

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, July 17, 2018

6:00 P.M. REGULAR CITY COUNCIL

1. Call to Order and Roll Call

2. Invocation:

3. Pledge of Allegiance: Mayor Stear

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

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

A. City Council Meeting Minutes:

1. Regular City Council Minutes, July 3, 2018

B. Accounts Payable Dated July 12, 2018 in the Amount of \$488,153.01

C. Resolutions

1. Consideration to approve Resolution No. R40-2018

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE AND THE CLERK TO ATTEST TO THE REIMBURSEMENT AGREEMENT WITH PATAGONIA DEVELOPMENT, LLC, IN THE AMOUNT OF EIGHTY THOUSAND SEVENTY-THREE AND 90/100 DOLLARS (\$80,073.90) FOR PATAGONIA NO. 2 SEWER TRUNK PROJECT.

2. Consideration to approve Resolution No. R41-2018

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE AND THE CLERK TO

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.

ATTEST TO THE REIMBURSEMENT AGREEMENT WITH PATAGONIA DEVELOPMENT, LLC, IN THE AMOUNT OF FOURTEEN THOUSAND SEVEN HUNDRED THREE AND 94/100 DOLLARS (\$14,703.94) FOR PATAGONIA NO. 2 WATER TUNK PROJECT.

3. Consideration to approve Resolution No. R42-2018

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE SERVICE AGREEMENT WITH iWORQ TO UPGRADE THE EXISTING SERVICE WHERE THE CITY RECEIVES QUARTERLY UPDATES TO THE NEW SERVICE WHERE THE CITY WILL RECEIVE MONTHLY UPDATES OF PARCEL INFORMATION TO THE DATABASE.

5. Community Reports or Requests:

- A. Ada County Sheriff's Office/Kuna Police Department Budget Discussion – Captain Justin Dusseau, Ada County Sheriff's Office
- B. J&M Sanitation Rate Increase Presentation – Chad Gordon, J&M Sanitation

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

- A. Public Hearing and Consideration to Approve 18-01-AN (Annexation) – Jace Hellman, Planner II – ACTION ITEM

The applicant, Stephanie Cortez, requests approval to annex approximately 3.06 acres located at 760 S. School Avenue, Kuna, Idaho with an R-2 (Low-Density) residential zoning designation.

- B. Public Hearing and Consideration to Approve 18-02-AN (Annexation) & 18-02-CPF (Combination Pre-Plat & Final-Plat) – Dynasty Estates Sub. No. 2 – Troy Behunin, Planner III – ACTION ITEM

Steve Johnson requests to annex approximately 10.00 acres into Kuna City with an R-2 (Low Density Residential), and to subdivide the property into two single family residential lots through the combined preliminary and final plat process. This is a request for re-subdivision of Lot 5, Block 1, of Dynasty Estates Subdivision. The site is located at the southwest corner (SWC) of Linder and Lake Hazel Roads, at 6801 S. Linder Road, Meridian, Idaho, In Section 2, T 2 N, R 1 W, APN #: R2004170050.

7. Business Items:

- A. General Fund & Enterprise Fund Presentation – Bill Jackson, Interim City Treasurer – ACTION ITEM
Supporting documents will be provided separately prior to Council Meeting

B. Request for FY18 contingency funds in the amount of \$30,000.00 to install a Pressurized Irrigation (PI) Main – Bob Bachman, Public Works Director – ACTION ITEM

C. Consideration to approve Resolution No. R43-2018 – Bob Bachman, Public Works Director – ACTION ITEM

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH KELLER ASSOCIATES, INC. FOR A COMPRHENSIVE RATE STUDY, INCLUDING WATER AND WASTEWATER USER RATE AND CONNECTION FEES; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

D. Consideration to approve Resolution No. R44-2018 – Bobby Withrow, Parks Director – ACTION ITEM

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING LEASE AGREEMENT BY AND BETWEEN THE CITY OF KUNA, IDAHO AND ARTHUR SIDNEY ANDERSON FOR THE PROPERTY LOCATED AT THE SOUTHEAST CORNER OF STROEBEL ROAD AND INDIAN CREEK, AS DEPICTED ON EXHIBIT A OF THE LEASE AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT.

E. Request from STEM Academy to use Arbor Ridge Park for Recess – Bobby Withrow, Parks Director – ACTION ITEM

8. Ordinances:

A. Consideration to approve Ordinance No. 2018-26 – ACTION ITEM

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING A PORTION OF THE NW ¼ OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, KUNA, ADA COUNTY, IDAHO AND COMMONLY REFERRED TO AS SPRINGHILL SUBDIVISION NO. 1 WHICH IS OWNED BY DB DEVELOPMENT LLC, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE NEW YORK IRRIGATION DISTRICT; CHANGING THE RESPECTIVE BOUNDARIES OF SAID DISTRICTS; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings of ordinance

Consideration to approve ordinance

Consideration to approve summary publication of ordinance

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, July 3, 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
 Wendy Howell, Planning & Zoning Director
 Richard Roats, City Attorney
 Bill Jackson, Interim City Treasurer

2. Invocation: Justin Sturgeon, New Beginnings Christian Church**3. Pledge of Allegiance:** Mayor Stear**4. Consent Agenda:** ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS

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

A. City Council Meeting Minutes:

1. Regular City Council Minutes, June 19, 2018

B. Accounts Payable Dated June 28, 2018 in the Amount of \$ 274,998.64

C. Resolutions

I. Consideration to approve Resolution No. R39-2018

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO DESIGNATING THE RECORDS CUSTODIAN AND THE ALTERNATE RECORDS CUSTODIAN FOR THE CITY OF KUNA, IDAHO.

D. Final Plats

1. Consideration to approve Case No. 18-12-FP (Final Plat) for Sailor Shores Meadows Subdivision No. 2

2. Consideration to approve Case No. 18-13-FP (Final Plat) for Springhill Subdivision No. 1

E. Findings of Fact and Conclusions of Law

1. Consideration to approve Findings of Fact and Conclusions of Law for Case No. No. 17-08-ZC (Rezone) and 17-12-S (Pre Plat) for Red Hawk Square

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, Christensen, Buban-Vonder Haar, and McPherson

Voting No: None

Absent: None

Motion carried 4-0.

5. Community Reports or Requests:

A. Presentation of Fiscal Year Ending September 30, 2017 Annual Audit – Cassie Zattiero, Bailey & Company, Chtd. CPAs. – ACTION ITEM

Cassie Zattiero, Bailey & Company, presented the audit report starting on page 3. The opinion was there were no issues. There was some supplementary information in the report. On page 41 Ms. Zattiero referenced that internal controls were audited. There were no significant issues. The financial statements were described. The major funds and non-major funds were included in the report. Reconciliation statements were pointed out. Ms. Zattiero reviewed bank accounts and revenue notes. She concluded her presentation.

Mayor Stear asked if the grants were a receivable even if they hadn't been received yet.

Ms. Zattiero responded yes.

Mayor and Council thanked her for her presentation. No action was taken.

6. Public Hearings: (6:00 p.m. or as soon thereafter as matters may be heard.) *None*

7. Business Items:

- A. Request for \$5,043.00 from Contingency for an Internal Equity and Compensation Plan Project by BDPA, Inc – Fabiola Giddings, Deputy Clerk II/Human Resources – **ACTION ITEM**

Deputy Clerk II/Human Resources Fabiola Giddings presented the request. The last study done was in 2007 and it was outdated. She recommended the study be done to determine the market rates. It would allow some flexibility for those with additional education and experience.

Mayor Stear explained the pay scale was set up and was good but it was hard to be competitive in some areas and employees were being lost to other cities. It would help determine where the city was at and give the city some flexibility.

Council Member Christensen appreciated the information.

Council Member Cardoza didn't have a problem if it kept employees in the city. He wanted to know how Kuna compared with the private sector.

Ms. Giddings said the study would take about 3 months.

Council President Buban-Vonder Haar asked for clarification on the city's compensation philosophy and its establishment.

Ms. Giddings responded it would be a part of the process and part of the philosophy.

Council President Buban-Vonder Haar wanted to wait until the new budget numbers were reviewed.

Council Member Cardoza asked how much the contingency balance was.

Interim Treasurer Bill Jackson said there was around \$959,000.00.

Council Member Cardoza stated there was no reason to wait as there were enough funds in contingency.

**Council Member Christensen moved to approve \$5,043.00 from Contingency for an Internal Equity and Compensation Plan Project by BDPA, Inc. Seconded by Council Member Cardoza. 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.

- B. General Fund Expenses & Revenue Budget Presentation – Bill Jackson, Interim City Treasurer – ACTION ITEM**
Documents will be provided separately by Interim City Treasurer Bill Jackson.

Interim City Treasurer Bill Jackson presented the budget for fiscal year 2019 and was presenting the general fund with revenue and expenditures. The COLA was included at 3.48% but it was not in the budget number. It was at the bottom of the budget sheets.

Land improvement of \$140,000.00 for parks was included in the budget but hadn't been set it out separately.

Mayor Stear explained the same format as years previous was being used and that Mr. Jackson had been working diligently. The numbers were estimations but should be very close.

Council President Buban-Vonder Haar asked if a breakdown of the police budget could be obtained and last years also.

Mr. Jackson said he would do so.

Council President Buban-Vonder Haar asked about the bathroom sinking fund.

Parks Director Bobby Withrow responded that it hadn't been built yet but it looked like the new location would be Arbor Ridge. He said it should be done by the end of 2019. Bathrooms should run about \$125,000.00. He recommended staying with the current \$25,000.00 annual sinking fund.

Mayor Stear discussed the options for the levy amounts. The police would be the biggest portion of the budget that year.

Council Member Cardoza asked Mayor Stear about a possible partnership with other cities because of the escalating costs.

Mayor Stear acknowledged the costs increasing and that many of the police calls were related to animals.

Council Member Cardoza had concerns with the cost of the increase. Most times the response was very slow or callers were asked to deliver the animal.

Council President Buban-Vonder Haar stated dogs at large were becoming a larger problem.

Council would plan on a special budget meeting on July 23, 2018. No action was taken.

C. Request to Hire Utility Locate Position – Bob Bachman, Public Works Director –
ACTION ITEM

Public Works Director Bob Bachman requested consideration to hire an employee for a utility locate position. Last year there was 1,200 locates and more were expected that year. Currently, water, sewer and irrigation rotated but it impacted the employee's core duties. The city would include street lights with this position. He wanted to fund it in that fiscal year and to use the seasonal funds he hadn't expended to fund this position.

Council Member Cardoza asked about any potential fees.

Mr. Bachman said he had been discussing it with the city attorney and, if there was a fee, the locating service wouldn't be used which could be expensive for the city.

Council President Buban-Vonder Haar asked if this position was in FY19 budget.

Mr. Bachman said that it would be included in the public works budgets. The loaded rate equates with the seasonal funds. The locator would not be an entry position, they would already be trained.

Council President Buban-Vonder Haar moved to approve the Utility Locate Position using the funds from previous unused funds for seasonal employees. 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.

D. Request for Funds for New Parks Building – Bob Bachman, Public Works Director –
ACTION ITEM

Public Works Director Bob Bachman presented the request for funds to secure the building and get employees located at the facility as well as security cameras and ADA accessibility for the doorway.

RECORDING DIDN'T START UNTIL THIS POINT DUE TO TECHNICAL ISSUES.

Council Member Cardoza asked what was going on with the old hut by the skate park.

(Timestamp 00:00:07)

Parks Director Bobby Withrow explained it was being utilized for storage.

Council Member Cardoza asked if the paint on the side of the building could be cleaned up and property of the city or something to that affect could be put on it.

Mr. Withrow replied that could be done.

Council President Buban-Vonder Haar confirmed this would be coming out of contingency.

Mr. Bachman responded yes.

Council President Buban-Vonder Haar moved to approve the expenditure of \$15,000.00 from the contingency fund to be used for improvements to the Orchard Street Parks Building. 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.

8. Ordinances: None

9. Mayor/Council Announcements:

(Timestamp 00:01:54)

Mayor Stear updated everyone on his health and thanked everyone for their thoughts.

Parks Director Bobby Withrow updated Council on the splash pad.

Council President Buban-Vonder Haar thanked Mr. Withrow for posting the update on Facebook. She appreciated everyone's efforts in redirecting people to the appropriate Facebook pages for reporting things like line breaks and sprinkler problems.

Council Member Christensen thanked Public Works Director Bob Bachman for his emails regarding employees doing special things and asked that he pass his thanks on to the employees.

Council Member Cardoza thanked City Clerk Chris Engels for Music on the Greenbelt. He heard nothing but praise for the event especially for making it free. There was one

complaint regarding parking but he thought maybe more people than expected showed up and they did not have to walk that far.

Mayor Stear reviewed the Popsicles with the Mayor and the Music on the Greenbelt events. He gave kudos to everyone who participated in the events.

10. Executive Session: None

11. Adjournment: 7:05 pm

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

Minutes prepared by Ariana Welker, Deputy City Clerk

Date Approved: CCM 07.17.2018

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
ACEM												
839	ACEM	60418.00		<u>4TH QTR MEMBERSHIP CONTRIBUTION DUES FOR FY 2018, JUL 18</u>	07/01/2018	1,625.25	.00	<u>01-6075 DUES & MEMBERSHIPS</u>	0	7/18		
Total 60418.00:						1,625.25	.00					
Total ACEM:						1,625.25	.00					
ADA COUNTY HIGHWAY DISTRICT (IMPACT)												
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	JUNE 2018		<u>ACHD IMPACT FEE, JUNE 18</u>	07/06/2018	129,915.00	129,915.00	<u>01-2510 ACHD IMPACT FEE TRANSFER</u>	0	7/18	07/06/2018	
Total JUNE 2018:						129,915.00	129,915.00					
Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):						129,915.00	129,915.00					
ADA COUNTY SHERIFF'S OFFICE												
6	ADA COUNTY SHERIFF'S OFFICE	7738		<u>SHERIFF SERVICES JULY 18</u>	07/02/2018	159,523.66	.00	<u>01-6000 LAW ENFORCEMENT SERVICES</u>	0	7/18		
Total 7738:						159,523.66	.00					
Total ADA COUNTY SHERIFF'S OFFICE:						159,523.66	.00					
ADVANCED COMMUNICATIONS, INC.												
1566	ADVANCED COMMUNICATIONS, INC.	18747		<u>QUARTERLY MAINTENANCE CHARGES, 10-1-17 TO 09-30-18, JUN 18</u>	06/01/2018	94.08	.00	<u>01-6255 TELEPHONE</u>	0	6/18		
1566	ADVANCED COMMUNICATIONS, INC.	18747		<u>QUARTERLY MAINTENANCE CHARGES, 10-1-17 TO 09-30-18, JUN 18, P&Z</u>	06/01/2018	33.60	.00	<u>01-6255 TELEPHONE</u>	1003	6/18		

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
1566	ADVANCED COMMUNICATIONS, INC.	18747		<u>QUARTERLY MAINTENANCE CHARGES, 10-1-17 TO 09-30-18, JUN 18, WATER</u>	06/01/2018	87.36	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	6/18		
1566	ADVANCED COMMUNICATIONS, INC.	18747		<u>QUARTERLY MAINTENANCE CHARGES, 10-1-17 TO 09-30-18, JUN 18, SEWER</u>	06/01/2018	87.36	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	6/18		
1566	ADVANCED COMMUNICATIONS, INC.	18747		<u>QUARTERLY MAINTENANCE CHARGES, 10-1-17 TO 09-30-18, JUN 18, PI</u>	06/01/2018	33.60	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	6/18		
Total 18747:						336.00	.00					
Total ADVANCED COMMUNICATIONS, INC.:						336.00	.00					
AIR FILTER SUPERSTORE WHOLESALE LLC												
1876	AIR FILTER SUPERSTORE WHOLESALE LLC	137311	7250	<u>4 BOXES OF 24X24X2 FILTERS FOR THE PLANT, M.NADEAU, JUN.'18</u>	06/26/2018	188.64	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	6/18		
Total 137311:						188.64	.00					
Total AIR FILTER SUPERSTORE WHOLESALE LLC:						188.64	.00					
ALLSTREAM BUSINESS US, INC												
1411	ALLSTREAM BUSINESS US, INC	15416101		<u>MONTHLY TELEPHONE, DATA, NETWORK, 7-1-18 TO 7-31-18</u>	07/01/2018	587.59	.00	<u>01-6255 TELEPHONE</u>	0	7/18		
1411	ALLSTREAM BUSINESS US, INC	15416101		<u>MONTHLY TELEPHONE, DATA, NETWORK, 7-1-18 TO 7-31-18, P&Z</u>	07/01/2018	209.86	.00	<u>01-6255 TELEPHONE</u>	1003	7/18		
1411	ALLSTREAM BUSINESS US, INC	15416101		<u>MONTHLY TELEPHONE, DATA, NETWORK, 7-1-18 TO 7-31-18, WATER</u>	07/01/2018	545.64	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	7/18		
1411	ALLSTREAM BUSINESS US, INC	15416101		<u>MONTHLY TELEPHONE, DATA, NETWORK, 7-1-18 TO 7-31-18, SEWER</u>	07/01/2018	545.64	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	7/18		
1411	ALLSTREAM BUSINESS US, INC	15416101		<u>MONTHLY TELEPHONE, DATA, NETWORK, 7-1-18 TO 7-31-18, PI</u>	07/01/2018	209.86	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	7/18		

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 15416101:						2,098.59	.00					
Total ALLSTREAM BUSINESS US, INC:						2,098.59	.00					
ANALYTICAL LABORATORIES												
1	ANALYTICAL LABORATORIES	54617		<u>LAB TESTS, WATER, JUN 18</u>	06/30/2018	2,127.05	.00	<u>20-6152 M & R - LABORATORY COSTS</u>	0	6/18		
Total 54617:						2,127.05	.00					
1	ANALYTICAL LABORATORIES	54618		<u>LAB TESTS, SEWER, JUN 18</u>	06/30/2018	1,823.05	.00	<u>21-6152 M & R - LABORATORY COSTS</u>	0	6/18		
Total 54618:						1,823.05	.00					
Total ANALYTICAL LABORATORIES:						3,950.10	.00					
BIG SKY RENTALS LLC												
1846	BIG SKY RENTALS LLC	5359	7259	<u>PROPANE REFILL FOR TORCH AT LAGOONS, M FISETTE, SEWER, JUN 18</u>	06/27/2018	9.87	.00	<u>21-6090 FARM EXPENDITURES</u>	0	6/18		
Total 5359:						9.87	.00					
1846	BIG SKY RENTALS LLC	5376	7274	<u>RETURNED RENTAL COMPACTOR ROLLER USED ON SPLASHPAD, M MEADE, JUNE 18</u>	06/29/2018	150.00	.00	<u>01-6045 CONTINGENCY</u>	1067	6/18		
Total 5376:						150.00	.00					
Total BIG SKY RENTALS LLC:						159.87	.00					
BOB BACHMAN												
1041	BOB BACHMAN	071018		<u>REIMBURSEMENT FOR AIC CONFERENCE MILEAGE AND PARKING, JUL 18</u>	07/10/2018	16.24	.00	<u>01-6270 TRAVEL</u>	0	7/18		

City of Kuna

Payment Approval Report - City Council Approval

Page: 4

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

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
1041	BOB BACHMAN	071018		<u>REIMBURSEMENT FOR AIC CONFERENCE MILEAGE AND PARKING, JUL 18, PARKS</u>	07/10/2018	35.69	.00	<u>01-6270 TRAVEL</u>	1004	7/18		
1041	BOB BACHMAN	071018		<u>REIMBURSEMENT FOR AIC CONFERENCE MILEAGE AND PARKING, JUL 18, BLDG INS</u>	07/10/2018	6.49	.00	<u>01-6270 TRAVEL</u>	1005	7/18		
1041	BOB BACHMAN	071018		<u>REIMBURSEMENT FOR AIC CONFERENCE MILEAGE AND PARKING, JUL 18, WATER</u>	07/10/2018	2.58	.00	<u>20-6270 TRAVEL EXPENSES</u>	0	7/18		
1041	BOB BACHMAN	071018		<u>REIMBURSEMENT FOR AIC CONFERENCE MILEAGE AND PARKING, JUL 18, SEWER</u>	07/10/2018	2.58	.00	<u>21-6270 TRAVEL EXPENSES</u>	0	7/18		
1041	BOB BACHMAN	071018		<u>REIMBURSEMENT FOR AIC CONFERENCE MILEAGE AND PARKING, JUL 18, PI</u>	07/10/2018	1.30	.00	<u>25-6270 TRAVEL EXPENSES</u>	0	7/18		
Total 071018:						64.88	.00					
Total BOB BACHMAN:						64.88	.00					
BUYWYZ LLC												
1795	BUYWYZ LLC	123253	7283	<u>3 BAGS DUM DUM SUCKERS, JUNE 18</u>	07/06/2018	15.58	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	7/18		
1795	BUYWYZ LLC	123253	7283	<u>3 BAGS DUM DUM SUCKERS, JUNE 18, P&Z</u>	07/06/2018	5.57	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	7/18		
1795	BUYWYZ LLC	123253	7283	<u>3 BAGS DUM DUM SUCKERS, JUNE 18, WATER</u>	07/06/2018	14.48	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	7/18		
1795	BUYWYZ LLC	123253	7283	<u>3 BAGS DUM DUM SUCKERS, JUNE 18, SEWER</u>	07/06/2018	14.48	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	7/18		
1795	BUYWYZ LLC	123253	7283	<u>3 BAGS DUM DUM SUCKERS, JUNE 18, PI</u>	07/06/2018	5.57	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	7/18		
1795	BUYWYZ LLC	123253	7283	<u>TRASH LINERS FOR PARKS BATHROOM, JUNE 18</u>	07/06/2018	51.84	.00	<u>01-6025 JANITORIAL</u>	1004	7/18		

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 123253:						107.52	.00					
Total BUYWYZ LLC:						107.52	.00					
CANYON HONDA												
844	CANYON HONDA	1461332	7203	<u>PARTS TO REPAIR FRONT END ON 4 WHEELER AT LAGOONS, SEWER, S HOWELL, JUNE 18</u>	06/15/2018	409.74	.00	<u>21-6090 FARM EXPENDITURES</u>	0	6/18		
Total 1461332:						409.74	.00					
844	CANYON HONDA	1461775	7222	<u>PART FOR 4-WHEELER, B.GILLOGLY, JUN.'18</u>	06/20/2018	8.41	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	6/18		
Total 1461775:						8.41	.00					
Total CANYON HONDA:						418.15	.00					
CASELLE INC												
1239	CASELLE INC	88995		<u>CONTRACT SUPPORT AND MAINTENANCE 8-1-18 TO 8-31-18, JUL 18</u>	07/01/2018	459.20	.00	<u>01-6052 CONTRACT SERVICES</u>	0	7/18		
1239	CASELLE INC	88995		<u>CONTRACT SUPPORT AND MAINTENANCE 8-1-18 TO 8-31-18, JUL 18, P&Z</u>	07/01/2018	147.60	.00	<u>01-6052 CONTRACT SERVICES</u>	1003	7/18		
1239	CASELLE INC	88995		<u>CONTRACT SUPPORT AND MAINTENANCE 8-1-18 TO 8-31-18, JUL 18, WATER</u>	07/01/2018	434.60	.00	<u>20-6052 CONTRACT SERVICES</u>	0	7/18		
1239	CASELLE INC	88995		<u>CONTRACT SUPPORT AND MAINTENANCE 8-1-18 TO 8-31-18, JUL 18, SEWER</u>	07/01/2018	434.60	.00	<u>21-6052 CONTRACT SERVICES</u>	0	7/18		
1239	CASELLE INC	88995		<u>CONTRACT SUPPORT AND MAINTENANCE 8-1-18 TO 8-31-18, JUL 18, PI</u>	07/01/2018	164.00	.00	<u>25-6052 CONTRACT SERVICES</u>	0	7/18		

City of Kuna

Payment Approval Report - City Council Approval

Page: 6

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

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 88995:						1,640.00	.00					
Total CASELLE INC:						1,640.00	.00					
CASSANDRA SARAH JOHNSTON												
1924	CASSANDRA SARAH JOHNSTON	102	7301	<u>POPCICLES WITH THE MAYOR, JUL 18</u>	07/09/2018	75.00	.00	01-6155 MEETINGS/COMM ITEES	1031	7/18		
Total 102:						75.00	.00					
Total CASSANDRA SARAH JOHNSTON:						75.00	.00					
CENTURYLINK												
62	CENTURYLINK	208922113662		<u>DEDICATED LANDLINE SCADA, 6-25-18 TO 07-24-18, WATER</u>	07/06/2018	16.96	16.96	20-6255 TELEPHONE EXPENSE	0	7/18	07/06/2018	
62	CENTURYLINK	208922113662		<u>DEDICATED LANDLINE SCADA, 6-25-18 TO 07-24-18, SEWER</u>	07/06/2018	22.15	22.15	21-6255 TELEPHONE EXPENSE	0	7/18	07/06/2018	
62	CENTURYLINK	208922113662		<u>DEDICATED LANDLINE SCADA, 6-25-18 TO 07-24-18, PI</u>	07/06/2018	7.19	7.19	25-6255 TELEPHONE EXPENSE	0	7/18	07/06/2018	
Total 20892211366251807241:						46.30	46.30					
Total CENTURYLINK:						46.30	46.30					
CITIBANK, N.A.												
1874	CITIBANK, N.A.	100035125	7237	<u>FENCING, M.MEADE, JUN.'18</u>	06/22/2018	697.76	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	6/18		
Total 100035125:						697.76	.00					
1874	CITIBANK, N.A.	200062616	7187	<u>6 BOTTLES 2 STROKE OIL FOR WEED EATERS, M.MEADE, JUN.'18</u>	06/12/2018	17.49	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	6/18		

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 200062616:						17.49	.00					
Total CITIBANK, N.A.:						715.25	.00					
COMPASS												
4	COMPASS	218109		<u>4TH QTR FOR FY2018, JUL 18</u>	07/02/2018	2,171.50	.00	<u>01-6075 DUES & MEMBERSHIPS</u>	0	7/18		
Total 218109:						2,171.50	.00					
Total COMPASS:						2,171.50	.00					
CONCRETE CONSTRUCTION SUPPLY, INC.												
1531	CONCRETE CONSTRUCTION SUPPLY, INC.	476912	7151	<u>CONCRETE SEALER CEDAR WELL FLOOR, M FISETTE, SEWER, JUNE 18</u>	06/05/2018	185.00	.00	<u>20-6150 M & R - SYSTEM</u>	0	6/18		
Total 476912:						185.00	.00					
Total CONCRETE CONSTRUCTION SUPPLY, INC.:						185.00	.00					
CORE & MAIN LP												
63	CORE & MAIN LP	1966808	7085	<u>VALVE, PIPE AND FITTINGS TO BRING WATER TO THE SPLASH PAD, JUNE 18</u>	06/27/2018	4,819.50	.00	<u>01-6045 CONTINGENCY</u>	1067	6/18		
Total 1966808:						4,819.50	.00					
63	CORE & MAIN LP	1966995	7085	<u>VALVE, PIPE AND FITTINGS TO BRING WATER TO THE SPLASH PAD, JUNE 18</u>	06/27/2018	4,015.65	.00	<u>03-6368 EXPEND-KUNA POOL/FITNESS FAC.</u>	1067	6/18		
Total 1966995:						4,015.65	.00					
63	CORE & MAIN LP	J058889	7085	<u>VALVE, PIPE AND FITTINGS TO BRING WATER TO THE SPLASH PAD, JUNE 18</u>	06/27/2018	141.32	.00	<u>03-6368 EXPEND-KUNA POOL/FITNESS</u>				

City of Kuna

Payment Approval Report - City Council Approval

Page: 8

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

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
								FAC.	1067	6/18		
	Total J058889:					141.32	.00					
63	CORE & MAIN LP	J096257	7085	<u>VALVE, PIPE AND FITTINGS TO BRING WATER TO THE SPLASH PAD, JUNE 18</u>	06/29/2018	404.92	.00	<u>01-6045 CONTINGENCY</u>	1067	6/18		
	Total J096257:					404.92	.00					
63	CORE & MAIN LP	J109768	7085	<u>VALVE, PIPE AND FITTINGS TO BRING WATER TO THE SPLASH PAD, JUNE 18</u>	06/29/2018	427.29	.00	<u>01-6045 CONTINGENCY</u>	1067	6/18		
	Total J109768:					427.29	.00					
	Total CORE & MAIN LP:					9,808.68	.00					
	CUSTOM ELECTRIC, INC.											
147	CUSTOM ELECTRIC, INC.	7964	7282	<u>PHASE PROTECTOR, GREYHAWK LIFT STATION, T.FLEMING, JUL.'18</u>	07/05/2018	349.22	.00	<u>21-6150 M & R - SYSTEM</u>	0	7/18		
	Total 7964:					349.22	.00					
147	CUSTOM ELECTRIC, INC.	7965	7282	<u>PLC PROGRAMMING AT SPRING HILL, T.FLEMING, JUL.'18</u>	07/05/2018	1,530.00	.00	<u>21-6150 M & R - SYSTEM</u>	0	7/18		
	Total 7965:					1,530.00	.00					
147	CUSTOM ELECTRIC, INC.	7966	7282	<u>GENERATOR REPAIR, MEMORY RANCH, T.FLEMING, JUL.'18</u>	07/05/2018	170.00	.00	<u>21-6150 M & R - SYSTEM</u>	0	7/18		
	Total 7966:					170.00	.00					

City of Kuna

Payment Approval Report - City Council Approval

Page: 9

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

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 CUSTOM ELECTRIC, INC.:						2,049.22	.00					
DIGLINE												
25	DIGLINE	0058430-IN		<u>DIG FEES, JUNE 18, WATER</u>	06/30/2018	233.81	.00	<u>20-6065 DIG LINE EXPENSE</u>	0	6/18		
25	DIGLINE	0058430-IN		<u>DIG FEES, JUNE 18, SEWER</u>	06/30/2018	233.81	.00	<u>21-6065 DIG LINE EXPENSE</u>	0	6/18		
25	DIGLINE	0058430-IN		<u>DIG FEES, JUNE 18, PI</u>	06/30/2018	89.07	.00	<u>25-6065 DIG LINE EXPENSE</u>	0	6/18		
Total 0058430-IN:						556.69	.00					
Total DIGLINE:						556.69	.00					
DIRK KESLING												
1940	DIRK KESLING	1064		<u>CLEAN AND APPLY 2 COATS OF SEALER, REMOVE VERTICAL LINES INSTALL SLANTED LINES, RE-STRIPE PARKING LOT, CLEAN AND FILL CRACKS 3/8 AND LARGER WITH RUBBERIZED HOT POUR AT SR. CENTER, JUL 18</u>	07/02/2018	1,219.55	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1001	7/18		
Total 1064:						1,219.55	.00					
Total DIRK KESLING:						1,219.55	.00					
DMH ENTERPRISES												
1745	DMH ENTERPRISES	JUNE 2018		<u>PLUMBING PERMIT, JUN 18</u>	07/06/2018	8,386.84	8,386.84	<u>01-6202 PROFESSIONAL SERVICES</u>	1003	7/18	07/06/2018	
Total JUNE 2018:						8,386.84	8,386.84					
Total DMH ENTERPRISES:						8,386.84	8,386.84					

ELECTRICAL CONTROLS & INSTRUMENTATION

City of Kuna

Payment Approval Report - City Council Approval

Page: 10

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

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
1744	ELECTRICAL CONTROLS & INSTRUMENTATION	JUNE 2018		<u>ELECTRICAL PERMITS, JUNE 2018</u>	07/06/2018	7,717.66	7,717.66	<u>01-6202 PROFESSIONAL SERVICES</u>	1003	7/18	07/06/2018	
Total JUNE 2018:						7,717.66	7,717.66					
Total ELECTRICAL CONTROLS & INSTRUMENTATION:						7,717.66	7,717.66					
FERGUSON ENTERPRISES INC												
219	FERGUSON ENTERPRISES INC	0687724	7251	<u>PARTS FOR DRINKING FOUNTAIN FOR BERNIE FISHER PARK, J.MORFIN, JUN.'18</u>	06/26/2018	26.52	.00	<u>01-6045 CONTINGENCY</u>	1067	6/18		
Total 0687724:						26.52	.00					
219	FERGUSON ENTERPRISES INC	0688043		<u>TAPPING WATERLINE FOR SPLASH PAD, JUNE 18</u>	06/28/2018	500.00	.00	<u>01-6045 CONTINGENCY</u>	1067	6/18		
Total 0688043:						500.00	.00					
219	FERGUSON ENTERPRISES INC	6326181	7252	<u>PARTS FOR DRINKING FOUNTAIN, J.MORFIN, JUN.'18</u>	06/26/2018	59.84	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	6/18		
Total 6326181:						59.84	.00					
Total FERGUSON ENTERPRISES INC:						586.36	.00					
GREEN'S SAND & GRAVEL												
536	GREEN'S SAND & GRAVEL	5975		<u>32.12 YDS SAND FOR SPLASH PAD, MAY 18</u>	05/22/2018	313.30	.00	<u>03-6368 EXPEND-KUNA POOL/FITNESS FAC.</u>	1067	5/18		
Total 5975:						313.30	.00					

City of Kuna

Payment Approval Report - City Council Approval

Page: 11

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

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
536	GREEN'S SAND & GRAVEL	5976		<u>70.71 YDS SAND DELIVERED FOR SPLASH PAD, MAY 18</u>	05/23/2018	743.45	.00	<u>01-6045 CONTINGENCY</u>	1067	5/18		
Total 5976:						743.45	.00					
536	GREEN'S SAND & GRAVEL	5977		<u>54.14 YDS SAND FOR SPLASH PAD, MAY 18</u>	05/24/2018	584.68	.00	<u>03-6368 EXPEND- KUNA POOL/FITNESS FAC.</u>	1067	5/18		
Total 5977:						584.68	.00					
536	GREEN'S SAND & GRAVEL	5978		<u>53.3 YD SAND FOR SPLASH PAD, MAY 18</u>	05/25/2018	581.20	.00	<u>03-6368 EXPEND- KUNA POOL/FITNESS FAC.</u>	1067	5/18		
Total 5978:						581.20	.00					
Total GREEN'S SAND & GRAVEL:						2,222.63	.00					
H.D. FOWLER COMPANY												
1552	H.D. FOWLER COMPANY	14873813	7267	<u>SPRINKLERS, FOR PARKS, J.MORFIN, JUN.'18</u>	06/28/2018	942.75	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	6/18		
Total 14873813:						942.75	.00					
Total H.D. FOWLER COMPANY:						942.75	.00					
ICON ENTERPRISES, INC.												
1631	ICON ENTERPRISES, INC.	173788		<u>ECONOMIC DEVELOPMENT DEPT HEADER PACKAGE SETUP FEES, JUN 18</u>	06/30/2018	1,295.00	.00	<u>01-6045 CONTINGENCY</u>	0	6/18		
1631	ICON ENTERPRISES, INC.	173788		<u>ECONOMIC DEVELOPMENT DEPT HEADER PACKAGE SETUP FEES, JUN 18, WATER</u>	06/30/2018	927.50	.00	<u>20-6045 CONTINGENCY</u>	0	6/18		

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
1631	ICON ENTERPRISES, INC.	173788		<u>ECONOMIC DEVELOPMENT DEPT HEADER PACKAGE SETUP FEES, JUN 18, SEWER</u>	06/30/2018	927.50	.00	<u>21-6045 CONTINGENCY</u>	0	6/18		
1631	ICON ENTERPRISES, INC.	173788		<u>ECONOMIC DEVELOPMENT DEPT HEADER PACKAGE SETUP FEES, JUN 18, PI</u>	06/30/2018	350.00	.00	<u>25-6045 CONTINGENCY FUND</u>	0	6/18		
Total 173788:						3,500.00	.00					
Total ICON ENTERPRISES, INC.:						3,500.00	.00					
IDAHO HUMANE SOCIETY												
833	IDAHO HUMANE SOCIETY	07/2018		<u>CONTRACT SERVICES JULY 18</u>	07/01/2018	5,492.33	.00	<u>01-6005 ANIMAL CONTROL SERVICES</u>	0	7/18		
Total 07/2018:						5,492.33	.00					
Total IDAHO HUMANE SOCIETY:						5,492.33	.00					
IDAHO POWER CO												
38	IDAHO POWER CO	06212018I		<u>ELECTRIC SERVICE FOR JUNE 2018 - SEWER</u>	06/21/2018	148.05	.00	<u>21-6290 UTILITIES EXPENSE</u>	0	6/18		
Total 06212018I:						148.05	.00					
Total IDAHO POWER CO:						148.05	.00					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	1113511-A	7211	<u>AD#1778817. LEGAL PUBLICATION. ANNEXATION, STEPHANIE CORTEZ, J.HELLMAN, JUN.'18</u>	06/27/2018	44.96	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	6/18		
Total 1113511-A:						44.96	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1113511-B	7224	<u>AD#1779376. LEGAL PUBLICATION. ORDINANCE 2018-25, A.WELKER, JUN.'18</u>	06/27/2018	56.06	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	6/18		

City of Kuna

Payment Approval Report - City Council Approval

Page: 13

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

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 1113511-B:						56.06	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1113511-C	7238	<u>AD#1780418. LEGAL PUBLICATION. 18-02-AN 18-02-CPF. T.BEHUNIN. JUN.'18</u>	06/27/2018	55.32	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	6/18		
Total 1113511-C:						55.32	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1113511-D	7236	<u>AD#1780419. LEGAL PUBLICATION FOR SPRING HILL DA RELEASE. T.BEHUNIN. JUN.'18</u>	06/27/2018	51.62	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	6/18		
Total 1113511-D:						51.62	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1114991	7204	<u>AD#1777072. LEGAL PUBLICATION. 6/20, 27, 7/04. KFD IMPACT FEE. T.BEHUNIN. JUL.'18</u>	07/04/2018	134.28	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	7/18		
Total 1114991:						134.28	.00					
Total IDAHO PRESS TRIBUNE, LLC:						342.24	.00					
INTEGRINET SOLUTIONS, INC.												
1595	INTEGRINET SOLUTIONS, INC.	108116		<u>UBIQUITI NETWORKS UNIFI AC LITE AP ENTERPRISE WI-FI SYSTEM. JUN 18</u>	06/23/2018	27.72	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	6/18		
1595	INTEGRINET SOLUTIONS, INC.	108116		<u>UBIQUITI NETWORKS UNIFI AC LITE AP ENTERPRISE WI-FI SYSTEM. JUN 18, P&Z</u>	06/23/2018	9.90	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1003	6/18		
1595	INTEGRINET SOLUTIONS, INC.	108116		<u>UBIQUITI NETWORKS UNIFI AC LITE AP ENTERPRISE WI-FI SYSTEM. JUN 18, WATER</u>	06/23/2018	25.74	.00	<u>20-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	6/18		
1595	INTEGRINET SOLUTIONS, INC.	108116		<u>UBIQUITI NETWORKS UNIFI AC LITE AP ENTERPRISE WI-FI SYSTEM. JUN 18, SEWER</u>	06/23/2018	25.74	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	6/18		

City of Kuna

Payment Approval Report - City Council Approval

Page: 14

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

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.	108116		<u>UBIQUITI NETWORKS UNIFI AC LITE AP ENTERPRISE WI-FI SYSTEM, JUN 18, PI</u>	06/23/2018	9.90	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	6/18		
Total 108116:						99.00	.00					
1595	INTEGRINET SOLUTIONS, INC.	108141		<u>PERFORMED PRO ACTION MAINTENANCE, HELPED ACCESS TO J MARSH COMPUTER, ASSIST CLERKS WITH CARD READER, JUN 18</u>	06/24/2018	44.00	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	6/18		
Total 108141:						44.00	.00					
1595	INTEGRINET SOLUTIONS, INC.	108246		<u>SET UP J HELLMAN'S NEW COMPUTER, JUNE 18, P&Z</u>	06/30/2018	157.90	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1003	6/18		
1595	INTEGRINET SOLUTIONS, INC.	108246		<u>SET UP J HELLMAN'S NEW COMPUTER, JUNE 18, WATER</u>	06/30/2018	7.76	.00	<u>20-6142 MAINT. & REPAIRS - EQUIPMENT</u>	1003	6/18		
1595	INTEGRINET SOLUTIONS, INC.	108246		<u>SET UP J HELLMAN'S NEW COMPUTER, JUNE 18, SEWER</u>	06/30/2018	7.76	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	1003	6/18		
1595	INTEGRINET SOLUTIONS, INC.	108246		<u>SET UP J HELLMAN'S NEW COMPUTER, JUNE 18, PI</u>	06/30/2018	2.58	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	1003	6/18		
1595	INTEGRINET SOLUTIONS, INC.	108246		<u>TROUBLE SHOOT G SMITHS EMAIL ISSUE, COMPUTER, JUNE 18</u>	06/30/2018	11.00	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	6/18		
1595	INTEGRINET SOLUTIONS, INC.	108246		<u>TROUBLE SHOOT G SMITHS EMAIL ISSUE, COMPUTER, JUNE 18, WATER</u>	06/30/2018	14.52	.00	<u>20-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	6/18		
1595	INTEGRINET SOLUTIONS, INC.	108246		<u>TROUBLE SHOOT G SMITHS EMAIL ISSUE, COMPUTER, JUNE 18, SEWER</u>	06/30/2018	14.52	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	6/18		
1595	INTEGRINET SOLUTIONS, INC.	108246		<u>TROUBLE SHOOT G SMITHS EMAIL ISSUE, COMPUTER, JUNE 18, PI</u>	06/30/2018	3.96	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	6/18		

City of Kuna

Payment Approval Report - City Council Approval

Page: 15

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

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.	108246		<u>PRO ACTION MAINTENANCE, FIXED CLERKS CARD SWIPE, ASSISTED B WITHROW SETTING UP WIFI FOR SPRINKLERS, DROPPED OFF RAM FOR M BORZICK, JUNE 18, PI</u>	06/30/2018	15.84	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	6/18		
1595	INTEGRINET SOLUTIONS, INC.	108246		<u>PRO ACTION MAINTENANCE, FIXED CLERKS CARD SWIPE, ASSISTED B WITHROW SETTING UP WIFI FOR SPRINKLERS, DROPPED OFF RAM FOR M BORZICK, JUNE 18, P&Z</u>	06/30/2018	8.80	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1003	7/18		
1595	INTEGRINET SOLUTIONS, INC.	108246		<u>PRO ACTION MAINTENANCE, FIXED CLERKS CARD SWIPE, ASSISTED B WITHROW SETTING UP WIFI FOR SPRINKLERS, DROPPED OFF RAM FOR M BORZICK, JUNE 18, PARKS</u>	06/30/2018	8.80	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	7/18		
1595	INTEGRINET SOLUTIONS, INC.	108246		<u>PRO ACTION MAINTENANCE, FIXED CLERKS CARD SWIPE, ASSISTED B WITHROW SETTING UP WIFI FOR SPRINKLERS, DROPPED OFF RAM FOR M BORZICK, JUNE 18, WATER</u>	06/30/2018	22.88	.00	<u>20-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	6/18		
1595	INTEGRINET SOLUTIONS, INC.	108246		<u>PRO ACTION MAINTENANCE, FIXED CLERKS CARD SWIPE, ASSISTED B WITHROW SETTING UP WIFI FOR SPRINKLERS, DROPPED OFF RAM FOR M BORZICK, JUNE 18, SEWER</u>	06/30/2018	22.88	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	6/18		
1595	INTEGRINET SOLUTIONS, INC.	108246		<u>PRO ACTION MAINTENANCE, FIXED CLERKS CARD SWIPE, ASSISTED B WITHROW SETTING UP WIFI FOR SPRINKLERS, DROPPED OFF RAM FOR M BORZICK, JUNE 18, PI</u>	06/30/2018	8.80	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	7/18		
Total 108246:						308.00	.00					

City of Kuna

Payment Approval Report - City Council Approval

Page: 16

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

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 INTEGRINET SOLUTIONS, INC.:						451.00	.00					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	060418-06221		<u>DISPOSAL/REMOVAL OF SLUDGE, 06-04-18 TO 06-22-18, JUN 18</u>	07/01/2018	2,520.00	.00	<u>21-6153 M & R - SLUDGE DISPOSAL</u>	0	6/18		
Total 060418-062218:						2,520.00	.00					
230	J & M SANITATION, INC.	06222018-062		<u>SANITATION RECEIPT TRANSFER, 06-22 TO 06-28-18, JUNE 18</u>	06/29/2018	11,777.73	11,777.73	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	6/18	06/29/2018	
230	J & M SANITATION, INC.	06222018-062		<u>SANITATION RECEIPT TRANSFER, LESS FRANCHISE FEE, 06-22 TO 06-28-18, JUNE 18</u>	06/29/2018	-1,163.63	-1,163.63	<u>01-4170 FRANCHISE FEES</u>	0	6/18	06/29/2018	
Total 06222018-06282018:						10,614.10	10,614.10					
230	J & M SANITATION, INC.	062818		<u>RENTAL 25YD DUMPSTER AT MAINTENANCE YARD, JUN 18</u>	06/28/2018	9.90	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	6/18		
230	J & M SANITATION, INC.	062818		<u>RENTAL 25YD DUMPSTER AT MAINTENANCE YARD, JUN 18, WATER</u>	06/28/2018	8.40	.00	<u>20-6150 M & R - SYSTEM</u>	0	6/18		
230	J & M SANITATION, INC.	062818		<u>RENTAL 25YD DUMPSTER AT MAINTENANCE YARD, JUN 18, SEWER</u>	06/28/2018	8.10	.00	<u>21-6150 M & R - SYSTEM</u>	0	6/18		
230	J & M SANITATION, INC.	062818		<u>RENTAL 25YD DUMPSTER AT MAINTENANCE YARD, JUN 18, PI</u>	06/28/2018	3.60	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	6/18		
Total 062818:						30.00	.00					
230	J & M SANITATION, INC.	062918-07051		<u>SANITATION RECEIPT TRANSFER, 06-29-8 TO 07-05- 18, JUL 18</u>	07/06/2018	30,172.04	30,172.04	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	7/18	07/06/2018	

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
230	J & M SANITATION, INC.	062918-07051		<u>SANITATION RECEIPT TRANSFER, LESS FRANCHISE FEE 06-29-8 TO 07-05-18, JUL 18</u>	07/06/2018	-2,980.99	-2,980.99	01-4170 <u>FRANCHISE FEES</u>	0	7/18	07/06/2018	
Total 062918-070518:						27,191.05	27,191.05					
Total J & M SANITATION, INC.:						40,355.15	37,805.15					
JACK HENRY & ASSOCIATES, INC.												
1328	JACK HENRY & ASSOCIATES, INC.	2879048		<u>BANK FEES, JUN 18</u>	06/20/2018	33.69	.00	01-6505 <u>BANK FEES</u>	0	6/18		
1328	JACK HENRY & ASSOCIATES, INC.	2879048		<u>BANK FEES, JUN 18, P&Z</u>	06/20/2018	12.01	.00	01-6505 <u>BANK FEES</u>	1003	6/18		
1328	JACK HENRY & ASSOCIATES, INC.	2879048		<u>BANK FEES, JUN 18, WATER</u>	06/20/2018	31.28	.00	20-6505 <u>BANK FEES</u>	0	6/18		
1328	JACK HENRY & ASSOCIATES, INC.	2879048		<u>BANK FEES, JUN 18, SEWER</u>	06/20/2018	31.28	.00	21-6505 <u>BANK FEES</u>	0	6/18		
1328	JACK HENRY & ASSOCIATES, INC.	2879048		<u>BANK FEES, JUN 18, PI</u>	06/20/2018	12.03	.00	25-6505 <u>BANK FEES</u>	0	6/18		
Total 2879048:						120.29	.00					
1328	JACK HENRY & ASSOCIATES, INC.	2879049		<u>BANK FEE CREDIT, APRIL 2018</u>	06/20/2018	-27.03	.00	01-6505 <u>BANK FEES</u>	0	7/18		
1328	JACK HENRY & ASSOCIATES, INC.	2879049		<u>BANK FEE CREDIT, APRIL 2018, P&Z</u>	06/20/2018	-9.66	.00	01-6505 <u>BANK FEES</u>	1003	7/18		
1328	JACK HENRY & ASSOCIATES, INC.	2879049		<u>BANK FEE CREDIT, APRIL 2018, WATER</u>	06/20/2018	-25.11	.00	20-6505 <u>BANK FEES</u>	0	7/18		
1328	JACK HENRY & ASSOCIATES, INC.	2879049		<u>BANK FEE CREDIT, APRIL 2018, SEWER</u>	06/20/2018	-25.11	.00	21-6505 <u>BANK FEES</u>	0	7/18		
1328	JACK HENRY & ASSOCIATES, INC.	2879049		<u>BANK FEE CREDIT, APRIL 2018, PI</u>	06/20/2018	-9.66	.00	25-6505 <u>BANK FEES</u>	0	7/18		

City of Kuna

Payment Approval Report - City Council Approval

Page: 18

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

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 2879049:						-96.57	.00					
Total JACK HENRY & ASSOCIATES, INC.:						23.72	.00					
J-U-B ENGINEERS, INC.												
1236	J-U-B ENGINEERS, INC.	0117924		<u>PROFESSIONAL SERVICES FROM 4-29-18 TO 6-2-18. KUNA DT REVITALIZATION PHASE IIA & IIB. 40% GENERAL FUND \$10332.14. 60% PUBLIC WORKS FUNDS \$15498.21. JUNE 18</u>	06/28/2018	25,830.35	.00	<u>01-6045 CONTINGENCY</u>	1119	7/18		
Total 0117924:						25,830.35	.00					
1236	J-U-B ENGINEERS, INC.	0117926		<u>PROFESSIONAL SERVICES 04-29-18 TO 06-02-18. KUNA W 2ND ST PARKING LOT. JUNE 18</u>	06/28/2018	3,885.00	.00	<u>03-6382_EXP-COMPASS CIM PARKING LOT</u>	0	7/18		
Total 0117926:						3,885.00	.00					
Total J-U-B ENGINEERS, INC.:						29,715.35	.00					
KUNA LUMBER												
499	KUNA LUMBER	A100014	7260	<u>SPRINKLER CAPS. M.MEADE, JUN.'18</u>	06/27/2018	10.67	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	6/18		
Total A100014:						10.67	.00					
499	KUNA LUMBER	A100260	7289	<u>ROD AND CONCRETE, SPLASH PAD. J.MORFIN, JUL.'18</u>	07/09/2018	37.64	.00	<u>01-6045 CONTINGENCY</u>	1067	7/18		
Total A100260:						37.64	.00					
499	KUNA LUMBER	A100281	7291	<u>CONCRETE FOR DRIVEWAY METER REPAIR AT 669 4TH ST. B BURR, WATER, JUL 18</u>	07/10/2018	12.18	.00	<u>20-6150 M & R - SYSTEM</u>	0	7/18		

City of Kuna

Payment Approval Report - City Council Approval

Page: 19

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

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 A100281:						12.18	.00					
499	KUNA LUMBER	A100298	7292	<u>5 KEYS FOR SEGO WELL HOUSE DOOR, J.MORFIN, JUL.'18</u>	07/10/2018	8.96	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	7/18		
499	KUNA LUMBER	A100298	7292	<u>DECK STAIN, ROLLERS FOR TABLES J.MORFIN, JUL.'18</u>	07/10/2018	39.57	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	7/18		
Total A100298:						48.53	.00					
499	KUNA LUMBER	B112805	7266	<u>LINE LEVEL, B.WITHROW, JUN.'18</u>	06/28/2018	4.31	.00	<u>01-6175 SMALL TOOLS</u>	1004	6/18		
499	KUNA LUMBER	B112805	7266	<u>WASP SPRAY, B.WITHROW, JUN.'18</u>	06/28/2018	30.13	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	6/18		
499	KUNA LUMBER	B112805	7266	<u>TRASH BAGS FOR CRIMSON GARDEN, B.WITHROW, JUN.'18</u>	06/28/2018	21.13	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	6/18		
Total B112805:						55.57	.00					
499	KUNA LUMBER	B114305	7165	<u>HOSES AND ENDS REPAIR KUBOTA, M.MEADE, JUN.'18</u>	06/07/2018	5.92	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	6/18		
Total B114305:						5.92	.00					
499	KUNA LUMBER	B114385	7280	<u>1 EA SARGENT 26D DOOR LEVER FOR SEGO PRAIRIE PUMP HOUSE, JUL 18, WATER</u>	07/05/2018	205.54	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	7/18		
499	KUNA LUMBER	B114385	7280	<u>TELESCOPING MAGNET PICKUP TOOL, JUL 18</u>	07/05/2018	2.69	.00	<u>01-6175 SMALL TOOLS</u>	0	7/18		

City of Kuna

Payment Approval Report - City Council Approval

Page: 20

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
499	KUNA LUMBER	B114385	7280	<u>TELESCOPING MAGNET PICKUP TOOL, JUL 18, WATER</u>	07/05/2018	1.08	.00	<u>20-6175 SMALL TOOLS</u>	0	7/18		
499	KUNA LUMBER	B114385	7280	<u>TELESCOPING MAGNET PICKUP TOOL, JUL 18, SEWER</u>	07/05/2018	1.08	.00	<u>21-6175 SMALL TOOLS</u>	0	7/18		
499	KUNA LUMBER	B114385	7280	<u>TELESCOPING MAGNET PICKUP TOOL, JUL 18, PI</u>	07/05/2018	.54	.00	<u>25-6175 SMALL TOOLS</u>	0	7/18		
499	KUNA LUMBER	B114385	7280	<u>14 EA G WIRES TO REPAIR STREETLIGHTS, JUL 18</u>	07/05/2018	34.34	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1002	7/18		
499	KUNA LUMBER	B114385	7280	<u>PLASTIC BRUSH & ROLL CUP, BRISTLE CHIP BRUSH, MINI FOAM COVER, TO REPAIR SR CTR COUNTER TOPS, JUL 18</u>	07/05/2018	7.80	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1001	7/18		
499	KUNA LUMBER	B114385	7280	<u>15 A WH GFCI OUTLETS TO REPLACE OUTSIDE CITY HALL, JUL 18</u>	07/05/2018	8.56	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	0	7/18		
499	KUNA LUMBER	B114385	7280	<u>15 A WH GFCI OUTLETS TO REPLACE OUTSIDE CITY HALL, JUL 18, P&Z</u>	07/05/2018	3.06	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1003	7/18		
499	KUNA LUMBER	B114385	7280	<u>15 A WH GFCI OUTLETS TO REPLACE OUTSIDE CITY HALL, JUL 18, P&Z</u>	07/05/2018	7.95	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	7/18		
499	KUNA LUMBER	B114385	7280	<u>15 A WH GFCI OUTLETS TO REPLACE OUTSIDE CITY HALL, JUL 18, SEWER</u>	07/05/2018	7.95	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	7/18		
499	KUNA LUMBER	B114385	7280	<u>15 A WH GFCI OUTLETS TO REPLACE OUTSIDE CITY HALL, JUL 18, PI</u>	07/05/2018	3.06	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	7/18		
Total B114385:						283.65	.00					
499	KUNA LUMBER	B115287	7271	<u>HOSES FOR SPLASHPAD, M MEADE, JUNE 18</u>	06/29/2018	79.18	.00	<u>01-6175 SMALL TOOLS</u>	1004	6/18		
Total B115287:						79.18	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total KUNA LUMBER:						533.34	.00					
KUNA MACHINE LLC												
1775	KUNA MACHINE LLC	2488	6871	<u>BENCHES FOR MAYORS YOUTH COUNCIL, J.LORENTZ, APR.'18</u>	06/07/2018	3,481.87	.00	<u>03-6374_EXP-HIGH FIVE YOUTH COUNCIL</u>	0	6/18		
Total 2488:						3,481.87	.00					
Total KUNA MACHINE LLC:						3,481.87	.00					
KUNA RURAL FIRE DISTRICT (IMPACT)												
1944	KUNA RURAL FIRE DISTRICT (IMPACT)	JUNE 2018		<u>IMPACT FEE, JUNE 18</u>	07/06/2018	34,001.90	34,001.90	<u>01-2511_KRFD IMPACT FEE TRANSFER</u>	0	7/18	07/06/2018	
1944	KUNA RURAL FIRE DISTRICT (IMPACT)	JUNE 2018		<u>IMPACT FEE, LESS ADMIN FEE, JUNE 18</u>	07/06/2018	-258.00	-258.00	<u>01-4155 ADMINISTRATION SERVICES</u>	0	7/18	07/06/2018	
Total JUNE 2018:						33,743.90	33,743.90					
Total KUNA RURAL FIRE DISTRICT (IMPACT):						33,743.90	33,743.90					
KUNA RURAL FIRE DISTRICT (PLAN REVIEW)												
1945	KUNA RURAL FIRE DISTRICT (PLAN REVIEW)	JUNE 2018		<u>KRFD PLAN REVIEW FEW FOR JUNE 18</u>	07/06/2018	4,676.28	4,676.28	<u>01-2512_KRFD PLAN REVIEW FEE TRANSFER</u>	0	7/18	07/06/2018	
1945	KUNA RURAL FIRE DISTRICT (PLAN REVIEW)	JUNE 2018		<u>KRFD PLAN REVIEW FEW FOR JUNE 18, LESS ADMIN FEE</u>	07/06/2018	-5.25	-5.25	<u>01-4155 ADMINISTRATION SERVICES</u>	0	7/18	07/06/2018	
Total JUNE 2018:						4,671.03	4,671.03					
Total KUNA RURAL FIRE DISTRICT (PLAN REVIEW):						4,671.03	4,671.03					
KUNA WELDING												
46	KUNA WELDING	4254		<u>INSTALL JACK ON TRAILER, JUNE 18</u>	06/01/2018	15.09	.00	<u>01-6142_MAINT. & REPAIR - EQUIPMENT</u>	1004	6/18		

City of Kuna

Payment Approval Report - City Council Approval

Page: 22

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

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
46	KUNA WELDING	4254		<u>INSTALL JACK ON TRAILER, JUNE 18, WATER</u>	06/01/2018	19.91	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	6/18		
46	KUNA WELDING	4254		<u>INSTALL JACK ON TRAILER, JUNE 18, SEWER</u>	06/01/2018	19.91	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	6/18		
46	KUNA WELDING	4254		<u>INSTALL JACK ON TRAILER, JUNE 18, PI</u>	06/01/2018	5.43	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	6/18		
Total 4254:						60.34	.00					
46	KUNA WELDING	4276	7286	<u>REPAIRS ON THE WEST WELL AT THE FARM, T.FLEMING, JUL.'18</u>	06/12/2018	160.00	.00	<u>21-6090 FARM EXPENDITURES</u>	0	6/18		
Total 4276:						160.00	.00					
46	KUNA WELDING	4286	7286	<u>HANDLE REPAIRED, T.FLEMING, JUN.'18</u>	06/15/2018	18.89	.00	<u>21-6090 FARM EXPENDITURES</u>	0	6/18		
Total 4286:						18.89	.00					
46	KUNA WELDING	4319	7279	<u>CUTTING MANIFOLD FOR SPLASHPAD, M.MEADE, JUL.'18</u>	07/03/2018	20.00	.00	<u>01-6045 CONTINGENCY</u>	1067	7/18		
Total 4319:						20.00	.00					
Total KUNA WELDING:						259.23	.00					
LES SCHWAB TIRES												
221	LES SCHWAB TIRES	12800307581		<u>LAWN AND GARDEN TUBE REPLACEMENT FOR MOWER, PARKS, MAY 18</u>	05/23/2018	9.03	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	5/18		
Total 12800307581:						9.03	.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
221	LES SCHWAB TIRES	12800308944		<u>REPLACE 2 TIRES. BALANCE ON TRUCK #22, JUNE 18</u>	06/11/2018	531.76	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	6/18		
Total 12800308944:						531.76	.00					
221	LES SCHWAB TIRES	12800309384	7202	<u>NEW TIRE REPLACEMENT ON THE KUBOTA, J.MORFIN, JUN.'18</u>	06/14/2018	103.39	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	6/18		
Total 12800309384:						103.39	.00					
221	LES SCHWAB TIRES	12800310438	7207	<u>2 EA TIRES ON TRASH TRAILER, M.MEADE, JUN.'18</u>	06/20/2018	106.48	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	6/18		
Total 12800310438:						106.48	.00					
Total LES SCHWAB TIRES:						750.66	.00					
MATHESON TRI-GAS INC												
1871	MATHESON TRI-GAS INC	17856077		<u>RECURRING TANK RENTAL, JUN 18</u>	06/30/2018	30.11	.00	21-6150 M & R - SYSTEM	0	6/18		
Total 17856077:						30.11	.00					
Total MATHESON TRI-GAS INC:						30.11	.00					
MATTHEW BENDER & COMPANY INC												
256	MATTHEW BENDER & COMPANY INC	0326128X		<u>ID CODE 18 SUPPLEMENT PKG/INDEX/3 VOLS. JUNE 18</u>	06/30/2018	68.03	.00	01-6202 PROFESSIONAL SERVICES	0	7/18		
256	MATTHEW BENDER & COMPANY INC	0326128X		<u>ID CODE 18 SUPPLEMENT PKG/INDEX/3 VOLS. JUNE 18, P&Z</u>	06/30/2018	345.11	.00	01-6202 PROFESSIONAL SERVICES	1003	7/18		
256	MATTHEW BENDER & COMPANY INC	0326128X		<u>ID CODE 18 SUPPLEMENT PKG/INDEX/3 VOLS. JUNE 18, WATER</u>	06/30/2018	29.17	.00	20-6202 PROFESSIONAL SERVICES	0	7/18		

City of Kuna

Payment Approval Report - City Council Approval

Page: 24

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

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
256	MATTHEW BENDER & COMPANY INC	0326128X		ID CODE 18 SUPPLEMENT PKG/INDEX/3 VOLS. JUNE 18, SEWER	06/30/2018	14.59	.00	21-6202 PROFESSIONAL SERVICES	0	7/18		
256	MATTHEW BENDER & COMPANY INC	0326128X		ID CODE 18 SUPPLEMENT PKG/INDEX/3 VOLS. JUNE 18, PI	06/30/2018	29.17	.00	25-6202 PROFESSIONAL SERVICES	0	7/18		
Total 0326128X:						486.07	.00					
Total MATTHEW BENDER & COMPANY INC:						486.07	.00					
MISCELLANEOUS VENDORS 2												
1849	MISCELLANEOUS VENDORS 2	062818		REIMBURSE EMPLOYEE, POPCICLES WITH THE MAYOR, F GIDDINGS, JUN 18	06/28/2018	10.80	.00	01-6155 MEETINGS/COMMI TTEES	1032	6/18		
1849	MISCELLANEOUS VENDORS 2	062818		REIMBURSE EMPLOYEE, POPCICLES WITH THE MAYOR, F GIDDINGS, JUN 18, WATER	06/28/2018	.48	.00	20-6155 MEETINGS/COMMI TTEES	1032	6/18		
1849	MISCELLANEOUS VENDORS 2	062818		REIMBURSE EMPLOYEE, POPCICLES WITH THE MAYOR, F GIDDINGS, JUN 18, SEWER	06/28/2018	.48	.00	21-6155 MEETINGS/COMMI TTEES	1032	6/18		
1849	MISCELLANEOUS VENDORS 2	062818		REIMBURSE EMPLOYEE, POPCICLES WITH THE MAYOR, F GIDDINGS, JUN 18, PI	06/28/2018	.24	.00	25-6155 MEETING/COMMIT TEES	1032	6/18		
Total 062818:						12.00	.00					
1849	MISCELLANEOUS VENDORS 2	062918		SUDA BAND FOR MUSIC ON THE GREENBELT, JUNE 18	06/29/2018	500.00	500.00	01-6070 DONATIONS EXPENSE	0	6/18	06/29/2018	
Total 062918:						500.00	500.00					
1849	MISCELLANEOUS VENDORS 2	06292018		MATT TORRES FOR MUSIC IN THE GREENBELT, JUNE 18	06/29/2018	500.00	500.00	01-6070 DONATIONS EXPENSE	0	6/18	06/29/2018	

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
Total 06292018:						500.00	500.00					
1849	MISCELLANEOUS VENDORS 2	070618		<u>MUSIC ON THE GREENBELT FOOD COMP TICKETS FOR VOLUNTEERS AND BAND MEMBERS, ARTS COMMISSION, JUL 18</u>	07/06/2018	70.00	.00	<u>03-6379 EXPENDITURES - ART SHOWS</u>	0	7/18		
Total 070618:						70.00	.00					
1849	MISCELLANEOUS VENDORS 2	071018		<u>REIMBURSEMENT FOR P STEVENS AIC CONFERENCE MILEAGE AND PARKING, JUL 18</u>	07/10/2018	16.22	.00	<u>01-6270 TRAVEL</u>	0	7/18		
1849	MISCELLANEOUS VENDORS 2	071018		<u>REIMBURSEMENT FOR P STEVENS AIC CONFERENCE MILEAGE AND PARKING, JUL 18, WATER</u>	07/10/2018	21.41	.00	<u>20-6270 TRAVEL EXPENSES</u>	0	7/18		
1849	MISCELLANEOUS VENDORS 2	071018		<u>REIMBURSEMENT FOR P STEVENS AIC CONFERENCE MILEAGE AND PARKING, JUL 18, SEWER</u>	07/10/2018	21.41	.00	<u>21-6270 TRAVEL EXPENSES</u>	0	7/18		
1849	MISCELLANEOUS VENDORS 2	071018		<u>REIMBURSEMENT FOR P STEVENS AIC CONFERENCE MILEAGE AND PARKING, JUL 18, PI</u>	07/10/2018	5.84	.00	<u>25-6270 TRAVEL EXPENSES</u>	0	7/18		
Total 071018:						64.88	.00					
Total MISCELLANEOUS VENDORS 2:						1,146.88	1,000.00					
NEOFUNDS BY NEOPOST												
1770	NEOFUNDS BY NEOPOST	06292018NEO		<u>POSTAGE METER REFILL, JUN.'18 - ADMIN</u>	06/29/2018	105.00	.00	<u>01-6190 POSTAGE & BILLING</u>	0	6/18		
1770	NEOFUNDS BY NEOPOST	06292018NEO		<u>POSTAGE METER REFILL, JUN.'18 - P & Z</u>	06/29/2018	15.00	.00	<u>01-6190 POSTAGE & BILLING</u>	1003	6/18		
1770	NEOFUNDS BY NEOPOST	06292018NEO		<u>POSTAGE METER REFILL, JUN.'18 - WATER</u>	06/29/2018	160.00	.00	<u>20-6190 POSTAGE & BILLING</u>	0	6/18		

City of Kuna

Payment Approval Report - City Council Approval

Page: 26

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

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
1770	NEOFUNDS BY NEOPOST	06292018NEO		<u>POSTAGE METER REFILL, JUN.'18 - SEWER</u>	06/29/2018	160.00	.00	<u>21-6190 POSTAGE & BILLING</u>	0	6/18		
1770	NEOFUNDS BY NEOPOST	06292018NEO		<u>POSTAGE METER REFILL, JUN.'18 - P.I</u>	06/29/2018	60.00	.00	<u>25-6190 POSTAGE & BILLING</u>	0	6/18		
Total 06292018NEO:						500.00	.00					
Total NEOFUNDS BY NEOPOST:						500.00	.00					
NEOPOST USA INC												
615	NEOPOST USA INC	N7225508		<u>MAIL METERING LEASE PAYMENT, 8/5/18-11/4/18 - ADMIN</u>	07/04/2018	135.72	.00	<u>01-6190 POSTAGE & BILLING</u>	0	7/18		
615	NEOPOST USA INC	N7225508		<u>MAIL METERING LEASE PAYMENT, 8/5/18-11/4/18 - P & Z</u>	07/04/2018	19.39	.00	<u>01-6190 POSTAGE & BILLING</u>	1003	7/18		
615	NEOPOST USA INC	N7225508		<u>MAIL METERING LEASE PAYMENT, 8/5/18-11/4/18 - WATER</u>	07/04/2018	206.81	.00	<u>20-6190 POSTAGE & BILLING</u>	0	7/18		
615	NEOPOST USA INC	N7225508		<u>MAIL METERING LEASE PAYMENT, 8/5/18-11/4/18 - SEWER</u>	07/04/2018	206.81	.00	<u>21-6190 POSTAGE & BILLING</u>	0	7/18		
615	NEOPOST USA INC	N7225508		<u>MAIL METERING LEASE PAYMENT, 8/5/18-11/4/18 - P.I</u>	07/04/2018	77.56	.00	<u>25-6190 POSTAGE & BILLING</u>	0	7/18		
Total N7225508:						646.29	.00					
Total NEOPOST USA INC:						646.29	.00					
PAIGE MECHANICAL GROUP, INC.												
1654	PAIGE MECHANICAL GROUP, INC.	6661		<u>HVAC LABOR AND MATERIALS, M.NADEAU, JUN.'18</u>	06/13/2018	187.50	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	6/18		
Total 6661:						187.50	.00					
1654	PAIGE MECHANICAL GROUP, INC.	6662		<u>HVAC LABOR AND MATERIALS, M.NADEAU, JUN.'18</u>	06/13/2018	187.50	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	6/18		

City of Kuna

Payment Approval Report - City Council Approval

Page: 27

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

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 6662:						187.50	.00					
1654	PAIGE MECHANICAL GROUP, INC.	6663		<u>HVAC LABOR AND PARTS, M.NADEAU, JUN.'18</u>	06/13/2018	372.10	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	6/18		
Total 6663:						372.10	.00					
Total PAIGE MECHANICAL GROUP, INC.:						747.10	.00					
PARTS, INC.												
470	PARTS, INC.	168349	7226	<u>1 EA. FLARENUT SET, S.HOWELL, JUN.'18</u>	06/20/2018	10.41	.00	<u>01-6175 SMALL TOOLS</u>	0	6/18		
470	PARTS, INC.	168349	7226	<u>1 EA. FLARENUT SET, S.HOWELL, JUN.'18</u>	06/20/2018	4.16	.00	<u>20-6175 SMALL TOOLS</u>	0	6/18		
470	PARTS, INC.	168349	7226	<u>1 EA. FLARENUT SET, S.HOWELL, JUN.'18</u>	06/20/2018	4.16	.00	<u>21-6175 SMALL TOOLS</u>	0	6/18		
470	PARTS, INC.	168349	7226	<u>1 EA. FLARENUT SET, S.HOWELL, JUN.'18</u>	06/20/2018	2.08	.00	<u>25-6175 SMALL TOOLS</u>	0	6/18		
Total 168349:						20.81	.00					
Total PARTS, INC.:						20.81	.00					
RICHARD T. ROATS												
1430	RICHARD T. ROATS	071118		<u>PARKING FOR IMA TRAINING IN BOISE FROM 1-26-18 TO 7-10 -18, JUL 17</u>	07/11/2018	28.00	.00	<u>01-6270 TRAVEL</u>	0	7/18		
Total 071118:						28.00	.00					
Total RICHARD T. ROATS:						28.00	.00					
RIDLEY'S FOOD CORP												
1673	RIDLEY'S FOOD CORP	013000191040	7159	<u>BULK ELECTRICAL WIRE, M.NADEAU, JUN.'18</u>	06/06/2018	16.99	.00	<u>21-6150 M & R - SYSTEM</u>	0	6/18		

City of Kuna

Payment Approval Report - City Council Approval

Page: 28

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

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 013000191040-448:						16.99	.00					
Total RIDLEY'S FOOD CORP:						16.99	.00					
ROCKY MOUNTAIN TURF & INDUSTRI												
478	ROCKY MOUNTAIN TURF & INDUSTRI	P02953	7263	<u>NEW GAS TANK FOR THE GRASSHOPPER MOWER, B.GILLOGLY, JUN.'18</u>	06/28/2018	249.70	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	6/18		
Total P02953:						249.70	.00					
Total ROCKY MOUNTAIN TURF & INDUSTRI:						249.70	.00					
SHARP ELECTRONICS CORP-METERED												
1806	SHARP ELECTRONICS CORP-METERED	11582402		<u>EXCESS METER READING, MODEL#MX2615N, 5/1-31/18 - PARKS</u>	06/29/2018	11.74	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	5/18		
1806	SHARP ELECTRONICS CORP-METERED	11582402		<u>EXCESS METER READING, MODEL#MX2615N, 5/1-31/18 - WATER</u>	06/29/2018	18.91	.00	<u>20-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	5/18		
1806	SHARP ELECTRONICS CORP-METERED	11582402		<u>EXCESS METER READING, MODEL#MX2615N, 5/1-31/18 - SEWER</u>	06/29/2018	23.48	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	5/18		
1806	SHARP ELECTRONICS CORP-METERED	11582402		<u>EXCESS METER READING, MODEL#MX2615N, 5/1-31/18 - P.I</u>	06/29/2018	11.08	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	5/18		
Total 11582402:						65.21	.00					
Total SHARP ELECTRONICS CORP-METERED:						65.21	.00					
STATE OF IDAHO - DIVISION OF BLDG SAFETY												
1882	STATE OF IDAHO - DIVISION OF BLDG SAFETY	H001463-2018		<u>2018 ANNUAL CERTIFICATION - SAFETY ELEVATOR PROGRAM, JULY 18</u>	06/28/2018	125.00	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	0	7/18		
Total H001463-2018:						125.00	.00					

City of Kuna

Payment Approval Report - City Council Approval

Page: 29

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

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 STATE OF IDAHO - DIVISION OF BLDG SAFETY:						125.00	.00					
SWANK MOTION PICTURES INC												
1877	SWANK MOTION PICTURES INC	DB 2524293	6551	<u>SWANK, MOVIES FOR MOVIES IN THE PARK, LEAP, JUN.'18</u>	06/21/2018	350.00	.00	03-6375 <u>EXPENDITURE- MOVIES IN THE PAR</u>	0	6/18		
Total DB 2524293:						350.00	.00					
1877	SWANK MOTION PICTURES INC	DB 2526740	6551	<u>SWANK, MOVIES FOR MOVIES IN THE PARK, THE LEGO MOVIE, J.MORFIN, JUL.'18</u>	06/27/2018	350.00	.00	03-6375 <u>EXPENDITURE- MOVIES IN THE PAR</u>	0	7/18		
Total DB 2526740:						350.00	.00					
1877	SWANK MOTION PICTURES INC	DB 2530351	6551	<u>SWANK, MOVIES FOR MOVIES IN THE PARK, BEAUTY AND THE BEAST, J.MORFIN, JAN.'18</u>	07/05/2018	350.00	.00	03-6375 <u>EXPENDITURE- MOVIES IN THE PAR</u>	0	7/18		
Total DB 2530351:						350.00	.00					
Total SWANK MOTION PICTURES INC:						1,050.00	.00					
TATES RENTS, INC.												
59	TATES RENTS, INC.	W28154-8	7261	<u>REPAIRED CHAINSAW, B.GILLOGLY, JUN.'18 - PARKS</u>	06/28/2018	67.46	.00	01-6142 MAINT. & <u>REPAIR - EQUIPMENT</u>	1004	6/18		
Total W28154-8:						67.46	.00					
Total TATES RENTS, INC.:						67.46	.00					
THE HARTWELL CORP												
1359	THE HARTWELL CORP	5853		<u>NOTARY FOR C OSWALD, JUL 18, WATER</u>	03/12/2018	21.00	.00	20-6075 <u>DUES & MEMBERSHIPS</u>	0	7/18		

City of Kuna

Payment Approval Report - City Council Approval

Page: 30

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

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
1359	THE HARTWELL CORP	5853		<u>NOTARY FOR C OSWALD, JUL 18, SEWER</u>	03/12/2018	21.00	.00	<u>21-6075 DUES & MEMBERSHIPS</u>	0	7/18		
1359	THE HARTWELL CORP	5853		<u>NOTARY FOR C OSWALD, JUL 18, PI</u>	03/12/2018	8.00	.00	<u>25-6075 DUES & MEMBERSHIPS EXPENSE</u>	0	7/18		
Total 5853:						50.00	.00					
Total THE HARTWELL CORP:						50.00	.00					
THE JORDEL COMPANY												
1523	THE JORDEL COMPANY	000000001310	7147	<u>ROUGH PLUMBING TAG STICKERS, INSPECTORS, JUNE 18</u>	06/05/2018	117.50	.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	6/18		
Total 000000001310:						117.50	.00					
1523	THE JORDEL COMPANY	000000001363	7209	<u>PRINTING FOR JERRY, JUN.'18</u>	06/19/2018	204.50	.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	6/18		
Total 000000001363:						204.50	.00					
1523	THE JORDEL COMPANY	000000001376	7209	<u>PRINTING FOR JERRY, JUN.'18</u>	06/21/2018	42.50	.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	6/18		
Total 000000001376:						42.50	.00					
1523	THE JORDEL COMPANY	000000001401	7248	<u>EVENT SIGNS, MUSIC ON THE GREENBELT, JUN.'18</u>	06/26/2018	14.23	.00	<u>01-6155 MEETINGS/COMMI TTEES</u>	1032	6/18		
1523	THE JORDEL COMPANY	000000001401	7248	<u>EVENT SIGNS, MUSIC ON THE GREENBELT, JUN.'18</u>	06/26/2018	12.08	.00	<u>01-6155 MEETINGS/COMMI TTEES</u>	1032	6/18		
1523	THE JORDEL COMPANY	000000001401	7248	<u>EVENT SIGNS, MUSIC ON THE GREENBELT, JUN.'18</u>	06/26/2018	11.65	.00	<u>21-6155 MEETINGS/COMMI TTEES</u>	1032	6/18		

City of Kuna

Payment Approval Report - City Council Approval

Page: 31

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

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
1523	THE JORDEL COMPANY	000000001401	7248	<u>EVENT SIGNS, MUSIC ON THE GREENBELT, JUN.'18</u>	06/26/2018	5.18	.00	<u>25-6155 MEETING/COMMITTEES</u>	1032	6/18		
Total 000000001401:						43.14	.00					
1523	THE JORDEL COMPANY	000000001408	7254	<u>BLUE STOCK, P&Z</u>	06/27/2018	14.70	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	6/18		
Total 000000001408:						14.70	.00					
1523	THE JORDEL COMPANY	00000001309	7141	<u>EVENT POSTERS, A.WELKER, JUN.'18</u>	06/05/2018	71.40	.00	<u>01-6155 MEETINGS/COMMITTEES</u>	1032	6/18		
Total 00000001309:						71.40	.00					
1523	THE JORDEL COMPANY	00000001354	7141	<u>EVENT POSTERS, A.WELKER, JUN.'18</u>	06/15/2018	26.08	.00	<u>01-6155 MEETINGS/COMMITTEES</u>	1032	6/18		
Total 00000001354:						26.08	.00					
Total THE JORDEL COMPANY:						519.82	.00					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:05306716	7278	<u>1 CASE COFFEE AND 1 CAN CREAMER FOR CITY HALL, JUL.'18</u>	07/03/2018	58.65	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	7/18		
Total 2160:05306716:						58.65	.00					
992	TREASURE VALLEY COFFEE	2160:05636129	7284	<u>6 EA. 5-GALLON BOTTLES OF WATER, FOR MAINTENANCE SHOP, JUL.'18</u>	07/06/2018	34.20	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	7/18		
Total 2160:05636129:						34.20	.00					

City of Kuna

Payment Approval Report - City Council Approval

Page: 32

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
992	TREASURE VALLEY COFFEE	2160:05645139	7268	<u>6 EA. 5-GALLON BOTTLES OF WATER AND 1 COOLER RENTAL FOR THE TREATMENT PLANT, C.OSWALD, JUN.'18</u>	06/28/2018	13.73	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	6/18		
992	TREASURE VALLEY COFFEE	2160:05645139	7268	<u>6 EA. 5-GALLON BOTTLES OF WATER AND 1 COOLER RENTAL FOR THE TREATMENT PLANT, C.OSWALD, JUN.'18</u>	06/28/2018	13.73	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	6/18		
992	TREASURE VALLEY COFFEE	2160:05645139	7268	<u>6 EA. 5-GALLON BOTTLES OF WATER AND 1 COOLER RENTAL FOR THE TREATMENT PLANT, C.OSWALD, JUN.'18</u>	06/28/2018	5.24	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	6/18		
Total 2160:05645139:						32.70	.00					
992	TREASURE VALLEY COFFEE	2160:05656640	7284	<u>4 EA. 5-GALLON BOTTLES OF WATER, FOR CITY HALL, JUL.'18</u>	07/06/2018	22.80	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	7/18		
Total 2160:05656640:						22.80	.00					
Total TREASURE VALLEY COFFEE:						148.35	.00					
TRENTON HOFHINES												
1822	TRENTON HOFHINES	86	7307	<u>ARCHERY CLASS FOR RANGERS, J LORENTZ, JUL 18</u>	07/11/2018	300.00	.00	<u>01-6265 TRAINING & SCH00LING</u>	1086	7/18		
Total 86:						300.00	.00					
Total TRENTON HOFHINES:						300.00	.00					
U.S. BANK (VISA)												
1444	U.S. BANK (VISA)	104381630101		<u>THE HOME DEPOT, 2-DOOR BASE CABINET, FOR CEDAR WELL HOUSE, JUN.'18</u>	06/11/2018	179.00	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	6/18		
Total 10438163010194794810:						179.00	.00					

City of Kuna

Payment Approval Report - City Council Approval

Page: 33

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1444	U.S. BANK (VISA)	133981650027	7197	<u>BSU, WOMEN'S CONFERENCE REGISTRATION, D.STEPHENS & W.HOWELL, JUN.'18</u>	06/13/2018	430.00	.00	<u>01-6265 TRAINING & SCHOOLING</u>	1003	6/18		
Total 13398165002719114803:						430.00	.00					
1444	U.S. BANK (VISA)	263881574000	7145	<u>WALMART, CONES, BATTERIES, VOLLEYBALLS, FOAM BRUSHES, HOT GLUE, JUMP ROPES, FRISBEES, WOOD STICKS, FOR RANGER PROGRAM, J.LORENTZ, JUN.'17</u>	06/05/2018	160.80	.00	<u>01-6265 TRAINING & SCHOOLING</u>	1086	6/18		
1444	U.S. BANK (VISA)	263881574000	7145	<u>WALMART, FOLDING TABLE AND TARP FOR THE MOVIES IN THE PARK, J.LORENTZ, JUN.'18</u>	06/05/2018	32.72	.00	<u>03-6375 EXPENDITURE- MOVIES IN THE PAR</u>	0	6/18		
Total 26388157400007964216:						193.52	.00					
1444	U.S. BANK (VISA)	309981580915		<u>MICROSOFT STORE, MICROSOFT OFFICE FOR PLANT CONFERENCE ROOM LAPTOP, JUN.'18 - WATER</u>	06/07/2018	92.00	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	6/18		
1444	U.S. BANK (VISA)	309981580915		<u>MICROSOFT STORE, MICROSOFT OFFICE FOR PLANT CONFERENCE ROOM LAPTOP, JUN.'18 - SEWER</u>	06/07/2018	115.00	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	6/18		
1444	U.S. BANK (VISA)	309981580915		<u>MICROSOFT STORE, MICROSOFT OFFICE FOR PLANT CONFERENCE ROOM LAPTOP, JUN.'18 - P.I</u>	06/07/2018	22.99	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	6/18		
Total 30998158091502002581:						229.99	.00					
1444	U.S. BANK (VISA)	310681550833	7112	<u>AMAZON.COM, CORNHOLE TOURNAMENT SUPPLIES, A.WELKER, MAY'18</u>	06/04/2018	447.04	.00	<u>03-6379 EXPENDITURES - ART SHOWS</u>	0	6/18		
Total 31068155083360625375:						447.04	.00					

City of Kuna

Payment Approval Report - City Council Approval

Page: 34

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1444	U.S. BANK (VISA)	330981630915		<u>IDAHO.GOV. IBOL, J.COX- J.WEBB-M.DAVILA-J.OSBORN, JUN.'18</u>	06/11/2018	368.00	.00	<u>20-6265 TRAINING & SCH00LING EXPENSE</u>	0	6/18		
1444	U.S. BANK (VISA)	330981630915		<u>IDAHO.GOV. IBOL, J.COX- J.WEBB-M.DAVILA-J.OSBORN, JUN.'18</u>	06/11/2018	92.00	.00	<u>25-6265 TRAINING & SCH00LING EXPENSE</u>	0	6/18		
Total 33098163091568007694:						460.00	.00					
1444	U.S. BANK (VISA)	330981714005	7220	<u>IDAHO.GOV. CDBG TRAINING, IDAHO DEPT OF COMMERCE, C ENGELS AND A WELKER, JUN.'18</u>	06/19/2018	121.41	.00	<u>01-6265 TRAINING & SCH00LING</u>	0	6/18		
1444	U.S. BANK (VISA)	330981714005	7220	<u>IDAHO.GOV. CDBG TRAINING, IDAHO DEPT OF COMMERCE, C ENGELS AND A WELKER, JUN.'</u>	06/19/2018	5.40	.00	<u>20-6265 TRAINING & SCH00LING EXPENSE</u>	0	6/18		
1444	U.S. BANK (VISA)	330981714005	7220	<u>IDAHO.GOV. CDBG TRAINING, IDAHO DEPT OF COMMERCE, C ENGELS AND A WELKER, JUN.'</u>	06/19/2018	5.40	.00	<u>21-6265 TRAINING & SCH00LING EXPENSE</u>	0	6/18		
1444	U.S. BANK (VISA)	330981714005	7220	<u>IDAHO.GOV. CDBG TRAINING, IDAHO DEPT OF COMMERCE, C ENGELS AND A WELKER, JUN.'</u>	06/19/2018	2.69	.00	<u>25-6265 TRAINING & SCH00LING EXPENSE</u>	0	6/18		
Total 33098171400549008848:						134.90	.00					
1444	U.S. BANK (VISA)	374781630000	7179	<u>PREP BLAST, REGISTRATION FOR CLASS, J.COX, JUN.'18</u>	06/11/2018	20.00	.00	<u>20-6265 TRAINING & SCH00LING EXPENSE</u>	0	6/18		
1444	U.S. BANK (VISA)	374781630000	7179	<u>PREP BLAST, REGISTRATION FOR CLASS, J.COX, JUN.'18</u>	06/11/2018	5.00	.00	<u>25-6265 TRAINING & SCH00LING EXPENSE</u>	0	6/18		
Total 37478163000019737888:						25.00	.00					
1444	U.S. BANK (VISA)	374781630000	7179	<u>PREP BLAST, REGISTRATION FOR CLASS, M.DAVILA, JUN.'18</u>	06/11/2018	20.00	.00	<u>20-6265 TRAINING & SCH00LING EXPENSE</u>	0	6/18		

City of Kuna

Payment Approval Report - City Council Approval

Page: 35

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1444	U.S. BANK (VISA)	374781630000	7179	<u>PREP BLAST, REGISTRATION FOR CLASS, M.DAVILA, JUN.'18</u>	06/11/2018	5.00	.00	<u>25-6265 TRAINING & SCHOOLING EXPENSE</u>	0	6/18		
Total 37478163000019747531:						25.00	.00					
1444	U.S. BANK (VISA)	374781630000	7179	<u>PREP BLAST, REGISTRATION FOR CLASS, J.WEBB, JUN.'18</u>	06/11/2018	20.00	.00	<u>20-6265 TRAINING & SCHOOLING EXPENSE</u>	0	6/18		
1444	U.S. BANK (VISA)	374781630000	7179	<u>PREP BLAST, REGISTRATION FOR CLASS, J.WEBB, JUN.'18</u>	06/11/2018	5.00	.00	<u>25-6265 TRAINING & SCHOOLING EXPENSE</u>	0	6/18		
Total 37478163000019749339:						25.00	.00					
1444	U.S. BANK (VISA)	450081634001	7182	<u>WALMART, FIRST AID KIT, RANGER PROGRAM, J.LORENTZ, JUN.'18</u>	06/11/2018	37.68	.00	<u>01-6265 TRAINING & SCHOOLING</u>	1086	6/18		
Total 45008163400121570189:						37.68	.00					
1444	U.S. BANK (VISA)	921581668948	7206	<u>EVENT REGISTRATION, NW COMMUNITY DEV INST., WORKSHOP, T.BEHUNIN, JUN.'18</u>	06/15/2018	416.00	.00	<u>01-6265 TRAINING & SCHOOLING</u>	1003	6/18		
Total 92158166894835680924:						416.00	.00					
1444	U.S. BANK (VISA)	921581708949	7206	<u>EVENT REGISTRATION, NW COMMUNITY DEV INST., WORKSHOP, J.HELLMAN, JUN.'18</u>	06/18/2018	156.00	.00	<u>01-6265 TRAINING & SCHOOLING</u>	1003	6/18		
Total 92158170894957225130:						156.00	.00					
1444	U.S. BANK (VISA)	921681451006	7100	<u>AMAZON.COM, CANOPY FOR THE RANGER PROGRAM, J.LORENTZ, MAY'18</u>	05/25/2018	126.99	.00	<u>01-6265 TRAINING & SCHOOLING</u>	1086	5/18		

City of Kuna

Payment Approval Report - City Council Approval

Page: 36

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

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 92168145100631338771:						126.99	.00					
1444	U.S. BANK (VISA)	921681461000	7094	<u>AWWA.ORG. WSO WATER DISTRIBUTION BOOK, MEMBER#02658827. C. DEYOUNG. MAY'18</u>	05/26/2018	77.20	.00	<u>20-6265 TRAINING & SCHOOLING EXPENSE</u>	0	5/18		
1444	U.S. BANK (VISA)	921681461000	7094	<u>AWWA.ORG. WSO WATER DISTRIBUTION BOOK, MEMBER#02658827. C. DEYOUNG. MAY'18</u>	05/26/2018	19.30	.00	<u>25-6265 TRAINING & SCHOOLING EXPENSE</u>	0	5/18		
Total 92168146100003607810:						96.50	.00					
1444	U.S. BANK (VISA)	921681511004	7119	<u>ISA. MEMBERSHIP, D.STEPHENS. MAY'18</u>	05/31/2018	405.00	.00	<u>01-6265 TRAINING & SCHOOLING</u>	1004	5/18		
Total 92168151100416817313:						405.00	.00					
1444	U.S. BANK (VISA)	921681521003	7134	<u>AMAZON.COM. IRRIGATION STATION MASTER PRO KIT, J.MORFIN. JUN.'18</u>	06/01/2018	175.00	.00	<u>01-6175 SMALL TOOLS</u>	1004	6/18		
Total 92168152100333545038:						175.00	.00					
1444	U.S. BANK (VISA)	921681521004	7135	<u>VISTA PRINT. EVENT BANNERS. A.WELKER. JUN.'18</u>	06/01/2018	92.33	.00	<u>01-6155 MEETINGS/COMMI TEES</u>	1032	6/18		
1444	U.S. BANK (VISA)	921681521004	7135	<u>VISTA PRINT. EVENT BANNERS. A.WELKER. JUN.'18</u>	06/01/2018	4.10	.00	<u>20-6155 MEETINGS/COMMI TEES</u>	1032	6/18		
1444	U.S. BANK (VISA)	921681521004	7135	<u>VISTA PRINT. EVENT BANNERS. A.WELKER. JUN.'18</u>	06/01/2018	4.10	.00	<u>21-6155 MEETINGS/COMMI TEES</u>	1032	6/18		
1444	U.S. BANK (VISA)	921681521004	7135	<u>VISTA PRINT. EVENT BANNERS. A.WELKER. JUN.'18</u>	06/01/2018	2.06	.00	<u>25-6155 MEETING/COMMIT TEES</u>	1032	6/18		

City of Kuna

Payment Approval Report - City Council Approval

Page: 37

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

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 92168152100405722341:						102.59	.00					
1444	U.S. BANK (VISA)	921681521004		<u>INDEED.COM, JOB POSTING FOR CITY TREASURER, MAY'18</u>	06/01/2018	22.18	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	6/18		
1444	U.S. BANK (VISA)	921681521004		<u>INDEED.COM, JOB POSTING FOR CITY TREASURER, MAY'18</u>	06/01/2018	29.27	.00	<u>20-6125 LEGAL PUBLICATIONS</u>	0	6/18		
1444	U.S. BANK (VISA)	921681521004		<u>INDEED.COM, JOB POSTING FOR CITY TREASURER, MAY'18</u>	06/01/2018	29.27	.00	<u>21-6125 LEGAL PUBLICATIONS EXPENSE</u>	0	6/18		
1444	U.S. BANK (VISA)	921681521004		<u>INDEED.COM, JOB POSTING FOR CITY TREASURER, MAY'18</u>	06/01/2018	7.99	.00	<u>25-6125 LEGAL PUBLICATIONS</u>	0	6/18		
Total 92168152100452557798:						88.71	.00					
1444	U.S. BANK (VISA)	921681541005	7136	<u>AMAZON.COM, CORN HOLE SASH, A.WELKER, JUN.'18</u>	06/03/2018	5.99	.00	<u>03-6379 EXPENDITURES - ART SHOWS</u>	0	6/18		
Total 92168154100514971423:						5.99	.00					
1444	U.S. BANK (VISA)	921681571009		<u>AMAZONPRIME, CORPORATE MEMBERSHIP, JUN.'18</u>	06/06/2018	52.47	.00	<u>01-6075 DUES & MEMBERSHIPS</u>	0	6/18		
1444	U.S. BANK (VISA)	921681571009		<u>AMAZONPRIME, CORPORATE MEMBERSHIP, JUN.'18</u>	06/06/2018	20.99	.00	<u>20-6075 DUES & MEMBERSHIPS</u>	0	6/18		
1444	U.S. BANK (VISA)	921681571009		<u>AMAZONPRIME, CORPORATE MEMBERSHIP, JUN.'18</u>	06/06/2018	20.99	.00	<u>21-6075 DUES & MEMBERSHIPS</u>	0	6/18		
1444	U.S. BANK (VISA)	921681571009		<u>AMAZONPRIME, CORPORATE MEMBERSHIP, JUN.'18</u>	06/06/2018	10.49	.00	<u>25-6075 DUES & MEMBERSHIPS EXPENSE</u>	0	6/18		
Total 92168157100957554147:						104.94	.00					
1444	U.S. BANK (VISA)	921681581004	7164	<u>LOWE'S, ROSES FOR THE ROSE GARDEN AT WINCHESTER, JUN.'18</u>	06/07/2018	217.77	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	6/18		

City of Kuna

Payment Approval Report - City Council Approval

Page: 38

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

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 92168158100474613268:						217.77	.00					
1444	U.S. BANK (VISA)	921681641003	7175	<u>AMAZON.COM. WIRELESS HEADSET, A.MCCLELLAND, JUN.'18</u>	06/13/2018	229.95	.00	<u>01-6175 SMALL TOOLS</u>	1003	6/18		
Total 92168164100335085419:						229.95	.00					
1444	U.S. BANK (VISA)	926281572069		<u>ICSC. REIMBURSEMENT ON REGISTRATION FOR R.COLLINS - DID NOT ATTEND CONFERENCE. JUN.'18</u>	06/05/2018	-540.00	.00	<u>01-6075 DUES & MEMBERSHIPS</u>	4000	6/18		
Total 92628157206983800961:						-540.00	.00					
Total U.S. BANK (VISA):						3,772.57	.00					
UTILITY REFUND #5												
1923	UTILITY REFUND #5	130190.01		<u>JIMMY TAKATA, 1326 W WHEAT CT - UTILITY REFUND</u>	07/01/2018	85.38	.00	<u>99-1075 Utility Cash Clearing</u>	0	7/18		
Total 130190.01:						85.38	.00					
1923	UTILITY REFUND #5	130770.01		<u>CHARLES W MORGAN, 1424 W TOPANGA CT - UTILITY REFUND</u>	07/06/2018	48.62	.00	<u>99-1075 Utility Cash Clearing</u>	0	7/18		
Total 130770.01:						48.62	.00					
1923	UTILITY REFUND #5	150940.03		<u>DAVID R WUERTZ, 1340 N KENNETH AVE - UTILITY REFUND</u>	07/01/2018	50.34	.00	<u>99-1075 Utility Cash Clearing</u>	0	7/18		
Total 150940.03:						50.34	.00					
1923	UTILITY REFUND #5	162095.03		<u>KELLY GILLMORE, 172 E POPLIN ST - UTILITY REFUND</u>	07/01/2018	61.95	.00	<u>99-1075 Utility Cash Clearing</u>	0	7/18		

City of Kuna

Payment Approval Report - City Council Approval

Page: 39

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

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 162095.03:						61.95	.00					
1923	UTILITY REFUND #5	170425.02		<u>SAIRA KOCH, 1721 W YUKON DR - UTILITY REFUND</u>	07/01/2018	107.86	.00	99-1075 Utility Cash Clearing	0	7/18		
Total 170425.02:						107.86	.00					
1923	UTILITY REFUND #5	174028.01		<u>CBH HOMES, 1099 S RED SAND AVE - UTILITY REFUND</u>	07/01/2018	59.17	.00	99-1075 Utility Cash Clearing	0	7/18		
Total 174028.01:						59.17	.00					
1923	UTILITY REFUND #5	175030.01		<u>CBH HOMES, 345 S ROCKER AVE - UTILITY REFUND</u>	07/10/2018	51.84	.00	99-1075 Utility Cash Clearing	0	7/18		
Total 175030.01:						51.84	.00					
1923	UTILITY REFUND #5	181685.01		<u>JENIFER S MCFARLANE, 1687 N KLEMMER AVE - UTILITY REFUND</u>	07/01/2018	51.22	.00	99-1075 Utility Cash Clearing	0	7/18		
Total 181685.01:						51.22	.00					
1923	UTILITY REFUND #5	183330.01		<u>BRENT C HANSON, 1788 N BUCKLER WAY - UTILITY REFUND</u>	07/01/2018	37.38	.00	99-1075 Utility Cash Clearing	0	7/18		
Total 183330.01:						37.38	.00					
1923	UTILITY REFUND #5	190440.01		<u>MATTHEW LAMAR MILLER, 358 W BIG RACK ST - UTILITY REFUND</u>	07/01/2018	114.73	.00	99-1075 Utility Cash Clearing	0	7/18		
Total 190440.01:						114.73	.00					
1923	UTILITY REFUND #5	201215.02		<u>BRANDON WILKINSON, 1879 N COOL SPRINGS AVE - UTILITY REFUND</u>	07/06/2018	45.03	.00	99-1075 Utility Cash Clearing	0	7/18		

City of Kuna

Payment Approval Report - City Council Approval

Page: 40

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

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 201215.02:						45.03	.00					
1923	UTILITY REFUND #5	222001.01		<u>AUTUMN GOLD SENIOR SERVICES, 820 E ACCESS ST - UTILITY REFUND</u>	07/01/2018	61.95	.00	99-1075 Utility Cash Clearing	0	7/18		
Total 222001.01:						61.95	.00					
1923	UTILITY REFUND #5	222002.01		<u>AUTUMN GOLD SENIOR SERVICES, 844 E ACCESS ST - UTILITY REFUND</u>	07/10/2018	26.88	.00	99-1075 Utility Cash Clearing	0	7/18		
Total 222002.01:						26.88	.00					
1923	UTILITY REFUND #5	240245.01A		<u>BRIAN BAILEY, 896 E LIMESTONE ST - UTILITY REFUND</u>	07/03/2018	80.12	.00	99-1075 Utility Cash Clearing	0	7/18		
Total 240245.01A:						80.12	.00					
1923	UTILITY REFUND #5	240395.01		<u>DONALD W ROBINSON, 511 N SILTSTONE AVE - UTILITY REFUND</u>	07/01/2018	103.10	.00	99-1075 Utility Cash Clearing	0	7/18		
Total 240395.01:						103.10	.00					
1923	UTILITY REFUND #5	250875.03		<u>MOUNTAIN WEST IRA, 1064 S SABRINA AVE - UTILITY REFUND</u>	07/06/2018	56.18	.00	99-1075 Utility Cash Clearing	0	7/18		
Total 250875.03:						56.18	.00					
1923	UTILITY REFUND #5	260401.02		<u>MICHAEL DAVISSON, 1840 N VERIDIAN AVE - UTILITY REFUND</u>	07/01/2018	89.74	.00	99-1075 Utility Cash Clearing	0	7/18		

City of Kuna

Payment Approval Report - City Council Approval

Page: 41

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

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
						89.74	.00					
	Total 260401.02:											
1923	UTILITY REFUND #5	262122.01		<u>RIVERWOOD HOMES, 2265 N VAN DYKE AVE - UTILITY REFUND</u>	07/01/2018	27.22	.00	<u>99-1075 Utility Cash Clearing</u>	0	7/18		
						27.22	.00					
	Total 262122.01:											
1923	UTILITY REFUND #5	274710.02		<u>SHELLI MUMFORD, 2851 W MATSU CT - UTILITY REFUND</u>	07/01/2018	88.55	.00	<u>99-1075 Utility Cash Clearing</u>	0	7/18		
						88.55	.00					
	Total 274710.02:											
1923	UTILITY REFUND #5	274850.02		<u>CHERYL SWEENEY, 9029 S ROYAL GALA AVE - UTILITY REFUND</u>	07/03/2018	173.87	.00	<u>99-1075 Utility Cash Clearing</u>	0	7/18		
						173.87	.00					
	Total 274850.02:											
1923	UTILITY REFUND #5	277027.01		<u>CBH HOMES, 583 W ALLSPICE ST - UTILITY REFUND</u>	07/01/2018	55.71	.00	<u>99-1075 Utility Cash Clearing</u>	0	7/18		
						55.71	.00					
	Total 277027.01:											
1923	UTILITY REFUND #5	277049.01		<u>CBH HOMES, 2426 N IDITAROD WAY - UTILITY REFUND</u>	07/06/2018	53.39	.00	<u>99-1075 Utility Cash Clearing</u>	0	7/18		
						53.39	.00					
	Total 277049.01:											
1923	UTILITY REFUND #5	278115.01		<u>CBH HOMES, 8890 S RED DELICIOUS WAY - UTILITY REFUND</u>	07/01/2018	66.63	.00	<u>99-1075 Utility Cash Clearing</u>	0	7/18		
						66.63	.00					
	Total 278115.01:											
1923	UTILITY REFUND #5	278116.01		<u>CBH HOMES, 8872 S RED DELICIOUS WAY, UTILITY REFUND</u>	07/01/2018	10.21	.00	<u>99-1075 Utility Cash Clearing</u>	0	7/18		

City of Kuna

Payment Approval Report - City Council Approval

Page: 42

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

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 278116.01:						10.21	.00					
1923	UTILITY REFUND #5	278120.01		<u>CBH HOMES, 8800 S RED DELICIOUS WAY - UTILITY REFUND</u>	07/10/2018	47.16	.00	99-1075 Utility Cash Clearing	0	7/18		
Total 278120.01:						47.16	.00					
1923	UTILITY REFUND #5	278135.01		<u>CBH HOMES, 8859 S ROYAL GALA AVE - UTILITY REFUND</u>	07/10/2018	51.84	.00	99-1075 Utility Cash Clearing	0	7/18		
Total 278135.01:						51.84	.00					
1923	UTILITY REFUND #5	280380.01		<u>SUNRISE HOMES, 2151 N CITRINE AVE - UTILITY REFUND</u>	07/01/2018	78.81	.00	99-1075 Utility Cash Clearing	0	7/18		
Total 280380.01:						78.81	.00					
1923	UTILITY REFUND #5	280550.01		<u>SUNRISE HOMES, 2149 N FIRE OPAL AVE - UTILITY REFUND</u>	07/01/2018	67.74	.00	99-1075 Utility Cash Clearing	0	7/18		
Total 280550.01:						67.74	.00					
1923	UTILITY REFUND #5	291012.01		<u>CBH HOMES, 6833 S NORDEAN AVE - UTILITY REFUND</u>	07/06/2018	24.14	.00	99-1075 Utility Cash Clearing	0	7/18		
Total 291012.01:						24.14	.00					
1923	UTILITY REFUND #5	291032.01		<u>CBH HOMES, 6837 S DONAWAY AVE - UTILITY REFUND</u>	07/06/2018	116.94	.00	99-1075 Utility Cash Clearing	0	7/18		
Total 291032.01:						116.94	.00					
1923	UTILITY REFUND #5	291039.01		<u>CBH, 6860 S DONAWAY AVE - UTILITY REFUND</u>	07/01/2018	64.97	.00	99-1075 Utility Cash Clearing	0	7/18		

City of Kuna

Payment Approval Report - City Council Approval

Page: 43

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

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
						64.97	.00					
1923	UTILITY REFUND #5	300570.03		<u>NICHOLAS WRIGHT, 2673 N HOSE GULCH AVE - UTILITY REFUND</u>	07/01/2018	80.26	.00	99-1075 Utility Cash Clearing	0	7/18		
						80.26	.00					
1923	UTILITY REFUND #5	301059.01		<u>HUBBLE HOMES, 2381 N GREENVILLE AVE - UTILITY REFUND</u>	07/01/2018	99.19	.00	99-1075 Utility Cash Clearing	0	7/18		
						99.19	.00					
1923	UTILITY REFUND #5	302023.01		<u>RIVERWOOD HOMES, 667 E RAISON CT - UTILITY REFUND</u>	07/06/2018	48.71	.00	99-1075 Utility Cash Clearing	0	7/18		
						48.71	.00					
1923	UTILITY REFUND #5	302024.01		<u>RIVERWOOD HOMES, 649 E RAISON CT - UTILITY REFUND</u>	07/01/2018	62.16	.00	99-1075 Utility Cash Clearing	0	7/18		
						62.16	.00					
1923	UTILITY REFUND #5	302037.02		<u>BENJAMIN J RICHESON, 496 E MERINO ST - UTILITY REFUND</u>	07/10/2018	66.41	.00	99-1075 Utility Cash Clearing	0	7/18		
						66.41	.00					
1923	UTILITY REFUND #5	302137.01		<u>KW HOMES, 1046 E ANDES DR - UTILITY REFUND</u>	07/01/2018	66.63	.00	99-1075 Utility Cash Clearing	0	7/18		
						66.63	.00					
1923	UTILITY REFUND #5	303109.01		<u>HUBBLE HOMES, 2281 N GREENVILLE AVE - UTILITY REFUND</u>	07/06/2018	42.47	.00	99-1075 Utility Cash Clearing	0	7/18		

City of Kuna

Payment Approval Report - City Council Approval

Page: 44

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

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 303109.01:						42.47	.00					
1923	UTILITY REFUND #5	303121.01		<u>HUBBLE HOMES, 2152 N GREENVILLE AVE - UTILITY REFUND</u>	07/01/2018	51.03	.00	<u>99-1075 Utility Cash Clearing</u>	0	7/18		
Total 303121.01:						51.03	.00					
1923	UTILITY REFUND #5	310222.01		<u>TOLL BROS. 9497 S UPDALE AVE - UTILITY REFUND</u>	07/01/2018	66.53	.00	<u>99-1075 Utility Cash Clearing</u>	0	7/18		
Total 310222.01:						66.53	.00					
1923	UTILITY REFUND #5	310322.01		<u>TOLL BROS. 966 W SELDOVIA DR - UTILITY REFUND</u>	07/10/2018	48.72	.00	<u>99-1075 Utility Cash Clearing</u>	0	7/18		
Total 310322.01:						48.72	.00					
1923	UTILITY REFUND #5	310323.01		<u>TOLL BROS. 1014 W SELDOVIA DR - UTILITY REFUND</u>	07/10/2018	47.49	.00	<u>99-1075 Utility Cash Clearing</u>	0	7/18		
Total 310323.01:						47.49	.00					
1923	UTILITY REFUND #5	310324.01		<u>TOLL BROS. 1038 W SELDOVIA DR - UTILITY REFUND</u>	07/01/2018	58.83	.00	<u>99-1075 Utility Cash Clearing</u>	0	7/18		
Total 310324.01:						58.83	.00					
1923	UTILITY REFUND #5	318313.014		<u>SIMPLICITY HOMES. 167 S BAY HAVEN PL - UTILITY REFUND</u>	07/01/2018	44.38	.00	<u>99-1075 Utility Cash Clearing</u>	0	7/18		
Total 318313.014:						44.38	.00					
1923	UTILITY REFUND #5	80730.01		<u>MARGARET LANDCASTER, 133 E KENTER ST - UTILITY REFUND</u>	07/01/2018	63.27	.00	<u>99-1075 Utility Cash Clearing</u>	0	7/18		

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 80730.01:						63.27	.00					
Total UTILITY REFUND #5:						2,904.75	.00					
VALLEYWIDE COOP												
1939	VALLEYWIDE COOP	537/F	7245	55 GALLONS OF HYD.OIL FOR THE FARM, T.SHAFFER, JUN.'18	06/29/2018	655.53	.00	21-6090 FARM EXPENDITURES	0	6/18		
Total 537/F:						655.53	.00					
1939	VALLEYWIDE COOP	A15784/P	7161	1000G DYED DIESEL, T.SHAFFER, JUN.'18	06/07/2018	2,649.00	.00	21-6300 FUEL	0	6/18		
Total A15784/P:						2,649.00	.00					
1939	VALLEYWIDE COOP	A15785/P	7161	1500G NON ETHANOL GAS, T.SHAFFER, JUN.'18	06/07/2018	4,307.80	.00	21-6300 FUEL	0	6/18		
Total A15785/P:						4,307.80	.00					
Total VALLEYWIDE COOP:						7,612.33	.00					
VALLI INFORMATION SYSTEMS, INC												
857	VALLI INFORMATION SYSTEMS, INC	47929		ESTATEMENT AND POSTAGE FOR BILLING FOR JUN.'18 - ADMIN	06/30/2018	895.34	.00	01-6190 POSTAGE & BILLING	0	6/18		
857	VALLI INFORMATION SYSTEMS, INC	47929		ESTATEMENT AND POSTAGE FOR BILLING FOR JUN.'18 - WATER	06/30/2018	1,406.96	.00	20-6190 POSTAGE & BILLING	0	6/18		
857	VALLI INFORMATION SYSTEMS, INC	47929		ESTATEMENT AND POSTAGE FOR BILLING FOR JUN.'18 - SEWER	06/30/2018	1,406.96	.00	21-6190 POSTAGE & BILLING	0	6/18		
857	VALLI INFORMATION SYSTEMS, INC	47929		ESTATEMENT AND POSTAGE FOR BILLING FOR JUN.'18 - P.I	06/30/2018	554.27	.00	25-6190 POSTAGE & BILLING	0	6/18		

City of Kuna

Payment Approval Report - City Council Approval

Page: 46

Report dates: 6/29/2018-7/12/2018

Jul 12, 2018 04:09PM

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 47929:						4,263.53	.00					
857	VALLI INFORMATION SYSTEMS, INC	47930		<u>LOCKBOX TRANSACTIONS AND EPAY MONTHLY MAINTENANCE FOR JUN.'18 - ADMIN</u>	06/30/2018	52.86	.00	<u>01-6190 POSTAGE & BILLING</u>	0	6/18		
857	VALLI INFORMATION SYSTEMS, INC	47930		<u>LOCKBOX TRANSACTIONS AND EPAY MONTHLY MAINTENANCE FOR JUN.'18 - WATER</u>	06/30/2018	83.06	.00	<u>20-6190 POSTAGE & BILLING</u>	0	6/18		
857	VALLI INFORMATION SYSTEMS, INC	47930		<u>LOCKBOX TRANSACTIONS AND EPAY MONTHLY MAINTENANCE FOR JUN.'18 - SEWER</u>	06/30/2018	83.06	.00	<u>21-6190 POSTAGE & BILLING</u>	0	6/18		
857	VALLI INFORMATION SYSTEMS, INC	47930		<u>LOCKBOX TRANSACTIONS AND EPAY MONTHLY MAINTENANCE FOR JUN.'18 - P.I</u>	06/30/2018	32.72	.00	<u>25-6190 POSTAGE & BILLING</u>	0	6/18		
Total 47930:						251.70	.00					
Total VALLI INFORMATION SYSTEMS, INC:						4,515.23	.00					
VERIZON WIRELESS												
1575	VERIZON WIRELESS	9809955265		<u>CELL PHONE SERVICE, 5/29-6/28/18 - ADMIN</u>	06/28/2017	62.29	.00	<u>01-6255 TELEPHONE</u>	0	6/18		
1575	VERIZON WIRELESS	9809955265		<u>CELL PHONE SERVICE, 5/29-6/28/18 - PARKS</u>	06/28/2017	400.45	.00	<u>01-6255 TELEPHONE</u>	1004	6/18		
1575	VERIZON WIRELESS	9809955265		<u>CELL PHONE SERVICE, 5/29-6/28/18 - BUILDING INSPECTION</u>	06/28/2017	53.39	.00	<u>01-6255 TELEPHONE</u>	1005	6/18		
1575	VERIZON WIRELESS	9809955265		<u>CELL PHONE SERVICE, 5/29-6/28/18 - WATER</u>	06/28/2017	329.26	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	6/18		
1575	VERIZON WIRELESS	9809955265		<u>CELL PHONE SERVICE, 5/29-6/28/18 - SEWER</u>	06/28/2017	355.95	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	6/18		

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
1575	VERIZON WIRELESS	9809955265		<u>CELL PHONE SERVICE, 5/29-6/28/18 - P.I</u>	06/28/2017	88.99	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	6/18		
1575	VERIZON WIRELESS	9809955265		<u>CELL PHONE SERVICE, 5/29-6/28/18 - ECONOMIC DEVELOPMENT</u>	06/28/2017	44.49	.00	<u>01-6255 TELEPHONE</u>	4000	6/18		
Total 9809955265:						1,334.82	.00					
1575	VERIZON WIRELESS	9810058823		<u>TABLET SERVICE, 6/2-7/1/18 - ADMIN</u>	07/01/2018	3.81	.00	<u>01-6255 TELEPHONE</u>	0	6/18		
1575	VERIZON WIRELESS	9810058823		<u>TABLET SERVICE, 6/2-7/1/18 - PARKS</u>	07/01/2018	8.37	.00	<u>01-6255 TELEPHONE</u>	1004	6/18		
1575	VERIZON WIRELESS	9810058823		<u>TABLET SERVICE, 6/2-7/1/18 - BUILDING INSPECTION</u>	07/01/2018	31.96	.00	<u>01-6255 TELEPHONE</u>	1005	6/18		
1575	VERIZON WIRELESS	9810058823		<u>TABLET SERVICE, 6/2-7/1/18 - WATER</u>	07/01/2018	37.14	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	6/18		
1575	VERIZON WIRELESS	9810058823		<u>TABLET SERVICE, 6/2-7/1/18 - SEWER</u>	07/01/2018	46.27	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	6/18		
1575	VERIZON WIRELESS	9810058823		<u>TABLET SERVICE, 6/2-7/1/18 - P.I</u>	07/01/2018	9.43	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	6/18		
Total 9810058823:						136.98	.00					
Total VERIZON WIRELESS:						1,471.80	.00					
WESTERN RECORDS DESTRUCTION, INC.												
1633	WESTERN RECORDS DESTRUCTION, INC.	0401289		<u>RECORDS DESTRUCTION SERVICE, 6/1/18-6/30/18 - ADMIN</u>	07/01/2018	7.00	.00	<u>01-6052 CONTRACT SERVICES</u>	0	6/18		
1633	WESTERN RECORDS DESTRUCTION, INC.	0401289		<u>RECORDS DESTRUCTION SERVICE, 6/1/18-6/30/18 - P & Z</u>	07/01/2018	2.25	.00	<u>01-6052 CONTRACT SERVICES</u>	1003	6/18		

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
1633	WESTERN RECORDS DESTRUCTION, INC.	0401289		<u>RECORDS DESTRUCTION SERVICE, 6/1/18-6/30/18 - WATER</u>	07/01/2018	6.63	.00	<u>20-6052 CONTRACT SERVICES</u>	0	6/18		
1633	WESTERN RECORDS DESTRUCTION, INC.	0401289		<u>RECORDS DESTRUCTION SERVICE, 6/1/18-6/30/18 - SEWER</u>	07/01/2018	6.63	.00	<u>21-6052 CONTRACT SERVICES</u>	0	6/18		
1633	WESTERN RECORDS DESTRUCTION, INC.	0401289		<u>RECORDS DESTRUCTION SERVICE, 6/1/18-6/30/18 - P.I</u>	07/01/2018	2.49	.00	<u>25-6052 CONTRACT SERVICES</u>	0	6/18		
Total 0401289:						25.00	.00					
Total WESTERN RECORDS DESTRUCTION, INC.:						25.00	.00					
WEX BANK												
1234	WEX BANK	54842360		<u>FUEL, JUN.'18 - ADMIN</u>	06/30/2018	33.34	.00	<u>01-6300 FUEL</u>	0	6/18		
1234	WEX BANK	54842360		<u>FUEL, JUN.'18 - P & Z</u>	06/30/2018	10.18	.00	<u>01-6300 FUEL</u>	1003	6/18		
1234	WEX BANK	54842360		<u>FUEL, JUN.'18 - PARKS</u>	06/30/2018	752.40	.00	<u>01-6300 FUEL</u>	1004	6/18		
1234	WEX BANK	54842360		<u>FUEL, JUN.'18 - BUILDING INSPECTION</u>	06/30/2018	298.10	.00	<u>01-6300 FUEL</u>	1005	6/18		
1234	WEX BANK	54842360		<u>FUEL, JUN.'18 - WATER</u>	06/30/2018	293.22	.00	<u>20-6300 FUEL</u>	0	6/18		
1234	WEX BANK	54842360		<u>FUEL, JUN.'18 - SEWER</u>	06/30/2018	11.24	.00	<u>21-6300 FUEL</u>	0	6/18		
1234	WEX BANK	54842360		<u>FUEL, JUN.'18 - P.I</u>	06/30/2018	76.10	.00	<u>25-6300 FUEL</u>	0	6/18		
Total 54842360:						1,474.58	.00					
Total WEX BANK:						1,474.58	.00					
Grand Totals:						488,153.01	223,285.88					

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.



CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
www.kunacity.id.gov
Phone: (208) 287-1727

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

MEMO

Date: 12 July 2018
From: Paul A. Stevens, P.E.
To: Mayor Stear & City Council
RE: Reimbursable costs for Patagonia No
2 Subdivision - Sewer

Resolution R79- 2017 was utilized to evaluate the amount to reimburse the developer of Patagonia 2 Subdivision for the sewer line.

The developer requested \$80,703.90 for increasing the sewer mainline size beyond the size needed to serve Patagonia 2. The requested amount represents the cost difference between the pipe size needed to service Patagonia 2 and the size installed. The amount requested is a slight typographical error. The correct amount is \$80,073.90.

The developer of Patagonia 2 agreed with the amount offered.

**RESOLUTION NO. R40-2018
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE AND THE CLERK TO ATTEST TO THE REIMBURSEMENT AGREEMENT WITH PATAGONIA DEVELOPMENT, LLC, IN THE AMOUNT OF EIGHTY THOUSAND SEVENTY-THREE AND 90/100 DOLLARS (\$80,073.90) FOR PATAGONIA NO. 2 SEWER TRUNK PROJECT.

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 and the Clerk is authorized to attest to that certain Agreement titled REIMBURSEMENT AGREEMENT – PATGONIA NO. 2 SEWER TRUNK PROJECT regarding cost recovery for construction of a sewer system related to said project and in the amount of eighty thousand seventy-three and 90/100 dollars (\$80,073.90) by and between the City and Patagonia Development, LLC; which Agreement is attached hereto, and made a part hereof, as if set forth in full.

PASSED BY THE COUNCIL of Kuna, Idaho this 17th day of July, 2018.

APPROVED BY THE MAYOR of Kuna, Idaho this 17th day of July, 2018.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

REIMBURSEMENT AGREEMENT

Patagonia No. 2 Sewer Trunk Project

THIS AGREEMENT made this 13th day of June 2018, by and between the CITY OF KUNA, a municipal corporation, hereinafter called CITY, and PATAGONIA DEVELOPMENT, LLC, hereinafter called DEVELOPER:

WITNESSETH:

WHEREAS, CITY has prepared, adopted and updated a Kuna Sewer System Master Plan to guide the sizing, elevation and location of sewer system facility extensions; and

WHEREAS, on October 3rd, 2017 CITY adopted Resolution Number R79-2017 outlining the Sewer Facilities Reimbursement Policy for sewer facilities construction conforming to the Kuna Sewer System Master Plan; and

WHEREAS, in implementing the updated Kuna Sewer System Master Plan, it is the further declared policy of CITY to extend the Kuna City Sewer System to areas inside the corporate limits of CITY not now served by a sewer system, subject to the owner of property in such areas being bound by and complying with all ordinances of CITY and all rules and regulations promulgated by CITY now in effect or hereinafter to be enacted; and

WHEREAS, DEVELOPER did construct a sewer system to the property known as, Patagonia Subdivision No. 2 Project, as shown on Exhibit "A," and has requested reimbursement for certain portions of the sewer system; and

WHEREAS, the constructed facilities are now included as a component of the CITY system and are now utilized by said CITY for their intended purpose; and

WHEREAS, CITY upon recommendation of the City Engineer, accepts and approves the proposal of DEVELOPER for reimbursement, subject to all the conditions hereinafter provided by this Agreement.

NOW THEREFORE, in consideration of the foregoing premises, it is agreed:

A. Preparation of Plans. DEVELOPER did cause to be prepared plans and specifications, drawings, instructions, bid proposal and all other contract documents for the construction and installation of the sewer system, shown on Exhibit "A," including rights-of-way, grades and elevation, and materials to be used in the construction and installation of said sewer system.

B. Construction of Sewer System.

(1) DEVELOPER did install, construct and erect the sewer system and appurtenances as shown on Exhibit "A," subject to the conditions hereinafter provided.

(2) DEVELOPER did provide all engineering and surveying and contract administration for the construction of the sewer system described on Exhibit "A."

(3) DEVELOPER did satisfactorily complete the project in conformance with approved plans and did provide evidence bills of the general contractor and engineer have been paid.

C. Reimbursement to DEVELOPER. In recognition of the fact that DEVELOPER did install, construct and erect a sewer system as shown on Exhibit "A" for the amounts shown in Exhibit "C", CITY shall reimburse to DEVELOPER, as directed in Paragraph M herein, up to eighty thousand seventy three dollars and ninety cents (\$80,073.90). Reimbursement shall be provided from the funds and in the manner described in the City of Kuna Sewer Facilities Reimbursement Policy attached hereto as Exhibit "B".

D. Audit Period. CITY will make an audit of this agreement on an annual basis in conformance with the Reimbursement Policy of said CITY, and refund applicable fees collected during the audit period.

E. Term of Agreement. The audit and payment of reimbursement shall be for a period not to exceed ten (10) annual payments in conformance with the Reimbursement Policy of said CITY or until such time as reimbursement has been fully paid, whichever comes first.

F. Cost of Sewer Lines on DEVELOPER'S Property. All costs and expenses, including the construction, engineering, advertising, clerical, legal and licenses and permits which were required for the construction and installation of the sewer system upon and within DEVELOPER'S property not eligible for reimbursement as defined in the Reimbursement Policy, shall be at DEVELOPER'S sole expense.

G. Compliance with Laws. Upon connection to sewer, DEVELOPER agrees to abide by all applicable Kuna City laws, rules and regulations pertaining to sewer systems.

H. Indemnification and Insurance. DEVELOPER shall indemnify and save and hold harmless CITY from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by DEVELOPER related to the design, construction and otherwise providing of the facilities described in paragraphs B.1, B.2 and B.3, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of CITY or its employees.

I. No Assignment. DEVELOPER shall not assign any portion of this Agreement or any privilege hereunder, either voluntarily or involuntarily, without the prior written consent of CITY, which consent shall not be unreasonably withheld.

J. Definition of DEVELOPER’S Property. The term “DEVELOPER’S PROPERTY” in this Agreement shall mean the parcels described on Exhibit “A” attached hereto.

K. Representations.

(1) DEVELOPER, as defined above, represents that it is the only bona fide claimant to the reimbursements referenced in this agreement. Further, DEVELOPER represents it will indemnify CITY from all other claims as outlined in Paragraph H above.

(2) DEVELOPER, as defined above, represents that the General Contractor(s) for the construction of facilities described in Exhibit “A” have been fully paid. Further, DEVELOPER represents it will indemnify CITY from all claims of General Contractor(s) as outlined in Paragraph H above.

(3) DEVELOPER, as defined above, represents that in constructing and installing the sewer system referenced in this Agreement, it has complied with all laws, orders and regulations of Federal, State and Municipal authorities and has all licenses or permits which are required for the construction and installation of said system.

L. Binding Effect. The terms and conditions of this Agreement shall be binding upon all of DEVELOPER’S assigns, or successors in interest to this Agreement.

M. Payments under terms of this agreement are to be made and addressed to: Patagonia Development, LLC; c/o Westpark Company, Inc.; P.O. Box 344; Meridian, Idaho 83680.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers, members and/or partners the day and year first above written.

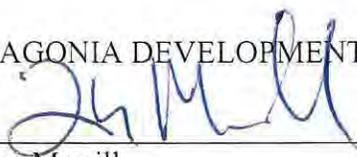
CITY OF KUNA

ATTEST:

MAYOR

CITY CLERK

PATAGONIA DEVELOPMENT, LLC

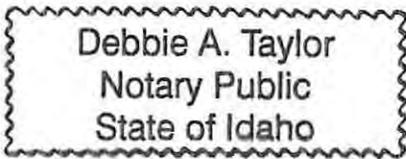


Taylor Merrill

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 13th day of June, 2018, before me, a notary public in and for said state, personally appeared Taylor Merrill known to be to be the authorized representative of Patagonia Development, LLC and the person who subscribed said name to the foregoing instrument, and acknowledged to me that they executed the same.

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



Debbie A. Taylor
Notary Public for Idaho
Residing at Nampa, Idaho
My commission expires: 11/30/2023

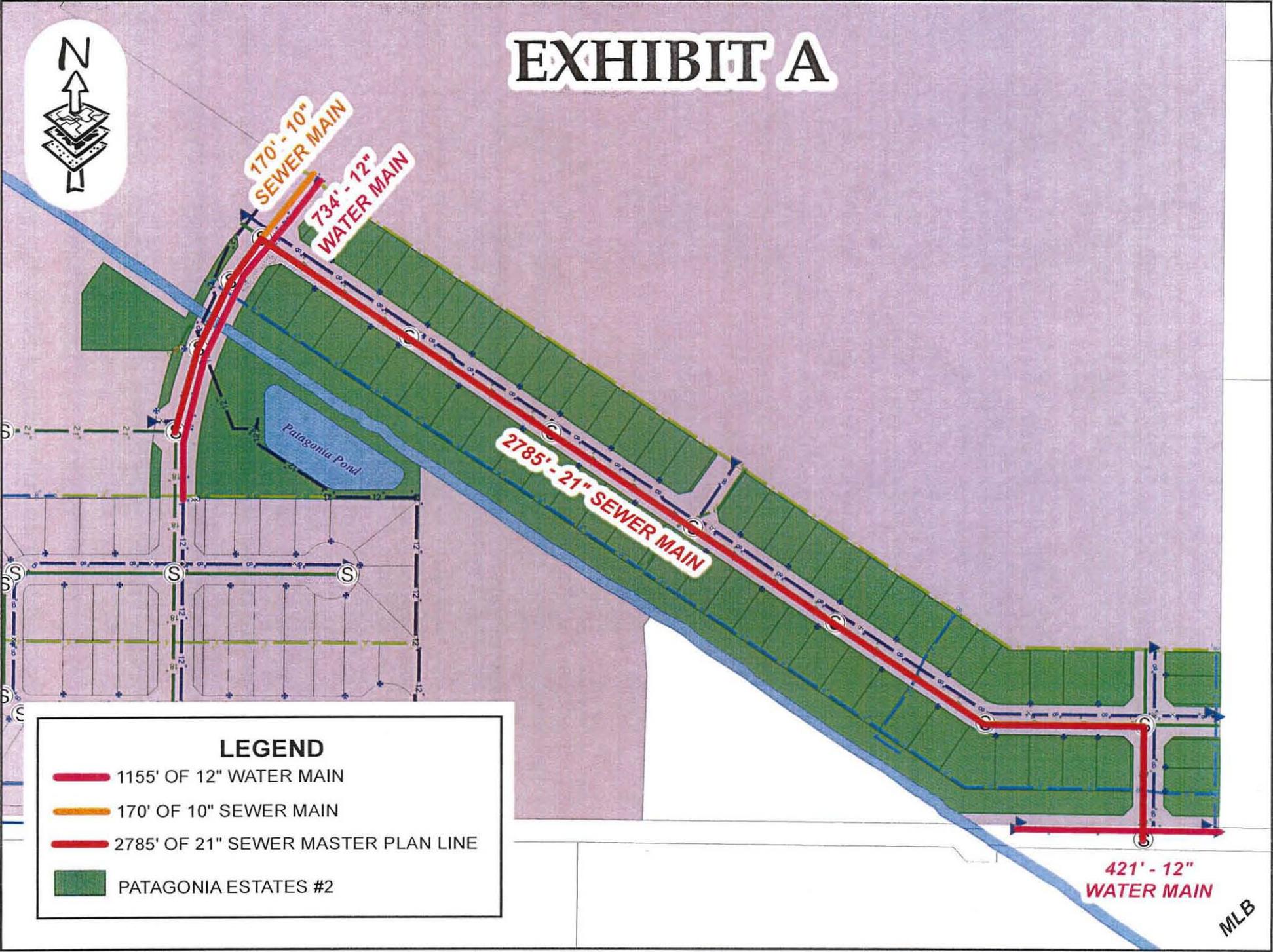
STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this _____ day of _____, 2018, before me, the undersigned, personally appeared JOE L. STEAR and _____ Mayor and City Clerk respectively of KUNA CITY, a municipal corporation, known to be to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said corporation.

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

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

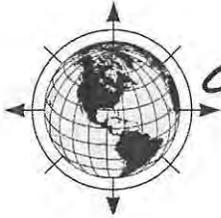
EXHIBIT A



LEGEND

- 1155' OF 12" WATER MAIN
- 170' OF 10" SEWER MAIN
- 2785' OF 21" SEWER MASTER PLAN LINE
- PATAGONIA ESTATES #2

MLB



CIVIL INNOVATIONS, PUC
PROFESSIONAL ENGINEERING

1043 E. Park Blvd. Ste. 101
Boise, ID 83712
Phone: (208) 884-8181
www.civil-innovations.com

February 28, 2018

Mr. Paul Stevens, PE
Kuna City Engineer
6950 N. Ten Mile Road
Kuna, ID 83634

REQUESTED QUANTITIES

Re: Patagonia Subdivision No. 2

Dear Paul:

The developer of Patagonia Subdivision No. 2 requests reimbursements from the City of Kuna for infrastructure construction as allowed by the City's reimbursement policy. Below is a summary of the costs that we believe may be eligible for reimbursement. Further detail of each is provided in the enclosed documentation.

Water Main Upsizing:	\$19,004.20
Sewer Main Upsizing:	<u>\$80,703.90</u>
Total:	\$99,708.10 ✓

Enclosed are a spreadsheet with itemized costs, the contractor's price proposal, and a copy of the relevant construction plan sheets.

If you have questions or require any additional information, please let us know.

Sincerely,

Ben Thomas, PE

Enclosures:

- Spreadsheet with line item costs
- L2 Excavation price proposal
- Water and sewer plan sheets

Patagonia Subdivision No. 2

Pipe Upsizing Costs

Water Main Upsizing

Item	Qty	Unit	Unit Price	Total
12" C900 water main	1216	LF	\$ 10.20	\$ 12,403.20
12" gate valve	5	EA	\$ 860.00 ✓	\$ 4,300.00 ✓
Misc. fittings	1	LS	\$ 2,301.00	\$ 2,301.00
Total				\$ 19,004.20

Notes:

- 1) 12" C900 unit price is difference between 8" (\$19.90) and 12" (\$30.10)
- 2) 12" gate valve unit price is difference between 8" (\$1,190) and 12" (\$2,050)
- 3) Misc. fittings is 30% of total based on ratio of 12" to 8" main length

Sewer Main Upsizing

Item	Qty	Unit	Unit Price	Total
21" sewer main	2785	EA	\$ 28.50 ✓	\$ 79,372.50 ✓
10" sewer main	167	LF	\$ 4.20 ✓	\$ 701.40 ✓
Total				\$ 80,073.90 ✓

Notes:

- 1) 21" main unit price is difference between 8" (\$25.40) and 21" (\$53.90)
- 2) 10" main unit price is difference between 8" (\$25.40) and 10" (\$29.60)



3-5-18
OK
PER
CARLEE

2817 Brandt Ave
Nampa, ID 83687

Idaho State Contractor's License #RCE-38764
Idaho Public Works License #020467 - A - 4

Owner: Westpark Company

Project Name: Patagonia Sub. No. 2

Address:

Submitted to: Taylor Merrill

City,State,Zip:

Heading	Item #	Line Item	Qty	UOM		Unit Price	Total
21" Sewer Main	1	Sewer	2463	LF	@	\$ 53.90	\$ 132,755.70
10" Sewer Main	2		167	LF	@	\$ 29.60	\$ 4,943.20
8" Sewer Main	3		373	LF	@	\$ 25.40	\$ 9,474.20
Sewer Manhole	4		7	EA	@	\$ 3,110.00	\$ 21,770.00
Sewer Cleanout	5		4	EA	@	\$ 426.00	\$ 1,704.00
4" Sewer Service	6		63	EA	@	\$ 754.00	\$ 47,502.00
Hubbard Road - Sewer TC & Type P Patch	7		1	LS	@	\$ 2,190.00	\$ 2,190.00
Subtotal							\$ 220,339.10
12" Water Main	1	Water	1177	LF	@	\$ 30.10	\$ 35,427.70
8" Water Main	2		2940	LF	@	\$ 19.90	\$ 58,506.00
12" Gate Valve	3		5	EA	@	\$ 2,050.00	\$ 10,250.00
8" Gate Valve	4		14	EA	@	\$ 1,190.00	\$ 16,660.00
Misc Fittings	5		1	LS	@	\$ 7,670.00	\$ 7,670.00
Fire Hydrant Assembly	6		8	EA	@	\$ 3,810.00	\$ 30,480.00
Blowoff Assembly	7		8	EA	@	\$ 2,090.00	\$ 16,720.00
Double Water Service	8		30	EA	@	\$ 1,320.00	\$ 39,600.00
Single Water Service	9		3	EA	@	\$ 1,071.00	\$ 3,213.00
Air Release Assembly	10		3	EA	@	\$ 5,740.00	\$ 17,220.00
2" Water Service	11		2	EA	@	\$ 2,550.00	\$ 5,100.00
Hubbard Road - Water TC & Type P Patch	12		1	LS	@	\$ 13,910.40	\$ 13,910.40
Subtotal							\$ 254,757.10
12" SD Main	1	Storm Drain	185	LF	@	\$ 42.10	\$ 7,788.50
1000 Gallon Sediment Box	2		2	EA	@	\$ 3,760.00	\$ 7,520.00
1500 Gallon Sediment Box	3		3	EA	@	\$ 4,870.00	\$ 14,610.00
Seepage Bed	4		5	EA	@	\$ 18,100.00	\$ 90,500.00
Subtotal							\$ 120,418.50
12" PIRR Main	1	Pressure Irrigation	684	LF	@	\$ 24.40	\$ 16,689.60
10" PIRR Main	2		83	LF	@	\$ 21.80	\$ 1,809.40
8" PIRR Main	3		3705	LF	@	\$ 15.90	\$ 58,909.50
6" PIRR Main	4		315	LF	@	\$ 14.70	\$ 4,630.50
4" PIRR Main	5		2340	LF	@	\$ 10.30	\$ 24,102.00
12" Gate Valve	6		7	EA	@	\$ 1,890.00	\$ 13,230.00
10" Gate Valve	7		3	EA	@	\$ 1,540.00	\$ 4,620.00
8" Gate Valve	8		12	EA	@	\$ 1,086.00	\$ 13,032.00

6" Gate Valve	9		5	EA	@	\$ 759.00	\$ 3,795.00
4" Gate Valve	10		11	EA	@	\$ 596.00	\$ 6,556.00
Misc Fittings	11		1	LS	@	\$ 18,600.00	\$ 18,600.00
PIRR Drain Assembly	12		1	EA	@	\$ 580.00	\$ 580.00
PIRR Service	13		75	EA	@	\$ 450.00	\$ 33,750.00
24" C905 Sleeve	14		164	LF	@	\$ 56.00	\$ 9,184.00
20" C900 Sleeve	15		64	LF	@	\$ 40.00	\$ 2,560.00
16" C905 Sleeve	16		146	LF	@	\$ 39.00	\$ 5,694.00
8" C900 Sleeve	17		202	LF	@	\$ 6.80	\$ 1,373.60
Subtotal							\$ 219,115.60
18" GIRR Main	1	Gravity Irrigation	610	LF	@	\$ 39.50	\$ 24,095.00
15" GIRR Main	2		2493	LF	@	\$ 31.30	\$ 78,030.90
4x4 GIRR Box	3		15	EA	@	\$ 3,150.00	\$ 47,250.00
15" CMP Apron w/Rip Rap	4		2	EA	@	\$ 1,081.00	\$ 2,162.00
GIRR Weir Box	5		2	EA	@	\$ 12,300.00	\$ 24,600.00
Subtotal							\$ 176,137.90
Mobilization	1	Mobilization	1	LS	@	\$ 9,191.00	\$ 9,191.00
Subtotal							\$ 9,191.00
						Total	\$ 999,959.20

L² Excavation LLC shall be paid for actual quantities installed. Payment is due upon progress billings each 30 days. Retainage held shall be a maximum of 5%. The retainage will be payable upon final acceptance by the governing authority. The amount due shall bear interest at the highest rate allowed by law from date of billing.

All work to be completed in a workmanlike manner according to the specifications and standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond the control of L² Excavation LLC. L² Excavation LLC employees are fully covered by Worker's Compensation Insurance. L² Excavation LLC may withdraw this proposal if not accepted within 15 days from the date of proposal. In the event of litigation, the prevailing party shall be entitled to reasonable attorney's fees.

L² Excavation LLC

Authorized Signature

Eric Bird

Eric Bird
Vice President

8/24/2017

Date

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. L² Excavation LLC is authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature

Date

**RESOLUTION NO. R79-2017
CITY OF KUNA, IDAHO**

CITY SEWER FACILITIES REIMBURSEMENT POLICY – 2017

PURPOSE

A resolution of the City of Kuna setting forth a reimbursement policy that provides real property owners, developers, and/or the City of Kuna, hereinafter referred to as Sponsoring Developers, a mechanism to seek reimbursement for eligible sewer facilities that exceed the Sponsoring Developer’s sewer facilities requirements as provided below. When a Sponsoring Developer, at its own expense and in conformance with the City Sewer System Master Plan or at the direction of the City, constructs an extension of the existing sewer system or constructs oversized sewer facilities determined by the City to be larger than needed to serve the Sponsoring Developer’s project, the Sponsoring Developer may be reimbursed to the extent allowed in this policy by entering into a reimbursement agreement with the City. Reimbursement will be for eligible costs of the sewer facilities as described below.

City Sewer Collection Pipelines are classified as follows:

1. Master Plan Interceptor Line (Street Frontage) – A sewer collection main larger than 8 inches, identified in the Master Plan to be part of the major sewer collection network and located in or adjacent to the street right-of-way fronting Sponsoring Developer’s property. In this policy, frontage lines are treated as on-site lines.
2. Master Plan Interceptor Line (On-site) – A sewer collection main larger than 8 inches, identified in the Master Plan to be part of the major sewer collection network and located within the Sponsoring Developer’s property including lines in or adjacent to the street right-of-way fronting Sponsoring Developer’s property.
3. Master Plan Interceptor Line (Off-site) – A sewer collection main larger than 8 inches, identified in the Master Plan to be part of the major sewer collection network and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer’s property.
4. Non-Master Plan Collection Line (On-site) - A sewer collection main not identified in the Master Plan to be part of the major sewer collection network, located on-site of the Sponsoring Developer’s property, and whose principal purpose is to collect waste water from the various points of service within the Sponsoring Developer’s property.
5. Non-Master Plan Collection Line (Off-site) – A sewer collection main not identified in the Master Plan to be part of the major sewer collection network and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer’s property.

6. Stub Line (On-site) - A sewer collection main located on-site of the Sponsoring Developer's property, connected to any of the sewer collection mains on-site and extending to the property boundary, beyond the last point of collection for the Sponsoring Developer's property, and whose principal purpose is to collect waste water from neighboring properties. A stub line is generally constructed at the direction of the City, is generally 8 or 10 inches in diameter and is not a frontage line or Master Plan Interceptor line.

A Sponsoring Developer's project may be eligible or ineligible for reimbursement according to criteria outlined herein. For instance, a line constructed larger than needed at Sponsoring Developer's discretion and not at the direction of the City is not eligible for reimbursement.

Each project or development is presumed to benefit from the work of earlier Sponsoring Developers and to have, as a condition for receiving benefit from the existing city sewer system, a "reasonable duty" to add to, enhance, oversize or extend the existing system within certain limits. This "reasonable duty" is not reimbursable. The construction of on-site or off-site facilities beyond this "reasonable duty" is presumed to be eligible for reimbursement to the extent allowed in this policy and as approved by the City.

"Reasonable duty" includes expenses incurred by the Sponsoring Developer from examples that follow:

1. Payment of Connection Fees: Connection fees are remitted at the time of building permit issuance, or in other circumstances, at the time of connection to the system as defined in city resolutions.
2. Master Plan Interceptor Line (On-Site): Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer's peak discharge, whichever is larger, at the depth and slope implied in the Master Plan. The Sponsoring Developer's "reasonable duty" for interceptor line construction is the length of interceptor line needed per development acre, as defined herein.
3. Master Plan Interceptor Line (Off-site): Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer's peak discharge, whichever is larger, at the depth and slope implied in the Master Plan. The Sponsoring Developer's "reasonable duty" for off-site interceptor line construction is the interceptor line needed per development acre less the length of interceptor line on-site, but not less than zero.
4. Non-Master Plan Collection Line (On-site): Construct the line with a diameter of 8 inches as directed by the City, or the nominal diameter needed in reference to Sponsoring Developer's peak discharge, whichever is larger, and which is Sponsoring Developer's "reasonable duty". If the City directs that an on-site non-master plan main line be replaced with a line larger than the "reasonable duty", it will be treated as an On-Site Gravity Sewer Facility for reimbursement purposes.

5. Non-Master Plan Collection Line (Off-site): Construct the line with a diameter of 8 inches, or the nominal diameter needed in reference to Sponsoring Developer's peak discharge, whichever is larger, and which is Sponsoring Developer's "reasonable duty". If the City directs that an off-site non-master plan main line be replaced with a line larger than the "reasonable duty", it will be treated as an Off-Site Gravity Sewer Facility for reimbursement purposes.
6. Stub Line (On-site): Construct the line with a diameter of 8 or 10 inches and at the depth and slope as directed by the City, and which is Sponsoring Developer's "reasonable duty".

DEFINITIONS

1. Interceptor Line Needed: Based on characteristics of development in Kuna; relying on the major sewer collection network defined in the Master Plan; adding for undeveloped land, waste land and other unconnected properties; adding for parks, common areas, right-of-way and other public properties and deducting for connection fees paid in equivalent feet; it requires a net 20 lineal feet of interceptor line per acre to serve the gross acreage of Sponsoring Developer's project.
2. Interceptor Line Needed-Amended: For projects also connecting to pressure irrigation and/or potable water, but which do not construct sufficient trunk line in the other facilities to satisfy the "trunk line needed" obligation in those other facilities, shall have the un-satisfied obligation in the other facilities, factored for relative cost, added to the "interceptor line needed" obligation for the sewer collection system.
3. Line Capacity: The water carrying capacity of a pipeline for purposes of this policy is assumed to be 75% of the discharge computed by Manning's Equation at the minimum slope allowed per the "Ten States Standards". The City Engineer shall maintain a standard chart of pipe capacities.
4. Nominal Diameter Needed: In terms relevant to this policy, the minimum standard pipe diameter (8", 10", 12", 15" and larger) with sufficient transmission capacity to carry the Sponsoring Developer's designated peak discharge.
5. Peak Discharge: In terms relevant to this policy, the Peak Discharge is assumed to be the Average Discharge multiplied by the peaking factor of the City Engineer's standard chart.
6. Property: For purposes of determining whether over-sized lines are on-site, off-site or lie in the frontage and for computing the nominal diameter needed, "Property" of Sponsoring Developer shall include the present project, future phases of the project, and other properties in the vicinity of the over-sized line in which the Sponsoring Developer or his partners, has a property interest. However, once the "interceptor line needed" component of the "reasonable duty" has been satisfied for a parcel, it is not imposed again for subsequent cost recovery agreements.

7. **Property in the Vicinity:** Property in the same quarter section as the over-sized pipe line, or in the case of over-sized pipe lines fronting section or quarter-section lines, property in the quarter sections on each side, is considered “in the vicinity”. In most instances the City will require that interceptor lines are located as contemplated in the City Master Plan.
8. **Very Large Interceptor Lines:** Interceptor lines larger than a diameter of 15-inches and larger than the nominal diameter needed. In calculating relative cost factor, the ratio of cost per foot for water or pressure irrigation trunk lines to the cost per foot for the minimum diameter of very large interceptor lines shall be used.

CONSTRUCTED SEWER FACILITIES ELIGIBLE FOR REIMBURSEMENT

For sewer facilities to be considered eligible for any reimbursement from the City, the sewer facilities must meet at least one of the following conditions:

1. **Off-Site Lines:** A sewer collection main extension that lies off-site of the Sponsoring Developer’s property and is beyond the “reasonable duty” of Sponsoring Developer’s project; or
2. **On-Site Lines:** A sewer collection main extension that lies within the Sponsoring Developer’s property and is beyond the “reasonable duty” of Sponsoring Developer’s project; or
3. **Deep On-Site Lines:** A sewer collection main extension located within the Sponsoring Developer’s property, not larger than the minimum nominal diameter needed to serve Sponsoring Developer’s project, but required by the City to be deeper than 10-feet and deeper than the depth required to serve Sponsoring Developer’s property. The eligible cost for this item may include trench excavation, backfill and rock excavation for the portion of excavation deeper than 10-feet and deeper than the depth required to serve the Sponsoring Developer’s property. Depth of the sewer pipe will be determined from pre-developed ground elevation to the invert elevation of the sewer pipe; or
4. **Large On-Site Lines:** A sewer main 18 inches in diameter or larger, and larger than needed to serve the Sponsoring Developer’s property, may be considered for additional eligible excavation and backfill costs (primarily based on added width of excavation and backfill) not covered under items 2 and 3 above; or
5. **Lift Stations:** Permanent sewage lift stations required by the City, together with required force mains, and sized to serve areas in addition to Sponsoring Developer’s property. Temporary lift stations and/or force mains are not eligible for reimbursement from the City; or
6. **Off-Site Easements:** Off-site easements required for construction of the above described sewer facilities may also be eligible for reimbursement; or

7. **Off-Site Engineering:** Engineering services for off-site eligible sewer facilities up to a maximum of 7 percent (7%) of the construction cost of said sewer facilities; or
8. **City Construction:** When the City constructs sewer collection mains, sewer lift stations and/or force mains using City funds, the City constructed sewer facilities will be eligible for reimbursement to the City as a Sponsoring Developer and in the manner noted herein.

REIMBURSEMENT CONDITIONS

To be eligible for reimbursement, the Sponsoring Developer must, unless otherwise approved by the City, do the following:

1. Sponsoring Developer's project must be annexed into the City; and
2. Design the sewer facilities in accordance with the City's sewer master plan; and
3. Receive at least three bids for the sewer construction and select the lowest responsive bid, unless otherwise approved by the City; and
4. Receive preliminary plat, special use permit or building permit approval from or complete a municipal service agreement with the City for the development being served by the sewer facilities; and
5. Construct the sewer facilities in accordance with the City approved plans and specifications including all lines, diameters and depths directed by the City; and
6. Lawfully dedicate the sewer system facilities and any necessary easements to the City.

AMOUNT OF REIMBURSEMENT

1. *Off-Site Gravity Sewer Facilities:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible off-site sewer collection main extensions beyond the "reasonable duty" shall be based upon a proportional amount of the costs to design and construct the facility computed from the ratio of the capacity of the nominal diameter needed by the Sponsoring Developer's project to 75% of the capacity of the diameter provided.
2. *On-Site Gravity Sewer Facilities:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible on-site sewer collection main extensions beyond the size and/or depth of the "reasonable duty", shall be based upon an amount computed as the difference between the cost to design and construct the pipe size of the "reasonable duty" and the cost to design and construct the pipe size provided.
3. *Permanent Lift Stations and Force Mains:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible lift stations and force mains beyond

the “reasonable duty” shall be based upon a proportional amount of the costs to design and construct the facility computed from the ratio of the capacity of the “reasonable duty” of the Sponsoring Developer’s project to 75% of the capacity of the facility provided.

4. *Interest:* Interest shall accrue on the Sponsoring Developer’s remaining Eligible Reimbursement principal amount, as determined by items 1 through 2 above, at the simple rate of four percent (4%) per annum for a period of up to ten (10) years. The agreement shall have the amortization chart attached as an exhibit.

FINANCING SEWER FACILITIES

The City will generate revenue for financing sewer facilities reimbursement agreements by assessing each equivalent dwelling unit (EDU) a Sewer Interceptor Fee (SIF) at or before issuance of a building permit. The amount of this SIF per EDU will be established by City Council resolution. The City will review the SIF amount each year and may make adjustments annually as deemed necessary to cover sewer facility reimbursement costs.

REIMBURSEMENT AGREEMENTS AND METHODS OF REIMBURSEMENT

1. A Reimbursement Agreement entered into between the City and the Sponsoring Developer is a requirement for receiving reimbursement and shall provide Sponsoring Developers the opportunity to receive up to a maximum of ten (10) consecutive annual reimbursement payments. The Reimbursement Agreement shall be entered into within one hundred eighty (180) days after completion of the project.
2. City sponsored extensions and expansions are presumed to exclusively benefit existing and future users and the public in general. As a Sponsoring Developer, the City is not required to enter into an agreement with itself, is not limited in number of annual payments and the costs of its projects are fully reimbursable and not subject to reductions in reimbursement by proportional usage or the “reasonable duty” defined herein. The City is subject, in its annual reimbursements, to the annual distribution percentages defined herein.
3. No Reimbursement Agreement shall reimburse Sponsoring Developers for construction costs that exceed the eligible reimbursement amount.
4. The City will retain 10% of the collected SIF for administration and developer support. This 10% fee will not reduce the Sponsoring Developers eligible reimbursement dollar amount - only the amount of funds each year available for reimbursement to the Sponsoring Developer(s).
5. The Reimbursement Agreement will terminate when the sooner of either occurs: the Sponsoring Developer has been fully reimbursed the agreed upon reimbursement amount at or prior to the end of the term of the agreement, or the City has tendered the tenth

(10th) annual payment whether or not the eligible reimbursement amount is paid in full. In no event shall the Reimbursement Agreement be extended beyond the initial term.

- 6. The City will collect SIF from all entities that connect to and utilize the City’s sewer facilities in conformance with adopted City policies. The portion of the SIF dedicated for reimbursement to Sponsoring Developers shall be reimbursed annually less the retained ten percent (10%) administration cost. Reimbursement payments, therefore, will be made on an annual basis only up to the amount of the SIF collected for sewer reimbursement and, in the proportions as defined below to each Sponsoring Developer.
- 7. The portion of the SIF dedicated for reimbursement that is collected annually will be reimbursed and distributed to Sponsoring Developers annually, based on the percent of each Sponsoring Developer’s initial Total Eligible Reimbursement amount is to the combined initial Total Eligible Reimbursement amount of all Developer Sponsored Eligible Facilities for that reimbursement year. The Sponsoring Developer’s initial Total Eligible Reimbursement will not vary from year-to-year until retired but the Sponsoring Developer’s percentage will vary as the combined initial Total Eligible Reimbursement amounts change from year-to-year.

Reimbursements will only be distributed for ten (10) annual payments after final acceptance of the Eligible Facility. Depending on the SIF collected within the ten-year period, the Total Eligible Cost may or may not be reimbursed. Also reimbursement to each Sponsoring Developer will not exceed his/her Total Eligible Reimbursement amount. Eligible Facilities completed on or before August 31st will first become eligible for reimbursement funds on or after September 1st the following year.

- 8. If in any year a Sponsoring Developer’s claim is satisfied with a partial payment, the dedicated portion of the SIF for that year shall be reduced by the partial payment and the remainder shall be distributed to the remaining Sponsoring Developers without further consideration of the satisfied claim.

Adopted by the City of Kuna this 3rd day of October 2017.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk



EXHIBIT "C"
 OVERSIZED SEWER AND WATER COST RECOVERY
 SUMMARY
 Patagonia 2

OVERSIZED UTILITY	TOTAL RECOVERABLE PROJECT COST	ANNUAL PAYMENT BASED ON 4% INTEREST AND 10 ANNUAL, EQUAL PAYMENTS.	TOTAL ESTIMATED INTEREST OVER LIFE OF LOAN	TOTAL ESTIMATED COST FOR TEN YEAR DURATION
SEWER	\$80,073.90	\$9,872.39	\$18,649.97	\$98,723.87
WATER	\$14,703.94	\$1,812.86	\$3,424.69	\$18,128.63
TOTAL SEWER & WATER	\$94,777.84	\$11,685.25	\$22,074.65	\$116,852.49



CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
www.kunacity.id.gov
Phone: (208) 287-1727

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

MEMO

Date: 12 July 2018
From: Paul A. Stevens, P.E.
To: Mayor Stear & City Council
RE: Reimbursable costs for Patagonia No 2 Subdivision - Water

In evaluating the amount of water reimbursement to the developer of Patagonia No. 2 subdivision, resolution R80-2017 was utilized.

The developer requested \$19,004.20 for increasing the water mainline size beyond the size needed to serve Patagonia 2. The requested amount represents the cost difference between the pipe size needed and the size installed.

The developer was slightly under the "reasonable duty" for this portion of the work. According to resolution R-80-2017, the shortage was fulfilled from the off site work. This reduced the reimbursement amount by \$4,300.26 leaving a net amount to reimburse of \$14,703.94.

The developer of Patagonia 2 agreed with the reduction and is content with the amount offered.

**RESOLUTION NO. R41-2018
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE AND THE CLERK TO ATTEST TO THE REIMBURSEMENT AGREEMENT WITH PATAGONIA DEVELOPMENT, LLC, IN THE AMOUNT OF FOURTEEN THOUSAND SEVEN HUNDRED THREE AND 94/100 DOLLARS (\$14,703.94) FOR PATAGONIA NO. 2 WATER TUNK PROJECT.

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 and the Clerk is authorized to attest to that certain Agreement titled REIMBURSEMENT AGREEMENT – PATGONIA NO. 2 WATER TRUNK PROJECT regarding cost recovery for construction of a water system related to said project and in the amount of fourteen thousand seven hundred three and 94/100 dollars (\$14,703.94) by and between the City and Patagonia Development, LLC; which Agreement is attached hereto, and made a part hereof, as if set forth in full.

PASSED BY THE COUNCIL of Kuna, Idaho this 17th day of July, 2018.

APPROVED BY THE MAYOR of Kuna, Idaho this 17th day of July, 2018.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

REIMBURSEMENT AGREEMENT

Patagonia No. 2 Water Trunk Project

THIS AGREEMENT made this 13th day of June 2018, by and between the CITY OF KUNA, a municipal corporation, hereinafter called CITY, and PATAGONIA DEVELOPMENT, LLC, hereinafter called DEVELOPER:

WITNESSETH:

WHEREAS, CITY has prepared, adopted and updated a Kuna Water System Master Plan to guide the sizing, elevation and location of water system facility extensions; and

WHEREAS, on October 3, 2017 CITY adopted Resolution Number R80-2017 outlining the Water Facilities Reimbursement Policy for Water facilities construction conforming to the Kuna Water System Master Plan; and

WHEREAS, in implementing the updated Kuna Water System Master Plan, it is the further declared policy of CITY to extend the Kuna City Water System to areas inside the corporate limits of CITY not now served by a water system, subject to the owner of property in such areas being bound by and complying with all ordinances of CITY and all rules and regulations promulgated by CITY now in effect or hereinafter to be enacted; and

WHEREAS, DEVELOPER did construct a water system to the property known as, Patagonia Subdivision No. 2 Project, as shown on Exhibit "A," and has requested reimbursement for certain portions of the water system; and

WHEREAS, the constructed facilities are now included as a component of the CITY system and are now utilized by said CITY for their intended purpose; and

WHEREAS, CITY upon recommendation of the City Engineer, accepts and approves the proposal of DEVELOPER for reimbursement, subject to all the conditions hereinafter provided by this Agreement.

NOW THEREFORE, in consideration of the foregoing premises, it is agreed:

A. Preparation of Plans. DEVELOPER did cause to be prepared plans and specifications, drawings, instructions, bid proposal and all other contract documents for the construction and installation of the water system, shown on Exhibit "A," including rights-of-way, grades and elevation, and materials to be used in the construction and installation of said water system.

B. Construction of Sewer System.

(1) DEVELOPER did install, construct and erect the water system and appurtenances as shown on Exhibit "A," subject to the conditions hereinafter provided.

(2) DEVELOPER did provide all engineering and surveying and contract administration for the construction of the water system described on Exhibit "A."

(3) DEVELOPER did satisfactorily complete the project in conformance with approved plans and did provide evidence bills of the general contractor and engineer have been paid.

C. Reimbursement to DEVELOPER. In recognition of the fact that DEVELOPER did install, construct and erect a water system as shown on Exhibit "A" for the amounts shown in Exhibit "C", CITY shall reimburse to DEVELOPER, as directed in Paragraph M herein, up to fourteen thousand seven hundred three dollars and ninety-four cents (\$14,703.94). Reimbursement shall be provided from the funds and in the manner described in the City of Kuna Water Facilities Reimbursement Policy attached hereto as Exhibit "B".

D. Audit Period. CITY will make an audit of this agreement on an annual basis in conformance with the Reimbursement Policy of said CITY, and refund applicable fees collected during the audit period.

E. Term of Agreement. The audit and payment of reimbursement shall be for a period not to exceed ten (10) annual payments in conformance with the Reimbursement Policy of said CITY or until such time as reimbursement has been fully paid, whichever comes first.

F. Cost of Water Lines on DEVELOPER'S Property. All costs and expenses, including the construction, engineering, advertising, clerical, legal and licenses and permits which were required for the construction and installation of the water system upon and within DEVELOPER'S property not eligible for reimbursement as defined in the Reimbursement Policy, shall be at DEVELOPER'S sole expense.

G. Compliance with Laws. Upon connection to water, DEVELOPER agrees to abide by all applicable Kuna City laws, rules and regulations pertaining to water systems.

H. Indemnification and Insurance. DEVELOPER shall indemnify and save and hold harmless CITY from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by DEVELOPER related to the design, construction and otherwise providing of the facilities described in paragraphs B.1, B.2 and B.3, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of CITY or its employees.

I. No Assignment. DEVELOPER shall not assign any portion of this Agreement or any privilege hereunder, either voluntarily or involuntarily, without the prior written consent of CITY, which consent shall not be unreasonably withheld.

J. Definition of DEVELOPER'S Property. The term "DEVELOPER'S PROPERTY" in this Agreement shall mean the parcels described on Exhibit "A" attached hereto.

K. Representations.

(1) DEVELOPER, as defined above, represents that it is the only bona fide claimant to the reimbursements referenced in this agreement. Further, DEVELOPER represents it will indemnify CITY from all other claims as outlined in Paragraph H above.

(2) DEVELOPER, as defined above, represents that the General Contractor(s) for the construction of facilities described in Exhibit "A" have been fully paid. Further, DEVELOPER represents it will indemnify CITY from all claims of General Contractor(s) as outlined in Paragraph H above.

(3) DEVELOPER, as defined above, represents that in constructing and installing the water system referenced in this Agreement, it has complied with all laws, orders and regulations of Federal, State and Municipal authorities and has all licenses or permits which are required for the construction and installation of said system.

L. Binding Effect. The terms and conditions of this Agreement shall be binding upon all of DEVELOPER'S assigns, or successors in interest to this Agreement.

M. Payments under terms of this agreement are to be made and addressed to: Patagonia Development, LLC; c/o Westpark Company, Inc.; P.O. Box 344; Meridian, Idaho 83680.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers, members and/or partners the day and year first above written.

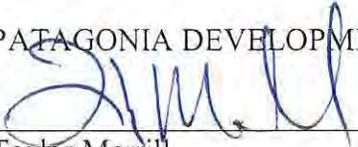
CITY OF KUNA

ATTEST:

MAYOR

CITY CLERK

PATAGONIA DEVELOPMENT, LLC

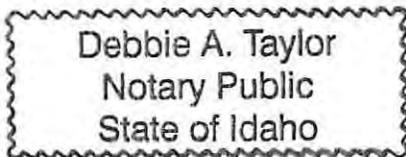


Taylor Merrill

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 13th day of June, 2018, before me, a notary public in and for said state, personally appeared Taylor Merrill known to be to be the authorized representative of Patagonia Development LLC and the person who subscribed said name to the foregoing instrument, and acknowledged to me that they executed the same.

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



Debbie A Taylor
Notary Public for Idaho
Residing at Nampa, ID, Idaho
My commission expires: 11/30/2023

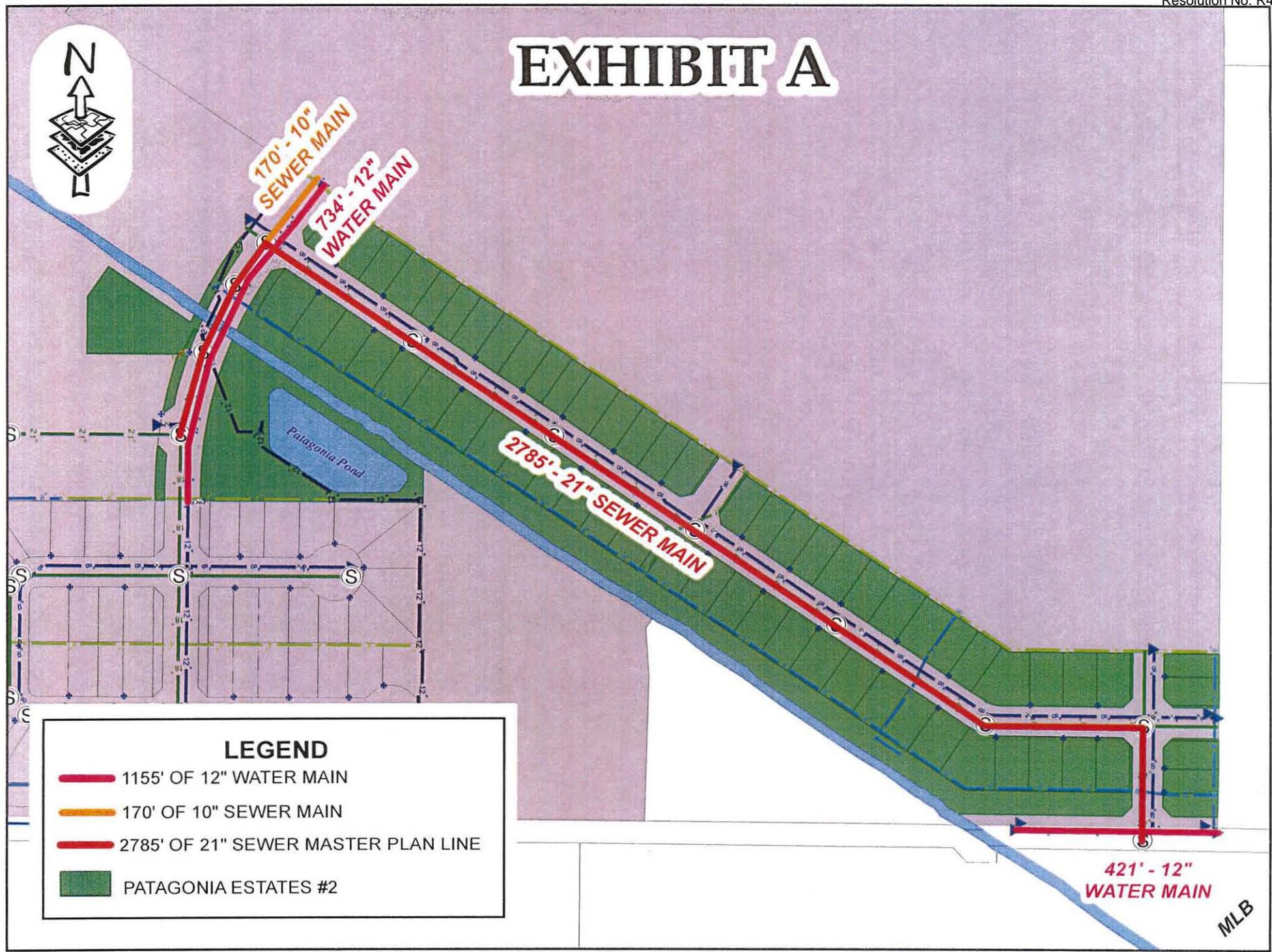
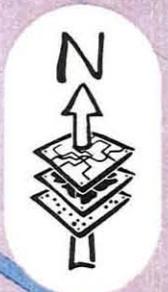
STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this _____ day of _____, 2018, before me, the undersigned, personally appeared JOE L. STEAR and _____ Mayor and City Clerk respectively of KUNA CITY, a municipal corporation, known to be to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said corporation.

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

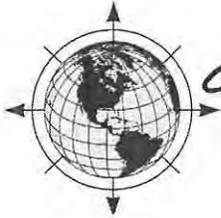
Notary Public for Idaho
Residing at _____, Idaho
My commission expires: _____

EXHIBIT A



LEGEND

- 1155' OF 12" WATER MAIN
- 170' OF 10" SEWER MAIN
- 2785' OF 21" SEWER MASTER PLAN LINE
- PATAGONIA ESTATES #2



CIVIL INNOVATIONS, P.U.C.
PROFESSIONAL ENGINEERING

1043 E. Park Blvd. Ste. 101
Boise, ID 83712
Phone: (208) 884-8181
www.civil-innovations.com

February 28, 2018

Mr. Paul Stevens, PE
Kuna City Engineer
6950 N. Ten Mile Road
Kuna, ID 83634

REQUESTED QUANTITIES

Re: Patagonia Subdivision No. 2

Dear Paul:

The developer of Patagonia Subdivision No. 2 requests reimbursements from the City of Kuna for infrastructure construction as allowed by the City's reimbursement policy. Below is a summary of the costs that we believe may be eligible for reimbursement. Further detail of each is provided in the enclosed documentation.

Water Main Upsizing:	\$19,004.20
Sewer Main Upsizing:	<u>\$80,703.90</u>
Total:	\$99,708.10 ✓

Enclosed are a spreadsheet with itemized costs, the contractor's price proposal, and a copy of the relevant construction plan sheets.

If you have questions or require any additional information, please let us know.

Sincerely,

Ben Thomas, PE

Enclosures:

- Spreadsheet with line item costs
- L2 Excavation price proposal
- Water and sewer plan sheets

Patagonia Subdivision No. 2

Pipe Upsizing Costs

Water Main Upsizing

Item	Qty	Unit	Unit Price	Total
12" C900 water main	1216	LF	\$ 10.20	\$ 12,403.20
12" gate valve	5	EA	\$ 860.00 ✓	\$ 4,300.00 ✓
Misc. fittings	1	LS	\$ 2,301.00	\$ 2,301.00
Total				\$ 19,004.20

Notes:

- 1) 12" C900 unit price is difference between 8" (\$19.90) and 12" (\$30.10)
- 2) 12" gate valve unit price is difference between 8" (\$1,190) and 12" (\$2,050)
- 3) Misc. fittings is 30% of total based on ratio of 12" to 8" main length

Sewer Main Upsizing

Item	Qty	Unit	Unit Price	Total
21" sewer main	2785	EA	\$ 28.50 ✓	\$ 79,372.50 ✓
10" sewer main	167	LF	\$ 4.20 ✓	\$ 701.40 ✓
Total				\$ 80,073.90 ✓

Notes:

- 1) 21" main unit price is difference between 8" (\$25.40) and 21" (\$53.90)
- 2) 10" main unit price is difference between 8" (\$25.40) and 10" (\$29.60)



3-5-18
OK
PER
CARLEE

2817 Brandt Ave
Nampa, ID 83687

Idaho State Contractor's License #RCE-38764
Idaho Public Works License #020467 - A - 4

Owner: Westpark Company

Project Name: Patagonia Sub. No. 2

Address:

Submitted to: Taylor Merrill

City,State,Zip:

Heading	Item #	Line Item	Qty	UOM		Unit Price	Total
21" Sewer Main	1	Sewer	2463	LF	@	\$ 53.90	\$ 132,755.70
10" Sewer Main	2		167	LF	@	\$ 29.60	\$ 4,943.20
8" Sewer Main	3		373	LF	@	\$ 25.40	\$ 9,474.20
Sewer Manhole	4		7	EA	@	\$ 3,110.00	\$ 21,770.00
Sewer Cleanout	5		4	EA	@	\$ 426.00	\$ 1,704.00
4" Sewer Service	6		63	EA	@	\$ 754.00	\$ 47,502.00
Hubbard Road - Sewer TC & Type P Patch	7		1	LS	@	\$ 2,190.00	\$ 2,190.00
Subtotal							\$ 220,339.10
12" Water Main	1	Water	1177	LF	@	\$ 30.10	\$ 35,427.70
8" Water Main	2		2940	LF	@	\$ 19.90	\$ 58,506.00
12" Gate Valve	3		5	EA	@	\$ 2,050.00	\$ 10,250.00
8" Gate Valve	4		14	EA	@	\$ 1,190.00	\$ 16,660.00
Misc Fittings	5		1	LS	@	\$ 7,670.00	\$ 7,670.00
Fire Hydrant Assembly	6		8	EA	@	\$ 3,810.00	\$ 30,480.00
Blowoff Assembly	7		8	EA	@	\$ 2,090.00	\$ 16,720.00
Double Water Service	8		30	EA	@	\$ 1,320.00	\$ 39,600.00
Single Water Service	9		3	EA	@	\$ 1,071.00	\$ 3,213.00
Air Release Assembly	10		3	EA	@	\$ 5,740.00	\$ 17,220.00
2" Water Service	11		2	EA	@	\$ 2,550.00	\$ 5,100.00
Hubbard Road - Water TC & Type P Patch	12		1	LS	@	\$ 13,910.40	\$ 13,910.40
Subtotal							\$ 254,757.10
12" SD Main	1	Storm Drain	185	LF	@	\$ 42.10	\$ 7,788.50
1000 Gallon Sediment Box	2		2	EA	@	\$ 3,760.00	\$ 7,520.00
1500 Gallon Sediment Box	3		3	EA	@	\$ 4,870.00	\$ 14,610.00
Seepage Bed	4		5	EA	@	\$ 18,100.00	\$ 90,500.00
Subtotal							\$ 120,418.50
12" PIRR Main	1	Pressure Irrigation	684	LF	@	\$ 24.40	\$ 16,689.60
10" PIRR Main	2		83	LF	@	\$ 21.80	\$ 1,809.40
8" PIRR Main	3		3705	LF	@	\$ 15.90	\$ 58,909.50
6" PIRR Main	4		315	LF	@	\$ 14.70	\$ 4,630.50
4" PIRR Main	5		2340	LF	@	\$ 10.30	\$ 24,102.00
12" Gate Valve	6		7	EA	@	\$ 1,890.00	\$ 13,230.00
10" Gate Valve	7		3	EA	@	\$ 1,540.00	\$ 4,620.00
8" Gate Valve	8		12	EA	@	\$ 1,086.00	\$ 13,032.00

6" Gate Valve	9		5	EA	@	\$ 759.00	\$ 3,795.00
4" Gate Valve	10		11	EA	@	\$ 596.00	\$ 6,556.00
Misc Fittings	11		1	LS	@	\$ 18,600.00	\$ 18,600.00
PIRR Drain Assembly	12		1	EA	@	\$ 580.00	\$ 580.00
PIRR Service	13		75	EA	@	\$ 450.00	\$ 33,750.00
24" C905 Sleeve	14		164	LF	@	\$ 56.00	\$ 9,184.00
20" C900 Sleeve	15		64	LF	@	\$ 40.00	\$ 2,560.00
16" C905 Sleeve	16		146	LF	@	\$ 39.00	\$ 5,694.00
8" C900 Sleeve	17		202	LF	@	\$ 6.80	\$ 1,373.60
Subtotal							\$ 219,115.60
18" GIRR Main	1	Gravity Irrigation	610	LF	@	\$ 39.50	\$ 24,095.00
15" GIRR Main	2		2493	LF	@	\$ 31.30	\$ 78,030.90
4x4 GIRR Box	3		15	EA	@	\$ 3,150.00	\$ 47,250.00
15" CMP Apron w/Rip Rap	4		2	EA	@	\$ 1,081.00	\$ 2,162.00
GIRR Weir Box	5		2	EA	@	\$ 12,300.00	\$ 24,600.00
Subtotal							\$ 176,137.90
Mobilization	1	Mobilization	1	LS	@	\$ 9,191.00	\$ 9,191.00
Subtotal							\$ 9,191.00
						Total	\$ 999,959.20

L² Excavation LLC shall be paid for actual quantities installed. Payment is due upon progress billings each 30 days. Retainage held shall be a maximum of 5%. The retainage will be payable upon final acceptance by the governing authority. The amount due shall bear interest at the highest rate allowed by law from date of billing.

All work to be completed in a workmanlike manner according to the specifications and standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond the control of L² Excavation LLC. L² Excavation LLC employees are fully covered by Worker's Compensation Insurance. L² Excavation LLC may withdraw this proposal if not accepted within 15 days from the date of proposal. In the event of litigation, the prevailing party shall be entitled to reasonable attorney's fees.

L² Excavation LLC

Authorized Signature

Eric Bird

Eric Bird
Vice President

8/24/2017

Date

Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. L² Excavation LLC is authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature

Date

**RESOLUTION NO. R80-2017
CITY OF KUNA, IDAHO**

CITY POTABLE WATER FACILITIES REIMBURSEMENT POLICY - 2017

PURPOSE

A resolution of the City of Kuna setting forth a reimbursement policy that provides real property owners, developers, and/or the City of Kuna, hereinafter referred to as Sponsoring Developers, a mechanism to seek reimbursement for eligible potable water facilities that exceed the Sponsoring Developer's sewer facilities requirements as provided below. When a Sponsoring Developer, at its own expense and in conformance with the City Water System Master Plan or at the direction of the City, constructs an extension or expansion of the existing potable water system determined by the City to be larger than needed to serve Sponsoring Developer's project, the Sponsoring Developer may be reimbursed to the extent allowed in this policy by entering into a reimbursement agreement with the City. Reimbursement will be for eligible costs of the potable water facilities as described below.

City Water Pipelines are classified as follows:

1. Master Plan Trunk Line (Street Frontage) – A 12-inch diameter, or larger, main line identified in the Master Plan to be part of the major distribution grid and located in or adjacent to the street right-of-way fronting Sponsoring Developer's property. In this policy, frontage lines are treated as on-site lines.
2. Master Plan Trunk Line (On-site) – A 12-inch diameter, or larger, main line identified in the Master Plan to be part of the major distribution grid and located within the Sponsoring Developer's property but not in or adjacent to the street right-of-way fronting Sponsoring Developer's property.
3. Master Plan Trunk Line (Off-site) – An 12-inch diameter, or larger, main line identified in the Master Plan to be part of the major distribution grid and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer's property.
4. Non-Master Plan Line (Off-site) – A main line not identified in the Master Plan to be part of the major distribution grid and not located on-site or in the street frontage or adjacent to the street right-of-way fronting Sponsoring Developer's property.
5. Distribution Line (On-site) - A main line not identified in the Master Plan to be part of the major distribution grid, located on-site of the Sponsoring Developer's property, and whose principal purpose is to deliver water to the various points of service within the Sponsoring Developer's property.
6. Stub Line (On-site) - A main line located on-site of the Sponsoring Developer's property, connected to any of the main lines on-site and extending to the property boundary,

beyond the last point of delivery for the Sponsoring Developer's property, and whose principal purpose is to deliver water to neighboring properties. A stub line is generally constructed at the direction of the City, is generally 8 inches in diameter or smaller and is not a frontage line or Master Plan line.

A Sponsoring Developer's project may be eligible or ineligible for reimbursement according to criteria outlined herein. For instance, a line constructed larger than needed at Sponsoring Developer's discretion and not at the direction of the City is not eligible for reimbursement.

Each project or development is presumed to benefit from the work of earlier Sponsoring Developers and to have, as a condition for receiving benefit from the existing city potable water system, a "reasonable duty" to add to, enhance, oversize or extend the existing system within certain limits. This "reasonable duty" is not reimbursable. The construction of on-site or off-site facilities beyond this "reasonable duty" is presumed to be eligible for reimbursement to the extent allowed in this policy and as approved by the City.

"Reasonable duty" includes expenses incurred by the Sponsoring Developer from examples that follow:

1. **Payment of Connection Fees:** Connection fees are remitted at the time of building permit issuance, or in other circumstances, at the time of connection to the system as defined in city resolutions.
2. **Master Plan Trunk Line (On-Site):** Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger. The Sponsoring Developer's "reasonable duty" for trunk line construction is the length of trunk line needed per development acre, as defined herein.
3. **Master Plan Trunk Line (Off-site):** Construct the diameter specified in the Master Plan, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger. The Sponsoring Developer's "reasonable duty" for off-site trunk line construction is the trunk line needed per development acre less the length of trunk line on-site, but not less than zero.
4. **Non-Master Plan Line (Off-site):** Construct the line with a diameter of 8 inches, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger, and which is Sponsoring Developer's "reasonable duty". If the City directs that an off-site non-master plan main line be replaced with a trunk line, it will be treated as an off-site Master Plan Trunk Line for reimbursement purposes.
5. **Distribution Line (On-site):** Construct the line with a diameter of 6 or 8 inches as directed by the City, or the nominal diameter needed in reference to Sponsoring Developer's peak demand, whichever is larger, and which is Sponsoring Developer's "reasonable duty".

6. Stub Line (On-site): Construct the line with a diameter up to 8 inches as directed by the City, and which is Sponsoring Developer's "reasonable duty".

DEFINITIONS

1. Line Capacity: The water carrying capacity of a pipeline for purposes of this policy is based on pressure drop of 0.0037 psi per foot of line.
2. Nominal Diameter Needed: In terms relevant to this policy, the standard pipe diameter (6", 8", 10", 12" and larger) with sufficient transmission capacity to carry the designated peak demand.
3. Peak Demand: In terms relevant to this policy, the Peak Demand is assumed to be the Peak Hour Demand, inclusive of fire flow demands.
4. Property: For purposes of determining whether over-sized lines are on-site, off-site or lie in the frontage and for computing the nominal diameter needed, "Property" of Sponsoring Developer shall include the present project, future phases of the project, and other properties in the vicinity of the over-sized line in which the Sponsoring Developer or his partners, has a property interest. However, once the "trunk line needed" component of the "reasonable duty" has been satisfied for a parcel, it is not imposed again for subsequent cost recovery agreements.
5. Property in the Vicinity: Property adjacent or in the same quarter section as the over-sized pipe line, or in the case of over-sized pipe lines fronting section or quarter-section lines, property in the quarter sections on each side, is considered "in the vicinity". In most instances the City will require that trunk lines are located along section and quarter-section lines as contemplated in the City Master Plan.
6. Trunk Line Needed: Based on characteristics of development in Kuna; relying on the ½ mile trunk line grid in the Master Plan; adding for undeveloped land, waste land and other unconnected properties; adding for parks, common areas and other public properties and deducting for connection fees paid in equivalent feet; it requires an average of 33 lineal feet of trunk line to serve each acre of the remaining connected property.
7. Trunk Line Needed-Amended: For projects also connecting to pressure irrigation and/or sewer, but which do not construct sufficient trunk line in the other facilities to satisfy the "trunk line needed" obligation in those other facilities, shall have the un-satisfied obligation in the other facilities, factored for relative cost, added to the "trunk line needed" obligation for the potable water system.

CONSTRUCTED POTABLE WATER FACILITIES ELIGIBLE FOR REIMBURSEMENT

For potable water facilities to be considered eligible for any reimbursement from the City, the potable water facilities must meet at least one of the following conditions:

1. Off-Site Lines: A potable water main extension that lies off-site the Sponsoring Developer's property and is beyond the "reasonable duty" of Sponsoring Developer's project; or
2. On-Site Lines: A potable water main extension that lies within the Sponsoring Developer's property (on-site), is beyond the "reasonable duty" of Sponsoring Developer's project; or
3. Off-Site Easements: Off-site easements required for construction of the above described eligible off-site potable water facilities; or
4. Off-Site Engineering: Engineering services for off-site eligible potable water facilities up to a maximum of 7 percent (7%) of the construction cost of said potable water facilities; or
5. Supply Facilities: Any new potable water supply facilities, as distinguished from transmission facilities, whether completely new facilities or facility upgrades. The facility's costs may include wells, pumps and controls, standby power, storage tanks, booster station, SCADA controls and any other potable water supply facilities approved by the City. Potable water supply facilities will be reimbursed from the potable water Supply portion of Connection Fees using similar distribution methodology described herein; or
6. City Construction: When the City constructs extensions or replacements of potable water lines of any diameter using City funds, the City constructed potable water facilities will be eligible for reimbursement to the City as a Sponsoring Developer and in the manner noted herein.

REIMBURSEMENT CONDITIONS

To be eligible for reimbursement, the Sponsoring Developer must, unless otherwise approved by the City, do the following:

1. Sponsoring Developer's project must be annexed into the City; and
2. Design the potable water facilities in accordance with the City's potable water master plan; and
3. Receive at least three bids for the potable water construction and select the lowest responsive bid, unless otherwise approved by the City; and
4. Receive preliminary plat, special use permit or building permit approval from or complete a municipal service agreement with the City for the development being served by the potable water facilities; and

5. Construct the potable water facilities in accordance with the City approved plans and specifications including all lines and diameters directed by the City; and
6. Lawfully dedicate the potable water system facilities and any necessary easements to the City.

AMOUNT OF REIMBURSEMENT

1. *Off-Site Potable Water Facilities:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible off-site potable water extensions beyond the “reasonable duty” shall be based upon a proportional amount of the costs to design and construct the facility computed from the ratio of the capacity of the nominal diameter needed by the Sponsoring Developer’s project to 75% of the capacity of the diameter provided.
2. *On-Site Potable Water Facilities:* The amount of Eligible Reimbursement available to the Sponsoring Developer for eligible on-site potable water pipelines beyond the size of the “reasonable duty”, shall be based upon an amount computed as the difference between the cost to design and construct the pipe size of the “reasonable duty” and the cost to design and construct the pipe size provided.
3. *Interest:* Interest shall accrue on the Sponsoring Developer’s remaining Eligible Reimbursement principal amount, as determined by items 1 through 2 above, at the simple rate of four percent (4%) per annum for a period of up to ten (10) years. The agreement shall have the amortization chart attached as an exhibit.

FINANCING POTABLE WATER FACILITIES

The City will generate revenue for financing water facilities reimbursement agreements by assessing each equivalent dwelling unit (EDU) a Water Main Line Fee (WMLF) at or before issuance of a building permit. The amount of this WMLF will be established by City Council resolution. The City will review the WMLF amount each year and may make adjustments annually as deemed necessary to cover water main line reimbursement costs

REIMBURSEMENT AGREEMENTS AND METHODS OF REIMBURSEMENT

1. A reimbursement agreement entered into between the City and the sponsoring Developer is a requirement for receiving reimbursement and shall provide the Sponsoring Developers the opportunity to receive a maximum of ten (10) consecutive annual reimbursement payments. The Reimbursement Agreement shall be entered into within one hundred eighty (180) days after completion of the project.
2. City sponsored extensions and expansions are presumed to exclusively benefit existing and future users and the public in general. As a Sponsoring Developer, the City is not required to enter into an agreement with itself, is not limited in number of annual

payments and the costs of its projects are fully reimbursable and not subject to reductions in reimbursement by proportional usage or the “reasonable duty” defined herein. The City is subject, in its annual reimbursements, to the annual distribution percentages defined herein.

3. No reimbursement agreement shall reimburse Sponsoring Developers for construction costs that exceed the eligible reimbursement amount.
4. The City will retain 10% of the collected WMLF for administration and developer support. This 10% fee will not reduce the Sponsoring Developer’s eligible reimbursement dollar amount, only the amount of funds available each year for reimbursement to the Sponsoring Developer(s).
5. The Reimbursement Agreement will terminate when the sooner of either occurs: the Sponsoring Developer has been fully reimbursed the agreed upon reimbursement amount at or prior to the end of the term of the agreement or the City has tendered the tenth (10th) annual payment whether or not the eligible reimbursement amount is paid in full. In no event shall the Reimbursement Agreement be extended beyond the initial term.
6. The City will collect WMLF from all entities that connect to and utilize the City’s water facilities in conformance with adopted city policies. The portion of the WMLF dedicated for reimbursement to Sponsoring Developers shall be reimbursed annually less the retained ten percent (10%) administration cost. Reimbursement payments, therefore, will be made on an annual basis only up to the amount of the WMLF collected for water reimbursement and, in the proportions as defined below, to each Sponsoring Developer.
7. The portion of the WMLF dedicated for reimbursement that is collected annually will be reimbursed and distributed to Sponsoring Developers annually, based on the percent of each Sponsoring Developer’s initial Total Eligible Reimbursement amount compared to the combined initial Total Eligible Reimbursement amounts of all Developer Sponsored Eligible Facilities for that reimbursement year. The Sponsoring Developer’s initial Total Eligible Reimbursement will not vary from year-to-year until retired but the Sponsoring Developer’s percentage will vary as the combined initial Total Eligible Reimbursement amounts change from year-to-year.

Reimbursements will only be distributed for ten (10) annual payments after final acceptance of the Eligible Facility. Depending on the WMLF collected within the ten-year period, the Total Eligible Cost may or may not be reimbursed. Also, reimbursement to each Sponsoring Developer will not exceed his/her Total Eligible Reimbursement amount. Eligible Facilities completed on or before August 31st will first become eligible for the first payment of reimbursement funds on September 1st the following year.

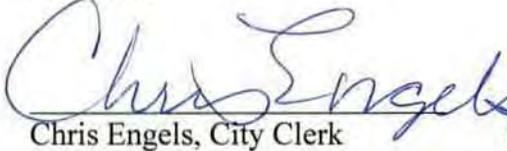
8. If in any year a Sponsoring Developer’s claim is satisfied with a partial payment, the dedicated portion of the WMLF for that year shall be reduced by the partial payment and the remainder shall be distributed to the remaining Sponsoring Developers without further consideration of the satisfied claim.

Adopted by the City of Kuna this 3rd day of October 2017.



Joe L. Stear, Mayor

ATTEST:



Chris Engels, City Clerk



EXHIBIT "C"
 OVERSIZED SEWER AND WATER COST RECOVERY
 SUMMARY
 Patagonia 2

OVERSIZED UTILITY	TOTAL RECOVERABLE PROJECT COST	ANNUAL PAYMENT BASED ON 4% INTEREST AND 10 ANNUAL, EQUAL PAYMENTS.	TOTAL ESTIMATED INTEREST OVER LIFE OF LOAN	TOTAL ESTIMATED COST FOR TEN YEAR DURATION
SEWER	\$80,073.90	\$9,872.39	\$18,649.97	\$98,723.87
WATER	\$14,703.94	\$1,812.86	\$3,424.69	\$18,128.63
TOTAL SEWER & WATER	\$94,777.84	\$11,685.25	\$22,074.65	\$116,852.49

**RESOLUTION NO. R42-2018
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE SERVICE AGREEMENT WITH iWORQ TO UPGRADE THE EXISTING SERVICE WHERE THE CITY RECEIVES QUARTERLY UPDATES TO THE NEW SERVICE WHERE THE CITY WILL RECEIVE MONTHLY UPDATES OF PARCEL INFORMATION TO THE DATABASE.

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 iWORQ service agreement to upgrade the existing service where the City receives quarterly updates to the new service where the City will receive monthly updates of parcel information to the database, pursuant to the terms of the agreement, as attached as **Exhibit A**.

PASSED BY THE COUNCIL of Kuna, Idaho this 17th day of July, 2018.

APPROVED BY THE MAYOR of Kuna, Idaho this 17th day of July, 2018.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk



sales@iworq.com

(888) 655-1259

Kuna	Quote creation: 7/5/2018
751 West 4th St Kuna, ID 83634	Prepared by: Brady Hunsaker

1. QUOTE

Kuna - hereafter known as "Customer", enters into the following Service Agreement with iWorQ Systems, "iWorQ", headquartered in Logan, UT. Customer will pay an annual fee for the services and a one-time setup fee detailed below:

Population: **17,902**

<u>Applications and Services</u>	<u>Package Price</u>	<u>Billing</u>
Monthly Parcel Uploads - This upgrades the existing service of quarterly updates to a monthly basis instead.	\$645.00	Annual
ANNUAL TOTAL	\$645.00	

Grand total due	\$645.00	
------------------------	-----------------	--

1.1. Notes

- 1- Invoices may be prorated upon customer request.
- 2- This quote is provided at the customer's request and is good for 30 days.
- 3- This quote cannot be disclosed or used to compete with other companies.

2. ADDITIONAL SERVICES

iWorQ provides additional applications and services that can be purchased as part of your iWorQ solution. These can be added to the customer's annual cost, upon request.

Onsite Backup - iWorQ will send a *.BAK on a scheduled basis to an FTP server maintained by the customer.	\$500	Annual
Interactive Voice Response (IVR) - used by contractors to schedule inspections via telephone.	\$1000	Annual
iTransact Card Processing - setup merchant account and gateway, so card payments can be received/recorded in iWorQ. Includes public portal and up to 5 customized forms/links on customer	\$1000	Annual





sales@iworq.com

(888) 655-1259

website for citizens and contractors to submit permit requests, license requests, and make payments.		
Additional letters/forms/permits	\$100 each	Annual

A project quote must be requested for any custom development outside of iWorQ existing features and functions. Project timelines, scope, and cost vary depending upon the request.

3. GUIDELINES

3.1 Getting started

iWorQ will assign an account manager to your account to begin the setup and training process upon contract signature.

Send the signed service agreement to iWorQ Systems:

Email: bhunsaker@iworq.com

Fax: 1 (866) 379-3243

Mailing address:

PO Box 3784

Logan, UT 84323

Physical address:

1125 W. 400. N. Suite 102

Logan, UT 84321

3.2 Billing information

iWorQ will invoice Customer on an annual basis. Customer reserves the right to cancel service at any time by providing iWorQ a 30-day written notice.

3.3 Data conversion

As part of the project set up, iWorQ may provide a data conversion service. This service consists of importing data, sent by the Customer, in an electronic (relational database) format. iWorQ provides contact information and an upload site where the electronic data can be sent. Additional costs apply for data that does not meet the criteria listed above.

4. SERVICES and SUPPORT

4.1 Data ownership

All customer data remains the property of the customer. Customer can request data electronically or on disk, upon cancellation of Service Agreement.





sales@iworq.com

(888) 655-1259

4.2 FREE training

iWorQ provides FREE training and support. iWorQ provides webinars, phone support, written manuals, web videos, documentation and help files. Training is available to any Customer with a login.

4.3 FREE updates

All updates, bug fixes, and upgrades are FREE to the Customer. iWorQ is a web-based application. Customer only needs to login to get any updates to the applications.

4.4 FREE support

Customer support and training are FREE and available from 8:00 A.M. to 5:00 p.m. Mountain Standard Time.

4.5 FREE data back up

iWorQ does back-ups twice weekly and offsite once weekly.

4.6 Proprietary letters/forms

Letters and forms, including permits, certificates, or other documents must be owned by the customer and have a clear copyright.

4.7 Data upload and storage limits

Standard data plan includes uploads of up to 3 MB per file and 10 GB total storage. iWorQ offers a premium data plan available for an additional annual cost.

4.8 Software Terms and Limitations

The iWorQ Software is the proprietary information and a trade secret of iWorQ, Systems Inc. and this agreement grants no title or rights of ownership with the Software. Customer shall not permit any user or other party to, (a) copy or otherwise reproduce, reverse engineer or decompile all or any part of the iWorQ Software, (b) make alterations to or modify the Software. (c) grant sublicenses, leases or other rights, or (d) permit any party access to the Licensed Software for purposes of programming against it.

5. SET-UP & BILLING INFORMATION

5.1 Implementation information

Primary Contact(s) _____

Phone _____ Cell _____ Email _____





sales@iworq.com

(888) 655-1259

Secondary Contact(s) _____

Phone _____ Cell _____ Email _____

5.2 Billing information

Billing Contact _____ Phone _____ Cell _____

Email _____ Prefer to receive invoice by email? Yes No

Billing Address _____

City _____ State _____ Zip _____

PO# _____ (if required) Tax exempt ID# _____

6. SIGNATURE

Signature of this Agreement is based on the understanding and acknowledgement of the terms and conditions stated within this Service Agreement.

(Phone) (Mobile) (Email)

(Signature) (Print Name & Title) (Date)



POLICE CITY OF KUNA		FY19 KPD Contract Cost Model - 3% COLA	
Consolidated Contract City Budget Summary			
			2 Det's w/ KSD
Personnel			\$ 2,103,249.57
Equipment / Uniforms			\$ 56,120.89
Operational			\$ 44,864.00
Vehicles			\$ 143,958.50
Support	538		\$ 18,830.00
SRO Charges (KSD)			\$ 4,818.00
Total Expenses			\$ 2,371,840.96
Less Shared Services Credit			\$ 165,691.61
New FY19 Contract Amount			\$ 2,206,149.35
FY18 Contract			\$1,914,283.90
Net change to contracts			\$ 291,865.45
Personnel Costs			
Position		Cost/position	
Chief II	1	\$ 155,842.99	\$ 155,842.99
Chief I	0	\$ 144,045.21	\$ -
Sergeant	2	\$ 141,331.10	\$ 282,662.20
Detective	4.25	\$ 119,049.33	\$ 505,959.65
Deputy	10	\$ 114,135.78	\$ 1,141,357.80
Code Enforcement	0	\$ 60,651.70	\$ -
Code Enforcement (PT)	0	\$ 21,283.34	\$ -
Clerk (FT)	0	\$ 51,678.40	\$ -
Clerk (PT)	0.5	\$ 17,426.93	\$ 17,426.93
Personnel Subtotal	17.75		\$ 2,103,249.57
Itemized breakdown of contract increase (all figures are net of credit)			
COLA Cost			\$ 48,282
Detective 1 (with equipment, supplies, training)			\$ 114,025
Detective 2 (with equipment, supplies, training)			\$ 114,025
Unmarked vehicle annual cost (Det. 1) (with fuel, 8 year useful life)			\$ 5,357
Unmarked vehicle annual cost (Det. 2) (with fuel, 8 year useful life)			\$ 5,357
SRO Charges (KSD)			\$ 4,818
Total contract increase (FY19)			\$ 291,865

Increase to shared services credit in FY19 resulting from additions \$ 21,606

Itemized FY19 Kuna Cost Increases

Detective payroll costs

Item	Detective
FY 19 Hourly Wage	\$ 40.41
# Hours	2,080
Annual Pay	\$ 84,046
Overtime Pay	\$ 4,000
Total Compensation	\$ 88,046
FICA	\$ 5,459
Medicare	\$ 1,277
Retirement (Reg)	\$ -
Retirement (Law)	\$ 10,266
Life Insurance	\$ 296
Deferred Comp.	\$ 2,641
Health Ins.	\$ 10,488
Dental Ins.	\$ 480
Vision Ins.	\$ 96
Fringe Total	\$ 31,003
Total Cost (Salary and Fringe)	\$ 119,049
<i>Less Credit</i>	<i>\$ (8,333)</i>
Total Cost to City	\$ 110,716

Detective vehicle costs

Item	Cost
Vehicle cost (8 year life, annualized cost)	\$ 2,875
Maintenance (oil, tires, repairs, insurance)	\$ 1,046
Fuel (@ \$2.70 per gallon. Gallons based on average usage)	\$ 1,840
Total cost - Vehicle	\$ 5,760
<i>Less Credit</i>	<i>\$ (403)</i>
Total Cost to City	\$ 5,357

Detective equipment costs

Item	Annual cost
Uniform (Regular and high-visibility)	\$ 763
Duty gear	\$ 294
Cell phone	\$ 700
On-body camera storage	\$ 810
Radio (annualized cost of 7 year replacement)	\$ 686
Total cost - Equipment	\$ 3,253
<i>Less Credit</i>	<i>\$ 228</i>
Total Cost to City	\$ 3,026

Detective costs -- other

Item	Annual cost
Business Cards	\$ 45
Office supplies	\$ 60
Training	\$ 200
Total Cost - Other	\$ 305
<i>Less credit</i>	<i>\$ 21</i>
Total Cost to City	\$ 284



City of Kuna

Staff Memo – City Council

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

To: City Council

Case Number: 18-01-AN (Annexation)

Location: 760 S. School Ave.
Kuna, ID 83634

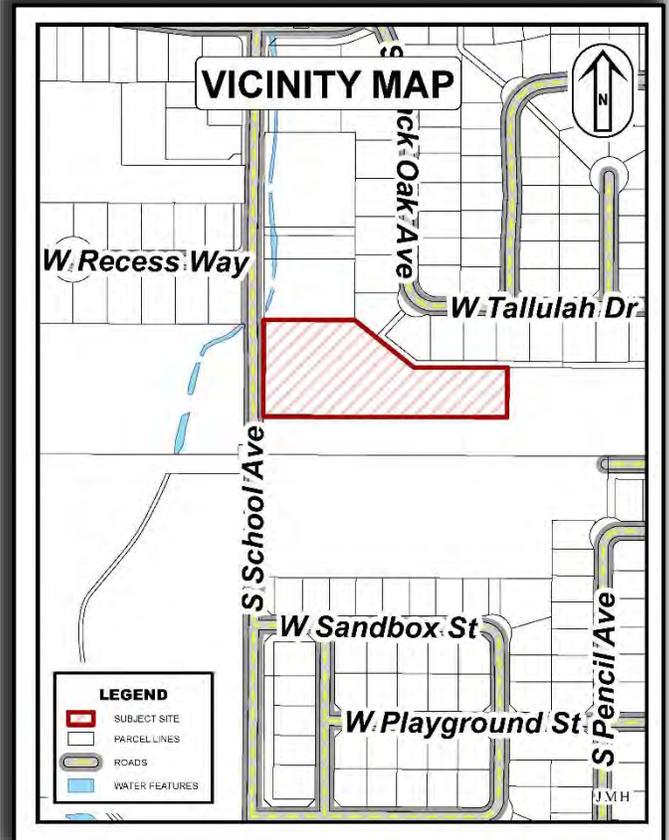
Planner: Jace Hellman, Planner II

Hearing Date: July 17, 2018

Owner/applicant: Stephanie Cortez
760 S. School Ave.
Kuna, ID 83634
208.870.0033

Table of Contents:

- A. Course Proceedings
- B. Applicant Request
- C. Exhibit Maps
- D. History
- E. General Project Facts
- F. Staff Analysis
- G. Applicable Standards
- H. Kuna City Code Analysis
- I. Proposed Comprehensive Plan Analysis
- J. Proposed Findings of Fact
- K. Proposed Conclusions of Law
- L. Recommendation by the Commission
- M. Proposed Decision by the Council



A. Course of Proceedings

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states annexation is designated as a public hearing with the Planning and Zoning Commission as the recommending body and City Council as the decision-making body. This land use was given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Land Use Planning Act (LLUPA).

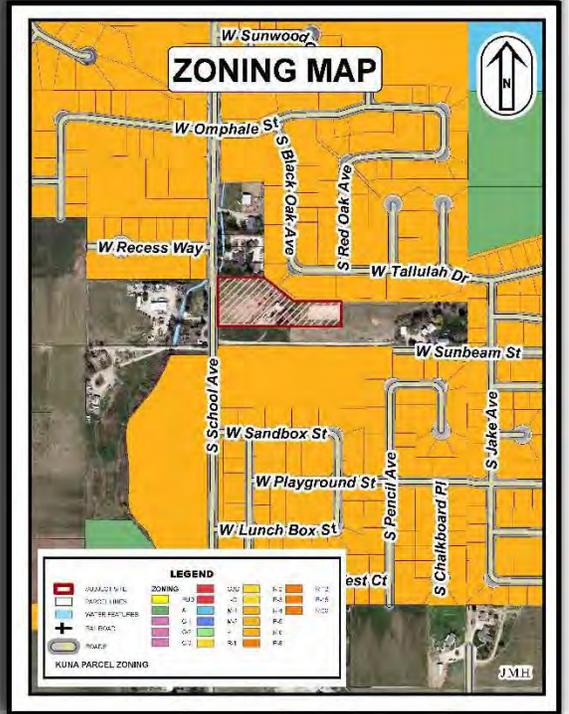
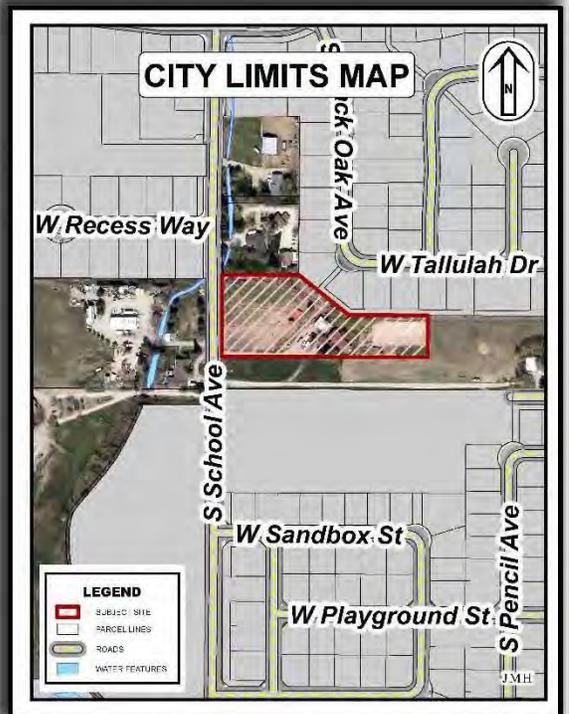
a. Notifications

- | | |
|---------------------------|----------------|
| i. Neighborhood Meeting | March 26, 2018 |
| ii. Agencies Notified | April 23, 2018 |
| iii. 300' Property Owners | June 27, 2018 |
| iv. Kuna, Melba Newspaper | June 27, 2018 |
| v. Site Posted | June 21, 2018 |
| vi. Agenda | July 17, 2018 |

B. Applicant Request:

- 1. The applicant, Stephanie Cortez, requests approval to annex approximately 3.06 acres located at 760 S. School Avenue, Kuna, Idaho with an R-2 residential zoning designation.

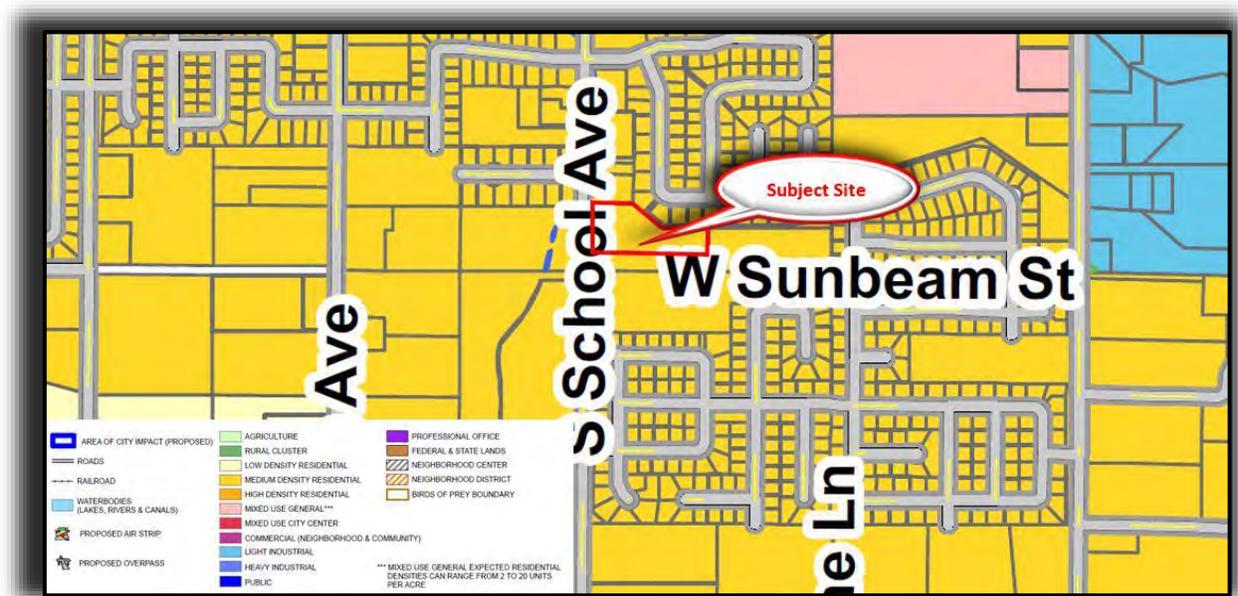
C. Exhibit Maps:



D. History: The parcel is contiguous to city limits along the northeastern boundary and is currently zoned R-1 (Estate Residential) within Ada County’s jurisdiction.

E. General Projects Facts:

Comprehensive Plan Designation: The Future Land Use Map identifies this site as Medium Density Residential.



1. Surrounding Land Uses:

North	RUT	Rural Urban Transition – Ada County
	R-6	Medium Density Residential – City of Kuna
South	R1	Estate Residential – Ada County
East	RR	Rural Residential – Ada County
West	RUT	Rural Urban Transition – Ada County

2. Parcel Sizes, Current Zoning, Parcel Numbers:

- Approx. 3.06 total acres
- Zone: R1, Estate Residential (Ada County)
- Parcel # S1326131380

3. Services:

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

4. Existing Structures, Vegetation and Natural Features: The subject site currently contains an approximately 1,624 square foot single family home along with several outbuildings. A portion of

the site is currently used as pasture land. The site's topography is generally flat with a potential 0-2% slope in areas.

5. **Transportation / Connectivity:** The parcel does not have curb, gutter or sidewalks. The site is accessed via an existing driveway on South School Avenue.
6. **Environmental Issues:** The subject site lies within the designated 'Nitrate Priority Area' (NPA) for groundwater monitoring. Beyond the NPA, staff is not aware of any additional environmental issues, health or safety conflicts.
7. **Agency Responses:** The following agencies returned comments which are included as exhibits with this case file:
 - Department of Environmental Quality (Aaron Scheff; April 27, 2018) – Exhibit B2
 - Idaho Transportation Department (Ken Couch; May 4, 2018) – Exhibit B3
 - Nampa & Meridian Irrigation District (Greg G. Curtis; May 7, 2018) – Exhibit B4
 - Ada County Highway District (Stacey Yarrington; May 15, 2018) – Exhibit B5
 - Boise Project Board of Control (Bob Carter; May 14, 2018) – Exhibit B6
 - Kuna City Engineer (Paul Stevens; June 7, 2018) – Exhibit B7

F. Staff Analysis:

The subject site is directly South of Willow Glenn Subdivision and directly north of the recently approved Sunbeam Townhouses Subdivision. The subject site takes direct access from South School Avenue. The applicant requests to annex the 3.06-acre parcel into Kuna City limits with an R-2 (Low Density) zoning designation. The applicant has indicated that the only plans for future development would be to complete a lot split application in order to construct a new home for a relative. Future development of the site or any portions thereof shall be in accordance with the provisions set forth in Kuna City Code (KCC).

Potable water and sanitary sewer are within 300-feet of the subject site. Currently the property is served by a private septic system and well. Any future development shall be required to connect to City services, and that the existing home will be required to connect to City services at the time of current system failure. The applicants' property will need to show how they can maintain surface water rights for proper irrigation or they will be required to connect to the City's pressurized irrigation system. Staff is requiring connection to the City's pressurized irrigation system at the time of any future development.

Staff finds that the applicants proposed R-2 (low density residential) to be less of an impact than what is called for in the Comprehensive Plan Future Land Use Map. Staff views this annexation request to be consistent with the approved Future Land Use Map.

The applicant has indicated that the subject site does contain farm animals. Per the applicant, currently there are five horses, six sheep, five chickens, two pigs and usually six to seven calves. KCC 5-3-2 does allow farm animals within an R-2 zone, however Kuna City Code specifically allows for five animals. Staff has determined the applicant shall be allowed to maintain the current number of animals on site and should be classified as a nonconforming use subject to provisions set forth in KCC Title 5 Chapter 8.

Staff has determined this annexation application complies with Title 5 of the Kuna City Code; Idaho Statute §50-222; and forwards a recommendation of approval for Case # 18-01-AN, subject to the recommended conditions of approval.

G. Applicable Standards:

1. City of Kuna, Title 5 Zoning Ordinance: Annexations.
2. City of Kuna Comprehensive Plan and Future Land Use Map.
3. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act.

H. Kuna City Code Analysis:

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

Comment: *The proposed application adheres to the applicable requirements of Title 5 of the KCC.*

2. The site is physically suitable for a residential zoning designation.

Comment: *The 3.06-acre parcel is suitable to accommodate a residential use.*

3. The annexation is not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

Comment: *The land to be annexed is not used as wildlife habitat. Roads, structures and open space already exist and will therefore not cause environmental damage or loss of habitat.*

4. The annexation application is not likely to cause adverse public health problems.

Comment: *The proposed residential zoning designation will be required to connect to Kuna public sewer and water at the time of future development and at time of current system failure eliminating the occurrence of adverse public health problems.*

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

Comment: *The annexation considers the location of the property and adjacent uses. The adjacent uses are residential – as referenced in the Kuna Comprehensive Plan Future Land Use Map.*

6. The existing and proposed utility services in proximity to the site are suitable and adequate for residential use.

Comment: *Correspondence from Kuna Public Works confirms that when the applicant is required to connect, the utility services are suitable and adequate for residential use.*

I. Comprehensive Plan Analysis:

The Kuna City Council accepts the Comprehensive Plan components as described below.

1. The proposed applications for this site are consistent with the following Comprehensive Plan components:

2.0 – Private Property Rights

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

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

6.0 – Land Use

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

J. Proposed Findings of Fact:

1. **Annexation:** Based on the record contained in Case No. 18-01-AN, including the exhibits, staff’s report and any public testimony at the public hearing, the City Council of Kuna, Idaho, hereby *approves/conditionally approves/denys* the Findings of Fact and Conclusions of Law, and conditions of approval for Case No. 18-01-AN (Annexation).

2. The Kuna City Council approves/conditionally approves/denies the facts as outlined in the staff report, the public testimony and the supporting evidence list presented.

Comment: *The Kuna City Council held a public hearing on the subject application on July 17, 2018 to hear from the City staff, the applicant, and to accept public testimony. The decision by the Council is based on the application, staff report and public testimony, both oral and written.*

3. Based on the evidence contained in Case No. 18-01-AN, this proposal appears to generally comply with the Comprehensive Plan and Future Land Use Map.

Comment: *The Comp Plan Future Land Use Map designates the approximately 3.06 acres (subject property) as medium-density residential. With the annexation, the applicant proposes a zoning designation of R-2. The proposed zone change to low-density residential conforms with adjacent residential uses.*

4. The Kuna City Council has the authority to approve or deny this application.

Comment: *On July 17, 2018, Kuna’s City Council will vote to approve/conditionally approve/deny application 18-01-AN.*

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

Comment: *As noted in the process and noticing section, notice requirements were met to hold a public hearing on July 17, 2018.*

K. Proposed Conclusions of Law:

1. Based on the evidence contained in Case No. 18-01-AN, the Kuna City Council finds Case No. 18-01-AN *complies/does not comply* with Kuna City Code.
2. Based on the evidence contained in Case No. 18-01-AN, the Kuna City Council finds Case No. 18-01-AN *is/is not* consistent with Kuna's Comprehensive Plan.
3. The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho State Code and Kuna City Ordinances.

L. Recommendation by the Commission

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

On June 12, 2018, the Planning and Zoning Commission voted to recommend *approval* for Case No. 18-01-AN based on the facts outlined in staff's report and the testimony during the public hearing by the Planning and Zoning Commission of Kuna, Idaho. The Commission hereby recommends *approval* for Case No. 18-01-AN, an annexation request from Stephanie Cortez, with the following conditions of approval to Council:

- *Applicant shall follow the conditions as stated in the staff report.*

M. Proposed Decision by the City Council:

Note: This motion is to approve/conditionally approve/deny this annexation request. However, if the Council wishes to approve or deny specific parts of the request as detailed in this memo, they must be specified.

Based on the facts outlined in staff's memo and any public testimony at the public hearing, the City Council of Kuna, Idaho, hereby *approves/conditionally approves/denies* Case No. 18-01-AN; a request for annexation from Stephanie Cortez, with the following conditions of approval:

1. At any point in time the subject property re-develops, all development submittals are required to include the lighting, landscaping, drainage and development plans as required by Planning and Zoning. All site improvements are prohibited prior to approval of the following agencies. The landowner/applicant/developer, and any future assigns having interest in the subject property, shall obtain written approval on letterhead or may be written/stamped on the approved construction plans from the agencies noted:
 - a. Central District Health Department (CDHD).
 - b. The City Engineer shall approve the future sewer and water, irrigation and drainage construction plans.
 - c. The Kuna Fire District shall approve all site development and building plans.
 - d. The Boise-Kuna Irrigation District shall approve any modifications to the existing irrigation system.
 - e. Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to issuance of any building permits for future development.
2. Potable water and sanitary sewer are within 300-feet of the subject site. Applicant shall enter into a Memorandum of Understanding with the City of Kuna regarding connection to City facilities. Applicant shall make ultimate connection to City facilities at the time of current system failure.

3. At the time of annexation in the City of Kuna, the landowner, applicant, and any future assigns having interest in the subject property shall be allowed to maintain the current number of farm animals on site. This use shall be classified as a nonconforming use subject to provisions set forth in KCC Title 5 Chapter 8.
4. For future development, all utilities shall be installed underground, unless otherwise approved (see KCC 6-4-2-W).
5. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
6. Any site improvements shall require the property owner to comply with the provisions set forth in Kuna City Code (KCC).
7. At the time of any future development, the landowner/applicant/developer, and any future assigns having interest in the subject property shall submit a petition to the City (as necessary and confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and requesting to annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation District (KMID).
8. The landowner/applicant/developer, and any future assigns having interest in the subject property shall follow Kuna staff, City Engineer and any other agency recommended requirements as applicable.
9. The landowner/applicant/developer, and any future assigns having interest in the subject property shall abide by all applicable federal, state and local laws and ordinances.

DATED: This _____ day of _____, 2018.

received
3/27/18



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)	18-01-AN
Project name	Cortez Annexation
Date Received	3/27/18
Date Accepted/Complete	4/23/18
Cross Reference Files	
Commission Hearing Date	6/12/18
City Council Hearing Date	

Contact/Applicant Information

Owners of Record: <u>Stephanie Cortez</u>	Phone Number: <u>208-870-0033</u>
Address: <u>760 S. School Ave</u>	E-Mail: <u>Stephanie.Cortez@SaintAlphonsus.com</u>
City, State, Zip: <u>Kuna, ID 83634</u>	Fax #: _____
Applicant (Developer): <u>Same</u>	Phone Number: _____
Address: _____	E-Mail: _____
City, State, Zip: _____	Fax #: _____
Engineer/Representative: <u>N/A</u>	Phone Number: _____
Address: _____	F-Mail: _____
City, State, Zip: _____	Fax #: _____

Subject Property Information

Site Address: <u>760 S School ave, Kuna ID 83634</u>	
Site Location (Cross Streets): <u>W. Omphale St + W. Sandbox St</u>	
Parcel Number (s): <u>S1326131380</u>	
Section, Township, Range: <u>Sec 26, Township 2N, Range 1W</u>	
Property size: <u>3.06 acres</u>	
Current land use: <u>Residential</u>	Proposed land use: <u>Residential</u>
Current zoning district: <u>R1</u>	Proposed zoning district: <u>R-2</u>

Exhibit
A2a

Project Description

Project / subdivision name: Annexation of 760 S. School Ave
 General description of proposed project / request: Annex into City to Avail Community Services (sewer...)
 Type of use proposed (check all that apply):
 Residential + farm animals
 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: home + detached garage
 Any existing buildings to remain? Yes No
 Number of residential units: _____ Number of building lots: _____
 Number of common and/or other lots: _____
 Type of dwellings proposed:
 Single-Family _____
 Townhouses _____
 Duplexes _____
 Multi-Family _____
 Other _____
 Minimum Square footage of structure (s): _____
 Gross density (DU/acre-total property): _____ Net density (DU/acre-excluding roads): _____
 Percentage of open space provided: _____ Acreage of open space: _____
 Type of open space provided (i.e. landscaping, public, common, etc.): _____

Non-Residential Project Summary (If applicable)

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: S. Cotter Date: 4/23/18

received
3/27/18

Letter of Intent

To Whom it may concern,

Hello, my name is Stephanie Cortez. I reside at 760 S. School Ave., Kuna ID. I am writing this letter to inform you that I wish to annex the above property into the Kuna city limits. I have 3.06 acres and would ultimately like to split the property and build a second home for my father. Services that are available in the area are water, sewer, trash, irrigation, fire department, police, library. paved roads...

Thank you for your consideration.

Stephanie Cortez
208-870-0033
760 S School Ave.
Kuna, ID 83634
Stephanie.Cortez@saintalphonsus.org

Exhibit
A2b

(2)

received
3/27/18

SCHOOL

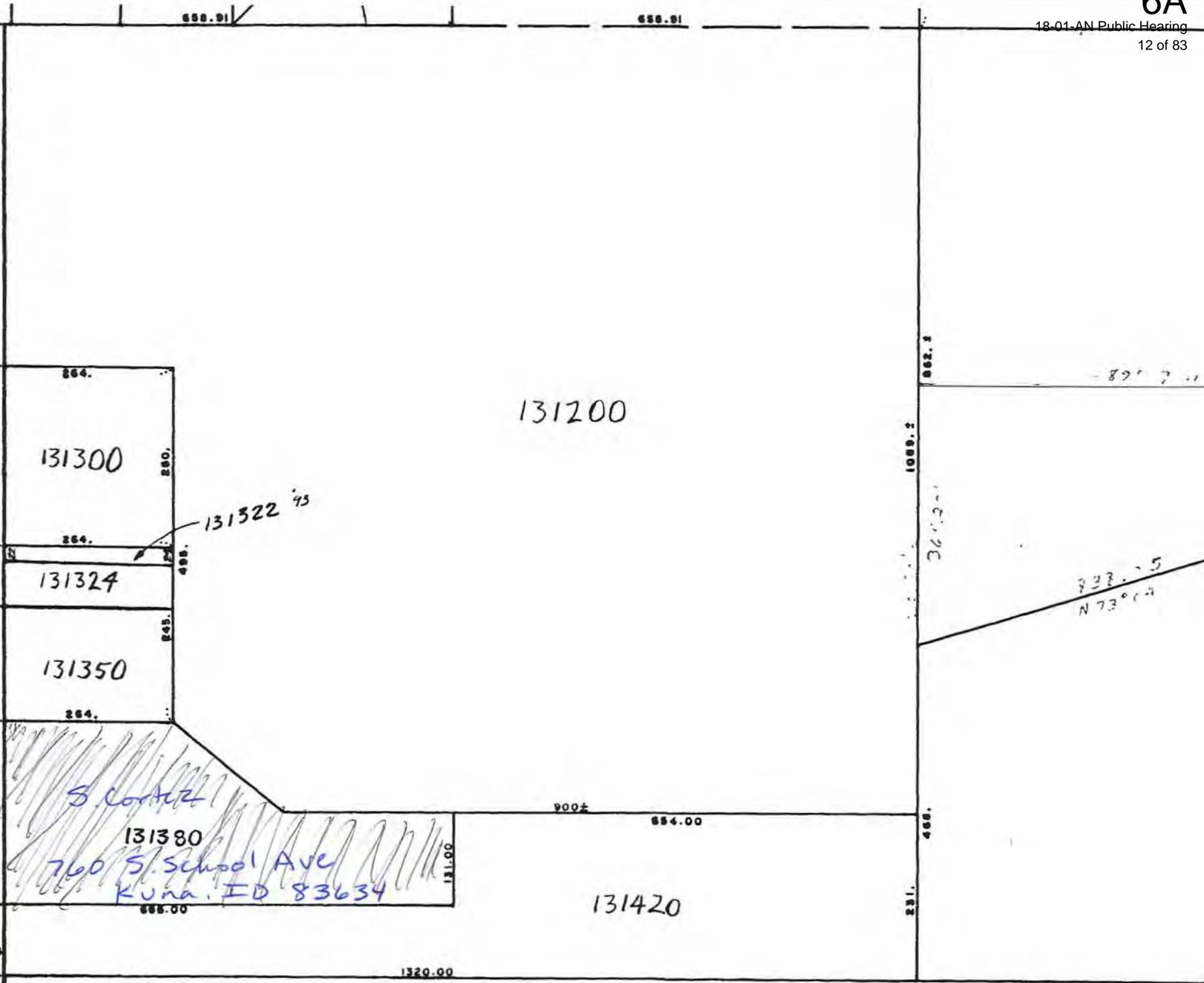


Exhibit
Adl



Willow Glen Subdivision

Untitled Map

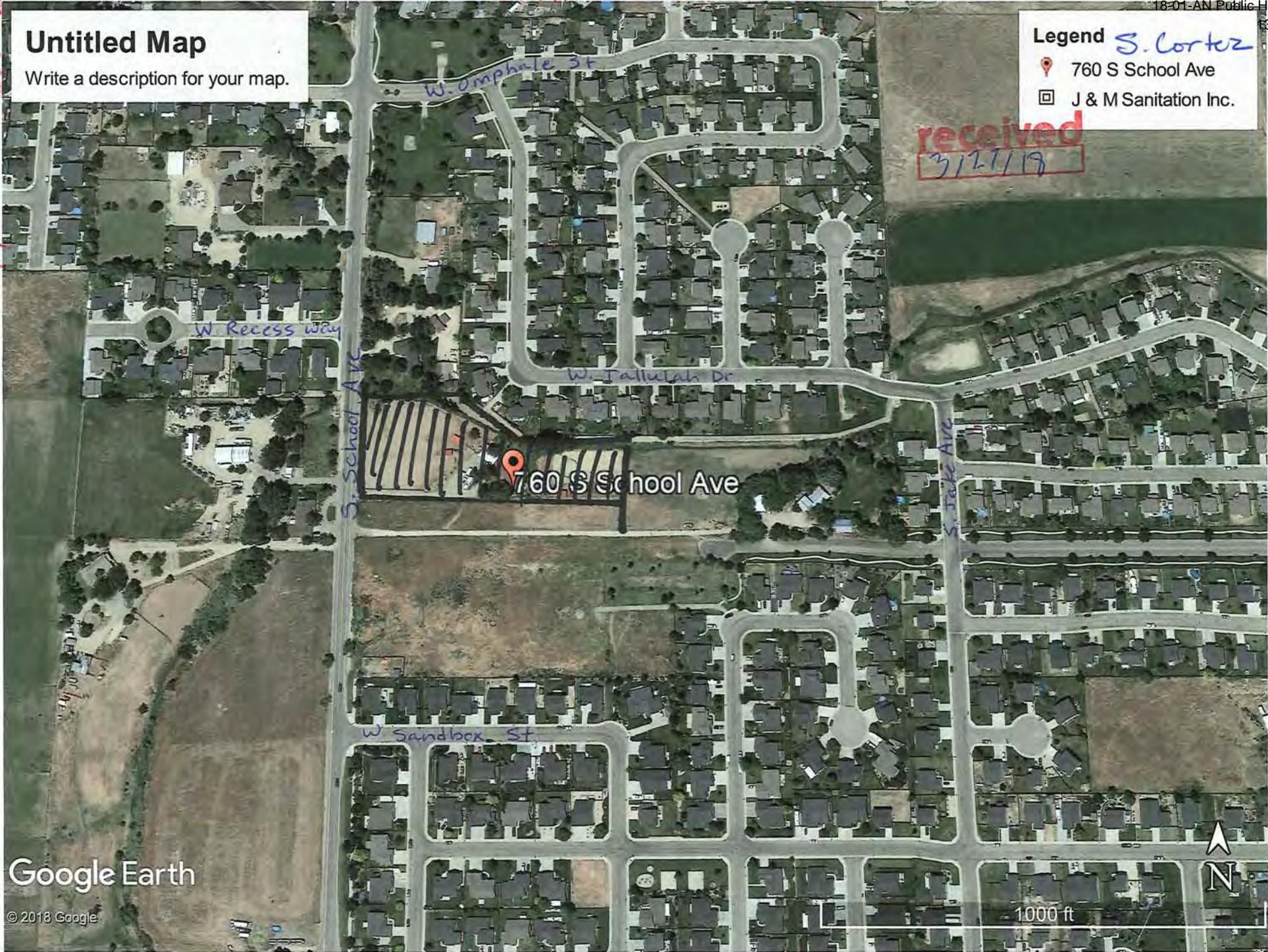
Write a description for your map.

Legend

-  760 S School Ave
-  J & M Sanitation Inc.

S. Cortez

received
3/27/19



Google Earth

© 2018 Google

School house subdivision

Out post Subdivision

EXHIBIT A

A portion of the Southwest quarter of the Northeast quarter of Section 26, Township 2 North, Range 1 West, of the Boise Meridian, Ada County, Idaho, more particularly described as follows:
Commencing at the Southeast corner of the Southwest quarter of the Northeast quarter of said section;
Running thence North 231 feet;
Thence West 900 feet, more or less, to a point 420 feet East of the West line of said Southwest quarter of the Northeast quarter;
Thence Northwesterly to a point 264 feet East of and 355 feet North of the Southwest corner of said Southwest quarter of the Northeast quarter;
Thence West 264 feet to the West line of the Southwest quarter of the Northeast quarter;
Thence South 355 feet to the Southwest corner of the Southwest quarter of the Northeast quarter;
Thence East on the South line of the Southwest quarter of the Northeast quarter 1,320 feet, more or less, to THE REAL POINT OF BEGINNING.

EXCEPTING THEREFROM:

A portion of Section 26, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, being more particularly described as follows:
Commencing at the Southeast corner of the Southwest quarter of the Northeast quarter of Section 26, said point being the REAL POINT OF BEGINNING;
Thence North along the East boundary of said Southwest quarter of the Northeast quarter 231 feet to a point;
Thence West parallel to the South boundary of said Southwest quarter of the Northeast quarter, 654 feet, more or less, to a point 666 feet East of the West line of said Southwest quarter of the Northeast quarter;
Thence South parallel to the East boundary of said Southwest quarter of the Northeast quarter, 131 feet to a point;
Thence West parallel to the South boundary of said Southwest quarter of the Northeast quarter, 666 feet to a point on the West boundary of said Southwest quarter of the Northeast quarter;
Thence South along the West boundary of said Southwest quarter of the Northeast quarter, 100 feet to a point being the Southwest corner of said Southwest quarter of the Northeast quarter;
Thence East along the South boundary of said Southwest quarter of the Northeast quarter, 1320 feet to a point, said point being the REAL POINT OF BEGINNING.

EXCEPT ditch and road rights of way.

ALSO EXCEPT the West 25 feet for road right of way, as conveyed to Ada County by Deed recorded January 16, 1968 as Instrument No. 681978.





1872 S. Eagle Road / Meridian
Idaho 83642 / (208) 888-7230

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 6.00 2
BOISE IDAHO 02/08/10 02:31 PM
DEPUTY Lisa Ball
RECORDED - REQUEST OF
Pioneer
110011749

received
3/27/13

311877 DS/SAL

WARRANTY DEED

For Value Received Paula Ann Pintar Trust, U/T/A dated the 17th day of February 1991

hereinafter referred to as Grantor, does hereby grant, bargain, sell, warrant and convey unto

Stephanie L. Cortez, an unmarried woman

hereinafter referred to as Grantee, whose current address is 760 S. School Avenue, Kuna, ID 83634
the following described premises, to-wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF.

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

Dated: February 4, 2010

Paula Ann Pintar Trust, U/T/A dated the
17th day of February 1991

Paula Ann Pintar, Trustee
Paula Ann Pintar, Trustee
Ann

STATE OF IDAHO, County of ADA, ss.

On this 8th day of February, in the year of 2010, before me the undersigned, a notary public personally appeared Paula Pintar, known or identified to me to be the person whose name is subscribed to the within instrument as Trustee and acknowledged to me that he/she/they executed the same as such Trustee.



Angela K. Albert
Diana L. Smith Angela K. Albert
Notary Public of Idaho
Residing at Meridian, ID
Commission expires: April 5, 2013

Residing in: Boise, Idaho
Commission Expires: 4/13/2013

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Copy

received
3/27/18

This instrument was prepared by:
D.L. Evans Bank
7450 West Emerald Street
Boise, IDAHO 83704
208-377-0050

WHEN RECORDED, MAIL TO:
DL EVANS BANK, MORTGAGE LENDING SERVICES
7450 W. EMERALD STREET
BOISE, IDAHO 83704

[Space Above This Line For Recording Data]

State of Idaho

DEED OF TRUST

FHA Case Number:
1213068286703

MIN: **10005560000016013**
SIS Telephone #: **(888) 679-MERS**

THIS DEED OF TRUST ("Security Instrument") is made on **July 26, 2012**.

The Grantor is **STEPHANIE L CORTEZ, AN UNMARRIED WOMAN**, ("Borrower").

The trustee is **PIONEER TITLE - NAMPA**, ("Trustee").

The beneficiary is **Mortgage Electronic Registration Systems, Inc. ("MERS")**, (solely as nominee for Lender, as hereinafter defined, and Lender's successors and assigns). MERS is organized and existing under the laws of **Delaware**, and has an address and telephone number of **P.O. Box 2026, Flint, MICHIGAN 48501-2026**, tel. **(888) 679-MERS**.

D.L. Evans Bank, an Idaho Corporation, ("Lender") is organized and existing under the laws of **IDAHO**, and has an address of **7450 West Emerald Street, Boise, IDAHO 83704**.

Borrower owes Lender the principal sum of **TWO HUNDRED TWENTY THOUSAND FIVE HUNDRED SEVENTY-EIGHT AND NO/100**, Dollars (U.S. **\$220,578.00**). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on **August 1, 2042**. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications of

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the Note; (b) the payment of all other sums, with interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to the Trustee, in trust, with power of sale, the following described property located in ADA County, Idaho:

LEGAL DESCRIPTION ATTACHED HERETO AND MADE A PART HEREOF.

Parcel ID Number: **S1326131380**

which has the address of **760 S SCHOOL AVE**
Kuna, IDAHO 83634, ("Property Address");

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right: to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or canceling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

UNIFORM COVENANTS. Borrower and Lender covenant and agree as follows:

1. Payment of Principal, Interest and Late Charge. Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.

2. Monthly Payment of Taxes, Insurance and Other Charges. Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) leasehold payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 *et seq.* and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts due for the mortgage insurance premium.

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tenders to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all installment items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall

promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

In the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order in paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leaseholds.

Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3; and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charges to Borrower and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, fines and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees. Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument if:

(i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment, or

(ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 341(d) of the Garn-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701j-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

(i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and

(ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does so occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.

(c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payments. Lender does not waive its rights with respect to subsequent events.

(d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment defaults, to require immediate payment in full and foreclosure if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.

(e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, declining to insure this Security Instrument and the Note, shall be deemed conclusive proof of such ineligibility. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account

current including, to the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice to Borrower of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

18. Foreclosure Procedure. If Lender requires immediate payment in full under Paragraph 9, Lender may invoke the power of sale and any other remedies permitted by applicable law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 18, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

If Lender invokes the power of sale, Lender shall execute or cause Trustee to execute written notice of the occurrence of an event of default and of Lender's election to cause the Property to be sold, and shall cause such notice to be recorded in each county in which any part of the Property is located. Lender or Trustee shall mail copies of the notice as prescribed by applicable law to Borrower and to other persons prescribed by applicable law. Trustee shall give public notice of sale to the persons and in the manner prescribed by applicable law. After the time required by applicable law, Trustee, without demand on Borrower, shall sell the Property at public auction to the highest bidder at the time and place and under the terms designated in the notice of sale in one or more parcels and in any order Trustee determines. Trustee may postpone sale of all or any parcel of the Property by public announcement at the time and place of any previously scheduled sale. Lender or its designee may purchase the Property at any sale.

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 3751 *et seq.*) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. Reconveyance. Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty and without charge to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs.

20. Substitute Trustee. Lender may, for any reason or cause, from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by applicable law.

21. Area and Location of Property. Either the Property is not more than forty acres in area or the Property is located within an incorporated city or village.

22. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall amend and supplement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es).]

- Condominium Rider Graduated Payment Rider Adjustable Rate Rider
- Planned Unit Development Rider Growing Equity Rider Other [specify]:

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and recorded with it.

-Witness

-Witness

Stephanie L. Cortez (Seal)
STEPHANIE L CORTEZ -Borrower

(Seal)
-Borrower

STATE OF IDAHO, ADA County ss:

On this _____ day of _____, before me, **THE UNDERSIGNED**, a Notary Public in and for said county and state, personally appeared **STEPHANIE L CORTEZ**, known or proved to me to be the person(s) who executed the foregoing instrument, and acknowledged to me that he/she/they executed the same.
In witness whereof I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Notary Public, residing at:

My Commission Expires: _____

received
3/27/18



City of Kuna AFFIDAVIT OF LEGAL INTEREST

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

State of Idaho)
) ss.
County of Ada)

I, Stephanie Cortez, 760 S. School Ave
Name Address
Kuna ID 83634
City State Zip Code

being first duly sworn upon oath, depose and say:

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

~~A. That I am the record owner of the property described on the attached, and I grant my permission to _____ Address to submit the accompanying application pertaining to that property.~~

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

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

Dated this 3/27/18 day of March, 2018

Stephanie Cortez
Signature

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

Dawn Stephens
Notary Public for Idaho
Residing at: Kuna, Idaho
My commission expires: 4-7-24



Exhibit
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Neighborhood Meeting Certification

received
3/27/18

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

GENERAL INFORMATION:

You must conduct a neighborhood meeting prior to application for variance, conditional use, zoning ordinance map amendment, expansion or extension of a nonconforming use, and/or a subdivision. Please see Section 5-1A-2 of the Kuna City Code or ask one of our planners for more information on neighborhood meetings.

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

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

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

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

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

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

Description of proposed project: Annexation

Date and time of neighborhood meeting: 3/26/18 1900

Location of neighborhood meeting: subject property

SITE INFORMATION:

Location: Quarter: SW4 NE4 Section: 26 Township: 2N Range: 1W Total Acres: 3.06

Subdivision Name: _____ Lot: _____ Block: _____

Site Address: 760 S. School Ave Tax Parcel Number(s): 51326131380
Kuna, ID 83634

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

CURRENT PROPERTY OWNER:

Name: Stephanie Cortez

Address: 760 S School Ave City: Kuna State: ID Zip: 83634

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

Name: Stephanie Cortez Business (if applicable): _____

Address: 760 S. School Ave City: Kuna State: ID Zip: 83634

Exhibit
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PROPOSED USE:

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

Application Type

Brief Description

Annexation

Annexation into Kuna City
to avail community services
(sewer)

Re-zone

Subdivision (Sketch Plat and/or Prelim. Plat)

Special Use

Variance

Expansion of Extension of a Nonconforming Use

Zoning Ordinance Map Amendment

APPLICANT:

Name: Stephanie Cortez

Address: 760 S. School Ave

City: Kuna State: ID Zip: 83634

Telephone: 208-870-0033 Fax: _____

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

Signature: (Applicant) S Cortez Date 3/26/18

SIGN IN SHEET

PROJECT NAME: Annexation 760 S. School Ave

Date: 3/26/18

	<u>Name</u>	<u>Address</u>	<u>Zip</u>	<u>Phone</u>
1	<u>Diane Rampelberg</u>	<u>795 W. Tallulah</u>	<u>83634</u>	<u>208-841-4910</u>
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received
3/27/18



Neighborhood Meeting List Request

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

GENERAL INFORMATION:

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

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

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

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

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

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

PROPOSED USE:

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

<u>APPLICATION TYPE</u>	<u>BRIEF DESCRIPTION</u>
<input type="checkbox"/> Subdivision (Sketch Plat and/or Prelim. Plat)	<u>Annex my property into Kuna City</u>
<input type="checkbox"/> Conditional Use	
<input type="checkbox"/> Variance	
<input type="checkbox"/> Expansion of Extension of a Nonconforming Use	
<input type="checkbox"/> Zoning Ordinance Map Amendment	

SITE INFORMATION:

Location: Quarter: SW4NE4 Section: 26 Township: 2N Range: 1W Total Acres: 3.06
 Subdivision Name: _____ Lot(s): _____ Block(s): _____
 Site Address: 760 S School Ave Tax Parcel Number(s): 51326131380
Kuna, ID 83634

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

CURRENT PROPERTY OWNER:

Name: Stephanie Cortez
 Address: 760 S School Ave City: Kuna State: ID Zip: 83634

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

Name: Stephanie Cortez Business (if applicable): _____
 Address: 760 S School Ave City: Kuna State: ID Zip: 83634
 Fax: _____ Phone: 208-870-0033 Cell: _____

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

Tuesday, March 13, 2018 5:19 PM

Hi Everyone,

My name is Stephanie Cortez. I live at 760 S School Ave. I would like to build a house for my father on my property, and in order to use the city services (sewer, water...) I need to annex my 3 acres into the Kuna city limits.

I am writing this letter to invite you to a "neighborhood meeting" (everyone who lives within 300 feet of the above property has been invited). The meeting will allow you to learn more about the annexation and to voice any concerns you may have.

If you would like to stop by, the meeting will be held at:

760 S. School Ave, Kuna on
Monday March 26th at
7:00 pm

Sincerely,
Stephanie Cortez

received
3/27/18



City of Kuna COMMITMENT TO PROPERTY POSTING

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

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

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

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

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

S. Cortez
Applicant/agent signature

3/26/18
Date

Exhibit
A21



received
6.21.18

City of Kuna PROOF OF PROPERTY POSTING

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

This notice shall confirm that the Public Hearing Notice for Stephanie Cortez
(NAME OF SUBDIVISION OR ADDRESS) was posted as required per Kuna City Ordinance
5-1A-8. Sign posted June 21, 2018 (DAY OF THE WEEK, MONTH,
DATE AND YEAR). This form is required to be returned three (3) calendar days
subsequent to posting and signs are to be removed from the site three (3) calendar
days after the hearing.

DATED this June 21st day of June, 2018

Signature,

S. Cortez
Owner/Developer

STATE OF IDAHO)
County of Ada) : ss

On this 21st day of June, 2018 before me the
undersigned, a Notary Public in and for said State, personally appeared before me
(Owner, Developer).

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

Dawn Stephens
Notary Public
Residing at Kuna, Idaho
Commission Expires 3-7-24



Exhibit
A4



**CITY OF KUNA
PUBLIC HEARING
NOTICE**
Before the Kuna
City Council
July 17, 2018 at 6 pm at
the Kuna City Hall - 751
W. 4th St. Purpose:
Annexation of Parcel #
S1326131380. Location:
760 S. School Ave.
Application by:
S. Cortez

Jace Hellman

From: Jace Hellman
Sent: Monday, April 23, 2018 10:08 AM
To: ACHD; Ada County Engineer; Adam Ingram; Attorney Icloud; Becky Rone - Kuna USPS Addressing; Bob Bachman; Boise Project Board of Control; Boise Project Board of Control; Cable One t.v.; Central District Health Dept. CDHD; COMPASS; DEQ (Alicia.martin@deq.idaho.gov); Eric Adolfson; Idaho Power; Idaho Power; Idaho Power Easements 1; 'Idaho Power Easments 2'; Intermountain Gas; J&M Sanitation - Chad Gordon; Julie Stanely - Regional Address Mgmt.; Ken Couch; Idaho Transportation Department; Kuna Police; Kuna Postmaster - Marc C. Boyer; Kuna School District; Kuna School District; Kuna School District; Megan Leatherman; Nampa Meridian Irrigation District; New York Irrigation; Paul Stevens; Perry Palmer; Planning Mgr; Ada County Development Services; Terry Gammel
Subject: Kuna Planning and Zoning Request for Comment - Case No. 18-01-AN ((Annexation) - Stephanie Cortez
Attachments: Agency Packet 18-01-AN.PDF

April 23, 2018

Notice is hereby given that the following action is under consideration by the City of Kuna:

FILE NUMBER	18-01-AN (annexation): Stephanie Cortez
PROJECT DESCRIPTION	Applicant is requesting her property be annexed into Kuna City Limits with an R-2 zoning designation.
SITE LOCATION	760 S School Ave, Kuna, ID 83634
APPLICANT/ REPRESENTATIVE	Stephanie Cortez 760 S School Ave Kuna, ID 83634 208-870-0033 Stephanie.Cortez@SaintAlphonsus.com
SCHEDULED HEARING DATE	June 12, 2018 6:00 p.m.
KUNA STAFF CONTACT	Jace Hellman, Planner II jhellman@kunaid.gov Phone: 922-5274 Fax: 922-5989

We have included an attachment with the application items that were submitted to assist you with your consideration and responses. **No response within 15 business days will indicate you have no objection or concerns with this proposed project.** We would appreciate any information you can supply us as to how this action would affect the services you provide. The public hearing is at 6:00 p.m. or as soon thereafter as it may be heard located at Kuna City Hall 751 W. 4th Street, Kuna, ID 83634.





STATE OF IDAHO
DEPARTMENT OF ENVIRONMENTAL QUALITY
BOISE REGIONAL OFFICE
1445 North Orchard Street • Boise, ID 83706-2239 • (208) 373-0550

RECEIVED
MAY 01 2018
CITY OF KUNA

DEQ Response to Request for Environmental Comment

Date: April 27, 2018
Agency Requesting Comments: City of Kuna
Date Request Received: April 23, 2018
Applicant/Description: 18-01-AN Cortez Annexation

Thank you for the opportunity to respond to your request for comment. While DEQ does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at <http://www.deq.idaho.gov/ieg/>.

The following information does not cover every aspect of this project; however, we have the following general comments to use as appropriate:

1. Air Quality

- Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), trade waste burning (58.01.01.600-617), and odor control plans (58.01.01.776).

For questions, contact David Luft, Air Quality Manager, at 373-0550.

- IDAPA 58.01.01.201 requires an owner or operator of a facility to obtain an air quality permit to construct prior to the commencement of construction or modification of any facility that will be a source of air pollution in quantities above established levels. DEQ asks that cities and counties require a proposed facility to contact DEQ for an applicability determination on their proposal to ensure they remain in compliance with the rules.

For questions, contact the DEQ Air Quality Permitting Hotline at 1-877-573-7648.

2. Wastewater and Recycled Water

- DEQ recommends verifying that there is adequate sewer to serve this project prior to approval. Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.

All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects

Exhibit
B2

require separate permits as well.

- DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.
- DEQ recommends that cities and counties develop and use a comprehensive land use management plan, which includes the impacts of present and future wastewater management in this area. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

For questions, contact Todd Crutcher, Engineering Manager, at 373-0550.

3. Drinking Water

- DEQ recommends verifying that there is adequate water to serve this project prior to approval. Please contact the water provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval.

All projects for construction or modification of public drinking water systems require preconstruction approval.

- DEQ recommends verifying if the current and/or proposed drinking water system is a regulated public drinking water system (refer to the DEQ website at <http://www.deq.idaho.gov/water-quality/drinking-water.aspx>). For non-regulated systems, DEQ recommends annual testing for total coliform bacteria, nitrate, and nitrite.
- If any private wells will be included in this project, we recommend that they be tested for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.
- DEQ recommends using an existing drinking water system whenever possible or construction of a new community drinking water system. Please contact DEQ to discuss this project and to explore options to both best serve the future residents of this development and provide for protection of ground water resources.
- DEQ recommends cities and counties develop and use a comprehensive land use management plan which addresses the present and future needs of this area for adequate, safe, and sustainable drinking water. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

For questions, contact Todd Crutcher, Engineering Manager at 373-0550.

4. Surface Water

- A DEQ short-term activity exemption (STAE) from this office is required if the project will involve de-watering of ground water during excavation and discharge back into surface water, including a description of the water treatment from this process to prevent excessive sediment and turbidity from entering surface water.
- Please contact DEQ to determine whether this project will require a National Pollution Discharge Elimination System (NPDES) Permit. If this project disturbs more than one

acre, a stormwater permit from EPA may be required.

- If this project is near a source of surface water, DEQ requests that projects incorporate construction best management practices (BMPs) to assist in the protection of Idaho's water resources. Additionally, please contact DEQ to identify BMP alternatives and to determine whether this project is in an area with Total Maximum Daily Load stormwater permit conditions.
- The Idaho Stream Channel Protection Act requires a permit for most stream channel alterations. Please contact the Idaho Department of Water Resources (IDWR), Western Regional Office, at 2735 Airport Way, Boise, or call 208-334-2190 for more information. Information is also available on the IDWR website at: <http://www.idwr.idaho.gov/WaterManagement/StreamsDams/Streams/AlterationPermit/AlterationPermit.htm>
- The Federal Clean Water Act requires a permit for filling or dredging in waters of the United States. Please contact the US Army Corps of Engineers, Boise Field Office, at 10095 Emerald Street, Boise, or call 208-345-2155 for more information regarding permits.

For questions, contact Lance Holloway, Surface Water Manager, at 373-0550.

5. Hazardous Waste And Ground Water Contamination

- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservations and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.
- No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards, Rules and Regulations for Hazardous Waste, and Rules and Regulations for the Prevention of Air Pollution.
- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852).

Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.

- **Ground Water Contamination.** DEQ requests that this project comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in

accordance with a permit, consent order or applicable best management practice, best available method or best practical method."

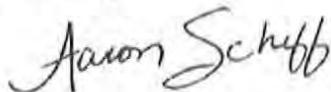
For questions, contact Albert Crawshaw, Waste & Remediation Manager, at 373-0550.

6. Additional Notes

- *If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. EPA regulates ASTs. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at 373-0550, or visit the DEQ website (<http://www.deq.idaho.gov/waste-mgmt-remediation/storage-tanks.aspx>) for assistance.*
- *If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.*

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any our technical staff at 208-373-0550.

Sincerely,



Aaron Scheff
aaron.scheff@deq.idaho.gov
Regional Administrator
Boise Regional Office
Idaho Department of Environmental Quality

ec: TRIM 2018AEK53



**Your Safety • Your Mobility
Your Economic Opportunity**

IDAHO TRANSPORTATION DEPARTMENT
P.O. Box 8028 • Boise, ID 83707-2028
(208) 334-8300 • itd.idaho.gov

May 4, 2018

Jace Hellman
City of Kuna, Planning and Zoning Department
P.O. Box 13
Kuna, ID 83634

Development Application	18-01-AN
Project Name	ANNEXATION STEPHANIE CORTEZ
Project Location	760 South School Avenue, south and west of SH-69 milepost 0.0
Project Description	Annexation of the parcel with R-2 zoning
Applicant	Stephanie Cortez

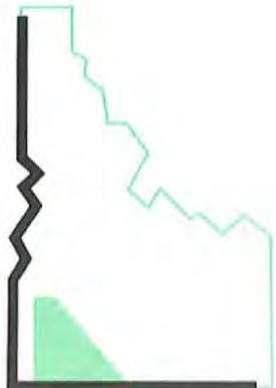
The Idaho Transportation Department (ITD) reviewed the referenced annexation application and has the following comments:

1. This project does not abut the State highway system.
2. Idaho Code 40-1910 does not allow advertising within the right-of-way of any State highway.
3. IDAPA 39.03.60 rules govern advertising along the State highway system. The applicant may contact Justin Pond, Right-of-Way Section Program Manager, at (208) 334-8832 for more information.
4. ITD does not object to the annexation of the parcel with R-2 zoning as described in the application.

If you have any questions, you may contact Tom Haynes at (208) 334-8944 or me at (208) 332-7190.

Sincerely,

Ken Couch
Development Services Coordinator
Ken.Couch@itd.idaho.gov



ORGANIZED 1904

Nampa & Meridian Irrigation District

1503 FIRST STREET SOUTH
FAX #208-463-0092

NAMPA, IDAHO 83651-4395
nmid.org

OFFICE: Nampa 208-466-7861
SHOP: Nampa 208-466-0663

April 9, 2018

City of Kuna
Planning & Zoning Department
PO Box 13
Kuna, ID 83634

RECEIVED
MAY 07 2018
CITY OF KUNA

RE: 18-01-AM/ Cortez Annexation; 760 S. School Avenue

Planning & Zoning Department:

Nampa & Meridian Irrigation District (NMID) has no comment on the above referenced application as it lies outside of our district boundaries. Please contact Bob Carter, Boise Project- Board of Control, at (208) 344-1141 or 2465 Overland Road Room 202 Boise, ID 83705-3173.

All private laterals and waste ways must be protected. All municipal surface drainage must be retained on-site. If any surface drainage leaves the site NMID must review drainage plans. Developers must comply with Idaho Code 31-3805.

Sincerely,

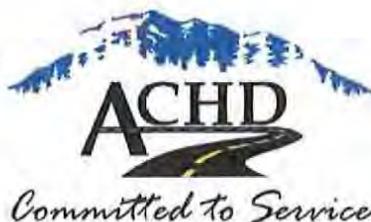
Greg G. Curtis
Water Superintendent
Nampa & Meridian Irrigation District
GGC/ gnf

Cc: Office/ File
B. Carter, Board of Control



APPROXIMATE IRRIGABLE ACRES
RIVER FLOW RIGHTS - 23,000
BOISE PROJECT RIGHTS - 40,000

Exhibit
34



Paul Woods, President
Rebecca W. Arnold, Vice President
Sara M. Baker, Commissioner
Kent Goldthorpe, Commissioner
Jim Hansen, Commissioner

Date: May 15 2018

To: Stephanie Cortez
760 S School Avenue
Kuna, ID 83634

Subject: Cortez Annexation/ KUNA18-0013/ 18-01-AN
760 S School Avenue

On May 15, 2018, the Ada County Highway District staff acted on your application for the above referenced project. The attached report lists site-specific requirements, conditions of approval and street improvements, which are required.

If you have any questions, please feel free to contact me at (208) 387-6171.

Sincerely,

A handwritten signature in black ink that reads 'Stacey Yarrington'. The signature is written in a cursive style with a large, sweeping 'L' at the end.

Stacey Yarrington
Planner III
Development Services
Ada County Highway District

CC: Project File
City of Kuna (via email)



Project/File: Cortez Annexation/ KUNA18-0013/ 18-01-AN
This is an annexation and rezone application from R1 to R-2. The site is located on 3-acres.

Lead Agency: City of Kuna

Site address: 760 S School Avenue

Staff Approval: May 15, 2018

**Applicant/
Representative:** Stephanie Cortez
 760 S School Avenue
 Kuna, ID 83634

Staff Contact: Stacey Yarrington, Planner III
 Phone: 387-6171
 E-mail: syarrington@achdidaho.org



A. Findings of Fact

1. **Description of Application:** The applicant is requesting approval of an annexation and rezone from R1 (Estate Residential) to R-2 (Low density Residential) to allow for redevelopment in the future. The site is located on 3-acres. The City of Kuna's Future Land Use Map designates this area as Medium density Residential.

2. **Description of Adjacent Surrounding Area:**

Direction	Land Use	Zoning
North	Rural Urban Transition (Ada County), Medium density Residential (City of Kuna)	RUT, R-6
South	Estate Residential (Ada County)	R1
East	Estate Residential (Ada County)	R1
West	Rural Urban Transition (Ada County)	RUT

3. **Site History:** ACHD has not previously reviewed this site for a development application.

4. **Adjacent Development:** The following developments are pending or underway in the vicinity of the site:

- School House, a 56-unit multi-family development located south of the site was approved by ACHD in June 2016.

5. **Transit:** Transit services are not available to serve this site.

6. **New Center Lane Miles:** The proposed development includes 0 centerline miles of new public road.

7. **Impact Fees:** There will be an impact fee that is assessed and due prior to issuance of any building permits. The assessed impact fee will be based on the impact fee ordinance that is in effect at that time.
8. **Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):**
There are no roadways, bridges or intersections in the general vicinity of the project that are in the Integrated Five Year Work Plan (IFYWP) or the District's Capital Improvement Plan (CIP).

B. Traffic Findings for Consideration

1. Trip Generation:

Land Use	Average Daily Trips (ADT)	PM Peak Hour (VPH)
Single Family Detached (unit)	9.52	1.00
Residential Condominium/ Townhouse (unit)	5.81	0.52

2. Condition of Area Roadways

Traffic Count is based on Vehicles per hour (VPH)

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service	Existing Plus Project
School Avenue	256-feet	Collector	N/A	N/A	N/A

* Acceptable level of service for a two-lane collector is "D" (425 VPH).

3. Average Daily Traffic Count (VDT)

Average daily traffic counts are based on ACHD's most current traffic counts.

- There are no current traffic counts for School Avenue.

C. Findings for Consideration

This application is for annexation and rezone only. Listed below are some findings for consideration that the District may identify when it reviews a future development application. The District may add additional findings for consideration when it reviews a specific redevelopment application.

1. School Avenue

- a. **Existing Conditions:** School Avenue is improved with 2-travel lanes, and no curb, gutter or sidewalk abutting the site. There is 50-feet of right-of-way for School Avenue (26-feet from centerline).
- b. **Policy:**
- Collector Street Policy:** District policy 7206.2.1 states that the developer is responsible for improving all collector frontages adjacent to the site or internal to the development as required below, regardless of whether access is taken to all of the adjacent streets.
- Master Street Map and Typologies Policy:** District policy 7206.5 states that if the collector street is designated with a typology on the Master Street Map, that typology shall be considered for the required street improvements. If there is no typology listed in the Master Street Map, then standard street sections shall serve as the default.

Street Section and Right-of-Way Policy: District policy 7206.5.2 states that the standard right-of-way width for collector streets shall typically be 50 to 70-feet, depending on the location and width of the sidewalk and the location and use of the roadway. The right-of-way width may be reduced, with District approval, if the sidewalk is located within an easement; in which case the District will require a minimum right-of-way width that extends 2-feet behind the back-of-curb on each side.

The standard street section shall be 46-feet (back-of-curb to back-of-curb). This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Residential Collector Policy: District policy 7206.5.2 states that the standard street section for a collector in a residential area shall be 36-feet (back-of-curb to back-of-curb). The District will consider a 33-foot or 29-foot street section with written fire department approval and taking into consideration the needs of the adjacent land use, the projected volumes, the need for bicycle lanes, and on-street parking.

Half Street Policy: District policy 7206.2.2 states that required improvements to an adjacent collector street shall consist of pavement widening to one-half the required width, including vertical curb, gutter and concrete sidewalk (minimum 7-foot attached or 5-foot detached), plus 12-feet of additional pavement widening beyond the centerline established for the street to provide an adequate roadway surface, with the pavement crowned at the ultimate centerline. A 3-foot wide gravel shoulder and a borrow ditch sized to accommodate the roadway storm runoff shall be constructed on the unimproved side.

Sidewalk Policy: District policy 7206.5.6 requires a concrete sidewalks at least 5-feet wide to be constructed on both sides of all collector streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, collector street requirements, and specific roadway features required through development. This segment of School Avenue is designated in the MSM as a Residential Collector with 2-lanes and on-street bike lanes, a 36-foot street section within 50-feet of right-of-way.

- c. **Staff Comments/Recommendations:** Consistent with the MSM, School Avenue should be constructed as ½ of a 36-foot street section with vertical curb, gutter, and either 7-foot wide attached or 5-foot wide detached sidewalk abutting the site when the property redevelops in the future.

The applicant should be required to provide a permanent right-of-way easement to 2-feet behind back of sidewalk for any public sidewalk located outside of the dedicated right-of-way.

2. Driveways

School Avenue

- a. **Existing Conditions:** There is an existing residential driveway onto School Avenue from the site.

b. Policy:

Access Policy: District Policy 7205.4.1 states that all access points associated with development applications shall be determined in accordance with the policies in this section and Section 7202. Access points shall be reviewed only for a development application that is being considered by the lead land use agency. Approved access points may be relocated and/or restricted in the future if the land use intensifies, changes, or the property redevelops.

District Policy 7206.1 states that the primary function of a collector is to intercept traffic from the local street system and carry that traffic to the nearest arterial. A secondary function is to service adjacent property. Access will be limited or controlled. Collectors may also be designated at bicycle and bus routes.

Driveway Location Policy: District policy 7206.4.4 requires driveways located on collector roadways near a STOP controlled intersection to be located outside of the area of influence; OR a minimum of 150-feet from the intersection, whichever is greater. Dimensions shall be measured from the centerline of the intersection to the centerline of the driveway.

Successive Driveways: District policy 7206.4.5 Table 1, requires driveways located on collector roadways with a speed limit of 25 MPH and daily traffic volumes greater than 100 VTD to align or offset a minimum of 245-feet from any existing or proposed driveway.

Driveway Width Policy: District policy 7206.4.6 restricts high-volume driveways (100 VTD or more) to a maximum width of 36-feet and low-volume driveways (less than 100 VTD) to a maximum width of 30-feet. Curb return type driveways with 30-foot radii will be required for high-volume driveways with 100 VTD or more. Curb return type driveways with 15-foot radii will be required for low-volume driveways with less than 100 VTD.

Driveway Paving Policy: Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7206.4.6, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway and install pavement tapers in accordance with Table 2 under District Policy 7206.4.6.

- c. Staff Comments/Recommendations:** Any future driveways should align with existing driveways or meet the minimum 245-foot offset from another existing driveway requirement. Driveways should be paved their entire width and at least 30-feet into the site beyond the edge of pavement of the roadway. Shared access is encouraged.

3. Tree Planters

Tree Planter Policy: Tree Planter Policy: The District's Tree Planter Policy prohibits all trees in planters less than 8-feet in width without the installation of root barriers. Class II trees may be allowed in planters with a minimum width of 8-feet, and Class I and Class III trees may be allowed in planters with a minimum width of 10-feet.

4. Landscaping

Landscaping Policy: A license agreement is required for all landscaping proposed within ACHD right-of-way or easement areas. Trees shall be located no closer than 10-feet from all public storm drain facilities. Landscaping should be designed to eliminate site obstructions in the vision triangle at intersections. District Policy 5104.3.1 requires a 40-foot vision triangle and a 3-foot height restriction on all landscaping located at an uncontrolled intersection and a 50-foot offset from stop signs. Landscape plans are required with the submittal of civil plans and must meet all District requirements prior to signature of the final plat and/or approval of the civil plans.

D. Site Specific Conditions of Approval

This application is for annexation and rezone only. Listed below are some findings for consideration that the District may identify when it reviews a future development application. The District may add additional findings for consideration when it reviews a specific redevelopment application.

1. School Avenue should be constructed as ½ of a 36-foot street section with vertical curb, gutter, and either 7-foot wide attached or 5-foot wide detached sidewalk abutting the site when the property redevelops in the future.
2. A permanent right-of-way easement should be provided to 2-feet behind back of sidewalk for any public sidewalk located outside of the dedicated right-of-way.
3. Any future driveways should align with existing driveways or meet the minimum 245-foot offset from another existing driveway requirement. Driveways should be paved their entire width and at least 30-feet into the site beyond the edge of pavement of the roadway.
4. Payment of impact fees is due prior to issuance of a building permit.
5. Comply with all Standard Conditions of Approval.

E. Standard Conditions of Approval

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).
2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.
3. In accordance with District policy, 7203.3, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant's engineer should provide documentation of ADA compliance to District Development Review staff for review.
4. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.
5. A license agreement and compliance with the District's Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.
6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.
7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.
8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District's Utility Coordinator at 387-6258 (with file numbers) for details.
9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.

10. Construction, use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.
11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant's authorized representative and an authorized representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.
12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.

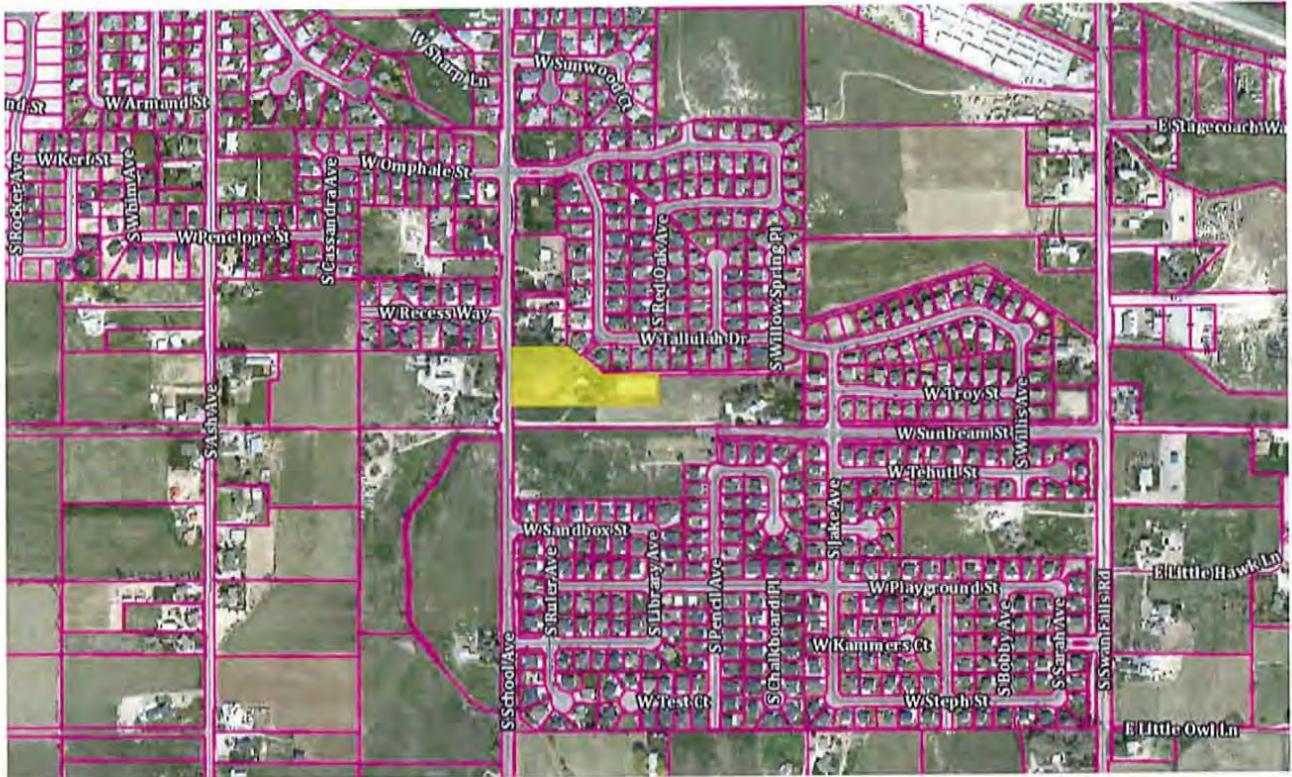
F. Conclusions of Law

1. The proposed site plan is approved, if all of the Site Specific and Standard Conditions of Approval are satisfied.
2. ACHD requirements are intended to assure that the proposed use/development will not place an undue burden on the existing vehicular transportation system within the vicinity impacted by the proposed development.

G. Attachments

1. Vicinity Map
2. Utility Coordinating Council
3. Development Process Checklist
4. Appeal Guidelines

VICINITY MAP



Ada County Utility Coordinating Council

Developer/Local Improvement District Right of Way Improvements Guideline Request

Purpose: To develop the necessary avenue for proper notification to utilities of local highway and road improvements, to help the utilities in budgeting and to clarify the already existing process.

- 1) **Notification:** Within five (5) working days upon notification of required right of way improvements by Highway entities, developers shall provide written notification to the affected utility owners and the Ada County Utility Coordinating Council (UCC). Notification shall include but not be limited to, project limits, scope of roadway improvements/project, anticipated construction dates, and any portions critical to the right of way improvements and coordination of utilities.
- 2) **Plan Review:** The developer shall provide the highway entities and all utility owners with preliminary project plans and schedule a plan review conference. Depending on the scale of utility improvements, a plan review conference may not be necessary, as determined by the utility owners. Conference notification shall also be sent to the UCC. During the review meeting the developer shall notify utilities of the status of right of way/easement acquisition necessary for their project. At the plan review conference each company shall have the right to appeal, adjust and/or negotiate with the developer on its own behalf. Each utility shall provide the developer with a letter of review indicating the costs and time required for relocation of its facilities. Said letter of review is to be provided within thirty calendar days after the date of the plan review conference.
- 3) **Revisions:** The developer is responsible to provide utilities with any revisions to preliminary plans. Utilities may request an updated plan review meeting if revisions are made in the preliminary plans which affect the utility relocation requirements. Utilities shall have thirty days after receiving the revisions to review and comment thereon.
- 4) **Final Notification:** The developer will provide highway entities, utility owners and the UCC with final notification of its intent to proceed with right of way improvements and include the anticipated date work will commence. This notification shall indicate that the work to be performed shall be pursuant to final approved plans by the highway entity. The developer shall schedule a preconstruction meeting prior to right of way improvements. Utility relocation activity shall be completed within the times established during the preconstruction meeting, unless otherwise agreed upon.

Notification to the Ada County UCC can be sent to: 50 S. Cole Rd. Boise 83707, or Visit iducc.com for e-mail notification information.

Development Process Checklist

Items Completed to Date:

- Submit a development application to a City or to Ada County
- The City or the County will transmit the development application to ACHD
- The ACHD **Planning Review Section** will receive the development application to review
- The **Planning Review Section** will do one of the following:
 - Send a "**No Review**" letter to the applicant stating that there are no site specific conditions of approval at this time.
 - Write a **Staff Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.
 - Write a **Commission Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.

Items to be completed by Applicant:

- For **ALL** development applications, including those receiving a "**No Review**" letter:
 - The applicant should submit one set of engineered plans directly to ACHD for review by the **Development Review Section** for plan review and assessment of impact fees. (Note: if there are no site improvements required by ACHD, then architectural plans may be submitted for purposes of impact fee assessment.)
 - The applicant is required to get a permit from Construction Services (ACHD) for ANY work in the right-of-way, including, but not limited to, driveway approaches, street improvements and utility cuts.
- Pay Impact Fees prior to issuance of building permit. Impact fees cannot be paid prior to plan review approval.

DID YOU REMEMBER:

Construction (Non-Subdivisions)

- Driveway or Property Approach(s)**
 - Submit a "Driveway Approach Request" form to ACHD Construction (for approval by Development Services & Traffic Services). There is a one week turnaround for this approval.
- Working in the ACHD Right-of-Way**
 - Four business days prior to starting work have a bonded contractor submit a "Temporary Highway Use Permit Application" to ACHD Construction – Permits along with:
 - a) Traffic Control Plan
 - b) An Erosion & Sediment Control Narrative & Plat, done by a Certified Plan Designer, if trench is >50' or you are placing >600 sf of concrete or asphalt.

Construction (Subdivisions)

- Sediment & Erosion Submittal**
 - At least one week prior to setting up a Pre-Construction Meeting an Erosion & Sediment Control Narrative & Plan, done by a Certified Plan Designer, must be turned into ACHD Construction to be reviewed and approved by the ACHD Stormwater Section.
- Idaho Power Company**
 - Vic Steelman at Idaho Power must have his IPCO approved set of subdivision utility plans prior to Pre-Con being scheduled.
- Final Approval from Development Services is required** prior to scheduling a Pre-Con.

Request for Appeal of Staff Decision

1. **Appeal of Staff Decision:** The Commission shall hear and decide appeals by an applicant of the final decision made by the Development Services Manager when it is alleged that the Development Services Manager did not properly apply this section 7101.6, did not consider all of the relevant facts presented, made an error of fact or law, abused discretion or acted arbitrarily and capriciously in the interpretation or enforcement of the ACHD Policy Manual.
 - a. **Filing Fee:** The Commission may, from time to time, set reasonable fees to be charged the applicant for the processing of appeals, to cover administrative costs.
 - b. **Initiation:** An appeal is initiated by the filing of a written notice of appeal with the Secretary and Clerk of the District, which must be filed within ten (10) working days from the date of the decision that is the subject of the appeal. The notice of appeal shall refer to the decision being appealed, identify the appellant by name, address and telephone number and state the grounds for the appeal. The grounds shall include a written summary of the provisions of the policy relevant to the appeal and/or the facts and law relied upon and shall include a written argument in support of the appeal. The Commission shall not consider a notice of appeal that does not comply with the provisions of this subsection.
 - c. **Time to Reply:** The Development Services Manager shall have ten (10) working days from the date of the filing of the notice of appeal to reply to the notice of the appeal, and may during such time meet with the appellant to discuss the matter, and may also consider and/or modify the decision that is being appealed. A copy of the reply and any modifications to the decision being appealed will be provided to the appellant prior to the Commission hearing on the appeal.
 - d. **Notice of Hearing:** Unless otherwise agreed to by the appellant, the hearing of the appeal will be noticed and scheduled on the Commission agenda at a regular meeting to be held within thirty (30) days following the delivery to the appellant of the Development Services Manager's reply to the notice of appeal. A copy of the decision being appealed, the notice of appeal and the reply shall be delivered to the Commission at least one (1) week prior to the hearing.
 - e. **Action by Commission:** Following the hearing, the Commission shall either affirm or reverse, in whole or part, or otherwise modify, amend or supplement the decision being appealed, as such action is adequately supported by the law and evidence presented at the hearing.

RICHARD DURRANT
CHAIRMAN OF THE BOARD

CLINTON PLINE
VICE CHAIRMAN OF THE BOARD

TIMOTHY M. PAGE
PROJECT MANAGER

ROBERT D. CARTER
ASSISTANT PROJECT MANAGER

APRYL GARDNER
SECRETARY-TREASURER

JERRI FLOYD
ASSISTANT SECRETARY-TREASURER

BOISE PROJECT BOARD OF CONTROL

(FORMERLY BOISE U.S. RECLAMATION PROJECT)

2465 OVERLAND ROAD
BOISE, IDAHO 83705-3155

OPERATING AGENCY FOR 167,000
ACRES FOR THE FOLLOWING
IRRIGATION DISTRICTS

NAMPA-MERIDIAN DISTRICT
BOISE-KUNA DISTRICT
WILDER DISTRICT
NEW YORK DISTRICT
BIG BEND DISTRICT

RECEIVED
MAY 14 2018
CITY OF KUNA

TEL: (208) 344-1141
FAX: (208) 344-1437

08 May 2018

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

RE: Stephanie Cortez **18-01-AN**
760 S. School Ave.
Boise-Kuna Irrigation District **BK-1299 C1**
Charles Lateral 00+30
Sec. 26, T2N, R1W, BM.

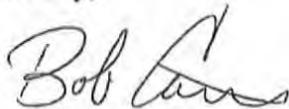
Jace Hellman, Planner II:

There are no Project facilities located on the above-mentioned property; however, it does in fact possess a valid water right.

Local irrigation/drainage ditches that cross this property, in order to serve neighboring properties, must remain unobstructed and protected by appropriate easements.

If you have any further questions or comments regarding this matter, please do not hesitate to contact me at (208) 344-1141.

Sincerely,



Bob Carter
Assistant Project Manager, BPBC

bdc/bc

cc: Clint McCormick Watermaster, Div; 2 BPBC
Lauren Boehlke Secretary-Treasurer, BKID
File





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

Paul A. Stevens, P.E.
Kuna City Engineer
208-287-1727

ANNEXATION MEMORANDUM

Date: 7 June 2018
From: Paul A. Stevens, P.E.
To: Wendy Howell, Planning and Zoning Director
RE: Cortez Annexation

The City Engineer has reviewed the Cortez annexation request dated 27 March 2018. It is noted that while the application outlines the applicant’s general development intent, specific development plans are not provided except those implied as allowed or permitted in an “R-2” zone. The application shows that city utilities are needed to complete the project.

Recommendation: proceed with this annexation consistent with the enclosed comments but to keep in mind that these comments may be expanded or refined in connection with the future land-use actions. The following comments apply:

1. Sanitary Sewer

- a) The applicant’s property to be annexed is presently used for residential and small agricultural purposes, is not connected to City services and would be subject to connection fees for the demand of the ultimate connected load as provided in the City’s Standard Table. City Code (6-4-2) requires connection to the City sewer system for all sanitary sewer needs.
- b) For any connected load, it is recommended this application be conditioned to conform to the sewer master plan, particularly to the providing of sewer mains and trunk lines in the master plan.
- c) The nearest Sewer Main capable of serving this property lies adjacent to the property in School House Subdivision.
- d) At all reasonable locations where sewer service could be extended to adjoining properties, sewer mains should be stubbed to the property line or extended in right-of-way in or adjacent to the project – both at useable depths.

2. Water

- a) The applicant’s property to be annexed is presently used for residential and small agricultural purposes, is not connected to City water service and would be subject to connection fees for the demand of the ultimate connected load as provided in the City’s Standard Table. City Code (6-4-2X) requires connection to the City water system for all potable water needs. The City has sufficient potable water supply to serve this site.
- b) The nearest point of water connection for the property is in the adjacent School House Subdivision.

Exhibit
B7

- c) Improvements necessary to provide adequate fire protection as required by Kuna Fire District will be required of the development.
- d) For any connected load, it is recommended this application be conditioned to conform to the water master plan.
- e) At least 8-inch water mains are to be extended and connected by developer to water trunk lines and mains through to the connection points.

3. Pressure Irrigation

- a) Relying on drinking water for irrigation purposes is contrary to City Code (6-4-2). Connection to the Kuna pressurized irrigation system is required
- b) The development is subject to connection fees based on number of dwellings and lot size for the residential area as provided in City Resolutions.
- c) It is recommended this project be conditioned to require connection and annexation to the City Pressure Irrigation system. It is further recommended that annexation into the municipal irrigation district and pooling of water rights is a requirement at the time of final platting.
- d) For any connected load, it is recommended this application be conditioned to conform to the Pressure Irrigation Master Plan.

4. Grading and Storm Drainage

The following is not required for annexation but will be required when alteration of surface features is proposed (such as grading or paving) in connection with future land use applications:

- a) Provide a grading and drainage plan which supports and maintains all upstream drainage rights and all downstream irrigation delivery rights as they presently exist for this property.
- b) Runoff from public right-of-way is regulated by ACHD
- c) Exclusive of public right-of-way, any increase in quantity or rate of runoff or decrease in quality of runoff compared to historical conditions must be detained, treated and released at rates no greater than historical amounts. In the alternative, offsite disposal of storm water in excess of historical rates or conditions of disposal at locations different than provided historically, approval of the operating entity is required. The City of Kuna relies on the ACHD Storm water Policy Manual to establish the requirements for design of any private disposal system.
- d) If impervious area is increased, provide a storm water disposal plan acceptable to the City Engineer which accounts for the increased storm water drainage. Provide detail drawings of drainage facilities for review.

5. General

- a) With the addition of this property into the corporate limits of Kuna and its potential connection to water services, this property will be placing demand not only on constructed facilities but on water rights provided by others. It is the reasonable expectation, in return, that this property transfer to the City at time of connection (development) any conveyable water rights by deed and "Change of Ownership" form from IDWR that are presently associated with the property. The domestic water right associated solely with a residence and ½ acre or less is not conveyable. The water right held in trust by an irrigation district is also not conveyable.
- b) A plan approval letter will be required if this project affects any local irrigation districts.
- c) Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties.
- d) State the vertical datum used for elevations on all drawings.
- e) Provide engineering certification on all final engineering drawings.

6. Inspection Fees

An inspection fee will be required for City inspection of the construction of any **public** water, sewer and irrigation facility associated with this development. The developer will still require a qualified responsible engineer to do sufficient inspection to justly certify to DEQ the project was completed in accordance with approved plans and specifications and to provide accurate as-built drawings to the City. The developer's engineer and the City's inspector are permitted to coordinate inspections as much as possible. The current inspection fee is \$1.00 per lineal foot of sewer, water and pressure irrigation pipe and payment is due and payable prior to City's approval of final construction plans.

7. Right-of-Way

The subject property fronts on its west side by Schoolhouse Avenue - ACHD. The following conditions are related to Schoolhouse Avenue:

- a) Sufficient half right-of-way on the quarter line and section line for existing and future classified streets should be provided pursuant to City, ACHD standards.
- b) It is recommended approaches onto the classified streets comply with ACHD approach policies.
- c) It is recommended that sidewalk, curb and gutter, street widening and any related storm drainage facilities, consistent with city code and policies, are provided in connection with property development.

8. As-Built Drawings

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

9. Property Description

- a) The applicant provided a preliminary plat and supporting documents as part of the application.

Stephanie Cortez
760 S. School Ave
Kuna, ID 83634
March 2018

received
3/27/18

S. School Ave

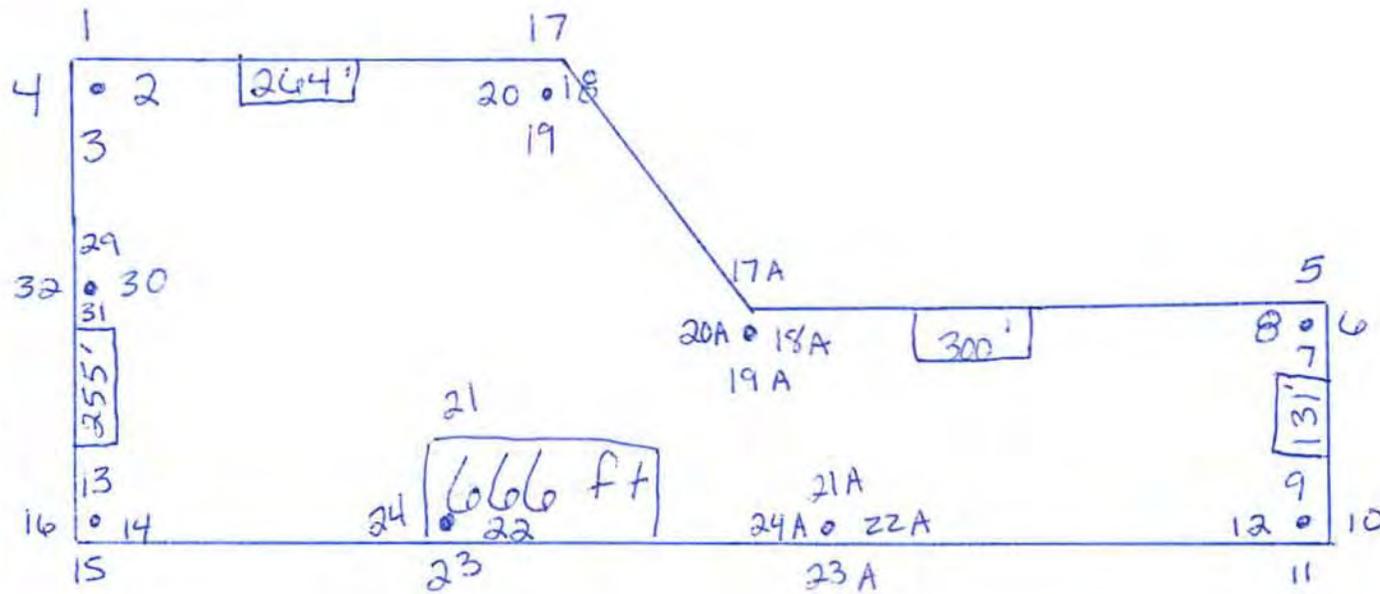


Exhibit
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Received
3-27-18



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3.27.18



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CITY OF KUNA
PLANNING & ZONING DEPARTMENT

18-01-AN Public Hearing
751 West 4th Street 73 of 83
P.O. Box 13
Kuna, ID 83634
Phone: 208-922-5274
Fax: 208-922-5989
www.kunacity.id.gov

CERTIFICATE OF MAILING

Date: 6/27/18

To: 300' Property Owners Other _____

Planner: Jace Hellman, Planner II

Case Name: 18-01-AN: Stephanie Cortez (cc)

I HEREBY CERTIFY that on this 27 day of June, 2018, I caused a true and correct copy of the foregoing instrument to be deposited in the United States mail, with prepaid postage.



Signature

Dawn Stephens
Attest

Exhibit
03



CITY OF KUNA
PLANNING & ZONING DEPARTMENT
PO Box 13 • 751 W. 4th St • Kuna, Idaho • 83634
Phone (208) 922-5274 • Fax: (208) 922-5989
www.kunacity.id.gov

Dear Property Owner:

NOTICE IS HEREBY GIVEN that the City of Kuna **City Council** is scheduled to hold a public hearing on **July 17, 2018**, beginning at **6:00 pm** on the following case:

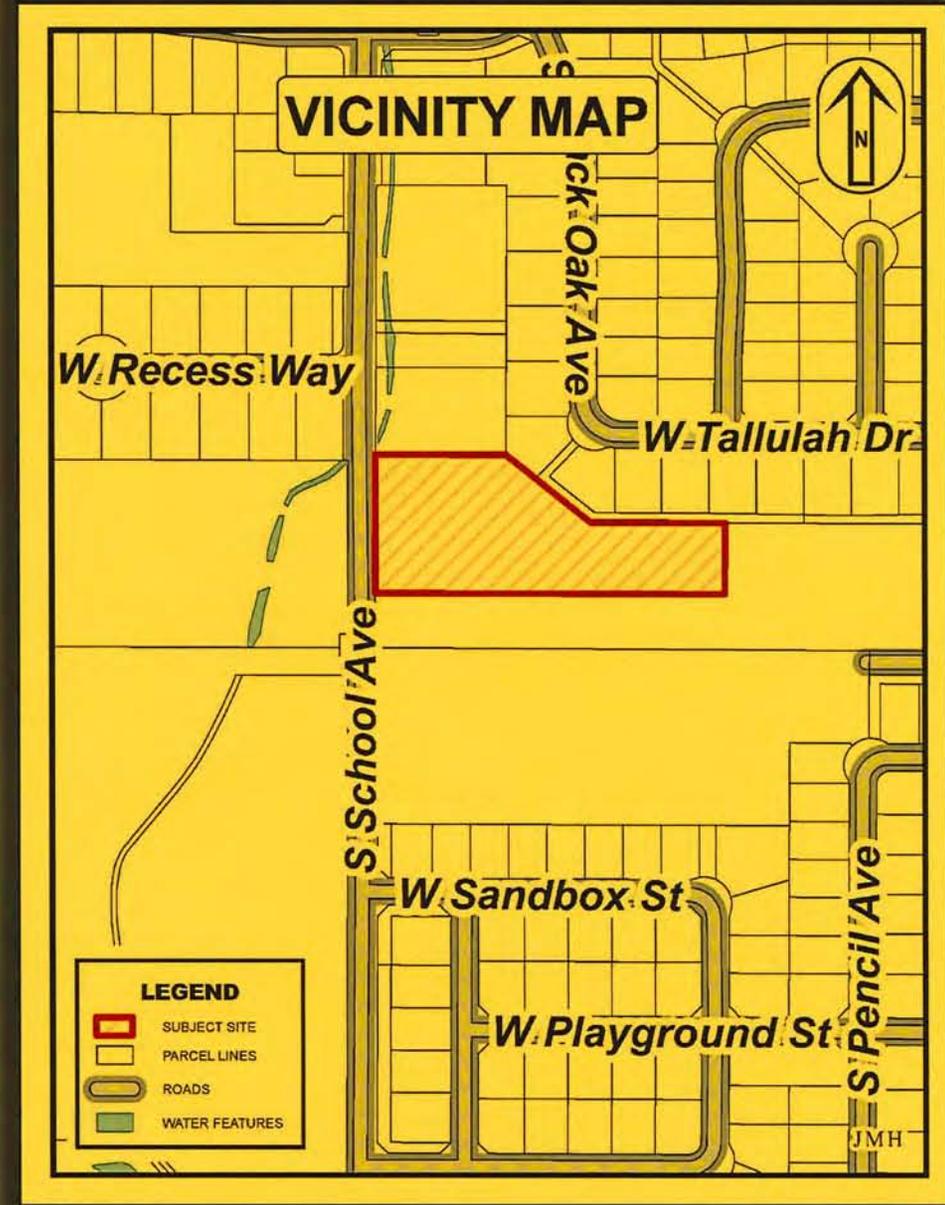
An **Annexation (AN)** request from Stephanie Cortez to annex approximately 3.06 acres into Kuna City limits with an 'R-2' (Residential) zoning designation. The site is located at 760 S. School Avenue, Kuna, Idaho 83634.

The hearing will be held at **6:00 PM in the Council Chambers at City Hall located at 751 W. 4th Street, Kuna, Idaho.**

All documents concerning public hearing items may be reviewed at Kuna City Hall, 751 W. 4th Street, Kuna, Idaho, 83634. Office hours are 8:00 am to 5:00 pm, Monday through Friday, except holidays. If you have questions or would like additional information, please contact the Planning and Zoning Division at (208) 922-5274.

You are invited to provide oral or written comments to the Commission at the hearing. Please note that all comments made to the Commission during the public hearing will be restricted to three (3) minutes per person. Prior to the hearing, written comments may be submitted to the Planning and Zoning Department preferably at least six (6) days prior to the hearing. These comments will be forwarded to the appropriate governing body.

In all correspondence concerning this case, please refer to the case name: **18-01-AN (Annexation) – Cortez Annexation.**



MAILED 06/27/18

Bryce & Kathleen Baker ✓
975 W Recess Way
Kuna, ID 83634

Daniel & Sherrill Bakken ✓
703 S Black Oak Ave
Kuna, ID 83634

Ronald & Kathleen Bollinger ✓
980 W Recess Way
Kuna, ID 83634

William & Joleen Burton ✓
709 W Tallulah Dr
Kuna, ID 83634

Eric & Deondra Buschlen ✓
660 S School Ave
Kuna, ID 83634

Carlin Family Trust 4-21-2015 ✓
Donald Carlin Trustee
951 W Recess Way
Kuna, ID 83634

Stephanie Cortez ✓
760 S School Ave
Kuna, ID 83634

Harold & Jill Degraff ✓
7940 Stone River Dr
Frisco, TX 75034

Casey & Jack Forest ✓
646 S Black Oak Ave
Kuna, ID 83634

Jeffery & Janice Foster ✓
805 S School Ave
Kuna, ID 83634

Lee Ann Hartley ✓
667 S Red Oak Ave
Kuna, ID 83634

Timothy & Amanda Johnson ✓
701 S Glenn Brook Pl
Kuna, ID 83634

Landen Martin ✓
669 S Black Oak Ave
Kuna, ID 83634

Francisco Mateos ✓
731 W Tallulah Dr
Kuna, ID 83634

Jeremy & Alexis Mell ✓
677 S Glenn Brook Pl
Kuna, ID 83634

Shane Nelson ✓
809 E Jefferson St
Boise, ID 83712

Oasis Properties LLC ✓
475 SE Thornwood Way
Meridian, ID 83642

Bryon & Elizabeth Olacsi ✓
603 W Tallulah Dr
Kuna, ID 83634

Outpost Homeowners Association ✓
PO Box 214
Kuna, ID 83634

Dennis & Tina Peck ✓
779 W Tallulah Dr
Kuna, ID 83634

Kelly Pecora ✓
753 W Tallulah Dr
Kuna, ID 83634

Michael & Diane Rampelberg ✓
795 W Tallulah Dr
Kuna, ID 83634

James & Sheri Russell ✓
781 S School Ave
Kuna, ID 83634

Joel Schmidt ✓
651 S Black Oak Ave
Kuna, ID 83634

Catherine Seamons ✓
668 S Black Oak Ave
Kuna, ID 83634

Keith Severy ✓
18915 ED LN
Caldwell, ID 83607

Lawrence & Debra Smith ✓
685 S Red Oak Ave
Kuna, ID 83634

Kevin & Tiffany Trader ✓
687 S Black Oak Ave
Kuna, ID 83634

Bart & Marcia Van Ry ✓
954 W Recess Way
Kuna, ID 83634

Theresa Verhunce ✓
David Ary
670 S Red Oak Ave
Kuna, ID 83634

Christopher Vorhes ✓
Katelyn Harper
861 S Pencil Ave
Kuna, ID 83634

Michael Wheeler ✓
780 S School Ave
Kuna, ID 83634

Willow Glenn Sub HOA Inc ✓
PO Box 825
Kuna, ID 83634

John Wittenberg ✓
702 W Tallulah Dr
Kuna, ID 83634

Jake & Rebecca Woolley ✓
657 W Tallulah Dr
Kuna, ID 83634

PRIMOWNER	SECOWNER	ADDCONCAT	STATCONCAT
BAKER BRYCE ROBERT	BAKER KATHLEEN B	975 W RECESS WAY	KUNA, ID 83634-0000
BAKKEN DANIEL C	BAKKEN SHERRILL L	703 S BLACK OAK AVE	KUNA, ID 83634-0000
BOLLINGER RONALD W	BOLLINGER KATHLEEN M	980 W RECESS WAY	KUNA, ID 83634-0000
BURTON WILLIAM E	BURTON JOLEEN K	709 W TALLULAH DR	KUNA, ID 83634-0000
BUSCHLEN ERIC M	BUSCHLEN DEONDRA L	660 S SCHOOL AVE	KUNA, ID 83634-0000
CARLIN FAMILY TRUST 4-21-2015	CARLIN DONALD TRUSTEE	951 W RECESS WAY	KUNA, ID 83634-0000
CORTEZ STEPHANIE L		760 S SCHOOL AVE	KUNA, ID 83634-0000
DEGRAFF HAROLD R	DEGRAFF JILL A	7940 STONE RIVER DR	FRISCO, TX 75034-0000
FOREST CASEY	FOREST JACK	646 S BLACK OAK AVE	KUNA, ID 83634-0000
FOSTER JEFFERY L	FOSTER JANICE S	805 S SCHOOL AVE	KUNA, ID 83634-1745
HARTLEY LEE ANN		667 S REDOAK AVE	KUNA, ID 83634-2469
HATCH GREGORY F	HATCH KATHLEEN	930 W RECESS WAY	KUNA, ID 83634-0000
JOHNSON AMANDA J	JOHNSON TIMOTHY A	701 S GLENN BROOK PL	KUNA, ID 83634-0000
MARTIN LANDEN		669 S BLACK OAK AVE	KUNA, ID 83634-0000
MATEOS FRANCISCO JAVIER		731 W TALLULAH DR	KUNA, ID 83634-0000
MELL JEREMY S	MELL ALEXUS	677 S GLENN BROOK PL	KUNA, ID 83634-0000
NELSON SHANE COLBY		809 E JEFFERSON ST	BOISE, ID 83712-0000
OASIS PROPERTIES LLC		475 SE THORNWOOD WAY	MERIDIAN, ID 83642-0000
OLACSI BYRON M	OLACSI ELIZABETH A	603 W TALLULAH DR	KUNA, ID 83634-0000
OUTPOST HOMEOWNERS ASSOCIATION		PO BOX 214	KUNA, ID 83634-0214
PECK TINA	PECK DENNIS	779 W TALLULAH DR	KUNA, ID 83634-0000
PECORA KELLY		753 W TALLULAH DR	KUNA, ID 83634-0000
RAMPELBERG MICHAEL R	RAMPELBERG DIANE	795 W TALLULAH DR	KUNA, ID 83634-0000
RUSSELL JAMES D	RUSSELL SHERI J	781 S SCHOOL AVE	KUNA, ID 83634-0000
SCHMIDT JOEL D		651 S BLACK OAK AVE	KUNA, ID 83634-0000
SEAMONS CATHERINE		668 S BLACK OAK AVE	KUNA, ID 83634-0000
SEVERY KEITH		18915 ED LN	CALDWELL, ID 83607-0000
SMITH LAWRENCE RUSSELL	SMITH DEBRA S	685 S RED OAK AVE	KUNA, ID 83634-0000
SNIDER STEVEN J	SNIDER MARY A	600 S SCHOOL AVE	KUNA, ID 83634-2312
TRADER KEVIN G	TRADER TIFFANY SUE	687 S BLACK OAK AVE	KUNA, ID 83634-0000
VAN RY BART M	VAN RY MARCIA	954 W RECESS WAY	KUNA, ID 83634-0000
VERHUNCE THERESA	ARY DAVID	670 S RED OAK AVE	KUNA, ID 83634-2469
VORHES CHRISTOPHER	HARPER KATELYN	861 S PENCIL AVE	KUNA, ID 83634-0000
WHEELER MICHAEL D		780 S SCHOOL AVE	KUNA, ID 83634-2314
WILLOW GLENN SUB HOA INC		PO BOX 825	KUNA, ID 83634-0000
WITTENBERG JOHN J		702 W TALLULAH DR	KUNA, ID 83634-0000
WOOLLEY JAKE	WOOLLEY REBECCA	657 W TALLULAH DR	KUNA, ID 83634-0000

Jace Hellman

From: Sharon Jessen <sjessen@idahopress.com>
Sent: Tuesday, June 19, 2018 10:01 AM
To: Jace Hellman
Subject: Re: City of Kuna Request for Legal Publication

Legals Email First Response

Thank you for your request. You will receive an email confirmation with proof, price and publication dates shortly.

Idaho Press-Tribune, Emmett Messenger-Index, Kuna-Melba News, and Meridian Press-Tribune

Legal Clerk
208-465-8129
legals@idahopress.com
8:00am – 12:00pm Monday – Friday

From: Jace Hellman <jhellman@kunaID.gov>
Sent: Monday, June 18, 2018 1:04 PM
To: IPT Legals
Subject: City of Kuna Request for Legal Publication

Greetings:

We would like to request that you publish the attached legal notification in the **June 27th, 2018** cycle of Kuna Melba News on behalf of the City of Kuna, Planning & Zoning Department.
This notification needs to only be published for one (1) cycle.

The Kuna P.O. for this request is #7211 (if you need it).
Thank you.

Jace Hellman

Planner II
City of Kuna
751 W 4th Street
Kuna, ID 83634
jhellman@kunaID.gov



CITY OF KUNA
P.O. Box 13 - Kuna, ID 83634
Phone: 922-5274 - Fax: 922-5989

File #18-01-AN (Annexation) Stephanie Cortez

NOTICE IS HEREBY GIVEN, that the Kuna City Council will hold a public hearing, **Tuesday, July 17, 2018 at 6:00 pm**, or as soon as can be heard at Kuna City Hall, 751 W. 4th St., Kuna, ID; in connection with an **Annexation (AN)** request by Stephanie Cortez to annex approximately 3.06 acres into Kuna City limits with an 'R-2' (Residential) zoning designation. The site is located at **760 S. School Avenue, Kuna, Idaho 83634**.

The public is invited to present written and/or oral comments at the hearing. Any written testimony should be received by close of business on July 11, 2018. Please mail comments to PO Box 13 Kuna, ID 83634, or drop off at City Hall: 751 W. 4th Street, Kuna, ID.

Please do not contact anyone who would be involved in this decision making process, which would include the Planning & Zoning Commissioners, City Council Members, or the Mayor; as such private conversations would be considered ex parte (one sided) and could jeopardize the public hearing process.

If you have any questions or require special accommodations, please contact the Kuna Planning & Zoning Department prior to the meeting at 922-5274.

Kuna Planning & Zoning Department

(No need to print this portion) Please publish one time on June 27, 2018.

(Sent June 20, 2018)

Kuna P.O. #7211

Jace Hellman

From: IDAHO PRESS TRIBUNE <legals@idahopress.com>
Sent: Wednesday, June 20, 2018 10:08 AM
To: Jace Hellman
Cc: legals@idahopress.com
Subject: Confirmation: Ad 1778817 for 1 KUNA, CITY OF
Attachments: AD1778817_jnl.pdf

Legals Email Approval Request

Good Day,

Attached is an invoice which shows proof, price and publication dates. Please check spelling and run dates for accuracy. PLEASE RESPOND by 10:00AM to confirm or make changes in order to meet deadline. You can simply reply to this email.

Idaho Press-Tribune, Emmett Messenger-Index, Kuna-Melba News and Meridian Press-Tribune

Legal Clerk

legals@idahopress.com

208-465-8129

Monday through Friday 8:00am – 12:00pm

IDAHO PRESS TRIBUNE
MERIDIAN PRESS, KUNA MELBA NEWS
C/O ISJ PAYMENT PROCESSING CENTER
PO BOX 1570
POCATELLO ID 83204
(208)467-9251
Fax (208)475-2338

ORDER CONFIRMATION

Salesperson: LEGALS

Printed at 06/20/18 09:08 by sje14

Acct #: 345222

Ad #: 1778817

Status: New WHOLD

1 KUNA, CITY OF
P.O. BOX 13
KUNA ID 83634

Start: 06/27/2018 Stop: 06/27/2018
Times Ord: 1 Times Run: ***
LEG 1.00 X 54.00 Words: 209
Total LEG 54.00
Class: 0006 GOVERNMENT NOTICES
Rate: LG Cost: 44.96
Affidavits: 1

Contact: CHRIS ENGLER
Phone: (208)387-7727
Fax#:
Email: awelker@kunaaid.gov; gsmith@k
Agency:

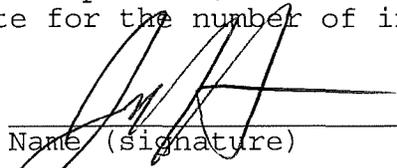
Ad Descrpt: PH 7/17/2018
Given by: JACE HELLMAN
P.O. #: 7211
Created: sje14 06/20/18 09:03
Last Changed: sje14 06/20/18 09:07

PUB ZONE EDT TP RUN DATES
KMN A 96 S 06/27

AUTHORIZATION

Under this agreement rates are subject to change with 30 days notice. In the event of a cancellation before schedule completion, I understand that the rate charged will be based upon the rate for the number of insertions used.

Jace Hellman
Name (print or type)


Name (signature)

(CONTINUED ON NEXT PAGE)

IDAHO PRESS TRIBUNE
MERIDIAN PRESS, KUNA MELBA NEWS
C/O ISJ PAYMENT PROCESSING CENTER
PO BOX 1570
POCATELLO ID 83204
(208)467-9251
Fax (208)475-2338

ORDER CONFIRMATION (CONTINUED)

Salesperson: LEGALS

Printed at 06/20/18 09:08 by sjel4

Acct #: 345222

Ad #: 1778817

Status: New WHOLD WHOI

LEGAL NOTICE

File #18-01-AN
(Annexation)
Stephanie Cortez

NOTICE IS HEREBY GIVEN, that the Kuna City Council will hold a public hearing, **Tuesday, July 17, 2018 at 6:00 pm**, or as soon as can be heard at Kuna City Hall, 751 W. 4th St., Kuna, ID; in connection with an **Annexation (AN)** request by Stephanie Cortez to annex approximately 3.06 acres into Kuna City limits with an 'R-2' (Residential) zoning designation. The site is located at **760 S. School Avenue, Kuna, Idaho 83634.**

Looks good

The public is invited to present written and/or oral comments at the hearing. Any written testimony should be received by close of business on July 11, 2018. Please mail comments to PO Box 13 Kuna, ID 83634, or drop off at City Hall: 751 W. 4th Street, Kuna, ID.

Please do not contact anyone who would be involved in this decision making process, which would include the Planning & Zoning Commissioners, City Council Members, or the Mayor; as such private conversations would be considered ex parte (one sided) and could jeopardize the public hearing process.

If you have any questions or require special accommodations, please contact the Kuna Planning & Zoning Department prior to the meeting at 922-5274.

Kuna Planning & Zoning
Department

June 27, 2018 1778817

345222 1778817

1 KUNA, CITY OF

P.O. BOX 13
KUNA ID 83634

**AFFIDAVIT OF PUBLICATION
STATE OF IDAHO**

County of Ada

)
)SS.
)

Sharon Jessen
of Nampa, Canyon County, Idaho, being
first duly sworn, deposes and says:

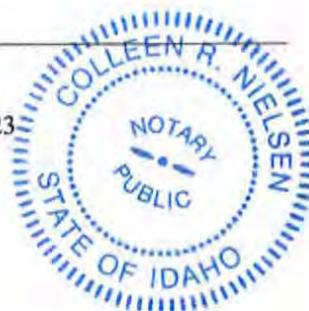
1. That I am a citizen of the United States, and at all times hereinafter mentioned was over the age of eighteen years, and not a party to the above entitled action.
2. That I am the Principle Clerk of the Kuna Melba News, a weekly newspaper published in the City of Kuna, in the County of Ada, State of Idaho; that the said newspaper is in general circulation in the said County of Ada, and in the vicinity of Kuna and Melba, and has been uninterruptedly published in said County during a period of seventy-eight consecutive weeks prior to the first publication of this notice, a copy of which is hereto attached.
3. That the notice, of which the annexed is a printed copy, was published in said newspaper 1 time(s) in the regular and entire issue of said paper, and was printed in the newspaper proper, and not in a supplement.

That said notice was published the following:
06/27/2018

Sharon Jessen
STATE OF IDAHO)

County of Canyon)
On this 27th day of June in the year of
2018 before me a Notary Public, personally appeared,
Sharon Jessen, known or identified
to me to be the person whose name is subscribed
to the within instrument, and being by me first
duly sworn, declared that the statements therein
are true, and acknowledge to me that he/she
executed the same.

Colleen R. Nielsen
Notary Public for Idaho
Residing at Canyon County
My Commission expires 06/28/2023



LEGAL NOTICE

**File #18-01-AN
(Annexation)
Stephanie Cortez**

NOTICE IS HEREBY GIVEN, that the Kuna City Council will hold a public hearing, **Tuesday, July 17, 2018 at 6:00 pm**, or as soon as can be heard at Kuna City Hall, 751 W. 4th St., Kuna, ID; in connection with an **Annexation (AN)** request by Stephanie Cortez to annex approximately 3.06 acres into Kuna City limits with an 'R-2' (Residential) zoning designation. The site is located at **760 S. School Avenue, Kuna, Idaho 83634.**

The public is invited to present written and/or oral comments at the hearing. Any written testimony should be received by close of business on July 11, 2018. Please mail comments to PO Box 13 Kuna, ID 83634, or drop off at City Hall: 751 W. 4th Street, Kuna, ID.

Please do not contact anyone who would be involved in this decision making process, which would include the Planning & Zoning Commissioners, City Council Members, or the Mayor; as such private conversations would be considered ex parte (one sided) and could jeopardize the public hearing process.

If you have any questions or require special accommodations, please contact the Kuna Planning & Zoning Department prior to the meeting at 922-5274.

Kuna Planning & Zoning
Department

June 27, 2018 1778817



City of Kuna

City Council Staff Memo

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

To: Mayor and City Council

Case Number(s): 18-02-AN (Annexation),
 18-02-CPF (Combo PP & FP)
Dynasty Estates Sub. No. 2

Location: South West Corner (SWC) of
 Linder Rd. & Lake Hazel Rd.
 Meridian, Idaho 83642

Planner: Troy Behunin, Planner III

Hearing Date: July 17, 2018

Owner: **Steve & Deborah Johnson**
 6801 S. Linder Road
 Meridian, ID 83642
 208.866.2369
debannjohnson@gmail.com



Table of Contents:

- | | |
|-----------------------------|--|
| A. Course Proceedings | I. Proposed Comprehensive Plan Analysis |
| B. Applicant Request | J. Proposed Conclusions of Law by the Commission |
| C. Site History | K. Proposed Findings of Fact |
| D. General Project Facts | L. Commissions' Recommendation |
| E. Staff Analysis | O. Proposed Order of Decision by Council |
| F. Applicable Standards | |
| G. Procedural Background | |
| H. Proposed Factual Summary | |

A. Course of Proceedings

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states that annexation and combination plat applications are designated as *public hearings*, with the Planning and Zoning Commission as the recommending body, and City Council as the decision-making body. These land use applications were given proper public notice and have followed the requirements set forth in Idaho Code, Chapter 65, Local Land Use Planning Act (LLUPA).

a. Notifications

- | | |
|---------------------------|--|
| i. Neighborhood Meeting | March 10, 2018 (four persons attended) |
| ii. Agencies | May 4, 2018 |
| iii. 350' Property Owners | July 2, 2018 |
| iv. Kuna, Melba Newspaper | June 27, 2018 |
| v. Site Posted | July 3, 2018 |

B. Applicant Request:

1. Applicant requests to annex approximately 10.00 acres into Kuna City with an R-2 (Low Density Residential), residential zone, and to subdivide the property into two single family residential lots through the combined preliminary and final plat process, and have reserved the name Dynasty Estates Subdivision No. 2 with the County. This is a request for re-subdivision of Lot 5, Block 1, of Dynasty Estates Subdivision. The site is located at the southwest corner (SWC) of Linder and Lake Hazel Roads, site address is 6801 S. Linder Road, Meridian, Idaho, In Section 2, T 2 N, R 1 W, APN #: R2004170050.
2. **Site Location Map:**



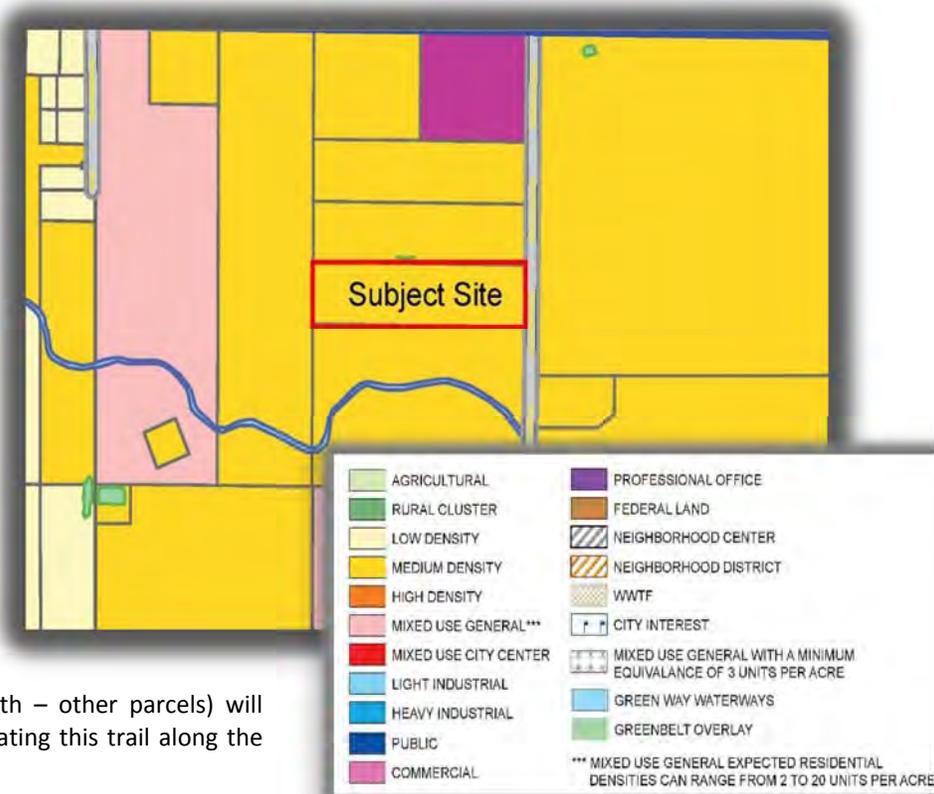
©COPYRIGHTED

- C. **History:** The approximately 10.00 acre subject site is within the Ada County subdivision called Dynasty Estates, however, it is contiguous to Kuna City limits on the west and east property lines and has been a lot with the residential subdivision since 1994.

D. General Projects Facts:

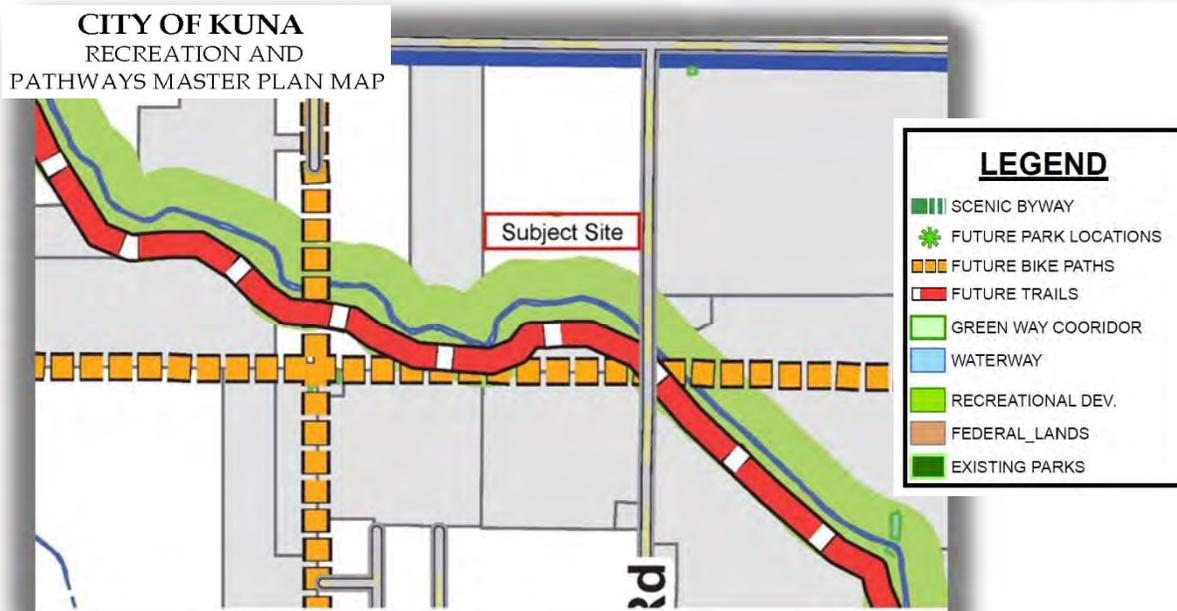
1. **Comprehensive Plan Designation:** The City of Kuna's Future Land Use Map identifies the subject site as Medium Density Residential (4-8 Units per acre). Staff views this land use request to be consistent with the approved Future Land Use Map
2. **Kuna Comprehensive Plan Future Land Use Map:** See below.

The Kuna Comprehensive Plan Future Land Use Map shown above in conjunction with the map legend indicates that the subject site is designated as Medium Density Residential. The applicant's request is under the suggested density, therefore, staff views this request to be consistent with the Future Land Use Map designation.



3. **Kuna Recreation and Pathways Master Plan Map:**

The Kuna Recreation and Master Pathways Plan map identifies a future trail in the general area, however, this lot does not have a touch to the Mason Creek Feeder. Future development (to the south – other parcels) will need to submit plans accommodating this trail along the Mason Creek Feeder.



4. **Surrounding Existing Land Uses and Zoning Designations:**

North	RR	Rural Residential – Ada County
South	RR	Rural Residential – Ada County

East	R-6	Medium Density Residential – City of Kuna
West	Ag	Agriculture – Ada County

5. **Parcel Sizes, Current Zoning, Parcel Numbers:**

- Approx. 10.001 (Approx.) acres total
- RR (Rural Residential) – Ada County
- Parcel # R2004170050 R1928150022

6. **Services:**

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

7. **Existing Structures, Vegetation and Natural Features:** Currently there is a house, a mother-in-law quarters and three outbuildings on site. This site slopes east and west near the mid-point of the site. On-site vegetation is consistent with a residential and agricultural lot.

8. **Transportation / Connectivity:** The applicant proposes access from the existing private driveway for the site, by extending the asphalt drive as far west as needed.

9. **Environmental Issues:** Staff is not aware of any environmental issues, health or safety conflicts. Idaho Department of Environmental Quality (DEQ) has provided recommendations for surface and groundwater protection practices and requirements for development of the site.

10. **Agency Responses:** The following responding agency comments are included as exhibits with this case file

- Ada County Highway District (ACHD) – Exhibit B-1
- Boise Project Board of Control – Exhibit B-2
- Central District Health Department (CDHD) – Exhibit B-3
- Department of Environmental Quality – Exhibit B-4
- Idaho Transportation Department (ITD) – Exhibit B-5

E. Staff Analysis:

Applicant requests approval to annex approximately 10.001 total acres (currently zoned Rural Residential (RR) in Ada County), into Kuna City limits with an R-2 (Low Density Residential) zone; and to subdivide the subject property, creating a two lot, single family subdivision, known as Dynasty Estates No. 2 Subdivision. This request includes a re-subdivision of Lot 5, Block 1 in the Dynasty Estates Subdivision. Applicant proposes to provide access to the proposed lot by extending an existing private lane that touches Linder Road, a public road.

The site is eligible for annexation, as it touches current City limits on the west and east sides of the site. The applicant seeks an R-2 (Low Density Residential) zone for the subdivision in connection with this annexation request. Applicant is also proposing the creation of two single family lots and will be known as the Dynasty Estates No. 2 Subdivision.

Staff recommends that the applicant provide a plan demonstrating permanent and continuous maintenance and care of the private lane, if provided, then staff has no concerns with the private lane.

This site is in the Nitrate Priority Area and should only be granted the ability to install a new septic system based on the criteria established in Kuna Code. It has been determined that this property does have extraordinary constraints (distance to existing and near-future facilities and a high point in the middle of the site that divides east from west), preventing connection to public services immediately and/or with reasonable costs. Staff recommends that in the future if the lands west of this site develop, that the proposed new lot connect to public services from Kuna City. Staff recommends that if gravity sewer becomes available in Linder, the existing home be conditioned to connect to Kuna City services at time of failure, or at the property owner's choice ahead of failure of either sewer or domestic well; Connection will be at the lot owner's expense in accordance with Kuna City Code. Staff anticipates that proposed lot 2 will build a home before the lands west develop. Therefore, staff recommends that the newly created lot be conditioned to run dry lines for sewer and domestic water from house to the western lot line at building permit, in anticipation of a future connection so that if/when a critical system fails and there is a developed subdivision west of this site or services become available, it will connect at lot owners expense, in accordance with Kuna City Code.

Staff has determined these applications comply with Title 5 of the Kuna City Code; Idaho Statute §50-222; and the Kuna Comprehensive Plan; and forwards Case No.'s 18-02-AN and 18-02-CPF, to the Council with the recommended conditions of approval.

F. Applicable Standards:

1. Kuna City Code Chapter 6 – Chapter 1-6; Subdivision Regulations,
2. Kuna City Code Title 5 – Chapter 1-17; Zoning Regulations,
3. City of Kuna Comprehensive Plan and Future Land Use Map,
4. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act.

G. Procedural Background:

The Council will hold a Public Hearing on July 17, 2018, to consider Cases No.'s 18-02-AN and 18-02-CPF, including the submitted application documents, agency comments, staffs report, application exhibits and public testimony presented at the hearing.

H. Factual Summary:

This site is located near the southwest corner (SWC) of Linder and Lake Hazel Roads. Applicant proposes to annex approximately 10.001 acres into the City of Kuna with an R-2 (Low Density Residential) zone. Applicant has submitted a combination preliminary and final plat to re-subdivide lot 5, block 1, within the Dynasty Estates Subdivision.

I. Proposed Comprehensive Plan Analysis:

The comprehensive plan is a living document, intended for use as a guide to governmental bodies. The plan is not law that must be strictly adhered to in the most stringent sense; it is to be used by public officials to assist their decision making for the City. The Kuna City Council accepts the Comprehensive Plan components as described:

Goals, Policies and Objectives from the Kuna Comprehensive Plan:

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

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

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

Economic Development Goals and Objectives - Section 5 - Summary:

Ensure an adequate supply of housing for all income levels and facilitate pedestrian connections, both visually and physically, to enhance pedestrian movement.

Comment: *The proposed application complies with the comprehensive plan by providing a mix of lot sizes to meet this goal.*

Land Use Goals and Objectives - Section 6 - Summary:

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

Comment: *The project complies with the land use plan as adopted by the City by incorporating the following; varied housing densities and types and promotes desirable, cohesive community character and a quality neighborhood.*

Public Services, Facilities and Utilities Goals and Objectives - Section 8 - Summary:

Provide adequate services, facilities, and utilities for all City residents and annex contiguous properties that request City services. Ensure that development within Kuna connects into the City's sanitary sewer and potable water systems and continue expansion of the City's sewer systems as resources allow.

Comment: *Kuna has adequate services for this development and the authority to annex the requested lands into the City. In the future when available, this applicant will expand the City's sanitary sewer system, potable water service lines in an orderly fashion.*

Housing Goals and Objectives - Section 12 - Summary:

Encourage developers to provide high-quality development with a variety of lot sizes, dwelling types, densities and price points to meet the needs of current and future population while creating safe and aesthetically-pleasing neighborhoods. Ensure housing is available throughout the community for all income levels and those with special needs. Encourage logical and orderly residential development while discouraging developers from developing land divisions greater than one half acre because large lot subdivisions increase municipal costs, require public subsidy and create sprawl.

Comment: *Applicant has proposed two single-family lots which will contribute to high-quality lots of varied sizes to be developed in a logical and orderly manner. The development will maintain a pleasant neighborhood environment.*

J. Proposed Councils' Conclusions of Law:

Based on the evidence contained in Case No's 18-02-AN and 18-02-CPF, the Kuna City Council finds Case No's 18-02-AN and 18-02-CPF **do/ do not** comply with Kuna City Code, the goals of the Kuna Comprehensive Plan, as proposed or conditioned.

1. This request **appears/doesn't** appear to be consistent **and/or** in compliance with Kuna City Code (KCC).
Comment: *The proposed project meets the land use and area standards in Chapter 3, Title 5 of KCC. Staff also finds that the proposed project meets all applicable requirements of Title 6 of KCC.*
2. The site **is/is not** physically suitable for a subdivision.
Comment: *The 10.00 acre subdivision is large enough to include a mix of lot sizes.*
3. The annexation and subdivision uses **are/are not** likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

Comment: *The land to be annexed is not used as wildlife habitat. Staff is not aware of any environmental damage or loss of habitat associated with the proposed development.*

4. The annexation and subdivision application **is/is not** likely to cause adverse public health problems.

Comment: *The annexation of the property requires a zoning designation per Kuna Code 5-13-9. The low density zone requires connection (at time of availability) to public sewer and water, therefore eliminating the occurrence of adverse public health problems. Through correspondence with public service providers and application evaluation, this project appears to avoid detriment to surrounding uses.*

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

Comment: *The annexation, and design of the subdivision did consider the location of the property adjacent to classified roadways (Lake Hazel, Linder & Columbia Road) and the system. The subject property cannot be connected to the City's public sewer, water and pressure irrigation facilities at this time due to unreasonable constraints. The adjacent uses are complimentary uses (City and County) as proposed in the Kuna Comprehensive Plan Future Land Use Map.*

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

Comment: *Correspondence from ACHD and Kuna Public Works confirms that the proposed private drive and utility services are suitable and adequate for this project. ACHD confirms that the existing streets adjacent to the re-subdivision are adequate for the proposed development.*

K. Proposed Findings of Fact:

Based upon the record in Case No's 18-02-AN and 18-02-CPF, including the Comprehensive Plan, Kuna City Code, Staff's report, including the exhibits, and the testimony elicited during the public hearing, the Council hereby **approves/conditionally approves/denies** Case No's 18-02-AN and 18-02-CPF, a request for annexation and combination preliminary and final plat to Council as follows:

*The Council concludes that the Application **does/does not** comply with the City of Kuna's Zoning regulations (Title 5) of KCC and/or the Subdivision regulations outlined in title 6 of KCC and/or the Landscape Code in title 5.*

1. In making a decision regarding the Subdivision application, the Council is to consider Idaho Code §67-6535 (2), which states the following:

The approval or denial of any application required or authorized pursuant to this chapter shall be in writing and accompanied by a reasoned statement that explains the criteria and standards considered relevant, states the relevant contested facts relied upon, and explains the rationale for the decision based on the applicable provisions of the comprehensive plan, relevant ordinance and statutory provisions, pertinent constitutional principles and factual information contained in the record.

In addition, Idaho Code §67-6535(2) (a), provides that:

Failure to identify the nature of compliance or noncompliance with express approval standards or failure to explain compliance or noncompliance with relevant decision criteria shall be grounds for invalidation of an approved permit or site-specific authorization, or denial of same, on appeal.

2. The Council has the authority to **approve/deny** Case No's 18-02-AN and 18-02-CPF. The Council voted to **approve/deny** Case No's 18-02-AN and 18-02-CPF.

3. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances to hold a public hearing on July 17, 2018, with the City Council.

L. Commissions' Recommendation:

On June 12, 2018, the Commission voted 4-0 to recommend for Case No's 18-02-AN and 18-02-CPF. Based on the facts outlined in staff's report and public testimony during the public hearing the Planning and Zoning Commission of Kuna, Idaho, hereby recommends *approval* for Case No's 18-02-AN and 18-02-CPF; annexation and a combo plat *with* the following conditions of approval:

- *Applicant shall follow the conditions as stated in the staff report,*
- *Modify condition No. 8 to require staff and the applicant to enter into memorandum of understanding with respect to connection to sewer and domestic water when it becomes available,*
- *Applicant shall create a cross-access agreement between the two lots and applicant shall develop a permanent care maintenance agreement for the private lane, recorded with the County recorder.*

M. Proposed Order of Decision by the Council:

Note: 18-02-AN (Annexation) and 18-02-CPF (Combo Plat): *The proposed motion is to **approve, conditionally approve, or deny** these requests. If the Council wishes to approve or deny specific parts of the requests as detailed in this report, those changes must be specified.* Based on the facts outlined in staff's report and public testimony during the public hearing, the City Council of Kuna, Idaho, hereby (**approves / conditionally approves / denies**) Case No's 18-02-AN and 18-02-CPF; annexation and a combo plat (**with or without**) the following conditions of approval:

1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
 - a. The City Engineer shall approve the sewer hook-ups.
 - b. The City Engineer shall approve the drainage and grading plans. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties". No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
 - c. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District is required.
 - d. The *Boise Project and Board of Control* shall approval any modifications to the existing irrigation system.
 - e. Approval from Ada County Highway District shall be obtained and Impact Fees must be paid prior to issuance of any building permit.

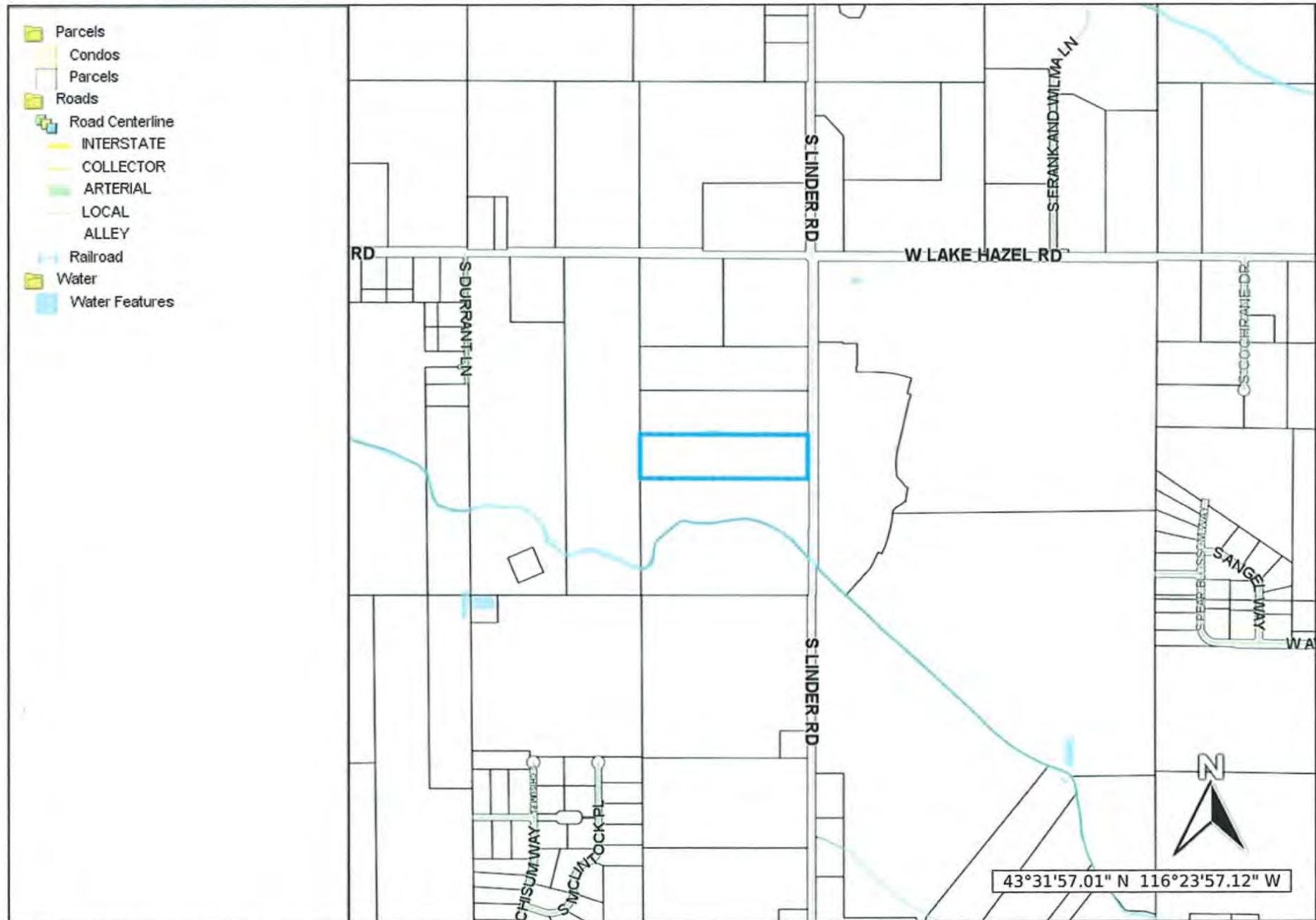
All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District, and Idaho Transportation Department. No public street construction may be commenced without the approval and permit from Ada County Highway District and Idaho Transportation Department.
2. Installation of utility service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see KCC 6-4-2-W.
3. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
4. Submit a petition to the City (if necessary and confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and requesting to annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation system of the City (KMID) prior to requesting final plat signature from the City Engineer.

5. The land owner/applicant/developer and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the Commission and/or Council, or seek amending them through public hearing processes.
6. The applicant's proposed preliminary plat (dated 04/11/18) and final plat (dated 04/11/18) shall be considered binding site plans, or as modified and approved through the public hearing process.
7. In the event gravity sewer becomes available in Linder Road, the existing home on proposed lot 1 shall connect to Kuna City services at time of failure, or at the property owner's choice, ahead of a failure of sewer or domestic water, at lot owner's expense, in accordance with Kuna City Code.
8. Proposed Lot 2, at time of home construction, shall install dry lines for sewer and domestic water from house to the western edge of the lot, in anticipation for future connections in the event that if/when a critical system fails and there is a developed subdivision west of this site, or services become available, proposed lot 2 will connect to Kuna's public services at lot owners expense, in accordance with Kuna City Code.
9. Applicant shall demonstrate permanent access, maintenance and care for the private lane and the responsibilities of each proposed lot through language in an agreement.
10. Applicant shall follow staff, city engineer and other agency recommended requirements as applicable.
11. Compliance with all local, state and federal laws is required.

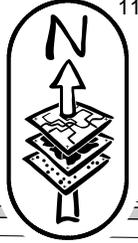
DATED: This ____ day of July, 2018.



landproDATA PDF

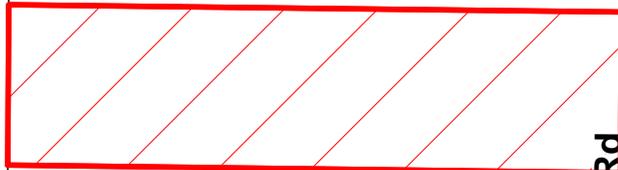


VICINITY MAP



W Lake Hazel Rd

S Linder Rd



Legend

-  Johnson Annex
-  PARCEL LINES
-  RAILROAD
-  ROADS

TB



Subject Site



February 20, 2018

Mr. Troy Behunin
Planning & Zoning Department
City of Kuna
751 West 4th Street
Kuna, ID 83634

RE: 6801 S Linder Road – Meridian, ID
Dynasty Estates Subdivision, Lot 5, 10.001 acres
Annexation and Re-plat Review Applications

Dear Mr. Behunin:

As owners of record, we would like to submit the attached applications and required supplements for annexation, re-platting plan for the above mentioned property.

Our property is 10.001 acres as parcel number R2004170050. Of the 10.001 acres, 7.851 is used for growing grass hay. The remaining parcel is residential.

Annexation

Our property will be contiguous to Kuna City limits on the west and east boundaries. We are requesting annexation of our property. The purpose of annexation is to allow us to apply for re-platting at the same time.

Re-plat, Preliminary Plat

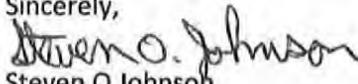
The attached preliminary plat proposes re-platting the 10.001 acreage into two pieces, one being 7.501 acres and the other 2.5 acres. The existing home, an in-laws home, shop, horse barn and RV storage would remain as is on the 7.501 acres. The 2.5 acre split would be on the back area of the 10.001 acres.

The existing road into the property would be used by both property owners as well as jointly maintained. No other landscaping is required on the front property as it is landscaped currently and irrigation piping across the front of the property.

Kuna City does not have public services available at this time and may not for some time. We would request, if the re-plat is approved for the 2.5 acres, to install septic and well for the new property. It is our desire to remain in this area, downsize from our current home, and build a more suitable home and shop as we near retirement.

We would greatly appreciate your consideration for annexation and re-platting of our property.

Sincerely,


Steven O Johnson
Property Owner

received
4.16.18

DYNASTY ESTATES SUBDIVISION

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS, THAT ANTHONY J. MOREDA IS THE OWNER OF THE PROPERTY HERINAFTER DESCRIBED:

A Parcel of land located in the NE 1/4 of Section 2, T.2N., R.1W., B.M., Ada County, Idaho, Being more particularly described as follows:
Commencing at the North 1/4 corner of said section 2, said corner being marked by an aluminum cap;
thence, S 89°51'00" E 1326.74 feet to the East 1/16 corner of said Section 2, marked by a 5/8 inch iron pin with 2 inch aluminum cap;
thence, S 0°21'46" E 30.00 feet to a 2 inch pipe marking the initial point of "Dynasty Estates Subdivision", said point being THE POINT OF BEGINNING;
thence, S 89°51'00" E 1276.62 feet along the southerly sideline of West Lake Hazel Road to a 5/8 inch iron pin;
thence, S 44°58'32" E 28.35 feet;
thence, S 0°06'03" E 1665.71 feet along the westerly sideline of South Linder Road to a 5/8 inch iron pin;
thence, S 89°58'30" W 1288.88 feet to a 5/8 inch iron pin;
thence, N 00°21'46" W 1689.70 feet to the POINT OF BEGINNING.

Said Parcel contains 50.08 acres of land more or less.

IT IS THE INTENTION OF ANTHONY J. MOREDA AND HE DOES HEREBY INCLUDE SAID LAND IN THIS PLAT; THAT HE DOES BY THESE PRESENTS DEDICATE TO THE PUBLIC FOREVER ALL STREETS AS SHOWN ON THIS PLAT THAT ARE DESIGNATED AS PUBLIC STREETS; THE EASEMENTS INDICATED ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC BUT THE RIGHT TO USE SAID EASEMENTS IS HEREBY PERPETUALLY RESERVED FOR PUBLIC UTILITIES AND FOR SUCH OTHER USES AS DESIGNATED HEREON AND NO PERMANENT STRUCTURES OTHER THAN FOR SUCH UTILITY OR IRRIGATION PURPOSE SHALL BE ERECTED WITHIN THE LINES OF SAID EASEMENTS. THE INDIVIDUAL LOTS DESCRIBED IN THIS PLAT WILL NOT BE SERVED BY ANY WATER SYSTEM COMMON TO ONE OR MORE OF THE LOTS, BUT WILL BE SERVED BY INDIVIDUAL WELLS.

BY Anthony J. Moreda
ANTHONY J. MOREDA

ACKNOWLEDGMENT

STATE OF IDAHO } s.s.
COUNTY OF ADA }

ON THIS 26 DAY OF MAY, 1994, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED ANTHONY J. MOREDA, KNOWN TO ME TO BE THE PERSON WHOSE NAME IS SUBSCRIBED TO THE FOREGOING "CERTIFICATE OF OWNER" AND THAT HE ACKNOWLEDGED TO ME THAT HE DID EXECUTE THE SAME.

Jon Carter
NOTARY PUBLIC FOR THE STATE OF IDAHO
RESIDING AT MERIDIAN, IDAHO
MY COMMISSION EXPIRES 01 APR 98



CERTIFICATE OF SURVEYOR

I, JOHN S. AUSTIN DO HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS PLAT OF "DYNASTY ESTATES SUBDIVISION", AS DESCRIBED IN THE "CERTIFICATE OF OWNER" HEREON WAS DRAWN FROM NOTES TAKEN DURING AN ACTUAL SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND THAT THE POINTS PLATTED HEREON ARE ACCURATE AND THAT THE PLAT IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

JOHN S. AUSTIN
IDAHO NO. 5081



CERTIFICATE OF THE COUNTY COMMISSIONERS

ACCEPTED AND APPROVED THIS 7th DAY OF July, 1994, BY THE BOARD OF COUNTY COMMISSIONERS, ADA COUNTY, IDAHO.

Vernon L. Bistefeldt

ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ACCEPTANCE

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 18th DAY OF MAY, 1994

John E. Priestler
ADA COUNTY HIGHWAY DISTRICT

APPROVAL OF THE COUNTY SURVEYOR

I, JOHN E. PRIESTER, REGISTERED LAND SURVEYOR FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

ADA COUNTY SURVEYOR



APPROVAL OF CENTRAL DISTRICT HEALTH DEPARTMENT

SANITARY RESTRICTIONS OF THIS PLAT ARE HEREBY REMOVED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL.

Thomas E. Jensen 5/25/94
APPROVAL

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

DATE July 7, 1994

Robert B. ...
COUNTY TREASURER

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO } s.s.
COUNTY OF IDAHO }

94064438

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF ANTHONY J. MOREDA, AT 08 MINUTES PAST 4 O'CLOCK P.M. ON THIS 7th DAY OF July, 1994 Book 65 PAGES 6698-6699

Frank Hooper
DEPUTY //00

J. David Navarro
EX OFFICIO RECORDER



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

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)	18-02-AN 18-02-CPF
Project name	DYNASTY ESTATES NO.2
Date Received	4.16.18
Date Accepted/ Complete	5.1.18
Cross Reference Files	-
Commission Hearing Date	6.12.18
City Council Hearing Date	

Contact/Applicant Information

Owners of Record: <u>Steven O & Deborah Johnson</u>	Phone Number: <u>208-866-2369</u>
Address: <u>6801 S Linder Road</u>	E-Mail: <u>debannjohnson@gmail.com</u>
City, State, Zip: <u>Meridian, ID 83642</u>	Fax #: _____
Applicant (Developer): <u>Steven O & Deborah Johnson</u>	Phone Number: <u>208-866-2369</u>
Address: <u>6801 S Linder Road</u>	E-Mail: <u>debannjohnson@gmail.com</u>
City, State, Zip: <u>Meridian, ID 83642</u>	Fax #: _____
Engineer/Representative: <u>EAGLE LAND SURVEYING</u>	Phone Number: <u>208-861-7513</u>
Address: <u>106 W Main St, Unit D</u>	E-Mail: <u>pls12220@yahoo.com</u>
City, State, Zip: <u>Middleton, ID 83644</u>	Fax #: <u>866-337-4925</u>

Subject Property Information

Site Address: <u>6801 S Linder Road, Meridian, ID 83642</u>	
Site Location (Cross Streets): <u>Lake Hazel & Linder Road</u>	
Parcel Number (s): <u>R2004170050</u>	
Section, Township, Range: <u>2N1W02 S2 T2N R1W</u>	
Property size: <u>10.001 acres</u>	
Current land use: <u>RR Residential/AG</u>	Proposed land use: <u>RR Residential/AG</u>
Current zoning district: <u>Ada County RR</u>	Proposed zoning district: <u>RR Kuna City</u>

received
4.16.2018

Exhibit
A2a

Project Description

Project / subdivision name: Dynasty Estate Sub No 2

General description of proposed project / request: Annex and re-plat 10.001 acres into two pieces
lot split (minor plat) in annexation request.

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 Residential & out buildings

Please describe the existing buildings: Main Home, Small Cottage, Shop, RV Garage, Horsebarn

Any existing buildings to remain? Yes No

Number of residential units: 2 3 Number of building lots: 2

Number of common and/or other lots: 0

Type of dwellings proposed:

Single-Family _____

Townhouses _____

Duplexes _____

Multi-Family _____

Other _____

Minimum Square footage of structure (s): Existing homes 2100 s/f & 875 s/f

Gross density (DU/acre-total property): 2/10 Net density (DU/acre-excluding roads): 2/10

Percentage of open space provided: 0 Acreage of open space: 0

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

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:

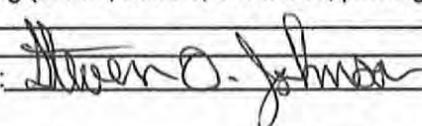
a. Handicapped spaces: _____ Dimensions: _____

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: 4/16/18



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

Paul A. Stevens, P.E.
Kuna City Engineer
208-287-1727

ANNEXATION MEMORANDUM

Date: 7 June 2018
From: Paul A. Stevens, P.E.
To: Wendy Howell, Planning and Zoning Director
RE: Dynasty Subdivision No. 2

The City Engineer has reviewed the Dynasty Subdivision No. 2 annexation and Combined Preliminary & Final Plat request dated 16 April 2018. It is noted that while the application outlines the applicant's general development intent, specific development plans are not provided except those implied as allowed or permitted in an "R-2" zone. The applicant requests the continued use of well and septic tank disposal on the existing lot and a new well and septic disposal system for the newly created lot.

Recommendation: proceed with this annexation consistent with the enclosed comments but to keep in mind that these comments may be expanded or refined in connection with the future land-use actions. The following comments apply:

1. Sanitary Sewer & Potable Water

- a) The applicant's property to be annexed is presently used for residential and agricultural purposes, is not connected to City services and would be subject to connection fees for the demand of the ultimate connected sewer load and water demand as provided in the City's Standard Tables. City Code (6-4-2) requires connection to the City sewer system for all sanitary sewer needs. City Code (6-4-2X) requires connection to City water services.
- b) City code 5-16-3: B.2 states that applicant shall extend public sewer and water to each parcel when water and sewer are available within three hundred (300) feet of the parcels.
- c) 5-16-3: B.2.a & (1) allow that if the owner does not connect, at the time of the lot split, the owner will enter into a memorandum of understanding (MOU) with the City of Kuna that connection will be made when the water and sewer utilities become available.
- d) In this case, the water and sewer utilities are available in Spring Hill Subdivision on the east side of Linder Road about 900 -1200 feet from the site.
- e) Recommendation: develop a MOU that requires connection to and participation in the construction of water, sewer, and pressurized irrigation when it becomes available in accordance with City Code.

2. Pressure Irrigation

- a) The property's irrigation needs are presently served by local canals from surface water rights. The applicant's property is not connected to the City pressure irrigation system. Relying on drinking water for irrigation purposes is contrary to City Code (6-4-2). However, the pressurized irrigation also is extended to Spring Hill Subdivision which lies between 900 and 1200 feet away from the existing and proposed lot.
- b) The development is subject to connection fees based on number of dwellings and lot size for the residential area and based on ultimate landscaped area and lot size for the commercial area and common lots, as provided in City Resolutions.
- c) It is recommended this project be conditioned to require connection and annexation to the City Pressure Irrigation system when pressure irrigation becomes available (within 300 feet) to the subdivision. It is further recommended that annexation into the municipal irrigation district and pooling of water rights is a requirement at the time of final platting.
- d) For any connected load, it is recommended this application be conditioned to conform to the Pressure Irrigation Master Plan.

3. Grading and Storm Drainage

The following is not required for annexation but will be required when alteration of surface features is proposed (such as grading or paving) in connection with future land use applications:

- a) Please provide a grading and drainage plan which supports and maintains all upstream drainage rights and all downstream irrigation delivery rights as they presently exist for this property.
- b) Runoff from public right-of-way is regulated by ACHD
- c) Exclusive of public right-of-way, any increase in quantity or rate of runoff or decrease in quality of runoff compared to historical conditions must be detained, treated and released at rates no greater than historical amounts. In the alternative, offsite disposal of storm water in excess of historical rates or conditions of disposal at locations different than provided historically, approval of the operating entity is required. The City of Kuna relies on the ACHD Stormwater Policy Manual to establish the requirements for design of any private disposal system.
- d) If impervious area is increased, please provide a storm water disposal plan acceptable to the City Engineer which accounts for the increased storm water drainage. Provide detail drawings of drainage facilities for review.

4. General

- a) With the addition of this property into the corporate limits of Kuna and its potential connection to water (and perhaps irrigation) services, this property will be placing demand not only on constructed facilities but on water rights provided by others. It is the reasonable expectation, in return, that this property transfer to the City at time of connection (development) any conveyable water rights by deed and "Change of Ownership" form from IDWR that are presently associated with the property. The domestic water right associated solely with a residence and ½ acre or less is not conveyable. The water right held in trust by an irrigation district is also not conveyable.
- b) A plan approval letter will be required if this project affects any local irrigation districts.
- c) Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties.
- d) State the vertical datum used for elevations on all drawings.
- e) Provide engineering certification on all final engineering drawings.

5. Inspection Fees

An inspection fee will be required for City inspection of the construction of any **public** water, sewer and irrigation facility associated with this development. The developer will still require a qualified responsible engineer to do sufficient inspection to justly certify to DEQ the project was completed in accordance with approved plans and specifications and to provide accurate as-built drawings to the City. The developer's engineer and the City's inspector are permitted to coordinate inspections as much as possible. The current inspection fee is \$1.00 per lineal foot of sewer, water and pressure irrigation pipe and payment is due and payable prior to City's approval of final construction plans.

6. Right-of-Way

The subject property fronts on its north side by a section line principal arterial street (Linder Road - ACHD). The following conditions are related to Linder Road:

- a) Sufficient half right-of-way on the quarter line and section line for existing and future classified streets should be provided pursuant to City, ACHD standards.
- b) It is recommended approaches onto the classified streets comply with ACHD approach policies.
- c) It is recommended that sidewalk, curb and gutter, street widening and any related storm drainage facilities, consistent with city code and policies, are provided in connection with property development.

7. As-Built Drawings

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

8. Property Description

- a) The applicant provided a preliminary plat and supporting documents as part of the application.



Sara M. Baker, President
Rebecca W. Arnold, Vice President
Jim D. Hansen, Commissioner
Kent Goldthorpe, Commissioner
Paul Woods, Commissioner

May 24, 2018

To: Steve & Deborah Johnson
6801 S. Linder Road
Meridian, ID 83642

Subject: KPP18-0006 / 18-02-CPF
6801 S. Linder Road
Dynasty Subdivision 2 – annexation & two-lot residential subdivision

The Ada County Highway District has reviewed the submitted application for the preliminary plat referenced above and has determined that there are no improvements required to the adjacent street. The proposed preliminary plat is approved without conditions.

The applicant will be required to pay all platting and review fees prior to final plat approval.

If you have any questions, please contact me at (208) 387-6335.

Sincerely,

A handwritten signature in black ink that reads 'Austin Miller'.

Austin Miller
Planner II
Development Services

cc: City of Kuna, via e-mail

Traffic Information

Condition of Area Roadways:

Traffic Count is based on Vehicles per hour (VPH)

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service
Linder Road	338-feet	Minor Arterial	276	Better than "E"

* Acceptable level of service for a two-lane minor arterial is "E" (575 VPH).

Average Daily Traffic Count (VDT):

Average daily traffic counts are based on ACHD's most current traffic counts

- The average daily traffic count for Linder Road south of Lake Hazel Road was 2,620 on October 27, 2015.

Exhibit B - 3

RICHARD DURRANT
CHAIRMAN OF THE BOARD

CLINTON PLINE
VICE CHAIRMAN OF THE BOARD

TIMOTHY M. PAGE
PROJECT MANAGER

ROBERT D. CARTER
ASSISTANT PROJECT MANAGER

APRYL GARDNER
SECRETARY-TREASURER

JERRI FLOYD
ASSISTANT SECRETARY-TREASURER

BOISE PROJECT BOARD OF CONTROL

(FORMERLY BOISE U.S. RECLAMATION PROJECT)

2465 OVERLAND ROAD
BOISE, IDAHO 83705-3155

OPERATING AGENCY FOR 167,000
ACRES FOR THE FOLLOWING
IRRIGATION DISTRICTS

NAMPA-MERIDIAN DISTRICT
BOISE-KUNA DISTRICT
WILDER DISTRICT
NEW YORK DISTRICT
BIG BEND DISTRICT

08 May 2018

RECEIVED

MAY 14 2018

CITY OF KUNA

TEL: (208) 344-1141
FAX: (208) 344-1437

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

RE: Steve & Deborah Johnson- Dynasty Estates Sub.
SW Crnr. of Linder & Lake Hazel Rds.
New York Irrigation District
Catherine Lateral 42+50 Rot.
Sec. 02, T2N, R1W, BM.

18-02-CPF

NY-386-009-00

Troy Behunin:

The Boise Project has no objection to a Combination Preliminary & Final Plat for the above-mentioned property, as there are no project facilities located there.

Local irrigation/drainage ditches that cross this property, in order to serve neighboring properties, must remain unobstructed and protected by an appropriate easement.

Developers of this property must contact the New York Irrigation District to discuss the assessment of the newly formed lots.

If you have any further questions or comments regarding this matter, please do not hesitate to contact me at (208) 344-1141.

Sincerely,



Bob Carter
Assistant Project Manager- BPBC
bdc/bc

cc: Clint McCormick Watermaster, Div; 2 BPBC
Terri Hasson Secretary – Treasurer, NYID
File



CENTRAL DISTRICT HEALTH DEPARTMENT Environmental Health Division

- Return to: ACZ, Boise, Eagle, Garden City, Kuna, Meridian, Star

Rezone # 18-02-CPF
Conditional Use #
Preliminary / Final / Short Plat

Dynasty No 2

Exhibit B - 4

- 1. We have No Objections to this Proposal.
2. We recommend Denial of this Proposal.
3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.
4. We will require more data concerning soil conditions on this Proposal before we can comment.
5. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of: high seasonal ground water, waste flow characteristics, bedrock from original grade, other
6. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.
7. This project shall be reviewed by the Idaho Department of Water Resources concerning well construction and water availability.
8. After written approval from appropriate entities are submitted, we can approve this proposal for: central sewage, community sewage system, community water well, interim sewage, central water, individual sewage, individual water
9. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality: central sewage, community sewage system, community water, sewage dry lines, central water
10. This Department would recommend deferral until high seasonal ground water can be determined if other considerations indicate approval.
11. If restroom facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.
12. We will require plans be submitted for a plan review for any: food establishment, swimming pools or spas, child care center, beverage establishment, grocery store
13. Infiltration beds for storm water disposal are considered shallow injection wells. An application and fee must be submitted to CDHD.

14. _____

Reviewed By: [Signature] Date: 5/21/98



STATE OF IDAHO
DEPARTMENT OF ENVIRONMENTAL QUALITY
BOISE REGIONAL OFFICE
1445 North Orchard Street•Boise, ID 83706-2239•(208) 373-0550

DEQ Response to Request for Environmental Comment

Date: May 23, 2018
Agency Requesting Comments: City of Kuna
Date Request Received: May 4, 2018
Applicant/Description: Dynasty Subdivision No. 2 18-02-CPF

Thank you for the opportunity to respond to your request for comment. While DEQ does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at <http://www.deq.idaho.gov/ieg/>.

The following information does not cover every aspect of this project; however, we have the following general comments to use as appropriate:

1. Air Quality

- *Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), trade waste burning (58.01.01.600-617), and odor control plans (58.01.01.776).*

The property owner, developer, and their contractor(s) must ensure that reasonable controls to prevent fugitive dust from becoming airborne are utilized during all phases of construction activities per IDAPA 58.01.01.651.

Per IDAPA 58.01.01.600-617, the open burning of any construction waste is prohibited. The property owner, developer, and their contractor(s) are responsible for ensuring no prohibited open burning occurs during construction.

For questions, contact David Luft, Air Quality Manager, at 373-0550.

2. Wastewater and Recycled Water

- *DEQ recommends verifying that there is adequate sewer to serve this project prior to approval. Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.*
- *IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.*

All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.

- *DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.*
- *DEQ recommends that cities and counties develop and use a comprehensive land use management plan, which includes the impacts of present and future wastewater management in this area. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.*

For questions, contact Todd Crutcher, Engineering Manager, at 373-0550.

3. Drinking Water

- *DEQ recommends verifying that there is adequate water to serve this project prior to approval. Please contact the water provider for a capacity statement, declining balance report, and willingness to serve this project.*
- *IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval.*

All projects for construction or modification of public drinking water systems require preconstruction approval.

- *DEQ recommends verifying if the current and/or proposed drinking water system is a regulated public drinking water system (refer to the DEQ website at <http://www.deq.idaho.gov/water-quality/drinking-water.aspx>). For non-regulated systems, DEQ recommends annual testing for total coliform bacteria, nitrate, and nitrite.*
- *If any private wells will be included in this project, we recommend that they be tested for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.*
- *DEQ recommends using an existing drinking water system whenever possible or construction of a new community drinking water system. Please contact DEQ to discuss this project and to explore options to both best serve the future residents of this development and provide for protection of ground water resources.*
- *DEQ recommends cities and counties develop and use a comprehensive land use management plan which addresses the present and future needs of this area for adequate, safe, and sustainable drinking water. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.*

For questions, contact Todd Crutcher, Engineering Manager at 373-0550.

4. Surface Water

- *A DEQ short-term activity exemption (STAE) from this office is required if the project will involve de-watering of ground water during excavation and discharge back into surface water, including a description of the water treatment from this process to prevent excessive sediment and turbidity from entering surface water.*
- *Please contact DEQ to determine whether this project will require a National Pollution Discharge Elimination System (NPDES) Permit. If this project disturbs more than one acre, a stormwater permit from EPA may be required.*

- *If this project is near a source of surface water, DEQ requests that projects incorporate construction best management practices (BMPs) to assist in the protection of Idaho's water resources. Additionally, please contact DEQ to identify BMP alternatives and to determine whether this project is in an area with Total Maximum Daily Load stormwater permit conditions.*
- *The Idaho Stream Channel Protection Act requires a permit for most stream channel alterations. Please contact the Idaho Department of Water Resources (IDWR), Western Regional Office, at 2735 Airport Way, Boise, or call 208-334-2190 for more information. Information is also available on the IDWR website at: <http://www.idwr.idaho.gov/WaterManagement/StreamsDams/Streams/AlterationPermit/AlterationPermit.htm>*
- *The Federal Clean Water Act requires a permit for filling or dredging in waters of the United States. Please contact the US Army Corps of Engineers, Boise Field Office, at 10095 Emerald Street, Boise, or call 208-345-2155 for more information regarding permits.*

For questions, contact Lance Holloway, Surface Water Manager, at 373-0550.

5. Hazardous Waste And Ground Water Contamination

- ***Hazardous Waste.*** *The types and number of requirements that must be complied with under the federal Resource Conservations and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.*
- *No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards, Rules and Regulations for Hazardous Waste, and Rules and Regulations for the Prevention of Air Pollution.*
- ***Water Quality Standards.*** *Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852).*

Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.

- ***Ground Water Contamination.*** *DEQ requests that this project comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."*

For questions, contact Albert Crawshaw, Waste & Remediation Manager, at 373-0550.

6. Additional Notes

- *If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. EPA regulates ASTs. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at 373-0550, or visit the DEQ website (<http://www.deq.idaho.gov/waste-mgmt-remediation/storage-tanks.aspx>) for assistance.*
- *If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.*

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any our technical staff at 208-373-0550.

Sincerely,



Aaron Scheff
aaron.scheff@deq.idaho.gov
Regional Administrator
Boise Regional Office
Idaho Department of Environmental Quality

ec: TRIM 2018AEK66



Your Safety • Your Mobility
Your Economic Opportunity

IDAHO TRANSPORTATION DEPARTMENT
P.O. Box 8028 • Boise, ID 83707-2028
(208) 334-8300 • itd.idaho.gov

May 11, 2018

Troy Behunin
City of Kuna, Planning and Zoning Department
P.O. Box 13
Kuna, ID 83634

VIA EMAIL

Development Application	18-02-CPF
Project Name	DYNASTY ESTATES SUBDIVISION NO 2
Project Location	Near the SWC Linder Road and Lake Hazel Road, west of SH-69 milepost 5.84
Project Description	Annexation and approval for a Combined Preliminary & Final Plat for Dynasty Estates as well as a lot split
Applicant	Steve and Deborah Johnson

The Idaho Transportation Department (ITD) reviewed the referenced combined preliminary and final application and has the following comments:

1. This project does not abut the State highway system.
 2. The City is reminded that the SH-69 corridor is already becoming congested and this project will increase the number of vehicle trips in the corridor. ITD currently has a signal listed in the Idaho Transportation Improvement Plan (ITIP) for construction at the intersection of SH-69 and Hubbard Road.
 3. Idaho Code 40-1910 does not allow advertising within the right-of-way of any State highway.
 4. IDAPA 39.03.60 rules govern advertising along the State highway system. The applicant may contact Justin Pond, Right-of-Way Section Program Manager, at (208) 334-8832 for more information.
-

Exhibit B - 6



**Your Safety • Your Mobility
Your Economic Opportunity**

IDAHO TRANSPORTATION DEPARTMENT

P.O. Box 8028 • Boise, ID 83707-2028

(208) 334-8300 • itd.idaho.gov

5. ITD does not object to the annexation and approval for combined preliminary & final plat for Dynasty Estates Subdivision and lot split as presented in the application.

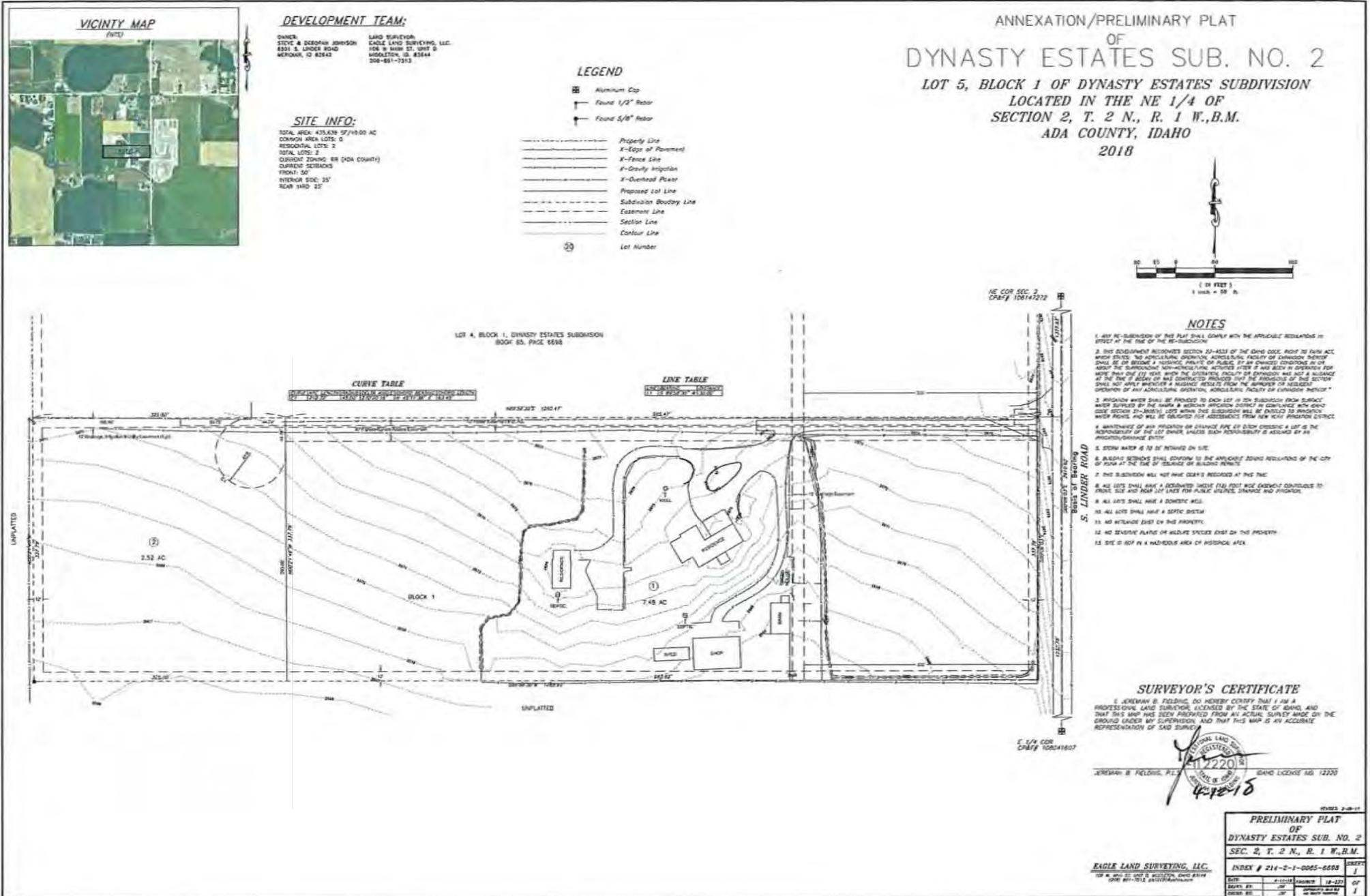
If you have any questions, you may contact Tom Haynes at (208) 334-8944 or me at (208) 332-7190.

Sincerely,

A handwritten signature in blue ink that reads "Ken Couch".

Ken Couch
Development Services Coordinator
Ken.Couch@itd.idaho.gov

Preliminary Plat



Preliminary Plat



Job No. 2018-037
4-12-18

BOUNDARY DESCRIPTION
FOR
DYNASTY ESTATES SUBDIVISION NO. 2

Overall Boundary

All of Lot 5, Block 1 of the Dynasty Estates Subdivision that is located in Section 2, Township 2 North, Range 1 West of the Boise Meridian, Ada County, Idaho described as:

Commencing at a the Northeast Corner of Section 2, Township 2 North, Range 1 West of the Boise Meridian, Ada County, Idaho and running thence $S00^{\circ}06'03''E$ 2610.62 feet along the East line of said Section; thence $S89^{\circ}58'30''W$ 30.00 feet to the Northeast corner of Lot 5, Block 1 of Dynasty Estates Subdivision (said Point being the Point of Beginning); thence $S00^{\circ}06'03''E$ 337.78 feet along the East line of said Lot to the Southeast corner of said Lot; thence $S89^{\circ}58'30''W$ 1288.92 feet along the South line of said Lot to the Southwest corner of said Lot; thence $N00^{\circ}21'46''E$ 337.79 feet along the West line of said Lot to the Northwest corner of said Lot; thence $N89^{\circ}58'30''E$ 1290.47 feet along the North line of said Lot to the Point of Beginning.

Subdivision contains 435,639 square feet or 10.00 acres.





Job No. 2018-037
4-12-18

**BOUNDARY DESCRIPTION
FOR
DYNASTY ESTATES SUBDIVISION NO. 2**

Annexation Boundary

All of Lot 5, Block 1 of the Dynasty Estates Subdivision that is located in Section 2, Township 2 North, Range 1 West of the Boise Meridian, Ada County, Idaho described as:

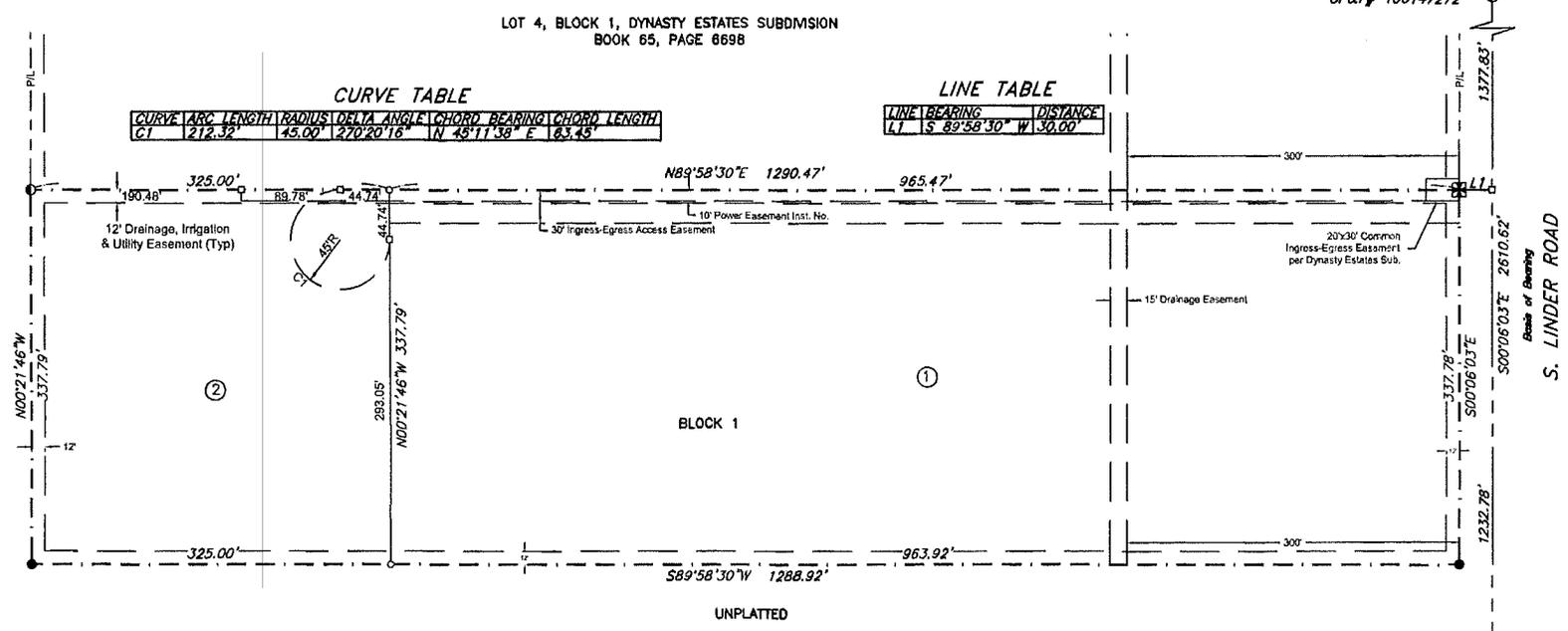
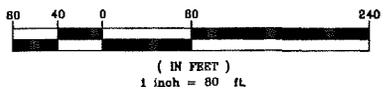
Commencing at a the Northeast Corner of Section 2, Township 2 North, Range 1 West of the Boise Meridian, Ada County, Idaho and running thence S00°06'03"E 2610.62 feet along the East line of said Section to Point being the Point of Beginning; thence S00°06'03"E 337.78 feet along the East line of said Lot to the Southeast corner of said Lot; thence S89°58'30"W 1318.92 feet along the South line of Lot 5, Block 1 of the Dynasty Estates Subdivision to the Southwest corner of said Lot; thence N00°21'46"E 337.79 feet along the West line of said Lot to the Northwest corner of said Lot; thence N89°58'30"E 1320.47 feet along the North line of said Lot to the Point of Beginning.

Annexation contains 445,772 square feet or 10.23 acres.



Proposed Final Plat

FINAL PLAT OF
DYNASTY ESTATES SUB. NO. 2
 REPLAT OF LOT 5, BLOCK 1 OF
 DYNASTY ESTATES SUBDIVISION
 SECTION 2, T. 2 N., R. 1 W., B.M.
 CITY OF KUNA, IDAHO
 2018



CURVE TABLE

CURVE	ARC LENGTH	RADIUS	DELTA ANGLE	CHORD BEARING	CHORD LENGTH
C1	212.32'	45.00'	270°20'16"	N 48°11'58" E	163.45'

LINE TABLE

LINE	BEARING	DISTANCE
L1	S 89°58'30" W	30.00'

LEGEND

- ⊠ Found 1/2" rebar. Set new 2" Aluminum cap labeled "PLS 12220"
- ⊙ Found 1/2" rebar replaced with 5/8"x30" rebar with plastic cap labeled "PLS 12220"
- Set 1/2"x24" rebar with plastic cap labeled "PLS 12220"
- Calculated Point and Nothing Set
- ⊕ Found Aluminum Cap
- Found 5/8" rebar as noted
- Ⓛ Lot Number
- PL --- Existing Property Line
- Lot Line
- Subdivision Boundary Line
- Easement Line
- Section Line



EAGLE LAND SURVEYING, LLC.
 106 W. MAIN ST. UNIT D, ARDRETON, ID 83644
 (208) 851-7513; pls12220@eas.com

SEC. 2, T. 2 N., R. 1 W., B.M.		SHEET
214-02-1-0065-669B		1
DATE:	4-11-18	PROJECT:
DRAWN BY:	JBF	18-037
CHECKED BY:	JBF	OF

Proposed Final Plat

FINAL PLAT OF DYNASTY ESTATES SUB. NO. 2

CERTIFICATE OF OWNERS

KNOW ALL PEOPLE BY THESE PRESENT: THAT WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT WE ARE THE OWNERS OF THAT REAL PROPERTY TO BE KNOWN AS "DYNASTY ESTATES SUB. NO. 2", AND THAT WE INTEND TO INCLUDE SAID REAL PROPERTY, AS DESCRIBED BELOW, IN THIS PLAT:

All of Lot 5, Block 1 of the Dynasty Estates Subdivision that is located in Section 2, Township 2 North, Range 1 West of the Boise Meridian, Ada County, Idaho described as:

Commencing at a the Northeast Corner of Section 2, Township 2 North, Range 1 West of the Boise Meridian, Ada County, Idaho and running thence S00°06'03"E 2610.62 feet along the East line of said Section; thence S89°58'30"W 30.00 feet to the Northeast corner of Lot 5, Block 1 of Dynasty Estates Subdivision (said Point being the Point of Beginning); thence S00°06'03"E 337.78 feet along the East line of said Lot to the Southeast corner of said Lot; thence S89°58'30"W 1288.92 feet along the South line of said Lot to the Southwest corner of said Lot; thence N00°21'46"E 337.79 feet along the West line of said Lot to the Northwest corner of said Lot; thence N89°58'30"E 1290.47 feet along the North line of said Lot to the Point of Beginning.

Subdivision contains 435,639 square feet or 10.00 acres.

THE EASEMENTS SHOWN ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, HOWEVER THE RIGHT TO USE SAID EASEMENTS IS HEREBY RESERVED FOR THE USES SPECIFICALLY DEPICTED ON THE PLAT, AND FOR OTHER PURPOSES DESIGNATED HEREON, AND NO PERMANENT STRUCTURES, OTHER THAN FOR SUCH USES AND PURPOSES, ARE TO BE ERRECTED WITHIN THE LINES OF SAID EASEMENTS. ALL INDIVIDUAL LOTS WITHIN THIS SUBDIVISION WILL NOT BE SERVED BY ANY WATER SYSTEM COMMON TO ONE OR MORE OF THE LOTS, BUT WILL BE SERVED BY INDIVIDUAL WELLS.

IN WITNESS WHEREOF: WE HAVE HEREUNTO SET OUR HAND:

STEVEN O. JOHNSON
HUSBAND

DEBORAH A. JOHNSON
WIFE

ACKNOWLEDGMENT

STATE OF IDAHO)
) s.s.
COUNTY OF ADA)

ON THIS _____ DAY OF _____, 2018, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED STEVEN O. JOHNSON AND DEBORAH A. JOHNSON, HUSBAND AND WIFE, KNOWN OR IDENTIFIED TO ME TO BE THE PERSONS WHOSE NAMES ARE SUBSCRIBED TO SAID INSTRUMENT AND ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

NOTARY PUBLIC _____

MY COMMISSION EXPIRES: _____
RESIDING AT _____

NOTES

1. ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
2. THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF THE IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES: "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY AN 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 PROVIDED THAT THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHENEVER A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF ANY AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF."
3. THIS SUBDIVISION FALLS WITHIN THE NEW YORK IRRIGATION DISTRICT AND ALL LOTS REMAIN SUBJECT TO THE ASSESSMENTS OF SAID DISTRICT. IRRIGATION WATER HAS BEEN PROVIDED TO EACH LOT THROUGH A GRAVITY IRRIGATION SYSTEM THAT IS OWNED AND MAINTAINED BY THE DYNASTY ESTATES HOMEOWNERS ASSOCIATION, IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(b).
4. MAINTENANCE OF ANY IRRIGATION OR DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER, UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE ENTITY.
5. ALL LOTS SHALL HAVE A DESIGNATED TWELVE (12) FOOT WIDE EASEMENT CONTIGUOUS TO FRONT, SIDE AND REAR LOT LINES FOR PUBLIC UTILITIES, DRAINAGE AND IRRIGATION.
6. THIS SUBDIVISION IS SUBJECT TO THE TERMS OF THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR DYNASTY ESTATES SUBDIVISION NO. 2, RECORDED AS INSTRUMENT NO. 2018-_____, RECORDS OF ADA COUNTY, IDAHO.
7. BUILDING SETBACKS SHALL CONFORM TO THE APPLICABLE ZONING REGULATIONS OF THE CITY OF RUMA AT THE TIME OF ISSUANCE OR BUILDING PERMITS.
8. MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF STAR APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF INDIVIDUAL BUILDING PERMITS OR AS SPECIFICALLY APPROVED AND/OR REQUIRED, OR AS SHOWN ON THIS PLAT.
9. DEVELOPMENT STANDARDS FOR RESIDENTIAL AND COMMERCIAL DEVELOPMENTS SHALL COMPLY WITH THE EFFECTIVE BUILDING AND ZONING REQUIREMENTS AT TIME OF BUILDING PERMIT ISSUANCE.
10. STORM WATER SHALL BE RETAINED ON SITE.

SURVEYOR'S CERTIFICATE

I, JEREMIAH B. FIELDING, DO HEREBY CERTIFY THAT I AM A REGISTERED PROFESSIONAL LAND SURVEYOR LICENSED IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

JEREMIAH B. FIELDING, P.L.S. IDAHO LICENSE NO. 12220

EAGLE LAND SURVEYING, LLC.

106 W MAIN ST. UNIT D, MIDWILETON, ID 83644
(208) 861-7513; pls12220@yahoo.com

SEC. 2, T. 2 N., R. 1 W., B.M.			
INDEX #	214-02-1-0085-8898	SHEET	2
DATE	4-11-18	PROJECT	18-037 OP
DRAWN BY:	JBF	CHECKED BY:	JBF
CHECKED BY:	JBF	CERTIFIED BY:	PLS SEE ALL SHEET NUMBER
			3

Deb Johnson

From: Sub Name Mail <subnamemail@adaweb.net>
Sent: Friday, March 16, 2018 3:06 PM
To: Deb Johnson
Cc: Jeremy Fielding (pls12220@yahoo.com); Jason Boal
Subject: Dynasty Estates Sub No 2 Name Reservation

March 16, 2018

Jeremy Fielding, Eagle Land Surveying
 Deborah Johnson

RE: Subdivision Name Reservation: **DYNASTY ESTATES SUBDIVISION NO 2**

At your request, I will reserve the name **Dynasty Estates Subdivision No 2** for your project. I can honor this reservation only as long as your project is in the approval process. Final approval can only take place when the final plat is recorded.

This reservation is available for the project as long as it is in the approval process unless the project is terminated by the client, the jurisdiction or the conditions of approval have not been met, in which case the name can be re-used by someone else.

Sincerely,



Jerry L. Hastings, PLS 5359
County Surveyor
Deputy Clerk Recorder
 Ada County Development Services
 200 W. Front St., Boise, ID 83702
 (208) 287-7912 *office*
 (208) 287-7909 *fax*

From: Deb Johnson [<mailto:debannjohnson@gmail.com>]
Sent: Thursday, March 15, 2018 3:50 PM
To: Sub Name Mail
Subject: Subdivision Name Reservation

Glen,

Thank you for that explanation. We would like Dynasty Estates Subdivision No.2.

Deborah

From: Sub Name Mail [<mailto:subnamemail@adaweb.net>]
Sent: Thursday, March 15, 2018 3:48 PM
To: Deb Johnson <debannjohnson@gmail.com>
Subject: RE: Subdivision Name Reservation

Ms. Johnson;

Any primary name (not primary plat) is the first name of the subdivision.



Neighborhood Meeting Certification

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

GENERAL INFORMATION:

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

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

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

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

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

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

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

Description of proposed project: Annexation to Kuna City and Re-plat of 10 acre parcel

Date and time of neighborhood meeting: March 10, 2018, at 12:00 noon

Location of neighborhood meeting: 6801 S Linder Road (subject property)

SITE INFORMATION:

Location: Quarter: NE 1/4 Section: 2 Township: 2N Range: 1W Total Acres: 10.001

Subdivision Name: Dynasty Estates Subdivision

Lot: 5 Block: 1

Site Address: 6801 S Linder Road, Meridian, ID

Tax Parcel Number(s): R2004170050
NE 1/4 of Section 2, T2NR1W, BM, Lot 5

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

CURRENT PROPERTY OWNER:

Name: Steven O & Deborah A Johnson

Address: 6801 S Linder Road City: Meridian State: ID Zip: 83642

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

Name: Steven O Johnson Business (if applicable): _____

Address: 6801 S Linder Road City: Meridian State: ID Zip: 83642

PROPOSED USE:

Application Type

Brief Description

- Annexation
- Re-zone
- Subdivision (Sketch Plat and/or Prelim. Plat)
- Special Use
- Variance
- Expansion of Extension of a Nonconforming Use
- Zoning Ordinance Map Amendment

Annex into Kuna City

Re-plat 10.001 acres into two pieces

APPLICANT:

Name: Steven O & Deborah A Johnson

Address: 6801 S Linder Road

City: Meridian State: ID Zip: 83642

Telephone: 208-866-2369 Fax: _____

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with Section 8-7A-3 of the Kuna City Code.

Steven O. Johnson

Signature: (Applicant)

Date 4/16/2018

PRIMOWNER	SECOWNER	ADDCONCAT	STATCONCAT
586844 S1302142014	586845 S1302142014		BOISE, ID 83704-0000
DB DEVELOPMENT LLC		2228 W PIAZZA ST	MERIDIAN, ID 83646-0000
FEIST RANDALL D	FEIST SHERRIE I	7165 S LINDER RD	MERIDIAN, ID 83642-0000
JOHNSON STEVEN O &	JOHNSON DEBORAH A	6801 S LINDER RD	MERIDIAN, ID 83642-0000
LAWLER HELEN	TIMOTHY LINDELL	6799 S LINDER RD	MERIDIAN, ID 83642-0000
PETERSON CHARLES L	PETERSON DANA L	6655 S LINDER RD	MERIDIAN, ID 83642-0000
VANLITH JOEL	VANLITH MICHELLE G	18641 CHICKEN DINNER RD	CALDWELL, ID 83607-0000
TUCKER JOHN	TUCKER CHERI	6991 S LINDER RD	MERIDIAN, ID 83642

Neighborhood Meeting Letter sent to all individuals listed above.

Meeting held March 10th, 2018 @ 12:00 noon

Discussed our purpose to annex into Kuna City and our goal to split our property.

There were no objections.

Meeting took approximately 30 min.

Steve spoke to Michelle VanLith on March 6, 2018 as the VanLith's were going to be out of town.

Michelle stated she and her husband had no objection to our plans.

SIGN IN SHEET

PROJECT NAME: Annexation and Re-plat, 6801 S Linder Road

Date: 3/10/2018

	<u>Name</u>	<u>Address</u>	<u>Zip</u>	<u>Phone</u>
1	Lindell Timothy	6799 S Linder	83642	208-914-0504
2	HELEN LAWLER	6799 S LINDER	83642	208-914-4200
3	John Tucker	6991 S. LINDER	83642	208-921-0508
4	Cherri Tucker	6991 S Linder Rd	83642	208-484-0538
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March 8, 2018

Joel & Michelle VanLith
18641 Chicken Dinner Road
Caldwell, ID 83607

RE: Neighborhood meeting March 10th

Michelle,

Thank you for your letter and our telephone discussion on March 6, 2018 in regards to our annexation into Kuna and property split.

As I discussed with you, we are annexing with Kuna City to make it possible to split 2.5 acres off our 10 acre piece. We would like to stay in the area and have a small acreage to manage.

As you said, you will not be at the Saturday, March 10th meeting; however, I think we covered everything that we will discuss in the meeting.

If you have any other questions, please feel free to give me a call.

Thanks,



Steve Johnson
6801 S Linder Road
Meridian, ID 83642
208-866-2369

3-3-18

Dear Steven + Deborah,

We received your letter dated
Feb. 14, 2018 on Mar. 1, 2018.
We will not be in town on
Sat. Mar. 10. Could you give us
a call this week so we can
discuss what you will address
at your meeting?

208-949-9616 Michelle

208-850-5751 Joel

Thank you.

Michelle Van Lich

PROPOSED
RESTRICTIVE AND PROTECTIVE COVENANTS
OF
DYNASTY ESTATES SUBDIVISION NO. 2

WHEREAS, the undersigned, hereinafter referred to as the "Declarant," is the owner of both of the lots, parcels and property embraced in the DYNASTY ESTATES SUBDIVISION, according to the official plat thereof filed in Book _____ of Plats at Page (s) _____, as Instrument No. _____, records of Ada County, Idaho, hereinafter referred to as the "Premises"; and

WHEREAS, the Declarant desires to and does hereby place certain restrictions, limitations and regulations as to the use of said Premises on all future purchasers or assigns of an interest in any lot or parcel located within the Premises.

NOW, THEREFORE, the Declarant does hereby establish, dedicate, declare, publish and impose upon the Premises the following protective covenants which shall run with the land and be binding upon and be for the benefit and value of all persons claiming under them, their grantees, successors and assigns and shall be for the purpose of maintaining a uniform and stable value, character, architectural design, use and development of the Premises, have perpetual existence unless terminated or amended as herein provided.

1. ACCEPTANCE: By acceptance of the conveyance of any interest in any lot or parcel of the Premises, the grantees thereof and each of their heirs, executors, administrators, successors, assigns and transferees, covenant with the Declarant and their transferees that they will be bound by the restrictions, covenants, and conditions contained herein.

2. STRUCTURES:
 - A. All lots in this subdivision shall be residential lots and shall be owned and improved exclusively for residential agricultural use. No lot or any part thereof shall be used for anything other than residential agricultural purposes, except with the written permission of the Declarant. No buildings or improvements shall be erected, placed, altered or permitted to remain on any lot except improvements incident to a single family residence. Such improvements may include a private garage, necessary outbuildings, including animal housing buildings, fencing, and facilities to furnish water or other utility service. Each single family unit on all lots must contain a minimum of one thousand (1,000) square feet of living space, excluding patios, garages, porches, carports or decks. Each dwelling unit shall have a private garage with a minimum of two car stalls. No mobile home, prefabricated home, trailer, modular home or other pre-built or pre-manufactured home shall be permitted without the written consent of the Declarant.

 - B. The exterior work and finish of a structure must be completed within three hundred sixty five (365) days after construction is started so that the structure presents a completed appearance when viewed from any exterior point, and be maintained free of all weeds and rubbish.

- C. No structure of a temporary character shall be allowed on any lot unless approved by the Declarant.
 - D. No dwelling or other building shall be located on any lot nearer than fifty (50') feet from the lot line adjoining the road indicated on the plat or nearer than 10 (10') feet from any other lot line, as set forth on the official plat of the subdivision.
 - E. The buildings and grounds of each lot shall be kept in a safe and reasonable state of repair, cleanliness and neatness. Any outbuilding must be erected and maintained at least ten (10') feet from the nearest boundary line of the lot or parcel on which said outbuilding is located.
 - F. Installation of an outbuilding or structure shall first be approved by the undersigned prior to installation.
3. ENTRANCE TO PARCELS: (Linder Road, Common Drive Ways). Both parcels shall use the same ingress and egress access to Linder Road as approved by the Ada County Highway.
 4. ANTENNAE. Exterior radio antennae, television antennae, satellite dishes, other antennae, or similar devices shall be maintained and kept so as not to cause an eyesore or become a nuisance to the rest of the residents of Dynasty Estates Subdivision, Dynasty Estates Subdivision No 2, or to the general public.
 5. FENCES: All fences and walls shall not exceed six (6') feet in height and shall be of natural materials.
 6. ANIMALS: Any owner may keep and maintain a maximum number of animals equal to the number of acres contained with its lot, plus the normal 1 year offspring. If any animal is kept or maintained on a lot or parcel, the owner of said lot or parcel must construct and maintain at all times adequate fencing to keep said animal (s) on said lots. No pets, animals or poultry can be kept on any lot if they become a nuisance to other residents with Dynasty Estates Subdivision and Dynasty Estates Subdivision No 2.
 7. DRIVEWAYS: Any driveway constructed on any lot shall have a pipe thereunder at least twelve (12") inches in diameter of a permanent nature near the street line of said lot and at any point where said driveway crosses any ditch or pipe used for the conveyance of water. The owner or other person in control or possession of the driveway shall keep said pipe unobstructed and in good operating condition. All pipe installations made within a dedicated right-of-way shall be made only after plans therefor shall have been submitted to, and approval thereof granted, by the Ada County Road Supervisor with respect to adequacy of such installation for drainage purposes.
 8. DRAINAGE: Natural drainage patterns shall not be altered in a manner which will result in the diversion of additional water onto adjoining lots.

9. **BOATS, CAMPERS, OR OTHER VEHICLES:** Trailers, motor homes, boats, and all other equipment shall be maintained at all times and kept in an orderly fashion. Junk cars or other unsightly vehicles are prohibited. At no time shall any of said vehicles or equipment be parked or stored on a public right-of-way within Dynasty Estates Subdivision No 2.

10. **NUISANCES:**

A. No trash, garbage, ashes, refuse, ruins or other remains of any kind (including disabled vehicles), shall be thrown, dumped, placed, dispose of or permitted to remain on any lot, whether vacant or otherwise. The owner of any lot shall, irrespective of fault, be responsible for the prompt removal therefrom of all trash, solid waste, garbage or other waste shall only be kept, pending its prompt removal, in sanitary containers, properly screened to shield same from public view or view by any other residents in the subdivision. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a safe, clean and sanitary condition.

B. No substance exuding noxious odors shall be thrown, dumped, placed, disposed of or permitted to remain or accumulate on any lots whether above or below the surface thereof.

C. No noxious, illegal or offensive use of property shall be carried on upon any lot, nor shall anything be done thereon which may be or becomes an annoyance or nuisance to the neighborhood. No owner of any lot shall at any time conduct, or permit to be conducted, on said lot any trade or business of any description, either commercial or religious, nor shall said lot be used for any other purpose whatsoever except for the purpose of a private dwelling or residence.

D. No commercial ventures, businesses or regular large gatherings of people for such use as horse arena activities shall be permitted.

E. Any commercial business trucks, equipment, storage or anything connected with an outside business shall be confined to an enclosed structure or areas as permitted by the Declarant.

F. Parcel owners are to abide by the "Right to Farm Law" of adjoining properties.

11. **EASEMENTS:** Easements for drainage and utilities shall be within the roadways or other areas as shown on the face of the subdivision plat.

12. **WATER:** The Declarant is under no obligation to deliver domestic water and/or irrigation water or to furnish rights-of-way in connection with the delivery of domestic water to any lot in this subdivision. It is contemplated that domestic water for use in any building erected upon a building site shall be supplied by the owner of each lot and originated from a well to be drilled and excavated by grantee at his expense. Such well shall be located a minimum distance of one hundred (100') feet from the individual sewage disposal facilities and minimum of ten (10') feet from any lot line.

13. IRRIGATION WATER:

- A. Irrigation water run off shall be the responsibility of each individual parcel owner as to containment or runoff ditches as provided in the easements of the subdivision plat.
- B. Each parcel owner is responsible, on an equal share basis, for the maintenance, repair and installation of the necessary irrigation water delivery system to their parcel from the point of the irrigation district delivery irrigation gate. The delivery system within the subdivision shall be within the easements provided.

14. UTILITIES: All utility lines must be underground and comply with Idaho state codes and Ada County codes. In cases of undue hardship, the Declarant may waive part or all of this provision regarding utility lines.

15. SEWAGE DISPOSAL: No sewage disposal system of any kind shall be permitted on any lot unless it is designed, located, and constructed in accordance with the requirements and standards of the Idaho State Health Department, Kuna City, and the Ada County Health Department. The use of privies or other pit toilets is prohibited. All bathroom sinks and toilet facilities shall be located inside the dwelling house. Drainage from said septic tank or disposal unit shall be controlled so that no flagrant evidence of possible pollution of the water courses adjacent thereto will occur. The Declarant shall have no obligation to construct any sewer system or provide connection thereto.

16. ENVIRONMENT:

- A. Every attempt shall be made to preserve and protect the environment indigenous to the premises.
- B. The owner or owners of any lot shall not build, install, or otherwise allow a structure or non-solar friendly tree on that lot where it would block sunlight from solar panels or windows of any adjoining parcel.

17. RESUBDIVISION: Resubdivision of any of the lots located within the subdivision shall be prohibited, unless approved by a majority of the parcel owners in the subdivision and Ada County or Kuna regulations at said time.

18. ENFORCEMENT: If the parties hereto, or any of them, or their heirs or assigns, or persons claiming under or through them, or any other person, whether such person be the owner of any property in said tract or not shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract or any first mortgagee to prosecute any proceedings at law or in equity against the person or persons violating, or attempting to violate, any such covenant and either to prevent him or them from so doing or to recover damages for such violation. Any person bringing such an action shall be entitled upon judgement in his favor to recover from the violator reasonable attorney's fees and allowable costs.

19. DURATION: These protective and restrictive covenants shall run with the land and shall be binding upon all persons owning land in Dynasty Estates Subdivision No. 2 for a period of ten (10) years from the date these covenants are recorded, after which time said covenants shall automatically be renewed for successive periods of ten (10) years unless an instrument signed by the then owners of three-fourths (3/4) of the lots has been recorded, agreeing to change said covenants in whole or in part.

20. SEVERABILITY: Invalidation by judgement or other court order of any provision, sentence or paragraph, contained in these covenants shall not in any way affect or invalidate any other sentence or paragraph of these covenants and the remaining portion shall continue in full force or effect.

IN WITNESS WHEREOF, the Declarant, being the owner herein, have hereunto set their hands this _____ day of _____, 2018.

STATE OF IDAHO)

)

County of Ada)

On this _____ day of _____, in the year of 2018, before me, the undersigned, a Notary Public in and for the State of Idaho, personally appeared _____, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that _____ executed the same.

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

Notary Public for Idaho

Residing at

My Commission expires:



City of Kuna

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

Commission Findings of Fact & Conclusions of Law

To: Planning and Zoning Commission

Case Number(s): 18-02-AN (Annexation),
18-02-CPF (Combo PP & FP)
Dynasty Estates Sub. No. 2

Location: South West Corner (SWC) of Linder Rd. & Lake Hazel Rd. Meridian, Idaho 83642

Planner: Troy Behunin, Planner III

Hearing Date: June 12, 2018
Findings: **June 26, 2018**

Owner: **Steve & Deborah Johnson**
6801 S. Linder Road
Meridian, ID 83642
208.866.2369
debannjohnson@gmail.com

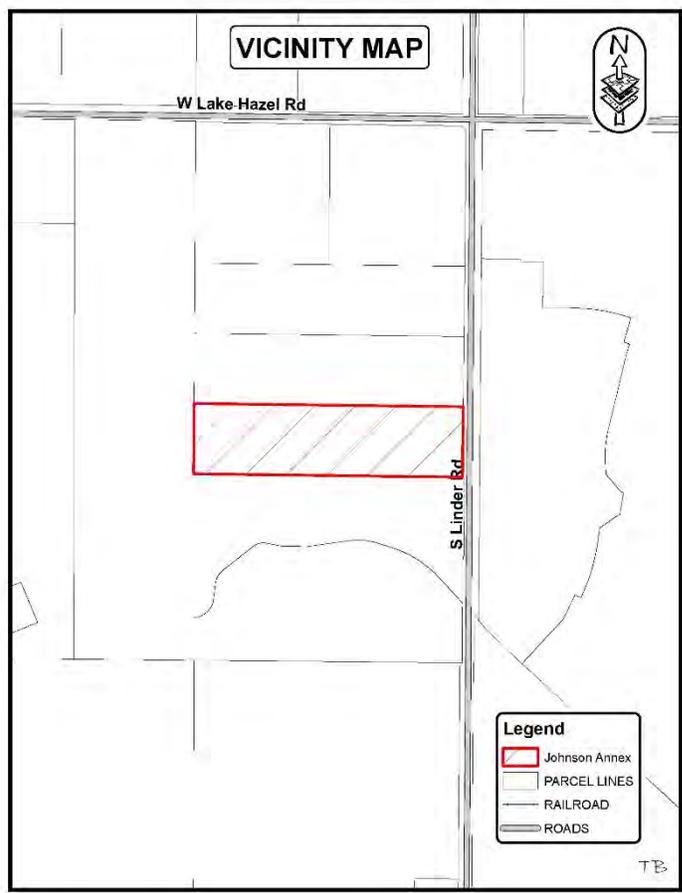


Table of Contents:

- A. Course Proceedings
- B. Applicant Request
- C. Site History
- D. General Project Facts
- E. Staff Analysis
- F. Applicable Standards
- G. Procedural Background
- H. Proposed Factual Summary
- I. Comprehensive Plan Analysis
- J. Conclusions of Law by the Commission
- K. Findings of Fact
- L. Recommendation of the Commission

A. Course of Proceedings

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states that annexation and combination plat applications are designated as *public hearings*, with the Planning and Zoning Commission as the recommending body, and City Council as the decision-making body. These land use applications were given proper public notice and have followed the requirements set forth in Idaho Code, Chapter 65, Local Land Use Planning Act (LLUPA).

a. Notifications

- i. Neighborhood Meeting March 10, 2018 (four persons attended)
- ii. Agencies May 4, 2018
- iii. 350' Property Owners June 4, 2018
- iv. Kuna, Melba Newspaper May 23, 2018
- v. Site Posted May 19, 2018

B. Applicant Request:

1. Applicant requests to annex approximately 10.00 acres into Kuna City with an R-2 (Low Density Residential), residential zone, and to subdivide the property into two single family residential lots through the combined preliminary and final plat process, and have reserved the name Dynasty Estates Subdivision No. 2 with the County. This is a request for re-subdivision of Lot 5, Block 1, of Dynasty Estates Subdivision. The site is located at the southwest corner (SWC) of Linder and Lake Hazel Roads, site address is 6801 S. Linder Road, Meridian, Idaho, In Section 2, T 2 N, R 1 W, APN #: R2004170050.
2. **Site Location Map:**



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C. History: The approximately 10.00 acre subject site is within the Ada County subdivision called Dynasty Estates, however, it is contiguous to Kuna City limits on the west and east property lines and has been a residential subdivision since 1994.

D. General Projects Facts:

1. **Comprehensive Plan Designation:** The City of Kuna's Future Land Use Map identifies the subject site as Medium Density Residential (4-8 Units per acre). Staff views this land use request to be consistent with the approved Future Land Use Map.

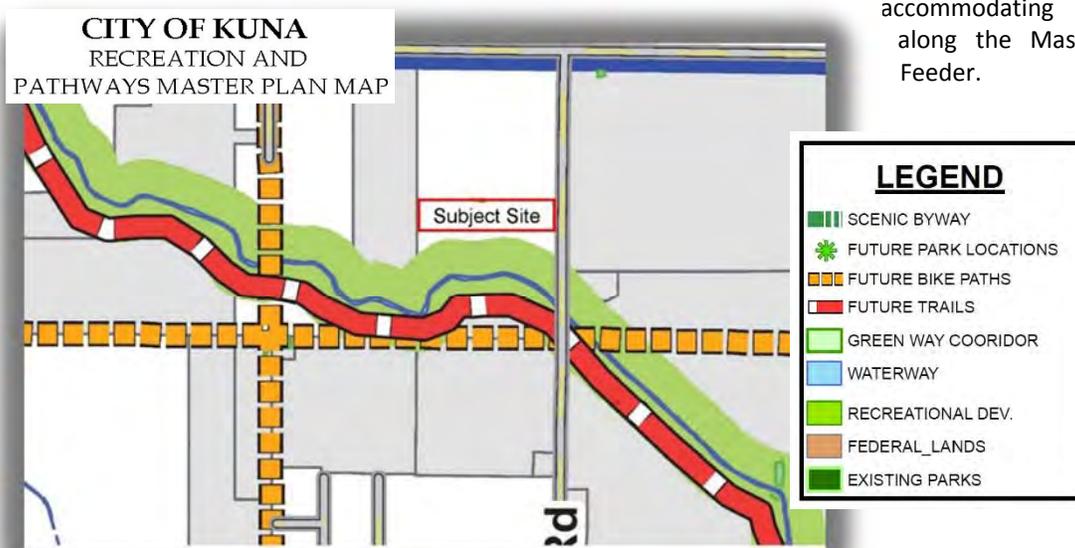
2. **Kuna Comprehensive Plan Future Land Use Map:**



The Kuna Comprehensive Plan Future Land Use Map shown above in conjunction with the map legend indicates that the subject site is designated as Medium Density Residential. The applicant’s request is under the suggested density, therefore, staff views this request to be consistent with the Future Land Use Map designation.

3. **Kuna Recreation and Pathways Master Plan Map:**

The Kuna Recreation and Master Pathways Plan map identifies a future trail in the general area, however, this lot does not have a touch to the Mason Creek Feeder. Future development (to the south – other parcels) will need to submit plans accommodating this trail along the Mason Creek Feeder.



4. **Surrounding Existing Land Uses and Zoning Designations:**

North	RR	Rural Residential – Ada County
South	RR	Rural Residential – Ada County
East	R-6	Medium Density Residential – City of Kuna
West	Ag	Agriculture – Ada County

5. **Parcel Sizes, Current Zoning, Parcel Numbers:**

- Approx. 10.001 (Approx.) acres total
- RR (Rural Residential) – Ada County
- Parcel # R2004170050 R1928150022

6. **Services:**

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

7. **Existing Structures, Vegetation and Natural Features:** Currently there is a house, a mother-in-law quarters and three outbuildings on site. This site slopes east and west near the mid-point of the site. On-site vegetation is consistent with a residential and agricultural lot.

8. **Transportation / Connectivity:** The applicant proposes access from the existing private driveway for the site, by extending the asphalt drive as far west as needed.

9. **Environmental Issues:** Staff is not aware of any environmental issues, health or safety conflicts. Idaho Department of Environmental Quality (DEQ) has provided recommendations for surface and groundwater protection practices and requirements for development of the site.

10. **Agency Responses:** The following responding agency comments are included as exhibits with this case file

- Ada County Highway District (ACHD) – Exhibit B-1
- Boise Project Board of Control – Exhibit B-2
- Central District Health Department (CDHD) – Exhibit B-3
- Department of Environmental Quality – Exhibit B-4
- Idaho Transportation Department (ITD) – Exhibit B-5

E. **Staff Analysis:**

Applicant requests approval to annex approximately 10.001 total acres (currently zoned Rural Residential (RR) in Ada County), into Kuna City limits with an R-2 (Low Density Residential) zone; and to subdivide the subject property, creating a two lot, single family subdivision, known as Dynasty Estates No. 2 Subdivision. This request includes a re-subdivision of Lot 5, Block 1 in the Dynasty Estates Subdivision. Applicant proposes to provide access to the proposed lot by extending an existing private lane that touches Linder Road, a public road.

The site is eligible for annexation, as it touches current City limits on the west and east sides of the site. The applicant seeks an R-2 (Low Density Residential) zone for the subdivision in connection with this annexation request. Applicant is also proposing the creation of two single family lots and will be known as the Dynasty Estates No. 2 Subdivision.

Staff recommends that the applicant provide a plan demonstrating permanent and continuous maintenance and care of the private lane, if provided, then staff has no concerns with the private lane.

This site is in the Nitrate Priority Area and should only be granted the ability to install a new septic system based on the criteria established in Kuna Code. It has been determined that this property does have extraordinary constraints (distance to existing and near-future facilities and a high point in the middle of the site that divides east from west), preventing connection to public services immediately and/or with reasonable costs. Staff recommends that in the future if the lands west of this site develop, that the proposed new lot connect to public services from Kuna City. Staff recommends that if gravity sewer becomes available in Linder, the existing home be conditioned to connect to Kuna City services at time of failure, or at the property owner's choice ahead of failure of either sewer or domestic well; Connection will be at the lot owner's expense in accordance with Kuna City Code. Staff anticipates that proposed lot 2 will build a home before the lands west develop. Therefore, staff recommends that the newly created lot be conditioned to run dry lines for sewer and domestic water from house to the western lot line at building permit, in anticipation of a future connection so that if/when a critical system fails and there is a developed subdivision west of this site or services become available, it will connect at lot owners expense, in accordance with Kuna City Code.

Staff has determined these applications comply with Title 5 of the Kuna City Code; Idaho Statute §50-222; and the Kuna Comprehensive Plan; and forwards Case No.'s 18-02-AN and 18-02-CPF, to the Commission with the recommended conditions of approval.

F. Applicable Standards:

1. Kuna City Code Chapter 6 – Chapter 1-6; Subdivision Regulations,
2. Kuna City Code Title 5 – Chapter 1-17; Zoning Regulations,
3. City of Kuna Comprehensive Plan and Future Land Use Map,
4. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act.

G. Procedural Background:

The Commission held a Public Hearing on June 12, 2018, to consider Cases No.'s 18-02-AN and 18-02-CPF, including the submitted application documents, agency comments, staffs report, application exhibits and public testimony presented at the hearing.

H. Factual Summary:

This site is located near the southwest corner (SWC) of Linder and Lake Hazel Roads. Applicant proposes to annex approximately 10.001 acres into the City of Kuna with an R-2 (Low Density Residential) zone. Applicant has submitted a combination preliminary and final plat to re-subdivide lot 5, block 1, within the Dynasty Estates Subdivision.

I. Comprehensive Plan Analysis:

The comprehensive plan is a living document, intended for use as a guide to governmental bodies. The plan is not law that must be strictly adhered to in the most stringent sense; it is to be used by public officials to assist their decision making for the City. The Kuna Planning and Zoning Commission accepts the Comprehensive Plan components as described:

Goals, Policies and Objectives from the Kuna Comprehensive Plan:

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

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

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

Economic Development Goals and Objectives - Section 5 - Summary:

Ensure an adequate supply of housing for all income levels and facilitate pedestrian connections, both visually and physically, to enhance pedestrian movement.

Comment: The proposed application complies with the comprehensive plan by providing a mix of lot sizes to meet this goal.

Land Use Goals and Objectives - Section 6 - Summary:

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

Comment: The project complies with the land use plan as adopted by the City by incorporating the following; varied housing densities and types and promotes desirable, cohesive community character and a quality neighborhood.

Public Services, Facilities and Utilities Goals and Objectives - Section 8 - Summary:

Provide adequate services, facilities, and utilities for all City residents and annex contiguous properties that request City services. Ensure that development within Kuna connects into the City’s sanitary sewer and potable water systems and continue expansion of the City’s sewer systems as resources allow.

Comment: Kuna has adequate services for this development and the authority to annex the requested lands into the City. In the future when available, this applicant will expand the City’s sanitary sewer system, potable water service lines in an orderly fashion.

Housing Goals and Objectives - Section 12 - Summary:

Encourage developers to provide high-quality development with a variety of lot sizes, dwelling types, densities and price points to meet the needs of current and future population while creating safe and aesthetically-pleasing neighborhoods. Ensure housing is available throughout the community for all income levels and those with special needs. Encourage logical and orderly residential development while discouraging developers from developing land divisions greater than one half acre because large lot subdivisions increase municipal costs, require public subsidy and create sprawl.

Comment: Applicant has proposed two single family lots which will contribute to high-quality lots of varied sizes to be developed in a logical and orderly manner. The development will create a pleasant neighborhood environment.

J. Commissions Conclusions of Law:

Based on the evidence contained in Case No’s 18-02-AN and 18-02-CPF, the Kuna Planning and Zoning Commission finds Case No’s 18-02-AN and 18-02-CPF do comply with Kuna City Code, the goals of the Kuna Comprehensive Plan, as proposed or conditioned.

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

Comment: The proposed project meets the land use and area standards in Chapter 3, Title 5 of KCC. Staff also finds that the proposed project meets all applicable requirements of Title 6 of KCC.

2. The site is physically suitable for a subdivision.

Comment: The 10.00 acre subdivision is large enough to include a mix of lot sizes.

3. The annexation and subdivision uses are not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

Comment: *The land to be annexed is not used as wildlife habitat. Staff is not aware of any environmental damage or loss of habitat associated with the proposed development.*

4. The annexation and subdivision application is not likely to cause adverse public health problems.

Comment: *The annexation of the property requires a zoning designation per Kuna Code 5-13-9. The low density zone requires connection (at time of availability) to public sewer and water, therefore eliminating the occurrence of adverse public health problems. Through correspondence with public service providers and application evaluation, this project appears to avoid detriment to surrounding uses.*

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

Comment: *The annexation, and design of the subdivision did consider the location of the property adjacent to classified roadways (Lake Hazel, Linder & Columbia Road) and the system. The subject property cannot be connected to the City's public sewer, water and pressure irrigation facilities at this time due to unreasonable constraints. The adjacent uses are complimentary uses (City and County) as proposed in the Kuna Comprehensive Plan Future Land Use Map.*

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

Comment: *Correspondence from ACHD and Kuna Public Works confirms that the proposed private drive and utility services are suitable and adequate for this project. ACHD confirms that the existing streets adjacent to the re-subdivision are adequate for the proposed development.*

K. Commission Findings of Fact:

Based upon the record in Case No's 18-02-AN and 18-02-CPF, including the Comprehensive Plan, Kuna City Code, Staff's report, including the exhibits, and the testimony elicited during the public hearing, the Commission hereby recommends *approval* for Case No's 18-02-AN and 18-02-CPF, a request for annexation and combination preliminary and final plat to Council as follows:

The Commission concludes that the Application complies with the City of Kuna's Zoning regulations (Title 5) of KCC and/or the Subdivision regulations outlined in title 6 of KCC and/or the Landscape Code in title 5.

1. In making a decision regarding the Subdivision application, the Council is to consider Idaho Code §67-6535 (2), which states the following:

The approval or denial of any application required or authorized pursuant to this chapter shall be in writing and accompanied by a reasoned statement that explains the criteria and standards considered relevant, states the relevant contested facts relied upon, and explains the rationale for the decision based on the applicable provisions of the comprehensive plan, relevant ordinance and statutory provisions, pertinent constitutional principles and factual information contained in the record.

In addition, Idaho Code §67-6535(2) (a), provides that:

Failure to identify the nature of compliance or noncompliance with express approval standards or failure to explain compliance or noncompliance with relevant decision criteria shall be grounds for invalidation of an approved permit or site-specific authorization, or denial of same, on appeal.

2. The Commission has the authority to *recommend* approval for Case No's 18-02-AN and 18-02-CPF. The Commission voted to recommend approval for Case No's 18-02-AN and 18-02-CPF.
3. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances to hold a public hearing on June 12, 2018, with the Commission.

L. Recommendation of the Commission:

Note: 18-02-AN (Annexation) and 18-02-CPF (Combo Plat): *The proposed motion is to recommend approval for these requests to City Council. If the Commission wishes to approve or deny specific parts of the requests as detailed in this report, those changes must be specified.* Based on the facts outlined in staff's report and public testimony during the public hearing the Planning and Zoning Commission of Kuna, Idaho, hereby recommends *approval* for Case No's 18-02-AN and 18-02-CPF; annexation and a combo plat *with* the following conditions of approval:

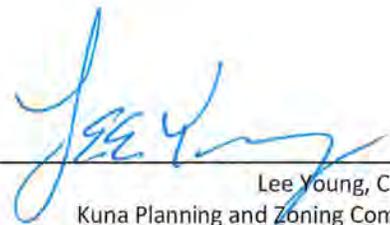
- *Applicant shall follow the conditions as stated in the staff report,*
 - *Modify condition No. 8 to require staff and the applicant to enter into memorandum of understanding with respect to connection to sewer and domestic water when it becomes available,*
 - *Applicant shall create a cross-access agreement between the two lots and applicant shall develop a permanent care maintenance agreement for the private lane, recorded with the County recorder.*
1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
 - a. The City Engineer shall approve the sewer hook-ups.
 - b. The City Engineer shall approve the drainage and grading plans. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties". No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
 - c. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District is required.
 - d. The *Boise Project and Board of Control* shall approval any modifications to the existing irrigation system.
 - e. Approval from Ada County Highway District shall be obtained and Impact Fees must be paid prior to issuance of any building permit.

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

2. Installation of utility service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see KCC 6-4-2-W.
3. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
4. Submit a petition to the City (if necessary and confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and requesting to annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation system of the City (KMID) prior to requesting final plat signature from the City Engineer.
5. The land owner/applicant/developer and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the Commission and/or Council, or seek amending them through public hearing processes.

6. The applicant's proposed preliminary plat (dated 04/11/18) and final plat (dated 04/11/18) shall be considered binding site plans, or as modified and approved through the public hearing process.
7. In the event gravity sewer becomes available in Linder Road, the existing home on proposed lot 1 shall connect to Kuna City services at time of failure, or at the property owner's choice, ahead of a failure of sewer or domestic water, at lot owner's expense, in accordance with Kuna City Code.
8. Proposed Lot 2, at time of home construction, shall install dry lines for sewer and domestic water from house to the western edge of the lot, in anticipation for future connections in the event that if/when a critical system fails and there is a developed subdivision west of this site, or services become available, proposed lot 2 will connect to Kuna's public services at lot owners expense, in accordance with Kuna City Code.
9. Applicant shall demonstrate permanent access, maintenance and care for the private lane and the responsibilities of each proposed lot through language in an agreement.
10. Applicant shall follow staff, city engineer and other agency recommended requirements as applicable.
11. Compliance with all local, state and federal laws is required.

DATED: This 26th day of June, 2018.



Lee Young, Chairman
Kuna Planning and Zoning Commission

ATTEST: 
 Troy Behunin, Planner II,
 Kuna Planning and Zoning Department

CITY OF KUNA PLANNING & ZONING COMMISSION

MEETING MINUTES Tuesday, June 12, 2018

PZ COMMISSION MEMBER	PRESENT	CITY STAFF PRESENT:	PRESENT
Chairman Lee Young	X	Wendy Howell, Planning Director	X
Commissioner Dana Hennis	X	Troy Behunin, Senior Planner	X
Commissioner Cathy Gealy	X	Jace Hellman, Planner II	X
Commissioner Stephen Damron	X	Sam Weiger, Planner I	X
Commissioner John Laraway	X		

6:00 pm – COMMISSION MEETING & PUBLIC HEARING

Chairman Young called the meeting to order at **6:00 pm**.

Call to Order and Roll Call

1. CONSENT AGENDA

- a. Meeting Minutes for June 12, 2018.

Commissioner Hennis Motions to approve the consent agenda; Commissioner Gealy Seconds, all aye and motion carried 4-0.

2. PUBLIC HEARING

- a. **18-01-AN (Annexation)** – Cortez Annexation; The applicant, Stephanie Cortez, requests approval to annex approximately 3.06 acres located at 760 S. School Avenue, Kuna, Idaho with an R-2 residential zoning designation.

Stephanie Cortez: I am the owner of this property, my address is 760 S. School Avenue, and I am applying for annexation. I eventually would like to split an acre off my property so that my dad can build a house and live closer to town. I will need city services such as water and sewer. **C/Young:** Are there any questions for the applicant at this time? **C/Gealy:** Not at this time. **Jace Hellman:** Chairman, Commissioners for the record Jace Hellman Planner II City of Kuna 751 W 4th St. The application before you tonight is for the annexation of approximately 3.06 acres into Kuna City Limits. The site under application tonight is located at 760 S School Ave, just south of Willow Glenn subdivision. The parcel is contiguous, or has its touches, along both its Northeastern boundary. Within the County it is zoned R-1. The applicant is requesting to be annexed into the city with an R-2 (low density) Zoning Designation. The applicant has indicated that she has farm animals on site, KCC 5-3-2 does allow farm animals within an R-2 zone, however it specifically allows for five animals. Staff has determined that due to this use being allowed on her property in the county, she will be allowed to maintain her current number of farm animals as a non-conforming use once annexed into the City, subject to provisions set forth in KCC Title 5 Chapter 8. Potable Water and sanitary sewer are within 300 feet of the property, and the applicant will be required to connect at the time of current systems failure. All noticing requirements for this application's hearing tonight have been met, the property was posted, notices were mailed to property owners within 300 feet of this property and an ad ran in the Kuna Melba News. The applicant has submitted all the necessary documents required for Annexation. Staff has concluded that this annexation is in conformance with Kuna City Code and the Kuna Comprehensive Plan and Future Land Use Map. Staff is forwarding a recommendation to recommend approval. I will now stand for any questions you might have. **C/Damron:** Will the new construction be hooked up to city sewer? **Jace Hellman:** Correct, once they go through the lot split application, which will happen after the annexation is approved. **C/Damron:** Did they state where that new construction was going to be? **Jace Hellman:** Not yet, there hasn't been a lot split application. **C/Young:** Any other of questions for staff? We'll open the public testimony at 6:07. I don't see anybody signed up to testify. Is there anyone in attendance

CITY OF KUNA PLANNING & ZONING COMMISSION

MEETING MINUTES Tuesday, June 12, 2018

who would like to testify that has not had a chance to sign up? Seeing none, I will close that at 6:08. **C/Gealy:** I have no concerns.

Commissioner Hennis motions to recommend approval for Case No. 18-01-AN to the City Council with the conditions as stated in the staff report; Commissioner Gealy Seconds, all aye and motion carried 4-0.

- b. 18-02-AN (Annexation) & 18-02-CPF (Combination Pre-Plat & Final-Plat)** – Dynasty Estates Sub. No. 2; Applicant requests to annex approximately 10.001 acres into Kuna City with an R-2 (Low Density Residential), residential zone, and to subdivide the property into two single family residential lots through the combined preliminary and final plat process and have reserved the name Dynasty Estates Subdivision No. 2 with the County. This is a request for re-subdivision of Lot 5, Block 1, of Dynasty Estates Subdivision. The site is located at the southwest corner (SWC) of Linder and Lake Hazel Roads, site address is 4400 W Linder Road, Meridian, Idaho, In Section 2, T 2 N, R 1 W, APN #: R2004170050.

Steve Johnson: I live at 6801 S. Linder Rd. We are requesting to annex and split our property. We are requesting to annex approximately 10 acres into Kuna city with an R-2 zone, and to divide the property into two single-family residential lots. This requires a new subdivision, which we have acquired the new subdivision name similar to the one that exists now. There is currently a single-family dwelling, mother-in-law quarters and a shop on the property. Our intent would be to divide the 7.5 acres and a 2.5 acre partial respectively. Everything would remain the same on the front parcel. The 2.5-acre parcel to the rear of the property would be a new single-family dwelling. My wife Deb and I have lived at this address for 24 years. We've been Idaho residents for 50 years. We would like to stay in the area, and the best-case scenario for us to do this is to split our home on the back acreage. We would use the current private lane for both properties and would maintain the private lane as we have for the last 24 years. We would continue to go grass-hay on nearly six acres of the property and maintain irrigation and the watering system as we have in the past. We planted over 50 trees and provided a nice natural habitat for birds of many kinds and other animal species. We plan on continuing the same on the newly split back acreage. We really that feel that this important with the growth of the treasure valley to keep some open spaces and the farming community in Kuna as the subdivision areas keep growing and encroaching on the larger acreages in this area. We still get to enjoy horses, goats, chickens, and cows, by splitting the 10 acres, we can have a beautiful place to retire and maintain a country atmosphere in this area. Do you have any questions? **C/Hennis:** Would you use the existing private road on there or would you be extending it then to the back area? **Steve Johnson:** Actually, Mr. Hennis, the road is already there. I'm in the asphalt paving business, so I wanted access to my back acreage for cutting and such. It is a gravel road at this time. The asphalt road comes off Linder Road approximately 350 feet. That road is actually 14 feet wide paved, which is much more than the average country lane out here in this area. Although, I will want to build the existing gravel road up to the back of the property. We'll make it a little stronger for fire department use. We will just be using the existing gravel road during construction period. **C/Hennis:** Ok, I just didn't see it clearly in the satellite photos. **Steve Johnson:** Was that a good overhead shot? You probably wouldn't have a good angle with that image because of the irrigation pipe and tall grass hay in there. **Troy Behunin:** Good Evening Chairman and Commission, for the record Troy Behunin, Senior Planner, Kuna Planning and Zoning Staff, 751 W. 4th St. The application brought before you tonight, 18-02-AN (Annexation), 18-02-CPF (Combination Preliminary Final Plat). I think Steve did a good job giving you all the reasons why they want to annex into the city. I just want to let you know and the audience know that all of the noticing procedures for tonight's public hearing have been met. It ran in the newspaper, signs have been posted, and letters have been given out for 350 feet. This parcel does meet the requirements for annexation into the City of Kuna. It does touch the city limits on the west side and the east side. Just for some reference, this is two parcels north of Linder Farms, and it's actually right across the street from the Spring Hills Subdivision. Steve and Debra Johnson have wanted to come into the City of Kuna for a while now. I've been talking with Steve for over a year, and they have been able to get their application together and they got with staff to get everything that they asked for. Staff does support this, I have met with the City Engineer and the Planning and Zoning

CITY OF KUNA PLANNING & ZONING COMMISSION

MEETING MINUTES Tuesday, June 12, 2018

Director and had discussions with the Public Works Director. Even though this parcel is directly across the street from Spring Hill, which will have a regional lift station for a sewer, 2.5 acres that they would like to split off their property is actually more than 900 feet from the center of Linder Road. Additionally, the closest point of connection to them will actually be the booster station. You cannot just tap into the lift station. Complicating the situation, they also have a North-South high point on their property. We have talked to the City Engineer and his recommendation and the staff's recommendation would be at the time of the building permit. These 2.5 proposed acres would run dry lines of water to the west so that in the event a subdivision does develop west of them, there would be a point of connection and then at that time they would then connect into the sewer and water system of the city. However, right now there are no plans or discussions about the parcel to the west of them developing. As you can see, there are some extraordinary circumstances and there's just no way to put in a sewer and water system without too much expense. So, staff does support their proposal for Lot 5 Blk 1 of Dynasty subdivision. In order to create that 2.5-acre lot, they actually have to do a replat of that lot within that subdivision. That's where the final preliminary plat comes in. They do meet their requirements for a preliminary final plat. There's a few conditions that are outlined with the sewer system, and the staff would support all of those. The one thing that staff failed to put in was the cross-access so that somebody doesn't get blocked off. Staff would also like to note that at least there is an erroneous address given. On page two of the staff report, the actual site address is 6801 South Linder Road not 4400 West Linder Road. With that I will stand for any questions you might have. **C/Young:** Any questions for staff? With that I will open up the public testimony at 6:19. Is there anyone who would like to testify? Since nobody wants to testify, I will close the public testimony at 6:20. **C/Gealy:** I have a question for staff. With respect to the dryline sewer and domestic water, we don't really know when there might be development? **Troy Behunin:** We have no idea, we have no application and nobody's actually talking to us about that property. **C/Gealy:** Would it be possible that there could be development to the north or south of the property as well? Why would we ask them to do drylines to the west when we don't really know what's going to happen around them? **Troy Behunin:** The parcel to their north is actually lot four within the subdivision, and the 12 acres south of them is not actually in the subdivision. However, neither of those parcels are in the city, and they're not talking to us about developing their land into a subdivision. The parcel behind them is in the city. If the north parcel really wanted to do the same thing that they're doing, it would have to be a fairly substantial subdivision. In order for them to go north or south, it just seems more logical that it would be to the west. **C/Hennis:** How would you hook drylines and not create issues with their system? **Troy Behunin:** You just put them in place, so that when they do come in, and development does happen, you don't worry about the connections at either end. Everything in between is taken care of. **C/Hennis:** But, as you're going to be stubbing out at the right side of the property, wouldn't that create problems with the current system they would be using? How do you create a connection that doesn't divert your septic or your water into that dryline? **Troy Behunin:** You're actually not making the connection at the house, you would be bringing it closer to the house. There are some logistics that do have to be worked out, and if the commission doesn't want to make that recommendation, you don't have to. You can strike that from the recommended conditions of approval. **C/Gealy:** I would think perhaps we could go ahead and condition that when water and sewer become available and their system fails, that they would be able to connect the water and sewer but not necessarily put dry lines now. Instead, wait and see when it becomes available. **Troy Behunin:** The commission is certainly welcome to do that. The premise for requesting that or recommending that they put them in now is that there's far less impact because of the size of the property. **C/Gealy:** Why do you say that? **Troy Behunin:** Chances are they're going to landscape their yard, put in a patio, a storage shed, a gazebo, a farm field. There are a number of unknowns. **C/Hennis:** Because of the foundations, I just don't understand the connection on the interior. **Troy Behunin:** It wouldn't be connected to the house, we would have to figure out the house connection and we would have to figure out the other end. We might have to run a sewer easement down someone's property line in order to make that happen. That is the primary reason why we have easements in between lots, so we can run utilities. It's really not that big a mystery on how to fix it on the west side, we can overcome that. **C/Gealy:** Can we ask the applicant to step forward? Do you have an opinion or preference with respect to the dry lines for sewer and domestic water? **Steve Johnson:** We know approximately where we're going to build our shop and residence. The only question I have would be how long is it going to actually

CITY OF KUNA PLANNING & ZONING COMMISSION

MEETING MINUTES Tuesday, June 12, 2018

be before this happens? We don't have a problem with putting in the drylines. I know where to run them from the buildings we're going to build, but I'm not really sure where to stub them to the west. When you're looking at a 2.5-acre piece of property running north and south, this west property line would bud into potentially a development someday. It's 337 feet wide at that point. I'm not sure where would be best to do that. Also, with the fall of the land and things like that, where we'd want to put that. When you put in a water line, a dry water line, we don't have a problem with the drainage. For the sewer line, we would have a drainage grade issue not knowing where we might hook into. For grade, we would be more than happy to sign a condition that would help us know where to put this in. We don't have a problem with that. **Troy Behunin:** That's also an acceptable approach, it would be called a memorandum of understanding. We would have to do that anyway, but that could be one of the conditions in the MOU. When development comes within 300 feet, at the owner's expense. The lines are put in at that time. **C/Gealy:** I would also find that acceptable. I have one more question for staff. The error on the address in the agenda and the staff report, was it noticed properly? **Troy Behunin:** Yes, it was. It was only in the staff report and the agenda. **C/Dennis:** The idea of the drylines was a good idea, I understand the point of getting it out from under the foundation so they can run it easier and save some expense down the road. **C/Damron:** If they open up for the subdivision next to it, it gives them a design structure for the sewer system. This gives the city a record, saying that this stubs out here we need to make a connection into here. If they design it to where the sewer is on the other end of the subdivision, they have to dig. Unless they condition that to make it the responsibility of the developer to dig from there over to them. **C/Hennis:** Right, but it's not his responsibility either to make that connection to a point. It would make them aware of it. **C/Young:** I think I'm ok with a memorandum of understanding. If the applicant's fine with that.

Commissioner Gealy motions to recommend approval Case No. 18-02-AN & 18-02-CPF with the conditions as stated in the staff report and with a modification to condition No. 8 which would require staff and the applicant to enter into memorandum of understanding with respect to connection to sewer and domestic water when it becomes available, and the additional conditions that the applicant create a cross-access agreement between the two lots and that the applicant shall develop a permanent care maintenance agreement for the private lane; Commissioner Hennis Seconds, all aye and motion carried 4-0.

- c. **18-08-SUP (Special Use Permit) & 18-15-DR (Design Review)** – PI Stem Academy; On behalf of PISA Land holdings, Brett Jensen with Ensign Development (applicant), requests SUP approval in order to place a new school (PiStem Charter Academy) at the southeast corner of Hubbard and future School Avenue in Kuna. Applicant seeks to add three (3), 60' X 60' manufactured buildings (approx. 3,600 square feet/ea.) for classroom and school purposes, a parking lot, a bus drop-off and to add improvements to two roadways. A Design Review application is included with this request. The site address is 2275 W. Hubbard Rd.

Michael Wright: I represent PISA Land holdings as the developer, we are here requesting approval for a Special Use Permit and Design Review for a charter school to add three manufactured buildings for classroom purposes. I was driving over this morning to meet with Radix Construction, and Sign Pro called me asking if I can stand in for them tonight. I'm with the offsite improvement for ACHD. We are in receipt of the staff report, we agree with staff and their comments. We were made aware of a letter written by a neighbor, the Moore's. We will not access the private lane during our construction. Once we've constructed the road on our side of the property, they'll be able to use it. I'd be happy to answer any questions. **C/Young:** Any questions for the applicant? **C/Laraway:** Mr. Chairman, just to let you know, I live right across the street from this but I believe I can be objective about this and not have any problems. **Troy Behunin:** Good Evening Chairman and Commission, for the record Troy Behunin, Senior Planner, Kuna Planning and Zoning Staff, 751 W. 4th St. The application before you tonight, application 18-08-SUP & 18-15-DR, Design Review for the PI Stem Academy charter school. All the notice and procedures have been followed in order to hold tonight's meeting. Letters have been sent out to landowners within 300 feet. It ran in the newspaper and the site has been posted. Staff has been working with PI Stem people for a number of months now to bring a

**CITY OF KUNA****P.O. BOX 13****KUNA, ID 83634****www.kunacity.id.gov****Phone: (208) 577-8794****Email: bbachman@kunaid.gov**Bob Bachman, BOC 1, IBC
Public Works Director
City of Kuna**MEMORANDUM**

To: Mayor and Council

From: Bob Bachman - Public Works Director

RE: Pressurized Irrigation Main Extensions and Service Installations

Date: July 17, 2018

Mayor and Council,

This is a request for contingency funds in the amount of \$30,000 to install a Pressurized Irrigation (PI) main from an existing main near W 4th Street and N Franklin Ave up to and beyond the new Linder Duplex development, as well as the addition of several services in the Butler-Sunview Subdivision around the N Goiri Street and West Trini Street area.

Both of these projects will remove several homes from Gravity Irrigation (GI) and remove several others from using the more expensive and finite resource of potable water for irrigation purposes. Per several of our Cities Water Master Plan studies for every home we convert from potable water being used for irrigation purposes to pressurized irrigation water we can free up two (2) potable water EDUs per PI connection. With this project, we have the ability to free up 20 potable water EDUs from our network in addition to supplying PI to the Linder Duplex project that is currently under construction.

In addition to freeing up potable water EDUs, would be the added benefit of the beautification of the City. In some of the older portions of Kuna where the City has invested in running new PI lines and the residents have taken advantage of those new service lines, you will notice a great improvement in landscaping, lot care and overall home maintenance. As Public Works Director I believe it's in the best interest of the City to make these improvements where and when it is available to reduce potable water usage and to help increase the home values of our community.

The most recent finance statement I received that went through the end of June, the amount remaining in the PI Fund is \$1,478,029.00. Connection Fees for the homes intended to connect via this project are projected around \$20,000.

Please let me know if you have any questions.

Thank you,
Bob Bachman



CITY OF KUNA
P.O. BOX 13
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www.kunacity.id.gov
Phone: (208) 577-8794
Email: bbachman@kunaid.gov

Bob Bachman, BOC 1, IBC
Public Works Director
City of Kuna

MEMORANDUM

To: Mayor and Council
From: Bob Bachman - Public Works Director
RE: Water and Wastewater User Rate and Connection Fee Study
Date: July 17, 2018

Mayor and Council,

This is a request for contingency funds in the amount of \$51,700 to perform a water and wastewater user rate study for the City to develop recommended monthly user rates and connection fee charges. The purpose of this study is to ensure that the rates we are currently charging are sufficient enough to keep up with the rapid cost of construction and development. The study will be strictly between the water and sewer departments, which means the monies will be split between the two departments.

If approved, we would like to set up a committee with one or two council members involved to work with Public Works and the consultant to review the data and bring back a proposal to City Council.

This approval would also include the authorization to use Keller Associates to conduct the fee study as an extension of the Sewer Master Plan.

Please let me know if you have any questions.

Thank you,

Bob Bachman

**RESOLUTION NO. R43-2018
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE PROFESSIONAL SERVICES AGREEMENT WITH KELLER ASSOCIATES, INC. FOR A COMPREHENSIVE RATE STUDY, INCLUDING WATER AND WASTEWATER USER RATE AND CONNECTION FEES; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

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

Section 1. The PROFESSIONAL SERVICES AGREEMENT with KELLER ASSOCIATES, INC. for a water and wastewater rate study, 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 said Agreement and the City Clerk is hereby authorized to attest to said execution as so authorized and approved on behalf of the City of Kuna, Idaho.

PASSED BY THE COUNCIL of Kuna, Idaho this 17th day of July, 2018.

APPROVED BY THE MAYOR of Kuna, Idaho this 17th day of July, 2018.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement effective as of _____ ("Effective Date") between the City of Kuna, Idaho ("Owner") and Keller Associates, Inc. ("Consultant").

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows:
2018 User Rate and Connection Fee Study ("Project").

The Owner and the Consultant agree to the following Project scope, schedule, and compensation:

SCOPE: Consultant's services under this Agreement are generally identified as follows: See Attachment A.

SCHEDULE: The Agreement shall commence on the above written date. Consultant shall complete a draft letter report of findings within 60 days of the notice to proceed/signed contract from the Owner.

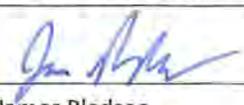
COMPENSATION:

Basic Services. As compensation for services to be performed by Consultant, the Owner will pay Consultant a lump sum fee of \$ 49,200 (Forty Nine Thousand Two Hundred dollars) for Tasks 1-9 as described in Attachment A. In addition, a contingency fund of \$2,500 is established. Consultant will receive authorization from Owner before performing work to be paid from the contingency fund.

Additional Services. Compensation for performing Additional Services will be pursuant to a mutually agreed upon Addendum to this Agreement.

In Witness Whereof, the parties hereto have executed this Agreement as of the date first above written. Owner further acknowledges that it has reviewed and accepted the attached Standard Terms and Conditions.

OWNER: City of Kuna, Idaho
Signature: _____
Name: _____
Title: _____
Address: 751 W. 4th Street
Kuna, Idaho 83634
Date: _____

CONSULTANT: Keller Associates, Inc.
Signature: 
Name: James Bledsoe
Title: Principal
Address: 131 S.W. 5th Avenue, Suite A
Meridian, ID 83642
Date: July 11, 2018

STANDARD TERMS AND CONDITIONS:

1. **CONTRACT** – This document constitutes the full and complete Agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. The Agreement may be amended only if both parties specifically agree in writing to such amendment of the Agreement.
2. **INVOICES AND PAYMENT** – Owner will make payment within 30 calendar days of the invoice date. Consultant shall keep accurate records of expenses. If Owner contests an invoice, Owner shall advise the Consultant within 15 days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

Interest. If payment is not received by the Consultant within 30 calendar days of the invoice date, Owner shall pay interest at a rate of 1½% per month (or the maximum allowable by law, whichever is lower) of the past due amount. Payments will be credited first to interest and then to principal.

Suspension. If the Owner fails to make payments when due, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Owner. Owner agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension.
3. **DOCUMENTS** – All documents prepared or furnished by Consultant are instruments of service, and Consultant retains ownership and property interest (including the copyright and the right of reuse) in such documents. Owner shall have a limited license to use the documents in and for the Project subject to full payment for all services relating to preparation of the documents. The Owner agrees to obtain prior written agreement for any reuse or modifications of the instruments of service, and understands that any unauthorized use of the instruments of service shall be at the Owner's sole risk and without liability to the Consultant.
4. **STANDARD OF CARE** – The standard of care for all professional engineering and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. Consultant shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
5. **CHANGES OR DELAYS** – The proposed scope of services, compensation, schedule, and allocation of risks reflect Consultant's understanding of the Project at the date of this Agreement. Costs and schedule commitments shall be subject to renegotiation for changed conditions, unreasonable delays caused by the Owner's failure, independent government agencies, acts of God, or causes beyond the reasonable control of Consultant. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment shall be made.
6. **TERMINATION** – The Owner and Consultant may terminate this Agreement in whole or in part at any time by giving 30 days written notice thereof. The Owner shall promptly pay Consultant for all services rendered to the effective date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on the Owner's behalf.
7. **SUSPENSION OF SERVICES** – If the Owner suspends services of the Consultant for any reason for more than thirty days, the Consultant shall be reimbursed for expenses incurred due to suspension of services, including costs associated with rescheduling or reassigning personnel, and commitments made to others on Owner's behalf.
8. **INDEMNITY**– Owner and Consultant each agree to indemnify and hold the other (including their respective officers, directors, employees, agents, owners, shareholders, members, partners, sub-consultants, subcontractors, and representatives) harmless from and against liability for all claims, losses, damages and expenses, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Owner and Consultant, they shall be borne by each party in proportion to its negligence. Neither the Owner nor Consultant shall be liable for incidental, indirect or consequential damages.
9. **OPINIONS OF COST** – Consultant's opinions of probable cost represent Consultant's judgment as an experienced and qualified design professional. Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Owner's and other contractor's methods of determining prices, or over competitive

bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable cost prepared by the Consultant.

10. **CONSTRUCTION PHASE SERVICES** – If Consultant performs any services during the construction phase of the Project, Consultant shall not supervise, direct, or have control over Contractor’s work. Consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. Consultant does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor’s failure to furnish and perform its work in accordance with the Contract Documents.

11. **MISCELLANEOUS**

Right of Entry: Unless otherwise noted in the scope of work, the Owner shall provide for Consultant’s right to enter the property owned by the Owner and others in order to fulfill the services to be performed hereunder.

Dispute Resolution: Owner or its Contractor agree to notify Consultant of any claims against the Consultant within 10 days of discovery of any allegations, errors or omissions. Should a dispute arise, Owner and Consultant agree to negotiate disputes between them in good faith for a period of 30 calendar days from the date the dispute is raised in writing by either the Owner or Consultant. If the parties fail to resolve the dispute through negotiation, then the dispute shall be decided through non-binding mediation or other mutually agreed alternative dispute resolution technique. Fees and expenses for mediation shall be split equally between the parties. The Owner and Consultant agree non-binding mediation or other mutually acceptable dispute resolution technique shall precede litigation. This Agreement shall be governed by the laws of the State where the Project is located.

Hazardous Environmental Conditions: The scope of Consultant’s services does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead or other hazardous materials, as defined by Federal, State, and local laws or regulations. Consultant is not required to become an arranger, operator, generator, or transporter of hazardous substances, and shall have no responsibility for the discovery, handling, removal, disposal or exposure of persons to hazardous substances of any form.

Consultant Reliance: Consultant shall be entitled to rely, without liability, on the accuracy and completeness of any and all information provided by Owner, Owner’s consultants and contractors, and information from public records, without the need for independent verification.

Certifications: Consultant shall not be required to sign any documents that result in Consultant having to certify, warrant, or guarantee the existence of conditions whose existence Consultant cannot ascertain within its services for the Project.

Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Consultant. Consultant’s services hereunder are being performed solely for the benefit of the Owner, and no other entity shall have any claim against Consultant because of this Agreement or Consultant’s performance of services hereunder.

Severability & Waiver: In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provisions will be stricken, and those remaining Contract Provisions shall continue in full force and effect. The failure of either party of this Agreement to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, shall not be construed as a waiver of such term, covenant or right.

Joint Drafting: The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

Attachment A
City of Kuna
Water and Wastewater User Rate and Connection Fee Study
Scope & Budget

Background

This study includes evaluation of both the monthly user rate charges and the connection fees (sometime called hook-up charges) for both the wastewater and potable water utilities. For the connection fee portion, the analysis will include both the collection system (lift station, pressure mains, and sewer mains larger than 10-inch) and the wastewater treatment components for the wastewater system and the water supply and storage components for the potable water system. This study does not include evaluation of the pressure irrigation system or the actual cost of constructing a connection to the water and sewer systems.

The purpose of this study is to develop recommended monthly user rate and connection fee changes (dollar amount and rate structure) to more equitably assess charges to existing and future customers for operating and expanding the water and wastewater utilities.

Consultant Tasks

Task 1: Review Historical Utility Revenue and Expenditures

Consultant Responsibilities

1. Review and summarize potable water and wastewater utility revenue and expenditures from annual audit reports for the last five years furnished by Owner.
2. With input from the owner, inventory and summarize revenue and expenditures into operation, maintenance, debt service, replacement, and capital infrastructure (to increase capacity) categories over the last five years. Expenditures and revenues will be further categorized between fixed and usage based.
3. Compare revenues and expenditures to assess financial profitability of existing user rate structure and connection fees.

Owner Responsibilities

- Furnish last five years of financial audits with separate accounting reports for wastewater and potable water system.
- Furnish current year annual budget and expenditures to date for each line item on the budget.
- Distinguish between fixed, operating, replacement, and capital infrastructure (to increase capacity) expenditures.

Task 2: Develop Spreadsheet Model of Existing Water Customers

Consultant Responsibilities

1. Summarize historical water usage data (monthly water meter reading) from existing water customers provided by the Owner in spreadsheet format. Water

usage statistics will be summarized for each customer for a 12-month period based on categories of users provided by the Owner. Average, minimum, and maximum monthly water usage will be quantified for the data furnished by the Owner in spreadsheet format.

2. Simulate historical monthly water bill based on metered usage and existing City water usage rates and compare to actual historical water usage revenue.

Owner Responsibilities

- Furnish most recent 24 months of historical metered water usage data (monthly readings) in spreadsheet format for each customer categorized by user category. Data will be organized such that there is one row for each account with a column for account name, account type (i.e. residential, commercial, industrial, etc), meter size, existing EDU count, whether account has separate pressure irrigation or not, and a separate column for each monthly usage for the last 24 months.

Task 3: Comparison of Methodologies for Determining of Equivalent Dwelling Unit (EDUs)

Consultant Responsibilities

1. Research and compare up to three methodologies for determining an EDU which will include a plumbing fixture count similar to the City of Meridian, the Owner's current EDU methodology, and an AWWA water meter equivalency methodology. It is assumed that EDU determination will be based solely on flow. All costs assume domestic strength waste characteristics and will be flow based. Consideration of water quality constituents and waste strength will be considered an additional service.
2. Use water spreadsheet model to compare historical usage to EDU determination under the new preferred and former EDU determination methodologies for select accounts (no more than ten). This study does not include efforts to modify the EDU designation of existing customers. If desired, this service can be provided as an additional service.

Owner Responsibilities

- Input regarding preferred EDU determination methodology.
- Records on Owner's existing EDU determination methodology.

Task 4: User Rate Structure Alternatives

Consultant Responsibilities

1. Evaluate up to three water system monthly user rate alternatives. It is assumed that each alternative will have a set monthly base fee with a corresponding base allotment of water usage (i.e. \$20 base fee with a 3,000 gallon base allotment of water) plus a constant usage based rate for water usage over the base allotment (i.e. \$1.50 per 1,000 gallons of usage over 3,000 gallons) with no more than two tiers of usage rates per alternative.
2. Evaluate up to three wastewater system monthly user rate alternatives with criteria similar to the potable water system (one of which will be a flat monthly fee regardless of water usage). The usage-based component of the user rate structure will be based on metered potable water usage.

3. Impacts to utility revenue will be simulated for the alternatives using the water spreadsheet model of existing customers. A sensitivity analysis will be performed to project the financial impact of city-wide water conservation for up to three levels of water conservation (i.e. 5%, 10%, 15%).
4. Compare existing and proposed Kuna monthly utility rates to other communities in the Treasure Valley.
5. It is understood that the rate structure analysis will be based on historical operation, maintenance, and replacement budgets and will not include a forecast of new/additional debt service, capital improvement plan, and new/additional asset replacement programs. This service can be provided as an additional service if desired by the Owner.

Owner Responsibilities

- Input regarding preferred user rate structure.

Task 5: Connection Fee Analysis

Consultant Responsibilities

1. Use infrastructure costs from Owner records, past projects, and current facility planning study and master plans to develop replacement value in 2018 dollars for the existing wastewater treatment, wastewater collection, and water supply and storage infrastructure. The Engineering News Record (ENR) index will be used to adjust infrastructure costs to present dollars. Developing cost estimates of existing infrastructure is not part of the basic services but can be provided as an additional service.
2. Summarize service capacity for existing major infrastructure from existing facility planning studies or master plans. Capacity analysis of existing infrastructure is not part of the basic services but can be provided as an additional service.
3. Use Owner information and input to discount replacement value for unfunded depreciation and outstanding debt.
4. Calculate the existing discounted value of infrastructure per EDU.
5. Compare existing and proposed Kuna connection fees to other communities in the Treasure Valley.

Owner Responsibilities

- Copies of all past facility planning studies and master plans for water and wastewater systems.
- Approximate installation year and/or age and initial construction cost of water and wastewater infrastructure where available.
- Bid tabulations for recent infrastructure projects.
- Estimated value of unfunded depreciation of all existing infrastructure.

Task 6: Short-term and Long-term Asset Replacement

Consultant Responsibilities

1. Use infrastructure replacement costs developed in Task 5 to develop short-term (useful life shorter than 15 years) and long-term (useful life of 20+ years) asset replacement schedules for major infrastructure categories.

2. Using engineering judgement to establish a useful life of major infrastructure categories, develop an annual replacement budget for short-term and long-term assets.
3. Simulate up to two levels of asset replacement in future monthly rate scenarios.

Owner Responsibilities

- Installation year and input on remaining service life for existing infrastructure.

Task 7: 5-Year Forecast of Recommended User Rates

Consultant Responsibilities

1. Develop a user rate spreadsheet model that projects the future utility revenue and expenditures for the next five years based on the preferred user rate structure. Model will include reasonable assumptions for inflation in operation costs. Growth rates will consider information from the most recent master plan/facility planning studies.
2. Recommend rate adjustments such that revenue covers projected expenditures for the next five years.

Owner Responsibilities

- Input on asset replacement goals.

Assumptions

- Rate structure assessment will assume that existing operation and maintenance costs will inflate at a set percentage per year.

Task 8: Letter Report

Consultant Responsibilities

1. Summarize findings of study in a letter report. Deliverable will include three hard copies and an electronic copy.

Task 9: Project Management and Meetings

Consultant Responsibilities

1. Present findings to Owner personnel and City Council. For budgeting purposes, this scope and budget assumes four progress meetings with staff and attendance at one City Council meeting.
2. Prepare monthly invoices and conduct general project correspondence to complete the scope of work.

Owner Responsibilities

- Notice and location for progress and City Council meeting.

Work Not Included in Basic Services

1. Public support and participation beyond attendance to single City Council meeting.
2. Capacity analysis of existing infrastructure.
3. Development of capital improvement plans and associated cost estimating.
4. Support to develop or revise Owner ordinances, reimbursement policies and procedures, and/or resolutions.
5. Analysis of user rates and/or connection fees based on water quality or wastewater loading.
6. Implications of changes to staffing levels will not be incorporated into the rate structure analysis.
7. Debt retirement, refinance, or modification planning and/or support.
8. Link metered water usage records to GIS database and/or hydraulic water model.
9. Implementation of new debt service, additional capital improvement projects, and new/additional asset replacement programs in 5-year rate forecast.

Schedule

The Consultant will complete a draft user rate and connection fee letter report within 60 days of receiving potable water usage records in spreadsheet format.

Summary of Deliverables

- Draft and final User Rate and Connection Fee Letter Report

Engineering Compensation

Compensation for engineering services shall be a lump sum compensation in the amount of Forty-Nine Thousand Two Hundred Ten Dollars (\$49,200). Due to the uncertainty in the level of effort required for some of the tasks, an additional contingency fund of \$2,500 is established for out of scope services. Use of the contingency fund will not be used by Consultant until authorized by Owner. A breakdown of costs is presented below.

Tasks	Engineering Services Budget
1 Review Historical Utility Revenue and Expenditures	\$4,000
2 Develop Spreadsheet Model of Existing Water Customers	1,800
3 Comparison of Methodologies for Determination of EDUs	2,900
4 User Rate Structure Alternatives	12,000
5 Connection Fee Analysis	10,700
6 Short-term and Long-term Asset Replacement	2,400
7 5-Year Forecast of Recommended User Rates	2,300
8 Letter Report	4,400
9 Project Management and Meetings	8,700
Total	\$49,200.00
Contingency	\$2,500

**RESOLUTION NO. R44-2018
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING LEASE AGREEMENT BY AND BETWEEN THE CITY OF KUNA, IDAHO AND ARTHUR SIDNEY ANDERSON FOR THE PROPERTY LOCATED AT THE SOUTHEAST CORNER OF STROEBEL ROAD AND INDIAN CREEK, AS DEPICTED ON EXHIBIT A OF THE LEASE 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 Lease Agreement by and between the City of Kuna, Idaho and, 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 Lease Agreement, and the City Clerk is hereby authorized to attest to said execution as so authorize and approved for on behalf of the City of Kuna, Idaho.

PASSED BY THE COUNCIL of Kuna, Idaho this 17th day of July, 2018.

APPROVED BY THE MAYOR of Kuna, Idaho this 17th day of July, 2018.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**PROPERTY LEASE AGREEMENT
WITH FIRST RIGHT OF REFUSAL FOR PURCHASE BY LESSEE**

THIS LEASE (“Lease”) entered into this ___ day of _____, 2018, between **ARTHUR SIDNEY ANDERSON**, whose address is 474 Stroebel Road, Kuna, Idaho 83634 (“Lessor”) and the **CITY OF KUNA**, a municipality, whose address is P.O. Box 13, Kuna, Idaho 83634 (“Lessee”), and jointly referred to as the (“Parties”).

IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

Article I. PROPERTY; USE.

Lessor leases to the Lessee the following Property: A portion of Parcel No. R0615250410, as described by the Ada County, Idaho Recorder consisting of approximately 2.45 acres and a legal description of the West four hundred (400) feet of Lot 2, Blk 3, except the buildings and building area of SW4NE4, Sec 20, 2N, 1E, Avalon Orchard Tracts Amended Plat, Bk 06, pg. 0254 (“Property”) located east of Kuna, Idaho, as depicted on the map marked **Exhibit A**, hereto attached and made a part hereof, subject to the provisions of this Lease, and **Exhibit B** attached hereto and made a part hereof. During the term of this Lease, the Property shall be used exclusively as a city park and related uses for the purpose of utilizing Indian Creek for floating by the general public.

Article II. TERM.

The term of this Lease shall expire on December 31, 2018. It is understood that Lessee intends to operate a park, parking lot and facilities for the general public to access and float in Indian Creek. The intent of this initial lease is not to capture every term that may be incorporated in a longer term lease, but it is intended to allow for the use of the Property during the 2018 floating season. A longer term lease can be negotiated during the term of the lease with a date to commence in January 2019.

Article III. RENT.

For the 2018 lease term, Lessee shall pay to Lessor, in advance, rent in the amount of two thousand dollars (\$2,000.00).

Article IV. IMPROVEMENTS.

Improvement include fencing and installation of a parking area, including but not limited to placing of road mix and crushed asphalt in needed locations as outlined in the map included as **Exhibit C** shall be completed at the expense of the lessee.

IN WITNESS WHEREOF, the parties have executed this Lease as of the days and year first herein written.

Dated this ____ day of _____, 2018.

ARTHUR SIDNEY ANDERSON

Signature

STATE OF IDAHO)

) ss.

County of Ada)

I, _____, a Notary Public in and for said State of Idaho, do hereby certify that on this ____ day of _____, 2018, before me, personally appeared Arthur Sidney Anderson, known or identified to me, who, being by me, first duly sworn, declared under oath that the statements contained with the foregoing document are true and correct, and acknowledged to me that he/she executed the same as such.

S
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Notary Public for _____
My commission expires on _____

Dated this ____ day of _____, 2018.

MAYOR JOE L. STEAR

Signature

ATTEST:



Exhibit A



Parking Phase 2

Parking Phase 1

Anderson 1 acre lot



EXHIBIT B

Section 1. IMPROVEMENTS.

No improvements placed upon the Property by Lessee shall become a part of the realty, except any improvements to the parking area, drive way and landscaping.

Section 2. RESERVATIONS AND PRIOR RIGHTS.

Lessor reserves to itself, its agents and contractors, the right to enter the Property at such times as will not unreasonably interfere with Lessee's use of the Property.

- A. To enter upon the Leased Premises, or any portion thereof, during the term of this Lease for any reasonable purpose incident to this Lease or Lessor's retained rights, including the purpose of inspecting the Leased Premises. Lessee shall permit inspection of the Property by an authorized agent of Lessor at any reasonable time.
- B. To grant easements, rights-of-way, and leases over, under, across and upon the Leased Premises, providing said easements, rights-of-way, and leases do not conflict or materially interfere with the use of Lessee or with the personal property installed, maintained or operated by Lessee upon the Property. Lessor shall coordinate with Lessee before processing any easement, right-of-way or lease application on the Leased Premises. This Lease is subject to any lease, right-of-way and easement previously granted over the Property.
- C. Rights of access, ingress and egress over, under, across and upon the Property for Lessor and its authorized agents and assigns over and across the Property including, but not limited to, on existing roads. Said rights of access, ingress and egress may be for purposes of administration, for providing access to neighboring lots, or for any other purpose of Lessor. Lessor shall have no obligation to maintain any road or path, whether dirt, gravel, paved or otherwise.

Section 3. PAYMENT OF RENT.

Rent shall be paid in lawful money of the United States of America, within ten (10) days of execution of this agreement or prior to Lessee use of the property or installation of improvements planned for the 2018 floating season whichever occurs first.

Section 4. TAXES AND ASSESSMENTS.

Lessee shall pay, prior to delinquency, its pro-rata share for all taxes levied during the life of this Lease for any personal property and the real property, excluding the house and the approximate one (1) acre that the house is situated on. If such taxes are paid by Lessor, either separately or as a part of the levy on Lessor's real property, Lessee shall reimburse Lessor in full within thirty (30) days after rendition of Lessor's bill.

Section 5. WATER RIGHTS.

If Lessee makes any improvements to the Property by adding landscaping, Lessor shall allow the necessary amount of water to be used to irrigate said improvements. All water rights shall remain in the name of the lessor and in no way shall the use of the water rights affect the ownership. If any additional water rights are developed on the site water rights shall be developed in the name of the Lessor.

Section 6. CARE AND USE OF PROPERTY.

- A. Lessee shall use reasonable care and caution against damage or destruction to the Property. Lessee shall not use or permit the use of the Property for any unlawful purpose, maintain any nuisance, permit any waste, or use the Property in any way that creates a hazard to persons or Property. Lessee shall keep the Property in a safe, neat, clean and presentable condition, and in a good condition and repair. Lessee shall keep any improvements and public ways on the Property free and clear from any substance which might create a hazard.
- B. Lessee shall not permit any sign on the Property, except signs relating to Lessee's purpose of this lease.
- C. Lessee shall comply with all governmental laws, ordinances, rules, regulations and orders relating to Lessee's use of the Property.
- D. Lessee shall cause the park to close from sunset to 9:00 AM MST.
- E. Lessee shall patrol the park and maintain reasonable order including but not limited to the agreed to hours of operation.
- F. Lessee shall take measures to control noxious weeds on the Leased Premises.
- G. Lessee shall place sufficient trash and recycling receptacles Property and contract for solid waste removal.

Section 7. ENVIRONMENTAL, SAFETY AND SANITARY REQUIREMENTS.

- A. No Hazardous Materials. Lessee shall neither commit nor permit the use, placement, transport or disposal of any hazardous waste, including petroleum products, such as oil, gasoline, or any other substance that is or is suspected to be a hazardous substance or material, not including the following materials kept for Lessee's own residential use and only in small quantities: gasoline not to exceed fifteen (15) gallons related to the use or enjoyment of their property for uses such as lawnmowers, snow machines and small water craft; kerosene; heating oil; propane tanks or other commercial sources of heating; and other household cleaners; solvents; paints and similar materials not otherwise prohibited by law. Lessee shall be responsible and shall pay all costs for the removal and/or the taking of all other necessary or appropriate remedial action regarding any hazardous waste, substance or material which Lessee may have caused

- to be introduced to or upon the Leased Premises. Any such remediation or removal or storage must be conducted in accordance with applicable federal, state, or local law, regulation, rule and ordinance, and Lessee shall immediately, upon the introduction of any hazardous waste, substance or material onto the Leased Premises, contact Lessor and the Idaho Department of Environmental Quality (DEQ), provided however, Lessee shall not forestall commencing any necessary remediation while negotiating the terms of any consent order with DEQ unless Lessee is so authorized in writing by Lessor. Lessee shall indemnify, defend and hold Lessor harmless from all costs, expenses, damages or fines relating to pollution and hazardous substances and materials including, without limiting the generality of the foregoing, attorney fees and costs of defense and enforcement of Lessor's rights hereunder.
- B. Fire and Safety Regulations. Lessee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, including, but not limited to, those of the Idaho Department of Lands for fire protection and prevention, and shall at all times observe reasonable precautions to prevent fire on the Leased Premises. Lessee agrees to keep the Property free from fire hazards. Firewood storage shall be confined to a location, away from the Residence. Roofs shall be kept clear of all debris and needles on a regular basis to minimize fire hazard. Lessee is prohibited from burning garbage or household trash. Any burning on the Leased Premises, including the burning of wood, weeds or other debris, but excepting simple campfires necessary for the use under this Lease, requires the prior written permission of Lessor. Any burning must comply with all applicable federal, state or local laws, regulations, rules and ordinances. Barbecue devices designed for use out of doors are permitted.
- C. Sanitary Requirements. Lessee shall at all times keep the Property in a clean and sanitary condition, free of trash, garbage and litter. Lessee shall not dispose of sewage except in conformity with all applicable federal, state, and local laws, rules, regulations and ordinances pertinent to Lessee's use, and shall dispose of sewage on the Property only if specifically authorized by Lessor and the local governmental which would otherwise have jurisdiction over such matters. Lessee shall not store, dispose of, or otherwise maintain trash, garbage, litter, unused or discarded household items, or unlicensed or abandoned vehicles, boats or trailers on the Leased Premises, and shall dispose of all such trash, garbage or other items in conformity with all legal requirements. Lessee shall be responsible for all costs associated with sewage, garbage and litter disposal. Lessor may require Lessee to furnish a certificate or other satisfactory proof of compliance with applicable laws, rules, regulations and ordinances.

Section 8. UTILITIES.

- A. Lessee will arrange and pay for all utilities and services supplied to the Property or to Lessee that are needed by Lessee during this Lease. This does not include municipal sewer service.
- B. All utilities and services will be separately metered to Lessee. If not separately metered, Lessee shall pay its proportionate share as reasonably determined by Lessor.

Section 9. LIENS.

Lessee shall not allow any liens to attach to the Premises for any services, labor or materials furnished to the Premises or otherwise arising from Lessee's use of the Premises. Lessor shall have the right to discharge any such liens at Lessee's expense. Lessee shall ensure that full payment is made for any and all materials joined or affixed to the Property pursuant to this Lease and for any and all persons who perform labor on the Property at the request or on account of Lessee.

Section 10. ALTERATIONS AND IMPROVEMENTS.

- A. No alteration, improvements or installations may be made on the Property without the prior consent of Lessor.
- B. All alteration, improvements or installations shall be at the Lessee's sole cost and expense.

Section 11. INSURANCE.

- A. Insurance Lessee shall purchase and keep in force all insurance required by this Lease. Any failure to comply with any of the terms of this section shall be a breach of this Lease.
- B. General Liability. Lessee shall obtain, at Lessee's expense, and keep in effect during the term of this Lease, General Liability Insurance covering bodily injury and property damage caused by or resulting from the occupancy, use, and operations of any other activity on the Property carried on by Lessee, its assigns, agents, operators or contractors. This insurance shall include personal injury coverage and contractual liability coverage for the indemnity provided under this lease. Coverage shall be combined single limit per occurrence, which shall not be less than One Million Dollars (\$1,000,000), or the equivalent. Each annual aggregate limit shall not be less than One Million Dollars (\$1,000,000), when applicable.
- C. Property Insurance. Lessee shall throughout the term of this Lease and at its own expense, keep and maintain in full force and effect, property insurance for what is commonly referred to as "All Risk" coverage, excluding earthquake and flood, on Lessee's improvements and personal property.
- D. Workers' Compensation. Lessee shall maintain Workers' Compensation Insurance and Employer's Liability, together with all other coverages required therefor.
- E. Additional Insured. The liability insurance coverage required for performance of the Lease shall include the Lessor, its officers, agents, and employees as additional insureds, but only with respect to the Lessee's activities (including the activities of Lessee's agents, operators, employees or contractors) relating to this Lease and/or any such activities upon, or related to, the Leased Premises.
- F. Insurance Policy Requirements. All policies required under this Section shall be written as primary policies and not contributing to or in excess of any coverage Lessor may choose to maintain. All insurers shall have a Bests' rating of A- or better and be authorized to do business in the State of Idaho. There shall be no cancellation, material change, potential exhaustion of aggregate limits or intent not to renew insurance

coverage without thirty (30) days written notice from Lessee and its insurer to Lessor; provided however, that if such prior advanced written notice cannot reasonably be provided, then the Lessee and its insurer shall immediately notify Lessor as soon as either becomes aware of any such cancellation, termination, material change, or intent not to renew. In any event, Lessee shall immediately notify Lessor of any such notice of cancellation, termination, material change, or intent not to renew any policy required by this Lease and shall deliver to Lessor a copy of any such notice upon receipt thereof from any insurer.

- G. **Proof of Insurance.** Prior to taking occupancy or commencing operations or construction, and at least annually thereafter, Lessee shall furnish Lessor with a certificate of insurance executed by a representative of each insurer duly authorized to bind coverage, together with a copy of any applicable policy and policy endorsement showing compliance with all insurance requirements set forth herein including evidencing Lessor as additional insured. Lessee shall provide certified copies of all insurance policies required above within fifteen (15) days of Lessor's written request for certified copies. Failure of Lessor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Lessor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Lessee's obligation to maintain such insurance.
- H. **No Limitation of Liability.** By requiring insurance herein, Lessor does not represent that coverage and limits will necessarily be adequate to protect Lessee, and such coverage and limits shall not be deemed as a limitation on Lessee's liability pursuant to this Lease.

Section 12. NO WARRANT OF SUITABILITY; AS-IS.

No Warranty. Lessee acknowledges that neither Lessor, nor any agent of Lessor has made any representation or warranty with respect to the Property or concerning the suitability of the Property for the uses intended by Lessee, or concerning any access or the condition of such access to the Leased Premises. Lessee acknowledges that it has accepted the Property together with access thereto in an AS IS CONDITION, accepting any and all known and unknown faults therein. Lessee accepts the Premises in its present condition with all faults, whether patent or latent, and without warranties or covenants, express or implied. Lessee acknowledges that Lessor shall have no duty to maintain, repair or improve the Premises.

Section 13. RELEASE AND INDEMNITY.

- A. Lessee shall indemnify, defend, and hold harmless the Lessor, agents, and employees from and against any liability, claims, damages, losses, debts, obligations, judgments, expenses or actions, including reasonable attorneys' fees caused by or arising out of any act or omission of Lessee, or Lessee's agents, employees or invitees, or any act or omission arising out of or connected with the use or occupation of the Property or arising from the Lessee or Lessee's agents, or employees' failure to comply with any applicable law. If it becomes necessary for the Lessor to defend any action seeking to impose any such liability, the Lessee will pay the Lessor all costs of court and attorneys' fees incurred by the Lessor

in effecting such defense in addition to all other sums that the Lessor may be called upon to pay by reason of the entry of a judgment against it in the litigation in which such claim is asserted. This indemnification shall survive the termination or expiration of this Lease.

- B. No provision of this Lease with respect to insurance shall limit the extent of the release and indemnity provision of this Section.

Section 14. TERMINATION.

Lessor and Lessee agree that due to Lessee's use of the Property that requires long range planning and financial commitments for improvements, termination during the summer season would cause an extreme financial and loss of use hardship upon Lessee, therefore the lease cannot be terminated during its term except as follows:

Lessor may terminate this Lease by giving Lessee notice of termination, if Lessee (i) fails to pay rent within fifteen (15) days after the due date, or (ii) defaults under any other obligation to Lessee under this Lease and, after written notice is given by Lessor to Lessee specifying the default, Lessee fails either to immediately commence to cure the default, or to complete the cure expeditiously but in all events within thirty (30) days after the default notice is given Section 15.

Section 15. VACATION OF PROPERTY; REMOVAL OF LESSEE'S PROPERTY.

- A. Upon expiration or termination of this Lease, Lessee shall have peaceably and quietly vacated and surrendered possession of the Premises to Lessor, without Lessor giving any notice to quit or demand for possession, and (ii) shall have removed from the Premises all structures, property and other materials not belonging to Lessor, and restored the surface of the ground to as good a condition as the same was in before such structure were erected, including, without limitation, the removal of foundation, the filling in of excavations and pits, and the removal of debris and rubbish, accept as agreed to by lessor in lessor's sole discretion.
- B. If Lessee has not completed such removal and restoration within sixty (60) days after termination of this Lease, Lessor may, at its election, and at any time or times thereafter, (i) perform the work and Lessee shall reimburse Lessor for the cost thereof within thirty (30) days after bill is rendered, (ii) take title to all or any portion of such structures of property by giving notice of such election to Lessee, and/or (iii) treat Lessee as a holdover tenant at will until such removal and restoration in completed.

Section 16. NOTICES.

Any notice, consent or approval to be given under this Lease shall be in writing, and, sent by reputable courier service, or sent by certified mail, postage prepaid, return receipt requested, to Lessor at: the above address; and to Lessee at the above address, or such served five (5) days after deposit in the U.S. Mail. Notices which are personally served or sent by courier service shall be deemed served upon receipt.

Section 17. ASSIGNMENT.

- A. Lessee shall not sublease the Property, in whole or in part, or assign, encumber or transfer (by operation of law or otherwise) this Lease, without the prior consent of Lessor, which consent may be denied at Lessor's sole and absolute discretion. Any purported transfer or assignment without Lessor's consent shall be void and shall be a default by Lessee.
- B. Subject to this Section, this Lease shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, successors and assigns.

Section 18. ATTORNEY'S FEES.

If either party retains an attorney to enforce this Lease (including, without limitation, the indemnity provisions of this Lease), the prevailing party is entitled to recover reasonable attorney's fees.

Section 19. FIRST RIGHTS TO PURCHASE BY Lessee

It is understood that Lessee plans to operate a park, parking lot and tubing access facility and Lessee desires to eventually own the location and facilities for which Lessor does hereby grant unto Lessee the exclusive and irrevocable right during the term of the lease, if Lessor decides to sell the Property; the first refusal and first option to purchase the Property at fair market value, or an amount less than fair market value as agreed to by the Parties; the fair market value shall be determined by an appraisal to be selected and paid for by Lessee and agreed to by Lessor. Lessor reserves the right to reject the appraisal in Lessor's sole discretion in which case Lessor will continue to work towards a long-term lease or other purchase arrangements.

Section 20. ENTIRE AGREEMENT.

This Lease is the entire agreement between the parties, and supersedes all other oral or written agreements between the parties pertaining to this transaction. Except for the unilateral redetermination of annual rent as provided in Article III., this Lease may be amended only by a written instrument signed by Lessor and Lessee.



CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634

BOBBY WITHROW
PARKS DIRECTOR

Telephone (208) 639-5346
Email: BWithrow@kunaid.gov

MEMORANDUM

To: Mayor and Council

From: Bobby Withrow

Subject: STEM Academy School

Mayor and Council,

The new STEM Academy contacted me about using Arbor Ridge Playground and Park for their recess area for the first year it is in service. I spoke with Teresa Fleming, Chairman of the Board, about liability, insurance and use of the Park. We came to the understanding that if Council agrees to let them use the park we would need a MOU in place and the school would be liable if any accidents happen during the school day. The recess times would be from 9:15 am to 9:45 am, 1:15 pm to 1:45 pm and lunch from 11:15 to 12:15. So a typical day they would use the park for approximately three (3) hours during the day.

We have worked with a school in the past, Falcon Ridge Charter School, at Winchester Park. They used the park for P.E. activities because they were working on getting their site ready. As far as I know, we didn't have any conflicts.

The Parks department is agreeable to letting them use the park with City Council approval.

Thank You,

Bobby Withrow
Parks Director

(Space above reserved for recording)

**ORDINANCE NO. 2018-26
DB DEVELOPMENT, LLC
MUNICIPAL IRRIGATION ANNEXATION**

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING A PORTION OF THE NW ¼ OF SECTION 1, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, KUNA, ADA COUNTY, IDAHO AND COMMONLY REFERRED TO AS SPRINGHILL SUBDIVISION NO. 1 WHICH IS OWNED BY DB DEVELOPMENT LLC, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE NEW YORK IRRIGATION DISTRICT; CHANGING THE RESPECTIVE BOUNDARIES OF SAID DISTRICTS; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kuna operates a municipal irrigation system, generally referred to as Kuna Municipal Irrigation District (KMID), as authorized by Title 50, Chapter 18, Idaho Code; and

WHEREAS, the above-mentioned parcels are connected to the Kuna Municipal Irrigation District system; and

WHEREAS, the Kuna City Council has deemed annexation of said properties into the Kuna Municipal Irrigation District to be in the best interest of the City of Kuna;

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, Ada County, Idaho, as follows:

Section 1: That the following described real property be and the same hereby is annexed into the Kuna Municipal Irrigation District of the City of Kuna, State of Idaho and the boundaries adjusted accordingly, said property being described as follows in Exhibit A.

Section 2: Declaring the water rights appurtenant thereto are hereby pooled for delivery purposes

Section 3: The City Clerk is hereby directed to record, in the office of the recorder for Ada County, a certified copy of this ordinance as required by Section 50-1832, Idaho Code.

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to New York Irrigation District.

Section 5: That this Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

DATED this 17th day of July, 2018.

CITY OF KUNA

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

EXHIBIT A
LEGAL DESCRIPTION FOR WATER RIGHTS ON
SPRINGHILL SUBDIVISION NO. 1

A parcel of land located in the W1/2 of Section 1, T.2N., R.1W., B.M., Kuna, Ada County, Idaho, more particularly described as follows:

Commencing the NW corner of said Section 1 from which the W1/4 of said Section 1 bears South 00°27'02" West, 2610.62 feet;

thence along the West boundary line of said Section 1 South 00°27'02" West, 666.72 feet;

thence leaving the East boundary line South 89°32'58" East, 48.00 feet to a point on the East right-of-way line of S. Linder Road, said point being the **REAL POINT OF BEGINNING**;

thence South 80°05'14" East, 30.41 feet;

thence South 89°32'58" East, 160.00 feet;

thence South 00°27'02" West, 10.58 feet;

thence North 89°39'06" East, 108.51 feet;

thence South 00°27'02" West, 168.72 feet;

thence North 89°32'58" West, 5.50 feet;

thence South 00°27'02" West, 52.00 feet;

thence South 89°32'58" East, 110.53 feet;

thence South 87°58'54" East, 50.00 feet;

thence South 87°28'09" East, 19.86 feet;

thence 249.66 feet along the arc of a non-tangent curve to the right, said curve having a radius of 862.09 feet, a central angle of 16°35'35" and a long chord of 248.79 feet which bears South 79°14'18" East;

thence South 15°47'07" West, 121.54 feet;

thence 29.81 feet along the arc of a non-tangent curve to the right, said curve having a radius of 625.00 feet, a central angle of 02°43'57" and a long chord of 29.81 feet which bears South 72°50'55" East;

thence South 18°49'10" West, 50.00 feet;

thence South 13°30'11" West, 374.44 feet;

thence 177.47 feet along the arc of a curve to the left, said curve having a radius of 550.00 feet, a central angle of 18°29'16" and a long chord of 176.70 feet which bears South 04°15'33" West to a point of reverse curve;

thence 37.51 feet along the arc of said reverse curve, said reverse curve having a radius of 550.00 feet, a central angle of 03°54'25" and a long chord of 37.50 feet which bears South 03°01'53" East;

thence South 40°13'19" East, 112.34 feet;

thence 11.62 feet along the arc of a non-tangent curve to the right, said curve having a radius of 3,020.00 feet, a central angle of 00°13'14" and a long chord of 11.62 feet which bears South 80°48'10" East;

thence South 09°08'07" West, 111.63 feet;

thence 8.74 feet along the arc of a non-tangent curve to the left, said curve having a radius of 2,980.00 feet, a central angle of 00°10'05" and a long chord of 8.74 feet which bears North 80°40'26" West;

thence South 54°39'32" West, 108.46 feet;

thence South 06°49'50" West, 42.81 feet;

thence 254.42 feet along the arc of a curve to the right, said curve having a radius of 945.00 feet, a central angle of 15°25'32" and a long chord of 253.65 feet which bears South 14°32'36" West;

thence South 23°46'20" West, 50.00 feet;

thence North 66°13'40" West, 31.41 feet;

thence South 26°02'24" West, 127.24 feet;

thence South 42°34'05" West, 291.62 feet to a point on the centerline of the Mason Creek Feeder Canal;

thence along said centerline the following 3 courses and distances:

thence North 47°25'55" West, 8.48 feet;

thence North 46°10'44" West, 235.17 feet;

thence North 39°34'33" West, 51.39 feet to a point on the East right-of-way line of S. Linder Road;

thence along said East right-of-way line North 00°27'02" East, 1,739.13 feet to the **REAL POINT OF BEGINNING**. Containing 23.58 acres, more or less.

