

**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
Wednesday, November 3, 2021

6:00 P.M. REGULAR CITY COUNCIL

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

ALL ITEMS ON THE KUNA CITY COUNCIL AGENDA ARE CONSIDERED ACTION ITEMS UNLESS OTHERWISE INSTRUCTED BY THE CITY COUNCIL.

1. Call to Order and Roll Call

2. Invocation:

3. Pledge of Allegiance: Mayor Stear

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

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

A. Regular City Council Meeting Minutes Dated October 19, 2021

B. Accounts Payable Dated October 28, 2021, in the amount of \$349,341.06

C. Findings of Fact and Conclusion of Law

1. Findings of Fact and Conclusions of Law for Case No. 21-02-CPF (Combination Preliminary and Final Plat) Falcon Crest Clubhouse
2. Findings of Fact and Conclusions of Law for Case No. 21-11-AN (Annexation) and 21-03-DA (Development Agreement) East Kuna Industrial Annexation

D. Resolutions

1. Resolution R53-2021

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 AMH DEVELOPMENT LLC, FOR KERN RIVER HEIGHTS SUBDIVISION FOR UNCOMPLETED WORK INCLUDING FENCING AND LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

2. Resolution R54-2021

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

- SETTING FORTH CERTAIN PURPOSES;
- AUTHORIZING THE MAYOR TO EXECUTE THE ANIMAL WELFARE AND ENFORCEMENT AGREEMENT
- DIRECTING THE CITY CLERK; AND
- SETTING AN EFFECTIVE DATE.

5. External Reports or Requests:

- A. New Approach to New Residential Development, David Reinhart, Kuna School District.

6. Public Hearings:

- A. **Case No. 21-06-AN (Annexation) 1113 & 1169 N Black Cat Road:** Robin and Diana Sanders request to annex two (2) parcels consisting of approximately 9.8 acres into Kuna City Limits with an R-2 zoning district classification. The subject sites are located at 1113 and 1169 N Black Cat Road, Kuna ID 83634, with Section 21, Township 2 North, Range 1 West; (APNs: S1321141880, S1321141920. **ACTION ITEM**
 -Staff requests this item be tabled to a date certain of November 16, 2021.

7. Business Items:

- A. Consideration of \$20,000 from General Fund Contingency for Galena Consulting to fund an updated study for Kuna Parks and Kuna Police Impact Fees. Chris Engels, City Clerk
ACTION ITEM

8. Ordinances:

9. Executive Session:

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
MINUTES
Tuesday, October 19, 2021

6:00 P.M. REGULAR CITY COUNCIL

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

ALL ITEMS ON THE KUNA CITY COUNCIL AGENDA ARE CONSIDERED ACTION ITEMS UNLESS OTHERWISE INSTRUCTED BY THE CITY COUNCIL.

1. Call to Order and Roll Call

(Timestamp 00:00:20)

COUNCIL MEMBERS PRESENT:

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

CITY STAFF PRESENT:

Marc Bybee, 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
 Jessica Reid, P & Z – In Person
 Morgan Treasure, Economic Development Director – In Person
 Paul Stevens, Public Works Director – In Person
 Nancy Stauffer, HR Director – In Person

2. Invocation:

3. Pledge of Allegiance: Mayor Stear

(Timestamp 00:00:40)

4. Consent Agenda: ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS
(Timestamp 00:01:00)

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

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.

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 October 5, 2021

B. Accounts Payable Dated October 14, 2021, in the amount of \$904,833.72

C. Findings of Fact and Conclusion of Law

1. Findings of Fact and Conclusions of Law for Case No. 20-07-AN (Annexation), 20-16-S (Pre Plat) – Arrowwood Heights Subdivision

D. Final Plat

1. Case No 21-16-FP (Final Plat) Redcloud Subdivision No. 2
2. Case No. 21-17-FP (Final Plat) Sadie Creek Subdivision No. 2
3. Case No. 21-18-FP (Final Plat) Kern River Heights

E. Resolutions

1. Resolution R50-2021

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

- SETTING FORTH CERTAIN PURPOSES;
- AUTHORIZING THE MAYOR TO EXECUTE THE SCHOOL RESOURCE OFFICER SERVICES COSTS INTERAGENCY AGREEMENT
- DIRECTING THE CITY CLERK; AND
- SETTING AN EFFECTIVE DATE.

2. Resolution R51-2021

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO REPEALING AND REPLACING RESOLUTION NO. R03-2021 AND REAPPOINTING A MEMBER OF THE PLANNING AND ZONING COMMISSION.

4. Resolution R52-2021

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

- Setting Forth Findings; and
- Authorizing the Mayor to execute and the City Clerk to Attest that certain Falcon

Crest Lift Station Grant Deed by and between Cloverdale Ranch, a partnership, and the Estate of Hansgeorg Borbonus and Terry Cook (collectively, Grantor and the City of Kuna, Idaho “Grantee”; and

- Directing the City Clerk; and
- Setting an Effective Date.

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 Cardoza, Christensen, Laraway, and McPherson

Voting No: None

Absent: None

Motion Passed: 4-0-0

5. *External Reports or Requests:*

6. *Public Hearings:*

(Timestamp 00:01:48)

- A. 21-11-AN (Annexation) & 21-03-DA (Development Agreement)** – East Kuna Annexation: KC Gardner Company, LC, represented by The Land Group, Inc., requests approval to annex nine (9) properties totaling approx. 1,088 acres, into Kuna City Limits with M-1 (Light Manufacturing/Industrial) & M-2 (Heavy Manufacturing/Industrial) zoning district classifications. Additionally, a Development Agreement is proposed to accompany the Annexation request. The nine (9) properties are located generally north & south of Kuna-Mora Road & east of Cole Road (APNs: S1531233600, S1531300000, S2006121115, S2006121150, S2006417205, S2006417265, S2006417500, S2007111100 and S2007111200). – Jace Hellman, Planning and Zoning Director **ACTION ITEM**

P & Z Director Jace Hellman reviewed the application and stood for questions.

Jeff Wardle from the Gardner Company presented his request for Annexation and Development Agreement and stood for questions.

Cindy Geison, Kuna Resident, presented her neutral stance on the request for Annexation and Development Agreement.

Sherry Bocknick, Kuna Resident, presented her opposition stance on the request for Annexation and Development Agreement.

Rebuttal: Jeff Wardle responds to the concerns of Sherry Bocknick.

Mayor Stear adds to Jeff Wardle’s response

Council Member Christensen references ED Directors memo in regards to the Annexation.

Council President McPherson mentions that the water wells were addressed with the Falcon Crest project when comparing residential and commercial water wells.

Council Member Laraway said that traffic has been addressed and does not see an issue with traffic and increase of travel

Council Member Cardoza said that the time for the public to comment their concerns would have been during the comprehensive plan. Council Member Cardoza also brought up a possible legal issue with owner names listed on page 304, bullet point 117.

(Timestamp 00:38:02)

Bill Gigray responds to Council Member Cardoza.

Council Member Laraway asked about open range.

Jeff Wardle responded about the open range

Open Public Hearing

Receive evidence

Consideration to close evidence presentation and proceed to deliberation

Motion To: Close the evidence presentation and proceed to deliberation

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Motion Passed: 4-0-0

Motion To: Approve Case No. 21-11-AN (Annexation) & 21-03-DA (Development Agreement) East Kuna Annexation with the conditions listed

Motion By: Council Member McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Recused: None

Absent: None

Motion Passed: 4-0-0

B. 21-02-OA (Ordinance Amendment) – Power Transmission Line Regulations: Jace Hellman, Planning and Zoning Director **ACTION ITEM.**

(Timestamp 00:56:25)

Consideration to approve Ordinance 2021-31:

An Ordinance of the City Council of the City of Kuna:

- Making Certain Findings
- Amending Subsection Q of Section 4 of Chapter 5 of Title 5 Kuna City Code Making Technical Changes to the Zoning Regulation of Electrical Energy Transmission Lines as Unique Land Uses; And
- Directing the City Clerk; And
- Providing an Effective Date

P & Z Director Jace Hellman presented the details of the ordinance changes and stood for questions.

Open Public Hearing

Receive evidence

Consideration to close evidence presentation and proceed to deliberation

Motion To: Close the evidence presentation and proceed to deliberation

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Motion Passed: 4-0-0

Motion To: Approve Ordinance 21-02-OA (Ordinance Amendment) Power Transmission Line Regulations

Motion By: Council Member McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Recused: None

Absent: None

Motion Passed: 4-0-0

7. *Business Items:*

(Timestamp 01:01:09)

A. **21-02-TE (Time Extension) Rising Sun Estates Final Plat:** Jessica Reid, Planning and Zoning **ACTION ITEM**

Wendy Shrief of JUB Engineers, on behalf of M3 ID Rising Sun, LLC, requests Time Extension approval for the Rising Sun Estates Subdivision Final Plat. The project is located on the southwest corner of E Kuna and S Stroebel Roads (APNs: R0615250567, R0615251201); Section 25, Township 2 North, Range 1 West.

Motion To: Approve 21-02-TE (Time Extension) Rising Sun Estates Final Plat

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Motion Passed: 4-0-0

8. Ordinances:

(Timestamp 01:03:39)

A. Consideration to approve Ordinance 2021-30 ACTION ITEM

-Second Reading

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO,

- AMENDING SECTIONS 2 AND 3 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE BY MAKING TECHNICAL CORRECTIONS (BOTH SECTIONS); THE ADDITION, DELETION, AND AMENDMENT OF DEFINITIONS; PROVIDING ACTIVITY RELATED TO ANIMAL FIGHTS IS UNLAWFUL; PROVIDING THAT THE USE OF BODY GRIPPING TRAPS WITHIN CITY LIMITS IS UNLAWFUL; PROVIDING THAT RELEASING A STRAY CAT AFTER STERILIZATION FOR POPULATION CONTROL PURPOSES IS NOT ABANDONMENT;
- REPEALING THE EXISTING SECTION 4 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE ENTITLED “WILD ANIMALS” AND ENACTING A NEW SECTION 4 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE ENTITLED “PROHIBITED ANIMALS,” WHICH PROHIBITS POSSESSION AND OWNERSHIP OF CERTAIN ENUMERATED ANIMALS AND PROVIDE EXCEPTIONS TO PROHIBITIONS; AND
- AMENDING SECTIONS 5, 6, 7, 8, 9, 10, 11, 12, 13, AND 14 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE BY MAKING TECHNICAL CORRECTIONS (MULTIPLE SECTIONS); PROVIDING FOR NONCOMMERCIAL KENNEL LICENSES; PROVIDING THAT DOGS RUNNING AT LARGE IS UNLAWFUL; PROVIDING THAT DOG ENCLOSURES BE MAINTAINED AND REPAIRED; PROVIDING AN EXCEPTION TO FOUND STRAY ANIMALS PROVISION FOR CATCHING AND LATER RELEASING STRAY CATS AFTER STERILIZATION; UPDATING STANDARDS AND PROCEDURES FOR MANAGING RABID ANIMALS, INCLUDING QUARANTINE PROCEDURES; PROVIDING FOR THE AUTHORITY TO RESTRAIN ATTACKING ANIMALS; PROVIDING IT IS UNLAWFUL TO DIRECT A DOG TO ATTACK OTHER ANIMALS; AND
- REPEALING THE EXISTING SECTION 15, CHAPTER 3, TITLE 10 KUNA CITY ENTITLED “DISEASED ANIMALS,” WHICH PROVIDES FOR THE MANAGEMENT OF DISEASED ANIMALS, AND ENACTING A NEW SECTION 15, CHAPTER 3, TITLE 10 KUNA CITY CODE ENTITLED “CRIMINAL RESPONSIBILITY FOR DOG BITES AND ATTACKS,” PROVIDING THAT AN OWNER MAY INCUR CRIMINAL CONSEQUENCES FOR DOG ATTACKS AND BITES, AS WELL AS CERTAIN COLLATERAL CIVIL CONSEQUENCES; AND
- AMENDING SECTIONS 16, 21, 22, 23, 24, AND 25 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE BY UPDATING PROVISIONS RELATED TO HABITUAL BARKING AND NOISEMAKING, PROVIDING EXCEPTIONS TO NOISEMAKING PROVISIONS, PROVIDING THAT ANIMAL NUISANCES ARE UNLAWFUL, AND PROVIDING FOR NUISANCE FERAL CAT PREVENTION; MAKING TECHNICAL CORRECTIONS (MULTIPLE SECTIONS); UPDATING PROVISIONS FOR

IMPOUNDED ANIMALS THAT OWNERS REFUSE TO REDEEM AND REMOVING EXISTING IMPOUND APPEAL PROCEDURES; UPDATING HABITUAL ANIMAL CONTROL VIOLATOR PROVISIONS; AND

- REPEALING THE EXISTING SECTION 26 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE ENTITLED “PENALTIES,” WHICH PROVIDES FOR INFRACTIONS AND MISDEMEANOR PENALTIES FOR VIOLATIONS OF CHAPTER 3 OF TITLE 10; ENACTING A NEW SECTION 26 OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE ENTITLED “RESPONSIBILITY FOR ANIMALS OWNED BY MINORS,” WHICH PROVIDES PARENTAL OR GUARDIAN RESPONSIBILITY FOR LEGAL CONSEQUENCES FOR ANIMALS OWNED BY MINORS UNDER THEIR CARE; AND
- ENACTING A NEW SECTION OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE NUMBERED SECTION 27 AND ENTITLED “DESIGNATION AND MANAGEMENT OF DANGEROUS OR AT-RISK DOGS,” WHICH PROVIDES PROCEDURES AND STANDARDS FOR DESIGNATING DOGS AS AT-RISK OR DANGEROUS, AND PROVIDES RESTRICTIONS FOR THE KEEPING AND MANAGEMENT OF AT-RISK OR DANGEROUS DOGS WITHIN THE CITY; AND
- ENACTING A NEW SECTION OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE NUMBERED SECTION 28 AND ENTITLED “APPEAL PROCEDURE FOR AFFECTED PERSONS,” WHICH ESTABLISHES RIGHTS AND STANDARD PROCEDURES FOR APPEALING ENFORCEMENT DECISIONS MADE UNDER CHAPTER 3 OF TITLE 10 KUNA CITY CODE; AND
- ENACTING A NEW SECTION OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE NUMBERED SECTION 29 AND ENTITLED “PENALTIES,” WHICH PROVIDES INFRACTION AND MISDEMEANOR PENALTIES FOR VIOLATING PROVISIONS OF CHAPTER 3 OF TITLE 10 KUNA CITY CODE WHEN SPECIFIC PENALTIES ARE NOT PROVIDED FOR BY A PARTICULAR SECTION; AND
- DIRECTING THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive third reading
Consideration to approve Ordinance
Consideration to approve summary publication

Motion To: Waive the Third reading
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Recused: None
Absent: None
Motion Passed: 4-0-0

Motion To: Approve Ordinance 2021-30
Motion By: Council President McPherson

Motion Seconded: Council Member Christensen
Approved by the Following Roll Call Vote:
Voting Aye: Council Members Cardoza, Christensen, Laraway, and McPherson
Voting No: None
Absent: None
Motion Passed: 4-0-0

Motion To: Approve Summary Publication of Ordinance 2021-30
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Absent: None
Motion Passed: 4-0-0

9. Executive Session:

(Timestamp 01:12:10)

Executive Session request per IC 74-206(e) – To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations. **ACTION ITEM**

Motion To: Enter into Executive Session per IC 74-206(e)
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Approved by the Following Roll Call Vote:
Voting Aye: Council Members Cardoza, Christensen, Laraway, and McPherson
Voting No: None
Absent: None
Motion Passed: 4-0-0

Reconvened into regular City Council at 7:45 PM
Information received and no further action taken

10. Mayor/Council Announcements:

11. Adjournment: 7:46 PM

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

Minutes prepared by Nathan Stanley, Deputy City Clerk

Date Approved: CCM 11.03.2021

City of Kuna

Payment Approval Report - City Council Approval

Page: 1

Report dates: 10/15/2021-10/28/2021

Oct 28, 2021 09:37AM

Report Criteria:

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

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
A COMPANY, INC.												
1463	A COMPANY, INC.	114-12504083		ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 10/15/21 - 11/11/21 - BUTLER PARK	10/18/2021	212.57	.00	01-6212 RENT-EQUIPMENT	1004	10/21		
Total 114-12504083:						212.57	.00					
Total A COMPANY, INC.:						212.57	.00					
ABC STAMP, SIGNS & AWARDS												
277	ABC STAMP, SIGNS & AWARDS	0553703	12004	2 NAME PLATES FOR ECONOMIC DEVELOPMENT DIRECTOR, M. TREASURE, JUL. '21	07/30/2021	35.71	.00	01-6165 OFFICE SUPPLIES	4000	10/21		
Total 0553703:						35.71	.00					
277	ABC STAMP, SIGNS & AWARDS	0555712		NOTARY STAMP FOR S. JONES & J. EDINGER, OCT. '21-ADMIN	10/22/2021	66.77	.00	01-6165 OFFICE SUPPLIES	0	10/21		
277	ABC STAMP, SIGNS & AWARDS	0555712		NOTARY STAMP FOR S. JONES & J. EDINGER, OCT. '21-WATER	10/22/2021	1.71	.00	20-6165 OFFICE SUPPLIES	0	10/21		
277	ABC STAMP, SIGNS & AWARDS	0555712		NOTARY STAMP FOR S. JONES & J. EDINGER, OCT. '21-SEWER	10/22/2021	1.71	.00	21-6165 OFFICE SUPPLIES	0	10/21		
277	ABC STAMP, SIGNS & AWARDS	0555712		NOTARY STAMP FOR S. JONES & J. EDINGER, OCT. '21-P1	10/22/2021	.84	.00	25-6165 OFFICE SUPPLIES	0	10/21		
Total 0555712:						71.03	.00					
277	ABC STAMP, SIGNS & AWARDS	0555753	12397	NAME PLATE FOR M. BYBEE, CITY ATTORNEY, J. EDINGER, OCT. '21-ADMIN	10/26/2021	17.85	.00	01-6165 OFFICE SUPPLIES	0	10/21		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 10/15/2021-10/28/2021

Page: 2
 Oct 28, 2021 09:37AM

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
277	ABC STAMP, SIGNS & AWARDS	0555753	12397	<u>NAME PLATE FOR M. BYBEE, CITY ATTORNEY, J. EDINGER, OCT. '21-WATER</u>	10/26/2021	.80	.00	20-6165 OFFICE SUPPLIES	0	10/21		
277	ABC STAMP, SIGNS & AWARDS	0555753	12397	<u>NAME PLATE FOR M. BYBEE, CITY ATTORNEY, J. EDINGER, OCT. '21-SEWER</u>	10/26/2021	.80	.00	21-6165 OFFICE SUPPLIES	0	10/21		
277	ABC STAMP, SIGNS & AWARDS	0555753	12397	<u>NAME PLATE FOR M. BYBEE, CITY ATTORNEY, J. EDINGER, OCT. '21-PI</u>	10/26/2021	.38	.00	25-6165 OFFICE SUPPLIES	0	10/21		
Total 0555753:						19.83	.00					
Total ABC STAMP, SIGNS & AWARDS:						126.57	.00					
ADA COUNTY HIGHWAY DISTRICT (RENT)												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	16804		<u>SHOP RENT FOR NOVEMBER 2021-PARKS</u>	10/13/2021	148.50	.00	01-6211 RENT-BUILDINGS & LAND	1004	10/21		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	16804		<u>SHOP RENT FOR NOVEMBER 2021-WATER</u>	10/13/2021	126.00	.00	20-6211 RENT-BUILDINGS & LAND	0	10/21		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	16804		<u>SHOP RENT FOR NOVEMBER 2021-SEWER</u>	10/13/2021	121.50	.00	21-6211 RENT - BUILDINGS & LAND	0	10/21		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	16804		<u>SHOP RENT FOR NOVEMBER 2021-PI</u>	10/13/2021	54.00	.00	25-6211 RENT - BUILDINGS & LAND	0	10/21		
Total 16804:						450.00	.00					
Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	.00					
ADA COUNTY PROSECUTING ATTORNE												
176	ADA COUNTY PROSECUTING ATTORNE	10252021ACP		<u>PROSECUTORIAL SERVICES FOR NOVEMBER 2021</u>	10/25/2021	4,500.00	.00	01-6203 PROSECUTORIAL SERVICES	0	10/21		
Total 10252021ACPA:						4,500.00	.00					
Total ADA COUNTY PROSECUTING ATTORNE:						4,500.00	.00					

City of Kuna

Payment Approval Report - City Council Approval

Page: 3

Report dates: 10/15/2021-10/28/2021

Oct 28, 2021 09:37AM

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
BUYWYZ LLC												
1795	BUYWYZ LLC	172687.1	12462	<u>1 EA STAPLER, C. MERRITT, OCT'21 - BUILDING INSPECTION</u>	10/14/2021	16.70	.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	10/21		
Total 172687.1:						16.70	.00					
1795	BUYWYZ LLC	172912	12495	<u>1 PACK SELF-SEALING LAMINATING POUCHES, 1 PACK THERMAL LAMINATING POUCHES, 1 CARTON COPY PAPER, 1 PACK FINGER TIP MOISTENER, 1 PACK TISSUE, FOR CITY HALL, C. MERRITT, OCT'21 - ADMIN</u>	10/16/2021	36.53	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	10/21		
1795	BUYWYZ LLC	172912	12495	<u>1 PACK SELF-SEALING LAMINATING POUCHES, 1 PACK THERMAL LAMINATING POUCHES, 1 CARTON COPY PAPER, 1 PACK FINGER TIP MOISTENER, 1 PACK TISSUE, FOR CITY HALL, C. MERRITT, OCT'21 - WATER</u>	10/16/2021	25.00	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	10/21		
1795	BUYWYZ LLC	172912	12495	<u>1 PACK SELF-SEALING LAMINATING POUCHES, 1 PACK THERMAL LAMINATING POUCHES, 1 CARTON COPY PAPER, 1 PACK FINGER TIP MOISTENER, 1 PACK TISSUE, FOR CITY HALL, C. MERRITT, OCT'21 - SEWER</u>	10/16/2021	25.00	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	10/21		
1795	BUYWYZ LLC	172912	12495	<u>1 PACK SELF-SEALING LAMINATING POUCHES, 1 PACK THERMAL LAMINATING POUCHES, 1 CARTON COPY PAPER, 1 PACK FINGER TIP MOISTENER, 1 PACK TISSUE, FOR CITY HALL, C. MERRITT, OCT'21 - PI</u>	10/16/2021	9.61	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	10/21		
1795	BUYWYZ LLC	172912	12495	<u>1 EA CALL BELL, 1 PACK AAA BATTERIES, FOR TREATMENT PLANT, D. CROSSLEY, OCT'21 - WATER</u>	10/16/2021	14.56	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	10/21		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 10/15/2021-10/28/2021

Page: 4
 Oct 28, 2021 09:37AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1795	BUYWYZ LLC	172912	12495	1 EA CALL BELL, 1 PACK AAA BATTERIES, FOR TREATMENT PLANT, D. CROSSLEY, OCT'21 - SEWER	10/16/2021	14.56	.00	21-6165 OFFICE SUPPLIES	0	10/21		
1795	BUYWYZ LLC	172912	12495	1 EA CALL BELL, 1 PACK AAA BATTERIES, FOR TREATMENT PLANT, D. CROSSLEY, OCT'21 - PI	10/16/2021	5.55	.00	25-6165 OFFICE SUPPLIES	0	10/21		
Total 172912:						130.81	.00					
1795	BUYWYZ LLC	173145	12522	1 CASE TOILET TISSUE, 2 CASES PAPER TOWELS, 1 CASE LARGE TRASH BAGS, C. MERRITT, OCT'21 - JANITORAL	10/21/2021	246.83	.00	01-6025 JANITORIAL	0	10/21		
Total 173145:						246.83	.00					
Total BUYWYZ LLC:						394.34	.00					
CENTURYLINK												
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 10/07-11/06/2021-ADMIN	10/07/2021	14.86	14.86	01-6255 TELEPHONE	0	10/21	10/21/2021	
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 10/07-11/06/2021-WATER	10/07/2021	13.80	13.80	20-6255 TELEPHONE EXPENSE	0	10/21	10/21/2021	
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 10/07-11/06/2021-SEWER	10/07/2021	13.80	13.80	21-6255 TELEPHONE EXPENSE	0	10/21	10/21/2021	
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 10/07-11/06/2021-PI	10/07/2021	5.30	5.30	25-6255 TELEPHONE EXPENSE	0	10/21	10/21/2021	
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 10/07-11/06/2021-P&Z	10/07/2021	5.30	5.30	01-6255 TELEPHONE	1003	10/21	10/21/2021	
Total 208922917954B10072021:						53.06	53.06					

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 CENTURYLINK:						53.06	53.06					
CITY OF BOISE												
571	CITY OF BOISE	455		<u>OCTOBER- DECEMBER 2021 CONTRIBUTION FOR ALLUMBAUGH HOUSE</u>	10/19/2021	3,316.33	.00	<u>01-6070 DONATIONS EXPENSE</u>	0	10/21		
Total 455:						3,316.33	.00					
Total CITY OF BOISE:						3,316.33	.00					
CONRAD & BISCHOFF INC												
2020	CONRAD & BISCHOFF INC	IN-475327-21	12513	<u>1501 GALLONS DIESEL, T. SHAFFER, OCT. '19</u>	10/19/2021	5,147.00	.00	<u>21-6300 FUEL</u>	0	10/21		
Total IN-475327-21:						5,147.00	.00					
Total CONRAD & BISCHOFF INC:						5,147.00	.00					
CORE & MAIN LP												
63	CORE & MAIN LP	P499159	12442	<u>RADIO REGISTERS, J.OSBORN, OCT.'21</u>	10/05/2021	21,480.00	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1089	10/21		
Total P499159:						21,480.00	.00					
63	CORE & MAIN LP	P697653	12422	<u>METERS AND GASKETS, J.OSBORN, SEPT.'21</u>	10/04/2021	33,522.00	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1089	10/21		
Total P697653:						33,522.00	.00					
63	CORE & MAIN LP	P697739	12422	<u>REGISTERS & ANTENNAS, J.OSBORN, SEPT.'21</u>	10/04/2021	9,221.80	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1089	10/21		
Total P697739:						9,221.80	.00					
63	CORE & MAIN LP	P698095	12422	<u>WATER LIDS & BRACKETS, J.OSBORN, SEPT.'21</u>	10/04/2021	630.00	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1089	10/21		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 10/15/2021-10/28/2021

Page: 6
 Oct 28, 2021 09:37AM

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 P698095:						630.00	.00					
63	CORE & MAIN LP	P796905	12511	<u>REGISTERS, J.OSBORN, OCT.'21</u>	10/19/2021	4,893.68	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1089	10/21		
Total P796905:						4,893.68	.00					
Total CORE & MAIN LP:						69,747.48	.00					
CUSTOM ELECTRIC, INC.												
147	CUSTOM ELECTRIC, INC.	8780	12517	<u>TROUBLESHOOTING AND A NEW SWITCH, MEMORY RANCH LIFT STATION, T.FLEMING, OCT.'21</u>	10/15/2021	448.89	.00	<u>21-6150 M & R - SYSTEM</u>	0	10/21		
Total 8780:						448.89	.00					
Total CUSTOM ELECTRIC, INC.:						448.89	.00					
D & B SUPPLY												
75	D & B SUPPLY	13281	12542	<u>1 EA HAMMER DRILL SET, 1 EA DRIVER SET, 2 PACK BATTERIES, J.MORFIN, OCT.'21</u>	10/25/2021	609.97	.00	<u>01-6175 SMALL TOOLS</u>	1004	10/21		
Total 13281:						609.97	.00					
Total D & B SUPPLY:						609.97	.00					
DELL MARKETING L.P.												
1466	DELL MARKETING L.P.	10526195325		<u>10 DESKTOP PC REPLACEMENTS, M. BORZICK, OCT. '21-ADMIN</u>	10/15/2021	2,453.28	.00	<u>01-6141 IT SMALL EQUIPMENT</u>	0	10/21		
1466	DELL MARKETING L.P.	10526195325		<u>10 DESKTOP PC REPLACEMENTS, M. BORZICK, OCT. '21-WATER</u>	10/15/2021	3,238.32	.00	<u>20-6141 IT SMALL EQUIPMENT</u>	0	10/21		
1466	DELL MARKETING L.P.	10526195325		<u>10 DESKTOP PC REPLACEMENTS, M. BORZICK, OCT. '21-SEWER</u>	10/15/2021	3,238.32	.00	<u>21-6141 IT SMALL EQUIPMENT</u>	0	10/21		

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
1466	DELL MARKETING L.P.	10526195325		<u>10 DESKTOP PC REPLACEMENTS, M. BORZICK, OCT. '21-PI</u>	10/15/2021	883.18	.00	<u>25-6141 IT SMALL EQUIPMENT</u>	0	10/21		
Total 10526195325:						9,813.10	.00					
Total DELL MARKETING L.P.:						9,813.10	.00					
DUBOIS CHEMICALS INC												
512	DUBOIS CHEMICALS INC	IN-2185189	12484	<u>CHLORINE FOR WELLS, (CEDAR) D. CROSSLEY, OCT'21 - SEWER</u>	10/14/2021	751.06	.00	<u>20-6151 M & R - PROCESS CHEMICALS</u>	0	10/21		
Total IN-2185189:						751.06	.00					
Total DUBOIS CHEMICALS INC:						751.06	.00					
ED STAUB & SONS PETROLEUM, INC												
1731	ED STAUB & SONS PETROLEUM, INC	6011823		<u>76.60 PROPANE DELIVERED TO 475 SHORTLINE RD-FACILITEIS & FLEET, T. SHAFFER, OCT. '21- ADMIN</u>	10/15/2021	91.54	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	0	10/21		
1731	ED STAUB & SONS PETROLEUM, INC	6011823		<u>76.60 PROPANE DELIVERED TO 475 SHORTLINE RD-FACILITEIS & FLEET, T. SHAFFER, OCT. '21- WATER</u>	10/15/2021	36.62	.00	<u>20-6150 M & R - SYSTEM</u>	0	10/21		
1731	ED STAUB & SONS PETROLEUM, INC	6011823		<u>76.60 PROPANE DELIVERED TO 475 SHORTLINE RD-FACILITEIS & FLEET, T. SHAFFER, OCT. '21- SEWER</u>	10/15/2021	36.62	.00	<u>21-6150 M & R - SYSTEM</u>	0	10/21		
1731	ED STAUB & SONS PETROLEUM, INC	6011823		<u>76.60 PROPANE DELIVERED TO 475 SHORTLINE RD-FACILITEIS & FLEET, T. SHAFFER, OCT. '21- PI</u>	10/15/2021	18.29	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	10/21		
Total 6011823:						183.07	.00					
Total ED STAUB & SONS PETROLEUM, INC:						183.07	.00					

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 10/15/2021-10/28/2021

Page: 8
 Oct 28, 2021 09:37AM

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
HUBER TECHNOLOGY, INC.												
1611	HUBER TECHNOLOGY, INC.	CD10021967	12501	<u>GAS SPRING, T.SHAFER, OCT. '21</u>	10/20/2021	394.92	.00	<u>21-6150 M & R - SYSTEM</u>	0	10/21		
Total CD10021967:						394.92	.00					
Total HUBER TECHNOLOGY, INC.:						394.92	.00					
IDAHO DEPARTMENT OF LABOR												
179	IDAHO DEPARTMENT OF LABOR	10212021IDOL		<u>Q3/2021 UNEMPLOYEMNT INSURANCE</u>	10/21/2021	2,778.00	.00	<u>01-6280 UNEMPLOYMENT EXPENSES</u>	0	10/21		
Total 10212021IDOL:						2,778.00	.00					
Total IDAHO DEPARTMENT OF LABOR:						2,778.00	.00					
IDAHO POWER CO												
38	IDAHO POWER CO	10152021IP		<u>ELECTRIC SERVICE 08/18-09/16/2021-STREET LIGHTS</u>	10/01/2021	1,737.17	1,737.17	<u>01-6290 UTILITIES</u>	1002	10/21	10/15/2021	
Total 10152021IP:						1,737.17	1,737.17					
38	IDAHO POWER CO	10152021IPA		<u>ELECTRIC SERVICE 09/15-10/13/2021-STREET LIGHTS</u>	10/15/2021	5,952.28	5,952.28	<u>01-6290 UTILITIES</u>	1002	10/21	10/21/2021	
Total 10152021IPA:						5,952.28	5,952.28					
Total IDAHO POWER CO:						7,689.45	7,689.45					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	14193	12317	<u>AD# 147710, LEGAL PUBLIC NOTICE, ORDINANCE 2021-19A, N. STANLEY, SEPT'21</u>	09/22/2021	616.00	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	10/21		
Total 14193:						616.00	.00					

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 10/15/2021-10/28/2021

Page: 9
Oct 28, 2021 09:37AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1802	IDAHO PRESS TRIBUNE, LLC	15067	12469	<u>AD# 156808, LEGAL PUBLIC NOTICE, ORDINANCE 2021-29 S. STANLEY, OCT'21</u>	10/13/2021	313.78	.00	<u>25-6125 LEGAL PUBLICATIONS</u>	0	10/21		
Total 15067:						313.78	.00					
1802	IDAHO PRESS TRIBUNE, LLC	15068	12467	<u>AD# 156845, LEGAL PUBLIC NOTICE, CASE NO. 21-06-AN, 1113 & 1169, N BLACK CAT RD, ANNEXATION, J. REID, OCT. '21</u>	10/13/2021	41.26	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	10/21		
Total 15068:						41.26	.00					
1802	IDAHO PRESS TRIBUNE, LLC	15069	12478	<u>AD#156852, LEGAL PUBLIC NOTICE, CASE NO. 21-07-AN, 2425 N LOCUST GROVE RD ANNEXATION, T. BEHUNIN, OCT. '21</u>	10/13/2021	44.96	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	10/21		
Total 15069:						44.96	.00					
1802	IDAHO PRESS TRIBUNE, LLC	15205	12502	<u>AD#159245, LEGAL PUBLIC NOTICE, CASE NO. 21-01-PUD, SABINO'S ROCKY RIDGE SUBDIVISION, J. REID, OCT' 21</u>	10/20/2021	79.54	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	10/21		
Total 15205:						79.54	.00					
Total IDAHO PRESS TRIBUNE, LLC:						1,095.54	.00					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	482195000100		<u>NATURAL GAS CONSUMPTION AT WASTEWATER TREATMENT PLANT, 09/03-10/04/2021- WATER</u>	10/05/2021	30.88	30.88	<u>20-6290 UTILITIES EXPENSE</u>	0	10/21	10/15/2021	
37	INTERMOUNTAIN GAS CO	482195000100		<u>NATURAL GAS CONSUMPTION AT WASTEWATER TREATMENT PLANT, 09/03-10/04/2021- SEWER</u>	10/05/2021	30.88	30.88	<u>21-6290 UTILITIES EXPENSE</u>	0	10/21	10/15/2021	

City of Kuna

Payment Approval Report - City Council Approval

Page: 10

Report dates: 10/15/2021-10/28/2021

Oct 28, 2021 09:37AM

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
37	INTERMOUNTAIN GAS CO	482195000100		<u>NATURAL GAS CONSUMPTION AT WASTEWATER TREATMENT PLANT, 09/03-10/04/2021-PI</u>	10/05/2021	11.76	11.76	<u>25-6290 UTILITIES EXPENSE</u>	0	10/21	10/15/2021	
Total 48219500010052021:						73.52	73.52					
Total INTERMOUNTAIN GAS CO:						73.52	73.52					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	10082021-101		<u>SANITATION RECEIPT TRANSFER 10/08-10/14/2021</u>	10/15/2021	95,976.33	95,976.33	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	10/21	10/15/2021	
230	J & M SANITATION, INC.	10082021-101		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES 10/08-10/14/2021</u>	10/15/2021	-9,482.47	-9,482.47	<u>01-4170 FRANCHISE FEES</u>	0	10/21	10/15/2021	
Total 10082021-10142021:						86,493.86	86,493.86					
230	J & M SANITATION, INC.	10152021-102		<u>SANITATION RECEIPT TRANSFER 10/15-10/20/2021</u>	10/21/2021	80,897.64	80,897.64	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	10/21	10/21/2021	
230	J & M SANITATION, INC.	10152021-102		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES 10/15-10/20/2021</u>	10/21/2021	-7,992.69	-7,992.69	<u>01-4170 FRANCHISE FEES</u>	0	10/21	10/21/2021	
Total 10152021-10202021:						72,904.95	72,904.95					
230	J & M SANITATION, INC.	10152021JM-S		<u>SLUDGE REMOVAL FOR SEPTEMBER, '21</u>	10/15/2021	8,304.91	8,304.91	<u>21-6153 M & R - SLUDGE DISPOSAL</u>	0	10/21	10/15/2021	
230	J & M SANITATION, INC.	10152021JM-S		<u>MAINTENANCE YARD CONTINUED RENT. SEPT. '21- ADMIN</u>	10/15/2021	21.59	21.59	<u>01-6212 RENT- EQUIPMENT</u>	0	10/21	10/15/2021	
230	J & M SANITATION, INC.	10152021JM-S		<u>MAINTENANCE YARD CONTINUED RENT. SEPT. '21- WATER</u>	10/15/2021	14.77	14.77	<u>20-6212 RENT - EQUIPMENT</u>	0	10/21	10/15/2021	
230	J & M SANITATION, INC.	10152021JM-S		<u>MAINTENANCE YARD CONTINUED RENT. SEPT. '21- SEWER</u>	10/15/2021	14.77	14.77	<u>21-6212 RENT- EQUIPMENT</u>	0	10/21	10/15/2021	

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 10/15/2021-10/28/2021

Page: 11
Oct 28, 2021 09:37AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
230	J & M SANITATION, INC.	10152021JM-S		<u>MAINTENANCE YARD CONTINUED RENT. SEPT. '21-PI</u>	10/15/2021	5.67	5.67	<u>25-6212 RENT - EQUIPMENT</u>	0	10/21	10/15/2021	
Total 10152021JM-S:						8,361.71	8,361.71					
Total J & M SANITATION, INC.:						167,760.52	167,760.52					
JACK HENRY & ASSOCIATES, INC.												
1328	JACK HENRY & ASSOCIATES, INC.	3806961		<u>ENTERPRISE MONTHLY PAYMENT SOLUTIONS FOR SEPTEMBER 2021-ADMIN</u>	10/01/2021	45.43	45.43	<u>01-6052 CONTRACT SERVICES</u>	0	10/21	10/21/2021	
1328	JACK HENRY & ASSOCIATES, INC.	3806961		<u>ENTERPRISE MONTHLY PAYMENT SOLUTIONS FOR SEPTEMBER 2021-WATER</u>	10/01/2021	31.09	31.09	<u>20-6052 CONTRACT SERVICES</u>	0	10/21	10/21/2021	
1328	JACK HENRY & ASSOCIATES, INC.	3806961		<u>ENTERPRISE MONTHLY PAYMENT SOLUTIONS FOR SEPTEMBER 2021-SEWER</u>	10/01/2021	31.09	31.09	<u>21-6052 CONTRACT SERVICES</u>	0	10/21	10/21/2021	
1328	JACK HENRY & ASSOCIATES, INC.	3806961		<u>ENTERPRISE MONTHLY PAYMENT SOLUTIONS FOR SEPTEMBER 2021-PI</u>	10/01/2021	11.94	11.94	<u>25-6052 CONTRACT SERVICES</u>	0	10/21	10/21/2021	
Total 3806961:						119.55	119.55					
Total JACK HENRY & ASSOCIATES, INC.:						119.55	119.55					
KNIFE RIVER CORPORATION - MOUNTAIN WEST												
1524	KNIFE RIVER CORPORATION - MOUNTAIN WEST	289139	12531	<u>RECYCLED ASPHALT FOR DANSKIN WELL. B. VILLANUEVA. OCT. '21</u>	10/21/2021	252.80	.00	<u>20-6150 M & R - SYSTEM</u>	0	10/21		
Total 289139:						252.80	.00					
Total KNIFE RIVER CORPORATION - MOUNTAIN WEST:						252.80	.00					
KUNA JT. SCHOOL DISTRICT NO. 3												
199	KUNA JT. SCHOOL DISTRICT NO. 3	10202021KJS		<u>SCHOOL RESOURCE OFFICER SERVICES. OCT. '21</u>	10/19/2021	6,000.00	.00	<u>01-6045 CONTINGENCY</u>	1265	10/21		

City of Kuna

Payment Approval Report - City Council Approval

Page: 12

Report dates: 10/15/2021-10/28/2021

Oct 28, 2021 09:37AM

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 10202021KJS:						6,000.00	.00					
Total KUNA JT. SCHOOL DISTRICT NO. 3:						6,000.00	.00					
KUNA LUMBER												
499	KUNA LUMBER	A125082	12494	<u>FLOOR ADHESIVE FOR PARKS OFFICE FLOOR, J.ADAMS, OCT.'21</u>	10/13/2021	3.41	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	10/21		
Total A125082:						3.41	.00					
499	KUNA LUMBER	A125159	12510	<u>STRING LINE AND PEGS, J.MORFIN, OCT.'21</u>	10/18/2021	12.04	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	10/21		
Total A125159:						12.04	.00					
499	KUNA LUMBER	A125214	12519	<u>CAPS FOR SPRINKLERS, R.WARWICK, OCT.'21</u>	10/20/2021	4.56	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	10/21		
Total A125214:						4.56	.00					
499	KUNA LUMBER	A125218	12520	<u>CAPS FOR SPRINKLER LINES, R. WARWICK, OCT. '21</u>	10/20/2021	4.29	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	10/21		
Total A125218:						4.29	.00					
499	KUNA LUMBER	A125252	12535	<u>VINYL BUMPERS FOR SEWER OFFICE REMODEL, M.NADEAU, OCT.'21</u>	10/21/2021	3.59	.00	<u>21-6150 M & R - SYSTEM</u>	0	10/21		
Total A125252:						3.59	.00					
499	KUNA LUMBER	A125320	12544	<u>RIVET GUN & RIVETS, J.MORFIN, OCT.'21</u>	10/25/2021	31.74	.00	<u>01-6175 SMALL TOOLS</u>	1004	10/21		

City of Kuna

 Payment Approval Report - City Council Approval
 Report dates: 10/15/2021-10/28/2021

 Page: 13
 Oct 28, 2021 09:37AM

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 A125320:						31.74	.00					
499	KUNA LUMBER	B156271	12455	<u>BLOW OUT PARTS FOR SPRINKLER, J.MORFIN, OCT. '21</u>	10/05/2021	18.94	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	10/21		
Total B156271:						18.94	.00					
499	KUNA LUMBER	B156734	12521	<u>MINI FOAM COVER, FOAM BRUSHES FOR PAINTING AT SEWER OFFICE, M. NADEAU, OCT'21</u>	10/20/2021	10.13	.00	<u>21-6150 M & R - SYSTEM</u>	0	10/21		
Total B156734:						10.13	.00					
499	KUNA LUMBER	C4229	12541	<u>ROOF MATERIALS FOR BERNIE FISHER WATER TOWER BUILDING #1, B. WITHROW, OCT. '21</u>	10/22/2021	1,015.54	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1237	10/21		
Total C4229:						1,015.54	.00					
499	KUNA LUMBER	C4230	12541	<u>ROOF MATERIALS FOR BERNIE FISHER WATER TOWER BUILDING #2, B. WITHROW, OCT. '21</u>	10/22/2021	4,626.27	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1237	10/21		
Total C4230:						4,626.27	.00					
499	KUNA LUMBER	C4231	12541	<u>ROOF MATERIALS FOR BERNIE FISHER WATER TOWER BUILDING #3, B. WITHROW, OCT. '21</u>	10/22/2021	4,781.31	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1237	10/21		
Total C4231:						4,781.31	.00					
499	KUNA LUMBER	E9575	12526	<u>5 GALLONS, 2 QUARTS PAINT FOR THE ECON VILLAGE CHRISTMAS, G. SMITH, OCT. '21</u>	10/22/2021	190.28	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	10/21		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 10/15/2021-10/28/2021

Page: 15
 Oct 28, 2021 09:37AM

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>03012172, OCT. '21 -SEWER</u>	10/18/2021	93.14	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	10/21		
1619	LOCAHAN LLC	AR999105		<u>CONTRACT OVERAGE CHARGE FOR 09/01-09/30/2021, MODEL# MX2651, SERIAL # 03012172, OCT. '21-PI</u>	10/18/2021	35.48	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	10/21		
Total AR999105:						221.76	.00					
Total LOCAHAN LLC:						336.55	.00					
MIDCO DIVING & MARINE SERVICES, INC												
1742	MIDCO DIVING & MARINE SERVICES, INC	4352		<u>WELLS TANK CLEANING, D. CROSSLEY, SEPT. 21</u>	09/14/2021	3,196.00	.00	<u>20-6150 M & R - SYSTEM</u>	0	10/21		
Total 4352:						3,196.00	.00					
Total MIDCO DIVING & MARINE SERVICES, INC:						3,196.00	.00					
MILLIPORE CORPORATION												
1421	MILLIPORE CORPORATION	10074983	12466	<u>FILTERS AND TABLETS FOR DEIONIZATION LAB SUPPLIES, T. SHAFFER, OCT.'21</u>	10/11/2021	511.24	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1264	10/21		
Total 10074983:						511.24	.00					
Total MILLIPORE CORPORATION:						511.24	.00					
MISCELLANEOUS #2												
1849	MISCELLANEOUS #2	10152021NSH		<u>SEWER LID KEY BANK REFUND, BUILDING PERMIT #27701, OCT. '21</u>	10/15/2021	3,233.75	3,233.75	<u>21-2530 DUE TO KEYBANK 2006-1 LID</u>	0	10/21	10/15/2021	
Total 10152021NSH:						3,233.75	3,233.75					
1849	MISCELLANEOUS #2	10152021NSH		<u>SEWER LID KEY BANK REFUND, BUILDING PERMIT #27702, OCT. '21</u>	10/15/2021	3,233.75	3,233.75	<u>21-2530 DUE TO KEYBANK 2006-1 LID</u>	0	10/21	10/15/2021	

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 10152021NSHA:						3,233.75	3,233.75					
1849	MISCELLANEOUS #2	10182021BV		<u>BRIAN VILLANUEVA, REIMBURSEMENT FOR CDL TESTING, OCT.'21</u>	10/18/2021	300.00	300.00	<u>01-6265 TRAINING & SCHOOLING</u>	1004	10/21	10/21/2021	
Total 10182021BV:						300.00	300.00					
Total MISCELLANEOUS #2:						6,767.50	6,767.50					
NAMPA & MERIDIAN IRRIGATION DISTRICT												
1420	NAMPA & MERIDIAN IRRIGATION DISTRICT	10062021NMI		<u>TAX ROLL 2021, 1ST AND 2ND HALF, INCLUSIONS PER ORDINANCE, GRAN PRADO SUB NO 1, MEMORY RANCH SUB NOS 1-2 & 3 (SEC 3 2 N 1W)</u>	10/06/2021	3,512.38	.00	<u>25-6116 IRRIGATION / WATER COSTS</u>	0	10/21		
Total 10062021NMID-5500X:						3,512.38	.00					
Total NAMPA & MERIDIAN IRRIGATION DISTRICT:						3,512.38	.00					
NICK'S CUSTOM CURBS & DECORATIVE CONCRET												
1403	NICK'S CUSTOM CURBS & DECORATIVE CONCRET	1088		<u>REMOVAL OF OLD ROOF AND INSTALL OF NEW ROOF, FOR BERNIE FISHER PARK WATER TOWER BUIDLING, OCT'21</u>	10/20/2021	6,800.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1237	10/21		
Total 1088:						6,800.00	.00					
Total NICK'S CUSTOM CURBS & DECORATIVE CONCRET:						6,800.00	.00					
NORCO, INC.												
222	NORCO, INC.	36042051410	12479	<u>WELDING GAS, FOR FLEET SHOP, OCT'21 - ADMIN</u>	10/08/2021	57.07	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	10/21		
222	NORCO, INC.	36042051410	12479	<u>WELDING GAS, FOR FLEET SHOP, OCT'21 - WATER</u>	10/08/2021	22.83	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	10/21		

City of Kuna

Payment Approval Report - City Council Approval

Page: 17

Report dates: 10/15/2021-10/28/2021

Oct 28, 2021 09:37AM

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
222	NORCO, INC.	36042051410	12479	<u>WELDING GAS, FOR FLEET SHOP, OCT'21 - SEWER</u>	10/08/2021	22.83	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	10/21		
222	NORCO, INC.	36042051410	12479	<u>WELDING GAS, FOR FLEET SHOP, OCT'21 - PI</u>	10/08/2021	11.42	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	10/21		
Total 36042051410:						114.15	.00					
Total NORCO, INC.:						114.15	.00					
PARTS, INC.												
470	PARTS, INC.	246000	12500	<u>DAKOTA AIR FILTER, TOP DRESSER AIR FILTER, B. WITHROW, OCT'21 - PARK</u>	10/14/2021	22.18	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	10/21		
Total 246000:						22.18	.00					
470	PARTS, INC.	246054	12506	<u>JB WELD, FOR F-350 DOOR, TRUCK #24, J. DURHAM, OCT'21 - PARKS</u>	10/15/2021	7.29	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	10/21		
Total 246054:						7.29	.00					
Total PARTS, INC.:						29.47	.00					
PEAK ALARM COMPANY, INC												
1021	PEAK ALARM COMPANY, INC	1150803		<u>ALARM MONITORING FOR WELLS (SNOWHAWK, DANSKIN, BEST BATH, EL CAJON, BUTLER, CEDAR, & SEGO PRAIRIE) 11/01- 11/30/2021 - PI</u>	11/01/2021	55.35	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	10/21		
1021	PEAK ALARM COMPANY, INC	1150803		<u>ALARM MONITORING FOR WELLS (SNOWHAWK, DANSKIN, BEST BATH, EL CAJON, BUTLER, CEDAR, & SEGO PRAIRIE) 11/01- 11/30/2021 - WATER</u>	11/01/2021	221.41	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	10/21		

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 1150803:						276.76	.00					
Total PEAK ALARM COMPANY, INC:						276.76	.00					
PEAK CONCRETE & CONSTRUCTION LLC												
2109	PEAK CONCRETE & CONSTRUCTION LLC	321018-1		10 EA BOLLARD LIGHTNING, 33% COMPLETE, PARKS OFFICE PARKING LOT LIGHTING, B. WITHROW, OCT'21	10/26/2021	24,100.00	.00	40-6020 CAPITAL IMPROVEMENTS	1173	10/21		
Total 321018-1:						24,100.00	.00					
Total PEAK CONCRETE & CONSTRUCTION LLC:						24,100.00	.00					
PIPECO, INC												
55	PIPECO, INC	S4366631.001	12471	2 EA SLIDE GATES, FOR SEGO PRARIE POND, D. CROSSLEY, OCT '21 - PI	10/07/2021	758.06	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	10/21		
Total S4366631.001:						758.06	.00					
Total PIPECO, INC:						758.06	.00					
QUADIENT INC												
1841	QUADIENT INC	16507409		2 EA INK CARTRIDGES FOR CITY HALL MAIL METER/PRINTER, OCT'21 - ADMIN	10/07/2021	78.25	.00	01-6190 POSTAGE & BILLING	0	10/21		
1841	QUADIENT INC	16507409		2 EA INK CARTRIDGES FOR CITY HALL MAIL METER/PRINTER, OCT'21 - P&Z	10/07/2021	27.95	.00	01-6190 POSTAGE & BILLING	1003	10/21		
1841	QUADIENT INC	16507409		2 EA INK CARTRIDGES FOR CITY HALL MAIL METER/PRINTER, OCT'21 - WATER	10/07/2021	72.66	.00	20-6190 POSTAGE & BILLING	0	10/21		
1841	QUADIENT INC	16507409		2 EA INK CARTRIDGES FOR CITY HALL MAIL METER/PRINTER, OCT'21 - SEWER	10/07/2021	72.66	.00	21-6190 POSTAGE & BILLING	0	10/21		

City of Kuna

Payment Approval Report - City Council Approval

Page: 19

Report dates: 10/15/2021-10/28/2021

Oct 28, 2021 09:37AM

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
1841	QUADIENT INC	16507409		<u>2 EA INK CARTRIDGES FOR CITY HALL MAIL METER/PRINTER, OCT'21 - PI</u>	10/07/2021	27.94	.00	<u>25-6190 POSTAGE & BILLING</u>	0	10/21		
Total 16507409:						279.46	.00					
Total QUADIENT INC:						279.46	.00					
REXEL USA, INC.												
1613	REXEL USA, INC.	Z979661		<u>2 EA LED STREET LIGHTS, D. CROSSLEY, OCT'21 - STREET LIGHTS</u>	10/08/2021	154.92	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1002	10/21		
Total Z979661:						154.92	.00					
Total REXEL USA, INC.:						154.92	.00					
ROCKY MOUNTAIN TURF & INDUSTRI												
478	ROCKY MOUNTAIN TURF & INDUSTRI	W04982	12505	<u>REPAIR OF JACOBSON LAWN MOWER & REVIEW OF CHECK ENGINE LIGHT, S. HOWELL, OCT '21 - PARKS</u>	10/15/2021	530.00	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	10/21		
Total W04982:						530.00	.00					
Total ROCKY MOUNTAIN TURF & INDUSTRI:						530.00	.00					
SAGE SUPPLY INC												
1854	SAGE SUPPLY INC	20-32073		<u>LIQUID ICE MELT, FOR ALL DEPARTMENTS, B. WITHROW, OCT'21 - ADMIN</u>	10/22/2021	612.50	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	0	10/21		
1854	SAGE SUPPLY INC	20-32073		<u>LIQUID ICE MELT, FOR ALL DEPARTMENTS, B. WITHROW, OCT'21 - P&Z</u>	10/22/2021	218.75	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	0	10/21		
1854	SAGE SUPPLY INC	20-32073		<u>LIQUID ICE MELT, FOR ALL DEPARTMENTS, B. WITHROW, OCT'21 - WATER</u>	10/22/2021	568.75	.00	<u>20-6150 M & R - SYSTEM</u>	0	10/21		

City of Kuna

Payment Approval Report - City Council Approval

Page: 20

Report dates: 10/15/2021-10/28/2021

Oct 28, 2021 09:37AM

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
1854	SAGE SUPPLY INC	20-32073		<u>LIQUID ICE MELT, FOR ALL DEPARTMENTS, B. WITHROW, OCT'21 - SEWER</u>	10/22/2021	568.75	.00	<u>21-6150 M & R - SYSTEM</u>	0	10/21		
1854	SAGE SUPPLY INC	20-32073		<u>LIQUID ICE MELT, FOR ALL DEPARTMENTS, B. WITHROW, OCT'21 - PI</u>	10/22/2021	218.75	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	10/21		
Total 20-32073:						2,187.50	.00					
Total SAGE SUPPLY INC:						2,187.50	.00					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:07902490		<u>1 EA CASE OF COFFEE, 2 EA CANISTERS OF CREAM, FOR CITY HALL, OCT'21 - ADMIN</u>	10/20/2021	23.86	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	10/21		
992	TREASURE VALLEY COFFEE	2160:07902490		<u>1 EA CASE OF COFFEE, 2 EA CANISTERS OF CREAM, FOR CITY HALL, OCT'21 - WATER</u>	10/20/2021	16.33	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	10/21		
992	TREASURE VALLEY COFFEE	2160:07902490		<u>1 EA CASE OF COFFEE, 2 EA CANISTERS OF CREAM, FOR CITY HALL, OCT'21 - SEWER</u>	10/20/2021	16.33	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	10/21		
992	TREASURE VALLEY COFFEE	2160:07902490		<u>1 EA CASE OF COFFEE, 2 EA CANISTERS OF CREAM, FOR CITY HALL, OCT'21 - PI</u>	10/20/2021	6.28	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	10/21		
Total 2160:07902490:						62.80	.00					
992	TREASURE VALLEY COFFEE	2160:07907291	12538	<u>1 EA WATER COOLER RENTAL, 3 EA 5-GALLON WATER BOTTLES, FOR PARKS, OCT'21 - PARKS</u>	10/22/2021	28.10	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	10/21		
Total 2160:07907291:						28.10	.00					
992	TREASURE VALLEY COFFEE	2160:07907294	12538	<u>1 EA WATER COOLER RENTAL, 5 EA 5-GALLON WATER BOTTLES, FOR CITY HALL, OCT'21 - ADMIN</u>	10/22/2021	15.77	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	10/21		

City of Kuna

Payment Approval Report - City Council Approval

Page: 21

Report dates: 10/15/2021-10/28/2021

Oct 28, 2021 09:37AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
992	TREASURE VALLEY COFFEE	2160:07907294	12538	<u>1 EA WATER COOLER RENTAL, 5 EA 5-GALLON WATER BOTTLES, FOR CITY HALL, OCT'21 - WATER</u>	10/22/2021	10.79	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	10/21		
992	TREASURE VALLEY COFFEE	2160:07907294	12538	<u>1 EA WATER COOLER RENTAL, 5 EA 5-GALLON WATER BOTTLES, FOR CITY HALL, OCT'21 - SEWER</u>	10/22/2021	10.79	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	10/21		
992	TREASURE VALLEY COFFEE	2160:07907294	12538	<u>1 EA WATER COOLER RENTAL, 5 EA 5-GALLON WATER BOTTLES, FOR CITY HALL, OCT'21 - PI</u>	10/22/2021	4.15	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	10/21		
Total 2160:07907294:						41.50	.00					
992	TREASURE VALLEY COFFEE	2160:07907322	12536	<u>1 EA CREAM CANISTER, 2 EA SUGAR CANISTER, 2 EA SLEEVES OF CUPS, 2 EA WATER COOLER RENTAL, 5 EA 5-GALLON WATER BOTTLES, FOR TREATMENT PLANT, OCT'21 - WATER</u>	10/22/2021	19.07	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	10/21		
992	TREASURE VALLEY COFFEE	2160:07907322	12536	<u>1 EA CREAM CANISTER, 2 EA SUGAR CANISTER, 2 EA SLEEVES OF CUPS, 2 EA WATER COOLER RENTAL, 5 EA 5-GALLON WATER BOTTLES, FOR TREATMENT PLANT, OCT'21 - SEWER</u>	10/22/2021	19.07	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	10/21		
992	TREASURE VALLEY COFFEE	2160:07907322	12536	<u>1 EA CREAM CANISTER, 2 EA SUGAR CANISTER, 2 EA SLEEVES OF CUPS, 2 EA WATER COOLER RENTAL, 5 EA 5-GALLON WATER BOTTLES, FOR TREATMENT PLANT, OCT'21 - PI</u>	10/22/2021	7.26	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	10/21		
Total 2160:07907322:						45.40	.00					
992	TREASURE VALLEY COFFEE	2160:07907378	12538	<u>1 EA WATER COOLER RENTAL, FOR PARKS, OCT'21 - PARKS</u>	10/22/2021	13.00	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	10/21		

City of Kuna

Payment Approval Report - City Council Approval

Page: 23

Report dates: 10/15/2021-10/28/2021

Oct 28, 2021 09:37AM

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>PAYMENT PROP DAMAGE SURCHARGE, FOR CITY HALL, OCT'21 - SEWER</u>	10/18/2021	107.34	.00	<u>21-6212 RENT- EQUIPMENT</u>	0	10/21		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	455813022		<u>COPIER CONTRACT #500- 0519539-000, MODEL #MPC450EX, SERIAL #C737M540938 & #C737M540155, CONTRACT PAYMENT PROP DAMAGE SURCHARGE, FOR CITY HALL, OCT'21 - PI</u>	10/18/2021	41.28	.00	<u>25-6212 RENT - EQUIPMENT</u>	0	10/21		
Total 455813022:						412.85	.00					
Total U.S. BANK NATIONAL ASSOC (EQUIP FINANCE):						412.85	.00					
USA BLUE BOOK												
265	USA BLUE BOOK	756469	12488	<u>CUSTODY SEALS, D.CROSSLEY, OCT'21 - WATER</u>	10/12/2021	139.63	.00	<u>20-6150 M & R - SYSTEM</u>	0	10/21		
265	USA BLUE BOOK	756469	12488	<u>CUSTODY SEALS, D.CROSSLEY, OCT'21 - PI</u>	10/12/2021	34.91	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	10/21		
Total 756469:						174.54	.00					
Total USA BLUE BOOK:						174.54	.00					
UTILITY REFUND #10												
2044	UTILITY REFUND #10	323072.00		<u>TED MASON SIGNATURE HOMES, 1924 N HURTSVILLE AVE, UTILITY REFUND</u>	10/06/2021	7.66	.00	<u>20-4500 METERED WATER SALES</u>	0	10/21		
2044	UTILITY REFUND #10	323072.00		<u>TED MASON SIGNATURE HOMES, 1924 N HURTSVILLE AVE, UTILITY REFUND</u>	10/06/2021	8.37	.00	<u>21-4600 SEWER USER FEES</u>	0	10/21		
Total 323072.00:						16.03	.00					
Total UTILITY REFUND #10:						16.03	.00					

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 10/15/2021-10/28/2021

Page: 24
 Oct 28, 2021 09:37AM

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
UTILITY REFUND #11												
2062	UTILITY REFUND #11	281040.00		<u>NORTH STAR HOMES, 1559 W CERULEAN ST. UTILITY REFUND</u>	10/04/2021	87.84	.00	<u>20-4500 METERED WATER SALES</u>	0	10/21		
2062	UTILITY REFUND #11	281040.00		<u>NORTH STAR HOMES, 1559 W CERULEAN ST. UTILITY REFUND</u>	10/04/2021	-42.16	.00	<u>21-4600 SEWER USER FEES</u>	0	10/21		
Total 281040.00:						45.68	.00					
Total UTILITY REFUND #11:						45.68	.00					
UTILITY REFUND #13												
2106	UTILITY REFUND #13	174117.02		<u>MELISA GEORGE, 852 S STIBNITE PL. UTILITY REFUND</u>	10/19/2021	7.05	.00	<u>20-4500 METERED WATER SALES</u>	0	10/21		
2106	UTILITY REFUND #13	174117.02		<u>MELISA GEORGE, 852 S STIBNITE PL. UTILITY REFUND</u>	10/19/2021	-1.40	.00	<u>21-4600 SEWER USER FEES</u>	0	10/21		
2106	UTILITY REFUND #13	174117.02		<u>MELISA GEORGE, 852 S STIBNITE PL. UTILITY REFUND</u>	10/19/2021	-.92	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/21		
Total 174117.02:						4.73	.00					
2106	UTILITY REFUND #13	180850.03		<u>CORY R KELLEY, 1264 W GUNNER ST. UTILITY REFUND</u>	10/14/2021	78.96	.00	<u>20-4500 METERED WATER SALES</u>	0	10/21		
2106	UTILITY REFUND #13	180850.03		<u>CORY R KELLEY, 1264 W GUNNER ST. UTILITY REFUND</u>	10/14/2021	2.45	.00	<u>21-4600 SEWER USER FEES</u>	0	10/21		
2106	UTILITY REFUND #13	180850.03		<u>CORY R KELLEY, 1264 W GUNNER ST. UTILITY REFUND</u>	10/14/2021	1.84	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/21		
Total 180850.03:						83.25	.00					
2106	UTILITY REFUND #13	221715.03		<u>GERALD TRADER, 891 S THREAVE AVE. UTILITY REFUND</u>	10/19/2021	14.50	.00	<u>20-4500 METERED WATER SALES</u>	0	10/21		

City of Kuna

 Payment Approval Report - City Council Approval
 Report dates: 10/15/2021-10/28/2021

 Page: 26
 Oct 28, 2021 09:37AM

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>REFUND</u>	10/19/2021	4.06	.00	<u>21-4600 SEWER USER FEES</u>	0	10/21		
2106	UTILITY REFUND #13	274675.02		<u>BRYAN R ROBINSON, 180 W QUAKING ASPEN LN, UTILITY REFUND</u>	10/19/2021	2.94	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/21		
	Total 274675.02:					13.56	.00					
2106	UTILITY REFUND #13	277131.02		<u>ERIK JOSEPH KELDER, 2518 N TUMBLER PL, UTILITY REFUND</u>	10/19/2021	70.91	.00	<u>20-4500 METERED WATER SALES</u>	0	10/21		
2106	UTILITY REFUND #13	277131.02		<u>ERIK JOSEPH KELDER, 2518 N TUMBLER PL, UTILITY REFUND</u>	10/19/2021	59.36	.00	<u>21-4600 SEWER USER FEES</u>	0	10/21		
2106	UTILITY REFUND #13	277131.02		<u>ERIK JOSEPH KELDER, 2518 N TUMBLER PL, UTILITY REFUND</u>	10/19/2021	38.06	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/21		
	Total 277131.02:					168.33	.00					
2106	UTILITY REFUND #13	300540.02		<u>RYAN HUNTER, 2551 N HOSE GULCH AVE, UTILITY REFUND</u>	10/14/2021	28.39	.00	<u>20-4500 METERED WATER SALES</u>	0	10/21		
2106	UTILITY REFUND #13	300540.02		<u>RYAN HUNTER, 2551 N HOSE GULCH AVE, UTILITY REFUND</u>	10/14/2021	34.84	.00	<u>21-4600 SEWER USER FEES</u>	0	10/21		
2106	UTILITY REFUND #13	300540.02		<u>RYAN HUNTER, 2551 N HOSE GULCH AVE, UTILITY REFUND</u>	10/14/2021	28.81	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/21		
	Total 300540.02:					92.04	.00					
2106	UTILITY REFUND #13	310113.02		<u>BRUCE W CHILDERS, 9238 S COPELAND WAY, UTILITY REFUND</u>	10/19/2021	36.49	.00	<u>20-4500 METERED WATER SALES</u>	0	10/21		
2106	UTILITY REFUND #13	310113.02		<u>BRUCE W CHILDERS, 9238 S COPELAND WAY, UTILITY REFUND</u>	10/19/2021	39.13	.00	<u>21-4600 SEWER USER FEES</u>	0	10/21		
2106	UTILITY REFUND #13	310113.02		<u>BRUCE W CHILDERS, 9238 S COPELAND WAY, UTILITY REFUND</u>	10/19/2021	35.00	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/21		

City of Kuna

Payment Approval Report - City Council Approval

Page: 27

Report dates: 10/15/2021-10/28/2021

Oct 28, 2021 09:37AM

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 310113.02:						110.62	.00					
2106	UTILITY REFUND #13	330031.01		<u>STEPHANIE STEPHENSON, 1845 N MEADOWFIELD AVE, UTILITY REFUND</u>	10/14/2021	32.19	.00	<u>20-4500 METERED WATER SALES</u>	0	10/21		
2106	UTILITY REFUND #13	330031.01		<u>STEPHANIE STEPHENSON, 1845 N MEADOWFIELD AVE, UTILITY REFUND</u>	10/14/2021	39.12	.00	<u>21-4600 SEWER USER FEES</u>	0	10/21		
2106	UTILITY REFUND #13	330031.01		<u>STEPHANIE STEPHENSON, 1845 N MEADOWFIELD AVE, UTILITY REFUND</u>	10/14/2021	27.13	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/21		
Total 330031.01:						98.44	.00					
2106	UTILITY REFUND #13	330077.01		<u>JEREMIAH BUTTRAM, 1217 E TROPHY ST, UTILITY REFUND</u>	10/15/2021	54.46	.00	<u>20-4500 METERED WATER SALES</u>	0	10/21		
2106	UTILITY REFUND #13	330077.01		<u>JEREMIAH BUTTRAM, 1217 E TROPHY ST, UTILITY REFUND</u>	10/15/2021	64.50	.00	<u>21-4600 SEWER USER FEES</u>	0	10/21		
2106	UTILITY REFUND #13	330077.01		<u>JEREMIAH BUTTRAM, 1217 E TROPHY ST, UTILITY REFUND</u>	10/15/2021	47.95	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/21		
Total 330077.01:						166.91	.00					
Total UTILITY REFUND #13:						1,040.45	.00					
UTILITY REFUND #9												
2004	UTILITY REFUND #9	282025.00		<u>CBH, 1419 W NANNYBERRY ST, UTILITY REFUND</u>	10/04/2021	54.50	.00	<u>20-4500 METERED WATER SALES</u>	0	10/21		
2004	UTILITY REFUND #9	282025.00		<u>CBH, 1419 W NANNYBERRY ST, UTILITY REFUND</u>	10/04/2021	1.56	.00	<u>21-4600 SEWER USER FEES</u>	0	10/21		
Total 282025.00:						56.06	.00					

City of Kuna

 Payment Approval Report - City Council Approval
 Report dates: 10/15/2021-10/28/2021

 Page: 28
 Oct 28, 2021 09:37AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2004	UTILITY REFUND #9	282026.00		<u>CBH, 1441 W NANNYBERRY ST, UTILITY REFUND</u>	09/29/2021	32.80	.00	<u>20-4500_METERED WATER SALES</u>	0	10/21		
2004	UTILITY REFUND #9	282026.00		<u>CBH, 1441 W NANNYBERRY ST, UTILITY REFUND</u>	09/29/2021	25.37	.00	<u>21-4600_SEWER USER FEES</u>	0	10/21		
Total 282026.00:						58.17	.00					
2004	UTILITY REFUND #9	282034.00		<u>CBH, 2843 N KLEMMER AVE, UTILITY REFUND</u>	10/05/2021	2.52	.00	<u>20-4500_METERED WATER SALES</u>	0	10/21		
2004	UTILITY REFUND #9	282034.00		<u>CBH, 2843 N KLEMMER AVE, UTILITY REFUND</u>	10/05/2021	2.56	.00	<u>21-4600_SEWER USER FEES</u>	0	10/21		
Total 282034.00:						5.08	.00					
2004	UTILITY REFUND #9	282047.00		<u>CBH, 1421 W PENDULUM COVE DR, UTILITY REFUND</u>	10/05/2021	62.28	.00	<u>20-4500_METERED WATER SALES</u>	0	10/21		
2004	UTILITY REFUND #9	282047.00		<u>CBH, 1421 W PENDULUM COVE DR, UTILITY REFUND</u>	10/05/2021	10.68	.00	<u>21-4600_SEWER USER FEES</u>	0	10/21		
Total 282047.00:						72.96	.00					
2004	UTILITY REFUND #9	282049.00		<u>CBH, 1367 W PENDULUM COVE DR, UTILITY REFUND</u>	10/04/2021	54.41	.00	<u>20-4500_METERED WATER SALES</u>	0	10/21		
2004	UTILITY REFUND #9	282049.00		<u>CBH, 1367 W PENDULUM COVE DR, UTILITY REFUND</u>	10/04/2021	1.60	.00	<u>21-4600_SEWER USER FEES</u>	0	10/21		
Total 282049.00:						56.01	.00					
2004	UTILITY REFUND #9	282055.00		<u>CBH, 1346 W TREEHOUSE ST, UTILITY REFUND</u>	09/29/2021	40.00	.00	<u>20-4500_METERED WATER SALES</u>	0	10/21		
2004	UTILITY REFUND #9	282055.00		<u>CBH, 1346 W TREEHOUSE ST, UTILITY REFUND</u>	09/29/2021	9.59	.00	<u>21-4600_SEWER USER FEES</u>	0	10/21		
Total 282055.00:						49.59	.00					

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 10/15/2021-10/28/2021

Page: 29

Oct 28, 2021 09:37AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2004	UTILITY REFUND #9	293218.00		<u>CBH, 6485 S FAITHFUL AVENUE, UTILITY REFUND</u>	09/29/2021	47.88	.00	<u>20-4500_METERED WATER SALES</u>	0	10/21		
2004	UTILITY REFUND #9	293218.00		<u>CBH, 6485 S FAITHFUL AVENUE, UTILITY REFUND</u>	09/29/2021	13.67	.00	<u>21-4600_SEWER USER FEES</u>	0	10/21		
Total 293218.00:						61.55	.00					
2004	UTILITY REFUND #9	302531.00		<u>STACY CONSTRUCTION, 882 E OSORNO DR, UTILITY REFUND</u>	10/04/2021	37.20	.00	<u>20-4500_METERED WATER SALES</u>	0	10/21		
2004	UTILITY REFUND #9	302531.00		<u>STACY CONSTRUCTION, 882 E OSORNO DR, UTILITY REFUND</u>	10/04/2021	39.37	.00	<u>21-4600_SEWER USER FEES</u>	0	10/21		
Total 302531.00:						76.57	.00					
2004	UTILITY REFUND #9	302532.00		<u>BALT LLC, 868 E OSORNO DR, UTILITY REFUND</u>	10/05/2021	53.15	.00	<u>20-4500_METERED WATER SALES</u>	0	10/21		
2004	UTILITY REFUND #9	302532.00		<u>BALT LLC, 868 E OSORNO DR, UTILITY REFUND</u>	10/05/2021	2.09	.00	<u>21-4600_SEWER USER FEES</u>	0	10/21		
Total 302532.00:						55.24	.00					
2004	UTILITY REFUND #9	302557.00		<u>RIVERWOOD HOMES, 843 E RIO CHICO DR, UTILITY REFUND</u>	10/04/2021	22.66	.00	<u>20-4500_METERED WATER SALES</u>	0	10/21		
2004	UTILITY REFUND #9	302557.00		<u>RIVERWOOD HOMES, 843 E RIO CHICO DR, UTILITY REFUND</u>	10/04/2021	24.90	.00	<u>21-4600_SEWER USER FEES</u>	0	10/21		
Total 302557.00:						47.56	.00					
2004	UTILITY REFUND #9	302561.00		<u>RIVERWOOD HOMES, 779 E RIO CHICO DR, UTILITY REFUND</u>	09/29/2021	32.93	.00	<u>20-4500_METERED WATER SALES</u>	0	10/21		
2004	UTILITY REFUND #9	302561.00		<u>RIVERWOOD HOMES, 779 E RIO CHICO DR, UTILITY REFUND</u>	09/29/2021	22.06	.00	<u>21-4600_SEWER USER FEES</u>	0	10/21		

City of Kuna

 Payment Approval Report - City Council Approval
 Report dates: 10/15/2021-10/28/2021

 Page: 30
 Oct 28, 2021 09:37AM

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 302561.00:						54.99	.00					
2004	UTILITY REFUND #9	303520.00		<u>HUBBLE HOMES, 674 E CELTIC DR. UTILITY REFUND</u>	09/29/2021	30.72	.00	<u>20-4500 METERED WATER SALES</u>	0	10/21		
2004	UTILITY REFUND #9	303520.00		<u>HUBBLE HOMES, 674 E CELTIC DR. UTILITY REFUND</u>	09/29/2021	-23.33	.00	<u>21-4600 SEWER USER FEES</u>	0	10/21		
Total 303520.00:						7.39	.00					
2004	UTILITY REFUND #9	303525.00		<u>HUBBLE HOMES, 716 E BRUSH CREEK ST. UTILITY REFUND</u>	10/07/2021	83.98	.00	<u>20-4500 METERED WATER SALES</u>	0	10/21		
2004	UTILITY REFUND #9	303525.00		<u>HUBBLE HOMES, 716 E BRUSH CREEK ST. UTILITY REFUND</u>	10/07/2021	28.08	.00	<u>21-4600 SEWER USER FEES</u>	0	10/21		
Total 303525.00:						112.06	.00					
2004	UTILITY REFUND #9	303527.00		<u>HUBBLE HOMES, 744 E BRUSH CREEK ST. UTILITY REFUND</u>	10/04/2021	72.47	.00	<u>20-4500 METERED WATER SALES</u>	0	10/21		
2004	UTILITY REFUND #9	303527.00		<u>HUBBLE HOMES, 744 E BRUSH CREEK ST. UTILITY REFUND</u>	10/04/2021	19.18	.00	<u>21-4600 SEWER USER FEES</u>	0	10/21		
Total 303527.00:						91.65	.00					
2004	UTILITY REFUND #9	303618.00		<u>HUBBLE HOMES, 629 E WHITBECK ST. UTILITY REFUND</u>	10/04/2021	68.14	.00	<u>20-4500 METERED WATER SALES</u>	0	10/21		
2004	UTILITY REFUND #9	303618.00		<u>HUBBLE HOMES, 629 E WHITBECK ST. UTILITY REFUND</u>	10/04/2021	43.20	.00	<u>21-4600 SEWER USER FEES</u>	0	10/21		
Total 303618.00:						111.34	.00					
2004	UTILITY REFUND #9	303621.00		<u>HUBBLE HOMES, 675 E WHITBECK ST. UTILITY REFUND</u>	10/05/2021	54.48	.00	<u>20-4500 METERED WATER SALES</u>	0	10/21		

City of Kuna

Payment Approval Report - City Council Approval

Page: 31

Report dates: 10/15/2021-10/28/2021

Oct 28, 2021 09:37AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2004	UTILITY REFUND #9	303621.00		<u>HUBBLE HOMES, 675 E WHITBECK ST, UTILITY REFUND</u>	10/05/2021	1.53	.00	<u>21-4600 SEWER USER FEES</u>	0	10/21		
Total 303621.00:						56.01	.00					
2004	UTILITY REFUND #9	303622.00A		<u>HUBBLE HOMES, 695 E WHITBECK ST, UTILITY REFUND</u>	10/07/2021	52.67	.00	<u>20-4500 METERED WATER SALES</u>	0	10/21		
Total 303622.00A:						52.67	.00					
2004	UTILITY REFUND #9	303623.00		<u>HUBBLE HOMES, 698 E TAPER ST, UTILITY REFUND</u>	10/05/2021	80.14	.00	<u>20-4500 METERED WATER SALES</u>	0	10/21		
2004	UTILITY REFUND #9	303623.00		<u>HUBBLE HOMES, 698 E TAPER ST, UTILITY REFUND</u>	10/05/2021	30.28	.00	<u>21-4600 SEWER USER FEES</u>	0	10/21		
Total 303623.00:						110.42	.00					
2004	UTILITY REFUND #9	303631.00		<u>HUBBLE HOMES, 661 E TAPER ST, UTILITY REFUND</u>	10/04/2021	78.52	.00	<u>20-4500 METERED WATER SALES</u>	0	10/21		
2004	UTILITY REFUND #9	303631.00		<u>HUBBLE HOMES, 661 E TAPER ST, UTILITY REFUND</u>	10/04/2021	28.47	.00	<u>21-4600 SEWER USER FEES</u>	0	10/21		
Total 303631.00:						106.99	.00					
2004	UTILITY REFUND #9	303635.00		<u>HUBBLE HOMES, 672 E FIRESTONE ST, UTILITY REFUND</u>	09/29/2021	56.97	.00	<u>20-4500 METERED WATER SALES</u>	0	10/21		
2004	UTILITY REFUND #9	303635.00		<u>HUBBLE HOMES, 672 E FIRESTONE ST, UTILITY REFUND</u>	09/29/2021	3.63	.00	<u>21-4600 SEWER USER FEES</u>	0	10/21		
Total 303635.00:						60.60	.00					
2004	UTILITY REFUND #9	303641.00		<u>HUBBLE HOMES, 641 E FIRESTONE ST, UTILITY REFUND</u>	09/29/2021	31.31	.00	<u>20-4500 METERED WATER SALES</u>	0	10/21		

City of Kuna

Payment Approval Report - City Council Approval

Page: 32

Report dates: 10/15/2021-10/28/2021

Oct 28, 2021 09:37AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2004	UTILITY REFUND #9	303641.00		<u>HUBBLE HOMES, 641 E FIRESTONE ST. UTILITY REFUND</u>	09/29/2021	-9.50	.00	<u>21-4600 SEWER USER FEES</u>	0	10/21		
Total 303641.00:						21.81	.00					
2004	UTILITY REFUND #9	304507.00		<u>CBH, 2456 E FITZ ROY ST. UTILITY REFUND</u>	09/29/2021	19.20	.00	<u>20-4500 METERED WATER SALES</u>	0	10/21		
2004	UTILITY REFUND #9	304507.00		<u>CBH, 2456 E FITZ ROY ST. UTILITY REFUND</u>	09/29/2021	-11.95	.00	<u>21-4600 SEWER USER FEES</u>	0	10/21		
Total 304507.00:						7.25	.00					
2004	UTILITY REFUND #9	304510.00		<u>CBH, 2504 E FITZ ROY ST. UTILITY REFUND</u>	10/04/2021	68.61	.00	<u>20-4500 METERED WATER SALES</u>	0	10/21		
2004	UTILITY REFUND #9	304510.00		<u>CBH, 2504 E FITZ ROY ST. UTILITY REFUND</u>	10/04/2021	17.82	.00	<u>21-4600 SEWER USER FEES</u>	0	10/21		
Total 304510.00:						86.43	.00					
2004	UTILITY REFUND #9	304523.00		<u>CBH, 2555 E MOON EYE DR. UTILITY REFUND</u>	09/29/2021	42.28	.00	<u>20-4500 METERED WATER SALES</u>	0	10/21		
2004	UTILITY REFUND #9	304523.00		<u>CBH, 2555 E MOON EYE DR. UTILITY REFUND</u>	09/29/2021	10.64	.00	<u>21-4600 SEWER USER FEES</u>	0	10/21		
Total 304523.00:						52.92	.00					
2004	UTILITY REFUND #9	304557.00		<u>CBH, 2990 N NIGHT OWL AVE. UTILITY REFUND</u>	09/29/2021	35.19	.00	<u>20-4500 METERED WATER SALES</u>	0	10/21		
2004	UTILITY REFUND #9	304557.00		<u>CBH, 2990 N NIGHT OWL AVE. UTILITY REFUND</u>	09/29/2021	26.49	.00	<u>21-4600 SEWER USER FEES</u>	0	10/21		
Total 304557.00:						61.68	.00					

City of Kuna

 Payment Approval Report - City Council Approval
 Report dates: 10/15/2021-10/28/2021

 Page: 33
 Oct 28, 2021 09:37AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2004	UTILITY REFUND #9	323106.00		<u>TRESIDIO HOMES, 1884 N RYDE AVE, UTILITY REFUND</u>	10/07/2021	56.43	.00	<u>20-4500_METERED WATER SALES</u>	0	10/21		
2004	UTILITY REFUND #9	323106.00		<u>TRESIDIO HOMES, 1884 N RYDE AVE, UTILITY REFUND</u>	10/07/2021	2.60	.00	<u>21-4600_SEWER USER FEES</u>	0	10/21		
Total 323106.00:						59.03	.00					
2004	UTILITY REFUND #9	330426.00		<u>TOLL BROS INC, 1329 E FORT ERIE ST, UTILITY REFUND</u>	09/29/2021	46.69	.00	<u>20-4500_METERED WATER SALES</u>	0	10/21		
2004	UTILITY REFUND #9	330426.00		<u>TOLL BROS INC, 1329 E FORT ERIE ST, UTILITY REFUND</u>	09/29/2021	16.75	.00	<u>21-4600_SEWER USER FEES</u>	0	10/21		
Total 330426.00:						63.44	.00					
2004	UTILITY REFUND #9	330427.00		<u>TOLL BROS INC, 1315 E FORT ERIE ST, UTILITY REFUND</u>	09/29/2021	34.34	.00	<u>20-4500_METERED WATER SALES</u>	0	10/21		
2004	UTILITY REFUND #9	330427.00		<u>TOLL BROS INC, 1315 E FORT ERIE ST, UTILITY REFUND</u>	09/29/2021	1.86	.00	<u>21-4600_SEWER USER FEES</u>	0	10/21		
Total 330427.00:						36.20	.00					
2004	UTILITY REFUND #9	330433.00A		<u>TOLL BROS INC, 1231 E FORT ERIE ST, UTILITY REFUND</u>	10/07/2021	52.67	.00	<u>20-4500_METERED WATER SALES</u>	0	10/21		
Total 330433.00A:						52.67	.00					
2004	UTILITY REFUND #9	330442.00		<u>TOLL BROS INC, 1286 E FORT ERIE ST, UTILITY REFUND</u>	10/05/2021	102.71	.00	<u>20-4500_METERED WATER SALES</u>	0	10/21		
2004	UTILITY REFUND #9	330442.00		<u>TOLL BROS INC, 1286 E FORT ERIE ST, UTILITY REFUND</u>	10/05/2021	47.75	.00	<u>21-4600_SEWER USER FEES</u>	0	10/21		
Total 330442.00:						150.46	.00					
Total UTILITY REFUND #9:						1,894.80	.00					

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 10/15/2021-10/28/2021

Page: 34
Oct 28, 2021 09:37AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
XYLEM WATER SOLUTIONS U.S.A., INC.												
1623	XYLEM WATER SOLUTIONS U.S.A., INC.	401123405	12209	<u>FLYGT MIXER REPAIR KIT, M.NADEAU, OCT'21 - SEWER</u>	10/15/2021	3,276.09	.00	<u>21-6150 M & R - SYSTEM</u>	0	10/21		
Total 401123405:						3,276.09	.00					
Total XYLEM WATER SOLUTIONS U.S.A., INC.:						3,276.09	.00					
Grand Totals:						<u>349,341.06</u>	<u>182,463.60</u>					

Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

Report Criteria:

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

10	Neighborhood Meeting Certification			X
11	Subdivision Name Reservation			X
12	Agency Transmittal			X
13	Public Works/City Engineer Comments			X
14	ACHD Comments			X
15	Kuna Rural Fire District Comments			X
16	Kuna School District Comments			X
17	DEQ Comments			X
18	Nampa Meridian Irrigation Dist.			X
19	Kuna Melba News Legal Notice Publication for Council			X
20	Photograph of Property Posting for Council			X
21	Proof of Property Posting for Council			X
22	Legal Notice Mailer & Confirmation of Mailing for Council			X
23	Kuna Melba News Affidavit of Publication for Council			X
24	P&Z Commission FCO's from 08.24.2021			X
25	P&Z Commission Meeting Minutes from 08.10.2021			X

1.2 Public Hearing

1.2.1 City Council heard this on October 5, 2021. The FCO's have been requested to go to the City Council on November 3, 2021. Neighborhood Meeting notices were mailed to residents within 300 feet of the proposed subject site and the meeting was held on February 25, 2021. A Legal Notice was published in the Kuna Melba News Newspaper on September 15, 2021, as well as a Legal Notice being mailed by the City to residents within 300 feet, on September 17, 2021. The Applicant posted a sign on the property on September 15, 2021.

1.3 Witness Testimony

1.3.1 Those who testified at the Commission's October 5, 2021, hearing are as follows, to-wit:

- 1.3.1.1** City Staff:
Troy Behunin, Planner III
- 1.3.1.2** Appearing for the Applicant:
Mark Tate, M3Companies, LLC, 1087 W. River St., Ste. 310 Boise, ID 83702
- 1.3.1.3** Neighboring property owner's appearing In Favor:
None
- 1.3.1.4** Neighboring property owner's appearing Neutral:
None
- 1.3.1.5** Neighboring property owner's appearing In Opposition:
None

II DECISION

WHEREUPON THE CITY COUNCIL being duly informed upon the premises and having reviewed the record, evidence, and testimony received and being fully advised in the premises, DO HEREBY MAKE THE FOLLOWING FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER, to-wit:

III FINDINGS OF FACT

3.1 Findings Regarding Notice

3.1.1 Notice Required: Notice has been given in accordance with the City Code and Idaho Statutes.

3.1.2 Notice Provided

3.1.2.1 Notice was published for the October 5, 2021 public hearing on the Combination Preliminary and Final Plat for Falcon Crest Clubhouse Subdivision in the *Kuna Melba News*, the official City of Kuna newspaper, which has general circulation within the boundaries of the City, Ada County and Canyon County.

<i>Newspaper</i>	<i>Dates Published</i>
<i>Kuna Melba News</i>	September 15, 2021

3.1.2.2 Notice for the October 5, 2021, hearing containing the description of the property proposed to be developed, was mailed on September 17, 2021 to all known and affected property owners within three hundred (300) feet of the boundaries of the area described in the application.

3.1.2.3 Notice for the October 5, 2021, hearing was posted on a sign in accordance with Kuna City Code (KCC) 5-1A-8 on September 15, 2021. A Proof of Property Posting was provided to staff on September 15, 2021.

3.1.2.4 Notice for the October 5, 2021, hearing was posted in conspicuous places within City Hall on the Foyer's Bulletin Boards and City Website.

3.2 Findings Regarding The Combination Preliminary & Final Plat

3.2.1 The land proposed for subdivision is comprised of one parcel totaling approx. 11.65 acres. The parcel includes the following:

Property Owner	Parcel Size:	Current Zone	Parcel Number
Falcon Crest, LLC	11.65 acres	R-12 – High Density Residential	S1422244200

- 3.2.2** The proposal is for a subdivision that would yield three (3) total lots.
- 3.2.3** The existing land uses and zoning district classifications for lands surrounding the subject parcels are as follows:

North	R-6 R-12	Medium Density Residential – Kuna City High Density Residential – Kuna City
South	R-6 R-12	Medium Density Residential – Kuna City High Density Residential – Kuna City
East	R-6 R-12	Medium Density Residential – Kuna City High Density Residential – Kuna City
West	R-6 R-12	Medium Density Residential – Kuna City High Density Residential – Kuna City

- 3.2.4** All technical requirements listed in KCC 6-2-3 were provided on the Combination Preliminary and Final Plat.
- 3.2.5** The subject site is located near the northeast corner of Cloverdale and Kuna Roads within the previously approved Falcon Crest Planned Unit Development (PUD). Ingress/egress will be taken from the existing private lane (E Tiercel Drive) from Cloverdale Road approx. 3,545 feet north of Kuna Road.
- 3.2.6** ACHD has recommended the applicant adhere to the following guidelines for their Combined Preliminary and Final plat request:
- The private road should discourage through traffic between two public streets;
 - Private roads should be graded to drain away from the public street intersection; and
 - If a private road is gated, the gate or key pad (if applicable) shall be located a Minimum of 50 feet from the near edge of the intersection and a turnaround shall be provided.
- 3.2.7** ACHD has also recommended, if the lead agency (Kuna City) approves the private road, the applicant shall be required to pave the private road it's full width and at least 30 feet into the site beyond the edge of pavement of all public streets and install 15-foot tapers.
- 3.2.8** ACHD stated in their report they will only accept roadway dedications if the following requirements are met:
- Dedicate a Minimum of 50 feet of Rights-of-Way for the road;
 - Construct the road to Minimum ACHD requirements; and,
 - Construct a stub street to surrounding parcels.

3.3 Testimony of the City Planner

- 3.3.1 Conclusions:** The City Planner, in a staff report to the City Council dated October 5, 2021, confirmed that a review of the site and records on file at the City of Kuna has been completed with the following conclusions:

- 3.3.1.1** A pre-application meeting was held with the Applicant on March 8, 2021, representatives from Planning and Zoning and Parks and Recreation were in attendance, as well as Public Works. The Applicant held a neighborhood meeting on February 2, 2021, and a total of three (3) residents in attendance. Neighborhood meeting minutes have been provided as a part of this application.

- 3.3.1.2** The Applicant requests approval for a Combined Preliminary & Final Plat in order to subdivide approximately 11.65 acres into three (3) total lots. The property is zoned R-12 (High Density Residential) within Kuna City Limits. The subject site is located near the northeast corner of Cloverdale and Kuna Roads, Kuna, Idaho, Kuna, ID 83634, within Section 22, Township 2 North, Range 1 East; (APN: S1422244200).
- 3.3.1.3** Applicant intends to develop this parcel into three (3) separate lots; one (1) lot will be used for commercial purposes; the second lot will be a common lot and the third lot will be used as a private road to serve the project.
- 3.3.1.4** In accordance with KCC 6-2-3-B: Preliminary Plat. an applicant may request an application to be processed as both preliminary and Final so long as the request meets the following criteria;
- The application does not exceed 10 lots;
 - No new street dedication or widening is involved; and
 - No special development considerations are involved.
 - The applicants request fulfills the listed criteria and is therefore eligible to make the request.
- 3.3.1.5** The subject site is currently used as a public golf course and the site is adjacent to the existing private driveway that serves it. This application is located within the Falcon Crest Planned Unit Development (PUD) and lies between the approved Robinhood and proposed Golf Villages Subdivisions of the same PUD. Staff recommends that the private drive be designed and built to allow for connection between this and other projects to serve the public, its residents, Emergency Medical Services (EMS) and daily service providers. Staff recommends that Applicant be conditioned to construct the proposed private lane in widths that are acceptable to the City, ACHD and EMS.
- 3.3.1.6** KCC 5-18-1-D discourages gated entries to subdivisions except by Council approval. With the PUD approval by Council (January 15, 2019; Development Agreement Item 5.1.1.5.3), this development may ask for gated access for the Active Adult Community entrances subject to review and approval by the City, KRFD and ACHD and Ada County Ambulance Service; and *each* gated access must be approved on a case-by-case basis.

3.3.2 Staff Recommendations: As a result of the review, Planner III, Troy Behunin, recommends that if the City Council approves Case No. 21-02-CPF (Combination Preliminary and Final Plat), the Applicant be subject to the following Conditions of Approval:

- 3.3.2.1** 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:
- 3.3.2.1.1** The City Engineer shall approve all sewer connections and grading plans.

- 3.3.2.1.2 The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
- 3.3.2.1.3 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”.
- 3.3.2.1.4 The Kuna Rural Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Rural Fire District are required.
- 3.3.2.1.5 The Kuna Municipal Irrigation System and Boise Project Board of Control shall approve any modifications to the existing irrigation system.
- 3.3.2.1.6 Approval from Ada County Highway District shall be obtained and Impact Fees must be paid *prior to issuance* of any building permit(s).
- 3.3.2.1.7 All public rights-of-way shall be dedicated and constructed to standards of the City and ACHD. No public street construction may commence without the approval and permit from Ada County Highway District/ITD.
- 3.3.2.2 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.
- 3.3.2.3 Compliance with Idaho Code §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.
- 3.3.2.4 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 request to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Irrigation System (KMIS) of the City.
- 3.3.2.5 Connection to all City Services (Sewer, Water, & Pressurized Irrigation) is required. The Applicant shall conform to all corresponding Master Plans.
- 3.3.2.6 Applicant shall work with staff in order to provide final locations of street lights as required by Kuna City Code.
- 3.3.2.7 Street lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Sky practices.

- 3.3.2.8** Fencing within and around the site shall comply with Kuna City Code (unless specifically approved otherwise and permitted).
- 3.3.2.9** 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.
- 3.3.2.10** Landscaping cannot be placed within ten (10) feet of any and all meter pits, pressurized irrigation valves, and/or ACHD underground facilities and must honor all vision triangles.
- 3.3.2.11** If any revisions are made, the Applicant shall provide the Planning and Zoning Staff with a revised copy of the Preliminary and Final Plats.
- 3.3.2.12** Any revisions of the Plat are subject to Administrative Determination to rule if the revision is substantial.
- 3.3.2.13** 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 process.
- 3.3.2.14** Developer/Owner/Applicant shall follow staff, City Engineer and other agency recommended requirements as applicable.
- 3.3.2.15** It is the responsibility of the developer or his engineer to coordinate the stricter requirement between agencies and the City of Kuna standards.
- 3.3.2.16** The Applicant shall provide/allow for proper vehicle connection of the proposed private drive to the approved Robinhood and proposed Golf Villages subdivisions.
- 3.3.2.17** The Applicant shall construct the proposed private lane in widths that are acceptable to the City, ACHD and EMS.
- 3.3.2.18** 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.
- 3.3.2.19** The Applicant shall comply with all local, state and federal laws.
- 3.3.2.20** Upon City Council Council's approval, no revisions shall be made to the Final Plat. If revisions are desired, the Applicant shall bring a copy of the changes to Planning and Zoning Staff to determine if a new approval is required via City Council or Planning and Zoning Commission.
- 3.3.2.21** Applicant shall secure all signatures on the Final Plat Memorandum prior to requesting Kuna City Engineer's signature on the Final Plat Mylar.

3.4 Other Testimony

3.4.1 10/05/2021 Public Hearing – Mark Tate of the M3 Companies, LLC, 1087 W. River Street, Ste. 310, Boise, ID 83702, presented a Power Point Slideshow with artist renderings of the clubhouse, guard towers and other facilities. He also testified about how the project name originated discussing how “Valor Subdivision” is a tribute to the son of one of the original owners, who served and died in service while in Afghanistan. He testified the community will carry on that heritage. He testified about the access to the site and rebuilding of the golf course. He testified that this will be a unique development for the valley and the State. He explained what type of amenities will be provided for the club members and the public.

IV

CONCLUSIONS OF LAW

RE: POWERS AND DUTIES OF THE CITY COUNCIL

- 4.1** City of Kuna is a duly formed Municipal Corporation organized and existing by virtue of the laws of the State of Idaho and is organized, existing and functioning pursuant to Chapter 1, Title 50, Idaho Code.
- 4.2** The power of the City of Kuna lies in the City Council to hear this matter as provided in Idaho Code §50-13 & §67-65, and Kuna City Code 1-14-3.
- 4.3** The Kuna City Council has the exclusive general supervisory authority over recommendation of all plat approvals and certification under their jurisdiction as provided in Idaho Code §50-1308.

V

CONCLUSIONS OF LAW

RE: APPLICATION FOR COMBINATION PRELIMINARY AND FINAL PLAT

- 5.1** The City of Kuna has authority to approve *Preliminary* and *Final Plats* within its boundaries pursuant to I.C. §50-13 & §67-65.
- 5.2** Kuna City Code, Title 1, Chapter 14, Section 3, states that Combination Preliminary and Final Plats are designated as Public Hearings, with the Planning and Zoning Commission as a recommending body and City Council as the decision-making body.
- 5.3** Subdivision regulations as defined in Kuna City Code Title 6 are authorized by I.C. §50-13 & §67-65 and Article 12, section 2.

VI

ORDER OF APPROVAL BY CITY COUNCIL FOR APPLICATION OF COMBINATION PRELIMINARY AND FINAL PLAT

The Kuna City Council, having reviewed the above-entitled record, having listened to the arguments and presentations at the hearing, and being fully informed in the premises and further based upon the Findings of Fact and Conclusions of Law hereinabove set forth, DO HEREBY ORDER AND THIS DOES ORDER:

- 6.1** That the Combination Preliminary and Final Plat application (Case No. 21-02-CPF) is hereby approved.

BY ACTION OF THE CITY COUNCIL of the City of Kuna at its regular meeting held on the 3rd day of November, 2021.

Joe Stear, Mayor

2.4	Legal Description – Whole Area			X
2.5	Vicinity Map			X
2.6	Warranty Deed – S1531233600			X
2.7	Warranty Deed – S2006121150			X
2.8	Warranty Deed – S2006417205 & 2006417265			X
2.9	Quit Claim Deed – S1531300000, S2006121115 & S2007111200			X
2.10	Quit Claim Deed – S2006417500			X
2.11	Quit Claim Deed – S2007111100			X
2.12	Affidavit of Legal Interest - Montierth			X
2.13	Affidavit of Legal Interest – Pleasant Valley			X
2.14	Neighborhood Meeting Certification			X
2.15	Neighborhood Meeting Sign-in			X
2.16	Commitment to Property Posting			X
2.17	Development Agreement Application			X
2.18	Development Agreements			X
2.19	Request for Agency Comment			X
2.20	Central District Health Department Comments			X
2.21	Nampa & Meridian Irrigation District Comments			X
2.22	Ada County Development Services Comments			X
2.23	Community Planning Association of Southwest Idaho comments			X
2.24	City of Kuna Public Works Department Comments			X
2.29	Ada County Highway District Comments			X
2.31	Kuna Economic Development Director Comments			X
2.25	Planning and Zoning Commission Proof of Posting			X
2.26	Planning and Zoning Commission Legal Notice Mailer			X
2.27	Planning and Zoning Commission Website Notice			X
2.28	Planning and Zoning Commission Newspaper Legal Notice			X
2.30	Planning and Zoning Commission Courtesy Mailer			X
2.32	Planning and Zoning Commission Sign-in Sheets			X
2.33	City Council Newspaper Legal Notice			X
2.34	City Council Website Notice			X
2.35	City Council Legal Notice Mailer			X
2.36	City Council Proof of Posting			X

1.2 Hearings

1.2.1 The Planning and Zoning Commission heard this on September 28, 2021. The FCO's for the Commission were approved on October 12, 2021. The Council heard

this application on October 19, 2021. The FCO's have been requested to go to the Council on November 3, 2021.

1.3 Witness Testimony

1.3.1 Those who testified at the Planning and Zoning Commission's September 28, 2021 hearing are as follows, to-wit:

1.3.1.1 City Staff:
Jace Hellman, Planning and Zoning Director

1.3.1.2 Appearing for the Applicant:
Geoffrey Wardle, 251 E Front Street, Suite 310, Boise, ID 83701 -
Testified

1.3.1.3 Appearing in Favor:
None

1.3.1.4 Appearing Neutral:
None

1.3.1.5 Appearing Against:
Elver Miller, 16900 S Curtis, Kuna, ID 83634 – Testified

1.3.2 Those who testified at the City Council's October 19, 2021 hearing are as follows, to-wit:

1.3.2.1 City Staff:
Jace Hellman, Planning and Zoning Director

1.3.2.2 Appearing for the Applicant:
Geoffrey Wardle, 251 E Front Street, Suite 310, Boise, ID 83701 –
Testified

1.3.2.3 Appearing in Favor:
None

1.3.2.4 Appearing Neutral:
Cindy Giesen, 1363 S Ash Avenue, Kuna, ID 83634 – Testified

1.3.2.5 Appearing Against:
Cherie Bochnak, 18071 S Broken Sky Ln, Kuna, ID 83634 – Testified

II DECISION

WHEREUPON THE CITY COUNCIL being duly informed upon the premises and having reviewed the record, evidence, and testimony received and being fully advised in the premises, DO HEREBY MAKE THE FOLLOWING FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER, to-wit:

III FINDINGS OF FACT

3.1 Findings Regarding Notice

3.1.1 Notice Required: Notice has been given in accordance with City Code and Idaho Statutes.

3.1.2 Notice Provided

3.1.2.1 Notice was published for the October 19, 2021 hearing on the East Kuna Industrial Annexation in the *Kuna Melba News*, the official City of Kuna newspaper, which has general circulation within the boundaries of the City, Ada County and Canyon County.

<i>Newspaper</i>	<i>Date Published</i>
<i>Kuna Melba News</i>	September 29, 2021

3.1.2.2 Notice for the October 19, 2021 hearing containing the legal description of the property proposed to be annexed, was mailed on September 29, 2021 to all known and affected property owners within three hundred (300) feet of the boundaries of the area described in the application.

3.1.2.3 Notice for the October 19, 2021 hearing containing the legal description and map of the property proposed to be annexed was posted on the City of Kuna's website on September 29, 2021.

3.1.2.4 Notice for the October 19, 2021 hearing was posted on a sign in accordance with Kuna City Code 5-1A-8 on October 7, 2021. A Proof of Property Posting was provided to staff on October 8, 2021.

3.1.2.5 Notice for the October 19, 2021 hearing was posted in conspicuous places within City Hall on the Foyer Bulletin Boards and City Website.

3.2 Findings Regarding Annexation

3.2.1 The land for proposed annexation is comprised of nine (9) parcels totaling approximately 1088 acres. The parcels are as follows:

3.2.1.1 S1531233600

Owner: Ray Montierth

Parcel Size: Approximately 42.92 acres

Current Zoning: RP (Rural Preservation)

Proposed Zoning: M-1 (Light Manufacturing/Industrial)

3.2.1.2 S1531300000

Owner: Ray Montierth

Parcel Size: Approximately 205.12 acres

Current Zoning: RP (Rural Preservation)

Proposed Zoning: M-1 (Light Manufacturing/Industrial)

3.2.1.3 S2006121115

Owner: Ray Edward Montierth

Parcel Size: Approximately 163.1 acres

Current Zoning: RP (Rural Preservation)

Proposed Zoning: M-1 (Light Manufacturing/Industrial)

3.2.1.4 S2006121150

Owner: Pleasant Valley Agriculture LLC

Parcel Size: Approximately 74.42 acres

Current Zoning: RP (Rural Preservation)

Proposed Zoning: M-1 (Light Manufacturing/Industrial)

3.2.1.5 S2006417205

Owner: Ray Montierth

Parcel Size: Approximately 3 acres

Current Zoning: RP (Rural Preservation)

Proposed Zoning: M-1 (Light Manufacturing/Industrial)

3.2.1.6 S2006417265

Owner: Ray Montierth

Parcel Size: Approximately 6.38 acres

Current Zoning: RP (Rural Preservation)

Proposed Zoning: M-1 (Light Manufacturing/Industrial)

3.2.1.7 S2006417500

Owner: Ray Edward Montierth

Parcel Size: Approximately 77.17 acres

Current Zoning: RP (Rural Preservation)

Proposed Zoning: M-1 (Light Manufacturing/Industrial)

3.2.1.8 S2007111100

Owner: Ray Edward Montierth

Parcel Size: Approximately 475.6 acres

Current Zoning: RP (Rural Preservation)

Proposed Zoning: M-2 (Heavy Manufacturing/Industrial)

3.2.1.9 S2007111200

Owner: Ray Edward Montierth

Parcel Size: Approximately 40 acres

Current Zoning: RP (Rural Preservation)

Proposed Zoning: M-2 (Heavy Manufacturing/Industrial)

3.2.2 All property owners have consented to the annexation and signed Affidavits of Legal Interest to allow KC Gardner Company LC to submit the annexation request to the City of Kuna on their behalf.

3.2.3 The annexation proposal generally complies with the Future Land Use Map (FLUM). The FLUM identifies the approximately 1,088 acres as Heavy and Light Manufacturing/Industrial and Agriculture.

3.2.4 The annexation proposal generally complies with the following goals, objectives and policies of the Comprehensive Plan:

3.2.4.1 Goal Area 1: Kuna will be Economically Diverse and Vibrant

- Goal 1.A.: Ensure land use in Kuna will support economic development.
 - Objective 1.A.3.: Utilize industrial land use designations to encourage development and expansion of industrial businesses in key locations.
 - Policy 1.A.3.a.: Designate a sufficient quantity of land on the Future Land Use Map for industrial use.
 - Policy 1.A.3.b.: Identify a large tract of land in proximity to the Union Pacific Railroad Line that is sufficient in size and scope to accommodate a variety of light and heavy industrial land uses that will also have adequate access to Meridian Road/ Highway 69 and Kuna-Mora Road and I-84.
 - Policy 1.A.3.f.: Inventory and identify other key parcels for industrial development and poise them to be shovel-ready for development, with access to the City's public facilities, utilities and services.

- Policy 1.A.3.h.: Inventory and identify key parcels for industrial development/use and pose them to be shovel ready for agritourism, agri-tainment, healthcare, technology and manufacturing development, with access to the City’s public facilities, utilities and services.

3.2.4.2 Goal Area 3: Kuna’s Land uses will support a desirable, distinctive and well-designed community.

- Goal 3.A.: Ensure community design directs growth and implements sustainable land use patterns.
 - Objective 3.A.1.: Use the Future Land Use Map and land use regulations to direct development, encourage complementary and compatible land uses, and achieve good community design.
- Goal 3.G.: Respect and protect private property rights.
 - Objective 3.G.1.: Ensure land use policies, restrictions, and fees do not violate private property rights.
 - Policy 3.G.1.b.: Ensure City land use actions, decision, and regulations will not cause an unconstitutional regulatory taking of private property; and do not effectively eliminate all economic value of the subject property.
 - Policy 3.G.1.c.: Ensure land use actions, decisions and regulations do not prevent a private property owner from taking advantage of a fundamental property right. Ensure city actions do not impose a substantial and significant limitation on the use of the property.

3.2.5 The existing land uses and zoning designations for lands surrounding the subject parcel is as follows:

North	RP	Rural Preservation – Ada County
South	RR	Rural Residential – Ada County
East	RP	Rural Preservation– Ada County
West	M-1 RP	Light Manufacturing/Industrial – Kuna City Rural Preservation – Ada County

3.2.6 Parcel numbers S1531233600, S1531300000, S2006121115, S2006121150, S2006417205, S2006417265, S2006417500 and S2007111100 contain vegetation consistent with dry-grazing fields and active irrigated Ag land. Parcel Number S2007111200 contains an abandoned poultry processing facility.

- 3.2.7** The proposed annexation area has an estimated average slope of 1.5% to 5.9%. According to the USDA Soil Survey for Ada County, bedrock depth is estimated to be between 20 and 40 inches throughout the majority of the proposed annexation area. Some areas directly southwest of the Kuna-Mora and Curtis Road “T” intersection, and along Barker Road appear to have an estimated bedrock depth of ten (10) inches to twenty (20) inches, while others south of Barker Road show an estimate of greater than 60 inches.
- 3.2.8** The proposed parcels are outside of the nitrate priority area. Staff is not aware of any environmental issues, health or safety conflicts.
- 3.2.9** Currently, there are no development applications included with this application. The Ada County Highway District (ACHD) has provided comments detailing what would be required as a part of future development applications.
- 3.2.10** Kuna Mora Road is currently improved with two (2) travel lanes and no curb, gutter or sidewalk abutting site. There is currently approximately 49-feet of right-of-way existing along the portions of Kuna Mora Road that front the proposed annexation area. On June 20, 2007, the ACHD Commission approved the Kuna Mora Road Interim Policy, which is included as an exhibit of the ACHD report (exhibit 2.29). This policy identified Kuna Mora Road as a future expressway and established criteria for right-of-way preservation, setback, drainage, intersections and access. With future development applications along Kuna Mora Road, applicants, at a minimum, will be required to dedicate a total of 100-feet from the centerline of Kuna Mora Road abutting the site and set all structures back 150-feet from the centerline of Kuna Mora Road. Additionally, pavement will be required to be widened at least 17-feet from the centerline plus a three (3) foot wide gravel shoulder adjacent to the entire site. ACHD policy requires a five (5) foot wide detached concrete sidewalk. Kuna City Code requires a ten (10) foot wide sidewalk within a minimum of a thirty (30) foot wide landscape buffer. The sidewalk will be required to be placed within a public use easement and located a minimum of fifteen (15) feet from the property, and ninety-three (93) feet from the centerline of the roadway. The construction of sidewalk in these locations may be waived, deferred or alternatives may be provided on a case-by-case basis.
- 3.2.11** The portion of Cole Road (approximately 3,962 ft) and Barker Road are currently classified as Residential Arterial roadways per the ACHD Master Street Map. The identified portion of Cole Road is improved with two (2) travel lanes and no curb, gutter or sidewalk abutting site. There is currently approximately 50-feet of right-of-way for Cole Road. Barker Road is improved with two (2) travel lanes and no curb, gutter or sidewalk abutting the site. Approximately fifty-one (51) feet of right-of-way exists along Barker Road. Future development applications fronting both Cole Road and Barker Road will be required to dedicate additional right-of-way to total 35-feet from the centerline. Both roads will be required to widen the portion of Cole Road and Barker Road a total of 17-feet from centerline. ACHD policy

requires a five (5) foot wide detached sidewalk along residential arterials. It should be noted that Kuna City Code would require an eight (8) foot wide detached sidewalk. This sidewalk would need to be located within the public right-of-way and separated by a four (4) to eight (8) foot wide landscaped planter strip. However, the construction of sidewalk in these locations may be waived, deferred or alternatives may be provided on a case-by-case basis.

3.2.12 Approximately 3,590 feet of Cole Road (south of Barker Road) is improved with two (2) travel lanes and no vertical curb, gutter or sidewalk. There is approximately fifty-seven (57) feet of right-of-way existing for this portion of Cole Road. Curtis Road is improved with two (2) travel lanes, there is currently no vertical curb, gutter or sidewalk along the approximately 3,974 feet of Curtis Road that abuts the proposed annexation area. Fifty (50) feet of right-of-way exists for Curtis Road. Future development applications fronting Cole Road south of Barker Road and Curtis Road, will be required to improve these sections of Cole Road and Curtis Road as $\frac{1}{2}$ of a forty (40) foot industrial street section with vertical curb and gutter. ACHD policy requires a minimum five (5) foot wide attached, or detached sidewalk. It should be noted that Kuna City Code requires an eight (8) foot wide detached sidewalk within the public right-of-way, separated from public vertical curb by a four (4) to eight (8) foot wide landscaped planter strip in order to comply with Kuna City Code. However, the construction of sidewalk in these locations may be waived, deferred or alternatives may be provided on a case-by-case basis.

3.2.13 The future development of new public and private industrial roads and intersections will need to comply with Kuna City Code and ACHD policy. Future driveway access will be required to adhere to district policy and may require an access analysis to determine if an access will be available. It should be noted that driveway access on to Kuna Mora Road will be required to comply with all policies and guidelines established as part of the 2007 adoption of the Kuna Mora Interim Policy. Direct access to Kuna Mora Road is limited and may be considered temporary. In the event access is proposed onto Kuna Mora Road, future applicants will be required to submit a traffic analysis to ACHD that shows access onto Kuna Mora Road is necessary to serve the site.

3.3 Testimony of the City Planner

3.3.1 Conclusions: The City Planner, in a staff report to the City Council dated October 19, 2021 confirmed that a review of the site and records on file at the City of Kuna has been completed with the following conclusions:

3.3.1.1 The applicant held a neighborhood meeting with residents within 300 ft of the proposed project area on June 29, 2021, there were six (6) attendees. Minutes of that neighborhood meeting have been provided as a part of the record (exhibit 2.14).

- 3.3.1.2** All nine (9) properties, consisting of approximately 1,088 acres, are currently zoned RP (Rural Preservation) within unincorporated Ada County. The applicant is proposing to annex the approximately 1,088 acres with both M-1 (Light Manufacturing/Industrial) and M-2 (Heavy Manufacturing/Industrial) zoning district classification, as indicated in section 4.3 of this report. The properties are adjacent to Kuna City Limits, which makes it eligible for consideration of annexation.
- 3.3.1.3** Idaho Statutes §50-222 grants cities the authority to annex lands which are reasonably necessary to assure the orderly development of Idaho's cities in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services, to enable the orderly development of private lands which benefit from the cost-effective availability of municipal services in urbanizing areas, and to equitably allocate the costs of public services in management of development on the urban fringe.
- 3.3.1.4** Developments Agreements for the properties to be zoned M-1 and M-2 are proposed with this application for annexation. Per Kuna City Code Title 5, Chapter 14 and Idaho State Code Title 67, Chapter 65, § 67-6511A, the City of Kuna is permitted to require, as a condition of rezoning, that an owner or developer make a written commitment concerning the use or development of a subject real property. The Development Agreement will run with the proposed subject real properties and shall be applicable to all successors, unless modified, or modified to terminate, by the City Council. The Development Agreements list out uses allowed on the proposed subject properties, which includes all uses typically permitted within the M-1 and M-2 zoning districts as specified by the land use table within Kuna City Code. However, the Development Agreement specific to the property to be zoned M-1 indicates the potential development of Data Processing Facilities, which are recognized by Kuna City Code as an allowed use with the M-1 Zoning District, as a potential project to be constructed if the annexation is approved. Furthermore, within the agreements staff has included clauses directly related to the State Legislations' passing of House Bill 389. Future developments within the proposed annexation area will be subject to an analysis of City Property Tax Supported Services, reasonably anticipated to be provided during the construction and subsequent possession and allowed use by the owner of those improvements, which will be negatively impacted by the property tax limitations imposed upon the City by House Bill 389. The analysis and payment imposed upon the owner, if it is determined to be required, will be applied as a condition of approval on all applicable future applications within the proposed annexation area.

3.3.1.5 Staff has determined the applicant’s annexation request is in compliance with Idaho Statutes §50-222 and the goals and policies set in Kuna’s Comprehensive Plan. On September 28, 2021, the Planning and Zoning Commission voted 4-0-1 (Commissioner Damron was absent) to recommend approval of Case No. 21-11-AN to the City Council. Staff recommends that the City Council approve Case Nos. 21-11-AN and 21-03-DA, subject to the conditions of approval listed in section 3.3.2 of this report.

3.3.2 Staff Recommendations: As a result of the review, Planning and Zoning Director, Jace Hellman, recommended that City Council approve Case Nos. 21-11-AN (Annexation) and 21-03-DA (Development Agreement), subject to the following Conditions of Approval:

3.3.2.1 Upon future development 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:

3.3.2.1.1 The City Engineer shall approve the sewer connections.

3.3.2.1.2 The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.

3.3.2.1.3 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”.

3.3.2.1.4 The Kuna Rural Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Rural Fire District are required.

3.3.2.1.5 The Kuna Municipal Irrigation System (KMIS) and Boise Project Board of Control shall approve any modifications to the existing irrigation system.

3.3.2.1.6 Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to issuance of any building permit(s).

- 3.3.2.1.7** All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.
- 3.3.2.2** 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.
- 3.3.2.3** Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
- 3.3.2.4** 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 request to annex the irrigation surface water rights appurtenant to the property over to the KMIS of the City.
- 3.3.2.5** The developer/owner/applicant, 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.
- 3.3.2.6** Owner/developer/applicant, and any future assigns having an interest in any of the subject properties shall be subject to all provisions required within the applicable Development Agreement.
- 3.3.2.7** For all future development, the owner/developer/applicant and any future assigns having interests in any of the subject properties shall be subject to applicable processes required in Kuna City Code, unless otherwise provided for within the applicable Development Agreement.
- 3.3.2.8** Developer/owner/applicant shall follow staff, City Engineers and other agency recommended requirements as applicable.
- 3.3.2.9** Developer/owner/applicant shall comply with all local, state and federal laws

3.4 Other Testimony

- 3.4.1** 9/28/2021 Public Hearing – Geoffrey Wardle, 251 E Front St, Suite 310, Boise, ID 83701 – Introduced himself as the legal council for Gardner Company. Mr. Wardle discussed the length at which this project has been in the works, the reasoning for application for zoning districts. It was explained that the proposed zoning is in compliance with the City’s Comprehensive Plan and that they agreed with Staff’s

findings and Conditions of Approval. Additionally, Mr. Wardle discussed the information included in the Development Agreement that will be presented to the City Council.

- 3.4.2** 9/28/2021 Public Hearing – Elver Miller, 16900 S Curtis Rd, Kuna, Idaho 83634 – Expressed that he has spent years getting away from Kuna and Boise, and has concerns of his open range livestock, protections of his water rights, declining aquifer and fleeting farm land.
- 3.4.3** 9/28/2021 Public Hearing – Geoffrey Wardle, 251 E Front St, Suite 310, Boise, ID 83701 – In his rebuttal, Mr. Wardle stated that they were sensitive to water rights and assured priority will be protected. It was emphasized that they anticipate the current quality of life of residents in the area will be impacted minimally. Future industrial users will be compatible to users currently existing in the area and buffered appropriately.
- 3.4.4** 10/19/2021 Public Hearing – Geoffrey Wardle, 251 E Front St, Suite 310, Boise, ID 83701 – Introduced himself as the legal counsel for Gardner Company. Mr. Wardle discussed the length at which this project has been in the works, the reasoning for application for zoning districts. It was explained that the proposed zoning is in compliance with the City’s Comprehensive Plan and that they agreed with Staff’s findings and Conditions of Approval. Additionally, Mr. Wardle discussed the information included in the Development Agreement that was presented to the Council. Mr. Wardle asked the Council for their approval.
- 3.4.5** 10/19/2021 Public Hearing – Cindy Giesen, 1363 S Ash Avenue, Kuna, ID 83634 – Recognizes, much work has gone on behind the scenes apart from what was available from the Planning and Zoning Commission Hearing, Ms. Giesen stated she carefully reviewed the annexation and asked that her observations be considered. It was explained that there may need to be more details before there was a decision made and that this application will be the City of Kuna’s first big test. There was concern that Code may not be able to handle future projects. Ms. Giesen did express that Gardner Company would be a good experienced partner for Industrial Growth; However, had concern that there were no considerations for the Birds of Prey Area. She questioned whether the City will received taxes, or if the City will give up taxes.
- 3.4.6** 10/19/2021 Public Hearing – Cherie Bochnak, 18071 S Broken Sky Ln, Kuna, ID 83634 – Has heard from others that they live in a wasteland, she disagreed. Ms. Bochnak has been tracking many birds and wildlife; the application has created a great concern for them as residents, and a concern for the increase in traffic. Ms. Bochnak addressed the concern of all of the existing residences wells, and wanted to know who would be responsible for any future health impacts that may occur from future users impacts. There was an understanding of the need for revenue, but asked about the impact to their quality of life.

- 3.4.7** 10/19/2021 Public Hearing – Geoffrey Wardle, 251 E Front St, Suite 310, Boise, ID 83701 – In his rebuttal, Mr. Wardle stated that they recognize the impact potential to the neighbors. He described that the future users in the M-2 designated area will be similar to existing users already operational in the area; future concerns will be addressed with future applications. Mr. Wardle again asked for the Council’s approval.

IV
CONCLUSIONS OF LAW
RE: POWERS AND DUTIES OF THE CITY COUNCIL

- 4.1** City of Kuna is a duly formed Municipal Corporation organized and existing by virtue of the laws of the State of Idaho and is organized, existing and functioning pursuant to Chapter 1, Title 50, Idaho Code.
- 4.2** The power of the City of Kuna lies in the City Council to hear these matters as provided in Idaho Code §50-222 & § 67-6511A and Kuna City Code 1-14-3.
- 4.3** The Kuna City Council cannot exercise extraterritorial jurisdiction and give final approval on land use applications for lands outside of the Kuna City boundaries unless said lands are first annexed into the city boundaries. *See Casteneda v. Brighton Corp.*, 130 Idaho 923 (1997); *see also* Article XII, § 2, of the Idaho Constitution.
- 4.4** “Annexation” is legislative act of city government accomplished by enactment of ordinance. I.C. § 50-222; *Crane Creek Country Club v. City of Boise*, 1990, 121 Idaho 485 (1990) (on rehearing).
- 4.5** Annexation ordinances are not creatures of Local Land Use Planning Act, I.C. § 67-6501 et seq.; rather, annexation authority flows from statute antedating Local Land Use Planning Act which broadly authorizes a city to annex adjacent territory and by ordinance to declare the annexed area part of city. I.C. § 50-222; *Coeur D’Alene Indus. Park Property Owners Ass’n, Inc. v. City of Coeur D’Alene*, 108 Idaho 843 (1985).

V
CONCLUSIONS OF LAW
RE: APPLICATION FOR ANNEXATION AND DEVELOPMENT AGREEMENT

- 5.1** The City of Kuna has authority to annex lands into its boundaries pursuant to I.C. §50-222.
- 5.2** I.C. §50-222(1) provides that:

[C]ities of the state should be able to annex lands which are reasonably necessary to assure the orderly development of Idaho’s cities in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services, to enable the orderly development of private lands which benefit from the cost-effective availability of municipal

services in urbanizing areas and to equitably allocated the costs of public services in management of development on the urban fringe.

- 5.3 The proposed annexation is a Category A Annexation as described in I.C. §50-222(3)(a), because the private landowner of the parcel at issue has consented to the proposed annexation.
- 5.4 The City has the authority to enter into Development Agreements as a condition of zoning per I.C. § 67-6511A.

**VI
ORDER OF APPROVAL OF APPLICATION FOR ANNEXATION AND
DEVELOPMENT AGREEMENT**

The Kuna City Council, having reviewed the above-entitled record, having listened to the arguments and presentations at the hearing, and being fully informed in the premises and further based upon the Findings of Fact and Conclusions of Law hereinabove set forth, DO HEREBY ORDER AND THIS DOES ORDER:

- 6.1 That the Annexation Application (Case No 21-11-AN) is approved.
- 6.2 That the Development Agreement (Case No. 21-03-DA) is approved.

BY ACTION OF THE CITY COUNCIL of the City of Kuna at its regular meeting held on the 3rd day of November, 2021.

Joe Stear, Mayor

**RESOLUTION NO. R53-2021
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY AMH DEVELOPMENT LLC, FOR KERN RIVER HEIGHTS SUBDIVISION FOR UNCOMPLETED WORK INCLUDING FENCING AND LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS Kern River Heights Subdivision exists as part of an approved preliminary plat; and

WHEREAS construction plans for Kern River Heights Subdivision were approved by the Kuna City Engineer on 30 June 2021; and

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

WHEREAS the fencing and landscaping have not been completed for Kern River Heights Subdivision according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the landscaping completion has been estimated at seventy-three thousand three hundred twenty-seven dollars and zero cents (\$73,327.00) adding 25% for a total of ninety-one thousand six hundred fifty-eight dollars and seventy-five cents (\$91,658.75); and

WHEREAS the fencing completion has been estimated at three thousand seventy-two dollars and zero cents (\$3,072.00) adding 25% for a total of three thousand eight hundred forty dollars and seventy-five cents (\$3,840.00); and

WHEREAS developer desires to record the final plat for Kern River Heights Subdivision prior to completion of construction; and

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

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Kuna City Engineer is hereby authorized to accept a cash bond and/or an irrevocable standby Letter of Credit in lieu of construction for **Kern River Heights Subdivision** 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 ninety-five thousand four hundred ninety-eight dollars and seventy-five cents (\$95,498.75);

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 3rd day of November, 2021.

APPROVED BY THE MAYOR of Kuna, Idaho this 3rd day of November, 2021.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk



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

MEMORANDUM

To: Mayor and Council
From: Carlee Oswald
Public Works Department
RE: Kern River Heights Subdivision Bond Agreement
Date: October 14, 2021

Mayor and Council,

AMH Development LLC would like to bond for landscaping and fencing for their development known as Kern River Heights Subdivision. I submit this item on behalf of the Public Works Department to the consent agenda.

Thank you,

Carlee Oswald

Lasher Lawn Care and Landscape
P.O. Box 3896
Nampa, ID 83651
(208) 860-0818
lasherlawns@icloud.com

EXHIBIT A



Estimate

ADDRESS

Lasher Enterprises
Brady Lasher
Meridian, ID
Meridian, ID 83642

ESTIMATE # 1234

DATE 02/11/2021

ACTIVITY	QTY	RATE	AMOUNT
Irrigation Installation Irrigation Installation	1	18,500.00	18,500.00
Dirt:Dirt Top soil	1	3,250.00	3,250.00
Sod:Sod Kentucky blue rye mix	22,450	0.59	13,245.50
Tree:Trees New trees for landscape area.	350	52.00	18,200.00
shrubs:Shrubs	37	37.50	1,387.50
shrubs:Shrubs	58	18.00	1,044.00
Labor:Labor Time, employees, fuel, labor, tractor work	1	12,500.00	12,500.00
Grass:Hydro seed Hydro seed	26,000	0.20	5,200.00

Kern subdivision

TOTAL

\$73,327.00

Accepted By

Accepted Date

**CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)
KERN RIVER HEIGHTS SUBDIVISION**

THIS AGREEMENT is made by and between AMH DEVELOPMENT LLC, (hereinafter "Developer"); whose address is 23975 Park Sorrento Ste. 300, Calabasas, California 91302 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 Kern River Heights 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 Kern River Heights Subdivision and the associated Bid for Landscaping by Lasher Lawn Care and Landscape, and;
 - b. Approved Fence Plan for Kern River Heights Subdivision and the associated Bid for fencing by Boise River Industries.

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 or cashier's check to the City's trust account in the aggregate amount of ninety-five thousand four hundred ninety-eight dollars and seventy-five cents (\$95,498.75), for deposit with City in its accounts (the "Cash Deposit"), which includes:
 - a. The initial City Engineer or Public Works Director's estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the sub-divider's contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;
 - b. To that total, the following additional sums may be added upon the following considerations:
 - i. Three (3) to ten (10) percent for inflation; ten (10) to fifteen (15) percent for the City's bidding disadvantage; and twelve (12) percent to twenty (20)

percent for city project management as determined by the City Engineer or Public Works Director.

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

Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from Cash Deposit shall be paid by Developer, including administrative, engineering, legal, labor and materials and other procurement fees and costs.

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

reasonable attorney’s fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this 11th day of October, 2021.

DocuSigned by:

 58891B86B98E4CC

AMH DEVELOPMENT LLC

By Brent Johnson
Vice President of Land

City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

Attest:

Chris Engels, City Clerk

STATE OF IDAHO)
 : SS
 County of Ada)

On this 11th day of October, 2021, before me Malinda Sue Shoemaker, personally appeared BRENT JOHNSON known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same as Vice President of Land and on behalf of the AMH DEVELOPMENT LLC.

S
E
A
L



DocuSigned by:
Malinda Shoemaker
5116137E78714F8
Notary Public for State of Idaho
My commission expires on 7/29/2026

**RESOLUTION NO. R54-2021
CITY OF KUNA, IDAHO**

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

- **SETTING FORTH CERTAIN PURPOSES;**
- **AUTHORIZING THE MAYOR TO EXECUTE THE ANIMAL WELFARE AND ENFORCEMENT AGREEMENT**
- **DIRECTING THE CITY CLERK; AND**
- **SETTING AN EFFECTIVE DATE.**

Section 1. Findings

The City Council of the City of Kuna finds that it is in the best interest of the City to enter into that certain Agreement entitled “Animal Welfare and Enforcement Agreement” for the reasons stated therein.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council as follows:

Section 2. Authority

The Mayor is hereby authorized to execute the “Animal Welfare and Enforcement Agreement”, by and between the City of Kuna and the Idaho Humane Society, a copy of the agreement is attached hereto marked “**EXHIBIT A**”, subject to the terms and conditions stated therein, and to execute all ancillary documents, if any are required, in order to facilitate the City’s performance of its obligations under the “Animal Welfare and Enforcement Agreement.”

Section 3. Directing the City Clerk

The Clerk is hereby directed to file this Resolution forthwith in the official records of this City; and to certify this resolution to the Idaho Humane Society.

Section 4. Effective Date

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

PASSED BY THE COUNCIL of Kuna Idaho this 3rd day of November, 2021.

APPROVED BY THE MAYOR of Kuna, Idaho this 3rd day of November, 2021.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**ANIMAL WELFARE AND ENFORCEMENT AGREEMENT
BY AND BETWEEN
KUNA AND THE IDAHO HUMANE SOCIETY**

This Animal Welfare and Enforcement Agreement (this "Agreement") is entered into by and among the Idaho Humane Society, Incorporated, an Idaho non-profit corporation ("IHS") and City of Kuna, a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho ("Kuna"). Kuna may sometimes be referred to herein as a "Public Agency". IHS or the Public Agency individually may be referred to herein as a "Party" and collectively as the "Parties."

WHEREAS, the Public Agency desires the assistance of a third-party provider to aid in the provision of certain animal welfare and enforcement services, more particularly described in Exhibit A attached hereto and made a part hereof (the "Scope of Service"), which the Public Agency is authorized to provide pursuant to Idaho Code Sections 50-302, 50-319, 31-714, and various code provisions of the Public Agency; and

WHEREAS, IHS is uniquely qualified and able to provide the desired services within the territorial limits of the Public Agency safely and humanely, pursuant to the terms and conditions contained herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, the Parties agree as follows:

- A. Effective Date; Term.** The term of this Agreement is from October 1, 2021 (the "Effective Date") through September 30, 2022 (the "Termination Date") (the "Term").
- B. Purpose; Grant of Authority.** IHS shall be the Public Agency's animal welfare and enforcement contractor and shall be responsible for the enforcement of all applicable animal regulatory ordinances of that Public Agency's codes and applicable provisions of Idaho Code, except as otherwise stated herein or as IHS and the Public Agency may otherwise subsequently agree in writing. Additionally, IHS is the "Animal Control Agency" for the Public Agency as that term is defined in Public Agency's code. Nothing contained herein shall be interpreted to preclude the Public Agency from contracting separately with IHS for the provision of other services.
- C. Contract Price; Payment; Additional Compensation.**

Contract Price. The Parties agree that the overall annual contract fee for IHS's performance of services as contemplated by this Agreement shall be one hundred thirty-four thousand, fifty-two dollars (\$134,052), paid in twelve (12) equal monthly installments, each installment payable on or before the 15th of each month during the Term.

1. Additional Compensation. IHS shall sell animal licenses on behalf of the Public Agency and collect such fees. These fees shall be either retained or remitted to the Public Agency as set forth in detail in Schedule 2, attached hereto and incorporated into this Agreement by reference. IHS shall make a good faith effort to collect these animal licensing fees as set forth in Exhibit A. Nothing in this section shall be construed to limit the ability of the Public Agency to sell its own animal licenses or to permit other third-party entities to sell such Public Agency's animal licenses, and to collect the fees from such sales.

2. Annual Review of Operating Expenses. IHS's operating expenses shall be reviewed annually by the Parties and contract adjustments made based on the budgeted amount in comparison to the actual amount spent on operating costs.

- D. Independent Contractor.** In all matters between the Parties pertaining to this Agreement, the relationship between the Public Agency and IHS is that of principal and independent contractor. Neither IHS nor any person performing work on behalf of IHS shall be deemed to be an employee of the Public Agency. The selection and supervision of IHS's personnel performing work pursuant to this Agreement shall be in the sole discretion of IHS. Neither IHS nor any person performing work on behalf of IHS shall be deemed to acquire any of the rights, privileges, powers, or advantages of an employee of the Public Agency, or vice versa; however, those persons performing work on behalf of IHS shall act as a limited agent on behalf of the Public Agency, which limited agency granted herein shall be strictly limited to performance under this Agreement expressly set forth herein and shall not extend to any other purpose.
- E. Audits and Inspection.** At any time during normal business hours and as often as the Public Agency may deem necessary, there shall be made available to the Public Agency for examination all IHS's records concerning all matters covered by this Agreement. IHS shall permit the Public Agency to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and other data relating to all matters covered by this Agreement. At their own expense, the Public Agency may hire an independent auditor to conduct a fiscal year audit of all expenses and revenues and services provided hereunder. Any auditor engaged by the Public Agency must use the generally accepted auditing standards. IHS shall maintain books, records, reports, and accounts adequate to allow the auditor to evaluate fully, assess, and audit IHS's performance of the Scope of Service.
- F. Scope of Work.**
- 1. Enforcement.** IHS shall act as a limited agent for the Public Agency to enforce applicable animal provisions of the Public Agency's codes and applicable animal provisions of Idaho Code, and shall be responsible for selecting and training qualified animal enforcement and administration officers and employees to carry out these services. These enforcement offers shall be "Animal Control Officer[s]" as that term is defined and used in the Public Agency's code. The expected service levels by which IHS shall provide the enforcement of applicable animal codes, train and manage animal enforcement and administration officers, and perform other related tasks as set forth with specificity in Exhibit A.
 - 2. Animal Welfare Services.** IHS shall provide animal welfare services within the respective territorial limits of the Public Agency, including investigating complaints, responding to calls for service, patrolling (as time and personnel permit), issuing citations to suspected violators and following through by appearing to testify in court as appropriate, apprehending and impounding stray and other animals, picking up dead or injured animals within the public right-of-way and respective territorial limits of the Public Agency, and other services as appropriate. The expected service levels by which IHS shall provide animal welfare services and perform other related tasks are set forth with specificity in Exhibit A.
 - 3. Recordkeeping.** IHS shall prepare and maintain complete and accurate records regarding the performance of services under this Agreement, including, but not limited to, detailed annual operating expenses records and the disposition of impounded animals. IHS shall account for services under this Agreement separately from other functions to the extent administratively feasible and shall provide a reasonable basis for allocated costs. IHS shall make all records, accounting information, and related documents concerning matters covered by this Agreement available to the Public Agency upon request for inspection, copying, and audit. The expected

service levels by which IHS shall maintain certain records and provide reports and documentation based on these records are set forth with specificity in Exhibit A.

4. **Promote Responsible Animal Ownership.** IHS shall provide services designed to support the goal of responsible animal ownership in the respective territorial limits of the Public Agency, including but not limited to public information and education, making recommendations for needed changes in policies, fees, ordinances, and legislation, and other community animal welfare matters. The expected service levels by which IHS shall promote responsible animal ownership are set forth with specificity in Exhibit A.
 5. **Data Management.** IHS shall follow all local, state, and federal laws and regulations with respect to personally identifiable information and credit card information. IHS shall implement best practices standards for administrative, physical, and technical safeguards to protect personally identifiable information from unauthorized use, access, or disclosure. In the event of a breach, IHS must immediately notify the Public Agency in writing of any unauthorized disclosure of personally identifiable information or information that would generally be considered confidential. Upon the expiration or termination of this Agreement, IHS shall promptly provide to the Public Agency all copies of their respective data and information, whether in written, electronic, or other form or media format.
 6. **Additional Scope of Work.** Additional services to be provided by IHS, if any, are described in the attached Exhibit A.
 7. **Exceptions to Scope of Work.** IHS shall not be required to perform any task or be responsible for any duty, except as expressly stated herein.
- G. Grant of Authority to IHS.** The Public Agency agrees to, and shall, ensure that such Public Agency takes whatever action such Public Agency deems necessary to grant or delegate authority to IHS to perform services under this Agreement for that Public Agency within such Public Agency's territorial limits.
- H. Compliance with Laws.** In the performance of services under this Agreement, IHS shall comply with all applicable federal, state, and the Public Agency's laws, regulations, and ordinances in effect or promulgated during the Term. This obligation includes timely payment of all taxes and license fees. If IHS determines it is unable to comply with any law, regulation, or ordinance in the performance of services under this Agreement, IHS must immediately notify the Public Agency in writing, and the Parties shall meet to attempt to resolve the matter between themselves with due diligence.
- I. Non-Waiver of Agreement Provisions.** Failure by the representatives of any of the Parties to, at any time, enforce or require strict compliance with any terms or conditions of this Agreement shall not constitute a waiver of, or affect, or impair such terms or conditions in any way; nor shall such failure affect the rights of the Parties to avail themselves at any time of such remedies as they may have for any breach of such terms or conditions against another Party.
- J. Indemnification.** These indemnification provisions apply only between IHS and the Public Agency.
1. IHS shall indemnify, save, hold harmless, and defend the Public Agency from, for, and against any and all direct or third-party claims, actions, judgments, damages, injuries to persons or property, losses, liabilities, and expenses caused by, or arising out of an act or omission of IHS or

IHS's officers, employees, agents, servants, and volunteers in connection with IHS's performance under this Agreement and not caused by or arising out of the tortious conduct of the Public Agency or its respective officers, officials, employees, agents, servants, and volunteers, or the Public Agency's code that is deemed unconstitutional or in conflict with state or federal law.

2. Notwithstanding anything to the contrary in this Agreement, the liability of the Public Agency is at all times strictly limited and controlled by the provisions of the Idaho Tort Claims Act, Idaho Code Sections 6-901 through 6-929, inclusive, as or hereafter amended. Nothing herein shall be deemed a waiver of any privilege, immunity, protection, or defense afforded to the Public Agency as a political subdivision of the state of Idaho, under the Idaho Constitution, the Idaho Tort Claims Act, or any other applicable law, and shall not be construed to waive any such protections, which are hereby expressly retained.

K. Insurance.

1. **Insurer's A.M. Best Rating.** IHS shall, at its own expense, procure and maintain insurance coverage, written by an insurance company or companies with an A.M. Best rating of A VIII or better and authorized to do business in the state of Idaho, throughout the Term.

2. Standard Insurance Coverages and Limits of Liability Required:

a. **Worker's Compensation Insurance.** Where required by law, IHS shall have and maintain during the Term of this Agreement, Worker's Compensation Insurance, including Employer's Liability, meeting the statutory requirements of the state of Idaho. Employer's Liability insurance in the following minimum amounts:

Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

In case any such work is sublet, IHS shall require its sub-contractors to provide Worker's Compensation and Employer's Liability Insurance.

b. **Commercial General Liability.** IHS shall have and maintain throughout the Term, Commercial General Liability Insurance, with the following minimum limits of liability:

General Aggregate	\$2,000,000
Product/Completed Operations Aggregate	\$2,000,000
Personal & Advertising Injury Liability	\$1,000,000
Per Occurrence	\$1,000,000
Fire Legal Liability	\$ 50,000

c. **Automobile Liability Insurance.** For all owned, non-owned, and hired vehicles, IHS shall maintain throughout the Term, Business Automobile Liability insurance providing bodily injury and property damage liability coverage for a minimum of one million dollars (\$1,000,000) per occurrence limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or equivalent, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Agreement. If IHS has no owned motor vehicles, then hired and non-owned motor vehicle liability coverage with a minimum limit of one million dollars (\$1,000,000) per accident

for bodily injury and property damage is required. Where applicable, the Public Agency shall be named as additional insureds.

3. Public Agency as Additional Insureds. IHS shall include the Public Agency as an additional insured to all of the insurance coverage listed above; which shall also be as primary and non-contributory with any insurance or self-insurance coverage or limits of liability maintained by the respective Public Agency, and in the form of a duly issued additional insured endorsement and attached to the policy or by the appropriate blanket additional insured policy wording, and in any other manner further required by IHS's insurance coverage to provide the Public Agency additional insured coverage as set forth herein.

4. No Limitation of Liability. Insurance coverage and limits of liability as specified herein are minimum coverage and liability requirements only. Nothing in this Agreement's requirements for minimum insurance coverage shall be interpreted to limit or release the liability of IHS or any of IHS's insurers.

5. Require Separation of Insured Provision; Cross-Liability Exclusion; and Other Endorsements Prohibited. IHS's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. IHS's insurance policy shall not contain any provisions, exclusion, or endorsement that limits, bars, or effectively precludes the Public Agency from coverage or asserting a claim under IHS's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. Failure to comply with any of the requisite insurance provisions shall be a material breach of this Agreement and grounds for termination of the Agreement or, if applicable, and at the discretion of the Public Agency, shall serve as grounds for the Public Agency to procure or renew insurance coverage with any related costs of premiums to be repaid by IHS or offset against the Contract payment to IHS.

6. Evidence of Insurance. IHS shall provide the following as evidence of insurance:

a. A certificate of liability insurance evidencing coverages, limits of liability, and other terms and conditions as specified herein. In the "Certificate Holder" field of the certification of insurance, the individual Public Agency's name shall be written in; and

b. An attached designated additional insureds endorsement or blanket additional insureds wording to the required insurance policies that names the Public Agency.

At any time upon the Public Agency's request, IHS shall also cause to be timely furnished a copy of declarations pages and schedules of forms and endorsements. If the Public Agency tenders a claim or lawsuit for defense and indemnity invoking additional insured status, and the insurer either denies the tender or issues a reservation of rights letter, IHS shall also cause a complete and certified copy of the requested policy to be timely furnished to the requesting Public Agency.

7. Notice of Cancellation or Modification, Renewal. IHS's certificates of insurance shall be signed by an authorized representative of the issuing insurance carrier and shall state that the issuing company shall provide the Parties with a minimum of thirty (30) days' written notice prior to canceling or reducing any of the policies or limits required by this Agreement. Renewal certificates or binders must be provided to the Parties a minimum of five (5) days prior to the effective date of the renewal. If binders are used, they must be replaced by appropriate insurance certificates no later than thirty (30) days after the effective date.

L. Termination.

1. Termination of this Agreement shall not relieve the Parties of their obligations or liability to each other incurred prior to the Termination Date.

2. This Agreement shall automatically terminate between the Public Agency and IHS immediately upon the following events:

- a. IHS is dissolved; or
- b. The Term expires.

3. This Agreement shall terminate between a Public Agency and IHS upon the following events and with thirty (30) business days prior written notice to all the other Parties:

a. The Public Agency or IHS gives the other Party written notice of termination, which termination shall be effective on the first day of the calendar month that is at least thirty (30) calendar days after delivery of such notice of termination. The Public Agency or IHS may terminate, in whole or in part, its interest in the Agreement for any reason or no reason.

b. The Public Agency fails to appropriate adequate funds for this Agreement in its budget for the fiscal year, in which case the Public Agency shall notify IHS of any non-appropriation of funds within thirty (30) business days of such non-appropriation.

c. The Public Agency and IHS agree, in writing, to terminate this Agreement.

4. Termination for any reason under this section shall be effected by delivery to IHS or the Public Agency, as applicable, of a termination notice at least thirty (30) calendar days prior to the termination effective date, specifying the extent to which performance of services is terminated, and the time when such termination becomes effective.

5. **Obligations Upon Expiration or Termination.** Upon expiration or termination of the Agreement for any of the reasons, IHS shall be compensated for all services it rendered prior to the effective date of termination. The terminating Public Agency shall not be liable for services performed after the effective date of termination. Upon termination, IHS shall return all materials, documents, equipment, data and information, or property owned by the Public Agency or items held by IHS on the terminating Public Agency's behalf.

6. **Survival.** This section shall survive the expiration or termination of this Agreement.

M. Additional Terms and Conditions. Additional terms and conditions are contained in the attached Exhibit A.

N. Miscellaneous Terms.

1. **Integration.** This Agreement constitutes the entire agreement of the Parties with respect to its subject matter, and this Agreement supersedes all prior agreements and understandings, whether written or oral, with respect to its subject matter.

2. Amendment. This Agreement may be amended at any time by mutual written agreement signed by the authorized representative of each Party; provided, however, nothing contained herein shall be interpreted to preclude the Public Agency from contracting separately with IHS for the provision of other services.

3. Interpretation. This Agreement was reviewed by the Parties' legal counsel. Accordingly, this Agreement shall be interpreted and construed fairly, according to its plain language, and not for or against any Party, regardless of which Party drafted it or caused its drafting.

4. Notices. Each Party shall deliver all communications in writing either in person, by certified or registered mail (return receipt requested and postage prepaid), by email, or by a recognized overnight courier service, and addressed to the other Parties as set forth below:

Idaho Humane Society
 ATTN: Chief Executive Officer
 1300 S. Bird Street
 Boise, Idaho 83709
 jrosenthal@idahohumanesociety.org

City of Kuna
 ATTN: City Clerk
 751 W. 4th Street
 Kuna, Idaho 83634
 CityClerk@KunaID.gov

A Party may change its notice address by notifying each other Party as described in this section.

5. Attorney's Fees. In the event of any dispute or litigation arising from this Agreement or its subject matter, the prevailing party in such dispute or litigation may recover its costs and reasonable attorneys' fees as may be provided by applicable Idaho law.

6. Assignment. Neither IHS nor the Public Agency may assign any of their rights or obligations under this Agreement without first obtaining the written consent of all the Parties.

7. Choice of Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Idaho. Venue for any action brought pursuant to this Agreement shall be in the Fourth Judicial District of the State of Idaho, in and for Ada County.

8. Non-Discrimination in Employment. In performing the services required herein, IHS or its sub-contractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age, or disability. It is IHS's responsibility to ensure that its sub-contractor complies with this section.

9. Severability. Any section or provision of this Agreement that is held invalid by a court of competent jurisdiction shall be stricken, and the remainder of this Agreement shall continue in full effect.

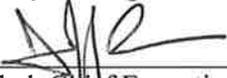
10. Counterparts. The Parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed on and the same instrument.

11. **Authority.** By such person's signature below, the person executing this Agreement on behalf of a Party warrants that such person has authority to sign on behalf of that Party.

12. **Approval Required.** This Agreement shall not become effective or binding until approved and executed by the Parties.

IN WITNESS WHEREOF, the authorized agent or representatives of the Public Agency and IHS executed this Agreement and made it effective as hereinabove provided.

Idaho Humane Society, Incorporated:

By: 
Dr. Jeff Rosenthal, Chief Executive Officer

Date: 10/27/21

City of Kuna:

By: _____
Joe Stear, Mayor

Date: _____

ATTEST:

Chris Engels, City Clerk

EXHIBIT A

Scope of Service

The terms and conditions contained in this scope of service are expressly made a part of this Animal Welfare and Enforcement Agreement:

I. **Statutes and Ordinances; Public Agency Specific Scope of Service.**

A. Statutes and Ordinances. IHS shall perform its duties under this Agreement in accordance with federal, state, and local laws and regulations.

B. Public Agency Specific Scope of Service.

1. Kuna Specific Scope of Service. IHS shall provide animal enforcement services to all areas, both public and private, within Kuna's municipal boundaries. During the term of this Agreement, IHS shall serve as the Animal Control Agency and shall be responsible for administering the City of Kuna's Animal Control Ordinance, Chapter 3 of Title 10, Kuna City Code, except as otherwise expressly stated herein or as City of Kuna and IHS may otherwise agree in writing.

II. Animal Code Enforcement. IHS shall act as the limited agent for the Public Agency in enforcing applicable animal provisions of that Public Agency's codes and shall be responsible for selecting and training qualified animal enforcement and administration officers and employees to carry out these services as Animal Control Officers.

A. General Enforcement.

1. General Hours and Days of Service. Enforcement services shall operate seven (7) days per week, from 8:00 a.m. to 7:00 p.m.

2. In performing duties under Section I of this Scope of Service:

- a. IHS shall timely investigate all calls for animal enforcement service, and as contemporaneously as possible, draft clear and complete reports sufficient to support the prosecution of the offense.
- b. IHS shall collect available evidence at the time of investigation and shall include it with the corresponding reports as may be necessary.
- c. IHS shall timely file all citations, reports, and any required notices with the Court and/or the Public Agency as appropriate.
- d. Upon request by a Public Agency, IHS shall timely provide the Public Agency the citation, reports, notices, or evidence.
- e. IHS shall appear on time for all court hearings and trials and shall be fully prepared to testify, including, without limitation: having reviewed all relevant reports, audio recordings, video recordings, and other records and evidence in regard to which the subpoenaed IHS employee may be asked to testify.

- f. For any cases involving animal cruelty and nuisance violations (i.e., bites, barking, aggressive behavior, etc.) the investigating IHS Animal Control Officer shall search IHS's internal case management database for any prior incidents involving the same suspect animal-owner and/or animal. If prior incidents are discovered, a reference to such priors shall be included in the current investigation report.
- g. IHS officers and/or employees shall obey subpoenas and notify the relevant Public Agency at the earliest opportunity of any scheduling conflicts that may prevent the appearance of a subpoenaed IHS employee at a scheduled court date or meeting.
- h. The Public Agency shall notify IHS at the earliest opportunity of any changes, delays, or cancellations of any court hearings or meetings to which the IHS employee is subpoenaed or scheduled to attend.
- i. For cases involving designation of dogs as at-risk or dangerous, impoundment, or other civil enforcement decisions, IHS will prepare and serve any notices required by the Public Agency's code or Idaho State Code on the parties required to be served, and will process appeal of those enforcement decisions as set forth in the Public Agency's code.
- j. IHS shall provide to the Public Agency an accurate telephone contact list containing the names, titles and direct office telephone numbers of IHS CEO, CFO, Director of Animal Control, Dispatch and Night Dispatch, and the work cell phone numbers, if any, for all Animal Control Officers. IHS shall provide the Public Agency updated contact lists within thirty (30) days of any changes.
- k. All IHS staff, including, without limitation: Animal Control Officers, and animal welfare dispatch staff, shall return all telephone messages and emails within forty-eight (48) hours of receipt of the message or email.
- l. All Public Agency staff shall return all telephone messages and emails from IHS employees within forty-eight (48) hours of receiving the message or email.

B. Emergency Services.

- 1. **Hours and Days of Emergency Services.** Emergency services shall operate twenty-four (24) hours per day, seven (7) days per week.
- 2. **Staffing.** IHS employee staffing levels shall be sufficient to provide on-going emergency services to the Public Agency. For purposes of this Agreement, "Emergency Services" shall include field calls for the following:
 - a. Injured stray dog or cat;
 - b. Dog bite or cat bite with animal still at-large;
 - c. Dog bite of such severity to require quarantine of the animal;
 - d. Dangerous, threatening, or at-risk dog with the dog still at-large, constituting a threat to persons or domesticated animals;

- e. Animal, caught in a trap that is making a disturbance, or that is injuring itself;
- f. Dog, cat, or livestock causing traffic safety issue;
- g. Animal cruelty violations;
- h. Dangerous animal at-large;
- i. Exotic animals and wildlife;
- j. Multiple calls received on the same non-emergency animal-related problem (IHS officer to be on-call, and police dispatch will evaluate the circumstances to determine whether to respond); and
- k. Request from a law enforcement agency, received after the hours of regular enforcement services, for assistance with an animal.

C. IHS Employee Training.

1. **New Hires.** All new IHS Animal Control Officers and Dispatchers shall be provided adequate training by IHS. Such professional training shall include, without limitation: citation writing, incident report writing, witness interviewing and investigation skills, evidence collection, case management, preparation for court appearances, and court testimony.
2. **On-Going Training.** IHS shall provide on-going training to its IHS Animal Control Officers and Dispatchers for any gaps in skill sets and to address issues raised by the Public Agency regarding the performance of humane services by IHS in their jurisdictions.

III. Animal Welfare Services. IHS shall provide animal welfare services within the respective territorial limits of the Public Agency, including investigating complaints, responding to calls for service, patrolling (as time and personnel permit), issuing citations to suspected violators and following through by appearing to testify in court as appropriate, apprehending and impounding stray and other animals, picking up dead or injured animals within the public areas within the respective territorial limits of the Public Agency.

A. General Animal Welfare Services. IHS employee staffing levels shall be sufficient to provide the on-going general animal welfare services within the jurisdictions of the Public Agency as follows:

1. Impoundment of free-roaming animals to protect the public from animal attacks, bites, and accidents caused by such free-roaming animals.
2. Protection of public health through animal disease surveillance in conjunction with the Idaho Department of Health and Welfare.
3. Protection of public health by designating dogs as dangerous or at-risk where appropriate, and managing such dogs as set forth in the Public Agency's code.
4. Quarantine of disease-suspect and bite case animals.

5. Participation in local disaster planning to address animal-related issues.
6. Protection of animals by:
 - a. enforcement of cruelty to animals' statutes and codes;
 - b. transport of strays to IHS's shelter; and
 - c. the transport of injured animals to IHS's veterinary hospital or other critical care facilities.
7. Removal and disposition of dead animals, whether wild or domesticated, from public areas of the Public Agency's jurisdictions.
8. Coordination with appropriate governmental agencies, private entities, and volunteer service groups to respond to reports of injured wild animals and provide transportation of such animals to veterinary hospitals or local wild animal rehabilitation facilities. IHS to act as a liaison in these cases (rather than referring the public to a different agency or entity) to create a great customer service experience and to ensure that animals are safe.
9. The provision of field services include, without limitation, responding to the following complaints and calls for service:
 - a. dog at large;
 - b. trapped dog (or other animals);
 - c. livestock at large;
 - d. excessive dog barking;
 - e. unlicensed dog;
 - f. dog or cat without rabies vaccination;
 - g. dogs threatening a person or domestic animal;
 - h. dog or cat bite;
 - i. injured or sick stray dog, cat, or other animals (including wild animals);
 - j. abandoned or mistreated animal;
 - k. negligently confined animal;
 - l. animal cruelty or neglect;
 - m. dead dog, cat, or other animals (including wild animals);
 - n. private kennel inspection;
 - o. prohibited or dangerous mammal or reptile investigation; and

- p. unsanitary premises (e.g., excessive animal waste inspection).

B. Shelter Services.

1. **Hours and Days of Shelter Services.** Shelter Services shall be open to the public seven (7) days per week from 10:00 a.m. to 6:00 p.m.
 2. IHS employee staffing levels shall be sufficient to provide the on-going shelter services for the Public Agency. For purposes of this Agreement, "Shelter Services" shall include:
 - a. Maintaining a lost and found program for animals.
 - b. Holding stray or lost animals in accordance with the applicable Public Agency's ordinance.
 - c. Examining stray and lost animals for licenses or identification chips, and if a license or chip is found, to make a reasonable attempt to return such animal to its owner.
 - d. Coordinating with IHS's veterinary clinic to ensure that all dogs and cats are spayed or neutered prior to adoption.
- C. Inspection of Breeding Operations.** IHS shall assist in the inspection of breeding operations, pet stores, and vendors of pets for compliance with any Public Agency's applicable ordinances.

IV. Promotion of Responsible Animal Ownership.

- A. Promotion of Animal Code Compliance.** IHS shall provide services designed to support the goal of responsible animal ownership in the respective territorial limits of the Public Agency, including, without limitation, public information and education, making recommendations for needed changes in policies, fees, ordinances and legislation, and other community animal welfare matters. IHS shall strive to reduce animal-related violations and increase voluntary compliance with animal-related provisions. This goal may be achieved by vigorous and prompt animal code enforcement, public education, and positive reinforcement for responsible pet owners who abide by the law.
- B. Reduction in Surrender, Impoundment, and Euthanization of Animals.** The Parties shall seek to reduce the number of animals surrendered and impounded at the IHS shelter and subsequently euthanized. For purposes of this Scope of Service and the underlying Agreement, an "Impounded Animal" is any animal picked up by IHS, a Public Agency, or a private citizen and then delivered to IHS.
- C. Humane Education Classes.** IHS shall provide court-ordered humane animal education classes to individuals convicted of animal cruelty and neglect regularly (no less frequently than every sixty (60) days). IHS may charge a fee for such humane animal education classes, which is paid by the individuals who attend such classes.
- D. Promote Animal Adoptions; Spay and Neuter.** To maximize the live-release rate of animals, IHS will make reasonable efforts to promote animal adoptions. IHS shall continually educate the public (with special educational outreach provided by IHS to local youth) regarding the benefits of spaying or neutering pets.

- E. Promote Dog License Code Compliance.** IHS shall promote citizen compliance with the Public Agency's dog license ordinance provisions through participation in and cooperation with such Public Agency's licensing programs.
- F. IHS Recommendations to Public Agency.** IHS may provide the Public Agency with written recommendations for amendments to such Public Agency's animal-related ordinances in writing. Whether to accept and adopt such recommendations is in the sole discretion of the Public Agency.

V. Recordkeeping; Reports and Documentation; Operating Procedures.

- A. Recordkeeping.** IHS shall prepare and maintain complete and accurate records regarding the performance of Scope of Services, including, without limitation, detailed annual operating expenses records and the disposition of Impounded Animals. IHS shall account for services under this Agreement separately from other functions to the extent administratively feasible and shall provide a reasonable basis for allocated costs.
 - 1. Operating Expense Records.** IHS shall maintain accurate and complete records of its operating expenses in connection with the Scope of Services. The records shall be maintained in such a manner that IHS can provide information about its animal enforcement operating expenses separately from its other operations for the Public Agency.
 - 2. Fees Reconciliation Records.** IHS shall maintain accurate and complete records of the fees it collects on behalf of the Public Agency. Each year as part of its annual report to the Public Agency, IHS shall accurately reconcile all the fees on behalf of the Public Agency for the purpose of calculating the offset amount of the Public Agency's paid portion of IHS's annual operating expenses.
- B. Annual Report.** IHS shall provide a written annual report, no later than January 31st of each year to the Public Agency. The annual report shall be written in the format provided in Schedule 1, attached hereto and incorporated by reference, and share information regarding IHS's operational expenses, collection and reconciliation of fees, provided service levels, and education efforts provided to the Public Agency for the prior twelve (12) months. IHS shall maintain books, records, reports, and accounts adequate to allow the auditor to fully evaluate, assess and audit IHS's performance of the Scope of Service, as provided further in Section E of the Agreement.
 - 1. In-Person Presentation to Public Agency.** The Public Agency may request IHS to present the annual report or a subsequent report to its governing body (i.e., Mayor and City Council or Board of County Commissioners) at a public meeting. The in-person presentation shall occur within thirty (30) days of the request.
 - 2. Target Service Levels Documentation.** Part of the annual report to the Public Agency shall include documentation showing the current service levels in the Public Agency's jurisdiction in comparison to a three-year average baseline and provide projected target service levels for the next twelve (12) months. The documentation shall include statistical information with respect to the following services:
 - a.** number of field calls within the jurisdiction of the Public Agency, sorted by call category;

- b. IHS shall make available to the Public Agency the raw data of IHS Animal Control Officer response times to the calls for service upon request. Beginning from January 1, 2020, IHS shall calculate and provide the average response times to calls for service within the jurisdiction of the Public Agency;
 - c. number of citations issued for animal code violations;
 - d. number of reports written and routed for prosecutor screening;
 - e. number of Impounded Animals;
 - f. number of days Impounded Animals were boarded;
 - g. number of Impounded Animals returned to the owner;
 - h. number of animals adopted;
 - i. number of dog licenses sold by IHS;
 - j. number of spay and neuter procedures performed;
 - k. number of volunteer hours logged;
 - l. number of animals fostered; and
 - m. number of live-release rates for dogs and cats.
- C. Requested Reports and Documentation.** The Public Agency may request that IHS provide reports or documentation in addition to the annual report as may be necessary to assist the Public Agency in its fiscal year-end budgeting process. IHS shall timely respond to all Public Agency requests for additional reports and documents; which requests shall not be made more frequently than once every three (3) months by any Public Agency.
- D. Standard Operating Procedures.** IHS shall develop internal standard operating procedures and policies (“SOPs”) related to the services provided under this Agreement, to be completed no later than December 31, 2021. All applicable IHS employees are to be trained on these SOPs. Upon request, IHS shall produce a current and accurate written copy of these SOPs.

SCHEDULE 1

FORM OF ANNUAL REPORT

	2021	3-Year Average	Projection
Field Calls divided by category:			
Aggressive			
Attack			
Barking			
Bite			
Dead/Injured			
Dog at Large			
Large/Small Animal Cruelty/Neglect			
Miscellaneous			
Pickup - Cat			
Pickup - Dog			
Loose Livestock			
Wildlife Related Calls			
Extra Patrol			
Barrister/Sheriff's Office /City Hall, etc			
Total number of calls			
IHS average response times to Calls for Service - Minutes			
Number of city licenses sold by IHS			
Number of violations issued for Animal Code violations			
Number of Warnings issued for Animal Code violations			
Number of times officers Educated vs. citing			
Number of animals handled			
Number of animals impounded			
Number of animals returned to owner			
Number of dogs designated as dangerous or at risk			
Number of appeals processed by Idaho Humane Society			
IHS General Stats (non-agency specific)			
Live Release rate total			
Cats			
Dogs			
Number of spay/neuter procedures performed			
Number of animals fostered			
Number of animals adopted			
Number of volunteer hours logged			
Humane Education program youth reached			

SCHEDULE 2

DOG LICENSING FEES PER PUBLIC AGENCY

The animal licensing fees that IHS collects on behalf of the Public Agency shall be collected, applied, or remitted as follows:

Kuna: IHS shall have a non-exclusive right to collect animal licensing and impound fees according to the fee schedule adopted by the Kuna City Council. For all the licenses and impound fees IHS collects on behalf of the City of Kuna, IHS shall remit the accrued fee amounts to the City of Kuna on or before the -tenth (10th) day of each calendar month during the Term of this Agreement.