



**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, February 4, 2020**

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

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

**2. Invocation: None**

**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. Regular City Council Meeting Minutes, January 21, 2020**

**B. Accounts Payable Dated January 30, 2020 in the amount of \$255,184.74**

**C. Resolutions:**

**1. Consideration to approve Resolution No. R12-2020**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE “REAL ESTATE LEASE AGREEMENT” WITH JORGE AYALA DBA AYALA FARMS, FOR THE LEASE OF THE CITY OF KUNA, IDAHO’S PROPERTY LOCATED AT MEADOW VIEW ROAD, KUNA, IDAHO; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.**

**2. Consideration to approve Resolution No. R13-2020**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE “PARK USE AGREEMENT” WITH THE KUNA YOUTH SOFTBALL AND BASEBALL ASSOCIATION, INC., PURSUANT TO THE TERMS OF THE**

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.

AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

3. Consideration to approve Resolution No. R14-2020

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE “PARK USE AGREEMENT” WITH THE KUNA POLICE ACTIVITIES LEAGUE (KPAL) AT ARBOR RIDGE PARK AND PURSUANT TO THE TERMS OF THE AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

4. Consideration to approve Resolution No. R15-2020

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY SELECT MANAGEMENT & CONTRACTING, LLC, FOR THE LUGARNO TERRA SUBDIVISION FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

5. Consideration to approve Resolution No. R01-2020A

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AMENDING PORTIONS OF RESOLUTION R01-2020 THAT: SETS FORTH THE AUTHORITY FOR ADOPTING WATER CONNECTION FEES AND MONTHLY WATER SERVICE RATES; ESTABLISHES FEES FOR CONNECTING TO THE WATER SYSTEM; ESTABLISHES WATER USE FEES THAT ARE NOW AMENDED WITH WATER RATE CHANGES FOR ALL CUSTOMERS; PROVIDES FOR MISCELLANEOUS WATER CUSTOMER SERVICE POLICIES; SETS FORTH MINIMUM LINE SIZES; REPEALS FEES ESTABLISHED BY EARLIER RESOLUTIONS; AND SETS AN EFFECTIVE DATE.

**D. Final Plat:**

Consideration to approve Case No. 19-18-FP (Final Plat) for the Athleta Subdivision

**5. Community Reports or Requests:**

*None*

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

*None*

**7. Business Items:**

- A. Consideration to approve the expenditure of \$75,400 from contingency funds for Water/Sewer/PI Engineered Modeling – Bob Bachman, Public Works Director **ACTION ITEM**
- B. Consideration to approve the expenditure of \$5,000 from General Fund Contingency for upgraded tablets and necessary accessories – Jared Empey, City Treasurer **ACTION ITEM**

**8. Ordinances:**

*None*

**9. Mayor/Council Announcements:**

**10. Executive Session:**

*None*

**11. Adjournment:**

**OFFICIALS**

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

**CITY OF KUNA**

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

**City Council Meeting****MINUTES**

**Tuesday, January 21, 2020**

**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:**

Bob Bachman, Public Works Director  
 Jared Empey, City Treasurer  
 Chris Engels, City Clerk  
 Marc Bybee, City Attorney  
 Lisa Holland, Economic Development Director  
 Wendy Howell, Planning & Zoning Director  
 Nancy Stauffer, Human Resources Director  
 Bobby Withrow, Parks Director  
 Troy Behunin, Planner III  
 Jace Hellman, Planner II  
 Doug Hanson, Planner I

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

**4. Consent Agenda:** ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS  
 (Timestamp 00:00:46)

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

*Agenda for discussion. Items removed from the Consent Agenda will be placed on the Regular Agenda under Business or as instructed by the City Council.*

**A.** Regular City Council Meeting Minutes, January 7, 2020

**B.** Accounts Payable Dated January 16, 2020 in the amount of \$1,178,585.12

**C.** New Alcohol License:

Family Dollar Inc dba Family Dollar Store #27198 349 E Avalon Street – Off Premise  
Beer & Off Premise Wine

**D.** Resolutions:

**1.** Consideration to approve Resolution No. R09-2020

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPOINTING CERTAIN CITY OF KUNA, IDAHO OFFICIALS AS PERSONS AUTHORIZED TO SIGN FOR BANKING SERVICES ON BEHALF OF THE CITY OF KUNA, IDAHO AND PROVIDING THAT THE SIGNATURES ARE VALID FOR THE 2020 YEAR OR UNTIL REVOKED BY ACTION OF THE MAYOR, AS PROVIDED FOR IN RESOLUTION NO. R33-2018.

**2.** Consideration to approve Resolution No. R10-2020

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPOINTING SEVEN (7) MEMBERS TO THE ECONOMIC DEVELOPMENT EXECUTIVE COMMITTEE.

**E.** Final Plat:

Consideration to approve Case No. 19-08-FP (Final Plat) for the Memory Ranch  
Subdivision No. 3.

**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:*

Introduction of Sergeant Brian Keene – Jon McDaniel, Kuna Police Chief

*(Timestamp 00:01:20)*

Kuna Police Chief Jon McDaniel introduced Sergeant Brian Keene. This would be his second stint in Kuna and they were happy to have him back. Sergeant Keene had been recently promoted. He had been in law enforcement for over 20 years and had a lot of experience as well as an awesome reputation for being a great public servant and taking care of his troop. In fact, he had already helped Kuna Police recruit two new troops.

Sergeant Keene thanked Council for having him. He appreciated working in a contract city and he liked the smaller community. He also had worked with Chief McDaniel prior to this and they had a good relationship. He was looking forward to being out here and would do everything he could for the city.

Mayor Stear and Council welcomed Sergeant Keene.

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

- A. Public Hearing continued from the November 19, 2019 and January 7, 2020 Regular City Council Meetings for public oral and written testimony and Third Reading with Consideration to approve Ordinance No. 2019-44 – Wendy Howell, Planning & Zoning Director and Bobby Withrow, Parks Director **ACTION ITEM**  
*(Timestamp 00:04:18)*

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

- MAKING CERTAIN FINDINGS, PURPOSES AND ORDINANCE ENACTMENT HISTORY; AND
- REPEALING SECTION 20, ARTICLE A, CHAPTER 2, TITLE 4 KUNA CITY CODE; AND
- AMENDING AND REDESIGNATING SECTIONS 21 THROUGH 38, ARTICLE A, CHAPTER 2 OF TITLE 4 KUNA CITY CODE; AND
- AMENDING SUBSECTION 2 OF SECTION 6, CHAPTER 1, TITLE 5 KUNA CITY CODE MAKING A TECHNICAL CORRECTION TO THE DEFINITION OF “OPEN SPACE”; AND
- AMENDING SECTION 5, CHAPTER 5 OF TITLE 5 KUNA CITY CODE MAKING TECHNICAL CORRECTIONS REGARDING THE GENERAL REQUIREMENTS OF FENCE REGULATIONS; AND
- REPEALING SECTION 4, CHAPTER 6, TITLE 5 KUNA CITY CODE; AND
- AMENDING AND REDESIGNATING SECTIONS 4, 5, 6, 7, 8, AND 9 OF CHAPTER 6 OF TITLE 5 KUNA CITY CODE; AND
- AMENDING SECTIONS 2, 4, 6, 10, 12, AND 20, CHAPTER 17, TITLE 5 OF KUNA CITY CODE MAKING TECHNICAL CHANGES TO DESIGN REQUIREMENTS AND ADDING REQUIREMENTS FOR RESIDENTIAL OPEN SPACE; AND

- AMENDING SECTION 2, CHAPTER 4 OF TITLE 6 KUNA CITY CODE PROVIDING FOR A CHANGE IN THE TEXT DESIGNATION FOR DEFINITIONS UPON WHICH CITY STAFF CAN RELY AND MAKING A TECHNICAL CORRECTION REGARDING THE MEASUREMENT OF FENCE HEIGHT AND LOCATION OF FENCING; AND
- PROVIDING A SEVERABILITY CLAUSE; AND
- DIRECTING THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Parks Director Bobby Withrow stated staff had no additional information to present at that time. They wanted to see what the public had to say and go from there.

Mayor Stear re-opened the Public Hearing.

Support:

Cathy Gealy, 4300 Junayo Lane, Kuna, Idaho 83634, thanked Council for the opportunity to speak. She had read the article in Kuna Melba News about the public hearing and looked back at the minutes from November and January. She was very disappointed that no one from the public came to speak in favor of open space. She knew she shouldn't be surprised by that because who would think open space would need to be defended since it was for the public good. She noted the goal for usable open space in the comprehensive plan and said a few words about the need for usable open space. She appreciated staff's efforts to codify the open space goals of the comprehensive plan. It was important to establish and maintain these standards as future development was evaluated. She encouraged Council to approve the ordinance as proposed by staff.

Against: None

Neutral: None

Rebuttal: None

Mayor Stear noted one of the things that came up at the last meeting was comments from the School Board. They sent in a letter that was in favor of the ordinance and was included in the packet.

Council President Buban-Vonder Haar said they had come a long way from what was originally proposed. Originally there was the potential to have 24% or more open space and some potential inequity was visible and maybe enticement to do smaller developments to get around the larger open space percentages. She thought the revised chart did a great job and staff indicated it would still get Kuna to the goal of 1 acre per 80 people expressed in the comprehensive plan. She was inclined to approve what was in front of them.

Council Member McPherson agreed.

Council Member Cardoza also agreed. He felt they finally arrived at a percentage he liked. He was hesitant about the 3% but the 7% was where he wanted to be.

**Council President Buban-Vonder Haar moved to approve Ordinance No. 2019-44. Seconded by Council Member McPherson. Approved by the following roll call vote: Voting Aye: Council Members Cardoza, Christensen, Buban-Vonder Haar, and McPherson**

**Voting No: None**

**Absent: None**

**Motion carried: 4-0.**

**Council President Buban-Vonder Haar moved to approve summary publication of Ordinance No. 2019-44. Seconded by Council Member McPherson. Motion carried: 4-0.**

- B.** Public Hearing continued from the January 7, 2020 Regular City Council Meeting for public oral and written testimony and Consideration to approve new water and sewer system fees and policies – Bob Bachman, Public Works Director **ACTION ITEM**  
(Timestamp 00:13:20)

Public Works Director Bob Bachman reviewed at the last Council Meeting they were asked to provide additional information on a three-year breakdown and it was provided in the packet. If they needed further explanation, he had City Treasurer Jared Empey to help with that. They would stand for questions.

Mayor Stear said looking at the different phased in approaches it probably would not be a good idea because it ended up making the overall cost more and dragged the City into a precarious situation. He asked if there was a timeline for implementation.

Mr. Bachman said, originally, they had posted it for February 1, 2020 if it had been approved at the previous meeting. Now they were probably looking at March 1, 2020.

Council President Buban-Vonder Haar clarified that would be the earliest.

Mayor Stear stated that would give them plenty of time to get notifications out. The only comments he had since the last meeting mostly had to do with the tiered rate. One suggestion made was to pick a tiered rate with the option to change it during the year. It reminded him of minutes use on a cell phone. If they went over, they were charged extra. Their point was to make it easier to budget. It looked to him like they had the tiered in rates and that they had done okay with it.

Mayor Stear re-opened the Public Hearing.

Support: None

Against:

Dennis Leonard, 1005 N Strike Way, Kuna, Idaho 83634, asked what the reason was for raising sewer \$7.

Mayor Stear explained they had done a rate study. Water was fine and in the black. With sewer the City was falling behind by a little over a million dollars a year because the user fees weren't high enough to keep up with demand for maintenance and repairs on the system. That was the main reason for the increase with sewer. The water was actually being reduced slightly which should help a little bit with the raise in sewer.

Mr. Leonard clarified the user rates encompassed replacing pipes, paying the employees and taking care of the treatment plant.

Mayor Stear replied not exactly and asked Mr. Bachman to explain.

Mr. Bachman explained the user rates went to maintenance and repair of the system which did include labor but was mostly upkeep and repair to maintain the system as it was in the ground at that time. It did not pay for any expansion or future growth.

Mr. Leonard said the old system was very small compared to what had been added on.

Mr. Bachman responded it was more complicated than that. He noted there were multiple lift stations reaching their term of life and multiple other pieces of infrastructure involved in the sewer system that needed or would need maintenance. The approach was to stay ahead of the maintenance instead of having a major break or repair come up that could put the City in a bad situation. It was a little more complex than knowing the age of the pipes in the ground but a significant amount of the infrastructure in the ground was reaching 20 to 25 years old and generally the life expectancy was 15 to 20 years old.

Mr. Leonard was confused on what would have a life expectancy of 15 to 20 years.

Mr. Bachman explained it was more the electronics, pumps, and that such.

Mr. Leonard said thank you.

Neutral: None

Rebuttal: None

Council Member Cardoza asked City Treasurer Jared Empey about the water and irrigation fund figures presented and what a comfortable ratio for the City would be regarding sewer.

Mr. Empey said he would hope to have 25% or 30%. That was a comfortable ratio if they were hoping to avoid the possibility of having to go for bond. If they were willing and able to go for bond then that calculus could change.

Council Member Cardoza asked if that changed with the age of the assets or if it was a standard commitment.

Mr. Empey thought, if they were looking at the historical costs and wanted to avoid a bond, they would want to look at it on a case by case basis but, personally, he would want to see 25% or 30%. That would be the best number.

Council Member Cardoza verified the amount that should be in the sewer contingency was \$20 million.

Mr. Empey said \$15 million to \$20 million.

Mayor Stear noted the situation in Nampa when they got behind. They chose to bond but Mayor Stear felt, to be fiscally responsible, Kuna needed to make sure to keep up with the times. Fortunately, the water system was good. They were just getting behind on sewer.

Council President Buban-Vonder Haar asked how folks felt about water. She reviewed the rates being established.

Council Member Christensen asked, as new construction was built, were they attaching to pressurized irrigation or were they solely being attached to sewer moving forward.

Mr. Bachman estimated over 90% of users hooked up to pressurized irrigation. It was complex in the fact that if a property was brought into city limits and didn't have surface water they might work out a special arrangement with that particular development to run their own pressurized irrigation system but for the most part it was required to hook up to the City's pressurized irrigation system. The only exception to that was because of surface water rights. There were ground water rights, which was where drinking water came from, and surface water rights, which was where irrigation came from. The surface water rights determined if there was enough acreage to spread over that property of water.

Council Member Cardoza asked if there were any subdivisions that did not have pressurized irrigation available to them and if Mr. Bachman knew how many homes were hooked up from Butler.

Mr. Bachman replied almost all of them. He believed they finished that off the previous summer. It was a huge success. To answer the other question, he stated there were other subdivisions that did not have pressurized irrigation. They were working on a master plan to get them pressurized irrigation. It was a top priority for his department. He was hoping to have a plan to bring to Council soon.

Council Member Cardoza asked if they had taken into consideration those who did not have pressurized irrigation available to them and would be using potable water instead.

Mr. Bachman said they had and were working on isolating those users and a separate plan to bring back to Council in the weeks to come.

Council Member Cardoza asked if this made an exception to it.

Mr. Bachman replied it did not.

Council Member Christensen wondered if they were looking at this backwards. He asked, if this was a fund that was already self-sustaining, why not look at making sure those neighborhoods without access to pressurized irrigation had something in place to accommodate it.

Mr. Bachman said they fully understood and appreciated that. They felt the same way. Since it was a smaller group of people it would be best to come back with a seasonal plan for them. He gave some examples of their ideas and pointed out there were people whose neighbors had pressurized irrigation and fell in the same tier but refused to hook up.

Mayor Stear recalled, for the ones that did have access to hook up to pressurized irrigation, the City had made it easy for them to hook up and pay that out on an annual basis so they didn't have to come up with the entire fee at once. They needed to look at those who couldn't hook up so they wouldn't be punished for the City's inability to provide them services. Staff was working on it and he thought they would come up with something good.

Council President Buban-Vonder Haar stated they weren't proposing a change to their proposed billing. It was still in the resolution on page 312 of the entire packet. She read what was under Irrigation Water Use Fee and felt that already addressed it. She asked if they were wanting to tweak that further or adjust for between 5 and 10.

Mr. Bachman explained they just wanted to make sure they got it right and maybe look at it from a seasonal increase in water above that. They wanted to be sure they accurately reflected those costs.

Council President Buban-Vonder Haar clarified, if they implemented this that night, those folks would not be charged \$3.53 for 1,000 gallons of water; it would be \$1 for the irrigation season. They weren't proposing changes to how that was being handled.

Mayor Stear said that might even stay the same. It depended on what the best way to handle it was. It was not a major factor in implementing this as a whole.

Mr. Bachman estimated about 71% of the users would see a rate reduction.

Council President Buban-Vonder Haar asked how Council felt about passing the proposal and implementing that night.

Council was comfortable with that.

Council President Buban-Vonder Haar reviewed the Council's thoughts and concerns on sewer from the last meeting. Based on the lack of feedback she felt her concerns might have been unfounded.

Mayor Stear said, based on the information provided, it looked like the phased in approach would end up dramatically higher.

Council President Buban-Vonder Haar was not sure how to read the information.

City Treasurer Jared Empey reviewed how the phased in approach would work and the results. They were trying to get to a point where, under either plan, it was revenue neutral.

Mayor Stear explained, in order to catch up, the rates would be higher so it was more impactful than not doing a phased in approach at all.

Council President Buban-Vonder Haar was still not clear on what the rate increase would be that year if they went with a phased in approach but before going further down that rabbit hole she wanted to know if Council was interested in the phased in approach.

Mayor Stear said the phased in approach did not seem reasonable to him. His suggestion was to make sure everyone had ample notice of the increase.

Council Member McPherson suggested implementing on April 1<sup>st</sup> instead of March 1<sup>st</sup> to make sure there was ample notice.

Mr. Empey said they had discussed giving 60-day notice for the rate increase.

Council President Buban-Vonder Haar asked if they would be able to get notice out with that months billing.

Mr. Empey said they probably could. It was just a matter of getting it over to BDS. He asked if they wanted it as a flyer insert.

Council President Buban-Vonder Haar just wanted to make sure people were aware it was coming so they could plan for it. She did not want a one-time thing or a little note on the bill. People with electronic billing did not get any of the information printed on the bill.

Mayor Stear did not think a flyer insert would do any good. When he got mailings like that, he threw away everything but the bill. He suggested putting it on the bill and highlighting it.

Mr. Bachman suggested sending out a post card separately to the users notifying them of the change. That could be the best, cleanest way to do it.

Council President Buban-Vonder Haar was not confident people would notice a post card. Also, people who rent might receive the post card and not the property owner. She was not opposed to doing a post card but felt it also should be included with the bill. She was still concerned about how to let those who used electronic billing know about this.

Mr. Bachman said in addition to the mailer they could do a press release. That might be their only other option to reach those folks.

Council President Buban-Vonder Haar was still not confident in that plan.

Mayor Stear said that had been a long-standing problem with notifications. The best they could do was use social media platforms, send out post cards, and do the best they could with that.

Mr. Bachman said they could follow up with Xpress Bill Pay to see if they had an option to reach those customers.

Council President Buban-Vonder Haar said it used to be that a customer could click and view what the paper bill would have been. She asked if that was an option.

Mr. Bachman said they could look into that and do everything possible to make it happen.

Council further discussed the phased in approach.

Council Member Cardoza recommended whatever notice was sent out address the wear and tear on the facilities more than growth. It should be explicit this did not have to do with growth. He also shared some folks asked him why this increase was needed if the City just took a 3% increase and he didn't have an answer for that.

Mayor Stear explained the 3% tax increase went into the general fund and it was illegal to use general funds to pad water and sewer funds.

Council President Buban-Vonder Haar asked if Council felt April 1<sup>st</sup> was enough notice.

Mr. Bachman clarified staff's preference was for the user rate changes to go April 1<sup>st</sup> but the hook up fees to start immediately.

Council President Buban-Vonder Haar clarified what verbiage to use in the motions to reflect that.

**I. Consideration to approve Resolution No. R01-2020**

A RESOLUTION AMENDING PORTIONS OF RESOLUTION R84-2017 THAT: SETS FORTH THE AUTHORITY FOR ADOPTING WATER CONNECTION FEES AND MONTHLY WATER SERVICE RATES; ESTABLISHES FEES FOR CONNECTING TO THE WATER SYSTEM; ESTABLISHES WATER USE FEES THAT ARE NOW AMENDED WITH WATER RATE CHANGES FOR ALL CUSTOMERS; PROVIDES FOR MISCELLANEOUS WATER CUSTOMER SERVICE POLICIES; SETS FORTH MINIMUM LINE SIZES; REPEALS FEES ESTABLISHED BY EARLIER RESOLUTIONS; AND SETS AN EFFECTIVE DATE.

**Council President Buban-Vonder Haar moved to close evidence presentation and approve Resolution No. R01-2020 with the notation that the fees as outlined in Exhibit A would go into effect April 1, 2020. Seconded by Council Member McPherson. Motion carried: 4-0.**

**2. Consideration to approve Resolution No. R02-2020**

A RESOLUTION AMENDING CERTAIN SECTIONS OF RESOLUTION R83-2017 THAT: SETS FORTH THE AUTHORITY FOR ADOPTING SEWER FEES; ESTABLISHES FEES FOR CONNECTING TO SEWER SYSTEM; ESTABLISHES MONTHLY SEWER USE FEES THAT ARE NOW AMENDED WITH SEWER RATE CHANGES FOR ALL CUSTOMERS; SETS FORTH MINIMUM LINE SIZES; REPEALS FEES ESTABLISHED BY EARLIER RESOLUTIONS; AND SETS AN EFFECTIVE DATE.

**Council President Buban-Vonder Haar moved to approve Resolution No. R02-2020 with the notation that the fees as outlined in Exhibit A would go into effect April 1, 2020. Seconded by Council Member McPherson. Motion carried: 4-0.**

**C. Public Hearing and Consideration to approve 19-06-ZC (Rezone) & 19-07-S (Preliminary Plat) – Doug Hanson, Planner I ACTION ITEM  
(Timestamp 00:57:46)**

On behalf of Carl Bader (owner), JUB Engineers requests to rezone one parcel consisting of approximately 7.25 acres from an “A” (Agriculture) to “R-6” (Medium Density Residential) zoning district classification and to subdivide the 7.25 acres into 35 total lots (twenty-nine (29) buildable lots, six (6) common lots). The subject site is located at 750 S. Ten Mile Road, Kuna, ID 83634, within Section 26, Township 2 North, Range 1 West; (APN: R5070503500).

Doug Hanson, Planner I, presented the staff report and stood for questions.

Wendy Shrief with JUB Engineers, 250 S Beechwood Drive, Boise, Idaho 83709, represented the applicant. She presented the request and stood for questions.

Council President Buban-Vonder Haar asked if there was a plan to create more centralized open space as recommended by the Planning & Zoning Commission.

Ms. Shrief said unfortunately the hearing had been closed when the commission discussed how they could achieve the net density requirements. They figured out how to achieve that net density without losing a lot. That was their preference so, no, they had not created an additional open space in the center of the subdivision.

Council President Buban-Vonder Haar asked, given that staff specifically mentioned in the report the recommendation that condition continue, if staff was okay with the fact that there was not a plan to do this.

Mr. Hanson replied he made note of it in the report because it was a recommendation of the Commission but, as the site plan sat now, it did meet all the dimensional standards of Kuna City Code. He still recommended, regardless of the conditions proposed, they submit a new preliminary plat so the staff and the City Engineer could review it. The site plan did not have all the specifics they would see on a preliminary plat. It was fairly basic.

Council President Buban-Vonder Haar asked if they should have that before approving.

Mr. Hanson was not sure.

Ms. Shrief felt it was good practice to require a new preliminary plat be submitted prior to submitting the final plat. It could prevent a lot of problems later.

Mr. Hanson suggested this could be approved but staff would have to receive the preliminary plat before they would accept a final plat application to see that the conditions were met on the preliminary plat displaying what was on page 405 of the overall packet.

Ms. Shrief reiterated they met all the dimensional standards for the zone. The recommendation came up when trying to figure out how they could meet those standards.

Council President Buban-Vonder Haar asked if staff wanted them to remove Condition 17 to work with staff to create more centralized open space.

Mayor Stear said they could go with staff's recommendation or they could move on to the public hearing and continue to a date certain where it could come back with a revised preliminary plat.

Ms. Shrief reiterated their preference not to lose a lot but they also wanted to finish the hearing that night.

Council President Buban-Vonder Haar just wanted clarification from staff on the requirements and conditions.

Planning & Zoning Director Wendy Howell said they could move forward that night and provide additional open space between the preliminary plat and final plat. They did not need another preliminary plat.

Council President Buban-Vonder Haar reviewed the issue and asked for clarification.

Ms. Howell said there was no need for a revised preliminary plat at that time and if they were able to reduce their net density down to six dwellings per acre as requested by Planning & Zoning then they could move forward with it as is.

Mayor Stear said open space was a different subject than reducing the number of homes.

Ms. Howell stated recommended condition 16 said “Applicant shall work with staff to reduce the net density to six net dwelling units per acre”.

Council President Buban-Vonder Haar said, as she understood it, at the Planning & Zoning Commission meeting they were sitting at 6.26 so they were technically exceeding R-6. If she was understanding the applicant’s testimony correctly, at that meeting there was discussion about creating more centralized open space, perhaps as a means of achieving, not exceeding, an R-6 designation. They were able to fiddle some things to get to exactly 6.0 without having to create additional centralized open space. So, they would be removing conditions of approval 16 and 17 and there would be no more changes to the preliminary plat in theory.

Ms. Howell said that was her understanding.

Council Member Christensen clarified one condition was contingent on the other. It was not a separate issue when it came to the open space. It was strictly an issue of density.

Ms. Howell said the Commission would have liked additional open space but it was suggested as a way to come up with the net density.

Ms. Shrief stated they were at 5.7% open space and almost half an acre of usable open space.

Mayor Stear asked if the 5.7 % open space included all open space or just the spot coming in.

Mr. Hanson said it was just the usable open space; the one “L” shape in the top left corner.

Mayor Stear opened the Public Hearing.

Support: None

Against: None

Neutral:

Cindy Giesen, 1363 S Ash Avenue, Kuna, Idaho 83634, lived a little way away from this property. She was not opposed to the R-6 because the agricultural lands had been eaten up around them. A lot of subdivisions were in that area now and a lot of them dumped out onto Ten Mile Road. She was concerned about the traffic. They always were. She wanted to remind Council this area was mostly rural roads and south of the railroad tracks where there were no emergency services. This would add more people without solving these problems. The ACHD report said it was based on 2013 traffic flow and since 2013 a lot had been added to that little area of Ten Mile. Also, this plan chose Sunbeam as being their main road so she assumed it would go all the way through to her road, S Ash. They just had a hearing last week about 31 homes on S Ash. That would make 350 homes on their street. Planning & Zoning agreed that was a lot of traffic on their street, access onto Avalon was terrible, there was the blind hill, and danger to children, but they approved the R-6 zoning anyway. She felt they should get an up to date summary on the impact on Ten Mile and Sunbeam that went through. Desert Hawk 4 was approved with the assumption it would not open. That was a year and a half ago and now it looked like it was going to be open since it was going to be a main road. She wanted that looked into. She was also concerned about the missing data. Often at these hearings she would hear applicants say they didn't bring certain documents. She hoped those got into the paperwork because it was impossible to look back and see what was going on. For instance, with a development on Ash Street, three planners asked that the plan be brought back at R-4. When it came back after being delayed 3 months, everyone forgot it was supposed to come back as R-4 and they went ahead and approved it anyways. It wasted everyone's time. She also wanted to talk about lighting. When Desert Hawk came in December of 2017 it was approved and the kind of light was not acknowledged in the Planning & Zoning documents. She tried to find out what kind they would be using because she looked directly at that property. She was told not to worry about it because they would be in the building. Suddenly the lights appeared and they were bright. They were not dark sky in her experience. She had to look at them for a year while they lit up 9 acres of empty land. She tried to live with it but she couldn't. She submitted a report that was never responded to. Now it was 2020 and they had started building the homes and she had been given another lead to another department. She still could not find out what light they were using to know if she even had reason to complain. It was obvious they weren't dark sky because they were bright white.

Mayor Stear asked if she worked with staff on dark sky.

Ms. Giesen appreciated that they looked at that but she wasn't seeing it happening. Until they were included in the P & Z documents, she didn't think they should be approved because they didn't know what was going in.

Mayor Stear clarified she had worked with staff on the City's policy on the lighting.

Ms. Giesen said not specifically, only that they were going to update the zoning codes and that they would put dark skies in there. They put the words dark sky in their documents but she wasn't seeing it.

Mayor Stear thought they had a hearing on it and she had made comments then.

Council President Buban-Vonder Haar said that was for the comp plan.

Ms. Giesen added she also brought it up at other hearings. She said this item did not have the lighting in it and asked that they not approve anything that was incomplete like this and that they get better codes.

Council President Buban-Vonder Haar read the listed condition of approval regarding lighting and dark skies practices.

Ms. Giesen said that was what they always said but there were things about intensity, shielding, and heights of poles. Some of the better plans had different zones. They didn't need lights like those in the Bi-Mart parking lot out in their rural area. She thought it should be part of the plan. It was easy; like telling them what kind of bush they would get.

Rebuttal: None

Council President Buban-Vonder Haar said it appeared everything was in order. It was a nice infill project. They had met all the requirements of Kuna City Code and the comp plan. She was ready to move forward. She asked if anyone had anything they wanted to discuss.

Mayor Stear said he was looking at the Public Works comments on page 415 of the overall package. It talked about the connection into the sewer system. It said there were approximately 89 EDU connections that might be available and developer participation might be needed to extend the Ten Mile lift station. Also, "Will Serve" commitments shall be based on available water and sewer capacities at the time of construction drawing approval. He was concerned it looked like they were getting down to the nitty gritty on number of hook ups available. He asked Public Works Director Bob Bachman if that was still the case or was that just the case when this document was drafted.

Mr. Bachman explained that was the case with everything that was committed. Some of those things changed rapidly. With the size of this they were comfortable moving forward with the "Will Serve". As for the part about maybe asking for participation, they addressed that during the construction drawings. The document did accurately reflect the time this was drafted in October but they had made some changes that helped with the capacity issues.

Mayor Stear said a major concern of his was the ability to serve and connections in that area. He asked Mr. Hanson that, when they got to the final plat, they address the dark skies so that was taken care of.

Mr. Bachman said that actually fell under Public Works. The reason it wasn't in the original packet Council sees was it was part of their standards. There were three lights allowed and they were constantly trying to improve on those as they got feedback. He could say the infill lights inside the subdivision were 46 watts, down from 110, and the boundary lights were in the 100-watt class but were actually 96 watts. They looked at every set of plans that came through the door to make sure the lights were one of those three to make sure they were dark sky compliant. They had been doing a better job at looking at placement of lights too. They were trying to balance that out a little better and be more forward thinking.

Mayor Stear knew they had been working on that quite a while. He just wanted to be sure they addressed Ms. Giesen's concerns.

Mr. Bachman was not sure of the exact science of what color temperature and all that should be used but they were continually working to make it better.

Council Member Cardoza stated he needed to abstain from voting due to a business relationship with Carl Bader.

**Council President Buban-Vonder Haar moved to close the public hearing and approve 19-06-ZC (Rezone) & 19-07-S (Preliminary Plat) with the conditions of approval as listed but deleting conditions 16 and 17 and to approve the Findings of Fact, Conclusions of Law and Order of Decision as presented in the packet. Seconded by Council Member McPherson. Motion carried: 3-0-1. Council Member Cardoza abstained.**

- D.** Public Hearing and Consideration to approve 19-07-ZC (Rezone) & 19-03-S (Preliminary Plat) for Robin Hood Subdivision – Troy Behunin, Planner III & Mark Tate, M3 Companies (Owner) **ACTION ITEM**  
(Timestamp 01:33:04)

The applicant, JUB Engineers, on behalf of M3 Companies (Owner), requests approval to rezone approx. 25.08 acres and subdivide approx. 37.61 acres into 137 total lots. This site is located near the NEC of Cloverdale and Kuna Roads, Kuna, Idaho, in Section 22, Township 2 North, Range 1 East (APN #'s S1422212410; S1422212000; S1422233700).

Troy Behunin, Planner III, presented the staff report and stood for questions.

Mark Tate, M3 Companies, reviewed the application and noted the streets in this neighborhood would be public. He stood for questions.

Mayor Stear opened the Public Hearing.

Support: None

Against:

John Lawson, 1537 Cow Horse Drive, Kuna, Idaho 83634, lived in the county not in the city. It was really important to him and his neighbors to know the schedule for this kind of disturbance. They had seen recently, with the addition of a gas line on Cloverdale, that everything could get balled up with rerouted traffic. They were concerned that, when Falcon Crest really started to develop this, Cloverdale was not big enough to handle this. As big as the project was, it could be a long-time traffic would be a mess. He knew it was an ACHD issue but he also thought it was part of proactive planning for a city. He asked for a schedule and if they had any input on where roads went and access. He felt the City should think about how they impacted the county. He thought it would be good to have a schedule and information on how this would happen published in Kuna Melba News.

Mayor Stear was open to discussing that.

Public Works Director Bob Bachman shared they had discussed it in the pre-construction meeting. They talked about getting early notices so they could do press releases and work with the Clerk's Office to get as much information out as they could, especially when there would be closures. Mr. Tate and his team were all on board. He felt they should be able to handle that.

Mayor Stear thought at some point they should make that a policy. He thanked Mr. Bachman.

Mr. Behunin added staff already produced a list of people living within a certain distance of the project. They could reproduce that list in 5 to 6 minutes to make it even easier.

Mayor Stear asked about comments on page 461 of the overall packet regarding the cul-de-sacs connecting and staff's inability to find that connection. Staff said they would support a no connection if the fire district approved it but there was not really an answer to that in the fire district's comment. There was no conversation beyond that.

Mr. Tate explained the connection referred to two cul-de-sacs that were longer than the standard cul-de-sac. He explained the reason for that and shared they had discussed this with ACHD and they were comfortable with the cul-de-sacs the way they were as long as there was adequate emergency access which they were planning to have between the ends of the cul-de-sacs and by the clubhouse area.

Mayor Stear clarified fire would make comment on these things during the construction drawing stage.

Neutral: None

Rebuttal: None

Council President Buban-Vonder Haar said it appeared everything was in order and compliant.

**Council President Buban-Vonder Haar moved to close the public hearing and approve 19-07-ZC (Rezone) & 19-03-S (Preliminary Plat) with the conditions of approval as listed and the Findings of Fact, Conclusions of Law and Order of Decision as presented in the packet. Seconded by Council Member McPherson. Motion carried: 4-0.**

**7. Business Items:**

Consideration to approve \$24,000 from contingency for a designated City Hall Vehicle – Bob Bachman, Public Works Director **ACTION ITEM**  
(Timestamp 01:56:50)

Public Works Director Bob Bachman explained the need for another vehicle for City Hall. He noted they were just about \$22,000 under budget for the vehicles they purchased that year and stood for questions.

Council President Buban-Vonder asked if the plan was to continue getting hybrid vehicles.

Mr. Bachman replied yes. They were looking at probably getting the all-wheel drive Eco-Boost. It wasn't a hybrid but they could look to see if they had any hybrid sport utility vehicles.

Council President Buban-Vonder Haar preferred to be forward thinking and as responsible as they could and hybrid vehicles were better for city driving. If that could bring the City's fuel bill down significantly there was value in that.

Mr. Bachman said okay.

Council President Buban-Vonder asked if he would need more cushion if he hadn't priced that out.

Mr. Bachman requested moving to \$30,000 but he would do his best to stay under that.

**Council President Buban-Vonder Haar moved to approve the expenditure of up to \$30,000 from contingency for a designated City Hall Vehicle, preferably a hybrid vehicle. Seconded by Council Member McPherson. Motion carried: 4-0.**

**8. Ordinances:**

A. Consideration to approve Ordinance No. 2020-04 **ACTION ITEM**  
(Timestamp 02:00:57)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

- MAKING CERTAIN FINDINGS; and
- ENLARGING THE BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM BY THE INCLUSION OF ADA COUNTY ASSESSOR’S GREYHAWK LAND COMPANY LLC.; AND
- DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; and
- DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE AS PROVIDED BY LAW; and
- DIRECTING THE CITY ENGINEER TO PROVIDE NOTICE OF THIS ORDINANCE TO THE NEW YORK IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; and
- PROVIDING AN EFFECTIVE DATE.

**Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2020-04. Seconded by Council Member McPherson. Motion carried: 4-0.**

**Council President Buban-Vonder Haar moved to approve Ordinance No. 2020-04. 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.**

**B. Consideration to approve Ordinance No. 2020-05 ACTION ITEM**  
(Timestamp 02:02:19)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

- MAKING CERTAIN FINDINGS; and
- ENLARGING THE BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM BY THE INCLUSION OF ADA COUNTY ASSESSOR’S PATAGONIA DEVELOPMENT LLC.; AND
- DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; and
- DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE AS PROVIDED BY LAW; and
- DIRECTING THE CITY ENGINEER TO PROVIDE NOTICE OF THIS ORDINANCE TO THE NEW YORK IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; and
- PROVIDING AN EFFECTIVE DATE.

**Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2020-05. Seconded by Council Member McPherson. Motion carried: 4-0.**

**Council President Buban-Vonder Haar moved to approve Ordinance No. 2020-05. 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.**

**C. Consideration to approve Ordinance No. 2020-06 ACTION ITEM**  
*(Timestamp 02:03:36)*

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

- MAKING CERTAIN FINDINGS; and
- ENLARGING THE BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM BY THE INCLUSION OF ADA COUNTY ASSESSOR’S THOMAS PETERSON & TAMELA WHITE; AND
- DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; and
- DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE AS PROVIDED BY LAW; and
- DIRECTING THE CITY ENGINEER TO PROVIDE NOTICE OF THIS ORDINANCE TO THE BOISE~KUNA IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; and
- PROVIDING AN EFFECTIVE DATE.

**Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2020-06. Seconded by Council Member McPherson. Motion carried: 4-0.**

**Council President Buban-Vonder Haar moved to approve Ordinance No. 2020-06. 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. Consideration to approve Ordinance No. 2020-07 ACTION ITEM**  
*(Timestamp 02:04:51)*

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

- MAKING CERTAIN FINDINGS; AND
- REZONING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY PARCEL NO. S1419333450 OWNED BY SERGEY STADNITSKY JR, SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO; AND
- AMENDING THE ZONING MAP; AND

- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

**Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2020-07. Seconded by Council Member McPherson. Motion carried: 4-0.**

**Council President Buban-Vonder Haar moved to approve Ordinance No. 2020-07. Seconded by Council Member McPherson. Approved by the following roll call vote: Voting Aye: Council Members Cardoza, Christensen, Buban-Vonder Haar, and McPherson**

**Voting No: None**

**Absent: None**

**Motion carried: 4-0.**

- E.* Consideration to approve Ordinance No. 2020-08 **ACTION ITEM**  
(Timestamp 02:05:57)

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

- AMENDING SECTION 4 OF CHAPTER 1 OF TITLE 3 KUNA CITY CODE AMENDING THE ALCOHOLIC BEVERAGES LICENSE REDUCED FEES DATES; AND
- AMENDING SECTION 13 OF CHAPTER 1 OF TITLE 3 KUNA CITY CODE AMENDING THE ALCOHOLIC BEVERAGES LICENSE EXPIRATION DATE; AND
- DIRECTING THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

**Council President Buban-Vonder Haar moved to waive three readings of Ordinance No. 2020-08. Seconded by Council Member McPherson. Motion carried: 4-0.**

**Council President Buban-Vonder Haar moved to approve Ordinance No. 2020-08. Seconded by Council Member McPherson. Approved by the following roll call vote: Voting Aye: Council Members Cardoza, Christensen, Buban-Vonder Haar, and McPherson**

**Voting No: None**

**Absent: None**

**Motion carried: 4-0.**

**Council President Buban-Vonder Haar moved to approve summary publication of Ordinance No. 2020-08. Seconded by Council Member McPherson. Motion carried: 4-0.**

**9. Mayor/Council Announcements:***(Timestamp 02:07:15)*

Council Member McPherson announced he and his wife were having another baby.

Council and staff congratulated him.

Mayor Stear shared there would be some interesting things regarding the collection of property taxes coming up in the legislative session. He reviewed a few things that could possibly change but nothing was in the form of a bill yet.

**10. Executive Session:***(Timestamp 02:09:46)*

Convene Executive Session pursuant to:

Idaho Code Section 74-206 (1)(c)

- (c) To receive information regarding the acquisition of an interest in real property which is not owned by the City of Kuna.

**Council President Buban-Vonder Haar moved to convene the Executive Session pursuant to Idaho Code Section 74-206 (1)(c) to receive information regarding the acquisition of an interest in real property not owned by the City. Seconded by Council Member McPherson. Motion carried 4-0.**

Mayor Stear indicated he, Council, City Attorney Marc Bybee, and Parks Director Bobby Withrow would remain for the Executive Session.

---

**Executive Session City Council Regular Meeting of January 21, 2020** – The City Council, upon a unanimous vote, convened into the Executive Session, pursuant to Idaho Code Section 74-206 (1)(c) to receive information regarding the acquisition of an interest in real property not owned by the City. The executive session was convened at 8:10 p.m. In attendance was Mayor Joe Stear, Council President Briana Buban-Vonder Haar, Council Member Richard Cardoza, Council Member Warren Christensen, and Council Member Greg McPherson. Also, in attendance by request of the Mayor and Council, was City Attorney Marc Bybee, and Parks Director Bobby Withrow. Mr. Withrow was appointed as special clerk to take the minutes of this executive session. Information was then provided by Mr. Withrow, City Attorney Bybee to the Mayor and the Members of the City Council regarding the subject of the executive session. At 8:26 p.m. Council President Buban-Vonder Haar moved and Council Member McPherson seconded to come out of executive session and to reconvene into open session which motion passed unanimously.

---

Bobby Withrow, Clerk of Executive Sessions

---

**Open session resumed** and Mayor Stear reported information was received during the executive session relative to the announced purposes and no action was taken.

***11. Adjournment: 8:26 P.M.***

---

Joe L. Stear, Mayor

ATTEST:

---

Chris Engels, City Clerk

*Minutes prepared by Ariana Welker, Deputy City Clerk*

*Date Approved: CCM 02.04.2020*



**IN FAVOR**

**NEUTRAL**

**IN OPPOSITION**

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**IN FAVOR**

**NEUTRAL**

**IN OPPOSITION**

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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



**IN FAVOR**

**NEUTRAL**

**IN OPPOSITION**

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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



# CITY OF KUNA

751 W. 4<sup>th</sup> Street • Kuna, Idaho • 83634 • Phone (208) 922-5274  
Fax: (208) 922-5989 • www.Kunacity.Id.gov

## SIGN-UP SHEET January 21, 2020 – City Council Public Hearing

**Case Name: 19-06-ZC (Rezone) and 19-07-S (Preliminary Plat) – Kern River Heights Subdivision**

**Case Type:** Kern River Heights Subdivision; On behalf of Carl Bader (owner), JUB Engineers requests to rezone one parcel consisting of approximately 7.25 acres from an “A” (Agriculture) to “R-6” (Medium Density Residential) zoning district classification and to subdivide the 7.25 acres into 35 total lots (twenty-nine (29) buildable lots, six (6) common lots). The subject site is located at 750 S. Ten Mile Road, Kuna, ID 83634, within Section 26, Township 2 North, Range 1 West; (APN: R5070503500).

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

IN FAVOR	NEUTRAL	IN OPPOSITION
<input checked="" type="checkbox"/> <b>Testify</b> <input type="checkbox"/> <b>Not Testify</b> Wendy Shrief Print Name 250 Beechwood Print Address Boise City                      State, Zip	<input checked="" type="checkbox"/> <b>Testify</b> <input type="checkbox"/> <b>Not Testify</b> Eindy Gersen Print Name 1363 S Ash Print Address Kuna ID 83634 City                      State, Zip	<input type="checkbox"/> <b>Testify</b> <input type="checkbox"/> <b>Not Testify</b> _____ Print Name _____ Print Address _____ City                      State, Zip
<input type="checkbox"/> <b>Testify</b> <input type="checkbox"/> <b>Not Testify</b> _____ Print Name _____ Print Address _____ City                      State, Zip	<input type="checkbox"/> <b>Testify</b> <input type="checkbox"/> <b>Not Testify</b> _____ Print Name _____ Print Address _____ City                      State, Zip	<input type="checkbox"/> <b>Testify</b> <input type="checkbox"/> <b>Not Testify</b> _____ Print Name _____ Print Address _____ City                      State, Zip
<input type="checkbox"/> <b>Testify</b> <input type="checkbox"/> <b>Not Testify</b> _____ Print Name _____ Print Address _____ City                      State, Zip	<input type="checkbox"/> <b>Testify</b> <input type="checkbox"/> <b>Not Testify</b> _____ Print Name _____ Print Address _____ City                      State, Zip	<input type="checkbox"/> <b>Testify</b> <input type="checkbox"/> <b>Not Testify</b> _____ Print Name _____ Print Address _____ City                      State, Zip

**IN FAVOR**

**NEUTRAL**

**IN OPPOSITION**

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**IN FAVOR**

**NEUTRAL**

**IN OPPOSITION**

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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

Testify       Not Testify

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

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

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



### CITY OF KUNA

751 W. 4<sup>th</sup> Street • Kuna, Idaho • 83634 • Phone (208) 922-5274  
Fax: (208) 922-5989 • www.Kunacity.Id.gov

## SIGN-UP SHEET

January 21, 20209 – City Council, Public Hearing

Case Name: Robin Hood Subdivision: Request by M3 Companies

Case Type: The applicant, JUB Engineers, on behalf of M3 Companies (Owner), requests approval to rezone approx. 25.08 acres and subdivide approximately 37.61 acres into 137 total lots. This site is located near the NEC of Cloverdale and Kuna Roads, Kuna, Idaho, in Section 22, Township 2 North, Range 1 East (APN #'s S1422212410; S1422212000; S1422233700).

Case No's: 19-07-ZC & 19-03-S – Preliminary Plat and Rezone applications.

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

IN FAVOR		NEUTRAL		IN OPPOSITION	
<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input checked="" type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>
_____ Print Name		_____ Print Name		_____ Print Name	
_____ Print Address		_____ Print Address		_____ Print Address	
City	State, Zip	City	State, Zip	City	State, Zip
<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>
_____ Print Name		_____ Print Name		_____ Print Name	
_____ Print Address		_____ Print Address		_____ Print Address	
City	State, Zip	City	State, Zip	City	State, Zip
<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>
_____ Print Name		_____ Print Name		_____ Print Name	
_____ Print Address		_____ Print Address		_____ Print Address	
City	State, Zip	City	State, Zip	City	State, Zip
<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>	<input type="checkbox"/> <u>Testify</u>	<input type="checkbox"/> <u>Not Testify</u>
_____ Print Name		_____ Print Name		_____ Print Name	
_____ Print Address		_____ Print Address		_____ Print Address	
City	State, Zip	City	State, Zip	City	State, Zip

*John Larson*  
Print Name  
*1537 Cowhorse*  
Print Address  
*Borise ID*  
City State, Zip

**IN FAVOR**

**NEUTRAL**

**IN OPPOSITION**

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

**Testify**       **Not Testify**

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

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

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

City of Kuna

Payment Approval Report - City Council Approval

Page: 1

Report dates: 1/17/2020-1/30/2020

Jan 29, 2020 04:55PM

## Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
<b>A COMPANY, INC.</b>												
1463	A COMPANY, INC.	114-9733926		STANDARD RESTROOM RENTAL, T273, BI-WEEKLY, CITY FARM, 12/9/19-1/5/20	01/16/2020	92.13	.00	01-6212 RENT- EQUIPMENT	1004	1/20		
Total 114-9733926:						92.13	.00					
1463	A COMPANY, INC.	114-9733929		ADA WHEELCHAIR ACCESSIBLE RESTROOM RENTAL, ADA493, STANDARD RESTROOM RENTAL, KK099, WEEKLY SERVICE, CITY HALL, 12/9/19-1/5/20	01/16/2020	303.05	.00	01-6212 RENT- EQUIPMENT	1004	1/20		
Total 114-9733929:						303.05	.00					
1463	A COMPANY, INC.	114-9733932		ADA WHEELCHAIR ACCESSIBLE RESTROOM RENTAL, ADANO#10, WEEKLY SERVICE, THE FARM PARK, 12/9/19-1/5/20	01/16/2020	198.12	.00	01-6212 RENT- EQUIPMENT	1004	1/20		
Total 114-9733932:						198.12	.00					
1463	A COMPANY, INC.	114-9733934		ADA WHEELCHAIR ACCESSIBLE RESTROOM RENTAL, ADA188, WEEKLY SERVICE, ARBOR RIDGE PARK, 12/9/19-1/5/20	01/16/2020	198.12	.00	01-6212 RENT- EQUIPMENT	1004	1/20		
Total 114-9733934:						198.12	.00					
1463	A COMPANY, INC.	114-9733937		ADA WHEELCHAIR ACCESSIBLE RESTROOM RENTAL, ADA392, BI-WEEKLY, SADIE CREEK PARK, 12/9/19- 1/5/20	01/16/2020	160.00	.00	01-6212 RENT- EQUIPMENT	1004	1/20		

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 114-9733937:						160.00	.00					
1463	A COMPANY, INC.	114-9733938		<u>ADA WHEELCHAIR ACCESSIBLE RESTROOM RENTAL, ADA 412, WEEKLY SERVICE, SEGO PRAIRIE POND/NICHOLSON PARK, 12/9/19-1/5/20</u>	01/16/2020	202.36	.00	01-6212 RENT-EQUIPMENT	1004	1/20		
Total 114-9733938:						202.36	.00					
1463	A COMPANY, INC.	114-9733939		<u>STANDARD RESTROOM RENTAL, ADA397, WINCHESTER PARK SUTTERS MILL, 12/9/19-1/5/20</u>	01/16/2020	160.00	.00	01-6212 RENT-EQUIPMENT	1004	1/20		
Total 114-9733939:						160.00	.00					
1463	A COMPANY, INC.	114-9778574		<u>ADA WHEELCHAIR ACCESSIBLE RESTROOM RENTAL, WEEKLY SERVICE, BUTLER PARK, 1/10/20-2/6/20</u>	01/23/2020	201.92	.00	01-6212 RENT-EQUIPMENT	1004	1/20		
Total 114-9778574:						201.92	.00					
Total A COMPANY, INC.:						1,515.70	.00					
<b>A.M.E. ELECTRIC, INC.</b>												
1210	A.M.E. ELECTRIC, INC.	200041		<u>SERVICE TO INSTALL NEW TRANSDUCER AT BUTLER WELL, 0-10 PSI SUBMERSIBLE TRANSDUCER, REPAIR AT BUTLER WELL, R. JONES.</u>	01/16/2020	1,389.00	.00	20-6150 M & R - SYSTEM	0	1/20		
Total 200041:						1,389.00	.00					
Total A.M.E. ELECTRIC, INC.:						1,389.00	.00					

ADA COUNTY HIGHWAY DISTRICT (RENT)



City of Kuna

## Payment Approval Report - City Council Approval

Page: 4

Report dates: 1/17/2020-1/30/2020

Jan 29, 2020 04:55PM

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
				'20 - WATER	01/15/2020	518.80	.00	20-6166_PP&E PURCHASES OPERATIONS	1203	1/20		
Total 14142:						648.50	.00					
Total BEDLINERS OF TREASURE VALLEY, INC.:						648.50	.00					
<b>BOLEN'S CONTROL HOUSE, INC.</b>												
617	BOLEN'S CONTROL HOUSE, INC.	S1301809.001	9459	5 EA FUSES (MERSEN ATQR4 FUSE 4A 600VAC/300VDC CLASS CC TIME DELAY AMP- TRAP 2000), STOCK, R. HERRERA, JAN '20	01/03/2020	75.64	.00	21-6150_M & R - SYSTEM	0	1/20		
Total S1301809.001:						75.64	.00					
Total BOLEN'S CONTROL HOUSE, INC.:						75.64	.00					
<b>BUYWYZ LLC</b>												
1795	BUYWYZ LLC	148607	9499	4 EACH CHAIR MATS. UTILITY BILLING, JAN '20 - ADMIN	01/17/2020	111.00	.00	01-6165 OFFICE SUPPLIES	0	1/20		
1795	BUYWYZ LLC	148607	9499	4 EACH CHAIR MATS. UTILITY BILLING, JAN '20 - WATER	01/17/2020	146.52	.00	20-6165 OFFICE SUPPLIES	0	1/20		
1795	BUYWYZ LLC	148607	9499	4 EACH CHAIR MATS. UTILITY BILLING, JAN '20 - SEWER	01/17/2020	146.51	.00	21-6165 OFFICE SUPPLIES	0	1/20		
1795	BUYWYZ LLC	148607	9499	4 EACH CHAIR MATS. UTILITY BILLING, JAN '20 - P.I.	01/17/2020	39.96	.00	25-6165 OFFICE SUPPLIES	0	1/20		
1795	BUYWYZ LLC	148607	9499	1 EACH SOAP DISPENSER, 1 CT MOP SPRAY, 1 EA DUST MOP FRAME, TREATMENT PLANT, DCROSSLEY, JAN'20- WATER	01/17/2020	47.85	.00	20-6025 JANITORIAL	0	1/20		
1795	BUYWYZ LLC	148607	9499	1 EACH SOAP DISPENSER, 1 CT MOP SPRAY, 1 EA DUST MOP FRAME, TREATMENT PLANT, DCROSSLEY, JAN'20 - SEWER	01/17/2020	47.85	.00	21-6025 JANITORIAL	0	1/20		

City of Kuna

## Payment Approval Report - City Council Approval

Page: 5

Report dates: 1/17/2020-1/30/2020

Jan 29, 2020 04:55PM

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
1795	BUYWYZ LLC	148607	9499	1 EACH SOAP DISPENSER, 1 CT MOP SPRAY, 1 EA DUST MOP FRAME, TREATMENT PLANT, DCROSSLEY, JAN'20 - P.I.	01/17/2020	18.22	.00	25-6025 JANITORIAL	0	1/20		
1795	BUYWYZ LLC	148607	9499	1 PR COMPUTER SPEAKER, 1 EA PENCIL CUP, CLERKS, JAN'20-ADMIN	01/17/2020	20.09	.00	01-6165 OFFICE SUPPLIES	0	1/20		
1795	BUYWYZ LLC	148607	9499	1 PR COMPUTER SPEAKER, 1 EA PENCIL CUP, CLERKS, JAN'20 - WATER	01/17/2020	.42	.00	20-6165 OFFICE SUPPLIES	0	1/20		
1795	BUYWYZ LLC	148607	9499	1 PR COMPUTER SPEAKER, 1 EA PENCIL CUP, CLERKS, JAN'20 - SEWER	01/17/2020	.42	.00	21-6165 OFFICE SUPPLIES	0	1/20		
1795	BUYWYZ LLC	148607	9499	1 PR COMPUTER SPEAKER, 1 EA PENCIL CUP, CLERKS, JAN'20 - P.I.	01/17/2020	.21	.00	25-6165 OFFICE SUPPLIES	0	1/20		
1795	BUYWYZ LLC	148607	9499	2 REAMS BLUE CARD STOCK, DSTEPHENS, JAN 20' - BLDG	01/17/2020	38.90	.00	01-6165 OFFICE SUPPLIES	1005	1/20		
1795	BUYWYZ LLC	148607	9499	1 EA THUMBDRIVE, 1 PKG DOT STICKERS, PARKS, JAN '20	01/17/2020	19.44	.00	01-6165 OFFICE SUPPLIES	1004	1/20		
1795	BUYWYZ LLC	148607	9499	1 BX PRONG FASTENER, J. REID, JAN. '20 - P&Z	01/17/2020	4.09	.00	01-6165 OFFICE SUPPLIES	1003	1/20		
1795	BUYWYZ LLC	148607	9499	1 BOX ENVELOPES, CITY HALL, JAN '20-ADMIN	01/17/2020	9.63	.00	01-6165 OFFICE SUPPLIES	0	1/20		
1795	BUYWYZ LLC	148607	9499	1 BOX ENVELOPES, CITY HALL, JAN '20 - P.I.	01/17/2020	2.53	.00	25-6165 OFFICE SUPPLIES	0	1/20		
1795	BUYWYZ LLC	148607	9499	1 BOX ENVELOPES, CITY HALL, JAN '20 - WATER	01/17/2020	6.59	.00	20-6165 OFFICE SUPPLIES	0	1/20		
1795	BUYWYZ LLC	148607	9499	1 BOX ENVELOPES, CITY HALL, JAN '20 - SEWER	01/17/2020	6.59	.00	21-6165 OFFICE SUPPLIES	0	1/20		
Total 148607:						666.82	.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
1795	BUYWYZ LLC	148607.1	9499	<u>1 CASE TOILET PAPER, 1 EACH SOAP REFILL, 1 EACH MOP HANDLE, 4 EACH DUST MOP REFILL, TREATMENT PLANT, DCROSSLEY, JAN'20-WATER</u>	01/21/2020	54.51	.00	<u>20-6025 JANITORIAL</u>	0	1/20		
1795	BUYWYZ LLC	148607.1	9499	<u>1 CASE TOILET PAPER, 1 EACH SOAP REFILL, 1 EACH MOP HANDLE, 4 EACH DUST MOP REFILL, TREATMENT PLANT, DCROSSLEY, JAN'20 - SEWER</u>	01/21/2020	54.51	.00	<u>21-6025 JANITORIAL</u>	0	1/20		
1795	BUYWYZ LLC	148607.1	9499	<u>1 CASE TOILET PAPER, 1 EACH SOAP REFILL, 1 EACH MOP HANDLE, 4 EACH DUST MOP REFILL, TREATMENT PLANT, DCROSSLEY, JAN'20 - P.I.</u>	01/21/2020	20.76	.00	<u>25-6025 JANITORIAL</u>	0	1/20		
1795	BUYWYZ LLC	148607.1	9499	<u>1 PR EARBUDS, CLERKS, JAN'20</u>	01/21/2020	3.52	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	1/20		
Total 148607.1:						133.30	.00					
1795	BUYWYZ LLC	148948	9518	<u>POST IT FLAGS, ADDRESS LABELS, MOUSE PAD, WRIST PILLOW SUPPORT, J REID, JAN. '20 - P&amp;Z</u>	01/23/2020	63.16	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	1/20		
1795	BUYWYZ LLC	148948	9518	<u>POST IT FLAGS, ADDRESS LABELS, MOUSE PAD, WRIST PILLOW SUPPORT, J REID, JAN. '20 - WATER</u>	01/23/2020	3.16	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	1/20		
1795	BUYWYZ LLC	148948	9518	<u>POST IT FLAGS, ADDRESS LABELS, MOUSE PAD, WRIST PILLOW SUPPORT, J REID, JAN. '20 - SEWER</u>	01/23/2020	3.16	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	1/20		
1795	BUYWYZ LLC	148948	9518	<u>POST IT FLAGS, ADDRESS LABELS, MOUSE PAD, WRIST PILLOW SUPPORT, J REID, JAN. '20 - P.I.</u>	01/23/2020	.70	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	1/20		
Total 148948:						70.18	.00					



City of Kuna

Payment Approval Report - City Council Approval

Page: 8

Report dates: 1/17/2020-1/30/2020

Jan 29, 2020 04:55PM

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
				#941D0120-10 FOR PLANT FUEL TANK, FREIGHT, T. SHAFFER, JAN. '20 - ADMIN	01/16/2020	258.00	.00	01-6300 FUEL	0	1/20		
2000	CHARLES R GNIECH	1052	9504	SYNTECH FUEL MASTER PROKEY ENCODER MODEL #941D0120-10 FOR PLANT FUEL TANK, FREIGHT, T. SHAFFER, JAN. '20 - WATER	01/16/2020	103.20	.00	20-6300 FUEL	0	1/20		
2000	CHARLES R GNIECH	1052	9504	SYNTECH FUEL MASTER PROKEY ENCODER MODEL #941D0120-10 FOR PLANT FUEL TANK, FREIGHT, T. SHAFFER, JAN. '20 - SEWER	01/16/2020	103.20	.00	21-6300 FUEL	0	1/20		
2000	CHARLES R GNIECH	1052	9504	SYNTECH FUEL MASTER PROKEY ENCODER MODEL #941D0120-10 FOR PLANT FUEL TANK, FREIGHT, T. SHAFFER, JAN. '20 - P.I.	01/16/2020	51.60	.00	25-6300 FUEL	0	1/20		
Total 1052:						516.00	.00					
Total CHARLES R GNIECH:						516.00	.00					
<b>CORE &amp; MAIN LP</b>												
63	CORE & MAIN LP	L589305	9496	207 EA REGISTERS, UPGRADED. B.BURR, JAN.'20	01/14/2020	24,840.00	.00	20-6020 CAPITAL IMPROVEMENTS	1056	1/20		
Total L589305:						24,840.00	.00					
Total CORE & MAIN LP:						24,840.00	.00					
<b>CUSTOM ELECTRIC, INC.</b>												
147	CUSTOM ELECTRIC, INC.	8311	9510	INSTALLATION OF 2 NEW VFD'S AT THE CRIMSON POINT LIFT STATION. 3 EA CLASS J REPLACEMENTS FUSES FOR THE VFD CABINET. T. FLEMING, JAN. '20	01/20/2020	24,319.31	.00	21-6166 PP&E PURCHASES - OPERATIONS	1057	1/20		
Total 8311:						24,319.31	.00					



City of Kuna

## Payment Approval Report - City Council Approval

Page: 10

Report dates: 1/17/2020-1/30/2020

Jan 29, 2020 04:55PM

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
				CONCENTRIC FULL BODY REDUCER, 12X12X6 IN FLANGED FULL BODY REDUCING TEE, 12" FLANGED FULL BODY CROSS, WEST WELL, T. FLEMING, JAN . '20	01/22/2020	2,199.74	.00	21-6020 CAPITAL IMPROVEMENTS	1157	1/20		
	Total 0735555:					2,199.74	.00					
219	FERGUSON ENTERPRISES INC	0735651	9524	25 FT TAPE MEASURE, 14" CONCRETE BLADE, WEST WELL, C. MCDANIELS, JAN. '20	01/23/2020	241.49	.00	21-6020 CAPITAL IMPROVEMENTS	1157	1/20		
	Total 0735651:					241.49	.00					
	Total FERGUSON ENTERPRISES INC:					2,441.23	.00					
<b>FILTRATION TECHNOLOGY</b>												
108	FILTRATION TECHNOLOGY	7969	9513	2 EA STENNER PUMPS, 3 EA STENNER #1 TUBES, 3 EA STENNER #2 TUBES, 2 EA STENNER 3/8" CHECK VALVE, 2 EA STENNER HEAD, 2 EA PULSAFEEDER CPVC CORP. STOP QUILL, LMI REPAIR KIT, HEAD ASSEMBLY, FOR CHLORINE WELL PUMP REPAIR, R. JONES, JAN. '20	01/16/2020	3,182.10	.00	20-6150 M & R - SYSTEM	0	1/20		
	Total 7969:					3,182.10	.00					
	Total FILTRATION TECHNOLOGY:					3,182.10	.00					
<b>FRED PRYOR SEMINARS</b>												
161	FRED PRYOR SEMINARS	032386424-20		TRAINING REWARDS RENEWAL, ID #917153, D.CROSSLEY, JAN.'20 - WATER	01/13/2020	125.58	.00	20-6265 TRAINING & SCHOOLING EXPENSE	0	1/20		
161	FRED PRYOR SEMINARS	032386424-20		TRAINING REWARDS RENEWAL, ID #917153, D.CROSSLEY, JAN.'20 - SEWER	01/13/2020	125.58	.00	21-6265 TRAINING & SCHOOLING EXPENSE	0	1/20		

City of Kuna

## Payment Approval Report - City Council Approval

Report dates: 1/17/2020-1/30/2020

Page: 11

Jan 29, 2020 04:55PM

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
161	FRED PRYOR SEMINARS	032386424-20		<u>TRAINING REWARDS RENEWAL, ID #917153, D.CROSSLEY, JAN.'20 - P.I</u>	01/13/2020	47.84	.00	<u>25-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	1/20		
Total 032386424-20013:						299.00	.00					
Total FRED PRYOR SEMINARS:						299.00	.00					
<b>IDAHO POWER CO</b>												
38	IDAHO POWER CO	01272020IP		<u>ELECTRIC SERVICE FOR JAN. '20 - ADMIN</u>	01/27/2020	465.66	.00	<u>01-6290 UTILITIES</u>	0	1/20		
38	IDAHO POWER CO	01272020IP		<u>ELECTRIC SERVICE FOR JAN. '20 - SENIOR CENTER</u>	01/27/2020	269.48	.00	<u>01-6290 UTILITIES</u>	1001	1/20		
38	IDAHO POWER CO	01272020IP		<u>ELECTRIC SERVICE FOR JAN. '20 - STREET LIGHTS</u>	01/27/2020	5,665.70	.00	<u>01-6290 UTILITIES</u>	1002	1/20		
38	IDAHO POWER CO	01272020IP		<u>ELECTRIC SERVICE FOR JAN. '20 - PARKS</u>	01/27/2020	1,320.54	.00	<u>01-6290 UTILITIES</u>	1004	1/20		
38	IDAHO POWER CO	01272020IP		<u>ELECTRIC SERVICE FOR JAN. '20 - WATER</u>	01/27/2020	8,017.94	.00	<u>20-6290 UTILITIES EXPENSE</u>	0	1/20		
38	IDAHO POWER CO	01272020IP		<u>ELECTRIC SERVICE FOR JAN. '20 - SEWER</u>	01/27/2020	19,913.80	.00	<u>21-6290 UTILITIES EXPENSE</u>	0	1/20		
38	IDAHO POWER CO	01272020IP		<u>ELECTRIC SERVICE FOR JAN. '20 - FARM</u>	01/27/2020	264.69	.00	<u>21-6090 FARM EXPENDITURES</u>	0	1/20		
38	IDAHO POWER CO	01272020IP		<u>ELECTRIC SERVICE FOR JAN. '20 - IRRIGATION</u>	01/27/2020	586.91	.00	<u>25-6290 UTILITIES EXPENSE</u>	0	1/20		
Total 01272020IP:						36,504.72	.00					
Total IDAHO POWER CO:						36,504.72	.00					
<b>IDAHO PRESS TRIBUNE, LLC</b>												
1802	IDAHO PRESS TRIBUNE, LLC	1197228	9480	<u>AD #: 1984402, LEGAL NOTICE, KUNA CITY ORDINANCE NO. 2019-50, HDP GREYHAWK LLC, MUNICIPAL REZONE, JAN. '20</u>	01/15/2020	237.06	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	1/20		

City of Kuna

## Payment Approval Report - City Council Approval

Page: 12

Report dates: 1/17/2020-1/30/2020

Jan 29, 2020 04:55PM

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
1802	IDAHO PRESS TRIBUNE, LLC	1197228	9480	<u>AD #: 1984400, LEGAL NOTICE, KUNA CITY ORDINANCE NO. 2020-03, CITY OF KUNA, A. WELKER, JAN. '20</u>	01/15/2020	50.14	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	1/20		
1802	IDAHO PRESS TRIBUNE, LLC	1197228	9480	<u>AD #: 1984406, LEGAL NOTICE, ORDINANCE NO. 2019-48, CITY OF KUNA, IDAHO, ORDINANCE AMENDING THE EXTERIOR BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM (PATAGONIA DEVELOPMENT LLC, REAL PROPERTY), A. WELKER, JAN. '20</u>	01/15/2020	269.85	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	1/20		
1802	IDAHO PRESS TRIBUNE, LLC	1197228	9480	<u>AD #: 1984401, LEGAL NOTICE, KUNA CITY ORDINANCE NO. 2020-02, CITY OF KUNA, A. WELKER, JAN. '20</u>	01/15/2020	50.14	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	1/20		
1802	IDAHO PRESS TRIBUNE, LLC	1197228	9480	<u>AD #: 1984407, LEGAL NOTICE, KUNA CITY ORDINANCE NO. 2019-35A, COTTONWOOD CROSSING FARM, LLC, MUNICIPAL ANNEXATION AND ZONING ORDINANCE, A. WELKER, JAN. '20</u>	01/15/2020	325.08	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	1/20		
1802	IDAHO PRESS TRIBUNE, LLC	1197228	9480	<u>AD #: 1984403, LEGAL NOTICE, KUNA CITY ORDINANCE NO. 2019-47, LESLEY PROPERTIES LLC, MUNICIPAL REZONE, A. WELKER, JAN. '20</u>	01/15/2020	211.17	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	1/20		
1802	IDAHO PRESS TRIBUNE, LLC	1197228	9480	<u>AD #: 1984404, LEGAL NOTICE, KUNA CITY ORDINANCE NO. 2019-46, BUREAU OF LAND MANAGEMENT, MUNICIPAL ANNEXATION AND ZONING ORDINANCE, A. WELKER, JAN. '20</u>	01/15/2020	321.63	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	1/20		
1802	IDAHO PRESS TRIBUNE, LLC	1197228	9480	<u>AD #: 1984405, LEGAL NOTICE, KUNA CITY ORDINANCE NO. 2019-49, GREYHAWK WEST LLC, GREYHAWK LAND COMPANY LLC &amp; BRADFORD A. WATERS, MUNICIPAL ANNEXATION, A. WELKER, JAN. '20</u>	01/15/2020	290.56	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	1/20		

City of Kuna

## Payment Approval Report - City Council Approval

Page: 13

Report dates: 1/17/2020-1/30/2020

Jan 29, 2020 04:55PM

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
1802	IDAHO PRESS TRIBUNE, LLC	1197228		<u>AD #: 1984408, LEGAL NOTICE, KUNA CITY ORDINANCE NO. 2019-01A, SELECT DEVELOPMENT &amp; CONTRACTING LLC, MUNICIPAL ANNEXATION AND ZONING ORDINANCE, A. WELKER, JAN. '20</u>	01/15/2020	464.58	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	1/20		
Total 1197228:						2,220.21	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1197888		<u>AD #: 1984410, LEGAL NOTICE, DOCUMENT 0030 ADVERTISEMENT FOR BIDS - PROJECT TITLE: MAIN ST, AVENUE C TO AVENUE A, KUNA, JAN. '20</u>	01/22/2020	277.31	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	1/20		
1802	IDAHO PRESS TRIBUNE, LLC	1197888		<u>AD #: 1984410, LEGAL NOTICE, DOCUMENT 0030 ADVERTISEMENT FOR BIDS - PROJECT TITLE: MAIN ST, AVENUE C TO AVENUE A, KUNA, JAN. '20</u>	01/22/2020	279.81	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	1/20		
Total 1197888:						557.12	.00					
Total IDAHO PRESS TRIBUNE, LLC:						2,777.33	.00					
<b>J &amp; M SANITATION, INC.</b>												
230	J & M SANITATION, INC.	01102020-011		<u>SANITATION RECEIPT TRANSFER, 01/10/2020- 01/16/2020</u>	01/17/2020	84,356.15	84,356.15	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	1/20	01/17/2020	
230	J & M SANITATION, INC.	01102020-011		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 01/10/2020-01/16/2020</u>	01/17/2020	-8,334.39	-8,334.39	<u>01-4170 FRANCHISE FEES</u>	0	1/20	01/17/2020	
Total 01102020-01162020:						76,021.76	76,021.76					
230	J & M SANITATION, INC.	01172020-012		<u>SANITATION RECEIPT TRANSFER, 01/17/2020- 01/23/2020</u>	01/24/2020	33,957.02	33,957.02	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	1/20	01/24/2020	

City of Kuna

Payment Approval Report - City Council Approval

Page: 14

Report dates: 1/17/2020-1/30/2020

Jan 29, 2020 04:55PM

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.	01172020-012		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 01/17/2020-01/23/2020</u>	01/24/2020	-3,354.95	-3,354.95	01-4170 <u>FRANCHISE FEES</u>	0	1/20	01/24/2020	
Total 01172020-01232020:						30,602.07	30,602.07					
Total J & M SANITATION, INC.:						106,623.83	106,623.83					
<b>JACK HENRY &amp; ASSOCIATES, INC.</b>												
1328	JACK HENRY & ASSOCIATES, INC.	3313030		<u>BANK FEES, DEC. '19 - ADMIN</u>	01/01/2020	47.12	.00	01-6505 <u>BANK FEES</u>	0	1/20		
1328	JACK HENRY & ASSOCIATES, INC.	3313030		<u>BANK FEES, DEC. '19 - WATER</u>	01/01/2020	32.24	.00	20-6505 <u>BANK FEES</u>	0	1/20		
1328	JACK HENRY & ASSOCIATES, INC.	3313030		<u>BANK FEES, DEC. '19 - SEWER</u>	01/01/2020	32.24	.00	21-6505 <u>BANK FEES</u>	0	1/20		
1328	JACK HENRY & ASSOCIATES, INC.	3313030		<u>BANK FEES, DEC. '19 - P.I.</u>	01/01/2020	12.41	.00	25-6505 <u>BANK FEES</u>	0	1/20		
Total 3313030:						124.01	.00					
Total JACK HENRY & ASSOCIATES, INC.:						124.01	.00					
<b>K &amp; L VENTURES</b>												
1949	K & L VENTURES	004A		<u>2019 MUSIC ON THE GREENBELT, KUNA ARTS COMMISSION, REISSUING CHECK</u>	06/20/2019	247.00	247.00	03-6379 <u>EXPENDITURES - ART SHOWS</u>	0	1/20	01/27/2020	
Total 004A:						247.00	247.00					
1949	K & L VENTURES	006A		<u>CITY OF KUNA CONCERT &amp; FIREWORKS VIEWING - AUG. 3, 2019 8PM-10:30PM, KUNA ARTS COMMISSION, REISSUING CHECK</u>	07/22/2019	70.00	70.00	01-6070 <u>DONATIONS EXPENSE</u>	0	1/20	01/27/2020	
Total 006A:						70.00	70.00					

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
1949	K & L VENTURES	007A		CITY OF KUNA SUMMER CONCERT SERIES - AUG. 10, 2019 - 6:30PM-9PM, KUNA ARTS COMMISSION, REISSUING CHECK	08/06/2019	70.00	70.00	03-6379 EXPENDITURES - ART SHOWS	0	1/20	01/27/2020	
Total 007A:						70.00	70.00					
Total K & L VENTURES:						387.00	387.00					
<b>KENDALL FORD OF MERIDIAN LLC</b>												
1616	KENDALL FORD OF MERIDIAN LLC	01222020KFM	9516	FORD ESCAPE, NEW CITY HALL CAR, C. OSWALD, JAN. '20 - ADMIN	01/22/2020	10,184.38	10,184.38	01-6045 CONTINGENCY	1213	1/20	01/24/2020	
1616	KENDALL FORD OF MERIDIAN LLC	01222020KFM	9516	FORD ESCAPE, NEW CITY HALL CAR, C. OSWALD, JAN. '20 - WATER	01/22/2020	6,968.26	6,968.26	20-6045 CONTINGENCY	1213	1/20	01/24/2020	
1616	KENDALL FORD OF MERIDIAN LLC	01222020KFM	9516	FORD ESCAPE, NEW CITY HALL CAR, C. OSWALD, JAN. '20 - SEWER	01/22/2020	6,968.26	6,968.26	21-6045 CONTINGENCY	1213	1/20	01/24/2020	
1616	KENDALL FORD OF MERIDIAN LLC	01222020KFM	9516	FORD ESCAPE, NEW CITY HALL CAR, C. OSWALD, JAN. '20 - P.I	01/22/2020	2,680.10	2,680.10	25-6045 CONTINGENCY FUND	1213	1/20	01/24/2020	
Total 01222020KFM:						26,801.00	26,801.00					
Total KENDALL FORD OF MERIDIAN LLC:						26,801.00	26,801.00					
<b>KUNA JT. SCHOOL DISTRICT NO. 3</b>												
199	KUNA JT. SCHOOL DISTRICT NO. 3	796		FIBER OPTIC LEASE FOR JANUARY 2020 - ADMIN	01/27/2020	114.00	.00	01-6255 TELEPHONE	0	1/20		
199	KUNA JT. SCHOOL DISTRICT NO. 3	796		FIBER OPTIC LEASE FOR JANUARY 2020 - WATER	01/27/2020	78.00	.00	20-6255 TELEPHONE EXPENSE	0	1/20		
199	KUNA JT. SCHOOL DISTRICT NO. 3	796		FIBER OPTIC LEASE FOR JANUARY 2020 - SEWER	01/27/2020	78.00	.00	21-6255 TELEPHONE EXPENSE	0	1/20		

City of Kuna

Payment Approval Report - City Council Approval

Page: 16

Report dates: 1/17/2020-1/30/2020

Jan 29, 2020 04:55PM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
199	KUNA JT. SCHOOL DISTRICT NO. 3	796		<u>FIBER OPTIC LEASE FOR JANUARY 2020 - P.I</u>	01/27/2020	30.00	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	1/20		
Total 796:						300.00	.00					
Total KUNA JT. SCHOOL DISTRICT NO. 3:						300.00	.00					
<b>KUNA LUMBER</b>												
499	KUNA LUMBER	A112471	9529	<u>1" LOCKNUT, 3/4" SPADE BIT, T25 TORX SCREWDRIVER BIT, 48" SHOVEL HANDLE, 1" TERMINAL ADAPTER, WEST WELL, R. WARWICK, JAN. '20</u>	01/24/2020	20.92	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1157	1/20		
Total A112471:						20.92	.00					
499	KUNA LUMBER	B134658	9465	<u>1.75 FT OF 1/4" COPPER COIL, 3/8" BALL VALVE, 2 EA 1/4" BRASS FLARE NUT, BUTLER WELL, J.COX, JAN.'20</u>	01/06/2020	16.26	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	1/20		
Total B134658:						16.26	.00					
499	KUNA LUMBER	B134936	9498	<u>RED LATEX ENAMEL, WHIE LATEX ENAMEL, PIN HINGE, BRASS KNOB, BRAD NAILS, 1 3 -PACK OF PAINT BRUSHES, PAINTER'S CAULK, SUBFLOOR ADHESIVE, CAULK GUN, REVERSE CUT JIG SAW BLADE, FIRRING STRIPS, LITTLE LIBRARY SUPPLIES, GREENBELT, PARKS, J MORFIN, JAN '20,</u>	01/15/2020	44.72	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	1/20		
Total B134936:						44.72	.00					
499	KUNA LUMBER	B135117	9511	<u>3 EA PAVERS FOR DOG PARK, B. VILLANUEVA, JAN. '20</u>	01/21/2020	9.42	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	1/20		

City of Kuna

Payment Approval Report - City Council Approval

Page: 17

Report dates: 1/17/2020-1/30/2020

Jan 29, 2020 04:55PM

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 B135117:						9.42	.00					
499	KUNA LUMBER	B135134	9514	<u>20 EA WASHERS, 20 EA HEX NUTS, 20 EA CARRIAGE BOLTS, FOR BENCH AND TABLE REPAIRS. B.VILLANUEVA, JAN.'20</u>	01/21/2020	14.58	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	1/20		
Total B135134:						14.58	.00					
499	KUNA LUMBER	B135220	9530	<u>8' POWER REPLACEMENT CORD, ELECTRICAL TAPE, 6 EA WIRE CONNECTORS, BUTLER WELL, J. WEBB, JAN. '20</u>	01/24/2020	11.70	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	1/20		
Total B135220:						11.70	.00					
499	KUNA LUMBER	B135222	9531	<u>1 GAL OF STAIN FOR BENCHES, M.MEADE, JAN. '20</u>	01/24/2020	35.09	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	1/20		
Total B135222:						35.09	.00					
499	KUNA LUMBER	B135334	9543	<u>2 EA 6V LANTERN BATTERIES, J. COULTER, JAN. '20</u>	01/28/2020	23.38	.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	1/20		
Total B135334:						23.38	.00					
Total KUNA LUMBER:						176.07	.00					
<b>LES SCHWAB TIRES</b>												
221	LES SCHWAB TIRES	12800403617	9478	<u>FRONT ROTORS TURNED ON TRUCK 23, SEWER, S. HOWELL, JAN. '20</u>	01/08/2020	55.98	.00	<u>21-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	1/20		
Total 12800403617:						55.98	.00					



Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				1/3/2020-2/2/2020 BILLING PERIOD(\$317.40), CONTRACT OVERAGE CHARGE FOR THE 12/3/2019-1/2/2020 OVERAGE PERIOD(\$51.46) - P&Z	01/07/2020	36.89	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	1/20		
Total AR809817:						368.86	.00					
1619	LOCAHAN LLC	AR814070		MODEL #: MPC307SPF, SERIAL #: C509P900318, CONTRACT OVERAGE CHARGE FOR THE 12/1/2019-12/31/2019 OVERAGE PERIOD - ADMIN	01/21/2020	99.52	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	1/20		
1619	LOCAHAN LLC	AR814070		MODEL #: MPC307SPF, SERIAL #: C509P900318, CONTRACT OVERAGE CHARGE FOR THE 12/1/2019-12/31/2019 OVERAGE PERIOD - WATER	01/21/2020	2.10	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	1/20		
1619	LOCAHAN LLC	AR814070		MODEL #: MPC307SPF, SERIAL #: C509P900318, CONTRACT OVERAGE CHARGE FOR THE 12/1/2019-12/31/2019 OVERAGE PERIOD - SEWER	01/21/2020	2.10	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	1/20		
1619	LOCAHAN LLC	AR814070		MODEL #: MPC307SPF, SERIAL #: C509P900318, CONTRACT OVERAGE CHARGE FOR THE 12/1/2019-12/31/2019 OVERAGE PERIOD - P.I.	01/21/2020	1.05	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	1/20		
1619	LOCAHAN LLC	AR814070		MODEL #: MPC307SPF, SERIAL #: C509P900318, CONTRACT LEASE CHARGE, COPYCARE INCL PARTS, LABOR, TONER, AND STAPLES, JAN. '20	01/21/2020	47.49	.00	01-6212 RENT- EQUIPMENT	0	1/20		
Total AR814070:						152.26	.00					
Total LOCAHAN LLC:						521.12	.00					
<b>MISCELLANEOUS VENDORS 2</b>												
1849	MISCELLANEOUS VENDORS 2	012220202719		REFUND FOR OVERPAYMENT OF BEER AND WINE LICENSE, FAMILY DOLLAR, JAN. '20	01/22/2020	25.00	25.00	01-4182 LICENSES / BEER	0	1/20	01/24/2020	

City of Kuna

## Payment Approval Report - City Council Approval

Page: 20

Report dates: 1/17/2020-1/30/2020

Jan 29, 2020 04:55PM

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
1849	MISCELLANEOUS VENDORS 2	012220202719		<u>REFUND FOR OVERPAYMENT OF BEER AND WINE LICENSE, FAMILY DOLLAR, JAN. '20</u>	01/22/2020	100.00	100.00	<u>01-4183 LICENSES / WINE</u>	0	1/20	01/24/2020	
Total 0122202027198:						125.00	125.00					
Total MISCELLANEOUS VENDORS 2:						125.00	125.00					
<b>NICK'S CUSTOM CURBS &amp; DECORATIVE CONCRET</b>												
1403	NICK'S CUSTOM CURBS & DECORATIVE CONCRET	1017	9540	<u>CONCRETE FLATWORK, WEST WELL REHAB PROJECT, T. FLEMING, JAN. '20</u>	01/27/2020	1,760.00	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1157	1/20		
Total 1017:						1,760.00	.00					
Total NICK'S CUSTOM CURBS & DECORATIVE CONCRET:						1,760.00	.00					
<b>PARTS, INC.</b>												
470	PARTS, INC.	204687	9453	<u>2 EA WIPER BLADES FOR TRUCK #25.S.HOWELL.JAN'20- WATER</u>	01/02/2020	15.25	.00	<u>20-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	1/20		
470	PARTS, INC.	204687	9453	<u>2 EA WIPER BLADES FOR TRUCK # 25, S. HOWELL, JAN. '20 -PI</u>	01/02/2020	3.81	.00	<u>25-6305 VEHICLE MAINTENANCE &amp; REPAIR</u>	0	1/20		
Total 204687:						19.06	.00					
470	PARTS, INC.	205010	9477	<u>BRAKE PAD &amp; SHOCKS FOR TRUCK #23, B.GILLOGLY, JAN. '20-SEWER</u>	01/08/2020	299.75	.00	<u>21-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	1/20		
470	PARTS, INC.	205010	9477	<u>2 EA WRENCHES, B.GILLOGLY, JAN' 20-ADMIN</u>	01/08/2020	18.49	.00	<u>01-6175 SMALL TOOLS</u>	0	1/20		
470	PARTS, INC.	205010	9477	<u>2 EA WRENCHES, B.GILLOGLY, JAN. '20-WATER</u>	01/08/2020	7.39	.00	<u>20-6175 SMALL TOOLS</u>	0	1/20		
470	PARTS, INC.	205010	9477	<u>2 EA WRENCHES, B.GILLOGLY, JAN. '20-SEWER</u>	01/08/2020	7.40	.00	<u>21-6175 SMALL TOOLS</u>	0	1/20		

City of Kuna

## Payment Approval Report - City Council Approval

Page: 21

Report dates: 1/17/2020-1/30/2020

Jan 29, 2020 04:55PM

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
470	PARTS, INC.	205010	9477	<u>2 EA WRENCHES, B.GILLOGLY, JAN. '20-PI</u>	01/08/2020	3.70	.00	<u>25-6175 SMALL TOOLS</u>	0	1/20		
Total 205010:						336.73	.00					
470	PARTS, INC.	205130	9482	<u>FUNNEL FOR OIL CATCHER, S. HOWELL, JAN. '20-ADMIN</u>	01/10/2020	17.61	.00	<u>01-6175 SMALL TOOLS</u>	0	1/20		
470	PARTS, INC.	205130	9482	<u>FUNNEL FOR OIL CATCHER, S. HOWELL, JAN. '20-WATER</u>	01/10/2020	7.04	.00	<u>20-6175 SMALL TOOLS</u>	0	1/20		
470	PARTS, INC.	205130	9482	<u>FUNNEL FOR OIL CATCHER, S. HOWELL, JAN. '20-SEWER</u>	01/10/2020	7.04	.00	<u>21-6175 SMALL TOOLS</u>	0	1/20		
470	PARTS, INC.	205130	9482	<u>FUNNEL FOR OIL CATCHER, S. HOWELL, JAN. '20-PI</u>	01/10/2020	3.52	.00	<u>25-6175 SMALL TOOLS</u>	0	1/20		
Total 205130:						35.21	.00					
470	PARTS, INC.	205168	9484	<u>HYDRAULIC OIL FILTER FOR CASE BACKHOE AT LAGOONS, S. HOWELL, JAN. '20</u>	01/10/2020	72.49	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	1/20		
Total 205168:						72.49	.00					
470	PARTS, INC.	205371	9495	<u>WINDSHIELD SPRAYER AND HOSE, SEWER TRUCK 23, S. HOWELL, JAN. '20</u>	01/14/2020	13.69	.00	<u>21-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	1/20		
Total 205371:						13.69	.00					
470	PARTS, INC.	205438	9500	<u>FUSE FOR PARKS JOHN DEERE GATOR, REPAIR, SHOWELL JAN '20s</u>	01/16/2020	2.36	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	1/20		
Total 205438:						2.36	.00					
470	PARTS, INC.	205725	9512	<u>WIPER BLADES FOR THE CITY CAR, JAN.'20 - ADMIN</u>	01/21/2020	7.49	.00	<u>01-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	1/20		

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
470	PARTS, INC.	205725	9512	<u>WIPER BLADES FOR THE CITY CAR, JAN.'20 - WATER</u>	01/21/2020	3.00	.00	<u>20-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	1/20		
470	PARTS, INC.	205725	9512	<u>WIPER BLADES FOR THE CITY CAR, JAN.'20 - SEWER</u>	01/21/2020	3.00	.00	<u>21-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	1/20		
470	PARTS, INC.	205725	9512	<u>WIPER BLADES FOR THE CITY CAR, JAN.'20 - P.I</u>	01/21/2020	1.49	.00	<u>25-6305 VEHICLE MAINTENANCE &amp; REPAIR</u>	0	1/20		
Total 205725:						14.98	.00					
Total PARTS, INC.:						494.52	.00					
<b>PEAK ALARM COMPANY, INC</b>												
1021	PEAK ALARM COMPANY, INC	1006395		<u>ALARM MONITORING FOR WELLS (SEGO PRAIRIE, SNOWHAWK, BUTLER, BEST BATH, EL CAJON, &amp; CEDAR), 02/1-29/20 - WATER</u>	02/01/2020	215.01	.00	<u>20-6140 MAINT. &amp; REPAIR BUILDING</u>	0	1/20		
1021	PEAK ALARM COMPANY, INC	1006395		<u>ALARM MONITORING FOR WELLS (SEGO PRAIRIE, SNOWHAWK, BUTLER, BEST BATH, EL CAJON, &amp; CEDAR), 2/1-29/20 - P.I</u>	02/01/2020	53.75	.00	<u>25-6140 MAINT &amp; REPAIR BUILDING</u>	0	1/20		
Total 1006395:						268.76	.00					
Total PEAK ALARM COMPANY, INC:						268.76	.00					
<b>PETROLEUM STORAGE TANK FUND</b>												
143	PETROLEUM STORAGE TANK FUND	26599		<u>PETROLEUM STORAGE TANK FINANCIAL RESPONSIBILITY INSURANCE, ORCHARD LIFT STATION, 3/1/2020-3/1/2021</u>	01/16/2020	25.00	25.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	1/20	01/24/2020	
Total 26599:						25.00	25.00					
Total PETROLEUM STORAGE TANK FUND:						25.00	25.00					

City of Kuna

## Payment Approval Report - City Council Approval

Page: 23

Report dates: 1/17/2020-1/30/2020

Jan 29, 2020 04:55PM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
<b>REXEL USA, INC.</b>												
1613	REXEL USA, INC.	X985909	9460	<u>LIGHT BALLAST FOR TREATMENT PLANT, S.HOWELL, JAN.20 - WATER</u>	01/06/2020	36.47	.00	<u>20-6140 MAINT. &amp; REPAIR BUILDING</u>	0	1/20		
1613	REXEL USA, INC.	X985909	9460	<u>LIGHT BALLAST FOR TREATMENT PLANT, S.HOWELL, JAN.'20 - SEWER</u>	01/06/2020	36.47	.00	<u>21-6140 MAINT &amp; REPAIR BUILDING</u>	0	1/20		
1613	REXEL USA, INC.	X985909	9460	<u>LIGHT BALLAST FOR TREATMENT PLANT, S.HOWELL, JAN.20 - P.I</u>	01/06/2020	13.90	.00	<u>25-6140 MAINT &amp; REPAIR BUILDING</u>	0	1/20		
Total X985909:						86.84	.00					
Total REXEL USA, INC.:						86.84	.00					
<b>SIME L LANGSTON</b>												
2017	SIME L LANGSTON	19.1177SP		<u>GREENBELT ACQUISITION FROM UNION PACIFIC RAIL ROAD PROPERTY, GRANT MATCH, JAN. '20</u>	01/21/2020	6,500.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1207	1/20		
Total 19.1177SP:						6,500.00	.00					
Total SIME L LANGSTON:						6,500.00	.00					
<b>SPECIALTY PLASTICS &amp; FABRICATI, INC.</b>												
1477	SPECIALTY PLASTICS & FABRICATI, INC.	76817		<u>6 PACKS OF O-RINGS, 1 EA PVC, M.NADEAU, JAN.'20</u>	01/10/2020	120.33	.00	<u>21-6140 MAINT &amp; REPAIR BUILDING</u>	0	1/20		
Total 76817:						120.33	.00					
Total SPECIALTY PLASTICS & FABRICATI, INC.:						120.33	.00					
<b>TREASURE VALLEY COFFEE</b>												
992	TREASURE VALLEY COFFEE	2160:06531853	9508	<u>3 EA 5-GALLON WATER BOTTLES, MAINTENANCE SHOP, JAN. '20</u>	01/17/2020	17.10	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	1/20		

City of Kuna

## Payment Approval Report - City Council Approval

Page: 24

Report dates: 1/17/2020-1/30/2020

Jan 29, 2020 04:55PM

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 2160:06531853:						17.10	.00					
992	TREASURE VALLEY COFFEE	2160:06531905	9508	<u>7 EA 5-GALLON WATER BOTTLES, CITY HALL, JAN. '20</u>	01/17/2020	39.90	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	1/20		
Total 2160:06531905:						39.90	.00					
992	TREASURE VALLEY COFFEE	2160:06531917	9508	<u>2 EA 5-GALLON WATER BOTTLES, PARKS ORCHARD OFFICE, JAN. '20</u>	01/17/2020	11.40	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	1/20		
Total 2160:06531917:						11.40	.00					
992	TREASURE VALLEY COFFEE	2160:06543521	9521	<u>5 EA 5-GALLON BOTTLES OF WATER, 2 SLEEVES CUPS, 1 CASE COFFEE, TREATMENT PLANT, C.OSWALD, JAN.'20 - WATER</u>	01/23/2020	39.42	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	1/20		
992	TREASURE VALLEY COFFEE	2160:06543521	9521	<u>5 EA 5-GALLON BOTTLES OF WATER, 2 SLEEVES CUPS, 1 CASE COFFEE, TREATMENT PLANT, C.OSWALD, JAN.'20 - SEWER</u>	01/23/2020	39.42	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	1/20		
992	TREASURE VALLEY COFFEE	2160:06543521	9521	<u>5 EA 5-GALLON BOTTLES OF WATER, 2 SLEEVES CUPS, 1 CASE COFFEE, TREATMENT PLANT, C.OSWALD, JAN.'20 - P.I</u>	01/23/2020	15.01	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	1/20		
Total 2160:06543521:						93.85	.00					
Total TREASURE VALLEY COFFEE:						162.25	.00					
<b>U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)</b>												
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	405056011		<u>COPIER CONTRACT #500-0519539-000, MODEL# MPC4504EX, SERIAL # C737M540938 &amp; C737M540155, CITY HALL, JAN.'20</u>	01/17/2020	412.85	.00	<u>01-6212 RENT-EQUIPMENT</u>	0	1/20		



City of Kuna

## Payment Approval Report - City Council Approval

Page: 26

Report dates: 1/17/2020-1/30/2020

Jan 29, 2020 04:55PM

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
				REFUND	01/28/2020	23.02	.00	21-4600_SEWER USER FEES	0	1/20		
1998	UTILITY REFUND #8	241016.00		MERLIN POINTE LLC, 278 N BAY HAVEN AVE, UTILITY REFUND	01/28/2020	4.50	.00	25-4700_PRESS. IRRIGATION USER FEES	0	1/20		
Total 241016.00:						58.19	.00					
1998	UTILITY REFUND #8	241026.00		HATHAWAY HOMES, 1135 E FOLGADO ST, UTILITY REFUND	01/28/2020	24.88	.00	20-4500_METERED WATER SALES	0	1/20		
1998	UTILITY REFUND #8	241026.00		HATHAWAY HOMES, 1135 E FOLGADO ST, UTILITY REFUND	01/28/2020	21.85	.00	21-4600_SEWER USER FEES	0	1/20		
1998	UTILITY REFUND #8	241026.00		HATHAWAY HOMES, 1135 E FOLGADO ST, UTILITY REFUND	01/28/2020	8.39	.00	25-4700_PRESS. IRRIGATION USER FEES	0	1/20		
Total 241026.00:						55.12	.00					
1998	UTILITY REFUND #8	241028.00		HATHAWAY HOMES, 1165 E FOLGADO ST, UTILITY REFUND	01/21/2020	36.54	.00	20-4500_METERED WATER SALES	0	1/20		
1998	UTILITY REFUND #8	241028.00		HATHAWAY HOMES, 1165 E FOLGADO ST, UTILITY REFUND	01/21/2020	34.73	.00	21-4600_SEWER USER FEES	0	1/20		
1998	UTILITY REFUND #8	241028.00		HATHAWAY HOMES, 1165 E FOLGADO ST, UTILITY REFUND	01/21/2020	10.21	.00	25-4700_PRESS. IRRIGATION USER FEES	0	1/20		
Total 241028.00:						81.48	.00					
1998	UTILITY REFUND #8	241032.00		MERLIN POINTE LLC, 249 N SAILER AVE, UTILITY REFUND	01/28/2020	32.08	.00	20-4500_METERED WATER SALES	0	1/20		
1998	UTILITY REFUND #8	241032.00		MERLIN POINTE LLC, 249 N SAILER AVE, UTILITY REFUND	01/28/2020	33.45	.00	21-4600_SEWER USER FEES	0	1/20		
1998	UTILITY REFUND #8	241032.00		MERLIN POINTE LLC, 249 N SAILER AVE, UTILITY REFUND	01/28/2020	6.60	.00	25-4700_PRESS. IRRIGATION USER FEES	0	1/20		

City of Kuna

## Payment Approval Report - City Council Approval

Report dates: 1/17/2020-1/30/2020

Page: 27

Jan 29, 2020 04:55PM

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 241032.00:						72.13	.00					
1998	UTILITY REFUND #8	241043.00A		<u>MERLIN POINTE LLC, 219N BAY HAVEN AVE. UTILITY REFUND</u>	01/24/2020	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
Total 241043.00A:						59.21	.00					
1998	UTILITY REFUND #8	241047.00		<u>MERLIN POINTE LLC, 293 N BAY HAVEN AVE. UTILITY REFUND</u>	01/21/2020	38.38	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
1998	UTILITY REFUND #8	241047.00		<u>MERLIN POINTE LLC, 293 N BAY HAVEN AVE. UTILITY REFUND</u>	01/21/2020	29.98	.00	<u>21-4600 SEWER USER FEES</u>	0	1/20		
1998	UTILITY REFUND #8	241047.00		<u>MERLIN POINTE LLC, 293 N BAY HAVEN AVE. UTILITY REFUND</u>	01/21/2020	5.32	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	1/20		
Total 241047.00:						73.68	.00					
1998	UTILITY REFUND #8	256002.00		<u>PARK PLACE PROPERTY MANAGEMENT, 760 W BACKPACK LN. UTILITY REFUND</u>	01/22/2020	93.07	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
1998	UTILITY REFUND #8	256002.00		<u>PARK PLACE PROPERTY MANAGEMENT, 760 W BACKPACK LN. UTILITY REFUND</u>	01/22/2020	.14	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	1/20		
Total 256002.00:						93.21	.00					
1998	UTILITY REFUND #8	268108.01		<u>CBH HOMES, 2690 W MIDNIGHT DR. UTILITY REFUND</u>	01/15/2020	72.43	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
1998	UTILITY REFUND #8	268108.01		<u>CBH HOMES, 2690 W MIDNIGHT DR. UTILITY REFUND</u>	01/15/2020	8.22	.00	<u>21-4600 SEWER USER FEES</u>	0	1/20		

City of Kuna

## Payment Approval Report - City Council Approval

Page: 28

Report dates: 1/17/2020-1/30/2020

Jan 29, 2020 04:55PM

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
1998	UTILITY REFUND #8	268108.01		<u>CBH HOMES, 2690 W MIDNIGHT DR. UTILITY REFUND</u>	01/15/2020	2.40	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	1/20		
Total 268108.01:						83.05	.00					
1998	UTILITY REFUND #8	268315.00A		<u>CBH HOMES, 2539 W QUILCEDA ST. UTILITY REFUND</u>	01/24/2020	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
Total 268315.00A:						59.21	.00					
1998	UTILITY REFUND #8	268322.00		<u>CBH HOMES, 1668 N BISQUE AVE. UTILITY REFUND</u>	01/28/2020	61.80	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
1998	UTILITY REFUND #8	268322.00		<u>CBH HOMES, 1668 N BISQUE AVE. UTILITY REFUND</u>	01/28/2020	1.64	.00	<u>21-4600 SEWER USER FEES</u>	0	1/20		
1998	UTILITY REFUND #8	268322.00		<u>CBH HOMES, 1668 N BISQUE AVE. UTILITY REFUND</u>	01/28/2020	4.15	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	1/20		
Total 268322.00:						67.59	.00					
1998	UTILITY REFUND #8	268327.00A		<u>CBH HOMES, 1615 N BISQUE AVE. UTILITY REFUND</u>	01/24/2020	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
Total 268327.00A:						59.21	.00					
1998	UTILITY REFUND #8	268334.00		<u>CBH HOMES, 1643 N PEWTER AVE. UTILITY REFUND</u>	01/15/2020	93.24	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
1998	UTILITY REFUND #8	268334.00		<u>CBH HOMES, 1643 N PEWTER AVE. UTILITY REFUND</u>	01/15/2020	35.17	.00	<u>21-4600 SEWER USER FEES</u>	0	1/20		
1998	UTILITY REFUND #8	268334.00		<u>CBH HOMES, 1643 N PEWTER AVE. UTILITY REFUND</u>	01/15/2020	10.88	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	1/20		

City of Kuna

## Payment Approval Report - City Council Approval

Report dates: 1/17/2020-1/30/2020

Page: 29

Jan 29, 2020 04:55PM

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 268334.00:						139.29	.00					
1998	UTILITY REFUND #8	272898.02		<u>CATHY J RUBY, 2898 W GINGER GOLD DR. UTILITY REFUND</u>	01/21/2020	2.55	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
1998	UTILITY REFUND #8	272898.02		<u>CATHY J RUBY, 2898 W GINGER GOLD DR. UTILITY REFUND</u>	01/21/2020	.53	.00	<u>21-4600 SEWER USER FEES</u>	0	1/20		
1998	UTILITY REFUND #8	272898.02		<u>CATHY J RUBY, 2898 W GINGER GOLD DR. UTILITY REFUND</u>	01/21/2020	.07	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	1/20		
1998	UTILITY REFUND #8	272898.02		<u>CATHY J RUBY, 2898 W GINGER GOLD DR. UTILITY REFUND</u>	01/21/2020	.36	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	1/20		
Total 272898.02:						3.51	.00					
1998	UTILITY REFUND #8	277130.01		<u>CBH HOMES, 2519 N TUMBLER PL. UTILITY REFUND</u>	01/28/2020	51.79	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
1998	UTILITY REFUND #8	277130.01		<u>CBH HOMES, 2519 N TUMBLER PL. UTILITY REFUND</u>	01/28/2020	14.72	.00	<u>21-4600 SEWER USER FEES</u>	0	1/20		
1998	UTILITY REFUND #8	277130.01		<u>CBH HOMES, 2519 N TUMBLER PL. UTILITY REFUND</u>	01/28/2020	6.11	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	1/20		
Total 277130.01:						72.62	.00					
1998	UTILITY REFUND #8	277144.01A		<u>CBH HOMES, 2619 N KENNETH AVE. UTILITY REFUND</u>	01/24/2020	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
Total 277144.01A:						59.21	.00					
1998	UTILITY REFUND #8	277440.01		<u>CBH HOMES, 2246 N SPIKE AVE. UTILITY REFUND</u>	01/28/2020	57.90	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
1998	UTILITY REFUND #8	277440.01		<u>CBH HOMES, 2246 N SPIKE AVE. UTILITY REFUND</u>	01/28/2020	20.92	.00	<u>21-4600 SEWER USER FEES</u>	0	1/20		

City of Kuna

## Payment Approval Report - City Council Approval

Page: 30

Report dates: 1/17/2020-1/30/2020

Jan 29, 2020 04:55PM

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
1998	UTILITY REFUND #8	277440.01		<u>CBH HOMES, 2246 N SPIKE AVE, UTILITY REFUND</u>	01/28/2020	5.90	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	1/20		
Total 277440.01:						84.72	.00					
1998	UTILITY REFUND #8	277441.01A		<u>CBH HOMES, 2228 N SPIKE AVE, UTILITY REFUND</u>	01/24/2020	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
Total 277441.01A:						59.21	.00					
1998	UTILITY REFUND #8	290025.01		<u>ANDREA FRANCIS, 8310 S SLIDE CREEK LN, UTILITY REFUND</u>	01/15/2020	24.79	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
1998	UTILITY REFUND #8	290025.01		<u>ANDREA FRANCIS, 8310 S SLIDE CREEK LN, UTILITY REFUND</u>	01/15/2020	-5.07	.00	<u>21-4600 SEWER USER FEES</u>	0	1/20		
1998	UTILITY REFUND #8	290025.01		<u>ANDREA FRANCIS, 8310 S SLIDE CREEK LN, UTILITY REFUND</u>	01/15/2020	-6.08	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	1/20		
Total 290025.01:						13.64	.00					
1998	UTILITY REFUND #8	291060.00A		<u>CBH HOMES, 6797 S MEMORY WAY, UTILITY REFUND</u>	01/24/2020	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
Total 291060.00A:						59.21	.00					
1998	UTILITY REFUND #8	292021.00A		<u>CBH HOMES, 2692 W PEAR APPLE ST, UTILITY REFUND</u>	01/24/2020	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
Total 292021.00A:						59.21	.00					
1998	UTILITY REFUND #8	292048.00A		<u>CBH HOMES, 8620 S INARA AVE, UTILITY REFUND</u>	01/24/2020	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		

City of Kuna

## Payment Approval Report - City Council Approval

Report dates: 1/17/2020-1/30/2020

Page: 31

Jan 29, 2020 04:55PM

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 292048.00A:						59.21	.00					
1998	UTILITY REFUND #8	292054.00A		<u>CBH HOMES, 8677 S INARA AVE, UTILITY REFUND</u>	01/24/2020	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
Total 292054.00A:						59.21	.00					
1998	UTILITY REFUND #8	302204.00		<u>STYLISH HOMES LLC, 453 E FOX BAY ST, UTILITY REFUND</u>	01/23/2020	48.32	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
Total 302204.00:						48.32	.00					
1998	UTILITY REFUND #8	302212.00A		<u>STACY CONSTRUCTION INC, 9275 S PALENA PL, UTILITY REFUND</u>	01/24/2020	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
Total 302212.00A:						59.21	.00					
1998	UTILITY REFUND #8	302225.00		<u>RIVERWOOD HOMES, 557 E ANDES DR, UTILITY REFUND</u>	01/28/2020	38.53	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
1998	UTILITY REFUND #8	302225.00		<u>RIVERWOOD HOMES, 557 E ANDES DR, UTILITY REFUND</u>	01/28/2020	27.59	.00	<u>21-4600 SEWER USER FEES</u>	0	1/20		
1998	UTILITY REFUND #8	302225.00		<u>RIVERWOOD HOMES, 557 E ANDES DR, UTILITY REFUND</u>	01/28/2020	6.01	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	1/20		
Total 302225.00:						72.13	.00					
1998	UTILITY REFUND #8	302242.00		<u>OLYMPIC HOMES, 464 E PASCUA DR, UTILITY REFUND</u>	01/28/2020	19.90	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
1998	UTILITY REFUND #8	302242.00		<u>OLYMPIC HOMES, 464 E PASCUA DR, UTILITY REFUND</u>	01/28/2020	17.54	.00	<u>21-4600 SEWER USER FEES</u>	0	1/20		
1998	UTILITY REFUND #8	302242.00		<u>OLYMPIC HOMES, 464 E PASCUA DR, UTILITY REFUND</u>	01/28/2020	6.67	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	1/20		

City of Kuna

## Payment Approval Report - City Council Approval

Page: 32

Report dates: 1/17/2020-1/30/2020

Jan 29, 2020 04:55PM

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 302242.00:						44.11	.00					
1998	UTILITY REFUND #8	320043.00		<u>HAYDEN HOMES, 1329 N ANTELOPE FLAT AVE, UTILITY REFUND</u>	01/28/2020	22.61	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
1998	UTILITY REFUND #8	320043.00		<u>HAYDEN HOMES, 1329 N ANTELOPE FLAT AVE, UTILITY REFUND</u>	01/28/2020	29.37	.00	<u>21-4600 SEWER USER FEES</u>	0	1/20		
1998	UTILITY REFUND #8	320043.00		<u>HAYDEN HOMES, 1329 N ANTELOPE FLAT AVE, UTILITY REFUND</u>	01/28/2020	20.15	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	1/20		
Total 320043.00:						72.13	.00					
1998	UTILITY REFUND #8	320045.00		<u>HAYDEN HOMES, 1862 E MESA FALLS ST, UTILITY REFUND</u>	01/28/2020	19.08	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
1998	UTILITY REFUND #8	320045.00		<u>HAYDEN HOMES, 1862 E MESA FALLS ST, UTILITY REFUND</u>	01/28/2020	24.79	.00	<u>21-4600 SEWER USER FEES</u>	0	1/20		
1998	UTILITY REFUND #8	320045.00		<u>HAYDEN HOMES, 1862 E MESA FALLS ST, UTILITY REFUND</u>	01/28/2020	20.48	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	1/20		
Total 320045.00:						64.35	.00					
1998	UTILITY REFUND #8	320046.00A		<u>HAYDEN HOMES, 1878E MESA FALLS ST, UTILITY REFUND</u>	01/24/2020	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
Total 320046.00A:						59.21	.00					
1998	UTILITY REFUND #8	320047.00A		<u>HAYDEN HOMES, 1894 E MESA FALLS ST, UTILITY REFUND</u>	01/24/2020	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
Total 320047.00A:						59.21	.00					
1998	UTILITY REFUND #8	320052.00A		<u>HAYDEN HOMES, 1306N WARM RIVER AVE, UTILITY REFUND</u>	01/24/2020	59.21	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		

City of Kuna

## Payment Approval Report - City Council Approval

Page: 33

Report dates: 1/17/2020-1/30/2020

Jan 29, 2020 04:55PM

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 320052.00A:						59.21	.00					
1998	UTILITY REFUND #8	320056.00		<u>HAYDEN HOMES, 1230 N WARM RIVER AVE. UTILITY REFUND</u>	01/28/2020	21.98	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
1998	UTILITY REFUND #8	320056.00		<u>HAYDEN HOMES, 1230 N WARM RIVER AVE. UTILITY REFUND</u>	01/28/2020	28.54	.00	<u>21-4600 SEWER USER FEES</u>	0	1/20		
1998	UTILITY REFUND #8	320056.00		<u>HAYDEN HOMES, 1230 N WARM RIVER AVE. UTILITY REFUND</u>	01/28/2020	20.18	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	1/20		
Total 320056.00:						70.70	.00					
1998	UTILITY REFUND #8	320099.00		<u>HAYDEN HOMES, 1295 N ANTELOPE FLAT AVE. UTILITY REFUND</u>	01/28/2020	40.21	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
1998	UTILITY REFUND #8	320099.00		<u>HAYDEN HOMES, 1295 N ANTELOPE FLAT AVE. UTILITY REFUND</u>	01/28/2020	13.06	.00	<u>21-4600 SEWER USER FEES</u>	0	1/20		
1998	UTILITY REFUND #8	320099.00		<u>HAYDEN HOMES, 1295 N ANTELOPE FLAT AVE. UTILITY REFUND</u>	01/28/2020	14.20	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	1/20		
Total 320099.00:						67.47	.00					
1998	UTILITY REFUND #8	330052.00		<u>TOLL BROS INC, 1216 E TROPHY ST. UTILITY REFUND</u>	01/15/2020	5.77	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
1998	UTILITY REFUND #8	330052.00		<u>TOLL BROS INC, 1216 E TROPHY ST. UTILITY REFUND</u>	01/15/2020	4.27	.00	<u>21-4600 SEWER USER FEES</u>	0	1/20		
1998	UTILITY REFUND #8	330052.00		<u>TOLL BROS INC, 1216 E TROPHY ST. UTILITY REFUND</u>	01/15/2020	2.57	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	1/20		
Total 330052.00:						12.61	.00					

City of Kuna

## Payment Approval Report - City Council Approval

Report dates: 1/17/2020-1/30/2020

Page: 34

Jan 29, 2020 04:55PM

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
1998	UTILITY REFUND #8	330073.00		<u>TOLL BROS INC. 1745 N SNOWFIELD PL. UTILITY REFUND</u>	01/28/2020	60.20	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
1998	UTILITY REFUND #8	330073.00		<u>TOLL BROS INC. 1745 N SNOWFIELD PL. UTILITY REFUND</u>	01/28/2020	28.95	.00	<u>21-4600 SEWER USER FEES</u>	0	1/20		
1998	UTILITY REFUND #8	330073.00		<u>TOLL BROS INC. 1745 N SNOWFIELD PL. UTILITY REFUND</u>	01/28/2020	10.54	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	1/20		
Total 330073.00:						99.69	.00					
1998	UTILITY REFUND #8	330176.00		<u>TOLL BROS INC. 1785 N GREENVILLE AVE. UTILITY REFUND</u>	01/28/2020	34.92	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
1998	UTILITY REFUND #8	330176.00		<u>TOLL BROS INC. 1785 N GREENVILLE AVE. UTILITY REFUND</u>	01/28/2020	33.19	.00	<u>21-4600 SEWER USER FEES</u>	0	1/20		
1998	UTILITY REFUND #8	330176.00		<u>TOLL BROS INC. 1785 N GREENVILLE AVE. UTILITY REFUND</u>	01/28/2020	9.78	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	1/20		
Total 330176.00:						77.89	.00					
1998	UTILITY REFUND #8	330186.00		<u>TOLL BROS INC. 1748 N GREENVILLE AVE. UTILITY REFUND</u>	01/15/2020	5.88	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
1998	UTILITY REFUND #8	330186.00		<u>TOLL BROS INC. 1748 N GREENVILLE AVE. UTILITY REFUND</u>	01/15/2020	4.58	.00	<u>21-4600 SEWER USER FEES</u>	0	1/20		
1998	UTILITY REFUND #8	330186.00		<u>TOLL BROS INC. 1748 N GREENVILLE AVE. UTILITY REFUND</u>	01/15/2020	2.45	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	1/20		
Total 330186.00:						12.91	.00					
1998	UTILITY REFUND #8	340035.01		<u>CBH HOMES, 6815 S BIRCH CREEK AVE. UTILITY REFUND</u>	01/15/2020	66.70	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		

City of Kuna

## Payment Approval Report - City Council Approval

Page: 35

Report dates: 1/17/2020-1/30/2020

Jan 29, 2020 04:55PM

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
1998	UTILITY REFUND #8	340035.01		<u>CBH HOMES, 6815 S BIRCH CREEK AVE, UTILITY REFUND</u>	01/15/2020	6.73	.00	<u>21-4600 SEWER USER FEES</u>	0	1/20		
1998	UTILITY REFUND #8	340035.01		<u>CBH HOMES, 6815 S BIRCH CREEK AVE, UTILITY REFUND</u>	01/15/2020	3.60	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	1/20		
Total 340035.01:						77.03	.00					
Total UTILITY REFUND #8:						2,572.51	.00					
<b>UTILITY REFUND #9</b>												
2004	UTILITY REFUND #9	121160.02		<u>PATRICK GOGAN, 1885 W MULHULAND CT, UTILITY REFUND</u>	01/21/2020	122.24	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
2004	UTILITY REFUND #9	121160.02		<u>PATRICK GOGAN, 1885 W MULHULAND CT, UTILITY REFUND</u>	01/21/2020	66.91	.00	<u>21-4600 SEWER USER FEES</u>	0	1/20		
2004	UTILITY REFUND #9	121160.02		<u>PATRICK GOGAN, 1885 W MULHULAND CT, UTILITY REFUND</u>	01/21/2020	90.93	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	1/20		
2004	UTILITY REFUND #9	121160.02		<u>PATRICK GOGAN, 1885 W MULHULAND CT, UTILITY REFUND</u>	01/21/2020	1.95	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	1/20		
Total 121160.02:						282.03	.00					
2004	UTILITY REFUND #9	160590.01		<u>STEPHEN M JENSEN, 415 W FARMALL WAY, UTILITY REFUND</u>	01/28/2020	15.97	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
2004	UTILITY REFUND #9	160590.01		<u>STEPHEN M JENSEN, 415 W FARMALL WAY, UTILITY REFUND</u>	01/28/2020	7.69	.00	<u>21-4600 SEWER USER FEES</u>	0	1/20		
2004	UTILITY REFUND #9	160590.01		<u>STEPHEN M JENSEN, 415 W FARMALL WAY, UTILITY REFUND</u>	01/28/2020	6.10	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	1/20		
2004	UTILITY REFUND #9	160590.01		<u>STEPHEN M JENSEN, 415 W FARMALL WAY, UTILITY REFUND</u>	01/28/2020	.55	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	1/20		

City of Kuna

## Payment Approval Report - City Council Approval

Report dates: 1/17/2020-1/30/2020

Page: 36

Jan 29, 2020 04:55PM

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 160590.01:						30.31	.00					
2004	UTILITY REFUND #9	200425.03		<u>LEANN THACKER, 137 E SCOPS OWL CT, UTILITY REFUND</u>	01/28/2020	29.46	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
2004	UTILITY REFUND #9	200425.03		<u>LEANN THACKER, 137 E SCOPS OWL CT, UTILITY REFUND</u>	01/28/2020	35.48	.00	<u>21-4600 SEWER USER FEES</u>	0	1/20		
2004	UTILITY REFUND #9	200425.03		<u>LEANN THACKER, 137 E SCOPS OWL CT, UTILITY REFUND</u>	01/28/2020	31.05	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	1/20		
2004	UTILITY REFUND #9	200425.03		<u>LEANN THACKER, 137 E SCOPS OWL CT, UTILITY REFUND</u>	01/28/2020	12.47	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	1/20		
Total 200425.03:						108.46	.00					
2004	UTILITY REFUND #9	240715.03		<u>COLE B MECHAM, 922 E FOLGADO CT, UTILITY REFUND</u>	01/28/2020	-2.35	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
2004	UTILITY REFUND #9	240715.03		<u>COLE B MECHAM, 922 E FOLGADO CT, UTILITY REFUND</u>	01/28/2020	8.81	.00	<u>21-4600 SEWER USER FEES</u>	0	1/20		
2004	UTILITY REFUND #9	240715.03		<u>COLE B MECHAM, 922 E FOLGADO CT, UTILITY REFUND</u>	01/28/2020	6.83	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	1/20		
2004	UTILITY REFUND #9	240715.03		<u>COLE B MECHAM, 922 E FOLGADO CT, UTILITY REFUND</u>	01/28/2020	.54	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	1/20		
Total 240715.03:						13.83	.00					
2004	UTILITY REFUND #9	261015.03		<u>RICHARD A CASE, 1960 N RUBINE LN, UTILITY REFUND</u>	01/21/2020	7.96	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
2004	UTILITY REFUND #9	261015.03		<u>RICHARD A CASE, 1960 N RUBINE LN, UTILITY REFUND</u>	01/21/2020	9.30	.00	<u>21-4600 SEWER USER FEES</u>	0	1/20		

City of Kuna

## Payment Approval Report - City Council Approval

Report dates: 1/17/2020-1/30/2020

Page: 37

Jan 29, 2020 04:55PM

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
2004	UTILITY REFUND #9	261015.03		<u>RICHARD A CASE, 1960 N RUBINE LN, UTILITY REFUND</u>	01/21/2020	7.35	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	1/20		
2004	UTILITY REFUND #9	261015.03		<u>RICHARD A CASE, 1960 N RUBINE LN, UTILITY REFUND</u>	01/21/2020	.41	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	1/20		
Total 261015.03:						25.02	.00					
2004	UTILITY REFUND #9	280090.02		<u>MATTHEW A WELLS, 1853 N AZURITE DR, UTILITY REFUND</u>	01/15/2020	7.34	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
2004	UTILITY REFUND #9	280090.02		<u>MATTHEW A WELLS, 1853 N AZURITE DR, UTILITY REFUND</u>	01/15/2020	7.38	.00	<u>21-4600 SEWER USER FEES</u>	0	1/20		
2004	UTILITY REFUND #9	280090.02		<u>MATTHEW A WELLS, 1853 N AZURITE DR, UTILITY REFUND</u>	01/15/2020	5.51	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	1/20		
Total 280090.02:						20.23	.00					
2004	UTILITY REFUND #9	80210.01		<u>ERICH D HAWKES, 1583 W 4TH ST, UTILITY REFUND</u>	01/28/2020	4.94	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
2004	UTILITY REFUND #9	80210.01		<u>ERICH D HAWKES, 1583 W 4TH ST, UTILITY REFUND</u>	01/28/2020	4.47	.00	<u>21-4600 SEWER USER FEES</u>	0	1/20		
2004	UTILITY REFUND #9	80210.01		<u>ERICH D HAWKES, 1583 W 4TH ST, UTILITY REFUND</u>	01/28/2020	2.29	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	1/20		
2004	UTILITY REFUND #9	80210.01		<u>ERICH D HAWKES, 1583 W 4TH ST, UTILITY REFUND</u>	01/28/2020	.51	.00	<u>25-4700 PRESS. IRRIGATION USER FEES</u>	0	1/20		
Total 80210.01:						12.21	.00					
2004	UTILITY REFUND #9	90990.02		<u>JESSICA HOLLOWAY, 992 N PYRITE PL, UTILITY REFUND</u>	01/28/2020	151.25	.00	<u>20-4500 METERED WATER SALES</u>	0	1/20		
2004	UTILITY REFUND #9	90990.02		<u>JESSICA HOLLOWAY, 992 N PYRITE PL, UTILITY REFUND</u>	01/28/2020	105.04	.00	<u>21-4600 SEWER USER FEES</u>	0	1/20		

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
2004	UTILITY REFUND #9	90990.02		<u>JESSICA HOLLOWAY, 992 N PYRITE PL, UTILITY REFUND</u>	01/28/2020	77.31	.00	26-4975 SOLID WASTE USER FEES	0	1/20		
2004	UTILITY REFUND #9	90990.02		<u>JESSICA HOLLOWAY, 992 N PYRITE PL, UTILITY REFUND</u>	01/28/2020	-21.33	.00	25-4700 PRESS. IRRIGATION USER FEES	0	1/20		
Total 90990.02:						312.27	.00					
Total UTILITY REFUND #9:						804.36	.00					
<b>W.W. GRAINGER</b>												
162	W.W. GRAINGER	9408967488	9489	<u>EXTENSION POLE FOR VAC TRUCK, T. SHAFFER, JAN. '20</u>	01/13/2020	53.30	.00	21-6150 M & R - SYSTEM	0	1/20		
Total 9408967488:						53.30	.00					
Total W.W. GRAINGER:						53.30	.00					
<b>WHEELER SHEET METAL</b>												
341	WHEELER SHEET METAL	5328		<u>REPAIR LEAK AND RECHARGE AC UNIT, WELL #6, OCT.'19</u>	10/16/2019	720.00	.00	20-6140 MAINT. & REPAIR BUILDING	0	1/20		
Total 5328:						720.00	.00					
Total WHEELER SHEET METAL:						720.00	.00					
Grand Totals:						255,184.74	134,979.94					

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 1/17/2020-1/30/2020

Page: 39

Jan 29, 2020 04:55PM

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
----------	-------------	----------------	------	-------------	--------------	-----------------------	-------------	----------------------	---------------	-----------	-----------	--------

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

**RESOLUTION NO. R12-2020  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE “REAL ESTATE LEASE AGREEMENT” WITH JORGE AYALA DBA AYALA FARMS, FOR THE LEASE OF THE CITY OF KUNA, IDAHO’S PROPERTY LOCATED AT MEADOW VIEW ROAD, KUNA, IDAHO; 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 “*Real Estate Lease Agreement*” with Jorge Ayala DBA Ayala Farms, for the lease of the City of Kuna’s property located at Meadow View Road, Kuna, Idaho, in substantially the format 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 for on behalf of the City of Kuna, Idaho.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 4<sup>th</sup> day of February, 2020.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 4<sup>th</sup> day of February, 2020.

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

ATTEST:

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

**CITY OF KUNA, IDAHO  
REAL ESTATE LEASE AGREEMENT  
MEADOW VIEW PROPERTY – AYALA FARMS**

This AGREEMENT is between the **City of Kuna, Idaho**, (herein referred to as "**LESSOR**") and **Jorge Ayala dba Ayala Farms** (herein referred to as "**LESSEE**");

1. **LESSOR** leases to **LESSEE**, and **LESSEE** leases from **LESSOR**, the real **Property** as described on "**EXHIBIT A**", attached hereto, consisting of approximately 17 farmable acres (**Property**). The parties acknowledge that said **Property** is located east of Meridian Road and south of Meadow View, in Kuna, Ada County, Idaho.
2. **RENT: LESSEE** agrees to pay **LESSOR** rent for the **Property** in the amount of \$100.00 per acre for a total lease price of \$1,700.00 per annum, payable in full at time of execution of lease, and thereafter at the time of renewal of the lease.
3. **TERM:** The term of this lease is from October 1, 2019 to September 30, 2020. Renewal terms shall be twelve (12) months, commencing October 1 of the then current year and end on September 30 of the following year.
4. **LESSEE'S OBLIGATIONS: LESSEE** agrees to the following at its expense:
  - a. To pay all irrigation water assessments to the City of Kuna, Idaho. The 2017 assessment is due upon receipt.
  - b. To exercise usual and customary farming practices and pay for all farming expenses.
  - c. To provide all materials and labor necessary to operate and maintain the farm and any improvements during the lease in as good or better condition as it was at the beginning of the lease.
  - d. To use diligence and follow approved practices in preventing noxious weeds from going to seed on the farm.
5. **LESSOR'S OBLIGATIONS: LESSOR** agrees to perform the following at its expense:
  - a. Work with the adjoining landowner to the south and Boise Project Board of Control to relocate the **LESSOR's** headgate to the east of its current location for the **Property's** irrigation water and the rerouting of the pipe and replacement of the irrigation box at the point of delivery at the **Property**. Costs to be paid for by the **LESSOR** and/or adjoining landowner.
6. **ADDITIONAL TERMS: LESSEE** acknowledges and agrees that the **Property** is owned by the **LESSOR** and at some future date may be sold, or developed for city use and **LESSEE** agrees that **LESSOR** may terminate this lease early by paying **LESSEE** the value of the crops growing upon the **Property** (limited to the current growing season) and terminate the lease early and the payment of the value of the crops growing upon the **Property** shall

be considered the liquidated damages for the early termination of the lease. **LESSEE** agrees and assumes the risk that if it plants a multi-year crop, such as alfalfa, and this lease is terminated before **LESSEE** has realized the economic benefit of the said crop, it waives and is hereby estopped from asserting any claim, including damages or reimbursement for any multi-year crops, except for the crop during the current lease term.

7. **WARRANTIES:** There are no warranties by **LESSOR** and **LESSEE**, in executing this lease, is relying upon its own judgment, information, and inspection of the **Property**.
8. **INSURANCE:** **LESSEE** agrees to provide evidence of liability insurance and Worker's Compensation Insurance coverage for **LESSOR**'s farming operation; said coverage to include **LESSEE**'s agents and employees, and cover all activities upon the **Property** and the use of all vehicles and equipment used on the **Property**. The liability insurance limits, at a minimum, shall be \$1,000,000.00 general aggregate and \$1,000,000.00 each occurrence.
9. **ALTERATIONS AND IMPROVEMENTS:** No alteration, additions or improvements shall be made to the structure, nor any sign placed upon the leased premises by **LESSEE** without first obtaining the written consent of **LESSOR**. All alterations, additions or improvements made by **LESSEE** shall be the **Property** of **LESSOR** and surrendered with the premises at termination of this lease.
10. **ENTRY BY LESSOR:** **LESSOR** shall have the right to enter the leased premises at any reasonable time to examine the same and determine the maintenance and state of repair.
11. **INDEMNIFICATION:** **LESSEE** agrees to indemnify, defend, and hold harmless **LESSOR**, and its officers, agents and employees, from and against any and all claims, losses, actions, or judgments for damages or injury to persons or **Property** arising out of or in connection with the acts and/or any performances or activities of **LESSEE**, **LESSEE**'s agents, employees, or representatives under this Agreement.
12. **RENEGOTIATION OF LEASE TERMS:** Either party may request in writing, a renegotiation of the lease terms on or before February of the current lease year. In the event that the parties cannot agree to new terms, and the party requesting renegotiation does not withdraw its request in writing, then the party requesting renegotiation is deemed to have given its notice of intent to not renew the current lease and the **LESSOR** may thereafter put the lease out for a Request for Proposal or "RFP" as provided for by law.
13. **TIME OF ESSENCE AND DEFAULT:** Time is of the essence of this agreement. If **LESSEE** defaults in any of the terms of this agreement for a period of ten (10) days after written notice of default has been sent by **LESSOR**, then **LESSOR**, at its option and in addition to all other legal and equitable remedies, may declare this lease forfeited and terminated and re-enter and repossess the leased premises. Upon such forfeiture and termination, all rights of **LESSEE** under this agreement shall immediately terminate. Provided, however, that nothing herein shall be

considered an election of remedies or limitation of damages.

14. **RENEWALS: LESSEE** shall have the first right to renew this lease for an additional one (1) year period, subject to the provisions of paragraph 11, by giving written notice of renewal at least ninety (90) days before the lease expires. All renewals of this lease shall be under all of the same terms and conditions of this lease, or as agreed by the parties in writing.
15. **ASSIGNMENT OR SUBLETTING PROHIBITED: LESSEE** shall not assign this lease nor sublet the whole or any part thereof without the written consent of **LESSOR**.
16. **USE OF PROPERTY: LESSEE** will only use the **Property** in a way that is in compliance with any permit or management plan that the **LESSOR** has entered into with any governmental entity, and **LESSEE** shall at all times comply with all laws, regulations, and ordinances in effect or as may become effective during the term of this lease. The **LESSEE's** use of the **Property** shall not be changed without the consent of **LESSOR**.
17. **ENTIRE AGREEMENT:** This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
18. **ATTORNEY FEES:** If action is brought to enforce the terms or provisions of this lease, or to enforce forfeiture for default, or to collect damages for breach, the prevailing party in such action shall be entitled to recover from the losing party reasonable attorney fees together with costs authorized by law.
19. **SERVICE OF NOTICES:** Any notice may be served upon **LESSOR** by certified mail to **LESSOR** at:

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

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

Jorge Ayala  
486 N. Flauson Ave.  
Kuna, Idaho 83634  
(208) 573-9496

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

(Signature page follows)

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**LESSOR:**

**LESSEE:**

\_\_\_\_\_  
*City of Kuna, Idaho*  
BY: Joe L. Stear, Mayor

*Jorge Ayala*  
\_\_\_\_\_  
*Jorge Ayala dba Ayala Farms*  
BY: *Jorge Ayala Owner*

**ATTEST:**

**WITNESS:**

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

*Ariana Welker*  
\_\_\_\_\_  
BY: *Ariana Welker*

Form and content approved by \_\_\_\_\_ as attorney for the City of Kuna, Idaho.

**RESOLUTION NO. R13-2020  
CITY OF KUNA, IDAHO**

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

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

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

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

**PASSED BY THE COUNCIL** of Kuna, Idaho this 4<sup>th</sup> day of February, 2020.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 4<sup>th</sup> day of February, 2020.

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

ATTEST:

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

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

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

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

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

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

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

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

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

The CITY Will:

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

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

- 2.2. At all other times individuals and/or groups may use the fields. Groups using the fields must contact the City of Kuna Parks & Recreation Department to ensure fields are available, register for their use, and review and sign the City's Baseball Field Use Agreement, which will include a training on maintaining the fields.
- 2.3. Send out a Notice of Intent to Renew this Agreement on or before December 31, as provided for in paragraph 5.

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

KYSBA Will:

- 2.5. Operate and manage the youth baseball program, including programs and clinics.
  - 2.6. On or about November 1, provide the City Clerk with the names of the officers for KYSBA for the upcoming year.
  - 2.7. If there is going to be a change in the reserved schedule as provided for in paragraph 2.1, provide the change to the City of Kuna Parks & Recreation Department on or before January 31.
  - 2.8. After January 31, reservations for the fields for unscheduled dates and times, as provided for in paragraph 2.1., will be first come, first served.
  - 2.9. KYSBA may, upon good cause, modify the reserved schedule during the season, however any prior reservation, as provided for in paragraph 2.8, will have priority to use the fields.
  - 2.10. Return the Notice of Intent to Renew acknowledgement by January 31.
  - 2.11. Hire and staff the umpires.
  - 2.12. Ensure that the fields are in presentable and playable condition prior to each use.
  - 2.13. Purchase and apply diamond dust as needed.
  - 2.14. Provide trashcans during KYSBA events, practice and games and keep the area clean.
3. USAGE FEE: There will be no usage fee.
  4. TERM: The term of this AGREEMENT shall be February 1, 2020 to January 31, 2021.
  5. The City will send out a Notice of Intent to Renew to the KYSBA organization's address of file with the Secretary of State for Idaho and the president of the Board of Directors at the organization's post office box. The Notice of Intent to Renew will allow for the extension of this AGREEMENT for additional one (1) year terms.
  6. INSPECTION: KYSBA has inspected and hereby accepts the PARK in the condition at the beginning of this AGREEMENT.
  7. ALTERATIONS: KYSBA shall not make any renovations, alterations, additions, or install any fixtures, equipment, fencing, etc., without the express written consent of CITY. All

fixtures and improvements shall become the property of CITY at no cost to the City at termination or expiration of this AGREEMENT.

8. **OTHER REQUIREMENTS:** KYSBA shall maintain oversight and control of the participants in its program. Littering, vandalizing, destroying or otherwise damaging CITY property is prohibited.
9. **COMPLIANCE WITH GOVERNING LAW:** Each PARTY shall comply with all federal, state and local laws, rules and regulations, now in force or which may hereafter be in force pertaining to the use of the PARK.
10. **INDEMNIFICATION:** KYSBA shall indemnify, hold harmless and defend the CITY and its elected or appointed officials, employees and agents from and against all liabilities, claims, suits, losses and expenses, including reasonable attorney' s fees and court costs, arising out of or in the course of the use contemplated by this AGREEMENT that is caused in whole or in part by any act or omission of KYSBA, any act or omission of anyone directly or indirectly employed by KYSBA, or any act or omission for which KYSBA may be liable, whether or not it is caused in whole or in part by the party indemnified.
11. **INSURANCE:** KYSBA shall, at all times, obtain, pay for, and maintain insurance for the coverages and amounts of coverage not less than those set forth as follows:
  - 11.1. Worker's Compensation - in compliance with the state and federal laws, if required.
  - 11.2. Comprehensive Automobile Liability Policy - a minimum coverage of \$1,000,000.00 combined single limits of liability for bodily injuries, death and property damage resulting from anyone occurrence.
  - 11.3. Comprehensive Premises Liability Policy- a minimum coverage of \$1,000,000.00 including the following coverage:
    - 11.3.1. Premises and operations; and
    - 11.3.2. Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering but not limited to the contractual obligations assumed by the organization; and
    - 11.3.3. Personal injury (with employment and contractual exclusions deleted); and
    - 11.3.4. Broad Form Property Damages coverage.
  - 11.4. KYSBA shall provide to CITY original Certificates of Insurance satisfactory to evidence such coverages before operations pursuant to this AGREEMENT commence.

- 11.5. CITY shall be named as an additional insured on all policies related to this Agreement, excluding Workers Compensation. Such policies shall provide that there shall be no termination, non-renewal, modification, or expiration of such coverage without forty-five (45) calendar days written notice to the CITY.
- 11.6. All insurance shall be written with a company having an A.M. Best rating of at least the "A" category and size categories of VII.
12. UTILITIES: CITY will provide general field maintenance, including lawn mowing, fertilizing, seeding, irrigation and irrigation system maintenance. Any other utility, including electricity shall be provided by KYSBA.
13. RUBBISH: KYSBA shall be responsible for garbage or refuse removal during its use of the PARK.
14. DAMAGE BY FIRE OR OTHER CASUALTY: If the PARK., or any part thereof is damaged by fire or other casualty to such an extent that it is rendered unusable, in whole or in part, the CITY shall have the option to terminate this AGREEMENT, or repair the premises. KYSBA shall have no claim for any loss of use during the period that the PARK. is being repaired.
15. NOTICES: Any notice required or intended to be given to the other PARTY under the terms of this AGREEMENT shall be in writing and shall be deemed to be duly delivered the earlier of (a) actual receipt by personal delivery to the representative (as defined herein), or in lieu of personal service, (b) by way of private courier, such as Federal Express or United Parcel Service addressed to the appropriate party and address as set forth herein, or in lieu of private courier, (c) U.S. Mail, registered, postage prepaid, return receipt requested.
- 15.1. CITY notice shall be sent to:
- City Clerk for the City of Kuna, Idaho  
Post Office Box 13  
Kuna, Idaho 83634
- 15.2. KYSBA notice shall be sent to:
- Kuna Youth Softball and Baseball Association, Inc.  
Post Office Box 449  
Kuna, Idaho 83634
16. TERMINATION: Either Party reserves the right to terminate this AGREEMENT by providing written notice of its election to terminate to the other Party at least sixty (60) days prior to the date of termination.

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

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

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

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

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

CITY OF KUNA, IDAHO

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

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

ATTEST:

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BY: \_\_\_\_\_  
Chris Engels, City Clerk

KUNA YOUTH SOFTBALL AND BASEBALL ASSOCIATION, INC.

Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

BY: William A Howe 290032  
William Howe, President

Digitally signed by William A Howe 290032  
Date: 2020.01.23 06:23:53 -07'00'

**RESOLUTION NO. R14-2020  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE “PARK USE AGREEMENT” WITH THE KUNA POLICE ACTIVITIES LEAGUE (KPAL) AT ARBOR RIDGE PARK AND PURSUANT TO THE TERMS OF THE AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.**

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

**Section 1.** The “*Park Use Agreement*” with the Kuna Police Activities League (KPAL) at Arbor Ridge Park, in substantially the form as attached hereto as “**EXHIBIT A**” is hereby approved.

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

**PASSED BY THE COUNCIL** of Kuna, Idaho this 4<sup>th</sup> day of February, 2020.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 4<sup>th</sup> day of February, 2020.

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

ATTEST:

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

**PARK USE AGREEMENT  
CITY OF KUNA, IDAHO AND KUNA POLICE ACTIVITIES LEAGUE  
ARBOR RIDGE CITY PARK**

This Park Use Agreement (AGREEMENT) is entered into by and between the City of Kuna, Idaho, (CITY), an Idaho municipal corporation and the Kuna Police Activities League, Inc. (KPAL), an Idaho non-profit corporation, jointly referred to herein as the PARTIES.

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

WHEREAS, the PARK has certain improvements including football and soccer fields; and

WHEREAS, KPAL desires to use the PARK for its soccer, lacrosse, and football clinics, practices, and games during specified times of the year; and

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

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

1. USE: KPAL agrees to use the PARK for the sole purpose of operating the Kuna Police Athletic League, Inc. program to provide athletic opportunities for the children of Kuna, Idaho.
2. RESPONSIBILITIES:

The CITY Will:

- 2.1. Have the PARK fields reserved for KPAL's exclusive use according to its Reserved Schedule, on file with the City Parks and Recreation Department; all other groups may use the fields at all other times. Other groups wishing to use the fields must contact the City Parks and Recreation Department to ensure fields are available and register for their use.
- 2.2. Maintain the fields and parking lot including mowing, over-seeding, and irrigating during the schedule set by the CITY. Maintain the irrigation system.

KPAL Will:

- 2.3. Run and operate the soccer, lacrosse and football programs, including practices, games, and clinics.
- 2.4. Provide the City Parks and Recreation Department with a written schedule (Reserved Schedule) at least thirty (30) days prior to the commencement of the sport season,

including practices. If KPAL fails to provide the Reserved Schedule as provided for herein, the fields are first come, first serve.

- 2.5. Hire and staff the umpires.
- 2.6. Ensure that the fields are in presentable and playable condition prior to each use.
- 2.7. Chalk or paint the fields.
- 2.8. Provide trashcans during KPAL events, practices, and games and keep the area clean.
- 2.9. Provide portable bathrooms if needed during the season(s). The portable bathrooms may be locked while not in use by KPAL.
3. USAGE FEE: There will be no usage fee.
4. TERM: The term of this AGREEMENT shall be February 1, 2020 to January 31, 2021. The PARTIES may negotiate an extension of this AGREEMENT for additional one (1) year terms.
5. INSPECTION: KPAL has inspected and hereby accepts the PARK in the condition at the beginning of this AGREEMENT.
6. ALTERATIONS: KPAL shall not make any renovations, alterations, additions, or install any fixtures, equipment, fencing, etc., without the express written consent of CITY. All fixtures and improvements shall become the property of CITY at no cost to the City at termination or expiration of this AGREEMENT.
7. OTHER REQUIREMENTS: KPAL shall maintain oversight and control of the participants in its program. Littering, vandalizing, destroying or otherwise damaging CITY property is prohibited.
8. COMPLIANCE WITH GOVERNING LAW: Each PARTY shall comply with all federal, state, and local laws, rules, and regulations now in force or which may hereafter be in force pertaining to the use of the PARK.
9. INDEMNIFICATION: KPAL shall indemnify, hold harmless, and defend the CITY and its elected or appointed officials, employees, and agents from and against all liabilities, claims, suits, losses, and expenses, including reasonable attorney's fees and court costs, arising out of or in the course of the use contemplated by this AGREEMENT that is caused in whole or in part by any act or omission of KPAL, any act or omission of anyone directly or indirectly employed by KPAL, or any act or omission for which KPAL may be liable, whether or not it is caused in whole or in part by the party indemnified.
10. INSURANCE: KPAL shall, at all times, obtain, pay for, and maintain insurance for the coverages and amounts of coverage not less than those set forth as follows:
  - 10.1 Worker's Compensation – in compliance with the state and federal laws, if required.

- 10.2 Comprehensive Premises Liability Policy – a minimum coverage of \$1,000,000.00 including the following coverage:
- 10.2.1 Premises and operations; and
  - 10.2.2 Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering but not limited to the contractual obligations assumed by the organization; and
  - 10.2.3 Personal injury (with employment and contractual exclusions deleted); and
  - 10.2.4 Broad Form Property Damages coverage.
- 10.3 KPAL shall provide to CITY original Certificates of Insurance satisfactory to evidence such coverages before operations pursuant to this AGREEMENT commence.
- 10.4 CITY shall be named as an additional insured on all policies related to this Agreement, excluding Workers Compensation. Such policies shall provide that there shall be no termination, non-renewal, modification, or expiration of such coverage without forty-five (45) calendar days written notice to the CITY.
- 10.5 All insurance shall be written with a company having an A.M. Best rating of at least the “A” category and size categories of VII.
11. UTILITIES: CITY will provide general field maintenance, including lawn mowing, fertilizing, seeding, irrigation and irrigation system maintenance. Any other utility, including electricity shall be provided by KPAL.
12. RUBBISH: KPAL shall be responsible for excess garbage or refuse removal during its use of the PARK.
13. DAMAGE BY FIRE OR OTHER CASUALTY: If the PARK, or any part thereof is damaged by fire or other casualty to such an extent that it is rendered unusable, in whole or in part, the CITY shall have the option to terminate this AGREEMENT, or repair the premises. KPAL shall have no claim for any loss of use during the period that the PARK is being repaired.
14. NOTICES: Any notice required or intended to be given to the other PARTY under the terms of this AGREEMENT shall be in writing and shall be deemed to be duly delivered the earlier of (a) actual receipt by personal delivery to the representative (as defined herein), or in lieu of personal service, (b) by way of private courier, such as Federal Express or United Parcel Service addressed to the appropriate party and address as set forth herein, or in lieu of private courier, (c) U.S. Mail, registered, postage pre-paid, return receipt requested.
- 14.1. CITY notice shall be sent to:

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

14.2. KPAL notice shall be sent to:

Registered Agent  
Kuna Police Activities League, Inc.  
1450 W. Boise Street  
Kuna, Idaho 83634

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

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

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

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

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

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

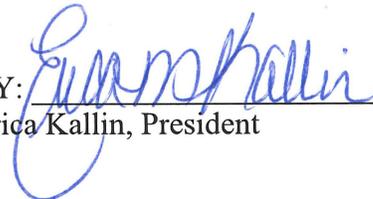
CITY OF KUNA, IDAHO

KUNA POLICE ACTIVITIES  
LEAGUE, INC.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

Dated this 21 day of January, 2020.

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

BY:   
Erica Kallin, President

ATTEST:

Dated this \_\_\_\_ day of \_\_\_\_\_, 2020.

BY: \_\_\_\_\_  
Chris Engels, City Clerk

**RESOLUTION NO. R15-2020  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY SELECT MANAGEMENT & CONTRACTING, LLC, FOR THE LUGARNO TERRA SUBDIVISION FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.**

**WHEREAS**, Lugarno Terra Subdivision exists as part of an approved preliminary plat; and

**WHEREAS**, construction plans for Lugarno Terra Subdivision were approved by the Kuna City Engineer on January 29, 2019; and

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

**WHEREAS**, the landscaping has not been completed for Lugarno Terra Subdivision according to the approved construction plans and developer seeks to bond for the unfinished work; and

**WHEREAS**, the landscaping completion has been estimated at three hundred ninety-six thousand three hundred eighteen dollars and fifteen cents (\$396,318.15) adding 25% for a total of four hundred ninety-five thousand three hundred ninety-seven dollars and sixty-nine cents (\$495,397.69); and

**WHEREAS** developer desires to record the final plat for Lugarno Terra Subdivision prior to completion of construction; and

**WHEREAS** Kuna City Code 6-2-4 and 6-4-3 allows for and sets the conditions for recording a final plat prior to the completion of construction:

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho, that the Kuna City Engineer is hereby authorized to accept an irrevocable standby Letter of Credit in lieu of construction for Lugarno Terra Subdivision under the following terms and conditions:

1. All bids amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The face amount of the Letter of Credit is at least four hundred ninety-five thousand three hundred ninety-seven dollars and sixty-nine cents (\$495,397.69);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

**PASSED BY THE COUNCIL** of Kuna, Idaho this 4<sup>th</sup> day of February, 2020.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 4<sup>th</sup> day of February, 2020.

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

ATTEST:

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

## CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)

THIS AGREEMENT is made by and between SELECT DEVELOPMENT & CONTRACTING, LLC, (hereinafter “Developer”); whose address is PO Box 1030, Meridian, ID 83680, and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter “City”); whose address is PO Box 13, Kuna, Idaho 83634.

WHEREAS, Developer desires to record its final plat for the development known as Lugarno Terra, (“Development”) located in the City of Kuna; and

WHEREAS, City will not sign the final plat unless Developer promises to install and warrant certain Improvements as herein provided and security is provided for that promise as set forth herein.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following:
  - a. Approved Landscape Plan for Lugarno Terra and the associated Bids for landscaping by Blue Ribbon, Victory Greens and HD Fowler.

The bids for said Improvements are attached hereto as **Exhibit A**. The required Improvements are shown on the plans, drawings and specifications previously reviewed and approved by City in connection with the above described Development, and in accordance with the standards and specifications established by the City and adopted by the City Council.

2. Cash Deposit. Developer has executed and delivered to City cash, cashier’s check or wired funds (City to provide financial institution information upon execution of agreement) to the City’s trust account in the aggregate amount of four hundred ninety-five thousand three hundred ninety-seven dollars and sixty-nine cents (\$495,397.69), for deposit with City in its accounts (the “Cash Deposit”), which includes:
  - a. The initial City Engineer or Public Works Director’s estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the sub-divider's contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;
  - b. To that total, the following additional sums may be added upon the following considerations:
    - i. Three (3) to ten (10) percent for inflation; ten (10) to fifteen (15) percent for the City's bidding disadvantage; and twelve (12) percent to twenty (20) percent for city project management as determined by the City Engineer or Public Works Director.

3. The Developer and City stipulate the amount to be a reasonable estimate, pursuant to Kuna City Code.
4. If construction of all financially pledged improvements are not completed within one hundred twenty (120) days following the date of recordation of the final plat, no further building permits shall be issued by the City until final completion of all improvements has occurred and the City has inspected and approved them. However, if the remaining improvements are not completed within the one hundred twenty-day period, through no fault of the Developer, the City Engineer or Public Works Director may grant a one-time, one hundred twenty-day (120) time extension. The determination of what may be considered a "no fault circumstance" shall be determined by the City Engineer or Public Works Director.
5. Refund or Withdrawal. City may withdraw funds from Cash Deposit if (1) Improvements are not completed as required by this Agreement within the time period specified in Paragraph 6, or if (2) Improvements are not installed strictly in accordance with Paragraph 1 and written notice of the deficiency has been given to Developer, who has failed to remedy the deficiency within ten (10) days after the notice is sent. In said event, City may withdraw funds from Cash Deposit both (1) those amounts necessary to either complete Improvements as required herein or alter or repair Improvements to conform to the requirements hereof, and (2) City's cost of administration incurred in obtaining Cash Deposit, including attorney's fees and court costs, which shall be deducted from any Cash Deposit. If the amount of Cash Deposit is inadequate to pay the cost of the completion of Improvements according to City's standards or specifications for whatever reason, including previous reductions, Developer shall be responsible for the deficiency and no further building permits shall be issued in the subdivision or development until Improvements are completed or, with City Council approval, a new, satisfactory security has been executed and delivered to City or other satisfactory arrangements have been made to insure completion of the remaining improvements.
6. Preliminary Release. At the time herein provided, but no later than at the time of final inspection and acceptance of all Improvements by City, City will authorize release of all funds comprising Cash Deposit. The release provided for in this paragraph shall occur when City certifies that Improvements are complete, which shall be when Improvements have been installed as required and fully inspected and approved by City, and after as-built drawings have been supplied as required.
7. Non-Release of Developer's Obligations. It is understood and agreed between the parties that the establishment and availability to City of Cash Deposit as herein provided, and any withdrawals there from by City shall not constitute a waiver or estoppel against City and shall not release or relieve Developer from its obligation to install and fully pay for Improvements as required in Paragraph 1 above, and the right of City to withdraw from Cash Deposit shall not affect any rights and remedies of City against Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from

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

8. Upon satisfaction of this Agreement, Developer shall provide the City with its financial institution information including account wire transfer information.
9. Binding Effect and Assignment. This Agreement shall be binding upon, and inure to the benefit of, the heirs, officers, agents, legal representatives, successors and assigns of the parties hereto. No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld.
10. Notices. Any notice required or desired to be given hereunder as shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.
11. Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.
12. Governing Law. This Agreement and the performances hereunder shall be governed by the laws of the State of Idaho.
13. Counterparts. The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each counterpart shall be deemed an original.
14. Waiver. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.
15. Captions. The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.
16. Entire Agreement. This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.
17. Default. In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

- 18. Time of Essence. The parties agree that time is of the essence in the performance of all duties herein.
- 19. Exhibits. Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.
- 20. Amendment. Any amendment or modifications of this Agreement shall be made in writing, signed by the parties, and attached hereto.
- 21. Extension. The Bond Agreement and security for completion of Improvements described in Paragraph 1 may be extended by written modification of this Agreement only.
- 22. Change of Address. It is the obligation of Developer to provide an updated address should it change during the pendency of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this 28<sup>th</sup> day of JANUARY, 2020.

  
 \_\_\_\_\_  
 Select Development & Contracting, LLC

By Randy Fullmer  
 Managing Member

\_\_\_\_\_  
 City of Kuna, Idaho

(seal)

By Joe Stear  
 Mayor

Attest:

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

STATE OF IDAHO )  
 ) : SS  
 County of Ada )

On this 28<sup>th</sup> day of JANUARY, 2020, before me ALAN C. NOBLE, personally appeared RANDY FULLMER known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same as Project Manager and on behalf of the Select Development & Contracting, LLC.

S  
E  
A  
L

ALAN C NOBLE  
COMM NO. 61141  
NOTARY PUBLIC  
STATE OF IDAHO



Notary Public for IDAHO

My commission expires on 2/21/25



## Proposal

**LUGARNO TERRA SUBDIVISION  
KUNA, IDAHO**

**Sales:** Carlos Morales  
**Lugarno Terra Subdivion**  
kuna, Idaho

**Est ID:** EST1368661

**Date:** May-31-2019

"Thank you for allowing our team at Blue Ribbon Landscapes Inc. the opportunity to quote on your project."

**Grade** **\$0.00**

Blue Ribbon is unable to know how much top soil will be needed to grade out the common areas, therefore, this area will be billed as time and material. See rates below.

**Rock Mulch/Fabric** **\$43,940.70**

Installation of 4 oz woven weed barrier fabric to minimize weed growth (does not guarantee no weed growth). Installation of decorative black and tan mini rock mulch at a minimum depth of 3" estimated at 360 yards. Materials and labor are included.

**Sprinkler System Revised** **\$81,745.96**

Installation of irrigation system according to the landscape design. Any modifications made to the design will be approved by Select Development. Blue Ribbon will provide a takeoff of material for Select Development to purchase and provide the material needed. If there is any material missing from the takeoff Blue Ribbon has a set budgeted amount for miscellaneous irrigation parts up to \$3000.00.

Blue Ribbon Landscapes & Maintenance  
P.O Box 1513  
Nampa

P.(208) 466-5656  
F.(208) 455-5248

Blueribbonlandscapes.com  
service@blueribbonlandscapes.com

page 1 of 6

**Planting Revised**

**\$70,203.12**

Installation of plant material according to the Landscape Design. Select Development will purchase all plant material to be installed. Blue Ribbon will warranty plant material for a period of (1) year. Select Development will provide the land that will be used for staging plant material, Blue Ribbon will install temporary irrigation and manage the plant material during the construction period.

Installation of Point Source Drip Irrigation Zone, will be installed per industry's standards and consist of Hunter br and parts.

**Sod Revised**

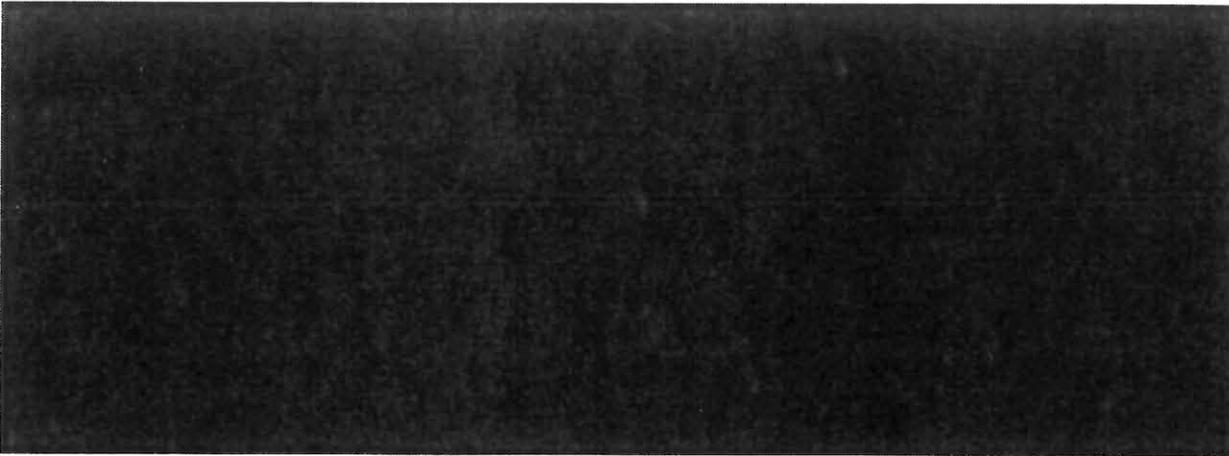
**\$90,030.69**

Install 139,000 thousand square feet of sod according to landscape design. Sod and labor is included.

Top soil is not included, If top soil is needed price per yard installed will be \$27 dollars.

**Tree and Plant Sourcing**

~~**\$25,962.27**~~



---

**Subtotal** ~~**\$311,882.74**~~

**Taxes** **\$0.00**

---

**Estimate Total** ~~**\$311,882.74**~~

**\$285,920.47**



100 E. Victory Rd Meridian, ID 83642 (208)888-5551

Lugarno Terra Subdivision

	QTY	PRICE	TOTAL
2" Prairie Sentinel Hackberry			3900
2" Patmore Ash			3480
2" Skyline Locust			2262
2" Sensation Maple			3654
6-7' Brun's Spruce			9360
6-7' Vanderwolf Pine			10120
2" Canada Red Chokecherry			7830
2" Chanticlear Pear			7482
2" Autumn Purple Ash			3306
ADD ON			
2" Thunder Cloud Plum			2610
6-7" Vanderwolf Pine			3450
2 gal Emerald Gaiety	7		1961.84
1 gal Russian Sage	5		917.5
2 gal English Laurel	9		1895.32
5 gal Gro-Low Sumac	6		1273.48
2 gal Ground Cover	1		222
1 gal Hameln Grass	1		1086.32
5 gal Blue Star Juniper	9		2299
1 gal Overdam Grass	4		315.62
1 gal Blue Phlox	4		384.93
<b>TOTAL TREES AND SHRUBS</b>			<b>67810.01</b>





## H.D. FOWLER COMPANY

Customer: BLUE RIBBON LANDSCAPE & MAINTENANCE  
 Estimator: Robert Farrington  
 Job Name: LUGARNO TERRA SUBDIVISION  
 Location: KUNA, ID.

Quote #: Q386639  
 Bid Date: 6/11/2019

Line	Qty	UoM	Description	Unit Price	Extended Price
1			PLANS: L1.00, L1.01, L1.02, L1.03, L1.04, L1.05, L1.50, L2.00, L2.01, L2.02, L2.03, L2.04, L2.05, L2.06, L2.07, L2.08, L2.09, L2.10, L2.11 - DATED 05/03/19		
2					
3			<b>GENERAL BID NOTES:</b>		
4			PLEASE NOTE: HD FOWLER HAS RECEIVED NUMEROUS RETROACTIVE PRICE INCREASES ON IMPORTED MATERIALS DUE TO RECENTLY IMPLEMENTED "SECTION 301 TARIFFS" ON CHINESE MANUFACTURED GOODS. WE REGRETFULLY HAVE TO SHARE THESE INCREASES BUT WILL WORK TO ENSURE THEY WILL ONLY REFLECT THE AMOUNT WE ARE BEING LEVIED. WE WILL DO OUR BEST TO INFORM YOU OF THESE INCREASES AS WE RECEIVE THEM. PRICING OF QUOTED MATERIALS WILL BE ADJUSTED ACCORDINGLY AT TIME OF SHIPMENT. THANK YOU FOR YOUR UNDERSTANDING, WE APPRECIATE YOUR BUSINESS AND PATIENCE.		Note
5					
6			NOTE: THE FOLLOWING PARTS LIST IS FOR BIDDING PURPOSES ONLY. MANY THINGS ON THE BID ARE NOT WHAT WAS ORIGINALLY SPECIFIED ON THE PLANS. THEY HAVE BEEN SUBSTITUTED UPON THE CUSTOMERS REQUEST.		Note
7					
			<b><u>MAINLINE</u></b>		
8	560	FT	2" CL 200 PVC PIPE,BE,IPS,SDR-21,ASTM D2241, 20' D2241, 20' LENGTHS	0.43	240.80
9	120	FT	1 1/2" CL 200 PVC PIPE,BE,IPS,SDR-21,ASTM D2241, 20' LENGTHS	0.27	32.40
10	20	FT	1 1/4" CL 200 PVC PIPE,BE,IPS,SDR-21,ASTM D2241,20' LENGTHS	0.21	4.20
11	180	FT	1" CL 200 PVC PIPE,BE,IPS,SDR-21,ASTM D2241,20' LENGTHS	0.14	24.66
12	80	FT	3/4" CL 200 PVC PIPE,BE,IPS,SDR-21,ASTM D2241, 20' LENGTHS	0.12	9.60
13	1	EA	2" DETECTABLE TAPE IRRIGATION PURPLE 1000' ROLL roll	18.75	18.75
			<b><u>LATERALS</u></b>		
14	120	FT	3" CL 200 PVC PIPE,BE,IPS,SDR-21,ASTM D2241,20' LENGTHS	0.94	112.44
15	520	FT	2 1/2" CL 200 PVC PIPE,BE,IPS,SDR-21,ASTM D2241,20' LENGTHS	0.66	343.20
16	900	FT	2" 100 PSI POLY PIPE, 300' ROLL SIDR-19 NSF PE4710, ASTM D-2239	0.72	648.00
17	100	FT	2" 100 PSI POLY PIPE, 100' ROLL SIDR-19 NSF PE4710, ASTM D-2239	0.72	72.00
18	2100	FT	1-1/2" 100 PSI POLY PIPE, 300' ROLL SIDR-15 NSF PE4710, ASTM D-2239	0.45	945.00
19	3600	FT	1-1/4" 100 PSI POLY PIPE, 300' ROLL SIDR-19 NSF PE4710, ASTM D-2239	0.32	1,152.00
20	100	FT	1-1/4" 100 PSI POLY PIPE, 100' ROLL SIDR-19 NSF_ PE4710, ASTM D-2239	0.32	32.00
21	5700	FT	1" 100 PSI POLY PIPE, 300' ROLL SIDR-19 NSF PE4710, ASTM D-2239	0.20	1,140.00
22	200	FT	1" 100 PSI POLY PIPE, 100' ROLL SIDR-19 NSF PE4710, ASTM D-2239	0.20	40.00
23	9900	FT	3/4" 100 PSI POLY PIPE, 300' ROLL SIDR-19 NSF PE4710, ASTM-D2239	0.16	1,584.00
24	100	FT	3/4" 100 PSI POLY PIPE, 100' ROLL SIDR-19 NSF PE4710, ASTM D-2239	0.16	16.00

### DRIP LATERALS

25	5400	FT	3/4" 100 PSI POLY PIPE, 300' ROLL SIDR-19 NSF PE4710, ASTM-D2239	0.16	864.00
----	------	----	--	------	--------

SLEEVES

26	140	FT	6" CL 200 PVC PIPE, SW BE, IPS, SDR-21, ASTM D2241, 20' LENGTHS	3.40	476.00
27	200	FT	4" CL 200 PVC PIPE, BE, IPS, SDR-21, ASTM D2241, 20' LENGTHS	1.56	312.00
28	460	FT	2" CL 200 PVC PIPE, BE, IPS, SDR-21, ASTM D2241, 20' D2241, 20' LENGTHS	0.43	197.80

POINTS OF CONNECTION

29	10	EA	LEEMCO RSST-604 6"X2" SADDLE W/SS STRAPS	46.25	462.50
30	10	EA	2" BRASS MANUAL ANGLE VALVE W/CROSS TOP VBM20 BUCKNER	122.62	1,226.20
31	10	EA	2" X 12" SCH 40 GALVANIZED NIPPLE A53 ERW	9.62	96.20
32	20	EA	2" X 4" SCH 40 GALVANIZED NIPPLE A53 ERW	2.97	59.40
33	10	EA	3/4" MANUAL ANGLE VALVE RISING SWIVEL BRASS AV-075 AQUALINE	9.79	97.90
34	10	EA	2" X 3/4" SCH 40 GALVANIZED TEE IMPORT	10.01	100.10
35	20	EA	3/4" X 3" SCH 40 GALVANIZED NIPPLE A53 ERW	0.86	17.20
36	40	FT	10" CL63 IPS SOLVENT WELD 20' LENGTHS	3.03	121.20
37	10	EA	10" ROUND VALVE BOX GREEN WITH GREEN COVER MARKED "ICV" PRO SERIES #212BC NDS	12.27	122.70

38

39	10	EA	2" 32 MESH FILTER COMPLETE ACTION	66.55	665.50
40	10	EA	2" SHC 80 PVC FIPT X FIPT UNION #U-2000-T FLO CONTROL	6.43	64.30
41	20	EA	2" SCH 80 PVC SLIP X SLIP UNION #U-2000-S FLO CONTROL	5.82	116.40
42	10	EA	3/4" NO KINK MALE HOSE BIBB NO LEAD	4.38	43.80
43	10	EA	2" X 3/4" SCH 40 PVC TEE SXSXT	1.79	17.90
44	10	EA	13" X 24" X 15" VALVE BOX GREEN WITH GREEN COVER MARKED "ICV" PRO SERIES #222BCB NDS	80.65	806.50

45

46	7	EA	LEEMCO RSST-602 6" X 1" SADDLE W/SS STRAP	53.68	375.76
47	7	EA	1" BRASS MANUAL ANGLE VALVE W/CROSS TOP VBM10 BUCKNER	50.25	351.75
48	7	EA	1" X 12" SCH 40 GALVANIZED NIPPLE A53 ERW	4.66	32.62
49	14	EA	1" X 4" SCH 40 GALVANIZED NIPPLE A53 ERW	1.50	21.00
50	7	EA	3/4" MANUAL ANGLE VALVE RISING SWIVEL BRASS AV-075 AQUALINE	9.79	68.53
51	7	EA	1" X 3/4" SCH 40 GALVANIZED TEE IMPORT	3.58	25.06
52	14	EA	3/4" X 3" SCH 40 GALVANIZED NIPPLE A53 ERW	0.86	12.04
53	28	FT	10" CL63 IPS SOLVENT WELD 20' LENGTHS	3.03	84.84
54	7	EA	10" ROUND VALVE BOX GREEN WITH GREEN COVER MARKED "ICV" PRO SERIES #212BC NDS	12.27	85.89

55

56	7	EA	1" 32 MESH FILTER COMPLETE ACTION	30.95	216.65
57	7	EA	1" SHC 80 PVC FIPT X FIPT UNION #U-1000-T FLO CONTROL	2.49	17.43
58	14	EA	1" SCH 80 PVC SLIP X SLIP UNION #U-1000-S FLO CONTROL	2.24	31.36
59	7	EA	3/4" NO KINK MALE HOSE BIBB NO LEAD	4.38	30.66
60	7	EA	1" X 3/4" SCH 40 PVC TEE SXSXT	0.69	4.83
61	7	EA	13" X 24" X 15" VALVE BOX GREEN WITH GREEN COVER MARKED "ICV" PRO SERIES #222BCB NDS	80.65	564.55

CONTROLLER & WIRE

62	1	EA	ACC-99D ACC DECODER 2-WIRE CONTROLLER HUNTER	996.67	996.67
63					
64	1	EA	WRF-CLIK WIRELESS RAIN/FREEZE SENSOR HUNTER	51.33	51.33
65					
66	1	EA	5/8" X 8' COPPER GROUND ROD	18.60	18.60
67	2	EA	5/8" GROUND ROD CLAMP	2.70	5.40
68	75	FT	10 GA BARE COPPER WIRE/FT	0.16	12.00
69	1	EA	10" ROUND VALVE BOX GREEN WITH GREEN COVER MARKED "ICV" PRO SERIES #212BC NDS	12.27	12.27

70

71	3	EA	14/2 JACKETED 2500' ROLL DECODER CABLE FOR HUNTER 2-WIRE SYSTEMS RED / BLUE 14GA TWISTED IN BLUE JACKETING	684.66	2,053.98
72	1	EA	14/2 JACKETED 1000' ROLL DECODER CABLE FOR HUNTER 2-WIRE SYSTEMS RED / BLUE 14GA TWISTED IN BLUE JACKETING	273.86	273.86
73	10	EA	DBR/Y - 2 PKG DIRECT BURIAL WIRE CONNECTOR 600V	2.68	26.80
<b><u>VALVE DECODERS</u></b>					
74	14	EA	1-STATION DECODER FOR ACC AND ACC2 CONTROLLER HUNTER	75.60	1,058.40
75	12	EA	2-STATION DECODER FOR ACC AND ACC2 CONTROLLER HUNTER	125.33	1,503.96
76	4	EA	4-STATION DECODER FOR ACC AND ACC2 CONTROLLER HUNTER	188.99	755.96
<b><u>TWO WIRE GROUNDING GRIDS</u></b>					
77	15	EA	5/8" X 8' COPPER GROUND ROD	18.60	279.00
78	30	EA	5/8" GROUND ROD CLAMP	2.70	81.00
79	300	FT	10 GA BARE COPPER WIRE/FT	0.16	48.00
80	15	EA	10" ROUND VALVE BOX GREEN WITH GREEN COVER MARKED "ICV" PRO SERIES #212BC NDS	12.27	184.05
<b><u>AUTO CONTROL VALVES</u></b>					
81	20	EA	200-PGA 2" VALVE RAIN BIRD	61.51	1,230.20
82	20	EA	DBR/Y - 2 PKG DIRECT BURIAL WIRE CONNECTOR 600V	2.68	53.60
83	***	EA	PRSDIAL PRESS REG FOR B SERIES VALVES RAINBIRD	39.98	***
84	40	EA	2" X 6" SCH 80 PVC TOE NIPPLE	3.65	146.00
85	20	EA	14" X 19" VALVE BOX GREEN WITH GREEN COVER MARKED "ICV" PRO SERIES #214BC NDS	21.45	429.00
86					
87	9	EA	150-PGA 1 1/2" VALVE RAIN BIRD	44.17	397.53
88	9	EA	DBR/Y - 2 PKG DIRECT BURIAL WIRE CONNECTOR 600V	2.68	24.12
89	***	EA	PRSDIAL PRESS REG FOR B SERIES VALVES RAINBIRD	39.98	***
90	18	EA	1-1/2" X 6" SCH 80 PVC TOE NIPPLE	2.56	46.08
91	9	EA	14" X 19" VALVE BOX GREEN WITH GREEN COVER MARKED "ICV" PRO SERIES #214BC NDS	21.45	193.05
92					
93	11	EA	100-PGA 1" RAIN BIRD VALVE	13.29	146.19
94	11	EA	DBR/Y - 2 PKG DIRECT BURIAL WIRE CONNECTOR 600V	2.68	29.48
95	***	EA	PRSDIAL PRESS REG FOR B SERIES VALVES RAINBIRD	39.98	***
96	22	EA	1" X 6" SCH 80 PVC TOE NIPPLE	1.60	35.20
97	11	EA	14" X 19" VALVE BOX GREEN WITH GREEN COVER MARKED "ICV" PRO SERIES #214BC NDS	21.45	235.95
98	14	EA	1" COMPACT DRIP ZONE KIT RAIN BIRD	31.81	445.34
<b><u>DRIP CONTROL VALVES</u></b>					
99	14	EA	DBR/Y - 2 PKG DIRECT BURIAL WIRE CONNECTOR 600V	2.68	37.52
100	28	EA	1" X 6" SCH 80 PVC TOE NIPPLE	1.60	44.80
101	14	EA	14" X 19" VALVE BOX GREEN WITH GREEN COVER MARKED "ICV" PRO SERIES #214BC NDS	21.45	300.30
<b><u>SPRAY HEADS</u></b>					
102	1966	EA	PROS-04 4" SPRAY HEAD HUNTER	1.06	2,083.96
103	1966	EA	10-H 10' HALF NOZZLE 25-BAG QTY HUNTER	0.56	1,100.96
104			NOZZLES ARE FOR BIDDING PURPOSES ONLY. CONTRACTOR TO DETERMINE ARC.		Note
105	3932	EA	1/2" MARLEX STREET 90 ELBOW TXT	0.11	432.52
106	3932	EA	1/2" MIP X BARB ELBOW RAINBIRD	0.11	432.52
107	21	EA	SPX-FLEX SWING PIPE RAINBIRD 100' ROLL, 1/2" DIA	16.73	351.33
<b><u>ROTOR HEADS</u></b>					
108	214	EA	5004PC 4" PART CIRCLE ROTOR W/NOZZLE TREE	6.50	1,391.00
109	642	EA	3/4" MARLEX STREET 90 TXT	0.26	166.92

110	214	EA	3/4" X 8" SCH 80 PVC NIPPLE	0.59	126.26
<u>DRIP EQUIPMENT</u>					
111	33	EA	18" TECHLINE CV .4 GPH 1000' NETAFIM (TF)	209.60	6,916.80
112	6	EA	BLANK TECHLINE CV 250' COIL NETAFIM (TF)	25.50	153.00
113	11000	EA	TECHLINE 6" WIRE STAPLE NETAFIM TLS6-25 (TF)	0.08	880.00
114					
115	14	EA	TECHLINE SHUTOFF VALVE INSERT NETAFIM (TF)	1.68	23.52
116	14	EA	6" ROUND VALVE BOX GREEN WITH GREEN COVER MARKED "ICV" PRO SERIES #208BC NDS	2.92	40.88
<u>MISC. ITEMS</u>					
117	2	EA	30" VALVE KEY 30VK AQUALINE	3.37	6.74
<u>MISC. PARTS @ 8%</u>					
118	1		MISC. IRRIGATION PARTS	3,120.00	3,120.00
<u>LANDSCAPE PRODUCT UNIT COST</u>					
119	***	EA	18" X 150' ROLLS OF CHICKEN WIRE	23.74	***
120	***	RL	3' X 50' ROLL OF CHICKEN WIRE 1" MESH	15.86	***
121	***	EA	2" X 8' ROUND TREE STAKE 300 IN A BUNDLE	1.98	***
122	***	EA	2" X 6' ROUND TREE STAKE 300 IN A BUNDLE	1.85	***
123	***	EA	1/2" X 250' PROLOCK POLY CHAIN LOCK TREE TIE DIMEX	17.60	***
124	***	EA	1" X 100' PROLOCK POLY CHAIN LOCK TREE TIE DIMEX	20.73	***
125	***	EA	20-10-5 AGRIFORM 21G TABLETS 500 PER BOX 21G	47.06	***
126	***	EA	16-16-16 6S FERTILIZER 50LB BAG	18.12	***
127	***	RL	4' X 300' NONWOVEN WEED BARRIER 3.0 OZ PRO SILVER 133 SQ YD 46373 HANES	81.16	***
128	***	RL	5' X 300' NONWOVEN WEED BARRIER 3.0 OZ GRAY PRO SILVER 167 SQ YD 46382 HANES	88.34	***
129	***	RL	6' X 300' NONWOVEN WEED BARRIER 3.0 OZ PRO SILVER 200 SQ YD 46374 HANES	121.74	***
130	***	EA	5" X 20' PROFESSIONAL GRADE POLYETHYLENE LAWN EDGING, INCLUDES 4 STAKES AND 1 CONNECTOR	10.00	***
131	***	FT	DURAEDGE 14GA 4" X 10' BRN STL EDGING W/4 STAKES	1.62	***
132	***	FT	DURAEDGE 14GA 4" X 10' GRN STL EDGING W/4 STAKES	1.62	***
<b>Approximate Total</b>					<b>42,587.67</b>

NOTE: \*\*\* = Contractor to Determine Quantity. Items marked \*\*\* are not included in totals.

**RESOLUTION NO. R01-2020~~A~~**  
**CITY OF KUNA, IDAHO**

**WATER SYSTEM FEES AND POLICIES**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AMENDING PORTIONS OF RESOLUTION ~~R01-202084-2017~~ THAT: SETS FORTH THE AUTHORITY FOR ADOPTING WATER CONNECTION FEES AND MONTHLY WATER SERVICE RATES; ESTABLISHES FEES FOR CONNECTING TO THE WATER SYSTEM; ESTABLISHES WATER USE FEES THAT ARE NOW AMENDED WITH WATER RATE CHANGES FOR ALL CUSTOMERS; PROVIDES FOR MISCELLANEOUS WATER CUSTOMER SERVICE POLICIES; SETS FORTH MINIMUM LINE SIZES; REPEALS FEES ESTABLISHED BY EARLIER RESOLUTIONS; AND SETS AN EFFECTIVE DATE.**

**WHEREAS**, Section 7-5-5 of the Kuna City Code authorizes the City of Kuna, Idaho to set water connection fees by resolution of City Council; and

**WHEREAS**, Section 7-5-3 of the Kuna City Code authorizes the City of Kuna, Idaho to set monthly service rates for water use by resolution of City Council:

**I. WATER CONNECTION FEES**

**NOW THEREFORE BE IT RESOLVED**, that the charge(s) for connecting to the City Water System shall be determined as follows:

- A. Water Main Capacity Fee:** Each dwelling unit (single family residence, manufactured home, town home, condominium or apartment), or any other user based upon volume of demand compared to an equivalent dwelling unit (EDU), to be connected to the City potable water system, shall be assessed one thousand four hundred twenty-three dollars and zero cents (\$1,423.00) per EDU at or before the time of connection for the capital costs of providing oversized mains and trunk lines to convey potable water required by each connection.
- B. Water Supply Fee:** Each dwelling unit (single family residence, manufactured home, town home, condominium or apartment), or any other user based upon volume of demand compared to an (EDU), to be connected to the City potable water system requiring water for domestic use only shall be assessed one thousand and eighty-five dollars (\$1,085.00) per EDU at or before the time of connection for the capital costs of providing water supply required by each connection. In instances where a developer or property owner has prepaid this fee as a condition of developing, and the area to which the prepayment applies is specifically defined, then any further water supply fee for connection subsequent to passage of this act shall be waived.
- C. Industrial/Commercial Connection:** Each commercial or industrial facility to be connected to the publicly owned potable water works shall be assessed water main capacity fees and water supply fees, computed based on peak usage at full capacity and

prorated compared to an equivalent dwelling unit. The minimum fees charged any connection shall be one equivalent dwelling unit.

The peak usage shall be determined from the usage of the proposed facility at full capacity based on flows obtained from IDAPA 58.01.03.007.08 in the chart titled WASTEWATER FLOWS FROM VARIOUS ESTABLISHMENTS IN GALLONS PER DAY. For uses not specifically addressed in the aforementioned regulation, it shall be the responsibility of the City Engineer to equitably estimate peak usage at full capacity based on predictive equations, comparative usage, or historical usage as approved by the City Engineer. The minimum charge for non-irrigated property shall be the charge for one equivalent dwelling unit.

- D. **Water Meter and Service Fees:** Each water connection shall be assessed charges for completing services and connections, when required, in accordance with the following schedule:

3/4"	Setter & Service	\$ 771.00/ea
1"	Setter & Service	\$1,143.00/ea
1-1/2"	Setter & Service	\$1,627.00/ea
2"	Setter & Service	\$2,033.00/ea
3" & larger	Meter & Service	Time & Material
3/4"	Meter Only	\$340.00/ea
1"	Meter Only	\$ 383.00./ea
1 1/2"	Meter Only	\$ 613.00/ea
2"	Meter Only	\$ 758.00/ea
1/2 Street Asphalt Patch		\$ 390.00
Full Street Asphalt Patch		\$ 612.00

- E. **Previous Connections:** In instances where an improvement on a property has previously been connected to the water system and complied with the connection fee(s) in force at the time of connection, the above fees do not apply. If, however, the connection involves an increase in number of dwelling units or an increase in demand on the system, then the connection is subject to these fees for the amount of the increase only and prorated in comparison to the demand of an equivalent dwelling unit.

**II. WATER USE FEES**

**BE IT FURTHER RESOLVED** that fees for water usage and other charges shall be determined as follows:

- A. **Customer Water Use Charges:**

- 1. **Standard Water Use Fee** - Metered water usage for City of Kuna residents and original Danskin Well customers shall be billed at a base rate of seventeen dollars and sixty-one cents (\$17.61) for the first five thousand (5,000) gallons of usage in a monthly billing cycle, an additional one dollar and fifty-six cents (\$1.56) per

thousand gallons up to seven thousand (7,000) gallons, an additional two dollars and thirty-five cents (\$2.35) per thousand gallons up to ten thousand (10,000) gallons, and an additional three dollars and fifty-three cents (\$3.53) per thousand gallons over ten thousand (10,000) gallons. Metered water usage for City residents, where the head of house is over sixty-five (65) years of age, resides at the residence and has completed an application with the City, shall be billed at a rate thirteen dollars and seventy-five cents (\$13.75) for the first five thousand (5,000) gallons of usage in a monthly billing cycle, an additional one dollar and fifty-six cents (\$1.56) per thousand gallons up to seven thousand (7,000) gallons, an additional two dollars and thirty-five cents (\$2.35) per thousand gallons up to ten thousand (10,000) gallons, and an additional three dollars and fifty-three cents (\$3.53) per thousand gallons over ten thousand (10,000) gallons. Commercial metered water usage for users with ¾" service lines shall be billed at a base rate of seventeen dollars and sixty-seven cents (\$17.67) for the first one thousand (1,000) gallons and an additional three dollars and fifty-three cents (\$3.53) per one thousand (1,000) gallons after. Commercial metered water usage for users with 2" service lines shall be billed at a base rate of one hundred twenty-five dollars and eighty cents (\$125.80) for the first one thousand (1,000) gallons and an additional three dollars fifty-three cents per one thousand (1,000) gallons after.

2. **Excess Water Use Fee** - As mentioned under the Standard Water Use Fee, metered water usage beyond ten thousand (10,000) gallons shall be billed at three dollars and fifty-three cents (\$3.53) per one thousand (1,000) gallons.

3. **Irrigation Water Use Fee** –

- i. The irrigation season shall run from May 1 to ~~October 31~~September 30.
- ii. For City residential property (a single family residence located within the City Limits of Kuna) that has no access to pressure irrigation or gravity irrigation service because the service is not available in the area that the property is located, and where the usage is beyond ~~five~~ten thousand (~~5~~10,000) gallons, but less than forty-five thousand (45,000) gallons, said residential property shall be billed as follows:

~~For the irrigation seasons 2014, 2015 and 2016, the rate shall be seventy-five cents (\$0.75) per one thousand (1,000) gallons.~~

~~For the irrigation seasons 2017 and 2018, the rate shall be one dollar (\$1.00) per thousand (1,000) gallons.~~

For the irrigation seasons 2020 through 2025, the rate shall be one-dollar (\$1.00) per one thousand (1,000) gallons.

For usage beyond forty-five thousand (45,000) gallons, the rate shall be billed as Excess Water Use Fee of three dollars and fifty-three cents (\$3.53) per one

thousand (1,000) gallons.

~~For the irrigation seasons 2019 and thereafter, the rate shall be the same as the Excess Water Use Fee.~~

- iii. For City Commercial property, City residential property that has access to the City pressurized irrigation system or gravity irrigation and elects not to connect to the system, or residential property that is without the city limits that has no access to pressure irrigation or gravity irrigation service because the service is not available in the area that the property is located or has elected not to connect to either service, and where the usage is beyond ~~five~~ ten thousand (~~510,000~~) gallons, but less than forty-five thousand (45,000) gallons, said property shall be billed as follows:

For the irrigation seasons ~~2014 and 2015~~ 2020 through 2025, the rate shall be ~~one-~~ one- dollar (\$~~1.00~~) per one thousand (1,000) gallons.

~~For the irrigation seasons 2016 and thereafter, the rate shall be the same rate as the City excess water use fee.~~

For usage beyond forty-five thousand (45,000) gallons, the rate shall be billed as Excess Water Use Fee of three dollars and fifty-three cents (\$3.53) per one thousand (1,000) gallons.

- iv. For City Enterprise Funds (except Water Fund) usage of City potable water shall be billed as follows:

For the irrigation seasons 2014 and thereafter, the rate shall be **fifty cents (\$0.50)** per one thousand (1,000) gallons.

4. **Bulk Water Charges** - All bulk sales shall be approved by the Water Superintendent or his designated representative prior to delivery, and be obtained from designated sources only. The rate for bulk sales shall be three dollars and fifty-three cents (\$3.53) per one thousand (1,000) gallons.

### **III. NEW CONSTRUCTION**

**BE IT FURTHER RESOLVED**, that in connection with new development, the assumed water main size is a minimum nominal diameter of eight (8) inches. When, in conformance with the needs of the City Water System, a larger line is requested of the developer than this minimum nominal diameter, and the larger line is beyond the developer's flow needs, the developer may be reimbursed in conformance with adopted City reimbursement policies.

### **IV. OTHER CHARGES**

- A. **Connection Fees (Outside City Limits)** - Any customer outside the corporate limits of the City requesting water service, who is legally able to annex to the City, must do so to

connect to the City Water System, thereafter to pay connection fees as any other resident. Any customer outside City corporate limits requesting water service, who is not legally able to annex, cannot connect without explicit Council approval, which approval is solely at the option of City Council.

- B. Damage Repair Costs** - Damages to Water Department facilities by other utilities, excavators or others will be repaired by or at the direction of Water Department personnel. All direct and indirect costs incurred in the repair will be billed to the party causing the damage.
- C. Short Notice Line Location Charges** - The City of Kuna, as required by law, participates in the Dig Line system. Forty-eight (48) hours notification is required prior to excavation by any party. Exceptions will be allowed for line locations during times of individual hazard or public emergency.

#### **IV. EFFECTIVE DATE**

**BE IT FURTHER RESOLVED** that water connection fees and all other charges, as presented in this resolution and as set forth in Exhibit "A" attached hereto and incorporated herein by reference, other than the Customer Water Use Fees, shall be in effect upon passage of this resolution, that Customer Water Use Fees shall be in effect beginning with the February 1, 2020 billing cycle, and that all fees that are in conflict with the new fees as established by earlier resolution(s) are hereby repealed.

**PASSED BY THE COUNCIL** of the City of Kuna, this ~~47<sup>th</sup>~~ day of ~~February~~~~January~~, 2020.

**APPROVED BY THE MAYOR** of the City of Kuna, this ~~7<sup>th</sup>~~~~4<sup>th</sup>~~ day of ~~January~~~~February~~, 2020.

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

ATTEST:

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

**EXHIBIT A TO RESOLUTION R01-2020A**  
**CITY OF KUNA**  
**WATER SYSTEM FEES**  
**EFFECTIVE January 21, 2020**

Note: Customer Water Use Fees effective beginning with the April 1, 2020 billing cycle.

Residential	<ul style="list-style-type: none"> <li>○ Monthly Base Rate: \$17.67 (Usage up to 5,000 gallons)</li> <li>○ 1<sup>st</sup> Tier (5,001-7,000 gals): \$1.56 per 1,000 gals</li> <li>○ 2<sup>nd</sup> Tier (7,001-10,000 gals): \$2.35 per 1,000 gals</li> <li>○ 3<sup>rd</sup> Tier (&gt;10,000 gals): \$3.53 per 1,000 gals</li> </ul>
Senior Residential	<ul style="list-style-type: none"> <li>○ Monthly Base Rate: \$13.75 (Usage up to 5,000 gallons)</li> <li>○ 1<sup>st</sup> Tier (5,001-7,000 gals): \$1.56 per 1,000 gals</li> <li>○ 2<sup>nd</sup> Tier (7,001-10,000 gals): \$2.35 per 1,000 gals</li> <li>○ 3<sup>rd</sup> Tier (&gt;10,000 gals): \$3.53 per 1,000 gals</li> </ul>
¾" Commercial	<ul style="list-style-type: none"> <li>○ Monthly Base Rate: \$17.67 (Usage up to 1,000 gallons)</li> <li>○ 1<sup>st</sup> Tier (&gt;1,000 gals): \$3.53 per 1,000 gals</li> </ul>
2" Commercial	<ul style="list-style-type: none"> <li>○ Monthly Base Rate: \$125.80 (Usage up to 1,000 gallons)</li> <li>○ 1<sup>st</sup> Tier (&gt;1,000 gals): \$3.53 per 1,000 gals</li> </ul>

**RESOLUTION NO. R01-2020A  
CITY OF KUNA, IDAHO**

**WATER SYSTEM FEES AND POLICIES**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AMENDING PORTIONS OF RESOLUTION R01-2020 THAT: SETS FORTH THE AUTHORITY FOR ADOPTING WATER CONNECTION FEES AND MONTHLY WATER SERVICE RATES; ESTABLISHES FEES FOR CONNECTING TO THE WATER SYSTEM; ESTABLISHES WATER USE FEES THAT ARE NOW AMENDED WITH WATER RATE CHANGES FOR ALL CUSTOMERS; PROVIDES FOR MISCELLANEOUS WATER CUSTOMER SERVICE POLICIES; SETS FORTH MINIMUM LINE SIZES; REPEALS FEES ESTABLISHED BY EARLIER RESOLUTIONS; AND SETS AN EFFECTIVE DATE.**

**WHEREAS**, Section 7-5-5 of the Kuna City Code authorizes the City of Kuna, Idaho to set water connection fees by resolution of City Council; and

**WHEREAS**, Section 7-5-3 of the Kuna City Code authorizes the City of Kuna, Idaho to set monthly service rates for water use by resolution of City Council:

**I. WATER CONNECTION FEES**

**NOW THEREFORE BE IT RESOLVED**, that the charge(s) for connecting to the City Water System shall be determined as follows:

- A. Water Main Capacity Fee:** Each dwelling unit (single family residence, manufactured home, town home, condominium or apartment), or any other user based upon volume of demand compared to an equivalent dwelling unit (EDU), to be connected to the City potable water system, shall be assessed one thousand four hundred twenty-three dollars and zero cents (\$1,423.00) per EDU at or before the time of connection for the capital costs of providing oversized mains and trunk lines to convey potable water required by each connection.
- B. Water Supply Fee:** Each dwelling unit (single family residence, manufactured home, town home, condominium or apartment), or any other user based upon volume of demand compared to an (EDU), to be connected to the City potable water system requiring water for domestic use only shall be assessed one thousand and eighty-five dollars (\$1,085.00) per EDU at or before the time of connection for the capital costs of providing water supply required by each connection. In instances where a developer or property owner has prepaid this fee as a condition of developing, and the area to which the prepayment applies is specifically defined, then any further water supply fee for connection subsequent to passage of this act shall be waived.
- C. Industrial/Commercial Connection:** Each commercial or industrial facility to be connected to the publicly owned potable water works shall be assessed water main capacity fees and water supply fees, computed based on peak usage at full capacity and

prorated compared to an equivalent dwelling unit. The minimum fees charged any connection shall be one equivalent dwelling unit.

The peak usage shall be determined from the usage of the proposed facility at full capacity based on flows obtained from IDAPA 58.01.03.007.08 in the chart titled WASTEWATER FLOWS FROM VARIOUS ESTABLISHMENTS IN GALLONS PER DAY. For uses not specifically addressed in the aforementioned regulation, it shall be the responsibility of the City Engineer to equitably estimate peak usage at full capacity based on predictive equations, comparative usage, or historical usage as approved by the City Engineer. The minimum charge for non-irrigated property shall be the charge for one equivalent dwelling unit.

**D. Water Meter and Service Fees:** Each water connection shall be assessed charges for completing services and connections, when required, in accordance with the following schedule:

3/4"	Setter & Service	\$ 771.00/ea
1"	Setter & Service	\$1,143.00/ea
1-1/2"	Setter & Service	\$1,627.00/ea
2"	Setter & Service	\$2,033.00/ea
3" & larger	Meter & Service	Time & Material
3/4"	Meter Only	\$340.00/ea
1"	Meter Only	\$ 383.00./ea
1 1/2"	Meter Only	\$ 613.00/ea
2"	Meter Only	\$ 758.00/ea
1/2 Street Asphalt Patch		\$ 390.00
Full Street Asphalt Patch		\$ 612.00

**E. Previous Connections:** In instances where an improvement on a property has previously been connected to the water system and complied with the connection fee(s) in force at the time of connection, the above fees do not apply. If, however, the connection involves an increase in number of dwelling units or an increase in demand on the system, then the connection is subject to these fees for the amount of the increase only and prorated in comparison to the demand of an equivalent dwelling unit.

**II. WATER USE FEES**

**BE IT FURTHER RESOLVED** that fees for water usage and other charges shall be determined as follows:

**A. Customer Water Use Charges:**

**1. Standard Water Use Fee** - Metered water usage for City of Kuna residents and original Danskin Well customers shall be billed at a base rate of seventeen dollars and sixty-one cents (\$17.61) for the first five thousand (5,000) gallons of usage in a monthly billing cycle, an additional one dollar and fifty-six cents (\$1.56) per

thousand gallons up to seven thousand (7,000) gallons, an additional two dollars and thirty-five cents (\$2.35) per thousand gallons up to ten thousand (10,000) gallons, and an additional three dollars and fifty-three cents (\$3.53) per thousand gallons over ten thousand (10,000) gallons. Metered water usage for City residents, where the head of house is over sixty-five (65) years of age, resides at the residence and has completed an application with the City, shall be billed at a rate thirteen dollars and seventy-five cents (\$13.75) for the first five thousand (5,000) gallons of usage in a monthly billing cycle, an additional one dollar and fifty-six cents (\$1.56) per thousand gallons up to seven thousand (7,000) gallons, an additional two dollars and thirty-five cents (\$2.35) per thousand gallons up to ten thousand (10,000) gallons, and an additional three dollars and fifty-three cents (\$3.53) per thousand gallons over ten thousand (10,000) gallons. Commercial metered water usage for users with ¾" service lines shall be billed at a base rate of seventeen dollars and sixty-seven cents (\$17.67) for the first one thousand (1,000) gallons and an additional three dollars and fifty-three cents (\$3.53) per one thousand (1,000) gallons after. Commercial metered water usage for users with 2" service lines shall be billed at a base rate of one hundred twenty-five dollars and eighty cents (\$125.80) for the first one thousand (1,000) gallons and an additional three dollars fifty-three cents per one thousand (1,000) gallons after.

2. **Excess Water Use Fee** - As mentioned under the Standard Water Use Fee, metered water usage beyond ten thousand (10,000) gallons shall be billed at three dollars and fifty-three cents (\$3.53) per one thousand (1,000) gallons.

3. **Irrigation Water Use Fee** –

- i. The irrigation season shall run from May 1 to September 30.
- ii. For City residential property (a single family residence located within the City Limits of Kuna) that has no access to pressure irrigation or gravity irrigation service because the service is not available in the area that the property is located, and where the usage is beyond five thousand (5,000) gallons, but less than forty-five thousand (45,000) gallons, said residential property shall be billed as follows:

For the irrigation seasons 2020 through 2025, the rate shall be one-dollar (\$1.00) per one thousand (1,000) gallons.

For usage beyond forty-five thousand (45,000) gallons, the rate shall be billed as Excess Water Use Fee of three dollars and fifty-three cents (\$3.53) per one thousand (1,000) gallons.

- iii. For City Commercial property, City residential property that has access to the City pressurized irrigation system or gravity irrigation and elects not to connect to the system, or residential property that is without the city limits that has no access to pressure irrigation or gravity irrigation service because the service is not available in the area that the property is located or has elected not to connect

to either service, and where the usage is beyond five thousand (5,000) gallons, but less than forty-five thousand (45,000) gallons, said property shall be billed as follows:

For the irrigation seasons 2020 through 2025, the rate shall be **one-dollar (\$1.00)** per one thousand (1,000) gallons.

For usage beyond forty-five thousand (45,000) gallons, the rate shall be billed as Excess Water Use Fee of three dollars and fifty-three cents (\$3.53) per one thousand (1,000) gallons.

- iv. For City Enterprise Funds (except Water Fund) usage of City potable water shall be billed as follows:

For the irrigation seasons 2014 and thereafter, the rate shall be **fifty cents (\$0.50)** per one thousand (1,000) gallons.

4. **Bulk Water Charges** - All bulk sales shall be approved by the Water Superintendent or his designated representative prior to delivery, and be obtained from designated sources only. The rate for bulk sales shall be three dollars and fifty-three cents (\$3.53) per one thousand (1,000) gallons.

### III. **NEW CONSTRUCTION**

**BE IT FURTHER RESOLVED**, that in connection with new development, the assumed water main size is a minimum nominal diameter of eight (8) inches. When, in conformance with the needs of the City Water System, a larger line is requested of the developer than this minimum nominal diameter, and the larger line is beyond the developer's flow needs, the developer may be reimbursed in conformance with adopted City reimbursement policies.

### IV. **OTHER CHARGES**

- A. **Connection Fees (Outside City Limits)** - Any customer outside the corporate limits of the City requesting water service, who is legally able to annex to the City, must do so to connect to the City Water System, thereafter to pay connection fees as any other resident. Any customer outside City corporate limits requesting water service, who is not legally able to annex, cannot connect without explicit Council approval, which approval is solely at the option of City Council.
- B. **Damage Repair Costs** - Damages to Water Department facilities by other utilities, excavators or others will be repaired by or at the direction of Water Department personnel. All direct and indirect costs incurred in the repair will be billed to the party causing the damage.
- C. **Short Notice Line Location Charges** - The City of Kuna, as required by law, participates in the Dig Line system. Forty-eight (48) hours notification is required prior

to excavation by any party. Exceptions will be allowed for line locations during times of individual hazard or public emergency.

**IV. EFFECTIVE DATE**

**BE IT FURTHER RESOLVED** that water connection fees and all other charges, as presented in this resolution and as set forth in Exhibit “A” attached hereto and incorporated herein by reference, other than the Customer Water Use Fees, shall be in effect upon passage of this resolution, that Customer Water Use Fees shall be in effect beginning with the February 1, 2020 billing cycle, and that all fees that are in conflict with the new fees as established by earlier resolution(s) are hereby repealed.

**PASSED BY THE COUNCIL** of the City of Kuna, this 4<sup>th</sup> day of February, 2020.

**APPROVED BY THE MAYOR** of the City of Kuna, this 4<sup>th</sup> day of February, 2020.

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

ATTEST:

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

**EXHIBIT A TO RESOLUTION R01-2020A  
CITY OF KUNA  
WATER SYSTEM FEES  
EFFECTIVE January 21, 2020**

Note: Customer Water Use Fees effective beginning with the April 1, 2020 billing cycle.

Residential	<ul style="list-style-type: none"> <li>○ Monthly Base Rate: \$17.67 (Usage up to 5,000 gallons)</li> <li>○ 1<sup>st</sup> Tier (5,001-7,000 gals): \$1.56 per 1,000 gals</li> <li>○ 2<sup>nd</sup> Tier (7,001-10,000 gals): \$2.35 per 1,000 gals</li> <li>○ 3<sup>rd</sup> Tier (&gt;10,000 gals): \$3.53 per 1,000 gals</li> </ul>
Senior Residential	<ul style="list-style-type: none"> <li>○ Monthly Base Rate: \$13.75 (Usage up to 5,000 gallons)</li> <li>○ 1<sup>st</sup> Tier (5,001-7,000 gals): \$1.56 per 1,000 gals</li> <li>○ 2<sup>nd</sup> Tier (7,001-10,000 gals): \$2.35 per 1,000 gals</li> <li>○ 3<sup>rd</sup> Tier (&gt;10,000 gals): \$3.53 per 1,000 gals</li> </ul>
¾" Commercial	<ul style="list-style-type: none"> <li>○ Monthly Base Rate: \$17.67 (Usage up to 1,000 gallons)</li> <li>○ 1<sup>st</sup> Tier (&gt;1,000 gals): \$3.53 per 1,000 gals</li> </ul>
2" Commercial	<ul style="list-style-type: none"> <li>○ Monthly Base Rate: \$125.80 (Usage up to 1,000 gallons)</li> <li>○ 1<sup>st</sup> Tier (&gt;1,000 gals): \$3.53 per 1,000 gals</li> </ul>



# City of Kuna

City Council  
Staff Memo

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

To: **Kuna City Council**

Case Number: 19-18-FP (Final Plat) – Athleta

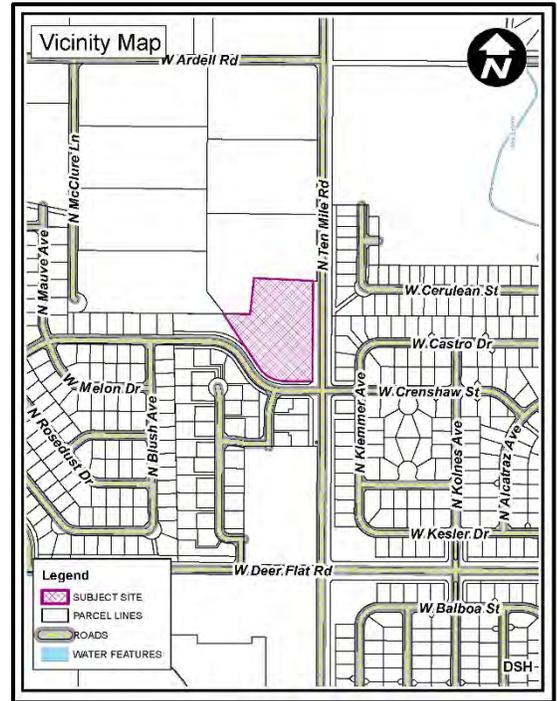
Location: 2003 North Ten Mile Road, Kuna Idaho 83634

Planner: Doug Hanson, Planner I

Meeting Date: February 4, 2020

Applicant/ Owner: Epic Development, LLC  
11785 Valley Sage Drive  
Sparks, NV 89441  
208.724.6239  
[jarronlangston@gmail.com](mailto:jarronlangston@gmail.com)

Representative: Matt Munger  
West Airport Way, Suite 104  
Boise, ID 83705  
208.275.8729  
[mmunger@whpacific.com](mailto:mmunger@whpacific.com)



**A. General Project Facts:**

1. Epic Development, LLC is requesting final plat approval for Athleta Subdivision which has fifty-seven (57) residential building lots and six (6) common lots on a total of approximately 4.11 acres (Ada County Assessor Parcel No. S1315449223).

**B. Staff Analysis:**

1. In accordance with Kuna City Code (KCC) Title 6 Subdivision Regulations, this application seeks final plat approval for Athleta Subdivision.
2. Staff has determined that the proposed final plat for Athleta Subdivision is in conformance with the approved preliminary plat.

**C. Applicable Standards:**

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

**D. Conditions of Approval:**

1. Applicant shall correct any technical items and make any requested changes to bring the final plat into conformance as recommended by Kuna Public Works Staff.
2. Upon City Council Council’s approval, no revisions shall be made to the final plat. If revisions are desired, the applicant shall bring a copy of the changes to Planning and Zoning Staff to determine if a new approval is required via City Council or Planning and Zoning Staff.
3. Applicant shall secure all signatures on the final plat check-off list prior to requesting Kuna City Engineer’s signature on the final plat Mylar.



City of Kuna

Council Findings of Fact and Conclusions of Law

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

**To:** City Council

**Case Numbers:** 19-03-ZC (*Rezone*), 19-05-S (*Subdivision*): *Athleta Subdivision*

**Location:** Northwest Corner (NWC) of Ten Mile and Crenshaw Street, Kuna, Idaho 83634

**Planner:** Troy Behunin, Planner III

**Hearing Date:** October 15, 2019  
**Continued Until:** November 6, 2019  
**Findings of Fact:** **November 6, 2019**

**Representative:** **WHPacific**  
*Jane Suggs*  
2141 W. Airport Way, Ste. 104  
Boise, Idaho 83705  
208.275.8729  
[jsuggs@whpacific.com](mailto:jsuggs@whpacific.com)

**Owner:** **Epic Development Idaho, LLC**  
*Jarron Langston*  
11785 Valley Sage Dr.  
Sparks, NV 89411  
208.724.6239  
[Jarronlangston@gmail.com](mailto:Jarronlangston@gmail.com)



**Table of Contents:**

- |                          |                                 |
|--------------------------|---------------------------------|
| A. Process and Noticing  | G. Applicable Standards         |
| B. Applicants Request    | H. Procedural Background        |
| C. Exhibit Maps          | I. Comprehensive Plan Analysis  |
| D. Site History          | J. Kuna City Code Analysis      |
| E. General Project Facts | K. Commission’s Recommendation  |
| F. Staff Analysis        | L. Order of Decision by Council |

**A. Process and Noticing:**

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states that rezones and subdivision applications are designated as *public hearings*, with the Planning and Zoning Commission as the recommending body, and the City Council as the decision-making body.
2. 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 | April 23, 2019 (Five persons attended) |
| ii. Agencies            | July 17, 2019                          |

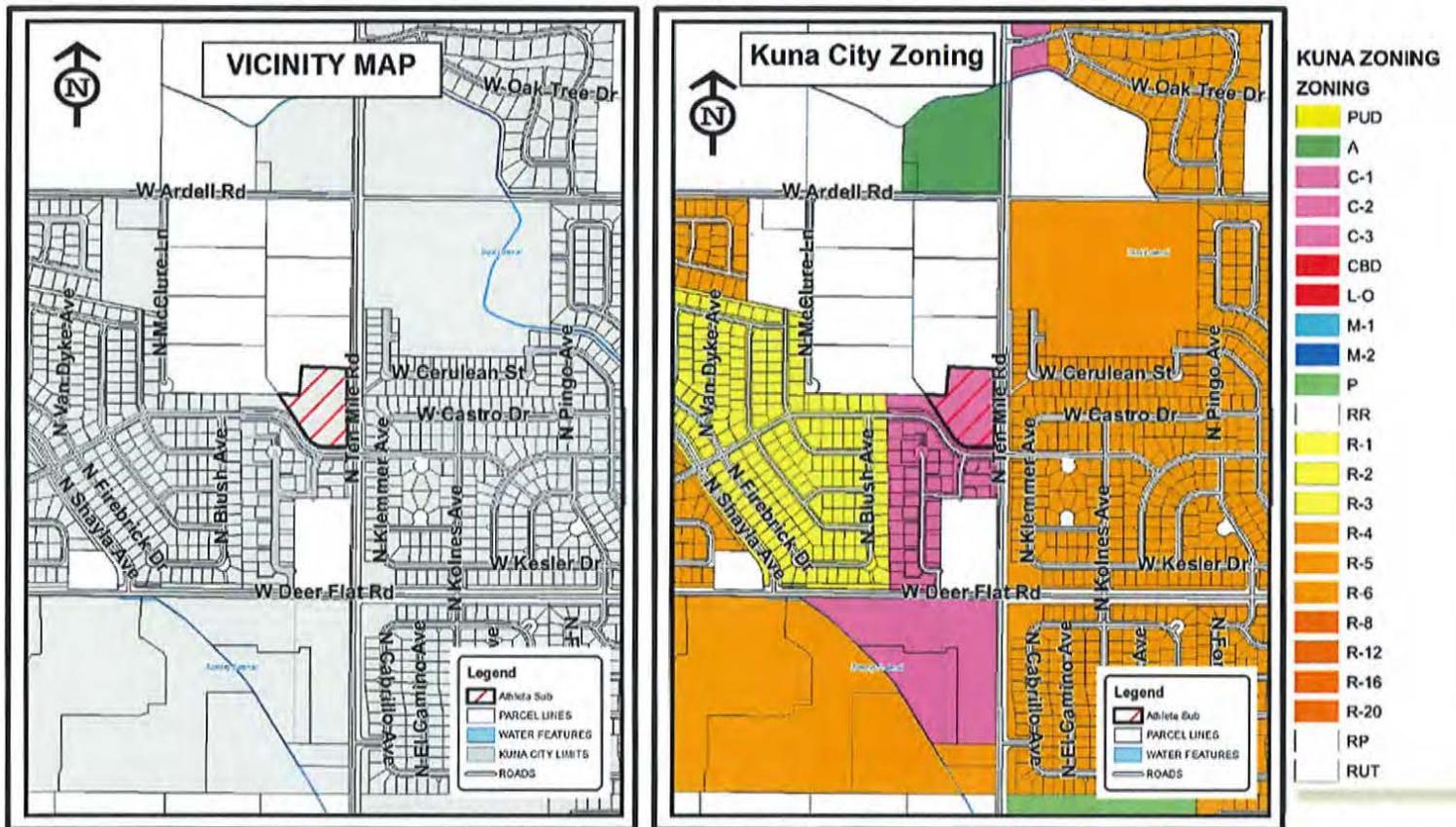
- iii. 400' Property Owners
- iv. Kuna, Melba Newspaper
- v. Site Posted

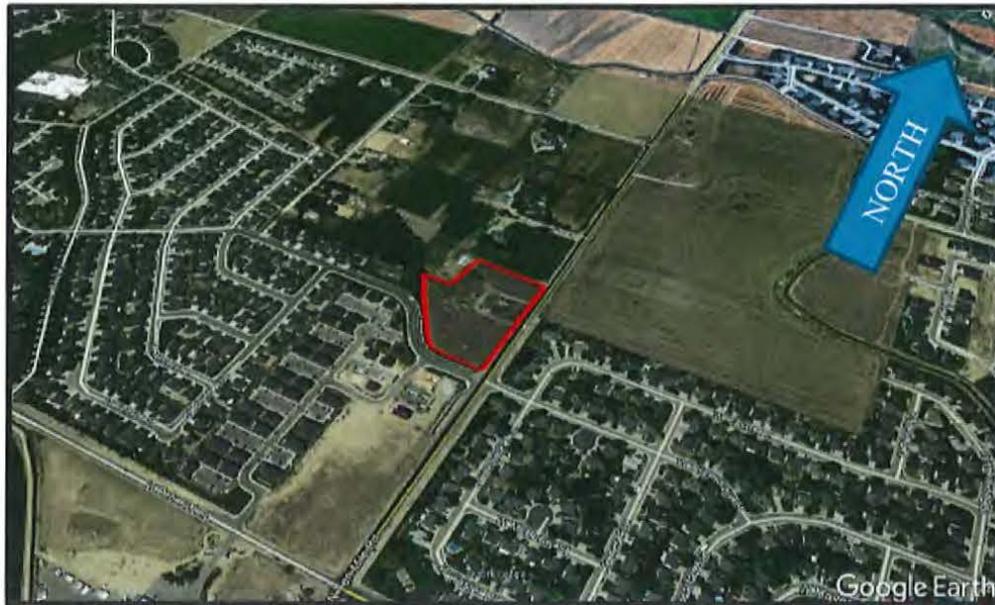
- October 4, 2019
- September 25, 2019
- October 1, 2019

**B. Applicant Request:**

1. The applicant, Epic Development Idaho, LLC, requests to rezone approximately 4.11 acres in Kuna City from C-1 (Neighborhood Commercial) to R-20, (High Density Residential [ HDR ] ) zone; and to subdivide the approx. 4.11 acres into 63 total lots (Home lots & Common lots) and have reserved the name *Athleta Subdivision*. A Design Review application for the common areas & buffer landscaping proceeded this application (19-05-DR). The site is near the northwest Corner of Ten Mile Rd. and Crenshaw Street, Kuna, Idaho; In Section 15, T 2N, R 1W, APN #: S1315449223.

**C. Exhibit Maps:**



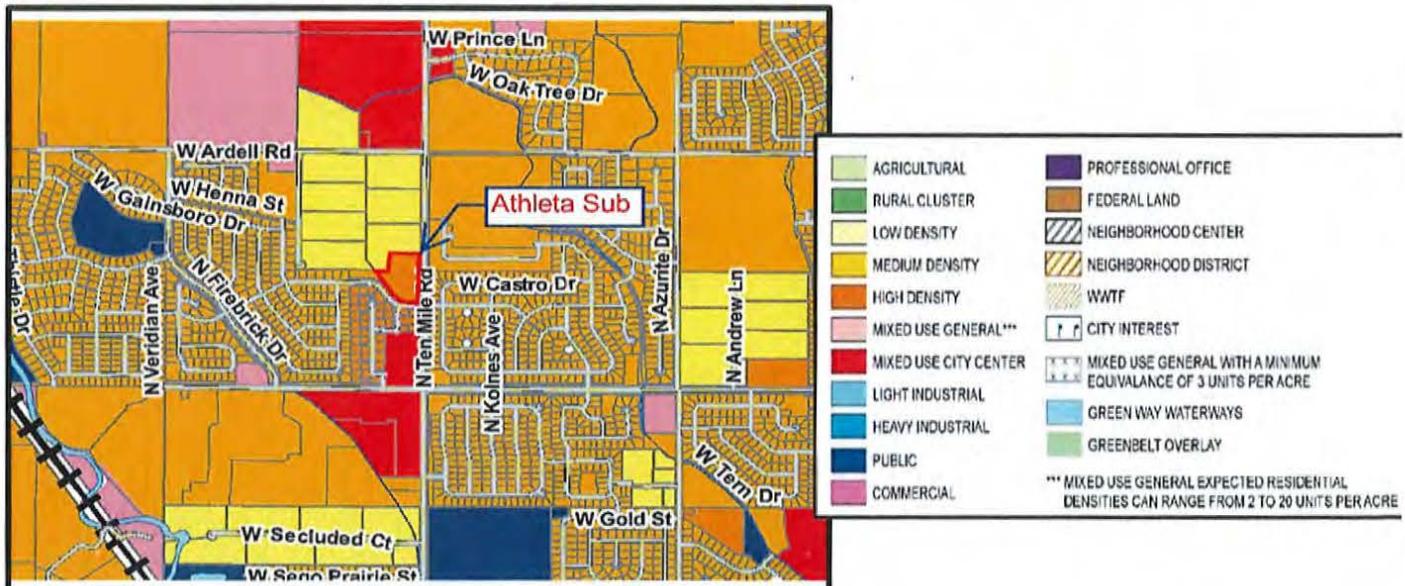


©COPYRIGHTED

**D. History:** The subject site is approximately 4.11 acres in size and is currently zoned C-1 (Neighborhood Commercial) and in Kuna City limits. The subject site has historically been used for a single family residence.

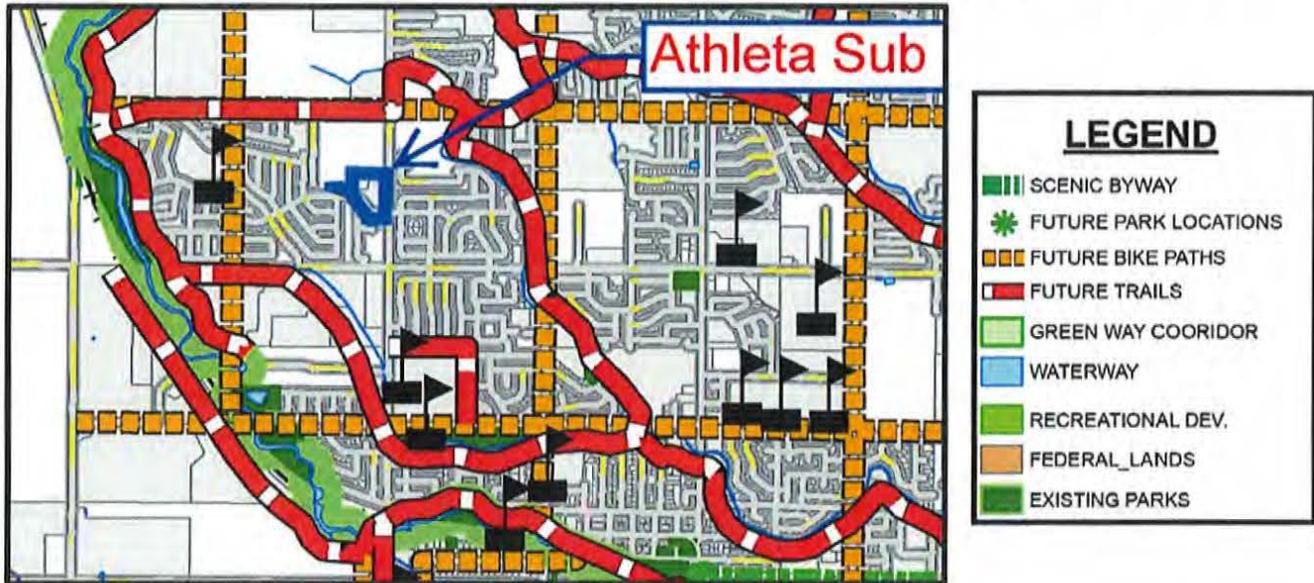
**E. General Projects Facts:**

- 1. Comprehensive Plan Designation:** The Future Land Use Map (FLUM) is intended to serve as a *guide* for the decision-making body for the City. The Comp Plan map indicates land use designations generally speaking, it is not the actual zone. The FLUM identifies the approximately 4.11-acre site as High Density Residential, or 8 – 20 dwellings per acre, (DUA).



2. **Kuna Recreation and Pathways Master Plan Map:**

The Kuna Recreation and the Master Pathways Plan maps do not identify a future park, bike or walking /path trail near the subject property. Although the applicant has proposed several internal pathways for residents.



3. **Surrounding Existing Land Uses and Zoning Designations:**

<b>North</b>	RUT	Rural Urban Transition – Ada County
<b>South</b>	C-1	Neighborhood Commercial - KUNA CITY
<b>East</b>	R-6	Medium Density Residential - KUNA CITY
<b>West</b>	C-1, R-3 RUT	Commercial, Low Density Residential – KUNA CITY AND Rural Urban Transition – Ada County

4. **Parcel Sizes, Current Zoning, Parcel Numbers:**

Property Owner	Parcel Size	Current Zone	Parcel Number
Epic Development	Approx. 4.11 ac.	C-1; Commercial	S1315449223

5. **Services:**

Sanitary Sewer – City of Kuna	Fire Protection – Kuna Rural Fire District (KRFD)
Potable Water – City of Kuna	Police Protection – Kuna City Police (ACSO)
Irrigation District – Boise-Kuna Irrigation District	Sanitation Services – J & M Sanitation
Pressure Irrigation – Kuna Municipal Irr. System (KMIS)	

6. **Existing Structures, Vegetation and Natural Features:** Currently there is a residence on the parcel, with approximately two other out-buildings, with agriculture uses on site. This parcel is generally flat and on-site vegetation is consistent with typical residence and agricultural fields.

**Transportation / Connectivity:** The site has limited frontage along Ten Mile Road. Applicant shall work with the City and ACHD to place a Ten Mile Road connection as far north as possible to serve the connection/traffic needs of the site. Applicant shall satisfy Kuna City and ACHD’s requirements for roadway improvements, including road widening and vertical/ rolled curb, gutter and sidewalks appropriately. Applicant attempted to gain access to Crenshaw Street across Lot 17, Block 25 in Crimson Point No. 5, however the Homeowners

Association denied the applicants access. The Applicant shall work with the Emergency Medical Services (EMS) to provide emergency access in the southeast part of the site as shown on their preliminary plat dated 6.12.2019 and at proper widths and a surface approved by the KRFD.

7. **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.
8. **Agency Responses:** The following responding agency comments are included as exhibits with this case file:
  - City Engineer (Paul Stevens) Exhibit B-1
  - Ada County Highway District (ACHD) Exhibit B-2
  - Boise Project Board of Control Exhibit B-3
  - Central District Health Department (CDHD) Exhibit B-4
  - COMPASS Exhibit B-5
  - Department of Environmental Quality (DEQ) Exhibit B-6
  - Idaho Transportation Department (ITD) Exhibit B-7
  - Kuna School District No. 3 (KSD 3) Exhibit B-8

**F. Staff Analysis:**

Applicant requests approval to rezone approximately 4.11 acres already in Kuna City limits from C-1 (Neighborhood Commercial) to an R-20 (High Density Residential [HDR] ) zone. Applicant proposes to subdivide the approximately 4.11 acres in order to create a 63 total lot subdivision known as *Athleta* Subdivision. Originally, the applicant planned to build 16 separate buildings to house 64 total dwelling units (four-plexes). However, after many meetings with staff, the idea was conceived to create a for-sale subdivision of townhomes. This application is a direct result of the applicant and staff working together to bring a new and unique housing product that does not exist in Kuna at this time.

The applicant proposes to rezone the approximately 4.11 acres from C-1 Commercial to R-20 HDR. The FLUM and the Comprehensive Plan for Kuna identifies this parcel as High Density Residential uses, which equals eight (8) to 20 dwelling units per acre (DUA). This application requests seventeen (17) DUA. Staff views this proposal to be compliant with the FLUM and Comprehensive Plan.

The *Athleta* preliminary plat proposes 57 home lots, 6 common lots (63 total) with a gross density (total property) of 13 DUA and net density (land that can be developed) of 17 DUA including 63,283 square feet of open space (1.45 acres or 35% of the project). The applicant should be conditioned to work with the Public Works department in order to bring utilities to the site in conformance with Kuna's regulations. Public utilities shall be provided at the developers cost, by extending existing utilities/facilities with sufficient sizes. Staff recommends the applicant be conditioned to provide street lights throughout the Sub that comply with KCC for distance, style and wattage, including street lights at all intersections and hydrants. The applicant's proposal is for a new single-family townhome community and features groups of buildings with 4, 5, 6 or 7 attached single-family homes and will be platted as other subdivisions. Front doors will face open spaces to encourage community interaction, and will have alley style driveways behind the units for access. The applicant has proposed significant open spaces (35%), including a large number of pathways, *additional parking*, a pavilion, tot-lot, dog-park and outdoor places for the residents.

The applicant has responded to the Commission's request for additional landscape treatment along the north and west perimeter of the project and added additional landscaping to these areas. The applicant has also responded to the Commission request for a fence that discourages animal trespass from the neighboring properties. The updated landscape plan bearing these changes is attached to this packet.

Staff has determined these applications comply with Title 5 of the Kuna City Code; Idaho Statute §50-222; and the Kuna Comprehensive Plan and FLUM; and forwards Case No's 19-03-ZC and 19-05-S, to the Council with recommended conditions of approval listed in section 'M & N' of this report.

**G. Applicable Standards:**

1. City of Kuna Zoning Ordinance Title 5.
2. City of Kuna Subdivision Ordinance Title 6.
3. City of Kuna Comprehensive Plan.
4. Idaho Code, Title 67, Chapter 65- the Local Land Use Planning Act.
5. Future Land Use Map.

**H. Procedural Background:**

On October 15 and November 6, 2019, the Council **considered** the Athleta subdivision project, Case No's 19-03-ZC & 19-05-S, including the applications, agency comments, staff's report and public testimony presented or given.

**I. Comprehensive Plan Analysis:**

The Council may accept or reject the Comprehensive Plan components, and **have** determined the proposed preliminary plat request for the site **is** consistent with the following Comprehensive Plan components as described below:

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.

**2.0 – Property Rights and Summary**

***Goal 1: 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.***

**5.0 Economic Development Goals and Objectives - 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 unique set and arrangement of lot sizes, sidewalks, pathways and open spaces throughout to meet this goal.***

**6.0 Land Use Goals and Objectives - 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; landscape buffers, a pathway/greenbelt, sidewalks, unique/varied housing densities and types and promotes desirable, cohesive community character and a possibility for a quality neighborhood.***

**8.0 - Public Services, Facilities and Utilities Goals and Objectives - Summary:**

Provide adequate services, facilities, and utilities for all City residents and *annex* contiguous properties who 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 rezone the requested. This application will expand the City's sanitary sewer system, potable water and adds to the pressure irrigation mainline in an orderly fashion and adds amenities and significant open space for its residents.*

**9.0 - Transportation Goals and Objectives - Summary:**

Work with Kuna City, ACHD and COMPASS to promote and encourage bicycling and walking as transportation modes. Develop a transportation strategy and identify future transit corridors while requiring developers to preserve rights-of-way, to improve mobility on major routes while balancing land use planning with transportation needs.

*Comment: The project meets the transportation goals of the City by extending and improving Ten Mile with expanded rights-of-way along its frontage, adding sidewalks for public use and internal roads for transportation connections.*

**12.0 - Housing Goals and Objectives - 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 63 total lots which will possibly contribute to high-quality lots of varied sizes to be developed in a logical and orderly manner. The development proposes varied and unique housing types, open spaces, additional parking and amenities, therefore creating a pleasant neighborhood environment.*

**13.0 - Community Design Goals and Objectives - Summary:**

Strengthen Kuna's Image through good community and urban design principles that create self-sufficient neighborhoods. Foster good community design concepts that incorporate landscape features to serve as buffers between incompatible uses while reducing scale and create a sense of place.

*Comment: The application incorporates sound community design and landscape features to buffer different uses to create a sense of place for the community and will foster neighborhood interactions and activities within its boundary.*

**J. Kuna City Code Analysis:**

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 approx. 4.11 acre subdivision has sufficient size to include a mix of lot sizes, community landscape buffer(s).*

3. The rezone and subdivision uses **are not** likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

**Comment:** *The land to be rezoned is not used as wildlife habitat. Roads, homes and open spaces are planned for construction according the City requirements and best practices. Staff is not aware of any environmental damage or loss of habitat associated with the proposed development.*

4. The rezone and subdivision application **is not** likely to cause adverse public health problems.

**Comment:** *The rezone of the property follows the zoning designation per Kuna Code 5-13-9. The High density zone requires connection 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 rezone and subdivision design did consider the location of the property, classified roadways (Ten Mile & Crenshaw) and the system. The subject property can be connected to the City's public sewer, water and pressure irrigation facilities. The adjacent uses are complimentary uses 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.

**K. Recommendation of the Commission:**

Based upon the record contained in Case No's 19-03-ZC and 19-05-S including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the public hearing, the Kuna Commission hereby recommends *approval* of the Findings of Fact and Conclusions of Law, and conditions of approval for Case No's 19-03-ZC and 19-05-S a request for rezone and preliminary plat approval by Epic Development Idaho, LLC., with the following conditions of approval:

- Applicant shall follow the conditions outlined in the staff report;
- Applicant work with staff and the neighbors regarding fencing along the boundaries of the proposed subdivision;
- Applicant shall work with staff and the neighbors regarding irrigation issues;
- Applicant shall work with the Kuna School District to provide a bus shelter based on the number of homes within the subdivision (57);
- Applicant shall work with staff to provide a document that notifies future purchasers/home owners that they are buying property adjacent to an active farm.

**L. Order of Decision by the Council:**

Based upon the record contained in Case No's 19-03-ZC and 19-05-S including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the public hearing, the Kuna Council hereby **approves** the Findings of Fact and Conclusions of Law, and conditions of approval for Case No's 19-03-ZC and 19-05-S a request for rezone and preliminary plat approval by Epic Development Idaho, LLC., with the following conditions of approval listed in section "M" of this staff report:

- Applicant shall all conditions listed in Staff's Memo and Findings of Fact as presented in the packet.

**M. 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 drainage and grading plans.

- c. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties".
  - d. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
  - e. 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.
  - f. The *Boise Project and Board of Control* shall approval any modifications to the existing irrigation system.
  - g. Approval from Ada County Highway District shall be obtained and Impact Fees must be paid prior to issuance of any building permit.
  - h. Idaho Transportation Department. No public street construction may be commenced without the approval and permit from Ada County Highway District and Idaho Transportation Department.
  - i. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District,
2. Installation of utility service facilities shall comply with requirements of the public utility or irrigation district providing 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.
  4. Street lighting shall use LED lights, with spacing and wattages meeting KCC 5-4-6; applicant shall coordinate a street light plan for P & Z approval in concert with the prepared construction drawings for the project.
  5. Parking within the site shall comply with KCC 5-9-3.
  6. Fencing within and around the site shall comply with Kuna City standards – KCC 5-5-5- A-J and KCC 6-4-2-E.
  7. A sign permit is required prior to subdivision entrance sign construction and shall comply with KCC 5-10-4. *Monument signs will require a separate design review.*
  8. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within three days or as the planting season permits as required to meet KCC 5-17-7 standards. Maintenance and planting within public rights-of-way shall be approved from the public entities owning the property.
  9. Submit a petition to the City consenting to the pooling of irrigation surface water rights for delivery purposes and requesting to annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation system of the City (KMID) prior to requesting final plat signature from the City Engineer.
  10. 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.
  11. The applicant's proposed preliminary plat (dated 06/12/19) shall be considered a binding site plan, or as modified and approved through the public hearing process.
  12. Applicant shall follow staff, city engineer and other agency recommended requirements as applicable.
  13. Compliance with all local, state and federal laws is required.



*City of Kuna*  
**City Council's**  
**Findings of Fact and Conclusions of Law**

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

N. Based upon the record contained in Case No's 19-03-ZC and 19-05-S, including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the public hearing, the Kuna City Council hereby **approves** of the Findings of Fact and Conclusions of Law, and conditions of approval for Case No's 19-03-ZC and 19-05-S, a request for a rezone and preliminary plat from Epic Development Idaho, LLC, for the Athleta Subdivision:

1. The Kuna Council **approves** the facts as outlined in the staff report, the public testimony and the supporting evidence list presented.

*Comment: The Council held a public hearing on the subject applications on October 15 and November 6, 2019, to hear from 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.*

2. Based on the evidence contained in Case No's 19-03-ZC and 19-05-S, this proposal is generally compliant with the Comprehensive Plan and City Code.

*Comment: The Comp Plan has listed numerous goals for promoting and supporting a diverse and sustainable economy that will allow more Kuna residents to work in their community and encouraging a balance of land uses to ensure that Kuna remains desirable, stable and a self-sufficient community.*

3. Based on the evidence contained in Case No's 19-03-ZC and 19-05-S, this proposal is generally compliant with the Kuna City Code.

*Comment: The applicant has submitted a complete application, and following staff review the application appears to be in general compliance with the design requirements, public improvement requirements, objectives and considerations listed in Kuna City Code Title 5 and Title 6.*

4. The Council has the authority to **approve** for Case No's 19-03-ZC and 19-05-S.

*Comment: On Wednesday November 6, 2019, the Council voted to approve Case No's 19-03-ZC and 19-05-S.*

5. The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

*Comment: Neighborhood Notices were mailed out to residents within 400-FT of the proposed project site on October 4, 2019, and a legal notice was published in the Kuna Melba Newspaper on September 25, 2019. The applicant placed a sign on the property on October 1, 2019.*

DATED: this 7th day of November, 2019.

Joe Stear, Mayor  
Kuna City

ATTEST:

Chris Engels  
Kuna City Clerk





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)	19-18-FP
Project name	Athleta
Date Received	12-3-19
Date Accepted/Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	

#### Contact/Applicant Information

Owners of Record: <u>Epic Development Idaho LLC</u>	Phone Number: <u>208-724-6239</u>
Address: <u>11785 Valley Sage Drive</u>	E-Mail: <u>jarronlangston@gmail.com</u>
City, State, Zip: <u>Sparks, NV 89441</u>	Fax #: _____
Applicant (Developer): <u>Epic Development Idaho LLC</u>	Phone Number: <u>208-724-6239</u>
Address: <u>11785 Valley Dage Drive</u>	E-Mail: <u>Jarronlangston@gmail.com</u>
City, State, Zip: <u>Sparks, NV 89441</u>	Fax #: _____
Engineer/Representative: <u>Matt Munger / WHPacific</u>	Phone Number: <u>208-275-8729</u>
Address: <u>2141 W Airport Way, Suite 104</u>	E-Mail: _____
City, State, Zip: <u>Boise, ID 83705</u>	Fax #: _____

#### Subject Property Information

Site Address: <u>2003 N Ten Mile Road</u>
Site Location (Cross Streets): <u>Ten Mile Raod and Crenshaw Street</u>
Parcel Number (s): <u>S1315449223</u>
Section, Township, Range: <u>15, 2N, 1W</u>
Property size : <u>4.11 acres</u>
Current land use: <u>Single family home and outbuildings - Unoccupied</u> Proposed land use: <u>Single family attached homes</u>
Current zoning district: <u>C-1</u> Proposed zoning district: <u>R-20</u>

**Project Description**

Project / subdivision name: Athleta Subdivision (aka, Mulberry Place)

General description of proposed project / request: Subdivide the property for 57 single family attached homes plus subdivision amenities

Type of use proposed (check all that apply):

Residential \_\_\_\_\_

Commercial \_\_\_\_\_

Office \_\_\_\_\_

Industrial \_\_\_\_\_

Other \_\_\_\_\_

Amenities provided with this development (if applicable): Tot lot, picnic pavillion and dog park

**Residential Project Summary (if applicable)**

Are there existing buildings?  Yes  No

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

Any existing buildings to remain?  Yes  No

Number of residential units: 57 Number of building lots: 57

Number of common and/or other lots: 6

Type of dwellings proposed:

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

Townhouses \_\_\_\_\_

Duplexes \_\_\_\_\_

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

Other \_\_\_\_\_

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

Gross density (DU/acre-total property): 13.9 Net density (DU/acre-excluding roads): 16.76

Percentage of open space provided: 30.7 Acreage of open space: 1.26

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

**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: \_\_\_\_\_





December 3, 2019

Troy Behunin  
City of Kuna  
PO Box 13  
Kuna, Idaho 83634

RE: 19-03-ZC (Rezone), 19-05-S  
(Subdivision):  
Athleta Subdivision

Dear Troy:

I have received the Findings of Fact and Conclusions of Law for the above mentioned subdivision. I have discussed these conditions with the owner/applicant and they have agreed to comply with all listed conditions and requirements for the plat for Athleta Subdivision.

Thank you for your time and consideration on this project. Please do not hesitate to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Matt Munger". The signature is fluid and cursive, with a long horizontal stroke extending to the right.

Matt Munger  
Director – Development Services



City of Kuna  
P.O. Box 13  
Kuna, Idaho 83634

Phone: (208) 922-5274  
Fax: (208) 922-5989  
Web: www.kunacity.id.gov



# City of Kuna AFFIDAVIT OF LEGAL INTEREST

State of Idaho )  
) ss  
County of Ada )

I, Jarron Langston / Epic Development Idaho, LLC, 11785 VALLEY SAGE Dr.  
Name Address  
SPARKS NV 89441  
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 Jane Suggs / WHPacific, 2141 W. Airport Way, Suite 104, Boise, ID 83705 Name Address  
to submit the accompanying application pertaining to that property.

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

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

Dated this 22<sup>ND</sup> day of APRIL, 2019

Signature [Handwritten Signature]

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

[Handwritten Signature]  
Notary Public for Idaho

Residing at: Meridian, ID

My commission expires: 10/22/19

REBECCA JENSEN  
NOTARY PUBLIC - STATE OF IDAHO  
COMMISSION NUMBER 62470  
MY COMMISSION EXPIRES 10-22-2019

ADA COUNTY RECORDER Phil McGrane  
BOISE IDAHO Pgs=2 LISA BATT  
NEXTITLE - IDAHO

2019-012380  
02/15/2019 11:04 AM  
\$15.00



nxid-0301635NH

## WARRANTY DEED

### FOR VALUE RECEIVED

Marlys Payne, an unmarried woman GRANTOR(s) does(do) hereby GRANT, BARGAIN, SELL and CONVEY unto:

Epic Development Idaho, LLC an Idaho Limited Liability Company GRANTEE(s), whose current address is: 2003 N Ten Mile Rd, Kuna, ID 83634 the following described real property in Ada County, State of Idaho more particularly described as follows, to wit:

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

Commencing at the Southeast corner of said Section 15, marked by a 3 inch aluminum cap; thence North 00°03'58" West coincident with the East line of said Southeast quarter of Section 15 a distance of 984.41 feet to a 5/8 inch rebar PLS 752 and the Point of Beginning; thence South 89°56'02" West perpendicular with the East line of said Southeast quarter of Section 15 a distance of 195.24 feet to a 5/8 inch rebar PLS 5461 and the beginning of a tangent curve; thence 157.98 feet along the arc of a curve to the right, having a radius of 161.36 feet and being subtended by a chord bearing of North 62°01'06" West 151.75 feet to a 5/8 inch rebar PLS 5461; thence North 33°58'14" West to a point on the South line of McClure Subdivision as shown in Book 58 of Plats at Page 5637 on file in the Ada County Recorders Office, 334.67 feet to a 5/8 inch rebar PLS 5461; thence South 89°41'35" East coincident with said South line of McClure Subdivision 139.47 feet to a 5/8 inch rebar PLS 4347; thence North 5°47'13" East coincident with said South line of McClure Subdivision 188.79 feet to a 5/8 inch rebar PLS 5461; thence South 87°39'58" East to the East line of said Southeast quarter a distance of 357.44 feet to a 5/8 inch rebar PLS 4347; thence South 00°03'58" East coincident with said East line of the Southeast quarter 521.05 feet to the Point of Beginning.

Excepting therefrom that property deeded to Ada County Highway District by Warranty Deed recorded October 4, 2006 as Instrument No. 1061158187, described as follows:  
ACHD 48.00 foot wide Ten Mile Road Right-of Way

A parcel of land being a portion of the Southeast quarter of Section 15, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

Commencing at a found Ada County aluminum cap Corner Record #7907145 marking the Southeast corner of said Section 15; thence North 00°03'58" West coincident with the East line of said Southeast quarter of Section 15 a distance of 984.42 feet to the Point of Beginning.  
Thence South 89°56'02" West, 48.00 feet; thence North 00°03'59" West parallel with the said East line of the Southeast quarter of Section 15 a distance of 523.06 feet; thence South 87°39'58" East, 48.04 feet to the said East line of the Southeast quarter of Section 15; thence South 00°03'59" East coincident with said East line of the Southeast quarter of Section 15 a distance of 521.05 feet to the Point of Beginning.

TO HAVE AND TO HOLD the said premises, with their appurtenances unto said Grantee(s), and Grantee(s) heirs and assigns forever. And Grantor(s) does(do) hereby covenant to and with said Grantee(s) that 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 reservations, restrictions, dedications, easements, rights of way and agreements, if any, of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year which are not yet due and payable and the Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

Dated: 14th day of February, 2019

*Marlys Payne by Justin Hubble as Attorney in Fact*  
Marlys Payne by Justin Hubble as Attorney in Fact

State of Idaho

County of Ada

On this 14th Day of February, in the year 2019, before me the undersigned Notary public in and for said State, personally appeared Justin Hubble, known or identified to me to be the person whose name is subscribed to the within instrument at the attorney in fact of Marlys Payne, an unmarried woman, and acknowledged to me that he/she subscribed the name of Marlys Payne thereto as principal, and his/her own name at attorney in fact.

Notary Public *Natalie Halcomb*  
Residing at: *Boise, Idaho*  
My Commission Expires: \_\_\_\_\_

NATALIE HALCOMB  
COMMISSION #68398  
NOTARY PUBLIC  
STATE OF IDAHO  
MY COMMISSION EXPIRES 09/08/2022

# Vicinity Map



W Ardell Rd

Teed Lateral

N Mauve Ave

N McClure Ln

N Ten Mile Rd

W Cerulean St

W Castro Dr

W Melon Dr

W Crenshaw St

N Rosedust Dr

N Blush Ave

N Klemmer Ave

N Kolnes Ave

N Alcatraz Ave

W Kesler Dr

W Deer Flat Rd

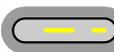
W Balboa St

DSH

## Legend

 SUBJECT SITE

 PARCEL LINES

 ROADS

 WATER FEATURES



# Aerial Map

W Ardell Rd

N McClure Ln

N Ten Mile Rd

N Klemmer Ave

W Cerulean St

N Mauve Ave

W Melon Dr

W Castro Dr

W Crenshaw St

N Blush Ave

N Kolnes Ave

N Alcatraz Ave

W Kesler Dr

W Deer Flat Rd

W Balboa St

DSH

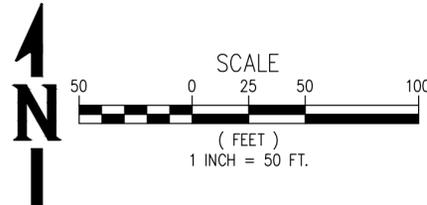
Teed Lateral

## Legend

 SUBJECT SITE

 ROADS

 WATER FEATURES



PLAT OF  
**ATHLETA SUBDIVISION**  
A PARCEL OF LAND BEING A PORTION OF  
THE SE1/4 OF SECTION 15 T. 2 N., R. 1 W., B. M., ADA COUNTY, IDAHO  
2019

BOOK \_\_\_\_\_, PAGE \_\_\_\_\_

**NOTES**

- 1) A 10 FOOT WIDE PERMANENT EASEMENT FOR PUBLIC UTILITIES, DRAINAGE, AND IRRIGATION IS HEREBY DESIGNATED ALONG THE PUBLIC RIGHTS OF WAY, UNLESS OTHERWISE DIMENSIONED. A 5 FOOT WIDE PERMANENT EASEMENT FOR PUBLIC UTILITIES, DRAINAGE, AND IRRIGATION IS HEREBY DESIGNATED ALONG THE PROJECT BOUNDARY, UNLESS OTHERWISE NOTED, THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.
- 2) LOTS 1, 13, 23, 30, 51 & 37, BLOCK 1 ARE DESIGNATED AS COMMON AREA LOTS AND ARE TO BE OWNED AND MAINTAINED BY ATHLETA SUBDIVISION PROPERTY OWNERS ASSOCIATION.
- 3) LOT 13, BLOCK 1 SHALL CONTAIN A BLANKET INGRESS/EGRESS AND PUBLIC UTILITY EASEMENT.
- 4) LOTS 1, 23, 30, 37 & 51, BLOCK 1 SHALL CONTAIN A BLANKET PUBLIC UTILITY, DRAINAGE & IRRIGATION EASEMENT.
- 5) THIS DEVELOPMENT RECOGNIZES SECTION 22-4503 OF IDAHO CODE, RIGHT TO FARM ACT, WHICH STATES "NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITIONS IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF.
- 6) IRRIGATION WATER HAS BEEN PROVIDED BY THE CITY OF KUNA IN COMPLIANCE WITH IDAHO CODE 31-3805(i)(b). LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS AND WILL BE OBLIGATED FOR ALL IRRIGATION ASSESSMENTS.
- 7) ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.
- 8) MINIMUM BUILDING SETBACKS SHALL BE IN ACCORDANCE WITH THE CITY OF KUNA APPLICABLE ZONING AND SUBDIVISION REGULATIONS AT THE TIME OF ISSUANCE OF INDIVIDUAL BUILDING PERMITS OR AS SPECIFICALLY APPROVED AND/OR REQUIRED.
- 9) DIRECT LOT ACCESS TO N. TEN MILE ROAD BY ANY LOT, IS PROHIBITED, EXCEPT AS SHOWN.
- 10) THIS SUBDIVISION IS SUBJECT TO THE TERMS OF A DEVELOPMENT AGREEMENT RECORDED AS INSTRUMENT NO. \_\_\_\_\_, RECORDS OF ADA COUNTY, IDAHO.
- 11) THIS SUBDIVISION IS SUBJECT TO THE TERMS AND CONDITIONS OF AN ADA COUNTY HIGHWAY DISTRICT LICENSE AGREEMENT. RECORDED AS INSTRUMENT NO. \_\_\_\_\_, RECORDS OF ADA COUNTY, IDAHO. LANDSCAPING TO BE MAINTAINED BY THE ATHLETA SUBDIVISION PROPERTY OWNERS ASSOCIATION.
- 12) FOR ADDITIONAL BOUNDARY INFORMATION, SEE RECORD OF SURVEY # 10759.
- 13) ALL OPEN SPACE SHALL BE MAINTAINED IN COMMON BY THE ATHLETA SUBDIVISION PROPERTY OWNERS ASSOCIATION PER THE CC&RS.

LINE #	BEARING	DIST.
L1	N89°45'08"W	5.19
L2	N0°14'52"E	10.09
L3	S0°14'52"W	10.02
L4	N6°06'03"E	10.59
L5	N33°39'24"W	12.31

*McCLURE SUBDIVISION*  
BOOK 58 OF PLATS AT PAGES 5637-5638,  
RECORDS OF ADA COUNTY, IDAHO

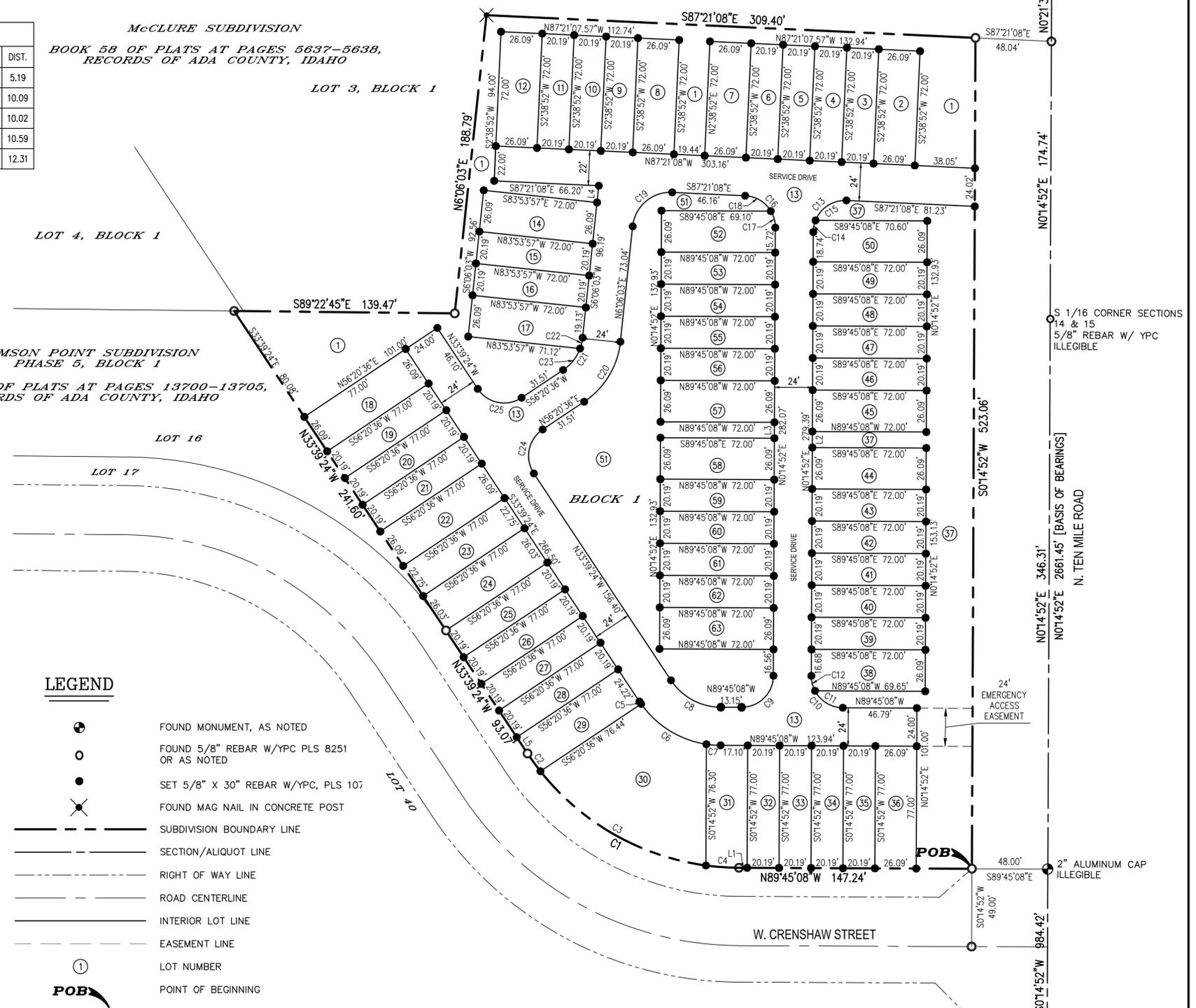
*CRIMSON POINT SUBDIVISION  
PHASE 5, BLOCK 1*  
BOOK 102 OF PLATS AT PAGES 13700-13705,  
RECORDS OF ADA COUNTY, IDAHO

CURVE #	LENGTH	RADIUS	DELTA	CH. BEARING	CH. DIST.
C1	157.98	161.36	56°05'44"	N61°42'16"W	151.75
C2	13.85	161.36	4°55'07"	N36°06'57"W	13.85
C3	123.16	161.36	43°44'00"	N60°26'30"W	120.20
C4	20.96	161.36	7°26'37"	N86°01'49"W	20.95
C5	1.92	62.00	1°46'34"	S34°32'42"E	1.92
C6	49.76	62.00	45°58'49"	S58°25'23"E	48.43
C7	9.02	62.00	8°20'20"	S85°34'58"E	9.02
C8	37.20	38.00	56°05'43"	N61°42'16"W	35.74
C9	31.42	20.00	89°59'57"	S45°14'51"W	28.28
C10	31.42	20.00	90°00'00"	S44°45'08"E	28.28
C11	21.62	20.00	61°55'23"	N58°47'26"W	20.58
C12	9.80	20.00	28°04'37"	N13°47'26"W	9.70
C13	32.25	20.00	92°24'00"	S46°26'52"W	28.87

CURVE #	LENGTH	RADIUS	DELTA	CH. BEARING	CH. DIST.
C14	7.52	20.00	21°33'26"	N11°01'35"E	7.48
C15	24.73	20.00	70°50'34"	N57°13'35"E	23.18
C16	30.58	20.00	87°36'00"	N43°33'08"W	27.69
C17	10.90	20.00	31°13'03"	S15°21'39"E	10.76
C18	19.68	20.00	56°22'57"	S59°09'39"E	18.90
C19	36.25	24.00	86°32'49"	N49°22'28"E	32.90
C20	45.60	52.00	50°14'33"	N31°13'20"E	44.15
C21	24.55	28.00	50°14'33"	N31°13'20"E	23.77
C22	7.03	28.00	14°23'41"	S13°17'54"W	7.02
C23	17.52	28.00	35°50'52"	S38°25'11"W	17.23
C24	31.42	20.00	90°00'00"	N11°20'36"E	28.28
C25	31.42	20.00	90°00'00"	N78°39'24"W	28.28

**LEGEND**

- FOUND MONUMENT, AS NOTED
- FOUND 5/8" REBAR W/YPC PLS 8251 OR AS NOTED
- SET 5/8" X 30" REBAR W/YPC, PLS 107
- FOUND MAG NAIL IN CONCRETE POST
- SUBDIVISION BOUNDARY LINE
- SECTION/ALIQUOT LINE
- RIGHT OF WAY LINE
- ROAD CENTERLINE
- INTERIOR LOT LINE
- EASEMENT LINE
- LOT NUMBER
- POINT OF BEGINNING



*CRIMSON POINT SUBDIVISION  
PHASE 5, BLOCK 1*  
BOOK 108 OF PLATS AT PAGES 15285-15288,  
RECORDS OF ADA COUNTY, IDAHO

**WHPacific**  
2141 W Airport Way, Ste 104  
Boise, ID 83705  
208-342-5400 Fax 208-342-5353  
www.whpacific.com

**DRAFT**  
PROFESSIONAL LAND SURVEYOR  
REGISTERED  
STATE OF IDAHO  
TRAVIS P. FOSTER

PINS NOT SET AS OF THIS DATE

SE CORNER SECTION 15  
3.5" ALUMINUM CAP  
CORNER RECORD  
NO. 102129851

P: \032725\DESIGN\DRAWINGS\SURVEY\32725-SURV-PT02.DWG

**ATHLETA SUBDIVISION**  
**A PARCEL OF LAND BEING A PORTION OF**  
**THE SE1/4 OF SECTION 15 T. 2 N., R. 1 W., B. M., ADA COUNTY, IDAHO**  
**2019**

**OWNERS CERTIFICATE**

Know all men by this presents: That the undersigned are the owners of the property described as follows and intend to include said property in this plat: A parcel of land being a portion of the SE1/4 of Section 15, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, more particularly described as follows:

COMMENCING at the southeast corner of said Section 15, monumented by a 3.5" aluminum cap (Corner Record No. 102129851), from which the E1/4 corner of said Section 15, monumented by a 2" aluminum cap (Corner Record No. 2015-077010), bears North 00°14'52" East, a distance of 2661.45 feet;

Thence North 00°14'52" East, coincident with the east line of said Section 15, a distance of 984.42 feet;

Thence North 89°45'08" West, perpendicular to said east line, a distance of 48.00 feet to the westerly right of way line of North Ten Mile Road and the POINT OF BEGINNING;

Thence continuing North 89°45'08" West, perpendicular to said east line, a distance of 147.24 feet to the beginning of a tangent curve to the right;

Thence northwesterly along the arc of said curve the right, an arc distance of 157.98 feet, said curve having a radius of 161.36 feet, a central angle of 56°05'44" and a chord bearing of North 61°42'16" West a distance of 151.75 feet;

Thence North 33°39'24" West, a distance of 334.67 feet to the southerly line of the Amended Plat of McClure Subdivision, Book 58, Pages 5637-5638, Ada County Records;

Thence South 89°22'45" East, coincident with said southerly line, a distance of 139.47 feet;

Thence North 06°06'03" East, coincident with said southerly line, a distance of 188.79 feet;

Thence South 87°21'08" East, coincident with said southerly line, a distance of 309.40 feet to said westerly right of way line;

Thence South 00°14'52" West, coincident with said westerly right of way line, a distance of 523.06 feet to the POINT OF BEGINNING.

The above described parcel contains 178,750 square feet or 4.104 acres, more or less.

Together with and subject to covenants, easements, and restrictions of record.

The basis of bearings for this parcel is North 00°14'52" East between the southeast corner and the E1/4 corner of said Section 15.

*It is the intention of the undersigned to hereby include the above described property in this plat. The easements shown are not dedicated to the public, however, the right to use said easements is hereby perpetually reserved for public utilities and such other uses as designated within this plat. No permanent structures are to be erected within the lines of said easements. All lots within this plat are eligible to receive water service from the city of Kuna, and the city of Kuna has agreed, in writing, to serve all of the lots in this subdivision.*

In witness whereof we have hereunto set our hands this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Jarron Langston, Manager

**ACKNOWLEDGMENT**

STATE OF IDAHO }  
COUNTY OF ADA } SS

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year \_\_\_\_\_, before

me \_\_\_\_\_, a Notary Public in and for said State, personally appeared Justin Hubble, known or identified to me to be the Manager of Boardwalk Property Management LLC, the Limited Liability Company that executed the instrument or the person who executed the instrument on behalf of said Limited Liability Company, and acknowledged to me that such Limited Liability Company executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

\_\_\_\_\_  
Notary Public for \_\_\_\_\_

Residing at \_\_\_\_\_

My commission expires \_\_\_\_\_

**CERTIFICATE OF SURVEYOR**

*I, Travis P. Foster, am a registered professional land surveyor in the state of Idaho, and do hereby certify that this plat, as described in the "Certificate of Owners", was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points platted thereon, in conformity with the state of Idaho codes relating to plats, surveys and the corner perpetuation and filing act, Idaho Code 55-1601 through 55-1612.*



P:\Cottonwood Development, LLC\p0013938W\Execution\Drawings\Survey\0013938W-V-P101.DWG

**WHPacific**

2141 W Airport Way, Ste 104  
Boise, ID 83705  
208-342-5400 Fax 208-342-5353  
www.whpacific.com

# ATHLETA SUBDIVISION

A PARCEL OF LAND BEING A PORTION OF  
THE SE1/4 OF SECTION 15 T. 2 N., R. 1 W., B. M., ADA COUNTY, IDAHO  
2019

### HEALTH CERTIFICATE

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied according to the letter to be read on file with the County Recorder or his agent listing the conditions of approval. Sanitary restrictions may be re-imposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

\_\_\_\_\_  
District Health Department, EHS

### APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

This plat was accepted and approved by the Board of Ada County Highway District Commissioners on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Chairman  
Ada County Highway District

### APPROVAL OF CITY COUNCIL

I, the undersigned, City Clerk in and for the City of Kuna, Ada County, Idaho do hereby certify that at a regular meeting of the City Council held on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_ , this plat was duly accepted and approved.

\_\_\_\_\_  
City Clerk, Kuna, Idaho

### APPROVAL OF CITY ENGINEER

I, the undersigned, City Engineer, in and for City of Kuna, Ada County, Idaho hereby state that the recommended conditions of the city of Kuna have been satisfied for this plat.

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

### CERTIFICATE OF COUNTY SURVEYOR

I, the undersigned, County Surveyor, in and for Ada County Idaho, do hereby certify that I have checked this plat and that it complies with the requirements of Idaho Code, relating to plats and surveys

\_\_\_\_\_  
Ada County Surveyor Date

### CERTIFICATE OF COUNTY TREASURER

I, the undersigned, County Treasurer in and for the County of Ada, State of Idaho, per the requirements of Idaho Code, Title 50, Chapter 13, Section 50-1308, do hereby certify that any and all current and/or delinquent County Property Taxes for the property included in this proposed subdivision have been paid in full. This certificate is valid for the next thirty (30) days only.

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

### COUNTY RECORDER CERTIFICATE

STATE OF IDAHO }  
COUNTY OF ADA } SS

I hereby certify that this instrument was filed for record at the request of W&H Pacific at \_\_\_\_ minutes past \_\_\_\_ o'clock \_\_M., on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ , in Book \_\_\_\_\_ of Plats at Pages \_\_\_\_\_ through \_\_\_\_\_ , under instrument No. \_\_\_\_\_.

\_\_\_\_\_  
Deputy Ex-Officio Recorder



**DRAFT**



2141 W Airport Way, Ste 104  
Boise, ID 83705  
208-342-5400 Fax 208-342-5353  
www.whpacific.com

F:\Cottonwood Development, LLC\0013938W\Execution\Drawings\Survey\0013938W-V-PT01.DWG

**DECLARATION OF PROTECTIVE  
COVENANTS,  
CONDITIONS, AND  
RESTRICTIONS FOR ATHLETA  
SUBDIVISION**

**TABLE OF CONTENTS**

Article 1. DEFINITIONS	3
Article 2. PROPERTY SUBJECT TO THIS DECLARATION	6
Article 3. OWNERSHIP AND EASEMENTS	7
Article 4. LOTS AND HOMES	11
Article 5. COMMON AREA	22
Article 6. IRRIGATION WATER SUPPLY SYSTEM	26
Article 7. ARCHITECTURAL REVIEW COMMITTEE	26
Article 8. ATHLETA ASSOCIATION, INC	30
Article 9. DECLARANT'S RIGHTS	32
Article 10. FUNDS AND ASSESSMENTS	33
Article 11. INSURANCE	39
Article 12. GENERAL PROVISIONS	42

**DECLARATION OF  
PROTECTIVE COVENANTS, CONDITIONS, AND**

**RESTRICTIONS FOR ATHLETA SUBDIVISION**

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR ATHLETA SUBDIVISION

("Declaration") is made this \_\_\_\_ day of  
Idaho limited liability company ("Declarant").

**RECITALS**

May 15th, 2019, by **Epic Development Idaho**, an Idaho Limited Liability Company

WHEREAS, the Declarant is the owner, or controls, certain real property and improvements thereon located in the County of Ada, State of Idaho, referred to as ATHLETA SUBDIVISION as depicted and represented on the "ATHLETA SUBDIVISION" recorded in ADA county, Idaho.

WHEREAS, Declarant intends to develop the Property planned community and to establish the planned development project known as "ATHLETA SUBDIVISION", Declarant desires to impose these mutually beneficial covenants, conditions, restrictions, easements, assessments and liens on the Property under a comprehensive general plan of improvement and residential development for the benefit of all of the Owners, the Lots and Common Area within ATHLETA SUBDIVISION and  
WHEREAS, Declarant has deemed it desirable for the preservation of the values and amenities in "ATHLETA SUBDIVISION" to create a Homeowners Association, which shall be a non-profit Idaho corporation, to which will be delegated and assigned the powers and authority to own, maintain and administer the Association and the Common Area and facilities, and administer and enforce the covenants, conditions, and restrictions of this Declaration, and collect and disburse the assessments and charges hereinafter created.

NOW THEREFORE, the Declarant declares that the Property shall be held, transferred, sold, conveyed and occupied subject to the following covenants, conditions, restrictions, easements, charges and liens, or as noted herein, which shall run with the land and shall be binding upon all parties having or

acquiring any right, title or interest in the Property or any part thereof and shall inure to the benefit of the Association and of each Lot Owner.

## ARTICLE 1

### DEFINITIONS

1.1. "Architectural Review Committee" or "ARC" shall mean the Declarant until 100% of the Lots have sold and been constructed, and thereafter shall refer to the Board of Directors unless the Board has appointed a separate body to carry out the functions described in Article 7 in which case "ARC" shall refer to this body.

1.2. "Articles" shall mean the Articles of Incorporation for the non-profit corporation, ATHLETA SUBDIVISION Homeowners Association, Inc., or such similar name approved by and filed with the Idaho Corporation Commissioner.

1.3. "Association" shall mean and refer to ATHLETA SUBDIVISION Homeowners Association, Inc., its successors and assigns.

1.4. "Board" or "Board of Directors" shall mean the Board of Directors of Athleta Subdivision Homeowners Association.

1.5. "Building Structure" shall mean a building that is comprised of one or more Dwelling Units constructed and located on Residential Lots. It is anticipated that each Residential Lot will contain a building structure. Each Unit Will be referred to a townhome. (see Section 1.13).

1.6. "Bylaws" shall mean and refer to the Bylaws of the Association.

1.7. "Common Area(s)" shall mean and refer to any areas of land shown on the recorded plat of the Property, including any improvements thereon, which are intended to be devoted to the common use and enjoyment of the members of the Association, and areas outlined herein as the maintenance responsibility of the Association, unless provided otherwise in this Declaration. The initial Common

Area to be owned by the Association is described as Lots labeled common area #'s 1, 13, 23, 30, 37, 51 of ATHLETA SUBDIVISION , according to the official plat thereof. Additional Common Areas may be maintained by the Association where provided for in this Declaration. Additional areas may be designated Common Areas through annexation of additional phases to ATHLETA SUBDIVISION.

1.8 "Common Unit Exteriors" shall mean the exterior of each Multi-plex constructed on the Property. Common Unit Exteriors shall include the paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces (including siding and trim), window frames, skylights, and other exterior improvements, including, without limitation, exterior mounted lighting fixtures (except light bulbs and excluding any recessed light fixtures), the exterior portions of any chimneys, patios, patio fencing, rain gutters, downspouts, and landscaping as per Section 4.5

1.9. "Conversion Date" shall be the date upon which Class B membership shall cease and be converted to Class A membership. Such date shall be the date which is (i) earlier of the date at which 100% of the total Residential of the total Residential Lots anticipated to be created have sold to an Owner other than a Successor Declarant; or (ii) upon written consent of the Declarant.

1.10. "Declarant" shall mean and refer to "Epic Development Idaho LLC," its successors or assigns, or any successor or assign to any of their interests in the development of the Property, so long as such rights and status are assigned in writing to the successor or assign. All such successors to Declarant shall have the same rights and interest as the initial Declarant. "Declarant" shall not refer to any other subsequent purchaser of a Home.

1.11. "Declaration" shall mean the covenants, conditions, restrictions, and all other provisions set forth in this Declaration of Protective Covenants, Conditions and Restrictions for ATHLETA SUBDIVISION.

1.12. "Dwelling Unit" shall mean any attached unit that may have Common Unit Exteriors and landscaping that are maintained by the Association; and intended for use and occupancy as a residence by a single family or household. Dwelling Unit may also be referred to as "Home" (see Section 1.15). Each Townhome Owner will

own their own townhome or multiple townhome dwellings. Dwelling Units can be sold off individually.

1.13. "Townhome" shall mean a residential building structure located on a Lot, with wall in common with other attached Dwelling Units. The Association will be responsible for the maintenance of all Common Unit Exteriors of each Townhome, except as may be spelled out in this document.

1.14. "General Common Expenses" shall mean those expenditures made or liabilities incurred by the Association, including reserves. Such definition should also apply to the words, "Common Expenses" as used in this Declaration.

1.15. "Home" shall mean and refer to any portion of a structure situated on a Lot designed and intended for use and occupancy as a residence by a single family or household. A Home may also be called a "Dwelling Unit" (see Section 1.12).

1.16. "Lot" shall mean and refer to any plot of land indicated upon the recorded Plat map of the Property or any part thereof creating Home sites or Common Areas, including any annexations to ATHLETA SUBDIVISION Lots may be referred to as Residential or Common Area Lots. It is anticipated that all Residential Lots will contain a Townhome.

1.17. "Lot Easement Area" shall mean and refer to those portions of any Lot subject to any easement benefiting the Association. The term "Lot Easement Area" shall not refer to any portions of any Lot encumbered by an easement to any other party, including without limitation, any governmental entity.

1.18. "Members" shall mean and refer to the Owners of Lots in ATHLETA SUBDIVISION, and who are members of ATHLETA SUBDIVISION Homeowners Association, Inc.

1.19. "Occupant" shall mean and refer to the occupant of a Home who shall be the Owner, lessee, or any other person authorized by the Owner to occupy the premises.

1.20. "Owner" shall mean and refer to the record Owner, including Declarant, whether one or more persons or entities, of the fee simple title to any Lot or a purchaser in possession under a land sale contract. The foregoing does not include persons or entities that hold an interest in any Lot merely as security for the performance of an obligation.

1.21. "Plat" shall mean and refer to the recorded Plat Showing ATHLETA SUBDIVISION and any annexations to the original plat.

1.22. "Property" shall mean and refer to all real property described within the Plat Showing ATHLETA SUBDIVISION , and any annexations of additional property, including the Common Area, and all improvements located on the real property, as may be brought within the jurisdiction of the Association and be made subject to this Declaration.

1.23. "Rules and Regulations" shall mean and refer to the documents containing rules and regulations and policies adopted by the Board of the Association or the Architectural Review Committee ("ARC"), and as may be from time to time amended by the Board and/or ARC.

1.24. "ATHLETA SUBDIVISION" or "ATHLETA" shall mean the real property described on the recorded Plat for the Property, and any annexations of additional lands to ATHLETA SUBDIVISION , and any Common Area included within the Plat of ATHLETA SUBDIVISION Athena Subdivision.

1.25. "Subdivision" shall mean ATHLETA SUBDIVISION as shown on the final Plat recorded in the Office of the County Recorder, Ada County, Idaho. "Subdivision" shall also include any additional real property shown on a final plat which is annexed into the subdivision project pursuant to the provisions of Article II, below.

1.26. "Turnover Meeting" shall be the meeting called by the Declarant to turn over control of the Association to the Class A members.

## **ARTICLE 2**

### **PROPERTY SUBJECT TO THIS DECLARATION**

2.1. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is located in the County of Ada Idaho, in that certain plat map entitled "Plat Showing ATHLETA SUBDIVISION " filed in the plat records of Ada County, Idaho, more particularly described as consisting of Residential Lots 2, 3, 5, 6, 7, 8, 9, 10, 11, 12, 14, 16, 17, 18, 19, 20, 21, 22, 24, 25, 26, 27, 28, 29, 31, 32, 33, 34, 35, 36, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63 Block 1 and Common Area Lots 1, 13, 23, 30, 37 and 51 , as shown on the Plat.

2.2. At any time during the initial term of this Declaration, the Declarant may, at its sole option, annex additional property into the association to be subject to the terms hereof to the same extent as if originally included herein and subject to such other terms, covenants, conditions, easements and restrictions as may be imposed thereon by Declarant. Declarant currently anticipates that there will be a total of approximately 57 Residential Lots consisting of 57 Dwelling Units in the association, but this number may be adjusted at the sole discretion of Declarant. Declarant shall have no obligation of any kind to annex any additional land to the Property.

- Eligible Property. There is no limitation on the number of Lots, which Declarant may annex to the Property, or the right of Declarant to annex common property, except as may be established by applicable ordinances, agreements, or land use approvals.
- Consent or Joinder Not Required. No consent or joinder of any Class A member as defined in the Bylaws, attached hereto as Exhibit "A" or other party except the record owner of the land being annexed shall be necessary to effect any annexation made pursuant to this Section.

(c) Declaration of Annexation. Annexation shall be evidenced by a written Declaration of Annexation executed by the Declarant, or (in the case of an annexation by action of members) by the Board and the owners of the property being annexed, setting forth the legal description of the property being annexed and any additional covenants, conditions and restrictions to be applied to such annexed property.

Notwithstanding any provision apparently to the contrary, a declaration with respect to any annexed property may:

(a) establish such new land classifications and Types of Lots and such limitations, uses, restrictions, covenants and conditions with respect thereto as Declarant may deem to be appropriate for the development of the annexed property;

(b) with respect to existing land classifications, establish additional or different limitations, uses, restrictions, covenants and conditions with respect thereto as Declarant may deem to be appropriate for the development of such annexed property; and/or

(c) contain provisions necessary or appropriate to comply with any condition, requirement, or imposition of any governmental or regulatory authority.

(d) Voting Rights; Allocation of Assessments. Upon annexation, additional Lots so annexed shall be entitled to voting rights and shall be responsible for payment of assessments as required for that fiscal year, at the beginning of the next fiscal year, assessments for the general common areas shall be apportioned equally based upon the total number of Lots following such annexation, but assessments that are relative to a specific product type will be spread equally over only the units of that type.

(e) No Duty to Annex. Nothing herein contained shall establish any duty or obligation on the part of the Declarant or any member to annex any property into the Association and no owner of property excluded from the Association shall have any right to have such property annexed thereto. Declarant is under no obligation to build Homes on any or all the Lots contained in the original Plat.

### **ARTICLE 3**

#### **OWNERSHIP AND EASEMENTS**

3.1. Non-Severability. The interest of each Owner in the use and benefit of the Common Area shall be appurtenant to the Lot owned by the Owner. No Lot shall be conveyed by the Owner separately from the interest in the Common Area, subject to the provisions of Section 3.3. Any conveyance of any Lot shall automatically transfer the right to use the Common Area without the necessity of express reference in the instrument of conveyance. There shall be no judicial partition of the Common Area, nor of any Dwelling Units. Each Owner, whether by deed, gift, devise or operation of law, for his/her own benefit and for the benefit of all other Owners, specifically waives and abandons all rights, interests and causes of action for judicial partition of any interest in the Common Area or individual Dwelling Units and does further agree that no action for judicial partition shall be instituted, prosecuted or reduced to judgment. The ownership interest in the Common Area and Residential Lots described in this Article are subject to the easements granted

and reserved in this Declaration for drainage, needed maintenance support and maintenance of the exterior appearance for the Building Structures. Each of the easements reserved or granted herein shall be deemed to be established upon the recordation of this Declaration and shall forever be deemed to be covenants running with the land for the use and benefit of the Owners and their Lots and shall be superior to all other encumbrances applied against or in favor of any portion of Athena Subdivision.

3.2. Ownership of Residential Lots. Title to each Residential Lot in Athena shall be conveyed in fee to an Owner. If more than one person and/or entity owns an undivided interest in the same Lot, such person and/or entities shall constitute one Owner.

3.3. Ownership of Common Area Lots and Common Maintenance Areas. Title to the Common Area Lots, if any, shall be conveyed to the Association not later than Turnover. The Association shall accept such conveyance, and such Property shall thereafter be Common Area Property to be maintained by the association for the benefit of all of its Members. The Declarant or the Board of Directors may convey title to Common Area Lots(s), if any, to a City, County or other Government agency. As per the Plat Showing Athena Subdivision, the Common Area Lots and Common Maintenance Areas are owned and maintained as follows, for the benefit of all association members:

(a) Parking Lot Areas, covered and non-covered, will be Maintained by the

association.

(b) Trash Enclosures, fencing and mailboxes shall be maintained by the

association.

(c) Any garden or common area will be maintained by the association.

3.4. Easements. Individual deeds to Lots may, but shall not be required to set forth the easements specified in this Article.

(a) Easements on Plat. The Residential and Common Area Lots are subject to the easements and rights of way illustrated, or noted, on the Plat Showing Athena Subdivision. These easements shall include, but are not limited to, the following:

(i). A twenty (20) foot wide permanent public utilities, property drainage and irrigation easement is hereby designated along all lot lines common to a public right-of-way and a twelve (12) foot wide public utilities permanent easement is hereby dedicated along the subdivision boundary line adjacent to Lots 4 and Lots 12-19, Block 1.

(ii). Lot 4, Block 1 is subject to an existing City of Kuna Sewer and Water Line Easement-Note from plat

(iii) As noted on the Plat, the Property is subject to a number of development agreements, irrigation easements, envy access easement, stone water basin as noted on the plat.

(iv) Lot and that portion of Lot 1, may have some code enforcement with the city that needs zoned a specific way.

(b) Easements for Common Area. Every Owner shall have a non-

exclusive right and easement of use and enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot. Any Owner may delegate his right of enjoyment to the Common Area and facilities to the members of his family, guests, his tenants, or contract purchasers who reside on the property.

(c) Easements Reserved by Declarant. So long as Declarant owns any Lot, Declarant reserves an easement over, under and across the Common Areas in order to carry out sales activities necessary or convenient for the sale of Lots. In addition, Declarant hereby reserves to itself, and for its successors and assigns, a perpetual easement and right-of-way for access over, upon and across the Common Areas for construction, utilities, communication lines, drainage, and ingress and egress for the benefit of the Lots or other property owned by Declarant. Declarant, for itself and its successors and assigns, hereby retains a right and easement of ingress and egress over, in, upon, under and across the Common Area and the right to store materials thereon and to make such other use thereof as may be reasonably necessary or incident to the construction of the improvements on the Property or other real property owned by Declarant in such a way as to not unreasonably interfere with the occupancy, use, enjoyment or access to an Owner's Lot by that Owner or his/her family, tenants, guests or invitees.

(d) Additional Easements. Notwithstanding anything expressed or implied to the contrary, this Declaration shall be subject to all easements granted by Declarant for the installation and maintenance of utilities and drainage facilities necessary for the development of Athena Subdivision. No structure, planting or other material shall be placed or permitted to remain within any easement area which may damage or interfere with the installation or maintenance of utilities, or which may change the direction of flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each Lot and all improvements thereon shall be maintained continuously by the Owner of the Lot, except for those improvements for which a public authority, utility company or the Association is responsible.

(e) Association's Easements. There are hereby reserved to the Association and its duly authorized agents and representatives such easements as are necessary to perform the duties and obligations of the Association as set forth in this Declaration, the Bylaws and Articles as the same may be amended or supplemented.

(f) Easement to Governmental Entities. There is hereby reserved and granted a non-exclusive easement over the Common Area to all governmental and quasi-government entities, agencies, utilities, and their agents for the purposes of performing their duties within Athena.

(g) Maintenance Easement. An easement is hereby reserved in favor of the Association and its successors, assigns, contractors, agents and employees over, across, and under each Lot, the exterior portions of the dwelling units on each Lot, the Common Areas, the Common Maintenance Areas, the Common Unit Exteriors, the landscaped areas, the planter strips, and any other areas of the Property necessary or appropriate for the purposes of accomplishing any maintenance, repair, and replacement of Improvements.

(h) Maintenance Obligations/Owner restrictions. Except as specifically noted in this document, the Owner, at his/her expense, shall maintain, repair and replace the improvements and utility installations in any Lot Easement Area and shall hold the Association harmless from any such costs.

(i) Public Utility Easements. Public Utility Easements are reserved, as defined on the Plat Showing Athena Subdivision. No building, structure, tree or other obstruction shall be placed or located on or in a Public Utility Easement.

## ARTICLE 4

### LOTS AND HOMES

4.1. Residential Use: Residential Lots shall be used for residential purposes only. Except with the consent of the Board of Directors, no trade, craft, business, profession, commercial or similar activity of any kind shall be conducted on any Lot, nor shall any goods, equipment, vehicles, materials or supplies used regarding any trade, service or business be kept or stored on any Lot. Nothing in this paragraph shall be deemed to prohibit the following:

(a) Commercial Activities of Individual Residences. The right of the Owner of a Lot to maintain his/her professional or personal library, keep his/her personal business or professional records or accounts, handle his/her personal business or professional telephone calls or confer with business or professional associates, clients or customers, in his/her residence, so long as such activity is not observable outside of the residence, does not significantly increase parking or vehicular traffic, or is in violation of applicable local government ordinances. The mere parking on a Residential Lot or in the street, of a vehicle bearing the name of a business shall not, in and of itself, constitute a violation of this provision. The Board of Directors shall not approve commercial activities otherwise prohibited by this paragraph unless the Board determines that only normal residential activities would be observable outside of the residence and that the activities would not be in violation of applicable local government ordinances.

(i) Neither the Association, the Board of Directors, nor the management agent shall be held responsible for any loss of wages, income or computer connectivity if telephone, computer or internet service is interrupted by the Association, an Association vendor, or utility, or the management agent.

4.2. Construction and alterations. Except for construction performed by or contracted for by Declarant, no construction, reconstruction, exterior painting, or exterior alterations shall occur on any Lot, unless the approval of the ARC is first obtained pursuant to Article 7. Consideration such as siting, shape, size, color, design, height, solar access, or material may be considered by the ARC in determining whether or not to consent to any proposed work. Such work includes, but is not limited to landscaping, patios, fencing, solar panels, or remodeling. The intent of this covenant is to ensure quality of workmanship and material, harmony of external design with the existing and planned structures as to location and visual compatibility and finish grade elevations. Original construction designs, materials and product specifications by Declarant may vary from any or all specified in this document. All construction performed by or contracted for by Declarant, shall be presumed to have met these minimum requirements or have been granted a variance thereto.

4.3. The following restrictions are minimum standards applicable to all Lots:

(a) Mobile Homes. Mobile homes will not be permitted on any Lot.;

(b) Height. No townhome shall exceed two (2) stories, excluding basement and/or garage levels, in height above the ground at street level, and the Architectural Review Committee, in its sole discretion, may adopt Guidelines to further define and impose maximum height limitations, which may vary from area to area within the Property and from Lot to Lot, in its discretion;

(c) Floor Area. The square footage of each Dwelling Unit therein shall be reasonable and appropriate to the other homes in the Property. The Architectural Review Committee shall, in its sole discretion, determine the adequacy of this provision.

(d) Security Doors/Windows and Screen Doors. No security doors and no exterior security bars or devices on windows and doors shall be installed without the prior written approval of the ARC. If the ARC approves any type security door or window security, such approval shall encourage or require a single style for all Homes so they will maintain a uniform and aesthetic appearance.

4.4. Landscaping.

(a). Declarant reserves the right to install and maintain landscape improvements on Lots for sales and marketing purposes, and hereby reserves a landscape easement on said Lots for this purpose, until the point of turnover. Declarant is not obligated to provide any landscaping in said areas noted in this section.

(b). The Association shall maintain irrigation and landscaping on all portions of the Residential Lots, and on all portions of the Common Area Lots. In the event, however, the need for such maintenance or repair is caused by the willful or negligent act or omission of an Owner, his/her or her family, tenants, guests or invitees, and to the extent such maintenance or repair is not covered by the Association's insurance policy, the costs of such maintenance and repair may, at the discretion of the

Board of Directors, be charged to the Owner as a Limited Assessment. The acceptance and submission of any insurance claims for Association insurance is at the sole discretion of the Board of Directors.

(c). Landscape irrigation settings shall be set by the Association, and no Owner or Occupant shall tamper or change these settings. The Association shall maintain an easement to access any irrigation control boxes located on Residential Lots.

4.5. Common Unit Exterior Maintenance. The Association shall not provide exterior maintenance upon each townhome and will be at the cost and of the homeowner: paint, repair, replace and care for roofs, gutters, downspouts, exterior building surfaces (including siding and trim), window frames, skylights, and other exterior improvements, including, without limitation, exterior mounted lighting fixtures (except light bulbs and excluding any recessed light fixtures), the exterior portions of any chimneys, patios, patio fencing, rain gutters, downspouts, and landscaping as per Section 4.5 (b). Other exterior maintenance does not include repair or replacement of doors, screens, glass in light fixtures, and other glass surfaces, including exterior window and skylight glass, except to the extent of the proceeds of the Association's insurance and only pertaining to common area lots.

4.6.1 Single Property Management Company for Property and Association. In order to maintain consistency throughout the property in terms of leasing activities, tenants, and the maintenance and/or replacement of the property, including the common lots and maintenance property, the board shall contract with a property management company to manage the Association and the Property including without limitation, the leasing of All Lots and Dwelling Units. The property management company shall be chosen by the Board on terms agreed by the Board, in its discretion. The board may replace a property management company at any time. By acceptance a deed to any portion of the Property, each owner hereby agrees that his/her/its lot and dwelling unit shall be managed by a property management company (including leasing activities) chosen by the board, in its discretion, and such owner agrees to pay any and all fees association therewith and sign any property management contracts requested by such company. The property management company may charge its fees directly to the owner and or charge any or its fees to the Association. All property management fees charge to the association shall be classified as Regular Assessments and paid by all owner pursuant to the remaining terms of this Declaration.

4.6.2 Rental of Homes. An Owner shall be entitled to rent or lease his/her townhome, or individual Dwelling Unit(s), subject to the following:

(a) **Written Rental Agreements.** Written rental or lease agreement is required, specifying that: (i) the tenant shall be subject to all provisions of the Declaration, Bylaws and Rules and regulations, and (ii) failure to comply with any provision of the Declaration, Bylaws and rules and regulations shall constitute a default under the rental agreement.

(b) **Minimum rental Period.** The period of the rental or lease is not less than thirty (30) days; and

(c) **Tenant Must Be Given Documents.** The Owner or acting agent gives each tenant a copy of the Declaration, Bylaws and Rules and Regulations, and tenant is made to understand his or her obligations under those documents.

(d) **Owner Responsibility.** Owner shall be responsible for any violations by tenants and shall be solely responsible for either correcting or eliminating such violations, or getting tenant to do same.

4.7. **Animals.** No animals, livestock or poultry of any kind shall be raised, bred, kept or permitted within any Lot other than a reasonable number of domestic household pets which are not kept, bred or raised for commercial purposes and which are reasonably controlled so as not to be a nuisance. Any inconvenience, damage or unpleasantness caused by such pets, including noise, shall be the responsibility of the respective Owners thereof. No dogs shall be permitted to roam the Property unattended, and all dogs shall be kept on a leash while outside a Residential Lot. An Owner may be required to remove a pet from the property upon the receipt of the third notice in writing from the Association Board of Directors of violation any rule, regulation or restriction governing pets within the Property.

A "reasonable number of domestic household pets" and the definition of "domestic household pets" shall be subject to rules adopted and approved by the Board in its sole discretion.

4.8. **Nuisance.** No noxious, harmful or offensive activities shall be carried on upon any Residential or Common Area Lot, nor shall anything be done or placed on any Residential or Common Area Lot which interferes with or jeopardizes the enjoyment, or which is a source of annoyance to the other Owners or Occupants.

4.9. **Firearms.** The discharge of firearms within the Property is prohibited. The term "firearms" includes "BB" guns, pellet guns and other firearms of all types, regardless of size.

4.10.

Parking.

(a) Parking of non-commercial passenger vehicles is allowed on areas paved by asphalt or concrete only, and no portion of the vehicle may overhang or block sidewalks or pathways. The parking of vehicles is prohibited in any area of the Property marked "No Parking," or if curbs are painted to restrict parking. For the purpose of this Declaration, the definition of non-commercial passenger vehicle is a vehicle under 10,000 lbs. such as cars, trucks, SUVs, and motorcycles, licensed to be ridden or driven on public streets.

(b) Campers, trailers, boats, boat trailers, recreational vehicles, commercial vehicles, or other types of non-passenger vehicles, equipment, implements, or accessories may be temporarily kept on the private streets within the Property for a period not to exceed forty-eight (48) hours and only for the purposes of cleaning, preparation for use, and unloading.

4.11. Vehicles in repair. No Owner shall permit any vehicle, which is not currently licensed or is in a state of disrepair or unsightliness to be abandoned or to remain parked upon any Residential Lot, nor on a Common Area Lot, for any length of time. A vehicle shall be deemed in a "state of disrepair or unsightliness" when the Board of Directors reasonably determines that its presence does or could offend the Owners and Occupants, or effect property values in the Subdivision. Should any Owner fail to remove such vehicle within five (5) days following the date on which the notice is mailed to him/her by the Association, the Association shall have the right to have the vehicle removed from the Property and charge the expense of such removal to the Owner. All Owners are hereby given notice that any improperly parked, stored, or used vehicle may be towed by the Association. All oil or grease on roadways or driveways shall be cleaned up immediately by Owner.

4.12. Maintenance or Repair of Vehicles. Any maintenance or repair of vehicles or other machinery or equipment must take place entirely within the enclosed garage of an Owner.

4.13. Signs. Plastic artwork of any kind to be placed in public view must be approved by the Architectural Review Committee. No sign, banner or billboard of any kind may be kept or placed on any Lot or mounted, painted or attached to any Home, fence or other improvement so as to be visible from public view within the Property or adjacent public street or carried by any person or by any other means displayed within the Property except as provided below:

- (a) "For Sale" signs: An Owner may erect one (1) sign not exceeding two (2) feet by three (3) feet in dimension, fastened only to a stake in the ground and extending not more than three (3) feet above the surface of the ground advertising the property for sale.
- (b) "For Rent" signs: An Owner may erect one (1) sign not exceeding three (3) square feet in area advertising the property for rent. Such signs shall be visible from the front of the Home only, and shall be displayed from within the Home. No such sign shall be erected within a lawn or landscape area on any Lot, or attached to the outside of the Home.
- (c) Political signs: Political signs may be erected upon a Lot by the Owner of such Lot advocating the election of one or more political candidates or the sponsorship of a political party, issue or proposal provided that such signs shall not be erected more than ninety (90) days in advance of the election to which they pertain and are removed within fifteen (15) days after the election.
- (d) This provision shall not apply to any placards, posters, window stickers, notices, or markers that indicate that a home is protected by a home security system or otherwise protected from burglary, invasion, fire, or warns of other safety concerns, so long as such indicator is less than one square-foot in size, and is placed in a manner that is not overtly visible to passersby, but can be observed by all those approaching, entering, or attempting to enter a home.
- (e)Flags : The foregoing restrictions shall not be deemed to prohibit the display of the flag of the United States or the State of Idaho by an Owner or occupant of a Lot if the flag is displayed in a manner consistent with federal flag display law, 4 U.S.C. § 1 et seq. and any applicable Idaho State Statute.
- (f) Declarant Signs: Signs, banners, flags, monuments, and billboards may be erected by the Declarant and are exempt from the provisions of this Section 4.14.
- (g) Builder Signs: A Builder may erect signs and banners on any Lot or Home owned by the Builder if such signs and/or banners are erected for the purpose of marketing and selling Homes constructed by the Builder on Lots owned by the Builder, subject to rules and restrictions established by Declarant from time to time. A Builder may also erects signs and/or banners on

the Common Areas to market and sell Homes constructed by the Builder on Lots owned by the Builder, provided that Declarant authorizes in writing (in Declarant's sole discretion) the erection of such signs and/or banners on the Common Areas.

4.14. Rubbish and Trash. No Lot or part of the Common Area shall be used as a dumping ground for trash or rubbish of any kind, except as contained in trash enclosures located throughout the Property. All garbage and other waste shall be disposed in trash enclosures, and no individual trash containers shall be visible from any adjacent street or neighboring Lots, except on regularly scheduled trash pick-up days. Yard rakings, dirt and other material resulting from landscaping work shall not be dumped onto streets, the Common Areas, or any other Lots. Should any Owner fail to remove any trash, rubbish, garbage, yard rakings or any such materials from any Lot, any roadways or Common Area where deposited by him/her within five (5) days following the date on which notice is mailed to him/her by the Board of Directors, the Association may have such materials removed and charge the expense of such removal to the Owner.

4.15. Fences and Hedges. Any fencing located on the Common Areas will be maintained by the Association. Except for the fencing installed on the patio of the Dwelling Units, which will be maintained by the Association, no other fencing may be installed on a Lot without the written permission of the Board of Directors.

4.16. Setback, Maximum Height, and Minimum Yard Requirements: Each Lot shall be subject to: (1) any setback and minimum yard requirements shown for such Lot on the recorded Plat Showing Athena Subdivision; (2) all setback height, and minimum yard requirements established by Ada County or other governmental entity with jurisdiction over such Lot; and (3) any land use review procedure established by Ada County or other government entity with jurisdiction over such Lot for review and approval of variance from any such governmental requirements. The Architectural Review Committee, upon application from a Member, may in its discretion waive any violation of this Section, which it finds to have been inadvertent, provided the same would not constitute a violation of applicable government regulations.

4.17. Service Facilities; Utilities. Service facilities (e.g. garbage containers, clotheslines, air conditioning compressors, etc.) shall be screened such that the elements thereof are not visible at any time from the street or a neighboring home. The exterior location of any heating and air conditioning compressors or heat pumps shall be approved in advance by the ARC. Said locations must take into consideration the noise and view from adjacent townhomes. No overhead wire, service drop or other facility for the distribution of electric energy or for telecommunication purposes, nor any pole, tower or other structure supporting outdoor overhead wires shall be erected, placed or maintained within the Property. No window air-conditioning or heating units are allowed. All utility lines shall be maintained, repaired and replaced by the Owner of each Lot, or all Owners individually and/or collectively at their sole expense. The Association is not responsible for the

maintenance of any utility, cable TV, or phone services of facilities on the Residential Lots. Maintenance of any drainage ditch or pipe crossing a Lot is the responsibility of the Owner unless such responsibility is assumed by an irrigation/drainage entity.

4.18. Clothes Hanging Devices. Clothes hanging devices exterior to a Home shall be temporary, unaffixed structures not to exceed six (6) feet in height and shall not be placed nearer to any street abutting the Lot than the side yard setback line or the back of the Home constructed on the Lot. Clothes hanging devices shall be screened from public view by a fence. Any such devices must be approved by the ARC before installation.

4.20. Mailboxes and Other Delivery Boxes: Mailboxes shall be installed only in groups of boxes in accordance with the requirements of the United States Postal Service and applicable governmental authorities. Individual mailboxes are prohibited. Newspaper boxes and any other delivery boxes may not be installed unless first approved as to location and design by the Architectural Review Committee.

4.21. Exterior Lighting or Noisemaking Devices. Except with the consent of the ARC, no exterior lighting or noisemaking devices shall be installed or maintained on any Lot, other than security and fire alarms. However, false alarms of security and fire systems will not be allowed to repeatedly occur. Further, it is anticipated that customary lighting at doorways, and in front yard poles will be permitted so long as they are constructed and designed to be directed downward and so long as they don't unreasonably focus or direct strong lighting on areas outside of the Owner's Lot. Seasonal holiday lighting and decorations are permissible if consistent with any applicable rules and regulations and if installed no more than thirty (30) days before the celebrated holiday, and removed within thirty (30) days after the celebrated holiday.

4.22. Solar Energy Panels. Except as otherwise provided by applicable law or this Section 4.22, no Solar Energy Panel (as defined below) may be erected, constructed, or placed on any Lot or Home. With the prior written consent of the ARC, an Owner may install a ground-mounted or roof-mounted Solar Energy Panel on its Lot provided that all of the following conditions are satisfied:

(a) If ground-mounted, then the Solar Energy Panel may only be located in the rear yard of a Lot and must be screened from public view by a fence or landscaping approved by the ARC, unless the screening materially effects the economic installation of the Solar Energy Panel (as determined by the ARC in its reasonable discretion) or degrades the operational performance quality of the Solar Energy Panel by more than ten percent (10%);

(b) If roof-mounted, then (i) no part of the Solar Energy Panel may extend above the roof line of the townhome on which it is installed, (ii) no Solar Energy Panel may be installed on any roof facing a street unless the Solar Energy Panel conforms to the slope of the roof and the top edge of the Solar Energy Panel is parallel to the roof ridge, and (iii) the Solar Energy Panel frame, support brackets and visible piping and wiring are painted to coordinate with the roofing materials; and

(c) The Solar Energy Panel meets applicable health and safety standards and requirements imposed by state and local permitting authorities.

The ARC may adopt additional rules and regulations governing the installation, safety, placement, and screening of a Solar Energy Panel, provided that such rules and regulations do not conflict with any applicable laws. For purposes of this Section, "Solar Energy Panel" means a panel device or system or combination of panel devices or systems that relies on direct sunlight as an energy source, including a panel device or system or combination of panel devices or systems that collects sunlight for use in the heating or cooling of a structure or building, the heating or pumping of water, and the generation of electricity.

4.23. Window Treatments. Aluminum foil, reflective film, newspapers or similar treatments shall not be placed on windows or glass doors.

4.24. Recreational Equipment. No playground, athletic or recreational equipment or structures, including without limitation, basketball backboards, hoops and related supporting structures, shall be permanently installed in view from any street, sidewalk or Common Area within the Property. Portable structures shall be removed from view when not in use and stored out of view from any street, sidewalk or Common Area.

4.25. Grades, Slopes, and Drainage. There shall be no interference with the established drainage patterns or systems over or through any Lot within the Property so as to affect any other Lot or Common Area or any areas outside the Property unless adequate alternative provisions are made for proper drainage and are approved by the ARC. The term "established drainage" shall mean any wall, drainage swales, conduits, inlets and outlets designed and constructed on the Property.

4.26. Damage or Destruction to Home, Four-plex and/or Lot. If all, or any portion of a Lot or Home, is damaged by fire or other casualty the Owner shall restore the damaged improvements subject to the

provisions of any applicable insurance policies, including insurance policies obtained for the Townhomes as applicable. Restoration must be performed so that the improvements are in substantially the same condition in which they existed prior to the damage, subject to current governmental regulations, building codes, and provisions of Article 7 of this Declaration. The Owner must commence such work within sixty (60) days after the damage occurs and must complete the work within six (6) months thereafter.

4.27. **Detached Buildings.** No permanent or removable detached accessory buildings, including, but not limited to, storage buildings, greenhouses, children's playhouses and similar structures will be permitted on the Residential Lots.

4.28. **Owner's Maintenance Obligations.** Each Owner shall maintain their Lot, to the extent such maintenance is not the responsibility of the association, in a clean and attractive condition, in good repair, and in such a fashion as not to create a hazard of any kind. Such improvements not maintained by the Association shall include, but are not limited to: the foundation, floors, walls, and other structural elements of a Dwelling Unit to the extent not considered Common Unit Exteriors; all plumbing, mechanical, electrical, communication, and other utility systems; all exterior doors, window and skylight glass, and screens, and any other exterior maintenance as described in Article 4, Section 4.5, above. All work on such items is subject to ARC or Board review and approval prior to commencement of work.

4.29. **Right of Maintenance and Entry by Association.** If an Owner fails to perform maintenance and/or repair which he/she is obligated to perform pursuant to this Declaration, and if the Board determines, after notice and a hearing, that such maintenance and/or repair is necessary to preserve the attractiveness, quality, nature and/or value of Athena Subdivision, the Board may cause such maintenance and/or repair in connection therewith to be performed and may enter any such Lot whenever entry is necessary in connection with the performance of any maintenance or construction which the Board is authorized to undertake. Entry shall be made with as little inconvenience to an Owner as practicable and only after advance notice and opportunity for hearing. This notice and hearing procedure may be reasonably suspended in the event of an emergency that threatens any Dwelling Unit, Lot, or neighboring Lot or structure.

4.30. **Association Rules and Regulations.** The Board of Directors, from time to time, may adopt, modify or revoke Rules and Regulations governing the conduct of persons and the operation or use of Lots and Common Areas, the imposition of fines and forfeitures for violation of Association Rules and regulations, and procedural matters for use in the conduct of business of the Association. As it may deem necessary or appropriate in order to assure the peaceful and orderly use and enjoyment of the Property. A copy of any Rules and Regulations, upon adoption, amendment, modification or

revocation thereof, shall be delivered by the Board of Directors promptly to each Owner and shall be binding upon all Owners and Occupants of all Lots upon the date of delivery or actual notice thereof.

4.31. Ordinances and Regulations. The standards and restrictions of Article 4 shall be the minimum required. To the extent the ordinances and regulations of the City of KUNA, Ada County, or the State of Idaho are more restrictive, or provide for a higher or different standard, the ordinances and regulations of the City of Kuna, Ada County, or the State of Idaho, and any jurisdiction of Property, which may be annexed into, shall govern.

4.32. Violation. The Association may impose a fine, charge or penalty for any violation of this Declaration, the Bylaws, or the Rules and Regulations after reasonable notice of the violation and a reasonable opportunity for a hearing. Additionally, the Association may seek injunctions or other equitable relief or may file an action for money damages owing from such violations. In the event the services of an attorney are retained to bring an Owner into compliance with the terms of this Declaration, enforce or interpret its terms in any way, or collect the Assessments due and owing under this Declaration, the Owner in question shall be responsible for all attorney's fees incurred, as a Limited Assessment.

4.33. Security. The Association may, but shall not be obligated to, maintain or support certain activities within the Property designed to make the Property safer than it otherwise might be. Neither the Association, any managing agent retained by the Association, Declarant, nor any successor declarant shall in any way be considered insurers or guarantors of security within the Property, nor shall any of them be held liable for any loss or damage by reason of failure to provide adequate security or of ineffectiveness of security measures undertaken. No representation or warranty is made that any fire protection system, burglar alarm system or other security system cannot be compromised or circumvented, nor that any such systems or security measures undertaken will in all cases prevent loss or provide the detection or protection for which the system is designed or intended. Each Owner acknowledges, understands and covenants to inform its tenants that the Association, its Board of Directors and committees, any managing agent retained by the Association, Declarant, and any successor Declarant are not insurers and that each person using the Property assumes all

## ARTICLE 5

## COMMON AREA

5.1 Common Area Lots. The Common Area Lots are defined on the Plat Showing Athena Subdivision

5.2 Use of Common Areas. Use of the Common Areas is subject to the provisions of the declaration, Bylaws, Articles and Rules and Regulations promulgated by the Board of Directors. There shall be no use of the Common Area except by Owners and their invitees. There shall be no obstruction of any part of the Common Area. Nothing shall be stored or kept in the Common Area without the prior written consent of the Board of Directors. No alterations or additions to the Common Area shall be permitted without the prior written approval by the Board of Directors. Any work so authorized by the Association's Board of Directors shall be considered a temporary easement over the Common Area. Nothing shall be stored or kept in the Homes or Common Area, which will increase the rate of insurance on the Common Area, or other Association insurance, without the prior written consent of the Board. At the Owner's sole expense, written approval from the Association's insurance carrier for such work in the Common Area must be obtained. If there are any insurance settlement claims or condemnation awards paid to the Association, a portion of the entire proceeds may be directed to the Lot Owner for said improvements.

5.3 Maintenance of Common Area. The Association shall be responsible for maintenance, repair, replacement, and upkeep of the Common Area, including, but not by way of limitation, any and all drainage systems, landscaping, pressurized and/or gravity irrigation systems, common area lighting not maintained by a public agency, fencing, private streets, and any other Improvements that may be included in Common Area, or as described in this Declaration. It is anticipated that the Association will own and maintain the pump station and irrigation system initially, and then the Kuna Irrigation District will take over ownership in the future. The Association shall keep the Common Area and improvements thereon in good condition and repair, provide for all necessary services and cause all acts to be done which may be necessary or proper to assure the maintenance of the Common Area in first class condition.

5.4 Alterations to Common Area. Only the Association shall construct, reconstruct, or alter any improvement situated upon the Common Area. A proposal for any construction of or alteration, maintenance or repair to an improvement may be made at any meeting. A proposal may be adopted by the Board, subject to the limitations contained in the Bylaws and the Declaration.

5.5 Dedication of Common Area. The Association may dedicate or transfer however, that except as to the Association's right to grant easements for utilities and similar or related purposes, no part of the Common Area and facilities may be alienated, released, transferred, hypothecated or otherwise

encumbered without the written approval of two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly held for this purpose.

5.6 Funding. Expenditures for alterations, maintenance or repairs to an existing capital improvement for which a reserve has been collected shall be made from the reserve account. As provided in Section 10.6, the Board may levy a special assessment to fund any construction, alteration, repair or maintenance of an improvement (or any other portions of the Common Area) for which no reserve has been collected or for which the reserve account is insufficient to cover the cost of the proposed improvement.

5.7 Landscaping. The Association shall be responsible for all landscaping located in any Common Area properties, as provided in Section 3.3 above. All landscaping on any portion of the Common Area shall be maintained and cared for in a manner consistent with the standard of design and quality as originally established by Declarant or the ARC.

5.8 Condemnation of Common Area. If all or any portion of the Common Area is taken for any public or quasi-public use under any statute, by right of eminent domain or by purchase in lieu of eminent domain, the entire award shall be received by and expended by the Board of Directors in a manner which in their discretion is in the best interest of the Association. The Association shall represent the interest of all Owners in any negotiations, suit or action or settlement relating to such matters.

5.9 Damage or Destruction of Common Area. In the event any Common Area is damaged or destroyed by an Owner or any of his/her Occupants, guests, tenants, licensees, agents or members of his/her family in a manner that would subject such Owner to liability for such damage under Idaho law, such Owner does hereby authorize the Association to repair such damage. The Association shall repair the damage and restore the area in workmanlike manner as originally constituted or as may be modified or altered subsequently by the Association in the discretion of the Board of Directors. The reasonable cost necessary for such repairs shall become a special assessment upon the Lot of the Owner who caused or is responsible for such damage.

## ARTICLE 6

### IRRIGATION WATER SUPPLY SYSTEM

6.1 Irrigation Water Supply System: All residential and Common Area Lots to which delivery of irrigation water is feasible in the Declarant's discretion, shall have access to a pressurized irrigation water system ("Irrigation Water Supply System") to be constructed by Declarant and owned and operated by the Association for the benefit of the Association, Declarant and Lot Owners, in accordance with the following provisions:

(a) Use of the water delivered through the Irrigation Water Supply System shall be subject to such rules and regulations of the Association as may from time to time be adopted by the Association. The Association shall regulate the use of water to conserve its availability for Lots and for the Common Area and may, in cooperation with the appropriate irrigation authority, establish a water rotation for the Common Area and each Lot. The irrigation water supplied through the Irrigation Water Supply System is derived from the Boise River and provided by the Kuna irrigation district in compliance with Idaho Code. Irrigation water is subject to variability and availability from year to year, and generally only from approximately mid-April through mid-October of each year.

(b) The Association may contract with a qualified operation and maintenance company or persons to manage the Irrigation Water Supply System for the Association, which will include maintenance of the delivery and infrastructure for the pressurized and gravity irrigation systems.

(c) The Association shall be responsible for the maintenance and repair of both the Pressurized and Gravity Irrigation Water Supply System up to the stub provided for each Lot. Each Owner shall be responsible for the costs incurred in installing, operating, maintaining, repairing or replacing any component of the sprinkler irrigation system located on a Lot from and beyond the said stub.

(d) Water from the Irrigation Water Supply System is non-potable and may contain weed seed, herbicides, pesticides or other contaminants over which the Declarant, the Association and the applicable irrigation entity have no control. Each Owner shall be responsible to insure the irrigation water used on his Lot is not consumed by any person or used for culinary purposes.

(e) Any Owner desiring to connect an alternate source of irrigation water to the irrigation system on his Lot shall be responsible for the cost thereof (both for the connection and the water) and have a backflow prevention device installed to prevent the alternate source from being contaminated with non-potable irrigation water, in accordance with applicable law.

(f) Each Owner shall be responsible to pay the assessments levied by the applicable irrigation authority, including the Nampa-Meridian Irrigation District. All Owners shall be required to pay the Annual Assessments levied by the Association (which assessment shall include an amount for the operation, maintenance, repair and replacement of the Irrigation Water Supply System and delivery of irrigation water) regardless of actual use or non-use of water from the Irrigation Water Supply System.

6.2 Sewer Connection. Each Residential Lot will be responsible for a monthly sewer assessment after connection to the City of Kuna public sewer system, in accordance to the ordinances and laws of Kuna. The following provisions shall apply:

(a) Each Owner shall submit to inspection by either the Public Works Department or the Building Department whenever a subdivided lot is to be connected to the City's sewage system and a building is constructed or installed on or within the Owner's property.

(b) Declarant, on behalf of each and every subsequent Owner of any Lot, covenants and agrees that each Residential Lot Owner will pay the City of Kuna for monthly sewer assessments, and hereby does vest in KUNA the right and power to bring all actions against the owner of the premises hereby conveyed or any part thereof for the collection of any charges herein required and to enforce the conditions herein stated.

6.3 Easement. Declarant reserves to itself, its agents, contractors, subcontractors and employees, successors and assigns, a nonexclusive easement as depicted on the Plat, inside the boundary of each Lot and the Common Area adjacent to the right-of-way for construction of the pressurized Irrigation Water Supply System. Easements related to governmental agencies for the maintenance and repair of sewer mainlines are reserved as per Article 3, Section 3.4 (f).

## ARTICLE 7

### ARCHITECTURAL REVIEW COMMITTEE

7.1. Architectural Review. No improvement shall be commenced, erected, placed or altered on any Lot until the construction plans and specifications showing the nature, shape, heights, materials, colors, and proposed location of the improvement have been submitted to and approved in writing

by the RC, or Board of Directors, as discussed in Section 7.14 (a). It is the intent and purpose of this Declaration to assure quality of workmanship and materials and to assure harmony of exterior design with the existing improvements and landscaping.

7.2. Architectural Review Committee, Appointment and Removal. The ARC shall consist of no fewer than three (3) members and no more than five (5) members, as the Board may appoint from time to time. The Declarant reserves the right to appoint all members of the ARC and all replacements thereto until 100% of the Lots have been sold and constructed. The declarant may appoint a single person to serve as the ARC. The terms of office for each member of the ARC shall be for one (1) year unless lengthened by the Board at the time of appointment or unless the Board serves as the ARC in which event the terms of the ARC members shall be the same as their terms as Board members. The Board may appoint any or all its members for the ARC and there should be no requirement for non- Board members on the ARC. The Board may appoint one or more members to the ARC who are not Owners, but who have special expertise regarding the matters that come before the ARC. In the sole discretion of the Board, such non-Owner members of the ARC may be paid and that cost paid by applicants or the Association.

7.3. Majority Action. Except as otherwise provided in this Declaration, a two thirds majority of the members of the ARC shall have the power to act on behalf of the ARC, without the necessity of a meeting and without the necessity of consulting the remaining member of the ARC. The ARC may render its decision only by written instrument setting forth the action taken by the members consenting thereto.

7.4. Duties. The ARC shall consider and act upon the proposals and/or plans submitted pursuant to this Article. The ARC, from time to time and at its sole discretion, may adopt architectural rules, regulations and guidelines ("Architectural Standards"). The Architectural Standards shall interpret and implement the provisions of this Declaration for architectural review and guidelines for architectural design, placement of buildings, color schemes, exterior finishes and materials and similar features which may be used in Property; provided, however that the Architectural Standards shall not be in derogation of the minimum standards established by this Declaration.

7.5. ARC Decision. The ARC shall render its approval or denial decision with respect to the construction proposal within thirty (30) business days after it has received all material required by it with respect to the application. All decisions shall be in writing. In the event the ARC fails to render its decision of approval or denial in writing within sixty (60) days of receiving all material required by it with respect to the proposal, the application shall be deemed approved. Approval by the ARC does not imply government approval, which is solely the responsibility of the Owner.

7.6. ARC Discretion. The ARC may, at its sole discretion, withhold consent to any proposed work if the C finds the proposed work would be inappropriate for the particular Lot or incompatible with the design standards that the ARC intends for Antler Ridge. Consideration such as siting or location on the Lot, shape, size, color, design, height, solar access, or other effect on the enjoyment of other Lots, and any other factors which the ARC reasonably believe to be relevant, may be taken into consideration by the ARC in determining whether, or not to consent to any proposed work.

7.7. Non-waiver. Consent by the ARC to any matter proposed to it or within its jurisdiction shall not be deemed to constitute a precedent or waiver impairing the ARC's right to withhold approval as to any similar matter thereafter proposed or submitted to it for consent.

7.8. Appeal. At any time after Declarant has delegated appointment of the members of the ARC to the Board of Directors pursuant to Section 7.2, any Owner adversely impacted by action of the ARC may appeal such action to the Board of Directors. Appeals shall be made in writing within ten (10) days of the ARC's action and shall contain specific objections or mitigating circumstances justifying the appeal. If the Board is already acting as the ARC, the appeal shall be treated as a request for a rehearing, but in such case the Board must meet and receive evidence and argument. A final and conclusive decision shall be made by the Board of Directors within fifteen (15) days after receipt of such notification. The determination of the Board shall be final.

7.9. Effective Period of Consent. The ARC's consent to any proposed work shall automatically be revoked three (3) months after issuance unless construction of the work has been commenced or the Owner has applied for and received an extension of time from the ARC.

7.10. Determination of Compliance. The ARC shall inspect, from time to time, all work performed and determine whether it is in substantial compliance with the approval granted. If the ARC finds that the work was not performed in substantial conformance with the approval granted, or if the ARC finds that the approval required was not obtained, the ARC shall notify the Owner in writing of the noncompliance. The notice shall specify the particulars of any noncompliance and shall require the Owner to take the necessary action to bring the work into compliance with the approved project.

7.11. Noncompliance. If the ARC determines that an Owner has not constructed an improvement consistent with the specifications on which approval is based, and if the Owner fails to diligently commence to remedy such noncompliance in accordance with the provisions of the notice of noncompliance, then at the expiration of the third (3rd) day from the date of such notification, the

ARC shall provide a notice of a hearing to consider the Owner's continuing noncompliance. The hearing shall be set not more than thirty (30) days from the date of the notice of noncompliance. At the hearing, if the ARC finds that there is no valid reason for the continuing noncompliance, the ARC shall determine the estimated costs of correcting it. The ARC shall then require the Owner to remedy or remove the same within a period of not more than ten (10) days from the date of the ARC's determination. If the Owner does not comply with the ARC's ruling within such period or within any extension of such period as the ARC, at its discretion, may grant, the Association may (a) remove the noncomplying improvement, (b) remedy the noncompliance, or (c) file suit to compel compliance. The costs of such action shall be assessed against the Owner and his Lot, including all attorneys' fees and other costs expended and incurred to enforce compliance before suit or action is filed and at trial or on any appeal or review of same.

7.12. Liability. Neither the ARC, the Board, their agents, nor any member thereof shall be liable to any Owner, Occupant, or builder for any damage, loss or prejudice suffered or claimed or claimed to be suffered arising from any action by the ARC or a member thereof or failure of the ARC or a member thereof, provided only that the member has acted in good faith in accordance with the actual knowledge possessed by him.

7.13. Estoppel Certificate. Within fifteen (15) working days after written request is delivered to the ARC by an Owner, and upon payment to the ARC of a reasonable fee fixed by the ARC to cover costs, the ARC shall provide such Owner with a certificate executed by the Chairman of the ARC, and acknowledged, certifying with respect to any Lot owned by the Owner, that as of the date thereof either (a) all improvements made or done upon or within such Lot by the Owner comply with this Declaration or any Rules and Regulations either promulgated by the Board or the ARC, or (b) such improvements do not so comply, in which event, the certificate shall also identify the noncomplying improvements and set forth with particularity the nature of such noncompliance. The Owner, his heirs, devisees, successors and assigns shall be entitled to rely on the certificate with respect to the matters set forth. The certificate shall be conclusive as between the Declarant, the ARC, the Association and all Owners, and all such persons deriving an interest through any of them.

7.14. ARC Limitations.

(a) Common Area Considerations. The ARC will only have authority to make decisions related to the Residential Lots and not the Common Area Lots. Any architectural or design considerations on the Common Area will be solely within the power of the Board of Directors. Construction by the Declarant is presumed to have been approved and is thereby exempt from this review. In all cases, which the ARC consent is required by this Declaration, the provision of this article shall apply. The ARC and the Board of Directors are hereby granted an easement over the Lots to enable the ARC to carry out its designated functions.

(b) Multi-plex Considerations. Any architectural or design modification to the townhomes, any improvements on the residential Lots, and any design standards or guidelines must be approved by the declarant, so long as they own at least one Residential Lot within the Association. Once the Declarant no longer owns any Residential Lots, this authority transfers to the Board of Directors. The Declarant and the Board of Directors are hereby granted an easement over the Lots to enable to ARC to carry out its designated functions.

(c) Municipal Regulations. Neither the ARC, the Board, nor the Association is responsible for determining compliance with structural and building codes, solar ordinances, zoning codes or other governmental regulations, all of which are the responsibility of the Lot Owners.

**(d) Defect Liability. PLANS AND SPECIFICATIONS ARE NOT APPROVED FOR ENGINEERING, STRUCTURAL DESIGN OR QUALITY OF MATERIALS, AND BY APPROVING SUCH PLANS AND SPECIFICATIONS NEITHER THE ARC, THE BOARD OF DIRECTORS, THE MEMBERS, THE MANAGING AGENT, NOR THE ASSOCIATION ASSUMES LIABILITY OR RESPONSIBILITY FOR THESE MATTERS, NOR FOR ANY DEFECT IN ANY STRUCTURE CONSTRUCTED FROM SUCH PLANS AND SPECIFICATIONS. OWNER IS SOLELY RESPONSIBLE FOR ALL IMPROVEMENTS, PERMITS AND COSTS OF SAID WORK.**

(e) General Liability. Neither the ARC, the Board, their agents, nor any member thereof shall be liable to any Owner, Occupant, or builder for any damage, loss or prejudice suffered or claimed, or claimed to be suffered, arising from any action by the ARC or a member thereof, or failure of the ARC or a member thereof, provided only that the member has acted in good faith in accordance with the actual knowledge possessed by him.

## ARTICLE 8

### ATHLETA SUBDIVISION HOMEOWNERS ASSOCIATION, INC.

8.1. Association Powers. The Association shall be a non-profit, mutual benefit corporation established under the Idaho Statutes and have all the powers and responsibilities granted to it by said Statutes.

8.2. Members. Each Owner of a Residential Lot shall be a mandatory member of the Association. Membership in the association shall be appurtenant to, and may not be separated from, ownership of any Lot. Transfer of ownership of a Lot automatically transfers membership in the association. Without any other act or acknowledgement, Occupants and Owners shall be governed and controlled by this Declaration the Articles, Bylaws ,and rules and regulations and any amendments thereof. The transfer fee for each lot will be \$350 per sale transfer.

8.3. Proxy. Each Owner may cast his/her vote in person, pursuant to a proxy executed by the Owner, or by written ballot. An Owner may not revoke a proxy given pursuant to this section except by actual notice or revocation to the person presiding over.

8.4. Voting Rights. The Association shall have two (2) classes of voting members. Owners of Common Area Lots are not entitled to a vote.

(a) Class A. Class A members shall be all Owners of Residential Lots other than the Declarant, and each Class A member shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which Owners are entitled to vote.

(b) Class B. The Class B member shall be Declarant, its successors and assigns. The Class B member shall have three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership upon the earlier of:

(i). When 75% of the Residential Lots in all phases of the Property have been sold and conveyed to Owners other than Declarant; or (ii). At such earlier time as Declarant may elect in writing to terminate Class B membership.

Thereafter, each Owner, including the Declarant, shall be entitled to one (1) vote for each Lot owned with respect to all matters upon which Owners are entitled to vote, and the total number of votes shall be equal to the total number of Lots. When more than one (1) person or entity owns a Lot, the vote for such Lot may be cast as they shall determine, but in no event will fractional voting be allowed. rational or split votes shall be disregarded, except for purposes of determining a quorum. The total number of votes as of the Conversion Date and thereafter shall be equal to the total number of Lots.

8.5. Procedure. All meetings of the association, the Board of Directors, the ARC, and Association committees shall be conducted with such rules of order as may from time to time be adopted by the

Board of Directors. Notwithstanding which rule of order is adopted, the chairman shall be entitled to vote on all matters, not merely to break a tie vote. A tie vote does not constitute a majority or approval of any motion or resolution.

8.6. Contracts Entered Into by Declarant or Before Turnover Meeting. Notwithstanding any other provision of this Declaration, any management contracts, service contracts or employment contracts entered into by Declarant or the Board of Directors on behalf of the Association before the Turnover Meeting shall have a term of not more than three (3) years. In addition, any such contract shall provide that it may be terminated without cause or penalty by the Association or Board of Directors upon not less than thirty (30) days' notice to the other party given not later than sixty (60) days after the Turnover Meeting.

## ARTICLE 9

### DECLARANT'S RIGHTS

9.1. General. Declarant is undertaking the work of developing Lots and other improvements within Athleta Subdivision. The completion of the development work and the marketing and sale of the Lots is essential to the establishment and welfare of the Property as a residential community. Until the Homes on all Lots on the Property have been constructed, fully completed and sold, with respect to the Common Areas and each Lot on the Property, the Declarant shall have the special rights set for in this Article 9.

9.2. Voting Rights. The Association shall have two (2) classes of voting members, as described in Section 8.4 of the Declaration and Section 3.7(b) of the Bylaws, attached hereto as Exhibit "A".

9.3. Interim Board and Officers. Declarant or the Owners may form a transitional advisory committee (the "Transitional Advisory Committee") to provide for the transition from administrative responsibility by Declarant for the Property to administrative responsibility by the Association, in accordance with Section 3.7 of the Bylaws, attached hereto as Exhibit "A".

9.4. Board of Directors. The Board of Directors shall be elected in accordance with Article 4 of the Bylaws, attached hereto as Exhibit "A", and recorded herewith.

9.5. Marketing Rights. Declarant shall have the right to maintain a sales office and model on one or more of the Lots which the Declarant may or may not own, to be staffed by the employees of the Declarant or any licensed real estate sales agents. The Declarant and prospective purchasers and their agents shall have the right to use and occupy the sales office and models during reasonable hours any day of the week. The Declarant may maintain a reasonable number of "For Sale" signs at reasonable locations of the Property, including, without limitation, the Common Area.

9.6. Declarant's Easements. The Declarant has reserved easements over the Property as more fully described in Article 3.4, Sections (c) and (d) hereof.

9.7. Appearance and Design of ATHLETA SUBDIVISION. Declarant shall not be prevented from changing the exterior appearance of the Common Area, including the landscaping or any other matter directly or indirectly connected with project in any manner deemed desirable by Declarant, provided that the Declarant obtain governmental consents required by law. The construction and material standards of Article 4 notwithstanding, Declarant may change exterior and/or interior designs from initial plans and provisions in this document, without notice. This may include designs, colors, and type of materials, provided Declarant obtains any necessary governmental consent.

9.8. Construction by Declarant. All construction by Declarant establishes the standards for the ARC and meets any Design Guidelines of the Association. Additionally, the Declarant or any contractor or homebuilder shall have the right to construct residences on any Lot, and to store construction materials and equipment on such Lots in the normal course of construction.

## ARTICLE 10

### FUNDS AND ASSESSMENTS

10.1. Purpose of Assessment. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the Owners and Occupants, and for the

improvement, operation and maintenance of the Common Area, including maintenance, administrative costs, and insurance for Association.

(a) Common Expense Designations. Common Expenses of the nature described in Section 10.1 which are to be, or are, incurred by the association for the benefit of all of the Owners of Lots within the Property shall be separately budgeted for allocation among all such Owners and shall be designated "General Common Expenses".

10.2. Covenants to Pay. Declarant, on behalf of each and every subsequent Owner of any Lot, covenants and agrees that each residential Lot will pay the Association the assessments and any additional charges levied pursuant to this Article 10. The dues will be a monthly fee, mandatory to opt into. Special assessments will be issued deemed necessary at the discretion of the board or with majority owner vote.

(a) Funds Held. The assessments collected by the Association shall be held by the Association for and on behalf of each Owner and shall be used solely for the operation, care and maintenance of ATHLETA Subdivision Home Owners Association as provided by this Declaration. Upon the sale or transfer of any Lot, the Owner's interest in the funds shall be deemed automatically transferred to the successor in interest of such Owner, and is not refundable.

10.3. Basis of Assessments and Commencement of Assessments.

(a) Declarant shall pay all operating and reserve expenses of the Association until assessments commence. These contributions shall be made in a timely manner, and are non-refundable. The date of commencement for assessments shall be determined by the Declarant, but shall not be later than the date of the Turnover meeting.

(b) Once assessments have commenced, they are to be levied against all Residential Lots, except those owned by the Declarant, any successor Declarant or Builder who acquires all of the platted Lots in a bulk purchase, whether or not such Lots have been improved with a substantially completed Four-plex. In addition, no assessments are to be levied against Common Area Lots owned by the Association or Lots dedicated to and accepted by a local public authority. Provided, however, that no Assessment shall be levied against any Lot, until such time as it is first conveyed to a purchaser other than Declarant or Declarant's assignee. Assessments for all Lots conveyed by the Declarant or Declarant Assign to a purchaser/Owner, either by deed or land sales contract, shall begin on the day

of the recording of the deed or land sale contract conveying or contracting to convey the Lot to the new Owner.

(c) In lieu of paying operating assessments, Declarant will contribute, in a timely manner non-refundable money to the Association in order to support budgeted, or previously agreed to, operating and reserve costs in excess of current Association revenues, so long as Declarant owns any Lots. After the date of the turnover Meeting, Declarant shall pay assessments on any Lots still owned.

(d) Notwithstanding Section 10.3(b), to the extent required by law, Reserve Fund Assessments described in Section 10.5 shall begin accruing on each platted Residential Lot from the date the first Residential Lot becomes subject to assessment under Section 10.3(b); provided, however, that Declarant may defer payment of any accrued assessment for a Lot in the name of the Declarant, under this Section 10.3(d), until the date such Lot is first conveyed to a purchaser other than Declarant or Declarant assignee, but no later than Turnover. No reserve assessments are to be levied against Common Area Lots owned by the Association or Lots dedicated to and accepted by a local public authority. The books and records of the Association shall reflect the amount owing from Declarant for all such reserve Fund Assessments.

10.4. Annual Assessments . Annual assessments for each fiscal year shall be established when the Board approves the budget for that fiscal year. Annual assessments shall be levied on a fiscal year basis. The fiscal year shall end December 31. Unless otherwise specified by the Board, annual assessments shall be due and payable in monthly installments on the first day of each month during the term of this Declaration.

(a) Budget. Regardless of the number of Members or the amount of assets of the Association, each year the Board shall prepare, approve and make available to each Member a pro forma operating statement (budget) containing; (i) estimated revenue and expenses on an accrual basis; (ii) the amount of the total cash reserves of the Association currently available for replacement or major repair of the Common Area and for contingencies; (iii) an itemized estimate for the remaining life of, and the methods of funding to defray repair, replacement or additions to major components of the Common Area; and (iv) a general statement setting forth the procedures used by the Board in the calculation and establishment of reserves to defray the costs and repair, replacement or additions to major components of the Common Area. For the first fiscal year, the budget shall be approved by the Board no later than the date on which annual assessments are scheduled to commence. Thereafter, the Board shall annually prepare and approve the budget and distribute a copy thereof to each Member, together with written notice of the amount of the annual assessments to be levied against the Owner's Lot, not less than thirty (30) days and not more than ninety (90) days prior to the

beginning of the fiscal year. The assessments in the budget to be collected at intervals as determined by the Board of Directors may include both operating and maintenance costs and the reserve assessments, all as defined in the Association documents.

(b) Allocation of Assessments. The total amount in the budget shall be charged equally against all sold Residential Lots as annual assessments. Declarant may offset operating assessment payments due under this Declaration through the payment of maintenance or utility costs described herein, subject to submittal of paid invoices to the Association.

(c) Non-Waiver of Assessments. If before the expiration of any fiscal year the Association fails to fix annual assessments for the next fiscal year, the annual assessments established for the preceding year shall continue until a new annual assessment is fixed. The provisions of this section are subject to the provisions of Idaho State Statute.

#### 10.5. Reserve Funds

(a) Reserve Fund for replacing Common Elements. Declarant shall establish a reserve fund in the name of the Association for replacement, in whole or in part, of any completed improvements located in, on, or under the Common Area or Lots for which the Association is responsible pursuant to this Declaration, that will normally require replacement in more than one (1) and fewer than thirty (30) years, for any exterior painting to the extent the Common Area improvements include exterior painted surfaces, for other items, whether or not involving the Common Area, if the Association has responsibility to maintain the items, and for other items for which reserves are required by the Declaration or Bylaws ("Reserve Fund"). The Reserve Fund need not include those items that could reasonably be funded from the maintenance fund or operating assessments, or for which one or more Owners are responsible for maintenance and replacement under the provisions of this Declaration or the Bylaws. For purposes of funding the Reserve Fund, the Declarant initially, and thereafter the Association, shall impose an assessment to be called the "Reserve Fund Assessment" equally against each Lot. The Reserve Fund Assessment shall be based on the reserve study, and updates thereof, described in Section 10.5 (b), or other sources of reliable information. Nothing herein shall limit the authority of Declarant or the Association to establish other separate and unrelated reserve funds that are funded by assessments for reserves that are in addition to the Reserve Fund or that relate only to a particular type or category of Lot.

Required Reserve Fund Assessments for completed improvements shall begin accruing from the date the first Residential Lot assessed is conveyed. Declarant may elect to defer payment of the Reserve

Fund Assessments due on Lots it owns until the date of the conveyance of the Lot to an Owner. However, the Declarant may not defer such payment beyond the date of the Turnover Meeting. The book and records of the Association shall reflect the amount owing from the Declarant for all Reserve Fund Assessments.

After the Turnover Meeting, the Board may borrow funds from the Reserve Fund to meet high seasonal demands on the regular operating funds or to meet other unexpected increases in expenses. Such funds borrowed from the Reserve Fund shall be repaid from regular annual or special assessments against the Lots, if the Board has adopted a resolution, which may be an annual, continuing resolution, authorizing the borrowing of funds. Not later than the adoption of the budget for the following year, the Board shall adopt by resolution a written payment plan providing for repayment of the borrowed funds within a reasonable period.

The Board may adjust the amount of the Reserve Fund Assessments as indicated by any reserve study or update, and provide for other reserve items that the Board, in its discretion, may deem appropriate. In addition, after the second anniversary of the turnover meeting, the Association may elect to reduce or increase future Reserve Fund Assessments by a 75% vote of the Owners of residential Lots.

Any funds established for any of the purposes mentioned in this Section shall be deemed to be within the Reserve Fund notwithstanding that it may not be so designated by the Board of Directors. The amount of the reserve und shall constitute an asset of the Association and shall not be refunded or distributed to any Owner.

(b) Reserve Study and Maintenance Plan. The Board of Directors shall annually conduct a reserve study, or the review and update of an existing study, of the Common Area to determine the requirements of the reserve fund described in Section 10.5(a) above. The reserve study shall include (a) identification of all items for which reserves are required to be established; (b) the estimated remaining useful life of each item as of the date of the reserve study; (c) the estimated cost of maintenance, repair, or replacement of each item at the end of its useful life; and (d) a thirty (30) year plan with regular and adequate contributions, adjusted by estimated inflation and interest earned on the reserve fund, to meet the maintenance, repair, and replacement schedule.

(c) Maintenance Plan. Annually, in concurrence with the reserve study review, the Board shall also review and update, as necessary, an Association Maintenance Plan to reflect, at a minimum, recent maintenance that has taken place, changes in the physical status of a reserve component, or the addition of a physical component that has come to the Board's attention.

(d) Maintenance Plan Summary. The Board of Directors shall annually provide a Maintenance Plan Summary to all Lot owners, which details any maintenance to be conducted in the coming fiscal year, on reserve components referenced by the Maintenance Plan and Reserve Study.

10.6. Special Assessments . The Board of Directors shall have the power to levy special assessments against an Owner or all Owners of Residential Lots in the following manner for the following purposes:

(a) Deficits in Operating Budget. To correct a deficit in the operating budget, by vote of a majority of the Board;

(b) Breach of Documents. To collect amounts due to the Association from an Owner for breach of the Owner's obligations under the Declaration, the Bylaws, or the Rules and Regulations, by vote of a majority of the Board. All provisions of this Section 10.6 (b) shall be interpreted by any applicable Idaho State Statute relative to the imposition of fines and penalties.

(c) Repairs. To make repairs or renovations to the Common Area if sufficient funds are not available from the operating budget or replacement reserve accounts by vote of a majority of the Board;

or

(d) Capital Additions. To make capital acquisitions, additions or improvements, by vote of at least seventy-five percent (75%) of all votes allocated to the Lots. Any special assessments shall be owned solely by the Association regardless of their purpose and the individual Owners so assessed shall have no rights or interests in said funds.

10.7. Limited Assessments. A Limited Assessment may be levied against any Owner in an amount equal to the costs and expenses incurred by the Association, including legal fees for corrective action necessitated by such Owner, including, without limitation, costs and expenses incurred for the repair and replacement of the Common Area or other property owned or maintained by the Association, damaged by negligent or willful acts of any Owner or occupant of a Lot who is occupying the Lot with the consent of such Owner, or for maintenance of landscaping performed by the Association which has not been performed by Owner as provided herein. Limited assessments may include attorney's fees incurred by the Association as a result of an Owner's actions or failure to act, in accordance with the

Declaration. Any Limited Assessments shall be collectable in the same manner as all other assessments herein.

#### 10.8. Accounts.

(a) Personal Obligation. All assessments properly imposed under this Declaration or the Bylaws shall be the joint and several personal obligations of all Owners of the Lots to which such assessment pertains. In a voluntary conveyance (that is, one other than through foreclosure or a deed in lieu of foreclosure) the grantees shall be jointly and severally liable with the grantor(s) for all Association assessments imposed through the recording date of the instrument affecting the conveyance. Said provisions shall be in accordance with any applicable Idaho State Statues. Suit for a money judgment may be initiated by the Association to recover such assessments without either waiving or foreclosing the Association's lien.

(b) Association Lien. At any time any assessment (of any type provided for by this declaration or the Bylaws) or installment thereof is delinquent, the Association, by and through its Board or any management agent, may file a notice of lien in the deed records of ADA County, Idaho against the Lot in respect to which the delinquency pertains. Once filed, such lien shall accumulate all future assessments or installments, interest, late fees, penalties, fines, attorneys' fees (whether or not suitor action is instituted) and other appropriate costs properly chargeable to an Owner by the Association, until such amounts are fully paid. The lien shall be foreclosed in accordance with the provisions regarding the foreclosure of liens under Idaho State Statute. The lien of the Association shall be superior to all other liens and encumbrances except property taxes and assessments, any first mortgage, deed of trust or land sale contract recorded previously to the Association's notice of lien and any mortgage or deed of trust granted to an institutional lender which is recorded previously to the Association's notice of lien.

(c) Interest; Fines; Late Fees; Penalties. The Board in its reasonable discretion may from time to time adopt resolutions to set the rate of interest, and to impose late fees, fines and penalties on delinquent assessments or for violations of the provisions of this Declaration, the Bylaws, any Rules and Regulations, and any rules and regulations adopted by the ARC. The adoption of such impositions shall be communicated to all Owners in writing not less than thirty (30) days before the effective date by a notice mailed to the assessment billing addresses of such Owners. Such impositions shall be considered assessments which are able to lien and collectible in the same manner as any other assessments. Provided, however, no fine or penalty for violation of this Declaration, the Bylaws or any Rules and Regulations (other than late fees, fines or interest arising from an Owner's failure to pay regular or special assessments) may be imposed against an Owner or his/her Lot until such Owner is given an opportunity for a hearing as provided in Section 4.33.

(d) Acceleration of Assessments. In the event an Owner is delinquent in payment of any assessment or installment on any assessment, the Association, upon not less than ten (10) days written notice to the Owner, may accelerate the due date of the full annual assessment for that fiscal year and all future installments of any special assessments.

(d) Association's Right to Rents/Receiver. In any foreclosure suit by the Association with respect to such lien, the association shall be entitled to collect reasonable rent from the defaulting Owner for the use of his/her Lot or shall be entitled to the appointment of a Receiver. Any default by the Owner in any provisions of the Declaration or Bylaws shall be deemed to be a default by the Owner of any mortgage to which the Owner is party or to which the Lot is subject.

## ARTICLE 11

### INSURANCE

11.1. Types of Insurance. For the benefit of the Association and the Owners, the Board of Directors shall obtain, maintain at all times, and pay for out of the Operations Fund, the types of insurance described in the following sections of this Article 11. Such policies shall be issued by reputable insurance companies, authorized to do business in the State of Idaho. Such policies shall provide that the coverage there under cannot be canceled or substantially modified without at least 10 days written notice to the Association. The named insured on the policy shall read Athena Subdivision Homeowners Association.

11.2. Liability Insurance. The Association shall maintain comprehensive general liability insurance coverage insuring the Declarant, the Association, the Board of Directors, and the managing agent, against liability to the public or to Owners and their invitees or tenants, incident to the operation, maintenance, ownership or use of the Common Areas, including legal liability arising out of lawsuits related to employment contracts of the Association. There may be excluded from such policy or policies coverage of an Owner (other than as a member of the Association or Board of Directors) for liability arising out of acts or omissions of such Owner and liability incident to the ownership and/or use of the part of the Property as to which such Owner has the exclusive use or occupancy;

(a) Limits of liability under such insurance shall not be less than One Million Dollars (\$1,000,000) on a combined single-limit basis;

(b) Such policy or policies shall be issued on a comprehensive liability basis and shall provide a cross-liability endorsement wherein the rights of named insureds under the policy or policies shall not be prejudiced as respects his, her or their action against another named insured;

11.3. Property Damage Insurance: The Association shall obtain, and maintain in effect, fire and extended coverage casualty insurance (including coverage for damage resulting from vandalism and malicious mischief) with respect to the Common Areas (including any insurable improvements in the Common areas), and, the townhomes or dwellings (exclusive of land, foundations, excavation, and other items normally excluded from coverage, or indicated in these Documents to be maintained by the townhome/dwelling Owner), in an amount equal to 100% of the replacement cost thereof. The coverage obtained by the Association shall include building service equipment, together with all fixtures and improvements comprising a part of each unit which is normally financed under a mortgage.

(a) The casualty coverage may be obtained on a "blanket" basis.

(b) The casualty insurance shall include the following terms, if the Board determines they are reasonably available:

(i) waiver of subrogation by the insurer as to any claims against the Board, any Owner, or any guest of an Owner;

(ii) A waiver by the insurer of its right to repair and reconstruct instead of paying cash;

(iii) A provision that no policy may be canceled, invalidated, or suspended because of the action of an Owner;

(iv) A provision that no policy may be canceled, invalidated, or suspended because of the conduct of any director, officer, or employee of the Association unless the insurer gives the Association a prior written demand that the Association correct the defect and allows the Association a reasonable time to make the correction; and

(v) A provision that any "other insurance" clause in any policy shall exclude from its coverage all owners' policies.

11.4. Workers Compensation Insurance: The Association shall maintain workers' compensation insurance to the extent necessary to comply with any applicable laws.

11.5. Fidelity Insurance. The Board of Directors shall cause the Association to maintain blanket fidelity insurance for all officers, directors, trustees, management agent, and employees of the Association and all other persons handling or responsible for funds of, or administered by, the Association. In the event that the Association has retained a management agent, the Board of Directors may require such agent to maintain fidelity bonds for its officers, employees and agents handling or responsible for funds of, or administered on behalf of, the Association. The cost of such insurance, if any, shall be borne entirely by the Association.

(a) The total amount of fidelity insurance coverage required shall be based upon the best business judgment of the Board of Directors.

(b) Such fidelity insurance shall name the Association as obligee and shall contain waivers by the insurance issuers of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The insurance shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association.

11.6. Insurance by Townhome Owners and tenants. The association will obtain all proper insurance coverages to ensure 100% replacement cost of the Building Structure, per Section 11.3. The insurance described in this Article 11 does not provide personal liability coverage for the Owners, nor fire or extended coverage casualty insurance for the Owners' private property. The responsibility for obtaining insurance that covers at least these items rests solely with the individual Owners, except as noted herein. Tenants must be responsible for insuring their own personal property for any loss or damage. Owners and tenants of all Dwelling Units must procure and maintain comprehensive liability policies having combined limits in amounts reasonably set by the Board of Directors. Such insurance must provide for, without limitation, the negligent acts of the Owner and tenant and their guests or other occupants of the Dwelling Unit for damage to the Common Area and other Dwelling Units and the personal property of others located therein.

11.7 State Statute Insurance Requirements . The insurance maintained by the Association shall comply with the requirements of any applicable Idaho State Statute.

## ARTICLE 12

### GENERAL PROVISIONS

12.1. Records. The Board of Directors shall preserve and maintain minutes of the meetings of the Association, the Board and any committees. The Board of Directors shall also keep detailed and accurate financial records including individual assessment accounts of Owners, the balance sheet, and income and expense statements. Individual assessment accounts shall designate the name and address of the Owner or Owners of the Lot, the amount of each assessment as it becomes due, the amounts paid upon the account, and the balance due on the assessments. The minutes of the Association, the Board and committees, and the Association's financial records shall be reasonably available for review and copying by the Owners. A reasonable charge may be imposed by the Association for labor and materials relative to providing copies. Owners can obtain copies of this information within 10-days of receipt of a written request.

(a) Inspection by Members and Mortgagees. This Declaration, the Bylaws, attached hereto as Exhibit "A", copies of rules and use restrictions, membership register, books of account, and minutes of meetings of the members of the Board of Directors and committees shall be made available for inspection and copying by any member of the Association or by the duly appointed representative of any member and by holders, insurers, or guarantors of any first Mortgage at any reasonable time and for a purpose reasonably related to such Person's interest as a member or holder, insurer, or guarantor of a first Mortgage at the office of the Association or at such other reasonable place as the Board of directors shall prescribe.

(i) Rules for Inspection. The Board of Directors shall establish reasonable rules with respect to:

- Notice to be given to the custodian of the records;
- Hours and days of the week when such an inspection may be made; and
- Payment of the cost of reproducing copies of documents.

(ii) Inspection by Directors. Every director shall have the absolute right at any reasonable time to inspect all books, records, and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extra copies of documents at the reasonable expense of the Association.

12.2. Indemnification of Directors, Officers, Employees and Agents. The Association shall indemnify any Director, officer, employee or agent who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by the Association) by reason of the fact that he/she is or was a Director, officer, employee or agent of the Association or is or was serving at the request of the Association as a Director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by said person in connection with such suit, action or proceeding if he/she acted in good faith and in a manner he/she reasonably believed to be in, or not opposed to, the best interest of the Association, and, with respect to any criminal action or proceedings, had no reasonable cause to believe his/her conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or with a plea of nolo contendere or its equivalent, shall not of itself create a presumption that a person did not act in good faith and in a manner which he/she reasonably believed to be in, or not opposed to, the best interest of the Association, and with respect to any criminal action or proceedings, had reasonable cause to believe his/her conduct was unlawful. Payment under this clause may be made during the pendency of such claim, action, suit or proceeding as and when incurred, subject only to the right of the Association to reimbursement of such payment from such person, should it be proven at a later time that such person had no right to such payments. All persons who are ultimately held liable for their actions on behalf of the Association as a director, officer, employee or agent shall have a right of contribution over and against all other directors, officers, employees or agents and members of the Association who participated with or benefited from the acts which created said liability.

12.3. Enforcement; Attorneys' Fees. The Association and the Owners within the Property or any mortgagee on any Lot shall have the right to enforce all of the covenants, conditions, restrictions, reservations, easements, liens and charges now or hereinafter imposed by any of the provisions of this Declaration as may pertain specifically to such parties or owners by any proceeding at law or in equity. Failure by either the Association or by any Owner or mortgagee to enforce any covenant, condition or restriction herein contained shall in no event be deemed a waiver of their right to do so thereafter.

12.4. Agreements. Subject to the prior approval of Declarant (so long as Declarant owns any property for development and/or sale in the Property) all agreements and determinations, including settlement agreements regarding litigation involving the Association, all fully authorized by the Board of Directors shall be binding upon all Owners, their heirs, legal representatives, successors, assigns, and others having an interest in the Property or the privilege of possession and enjoyment of any part of the Property.

12.5. Implied Rights. The Association may exercise any right or privilege given to it expressly by this Declaration, the Bylaws attached hereto as Exhibit "A", the Articles of Incorporation, any use restriction or rule, and every other right or privilege reasonably implied by the existence of any right or privilege given to it therein, or reasonably necessary to effectuate any such right or privilege.

12.6. Variances. Notwithstanding anything to the contrary contained herein, the Board of Directors, or its designee, shall be authorized to grant individual variances from any of the provisions of this Declaration, the Bylaws and any rule, regulation or use restriction promulgated pursuant thereto, if it determines that waiver of application or enforcement of the provision in a particular case would not be inconsistent with the overall scheme of development for the Property.

12.7. Severability. Invalidation of any one of these covenants, conditions or restrictions by judgment or court order shall not affect the other provisions hereof and the same shall remain in full force and effect.

12.8. Duration. The covenants, conditions and restrictions of this Declaration shall run with and bind the land for a term of thirty-five (35) years from the date of this Declaration being recorded, after which time they shall be automatically extended for successive periods of ten (10) years, unless rescinded by a vote of at least ninety percent (90%) of the Owners and ninety percent (90%) of the first mortgagees. Provided, however, amendments that do not constitute rescission of the planned development, may be adopted as provided in Section 12.9 below. Additionally, any such rescission that affects the Common Area shall require the prior written consent of the Ada County, Idaho, and the City of KUNA.

12.9. Amendment. Except as otherwise provided in Sections 12.5, and the restrictions set forth elsewhere herein, this Declaration may be amended at any time by an instrument approved by not less than seventy-five percent (75%) of the total votes for all Lots subject to this Declaration, of each class of members that are eligible to vote. Any amendment must be executed, recorded and certified as provided by law. Provided, however, that no amendment of this Declaration shall affect an amendment of the Bylaws or Articles without compliance with the provisions of such documents, and applicable Idaho State Statute. Provided further, so long as the Declarant own any Lot, no amendment affecting the general plan and development or any other right of the Declarant herein contained may be affected without the express written consent of the Declarant or its successors and assigns.

Unless the express written and recorded consent of the City of KUNA has been obtained, the Declaration may not be amended, deleted, added or terminated, with respect to the following: (i) any provision of this Declaration which has been required by the City of KUNA in its approval of this

Subdivision, or which affects, recognizes, conveys and/or confers upon the City of KUNA any easement, right or power, or requirement; (ii) any material provisions on easements, access, and/or the operation, repair, maintenance, repair and replacement of Common Area, infrastructure and/or public works systems; and/or (iii) any dissolution or termination of the Association.

12.10. Release of Right of Control. The Declarant may give up their right of control in writing at any time by notice to the Association, subject to the provisions of Idaho State Statutes.

12.11. Personal Pronouns. All personal pronouns used in this Declaration, whether used in the masculine, feminine or neuter gender, shall include all other genders; the singular shall apply to the plural and vice versa.

12.12. Unilateral Amendment by Declarant. The Declarant may amend this Declaration in order to comply with the requirements of the federal Housing Administration of the United States, the Federal National Mortgage Association, the Government National Mortgage Association, the Federal Home Mortgage Loan Corporation, any department, bureau, board, commission or agency of the United States or the State of Idaho, or any other state in which the Lots are marketed and sold, or any corporation wholly owned, directly or indirectly, by the United States or the State of Idaho, or such other state, the approval of which entity is required in order for it to insure, guarantee or provide financing in connection with development of the Property and sale of Lots. Prior to the Turnover Meeting, no declarant amendment shall require notice to or approval by any Class A member.

12.13. Resolution of Document Conflicts. In the event of a conflict among any of the provisions in the documents governing Athena Subdivision Home Owners Association, such conflict shall be resolved by looking to the following documents in the order shown below:

1. Plat
2. Declaration of Covenants, Conditions and Restrictions;
3. Articles of Incorporation;
4. Bylaws; and
5. Rules and Regulations.

IN WITNESS WHEREOF, the undersigned being the Declarant herein, has executed this instrument this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

Epic Development Idaho

An Idaho limited liability company

STATE OF IDAHO )

) ss.

County of )

This instrument was acknowledged before me on \_\_\_\_\_, 2019,

by \_\_\_\_\_, Principal of Epic Development Idaho LLC

NOTARY PUBLIC FOR IDAHO

My Commission Expires:





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

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

## FINAL PLAT MEMORANDUM

**Date:** 28 August 2018  
**From:** Paul A. Stevens, P.E.  
**To:** Wendy Howell, Planning and Zoning Director  
**RE:** Athleta Subdivision No. 6, 19-04-FP

---

The Athleta Subdivision, 19-18-FP Final Plat request dated 3 Dec 2019 has been reviewed. This review is based on land use as allowed or permitted in an "R-20" zone.

This Final Plat represents approximately 4.11 Acres containing fifty-seven (57) residential lots and six (6) common lots. A commensurate burden will be placed on City of Kuna utilities; Pressurized Irrigation, Sewer, & Water.

Comments may be expanded or refined in connection with the future land-use actions.

### **1) Property Description**

- a) The applicant provided a Final Plat and cover letter for this application.

### **2) General**

- a) Athleta Subdivision 19-18-FP will increase demand on constructed facilities and on water rights provided by others. Water rights associated with this property shall be transferred to the City at time of connection (development) by deed and "Change of Ownership" form from IDWR.
- b) Provide engineering certification on all final engineering drawings/Record Drawings.

### **3) Inspection & Fees**

- a) The final plat and construction drawings are in the review process. Various anomalies are being worked out.
- b) The responsible engineer of record will provide Record Drawings upon completion.
- c) The inspection fee for City inspection of the construction of public water, sewer and irrigation facilities associated with this development has not been paid.

### **4) Sanitary Sewer & Potable Water Connection & Fees**

- a) This project is in agreement with the Sewer, and Water master plans.

**5) Pressurized Irrigation**

- a) This project is in agreement with the PI master plan

**6) Grading and Storm Drainage**

The following is a requirement of the Final Plat approval and final construction drawings:

- a) A grading and drainage plan has been provided as part of the Construction Drawings.
- b) Verification that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties will be made within the final inspection process.
- c) The final inspection shall verify that slopes are not steeper than 3:1 on lots adjacent to a street or common lot and no steeper than 4:1 for lots with common rear lot lines.
- d) Runoff from public right-of-way is regulated by ACHD. Satisfaction of this requirement shall be verified before final project acceptance.

**7) Final Plat**

- a) Additional comments may result from the final construction review.
  - (1) The most recent version of the final plat is being corrected.

**8) As-Built Drawings**

- a) As-built (Record) 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.

**CITY OF KUNA****P.O. BOX 13****KUNA, ID 83634****[www.kunacity.id.gov](http://www.kunacity.id.gov)****Fax: (208) 922-5816****Email: [bbachman@kunaid.gov](mailto:bbachman@kunaid.gov)**

Bob Bachman, BOC 1, IBC  
Public Works Director  
City of Kuna

## MEMO

**Date:** January 30, 2020  
**From:** Bob Bachman, Public Works Director  
**To:** Mayor and Council  
**RE:** **Contingency Request for Water/Sewer/PI Engineered Modeling**

---

Mayor and Council,

As you may recall, we requested your input on creating water, sewer and pressurized irrigation modeling system last year. Attached is the proposal to create these programs. When implemented, we will be able to have an accurate and up-to-date modeling program that the developers will pay to update as their projects proceed. We intend to establish a per lot fee to more accurately project the impact that a development will have on the system and it will also allow us to see what our future needs will be. The request is for \$75,400 it is to be split between the water, sewer and pressurized irrigation contingency funds as follows:

Water Fund- \$31,668

Sewer Fund- \$31,668

PI Fund- \$12,064

Thank you,

Bob Bachman

## **ATTACHMENT A - SCOPE OF SERVICES, COMPENSATION, SCHEDULE (DRAFT)**

### **Scope of Work**

---

Date: November 21, 2019

Project Number: 217086

Project Name: Kuna Water, Wastewater, Pressure Irrigation Modeling Support

Consultant Company Address: Keller Associates, 131 SW 5<sup>th</sup> Ave, Ste A, Meridian, ID 83642

Consultant Project Manager/Contact Information: Justin Walker, PE (208.813.7590; 208.859.2932)

### **PROJECT DESCRIPTION**

The City of Kuna (Owner) desires the Consultant to provide water modeling support of their municipal potable water, wastewater collection, and pressure irrigation (PI) systems [hereafter referred to as Utilities] to advise them about potential impacts to the Utilities by development applications. This scope of work enumerates modeling support services by the Consultant in the following two phases:

- Phase 1: Update the existing potable water, wastewater, and PI hydraulic models [hereafter referred to as Models] to reflect current system conditions. This phase of work includes the following understandings and assumptions:
  - Current wastewater model reflects 2017 conditions and was developed in InfoSWMM (Innovyze).
  - Current potable water model reflects 2016 conditions and was developed in WaterCAD (Bentley).
  - Current PI model reflects 2005 conditions and was developed in WaterCAD (Bentley).
  - Models will be updated using current (November 2019) GIS data provided by the Owner for all three utilities.
  - Consultant will use the planning criteria for flows/demands per EDU/capita from the most recent master plans for new pipes/nodes added to the model.
  - Updates to the Models will not include recalibration, but will include time to compare the updated model results to the total system historical flows/demands in 2019. Consultant can provide model calibration as an additional service if requested by the Owner.
- Phase 2: Providing on-going modeling support to assess potential impacts on City Utilities from proposed development applications. In general, these services include incorporating the proposed pipelines and facilities from development applications into the Models, adding demands and loads for the proposed development, and running the Models to assess impacts to the City Utilities that might include establishing pipe sizes, pipe looping and connectivity requirements, and pumping requirements to meet City policies and Idaho Department of Environmental Quality (IDEQ) requirements.

Consultant services are more particularly described in the following sections.

### **CONSULTANT SERVICES**

**Task 1 – Phase 1: Model Updates**

The Consultant will provide the following services:

- 1.1. **Project management:** Provide general project administration services including contract administration, project accounting, regular progress reports, maintaining project schedule, and internal project administration. Deliverables include regular progress reports and invoices. Project budget assumes updates will be completed over a two-month period.
- 1.2. **Progress meetings:** Attend two model update progress meetings. It is contemplated that one progress meeting will be kick-off meeting to discuss key modeling concepts, modeling goals and objectives, and project constraints. It is anticipated that the second progress meeting will be held once the Model updates are complete to review the findings of the Technical Memorandum. Members of the Consultant may participate remotely or in person.
- 1.3. **Wastewater Collection Model Update:** Incorporate linework, manhole and invert elevations, junctions, sewer pump stations, sewer loads, and pipe diameters into the model that reflect expansions to the existing collection system that have been constructed since the last wastewater model update (2017). The existing system model will be updated, the buildout and master plan models will not be updated during this task. Data for the update will come from the Owner's GIS database and/or record drawings. Ground elevations for new model junctions will be assigned from a USGS 10-meter Digital Elevation Model (DEM), unless more rim elevations are provided in the GIS for manholes. Pump station outflows will be reviewed with City staff to assess that they represent design conditions. Base loads and infiltration will be assigned based on the planning criteria established in the City's most recent Kuna Sewer Master Plan (WWMP, 2017). Once the model is updated, Consultant will run the model and compare the total system flows at the wastewater treatment plants to the observed maximum day system flows furnished by the Owner (2017-2019). Compensation for this task is based on the following assumptions:
  - The existing sewer model has all of the City's existing facilities (pipes, manholes, pump stations, wet wells, outfalls, etc.). It is assumed these facilities as modeled generally reflect current conditions with only minor updates.
  - GIS data will be complete with pipe and manhole ID, invert data, pipe diameters for all new facilities to be added during the update. Upstream and downstream invert data will be associated with the pipe shapefiles.
  - Pump station data including as-builts, pump operational set points, run time data, flow meter data (if available) will be provided by the City.
  - No field work, flow monitoring, or lift station drawdown tests will be completed as part of the update.
  - City will provide recent (2017-2019) DMR data for system-wide flows in spreadsheet format with average annual and maximum day flow summaries. The 24-hour flow pattern (peak hour factor) from the most current master plan will be used.
- 1.4. **Potable Water Model Update:** Incorporate linework, pipe material types, , maximum day demands, and pipe diameters into the model that reflect expansions to the distribution system that have been constructed since the last water model update (2016). Linework, pipe material type, and pipe diameter data for the update will come from the Owner's GIS database and/or record drawings. Ground elevations for new model junctions will be assigned from a USGS 10-

## Attachment A

meter Digital Elevation Model (DEM). Maximum day demands will be incorporated into the model based on the planning criteria established in the City's most recent Water Master Plan. Demands will be assigned to model nodes based on housing counts (i.e. EDUs) from aerial imagery (i.e. Google Earth) and recently issued building permits. Demands for individual homes/developments will be assigned to the nearest node of the pipeline that serves it. Once the model is updated, Consultant will run a maximum day demand steady state scenario and compare the overall system demands to the observed system demands furnished by the Owner. Compensation for this task is based on the following assumptions:

- The existing water model has all of the City's existing wells, tanks, and booster stations. It is assumed these facilities as modeled generally reflect current conditions with only minor updates.
- Pump curves for existing pumping facilities (i.e. wells and boosters) are current.
- This task does not include running a fire flow analysis.
- This task does not include an extended period simulation.
- It is anticipated that the majority of the updates can be completed using the City's current GIS database. However, some developments may require the use of record drawings. This task assumes the City will provide record drawings for new developments upon request from Consultant.
- Owner will provide current operational settings for wells and pumps. Consultant will check that the model settings reflect current operational settings. It is assumed that the model reflects current operational setting and that if any changes are needed, they are minor such as changing a VFD setting a couple feet (or psi) higher or lower.
- Owner will provide building permits for new homes to supplement the assigning of demands for existing homes based on aerial imagery.
- Owner will furnish water system demands for 2017-2019 with summary data reflecting total average annual production and maximum day production for each year. The 24-hour demand pattern (peak hour factor) from the most current master plan will be used.

**1.5. Pressure Irrigation Model Update:** Incorporate linework, pipe material types, irrigation pump stations, storage facilities, maximum day demands, and pipe diameters into the model that reflect expansions to the distribution system that have been constructed since the last water model update (2005). Ground elevations for new model junctions will be assigned from a USGS 10-meter Digital Elevation Model (DEM). Maximum day demands will be incorporated into the model based on the planning criteria established in the City's 2017 Pressure Irrigation Evaluation. Demands will be assigned to model nodes based on housing counts (i.e. EDUs) from aerial imagery (i.e. Google Earth) and recently issued building permits. Demands for individual homes/developments will be assigned to the nearest node of the pipeline that serves it. Data for the update will come from the Owner's GIS database and/or record drawings. Once the model is updated, Consultant will run a peak hour scenario and compare the overall system demands to the observed system demands furnished by the Owner. Compensation for this task is based on the following assumptions:

- The existing irrigation model contains the following pump stations: Well #5, Sego Prairie, Chapparosa, and Sutters Mill. It is assumed these facilities as modeled generally reflect current conditions with only minor updates.
- The following irrigation pump stations will be added to the model: Sadie Creek, Tomorrow, Crimson Point, and the pump station in the Patagonia subdivision.

## Attachment A

- Pump curves for existing pumping facilities (i.e. wells and boosters) are current and generally reflect current conditions in the model with only minor updates to these facilities.
- It is anticipated that the majority of the updates can be completed using the City's current GIS database. However, some developments may require the use of record drawings. This task assumes the City will provide record drawings for new developments upon request from Consultant.
- City will provide current operational settings for wells and pumps. Consultant will check that the model settings reflect current operational settings. It is assumed that the model reflects current operational setting and that if any changes are needed, they are minor such as changing a VFD setting a couple feet (or psi) higher or lower.
- Owner will provide building permits for new homes to supplement the assigning of demands for existing homes based on aerial imagery.
- 

1.6. **Technical Memorandum:** Prepare a brief technical memorandum that summarizes the changes that were made to the Models including a figure reflecting the components added to the model and a comparison of the modeled flows/demands to the observed Utility flows/demands.

1.7. **Deliverables:**

- Updated model files
- Brief technical memorandum that summarizes the changes made to each model and the comparison of the modeled flows/demands to the Owner furnished observed Utility flows/demands.

1.8. **Owner Responsibilities:**

- Furnish Owner GIS data and or record drawings for Utilities that contain information needed for Model updates including material type, size, pump curves, aquifer drawdown, connectivity for all utilities, and the manhole rim and invert elevations for the wastewater system.
- Any and all surveying services and supplemental field work.
- 2017-2019 DMR data for system-wide flows in spreadsheet format with average annual and maximum day flow summaries.
- Water/PI system demands for 2017-2019 with summary data reflecting total average annual production and maximum day production for each year.
- List of recently issued building permits from a date to be determined by the Consultant to present.

**Task 2 – Ongoing Modeling Support**

It is contemplated that the Consultant will generally provide the following services with each development application. With that said, each development application is unique and may warrant adjustments on a case by case basis:

2.1. **Preliminary Plat Modeling Review:** Consultant will update the Models to reflect the modifications to the Utilities proposed in the development application based on CAD files for the development application furnished by the Owner. Exercise the Models to assess impacts of

## Attachment A

the proposed development on the Owner's Utilities. Develop brief technical memorandum that summarizes findings and recommended conditions for the development application to meet Owner and IDEQ Utility requirements.

**2.2. Final Plat Modeling Review:** Consultant will update the Models to reflect any changes between the preliminary plat and final plat system configuration based on CAD files for the development application furnished by the Owner. Exercise the Models to assess impacts of the proposed development on the Owner's Utilities including circumstances created by proposed phasing of the Development. Develop brief technical memorandum that summarizes findings and recommended conditions for the development application to meet Owner and IDEQ Utility requirements.

**2.3. Zoning Compliance Modeling Review:** It is understood that some development applications will not involve a platting process such as many commercial developments. For these development applications, Consultant will update the Models to reflect the modifications to the Utilities proposed in the development application based on CAD files for the development application furnished by the Owner. Exercise the Models to assess impacts of the proposed development on the Owner's Utilities. Develop brief technical memorandum that summarizes findings and recommended conditions for the development application to meet Owner and IDEQ Utility requirements.

**2.4. Record Drawing Modeling Review:** Consultant will update the Models to reflect any changes between the final plat construction plans and the actual record drawings furnished by the Owner.

**2.5. Deliverables:** Consultant will provide the following deliverables as part of completion of this task.

- Brief technical memorandum at each phase of the development (preliminary plat, zoning compliance, final plat) summarizing the findings of the model assessment and recommended conditions for the development application to meet Owner and IDEQ Utility requirements.

**2.6. Owner Responsibilities:** Owner will provide the following.

- CAD files and paper copies of the development application (preliminary plat, final plat and construction drawings for each phase of the development, and development plans for zoning compliance/building permits).
- Record drawings of the installed Utilities.

#### TIME OF COMPLETION

Consultant will complete Task 1 within three months from authorization to proceed and receipt of current GIS database files. Task 2 will be ongoing as the Owner receives development applications. However, Consultant will complete the modeling review support within ten working days of receiving complete development application information (CAD files and paper drawings).

## Attachment A

**COMPENSATION**

The Consultant will be compensated according to the table summarized below. Compensation for Task 2 will be determined at a future time.

**Summary of Professional Services Fees**

<b>Task</b>	<b>Description</b>	<b>Billing</b>	<b>Fee/Budget</b>
Task 1	Phase 1: Model Updates	LS	\$75,400
Task 2	Phase 2: Ongoing Model Support	TBD	TBD
<b>TOTAL ENGINEERING</b>			<b>\$75,400</b>

**SERVICES NOT PROVIDED BY CONSULTANT**

1. Master planning.
2. Surveying and any other field work.
3. GIS support.
4. Plan review support except as it relates to the modeling support outlined in Consultant Services.

**CITY OF KUNA****P.O. BOX 13****KUNA, ID 83634****[www.kunacity.id.gov](http://www.kunacity.id.gov)****Telephone (208) 922-5546 Fax (208) 922-5989**

---

**MEMORANDUM**

TO: MAYOR AND COUNCIL

FROM: JARED EMPEY, KUNA CITY TREASURER

RE: CONTINGENCY REQUEST

---

Mayor and Council,

As technology continues to change, City staff has reviewed the City's tablets used by the Planning & Zoning Commission and the City Council. Staff's findings recommend that these bodies upgrade the tablets currently being used in order to maintain level of service during meetings and in order to respond effectively to the public.

As a matter of reference, the City would be eligible for annual upgrades so that devices would no longer need to be purchased outright and would also have extra devices in the event of loss, theft, or breakage of a device. The devices would then on an ongoing basis have a minimal per month cost.

To complete this upgrade, I submit a request of \$5000 to be expended from General Fund Contingency in order to purchase the tablets and necessary accessories for the devices.

Thank you,

Jared Empey  
Treasurer