



OFFICIALS
Joe Stear, Mayor
Greg McPherson, Council President
Chris Bruce, Council Member
Warren Christensen, Council Member
John Laraway, Council Member

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

City Council Meeting
AGENDA
Tuesday, June 7, 2022

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: 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 May 17, 2022

B. Accounts Payable Dated June 2, 2022, in the amount of \$923,267.67

C. Findings of Fact Conclusions of Law

- 1. Case No. 21-04-S (Preliminary Plat) for Falcon Crest Golf Villages Subdivision

D. Final Plats

- 1. Case No. 22-03-FP (Final Plat) Robinhood Subdivision No. 1

<http://kunacity.id.gov/DocumentCenter/View/7996/22-03-FP-Robinhood-No1-Staff-Packet-PDF>

- 2. Case No. 22-04-FP (Final Plat) Robinhood Subdivision No. 2

<http://kunacity.id.gov/DocumentCenter/View/7997/22-04-FP-Robinhood-No2-Staff-Packet-PDF>

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) 387-7726. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 387-7726 at least forty-eight (48) hours prior to the meeting to allow the City to make reasonable arrangements to ensure accessibility to this meeting.

E. Resolutions

1. Resolution R30-2022

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE “KUNA-VEOLIA WATER SERVICE AREA AGREEMENT” WITH VEOLIA WATER IDAHO, INC; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

2. Resolution R31-2022

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

3. Resolution R32-2022

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

4. Resolution R33-2022

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY CHALLENGER DEVELOPMENT INC., FOR MALASPINA SUBDIVISION NO. 2 FOR UNCOMPLETED WORK INCLUDING STREET LIGHTING, FENCING AND LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

5. Resolution R34-2022

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY DB DEVELOPMENT, LLC, FOR CASPIAN SUBDIVISION NO. 1 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

6. Resolution R35-2022

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY DB DEVELOPMENT, LLC, FOR CASPIAN SUBDIVISION NO. 1 FOR UNCOMPLETED WORK INCLUDING STREET LIGHTING PURSUANT TO THE TERMS OF THIS RESOLUTION.

7. Resolution R36-2022

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

8. Resolution R37-2022

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

9. Resolution R38-2022

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

10. Resolution R39-2022

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID FALCON CREST, LLC, FOR FALCON CREST SUBDIVISION NO. 4 FOR UNCOMPLETED WORK STREETLIGHTING PURSUANT TO THE TERMS OF THIS RESOLUTION.

11. Resolution R40-2022

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID FALCON CREST, LLC, FOR FALCON CREST SUBDIVISION NO. 4 FOR UNCOMPLETED WORK LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

12. Resolution R41-2022

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

13. Resolution R42-2022

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

14. Resolution R43-2022

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID RISING SUN, LLC, FOR RISING SUN

ESTATES SUBDIVISION NO. 1 FOR UNCOMPLETED WORK INCLUDING FENCING AND LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

5. External Reports:

6. Public Hearings:

Public Hearing Process: Items begin with the presentation of the project by staff for up to 15 minutes. The applicant is then allowed 10 minutes to present their project. Members of the public are allowed up to 3 minutes each, to address City Council with testimony restricted to the matter at hand. After all public testimony, the applicant is allowed 5 minutes for rebuttal.

City Council members may ask questions throughout the public hearing process.

Once the public hearing is closed, no further testimony or comments are heard.

City Council may move to continue the application to a future meeting or approve or deny the application.

- A. 2022 Comprehensive Plan Amendment (Maps) & Area of City Impact (ACI) Boundary Adjustment** – The City of Kuna requests consideration from the City Council for an Amendment to the Comprehensive Plan Maps, and reduction of the Area of City Impact (ACI) Boundary. Doug Hansen, Planning and Zoning Director **ACTION ITEM**

<http://kunacity.id.gov/DocumentCenter/View/7998/2022-Comprehensive-Plan-Amendment-Maps-and-Area-of-City-Impact-ACI-Boundary-Adjustment-Packet-PDF>

Open Public Hearing

Receive evidence

Consideration to close evidence presentation and proceed to deliberation

- B. Case Nos. 21-17-AN (Annexation), 21-06-CPF (Combination Preliminary & Final Plat) & 21-06-DA (Development Agreement) Skylar Ranch Subdivision** – Skylar Ranch LLC, requests approval for Annexation of 9.97 acres into Kuna City Limits with R-4 and R-6 (Medium Density Residential) zoning district classifications, and to subdivide the 9.97 acres into three (3) lots. The application is accompanied by a Development Agreement. The subject site is located at 1113 W Oak Tree Drive, Kuna ID 83634 (APN: S1314244739). Doug Hansen, P&Z Director **ACTION ITEM**

<http://kunacity.id.gov/DocumentCenter/View/7999/Skylar-Ranch-Subdivision-Staff-Packet-PDF>

Open Public Hearing

Receive evidence

Consideration to close evidence presentation and proceed to deliberation

7. Business Items:

- A.** Consideration to approve contingency request for up to \$20,000 for History Building Mold Clean-up. Bobby Withrow, Parks & Facilities Director **ACTION ITEM**

8. Ordinances:

A. Consideration to approve Ordinance 2022-17 **ACTION ITEM**

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

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

*Consideration to waive three readings
Consideration to approve Ordinance*

9. Executive Session:

A. Executive Session under Idaho Code: 74-206 (c) To acquire an interest in real property not owned by a public agency;

10. Mayor/Council Announcements:

11. Adjournment:



OFFICIALS
Joe Stear, Mayor
Greg McPherson, Council President
Chris Bruce, 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, May 17, 2022

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 00:00:08)

COUNCIL MEMBERS PRESENT:

- Mayor Joe Stear
- Council President McPherson
- Council Member Chris Bruce
- Council Member Warren Christensen
- Council Member John Laraway

CITY STAFF PRESENT:

- Marc Bybee, City Attorney
- Chris Engels, City Clerk
- Jared Empey, City Treasurer
- Mike Fratusco, Kuna Police Chief
- Doug Hanson, P & Z Director
- Morgan Treasure, Economic Development Director
- Nancy Stauffer, HR Director

2. Invocation

3. Pledge of Allegiance: Mayor Stear

(Timestamp 00:00:26)

4. Consent Agenda: 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.

(Timestamp 00:00:43)

A. Regular City Council Meeting Minutes Dated May 3, 2022

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) 387-7726. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 387-7726 at least forty-eight (48) hours prior to the meeting to allow the City to make reasonable arrangements to ensure accessibility to this meeting.

B. Accounts Payable Dated May 12, 2022, in the amount of \$511,759.32

C. Findings of Fact Conclusions of Law

1. Case No. 21-19-AN (Annexation) Kuna Lutheran Church

D. Resolutions

1. Resolution R30-2022

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE “KUNA-VEOLIA WATER SERVICE AREA AGREEMENT” WITH VEOLIA WATER IDAHO, INC; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

Motion To: Approve the Consent Agenda with item 4D removed for attorney review

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Approved by the Following Roll Call Vote:

Voting Aye: Council Members Bruce, Christensen, Laraway, McPherson

Voting No: None

Absent: None

Motion Passed: 4-0-0

5. External Reports:

6. Public Hearings:

Public Hearing Process: Items begin with the presentation of the project by staff for up to 15 minutes. The applicant is then allowed 10 minutes to present their project. Members of the public are allowed up to 3 minutes each, to address City Council with testimony restricted to the matter at hand. After all public testimony, the applicant is allowed 5 minutes for rebuttal.

City Council members may ask questions throughout the public hearing process.

Once the public hearing is closed, no further testimony or comments are heard.

City Council may move to continue the application to a future meeting or approve or deny the application.

(Timestamp 00:01:51)

A. Resolution No. R18-2022 Updating Kuna City Clerks Fee Schedule. Chris Engels, City Clerk **ACTION ITEM**

A RESOLUTION OF THE CITY OF KUNA, IDAHO, ESTABLISHING FEES FOR THE KUNA CLERKS OFFICE FEE SCHEDULE, AND PROVIDING AN EFFECTIVE DATE.

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

Absent: None

Motion Passed: 4-0-0

Motion To: Approve R18-2022

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Voting No: None

Absent: None

Motion Passed: 4-0-0

7. Business Items:

8. Ordinances:

(Timestamp 00:04:40)

A. Consideration to approve Ordinance 2022-16 ACTION ITEM

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO,

- AMENDING SUBSECTION C OF SECTION 3, CHAPTER 7, TITLE 10, KUNA CITY CODE (I.E. 10-3-7(C)) BY DELETING LANGUAGE THAT CREATES DIFFERENT LICENSE CATEGORIES FOR SPAYED AND NEUTERED DOGS; AND
- DIRECTING THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings

Consideration to approve Ordinance

Motion To: Waive three readings of Ordinance 2022-16

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Further Discussion: None

Absent: None

Motion Passed: 4-0-0

Motion To: Approve Ordinance 2022-16

Motion By: Council President McPherson

Motion Seconded: Council Member Christensen

Approved by the Following Roll Call Vote:

Voting Aye: Council Members, Bruce, Christensen, Laraway and McPherson

Voting No: None

Absent: None

Motion Passed: 4-0-0

Motion To: Approve Summary Publication
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Voting No: None
Absent: None
Motion Passed: 4-0-0

9. Executive Session:

10. Mayor/Council Announcements:

11. Adjournment: 6:10

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

*Minutes prepared by Nathan Stanley, Deputy City Clerk
Date Approved: CCM 06.07.2022*

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
2M COMPANY, INC.												
1461	2M COMPANY, INC.	204014492-00	13677	<u>EXTRA MOTOR REPLACEMENTS IN CASE OF FAILURES, J.COX, MAY 22-PI.</u>	05/20/2022	10,866.24	.00	<u>25-6166 PP&E PURCHASES - OPERATIONS</u>	1057	5/22		
Total 204014492-00:						10,866.24	.00					
Total 2M COMPANY, INC.:						10,866.24	.00					
ABC STAMP, SIGNS & AWARDS												
277	ABC STAMP, SIGNS & AWARDS	0560680	13578	<u>NAME PLATE FOR M. WEBB, MAY. '22-WATER</u>	05/19/2022	8.77	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	5/22		
277	ABC STAMP, SIGNS & AWARDS	0560680	13578	<u>NAME PLATE FOR M. WEBB, MAY. '22-SEWER</u>	05/19/2022	8.77	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	5/22		
277	ABC STAMP, SIGNS & AWARDS	0560680	13578	<u>NAME PLATE FOR M. WEBB, MAY. '22-PI</u>	05/19/2022	3.33	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	5/22		
Total 0560680:						20.87	.00					
Total ABC STAMP, SIGNS & AWARDS:						20.87	.00					
ADA COUNTY HIGHWAY DISTRICT (RENT)												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	17185		<u>SHOP RENT FOR JUNE 2022-PARKS</u>	05/12/2022	148.50	.00	<u>01-6211 RENT-BUILDINGS & LAND</u>	1004	5/22		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	17185		<u>SHOP RENT FOR JUNE 2022-WATER</u>	05/12/2022	126.00	.00	<u>20-6211 RENT-BUILDINGS & LAND</u>	0	5/22		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	17185		<u>SHOP RENT FOR JUNE 2022-SEWER</u>	05/12/2022	121.50	.00	<u>21-6211 RENT - BUILDINGS & LAND</u>	0	5/22		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	17185		<u>SHOP RENT FOR JUNE 2022-PI</u>	05/12/2022	54.00	.00	<u>25-6211 RENT - BUILDINGS & LAND</u>	0	5/22		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 5/13/2022-6/2/2022

Page: 2
Jun 02, 2022 03:03PM

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 17185:						450.00	.00					
Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	.00					
ADA COUNTY PROSECUTING ATTORNE												
176	ADA COUNTY PROSECUTING ATTORNE	05182022CPA		<u>PROSECUTORIAL SERVICES FOR MAY 2022</u>	05/20/2022	4,500.00	.00	01-6203 PROSECUTORIAL SERVICES	0	5/22		
Total 05182022CPA:						4,500.00	.00					
Total ADA COUNTY PROSECUTING ATTORNE:						4,500.00	.00					
ADA COUNTY SHERIFF'S OFFICE												
6	ADA COUNTY SHERIFF'S OFFICE	099203		<u>SHERIFF SERVICE CONTRACT FOR MAY. 2022</u>	05/03/2022	248,994.13	.00	01-6000 LAW ENFORCEMENT SERVICES	0	5/22		
Total 099203:						248,994.13	.00					
Total ADA COUNTY SHERIFF'S OFFICE:						248,994.13	.00					
ADVANCED COMMUNICATIONS, INC.												
1566	ADVANCED COMMUNICATIONS, INC.	IN-8001081227		<u>INTERNET SERVICES FOR PARKS OFFICE. 04/01-04/30/2022-PARKS</u>	04/02/2022	164.75	164.75	01-6290 UTILITIES	1004	5/22	05/13/2022	
Total IN-800108122757:						164.75	164.75					
Total ADVANCED COMMUNICATIONS, INC.:						164.75	164.75					
AGRI-LINES IRRIGATION, INC.												
1066	AGRI-LINES IRRIGATION, INC.	INV71308	13628	<u>MISC PARTS & SETUP FEES FOR NEW PIVOTS FOR FARM. T. FLEMING. MAY'22</u>	03/30/2022	829.00	829.00	21-6166 PP&E PURCHASES - OPERATIONS	1272	5/22	05/13/2022	
Total INV71308:						829.00	829.00					

City of Kuna

 Payment Approval Report - City Council Approval
 Report dates: 5/13/2022-6/2/2022

 Page: 3
 Jun 02, 2022 03:03PM

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
1066	AGRI-LINES IRRIGATION, INC.	INV71407	13628	<u>MISC PARTS & SETUP FEES FOR NEW PIVOTS FOR FARM, T. FLEMING, MAY'22</u>	03/30/2022	222.18	222.18	<u>21-6166 PP&E PURCHASES - OPERATIONS</u>	1272	5/22	05/13/2022	
Total INV71407:						222.18	222.18					
1066	AGRI-LINES IRRIGATION, INC.	INV72602	13628	<u>MISC PARTS & SETUP FEES FOR NEW PIVOTS FOR FARM, T. FLEMING, MAY'22</u>	04/11/2022	601.25	601.25	<u>21-6166 PP&E PURCHASES - OPERATIONS</u>	1272	5/22	05/13/2022	
Total INV72602:						601.25	601.25					
1066	AGRI-LINES IRRIGATION, INC.	INV72695	13439	<u>MISC PARTS & SETUP FEES FOR NEW PIVOTS FOR FARM, T. FLEMING, MAY'22</u>	04/12/2022	213.19	213.19	<u>21-6166 PP&E PURCHASES - OPERATIONS</u>	1272	5/22	05/13/2022	
Total INV72695:						213.19	213.19					
1066	AGRI-LINES IRRIGATION, INC.	INV75756	13628	<u>MISC PARTS & SETUP FEES FOR NEW PIVOTS FOR FARM, T. FLEMING, MAY'22</u>	04/30/2022	56,213.09	56,213.09	<u>21-6166 PP&E PURCHASES - OPERATIONS</u>	1272	5/22	05/13/2022	
Total INV75756:						56,213.09	56,213.09					
1066	AGRI-LINES IRRIGATION, INC.	INV75758	13628	<u>MISC PARTS & SETUP FEES FOR NEW PIVOTS FOR FARM, T. FLEMING, MAY'22</u>	04/30/2022	39,765.65	39,765.65	<u>21-6166 PP&E PURCHASES - OPERATIONS</u>	1272	5/22	05/13/2022	
Total INV75758:						39,765.65	39,765.65					
1066	AGRI-LINES IRRIGATION, INC.	INV75760	13628	<u>MISC PARTS & SETUP FEES FOR NEW PIVOTS FOR FARM, T. FLEMING, MAY'22</u>	04/30/2022	39,497.16	39,497.16	<u>21-6166 PP&E PURCHASES - OPERATIONS</u>	1272	5/22	05/13/2022	
Total INV75760:						39,497.16	39,497.16					
Total AGRI-LINES IRRIGATION, INC.:						137,341.52	137,341.52					

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 5/13/2022-6/2/2022

Page: 4
Jun 02, 2022 03:03PM

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
ALPHA HOME PEST CONTROL, LLC												
1804	ALPHA HOME PEST CONTROL, LLC	81957		<u>QUARTERLY PEST CONTROL FOR CITY HALL-ADMIN</u>	05/03/2022	26.60	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	0	5/22		
1804	ALPHA HOME PEST CONTROL, LLC	81957		<u>QUARTERLY PEST CONTROL FOR CITY HALL-WATER</u>	05/03/2022	24.70	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	5/22		
1804	ALPHA HOME PEST CONTROL, LLC	81957		<u>QUARTERLY PEST CONTROL FOR CITY HALL-SEWER</u>	05/03/2022	24.70	.00	<u>21-6140 MAINT. & REPAIR BUILDING</u>	0	5/22		
1804	ALPHA HOME PEST CONTROL, LLC	81957		<u>QUARTERLY PEST CONTROL FOR CITY HALL-PI</u>	05/03/2022	9.50	.00	<u>25-6140 MAINT. & REPAIR BUILDING</u>	0	5/22		
1804	ALPHA HOME PEST CONTROL, LLC	81957		<u>QUARTERLY PEST CONTROL FOR CITY HALL-P&Z</u>	05/03/2022	9.50	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1003	5/22		
Total 81957:						95.00	.00					
1804	ALPHA HOME PEST CONTROL, LLC	81959		<u>QUARTERLY PEST CONTROL- SENIOR CENTER</u>	05/03/2022	95.00	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1001	5/22		
Total 81959:						95.00	.00					
1804	ALPHA HOME PEST CONTROL, LLC	81961		<u>QUARTERLY PEST CONTROL- PARKS</u>	05/03/2022	95.00	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	5/22		
Total 81961:						95.00	.00					
1804	ALPHA HOME PEST CONTROL, LLC	819674		<u>QUARTERLY PEST CONTROL FOR TREATMENT PLANT- WATER</u>	05/03/2022	46.20	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	5/22		
1804	ALPHA HOME PEST CONTROL, LLC	819674		<u>QUARTERLY PEST CONTROL FOR TREATMENT PLANT- SEWER</u>	05/03/2022	46.20	.00	<u>21-6140 MAINT. & REPAIR BUILDING</u>	0	5/22		
1804	ALPHA HOME PEST CONTROL, LLC	819674		<u>QUARTERLY PEST CONTROL FOR TREATMENT PLANT-PI</u>	05/03/2022	17.60	.00	<u>25-6140 MAINT. & REPAIR BUILDING</u>	0	5/22		
Total 819674:						110.00	.00					

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 5/13/2022-6/2/2022

Page: 6
Jun 02, 2022 03:03PM

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>MAY'22 - PARKS</u>	05/26/2022	540.08	.00	01-6025 <u>JANITORIAL</u>	1004	5/22		
2118	ALPINE OFFICE PRODUCTS	WO-10546-1	13703	1 PKT OF 6 BOXES OF <u>KLEENEX, CITY HALL, MAY'22</u>	05/26/2022	13.28	.00	01-6165 <u>OFFICE SUPPLIES</u>	0	5/22		
Total WO-10546-1:						553.36	.00					
Total ALPINE OFFICE PRODUCTS:						765.95	34.97					
ASSOCIATION OF IDAHO CITIES												
8	ASSOCIATION OF IDAHO CITIES	YM200008788		<u>AIC SPRING DISTRICT - NAMPA</u>	04/12/2022	50.00	50.00	01-6165 <u>OFFICE SUPPLIES</u>	1031	5/22	05/27/2022	
Total YM200008788:						50.00	50.00					
Total ASSOCIATION OF IDAHO CITIES:						50.00	50.00					
CENTURYLINK												
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 05/07 -06/06/2022-ADMIN</u>	05/07/2022	14.73	14.73	01-6255 <u>TELEPHONE</u>	0	5/22	05/19/2022	
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 05/07 -06/06/2022-P&Z</u>	05/07/2022	5.26	5.26	01-6255 <u>TELEPHONE</u>	1003	5/22	05/19/2022	
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 05/07 -06/06/2022-WATER</u>	05/07/2022	13.67	13.67	20-6255 <u>TELEPHONE EXPENSE</u>	0	5/22	05/19/2022	
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 05/07 -06/06/2022-SEWER</u>	05/07/2022	13.67	13.67	21-6255 <u>TELEPHONE EXPENSE</u>	0	5/22	05/19/2022	
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 05/07 -06/06/2022-PI</u>	05/07/2022	5.26	5.26	25-6255 <u>TELEPHONE EXPENSE</u>	0	5/22	05/19/2022	
Total 208922917954B05072022:						52.59	52.59					

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:						52.59	52.59					
CLIFF MILLER												
2134	CLIFF MILLER	05132022CM		<u>REISSUE CHECK, CONCERT CANCELLED DUE TO WEATHER, RETAINER FEE</u>	05/13/2022	750.00	750.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	5/22	05/13/2022	
Total 05132022CM:						750.00	750.00					
Total CLIFF MILLER:						750.00	750.00					
CONRAD & BISCHOFF INC												
2020	CONRAD & BISCHOFF INC	IN-825804-22	13639	<u>1500 GALLONS UNLEADED, T.SHAFFER, MAY'22</u>	05/18/2022	6,478.50	.00	<u>21-6300 FUEL</u>	0	5/22		
Total IN-825804-22:						6,478.50	.00					
Total CONRAD & BISCHOFF INC:						6,478.50	.00					
CORE & MAIN LP												
63	CORE & MAIN LP	Q828594	13602	<u>REPAIR CLAMP FOR PI, D. CROSSLEY, MAY. '22</u>	05/09/2022	246.48	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	5/22		
Total Q828594:						246.48	.00					
63	CORE & MAIN LP	Q843360	13624	<u>20 EA REGISTERS, J. OSBORN, MAY '22</u>	05/12/2022	4,780.20	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1089	5/22		
Total Q843360:						4,780.20	.00					
63	CORE & MAIN LP	Q847416	13617	<u>2 EA LONG SLEEVES, 5 PACKS TRANSITION ACC, 20 LIDS AND CAPS FOR INSULATION LIDS, J. COX, MAY. '22</u>	05/11/2022	1,166.82	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	5/22		
Total Q847416:						1,166.82	.00					

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 5/13/2022-6/2/2022

Page: 8
Jun 02, 2022 03:03PM

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 CORE & MAIN LP:						6,193.50	.00					
COREY JAMES GRUBB												
2136	COREY JAMES GRUBB	05272022CG		<u>MUSIC FOR ART ATTACK FESTIVAL, C. GRUBB, MAY. '22</u>	05/27/2022	400.00	400.00	01-6135 PUBLIC ENTERTAINMENT	1004	5/22	05/27/2022	
Total 05272022CG:						400.00	400.00					
Total COREY JAMES GRUBB:						400.00	400.00					
D & B SUPPLY												
75	D & B SUPPLY	37950	13651	<u>2 CYCLE OIL & AIR FILTER FOR WEED EATER, J. PEREZ, MAY. '22</u>	05/17/2022	29.93	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	5/22		
Total 37950:						29.93	.00					
75	D & B SUPPLY	37984	13653	<u>NOZZLE, HOSE WASHERS, PINS, ELECTRICAL TAPE, J. MORFIN, MAY. 22</u>	05/17/2022	39.68	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	5/22		
Total 37984:						39.68	.00					
75	D & B SUPPLY	39843	13717	<u>WORKHOG BOOTS FOR R. JONES, MAY. '22-WATER</u>	05/27/2022	171.99	.00	20-6285 UNIFORMS EXPENSE	0	5/22		
75	D & B SUPPLY	39843	13717	<u>WORKHOG BOOTS FOR R. JONES, MAY. '22-PI</u>	05/27/2022	43.00	.00	25-6285 UNIFORMS EXPENSE	0	5/22		
Total 39843:						214.99	.00					
75	D & B SUPPLY	44474	13635	<u>TIRES FOR TRASH TRAILER, J. DURHAM, MAY. '22</u>	05/13/2022	139.98	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	5/22		
Total 44474:						139.98	.00					
75	D & B SUPPLY	44605	13694	<u>FLOWERS FOR DOWNTOWN, J.PEREZ, MAY'22</u>	05/25/2022	240.24	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	5/22		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 5/13/2022-6/2/2022

Page: 9
 Jun 02, 2022 03:03PM

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 44605:						240.24	.00					
75	D & B SUPPLY	44943	13644	<u>MALE ADAPTER INSERT, HOSE CLAMP, M. NADEAU, MAY, '22</u>	05/16/2022	3.47	.00	<u>21-6150 M & R - SYSTEM</u>	0	5/22		
Total 44943:						3.47	.00					
75	D & B SUPPLY	89043	13622	<u>TRIMMER, BACKPACK SPRAYER AND LINE, M.DAVILA, MAY'22-WATER</u>	05/11/2022	448.78	.00	<u>20-6175 SMALL TOOLS</u>	0	5/22		
75	D & B SUPPLY	89043	13622	<u>TRIMMER, BACKPACK SPRAYER AND LINE, M.DAVILA, MAY'22-PI</u>	05/11/2022	112.19	.00	<u>25-6175 SMALL TOOLS</u>	0	5/22		
Total 89043:						560.97	.00					
Total D & B SUPPLY:						1,229.26	.00					
DYNA PARTS LLC												
2115	DYNA PARTS LLC	257558	13610	<u>WIPER BLADES FOR TRUCK 76, J. DURHAM, MAY, '22 - WATER</u>	05/09/2022	3.81	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	5/22		
2115	DYNA PARTS LLC	257558	13610	<u>WIPER BLADES FOR TRUCK 76, J. DURHAM, MAY, '22 - SEWER</u>	05/09/2022	3.81	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	5/22		
2115	DYNA PARTS LLC	257558	13610	<u>WIPER BLADES FOR TRUCK 76, J. DURHAM, MAY, '22 - P.I</u>	05/09/2022	1.44	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	5/22		
Total 257558:						9.06	.00					
2115	DYNA PARTS LLC	257605	13613	<u>1 EA MICROMETER, SHOP TOOLS, J.DURHAM, MAY'22 - ADMIN</u>	05/10/2022	57.67	.00	<u>01-6175 SMALL TOOLS</u>	0	5/22		
2115	DYNA PARTS LLC	257605	13613	<u>1 EA MICROMETER, SHOP TOOLS, J.DURHAM, MAY'22 - WATER</u>	05/10/2022	23.07	.00	<u>20-6175 SMALL TOOLS</u>	0	5/22		

City of Kuna

 Payment Approval Report - City Council Approval
 Report dates: 5/13/2022-6/2/2022

 Page: 10
 Jun 02, 2022 03:03PM

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
2115	DYNA PARTS LLC	257605	13613	<u>1 EA MICROMETER, SHOP TOOLS, J.DURHAM, MAY'22 - SEWER</u>	05/10/2022	23.07	.00	<u>21-6175 SMALL TOOLS</u>	0	5/22		
2115	DYNA PARTS LLC	257605	13613	<u>1 EA MICROMETER, SHOP TOOLS, J.DURHAM, MAY'22 - P.I</u>	05/10/2022	11.53	.00	<u>25-6175 SMALL TOOLS</u>	0	5/22		
Total 257605:						115.34	.00					
2115	DYNA PARTS LLC	257770	13626	<u>BRAKE KIT FOR SEWER TRUCK #4, J. DURHAM, MAY'22</u>	05/12/2022	268.98	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	5/22		
Total 257770:						268.98	.00					
2115	DYNA PARTS LLC	257962	13641	<u>FITTINGS FOR THE MOWER, B.REED, MAY'22</u>	05/16/2022	3.38	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	5/22		
Total 257962:						3.38	.00					
2115	DYNA PARTS LLC	258097	13656	<u>AC COMPRESSOR KIT FOR TRUCK #03, J. DURHAM, MAY '22</u>	05/18/2022	345.12	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	5/22		
Total 258097:						345.12	.00					
2115	DYNA PARTS LLC	258112	13656	<u>2 JUGS ANTI-FREEZE FOR SEWER TRUCK #3, J.DURHAM, MAY'22</u>	05/18/2022	20.98	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	5/22		
Total 258112:						20.98	.00					
2115	DYNA PARTS LLC	258167	13667	<u>1 PKG OF 25 SHOP TOWELS, J. DURHAM, MAY. 22 - ADMIN</u>	05/19/2022	14.60	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	5/22		
2115	DYNA PARTS LLC	258167	13667	<u>1 PKG OF 25 SHOP TOWELS, J. DURHAM, MAY. 22 - WATER</u>	05/19/2022	5.84	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	5/22		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 5/13/2022-6/2/2022

Page: 12
Jun 02, 2022 03:03PM

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>RENEWAL, 03/02-03/31/2022</u>	03/31/2022	67.50	.00	52-6202 <u>PROFESSIONAL SERVICES</u>	0	5/22		
Total 195341:						67.50	.00					
796	ELAM & BURKE	195342		<u>PROFESSIONAL SERVICES, URBAN RENEWAL, EAST KUNA PLAN, 03/07-03/31/2022</u>	03/31/2022	1,372.00	.00	01-6202 <u>PROFESSIONAL SERVICES</u>	4000	5/22		
Total 195342:						1,372.00	.00					
796	ELAM & BURKE	195771		<u>LEGAL SERVICES, GENERAL REPRESENTATION, URBAN RENEWAL, 04/26-04/30/2022</u>	04/30/2022	55.00	.00	52-6202 <u>PROFESSIONAL SERVICES</u>	0	5/22		
Total 195771:						55.00	.00					
796	ELAM & BURKE	195772		<u>PROFESSIONAL SERVICES, URBAN RENEWAL, EAST KUNA PLAN, 04/11-04/30/2022</u>	04/30/2022	612.00	.00	01-6202 <u>PROFESSIONAL SERVICES</u>	4000	5/22		
Total 195772:						612.00	.00					
Total ELAM & BURKE:						2,106.50	.00					
EMD MILLIPORE CORPORATION												
1421	EMD MILLIPORE CORPORATION	10156327		<u>DEIONIZATION MILLI-Q INSTALLATION PLUS TRAVEL, T.SHAFFER, DEC.'21</u>	12/09/2021	1,382.00	1,382.00	21-6020 <u>CAPITAL IMPROVEMENTS</u>	1264	5/22	05/27/2022	
Total 10156327:						1,382.00	1,382.00					
Total EMD MILLIPORE CORPORATION:						1,382.00	1,382.00					
FERGUSON ENTERPRISES INC												
219	FERGUSON ENTERPRISES INC	0485542	13646	<u>PARTS TO REPAIR TOILET AT SENIOR CENTER, S. HOWELL, MAY, '22</u>	05/16/2022	4.09	.00	01-6140 <u>MAINT. & REPAIR BUILDING</u>	1001	5/22		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 5/13/2022-6/2/2022

Page: 13
 Jun 02, 2022 03:03PM

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 0485542:						4.09	.00					
219	FERGUSON ENTERPRISES INC	0821441	13668	<u>GALVANIZED PIPE TO REPLACE SPRAY PIPE ON BIO TRAIN, M. NADEAU, MAY 22</u>	05/19/2022	284.04	.00	21-6150 M & R - SYSTEM	0	5/22		
Total 0821441:						284.04	.00					
Total FERGUSON ENTERPRISES INC:						288.13	.00					
FREUND PROPERTIES LLC												
2014	FREUND PROPERTIES LLC	4463		<u>DELL OPTIPLEX DESKTOP COMPUTER-ADMIN</u>	04/29/2022	269.87	269.87	01-6141 IT SMALL EQUIPMENT	0	5/22	05/19/2022	
2014	FREUND PROPERTIES LLC	4463		<u>DELL OPTIPLEX DESKTOP COMPUTER-WATER</u>	04/29/2022	318.06	318.06	20-6141 IT SMALL EQUIPMENT	0	5/22	05/19/2022	
2014	FREUND PROPERTIES LLC	4463		<u>DELL OPTIPLEX DESKTOP COMPUTER-SEWER</u>	04/29/2022	318.06	318.06	21-6141 IT SMALL EQUIPMENT	0	5/22	05/19/2022	
2014	FREUND PROPERTIES LLC	4463		<u>DELL OPTIPLEX DESKTOP COMPUTER-PI</u>	04/29/2022	57.84	57.84	25-6141 IT SMALL EQUIPMENT	0	5/22	05/19/2022	
Total 4463:						963.83	963.83					
Total FREUND PROPERTIES LLC:						963.83	963.83					
HOLLADAY ENGINEERING CO												
1990	HOLLADAY ENGINEERING CO	47481		<u>WELL 6 RESERVOIR & BOOSTER STATION PROJECT, SERVICES THROUGH 04/30/2022</u>	05/11/2022	20,840.00	.00	20-6020 CAPITAL IMPROVEMENTS	1277	5/22		
Total 47481:						20,840.00	.00					
1990	HOLLADAY ENGINEERING CO	47482		<u>PROFESSIONAL SERVICES THROUGH 04/30/2022, PEREGRINE PROJECT KU22-0309</u>	05/11/2022	782.50	.00	20-6202 PROFESSIONAL SERVICES	0	5/22		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 5/13/2022-6/2/2022

Page: 15
Jun 02, 2022 03:03PM

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>MARCH'22</u>	05/11/2022	112.12	.00	01-6125 LEGAL PUBLICATIONS	0	5/22		
Total 21740:						112.12	.00					
1802	IDAHO PRESS TRIBUNE, LLC	21891	13597	<u>AD# 234915, LEGAL PUBLIC NOTICE, COMPREHENSIVE PLAN & ACI REDUCTION, D.HANSON, MAY'22</u>	05/18/2022	70.72	.00	01-6125 LEGAL PUBLICATIONS	1003	5/22		
Total 21891:						70.72	.00					
1802	IDAHO PRESS TRIBUNE, LLC	21892	13625	<u>AD# 236769, LEGAL PUBLIC NOTICE, SKYLER RANCH SUBDIVISION, 21-17-AN & 21-06 -CPF, D HANSON, MAY, '22</u>	05/18/2022	52.92	.00	01-6125 LEGAL PUBLICATIONS	1003	5/22		
Total 21892:						52.92	.00					
1802	IDAHO PRESS TRIBUNE, LLC	22090	13673	<u>AD# 239769, LEGAL PUBLIC NOTICE, SUMMARY OF ORDINANCE NO. 2022-16, N. STANLEY, MAY, '22</u>	05/25/2022	51.44	.00	01-6125 LEGAL PUBLICATIONS	0	5/22		
Total 22090:						51.44	.00					
1802	IDAHO PRESS TRIBUNE, LLC	22091	13679	<u>AD# 240932, LEGAL PUBLIC NOTICE, CASE #21-18-AN, MANN AND SPARKS, T. BEHUIN, MAY, '22</u>	05/25/2022	48.48	.00	01-6125 LEGAL PUBLICATIONS	1003	5/22		
Total 22091:						48.48	.00					
Total IDAHO PRESS TRIBUNE, LLC:						335.68	.00					
IDAHO RURAL WATER ASSOC												
33	IDAHO RURAL WATER ASSOC	21204		<u>MEMBERSHIP DUES, 04/01/2022-06/30/2023-WATER</u>	05/23/2022	456.00	.00	20-6075 DUES & MEMBERSHIPS	0	5/22		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 5/13/2022-6/2/2022

Page: 17
Jun 02, 2022 03:03PM

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>04/27-05/25/2022</u>	05/26/2022	13.66	.00	<u>01-6290 UTILITIES</u>	1004	5/22		
Total 4823277072022:						13.66	.00					
37	INTERMOUNTAIN GAS CO	482634665052		<u>NATURAL GAS CONSUMPTION AT CITY HALL 04/27-05/25/2022-ADMIN</u>	05/26/2022	25.91	.00	<u>01-6290 UTILITIES</u>	0	5/22		
37	INTERMOUNTAIN GAS CO	482634665052		<u>NATURAL GAS CONSUMPTION AT CITY HALL 04/27-05/25/2022-P&Z</u>	05/26/2022	9.25	.00	<u>01-6290 UTILITIES</u>	1003	5/22		
37	INTERMOUNTAIN GAS CO	482634665052		<u>NATURAL GAS CONSUMPTION AT CITY HALL 04/27-05/25/2022-WATER</u>	05/26/2022	24.06	.00	<u>20-6290 UTILITIES EXPENSE</u>	0	5/22		
37	INTERMOUNTAIN GAS CO	482634665052		<u>NATURAL GAS CONSUMPTION AT CITY HALL 04/27-05/25/2022-SEWER</u>	05/26/2022	24.06	.00	<u>21-6290 UTILITIES EXPENSE</u>	0	5/22		
37	INTERMOUNTAIN GAS CO	482634665052		<u>NATURAL GAS CONSUMPTION AT CITY HALL 04/27-05/25/2022-PI</u>	05/26/2022	9.24	.00	<u>25-6290 UTILITIES EXPENSE</u>	0	5/22		
Total 48263466505262022:						92.52	.00					
Total INTERMOUNTAIN GAS CO:						261.30	.00					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	05062022-051		<u>SANITATION RECEIPT TRANSFER, 05/06-05/12/2022</u>	05/13/2022	86,603.56	86,603.56	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	5/22	05/13/2022	
230	J & M SANITATION, INC.	05062022-051		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEE, 05/06-05/12/2022</u>	05/13/2022	-8,556.43	-8,556.43	<u>01-4170 FRANCHISE FEES</u>	0	5/22	05/13/2022	
Total 05062022-05122022:						78,047.13	78,047.13					
230	J & M SANITATION, INC.	05132022-051		<u>SANITATION RECEIPT TRANSFER, 05/13-05/18/2022</u>	05/19/2022	104,433.04	104,433.04	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	5/22	05/19/2022	

City of Kuna

 Payment Approval Report - City Council Approval
 Report dates: 5/13/2022-6/2/2022

 Page: 19
 Jun 02, 2022 03:03PM

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>80% COMPLETE, APR.'22</u>	04/21/2022	16,000.00	16,000.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1173	5/22	05/27/2022	
	Total 0152005:					16,000.00	16,000.00					
1236	J-U-B ENGINEERS, INC.	0152181		<u>PROFESSIONAL SERVICES FOR CITY OF KUNA 4TH ST IMPROVEMENTS, 2/27-4/2/22</u>	04/26/2022	47,450.60	47,450.60	<u>01-6045 CONTINGENCY</u>	1253	5/22	05/27/2022	
	Total 0152181:					47,450.60	47,450.60					
1236	J-U-B ENGINEERS, INC.	0152812		<u>PROFESSIONAL SERVICES FOR PARKING LOT DESIGN, 04/03-04/30/2022</u>	05/18/2022	6,000.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1173	5/22		
	Total 0152812:					6,000.00	.00					
1236	J-U-B ENGINEERS, INC.	0152979		<u>PROFESSIONAL SERVICES FROM 04/03-04/30/2022, KUNA OVERPASS PEL PLANNING STUDY</u>	05/25/2022	18,888.08	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1273	5/22		
	Total 0152979:					18,888.08	.00					
	Total J-U-B ENGINEERS, INC.:					88,338.68	63,450.60					
KELLER ASSOCIATES, INC.												
429	KELLER ASSOCIATES, INC.	0221210		<u>PROFESSIONAL SERVICES FROM 04/01-04/30/2022 KUNA-FACEBOOK META SUPPORT SERVICES-WATER</u>	05/09/2022	125.00	.00	<u>20-6202 PROFESSIONAL SERVICES</u>	0	5/22		
429	KELLER ASSOCIATES, INC.	0221210		<u>PROFESSIONAL SERVICES FROM 04/01-04/30/2022 KUNA-FACEBOOK META SUPPORT SERVICES-SEWER</u>	05/09/2022	125.00	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	5/22		
	Total 0221210:					250.00	.00					

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 5/13/2022-6/2/2022Page: 20
Jun 02, 2022 03:03PM

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
429	KELLER ASSOCIATES, INC.	0221223		<u>PROFESSIONAL SERVICES FROM 04/01-04/30/2022 KUNA- AVALON & ORCHARD PEDESTRIAN PATHWAY</u>	05/10/2022	5,725.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1126	5/22		
Total 0221223:						5,725.00	.00					
Total KELLER ASSOCIATES, INC.:						5,975.00	.00					
KENDALL FORD OF MERIDIAN LLC												
1616	KENDALL FORD OF MERIDIAN LLC	2342711	13608	<u>NEW GLOVE BOX DOOR HANDLE FOR SEWER TRUCK #4. J.DURHAM. MAY. '22</u>	05/10/2022	23.70	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	5/22		
Total 2342711:						23.70	.00					
Total KENDALL FORD OF MERIDIAN LLC:						23.70	.00					
KUNA LUMBER												
499	KUNA LUMBER	A128972	13568	<u>ADAPTER THREADER, J.OSBORN. MAY'22</u>	05/02/2022	1.70	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	5/22		
Total A128972:						1.70	.00					
499	KUNA LUMBER	A129154	13612	<u>CLEANING SUPPLIES FOR SPLASH PAD, R. WARWICK, MAY. '22</u>	05/10/2022	22.93	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	5/22		
499	KUNA LUMBER	A129154	13612	<u>TRAILER PIN & SPRAYER TEST STRIPS, R. WARWICK. MAY. '22</u>	05/10/2022	17.88	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	5/22		
Total A129154:						40.81	.00					
499	KUNA LUMBER	A129159	13615	<u>CLEANER FOR REMOVING HARD WATER DEPOSITS AT THE SPLASH PAD, R.WARWICK, MAY'22</u>	05/10/2022	50.38	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	5/22		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 5/13/2022-6/2/2022Page: 21
Jun 02, 2022 03:03PM

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 A129159:						50.38	.00					
499	KUNA LUMBER	A129262	13636	<u>MALE ADAPTERS, J.OSBORN, MAY'22</u>	05/16/2022	8.51	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	5/22		
Total A129262:						8.51	.00					
499	KUNA LUMBER	A129484	13682	<u>GRASS SEED FOR METER PIT REPAIR AT GRAN PRADO, J. OSBORN, MAY. '22</u>	05/23/2022	7.91	.00	<u>20-6150 M & R - SYSTEM</u>	0	5/22		
Total A129484:						7.91	.00					
499	KUNA LUMBER	B161674	13572	<u>1 EA MINI HACKSAW & 1 TUBING CUTTER, J. OSBORN, MAY. '22</u>	05/03/2022	20.50	.00	<u>25-6175 SMALL TOOLS</u>	0	5/22		
Total B161674:						20.50	.00					
499	KUNA LUMBER	B161886	13607	<u>METAL TRASH CANS FOR GREENBELT, R.WARWICK, MAY'22</u>	05/09/2022	59.38	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	5/22		
Total B161886:						59.38	.00					
499	KUNA LUMBER	B161906	13611	<u>PAINT, ELECTRICAL OUTLETS & COVERS FOR PARKS BACKROOM, J. ADAMS, MAY'22 - PARKS</u>	05/10/2022	103.61	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	5/22		
Total B161906:						103.61	.00					
499	KUNA LUMBER	B161927	13614	<u>3 EA C CLAMPS, M. NADEAU, MAY'22</u>	05/10/2022	16.17	.00	<u>21-6150 M & R - SYSTEM</u>	0	5/22		
Total B161927:						16.17	.00					

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 5/13/2022-6/2/2022

Page: 22
 Jun 02, 2022 03:03PM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
499	KUNA LUMBER	B161935	13611	<u>OUTLET AND COVERS FOR PARKS OFFICE, J. ADAMS, MAY'22 - PARKS</u>	05/10/2022	4.11	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	5/22		
Total B161935:						4.11	.00					
499	KUNA LUMBER	B161936	13611	<u>ELECTRICAL BOX SPACER FOR PARKS OFFICE, J. ADAMS, MAY'22 - PARKS</u>	05/10/2022	6.83	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	5/22		
Total B161936:						6.83	.00					
499	KUNA LUMBER	B161939	13611	<u>SCREWS FOR ELECTRICAL INSTALL AT PARKS OFFICE, J. ADAMS, MAY, '22</u>	05/10/2022	3.95	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	5/22		
Total B161939:						3.95	.00					
499	KUNA LUMBER	B162017	13627	<u>PI DRAIN DAMAGE REPAIR, J. LISH, MAY, '22</u>	05/12/2022	26.98	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	5/22		
Total B162017:						26.98	.00					
499	KUNA LUMBER	B162029	13629	<u>EPOXY AND MAGNET TO ATTACH SIGN TO GOLF CART, S.HOWELL, MAY'22</u>	05/12/2022	20.13	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	5/22		
Total B162029:						20.13	.00					
499	KUNA LUMBER	B162164	13647	<u>50# BLACKTOP PATCH FOR VALVE REPAIR, J.WEBB, MAY'22</u>	05/16/2022	13.49	.00	<u>20-6150 M & R - SYSTEM</u>	0	5/22		
Total B162164:						13.49	.00					
499	KUNA LUMBER	B162257	13655	<u>5 GALLONS PAINT, ROLLER, BRUSH, POURING SPOUT, J. ADAMS, MAY, '22-WATER</u>	05/18/2022	88.84	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	5/22		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 5/13/2022-6/2/2022Page: 23
Jun 02, 2022 03:03PM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
499	KUNA LUMBER	B162257	13655	<u>5 GALLONS PAINT, ROLLER, BRUSH, POURING SPOUT, J. ADAMS, MAY. '22-SEWER</u>	05/18/2022	88.84	.00	<u>21-6140_MAINT & REPAIR BUILDING</u>	0	5/22		
499	KUNA LUMBER	B162257	13655	<u>5 GALLONS PAINT, ROLLER, BRUSH, POURING SPOUT, J. ADAMS, MAY. '22-PI</u>	05/18/2022	33.85	.00	<u>25-6140_MAINT & REPAIR BUILDING</u>	0	5/22		
Total B162257:						211.53	.00					
499	KUNA LUMBER	B162277	13659	<u>CABLE TIES, BRAID ROPE, MARKING PAINT FOR K-2 VENDOR SET UP S. JONES, MAY'22</u>	05/18/2022	54.71	.00	<u>01-6135_PUBLIC ENTERTAINMENT</u>	1004	5/22		
Total B162277:						54.71	.00					
499	KUNA LUMBER	B162364	13676	<u>HAND SAW,J. OSBORN, MAY. '22-WATER</u>	05/20/2022	7.91	.00	<u>20-6175_SMALL TOOLS</u>	0	5/22		
499	KUNA LUMBER	B162364	13676	<u>HAND SAW,J. OSBORN, MAY. '22-PI</u>	05/20/2022	1.98	.00	<u>25-6175_SMALL TOOLS</u>	0	5/22		
Total B162364:						9.89	.00					
499	KUNA LUMBER	B162370	13678	<u>PB BLASTER, J. DALRYMPLE, MAY 22</u>	05/20/2022	13.84	.00	<u>21-6150_M & R - SYSTEM</u>	0	5/22		
Total B162370:						13.84	.00					
499	KUNA LUMBER	B162441	13683	<u>IRRIGATION BOX, PVC PARTS FOR IRRIGATION REPAIR OFF OF SCHOOL ST, J. WEBB, MAY. 22</u>	05/23/2022	66.90	.00	<u>25-6150_MAINT. & REPAIRS - SYSTEM (PI)</u>	0	5/22		
Total B162441:						66.90	.00					
499	KUNA LUMBER	B162453	13686	<u>PIPE FITTINGS FOR BREAK AT ARBOR RIDGE, R. WARWICK, MAY. '22</u>	05/23/2022	11.77	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	5/22		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 5/13/2022-6/2/2022

Page: 25
 Jun 02, 2022 03:03PM

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>#C737M540155 & C737M540938-PI</u>	05/05/2022	41.98	41.98	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	5/22	05/19/2022	
1619	LOCAHAN LLC	AR1060732		<u>CONTRACT BASE RATE CHARGE FOR 05/03-06/02/2022. MODEL # MPC4504EX. SERIAL #C737M540155 & C737M540938-P&Z</u>	05/05/2022	41.97	41.97	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1003	5/22	05/19/2022	
Total AR1060732:						419.76	419.76					
1619	LOCAHAN LLC	AR1064596		<u>CONTRACT CHARGE FOR 04/01-04/30/2022. MPC307SPF & SERIAL # C509P9000318-ADMIN</u>	05/19/2022	17.35	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	5/22		
1619	LOCAHAN LLC	AR1064596		<u>CONTRACT CHARGE FOR 04/01-04/30/2022. MPC307SPF & SERIAL # C509P9000318-WATER</u>	05/19/2022	16.11	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	5/22		
1619	LOCAHAN LLC	AR1064596		<u>CONTRACT CHARGE FOR 04/01-04/30/2022. MPC307SPF & SERIAL # C509P9000318-SEWER</u>	05/19/2022	16.11	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	5/22		
1619	LOCAHAN LLC	AR1064596		<u>CONTRACT CHARGE FOR 04/01-04/30/2022. MPC307SPF & SERIAL # C509P9000318-PI</u>	05/19/2022	6.20	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	5/22		
1619	LOCAHAN LLC	AR1064596		<u>CONTRACT CHARGE FOR 04/01-04/30/2022. MPC307SPF & SERIAL # C509P9000318-P&Z</u>	05/19/2022	6.20	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1003	5/22		
1619	LOCAHAN LLC	AR1064596		<u>CONTRACT LEASE CHARGE FOR 04/01-04/30/2022. MPC307SPF & SERIAL # C509P9000318</u>	05/19/2022	47.49	.00	<u>01-6212 RENT- EQUIPMENT</u>	0	5/22		
Total AR1064596:						109.46	.00					
1619	LOCAHAN LLC	AR1064597		<u>CONTRACT OVERAGE CHARGE FOR 04/01-04/30/2022. #MX2651 & SERIAL #03012172-WATER</u>	05/19/2022	38.09	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	5/22		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 5/13/2022-6/2/2022

Page: 26
 Jun 02, 2022 03:03PM

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
1619	LOCAHAN LLC	AR1064597		<u>CONTRACT OVERAGE CHARGE FOR 04/01-04/30/2022, #MX2651 & SERIAL #03012172-SEWER</u>	05/19/2022	38.09	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	5/22		
1619	LOCAHAN LLC	AR1064597		<u>CONTRACT OVERAGE CHARGE FOR 04/01-04/30/2022, #MX2651 & SERIAL #03012172-PI</u>	05/19/2022	14.52	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	5/22		
1619	LOCAHAN LLC	AR1064597		<u>CONTRACT LEASE CHARGE FOR 04/01-04/30/2022, #MX2651 & SERIAL #03012172</u>	05/19/2022	95.55	.00	<u>20-6212 RENT - EQUIPMENT</u>	0	5/22		
Total AR1064597:						186.25	.00					
Total LOCAHAN LLC:						715.47	419.76					
MAV EVENT SERVICES												
2086	MAV EVENT SERVICES	4932		<u>SECURITY FOR SIP & BREW EVENT, B. WITHROW, MAY. '22</u>	05/12/2022	686.00	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	5/22		
Total 4932:						686.00	.00					
Total MAV EVENT SERVICES:						686.00	.00					
MERRICK & COMPANY												
2077	MERRICK & COMPANY	212486		<u>SURF WAVE FEASIBILITY STUDY, 03/26-04/29/2022, B. WITHROW, MAY. '22</u>	05/13/2022	2,767.50	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1194	5/22		
Total 212486:						2,767.50	.00					
Total MERRICK & COMPANY:						2,767.50	.00					
MISCELLANEOUS #2												
1849	MISCELLANEOUS #2	05132022BV		<u>REIMBURSEMENT, TRACTOR SUPPLY PURCHASE, WEED EATER HEAD, B. VILLANUEVA, MAY'22 - PARKS</u>	05/13/2022	28.99	28.99	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	5/22	05/13/2022	

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 05132022BV:						28.99	28.99					
1849	MISCELLANEOUS #2	05132022SH		REIMBURSEMENT FOR OUTLET REPLACEMENT AT K-2 SQUARE	05/13/2022	27.55	27.55	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	5/22	05/13/2022	
Total 05132022SH:						27.55	27.55					
1849	MISCELLANEOUS #2	05192022MT		REIMBURSEMENT TO M. TREASURE FOR UBER FOR TRAINING IN SUN VALLEY, ID	04/19/2022	270.38	270.38	01-6270 TRAVEL	4000	5/22	05/19/2022	
Total 05192022MT:						270.38	270.38					
1849	MISCELLANEOUS #2	05242022NS		REIMBURSEMENT, SUPPLIES FOR MAYOR'S YOUTH AWARDS, N.STAUFFER, MAY'22	05/24/2022	37.23	.00	01-6155 MEETINGS/COMMITEES	1031	5/22		
Total 05242022NS:						37.23	.00					
Total MISCELLANEOUS #2:						364.15	326.92					
NICK'S CUSTOM CURBS & DECORATIVE CONCRET												
1403	NICK'S CUSTOM CURBS & DECORATIVE CONCRET	1133	13698	CONCRETE PAD FOR STORAGE BUILDING, T.FLEMING, MAY'22 - WATER	05/22/2022	4,468.80	.00	20-6020 CAPITAL IMPROVEMENTS	1209	5/22		
1403	NICK'S CUSTOM CURBS & DECORATIVE CONCRET	1133	13698	CONCRETE PAD FOR STORAGE BUILDING, T.FLEMING, MAY'22 - SEWER	05/22/2022	4,468.80	.00	21-6020 CAPITAL IMPROVEMENTS	1209	5/22		
1403	NICK'S CUSTOM CURBS & DECORATIVE CONCRET	1133	13698	CONCRETE PAD FOR STORAGE BUILDING, T.FLEMING, MAY'22 - P.I	05/22/2022	1,702.40	.00	25-6020 CAPITAL IMPROVEMENTS	1209	5/22		
Total 1133:						10,640.00	.00					
1403	NICK'S CUSTOM CURBS & DECORATIVE CONCRET	1134	13699	CONCRETE BASE FOR AC UNIT AT CEDAR WELL, D. CROSSLEY, MAY. '22	05/24/2022	960.00	.00	20-6150 M & R - SYSTEM	0	5/22		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 5/13/2022-6/2/2022

Page: 28
Jun 02, 2022 03:03PM

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 1134:						960.00	.00					
Total NICK'S CUSTOM CURBS & DECORATIVE CONCRET:						11,600.00	.00					
O'REILLY AUTO ENTERPRISES LLC												
2121	O'REILLY AUTO ENTERPRISES LLC	5841-245244	13657	<u>BELT FOR SEWER TRUCK #03, R. DAVILIA, MAY. '22</u>	05/18/2022	36.36	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	5/22		
Total 5841-245244:						36.36	.00					
Total O'REILLY AUTO ENTERPRISES LLC:						36.36	.00					
PEAK ALARM COMPANY, INC												
1021	PEAK ALARM COMPANY, INC	1203050		<u>ALARM SERVICE & LABOR FOR WELL #5, MAY'22 - WATER</u>	05/11/2022	30.00	30.00	<u>20-6150 M & R - SYSTEM</u>	0	5/22	05/13/2022	
1021	PEAK ALARM COMPANY, INC	1203050		<u>ALARM SERVICE & LABOR FOR WELL #5, MAY'22 - PI</u>	05/11/2022	7.50	7.50	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	5/22	05/13/2022	
Total 1203050:						37.50	37.50					
1021	PEAK ALARM COMPANY, INC	1203986		<u>ALARM MONITORING FOR WELLS (SNOWHAWK, DANSKIN, BEST BATH, EL CAJON, BUTLER, CEDAR, & SEGO PRAIRIE) 6/1-6/30/2022 - WATER</u>	06/01/2022	221.41	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	5/22		
1021	PEAK ALARM COMPANY, INC	1203986		<u>ALARM MONITORING FOR WELLS (SNOWHAWK, DANSKIN, BEST BATH, EL CAJON, BUTLER, CEDAR, & SEGO PRAIRIE) 6/1-6/30/2022 - PI</u>	06/01/2022	55.35	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	5/22		
Total 1203986:						276.76	.00					
1021	PEAK ALARM COMPANY, INC	1203990		<u>FIRE ALARM MONITORING FOR TREATMENT PLANT, 6/1-8/31/2022 - WATER</u>	06/01/2022	40.04	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	5/22		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 5/13/2022-6/2/2022

Page: 30
Jun 02, 2022 03:03PM

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>04/01/22 - 04/30/22 - PARKS</u>	05/01/2022	38.43	38.43	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	5/22	05/13/2022	
Total 5064519143:						38.43	38.43					
Total RICOH USA, INC. (MAINTENANCE):						38.43	38.43					
SALUTE VENTURES INC												
1880	SALUTE VENTURES INC	69464	13638	5 EA POLO SHIRTS PLUS EMBROIDERY FOR CLERKS' OFFICE, N.STANLEY, MAY'22 - ADMIN	05/16/2022	158.67	.00	01-6155 MEETINGS/COMMITTEES	1032	5/22		
1880	SALUTE VENTURES INC	69464	13638	5 EA POLO SHIRTS PLUS EMBROIDERY FOR CLERKS' OFFICE, N.STANLEY, MAY'22 - WATER	05/16/2022	7.05	.00	20-6155 MEETINGS/COMMITTEES	1032	5/22		
1880	SALUTE VENTURES INC	69464	13638	5 EA POLO SHIRTS PLUS EMBROIDERY FOR CLERKS' OFFICE, N.STANLEY, MAY'22 - SEWER	05/16/2022	7.05	.00	21-6155 MEETINGS/COMMITTEES	1032	5/22		
1880	SALUTE VENTURES INC	69464	13638	5 EA POLO SHIRTS PLUS EMBROIDERY FOR CLERKS' OFFICE, N.STANLEY, MAY'22 - P.I	05/16/2022	3.53	.00	25-6155 MEETING/COMMITTEES	1032	5/22		
Total 69464:						176.30	.00					
1880	SALUTE VENTURES INC	69480383	13640	4 EA JACKETS PLUS EMBROIDERY, D.HANSON, MAY'22 - P&Z	05/31/2022	167.60	.00	01-6285 UNIFORMS	1003	5/22		
Total 69480383:						167.60	.00					
Total SALUTE VENTURES INC:						343.90	.00					
SMITH'S LAWNMOWER SALES												
58	SMITH'S LAWNMOWER SALES	230290	13372	WALKER LAWNMOWER WITH EXTRA DECK, REPLACEMENT FOR GRASSHOPPER, J. MORFIN, MARCH'22	05/18/2022	29,814.00	.00	40-6166 PP&E PURCHASES OPERATIONS	1288	5/22		

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>ADMIN</u>	05/13/2022	19.61	.00	01-6230 SAFETY TRAINING & EQUIPMENT	0	5/22		
992	TREASURE VALLEY COFFEE	2160:08230802		<u>FIRST AID CABINET REFILLS, CITY HALL, J.MORFIN, MAY'22 - WATER</u>	05/13/2022	13.42	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	5/22		
992	TREASURE VALLEY COFFEE	2160:08230802		<u>FIRST AID CABINET REFILLS, CITY HALL, J.MORFIN, MAY'22 - SEWER</u>	05/13/2022	13.42	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	5/22		
992	TREASURE VALLEY COFFEE	2160:08230802		<u>FIRST AID CABINET REFILLS, CITY HALL, J.MORFIN, MAY'22 - P.I</u>	05/13/2022	5.15	.00	25-6230 SAFETY TRAINING & EQUIPMENT	0	5/22		
992	TREASURE VALLEY COFFEE	2160:08230802		<u>FIRST AID CABINET REFILLS, J.MORFIN, MAY'22 - PARKS</u>	05/13/2022	102.70	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	5/22		
992	TREASURE VALLEY COFFEE	2160:08230802		<u>FIRST AID CABINET REFILLS, TREATMENT PLANT, J.MORFIN, MAY'22 - WATER</u>	05/13/2022	65.02	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	5/22		
992	TREASURE VALLEY COFFEE	2160:08230802		<u>FIRST AID CABINET REFILLS, TREATMENT PLANT, J.MORFIN, MAY'22 - SEWER</u>	05/13/2022	65.02	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	5/22		
992	TREASURE VALLEY COFFEE	2160:08230802		<u>FIRST AID CABINET REFILLS, TREATMENT PLANT, J.MORFIN, MAY'22 - P.I</u>	05/13/2022	24.76	.00	25-6230 SAFETY TRAINING & EQUIPMENT	0	5/22		
Total 2160:08230802:						309.10	.00					
992	TREASURE VALLEY COFFEE	2160:08231048	13672	<u>2 CASES OF COFFEE, 1 SLEEVE COFFEE CUPS, 2 BOXES HOT CHOCOLATE, 15 EA 5-GALLON WATER BOTTLES, TREATMENT PLANT, MAY'22 - WATER</u>	05/20/2022	114.79	.00	20-6165 OFFICE SUPPLIES	0	5/22		
992	TREASURE VALLEY COFFEE	2160:08231048		<u>2 CASES OF COFFEE, 1 SLEEVE COFFEE CUPS, 2 BOXES HOT CHOCOLATE, 15 EA 5-GALLON WATER BOTTLES, TREATMENT PLANT, MAY'22 - SEWER</u>	05/20/2022	114.79	.00	21-6165 OFFICE SUPPLIES	0	5/22		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 5/13/2022-6/2/2022Page: 33
Jun 02, 2022 03:03PM

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	2160:08231048		<u>2 CASES OF COFFEE, 1 SLEEVE COFFEE CUPS, 2 BOXES HOT CHOCOLATE, 15 EA 5-GALLON WATER BOTTLES, TREATMENT PLANT, MAY'22 - P.I</u>	05/20/2022	43.74	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	5/22		
Total 2160:08231048:						273.32	.00					
992	TREASURE VALLEY COFFEE	2160:08231066	13674	<u>2 EA 5-GALLON WATER BOTTLES, MAINTENANCE SHOP, MAY'22</u>	05/20/2022	11.40	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	5/22		
Total 2160:08231066:						11.40	.00					
992	TREASURE VALLEY COFFEE	2160:08231098	13674	<u>6 EA 5-GALLON WATER BOTTLES, CITY HALL, MAY'22 - SEWER</u>	05/20/2022	8.89	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	5/22		
992	TREASURE VALLEY COFFEE	2160:08231098	13674	<u>6 EA 5-GALLON WATER BOTTLES, CITY HALL, MAY'22 - WATER</u>	05/20/2022	8.89	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	5/22		
992	TREASURE VALLEY COFFEE	2160:08231098	13674	<u>6 EA 5-GALLON WATER BOTTLES, CITY HALL, MAY'22 - ADMIN</u>	05/20/2022	13.00	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	5/22		
992	TREASURE VALLEY COFFEE	2160:08231098	13674	<u>6 EA 5-GALLON WATER BOTTLES, CITY HALL, MAY'22 - P.I</u>	05/20/2022	3.42	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	5/22		
Total 2160:08231098:						34.20	.00					
992	TREASURE VALLEY COFFEE	2160:08231106	13674	<u>4 EA 5-GALLON WATER BOTTLES, PARKS OFFICE, MAY'22</u>	05/20/2022	22.80	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	5/22		
Total 2160:08231106:						22.80	.00					
Total TREASURE VALLEY COFFEE:						650.82	.00					

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 5/13/2022-6/2/2022

Page: 34
 Jun 02, 2022 03:03PM

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.S. BANK (VISA)												
1444	U.S. BANK (VISA)	042921160003		<u>ADOBE INC. M.BORZICK, RECURRING CHARGES, APR.'22 - WATER</u>	04/26/2022	14.27	.00	<u>20-6075 DUES & MEMBERSHIPS</u>	0	5/22		
1444	U.S. BANK (VISA)	042921160003		<u>ADOBE INC. M.BORZICK, RECURRING CHARGES, APR.'22 - SEWER</u>	04/26/2022	14.27	.00	<u>21-6075 DUES & MEMBERSHIPS</u>	0	5/22		
1444	U.S. BANK (VISA)	042921160003		<u>ADOBE INC. M.BORZICK, RECURRING CHARGES, APR.'22 - P.I</u>	04/26/2022	5.44	.00	<u>25-6075 DUES & MEMBERSHIPS EXPENSE</u>	0	5/22		
Total 04292116000342647623:						33.98	.00					
1444	U.S. BANK (VISA)	042921240024		<u>TEAMVIEWER.COM, MEMBERSHIP RENEWAL, M.BORZICK, MAY'22 - WATER</u>	05/04/2022	539.28	.00	<u>20-6075 DUES & MEMBERSHIPS</u>	0	5/22		
1444	U.S. BANK (VISA)	042921240024		<u>TEAMVIEWER.COM, MEMBERSHIP RENEWAL, M.BORZICK, MAY'22 - SEWER</u>	05/04/2022	539.28	.00	<u>21-6075 DUES & MEMBERSHIPS</u>	0	5/22		
1444	U.S. BANK (VISA)	042921240024		<u>TEAMVIEWER.COM, MEMBERSHIP RENEWAL, M.BORZICK, MAY'22 - P.I</u>	05/04/2022	205.44	.00	<u>25-6075 DUES & MEMBERSHIPS EXPENSE</u>	0	5/22		
Total 04292124002489288724:						1,284.00	.00					
1444	U.S. BANK (VISA)	170521271612		<u>ROOTS RENTS, STAGE RENTAL FOR BREW & SIP EVENT, J. LORENTZ, MAY'22</u>	05/06/2022	195.00	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	5/22		
Total 17052127161270014320:						195.00	.00					
1444	U.S. BANK (VISA)	230021360342	13649	<u>EVENT RENT, STAGE RENTAL FOR ART ATTACK, S. JONES, MAY, '22</u>	05/16/2022	210.00	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	5/22		
Total 23002136034238402558:						210.00	.00					

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 5/13/2022-6/2/2022Page: 35
Jun 02, 2022 03:03PM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1444	U.S. BANK (VISA)	230021360342	13649	<u>EVENT RENT, STAGE RENTAL, ART ATTACK, S. JONES, MAY '22</u>	05/16/2022	639.20	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	5/22		
Total 23002136034238453148:						639.20	.00					
1444	U.S. BANK (VISA)	263821170910	13537	<u>WALMART, HOLE PUNCH, MAGNET, AND PENCIL SHARPENER, J.LORENTZ, MAY'22 - PARKS</u>	04/26/2022	26.33	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	5/22		
1444	U.S. BANK (VISA)	263821170910	13537	<u>WALMART, CLEANING SUPPLIES AND AIR FRESHNERS, PARKS OFFICE, J.LORENTZ, MAY'22</u>	04/26/2022	110.27	.00	<u>01-6025 JANITORIAL</u>	1004	5/22		
1444	U.S. BANK (VISA)	263821170910	13537	<u>WALMART, GAME ACTIVITIES FOR RANGERS PROGRAM, J.LORENTZ, MAY'22</u>	04/26/2022	168.93	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1086	5/22		
1444	U.S. BANK (VISA)	263821170910	13537	<u>WALMART, MOVIES FOR MOVIE NIGHT IN THE PARK - FOX & HOUND, CLIFFORD, JUNGLE BOOK, J.LORENTZ, MAY'22</u>	04/26/2022	37.88	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	5/22		
Total 26382117091002719036:						343.41	.00					
1444	U.S. BANK (VISA)	310621160837	13535	<u>AMAZON.COM, METAL CLIPBOARDS, J.LORENTZ, MAY'22</u>	04/26/2022	55.56	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	5/22		
Total 31062116083717827378:						55.56	.00					
1444	U.S. BANK (VISA)	310621250833	13584	<u>AMAZON.COM, OFFICE SUPPLIES FOR KUNA RODEO, J. EDINGER, MAY'22</u>	05/05/2022	37.50	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	5/22		
Total 31062125083351465609:						37.50	.00					
1444	U.S. BANK (VISA)	310621280833	13592	<u>AMAZON.COM, FOAM CARD HOLDERS, D.CROSSLEY, MAY'22</u>	05/08/2022	11.66	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	5/22		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 5/13/2022-6/2/2022Page: 36
Jun 02, 2022 03:03PM

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 31062128083344230501:						11.66	.00					
1444	U.S. BANK (VISA)	310621300837	13599	<u>AMAZON.COM, 4 EA OFFICE CHAIRS FOR WATER DEPARTMENT, D.CROSSLEY, MAY'22 - WATER</u>	05/09/2022	159.97	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	5/22		
1444	U.S. BANK (VISA)	310621300837	13599	<u>AMAZON.COM, 4 EA OFFICE CHAIRS FOR WATER DEPARTMENT, D.CROSSLEY, MAY'22 - P.I</u>	05/09/2022	39.99	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	5/22		
Total 31062130083727464677:						199.96	.00					
1444	U.S. BANK (VISA)	310621390833	13637	<u>AMAZON, 6 MOVIES FOR MOVIE NIGHT, J. LORENTZ, MAY, '22</u>	05/19/2022	67.17	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	5/22		
Total 31062139083325499423:						67.17	.00					
1444	U.S. BANK (VISA)	310621430830		<u>AMAZON.COM, RETURNED FOAM CARD HOLDERS, D.CROSSLEY, MAY'22</u>	05/23/2022	-11.66	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	5/22		
Total 31062143083002296422:						-11.66	.00					
1444	U.S. BANK (VISA)	330921444005	13680	<u>BUREAU OF OCCUPATIONAL LICENSES, LICENSE RENEWALS, #WWT2-14720, D. CROSSLEY, MAY, '22 - WATER</u>	05/23/2022	12.60	.00	<u>20-6265 TRAINING & SCHOOLING EXPENSE</u>	0	5/22		
1444	U.S. BANK (VISA)	330921444005	13680	<u>BUREAU OF OCCUPATIONAL LICENSES, LICENSE RENEWAL - WWT2-14720, D. CROSSLEY, MAY, '22 - SEWER</u>	05/23/2022	12.60	.00	<u>21-6265 TRAINING & SCHOOLING EXPENSE</u>	0	5/22		
1444	U.S. BANK (VISA)	330921444005	13680	<u>BUREAU OF OCCUPATIONAL LICENSES, LICENSE RENEWALS, #WWT2-14720, D. CROSSLEY, MAY, '22 - P.I</u>	05/23/2022	4.80	.00	<u>25-6265 TRAINING & SCHOOLING EXPENSE</u>	0	5/22		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 5/13/2022-6/2/2022

Page: 37
 Jun 02, 2022 03:03PM

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 33092144400543004113:						30.00	.00					
1444	U.S. BANK (VISA)	330921444005	13680	<u>BUREAU OF OCCUPATIONAL LICENSES, LICENSE RENEWALS, #DWD3-16635, D. CROSSLEY, MAY, '22 - WATER</u>	05/23/2022	12.60	.00	<u>20-6265 TRAINING & SCH00LING EXPENSE</u>	0	5/22		
1444	U.S. BANK (VISA)	330921444005	13680	<u>BUREAU OF OCCUPATIONAL LICENSES, LICENSE RENEWALS, #DWD3-16635, D. CROSSLEY, MAY, '22 - SEWER</u>	05/23/2022	12.60	.00	<u>21-6265 TRAINING & SCH00LING EXPENSE</u>	0	5/22		
1444	U.S. BANK (VISA)	330921444005	13680	<u>BUREAU OF OCCUPATIONAL LICENSES, LICENSE RENEWALS, #DWD3-16635, D. CROSSLEY, MAY, '22 - P.I</u>	05/23/2022	4.80	.00	<u>25-6265 TRAINING & SCH00LING EXPENSE</u>	0	5/22		
Total 33092144400543004154:						30.00	.00					
1444	U.S. BANK (VISA)	330921444005	13680	<u>BUREAU OF OCCUPATIONAL LICENSES, LICENSE RENEWALS, #WWC2-14284, D. CROSSLEY, MAY, '22 - WATER</u>	05/23/2022	12.60	.00	<u>20-6265 TRAINING & SCH00LING EXPENSE</u>	0	5/22		
1444	U.S. BANK (VISA)	330921444005	13680	<u>BUREAU OF OCCUPATIONAL LICENSES, LICENSE RENEWALS, #WWC2-14284, D. CROSSLEY, MAY, '22 - SEWER</u>	05/23/2022	12.60	.00	<u>21-6265 TRAINING & SCH00LING EXPENSE</u>	0	5/22		
1444	U.S. BANK (VISA)	330921444005	13680	<u>BUREAU OF OCCUPATIONAL LICENSES, LICENSE RENEWALS, #WWC2-14284, D. CROSSLEY, MAY, '22 - P.I</u>	05/23/2022	4.80	.00	<u>25-6265 TRAINING & SCH00LING EXPENSE</u>	0	5/22		
Total 33092144400543004287:						30.00	.00					
1444	U.S. BANK (VISA)	430021297008		<u>ADOBE CREATIVE CLOUD, YEARLY MEMBERSHIP RENEWAL, M.BORZICK, MAY'22 - WATER</u>	05/09/2022	251.95	.00	<u>20-6075 DUES & MEMBERSHIPS</u>	0	5/22		
1444	U.S. BANK (VISA)	430021297008		<u>ADOBE CREATIVE CLOUD, YEARLY MEMBERSHIP RENEWAL, M.BORZICK, MAY'22 - SEWER</u>	05/09/2022	251.95	.00	<u>21-6075 DUES & MEMBERSHIPS</u>	0	5/22		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 5/13/2022-6/2/2022Page: 39
Jun 02, 2022 03:03PM

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>EDINGER, MAY, '22</u>	05/16/2022	325.00	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	0	5/22		
Total 55232136207091100561:						325.00	.00					
1444	U.S. BANK (VISA)	554221341713	13631	<u>BOISE METRO CHAMBER OF CO. MEETING REGISTRATION, M. TREASRE, MAY'22</u>	05/13/2022	125.00	.00	<u>01-6155 MEETINGS/COMMITTEES</u>	4000	5/22		
Total 55422134171343332517:						125.00	.00					
1444	U.S. BANK (VISA)	554221441514	13681	<u>BRANDED BILLS.COM, HATS FOR PARKS EMPLOYEES, B.WITHROW, MAY'22</u>	05/23/2022	318.76	.00	<u>01-6285 UNIFORMS</u>	1004	5/22		
Total 55422144151444736079:						318.76	.00					
1444	U.S. BANK (VISA)	707421199000		<u>TBA LLC, 2 EA TRAILERS AND 2 RETRACTABLE AIR HOSE REELS. ITEMS NOT COVERED BY CHECK PROVIDED FOR AUCTION, B.WITHROW, APR.'22</u>	04/29/2022	222.60	.00	<u>01-6175 SMALL TOOLS</u>	1004	5/22		
Total 70742119900016879248:						222.60	.00					
1444	U.S. BANK (VISA)	710521186271	13545	<u>IRWA, M. DAVILA & J. COX, SCADA AND CONTROLS CLASS, D. CROSSLEY, APRIL'22 - WATER</u>	04/28/2022	96.00	.00	<u>20-6265 TRAINING & SCHOOLING EXPENSE</u>	0	5/22		
1444	U.S. BANK (VISA)	710521186271	13545	<u>IRWA, M. DAVILA & J. COX, SCADA AND CONTROLS CLASS, D. CROSSLEY, APRIL'22 - WATER</u>	04/28/2022	24.00	.00	<u>25-6265 TRAINING & SCHOOLING EXPENSE</u>	0	5/22		
Total 71052118627130619319:						120.00	.00					
1444	U.S. BANK (VISA)	753921399000		<u>WOODYS OUTDOOR POWER, WEED EATER HEAD, MAY'22</u>	05/19/2022	66.78	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	5/22		

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 75392139900013000157:						66.78	.00					
1444	U.S. BANK (VISA)	921521187176	13556	<u>VISTA PRINT, KINDNESS INITIATIVE YARD SIGN, J. EDINGER, APR'22</u>	04/28/2022	38.54	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	5/22		
Total 92152118717678227978:						38.54	.00					
1444	U.S. BANK (VISA)	921521258522	13594	<u>FHB COMPANY, BRIGHT LOTS, HAND HOLE COVERS FOR STREET LIGHTS, S. HOWELL, MAY. '22</u>	05/05/2022	90.95	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1002	5/22		
Total 92152125852271557827:						90.95	.00					
1444	U.S. BANK (VISA)	921521338526	13633	<u>FHB COMPANY, BRIGHT LOTS, STREET LIGHT POLE CAPS, S.HOWELL, MAY'22</u>	05/13/2022	104.60	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1002	5/22		
Total 92152133852685154377:						104.60	.00					
1444	U.S. BANK (VISA)	921521367130	13643	<u>EVENT BRITE GREAT BALLS OF FIRE, KUNA FIRE GOLF SPONSORSHIP, N. STANLEY, MAY. '22</u>	05/16/2022	676.44	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	0	5/22		
Total 92152136713095562293:						676.44	.00					
1444	U.S. BANK (VISA)	921621123100	13575	<u>VICTORY GREENS, EMISSIONS TESTING,TRUCK #28, J.DURHAM, MAY'22 - PARKS</u>	05/03/2022	20.00	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	5/22		
Total 921621123100084357319:						20.00	.00					
1444	U.S. BANK (VISA)	921621161006	13525	<u>AMAZON.COM, PARTY PACK FOR EVENTS, J.LORENTZ, APR.'22</u>	04/26/2022	83.32	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	5/22		

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 92162116100668721046:						83.32	.00					
1444	U.S. BANK (VISA)	921621181006		<u>AMAZON.COM, CAMERA FOR EVENTS, J.LORENTZ, MAY'22</u>	04/28/2022	699.50	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	5/22		
1444	U.S. BANK (VISA)	921621181006		<u>AMAZON.COM, CAMERA FOR PARK RANGERS, J.LORENTZ, MAY'22</u>	04/28/2022	699.50	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1086	5/22		
Total 92162118100636163246:						1,399.00	.00					
1444	U.S. BANK (VISA)	921621231001		<u>AMAZON.COM, RETURN OF SIT TO STAND WORKSTATION, C.FEISTNER, MAY'22 - P & Z</u>	05/03/2022	-40.50	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	5/22		
1444	U.S. BANK (VISA)	921621231001		<u>AMAZON.COM, RETURN OF SIT TO STAND WORKSTATION, C.FEISTNER, MAY'22 - WATER</u>	05/03/2022	-56.00	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	5/22		
1444	U.S. BANK (VISA)	921621231001		<u>AMAZON.COM, RETURN OF SIT TO STAND WORKSTATION, C.FEISTNER, MAY'22 - SEWER</u>	05/03/2022	-56.00	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	5/22		
1444	U.S. BANK (VISA)	921621231001		<u>AMAZON.COM, RETURN OF SIT TO STAND WORKSTATION, C.FEISTNER, MAY'22 - P.I</u>	05/03/2022	-8.00	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	5/22		
Total 92162123100173428208:						-160.50	.00					
1444	U.S. BANK (VISA)	921621231008	13567	<u>AMAZON.COM, OFFICE CHAIR, B.BARROSO, MAY'22 - WATER</u>	05/03/2022	90.26	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	5/22		
1444	U.S. BANK (VISA)	921621231008	13567	<u>AMAZON.COM, OFFICE CHAIR, B.BARROSO, MAY'22 - SEWER</u>	05/03/2022	90.26	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	5/22		
1444	U.S. BANK (VISA)	921621231008	13567	<u>AMAZON.COM, OFFICE CHAIR, B.BARROSO, MAY'22 - P.I</u>	05/03/2022	34.38	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	5/22		
Total 92162123100891635592:						214.90	.00					
1444	U.S. BANK (VISA)	921621241008	13581	<u>LOWES, SAFETY EAR PLUGS, J.MORFIN, MAY'22</u>	05/04/2022	27.55	.00	<u>01-6230 SAFETY TRAINING &</u>				

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 5/13/2022-6/2/2022

Page: 42
 Jun 02, 2022 03:03PM

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
								EQUIPMENT	1004	5/22		
1444	U.S. BANK (VISA)	921621241008	13581	LOWES, ENTRY DOOR KNOBS FOR SHOP, J.MORFIN, MAY'22	05/04/2022	62.96	.00	01-6140 MAINT. & REPAIR BUILDING	1004	5/22		
1444	U.S. BANK (VISA)	921621241008	13581	LOWES, ORANGE FENCING AND CABLE TIES, J.MORFIN, MAY'22	05/04/2022	116.92	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	5/22		
Total 92162124100819055633:						207.43	.00					
1444	U.S. BANK (VISA)	921621241009		AMAZON.COM, RETURNED KEYBOARD, C.FEISTNER, MAY'22 - P&Z	05/04/2022	-20.45	.00	01-6165 OFFICE SUPPLIES	1003	5/22		
1444	U.S. BANK (VISA)	921621241009		AMAZON.COM, RETURNED KEYBOARD, C.FEISTNER, MAY'22 - WATER	05/04/2022	-28.62	.00	20-6165 OFFICE SUPPLIES	0	5/22		
1444	U.S. BANK (VISA)	921621241009		AMAZON.COM, RETURNED KEYBOARD, C.FEISTNER, MAY'22 - SEWER	05/04/2022	-28.62	.00	21-6165 OFFICE SUPPLIES	0	5/22		
1444	U.S. BANK (VISA)	921621241009		AMAZON.COM, RETURNED KEYBOARD, C.FEISTNER, MAY'22 - P.I	05/04/2022	-4.09	.00	25-6165 OFFICE SUPPLIES	0	5/22		
Total 92162124100989585158:						-81.78	.00					
1444	U.S. BANK (VISA)	921621261007	13599	AMAZON.COM, CONFERENCE TABLE FOR WATER DEPARTMENT, D.CROSSLEY, MAY'22 - WATER	05/06/2022	900.00	.00	20-6165 OFFICE SUPPLIES	0	5/22		
1444	U.S. BANK (VISA)	921621261007	13599	AMAZON.COM, CONFERENCE TABLE FOR WATER DEPARTMENT, D.CROSSLEY, MAY'22 - P.I	05/06/2022	225.00	.00	25-6165 OFFICE SUPPLIES	0	5/22		
Total 92162126100782341661:						1,125.00	.00					
1444	U.S. BANK (VISA)	921621271009	13590	AMAZON.COM, GRAB BAR HAND RAIL FOR THE GOLF CART, J.LORENTZ, MAY'22	05/07/2022	49.99	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	5/22		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 5/13/2022-6/2/2022

Page: 43
Jun 02, 2022 03:03PM

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 92162127100971562886:						49.99	.00					
1444	U.S. BANK (VISA)	921621301000	13590	<u>AMAZON.COM, SIDE MIRRORS FOR GOLF CART, J.LORENTZ, MAY'22</u>	05/10/2022	32.36	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	5/22		
Total 92162130100011176197:						32.36	.00					
1444	U.S. BANK (VISA)	921621311006		<u>AMAZON.COM, BOX OF VENOM STEEL MAX GRIP GLOVES FOR SEWER DEPT. N.STAUFFER, MAY'22</u>	05/11/2022	29.99	.00	<u>21-6230 SAFETY TRAINING & EQUIPMENT</u>	0	5/22		
Total 92162131100653989401:						29.99	.00					
1444	U.S. BANK (VISA)	921621381007	13648	<u>GOTPRINT.COM, EVENT TICKET DESIGN AND PRINTING, J. EDINGER, MAY '22</u>	05/18/2022	528.91	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	0	5/22		
Total 92162138100798311811:						528.91	.00					
1444	U.S. BANK (VISA)	921621401009		<u>AMAZON.COM, PAPER SHREDDER AND WEBCAM, A.WELKER, MAY'22</u>	05/20/2022	66.82	.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	5/22		
Total 92162140100990178394:						66.82	.00					
1444	U.S. BANK (VISA)	921621421008	13662	<u>AMAZON.COM, SUPPLIES FOR THE RANGER PROGRAMS PRIZE BOX, J.LORENTZ, MAY'22</u>	05/22/2022	36.99	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1086	5/22		
Total 92162142100859607796:						36.99	.00					
1444	U.S. BANK (VISA)	939821442008	13692	<u>INTERSTATE PLASTICS, REPAIR WINDOW ON DISK GOLF BLDG, S. HOWELL, MAY '22</u>	05/24/2022	61.83	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	5/22		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 5/13/2022-6/2/2022

Page: 44
Jun 02, 2022 03:03PM

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 93982144200891800142:						61.83	.00					
1444	U.S. BANK (VISA)	990021392950	13665	BEST BUY. USB DRIVES FOR DOWNLOADING SECURITY VIDEO AS REQUESTED. B.WITHROW. MAY'22	05/19/2022	208.95	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	5/22		
Total 99002139295001061022:						208.95	.00					
Total U.S. BANK (VISA):						11,752.22	.00					
U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)												
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	472762251		COPIER CONTRACT #500-0519539-000. MODEL #MPC4504EX. SERIAL #C737M540938 & C737M540155. MAY'22	05/18/2022	412.85	.00	01-6212 RENT-EQUIPMENT	0	5/22		
Total 472762251:						412.85	.00					
Total U.S. BANK NATIONAL ASSOC (EQUIP FINANCE):						412.85	.00					
ULINE INC												
2065	ULINE INC	148813461		1 EA TAPE MEASURE, 1 EA MEASURING WHEEL, 1 EA RECHARGEABLE FLASHLIGHT, 1 EA TOOL BAG, 1 EA ALUMINUM CLIPBOARD, FOR NWWTP. MAY'22 - WATER	05/11/2022	103.18	103.18	20-6175 SMALL TOOLS	0	5/22	05/13/2022	
2065	ULINE INC	148813461		1 EA TAPE MEASURE, 1 EA MEASURING WHEEL, 1 EA RECHARGEABLE FLASHLIGHT, 1 EA TOOL BAG, 1 EA ALUMINUM CLIPBOARD, FOR NWWTP. MAY'22 - SEWER	05/11/2022	103.18	103.18	21-6175 SMALL TOOLS	0	5/22	05/13/2022	
2065	ULINE INC	148813461		1 EA TAPE MEASURE, 1 EA MEASURING WHEEL, 1 EA RECHARGEABLE FLASHLIGHT, 1 EA TOOL BAG, 1 EA ALUMINUM CLIPBOARD, FOR NWWTP. MAY'22 - PI	05/11/2022	39.30	39.30	25-6175 SMALL TOOLS	0	5/22	05/13/2022	

City of Kuna

 Payment Approval Report - City Council Approval
 Report dates: 5/13/2022-6/2/2022

 Page: 45
 Jun 02, 2022 03:03PM

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
2065	ULINE INC	148813461		<u>1 EA ADJUSTABLE HEIGHT DESK, FOR C. FEISTNER, MAY'22 - WATER</u>	05/11/2022	322.95	322.95	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	5/22	05/13/2022	
2065	ULINE INC	148813461		<u>1 EA ADJUSTABLE HEIGHT DESK, FOR C. FEISTNER, MAY'22 - SEWER</u>	05/11/2022	322.95	322.95	<u>21-6140 MAINT. & REPAIR BUILDING</u>	0	5/22	05/13/2022	
2065	ULINE INC	148813461		<u>1 EA ADJUSTABLE HEIGHT DESK, FOR C. FEISTNER, MAY'22 - PI</u>	05/11/2022	123.04	123.04	<u>25-6140 MAINT. & REPAIR BUILDING</u>	0	5/22	05/13/2022	
Total 148813461:						1,014.60	1,014.60					
2065	ULINE INC	148863854	13630	<u>1 EA 6,000' STRAPPING, 1 EA STRAPPING TENSIONER, 1 CARTON STRAPPING METAL SEALS, 1 EA STRAPPING SEALER, 1 EA STRAPPING CART, 1 EA MEASURING WHEEL, T.SHAFFER, MAY'22 - WATER</u>	05/12/2022	317.84	.00	<u>20-6150 M & R - SYSTEM</u>	0	5/22		
2065	ULINE INC	148863854	13630	<u>1 EA 6,000' STRAPPING, 1 EA STRAPPING TENSIONER, 1 CARTON STRAPPING METAL SEALS, 1 EA STRAPPING SEALER, 1 EA STRAPPING CART, 1 EA MEASURING WHEEL, T.SHAFFER, MAY'22 - SEWER</u>	05/12/2022	317.84	.00	<u>21-6150 M & R - SYSTEM</u>	0	5/22		
2065	ULINE INC	148863854	13630	<u>1 EA 6,000' STRAPPING, 1 EA STRAPPING TENSIONER, 1 CARTON STRAPPING METAL SEALS, 1 EA STRAPPING SEALER, 1 EA STRAPPING CART, 1 EA MEASURING WHEEL, T.SHAFFER, MAY'22 - PI</u>	05/12/2022	121.07	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	5/22		
Total 148863854:						756.75	.00					
Total ULINE INC:						1,771.35	1,014.60					

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
UNITED SITE SERVICES OF NEVADA INC												
2124	UNITED SITE SERVICES OF NEVADA INC	114-13088766		<u>STANDARD ADA PORTABLE RESTROOM RENTAL, #ADA397, BI-WEEKLY SERVICE PLUS DAMAGE WAIVER, 4/25-5/11/22 - WINCHESTER PARK</u>	05/11/2022	105.00	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	5/22		
Total 114-13088766:						105.00	.00					
2124	UNITED SITE SERVICES OF NEVADA INC	114-13114264		<u>STANDARD RESTROOM RENTAL, #T273, BI-WEEKLY SERVICE, 4/25-5/22/22 - CITY FARM</u>	05/23/2022	99.96	.00	<u>21-6090 FARM EXPENDITURES</u>	0	5/22		
Total 114-13114264:						99.96	.00					
2124	UNITED SITE SERVICES OF NEVADA INC	114-13114265		<u>ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM RENTAL, ADA#504, WEEKLY SERVICE, INCLUDING DAMAGE WAIVER, 4/25-5/22/22 - THE FARM PARK</u>	05/23/2022	214.32	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	5/22		
Total 114-13114265:						214.32	.00					
2124	UNITED SITE SERVICES OF NEVADA INC	114-13114266		<u>ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM RENTAL, ADA#188, WEEKLY SERVICE, INCLUDING DAMAGE WAIVER, 4/25-5/22/22 - ARBOR RIDGE PARK</u>	05/23/2022	214.32	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	5/22		
Total 114-13114266:						214.32	.00					
2124	UNITED SITE SERVICES OF NEVADA INC	114-13114267		<u>ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM RENTAL, ADA#392, BI-WEEKLY SERVICE, INCLUDING DAMAGE WAIVER, 4/25-5/22/22 - SADIE CREEK PARK</u>	05/23/2022	172.96	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	5/22		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 5/13/2022-6/2/2022

Page: 47

Jun 02, 2022 03:03PM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 114-13114267:						172.96	.00					
2124	UNITED SITE SERVICES OF NEVADA INC	114-13114268		<u>ADA WHEELCHAIR ACCESSIBLE RESTROOM RENTAL, ADA#503. WEEKLY SERVICE, INCLUDING DAMAGE WAIVER, 4/25-5/22/22 - SEGO PRAIRIE POND/NICHOLSON PARK</u>	05/23/2022	218.92	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	5/22		
Total 114-13114268:						218.92	.00					
2124	UNITED SITE SERVICES OF NEVADA INC	114-13114269		<u>ADA PORTABLE RESTROOM RENTAL, WHEELCHAIR ACCESSIBLE, ADA#E2W-ADA, INCLUDING DAMAGE WAIVER, BI-WEEKLY SERVICE, 4/25-5/22/22 - WINCHESTER PARK</u>	05/23/2022	151.50	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	5/22		
Total 114-13114269:						151.50	.00					
Total UNITED SITE SERVICES OF NEVADA INC:						1,176.98	.00					
UNIVAR SOLUTIONS USA, INC.												
1410	UNIVAR SOLUTIONS USA, INC.	50179507	13465	<u>HYPOCHLORITE & ACCUTABS, T.SHAFER, APRIL'22 - SEWER</u>	04/25/2022	4,837.20	4,837.20	<u>21-6151 M & R - PROCESS CHEMICALS</u>	0	5/22	05/13/2022	
Total 50179507:						4,837.20	4,837.20					
1410	UNIVAR SOLUTIONS USA, INC.	50212145	13589	<u>1 DRUM SODIUM BISULFITE, T.SHAFER, MAY'22</u>	05/05/2022	188.10	.00	<u>21-6151 M & R - PROCESS CHEMICALS</u>	0	5/22		
Total 50212145:						188.10	.00					
1410	UNIVAR SOLUTIONS USA, INC.	50214336	13524	<u>3842.45 GAL ALUMINUM SULFATE, T. SHAFER, APRIL'22 - SEWER</u>	05/03/2022	11,279.37	.00	<u>21-6151 M & R - PROCESS CHEMICALS</u>	0	5/22		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 5/13/2022-6/2/2022Page: 48
Jun 02, 2022 03:03PM

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 50214336:						11,279.37	.00					
1410	UNIVAR SOLUTIONS USA, INC.	50219580	13589	<u>5400 LB CITRIC ACID, 660 GALLONS SODIUM HYPO LIQUICHLOR, T.SHAFFER, MAY'22</u>	05/09/2022	14,157.24	.00	<u>21-6151 M & R - PROCESS CHEMICALS</u>	0	5/22		
1410	UNIVAR SOLUTIONS USA, INC.	50219580		<u>CONTAINER DEPOSITS (X2), T.SHAFFER, MAY'22</u>	05/09/2022	1,400.00	.00	<u>21-6097 DEPOSITS ON ACCOUNT</u>	0	5/22		
Total 50219580:						15,557.24	.00					
1410	UNIVAR SOLUTIONS USA, INC.	50251124	13600	<u>3921 GALLONS OF ALUMINUM SULFATE, T. SHAFFER, MAY '22</u>	05/17/2022	11,510.64	.00	<u>21-6151 M & R - PROCESS CHEMICALS</u>	0	5/22		
Total 50251124:						11,510.64	.00					
1410	UNIVAR SOLUTIONS USA, INC.	97718780		<u>CONTAINER DEPOSIT RETURN/CREDIT, MAY'22</u>	05/10/2022	-700.00	.00	<u>21-6097 DEPOSITS ON ACCOUNT</u>	0	5/22		
Total 97718780:						-700.00	.00					
Total UNIVAR SOLUTIONS USA, INC.:						42,672.55	4,837.20					
USA BLUE BOOK												
265	USA BLUE BOOK	973129	13606	<u>DRUM PUMP SET, D. CROSSLEY, MAY'22</u>	05/09/2022	3,122.45	.00	<u>20-6150 M & R - SYSTEM</u>	0	5/22		
Total 973129:						3,122.45	.00					
Total USA BLUE BOOK:						3,122.45	.00					
UTILITY REFUND #10												
2044	UTILITY REFUND #10	281058.00		<u>BELVEAL CONSTRUCTION, 1414 W GAINSBORO ST, UTILITY REFUND</u>	05/05/2022	9.06	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 5/13/2022-6/2/2022

Page: 50
Jun 02, 2022 03:03PM

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>UTILITY REFUND</u>	05/03/2022	70.28	.00	<u>20-4500_METERED WATER SALES</u>	0	5/22		
2044	UTILITY REFUND #10	323028.00		<u>TED MASON SIGNATURE HOMES, 1907 N RYDE AVE, UTILITY REFUND</u>	05/03/2022	72.31	.00	<u>21-4600_SEWER USER FEES</u>	0	5/22		
	Total 323028.00:					142.59	.00					
2044	UTILITY REFUND #10	323032.00		<u>TED MASON SIGNATURE HOMES, 2050 E TIMBER TRAIL ST, UTILITY REFUND</u>	05/12/2022	13.94	.00	<u>20-4500_METERED WATER SALES</u>	0	5/22		
2044	UTILITY REFUND #10	323032.00		<u>TED MASON SIGNATURE HOMES, 2050 E TIMBER TRAIL ST, UTILITY REFUND</u>	05/12/2022	11.97	.00	<u>21-4600_SEWER USER FEES</u>	0	5/22		
	Total 323032.00:					25.91	.00					
	Total UTILITY REFUND #10:					602.70	.00					
UTILITY REFUND #14												
2130	UTILITY REFUND #14	120540.03		<u>OPEN DOOR PROPERTY TRUST I, 1697 W 4TH ST, UTILITY REFUND</u>	04/28/2022	42.69	.00	<u>20-4500_METERED WATER SALES</u>	0	5/22		
2130	UTILITY REFUND #14	120540.03		<u>OPEN DOOR PROPERTY TRUST I, 1697 W 4TH ST, UTILITY REFUND</u>	04/28/2022	47.88	.00	<u>21-4600_SEWER USER FEES</u>	0	5/22		
2130	UTILITY REFUND #14	120540.03		<u>OPEN DOOR PROPERTY TRUST I, 1697 W 4TH ST, UTILITY REFUND</u>	04/28/2022	33.45	.00	<u>26-4975_SOLID WASTE USER FEES</u>	0	5/22		
	Total 120540.03:					124.02	.00					
2130	UTILITY REFUND #14	121370.02		<u>JACQUELYN C PILL, 1934 W ESCONDIDO ST, UTILITY REFUND</u>	05/26/2022	2.55	.00	<u>20-4500_METERED WATER SALES</u>	0	5/22		
2130	UTILITY REFUND #14	121370.02		<u>JACQUELYN C PILL, 1934 W ESCONDIDO ST, UTILITY REFUND</u>	05/26/2022	5.59	.00	<u>21-4600_SEWER USER FEES</u>	0	5/22		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 5/13/2022-6/2/2022

Page: 52
Jun 02, 2022 03:03PM

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>	05/26/2022	29.42	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	5/22		
Total 181850.02:						144.99	.00					
2130	UTILITY REFUND #14	183670.02		<u>MICHAELA ALLEN, 1365 W CASTRO DR, UTILITY REFUND</u>	05/13/2022	97.78	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2130	UTILITY REFUND #14	183670.02		<u>MICHAELA ALLEN, 1365 W CASTRO DR, UTILITY REFUND</u>	05/13/2022	4.11	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
2130	UTILITY REFUND #14	183670.02		<u>MICHAELA ALLEN, 1365 W CASTRO DR, UTILITY REFUND</u>	05/13/2022	3.12	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	5/22		
Total 183670.02:						105.01	.00					
2130	UTILITY REFUND #14	201745.02		<u>TYLER J ASHTON, 453 E CHAPPAROSA DR, UTILITY REFUND</u>	05/26/2022	16.98	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2130	UTILITY REFUND #14	201745.02		<u>TYLER J ASHTON, 453 E CHAPPAROSA DR, UTILITY REFUND</u>	05/26/2022	12.54	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
2130	UTILITY REFUND #14	201745.02		<u>TYLER J ASHTON, 453 E CHAPPAROSA DR, UTILITY REFUND</u>	05/26/2022	12.16	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	5/22		
Total 201745.02:						41.68	.00					
2130	UTILITY REFUND #14	221450.02		<u>PAUL SPENCER, 1072 S RUMNEY AVE, UTILITY REFUND</u>	05/26/2022	16.71	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2130	UTILITY REFUND #14	221450.02		<u>PAUL SPENCER, 1072 S RUMNEY AVE, UTILITY REFUND</u>	05/26/2022	14.42	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
2130	UTILITY REFUND #14	221450.02		<u>PAUL SPENCER, 1072 S RUMNEY AVE, UTILITY REFUND</u>	05/26/2022	9.74	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	5/22		

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 221450.02:						40.87	.00					
2130	UTILITY REFUND #14	250915.01A		<u>EMILY CARPENTER, 1063 S BOBBY AVE, UTILITY REFUND</u>	05/19/2022	95.00	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
Total 250915.01A:						95.00	.00					
2130	UTILITY REFUND #14	260515.02		<u>JOSEPH H COLTON, 1571 N FIREBRICK DR, UTILITY REFUND</u>	05/20/2022	42.93	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2130	UTILITY REFUND #14	260515.02		<u>JOSEPH H COLTON, 1571 N FIREBRICK DR, UTILITY REFUND</u>	05/20/2022	78.19	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
2130	UTILITY REFUND #14	260515.02		<u>JOSEPH H COLTON, 1571 N FIREBRICK DR, UTILITY REFUND</u>	05/20/2022	58.71	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	5/22		
Total 260515.02:						179.83	.00					
2130	UTILITY REFUND #14	260530.02		<u>OPENDOOR PROPERTY TRUST 1, 1537 N FIREBRICK DR, UTILITY REFUND</u>	05/26/2022	39.08	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2130	UTILITY REFUND #14	260530.02		<u>OPENDOOR PROPERTY TRUST 1, 1537 N FIREBRICK DR, UTILITY REFUND</u>	05/26/2022	43.76	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
2130	UTILITY REFUND #14	260530.02		<u>OPENDOOR PROPERTY TRUST 1, 1537 N FIREBRICK DR, UTILITY REFUND</u>	05/26/2022	36.45	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	5/22		
Total 260530.02:						119.29	.00					
2130	UTILITY REFUND #14	277334.02		<u>CHAD J MOSS, 199 W SCREECH OWL DR, UTILITY REFUND</u>	05/26/2022	16.67	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2130	UTILITY REFUND #14	277334.02		<u>CHAD J MOSS, 199 W SCREECH OWL DR, UTILITY REFUND</u>	05/26/2022	17.04	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 5/13/2022-6/2/2022Page: 54
Jun 02, 2022 03:03PM

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
2130	UTILITY REFUND #14	277334.02		<u>CHAD J.MOSS, 199 W SCREECH OWL DR, UTILITY REFUND</u>	05/26/2022	10.32	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	5/22		
Total 277334.02:						44.03	.00					
2130	UTILITY REFUND #14	277519.01		<u>JOY JONES, 275 W SNOWY OWL ST, UTILITY REFUND</u>	05/23/2022	28.08	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2130	UTILITY REFUND #14	277519.01		<u>JOY JONES, 275 W SNOWY OWL ST, UTILITY REFUND</u>	05/23/2022	30.41	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
2130	UTILITY REFUND #14	277519.01		<u>JOY JONES, 275 W SNOWY OWL ST, UTILITY REFUND</u>	05/23/2022	26.67	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	5/22		
Total 277519.01:						85.16	.00					
2130	UTILITY REFUND #14	278022.03		<u>KEITH BRANDON MONTAGUE, 8868 S PINOVA AVE, UTILITY REFUND</u>	05/26/2022	28.16	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2130	UTILITY REFUND #14	278022.03		<u>KEITH BRANDON MONTAGUE, 8868 S PINOVA AVE, UTILITY REFUND</u>	05/26/2022	46.41	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
2130	UTILITY REFUND #14	278022.03		<u>KEITH BRANDON MONTAGUE, 8868 S PINOVA AVE, UTILITY REFUND</u>	05/26/2022	27.70	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	5/22		
Total 278022.03:						102.27	.00					
2130	UTILITY REFUND #14	281069.01		<u>JESSICA SANASSARIAN, 1415 W GAINSBORO ST, UTILITY REFUND</u>	05/26/2002	18.78	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2130	UTILITY REFUND #14	281069.01		<u>JESSICA SANASSARIAN, 1415 W GAINSBORO ST, UTILITY REFUND</u>	05/26/2002	17.53	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
2130	UTILITY REFUND #14	281069.01		<u>JESSICA SANASSARIAN, 1415 W GAINSBORO ST, UTILITY REFUND</u>	05/26/2002	12.19	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	5/22		

City of Kuna

 Payment Approval Report - City Council Approval
 Report dates: 5/13/2022-6/2/2022

 Page: 55
 Jun 02, 2022 03:03PM

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 281069.01:						48.50	.00					
2130	UTILITY REFUND #14	282055.01		<u>STEVEN BAINBRIDGE, 1346 W TREEHOUSE ST. UTILITY REFUND</u>	05/26/2022	36.52	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2130	UTILITY REFUND #14	282055.01		<u>STEVEN BAINBRIDGE, 1346 W TREEHOUSE ST. UTILITY REFUND</u>	05/26/2022	40.89	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
2130	UTILITY REFUND #14	282055.01		<u>STEVEN BAINBRIDGE, 1346 W TREEHOUSE ST. UTILITY REFUND</u>	05/26/2022	25.71	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	5/22		
Total 282055.01:						103.12	.00					
2130	UTILITY REFUND #14	293060.01		<u>LEONARDO E JONES, 3502 W CHARLENE ST. UTILITY REFUND</u>	05/13/2022	34.32	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2130	UTILITY REFUND #14	293060.01		<u>LEONARDO E JONES, 3502 W CHARLENE ST. UTILITY REFUND</u>	05/13/2022	40.21	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
2130	UTILITY REFUND #14	293060.01		<u>LEONARDO E JONES, 3502 W CHARLENE ST. UTILITY REFUND</u>	05/13/2022	23.21	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	5/22		
Total 293060.01:						97.74	.00					
2130	UTILITY REFUND #14	300030.03		<u>JOSE F BALTODANO, 1238 E MYSTERY DR. UTILITY REFUND</u>	05/26/2022	39.22	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2130	UTILITY REFUND #14	300030.03		<u>JOSE F BALTODANO, 1238 E MYSTERY DR. UTILITY REFUND</u>	05/26/2022	40.41	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
2130	UTILITY REFUND #14	300030.03		<u>JOSE F BALTODANO, 1238 E MYSTERY DR. UTILITY REFUND</u>	05/26/2022	28.39	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	5/22		
Total 300030.03:						108.02	.00					

City of Kuna

 Payment Approval Report - City Council Approval
 Report dates: 5/13/2022-6/2/2022

 Page: 56
 Jun 02, 2022 03:03PM

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
2130	UTILITY REFUND #14	304506.00		<u>CBH, 2440 E FITZ ROY ST, UTILITY REFUND</u>	05/13/2022	38.11	.00	<u>20-4500_METERED WATER SALES</u>	0	5/22		
2130	UTILITY REFUND #14	304506.00		<u>CBH, 2440 E FITZ ROY ST, UTILITY REFUND</u>	05/13/2022	33.28	.00	<u>21-4600_SEWER USER FEES</u>	0	5/22		
Total 304506.00:						71.39	.00					
2130	UTILITY REFUND #14	320091.01		<u>JAKE MERRILL OLSEN, 1914 E CAVE FALLS ST, UTILITY REFUND</u>	05/17/2022	2.65	.00	<u>20-4500_METERED WATER SALES</u>	0	5/22		
2130	UTILITY REFUND #14	320091.01		<u>JAKE MERRILL OLSEN, 1914 E CAVE FALLS ST, UTILITY REFUND</u>	05/17/2022	2.96	.00	<u>21-4600_SEWER USER FEES</u>	0	5/22		
2130	UTILITY REFUND #14	320091.01		<u>JAKE MERRILL OLSEN, 1914 E CAVE FALLS ST, UTILITY REFUND</u>	05/17/2022	1.94	.00	<u>26-4975_SOLID WASTE USER FEES</u>	0	5/22		
Total 320091.01:						7.55	.00					
2130	UTILITY REFUND #14	340022.02		<u>OFIESH 2005 FAMILY TRUST 06/21/2005, 6836 S CATFISH CREEK AVE, UTILTIY REFUND</u>	05/26/2022	54.43	.00	<u>20-4500_METERED WATER SALES</u>	0	5/22		
2130	UTILITY REFUND #14	340022.02		<u>OFIESH 2005 FAMILY TRUST 06/21/2005, 6836 S CATFISH CREEK AVE, UTILTIY REFUND</u>	05/26/2022	59.17	.00	<u>21-4600_SEWER USER FEES</u>	0	5/22		
2130	UTILITY REFUND #14	340022.02		<u>OFIESH 2005 FAMILY TRUST 06/21/2005, 6836 S CATFISH CREEK AVE, UTILTIY REFUND</u>	05/26/2022	28.38	.00	<u>26-4975_SOLID WASTE USER FEES</u>	0	5/22		
Total 340022.02:						141.98	.00					
2130	UTILITY REFUND #14	50160.02		<u>MARK B LARSON, 383 N LINDER AVE, UTILITY REFUND</u>	05/12/2022	26.58	.00	<u>20-4500_METERED WATER SALES</u>	0	5/22		
2130	UTILITY REFUND #14	50160.02		<u>MARK B LARSON, 383 N LINDER AVE, UTILITY REFUND</u>	05/12/2022	32.35	.00	<u>21-4600_SEWER USER FEES</u>	0	5/22		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 5/13/2022-6/2/2022Page: 57
Jun 02, 2022 03:03PM

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
2130	UTILITY REFUND #14	50160.02		<u>MARK B LARSON, 383 N LINDER AVE, UTILITY REFUND</u>	05/12/2022	22.48	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	5/22		
Total 50160.02:						81.41	.00					
2130	UTILITY REFUND #14	60910.01		<u>JENNIFER L HAWKINS, 550 W BOISE ST, UTILITY REFUND</u>	05/19/2022	6.77	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2130	UTILITY REFUND #14	60910.01		<u>JENNIFER L HAWKINS, 550 W BOISE ST, UTILITY REFUND</u>	05/19/2022	1.37	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
2130	UTILITY REFUND #14	60910.01		<u>JENNIFER L HAWKINS, 550 W BOISE ST, UTILITY REFUND</u>	05/19/2022	2.22	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	5/22		
Total 60910.01:						10.36	.00					
Total UTILITY REFUND #14:						1,973.04	.00					
UTILITY REFUND #9												
2004	UTILITY REFUND #9	221912.00		<u>HUBBLE HOMES, 1298 S THREAVE AVE, UTILITY REFUND</u>	05/03/2022	103.18	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	221912.00		<u>HUBBLE HOMES, 1298 S THREAVE AVE, UTILITY REFUND</u>	05/03/2022	35.84	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 221912.00:						139.02	.00					
2004	UTILITY REFUND #9	221916.00		<u>HUBBLE HOMES, 933 E DUNROBIN ST, UTILITY REFUND</u>	04/28/2022	63.32	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	221916.00		<u>HUBBLE HOMES, 933 E DUNROBIN ST, UTILITY REFUND</u>	04/28/2022	57.06	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 221916.00:						120.38	.00					

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 5/13/2022-6/2/2022Page: 58
Jun 02, 2022 03:03PM

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	221918.00		<u>HUBBLE HOMES, 901 E DUNROBIN ST. UTILITY REFUND</u>	05/03/2022	102.16	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	221918.00		<u>HUBBLE HOMES, 901 E DUNROBIN ST. UTILITY REFUND</u>	05/03/2022	35.12	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 221918.00:						137.28	.00					
2004	UTILITY REFUND #9	221919.00		<u>HUBBLE HOMES, 1329 S THREAVE AVE. UTILITY REFUND</u>	05/10/2022	39.43	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	221919.00		<u>HUBBLE HOMES, 1329 S THREAVE AVE. UTILITY REFUND</u>	05/10/2022	40.72	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 221919.00:						80.15	.00					
2004	UTILITY REFUND #9	221921.00		<u>HUBBLE HOMES, 1297 S THREAVE AVE. UTILITY REFUND</u>	04/25/2022	47.63	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	221921.00		<u>HUBBLE HOMES, 1297 S THREAVE AVE. UTILITY REFUND</u>	04/25/2022	41.19	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 221921.00:						88.82	.00					
2004	UTILITY REFUND #9	261512.00		<u>CBH, 2407 N THISTLE DR, UTILITY REFUND</u>	04/25/2022	63.66	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	261512.00		<u>CBH, 2407 N THISTLE DR, UTILITY REFUND</u>	04/25/2022	49.77	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 261512.00:						113.43	.00					
2004	UTILITY REFUND #9	261514.00		<u>CBH, 3072 W DARK SKY ST, UTILITY REFUND</u>	05/09/2022	107.00	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 5/13/2022-6/2/2022

Page: 59
 Jun 02, 2022 03:03PM

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	261514.00		<u>CBH, 3072 W DARK SKY ST, UTILITY REFUND</u>	05/09/2022	35.52	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 261514.00:						142.52	.00					
2004	UTILITY REFUND #9	261527.00		<u>CBH, 2851 W DARK SKY ST, UTILITY REFUND</u>	05/17/2022	33.25	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	261527.00		<u>CBH, 2851 W DARK SKY ST, UTILITY REFUND</u>	05/17/2022	25.89	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 261527.00:						59.14	.00					
2004	UTILITY REFUND #9	274905.01		<u>CBH, 3097 W GINGER GOLD DR, UTILITY REFUND</u>	04/28/2022	88.56	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	274905.01		<u>CBH, 3097 W GINGER GOLD DR, UTILITY REFUND</u>	04/28/2022	59.75	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 274905.01:						148.31	.00					
2004	UTILITY REFUND #9	277613.00		<u>CBH, 2875 N KENNETH AVE, UTILITY REFUND</u>	04/28/2022	59.84	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	277613.00		<u>CBH, 2875 N KENNETH AVE, UTILITY REFUND</u>	04/28/2022	34.16	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 277613.00:						94.00	.00					
2004	UTILITY REFUND #9	277615.00		<u>CBH, 2839 N KENNETH AVE, UTILITY REFUND</u>	04/25/2022	77.75	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	277615.00		<u>CBH, 2839 N KENNETH AVE, UTILITY REFUND</u>	04/25/2022	82.22	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 277615.00:						159.97	.00					
2004	UTILITY REFUND #9	292142.00		<u>CBH, 2119 W RICKON CT, UTILITY REFUND</u>	05/03/2022	72.64	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		

City of Kuna

 Payment Approval Report - City Council Approval
 Report dates: 5/13/2022-6/2/2022

 Page: 60
 Jun 02, 2022 03:03PM

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	292142.00		<u>CBH, 2119 W RICKON CT, UTILITY REFUND</u>	05/03/2022	2.27	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 292142.00:						74.91	.00					
2004	UTILITY REFUND #9	293226.00		<u>CBH, 3476 W COMMEMORATION AVE, UTILITY REFUND</u>	05/12/2022	51.47	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	293226.00		<u>CBH, 3476 W COMMEMORATION AVE, UTILITY REFUND</u>	05/12/2022	49.68	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 293226.00:						101.15	.00					
2004	UTILITY REFUND #9	293227.00		<u>CBH, 3462 W COMMEMORATION AVE, UTILITY REFUND</u>	05/18/2022	41.15	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	293227.00		<u>CBH, 3462 W COMMEMORATION AVE, UTILITY REFUND</u>	05/18/2022	35.45	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 293227.00:						76.60	.00					
2004	UTILITY REFUND #9	293230.00		<u>CBH, 3420 W COMMEMORATION AVE, UTILITY REFUND</u>	05/03/2022	72.41	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	293230.00		<u>CBH, 3420 W COMMEMORATION AVE, UTILITY REFUND</u>	05/03/2022	2.50	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 293230.00:						74.91	.00					
2004	UTILITY REFUND #9	293232.00		<u>CBH, 3392 W COMMEMORATION AVE, UTILITY REFUND</u>	05/10/2022	37.41	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	293232.00		<u>CBH, 3392 W COMMEMORATION AVE, UTILITY REFUND</u>	05/10/2022	35.74	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		

City of Kuna

 Payment Approval Report - City Council Approval
 Report dates: 5/13/2022-6/2/2022

 Page: 61
 Jun 02, 2022 03:03PM

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 293232.00:						73.15	.00					
2004	UTILITY REFUND #9	293238.00		<u>CBH, 6512 S FESTIVAL AVE, UTILITY REFUND</u>	04/25/2022	62.21	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	293238.00		<u>CBH, 6512 S FESTIVAL AVE, UTILITY REFUND</u>	04/25/2022	49.41	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 293238.00:						111.62	.00					
2004	UTILITY REFUND #9	293241.00		<u>CBH, 3400 W REMEMBRANCE DR, UTILITY REFUND</u>	05/12/2022	75.13	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	293241.00		<u>CBH, 3400 W REMEMBRANCE DR, UTILITY REFUND</u>	05/12/2022	72.70	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 293241.00:						147.83	.00					
2004	UTILITY REFUND #9	293242.00		<u>CBH, 3416 W REMEMBRANCE DR, UTILITY REFUND</u>	05/12/2022	98.98	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	293242.00		<u>CBH, 3416 W REMEMBRANCE DR, UTILITY REFUND</u>	05/12/2022	96.92	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 293242.00:						195.90	.00					
2004	UTILITY REFUND #9	293245.00		<u>CBH, 3460 W REMEMBRANCE DR, UTILITY REFUND</u>	05/12/2022	97.79	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	293245.00		<u>CBH, 3460 W REMEMBRANCE DR, UTILITY REFUND</u>	05/12/2022	95.72	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 293245.00:						193.51	.00					
2004	UTILITY REFUND #9	302573.00		<u>EAGLEWOOD HOMES, 952 E ESQUEL ST, UTILITY REFUND</u>	05/19/2022	40.87	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	302573.00		<u>EAGLEWOOD HOMES, 952 E ESQUEL ST, UTILITY REFUND</u>	05/19/2022	37.51	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 5/13/2022-6/2/2022

Page: 62
 Jun 02, 2022 03:03PM

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 302573.00:						78.38	.00					
2004	UTILITY REFUND #9	302575.00		<u>RIVERWOOD HOMES, 996 E ESQUEL ST, UTILITY REFUND</u>	05/18/2022	39.49	.00	20-4500 METERED WATER SALES	0	5/22		
2004	UTILITY REFUND #9	302575.00		<u>RIVERWOOD HOMES, 996 E ESQUEL ST, UTILITY REFUND</u>	05/18/2022	38.89	.00	21-4600 SEWER USER FEES	0	5/22		
Total 302575.00:						78.38	.00					
2004	UTILITY REFUND #9	302578.00		<u>RIVERWOOD HOMES, 921 E VIEDMA ST, UTILITY REFUND</u>	05/10/2022	74.84	.00	20-4500 METERED WATER SALES	0	5/22		
2004	UTILITY REFUND #9	302578.00		<u>RIVERWOOD HOMES, 921 E VIEDMA ST, UTILITY REFUND</u>	05/10/2022	3.56	.00	21-4600 SEWER USER FEES	0	5/22		
Total 302578.00:						78.40	.00					
2004	UTILITY REFUND #9	302589.00		<u>EAGLEWOOD HOMES, 856 E TUCMAN ST, UTILITY REFUND</u>	05/03/2022	91.50	.00	20-4500 METERED WATER SALES	0	5/22		
2004	UTILITY REFUND #9	302589.00		<u>EAGLEWOOD HOMES, 856 E TUCMAN ST, UTILITY REFUND</u>	05/03/2022	21.98	.00	21-4600 SEWER USER FEES	0	5/22		
Total 302589.00:						113.48	.00					
2004	UTILITY REFUND #9	302598.00		<u>EAGLEWOOD HOMES, 1054 E TUCMAN ST, UTILITY REFUND</u>	05/05/2022	106.93	.00	20-4500 METERED WATER SALES	0	5/22		
2004	UTILITY REFUND #9	302598.00		<u>EAGLEWOOD HOMES, 1054 E TUCMAN ST, UTILITY REFUND</u>	05/05/2022	37.41	.00	21-4600 SEWER USER FEES	0	5/22		
Total 302598.00:						144.34	.00					
2004	UTILITY REFUND #9	302602.00		<u>BALT LLC, 8880 S FUEGO AVE, UTILITY REFUND</u>	05/03/2022	10.01	.00	20-4500 METERED WATER SALES	0	5/22		
2004	UTILITY REFUND #9	302602.00		<u>BALT LLC, 8880 S FUEGO AVE, UTILITY REFUND</u>	05/03/2022	8.95	.00	21-4600 SEWER USER FEES	0	5/22		

City of Kuna

 Payment Approval Report - City Council Approval
 Report dates: 5/13/2022-6/2/2022

 Page: 63
 Jun 02, 2022 03:03PM

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 302602.00:						18.96	.00					
2004	UTILITY REFUND #9	302615.00		<u>STYLISH HOMES, 1034 E ESQUEL ST, UTILITY REFUND</u>	05/18/2022	38.72	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	302615.00		<u>STYLISH HOMES, 1034 E ESQUEL ST, UTILITY REFUND</u>	05/18/2022	37.91	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 302615.00:						76.63	.00					
2004	UTILITY REFUND #9	302617.00		<u>RIVERWOOD HOMES, 1072 E ESQUEL ST, UTILITY REFUND</u>	05/17/2022	18.42	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	302617.00		<u>RIVERWOOD HOMES, 1072 E ESQUEL ST, UTILITY REFUND</u>	05/17/2022	37.37	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
2004	UTILITY REFUND #9	302617.00		<u>RIVERWOOD HOMES, 1072 E ESQUEL ST, UTILITY REFUND</u>	05/17/2022	22.60	.00	<u>25-4700 PRESS, IRRIGATION USER FEES</u>	0	5/22		
Total 302617.00:						78.39	.00					
2004	UTILITY REFUND #9	302630.00		<u>RIVERWOOD HOMES, 997 E ESQUEL ST, UTILITY REFUND</u>	05/18/2022	39.24	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	302630.00		<u>RIVERWOOD HOMES, 997 E ESQUEL ST, UTILITY REFUND</u>	05/18/2022	39.15	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 302630.00:						78.39	.00					
2004	UTILITY REFUND #9	302632.00		<u>RIVERWOOD HOMES, 951 E ESQUEL ST, UTILITY REFUND</u>	05/17/2022	19.95	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	302632.00		<u>RIVERWOOD HOMES, 951 E ESQUEL ST, UTILITY REFUND</u>	05/17/2022	40.13	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
2004	UTILITY REFUND #9	302632.00		<u>RIVERWOOD HOMES, 951 E ESQUEL ST, UTILITY REFUND</u>	05/17/2022	18.31	.00	<u>25-4700 PRESS, IRRIGATION USER FEES</u>	0	5/22		

City of Kuna

 Payment Approval Report - City Council Approval
 Report dates: 5/13/2022-6/2/2022

 Page: 64
 Jun 02, 2022 03:03PM

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 302632.00:						78.39	.00					
2004	UTILITY REFUND #9	302633.00		<u>STYLISH HOMES, 925 E ESQUEL ST, UTILITY REFUND</u>	05/18/2022	19.41	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	302633.00		<u>STYLISH HOMES, 925 E ESQUEL ST, UTILITY REFUND</u>	05/18/2022	39.61	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
2004	UTILITY REFUND #9	302633.00		<u>STYLISH HOMES, 925 E ESQUEL ST, UTILITY REFUND</u>	05/18/2022	28.12	.00	<u>25-4700 PRESS, IRRIGATION USER FEES</u>	0	5/22		
Total 302633.00:						87.14	.00					
2004	UTILITY REFUND #9	302636.00		<u>RIVERWOOD HOMES, 9060 S CIPOLLETTI WAY, UTILITY REFUND</u>	05/20/2022	38.65	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	302636.00		<u>RIVERWOOD HOMES, 9060 S CIPOLLETTI WAY, UTILITY REFUND</u>	05/20/2022	30.73	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 302636.00:						69.38	.00					
2004	UTILITY REFUND #9	302655.00		<u>STYLISH HOMES, 972 E VIEDMA ST, UTILITY REFUND</u>	05/19/2022	29.81	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	302655.00		<u>STYLISH HOMES, 972 E VIEDMA ST, UTILITY REFUND</u>	05/19/2022	27.82	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 302655.00:						57.63	.00					
2004	UTILITY REFUND #9	303611.00		<u>HUBBLE HOMES, 2727 N RAPID CREEK WAY, UTILITY REFUND</u>	04/25/2022	46.36	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	303611.00		<u>HUBBLE HOMES, 2727 N RAPID CREEK WAY, UTILITY REFUND</u>	04/25/2022	32.78	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 303611.00:						79.14	.00					

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 5/13/2022-6/2/2022

Page: 65
Jun 02, 2022 03:03PM

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	303651.00		<u>HUBBLE HOMES, 2821 N RAPID CREEK WAY, UTILITY REFUND</u>	05/17/2022	36.63	.00	<u>20-4500_METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	303651.00		<u>HUBBLE HOMES, 2821 N RAPID CREEK WAY, UTILITY REFUND</u>	05/17/2022	74.32	.00	<u>21-4600_SEWER USER FEES</u>	0	5/22		
2004	UTILITY REFUND #9	303651.00		<u>HUBBLE HOMES, 2821 N RAPID CREEK WAY, UTILITY REFUND</u>	05/17/2022	36.87	.00	<u>25-4700_PRESS, IRRIGATION USER FEES</u>	0	5/22		
Total 303651.00:						147.82	.00					
2004	UTILITY REFUND #9	303659.00		<u>HUBBLE HOMES, 3009 N RAPID CREEK PL, UTILITY REFUND</u>	05/18/2022	73.23	.00	<u>20-4500_METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	303659.00		<u>HUBBLE HOMES, 3009 N RAPID CREEK PL, UTILITY REFUND</u>	05/18/2022	74.59	.00	<u>21-4600_SEWER USER FEES</u>	0	5/22		
Total 303659.00:						147.82	.00					
2004	UTILITY REFUND #9	303660.00		<u>HUBBLE HOMES, 3025 N RAPID CREEK PL, UTILITY REFUND</u>	05/03/2022	70.06	.00	<u>20-4500_METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	303660.00		<u>HUBBLE HOMES, 3025 N RAPID CREEK PL, UTILITY REFUND</u>	05/03/2022	68.96	.00	<u>21-4600_SEWER USER FEES</u>	0	5/22		
Total 303660.00:						139.02	.00					
2004	UTILITY REFUND #9	303661.00		<u>HUBBLE HOMES, 3041 N RAPID CREEK PL, UTILITY REFUND</u>	05/18/2022	19.26	.00	<u>20-4500_METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	303661.00		<u>HUBBLE HOMES, 3041 N RAPID CREEK PL, UTILITY REFUND</u>	05/18/2022	15.38	.00	<u>21-4600_SEWER USER FEES</u>	0	5/22		
Total 303661.00:						34.64	.00					
2004	UTILITY REFUND #9	303666.00		<u>HUBBLE HOMES, 3040 N RAPID CREEK PL, UTILITY REFUND</u>	04/28/2022	65.48	.00	<u>20-4500_METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	303666.00		<u>HUBBLE HOMES, 3040 N RAPID CREEK PL, UTILITY REFUND</u>	04/28/2022	33.89	.00	<u>26-4975_SOLID WASTE USER FEES</u>	0	5/22		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 5/13/2022-6/2/2022

Page: 66
Jun 02, 2022 03:03PM

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 303666.00:						99.37	.00					
2004	UTILITY REFUND #9	303667.00		<u>HUBBLE HOMES, 3024 N RAPID CREEK PL, UTILITY REFUND</u>	05/19/2022	49.09	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	303667.00		<u>HUBBLE HOMES, 3024 N RAPID CREEK PL, UTILITY REFUND</u>	05/19/2022	44.39	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 303667.00:						93.48	.00					
2004	UTILITY REFUND #9	303668.00		<u>HUBBLE HOMES, 3008 N RAPID CREEK PL, UTILITY REFUND</u>	05/03/2022	104.71	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	303668.00		<u>HUBBLE HOMES, 3008 N RAPID CREEK PL, UTILITY REFUND</u>	05/03/2022	37.81	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 303668.00:						142.52	.00					
2004	UTILITY REFUND #9	303669.00		<u>HUBBLE HOMES, 2992 N RAPID CREEK PL, UTILITY REFUND</u>	05/05/2022	89.09	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	303669.00		<u>HUBBLE HOMES, 2992 N RAPID CREEK PL, UTILITY REFUND</u>	05/05/2022	20.82	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 303669.00:						109.91	.00					
2004	UTILITY REFUND #9	303671.00		<u>HUBBLE HOMES, 2964 N RAPID CREEK WAY, UTILITY REFUND</u>	05/09/2022	108.10	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	303671.00		<u>HUBBLE HOMES, 2964 N RAPID CREEK WAY, UTILITY REFUND</u>	05/09/2022	41.49	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 303671.00:						149.59	.00					
2004	UTILITY REFUND #9	303673.00		<u>HUBBLE HOMES, 2938 N RAPID CREEK WAY, UTILITY REFUND</u>	05/03/2022	106.75	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		

City of Kuna

 Payment Approval Report - City Council Approval
 Report dates: 5/13/2022-6/2/2022

 Page: 67
 Jun 02, 2022 03:03PM

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	303673.00		<u>HUBBLE HOMES, 2938 N RAPID CREEK WAY, UTILITY REFUND</u>	05/03/2022	35.77	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 303673.00:						142.52	.00					
2004	UTILITY REFUND #9	303678.00		<u>HUBBLE HOMES, 672 E WARRIOR BASIN ST, UTILITY REFUND</u>	04/28/2022	52.04	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	303678.00		<u>HUBBLE HOMES, 672 E WARRIOR BASIN ST, UTILITY REFUND</u>	04/28/2022	41.89	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 303678.00:						93.93	.00					
2004	UTILITY REFUND #9	303679.00		<u>HUBBLE HOMES, 686 E WARRIOR BASIN ST, UTILITY REFUND</u>	05/05/2022	105.10	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	303679.00		<u>HUBBLE HOMES, 686 E WARRIOR BASIN ST, UTILITY REFUND</u>	05/05/2022	37.49	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 303679.00:						142.59	.00					
2004	UTILITY REFUND #9	303685.00		<u>HUBBLE HOMES, 2762 N RIDGECREEK AVE, UTILITY REFUND</u>	05/03/2022	89.29	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	303685.00		<u>HUBBLE HOMES, 2762 N RIDGECREEK AVE, UTILITY REFUND</u>	05/03/2022	20.62	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 303685.00:						109.91	.00					
2004	UTILITY REFUND #9	303690.00		<u>HUBBLE HOMES, 685 E WARRIOR BASIN ST, UTILITY REFUND</u>	04/28/2022	42.38	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	303690.00		<u>HUBBLE HOMES, 685 E WARRIOR BASIN ST, UTILITY REFUND</u>	04/28/2022	37.06	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 5/13/2022-6/2/2022Page: 68
Jun 02, 2022 03:03PM

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 303690.00:						79.44	.00					
2004	UTILITY REFUND #9	303691.00		<u>HUBBLE HOMES, 669 E WARRIOR BASIN ST, UTILITY REFUND</u>	05/10/2022	64.08	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	303691.00		<u>HUBBLE HOMES, 669 E WARRIOR BASIN ST, UTILITY REFUND</u>	05/10/2022	66.65	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 303691.00:						130.73	.00					
2004	UTILITY REFUND #9	303695.00		<u>HUBBLE HOMES, 2864 N RAPID CREEK WAY, UTILITY REFUND</u>	05/05/2022	129.67	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	303695.00		<u>HUBBLE HOMES, 2864 N RAPID CREEK WAY, UTILITY REFUND</u>	05/05/2022	60.35	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 303695.00:						190.02	.00					
2004	UTILITY REFUND #9	303696.00		<u>HUBBLE HOMES, 2850 N RAPID CREEK WAY, UTILITY REFUND</u>	05/03/2022	104.09	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	303696.00		<u>HUBBLE HOMES, 2850 N RAPID CREEK WAY, UTILITY REFUND</u>	05/03/2022	33.18	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 303696.00:						137.27	.00					
2004	UTILITY REFUND #9	304525.00		<u>CBH, 2523 E MOON EYE DR, UTILITY REFUND</u>	04/25/2022	12.40	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	304525.00		<u>CBH, 2523 E MOON EYE DR, UTILITY REFUND</u>	04/25/2022	3.67	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 304525.00:						16.07	.00					
2004	UTILITY REFUND #9	304533.00		<u>CBH, 2981 N NEW MORNING AVE, UTILITY REFUND</u>	04/25/2022	45.73	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		

City of Kuna

 Payment Approval Report - City Council Approval
 Report dates: 5/13/2022-6/2/2022

 Page: 69
 Jun 02, 2022 03:03PM

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	304533.00		<u>CBH, 2981 N NEW MORNING AVE. UTILITY REFUND</u>	04/25/2022	31.60	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 304533.00:						77.33	.00					
2004	UTILITY REFUND #9	320222.00		<u>HAYDEN HOMES, 961 N RYDE AVE. UTILITY REFUND</u>	04/25/2022	49.10	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	320222.00		<u>HAYDEN HOMES, 961 N RYDE AVE. UTILITY REFUND</u>	04/25/2022	30.21	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 320222.00:						79.31	.00					
2004	UTILITY REFUND #9	330412.00		<u>TOLL BROS INC, 1222 E SWEET PEARL ST. UTILITY REFUND</u>	05/18/2022	76.47	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	330412.00		<u>TOLL BROS INC, 1222 E SWEET PEARL ST. UTILITY REFUND</u>	05/18/2022	1.91	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 330412.00:						78.38	.00					
2004	UTILITY REFUND #9	330413.00		<u>TOLL BROS INC, 1236 E SWEET PEARL ST. UTILITY REFUND</u>	05/19/2022	82.16	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	330413.00		<u>TOLL BROS INC, 1236 E SWEET PEARL ST. UTILITY REFUND</u>	05/19/2022	9.28	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 330413.00:						91.44	.00					
2004	UTILITY REFUND #9	330451.00		<u>TOLL BROS INC, 1221 E SWEET PEARL ST. UTILITY REFUND</u>	05/03/2022	105.15	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	330451.00		<u>TOLL BROS INC, 1221 E SWEET PEARL ST. UTILITY REFUND</u>	05/03/2022	35.69	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 330451.00:						140.84	.00					
2004	UTILITY REFUND #9	340107.00		<u>CBH, 1472 W CUB RIVER DR, UTILITY REFUND</u>	04/25/2022	71.41	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 5/13/2022-6/2/2022

Page: 70
Jun 02, 2022 03:03PM

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	340107.00		<u>CBH, 1472 W CUB RIVER DR, UTILITY REFUND</u>	04/25/2022	77.26	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 340107.00:						148.67	.00					
2004	UTILITY REFUND #9	340116.00		<u>CBH, 1447 W CUB RIVER DR, UTILITY REFUND</u>	05/03/2022	123.25	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	340116.00		<u>CBH, 1447 W CUB RIVER DR, UTILITY REFUND</u>	05/03/2022	63.09	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 340116.00:						186.34	.00					
2004	UTILITY REFUND #9	340117.00		<u>CBH, 1459 W CUB RIVER DR, UTILITY REFUND</u>	04/28/2022	88.24	.00	<u>20-4500 METERED WATER SALES</u>	0	5/22		
2004	UTILITY REFUND #9	340117.00		<u>CBH, 1459 W CUB RIVER DR, UTILITY REFUND</u>	04/28/2022	65.26	.00	<u>21-4600 SEWER USER FEES</u>	0	5/22		
Total 340117.00:						153.50	.00					
Total UTILITY REFUND #9:						6,512.09	.00					
VALLI INFORMATION SYSTEMS, INC												
857	VALLI INFORMATION SYSTEMS, INC	82005		<u>STATEMENT PRINTING & POSTAGE FOR APRIL'22 - ADMIN</u>	04/30/2022	1,133.06	1,133.06	<u>01-6190 POSTAGE & BILLING</u>	0	5/22	05/13/2022	
857	VALLI INFORMATION SYSTEMS, INC	82005		<u>STATEMENT PRINTING & POSTAGE FOR APRIL'22 - WATER</u>	04/30/2022	1,780.52	1,780.52	<u>20-6190 POSTAGE & BILLING</u>	0	5/22	05/13/2022	
857	VALLI INFORMATION SYSTEMS, INC	82005		<u>STATEMENT PRINTING & POSTAGE FOR APRIL'22 - SEWER</u>	04/30/2022	1,780.52	1,780.52	<u>21-6190 POSTAGE & BILLING</u>	0	5/22	05/13/2022	
857	VALLI INFORMATION SYSTEMS, INC	82005		<u>STATEMENT PRINTING & POSTAGE FOR APRIL'22 - PI</u>	04/30/2022	701.43	701.43	<u>25-6190 POSTAGE & BILLING</u>	0	5/22	05/13/2022	
Total 82005:						5,395.53	5,395.53					

City of Kuna

 Payment Approval Report - City Council Approval
 Report dates: 5/13/2022-6/2/2022

 Page: 71
 Jun 02, 2022 03:03PM

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
857	VALLI INFORMATION SYSTEMS, INC	82008		<u>LOCKBOX TRANSACTIONS FOR APRIL'22 - ADMIN</u>	04/30/2022	42.79	42.79	01-6505 BANK FEES	0	5/22	05/13/2022	
857	VALLI INFORMATION SYSTEMS, INC	82008		<u>LOCKBOX TRANSACTIONS FOR APRIL'22 - WATER</u>	04/30/2022	67.24	67.24	20-6505 BANK FEES	0	5/22	05/13/2022	
857	VALLI INFORMATION SYSTEMS, INC	82008		<u>LOCKBOX TRANSACTIONS FOR APRIL'22 - SEWER</u>	04/30/2022	67.24	67.24	21-6505 BANK FEES	0	5/22	05/13/2022	
857	VALLI INFORMATION SYSTEMS, INC	82008		<u>LOCKBOX TRANSACTIONS FOR APRIL'22 - PI</u>	04/30/2022	26.49	26.49	25-6505 BANK FEES	0	5/22	05/13/2022	
Total 82008:						203.76	203.76					
Total VALLI INFORMATION SYSTEMS, INC:						5,599.29	5,599.29					
VERIZON WIRELESS												
1575	VERIZON WIRELESS	9905264410		<u>MODEMS FOR WELLS, APRIL'22 - WATER</u>	04/28/2022	397.74	397.74	20-6255 TELEPHONE EXPENSE	0	5/22	05/13/2022	
1575	VERIZON WIRELESS	9905264410		<u>MODEMS FOR WELLS, APRIL'22 - PI</u>	04/28/2022	129.49	129.49	25-6255 TELEPHONE EXPENSE	0	5/22	05/13/2022	
1575	VERIZON WIRELESS	9905264410		<u>MODEMS FOR LIFT STATIONS, APRIL'22 - SEWER</u>	04/28/2022	565.92	565.92	21-6255 TELEPHONE EXPENSE	0	5/22	05/13/2022	
Total 9905264410:						1,093.15	1,093.15					
1575	VERIZON WIRELESS	9905430756		<u>CELL PHONE & TABLET SERVICE FOR 04/02/22 - 05/01/22 - ADMIN</u>	05/01/2022	22.57	22.57	01-6255 TELEPHONE	0	5/22	05/13/2022	
1575	VERIZON WIRELESS	9905430756		<u>CELL PHONE & TABLET SERVICE FOR 04/02/22 - 05/01/22 - P&Z</u>	05/01/2022	75.24	75.24	01-6255 TELEPHONE	1003	5/22	05/13/2022	
1575	VERIZON WIRELESS	9905430756		<u>CELL PHONE & TABLET SERVICE FOR 04/02/22 - 05/01/22 - PARKS</u>	05/01/2022	23.32	23.32	01-6255 TELEPHONE	1004	5/22	05/13/2022	

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 5/13/2022-6/2/2022

Page: 73
Jun 02, 2022 03:03PM

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>DEVELOPMENT</u>	05/01/2022	38.72	38.72	01-6255 <u>TELEPHONE</u>	4000	5/22	05/19/2022	
Total 9905430757:						1,045.46	1,045.46					
1575	VERIZON WIRELESS	9905430758		<u>CELL PHONE SERVICE FOR 04/02/2022 - 05/01/2022 - ADMIN</u>	05/01/2022	93.96	93.96	01-6255 <u>TELEPHONE</u>	0	5/22	05/13/2022	
1575	VERIZON WIRELESS	9905430758		<u>CELL PHONE SERVICE FOR 04/02/2022 - 05/01/2022 - P&Z</u>	05/01/2022	36.81	36.81	01-6255 <u>TELEPHONE</u>	1003	5/22	05/13/2022	
1575	VERIZON WIRELESS	9905430758		<u>CELL PHONE SERVICE FOR 04/02/2022 - 05/01/2022 - PARKS</u>	05/01/2022	311.82	311.82	01-6255 <u>TELEPHONE</u>	1004	5/22	05/13/2022	
1575	VERIZON WIRELESS	9905430758		<u>CELL PHONE SERVICE FOR 04/02/2022 - 05/01/2022 - BUILDING INSPECTION</u>	05/01/2022	82.06	82.06	01-6255 <u>TELEPHONE</u>	1005	5/22	05/13/2022	
1575	VERIZON WIRELESS	9905430758		<u>CELL PHONE SERVICE FOR 04/02/2022 - 05/01/2022 - WATER</u>	05/01/2022	187.18	187.18	20-6255 <u>TELEPHONE EXPENSE</u>	0	5/22	05/13/2022	
1575	VERIZON WIRELESS	9905430758		<u>CELL PHONE SERVICE FOR 04/02/2022 - 05/01/2022 - SEWER</u>	05/01/2022	302.06	302.06	21-6255 <u>TELEPHONE EXPENSE</u>	0	5/22	05/13/2022	
1575	VERIZON WIRELESS	9905430758		<u>CELL PHONE SERVICE FOR 04/02/2022 - 05/01/2022 - PI</u>	05/01/2022	52.87	52.87	25-6255 <u>TELEPHONE EXPENSE</u>	0	5/22	05/13/2022	
Total 9905430758:						1,066.76	1,066.76					
Total VERIZON WIRELESS:						3,596.61	3,596.61					
W.W. GRAINGER												
162	W.W. GRAINGER	9307037839		<u>BIN/SHELVING FOR NEW BUILDING, T.SHAFFER, MAY'22</u>	05/10/2022	1,344.18	.00	21-6140 MAINT & <u>REPAIR BUILDING</u>	0	5/22		
Total 9307037839:						1,344.18	.00					
Total W.W. GRAINGER:						1,344.18	.00					

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 5/13/2022-6/2/2022

Page: 74
Jun 02, 2022 03:03PM

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
WESTERN STATES EQUIPMENT CO.												
98	WESTERN STATES EQUIPMENT CO.	IN002027414	13697	<u>GENERATOR REPAIRS AT DISCOVERY LIFT STATIONS, T.FLEMING, MAY'22</u>	05/24/2022	2,335.39	.00	<u>21-6150 M & R - SYSTEM</u>	0	5/22		
Total IN002027414:						2,335.39	.00					
98	WESTERN STATES EQUIPMENT CO.	IN002027416	13697	<u>GENERATOR REPAIRS AT 10 MILE LIFT STATIONS, T.FLEMING, MAY'22</u>	05/24/2022	514.80	.00	<u>21-6150 M & R - SYSTEM</u>	0	5/22		
Total IN002027416:						514.80	.00					
Total WESTERN STATES EQUIPMENT CO.:						2,850.19	.00					
WEX BANK												
1234	WEX BANK	81285678		<u>FUEL, MAY'22 - ADMIN</u>	05/31/2022	17.31	.00	<u>01-6300 FUEL</u>	0	5/22		
1234	WEX BANK	81285678		<u>FUEL, MAY'22 - P&Z</u>	05/31/2022	6.18	.00	<u>01-6300 FUEL</u>	1003	5/22		
1234	WEX BANK	81285678		<u>FUEL, MAY'22 - PARKS</u>	05/31/2022	188.14	.00	<u>01-6300 FUEL</u>	1004	5/22		
1234	WEX BANK	81285678		<u>FUEL, MAY'22 - BUILDING INSPECTION</u>	05/31/2022	312.04	.00	<u>01-6300 FUEL</u>	1005	5/22		
1234	WEX BANK	81285678		<u>FUEL, MAY'22 - WATER</u>	05/31/2022	571.28	.00	<u>20-6300 FUEL</u>	0	5/22		
1234	WEX BANK	81285678		<u>FUEL, MAY'22 - SEWER</u>	05/31/2022	16.07	.00	<u>21-6300 FUEL</u>	0	5/22		
1234	WEX BANK	81285678		<u>FUEL, MAY'22 - P.I</u>	05/31/2022	144.99	.00	<u>25-6300 FUEL</u>	0	5/22		
Total 81285678:						1,256.01	.00					
Total WEX BANK:						1,256.01	.00					
WHITE, PETERSON, GIGRAY, & NICHOLS P.A.												
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	04302022W9G		<u>LEGAL FEES & EXPENSES FOR APRIL, '2022</u>	04/30/2022	3,609.75	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	0	5/22		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 5/13/2022-6/2/2022

Page: 75
Jun 02, 2022 03:03PM

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
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	04302022W9G		<u>LEGAL FEES & EXPENSES FOR APRIL, '2022-P&Z</u>	04/30/2022	3,379.50	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	1003	5/22		
Total 04302022W9GN:						6,989.25	.00					
Total WHITE, PETERSON, GIGRAY, & NICHOLS P.A.:						6,989.25	.00					
Grand Totals:						<u>923,267.67</u>	<u>457,397.29</u>					

Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

BEFORE THE CITY COUNCIL OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATIONS OF) **Case Nos. 21-04-S**
) **(Preliminary Plat)**
)
M3 ID VALOR GOLF VILLAGES, LLC) **FINDINGS OF FACT,**
) **CONCLUSIONS OF LAW, AND**
) **ORDER OF APPROVAL OF**
) **PRELIMINARY PLAT**
 For Subdivision Preliminary Plat Request) **APPLICATION.**

THESE MATTERS came before the City Council for Public Hearing on February 1, 2022 and tabled to February 15, 2022, for receipt and consideration by the City Council of these Findings of Fact, Conclusions of Law and Order of Decision for the above referenced application. The City Council does now hereby make and set forth the Record of Proceedings, and these Findings of Fact, Conclusions of Law, and their Order of Decision (FCO’S).

**I
 RECORD OF PROCEEDINGS**

The record of proceedings of the above-referenced matter consists of the follow, to-wit:

1.1 Exhibits:

<i>DESCRIPTION OF EVIDENCE</i>		Withdrawn	Refused	Admitted
1.1	Staff Report			X
2.1	P n Z Application Coversheet			X
2.2	Preliminary Plat Application			X
2.3	Design Review Application			X
2.4	Narrative			X
2.5	Vicinity Map – 1/2 mile radius			X
2.6	Vicinity Map – Site			X
2.7	Legal Description			X
2.8	Warranty Deed One			X
2.9	Warranty Deed Two			X
2.10	Warranty Deed Three			X

2.11	Affidavit of Legal Interest			X
2.12	Neighborhood Meeting Certification			X
2.13	Subdivision Name Reservation			X
2.14	Preliminary Plat			X
2.15	UPDATED Preliminary Plat – Reflects ACHD changes.			X
2.16	Landscape Plan			X
2.17	Common Lots Maintenance Agreement (CC&R's)			X
2.18	Commitment to Post Property			X
2.19	TIS Executive Summary			X
2.20	Agency Transmittal (Request for Comments)			X
2.21	City Engineer			X
2.22	ACHD (Ada County Highway District)			X
2.23	Ada County Development Services			X
2.24	CDHD (Central District Health Department)			X
2.25	COMPASS (Community Planning Association of Southwest Idaho)			X
2.26	DEQ (Department of Environmental Quality)			X
2.27	KRFD (Kuna Rural Fire District)			X
2.28	KSD (Kuna School District)			X
2.29	PnZ Kuna Melba News			X
2.30	PnZ Land Owner Mailer			X
2.31	PnZ Website Notice			X
2.32	PnZ Proof of Property Posting			X
2.33	PnZ Commission FCO's			X
2.34	PnZ Meeting Minutes From 12.14.21			X
2.35	CC Kuna Melba News			X
2.36	CC Land Owner Mailer			X
2.37	CC Website Notice			X
2.38	CC Proof of Property Posting			X
2.39	Kuna School District No. 3 UPDATED Memo			X

1.2 Hearings

- 1.2.1** The City Council first heard this application February 1, 2022. At the public hearing it was continued to February, 15, 2022. The FCO's have been requested to go to the City Council on June 1, 2022. A Neighborhood Meeting was held April 5, 2021, seven (7) residents attended the meeting. A legal notice was published in the Kuna Melba Newspaper on January 12, 2022. The applicant posted sign on the property on January 14, 2022. Neighborhood Notices were mailed to land owners within 300-FT of the proposed project site on January 18, 2022.

1.3 Witness Testimony

1.3.1 Those who testified at the Council’s February 1, 2022, hearing are as follows, to-wit:

- 1.3.1.1** City Staff:
Troy Behunin, Planner III
- 1.3.1.2** Appearing for the Applicant:
Travis Jeffers, M3 Companies, 1673 Shoreline Dr, Suite 200
Boise, ID 83702 - Testified
- 1.3.1.3** Appearing In Favor: None
- 1.3.1.4** Appearing For Neutral:
Dave Reinhart, Kuna School District No. 3 - Testified
- 1.3.1.5** Appearing In Opposition: None

1.3.2 Those who testified at the Council’s February 15, 2022, hearing are as follows, to-wit:

- 1.3.2.1** City Staff:
Jace Hellman, Planning Director
- 1.3.2.2** Appearing for the Applicant:
Travis Jeffers, M3 Companies, 1673 Shoreline Dr, Suite 200
Boise, ID 83702 – Testified
- 1.3.2.3** Heathe Clark, Clark Wardle, LLP, 251 E Front Street, Suite 310,
Boise, ID 8370 – Testified
- 1.3.2.4** Mark Tate, M3 Companies, 1673 Shoreline Dr, Suite 200
Boise, ID 83702 – Testified
- 1.3.2.5** Appearing In Favor: None
- 1.3.2.6** Appearing For Neutral:
Dave Reinhart, Kuna School District No. 3 – Testified
- 1.3.2.7** Wendy Johnson, Kuna School District No. 3 – Testified
- 1.3.2.8** Richard Durrant, 7590 S Ten Mile Rd., Meridian, ID 83634 – Testified
- 1.3.2.9** Layne Saxton, 1185 S Ash Ave., Kuna, ID 83634 – Testified
- 1.3.2.10** 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 RECCOMENDED 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 February 1, 2022, hearing for the Falcon Crest Golf Villages 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>	January 12, 2022

3.1.2.2 Notice for the February 1, 2022, hearing containing the description of the proposed Preliminary Plat, was mailed on January 18, 2022, 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 February 1, 2022, hearing was posted on a sign in accordance with Kuna City Code (KCC) 5-1A-8, on January 14, 2022. A Proof of Property Posting was provided to staff on January 14, 2022.

3.1.2.4 Notice for the February 1, 2022, hearing was posted on the City Website.

3.2 Findings Regarding the Preliminary Plat

3.2.1 The land proposed for subdivision is proposed on one parcel *approximately* (approx.) 86.90 acres. The parcel involved is listed below:

Property Owner	Parcel Size:	Current Zone	Parcel Number
M3 ID Valor Golf Villages, LLC	86.90 ac	R-6 (MDR) R-12 (HDR)	S1422110300

3.2.2 The proposal is for subdivision approval for approx. 86.90 acres using two residential zones, R-6 Medium Density Res. (MDR) and R-12 High Density Res. (HDR).

3.2.3 The existing land uses and zoning district classifications for lands surrounding the subject parcels are as follows:

North	R-6	Medium Density Residential– Kuna City
South	R-6	Medium Density Residential– Kuna City

East	R-6 RR	Medium Density Residential– Kuna City Rural Residential – Ada County
West	R-6	Medium Density Residential– Kuna City

- 3.2.4** All technical requirements listed in Kuna City Code (KCC) 6-2-3 have been provided and are within the Preliminary Plat application.
- 3.2.5** The subject site is located near the northeast corner (NEC) of Cloverdale Road and Kuna Road.
- 3.2.6** Ada County Highway District (ACHD) previously reviewed this site as a portion of the Falcon Crest Master Plan Community in September 2018. The requirements of their staff report have been updated to reflect current District policies and the site plan. The proposed subdivision is phase 3 of the Falcon Crest Master Plan.
- 3.2.7** The proposed development includes 0.4 miles of new public road.
- 3.2.8** This development is estimated to generate 2,483 vehicle trips per day; 246 vehicle trips per hour in the PM peak hour, based on the traffic study.
- 3.2.9** It is recommended the applicant restripe the center median of Meridian Road (State Highway 69) to provide a two-stage left-turn movement from Kuna Road onto Meridian Road (SHW 69) for existing traffic, 2025 background and 2025 total traffic conditions.
- 3.2.10** To ensure that improvements are made when necessary to serve the site, the applicant should be required to submit an updated intersection analysis for the Cloverdale Road/Columbia Road intersection prior to ACHD’s signature on the final plat that contains the 200th building lot or with the review of a full TIS (Traffic Impact Study) for a future phase of the Falcon Crest Master Planned development if that TIS is submitted prior to final platting of the 200th building lot within this preliminary plat.
- 3.2.11** If it is determined through the analysis that improvements are needed, then the applicant should be required to install an interim signal within the existing rights-of-way at the intersection, prior to plan approval and ACHD’s signature on the plat that contains the 200th building lot.
- 3.2.12** The TIS recommends that delineated approach signage for golf cart crossings should be provided for the four (4) proposed crossings on the proposed local public street within the site.
- 3.2.13** District policy 7206.2.1 states that the developer is responsible for improving all collector frontages adjacent to the site or internal to the development as required, regardless of whether access is taken to all of the adjacent streets.
- 3.2.14** District policy 7206.5.6 requires a concrete sidewalk at least 5 feet wide to be constructed on both sides of all collector streets. A parkway strip at least 6 feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. KCC requires eight-foot (8’) detached sidewalks on classified roads.

- 3.2.15** Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.
- 3.2.16** Golf cart path crossings on Tiercel Drive are prohibited.
- 3.2.17** Staff recommends the applicant should be required to construct a secondary access by constructing the off-site portion of the east/west collector, Harrier Drive to the east and construct Five Mile Road from Kuna Road to intersect the east/west collector roadway, Harrier Drive to provide connectivity to Kuna Road prior to ACHD's signature on the plat that contains the 100th lot. Or, as an alternative, the applicant may stop final platting until the secondary public street access is available to Kuna Road.
- 3.2.18** As noted in the TIS, Tiercel Dr. is anticipated to exceed ACHD's threshold of 3,000 vehicle trips per day on a single access point. To ensure that Tiercel Dr. does not exceed the Average Daily Trips (ADT) threshold of 3,000 vehicle trips per day, the applicant should be required to provide an updated traffic count for Tiercel Dr. when 133 lots are platted in the Falcon Crest Golf Villages, as this coincides with Phase 4 of the preliminary plat.
- 3.2.19** The applicant's proposal to construct the east/west collector roadway located at the site's south property line to intersect the Golf Course Access Road (Tierce Dr.) as a 36 foot-wide collector streets section with vertical curb, gutter, an eight foot-wide (8') planter strip and 5 foot wide detached concrete sidewalk within 70 feet of right-of-way meets District policy and should be approved. KCC requires eight-foot (8') detached sidewalks on classified roads.
- 3.2.20** District policy 7207.3.3 states that if a proposed development only has one (1) access to a public street that is a local street, or if it proposes to extend public streets from one existing development with only one (1) local street access to the public street system, the maximum forecast ADT to be allowed at any point on a local street access is 1,000 and is subject to fire department requirements for the provision of a secondary access. This volume may be reduced or increased based on information received from the lead land use agency, the applicable fire department, and/or EMS.
- 3.2.21** ACHD staff recommends the applicant be required to construct private roads within the (majority of the) site.
- 3.2.22** The following requirements must be met if the applicant wishes to dedicate the roadway to ACHD:
- Dedicate a min. of 50 feet of right-of-way for the road,
 - Construct the roadway to the minimum ACHD requirements,
 - Construct a stub street to the surrounding parcels.
- 3.2.23** Tiercel Drive is not proposed to be extended further into the site as part of future phases; therefore, the applicant should redesign Tiercel Drive to terminate at the intersection with Harrier Drive and not look like a stub street. To ensure there is a clear distinction between the terminus of the public street and the extension of the private road, the applicant's proposal to construct a bulb-out and a stamped concrete or colored concrete pedestrian crossing located outside of the right-of-way of Tiercel Drive at the north leg of the intersection should be approved, as proposed.

3.3 Testimony of the City Planner

3.3.1 Conclusions: The City Planner, in a staff memo to the City Council dated February 1, 2022, confirmed 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 April 5, 2021; with seven (7) attendees. Meeting minutes have been provided as a part of this packet.

3.3.1.2 The applicant proposes to subdivide approximately 86.90 acres into 291 Residential lots, 43 common lots and 18 common driveways. These lands were annexed into the City of Kuna limits in February 2019, and have two (2) zones; R-6, MDR, and R-12, (HDR. The overall gross density of the project is proposed at 3.38 dwelling units per acre (DUA).

3.3.1.3 13.29 acres, or 15+ percent of the project, is proposed to be usable open space, including all buffers, parks, and pathways. Pathways are provided throughout the subdivision to provide pedestrian connectivity. Staff recommends additional paved walking surfaces be added to open spaces. Staff specifically requests paved surfaces for pedestrians for the following Lot and Blocks:

- Block 7, Lot 11 to lot 2 or 19;
- Block 56, from Portstewart Ave. to the Cul-de-sac; and
- Connect the proposed path in Block 6, to Auodlhya Street.

KCC 5-17-12-D requires developments with a range of 250 - 300 homes/dwelling units to devote 9.50% of the development area to useable open space; staff views the proposed open space for *Falcon Crest Golf Villages* to be in compliance with Kuna City Code (KCC). KCC requires sidewalks on collectors to be a minimum of eight (8) feet. Staff requires detached eight foot-wide (8') sidewalks on both sides of Tiercel and Harrier Drives as these streets will both function as Collector Roads.

3.3.1.4 The proposed Subdivision is within the Orchard Lift Station Sewage Basin which has available capacity and the sewer line is currently being extended to W Tiercel Drive. Sewer and water flow models will be required to verify pipe sizes and shall be paid by developer.

3.3.1.5 ACHD policies do not allow for S Cabot Cliffs Way to be public due to estimated vehicle trips exceeding policy thresholds. However, the Falcon Crest PUD project was previously approved (2019; 18-04-S & 18-02-PUD) to allow for private streets on a case-by-case basis. Due to site constraints and the inability to provide a connection to neighboring parcels, ACHD will not accept streets downstream from S Cabot Cliffs Way. The Applicant should be conditioned to construct S Cabot Cliffs Way and all downstream streets to City and ACHD standards in the event that in the future ACHD will accept the streets.

3.3.1.6 KCC 6-3-3 states cul-de-sacs must be 500 feet or shorter. In 2019 (18-04-S & 18-02-PUD), the applicants modification request of KCC 6-3-3, from 500 feet Max. to 700 feet was approved. However, the approved language requires KRFD approval & EMS access.

- 3.3.1.7** The installation of streetlights is a required public improvement listed under Kuna City Code 6-4-2. The applicant will be required to ensure street lights are at a maximum spacing not exceeding 250 ft. The final location of street lights will be approved at the time of construction document review. Staff notes all streetlights must be designed and installed according to “Dark Sky” standards.
- 3.3.1.8** Kuna’s Comprehensive Plan (Comp Plan) encourages a variety of housing types for all income levels, open space and pathways numerous times throughout the document. Pertinent sections of the Comp Plan are included below in Section VIII (8) of this staff report.
- 3.3.2 Staff Recommendations:** As a result of the review, Planner III, Troy Behunin, recommended if the City Council Approved Case Nos. 21-04-S (Preliminary 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 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 Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna 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 (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 Kuna Municipal Pressure Irrigation System of the City (KMIS).
- 3.3.2.5** Developer/Owner/Applicant shall be required to participate, as determined by the City Engineer, in the development of additional lift station capacity.
- 3.3.2.6** Developer/Owner/Applicant shall not submit an application for final plat until the City's Public Works Director issues a Will-Serve Letter to the Applicant stating the City's Orchard Street Lift Station or any other City appurtenance has capacity to accept the wastewater discharged from the proposed development.
- 3.3.2.7** In the event a Will-Serve Letter is not issued within the time the Applicant is required to record a final plat, the Applicant shall have good cause and be eligible to receive, pursuant to KCC § 6-2-3 (J), a time extension to file a final plat up to and until a Will-Serve Letter has been issued.
- 3.3.2.8** Buffers, curb, gutter and sidewalk (attached and detached) shall be installed in accordance with Kuna City Code Title 5 Chapter 17 and Title 6 Chapter 4.
- 3.3.2.9** Developer/Owner/Applicant shall work with Ada County Highway District and the City of Kuna to complete all required traffic mitigation improvements to the surrounding roadways and intersections as detailed in the Ada County Highway District staff report.
- 3.3.2.10** Developer/Owner/Applicant is conditioned to follow ACHD's site specific conditions of approval, unless the City of Kuna's standards are stricter.
- 3.3.2.11** Developer/Owner/Applicant shall install a sign at the terminus of every proposed stub street stating these roads will continue in the future. Developer/Owner/Applicant shall obtain proper language from Ada County Highway District.
- 3.3.2.12** Developer/Owner/Applicant shall work with staff in order to provide final locations of street lights as required by KCC.
- 3.3.2.13** Street lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Sky practices.

- 3.3.2.14** Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted).
- 3.3.2.15** 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.
- 3.3.2.16** Landscaping shall not 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.
- 3.3.2.17** Developer/Owner/Applicant shall install sod wherever the landscape plan identifies “Lawn” and provide staff an updated landscaping plan accommodating the requested change.
- 3.3.2.18** All signage within/for the project shall comply with Kuna City Code, and shall be approved through the applicable sign approval process listed in KCC 5-10.
- 3.3.2.19** If any revisions are made, the applicant shall provide the Planning and Zoning Staff with a revised copy of the preliminary plat. Any revisions of the plat are subject to administrative determination to rule if the revision is substantial.
- 3.3.2.20** 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.
- 3.3.2.21** Developer/Owner/Applicant and/or any future assigns having an interest in any of the subject properties shall be subject to all provisions required within an applicable Development Agreement.
- 3.3.2.22** Developer/Owner/Applicant shall follow staff, City Engineers and other agency recommended requirements as applicable.
- 3.3.2.23** Developer/Owner/Applicant shall comply with all local, state and federal laws.
- 3.3.2.24** Applicant will install paved surfaces for pedestrians for the following Lot and Blocks:
 - Block 7, Lot 11 to lot 2 or 19;
 - Block 56, from Portstewart Ave. to the Cul-de-sac; and
 - Connect the proposed path in Block 6, to Auodlhya Street.
- 3.3.2.25** Applicant shall work with the City of Kuna on pathway development dependent on topography.
- 3.3.2.26** KCC requires separated eight (8) foot sidewalks on both sides for Tiercel and Harrier Drives.

- 3.3.2.27** It is the responsibility of the developer or his engineer to coordinate and design to the stricter requirement between agencies and the City of Kuna standards for the entire development.
- 3.3.2.28** Developer/Owner/Applicant/Contractors are all hereby notified of Kuna's working hours. Construction of any kind shall only be conducted within the hours specified in KCC. Noises and other public nuisances/distractions outside of this time frame are subject to lawful penalties.
- 3.3.2.29** Developer/Owner/Applicant is hereby notified of Kuna's weed control policies and requirements (KCC 8-1-3). Weeds, grasses, vines or other growth which endanger property or are over twelve (12) inches in height shall be continuously cut down, weeded out, sprayed, burned, removed or destroyed throughout all seasons.
- 3.3.2.30** Developer/Owner/Applicant should is conditioned to construct S. Cabot Cliffs Way and all downstream streets to City and ACHD standards in the event that in the future ACHD will accept the streets.
- 3.3.2.31** Developer/Owner/Applicant shall work with Kuna School District No. 3 to ensure future potential students are served.
- 3.3.2.32** If required, by the City, ACHD or The ITD, applicant will use the findings for the Meridian Road Alignment Study (to be completed in 2022), to work through and apply mitigation measures as necessary.
- 3.3.2.33** Golf Cart crossings must be approved by ACHD project wide.
- 3.3.2.34** If there are more than 3,000 trips on Tiercel Drive, then construct secondary public street access to the site by constructing the off-site portion of Harrier Drive to the east and construct Five Mile Road from Kuna Road to intersect Harrier Drive with 30-feet of pavement plus a 3-foot gravel shoulder (See image C4b). Or construct a secondary access onto Kuna Road with connection through a collector or local roadway system north to Harrier Drive, as conceptually shown on page 14 above. As an alternative, the applicant may stop final platting until the secondary access is constructed to provide access to Kuna Road.
ACHD may also recommend to the City of Kuna that they withhold certificates of occupancy for single family residential units until the secondary public street access has been constructed.
From ACHD Final Staff Report, Page 19, D: Site Specific Conditions of Approval, Number 3.

3.4 Other Testimony

- 3.4.1** 02/01/2022 Public Hearing – Travis Jeffers, M3 Companies, LLC, 1087 W River St. Ste., 310, Boise, ID, presented an overview of the proposed project and some of the previous overall projects history, including amenities of the project, and village densities. He explained how the previously approved Development Agreement allows for design flexibilities, and how the densities for each village within the overall project can be designed. He explained M3 estimates phase one will be complete by end of Summer 2022.

He stated the open space is over 15 percent, he listed the rest of the amenities and explained why ACHD requires the roads to be private. He listed three (3) staff conditions M3 would like clarified or altered; 5.14, 5.1.11 and 5.1.12. He then ended and stood for questions.

- 3.4.2** 02/01/2022 Public Hearing – Dave Reinhart, Kuna School District No.3 (KSD), stated the KSD stands by their submitted letters and that the KSD has worked with the developer to define a more specific number of estimated school age children for the 55+ village to a new standard of .30 children per household. He stated even with the adjusted number of children per house, as a whole, the subdivision is beyond their ability to serve without going to voters for a bond. They have met with the developer and have not been able to work out a partnership as of the hearing.
- 3.4.3** 2/15/2022 Public Hearing - Dave Reinhart, Kuna School District No.3 (KSD), stated the KSD submitted a follow-up letter following a request from Council at the last hearing. Dave asked the Council to give the latest letter the same attention given to other agencies comments. Dave reiterated that the KSD is unable to serve this subdivision without voters approving a bond. Dave stated the KSD is working to provide comments on all projects which impact the service they provide.
- 3.4.4** 2/15/2022 Public Hearing – Richard Durrant, 7590 S Ten Mile Rd., Meridian, ID, stated everyone knows the importance of the Kuna School District No.3 (KSD), and appreciates good education, and is trying to ensure a valuable education. He stated his concern about growth in Kuna, and the lack of parks and how kids need them, and he is disappointed in the lack of parks.
- 3.4.5** 2/15/2022 Public Hearing – Layne Saxton, 1185 S Ash Ave., Kuna, ID, stated he retired from the KSD in 2015 and while employed with the KSD, he was involved with KSD project development among other things and how he worked hard to get green spaces into Kuna City Code (KCC) based on the number of homes. He testified bonds in the past have passed without much trouble. He stated how past school development and greenspaces and donations for the KSD helped the district.
- 3.4.6** 2/15/2022 Public Hearing - Clark Wardle, LLP, 251 E Front St., Ste. 310, Boise, ID, clarified that everyone agrees schools are important and need support, but that should all happen the right way. He listed the previously obtained entitlements and highlighted the Development Agreement is a significant document; it outlines improvements required by the developer. He testified the preliminary plat is before the Council for technical compliance review only. He stated this is the third (3rd) plat to come before the Council. He testified the questions from the KSD in their letters, were answered a few years ago with the original approvals. He testified his client is willing to sit down and talk with the KSD and requested approval so the project can move forward.
- 3.4.7** 2/15/2022 Public Hearing - Mark Tate - M3 Companies, 1673 Shoreline Dr, Suite 200 Boise, ID, testified that he echoes Heathe Clarks testimony, and how M3 Companies value the KSD. He testified they have met numerous times with the KSD and will continue to support the district. He noted Council Member Laraway's question to the applicant about their district plan. He also testified the preliminary plat is before the Council for technical compliance review only.
- 3.4.8** 2/15/2022 Public Hearing – Superintendent Wendy Johnson, Kuna School District No.3 (KSD), testified the last bond was 2017 and passed by eleven (11) votes.

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.

V
CONCLUSIONS OF LAW
RE: APPLICATION FOR APPLICATION FOR PRELIMINARY PLAT

- 5.1** The City of Kuna has authority to approve Preliminary Plats within its boundaries pursuant to I.C. §50-13 & 67-65.
- 5.2** I Kuna City Code, Title 1, Chapter 14, Section 3, states that Preliminary 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
RE: APPLICATION FOR PRELIMINARY 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** The Preliminary Plat Application (Case No. 21-04-S) is hereby *Approved*.

BY ACTION OF THE CITY COUNCIL of the City of Kuna at its regular meeting held on the 7th day of June, 2022.

 Joe Stear, Mayor

**RESOLUTION NO. R30-2022
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE “KUNA-VEOLIA WATER SERVICE AREA AGREEMENT” WITH VEOLIA WATER IDAHO, INC; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

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

Section 1. The Kuna-Veolia Water Service Area Agreement is entered into by and between the City of Kuna, a municipal corporation of the State of Idaho and Veolia Water Idaho, Inc (formerly SUEZ Water Idaho, Inc) and Idaho corporation, in substantially the format as attached hereto as “**EXHIBIT A**”, is hereby approved.

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

PASSED BY THE COUNCIL of Kuna Idaho this 7th day of June, 2022.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of June, 2022.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

2022 KUNA-VEOLIA WATER SERVICE AREA AGREEMENT

This 2022 KUNA-VEOLIA WATER SERVICE AREA AGREEMENT (“Agreement”) is entered into by and between the City of Kuna, a municipal corporation of the State of Idaho (hereinafter “Kuna”) and Veolia Water Idaho, Inc. (formerly SUEZ Water Idaho Inc.), an Idaho corporation (hereinafter “Veolia”). Kuna and Veolia are sometimes referred to as the “Party” or “Parties,” as the case may be.

RECITALS:

1. Both Kuna and Veolia own and operate municipal water supply systems in Ada County.
2. In the *2018 Mutual Cooperation Agreement* finalized on December 18, 2018, Kuna and Veolia agreed to commit in good faith to negotiate a Service Area Agreement that will delineate their respective water service areas.
3. Veolia is authorized to provide municipal water to customers within its “Certificated Area” as approved by the Idaho Public Utilities Commission.
4. Pursuant to the Idaho Municipal Water Rights Act of 1996, Veolia has established a “Planning Area” extending beyond its Certificated Area to which it anticipates extending service in the coming years. Any expansion of the Service Area is subject to approval by the Idaho Public Utilities Commission.
5. The boundary of Veolia’s Certificated Area is shown on Exhibit A with a solid blue line, and the boundary of its Planning Area is shown with a blue dashed line. Veolia’s Planning Area includes all of its Certificated Area as well as some additional areas. The portion of Veolia’s Planning Area that is depicted on Exhibit A is identical to Veolia’s Certificated Area except that the Planning Area includes some additional area to the south of the southern boundary of the Certificated Area. In some portions of the Exhibit A map, the combined boundary of the Certificated Area and Planning Area overlap other boundaries depicted on the map. For clarification, the combined boundary of the Planning Area and the Certificated Area follows (1) the southern and western boundaries of the Kuna Addition and (2) the eastern boundary of the Veolia Addition.
6. Kuna provides municipal water to customers within its “Corporate Limits” (aka city limits).
7. Pursuant to Idaho Code § 42-202B(9), Kuna may extend municipal water service to customers within its established planning area so long as the delivery system outside of the Corporate Limits is physically connected to the delivery system within its Corporate Limits.
8. Kuna has proposed modifying its Area of City Impact (“Proposed Area of City Impact”) and is awaiting approval thereof by Ada County.

9. Kuna's Proposed Area of City Impact is shown on Exhibit A as the area to the southwest of the dashed red line.
10. The boundary for Kuna's current Corporate Limits is depicted on Exhibit A with a shaded red area.
11. To some extent, Veolia's Planning Area and/or Certificated Area overlap Kuna's Corporate Limits and/or Proposed Area of City Impact. These overlap areas are: the southernmost Gray Area, the Yellow Area, and the Kuna Addition. In addition, this Agreement addresses two areas that are not currently overlapped: the Veolia Addition and the two uppermost Gray Areas.
12. The two northernmost Gray Areas (see section 19 of this Agreement) shown on Exhibit A lie outside of Kuna's Proposed Area of City Impact and outside of Veolia's Certificated Area.
13. The overlap between the area within Kuna's Corporate Limits and Veolia's Certificated Area is depicted as the Kuna Addition on Exhibit A (see section 20 of this Agreement).
14. The overlap between Kuna's Proposed Area of City Impact and Veolia's Certificated Area is depicted as the Yellow Area on Exhibit A (see section 22 of this Agreement).
15. The overlap between Kuna's Proposed Area of City Impact and Veolia's Planning Area roughly corresponds to the large southernmost Gray Area depicted on Exhibit A (see section 19 of this Agreement).
16. The Veolia Addition (see section 21 of this Agreement) depicted on Exhibit A lies outside of Veolia's Certificated Area and Planning Area. It is partially within and partially outside of Kuna's Corporate Limits. The boundary of the Veolia Addition is marked by a green line. The eastern boundary corresponds to the blue line marking Veolia's Certificated Area.
17. Pursuant to the above-referenced *2018 Mutual Cooperation Agreement*, Kuna and Veolia have worked in good faith to address current and potential future areas of service area conflict, and now wish to enter into this Agreement in order to more clearly define their respective water service areas, and to establish protocols, procedures, and criteria applicable to any change in their respective service areas.

TERMS OF AGREEMENT:

NOW, THEREFORE, in consideration of the following mutual covenants, promises, and agreements between the Parties, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

18. Continued Service: Except as otherwise provided in this Agreement or any written amendment thereto, Veolia shall have the exclusive right to provide water service to existing and future municipal customers within its current Certificated Area and its Planning Area, and Kuna shall have the exclusive right to provide water service to existing and future municipal customers within its Corporate Limits and its Proposed Area of City Impact. The Parties' right to provide municipal water service to three areas in which there is overlap (the southernmost Gray Area, the Yellow Area, and the Kuna Addition) and in the three non-overlapped areas (the Veolia Addition and the two uppermost Gray Areas) shall be determined as set out in the sections below.
19. Gray Areas: With respect to the three areas shown as the Gray Areas on Exhibit A, the Party which has facilities available in the vicinity or is otherwise most easily, efficiently, and reliably able to serve customers, shall provide water service to that area. Any disagreement regarding the Gray Areas shall be resolved pursuant to section 37 of this Agreement ("Dispute Resolution") and any other applicable provision.
20. Kuna Addition: Kuna shall have the exclusive right to provide water service to the quarter section shown as the Kuna Addition on Exhibit A.
21. Veolia Addition: Veolia shall have the exclusive right to provide water service to the area shown as the Veolia Addition on Exhibit A. This area is within the Proposed Kuna Area of City Impact and outside Veolia's Certificated Area and Planning Area.
22. Yellow Area: Veolia shall have the exclusive right to provide water service to the area shown as the Yellow Area on Exhibit A.
23. Boundary Zone Adjustments: From time to time the Parties may agree to make adjustments along their service area boundaries where they determine that water service can more easily, efficiently, and reliably be served by the other Party because infrastructure is already in place or for other reasons. Such adjustments to service boundaries may be effected by written agreement executed by both Parties. Amendment of this Agreement is not required.
24. Areas Outside Area of City Impact: Except for the two northernmost Gray Areas (which are addressed in sections 12 and 19 of this Agreement), Veolia shall have the exclusive right, as between Kuna and Veolia, to serve areas outside of Kuna's Corporate Limits and its Area of City Impact, as those areas may evolve

over time, and Kuna agrees not to oppose or protest any filing by Veolia with the Idaho Department of Water Resources or the Idaho Public Utilities Commission in connection with such service except on grounds unrelated to the allocation of service area in this Agreement.

25. *Increase in Area of City Impact*: In the event Kuna extends its approved Area of City Impact beyond the Proposed Area of City Impact as shown on Exhibit A, Kuna shall have the exclusive right to provide water service to any portion of that area that is not already served by Veolia, and Veolia shall have the exclusive right to continue to provide water service to such areas as it already serves. The Parties agree not to oppose or protest any filing by the other Party with the Idaho Department of Water Resources or the Idaho Public Utilities Commission in connection with such service except on grounds unrelated to the allocation of service area in this Agreement.
26. *Reduction in Area of City Impact*: To the extent that any portion of Kuna's approved Area of City Impact covers less area from that shown on Exhibit A or is subsequently reduced in size, Veolia shall have the exclusive right, as between Kuna and Veolia, to provide water service to such area, and Kuna agrees not to oppose or protest any filing by Veolia with the Idaho Department of Water Resources or the Idaho Public Utilities Commission in connection with such service except on grounds unrelated to the allocation of service area in this Agreement.
27. *Consumption Data for Sewer Billing*: Veolia agrees to provide to Kuna information from Veolia's water consumption records for any and all of Veolia water customers located within Kuna's Corporate Limits. The information shall include account status, account number, customer name and service address, winter consumption reading dates, consumption per reading, total consumption for the last six billing periods prior to March 31 of the then current year, or the second billing period of the then current year. The information shall cover accounts of all Veolia customers that also have a Kuna sewer account. Kuna may request this information by letter addressed to the Veolia Idaho Customer Service manager or by e-mail sent to csid@veolia.com. The information may be requested annually, in March of each year. Kuna shall provide the pertinent water book numbers or service addresses to Veolia. Veolia shall provide the requested information within 60 days of the request. Veolia shall provide the information in a digital format as agreed upon by both Veolia and Kuna. The information provided to Kuna shall be used by Kuna solely for the purpose of updating sewer billings, computer sewer modeling, and for other purposes agreed upon by both Veolia and Kuna.
28. *Entire Agreement*: This Agreement and all exhibits hereto embody the entire Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement supersedes all previous and contemporaneous communications, representations, and agreements, either written or verbal, between the Parties on these matters.

- 29. Severability: If any of the provisions of this Agreement shall be held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect, unless elimination of the unenforceable provisions shall materially frustrate the intent of the Parties.
- 30. Successors and Assigns: This Agreement shall be binding upon the Parties hereto and their respective administrators, employees, successors, and assigns.
- 31. Controlling Law: This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho. No term or omission of language in this Agreement shall be construed to amend or waive any provision of the regulations or ordinances of the City of Kuna. The venue for any claim, litigation, or cause of action between the Parties pertinent to this Agreement shall be the Fourth Judicial District Court, Ada County, Idaho.
- 32. Exhibits: All exhibits referenced herein and attached hereto are incorporated into and made a part of this Agreement as if expressly and fully set forth in the body of this Agreement.
- 33. Notice: Except as provided in section 27 (“Consumption Data for Sewer Billing”), notices and other communications required or contemplated under this Agreement shall be in writing and shall be deemed received when mailed by certified mail, postage prepaid, return receipt requested, or by a commercial overnight delivery service, to the respective Parties at the following addresses:

Kuna:
 City of Kuna
 ATTN: Public Works Director
 P.O. Box 13
 Kuna, Idaho 83634
 or
 751 W 4th St.
 Kuna, Idaho 83634

Veolia:
 Veolia Water Idaho, Inc.
 ATTN: General Manager
 8248 W Victory Rd.
 Boise, Idaho 83709

- 34. Amendment: No amendment, alteration, or modification of this Agreement shall be effective unless made in writing and duly executed by the Parties.

- 35. Duplicate originals: This Agreement shall be executed in duplicate originals, with each page, including exhibits, initialed by each Party, and each Party shall retain one original of the executed Agreement.
- 36. Waiver: Any waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any other breach and shall not be effective at all unless in writing executed by the waiving Party.
- 37. Dispute Resolution: The Parties agree that any controversy or claim arising out of or relating to this Agreement, or its breach, shall first attempt to be settled by discussion and negotiation between the Parties. If, after reasonable negotiations, the Parties are unable to resolve the dispute, then the Parties shall attempt to settle the dispute by mediation in accordance with the commercial mediation procedures of the American Arbitration Association then in effect, with both Parties sharing equally in the mediator's fee. A request for mediation shall be filed with the other Party to the Agreement pursuant to section 33 of this Agreement ("Notice"). The request may be made concurrently with the filing of a legal action but, in such event, mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed or otherwise suspended pending mediation for a period of sixty (60) days from the date of filing, unless stayed or otherwise suspended for a longer period by agreement of the Parties or court order. The Parties shall endeavor to mutually agree on an independent, professional mediator within 15 days of the request for mediation. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof. The Parties shall pay all of their own expenses associated with mediation, including any attorney fees and travel expenses.
- 38. Attorney Fees: In the event either Party is required to enforce the terms or provisions of this Agreement, the prevailing Party in any litigation arising therefrom shall be entitled to recover a reasonable attorney fee for the prosecution thereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement and made it effective as of _____, 2022.

CITY OF KUNA

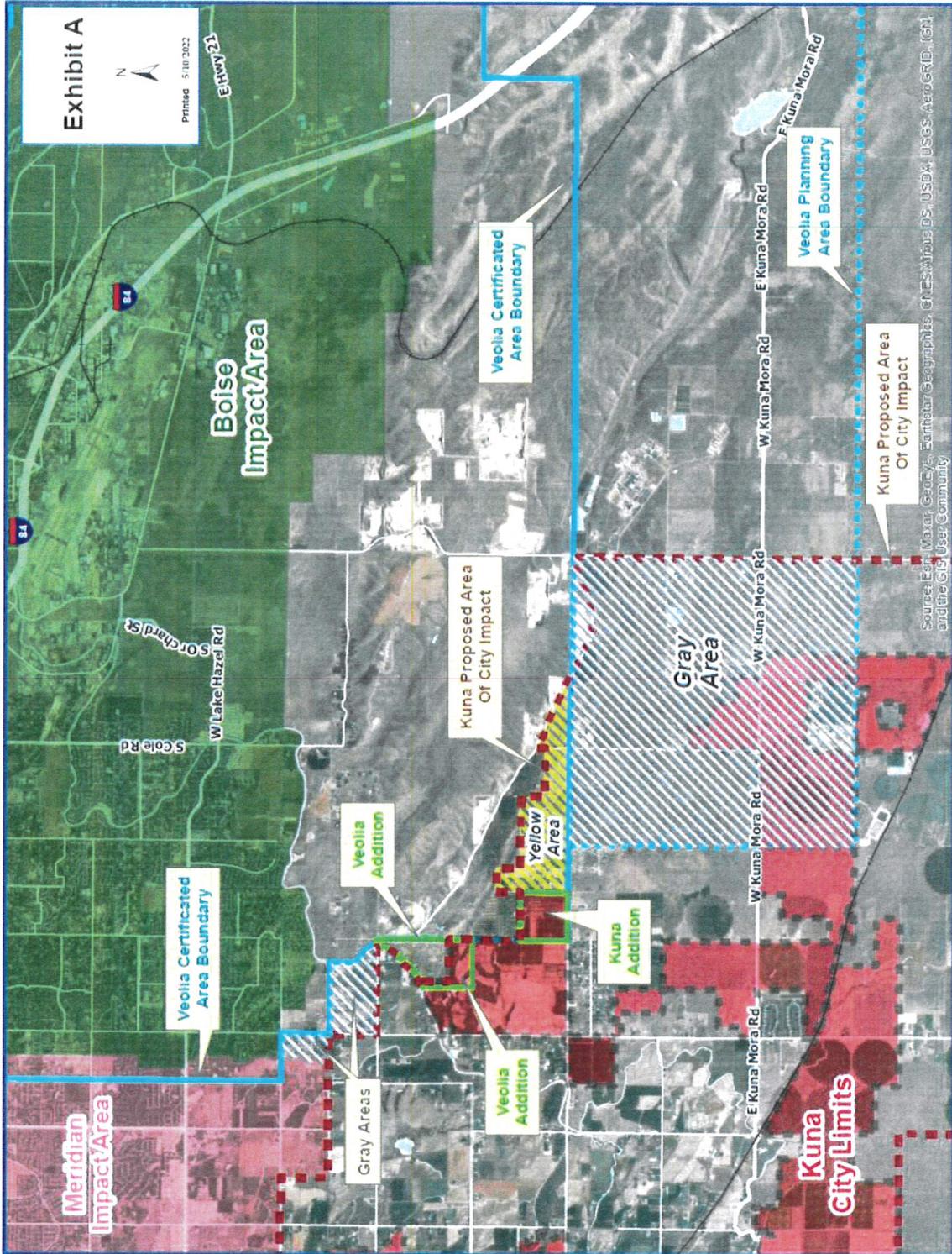
VEOLIA WATER IDAHO, INC.

By: _____
Joe Stear
Mayor

By: 

Marshall Thompson
Vice President and General Manager

Exhibit A: Map showing areas pertinent to the Agreement



**RESOLUTION NO. R31-2022
CITY OF KUNA, IDAHO**

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

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

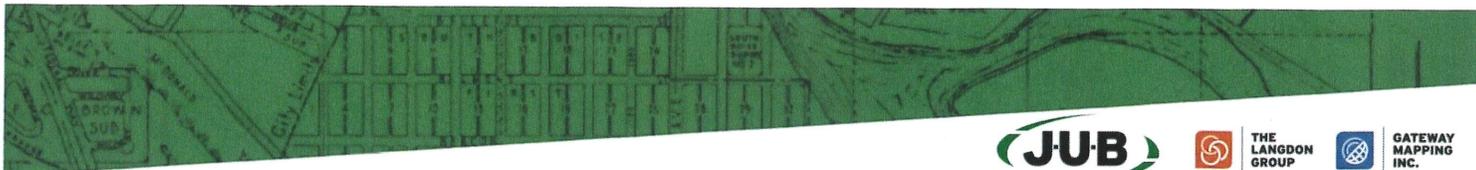
PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of June, 2022.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of June, 2022.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk



J-U-B FAMILY OF COMPANIES

EXHIBIT "A"

ROBINHOOD SUBDIVISION No. 1
CITY OF KUNA
OFF-SITE WATER EASEMENT A
LEGAL DESCRIPTION

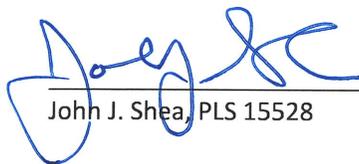
That portion of the Northwest Quarter of Section 22, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County, Idaho, particularly described as follows:

COMMENCING at the west quarter corner of said Section 22, from which the northwest corner of said Section 22 bears North 00°42'27" East, 2,652.56 feet; Thence along a random line, North 64°06'27" East, 2386.95 feet to the **POINT OF BEGINNING**;

Thence N 77°20'35" W, 28.33 feet to the beginning of a non-tangent curve;
Thence along said non-tangent curve to the left an arc length of 25.21 feet, having a radius of 525.00 feet, a central angle of 02°45'05", a chord bearing of N 50°09'16" E and a chord length of 25.21 feet;
Thence S 77°20'35" E, 12.98 feet;
Thence S 12°39'25" W, 20.00 feet to the **POINT OF BEGINNING**, containing 411 square feet or 0.01 acres of land, more or less.

END DESCRIPTION

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



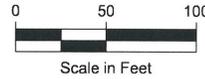
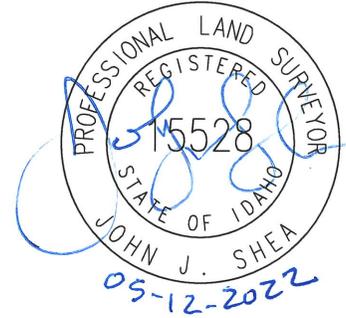
John J. Shea, PLS 15528

05-12-2022
Date



Exhibit "B"

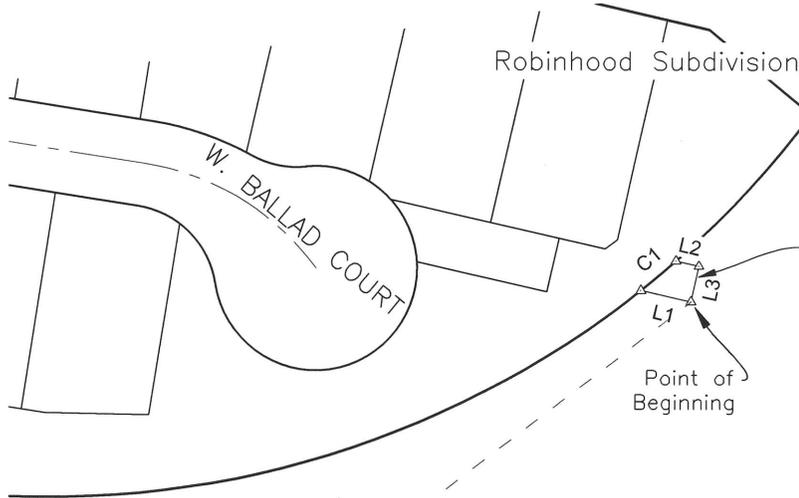
Line Table		
Line #	Direction	Length
L1	N77°20'35"W	28.33'
L2	S77°20'35"E	12.98'
L3	S12°39'25"W	20.00'



N00°42'27"E 2652.56'

NW 1/4 Sec. 22

Robinhood Subdivision No. 1



OFF-SITE WATER EASEMENT A

Point of Beginning

S. Cloverdale Rd.

N64°06'27"E 2386.95'

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	25.21'	525.00'	002°45'05"	N50°09'16"E	25.21'

Plot Date: 5/10/2022 2:03 PM, Printed By: Mike Reymann
 Date Created: 5/10/2022 1:05 PM, File Path: C:\PROJECTS\JUB\10-19-096 ROBINHOOD SUBDIVISION\CAD\SURVEY\DWG\18096_KUNA_OFFSITE_WATER_A_ESMT.DWG

REUSE OF DRAWINGS
 THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF J-U-B ENGINEERS, Inc. AND IS NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, Inc.

FILE: 19096_KUNA_OFFSITE_WATER_A_ESMT
 JUB PROJ. #: 10-19-096
 DRAWN BY: MR
 DESIGN BY: MR
 CHECKED BY: JJS
J-U-B ENGINEERS, INC.

Robinhood Subdivision No. 1
CITY OF KUNA OFF-SITE WATER EASEMENT A
 Situate in the NW 1/4 of Section 22, T.2 N., R.1 E., B.M.
 City of Kuna, Ada County, Idaho

SHEET
1 of 1

NO.	REVISION DESCRIPTION	BY	APR.	DATE	LAST UPDATED: 5/10/2022

**RESOLUTION NO. R32-2022
CITY OF KUNA, IDAHO**

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

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

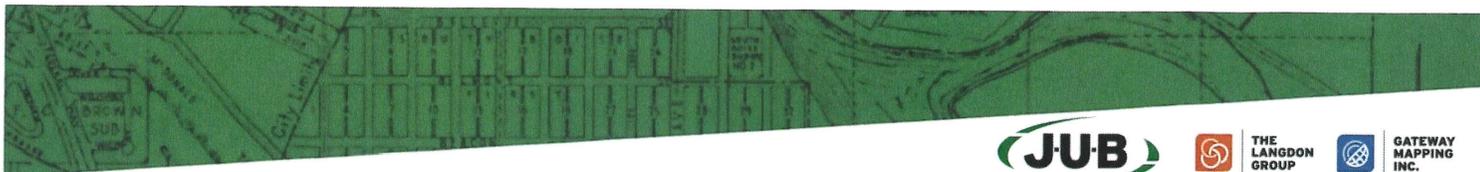
PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of June, 2022.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of June, 2022.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk



J-U-B FAMILY OF COMPANIES

EXHIBIT "A"

**ROBINHOOD SUBDIVISION No. 1
CITY OF KUNA
OFF-SITE SEWER & WATER EASEMENT A
LEGAL DESCRIPTION**

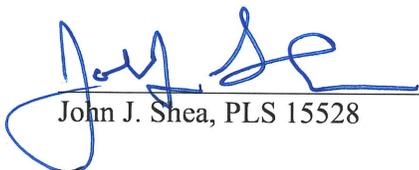
That portion of the Northwest Quarter of Section 22, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County, Idaho, particularly described as follows:

COMMENCING at the west quarter corner of said Section 22, from which the northwest corner of said Section 22 bears North 00°42'27" East, 2,652.56 feet; Thence along a random line, North 32°56'17" East, 3015.76 feet to the **POINT OF BEGINNING**;

Thence N 42°57'38" E, 12.10 feet;
Thence S 47°02'22" E, 30.00 feet;
Thence S 42°57'38" W, 32.57 feet;
Thence N 10°05'24" W, 33.79 feet;
Thence N 43°58'57" W, 3.00 feet to the **POINT OF BEGINNING**, containing 642 square feet or 0.01 acres of land, more or less.

END DESCRIPTION

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



John J. Shea, PLS 15528

05-12-2022
Date



Exhibit "B"

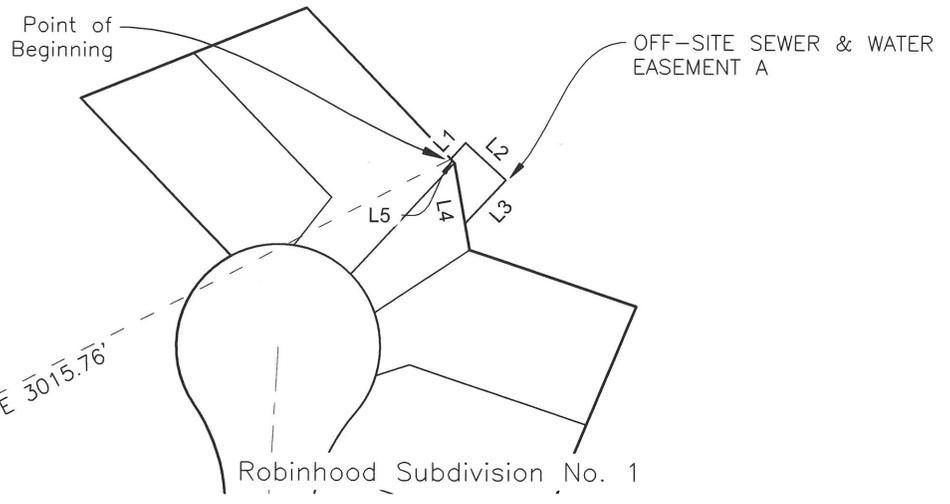
Line Table		
Line #	Direction	Length
L1	N42°57'38"E	12.10'
L2	S47°02'22"E	30.00'
L3	S42°57'38"W	32.57'
L4	N10°05'24"W	33.79'
L5	N43°58'57"W	3.00'



N00°42'27"E 2652.56'

S. Cloverdale Rd.

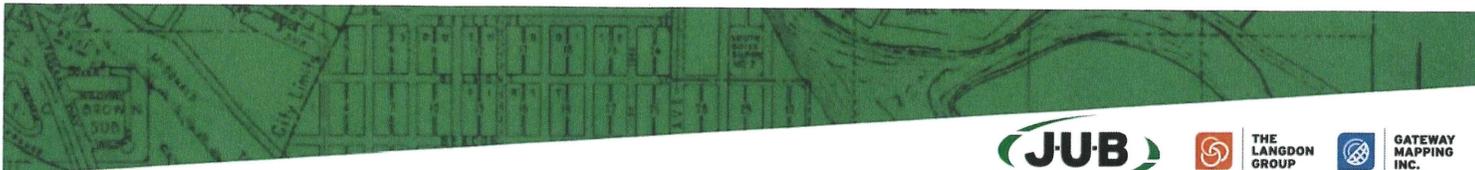
NW 1/4 Sec. 22



Plot Date: 5/11/2022 1:16 PM Plotted By: Mike Reymann
 Date Created: 5/10/2022 1:00:58 PM Project: JUB10-19-096 ROBINHOOD SUBDIVISION CAD SURVEY DWG: 9096_KUNA_OFFSITE_SS&WATER_A_ESMT.DWG

REUSE OF DRAWINGS THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF J-U-B ENGINEERS, Inc. AND IS NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, Inc.		FILE: 19096_KUNA_OFFSITE_SS&WATER_A_ESMT JOB PROJ. #: 10-19-096 DRAWN BY: MR DESIGN BY: MR CHECKED BY: JJS J-U-B ENGINEERS, INC.
NO	REVISION DESCRIPTION	BY APR DATE
		LAST UPDATED: 5/11/2022

Robinhood Subdivision No. 1 CITY OF KUNA OFF-SITE SEWER & WATER EASEMENT A	SHEET
Situate in the NW 1/4 of Section 22, T.2 N., R.1 E., B.M. City of Kuna, Ada County, Idaho	1 of 1



J-U-B FAMILY OF COMPANIES

EXHIBIT "A"

**ROBINHOOD SUBDIVISION NO. 1
CITY OF KUNA
OFF-SITE SEWER EASEMENT A
LEGAL DESCRIPTION**

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

COMMENCING at the west quarter corner of said Section 22, from which the northwest corner of said Section 22 bears North 00°42'27" East, 2,652.56 feet; Thence along a random line, North 33°57'24" East, 720.15 feet to the **POINT OF BEGINNING**;

Thence North 00°38'21" East, 5.02 feet;
Thence North 09°14'11" East, 252.42 feet;
Thence South 88°40'20" East, 20.19 feet;
Thence South 09°14'11" West, 253.70 feet;
Thence South 00°38'21" West, 3.52 feet;
Thence North 89°21'39" West, 20.00 feet to the **POINT OF BEGINNING**, containing 5,147 square feet or 0.12 acres of land, more or less.

END DESCRIPTION

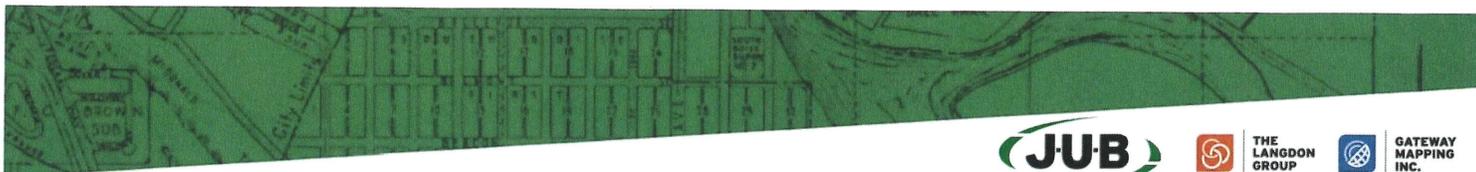
This description was prepared by me or under my supervision. If any portion of this description is modified or removed without the written consent of John J. Shea, PLS, all professional liability associated with this document is hereby declared null and void.



John J. Shea, PLS 15528

05-12-2022
Date





J-U-B FAMILY OF COMPANIES

EXHIBIT "A"

**ROBINHOOD SUBDIVISION NO. 1
CITY OF KUNA
OFF-SITE SEWER EASEMENT A
LEGAL DESCRIPTION**

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

COMMENCING at the west quarter corner of said Section 22, from which the northwest corner of said Section 22 bears North 00°42'27" East, 2,652.56 feet; Thence along a random line, North 33°57'24" East, 720.15 feet to the **POINT OF BEGINNING**;

Thence North 00°38'21" East, 5.02 feet;
Thence North 09°14'11" East, 252.42 feet;
Thence South 88°40'20" East, 20.19 feet;
Thence South 09°14'11" West, 253.70 feet;
Thence South 00°38'21" West, 3.52 feet;
Thence North 89°21'39" West, 20.00 feet to the **POINT OF BEGINNING**, containing 5,147 square feet or 0.12 acres of land, more or less.

END DESCRIPTION

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



John J. Shea, PLS 15528

05-12-2022
Date



**RESOLUTION NO. R33-2022
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY CHALLENGER DEVELOPMENT INC., FOR MALASPINA SUBDIVISION NO. 2 FOR UNCOMPLETED WORK INCLUDING STREET LIGHTING, FENCING AND LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

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

WHEREAS construction plans for Malaspina Subdivision No. 2 were approved by the Kuna City Engineer on 31 August 2021; and

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

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

WHEREAS the landscaping completion has been estimated at eighty-seven thousand twenty dollars and zero cents (\$87,020.00) adding 25% for a total of one hundred eight thousand seven hundred seventy-five dollars and zero cents (\$108,775.00); and

WHEREAS the fencing completion has been estimated at seventy-two thousand six hundred ninety-two dollars and forty cents (\$72,692.40) adding 25% for a total of ninety thousand eight hundred sixty-five dollars and fifty cents (\$90,865.50); and

WHEREAS the street lighting completion has been estimated at twenty-eight thousand tree hundred ninety-seven dollars and ten cents (\$28,397.10) adding 25% for a total of thirty-five thousand four hundred ninety-six dollars and thirty-eight cents (\$35,496.38); and

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

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

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

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

2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The amount of the check and face amount of the Letter of Credit is at least two hundred thirty-five thousand one hundred thirty-six dollars and eighty-eight cents (\$235,136.88);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of June, 2022.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of June, 2022.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

5/4/2022

Conger Group
Shelly Murphy 208.336.5355

Malaspina Subdivision 2
Surety Request - Breakdown

	<u>Proposal \$</u>		<u>LOC \$</u>
Fence	\$ 72,692.40	x 125% =	\$ 79,961.64
Fence Total	<u>\$ 72,692.40</u>		<u>\$ 79,961.64</u>
Street Lights	\$ 28,397.10	x 125%=	\$ 31,236.81
Street Light Total	<u>\$ 28,397.10</u>		<u>\$ 31,236.81</u>
Landscape	\$ 87,020.00	x 125%=	\$ 95,722.00
Landscape Total	<u>\$ 87,020.00</u>		<u>\$ 95,722.00</u>
 TOTAL SURETY	 \$ 188,109.50		 \$ 206,920.45

EXHIBIT B

Estimate



Date	Estimate #
1/14/2022	364

Name / Address
Conger Management Group 4824 W. Fairview Ave. Boise, ID 83706 malaspina Phase 2

Project

Item	Description	Qty	Cost	Total
Finish Grade	Finish grade made uniform and smooth to prepare for lawn Does not include import or export of materials. Grade with positive drainage away from home		6,400.00	6,400.00
Irrigation System	Installation of fully automatic irrigation system System includes Action filter System includes Hunter brand controller System includes Hunter brand electronic valves System includes Hunter brand sprinklers All planter areas to be drip irrigated One year warranty on all parts and labor		18,500.00	18,500.00
Sod	Premium quality Kentucky Bluegrass Rye mix sod installed Sod fertilized on installation		32,000.00	32,000.00
Mulch	Premium Cascade Mulch		4,320.00	4,320.00
Trees and Plants	As per design		17,200.00	17,200.00
Installation	Installation of trees and plants		8,600.00	8,600.00
	Sales Tax		6.00%	0.00

Signature _____	Total	\$87,020.00
-----------------	-------	-------------

EXHIBIT B

Proposal



Street Lights LLC

RCE # 51142

PO Box 6985

Boise, Idaho 83707

Mark Peterson

Phone : (208) 870-3220

Email : streetlightsllc@gmail.com

March 10, 2022

Project : Malaspina Subdivision No. 2
Quote To: Challenger Development

Bid Date: March 10, 2022

Revision Date: N/A

Date of Plans: 7/19/21

INCLUDED IN THIS PROPOSAL:

- 1. Provide and install (6) 25' poles with 57W Eaton LED heads. Includes required trenching, conduit, and installation for 217 ft. per drawing\$27,431.10
- 2. Provide and install power for 1 sprinkler clock location and 20 ft. of trenching per drawing.....\$966.00
- 3. Required grounding, electrical permits, and inspections

GRAND TOTAL\$28,397.10

NOT INCLUDED IN THIS PROPOSAL:

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

Notes:

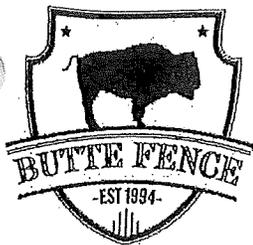
Final billing may change due to field adjustments
Price good for 60 days from bid date

ACCEPTED BY: _____ DATE: _____

68

EXHIBIT B

Page: 1

**Butte Fence, Inc.**

2049 E. Wilson Lane
 Meridian, Idaho 83642
 (p) 208-884-0203
 (f) 208-884-8929

Quote

Order Number: 0128830
 Order Date: 2/16/2022

Salesperson: 0004 Chuck Elliott
 Customer Number: 10-CONGER

Sold To:
 Conger Management Group
 4824 W. Fairview Avenue
 Boise, ID 83706

Ship To:
 Malaspina #2
 apprx. 1405' of 6' tan
 apprx. 1165' of 5' 3rail western

Phone:

Customer P.O.	Ship VIA	F.O.B.	Terms			
Malaspina #2			No Terms			
Item Code		Unit	Ordered	Shipped	Price	Amount
/VINYL	tan vinyl per foot	EACH	1,405.00	0.00	29.11	40,899.55
/ORNAMENTAL	5' 3rail western per foot	EACH	1,165.00	0.00	27.29	31,792.85

Net Order:	72,692.40
Less Discount:	0.00
Freight:	0.00
Sales Tax:	0.00
→ Order Total:	72,692.40

**RESOLUTION NO. R34-2022
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY DB DEVELOPMENT, LLC, FOR CASPIAN SUBDIVISION NO. 1 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

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

WHEREAS construction plans for Caspian Subdivision No. 1 were approved by the Kuna City Engineer on 2 April 2018; and

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

WHEREAS the landscaping completion has been estimated at fifty-one thousand eight hundred sixty-two dollars and sixty-nine cents (\$51,862.69) adding 25% for a total of sixty-four thousand eight hundred twenty-eight dollars and thirty-six cents (\$64,828.36); and

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

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

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

1. All bid amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The amount of the check and face amount of the Letter of Credit is at least sixty-four thousand eight hundred twenty-eight dollars and thirty-six cents (\$64,828.36);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of June, 2022.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of June, 2022.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)

THIS AGREEMENT is made by and between DB DEVELOPMENT, LLC, (hereinafter "Developer"); whose address is 2228 W. PIAZZA ST, MERIDIAN, ID 83646, and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter "City"); whose address is Post Office Box 13, Kuna, ID 83634.

WHEREAS, Developer desires to record its final plat for phase one of the development known as Caspian 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 Caspian Subdivision No. 1 and the associated Bid for landscaping by Power Enterprises, and;

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 sixty-four thousand eight hundred twenty-eight dollars and thirty-six cents (\$64,828.36), 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.

Proposal POWER ENTERPRISES 16131 Franklin Road Nampa, ID 83687 Phone (208) 461-4670 Fax (208) 461-4354						
PROPOSAL SUBMITTED TO: Highmark Dev			PHONE: Justin Blackstock		DATE: 5/9/2022	
STREET:			JOB NAME/LOCATION: Caspian 1 Updated Proposal			
CITY, STATE and ZIP CODE:			DATE OF PLANS: 11/5/18 no revisions			
			ID Bureau of Occupational License #		RCE-616	
			State of ID Public Works License #		040689 - C - 4	
Item	Description	Quantity	Unit	Unit Cost	Sub-Total	
1	Sprinkler System	1	ls	\$21,423.00	\$21,423.00	
2	Sleeving	1	ls	\$525.00	\$525.00	
3	Machine/Crew Grading	1	ls	\$2,263.00	\$2,263.00	
4	Sod	18,373	sf	\$0.53	\$9,737.69	
5	Bark Mulch	26	cy	\$95.00	\$2,470.00	
6	Trees: 2" Deciduous	23	ea	\$425.00	\$9,775.00	
7	Trees: 6-8' Conifer	8	ea	\$525.00	\$4,200.00	
8	Plants: 5 gallon	11	ea	\$52.00	\$572.00	
9	Plants: 3 gallon	20	ea	\$42.00	\$840.00	
10	Plants: 1 gallon	3	ea	\$19.00	\$57.00	
11	Option: 1 year Maintenance = \$5,586 (billed in 9 monthly installments of \$620.63 each)					
12						
13						
14						
15						
16						
17						
18						
19						
20	Exclusions: Soil amendments, topsoil import, root barrier, signage, concrete, pavers, pathways, fencing, site fixtures, structures, and drainage systems.					
21	Notes: 1. Topsoil from onsite stockpiles shall be placed and rough graded to 2/10 by site contractor. 2. 1 year maintenance option excludes Winter months. 3. Due to the rapid cost fluctuations we are experiencing, we will need to review this proposal closer to actual installation and adjust accordingly. 4. Cost increases will be added to the contract if landscape is installed after 2022.					
22						
					Total	\$51,862.69
QUALIFICATIONS						
If additional off-site topsoil is required, cost will be \$42.00 / CY						
Rough Grade within 2/10						
Bond not included, but can be provided upon request at an additional cost to customer.						
Plant material warranted 1 year						
No Signage						
Adequate pressure and volume of water to be supplied by Developer/General Contractor/Owner						
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.				Aaron Dressen 208-949-0870		
				Note: This proposal may be withdrawn by us if not accepted within 30 days.		
				Signature 		
				Signature _____		
Acceptance of Proposal —The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.						
Date of Acceptance: <u>05/10/2022</u>						

**RESOLUTION NO. R35-2022
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY DB DEVELOPMENT, LLC, FOR CASPIAN SUBDIVISION NO. 1 FOR UNCOMPLETED WORK INCLUDING STREET LIGHTING PURSUANT TO THE TERMS OF THIS RESOLUTION.

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

WHEREAS construction plans for Caspian Subdivision No. 1 were approved by the Kuna City Engineer on 2 April 2018; and

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

WHEREAS the street lighting has not been completed for Caspian Subdivision No. 1 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the street lighting completion has been estimated at forty-three thousand nine hundred eighty dollars and zero cents (\$43,980.00) adding 25% for a total of fifty-four thousand nine hundred seventy-five dollars and zero cents (\$54,975.00); and

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

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

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

1. All bid amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The amount of the check and face amount of the Letter of Credit is at least fifty- four thousand nine hundred eighty dollars and zero cents (\$54,975.00);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of June, 2022.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of June, 2022.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)

THIS AGREEMENT is made by and between DB DEVELOPMENT, LLC, (hereinafter “Developer”); whose address is 2228 W. PIAZZA ST, MERIDIAN, ID 83646, and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter “City”); whose address is Post Office Box 13, Kuna, ID 83634.

WHEREAS, Developer desires to record its final plat for phase one of the development known as Caspian 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 Street Light Plan for Caspian No. 1 and the associated Bid for street lighting by Alloway Electric Co., Inc.,

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

2. Cash Deposit. Developer has executed and delivered to City cash or cashier’s check to the City’s trust account in the aggregate amount of fifty-four thousand nine hundred seventy-five dollars and zero cents (\$54,975.00), 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.

Alloway Electric Co., Inc.

"Green Before Green Was Cool"

502 E. 45th St.

Boise, Idaho 83714

Tel. (208) 344-2508 Fax (208) 345-9844

www.allowayelectric.com

Date: February 9, 2022

To: DB Development, LLC
2228 W. Piazza St.
Meridian, Idaho 83646
Attn: Justin Blackstock
(208) 871-0642 email highmark.development@gmail.com

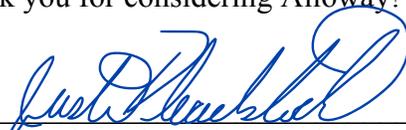
Bid for DB Development to provide streetlighting for Caspian Subdivision #1 located in Kuna, Idaho. Design is per sheet 3.1 by B&A Engineers, Inc stamped for approval 2 AUG 2018. Scope of work to include the following:

- (1) Provide and install (10 ea.) City of Kuna streetlights consisting of 25 ft. black 4" x 4" straight square steel anchor base poles fitted with USSL C01 LED luminaires (3000K). Each streetlight will be mounted on a 24" diameter reinforced concrete base at finish grade.
- (2) Provide approximately 815 lineal ft. of trench, conduit, wire, and backfill to extend power to each of these streetlights. This proposal includes non-metered ground service junction boxes, pull boxes and splice boxes to extend power to each streetlight.
- (3) This proposal excludes excavation of rock or other excavation requiring specialized tools or equipment including but not limited to rock saws, jack hammers, boring equipment and drilling equipment.
- (4) Provide City of Kuna electrical permit.

Labor and Materials-\$43,980.00

Thank you for considering Alloway!

Joe Deaver



Signature: Please sign and return when accepted.

Quote is valid until close of business on 2/23/2022.

Excludes: SWPPP, traffic control, IPCO connections/fees, rock excavation.

**RESOLUTION NO. R36-2022
CITY OF KUNA, IDAHO**

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

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

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of June, 2022.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of June, 2022.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk



J-U-B ENGINEERS, INC.



THE LANGDON GROUP



GATEWAY MAPPING INC.

J-U-B FAMILY OF COMPANIES

EXHIBIT "A"
FALCON CREST CLUBHOUSE SUBDIVISION
CITY OF KUNA
OFF-SITE SEWER EASEMENT
LEGAL DESCRIPTION

Permanent Easement

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

COMMENCING at the west quarter corner of said Section 22, from which the northwest corner of said Section 22 bears North 00°42'27" East, 2,652.56 feet; Thence along a random line, North 63°55'09" East, 2301.87 feet to the **POINT OF BEGINNING** and the beginning of a non-tangent curve;

Thence along said non-tangent curve to the left an arc length of 20.89 feet, having a radius of 525.00 feet, a central angle of 02°16'48", a chord bearing of N 57°21'03" E and a chord length of 20.89 feet;

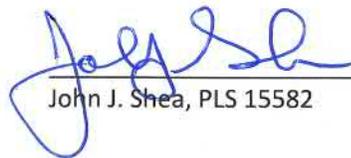
Thence S 15°59'51" E, 57.70 feet to the beginning of a non-tangent curve;

Thence along said non-tangent curve to the right an arc length of 20.88 feet, having a radius of 554.63 feet, a central angle of 02°09'25", a chord bearing of S 59°13'00" W and a chord length of 20.88 feet;

Thence N 15°49'32" W, 57.04 feet to the **POINT OF BEGINNING**, containing 0.03 acres, more or less.

END DESCRIPTION

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



 John J. Shea, PLS 15582

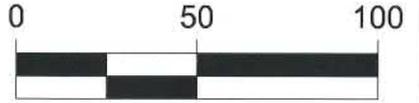
05-18-2022

Date



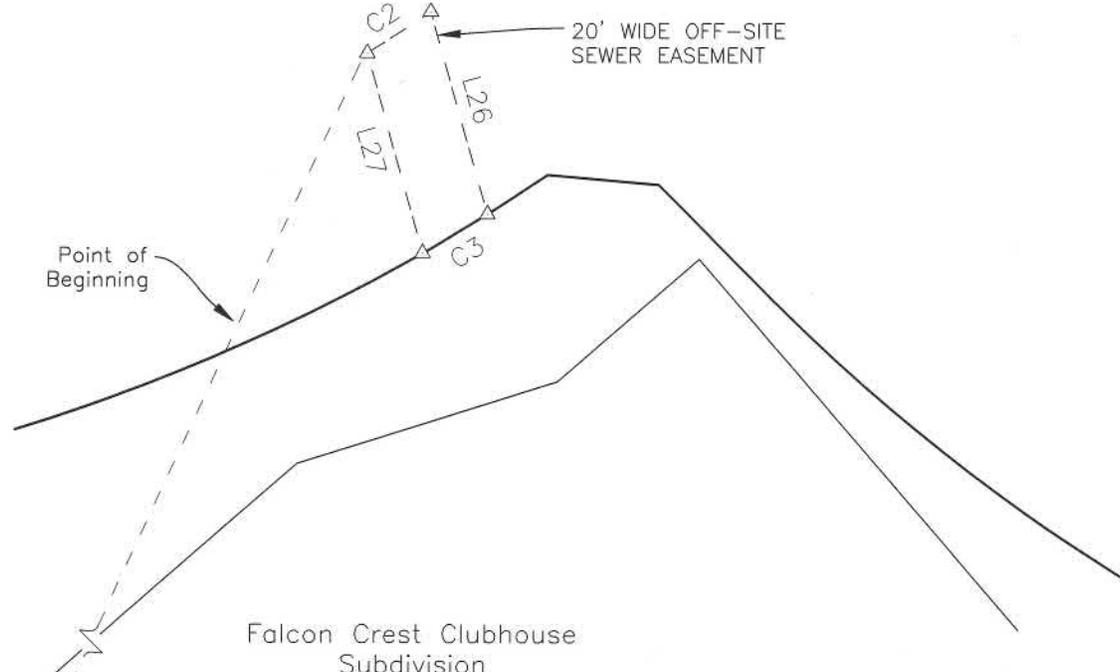
Exhibit "B"

16715
21/22



Scale in Feet

N00°42'27"E 2652.56'



Falcon Crest Clubhouse Subdivision

Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C2	20.89'	525.00'	2°16'48"	N57°21'03"E	20.89'
C3	20.88'	554.63'	2°09'25"	S59°13'00"W	20.88'

N63°55'09"E 2301.87'

Line Table		
Line #	Direction	Length
L26	S15°59'51"E	57.70'
L27	N15°49'32"W	57.04'



For Date: 5/18/2022 2:11 PM Plotted By: Mike Heymann
 Draw: CHADBO 3/20/22 JUB CONCRETE CLUBHOUSE DESIGN SURVEY DWG 10-21-003_EASEMENTS.DWG

REUSE OF DRAWINGS			
NO.	REVISION DESCRIPTION	BY	DATE

FILE: 10-21-003_EASEMENTS

JUB PROJ # 21003

DRAWN BY: MAR

DESIGN BY: MAR

CHECKED BY: JJS

JUB

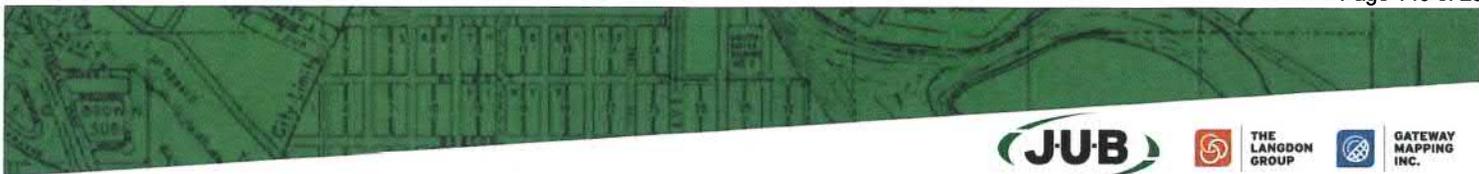
J-U-B ENGINEERS, INC.

LAST UPDATED: 5/18/2022

Falcon Crest Clubhouse Subdivision
 City of Kuna Off-Site Sewer Easement

Situate in the NW 1/4 of Section 22, T.2 N., R.1 E., B.M.
 City of Kuna, Ada County, Idaho

SHEET
 1 of 1



J-U-B FAMILY OF COMPANIES

EXHIBIT "A"
FALCON CREST CLUBHOUSE SUBDIVISION
CITY OF KUNA
SEWER EASEMENT
LEGAL DESCRIPTION

Permanent Easement

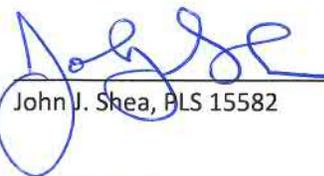
That portion of the Northwest Quarter of Section 22, Township 2 North, Range 1 East, Boise Meridian, in the City of Kuna, Ada County, Idaho, particularly described as follows:

COMMENCING at the west quarter corner of said Section 22, from which the northwest corner of said Section 22 bears North 00°42'27" East, 2,652.56 feet; Thence along a random line, North 65°56'46" East, 1674.09 feet to the **POINT OF BEGINNING**;

- Thence N 31°45'20" E, 72.13 feet;
- Thence S 65°23'25" E, 240.05 feet;
- Thence N 49°00'20" E, 411.63 feet;
- Thence N 16°10'04" W, 45.17 feet to the beginning of a non-tangent curve;
- Thence along said non-tangent curve to the left an arc length of 20.88 feet, having a radius of 555.37 feet, a central angle of 02°09'14", a chord bearing of N 59°13'00" E and a chord length of 20.88 feet;
- Thence S 15°43'31" E, 63.36 feet;
- Thence S 49°00'20" W, 125.65 feet;
- Thence S 40°59'42" E, 273.03 feet;
- Thence S 48°52'51" W, 20.00 feet;
- Thence N 40°59'40" W, 273.08 feet;
- Thence S 49°00'20" W, 291.34 feet;
- Thence N 65°23'25" W, 235.29 feet;
- Thence S 31°44'20" W, 54.48 feet;
- Thence N 58°15'40" W, 20.02 feet to the **POINT OF BEGINNING**, containing 0.48 acres, more or less.

END DESCRIPTION

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

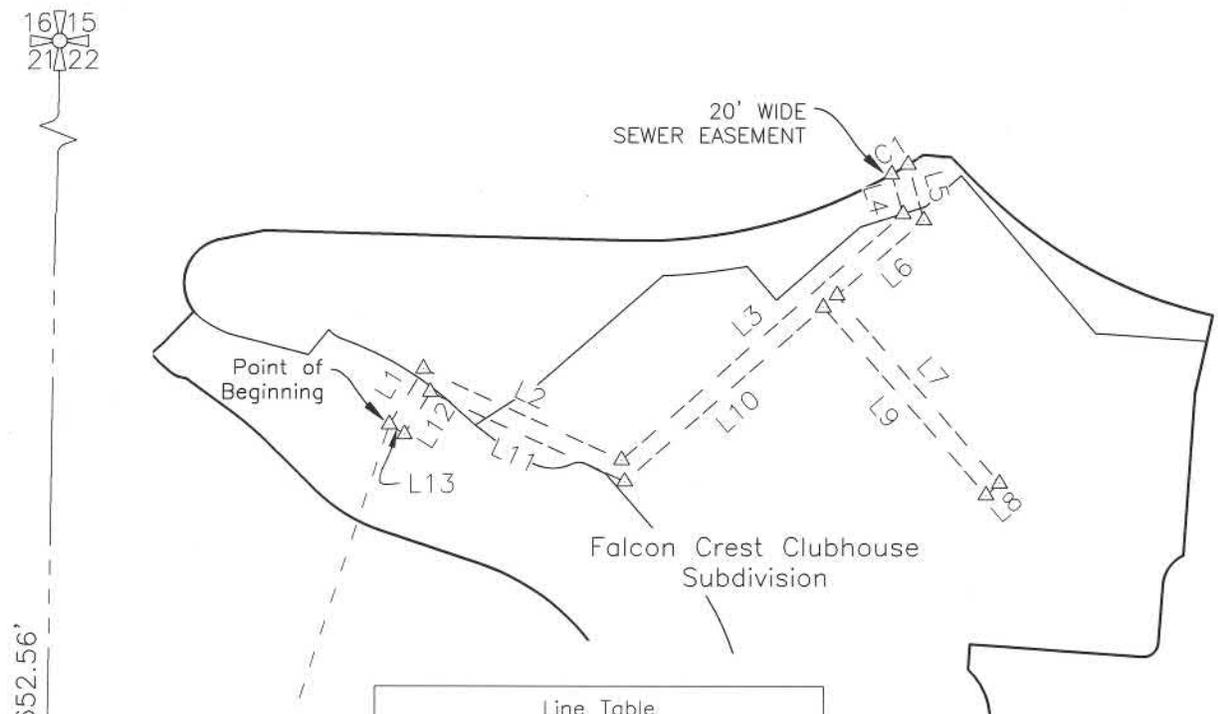


John J. Shea, PLS 15582

05-18-2022
Date



Exhibit "B"



N00°42'27"E 2652.56'
 N65°56'46"E 1674.09'

Line Table		
Line #	Direction	Length
L1	N31°45'20"E	72.13'
L2	S65°23'25"E	240.05'
L3	N49°00'20"E	411.63'
L4	N16°10'04"W	45.17'
L5	S15°43'31"E	63.36'
L6	S49°00'20"W	125.65'
L7	S40°59'42"E	273.03'
L8	S48°52'51"W	20.00'
L9	N40°59'40"W	273.08'
L10	S49°00'20"W	291.34'
L11	N65°23'25"W	235.29'
L12	S31°44'20"W	54.48'
L13	N58°15'40"W	20.02'



Curve Table					
Curve #	Length	Radius	Delta	Chord Bearing	Chord Length
C1	20.88'	555.37'	2°09'14"	N59°13'00"E	20.88'



Plot Date: 5/18/2022 1:50 PM. Plotted By: Mike Reymann
 Date Created: 3/20/22 10:18 AM. Client: JUB. CO/CENTRAL CLIENTS/IDM3/PROJECTS/18-21-003_FALCONCREST/CLUBHOUSE/DESIGNS/SURVEY/05/18/21-003_EASEMENTS.DWG

REUSE OF DRAWINGS
 THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF J-U-B ENGINEERS, INC. AND IS NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, INC.

FILE: 10-21-003_EASEMENTS
 JUB PROJ # 21003
 DRAWN BY: MAR
 DESIGN BY: MAR
 CHECKED BY: JJS

J-U-B ENGINEERS, INC.

Falcon Crest Clubhouse Subdivision
City of Kuna Sewer Easement
 Situate in the NW 1/4 of Section 22, T.2 N., R.1 E., B.M.
 City of Kuna, Ada County, Idaho

SHEET
1 of 1

NO	REVISION DESCRIPTION	BY	DATE

LAST UPDATED: 5/18/2022



J-U-B ENGINEERS, INC.

THE
LANGDON
GROUPGATEWAY
MAPPING
INC.

J-U-B FAMILY OF COMPANIES

EXHIBIT "A"
FALCON CREST CLUBHOUSE SUBDIVISION
CITY OF KUNA
WATER EASEMENT B
LEGAL DESCRIPTION

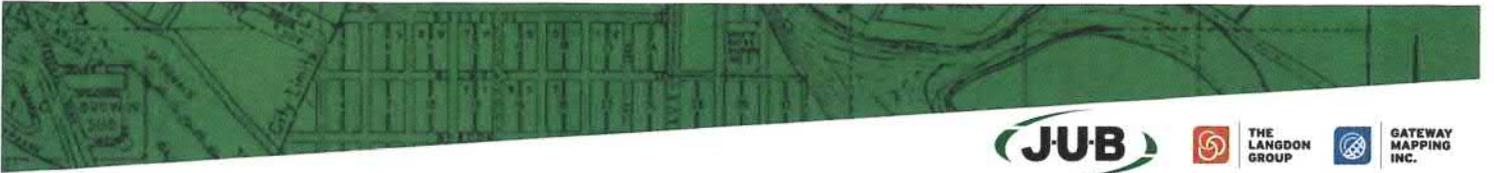
Permanent Easement

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

COMMENCING at the west quarter corner of said Section 22, from which the northwest corner of said Section 22 bears North 00°42'27" East, 2,652.56 feet; Thence along a random line, North 85°16'52" East, 1800.01 feet to the **POINT OF BEGINNING**;

Thence N 39°54'32" E, 68.87 feet;
 Thence N 22°20'46" E, 94.16 feet;
 Thence N 07°41'56" W, 157.44 feet;
 Thence N 38°41'15" W, 102.81 feet;
 Thence N 60°36'58" W, 148.81 feet;
 Thence N 53°49'44" W, 193.55 feet;
 Thence N 72°24'57" W, 189.78 feet;
 Thence N 41°15'11" W, 31.67 feet;
 Thence N 44°11'00" E, 20.06 feet;
 Thence S 41°15'11" E, 27.69 feet;
 Thence S 72°24'57" E, 187.48 feet;
 Thence S 53°49'44" E, 195.63 feet;
 Thence S 60°36'58" E, 101.18 feet;
 Thence N 29°23'02" E, 38.96 feet;
 Thence N 49°15'34" E, 25.53 feet;
 Thence S 40°44'26" E, 20.00 feet;
 Thence S 49°15'34" W, 22.02 feet;
 Thence S 29°23'02" W, 35.46 feet;
 Thence S 60°36'58" E, 30.32 feet;
 Thence S 38°41'15" E, 112.22 feet;
 Thence S 07°41'56" E, 168.35 feet;
 Thence S 22°20'46" W, 102.61 feet;
 Thence S 39°54'32" W, 71.96 feet;
 Thence N 50°05'28" W, 20.00 feet; to the **POINT OF BEGINNING**, contains 0.49 acres, more or less.

END DESCRIPTION



J-U-B ENGINEERS, INC.



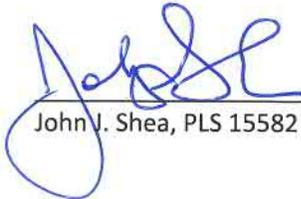
THE LANGDON GROUP



GATEWAY MAPPING INC.

J-U-B FAMILY OF COMPANIES

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



John J. Shea, PLS 15582

05-18-2022
Date



Exhibit "B"

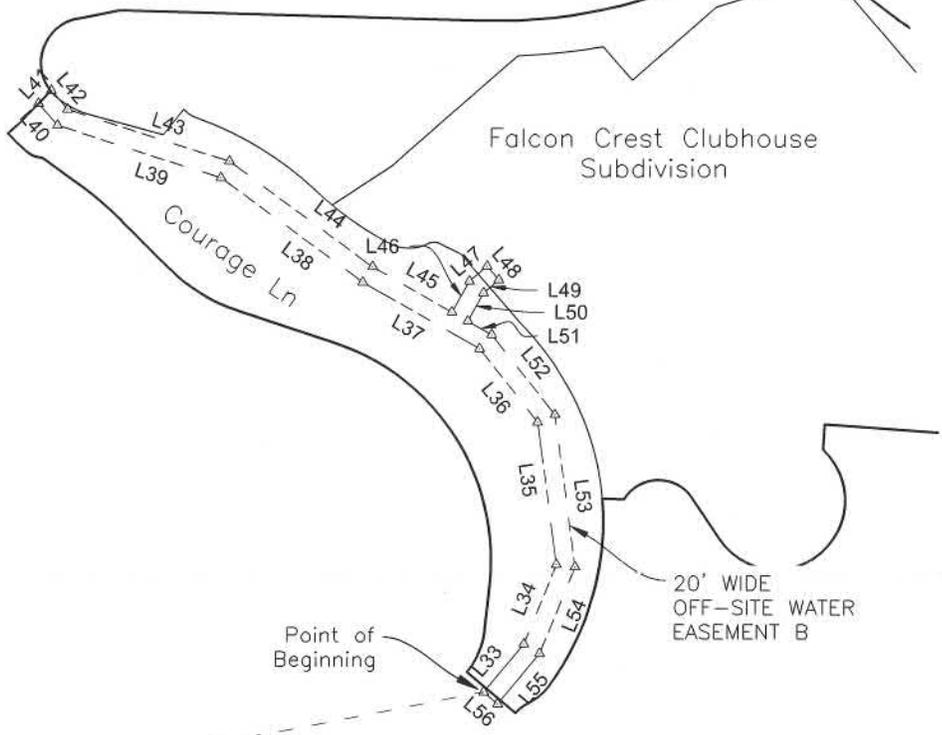
Line Table		
Line #	Direction	Length
L33	N39°54'32"E	68.87'
L34	N22°20'46"E	94.16'
L35	N07°41'56"W	157.44'
L36	N38°41'15"W	102.81'
L37	N60°36'58"W	148.81'
L38	N53°49'44"W	193.55'
L39	N72°24'57"W	189.78'
L40	N41°15'11"W	31.67'
L41	N44°11'00"E	20.06'
L42	S41°15'11"E	27.69'
L43	S72°24'57"E	187.48'
L44	S53°49'44"E	195.63'

Line Table		
Line #	Direction	Length
L45	S60°36'58"E	101.18'
L46	N29°23'02"E	38.96'
L47	N49°15'34"E	25.53'
L48	S40°44'26"E	20.00'
L49	S49°15'34"W	22.02'
L50	S29°23'02"W	35.46'
L51	S60°36'58"E	30.32'
L52	S38°41'15"E	112.22'
L53	S07°41'56"E	168.35'
L54	S22°20'46"W	102.61'
L55	S39°54'32"W	71.96'
L56	N50°05'28"W	20.00'



N00°42'27"E 2652.56'

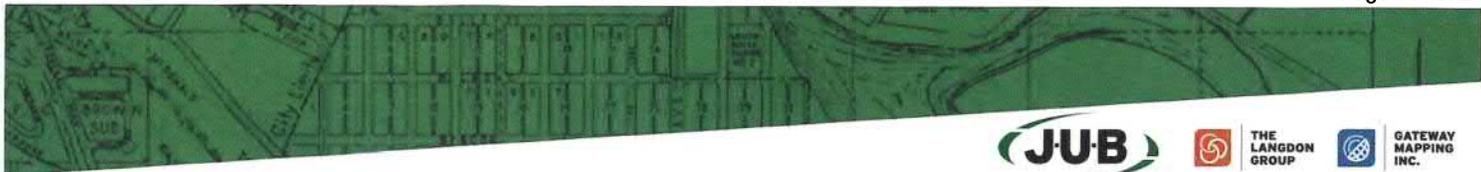
S. Cloverdale Rd.



N85°16'52"E 1800.01'

Plt: Date: 5/18/2022 2:22 PM Plotted By: Mike Heymann
 Date: 05/18/2022 2:22 PM JUB COM/CENTRAL/Clients/IDRAW/PROJECTS/10-21-003_FALCONCREST/CLUBHOUSE/DESIGNS/SURVEYING/10-21-003_WATER EASEMENT B.DWG

REUSE OF DRAWINGS THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF J-U-B ENGINEERS, Inc. AND IS NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, Inc.		FILE: 10-21-003_WATER EASEMENT B JUB PROJ. #: 21003 DRAWN BY: MAR DESIGN BY: MAR CHECKED BY: JJS	J-U-B ENGINEERS, INC.	Falcon Crest Clubhouse Subdivision CITY OF KUNA WATER EASEMENT B	SHEET 1 of 1
NO. REVISION DESCRIPTION BY APR DATE		LAST UPDATED: 5/18/2022		Situate in the NW 1/4 of Section 22, T.2 N., R.1 E., B.M. City of Kuna, Ada County, Idaho	



J-U-B FAMILY OF COMPANIES

EXHIBIT "A"
FALCON CREST CLUBHOUSE SUBDIVISION
CITY OF KUNA
OFF-SITER WATER EASEMENT
LEGAL DESCRIPTION

Permanent Easement

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

COMMENCING at the west quarter corner of said Section 22, from which the northwest corner of said Section 22 bears North 00°42'27" East, 2,652.56 feet; Thence along a random line, North 63°45'51" East, 2369.18 feet to the **POINT OF BEGINNING**;

Thence S 77°20'35" E, 20.23 feet;

Thence S 04°00'20" W, 66.50 feet;

Thence N 84°57'01" W, 20.00 feet;

Thence N 04°00'20" E, 69.17 feet to the **POINT OF BEGINNING**, containing 0.03 acres, more or less.

END DESCRIPTION

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

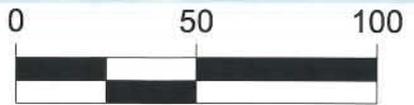
John J. Shea, PLS 15582

05-18-2022

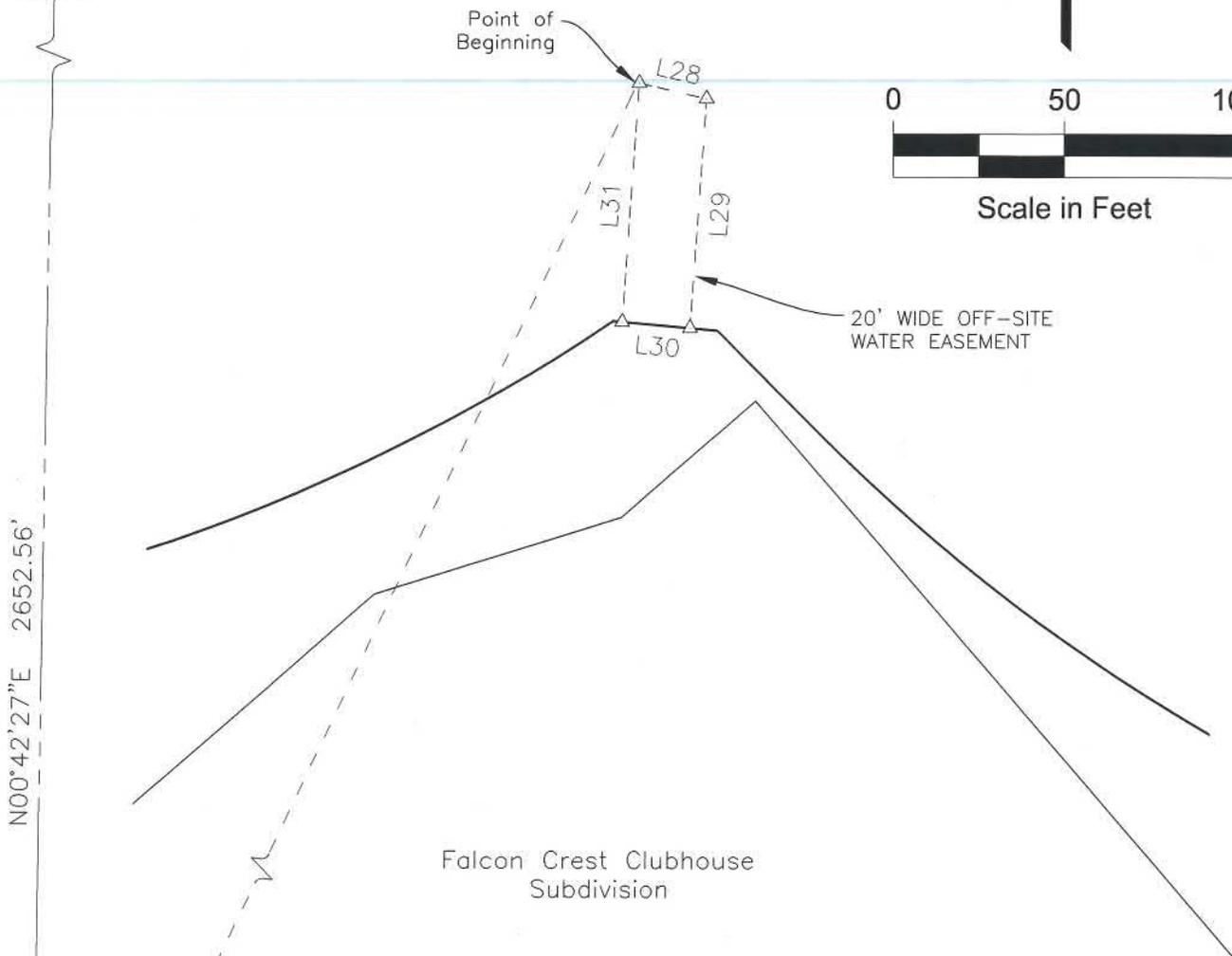
Date



Exhibit "B"



Scale in Feet



Falcon Crest Clubhouse Subdivision

Line Table		
Line #	Direction	Length
L28	S77°20'35"E	20.23'
L29	S04°00'20"W	66.50'
L30	N84°57'01"W	20.00'
L31	N04°00'20"E	69.17'



For Date: 5/18/2022 2:13 PM Plotted By: Mike Reymann
 File: 10-21-003_EASEMENTS.DWG

REUSE OF DRAWINGS
 THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF J-U-B ENGINEERS, Inc. AND IS NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, Inc.

FILE: 10-21-003_EASEMENTS
JUB PROJ #: 21003
DRAWN BY: MAR
DESIGN BY: MAR
CHECKED BY: JJS
LAST UPDATED: 5/18/2022



Falcon Crest Clubhouse Subdivision City of Kuna Off-Site Water Easement

Situate in the NW 1/4 of Section 22, T.2 N., R.1 E., B.M.
 City of Kuna, Ada County, Idaho

SHEET
 1 of 1

NO	REVISION DESCRIPTION	BY	APR	DATE



J-U-B FAMILY OF COMPANIES

EXHIBIT "A"
FALCON CREST CLUBHOUSE SUBDIVISION
CITY OF KUNA
WATER EASEMENT A
LEGAL DESCRIPTION

Permanent Easement

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

COMMENCING at the west quarter corner of said Section 22, from which the northwest corner of said Section 22 bears North 00°42'27" East, 2,652.56 feet; Thence along a random line, North 71°05'54" East, 1898.73 feet to the **POINT OF BEGINNING**;

- Thence N 48°58'37" E, 202.85 feet;
- Thence S 40°59'40" E, 229.00 feet;
- Thence N 49°00'20" E, 236.90 feet;
- Thence N 40°59'40" W, 247.54 feet;
- Thence N 04°00'20" E, 60.85 feet;
- Thence S 84°57'01" E, 20.00 feet;
- Thence S 04°00'20" W, 52.21 feet;
- Thence S 40°59'40" E, 259.25 feet;
- Thence S 49°00'20" W, 276.90 feet;
- Thence N 40°59'40" W, 228.99 feet;
- Thence S 48°58'37" W, 182.94 feet;
- Thence N 40°44'26" W, 20.00 feet to the **POINT OF BEGINNING**, containing 0.45 acres, more or less.

END DESCRIPTION

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

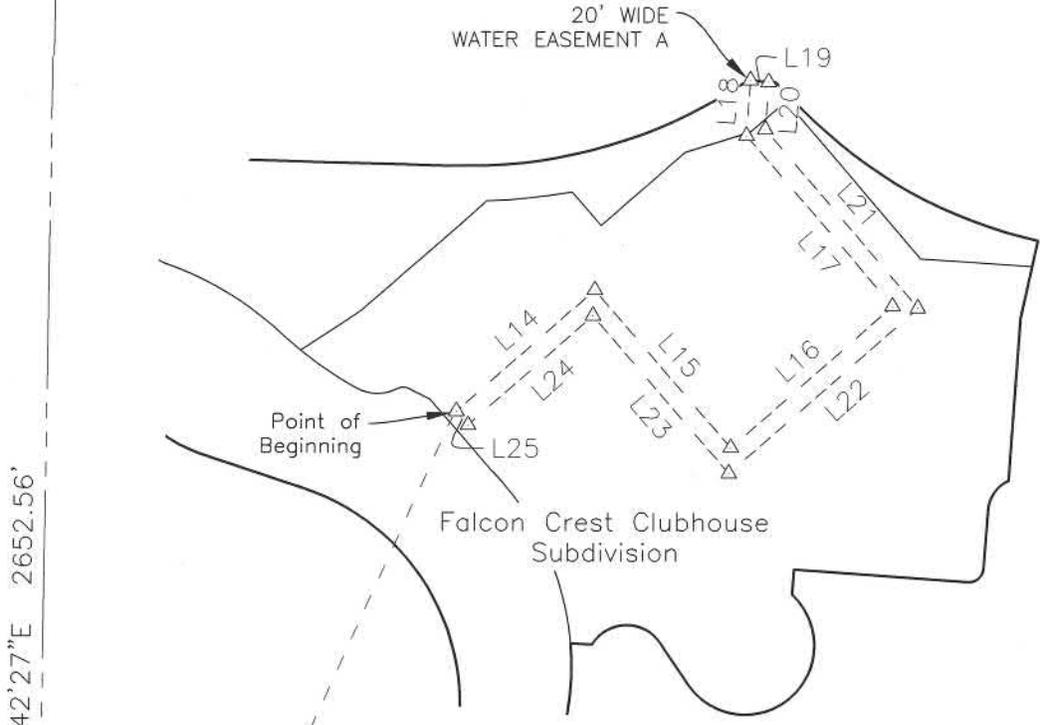
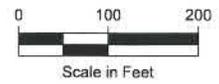


John J. Shea, PLS 15582

05-18-2022
Date



Exhibit "B"



N00°42'27"E 2652.56'

N71°05'54"E 1898.73'

Line Table		
Line #	Direction	Length
L14	N48°58'37"E	202.85'
L15	S40°59'40"E	229.00'
L16	N49°00'20"E	236.90'
L17	N40°59'40"W	247.54'
L18	N04°00'20"E	60.85'
L19	S84°57'01"E	20.00'
L20	S04°00'20"W	52.21'
L21	S40°59'40"E	259.25'
L22	S49°00'20"W	276.90'
L23	N40°59'40"W	228.99'
L24	S48°58'37"W	182.94'
L25	N40°44'26"W	20.00'



Plot Date: 5/18/2022, 1:54 PM. Plotted By: Mike Reayman
 Data Created: 3/22/2022, 10:08 AM. Client: JUB. Project: 10-21-003. Falcon Crest Clubhouse Subdivision Survey. DWG: 10-21-003_EASEMENTS.DWG

REUSE OF DRAWINGS
 THIS DOCUMENT, AND THE IDEAS AND DESIGNS INCORPORATED HEREIN, AS AN INSTRUMENT OF PROFESSIONAL SERVICE, IS THE PROPERTY OF J-U-B ENGINEERS, Inc. AND IS NOT TO BE USED, IN WHOLE OR PART, FOR ANY OTHER PROJECT WITHOUT THE EXPRESS WRITTEN AUTHORIZATION OF J-U-B ENGINEERS, Inc.

FILE: 10-21-003_EASEMENTS
 JUB PROJ. #: 21003
 DRAWN BY: MAR
 DESIGN BY: MAR
 CHECKED BY: JJS

J-U-B ENGINEERS, INC.

Falcon Crest Clubhouse Subdivision
City of Kuna Water Easement A

Situate in the NW 1/4 of Section 22, T.2 N., R.1 E., B.M.
 City of Kuna, Ada County, Idaho

SHEET
1 of 1

NO.	REVISION DESCRIPTION	BY	APR	DATE

LAST UPDATED: 5/18/2022

**RESOLUTION NO. R37-2022
CITY OF KUNA, IDAHO**

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

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

WHEREAS construction plans for Robinhood Subdivision No. 1 were approved by the Kuna City Engineer on 19 May 2021; and

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

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

WHEREAS the landscaping completion has been estimated at four hundred sixty thousand seven hundred sixty-five dollars and zero cents (\$460,765.00) adding 25% for a total of five hundred seventy-five thousand nine hundred fifty-six dollars and twenty-five cents (\$575,956.25); and

WHEREAS the fencing completion has been estimated at eight thousand six hundred twelve dollars and zero cents (\$8,612.00) adding 25% for a total of ten thousand seven hundred sixty-five dollars and zero cents (\$10,765.00); and

WHEREAS the street lighting completion has been estimated at thirty-seven thousand two hundred forty-three dollars and twenty-five cents (\$67,023.15) adding 25% for a total of eighty-three thousand seven hundred seventy-eight dollars and ninety-four cents (\$83,778.94); and

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

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

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

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

2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The amount of the check and face amount of the Letter of Credit is at least six hundred seventy thousand five hundred dollars and nineteen cents (\$670,500.19);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of June, 2022.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of June, 2022.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)

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

WHEREAS, Developer desires to record its final plat for phase one of the development known as Robinhood 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 Robinhood Subdivision No. 1 and the associated Bid for landscaping by Franz Witte, and;
 - b. Approved Street Light Plan for Robinhood Subdivision No. 1 and the associated Bid for street lighting by Street Lights LLC, and;
 - c. Approved Fence Plan for Robinhood Subdivision No. 1 and the associated Bid for fencing by Boise River Fence, Inc.

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

2. Cash Deposit. Developer has executed and delivered to City cash or cashier’s check to the City’s trust account in the aggregate amount of six hundred seventy thousand five hundred dollars and nineteen cents (\$670,500.19), 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 _____ day of _____, 2022.

By: M3 Builders, LLC
an Arizona limited liability company,
It's authorized representative

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


By: William I. Brownlee,
Its: Manager

On this 26 day of May, 2022, before me Joanne Dambeck, personally appeared WILLIAM I. BROWNLEE known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same as the VP Land Development and on behalf of the M3 ID VALOR GOLF VILLAS, LLC.

S
E
A
L



Joanne B. Dambeck
Notary Public for Maricopa City, AZ
My commission expires on 7-19-24

City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

Attest:

Chris Engels, *City Clerk*

STATE OF IDAHO)
: SS
County of Ada)

8/30/2021

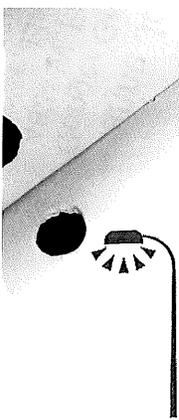
Surety Request - Breakdown

Robinhood #1 (Reveille)

Kuna, Idaho

	<u>Proposal \$</u>		<u>LOC \$</u>
Street Lights	\$ 67,023.15	x 125%=	\$ 83,778.94
Fence	\$ 8,612.00	x 125%=	\$ 10,765.00
Landscape	<u>\$ 460,765.00</u>	x 125%=	<u>\$ 575,956.25</u>
TOTAL SURETY	\$ 536,400.15		\$ 670,500.19

Proposal



Street Lights LLC

RCE # 51142

PO Box 6985

Boise, Idaho 83707

Mark Peterson

Phone : (208) 870-3220

Email : streetlightsllc@gmail.com

August 13, 2021

Project : **Robinhood Subdivision No. 1**

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

Bid Date: August 13, 2021

Revision Date: N/A

Date of Plans: 5/17/21

INCLUDED IN THIS PROPOSAL:

1. Provide and install (15) 25' black poles with Cooper USSL 52W LED fixtures....\$62,429.40
2. Provide the required trenching, conduit, and installation for 1,780 ft. per drawing
3. Provide and install power for 5 sprinkler clock locations with fused disconnects required at each location. Includes 150 ft. of trenching.....\$4,593.75
4. Provide and install necessary wire, junction boxes, and fusing for light poles
 - a) Junction boxes are not figured as concrete or driveway rated
5. Required grounding
6. Electrical permits and inspections

GRAND TOTAL\$67,023.15

NOT INCLUDED IN THIS PROPOSAL:

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

Notes:

Final billing may change due to field adjustments

Price good for 60 days from bid date

ACCEPTED BY: _____ DATE: _____

Boise River FENCE, INC.

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

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

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

<u>BID ITEMS:</u>	<u>DESCRIPTION:</u>	<u>QTY:</u>	<u>UNIT</u>	<u>PRICE</u>	<u>TOTAL</u>
Custom	6' Horizontal privacy fencing material cost increase	1289.00	LF	\$4.00	\$5,156.00
Custom	6' Horizontal Demi Screen fencing material cost increase	864.00	LF	\$4.00	\$3,456.00
					\$0.00
					\$0.00
Total					\$8,612.00

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

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

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

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



Proposal

CONGER GROUP
4824 W FAIRVIEW AVE
BOISE, IDAHO 83706

Falcon Crest Robinhood Sub Install 2022
 E Tiercel Dr Kuna, Idaho

Est ID: EST2718289

Date: Aug-28-2021

Franz Witte Landscape Contracting, Inc. proposes to provide all labor, materials, and equipment to complete the following items of work, per the provided plans and specs dated 3.25.2021:

Irrigation **\$154,510.00**

- Design/build irrigation system
- Install irrigation sleeves under hard surfaces, does not include installing sleeves under existing concrete or asphalt
- Install irrigation controller with two wire communication and decoders
- Includes point of connection into property water source, requires a minimum of 200 micron filtration

Trees **\$69,075.00**

- All plant material purchased from Cloverdale Nursery per plans & substitutions made by CN
- Includes "Bio-Plex" plant fertilizer tablets

Shrubs **\$103,445.00**

- All plant material purchased from Cloverdale Nursery per plans & substitutions made by CN
- Includes "Bio-Plex" plant fertilizer tablets

Landscape Beds **\$48,470.00**

- Install bark mulch @ 3" depth in landscape beds
- Includes fine and finish grade
- Site to be received with topsoil place at +/- .10" of finish grade

Franz Witte Landscape Contracting, Inc.
 20005 11th Avenue North
 Nampa, Idaho 83687
 83687

P.(208) 853-0808

www.franzwitte.com
 andrew.g@franzwitte.com

Turf

\$85,265.00

- Install fescue sod per plans
- Includes fine and finish grade
- Site to be received with topsoil place at +/- .10" of finish grade
- Includes sod starter fertilizer

Estimate Total

\$460,765.00

Exclusions :

- Boring, cutting or patching asphalt or concrete
- Extruded concrete mow strips/steel edging at landscape bed perimeters
- Excavation of unwanted materials in landscape areas to specified depths
- Haul-off or disposal of waste associated with other trades
- Construction in frozen conditions or conditions detrimental to quality
- Overtime or accelerated schedule
- Proposal pricing based on a 50 hour work week with our standard crew size. If schedule is delayed or accelerated and requires additional overtime, price to be adjusted accordingly.

Progress Payments and Billings

Proposal pricing is good for 30 days from the date listed. If proposal is accepted after 30 days from the date of the proposal, FWLC, Inc. reserves the right to modify the price due to any cost changes.

Franz Witte Landscape Contracting, Inc. will submit progress billings on the 25th of each month, projected through the end of the month, including completed work and materials stored on site. Payment will be due by the 10th of the following month. Interest shall accrue at a rate of 1.5% per month on all payments not received within 15 days of the due date.

Upon payment of invoice, FWLC, Inc. waives all lien rights and will provide Owner with a written lien release upon request.

Insurance

FWLC, Inc. will carry insurance during the term of this Agreement in the following amounts:

Commercial General Liability:

- General Aggregate: \$2,000,000
- Bodily Injury & Property Damage: \$1,000,000 per occurrence
- Personal & Advertising Injury: \$1,000,000 per occurrence

Auto Liability:

- Combined Single Limit: \$1,000,000 per accident or occurrence
- Umbrella Policy: \$2,000,000 per occurrence

Workers Compensation: Statutory Limits

- Employers Liability: \$500,000 each accident per employee

Warranty

Warranty of all work, equipment and materials shall be for one year from date of installation. FWLC, Inc. is not responsible for losses beyond our control such as neglect, lack of maintenance, vandalism, and/or acts of God. Warranty is void if invoice payment(s) are not received by FWLC as outlined in contract.

This estimate and terms, if accepted, will become a part of any contract arising from acceptance of same.

Sales Tax

All charges will include sales tax if applicable

Licenses

- Idaho Public Works: PWC-C-11894-AAA-4
- Idaho Contractors License: RCE#7494
- Idaho Nurseryman License: #00A1050

Contractor: Andrew Gates
Andrew Gates

Client: _____

Signature Date: 08/30/2021

Signature Date: _____

**RESOLUTION NO. R38-2022
CITY OF KUNA, IDAHO**

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

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

WHEREAS construction plans for Robinhood Subdivision No. 2 were approved by the Kuna City Engineer on 16 November 2021; and

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

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

WHEREAS the landscaping completion has been estimated at eighty-five thousand eight hundred seventy dollars and zero cents (\$85,870.00) adding 25% for a total of one hundred seven thousand three hundred thirty-seven dollars and fifty cents (\$107,337.50); and

WHEREAS the fencing completion has been estimated at forty-seven thousand one hundred sixty-eight dollars and zero cents (\$47,168.00) adding 25% for a total of fifty-eight thousand nine hundred sixty dollars and zero cents (\$58,960.00); and

WHEREAS the street lighting completion has been estimated at thirty-seven thousand two hundred forty-three dollars and twenty-five cents (\$37,243.25) adding 25% for a total of forty-six thousand five hundred fifty-four dollars and six cents (\$46,554.06); and

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

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

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

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

2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The amount of the check and face amount of the Letter of Credit is at least eight hundred ninety thousand four hundred thirty-nine dollars and thirty cents (\$212,851.56);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of June, 2022.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of June, 2022.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)

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

WHEREAS, Developer desires to record its final plat for phase two of the development known as Robinhood 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 Robinhood No. 2 and the associated Bid for landscaping by Franz Witte Landscape Construction, Inc., and;
 - b. Approved Street Light Plan for Robinhood No. 2 and the associated Bid for street lighting by Street Lights LLC, and;
 - c. Approved Fence Plan for Robinhood No. 2 and the associated Bid for fencing by Boise River Fence, Inc.

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

2. Cash Deposit. Developer has executed and delivered to City cash, cashier’s check or wired funds (City to provide financial institution information upon execution of agreement) to the City’s trust account in the aggregate amount of two hundred twelve thousand eight hundred fifty-one dollars and fifty-six cents (\$212,851.56), for deposit with City in its accounts (the “Cash Deposit”), which includes:
 - a. The initial City Engineer or Public Works Director’s estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the Developer’s contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;

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

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

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

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

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

5/10/2022

Surety Request - Breakdown

Robinhood #2 (Reveille)
Kuna, Idaho

	<u>Proposal \$</u>		<u>LOC \$</u>
Street Lights	\$ 37,243.25	x 125%=	\$ 46,554.06
Fence	\$ 47,168.00	x 125%=	\$ 58,960.00
Landscape	\$ 85,870.00	x 125%=	\$ 107,337.50
TOTAL SURETY	\$ 170,281.25		\$ 212,851.56

Proposal



Street Lights LLC

RCE # 51142

PO Box 6985

Boise, Idaho 83707

Mark Peterson

Phone : (208) 870-3220

Email : streetlightsllc@gmail.com

March 10, 2022

Project : **Robinhood Subdivision No. 2**

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

Bid Date:

Revision Date: N/A

Date of Plans: 11/16/21

INCLUDED IN THIS PROPOSAL:

1. Provide and install (8) 25' black poles with Cooper USSL 52W LED fixtures....\$37,243.25
2. Provide the required trenching, conduit, and installation for 355 ft. per drawing
3. Provide and install necessary wire, junction boxes, and fusing for light poles
 - a) Junction boxes are not figured as concrete or driveway rated
4. Required grounding
5. Electrical permits and inspections

GRAND TOTAL\$37,243.25

NOT INCLUDED IN THIS PROPOSAL:

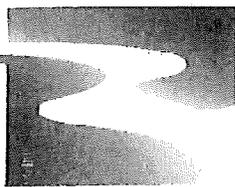
1. IPCO fees
2. Meter Pedestal (none anticipated or unless otherwise noted)
3. Extra labor or material if rock or water is encountered.
4. Bid does not include any surface restoration. (i.e. landscape, asphalt, ect.)
5. All sleeving under asphalt, concrete, ect. By others.
6. Any Ada County/Highway District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

Notes:

Final billing may change due to field adjustments

Price good for 60 days from bid date

ACCEPTED BY: _____ DATE: _____



Boise River FENCE, INC.

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

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

DATE: 2/1/2022 Customer: Conger Management Group Address: 4824 W Fairview Ave.
Phone #: 208-336-5355 Boise, ID 83706
RE: Robinhood Phase 2 Email: djossis@congergroup.com

BID ITEMS:	DESCRIPTION:	QTY:	UNIT	PRICE	TOTAL
Custom	6' Vertical Demi Screen fencing with 2 x 4 in the middle for support.	737.00	LF	\$64.00	\$47,168.00
					\$0.00
					\$0.00
Total					\$47,168.00

SUBMITTED BY: Scott Howe Phone # 208-869-2730

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

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

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



Proposal

CONGER GROUP
4824 W FAIRVIEW AVE
BOISE, IDAHO 83706

Falcon Crest Robinhood Sub #2 Install 2022
 E Tiercel Dr Kuna, Idaho

Est ID: EST2904661 Plans Dated (6.14.21)

Date: Dec-01-2021

Franz Witte Landscape Contracting, Inc. proposes to provide all labor, materials, and equipment to complete the following items of work, per the provided plans and specs dated June 4, 2021:

Irrigation **\$29,805.00**

- Design/build irrigation system
- Install irrigation sleeves under hard surfaces, does not include installing sleeves under existing concrete or asphalt
- Install irrigation controller with two wire communication and decoders
- Includes point of connection into property water source, requires a minimum of 200 micron filtration

Trees **\$11,650.00**

- All plant material purchased from Cloverdale Nursery per plans & substitutions made by CN
- Includes "Bio-Plex" plant fertilizer tablets
- Includes 10' of root barrier per trees adjacent to roadways

Shrubs **\$21,105.00**

- All plant material purchased from Cloverdale Nursery per plans & substitutions made by CN
- Includes "Bio-Plex" plant fertilizer tablets

Landscape Beds **\$7,990.00**

- Install bark mulch @ 3" depth in landscape beds
- Includes fine and finish grade
- Site to be received with topsoil place at +/- .10" of finish grade

Franz Witte Landscape Contracting, Inc.
 20005 11th Avenue North
 Nampa, Idaho
 83687

P.(208) 853-0808

www.franzwitte.com
 andrew.g@franzwitte.com

Turf	\$15,320.00
-------------	--------------------

- Install fescue sod per plans
- Includes fine and finish grade
- Site to be received with topsoil place at +/- .10" of finish grade
- Includes sod starter fertilizer

Labor, Materials & Equipment Unit Pricing	\$0.00
--	---------------

All plant material purchased from Cloverdale Nursery. Unit prices are installed prices per unit.

- 2" Caliper Tree \$435
- 3" Caliper Tree \$625
- 4" Caliper Tree \$1,365 (upon availability)
- 8' Evergreen Trees \$525
- 5 Gal Deciduous Trees \$46
- 5 Gal Broadleaf Evergreen \$70
- 5 Gal Perennial \$42
- Bark Mulch \$95/yd
- Topsoil \$49/yd
- Sod \$.73/sq ft
- Root Barrier \$15/ft
- Compost \$65/yd
- Labor \$65/hr
- Production/Project Manager \$85/hr
- Skid Steer \$250/day
- Mini Excavator \$250/day
- Compact Loader \$225/day
- Trencher \$250/day
- 12 yd Dump Truck \$450/day

Estimate Total

\$85,870.00

Exclusions :

- Boring, cutting or patching asphalt or concrete
- Extruded concrete mow strips/steel edging at landscape bed perimeters
- Excavation of unwanted materials in landscape areas to specified depths
- Haul-off or disposal of waste associated with other trades
- Construction in frozen conditions or conditions detrimental to quality
- Overtime or accelerated schedule
- Proposal pricing based on a 50 hour work week with our standard crew size. If schedule is delayed or accelerated and requires additional overtime, price to be adjusted accordingly.

**RESOLUTION NO. R39-2022
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID FALCON CREST, LLC, FOR FALCON CREST SUBDIVISION NO. 4 FOR UNCOMPLETED WORK STREETLIGHTING PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS Falcon Crest Subdivision No. 4 exists as part of an approved preliminary plat; and

WHEREAS construction plans for Falcon Crest Subdivision No. 4 were approved by the Kuna City Engineer on 16 February 2022; and

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

WHEREAS the street lighting, have not been completed for Falcon Crest Subdivision No. 4 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the streetlighting completion has been estimated at forty-six thousand three hundred three dollars and sixty cents (\$46,303.60) adding 25% for a total of fifty-seven thousand eight hundred seventy-nine dollars and fifty cents (\$57,879.50); and

WHEREAS developer desires to record the final plat for Falcon Crest Subdivision No. 4 prior to completion of construction; and

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

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Kuna City Engineer is hereby authorized to accept a cash bond and/or an irrevocable standby Letter of Credit in lieu of construction for **Falcon Crest Subdivision No. 4** 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 fifty-seven thousand eight hundred seventy-nine dollars and fifty cents (\$57,879.50);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

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

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

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)

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

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

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following:
 - a. Approved Street Light Plan for Falcon Crest Subdivision No. 4 and the associated Bid for street lighting by Street Lights LLC and;

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

2. Cash Deposit. Developer has executed and delivered to City cash, cashier's check or wired funds (City to provide financial institution information upon execution of agreement) to the City's trust account in the aggregate amount of fifty-seven thousand eight hundred seventy-nine dollars and fifty cents (\$57,879.50), for deposit with City in its accounts (the "Cash Deposit"), which includes:
 - a. The initial City Engineer or Public Works Director's estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the Developer's contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;
 - b. To that total, the following additional sums may be added upon the following considerations:
 - i. Three (3) to ten (10) percent for inflation; ten (10) to fifteen (15) percent for the City's bidding disadvantage; and twelve (12) percent to twenty (20)

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

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

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

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

whether incurred through litigation or otherwise.

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

5/19/2022

Surety Request - Breakdown

Falcon Crest #4
Kuna, Idaho

	<u>Proposal \$</u>		<u>LOC \$</u>
Street Lights	\$ 46,303.60	x 125%=	\$ 57,879.50
Landscape	<u>\$ 298,310.00</u>	x 125%=	<u>\$ 372,887.50</u>
TOTAL SURETY	\$ 344,613.60		\$ 430,767.00

Proposal



Street Lights LLC

RCE # 51142
PO Box 6985
Boise, Idaho 83707
Mark Peterson
Phone : (208) 870-3220
Email : streetlightsllc@gmail.com

March 10, 2022

Project : **Falcon Crest Subdivision No. 4**
Quote To: **M3 c/o Conger Group**

Bid Date:
Revision Date: N/A
Date of Plans: 2/3/22

INCLUDED IN THIS PROPOSAL:

1. Provide and install (9) 25' Kuna standards black poles with Cooper USSL 52W LED heads
2. Provide the required trenching, conduit, and installation for 762 ft. per drawing...\$44,685.20
3. Provide and install necessary wire, junction boxes, and fusing for light poles
 - a) Junction boxes are not figured as concrete, or driveway rated
 - b)
4. Provide the required 6' sleeving under detached sidewalks 42 ft. per drawing and mobilization included.....\$1,618.40
5. Required grounding, electrical permits, and inspections

GRAND TOTAL\$46,303.60

NOT INCLUDED IN THIS PROPOSAL:

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

Notes:

Final billing may change due to field adjustments
Price good for 60 days from bid date

ACCEPTED BY: _____ DATE: _____

PC4

IDAHO CONSTRUCTION CONTRACT FALCON CREST ACTIVE ADULT COMMUNITY – KUNA, IDAHO

ARTICLE 1 BASIC TERMS

Owner:

M3 ID Falcon Crest, LLC
7033 E. Greenway Parkway, Ste. 100
Scottsdale, AZ 85254

Contractor:

Street Lights, LLC
PO Box 6985
Boise, Idaho 83707
Mark Peterson 208-870-3220
streetlightsllc@gmail.com

Owner’s Authorized Representative:

M3 Builders, LLC
7033 E. Greenway Parkway, Ste. 100
Scottsdale, AZ 85254
Mark Tate 208-939-6263
MTate@m3Companiesllc.com

Owner’s Construction Manager:

Conger Group
4824 W Fairview Ave
Boise, ID 83706
Jim Conger 208-336-5355
JConger@CongerGroup.com

Project:

Falcon Crest Active Adult Community – Kuna, Idaho

Location (Parcel /Tract):

11102 South Cloverdale Road Kuna, Idaho 83634

Master Agreement No.: 050-000

Contract No.: 050-005109

Effective Date: March 29, 2022

Notice to proceed to be issued separately.

Commitment No.: 050-005109

This commitment number must appear on all pay applications relating to this Contract.

Scope of Work:

Falcon Crest Active Adult Community
Phase 4 Street Lights, see Exhibit A
attached hereto

Contract Price:

\$46,303.60, see Exhibit C attached
hereto

Specific Contract Terms:

Retention:

Five Percent (5%)

AIA Equivalent Pay App:

Required, see Exhibit G attached hereto.

Completion Times:

NTP issued: March 11, 2022

Duration: To be completed on or
before September 23, 2022

ARTICLE 2 THE CONTRACT

2.1 Owner, Owner’s Authorized Representative and Construction Manager.

Owner is the owner of the Project and Owner’s Authorized Representative is the development manager for the Project. The Construction Manager is Owner’s development field supervisor for the Project. Pursuant to the terms of this construction contract (“**Contract**”), Owner is contracting with Contractor to perform the Scope of Work as described herein.

Exhibit A



Proposal

CONGER GROUP
4824 W FAIRVIEW AVE
BOISE, IDAHO 83706

Falcon Crest Phase 4 Install 2022
 W Reining Horse Ln Kuna, Idaho

Est ID: EST3024131 Plans Dated (2.22.22)

Date: Mar-09-2022

Franz Witte Landscape Contracting, Inc. proposes to provide all labor, materials, and equipment to complete the following items of work, per the provided plans and specs dated February 22, 2022:

Irrigation \$122,220.00

- Design/build irrigation system
- Install irrigation sleeves under hard surfaces, does not include installing sleeves under existing concrete or asphalt
- Install irrigation controller with two wire communication and decoders
- Includes point of connection into property water source, requires a minimum of 200 micron filtration

Trees \$48,425.00

- All plant material purchased from Cloverdale Nursery per plans & substitutions made by CN
- Includes "Bio-Plex" plant fertilizer tablets
- Includes 10' of root barrier per trees adjacent to roadways

Shrubs \$37,995.00

- All plant material purchased from Cloverdale Nursery per plans & substitutions made by CN
- Includes "Bio-Plex" plant fertilizer tablets

Landscape Beds \$16,990.00

- Install bark mulch @ 3" depth in landscape beds
- Includes fine and finish grade
- Site to be received with topsoil place at +/- .10" of finish grade

Franz Witte Landscape Contracting, Inc.
 20005 11th Avenue North
 Nampa, Idaho
 83687

P.(208) 853-0808

www.franzwitte.com
 andrew.g@franzwitte.com

Exhibit A

Turf **\$72,680.00**

- Install fescue sod per plans
- Includes fine and finish grade
- Site to be received with topsoil place at +/- .10" of finish grade
- Includes sod starter fertilizer

Estimate Total **\$298,310.00**

Exclusions :

- Boring, cutting or patching asphalt or concrete
- Extruded concrete mow strips/steel edging at landscape bed perimeters
- Excavation of unwanted materials in landscape areas to specified depths
- Haul-off or disposal of waste associated with other trades
- Construction in frozen conditions or conditions detrimental to quality
- Overtime or accelerated schedule
- Proposal pricing based on a 50 hour work week with our standard crew size. If schedule is delayed or accelerated and requires additional overtime, price to be adjusted accordingly.

Contractor: Andrew Gates
 Andrew Gates

Client: _____

Signature Date: 03/09/2022

Signature Date: _____

Email: andrew.g@franzwitte.com

IDAHO CONSTRUCTION CONTRACT FALCON CREST ACTIVE ADULT COMMUNITY – KUNA, IDAHO

ARTICLE 1 BASIC TERMS

Owner:

M3 ID Falcon Crest, LLC
7033 E. Greenway Parkway, Ste. 100
Scottsdale, AZ 85254

Contractor:

Franz Witte Landscape Contracting, Inc.
20005 11th Avenue North
Nampa, Idaho 83687
Danny Turner 208-853-0808
Danny.t@franzwitte.com

Owner’s Authorized Representative:

M3 Builders, LLC
7033 E. Greenway Parkway, Ste. 100
Scottsdale, AZ 85254
Mark Tate 208-939-6263
MTate@m3Companiesllc.com

Owner’s Construction Manager:

Conger Group
4824 W Fairview Ave
Boise, ID 83706
Jim Conger 208-336-5355
JConger@CongerGroup.com

Project:

Falcon Crest Active Adult Community – Kuna, Idaho

Location (Parcel /Tract):

11102 South Cloverdale Road Kuna, Idaho 83634

Master Agreement No.: 050-000

Contract No.: 050-005108

Effective Date: March 28, 2022

Notice to proceed to be issued separately.

Commitment No.: 050-005108

This commitment number must appear on all pay applications relating to this Contract.

Scope of Work:

Falcon Crest Active Adult Community
Phase 4 Irrigation and Landscaping, see
Exhibit A attached hereto

Contract Price:

\$298,310.00, see Exhibit C attached
hereto

Specific Contract Terms:

Retention:

Five Percent (5%)

AIA Equivalent Pay App:

Required, see Exhibit G attached hereto.

Completion Times:

NTP issued: March 10, 2022

Duration: To be completed on or
before October 31, 2022

ARTICLE 2 THE CONTRACT

2.1 Owner, Owner’s Authorized Representative and Construction Manager.

Owner is the owner of the Project and Owner’s Authorized Representative is the development manager for the Project. The Construction Manager is Owner’s development field supervisor for the Project. Pursuant to the terms of this construction contract (“**Contract**”), Owner is contracting with Contractor to perform the Scope of Work as described herein.

**RESOLUTION NO. R40-2022
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID FALCON CREST, LLC, FOR FALCON CREST SUBDIVISION NO. 4 FOR UNCOMPLETED WORK LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS Falcon Crest Subdivision No. 4 exists as part of an approved preliminary plat; and

WHEREAS construction plans for Falcon Crest Subdivision No. 4 were approved by the Kuna City Engineer on 16 February 2022; and

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

WHEREAS the landscaping has not been completed for Falcon Crest Subdivision No. 4 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the landscaping completion has been estimated at two hundred ninety-eight thousand three hundred ten dollars and zero cents (\$298,310.00) adding 25% for a total of three hundred seventy-two thousand eight hundred eighty-seven dollars and fifty cents (\$372,887.50); and

WHEREAS developer desires to record the final plat for Falcon Crest Subdivision No. 4 prior to completion of construction; and

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

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Kuna City Engineer is hereby authorized to accept a cash bond and/or an irrevocable standby Letter of Credit in lieu of construction for **Falcon Crest Subdivision No. 4** 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 three hundred seventy-two thousand eight hundred eighty-seven dollars and fifty cents (\$372,887.50);

4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

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

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

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)

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

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

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following:
 - a. Approved Landscape Plan for Falcon Crest Subdivision No. 4 and the associated Bid for landscaping by Power Enterprises, and;

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

2. Cash Deposit. Developer has executed and delivered to City cash, cashier's check or wired funds (City to provide financial institution information upon execution of agreement) to the City's trust account in the aggregate amount of three hundred seventy-two thousand eight hundred eighty-seven dollars and fifty cents (\$372,887.50), for deposit with City in its accounts (the "Cash Deposit"), which includes:
 - a. The initial City Engineer or Public Works Director's estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the Developer's contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;
 - b. To that total, the following additional sums may be added upon the following considerations:
 - i. Three (3) to ten (10) percent for inflation; ten (10) to fifteen (15) percent for the City's bidding disadvantage; and twelve (12) percent to twenty (20)

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

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

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

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

whether incurred through litigation or otherwise.

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

5/19/2022

Surety Request - Breakdown

Falcon Crest #4
Kuna, Idaho

	<u>Proposal \$</u>		<u>LOC \$</u>
Street Lights	\$ 46,303.60	x 125%=	\$ 57,879.50
Landscape	<u>\$ 298,310.00</u>	x 125%=	<u>\$ 372,887.50</u>
TOTAL SURETY	\$ 344,613.60		\$ 430,767.00

Proposal



Street Lights LLC

RCE # 51142
PO Box 6985
Boise, Idaho 83707
Mark Peterson
Phone : (208) 870-3220
Email : streetlightsllc@gmail.com

March 10, 2022

Project : **Falcon Crest Subdivision No. 4**
Quote To: **M3 c/o Conger Group**

Bid Date:
Revision Date: N/A
Date of Plans: 2/3/22

INCLUDED IN THIS PROPOSAL:

1. Provide and install (9) 25' Kuna standards black poles with Cooper USSL 52W LED heads
2. Provide the required trenching, conduit, and installation for 762 ft. per drawing...\$44,685.20
3. Provide and install necessary wire, junction boxes, and fusing for light poles
 - a) Junction boxes are not figured as concrete, or driveway rated
 - b)
4. Provide the required 6' sleeving under detached sidewalks 42 ft. per drawing and mobilization included.....\$1,618.40
5. Required grounding, electrical permits, and inspections

GRAND TOTAL\$46,303.60

NOT INCLUDED IN THIS PROPOSAL:

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

Notes:

Final billing may change due to field adjustments
Price good for 60 days from bid date

ACCEPTED BY: _____ DATE: _____

PC4

IDAHO CONSTRUCTION CONTRACT FALCON CREST ACTIVE ADULT COMMUNITY – KUNA, IDAHO

ARTICLE 1 BASIC TERMS

Owner:

M3 ID Falcon Crest, LLC
7033 E. Greenway Parkway, Ste. 100
Scottsdale, AZ 85254

Contractor:

Street Lights, LLC
PO Box 6985
Boise, Idaho 83707
Mark Peterson 208-870-3220
streetlightslc@gmail.com

Owner's Authorized Representative:

M3 Builders, LLC
7033 E. Greenway Parkway, Ste. 100
Scottsdale, AZ 85254
Mark Tate 208-939-6263
MTate@m3Companiesllc.com

Owner's Construction Manager:

Conger Group
4824 W Fairview Ave
Boise, ID 83706
Jim Conger 208-336-5355
JConger@CongerGroup.com

Project:

Falcon Crest Active Adult Community – Kuna, Idaho

Location (Parcel /Tract):

11102 South Cloverdale Road Kuna, Idaho 83634

Master Agreement No.: 050-000

Contract No.: 050-005109

Effective Date: March 29, 2022

Notice to proceed to be issued separately.

Commitment No.: 050-005109

This commitment number must appear on all pay applications relating to this Contract.

Scope of Work:

Falcon Crest Active Adult Community
Phase 4 Street Lights, see Exhibit A
attached hereto

Contract Price:

\$46,303.60, see Exhibit C attached
hereto

Specific Contract Terms:

Retention:

Five Percent (5%)

AIA Equivalent Pay App:

Required, see Exhibit G attached hereto.

Completion Times:

NTP issued: March 11, 2022

Duration: To be completed on or
before September 23, 2022

ARTICLE 2 THE CONTRACT

2.1 Owner, Owner's Authorized Representative and Construction Manager.

Owner is the owner of the Project and Owner's Authorized Representative is the development manager for the Project. The Construction Manager is Owner's development field supervisor for the Project. Pursuant to the terms of this construction contract ("Contract"), Owner is contracting with Contractor to perform the Scope of Work as described herein.

Exhibit A



Proposal

CONGER GROUP
4824 W FAIRVIEW AVE
BOISE, IDAHO 83706

Falcon Crest Phase 4 Install 2022
 W Reining Horse Ln Kuna, Idaho

Est ID: EST3024131 Plans Dated (2.22.22)

Date: Mar-09-2022

Franz Witte Landscape Contracting, Inc. proposes to provide all labor, materials, and equipment to complete the following items of work, per the provided plans and specs dated February 22, 2022:

Irrigation **\$122,220.00**

- Design/build irrigation system
- Install irrigation sleeves under hard surfaces, does not include installing sleeves under existing concrete or asphalt
- Install irrigation controller with two wire communication and decoders
- Includes point of connection into property water source, requires a minimum of 200 micron filtration

Trees **\$48,425.00**

- All plant material purchased from Cloverdale Nursery per plans & substitutions made by CN
- Includes "Bio-Plex" plant fertilizer tablets
- Includes 10' of root barrier per trees adjacent to roadways

Shrubs **\$37,995.00**

- All plant material purchased from Cloverdale Nursery per plans & substitutions made by CN
- Includes "Bio-Plex" plant fertilizer tablets

Landscape Beds **\$16,990.00**

- Install bark mulch @ 3" depth in landscape beds
- Includes fine and finish grade
- Site to be received with topsoil place at +/- .10" of finish grade

Franz Witte Landscape Contracting, Inc.
 20005 11th Avenue North
 Nampa, Idaho
 83687

P.(208) 853-0808

www.franzwitte.com
 andrew.g@franzwitte.com

Exhibit A

Turf **\$72,680.00**

- Install fescue sod per plans
- Includes fine and finish grade
- Site to be received with topsoil place at +/- .10" of finish grade
- Includes sod starter fertilizer

Estimate Total **\$298,310.00**

Exclusions :

- Boring, cutting or patching asphalt or concrete
- Extruded concrete mow strips/steel edging at landscape bed perimeters
- Excavation of unwanted materials in landscape areas to specified depths
- Haul-off or disposal of waste associated with other trades
- Construction in frozen conditions or conditions detrimental to quality
- Overtime or accelerated schedule
- Proposal pricing based on a 50 hour work week with our standard crew size. If schedule is delayed or accelerated and requires additional overtime, price to be adjusted accordingly.

Contractor: Andrew Gates
 Andrew Gates

Client: _____

Signature Date: 03/09/2022

Signature Date: _____

Email: andrew.g@franzwitte.com

IDAHO CONSTRUCTION CONTRACT FALCON CREST ACTIVE ADULT COMMUNITY – KUNA, IDAHO

ARTICLE 1 BASIC TERMS

Owner:

M3 ID Falcon Crest, LLC
7033 E. Greenway Parkway, Ste. 100
Scottsdale, AZ 85254

Contractor:

Franz Witte Landscape Contracting, Inc.
20005 11th Avenue North
Nampa, Idaho 83687
Danny Turner 208-853-0808
Danny.t@franzwitte.com

Owner’s Authorized Representative:

M3 Builders, LLC
7033 E. Greenway Parkway, Ste. 100
Scottsdale, AZ 85254
Mark Tate 208-939-6263
MTate@m3Companiesllc.com

Owner’s Construction Manager:

Conger Group
4824 W Fairview Ave
Boise, ID 83706
Jim Conger 208-336-5355
JConger@CongerGroup.com

Project:

Falcon Crest Active Adult Community – Kuna, Idaho

Location (Parcel /Tract):

11102 South Cloverdale Road Kuna, Idaho 83634

Master Agreement No.: 050-000

Contract No.: 050-005108

Effective Date: March 28, 2022

Notice to proceed to be issued separately.

Commitment No.: 050-005108

This commitment number must appear on all pay applications relating to this Contract.

Scope of Work:

Falcon Crest Active Adult Community
Phase 4 Irrigation and Landscaping, see
Exhibit A attached hereto

Contract Price:

\$298,310.00, see Exhibit C attached
hereto

Specific Contract Terms:

Retention:

Five Percent (5%)

AIA Equivalent Pay App:

Required, see Exhibit G attached hereto.

Completion Times:

NTP issued: March 10, 2022

Duration: To be completed on or
before October 31, 2022

ARTICLE 2 THE CONTRACT

2.1 Owner, Owner’s Authorized Representative and Construction Manager.

Owner is the owner of the Project and Owner’s Authorized Representative is the development manager for the Project. The Construction Manager is Owner’s development field supervisor for the Project. Pursuant to the terms of this construction contract (“**Contract**”), Owner is contracting with Contractor to perform the Scope of Work as described herein.

**RESOLUTION NO. R41-2022
CITY OF KUNA, IDAHO**

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

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

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

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

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

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

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

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

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

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

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

2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The amount of the check and face amount of the Letter of Credit is at least seven hundred seventy-nine thousand six hundred fifty-nine dollars and thirty cents (\$779,659.30);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of June, 2022.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of June, 2022.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)

THIS AGREEMENT is made by and between M3 ID FALCON CREST, LLC, an Arizona limited liability company, its Manager, M3 Builders, LLC, an Arizona limited liability company, its Member, The M3 Companies, LLC, an Arizona limited liability company (hereinafter “Developer”); whose address is 1673 W. Shoreline Drive, Suite 200, Boise, ID 83702, and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter “City”); whose address is Post Office Box 13, Kuna, Idaho 83634.

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

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

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

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

2. Cash Deposit. Developer has executed and delivered to City cash, cashier’s check or wired funds (City to provide financial institution information upon execution of agreement) to the City’s trust account in the aggregate amount of seven hundred seventy-nine thousand six hundred fifty-nine dollars and thirty cents (\$779,659.30), this amount is a reduction of previously submitted eight hundred ninety thousand four hundred thirty-nine dollars and thirty cents (\$890,439.30) for deposit with City in its accounts (the “Cash Deposit”), which includes:
 - a. The initial City Engineer or Public Works Director’s estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the Developer’s contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;

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

- withdrawals there from by City shall not constitute a waiver or estoppel against City and shall not release or relieve Developer from its obligation to install and fully pay for Improvements as required in Paragraph 1 above, and the right of City to withdraw from Cash Deposit shall not affect any rights and remedies of City against Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from Cash Deposit shall be paid by Developer, including administrative, engineering, legal, labor and materials and other procurement fees and costs.
8. Upon satisfaction of this Agreement, Developer shall provide the City with its financial institution information including account wire transfer information, authorizing the treasurer to release funds if applicable.
 9. Binding Effect and Assignment. This Agreement shall be binding upon, and inure to the benefit of, the heirs, officers, agents, legal representatives, and assigns of the parties hereto. No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld.
 10. Notices. Any notice required or desired to be given hereunder as shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.
 11. Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.
 12. Governing Law. This Agreement and the performances hereunder shall be governed by the laws of the State of Idaho.
 13. Counterparts. The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each counterpart shall be deemed an original.
 14. Waiver. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.
 15. Captions. The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.
 16. Entire Agreement. This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous promises,

representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this 2nd day of June, 2022.

M3 ID Falcon Crest, LLC
an Arizona limited liability company

By: M3 Builders, LLC
an Arizona limited liability company
Its: Manager

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

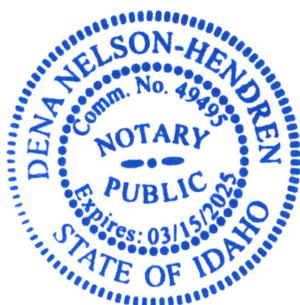


By William I. Brownlee
Manager

On this 2nd day of June, 2022, before me Dena Nelson-Hendren, personally appeared WILLIAM I. BROWNLEE known or identified to me to be the person whose name is

subscribed to the within instrument, and acknowledged to me that they executed the same as the Manager, and on behalf of the The M3 Companies, LLC.

(seal)



Dena Nelson-Hendren
Notary Public for Idaho
My commission expires on 3.15.2025

City of Kuna, Idaho

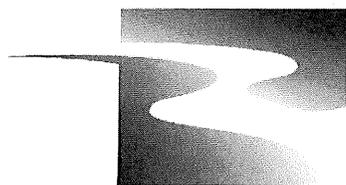
(seal)

By Joe Stear
Mayor

Attest:

Chris Engels, *City Clerk*

STATE OF IDAHO)
 : SS
County of Ada)



Boise River FENCE, INC.

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

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

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

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

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

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

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

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

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

**RESOLUTION NO. R42-2022
CITY OF KUNA, IDAHO**

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

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

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

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

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

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

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

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

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

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

1. All bid amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;

3. The amount of the check and face amount of the Letter of Credit is at least five hundred twenty-four thousand seven hundred eighteen dollars and fifty-six cents (\$524,718.56);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of June, 2022.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of June, 2022.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)

THIS AGREEMENT is made by and between M3 ID FALCON CREST, LLC, an Arizona limited liability company, its Manager, M3 Builders, LLC, an Arizona limited liability company, its Member, The M3 Companies, LLC, an Arizona limited liability company (hereinafter “Developer”); whose address is 1673 W. Shoreline Drive, Suite 200, Boise, ID 83702, and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter “City”); whose address is Post Office Box 13, Kuna, Idaho 83634.

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

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following:
 - a. Approved Landscape Plan for Falcon Crest Subdivision No. 2 and the associated Bid for landscaping by Power Enterprises, and;
 - b. Approved Fence Plan for Falcon Crest Subdivision No. 2 and the associated Bid for fencing by Boise River Fence, Inc.

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

2. Cash Deposit. Developer has executed and delivered to City cash, cashier’s check or wired funds (City to provide financial institution information upon execution of agreement) to the City’s trust account in the aggregate amount of five hundred twenty-four thousand seven hundred eighteen dollars and fifty-six cents (\$524,718.56), this amount is a reduction of previously submitted five hundred eighty-four thousand three hundred forty-three dollars and fifty-five cents (\$584,343.55) for deposit with City in its accounts (the “Cash Deposit”), which includes:
 - a. The initial City Engineer or Public Works Director’s estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the sub-divider's contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;

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

- withdrawals there from by City shall not constitute a waiver or estoppel against City and shall not release or relieve Developer from its obligation to install and fully pay for Improvements as required in Paragraph 1 above, and the right of City to withdraw from Cash Deposit shall not affect any rights and remedies of City against Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from Cash Deposit shall be paid by Developer, including administrative, engineering, legal, labor and materials and other procurement fees and costs.
8. Upon satisfaction of this Agreement, Developer shall provide the City with its financial institution information including account wire transfer information, authorizing the treasurer to release funds if applicable.
 9. Binding Effect and Assignment. This Agreement shall be binding upon, and inure to the benefit of, the heirs, officers, agents, legal representatives, and assigns of the parties hereto. No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld.
 10. Notices. Any notice required or desired to be given hereunder as shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.
 11. Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.
 12. Governing Law. This Agreement and the performances hereunder shall be governed by the laws of the State of Idaho.
 13. Counterparts. The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each counterpart shall be deemed an original.
 14. Waiver. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.
 15. Captions. The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.
 16. Entire Agreement. This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous promises,

representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this 2nd day of June, 2022.

M3 ID Falcon Crest, LLC
an Arizona limited liability company

By: M3 Builders, LLC
an Arizona limited liability company
Its: Manager

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

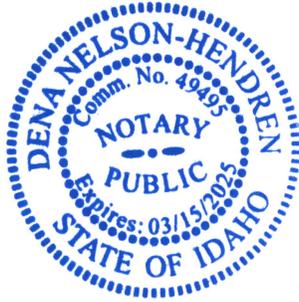


By William I. Brownlee
Manager

On this 2nd day of June, 2022, before me Dena Nelson-Henderson,
personally appeared WILLIAM I. BROWNLEE known or identified to me to be the person
whose name is

subscribed to the within instrument, and acknowledged to me that they executed the same as the Manager, and on behalf of the The M3 Companies, LLC.

(seal)



Dena Nelson-Hendren
Notary Public for Idaho
My commission expires on 3.15.2025

City of Kuna, Idaho

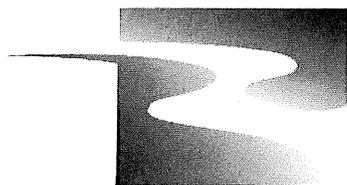
(seal)

By Joe Stear
Mayor

Attest:

Chris Engels, *City Clerk*

STATE OF IDAHO)
 : SS
County of Ada)



Boise River FENCE, INC.

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

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

DATE: 4/13/2021 **Customer:** Conger Management Group **Address:** 4824 W Fairview Ave.
Phone #: 208-336-5355 Boise, ID 83706
RE: Falcon Crest Phase 2 **Email:** djossis@congergroup.com

BID ITEMS:	DESCRIPTION:	QTY:	UNIT	PRICE	TOTAL
Custom	6' Horizontal privacy fencing	479.00	LF	\$51.50	\$24,668.50
Custom	6' Horizontal Demi Screen fencing	1052.00	LF	\$56.00	\$58,912.00
					\$0.00
					\$0.00
Total					\$83,580.50

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

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

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

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

Proposal POWER ENTERPRISES 16131 Franklin Road Nampa, ID 83687 Phone (208) 461-4670 Fax (208) 461-4354						
PROPOSAL SUBMITTED TO: M3 / Conger Management Group			PHONE: James Neylan		DATE: 6/10/2021	
STREET:			JOB NAME/LOCATION: Falcon Crest 2 - Bonding Proposal			
CITY, STATE and ZIP CODE:			DATE OF PLANS: 10/26/2020 no revisions			
			ID Bureau of Occupational License #		RCE-616	
			State of ID Public Works License #		040689 - C - 4	
Item	Description	Quantity	Unit	Unit Cost	Sub-Total	
1	Sprinkler System	1	ls	\$65,803.42	\$65,803.42	
2	Sleeving	1	ls	\$7,880.00	\$7,880.00	
3	Machine/Crew Grading	1	ls	\$20,451.00	\$20,451.00	
4	Sod	127,229	sf	\$0.48	\$61,069.92	
5	Premium Cascade Compost	498	cy	\$92.00	\$45,816.00	
6	Trees: 2" Deciduous	128	ea	\$405.00	\$51,840.00	
7	Trees: 10' Conifer	18	ea	\$675.00	\$12,150.00	
8	Plants: 5 gallon	1,483	ea	\$48.00	\$71,184.00	
9	Option: 1 year Maintenance = \$34,665 (billed in 9 monthly installments of \$3,851.70 each)					
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20	Exclusions: Soil amendments, topsoil import, site fixtures, signage, drains and drainage systems, concrete, and pavers.					
21	Notes: 1. Topsoil from onsite stockpiles shall be placed and rough graded to 2/10 by site contractor. 2. 1 year maintenance option excludes Winter months. 3. Cost increases will be added to the contract if landscape is installed after 2021.					
22						
					Total	\$336,194.34
QUALIFICATIONS						
If additional off-site topsoil is required, cost will be \$42.00 / CY						
Rough Grade within 2/10						
Bond not included, but can be provided upon request at an additional cost to customer <input checked="" type="checkbox"/>						
Plant material warranted 1 year						
No Signage						
Adequate pressure and volume of water to be supplied by Developer/General Contractor/Owner						
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.				Tami McCollum 208-697-2618 Note: This proposal may be withdrawn by Power if not accepted within 30 days.		
Acceptance of Proposal—The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.				Signature _____		
Date of Acceptance: _____				Signature _____		

**RESOLUTION NO. R43-2022
CITY OF KUNA, IDAHO**

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

WHEREAS Rising Sun Estates Subdivision No. 1 exists as part of an approved preliminary plat; and

WHEREAS construction plans for Rising Sun Estates Subdivision No. 1 were approved by the Kuna City Engineer on 22 January 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 Rising Sun Estates Subdivision No. 1 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the landscaping completion has been estimated at two hundred twenty-nine thousand three hundred eighty-six dollars and seventy-six cents (\$229,386.76) adding 25% for a total of two hundred eighty-six thousand seven hundred thirty-three dollars and forty-five cents (\$286,733.45); and

WHEREAS the fencing completion has been estimated at fifty-three thousand six hundred seventy-six dollars and zero cents (\$53,676.00) adding 25% for a total of sixty-seven thousand ninety-five dollars and zero cents (\$67,095.00); and

WHEREAS developer desires to record the final plat for Rising Sun Estates Subdivision No. 1 prior to completion of construction; and

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

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

1. All bid amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;

3. The amount of the check and face amount of the Letter of Credit is at least three hundred fifty-three thousand eight hundred twenty-eight dollars and forty-five cents (\$353,828.45);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of June, 2022.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of June 2022.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)
RISING SUN SUBDIVISION NO. 1**

THIS AGREEMENT is made by and between M3 ID RISING SUN, LLC, an Arizona limited liability company, its Manager, M3 Builders, LLC, an Arizona limited liability company, its Member, The M3 Companies, LLC, an Arizona limited liability company (hereinafter “Developer”); whose address is 1673 W. Shoreline Drive, Suite 200, Boise, ID 83702, and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter “City”); whose address is Post Office Box 13, Kuna, Idaho 83634.

WHEREAS, Developer desires to record its final plat for phase one of the development known as Rising Sun 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 Rising Sun Subdivision No. 1 and the associated Bid for landscaping by Power Enterprises, and;
 - b. Approved Fence Plan for Rising Sun Subdivision No. 1 and the associated Bid for fencing by Boise River Fence, Inc.

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

2. Cash Deposit. Developer has executed and delivered to City cash, cashier’s check or wired funds (City to provide financial institution information upon execution of agreement) to the City’s trust account in the aggregate amount of three hundred fifty-three thousand eight hundred twenty-eight dollars and forty-five cents (\$353,828.45), this amount is a reduction of previously submitted four hundred ten thousand four hundred fifty-nine dollars and seventy cents (\$410,459.70), for deposit with City in its accounts (the “Cash Deposit”), which includes:
 - a. The initial City Engineer or Public Works Director’s estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the Developer’s contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;

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

- withdrawals there from by City shall not constitute a waiver or estoppel against City and shall not release or relieve Developer from its obligation to install and fully pay for Improvements as required in Paragraph 1 above, and the right of City to withdraw from Cash Deposit shall not affect any rights and remedies of City against Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from Cash Deposit shall be paid by Developer, including administrative, engineering, legal, labor and materials and other procurement fees and costs.
8. Upon satisfaction of this Agreement, Developer shall provide the City with its financial institution information including account wire transfer information, authorizing the treasurer to release funds if applicable.
 9. Binding Effect and Assignment. This Agreement shall be binding upon, and inure to the benefit of, the heirs, officers, agents, legal representatives, and assigns of the parties hereto. No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld.
 10. Notices. Any notice required or desired to be given hereunder as shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.
 11. Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.
 12. Governing Law. This Agreement and the performances hereunder shall be governed by the laws of the State of Idaho.
 13. Counterparts. The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each counterpart shall be deemed an original.
 14. Waiver. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.
 15. Captions. The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.
 16. Entire Agreement. This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous promises,

representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this 2nd day of June, 2022.

M3 ID Rising Sun, LLC
an Arizona limited liability company

By: M3 Builders, LLC
an Arizona limited liability company
Its: Manager

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

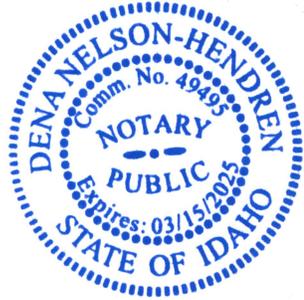


By William I. Brownlee
Manager

On this 2nd day of June, 2022, before me Jena Nelson-Hendrix, personally appeared WILLIAM I. BROWNLEE known or identified to me to be the person whose name is

subscribed to the within instrument, and acknowledged to me that they executed the same as the Manager, and on behalf of the The M3 Companies, LLC.

(seal)



[Signature]
Notary Public for Idaho
My commission expires on 3.15.2025

City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

Attest:

Chris Engels, *City Clerk*

STATE OF IDAHO)
 : SS
County of Ada)

EXHIBIT A

Proposal POWER ENTERPRISES 16131 Franklin Road Nampa, ID 83687 Phone (208) 461-4670 Fax (208) 461-4354						
PROPOSAL SUBMITTED TO: Conger Management Group / M3			PHONE: James Neylan 208-336-5355 ext 1		DATE: 6/10/2021	
STREET:			JOB NAME/LOCATION: Rising Sun 1 Proposal Rev 1			
CITY, STATE and ZIP CODE:			DATE OF PLANS: 5/7/2020 last revised 11/5/2020			
			ID Bureau of Occupational License #		RCE-616	
			State of ID Public Works License #		040689 - C - 4	
Item	Description	Quantity	Unit	Unit Cost	Sub-Total	
1	Sprinkler System	1	ls	\$24,620.00	\$24,620.00	
2	Sleeving	1	ls	\$3,345.00	\$3,345.00	
3	Machine/Crew Grading	1	ls	\$5,155.00	\$5,155.00	
4	Sod	109,187	sf	\$0.48	\$52,409.76	
5	Bed Area - Premium Cascade Compost	291	cy	\$92.00	\$26,772.00	
6	Trees: 2" Deciduous (Substitutions required for some varieties)	113	ea	\$395.00	\$44,635.00	
7	Trees: 7-8' Conifer (Substitutions required for some varieties)	27	ea	\$535.00	\$14,445.00	
8	Plants: 5 gallon (Substitutions required for some varieties)	1,289	ea	\$45.00	\$58,005.00	
9	Option: 1 year Maintenance = \$23,765 (billed in 9 monthly installments of \$2,640.57 each)					
10						
11						
12						
13						
14	Exclusions: Soil amendments, topsoil import, native landscape areas, site fixtures, concrete, pathways, walls and fencing.					
15	Notes: 1. Topsoil from onsite stockpiles shall be placed and rough graded to 2/10 by site contractor. 2. 1 year maintenance option excludes Winter months. 3. Cost increases will be added to the contract if landscape is installed after 2021. 4. Our irrigation supplier was unable to provide a quote by the specified deadline, therefore the irrigation line item may need to be adjusted once we receive their quote.					
16						
					Total	\$229,386.76
QUALIFICATIONS						
If additional off-site topsoil is required, cost will be \$42.00 / CY						
Rough Grade within 2/10						
Bond not included, but can be provided upon request at an additional cost to customer.						
Plant material warranted 1 year						
No Signage						
Adequate pressure and volume of water to be supplied by Developer/General Contractor/Owner						
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.				Tami McCollum 208-697-2618		
Acceptance of Proposal- The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.				Note: This proposal may be withdrawn by Power if not accepted within 30 days.		
Date of Acceptance: _____				Signature _____ Signature _____		



BOBBY WITHROW
PARKS DIRECTOR
Telephone (208) 639-5346
Email: BWithrow@kunaid.gov

MEMORANDUM

To: Mayor and City Council

From: Bobby Withrow

Subject: Contingency Request For History Building Mold Problem

Mayor and City Council,

It was brought to our attention that there is a mold problem in the History Building, located at 329 Main Street. Staff was sent to investigate and they discovered there was a mold problem and it was originally reported over a year and half ago and nothing was done. I had Jake Adams with Facilities try and pin point the problem and he found a bigger mess. There is a lot of mold and it was spreading throughout the building. We called a couple disaster clean up companies and got quotes for clean-up. The reason for calling a company like that was they specialize in cleaning of and retaining documents that have been contaminated with mold.

I come before you tonight to ask for up to Twenty Thousand Dollars (\$20,000.00) for clean up of mold in History Building.

Thank You,

Bobby Withrow
Parks Director
Fleet/Facilities

(Space above reserved for recording)

ORDINANCE 2022-17

CITY OF KUNA, IDAHO

ORDINANCE AMENDING THE EXTERIOR BOUNDARIES
OF THE KUNA MUNICIPAL IRRIGATION SYSTEM
[DB DEVELOPMENT LLC. real property]

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

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

The City Council findings: The City Council makes the following findings of its authority, purpose and the history of the enactment of this ordinance:

- 1.1 The City of Kuna has established and operates, as authorized by Title 50, Chapter 18, Idaho Code, a municipal irrigation system, known and referred to as *Kuna Municipal Irrigation System* (the “KMIS”); and

- 1.2 Commencing with the establishment of the KMIS and with every additional real property enlarging KMIS, the City Council has passed and enacted an ordinance pursuant to Idaho Code Section 50-1832 describing and enlarging the exterior boundaries of KMIS; and
- 1.3 It is the intention of the City Council to include that certain real property identified by the Ada County Assessor’s office as DB DEVELOPMENT LLC. [legally described in **Exhibit A** attached to this Ordinance and by this reference incorporated herein] (the “SUBJECT REAL PROPERTIES”) within the boundaries of KMIS and which SUBJECT REAL PROPERTIES are depicted on the attached **Exhibit B** Location Map; and
- 1.4 It is therefore necessary as required by Idaho Code Section 50-1832 to approve and enact this Ordinance in order to include the Subject Real Properties within the boundaries of KMIS.

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

Section 1: The boundaries of the Kuna Municipal Irrigation System are enlarged by the inclusion of the SUBJECT REAL PROPERTIES and the boundaries thereof are adjusted accordingly, said SUBJECT REAL PROPERTY being described as follows in **Exhibit A** attached hereto this Ordinance.

Section 2: Declaring the water rights appurtenant thereto are hereby pooled for delivery purposes.

Section 3: The City Clerk is hereby directed to record, in the office of the recorder for Ada County, a certified copy of this ordinance as required by Section 50-1832, Idaho Code.

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to Nampa~Meridian Irrigation District, the owner of the SUBJECT REAL PROPERTIES and to update the official City map of the exterior boundaries of KMIS.

Section 5: Effective Date: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

DATED this 7th day of June 2022.

ATTEST:

CITY OF KUNA, Ada County, Idaho

Joe L. Stear, Mayor

Chris Engels, City Clerk

EXHIBIT A**LEGAL DESCRIPTION FOR WATER RIGHTS ON
DB DEVELOPMENT LLC
CASPIAN SUBDIVISION NO. 1**

KNOW ALL MEN BY THESE PRESENTS: That the undersigned does hereby certify that it is the owner of a certain tract of land to be known as CASPIAN SUBDIVISION, and that it intends to include the following described land in this plat:

A portion of land situate in the southwest quarter of the southwest quarter of Section 35, Township 3 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, and being more particularly described as follows:

Commencing at the northwest quarter of the southwest quarter of said Section 35; thence S00°08'18"W, 1,326.33 feet along the westerly boundary of the northwest quarter of said Section 35 and the centerline of South Ten Mile Road; thence S00°08'18"W, 214.42 feet continuing along the westerly boundary of the northwest quarter of said Section 35 and the centerline of South Ten Mile Road; thence S89°56'11"E, 48.00 feet to the Point of Beginning:

Thence S89°56'11"E, 161.19 feet;

Thence N00°14'47"E, 208.55 feet;

Thence S89°56'50"E, 1,120.08 feet;

Thence S00°03'10"W, 99.28 feet;

Thence S07°22'04"E, 50.45 feet;

Thence S00°09'00"W, 237.50 feet;

Thence N89°51'00"W, 100.00 feet;

Thence S83°37'02"W, 50.33 feet;

Thence N89°51'00"W, 200.00 feet;

Thence S88°25'39"W, 50.02 feet;

Thence N89°43'19"W, 99.97 feet;

Thence S00°16'37"W, 14.52 feet;

Thence N89°43'20"W, 788.35 feet;

Thence N00°08'18"E, 195.87 feet along a line 48 feet easterly of and parallel to the westerly boundary of the southwest quarter of said Section 35 and the centerline of Ten Mile Road to the Point of Beginning.

Comprising 11.18 acres, more or less.

