

OFFICIALS

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



CITY OF KUNA

Kuna City Hall Council Chamber, 763 W. Avalon Street, Kuna, Idaho

City Council Fee Waiver Workshop

AGENDA

Tuesday, March 1, 2016

6:00 P.M.

6:00 P.M. CITY COUNCIL FEE WAIVER WORKSHOP

1. **Call to Order and Roll Call**
2. **Review of fee waivers for city facilities and Senior Center rentals**
3. **Adjournment:**

City Council Meeting

AGENDA

Tuesday, March 1, 2016

7:00 P.M. REGULAR CITY COUNCIL

1. **Call to Order and Roll Call**
2. **Invocation:** Scott Piper, First Baptist Church
3. **Pledge of Allegiance:** Mayor Stear
4. **Consent Agenda:**

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

- A. **City Council Meeting Minutes: Regular City Council Minutes, February 16, 2016**
- B. **Accounts Payable Dated February 25, 2016 in the Amount of \$295,014.86**

- C. Accept Notice of City Engineer Signed Agreements Pursuant to City Resolutions R01-2016 and R08-2016
- D. Consideration to Approve Resolution No. R17-2016 Fair Housing Resolution
- E. Consideration to Approve Resolution No. R18-2016 Authorizing Skid Steer Purchase

5. Community Reports or Requests:

- A. Purple Heart City Presentation and Proclamation – Ned M. Barker, Idaho Commander

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

- A. Consideration to Approve Case No. 15-03-AN and 15-03-LS – Calhoun/ Liberty Investments Annexation and Lot Split – Trevor Kesner, Planner II

Applicant is requesting approval for Annexation of an approximately 4.65 +/- acre parcel located at 1425 N. School Avenue, into the City of Kuna with an R-6 zoning designation; and subsequently requests to split the parcel for potential future development.

7. Business Items:

- A. Consideration to Adopt Resolution No. R20-2016 Adopting the Amendment to the Planning Area Map – Wendy Howell, P & Z Director

A RESOLUTION OF THE KUNA CITY COUNCIL KUNA, IDAHO ADOPTING THE AMENDMENT TO THE PLANNING AREA MAP FOR THE CITY OF KUNA, IDAHO; AFFIRMING THAT THE PRESCRIBED NOTICE AND HEARING REQUIREMENTS WERE MET IN ACCORDANCE WITH TITLE 67, CHAPTER 65, IDAHO CODE; AND PROVIDING AN EFFECTIVE DATE.

- B. Consideration to Approve Resolution No. R19-2016 RFP for Real Estate Consultant Services to assist the City’s Economic Development projects and inquiries – Richard Roats, City Attorney

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE REQUEST FOR PROPOSAL (RFP) FOR THE CITY OF KUNA, IDAHO TO OBTAIN PROPOSALS FOR REAL ESTATE STRATEGY CONSULTING SERVICES

- C. Ex Parte Communication Presentation – Richard Roats, City Attorney

8. Ordinances:

- A.** *Second Reading* of Ordinance No. 2016-06 – Change in Council Meeting time

Consideration to waive three readings

Consideration to approve ordinance

Consideration to approve a summary publication of the ordinance

AN ORDINANCE OF THE KUNA CITY COUNCIL, KUNA, IDAHO AMENDING KUNA CITY CODE (KCC) 1-6-3A COUNCIL MEETINGS BY CHANGING THE MEETING TIME FROM COMMENCING AT SEVEN O’CLOCK (7:00) P.M. TO SIX O’CLOCK (6:00) P.M.; STRIKING THE PRECOUNCIL MEETING LANGUAGE; AND PROVIDING AN EFFECTIVE DATE.

- B.** *First Reading* of Ordinance 2016-07 Calhoun/Liberty Investments Annexation

Consideration to waive three readings

Consideration to approve ordinance

Consideration to approve a summary publication of the ordinance

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY, TO WIT: PARCEL NO.S1323212406 SITUATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA INTO THE CITY OF KUNA, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

9. Mayor/Council Discussion Items:

- A.** Council Members for Insurance Coverage and Fiscal Policies Committee – Mayor Stear

10. Announcements:

11. Executive Session:

- A.** Potential Litigation 74-206(f) and Potential Property Acquisition 74-206(c)

12. Adjournment:



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

Telephone (208) 922-5546

Email: CEngels@kunaID.gov

MEMORANDUM

TO: Mayor Stear and Council
FROM: Chris Engels, City Clerk
RE: Rates of other Halls in Kuna
DATE: February 26, 2016

Mayor and Council,

As requested at the February 16, 2016 City Council meeting, below are the rates for other halls in Kuna.

The Community Hall Rental Rates:
\$100 per day for the upstairs
\$75 per day for the downstairs
\$50 per day for the kitchen facilities

Grange Rental:
\$75 per day for non-members
\$50 per day for members
Both includes the use of the small kitchen

Kuna Event Center:
\$150 per hour up to 3 hours M-T
\$500 for day over 3 hours M-T
\$1,500 for the entire day F-Sun
Catering services available from Enrique's or other caterer can be brought in

Kuna Senior Center:
\$50 for first hour
\$10 for each additional hour
No kitchen facilities available



CITY OF KUNA
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Bob Bachman, BOC 1, IBC
 Facilities Director
 City of Kuna

MEMO

Date: February 23, 2016
From: Bob Bachman, Facilities Director
To: City Council
RE: **Intermountain Gas/Senior Building**

Projections for future cost of Senior Building if cost saving steps are made.

1. Replace Kitchen oven with electric stove so that burners are not running 24 hrs.' a day 365 days a year. This cost roughly \$648.00 a year with the oven at idle. \$54.00 a month.
2. Replace thermostats to have remote access to be able to monitor inside climate conditions during unoccupied times. (Already done) up to 33% savings. \$118.45 per month
3. Fix air leak to and from unconditioned areas. This will take mostly man hours to accomplish with some minor construction materials needed. It will add a 5% savings on gas.

In 2015 we spent \$4,955.02 on gas for an average of \$412.93 per month.

Possible gains with the above changes or modifications over a calendar year.

Current Average Monthly Cost		\$412.93
	Savings From Upgrades	
Removing gas oven	\$54.00	
New Thermostats	\$118.45	
Fix air Leakage	\$20.65	
New monthly Total		\$219.83



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Richard Cardoza, Council Member
Greg McPherson, Council Member

CITY OF KUNA

Kuna City Hall Council Chamber, 763 W. Avalon Street, Kuna, Idaho

**City Council Meeting
Minutes
Tuesday, February 16, 2016**

7:00 P.M. REGULAR CITY COUNCIL

1. Call to Order and Roll Call

COUNCIL MEMBERS PRESENT:

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

CITY STAFF PRESENT:

**Richard Roats, City Attorney
Chris Engels, City Clerk
Wendy Howell, P & Z Director
Bobby Withrow, Parks Director
Gordon Law, City Engineer
John Marsh, City Treasurer**

2. Invocation: Chris Bent, Calvary Chapel

3. Pledge of Allegiance: Mayor Stear

4. Consent Agenda:
(Timestamp 00:01:38)

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

- A. City Council Meeting Minutes: Regular City Council Minutes, February 2, 2016**
- B. Accounts Payable Dated February 11, 2016 in the Amount of \$297,651.32**
- C. Finding of Facts and Conclusions of Law:**

- D.** Consideration Approve Resolution No. R11-2016 Farm Lease with S & T Farms LLC – Richard Roats

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE REAL ESTATE LEASE AGREEMENT WITH S&T FARMS, LLC, FOR THE LEASE OF THE CITY OF KUNA, IDAHO'S PROPERTY LOCATED AT MEADOW VIEW ROAD, KUNA IDAHO.

Council Member Buban-Vonder Haar moved to approve the consent agenda. Seconded by Council President Jones. Motion carried 4-0.

5. Community Reports or Requests:

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

7. Business Items:

- A.** Consideration to Approve Case No. 16-02-FP - Final Plat; Crimson Point Subdivision No. 7 – Trevor Kesner, Planner II
(Timestamp 00:02:10)

Applicant is requesting Final Plat approval for Crimson Point Subdivision, Phase No. 7. The final plat for Crimson Point Subdivision No. 7 proposes 40 residential lots and one (1) common lot.

Senior Planner Troy Behunin stood in for Planner II Trevor Kesner. Mr. Behunin explained this is final plat request for Crimson Point Subdivision No. 7. He reviewed that the project is in compliance with all requirements. He stood for questions.

Council Member Cardoza asked if this is along Indian Creek.

Mr. Behunin said the western edge touches the common lot which is a city park.

Council Member Cardoza asked if any right of way was provided for a greenbelt along Indian Creek. He didn't see anything noted in the documents.

City Engineer Gordon Law explained that the city owns the property on both sides of Indian Creek in this location and there is enough space for a greenbelt on both sides.

Council Member Cardoza clarified it would remain zoned an R-3.

Mr. Behunin confirmed that was correct.

Council President Jones moved to approve 16-02-FP based on facts outlined in the staff report. Seconded by Council Member Buban-Vonder Haar by the following roll call vote:

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

Voting No: None

Absent: None

Motion carried 4-0.

- B.** Consideration to Approve Case No. 16-03-FP (Final Plat) Deserthawk No. 2 Subdivision – Troy Behunin, Senior Planner
(Timestamp 00:07:22)

Applicant is requesting Final Plat approval for Deserthawk No. 2 Subdivision which proposes 41 residential lots, one (1) common lot.

Senior Planner Troy Behunin explained the application is a final plat request for Deserthawk No. 2. The applicant has provided everything that staff has requested and utility easements. At the time of staff submittal of this report for the Council packet, a clean copy of the final plat was not available but was provided this morning with all requested changes. The project is in compliance with requirements. He stood for questions.

Council President Jones confirmed the outside of perimeter was to be fenced and the house on the outside would be fenced on three sides.

Mr. Behunin responded the lot is question is planned to be a common lot.

Council Member Cardoza asked if the common lot would have any recreation facilities or is it grass only.

Mr. Behunin responded it would be for storm water and open space.

Council Member Buban-Vonder Haar moved to approve 16-03-FP. Seconded by Council President Jones by the following roll call vote:

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

Voting No: None

Absent: None

Motion carried 4-0.

- C.** Consideration to Approve Resolution No. R12-2016 Adopting the Area of City Impact Boundary – Wendy Howell
(Timestamp 00:11:09)

A RESOLUTION OF THE KUNA CITY COUNCIL KUNA, IDAHO ADOPTING THE AMENDMENT TO THE AREA OF CITY IMPACT BOUNDARY AND THE FUTURE LAND USE MAP FOR THE COMPREHENSIVE PLAN FOR THE CITY OF KUNA, IDAHO; AFFIRMING THAT THE PRESCRIBED NOTICE AND HEARING REQUIREMENTS WERE MET IN ACCORDANCE WITH TITLE 67, CHAPTER 65, IDAHO CODE; AND PROVIDING AN EFFECTIVE DATE.

P & Z Director Wendy Howell explained the resolution is a formality following the public hearing previously completed and approved on December 15, 2015. She stood for questions.

Mayor Stear confirmed this is a formality approving the boundary map.

Council President Jones confirmed this is the boundary only not the zoning within the boundary.

Ms. Howell confirmed; yes. The zoning portion will be changed in the future.

Council Member Cardoza asked if this has been sent to Meridian.

Ms. Howell said that former Mayor Nelson had provided the information to Mayor DeWeerd.

Mayor Stear said Meridian's boundary line has been followed. There should not be any problems.

**Council Member President Jones moved to approve R12-2016. Seconded by Council Buban-Vonder Haar by the following roll call vote:
Voting Aye: Council Members Cardoza, Jones, Buban-Vonder Haar and McPherson
Voting No: None
Absent: None
Motion carried 4-0.**

- D.** Consideration to Approve Resolution No. R13-2016 Approving Award of Bid to Thueson Construction, Inc. for 2016 PI Project – Gordon Law, City Engineer
(Timestamp 00:14:12)

RESOLUTION AWARDING BID FOR THE 2016 PRESSURE IRRIGATION PROJECT TO THUESON CONSTRUCTION, INC. IN THE AMOUNT OF \$298,308.80; DIRECTING EXPENDITURE OF FUNDS FROM THE WATER AND IRRIGATION FUNDS FOR SAID PROJECT; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID BIDDERS.

City Engineer Gordon Law reviewed the project; there were ten bidders, four of them had bids that contained errors. The apparent low bidder was among the ones with errors. The low bidder and apparent low bidder were contacted and the original, apparent low bidder with errors was agreeable to not contesting. Mr. Law recommends approval of the new low bidder in the amount of \$298,308.80.

Council Member Cardoza asked why the water fund is contributing toward pressurized irrigation.

Mr. Law said that it has been found to be of great benefit to the water fund due to the relief of demand on the potable wells. He provided an example.

Council Member Cardoza asked about the memorandum and suggested he change the Mayor's name.

Council Member Cardoza asked if it was permissible to justify that amount from the water fund for the PI fund.

Mr. Law thinks that there needs to be benefit and in this project, there is probably more of a benefit than the \$85,000 appropriated.

Council Member Cardoza asked about page two of the memorandum and the actual amount from the water fund that will be used.

Mr. Law explained the full amounts were listed but it will only be \$85,000.

Council Member Buban-Vonder Haar asked if Mr. Law was concerned of cost over runs based on some of the higher bids.

Mr. Law detailed the average of the bottom third of the bids. That average usually indicates the bids are on track.

Council Member Buban-Vonder Haar asked about the multi-million dollar bids.

Mr. Law explained there was an error in the unit price and the bidder thought it was a lump sum instead. He further explained the totals were wrong in the original bids and the numbers were corrected after the bid opening. Bidders are not allowed to correct their bids after the opening. Mr. Law found and corrected the errors after the bid opening.

Council Member Cardoza readdressed how much will be coming from the water fund.

Mr. Law responded approximately \$85,000 of \$298,000. He explained how he estimates the projects and that the memo includes all the available funds for

Council's review. In the future he will provide line item information or not include extra information.

Council President Jones moved to approve R13-2016. Seconded by Council Member Buban-Vonder Haar by the following roll call vote:

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

Voting No: None

Absent: None

Motion carried 4-0.

- E.** Consideration to Approve Resolution No. R14-2016 Award of Bid to Quality Contractors for Well House 3 Remodel Project – Gordon Law, City Engineer
(Timestamp 00:28:38)

RESOLUTION AWARDING BID FOR THE WELL HOUSE 3 REMODEL PROJECT TO QUALITY CONTRACTORS, LLC IN THE AMOUNT OF \$117,000.00; DIRECTING EXPENDITURE OF FUNDS FROM THE WATER FUND FOR SAID PROJECT; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID BIDDERS.

City Engineer Gordon Law explained the bid was opened last Wednesday and was a lump sum bid. The average of the lower third of the bids fall within a range of acceptability. This is a first time contractor for the city. An investigation of the acceptability of their previous work was conducted and excellent references were received. Mr. Law recommends approval of the bid in the amount of \$117,000.

Council Member Cardoza asked if the contractor was required to provide a bond.

Mr. Law responded; yes.

Council President Jones moved to approve R14-2016. Seconded by Council Member Buban-Vonder Haar by the following roll call vote:

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

Voting No: None

Absent: None

Motion carried 4-0.

- F.** Consideration to Approve Resolution No. R15-2016 KYSBA Park Use Agreement – Richard Roats, City Attorney
(Timestamp 00:31:01)

A RESOLUTION OF THE CITY OF KUNA, IDAHO APPROVING THE PARK USE AGREEMENT BY AND BETWEEN THE CITY OF KUNA, IDAHO AND

THE KUNA YOUTH SOFTBALL AND BASEBALL ASSOCIATION, INC.,
PURSUANT TO THE TERMS OF THE AGREEMENT; AND AUTHORIZING
THE MAYOR TO EXECUTE THE AGREEMENT.

Mayor Stear updated Council that originally there was some confusion about this contract but a meeting was held and everyone came to an agreement.

City Attorney Richard Roats explained that the agreement is to provide scheduling and use responsibilities as well as what other users will be required to do if using the fields. Mr. Roats stood for questions.

Council Member Cardoza said that he didn't see anything in the agreement addressing the concession stand.

Mr. Roats said that it is his understanding that KYSBA has exclusive use.

Council Member Cardoza asked if it should be addressed as to who has authority to use it.

Mr. Roats responded; his preference would be to do that in a separate agreement.

Council Member Cardoza asked if it would be assumed the concession stand was part of the baseball fields.

Mr. Roats said he would not make that assumption. It would be separate from the fields.

Council Member Buban-Vonder Haar asked why the agreement didn't run on the calendar year.

Mr. Roats said it was based on the KYSBA board member elections.

Council Member Buban-Vonder Haar asked about paragraph 2.11; should it read the third Saturday in July instead of the third Sunday since there are no games on Sundays.

Mr. Roats responded Sunday was referenced in the event a tournament may occur.

Mr. Roats reviewed the scheduling options; how the schedule was determined and the effort to maintain flexibility in regard to the amount of players signing up and possible tournaments.

Council Member Buban-Vonder Haar said she is still confused by the language.

Mayor Stear explained the agreement was based on the time they requested. The flexibility discussion came up later. The new board is elected by the end of January.

Mr. Roats pointed out paragraph 2.8 states KYSBA may, with good cause modify the reserved schedule during the season. Showing good cause would put that flexibility to use.

Council Member Buban-Vonder Haar asked if there would be value in combining paragraphs 2.7 and 2.8 to eliminate confusion.

Mr. Roats explained why it was listed as it is. The goal of the contract is to provide availability for KYSBA and preserve the ability for others to use the fields.

Council Member Buban-Vonder Haar suggested a change of verbiage to avoid confusion.

Mr. Roats suggested observing how this works out this year and revisit any changes that need to be addressed next year.

Council Member Buban-Vonder Haar asked if another group reserved the fields during an available time, could KYSBA override those reservations if they show good cause.

Mr. Roats clarified; if another group reserved the fields when available, KYSBA could not override those reservations.

Council Member Buban-Vonder Haar proposed combining paragraphs 2.8 and 2.9 into one paragraph and suggested something to the effect of; after January 31st, KYSBA may, upon good cause modify the reserved schedule during the season. However, if dates KYSBA is seeking have already been reserved, the first party to reserve takes priority.

Mayor Stear thought it made sense to make that change.

Mr. Roats said if Council would like to pass the Resolution, he will make the change to that paragraph.

Council President Jones asked about paragraph 2.11; KYSBA will be using the fields Monday – Friday, every single day.

Mr. Roats confirmed that is what KYSBA said, yes.

Council President Jones wanted to be sure they didn't reserve them when they didn't really need them.

Council President Jones asked if a tournament running on Friday, Saturday and Sunday would trigger a special event and would they be required to obtain a special event permit or would they be excluded from that process due to this agreement.

City Clerk Chris Engels responded in the past they have obtained a special use permit for tournaments.

Council Member Buban-Vonder Haar asked if the only way to use the fields is to go through the Clerk's office.

Mr. Roats responded if someone wants to reserve the fields they need to go through the Clerk's office. If it is not reserved and a family would like to use it, they can.

Park Supervisor Bobby Withrow explained signage would be available. The use can also be monitored and tracked. When it is time to renew the agreement, that information would be available.

Mayor Stear said he thinks the schedule request from KYSBA covering the entire week is because they expect additional teams this year.

Council President Jones asked if someone uses the fields and messes up the lines, who would be responsible to take care of that.

Mr. Roats said that KYSBA plans on pre-game prep maintenance.

Council Member Buban-Vonder Haar moved to approve R15-2016 with the change noted to the agreement. Seconded by Council President Jones by the following roll call vote:

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

Voting No: None

Absent: None

Motion carried 4-0.

- G.** Summary of Fee Waiver Committee meeting and Consideration to Approve Resolution No. R16-2016 Amending Fee Schedule for City Parks and City Public Property – Council President Pat Jones
(Timestamp 00:48:55)

A RESOLUTION OF THE CITY OF KUNA, IDAHO AMENDING RESOLUTION NO. R26-2015 TO DELETE THE RENTAL FEES FOR THE SENIOR CENTER FROM THE CITY PARK AND CITY PUBLIC PROPERTY PARK USE FEE SCHEDULE, AND PROVIDING AN EFFECTIVE DATE.

Council President Pat Jones updated Council on the Fee Waiver Committee meeting. At this time the recommendation is to address the Senior Center only.

There will be further discussion on the other items. The recommendation of the Committee is that the city no longer rents out the facility at this time. Council President Jones stood for questions.

Council Member Buban-Vonder Haar said one of the reasons noted in the attached memo was minimal amount of funds received and asked if it would help to raise the cost of renting the facility. How many rentals were there last year?

City Clerk Chris Engels responded there were 10 Senior Center rentals last year and two fee waivers.

Mayor Stear explained \$700 was received for the year. Rental usage also requires extra work for the seniors to have to put things away and lock up rooms because sometimes people are disrespectful of the building. Staff time is also required to provide keys and check the building after usage to reset thermostats and put things away. Keys are sometimes not returned. Staff time exceeds the rental income. It is also a matter of respect for the seniors to have a building of their own

Council Member Buban-Vonder Haar asked if there was an amount that would make it worth renting out since the senior association rent doesn't cover the costs incurred for the building.

City Clerk Chris Engels responded Friday and especially Saturday nights are high rental nights. The seniors have bingo every Saturday beginning at 3:30 p.m. so the facility is not available for events that would generate revenue.

Mayor Stear said there are other facilities such as the Community Hall that available for rental.

Council President Jones said another discussion item was how to place parameters to enable people to not have to come to the Council to ask for a fee waiver without being discriminatory. Facilities Director Bob Bachman is in the process of making the building more manageable cost wise. If the building costs are reduced, the rental income from the facility would not be needed to offset costs.

Mayor Stear explained that Facilities Director Bob Bachman is looking into the inefficiencies of the building. The cost savings on utilities should come down to the cost that is covered by the senior association rent. He explained some of the main areas of concern for utility reduction options.

Council Member Cardoza said the VFW uses the facility. Will they continue to be able to use it?

Mayor Stear said that would be up to the senior association but the VFW uses the History Center.

Council Member Cardoza said he doesn't feel it is appropriate for a city owned building to not be available to the public. The citizens pay for the majority of the costs to maintain the building.

Council President Jones asked if Council would be agreeable to not allowing fee waivers of the building.

Council Member Cardoza said he would be agreeable.

Council Member Buban-Vonder Haar said she would possibly be agreeable.

Council President Jones said he wouldn't have a problem to continue renting out the facility if fee waivers were not allowed and rental rates were reevaluated.

Council Member Buban-Vonder Haar explained she agreed with Council Member Cardoza, it should be able to be used by the public. Her principle on fee waivers is that events should be open to the public and be free to all.

Mayor Stear asked if Council would like to have a workshop scheduled or does Council have direction for the committee.

Council Member Cardoza said there are private businesses in the city who invest in community centers. When the city allows a public organization free use of a facility it deters investment the community. The fee waivers should end.

Mayor Stear asked about a workshop or direction to the committee.

Council President Jones said he was bias to not having fee waivers but is willing to compromise. He appreciates Council Member Buban-Vonder Haar's comment regarding a fee waiver being approved if it is open to the public and free to all but would like to add vendors at such an event shouldn't be charged either. Also, the public needs to be made aware there is a free event being held there through social media or otherwise.

Council Member Cardoza asked if that is on the city website.

City Clerk Chris Engels said the reservations and events are posted on the website as well as if it is a private event or a public event. Ms. Engels asked Council President Jones if he was saying it would be up to the city to advertise free public events or if it would up to the person asking for the fee waiver.

Council President Jones responded it should be up to the person asking for the waiver. There needs to be direction regarding how to advertise to ensure everyone knows about the event.

Council Member Buban-Vonder Haar said her preference for the Senior Center is to calculate the actual costs including all staff time to determine if the fees should be increased.

Council Member McPherson believes it is a safe haven for the senior association and doesn't know if the damages or the staff time is worth continuing to rent. He would prefer for it to just be a senior center.

Mayor Stear thinks the city owes it to the seniors to take care of them. Originally, the building belonged to the seniors and was signed over to the city to obtain grant funds for building improvements. The benefit to them is the city has covered many of the costs the seniors would not have been able to afford on their own.

Council Member Cardoza asked City Treasurer John Marsh what the yearly costs to maintain the facility are.

Mr. Marsh said he does not have the numbers in front him. He does know the city spends more than is brought in by revenue. Council President Jones looked up the annual senior center budget as Mr. Marsh was speaking. \$14,400 is budgeted annually. Projected annual revenue is \$5,380. \$5040 of that revenue is from the seniors. Outside revenue is projected to be \$340 annually.

Mayor Stear asked the Councilmembers for direction; should we not rent out this facility or would they like to pursue the matter further.

Council direction is to have a workshop. In preparation for the workshop determine fees other facilities charge and obtain a projection from Facilities Director Bob Bachman on cost reductions. The workshop is scheduled for March 1, 2016 at 6:00 p.m.

Council President Jones moved to table R16-2016 until March 1, 2016 with a workshop set for 6:00 p.m. Seconded by Council Member Buban-Vonder Haar. Motion carried 4-0.

- H.** Area of City Impact Area Ordinance for discussion only – Richard Roats, City Attorney
(Timestamp 01:22:41)

City Attorney Richard Roats reviewed the draft proposal to be sent to the Ada County Commissioners; the changes and the reasons for them.

Council President Jones asked if 9.1.5c should have a parameter of how notice is sent.

P & Z Director Wendy Howell explained how the process currently works and the notification comes via email. In response to the questions, the notices only go to her email.

Mayor Stear suggested that a “confirmation of receipt is required” be included in the language.

Mr. Roats agreed.

Council Member Cardoza asked if 9.1.2 is the amendment to R12-2016 that previously passed.

Ms. Howell said it was not. This is for Ada County book of codes and then will be adopted as part of our ordinances. The boundaries will be the same boundaries as indicated on the map relating to R12-2016.

Mr. Roats said he will change the notice language and send it out.

8. Ordinances:

- A.** First Reading of Ordinance No. 2016-06 – Change in Council Meeting time
(Timestamp 01:32:07)

AN ORDINANCE OF THE KUNA CITY COUNCIL, KUNA, IDAHO AMENDING KUNA CITY CODE (KCC) 1-6-3A COUNCIL MEETINGS BY CHANGING THE MEETING TIME FROM COMMENCING AT SEVEN O’CLOCK (7:00) P.M. TO SIX O’CLOCK (6:00) P.M.; STRIKING THE PRECOUNCIL MEETING LANGUAGE; AND PROVIDING AN EFFECTIVE DATE.

Council Member Buban-Vonder Haar asked if the language “if Council Meeting day falls on an Election Day the Council Meeting will be moved to the following day” should be included.

Mr. Roats agreed.

9. Mayor/Council Discussion Items:

- A.** Urban Renewal Committee – Mayor Stear
(Timestamp 01:34:15)

Mayor Stear asked for a committee to review an urban renewal area that is smaller than the one previously reviewed.

Council Member Cardoza said he would be on the committee.

Council Member McPherson said he would be on the committee.

City Clerk Chris Engels will set up the meeting.

Council President Jones moved to have Council Member Cardoza and Council Member McPherson on the committee. Seconded by Buban-Vonder Haar. Motion carried 4-0.

Mayor Stear said city hall options should be forthcoming to Council.

Council President Jones asked if Council could tour the facility included in the options.

Mayor Stear was agreeable.

Council Member Cardoza asked ACHD to look at School St between Mendi and Deer Flat. The surface seems to have sunk.

Council President Jones asked if the baseball group could be notified and maybe have caution signs on Second Street. The detour for the roundabout goes down Second Street and baseball starts March 1st.

10. Announcements:

11. Executive Session:

12. Adjournment:

Mayor Stear adjourned the meeting at 8:38 p.m.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

*Minutes prepared by Dawn Stephens, Deputy City Clerk
Date Approved: CCM 03.01.2016*

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
ADA COUNTY HIGHWAY DISTRICT (RENT)												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	13633		<u>ACHD SHOT RENT, MAR 16, PARKS</u>	02/17/2016	148.50	.00	01-6211 RENT-BUILDINGS & LAND	1004	3/16		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	13633		<u>ACHD SHOT RENT, MAR 16, WATER</u>	02/17/2016	126.00	.00	20-6211 RENT-BUILDINGS & LAND	0	3/16		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	13633		<u>ACHD SHOT RENT, MAR 16, SEWER</u>	02/17/2016	121.50	.00	21-6211 RENT - BUILDINGS & LAND	0	3/16		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	13633		<u>ACHD SHOT RENT, MAR 16, PI</u>	02/17/2016	54.00	.00	25-6211 RENT - BUILDINGS & LAND	0	3/16		
Total 13633:						450.00	.00					
Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	.00					
ADA COUNTY PROSECUTING ATTORNE												
176	ADA COUNTY PROSECUTING ATTORNE	032016		<u>PROSECUTORIAL SERVICES MARCH 16</u>	02/17/2016	4,309.25	.00	01-6203 PROSECUTORIAL SERVICES	0	3/16		
Total 032016:						4,309.25	.00					
Total ADA COUNTY PROSECUTING ATTORNE:						4,309.25	.00					
A-GEM SUPPLY												
1709	A-GEM SUPPLY	196202	3689	<u>12 BATTERIES FOR COMPUTER UPS SYSTEM BACKUP UNITS AT NWWTP AND ALL LIFTSTATIONS, SCADA AT NWWTP, M NADEAU, DEC 15</u>	12/17/2015	179.40	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	12/15		
1709	A-GEM SUPPLY	196202	3689	<u>12 BATTERIES FOR COMPUTER UPS SYSTEM BACKUP UNITS AT WELLS, M NADEAU, DEC 15</u>	12/17/2015	143.52	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	12/15		

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
1709	A-GEM SUPPLY	196202	3689	24 BATTERIES FOR COMPUTER UPS SYSTEM BACKUP UNITS AT NWWTP AND ALL LIFTSTATIONS, WELLS. M NADEAU, DEC 15	12/17/2015	35.88	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	12/15		
Total 196202:						358.80	.00					
Total A-GEM SUPPLY:						358.80	.00					
ANALYTICAL LABORATORIES												
1	ANALYTICAL LABORATORIES	33742		FUEL TANK REMOVAL AND BUTLER SOIL SAMPLES, FEB.'16 - WATER	01/31/2016	234.00	.00	20-6020 CAPITAL IMPROVEMENTS	1044	2/16		
1	ANALYTICAL LABORATORIES	33742		FUEL TANK REMOVAL AND BUTLER SOIL SAMPLES, FEB.'16 - WATER	01/31/2016	216.00	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	2/16		
Total 33742:						450.00	.00					
1	ANALYTICAL LABORATORIES	33743		LAB TESTING SAMPLES, SEWER, JAN 16	01/31/2016	779.40	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	1/16		
Total 33743:						779.40	.00					
Total ANALYTICAL LABORATORIES:						1,229.40	.00					
ASSOCIATION OF IDAHO CITIES												
8	ASSOCIATION OF IDAHO CITIES	200001055	3564	AIC FALL CONFERENCE REGISTRATION, J.STEAR & G.MCPHERSON,	11/10/2015	70.00	.00	01-6155 MEETINGS/COMMI TTES	1031	11/15		
Total 200001055:						70.00	.00					
8	ASSOCIATION OF IDAHO CITIES	200001269		MEMBERSHIP & DUES FOR RICHARD ROATS, WORKSHOP, JAN 16	01/13/2016	95.00	.00	01-6075 DUES & MEMBERSHIPS	0	1/16		

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 200001269:						95.00	.00					
Total ASSOCIATION OF IDAHO CITIES:						165.00	.00					
BOISE-KUNA IRRIGATION DISTRICT												
12	BOISE-KUNA IRRIGATION DISTRICT	030116		<u>IRRIGATION FOR KUNA TOWNSITE DUE APRIL 1, 2016</u>	02/22/2016	83,580.38	.00	<u>25-6116 IRRIGATION / WATER COSTS</u>	0	3/16		
Total 030116:						83,580.38	.00					
Total BOISE-KUNA IRRIGATION DISTRICT:						83,580.38	.00					
BUREAU OF OCCUPATIONAL LICENSE												
1091	BUREAU OF OCCUPATIONAL LICENSE	02222016BOL		<u>LICENSE RENEWAL FOR C.MCDANIEL, #WWT1-17571 & #WWC1-17790, SEWER</u>	02/22/2016	60.00	.00	<u>21-6075 DUES & MEMBERSHIPS</u>	0	2/16		
Total 02222016BOL:						60.00	.00					
Total BUREAU OF OCCUPATIONAL LICENSE:						60.00	.00					
CAPITAL PAVING CO												
20	CAPITAL PAVING CO	4085		<u>COLD PATCH AVALON AT FAMILY DOLLAR, REPAIR WATER BREAK, WATER, FEB 16</u>	02/01/2016	365.00	.00	<u>20-6150 MAINT. & REPAIRS - SYSTEM</u>	0	2/16		
Total 4085:						365.00	.00					
Total CAPITAL PAVING CO:						365.00	.00					
DERO												
1782	DERO	INV-00008701	3360	<u>DERO BIKE RACK CO. 3 EACH BIKE FIXIT STATIONS FOR THE GREENBELT (D. STEPHENS)</u>	10/15/2015	1,734.25	.00	<u>01-6175 SMALL TOOLS</u>	1004	10/15		
1782	DERO	INV-00008701	3360	<u>DERO BIKE RACK CO. 3 EACH BIKE FIXIT STATIONS FOR THE GREENBELT (D. STEPHENS)</u>	10/15/2015	1,734.25	.00	<u>03-6360 EXPEND.- BLUE CROSS HIGH FIVE</u>	0	10/15		

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 INV-00008701:						3,468.50	.00					
Total DERO:						3,468.50	.00					
ED STAUB & SONS PETROLEUM, INC												
1731	ED STAUB & SONS PETROLEUM, INC	163207A-IN		PROPANE TANK RENT AT PARK BY WATER TOWER. RENT FOR YEAR OF 2016. B WITHROW, PARKS, FEB 16	02/01/2016	10.00	.00	01-6140 MAINT. & REPAIR BUILDING	1004	2/16		
Total 163207A-IN:						10.00	.00					
Total ED STAUB & SONS PETROLEUM, INC:						10.00	.00					
FASTENAL COMPANY												
1507	FASTENAL COMPANY	IDBOS197586	3676	1 DEWALT IMPACT WRENCH KIT. REPAIR WATER MAIN BREAK AT PARK. M.NADEAU, WATER, DEC.'15	12/14/2015	318.99	.00	20-6175 SMALL TOOLS	0	12/15		
1507	FASTENAL COMPANY	IDBOS197586	3676	5 EA. CUTTING WHEELS. M.NADEAU, WATER, DEC.'15	12/14/2015	11.30	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	12/15		
Total IDBOS197586:						330.29	.00					
Total FASTENAL COMPANY:						330.29	.00					
FERGUSON WATERWORKS #1701												
219	FERGUSON WATERWORKS #1701	0626955	3729	2016 CEU CLASS, REGISTRATION FOR WATER AND WASTEWATER CLASS, T.FLEMING & A.COOK, T SHAFER, T DEYOUNG, SEWER, FEB.'16	02/09/2016	200.00	.00	21-6265 TRAINING & SCH00LING EXPENSE	0	2/16		
219	FERGUSON WATERWORKS #1701	0626955	3729	2016 CEU CLASS REGISTRATION FOR WATER AND WASTEWATER CLASS, C DEYOUNG, R FORD, R JONES, J MORFIN, WATER, PI, FEB.'16	02/09/2016	160.00	.00	20-6265 TRAINING & SCH00LING EXPENSE	0	2/16		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
219	FERGUSON WATERWORKS #1701	0626955	3729	2016 CEU CLASS REGISTRATION FOR WATER AND WASTEWATER CLASS. C DEYOUNG, R FORD, R JONES, J MORFIN, PI, FEB.'16	02/09/2016	40.00	.00	25-6265 TRAINING & SCH00LING EXPENSE	0	2/16		
Total 0626955:						400.00	.00					
Total FERGUSON WATERWORKS #1701:						400.00	.00					
H.D. FOWLER COMPANY												
1552	H.D. FOWLER COMPANY	I4134635	3650	SUBMERSIBLE PUMPING PLANT FOR WELL #3, G.LAW, WATER, DEC.'15	02/10/2016	51,833.78	.00	20-6020 CAPITAL IMPROVEMENTS	1037	2/16		
Total I4134635:						51,833.78	.00					
1552	H.D. FOWLER COMPANY	I4137742	3823	DUCT BUTTER, PIPE JOINT LUBRICANT, ARBOR RIDGE PARK FOR THE CANAL, RUNNING NEW PIPING AT ARBOR RIDGE, J CRUMTON, PARKS, FEB 16	02/16/2016	16.50	.00	40-6020 CAPITAL IMPROVEMENTS	1016	2/16		
Total I4137742:						16.50	.00					
1552	H.D. FOWLER COMPANY	I4139890	3650	1 EA. RED FLANGE RINGS FOR THE PUMPING PLANT WELL #3, G.LAW, FEB.'16	02/18/2016	4.04	.00	20-6020 CAPITAL IMPROVEMENTS	1037	2/16		
Total I4139890:						4.04	.00					
Total H.D. FOWLER COMPANY:						51,854.32	.00					
HD SUPPLY WATERWORKS LTD												
63	HD SUPPLY WATERWORKS LTD	E976252		12 WATER METERS, REGISTERS, STOCK REPLACEMENT, WATER, JAN 16	01/29/2016	1,108.80	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	1/16		

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
				JAN 16	02/02/2016	35.60	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	1/16		
1619	HOCOCHAN HOLDINGS, INC.	AR435285		MONTHLY COPIER CARE, B&W, MX4110N, MXM503N, P&Z, JAN 16	02/02/2016	12.72	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	1/16		
1619	HOCOCHAN HOLDINGS, INC.	AR435285		MONTHLY COPIER CARE, B&W, MX4110N, MXM503N, WATER, JAN 16	02/02/2016	33.06	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	1/16		
1619	HOCOCHAN HOLDINGS, INC.	AR435285		MONTHLY COPIER CARE, B&W, MX4110N, MXM503N, SEWER, JAN 16	02/02/2016	33.06	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	1/16		
1619	HOCOCHAN HOLDINGS, INC.	AR435285		MONTHLY COPIER CARE, B&W, MX4110N, MXM503N, PI, JAN 16	02/02/2016	12.72	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	1/16		
1619	HOCOCHAN HOLDINGS, INC.	AR435285		MONTHLY COPIER CARE, COLOR, MX4110N, MXM503N, ADMIN, JAN 16	02/02/2016	54.14	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	1/16		
1619	HOCOCHAN HOLDINGS, INC.	AR435285		MONTHLY COPIER CARE, COLOR, MX4110N, MXM503N, P&Z, JAN 16	02/02/2016	19.34	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	1/16		
1619	HOCOCHAN HOLDINGS, INC.	AR435285		MONTHLY COPIER CARE, COLOR, MX4110N, MXM503N, WATER, JAN 16	02/02/2016	50.28	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	1/16		
1619	HOCOCHAN HOLDINGS, INC.	AR435285		MONTHLY COPIER CARE, COLOR, MX4110N, MXM503N, SEWER, JAN 16	02/02/2016	50.28	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	1/16		
1619	HOCOCHAN HOLDINGS, INC.	AR435285		MONTHLY COPIER CARE, COLOR, MX4110N, MXM503N, PI, JAN 16	02/02/2016	19.34	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	1/16		
Total AR435285:						320.54	.00					
Total HOCOCHAN HOLDINGS, INC.:						674.04	.00					

IDAHO POWER CO

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
38	IDAHO POWER CO	02232016I		<u>ELECTRIC SERVICE FOR FEBRUARY 2016 - ADMIN</u>	02/23/2016	425.26	.00	<u>01-6290 UTILITIES</u>	0	2/16		
38	IDAHO POWER CO	02232016I		<u>ELECTRIC SERVICE FOR FEBRUARY 2016 - P & Z</u>	02/23/2016	28.70	.00	<u>01-6290 UTILITIES</u>	1003	2/16		
38	IDAHO POWER CO	02232016I		<u>ELECTRIC SERVICE FOR FEBRUARY 2016 - SENIOR CENTER</u>	02/23/2016	305.90	.00	<u>01-6290 UTILITIES</u>	1001	2/16		
38	IDAHO POWER CO	02232016I		<u>ELECTRIC SERVICE FOR FEBRUARY 2016 - STREET LIGHTS</u>	02/23/2016	6,466.10	.00	<u>01-6290 UTILITIES</u>	1002	2/16		
38	IDAHO POWER CO	02232016I		<u>ELECTRIC SERVICE FOR FEBRUARY 2016 - PARKS</u>	02/23/2016	1,043.18	.00	<u>01-6290 UTILITIES</u>	1004	2/16		
38	IDAHO POWER CO	02232016I		<u>ELECTRIC SERVICE FOR FEBRUARY 2016 - WATER</u>	02/23/2016	6,789.66	.00	<u>20-6290 UTILITIES EXPENSE</u>	0	2/16		
38	IDAHO POWER CO	02232016I		<u>ELECTRIC SERVICE FOR FEBRUARY 2016 - SEWER</u>	02/23/2016	20,789.78	.00	<u>21-6290 UTILITIES EXPENSE</u>	0	2/16		
38	IDAHO POWER CO	02232016I		<u>ELECTRIC SERVICE FOR FEBRUARY 2016 - FARM</u>	02/23/2016	313.58	.00	<u>21-6090 FARM EXPENDITURES</u>	0	2/16		
38	IDAHO POWER CO	02232016I		<u>ELECTRIC SERVICE FOR FEBRUARY 2016 - P.I</u>	02/23/2016	1,024.49	.00	<u>25-6290 UTILITIES EXPENSE</u>	0	2/16		
Total 02232016I:						37,186.65	.00					
Total IDAHO POWER CO:						37,186.65	.00					
IDAHO SAND & GRAVEL												
418	IDAHO SAND & GRAVEL	3978366		<u>WASHED 3/4 IN ROCK FOR ARBOR RIDGE PARK, B WITHROW, PARKS, FEB 16</u>	02/12/2016	1,451.92	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1016	2/16		
Total 3978366:						1,451.92	.00					
Total IDAHO SAND & GRAVEL:						1,451.92	.00					

IDAHO TRACTOR INC

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
				FOR WEBSITE, P&Z, FEB 16	02/14/2016	22.88	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	2/16		
1595	INTEGRINET SOLUTIONS, INC.	89997		PERFORMED PRO ACTION MONTHLY MAINTENANCE. CONTACTED STATE OF IDAHO FOR WEBSITE. WATER. FEB 16	02/14/2016	59.49	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	2/16		
1595	INTEGRINET SOLUTIONS, INC.	89997		PERFORMED PRO ACTION MONTHLY MAINTENANCE. CONTACTED STATE OF IDAHO FOR WEBSITE. SEWER. FEB 16	02/14/2016	59.49	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	2/16		
1595	INTEGRINET SOLUTIONS, INC.	89997		PERFORMED PRO ACTION MONTHLY MAINTENANCE. CONTACTED STATE OF IDAHO FOR WEBSITE. PI. FEB 16	02/14/2016	22.88	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	2/16		
Total 89997:						228.80	.00					
Total INTEGRINET SOLUTIONS, INC.:						1,269.20	.00					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	482135196011		NATUAL GAS CONSUMPTION. SENIOR CTR. 1-13-16 TO 02-09-16. SENIOR CENTER. JAN 16	02/10/2016	379.66	.00	01-6290 UTILITIES	1001	1/16		
Total 48213519601131602091:						379.66	.00					
37	INTERMOUNTAIN GAS CO	482537058013		NATUAL GAS CONSUMPTION CITY HALL. 01-13-16 TO 02-09-16. JAN 16. ADMIN	02/10/2016	61.94	.00	01-6290 UTILITIES	0	1/16		
37	INTERMOUNTAIN GAS CO	482537058013		NATUAL GAS CONSUMPTION CITY HALL. 01-13-16 TO 02-09-16. JAN 16. P&Z	02/10/2016	22.13	.00	01-6290 UTILITIES	1003	1/16		
37	INTERMOUNTAIN GAS CO	482537058013		NATUAL GAS CONSUMPTION CITY HALL. 01-13-16 TO 02-09-16. JAN 16. WATER	02/10/2016	57.53	.00	20-6290 UTILITIES EXPENSE	0	1/16		
37	INTERMOUNTAIN GAS CO	482537058013		NATUAL GAS CONSUMPTION CITY HALL. 01-13-16 TO 02-09-16. JAN 16. SEWER	02/10/2016	57.53	.00	21-6290 UTILITIES EXPENSE	0	1/16		

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37	INTERMOUNTAIN GAS CO	482537058013		<u>NATUAL GAS CONSUMPTION CITY HALL, 01-13-16 TO 02-09-16, JAN 16, PI</u>	02/10/2016	22.13	.00	25-6290 UTILITIES EXPENSE	0	1/16		
Total 48253705801311602091:						221.26	.00					
Total INTERMOUNTAIN GAS CO:						600.92	.00					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	02052016-021		<u>SANITATION RECEIPT TRANSFER 02/05/16-02/11/16</u>	02/12/2016	36,760.34	36,760.34	26-7000 SOLID WASTE SERVICE FEES	0	2/16	02/12/2016	
230	J & M SANITATION, INC.	02052016-021		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEE, 02/05/16-02/11/16</u>	02/12/2016	-3,631.92	-3,631.92	01-4170 FRANCHISE FEES	0	2/16	02/12/2016	
Total 02052016-02112016:						33,128.42	33,128.42					
230	J & M SANITATION, INC.	02122016-021		<u>SANITATION RECEIPT TRANSFER 02-12-16 TO 02-18-16, FEB 16</u>	02/19/2016	53,803.82	53,803.82	26-7000 SOLID WASTE SERVICE FEES	0	2/16	02/19/2016	
230	J & M SANITATION, INC.	02122016-021		<u>SANITATION RECEIPT TRANSFER LESS TRANSFER FEE, 02-12-16 TO 02-18-16, FEB 16</u>	02/19/2016	-5,315.81	-5,315.81	01-4170 FRANCHISE FEES	0	2/16	02/19/2016	
Total 02122016-02182016:						48,488.01	48,488.01					
Total J & M SANITATION, INC.:						81,616.43	81,616.43					
KUNA LUMBER												
499	KUNA LUMBER	A80049	3800	<u>2 BAGS OF CONCRETE, PROSPECTOR PI. REPLACE CHAIN AT MIDDLE SCHOOL THAT WE HAD TO MOVE, J.WEBB, P.I, FEB '16</u>	02/03/2016	22.46	.00	25-6020 CAPITAL IMPROVEMENTS	1056	2/16		

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Total A80049:						22.46	.00					
Total KUNA LUMBER:						22.46	.00					
KUNA TRUE VALUE HARDWARE												
43	KUNA TRUE VALUE HARDWARE	147806	3786	MISC PARTS FOR BUTLER WELL PROJECT. FUEL TANK REMOVED. DUCT TAPE, CABLE CLAMPS AND GUIDE, 24 DRY BOLTS AND NUTS, GLUE, NAIL ADAPTER, PVC CONDUIT, J.WEBB, WATER, JAN.'16	01/27/2016	36.20	.00	20-6020 CAPITAL IMPROVEMENTS	1038	1/16		
Total 147806:						36.20	.00					
43	KUNA TRUE VALUE HARDWARE	147824	3791	PVC CONDUIT, TRUCK HITCH PIN, 10 FT CONDUIT, BLOWER PROJECT AND LAGOONS, FARM, JAN.'16	01/28/2016	8.56	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	1/16		
43	KUNA TRUE VALUE HARDWARE	147824	3791	4 STRAP HINGES, LAG BOLT ANCHORS, LAG BOLTS, SCREWS, NUTS, QUICK LINK TO REPAIR LIDS AT HUBBARD LIFT STATION, SEWER, JAN.'16	01/28/2016	77.85	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	1/16		
Total 147824:						86.41	.00					
43	KUNA TRUE VALUE HARDWARE	148611	3811	8 QTS PAINT FOR TOYS IN PARK, 3 CNS PRIMER, MIXING CUPS, BERNIE FISHER PARK, J.CRUMPTON, FEB.'16	02/18/2016	89.37	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	2/16		
43	KUNA TRUE VALUE HARDWARE	148611	3811	BROOM, FLOOR SCRAPER, TOILET BRUSH, WIRE BRUSH, POLE FOR SCRAPER, J.CRUMPTON, FEB.'16	02/18/2016	51.95	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	2/16		
43	KUNA TRUE VALUE HARDWARE	148611	3811	TRASH CAN, CAT 5 CABLE, SCREWS TO MOUNT TP HOLDERS IN BERNIE FISHER PARK, J.CRUMPTON, FEB.'16	02/18/2016	32.38	.00	01-6140 MAINT. & REPAIR BUILDING	1004	2/16		

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
43	KUNA TRUE VALUE HARDWARE	148611	3811	<u>PINS TO HOLD BACKHOE BUCKET PIN IN PLACE. J.CRUMPTON, FEB.'16</u>	02/18/2016	7.56	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	2/16		
Total 148611:						181.26	.00					
Total KUNA TRUE VALUE HARDWARE:						303.87	.00					
NEW YORK IRRIGATION DISTRICT												
83	NEW YORK IRRIGATION DISTRICT	02172016N		<u>IRRIGATION WATER COSTS. 2ND PAYMENT - P.]</u>	02/17/2016	15,176.61	.00	<u>25-6116 IRRIGATION / WATER COSTS</u>	0	2/16		
Total 02172016N:						15,176.61	.00					
Total NEW YORK IRRIGATION DISTRICT:						15,176.61	.00					
PARTS, INC.												
470	PARTS, INC.	103395		<u>1 TOW STRAP FOR TOWING EQUIPMENT, B.GILLOGLY, FEB.'16 - ADMIN</u>	02/08/2016	1.80	.00	<u>01-6175 SMALL TOOLS</u>	0	2/16		
470	PARTS, INC.	103395		<u>1 TOW STRAP FOR TOWING EQUIPMENT, B.GILLOGLY, FEB.'16 - P & Z</u>	02/08/2016	4.50	.00	<u>01-6175 SMALL TOOLS</u>	1003	2/16		
470	PARTS, INC.	103395		<u>1 TOW STRAP FOR TOWING EQUIPMENT, B.GILLOGLY, FEB.'16 - PARKS</u>	02/08/2016	9.89	.00	<u>01-6175 SMALL TOOLS</u>	1004	2/16		
470	PARTS, INC.	103395		<u>1 TOW STRAP FOR TOWING EQUIPMENT, B.GILLOGLY, FEB.'16 - WATER</u>	02/08/2016	.72	.00	<u>20-6175 SMALL TOOLS</u>	0	2/16		
470	PARTS, INC.	103395		<u>1 TOW STRAP FOR TOWING EQUIPMENT, B.GILLOGLY, FEB.'16 - SEWER</u>	02/08/2016	.72	.00	<u>21-6175 SMALL TOOLS</u>	0	2/16		
470	PARTS, INC.	103395		<u>1 TOW STRAP FOR TOWING EQUIPMENT, B.GILLOGLY, FEB.'16 - P.]</u>	02/08/2016	.36	.00	<u>25-6175 SMALL TOOLS</u>	0	2/16		

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 103395:						17.99	.00					
470	PARTS, INC.	104079	3831	<u>FUEL LINE SEPARATOR, USED ON THE BLACK CITY CAR, B.GILLOGLY, FEB.'16 - ADMIN</u>	02/18/2016	2.20	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	2/16		
470	PARTS, INC.	104079	3831	<u>FUEL LINE SEPARATOR, USED ON THE BLACK CITY CAR, B.GILLOGLY, FEB.'16 - P & Z</u>	02/18/2016	.88	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1003	2/16		
470	PARTS, INC.	104079	3831	<u>FUEL LINE SEPARATOR, USED ON THE BLACK CITY CAR, B.GILLOGLY, FEB.'16 - PARKS</u>	02/18/2016	4.83	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	2/16		
470	PARTS, INC.	104079	3831	<u>FUEL LINE SEPARATOR, USED ON THE BLACK CITY CAR, B.GILLOGLY, FEB.'16 - WATER</u>	02/18/2016	.35	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	2/16		
470	PARTS, INC.	104079	3831	<u>FUEL LINE SEPARATOR, USED ON THE BLACK CITY CAR, B.GILLOGLY, FEB.'16 - SEWER</u>	02/18/2016	.35	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	2/16		
470	PARTS, INC.	104079	3831	<u>FUEL LINE SEPARATOR, USED ON THE BLACK CITY CAR, B.GILLOGLY, FEB.'16 - P.I</u>	02/18/2016	.18	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	2/16		
Total 104079:						8.79	.00					
470	PARTS, INC.	104090	3834	<u>WATER PUMP TRUCK #9, B.GILLOGLY, PARKS, FEB.'16</u>	02/18/2016	37.89	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	2/16		
Total 104090:						37.89	.00					
470	PARTS, INC.	104178	3837	<u>RADIATOR FOR TRUCK #9, AND 2 GAL. ANTIFREEZE, B.GILLOGLY, PARKS, FEB.'16</u>	02/19/2016	140.14	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	2/16		
Total 104178:						140.14	.00					
470	PARTS, INC.	104339	3838	<u>FUEL PUMP FOR VEHICLE #71, BLACK CITY CAR, B. GILLOGLY, FEB.'16</u>	02/22/2016	202.45	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	2/16		

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
				JAN.'16	01/30/2016	7.75	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	2/16		
893	RENTAL CONNECTION	38930		REFUND/CREDIT, OVERPAYMENT ON INVOICE #38155, FEB.'16	01/30/2016	-.90	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	2/16		
Total 38930:						6.85	.00					
Total RENTAL CONNECTION:						6.85	.00					
REXEL, INC.												
1613	REXEL, INC.	1712382		1 EA LED REPLACEMENT FIXTURE, B.BACHMAN, FEB.'16 - STREET LIGHTS	02/03/2016	164.89	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1002	2/16		
1613	REXEL, INC.	1712382		1 EA LED REPLACEMENT FIXTURE, B.BACHMAN, FEB.'16 - STREET LIGHTS	02/03/2016	164.89	.00	40-6020 CAPITAL IMPROVEMENTS	1008	2/16		
Total 1712382:						329.78	.00					
Total REXEL, INC.:						329.78	.00					
ST. LUKE'S REGIONAL MEDICAL CENTER												
1441	ST. LUKE'S REGIONAL MEDICAL CENTER	413420288		DRUG SCREEN, NEW EMPLOYEE, M.ECHOLS, ADMIN, FEB.'16	02/09/2016	40.00	.00	01-6202 PROFESSIONAL SERVICES	0	2/16		
Total 413420288:						40.00	.00					
Total ST. LUKE'S REGIONAL MEDICAL CENTER:						40.00	.00					
STAPLES ADVANTAGE												
1292	STAPLES ADVANTAGE	3292531592	3802	1 CASE, 24 COUNT KLEENEX, ADMIN, FEB 16	02/06/2016	54.78	.00	01-6165 OFFICE SUPPLIES	0	2/16		
1292	STAPLES ADVANTAGE	3292531592	3802	1 LOGITECH WIRELESS MOUSE, M.BORZICK, FEB 16	02/06/2016	10.62	.00	01-6165 OFFICE SUPPLIES	1003	2/16		

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
1292	STAPLES ADVANTAGE	3292531592	3802	1 LOGITECH WIRELESS MOUSE, M.BORZICK, FEB 16- WATER	02/06/2016	14.02	.00	20-6165 OFFICE SUPPLIES	0	2/16		
1292	STAPLES ADVANTAGE	3292531592	3802	1 LOGITECH WIRELESS MOUSE, M.BORZICK, FEB 16- SEWER	02/06/2016	14.02	.00	21-6165 OFFICE SUPPLIES	0	2/16		
1292	STAPLES ADVANTAGE	3292531592	3802	1 LOGITECH WIRELESS MOUSE, M.BORZICK, FEB 16- P.I	02/06/2016	3.83	.00	25-6165 OFFICE SUPPLIES	0	2/16		
Total 3292531592:						97.27	.00					
1292	STAPLES ADVANTAGE	329382733	3819	5 EA. 4"- 3 RING BINDERS, 2 AVERY DIVIDER SETS, 3 TRIANGLE ENGINEER SCALES, T.SHAFFER, SEWER, FEB 16	02/13/2016	119.52	.00	21-6165 OFFICE SUPPLIES	0	2/16		
1292	STAPLES ADVANTAGE	329382733	3819	DURACEL "N" BATTERY, 1.5V, 2/PK, J.MARSH, FEB.'16	02/13/2016	1.95	.00	01-6165 OFFICE SUPPLIES	0	2/16		
1292	STAPLES ADVANTAGE	329382733	3819	DURACEL "N" BATTERY, 1.5V, 2/PK, J.MARSH, FEB.'16	02/13/2016	2.56	.00	20-6165 OFFICE SUPPLIES	0	2/16		
1292	STAPLES ADVANTAGE	329382733	3819	DURACEL "N" BATTERY, 1.5V, 2/PK, J.MARSH, FEB.'16	02/13/2016	2.56	.00	21-6165 OFFICE SUPPLIES	0	2/16		
1292	STAPLES ADVANTAGE	329382733	3819	DURACEL "N" BATTERY, 1.5V, 2/PK, J.MARSH, FEB.'16	02/13/2016	.70	.00	25-6165 OFFICE SUPPLIES	0	2/16		
1292	STAPLES ADVANTAGE	329382733	3819	2 DOZ. BANKERS BOXES FOR RECORDS STORING, K.JENSEN, FEB.'16	02/13/2016	11.91	.00	01-6165 OFFICE SUPPLIES	0	2/16		
1292	STAPLES ADVANTAGE	329382733	3819	2 DOZ. BANKERS BOXES FOR RECORDS STORING, K.JENSEN, FEB.'16	02/13/2016	15.71	.00	20-6165 OFFICE SUPPLIES	0	2/16		
1292	STAPLES ADVANTAGE	329382733	3819	2 DOZ. BANKERS BOXES FOR RECORDS STORING, K.JENSEN, FEB.'16	02/13/2016	15.71	.00	21-6165 OFFICE SUPPLIES	0	2/16		
1292	STAPLES ADVANTAGE	329382733	3819	2 DOZ. BANKERS BOXES FOR RECORDS STORING, K.JENSEN, FEB.'16	02/13/2016	4.29	.00	25-6165 OFFICE SUPPLIES	0	2/16		

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
1292	STAPLES ADVANTAGE	329382733	3819	<u>1 BX FINE POINT SHARPIE PENS. D.CROSSLEY, NWWTP, FEB 16</u>	02/13/2016	2.19	.00	20-6165 OFFICE SUPPLIES	0	2/16		
1292	STAPLES ADVANTAGE	329382733	3819	<u>1 BX FINE POINT SHARPIE PENS. NWWTP, FEB 16</u>	02/13/2016	2.19	.00	21-6165 OFFICE SUPPLIES	0	2/16		
1292	STAPLES ADVANTAGE	329382733	3819	<u>1 BX FINE POINT SHARPIE PENS. NWWTP, FEB 16</u>	02/13/2016	.84	.00	25-6165 OFFICE SUPPLIES	0	2/16		
Total 329382733:						180.13	.00					
Total STAPLES ADVANTAGE:						277.40	.00					
TIM GORDON												
997	TIM GORDON	MARCH 2016		<u>CITY HALL RENT, ADMIN, MARCH 16</u>	02/22/2016	1,308.89	.00	01-6211 RENT-BUILDINGS & LAND	0	3/16		
997	TIM GORDON	MARCH 2016		<u>CITY HALL RENT, P&Z, MARCH 16</u>	02/22/2016	467.46	.00	01-6211 RENT-BUILDINGS & LAND	1003	3/16		
997	TIM GORDON	MARCH 2016		<u>CITY HALL RENT, WATER, MARCH 16</u>	02/22/2016	1,215.40	.00	20-6211 RENT-BUILDINGS & LAND	0	3/16		
997	TIM GORDON	MARCH 2016		<u>CITY HALL RENT, SEWER, MARCH 16</u>	02/22/2016	1,215.40	.00	21-6211 RENT - BUILDINGS & LAND	0	3/16		
997	TIM GORDON	MARCH 2016		<u>CITY HALL RENT, PI, MARCH 16</u>	02/22/2016	467.48	.00	25-6211 RENT - BUILDINGS & LAND	0	3/16		
Total MARCH 2016:						4,674.63	.00					
Total TIM GORDON:						4,674.63	.00					
ULTIMATE HEATING & AIR, INC.												
1538	ULTIMATE HEATING & AIR, INC.	71846		<u>INSTALLATION OF 3 THERMOSTATS, INSTALLATION OF 2 WIRED WALL SENSORS, REPLACEMENTS DUE TO POWER SURGE, B.BACHMAN, FEB.'16 - SENIOR CENTER</u>	02/19/2016	1,195.00	.00	01-6140 MAINT. & REPAIR BUILDING	1001	2/16		

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 71846:						1,195.00	.00					
Total ULTIMATE HEATING & AIR, INC.:						1,195.00	.00					
WATER DEPOSIT REFUNDS #10												
1776	WATER DEPOSIT REFUNDS #10	121950.01		<u>PIONEER TITLE, 1711 W BOISE ST-KUNA, REFUNDING \$100 DEPOSIT, NOT REQUIRED ON NEW ACCOUNT/BARE LAND</u>	02/09/2016	100.00	.00	<u>20-2200 WATER DEPOSITS HELD</u>	0	2/16		
Total 121950.01:						100.00	.00					
1776	WATER DEPOSIT REFUNDS #10	171020.01		<u>CBH, 712 S CUPRUM AVE, WATER OVERPAYMENT</u>	02/18/2016	72.63	.00	<u>99-1075 Utility Cash Clearing</u>	0	2/16		
Total 171020.01:						72.63	.00					
1776	WATER DEPOSIT REFUNDS #10	190245.01		<u>STEVEN A BUCHARD, 324 W TROPHY ST, WATER OVERPAYMENT</u>	02/22/2016	50.21	.00	<u>99-1075 Utility Cash Clearing</u>	0	2/16		
Total 190245.01:						50.21	.00					
1776	WATER DEPOSIT REFUNDS #10	191200.01		<u>IDAHO CENTRAL CREDIT UNION, 1385 E DEER FLAT RD, WATER OVERPAYMENT</u>	02/10/2016	35.16	.00	<u>99-1075 Utility Cash Clearing</u>	0	2/16		
Total 191200.01:						35.16	.00					
1776	WATER DEPOSIT REFUNDS #10	250540.02		<u>WENDY PUNKONEY, 1035 S RULER AVE, WATER OVERPAYMENT</u>	02/22/2016	3.80	.00	<u>99-1075 Utility Cash Clearing</u>	0	2/16		
Total 250540.02:						3.80	.00					
1776	WATER DEPOSIT REFUNDS #10	264010.01		<u>CBH, 2324 W GAINSBORO DR, WATER OVERPAYMENT</u>	02/11/2016	68.21	.00	<u>99-1075 Utility Cash Clearing</u>	0	2/16		

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 264010.01:						68.21	.00					
1776	WATER DEPOSIT REFUNDS #10	264690.02		<u>DAVID COPELAND, 2054 N VAN DYKE AVE, WATER OVERPAYMENT</u>	02/22/2016	89.80	.00	99-1075 Utility Cash Clearing	0	2/16		
Total 264690.02:						89.80	.00					
1776	WATER DEPOSIT REFUNDS #10	269502.01		<u>WESTPARK CO INC., CRIMSON NORTH 3 PROJECT, W ARDELL RD, WATER OVERPAYMENT</u>	02/10/2016	65.88	.00	99-1075 Utility Cash Clearing	0	2/16		
Total 269502.01:						65.88	.00					
1776	WATER DEPOSIT REFUNDS #10	274250.02		<u>CASEY J ADAMS, 368 W HORSECHESTNUT WAY, WATER OVERPAYMENT</u>	02/22/2016	81.26	.00	99-1075 Utility Cash Clearing	0	2/16		
Total 274250.02:						81.26	.00					
1776	WATER DEPOSIT REFUNDS #10	276000.01		<u>BARTON COREY, C/O ARBOR RIDGE HOA, N LINDER RD, ARBOR 2 PROJECT, WATER OVERPAYMENT</u>	02/10/2016	148.36	.00	99-1075 Utility Cash Clearing	0	2/16		
Total 276000.01:						148.36	.00					
1776	WATER DEPOSIT REFUNDS #10	278054.01		<u>CBH, 8863 S PINOVA AVE, WATER OVERPAYMENT</u>	02/18/2016	27.92	.00	99-1075 Utility Cash Clearing	0	2/16		
Total 278054.01:						27.92	.00					
1776	WATER DEPOSIT REFUNDS #10	300260.02		<u>STEPHANIE JAN HILL, 1010 E MYSTERY DR, WATER OVERPAYMENT</u>	02/18/2016	11.36	.00	99-1075 Utility Cash Clearing	0	2/16		
Total 300260.02:						11.36	.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
1776	WATER DEPOSIT REFUNDS #10	310003.01		<u>COLEMAN HOMES, 9271 S MACADAN WAY, WATER OVERPAYMENT</u>	02/18/2016	69.49	.00	99-1075 Utility Cash Clearing	0	2/16		
Total 310003.01:						69.49	.00					
Total WATER DEPOSIT REFUNDS #10:						824.08	.00					
WESTERN PLANNING RESOURCES												
1625	WESTERN PLANNING RESOURCES	0205-2016.S65		<u>DIGITAL COPY OF THE WESTERN PLANNER, 1 YEAR SUBSCRIPTON RENEWAL, W.HOWELL, FEB.'16</u>	02/05/2016	15.00	.00	01-6075 DUES & MEMBERSHIPS	1003	2/16		
Total 0205-2016.S65:						15.00	.00					
Total WESTERN PLANNING RESOURCES:						15.00	.00					
WESTERN RECORDS DESTRUCTION, INC.												
1633	WESTERN RECORDS DESTRUCTION, INC.	0304790		<u>RECORDS DESTRUCTION, 01/01/16-01/31/16 - ADMIN</u>	02/01/2016	7.00	.00	01-6052 CONTRACT SERVICES	0	1/16		
1633	WESTERN RECORDS DESTRUCTION, INC.	0304790		<u>RECORDS DESTRUCTION, 01/01/16-01/31/16 - P & Z</u>	02/01/2016	2.25	.00	01-6052 CONTRACT SERVICES	1003	1/16		
1633	WESTERN RECORDS DESTRUCTION, INC.	0304790		<u>RECORDS DESTRUCTION, 01/01/16-01/31/16 - WATER</u>	02/01/2016	6.63	.00	20-6052 CONTRACT SERVICES	0	1/16		
1633	WESTERN RECORDS DESTRUCTION, INC.	0304790		<u>RECORDS DESTRUCTION, 01/01/16-01/31/16 - SEWER</u>	02/01/2016	6.63	.00	21-6052 CONTRACT SERVICES	0	1/16		
1633	WESTERN RECORDS DESTRUCTION, INC.	0304790		<u>RECORDS DESTRUCTION, 01/01/16-01/31/16 - P.I</u>	02/01/2016	2.49	.00	25-6052 CONTRACT SERVICES	0	2/16		
Total 0304790:						25.00	.00					
Total WESTERN RECORDS DESTRUCTION, INC.:						25.00	.00					

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 2/12/2016-2/25/2016

Page: 23
Feb 25, 2016 11:50AM

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
ZAMZOWS												
66	ZAMZOWS	1019762	3829	<u>2.5 GAL THRIVE PLANT/TREE ROOT ENHANCER, J CRUMPTON, PARKS, FEB.'16</u>	02/18/2016	46.99	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	2/16		
Total 1019762:						46.99	.00					
Total ZAMZOWS:						46.99	.00					
Grand Totals:						295,014.86	81,616.43					

Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

Report Criteria:

- Detail report.
- Invoices with totals above \$0.00 included.
- Paid and unpaid invoices included.



CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
www.cityofkuna.com

GORDON N. LAW
CITY ENGINEER

Telephone (208) 287-1727; Fax (208) 287-1731
Email: glaw@cityofkuna.com

MEMORANDUM

TO: Mayor Stear and Members of City Council

FROM: Gordon N. Law
Kuna City Engineer

RE: Agreements Signed by City Engineer

DATE: February 25, 2016

REQUEST: Pursuant to Council Resolutions R07-2016 and R08-2016, the following agreements have been signed by the City Engineer

1. Consent to Use. Contract No. 6-07-11-L3641, Pressure Irrigation Water Pipeline Crossing, Ramsey Lateral, SW1/4NE1/4, Sec. 23, T2N, R1W, B.M. (Intersection of Boise and Goiri Streets)
2. Fifth Addendum to Master License Agreement for a Municipal Pressure Irrigation System Within the Public Rights-of-Way Between the City of Kuna, Idaho and Ada County Highway District. (Memory Ranch Subdivision No. 1-Ten Mile Road: From Mason Creek Street to Lake Hazel Road)

**RESOLUTION NO. R17-2016
CITY OF KUNA, IDAHO**

Fair Housing Resolution

LET IT BE KNOWN TO ALL PERSONS OF the City of Kuna that discrimination on the basis of race, color, religion, gender or national origin in the sale, rental, leasing or financing of housing or land to be used for construction of housing or in the provision of brokerage services is prohibited by Title VIII of the 1968 Civil Rights Act (Federal Fair Housing Law).

It is the policy of the City of Kuna to encourage equal opportunity in housing for all persons regardless of race, color, religion, gender or national origin. The Fair Housing Amendments Act of 1988 expands coverage to include disabled persons and families with children. Therefore, the City of Kuna does hereby pass the following Resolution.

BE IT RESOLVED that within available resources the City of Kuna will assist all persons who feel they have been discriminated against because of race, color, religion, gender, national origin, disability or familial status to seek equity under federal and state laws by referring them to the U.S. Department of Housing and Urban Development, Office of Fair Housing and Equal Opportunity, Compliance Division.

BE IT FURTHER RESOLVED that the City of Kuna shall publicize this Resolution and through this publicity shall encourage owners of real estate, developers, and builders to become aware of their respective responsibilities and rights under the Federal Fair Housing Law and amendments and any applicable state or local laws or ordinances.

SAID PROGRAM will at a minimum include: 1) publicizing this resolution; 2) posting applicable fair housing information in prominent public areas; 3) providing fair housing information to the public; 4) preparing a fair housing assessment; and 5) declaring April as Fair Housing Month.

This Resolution shall take effect and be in force from and after its passage and approval.

PASSED BY THE COUNCIL of Kuna this 1st day of March, 2016.

APPROVED BY THE MAYOR of Kuna this 1st day of March, 2016.

Joe L. Stear, Mayor

ATTEST: _____
Chris Engels, City Clerk



CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
www.kunacity.id.gov
Phone: (208) 577-8794
Fax: (208) 922-5816
Email: bbachman@cityofkuna.com

Bob Bachman, BOC 1, IBC
Facilities Director
City of Kuna

MEMO

Date: February 23, 2016
From: Bob Bachman, Facilities Director
To: City Council
RE: Purchase Request - Trencher

Purchase request for trencher: \$9,500 was approved in the 2016 budget for the purchase of a trencher for the Parks Department. We received two bids on the trencher:

- Bobcat, H&E Equipment: \$7,792.64 with carbide tooth
- Bradco 625 trencher, Cesco Equipment: \$6,211 with frost tooth

Although the bid is higher, we are requesting to purchase the Bobcat trencher because it would come with Carbide cutting teeth. Carbide teeth are essential for the work that it will be doing and the soil conditions that we often face in Kuna. This would still keep us under the budgeted amount of \$9,500, saving the city approximately \$1,700.

**RESOLUTION NO. R18-2016
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE CITY OF KUNA, IDAHO'S FLEET MANAGER, BOB BACHMAN TO NEGOTIATE THE PURCHASE OF A TRENCHER FOR THE CITY'S BOBCAT SKID STEER FROM H&E EQUIPMENT FOR \$7,792.22; AUTHORIZING THE CITY OF KUNA, IDAHO'S TREASURER, JOHN MARSH TO PAY THE INVOICE FOR THE TRENCHER FOR THE CITY'S BOBCAT SKID STEER IN THE AMOUNT OF \$7,792.22; AND AUTHORIZING THE MAYOR TO EXECUTE THE PURCHASE AGREEMENT.

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

Section 1. The City of Kuna, Idaho's Fleet Manager, Bob Bachman is authorized to negotiate the purchase of a trencher for the City's Bobcat Skid Steer, as per the Memorandum from Bob Bachman, including the two (2) bids, of which said documents are attached hereto and made a part hereof.

Section 2. The City of Kuna, Idaho's Treasurer, John Marsh is authorized to pay the invoice in the amount of \$7,792.22, as approved in the 2015-2016 Budget for the City of Kuna, Idaho.

Section 3. The Mayor of the City of Kuna, Idaho is hereby authorized to execute the Purchase Agreement, and the City Clerk is hereby authorized to attest to said execution as so authorize and approved for on behalf of the City of Kuna, Idaho.

PASSED BY THE COUNCIL of Kuna, Idaho this 1st day of March 2016.

APPROVED BY THE MAYOR of Kuna, Idaho this 1st day of March 2016.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk



Product Quotation

Quotation Number: 2535E025366
Date: 2016-02-10 11:05:07

Ship to	Bobcat Dealer	Bill To
City of Kuna 329 W. 3rd St P.O. Box 13 Kuna, ID 83634 Phone: (208) 880-4397 Fax: (208) 922-5816	H&E Equipment Services L.L.C.,Boise,ID 7489 FEDERAL WAY BOISE ID 83716 Phone: (208) 388-3323 Fax: (208) 388-3324 ----- Contact: Michael Pitts Phone: 2083583323 Cellular: 2082581122 E Mail: mpitts@he-equipment.com	City of Kuna 329 W. 3rd St P.O. Box 13 Kuna, ID 83634 Phone: (208) 880-4397 Fax: (208) 922-5816

Description	Part No	Qty	Price Ea.	Total
LT313 Trencher	M7015	1	\$3,969.91	\$3,969.91
--- CHAIN 4FT DS CC/6IN	M7015-R01-C09	1	\$1,575.32	\$1,575.32
--- Carbide Tooth Kit	6809387	1	\$2,247.41	\$2,247.41
Total of Items Quoted				\$7,792.64
Quote Total - US dollars				\$7,792.64

Notes:

All prices subject to change without prior notice or obligation. This price quote supersedes all preceding price quotes. Customer must exercise his purchase option within 30 days from quote date.

Customer Acceptance: Purchase Order: _____

Authorized Signature:

Print: _____ **Sign:** _____ **Date:** _____



TRENCHERS



Paladin Attachments is your single source for high quality attachments for skid steers, compact tool carriers, and excavators used for vegetation/land management, landscaping, soil preparation, material handling, and construction.



Bradco Trenchers, by Paladin, can mount to skid-steer loaders, compact skid-steer loaders and 3-point PTO HP hydrostatic tractors. Several boom lengths are available to match your job's specifications.

- Standard flow and high flow options available
- Choose from various chain and teeth assemblies

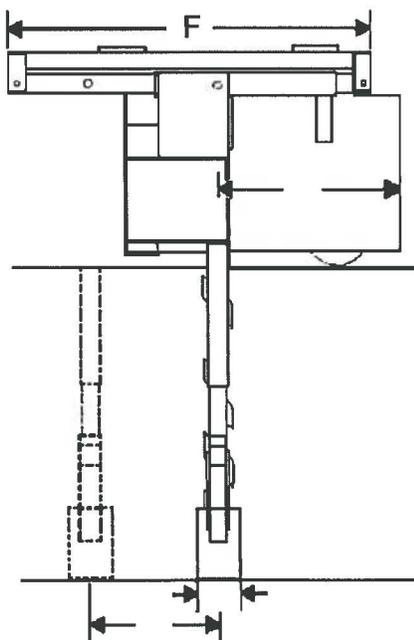
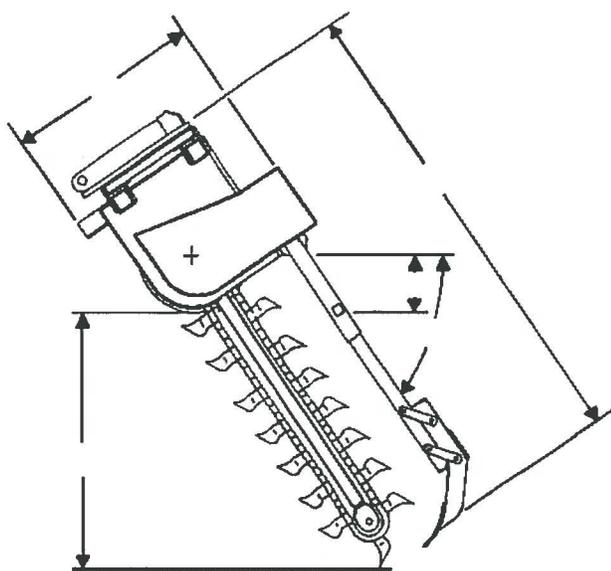


625 Trencher Specifications				
Boom Size	30"	36"	42"	48"
A. Trench Depth with Auger at 65° Digging Angle	30"	36"	42"	48"
B. Chain Widths	6", 8", 10", 12"	6", 8", 10"	6", 8", 10"	6", 8"
C. Recommended Trenching Angle	65°	65°	65°	65°
D. Headshaft Height (Auger Touching Ground)	8"	8"	8"	8"
E. Overall Length	66"	73"	79"	86"
F. Overall Width	53"	53"	53"	53"
G. Overall Height	32"	32"	32"	32"
H. Spoil Discharge Reach	18"	18"	18"	18"
S. Side Shift, Right of Center	17"	17"	17"	17"
Hydraulic System				
GPM Requirements	Min 14 / Max 22			
Operating Pressure	2000 to 3000 PSI			

625 TRENCHER

Bradco 625 Trenchers feature fixed length booms with spring-loaded, self adjusting idler with full rock guards.

- 30", 36, 42" & 48" digging depth available to fit most applications
- Heavy-duty boom & crumber with replaceable wear strips
- Allows tight fit with single side spoil augering
- Replaces dedicated machines at a fraction of the cost
- Several tooth options available
 - cup
 - shark
 - rock & frost
- 50,000 lb 2" anti-back flex-chain for tooth pattern versatility to support many soil types and conditions
- Two position manual side shift mounting with optional infinite position using hydraulic side shift cylinder assembly
- 2 year limited warranty



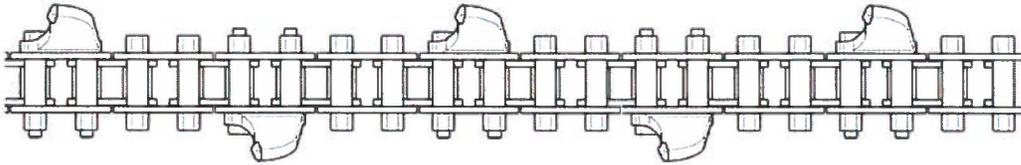
TRENCHERS

CHAIN OPTIONS

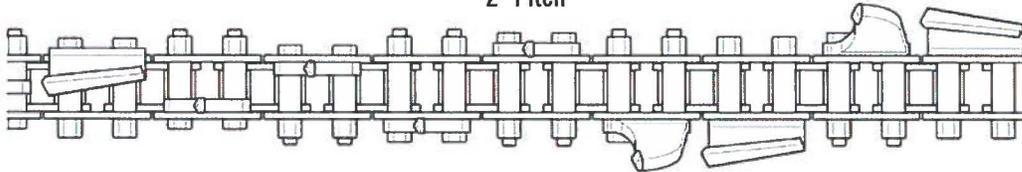
Trencher Chain & Teeth Assemblies

Chain Widths

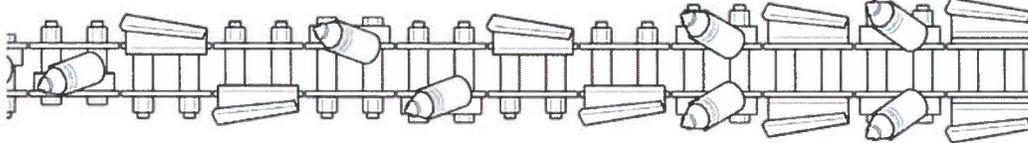
Full Shark Tooth Chain (100% shark teeth)



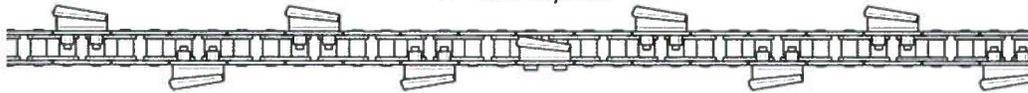
70/30 Combination Chain (aggressive shark style/cup teeth)
2" Pitch



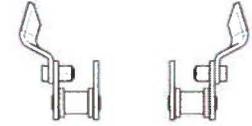
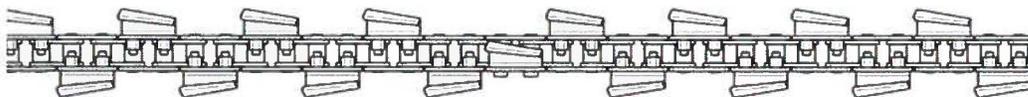
50/50 Rock & Frost Chain
2" Pitch



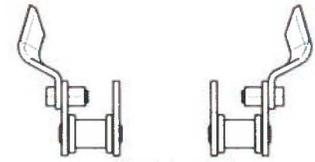
Tooth Every Other Station (TEOS)
2" Pitch 50,000#



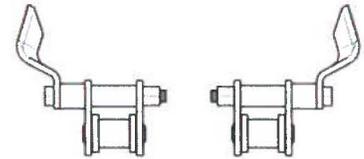
Tooth Every Station (TES)
2" Pitch 50,000#



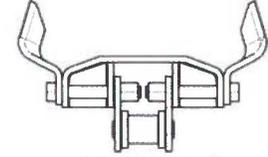
4" wide chain



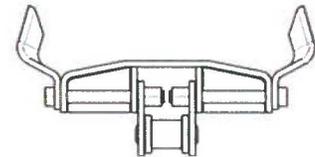
6" wide chain



8" wide chain



10" wide chain



12" wide chain

*When work needs to get done you need to be able to depend on your equipment.
Our material handling attachments are designed for maximum reliability,
durability, and productivity.*

Subject to change without notice.

Bradco Trenchers 1014-1 © 2014 Paladin Powerful Attachment Tools



City of Kuna
 State of Idaho
Proclamation

A Purple Heart City

WHEREAS, the people of the City of Kuna have great admiration and the utmost gratitude for all the men and women who have selflessly served their country and this community in the Armed Forces; and

WHEREAS, veterans have paid the high price of freedom by leaving their families and communities and placing themselves in harm's way for the good of all; and

WHEREAS, the contributions and sacrifices of the men and women from the City of Kuna who served in the Armed Forces have been vital in maintaining the freedoms and way of life enjoyed by our citizens; and

WHEREAS, many men and women in uniform have given their lives while serving in the Armed Forces; and

WHEREAS, many citizens of our community have earned the Purple Heart Medal as a result of being wounded while engaged in combat with an enemy force, construed as a singularly meritorious act of essential service; and

WHEREAS, March 1, 2016 has officially been designated as the day in the City of Kuna to remember and recognize veterans who are recipients of the Purple Heart Medal.

NO W, THEREFORE, BE IT RESOLVED that I, Joe Stear, Mayor of Kuna, Idaho, hereby proclaim the City of Kuna as a *Purple Heart City*, honoring the service and sacrifice of our nation's men and women in uniform wounded or killed by the enemy while serving to protect the freedoms enjoyed by all Americans.

IN WITNESS WHEREOF,
 I set my hand on this the 1st day of March
 in the year of two thousand and sixteen

Joe L. Stear
 Mayor of Kuna, Idaho



City of Kuna

Staff Report

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

To: Kuna City Council

Case Number(s): **15-03-AN (Annexation) and 15-03-LS (Lot Split);**
Liberty Investments/Calhoun Annexation

Location: 1425 N. School Avenue
 Kuna, Idaho 83634

Planner: Trevor Kesner, Planner II

Hearing Date: March 1, 2016

Applicant: Liberty Investments, Inc.
 C/o Logan Patten
 PO Box 412
 Kuna, Idaho 83634
logan@libinc.net

Table of Contents:

- A. Course Proceedings
- B. Applicants Request
- C. Vicinity and Aerial Maps
- D. History
- E. General Project Facts
- F. Staff Analysis
- G. Applicable Standards
- H. Comprehensive Plan Analysis
- I. Findings of Fact
- J. Conclusions of Law
- K. Decision by the Commission

A. Course of Proceedings

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

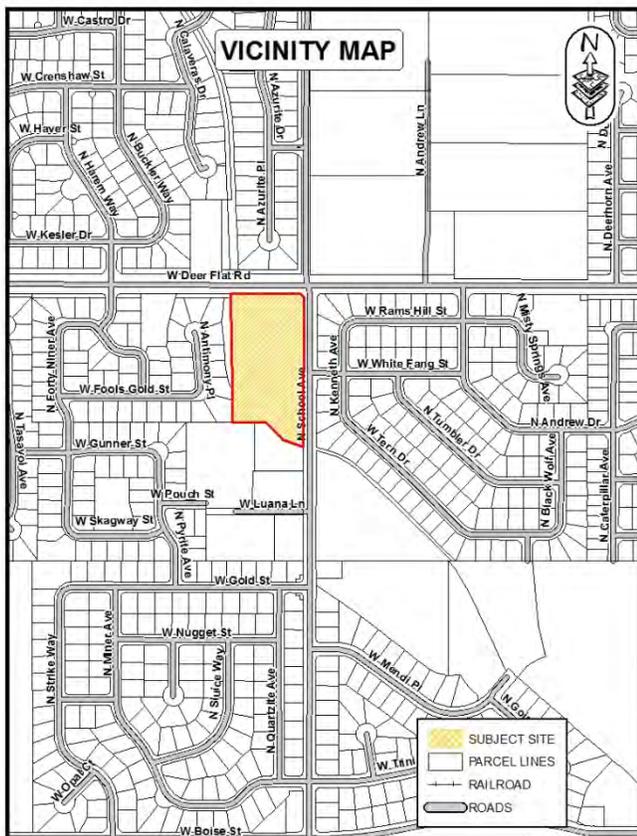
a. Notifications

- | | |
|---------------------------|---------------------------------------|
| i. Neighborhood Meeting | October 29, 2015 (3 persons attended) |
| ii. Agencies Notified | December 29, 2015 |
| iii. 300' Property Owners | February 9, 2016 |
| iv. Kuna, Melba Newspaper | February 10, 2016 |
| v. Site Posted | February 20, 2016 |

B. Applicant Request:

1. The applicant is requesting approval for Annexation of an approximately 4.65 +/- acre parcel located at 1425 N. School Avenue, into the City of Kuna with an R-6 zoning designation; and subsequently intends to split the parcel for future development.

C. Vicinity and Aerial Maps:



D. History: The parcel is contiguous to City limits and is currently zoned RUT (Rural Urban Transitional) in Ada County. A residence and three (3) accessory structures are currently situated on the southern portion of the subject parcel. The majority of the surrounding ground has historically been used for pasturing.

E. General Projects Facts:

1. **Comprehensive Plan Designation:** The Future Land Use Map identifies this site as Mixed Use, City Center. Staff views this land use request to be consistent with the approved FUTURE LAND USE map.

2. **Surrounding Land Uses:**

North	R-6	Medium-Low Density Residential
South	A/RUT	Agricultural/Rural Urban Transitional – Ada County
East	R-6	Medium-Low Density Residential
West	R-6	Medium-Low Density Residential

3. **Parcel Sizes, Current Zoning, Parcel Numbers:**

- Approx. 4.693 total acres
- RUT, Rural Urban Transitional (Ada County)
- Parcel # - S1323212406

4. **Services:**

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

5. **Existing Structures, Vegetation and Natural Features:** Currently there is a home on the existing parcel where the owner resides. There are additional outbuildings on the parcel; however, no buildings or ancillary structures are situated upon any portion of the parcel which is to be split. The site has historically been used as residential along with small-scale agricultural activities. It is anticipated that such use will continue until future development occurs on the newly created parcel.
6. **Transportation / Connectivity:** The parcel is currently improved with curb, gutter and five (5) foot sidewalk as it fronts School Avenue; however, there are no sidewalk or surface drainage improvements on the parcel as it fronts Deer Flat Road. The site currently takes access from N. School Avenue and will remain the primary access for the current owner's residence. ACHD has provided standards for future access to, and improvements required for development of the newly created parcel in their staff report (reference Exhibit B-5).
7. **Environmental Issues:** Staff is not aware of any environmental issues, health or safety conflicts resulting from this application. This site's topography is generally flat.
8. **Agency Responses:** The Kuna City Engineer provided comments on January 2, 2016. The following agencies returned comments: Boise Project Board of Control (BPOC), Idaho Transportation Department (ITD) and Ada County Highway District (ACHD). The responding agency comments are included as exhibits with this case file.
9. **Public Responses:** Planning and Zoning staff received a letter of comment from an adjacent property owner on January 8, 2016 (reference Exhibit C-1).

F. **Staff Analysis:**

The subject site is located on the southwest corner of S. School Avenue and W. Deer Flat Roads. The applicant requests to annex the entire parcel into Kuna City limits with an R-6 zoning designation; and subsequently split the parcel to create two (2) parcels. The proposed southerly parcel will remain as an approximate 1.65 acre residential home site for the current owner, which will continue to utilize the existing septic system until such time as the septic system is no longer viable; at which time the property owner will be required to abandon the septic system and hook up to city services. The remaining land will be an approximate 3.6 +/-acre parcel designated as R-6. All future development on the newly created parcel will be required to connect to city services.

Staff has determined this application complies with Title 5 of the Kuna City Code; Idaho Statute §50-222; and Kuna Comprehensive Plan; and forwards a recommendation of approval for Case # 15-03-AN and 15-03-LS, subject to the recommended conditions of approval.

G. **Applicable Standards:**

1. City of Kuna, Title 5 Zoning Ordinance: Annexation and Lot Splits

2. City of Kuna Comprehensive Plan and Future Land Use Map.
3. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act.

H. Comprehensive Plan Analysis:

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

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

GOALS AND POLICY – Property Rights

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

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

GOALS AND POLICY – Housing

Goal 1: Offer a wide variety of housing choices for current and future Kuna residents.

Policy 3.1: Promote developments with a variety of lot sizes.

GOALS AND POLICY – Land Use

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

Objective 2.2: Plan for areas designed to accommodate a diverse range of businesses and commercial activity – within both the community-scale and neighborhood-scale centers – to strengthen the local economy and to provide more opportunities for social interaction.

I. Proposed Findings of Fact:

1. This request appears to be in compliance with all ordinances and laws of the City, including Kuna City Code (KCC).
2. The site is physically suitable for annexation and lot split.
3. The annexation and lot-split are not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat; however, it is evident that a variety of raptor species are nesting on-site in the existing trees along the Teed Lateral.
4. The annexation and lot split application are not likely to cause any adverse public health problems.
5. The application appears to avoid detriment to the present and potential surrounding uses; to the health, safety, and general welfare of the public taking into account the physical features of the site, public facilities and existing adjacent uses.
6. The existing and proposed street and utility services in proximity to the site are suitable and adequate for residential purposes.
7. The Kuna City Council accepts the facts as outlined in the staff report, any public testimony and the supporting evidence as presented.
8. Based on the evidence contained in Case No.s 15-03-AN and 15-03-LS, this proposal appears to comply with the Comprehensive Plan and the Kuna Comprehensive Future Land Use Map.
9. The City Council has the authority to approve or deny the annexation and lot split application.
10. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and Kuna City Ordinances.

J. Proposed Conclusions of Law:

1. Based on the evidence contained in Case No.s 15-03-AN and 15-03-LS, the Kuna City Council finds Case No.s 15-03-AN and 15-03-LS complies with Kuna City Code.
2. Based on the evidence contained in Case No.s 15-03-AN and 15-03-LS, the Kuna City Council finds Case No.s 15-03-AN and 15-03-LS is consistent with Kuna's Comprehensive Plan.
3. The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and Kuna City Ordinances.

K. Proposed Decision by the City Council:

Note: This proposed motion is for the (approval / denial) of this request. However, if the Commission wishes to approve or deny specific parts of the request as detailed in this report, they must be specified.

Based on the facts outlined in staff's report and any public testimony at the public hearing, the City Council of Kuna, Idaho, hereby *approves / denies* Case No.s 15-03-AN and 15-03-LS, a request for annexation and subsequent lot split from Liberty Investments, Inc, with the following conditions of approval:

1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved 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 future sewer hook-ups.
 - b. The Kuna Fire District shall approve all building plans.
 - c. The *Boise-Kuna* Irrigation District shall approval any modifications to the existing irrigation system.
 - d. Approval from Ada County Highway District shall be obtained and Impact Fees must be paid prior to issuance of any building permits.
2. All public rights-of-way shall be dedicated to the City and/or Ada County Highway District. No public street construction may be commenced without the approval and permit from Ada County Highway District:
 - 2.1- With future development and as necessary, dedicate right-of-way in sufficient amounts to follow City and ACHD standards and widths.
3. All utilities shall be installed underground (see KCC 6-4-2-W).
4. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
5. Any future development of the site shall take into consideration the existence of wildlife and their habitat on the site. All current and future owners or their assigns shall make every considerable effort to preserve, protect and avoid disrupting such species and their habitat.
6. Submit a petition to the City (if necessary and confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and requesting to annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation system of the City (KMID).
7. Applicant shall follow all staff, City engineer and other agency recommended requirements as applicable.
8. Applicant shall abide by all applicable federal, state and local laws and ordinances.

DATED this 01st, day of March, 2016.



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

RECEIVED
 NOV 20 2015
 CITY OF KUNA

For Office Use Only	
File Number (s)	15-03-AN 15-03-LS
Project name	CALHOUN 1 ANNEXATION? SUB
Date Received	11/24/15
Date Accepted/ Complete	12-01-15
Cross Reference Files	15-03-AN / 15-03-LS
Commission Hearing Date	02-09-16
City Council Hearing Date	03-01-16

Contact/Applicant Information

Owners of Record: <u>Larry Calhoun</u>	Phone Number: _____
Address: <u>1425 N School Ave</u>	E-Mail: _____
City, State, Zip: <u>Kuna ID 83634</u>	Fax #: _____
Applicant (Developer): <u>Liberty Investments</u>	Phone Number: <u>(208) 880-9546</u>
Address: <u>PO Box 412</u>	E-Mail: <u>logan@libinc.net</u>
City, State, Zip: <u>Kuna ID 83634</u>	Fax #: <u>800-886-7933</u>
Engineer/Representative: <u>Performance Engineering</u>	Phone Number: <u>(208) 475-0022</u>
Address: <u>1102 Franklin Blvd</u>	E-Mail: _____
City, State, Zip: <u>Nampa ID 83687</u>	Fax #: _____

Subject Property Information

Site Address: <u>1425 N School Ave Kuna ID 83634</u>	
Site Location (Cross Streets): <u>N School Ave & Deer Flat Rd</u>	
Parcel Number (s): <u>51323212406</u>	
Section, Township, Range: <u>23 2N 1W</u>	
Property size: <u>4.693 acres</u>	
Current land use: <u>Residential</u>	Proposed land use: <u>Residential & Commercial</u>
Current zoning district: _____	Proposed zoning district: _____

Project Description

Project / subdivision name: School Ave & Deer Flat Development

General description of proposed project / request: Split lot - Larry Calhoun will have 1.234 acre lot & remaining 3.459 will be developed into residential & commercial.

Type of use proposed (check all that apply):

Residential

Commercial

Office

Industrial

Other

Amenities provided with this development (if applicable):

Residential Project Summary (if applicable)

Are there existing buildings? Yes No

Please describe the existing buildings: Larry Calhoun's house & shed

Any existing buildings to remain? Yes No

Number of residential units: 7 Number of building lots: 6

Number of common and/or other lots: 3

Type of dwellings proposed:

Single-Family

Townhouses

Duplexes

Multi-Family

Other

Minimum Square footage of structure (s): 2000

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

Percentage of open space provided: _____ Acreage of open space: _____

Type of open space provided (i.e. landscaping, public, common, etc.): Drainage lots (2)

Non-Residential Project Summary (if applicable)

Number of building lots: 2 Other lots: N/A

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: 11/15/15



RECEIVED

NOV 20 2015

CITY OF KUNA

PO Box 412
Kuna, ID 83634
(208) 880-9546

October 15, 2015

To Whom it May Concern:

We would like to annex the subject property into the city of Kuna. We would then like to split 3.5 acres from the subject property to create residential and commercial lots.

Best regards,

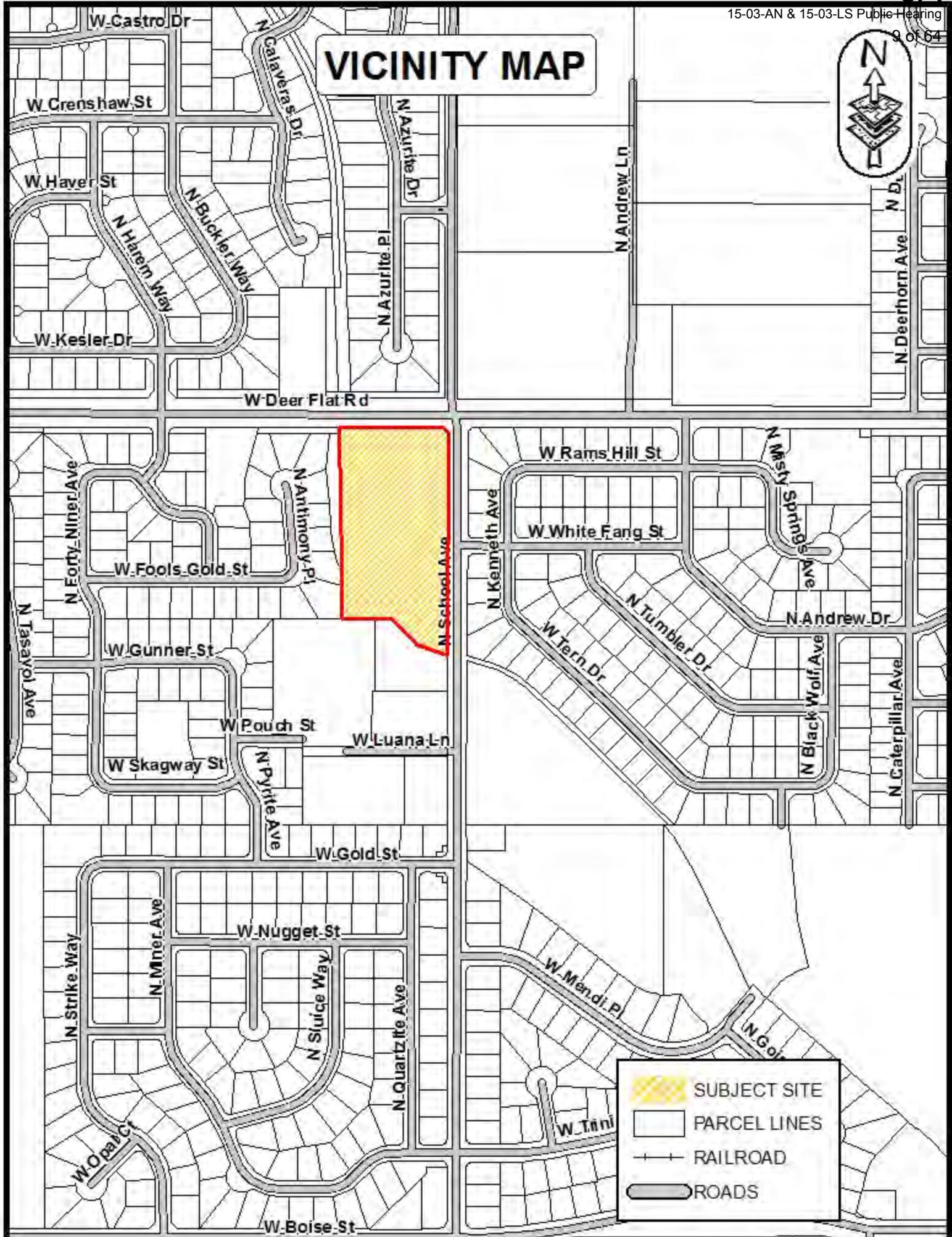
Logan Patten

President, Liberty Investments, Inc.

kjb

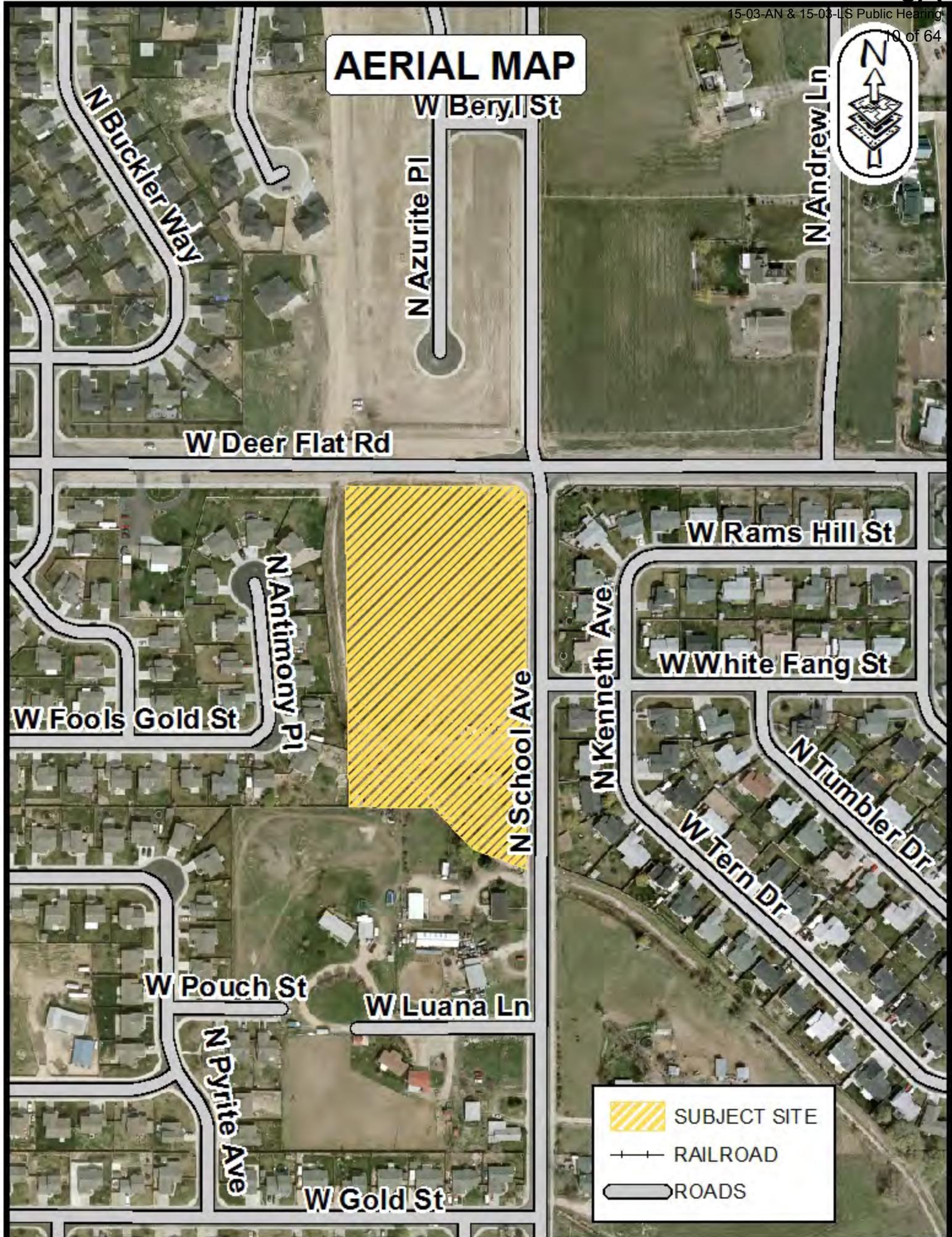
Exhibit
A-2
b

VICINITY MAP



	SUBJECT SITE
	PARCEL LINES
	RAILROAD
	ROADS

AERIAL MAP



	SUBJECT SITE
	RAILROAD
	ROADS



May 25, 2015

Legal Description for
Logan Patten
Job No. AP1615

Parcel 1

This parcel is a portion of the NE ¼ NW ¼ of Section 23 in Township 2 North, Range 1 West of the Boise Meridian, Ada County, Idaho and is more particularly described as follows:

COMMENCING at the northeast corner of the NE ¼ NW ¼, (N ¼ Corner, Section 23), a found brass cap monument;

thence South 00° 22' 07" East along the east boundary of the NE ¼ NW ¼ a distance of 61.98 feet;

thence South 89° 37' 53" West a distance of 30.00 feet to the **TRUE POINT OF BEGINNING**, said point being on the west right of way for School Street, a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence South 00° 22' 07" East parallel with the east boundary of the NE ¼ NW ¼ and along the west right of way of School Street a distance of 423.00 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence South 89° 40' 18" West a distance of 339.88 feet to a point on the east boundary of Goldcreek Subdivision No. 2 as shown on the official plat in the Office of the Recorder for Ada County, Idaho, a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North 01° 07' 22" West along said east boundary a distance of 440.04 feet to a point on the south right of way of Deer Flat Road witnessed by a found ½ inch diameter rebar bearing South 01° 07' 22" East a distance of 23.00 feet;

thence North 89° 40' 18" East along said south right of way a distance of 328.67 feet to a 5/8 x 30 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence South 45° 20' 49" East a distance of 24.05 feet to the **TRUE POINT OF BEGINNING**, containing 3.459 acres, more or less, and being subject to any and all easements and rights of way of record or implied.





May 25, 2015

Legal Description for
Logan Patten
Job No. AP1615

Parcel 2

This parcel is a portion of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 23 in Township 2 North, Range 1 West of the Boise Meridian, Ada County, Idaho and is more particularly described as follows:

COMMENCING at the northeast corner of the NE $\frac{1}{4}$ NW $\frac{1}{4}$, (N $\frac{1}{4}$ Corner, Section 23), a found brass cap monument;

thence South $00^{\circ} 22' 07''$ East along the east boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ a distance of 61.98 feet;

thence South $89^{\circ} 37' 53''$ West a distance of 30.00 feet said point on the west right of way for School Street, a $\frac{5}{8}$ x 30 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence South $00^{\circ} 22' 07''$ East parallel with the east boundary of the NE $\frac{1}{4}$ NW $\frac{1}{4}$ and along the west right of way of School Street a distance of 423.00 feet to the **TRUE POINT OF BEGINNING**, a $\frac{5}{8}$ x 30 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence continuing South $00^{\circ} 22' 07''$ East along said west right of way a distance of 292.30 feet to a point on the centerline of the Teed Lateral, a Magnail set with an aluminum washer stamped P.L.S. 15352 in a concrete bridge deck;

thence traversing said centerline as follows:

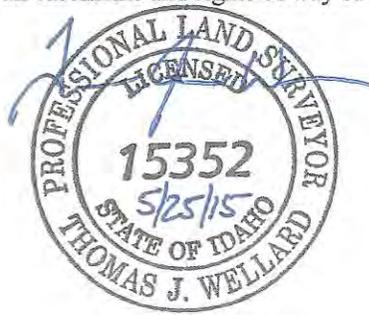
North $70^{\circ} 41' 40''$ West a distance of 107.08 feet;

thence North $38^{\circ} 02' 32''$ West a distance of 103.87 feet to a point on the south boundary of the N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ witnessed by a $\frac{1}{2}$ x 24 inch rebar set with a plastic cap stamped P.L.S. 15352 bearing South $89^{\circ} 38' 12''$ West a distance of 17.00 feet;

thence South $89^{\circ} 38' 12''$ West along the south boundary of the N $\frac{1}{2}$ NE $\frac{1}{4}$ NW $\frac{1}{4}$ a distance of 173.27 feet to a point witnessed by a found $\frac{5}{8}$ inch diameter rebar bearing North $01^{\circ} 07' 22''$ West a distance of 0.34 feet;

thence North $01^{\circ} 07' 22''$ West along the east boundary of Goldcreek Subdivision No. 2 as shown on the official plat in the Office of the Recorder for Ada County, Idaho a distance of 174.27 feet to a $\frac{5}{8}$ x 30 inch rebar set with a plastic cap stamped P.L.S. 15352;

thence North $89^{\circ} 40' 18''$ East a distance of 339.88 feet to the **TRUE POINT OF BEGINNING**, containing 1.646 acres, more or less, and being subject to any and all easements and rights of way of record or implied.



Exhibit

A-2
d

ADA COUNTY RECORDER J. DAVID NAVARRO AMOUNT 48.00 16
 BOISE IDAHO 08/22/09 10:46 AM
 DEPUTY Lisa Ball
 RECORDED - REQUEST OF
 U S Recordings



Recording Requested by &
 When Recorded Return To:
 US Recordings, Inc.
 2925 Country Drive
 St. Paul, MN 55117

RECEIVED
 NOV 20 2015
 CITY OF KUNA

~~[Attention]~~
~~BEDS-D, 901 E 104TH ST, SUITE~~
~~400/500~~
~~[Street Address]~~
~~KANGAS CROW, MO 64131~~
~~[City, State Zip Code]~~

15749942

[Space Above This Line For Recording Data]

Q134 T009-016160 p.5 MIN: 100817101296613562

DEED OF TRUST

DEFINITIONS

Words used in multiple sections of this document are defined below and other words are defined in Sections 3, 11, 13, 18, 20 and 21. Certain rules regarding the usage of words used in this document are also provided in Section 16.

(A) "Security Instrument" means this document, which is dated June 4, 2009, together with all Riders to this document.

(B) "Borrower" is LARRY RAY CALHOUN, A widower

Borrower is the trustor under this Security Instrument.

(C) "Lender" is INDYMAC FEDERAL BANK, FSB, A FEDERALLY CHARTERED SAVINGS BANK

Lender is a Federal Savings Bank organized and existing under the laws of United States of America Lender's address is 155 NORTH LAKE AVENUE, PASADENA, CA 91101

(D) "Trustee" is FIDELITY NATIONAL TITLE COMPANY

(E) "MERS" is Mortgage Electronic Registration Systems, Inc. MERS is a separate corporation that is acting solely as a nominee for Lender and Lender's successors and assigns. MERS is the beneficiary under this Security Instrument. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS.

Loan No: 129661356

Idaho--Single Family--Fannie Mae/Freddie Mac Uniform Instrument

Form 3013 1/01 (rev. 7/08)

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Page 1 of 14 Modified by Compliance Source 143011D 08/00 Rev. 07/08
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Exhibit
 A-2
 e

(F) "Note" means the promissory note signed by Borrower and dated June 4, 2009. The Note states that Borrower owes Lender one hundred twenty thousand fifty and NO/100ths Dollars (U.S. \$ 120,050.00) plus interest. Borrower has promised to pay this debt in regular Periodic Payments and to pay the debt in full not later than July 1, 2039.

(G) "Property" means the property that is described below under the heading "Transfer of Rights in the Property."

(H) "Loan" means the debt evidenced by the Note, plus interest, any prepayment charges and late charges due under the Note, and all sums due under this Security Instrument, plus interest.

(I) "Riders" means all Riders to this Security Instrument that are executed by Borrower. The following Riders are to be executed by Borrower [check box as applicable]:

- Adjustable Rate Rider
- Balloon Rider
- 1-4 Family Rider
- Other(s) [specify]
- Condominium Rider
- Planned Unit Development Rider
- Revocable Trust Rider
- Second Home Rider
- Biweekly Payment Rider

(J) "Applicable Law" means all controlling applicable federal, state and local statutes, regulations, ordinances and administrative rules and orders (that have the effect of law) as well as all applicable final, non-appealable judicial opinions.

(K) "Community Association Dues, Fees, and Assessments" means all dues, fees, assessments and other charges that are imposed on Borrower or the Property by a condominium association, homeowners association or similar organization.

(L) "Electronic Funds Transfer" means any transfer of funds, other than a transaction originated by check, draft, or similar paper instrument, which is initiated through an electronic terminal, telephonic instrument, computer, or magnetic tape so as to order, instruct, or authorize a financial institution to debit or credit an account. Such term includes, but is not limited to, point-of-sale transfers, automated teller machine transactions, transfers initiated by telephone, wire transfers, and automated clearinghouse transfers.

(M) "Escrow Items" means those items that are described in Section 3.

(N) "Miscellaneous Proceeds" means any compensation, settlement, award of damages, or proceeds paid by any third party (other than insurance proceeds paid under the coverages described in Section 5) for: (i) damage to, or destruction of, the Property; (ii) condemnation or other taking of all or any part of the Property; (iii) conveyance in lieu of condemnation; or (iv) misrepresentations of, or omissions as to, the value and/or condition of the Property.

(O) "Mortgage Insurance" means insurance protecting Lender against the nonpayment of, or default on, the Loan.

(P) "Periodic Payment" means the regularly scheduled amount due for (i) principal and interest under the Note, plus (ii) any amounts under Section 3 of this Security Instrument.

Loan No: 129661356

Idaho--Single Family--Fannie Mae/Freddie Mac Uniform Instrument

Form 3013 1/01 (rev. 7/08)

MERS Modified

The Compliance Source, Inc.

Page 2 of 14

Modified by Compliance Source 143011D 08/00 Rev. 07/08

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(Q) "RESPA" means the Real Estate Settlement Procedures Act (12 U.S.C. §2601 et seq.) and its implementing regulation, Regulation X (24 C.F.R. Part 3500), as they might be amended from time to time, or any additional or successor legislation or regulation that governs the same subject matter. As used in this Security Instrument, "RESPA" refers to all requirements and restrictions that are imposed in regard to a "federally related mortgage loan" even if the Loan does not qualify as a "federally related mortgage loan" under RESPA.

(R) "Successor in Interest of Borrower" means any party that has taken title to the Property, whether or not that party has assumed Borrower's obligations under the Note and/or this Security Instrument.

TRANSFER OF RIGHTS IN THE PROPERTY

The beneficiary of this Security Instrument is MERS (solely as nominee for Lender and Lender's successors and assigns) and the successors and assigns of MERS. This Security Instrument secures to Lender: (i) the repayment of the Loan, and all renewals, extensions and modifications of the Note; and (ii) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower irrevocably grants and conveys to Trustee, in trust, with power of sale, the following described property located in the

County of ADA
[Type of Recording Jurisdiction] [Name of Recording Jurisdiction]
SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

which currently has the address of 1425 NORTH SCHOOL STREET
[Street]
KUNA, Idaho 83634 ("Property Address")
[City] [Zip Code]

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

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

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

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

1. **Payment of Principal, Interest, Escrow Items, Prepayment Charges, and Late Charges.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and any prepayment charges and late charges due under the Note. Borrower shall also pay funds for Escrow Items pursuant to Section 3.

Loan No: 129661356



Payments due under the Note and this Security Instrument shall be made in U.S. currency. However, if any check or other instrument received by Lender as payment under the Note or this Security Instrument is returned to Lender unpaid, Lender may require that any or all subsequent payments due under the Note and this Security Instrument be made in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality, or entity; or (d) Electronic Funds Transfer.

Payments are deemed received by Lender when received at the location designated in the Note or at such other location as may be designated by Lender in accordance with the notice provisions in Section 15. Lender may return any payment or partial payment if the payment or partial payments are insufficient to bring the Loan current. Lender may accept any payment or partial payment insufficient to bring the Loan current, without waiver of any rights hereunder or prejudice to its rights to refuse such payment or partial payments in the future, but Lender is not obligated to apply such payments at the time such payments are accepted. If each Periodic Payment is applied as of its scheduled due date, then Lender need not pay interest on unapplied funds. Lender may hold such unapplied funds until Borrower makes payment to bring the Loan current. If Borrower does not do so within a reasonable period of time, Lender shall either apply such funds or return them to Borrower. If not applied earlier, such funds will be applied to the outstanding principal balance under the Note immediately prior to foreclosure. No offset or claim which Borrower might have now or in the future against Lender shall relieve Borrower from making payments due under the Note and this Security Instrument or performing the covenants and agreements secured by this Security Instrument.

2. Application of Payments or Proceeds. Except as otherwise described in this Section 2, all payments accepted and applied by Lender shall be applied in the following order of priority: (a) interest due under the Note; (b) principal due under the Note; (c) amounts due under Section 3. Such payments shall be applied to each Periodic Payment in the order in which it became due. Any remaining amounts shall be applied first to late charges, second to any other amounts due under this Security Instrument, and then to reduce the principal balance of the Note.

If Lender receives a payment from Borrower for a delinquent Periodic Payment which includes a sufficient amount to pay any late charge due, the payment may be applied to the delinquent payment and the late charge. If more than one Periodic Payment is outstanding, Lender may apply any payment received from Borrower to the repayment of the Periodic Payments if, and to the extent that, each payment can be paid in full. To the extent that any excess exists after the payment is applied to the full payment of one or more Periodic Payments, such excess may be applied to any late charges due. Voluntary prepayments shall be applied first to any prepayment charges and then as described in the Note.

Any application of payments, insurance proceeds, or Miscellaneous Proceeds to principal due under the Note shall not extend or postpone the due date, or change the amount, of the Periodic Payments.

3. Funds for Escrow Items. Borrower shall pay to Lender on the day Periodic Payments are due under the Note, until the Note is paid in full, a sum (the "Funds") to provide for payment of amounts due for: (a) taxes and assessments and other items which can attain priority over this Security Instrument as a lien or encumbrance on the Property; (b) leasehold payments or ground rents on the Property, if any; (c) premiums for any and all insurance required by Lender under Section 5; and (d) Mortgage Insurance premiums, if any, or any sums payable by Borrower to Lender in lieu of the payment of Mortgage Insurance premiums in accordance with the provisions of Section 10. These items are called "Escrow Items." At origination or at any time during the term of the Loan, Lender may require that Community Association Dues, Fees, and Assessments, if any, be escrowed by Borrower, and such dues, fees and assessments shall be an Escrow Item. Borrower shall promptly furnish to Lender all notices of amounts to be paid under this Section. Borrower shall pay Lender the Funds for Escrow Items unless Lender waives Borrower's obligation to pay the Funds for any or all Escrow Items. Lender may waive Borrower's obligation to pay to Lender Funds for any or all Escrow Items at any time. Any such waiver may only be in writing. In the event of such waiver, Borrower shall pay directly, when and where payable, the amounts due for any Escrow Items for which payment of Funds has been waived by Lender and, if Lender requires, shall furnish to Lender receipts evidencing such payment within such time period as Lender may require. Borrower's obligation to make such payments and to provide receipts shall for all purposes be deemed to be a covenant and agreement contained in

Loan No: 129661356



this Security Instrument, as the phrase "covenant and agreement" is used in Section 9. If Borrower is obligated to pay Escrow Items directly, pursuant to a waiver, and Borrower fails to pay the amount due for an Escrow Item, Lender may exercise its rights under Section 9 and pay such amount and Borrower shall then be obligated under Section 9 to repay to Lender any such amount. Lender may revoke the waiver as to any or all Escrow Items at any time by a notice given in accordance with Section 15 and, upon such revocation, Borrower shall pay to Lender all Funds, and in such amounts, that are then required under this Section 3.

Lender may, at any time, collect and hold Funds in an amount (a) sufficient to permit Lender to apply the Funds at the time specified under RESPA, and (b) not to exceed the maximum amount a lender can require under RESPA. Lender shall estimate the amount of Funds due on the basis of current data and reasonable estimates of expenditures of future Escrow Items or otherwise in accordance with Applicable Law.

The Funds shall be held in an institution whose deposits are insured by a federal agency, instrumentality, or entity (including Lender, if Lender is an institution whose deposits are so insured) or in any Federal Home Loan Bank. Lender shall apply the Funds to pay the Escrow Items no later than the time specified under RESPA. Lender shall not charge Borrower for holding and applying the Funds, annually analyzing the escrow account, or verifying the Escrow Items, unless Lender pays Borrower interest on the Funds and Applicable Law permits Lender to make such a charge. Unless an agreement is made in writing or Applicable Law requires interest to be paid on the Funds, Lender shall not be required to pay Borrower any interest or earnings on the Funds. Borrower and Lender can agree in writing, however, that interest shall be paid on the Funds. Lender shall give to Borrower, without charge, an annual accounting of the Funds as required by RESPA.

If there is a surplus of Funds held in escrow, as defined under RESPA, Lender shall account to Borrower for the excess funds in accordance with RESPA. If there is a shortage of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the shortage in accordance with RESPA, but in no more than 12 monthly payments. If there is a deficiency of Funds held in escrow, as defined under RESPA, Lender shall notify Borrower as required by RESPA, and Borrower shall pay to Lender the amount necessary to make up the deficiency in accordance with RESPA, but in no more than 12 monthly payments.

Upon payment in full of all sums secured by this Security Instrument, Lender shall promptly refund to Borrower any Funds held by Lender.

4. Charges; Liens. Borrower shall pay all taxes, assessments, charges, fines, and impositions attributable to the Property which can attain priority over this Security Instrument, leasehold payments or ground rents on the Property, if any, and Community Association Dues, Fees, and Assessments, if any. To the extent that these items are Escrow Items, Borrower shall pay them in the manner provided in Section 3.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender, but only so long as Borrower is performing such agreement; (b) contests the lien in good faith by, or defends against enforcement of the lien in, legal proceedings which in Lender's opinion operate to prevent the enforcement of the lien while those proceedings are pending, but only until such proceedings are concluded; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien, which can attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Within 10 days of the date on which that notice is given, Borrower shall satisfy the lien or take one or more of the actions set forth above in this Section 4.

Lender may require Borrower to pay a one-time charge for a real estate tax verification and/or reporting service used by Lender in connection with this Loan.

5. Property Insurance. Borrower shall keep the improvements now existing or hereafter erected on the Property insured against loss by fire, hazards included within the term "extended coverage," and any other hazards including, but not limited to, earthquakes and floods, for which Lender requires insurance. This insurance shall be maintained in the amounts (including deductible levels) and for the periods that Lender requires. What Lender requires pursuant to the preceding sentences can change during the term of the Loan. The insurance carrier providing the insurance shall be chosen by Borrower subject to Lender's right to disapprove Borrower's choice.

Loan NO: 129661356

Idaho--Single Family--Fannie Mae/Freddie Mae Uniform Instrument

Form 3013 1/01 (rev. 7/08)

MERS Modified

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Page 5 of 14

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which right shall not be exercised unreasonably. Lender may require Borrower to pay, in connection with this Loan, either: (a) a one-time charge for flood zone determination, certification and tracking services; or (b) a one-time charge for flood zone determination and certification services and subsequent charges each time remappings or similar changes occur which reasonably might affect such determination or certification. Borrower shall also be responsible for the payment of any fees imposed by the Federal Emergency Management Agency in connection with the review of any flood zone determination resulting from an objection by Borrower.

If Borrower fails to maintain any of the coverages described above, Lender may obtain insurance coverage, at Lender's option and Borrower's expense. Lender is under no obligation to purchase any particular type or amount of coverage. Therefore, such coverage shall cover Lender, but might or might not protect Borrower, Borrower's equity in the Property, or the contents of the Property, against any risk, hazard or liability and might provide greater or lesser coverage than was previously in effect. Borrower acknowledges that the cost of the insurance coverage so obtained might significantly exceed the cost of insurance that Borrower could have obtained. Any amounts disbursed by Lender under this Section 5 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

All insurance policies required by Lender and renewals of such policies shall be subject to Lender's right to disapprove such policies, shall include a standard mortgage clause, and shall name Lender as mortgagee and/or as an additional loss payee. Lender shall have the right to hold the policies and renewal certificates. If Lender requires, Borrower shall promptly give to Lender all receipts of paid premiums and renewal notices. If Borrower obtains any form of insurance coverage, not otherwise required by Lender, for damage to, or destruction of, the Property, such policy shall include a standard mortgage clause and shall name Lender as mortgagee and/or as an additional loss payee.

In the event of loss, Borrower shall give prompt notice to the insurance carrier and Lender. Lender may make proof of loss if not made promptly by Borrower. Unless Lender and Borrower otherwise agree in writing, any insurance proceeds, whether or not the underlying insurance was required by Lender, shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such insurance proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such insurance proceeds, Lender shall not be required to pay Borrower any interest or earnings on such proceeds. Fees for public adjusters, or other third parties, retained by Borrower shall not be paid out of the insurance proceeds and shall be the sole obligation of Borrower. If the restoration or repair is not economically feasible or Lender's security would be lessened, the insurance proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such insurance proceeds shall be applied in the order provided for in Section 2.

If Borrower abandons the Property, Lender may file, negotiate and settle any available insurance claim and related matters. If Borrower does not respond within 30 days to a notice from Lender that the insurance carrier has offered to settle a claim, then Lender may negotiate and settle the claim. The 30-day period will begin when the notice is given. In either event, or if Lender acquires the Property under Section 22 or otherwise, Borrower hereby assigns to Lender (a) Borrower's rights to any insurance proceeds in an amount not to exceed the amounts unpaid under the Note or this Security Instrument, and (b) any other of Borrower's rights (other than the right to any refund of unearned premiums paid by Borrower) under all insurance policies covering the Property, insofar as such rights are applicable to the coverage of the Property. Lender may use the insurance proceeds either to repair or restore the Property or to pay amounts unpaid under the Note or this Security Instrument, whether or not then due.

6. **Occupancy.** Borrower shall occupy, establish, and use the Property as Borrower's principal residence within 60 days after the execution of this Security Instrument and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender otherwise agrees in

Loan No: 129661356

Idaho--Single Family--Fannie Mae/Freddie Mac Uniform Instrument

Form 3013 1/01 (rev. 7/08)

MERS Modified

The Compliance Source, Inc.

Page 6 of 14

Modified by Compliance Source 143011D 08/00 Rev. 07/08

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writing, which consent shall not be unreasonably withheld, or unless extenuating circumstances exist which are beyond Borrower's control.

7. Preservation, Maintenance and Protection of the Property; Inspections. Borrower shall not destroy, damage or impair the Property, allows the Property to deteriorate or commit waste on the Property. Whether or not Borrower is residing in the Property, Borrower shall maintain the Property in order to prevent the Property from deteriorating or decreasing in value due to its condition. Unless it is determined pursuant to Section 5 that repair or restoration is not economically feasible, Borrower shall promptly repair the Property if damaged to avoid further deterioration or damage. If insurance or condemnation proceeds are paid in connection with damage to, or the taking of, the Property, Borrower shall be responsible for repairing or restoring the Property only if Lender has released proceeds for such purposes. Lender may disburse proceeds for the repairs and restoration in a single payment or in a series of progress payments as the work is completed. If the insurance or condemnation proceeds are not sufficient to repair or restore the Property, Borrower is not relieved of Borrower's obligation for the completion of such repair or restoration.

Lender or its agent may make reasonable entries upon and inspections of the Property. If it has reasonable cause, Lender may inspect the interior of the improvements on the Property. Lender shall give Borrower notice at the time of or prior to such an interior inspection specifying such reasonable cause.

8. Borrower's Loan Application. Borrower shall be in default if, during the Loan application process, Borrower or any persons or entities acting at the direction of Borrower or with Borrower's knowledge or consent gave materially false, misleading, or inaccurate information or statements to Lender (or failed to provide Lender with material information) in connection with the Loan. Material representations include, but are not limited to, representations concerning Borrower's occupancy of the Property as Borrower's principal residence.

9. Protection of Lender's Interest in the Property and Rights Under this Security Instrument. If (a) Borrower fails to perform the covenants and agreements contained in this Security Instrument, (b) there is a legal proceeding that might significantly affect Lender's interest in the Property and/or rights under this Security Instrument (such as a proceeding in bankruptcy, probate, for condemnation or forfeiture, for enforcement of a lien which may attain priority over this Security Instrument or to enforce laws or regulations), or (c) Borrower has abandoned the Property, then Lender may do and pay for whatever is reasonable or appropriate to protect Lender's interest in the Property and rights under this Security Instrument, including protecting and/or assessing the value of the Property, and securing and/or repairing the Property. Lender's actions can include, but are not limited to: (a) paying any sums secured by a lien which has priority over this Security Instrument; (b) appearing in court; and (c) paying reasonable attorneys' fees to protect its interest in the Property and/or rights under this Security Instrument, including its secured position in a bankruptcy proceeding. Securing the Property includes, but is not limited to, entering the Property to make repairs, change locks, replace or board up doors and windows, drain water from pipes, eliminate building or other code violations or dangerous conditions, and have utilities turned on or off. Although Lender may take action under this Section 9, Lender does not have to do so and is not under any duty or obligation to do so. It is agreed that Lender incurs no liability for not taking any or all actions authorized under this Section 9.

Any amounts disbursed by Lender under this Section 9 shall become additional debt of Borrower secured by this Security Instrument. These amounts shall bear interest at the Note rate from the date of disbursement and shall be payable, with such interest, upon notice from Lender to Borrower requesting payment.

If this Security Instrument is on a leasehold, Borrower shall comply with all the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and the fee title shall not merge unless Lender agrees to the merger in writing.

10. Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan, Borrower shall pay the premiums required to maintain the Mortgage Insurance in effect. If, for any reason, the Mortgage Insurance coverage required by Lender ceases to be available from the mortgage insurer that previously provided such insurance and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to obtain coverage substantially equivalent to the Mortgage Insurance previously in effect, at a cost substantially equivalent to the cost to Borrower of the Mortgage

Loan No: 129661356

Idaho--Single Family--Fannie Mae/Freddie Mac Uniform Instrument

Form 3013 1/01 (rev. 7/08)

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Page 7 of 14 Modified by Compliance Source 143011D 08/00 Rev. 07/08
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Insurance previously in effect, from an alternate mortgage insurer selected by Lender. If substantially equivalent Mortgage Insurance coverage is not available, Borrower shall continue to pay to Lender the amount of the separately designated payments that were due when the insurance coverage ceased to be in effect. Lender will accept, use and retain these payments as a non-refundable loss reserve in lieu of Mortgage Insurance. Such loss reserve shall be non-refundable, notwithstanding the fact that the Loan is ultimately paid in full, and Lender shall not be required to pay Borrower any interest or earnings on such loss reserve. Lender can no longer require loss reserve payments if Mortgage Insurance coverage (in the amount and for the period that Lender requires) provided by an insurer selected by Lender again becomes available, is obtained, and Lender requires separately designated payments toward the premiums for Mortgage Insurance. If Lender required Mortgage Insurance as a condition of making the Loan and Borrower was required to make separately designated payments toward the premiums for Mortgage Insurance, Borrower shall pay the premiums required to maintain Mortgage Insurance in effect, or to provide a non-refundable loss reserve, until Lender's requirement for Mortgage Insurance ends in accordance with any written agreement between Borrower and Lender providing for such termination or until termination is required by Applicable Law. Nothing in this Section 10 affects Borrower's obligation to pay interest at the rate provided in the Note.

Mortgage Insurance reimburses Lender (or any entity that purchases the Note) for certain losses it may incur if Borrower does not repay the Loan as agreed. Borrower is not a party to the Mortgage Insurance.

Mortgage insurers evaluate their total risk on all such insurance in force from time to time, and may enter into agreements with other parties that share or modify their risk, or reduce losses. These agreements are on terms and conditions that are satisfactory to the mortgage insurer and the other party (or parties) to these agreements. These agreements may require the mortgage insurer to make payments using any source of funds that the mortgage insurer may have available (which may include funds obtained from Mortgage Insurance premiums).

As a result of these agreements, Lender, any purchaser of the Note, another insurer, any reinsurer, any other entity, or any affiliate of any of the foregoing, may receive (directly or indirectly) amounts that derive from (or might be characterized as) a portion of Borrower's payments for Mortgage Insurance, in exchange for sharing or modifying the mortgage insurer's risk, or reducing losses. If such agreement provides that an affiliate of Lender takes a share of the insurer's risk in exchange for a share of the premiums paid to the insurer, the arrangement is often termed "captive reinsurance." Further:

(a) Any such agreements will not affect the amounts that Borrower has agreed to pay for Mortgage Insurance, or any other terms of the Loan. Such agreements will not increase the amount Borrower will owe for Mortgage Insurance, and they will not entitle Borrower to any refund.

(b) Any such agreements will not affect the rights Borrower has - if any - with respect to the Mortgage Insurance under the Homeowners Protection Act of 1998 or any other law. These rights may include the right to receive certain disclosures, to request and obtain cancellation of the Mortgage Insurance, to have the Mortgage Insurance terminated automatically, and/or to receive a refund of any Mortgage Insurance premiums that were unearned at the time of such cancellation or termination.

II. Assignment of Miscellaneous Proceeds; Forfeiture. All Miscellaneous Proceeds are hereby assigned to and shall be paid to Lender.

If the Property is damaged, such Miscellaneous Proceeds shall be applied to restoration or repair of the Property, if the restoration or repair is economically feasible and Lender's security is not lessened. During such repair and restoration period, Lender shall have the right to hold such Miscellaneous Proceeds until Lender has had an opportunity to inspect such Property to ensure the work has been completed to Lender's satisfaction, provided that such inspection shall be undertaken promptly. Lender may pay for the repairs and restoration in a single disbursement or in a series of progress payments as the work is completed. Unless an agreement is made in writing or Applicable Law requires interest to be paid on such Miscellaneous Proceeds, Lender shall not be required to pay Borrower any interest or earnings on such Miscellaneous Proceeds. If the restoration or repair is not economically feasible or Lender's security would be lessened, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower. Such Miscellaneous Proceeds shall be applied in the order provided for in Section 2.

Loan No: 129661356

Idaho--Single Family--Fannie Mae/Freddie Mac Uniform Instrument

Form 3013 1/01 (rev. 7/08)

MERS Modified

The Compliance Source, Inc.

Page 8 of 14

Modified by Compliance Source 143011D 08/00 Rev. 07/08

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In the event of a total taking, destruction, or loss in value of the Property, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with the excess, if any, paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is equal to or greater than the amount of the sums secured by this Security Instrument immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the Miscellaneous Proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the partial taking, destruction, or loss in value divided by (b) the fair market value of the Property immediately before the partial taking, destruction, or loss in value. Any balance shall be paid to Borrower.

In the event of a partial taking, destruction, or loss in value of the Property in which the fair market value of the Property immediately before the partial taking, destruction, or loss in value is less than the amount of the sums secured immediately before the partial taking, destruction, or loss in value, unless Borrower and Lender otherwise agree in writing, the Miscellaneous Proceeds shall be applied to the sums secured by this Security Instrument whether or not the sums are then due.

If the Property is abandoned by Borrower, or if, after notice by Lender to Borrower that the Opposing Party (as defined in the next sentence) offers to make an award to settle a claim for damages, Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the Miscellaneous Proceeds either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due. "Opposing Party" means the third party that owes Borrower Miscellaneous Proceeds or the party against whom Borrower has a right of action in regard to Miscellaneous Proceeds.

Borrower shall be in default if any action or proceeding, whether civil or criminal, is begun that, in Lender's judgment, could result in forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. Borrower can cure such a default and, if acceleration has occurred, reinstate as provided in Section 19, by causing the action or proceeding to be dismissed with a ruling that, in Lender's judgment, precludes forfeiture of the Property or other material impairment of Lender's interest in the Property or rights under this Security Instrument. The proceeds of any award or claim for damages that are attributable to the impairment of Lender's interest in the Property are hereby assigned and shall be paid to Lender.

All Miscellaneous Proceeds that are not applied to restoration or repair of the Property shall be applied in the order provided for in Section 2.

12. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to Borrower or any Successor in Interest of Borrower shall not operate to release the liability of Borrower or any Successors in Interest of Borrower. Lender shall not be required to commence proceedings against any Successor in Interest of Borrower or to refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or any Successors in Interest of Borrower. Any forbearance by Lender in exercising any right or remedy including, without limitation, Lender's acceptance of payments from third persons, entities or Successors in Interest of Borrower or in amounts less than the amount then due, shall not be a waiver of or preclude the exercise of any right or remedy.

13. Joint and Several Liability; Co-signers; Successors and Assigns Bound. Borrower covenants and agrees that Borrower's obligations and liability shall be joint and several. However, any Borrower who co-signs this Security Instrument but does not execute the Note (a "co-signer"): (a) is co-signing this Security Instrument only to mortgage, grant and convey the co-signer's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower can agree to extend, modify, forbear or make any accommodations with regard to the terms of this Security Instrument or the Note without the co-signer's consent.

Subject to the provisions of Section 18, any Successor in Interest of Borrower who assumes Borrower's obligations under this Security Instrument in writing, and is approved by Lender, shall obtain all of Borrower's

Loan No: 129661356

Idaho--Single Family--Fannie Mae/Freddie Mac Uniform Instrument

Form 3013 1/01 (rev. 7/08)

MERS Modified

The Compliance Source, Inc.

Page 9 of 14

Modified by Compliance Source 143011D 08/00 Rev. 07/08

www.compliancesource.com

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rights and benefits under this Security Instrument. Borrower shall not be released from Borrower's obligations and liability under this Security Instrument unless Lender agrees to such release in writing. The covenants and agreements of this Security Instrument shall bind (except as provided in Section 20) and benefit the successors and assigns of Lender.

14. Loan Charges. Lender may charge Borrower fees for services performed in connection with Borrower's default, for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument, including, but not limited to, attorneys' fees, property inspection and valuation fees. In regard to any other fees, the absence of express authority in this Security Instrument to charge a specific fee to Borrower shall not be construed as a prohibition on the charging of such fee. Lender may not charge fees that are expressly prohibited by this Security Instrument or by Applicable Law.

If the Loan is subject to a law which sets maximum loan charges, and that law is finally interpreted so that the interest or other loan charges collected or to be collected in connection with the Loan exceed the permitted limits, then: (a) any such loan charge shall be reduced by the amount necessary to reduce the charge to the permitted limit; and (b) any sums already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge (whether or not a prepayment charge is provided for under the Note). Borrower's acceptance of any such refund made by direct payment to Borrower will constitute a waiver of any right of action Borrower might have arising out of such overcharge.

15. Notices. All notices given by Borrower or Lender in connection with this Security Instrument must be in writing. Any notice to Borrower in connection with this Security Instrument shall be deemed to have been given to Borrower when mailed by first class mail or when actually delivered to Borrower's notice address if sent by other means. Notice to any one Borrower shall constitute notice to all Borrowers unless Applicable Law expressly requires otherwise. The notice address shall be the Property Address unless Borrower has designated a substitute notice address by notice to Lender. Borrower shall promptly notify Lender of Borrower's change of address. If Lender specifies a procedure for reporting Borrower's change of address, then Borrower shall only report a change of address through that specified procedure. There may be only one designated notice address under this Security Instrument at any one time. Any notice to Lender shall be given by delivering it or by mailing it by first class mail to Lender's address stated herein unless Lender has designated another address by notice to Borrower. Any notice in connection with this Security Instrument shall not be deemed to have been given to Lender until actually received by Lender. If any notice required by this Security Instrument is also required under Applicable Law, the Applicable Law requirement will satisfy the corresponding requirement under this Security Instrument.

16. Governing Law; Severability; Rules of Construction. This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. All rights and obligations contained in this Security Instrument are subject to any requirements and limitations of Applicable Law. Applicable Law might explicitly or implicitly allow the parties to agree by contract or it might be silent, but such silence shall not be construed as a prohibition against agreement by contract. In the event that any provision or clause of this Security Instrument or the Note conflicts with Applicable Law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision.

As used in this Security Instrument: (a) words of the masculine gender shall mean and include corresponding neuter words or words of the feminine gender; (b) words in the singular shall mean and include the plural and vice versa; and (c) the word "may" gives sole discretion without any obligation to take any action.

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

18. Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent,

Loan No: 129661356

Idaho--Single Family--Fannie Mae/Freddie Mac Uniform Instrument

Form 3013 1/01 (rev. 7/08)

MERS Modified

The Compliance Source, Inc.

Page 10 of 14 Modified by Compliance Source 143011D 08/00 Rev. 07/08

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Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

19. Borrower's Right to Reinstate After Acceleration. If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earliest of: (a) five days before sale of the Property pursuant to any power of sale contained in this Security Instrument; (b) such other period as Applicable Law might specify for the termination of Borrower's right to reinstate; or (c) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note as if no acceleration had occurred; (b) cures any default of any other covenants or agreements; (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, property inspection and valuation fees, and other fees incurred for the purpose of protecting Lender's interest in the Property and rights under this Security Instrument; and (d) takes such action as Lender may reasonably require to assure that Lender's interest in the Property and rights under this Security Instrument, and Borrower's obligation to pay the sums secured by this Security Instrument, shall continue unchanged. Lender may require that Borrower pay such reinstatement sums and expenses in one or more of the following forms, as selected by Lender: (a) cash; (b) money order; (c) certified check, bank check, treasurer's check or cashier's check, provided any such check is drawn upon an institution whose deposits are insured by a federal agency, instrumentality or entity; or (d) Electronic Funds Transfer. Upon reinstatement by Borrower, this Security Instrument and obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under Section 18.

20. Sale of Note; Change of Loan Servicer; Notice of Grievance. The Note or a partial interest in the Note (together with this Security Instrument) can be sold one or more times without prior notice to Borrower. A sale might result in a change in the entity (known as the "Loan Servicer") that collects Periodic Payments due under the Note and this Security Instrument and performs other mortgage loan servicing obligations under the Note, this Security Instrument, and Applicable Law. There also might be one or more changes of the Loan Servicer unrelated to a sale of the Note. If there is a change of the Loan Servicer, Borrower will be given written notice of the change which will state the name and address of the new Loan Servicer, the address to which payments should be made and any other information RESPA requires in connection with a notice of transfer of servicing. If the Note is sold and thereafter the Loan is serviced by a Loan Servicer other than the purchaser of the Note, the mortgage loan servicing obligations to Borrower will remain with the Loan Servicer or be transferred to a successor Loan Servicer and are not assumed by the Note purchaser unless otherwise provided by the Note purchaser.

Neither Borrower nor Lender may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to this Security Instrument or that alleges that the other party has breached any provision of, or any duty owed by reason of, this Security Instrument, until such Borrower or Lender has notified the other party (with such notice given in compliance with the requirements of Section 15) of such alleged breach and afforded the other party hereto a reasonable period after the giving of such notice to take corrective action. If Applicable Law provides a time period which must elapse before certain action can be taken, that time period will be deemed to be reasonable for purposes of this paragraph. The notice of acceleration and opportunity to cure given to Borrower pursuant to Section 22 and the notice of acceleration given to Borrower pursuant to Section 18 shall be deemed to satisfy the notice and opportunity to take corrective action provisions of this Section 20.

21. Hazardous Substances. As used in this Section 21: (a) "Hazardous Substances" are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) "Environmental Law" means federal

Loan No: 129661356

Idaho--Single Family--Fannie Mae/Freddie Mac Uniform Instrument

Form 3013 1/01 (rev. 7/08)

MERS Modified

The Compliance Source, Inc.
www.compliance-source.com

Page 11 of 14 Modified by Compliance Source 14301ID 08/00 Rev. 07/08
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laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection; (c) "Environmental Cleanup" includes any response action, remedial action, or removal action, as defined in Environmental Law; and (d) an "Environmental Condition" means a condition that can cause, contribute to, or otherwise trigger an Environmental Cleanup.

Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances, or threaten to release any Hazardous Substances, on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property (a) that is in violation of any Environmental Law, (b) which creates an Environmental Condition, or (c) which, due to the presence, use, or release of a Hazardous Substance, creates a condition that adversely affects the value of the Property. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property (including, but not limited to, hazardous substances in consumer products).

Borrower shall promptly give Lender written notice of (a) any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge, (b) any Environmental Condition, including but not limited to, any spilling, leaking, discharge, release or threat of release of any Hazardous Substance, and (c) any condition caused by the presence, use or release of a Hazardous Substance which adversely affects the value of the Property. If Borrower learns, or is notified by any governmental or regulatory authority, or any private party, that any removal or other remediation of any Hazardous Substance affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law. Nothing herein shall create any obligation on Lender for an Environmental Cleanup.

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

22. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under Section 18 unless Applicable Law provides otherwise). The notice shall specify: (a) the default; (b) the action required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to bring a court action to assert the non-existence of a default or any other defense of Borrower to acceleration and sale. If the default is not cured on or before the date specified in the notice, Lender at its option may require immediate payment in full of all sums secured by this Security Instrument without further demand and may invoke the power of sale and any other remedies permitted by Applicable Law. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this Section 22, including, but not limited to, reasonable attorneys' fees and costs of title evidence.

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

Trustee shall deliver to the purchaser Trustee's deed conveying the Property without any covenant or warranty, expressed or implied. The recitals in the Trustee's deed shall be prima facie evidence of the truth of the statements made therein. Trustee shall apply the proceeds of the sale in the following order: (a) to all

Loan No: 129661356

Idaho--Single Family--Fannie Mae/Freddie Mac Uniform Instrument

Form 3013 1/01 (rev. 7/08)

MERS Modified

The Compliance Source, Inc.

Page 13 of 14 Modified by Compliance Source 143011D 08/00 Rev. 07/08

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expenses of the sale, including, but not limited to, reasonable Trustee's and attorneys' fees; (b) to all sums secured by this Security Instrument; and (c) any excess to the person or persons legally entitled to it.

23. **Reconveyance.** Upon payment of all sums secured by this Security Instrument, Lender shall request Trustee to reconvey the Property and shall surrender this Security Instrument and all notes evidencing debt secured by this Security Instrument to Trustee. Trustee shall reconvey the Property without warranty to the person or persons legally entitled to it. Such person or persons shall pay any recordation costs. Lender may charge such person or persons a fee for reconveying the Property, but only if the fee is paid to a third party (such as the Trustee) for services rendered and the charging of the fee is permitted under Applicable Law.

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

25. **Area and Location of Property.** The Property is (a) located within an incorporated city or village; (b) not more than 80 acres, regardless of its location, provided it is not principally used for the agricultural production of crops, livestock, dairy or aquatic goods; or (c) not more than 40 acres, regardless of its use or location.

The following signature(s) and acknowledgment(s) are incorporated into and made a part of this Idaho Deed of Trust dated June 4, 2009 between LARRY RAY CALHOUN, AN UNMARRIED MAN

CHARTERED SAVINGS BANK, INDYMAC FEDERAL BANK, FSB, A FEDERALLY and FIRST AMERICAN TITLE INSURANCE CO.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.

Larry Ray Calhoun (Seal)
LARRY RAY CALHOUN -Borrower
(Printed Name)

(Seal)
-Borrower
(Printed Name)

(Seal)
-Borrower
(Printed Name)

(Seal)
-Borrower
(Printed Name)

Loan No: 129661356

Idaho--Single Family--Fannie Mae/Freddie Mac Uniform Instrument
MERS Modified
The Compliance Source, Inc.
www.compliancesource.com

Form 3013 1/01 (rev. 7/08)

Page 13 of 14 Modified by Compliance Source 14301ID 08/00 Rev: 07/08
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ACKNOWLEDGMENT

State of Idaho §
County of Ada §

On this 4th day of June, in the year of 2009, before me
BARBARA S. TOPP, Notary Public personally appeared LARRY RAY CALHOUN

, known or identified to me
(or proved to me on the oath of _____), to be the person whose name is subscribed to the within
instrument, and acknowledged to me that he (or they) executed the same.



(Seal)

Barbara S. Topp
Signature of Officer

BARBARA S. TOPP
Printed Name

Notary Public
Title of Officer

My Commission Expires: 1/10/11

Loan No: 129661356

Idaho--Single Family--Fannie Mae/Freddie Mac Uniform Instrument

Form 3013 1/01 (rev. 7/08)

MERS Modified

The Compliance Source, Inc.

www.compliancesource.com

Page 14 of 14 Modified by Compliance Source 143011D 08/00 Rev. 07/08

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CHICAGO TITLE INSURANCE COMPANY AS ISSUING AGENT 1-800-943-1196

Title No NRE-NRR-T0090-016160

LEGAL DESCRIPTION

EXHIBIT "A"

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF Ada, STATE OF Idaho, AND IS DESCRIBED AS FOLLOWS:

ALL THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER LYING NORTH AND EAST OF THE TEED LATERAL AS SAID LATERAL WAS LOCATED ON SEPTEMBER 9, 1935. AND ALL THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER LYING WEST OF THE TEED LATERAL AS SAID LATERAL WAS LOCATED ON SEPTEMBER 9, 1935. ALL IN SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST OF THE BOISE MERIDIAN. EXCEPT THE FOLLOWING DESCRIBED PARCEL: FROM THE COMMON CORNER OF SECTIONS 14, 15, 22 AND 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, A DISTANCE OF 1,361.35 FEET ON A BEARING OF EAST TO THE POINT OF BEGINNING; THENCE EAST A DISTANCE OF 914.18 FEET; THENCE SOUTH 0°23'14" EAST A DISTANCE OF 657.20 FEET; THENCE SOUTH 89°44'08" WEST A DISTANCE OF 926.30 FEET; THENCE NORTH 0°39'18" WEST A DISTANCE OF 661.80 FEET TO THE POINT OF BEGINNING.

ALSO EXCEPT THE FOLLOWING DESCRIBED PARCEL: A PORTION OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHERLY QUARTER CORNER OF SAID SECTION 23, SAID POINT BEING LOCATED AT THE INTERSECTION OF SCHOOL AVENUE AND DEER FLAT ROAD AT CENTERLINE STATION 56+36.08 (SCHOOL AVENUE) PER THE PLANS OF SCHOOL AVENUE, PROJECT NO. 52060.0 ON FILE WITH THE ADA COUNTY HIGHWAY DISTRICT; THENCE SOUTH 00°00'15" EAST 788.00 FEET ALONG THE CENTERLINE OF SCHOOL AVENUE TO A POINT LOCATED ON THE CENTERLINE OF THE TEED LATERAL; THENCE NORTH 79°19'55" WEST, 25.44 FEET ALONG THE CENTERLINE OF THE TEED LATERAL TO A POINT IN THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF SCHOOL AVENUE, BEING 25.00 FEET LEFT OF STATION 48+52.79 PER SAID PLANS AND BEING THE POINT OF BEGINNING; THENCE NORTH 79°19'55" WEST 5.09 FEET ALONG THE CENTERLINE OF THE TEED LATERAL TO A POINT IN THE PROPOSED WESTERLY RIGHT-OF-WAY LINE OF SCHOOL AVENUE, BEING 30.00 FEET LEFT OF STATION 48+53.73 PER SAID PLANS; THENCE NORTH 00°00'15" WEST 731.77 FEET ALONG SAID PROPOSED WESTERLY RIGHT-OF-WAY LINE OF SCHOOL AVENUE TO A POINT 30.00 FEET LEFT OF STATION 55+85.00 PER SAID PLANS; THENCE NORTH 89°59'45" EAST 5.00 FEET TO A POINT IN THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF SCHOOL AVENUE, BEING 25.00 FEET LEFT OF STATION 55+85.00 PER SAID PLANS; THENCE SOUTH 00°00'15" EAST, 732.21 FEET ALONG SAID EXISTING WESTERLY RIGHT-OF-WAY LINE OF SCHOOL AVENUE TO THE POINT OF BEGINNING. ALSO EXCEPT THE FOLLOWING DESCRIBED PARCEL

A PARCEL OF LAND BEING ON THE RIGHT SIDE OF THE CENTERLINE OF DEER FLAT ROAD PROJECT NO. 25486.0 BRIDGE SURVEY, AS SHOWN ON THE PLANS THEREOF, NOW ON FILE IN THE OFFICE OF THE ADA COUNTY HIGHWAY DISTRICT, AND BEING ALL THAT PART OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER LYING NORTH AND EAST OF THE TEED LATERAL AND ALL THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER LYING WEST OF THE TEED LATERAL AS SAID TEED LATERAL IS NOW LOCATED AND CONSTRUCTED IN SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, AS FILED UNDER INSTRUMENT NO. 8942668, IN THE ADA COUNTY RECORDS, BOISE, IDAHO, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A FOUND 2-1/2" ALUMINUM CAP MONUMENT WHICH IS THE COMMON CORNER FOR SECTIONS 15, 14, 22, 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN; THENCE NORTH 89°59'43" EAST 2,275.53 FEET ALONG THE NORTH BOUNDARY OF SAID SECTION 23, SAID LINE ALSO BEING THE CENTERLINE OF DEER FLAT ROAD RIGHT-OF-WAY TO THE REAL POINT OF BEGINNING, AND ALSO BEING THE NORTHWEST CORNER OF A PARCEL OF LAND AS DESCRIBED BY THE LEGAL DESCRIPTION FILED UNDER INSTRUMENT NO. 8942668, IN THE ADA COUNTY RECORDS, BOISE, IDAHO; THENCE CONTINUING

NORTH 89°59'43" EAST, 336.95 FEET ALONG SAID ROAD CENTERLINE TO THE INTERSECTION WITH THE NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY OF N. SCHOOL STREET; THENCE SOUTH 00°02'50" EAST, 50.00 FEET ALONG SAID NORTHERLY EXTENSION OF THE WEST RIGHT-OF-WAY; THENCE NORTH 45°02'00" WEST 7.07 FEET; THENCE SOUTH 89°59'43" WEST 331.68 FEET PARALLEL WITH SAID NORTHERLY BOUNDARY TO A POINT ON THE WEST BOUNDARY OF SAID PARCEL AS FILED UNDER INSTRUMENT NO. 8942668; THENCE NORTH 00°23'31" WEST, 45.00 FEET ALONG THE WEST BOUNDARY OF SAID PARCEL AS FILED UNDER INSTRUMENT NO. 8942668 TO THE REAL POINT OF BEGINNING. AND FURTHER EXCEPTING THEREFROM: A PORTION OF THE NORTHEAST QUARTER NORTHWEST QUARTER OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST B.M., CITY OF KUNA, ADA COUNTY, IDAHO, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 23, SAID CORNER BEING LOCATED AT THE INTERSECTION OF SCHOOL AVENUE AND DEER FLAT

ROAD, BEING AT STATION 56+36.08 SCHOOL AVENUE, PER THE PLANS OF SCHOOL AVENUE, PROJECT NO. 52060.0 ON FILE WITH THE ADA COUNTY HIGHWAY DISTRICT; THENCE SOUTH 00°00'15" EAST 45.00 FEET ALONG THE CENTERLINE OF SCHOOL AVENUE, BEING THE NORTH-SOUTH CENTERLINE OF SAID SECTION 23, TO A POINT AT STATION 55+91.08 PER SAID PLANS; THENCE NORTH 89°57'43" WEST, 30.00 FEET TO A POINT IN THE EXISTING WESTERLY RIGHT-OF-WAY LINE OF SCHOOL AVENUE AND BEING IN THE SOUTHERLY RIGHT-OF-WAY LINE OF DEER FLAT ROAD, BEING 30.00 FEET LEFT OF STATION 55+91.10 PER SAID PLANS, BEING THE POINT OF BEGINNING; THENCE SOUTH 00°00'00" 15 EAST, 17.00 FEET ALONG SAID EXISTING WESTERLY RIGHT-OF-WAY LINE TO A POINT 30.00 FEET LEFT OF STATION 55+74.10 PER SAID PLANS; THENCE NORTH 44°58'59" WEST, 24.05 FEET TO A POINT IN THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF DEER FLAT ROAD, BEING 47.00 FEET LEFT OF STATION 55+91.11 PER SAID PLANS; THENCE SOUTH 89°57'43" EAST, 17.00 FEET ALONG THE EXISTING SOUTHERLY RIGHT-OF-WAY LINE OF DEER FLAT ROAD TO THE POINT OF BEGINNING.

PARCEL ID: N/A.

Commonly known as 1425 North SCHOOL Avenue, Kuna, ID 83634
 However, by showing this address no additional coverage is provided



U00715362

2442 6/12/2009 75748942/1



City of Kuna AFFIDAVIT OF LEGAL INTEREST

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

RECEIVED

NOV 20 2015

CITY OF KUNA

State of Idaho)
) ss.
County of Ada)

I, Larry Calhoun , 1425 N. School AVE
Name Address
Kuna , IDAHO 83634
City State Zip Code

being first duly sworn upon oath, depose and say:

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

A. That I am the record owner of the property described on the attached, and I grant my permission to Logan Patten 6205 Deer Flat Rd Nampa ID 83686
Name Address
Liberty Investments Inc - PO Box 412 Kuna ID 83634
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 21st day of September, 20 15

Larry Calhoun
Signature

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



Kara Medrano
Notary Public for Idaho

Residing at: Kuna, Id

My commission expires: 9-3-21

Exhibit
A-2
F

RECORD OF SURVEY

A PORTION OF THE NE 1/4 NW 1/4 OF SECTION 23, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY, IDAHO

RECORD OF SURVEY NO. _____

COUNTY RECORDER'S CERTIFICATE

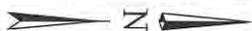
INSTRUMENT NUMBER: _____ FEE _____

STATE OF IDAHO } S.S.

COUNTY OF ADA

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED IN THE OFFICE OF SKINNER LAND SURVEY MANUITS PAST AT _____ O'CLOCK _____ M. THIS DAY OF _____ 2015.

EX-OFFICIO RECORDER DEPUTY _____



Scale: 1" = 80'

LEGEND

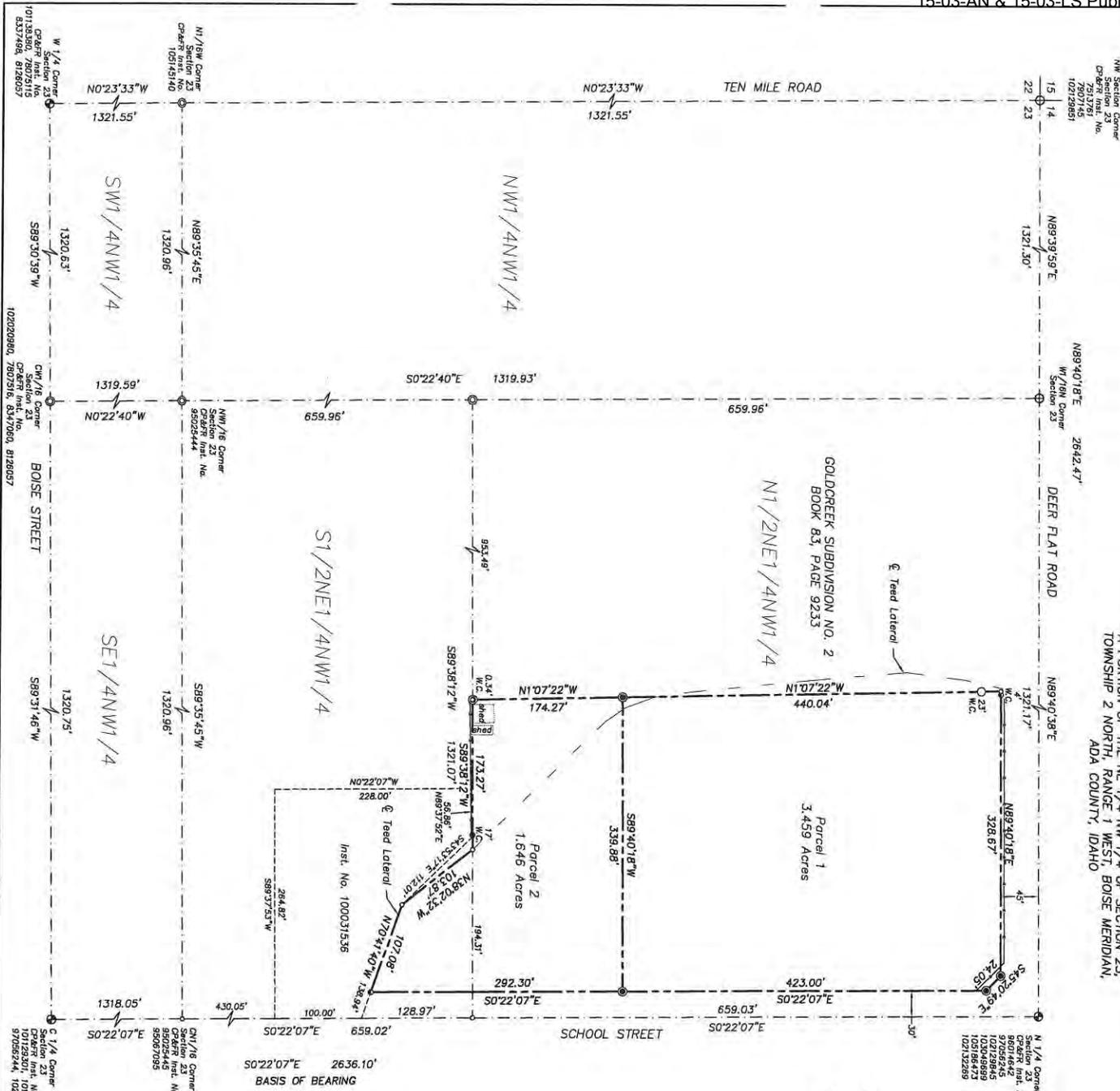
- BRASS CAP MONUMENT - FOUND
- ⊕ ALUMINUM CAP MONUMENT - FOUND
- ⊙ 5/8" REBAR - FOUND
- ⊙ 5/8" x 30" REBAR - SET
- 1/2" REBAR - FOUND
- 1/2" x 24" REBAR - SET
- MAGNAIL & ALUMINUM WASHER - SET
- CALCULATED POINT
- PROPERTY BOUNDARY LINE
- SECTION/ALLOT PART LINE
- FENCE LINE
- W.C. WITNESS CORNER

CERTIFICATION

I, Thomas J. Welland, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this map has been prepared from an actual survey made on the ground under my direct supervision, that this map is an accurate representation of said survey, and that it is in conformity with the Corner Perpetuation Act, Idaho Code 55-1601 through 55-1612.



Exhibit A-2 9



INDEX No. 214-23-4-1-0-00-00

SURVEY POR: LOGAN PATTEN

Drawn By: SLW

Date: May 21, 2015

Surveyed By: TLW

Job No. AP1615

Skinner Land Surveyors, P.C.
21651 Upper Pleasant Ridge Rd.
Boise, Idaho 83725
(208) 434-0833
WWW.SKINNERLANDSURVEY.COM



RECEIVED
DEC 01 2015
CITY OF KUNA

Neighborhood Meeting Certification

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

GENERAL INFORMATION:

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

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

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

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

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

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

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

Description of proposed project: Annexation & split of property. Then create residential
 Date and time of neighborhood meeting: October 29, 2015 @ 6:30 PM ^{& commercial lots.}
 Location of neighborhood meeting: 1425 N School Ave, Kuna ID 83634

SITE INFORMATION:

Location: Quarter: _____ Section: 23 Township: 2N Range: 1W Total Acres: _____
 Subdivision Name: _____ Lot: _____ Block: _____
 Site Address: 1425 N School Ave Tax Parcel Number(s): 81323212406
Kuna, ID 83634

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

CURRENT PROPERTY OWNER:

Name: Larry Calhoun
 Address: 1425 N School Ave City: Kuna State: ID Zip: 83634

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

Name: Kristina Boatwright Business (if applicable): Liberty Investments, Inc
 Address: PO Box 412 City: Kuna State: ID Zip: 83634

Exhibit
A-2
h

PROPOSED USE:

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

Application Type

- Annexation
- Re-zone
- Subdivision (Sketch Plat and/or Prelim. Plat)
- Special Use
- Variance
- Expansion of Extension of a Nonconforming Use
- Zoning Ordinance Map Amendment

Brief Description

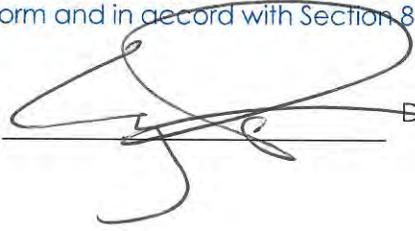
Annex in whole parcel to split off 3 Acres
Higher Density & Commercial
Included -

APPLICANT:

Name: Liberty Investments, Inc
 Address: PO Box 410
 City: Kuna State: ID Zip: 83634
 Telephone: 880-9546 Fax: 800-886-7433

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with Section 8-7A-3 of the Kuna City Code

Signature: (Applicant)

 Date 11/15/15

SIGN IN SHEET

PROJECT NAME: School Street

Date: 10/26/15

	<u>Name</u>	<u>Address</u>	<u>Zip</u>	<u>Phone</u>
1	PAUL DEASON	1441 N KENNETH		6974986
2	Joe Ziegler	1703 N ANDREW LN		937 1601
3	Logan Patten	6205 Duft	83686	880-9546
4				
5				
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Neighborhood Meeting for Planned Development at 1425 N School Ave, Kuna ID 83634

October 30, 2015

Meeting started at 6:10 pm and a sign in sheet was available for everyone in attendance to sign. There were three concerns that came up.

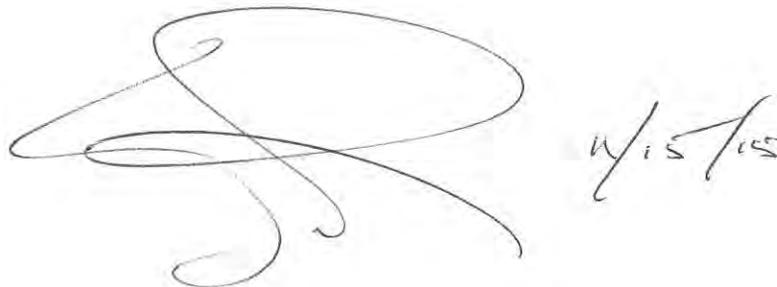
First, was that our company was putting a roundabout in at North School Avenue and Deer Flat Road. It was difficult to help people understand that we were developing the property located at 1425 N School Ave into residential and commercial lots.

Second, some were concerned that this would increase traffic. This is a valid concern that will need to be addressed in the development process.

Third, some were upset over how much money developers make. This is something that we didn't expand on since it is not relevant to the issue at hand.

After all concerns were addressed, most felt that it was good to see larger lot sizes being developed for residential.

Meeting adjourned at 7:05 pm.

A large, stylized handwritten signature in black ink, followed by the date "11/5/15" written in a similar cursive style.

RECEIVED

NOV 20 2015

CITY OF KUNA



City of Kuna COMMITMENT TO PROPERTY POSTING

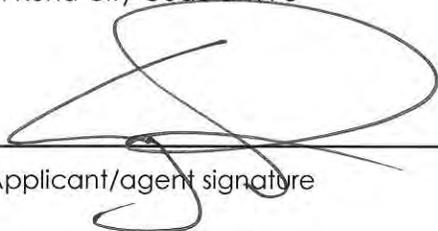
City of Kuna
P.O. Box 13
Kuna, Idaho 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.cityofkuna.com

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

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

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

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



Applicant/agent signature

9/3/15
Date



WILL PATTERSON
CHAIRMAN OF THE BOARD
MAX SVATY
VICE CHAIRMAN OF THE BOARD
TIMOTHY M. PAGE
PROJECT MANAGER
ROBERT D. CARTER
ASSISTANT PROJECT MANAGER
APRYL GARDNER
SECRETARY-TREASURER

BOISE PROJECT BOARD OF CONTROL
(FORMERLY BOISE U.S. RECLAMATION PROJECT)
2465 OVERLAND ROAD
BOISE, IDAHO 83705-3155

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

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

JERRI FLOYD
ASSISTANT SECRETARY-
TREASURER

14 January 2016

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

City of Kuna
P.O. Box 13
Kuna, Idaho 83634

RECEIVED
JAN 19 2016
CITY OF KUNA

RE: Liberty Investments, LLC
1425 N. School Ave
NEC- Deer Flat Road & School Ane.
Boise-Kuna Irrigation District
Teed Lateral 170+00, 181+50
Sec. 11, T2N, R1W, BM.

15-01-AN, 15-03-LS
BK-370

Trevor Kesner, Planner:

The United States' Teed Lateral lies within the boundary of the above-mentioned location. The easement for this canal is held in the name of the United States through the Bureau of Reclamation under the authority of the Act of August 30, 1890. (26 Stat. 391; 43 U.S.C. 945)

The Boise Project Board of Control is contracted to operate and maintain this canal. We assert the federal easement 25 feet west and southwest and 25feet east and northeast of the canal's centerline. Whereas this area is for the operation and maintenance of our facility, no activity should hinder our ability to do so.

The Boise Project does not approve landscaping (other than grass) within its easements, as this will certainly increase our cost of maintenance.

Fencing (as may be required) must be constructed just off the canal easement, to insure public safety and prevent encroachments.

Parking lots, curbing, light poles, signs, etc. and the placing of asphalt and/or cement over Project facility easements must be approved by Boise Project Board of Control prior to construction.

Project facilities and/or easements that parallel, and are within and/or intended to be within road right-of-ways due to any development of this property must be relocated outside of road right-of-



ways. The easements of Boise Project facilities will remain the same unless agreed upon and/or approved with written permission from Boise Project Board of Control.

The construction of any roadway crossings must be conducted only during the non-irrigation season when the canal is dewatered. In any case no work shall take place within the easement before the proper crossing agreements have been secured through the Bureau of Reclamation and the Boise Project Board of Control.

Utilities planning to cross any project facility must do so in accordance with the master policies now held between the Bureau of Reclamation and most of the utilities. In any case, no work shall take place within the easement before proper crossing agreements have been secured through both the Bureau of Reclamation and the Boise Project Board of Control.

Crossing agreements must be secured and signed by all parties prior to March 1st of each year. A time schedule for the construction to be done during the non-irrigation season must be approved by Boise Project prior to any activity within Project easements. No construction will be allowed within the easement boundaries of the Boise Project Board of Control facilities after March 15th of each year. However, on a case by case basis, overhead utilities and utilities boring underneath a Project facility may be allowed after March 15th if reviewed and approved by the Boise Project.

The piping and relocation of any Lateral, Canal and/or Drain must be reviewed and approved by the Project and is (to include all appurtenant boxes and/or structures) and must be warranted by the landowner for a period of (5) five-years. The Warrantee Agreement must be secured prior to ANY disturbance of that facility.

Boise Project Board of Control must approve any requests and/or relocation of delivery points prior to construction.

Storm Drainage and/or Street Runoff must be retained on site.

NO DISCHARGE into any live irrigation system is permitted.

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

Should there be any small (neighborhood) irrigation ditches on this site, the developers and/or landowners will be obligated to protect them and allow water to pass to downstream neighbors.

This development is subject to Idaho Code 31-3805, in accordance, this office is requesting a copy of the irrigation and drainage plans.

Whereas this property lies within the Boise-Kuna Irrigation District it is important that representatives of this development contact the BKID office as soon as possible to discuss a pressure system prior to any costly design work. If applicable, the irrigation system will have to be built to specific specifications as set by the District / Project.

Boise Project Board of Control must receive a written response from the Boise-Kuna Irrigation District as to who will own and operate the pressure irrigation system prior to review and approval of an irrigation plan by Boise Project Board of Control.

Wording on the preliminary and final recorded plat needs to state that any proposed and/or future usage of the Boise Project Board of Control facilities are subject to Idaho Statues, Title 42-1209.

Future preliminary and final plats must call out the Project easements and the plats must also note, which lots have surface irrigation water rights and which lots do not.

We request a copy of the recorded final plat and/or record of survey (to include instrument, book and page numbers) be sent to the Boise Project Board of Control so we may track this project to closure.

Whereas this development is in its preliminary stages, Boise Project Board of Control reserves the right to review plans and require changes when our easements and/or facilities are affected by unknown factors.

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

Sincerely,



Thomas Ritthaler
Entry Managemnt / GIS

tbr/tr

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

**IDAHO TRANSPORTATION DEPARTMENT**

P.O. Box 8028
Boise, ID 83707-2028

(208) 334-8300
itd.idaho.gov

January 15, 2016

Trevor Kesner
City of Kuna, Planning and Zoning Department
P.O. Box 13
Kuna, ID 83634

VIA EMAIL

RE: 15-04-AN & 15-03-LS CALHOUN

The Idaho Transportation Department has reviewed the referenced annexation and lot split application for the Calhoun property at 1425 N. School Ave. west of SH-69. ITD has the following comments:

1. ITD has no objection to the requested application and does not require any mitigation.
2. This property does not abut the State highway system.

If you have any questions, you may contact Shona Tonkin at 334-8341 or me at 332-7191.

Sincerely,

A handwritten signature in blue ink that reads "James K. Morrison".

James K. Morrison
Development Services Manager
jim.morrison@itd.idaho.gov

Exhibit

B-2

LEGALS

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

FILE NUMBERS 15-01-AN (Annexation) and 15-03-LS (Lot Split)
– Liberty Investments/Calhoun

PROJECT DESCRIPTION Applicant requests to Annex approximately 4.7 +/- acre parcel into Kuna City from RUT (Rural-Urban Transitional) to R-6 (Residential District). This request proposes to split 3.5 acres from the existing 4.7 for future development.

SITE LOCATION
1425 N. School Ave.
(intersection of Deer Flat Road and School Avenue),
Kuna, Idaho 83634

APPLICANT/ REPRESENTATIVE
Liberty Investments, LLC
PO Box 412
Kuna, Idaho 83634
208. 880.9546
logan@libinc.net

SCHEDULED HEARING DATE Tuesday, March 01, 2016 7:00 P.M.

STAFF CONTACT
Trevor Kesner, Planner II
Trevor@cityofkuna.com
Phone: 922.5274
Fax: 922.5989

File #16-01-ZOA – Zoning Ordinance Amendment

NOTICE IS HEREBY GIVEN that the Kuna Planning and Zoning Commission will hold a public hearing March 8, 2016 at 6:00 p.m. or soon thereafter at the Kuna City Hall, 763 W. Avalon, Kuna, ID to receive public input on a request from City of Kuna to amend the current Street Light Ordinance (KCC 6-4-2). All interested parties are invited to attend and provide comment. Copies of the proposed ordinance are available from the Planning and Zoning Department and will be posted on the City website, www.kunacity.id.gov. The public is invited to present written or oral comments. Any written testimony must be submitted by April 30, 2008 (For those not able to make such date please contact staff). Please mail comments to P.O. Box 13, Kuna, Idaho 83634; or drop them off at City Hall, 763 W. Avalon St., Kuna, Idaho 83634. If you have any questions about the ordinance proposal or require special accommodation, please contact the Kuna Planning and Zoning Department before the meeting at 208-922-5274. Please do not contact any decision-makers; Planning & Zoning Commissioners, City Council Members, or the Mayor on any hearing applications it is considered ex-parte. Kuna Planning and Zoning Department



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 PROOF OF PROPERTY POSTING

This notice shall confirm that the Public Hearing Notice for 1425 N School Ave, Kuna ID 83634 was posted as required per Kuna City Ordinance 5-1-5B. Sign posted Saturday, January 20, 2016. *This form is required to be returned three (3) calendar days subsequent to posting and signs are to be removed from the site three (3) calendar days after the hearing.*

DATED this 22nd day of February, 2016

Signature,

Owner/Developer

STATE OF IDAHO)
County of ADA); ss)

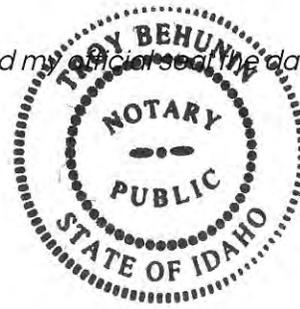
On this 22nd day of February, 2016, before me the undersigned, a Notary Public in and for said State, personally appeared before me (Owner, Developer).

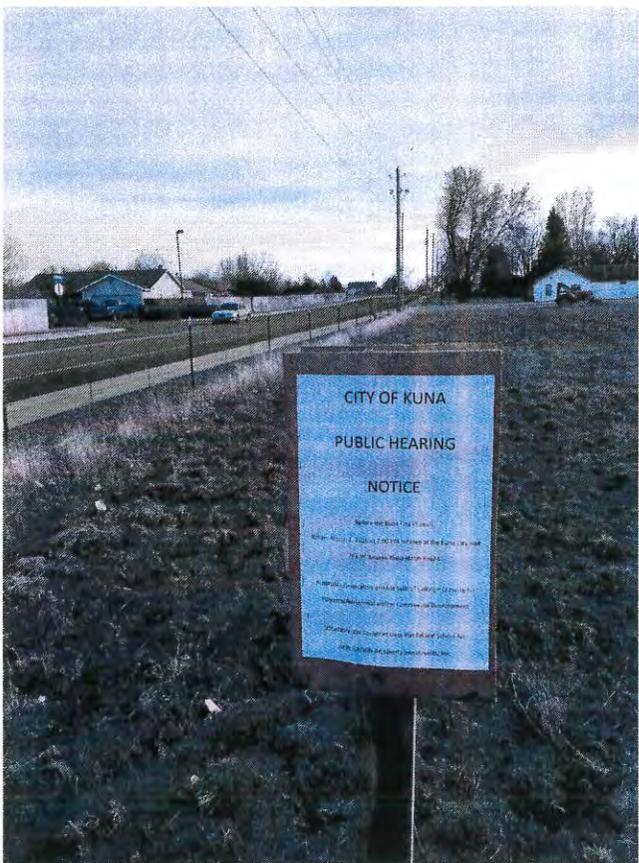
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal this day and year in this certificate first above written.


Notary Public

Residing at 763 W. Anthony, Kuna, ID

Commission Expires 4 NOV. 2020







CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
www.cityofkuna.com

GORDON N. LAW
CITY ENGINEER

Telephone (208) 287-1727; Fax (208) 287-1731

Email: glaw@cityofkuna.com

MEMORANDUM

TO: Director of Kuna Planning and Zoning

FROM: Gordon N. Law
Kuna City Engineer

RE: Larry Calhoun/Liberty Investment
Annexation, Lot Split
15-03-AN, 15-03-LS

DATE: January 22, 2016

The City Engineer has reviewed the annexation request of the above applicant dated November 24, 2015. It is noted that specific development plans are not provided except those implied as allowed or permitted in an "R-6" zone. It is understood, however, the applicant intends to re-zone and develop portions of this property under terms of future land-use actions. The applicant intends to split the property leaving the existing homestead on one parcel to be retained by the original owner and the second parcel to be developed. The applicant desires City services for these future developments.

The recommendation of the City Engineer is to proceed with this annexation and address any issues raised below in connection with the future land-use actions. Accordingly, the City Engineer provides the following comments:

1. Sanitary Sewer Needs

- a) The applicant's property to be annexed is presently used for agricultural purposes and presently does not require City services. As developed property, it will require municipal sewer service. The City Engineer recommends ultimate connection to City facilities.
- b) Wastewater from the applicant's property would be treated in the North Treatment Plant which has sufficient capacity to serve this site.
- c) The nearest point of connection for the Calhoun property is an 8-inch sewer main in N School Avenue. When connecting to the sewer system, the applicant will need to abide by any relevant sewer reimbursement policies and agreements and any relevant connection fees.

- d) The existing homesteads appear to be served by its own septic tank and drain field. If the site system fails or the use of the property is changed or expanded beyond that proposed in this application, the City Engineer recommends connection to City facilities.
- e) For assistance in locating existing facilities and understanding issues associated with connection, please contact the City Engineer at 287-1727.

2. Potable Water Needs

- a) The applicant's property to be annexed is presently used for agricultural purposes and does not require City services. As developed property, it will require municipal water service for potable and fire protection needs.
- b) The nearest point of connection for the Calhoun property is a 10-inch water main in W. Deer Flat Road and N School Avenue. When connecting to the water system, the applicant will need to abide by any relevant water reimbursement policies and agreements and any relevant connection fees.
- c) Improvements necessary to provide adequate fire protection as required by Kuna Fire District will be required of the development.
- d) The existing homesteads appear to be served by its own well. If the site system fails or the use of the property is changed or expanded beyond that proposed in this application, the City Engineer recommends connection to City facilities.
- e) For assistance in locating existing facilities, please contact the City Engineer at 287-1727.

3. Pressure Irrigation

- a) The property's irrigation needs are presently served by its own well and surface water rights held in trust by the Boise-Kuna Irrigation District.
- b) The nearest point of connection for the Calhoun property are pressure irrigation mains in easements adjacent to W. Deer Flat Road and N School Avenue. When connecting to the pressure irrigation system, the applicant will need to abide by any relevant water reimbursement policies and agreements and any relevant connection fees.

4. Grading and Storm Drainage

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

- a) Please provide a grading and drainage plan which supports and maintains all upstream drainage rights and all downstream irrigation delivery rights as they presently exist for this property.
- b) If impervious area is increased, please provide a storm water disposal plan acceptable to the City Engineer which accounts for the increased storm water drainage. Please provide detail drawings of drainage facilities for review.
- c) Any increase in quantity or rate of runoff or decrease in quality of runoff from the site compared to historical conditions must be detained, treated and released at rates no greater than historical amounts.
- d) If offsite disposal of storm water in excess of historical rates or conditions is proposed, or disposed at locations different than provided historically, the approval of the affected entities is required.

5. General

The following is not required for annexation but will be required in connection with future land use applications:

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

6. Inspection Fees

An inspection fee will be required for City inspection of the construction of any **public** water, sewer and irrigation facility associated with this development. The developer will still require a qualified responsible engineer to do sufficient inspection to justly certify to DEQ the project was completed in accordance with approved plans and specifications and to provide accurate as-built drawings to the City. The developer’s engineer and the City’s inspector are permitted to coordinate inspections as much as possible. The current inspection fee is \$1.00 per lineal foot of sewer, water and pressure irrigation pipe and payment is due and payable prior to City’s approval of final construction plans. **If no public water, sewer and irrigation construction work is done (such as with a stand-alone annexation), no fees are required.**

7. Right-of-Way

The subject property fronts on its north and east sides on existing section line and quarter-section streets (W. Deer Flat Road and N. School Avenue). The following conditions are related to these classified streets and apply at the time of development:

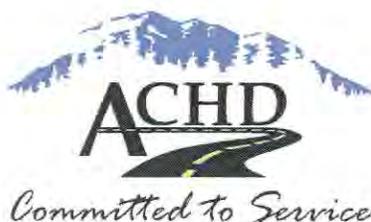
- a) Sufficient half right-of-way on the quarter line and section line for existing and future classified streets should be provided pursuant to City and ACHD standards.
- b) It is recommended approaches onto the classified streets complies with ACHD approach policies.
- c) It is recommended sidewalk,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

8. As-Built Drawings

As-built drawings are required at the conclusion of any public facility construction project and are the responsibility of the developer's engineer. The city may help track changes, but will not be responsible for the finished product. As-built drawings will be required before occupancy or final plat approval is granted. **If no public facilities are constructed (such as with a stand-alone annexation) , no as-built drawings are required but may be required in connection with future development.**

9. Property Description

- a) The applicant provided a metes and bounds property description of the subject parcel.



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

January 19, 2016

To: Liberty Investments
 Logan Patten
 PO Box 412
 Kuna, ID 83634

Subject: KUNA16-0002/ 15-03-AN/ 15-03-LS
 1425 N School Avenue
 Annexation, lot split, and concept plan for future mixed use development

In response to your request for comment, the Ada County Highway District has reviewed the submitted application and concept plan for the item referenced above.

This application is for a concept plan only. Listed below are some of the findings for consideration that the District has identified specific to the site. Further review will be required and the District may add additional findings for consideration when it reviews a future development application.

A. Findings of Fact

1. Right-of-Way – Deer Flat Road

- a. **Arterial Roadway Policy:** District Policy 7205.2.1 states that the developer is responsible for improving all street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Street Section and Right-of-Way Width Policy: District Policies 7205.2.1 & 7205.5.2 state that the standard 5-lane street section shall be 72-feet (back-of-curb to back-of-curb) within 96-feet of right-of-way. This width typically accommodates two travel lanes in each direction, a continuous center left-turn lane, and bike lanes on a minor arterial and a safety shoulder on a principal arterial.

Right-of-Way Dedication: District Policy 7205.2 states that The District will provide compensation for additional right-of-way dedicated beyond the existing right-of-way along arterials listed as impact fee eligible in the adopted Capital Improvements Plan using available impact fee revenue in the Impact Fee Service Area.

No compensation will be provided for right-of-way on an arterial that is not listed as impact fee eligible in the Capital Improvements Plan.

The District may acquire additional right-of-way beyond the site-related needs to preserve a corridor for future capacity improvements, as provided in Section 7300.

Exhibit

B-5

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, arterial street requirements, and specific roadway features required through development.

The intersection of Deer Flat Road and School Street is designated in the MSM for a future single-lane roundabout. Additional right-of-way will be required to accommodate the roundabout as shown in Attachment 1.

- b. **Staff Comments:** The District Master Street Map (MSM) policy will guide the requirement for right-of-way dedication. The MSM calls for a planned roundabout at the intersection of Deer Flat Road and School Avenue. When traffic control is warranted at this intersection, ACHD will evaluate how the intersection will be designed to determine at that time whether a roundabout or a traffic signal is warranted.

The applicant will be required to coordinate with District Staff to dedicate sufficient right-of-way to accommodate the single-lane roundabout at the Deer Flat/School Avenue intersection; and dedicate 48-feet of right-of-way for the remaining portion of the site to the west property line from centerline of Deer Flat Road abutting the site.

2. Improvements – Deer Flat Road

- a. **Frontage Improvements Policy:** District Policy 7205.2.1 states that the developer shall widen the pavement to a minimum of 17-feet from centerline plus a 3-foot wide gravel shoulder adjacent to the entire site. Curb, gutter and additional pavement widening may be required (See Section 7205.5.5).

Sidewalk Policy: District Policy 7205.5.7 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all arterial streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

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

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

- b. **Staff Comments:** The applicant will be required to construct a 5-foot wide detached sidewalk 44-feet from centerline to front face of sidewalk along Deer Flat Road abutting the site.

3. Driveways

Deer Flat Road

- a. **Access Policy:** District policy 7205.4.6 states that direct access to minor arterials is typically prohibited. If a property has frontage on more than one street, access shall be taken from the street having the lesser functional classification. If it is necessary to take access to the higher classified street due to a lack of frontage, the minimum allowable spacing shall be based on Table 1a under District policy 7205.4.6, unless a waiver for the access point has been approved by the District Commission.

Driveway Location Policy: District policy 7205.4.5 requires driveways located on minor arterial roadways from a signalized intersection with a single left turn lane shall be located a minimum of 330-feet from the nearest intersection for a right-in/right-out only driveway and a minimum of 660-feet from the intersection for a full-movement driveway.

Successive Driveways: District policy 7205.4.6 Table 1a, requires driveways located on minor arterial roadways with a speed limit of 40 MPH to align or offset a minimum of 330-feet from any existing or proposed driveway.

Driveway Width Policy: District policy 7205.4.8 restricts high-volume driveways (100 VTD or more) to a maximum width of 36-feet and low-volume driveways (less than 100 VTD) to a maximum width of 30-feet. Curb return type driveways with 30-foot radii will be required for high-volume driveways with 100 VTD or more. Curb return type driveways with 15-foot radii will be required for low-volume driveways with less than 100 VTD.

- b. **Staff Comments:** Any potential future driveway onto Deer Flat Road should meet the minimum spacing requirements per policy.

4. Driveways

School Avenue

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

Successive Driveways: District policy 7206.4.5 Table 1, requires driveways located on collector roadways with a speed limit of 20 MPH and daily traffic volumes greater than 200 VTD to align or offset a minimum of 245-feet from any existing or proposed driveway.

- b. **Staff Comments:** Any potential future driveway onto School Avenue should meet the minimum 150-feet from the intersection requirement and/or be located outside the are of influence of the intersection. Of special note, in the event the intersection is constructed as a roundabout, access may be limited and/or restricted to right-in/right-out.

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

Sincerely,



Stacey Yarrington
Planner III
Development Services

cc: City of Kuna
Larry Calhoun

Standard Conditions of Approval

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).
2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.
3. In accordance with District policy, 7203.6, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant's engineer should provide documentation of ADA compliance to District Development Review staff for review.
4. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.
5. A license agreement and compliance with the District's Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.
6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.
7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.
8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District's Utility Coordinator at 387-6258 (with file numbers) for details.
9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.
10. Construction, use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.
11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant's authorized representative and an authorized representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.
12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.

Request for Appeal of Staff Decision

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

1/7/2016

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

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CITY OF KUNA

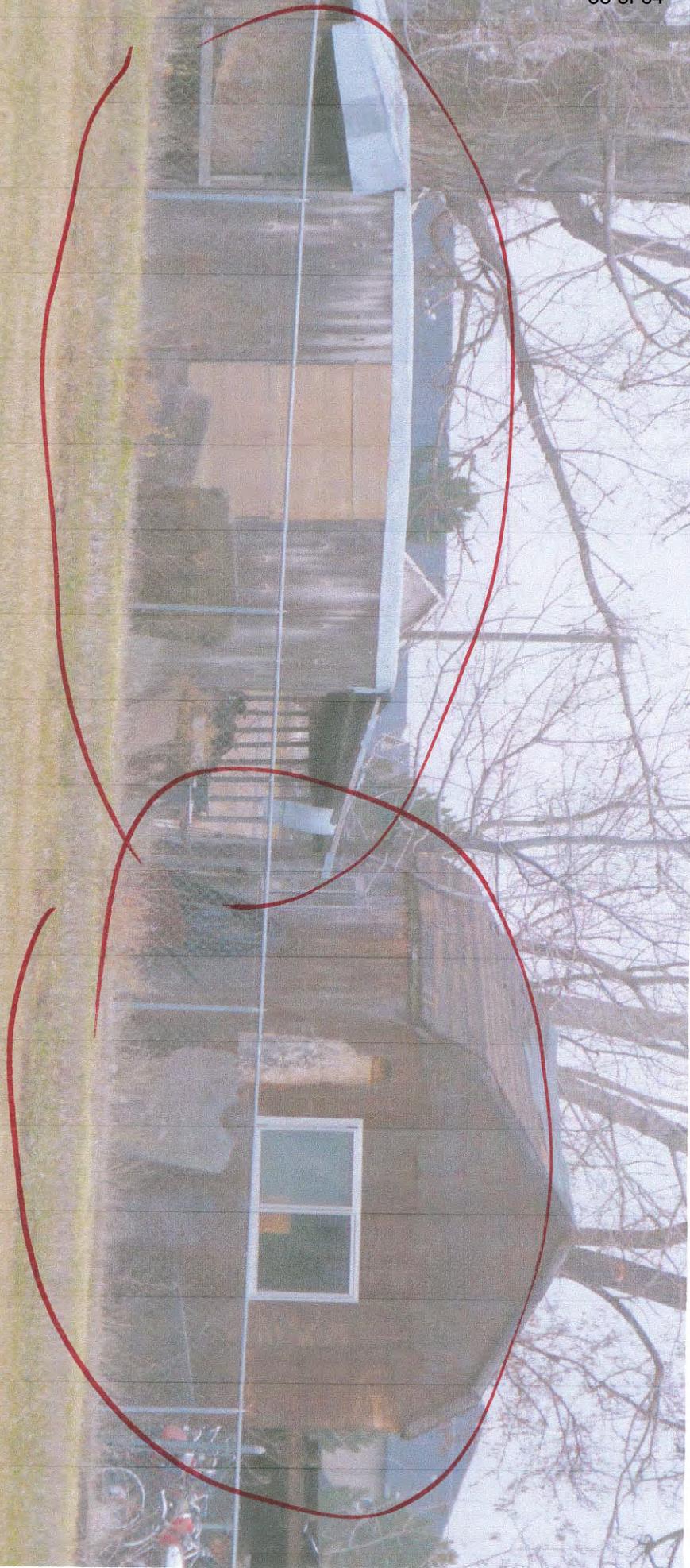
Re: Case 15-03-AN & 15-03-LS (Calhoun)

There are 4 issues, that as an adjacent property owner, would like addressed.

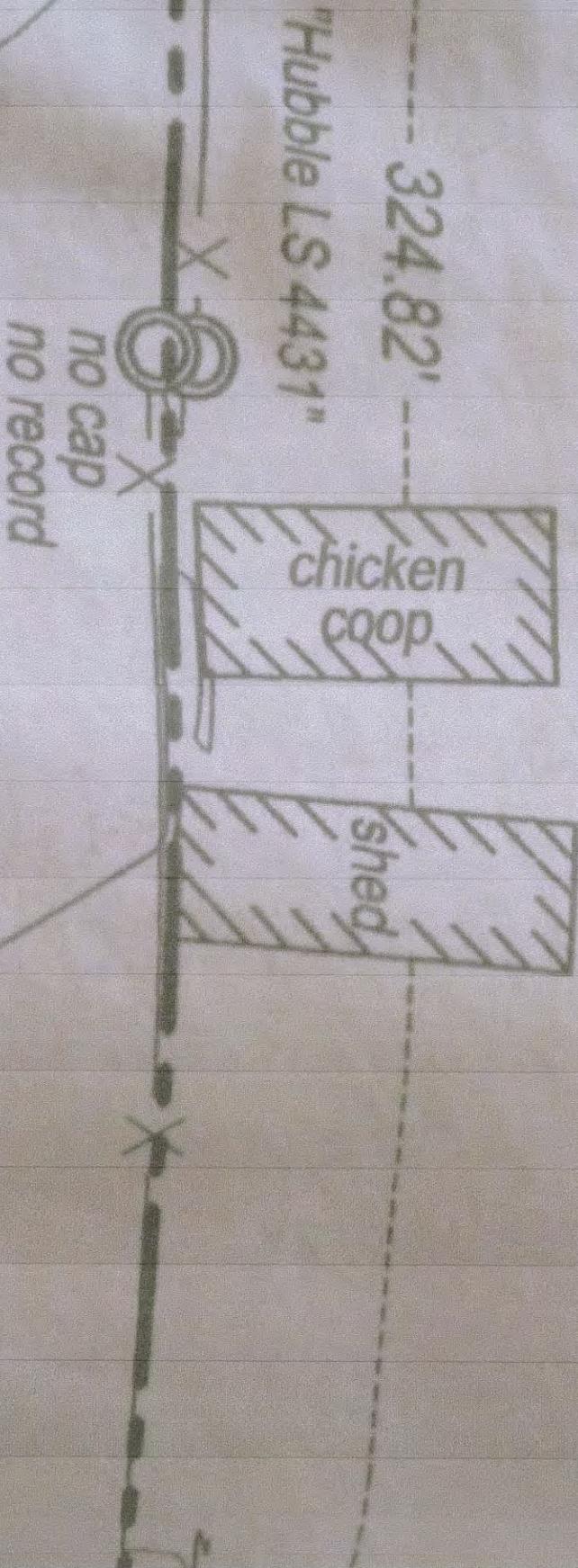
- 1). Encroachment on property line, southern fence is outside surveyed property line.
- 2). Two additional buildings not represented in conceptual site plan. These are located along the property line. Questions: Why not represented, and disposition with proposed site?
- 3). There have been issues with irrigation drainage that has flooded along the property line. It became an issue with Calhoun in the past and has to be drained off of irrigated field.
- 4). An old grow tree is along the Teed Lateral located on the property. The tree has been home to Hawks & Eagles for 20 yrs. There have been chicks raised out of that nest for over 15 years. It would be a shame to lose this asset to the community that declares it's self as the "Gateway to the Birds of Prey", because of an oversight or lack of information.

Scott Nicholas
PO Box 5
Kuna, ID 83634

Cc: Liberty Inc
PO Box 412
Kuna, ID 83634



Buildings not on site plan on property line.



*Buildings located along property line
Hubble Land Survey 4431?*

156 Main @ 350
500

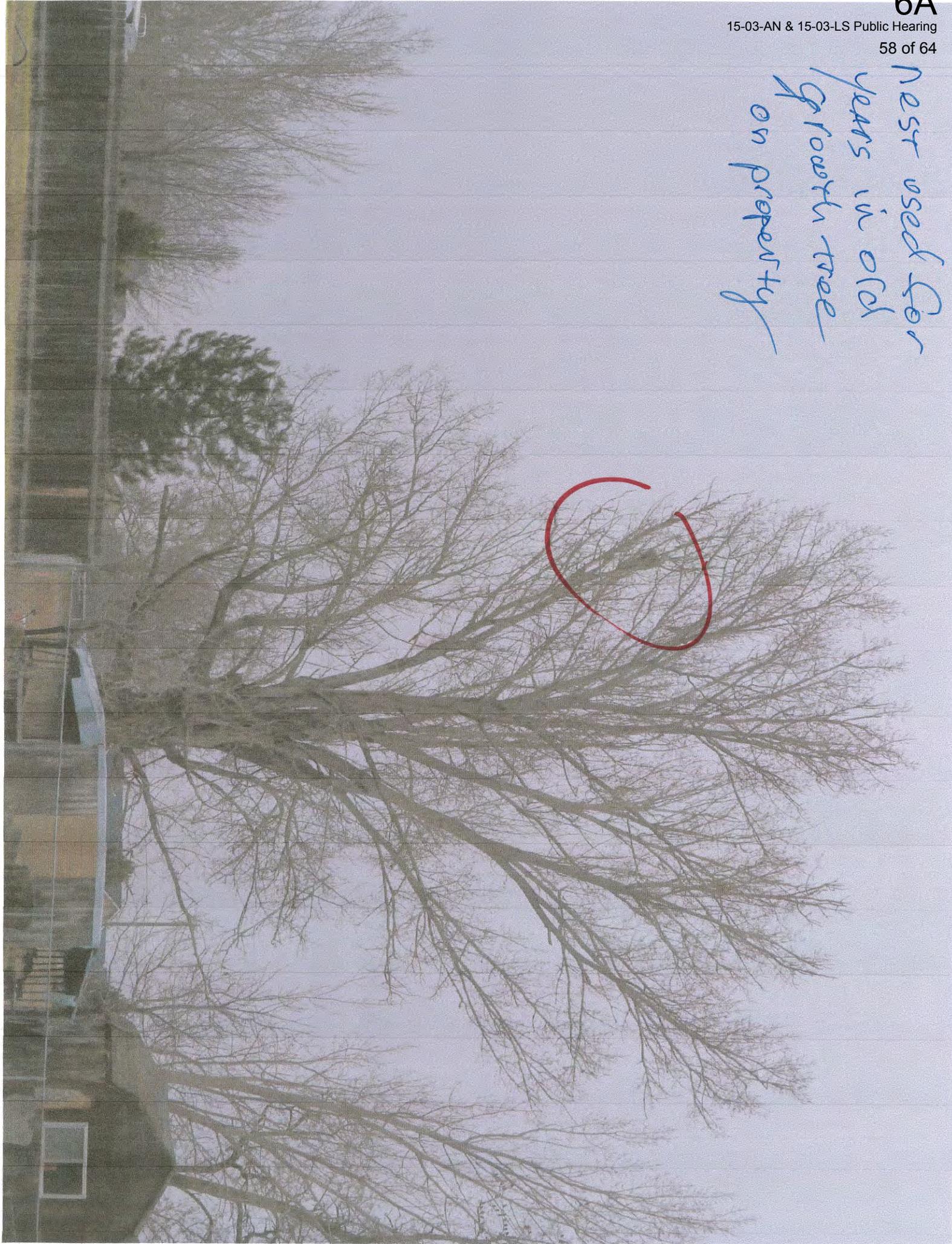


CONCEPTUAL SITE PLAN
DEER FLAT RD & N SCHOOL AVE
KUNA, ADA COUNTY, IDAHO

Job Number: 950020.0000
 Date: 2-12-2015
 Scale: 1"=40'
 Sheet 1 of 1
 1 Sheets



Nest used for
years in old
growth tree
on property



Resident in old growth tree on
property





City of Kuna

P&Z Findings of Fact and Conclusions of Law

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

To: Planning and Zoning Commission

Case Number(s): 15-03-AN (Annexation) and 15-03-LS (Lot Split)
Liberty Investments/Calhoun Annexation

Location: 1425 N. School Ave.
 Kuna, Idaho 83634

Planner: Trevor Kesner, Planner II

Hearing Date: February 9, 2016

Applicant: Liberty Investments, Inc.
 C/o Logan Patten
 PO Box 412
 Kuna, Idaho 83634
logan@libinc.net

Table of Contents:

- A. Course Proceedings
- B. Applicants Request
- C. Vicinity and Aerial Maps
- D. History
- E. General Project Facts
- F. Staff Analysis
- G. Applicable Standards
- H. Comprehensive Plan Analysis
- I. Findings of Fact
- J. Conclusions of Law
- K. Decision by the Commission

A. Course of Proceedings

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

a. Notifications

- | | |
|---------------------------|---------------------------------------|
| i. Neighborhood Meeting | October 29, 2015 (3 persons attended) |
| ii. Agencies Notified | December 29, 2015 |
| iii. 300' Property Owners | December 23, 2015 |
| iv. Kuna, Melba Newspaper | January 13, 2016 |
| v. Site Posted | January 16, 2016 |

B. Applicant Request:

1. The applicant is requesting approval for Annexation of an approximately 4.65 +/- acre parcel located at 1425 N. School Avenue, into the City of Kuna with an R-6 zoning designation; and subsequently intends to split the parcel for future development.

C. Vicinity and Aerial Maps:



D. History: The parcel is contiguous to City limits and is currently zoned RUT (Rural Urban Transitional) in Ada County. A residence and three (3) accessory structures are currently situated on the southern portion of the subject parcel. The majority of the surrounding ground has historically been used for pasturing.

E. General Projects Facts:

1. **Comprehensive Plan Designation:** The Future Land Use Map identifies this site as Mixed Use, City Center. Staff views this land use request to be consistent with the approved FUTURE LAND USE map.
2. **Surrounding Land Uses:**

North	R-6	Medium-Low Density Residential
South	A/RUT	Agricultural/Rural Urban Transitional – Ada County
East	R-6	Medium-Low Density Residential
West	R-6	Medium-Low Density Residential

Planning and Zoning received a letter of comment from an adjacent property owner on January 8, 2016.

3. Parcel Sizes, Current Zoning, Parcel Numbers:

- Approx. 4.693 total acres
- RUT, Rural Urban Transitional (Ada County)

- Parcel # - S1323212406

4. **Services:**

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

5. **Existing Structures, Vegetation and Natural Features:** Currently there is a home on the existing parcel where the owner resides. There are additional outbuildings on the parcel; however, no buildings or ancillary structures are situated upon any portion of the parcel which is to be split. The site has historically been used as residential along with small-scale agricultural activities. It is anticipated that such use will continue until future development occurs on the newly created parcel.
6. **Transportation / Connectivity:** The parcel is currently improved with curb, gutter and five (5) foot sidewalk as it fronts School Avenue; however, there are no sidewalk or surface drainage improvements on the parcel as it fronts Deer Flat Road. The site currently takes access from N. School Avenue and will remain the primary access for the current owner's residence. It is anticipated that the newly created parcel will also take access from N. School Avenue. ACHD has provided direction in their staff report regarding the need for dedication of any additional public rights-of-way, required street improvements and approaches or access to the newly created parcel when development occurs.
7. **Environmental Issues:** Staff is not aware of any environmental issues, health or safety conflicts resulting from this application. This site's topography is generally flat.
8. **Agency Responses:** The following agencies returned comments: Boise Project Board of Control (BPOC), Idaho Transportation Department (ITD). The responding agency comments are included as exhibits with this case file.

F. **Staff Analysis:**

The subject site is located on the southwest corner of S. School Avenue and W. Deer Flat Roads. The applicant requests to annex the entire parcel into Kuna City limits with an R-6 zoning designation; and subsequently split the parcel to create two (2) parcels. The proposed southerly parcel will remain as an approximate 1.65 acre residential home site for the current owner, which will continue to utilize the existing septic system and private domestic well until such time as the septic system is no longer viable; at which time the property owner will be required to abandon the septic system and hook up to city sewer services. The remaining land will be an approximate 3.6 +/--acre parcel designated as R-6. All future development on the newly created parcel will be required to connect to city services.

Staff has determined this application complies with Title 5 of the Kuna City Code; Idaho Statute §50-222; and Kuna Comprehensive Plan; and forwards a recommendation of approval for Case # 15-03-AN, subject to the recommended conditions of approval.

G. **Applicable Standards:**

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

H. **Comprehensive Plan Analysis:**

The Kuna Planning and Zoning Commission, accepts the Comprehensive Plan components as described below.

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

GOALS AND POLICY – Property Rights

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

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

GOALS AND POLICY – Housing

Goal 1: Offer a wide variety of housing choices for current and future Kuna residents.

Policy 3.1: Promote developments with a variety of lot sizes.

GOALS AND POLICY – Land Use

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

Objective 2.2: Plan for areas designed to accommodate a diverse range of businesses and commercial activity – within both the community-scale and neighborhood-scale centers – to strengthen the local economy and to provide more opportunities for social interaction.

I. Findings of Fact:

1. This request appears to be in compliance with all ordinances and laws of the City, including Kuna City Code (KCC).
2. The site is physically suitable for annexation.
3. The annexation and lot-split are not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat; however, it is evident that a variety of raptor species are nesting on-site in the existing trees along the Teed Lateral.
4. The annexation and lot split application are not likely to cause any adverse public health problems.
5. The application appears to avoid detriment to the present and potential surrounding uses; to the health, safety, and general welfare of the public taking into account the physical features of the site, public facilities and existing adjacent uses.
6. The existing and proposed street and utility services in proximity to the site are suitable and adequate for residential purposes.
7. The Kuna Planning and Zoning Commission accepts the facts as outlined in the staff report, any public testimony and the supporting evidence as presented.
8. Based on the evidence contained in Case No.s 15-03-AN and 15-03-LS, this proposal appears to comply with the Comprehensive Plan and the Kuna Comprehensive Future Land Use Map.
9. The Planning and Zoning Commission has the authority to recommend approval or denial for the annexation application.
10. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and Kuna City Ordinances.

J. Conclusions of Law:

1. Based on the evidence contained in Case No.s 15-03-AN and 15-03-LS, the Kuna Planning and Zoning Commission finds Case No. 15-03-AN complies with Kuna City Code.

- 2. Based on the evidence contained in Case No.s 15-03-AN and 15-03-LS, the Kuna Planning and Zoning Commission finds Case No. 15-03-AN is consistent with Kuna’s Comprehensive Plan.
- 3. The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and Kuna City Ordinances.

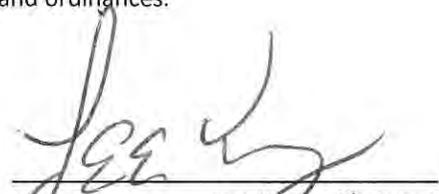
K. Decision by the Planning and Zoning Commission:

Note: This motion is for the approval of this request. However, if the Commission wishes to deny specific parts of the request as detailed in this report, they must be specified.

Based on the facts outlined in staff’s report and any public testimony at the public hearing, the Planning and Zoning Commission of Kuna, Idaho, hereby recommends *approval* of Case No. 15-03-AN to the Kuna City Council, a request for annexation from Liberty Investments, Inc, with the following conditions of approval:

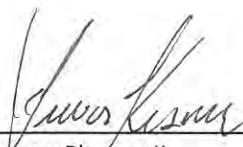
- 1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
 - a. The City Engineer shall approve the future sewer hook-ups.
 - b. The Kuna Fire District shall approve all building plans.
 - c. The *Boise-Kuna* Irrigation District shall approval any modifications to the existing irrigation system.
 - d. Approval from Ada County Highway District shall be obtained and Impact Fees must be paid prior to issuance of any building permits.
- 2. All public rights-of-way shall be dedicated to the City and/or Ada County Highway District. No public street construction may be commenced without the approval and permit from Ada County Highway District:
 - 2.1- With future development and as necessary, dedicate right-of-way in sufficient amounts to follow City and ACHD standards and widths.
- 3. All utilities shall be installed underground (see KCC 6-4-2-W).
- 4. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
- 5. Any future development of the site shall take into consideration the existence of wildlife and their habitat on the site. All current and future owners or their assigns shall make every considerable effort to preserve, protect and avoid disrupting such species and their habitat.
- 6. Submit a petition to the City (if necessary and confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and requesting to annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation system of the City (KMID).
- 7. Applicant shall follow all staff, City engineer and other agency recommended requirements as applicable.
- 8. Applicant shall abide by all applicable federal, state and local laws and ordinances.

DATED this 09th, day of February, 2016,



Lee Young, Chairman
Kuna Planning and Zoning Commission

ATTEST



Trevor Kesner, Planner II
Kuna Planning and Zoning Department

**RESOLUTION NO. R20-2016
CITY OF KUNA, IDAHO**

PLANNING AREA MAP

A RESOLUTION OF THE KUNA CITY COUNCIL KUNA, IDAHO ADOPTING THE AMENDMENT TO THE PLANNING AREA MAP FOR THE CITY OF KUNA, IDAHO; AFFIRMING THAT THE PRESCRIBED NOTICE AND HEARING REQUIREMENTS WERE MET IN ACCORDANCE WITH TITLE 67, CHAPTER 65, IDAHO CODE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on February 3, 2015 and March 30, 2015, pursuant to Kuna City Code 5-1A-3-B and Idaho Code §67-6509(a), the City of Kuna, Idaho provided notice to the affected agencies and political subdivisions regarding the public hearing scheduled for April 14, 2015 before the Kuna Planning and Zoning Commission to review the proposed amendment to the Kuna City Planning Area Map; and

WHEREAS, on March 12, 2015, March 19, 2015, and March 26, 2015 pursuant to Kuna City Code 5-1A-4-D2 and Idaho Code §67-6509(a), the City of Kuna, Idaho caused to be published in the Kuna Melba News, legal notice of the public hearing scheduled for April 14, 2015 to consider the proposed amendment to the Kuna City Planning Area Map; and

WHEREAS, on April 14, 2015, pursuant to Idaho Code §67-6509(a), Kuna Planning and Zoning Commission conducted its public hearing to consider the Planning Area Map, after providing legal notice, transmitting notice to jurisdictions, agencies and entities, to consider a recommendation for adoption of the proposed amendment to the Kuna City Planning Area Map for the City of Kuna, Idaho to the Kuna City Council; and

WHEREAS, on April 14, 2015, pursuant to Idaho Code § 67-6509(a), the Kuna Planning and Zoning Commission recommended approval of the proposed amendment to the Kuna City Planning Area Map to the Kuna City Council.

WHEREAS, on July 14, 2015, pursuant to Kuna City Code 5-1A-3-B and Idaho Code §67-6509(b) the City of Kuna, Idaho provided notice of the public hearing scheduled for August 18, 2015 before the Kuna City Council to the agencies and political subdivisions to review the proposed amendment to the Kuna City Planning Area Map; and

WHEREAS, on July 15, 2015, July 22, 2015, and July 29, 2015, pursuant to Kuna City Code 5-1A-4-D2 and Idaho Code §67-6509(b) the City of Kuna, Idaho caused to be published in the Kuna Melba News, legal notice to of the public hearing scheduled before the Kuna City Council on August 18, 2015 to review the proposed amendment to the Kuna City Planning Area Map; and

WHEREAS, on August 18, 2015, pursuant to Idaho Code §67-6509(b), the Kuna City Council conducted its public hearing, after providing legal notice, transmitting notice to jurisdictions,

agencies and entities to consider approval of the proposed amendment to the Kuna City Planning Area Map; and,

WHEREAS, on August 18, 2015, after due consideration, the Kuna City Council approved the amendment to the PLANNING AREA MAP FOR THE CITY OF KUNA, IDAHO.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, IDAHO:

The City Council hereby adopts the PLANNING AREA MAP FOR THE CITY OF KUNA, IDAHO, including the Future Land Use Map, attached hereto as **Exhibit A**.

This Resolution shall be in full force and effect immediately upon its adoption and approval.

PASSED BY THE COUNCIL of Kuna, Idaho this 1st day of March 2016.

ADOPTED by the Council for the City of Kuna, Idaho this 1st day of March 2016.

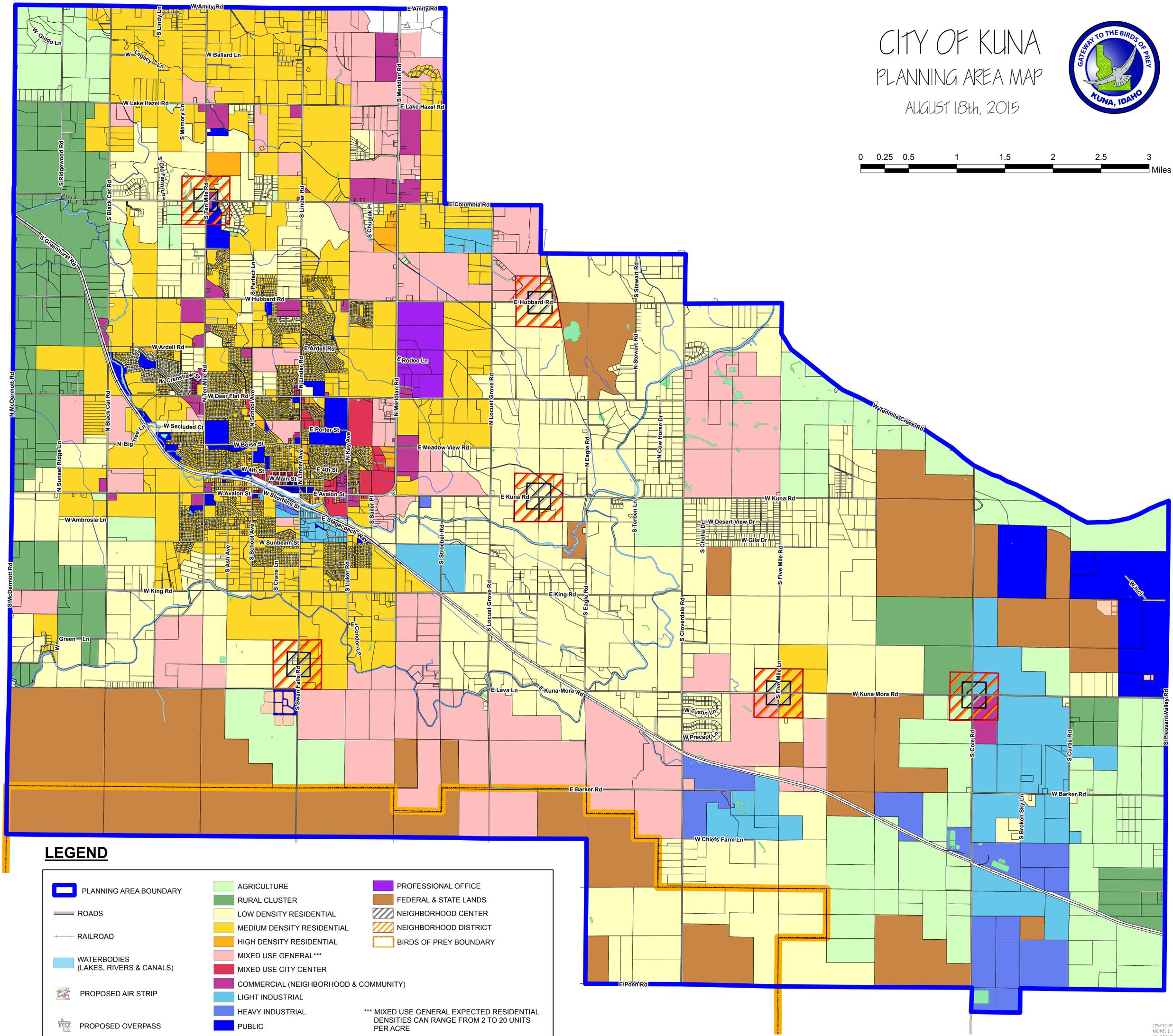
Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CITY OF KUNA PLANNING AREA MAP

AUGUST 18th, 2015



LEGEND

- | | | |
|--------------------------------------|---------------------------------------|------------------------|
| PLANNING AREA BOUNDARY | AGRICULTURE | PROFESSIONAL OFFICE |
| ROADS | RURAL CLUSTER | FEDERAL & STATE LANDS |
| RAILROAD | LOW DENSITY RESIDENTIAL | NEIGHBORHOOD CENTER |
| WATERBODIES (LAKES, RIVERS & CANALS) | MEDIUM DENSITY RESIDENTIAL | NEIGHBORHOOD DISTRICT |
| PROPOSED AIR STRIP | HIGH DENSITY RESIDENTIAL | BIRDS OF PREY BOUNDARY |
| PROPOSED OVERPASS | MIXED USE GENERAL *** | |
| | MIXED USE CITY CENTER | |
| | COMMERCIAL (NEIGHBORHOOD & COMMUNITY) | |
| | LIGHT INDUSTRIAL | |
| | HEAVY INDUSTRIAL | |
| | PUBLIC | |
- *** MIXED USE GENERAL EXPECTED RESIDENTIAL DENSITIES CAN RANGE FROM 2 TO 20 UNITS PER ACRE

**RESOLUTION NO. R19-2016
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE
REQUEST FOR PROPOSAL (RFP) FOR THE CITY OF KUNA, IDAHO TO OBTAIN
PROPOSALS FOR REAL ESTATE STRATEGY CONSULTING SERVICES**

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

Section 1. The, as attached Request for Proposal for Real Estate Strategy Consulting Services, hereto as EXHIBIT A is hereby approved.

PASSED BY THE COUNCIL of Kuna, Idaho this 1st day of March 2016.

APPROVED BY THE MAYOR of Kuna, Idaho this 1st day of March 2016.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

EXHIBIT A

City of Kuna
763 W Avalon
Kuna, Idaho 83634

REQUEST FOR PROPOSAL (RFP)
Real Estate Strategy Consulting Services

I. Description of Request for Proposal

The city of Kuna is seeking proposals for the possible retaining of a consultant to provide real estate strategy consulting services to assist the city with its economic development strategy.

II. Scope of Services

The city of Kuna anticipates the consultant will work on a **highly collaborative, strictly confidential** and **interactive** basis with city staff and Kuna Mayor or their designees.

- Task 1 Provide weekly electronic report of all commercial or commercial potential property available for sale/lease within Kuna city limits to the city representative as directed by the Kuna Mayor. Properties are to be from all listing agents and methods available.
- Task 2 Provide weekly electronic report of all commercial or commercial potential property available for sale/lease within Kuna planning boundaries to the city representative as directed by the Kuna Mayor. Properties are to be from all listing agents and methods available.
- Task 3 Assist city staff, Mayor or their designee with determining potential property options for specific commercial and manufacturing industries interested in development in Kuna. Properties are to be from all listing agents and methods.

III. Proposal Format

All proposals shall provide information relating to the elements listed in sufficient detail to allow an informed and fair selection process. Failure to include any of the following information may have an adverse impact on the valuation of a proposal.

Submissions must at a minimum, include the following elements:

- a. Provide the name of your company and the name, address and telephone number and email address of a person with whom our office can communicate regarding this RFP.
- b. Firm and/or Consultant Background:
 - 1. Please provide a summary overview of the firm and/or Consultant) comprising your proposed consultant team or individual, including office locations.
 - 2. Resume of lead individual for the team.

EXHIBIT A

3. Any contracts, professional or personal affiliations with the city of Kuna or Kuna Chamber of Commerce. List specifics and/or names.
- c. Work Plan Description
 1. Deliverable details of data source(s) to be used to provide weekly reports.
 2. Sample of proposed weekly report.
 3. Response time for determining potential property options for interested industry developers.
- d. Copies of all documentation which demonstrate the firm(s) or person has the legal ability to perform the services requested.
- e. Acknowledgement of willingness to agree to a Confidentiality Agreement and Conflict of Interest Affidavit.
- f. Cost proposal with a total, maximum price to accomplish all of the work described in Section II with breakdown of costs for specific tasks to be provided.

Questions and responses should be directed to:

Contact Person: Chris Engels, City Clerk-Grant Administrator

Address: 763 W. Avalon

City, State Zip: Kuna, ID 83634

Phone: (208) 387-7727

Email: CEngels@kunaID.gov

All responses must be received no later than xxxxxxxx by 4:00 pm M.T.

Please state "Real Estate Strategy Consulting Services" on the outside of the response package.

QUASI JUDICIAL V. LEGISLATIVE

WHAT IS THE DIFFERENCE BETWEEN LEGISLATIVE AND QUASI-JUDICIAL

"Legislative activity ... is differentiated from quasi-judicial activity by the result--legislative activity produces a rule or policy which has application to an open class whereas quasi-judicial activity impacts specific individuals, interests or situations." *Burt v. City of Idaho Falls*, 105 Idaho 65, 67, 665 P.2d 1075, 1077 (1983).

WHY DO WE CARE-ITS ALL ABOUT REVIEW

Legislative Actions Have Extremely Limited Judicial Review-

Quasi-Judicial Actions Are Subject To Judicial Review-

The Due Process Clauses of the United States Constitution and Idaho Constitution forbid the State from depriving any person of life, liberty, or property without due process of law. U.S. CONST. amend. XIV, § 1; IDAHO CONST. art. I, § 13. Due process requires the State to provide "notice and opportunity for hearing appropriate to the nature of the case" before the government takes a person's property or liberty interest. *Armstrong v. Manzo*, 380 U.S. 545, 550 (1965) (quoting *Mullane v. Cent. Hanover Bank & Trust Co.*, 339 U.S. 306, 313 (1950)). Thus, "[a] fundamental requirement of due process is 'the opportunity to be heard' . . . at a meaningful time and in a meaningful manner." Id. at 552 (quoting *Grannis v. Ordean*, 234 U.S. 385, 394 (1914)); see also *State v. Bettwieser*, 143 Idaho 582, 588, 149 P.3d 857, 863 (Ct. App. 2006).

"It is not a part of the legislative function to grant permits, make special exceptions, or decide particular cases. Such activities are not legislative but administrative, quasi-judicial, or judicial in character. To place them in the hands of legislative bodies, whose acts as such are not judicially reviewable, is to open the door completely to arbitrary government." *Ward v. Village of Skokie*, 26 Ill.2d 415, 186 N.E.2d 529, 533 (1962) (Klingbiel, J., specially concurring.)

Since your decisions (where you are acting on a zoning matter) apply general rules to "specific individuals, interests or situations," and are "quasi-judicial in nature" they are subject to due process constraints. *Chambers v. Kootenai County Bd. of Comm'rs*, 125 Idaho 115, 118, 867 P.2d 989, 992 (1994).

"Procedural due process requires that there must be some process to ensure that the individual is not arbitrarily deprived of his rights in violation of the state or federal constitutions." *Aberdeen-Springfield Canal Co. v. Peiper*, 133 Idaho 82, 91, 982 P.2d 917, 926 (1999) (internal quotations omitted).

In planning and zoning decisions, due process requires: (a) notice of the proceedings, (b) a transcribable verbatim record of the proceedings, (c) specific, written findings of fact, and (d) an opportunity to present and rebut evidence. *Chambers*, 125 Idaho at 118, 867 P.2d at 992.

"Due process is not a concept to be applied rigidly in every matter. Rather, it is a flexible concept calling for such procedural protections as are warranted by the particular situation." *Aberdeen-*

Springfield Canal Co., 133 Idaho at 91, 982 P.2d at 926 (internal quotations and citations omitted).

To determine whether a state action violated an individual's procedural due process rights, courts examine: (1) whether the state action deprived the individual of a liberty or property interest; and (2) if so, what process was due in view of the nature of the deprivation. *Logan v. Zimmerman Brush Co.*, 455 U.S. 422, 428 (1982); *Bradbury v. Idaho Judicial Council*, 136 Idaho 63, 72-73, 28 P.3d 1006, 1015-16 (2001); *Pentico v. State*, 159 Idaho 350, 355, 360 P.3d 359, 364 (Ct. App. 2015).

EX PARTE COMMUNICATIONS

HOW DOES QUASI-JUDICIAL RELATE TO EX PARTE COMMUNICATIONS

In Idaho, the Courts have well established that due process requires that, in reaching your decision on a quasi-judicial matter, you must confine yourself to the record as established at the public hearing. *Cooper v. Board of County Comm'rs of Ada County*, 101 Idaho 407, 411, 614 P.2d 947, 951 (1980); *Gay v. County Comm'rs of Bonneville County*, 103 Idaho 626, 651 P.2d 560 (Ct.App.1982).

EX PARTE COMMUNICATION GUIDELINES

As City Council member, from the time an action or matter¹ is either; 1) brought to your attention as an action or matter filed with the City, or 2) expected to be brought to the City, through the Council's adoption of matter and any running the time to seek judicial review.

PURPOSE OF THESE GUIDELINES

The purpose of these guidelines is to reduce the risk of a legal challenge to your decision. A concern is that a court could overturn your decision because the process was tainted by ex parte communications. At the least, the Council could be embarrassed. An ex parte contact is not a cardinal sin. The courts, however, have developed restrictions on ex parte communications for two reasons. First, private communications with decision makers create an appearance of undue influence and favoritism and deprive others of their right to comment. Ex parte communications with decision makers create one process and record for the public and another secret process and record for those "in the know." Second, ex parte communications are by definition outside the record, and consequently are unavailable to a reviewing court. A court cannot review the Council's process for compliance with the law unless it is confident that the official administrative record reflects the entire decision making process. As explained below, ex parte contacts are not prohibited. What is required is that they be revealed on the record.

HOW TO HANDLE EX PARTE COMMUNICATIONS

1. What is an ex parte communication?

All communications (telephone calls, conversations, letters, memoranda, etc.), that are "off the record" (i.e., not recorded in the Council's official administrative record. The administrative record includes testimony at public hearings, written comments filed with the Clerk's office, minutes of Council meetings, and records of advisory committees and consultations. Each document in the record is indexed by date, subject and source and is available for use by staff, Council and members of the public.), that relate to the merits of the Council's actions, and that comes from outside the Council.

The courts recognize that the definition of ex parte communications is subject to reasonable limits. Casual or social encounters, newspaper editorials or communications between a Council member and City staff, for example, are not treated as ex parte communications.

¹ See, quasi-judicial discussion, above.

2. What to do about ex parte communications.

During the public process, record any significant ex parte communications you receive. By providing the attached form to the City Clerk, to be placed in the official administrative record, with a brief summaries of meetings or phone calls, along with any documents received. Limiting this requirement to “significant” communications recognizes that off the record contacts are bound to occur during this period. An ex parte communication is significant if it:

1. Provides data or arguments not already in the official administrative record, or
2. Addresses a controversial subject, or
3. Is long, detailed, specific, or important, or
4. Comes from an important participant in the amendment process.

Basically, significant comments are those which the public should be aware of and to which interested parties may wish to respond. To provide the public with an opportunity to respond, significant communications should be logged in the record as soon as possible, and by all means before the close of the public comment period.

EX PARTE COMMUNICATION RECORD

If you receive an ex parte communication, you should document the following:

1. Your Name:
2. Source of Communication:
3. Type of Communication:
____ Telephone call ____ Letter ____ Other
____ In-Person Conversation
4. When communication received:
5. Where communication received:
6. Date communication received:
7. If the communication was a telephone call or in-person conversation, provide a brief summary of the substance of the communication.

QUASI-JUDICIAL VS. LEGISLATIVE

Richard T. Roats
City Attorney

Types of Actions

- 1. Legislative
- 2. Quasi-judicial
- 3. Administrative

Legislative

- Adopting Ordinances of general applicability
- Budget Ordinance
- Setting Policy

Administrative

- Appointing Directors

Quasi-judicial

- Similar to what a judge may do-
 - Hearing testimony
 - Receive evidence (documents, exhibits)
 - Make findings
 - Render a decision by applying law to facts

Quasi-judicial

- Activity impacts specific individuals, interests or situations.

Due Process

- Quasi-judicial decisions are afforded due process protections
 - Notice and opportunity to be heard
 - At a meaningful time and meaningful manner

Applicable to Land Use Matters

- Notice of proceedings
- Specific, written findings of fact
- Opportunity to present and rebut evidence

Due Process and Ex parte Communications

- Well established that due process requires that in reaching your decision, you must confine yourself to the record as established by the public hearing.

Ex Parte Communications

- Applies if an action or matter is pending before the City, or may be pending or brought before the City at a later date

Ex Parte Communications

- Telephone calls
- Conversations
- Letters
- Memorandums

- Received off the record
- At the grocery store, parking lot, etc.
- Site visit

What to do

- Document ex parte communication
- Give it to City Clerk

Questions?

**ORDINANCE NO. 2016-06
CITY OF KUNA, IDAHO**

AN ORDINANCE OF THE KUNA CITY COUNCIL, KUNA, IDAHO AMENDING KUNA CITY CODE (KCC) 1-6-3A COUNCIL MEETINGS BY CHANGING THE MEETING TIME FROM COMMENCING AT SEVEN O’CLOCK (7:00) P.M. TO SIX O’CLOCK (6:00) P.M.; STRIKING THE PRECOUNCIL MEETING LANGUAGE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, KCC 1-6-3A provides that the Kuna city council shall conduct its regular meetings commencing at seven o’clock (7:00) P.M.; and

WHEREAS, the city council has determined that it is in the best interests of the city to change the regular meeting time to six o’clock (6:00) P.M.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KUNA, ADA COUNTY, IDAHO, as follows:

Section 1: Section 1-6-3 of the Kuna City Code is amended as follows:

1-6-3

A. Regular: The regular meeting of the Kuna city council shall be held at the Kuna city hall, 763 W. Avalon, Kuna, Idaho, commencing at ~~seven~~ six o'clock (~~7~~6:00) P.M. the first and third Tuesdays of each calendar month, beginning the month of October 2005, pursuant to Idaho Code section 67-2343(1). If the regular meeting day is a holiday, the meeting shall be held on the following day at the regular hour or postponed one week, at the discretion of the mayor. ~~A "precouncil meeting" (administrative) of the Kuna city council may be held at the Kuna city hall, 763 W. Avalon, Kuna, Idaho, on the first Tuesday of every calendar month, commencing at six o'clock (6:00) P.M. at the council's option.~~

Section 2: This ordinance shall become effective after its adoption and publication as required by law.

ADOPTED this 1st day of March, 2016.

ATTEST:

CITY OF KUNA Ada County, Idaho

Joe L. Stear, Mayor

Chris Engels, City Clerk

(Space above reserved for recording)

**ORDINANCE NO. 2016-07
CITY OF KUNA, IDAHO**

AN ORDINANCE ANNEXING CERTAIN REAL PROPERTY, TO WIT: PARCEL NO. S1323212406 SITUATED IN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA INTO THE CITY OF KUNA, IDAHO; ESTABLISHING THE ZONING CLASSIFICATION OF SAID REAL PROPERTY; DIRECTING THAT COPIES OF THIS ORDINANCE BE FILED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Kuna, Idaho is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized to annex into and incorporate within the boundaries of the City contiguous real property in the manner provided by Section 50-222, Idaho Code; and

WHEREAS, the owner of the parcel of real property situated in the unincorporated area of Ada County and as more particularly described in Section 2 of this ordinance, has requested, in writing, annexation of said real property to the City of Kuna; and

WHEREAS, the Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on January 26, 2016, as required by Section 67-6525, Idaho Code, made findings (approved by the Commission on January 09, 2016) where it was recommended to the Mayor and Council that the annexation and zoning request be approved with a zoning classification of R-6; and

WHEREAS, the Kuna City Council, pursuant to public notice as required by law, held a public hearing on March 1, 2016, on the proposed annexation and zoning for the real property described in Section 2 below, as required by Section 67-6525, Idaho Code, made findings (approved on March 15, 2016) where it determined that the requested annexation should be granted with a zoning classification R-6; and

WHEREAS, the zoning classification of R-6 is appropriate to meet the requirements of the Kuna City Code and should be granted.

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, IDAHO, as follows:

Section 1: The Kuna City Council hereby finds and declares that the real property described below is contiguous to the City, that said property can be reasonably assumed to be

used for the orderly development of the City, and that the owner of said property has requested, in writing, annexation thereof to the City.

Section 2: The real property, all situated in Ada County, Idaho, adjacent and contiguous to the City, commonly known as Parcel No. **S1323212406**; and more particularly described in “Exhibit A” – Legal Description and “Exhibit B” – Location Map, attached hereto and incorporated herein by reference, is annexed to and incorporated in the incorporated territorial limits of the City of Kuna, Idaho.

Section 3: From and after the effective date of this Ordinance, all property and persons within the boundaries and territory described above shall be subject to all ordinances, resolutions, police regulations, taxation and other powers of the City of Kuna.

Section 4: The zoning land use classifications of the land described in Section 2 above is hereby established as R-6, as provided by the Zoning Ordinance of the City. The Zoning Map of the City is hereby amended to include the real property described in Section 2 above in the R-6 zoning land use classification.

Section 5: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Ada County, Idaho, and with the Idaho State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

Section 6: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 1st day of March, 2016.

CITY OF KUNA Ada County, Idaho

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

EXHIBIT A

CALHOUN/LIBERTY INVESTMENTS ANNEXATION

Legal Description

This parcel is a portion of the NE 1/4 NW 1/4 of Section 23 in Township 2 North, Range 1 West of the Boise Meridian, Ada County, Idaho and is more particularly described as follows:

COMMENCING at the northeast corner of the NE 1/4 NW 1/4, (N 1/4 Corner, Section 23), a found brass cap monument;

Thence South 00° 22' 07" East along the east boundary of the NE 1/4 NW 1/4 a distance of 61.98 feet;

Thence South 89° 37' 53" West a distance of 30.00 feet to the **TRUE POINT OF BEGINNING**, said point being on the west right of way for School Street, a 5/8 x 30-inch rebar set with a plastic cap stamped P.L.S. 15352;

Thence South 00° 22' 07" East parallel with the east boundary of the NE 1/4 NW 1/4 and along the west right-of-way of South School Street a distance of 715.30 feet to a point on the centerline of the Teed Lateral, a Magnail set with an aluminum washer stamped P.L.S. 15352 in a concrete bridge deck;

Thence traversing said centerline as follows:

North 70° 41' 40" West a distance of 107.08 feet;

Thence North 38° 02' 32" West a distance of 103.87 feet to a point on the south boundary of the N 1/2 NE 1/4 NW 1/4 witnessed by a 1/2 X 24-inch rebar set with a plastic cap stamped P.L.S. 15352 bearing South 89° 38' 12" West a distance of 17.00 feet;

Thence South 89° 38' 12" West along the south boundary of the N 1/2 NE 1/4, NW 1/4 a distance of 173.27 feet to a point witnessed by a found 5/8-inch diameter rebar bearing North 01° 07' 22" West a distance of 0.34 feet;

Thence North 01° 07' 22" West along the east boundary of Goldcreek Subdivision No. 2 as shown on the official plat in the Office of the Recorder for Ada County, Idaho a distance of 614.31 feet to a point on the South right of way of Deer Flat Road witnessed by a found 1/2-inch diameter rebar bearing South 01° 07' 22" East a distance of 23.00 feet;

Thence North 89° 40' 18" East along said south right of way a distance of 328.67 feet to a 5/8 x 30-inch rebar set with a plastic cap stamped P.L.S. 15352;

Thence South 45° 20' 49" East a distance of 24.05 feet to the **TRUE POINT OF BEGINNING**, containing 5.195 acres, more or less, and being subject to any and all easements and rights of way of record or implied.

