

**OFFICIALS**

Joe Stear, Mayor
 Greg McPherson, Council President
 Richard Cardoza, Council Member
 Warren Christensen, Council Member
 John Laraway, Council Member

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

City Council Meeting
AGENDA
Tuesday, September 7, 2021

6:00 P.M. REGULAR CITY COUNCIL

For questions, please call the Kuna City Clerk's Office at (208) 387-7726.

1. Call to Order and Roll Call

2. Invocation: None

3. Pledge of Allegiance: Mayor Stear

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

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

A. Regular City Council Meeting Minutes Dated August 17, 2021

B. Accounts Payable Dated September 2, 2021, in the amount of \$441,947.43

C. Resolution R31-2021.

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE ADA COUNTY PROSECUTING ATTORNEY TO PROVIDE PROSECUTORIAL SERVICES FOR CITY MISDEMEANORS FOR THE FISCAL YEAR 2021-2022.

D. Resolution R32-2021.

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO ACCEPTING THE DEED OF PUBLIC UTILITIES EASEMENT FROM M3 ID FALCON CREST LLC.

E. Resolution R33-2021.

NOTICE: Copies of all agenda materials are available for public review in the Office of the City Clerk. Persons who have questions concerning any agenda item may call the City Clerk's Office at (208) 922-5546. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 922-5546 at least forty-eight (48) hours prior to the meeting to allow the City to make reasonable arrangements to ensure accessibility to this meeting.

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID FALCON CREST, LLC, FOR FALCON CREST SUBDIVISION NO. 1 FOR UNCOMPLETED WORK INCLUDING STREET LIGHTING, FENCING AND LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

F. Resolution R34-2021.

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE ADA COUNTY SHERIFF'S OFFICE FOR LAW ENFORCEMENT SERVICES FOR THE FISCAL YEAR 2022 FOR THE CITY OF KUNA, IDAHO.

G. Resolution R36-2021.

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID FALCON CREST, LLC, FOR FALCON CREST SUBDIVISION NO. 2 FOR UNCOMPLETED WORK INCLUDING STREET LIGHTING, FENCING AND LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

H. Consideration to approve **21-08-FP** (Final Plat) - Applicant seeks final plat approval for the *Falcon Crest Subdivision No. 1*, for approx. 16.94 acres. If approved, this will create 49 single family lots, and eleven (11) common lots.

I. Consideration to approve **21-09-FP** (Final Plat) - Applicant seeks final plat approval for the *Falcon Crest Subdivision No. 2*, for approx. 16.94 acres. If approved, this will create 48 single family lots, and nine (9) common lots.

5. External Reports or Requests:

- A.** Kuna Bicycle and Pedestrian Plan – Executive Summary, Edinson Bautista, ACHD Sr. Transportation Planner.
- B.** COMPASS Fiscal Impact Tool – Carl Miller, Principal Planner, COMPASS.

6. Public Hearings: None

7. Business Items:

- A.** Consideration to approve Resolution R35-2021 Approving J&M Sanitation New Fee Schedule. Jared Empey, City Treasurer **ACTION ITEM**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A NEW FEE SCHEDULE FOR TRASH COLLECTION SERVICES THAT REFLECTS A RATE

INCREASE OF 4.72% FOR EACH SERVICE RELATED TO THE CITY'S COLLECTION, HAULING AND REMOVAL OF SOLID WASTE WITH ITS CONTRACTOR J&M SANITATION, WITH AN EFFECTIVE DATE OF OCTOBER 1, 2021.

- B.** Proclamation – Elevate our Everyday Heroes. Mayor Stear
- C.** Proclamation – City of Kuna to acknowledge Constitution Week as September 17-23. Mayor Stear.

8. Ordinances:

- A.** Consideration to approve Ordinance No. 2021-19A **ACTION ITEM**

A MUNICIPAL ANNEXATION AND ZONING ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

- MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND
- ANNEXING CERTAIN REAL PROPERTIES, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NOS. S1313449905 OWNED BY SH69 NORTH LLC, AND S1313449910 OWNED BY SH 69 HOLDINGS LLC WITHIN UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO; AND
- ESTABLISHING THE ZONING CLASSIFICATIONS OF SAID REAL PROPERTIES; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

*Consideration to waive three readings
Consideration to approve Ordinance*

- B.** Consideration to approve Ordinance 2021-27 Amending Title 2 with addition of Chapter 6 Development Impact Fee Advisory Committee. Chris Engels, City Clerk. **ACTION ITEM**

AN ORDINANCE, REGARDING DEVELOPMENT IMPACT FEE ADVISORY COMMITTEES, AMENDING TITLE 2 BY THE ADDITION OF A NEW CHAPTER 6 ESTABLISHING THE CITY OF KUNA DEVELOPMENT IMPACT FEE ADVISORY COMMITTEE; DIRECTING THE CITY CLERK; AND PROVIDING AN EFFECTIVE DATE AND PUBLICATION.

*Consideration to waive three readings
Consideration to approve Ordinance
Consideration to approve Summary Publication*

- C.** Consideration to approve Ordinance 2021-28 Establishing one advisory Committee all Impact Fees. Chris Engels, City Clerk **ACTION ITEM**

AN ORDINANCE, REGARDING DEVELOPMENT IMPACT FEE ADVISORY COMMITTEES, AMENDING SECTION 2 OF CHAPTER 3 OF TITLE 12; REPEALING SECTION 15 OF CHAPTER 3 OF TITLE 12; AMENDING SECTION 2 OF CHAPTER 2 OF TITLE 12 KUNA CITY CODE; REPEALING SECTION 16 OF CHAPTER 2 OF TITLE 12; AMENDING SECTION 2 OF CHAPTER 1 OF TITLE 12 KUNA CITY CODE; AND REPEALING SECTION 13 OF CHAPTER 1 OF TITLE 12 KUNA CITY CODE; DIRECTING THE CITY CLERK; AND PROVIDING AN EFFECTIVE DATE AND PUBLICATION.

Consideration to waive three readings
Consideration to approve Ordinance
Consideration to approve Summary Publication

9. Executive Session: None

Executive Session – Idaho Code Section 74-206 (1)(c) (c) To receive information regarding the acquisition of an interest in real property which is not owned by the City of Kuna.

Business Continued:

Consideration to approve negotiations for Land Acquisition

10. Mayor/Council Announcements:

11. Adjournment:

**OFFICIALS**

Joe Stear, Mayor
 Greg McPherson, Council President
 Richard Cardoza, Council Member
 Warren Christensen, Council Member
 John Laraway, Council Member

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

City Council Meeting
AGENDA
Tuesday, August 17, 2021

6:00 P.M. REGULAR CITY COUNCIL

For questions, please call the Kuna City Clerk's Office at (208) 387-7726.

1. Call to Order and Roll Call

(Timestamp 000:00:11)

COUNCIL MEMBERS PRESENT:

Mayor Joe Stear – In Person
 Council President Greg McPherson – In Person
 Council Member Richard Cardoza – Absent
 Council Member Warren Christensen – In Person
 Council Member John Laraway – In Person

CITY STAFF PRESENT:

Bill Gigray, City Attorney – In Person
 Chris Engels, City Clerk – In Person
 Jared Empey, City Treasurer – In Person
 Bobby Withrow, Parks Director – In Person
 Mike Fratusco, Kuna Police Chief – In Person
 Jace Hellman, P & Z Director – In Person

2. Invocation: None

3. Pledge of Allegiance: Mayor Stear

(Timestamp 00:00:30)

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

(Timestamp 00:00:57)

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

A. Regular City Council Meeting Minutes Dated August 3, 2021

NOTICE: Copies of all agenda materials are available for public review in the Office of the City Clerk. Persons who have questions concerning any agenda item may call the City Clerk's Office at (208) 922-5546. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 922-5546 at least forty-eight (48) hours prior to the meeting to allow the City to make reasonable arrangements to ensure accessibility to this meeting.

B. Accounts Payable Dated August 12, 2021, in the amount of \$2,395,061.67

C. Resolution R30-2021.

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

- Providing Recitals and Findings; and
- Providing for the establishment of the Kuna Rodeo Exploratory Ad Hoc Committee; and
- Providing a charge to the Ad Hoc Committee; and
- Providing for the Ad Hoc Committee's Organization; and
- Providing for the Ad Hoc Committee's staffing; and
- Providing for the Ad Hoc Committee's budget and time of performance; and
- Directing the City Clerk; and
- Providing an effective date.

D. Case No. 21-13-FP (Final Plat) Ardell Estates No. 5

Motion To: Approve the Consent Agenda as published

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Approved by the Following Roll Call Vote:

Voting Aye: Council Members Christensen, Laraway, and McPherson

Voting No: None

Absent: Cardoza

Motion Passed: 3-0-1

5. External Reports or Requests: None

6. Public Hearings:

(Timestamp 00:01:35)

A. F.Y. 2022 Budget Hearing- Jared Empey, City Treasurer **ACTION ITEM**

City Treasurer Jared Empey provided a review of the Fiscal Year 2022 budget and stood for questions.

A.1 - Consideration to approve Resolution R27-2021 Taking the Forgone amount

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA; AND

- Setting Forth Findings; and
- Certifying the intent of the City Council of the City of Kuna to levy, as a part of the general tax levy pursuant to Ordinance No. 2021-25 the recovery of its forgone property tax; and
- Directing the City Clerk; and
- Setting an Effective Date.

Motion To: Approve Resolution R27-2021.
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Recused: None
Absent: None
Motion Passed: 4-0-0

A.2 - Consideration to approve Ordinance No. 2021-25

AN ORDINANCE ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING SEPTEMBER 30, 2022, PROVIDING FOR FINDINGS, PROVIDING FOR THE ADOPTION OF A BUDGET AND THE APPROPRIATION OF EXPENDITURE OF SUMS OF MONEY TO DEFRAY THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF KUNA, IN ACCORDANCE WITH OBJECT AND PURPOSES AND IN THE CERTAIN AMOUNTS HEREIN SPECIFIED FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2021 AND ENDING ON SEPTEMBER 30, 2022; AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY OF THE CITY OF KUNA AND PROVIDING FOR AN EFFECTIVE DATE AND THE FILING OF A CERTIFIED COPY OF THIS ORDINANCE WITH THE IDAHO SECRETARY OF STATE, THE ADA COUNTY CLERK, AND THE IDAHO STATE TAX COMMISSION.

Open Public Hearing
Receive evidence
Consideration to close evidence presentation and proceed to deliberation
Consideration to waive three readings
Consideration to approve Ordinance

Motion To: Close the evidence presentation and proceed to deliberation
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Recused: None
Absent: Cardoza
Motion Passed: 3-0-1

Motion To: Waive 3 readings
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Recused: None
Absent: Cardoza
Motion Passed: 3-0-1

Motion To: Approve Ordinance 2021-25 and close the public hearing.

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Recused: None

Absent: Cardoza

Motion Passed: 3-0-1

Motion To: Approve summary publication of Ordinance 2021-25

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Recused: None

Absent: Cardoza

Motion Passed: 3-0-1

8. *Business Items:*

(Timestamp 00:06:16)

- A. Consideration to approve Resolution R28-2021 COVID Vaccine and conditions of employment, Mayor Stear **ACTION ITEM**

A RESOLUTION OF THE CITY OF KUNA, IDAHO, AN IDAHO MUNICIPAL CORPORATION, DECLARING THE CITY'S INTENT TO NOT MANDATE THE COVID VACCINE FOR EMPLOYEES.

Motion To: Approve Resolution R28-2021.

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Recused: None

Absent: Cardoza

Motion Passed: 3-0-1

- B. Consideration to approve Resolution R29-2021 Interagency Agreement ACHD and City of Kuna, Paul Stevens, Public Works Director **ACTION ITEM**

(Timestamp 00:09:01)

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE INTERAGENCY AGREEMENT FOR VARIANCE TO LOCATE A MUNICIPAL PRESSURE SEWER PIPELINE WITHIN THE PUBLIC RIGHTS-OF-WAY OF TEN MILE ROAD BETWEEN CITY OF KUNA, IDAHO AND THE ADA COUNTY HIGHWAY DISTRICT.

Motion To: Approve Resolution R29-2021.

Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Recused: None
Absent: Cardoza
Motion Passed: 3-0-1

- C. Consideration to Approve \$100,000 expenditure out of the Park Impact Fee Fund. Bobby Withrow, Parks/Facilities Director **ACTION ITEM**

(Timestamp 00:10:31)

Parks Director, Bobby Withrow reviewed the next steps in the agreement and the reasons for the request of funds.

Motion To: Approve \$100,000 expenditure out of the Park Impact Fee Fund
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Recused: None
Absent: Cardoza
Motion Passed: 3-0-1

9. Ordinances:

(Timestamp 00:11:52)

- A. Consideration to approve Ordinance No. 2021-22 **ACTION ITEM**

A MUNICIPAL REZONE ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA;

- MAKING CERTAIN FINDINGS; AND
- REZONING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY PARCEL NO. S1236315400 OWNED BY VIPER INVESTMENTS LLC, SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO; AND
- AMENDING THE ZONING MAP; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

*Consideration to waive three readings
 Consideration to approve Ordinance*

Motion To: Waive three readings of Ordinance No. 2021-22
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Recused: None

Absent: Cardoza
Motion Passed: 3-0-1

Motion To: Approve Ordinance No. 2021-22
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Approved by the Following Roll Call Vote:
Voting Aye: Council Members Christensen, Laraway, and McPherson
Voting No: None
Absent: Cardoza
Motion Passed: 3-0-1

B. Consideration to approve Ordinance No. 2021-23 **ACTION ITEM**
(Timestamp 00:13:23)

A MUNICIPAL REZONE ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA;

- MAKING CERTAIN FINDINGS; AND
- REZONING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY PARCEL NO. S1312223000 OWNED BY PATTERSON FAMILY ENTERPRISES LLC, SITUATED WITHIN THE CORPORATE LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO; AND
- AMENDING THE ZONING MAP; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings
Consideration to approve Ordinance

Motion To: Waive three readings of Ordinance No. 2021-23
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Recused: None
Absent: Cardoza
Motion Passed: 3-0-1

Motion To: Approve Ordinance No. 2021-23
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Approved by the Following Roll Call Vote:
Voting Aye: Council Members Christensen, Laraway, and McPherson
Voting No: None

Absent: Cardoza

Motion Passed: 3-0-1

- C. Consideration to approve Ordinance No. 2021-26 **ACTION ITEM**
(Timestamp 00:14:48)

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

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

Consideration to waive three readings

Consideration to approve Ordinance

Motion To: Waive three readings of Ordinance No. 2021-26

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Recused: None

Absent: Cardoza

Motion Passed: 3-0-1

Motion To: Approve Ordinance No. 2021-26

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Approved by the Following Roll Call Vote:

Voting Aye: Council Members Christensen, Laraway, and McPherson

Voting No: None

Absent: Cardoza

Motion Passed: 3-0-1

10. Executive Session: None

10. Mayor/Council Announcements:

11. Adjournment: 6:19 PM

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

Minutes prepared by Nathan Stanley, Deputy City Clerk

Date Approved: CCM 09.07.2021

City of Kuna

 Payment Approval Report - City Council Approval
 Report dates: 8/13/2021-9/2/2021

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 Sep 02, 2021 08:45AM

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
				<u>#ADANO#10, WEEKLY SERVICE, 7/19/21 - 8/15/21 - THE FARM PARK</u>	08/16/2021	214.32	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	8/21		
	Total 114-12293306:					214.32	.00					
1463	A COMPANY, INC.	114-12293307		<u>ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM RENTAL, #ADA188, WEEKLY SERVICE, 7/19/21 - 8/15/21 - ARBOR RIDGE PARK</u>	08/16/2021	214.32	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	8/21		
	Total 114-12293307:					214.32	.00					
1463	A COMPANY, INC.	114-12293308		<u>ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM RENTAL, #ADA392, BI-WEEKLY SERVICE, 7/19/21 - 8/15/21 - SADIE CREEK PARK</u>	08/16/2021	172.96	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	8/21		
	Total 114-12293308:					172.96	.00					
1463	A COMPANY, INC.	114-12293310		<u>ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM RENTAL, #ADA412, WEEKLY SERVICE, 7/19/21 - 8/15/21 - NICHOLSON PARK</u>	08/16/2021	218.92	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	8/21		
	Total 114-12293310:					218.92	.00					
1463	A COMPANY, INC.	114-12293311		<u>ADA PORTABLE RESTROOM RENTAL, #ADA397, BI-WEEKLY SERVICE, 7/19/21 - 8/15/21 - WINCHESTER PARK</u>	08/16/2021	172.96	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	8/21		
	Total 114-12293311:					172.96	.00					
1463	A COMPANY, INC.	114-12320018		<u>ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 8/20/21 - 9/16/21 - BUTLER PARK</u>	08/23/2021	212.57	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	8/21		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 8/13/2021-9/2/2021

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 114-12320018:						212.57	.00					
Total A COMPANY, INC.:						2,317.96	.00					
ADA COUNTY HIGHWAY DISTRICT (RENT)												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	16732		<u>SHOP RENT FOR SEPT 2021-PARKS</u>	08/16/2021	148.50	.00	01-6211 RENT-BUILDINGS & LAND	1004	8/21		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	16732		<u>SHOP RENT FOR SEPT 2021-WATER</u>	08/16/2021	126.00	.00	20-6211 RENT-BUILDINGS & LAND	0	8/21		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	16732		<u>SHOP RENT FOR SEPT 2021-SEWER</u>	08/16/2021	121.50	.00	21-6211 RENT - BUILDINGS & LAND	0	8/21		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	16732		<u>SHOP RENT FOR SEPT 2021-PI</u>	08/16/2021	54.00	.00	25-6211 RENT - BUILDINGS & LAND	0	8/21		
Total 16732:						450.00	.00					
Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	.00					
ADA COUNTY PROSECUTING ATTORNE												
176	ADA COUNTY PROSECUTING ATTORNE	08242021ACP		<u>PROSECUTORIAL SERVICES FOR SEPTEMBER 2021</u>	08/24/2021	4,500.00	.00	01-6203 PROSECUTORIAL SERVICES	0	8/21		
Total 08242021ACPA:						4,500.00	.00					
Total ADA COUNTY PROSECUTING ATTORNE:						4,500.00	.00					
ADVANCED COMMUNICATIONS, INC.												
1566	ADVANCED COMMUNICATIONS, INC.	IN-8001081299		<u>INTERNET SERVICE AT THE PARKS OFFICE 08/01-08/31/2021</u>	08/02/2021	164.75	164.75	01-6290 UTILITIES	1004	8/21	08/13/2021	
Total IN-80010812998:						164.75	164.75					
Total ADVANCED COMMUNICATIONS, INC.:						164.75	164.75					

City of Kuna

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
ALLIANCE MEDICAL GROUP LLC												
2072	ALLIANCE MEDICAL GROUP LLC	8773-082821		<u>NEW EMPLOYEE DRUG SCREEN, S. BARKER, CLAIM #4961848, AUG'21 - BUILDING</u>	08/28/2021	25.00	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	1005	8/21		
2072	ALLIANCE MEDICAL GROUP LLC	8773-082821		<u>NEW EMPLOYEE DRUG SCREEN, M. TREASURE, CLAIM #4955019, AUG'21 - ECONOMIC DEVELOPMENT</u>	08/28/2021	25.00	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	4000	8/21		
Total 8773-082821:						50.00	.00					
Total ALLIANCE MEDICAL GROUP LLC:						50.00	.00					
AMERICAN AIR FILTER COMPANY INC												
1842	AMERICAN AIR FILTER COMPANY INC	91707605	12198	<u>AIR FILTERS, M. NADEAU, AUG. '21- SEWER</u>	08/26/2021	535.80	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	8/21		
Total 91707605:						535.80	.00					
Total AMERICAN AIR FILTER COMPANY INC:						535.80	.00					
AUMA ACTUATORS INC												
2021	AUMA ACTUATORS INC	6292884	12162	<u>SERVICE/REPAIR ON ACTUATOR, M.NADEAU, AUG.'21</u>	08/20/2021	744.00	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	8/21		
Total 6292884:						744.00	.00					
Total AUMA ACTUATORS INC:						744.00	.00					
AUTOZONE, INC.												
1606	AUTOZONE, INC.	4126432375	12046	<u>PLIERS, M.NADEAU, JULY'21 - SEWER</u>	07/28/2021	22.09	.00	<u>21-6175 SMALL TOOLS</u>	0	8/21		
Total 4126432375:						22.09	.00					
Total AUTOZONE, INC.:						22.09	.00					

City of Kuna

 Payment Approval Report - City Council Approval
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 Sep 02, 2021 08:45AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
B & N LEGACY												
2087	B & N LEGACY	3		<u>COMMUNITY EVENTS, CATERING PERMIT AND BARTENDER FOR KUNA DAYS, AUG. '21</u>	08/06/2021	82.50	.00	<u>03-6384 EXP- COMMUNITY EVENTS</u>	0	8/21		
Total 3:						82.50	.00					
Total B & N LEGACY:						82.50	.00					
BOISE RIGGING SUPPLY												
246	BOISE RIGGING SUPPLY	B108938	12172	<u>THIMBLE, 70 FT CABLE WITH HOOK, M. NADEAU, AUG. '21</u>	08/02/2021	345.25	.00	<u>21-6150 M & R - SYSTEM</u>	0	8/21		
Total B108938:						345.25	.00					
Total BOISE RIGGING SUPPLY:						345.25	.00					
BOLEN'S CONTROL HOUSE, INC.												
617	BOLEN'S CONTROL HOUSE, INC.	S1320487.001	12181	<u>2 EA FUSES FOR NEW BLOWER, M. NADEAU, AUG'21</u>	08/23/2021	30.07	.00	<u>21-6150 M & R - SYSTEM</u>	0	8/21		
Total S1320487.001:						30.07	.00					
Total BOLEN'S CONTROL HOUSE, INC.:						30.07	.00					
BUYWYZ LLC												
1795	BUYWYZ LLC	170653	12093	<u>20 SETS INDEX DIVIDERS, 1 PACK NOTEPADS, 2 EA GEL GLUE, FOR CITY HALL, AUG'21 - ADMIN</u>	08/09/2021	18.11	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	8/21		
1795	BUYWYZ LLC	170653	12093	<u>20 SETS INDEX DIVIDERS, 1 PACK NOTEPADS, 2 EA GEL GLUE, FOR CITY HALL, AUG'21 - WATER</u>	08/09/2021	12.39	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	8/21		
1795	BUYWYZ LLC	170653	12093	<u>20 SETS INDEX DIVIDERS, 1 PACK NOTEPADS, 2 EA GEL GLUE, FOR CITY HALL, AUG'21 - SEWER</u>	08/09/2021	12.39	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	8/21		

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1795	BUYWYZ LLC	170653	12093	<u>20 SETS INDEX DIVIDERS, 1 PACK NOTEPADS, 2 EA GEL GLUE, FOR CITY HALL, AUG'21 - PI</u>	08/09/2021	4.77	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	8/21		
1795	BUYWYZ LLC	170653	12093	<u>6 EA NOTEBOOKS, 2 EA AUTOMATIC PENCILS, 4 TUBES HI-POLYMER LEADS, FOR TREATMENT PLANT, AUG'21 - WATER</u>	08/09/2021	21.39	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	8/21		
1795	BUYWYZ LLC	170653	12093	<u>6 EA NOTEBOOKS, 2 EA AUTOMATIC PENCILS, 4 TUBES HI-POLYMER LEADS, FOR TREATMENT PLANT, AUG'21 - SEWER</u>	08/09/2021	21.39	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	8/21		
1795	BUYWYZ LLC	170653	12093	<u>6 EA NOTEBOOKS, 2 EA AUTOMATIC PENCILS, 4 TUBES HI-POLYMER LEADS, FOR TREATMENT PLANT, AUG'21 - PI</u>	08/09/2021	8.14	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	8/21		
1795	BUYWYZ LLC	170653	12093	<u>4 SETS TAB DIVIDERS, FOR T. RIVERA, AUG'21 - WATER</u>	08/09/2021	5.59	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	8/21		
1795	BUYWYZ LLC	170653	12093	<u>4 SETS TAB DIVIDERS, FOR T. RIVERA, AUG'21 - SEWER</u>	08/09/2021	5.59	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	8/21		
1795	BUYWYZ LLC	170653	12093	<u>4 SETS TAB DIVIDERS, FOR T. RIVERA, AUG'21 - PI</u>	08/09/2021	2.14	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	8/21		
Total 170653:						111.90	.00					
1795	BUYWYZ LLC	170653.1	12093	<u>1 DOZEN MECHANICAL PENCILS, FOR TREATMENT PLANT, D. CROSSLEY, AUG'21 - WATER</u>	08/10/2021	8.71	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	8/21		
1795	BUYWYZ LLC	170653.1	12093	<u>1 DOZEN MECHANICAL PENCILS, FOR TREATMENT PLANT, D. CROSSLEY, AUG'21 - SEWER</u>	08/10/2021	8.71	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	8/21		
1795	BUYWYZ LLC	170653.1	12093	<u>1 DOZEN MECHANICAL PENCILS, FOR TREATMENT PLANT, D. CROSSLEY, AUG'21 - PI</u>	08/10/2021	3.32	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	8/21		

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				<u>FOR JANITORIAL SUPPLY, AUG'21 - JANITORIAL</u>	08/27/2021	335.06	.00	<u>01-6025 JANITORIAL</u>	0	8/21		
1795	BUYWYZ LLC	171369	12204	<u>1 PACK FACIAL TISSUE, 1 CARTON OF DISENFECTING WIPES, FOR CITY HALL, AUG'21 - ADMIN</u>	08/27/2021	27.82	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	8/21		
1795	BUYWYZ LLC	171369	12204	<u>1 PACK FACIAL TISSUE, 1 CARTON OF DISENFECTING WIPES, FOR CITY HALL, AUG'21 - WATER</u>	08/27/2021	19.04	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	8/21		
1795	BUYWYZ LLC	171369	12204	<u>1 PACK FACIAL TISSUE, 1 CARTON OF DISENFECTING WIPES, FOR CITY HALL, AUG'21 - SEWER</u>	08/27/2021	19.04	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	8/21		
1795	BUYWYZ LLC	171369	12204	<u>1 PACK FACIAL TISSUE, 1 CARTON OF DISENFECTING WIPES, FOR CITY HALL, AUG'21 - PI</u>	08/27/2021	7.32	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	8/21		
Total 171369:						408.28	.00					
1795	BUYWYZ LLC	171369.1	12204	<u>1 DOZEN BLACK BALL PENS, FOR TREATMENT PLANT, AUG'21 - WATER</u>	08/27/2021	8.92	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	8/21		
1795	BUYWYZ LLC	171369.1	12204	<u>1 DOZEN BLACK BALL PENS, FOR TREATMENT PLANT, AUG'21 - SEWER</u>	08/27/2021	8.92	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	8/21		
1795	BUYWYZ LLC	171369.1	12204	<u>1 DOZEN BLACK BALL PENS, FOR TREATMENT PLANT, AUG'21 - PI</u>	08/27/2021	3.39	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	8/21		
Total 171369.1:						21.23	.00					
1795	BUYWYZ LLC	171369.2	12204	<u>2 EA DRY ERASE BOARD ERASER, FOR CITY HALL, C. MERRITT, AUG'21 - ADMIN</u>	08/31/2021	2.78	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	8/21		
1795	BUYWYZ LLC	171369.2	12204	<u>2 EA DRY ERASE BOARD ERASER, FOR CITY HALL, C. MERRITT, AUG'21 - WATER</u>	08/31/2021	1.90	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	8/21		

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1795	BUYWYZ LLC	171369.2	12204	<u>2 EA DRY ERASE BOARD ERASER, FOR CITY HALL, C. MERRITT, AUG'21 - SEWER</u>	08/31/2021	1.90	.00	21-6165 OFFICE SUPPLIES	0	8/21		
1795	BUYWYZ LLC	171369.2	12204	<u>2 EA DRY ERASE BOARD ERASER, FOR CITY HALL, C. MERRITT, AUG'21 - PI</u>	08/31/2021	.74	.00	25-6165 OFFICE SUPPLIES	0	8/21		
1795	BUYWYZ LLC	171369.2	12204	<u>1 PACK AA BATTERIES, FOR TREATMENT PLANT, D. CROSSLEY, AUG'21 - WATER</u>	08/31/2021	8.92	.00	20-6165 OFFICE SUPPLIES	0	8/21		
1795	BUYWYZ LLC	171369.2	12204	<u>1 PACK AA BATTERIES, FOR TREATMENT PLANT, D. CROSSLEY, AUG'21 - SEWER</u>	08/31/2021	8.92	.00	21-6165 OFFICE SUPPLIES	0	8/21		
1795	BUYWYZ LLC	171369.2	12204	<u>1 PACK AA BATTERIES, FOR TREATMENT PLANT, D. CROSSLEY, AUG'21 - PI</u>	08/31/2021	3.40	.00	25-6165 OFFICE SUPPLIES	0	8/21		
Total 171369.2:						28.56	.00					
Total BUYWYZ LLC:						869.44	.00					
CAMDEN HUGHES												
1995	CAMDEN HUGHES	08202021CH		<u>LIVE MUSIC AT THE VILLAGE, AUG.'21</u>	08/20/2021	300.00	300.00	01-6070 DONATIONS EXPENSE	0	8/21	08/20/2021	
Total 08202021CH:						300.00	300.00					
Total CAMDEN HUGHES:						300.00	300.00					
CENTURYLINK												
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 08/07 -09/06/2021-ADMIN</u>	08/07/2021	14.93	14.93	01-6255 TELEPHONE	0	8/21	08/20/2021	
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 08/07 -09/06/2021-WATER</u>	08/07/2021	13.86	13.86	20-6255 TELEPHONE EXPENSE	0	8/21	08/20/2021	
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 08/07 -09/06/2021-SEWER</u>	08/07/2021	13.86	13.86	21-6255 TELEPHONE EXPENSE	0	8/21	08/20/2021	

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62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 08/07 -09/06/2021-PI</u>	08/07/2021	5.33	5.33	<u>25-6255 TELEPHONE EXPENSE</u>	0	8/21	08/20/2021	
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 08/07 -09/06/2021-P&Z</u>	08/07/2021	5.33	5.33	<u>01-6255 TELEPHONE</u>	1003	8/21	08/20/2021	
Total 2089229179548B08072021:						53.31	53.31					
Total CENTURYLINK:						53.31	53.31					
CORE & MAIN LP												
63	CORE & MAIN LP	P465442	12174	<u>100 EA METERS, 200 EA GASKETS, RINGS, B.BURR, AUG.'21</u>	08/23/2021	33,767.29	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1089	8/21		
Total P465442:						33,767.29	.00					
Total CORE & MAIN LP:						33,767.29	.00					
CREATIVE WRAPS												
1970	CREATIVE WRAPS	2198		<u>VINYL INSTALLATION SERVICES ON DIBOND SIGN FACE FOR KUNA MARKET PLACE, J. EDINGER, AUG. '21</u>	08/11/2021	850.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1250	8/21		
Total 2198:						850.00	.00					
Total CREATIVE WRAPS:						850.00	.00					
D & B SUPPLY												
75	D & B SUPPLY	2334	12125	<u>1 EA RIVETS, J. MORFIN, AUG. '21</u>	08/11/2021	6.99	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	8/21		
Total 2334:						6.99	.00					

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75	D & B SUPPLY	24757	12148	<u>TANK CLEANER, M. MEADE, AUG'21</u>	08/17/2021	35.96	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	8/21		
Total 24757:						35.96	.00					
75	D & B SUPPLY	3448	12156	<u>ANCHOR FOR CANOPY, J. MORFIN, AUG. '21</u>	08/18/2021	9.99	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	8/21		
Total 3448:						9.99	.00					
75	D & B SUPPLY	4127	12176	<u>WEED EATER STRING, J. PEREZ, AUG.'21</u>	08/23/2021	39.99	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	8/21		
Total 4127:						39.99	.00					
75	D & B SUPPLY	4298	12190	<u>NAILS FOR BUILDING MAINTENANCE, S.HOWELL, AUG.'21</u>	08/24/2021	39.99	.00	01-6140 MAINT. & REPAIR BUILDING	1004	8/21		
Total 4298:						39.99	.00					
75	D & B SUPPLY	58094	12130	<u>OUTDOOR FAUCET FOR HISTORY BUILDING, B. GILLOGY, AUG '21</u>	08/11/2021	39.99	.00	01-6140 MAINT. & REPAIR BUILDING	1004	8/21		
Total 58094:						39.99	.00					
75	D & B SUPPLY	82078	12134	<u>2 TAPE MEASURES FOR PARKS OFFICE, J. MORFIN, AUG. '21</u>	08/11/2021	34.98	.00	01-6175 SMALL TOOLS	1004	8/21		
Total 82078:						34.98	.00					
75	D & B SUPPLY	95140	12152	<u>BATTERIES FOR CITY HALL ALARM SYSTEM, S. HOWELL, AUG'21-ADMIN</u>	08/17/2021	7.60	.00	01-6140 MAINT. & REPAIR BUILDING	0	8/21		

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				<u>'21-WATER</u>	09/01/2021	65.00	.00	<u>20-6052 CONTRACT SERVICES</u>	0	8/21		
1831	FATBEAM LLC	20392		<u>MONTHLY RECURRING CHARGE FOR CONNECT INTERNET SERVICE FOR SEPT. '21-SEWER</u>	09/01/2021	65.00	.00	<u>21-6052 CONTRACT SERVICES</u>	0	8/21		
1831	FATBEAM LLC	20392		<u>MONTHLY RECURRING CHARGE FOR CONNECT INTERNET SERVICE FOR SEPT. '21-PI</u>	09/01/2021	25.00	.00	<u>25-6052 CONTRACT SERVICES</u>	0	8/21		
Total 20392:						250.00	.00					
Total FATBEAM LLC:						250.00	.00					
FERGUSON ENTERPRISES INC												
219	FERGUSON ENTERPRISES INC	0793408	12151	<u>2 EA RAPTOR 4- WAY SILL KEYS, T. FLEMING, AUG. '21</u>	08/20/2021	13.90	.00	<u>21-6175 SMALL TOOLS</u>	0	8/21		
Total 0793408:						13.90	.00					
Total FERGUSON ENTERPRISES INC:						13.90	.00					
FIRE SENTRY SYSTEMS INC												
2023	FIRE SENTRY SYSTEMS INC	21-616		<u>CITY HALL ELEVATOR DEFICIENCY REPAIRS, B. WITHROW, AUG. '21-ADMIN</u>	08/09/2021	969.00	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	0	8/21		
2023	FIRE SENTRY SYSTEMS INC	21-616		<u>CITY HALL ELEVATOR DEFICIENCY REPAIRS, B. WITHROW, AUG. '21-WATER</u>	08/09/2021	663.00	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	8/21		
2023	FIRE SENTRY SYSTEMS INC	21-616		<u>CITY HALL ELEVATOR DEFICIENCY REPAIRS, B. WITHROW, AUG. '21-SEWER</u>	08/09/2021	663.00	.00	<u>21-6140 MAINT. & REPAIR BUILDING</u>	0	8/21		
2023	FIRE SENTRY SYSTEMS INC	21-616		<u>CITY HALL ELEVATOR DEFICIENCY REPAIRS, B. WITHROW, AUG. '21-PI</u>	08/09/2021	255.00	.00	<u>25-6140 MAINT. & REPAIR BUILDING</u>	0	8/21		

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Total 21-616:						2,550.00	.00					
Total FIRE SENTRY SYSTEMS INC:						2,550.00	.00					
FLUID CONNECTOR PRODUCTS, INC.												
1083	FLUID CONNECTOR PRODUCTS, INC.	8028112	12153	<u>TUBING FOR CHLORINE ANALYZER, T. SHAFFER, AUG'21 - SEWER</u>	08/18/2021	38.15	.00	<u>21-6150 M & R - SYSTEM</u>	0	8/21		
Total 8028112:						38.15	.00					
Total FLUID CONNECTOR PRODUCTS, INC.:						38.15	.00					
G & R AG PRODUCTS, INC.												
376	G & R AG PRODUCTS, INC.	1259688-0001-	12120	<u>REPAIR PART FOR WATER TANK PUMP, B. GILLOGY, AUG. '21</u>	08/10/2021	57.67	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	8/21		
Total 1259688-0001-01:						57.67	.00					
Total G & R AG PRODUCTS, INC.:						57.67	.00					
ICRMP												
35	ICRMP	02101-2022-1		<u>RISK INSURANCE, 1ST INSTALLMENT, POLICY PERIOD 10/01/21-09/30/22-ADMIN</u>	09/04/2021	18,594.81	.00	<u>01-1500 PREPAID EXPENSES</u>	0	8/21		
35	ICRMP	02101-2022-1		<u>RISK INSURANCE, 1ST INSTALLMENT, POLICY PERIOD 10/01/21-09/30/22-WATER</u>	09/04/2021	10,779.60	.00	<u>20-1500 PREPAID EXPENSES</u>	0	8/21		
35	ICRMP	02101-2022-1		<u>RISK INSURANCE, 1ST INSTALLMENT, POLICY PERIOD 10/01/21-09/30/22-SEWER</u>	09/04/2021	22,098.18	.00	<u>21-1500 PREPAID EXPENSES</u>	0	8/21		
35	ICRMP	02101-2022-1		<u>RISK INSURANCE, 1ST INSTALLMENT, POLICY PERIOD 10/01/21-09/30/22-PI</u>	09/04/2021	2,425.41	.00	<u>25-1500 PREPAID EXPENSES</u>	0	8/21		
Total 02101-2022-1:						53,898.00	.00					

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Total ICRMP:						53,898.00	.00					
IDAHO ECONOMIC DEVELOPMENT ASSOC INC												
1910	IDAHO ECONOMIC DEVELOPMENT ASSOC INC	1458		<u>2021 IEDA MEMBERSHIP FOR M. TREASURE, AUG. '21</u>	08/19/2021	250.00	.00	<u>01-6075 DUES & MEMBERSHIPS</u>	4000	8/21		
Total 1458:						250.00	.00					
Total IDAHO ECONOMIC DEVELOPMENT ASSOC INC:						250.00	.00					
IDAHO POWER CO												
38	IDAHO POWER CO	08132021IP		<u>ELECTRIC SERVICE 06/15-07/21/2021- STREETS</u>	07/29/2021	1,543.06	1,543.06	<u>01-6290 UTILITIES</u>	1002	8/21	08/13/2021	
Total 08132021IP:						1,543.06	1,543.06					
Total IDAHO POWER CO:						1,543.06	1,543.06					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	12745	12068	<u>AD# 129716. LEGAL PUBLIC NOTICE, FISCAL YEAR 2020-2021 BUDGETN. STANLEY, JULY. '21</u>	08/11/2021	122.68	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	8/21		
1802	IDAHO PRESS TRIBUNE, LLC	12745	12068	<u>AD# 129716. LEGAL PUBLIC NOTICE, FISCAL YEAR 2020-2021 BUDGETN. STANLEY, JULY. '21-WATER</u>	08/11/2021	83.94	.00	<u>20-6125 LEGAL PUBLICATIONS</u>	0	8/21		
1802	IDAHO PRESS TRIBUNE, LLC	12745	12068	<u>AD# 129716. LEGAL PUBLIC NOTICE, FISCAL YEAR 2020-2021 BUDGETN. STANLEY, JULY. '21-SEWER</u>	08/11/2021	83.94	.00	<u>21-6125 LEGAL PUBLICATIONS EXPENSE</u>	0	8/21		
1802	IDAHO PRESS TRIBUNE, LLC	12745	12068	<u>AD# 129716. LEGAL PUBLIC NOTICE, FISCAL YEAR 2020-2021 BUDGETN. STANLEY, JULY. '21-PI</u>	08/11/2021	32.28	.00	<u>25-6125 LEGAL PUBLICATIONS</u>	0	8/21		
Total 12745:						322.84	.00					

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1802	IDAHO PRESS TRIBUNE, LLC	12746	12060	<u>AD#129732, LEGAL PUBLIC NOTICE, URA BUDGET PUBLICATION, N. STANLEY, JULY'21</u>	08/11/2021	218.56	.00	<u>52-6045 CONTINGENCY</u>	0	8/21		
Total 12746:						218.56	.00					
1802	IDAHO PRESS TRIBUNE, LLC	13169	12175	<u>AD# 137675, LEGAL PUBLIC NOTICE, CANDIDATE FILING DEADLINE, N. STANLEY, AUG. '21</u>	08/25/2021	50.14	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	8/21		
Total 13169:						50.14	.00					
1802	IDAHO PRESS TRIBUNE, LLC	13170	12165	<u>AD# 137711, LEGAL PUBLIC NOTICE, CASE NO. 20-01-PUD, 20-08-S, 20-06-ZC, 20-05-SUP, MERLIN COTTAGE, D. HANSON, AUG. '21</u>	08/25/2021	50.14	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	8/21		
Total 13170:						50.14	.00					
1802	IDAHO PRESS TRIBUNE, LLC	13171	12165	<u>AD# 137721, LEGAL PUBLIC NOTICE, CASE NO. 21-11-AN, EAST KUNA INDUSTRIAL, D. HANSON, AUG. '21</u>	08/25/2021	52.36	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	8/21		
Total 13171:						52.36	.00					
1802	IDAHO PRESS TRIBUNE, LLC	13172	12161	<u>AD# 137728, LEGAL PUBLIC NOTICE, ORDINANCE 2021-21, PATTERSON FAMILY ENTERPRISES, N. STANLEY, AUG'21</u>	08/25/2021	326.59	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	8/21		
Total 13172:						326.59	.00					
1802	IDAHO PRESS TRIBUNE, LLC	13173	12161	<u>AD# 137745, LEGAL PUBLIC NOTICE, ORDINANCE 2021-23, PATTERSON FAMILY ENTERPRISES, N. STANLEY, AUG'21</u>	08/25/2021	704.00	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	8/21		

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Total 13173:						704.00	.00					
Total IDAHO PRESS TRIBUNE, LLC:						1,724.63	.00					
IDAHO STATE POLICE												
1509	IDAHO STATE POLICE	08252021IDSP		<u>SOLICITOR BACKGROUND CHECKS, S22008530, S22008531, S22008532, S22008533, S22008534, S22010238, SSS010240, S22013594, S22013595, S22013597, S22013598, S22013599, S22013600, S22010239, S22013596, AUG. '21</u>	08/25/2021	498.75	.00	01-2075 <u>UNEARNED REVENUE</u>	0	8/21		
Total 08252021IDSP:						498.75	.00					
Total IDAHO STATE POLICE:						498.75	.00					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	482135196082		<u>NATURAL GAS CONSUMPTION AT SENIOR CENTER 07/29-08/26/2021</u>	08/27/2021	34.76	.00	01-6290 <u>UTILITIES</u>	1001	8/21		
Total 48213519608272021:						34.76	.00					
37	INTERMOUNTAIN GAS CO	482195000080		<u>NATURAL GAS CONSUMPTION AT WASTEWATER TREATMENT PLANT, 07/07-08/04/2021-WATER</u>	08/05/2021	5.13	5.13	20-6290 <u>UTILITIES EXPENSE</u>	0	8/21	08/13/2021	
37	INTERMOUNTAIN GAS CO	482195000080		<u>NATURAL GAS CONSUMPTION AT WASTEWATER TREATMENT PLANT, 07/07-08/04/2021-SEWER</u>	08/05/2021	5.13	5.13	21-6290 <u>UTILITIES EXPENSE</u>	0	8/21	08/13/2021	
37	INTERMOUNTAIN GAS CO	482195000080		<u>NATURAL GAS CONSUMPTION AT WASTEWATER TREATMENT PLANT, 07/07-08/04/2021-PI</u>	08/05/2021	1.94	1.94	25-6290 <u>UTILITIES EXPENSE</u>	0	8/21	08/13/2021	

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Total 48219500008052021:						12.20	12.20					
37	INTERMOUNTAIN GAS CO	482327707082		<u>NATURAL GAS CONSUMPTION AT PARKS OFFICE, 07/29- 08/26/2021</u>	08/27/2021	5.67	.00	<u>01-6290 UTILITIES</u>	1004	8/21		
Total 48232770708272021:						5.67	.00					
37	INTERMOUNTAIN GAS CO	482634665082		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 07/29-08/26/2021- ADMIN</u>	08/27/2021	3.83	.00	<u>01-6290 UTILITIES</u>	0	8/21		
37	INTERMOUNTAIN GAS CO	482634665082		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 07/29-08/26/2021- WATER</u>	08/27/2021	3.56	.00	<u>20-6290 UTILITIES EXPENSE</u>	0	8/21		
37	INTERMOUNTAIN GAS CO	482634665082		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 07/29-08/26/2021- SEWER</u>	08/27/2021	3.56	.00	<u>21-6290 UTILITIES EXPENSE</u>	0	8/21		
37	INTERMOUNTAIN GAS CO	482634665082		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 07/29-08/26/2021- PI</u>	08/27/2021	1.36	.00	<u>25-6290 UTILITIES EXPENSE</u>	0	8/21		
37	INTERMOUNTAIN GAS CO	482634665082		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 07/29-08/26/2021- P&Z</u>	08/27/2021	1.36	.00	<u>01-6290 UTILITIES</u>	1003	8/21		
Total 48263466508272021:						13.67	.00					
Total INTERMOUNTAIN GAS CO:						66.30	12.20					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	07312021JM-S		<u>SLUDGE REMOVAL FOR JULY 2021</u>	07/30/2021	5,065.21	.00	<u>21-6153 M & R - SLUDGE DISPOSAL</u>	0	8/21		
Total 07312021JM-S:						5,065.21	.00					
230	J & M SANITATION, INC.	08052021-081		<u>SANITATION RECEIPT TRANSFER 08/05-08/12/2021</u>	08/13/2021	85,394.24	85,394.24	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	8/21	08/13/2021	

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230	J & M SANITATION, INC.	08052021-081		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES 08/05-08/12/2021</u>	08/13/2021	-8,436.95	-8,436.95	<u>01-4170 FRANCHISE FEES</u>	0	8/21	08/13/2021	
Total 08052021-08122021:						76,957.29	76,957.29					
230	J & M SANITATION, INC.	08132021-081		<u>SANITATION RECEIPT TRANSFER 08/13-08/19/2021</u>	08/20/2021	83,210.44	83,210.44	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	8/21	08/20/2021	
230	J & M SANITATION, INC.	08132021-081		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES 08/13-08/19/2021</u>	08/20/2021	-8,221.20	-8,221.20	<u>01-4170 FRANCHISE FEES</u>	0	8/21	08/20/2021	
Total 08132021-08192021:						74,989.24	74,989.24					
230	J & M SANITATION, INC.	08202021-082		<u>SANITATION RECEIPT TRANSFER 08/20-08/26/2021</u>	08/27/2021	13,837.58	13,837.58	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	8/21	08/27/2021	
230	J & M SANITATION, INC.	08202021-082		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES 08/20-08/26/2021</u>	08/27/2021	-1,367.16	-1,367.16	<u>01-4170 FRANCHISE FEES</u>	0	8/21	08/27/2021	
Total 08202021-08262021:						12,470.42	12,470.42					
Total J & M SANITATION, INC.:						169,482.16	164,416.95					
JACK HENRY & ASSOCIATES, INC.												
1328	JACK HENRY & ASSOCIATES, INC.	3759596		<u>ENTERPRISE MONTHLY PAYMENT SOLUTIONS FOR JULY 2021-ADMIN</u>	08/01/2021	47.22	.00	<u>01-6052 CONTRACT SERVICES</u>	0	8/21		
1328	JACK HENRY & ASSOCIATES, INC.	3759596		<u>ENTERPRISE MONTHLY PAYMENT SOLUTIONS FOR JULY 2021-WATER</u>	08/01/2021	32.31	.00	<u>20-6052 CONTRACT SERVICES</u>	0	8/21		
1328	JACK HENRY & ASSOCIATES, INC.	3759596		<u>ENTERPRISE MONTHLY PAYMENT SOLUTIONS FOR JULY 2021-SEWER</u>	08/01/2021	32.31	.00	<u>21-6052 CONTRACT SERVICES</u>	0	8/21		

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1328	JACK HENRY & ASSOCIATES, INC.	3759596		ENTERPRISE MONTHLY PAYMENT SOLUTIONS FOR JULY 2021-PI	08/01/2021	12.42	.00	25-6052 CONTRACT SERVICES	0	8/21		
Total 3759596:						124.26	.00					
Total JACK HENRY & ASSOCIATES, INC.:						124.26	.00					
JONATHAN STRICKLAND												
1976	JONATHAN STRICKLAND	413		JANITORIAL SERVICES FOR AUG'21. FOR CITY HALL - ADMIN	08/03/2021	212.80	.00	01-6025 JANITORIAL	0	8/21		
1976	JONATHAN STRICKLAND	413		JANITORIAL SERVICES FOR AUG'21. FOR CITY HALL - WATER	08/03/2021	145.60	.00	20-6025 JANITORIAL	0	8/21		
1976	JONATHAN STRICKLAND	413		JANITORIAL SERVICES FOR AUG'21. FOR CITY HALL - SEWER	08/03/2021	145.60	.00	21-6025 JANITORIAL	0	8/21		
1976	JONATHAN STRICKLAND	413		JANITORIAL SERVICES FOR AUG'21. FOR CITY HALL - WATER	08/03/2021	56.00	.00	25-6025 JANITORIAL	0	8/21		
Total 413:						560.00	.00					
1976	JONATHAN STRICKLAND	414		JANITORIAL SERVICES FOR AUG'21 - SENIOR CENTER	08/03/2021	446.00	.00	01-6025 JANITORIAL	1001	8/21		
Total 414:						446.00	.00					
1976	JONATHAN STRICKLAND	415		JANITORIAL SERVICE FOR AUG'21. FOR TREATMENT PLANT - WATER	08/03/2021	100.80	.00	20-6025 JANITORIAL	0	8/21		
1976	JONATHAN STRICKLAND	415		JANITORIAL SERVICE FOR AUG'21. FOR TREATMENT PLANT - SEWER	08/03/2021	100.80	.00	21-6025 JANITORIAL	0	8/21		
1976	JONATHAN STRICKLAND	415		JANITORIAL SERVICE FOR AUG'21. FOR TREATMENT PLANT - PI	08/03/2021	38.40	.00	25-6025 JANITORIAL	0	8/21		

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Total 415:						240.00	.00					
Total JONATHAN STRICKLAND:						1,246.00	.00					
KELLER ASSOCIATES, INC.												
429	KELLER ASSOCIATES, INC.	0212075		<u>PROFESSIONAL SERVICES 07/01-07/31/2021, KUNA MODEL UPDATE-WATER</u>	08/10/2021	3,169.95	.00	<u>20-6202 PROFESSIONAL SERVICES</u>	0	8/21		
429	KELLER ASSOCIATES, INC.	0212075		<u>PROFESSIONAL SERVICES 07/01-07/31/2021, KUNA MODEL UPDATE-SEWER</u>	08/10/2021	3,169.95	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	8/21		
429	KELLER ASSOCIATES, INC.	0212075		<u>PROFESSIONAL SERVICES 07/01-07/31/2021, KUNA MODEL UPDATE-PI</u>	08/10/2021	1,207.60	.00	<u>25-6202 PROFESSIONAL SERVICES</u>	0	8/21		
Total 0212075:						7,547.50	.00					
Total KELLER ASSOCIATES, INC.:						7,547.50	.00					
KENDALL FORD OF MERIDIAN LLC												
1616	KENDALL FORD OF MERIDIAN LLC	R1CS89651	12192	<u>EXHAUST EMISSIONS REPAIR, TRUCK #24, S.HOWELL, AUG.'21</u>	08/12/2021	387.18	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	8/21		
Total R1CS89651:						387.18	.00					
Total KENDALL FORD OF MERIDIAN LLC:						387.18	.00					
KNIFE RIVER CORPORATION - MOUNTAIN WEST												
1524	KNIFE RIVER CORPORATION - MOUNTAIN WEST	279068		<u>RECYCLED ASPHALT FOR ECON VILLAGE, B. WITHROW, AUG. '21</u>	08/24/2021	280.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1250	8/21		
Total 279068:						280.00	.00					
1524	KNIFE RIVER CORPORATION - MOUNTAIN WEST	279085		<u>RECYCLED ASPHALT FOR ECON VILLAGE, B. WITHROW, AUG. 21</u>	08/24/2021	1,189.40	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1250	8/21		

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Total 279085:						1,189.40	.00					
Total KNIFE RIVER CORPORATION - MOUNTAIN WEST:						1,469.40	.00					
KUNA LUMBER												
499	KUNA LUMBER	A123862	12128	<u>9 VOLT BATTERIES FOR VALVES. ABBOTT. AUG. '21</u>	08/11/2021	35.96	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	8/21		
Total A123862:						35.96	.00					
499	KUNA LUMBER	A123950	12144	<u>5 GALLON BUCKET OF PAINT FOR DISC GOLF SHED. R. WARWICK. AUG. '21</u>	08/16/2021	175.49	.00	01-6140 MAINT. & REPAIR BUILDING	1004	8/21		
Total A123950:						175.49	.00					
499	KUNA LUMBER	A123956	12146	<u>2 BAGS OF CEMENT FOR FLAG POLE AT WWTP. B.GILLOGY. AUG. '21-WATER</u>	08/17/2021	3.69	.00	20-6150 M & R - SYSTEM	0	8/21		
499	KUNA LUMBER	A123956	12146	<u>2 BAGS OF CEMENT FOR FLAG POLE AT WWTP. B.GILLOGY. AUG. '21-SEWER</u>	08/17/2021	3.69	.00	21-6150 M & R - SYSTEM	0	8/21		
499	KUNA LUMBER	A123956	12146	<u>2 BAGS OF CEMENT FOR FLAG POLE AT WWTP. B.GILLOGY. AUG. '21-PI</u>	08/17/2021	1.40	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	8/21		
Total A123956:						8.78	.00					
499	KUNA LUMBER	A123988	12158	<u>CONCRETE FOR THE FLAG POLE AT WWTP. B.GILLOGY. AUG.'21 - WATER</u>	08/18/2021	30.18	.00	20-6150 M & R - SYSTEM	0	8/21		
499	KUNA LUMBER	A123988	12158	<u>CONCRETE FOR THE FLAG POLE AT WWTP. B.GILLOGY. AUG.'21 - SEWER</u>	08/18/2021	30.18	.00	21-6150 M & R - SYSTEM	0	8/21		
499	KUNA LUMBER	A123988	12158	<u>CONCRETE FOR THE FLAG POLE AT WWTP. B.GILLOGY. AUG.'21 - PI</u>	08/18/2021	11.48	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	8/21		

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Total A123988:						71.84	.00					
499	KUNA LUMBER	A124112	12200	<u>CHALK REEL AND CHALK, T.FLEMING, AUG.'21</u>	08/25/2021	8.08	.00	<u>21-6175 SMALL TOOLS</u>	0	8/21		
Total A124112:						8.08	.00					
499	KUNA LUMBER	A124119	12206	<u>PIPE, COUPLINGS, ADAPTER FOR SPRINKLER PARTS, D ABBOTT, AUG. '21</u>	08/25/2021	11.09	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	8/21		
Total A124119:						11.09	.00					
499	KUNA LUMBER	A124124	12211	<u>3 BAGS OF CONCRETE FOR MEMORIAL BENCH, J. MORFIN, AUG. '21</u>	08/26/2021	13.47	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	8/21		
Total A124124:						13.47	.00					
499	KUNA LUMBER	A124127	12213	<u>AERATOR SUPPLIES TO FIX FAUCET, TREATMENT PLANT, S. HOWELL, AUG. '21-WATER</u>	08/26/2021	5.88	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	8/21		
499	KUNA LUMBER	A124127	12213	<u>AERATOR SUPPLIES TO FIX FAUCET, TREATMENT PLANT, S. HOWELL, AUG. '21-SEWER</u>	08/26/2021	5.88	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	8/21		
499	KUNA LUMBER	A124127	12213	<u>AERATOR SUPPLIES TO FIX FAUCET, TREATMENT PLANT, S. HOWELL, AUG. '21-PI</u>	08/26/2021	1.62	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	8/21		
Total A124127:						13.38	.00					
499	KUNA LUMBER	A124129	12217	<u>SWIVEL CONTROL CARD, GARDEN HOSE, Y-HOSE SHUT OFF, LOCKING BALL VALVE FOR TEN MILE LIFT STATION, T. FLEMING, AUG. '21</u>	08/26/2021	67.08	.00	<u>21-6150 M & R - SYSTEM</u>	0	8/21		

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Total A124129:						67.08	.00					
499	KUNA LUMBER	A124130		<u>RETURN PO #12213, INV# A124127, AERATORS, S. HOWELL, AUG. '21-WATER</u>	08/26/2021	-4.19	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	8/21		
499	KUNA LUMBER	A124130		<u>RETURN PO #12213, INV# A124127, AERATORS, S. HOWELL, AUG. '21-SEWER</u>	08/26/2021	-4.19	.00	<u>21-6140 MAINT. & REPAIR BUILDING</u>	0	8/21		
499	KUNA LUMBER	A124130		<u>RETURN PO #12213, INV# A124127, AERATORS, S. HOWELL, AUG. '21-PI</u>	08/26/2021	-1.59	.00	<u>25-6140 MAINT. & REPAIR BUILDING</u>	0	8/21		
Total A124130:						-9.97	.00					
499	KUNA LUMBER	A124187	12229	<u>3/4" LOCKING BALL VALVE FOR TEN MILE LIFT STATION, T. HAMILTON, AUG. '21-SEWER</u>	08/30/2021	16.01	.00	<u>21-6150 M & R - SYSTEM</u>	0	8/21		
Total A124187:						16.01	.00					
499	KUNA LUMBER	B154594	12094	<u>1 BAG TIES FOR TEMPORARY FENCING FOR KUNA DAYS, R. WARWICK, AUG. '21</u>	08/04/2021	21.59	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	8/21		
Total B154594:						21.59	.00					
499	KUNA LUMBER	B154607	12102	<u>WIPES FOR CLEANING TRUCK, M. SMITH, AUG. '21</u>	08/05/2021	4.76	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	8/21		
Total B154607:						4.76	.00					
499	KUNA LUMBER	B154800	12142	<u>PAINT AND CAULK FOR THE DISK GOLF SHED, R. WARWICK, AUG.'21</u>	08/16/2021	38.72	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	8/21		

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Total B154800:						38.72	.00					
499	KUNA LUMBER	B154804	12143	<u>TORX EPOX FOR FLAG POLE AT TREATMENT PLANT, B. GILLOGY, AUG. '21, FLEET- ADMIN</u>	08/16/2021	6.07	.00	<u>01-6175 SMALL TOOLS</u>	0	8/21		
499	KUNA LUMBER	B154804	12143	<u>TORX EPOX FOR FLAG POLE AT TREATMENT PLANT, B. GILLOGY, AUG. '21, FLEET- WATER</u>	08/16/2021	2.43	.00	<u>20-6175 SMALL TOOLS</u>	0	8/21		
499	KUNA LUMBER	B154804	12143	<u>TORX EPOX FOR FLAG POLE AT TREATMENT PLANT, B. GILLOGY, AUG. '21, FLEET- SEWER</u>	08/16/2021	2.43	.00	<u>21-6175 SMALL TOOLS</u>	0	8/21		
499	KUNA LUMBER	B154804	12143	<u>TORX EPOX FOR FLAG POLE AT TREATMENT PLANT, B. GILLOGY, AUG. '21, FLEET-PI</u>	08/16/2021	1.21	.00	<u>25-6175 SMALL TOOLS</u>	0	8/21		
Total B154804:						12.14	.00					
499	KUNA LUMBER	B154919	12170	<u>IRRIGATION PARTS, D ABBOTT, AUG. '21</u>	08/19/2021	5.29	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	8/21		
Total B154919:						5.29	.00					
499	KUNA LUMBER	B154998	12180	<u>FLOOR ADHESIVE FOR CITY HALL, B. GILLOGY, AUG'21- ADMIN</u>	08/23/2021	1.64	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	0	8/21		
499	KUNA LUMBER	B154998		<u>FLOOR ADHESIVE FOR CITY HALL, B. GILLOGY, AUG'21- WATER</u>	08/23/2021	1.12	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	8/21		
499	KUNA LUMBER	B154998		<u>FLOOR ADHESIVE FOR CITY HALL, B. GILLOGY, AUG'21- SEWER</u>	08/23/2021	1.12	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	8/21		
499	KUNA LUMBER	B154998		<u>FLOOR ADHESIVE FOR CITY HALL, B. GILLOGY, AUG'21-PI</u>	08/23/2021	.43	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	8/21		

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Total B154998:						4.31	.00					
499	KUNA LUMBER	B155007	12182	<u>PARTS FOR FLAG LIGHT AT HISTORY CENTER, S. HOWELL, AUG'21</u>	08/23/2021	28.50	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	8/21		
Total B155007:						28.50	.00					
499	KUNA LUMBER	B155017	12183	<u>THREADED PLUGS, FOR SPRINKLER SYSTEM, M.NADEAU, AUG.'21</u>	08/23/2021	6.90	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	8/21		
Total B155017:						6.90	.00					
499	KUNA LUMBER	B155030	12187	<u>CHISELS AND SAW BLADE FOR LIFT STATION, J. DALRYMPLE, AUG. '21</u>	08/24/2021	23.82	.00	<u>21-6175 SMALL TOOLS</u>	0	8/21		
Total B155030:						23.82	.00					
499	KUNA LUMBER	B155036	12188	<u>SHOVEL, #2 BITS, EXTENDED BIT, M. NADEAU, AUG'21 - SEWER</u>	08/24/2021	38.40	.00	<u>21-6175 SMALL TOOLS</u>	0	8/21		
Total B155036:						38.40	.00					
499	KUNA LUMBER	B155056	12193	<u>TENSION BAND FOR ECON VILLAGE, M. MEADE, AUG. '21</u>	08/25/2021	10.75	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1250	8/21		
Total B155056:						10.75	.00					
499	KUNA LUMBER	B155063	12196	<u>FENCE RODS FOR ECON VILLAGE, S. HOWELL, AUG. 21</u>	08/25/2021	34.16	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1250	8/21		
499	KUNA LUMBER	B155063	12196	<u>WATER LINE FIX FOR HISTORY CENTER, S. HOWELL, AUG. '21</u>	08/25/2021	8.43	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	8/21		

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Total B155063:						42.59	.00					
499	KUNA LUMBER	B155065		<u>1 EA BRASS COMP UNION FOR WATER LEAK FIX AT HISTORY CENTER, S. HOWELL, AUG. '21</u>	08/25/2021	3.50	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	8/21		
499	KUNA LUMBER	B155065		<u>1 EA BRASS COMP SLEEVE FOR WATER LEAK FIX AT HISTORY CENTER, S. HOWELL, AUG. '21</u>	08/25/2021	-1.79	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	8/21		
Total B155065:						1.71	.00					
499	KUNA LUMBER	B155076	12203	<u>1 EA TWIST CHISEL BIT, 1 EA DUAL CHISEL BIT, R.DAVILA, AUG.'21</u>	08/25/2021	27.88	.00	<u>21-6175 SMALL TOOLS</u>	0	8/21		
Total B155076:						27.88	.00					
499	KUNA LUMBER	B155091	12210	<u>TOILET HANDLE FOR WWTP, S. HOWELL, AUG'21-WATER</u>	08/26/2021	2.83	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	8/21		
499	KUNA LUMBER	B155091	12210	<u>TOILET HANDLE FOR WWTP, S. HOWELL, AUG'21-SEWER</u>	08/26/2021	2.83	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	8/21		
499	KUNA LUMBER	B155091	12210	<u>TOILET HANDLE FOR WWTP, S. HOWELL, AUG'21-PI</u>	08/26/2021	1.08	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	8/21		
Total B155091:						6.74	.00					
499	KUNA LUMBER	B155108	12215	<u>6 IN EXTENDED BIT, M. NADEAU, AUG. '21-SEWER</u>	08/26/2021	8.54	.00	<u>21-6175 SMALL TOOLS</u>	0	8/21		
Total B155108:						8.54	.00					
499	KUNA LUMBER	B155133	12222	<u>HINGES FOR DOOR, GREENBELT WOMENS BATHROOM, S. HOWELL, AUG'21</u>	08/27/2021	18.52	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	8/21		

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Total B155133:						18.52	.00					
499	KUNA LUMBER	B155151	12227	<u>SANDING RESPIRATOR, J.DURNHAM, AUG. '21</u>	08/27/2021	7.64	.00	<u>01-6230 SAFETY TRAINING & EQUIPMENT</u>	1004	8/21		
Total B155151:						7.64	.00					
499	KUNA LUMBER	B155205	12230	<u>3' BURY HYDRANT AND PIPE INSULATION FOR TEN MILE LIFT STATION, R. DAVILA, AUG'21 - SEWER</u>	08/30/2021	69.01	.00	<u>21-6150 M & R - SYSTEM</u>	0	8/21		
Total B155205:						69.01	.00					
499	KUNA LUMBER	B155212	12233	<u>MOUSE TRAPS, J. DURHAM, AUG.'21</u>	08/30/2021	8.98	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	8/21		
Total B155212:						8.98	.00					
499	KUNA LUMBER	B155214	12234	<u>HEX NUT, HEX BOLT, PIPE CLAMP, M.NADEAU, AUG.'21</u>	08/30/2021	6.94	.00	<u>21-6150 M & R - SYSTEM</u>	0	8/21		
Total B155214:						6.94	.00					
Total KUNA LUMBER:						804.94	.00					
KUNA WELDING												
46	KUNA WELDING	6845	12238	<u>AIR HEADER FOR LAGOON #1, T.FLEMING, AUG.'21</u>	08/20/2021	348.70	.00	<u>21-6150 M & R - SYSTEM</u>	0	8/21		
Total 6845:						348.70	.00					
Total KUNA WELDING:						348.70	.00					

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				<u>OVERAGE CHARGE FOR (07/01-07/31/2021) CONTRACT LEASE CHARGE. MODEL #MPC307SPF. SERIAL #C509P900318-SEWER</u>	08/16/2021	29.37	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	8/21		
1619	LOCAHAN LLC	AR979827		<u>CONTRACT BASE RATE CHARGE FOR (08/01-08/31/2021) CONTRACT OVERAGE CHARGE FOR (07/01-07/31/2021) CONTRACT LEASE CHARGE. MODEL #MPC307SPF. SERIAL #C509P900318-PI</u>	08/16/2021	11.30	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	8/21		
1619	LOCAHAN LLC	AR979827		<u>CONTRACT BASE RATE CHARGE FOR (08/01-08/31/2021) CONTRACT OVERAGE CHARGE FOR (07/01-07/31/2021) CONTRACT LEASE CHARGE. MODEL #MPC307SPF. SERIAL #C509P900318-P&2</u>	08/16/2021	11.29	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1003	8/21		
Total AR979827:						112.96	.00					
1619	LOCAHAN LLC	AR979828		<u>CONTRACT BASE RATE CHARGE FOR (08/01-08/31/2021) CONTRACT OVERAGE CHARGE (07/01-07/31/2021) CONTRACT LEASE CHARGE. MODEL #MX2651. SERIAL #03012172-WATER</u>	08/16/2021	73.25	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	8/21		
1619	LOCAHAN LLC	AR979828		<u>CONTRACT BASE RATE CHARGE FOR (08/01-08/31/2021) CONTRACT OVERAGE CHARGE (07/01-07/31/2021) CONTRACT LEASE CHARGE. MODEL #MX2651. SERIAL #03012172-SEWER</u>	08/16/2021	73.25	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	8/21		
1619	LOCAHAN LLC	AR979828		<u>CONTRACT BASE RATE CHARGE FOR (08/01-08/31/2021) CONTRACT OVERAGE CHARGE (07/01-07/31/2021) CONTRACT LEASE CHARGE. MODEL #MX2651. SERIAL #03012172-PI</u>	08/16/2021	27.90	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	8/21		

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Total AR979828:						174.40	.00					
Total LOCAHAN LLC:						287.36	.00					
MERIDIAN FENCE COMPANY												
548	MERIDIAN FENCE COMPANY	24135	12136	<u>GATES AND HARDWARE FOR FENCE AT ECON VILLAGE, M. MEADE, AUG. '21</u>	08/24/2021	2,568.46	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1250	8/21		
Total 24135:						2,568.46	.00					
Total MERIDIAN FENCE COMPANY:						2,568.46	.00					
METROQUIP, INC.												
196	METROQUIP, INC.	P10849	12016	<u>WELDING JOB FOR HANDLES FOR SEWER TRUCK, GUIDES, 3 EA TUBES OF GREASE, R. SCHMIDT, JULY'21</u>	08/18/2021	170.52	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	8/21		
Total P10849:						170.52	.00					
Total METROQUIP, INC.:						170.52	.00					
MISCELLANEOUS #2												
1849	MISCELLANEOUS #2	08022021JW		<u>REFUND J. WUEHLER FOR 2021 MAYORS TABLE, AUG. '21</u>	08/02/2021	53.00	.00	<u>03-4222 REVENUE -MAYOR'S TABLE EVENT</u>	0	8/21		
Total 08022021JW:						53.00	.00					
1849	MISCELLANEOUS #2	08312021TB		<u>WINFIELD SPRINGS SUB NO 06, CASH BOND, AS PER RESOLUTION R73-2020</u>	08/31/2021	57,611.10	.00	<u>30-2080 DEVELOPER DEPOSITS</u>	0	8/21		
Total 08312021TB:						57,611.10	.00					
Total MISCELLANEOUS #2:						57,664.10	.00					

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PARTS, INC.												
470	PARTS, INC.	240647	11998	<u>MOTOR OIL, B WITHROW, AUG'21 - PARKS</u>	07/21/2021	20.99	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	8/21		
Total 240647:						20.99	.00					
470	PARTS, INC.	240701	12006	<u>POWER INVERTOR, FOR THE WATER VAN, B.BURR, JULY '21 - WATER</u>	07/22/2021	27.25	.00	<u>20-6175 SMALL TOOLS</u>	0	8/21		
Total 240701:						27.25	.00					
470	PARTS, INC.	241792	12118	<u>SWAY BAR BUSHINGS, FOR FLEET TRUCK #27, B. WITHROW, AUG'21 -</u>	08/09/2021	6.84	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	8/21		
470	PARTS, INC.	241792	12118	<u>SWAY BAR BUSHINGS, FOR FLEET TRUCK #27, B. WITHROW, AUG'21 - WATER</u>	08/09/2021	2.74	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	8/21		
470	PARTS, INC.	241792	12118	<u>SWAY BAR BUSHINGS, FOR FLEET TRUCK #27, B. WITHROW, AUG'21 - SEWER</u>	08/09/2021	2.74	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	8/21		
470	PARTS, INC.	241792	12118	<u>SWAY BAR BUSHINGS, FOR FLEET TRUCK #27, B. WITHROW, AUG'21 - PI</u>	08/09/2021	1.36	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	8/21		
Total 241792:						13.68	.00					
470	PARTS, INC.	241933	12126	<u>AIR FILTER, FOR JACOBSON LAWN MOWER, B. WITHROW, AUG'21 - PARKS</u>	08/11/2021	32.14	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	8/21		
Total 241933:						32.14	.00					
470	PARTS, INC.	241941	12127	<u>EMISSION PURGE VALVE, FOR WATER TRUCK, D. CROSSLEY, AUG'21 - WATER</u>	08/11/2021	61.53	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	8/21		

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470	PARTS, INC.	241941		<u>EMISSION PURGE VALVE, FOR WATER TRUCK, D. CROSSLEY, AUG'21 - P.I</u>	08/11/2021	15.38	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	8/21		
Total 241941:						76.91	.00					
470	PARTS, INC.	241954	12131	<u>FIX A FLAT, B. WITHROW, AUG'21 - PARKS</u>	08/11/2021	28.98	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	8/21		
Total 241954:						28.98	.00					
470	PARTS, INC.	242358	12154	<u>DOOR HANDLE, FOR PARKS RANGER TRUCK, B. WITHROW, AUG'21 - PARKS</u>	08/18/2021	26.77	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	8/21		
Total 242358:						26.77	.00					
470	PARTS, INC.	242909	12212	<u>DIESEL EXHAUST FLUID, FOR VAC TRUCK, T. FLEMING, AUG'21 - SEWER</u>	08/26/2021	7.99	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	8/21		
Total 242909:						7.99	.00					
470	PARTS, INC.	242975	12219	<u>BATTERY, FOR PARKS RED DUMP TRUCK, B. WITHROW, AUG'21 - PARKS</u>	08/27/2021	125.44	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	8/21		
Total 242975:						125.44	.00					
Total PARTS, INC.:						360.15	.00					
PEAK ALARM COMPANY, INC												
1021	PEAK ALARM COMPANY, INC	1135234		<u>ALARM MONITORING FOR WELLS(SNOWHAWK, DANSKIN, BEST BATH, EL CAJON, BUTLER, CEDAR, & SEGO PRAIRIE) 9/1/21 - 9/30/21 - WATER</u>	09/01/2021	215.01	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	8/21		

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1021	PEAK ALARM COMPANY, INC	1135234		<u>ALARM MONITORING FOR WELLS(SNOWHAWK, DANSKIN, BEST BATH, EL CAJON, BUTLER, CEDAR, & SEGO PRAIRIE) 9/1/21 - 9/30/21 - PI</u>	09/01/2021	53.75	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	8/21		
Total 1135234:						268.76	.00					
1021	PEAK ALARM COMPANY, INC	1135238		<u>ALARM MAINTENANCE AT TREATMENT PLANT, 9/1/21 - 11/30/21 - WATER</u>	09/01/2021	17.09	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	8/21		
1021	PEAK ALARM COMPANY, INC	1135238		<u>ALARM MAINTENANCE AT TREATMENT PLANT, 9/1/21 - 11/30/21 - SEWER</u>	09/01/2021	17.09	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	8/21		
1021	PEAK ALARM COMPANY, INC	1135238		<u>ALARM MAINTENANCE AT TREATMENT PLANT, 9/1/21 - 11/30/21 - PI</u>	09/01/2021	6.50	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	8/21		
Total 1135238:						40.68	.00					
1021	PEAK ALARM COMPANY, INC	1140206		<u>ALARM MONITORING FOR CEDAR WELL, 8/24/21 - 9/30/21 - WATER</u>	08/24/2021	8.10	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	8/21		
1021	PEAK ALARM COMPANY, INC	1140206		<u>ALARM MONITORING FOR CEDAR WELL, 8/24/21 - 9/30/21 - PI</u>	08/24/2021	2.03	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	8/21		
Total 1140206:						10.13	.00					
Total PEAK ALARM COMPANY, INC:						319.57	.00					
REXEL USA, INC.												
1613	REXEL USA, INC.	1U67700	12028	<u>PIPE SEALANT, FOR LIFT STATION, T. SHAFFER, JULY'21 - SEWER</u>	07/27/2021	20.68	.00	<u>21-6150 M & R - SYSTEM</u>	0	8/21		
Total 1U67700:						20.68	.00					

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1613	REXEL USA, INC.	1V86118	12115	<u>LED LIGHTS FOR THE WASTEWATER TREATMENT PLANT. S. HOWELL, AUG'21 - WATER</u>	08/10/2021	29.77	.00	<u>20-6150 M & R - SYSTEM</u>	0	8/21		
1613	REXEL USA, INC.	1V86118	12115	<u>LED LIGHTS FOR THE WASTEWATER TREATMENT PLANT. S. HOWELL, AUG'21 - SEWER</u>	08/10/2021	29.77	.00	<u>21-6150 M & R - SYSTEM</u>	0	8/21		
1613	REXEL USA, INC.	1V86118	12115	<u>LED LIGHTS FOR THE WASTEWATER TREATMENT PLANT. S. HOWELL, AUG'21 - PI</u>	08/10/2021	11.34	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	8/21		
Total 1V86118:						70.88	.00					
1613	REXEL USA, INC.	1W37322	12140	<u>FUSES FOR BLOWER, T. SHAFFER, AUG'21 - SEWER</u>	08/16/2021	40.43	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	8/21		
Total 1W37322:						40.43	.00					
1613	REXEL USA, INC.	1W40531	12140	<u>FUSES FOR BLOWER, T. SHAFFER, AUG'21 - SEWER</u>	08/17/2021	167.33	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	8/21		
Total 1W40531:						167.33	.00					
1613	REXEL USA, INC.	1W59156	12150	<u>STREET LIGHT FUSES, B. WITHROW, AUG'21 - STREET LIGHTS</u>	08/18/2021	108.16	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1002	8/21		
Total 1W59156:						108.16	.00					
Total REXEL USA, INC.:						407.48	.00					
RIDGEWOOD ENTERPRISES, INC												
1728	RIDGEWOOD ENTERPRISES, INC	2068767		<u>2 EACH CAPS. B. GILLOGY, AUG. '21</u>	08/26/2021	7.98	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	8/21		

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Total 2068767:						7.98	.00					
Total RIDGEWOOD ENTERPRISES, INC:						7.98	.00					
ROBERT L NICHOLS												
2047	ROBERT L NICHOLS	1-329	12186	<u>HISTORY CENTER STUCCO, B. WITHROW, AUG'21 - PARK</u>	08/23/2021	3,985.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1260	8/21		
Total 1-329:						3,985.00	.00					
Total ROBERT L NICHOLS:						3,985.00	.00					
ROBERTSON'S LLC												
2093	ROBERTSON'S LLC	26335	11961	<u>SHUTTERS FOR NEW BLOWER ROOM, FOR LAGOONS POND #7, T. FLEMING, JUL'21 - SEWER</u>	07/28/2021	398.00	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	8/21		
Total 26335:						398.00	.00					
Total ROBERTSON'S LLC:						398.00	.00					
SAFEGUARD BUSINESS SYSTEMS, INC												
32	SAFEGUARD BUSINESS SYSTEMS, INC	412228	12069	<u>CHECKS, B. JACKSON, AUG'21 - ADMIN</u>	08/09/2021	77.05	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	8/21		
32	SAFEGUARD BUSINESS SYSTEMS, INC	412228	12069	<u>CHECKS, B. JACKSON, AUG'21 - P&Z</u>	08/09/2021	27.51	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	8/21		
32	SAFEGUARD BUSINESS SYSTEMS, INC	412228	12069	<u>CHECKS, B. JACKSON, AUG'21 - WATER</u>	08/09/2021	71.55	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	8/21		
32	SAFEGUARD BUSINESS SYSTEMS, INC	412228	12069	<u>CHECKS, B. JACKSON, JULY21 - SEWER</u>	08/09/2021	71.55	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	8/21		
32	SAFEGUARD BUSINESS SYSTEMS, INC	412228	12069	<u>CHECKS, B. JACKSON, AUG'21 - PI</u>	08/09/2021	27.50	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	8/21		
Total 412228:						275.16	.00					

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				<u>WATER</u>	08/25/2021	2.49	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	8/21		
992	TREASURE VALLEY COFFEE	2160:07656886		<u>2 EA CANISTERS OF CREAM, 2 EA CANISTERS OF SUGAR, FOR CITY HALL, AUG'21 - SEWER</u>	08/25/2021	2.49	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	8/21		
992	TREASURE VALLEY COFFEE	2160:07656886		<u>2 EA CANISTERS OF CREAM, 2 EA CANISTERS OF SUGAR, FOR CITY HALL, AUG'21 - PI</u>	08/25/2021	.97	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	8/21		
Total 2160:07656886:						9.60	.00					
992	TREASURE VALLEY COFFEE	2160:07710588		<u>3 EA 5-GALLON WATER BOTTLES, FOR CITY HALL, AUG'21 - ADMIN</u>	08/13/2021	6.50	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	8/21		
992	TREASURE VALLEY COFFEE	2160:07710588		<u>3 EA 5-GALLON WATER BOTTLES, FOR CITY HALL, AUG'21 - WATER</u>	08/13/2021	4.45	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	8/21		
992	TREASURE VALLEY COFFEE	2160:07710588		<u>3 EA 5-GALLON WATER BOTTLES, FOR CITY HALL, AUG'21 - SEWER</u>	08/13/2021	4.45	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	8/21		
992	TREASURE VALLEY COFFEE	2160:07710588		<u>3 EA 5-GALLON WATER BOTTLES, FOR CITY HALL, AUG'21 - PI</u>	08/13/2021	1.70	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	8/21		
Total 2160:07710588:						17.10	.00					
992	TREASURE VALLEY COFFEE	2160:07710594		<u>4 EA 5-GALLON WATER BOTTLES, FOR PARKS, AUG'21</u>	08/13/2021	22.80	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	8/21		
Total 2160:07710594:						22.80	.00					
992	TREASURE VALLEY COFFEE	2160:07753252		<u>8 EA 5-GALLON WATER BOTTLES, FOR PARKS, AUG'21 - PARKS</u>	08/13/2021	45.60	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	8/21		

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Total 2160:07753252:						45.60	.00					
992	TREASURE VALLEY COFFEE	2160:07753280		7 EA 5-GALLON WATER BOTTLES, 1 EA CASE OF COFFEE, 2 EA CANISTERS OF CREAM, 2 EA CANISTER OF SUGAR, FOR TREATMENT PLANT, AUG'21 - WATER	08/13/2021	46.64	.00	20-6165 OFFICE SUPPLIES	0	8/21		
992	TREASURE VALLEY COFFEE	2160:07753280		7 EA 5-GALLON WATER BOTTLES, 1 EA CASE OF COFFEE, 2 EA CANISTERS OF CREAM, 2 EA CANISTER OF SUGAR, FOR TREATMENT PLANT, AUG'21 - SEWER	08/13/2021	46.64	.00	21-6165 OFFICE SUPPLIES	0	8/21		
992	TREASURE VALLEY COFFEE	2160:07753280		7 EA 5-GALLON WATER BOTTLES, 1 EA CASE OF COFFEE, 2 EA CANISTERS OF CREAM, 2 EA CANISTER OF SUGAR, FOR TREATMENT PLANT, AUG'21 - PI	08/13/2021	17.77	.00	25-6165 OFFICE SUPPLIES	0	8/21		
Total 2160:07753280:						111.05	.00					
992	TREASURE VALLEY COFFEE	2160:07791252	12223	3 EA 5-GALLON WATER BOTTLES, 1 EA WATER COOLER RENTAL, FOR CITY HALL, AUG'21 - ADMIN	08/27/2021	11.43	.00	01-6165 OFFICE SUPPLIES	0	8/21		
992	TREASURE VALLEY COFFEE	2160:07791252	12223	3 EA 5-GALLON WATER BOTTLES, 1 EA WATER COOLER RENTAL, FOR CITY HALL, AUG'21 - WATER	08/27/2021	7.83	.00	20-6165 OFFICE SUPPLIES	0	8/21		
992	TREASURE VALLEY COFFEE	2160:07791252	12223	3 EA 5-GALLON WATER BOTTLES, 1 EA WATER COOLER RENTAL, FOR CITY HALL, AUG'21 - SEWER	08/27/2021	7.83	.00	21-6165 OFFICE SUPPLIES	0	8/21		
992	TREASURE VALLEY COFFEE	2160:07791252	12223	3 EA 5-GALLON WATER BOTTLES, 1 EA WATER COOLER RENTAL, FOR CITY HALL, AUG'21 - PI	08/27/2021	3.01	.00	25-6165 OFFICE SUPPLIES	0	8/21		

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Total 2160:07791252:						30.10	.00					
992	TREASURE VALLEY COFFEE	2160:07791264	12226	<u>1 EA WATER COOLER RENT. FOR PARKS, AUG'21 - PARKS</u>	08/27/2021	13.00	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	8/21		
Total 2160:07791264:						13.00	.00					
992	TREASURE VALLEY COFFEE	2160:07791318	12226	<u>5 EA WATER COOLER RENTAL, AUG'21 - PARKS</u>	08/27/2021	55.00	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	8/21		
Total 2160:07791318:						55.00	.00					
992	TREASURE VALLEY COFFEE	2160:07791358	12226	<u>9 EA 5-GALLON WATER BOTTLES, 1 EA WATER COOLER RENT, C. OSWALD, AUG'21 - WATER</u>	08/27/2021	20.60	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	8/21		
992	TREASURE VALLEY COFFEE	2160:07791358	12226	<u>9 EA 5-GALLON WATER BOTTLES, 1 EA WATER COOLER RENT, C. OSWALD, AUG'21 - SEWER</u>	08/27/2021	20.60	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	8/21		
992	TREASURE VALLEY COFFEE	2160:07791358	12226	<u>9 EA 5-GALLON WATER BOTTLES, 1 EA WATER COOLER RENT, C. OSWALD, AUG'21 - PI</u>	08/27/2021	7.85	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	8/21		
Total 2160:07791358:						49.05	.00					
Total TREASURE VALLEY COFFEE:						353.30	.00					
U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)												
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	450965686		<u>COPIER CONTRACT #500- 0519539-000, MODEL #MPC4504EX, SERIAL #C737M540938 & SERIAL #C737M540155, CONTRACT PAYMENT & PROPERTY DAMAGE SURCHARGE, AUG'21 - ADMIN</u>	08/18/2021	412.85	.00	<u>01-6212 RENT- EQUIPMENT</u>	0	8/21		

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Total 450965686:						412.85	.00					
Total U.S. BANK NATIONAL ASSOC (EQUIP FINANCE):						412.85	.00					
UGSI CHEMICAL FEED INC												
2097	UGSI CHEMICAL FEED INC	INV0019331	12096	<u>PARTS FOR POLYMER PUMP MACHINE, M.NADEAU, AUG'21 - SEWER</u>	08/05/2021	2,055.22	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	8/21		
Total INV0019331:						2,055.22	.00					
Total UGSI CHEMICAL FEED INC:						2,055.22	.00					
UNIVAR SOLUTIONS USA, INC.												
1410	UNIVAR SOLUTIONS USA, INC.	49350888	12072	<u>ALUMINUM SULFATE, T. SHAFFER, AUG'21 - SEWER</u>	08/05/2021	7,878.56	.00	<u>21-6151 M & R - PROCESS CHEMICALS</u>	0	8/21		
Total 49350888:						7,878.56	.00					
1410	UNIVAR SOLUTIONS USA, INC.	49398124	12177	<u>ALUMINUM SULFATE, T. SHAFFER, AUG'21 - SEWER</u>	08/25/2021	7,675.20	.00	<u>21-6151 M & R - PROCESS CHEMICALS</u>	0	8/21		
Total 49398124:						7,675.20	.00					
Total UNIVAR SOLUTIONS USA, INC.:						15,553.76	.00					
UTILITY REFUND #12												
2085	UTILITY REFUND #12	10070.01		<u>MARIA LEAL & SYLVIA LEAL MALONE, 397 W MAIN ST, UTILITY REFUND</u>	08/30/2021	91.15	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	10070.01		<u>MARIA LEAL & SYLVIA LEAL MALONE, 397 W MAIN ST, UTILITY REFUND</u>	08/30/2021	-4.43	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	10070.01		<u>MARIA LEAL & SYLVIA LEAL MALONE, 397 W MAIN ST, UTILITY REFUND</u>	08/30/2021	-4.43	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		

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Total 10070.01:						82.29	.00					
2085	UTILITY REFUND #12	160650.01		<u>TRUDI L COTE, 331 W FARMALL WAY, UTILITY REFUND</u>	08/16/2021	8.28	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	160650.01		<u>TRUDI L COTE, 331 W FARMALL WAY, UTILITY REFUND</u>	08/16/2021	9.40	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	160650.01		<u>TRUDI L COTE, 331 W FARMALL WAY, UTILITY REFUND</u>	08/16/2021	8.01	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 160650.01:						25.69	.00					
2085	UTILITY REFUND #12	173550.04		<u>BRYAN D LEE, 1998 W STONY DESERT ST, UTILITY REFUND</u>	08/16/2021	33.13	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	173550.04		<u>BRYAN D LEE, 1998 W STONY DESERT ST, UTILITY REFUND</u>	08/16/2021	38.49	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	173550.04		<u>BRYAN D LEE, 1998 W STONY DESERT ST, UTILITY REFUND</u>	08/16/2021	25.76	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 173550.04:						97.38	.00					
2085	UTILITY REFUND #12	173590.02		<u>KENNETH HARNDEN, 1881 W SAHARA DR, UTILITY REFUND</u>	08/16/2021	53.35	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	173590.02		<u>KENNETH HARNDEN, 1881 W SAHARA DR, UTILITY REFUND</u>	08/16/2021	72.75	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	173590.02		<u>KENNETH HARNDEN, 1881 W SAHARA DR, UTILITY REFUND</u>	08/16/2021	44.38	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 173590.02:						170.48	.00					
2085	UTILITY REFUND #12	180520.03		<u>ABEL G LOZANO, 1266 N CABRILLO AVE, UTILITY REFUND</u>	08/16/2021	8.54	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		

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2085	UTILITY REFUND #12	180520.03		<u>ABEL G LOZANO, 1266 N CABRILLO AVE, UTILITY REFUND</u>	08/16/2021	11.39	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	180520.03		<u>ABEL G LOZANO, 1266 N CABRILLO AVE, UTILITY REFUND</u>	08/16/2021	8.36	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 180520.03:						28.29	.00					
2085	UTILITY REFUND #12	200115.03A		<u>VICTOR SHLODZIK, 176 E WOOD OWL DR, UTILITY REFUND</u>	08/19/2021	88.13	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
Total 200115.03A:						88.13	.00					
2085	UTILITY REFUND #12	20110.01		<u>JEFFREY HOARD, 384 N SHADY GROVE PL, UTILITY REFUND</u>	08/17/2021	105.17	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	20110.01		<u>JEFFREY HOARD, 384 N SHADY GROVE PL, UTILITY REFUND</u>	08/17/2021	85.34	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	20110.01		<u>JEFFREY HOARD, 384 N SHADY GROVE PL, UTILITY REFUND</u>	08/17/2021	57.27	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 20110.01:						247.78	.00					
2085	UTILITY REFUND #12	201630.01		<u>DARIN C HOLM, 168 E NORTHRIDGE CT, UTILITY REFUND</u>	08/17/2021	112.22	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	201630.01		<u>DARIN C HOLM, 168 E NORTHRIDGE CT, UTILITY REFUND</u>	08/17/2021	9.21	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	201630.01		<u>DARIN C HOLM, 168 E NORTHRIDGE CT, UTILITY REFUND</u>	08/17/2021	8.88	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 201630.01:						130.31	.00					

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2085	UTILITY REFUND #12	203025.03		<u>POWELL INVESTMENTS LLC, 2676 N LORTON PL, UTILITY REFUND</u>	08/19/2021	38.29	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	203025.03		<u>POWELL INVESTMENTS LLC, 2676 N LORTON PL, UTILITY REFUND</u>	08/19/2021	42.23	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	203025.03		<u>POWELL INVESTMENTS LLC, 2676 N LORTON PL, UTILITY REFUND</u>	08/19/2021	31.70	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 203025.03:						112.22	.00					
2085	UTILITY REFUND #12	206030.01		<u>EDWARD C ALLEN, 2657 N MATTERDALE AVE, UTILITY REFUND</u>	08/16/2021	26.04	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	206030.01		<u>EDWARD C ALLEN, 2657 N MATTERDALE AVE, UTILITY REFUND</u>	08/16/2021	45.21	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	206030.01		<u>EDWARD C ALLEN, 2657 N MATTERDALE AVE, UTILITY REFUND</u>	08/16/2021	24.27	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 206030.01:						95.52	.00					
2085	UTILITY REFUND #12	210465.02		<u>CLAYTON R NELL, 2266 N BUTEO PL, UTILITY REFUND</u>	08/17/2021	7.76	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	210465.02		<u>CLAYTON R NELL, 2266 N BUTEO PL, UTILITY REFUND</u>	08/17/2021	6.82	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	210465.02		<u>CLAYTON R NELL, 2266 N BUTEO PL, UTILITY REFUND</u>	08/17/2021	7.64	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 210465.02:						22.22	.00					
2085	UTILITY REFUND #12	220860.04		<u>LAWRENCE HARVEY EILER, 409 E GREAT BEAR ST, UTILITY REFUND</u>	08/30/2021	36.15	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		

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2085	UTILITY REFUND #12	220860.04		<u>LAWRENCE HARVEY EILER, 409 E GREAT BEAR ST. UTILITY REFUND</u>	08/30/2021	49.21	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	220860.04		<u>LAWRENCE HARVEY EILER, 409 E GREAT BEAR ST. UTILITY REFUND</u>	08/30/2021	33.25	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 220860.04:						118.61	.00					
2085	UTILITY REFUND #12	221525.02		<u>FRANK D WALLACE, 909 S RUMNEY AVE. UTILITY REFUND</u>	08/16/2021	42.72	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	221525.02		<u>FRANK D WALLACE, 909 S RUMNEY AVE. UTILITY REFUND</u>	08/16/2021	-17.66	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	221525.02		<u>FRANK D WALLACE, 909 S RUMNEY AVE. UTILITY REFUND</u>	08/16/2021	-11.09	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 221525.02:						13.97	.00					
2085	UTILITY REFUND #12	221720.03		<u>KATIE JENSEN, 913 S THREAVE AVE. UTILITY REFUND</u>	08/24/2021	8.89	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	221720.03		<u>KATIE JENSEN, 913 S THREAVE AVE. UTILITY REFUND</u>	08/24/2021	4.10	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	221720.03		<u>KATIE JENSEN, 913 S THREAVE AVE. UTILITY REFUND</u>	08/24/2021	2.69	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 221720.03:						15.68	.00					
2085	UTILITY REFUND #12	221725.03		<u>WILDA QUESNELL, 935 S THREAVE AVE. UTILITY REFUND</u>	08/16/2021	42.41	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	221725.03		<u>WILDA QUESNELL, 935 S THREAVE AVE. UTILITY REFUND</u>	08/16/2021	47.58	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		

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2085	UTILITY REFUND #12	221725.03		<u>WILDA QUESNELL, 935 S THREAVE AVE. UTILITY REFUND</u>	08/16/2021	29.44	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 221725.03:						119.43	.00					
2085	UTILITY REFUND #12	250195.02		<u>BENJAMIN RHINEHART, 281 W TROY ST. UTILITY REFUND</u>	08/20/2021	41.40	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	250195.02		<u>BENJAMIN RHINEHART, 281 W TROY ST. UTILITY REFUND</u>	08/20/2021	38.22	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	250195.02		<u>BENJAMIN RHINEHART, 281 W TROY ST. UTILITY REFUND</u>	08/20/2021	26.16	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 250195.02:						105.78	.00					
2085	UTILITY REFUND #12	260915.03		<u>JOSHUA RAZUTIS, 1917 N RUBINE LN. UTILITY REFUND</u>	08/24/2021	39.54	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	260915.03		<u>JOSHUA RAZUTIS, 1917 N RUBINE LN. UTILITY REFUND</u>	08/24/2021	44.39	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	260915.03		<u>JOSHUA RAZUTIS, 1917 N RUBINE LN. UTILITY REFUND</u>	08/24/2021	31.02	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 260915.03:						114.95	.00					
2085	UTILITY REFUND #12	264000.03		<u>TEDI HUGHES, 2358 W GAINSBORO DR. UTILITY REFUND</u>	08/24/2021	49.89	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	264000.03		<u>TEDI HUGHES, 2358 W GAINSBORO DR. UTILITY REFUND</u>	08/24/2021	54.03	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	264000.03		<u>TEDI HUGHES, 2358 W GAINSBORO DR. UTILITY REFUND</u>	08/24/2021	48.75	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		

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Total 264000.03:						152.67	.00					
2085	UTILITY REFUND #12	268115.02		<u>KRYSTAL L CLEVELAND, 2514 W MIDNIGHT DR, UTILITY REFUND</u>	08/30/2021	49.11	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	268115.02		<u>KRYSTAL L CLEVELAND, 2514 W MIDNIGHT DR, UTILITY REFUND</u>	08/30/2021	45.80	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	268115.02		<u>KRYSTAL L CLEVELAND, 2514 W MIDNIGHT DR, UTILITY REFUND</u>	08/30/2021	31.85	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 268115.02:						126.76	.00					
2085	UTILITY REFUND #12	277038.02		<u>BLAKE HIGLEY, 2668 N IDITAROD WAY, UTILITY REFUND</u>	08/16/2021	32.78	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	277038.02		<u>BLAKE HIGLEY, 2668 N IDITAROD WAY, UTILITY REFUND</u>	08/16/2021	43.68	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	277038.02		<u>BLAKE HIGLEY, 2668 N IDITAROD WAY, UTILITY REFUND</u>	08/16/2021	29.10	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 277038.02:						105.56	.00					
2085	UTILITY REFUND #12	277315.02		<u>WILLIAM CHACE, 290 W SCREECH OWL DR, UTILITY REFUND</u>	08/20/2021	59.02	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	277315.02		<u>WILLIAM CHACE, 290 W SCREECH OWL DR, UTILITY REFUND</u>	08/20/2021	65.70	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	277315.02		<u>WILLIAM CHACE, 290 W SCREECH OWL DR, UTILITY REFUND</u>	08/20/2021	46.81	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		

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Total 277315.02:						171.53	.00					
2085	UTILITY REFUND #12	277414.03		<u>PIONEER EXCHANGE, 82 W SNOWY OWL ST. UTILITY REFUND</u>	08/23/2021	66.84	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	277414.03		<u>PIONEER EXCHANGE, 82 W SNOWY OWL ST. UTILITY REFUND</u>	08/23/2021	83.16	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	277414.03		<u>PIONEER EXCHANGE, 82 W SNOWY OWL ST. UTILITY REFUND</u>	08/23/2021	57.85	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 277414.03:						207.85	.00					
2085	UTILITY REFUND #12	278001.02		<u>DALLAS JAMES, 2925 W GINGER GOLD DR. UTILITY REFUND</u>	08/30/2021	41.80	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	278001.02		<u>DALLAS JAMES, 2925 W GINGER GOLD DR. UTILITY REFUND</u>	08/30/2021	53.90	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	278001.02		<u>DALLAS JAMES, 2925 W GINGER GOLD DR. UTILITY REFUND</u>	08/30/2021	37.10	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 278001.02:						132.80	.00					
2085	UTILITY REFUND #12	278020.02		<u>LISA MCCUE, 8876 S PINOVA AVE. UTILITY REFUND</u>	08/24/2021	43.14	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	278020.02		<u>LISA MCCUE, 8876 S PINOVA AVE. UTILITY REFUND</u>	08/24/2021	46.19	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	278020.02		<u>LISA MCCUE, 8876 S PINOVA AVE. UTILITY REFUND</u>	08/24/2021	34.99	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 278020.02:						124.32	.00					

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2085	UTILITY REFUND #12	278072.02		<u>CLYDE D FRIESEN, 2969 W MARGIL CT, UTILITY REFUND</u>	08/18/2021	109.13	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	278072.02		<u>CLYDE D FRIESEN, 2969 W MARGIL CT, UTILITY REFUND</u>	08/18/2021	48.65	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	278072.02		<u>CLYDE D FRIESEN, 2969 W MARGIL CT, UTILITY REFUND</u>	08/18/2021	35.48	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 278072.02:						193.26	.00					
2085	UTILITY REFUND #12	278205.02		<u>JOSHUA A WILSON, 9197 S BRAEBURN AVE, UTILITY REFUND</u>	08/16/2021	35.78	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	278205.02		<u>JOSHUA A WILSON, 9197 S BRAEBURN AVE, UTILITY REFUND</u>	08/16/2021	43.86	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	278205.02		<u>JOSHUA A WILSON, 9197 S BRAEBURN AVE, UTILITY REFUND</u>	08/16/2021	24.05	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 278205.02:						103.69	.00					
2085	UTILITY REFUND #12	280290.02		<u>RANDALL J ROUSH, 1072 W ROSE QUARTZ ST, UTILITY REFUND</u>	08/24/2021	34.36	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	280290.02		<u>RANDALL J ROUSH, 1072 W ROSE QUARTZ ST, UTILITY REFUND</u>	08/24/2021	38.38	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	280290.02		<u>RANDALL J ROUSH, 1072 W ROSE QUARTZ ST, UTILITY REFUND</u>	08/24/2021	27.50	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 280290.02:						100.24	.00					
2085	UTILITY REFUND #12	291025.02		<u>NOAH SHERRER, 6978 S NORDEAN AVE, UTILITY REFUND</u>	08/16/2021	36.66	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		

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2085	UTILITY REFUND #12	291025.02		<u>NOAH SHERRER, 6978 S NORDEAN AVE, UTILITY REFUND</u>	08/16/2021	44.24	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	291025.02		<u>NOAH SHERRER, 6978 S NORDEAN AVE, UTILITY REFUND</u>	08/16/2021	33.69	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 291025.02:						114.59	.00					
2085	UTILITY REFUND #12	291087.02		<u>NICADA LLC, 6854 S ALLEGIANCE AVE, UTILITY REFUND</u>	08/18/2021	6.35	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	291087.02		<u>NICADA LLC, 6854 S ALLEGIANCE AVE, UTILITY REFUND</u>	08/18/2021	7.70	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	291087.02		<u>NICADA LLC, 6854 S ALLEGIANCE AVE, UTILITY REFUND</u>	08/18/2021	5.25	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 291087.02:						19.30	.00					
2085	UTILITY REFUND #12	300395.03		<u>ADAM KING, 2624 N KRISTY AVE, UTILITY REFUND</u>	08/23/2021	8.36	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	300395.03		<u>ADAM KING, 2624 N KRISTY AVE, UTILITY REFUND</u>	08/23/2021	5.29	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	300395.03		<u>ADAM KING, 2624 N KRISTY AVE, UTILITY REFUND</u>	08/23/2021	4.45	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 300395.03:						18.10	.00					
2085	UTILITY REFUND #12	302023.02		<u>CODY TAYLOR HUCKVALE, 667 E RAISON CT, UTILITY REFUND</u>	08/16/2021	29.26	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	302023.02		<u>CODY TAYLOR HUCKVALE, 667 E RAISON CT, UTILITY REFUND</u>	08/16/2021	35.73	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		

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2085	UTILITY REFUND #12	302023.02		<u>CODY TAYLOR HUCKVALE, 667 E RAISON CT, UTILITY REFUND</u>	08/16/2021	27.59	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 302023.02:						92.58	.00					
2085	UTILITY REFUND #12	30260.02		<u>JOSHUA GLADE SANDERS, 1333-1343 W OWYHEE ST, UTILITY REFUND</u>	08/30/2021	76.34	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	30260.02		<u>JOSHUA GLADE SANDERS, 1333-1343 W OWYHEE ST, UTILITY REFUND</u>	08/30/2021	101.55	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	30260.02		<u>JOSHUA GLADE SANDERS, 1333-1343 W OWYHEE ST, UTILITY REFUND</u>	08/30/2021	73.75	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 30260.02:						251.64	.00					
2085	UTILITY REFUND #12	30491.02		<u>RANDI GRANADOS, 1020 W AVALON ST, UTILITY REFUND</u>	08/16/2021	25.18	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	30491.02		<u>RANDI GRANADOS, 1020 W AVALON ST, UTILITY REFUND</u>	08/16/2021	47.76	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	30491.02		<u>RANDI GRANADOS, 1020 W AVALON ST, UTILITY REFUND</u>	08/16/2021	39.11	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 30491.02:						112.05	.00					
2085	UTILITY REFUND #12	310053.02		<u>LESTER A GUNN, 1131 W SELDOVIA DR, UTILITY REFUND</u>	08/24/2021	39.79	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	310053.02		<u>LESTER A GUNN, 1131 W SELDOVIA DR, UTILITY REFUND</u>	08/24/2021	36.95	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	310053.02		<u>LESTER A GUNN, 1131 W SELDOVIA DR, UTILITY REFUND</u>	08/24/2021	37.17	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		

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Total 310053.02:						113.91	.00					
2085	UTILITY REFUND #12	310119.02		<u>PETER L ZAVERUKHA, 9344 S COPELAND WAY, UTILITY REFUND</u>	08/24/2021	12.85	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	310119.02		<u>PETER L ZAVERUKHA, 9344 S COPELAND WAY, UTILITY REFUND</u>	08/24/2021	17.13	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	310119.02		<u>PETER L ZAVERUKHA, 9344 S COPELAND WAY, UTILITY REFUND</u>	08/24/2021	11.97	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 310119.02:						41.95	.00					
2085	UTILITY REFUND #12	310314.03		<u>GUY DITORRICE, 9304 S FIDALGO AVE, UTILITY REFUND</u>	08/30/2021	26.87	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	310314.03		<u>GUY DITORRICE, 9304 S FIDALGO AVE, UTILITY REFUND</u>	08/30/2021	40.89	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	310314.03		<u>GUY DITORRICE, 9304 S FIDALGO AVE, UTILITY REFUND</u>	08/30/2021	26.53	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 310314.03:						94.29	.00					
2085	UTILITY REFUND #12	330039.01		<u>MICHAEL SHULL, 1882 N MEADOWFIELD AVE, UTILITY REFUND</u>	08/20/2021	4.20	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	330039.01		<u>MICHAEL SHULL, 1882 N MEADOWFIELD AVE, UTILITY REFUND</u>	08/20/2021	4.94	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	330039.01		<u>MICHAEL SHULL, 1882 N MEADOWFIELD AVE, UTILITY REFUND</u>	08/20/2021	3.85	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 330039.01:						12.99	.00					

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2085	UTILITY REFUND #12	330152.01		<u>DANIEL SHERMAN COWAN, 1053 E WHITETAIL ST. UTILITY REFUND</u>	08/16/2021	73.74	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	330152.01		<u>DANIEL SHERMAN COWAN, 1053 E WHITETAIL ST. UTILITY REFUND</u>	08/16/2021	89.47	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	330152.01		<u>DANIEL SHERMAN COWAN, 1053 E WHITETAIL ST. UTILITY REFUND</u>	08/16/2021	73.39	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 330152.01:						236.60	.00					
2085	UTILITY REFUND #12	330236.01		<u>JULIA HOLDERNESS, 2077 N SNOWFIELD AVE, UTILITY REFUND</u>	08/20/2021	22.30	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	330236.01		<u>JULIA HOLDERNESS, 2077 N SNOWFIELD AVE, UTILITY REFUND</u>	08/20/2021	29.38	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	330236.01		<u>JULIA HOLDERNESS, 2077 N SNOWFIELD AVE, UTILITY REFUND</u>	08/20/2021	18.67	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 330236.01:						70.35	.00					
2085	UTILITY REFUND #12	60930.02		<u>EMILY FOLEY, 586 W BOISE ST, UTILITY REFUND</u>	08/24/2021	42.35	.00	<u>20-4500 METERED WATER SALES</u>	0	8/21		
2085	UTILITY REFUND #12	60930.02		<u>EMILY FOLEY, 586 W BOISE ST, UTILITY REFUND</u>	08/24/2021	42.07	.00	<u>21-4600 SEWER USER FEES</u>	0	8/21		
2085	UTILITY REFUND #12	60930.02		<u>EMILY FOLEY, 586 W BOISE ST, UTILITY REFUND</u>	08/24/2021	32.35	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/21		
Total 60930.02:						116.77	.00					
Total UTILITY REFUND #12:						4,302.53	.00					

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VALLI INFORMATION SYSTEMS, INC												
857	VALLI INFORMATION SYSTEMS, INC	77383		<u>STATEMENT PRINTING & POSTAGE, JULY'21 - ADMIN</u>	07/31/2021	1,918.15	.00	<u>01-6190 POSTAGE & BILLING</u>	0	8/21		
857	VALLI INFORMATION SYSTEMS, INC	77383		<u>STATEMENT PRINTING & POSTAGE, JULY'21 - WATER</u>	07/31/2021	1,312.42	.00	<u>20-6190 POSTAGE & BILLING</u>	0	8/21		
857	VALLI INFORMATION SYSTEMS, INC	77383		<u>STATEMENT PRINTING & POSTAGE, JULY'21 - SEWER</u>	07/31/2021	1,312.42	.00	<u>21-6190 POSTAGE & BILLING</u>	0	8/21		
857	VALLI INFORMATION SYSTEMS, INC	77383		<u>STATEMENT PRINTING & POSTAGE, JULY'21 - PI</u>	07/31/2021	504.78	.00	<u>25-6190 POSTAGE & BILLING</u>	0	8/21		
Total 77383:						5,047.77	.00					
857	VALLI INFORMATION SYSTEMS, INC	77384		<u>LOCKBOX TRANSACTIONS FOR JULY'21 - ADMIN</u>	07/31/2021	77.15	.00	<u>01-6505 BANK FEES</u>	0	8/21		
857	VALLI INFORMATION SYSTEMS, INC	77384		<u>LOCKBOX TRANSACTIONS FOR JULY'21 - WATER</u>	07/31/2021	52.79	.00	<u>20-6505 BANK FEES</u>	0	8/21		
857	VALLI INFORMATION SYSTEMS, INC	77384		<u>LOCKBOX TRANSACTIONS FOR JULY'21 - SEWER</u>	07/31/2021	52.79	.00	<u>21-6505 BANK FEES</u>	0	8/21		
857	VALLI INFORMATION SYSTEMS, INC	77384		<u>LOCKBOX TRANSACTIONS FOR JULY'21 - PI</u>	07/31/2021	20.30	.00	<u>25-6505 BANK FEES</u>	0	8/21		
Total 77384:						203.03	.00					
Total VALLI INFORMATION SYSTEMS, INC:						5,250.80	.00					
VERIZON WIRELESS												
1575	VERIZON WIRELESS	9885275371		<u>TABLET SERVICE, 7/2-8/1/21 - ADMIN</u>	08/01/2021	43.84	43.84	<u>01-6255 TELEPHONE</u>	0	8/21	08/20/2021	
1575	VERIZON WIRELESS	9885275371		<u>TABLET SERVICE, 7/2-8/1/21 - P & Z</u>	08/01/2021	116.40	116.40	<u>01-6255 TELEPHONE</u>	1003	8/21	08/20/2021	
1575	VERIZON WIRELESS	9885275371		<u>TABLET SERVICE, 7/2-8/1/21 - PARKS</u>	08/01/2021	30.07	30.07	<u>01-6255 TELEPHONE</u>	1004	8/21	08/20/2021	
1575	VERIZON WIRELESS	9885275371		<u>TABLET SERVICE, 7/2-8/1/21 - BUILDING INSPECTION</u>	08/01/2021	40.74	40.74	<u>01-6255 TELEPHONE</u>	1005	8/21	08/20/2021	

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1575	VERIZON WIRELESS	9885275371		<u>TABLET SERVICE, 7/2-8/1/21 - WATER</u>	08/01/2021	105.73	105.73	<u>20-6255 TELEPHONE EXPENSE</u>	0	8/21	08/20/2021	
1575	VERIZON WIRELESS	9885275371		<u>TABLET SERVICE, 7/2-8/1/21 - SEWER</u>	08/01/2021	117.37	117.37	<u>21-6255 TELEPHONE EXPENSE</u>	0	8/21	08/20/2021	
1575	VERIZON WIRELESS	9885275371		<u>TABLET SERVICE, 7/2-8/1/21 - P.I</u>	08/01/2021	30.85	30.85	<u>25-6255 TELEPHONE EXPENSE</u>	0	8/21	08/20/2021	
Total 9885275371:						485.00	485.00					
1575	VERIZON WIRELESS	9885275372		<u>CELLPHONE SERVICE, 7/2-8/1/21 - ADMIN</u>	08/01/2021	41.08	41.08	<u>01-6255 TELEPHONE</u>	0	8/21	08/20/2021	
1575	VERIZON WIRELESS	9885275372		<u>CELLPHONE SERVICE, 7/2-8/1/21 - P & Z</u>	08/01/2021	7.08	7.08	<u>01-6255 TELEPHONE</u>	1003	8/21	08/20/2021	
1575	VERIZON WIRELESS	9885275372		<u>CELLPHONE SERVICE, 7/2-8/1/21 - PARKS</u>	08/01/2021	215.29	215.29	<u>01-6255 TELEPHONE</u>	1004	8/21	08/20/2021	
1575	VERIZON WIRELESS	9885275372		<u>CELLPHONE AND LAPTOP SERVICE, 7/2-8/1/21 - WATER</u>	08/01/2021	146.85	146.85	<u>20-6255 TELEPHONE EXPENSE</u>	0	8/21	08/20/2021	
1575	VERIZON WIRELESS	9885275372		<u>CELLPHONE AND LAPTOP SERVICE, 7/2-8/1/21 - SEWER</u>	08/01/2021	146.85	146.85	<u>21-6255 TELEPHONE EXPENSE</u>	0	8/21	08/20/2021	
1575	VERIZON WIRELESS	9885275372		<u>CELLPHONE AND LAPTOP SERVICE, 7/2-8/1/21 - P.I</u>	08/01/2021	37.73	37.73	<u>25-6255 TELEPHONE EXPENSE</u>	0	8/21	08/20/2021	
1575	VERIZON WIRELESS	9885275372		<u>CELLPHONE SERVICE, 7/2-8/1/21 - ECONOMIC DEVELOPMENT</u>	08/01/2021	28.34	28.34	<u>01-6255 TELEPHONE</u>	4000	8/21	08/20/2021	
Total 9885275372:						623.22	623.22					
1575	VERIZON WIRELESS	9885275373		<u>CELLPHONE SERVICE, 7/2-8/1/21 - ADMIN</u>	08/01/2021	51.70	51.70	<u>01-6255 TELEPHONE</u>	0	8/21	08/20/2021	

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1575	VERIZON WIRELESS	9885275373		<u>CELLPHONE SERVICE, 7/2-8/1/21 - P & Z</u>	08/01/2021	20.25	20.25	01-6255 <u>TELEPHONE</u>	1003	8/21	08/20/2021	
1575	VERIZON WIRELESS	9885275373		<u>CELLPHONE SERVICE, 7/2-8/1/21 - PARKS</u>	08/01/2021	149.00	149.00	01-6255 <u>TELEPHONE</u>	1004	8/21	08/20/2021	
1575	VERIZON WIRELESS	9885275373		<u>CELLPHONE SERVICE, 7/2-8/1/21 - BUILDING INSPECTION</u>	08/01/2021	45.15	45.15	01-6255 <u>TELEPHONE</u>	1005	8/21	08/20/2021	
1575	VERIZON WIRELESS	9885275373		<u>CELLPHONE SERVICE, 7/2-8/1/21 - WATER</u>	08/01/2021	121.06	121.06	20-6255 <u>TELEPHONE EXPENSE</u>	0	8/21	08/20/2021	
1575	VERIZON WIRELESS	9885275373		<u>CELLPHONE SERVICE, 7/2-8/1/21 - SEWER</u>	08/01/2021	166.21	166.21	21-6255 <u>TELEPHONE EXPENSE</u>	0	8/21	08/20/2021	
1575	VERIZON WIRELESS	9885275373		<u>CELLPHONE SERVICE, 7/2-8/1/21 - P.I</u>	08/01/2021	33.61	33.61	25-6255 <u>TELEPHONE EXPENSE</u>	0	8/21	08/20/2021	
Total 9885275373:						586.98	586.98					
Total VERIZON WIRELESS:						1,695.20	1,695.20					
WESTERN STATES EQUIPMENT CO.												
98	WESTERN STATES EQUIPMENT CO.	IN001730273	12051	<u>DANSKIN LIFT STATION GENSET MAINTENANCE, T. FLEMING, JULY'21 - SEWER</u>	07/30/2021	633.88	.00	21-6150 M & R - <u>SYSTEM</u>	0	8/21		
Total IN001730273:						633.88	.00					
98	WESTERN STATES EQUIPMENT CO.	IN001730275	12051	<u>DANSKIN LIFT STATION GENSET MAINTENANCE, T. FLEMING, JULY'21 - SEWER</u>	07/30/2021	1,519.23	.00	21-6150 M & R - <u>SYSTEM</u>	0	8/21		
Total IN001730275:						1,519.23	.00					
98	WESTERN STATES EQUIPMENT CO.	IN001741273		<u>GENERATOR SERVICE, ORCHARD LIFT STATION, SN #T3300569, D. CROSSLEY, AUG'21 - SEWER</u>	08/11/2021	407.92	.00	21-6150 M & R - <u>SYSTEM</u>	0	8/21		

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total IN001741273:						407.92	.00					
98	WESTERN STATES EQUIPMENT CO.	IN001741289		<u>GENERATOR SERVICE, WELL #6, SN#2096630, D. CROSSLEY, AUG'21 - WATER</u>	08/11/2021	999.29	.00	<u>20-6150 M & R - SYSTEM</u>	0	8/21		
Total IN001741289:						999.29	.00					
98	WESTERN STATES EQUIPMENT CO.	IN001741294		<u>GENERATOR SERVICE, BUTLER WELL, SN #SGM32G7K7, D. CROSSLEY, AUG'21 - WATER</u>	08/11/2021	420.12	.00	<u>20-6150 M & R - SYSTEM</u>	0	8/21		
Total IN001741294:						420.12	.00					
98	WESTERN STATES EQUIPMENT CO.	IN001741298		<u>GENERATOR REPAIR, PATAGONIA LIFT STATION, SN #LC500741, D. CROSSLEY, AUG'21 - SEWER</u>	08/11/2021	574.37	.00	<u>21-6150 M & R - SYSTEM</u>	0	8/21		
Total IN001741298:						574.37	.00					
98	WESTERN STATES EQUIPMENT CO.	IN001741300		<u>GENERATOR SERVICE, CEDAR WELL, D. CROSSLEY, AUG'21 - WATER</u>	08/11/2021	640.57	.00	<u>20-6150 M & R - SYSTEM</u>	0	8/21		
Total IN001741300:						640.57	.00					
98	WESTERN STATES EQUIPMENT CO.	IN001742753		<u>GENERATOR SERVICE, DANSKIN WELL, D. CROSSLEY, AUG'21 - WATER</u>	08/12/2021	866.05	.00	<u>20-6150 M & R - SYSTEM</u>	0	8/21		
Total IN001742753:						866.05	.00					
98	WESTERN STATES EQUIPMENT CO.	IN001742757		<u>GENERATOR SERVICE, TEN MILE LIFT STATION, SN #66D46582, D. CROSSLEY, AUG'21 - SEWER</u>	08/12/2021	1,522.68	.00	<u>21-6150 M & R - SYSTEM</u>	0	8/21		

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total IN001742757:						1,522.68	.00					
Total WESTERN STATES EQUIPMENT CO.:						7,584.11	.00					
Grand Totals:						441,947.43	169,953.41					

Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

**RESOLUTION NO. R31-2021
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE ADA COUNTY PROSECUTING ATTORNEY TO PROVIDE PROSECUTORIAL SERVICES FOR CITY MISDEMEANORS FOR THE FISCAL YEAR 2021-2022.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute the contract with the Ada County Prosecuting Attorney to provide prosecutorial services in the city of Kuna for the fiscal year commencing October 1, 2021 and ending September 30, 2022 pursuant to the terms of said contract.

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of September, 2021.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of September, 2021.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

AGREEMENT NO. _____

**AGREEMENT BETWEEN ADA COUNTY,
THE ADA COUNTY PROSECUTING ATTORNEY’S OFFICE,
AND THE CITY OF KUNA
RELATING TO PROSECUTION SERVICES FY 2022**

THIS AGREEMENT (“Agreement”) made and entered into this _____ day of _____, 2021, by and between Ada County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho, the Ada County Prosecuting Attorney (“PA”), and the City of Kuna, Idaho, a municipal corporation of the State of Idaho (“City”).

WITNESSETH

WHEREAS, the City desires to contract with the PA for the performance of the hereinafter described prosecutorial services within its boundaries by the PA; and

WHEREAS, the PA desires to provide prosecutorial services to City.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. Prosecution Services.

1.1 The PA agrees to prosecute such City code or state code violations as may be investigated and/or charged by Ada County Sheriff’s Office (“ACSO”) subject to the PA’s absolute discretion in such matters as set forth in Section 1.2.

1.2 Services provided pursuant to this Agreement shall encompass duties and functions of the type directly related or incidental to the jurisdiction of, and customarily rendered by, the PA under the statutes of the State of Idaho or the code of the City. The PA shall have and retain absolute discretion on all matters included in this Agreement, such as, but not limited to, decisions on charging, case strategy, and dismissal. In cases where the City is the victim, the PA

shall afford the City all of the rights outlined in Idaho Code § 19-5306. Services rendered in accordance with this subsection are understood to include defending the constitutionality of City's ordinances in a criminal case when the PA has determined to charge pursuant to City code.

1.3 The PA agrees to provide to City written quarterly reports detailing, for the given time period:

- a. A summary of all charges filed by the PA for misdemeanor offenses that occurred in the City, the dates the offenses occurred, and the names of the defendants.
- b. A summary of the disposition of all charges filed by the PA for misdemeanor offenses that occurred in the City, the offenses resolved, and the names of the defendants.

1.4 In consideration for duties, services, and functions heretofore described in Section 1, the City shall pay to the PA the sum of Fifty-Four Thousand and 00/100 Dollars (**\$54,000.00**) for the term of this Agreement. The sum shall be paid in installments of Four Thousand Five Hundred Dollars (\$4,500.00). Payments shall be due on the tenth of the month, commencing on October Tenth.

1.5. Personnel and Equipment. The PA is acting hereunder as independent contractor so that:

- a. Control of Personnel. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the PA.
- b. Status of Employees. All persons rendering service hereunder shall be for all purposes employees of the PA.

c. Liabilities. All liabilities for salaries, wages, any other compensation, injury, or sickness arising from performance of the prosecution services by the PA hereunder shall be that of the PA.

d. Provision of Personnel. The PA shall furnish all personnel and such resources and material deemed by the PA, in its sole discretion, as necessary to provide the level of prosecution service herein described. Ownership of equipment purchased by the PA to perform its duties under this agreement is retained by the PA.

1.6. Duration. This Agreement is effective upon authorization and signature by all parties, except that services and charges shall commence on October 1, 2021, and unless otherwise terminated, shall continue in effect until September 30, 2022. This Agreement may be renewed upon the mutual written consent of the parties.

1.7. Termination Process. Each party may initiate a process to terminate this Agreement as follows:

a. Notice of Termination. In the event either party hereto desires to terminate the Agreement prior to the expiration date, such party may do so by giving (60) days written notice to other parties.

b. Transition. Within 30 days of the receipt of such written termination notice, the parties shall work together to provide for an orderly transition of responsibilities from the PA to the City. The overarching goal of the transition will be to ensure there is no disruption in service to the City. Each party shall bear its respective costs, if any, in the transition process.

c. Termination. In the event the City fails to make a monthly payment within 60 days of billing, the PA may terminate this Agreement without further notice.

1.8. Indemnification and Insurance.

a. City To Hold County Harmless. The County, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of said City or any officers, agents or employees thereof, and the City hereby covenants and agrees to hold and save the County and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against the County, its officers, agents, or employees, by reasons of any acts or failures to act on the part of the City, its officers, agents or employees.

b. County to Hold City Harmless. The County hereby covenants to hold and save the City and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against the City, its officers, agents, or employees by reason of any acts or failures to act on the part of the County, its officers, agents, or employees in the performance of the duties required by the terms of this Agreement.

c. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, the PA does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the PA, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

d. Insurance. Each party shall procure and maintain insurance as required by applicable federal and state law and as may be appropriate and reasonable to cover its staff, equipment, vehicles, and property, including but not limited to liability insurance, workers' compensation, automobile liability, and property damage. Each party has the right to self-insure all or part of the insurance requirements set forth in this paragraph.

1.9. Amendments. This Agreement may be amended at any time by mutual written agreement of the City and the PA.

1.10. Agreement Administration.

a. Agreement Administrators. The City Mayor or his/her designee and the elected Ada County Prosecuting Attorney or his/her designee shall serve as agreement administrators to review performance and resolve operational problems.

1.11 Entire Agreement/Waiver of Default. The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF KUNA

By: _____
Joe Stear, Mayor

ATTEST:

Chris Engels, Kuna City Clerk

Board of Ada County Commissioners

By: _____
Rod Beck, Commissioner

By: _____
Ryan Davidson, Commissioner

By: _____
Kendra Kenyon, Commissioner

ATTEST:

Phil McGrane, Ada County Clerk

Ada County Prosecuting Attorney

By: _____
Jan M. Bennetts, Ada County Prosecuting Attorney



**ADA COUNTY PROSECUTING ATTORNEY
JAN M. BENNETT'S**

Criminal Division

200 W. Front Street, Rm 3191
Boise, Idaho 83702

Phone (208) 287-7700
Fax (208) 287-7709

Civil Division

200 W. Front Street, Rm 3191
Boise, Idaho 83702

Phone (208) 287-7700
Fax (208) 287-7719

Juvenile Division

6300 Denton Street
Boise, Idaho 83704

Phone (208) 577-4900
Fax (208) 577-4909

August 13, 2021

Joe Stear, Mayor
c/o Chris Engels
City of Kuna
751 W. 4th St.
Kuna, ID 83634

Re: Joint Powers Agreement for Prosecution Services for FY 2022

Dear Mayor Stear:

Enclosed is a copy of the Joint Powers Agreement Between Ada County, the Ada County Prosecuting Attorney's Office, and the City of Kuna Relating to Prosecution Services for FY 2022. Once signed, this agreement will allow my office to prosecute city code or state code violations for FY 2022 as may be investigated and/or charged by the Ada County Sheriff's Office subject to my office's absolute discretion as set forth in the agreement. As you know, my office has prosecuted such violations for Kuna from October 1, 2020 to present based on Agreement No. 13364-1-20, but that agreement will expire on September 30, 2021.

From October 1, 2019 through September 30, 2020, the Magistrate Division handled a total of 4,406 cases. This number constitutes all misdemeanors and infractions in which my office opened a file or appeared in court within that time period. This number does not reflect infraction or misdemeanor cases resolved without our involvement, cases that were submitted but prosecution was declined, probation violations, or contempt proceedings. Of those 4,406 total cases, 190 came from Kuna, which amounts to 4.31% of the total caseload in the Magistrate Division during that time period.

As I explained to the City Council for Kuna during a budget presentation, the cost of prosecution to Kuna for FY 2022 is \$54,000.00, which is the same cost Kuna paid Ada County for prosecution services pursuant to Agreement No. 13364-1-20.

The enclosed agreement is substantively identical to the Agreement No. 13364-1-20. Please review the enclosed agreement to ensure it meets your expectations. If the agreement is acceptable, please sign two (2) original copies of the agreement and return the signed copies to:

Joe Stear, Mayor
c/o Chris Engels
August 10, 2021
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Tracie Smith
Ada County Prosecutor's Office
200 W. Front Street
Boise, ID 83702

Once a signed copy of the agreement has been returned to our office, it will be forwarded to Ms. Bennetts and the Board of Ada County Commissioners for their consideration and signature. Once the agreement is fully executed, we will return a fully executed copy of the agreement to the following address:

City of Kuna
Attention: Chris Engels
751 W. 4th St.
Kuna, ID 83634

If you have any questions, please contact me at (208) 287-7700.

Sincerely,

JAN M. BENNETTS
Ada County Prosecuting Attorney

A handwritten signature in black ink, appearing to read "Robert M. Bleazard". The signature is written in a cursive, flowing style.

Robert M. Bleazard
Magistrate Division Supervisor

**RESOLUTION NO. R32-2021
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO ACCEPTING THE DEED OF PUBLIC UTILITIES EASEMENT FROM M3 ID FALCON CREST LLC.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the GRANT AND CONVEYANCE OF UTILITY PIPELINES USE AGREEMENT from M3 ID FALCON CREST LLC, attached hereto as EXHIBIT A is hereby accepted by the City of Kuna, Idaho as the beneficiary of said easement.

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of September, 2021.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of September, 2021.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

After recording, return to:

Chris Engels, City Clerk
City of Kuna
751 W. 4th Street
P.O. Box 13
Kuna, Idaho 83634

Above space for recording

**DEED OF PUBLIC UTILITIES EASEMENT,
GRANT AND CONVEYANCE OF UTILITY PIPELINES
and GRANTEE ACCEPTANCE**
[Falcon Crest Subdivision No. 1]
[Off-Site Utility Easements 1 and 2]

PARTIES:

M3 ID Falcon Crest, LLC, an Arizona limited liability company	<i>Grantor</i>	7033 E. Greenway Pkwy, Suite 100 Scottsdale, Arizona 85254
City of Kuna, an Idaho municipal corporation	<i>Grantee</i>	P.O. Box 13 Kuna, Idaho 83634

This DEED OF PUBLIC UTILITIES EASEMENT, GRANT AND CONVEYANCE OF UTILITY PIPELINES and GRANTEE ACCEPTANCE made, effective as of the date of the Parties' signatures hereon, by and between M3 ID Falcon Crest, LLC, an Arizona limited liability company, Grantor (hereinafter referred to as "Grantor"), whose address is 7033 E. Greenway Parkway, Suite 100, Scottsdale, Arizona 85254, and the CITY OF KUNA, an Idaho municipal corporation, Grantee (hereinafter referred to as "Grantee"), whose address is P.O. Box 13, Kuna, Idaho 83634.

SECTION I
DEFINITIONS

For all purposes of this *Deed of Public Utilities Easement, Grant and Conveyance of Utility Pipelines and Grantee Acceptance*, the following terms in **bold** shall have the meaning herein provided unless the context of the term clearly requires otherwise as follows:

- 1.1 **Deed of Easement:** means and refers to this *Deed of Public Utilities Easement, Grant and Conveyance of Utility Pipelines and Grantee Acceptance*.
- 1.2 **Grantee:** means and refers to CITY OF KUNA, an Idaho municipal corporation, whose address is P.O. Box 13, Kuna, Idaho 83634, and Grantee Party to this Deed of Easement.
- 1.3 **Grantor:** means and refers to M3 ID Falcon Crest, LLC, an Arizona limited liability company, whose address is 7033 E. Greenway Parkway, Suite 100, Scottsdale, Arizona 85254, and Grantor Party to this Deed of Easement.
- 1.4 **Parties:** means and refers to the Grantor and the Grantee to this Deed of Easement.
- 1.5 **Public Utility Easement:** means and refers to a perpetual easement within the Real Property for access, construction, maintenance, operation and replacement of the Utility Pipelines and Grantee's municipal utilities, including potable water pipelines, pressure irrigation pipelines and sewer pipelines together with the right of ingress and egress on the Real Property for the purpose of constructing, operating, and maintaining potable water pipelines, pressure irrigation pipelines and sewer pipelines and the necessary appurtenances thereto.
- 1.6 **Real Property:** means that certain real property more particularly described in the legal descriptions in Exhibit A attached hereto and by this reference incorporated herein as if set forth at length.
- 1.7 **Utility Pipelines:** means and refers to PVC pipeline sized as needed for the project of pressurized irrigation, sanitary sewer and/or potable water.

SECTION II **RECITALS**

The parties recite and declare:

- 2.1 Grantor is the owner of the Real Property and the Utility Pipelines; and
- 2.2 The Grantee has the authority and the right to acquire easement rights for constructed and installed Utility Pipelines for its public utility systems inclusive of potable water, irrigation water and sewer; and
- 2.3 The Grantor is in the process of subdividing real property which will be served by the Utility Pipelines; and

- 2.4 The Utility Pipelines have been installed and constructed [to Grantee standards] not within the subdividing real property, but within the Real Property; and
- 2.5 The Utility Pipelines are herein granted and conveyed by the Grantor to the Grantee for perpetual ownership and maintenance for public utility services inclusive of the subdividing real property; and
- 2.6 It is necessary that the Grantor grant and convey the Public Utility Easement, the Utility Pipelines to the Grantee for the Grantee's acceptance in order for and in consideration of the City accepting the Utility Pipelines for perpetual ownership, use and maintenance in order to provide public utilities services to the subdividing real property; and
- 2.7 The Grantor is willing to grant and convey and assign to the Grantee and the Grantee is willing to accept the Utility Pipelines, the Public Utility Easement subject to the conditions as stated herein in this Deed of Easement.

In consideration of the mutual covenants contained in this Deed of Easement, the Parties agree as follows:

SECTION III
GRANT OF PUBLIC UTILITY EASEMENT and UTILITY PIPELINES

- 3.1 Grantor does hereby grant, convey and release unto the Grantee, and or its assigns as hereinafter provided for, from the effective date hereof, the Public Utility Easement and the Utility Pipelines; and
- 3.2 Grantor does hereby assign and transfer to Grantee all of its Utility Pipelines Consentee rights to the Consent to Use Agreement.

SECTION IV
PUBLIC UTILITY EASEMENT CONDITIONS

- 4.1 The Public Utility Easement is granted and conveyed subject to the following conditions:
- 4.1.1 The Public Utility Easement is reserved for the utility purposes herein set forth and no structures other than those for utility purposes are to be erected within the limits of said Public Utility Easement.
- 4.1.2 The Parties recognize that the Public Utility Easement may have other utilities (joint trench) and right-of-way placed within the Public Utility Easement at locations which do not unreasonably interfere with the Grantee's use and enjoyment

of the Public Utility Easement and which shall be reviewed for approval by the Grantee as part of the platting process.

4.1.3 The Grantee, or its assigns, shall have the right at any time to access said improvements to perform any necessary maintenance, repair or replacement, and to cut, trim, and clear all trees, brush, and other obstructions that may injure, endanger, or interfere with the construction, operation, or maintenance of Grantees utilities within the Public Utility Easement.

4.1.4 In exercising the Public Utility Easement rights granted and conveyed herein, the Grantee, or its assigns, will not unreasonably interfere with the normal use of the real property within which it lies and will, at its sole cost and expense and with due diligence, restore the real property within which it lies to its original or better condition following any use of the Public Utility Easement either for construction, repair, maintenance, and/or replacement of said facilities and appurtenances thereto.

SECTION V

ACCEPTANCE OF GRANT OF PUBLIC UTILITY EASEMENT AND UTILITY PIPELINES

5.1 The Grantee does hereby accept the grant and conveyance from the Grantor of the Public Utility Easement and Utility Pipelines subject to the terms and conditions of this Deed of Easement.

SECTION VI

PUBLIC UTILITY EASEMENT SUBJECT TO LAW OF VACATION

6.1 Any transfer by the Grantee of this grant and conveyance of this Public Utility Easement is subject to the laws of the state of Idaho governing the vacation of city easements currently codified at Idaho Code Section 50-1325.

6.2 This easement shall terminate upon the dedication of the Easement Premises as a deeded or dedicated public road right-of-way capable providing similar or better access to the public utility improvements and acceptable to Grantee.

IN WITNESS WHEREOF, this Deed Easement has been executed on the _____ day of _____, 2021, with the intent that it shall be recorded in the office of the recorder of the County of Ada, state of Idaho.

Grantor:
M3 ID FALCON CREST, LLC

By: _____
William I. Brownlee, *Manager*

STATE OF _____)
: ss.
County of _____)

On this ____ day of _____, in the year of 2021, before me a notary public for the State of _____, personally appeared WILLIAM I. BROWNLEE, known or identified to me to be the Manager of M3 ID Falcon Crest, LLC, and acknowledged to me that such limited liability company executed the same.

(SEAL)

Notary Public
Residing at _____
My Commission Expires: _____

Grantee:
CITY OF KUNA

By: _____
Joe L. Stear, *Mayor*

Attest:

Chris Engels, *City Clerk*

STATE OF IDAHO)
: ss.
County of Ada)

On this ____ day of _____, in the year of 2021, before me a notary public for the State of Idaho, personally appeared JOE L. STEAR and CHRIS ENGELS, known or

identified to me to be the persons whose names are subscribed to the within instrument as Mayor and as City Clerk of the City of Kuna, and acknowledged to me that they executed the same as Mayor and as City Clerk of the City of Kuna.

(SEAL)

Notary Public for Idaho
Residing at _____
My Commission Expires: _____

**RESOLUTION NO. R33-2021
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID FALCON CREST, LLC, FOR FALCON CREST SUBDIVISION NO. 1 FOR UNCOMPLETED WORK INCLUDING STREET LIGHTING, FENCING AND LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS Falcon Crest Subdivision No. 1 exists as part of an approved preliminary plat; and

WHEREAS construction plans for Falcon Crest Subdivision No. 1 were approved by the Kuna City Engineer on 14 December 2020; and

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

WHEREAS the street lighting, fencing and landscaping have not been completed for Falcon Crest Subdivision No. 1 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the landscaping completion has been estimated at five hundred seventeen thousand six hundred fifty-six dollars and forty-four cents (\$517,656.44) adding 25% for a total of six hundred forty-seven thousand seventy dollars and fifty-five cents (\$647,070.55); and

WHEREAS the fencing completion has been estimated at one hundred six thousand seventy-one dollars and zero cents (\$106,071.00) adding 25% for a total of one hundred thirty-two thousand five hundred eighty-eight dollars and seventy-five cents (\$132,588.75); and

WHEREAS the street lighting completion has been estimated at eighty-eight thousand six hundred twenty-four dollars and zero cents (\$88,624.00) adding 25% for a total of one hundred ten thousand seven hundred eighty dollars and zero cents (\$110,780.00); and

WHEREAS developer desires to record the final plat for Falcon Crest Subdivision No. 1 prior to completion of construction; and

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

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Kuna City Engineer is hereby authorized to accept a cash bond and/or an irrevocable standby Letter of Credit in lieu of construction for **Falcon Crest Subdivision No. 1** under the following terms and conditions:

1. All bid amounts submitted for unfinished construction are valid for the life of the Letter of Credit;

2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The amount of the check and face amount of the Letter of Credit is at least eight hundred ninety thousand four hundred thirty-nine dollars and thirty cents (\$890,439.30);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of September, 2021.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of September, 2021.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)

THIS AGREEMENT is made by and between M3 ID FALCON CREST, LLC, an Arizona limited liability company, its Manager, M3 Builders, LLC, an Arizona limited liability company, its Member, The M3 Companies, LLC, an Arizona limited liability company (hereinafter “Developer”); whose address is 1087 W. River Street, Suite 310, Boise, ID 83702, and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter “City”); whose address is Post Office Box 13, Kuna, Idaho 83634.

WHEREAS, Developer desires to record its final plat for phase one of the development known as Falcon Crest Subdivision, (“Development”) located in the City of Kuna; and

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following:
 - a. Approved Landscape Plan for Falcon Crest Subdivision No. 1 and the associated Bid for landscaping by Power Enterprises, and;
 - b. Approved Street Light Plan for Falcon Crest Subdivision No. 1 and the associated Bid for street lighting by Street Lights LLC and;
 - c. Approved Fence Plan for Falcon Crest Subdivision No. 1 and the associated Bid for fencing by Boise River Fence, Inc.

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

2. Cash Deposit. Developer has executed and delivered to City cash, cashier’s check or wired funds (City to provide financial institution information upon execution of agreement) to the City’s trust account in the aggregate amount of eight hundred ninety thousand four hundred thirty-nine dollars and thirty cents (\$890,439.30), for deposit with City in its accounts (the “Cash Deposit”), which includes:
 - a. The initial City Engineer or Public Works Director’s estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the Developer’s contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;

withdrawals there from by City shall not constitute a waiver or estoppel against City and shall not release or relieve Developer from its obligation to install and fully pay for Improvements as required in Paragraph 1 above, and the right of City to withdraw from Cash Deposit shall not affect any rights and remedies of City against Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from Cash Deposit shall be paid by Developer, including administrative, engineering, legal, labor and materials and other procurement fees and costs.

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

to the subject matter hereof which are not contained herein shall be of any force or effect.

- 17. Default. In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney’s fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.
- 18. Time of Essence. The parties agree that time is of the essence in the performance of all duties herein.
- 19. Exhibits. Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.
- 20. Amendment. Any amendment or modifications of this Agreement shall be made in writing, signed by the parties, and attached hereto.
- 21. Extension. The Bond Agreement and security for completion of Improvements described in Paragraph 1 may be extended by written modification of this Agreement only.
- 22. Change of Address. It is the obligation of Developer to provide an updated address should it change during the pendency of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this ____ day of August, 2021.

M3 ID Falcon Crest, LLC
an Arizona limited liability company

By: M3 Builders, LLC
an Arizona limited liability company

Its: Manager

By: The M3 Companies, LLC,
an Arizona limited liability company

Its: Member

By William I. Brownlee
Manager

On this ____ day of _____, 2021, before me _____, personally appeared WILLIAM I. BROWNLEE known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same as the Manager, and on behalf of the The M3 Companies, LLC.

(seal)

Notary Public for _____
My commission expires on _____

City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

Attest:

Chris Engels, *City Clerk*

STATE OF IDAHO)
 : SS
County of Ada)

Proposal

EXHIBIT A



Street Lights LLC

RCE # 51142

PO Box 6985

Boise, Idaho 83707

Mark Peterson

Phone : (208) 870-3220

Email : streetlightsllc@gmail.com

June 9, 2021

Project : **Falcon Crest Subdivision No. 1**

Quote To: **M3 c/o Conger Group**

Bid Date: June 9, 2021

Revision Date: N/A

Date of Plans: 12/9/20

INCLUDED IN THIS PROPOSAL:

1. Provide and install (11) 25' poles with Cooper USSL 52W LED heads
2. Provide and install (6) 30' poles with Cooper USSL 96W Eaton LED heads
3. Provide and install (3) custom 25' poles with double 8' arms and powder coated custom color Umbra Grey.
4. Provide and install service meter cabinet for the Cloverdale frontage 30' poles.
5. Provide the required trenching, conduit, and installation for 1,958 ft. per drawing
6. Provide and install necessary wire, junction boxes, and fusing for light poles
 - a) Junction boxes are not figured as concrete or driveway rated
7. Required grounding
8. Electrical permits and inspections

GRAND TOTAL\$88,624.00

NOT INCLUDED IN THIS PROPOSAL:

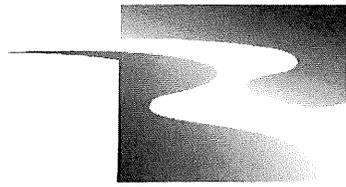
1. IPCO fees
2. Meter Pedestal (none anticipated or unless otherwise noted)
3. Extra labor or material if rock or water is encountered.
4. Bid does not include any surface restoration. (i.e. landscape, asphalt, ect.)
5. All sleeving under asphalt, concrete, ect. By others.
6. Any Ada County/Highway District right of way fees or Permits
7. Rock excavation if encountered

Notes:

Final billing may change due to field adjustments

Price good for 60 days from bid date

ACCEPTED BY: _____ DATE: _____



Boise River FENCE, INC.

WROUGHT IRON * VINYL * CEDAR * CHAIN LINK
POWDER COATING * POWER WASHING * SAND BLASTING

5200 Bethel Street - Boise, Idaho 83706
Phone (208) 383.9535 - Fax (208) 331.6190
www.boiseriverindustries.com

DATE: 6/10/2021 **Customer:** Conger Management Group **Address:** 4824 W Fairview Ave.
Phone #: 208-336-5355 Boise, ID 83706
RE: Falcon Crest Phase 1 **Email:** djossis@congergroup.com

BID ITEMS:	DESCRIPTION:	QTY:	UNIT	PRICE	TOTAL
Custom	6' Horizontal privacy fencing	1602.00	LF	\$55.50	\$88,911.00
Custom	6' Horizontal Demi Screen fencing	286.00	LF	\$60.00	\$17,160.00
					\$0.00
					\$0.00
				Total	\$106,071.00

SUBMITTED BY: Mike Birch Phone # 208-350-3510

EXCLUDED in quote: Signage, bonding, site surveying, concrete drilling, any underground utility including sprinkler repair, and material testing.
Price is subject to change if quantities vary from this quote.. These items are available for an additional charge.

QUOTE GOOD FOR THIRTY (7) DAYS FROM BID DATE.

Idaho Contractors Registration No: RCE-1735
Idaho Disadvantaged Business Enterprise No: Authority 49 CFR 26
Idaho Public Works No: C-16457-A-4

Proposal POWER ENTERPRISES 16131 Franklin Road Nampa, ID 83687 Phone (208) 461-4670 Fax (208) 461-4354					
PROPOSAL SUBMITTED TO: Conger Management Group / M3			PHONE: James Neylan		DATE: 6/10/2021
STREET:			JOB NAME/LOCATION: Falcon Crest 1 - Bonding Proposal		
CITY, STATE and ZIP CODE:			DATE OF PLANS: 6/4/2020 no revisions		
			ID Bureau of Occupational License # RCE-616 State of ID Public Works License # 040689 - C - 4		
Item	Description	Quantity	Unit	Unit Cost	Sub-total
1	Sprinkler System	1	ls	\$56,271.00	\$56,271.00
2	Sleeving	1	ls	\$9,875.00	\$9,875.00
3	Machine/Crew Grading	1	ls	\$16,090.00	\$16,090.00
4	Sod	229,328	sf	\$0.48	\$110,077.44
5	Bed Area - Bark Mulch Chips no weed fabric	742	cy	\$92.00	\$68,264.00
6	Trees: 2" Deciduous (Substitutions may be required)	224	ea	\$405.00	\$90,720.00
7	Trees: 8' Conifer (Substitutions may be required)	22	ea	\$545.00	\$11,990.00
8	Plants: 5 gallon (Substitutions may be required)	3,031	ea	\$45.00	\$136,395.00
9	Plants: 3 gallon (Substitutions may be required)	473	ea	\$38.00	\$17,974.00
10	Option: 1 year Maintenance = \$56,158 (billed in 9 monthly installments of \$6,239.78 each)				
11					
12					
13					
14					
15					
16					
17					
18					
19					
20	Exclusions: Soil amendments, topsoil import, site fixtures, grass pave, concrete, signage, mow strips, and boulders.				
21	Notes: 1. Topsoil from onsite stockpiles shall be placed and rough graded to 2/10 by site contractor. 2. 1 year maintenance option excludes Winter months. 3. Cost increases will be added to the contract if landscape is installed after 2021.				
22					
				Total	\$517,656.44
QUALIFICATIONS					
If additional off-site topsoil is required, cost will be \$42.00 / CY					
Rough Grade within 2/10					
Bond not included, but can be provided upon request at an additional cost to customer.					
Plant material warranted 1 year					
No Signage					
Adequate pressure and volume of water to be supplied by Developer/General Contractor/Owner					
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.			Tami McCollum 208-697-2618 Note: This proposal may be withdrawn by Power if not accepted within 30 days.		
Acceptance of Proposal--The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.			Signature _____		
Date of Acceptance: _____			Signature _____		

**RESOLUTION NO. R34-2021
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE ADA COUNTY SHERIFF’S OFFICE FOR LAW ENFORCEMENT SERVICES FOR THE FISCAL YEAR 2022 FOR THE CITY OF KUNA, IDAHO.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute the contract with the Ada County Sheriff’s Office to provide law enforcement services in the city of Kuna for the fiscal year commencing October 1, 2021 and ending September 30, 2022 pursuant to the terms of said contract.

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of September, 2021.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of September, 2021.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

AGREEMENT NO. _____

**JOINT POWERS AGREEMENT BETWEEN THE ADA COUNTY SHERIFF’S OFFICE
AND THE CITY OF KUNA RELATING TO LAW ENFORCEMENT SERVICES
FY 2022**

THIS JOINT POWERS AGREEMENT (“Agreement”) made and entered into this _____ day of _____, 2021, by and between Ada County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho, the **Ada County Sheriff’s Office** (“ACSO”) and the **City of Kuna**, Idaho, a municipal corporation of the State of Idaho (“City”).

WITNESSETH

WHEREAS, the ACSO desires to contract with the City to provide high quality, well trained, law enforcement personnel, services, and functions in the County and within the City, and

WHEREAS, the City desires to contract with the ACSO for high quality, well-trained law enforcement personnel, services, and functions within the boundaries of the City, as provided by the ACSO;

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. Law Enforcement Services. The ACSO will provide to the City, the law enforcement personnel, services, and functions described in this Section 1, at the rates listed in Exhibit A, attached hereto and incorporated herein by reference.

1.1 City Services. The services provided to the City shall consist of law enforcement and other related services provided by personnel assigned primarily for the benefit of the

geographic areas within the boundaries of the City, except as may be modified by Section 1.4, below. City services include:

- a. Reactive patrol to enforce state law and City-adopted municipal, criminal, and traffic codes and to respond to residents' and business' calls for service;
- b. Proactive patrol to prevent and deter criminal activity;
- c. Traffic patrol to enforce applicable traffic codes;
- d. Detectives to investigate local felony crimes and other incidents including misdemeanor crimes, as directed by the Chief of Police;
- e. Community crime prevention; and
- f. Communications services, including call receiving, and dispatch.

1.2 Discretionary Services. Specialized support services for major crimes, major incidents, and other isolated events outside the capabilities of assigned personnel shall be provided only at the discretion of the ACSO.

1.3 Administrative Services. Administrative services include planning and statistics, subpoena control, training, accounting, payroll, personnel, media relations, fleet control, radio maintenance, purchasing, records, and inspections/internal investigations. ACSO shall provide administrative services in line with law enforcement authority and, in general, will not provide investigative services for the City for civil matters; for example, personnel issues. These services may be performed at the request of the City in extraordinary circumstances at the discretion of the ACSO.

1.4 Method of Service. The level, degree and type of services and the number of positions assigned to those services shall be determined by the City in consultation with the Ada

County Sheriff or his/her designee. It is the intent of the parties that this consultation will occur at the beginning of the City's budget cycle and that both parties will work to complete this process in an expeditious manner.

- a. Such positions shall be assigned to the City and shall be dedicated to work within the City limits, subject to responses to assist another jurisdiction or ACSO unit.
- b. The number of such positions assigned to the City will remain constant. The City recognizes that the deputies assigned to the City may be unavailable at times due to training, vacation, sick leave, or other leave. Notwithstanding a deputy's absence, calls for service in the City will be responded to by appropriate personnel at the discretion of the Police Services Supervisor. The transfer of personnel will be coordinated by the ACSO, in consultation with the City Chief Executive Officer or designee, to minimize the impact of potential vacancies.
- c. Support and administrative services shall be provided to the City at the level, degree and type as provided by the ACSO in unincorporated Ada County.
- d. Additional support services may be purchased by the City and assigned for the sole benefit of the City.

1.5 Compensation.

- a. Total Cost. Total cost is reflected on Exhibit A.
- b. Development of Service Costs. Service costs shall include, but not be limited to, salary, benefits and special pays, if any, for personnel providing

the service, along with any associated clothing allowance, quartermaster, supplies, services, telephone, motor pool, systems services, insurance, equipment and associated administrative costs.

- c. Billing. In consideration for duties, services, and functions heretofore described in Section 1, the City shall pay to the ACSO the sum of **\$2,715,073.17** for the term of this Agreement. Said sum shall be paid in eleven (11) equal monthly installments of **\$226,256.00**, and one (1) monthly payment of **\$226,257.17** due no later than the tenth day of each month. Payments shall commence October 10th.
- d. Application. The City may request special services for citywide events and agrees to pay for actual overtime, salary, special pay, and benefit costs for these special events. ACSO agrees to work with the City to minimize the costs applicable to such requests.
- e. Discretionary Overtime. When agreed to in advance by the parties, the ACSO shall provide operational overtime when requested by the City for special city events or dignitary protection. Overtime, when requested in these categories, will be billable at the actual overtime rate of the deputy(s) working. Where the ACSO has sufficient advance notice, the ACSO agrees to work with the City prior to the event to minimize the costs applicable to such requests.

1.6 Special Provisions.

- a. Stabilization of Personnel. The ACSO will coordinate transfers of personnel to minimize the time positions are vacant, as well as the impact

of vacancies to the City. Any reduction in level of service will be reported to the City.

- b. Computers. The ACSO Information Technology Unit will be responsible for the repair and maintenance of all equipment, software, and accessories that are used in conjunction with the mobile computing program.
- c. City Police Facility. The City may purchase or lease its own facility and provide for the operation and maintenance of said facility. The facility must meet or exceed all applicable City, state and federal codes and requirements. The facility must also adequately meet the space and security needs of permanently assigned ACSO personnel. The City will be responsible for all charges associated with the planning, design, construction, and/or renovation of the facility and property.

1.7 Reporting.

- a. Reporting Districts. Reporting districts coterminous with the City boundaries will be maintained to enable accurate data collection on law enforcement services provided and criminal activity.
- b. Notification of Criminal Activity. The ACSO will notify the City in the event of a significant occurrence within the City.
- c. Monthly Reports. The ACSO will provide monthly reports on traffic incidents and criminal activity to the City, which can be provided electronically. On a quarterly basis, the ACSO will appear before the City Council and provide further information as requested.

1.8 Personnel and Equipment. The ACSO is acting hereunder as an independent contractor so that:

- a. Control of Personnel. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the ACSO. Allegations of misconduct shall be investigated in accordance with ACSO protocol.
- b. Status of Employees. All persons rendering service hereunder shall be for all purposes employees of the ACSO.
- c. Liabilities. All liabilities for salaries, wages, any other compensation, injury, or sickness arising from performance of the law enforcement services by the ACSO hereunder shall be that of the ACSO.
- d. Provision of Personnel. The ACSO shall furnish all personnel and such resources and material deemed by the ACSO as necessary to provide the level of law enforcement service herein described. Ownership of equipment purchased by the ACSO is retained by the ACSO.
- e. Municipal Violations. ACSO commissioned personnel may cite violations of City ordinances.

1.9 City Responsibilities. In support of the ACSO providing the services described herein, the City promises the following.

- a. Municipal Police Authority. The City promises to confer municipal police authority on such ACSO deputies as might be engaged hereunder in enforcing City ordinances within City boundaries, for the purposes of carrying out this Agreement.

- b. Special Supplies. The City promises to supply, at its own cost and expense, any special supplies, stationery, notices, forms, and the like where such must be issued in the name of the City.

1.10 Duration. This Agreement is effective upon authorization and signature by all parties, except that services and charges shall commence on October 1, 2021, and unless otherwise terminated, shall continue in effect until September 30, 2022. This Agreement may be renewed upon the mutual written consent of the parties.

1.11 Termination Process. Each party may initiate a process to terminate this Agreement as follows:

- a. Notice of Termination. In the event either party hereto desires to terminate the Agreement prior to the expiration date, such party may do so by giving sixty (60) days written notice to other parties.
- b. Transition Plan. Within thirty (30) days of the receipt of such written termination notice, the parties shall commence work on and complete a mutually agreed-upon transition plan providing for an orderly transition of responsibilities from the ACSO to the City. The planning method should proceed along the lines of a project management approach to facilitate the joint planning process by the City and the ACSO. The overarching goal of the transition plan will be to ensure there is no disruption in service to the community. Each party shall bear its respective costs in developing the transition plan.
- c. Termination and/or Interest Charge. In the event the City fails to make a monthly payment within sixty (60) days of billing, the ACSO may charge

an interest rate within two percentage points of the interest rate on the monthly ACSO investment earnings. In addition, in the event the City fails to make a monthly payment within one hundred twenty (120) days of billing, the ACSO may terminate this Agreement.

1.12 Indemnification.

- a. City To Hold County Harmless. The County, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of said City or any officers, agents or employees thereof, and the City hereby covenants and agrees to hold and save the County and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against the County, its officers, agents, or employees, by reasons of any acts or failures to act on the part of the City, its officers, agents or employees.
- b. County to Hold City Harmless. The County hereby covenants to hold and save the City and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against the City, its officers, agents, or employees by reason of any acts or failures to act on the part of the County, its officers, agents, or employees in the performance of the duties required by the terms of this Agreement.
- c. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, the ACSO does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect

of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the ACSO, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

- d. Insurance. Each party shall procure and maintain insurance as required by applicable federal and state law and as may be appropriate and reasonable to cover its staff, equipment, vehicles, and property, including but not limited to liability insurance, workers' compensation, automobile liability, and property damage. Each party has the right to self-insure all or part of the insurance requirements set forth in this paragraph.

1.13 Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the ACSO or City during the term of this Agreement and three (3) years after termination unless such records are exempt from disclosure under Idaho Code §§ 74-101 *et seq.*

1.14 Amendments. This Agreement may be amended at any time by mutual written agreement of the City and the ACSO.

1.15 Agreement Administration.

- a. Agreement Administrators. The City Mayor or his/her designee and the ACSO Law Enforcement Chief for the City shall serve as agreement administrators to review performance and resolve operational problems.

- b. Referral of Unresolved Problems. The City Mayor shall refer any police service operational problem, which cannot be resolved with the Chief of Law Enforcement Services, to the Ada County Sheriff. The Sheriff and Mayor shall meet as necessary to resolve such issues.

1.16 Entire Agreement/Waiver of Default. The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

/// INTENTIONALLY LEFT BLANK ///

IN WITNESS WHEREOF, the parties have executed this Agreement.

CITY OF KUNA

By: _____
Joe Stear, Mayor

ATTEST:

Kuna City Clerk

ADA COUNTY SHERIFF’S OFFICE

By: _____
Matthew Clifford, Sheriff

Board of Ada County Commissioners

By: _____
Rod Beck, Commissioner

By: _____
Ryan Davidson, Commissioner

By: _____
Kendra Kenyon, Commissioner

ATTEST:

Phil McGrane, Ada County Clerk

EXHIBIT A

BUDGET

(1 page – attached)

FY22 Kuna Police Contract - Final COLA		POLICE CITY OF KUNA
Contract Expense Items		Code Enforcement
Personnel		\$ 2,605,035.87
Special Event OT		\$ 8,000.00
Equipment / Uniforms		\$ 68,260.64
Operational		\$ 47,723.16
Vehicles		\$ 170,673.85
Support		\$ 19,740.00
Total Expenses before credit		\$ 2,919,433.52
Less Shared Services Credit		\$ (204,360.35)
New FY22 Contract Amount		\$ 2,715,073.17
Prior year contract amount		\$2,558,929.31
Net change to contract for FY22		\$ 156,143.86

**RESOLUTION NO. R36-2021
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID FALCON CREST, LLC, FOR FALCON CREST SUBDIVISION NO. 2 FOR UNCOMPLETED WORK INCLUDING STREET LIGHTING, FENCING AND LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS Falcon Crest Subdivision No. 2 exists as part of an approved preliminary plat; and

WHEREAS construction plans for Falcon Crest Subdivision No. 2 were approved by the Kuna City Engineer on 15 January 2021; and

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

WHEREAS the street lighting, fencing and landscaping have not been completed for Falcon Crest Subdivision No. 2 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the landscaping completion has been estimated at three hundred thirty-six thousand one hundred ninety-four dollars and thirty-four cents (\$336,194.34) adding 25% for a total of four hundred twenty thousand two hundred forty-two dollars and ninety-three cents (\$420,242.93); and

WHEREAS the fencing completion has been estimated at eighty-three thousand five hundred eighty dollars and fifty cents (\$83,580.50) adding 25% for a total of one hundred four thousand four hundred seventy-five dollars and sixty-three cents (\$104,475.63); and

WHEREAS the street lighting completion has been estimated at forty-seven thousand seven hundred dollars and zero cents (\$47,700.00) adding 25% for a total of fifty-nine thousand six hundred twenty-five dollars and zero cents (\$59,625.00); and

WHEREAS developer desires to record the final plat for Falcon Crest Subdivision No. 2 prior to completion of construction; and

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

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Kuna City Engineer is hereby authorized to accept a cash bond and/or an irrevocable standby Letter of Credit in lieu of construction for **Falcon Crest Subdivision No. 2** under the following terms and conditions:

1. All bid amounts submitted for unfinished construction are valid for the life of the Letter of Credit;

2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The amount of the check and face amount of the Letter of Credit is at least five hundred eighty-four thousand three hundred forty-three dollars and fifty-five cents (\$584,343.55);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of September, 2021.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of September, 2021.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)

THIS AGREEMENT is made by and between M3 ID FALCON CREST, LLC, an Arizona limited liability company, its Manager, M3 Builders, LLC, an Arizona limited liability company, its Member, The M3 Companies, LLC, an Arizona limited liability company (hereinafter “Developer”); whose address is 1087 W. River Street, Suite 310, Boise, ID 83702, and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter “City”); whose address is Post Office Box 13, Kuna, Idaho 83634.

WHEREAS, Developer desires to record its final plat for phase two of the development known as Falcon Crest Subdivision, (“Development”) located in the City of Kuna; and

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following:
 - a. Approved Landscape Plan for Falcon Crest Subdivision No. 1 and the associated Bid for landscaping by Power Enterprises, and;
 - b. Approved Street Light Plan for Falcon Crest Subdivision No. 1 and the associated Bid for street lighting by Street Lights LLC and;
 - c. Approved Fence Plan for Falcon Crest Subdivision No. 1 and the associated Bid for fencing by Boise River Fence, Inc.

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

2. Cash Deposit. Developer has executed and delivered to City cash, cashier’s check or wired funds (City to provide financial institution information upon execution of agreement) to the City’s trust account in the aggregate amount of five hundred eighty four thousand three hundred forty-three dollars and fifty-five cents (\$584,343.55), for deposit with City in its accounts (the “Cash Deposit”), which includes:
 - a. The initial City Engineer or Public Works Director’s estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the sub-divider’s contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;

- b. To that total, the following additional sums may be added upon the following considerations:
 - i. Three (3) to ten (10) percent for inflation; ten (10) to fifteen (15) percent for the City's bidding disadvantage; and twelve (12) percent to twenty (20) percent for city project management as determined by the City Engineer or Public Works Director.
3. The Developer and City stipulate the amount to be a reasonable estimate, pursuant to Kuna City Code.
4. If construction of all financially pledged improvements are not completed within one hundred twenty (120) days following the date of recordation of the final plat, no further building permits shall be issued by the City until final completion of all improvements has occurred and the City has inspected and approved them. However, if the remaining improvements are not completed within the one hundred twenty (120) day period, through no fault of the Developer, the City Engineer or Public Works Director may grant a one-time, one hundred twenty (120) day time extension. The determination of what may be considered a "no fault circumstance" shall be determined by the City Engineer or Public Works Director.
5. Refund or Withdrawal. City may withdraw funds from Cash Deposit if (1) Improvements are not completed as required by this Agreement within the time period specified in Paragraph 6, or if (2) Improvements are not installed strictly in accordance with Paragraph 1 and written notice of the deficiency has been given to Developer, who has failed to remedy the deficiency within ten (10) days after the notice is sent. In said event, City may withdraw funds from Cash Deposit both (1) those amounts necessary to either complete Improvements as required herein or alter or repair Improvements to conform to the requirements hereof, and (2) City's cost of administration incurred in obtaining Cash Deposit, including attorney's fees and court costs, which shall be deducted from any Cash Deposit. If the amount of Cash Deposit is inadequate to pay the cost of the completion of Improvements according to City's standards or specifications for whatever reason, including previous reductions, Developer shall be responsible for the deficiency and no further building permits shall be issued in the subdivision or development until Improvements are completed or, with City Council approval, a new, satisfactory security has been executed and delivered to City or other satisfactory arrangements have been made to insure completion of the remaining improvements.
6. Preliminary Release. At the time herein provided, but no later than at the time of final inspection and acceptance of all Improvements by City, City will authorize release of all funds comprising Cash Deposit. The release provided for in this paragraph shall occur when City certifies that Improvements are complete, which shall be when Improvements have been installed as required and fully inspected and approved by City, and after as-built drawings have been supplied as required.
7. Non-Release of Developer's Obligations. It is understood and agreed between the parties that the establishment and availability to City of Cash Deposit as herein provided, and any

withdrawals there from by City shall not constitute a waiver or estoppel against City and shall not release or relieve Developer from its obligation to install and fully pay for Improvements as required in Paragraph 1 above, and the right of City to withdraw from Cash Deposit shall not affect any rights and remedies of City against Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from Cash Deposit shall be paid by Developer, including administrative, engineering, legal, labor and materials and other procurement fees and costs.

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

to the subject matter hereof which are not contained herein shall be of any force or effect.

- 17. Default. In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney’s fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.
- 18. Time of Essence. The parties agree that time is of the essence in the performance of all duties herein.
- 19. Exhibits. Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.
- 20. Amendment. Any amendment or modifications of this Agreement shall be made in writing, signed by the parties, and attached hereto.
- 21. Extension. The Bond Agreement and security for completion of Improvements described in Paragraph 1 may be extended by written modification of this Agreement only.
- 22. Change of Address. It is the obligation of Developer to provide an updated address should it change during the pendency of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this ____ day of August, 2021.

M3 ID Falcon Crest, LLC
an Arizona limited liability company

By: M3 Builders, LLC
an Arizona limited liability company

Its: Manager

By: The M3 Companies, LLC,
an Arizona limited liability company

Its: Member



By William I. Brownlee
Manager

On this 21 day of July, 2021, before me Dawn Jennings personally appeared WILLIAM I. BROWNLEE known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same as the Manager, and on behalf of the The M3 Companies, LLC.

(seal)



Dawn Jennings
 Notary Public for State of Idaho
 My commission expires on 5/29/26

City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

Attest:

Chris Engels, *City Clerk*

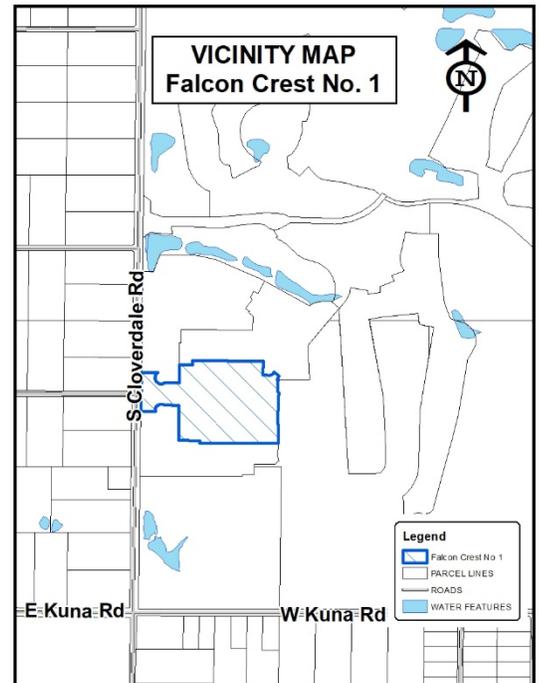
STATE OF IDAHO)
 : SS
 County of Ada)

**BEFORE THE CITY COUNCIL
OF THE CITY OF KUNA**

IN THE MATTER OF THE APPLICATIONS OF) **Case No. 21-08-FP (Final Plat)**
)
WENDY SHRIEF, J-U-B ENGINEERING)
) **STAFF MEMO FOR THE FALCON**
) **CREST SUB. NO. 1 FINAL PLAT**
For Falcon Crest Sub. No. 1 Final Plat) **APPLICATION.**

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- 1. Exhibit List
- 2. Process and Noticing
- 3. General Project Facts
- 4. Applicable Standards
- 5. General Project Facts
- 6. Staff Analysis
- 7. Applicable Standards
- 8. Council’s Order of Decision



**I
EXHIBIT LIST**

The exhibits of the above-referenced matter consist of the following, to-wit:

1.1 Exhibits:

<i>DESCRIPTION OF EVIDENCE</i>		Withdrawn	Refused	Admitted
1.1	Staff Memo			X
2.1	Planning & Zoning Application Coversheet			X
2.2	Final Plat Application			X

2.3	Final Plat			X
2.5	Findings of Fact & Conclusions of Law – Approved 11.21.2017			X
2.6	Statement of Conformance			X
2.7	Legal Description			X
2.12	Vicinity Map			X
2.8	Common Area Maintenance Agreement			X
2.9	Agency Transmittal			X
2.11	Public Works Memo			X

II PROCESS AND NOTICING

- 2.1** A Final Plat (FP) is designated in Kuna City Code (KCC) 1-14-3, as a public meeting, with City Council as the decision-making body. As a public meeting, this application does not require formal notice as set forth in Idaho Code, Chapter 65; Idaho Local Land Use Planning Act. The guidelines for decision making by the City Council is outlined in KCC 1-14-3 which have been adhered to.
- 2.2** As a public meeting item, this action requires no formal public noticing actions.

III GENERAL PROJECT FACTS

- 3.1** Wendy Shrief, of JUB Engineering, requests Final Plat approval on behalf of their client M3 Companies, LLC, for *Falcon Crest Sub. No. 1*. The project is approximately 16.94 acres with an R-6 (Medium Density Residential) zoning designation, and will consist of 49 single-family buildable lots and 11 common lots. The subject site is located near the northeast corner of Cloverdale and Kuna Roads intersection (APN: S1422325600); Section 22, Township 2 North, Range 1 West, BM.

IV STAFF ANALYSIS

- 4.1** In accordance with Kuna City Code Title 6, Subdivision Regulations, the application seeks Final Plat approval for *Falcon Crest Sub. No. 1*.
- 4.2** Per Public Works Department, this project has previously reserved capacity in the *Orchard Ave. Lift Station*.
- 4.3** Per Public Works Department, this project is in line with the Sewer, Water, and Pressurized Irrigation Master Plans.
- 4.4** Staff has determined the proposed Final Plat for *Falcon Crest Sub. No. 1* is in substantial conformance with the previously Council-approved Preliminary Plat (February 5, 2019; Case No. 18-03-AN, 18-02-PUD & 18-04-S).

V
APPLICABLE STANDARDS

- 5.1 Kuna City Code Title 6, Subdivision Regulations
- 5.2 Kuna Comprehensive Plan and Future Land Use Map.
- 5.3 Idaho Code Title 50, Chapter 13, Plats and Vacations.

V1
CONDITIONS OF APPROVAL

- 6.1 Water Rights associated with property shall be transferred to the City at time of connection (development) by deed and “Change of Ownership” form from IDWR (Idaho Department of Water Resources).
- 6.2 Applicant shall correct any technical items and make any requested changes to bring the Final Plat into conformance, as recommended by Kuna Public Works Staff.
- 6.3 Upon City Council’s approval, no revisions shall be made to the Final Plat. If revisions are desired, the Applicant shall bring a copy of the changes to Planning and Zoning staff to determine if a new approval is required via City Council or Planning and Zoning.
- 6.4 Applicant shall secure all signatures on the Final Plat Memorandum prior to requesting the City Engineer’s signature on the Final Plat Mylar.
- 6.5 Correct and verified as-built (record drawings) drawings shall be required before occupancy or Final Plat approval by City Engineer is granted.
- 6.6 The Club easement for unintended Club encroachments is not permitted to affect or apply to blanket easements, public utility easements, or any type of easement affecting City and/or public utilities.

DATED this 7th day of September, 2021.



Planning & Zoning Application Coversheet

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov



****Office Use Only****

File No.(s): 21-08-FP

Project Name: Falcon Crest No. 1

Date Received: 05.27.21

Date Accepted as Complete: _____

Type of review requested (check all that apply); please submit all associated applications:

<input type="checkbox"/>	Annexation	<input type="checkbox"/>	Appeal
<input type="checkbox"/>	Comp. Plan Map Amendment	<input type="checkbox"/>	Combination Pre & Final Plat
<input type="checkbox"/>	Design Review	<input type="checkbox"/>	Development Agreement
<input type="checkbox"/>	Final Planned Unit Development	<input checked="" type="checkbox"/>	Final Plat
<input type="checkbox"/>	Lot Line Adjustment	<input type="checkbox"/>	Lot Split
<input type="checkbox"/>	Ordinance Amendment	<input type="checkbox"/>	Planned Unit Development
<input type="checkbox"/>	Preliminary Plat	<input type="checkbox"/>	Rezone
<input type="checkbox"/>	Special Use Permit	<input type="checkbox"/>	Temporary Business
<input type="checkbox"/>	Vacation	<input type="checkbox"/>	Variance

Owner of Record

Name: M3Companies- MarkTate

Address: 1087W.RiverStreet,Ste.310, Boise ID, 83702

Phone: 208.939.6263 Email: MTate@m3companiesllc.com

Applicant (Developer) Information

Name: JUB Engineering / Wendy Shrief

Address: 2760 Excursion Ln. Ste 400, Meridian, ID 83642

Phone: 208-376-7330 Email: wshrief@jub.com

Engineer/Representative Information

Name: Scott Wanders - Engineer

Address: 2760 Excursion Ln. Ste 400, Meridian, ID 83642

2.1

Phone: 208-376-7330 Email: swonders@jub.com

Subject Property Information

Site Address: S CLOVERDALE RD

Nearest Major Cross Streets: South Cloverdale Rd and Kuna Rd

Parcel No.(s): S1422325600

Section, Township, Range: SEC 22 2N 1E

Property Size: 16.940 Acres

Current Land Use: Agricultural Proposed Land Use: Single-family

Current Zoning: R-6 Proposed Zoning: R-6

Project Description

Project Name: Falcon Crest Subdivision No. 1

General Description of Project: The project will have 49 buildable lots and 11 non-buildable lots for a total of 60 lots.

Type of proposed use (check all that apply and provide specific density/zoning):
 Residential: R-2 R-4 R-6 R-8 R-12 R-20 Commercial: C-1 C-2 C-3 CBD
 Office Industrial: M-1 M-2 Other: _____

Type(s) of amenities provided with development: N/A

Residential Project Summary (If Applicable)

Are there existing buildings? YES NO
If YES, please describe: _____

Will any existing buildings remain? YES NO
No. of Residential Units: 49 No. of Building Lots: 60

No. of Common Lots: 11 No. of Other Lots: 0

Type of dwelling(s) proposed (check all that apply):

Single-Family Townhomes Duplexes Multi-Family

Other: _____

Minimum square footage of structure(s): 4,750 sf

Gross Density (Dwelling Units ÷ Total Acreage): 2.96 DU/Ac

Net Density (Dwelling Units ÷ Total Acreage not including Roads): 4.24 DU/Ac

Percentage of Open Space provided: 27.0% Acreage of Open Space: 4.57

Type of Open Space provided (i.e. public, common, landscaping): Landscaping and

Common lots and landscaping will be provided.

Non-Residential Project Summary (If Applicable)

Number of building lots: _____ Other lots: _____

Gross floor area square footage: _____ Existing (if applicable): _____

Building height: _____ Hours of Operation: _____

Total no. of employees: _____ Max no. of employees at one time: _____

No. of and ages of students: _____ Seating capacity: _____

Proposed Parking:

ADA accessible spaces: _____ Dimensions: _____

Regular parking spaces: _____ Dimensions: _____

Width of driveway aisle: _____

Proposed lighting: _____

Is lighting "Dark Sky" compliant? YES NO

Proposed landscaping (i.e. berms, buffers, entrances, parking areas, etc.):

Applicant Signature: Wydell Date: 5/13/2021



Final Plat Application

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
 (208) 922-5274 | www.KunaCity.ID.gov

KUNA
 Planning & Zoning

A Final Plat application does NOT require a Public Hearing. It will be placed on the City Council agenda as a regular agenda item.

****Office Use Only****

Case No(s): 21-08-FP

Project Name: Falcon Crest No. 1

Date Received: 05.27.2021

Date Accepted as Complete: _____

Application shall contain one (1) copy of the following:

- Complete Planning & Zoning Application Coversheet.
- All pages of the proposed Final Plat.
- Approved final engineering construction drawings for streets, water, sewer, sidewalks, pressure irrigation & other public improvements.
- Approved & signed Findings of Fact and Conclusions of Law for Preliminary Plat.
- Such other information as deemed necessary to establish whether or not all proper parties have signed and/or approved Final Plat.
- Statement of Conformance with the following: Preliminary Plat meets all requirements or conditions; and Preliminary Plat meets acceptable engineering practices and local standards.
- Any proposed restrictive covenants and/or deed restrictions, and Homeowners Association documents.

The Final Plat shall include and be in compliance with all items required under Idaho Code §50-13.

This application shall not be considered complete (nor will it be added to a City Council agenda) until Staff has received all required information. Once the application is deemed complete, Staff will notify the Applicant of the scheduled date, fees due, and any additional items via a Letter of Completeness.

GENERAL CITY OF KUNA

- 1. ALL WORK (INCLUDING BUT NOT LIMITED TO CONSTRUCTION OF PRESSURIZED IRRIGATION, SEWER, WATER, STREETS, CURB GUTTER SIDEWALK, AND STREETLIGHTS) SHALL BE COMPLETED IN ACCORDANCE WITH THE LATEST EDITIONS OF THE KUNA STANDARD CONSTRUCTION SPECIFICATIONS, ADA COUNTY HIGHWAY DISTRICT SPECIFICATIONS, IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION, IDAHO STATE PLUMBING CODE, IDAHO STATE ELECTRICAL CODE, FEDERAL AND STATE LAWS.
2. ALL WORK SHALL BE COMPLETED IN A PROFESSIONAL, HIGH QUALITY MANNER. SUBSTANDARD, INCOMPLETE OR OTHERWISE DEFICIENT WORK SHALL BE REJECTED.
3. CONTRACTOR SHALL REQUEST CITY OF KUNA INSPECTION OF PRESSURIZED IRRIGATION, SEWER, WATER LINES AND APPURTENANCES AT LEAST TWENTY-FOUR (24) HOURS BEFORE BACKFILLING.
4. CONTRACTOR SHALL NOTIFY OWNER'S ENGINEER AND THE CITY OF KUNA FORTY-EIGHT (48) HOURS BEFORE INITIAL CONSTRUCTION BEGINS.
5. CONTRACTOR SHALL NOTIFY THE CITY OF KUNA WHEN SHUTTING DOWN A JOB FOR ANY REASON AND PROVIDE 48 HOURS NOTICE BEFORE RESTARTING WORK.
6. CONTRACTOR SHALL STAMP PI, S, OR W IN THE SIDEWALK OR CURB WHERE PRESSURIZED IRRIGATION, SEWER, OR WATER CROSS UNDER THE SIDEWALK OR CURB. WATER (W) STAMP SHALL BE IN LINE WITH THE WATER METER BOX.
7. ALL POTABLE/NON-POTABLE WATER CROSSINGS SHALL BE CONSTRUCTED IN ACCORDANCE WITH ISPCW SD 407.
8. ALL PIPE (PRESSURIZED IRRIGATION, SEWER & WATER) MAINS AND SERVICES, SHALL BE BEDDED WITH TYPE I OR TYPE III BEDDING. IN AREAS OF ROCK EXCAVATION, BEDDING BELOW THE BOTTOM OF PIPE SHALL BE AT LEAST SIX (6) INCHES THICK.
9. CONTRACTOR(S) SHALL REMOVE ALL OBSTRUCTIONS, ABOVE AND BELOW GROUND, AS REQUIRED FOR THE CONSTRUCTION OF THE PROPOSED IMPROVEMENTS. THIS SHALL INCLUDE CLEARING ALL TREES, STUMPS, BRUSH, UNDERGROWTH, HEDGES, HEAVY GROWTH OF GRASS OR WEEDS, FENCE STRUCTURES, DEBRIS, RUBBISH AND MATERIALS WHICH, IN THE OPINION OF THE ENGINEER, ARE UNSUITABLE FOR THE FOUNDATION OF PAVEMENTS.
10. ALL MATERIAL(S) NOT SUITABLE FOR FUTURE USE ON SITE SHALL BE DISPOSED OF OFF SITE IN ACCORDANCE WITH ALL FEDERAL, STATE, AND LOCAL REGULATIONS.
11. CONTRACTOR SHALL LOCATE AND PROTECT CRITICAL CONSTRUCTION CONTROL POINTS WITHIN THE PROJECT WORK LIMITS.
12. SURVEY CONTROL MONUMENTS SHALL BE PRESERVED, SET, AND/OR RESTORED IN ACCORDANCE WITH IDAHO CODE 50-1303.
13. CONTRACTOR SHALL MAINTAIN ALL EXISTING DRAINAGE FACILITIES WITHIN THE CONSTRUCTION AREA UNTIL REPLACEMENT DRAINAGE FACILITIES ARE IN PLACE, FUNCTIONING, AND ACCEPTED BY ACHD OR CITY.
14. ALL CONTRACTORS WORKING WITHIN THE PROJECT BOUNDARIES ARE RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE SAFETY LAWS OF ANY JURISDICTIONAL BODY. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL BARRICADES, TRENCH SHORING, SAFETY DEVICES AND TRAFFIC CONTROL WITHIN AND AROUND THE CONSTRUCTION AREA.
15. EXISTING A.C. PAVEMENT SHALL BE SAW CUT TO A NEAT, STRAIGHT LINE PARALLEL OR PERPENDICULAR TO THE STREET CENTERLINE AND THE PROPOSED SHOULDER, BEDDING BELOW THE BOTTOM OF PIPE SHALL BE AT LEAST SIX (6) INCHES THICK.
16. ALL MATERIALS MUST MEET THE MINIMUM REQUIREMENTS OF THE APPROVING AGENCIES OR AS SET FORTH HEREIN, WHICHEVER IS MORE RESTRICTIVE. ALL MATERIALS AND EQUIPMENT SHALL BE NEW.
17. ALL CONTRACTORS WORKING WITHIN THE PUBLIC ROAD RIGHT-OF-WAY SHALL SECURE A RIGHT-OF-WAY PERMIT FROM ACHD AT LEAST 24 HOURS BEFORE ANY CONSTRUCTION.
18. ALL COSTS OF RETESTING FAILED TESTS SHALL BE BORNE BY THE CONTRACTOR.
19. ALL COSTS FOR CORRECTING DEFICIENT WORK SHALL BE BORNE BY THE CONTRACTOR. FAILURE TO CORRECT DEFECTIVE WORK WILL BE CAUSE FOR A STOP WORK ORDER.
20. THE CONTRACTOR SHALL FIELD VERIFY ALL EXISTING CURBS, GUTTERS, STORM DRAINS, CHANNEL CROSSINGS AND SEWER ELEVATIONS OR INVERTS BEFORE BEGINNING CONSTRUCTION AND SHALL NOTIFY THE OWNER'S ENGINEER WHEN ELEVATIONS OR INVERTS DO NOT MATCH PROJECT DRAWINGS.
21. THE LOCATIONS OF EXISTING UNDERGROUND UTILITIES ARE SHOWN IN APPROXIMATE LOCATIONS. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION AND DEPTH OF ALL EXISTING UTILITIES BEFORE COMMENCING WORK. CONTRACTOR AGREES TO BE FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH MIGHT BE OCCASIONED BY FAILURE TO EXACTLY LOCATE AND PRESERVE ANY AND ALL UNDERGROUND UTILITIES.
22. EACH CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING REQUIRED NPDES PERMITS, SUBMITTING NOTICE OF INTENT (NOI) TO DISCHARGE STORM WATER, AND PREPARING A POLLUTION PREVENTION PLAN (PPP) IN ACCORDANCE WITH ENVIRONMENTAL PROTECTION AGENCY (EPA) REGULATIONS. CONTACT THE EPA AT (208) 378-5748 FOR REQUIRED INFORMATION. STORM WATER PERMIT SHALL BE PRESENTED TO THE ENGINEER AT LEAST 48 HOURS BEFORE BEGINNING CONSTRUCTION.
23. ALL UTILITIES, INCLUDING SERVICE LINES, WITHIN STREET TRAVEL WAYS SHALL BE IN PLACE, TESTED AND FULLY FUNCTIONAL, PRIOR TO CURB, GUTTER, SIDEWALK AND STREET CONSTRUCTION.
24. PAVEMENT AND CONCRETE REMOVED OR DAMAGED DURING CONSTRUCTION SHALL BE REPLACED WITHIN SEVEN (7) CALENDAR DAYS FROM THE TIME THE PAVEMENT AND CONCRETE IS REMOVED PER ISPCW AND ACHD STANDARDS.
25. PAVING SHALL NOT PROCEED UNTIL THE CONTRACTOR OBTAINS WRITTEN APPROVAL OF ALL INSTALLED WATER, SEWER, AND PRESSURE IRRIGATION FACILITIES FROM THE CITY OF KUNA.
26. ALL ROCK BLASTING SHALL OCCUR BEFORE INSTALLING SEWER MAINS, WATER MAINS, PRESSURE IRRIGATION MAINS OR SERVICE LINE CROSSINGS. BLASTING IN THE PROXIMITY OF EXISTING UTILITIES MAY BE PERFORMED AS LONG AS THE HORIZONTAL DISTANCE FROM THE EXISTING UTILITY IS EQUAL TO OR GREATER THAN THE EXCAVATION DEPTH FROM THE EXISTING UTILITY OR FIFTEEN (15) FEET, WHICHEVER IS GREATER. THE BLASTING CONTRACTOR SHALL BE RESPONSIBLE FOR ANY/ALL DAMAGE TO ANY/ALL EXISTING UTILITIES.
27. THE DEVELOPER SHALL RETAIN AN IDAHO REGISTERED ENGINEER TO PERFORM INSPECTION SERVICES DURING CONSTRUCTION. THE ENGINEER SHALL PROVIDE A WRITTEN CERTIFICATION LETTER TO THE CITY OF KUNA THAT THE PROJECT WAS COMPLETED IN ACCORDANCE WITH THE APPROVED PLANS AND SPECIFICATIONS. COPIES OF ALL AIR TESTS, DEFLECTION TESTS, PRESSURE TESTS, AND BACTERIOLOGICAL TEST RESULTS SHALL BE FURNISHED WITH THE CERTIFICATION LETTER.
28. THE CITY OF KUNA WILL PROVIDE PERIODIC INSPECTION AND OBSERVE TESTING FOR AN EIGHT (8) HOUR DAY, FROM 8:00 A.M. TO 5:00 P.M., FOR A FORTY (40) HOUR WORK WEEK. CONTRACTOR SHALL REIMBURSE THE CITY AT RATES ESTABLISHED BY THE CITY FOR INSPECTIONS EXCEEDING THE NORMAL WORK WEEK, INCLUDING LEGAL HOLIDAYS. OVERTIME INSPECTION RATES AND A LIST OF LEGAL HOLIDAYS AND A REQUEST FOR INSPECTION OUTSIDE STANDARD CITY BUSINESS HOURS FORM CAN BE OBTAINED FROM THE CITY PUBLIC WORKS DEPARTMENT.
29. WHEN CONSTRUCTION IS SATISFACTORILY COMPLETED, CLEANED AND TESTED AND AFTER ALL OTHER UTILITIES ARE INSTALLED THE DEVELOPER SHALL REQUEST A CITY OF KUNA FINAL ACCEPTANCE INSPECTION. AT A MINIMUM, THE FINAL ACCEPTANCE INSPECTION SHALL INCLUDE:
A. CLEAN ALL SEWER MAINLINES
B. DEFLECTION TEST SEWER MAINLINE
C. VISUALLY INSPECT EACH MANHOLE
D. WITNESS SEWER MAINLINE AIR PRESSURE TEST
E. WITNESS WATER MAINLINE PRESSURE TEST
F. WITNESS PRESSURE IRRIGATION PRESSURE TEST
G. CLEAN AND TELEVISION ALL SEWER MAIN LINES
H. VISUAL INSPECTION OF THE SEWER MAINS
I. PROVIDE A DVD OF ALL SEWER MAIN VISUAL INSPECTION
J. ALL TESTING SHALL BE PROVIDED AND PAID FOR BY THE DEVELOPER
30. THE CITY HAS THE RIGHT TO INSPECT THE WORK AT ANY TIME DURING CONSTRUCTION. ANY WORK NOT CONFORMING TO THE APPROVED PLANS AND SPECIFICATIONS SHALL BE REJECTED.
31. THE DEVELOPER SHALL GUARANTEE ALL WORK FOR A PERIOD OF ONE YEAR FOLLOWING ACCEPTANCE BY THE CITY. THIS GUARANTEE SHALL COVER ALL DAMAGE, MATERIALS, LABOR, AND WORKMANSHIP.
32. DEVELOPER SHALL NOTIFY ALL PURCHASERS OF LOTS, AND THEIR CONTRACTORS, THAT CITY UTILITY SYSTEMS HAVE BEEN ACCEPTED BY THE CITY. ANY DAMAGE TO THESE SYSTEMS DURING HOME CONSTRUCTION SHALL BE BILLED DIRECTLY TO THE OWNER OF RECORD WHEN THE DAMAGE IS FOUND AND REPAIRED.
33. THE DEVELOPER SHALL PROVIDE RECORD DRAWINGS: ONE (1) SET OF ELECTRONIC DRAWINGS ON CD OR THUMB DRIVE IN PDF FORMAT, AND TWO (2) 24" X 36" SETS ON WHITE PAPER BEFORE FINAL PLAT OR WITHIN 30 DAYS OF FINAL ACCEPTANCE.

SEWER, CITY OF KUNA

- 1. ABANDON ALL EXISTING SEPTIC SYSTEMS IN ACCORDANCE WITH IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY REQUIREMENTS. PROVIDE DOCUMENTATION TO THE CITY OF KUNA UPON REQUEST.
2. THE HORIZONTAL SEPARATION OF POTABLE WATER AND SEWER MAINS SHALL BE A MINIMUM OF TEN (10) FEET FROM PIPE EDGE TO PIPE EDGE AS SHOWN IN ISPCW SD-407.
3. GROUNDWATER LEVELS SHALL BE MAINTAINED BELOW THE BOTTOM OF THE TRENCH DURING PIPE LAYING AND JOINING OPERATIONS.
4. TRENCH BACKFILL ABOVE THE PIPE ZONE SHALL BE INSPECTED BY ACHD OR BY THE OWNER'S ENGINEER IN ACCORDANCE WITH THE LATEST EDITION OF THE "CONSTRUCTION QUALITY ASSURANCE MANUAL". COMPACTION TESTS ARE REQUIRED IN THE BACKFILL ABOVE THE PIPE ZONE, WITHIN PUBLIC RIGHT-OF-WAY, ACCORDING TO ACHD REQUIREMENTS. SUBMIT DENSITY TEST RESULTS TO THE CITY OF KUNA AND ACHD BEFORE FINAL ACCEPTANCE.
5. CONTRACTOR SHALL LEAVE THE EXCAVATION FOR THE UPSTREAM END OF ALL SERVICE LINES OPEN TO ALLOW ON SITE VERIFICATION OF THE INVERT ELEVATIONS AND SLOPES BY THE CITY'S INSPECTOR. CONTRACTOR SHALL NOT BACKFILL THE ENDS OF SERVICE LINES UNTIL APPROVED BY THE CITY OF KUNA INSPECTOR OR OTHER ARRANGEMENTS HAVE BEEN MADE FOR THE VERIFICATION OF SERVICE LINE INVERT ELEVATIONS AND SLOPES.
6. CONTRACTOR SHALL INSTALL A REMOVABLE PLUG IN THE DOWN STREAM SIDE OF THE EXISTING MANHOLE WHERE THE NEW CONNECTION WILL BE MADE. THE PLUG SHALL REMAIN IN PLACE UNTIL FINAL ACCEPTANCE OF THE SEWER PROJECT.
7. ALL SEWER PIPE AND FITTINGS 4 INCH THROUGH 15 INCH DIAMETER SHALL BE POLYVINYL CHLORIDE (PVC) CONFORMING TO ASTM D-3034, SDR-35, SEWER PIPE AND FITTINGS SIZES 18 INCH THROUGH 36 INCH DIAMETER SHALL BE PVC CONFORMING TO ASTM F 879, PRESSURE SEWER PIPE SHALL CONFORM TO ANWA C900 PVC, DR 18 (235 PSI).
8. SEWER SERVICE LINES SHALL BE INSTALLED BEFORE STREET IMPROVEMENTS & SEWER SERVICE MARKERS SHALL BE IN PLACE BEFORE FINAL INSPECTION. CONTRACTOR SHALL NOTIFY THE CITY WHEN SEWER SERVICE STUB OUTS ARE INSTALLED, MARKED & READY FOR INSPECTION.
9. PLACE MARKING TAPE ABOVE ALL FORCE MAIN SEWER PIPE BETWEEN SIX (6) INCHES BELOW GROUND SURFACE AND SIXTEEN (16) INCHES ABOVE TOP OF PIPE. TAPE SHALL BE THREE (3) INCHES WIDE, 4 MIL POLYETHYLENE, GREEN IN COLOR, WITH "SEWER PIPE" CLEARLY MARKED ALONG THE LENGTH OF THE TAPE IN 1 1/2" BLACK LETTERS.
10. CONSTRUCT ALL MANHOLES WATER TIGHT. THE TOP OF MANHOLE CONE SHALL BE WITHIN TWELVE (12) INCHES OF FINISHED GRADE. CONTRACTOR SHALL SUPPLY ALL LID ASSEMBLIES AND GRADE RINGS.
11. SEWER CONSTRUCTION SHALL MEET THE SPECIFIC DETAILS AND REQUIREMENTS OF THE FOLLOWING STANDARD DRAWINGS AND ACCOMPANYING SPECIFICATIONS FOUND IN IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION AND ACHD STANDARD DRAWINGS:
1. STANDARD MANHOLE, TYPE A, DRAWING NO. SD-501 AND SD-501A.
2. STANDARD SHALLOW MANHOLE, DRAWING NO. SD-505.
3. MANHOLE COLLAR DETAIL, DRAWING NO. SD-508.
4. MANHOLE COVER AND FRAME, DRAWING NO. SD-507.
5. STANDARD SEWER SERVICE LINE, DRAWING NO. SD-511 & SD-511A.
6. SEWER SERVICE MARKER, DRAWING NO. SD-512.
12. CONTRACTOR SHALL FIELD VERIFY THE TOP ELEVATION OF MANHOLE CONES TO ASSURE THAT ALL RING ELEVATIONS MATCH FINAL STREET GRADES.
13. MANHOLE: APPLY NON-SHRINK GROUT BETWEEN THE METAL FRAME AND GRADE RINGS. GRADE RINGS SHALL NOT BE STACKED WITHOUT NON-SHRINK GROUT OR MORTAR.
14. SET EACH GRADE RING IN A BED OF NON-SHRINK GROUT OR MORTAR. TROWEL SMOOTH WITH THE INSIDE OF THE MANHOLE.
15. PAVING CONTRACTOR SHALL SET THE GRADE RINGS AND POUR THE CONCRETE COLLARS PER ISPCW DRAWING NO. SD-508. THE PAVING CONTRACTOR SHALL CONTACT ACHD 24 HOURS PRIOR TO POURING CONCRETE COLLARS.
16. PRIOR TO CONNECTING TO THE EXISTING SEWER SYSTEM, WHERE THE CONNECTION IS MADE BETWEEN MANHOLES AND EXISTING SERVICES, ALL SEWER MAINS AND SERVICES MUST BE AIR TESTED.

SEWER, CITY OF KUNA (CONTINUED)

- 17. COMPLETE INTEGRITY TESTING, AFTER ALL UTILITIES ARE INSTALLED AND BEFORE PAVING.
18. CONTRACTOR SHALL CONTACT OWNERS ENGINEER AND THE CITY OF KUNA AT LEAST 24 HOURS BEFORE TESTING. SEWER LINES SHALL BE TESTED IN ACCORDANCE WITH THE ISPCW SPECIFICATIONS. A CITY REPRESENTATIVE MUST OBSERVE THE TESTING. TESTING SHALL INCLUDE AIR PRESSURE TESTING, DEFLECTION TESTING, INVERT ELEVATION SURVEY AND VISUAL INSPECTION USING A CLOSED-CIRCUIT TELEVISION (CCTV) CAMERA. ALL SEWER LINES SHALL BE CLEANED AND CHECKED FOR DEFLECTION BEFORE BEGINNING THE CCTV CAMERA INSPECTION. PROVIDE A COPY (DVD OR THUMB) OF THE VISUAL INSPECTION TO THE CITY OF KUNA FOR QUALITY VERIFICATION. NEITHER THE MAINLINE SHALL BE CONSIDERED APPROVED AND ACCEPTED UNTIL THE VISUAL REVIEW IS COMPLETE.
19. SEWER CONSTRUCTION WILL BE PERFORMED BY THE OWNER'S ENGINEER OR DESIGNATED REPRESENTATIVE. SUCH APPROVAL SHALL NOT RELIEVE THE CONTRACTOR FROM THE RESPONSIBILITY OF PERFORMING THE WORK IN AN ACCEPTABLE MANNER, IN CONFORMANCE WITH THE APPROVED MASTER PLAN, CONTRACT DRAWINGS, AND ASSOCIATED SPECIFICATIONS.
20. CITY OF KUNA SHALL PROVIDE FINAL APPROVAL AND ACCEPTANCE OF ALL SEWER CONSTRUCTION.

WATER, CITY OF KUNA

- 1. ALL EXISTING WELLS SHALL BE ABANDONED IN ACCORDANCE WITH IDAHO DEPARTMENT OF WATER RESOURCES REQUIREMENTS. CONTACT IDWR 208-334-2190.
2. CONTRACTOR SHALL MAINTAIN CONTINUOUS WATER SERVICE TO ALL EXISTING WATER USERS AFFECTED BY CONSTRUCTION.
3. CONTRACTOR SHALL PREVENT THE ENTRY OF ANIMALS, DIRT AND OTHER FOREIGN MATTER INTO PIPES AND SHALL NOT LEAVE ANY OPEN PIPE END AT ANY TIME WHEN ABSENT FROM THE WORK SITE.
4. ALL WATER MAIN LINE PIPE SHALL BE PVC CONFORMING TO ANWA C-900 OR 18 (235 PSI) OR CLASS 152 CEMENT MORTAR LINED DUCTILE IRON CONFORMING TO ANWA C-152. ALL FITTINGS SHALL BE DUCTILE IRON CONFORMING TO ANWA C-110.
5. ALL WATER MAIN LINE PIPE, AND SERVICES SHALL BE BEDDED WITH TYPE I OR TYPE III BEDDING. IN AREAS OF ROCK EXCAVATION, PIPE BEDDING SHALL BE AT LEAST SIX (6) INCHES THICK MEASURED FROM THE PIPE BELL.
6. ALL WATER MAIN PIPE SHALL BE COVERED WITH AT LEAST FOUR (4) FEET AND NO MORE THAN SIX (6) FEET OF APPROVED FILL MATERIAL. FILL SHALL BE MEASURED FROM FINISHED GRADE TO TOP OF PIPE.
7. COMPACT TRENCH BACKFILL TO 95% OF ASTM D 898 (MINIMUM).
8. PLACE MARKING TAPE ABOVE ALL WATER PIPE BETWEEN SIX (6) INCHES BELOW GROUND SURFACE AND SIXTEEN (16) INCHES ABOVE TOP OF PIPE. TAPE SHALL BE THREE (3) INCHES WIDE, 4 MIL POLYETHYLENE, BLUE IN COLOR, WITH "WATER PIPE" CLEARLY MARKED ALONG THE LENGTH OF THE TAPE IN 1 1/2" BLACK LETTERS.
9. TAPE NO. 12 DIRECT BURIAL TRACER WIRE TO THE CROWN OF WATER MAIN PIPE AND SERVICE LINES. LOOP THE TRACER WIRE FROM THE MAIN LINE TO EACH SERVICE VAULT ALONG THE SERVICE PIPE AND BACK TO THE MAIN LINE. THE TRACER WIRE SHALL BE ACCESSIBLE AT ALL VALVE BOXES AND SHALL BE EXTENDED ALONG THE OUTSIDE OF THE LOWER PORTION AND ALONG THE INSIDE OF THE UPPER PORTION OF THE VALVE BOX. WIRE SHALL BE TAPED TO GATE VALVES SO IT IS ACCESSIBLE FROM ABOVE WITHOUT INTERFERING WITH VALVE OPERATION. CONDUCT AN ELECTRICAL CONTINUITY VERIFICATION TEST BEFORE PAVING.
10. ALL MAIN LINE WATER VALVES SHALL BE RESILIENT WEDGE GATE VALVES CONFORMING TO ANSI/AWWA C-509. ACCEPTABLE VALVES ARE MUELLER MODEL A-2360 AND A-2361 OR CLOW MODEL 2639 AND 2640. OTHER WATER VALVES MUST BE APPROVED BY THE CITY ENGINEER.
11. FURNISH ALL WATER VALVES WITH A STANDARD CAST IRON 5-1/4 INCH DIAMETER 3-PIECE ADJUSTABLE VALVE BOX. THE CAST IRON COVER SHALL BE DESIGNED TO SLIP INSIDE THE TOP BELL, MARKED WITH THE WORD "WATER" AS AN INTEGRAL PART OF THE COVER.
12. ALL TEES, PLUGS, BENDS, AND OTHER LOCATIONS WHERE UNBALANCED FORCES EXIST, SHALL BE SECURED AND ANCHORED BY A SUITABLE THRUST BLOCKING AS SHOWN ON ISPCW SD-403.
13. SLEEVE WATER SERVICE LINES IN A FOUR (4) INCH DIAMETER SCHEDULE 80 WATER CLASS PIPE WHEREVER THE SERVICE LINE CROSSES A STREET DRAINAGE SEWAGE BED.
14. OPEN EACH METER SETTER AND VERIFY THAT THE CORPORATION STOP IS OPEN AND THE SERVICE IS OPERABLE BEFORE PAVING.
15. OPERATE EACH VALVE AND FIRE HYDRANT TO ENSURE PROPER FUNCTION BEFORE PAVING. A CITY OF KUNA REPRESENTATIVE SHALL OBSERVE ALL TESTING.
16. LEAK-TEST, FLUSH AND DISINFECT ALL WATER MAIN LINES AFTER INSTALLATION OF ALL UTILITIES, BEFORE CONNECTING TO THE WATER DISTRIBUTION SYSTEM, AND BEFORE PAVING. PRESSURE TEST THE DISTRIBUTION SYSTEM PER ISPCW SECTION 401.
17. THE CONTRACTOR MAY PRESSURE TEST ALL WATER LINES AFTER DISINFECTION AND FLUSHING BUT BEFORE INSTALLATION OF OTHER UTILITIES. AFTER ALL UTILITIES ARE INSTALLED AND PRIOR TO PAVING THE CONTRACTOR SHALL PERFORM A FINAL PRESSURE TEST WITH CITY PERSONNEL IN ATTENDANCE. THE CONTRACTOR SHALL FURNISH ALL PERSONNEL AND EQUIPMENT NECESSARY TO CONDUCT THE TEST.
18. DISINFECT AND FLUSH WATER MAINLINES ACCORDING TO ISPCW DIVISION 400. THE DISINFECTION AND FINAL FLUSHING SHALL BE TESTED TO DETERMINE IF THE APPROPRIATE MINIMUM CHLORINE RESIDUALS HAVE BEEN MET.
19. SAMPLE AND TEST ALL WATER LINES FOR BACTERIAL COLIFORMS. ALL WATER LINES SHALL PASS THE REQUIRED BACTERIOLOGICAL TEST BEFORE BEING PUT INTO SERVICE.
20. CONTRACTOR SHALL PROVIDE BACTERIAL TEST REPORTS FROM A CERTIFIED LABORATORY SHOWING THAT THE WATER LINES HAVE PASSED BACTERIA SAFETY REQUIREMENTS. A CITY OF KUNA REPRESENTATIVE SHALL OBSERVE THE SAMPLE EVENT.
21. LOCATE VALVES, FLANGED OR W, IN THE STREET UNLESS EXPLICITLY APPROVED BY THE CITY ENGINEER. SET ALL GATE VALVES AS CLOSE (FLANGE TO FLANGE) AS POSSIBLE TO WATER MAIN LINE FITTINGS.
22. CONTRACTOR SHALL FIELD VERIFY ALL VALVE BOX LID ELEVATIONS TO ENSURE THAT LID ELEVATIONS MATCH FINAL STREET GRADE, AND ALL METER LID ELEVATIONS MATCH SIDEWALK ELEVATIONS.
23. LOCATE ALL WATER METERS AND FIRE HYDRANTS OUT OF THE ROAD RIGHT-OF-WAY. PROVIDE AT LEAST ONE (1) FOOT SEPARATION BETWEEN BACK OF SIDEWALK (OR CURB IF NO SIDEWALK) AND THE LEADING EDGE OF AN 8 FOOT HYDRANT.
24. THE CONTRACTOR SHALL LOCATE AND MARK ALL EXISTING SERVICE CONNECTIONS WITH AN IRON 2" X 4" BOARD OR METAL T POST PAINTED BLUE.
25. PAVING CONTRACTOR SHALL SET WATER VALVE RISERS IN CONCRETE COLLARS PER ISPCW STANDARD DRAWING SD-406.
26. ALL FIRE HYDRANTS SHALL BE DRY BARREL CONFORMING TO ANWA C-502, INSTALLED PER ISPCW SECTION 403 AND ISPCW DWG SD-404. FIRE HYDRANTS SHALL HAVE A FIVE (5) FOOT SETTING MINIMUM, 150 PSI WORKING PRESSURE, ONE 4-1/2 INCH DIAMETER NATIONAL STANDARD PUMPER NOZZLE EQUIPPED WITH STORZ FITTING, AND TWO 2-1/2 INCH DIAMETER NATIONAL STANDARD THREAD FIRE HOSE NOZZLES. THE VALVE OPERATOR SHALL OPEN COUNTER CLOCKWISE. THE HYDRANT SHALL BE EQUIPPED WITH A DRAM THAT OPENS WHEN THE HYDRANT IS CLOSED; AND A SIX (6) INCH FLANGED BY MECHANICAL JOINT RESILIENT WEDGE GATE VALVE ATTACHED DIRECTLY TO THE WATER MAIN LINE TEE. ALPHA RESTRAINT ALLOWED.
27. FIRE HYDRANTS SHALL BE CLOW HULLALON, WATEROUS PAGER 100, OR MUELLER M423. NO OTHERS WILL BE ACCEPTED. MAXIMUM SHORFT SPACING SHALL BE 50 FEET. HYDRANT LOCATIONS SHALL BE APPROVED IN WRITING BY THE KUNA RURAL FIRE DEPARTMENT AND SUBMITTED WITH THE CONSTRUCTION PLANS FOR FINAL REVIEW AND APPROVAL BY THE CITY ENGINEER.
28. INSTALL INDIVIDUAL ONE (1)-INCH WATER SERVICES FOR EACH CONNECTION FROM A SINGLE OR DUAL METER VAULT. EXTEND THE ONE (1)-INCH WATER SERVICE FOR EACH CONNECTION AT LEAST 10- FEET ON THE HOUSE SIDE OF THE METER, OR AS REQUIRED TO EXTEND PAST OTHER UTILITIES LOCATED WITHIN THE 10-FOOT UTILITY EASEMENT. DETAILS SHALL BE AS NOTED IN ISPCW SD-401.
29. THE CITY OF KUNA SHALL FURNISH AND INSTALL WATER METERS.
30. CONTRACTOR SHALL PROVIDE EACH WATER SERVICE LEG WITH 18-INCH TALL 1/2-INCH COPPER METER SETTER, CURB STOP, LOCKABLE SHORFT VALVE MARKED WITH "WATER" AND 36-INCH TALL INSULATED METER BOX WITH 1/2-INCH TALL INSULATED METER BOX COVER. METERS SHALL BE PLASTICS, INC. WITH 20" X 1" FOAM INSULATION PADS AND A CAST IRON FRAME AND COVER TAPPED WITH A 1-INCH DIAMETER RECESSED HOLE FOR THE CITY AUTOREAD METER SENSOR AS APPROVED BY THE CITY.
31. METER BOXES SHALL BE LOCATED ON THE NORTH OR EAST SIDE OF THE PROPERTY, OR IN CASE OF DUAL WATER SERVICE, ON THE NORTH OR EAST SIDE OF THE COMMON PROPERTY LOT LINE.
32. THE CENTERLINE OF THE METER SETTER SHALL BE LOCATED 18-INCHES BELOW FINISH GRADE. METERS SHALL BE PLACED 18-INCHES INSIDE THE PROPERTY LINE AND 18-INCHES AWAY FROM THE SIDE LOT LINE.
33. MULTIPLE TAPS IN THE SAME PIPE JOINT SHALL BE STAGGERED AND SHALL BE SEPARATED BY A MINIMUM OF ONE AND A HALF (1 1/2) FEET OR AS LISTED IN THE PIPE MANUFACTURERS RECOMMENDATIONS, WHICHEVER IS GREATER.

IRRIGATION, CITY OF KUNA

- 1. THE DEVELOPER SHALL NOTIFY ALL LOT PURCHASERS THAT THERE MUST BE NO INTERCONNECTION BETWEEN THE PRESSURE IRRIGATION SYSTEM AND HOUSE PLUMBING. OUTSIDE HOUSE FAUCETS MUST ONLY BE CONNECTED TO THE MUNICIPAL POTABLE WATER SYSTEM THROUGH THE HOUSE SERVICE CONNECTION.
2. INSTALL PRESSURIZED IRRIGATION SYSTEMS CONSISTING OF IRRIGATION MAINS AND INDIVIDUAL SERVICE CONNECTIONS TO EACH LOT.
3. MAINTAIN PRESSURIZED IRRIGATION CIRCUITS AS SHOWN ON THE APPROVED CONSTRUCTION PLANS. DO NOT JUMPER ACROSS FROM ONE CIRCUIT TO ANOTHER. CONTRACTOR IS RESPONSIBLE FOR ALL COSTS TO CORRECT CROSS CONNECTIONS WHEN DISCOVERED.
4. CONNECTION TO THE CITY OF KUNA MUNICIPAL WATER (POTABLE) SYSTEM FOR IRRIGATION PURPOSES IS NOT ALLOWED.
5. LOT SERVICE REQUIREMENTS:
LOT SIZE S.F. IRRIGATION RISERS
0-14,000 ONE 1"
14,000 - 26,000 TWO 1" OR ONE 1.5"
26,000+ DETERMINED BY CITY ENGINEER
6. ALL IRRIGATION MAINLINES SHALL BE INSTALLED SUCH THAT AIR AUTOMATICALLY VENTS DURING FILLING AND DRAINING. AUTOMATIC AIR/VACUUM RELIEF VALVES SHALL BE INSTALLED AT ALL HIGH POINTS IN THE SYSTEM AND IN LOCATIONS DETERMINED BY THE CITY ENGINEER. IN LIEU OF AUTOMATIC VENTS, THE CONTRACTOR MAY INSTALL SERVICES WITH THE TAP ON TOP OF THE MAIN AT THE HIGH POINT WITH THE SERVICE LINE LAID LEVEL OR RISING TO THE SERVICE BOX.
7. ALL IRRIGATION MAINS SHALL FREELY DRAIN. FREELY DRAIN MEANS TO DRAIN BY GRAVITY INTO A DRAINAGE SWALE, DRAINAGE POND, DRAINAGE DITCH OR ADEQUATELY SIZED DRY WELL. THE DRAIN SYSTEM SHALL INCLUDE MANUAL OPERATED VALVES AS DETAILED IN CITY OF KUNA STANDARD DETAILS. LOCATE DRAINS IN COMMON AREAS, ALONG PATHWAYS OR STREET FRONTAGES UNLESS SPECIFICALLY APPROVED OTHERWISE BY THE CITY ENGINEER.
8. PIPE DEPTH: ALL IRRIGATION MAIN LINES NOT WITHIN ROAD RIGHT OF WAY (ROW) SHALL HAVE AT LEAST THREE (3) FEET OF APPROVED COVER MATERIAL MEASURED FROM FINISH GRADE TO CROWN OF PIPE IF THE PIPE IS FREE DRAINING. A MINIMUM OF FOUR (4) FEET OF COVER SHALL BE REQUIRED FROM FINISH GRADE TO CROWN OF PIPE UNDER ROADWAYS AND WHERE PIPE IS NOT FREE-DRAINING. NO IRRIGATION MAIN LINE PIPING SHALL BE COVERED WITH MORE THAN SIX (6) FEET OF APPROVED COVER MATERIAL.
9. PRESSURE IRRIGATION MAIN LINE PIPING 4 INCH DIAMETER AND LARGER SHALL BE CONSTRUCTED OF POLYVINYL CHLORIDE (PVC), DR21 (200 PSI), CONFORMING TO ASTM D2421.
10. PRESSURE IRRIGATION MAIN LINE PIPING IN THE R.O.W. AND PARALLEL TO CENTER LINE SHALL BE PVC, C900 DR 18.
11. 4 INCH DIAMETER AND LARGER PIPE SHALL HAVE RUBBER GASKETED JOINTS.
12. PRESSURE IRRIGATION PIPE SHALL BE CLEARLY MARKED WITH TYPE, CLASS OR THICKNESS. LETTERING SHALL BE LEGIBLE AND PERMANENT.
13. PLACE MARKING TAPE ABOVE ALL IRRIGATION PIPE BETWEEN SIX (6) INCHES BELOW GROUND SURFACE AND SIXTEEN (16) INCHES ABOVE TOP OF PIPE. TAPE SHALL BE THREE (3) INCHES WIDE, 4 MIL POLYETHYLENE, PURPLE IN COLOR, WITH "PRESSURIZED IRRIGATION MAIN" CLEARLY MARKED ALONG THE LENGTH OF THE TAPE IN 1 1/2" BLACK LETTERS.
14. TAPE A #12 DIRECT BURIAL TRACER WIRE ALONG THE CROWN OF WATER MAIN PIPE AND SERVICE LINES. LOOP THE TRACER WIRE FROM THE MAINLINE TO EACH SERVICE BOX AND BACK TO THE MAINLINE. THE TRACER WIRE SHALL BE ACCESSIBLE AT ALL VALVE BOXES AND EXTENDED ALONG THE OUTSIDE OF THE LOWER PORTION AND ALONG THE INSIDE OF THE UPPER PORTION OF THE VALVE BOX. CONDUCT AN ELECTRICAL CONTINUITY TEST BEFORE PAVING TO VERIFY TRACER WIRE INTEGRITY.

IRRIGATION, CITY OF KUNA (CONTINUED)

- 15. THE DEVELOPER SHALL NOTIFY ALL LOT PURCHASERS THAT THERE MUST BE NO INTERCONNECTION BETWEEN THE PRESSURE IRRIGATION EQUIP EACH PRESSURE IRRIGATION SERVICE WITH A METAL OR PLASTIC TAG (YUCKY FACE) "NON-POTABLE WATER-DO NOT DRINK".
16. VALVES 4 INCH DIAMETER AND LARGER SHALL BE RESILIENT WEDGE GATE VALVES CONFORMING TO THE REQUIREMENTS OF ANSI/AWWA C509, WITH MECHANICAL OR FLANGED JOINTS AND 2 INCH SQUARE OPERATING MUT. ACCEPTABLE VALVES ARE MUELLER MODEL A-2360 AND A-2361 OR CLOW MODEL 2639 AND 2640. ALTERNATE VALVES MUST BE SPECIFICALLY APPROVED BY THE CITY ENGINEER. VALVE BOXES FOR VALVES 4 INCH DIAMETER AND LARGER SHALL BE STANDARD CAST IRON 5 1/4 INCH DIAMETER ADJUSTABLE VALVE BOX.
17. VALVES FOR STREET CROSSINGS SHALL BE PLACED WITHIN 2 FEET OF THE BACK EDGE OF SIDEWALK.
18. FITTINGS SHALL BE CAST IRON, DUCTILE IRON, PVC, BRASS OR STAINLESS STEEL, AND SHALL HAVE A MINIMUM PRESSURE RATING EQUAL TO OR GREATER THAN 200 PSI. ALL FITTINGS FOUR (4) INCHES AND LARGER SHALL BE DUCTILE IRON WITH FLANGED OR MECHANICAL JOINTS. THRUST BLOCKS OR OTHER CITY ENGINEER APPROVED RESTRAINTS SHALL BE PROVIDED AT CHANGES OF DIRECTION.
20. IRRIGATION SYSTEMS SHALL BE PRESSURE TESTED IN ACCORDANCE WITH ISPCW SPECIFICATIONS FOLLOWING INSTALLATION OF ALL OTHER UTILITIES AND BEFORE PAVING. TESTING SHALL BE OBSERVED BY A CITY REPRESENTATIVE.

ROADWAY, ACHD

- 1. ALL CONSTRUCTION IN THE PUBLIC RIGHT-OF-WAY SHALL CONFORM TO THE CURRENT EDITION OF THE ISPCW THE ACHD SUPPLEMENTAL SPECIFICATIONS. NO EXCEPTIONS TO DISTRICT POLICY, STANDARDS, AND THE ISPCW WILL BE ALLOWED UNLESS SPECIFICALLY AND PREVIOUSLY APPROVED IN WRITING BY THE DISTRICT.
2. WHEN DISCREPANCIES OCCUR BETWEEN PLANS AND SPECIFICATIONS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER. UNTIMELY NOTIFICATION SHALL NEGATE ANY CONTRACTORS CLAIM FOR ADDITIONAL COMPENSATION.
3. INSPECTION OF WORK WITHIN THE RIGHT-OF-WAYS SHALL BE BY THE ADA COUNTY HIGHWAY DISTRICT (ACHD) AND MUST BE SCHEDULED A MINIMUM OF 24-HOURS IN ADVANCE. CONTACT ACHD CONSTRUCTION SERVICES AT 387-6280. FOR PRIVATE ROADWAYS CONTACT THE OWNER'S ENGINEER.
4. SHALL INSTALL AND ADJUST ALL SPACERS, GRADE RINGS, MANHOLE RINGS AND LIDS.
5. EXISTING A.C. PAVEMENT SHALL BE CUT TO A NEAT STRAIGHT LINE PARALLEL OR PERPENDICULAR TO THE STREET CENTERLINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAVING.
6. ALL COSTS OF RETESTING FOR PREVIOUSLY FAILED TESTS SHALL BE BACK CHARGED TO THE CONTRACTOR BY THE OWNER.
7. ALL COSTS TO THE CONTRACTOR INCURRED IN CORRECTING DEFICIENT WORK SHALL BE TO THE CONTRACTORS ACCOUNT. FAILURE TO CORRECT SUCH WORK WILL BE CAUSE FOR A STOP WORK ORDER AND POSSIBLE TERMINATION.
8. OVER EXCAVATION AND ADDITIONAL GRANULAR BACKFILL MAY BE REQUIRED IN HIGH GROUNDWATER AREAS WHICH ARE TO BE DETERMINED BY THE FIELD INSPECTOR.
9. ALL MATERIAL PLACED AS FILL OR BACKFILL SHALL BE PLACED AND COMPACTED IN ACCORDANCE WITH SECTION 308 OF THE CURRENT EDITION OF ISPCW. STANDARD DRAWINGS: (CURRENT EDITION)
A. RESIDENTIAL STREET SECTION, ACHD SUPPLEMENT TO ISPCW SD-801, AND SECTIONS AS SHOWN ON ROADWAY DETAIL SHEET.
B. STANDARD 6" VERTICAL CURB (NO GUTTER), ISPCW SD-701A.
C. ROLLED CURB AND GUTTER, ACHD SUPPLEMENT TO ISPCW SD-702.
D. 4" CONCRETE VALLEY GUTTER, ACHD SUPPLEMENT TO ISPCW SD-708.
E. SIDEWALKS, ACHD SUPPLEMENT TO ISPCW SD-709.
F. PEDESTRIAN RAMPS ISPCW SD-712A AND SD-712H.
G. STANDARD TYPE II DROP INLET, ACHD SUPPLEMENT TO ISPCW SD- 604A.
H. STANDARD CURB AND GUTTER, ISPCW SD-51.
I. TYPICAL STREET WIDENING, ACHD SUPPLEMENT TO ISPCW SD-806.
10. ABANDONED BUILDINGS, TEST PITS OR WATERWAYS LOCATED WITHIN CURRENT OR FUTURE RIGHT-OF-WAYS SHALL BE RE-EXCAVATED TO NATIVE SOIL AND BACKFILLED WITH STRUCTURAL FILL PER ISPCW SPECIFICATIONS. CONTRACTOR TO PROVIDE SOIL DATA AND A COPY OF THE COMPACTION TESTS TO VERIFY SOIL MATERIAL MEETS THE REQUIREMENTS FOR CONSTRUCTION. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH ISPCW STANDARD DRAWINGS.
11. SANITARY SEWER AND STORM DRAIN MANHOLES, CONES AND STRUCTURES SHALL BE SET TO SPECIFIED ELEVATION BY THEIR RESPECTIVE CONTRACTORS. ALL REMAINING MANHOLE MATERIALS, EXCEPT CONCRETE COLLARS, NECESSARY TO CONSTRUCT MANHOLE TO FINISHED GRADE IN PAVEMENT AREAS SHALL BE FURNISHED BY THE PIPE CONTRACTORS FOR PLACEMENT AT FINISHED GRADE BY STREET PAVING CONTRACTOR. FOR MANHOLES NOT WITHIN PAVEMENT AREAS, THE MANHOLE RINGS SHALL BE SET TO FINISHED GRADE BY THEIR RESPECTIVE CONTRACTORS. ALL MATERIALS FOR CONCRETE COLLARS AROUND SANITARY SEWER AND STORM DRAIN MANHOLE RINGS SHALL BE SUPPLIED AND CONSTRUCTED TO FINISHED GRADE BY STREET CONTRACTOR IN ACCORDANCE WITH ADA COUNTY HIGHWAY DISTRICT SPECIFICATIONS. CONTRACTOR SHALL CONTACT THE CITY OF MERIDIAN DISTRICT TWENTY-FOUR (24) HOURS PRIOR TO POURING CONCRETE COLLARS.
12. ASPHALT ROADWAY REPAIRS SHALL BE PER ISPCW STANDARDS AND ACHD SUPPLEMENT SD-303.
13. ACHD INSPECTION STAFF WILL BE MORE CLOSELY MONITORING PEDESTRIAN FACILITIES FOR COMPLIANCE WITH ADA STANDARDS. AS A REMINDER, SIDEWALK CROSS SLOPES SHALL NOT EXCEED 2.0%; THERE ARE NO "TOLERANCES" ALLOWED.

STORM DRAIN, ACHD

- 1. THE PIPE CONTRACTOR SHALL REPLACE ALL PAVEMENT AND CONCRETE REMOVED FOR THE INSTALLATION OF WATER, SEWER, OR IRRIGATION PIPE. ALL PAVEMENT SHALL BE REPLACED WITHIN SEVEN (7) CALENDAR DAYS FROM THE TIME THE PAVEMENT AND CONCRETE IS REMOVED.
2. ALL STORM DRAIN PIPE SHALL BE OF MATERIALS SPECIFIED IN ISPCW SECTION 601, PART 2, SECTION 2.2, UNLESS OTHERWISE NOTED ON THE CONSTRUCTION DRAWINGS.
3. ALL SEWERS, DRAIN LINES, AND STORM DRAINS SHALL BE TESTED IN ACCORDANCE WITH ISPCW SECTION 501, PART 3, SECTION 3.4.
4. ALL CATCH BASINS SHALL HAVE A ONE-FOOT CATCH DEPTH BELOW INVERT OF OUTLET PIPE.
5. ALL CATCH BASINS AND GRATES WITHIN THE PUBLIC RIGHT-OF-WAY SHALL BE INSTALLED PER THE ACHD SUPPLEMENT TO ISPCW STANDARD DRAWING NO. SD-601 TYPE 1, SD-609 TYPE 1 OR STANDARD DRAWING NO. SD-604A TYPE IV, SD-609 TYPE I.
6. THE PIPE CONTRACTOR SHALL MAINTAIN A 10' MINIMUM HORIZONTAL SEPARATION BETWEEN SEWER AND WATER LINES, AND BETWEEN STORM DRAINS AND WATER LINES. SEE SEWER NOTE NO. 12.
7. ALL STORM DRAIN MANHOLES SHALL BE CATCH MANHOLES PER ISPCW STD. DWG NO. SD-611.
8. STORM DRAIN AND IRRIGATION STREET CROSSING SHALL UTILIZE TYPE I BEDDING MATERIAL, PLACED IN SIX (6) INCH LAYERS AS PER ISPCW TYPICAL TRENCH DETAIL DRAWING NO. SD-301.
9. ANY PVC STORM DRAIN PIPE SHALL CONFORM TO ASTM D3034 OR ASTM F794 SPECIFICATIONS AND SHALL BE INSTALLED WATER TIGHT.
10. ALL STORM DRAINAGE APPURTENANCES SHALL BE INSPECTED BY ADA COUNTY HIGHWAY DISTRICT.

PAVEMENT REPAIR FROM UTILITY WORK, ACHD

- 1. ACTUAL FIELD CONDITIONS DURING TRENCHING MAY REQUIRE ADDITIONAL PAVEMENT REPAIR BEYOND THE LIMITS SHOWN ON THE PLAN. THE FOLLOWING CONDITIONS ARE LISTED IN SECTION 6000 OF ACHD POLICY MANUAL.
2. ALL ASPHALT MATCH LINES FOR PAVEMENT REPAIR SHALL BE PARALLEL TO THE CENTERLINE OF THE STREET AND INCLUDE ANY AREA DAMAGED BY EQUIPMENT DURING TRENCHING OPERATIONS.
3. IF THE CUMULATIVE DAMAGED PAVEMENT EXCEEDS 50% OF THE TOTAL ROAD SURFACE THE CONTRACTOR SHALL REPLACE THE ENTIRE ROADWAY SURFACE.
4. CONTRACTOR SHALL REPLACE THE PAVEMENT SURFACE TO ENSURE MATCH LINE DOES NOT FALL WITHIN THE WHEEL PATH OF A LANE. MATCH LINE SHALL ONLY FALL IN THE CENTER OR EDGE OF A TRAVEL LANE.
5. FLOWABLE FILL OR IMPORTED MATERIAL MAY BE REQUIRED IF THE NATIVE TRENCH MATERIAL IS DEEMED UNSUITABLE BY ACHD INSPECTOR, DOES NOT MEET COMPACTION STANDARDS OR TIME IS A CRITICAL FACTOR.
6. ANY EXCEPTIONS TO THESE RULES SHALL BE PRE-APPROVED IN WRITING BY DISTRICT STAFF BEFORE CONSTRUCTION BEGINS.

Water, sewer, and irrigation plans are subject to construction the design registered professional engineer's responsibility and obligations listed in IDAPA 10-01-02 remain in effect

By: Paul A. Stevens, PE. Kuna City Engineer

Date: 12/15/2020

Plans Are Accepted For Public Street Construction

By stamping and signing the improvement plans, the Registered Engineer ensures the District that the plans conform to all District policies and standards. Variances or waivers must be specifically and previously approved by the District in writing. Acceptance of the improvement plans by the District does not relieve the Registered Engineer of these responsibilities.

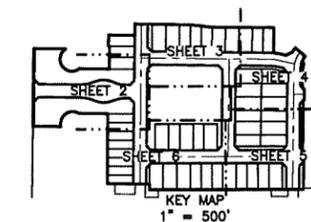
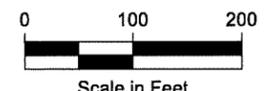
DATE: 12/14/2020 BY: [Signature] DATE: [Blank] ADA COUNTY HIGHWAY DISTRICT

JUB ENGINEERS, INC. 250 S. Beechwood Ave. Suite 201 Boise, ID 83709-0944 Phone: 208.376.7930 www.jub.com. JUB ENGINEERS, INC. 10683 STATE OF IDAHO K. SCOTT WOODS 12/15/20. REVISION: NO. DESCRIPTION BY: DATE. FALCON CREST SUBDIVISION NO. 1 KUNA, IDAHO. NOTE SHEET. FILE: 10-10-2020 JUB PROJ: 2018 DRAWN BY: GRB DESIGN BY: GRB CHECKED BY: AFN ONE INCH AT FULL SIZE, IF NOT ONE INCH SCALE ACCORDINGLY. LAST UPDATED: 11/3/2020 SHEET NUMBER: C-002

PLAT SHOWING Falcon Crest Subdivision No. 1

Situated in the Southwest quarter of
Section 22, Township 2 North, Range 1 East, Boise Meridian,
City of Kuna, Ada County, Idaho.
2021

PLAT BOOK _____ PAGE _____



Curve Table - This Sheet Only					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	182.17'	55.50'	188°04'05"	S34°57'22"E	110.72'
C2	26.01'	180.00'	8°16'41"	S81°57'00"E	25.98'
C3	24.79'	155.00'	9°09'43"	N35°19'41"E	24.76'
C4	33.63'	95.00'	20°16'50"	S29°46'07"W	33.45'
C5	132.23'	55.50'	136°30'44"	S53°52'59"W	103.10'

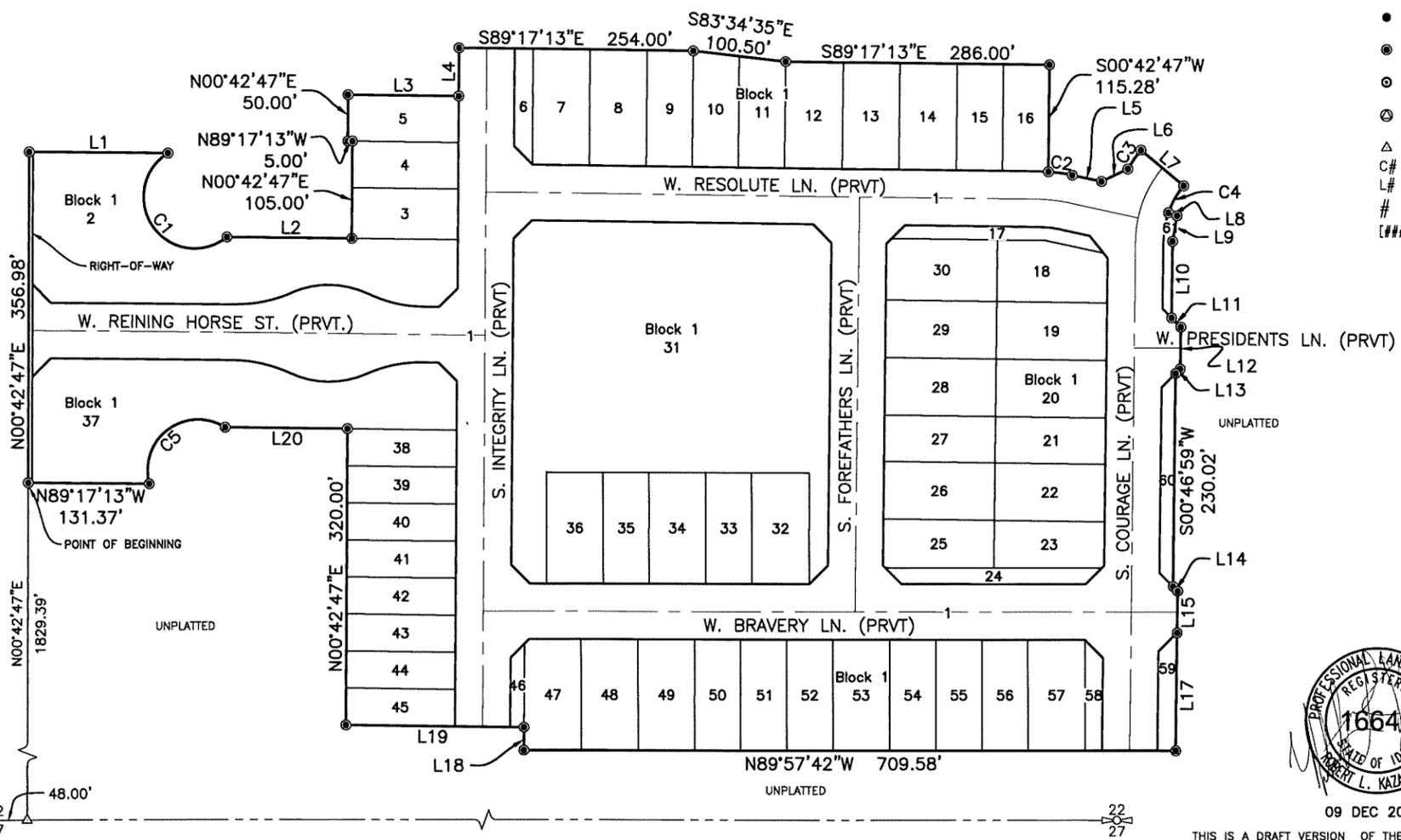
Line Table - This Sheet Only		
Line #	Direction	Length
L1	S89°17'33"E	150.39'
L2	S89°17'13"E	135.05'
L3	S89°17'13"E	120.00'
L4	N00°42'47"E	52.00'
L5	S77°48'40"E	32.42'
L6	N64°37'07"E	31.70'
L7	S50°05'28"E	60.00'
L8	S70°22'18"E	10.00'

Line Table - This Sheet Only		
Line #	Direction	Length
L9	S10°12'21"W	27.83'
L10	S00°46'59"W	82.61'
L11	S44°35'22"E	14.05'
L12	S00°46'59"W	45.00'
L13	S45°24'38"W	7.12'
L14	S44°35'22"E	7.02'
L15	S00°46'59"W	45.00'
L17	S00°46'59"W	127.51'

Line Table - This Sheet Only		
Line #	Direction	Length
L18	N00°42'47"E	24.73'
L19	N89°17'13"W	193.75'
L20	N89°17'13"W	132.35'

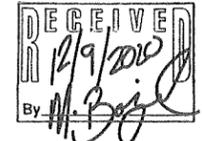
- ### Legend
- Subdivision Boundary Line
 - Lot Line
 - Right-of-way Line
 - Section Line
 - Center Line
 - Adjacent Property Line
 - Match Line
 - Home Owners Association Irrigation Easement Line
 - Utility Easement Line
 - Private Sidewalk Easement Line
 - Off-site Drainage Easement Line
 - Off-site Sidewalk Easement Line
 - Off-site Utility Easement Line
 - Section Corner, as noted
 - Quarter-Section Corner, as noted
 - Set 1/2"x24" Rebar, with Plastic Cap Marked "J-U-B 16642"
 - Set 5/8"x24" Rebar, with Plastic Cap Marked "J-U-B 16642"
 - Set 1-3/16" Bern'sen BP Cap with Magnet Marked "J-U-B 16642"
 - Set 1/2"x24" Rebar, with Plastic Cap Marked "EASEMENT JUB 16642"
 - Point Not Set or Found
 - Curve Number (Typical)
 - Course Number (Typical)
 - Lot Number (Typical)
 - PLS Number Found on Monument

16715
21022
S00°42'27"W
2652.56'
21
BASIS OF BEARING
N00°42'47"E 2650.93'
S. CLOVERDALE RD.
N00°42'47"E
356.98'
N00°42'47"E
1829.39'
21022
28027



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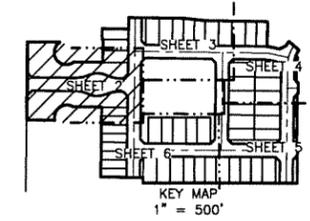
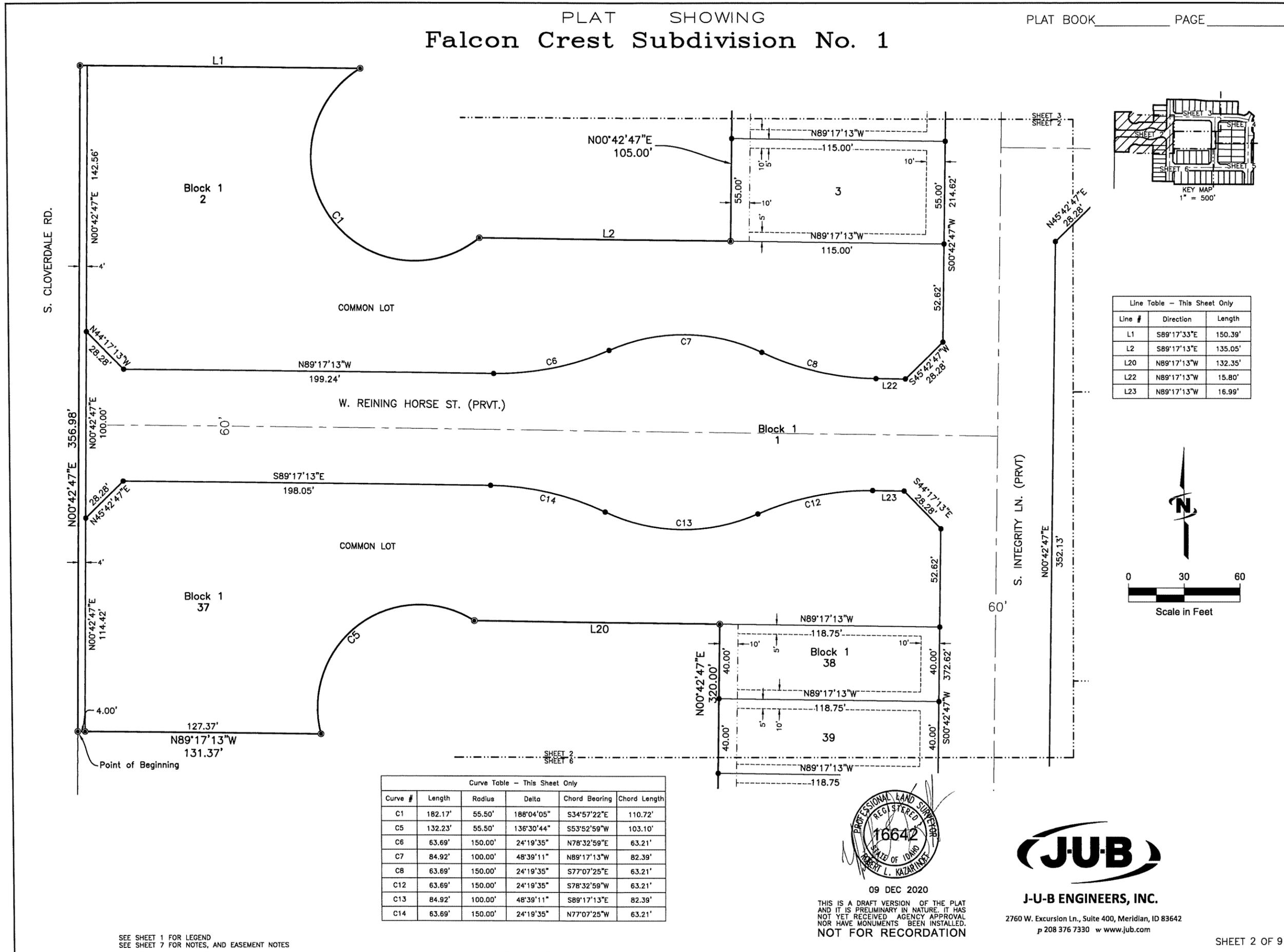


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JUB Project No. 10-19-148

SEE SHEET 7 FOR NOTES, AND EASEMENT NOTES

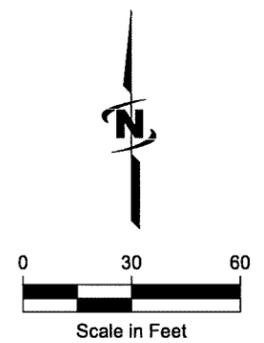
PLAT SHOWING Falcon Crest Subdivision No. 1

PLAT BOOK _____ PAGE _____



Line Table - This Sheet Only

Line #	Direction	Length
L1	S89°17'33"E	150.39'
L2	S89°17'13"E	135.05'
L20	N89°17'13"W	132.35'
L22	N89°17'13"W	15.80'
L23	N89°17'13"W	16.99'



Curve Table - This Sheet Only

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	182.17'	55.50'	188°04'05"	S34°57'22"E	110.72'
C5	132.23'	55.50'	136°30'44"	S53°52'59"W	103.10'
C6	63.69'	150.00'	24°19'35"	N78°32'59"E	63.21'
C7	84.92'	100.00'	48°39'11"	N89°17'13"W	82.39'
C8	63.69'	150.00'	24°19'35"	S77°07'25"E	63.21'
C12	63.69'	150.00'	24°19'35"	S78°32'59"W	63.21'
C13	84.92'	100.00'	48°39'11"	S89°17'13"E	82.39'
C14	63.69'	150.00'	24°19'35"	N77°07'25"W	63.21'



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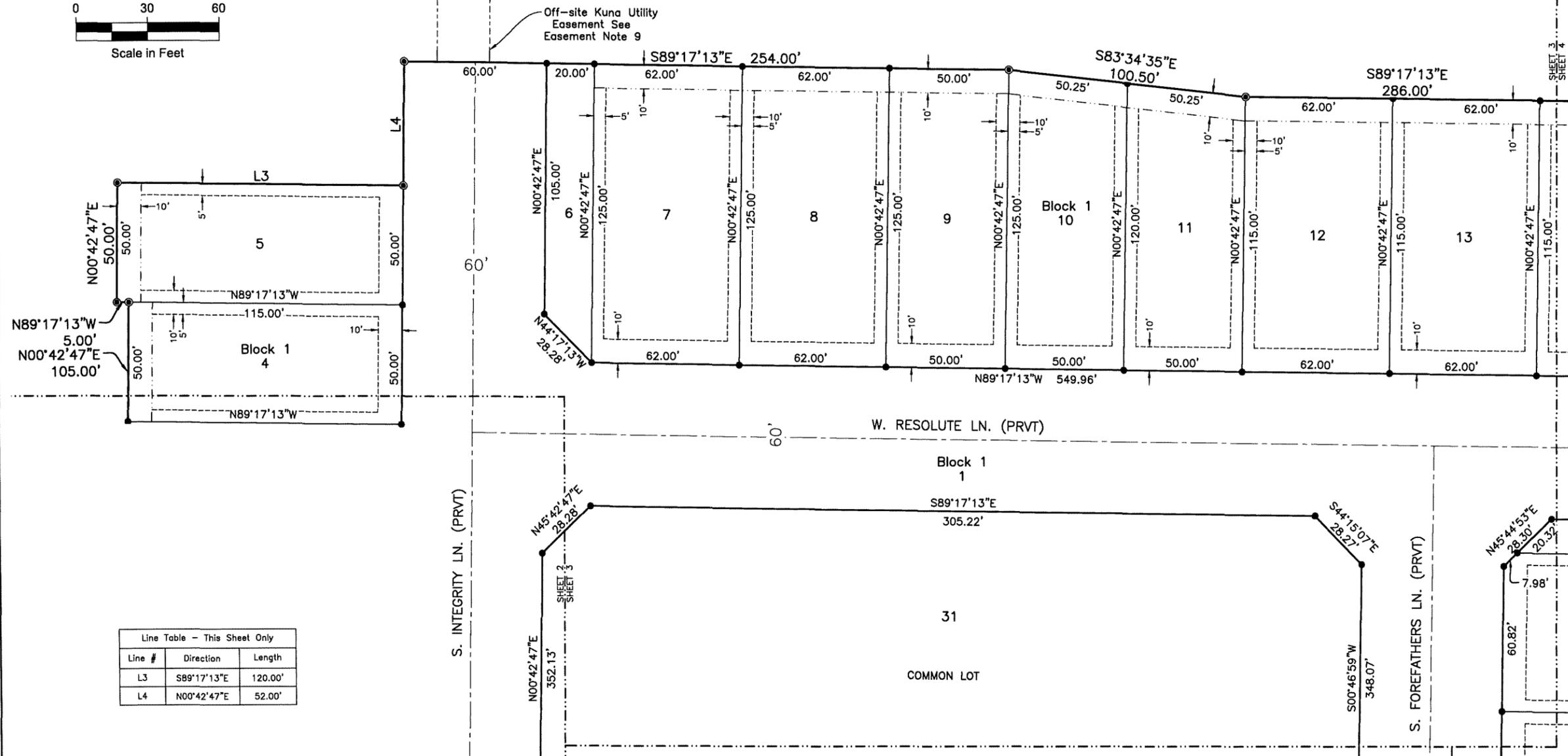
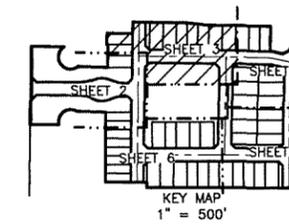
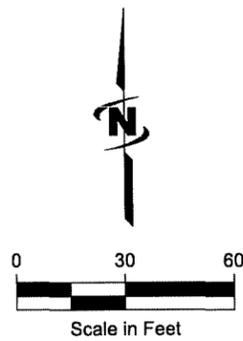
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SEE SHEET 1 FOR LEGEND
SEE SHEET 7 FOR NOTES, AND EASEMENT NOTES

PLAT SHOWING Falcon Crest Subdivision No. 1

PLAT BOOK _____ PAGE _____



Line Table - This Sheet Only

Line #	Direction	Length
L3	S89°17'13\"E	120.00'
L4	N00°42'47\"E	52.00'

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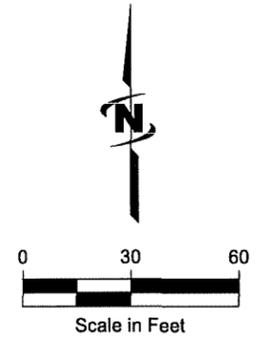
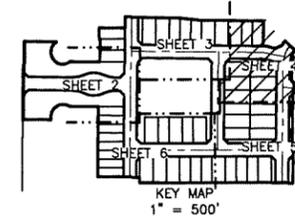
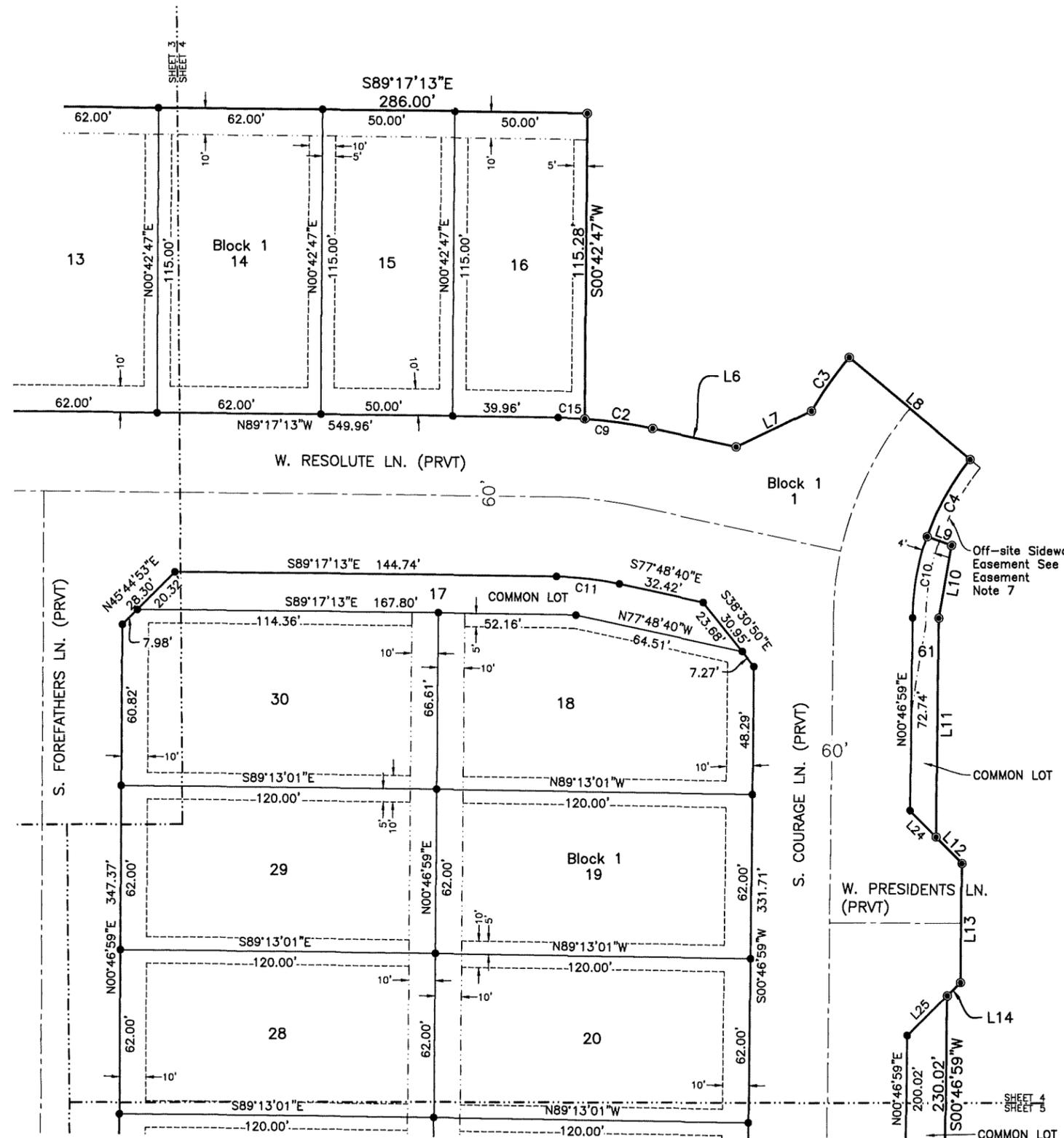


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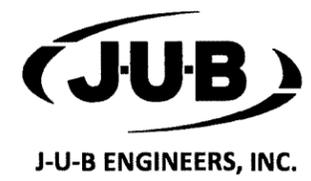


Line Table - This Sheet Only		
Line #	Direction	Length
L5	S77°48'40"E	32.42'
L6	N64°37'07"E	31.70'
L7	S50°05'28"E	60.00'
L8	S70°22'18"E	10.00'
L9	S10°12'21"W	27.83'
L10	S00°46'59"W	82.61'
L11	S44°35'22"E	14.05'
L12	S00°46'59"W	45.00'
L13	S45°24'38"W	7.12'
L24	S44°35'22"E	14.05'
L25	N45°24'38"E	21.35'

Curve Table - This Sheet Only					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C2	26.01'	180.00'	8°16'41"	S81°57'00"E	25.98'
C3	24.79'	155.00'	9°09'43"	N35°19'41"E	24.76'
C4	33.63'	95.00'	20°16'50"	S29°46'07"W	33.45'
C9	36.05'	180.00'	11°28'33"	N83°32'56"W	35.99'
C10	31.25'	95.00'	18°50'43"	S10°12'21"W	31.11'
C11	24.04'	120.00'	11°28'33"	N83°32'56"W	24.00'
C15	10.05'	180.00'	3°11'52"	N87°41'17"W	10.05'



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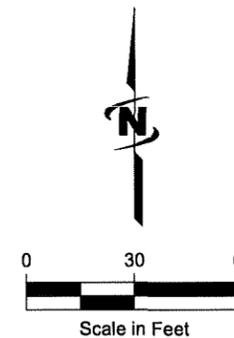
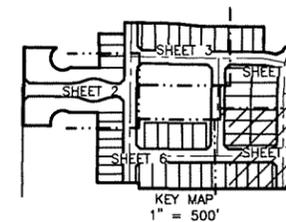
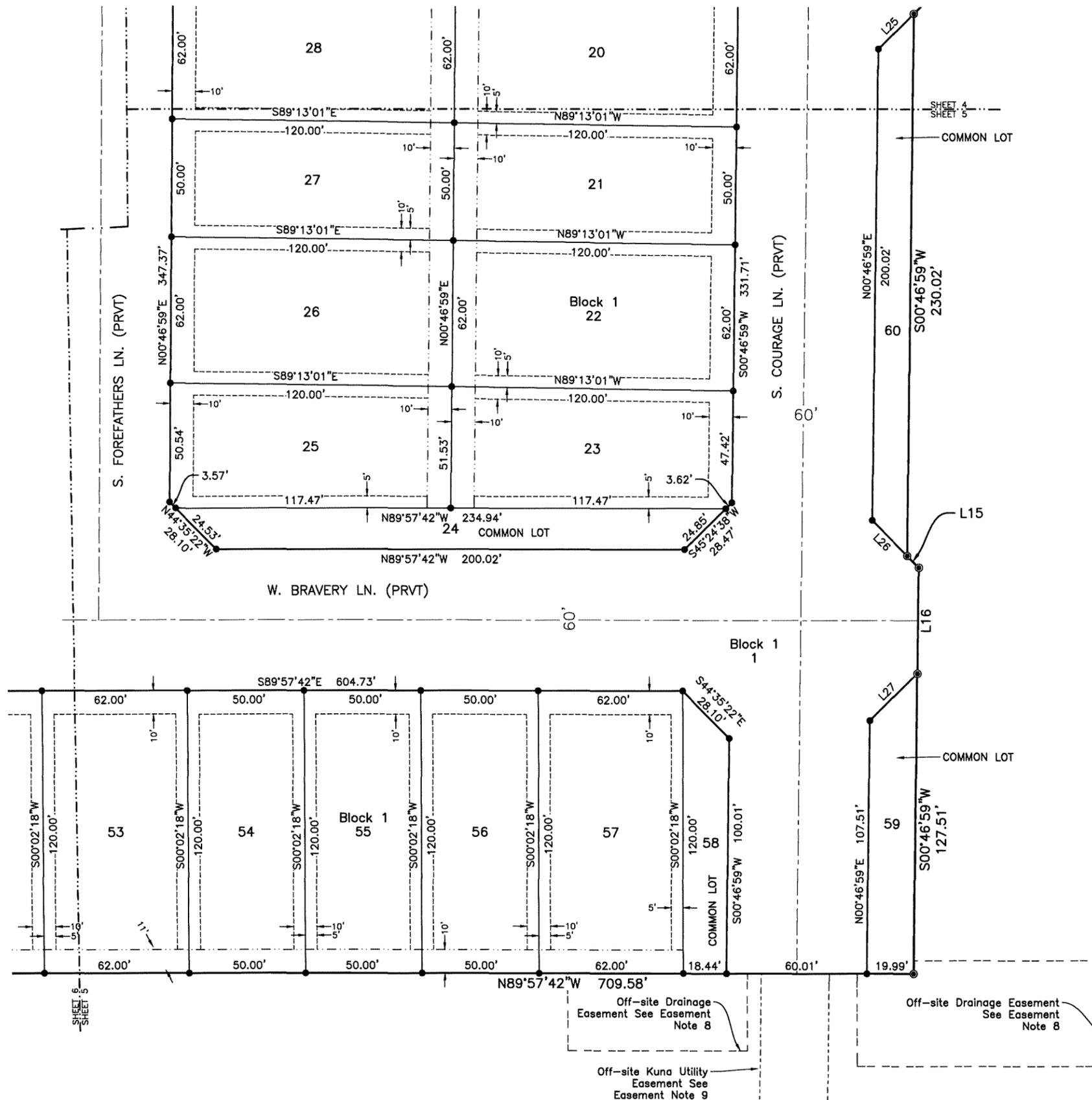


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PLAT SHOWING Falcon Crest Subdivision No. 1

PLAT BOOK _____ PAGE _____



Line Table - This Sheet Only

Line #	Direction	Length
L14	S44°35'22"E	7.02'
L15	S00°46'59"W	45.00'
L26	N44°35'22"W	21.08'
L27	N45°24'38"E	28.47'



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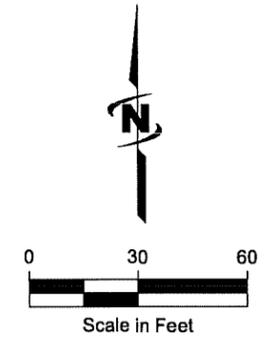
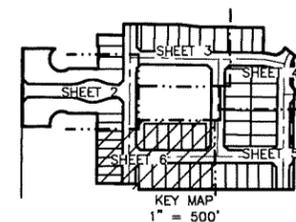
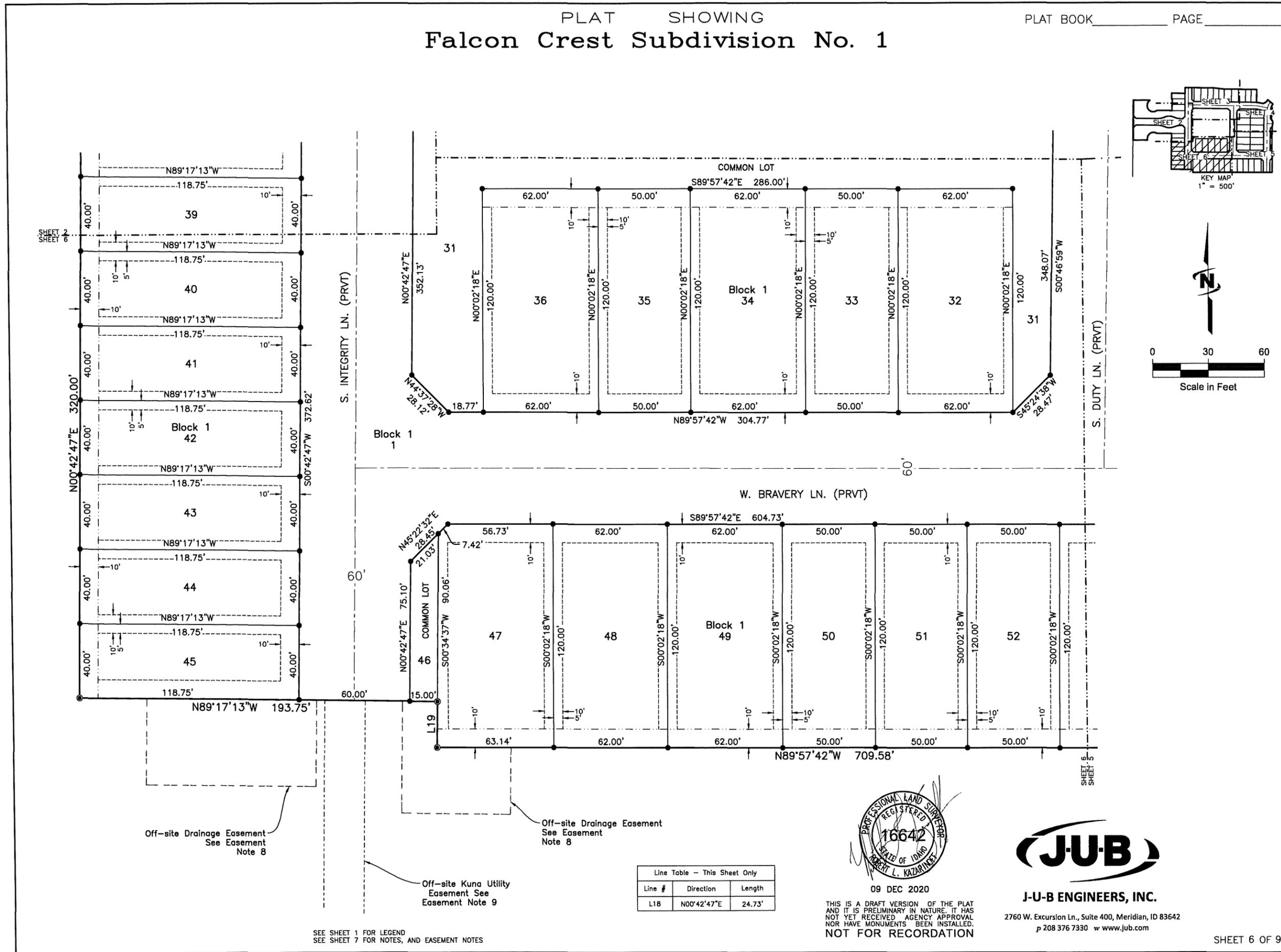
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PLAT SHOWING Falcon Crest Subdivision No. 1

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Off-site Drainage Easement
See Easement
Note 8

Off-site Drainage Easement
See Easement
Note 8

Off-site Kuna Utility
Easement See
Easement Note 9

Line Table - This Sheet Only

Line #	Direction	Length
L18	N00°42'47"E	24.73'



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PLAT SHOWING
Falcon Crest Subdivision No. 1

PLAT BOOK _____ PAGE _____

Notes

1. Any re-subdivision of this plat shall comply with the applicable zoning regulations in effect at the time of re-subdivision.
2. Lot 1 of Block 1 is designated as a private road; and Lots 2, 6, 17, 24, 31, 37, 46, 58, 59, 60 and 61 of Block 1 are common lots which shall be owned and maintained by the Falcon Crest Subdivision Homeowners Association, Inc. The ownership and maintenance commitment may not be dissolved without the express consent of the City of Kuna.
3. Building setbacks and dimensional standards in this subdivision shall be in compliance with the applicable zoning regulations of the City of Kuna and this approval.
4. Lots shall not be reduced in size without prior approval from the health authority.
5. No additional domestic water supplies shall be installed beyond the water system approved in the sanitary restriction release.
6. Reference is made to the public health letter on file with Ada County Recorder regarding additional restrictions.
7. This development recognizes Section 22-4503 of Idaho Code, Right to Farm Act, which states, "No agricultural operation, agricultural facility or expansion thereof shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after it has been in operation for more than one (1) year, when the operation, facility or expansion was not a nuisance at the time it began or was constructed. The provisions of this section shall not apply when a nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof."
8. Maintenance of any irrigation, drainage pipe, or ditch, crossing a lot, is the responsibility of the lot owner, unless such responsibility is assumed by an irrigation or drainage entity or district.
9. The Homeowners Association (HOA), its ownership, and maintenance commitments cannot be dissolved without the express written consent of the City of Kuna, Idaho. All improved individual lots are subject to the fractional share of the irrigation assessment for each HOA common lot(s) that receive(s) municipal irrigation. If the assessment is not paid by the HOA, the individual improved lots are subject to a lien for non-payment.
10. This Development is subject to ACHD License Agreement Instrument No. _____
11. This development is subject to that Declaration of Covenants, Conditions, and Restrictions For _____, Instrument No. _____ and any existing or future amendments, restatements, or supplements to said Declaration.
12. This subdivision is located within Zone X as shown on the FIRM panel 425 of 875, Ada County, Idaho and Incorporated Areas. A building permit shall not be issued for any lot that is located within the mapped floodplain until a Flood Plain Development Permit is obtained for the individual lot. Each lot within the mapped floodplain shall require an individual Flood Plain Development Permit.
13. Irrigation water shall be provided by Falcon Crest Subdivision Homeowners Association, Inc., in compliance with Idaho Code 31-3805(1)(b).
14. Any and all street lights that do not conform to the City of Kuna standard street light detail shall be owned and maintained in perpetuity by Falcon Crest Subdivision Homeowners Association, Inc.

Reference Documents

Subdivisions: Cloverdale Ridge Estates, Cloverdale Ridge Estates No. 3 & A Partial Re-Plat of Desert View Estates No. 1.

Surveys: ROSs 0222, 0441, 10338 & 11990.

Deeds: 100049802, 108003131 & 2015-115982

Easements: _____ & _____

Easement Notes

1. Lots 1, 2, 6, 17, 24, 31, 37, 46, 58, 59, 60 and 61 of Block 1 are designated as having a Utility Easement co-situate with said Lots (i.e. blanket easement).
2. Lot 1 of Block 1 is hereby designated as having an Access Easement co-situate with said lot (i.e. blanket easement).
3. All Utility Easements shown or designated hereon are non-exclusive, perpetual, shall run with the land, are appurtenant to the lots shown hereon, and are hereby reserved for the installation, maintenance, operation, and use of public and private utilities, sewer service, cable television/data; City of Kuna water, sewer & drainage; appurtenances thereto; and lot drainage.
4. The Irrigation Easements shown hereon are non-exclusive, perpetual, shall run with the land, and are hereby reserved for the installation, maintenance, operation, and use of the Falcon Crest Subdivision Homeowners Association, Inc.; and appurtenances thereto.
5. Sidewalk Easements as shown hereon are non-exclusive, perpetual, shall run with the land, are appurtenant to the lots shown hereon, and are hereby reserved for ingress and egress; the installation, maintenance, operation, and use of sidewalks; and appurtenances thereto.
6. The Private Road Easement designated hereon is non-exclusive, perpetual, shall run with the land, is appurtenant to the lots shown hereon, and is hereby reserved for the ingress and egress of emergency vehicles; the installation, maintenance, operation, and use of roadways, sidewalks, driveways, and landscaping; and appurtenances thereto.
7. See Instrument Number _____ for Existing Off-site Sidewalk Easement.
8. See Instrument Number _____ for Existing Temporary Off-site Storm Water Drainage Easements.
9. See Instrument Number _____ for Existing Off-site Kuna Utility Easements.
10. No Utility or City of Kuna Easement shown or designated hereon shall preclude the construction and maintenance of hard-surfaced driveways, landscaping, parking, side & rear property line fences, or other such nonpermanent improvements.
11. All easements are parallel (or concentric) to the lines (or arcs) that they are dimensioned from unless otherwise noted.



09 DEC 2020

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NOT FOR RECORDATION



J-U-B ENGINEERS, INC.

2760 W. Excursion Ln., Suite 400, Meridian, ID 83642
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PLAT SHOWING
Falcon Crest Subdivision No. 1

PLAT BOOK _____ PAGE _____

Certificate of Owners

Know all people by these presents: that Falcon Crest, LLC, an Idaho limited liability company, does hereby certify that it is the owner of that real property to be known as Falcon Crest Subdivision No. 1, and that it intends to include said real property, as described below, in this plat:

That portion of the Southwest Quarter of Section 22, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County, Idaho, particularly described as follows:

COMMENCING at the southwest corner of said Section 22, from which the south quarter-corner of said Section 22 bears South 89°57'42" East, 2,660.56 feet; Thence along the south line of said Section 22, South 89°57'42" East, 48.00 feet; Thence departing from said south line and along the easterly right-of-way line of South Cloverdale Road as described in that Warranty Deed to the Ada County Highway District recorded under Instrument No. 108003131, Ada County Records, North 00°42'47" East, 1,829.39 feet to the POINT OF BEGINNING;

Thence continuing N 00°42'47" E, 356.98 feet along said easterly right-of-way line;
 Thence S 89°17'33" E, 150.39 feet departing from said right-of-way to the beginning of a non-tangent curve;
 Thence along said non-tangent curve to the left an arc length of 182.17 feet, having a radius of 55.50 feet, a central angle of 188°04'05", a chord bearing of S 34°57'22" E and a chord length of 110.72 feet;
 Thence S 89°17'13" E, 135.05 feet;
 Thence N 00°42'47" E, 105.00 feet;
 Thence N 89°17'13" W, 5.00 feet;
 Thence N 00°42'47" E, 50.00 feet;
 Thence S 89°17'13" E, 120.00 feet;
 Thence N 00°42'47" E, 52.00 feet;
 Thence S 89°17'33" E, 254.00 feet;
 Thence S 83°34'35" E, 100.50 feet;
 Thence S 89°17'33" E, 286.00 feet;
 Thence S 00°42'47" W, 115.28 feet to the beginning of a non-tangent curve;
 Thence along said non-tangent curve to the right an arc length of 26.01 feet, having a radius of 180.00 feet, a central angle of 08°16'41", a chord bearing of S 81°57'00" E and a chord length of 25.98 feet;
 Thence S 77°48'40" E, 32.42 feet;
 Thence N 64°37'07" E, 31.70 feet to the beginning of a non-tangent curve;
 Thence along said non-tangent curve to the right an arc length of 24.79 feet, having a radius of 155.00 feet, a central angle of 09°09'43", a chord bearing of N 35°19'41" E and a chord length of 24.76 feet;
 Thence S 50°05'28" E, 60.00 feet to the beginning of a non-tangent curve;
 Thence along said non-tangent curve to the left an arc length of 33.63 feet, having a radius of 95.00 feet, a central angle of 20°16'50", a chord bearing of S 29°46'07" W and a chord length of 33.45 feet;
 Thence S 70°22'18" E, 10.00 feet;
 Thence S 10°12'21" W, 27.83 feet;
 Thence S 00°46'59" W, 82.61 feet;
 Thence S 44°35'22" E, 14.05 feet;
 Thence S 00°46'59" W, 45.00 feet;
 Thence S 45°24'38" W, 7.12 feet;
 Thence S 00°46'59" W, 230.02 feet;
 Thence S 44°35'22" E, 7.02 feet;
 Thence S 00°46'59" W, 172.51 feet;
 Thence N 89°57'42" W, 709.58 feet;
 Thence N 00°42'47" E, 24.73 feet;
 Thence N 89°17'13" W, 193.75 feet;
 Thence N 00°42'47" E, 320.00 feet;
 Thence N 89°17'13" W, 132.35 feet to the beginning of a non-tangent curve;
 Thence along said non-tangent curve to the left an arc length of 132.23 feet, having a radius of 55.50 feet, a central angle of 136°30'44", a chord bearing of S 53°52'59" W and a chord length of 103.10 feet;
 Thence N 89°17'13" W, 131.37 feet to the POINT OF BEGINNING

The above-described parcel of land contains 16.90 acres, more or less.

The public streets shown on this plat are hereby dedicated to the public. The private roads shown on this plat are not dedicated to the public. The easements shown on this plat are not dedicated to the public, however the right to use said easements is hereby reserved for the uses specifically depicted on the plat, and for any other purposes designated hereon, and no permanent structures, other than for such uses and purposes, are to be erected within the lines of said easements. All of the lots within this subdivision are eligible to receive water service from the City of Kuna, and the City of Kuna has agreed in writing to serve all lots within the subdivision.

In witness whereof, I have hereunto set my hands:

 Falcon Crest, LLC
 Terry Cook, Manager

Acknowledgment

State of Idaho }
 County of Ada } ss.

On this _____ day of _____, in the year 20____, before me, a Notary Public in and for the State of _____, personally appeared Terry Cook, known or identified to me to be the Manager of Falcon Crest, LLC, that executed the within instrument and acknowledged to me that Falcon Crest, LLC executed the same.

 Notary public for Idaho
 My commission expires _____

Certificate of Surveyor

I, Robert L. Kazarinoff, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this plat of Falcon Crest Subdivision No. 1, as described in the Certificate of Owners and as shown on the attached plat is correct and was surveyed in accordance with Idaho Code relating to plats and surveys.

Robert L. Kazarinoff, PLS 16642



09 DEC 2020



J-U-B ENGINEERS, INC.

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NOT FOR RECORDATION

PLAT SHOWING
Falcon Crest Subdivision No. 1

PLAT BOOK _____ PAGE _____

Approval of Central District Health

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied according to the letter to be read on file with the County Recorder or his agent listing the conditions of approval. Sanitary restrictions may be re-imposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

Central District Health

Date

Approval of Ada County Highway District

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the _____ day of _____, 20____.

Commission President
Ada County Highway District

Approval of City Engineer

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

City Engineer P.E. No. _____

Approval of City Council

The foregoing plat was accepted and approved this _____ day of _____, _____, by the City of Kuna, Idaho.

City Clerk

Certificate of County Surveyor

I, the undersigned, Professional Land Surveyor in and for Ada County, Idaho, do hereby certify that I have checked this plat and find that it complies with the State of Idaho Code relating to plats and surveys.

Ada County Surveyor

Date

Certificate of County Treasurer

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

Ada County Treasurer

Date

County Recorder's Certificate

State of Idaho }
County of Ada } ss. Instrument No. _____

I hereby certify that this instrument was filed at the request of JUB Engineers, Inc. at

_____ minutes past _____ o'clock _____ M.,

this _____ day of _____, _____, in my office, and was recorded in

Book _____ of Plats at Pages _____ through _____.

Fee: _____

Deputy

Ex-Officio Recorder



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J-U-B ENGINEERS, INC.

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City of Kuna

Council Findings of Fact & Conclusions of Law

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

To: **City Council**

Case No's: **18-03-AN (Annexation)**
18-01-CPM (Comp Map Change)
18-04-ZC (rezone)
18-02-PUD (Planned Unit Develop)
18-04-S (Preliminary Plat) and
And (Development Agreement)

Location: Northeast Corner of Cloverdale and
Kuna Roads, Kuna, ID

Planner: Troy Behunin, Planner III

Hearing date: January 2, 2019
Tabled to: January 15, 2019
Findings/Fact: **February 5, 2019**

Owner: **M3 Companies - Mark Tate**
1087 W. River Street, Ste. 310
Boise, ID 83702
208.939.6263
MTate@m3companiesllc.com

Engineer: **J-U-B Engineers – Kristi Watkins**
250 S. Beechwood Ave. S. 201
Boise, ID 83709
208.323.9336
kwatkins@jub.com

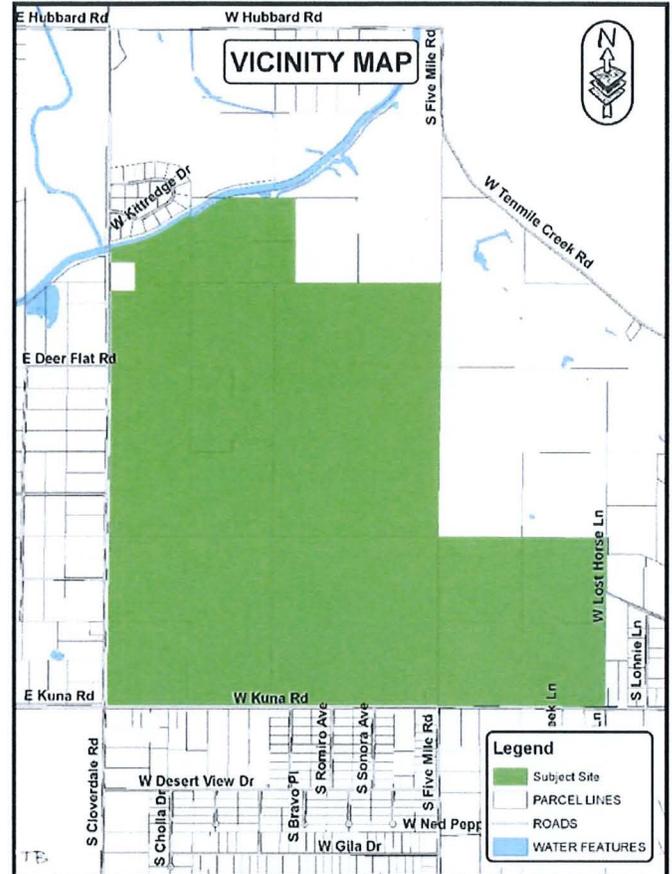


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| G. Applicable Standards | |

A. Process and Noticing:

1. Kuna City Code 1-14-3 (KCC), Title 1, Chapter 14, Section 3, states that Annexation, Comprehensive Plan Map Changes, P.U.D.'s, Rezones and Preliminary Plats are designated as public hearings, with the Commission as the recommending body, and City Council as the decision making body. These land use applications were given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65 Local Planning Act.

a. Notifications

- | | |
|----------------------------|--|
| i. Neighborhood Meeting | May 9, 2018 (fifty four (54) persons attended) |
| ii. Agency Comment Request | July 13, 2018 |
| iii. 450' Property Owners | December 21, 2018 (plus Emails) |
| iv. Kuna, Melba Newspaper | December 12, 2018 and December 19, 2018 |
| v. Site Posted | December 22, 2018 |

B. Applicants Request:

1. Request:

Applicant, J-U-B Engineers, on behalf of Mark Tate, with M3 Companies (Owner), requests approval to Annex approximately 990 acres into Kuna City limits, Change the Comprehensive Plan Map (CPM) from Agriculture to Mixed-Use for approximately 163 acres, for a Planned Unit Development (PUD) for approx. 1,028 acres (net), to rezone approx. 20 acres and subdivide approx. 132 acres into 409 residential lots, 51 common lots, four common driveway lots, two well lots and private roads. This site is located at the NEC of Cloverdale and Kuna Roads, Kuna, Idaho. Please see the application for a list of parcel numbers affected by this application.

C. Aerial Map:



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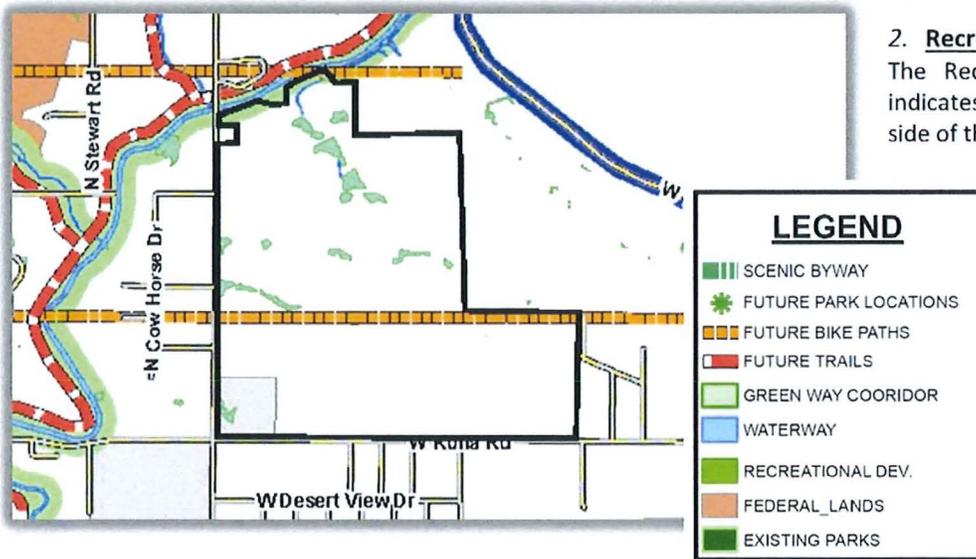
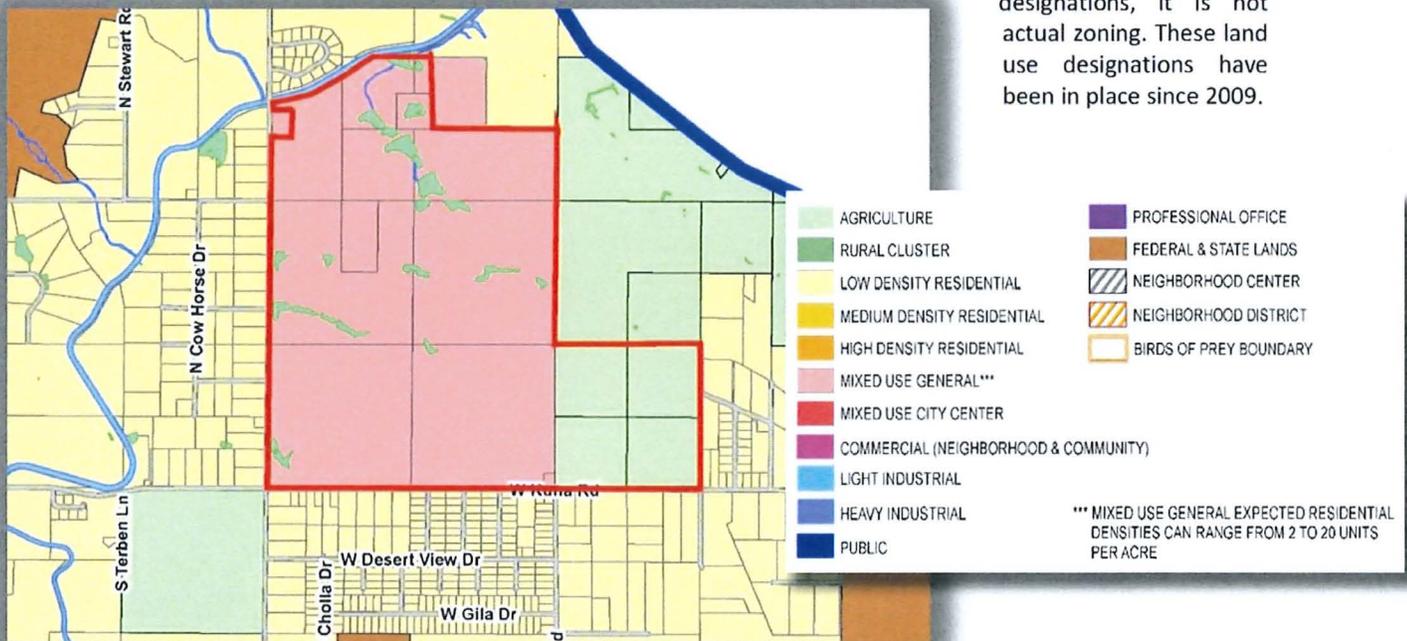
D. Site History:

These lands historically have been used for golf course and agricultural purposes for many years. Approximately 40 acres on the northeast corner of Cloverdale and Kuna Roads were annexed into Kuna, on November 4, 2015, (Case No. 15-01-AN), providing the pathway for annexation for the rest of the golf course as previously planned for future development.

E. General Projects Facts:

1. **Comprehensive Plan Map:** The Comp Plan Map designation for this site is Mixed-Use for most of the site (approximately 865 acres). The remaining 160 acres on the east side are designated as agriculture. The Future Land Use Map (Comprehensive Plan Map) is intended to serve as a guide for the decision making body. This

map indicates land use designations, it is not actual zoning. These land use designations have been in place since 2009.



2. **Recreation and Pathways Map:**

The Rec. & Path Master Plan Map indicates a future trail along the north side of the New York Canal, which is off-site. With this application, staff recommends that the applicant incorporate green and open spaces throughout the project.

3. **Surrounding Land Uses:**

North	R-1, RR	1 acre Residential & Rural Residential - Ada County
South	Ag, RR	Agriculture – Kuna City and Rural Residential – Ada County
East	RR	Rural Residential – Ada County
West	RR	Rural Residential – Ada County

4. **Lot Sizes, Current Zoning, Parcel No's, and L & B No's:**

Lot Size (Approximately)	Current Zone:	Parcel Number(s)
5 acres	RR - Rural Residential	S1415424915
10 acres	RR - Rural Residential	S1415315300
32.97 acres	RR - Rural Residential	S1415314810
56.46 acres	RR - Rural Residential	S1415336000
40 acres	RR - Rural Residential	S1415341100
80 acres	RR - Rural Residential	S1415430000
160 acres	RR - Rural Residential	S1422110050
138.16 acres	RR - Rural Residential	S1422212400
20 acres	RR - Rural Residential	S1422212000
40 acres	RR - Rural Residential	S1423314800
40 acres	RR - Rural Residential	S1423325400
40 acres	RR - Rural Residential	S1423346600
40 acres	RR - Rural Residential	S1423336000
1.31 acres	RR - Rural Residential	S1422449820
158.65 acres	RR - Rural Residential	S1422417300
119.90 acres	RR - Rural Residential	S1422314810
1.13 acres	RR - Rural Residential	R3297260265
39.01 acres	Agriculture - Kuna City	S1422336000

5. **Services (at time of development):**

Sanitary Sewer– City of Kuna
 Potable Water – City of Kuna
 Pressurized Irrigation – Developer Built and Owned/Maintained
 Fire Protection – Kuna Rural Fire District
 Police Protection – Ada County Sheriff's office; Kuna Police
 Sanitation Services – J & M Sanitation

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

The site has multiple structures that typically are associated with a golf course and maintenance facilities and vegetation that is generally associated with a golf course and other Agricultural uses.

7. **Transportation / Connectivity:**

The site has significant Cloverdale and Kuna Road frontages. The applicant proposes one point of ingress/egress on Cloverdale Road for phase one, approximately 2,000 feet north of Kuna Road to line up with Reining Horse Drive. It is anticipated that the commercial projects proposed for the NEC of Cloverdale and Kuna Road will also seek entrances with future preliminary plat applications. All points of access must follow City & ACHD standards.

8. **Environmental Issues:**

Staff is not aware of any environmental issues, health or safety conflicts. Most of the sites' topography is generally flat with less than 3 percent slope. However, in the north part of the site, there are rolling hills and some grades greater than 3 percent, which provide for bluffs, and overlooks, these are areas within the existing golf course. This site is not within the Nitrate Priority Area (NPA), however, the project will be required to connect to Kuna City sanitary sewer, potable water and provide for a pressure irrigation water system to the project as a whole.

9. **Agency Responses:**

The following agencies returned comments and are included with this case file:

- City Engineer *Exhibit B 1*
- Ada County Highway District (ACHD) *Exhibit B 2*
- Ada County Highway District (ACHD Pre Plat) *Exhibit B 2 a*
- Boise Project Board of Control *Exhibit B 3*
- COMPASS *Exhibit B 4*
- Dept. of Environmental Quality (DEQ) *Exhibit B 5*
- ID Transportation Dept. (ITD) *Exhibit B 6*

F. **Staff Analysis:**

The subject site is at the northeast corner (NEC) of Cloverdale and Kuna Roads. The applicant requests a Comprehensive Plan Map (CPM) change from Agriculture to Mixed-Use for approximately 163 acres on the east side of the subject site. This request will match the current designation of the golf course parcels and will provide continuity for the entire project as a multi-phased, Planned Unit Development (PUD), consisting of approximately 1,028 acres.

The applicant requests annexation into Kuna City limits applying the Category "A" process. The lands in this application touch City limits in the southwest corner of the site and are therefore eligible for annexation, due to a previous annexation approval (15-01-AN). Applicant has submitted an application for annexation of the remaining 990 acres (approximately) and is seeking for two different zones for these proposed annexing parcels. The applicant is seeking the following jurisdiction and zone changes if the annexation is approved:

- Approximately 807 acres are proposed to be annexed with a zone change from Rural Residential (RR) TO R-6 Medium Density Residential (MDR),
- Approximately 184 acres from RR, TO R-12, High Density Residential (HDR).

The applicant seeks to rezone approximately 20.89 acres of the 39 acres already annexed into Kuna and zoned Agriculture, TO C-2 (Area Commercial District), and the remaining 19.60 acres to be zoned R-6 Medium Density Residential (MDR). While the Commercial lot is included in the Preliminary plat, development of the commercial corner will take place separately in the future; a time line for the commercial development is unknown at this time.

Applying the PUD process, the applicant proposes a mix of various uses throughout the project to include; commercial, recreational activities, medium and high density residential uses, to include single family lots, active adult communities, age targeted living, a community center, updated club house (with full food and beverage service and dinner and event space), several private parks, a City park, a considerable open space and pathway network (*13.41 acres in the first preliminary plat alone, or 10.2% of that area*), and the golf courses. The applicant proposes a master-planned active resort-style community for all ages. The applicant is proposing private streets for certain areas that will be built to Kuna and ACHD standards (curb, gutters & sidewalks) and meet Kuna Fire Department requirements. All private roads will be built and maintained by the Home Owners Association (HOA), and anticipates providing a golf cart community (in part), which, when combined with a large network of biking and walking pathways, will help reduce vehicle trips for basic needs, recreation and even food services. Using the PUD process and exceeding the required 10% usable open space, the applicant is eligible to request relief from certain development standards to accommodate mixed-uses and design criteria to create a unique and different development not seen in Kuna before. The applicant has provided a list of standards and requirements they seek relief from and those requested changes are listed in the exhibits of the Development Agreement included for Council's review. The requested changes are presented side-by-side to show current code, compared with the *requested* changes.

Staff notes that proposed phase one requests four shared driveways, provides for two potable well sites (PP note #3) and just two cul-de-sacs. This plat is planned to be an age restricted community and as long as the

CC&R's provide for permanent maintenance, care and responsibility of the shared driveways, staff supports their use for this preliminary plat. Staff also notes that just one permanent entrance off Cloverdale is shown for phase one. The Kuna Rural Fire District (KRFD) has requirements for providing a secondary emergency access (either temporary or permanent) as does the City. Applicant has proposed a temporary secondary access within Block 1, near lot 347. Staff will support a secondary access that is approved by the KRFD. Staff also notes that the applicant is proposing swales with no curb/gutter along Cloverdale, or Kuna Roads. This is contrary to KCC. Along arterial roads, KCC calls for full roadway improvements, including curb/gutter, road widening, and sidewalks at eight feet (either separated or attached). Staff recommends that the applicant be conditioned to demonstrate shared driveway responsibility as explained, secondary emergency access as explained and to follow City standards for full arterial roadway improvements as explained. Otherwise, the proposed preliminary plat appears to be in substantial compliance with KCC.

Staff has determined this application generally complies, or as conditioned, will follow Idaho Statutes §50-222 (Annex) and §65-67 (LLUPA-Subs); Title 5 and title 6 of the Kuna City Code; and the Kuna Comprehensive Plan; and forwards a recommendation of approval for Case No's stated above, subject to the recommended conditions of approval listed within this report and in Section 'N' of this report.

G. Applicable Standards:

1. City of Kuna Zoning Ordinance Title 5,
2. City of Kuna Subdivision Ordinance Title 6,
3. City of Kuna Comprehensive Plan and Map, adopted September 1, 2009,
4. Idaho Code, Title 67, Chapter 65- the Local Land Use Planning Act.

H. Procedural Background:

On January 2, and 15, 2019, the Council did consider the Falcon Crest project; Case No's: 18-03-AN, 18-01-CPM, 18-04-S, 18-02-PUD, 18-02-ZC, and proposed Development Agreement, including the applications, agency comments, staff's report, application exhibits and public testimony presented or given.

I. Factual Summary:

This approximately 1,028 acre project site, is adjacent to Kuna City limits and is located at the northeast corner (NEC) of Cloverdale and Kuna Roads and part is zoned Agriculture (Ag.) in the City and the remaining part as RR in the County. 40 acres of the approximate 1,028 acres (net) is in Kuna City and zoned Ag.. The site has varying historical uses, including a golf course, club house, cart barn, agriculture uses and other ancillary subordinate uses. Applicant proposes a Comprehensive Plan Map Change from Ag. to Mixed-Use for part of the site, annexation for approx. 988 acres, a rezone for approx. 40 acres from Ag. to R-6 and C-2 zones, a PUD, a Preliminary Plat for approx. 132 acres, to subdivide said property into 409 buildable lots and 51 common lots and four shared driveways (over common lots), and a subdivision design review for the landscaping of the common lots. This project is adjacent to Cloverdale Road and Kuna Road, both are principle arterial roads.

J. Comprehensive Plan Analysis:

The Kuna Council accepts the Comprehensive Plan components as described below:

The designations of Mixed-Use shown on the Planning Map (See Map above) for these lots were approved by Council. The proposed change from Agriculture to Mixed-Use is supported by way of the application and supporting materials and plans provided and staff views this request to be consistent with the following Comprehensive Plan components:

Community Vision Statement:

Residents hoped for the creation of business and light commercial use centers within neighborhoods. These centers would include restaurants, gas stations, churches, *multi-family* use facilities, and other mixed-use developments. (Page 21).

Housing:

Residents envisioned higher densities in the City's core to include opportunities for mixed residential and light commercial activity. They expressed interest in a mix of residential type dwellings applications; including single-family, multi-family, apartments and condominiums. They were receptive to a greater mix of lot sizes and house prices to appeal to a variety of people. A goal expressed by many was preservation of large lots and rural cluster development in appropriate balance with a complement of other types of residential development (Pg. 21).

Comment: *The proposed rezone follows the community vision and provides a way to achieve the housing goals as stated and adopted, by supplementing other existing large lot subdivisions nearby.*

Private Property Rights Goals and Objectives - Section 2 - Summary:

Ensure the City land use policies, restrictions, conditions and fees do not violate private property rights and ensure that land use actions, decisions, and regulations do not effectively eliminate all economic value of the subject property. Ensure that City land use actions, decisions, and regulations do not prevent a private property owner from taking advantage of a fundamental property right and 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.

Comment: *Utilizing the Idaho Attorney Generals criteria, and a review by the City Attorney, the proposed project does not constitute a "takings" and the economic value is intact.*

Economic Development Goals and Objectives - Section 5 - Summary:

Ensure an adequate supply of housing for all income levels and facilitate pedestrian connections, both visually and physically, to enhance pedestrian movement (Pg. 42 – 1.5 and Pg. 43 – 3.1).

Comment: *The proposed application complies with these elements of the comprehensive plan by providing an opportunity to supply varied housing types and provide pedestrian connections, thereby meeting this goal.*

Land Use Goals and Objectives - Section 6 - Summary:

Adopt a future land use plan and map that includes natural and developed open spaces, while providing a variety of housing densities and types to accommodate various lifestyles, ages and economic groups. Protect existing neighborhoods and ensure new development is sustainable and keeps Kuna desirable. Develop cohesive neighborhoods with character and quality while incorporating a variety of densities and styles (Pg. 64 – 3.1 & Goal 3 and Pg. 65 – 4.3).

Medium Density Residential:

This designation describes areas where residential development densities generally range from four to eight units per acre. These areas will be made up of single-family homes, but may include townhomes, row houses duplexes and other types of multi-family land uses. Areas featuring these densities are generally located within the City Center and around Neighborhood Centers (Page 88).

Comment: *The proposed rezone requests a C-2, R-6 and R-12 zone, for commercial and residential uses, conforming to the Comprehensive Plan and Planning Map approved by Council in August of 2015.*

Mixed-Uses:

The mixed use general land use designation pertains to a land parcel or combination of parcels that are planned and developed together. This comprehensive land use category may contain residential, commercial, office and technical uses, a variety of building types and densities, common open space variations, clustered development and recreational facilities (Page 105).

Comment: *The proposed application requests a PUD to include mixed-uses including C-2, R-6 and R-12 zones, for commercial and residential uses, conforming to the Comprehensive Plan and Planning Map approved by Council in August of 2015.*

Housing Goals and Objectives - Section 12 - Summary:

Encourage developers to provide high-quality development with a variety of lot sizes, dwelling types, densities and price points to meet the needs of current and future population while creating safe and aesthetically-pleasing neighborhoods. Ensure housing is available throughout the community for all income levels and those with special needs. *Encourage logical and orderly residential development while discouraging developers from developing land divisions greater than one half acre because large lot subdivisions increase municipal costs, require public subsidy and create sprawl (Pg. 155 – 1.2, Pg. 163 12.4 and Pg. 165 – 2.1).*

Encourage mixed-use development that includes town centers, single-family, *multi-family*, accessory units, and other types of residential development. – Policy 1.1.2, Section 12, Housing (Page 155).

Comment: *Applicant proposes a resort style community to include commercial uses, varied housing densities/types including medium and high density residential elements that will contribute to availability of varied types and home sizes in a logical and orderly manner (Master Planned Community) with an opportunity to provide a quality development.*

Community Design Goals and Objectives - Section 13 - Summary:

Strengthen Kuna's Image through good community and urban design principles that create self-sufficient neighborhoods. Foster good community design concepts that incorporate landscape features to serve as buffers between incompatible uses while reducing scale and creates a sense of place.

Comment: *Applicant proposes a master planned resort-style community that will include a considerable network of green spaces, trails, golf course, and other amenities that will include some public and some private facilities, this is a community designed to be an all-ages development.*

Neighborhoods:

Kuna's updated Plan is an advocate for the development of self-sufficient neighborhoods. These neighborhoods are intended to be connected by transit and other non-motorized methods of transportation. Each neighborhood will have a center, a core and an edge. (Pg. 179).

Comment: *With this development, the applicant will provide an extension of the sidewalk and roadway system which must comply with the Master Street Plan adopted by Kuna. Applicant has proposed extensive pathways and sidewalks for pedestrian and non-motorized transportation, daily services, and adding connecting stub streets. Applicant appears prepared to propose a variety of housing densities thereby complying with approved land use designation outlined within the Comp Plan and Planning Map.*

K. Kuna City Code Analysis:

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

Comment: *The proposed project meets the land use and area standards in Chapter 3, Title 5 of the Kuna City Code (KCC). Staff also finds that the proposed project meets all applicable requirements of Title 5 and Title 6 of the KCC.*

2. The site is physically suitable for the proposed new subdivision and site development.

Comment: *The 1,028 acre (approximate) project includes a request for subdividing a portion of the lands into 409 buildable lots and 51 common lots. The site appears to be compatible with the proposal.*

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

Comment: *The land to be annexed, rezoned and subdivided is not used as wildlife habitat. Future roads, dwelling units and open spaces must be designed and planned for construction according the City and ACHD requirements and best practices and will therefore not cause environmental damage or loss of habitat.*

4. The development proposal is not likely to cause adverse public health problems.

Comment: *The proposed subdivision of the property appears to follows Kuna City Codes. All development requires connection to public sewer and potable water systems, therefore eliminating the occurrence of adverse public health problems.*

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

Comment: *The Council did consider the location of the property and adjacent uses. The subject property (if approved for annexation) will be in Kuna City and will be required to connect to the Kuna City central sewer and potable water systems, and create their own Pressure Irrigation System. The current adjacent uses are large lots in the County, and agricultural in nature and the site is adjacent to two Principle arterial roads.*

6. Based on the evidence contained in Case No's 18-03-AN, 18-01-CPM, 18-02-ZC, 18-04-S, 18-02-PUD, and Development Agreement (DA), adequately comply with Kuna City Code.

7. Based on the evidence contained in Case No's 18-03-AN, 18-01-CPM, 18-02-ZC, 18-04-S, 18-02-PUD, and Development Agreement (D.A.), generally comply with Kuna's Zoning Code.

L. Commission's Recommendation to Council:

On November 27, 2018, the Commission voted to recommend approval for Case No's 18-03-AN, 18-01-CPM, 18-02-ZC, 18-04-S, 18-02-PUD, and D.A., based on the facts outlined in staff's memo, the Comp Plan, City Code, the record before the Council, the applicant's presentation, public testimony and discussion during the public hearing by the Commission of Kuna, Idaho, the Commission hereby recommends approval for Case No's 18-03-AN, 18-01-CPM, 18-02-ZC, 18-04-S, 18-02-PUD, and D.A., an Annexation, CPM, PUD, Rezone, Preliminary Plat and D.A. request by J-U-B- Engineers on behalf of M3 Companies, with the following conditions of approval:

- *Applicant shall follow conditions as outlined within the staff report,*
- *Applicant shall work with staff to refine and finalize the development agreement and include potable water, the default clause, and to submit a clean development agreement to the City Council,*
- *Applicant shall work with staff to include recommendations from ACHD's report to mitigate the traffic of the first preliminary plat,*
- *Applicant shall include the irrigation text from the City Engineer's letter, as appropriate,*
- *Applicant shall include curb, gutter and sidewalks on Cloverdale and Kuna Road if they're not included in the ACHD five-year work plan,*
- *Applicant shall work with staff and ACHD on the alignment of Five Mile Road.*

M. Order of Decision by the Council:

18-03-AN (Annexation), 18-01-CPM (Comp Plan Map), 18-02-ZC (Rezone), 18-04-S (Preliminary Plat), 18-02-PUD (PUD), and a D.A., Based on the facts outlined in staff's Memo, the Comp Plan, City Code, the record before the Council, the applicant's presentation, public testimony and discussion during the public hearing by the City Council of Kuna, Idaho, the Council hereby approves Case No's 18-03-AN, 18-01-CPM, 18-02-ZC, 18-04-S, 18-02-PUD, an Annexation, CPM, PUD, Rezone, Preliminary Plat and D.A. request by J-U-B- Engineers on behalf of M3 Companies, with the following conditions of approval at time of development:

- *Applicant shall follow the conditions as outlined in the staff memo as presented.*

1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
 - a. The City Engineer shall approve all sewer connections.
 - b. The City Engineer shall approve the drainage and grading plans. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties". No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
 - c. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District is required.
 - d. The *Boise-Kuna* Irrigation District shall approval any modifications to the existing irrigation system.
 - e. Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to *issuance* of any building permit(s).
2. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District and Idaho Transportation Department. No public street construction may commence without the approval and permit from Ada County Highway District and/or Idaho Transportation Department.
 - 2.1– At time of development and as necessary, dedicate right-of-way in sufficient amounts to follow City and ACHD standards and widths, *except as otherwise approved through the PUD process.*
3. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see **KCC 6-4-2-W**.
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. When required, submit a petition to the City (as necessary, 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 over to the Kuna Municipal Pressure Irrigation system of the City (KMID).
6. All street lighting within and for the site shall be LED lighting and must comply with Kuna City Code, *except as otherwise approved through the PUD process.*
7. Parking within the site shall comply with Kuna City Code, *unless approved otherwise through the PUD process.*
8. Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted). Perimeter fencing (and permit) is required prior to requesting final plat signatures from Kuna City Clerk and Engineer.
9. All signage within/for the project shall comply with Kuna City Code and go through Design Review for those approvals.
10. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
11. The land owner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.
12. The applicant's proposed landscape plan (dated 10.30.2018) shall be considered binding site plans, or as modified and approved through the proper process.
13. The applicant's proposed preliminary plat (dated 5.18.2018) shall be considered binding site plans, or as modified and approved through the public hearing process
14. Applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
15. Developer/owner/applicant shall comply with all local, state and federal laws.

16. As a condition of rezoning, the Developer/Owner/Applicant shall enter into and be bound by that certain Development Agreement with the City entitled " City of Kuna/ M3 Builders, LLC/ Falcon Crest, LLC Development Agreement" draft dated 12-21-2018 as approved by the City Council in this Order.



City of Kuna
City Council
Proposed Findings of Fact and Conclusions of Law

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

Based upon the record contained in Case No's 18-03-AN, 18-01-CPM, 18-02-ZC, 18-04-S, 18-02-PUD, and D.A, including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the public hearing, the Kuna Council hereby *approves* the Findings of Fact and Conclusions of Law, and conditions of approval for Case No's 18-03-AN, 18-01-CPM, 18-02-ZC, 18-04-S, 18-02-PUD, and DA, a request for annexation, Comp plan map change, rezone, preliminary plat, PUD, and D.A. by J-U-B Engineers, on behalf of M3 Companies, LLC:

1. *The Kuna City Council approves the facts as outlined in the staff report, the public testimony and the supporting evidence list presented.*

Comment: *The Kuna City Council held a public hearing on the subject applications on January 2, and 15, 2019, to hear from City staff, the applicant and to accept public testimony. The decision by the Council is based on the application, staff report and public testimony, both oral and written.*

2. *Based on the evidence contained in Case No's 18-03-AN, 18-01-CPM, 18-02-ZC, 18-04-S, 18-02-PUD, and D.A., this proposal generally complies with the Comprehensive Plan and City Code.*

Comment: *The Comp Plan has listed numerous goals for promoting and supporting a diverse and sustainable economy that will allow more Kuna residents to work in their community and encouraging a balance of land uses to ensure that Kuna remains desirable, stable and a self-sufficient community.*

3. *Based on the evidence contained in Case No's 18-03-AN, 18-01-CPM, 18-02-ZC, 18-04-S, 18-02-PUD, and D.A., this proposal generally complies with the City Code.*

Comment: *The applicant has submitted a complete application, and following staff review the application appears to be in general compliance with the design requirements, public improvement requirements, objectives and considerations listed in Kuna City Code Title 5 and Title 6.*

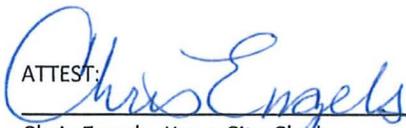
4. *Kuna's City Council has the authority to approve or deny Case No's 18-03-AN, 18-01-CPM, 18-02-ZC, 18-04-S, 18-02-PUD, and a DA.*

Comment: *On January 15, 2019, Council voted to approve Case No's 18-03-AN, 18-01-CPM, 18-02-ZC, 18-04-S, 18-02-PUD, and a DA.*

5. *The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.*

Comment: *Notices were mailed out to land owners within 450 FT of the proposed project site on December 21, 2018, and a legal notice was published in the Kuna Melba Newspaper on December 12, and 19, 2018. The applicant placed signs on the property on December 22, 2018.*

DATED: this 5th day of February, 2019.

ATTEST: 
 Chris Engels, Kuna City Clerk




Joe Stear, Mayor
 Kuna City



J·U·B ENGINEERS, INC.

May 13, 2021

City of Kuna
 Planning & Zoning Dept
 751 W 4th Street
 Kuna, ID 83634

RE: Falcon Crest Subdivision No. 1 | Statement of Conformance | Final Plat Submittal

The final plat submittal package is enclosed for the proposed Falcon Crest Subdivision No. 1 located at South Coverdale Road in Section 22, Township 2 North, Range 1 East, Boise Meridian, Ada County, Kuna, Idaho. This development consists of approximately 16.940 acres. The subdivision includes 49 buildable lots and 11 common lots. The final plat is in substantial conformance with the specific conditions of approval set forth in the Findings of Fact and Conclusions of Law dated February 5, 2019 as described below:

1) Approvals from the following Agencies:

- **City Engineer: Approved sewer, drainage, and grading plans signed 12/15/2020.**
- **Kuna Fire District: Fire flow requirements – Kuna Fire District will test fire flow prior to final plat signature.**
- **Boise Project Board of Control – No facilities in this phase.**
- **ACHD – See approved Construction Drawings – Signed on 12/14/2020**

2) All public rights-of way shall be dedicated and constructed to standards of the City, Ada County Highway District, and Idaho Transportation Department. No public street construction may commence without the approval and permit from Ada County Highway District and/or Idaho Transportation Department. 2.1– At time of development and as necessary, dedicate right-of-way in sufficient amounts to follow City and ACHD standards and widths, except as otherwise approved through the PUD process.

Understood.

3) Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see KCC 6-4-2-W.

Understood.

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.

Understood.



J·U·B ENGINEERS, INC.

5) *When required, submit a petition to the City (as necessary, 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 over to the Kuna Municipal Pressure Irrigation system of the City (KMID).*

Understood.

6) *All street lighting within and for the site shall be LED lighting and must comply with Kuna City Code, except as otherwise approved through the PUD process.*

Understood.

7) *Parking within the site shall comply with Kuna City Code, unless approved otherwise through the PUD process.*

Understood.

8) *Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted). Perimeter fencing (and permit) is required prior to requesting final plat signatures from Kuna City Clerk and Engineer.*

Understood.

9) *All signage within/for the project shall comply with Kuna City Code and go through Design Review for those approvals.*

Understood.

10) *All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.*

Understood.

11) *The landowner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.*

Understood.

12) *The applicant's proposed landscape plan (dated 10.30.2018) shall be considered binding site plans, or as modified and approved through the proper process.*

Understood.

13) *The applicant's proposed preliminary plat (dated 5.18.2018) shall be considered binding site plans, or as modified and approved through the public hearing process.*

Understood.



J-U-B ENGINEERS, INC.

14) *Applicant shall follow staff, City engineers and other agency recommended requirements as applicable.*

Understood.

15) *Developer/owner/applicant shall comply with all local, state, and federal laws.*

Understood.

16) *As a condition of rezoning, the Developer/Owner/Applicant shall enter into and be bound by that certain Development Agreement with the City entitled "City of Kuna/ M3 Builders, LLC/ Falcon Crest, LLC Development Agreement" draft dated 12-21-2018 as approved by the City Council in this Order.*

Understood.

Please feel free to contact me at 208.376.7330 if you have any questions.

Sincerely,

J-U-B Engineers, Inc.

A handwritten signature in black ink, appearing to read "Wendy Shrief". The signature is written in a cursive, flowing style.

**Wendy Shrief
Land Development**



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

FALCON CREST SUBDIVISION No. 1
LEGAL DESCRIPTION

That portion of the Southwest Quarter of Section 22, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County, Idaho, particularly described as follows:

COMMENCING at the southwest corner of said Section 22, from which the south quarter-corner of said Section 22 bears South 89°57'42" East, 2,660.56 feet; Thence along the south line of said Section 22, South 89°57'42" East, 48.00 feet; Thence departing from said south line and along the easterly right-of-way line of South Cloverdale Road as described in that Warranty Deed to the Ada County Highway District recorded under Instrument No. 108003131, Ada County Records, North 00°42'47" East, 1,829.39 feet to the **POINT OF BEGINNING**;

Thence continuing N 00°42'47" E, 356.98 feet along said easterly right-of-way line;

Thence S 89°17'33" E, 150.39 feet departing from said right-of-way to the beginning of a non-tangent curve;

Thence along said non-tangent curve to the left an arc length of 182.17 feet, having a radius of 55.50 feet, a central angle of 188°04'05", a chord bearing of S 34°57'22" E and a chord length of 110.72 feet;

Thence S 89°17'13" E, 135.05 feet;

Thence N 00°42'47" E, 105.00 feet;

Thence N 89°17'13" W, 5.00 feet;

Thence N 00°42'47" E, 50.00 feet;

Thence S 89°17'13" E, 120.00 feet;

Thence N 00°42'47" E, 52.00 feet;

Thence S 89°17'33" E, 254.00 feet;

Thence S 83°34'35" E, 100.50 feet;

Thence S 89°17'33" E, 286.00 feet;

Thence S 00°42'47" W, 115.28 feet to the beginning of a non-tangent curve;

Thence along said non-tangent curve to the right an arc length of 26.01 feet, having a radius of 180.00 feet, a central angle of 08°16'41", a chord bearing of S 81°57'00" E and a chord length of 25.98 feet;

Thence S 77°48'40" E, 32.42 feet;

Thence N 64°37'07" E, 31.70 feet to the beginning of a non-tangent curve;

Thence along said non-tangent curve to the right an arc length of 24.79 feet, having a radius of 155.00 feet, a central angle of 09°09'43", a chord bearing of N 35°19'41" E and a chord length of 24.76 feet;

Thence S 50°05'28" E, 60.00 feet to the beginning of a non-tangent curve;

Thence along said non-tangent curve to the left an arc length of 33.63 feet, having a radius of 95.00 feet, a central angle of 20°16'50", a chord bearing of S 29°46'07" W and a chord length of 33.45 feet;

Thence S 70°22'18" E, 10.00 feet;

Thence S 10°12'21" W, 27.83 feet;

FALCON CREST SUBDIVISION No. 1 / LEGAL DESCRIPTION

Page 1 of 2



J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

J-U-B ENGINEERS, INC.

Thence S 00°46'59" W, 82.61 feet;
 Thence S 44°35'22" E, 14.05 feet;
 Thence S 00°46'59" W, 45.00 feet;
 Thence S 45°24'38" W, 7.12 feet;
 Thence S 00°46'59" W, 230.02 feet;
 Thence S 44°35'22" E, 7.02 feet;
 Thence S 00°46'59" W, 172.51 feet;
 Thence N 89°57'42" W, 709.58 feet;
 Thence N 00°42'47" E, 24.73 feet;
 Thence N 89°17'13" W, 193.75 feet;
 Thence N 00°42'47" E, 320.00 feet;
 Thence N 89°17'13" W, 132.35 feet to the beginning of a non-tangent curve;
 Thence along said non-tangent curve to the left an arc length of 132.23 feet, having a radius of 55.50 feet, a central angle of 136°30'44", a chord bearing of S 53°52'59" W and a chord length of 103.10 feet;
 Thence N 89°17'13" W, 131.37 feet to the **POINT OF BEGINNING**.

The above-described parcel of land contains 16.90 acres, more or less.

END DESCRIPTION

This description was prepared by me or under my supervision. If any portion of this description is modified or removed without the written consent of Robert L. Kazarinoff, PLS, all professional liability associated with this document is hereby declared null and void.

Robert L. Kazarinoff, PLS 16642

Date



16 NOV 2020

ELECTRONICALLY RECORDED - DO NOT REMOVE THE COUNTY STAMPED FIRST PAGE AS IT IS NOW INCORPORATED AS PART OF THE ORIGINAL DOCUMENT.

ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=13 ANGIE STEELE
PIONEER TITLE COMPANY OF ADA COUNTY

2020-139228
10/16/2020 04:24 PM
\$15.00

After Recording
Return to:

The M3 Companies
7033 E. Greenway Parkway, Suite 100
Scottsdale, AZ 85254

737913/TU

FOR RECORDING INFORMATION

SPECIAL WARRANTY DEED

FOR VALUE RECEIVED, **Falcon Crest, LLC**, an Idaho limited liability company, the GRANTOR, does hereby grant, bargain, sell and convey unto **M3 ID Falcon Crest, LLC**, an Arizona limited liability company, the GRANTEE, whose address is 7033 E. Greenway Parkway, Suite 100, Scottsdale, Arizona 85254, the real property located in Ada County, State of Idaho, as more particularly described on Exhibit A and incorporated herein by reference, together with all rights, titles, and interests appurtenant thereto (collectively, the "**Property**").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to the matters described in Exhibit B hereto, to the extent the same are validly existing and applicable to the Property (collectively, the "**Permitted Exceptions**").

Reserving unto Grantor and its successors and assigns a right of ingress and egress access and utility service across all of the Property. At such time as a public right-of-way for ingress and egress access and utility service consistent with the development as contemplated in the Development Agreement with the City of Kuna applicable to the Property is dedicated on the Property and available for use by the adjoining property of Grantor, such right of access and utility service shall terminate as to the area encompassed by such public right-of-way. Alternatively, rights of access and utility service outside of such public right-of-way shall terminate upon recording of a permanent first priority easement providing for the same.

TO HAVE AND TO HOLD said Property, with its appurtenances unto Grantee, and Grantee's successors and assigns forever, and Grantor does hereby bind Grantor, Grantor's heirs, legal representatives and assigns to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by or through Grantor but not otherwise, subject to the Permitted Exceptions.

Dated this 16th day of October, 2020.

GRANTOR:

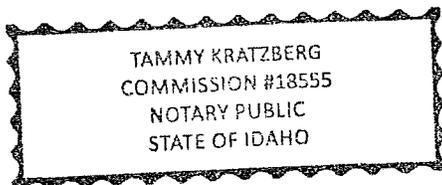
FALCON CREST, LLC,
an Idaho limited liability company

By: Terry Cook
Terry Cook, Manager

STATE OF IDAHO)
) ss.
County of Ada (4)

On this 16 day of October, 2020, before me, the undersigned, a Notary Public in and for said State, personally appeared Terry Cook, known or identified to me to be the Manager of Falcon Crest, LLC, the limited liability company that executed the within and foregoing instrument, or the person who executed the instrument on behalf of said limited liability company, and acknowledged to me that such limited liability company executed the same.

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



Tammy Kratzberg
Notary Public for Idaho
Residing at: Caldwell
My commission expires: 2/3/2022

**EXHIBIT A
LEGAL DESCRIPTION**



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE
LANSDON
GROUP



GATEWAY
MAPPING
INC.

**FALCON CREST DEVELOPMENT
PHASE 1A PARCEL
LEGAL DESCRIPTION**

That portion of the Southwest Quarter of Section 22, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County, Idaho, particularly described as follows:

COMMENCING at the southwest corner of said Section 22, from which the south quarter-corner of said Section 22 bears South 89°57'42" East, 2,660.56 feet; Thence along the south line of said Section 22, South 89°57'42" East, 48.00 feet; Thence departing from said south line and along the easterly right-of-way line of South Cloverdale Road as described in that Warranty Deed to the Ada County Highway District recorded under Instrument No. 108003131, Ada County Records, North 00°42'47" East, 1,829.39 feet to the POINT OF BEGINNING;

Thence continuing N 00°42'47" E, 356.98 feet along said easterly right-of-way line;
Thence S 89°17'33" E, 150.85 feet departing from said right-of-way to the beginning of a non-tangent curve;

Thence along said non-tangent curve to the left an arc length of 182.17 feet, having a radius of 55.50 feet, a central angle of 188°04'05", a chord bearing of S 34°57'21" E and a chord length of 110.72 feet;

Thence S 89°17'13" E, 129.58 feet;

Thence N 00°42'47" E, 162.00 feet;

Thence S 89°17'13" E, 120.00 feet;

Thence N 00°42'47" E, 40.00 feet;

Thence S 89°17'13" E, 640.00 feet;

Thence S 00°42'47" W, 120.28 feet to the beginning of a non-tangent curve;

Thence along said non-tangent curve to the right an arc length of 26.01 feet, having a radius of 180.00 feet, a central angle of 08°16'41", a chord bearing of S 81°57'00" E and a chord length of 25.98 feet;

Thence S 77°48'40" E, 32.42 feet;

Thence N 64°37'07" E, 31.70 feet to the beginning of a non-tangent curve;

Thence along said non-tangent curve to the right an arc length of 24.79 feet, having a radius of 155.00 feet, a central angle of 09°09'43", a chord bearing of N 35°19'41" E and a chord length of 24.76 feet;

Thence S 50°05'28" E, 60.00 feet to the beginning of a non-tangent curve;

Thence along said non-tangent curve to the left an arc length of 33.63 feet, having a radius of 95.00 feet, a central angle of 20°16'50", a chord bearing of S 29°46'07" W and a chord length of 33.45 feet;

Thence S 70°22'18" E, 10.00 feet;

Thence S 10°12'21" W, 27.83 feet;

Thence S 00°46'59" W, 82.61 feet;

Thence S 44°35'22" E, 14.05 feet;

Thence S 00°46'59" W, 45.00 feet;

FALCON CREST DEVELOPMENT / PHASE 1A PARCEL / LEGAL DESCRIPTION

Page 1 of 2

250 S. Beechwood Avenue, Suite 201, Boise, ID 83709 208-376-7330 www.jub.com

TLC



JUB COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

J-V-B ENGINEERS, INC.

Thence S 45°24'38" W, 7.12 feet;
 Thence S 00°46'59" W, 230.02 feet;
 Thence S 44°35'22" E, 7.02 feet;
 Thence S 00°46'59" W, 172.51 feet;
 Thence N 89°57'42" W, 709.58 feet;
 Thence N 00°42'47" E, 24.73 feet;
 Thence N 89°17'13" W, 193.75 feet;
 Thence N 00°42'47" E, 320.00 feet;
 Thence N 89°17'13" W, 132.35 feet to the beginning of a non-tangent curve;
 Thence along said non-tangent curve to the left an arc length of 132.23 feet, having a radius of 55.50 feet, a central angle of 136°30'44", a chord bearing of S 53°52'59" W and a chord length of 103.10 feet;
 Thence N 89°17'13" W, 131.37 feet to the POINT OF BEGINNING.

The above-described parcel of land contains 16.94 acres, more or less.

END DESCRIPTION

This description was prepared by me or under my supervision. If any portion of this description is modified or removed without the written consent of Robert L. Kazarinoff, PLS, all professional liability associated with this document is hereby declared null and void.

Robert L. Kazarinoff, PLS 16642

Date



10 JUL 2020

FALCON CREST DEVELOPMENT / PHASE 1A PARCEL / LEGAL DESCRIPTION

Page 2 of 2



JUB ENGINEERS, INC.

JUB COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

FALCON CREST DEVELOPMENT
PHASE 1B PARCEL
LEGAL DESCRIPTION

Those portions of the Northwest Quarter and the Southwest Quarter of Section 22, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County, Idaho, particularly described as follows:

COMMENCING at the southwest corner of said Section 22, from which the south quarter-corner of said Section 22 bears South 89°57'42" East, 2,660.56 feet; Thence along the south line of said Section 22, South 89°57'42" East, 48.00 feet; Thence departing from said south line and along the easterly right-of-way line of South Cloverdale Road as described in that Warranty Deed to the Ada County Highway District recorded under Instrument No. 108003131, Ada County Records, North 00°42'47" East, 2,186.37 feet; Thence departing from said easterly right-of-way line the following four (4) courses:

- 1) S 89°17'33" E, 150.85 feet to the beginning of a non-tangent curve;
- 2) Along said non-tangent curve to the left an arc length of 182.17 feet, having a radius of 55.50 feet, a central angle of 188°04'05", a chord bearing of S 34°57'21" E and a chord length of 110.72 feet;
- 3) S 89°17'13" E, 129.58 feet;
- 4) N 00°42'47" E, 162.00 feet to the POINT OF BEGINNING;

Thence N 00°42'47" E, 205.00 feet;

Thence S 89°17'13" E, 14.00 feet;

Thence N 00°42'47" E, 120.00 feet;

Thence S 89°17'13" E, 648.00 feet;

Thence N 00°42'47" E, 126.13 feet;

Thence N 47°49'10" W, 53.23 feet to the beginning of a non-tangent curve;

Thence along said non-tangent curve to the left an arc length of 11.59 feet, having a radius of 122.50 feet, a central angle of 05°25'18", a chord bearing of N 39°28'11" E and a chord length of 11.59 feet;

Thence N 53°14'28" W, 45.00 feet;

Thence N 36°45'32" E, 96.30 feet;

Thence N 16°14'22" W, 26.53 feet;

Thence N 25°46'45" E, 60.00 feet to the beginning of a non-tangent curve;

Thence along said non-tangent curve to the right an arc length of 45.50 feet, having a radius of 3,015.00 feet, a central angle of 00°51'53", a chord bearing of S 63°47'18" E and a chord length of 45.50 feet;

Thence N 26°38'38" E, 121.98 feet;

Thence S 61°19'10" E, 475.03 feet;

Thence N 28°40'50" E, 11.20 feet;

Thence N 63°26'06" E, 48.80 feet;

Thence N 79°22'49" E, 59.02 feet;

FALCON CREST DEVELOPMENT / PHASE 1B PARCEL / LEGAL DESCRIPTION

Page 1 of 2



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE
LANDOW
GROUP



GATEWAY
MAPPING
INC.

Thence N 90°00'00" E, 83.01 feet;
 Thence S 50°05'28" E, 91.35 feet;
 Thence S 03°11'47" E, 2.95 feet;
 Thence S 39°54'32" W, 439.02 feet;
 Thence S 03°11'47" E, 314.30 feet;
 Thence N 89°57'42" W, 286.00 feet;
 Thence following eleven (11) courses:

- 1) N 70°22'18" W, 10.00 feet to the beginning of a non-tangent curve;
- 2) Along said non-tangent curve to the right an arc length of 33.63 feet, having a radius of 95.00 feet, a central angle of 20°16'50", a chord bearing of N 29°46'07" E and a chord length of 33.45 feet;
- 3) N 50°05'28" W, 60.00 feet to the beginning of a non-tangent curve;
- 4) Along said non-tangent curve to the left an arc length of 24.79 feet, having a radius of 155.00 feet, a central angle of 09°09'43", a chord bearing of S 35°19'41" W and a chord length of 24.76 feet;
- 5) S 64°37'07" W, 31.70 feet;
- 6) N 77°48'40" W, 32.42 feet to the beginning of a curve;
- 7) Along said curve to the left an arc length of 26.01 feet, having a radius of 180.00 feet, a central angle of 08°16'41", a chord bearing of N 81°57'00" W and a chord length of 25.98 feet;
- 8) N 00°42'47" E, 120.28 feet;
- 9) N 89°17'13" W, 640.00 feet;
- 10) S 00°42'47" W, 40.00 feet;
- 11) N 89°17'13" W, 120.00 feet to the POINT OF BEGINNING.

The above-described parcel of land contains 14.63 acres, more or less.

END DESCRIPTION

This description was prepared by me or under my supervision.
 If any portion of this description is modified or removed without
 the written consent of Robert L. Kazarinoff, PLS, all professional
 liability associated with this document is hereby declared null and void.

Robert L. Kazarinoff, PLS 16642

Date



FALCON CREST DEVELOPMENT / PHASE 1B PARCEL / LEGAL DESCRIPTION

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J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE
LANDSON
GROUP



GATEWAY
MAPPING
INC.

FALCON CREST DEVELOPMENT
PHASE 2A PARCEL
LEGAL DESCRIPTION

Those portions of the Northwest Quarter and the Southwest Quarter of Section 22, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County, Idaho, particularly described as follows:

COMMENCING at the southwest corner of said Section 22, from which the south quarter-corner of said Section 22 bears South 89°57'42" East, 2,660.56 feet; Thence along the south line of said Section 22, South 89°57'42" East, 48.00 feet; Thence departing from said south line and along the easterly right-of-way line of South Cloverdale Road as described in that Warranty Deed to the Ada County Highway District recorded under Instrument No. 108003131, Ada County Records, North 00°42'47" East, 2,186.37 feet to the POINT OF BEGINNING;

Thence continuing N 00°42'47" E, 464.66 feet to the south line of said Northwest Quarter;
Thence continuing along said easterly right-of-way line, N 00°42'27" E, 451.44 feet;
Thence departing from said easterly right-of-way line, S 89°17'33" E, 102.22 feet;
Thence N 19°46'57" E, 158.63 feet;
Thence S 89°21'39" E, 319.53 feet;
Thence S 81°41'42" E, 86.24 feet;
Thence S 76°41'20" E, 101.65 feet;
Thence S 66°31'43" E, 456.58 feet;
Thence S 61°19'10" E, 31.14 feet;
Thence S 26°38'38" W, 121.98 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the left an arc length of 45.50 feet, having a radius of 3,015.00 feet, a central angle of 00°51'53", a chord bearing of N 63°47'18" W and a chord length of 45.50 feet;
Thence S 25°46'45" W, 60.00 feet;
Thence S 16°14'22" E, 26.53 feet;
Thence S 36°45'32" W, 96.30 feet;
Thence S 53°14'28" E, 45.00 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the right an arc length of 11.59 feet, having a radius of 122.50 feet, a central angle of 05°25'18", a chord bearing of S 39°28'11" W and a chord length of 11.59 feet;
Thence S 47°49'10" E, 53.23 feet;
Thence S 00°42'47" W, 126.13 feet;
Thence N 89°17'13" W, 648.00 feet;
Thence S 00°42'47" W, 120.00 feet;
Thence N 89°17'13" W, 14.00 feet;
Thence S 00°42'47" W, 55.00 feet;
Thence continuing S 00°42'47" W, 312.00 feet;
Thence N 89°17'13" W, 129.58 feet to the beginning of a non-tangent curve;

FALCON CREST DEVELOPMENT / PHASE 2A PARCEL / LEGAL DESCRIPTION

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J-U-B COMPANIES



THE LANDON GROUP



GATEWAY MAPPING INC.

Thence along said non-tangent curve to the right an arc length of 182.17 feet, having a radius of 55.50 feet, a central angle of 188°04'05", a chord bearing of N 34°57'21" W and a chord length of 110.72 feet;
Thence N 89°17'33" W, 150.85 feet to the POINT OF BEGINNING.

The above-described parcel of land contains 17.83 acres, more or less.

END DESCRIPTION

This description was prepared by me or under my supervision.
If any portion of this description is modified or removed without the written consent of Robert L. Kazarinoff, PLS, all professional liability associated with this document is hereby declared null and void.

Robert L. Kazarinoff, PLS 16642

Date



FALCON CREST DEVELOPMENT / PHASE 2A PARCEL / LEGAL DESCRIPTION

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JUB ENGINEERS, INC.

JUB COMPANIES

THE
LANGDON
GROUPGATEWAY
MAPPING
INC.

FALCON CREST DEVELOPMENT
PHASE 2B PARCEL
LEGAL DESCRIPTION

That portion of the Southwest Quarter of Section 22, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County, Idaho, particularly described as follows:

COMMENCING at the southwest corner of said Section 22, from which the south quarter-corner of said Section 22 bears South 89°57'42" East, 2,660.56 feet; Thence along the south line of said Section 22, South 89°57'42" East, 48.00 feet; Thence departing from said south line and along the easterly right-of-way line of South Cloverdale Road as described in that Warranty Deed to the Ada County Highway District recorded under Instrument No. 108003131, Ada County Records, North 00°42'47" East, 1,241.81 feet to the POINT OF BEGINNING;

Thence continuing N 00°42'47" E, 587.58 feet along said easterly right-of-way line;

Thence S 89°17'13" E, 131.37 feet departing from said right-of-way to the beginning of a non-tangent curve;

Thence along said non-tangent curve to the right an arc length of 132.23 feet, having a radius of 55.50 feet, a central angle of 136°30'44", a chord bearing of N 53°52'59" E and a chord length of 103.10 feet;

Thence S 89°17'13" E, 132.35 feet;

Thence S 00°42'47" W, 320.00 feet;

Thence S 89°17'13" E, 193.75 feet;

Thence S 00°42'47" W, 24.73 feet;

Thence S 89°57'42" E, 709.58 feet;

Thence S 00°46'59" W, 116.09 feet;

Thence S 09°50'09" E, 45.00 feet;

Thence S 77°46'59" W, 8.52 feet;

Thence S 39°51'56" W, 31.71 feet;

Thence S 00°46'59" W, 4.34 feet;

Thence N 89°13'00" W, 69.93 feet;

Thence N 89°57'41" W, 120.08 feet;

Thence S 00°46'59" W, 91.43 feet;

Thence N 89°13'01" W, 110.00 feet;

Thence S 00°46'59" W, 20.01 feet;

Thence N 89°57'42" W, 63.38 feet;

Thence continuing N 89°57'42" W, 634.96 feet;

Thence N 89°59'36" W, 80.42 feet;

Thence N 89°17'13" W, 150.46 feet to the POINT OF BEGINNING.

FALCON CREST DEVELOPMENT / PHASE 2B PARCEL / LEGAL DESCRIPTION

Page 1 of 2

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J·U·B ENGINEERS, INC.

J·U·B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

The above-described parcel of land contains 10.73 acres, more or less.

END DESCRIPTION

This description was prepared by me or under my supervision. If any portion of this description is modified or removed without the written consent of Robert L. Kazarinoff, PLS, all professional liability associated with this document is hereby declared null and void.

Robert L. Kazarinoff, PLS 16642

Date



10 JUL 2020

FALCON CREST DEVELOPMENT / PHASE 2B PARCEL / LEGAL DESCRIPTION

Page 2 of 2

EXHIBIT B
PERMITTED EXCEPTIONS

1. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.
2. Rights or claims of parties in possession not shown by the public records.
3. Encroachments, overlaps, boundary line disputes, and any other matters which would be disclosed by an accurate survey or inspection of the premises including, but not limited to, insufficient or impaired access or matters contradictory to any survey plat shown by the public records.
4. Easements, or claims of easements, not shown by the public records.
5. Any lien, or right to a lien, for services, labor, or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
6. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
7. Taxes or special assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records. Proceedings by a public agency which may result in taxes or assessments, or notices to such proceedings, whether or not shown by the records of such agency or by the public records.
8. General taxes for the year 2020, which are liens and are not yet due and payable.
Parcel No.: 04 R1422314810
Parcel No.: 239 S1422233600
9. Real property taxes which may be assessed, levied and extended on any subsequent and/or occupancy roll with respect to improvements completed during the year which escaped assessment on the regular assessment roll, which are not yet due and payable.
10. Liens, fees and charges for trash services as provided by Ada County Ordinance No. 467 amending Title 5, Chapter 2, Section 4, of Ada County Code.
Ada County Billing Service
Ph: (208) 287-6800
11. Sewer charges and special assessments, if any, for the City of Kuna.
Fax: (208) 922-5989
12. Levies and assessments of the following district and the rights, powers and easements thereof as provided by law.
District: Boise-Kuna Irrigation District
Ph: (208) 922-5608
13. Reservation and easements as reserved by and disclosed by United States Patent
Recorded: September 8, 1966
Instrument No.: 648004
14. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein

In Favor of: Idaho Power Company, a corporation
 Recorded: February 19, 1969
 Instrument No.: 710013

15. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
 In Favor of: The Board of Ada County Commissioners of Boise, Idaho
 Recorded: February 19, 1970
 Instrument No.: 735583

16. Terms and provisions contained in Contract and Easement to Construct a Concrete Ditch
 Recorded: July 23, 1970
 Instrument No.: 747177

Assignment of Contract of Easement
 Recorded: July 14, 1981
 Instrument No.: 8130956

Assignment of Contract of Easement
 Recorded: April 20, 1999
 Instrument No.: 99038484

17. Exceptions and reservations contained in the Deed from the State of Idaho, wherein mineral rights are reserved to the State. (47-701, Idaho Code 1947)
 Recorded: February 22, 1994
 Instrument No.: 94016323

18. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
 In Favor of: Idaho Power Company
 Recorded: April 28, 1994
 Instrument No.: 94039147

19. Exceptions and reservations contained in the Deed from the State of Idaho, wherein mineral rights are reserved to the State. (47-701, Idaho Code 1947)
 Recorded: February 22, 1994
 Instrument No.: 94016321

20. Reservations contained in an instrument
 Document: Grant Deed
 Dated: March 22, 1997
 Executed by: Cloverdale Ranch, an Idaho general partnership
 Recorded: April 2, 1997
 Instrument No.: 97025425

21. Exceptions and reservations contained in the Deed from the State of Idaho, wherein mineral rights are reserved to the State. (47-701, Idaho Code 1947)
 Recorded: January 12, 2004
 Instrument No.: 104003213

22. An easement affecting the portion of said premises and for the purposes stated herein, and incidental purposes, as disclosed in instrument or by action herein set forth.
 In Favor of: Ada County Highway District
 Disclosed: State of Idaho Deed
 Recorded: January 12, 2004
 Instrument No.: 104003213

23. An easement containing certain terms, conditions and provisions affecting a portion of said premises and for the purposes stated therein
In Favor of: Idaho Power Company, a corporation
Recorded: March 27, 2007
Instrument No.: 107043265
24. Matters disclosed by Record of Survey
Survey No.: 10338
Recorded: December 21, 2015
Instrument No.: 2015-115972
25. Ordinance No. 2016-03 by City of Kuna upon the terms and provisions set forth therein.
Recorded: February 8, 2016
Instrument No.: 2016-010616
26. Ordinance No. 2019-37 by City of Kuna upon the terms and provisions set forth therein.
Recorded: September 23, 2019
Instrument No.: 2019-090803

Re-Recorded: September 24, 2019
Instrument No.: 2019-091012
27. Ordinance No. 2019-36 by City of Kuna upon the terms and provisions set forth therein.
Recorded: September 23, 2019
Instrument No.: 2019-090804
28. Terms, conditions, and provisions of Development Agreement
Between: City of Kuna, M3 Builders, LLC and Falcon Crest, LLC
Recorded: November 7, 2019
Instrument No.: 2019-111089

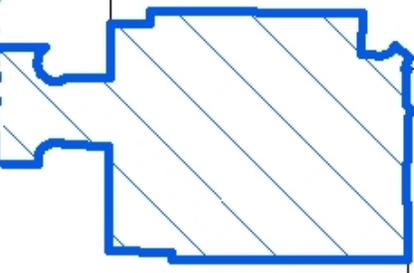
VICINITY MAP Falcon Crest No. 1



S Cloverdale Rd

E Kuna Rd

W Kuna Rd



Legend

-  Falcon Crest No 1
-  PARCEL LINES
-  ROADS
-  WATER FEATURES

DECLARANT, THE ASSOCIATION, VMC, AND THE CLUB PARTIES FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, DEMANDS, CAUSES OF ACTION, LOSSES, DAMAGES OR LIABILITIES (INCLUDING STRICT LIABILITY) BASED UPON, DUE TO, ARISING OUT OF, OR RELATING TO ANY NUISANCE, INCONVENIENCE, DISTURBANCE, INJURY, DEATH, DAMAGE, OR DIMINUTION OF VALUE, TO PERSONS AND PROPERTY ARISING OUT OF OR RELATING TO ACTIVITIES OR OCCURRENCES DESCRIBED IN THIS SECTION 4.04.

4.05 Easement for Unintended Club Encroachments. To the extent that any Improvements on the Club Property or any Improvements owned by the Club Owner, including but not limited to water features, waste areas, food and beverage facilities, club house facilities, maintenance facilities, driveways, irrigation facilities, utility facilities, underground pipelines and conduits, drainage structures, surface water runoff or any other structure or Improvement as originally constructed or operated encroaches upon any Lot, Common Area or Benefited Common Area, it shall be deemed that the Owner of such Lot, or the Association, as the case may be, has granted a perpetual, alienable and transferable easement to the Club Owner for the continuing maintenance and use of such encroaching Improvement, structure or impact (the "**Club Encroachment Easement**"). The Club Encroachment Easement shall further apply to any replacements or enhancements of such Improvements or structures if the same are constructed in substantial conformity with the original structure or Improvement.

4.06 Club Easement. By recordation of this Declaration, Declarant does hereby reserve for the Club Owner a perpetual, non-exclusive easement over, across and upon each and every Lot, Common Area, and Benefited Common Area, for the purpose of doing every act necessary and appropriate to the use and enjoyment of the Club Property by the Club Parties (the "**Club Easement**"), which shall include the noise level created by Club functions and parties, and the activities associated with the operation and maintenance of the Club and the Club Property. Such Club Easement shall specifically constitute a part of the Club Property.

(a) Without limiting the foregoing, the Club Easement rights include the following:

(i) The Club Owner shall have a perpetual, nonexclusive easement over, under and upon each and every Lot, Common Area and Benefited Common Area (but not through any structures thereon) for the purpose of installation, operation, service, repair, replacement, enhancement and maintenance of the Club Property, including the installation of recreational and other facilities on the Club Property and the use of usual and common equipment for maintenance thereof. By way of example and not limitation, such easement shall permit, but shall not require, entry into any Lot for the purpose of

planting grass, applying fertilizer, mowing and edging and removing any underbrush, trash, debris and trees from the Club Property.

(ii) The Club Owner shall have a perpetual, nonexclusive easement over, under and upon the Tract to provide for (a) installation, service, repair and maintenance of the equipment and lines required to provide utility services to the Club Property, including power, lights, telephone, cable television, telecommunications, gas, water, sewer, irrigation and drainage, and (b) governmental services, including police, fire, health, sanitation and other public service personnel, including reasonable rights of access for persons and equipment necessary for such purposes for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies.

(iii) The Club Owner shall have a perpetual, nonexclusive easement under and upon the Tract, including reasonable rights of access for persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair drainage facilities, culverts, swales, pumps, canals, electrical boxes, flowage pipes and irrigation pipes.

(iv) The Club Parties (regardless of whether such persons are Owners hereunder) shall at all times have a perpetual, nonexclusive, unrestricted easement for pedestrian, vehicular, golf cart, construction, service and maintenance vehicle traffic for access and use over, alongside and through all streets, roadways, paths, and entry and exit gates located within the Tract reasonably necessary to travel to and from each entrance and exit to the Tract, from, to and between the Club Property. Without limiting the generality of the foregoing, the Club Parties shall have the right to enter and exit the Tract through any entry and exit gates located within the Tract, to use the pedestrian and golf cart paths located throughout the Tract, and to park their vehicles on and alongside the streets and roadways located within the Tract, seven (7) days a week and fifty-two (52) weeks a year, including all holidays, at reasonable times before, during and after the operating hours of the Club and various functions and parties held at the Club Property (collectively referred to as the "**Club Access Times**"). The Association may not impose upon any Club Party a fee or other requirement to exercise a Club Party's rights under this subsection, except for such requirements as the Club Owner desires to impose upon the applicable Club Parties (e.g. identification) and unless as otherwise set forth in a Recorded instrument executed by the Club Owner.

(b) UNDER NO CIRCUMSTANCES SHALL DECLARANT, DECLARANT PARTIES, VMC DECLARANT, THE ASSOCIATION, VMC, THE CLUB PARTIES, OR ANY SUCCESSOR IN INTEREST TO ANY OF THEM, BE RESPONSIBLE OR LIABLE



Agency Notification

August 4, 2021

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

FILE NUMBER:	21-08-FP (Final Plat) Falcon Crest No. 1
PROJECT DESCRIPTION	Wendy Shrief of J-U-B Engineering, on behalf of her client M3 Companies, LLC, requests Final Plat Approval for the Falcon Crest No. 1 Subdivision. The project is approximately 16.94 acres with an R-6 (Medium Density Residential) zoning designation, and will consist of 49 single-family buildable lots and 11 common lots. The subject site is located near the northeast corner of Cloverdale and Kuna Roads intersection (APN: S1422325600); Section 22, Township 2 North, Range 1 West, BM.
SITE LOCATION	The site is located near the northeast corner of Cloverdale and Kuna Roads intersection
REPRESENTATIVE	Wendy Shrief J-U-B Engineering 2760 W Excursion Lane, Suite 400 Meridian, ID 83642 208.376.7330 wshrief@jub.com
SCHEDULED HEARING DATE	Tuesday, August 17, 2021 6:00 P.M.
STAFF CONTACT	Troy Behunin Planner III 208.387.7729 TBehunin@kunaid.gov
<p>We have enclosed information to assist you with your consideration and response. <i>No response within 15 business days will indicate you have no objection or comments for this project.</i> We would appreciate any information as to how this action would affect the service(s) your agency provides; please contact staff with questions. <i>If your agency needs different plans or paper copies to review or if your agency requires additional time for review, please notify our office ASAP.</i> If a contact update is required for your agency, please notify our office who future packets should be sent to & include their email.</p>	



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

Catherine Feistner, E.I.T.
 Assistant Kuna City Engineer

Brady Barroso
 Engineering Technician I

FINAL PLAT MEMORANDUM

To: Jace Hellman - Planning and Zoning Director
From: Brady Barroso - Engineering Technician I
 Catherine Feistner - Assistant City Engineer
Date: 19 August 2021
RE: Public Works Comments
 Falcon Crest Subdivision No. 1 – 21-08-FP (Final Plat)

The Falcon Crest Subdivision No. 1, 21-08-FP, Final Plat request dated 4 August 2021 has been reviewed. This review is based on land use as allowed or permitted in a "R-6" zone. This application encompasses 16.94 acres. This application contains a total of 49 single-family residential lots and 11 common lots.

Comments may be expanded or refined in connection with the future land-use actions.

1) Property Description

- a) The applicant provided a cover letter.
- b) The applicant provided a final plat.

2) General

- a) The applicant provided engineering certification on all construction drawings.
- b) The applicant is expected to provide engineering certification on all record drawings.
- c) Provide final plat showing all modifications stemming from construction.
- d) **The club easement and easement for unintended club encroachments is not permitted to affect or apply to blanket easements, public utility easements, or any type of easement affecting City and/or public utilities.**

3) Inspection & Fees

- a) The inspection fees for City inspection of the construction of public water, and sewer associated with this development have been paid.

4) Sanitary Sewer Connection

- a) This project is in agreement with the sewer master plans.
- b) This project has previously reserved capacity in the Orchard Lift Station.

5) Potable Water Connection

- a) This project is in agreement with the water master plans.

6) Pressurized Irrigation

- a) This project is in agreement with the PI master plan

7) Grading and Storm Drainage

- a) Grading and drainage plans have been provided as part of the construction drawings.
- b) Verification that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties will be made within the final inspection process.
- c) The final inspection shall verify that slopes are not steeper than 3:1 on lot interiors and not steeper than 4:1 on the exterior or lots.
- d) Runoff from public right-of-way is regulated by ACHD. Satisfaction of this requirement shall be verified before final project acceptance.

8) Final Plat

- a) **The club easement and easement for unintended club encroachments is not permitted to affect or apply to blanket easements, public utility easements, or any type of easement affecting City and/or public utilities.**
- b) Comments may result from the final construction review.
 - (1) The final plat appears complete.
 - (2) Upon project completion, the final plat must be compared with the record construction drawings. All lot line adjustments, easements and similar items must be recorded on the final plat such that an accurate and truthful document results.

9) As-Built Drawings

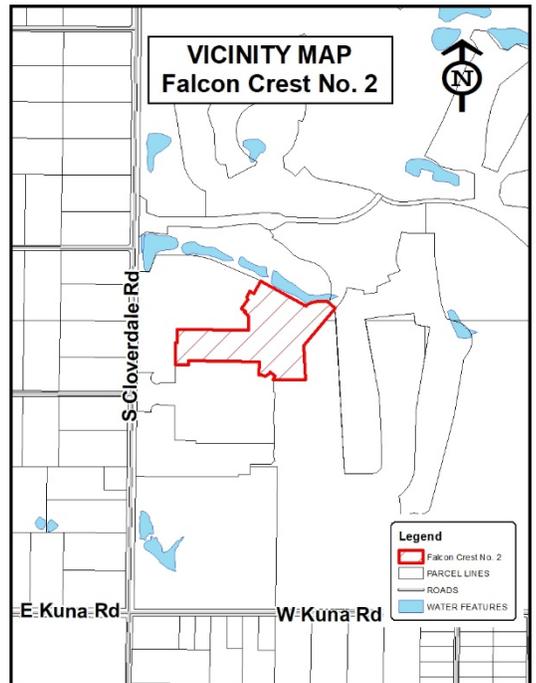
- a) As-built (record) drawings are required at the conclusion of any public facility construction project and are the responsibility of the developer's engineer. The city may help track changes but will not be responsible for the finished product.
- b) *Correct and verified as-built (record drawings)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

**BEFORE THE CITY COUNCIL
OF THE CITY OF KUNA**

IN THE MATTER OF THE APPLICATIONS OF) **Case No. 21-09-FP (Final Plat)**
)
WENDY SHRIEF, J-U-B ENGINEERING)
) **STAFF MEMO FOR THE FALCON**
) **CREST SUB. NO. 2 FINAL PLAT**
For Falcon Crest Sub. No. 2 Final Plat) **APPLICATION.**

TABLE OF CONTENTS

1. Exhibit List
2. Process and Noticing
3. General Project Facts
4. Applicable Standards
5. General Project Facts
6. Staff Analysis
7. Applicable Standards
8. Council’s Order of Decision



**I
EXHIBIT LIST**

The exhibits of the above-referenced matter consist of the following, to-wit:

1.1 Exhibits:

<i>DESCRIPTION OF EVIDENCE</i>		Withdrawn	Refused	Admitted
1.1	Staff Memo			X
2.1	Planning & Zoning Application Coversheet			X
2.2	Final Plat Application			X

2.3	Final Plat			X
2.5	Findings of Fact & Conclusions of Law – Approved 11.21.2017			X
2.6	Statement of Conformance			X
2.7	Legal Description			X
2.12	Vicinity Map			X
2.8	Common Area Maintenance Agreement			X
2.9	Agency Transmittal			X
2.11	Public Works Memo			X

II PROCESS AND NOTICING

- 2.1** A Final Plat (FP) is designated in Kuna City Code (KCC) 1-14-3, as a public meeting, with City Council as the decision-making body. As a public meeting, this application does not require formal notice as set forth in Idaho Code, Chapter 65; Idaho Local Land Use Planning Act. The guidelines for decision making by the City Council is outlined in KCC 1-14-3 which have been adhered to.
- 2.2** As a public meeting item, this action requires no formal public noticing actions.

III GENERAL PROJECT FACTS

- 3.1** Wendy Shrief, of JUB Engineering, requests Final Plat approval on behalf of their client M3 Companies, LLC, for *Falcon Crest Sub. No. 2*. The project is approximately 16.94 acres with an R-6 (Medium Density Residential) zoning designation, and will consist of 48 single-family buildable lots and nine (9) common lots. The subject site is located near the northeast corner of Cloverdale and Kuna Roads intersection (APN: S1422325600); Section 22, Township 2 North, Range 1 West BM.

IV STAFF ANALYSIS

- 4.1** In accordance with Kuna City Code Title 6, Subdivision Regulations, the application seeks Final Plat approval for *Falcon Crest Sub. No. 2*.
- 4.2** Per Public Works Department, this project has previously reserved capacity in the *Orchard Ave. Lift Station*.
- 4.3** Per Public Works Department, this project is in line with the Sewer, Water, and Pressurized Irrigation Master Plans.
- 4.4** Staff has determined the proposed Final Plat for *Falcon Crest Sub. No. 2* is in substantial conformance with the previously Council-approved Preliminary Plat (February 5, 2019; Case No. 18-03-AN, 18-02-PUD & 18-04-S).

V
APPLICABLE STANDARDS

- 5.1 Kuna City Code Title 6, Subdivision Regulations
- 5.2 Kuna Comprehensive Plan and Future Land Use Map.
- 5.3 Idaho Code Title 50, Chapter 13, Plats and Vacations.

V1
CONDITIONS OF APPROVAL

- 6.1 Water Rights associated with property shall be transferred to the City at time of connection (development) by deed and “Change of Ownership” form from IDWR (Idaho Department of Water Resources).
- 6.2 Applicant shall correct any technical items and make any requested changes to bring the Final Plat into conformance, as recommended by Kuna Public Works Staff.
- 6.3 Upon City Council’s approval, no revisions shall be made to the Final Plat. If revisions are desired, the Applicant shall bring a copy of the changes to Planning and Zoning staff to determine if a new approval is required via City Council or Planning and Zoning.
- 6.4 Applicant shall secure all signatures on the Final Plat Memorandum prior to requesting the City Engineer’s signature on the Final Plat Mylar.
- 6.5 Correct and verified as-built (record drawings) drawings shall be required before occupancy or Final Plat approval by City Engineer is granted.
- 6.6 The easement for unintended encroachments is not permitted to affect or apply to blanket easements, public utility easements, or any type of easement affecting City and/or public utilities.

DATED this 7th day of September, 2021.



Planning & Zoning Application Coversheet

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov



****Office Use Only****

File No.(s): 21-09-FP

Project Name: Falcon Crest No. 2

Date Received: 05.27.21

Date Accepted as Complete: _____

Type of review requested (check all that apply); please submit all associated applications:

<input type="checkbox"/>	Annexation	<input type="checkbox"/>	Appeal
<input type="checkbox"/>	Comp. Plan Map Amendment	<input type="checkbox"/>	Combination Pre & Final Plat
<input type="checkbox"/>	Design Review	<input type="checkbox"/>	Development Agreement
<input type="checkbox"/>	Final Planned Unit Development	<input checked="" type="checkbox"/>	Final Plat
<input type="checkbox"/>	Lot Line Adjustment	<input type="checkbox"/>	Lot Split
<input type="checkbox"/>	Ordinance Amendment	<input type="checkbox"/>	Planned Unit Development
<input type="checkbox"/>	Preliminary Plat	<input type="checkbox"/>	Rezone
<input type="checkbox"/>	Special Use Permit	<input type="checkbox"/>	Temporary Business
<input type="checkbox"/>	Vacation	<input type="checkbox"/>	Variance

Owner of Record

Name: M3Companies- MarkTate

Address: 1087W.RiverStreet,Ste.310, Boise ID, 83702

Phone: 208.939.6263 Email: MTate@m3companiesllc.com

Applicant (Developer) Information

Name: JUB Engineering / Wendy Shrief

Address: 2760 Excursion Ln. Ste 400, Meridian, ID 83642

Phone: 208-376-7330 Email: wshrief@jub.com

Engineer/Representative Information

Name: Scott Wanders - Engineer

Address: 2760 Excursion Ln. Ste 400, Meridian, ID 83642

2.1

Phone: 208-376-7330 Email: swonders@jub.com

Subject Property Information

Site Address: S CLOVERDALE RD

Nearest Major Cross Streets: South Cloverdale Rd and Kuna Rd

Parcel No.(s): S1422325400

Section, Township, Range: SEC 22 2N 1E

Property Size: 14.85 Acres

Current Land Use: Agricultural Proposed Land Use: Single-family

Current Zoning: R-6 Proposed Zoning: R-6

Project Description

Project Name: Falcon Crest Subdivision No. 2

General Description of Project: The project will have 49 buildable lots and 11 non-buildable lots for a total of 60 lots.

Type of proposed use (check all that apply and provide specific density/zoning):

- Residential: R-2 R-4 R-6 R-8 R-12 R-20 Commercial: C-1 C-2 C-3 CBD
- Office Industrial: M-1 M-2 Other: _____

Type(s) of amenities provided with development: N/A

Residential Project Summary (If Applicable)

Are there existing buildings? YES NO
If YES, please describe: _____

Will any existing buildings remain? YES NO

No. of Residential Units: 48 No. of Building Lots: 57

No. of Common Lots: 9 No. of Other Lots: 0

Type of dwelling(s) proposed (check all that apply):

Single-Family Townhomes Duplexes Multi-Family

Other: _____

Minimum square footage of structure(s): 4,844 sf

Gross Density (Dwelling Units ÷ Total Acreage): 3.23 DU/Ac

Net Density (Dwelling Units ÷ Total Acreage not including Roads): 4.22 DU/Ac

Percentage of Open Space provided: 27.1% Acreage of Open Space: 4.02 Ac

Type of Open Space provided (i.e. public, common, landscaping): Landscaping and common lots will be provided.

Non-Residential Project Summary (If Applicable)

Number of building lots: _____ Other lots: _____

Gross floor area square footage: _____ Existing (if applicable): _____

Building height: _____ Hours of Operation: _____

Total no. of employees: _____ Max no. of employees at one time: _____

No. of and ages of students: _____ Seating capacity: _____

Proposed Parking:

ADA accessible spaces: _____ Dimensions: _____

Regular parking spaces: _____ Dimensions: _____

Width of driveway aisle: _____

Proposed lighting: _____

Is lighting "Dark Sky" compliant? YES NO

Proposed landscaping (i.e. berms, buffers, entrances, parking areas, etc.):

Applicant Signature:  Date: 5/13/2021



Final Plat Application

PO Box 13 | 751 W 4th Street | Kuna, ID 83634
 (208) 922-5274 | www.KunaCity.ID.gov

KUNA
 Planning & Zoning

A Final Plat application does NOT require a Public Hearing. It will be placed on the City Council agenda as a regular agenda item.

****Office Use Only****

Case No(s): 21-09-FP

Project Name: Falcon Crest No. 2

Date Received: 05.27.21

Date Accepted as Complete: _____

Application shall contain one (1) copy of the following:

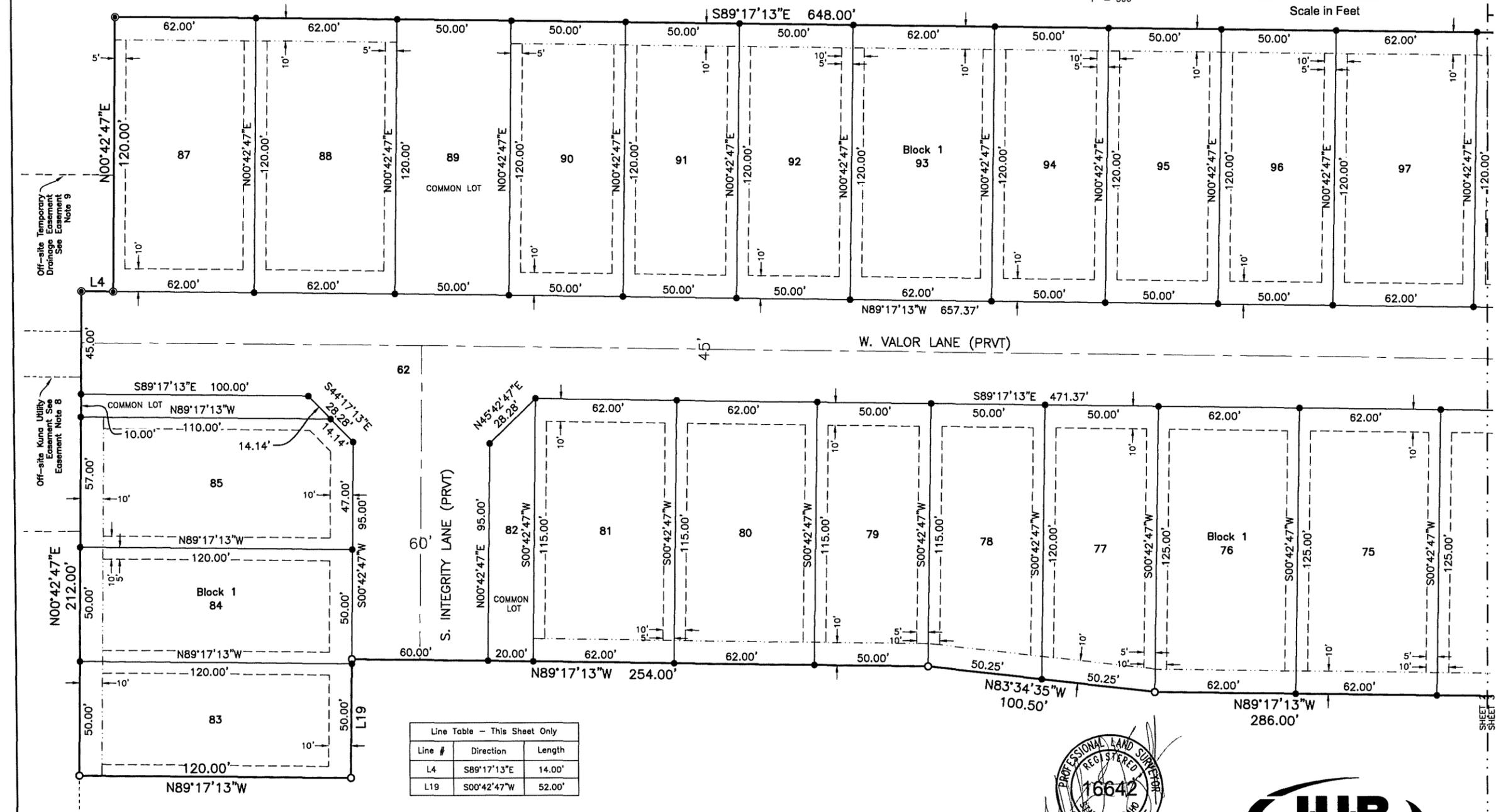
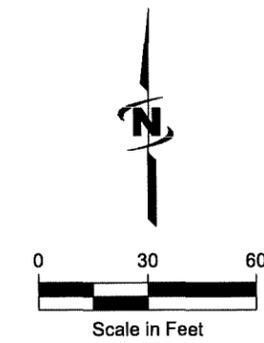
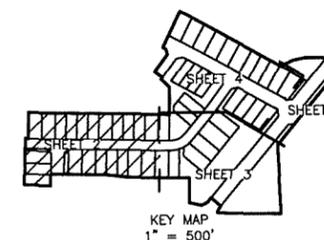
- Complete Planning & Zoning Application Coversheet.
- All pages of the proposed Final Plat.
- Approved final engineering construction drawings for streets, water, sewer, sidewalks, pressure irrigation & other public improvements.
- Approved & signed Findings of Fact and Conclusions of Law for Preliminary Plat.
- Such other information as deemed necessary to establish whether or not all proper parties have signed and/or approved Final Plat.
- Statement of Conformance with the following: Preliminary Plat meets all requirements or conditions; and Preliminary Plat meets acceptable engineering practices and local standards.
- Any proposed restrictive covenants and/or deed restrictions, and Homeowners Association documents.

The Final Plat shall include and be in compliance with all items required under Idaho Code §50-13.

This application shall not be considered complete (nor will it be added to a City Council agenda) until Staff has received all required information. Once the application is deemed complete, Staff will notify the Applicant of the scheduled date, fees due, and any additional items via a Letter of Completeness.

PLAT SHOWING Falcon Crest Subdivision No. 2

PLAT BOOK _____ PAGE _____



Off-site Temporary
Drainage Easement
See Easement Note 9

Off-site Kura Utility
Easement See
Easement Note 8

Line Table - This Sheet Only

Line #	Direction	Length
L4	S89°17'13"E	14.00'
L19	S00°42'47"W	52.00'



12 JAN 2021

THIS IS A DRAFT VERSION OF THE PLAT AND IT IS PRELIMINARY IN NATURE. IT HAS NOT YET RECEIVED AGENCY APPROVAL NOR HAVE MONUMENTS BEEN INSTALLED.
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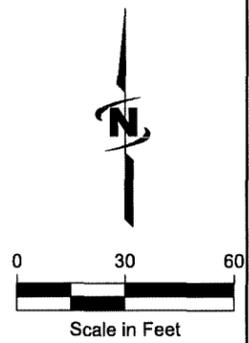
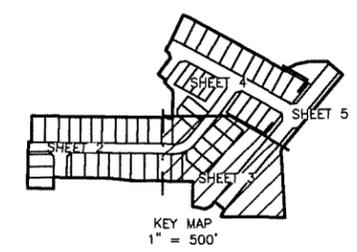
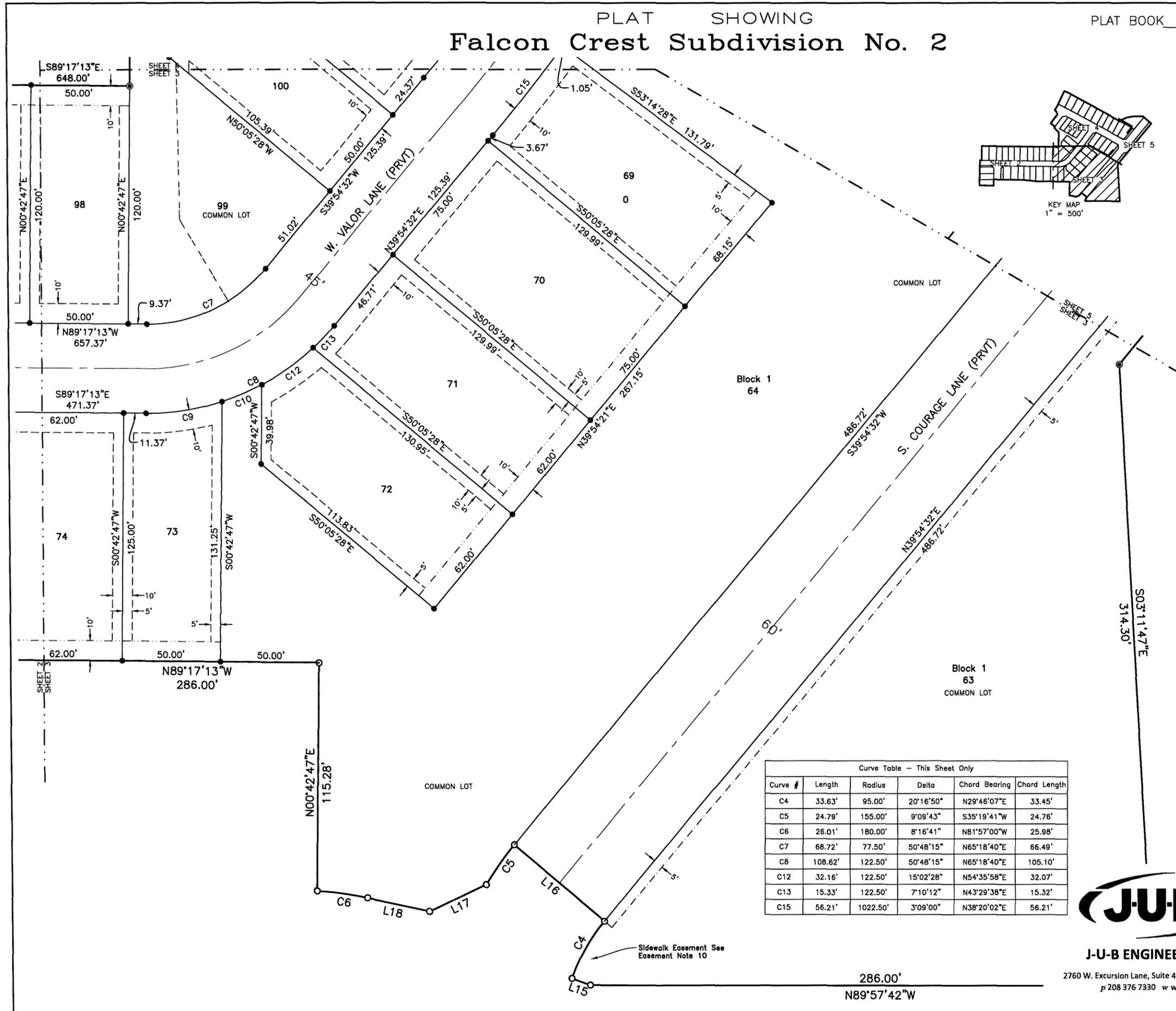


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PLAT SHOWING Falcon Crest Subdivision No. 2

PLAT BOOK _____ PAGE _____



Line Table — This Sheet Only

Line #	Direction	Length
L15	N70°22'18"W	10.00'
L16	N50°05'28"W	60.00'
L17	S64°37'07"W	31.70'
L18	N77°48'40"W	32.42'

Curve Table — This Sheet Only

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C4	33.63'	95.00'	20°16'50"	N29°46'07"E	33.45'
C5	24.79'	155.00'	9°09'43"	S35°19'41"W	24.76'
C6	26.01'	180.00'	8°16'41"	N81°57'00"W	25.98'
C7	68.72'	77.50'	50°48'15"	N65°18'40"E	66.49'
C8	108.62'	122.50'	50°48'15"	N65°18'40"E	105.10'
C12	32.16'	122.50'	15°02'28"	N54°35'58"E	32.07'
C13	15.33'	122.50'	7°10'12"	N43°29'38"E	15.32'
C15	56.21'	1022.50'	3°09'00"	N38°20'02"E	56.21'



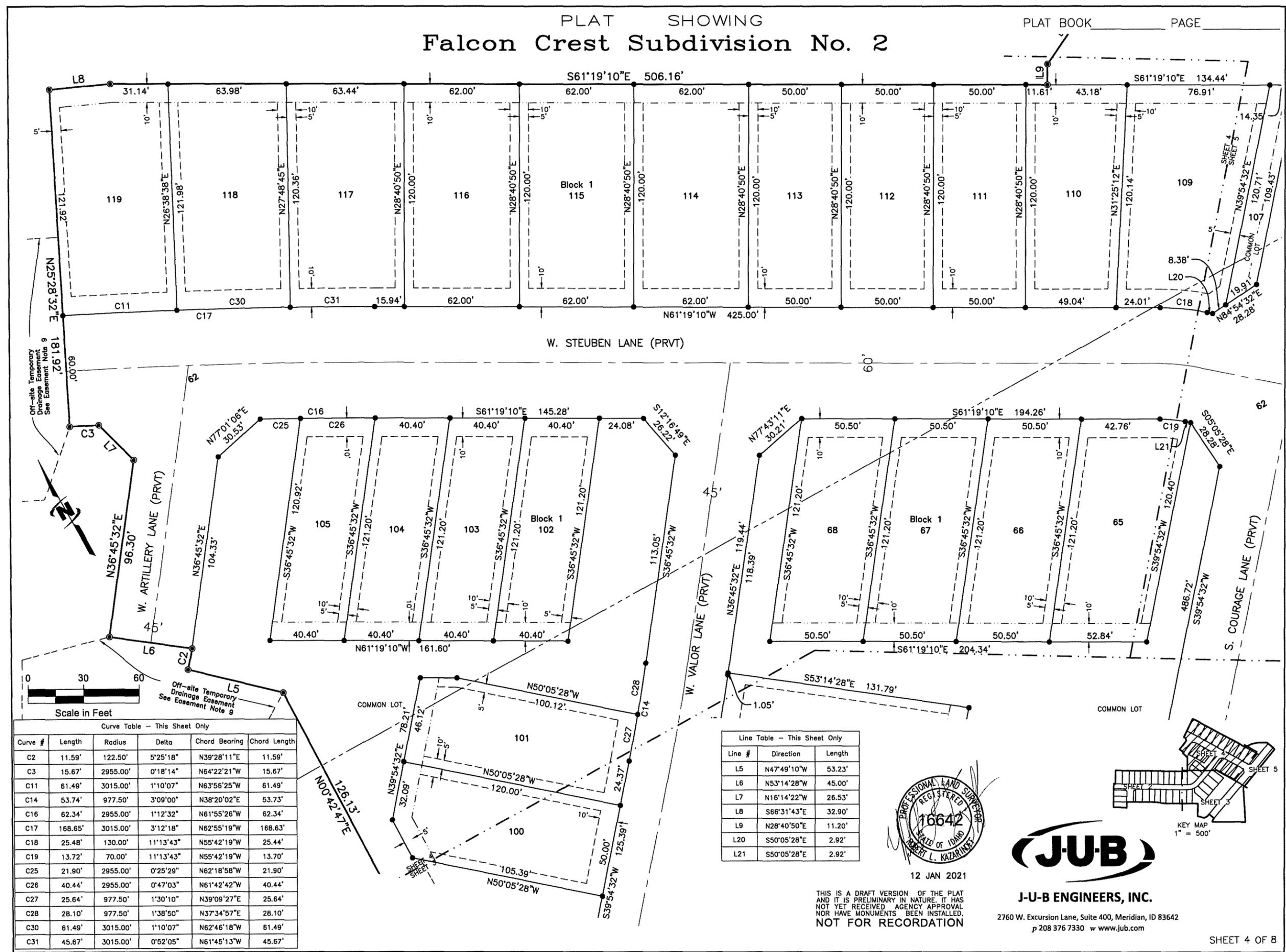
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PLAT SHOWING Falcon Crest Subdivision No. 2

PLAT BOOK _____ PAGE _____



Off-site Temporary
Drainage Easement
See Easement Note 9

Off-site Temporary
Drainage Easement
See Easement Note 9

Scale in Feet

Curve Table - This Sheet Only					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C2	11.59'	122.50'	5°25'18"	N39°28'11"E	11.59'
C3	15.67'	2955.00'	0°18'14"	N64°22'21"W	15.67'
C11	61.49'	3015.00'	1°10'07"	N63°56'25"W	61.49'
C14	53.74'	977.50'	3°09'00"	N38°20'02"E	53.73'
C16	62.34'	2955.00'	1°12'32"	N61°55'26"W	62.34'
C17	168.65'	3015.00'	3°12'18"	N62°55'19"W	168.63'
C18	25.48'	130.00'	11°13'43"	N55°42'19"W	25.44'
C19	13.72'	70.00'	11°13'43"	N55°42'19"W	13.70'
C25	21.90'	2955.00'	0°25'29"	N62°18'58"W	21.90'
C26	40.44'	2955.00'	0°47'03"	N61°42'42"W	40.44'
C27	25.64'	977.50'	1°30'10"	N39°09'27"E	25.64'
C28	28.10'	977.50'	1°38'50"	N37°34'57"E	28.10'
C30	61.49'	3015.00'	1°10'07"	N62°46'18"W	61.49'
C31	45.67'	3015.00'	0°52'05"	N61°45'13"W	45.67'

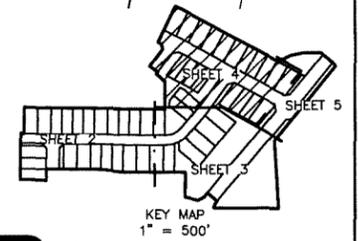
Line Table - This Sheet Only		
Line #	Direction	Length
L5	N47°49'10"W	53.23'
L6	N53°14'28"W	45.00'
L7	N16°14'22"W	26.53'
L8	S66°31'43"E	32.90'
L9	N28°40'50"E	11.20'
L20	S50°05'28"E	2.92'
L21	S50°05'28"E	2.92'



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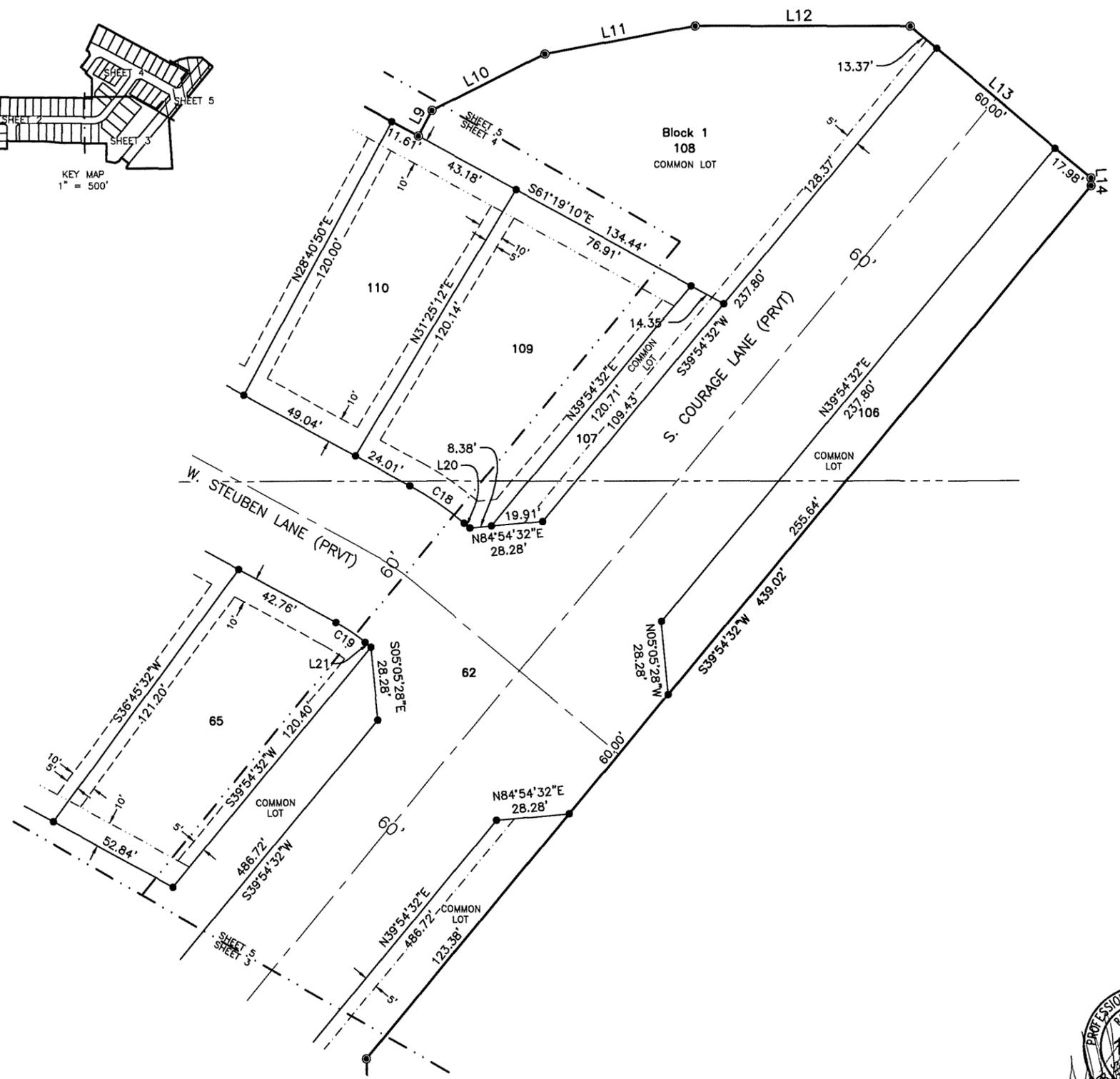
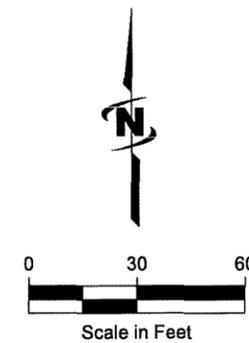
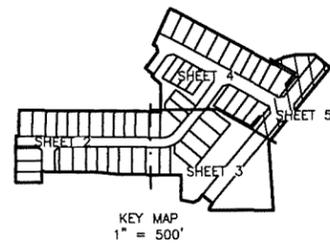
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PLAT SHOWING Falcon Crest Subdivision No. 2

PLAT BOOK _____ PAGE _____



Line Table - This Sheet Only

Line #	Direction	Length
L9	N28°40'50"E	11.20'
L10	N63°26'06"E	48.80'
L11	N78°22'49"E	59.02'
L12	N90°00'00"E	83.01'
L13	S50°05'28"E	91.35'
L14	S03°11'47"E	2.95'
L20	S50°05'28"E	2.92'
L21	S50°05'28"E	2.92'

Curve Table - This Sheet Only

Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C18	25.48'	130.00'	11°13'43"	N55°42'19"W	25.44'
C19	13.72'	70.00'	11°13'43"	N55°42'19"W	13.70'



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PLAT SHOWING
Falcon Crest Subdivision No. 2

PLAT BOOK _____ PAGE _____

Notes

1. Any re-subdivision of this plat shall comply with the applicable zoning regulations in effect at the time of re-subdivision.
2. Lot 62 of Block 1 is designated as a private road; and Lots 63, 64, 82, 86, 89, 99, 106, 107 and 108 of Block 1 are common lots which shall be owned and maintained by Falcon Crest Subdivision Homeowners Association, Inc. The ownership and maintenance commitment may not be dissolved without the express consent of the City of Kuna.
3. Minimum building setback lines shall be in accordance with the City of Kuna's Zoning Ordinance at the time of issuance of the individual building permit, or as specifically approved and/or required.
4. Lots shall not be reduced in size without prior approval from the health authority.
5. No additional domestic water supplies shall be installed beyond the water system approved in the sanitary restriction release.
6. Reference is made to the public health letter on file with Ada County Recorder regarding additional restrictions.
7. This development recognizes Section 22-4503 of Idaho Code, Right to Farm Act, which states, "No agricultural operation, agricultural facility or expansion thereof shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after it has been in operation for more than one (1) year, when the operation, facility or expansion was not a nuisance at the time it began or was constructed. The provisions of this section shall not apply when a nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof."
8. Maintenance of any irrigation, drainage pipe, or ditch, crossing a lot, is the responsibility of the lot owner, unless such responsibility is assumed by an irrigation or drainage entity or district.
9. The Homeowners Association (HOA), its ownership, and maintenance commitments cannot be dissolved without the express written consent of the City of Kuna, Idaho. If the assessment is not paid by the HOA, the individual improved lots are subject to a lien for non-payment.
10. This Development is subject to ACHD License Agreement Instrument No. _____
11. This development is subject to that Declaration of Covenants, Conditions, and Restrictions For _____, Instrument No. _____ and any existing or future amendments, restatements, or supplements to said Declaration.
12. This subdivision is located within Zone X as shown on the FIRM panel 425 of 875, Ada County, Idaho and Incorporated Areas. A building permit shall not be issued for any lot that is located within the mapped floodplain until a Flood Plain Development Permit is obtained for the individual lot. Each lot within the mapped floodplain shall require an individual Flood Plain Development Permit.
13. Irrigation water shall be provided by Falcon Crest Subdivision Homeowners Association, Inc., in compliance with Idaho Code 31-3805(1)(b).
14. Any and all street lights that do not conform to the City of Kuna standard street light detail shall be owned and maintained in perpetuity by Falcon Crest Subdivision Homeowners Association, Inc. The ornamental/non standard lighting, maintenance, and power are the responsibility of Falcon Crest Subdivision Homeowners Association, Inc.

Reference Documents

Subdivisions: Cloverdale Ridge Estates, Cloverdale Ridge Estates No. 3 &
 A Partial Re-Plat of Desert View Estates No. 1, Falcon Crest Subdivision No. 1.

Surveys: ROSs 0222, 0441, 10338 & 11990.

Deeds: 100049802, 108003131 & 2015-115982

Easements: _____ & _____

Easement Notes

1. Lots 63, 64, 82, 86, 89, 99, 106, 107, and 108 of Block 1 are designated as having a Utility Easement co-situate with said Lots (i.e. blanket easement).
2. Lot 62 of Block 1 is hereby designated as having an Access Easement co-situate with said lot (i.e. blanket easement).
3. All Utility Easements shown or designated hereon are non-exclusive, perpetual, shall run with the land, are appurtenant to the lots shown hereon, and are hereby reserved for the installation, maintenance, operation, and use of public and private utilities, sewer service, cable television/data; City of Kuna water, sewer & drainage; appurtenances thereto; and lot drainage.
4. The Irrigation Easements shown hereon are non-exclusive, perpetual, shall run with the land, and are hereby reserved for the installation, maintenance, operation, and use of the Falcon Crest Subdivision Homeowners Association, Inc.; and appurtenances thereto.
5. Sidewalk Easements as shown hereon are non-exclusive, perpetual, shall run with the land, are appurtenant to the lots shown hereon, and are hereby reserved for ingress and egress; the installation, maintenance, operation, and use of sidewalks; and appurtenances thereto.
6. The Private Road Easement designated hereon is non-exclusive, perpetual, shall run with the land, is appurtenant to the lots shown hereon, and is hereby reserved for the ingress and egress of emergency vehicles; the installation, maintenance, operation, and use of roadways, sidewalks, driveways, and landscaping; and appurtenances thereto.
7. All Drainage Easements shown or designated hereon are non-exclusive and perpetual (unless otherwise indicated) for the installation, maintenance, operation and use of storm water drainage facilities and shall be owned and maintained by Falcon Crest Subdivision Homeowners Association, Inc.
8. See Instrument Number _____ for Existing Off-site Kuna Utility Easement.
9. See Instrument Number _____ for Existing Temporary Off-site Storm Water Drainage Easements.
10. See Instrument Number _____ for Existing Sidewalk Easement.
11. A Temporary Secondary Emergency Access Easement has been dedicated to the City of Kuna through Instrument No. _____
12. No Utility or City of Kuna Easement shown or designated hereon shall preclude the construction and maintenance of hard-surfaced driveways, landscaping, parking, side & rear property line fences, or other such nonpermanent improvements.
13. All easements are parallel (or concentric) to the lines (or arcs) that they are dimensioned from unless otherwise noted.



12 JAN 2021

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 NOT YET RECEIVED AGENCY APPROVAL
 NOR HAVE MONUMENTS BEEN INSTALLED.
NOT FOR RECORDATION



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PLAT SHOWING
Falcon Crest Subdivision No. 2

PLAT BOOK _____ PAGE _____

Certificate of Owners

Know all people by these presents: that Falcon Crest, LLC, an Idaho limited liability company, does hereby certify that it is the owner of that real property to be known as Falcon Crest Subdivision No. 2, and that it intends to include said real property, as described below, in this plat:

Those portions of the Northwest Quarter and the Southwest Quarter of Section 22, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County, Idaho, particularly described as follows:

COMMENCING at the southwest corner of said Section 22, from which the south quarter-corner of said Section 22 bears South 89°57'42" East, 2,660.56 feet; Thence along the south line of said Section 22, South 89°57'42" East, 48.00 feet; Thence departing from said south line and along the easterly right-of-way line of South Cloverdale Road as described in that Warranty Deed to the Ada County Highway District recorded under Instrument No. 108003131, Ada County Records, North 00°42'47" East, 2,186.37 feet to the northwest corner of Lot 2, Block 1 of Falcon Crest Subdivision No. 1 according to the official plat thereof filed in Book _____ of Plats at Pages _____ through _____, Ada County Records;

Thence departing from said easterly right-of-way line and along the northerly boundary of said Falcon Crest Subdivision No. 1 the following six (6) courses:

- 1) S 89°17'33" E, 150.85 feet to the beginning of a non-tangent curve;
- 2) Along said non-tangent curve to the left an arc length of 182.17 feet, having a radius of 55.50 feet, a central angle of 188°04'05", a chord bearing of S 34°57'22" E and a chord length of 110.72 feet;
- 3) S 89°17'13" E, 135.05 feet;
- 4) N 00°42'47" E, 105.00 feet;
- 5) N 89°17'13" W, 5.00 feet;
- 6) N 00°42'47" E, 50.00 feet to the POINT OF BEGINNING;

Thence N 00°42'47" E, 212.00 feet departing from said Falcon Crest Subdivision No. 1;

Thence S 89°17'13" E, 14.00 feet;
 Thence N 00°42'47" E, 120.00 feet;
 Thence S 89°17'13" E, 648.00 feet;
 Thence N 00°42'47" E, 126.13 feet;
 Thence N 47°49'10" W, 53.23 feet to the beginning of a non-tangent curve;
 Thence along said non-tangent curve to the left an arc length of 11.59 feet, having a radius of 122.50 feet, a central angle of 05°25'18", a chord bearing of N 39°28'11" E and a chord length of 11.59 feet;
 Thence N 53°14'28" W, 45.00 feet;
 Thence N 36°45'32" E, 96.30 feet;
 Thence N 16°14'22" W, 26.53 feet to the beginning of a non-tangent curve;
 Thence along said non-tangent curve to the right an arc length of 15.67 feet, having a radius of 2,955.00 feet, a central angle of 00°18'14", a chord bearing of N 64°22'21" W and a chord length of 15.67 feet;
 Thence N 25°28'32" E, 181.92 feet; Thence S 66°31'43" E, 32.90 feet; Thence S 61°19'10" E, 506.16 feet; Thence N 28°40'50" E, 11.20 feet; Thence N 63°26'06" E, 48.80 feet; Thence N 79°22'49" E, 59.02 feet;
 Thence N 90°00'00" E, 83.01 feet; Thence S 50°05'28" E, 91.35 feet; Thence S 03°11'47" E, 2.95 feet; Thence S 39°54'32" W, 439.02 feet; Thence S 03°11'47" E, 314.30 feet;
 Thence N 89°57'42" W, 286.00 feet to the northeast corner of Lot 61 of said Falcon Crest Subdivision No.1;

Thence along the northeasterly and northerly boundary of said Falcon Crest Subdivision No. 1 the following thirteen (13) courses:

- 1) N 70°22'18" W, 10.00 feet to the beginning of a non-tangent curve;
- 2) Along said non-tangent curve to the right an arc length of 33.63 feet, having a radius of 95.00 feet, a central angle of 20°16'50", a chord bearing of N 29°46'07" E and a chord length of 33.45 feet;
- 3) N 50°05'28" W, 60.00 feet to the beginning of a non-tangent curve;
- 4) Along said non-tangent curve to the left an arc length of 24.79 feet, having a radius of 155.00 feet, a central angle of 09°09'43", a chord bearing of S 35°19'41" W and a chord length of 24.76 feet;
- 5) S 64°37'07" W, 31.70 feet;
- 6) N 77°48'40" W, 32.42 feet to the beginning of a curve;
- 7) Along said curve to the left an arc length of 26.01 feet, having a radius of 180.00 feet, a central angle of 08°16'41", a chord bearing of N 81°57'00" W and a chord length of 25.98 feet;
- 8) N 00°42'47" E, 115.28 feet;
- 9) N 89°17'13" W, 286.00 feet;
- 10) N 83°34'35" W, 100.50 feet;
- 11) N 89°17'13" W, 254.00 feet;
- 12) S 00°42'47" W, 52.00 feet;
- 13) N 89°17'13" W, 120.00 feet to the POINT OF BEGINNING.

The above-described parcel of land contains 14.85 acres, more or less.

The private roads shown on this plat are not dedicated to the public. The easements shown on this plat are not dedicated to the public, however the right to use said easements is hereby reserved for the uses specifically depicted on the plat, and for any other purposes designated hereon, and no permanent structures, other than for such uses and purposes, are to be erected within the lines of said easements. All of the lots within this subdivision are eligible to receive water service from the City of Kuna, and the City of Kuna has agreed in writing to serve all lots within the subdivision.

In witness whereof, I have hereunto set my hands:

M3 ID FALCON CREST, LLC,
an Arizona limited liability company

By: M3 Builders, L.L.C.,
an Arizona limited liability company,
its Manager

By: The M3 Companies, L.L.C.,
an Arizona limited liability company,
its sole member

By: _____
William I. Brownlee, Manager

Acknowledgment

State of _____ } ss.
County of _____ }

On this _____ day of _____, in the year 20____, before me, a Notary Public in and for the State of _____, personally appeared William I. Brownlee, known or identified to me to be Manager of M3 ID Falcon Crest, LLC, that executed the within instrument and acknowledged to me that M3 ID Falcon Crest, LLC executed the same.

Notary public for Idaho
My commission expires _____

Certificate of Surveyor

I, Robert L. Kazarinoff, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this plat of Falcon Crest Subdivision No. 2, as described in the Certificate of Owners and as shown on the attached plat is correct and was surveyed in accordance with Idaho Code relating to plats and surveys.



Robert L. Kazarinoff, PLS 16642

12 JAN 2021

THIS IS A DRAFT VERSION OF THE PLAT AND IT IS PRELIMINARY IN NATURE. IT HAS NOT YET RECEIVED AGENCY APPROVAL NOR HAVE MONUMENTS BEEN INSTALLED.
NOT FOR RECORDATION



J-U-B ENGINEERS, INC.

2760 W. Excursion Lane, Suite 400, Meridian, ID 83642
p 208 376 7330 w www.jub.com

PLAT SHOWING
Falcon Crest Subdivision No. 2

PLAT BOOK _____ PAGE _____

Approval of Central District Health

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied according to the letter to be read on file with the County Recorder or his agent listing the conditions of approval. Sanitary restrictions may be re-imposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

Central District Health Date

Approval of Ada County Highway District

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the _____ day of _____, 20____.

Commission President
Ada County Highway District

Approval of City Engineer

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

City Engineer P.E. No. _____

Approval of City Council

The foregoing plat was accepted and approved this _____ day of _____, _____, by the City of Kuna, Idaho.

City Clerk

Certificate of County Surveyor

I, the undersigned, Professional Land Surveyor in and for Ada County, Idaho, do hereby certify that I have checked this plat and find that it complies with the State of Idaho Code relating to plats and surveys.

Ada County Surveyor Date

Certificate of County Treasurer

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

Ada County Treasurer Date

County Recorder's Certificate

State of Idaho }
County of Ada } ss. Instrument No. _____

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

Deputy Ex-Officio Recorder



12 JAN 2021

THIS IS A DRAFT VERSION OF THE PLAT AND IT IS PRELIMINARY IN NATURE. IT HAS NOT YET RECEIVED AGENCY APPROVAL NOR HAVE MONUMENTS BEEN INSTALLED. NOT FOR RECORDATION



J-U-B ENGINEERS, INC.

2760 W. Excursion Lane, Suite 400, Meridian, ID 83642
p 208 376 7330 w www.jub.com



City of Kuna

Council Findings of Fact & Conclusions of Law

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

To: **City Council**

Case No's: **18-03-AN (Annexation)**
18-01-CPM (Comp Map Change)
18-04-ZC (rezone)
18-02-PUD (Planned Unit Develop)
18-04-S (Preliminary Plat) and
And (Development Agreement)

Location: **Northeast Corner of Cloverdale and Kuna Roads, Kuna, ID**

Planner: **Troy Behunin, Planner III**

Hearing date: **January 2, 2019**
 Tabled to: **January 15, 2019**
 Findings/Fact: **February 5, 2019**

Owner: **M3 Companies - Mark Tate**
 1087 W. River Street, Ste. 310
 Boise, ID 83702
 208.939.6263
MTate@m3companiesllc.com

Engineer: **J-U-B Engineers – Kristi Watkins**
 250 S. Beechwood Ave. S. 201
 Boise, ID 83709
 208.323.9336
kwatkins@jub.com

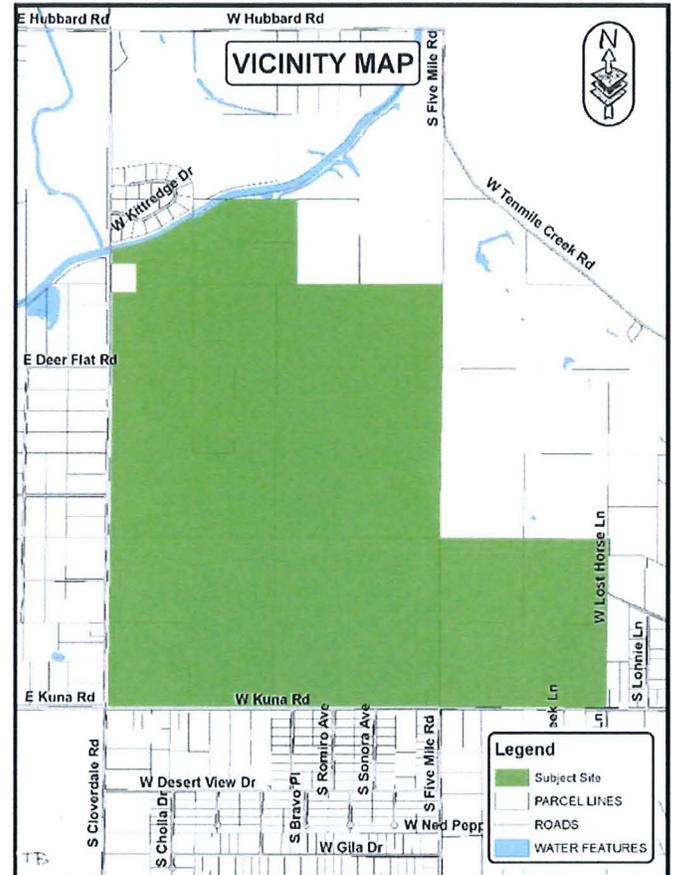


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A. Process and Noticing:

1. Kuna City Code 1-14-3 (KCC), Title 1, Chapter 14, Section 3, states that Annexation, Comprehensive Plan Map Changes, P.U.D.'s, Rezones and Preliminary Plats are designated as public hearings, with the Commission as the recommending body, and City Council as the decision making body. These land use applications were given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65 Local Planning Act.

a. Notifications

- | | |
|----------------------------|--|
| i. Neighborhood Meeting | May 9, 2018 (fifty four (54) persons attended) |
| ii. Agency Comment Request | July 13, 2018 |
| iii. 450' Property Owners | December 21, 2018 (plus Emails) |
| iv. Kuna, Melba Newspaper | December 12, 2018 and December 19, 2018 |
| v. Site Posted | December 22, 2018 |

B. Applicants Request:**1. Request:**

Applicant, J-U-B Engineers, on behalf of Mark Tate, with M3 Companies (Owner), requests approval to Annex approximately 990 acres into Kuna City limits, Change the Comprehensive Plan Map (CPM) from Agriculture to Mixed-Use for approximately 163 acres, for a Planned Unit Development (PUD) for approx. 1,028 acres (net), to rezone approx. 20 acres and subdivide approx. 132 acres into 409 residential lots, 51 common lots, four common driveway lots, two well lots and private roads. This site is located at the NEC of Cloverdale and Kuna Roads, Kuna, Idaho. Please see the application for a list of parcel numbers affected by this application.

C. Aerial Map:

@Copyrighted

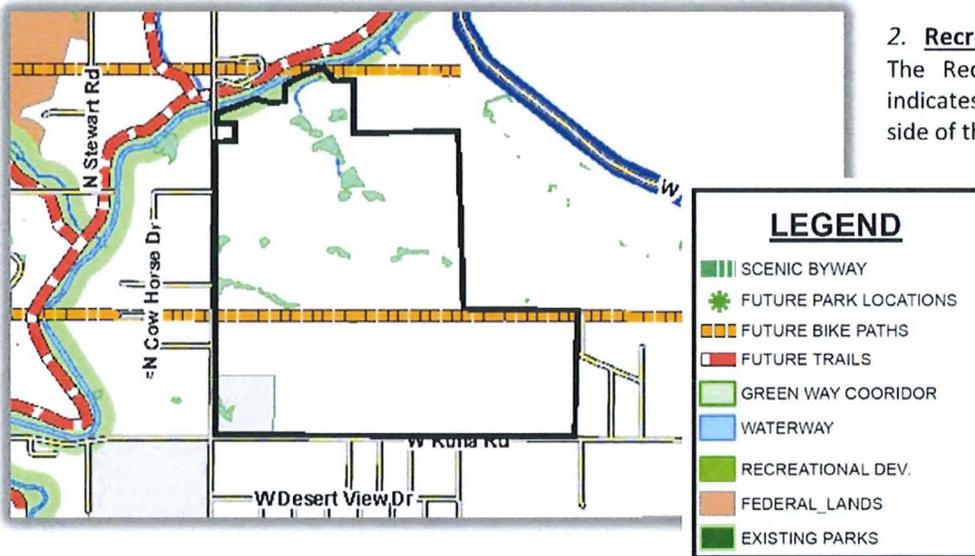
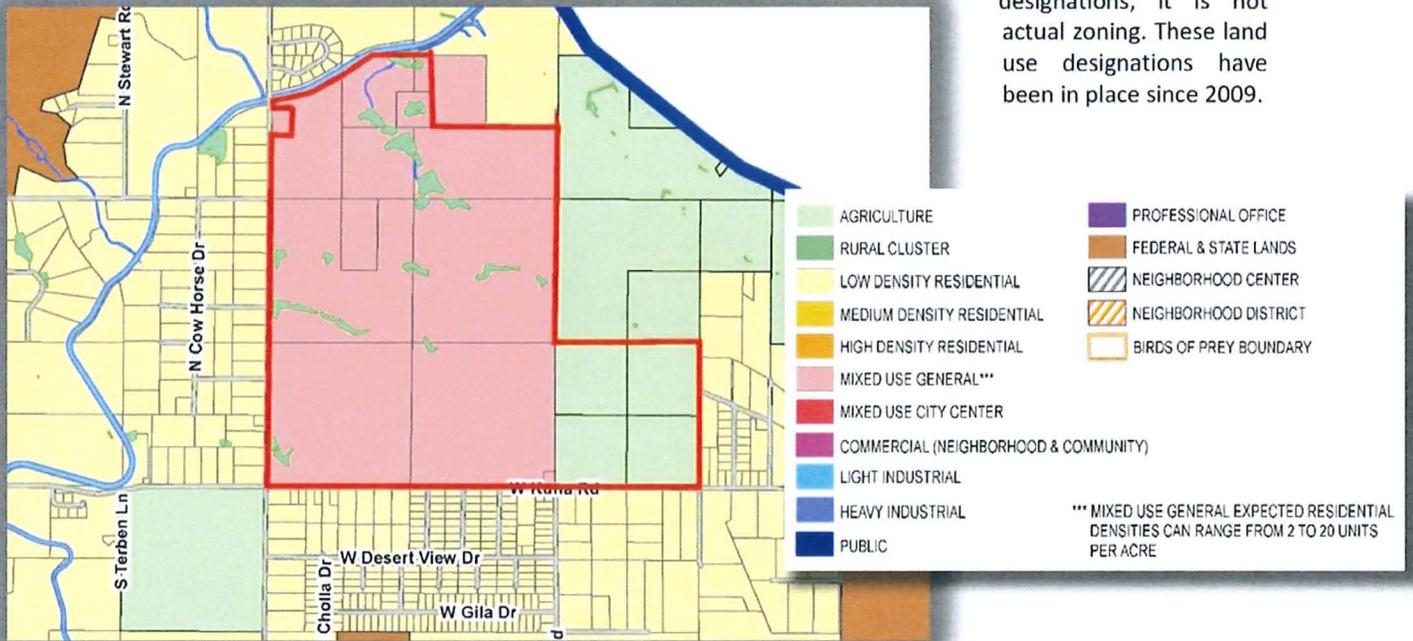
D. Site History:

These lands historically have been used for golf course and agricultural purposes for many years. Approximately 40 acres on the northeast corner of Cloverdale and Kuna Roads were annexed into Kuna, on November 4, 2015, (Case No. 15-01-AN), providing the pathway for annexation for the rest of the golf course as previously planned for future development.

E. General Projects Facts:

1. **Comprehensive Plan Map:** The Comp Plan Map designation for this site is Mixed-Use for most of the site (approximately 865 acres). The remaining 160 acres on the east side are designated as agriculture. The Future Land Use Map (Comprehensive Plan Map) is intended to serve as a guide for the decision making body. This

map indicates land use designations, it is not actual zoning. These land use designations have been in place since 2009.



2. **Recreation and Pathways Map:**

The Rec. & Path Master Plan Map indicates a future trail along the north side of the New York Canal, which is off-site. With this application, staff recommends that the applicant incorporate green and open spaces throughout the project.

3. **Surrounding Land Uses:**

North	R-1, RR	1 acre Residential & Rural Residential - Ada County
South	Ag, RR	Agriculture – Kuna City and Rural Residential – Ada County
East	RR	Rural Residential – Ada County
West	RR	Rural Residential – Ada County

4. **Lot Sizes, Current Zoning, Parcel No's, and L & B No's:**

Lot Size (Approximately)	Current Zone:	Parcel Number(s)
5 acres	RR - Rural Residential	S1415424915
10 acres	RR - Rural Residential	S1415315300
32.97 acres	RR - Rural Residential	S1415314810
56.46 acres	RR - Rural Residential	S1415336000
40 acres	RR - Rural Residential	S1415341100
80 acres	RR - Rural Residential	S1415430000
160 acres	RR - Rural Residential	S1422110050
138.16 acres	RR - Rural Residential	S1422212400
20 acres	RR - Rural Residential	S1422212000
40 acres	RR - Rural Residential	S1423314800
40 acres	RR - Rural Residential	S1423325400
40 acres	RR - Rural Residential	S1423346600
40 acres	RR - Rural Residential	S1423336000
1.31 acres	RR - Rural Residential	S1422449820
158.65 acres	RR - Rural Residential	S1422417300
119.90 acres	RR - Rural Residential	S1422314810
1.13 acres	RR - Rural Residential	R3297260265
39.01 acres	Agriculture - Kuna City	S1422336000

5. **Services (at time of development):**

Sanitary Sewer— City of Kuna
 Potable Water – City of Kuna
 Pressurized Irrigation – Developer Built and Owned/Maintained
 Fire Protection – Kuna Rural Fire District
 Police Protection – Ada County Sheriff's office; Kuna Police
 Sanitation Services – J & M Sanitation

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

The site has multiple structures that typically are associated with a golf course and maintenance facilities and vegetation that is generally associated with a golf course and other Agricultural uses.

7. **Transportation / Connectivity:**

The site has significant Cloverdale and Kuna Road frontages. The applicant proposes one point of ingress/egress on Cloverdale Road for phase one, approximately 2,000 feet north of Kuna Road to line up with Reining Horse Drive. It is anticipated that the commercial projects proposed for the NEC of Cloverdale and Kuna Road will also seek entrances with future preliminary plat applications. All points of access must follow City & ACHD standards.

8. **Environmental Issues:**

Staff is not aware of any environmental issues, health or safety conflicts. Most of the sites' topography is generally flat with less than 3 percent slope. However, in the north part of the site, there are rolling hills and some grades greater than 3 percent, which provide for bluffs, and overlooks, these are areas within the existing golf course. This site is not within the Nitrate Priority Area (NPA), however, the project will be required to connect to Kuna City sanitary sewer, potable water and provide for a pressure irrigation water system to the project as a whole.

9. Agency Responses:

The following agencies returned comments and are included with this case file:

- | | |
|---|----------------------|
| - City Engineer | <i>Exhibit B 1</i> |
| - Ada County Highway District (ACHD) | <i>Exhibit B 2</i> |
| - Ada County Highway District (ACHD Pre Plat) | <i>Exhibit B 2 a</i> |
| - Boise Project Board of Control | <i>Exhibit B 3</i> |
| - COMPASS | <i>Exhibit B 4</i> |
| - Dept. of Environmental Quality (DEQ) | <i>Exhibit B 5</i> |
| - ID Transportation Dept. (ITD) | <i>Exhibit B 6</i> |

F. Staff Analysis:

The subject site is at the northeast corner (NEC) of Cloverdale and Kuna Roads. The applicant requests a Comprehensive Plan Map (CPM) change from Agriculture to Mixed-Use for approximately 163 acres on the east side of the subject site. This request will match the current designation of the golf course parcels and will provide continuity for the entire project as a multi-phased, Planned Unit Development (PUD), consisting of approximately 1,028 acres.

The applicant requests annexation into Kuna City limits applying the Category "A" process. The lands in this application touch City limits in the southwest corner of the site and are therefore eligible for annexation, due to a previous annexation approval (15-01-AN). Applicant has submitted an application for annexation of the remaining 990 acres (approximately) and is seeking for two different zones for these proposed annexing parcels. The applicant is seeking the following jurisdiction and zone changes if the annexation is approved:

- Approximately 807 acres are proposed to be annexed with a zone change from Rural Residential (RR) TO R-6 Medium Density Residential (MDR),
- Approximately 184 acres from RR, TO R-12, High Density Residential (HDR).

The applicant seeks to rezone approximately 20.89 acres of the 39 acres already annexed into Kuna and zoned Agriculture, TO C-2 (Area Commercial District), and the remaining 19.60 acres to be zoned R-6 Medium Density Residential (MDR). While the Commercial lot is included in the Preliminary plat, development of the commercial corner will take place separately in the future; a time line for the commercial development is unknown at this time.

Applying the PUD process, the applicant proposes a mix of various uses throughout the project to include; commercial, recreational activities, medium and high density residential uses, to include single family lots, active adult communities, age targeted living, a community center, updated club house (with full food and beverage service and dinner and event space), several private parks, a City park, a considerable open space and pathway network (*13.41 acres in the first preliminary plat alone, or 10.2% of that area*), and the golf courses. The applicant proposes a master-planned active resort-style community for all ages. The applicant is proposing private streets for certain areas that will be built to Kuna and ACHD standards (curb, gutters & sidewalks) and meet Kuna Fire Department requirements. All private roads will be built and maintained by the Home Owners Association (HOA), and anticipates providing a golf cart community (in part), which, when combined with a large network of biking and walking pathways, will help reduce vehicle trips for basic needs, recreation and even food services. Using the PUD process and exceeding the required 10% usable open space, the applicant is eligible to request relief from certain development standards to accommodate mixed-uses and design criteria to create a unique and different development not seen in Kuna before. The applicant has provided a list of standards and requirements they seek relief from and those requested changes are listed in the exhibits of the Development Agreement included for Council's review. The requested changes are presented side-by-side to show current code, compared with the *requested* changes.

Staff notes that proposed phase one requests four shared driveways, provides for two potable well sites (PP note #3) and just two cul-de-sacs. This plat is planned to be an age restricted community and as long as the

CC&R's provide for permanent maintenance, care and responsibility of the shared driveways, staff supports their use for this preliminary plat. Staff also notes that just one permanent entrance off Cloverdale is shown for phase one. The Kuna Rural Fire District (KRFD) has requirements for providing a secondary emergency access (either temporary or permanent) as does the City. Applicant has proposed a temporary secondary access within Block 1, near lot 347. Staff will support a secondary access that is approved by the KRFD. Staff also notes that the applicant is proposing swales with no curb/gutter along Cloverdale, or Kuna Roads. This is contrary to KCC. Along arterial roads, KCC calls for full roadway improvements, including curb/gutter, road widening, and sidewalks at eight feet (either separated or attached). Staff recommends that the applicant be conditioned to demonstrate shared driveway responsibility as explained, secondary emergency access as explained and to follow City standards for full arterial roadway improvements as explained. Otherwise, the proposed preliminary plat appears to be in substantial compliance with KCC.

Staff has determined this application generally complies, or as conditioned, will follow Idaho Statutes §50-222 (Annex) and §65-67 (LLUPA-Subs); Title 5 and title 6 of the Kuna City Code; and the Kuna Comprehensive Plan; and forwards a recommendation of approval for Case No's stated above, subject to the recommended conditions of approval listed within this report and in Section 'N' of this report.

G. Applicable Standards:

1. City of Kuna Zoning Ordinance Title 5,
2. City of Kuna Subdivision Ordinance Title 6,
3. City of Kuna Comprehensive Plan and Map, adopted September 1, 2009,
4. Idaho Code, Title 67, Chapter 65- the Local Land Use Planning Act.

H. Procedural Background:

On January 2, and 15, 2019, the Council did consider the Falcon Crest project; Case No's: 18-03-AN, 18-01-CPM, 18-04-S, 18-02-PUD, 18-02-ZC, and proposed Development Agreement, including the applications, agency comments, staff's report, application exhibits and public testimony presented or given.

I. Factual Summary:

This approximately 1,028 acre project site, is adjacent to Kuna City limits and is located at the northeast corner (NEC) of Cloverdale and Kuna Roads and part is zoned Agriculture (Ag.) in the City and the remaining part as RR in the County. 40 acres of the approximate 1,028 acres (net) is in Kuna City and zoned Ag.. The site has varying historical uses, including a golf course, club house, cart barn, agriculture uses and other ancillary subordinate uses. Applicant proposes a Comprehensive Plan Map Change from Ag. to Mixed-Use for part of the site, annexation for approx. 988 acres, a rezone for approx. 40 acres from Ag. to R-6 and C-2 zones, a PUD, a Preliminary Plat for approx. 132 acres, to subdivide said property into 409 buildable lots and 51 common lots and four shared driveways (over common lots), and a subdivision design review for the landscaping of the common lots. This project is adjacent to Cloverdale Road and Kuna Road, both are principle arterial roads.

J. Comprehensive Plan Analysis:

The Kuna Council accepts the Comprehensive Plan components as described below:

The designations of Mixed-Use shown on the Planning Map (See Map above) for these lots were approved by Council. The proposed change from Agriculture to Mixed-Use is supported by way of the application and supporting materials and plans provided and staff views this request to be consistent with the following Comprehensive Plan components:

Community Vision Statement:

Residents hoped for the creation of business and light commercial use centers within neighborhoods. These centers would include restaurants, gas stations, churches, *multi-family* use facilities, and other mixed-use developments. (Page 21).

Housing:

Residents envisioned higher densities in the City's core to include opportunities for mixed residential and light commercial activity. They expressed interest in a mix of residential type dwellings applications; including single-family, multi-family, apartments and condominiums. They were receptive to a greater mix of lot sizes and house prices to appeal to a variety of people. A goal expressed by many was preservation of large lots and rural cluster development in appropriate balance with a complement of other types of residential development (Pg. 21).

Comment: *The proposed rezone follows the community vision and provides a way to achieve the housing goals as stated and adopted, by supplementing other existing large lot subdivisions nearby.*

Private Property Rights Goals and Objectives - Section 2 - Summary:

Ensure the City land use policies, restrictions, conditions and fees do not violate private property rights and ensure that land use actions, decisions, and regulations do not effectively eliminate all economic value of the subject property. Ensure that City land use actions, decisions, and regulations do not prevent a private property owner from taking advantage of a fundamental property right and 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.

Comment: *Utilizing the Idaho Attorney Generals criteria, and a review by the City Attorney, the proposed project does not constitute a "takings" and the economic value is intact.*

Economic Development Goals and Objectives - Section 5 - Summary:

Ensure an adequate supply of housing for all income levels and facilitate pedestrian connections, both visually and physically, to enhance pedestrian movement (Pg. 42 – 1.5 and Pg. 43 – 3.1).

Comment: *The proposed application complies with these elements of the comprehensive plan by providing an opportunity to supply varied housing types and provide pedestrian connections, thereby meeting this goal.*

Land Use Goals and Objectives - Section 6 - Summary:

Adopt a future land use plan and map that includes natural and developed open spaces, while providing a variety of housing densities and types to accommodate various lifestyles, ages and economic groups. Protect existing neighborhoods and ensure new development is sustainable and keeps Kuna desirable. Develop cohesive neighborhoods with character and quality while incorporating a variety of densities and styles (Pg. 64 – 3.1 & Goal 3 and Pg. 65 – 4.3).

Medium Density Residential:

This designation describes areas where residential development densities generally range from four to eight units per acre. These areas will be made up of single-family homes, but may include townhomes, row houses duplexes and other types of multi-family land uses. Areas featuring these densities are generally located within the City Center and around Neighborhood Centers (Page 88).

Comment: *The proposed rezone requests a C-2, R-6 and R-12 zone, for commercial and residential uses, conforming to the Comprehensive Plan and Planning Map approved by Council in August of 2015.*

Mixed-Uses:

The mixed use general land use designation pertains to a land parcel or combination of parcels that are planned and developed together. This comprehensive land use category may contain residential, commercial, office and technical uses, a variety of building types and densities, common open space variations, clustered development and recreational facilities (Page 105).

Comment: *The proposed application requests a PUD to include mixed-uses including C-2, R-6 and R-12 zones, for commercial and residential uses, conforming to the Comprehensive Plan and Planning Map approved by Council in August of 2015.*

Housing Goals and Objectives - Section 12 - Summary:

Encourage developers to provide high-quality development with a variety of lot sizes, dwelling types, densities and price points to meet the needs of current and future population while creating safe and aesthetically-pleasing neighborhoods. Ensure housing is available throughout the community for all income levels and those with special needs. *Encourage logical and orderly residential development while discouraging developers from developing land divisions greater than one half acre because large lot subdivisions increase municipal costs, require public subsidy and create sprawl (Pg. 155 – 1.2, Pg. 163 12.4 and Pg. 165 – 2.1).*

Encourage mixed-use development that includes town centers, single-family, *multi-family*, accessory units, and other types of residential development. – Policy 1.1.2, Section 12, Housing (Page 155).

Comment: *Applicant proposes a resort style community to include commercial uses, varied housing densities/types including medium and high density residential elements that will contribute to availability of varied types and home sizes in a logical and orderly manner (Master Planned Community) with an opportunity to provide a quality development.*

Community Design Goals and Objectives - Section 13 - Summary:

Strengthen Kuna's Image through good community and urban design principles that create self-sufficient neighborhoods. Foster good community design concepts that incorporate landscape features to serve as buffers between incompatible uses while reducing scale and creates a sense of place.

Comment: *Applicant proposes a master planned resort-style community that will include a considerable network of green spaces, trails, golf course, and other amenities that will include some public and some private facilities, this is a community designed to be an all-ages development.*

Neighborhoods:

Kuna's updated Plan is an advocate for the development of self-sufficient neighborhoods. These neighborhoods are intended to be connected by transit and other non-motorized methods of transportation. Each neighborhood will have a center, a core and an edge. (Pg. 179).

Comment: *With this development, the applicant will provide an extension of the sidewalk and roadway system which must comply with the Master Street Plan adopted by Kuna. Applicant has proposed extensive pathways and sidewalks for pedestrian and non-motorized transportation, daily services, and adding connecting stub streets. Applicant appears prepared to propose a variety of housing densities thereby complying with approved land use designation outlined within the Comp Plan and Planning Map.*

K. Kuna City Code Analysis:

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

Comment: *The proposed project meets the land use and area standards in Chapter 3, Title 5 of the Kuna City Code (KCC). Staff also finds that the proposed project meets all applicable requirements of Title 5 and Title 6 of the KCC.*

2. The site is physically suitable for the proposed new subdivision and site development.

Comment: *The 1,028 acre (approximate) project includes a request for subdividing a portion of the lands into 409 buildable lots and 51 common lots. The site appears to be compatible with the proposal.*

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

Comment: *The land to be annexed, rezoned and subdivided is not used as wildlife habitat. Future roads, dwelling units and open spaces must be designed and planned for construction according the City and ACHD requirements and best practices and will therefore not cause environmental damage or loss of habitat.*

4. The development proposal is not likely to cause adverse public health problems.

Comment: *The proposed subdivision of the property appears to follows Kuna City Codes. All development requires connection to public sewer and potable water systems, therefore eliminating the occurrence of adverse public health problems.*

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

Comment: *The Council did consider the location of the property and adjacent uses. The subject property (if approved for annexation) will be in Kuna City and will be required to connect to the Kuna City central sewer and potable water systems, and create their own Pressure Irrigation System. The current adjacent uses are large lots in the County, and agricultural in nature and the site is adjacent to two Principle arterial roads.*

6. Based on the evidence contained in Case No's 18-03-AN, 18-01-CPM, 18-02-ZC, 18-04-S, 18-02-PUD, and Development Agreement (DA), adequately comply with Kuna City Code.

7. Based on the evidence contained in Case No's 18-03-AN, 18-01-CPM, 18-02-ZC, 18-04-S, 18-02-PUD, and Development Agreement (D.A.), generally comply with Kuna's Zoning Code.

L. Commission's Recommendation to Council:

On November 27, 2018, the Commission voted to recommend approval for Case No's 18-03-AN, 18-01-CPM, 18-02-ZC, 18-04-S, 18-02-PUD, and D.A., based on the facts outlined in staff's memo, the Comp Plan, City Code, the record before the Council, the applicant's presentation, public testimony and discussion during the public hearing by the Commission of Kuna, Idaho, the Commission hereby recommends approval for Case No's 18-03-AN, 18-01-CPM, 18-02-ZC, 18-04-S, 18-02-PUD, and D.A., an Annexation, CPM, PUD, Rezone, Preliminary Plat and D.A. request by J-U-B- Engineers on behalf of M3 Companies, with the following conditions of approval:

- *Applicant shall follow conditions as outlined within the staff report,*
- *Applicant shall work with staff to refine and finalize the development agreement and include potable water, the default clause, and to submit a clean development agreement to the City Council,*
- *Applicant shall work with staff to include recommendations from ACHD's report to mitigate the traffic of the first preliminary plat,*
- *Applicant shall include the irrigation text from the City Engineer's letter, as appropriate,*
- *Applicant shall include curb, gutter and sidewalks on Cloverdale and Kuna Road if they're not included in the ACHD five-year work plan,*
- *Applicant shall work with staff and ACHD on the alignment of Five Mile Road.*

M. Order of Decision by the Council:

18-03-AN (Annexation), 18-01-CPM (Comp Plan Map), 18-02-ZC (Rezone), 18-04-S (Preliminary Plat), 18-02-PUD (PUD), and a D.A., Based on the facts outlined in staff's Memo, the Comp Plan, City Code, the record before the Council, the applicant's presentation, public testimony and discussion during the public hearing by the City Council of Kuna, Idaho, the Council hereby approves Case No's 18-03-AN, 18-01-CPM, 18-02-ZC, 18-04-S, 18-02-PUD, an Annexation, CPM, PUD, Rezone, Preliminary Plat and D.A. request by J-U-B- Engineers on behalf of M3 Companies, with the following conditions of approval at time of development:

- *Applicant shall follow the conditions as outlined in the staff memo as presented.*

1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
 - a. The City Engineer shall approve all sewer connections.
 - b. The City Engineer shall approve the drainage and grading plans. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties". No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
 - c. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District is required.
 - d. The *Boise-Kuna* Irrigation District shall approval any modifications to the existing irrigation system.
 - e. Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to *issuance* of any building permit(s).
2. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District and Idaho Transportation Department. No public street construction may commence without the approval and permit from Ada County Highway District and/or Idaho Transportation Department.
 - 2.1– At time of development and as necessary, dedicate right-of-way in sufficient amounts to follow City and ACHD standards and widths, *except as otherwise approved through the PUD process.*
3. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see **KCC 6-4-2-W**.
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. When required, submit a petition to the City (as necessary, 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 over to the Kuna Municipal Pressure Irrigation system of the City (KMID).
6. All street lighting within and for the site shall be LED lighting and must comply with Kuna City Code, *except as otherwise approved through the PUD process.*
7. Parking within the site shall comply with Kuna City Code, *unless approved otherwise through the PUD process.*
8. Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted). Perimeter fencing (and permit) is required prior to requesting final plat signatures from Kuna City Clerk and Engineer.
9. All signage within/for the project shall comply with Kuna City Code and go through Design Review for those approvals.
10. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
11. The land owner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.
12. The applicant's proposed landscape plan (dated 10.30.2018) shall be considered binding site plans, or as modified and approved through the proper process.
13. The applicant's proposed preliminary plat (dated 5.18.2018) shall be considered binding site plans, or as modified and approved through the public hearing process
14. Applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
15. Developer/owner/applicant shall comply with all local, state and federal laws.

16. As a condition of rezoning, the Developer/Owner/Applicant shall enter into and be bound by that certain Development Agreement with the City entitled "City of Kuna/ M3 Builders, LLC/ Falcon Crest, LLC Development Agreement" draft dated 12-21-2018 as approved by the City Council in this Order.



City of Kuna
City Council
Proposed Findings of Fact and Conclusions of Law

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

Based upon the record contained in Case No's 18-03-AN, 18-01-CPM, 18-02-ZC, 18-04-S, 18-02-PUD, and D.A, including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the public hearing, the Kuna Council hereby *approves* the Findings of Fact and Conclusions of Law, and conditions of approval for Case No's 18-03-AN, 18-01-CPM, 18-02-ZC, 18-04-S, 18-02-PUD, and DA, a request for annexation, Comp plan map change, rezone, preliminary plat, PUD, and D.A. by J-U-B Engineers, on behalf of M3 Companies, LLC:

1. *The Kuna City Council approves the facts as outlined in the staff report, the public testimony and the supporting evidence list presented.*

Comment: *The Kuna City Council held a public hearing on the subject applications on January 2, and 15, 2019, to hear from City staff, the applicant and to accept public testimony. The decision by the Council is based on the application, staff report and public testimony, both oral and written.*

2. *Based on the evidence contained in Case No's 18-03-AN, 18-01-CPM, 18-02-ZC, 18-04-S, 18-02-PUD, and D.A., this proposal generally complies with the Comprehensive Plan and City Code.*

Comment: *The Comp Plan has listed numerous goals for promoting and supporting a diverse and sustainable economy that will allow more Kuna residents to work in their community and encouraging a balance of land uses to ensure that Kuna remains desirable, stable and a self-sufficient community.*

3. *Based on the evidence contained in Case No's 18-03-AN, 18-01-CPM, 18-02-ZC, 18-04-S, 18-02-PUD, and D.A., this proposal generally complies with the City Code.*

Comment: *The applicant has submitted a complete application, and following staff review the application appears to be in general compliance with the design requirements, public improvement requirements, objectives and considerations listed in Kuna City Code Title 5 and Title 6.*

4. *Kuna's City Council has the authority to approve or deny Case No's 18-03-AN, 18-01-CPM, 18-02-ZC, 18-04-S, 18-02-PUD, and a DA.*

Comment: *On January 15, 2019, Council voted to approve Case No's 18-03-AN, 18-01-CPM, 18-02-ZC, 18-04-S, 18-02-PUD, and a DA.*

5. *The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.*

Comment: *Notices were mailed out to land owners within 450 FT of the proposed project site on December 21, 2018, and a legal notice was published in the Kuna Melba Newspaper on December 12, and 19, 2018. The applicant placed signs on the property on December 22, 2018.*

DATED: this 5th day of February, 2019.

ATTEST:

Chris Engels
 Chris Engels, Kuna City Clerk



Joe Stear

Joe Stear, Mayor
 Kuna City



J·U·B ENGINEERS, INC.

April 28, 2021

City of Kuna
 Planning & Zoning Dept
 751 W 4th Street
 Kuna, ID 83634

RE: Falcon Crest Subdivision No. 2 | Statement of Conformance | Final Plat Submittal

The final plat submittal package is enclosed for the proposed Falcon Crest Subdivision No. 2, located at South Coverdale Road in Section 22, Township 2 North, Range 1 East, Boise Meridian, Ada County, Kuna, Idaho. This development consists of approximately 16.940 acres. The subdivision includes 48 buildable lots and 9 common lots. The final plat is in substantial conformance with the specific conditions of approval outlined in the Findings of Fact and Conclusions of Law dated February 5, 2019, as described below:

1) Approvals from the Following Agencies:

- **City Engineer: Approved sewer, drainage, and grading plans signed 1/15/2021.**
- **Kuna Fire District: Fire flow requirements – Kuna Fire District will conduct a fire flow before final plat signature.**
- **Boise Project Board of Control – There are no facilities in this phase.**
- **ACHD – All roads in Falcon Crest Phase 2 are private.**

2) All public rights-of way shall be dedicated and constructed to standards of the City, Ada County Highway District, and Idaho Transportation Department. No public street construction may commence without the approval and permit from Ada County Highway District and/or Idaho Transportation Department. 2.1– At time of development and as necessary, dedicate right-of-way in sufficient amounts to follow City and ACHD standards and widths, except as otherwise approved through the PUD process.

Understood.

3) Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see KCC 6-4-2-W.

Understood.

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.

Understood.



J-U-B ENGINEERS, INC.

5) *When required, submit a petition to the City (as necessary, 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 over to the Kuna Municipal Pressure Irrigation system of the City (KMID).*

Understood.

6) *All street lighting within and for the site shall be LED lighting and must comply with Kuna City Code, except as otherwise approved through the PUD process.*

Understood.

7) *Parking within the site shall comply with Kuna City Code, unless approved otherwise through the PUD process.*

Understood.

8) *Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted). Perimeter fencing (and permit) is required prior to requesting final plat signatures from Kuna City Clerk and Engineer.*

Understood.

9) *All signage within/for the project shall comply with Kuna City Code and go through Design Review for those approvals.*

Understood.

10) *All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.*

Understood.

11) *The landowner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.*

Understood.

12) *The applicant's proposed landscape plan (dated 10.30.2018) shall be considered binding site plans, or as modified and approved through the proper process.*

Understood.

13) *The applicant's proposed preliminary plat (dated 5.18.2018) shall be considered binding site plans, or as modified and approved through the public hearing process.*

Understood.



J-U-B ENGINEERS, INC.

14) Applicant shall follow staff, City engineers and other agency recommended requirements as applicable.

Understood.

15) Developer/owner/applicant shall comply with all local, state, and federal laws.

Understood.

16) As a condition of rezoning, the Developer/Owner/Applicant shall enter into and be bound by that certain Development Agreement with the City entitled " City of Kuna/ M3 Builders, LLC/ Falcon Crest, LLC Development Agreement" draft dated 12-21-2018 as approved by the City Council in this Order.

Understood.

Please feel free to contact me at 208.376.7330 if you have any questions.

Sincerely,

J-U-B Engineers, Inc.

A handwritten signature in black ink, appearing to read "Wendy Shrief".

**Wendy Shrief
Land Development**



J-U-B ENGINEERS, INC.

J-U-B COMPANIES



THE
LANGDON
GROUP



GATEWAY
MAPPING
INC.

FALCON CREST SUBDIVISION No. 2
LEGAL DESCRIPTION

Those portions of the Northwest Quarter and the Southwest Quarter of Section 22, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County, Idaho, particularly described as follows:

COMMENCING at the southwest corner of said Section 22, from which the south quarter-corner of said Section 22 bears South 89°57'42" East, 2,660.56 feet; Thence along the south line of said Section 22, South 89°57'42" East, 48.00 feet; Thence departing from said south line and along the easterly right-of-way line of South Cloverdale Road as described in that Warranty Deed to the Ada County Highway District recorded under Instrument No. 108003131, Ada County Records, North 00°42'47" East, 2,186.37 feet to the northwest corner of Falcon Crest Subdivision No. 1 according to the official plat thereof filed in Book ____ of Plats at Pages _____ through _____, Ada County Records; Thence departing from said easterly right-of-way line and along the northerly boundary of said Falcon Crest Subdivision No. 1 the following four (4) courses:

- 1) S 89°17'33" E, 150.85 feet to the beginning of a non-tangent curve;
- 2) Along said non-tangent curve to the left an arc length of 182.17 feet, having a radius of 55.50 feet, a central angle of 188°04'05", a chord bearing of S 34°57'21" E and a chord length of 110.72 feet;
- 3) S 89°17'13" E, 129.58 feet;
- 4) N 00°42'47" E, 162.00 feet to the **POINT OF BEGINNING**;

Thence N 00°42'47" E, 205.00 feet departing from said Falcon Crest Subdivision No. 1;

Thence S 89°17'13" E, 14.00 feet;

Thence N 00°42'47" E, 120.00 feet;

Thence S 89°17'13" E, 648.00 feet;

Thence N 00°42'47" E, 126.13 feet;

Thence N 47°49'10" W, 53.23 feet to the beginning of a non-tangent curve;

Thence along said non-tangent curve to the left an arc length of 11.59 feet, having a radius of 122.50 feet, a central angle of 05°25'18", a chord bearing of N 39°28'11" E and a chord length of 11.59 feet;

Thence N 53°14'28" W, 45.00 feet;

Thence N 36°45'32" E, 96.30 feet;

Thence N 16°14'22" W, 26.53 feet to the beginning of a non-tangent curve;

Thence along said non-tangent curve to the right an arc length of 15.67 feet, having a radius of 2,955.00 feet, a central angle of 00°18'14", a chord bearing of N 64°22'21" W and a chord length of 15.67 feet;

Thence N 25°28'32" E, 181.92 feet;

Thence S 66°31'43" E, 32.90 feet;

Thence S 61°19'10" E, 506.16 feet;

Thence N 28°40'50" E, 11.20 feet;

FALCON CREST SUBDIVISION No. 2 / LEGAL DESCRIPTION

Page 1 of 2



J-U-B COMPANIES



THE LANGDON GROUP



GATEWAY MAPPING INC.

J-U-B ENGINEERS, INC.

Thence N 63°26'06" E, 48.80 feet;
 Thence N 79°22'49" E, 59.02 feet;
 Thence N 90°00'00" E, 83.01 feet;
 Thence S 50°05'28" E, 91.35 feet;
 Thence S 03°11'47" E, 2.95 feet;
 Thence S 39°54'32" W, 439.02 feet;
 Thence S 03°11'47" E, 314.30 feet;
 Thence N 89°57'42" W, 286.00 feet to the northeast corner of Lot 60 of said Falcon Crest Subdivision No.1;

Thence along the northeasterly and northerly boundary of said Falcon Crest Subdivision No. 1 the following thirteen (13) courses:

- 1) N 70°22'18" W, 10.00 feet to the beginning of a non-tangent curve;
- 2) Along said non-tangent curve to the right an arc length of 33.63 feet, having a radius of 95.00 feet, a central angle of 20°16'50", a chord bearing of N 29°46'07" E and a chord length of 33.45 feet;
- 3) N 50°05'28" W, 60.00 feet to the beginning of a non-tangent curve;
- 4) Along said non-tangent curve to the left an arc length of 24.79 feet, having a radius of 155.00 feet, a central angle of 09°09'43", a chord bearing of S 35°19'41" W and a chord length of 24.76 feet;
- 5) S 64°37'07" W, 31.70 feet;
- 6) N 77°48'40" W, 32.42 feet to the beginning of a curve;
- 7) Along said curve to the left an arc length of 26.01 feet, having a radius of 180.00 feet, a central angle of 08°16'41", a chord bearing of N 81°57'00" W and a chord length of 25.98 feet;
- 8) N 00°42'47" E, 115.28 feet;
- 9) N 89°17'13" W, 286.00 feet;
- 10) N 83°34'35" W, 100.50 feet;
- 11) N 89°17'13" W, 254.00 feet;
- 12) S 00°42'47" W, 45.00 feet;
- 13) N 89°17'13" W, 120.00 feet to the **POINT OF BEGINNING.**

The above-described parcel of land contains 14.83 acres, more or less.

END DESCRIPTION

This description was prepared by me or under my supervision.
 If any portion of this description is modified or removed without the written consent of Robert L. Kazarinoff, PLS, all professional liability associated with this document is hereby declared null and void.

 Robert L. Kazarinoff, PLS 16642

 Date



FALCON CREST SUBDIVISION No. 2 / LEGAL DESCRIPTION

VICINITY MAP Falcon Crest No. 2



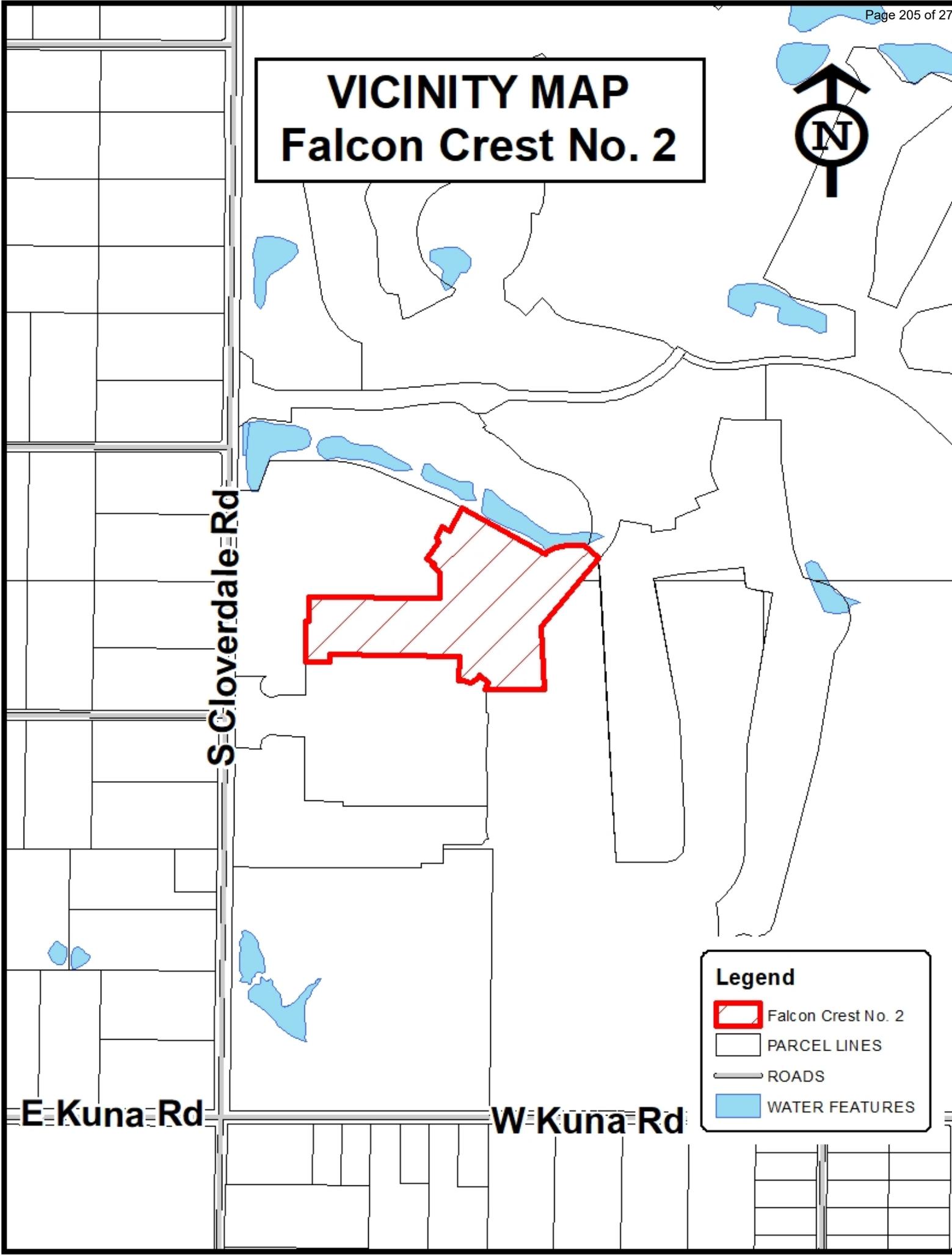
S Cloverdale Rd

E Kuna Rd

W Kuna Rd

Legend

-  Falcon Crest No. 2
-  PARCEL LINES
-  ROADS
-  WATER FEATURES



(h) Manager. To retain and pay for the services of a person or firm (the “**Manager**”), which may include Declarant or any affiliate of Declarant, to manage and operate VMC, including its property, to the extent deemed advisable by the Board. Additional personnel may be employed directly by VMC or may be furnished by the Manager. To the extent permitted by Applicable Law, the Board may delegate any other duties, powers and functions to the Manager. In addition, the Board may adopt transfer fees or any other fees associated with the provision of management services to VMC or the Members. **THE MEMBERS HEREBY RELEASE THE DECLARANT, VMC AND THE MEMBERS OF THE BOARD FROM LIABILITY FOR ANY OMISSION OR IMPROPER EXERCISE BY THE MANAGER OF ANY SUCH DUTY, POWER OR FUNCTION SO DELEGATED.**

(i) Property Services. To pay for water, sewer, garbage removal, street lights, landscaping, security, cable, utility or telecommunication services, gardening, private or public recreational facilities, easements, roads, roadways, rights-of-ways, signs, parks, parkways, median strips, sidewalks, paths, trails, ponds, canals, and lakes and all other utilities, services, repair and maintenance for any portion of the Subject Property, Common Area or Benefited Common Area.

(j) Other Services and Properties. To obtain and pay for any other property and services, and to pay any other taxes or assessments that VMC or the Board is required or permitted to secure or to pay for pursuant to Applicable Law or under the terms of the Documents or as determined by the Board.

(k) Construction on Common Area and Benefited Common Area. To construct new Improvements or additions to Common Area and Benefited Common Area, subject to the approval of the Board and the Declarant until expiration or termination of the Development Period.

(l) Contracts. To enter into Bulk Rate Contracts or other contracts or licenses with Declarant or any third party on such terms and provisions as the Board will determine, to operate and maintain any Common Area, Benefited Common Area, Improvement, or other property, or to provide any service, including but not limited to cable, utility, or telecommunication services, or perform any function on behalf of Declarant, the Board, VMC, or the Members. During the Development Period, all Bulk Rate Contracts must be approved in advance and in writing by the Declarant.

(m) Property Ownership. To acquire, own and dispose of all manner of real and personal property, including habitat, whether by grant, lease, easement, gift or otherwise. During the Development Period, all acquisitions and dispositions of VMC hereunder must be approved in advance and in writing by the Declarant.



Agency Notification

August 4, 2021

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

FILE NUMBER:	21-09-FP (Final Plat) <i>Falcon Crest No. 2</i>
PROJECT DESCRIPTION	Wendy Shrief of J-U-B Engineering, on behalf of her client M3 Companies, LLC, requests Final Plat Approval for the Falcon Crest No. 2 Subdivision. The project is approx. 14.63 acres, and is zoned R-6 (Medium Density Residential), and will consist of 48 single-family buildable lots and 9 (nine) common lots. The subject site is located near the northeast corner of the Cloverdale and Kuna Roads intersection (APN: S1422325400); Sec. 22, Township 2 North, Range 1 West, BM.
SITE LOCATION	The site is located near the northeast corner of Cloverdale and Kuna Roads intersection
REPRESENTATIVE	Wendy Shrief J-U-B Engineering 2760 W Excursion Lane, Suite 400 Meridian, ID 83642 208.376.7330 wshrief@jub.com
SCHEDULED HEARING DATE	Tuesday, August 17, 2021 6:00 P.M.
STAFF CONTACT	Troy Behunin Planner III 208.387.7729 TBehunin@kunaid.gov
<p>We have enclosed information to assist you with your consideration and response. <i>No response within 15 business days will indicate you have no objection or comments for this project.</i> We would appreciate any information as to how this action would affect the service(s) your agency provides; please contact staff with questions. <i>If your agency needs different plans or paper copies to review or if your agency requires additional time for review, please notify our office ASAP.</i> If a contact update is required for your agency, please notify our office who future packets should be sent to & include their email.</p>	



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

Catherine Feistner, E.I.T.
 Assistant Kuna City Engineer

Brady Barroso
 Engineering Technician I

FINAL PLAT MEMORANDUM

To: Jace Hellman - Planning and Zoning Director
From: Brady Barroso - Engineering Technician I
 Catherine Feistner - Assistant City Engineer
Date: 18 August 2021
RE: Public Works Comments
 Falcon Crest Subdivision No. 2 – 21-09-FP (Final Plat)

The Falcon Crest Subdivision No. 2, 21-09-FP, Final Plat request dated 4 August 2021 has been reviewed. This review is based on land use as allowed or permitted in a "R-6" zone. This application encompasses 14.63 acres. This application contains a total of 48 single-family residential lots and 9 common lots.

Comments may be expanded or refined in connection with the future land-use actions.

1) Property Description

- a) The applicant provided a cover letter.
- b) The applicant provided a final plat.

2) General

- a) The applicant provided engineering certification on all construction drawings.
- b) The applicant is expected to provide engineering certification on all record drawings.
- c) Provide final plat showing all modifications stemming from construction.

3) Inspection & Fees

- a) The inspection fees for City inspection of the construction of public water, and sewer associated with this development have been paid.

4) Sanitary Sewer Connection

- a) This project is in agreement with the sewer master plans.
- b) This project has previously reserved capacity in the Orchard Point Lift Station.

5) Potable Water Connection

- a) This project is in agreement with the water master plans.

6) Pressurized Irrigation

- a) This project is in agreement with the PI master plan

7) Grading and Storm Drainage

- a) Grading and drainage plans have been provided as part of the construction drawings.
- b) Verification that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties will be made within the final inspection process.
- c) The final inspection shall verify that slopes are not steeper than 3:1 on lot interiors and not steeper than 4:1 on the exterior or lots.
- d) Runoff from public right-of-way is regulated by ACHD. Satisfaction of this requirement shall be verified before final project acceptance.

8) Final Plat

- a) Comments may result from the final construction review.
 - (1) The final plat appears complete.
 - (2) Upon project completion, the final plat must be compared with the record construction drawings. All lot line adjustments, easements and similar items must be recorded on the final plat such that an accurate and truthful document results.

9) As-Built Drawings

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



EXECUTIVE SUMMARY

The purpose of the Kuna Neighborhood Bicycle and Pedestrian Plan is to identify community priorities for future bicycle and pedestrian projects within the planning area. Projects identified in this plan promote safe, effective, and convenient walking and biking for residents and visitors.

PUBLIC INPUT	TOP PRIORITY PROJECTS
<p>Outreach to Kuna Middle School Students Walking/Biking concerns in the Kuna area:</p> <ol style="list-style-type: none"> 1. Lack of sidewalks and bikeways that provide connectivity 2. Lack of destinations within walking/biking distance 3. Lack of enhanced crossings <p>Online Open House Top priorities and concerns from the public:</p> <ol style="list-style-type: none"> 1. Improve crossing at Avalon Street at Kay Avenue 2. Connect neighborhoods to key destinations (e.g., stores, schools) 3. Improve Swan Falls Road crossing over Indian Creek 	<ol style="list-style-type: none"> 1. Multi-Use Pathway: Deer Flat Road, Ten Mile Road / Deerhorn Avenue 2. Bike Lane: Ardell Road, Linder Road / Meridian Road 3. Crossing: Avalon Street / Kay Avenue 4. Sidewalk: Orchard Avenue, 4th Street / Avalon Street 5. Multi-Use Pathway: Swan Falls Road, Avalon Street / King Road

Project Process

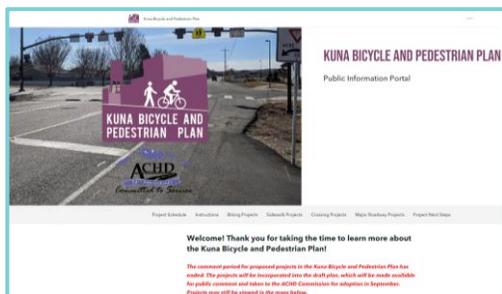




Table 4 - 1 Recommended Projects

Project ID	Project Type	Project Name ¹	Project Description ²	Priority
Bike Projects				
B-1	Bike	Ardell Road, Countryside Avenue / Linder Road	Install bikeway pavement markings and wayfinding signs along Ardell Road from Countryside Avenue to Linder Road. Install additional bicyclist and pedestrian enhancements as appropriate. Crossing to be installed at Blue Blossom Way (C-2) and Linder Road (C-12).	High
B-2	Bike	Ardell Road, Linder Road / Meridian Road	Install bike lanes along Ardell Road from Linder Road to Meridian Road. Install additional bicyclist and pedestrian enhancements as appropriate. Crossing to be installed at Linder Road (C-12).	High
B-3	Bike	Blue Blossom Way/Addax Avenue/Big Rack Avenue/Trophy Street/Deerhorn Avenue, Ardell Road / Deer Flat Road	Install bikeway pavement markings and wayfinding signs along Blue Blossom Way/Addax Avenue/Big Rack Avenue/Trophy Street/Deerhorn Avenue from Ardell Road to Deer Flat Road. Install additional bicyclist and pedestrian enhancements as appropriate. Crossings to be installed at Ardell Road (C-2) and Deer Flat Road (C-7).	Medium
B-4	Bike	Cerulean Drive/Shayla Avenue/Ardell Road, Thistle Drive / Ten Mile Road	Install bikeway pavement markings and wayfinding signs along Cerulean Drive/Shayla Avenue/Ardell Road from Thistle Drive to Ten Mile Road. Install additional bicyclist and pedestrian enhancements as appropriate. Crossing to be installed at Ten Mile Road (C-18).	Medium
B-5	Bike	Heartland Drive/Countryside Avenue, Ten Mile Road / Ardell Road	Install bikeway pavement markings and wayfinding signs along Heartland Drive/Countryside Avenue from Ten Mile Road to Ardell Road. Install additional bicyclist and pedestrian enhancements as appropriate.	Medium
B-6	Bike	Kay Avenue, Hubbard Road / Deer Flat Road	Install bike lanes along Kay Avenue from Hubbard Road to Deer Flat Road. Install additional bicyclist and pedestrian enhancements as appropriate. Crossing to be installed at Deer Flat Road (C-6).	High
B-7	Bike	Kay Avenue, Deer Flat Road / Avalon Street	Install bike lanes along Kay Avenue from Deer Flat Road to Avalon Street. Install additional bicyclist and pedestrian enhancements as appropriate. Crossings to be installed at Deer Flat Road (C-6) and Avalon Street (C-11).	High
B-8	Bike	Kelsan Avenue/Blue Blossom Way, Hubbard Road / Ardell Road	Install bikeway pavement markings and wayfinding signs along Kelsan Avenue/Blue Blossom Way from Hubbard Road to Ardell Road. Install additional bicyclist and pedestrian enhancements as appropriate. Crossings to be installed at Hubbard Road (C-9) and Ardell Road (C-2).	High
B-9	Bike	Luker Road, Stagecoach Way / King Road	Install bike lanes along Luker Road from Stagecoach Way to King Road. Install additional bicyclist and pedestrian enhancements as appropriate. Crossing to be installed at Sadie Creek Drive (C-14).	Low
B-10	Bike	Meadowsweet Avenue/Hedgerow Street, Nicholson Park / Ten Mile Road	Install bikeway pavement markings and wayfinding signs along Meadowsweet Avenue/Hedgerow Street from Nicholson Park to Ten Mile Road. Install additional bicyclist and pedestrian enhancements as appropriate.	Low
B-11	Bike	Sadie Creek Drive, Luker Road / Rumney Avenue	Install bikeway pavement markings and wayfinding signs along Sadie Creek Drive from Luker Road to Rumney Avenue. Install additional bicyclist and pedestrian enhancements as appropriate. Crossing to be installed at Luker Road (C-14).	Low
B-12	Bike	School Avenue, Ardell Road / Deer Flat Road	Install bike lanes along School Avenue from Ardell Road to Deer Flat Road. Install additional bicyclist and pedestrian enhancements as appropriate.	Medium
B-13	Bike	School Avenue, Avalon Street / King Road	Install bike lanes along School Avenue from Avalon Street to King Road. This project is included in the Integrated Five-Year Work Plan. Install additional bicyclist and pedestrian enhancements as appropriate. Crossing to be installed at Omphale Street (C-15).	IFYWP
B-14	Bike	School Avenue, Deer Flat Road / 4th Street	Install bike lanes along School Avenue from Deer Flat Road to 4th Street. This project is included in the Integrated Five-Year Work Plan. Install additional bicyclist and pedestrian enhancements as appropriate.	IFYWP
B-15	Bike	Shayla Avenue, Cerulean Drive / Deer Flat Road	Install bikeway pavement markings and wayfinding signs along Shayla Avenue from Cerulean Drive to Deer Flat Road. Install additional bicyclist and pedestrian enhancements as appropriate.	Medium
B-16	Bike	Sunbeam Street, School Avenue / Swan Falls Road	Install bike lanes along Sunbeam Street from School Avenue to Swan Falls Road. Install additional bicyclist and pedestrian enhancements as appropriate. Crossing to be installed at Jake Avenue (C-16).	Low



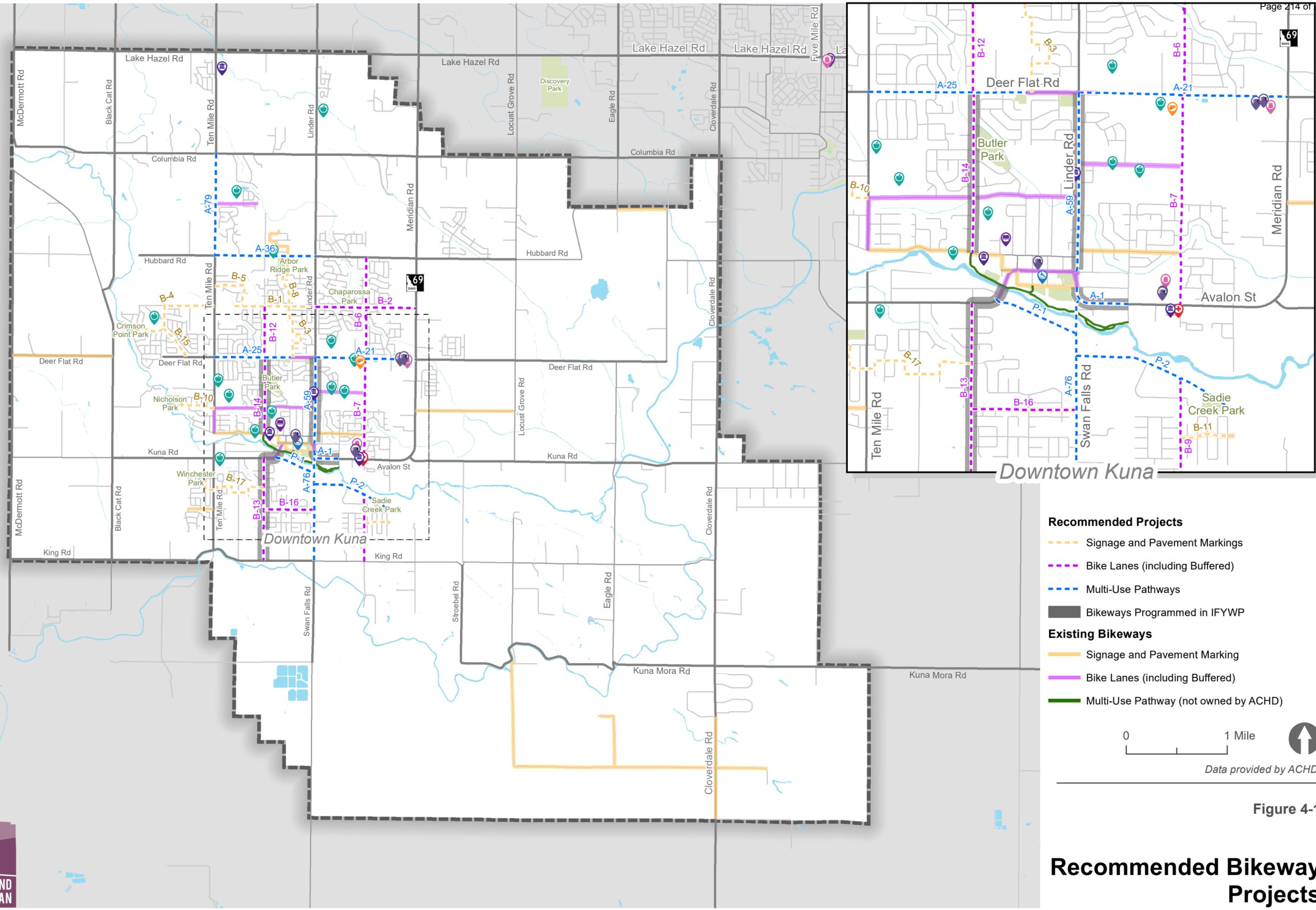
Project ID	Project Type	Project Name ¹	Project Description ²	Priority
B-17	Bike	Yukon Drive/Placerville Drive/Kerf Street/Penelope Street/Omphale Street, Winchester Park / School Avenue	Install bikeway pavement markings and wayfinding signs along Yukon Drive/Placerville Drive/Kerf Street/Penelope Street/Omphale Street from Winchester Park to School Avenue. Install additional bicyclist and pedestrian enhancements as appropriate. Crossings to be installed at School Avenue (C-15), Ash Avenue (C-3), and Ten Mile Road (C-19).	Medium
Multi-Use Pathway				
P-1	Multi-Use Pathway	Shortline Street, Avalon Street / Swan Falls Road	Install multi-use pathway along the north or south side of Shortline Street	High
P-2	Multi-Use Pathway	Stagecoach Way, Swan Falls Road / Sadie Creek Park	Install multi-use pathway along the north or south side of Stagecoach Way	Medium
Sidewalks				
S-1	Sidewalk	4th Street, N Avenue E / N Avenue A	Install sidewalk on the south side of 4th Street. Include pedestrian enhancements as appropriate.	High
S-2	Sidewalk	Ardell Road, Rubine Lane / Ten Mile Road	Fill in gaps in existing sidewalks along Ardell Road.	Low
S-3	Sidewalk	Ardell Road, Teed Lateral Canal / Linder Road	Fill in gaps in existing sidewalks along Ardell Road.	Low
S-4	Sidewalk	Ash Avenue, 200' South of Penelope Street / King Road	Install sidewalk on both sides of Ash Avenue.	Low
S-5	Sidewalk	Ash Avenue, Avalon Street / 200 feet South of Penelope Street	Fill in gaps in existing sidewalks along Ash Avenue. Include pedestrian enhancements as appropriate.	Medium
S-6	Sidewalk	E 4th Street, Linder Avenue / 170 feet West of Kay Street	Install sidewalk on the south side of E 4th Street. Include pedestrian enhancements as appropriate.	Medium
S-7	Sidewalk	Kay Avenue, Ardell Road / Deer Flat Road	Install sidewalk on both sides of Kay Avenue.	High
S-8	Sidewalk	Kay Avenue, Hubbard Road / Ardell Road	Install sidewalk on the west side of Kay Avenue.	Low
S-9	Sidewalk	Kay Avenue, Deer Flat Road / Limestone Street	Install sidewalk on the east side of Kay Avenue.	Medium
S-10	Sidewalk	Luker Road, Great Bear Street / King Road	Install sidewalk on the east side of Luker Road.	Low
S-11	Sidewalk	Main Street, N Avenue E / Bridge Avenue	Install sidewalk on the south side of Main Street.	High
S-12	Sidewalk	Meadow View Road, Meridian Road / Locust Grove Road	Install sidewalk on both sides of Meadow View Road.	Low
S-13	Sidewalk	N Avenue A, 2nd Street / Avenue A	Install sidewalk on both sides of N Avenue A. Include pedestrian enhancements to match the existing and proposed sidewalk.	High
S-14	Sidewalk	N Avenue B, 4th Street / 2nd Street	Fill in gaps in existing sidewalks along N Avenue B. This project is included in the Integrated Five-Year Work Plan. Include pedestrian enhancements to match the existing and proposed sidewalk.	IFYWP
S-15	Sidewalk	N Avenue C, 4th Street / 2nd Street	Fill in gaps in existing sidewalks along N Avenue C. This project is included in the Integrated Five-Year Work Plan. Include pedestrian enhancements to match the existing and proposed sidewalk.	IFYWP
S-16	Sidewalk	N Avenue D, 4th Street / 2nd Street	Install sidewalk on the west side of N Avenue D. This project is included in the Integrated Five-Year Work Plan. Include pedestrian enhancements to match the existing and proposed sidewalk.	IFYWP
S-17	Sidewalk	Orchard Avenue, E 4th Street / Avalon Street	Install sidewalk on both sides of Orchard Avenue.	High
S-18	Sidewalk	Sailer Place, Avalon Street / Odyssey Street	Install sidewalk on both sides of Sailer Place.	Low
S-19	Sidewalk	School Avenue, Ardell Road / Deer Flat Road	Install sidewalk on the east side of School Avenue.	Low
S-20	Sidewalk	School Avenue, Avalon Street / King Road	Fill in gaps in existing sidewalks along School Avenue. This project is included in the Integrated Five-Year Work Plan.	IFYWP
S-21	Sidewalk	Shayla Avenue, Ardell Road / Henna Street	Install sidewalk on the west side of Shayla Avenue.	Medium
S-22	Sidewalk	Sunbeam Street, School Avenue / Jake Avenue	Install sidewalk on the north side of Sunbeam Street.	Low
Crossings				
C-1	Crossing	4th Street / Orchard Avenue	Install pedestrian crossing enhancements to existing crossing.	Low



Project ID	Project Type	Project Name ¹	Project Description ²	Priority
C-2	Crossing	Ardell Road / Blue Blossom Way	Install marked crosswalk with appropriate bike/pedestrian enhancements and flashing beacons.	Low
C-3	Crossing	Ash Avenue / Penelope Street	Install marked crosswalk with appropriate bike/pedestrian enhancements.	Low
C-4	Crossing	Avalon St / Orchard Ave	Install marked crosswalk with appropriate bike/pedestrian enhancements and full bike/pedestrian signal or pedestrian hybrid beacon. This project is included in the Integrated Five-Year Work Plan.	IFYWP
C-5	Crossing	Avalon Street / Kay Ave	Install marked crosswalk with appropriate bike/pedestrian enhancements and full bike/pedestrian signal or pedestrian hybrid beacon. This intersection will likely be signalized in the future.	High
C-6	Crossing	Bridge Avenue / Shortline Street	Install marked crosswalk with appropriate bike/pedestrian enhancements and flashing beacons.	High
C-7	Crossing	Deer Flat Rd / Kay Ave	Install marked crosswalk with appropriate bike/pedestrian enhancements and full bike/pedestrian signal or pedestrian hybrid beacon. This intersection may be a roundabout or signalized in the future.	High
C-8	Crossing	Deer Flat Road / Deerhorn Avenue	Install marked crosswalk with appropriate bike/pedestrian enhancements and flashing beacons.	High
C-9	Crossing	Deer Flat Road / Sailer Way	Install marked crosswalk with appropriate bike/pedestrian enhancements and full bike/pedestrian signal or pedestrian hybrid beacon.	High
C-10	Crossing	Hubbard Rd / Kelsan Ave	Install marked crosswalk with appropriate bike/pedestrian enhancements and full bike/pedestrian signal or pedestrian hybrid beacon.	High
C-11	Crossing	Hubbard Rd / Saratov Ave	Install marked crosswalk with appropriate bike/pedestrian enhancements and full bike/pedestrian signal or pedestrian hybrid beacon.	Medium
C-12	Crossing	Linder Rd / Ardell Rd	Install marked crosswalk with appropriate bike/pedestrian enhancements and flashing beacons.	Medium
C-13	Crossing	Linder Rd / Porter Rd	Install marked crosswalk with appropriate bike/pedestrian enhancements.	IFYWP
C-14	Crossing	Luker Road / Sadie Creek Drive	Install marked crosswalk with appropriate bike/pedestrian enhancements and flashing beacons.	Medium
C-15	Crossing	School Ave / Omphale St	Install marked crosswalk with appropriate bike/pedestrian enhancements.	Low
C-16	Crossing	Sunbeam Street / Jake Avenue	Install marked crosswalk with appropriate bike/pedestrian enhancements.	Low
C-17	Crossing	Swan Falls Rd / Stagecoach Way	Install marked crosswalk with appropriate bike/pedestrian enhancements and flashing beacons.	Low
C-18	Crossing	Ten Mile Rd / Ardell Rd	Install marked crosswalk with appropriate bike/pedestrian enhancements and full bike/pedestrian signal or pedestrian hybrid beacon.	Medium
C-19	Crossing	Ten Mile Road / Placerville Drive	Install marked crosswalk with appropriate bike/pedestrian enhancements.	Medium
C-20	Crossing	Ten Mile Road / Segoe Prairie Street	Install marked crosswalk with appropriate bike/pedestrian enhancements and flashing beacons.	Medium

¹Crossing Project Name = "Major Roadway / Minor Roadway"; crossing facilities cross major roadway at or near the minor roadway location.

²Bike/Pedestrian Enhancements: Additional components of the bike/pedestrian treatments that aim to improve safety and comfort for pedestrians and bicyclists (e.g., bulb-outs/curb extensions)



Recommended Projects

- Signage and Pavement Markings
- Bike Lanes (including Buffered)
- Multi-Use Pathways
- Bikeways Programmed in IFYWP

Existing Bikeways

- Signage and Pavement Marking
- Bike Lanes (including Buffered)
- Multi-Use Pathway (not owned by ACHD)

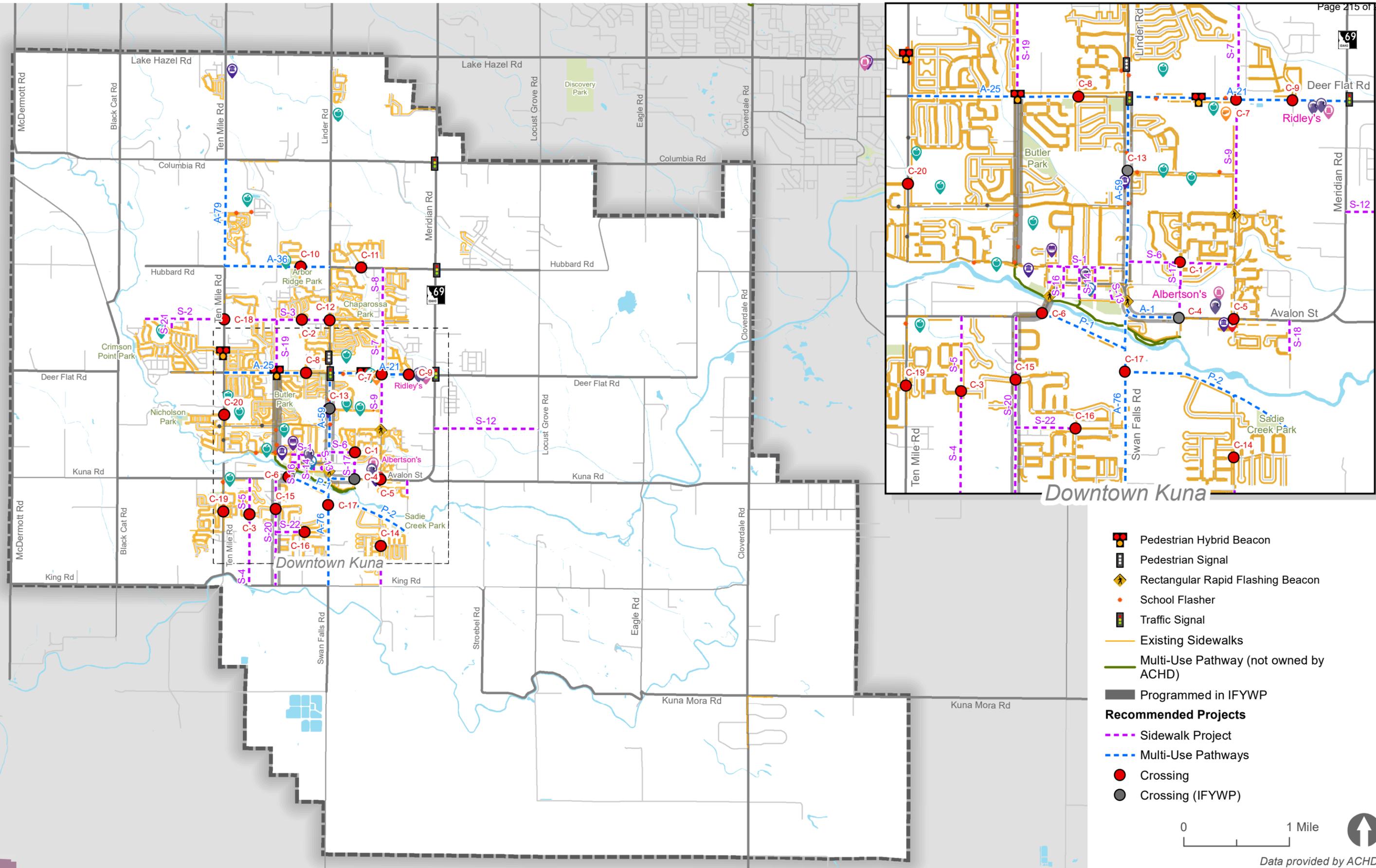


Data provided by ACHD.

Figure 4-1

Recommended Bikeway Projects





- Pedestrian Hybrid Beacon
- Pedestrian Signal
- Rectangular Rapid Flashing Beacon
- School Flasher
- Traffic Signal
- Existing Sidewalks
- Multi-Use Pathway (not owned by ACHD)
- Programmed in IFYWP
- Recommended Projects**
- Sidewalk Project
- Multi-Use Pathways
- Crossing
- Crossing (IFYWP)

0 1 Mile

Data provided by ACHD.

Figure 4-2
**Recommended
 Pedestrian Projects**





Table 4 - 2 Recommended Major Roadway Projects

Project ID	Project Type	Project Name	Project Description ¹	Priority ²
Major Roadway Projects – Prioritized				
A-1	Multi-Use Pathway	Avalon Street, 2nd Street / Orchard Avenue	Install a multi-use pathway along the south side of Avalon Street. A project is included in the Integrated Five-Year Work Plan to construct a multi-use path on the north side of Avalon Street.	High
A-21	Multi-Use Pathway	Deer Flat Road, Linder Road / Meridian Road	Install multi-use pathways along both sides of Deer Flat Road. Installation of temporary bike/pedestrian facilities is recommended. This project is included in the 2020 Capital Improvement Plan (Project ID 300).	High
A-25	Multi-Use Pathway	Deer Flat Road, Ten Mile Road / Deerrhorn Avenue	Install multi-use pathways along both sides of Deer Flat Road. Installation of temporary bike/pedestrian facilities is recommended.	High
A-36	Multi-Use Pathway	Hubbard Road, Ten Mile Road / Linder Road	Install multi-use pathways along both sides of Hubbard Road. Installation of temporary bike/pedestrian facilities is recommended.	High
A-59	Multi-Use Pathway	Linder Road, Deer Flat Road / 4th Street	Install multi-use pathways along both sides of Linder Road. Installation of temporary bike/pedestrian facilities is recommended. This project is included in the Integrated Five-Year Work Plan and includes a crossing at Porter Street (C-13).	IFYWP
A-76	Multi-Use Pathway	Swan Falls Road, Avalon Street / King Road	Install multi-use pathways along both sides of Swan Falls Road. Installation of temporary bike/pedestrian facilities is recommended. Additional study of the Indian Creek crossing will be necessary.	High
A-79	Multi-Use Pathway	Ten Mile Road, Columbia Road / Hubbard Road	Install multi-use pathways along both sides of Ten Mile Road. Installation of temporary bike/pedestrian facilities is recommended. This project is included in the 2020 Capital Improvement Plan (Project ID 1270).	Medium
Major Roadway Projects – Not Prioritized				
A-2	Multi-Use Pathway	Avalon Street, Ten Mile Road / Shortline Street	Install multi-use pathways along both sides of Avalon Street.	
A-3	Multi-Use Pathway	Black Cat Road, Columbia Road / Greenhurst Road	Install multi-use pathways along both sides of Black Cat Road.	
A-4	Multi-Use Pathway	Black Cat Road, Deer Flat Road / Kuna Road	Install multi-use pathways along both sides of Black Cat Road.	
A-5	Multi-Use Pathway	Black Cat Road, Kuna Road / King Road	Install multi-use pathways along both sides of Black Cat Road.	
A-6	Multi-Use Pathway	Black Cat Road, Lake Hazel Road / Columbia Road	Install multi-use pathways along both sides of Black Cat Road.	
A-7	Multi-Use Pathway	Cloverdale Road, Columbia Road / Hubbard Road	Install multi-use pathways along both sides of Cloverdale Road. This project is included in the 2020 Capital Improvement Plan (Project ID 240).	
A-8	Multi-Use Pathway	Cloverdale Road, Deer Flat Road / Kuna Road	Install multi-use pathways along both sides of Cloverdale Road. This project is included in the 2020 Capital Improvement Plan (Project ID 220).	
A-9	Multi-Use Pathway	Cloverdale Road, Hubbard Road / Deer Flat Road	Install multi-use pathways along both sides of Cloverdale Road. This project is included in the 2020 Capital Improvement Plan (Project ID 230).	
A-10	Multi-Use Pathway	Cloverdale Road, King Road / Kuna Mora Road	Install multi-use pathways along both sides of Cloverdale Road.	
A-11	Multi-Use Pathway	Cloverdale Road, Kuna Mora Road / Barker Road	Install multi-use pathways along both sides of Cloverdale Road.	
A-12	Multi-Use Pathway	Cloverdale Road, Kuna Road / King Road	Install multi-use pathways along both sides of Cloverdale Road.	
A-13	Multi-Use Pathway	Columbia Road, Black Cat Road / Ten Mile Road	Install multi-use pathways along both sides of Columbia Road.	
A-14	Multi-Use Pathway	Columbia Road, Linder Road / Meridian Road	Install multi-use pathways along both sides of Columbia Road.	
A-15	Multi-Use Pathway	Columbia Road, Locust Grove Road / Shoemaker Lane	Install multi-use pathways along both sides of Columbia Road.	
A-16	Multi-Use Pathway	Columbia Road, McDermott Road / Columbia Road	Install multi-use pathways along both sides of Columbia Road.	
A-17	Multi-Use Pathway	Columbia Road, Meridian Road / Locust Grove Road	Install multi-use pathways along both sides of Columbia Road.	
A-18	Multi-Use Pathway	Columbia Road, Stewart Road / Cloverdale Road	Install multi-use pathways along both sides of Columbia Road.	



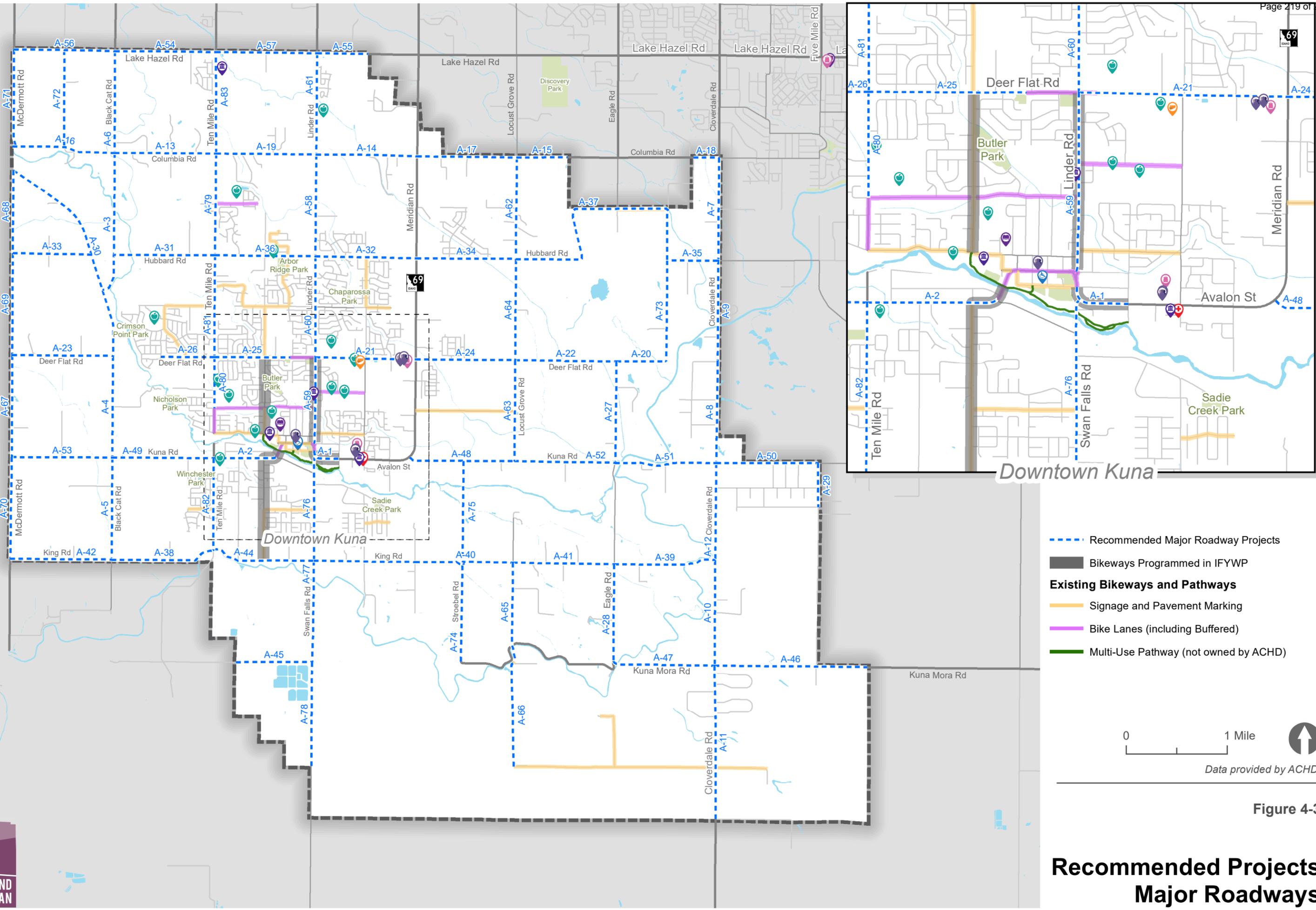
Project ID	Project Type	Project Name	Project Description ¹	Priority ²
A-19	Multi-Use Pathway	Columbia Road, Ten Mile Road / Linder Road	Install multi-use pathways along both sides of Columbia Road.	
A-20	Multi-Use Pathway	Deer Flat Road, Eagle Road / Stewart Road	Install multi-use pathways along both sides of Deer Flat Road. This project is included in the 2020 Capital Improvement Plan (Project ID 330).	
A-22	Multi-Use Pathway	Deer Flat Road, Locust Grove Road / Eagle Road	Install multi-use pathways along both sides of Deer Flat Road. This project is included in the 2020 Capital Improvement Plan (Project ID 320).	
A-23	Multi-Use Pathway	Deer Flat Road, McDermott Road / Black Cat Road	Install multi-use pathways along both sides of Deer Flat Road.	
A-24	Multi-Use Pathway	Deer Flat Road, Meridian Road / Locust Grove Road	Install multi-use pathways along both sides of Deer Flat Road. This project is included in the 2020 Capital Improvement Plan (Project ID 310).	
A-26	Multi-Use Pathway	Deer Flat Road, Veridian Avenue / Ten Mile Road	Install multi-use pathways along both sides of Deer Flat Road.	
A-27	Multi-Use Pathway	Eagle Road, Deer Flat Road / Kuna Road	Install multi-use pathways along both sides of Eagle Road.	
A-28	Multi-Use Pathway	Eagle Road, King Road / Kuna Mora Road	Install multi-use pathways along both sides of Eagle Road.	
A-29	Multi-Use Pathway	Five Mile Road, Kuna Road / Gila Drive	Install multi-use pathways along both sides of Five Mile Road.	
A-30	Multi-Use Pathway	Greenhurst Road/Black Cat Road, McDermott Road / Deer Flat Road	Install multi-use pathways along both sides of Greenhurst Road/Black Cat Road.	
A-31	Multi-Use Pathway	Hubbard Road, Black Cat Road / Ten Mile Road	Install multi-use pathways along both sides of Hubbard Road.	
A-32	Multi-Use Pathway	Hubbard Road, Linder Road / Meridian Road	Install multi-use pathways along both sides of Hubbard Road.	
A-33	Multi-Use Pathway	Hubbard Road, McDermott Road / Greenhurst Road	Install multi-use pathways along both sides of Hubbard Road.	
A-34	Multi-Use Pathway	Hubbard Road, Meridian Road / Locust Grove Road	Install multi-use pathways along both sides of Hubbard Road. This project is included in the 2020 Capital Improvement Plan (Project ID 630).	
A-35	Multi-Use Pathway	Hubbard Road, Stewart Road / Cloverdale Road	Install multi-use pathways along both sides of Hubbard Road.	
A-37	Multi-Use Pathway	Hubbard Road/Stewart Road, Locust Grove Road / Hubbard Road	Install multi-use pathways along both sides of Hubbard Road/Stewart Road.	
A-38	Multi-Use Pathway	King Road, Black Cat Road / Ten Mile Road	Install multi-use pathways along both sides of King Road.	
A-39	Multi-Use Pathway	King Road, Eagle Road / Cloverdale Road	Install multi-use pathways along both sides of King Road.	
A-40	Multi-Use Pathway	King Road, Kuna-Meridian Road / Locust Grove Road	Install multi-use pathways along both sides of King Road. This project is included in the 2020 Capital Improvement Plan (Project ID 650).	
A-41	Multi-Use Pathway	King Road, Locust Grove Road / Eagle Road	Install multi-use pathways along both sides of King Road. This project is included in the 2020 Capital Improvement Plan (Project ID 660).	
A-42	Multi-Use Pathway	King Road, McDermott Road / Black Cat Road	Install multi-use pathways along both sides of King Road.	
A-43	Multi-Use Pathway	King Road, Swan Falls Road / Kuna-Meridian Road	Install multi-use pathways along both sides of King Road. This project is included in the 2020 Capital Improvement Plan (Project ID 640).	
A-44	Multi-Use Pathway	King Road, Ten Mile Road / Swan Falls Road	Install multi-use pathways along both sides of King Road.	
A-45	Multi-Use Pathway	Kuna Mora Road, 1400 feet East of Ten Mile Road / Swan Falls Road	Install multi-use pathways along both sides of Kuna Mora Road.	
A-46	Multi-Use Pathway	Kuna Mora Road, Cloverdale Road / 1/2 Mile East of Five Mile Road	Install multi-use pathways along both sides of Kuna Mora Road.	
A-47	Multi-Use Pathway	Kuna Mora Road, Eagle Road / Cloverdale Road	Install multi-use pathways along both sides of Kuna Mora Road.	
A-48	Multi-Use Pathway	Kuna Road, Avalon Road / Locust Grove Road	Install multi-use pathways along both sides of Kuna Road.	
A-49	Multi-Use Pathway	Kuna Road, Black Cat Road / Ten Mile Road	Install multi-use pathways along both sides of Kuna Road.	
A-50	Multi-Use Pathway	Kuna Road, Cloverdale Road / Five Mile Road	Install multi-use pathways along both sides of Kuna Road.	
A-51	Multi-Use Pathway	Kuna Road, Eagle Road / Cloverdale Road	Install multi-use pathways along both sides of Kuna Road.	
A-52	Multi-Use Pathway	Kuna Road, Locust Grove Road / Eagle Road	Install multi-use pathways along both sides of Kuna Road.	
A-53	Multi-Use Pathway	Kuna Road, McDermott Road / Black Cat Road	Install multi-use pathways along both sides of Kuna Road.	



Project ID	Project Type	Project Name	Project Description ¹	Priority ²
A-54	Multi-Use Pathway	Lake Hazel Road, Black Cat Road / Ten Mile Road	Install multi-use pathways along both sides of Lake Hazel Road.	
A-55	Multi-Use Pathway	Lake Hazel Road, Linder Road / 600' West of Cochrane Dr	Install multi-use pathways along both sides of Lake Hazel Road. This project is included in the 2020 Capital Improvement Plan (Project ID 670).	
A-56	Multi-Use Pathway	Lake Hazel Road, McDermott Road / Black Cat Road	Install multi-use pathways along both sides of Lake Hazel Road.	
A-57	Multi-Use Pathway	Lake Hazel Road, Ten Mile Road / Linder Road	Install multi-use pathways along both sides of Lake Hazel Road.	
A-58	Multi-Use Pathway	Linder Road, Columbia Road / Hubbard Road	Install multi-use pathways along both sides of Linder Road.	
A-60	Multi-Use Pathway	Linder Road, Hubbard Road / Deer Flat Road	Install multi-use pathways along both sides of Linder Road.	
A-61	Multi-Use Pathway	Linder Road, Lake Hazel Road / Columbia Road	Install multi-use pathways along both sides of Linder Road.	
A-62	Multi-Use Pathway	Locust Grove Road, Columbia Road / Hubbard Road	Install multi-use pathways along both sides of Locust Grove Road.	
A-63	Multi-Use Pathway	Locust Grove Road, Deer Flat Road / Kuna Road	Install multi-use pathways along both sides of Locust Grove Road.	
A-64	Multi-Use Pathway	Locust Grove Road, Hubbard Road / Deer Flat Road	Install multi-use pathways along both sides of Locust Grove Road.	
A-65	Multi-Use Pathway	Locust Grove Road, King Road / Lava Lane	Install multi-use pathways along both sides of Locust Grove Road.	
A-66	Multi-Use Pathway	Locust Grove Road, Lava Lane / Barker Road	Install multi-use pathways along both sides of Locust Grove Road.	
A-67	Multi-Use Pathway	McDermott Road, Deer Flat Road / Kuna Road	Install multi-use pathways along both sides of McDermott Road.	
A-68	Multi-Use Pathway	McDermott Road, Greenhurst Road / Hubbard Road	Install multi-use pathways along both sides of McDermott Road.	
A-69	Multi-Use Pathway	McDermott Road, Hubbard Road / Deer Flat Road	Install multi-use pathways along both sides of McDermott Road.	
A-70	Multi-Use Pathway	McDermott Road, Kuna Road / King Road	Install multi-use pathways along both sides of McDermott Road.	
A-71	Multi-Use Pathway	McDermott Road, Lake Hazel Road / Columbia Road	Install multi-use pathways along both sides of McDermott Road.	
A-72	Multi-Use Pathway	Ridgeview Road, Lake Hazel Road / Columbia Road	Install multi-use pathways along both sides of Ridgeview Road.	
A-73	Multi-Use Pathway	Stewart Road, Hubbard Road / Deer Flat Road	Install multi-use pathways along both sides of Stewart Road.	
A-74	Multi-Use Pathway	Stroebel Road, King Road / Kuna Mora Road	Install multi-use pathways along both sides of Stroebel Road.	
A-75	Multi-Use Pathway	Stroebel Road, Kuna Road / King Road	Install multi-use pathways along both sides of Stroebel Road.	
A-77	Multi-Use Pathway	Swan Falls Road, King Road / Kuna Mora Road	Install multi-use pathways along both sides of Swan Falls Road.	
A-78	Multi-Use Pathway	Swan Falls Road, Kuna Mora Road / 1 Mile South of Kuna Mora Road	Install multi-use pathways along both sides of Swan Falls Road.	
A-80	Multi-Use Pathway	Ten Mile Road, Deer Flat Road / Boise Street	Install multi-use pathways along both sides of Ten Mile Road.	
A-81	Multi-Use Pathway	Ten Mile Road, Hubbard Road / Deer Flat Road	Install multi-use pathways along both sides of Ten Mile Road. This project is included in the 2020 Capital Improvement Plan (Project ID 1260).	
A-82	Multi-Use Pathway	Ten Mile Road, Kuna Road / King Road	Install multi-use pathways along both sides of Ten Mile Road.	
A-83	Multi-Use Pathway	Ten Mile Road, Lake Hazel Road / Columbia Road	Install multi-use pathways along both sides of Ten Mile Road. This project is included in the 2020 Capital Improvement Plan (Project ID 1280).	

¹Examples of temporary installments can be found in **Appendix D**.

²Priority: Only major roadway projects that received a high amount of public feedback were prioritized. Projects on arterial roadways are typically built through ACHD's Capital Improvement Plan (CIP) process.



**Recommended Projects
Major Roadways**

Figure 4-3



Working together to plan for the future

Date: September 7, 2021

Topic: COMPASS Fiscal Impact Tool

Summary:

The Community Planning Association of Southwest Idaho (COMPASS) is the forum for regional collaboration in southwest Idaho that helps maintain a healthy and economically vibrant region, offering people choices in how and where they live, work, play, and travel. The agency serves as the metropolitan planning organization for Ada and Canyon Counties, and as such, has primary responsibility for developing the long-range transportation plan for the region and prioritizing and budgeting federal transportation infrastructure funding.

The COMPASS Board of Directors is comprised of local elected officials from throughout the region, including Mayor Stear. The Board of Directors tasked COMPASS with developing a tool to help local governments determine how different locations and types of growth impact local budgets. To that end, COMPASS hired Tischler Bise to help develop a fiscal impact analysis tool (FIT).

Fiscal impact analyses estimate public revenues and expenditures associated with development proposals and land use scenarios. The COMPASS FIT calculates the difference in revenues and costs by type of land use and geographic area. The tool determines revenues by considering tax rates and calculates fees based on land use "prototypes" for residential and non-residential development and representative real estate values. In addition, it computes the impact of new development on the public capital and operating expenses of public education (K-12), transportation infrastructure, public safety and emergency services, public parks, and more.

On June 21, 2021, the COMPASS Board of Directors adopted the COMPASS Fiscal Impact Tool Use Policy to establish how and when COMPASS will use the FIT as a member service. The policy identifies the analysis triggers for applying the FIT and establishes how COMPASS will report results. It also establishes COMPASS member agency use through a web-based interface.

COMPASS hosted FIT training for member agency staff in June 2021 and will conduct a final FIT training later this fall. This training is essential for member agency staff to understand the FIT, how to input data, and how to interpret results of the tool.

This tool will enable COMPASS and its member agencies to quantify the fiscal impact of land use, demographic, budgetary, and policy decisions. In the September 7, 2021, City Council meeting, COMPASS Principal Planner Carl Miller will introduce the FIT and how it can be used in the City of Kuna to provide additional information to help inform future decision-making.

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COMPASS Fiscal Impact Tool (FIT)

Carl Miller, AICP CTP, PMP, Principal Planner

Can You Answer the Following?

Can the city afford the services needed for new proposed subdivisions?

Is your comprehensive plan financially viable?

What is the financial impact of House Bill 389?

Can you answer any of these questions right now?

Today's Topic

COMPASS

Intro to Fiscal Impact

COMPASS Fiscal Impact Tool

Fiscal Impact Reporting

House Bill 389

Q&A



C O M P A S S

COMMUNITY PLANNING ASSOCIATION

of Southwest Idaho

INTRODUCTION TO FISCAL IMPACT

What is Fiscal Impact?



Services Evaluated



Transportation



Schools



Safety and Emergency Services



Parks and Recreation



Administration and Much More...

What it is NOT

Economic Impact Tool

- Not jobs created
- Spillover effect

More than a Model or Tool

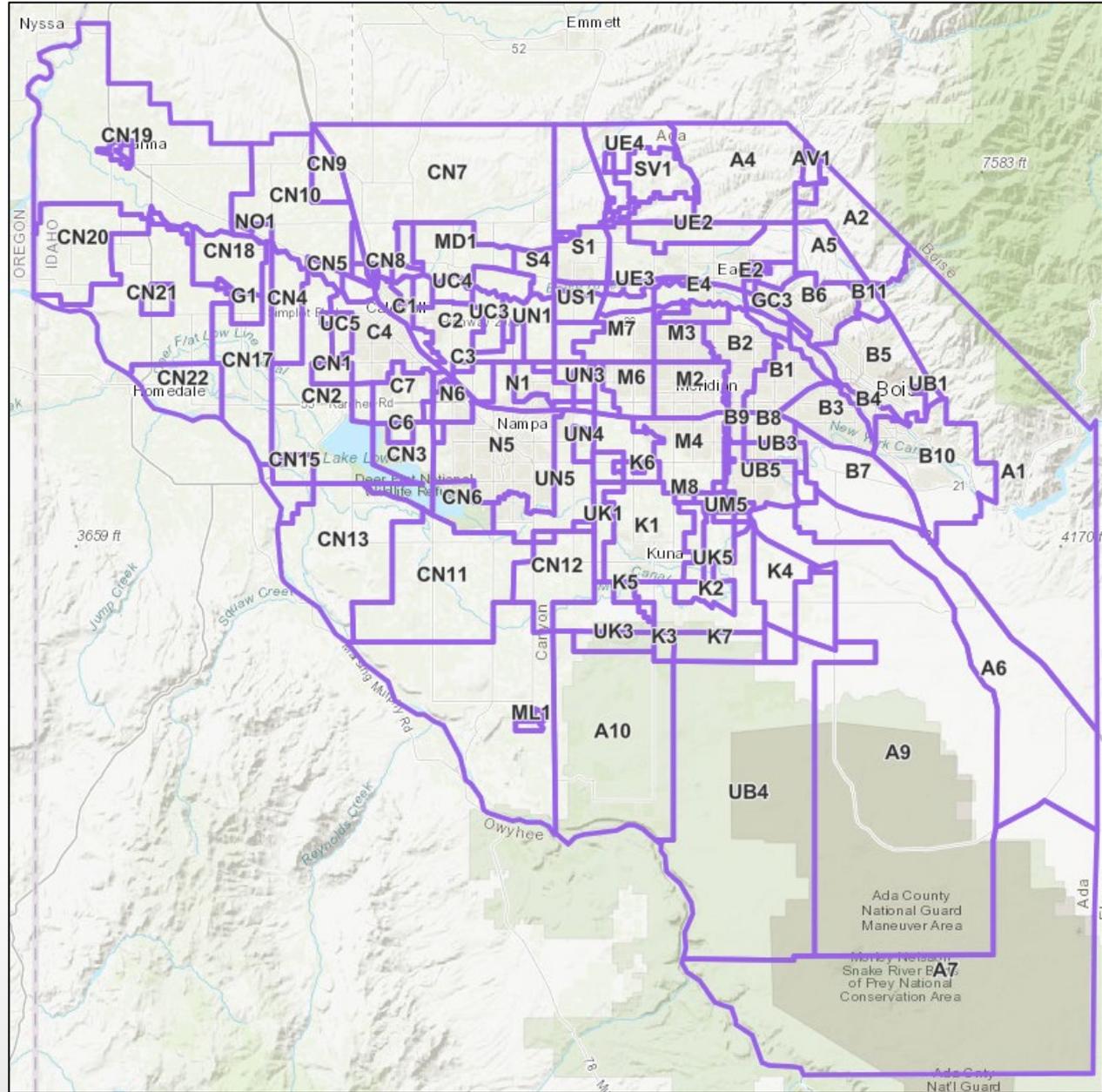
- Assumptions
- GIGO

The “End All Be All”

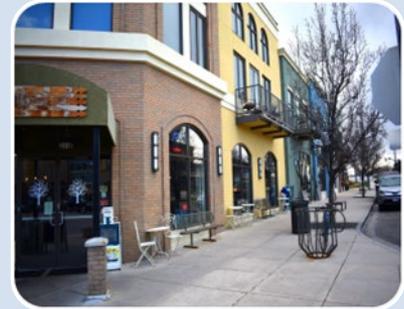
- One of many factors

FISCAL IMPACT SCENARIOS

Fiscal Impact Subarea Map



Scenario Inputs



Single-family Residential Types
• 3 Types

Multi-family Residential
• 5 Types

Employment Types
• 15 Types

Mixed-Use

Represents 95% of development types

Demographic Profiles

Single Family Detached	Persons per Housing Unit [1]	Students per Housing Unit [2]	Vehicle Miles Traveled [3]	Law Enforcement Calls [4]	Fire/EMS Calls [5]
<\$200,000	3.40	0.72	50.25	0.46	0.14
\$200k-\$300k	3.20	0.68	47.29	0.43	0.13
\$300k-\$400k	3.00	0.64	44.33	0.40	0.13
\$400k-\$500k	2.80	0.59	41.38	0.38	0.12
\$500k-\$600k	2.60	0.55	38.42	0.35	0.11
\$600k+	2.40	0.51	35.47	0.32	0.10

[1] Source: COMPASS analysis of U.S. ACS Survey 5-Year Estimates Data, 2017. The average PPHU is set to the average valued home (shaded in blue). Based on analysis of Public Use Microdata for the region, an increase of \$100,000 in home value decreases SF household size by .20. Urban land uses will have household size reduced by 15%.

[2] Source: U.S. Census American Community Survey, 5-Year Estimate, 2017. The average student generation rate is set to the average value home, other values are scaled based on household size.

[3] Source: Trip Generation, Institute of Transportation Engineers, 10th Edition (2017); 2012 COMPASS Regional Household Travel Survey. Urban land uses receive a 29% trip reduction for internal trip capture.

[4] Local call data is not available. City of Meridian Police Department data is used in lieu of local data. The average call rate is set to the average value home, other values are scaled based on household size.

[5] Local call data is not available. Call data for the City of Star is used in lieu of local data. Source: City of Boise Fire Department has access to Ada County fire/ems database. The average call rate is set to the average value home, other values are scaled based on household size.

FISCAL IMPACT REPORTING

Reporting Table

B	C	D	E	F
City Impacts	<i>Base Year</i>	1	2	3
City Revenue	\$0	\$174,957	\$18,757	\$18,757
City Operating Costs	\$0	(\$18,388)	(\$10,863)	(\$10,863)
City Capital Costs	\$0	(\$6,001)	\$0	\$0
Cumulative Net Fiscal Impact	\$0	\$150,567	\$158,461	\$166,354
Annual Fiscal Impact		\$150,567	\$7,893	\$7,893
County Impacts				
County Revenue	\$0	\$18,877	\$13,187	\$13,187
County Operating Costs	\$0	(\$23,035)	(\$11,903)	(\$11,903)
County Capital Costs	\$0	(\$18,276)	\$0	\$0
Cumulative Net Fiscal Impact	\$0	(\$22,433)	(\$21,149)	(\$19,866)
Annual Fiscal Impact		(\$22,433)	\$1,284	\$1,284
School Impacts				
School Revenue	\$0	\$20,424	\$20,424	\$20,424
School Operating Costs	\$0	\$0	\$0	\$0
School Capital Costs	\$0	\$0	\$0	\$0
Cumulative Net Fiscal Impact	\$0	\$20,424	\$40,849	\$61,273
Annual Fiscal Impact		\$20,424	\$20,424	\$20,424
Highway Impacts				
Highway Revenue	\$0	\$136,903	\$3,959	\$3,959
Highway Operating Costs	\$0	(\$63)	(\$63)	(\$63)
Highway Capital Costs	\$0	(\$175,379)	\$0	\$0
Cumulative Net Fiscal Impact	\$0	(\$38,540)	(\$34,645)	(\$30,750)
Annual Fiscal Impact		(\$38,540)	\$3,895	\$3,895
VRT Impacts				
VRT Revenue	\$0	\$215	\$215	\$215
VRT Operating Costs	\$0	(\$196)	(\$196)	(\$196)
VRT Capital Costs	\$0	(\$52)	\$0	\$0
Cumulative Net Fiscal Impact	\$0	(\$33)	(\$14)	\$5
Annual Fiscal Impact		(\$33)	\$19	\$19

Jurisdiction		Break-Even Year	
Kuna	City Fiscal Impact	1	2021
Ada	County Fiscal Impact	Doesn't break-even	
Kuna	School Fiscal Impact	1	2021
Ada County	Highway Fiscal Impact	5	2025
	VRT Fiscal Impact	5	2025
	Grand Total Fiscal Impact	1	2021

Results are for a hypothetical example in Kuna:

- 20,000 square foot grocery store (Year 1)
- 50 MF units (Year 4)

Fiscal Impact Tool Use Policy

Communities in Motion 2050 Development Review

The Community Planning Association of Southwest Idaho (COMPASS) is the metropolitan planning organization (MPO) for Ada and Canyon Counties. COMPASS has developed this review as a tool for local governments to evaluate whether land developments are consistent with the goals of *Communities in Motion 2050* (CIM 2050), the regional long-range transportation plan for Ada and Canyon Counties. This checklist is not intended to be prescriptive, but rather a guidance document based on CIM 2050 goals.

Development Name:

CIM Vision Category:

New Jobs:

CIM Corridor:

New Households:



Safety
Pedestrian level of stress
Bicycle level of stress

Level of Stress measures how safe and comfortable a bicyclist or pedestrian would feel on a corridor and considers multimodal infrastructure number of vehicle lanes, and travel speeds.



Economic Vitality
Activity Center Access
Farmland Preservation
Net Fiscal Impact
Within CIM Forecast

These tools evaluate whether the location of the proposal supports economic vitality by growing near existing public services.



Quality of Life
Active Transportation
Automobile Transportation
Public Transportation
Roadway Capacity

Checked boxes indicate that additional information is attached.



Convenience
Nearest bus stop
Nearest public school
Nearest public park

Residents who live or work less than 1/2 mile from critical services have more transportation choices, especially for vulnerable populations.

-  Improves performance
-  Does not improve or reduce performance
-  Reduces performance

Comments:

Communities in Motion 2050
2020 Change in Motion Report
Development Review Process

Web: www.compassidaho.org
Email: info@compassidaho.org



Fiscal Impact Analysis

The purpose of the fiscal impact analysis is to better estimate expected revenues and costs to local governments as a result of new development so that the public, stakeholders, and the decision-makers can better manage growth. Capital and operating expenditures are determined by various factors that determine service and infrastructure needs, including: persons per household, student generation rates, lot sizes, street frontages, vehicle trip and trip adjustment factors, average trip lengths, construction values, income, and discretionary spending, employment densities.

Capital costs projected in the model reflect the potential cost to serve new growth, regardless of whether the resources are available to cover the costs and assumes that the districts will continue to balance their annual budgets considering financial guidelines and policies, applicable operating impacts, and available resources.

The COMPASS *Communities in Motion 2050* Development Checklist considers the level of fiscal benefits (whether the proposal provides revenues to exceed expenditures), how many public agencies benefit or are burdened by additional growth, and how long the proposal will take to achieve a fiscal break-even point, if at all.

More information about the COMPASS Fiscal Impact Tool is available at:

Overall Net Fiscal Impact

Net Fiscal Impact, by Agency

- City 
- Highway District 
- County 
- School District 
- Break Even: 12 Years

EXAMPLE

IDAHO HOUSE BILL 389

House Bill 389

House Bill 389	COMPASS FIT
Levies for new construction and annexation restricted to 90% of the taxable value	YES
Homeowner's Exemption increased to \$125,000	YES
The maximum property tax increase cannot exceed 8%	PENDING
Forgone levying authority may be included in future budgets by an adjusted process: 1% for maintenance and operations and 3% for capital projects	PENDING
Urban renewal district adjustments	PENDING



Q&A and Thank You!



Source: California Dental Association

**RESOLUTION NO. R35-2021
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A NEW FEE SCHEDULE FOR TRASH COLLECTION SERVICES THAT REFLECTS A RATE INCREASE OF 4.72% FOR EACH SERVICE RELATED TO THE CITY'S COLLECTION, HAULING AND REMOVAL OF SOLID WASTE WITH ITS CONTRACTOR J&M SANITATION, WITH AN EFFECTIVE DATE OF OCTOBER 1, 2021.

WHEREAS, Pursuant to Kuna Ordinance No. 679, the city has an exclusive franchise agreement with J&M Sanitation to provide for a system for the collection, hauling and removal of solid waste within the City and establishing fees on the collection thereof and the Franchise Agreement, as amended; and

WHEREAS, The Ordinance and Agreement provides for the ability to raise the collection rates; and

WHEREAS, J&M Sanitation has requested a rate increase of 4.72% to commence with the October 1, 2021 billing.

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

The fee schedule, reflecting the new trash collection rates for trash collection services within the City of Kuna, Idaho is hereby approved with an effective date of October 1, 2021. The Fee Schedule is attached hereto as **EXHIBIT A**.

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of September, 2021.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of September, 2021.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

J&M Sanitation Fee Schedule

RESIDENTIAL

	Current Rate/Month	Increase Request	Requested Rate/Month
Regular 1 - 95 gal trash cart	\$21.97	4.72%	\$23.01
Regular 2 - 95 gal trash carts	\$24.35	4.72%	\$25.50
Regular 3 - 95 gal trash carts	\$26.70	4.72%	\$27.96
Regular 4 - 95 gal trash carts	\$29.11	4.72%	\$30.48
Regular 5 - 95 gal trash carts	\$30.96	4.72%	\$32.42
Regular 6 - 95 gal trash carts	\$33.34	4.72%	\$34.91
Senior Citizen 1 - 95 gal trash cart	\$16.70	4.72%	\$17.49
Senior Citizen 2 - 95 gal trash carts	\$19.13	4.72%	\$20.03
Senior Citizen 3 - 95 gal trash carts	\$21.43	4.72%	\$22.44
Carry Out/Drive-In 1 - 95 gal trash cart	\$28.14	4.72%	\$29.47
Carry Out/Drive-In 2 - 95 gal trash cart	\$30.53	4.72%	\$31.97
Carry Out/Drive-In 3 - 95 gal trash cart	\$32.86	4.72%	\$34.41

COMMERCIAL

	Current Rate/Month	Increase Request	Requested Rate/Month
Commercial 1 - 95 gal trash cart	\$28.45	4.72%	\$29.79
Commercial 2 - 95 gal trash carts	\$30.88	4.72%	\$32.34
Commercial 3 - 95 gal trash carts	\$33.17	4.72%	\$34.74
Commercial 4 - 95 gal trash carts	\$35.08	4.72%	\$36.74
Dumpster (permanent) 1x/wk			
3 Yard	\$109.89	4.72%	\$115.08
6 Yard	\$172.08	4.72%	\$180.20
8 Yard	\$237.35	4.72%	\$248.55
Dumpster (permanent) 2x/wk			
3 Yard	\$172.08	4.72%	\$180.20
6 Yard	\$343.93	4.72%	\$360.16
8 Yard	\$409.42	4.72%	\$428.74
Dumpster (permanent) 3x/wk			
3 Yard	\$237.35	4.72%	\$248.55
6 Yard	\$474.69	4.72%	\$497.10
8 Yard	\$539.51	4.72%	\$564.97
Dumpster (permanent) 4x/wk			
8 Yard	\$675.79	4.72%	\$707.69
Compactor 1x/week			
4 Yard	\$450.36	4.72%	\$471.62
6 Yard	\$643.06	4.72%	\$673.41
Compactor 2x/week			
4 Yard	\$895.61	4.72%	\$937.88
6 Yard	\$1,280.27	4.72%	\$1,340.70

Other Commercial

Commercial 2 -95 gal trash carts 2x/wk	\$60.84	4.72%	\$63.71
KSD school dumpsters	\$7,572.24	4.72%	\$7,929.65
Commercial 3 yard every other week	\$86.61	4.72%	\$90.70
Commercial dump 2 ea. 3 yrd 3x week (9) owners(White Barn)	\$51.96	4.72%	\$54.41
Commercial 3 yrd split 1x week (2) owners	\$54.14	4.72%	\$56.70
Commercial 8 yrd 1x week (6) owners (Art Ct)	\$38.97	4.72%	\$40.81
Commercial 6 yrd 2x week (2) owners	\$56.51	4.72%	\$59.18

MISCELLANEOUS

	Current Rate/Month	Increase Request	Requested Rate/Month
Excess pickup (general household)	Varies by amount		
Temporary dumpster delivery	Varies by amount		
Temporary dumpster rent	Varies by amount		
Temporary dumpster pickup	Varies by amount		
Large Freon (annual clean-up event only)	Varies by amount		
Lid lock installation (one-time fee)	Varies by amount		



Proclamation

Office of the Mayor

- Whereas,* we recognize our law enforcement officers, fire fighters, EMS, dispatchers, corrections, coroners, chaplains, retired first responders, healthcare workers, clinicians, our military, our veterans, and their families as everyday heroes; and
- Whereas,* these heroes put themselves in harm's way, protecting and serving our communities without hesitation; and
- Whereas,* they are called to help, serve, protect, and save lives; and
- Whereas,* their selfless work can take a great toll on their physical and mental health; and
- Whereas,* over the past four years, we have seen a devastating upturn in numbers of suicides among these professions; and
- Whereas,* Idaho is currently tied for 50th in the United States for having the least amount of mental health and wellness resources; and
- Whereas,* we recognize it is paramount for us as a community to surround our first responders, members of the military, our veterans and their families with love, respect and the best resources available for them to maintain their mental health, wellness and build resiliency; and
- Whereas,* it has been shown that improving access to good mental health and wellness resources substantially affects their families' wellbeing, as well as the communities in which they serve; and
- Whereas,* we honor and pay tribute to those who have been lost in the line of duty, or died by suicide, as well as those who continue to keep the "Spirit of True Heroism" alive each day by serving as our Everyday Heroes

Now Therefore, I, Joe Stear, Mayor of the City of Kuna, Idaho, do hereby proclaim September 11, 2020, to be

"Elevate our Everyday Heroes Day"

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the City of Kuna to be affixed this 11th day of September in the year of our Lord two thousand twenty

Joe Stear
Mayor, City of Kuna



CITY OF KUNA

State of Idaho *Proclamation*

WHEREAS: September 17, 2021, marks the two hundred and thirty-fourth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

WHEREAS: It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

WHEREAS: Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

AND ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

NOW, THEREFORE I, _____ by virtue of the authority vested in me as (Mayor) of the City of Kuna do hereby proclaim the week of September 17 through 23 as Constitution Week.

(Space above reserved for recording)

**ORDINANCE NO. 2021-19A
CITY OF KUNA, IDAHO**

**SH69 NORTH LLC & SH69 HOLDINGS LLC
MUNICIPAL ANNEXATION AND ZONING**

**A MUNICIPAL ANNEXATION AND ZONING ORDINANCE OF THE CITY COUNCIL
OF THE CITY OF KUNA:**

- **MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND**
- **ANNEXING CERTAIN REAL PROPERTIES, TO WIT: ADA COUNTY ASSESSOR’S PARCEL NOS. S1313449905 OWNED BY SH69 NORTH LLC, AND S1313449910 OWNED BY SH 69 HOLDINGS LLC WITHIN UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO; AND**
- **ESTABLISHING THE ZONING CLASSIFICATIONS OF SAID REAL PROPERTIES; AND**
- **DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

THE CITY COUNCIL MAKES THE FOLLOWING FINDINGS AND DECLARATIONS OF ITS AUTHORITY, HISTORY AND PROCESS OF THIS IDAHO CODE SECTION 50-222 (3) (a) CATEGORY “A” ANNEXATION AND ZONING ORDINANCE AS FOLLOWS:

WHEREAS, the City of Kuna, Idaho is a municipal corporation organized and existing under the laws of the state of Idaho (the “City”) 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, SH69 NORTH LLC, (The “Owners”) of Ada County Assessor’s Parcel No. S1313449905 [legally described in Exhibit A-1 attached hereto and by this reference herein incorporated] (the “Real Properties”).

WHEREAS, SH69 NORTH LLC, (The “Owners”) of Ada County Assessor’s Parcel No. S1313449905 [legally described in Exhibit A-2 attached hereto and by this reference herein incorporated] (the “Real Properties”).

WHEREAS, SH69 HOLDINGS LLC, (The “Owners”) of Ada County Assessor’s Parcel No. S1313449910 [legally described in Exhibit A-3 attached hereto and by this reference herein incorporated] (the “Real Properties”).

WHEREAS, the Real Property is situated in the unincorporated area of Ada County.

WHEREAS, the owners have filed with the City the following written request and application:

- Annexation of **A PORTION OF** Parcel Nos. S1313449905 **AND ALL OF** S1313449910 with a C-2 zoning district classification.
- Annexation of **A PORTION OF** Parcel Nos. S1313449905 with a R-20 zoning district classification.

WHEREAS, the Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on June 23, 2020, which was tabled until August 11, 2020, as required by Section 67-6525, Idaho Code, made findings (approved by the Commission on August 25, 2020) where it was recommended to the Mayor and Council that the annexation for lands described in Exhibit A-1, A-2 and A-3 and the C-2 and R-20 zoning request, be approved;

WHEREAS, The Council, pursuant to public notice as required by law, held a public hearing on November 4, 2020 on the Owner's application and request for the Real Properties annexation and zoning, as required by Section 67-6525, Idaho Code, and made findings (approved on November 17, 2020) wherein the City Council determined that the Owner's written request and application for annexation of parcel nos. S1313449905, S1313449910 should be granted with C-2 zoning district classifications and parcel no., S1313449905 should be granted with an R-20 zoning district classification.

WHEREAS, the zoning classifications of C-2 and R-20 are 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 Properties described below are contiguous to the City, that said properties can be reasonably assumed to be used for the orderly development of the City, and that the owner of said properties has requested, in writing, annexation thereof to the City.

Section 2: The Real Properties, situated in Ada County, Idaho, adjacent to and contiguous to the City, commonly known as parcel nos. S1313449905, S1313449910 and more particularly and legally described in "Exhibit A-1" through "Exhibit A-3" – Legal Descriptions 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 C-2 and R-20, as provided by the Zoning Ordinance of the City. The Zoning Map of the City is hereby amended to include the Real Properties described in Section 2 above in the C-2 and R-20 zoning land use classifications.

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 7th day of September, 2021.

CITY OF KUNA

Joe Stear, Mayor

ATTEST:

Chris Engels, City Clerk

EXHIBIT A-1 LEGAL DESCRIPTION

SH69 NORTH LLC MUNICIPAL ANNEXATION **WITH A C-2 ZONE**

A parcel of land located in the E 1/2 of the SE 1/4 of Section 13, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at the SE corner of said Section 13 from which the S1/4 corner of said Section 13 bears North 88°45'38" West, 2,630.90 feet;

thence along the South boundary line of said Section 13 North 88°45'38" West, 973.49 feet;

thence leaving said South boundary line North 00°11'35" East, 973.34 feet to a point on the centerline of the Kuna Canal;

thence along the centerline of the Kuna Canal the following 2 courses and distances:

thence 151.82 feet along the arc of a non-tangent curve to the right, said curve having a radius of 500.00 feet, a central angle of 17°23'51" and a long chord which bears South 79°28'45" East, 151.24 feet;

thence South 70°46'49" East, 174.05 feet to the **REAL POINT OF BEGINNING**;

thence leaving said centerline North 00°11'35" East, 491.70 feet;

thence South 89°48'25" East, 179.00 feet;

thence North 00°11'35" East, 1259.32 feet to a point on the East-West centerline of said Section 13;

thence along said East-West centerline South 88°51'56" East, 481.06 feet to the E1/4 corner of said Section 13

thence along the East boundary line of said Section 13 South 00°11'35" West, 2060.56 feet to a point on the centerline of the Kuna Canal;

thence along the centerline of the Kuna Canal the following 3 courses and distances:

thence North 48°54'04" West, 92.61 feet;

thence 267.30 feet along the arc of a curve to the left, said curve having a radius of 700.00 feet, a central angle of 21°52'45" and a long chord which bears North 59°50'27" West, 265.68 feet;

thence North 70°46'49" West, 380.63 feet to the **REAL POINT OF BEGINNING**.
Containing 23.24 acres, more or less.



EXHIBIT A-2 LEGAL DESCRIPTION

SH69 NORTH LLC MUNICIPAL ANNEXATION WITH A R-20 ZONE

A parcel of land located in the E 1/2 of the SE 1/4 of Section 13, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at the SE corner of said Section 13 from which the S 1/4 corner of said Section 13 bears North 88°45'38" West, 2,630.90 feet;

thence along the South boundary line of said Section 13 North 88°45'38" West, 973.49 feet;

thence leaving said South boundary line North 00°11'35" East, 48.01 feet to a point on the North right-of-way line of E. Deer Flat Road;

thence continuing North 00°11'35" East, 925.33 feet to a point on the centerline of the Kuna Canal;

thence along the centerline of the Kuna Canal the following 2 courses and distances:

thence 151.82 feet along the arc of a non-tangent curve to the right, said curve having a radius of 500.00 feet, a central angle of 17°23'51" and a long chord which bears South 79°28'45" East, 151.24 feet;

thence South 70°46'49" East, 174.05 feet;

thence leaving said centerline North 00°11'35" East, 491.70 feet to the **REAL POINT OF BEGINNING**;

thence continuing North 00°11'35" East, 1262.26 feet to a point on the East-West centerline of said Section 13;

thence along said East-West centerline South 88°51'56" East, 179.02 feet;

thence leaving said East-West centerline South 00°11'35" West, 1259.32 feet;

thence North 89°48'25" West, 179.00 feet to the **REAL POINT OF BEGINNING**.
Containing 5.18 acres, more or less.

EXHIBIT A-3 LEGAL DESCRIPTION

SH69 HOLDINGS LLC MUNICIPAL ANNEXATION **WITH A C-2 ZONE**

A parcel of land located in the E 1/2 of the SE 1/4 of Section 13, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at the SE corner of said Section 13 from which the S 1/4 corner of said Section 13 bears North 88°45'38" West, 2,630.90 feet;

thence along the South boundary line of said Section 13 North 88°45'38" West, 973.49 feet;

thence leaving said South boundary line North 00°11'35" East, 48.01 feet to a point on the North right-of-way line of E. Deer Flat Road, said point also being the **REAL POINT OF BEGINNING**;

thence continuing North 00°11'35" East, 925.33 feet to a point on the centerline of the Kuna Canal;

thence along the centerline of the Kuna Canal the following 3 courses and distances:

thence 151.82 feet along the arc of a non-tangent curve to the right, said curve having a radius of 500.00 feet, a central angle of 17°23'51" and a long chord which bears South 79°28'45" East, 151.24 feet;

thence South 70°46'49" East, 554.68 feet

thence 267.30 feet along the arc of a non-tangent curve to the right, said curve having a radius of 700.00 feet, a central angle of 21°52'45" and a long chord which bears South 59°50'27" East, 265.68 feet to a point on the East right-of-way line of N. Meridian Road (SH 69);

thence along said East right-of-way line the following 4 courses and distances:

thence South 00°11'35" West, 78.47 feet;

thence North 89°48'25" West, 20.00 feet;

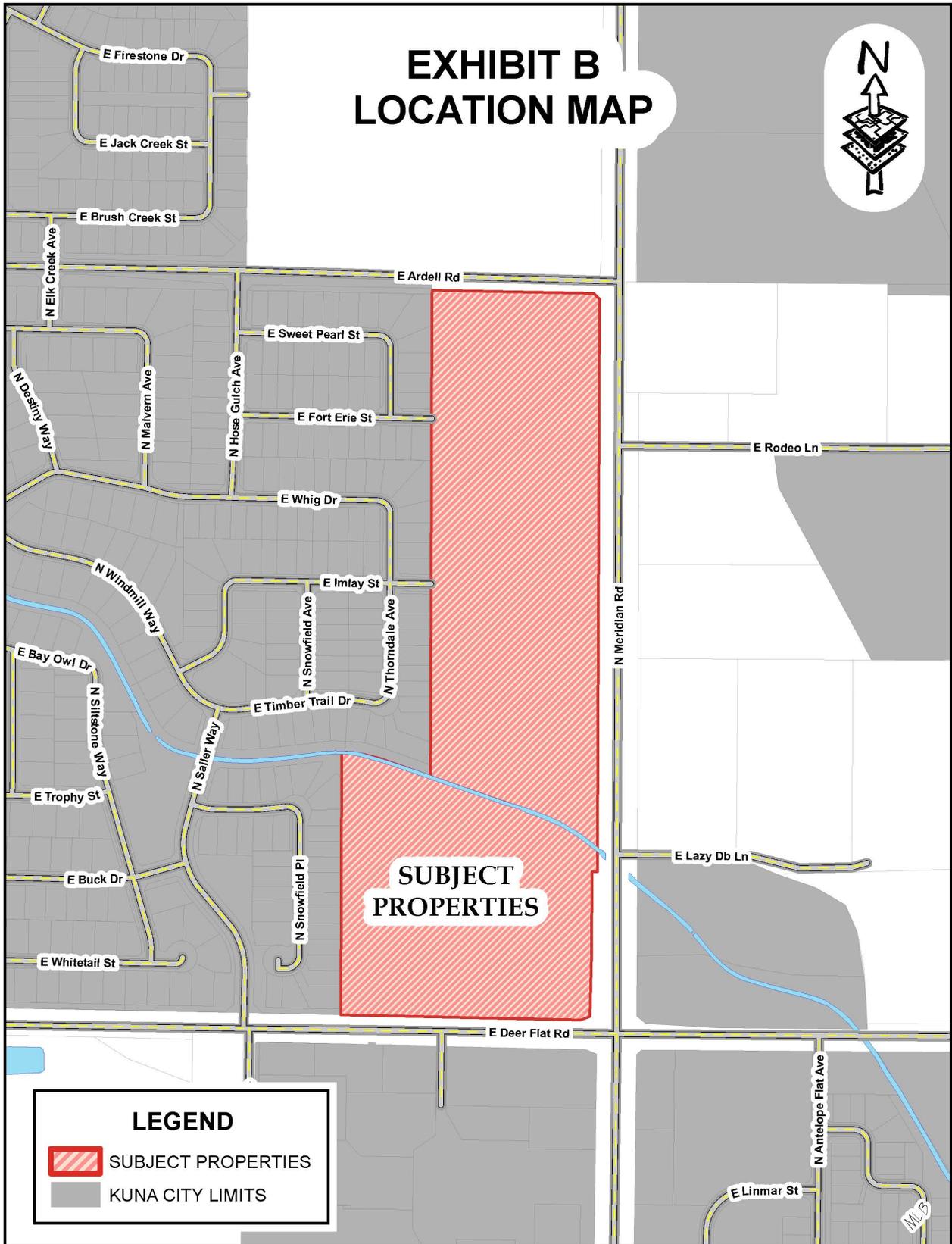
thence South 00°11'35" West, 290.00 feet;

thence South 01°33'25" West, 219.77 feet to a point on the North right-of-way line of E. Deer Flat Road;

thence along said North right-of-way line the following 2 courses and distances:

thence South 70°33'25" West, 35.49 feet;

thence North 88°45'38" West, 844.81 feet to the **REAL POINT OF BEGINNING**. Containing 16.255 acres, more or less.



**ORDINANCE 2021-27
CITY OF KUNA, IDAHO**

AN ORDINANCE, REGARDING DEVELOPMENT IMPACT FEE ADVISORY COMMITTEES, AMENDING TITLE 2 BY THE ADDITION OF A NEW CHAPTER 6 ESTABLISHING THE CITY OF KUNA DEVELOPMENT IMPACT FEE ADVISORY COMMITTEE; DIRECTING THE CITY CLERK; AND PROVIDING AN EFFECTIVE DATE AND PUBLICATION.

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

Section 1: AMENDING TITLE 2 KUNA CITY CODE

1.1 That Title 2 of the Kuna City Code be and the same is hereby amended by the addition of a new Chapter 6 to read as follows:

2-6-1: - CITY OF KUNA DEVELOPMENT IMPACT FEE ADVISORY COMMITTEE:

- A. *Committee Created.* A standing committee of the City Council of the City is established.
- B. *Committee Name.* The Standing Committee is known and shall continue to be known and designated as the “*City of Kuna Development Impact Fee Advisory Standing Committee*” [hereinafter in this chapter referred also as “Advisory Committee” or “Committee”].
- C. *Membership.* The advisory committee established during the preparation of Capital improvements plans shall continue in existence and new appointments and reappointments of members of this Committee on and after July 1, 2021 shall reside in the City of Kuna. Members shall be appointed by the City Council of the City of Kuna for a term of 1 year or until someone is appointed in his/her place. and there shall not be fewer than five (5) members of which two (2) or more members shall be active in the business of development, building or real estate and two (2) or more members shall not be in the business of development, building, or real estate. Employees or officials acting in their official capacity for a governmental entity, may not be appointed as members of the committee.
 - 1. The members will be appointed during the January regular meeting of the City Council.
 - 2. Any vacancy on the Committee, during the year, shall be filled by appointment by the City Council.
- D. *Charge.* The Advisory Committee shall serve as an advisory committee to the City Council and is charged in relation to this Chapter with the following responsibilities:

1. Assist the City in adopting land use assumptions; and
 2. Review the Capital Improvements Plan; and
 3. Propose amendments, and file written comments; and
 4. Monitor and evaluate implementation of the Capital Improvements Plan; and
 5. File with the Administrator and the City Clerk, at least annually, with respect to the Capital Improvements Plan a report of any perceived inequities in implementing the Capital Improvements Plan or imposing the City of Kuna a development impact fee; and
 6. Advise the City Council of the need to update or revise land use assumptions, Capital Improvements Plan and City of Kuna development impact fees; and
 7. The City shall make available to the Advisory Committee, upon request, all financial and accounting information, professional reports in relation to other development and implementation of land use assumptions, the Capital Improvements Plan and periodic updates of the Capital Improvements Plans.
- E. *Advisory Committee Organization.* The Administrators, shall staff the Advisory Committee in order to provide the Committee with needed information for the Committee's review and to provide for its compliance with the Open Meeting Law [Chapter 2 of Title 74 Idaho Code].
1. The Advisory Committee shall select its officers, which include a Chairman, Vice Chairman and a Secretary of the Committee.
 2. The Chairman shall conduct the meetings of the Committee. The duties of the Chairman shall be performed by the Vice Chairman in the absence of the Chairman or as delegated by the Chairman. The Chairman and the Vice Chairman shall be members of the Committee.
 3. The Administrator shall serve as the Secretary of the Committee and shall take minutes and post agenda notices required by the Open Meeting Law. The Secretary is not a member of the Committee.
 4. The Committee shall establish a regular meeting schedule.
 5. The agenda of each meeting shall include the approval of the minutes of the last meeting and the Secretary shall provide a copy of the approved minutes to the City Council.
 6. Fifty-one percent (51%) of the membership of the Committee shall constitute a quorum. Once a quorum is established for a meeting, the subsequent absence of a member present for creating the quorum shall not dismiss the quorum.

7. A majority vote of those present at any meeting is sufficient to carry motions.

F. *Reporting.* The Advisory Committee reports directly to the City Council.

G. *City Council Review of Committee’s Reports and Recommendations.* The City Council shall consider the Advisory Committee’s recommended revision(s) at least once every twelve (12) months. The Advisory Committee's recommendations and the City Council's actions are intended to ensure that the benefits to a Development paying City of Kuna development impact fees are equitable, so the City of Kuna development impact fees charged to the Development shall not exceed a Proportionate Share of System Improvements Costs, and that the procedures for administering City of Kuna development impact fees remain efficient.

Section 2: DIRECTING THE CITY CLERK

2.1 The City Clerk is directed to file, this Ordinance in the official records of the City and to provide the same to the City’s codifier for inclusion and publication in the Kuna City Code.

Section 3: EFFECTIVE DATE

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

PASSED BY THE COUNCIL OF THE CITY OF KUNA, IDAHO, THIS ____ DAY OF _____, 2021.

APPROVED BY THE MAYOR OF THE CITY OF KUNA, IDAHO, THIS ____ DAY OF _____, 2021.

CITY OF KUNA

Joe Stear, *Mayor*

ATTEST:

Chris Engels, *City Clerk*

**ORDINANCE 2021-28
CITY OF KUNA, IDAHO**

AN ORDINANCE, REGARDING DEVELOPMENT IMPACT FEE ADVISORY COMMITTEES, AMENDING SECTION 2 OF CHAPTER 3 OF TITLE 12; REPEALING SECTION 15 OF CHAPTER 3 OF TITLE 12; AMENDING SECTION 2 OF CHAPTER 2 OF TITLE 12 KUNA CITY CODE; REPEALING SECTION 16 OF CHAPTER 2 OF TITLE 12; AMENDING SECTION 2 OF CHAPTER 1 OF TITLE 12 KUNA CITY CODE; AND REPEALING SECTION 13 OF CHAPTER 1 OF TITLE 12 KUNA CITY CODE; DIRECTING THE CITY CLERK; AND PROVIDING AN EFFECTIVE DATE AND PUBLICATION.

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

Section 1: AMENDING SECTION 2 OF CHAPTER 3 OF TITLE 12 KUNA CITY CODE

1.1 That Section 2 of Chapter 3 of Title 12 of the Kuna City Code be and the same is hereby amended to read as follows:

12-3-2: - DEFINITIONS:

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

ACCOUNTS shall mean any of one or more interest bearing accounts within the *City of Kuna Police Department Development Impact Fee Capital Projects Trust Fund* established in section 12-3-9 of this chapter.

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

ADMINISTRATOR shall mean the person appointed by the City Council to be the administrator of the City as required by this Chapter, or her, or his designee.

ADVISORY COMMITTEE shall mean the *City of Kuna ~~Police Department Development Impact Fee Advisory Committee~~ formed pursuant to Chapter 6 of Title 2 KCC.* ~~formed and staffed by the City pursuant to IC § 67-8205 to prepare and recommend the Capital Improvements Plan and any amendments, revisions or updates of the same.~~

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

BUILDING PERMIT shall mean the permit required for foundations, new construction and additions pursuant to KCC § 4-1-3.

CITY shall mean the City of Kuna.

CITY COUNCIL shall mean the City Council of the City of Kuna.

CAPITAL IMPROVEMENTS shall mean improvements with a useful life of ten (10) years or more, by new construction or other action, which increases the service capacity of City of Kuna Police Department Capital Facilities.

CAPITAL IMPROVEMENTS ELEMENT shall mean a component of the Capital Improvements Plan identified as *Exhibit III-2 Kuna Police Department CIP 2019-2028* adopted by the City pursuant to Chapters 65 and 82 of Title 67, Idaho Code, and as amended, which component meets the requirements of the capital improvements plan required by the Act.

CAPITAL IMPROVEMENTS PLAN shall mean the *City of Kuna Police Department Impact Fee Study and Capital Improvement Plan* recommended by the Advisory Committee and adopted by the City pursuant to the Act that identifies City of Kuna Police Department Capital Facilities for which City of Kuna Police Department Impact Fees may be used as a funding source ~~and attached to Ordinance No. _____ as~~ **Exhibit A.**

CITY OF KUNA POLICE DEPARTMENT DEVELOPMENT IMPACT FEE CAPITAL PROJECTS TRUST FUND (the "TRUST FUND") shall mean the City of Kuna Police Department Trust Fund pursuant to § 12-3-9 of this chapter and pursuant to IC § 67-8210(1) into which all City of Kuna Police Department Impact Fees shall be deposited and maintained by the City.

DEVELOPER shall mean any person or legal entity undertaking development including a Development that seeks an annexation into the City and/or undertakes the subdivision of property pursuant to IC §§ 50-1301 through 50-1334, as amended.

DEVELOPMENT shall mean any construction or installation of a building or structure, or any change in use of a building or structure, or any change in the use, character or appearance of land, which creates additional demand and need for public facilities or the annexation into the City and/or subdivision of property that would permit any change in the use, character or appearance of land.

DEVELOPMENT APPROVAL shall mean any written duly authorized document from the City which authorizes the commencement of a Development.

DEVELOPMENT REQUIREMENT shall mean a requirement attached to a Developmental approval or other City governmental action approving or authorizing a particular Development project including, but not limited to, a rezoning, which requirement compels the payment, dedication or contribution of goods, services, land or money as condition of approval.

EXTRAORDINARY COSTS shall mean those costs incurred as result of an extraordinary impact.

EXTRAORDINARY IMPACT shall mean an impact which is reasonably determined by the City to: (i) result in the need for City of Kuna Police Department system improvements, the cost of which will significantly exceed the sum of the development impact fees to be generated from the project or the sum agreed to be paid pursuant to a development agreement as allowed by IC § 67-8214(2), as amended; or (ii) result in the need for City of Kuna Police Department system improvements which are not identified in the capital improvements plan.

FEE PAYER shall mean the person who pays or is required to pay a City of Kuna Police Department Impact Fee. A fee payer may include a developer.

CITY OF KUNA POLICE DEPARTMENT IMPACT FEE shall mean a payment of money imposed as condition of Development Approval to pay for a proportionate share of the costs of System Improvements needed to serve the Development. The term does not include the following:

1. A charge or fee to pay the administrative plan review, or inspection cost associated with permits required for Development;
2. Connection or hookup charges;
3. Availability charges for drainage, sewer, water or transportation charges for services provided directly to the development; or
4. Amounts collected from a Developer in a transaction in which the City has incurred expenses in constructing Capital Improvements for the Development if the owner or developer has agreed to be financially responsible for the construction or installation of those Capital Improvements, unless a written agreement is made, pursuant to IC § 67-8209(3) as amended, for credit or reimbursement.

KCC shall mean the Kuna City Code, the official Code of Ordinances of the City.

LAND USE ASSUMPTIONS shall mean a description of the service area and projections of land uses, densities, intensities and population in the service area over at least a ten (10) year period.

LEVEL OF SERVICE shall mean a measure of the relationship between service capacity and service demand for Public Facilities.

MANUFACTURED/MOBILE HOME shall mean a structure, constructed according to HUD/FHA mobile home construction and safety standards, transportable in one (1) or more sections, which, in the traveling mode, is eight (8) feet or more in width or is forty (40) body feet or more in length, or when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained in such structure, except that such term shall include any structure which meets all the requirements of this subsection except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the secretary of housing and urban development and complies with the standards established under 42 U.S.C. §§ 5401 et seq.

MODULAR BUILDING shall mean any building or building component other than a manufactured/mobile home, which is constructed according to the International Building Code, as adopted or any amendments thereto, which is of closed construction and is either entirely or substantially prefabricated or assembled at a place other than the building site.

POLICE DEPARTMENT CAPITAL FACILITIES shall mean Police Facilities which are identified in Exhibit III-2 of the Capital Improvements Plan, and specifically including those related costs including System Improvements Costs, but not including maintenance, operations, or improvements that do not expand their capacity.

PRESENT VALUE shall mean the total current monetary value of past, present or future payments, contributions or dedications of goods, services, materials, construction or money.

PROJECT shall mean a particular Development on an identified parcel of land.

PROJECT IMPROVEMENTS, in contrast to System Improvements, shall mean site improvements and facilities that are planned and designed to provide service for a particular Development project and that are necessary for the use and convenience of the occupants or users of the project.

PROPORTIONATE SHARE shall mean that portion of System Improvements Costs determined pursuant to IC § 67-8207 which reasonably relates to the service demands and needs of the Project.

PUBLIC FACILITIES shall mean land, buildings and equipment used for police protection, which have a useful life of ten (10) years or more.

RECREATIONAL VEHICLE shall mean a vehicular type unit primarily designed as temporary quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle.

SERVICE AREA shall mean any defined geographic area within the City as identified by the City in which specific Public Facilities provide service to Development within the areas defined, on the basis of sound planning or engineering principles or both. For purposes of this Ordinance, there shall be one Service Area encompassing all of the City of Kuna.

SERVICE UNIT shall mean a standardized measure of consumption, use, generation or discharge attributable to an individual unit of Development calculated in accordance with generally accepted engineering or planning standards for a particular category of Capital Improvements. As specifically used in this Ordinance, service units include dwelling units as defined in KCC § 5-1-6-2 and square feet of nonresidential Development.

SYSTEM IMPROVEMENTS, in contrast to Project Improvements, shall mean Capital Improvements to Public Facilities which are designed to provide service to a service area. For the purpose of this chapter, System Improvements are for City of Kuna Police Department Capital Facilities.

SYSTEM IMPROVEMENTS COSTS shall mean costs incurred for construction or reconstruction of System Improvements, including design, acquisition, engineering and other costs, and also including, without limitation, the type of costs described in IC § 50-1702(h), as amended, to provide additional Public Facilities needed to service new growth and Development. For clarification, System Improvements Costs do not include:

1. Construction, acquisition or expansion of Public Facilities other than Capital Improvements identified in the Capital Improvements Plan;
2. Improvements, repair, operation or maintenance of existing or new capital;
3. Upgrading, updating, expanding or replacing existing Capital Improvements to serve existing Development in order to meet stricter safety, efficiency, environmental or regulatory standards;
4. Upgrading, updating, expanding or replacing existing Capital Improvements to provide better service to existing Development;
5. Administrative and operating costs of the City unless such costs are attributable to Development of the Capital Improvements Plan, as provided in IC § 67-8208, as amended; and

6. Principal payments and interest or other finance charges on bonds or other indebtedness except financial obligations issued by or on behalf of the City to finance Capital Improvements identified in the Capital Improvements Plan.

Section 2: REPEALING SECTION 15 OF CHAPTER 3 OF TITLE 12 KUNA CITY CODE

- 2.1 That Section 15 of Chapter 3 of Title 12 of the Kuna City Code be and the same is hereby repealed.

Section 3: AMENDING SECTION 2 OF CHAPTER 2 OF TITLE 12 KUNA CITY CODE

- 3.1 That Section 2 of Chapter 2 of Title 12 Kuna City Code be and the same is hereby amended to read as follows:

12-2-2: - DEFINITIONS:

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

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

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

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

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

BUILDING PERMIT shall mean the permit required for foundations, new construction and additions pursuant to KCC § 4-1-3.

CAPITAL IMPROVEMENTS shall mean improvements with a useful life of ten (10) years or more, by new construction or other action, which increases the service capacity of district capital facilities.

CAPITAL IMPROVEMENTS ELEMENT shall mean a component of the capital improvements plan identified as Exhibit III-2 Kuna Rural Fire District CIP 2018-2027 adopted by the district and the city pursuant to Chapters 65 and 82 of Title 67, Idaho Code, and as amended, which component meets the requirements of the capital improvements plan required by the Act.

CAPITAL IMPROVEMENTS PLAN shall mean the Kuna Rural Fire District Impact Fee Study and capital improvements plan recommended by the joint advisory committee and adopted by the district and the city pursuant to the act that identifies district capital facilities for which fire district impact fees may be used as a funding source ~~and attached to Ordinance No. 2018-14 as Exhibit A.~~

CITY shall mean the City of Kuna.

CITY COUNCIL shall mean the city council of the City of Kuna.

DEVELOPER shall mean any person or legal entity undertaking development including a development that seeks an annexation into the city and/or undertakes the subdivision of property pursuant to IC §§ 50-1301 through 50-1334, as amended.

DEVELOPMENT shall mean any construction or installation of a building or structure, or any change in use of a building or structure, or any change in the use, character or appearance of land, which creates additional demand and need for public facilities or the annexation into the city and/or subdivision of property that would permit any change in the use, character or appearance of land.

DEVELOPMENT APPROVAL shall mean any written duly authorized document from the city which authorizes the commencement of a development.

DEVELOPMENT REQUIREMENT shall mean a requirement attached to a developmental approval or other city governmental action approving or authorizing a particular development project including, but not limited to, a rezoning, which requirement compels the payment, dedication or contribution of goods, services, land or money as condition of approval.

DISTRICT shall mean the Kuna Rural Fire District, a fire district organized and existing by virtue of the Fire Protection District Law, Chapter 14 of Title 31, Idaho Code.

DISTRICT ADMINISTRATOR shall mean the officer of administration of the district, or her, or his designee.

DISTRICT CAPITAL FACILITIES shall mean district stations and equipment which is identified in Exhibit III-2 of the capital improvements plan, and specifically including those related costs including system improvements costs, but not including maintenance, operations, or improvements that do not expand their capacity.

EXTRAORDINARY COSTS shall mean those costs incurred as result of an extraordinary impact.

EXTRAORDINARY IMPACT shall mean an impact which is reasonably determined by the district to: (i) result in the need for district system improvements, the cost of which will significantly exceed the sum of the development impact fees to be generated from the project or the sum agreed to be paid pursuant to a development agreement as allowed by IC § 67-

8214(2), as amended; or (ii) result in the need for district system improvements which are not identified in the capital improvements plan.

FEE PAYER shall mean the person who pays or is required to pay a fire district impact fee. A fee payer may include a developer.

FIRE DISTRICT DEVELOPMENT IMPACT FEE CAPITAL PROJECTS TRUST FUND (the "TRUST FUND") shall mean the fire district trust fund established by action of the board of commissioners of the district as set forth in board of commissioners Resolution No. 2018-07 codified as chapter 3 of title 27 Kuna Rural Fire District Policy Code and pursuant to § 12-2-9 of this chapter and pursuant to IC § 67-8210(1) into which all fire district impact fees shall be deposited and maintained by the fire district and a copy of the provisions of chapter 3 of title 27 Kuna Rural Fire District Policy Code is attached to Ordinance No. 2018-14 as exhibit C.

FIRE DISTRICT IMPACT FEE shall mean a payment of money imposed as condition of development approval to pay for a proportionate share of the costs of system improvements needed to serve the development. The term does not include the following:

1. A charge or fee to pay the administrative plan review, or inspection cost associated with permits required for development;
2. Connection or hookup charges;
3. Availability charges for drainage, sewer, water or transportation charges for services provided directly to the development; or
4. Amounts collected from a developer in a transaction in which the district has incurred expenses in constructing capital improvements for the development if the owner or developer has agreed to be financially responsible for the construction or installation of those capital improvements, unless a written agreement is made, pursuant to IC § 67-8209(3) as amended, for credit or reimbursement.

INTERGOVERNMENTAL AGREEMENT shall mean the City of Kuna/Kuna Rural Fire District Intergovernmental Agreement to Collect and Expend Development Impact Fees For Fire District Systems Improvements entered into by and between the city and the district pursuant to IC § 67-8204A for the collection and expenditure of fire district impact fees established pursuant to this chapter and attached to Ordinance No. 2018-14 as Exhibit B.

JOINT ADVISORY COMMITTEE shall mean the City of Kuna/Kuna Rural Fire District Joint Development Impact Fee Advisory Committee formed pursuant to Chapter 6 of Title 2 KCC.] ~~and staffed by the city and the district pursuant to IC § 67-8205 to prepare and recommend the capital improvements plan and any amendments, revisions or updates of the same.~~

KCC shall mean the Kuna City Code, the official Code of Ordinances of the city.

LAND USE ASSUMPTIONS shall mean a description of the service area and projections of land uses, densities, intensities and population in the service area over at least a ten-year period.

LEVEL OF SERVICE shall mean a measure of the relationship between service capacity and service demand for public facilities.

MANUFACTURED/MOBILE HOME shall mean a structure, constructed according to HUD/FHA mobile home construction and safety standards, transportable in one (1) or more sections, which, in the traveling mode, is eight (8) feet or more in width or is forty (40) body feet or more in length, or when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained in such structure, except that such term shall include any structure which meets all the requirements of this subsection except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the secretary of housing and urban development and complies with the standards established under 42 U.S.C. §§ 5401 et seq.

MODULAR BUILDING shall mean any building or building component other than a manufactured/mobile home, which is constructed according to the International Building Code, as adopted or any amendments thereto, which is of closed construction and is either entirely or substantially prefabricated or assembled at a place other than the building site.

PRESENT VALUE shall mean the total current monetary value of past, present or future payments, contributions or dedications of goods, services, materials, construction or money.

PROJECT shall mean a particular development on an identified parcel of land.

PROJECT IMPROVEMENTS, in contrast to system improvements, shall mean site improvements and facilities that are planned and designed to provide service for a particular development project and that are necessary for the use and convenience of the occupants or users of the project.

PROPORTIONATE SHARE shall mean that portion of system improvements costs determined pursuant to IC § 67-8207 which reasonably relates to the service demands and needs of the project.

PUBLIC FACILITIES shall mean land, buildings and equipment used for fire protection, emergency medical and rescue, and water supply production, storage and distribution facilities which have a useful life of ten (10) years or more.

RECREATIONAL VEHICLE shall mean a vehicular type unit primarily designed as temporary quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle.

SERVICE AREA shall mean any defined geographic area within the city as identified by the district in which specific public facilities provide service to development within the areas defined, on the basis of sound planning or engineering principles or both. For purposes of this chapter, there shall be one service area encompassing all of the City of Kuna.

SERVICE UNIT shall mean a standardized measure of consumption, use, generation or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards for a particular category of capital improvements. As specifically used in this chapter, service units include dwelling units as defined in KCC § 5-1-6-2 and square feet of nonresidential development.

SYSTEM IMPROVEMENTS, in contrast to project improvements, shall mean capital improvements to public facilities which are designed to provide service to a service area. For the purpose of this chapter, system improvements are for district capital facilities.

SYSTEM IMPROVEMENTS COSTS shall mean costs incurred for construction or reconstruction of system improvements, including design, acquisition, engineering and other costs, and also including, without limitation, the type of costs described in IC § 50-1702(h), as amended, to provide additional public facilities needed to service new growth and development. For clarification, system improvements costs do not include:

1. Construction, acquisition or expansion of public facilities other than capital improvements identified in the capital improvements plan;
2. Improvements, repair, operation or maintenance of existing or new capital;
3. Upgrading, updating, expanding or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards;
4. Upgrading, updating, expanding or replacing existing capital improvements to provide better service to existing development;
5. Administrative and operating costs of the district and/or the city unless such costs are attributable to development of the capital improvements plan, as provided in IC § 67-8208, as amended; and
6. Principal payments and interest or other finance charges on bonds or other indebtedness except financial obligations issued by or on behalf of the district to finance capital improvements identified in the capital improvements plan.

Section 4: REPEALING SECTION 16 OF CHAPTER 2 OF TITLE 12 KUNA CITY CODE

4.1 That Section 16 of Chapter 2 of Title 12 of the Kuna City Code be and the same is hereby repealed.

Section 5: AMENDING SECTION 2 OF CHAPTER 1 OF TITLE 12 KUNA CITY CODE

5.1 That Section 2 of Chapter 1 of Title 12 Kuna City Code be and the same is hereby amended to read as follows:

12-1-2: - DEFINITIONS:

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

ACCOUNTS shall mean the developments capital facilities account, established as development of the park impact fee trust fund established in section 12-1-9 of this chapter.

APPROPRIATE shall mean to legally obligate by contract or otherwise commit to use by appropriation or other official act of a governmental entity.

BUILDING PERMIT shall mean the permit required for foundations, new construction and additions pursuant to KCC § 15.08.

CAPITAL IMPROVEMENTS shall mean improvements with a useful life of ten (10) years or more, by new construction or other action, which increases the service capacity of a public facility.

CAPITAL IMPROVEMENTS ELEMENT shall mean a component of the City of Kuna Comprehensive Plan adopted pursuant to IC tit. 67, chs. 65 and 82, and as amended, which component meets the requirements of the capital improvements plan.

CAPITAL IMPROVEMENTS PLAN shall mean a plan adopted pursuant to the Development Impact Fee Act, IC §§ 67-8201 et seq., that identifies capital improvements for which development impact fees may be used as a funding source.

DEVELOPER shall mean any person or legal entity undertaking development including a development that undertakes the subdivision of property pursuant to IC §§ 50-1301 through 50-1334, as amended.

DEVELOPMENT shall mean any construction or installation of a building or structure, or any change in use of a building or structure, or any change in the use, character or appearance of land, which creates additional demand and need for public facilities or the subdivision of property that would permit any change in the use, character or appearance of land.

DEVELOPMENT APPROVAL shall mean any written duly authorized document from the city which authorizes the commencement of a development.

ADVISORY COMMITTEE shall mean the City of Kuna Development Impact Fee Advisory Committee formed pursuant to Chapter 6 of Title 2 KCC.]

DEVELOPMENT IMPACT FEE or *PARK IMPACT FEE* shall mean a payment of money imposed as condition of development approval to pay for a proportionate share of the costs of system improvements needed to serve development. In the context of this chapter, development impact fee shall mean the impact fees defined for the parks and recreational facilities. The term may also be used interchangeably with park impact fee. The term does not include the following:

1. A charge or fee to pay the administrative plan review, or inspection cost associated with permits required for development;
2. Connection or hookup charges;
3. Availability charges for drainage, sewer, water or transportation charges for services provided directly to the development; or
4. Amounts collected from a developer in a transaction in which the city has incurred expenses in constructing capital improvements for the development if the owner or developer has agreed to be financially responsible for the construction or installation of the capital improvements, unless a written agreement is made pursuant to IC § 67-8209(3), as amended, for credit or reimbursement.

DEVELOPMENT IMPACT FEE ADMINISTRATOR shall mean the city treasurer of the City of Kuna, Idaho, or his or her designee.

DEVELOPMENT IMPACT FEE STUDY shall mean the document entitled "Park Impact Fees and Capital Improvements Plan", prepared by the city that sets forth reasonable methodologies and analyses for determining the impacts of various types of development on the parks and recreational facilities and determines the cost of expansions to those facilities necessary to meet the demands created by new development.

DEVELOPMENT IMPACT FEE TRUST FUND or *TRUST FUND* shall mean the trust fund established by § 12-1-9 of this chapter that contains the funds for the parks and recreation development capital facilities account.

DEVELOPMENT REQUIREMENT shall mean a requirement attached to a developmental approval or other governmental action approving or authorizing a particular development project including, but not limited to, a rezoning, which requirement compels the payment, dedication or contribution of goods, services, land or money as condition of approval.

EXTRAORDINARY COSTS shall mean those costs incurred as result of an extraordinary impact.

EXTRAORDINARY IMPACT shall mean an impact which is reasonably determined by the city to: (i) result in the need for system improvements, the cost of which will significantly exceed the sum of the development impact fees to be generated from the project or the sum agreed to be paid pursuant to a development agreement as allowed by IC § 67-8214(2), as amended; or (ii) result in the need for system improvements which are not identified in the capital improvements plan.

FEE PAYER shall mean the person who pays or is required to pay a development impact fee. A fee payer may include a developer.

LAND USE ASSUMPTIONS shall mean a description of the service area and projections of land uses, densities, intensities and population in the service area over at least a twenty-year period.

LEVEL OF SERVICE shall mean a measure of the relationship between service capacity and service demand for public facilities.

MANUFACTURED/MOBILE HOME shall mean a structure, constructed according to HUD/FHA mobile home construction and safety standards, transportable in one (1) or more sections, which, in the traveling mode, is eight (8) feet or more in width or is forty (40) body feet or more in length, or when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained in such structure, except that such term shall include any structure which meets all the requirements of this subsection except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the secretary of housing and urban development and complies with the standards established under 42 U.S.C. §§ 5401 et seq.

MODULAR BUILDING shall mean any building or building component other than a manufactured/mobile home, which is constructed according to the International Building Code, as adopted or any amendments thereto, which is of closed construction and is either entirely or substantially prefabricated or assembled at a place other than the building site.

PARK IMPACT FEE shall mean the same as development impact fee.

PARKS AND RECREATION CAPITAL FACILITIES shall mean open space lands, as well as buildings, improvements to land, and related equipment meeting the definition capital improvement, used for public developments, recreation, open space, and trail facilities included in the calculation of the study, and specifically including those related costs included in the definition of system improvement costs, but not including maintenance, operations, or improvements that do not expand capacity.

PRESENT VALUE shall mean the total current monetary value of past, present or future payments, contributions or dedications of goods, services, materials, construction or money.

PROJECT shall mean a particular development on an identified parcel of land.

PROJECT IMPROVEMENTS, in contrast to system improvements, shall mean site improvements and facilities that are planned and designed to provide service for a particular development project and that are necessary for the use and convenience of the occupants or users of the project.

PROPORTIONATE SHARE shall mean that portion of the cost of system improvements determined pursuant to IC § 67-8207 which reasonably relates to the service demands and needs of the project.

PUBLIC FACILITIES shall mean:

1. Water supply production, treatment, storage and distribution facilities;
2. Wastewater collection, treatment and disposal facilities;
3. Roads, streets, bridges, sidewalks and bike paths, including rights-of-way, traffic signals, landscaping and any local components of state or federal highways;
4. Stormwater collection, retention, detention, treatment and disposal facilities, flood control facilities, and bank and shore protection and enhancement improvements;
5. Developments, open space and recreation areas, and related capital improvements.

RECREATIONAL VEHICLE shall mean a vehicular type unit primarily designed as temporary quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle.

SERVICE AREA shall mean any defined geographic area identified by the city in which specific public facilities provide service to development within the areas defined, on the basis of sound planning or engineering principles or both.

SERVICE UNIT shall mean a standardized measure of consumption, use, generation or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards for a particular category of capital improvements.

SYSTEM IMPROVEMENTS, in contrast to project improvements, shall mean capital improvements to public facilities which are designed to provide service to a service area including, without limitation, the type of improvements described in IC § 50-1703, as

amended. For the purpose of this chapter, the system improvements are the parks and recreation development capital facilities.

SYSTEM IMPROVEMENTS COSTS shall mean costs incurred for construction or reconstruction of system improvements, including design, acquisition, engineering and other costs, and also including, without limitation, the type of costs described in IC § 50-1702(h), as amended, to provide additional public facilities needed to service new growth and development. For clarification, system improvement costs do not include:

1. Construction, acquisition or expansion of public facilities other than capital improvements identified in the capital improvements plan;
2. Improvements, repair, operation or maintenance of existing or new capital;
3. Upgrading, updating, expanding or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards;
4. Upgrading, updating, expanding or replacing existing capital improvements to provide better service to existing development;
5. Administrative and operating costs of the city unless such costs are attributable to development of the capital improvements plan, as provided in IC § 67-8208, as amended; and
6. Principal payments and interest or other finance charges on bonds or other indebtedness except financial obligations issued by or on behalf of the city to finance capital improvements identified in the capital improvements plan.

Section 6: REPEALING SECTION 13 OF CHAPTER 1 OF TITLE 12 KUNA CITY CODE

6.1 That Section 13 of Chapter 1 of Title 12 of the Kuna City Code be and the same is hereby repealed.

Section 7: DIRECTING THE CITY CLERK

7.1 The City Clerk is directed to file, this Ordinance in the official records of the City and to provide the same to the City's codifier for inclusion and publication in the Kuna City Code.

Section 8: EFFECTIVE DATE

8.1 This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law and at the discretion of the City Clerk and in lieu of

publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

PASSED BY THE COUNCIL OF THE CITY OF KUNA, IDAHO, THIS _____ DAY OF _____, 2021.

APPROVED BY THE MAYOR OF THE CITY OF KUNA, IDAHO, THIS _____ DAY OF _____, 2021.

CITY OF KUNA

Joe Stear, *Mayor*

ATTEST:

Chris Engels, *City Clerk*