OFFICIALS
Joe Stear, Mayor
Greg McPherson, Council President
Chris Bruce, Council Member
Matt Biggs, 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, December 06, 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 November 15, 2022

B. Accounts Payable Dated December 01, 2022, in the amount of $981,609.05

C. Findings of Facts Conclusion of Law

1. Case Nos. 22-02-AN, 22-01-ZC & 22-02-DA Lamp District.

2. Case Nos. 21-16-AN (Annexation) and 21-11-S (Preliminary Plat) Riverton Subdivision.

D. Final Plats

1. Malaspina Ranch Subdivision No. 2

E. Resolutions

1. Resolution R88-2022

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO:

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.

- PROVIDING CERTAIN FINDINGS; AND
- ADOPTING, APPROVING AND ENACTING THE ENVISION KUNA - 2019 COMPREHENSIVE PLAN (MAPS) AMENDMENT INCLUDING THE FUTURE LAND USE MAP FOR THE CITY OF KUNA, IDAHO; AND
- DIRECTING THE CITY CLERK; AND
- ESTABLISHING AN EFFECTIVE DATE.

2. Resolution R89-2022

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

- Making certain general findings regarding the City's wastewater system;
- Making certain findings regarding projects being considered by the City to address capacity issues;
- Declaring that the City currently lacks the ability to provide service to new development in the Danskin, Patagonia, Greyhawk, Discovery, Hubbard, Indian Creek, Ten Mile, Paloma, Springhill and Memory Ranch Basins, and that so long as this inability continues land use applications for lands in these basins are likely to be denied due to the City's inability to serve;
- Directing the City Clerk and Planning and Zoning Staff; and
- Providing an Effective Date.

3. Resolution R90-2022

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

- Making certain general findings regarding the City's wastewater system affecting the Danskin Basin;
- Establishing a system of allocating Equivalent Dwelling Units ("EDUs") in the Danskin Basin should the 18 Inch Diameter Danskin Force Main be improved;
- Declaring that the City will be unable to approve land use applications in the Danskin Basin once all EDUs from the improved 18 Inch Diameter Danskin Force Main have been allocated unless/until new improvements are made to the City wastewater system to add more capacity;
- Directing the City Clerk and Planning and Zoning Staff; and
- Providing an Effective Date.

4. Resolution R91-2022

   RESOLUTION AWARDING THE CONTRACT FOR THE KUNA SEWER POND 3 RELINING TO KNIFE RIVER CORPORATION IN THE AMOUNT OF $1,118,811.00 FOR THE RELINING AND REHABILITATION OF THE EXISTING SEWER POND 3; DIRECTING EXPENDITURE OF FUNDS FROM THE SEWER FUND FOR SAID PROJECT; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID CONTRACTOR.

5. Resolution R92-2022

   A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO SIGN; AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSAL FOR LANDSCAPE ARCHITECTURAL SERVICES ESTIMATED SCOPE OF WORK AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

6. Resolution R93-2022

   A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO SIGN; AND AUTHORIZING THE MAYOR TO EXECUTE THE VETERANS OF FOREIGN WARS LEASE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

5. 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.

7. Business Items:

A. Rising Sun Subdivision No. 3 (FKA Rising Sun Commons) Preliminary Plat Time Extension: - Jessica Reid, Associate Planner ACTION ITEM

On behalf of M3 Companies, LLC, JUB Engineers requests Time Extension Approval for the Rising Sun No. 3 (FKA as Rising Sun Commons) Preliminary Plat. The project is located on the southeast corner of the W Kuna Road and S Easter Avenue intersection (APNs: R0615250525, R0615250700, R0615250651): Section 30, Township 2 North, Range 1 East.

B. Monarch Landing Subdivision Preliminary Plat Time Extension – Jessica Reid, Associate Planner ACTION ITEM

Applicant requests Time Extension Approval for the Monarch Landing Preliminary Plat. The project is located on the southwest corner of the W Hubbard Road and N Linder Road Intersection (APN: R8555340180): Section 14, Township 2 North, Range 1 West.

C. Whisper Meadows Subdivision Preliminary Plat Time Extension – Jessica Reid, Associate Planner ACTION ITEM

Applicant requests a second Time Extension Approval for the Whisper Meadows Preliminary Plat. The project is located half a mile north of the N Linder Road and W Columbia Road intersection, on the west side of N Linder Road (APNs: R1693860010, R1393850100, R1693860280, R1693860290); Section 11, Township 2 North, Range 1 West.

D. Ashton Estates Subdivision No. 5 (FKA Ashton Estates East) Final Plat Time Extension – Jessica Reid, Associate Planner ACTION ITEM

Applicant requests Time Extension Approval for the Ashton Estates (East) No. 5 Final Plat. The project is located immediately west of the N Stone Falls Avenue and E Meadow View Road intersection (APN: S1419244200); Section 19, Township 2 North, Range 1 East.

8. Ordinances:

A. Consideration to approve Ordinance No. 2022-35 ACTION ITEM

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO

- REPEALING SECTION 1 OF CHAPTER 1 OF TITLE 9 KUNA CITY CODE; AND
- AMENDING CHAPTER 1 OF TITLE 9 KUNA CITY CODE BY THE ADDITION OF SECTION 1 PROVIDING FOR THE PAYMENT OF FIRE PROTECTION DISTRICT PLAN REVIEW AND STRUCTURE INSPECTION FEES; AND
- DIRECTING THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

9. Executive Session:

A. Executive Session under Idaho Code 74-206(e) To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations;

9. Mayor/Council Announcements:

10. Adjournment:

OFFICIALS
Joe Stear, Mayor
Greg McPherson, Council President
Chris Bruce, Council Member
Matt Biggs, 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, November 15, 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 00:00:09)

COUNCIL MEMBERS PRESENT:
Mayor Joe Stear
Council President McPherson
Council Member Chris Bruce
Council Member Matt Biggs
Council Member John Laraway

CITY STAFF PRESENT:
Marc Bybee, City Attorney absent
Matt Johnson, City Attorney
Chris Engels, City Clerk
Jared Empey, City Treasurer
Mike Fratusco, Kuna Police Chief
Doug Hanson, P & Z Director
Bobby Withrow, Parks Director
Morgan Treasure, Economic Development Director
Paul Stevens, City Engineer
Nancy Stauffer, Human Resource Director
Troy Behunin, Senior Planner
Jessica Reid, Associate Planner

2. Invocation

3. Pledge of Allegiance: Mayor Stear
(Timestamp 00:00:30)

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 00:00:50)

A. Regular City Council Meeting Minutes Dated November 01, 2022

B. Accounts Payable Dated November 09, 2022, in the amount of $455,267.31

C. Findings of Facts Conclusion of Law

1. Comprehensive Plan Amendment, Future Land Use Map.

2. Case No. 22-05-S (Preliminary Plat) – Falcon Crest South Subdivision.

3. Case Nos. 22-01-AN (Annexation), 22-01-PUD (Planned Unit Development), 22-01-S (Preliminary Plat), 22-01-DA (Development Agreement), Patagonia East, Ridge, Lakes Subdivision – Westpark Companies, Inc.

D. Resolutions

1. Resolution R87-2022

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 FENCING PURSUANT TO THE TERMS OF THIS RESOLUTION.

Motion To: Approve the Consent Agenda
Motion By: Council President McPherson
Motion Seconded: Council Member Laraway
Further Discussion: None
Approved by the Following Roll Call Vote:
Voting Aye: Council Members Biggs, Bruce, McPherson, Laraway
Voting No: None
Absent: None
Motion Passed: 4-0-0

5. 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 00:01:37)

A. Consideration to approve Case Nos. 21-16-A (Annexation) and 21-11-S (Preliminary Plat) RIVERTON SUBDIVISION; Providence Properties LLC requests Annexation for approx. 38 acres into the City of Kuna with the C-2 (Area Commercial), and R-8 (High Density Residential) zoning districts; and requests Preliminary Plat approval to subdivide the same lands into 182 single-family lots, 23 common lots, one (1) shared access lot, and four (4) commercial lots. The site is near the northeast corner of the intersection of Kuna and Locust Grove Roads, in Section 20, Township 2 North, Range 1 East (APN: S1420325708). Troy Behunin, Senior Planner ACTION ITEM

https://www.kunacity.id.gov/DocumentCenter/View/8275/21-16-AN-Riverton-Sub-Council-PACKET-PDF

Troy Behunin, Senior Planner, reviewed the application and stood for questions.

Council Member Biggs asked about offsite additions and who will be responsible.

Applicant, Patrick Connor, responded during his presentation.

Applicant (distributed paper copies of the presentation)

Joe Larson, member of the community, expressed his concerns on the project.

Council President McPherson asked the Public Works Director about the tank and pond.

Paul Stevens, Public Works Director responded.

Council Member Biggs asked the Kuna School District about the comments from the Meridian Planning and Zoning Commission.

Danielle Horras, Kuna School District responded.

Open Public Hearing
Receive evidence
Consideration to close evidence presentation and proceed to deliberation

Motion To: Close Evidence presentation and proceed to deliberation
Motion By: Council President McPherson
Motion Seconded: Council Member Laraway
Voting Aye: McPherson, Biggs, Bruce, Laraway
Voting No: None
Absent: None
Motion Passed: 4-0-0

Council Members deliberate the application.

Motion To: Approve Case Nos. 21-16-A (Annexation) and 21-11-S (Preliminary Plat) Riverton Subdivision with conditions listed in the packet.
Motion By: Council President McPherson
Motion Seconded: Council Member Laraway
Voting Aye: McPherson, Biggs, Laraway
Voting No: Bruce
Absent: None
Motion Passed: 3-1-0

B. Case Nos. 22-02-AN (Annexation), 22-01-ZC (Rezone) & 22-02-DA (Development Agreement) for Lamp District – Jessica Reid, Associate Planner ACTION ITEM
(Timestamp 01:00:46)

Riley Planning Services, on behalf of Miriam LLC and Japheth LLC, requests approval to Annex four (4) parcels (APNs: R8528532000, R8528531500, R8528531000, R8528530500) totaling approximately 24.65 acres, into Kuna City Limits with a C-2 (Area Commercial) zone; and to Rezone two (2) parcels (APNs: S1418336401, S1418336332) already within Kuna City Limits, totaling approximately 10.18 acres, to a C-2 (Area Commercial) zone. The subject sites are located on the northeast corner of the N Meridian Road and E Deer Flat Road intersection; Section 18, Township 2 North, Range 1 East. There is no development associated with this application, however, the Applicant has provided a Preliminary Concept Plan on which a future development application(s) will be in substantial compliance with, as ensured by a Development Agreement.

https://www.kunacity.id.gov/DocumentCenter/View/8276/22-02-AN-22-01-ZC-22-02-DA-Lamp-District-Staff-Packet-CC-PDF

Jessica Reid, Associate Planner, reviewed the application and stood for questions.

Applicant representative Penelope Constikes (SP) reviewed presentation and application and stood for questions.

Council Member Laraway asked about mixed use on the project.

Penelope Constikes responded.

Council President McPherson asked about piping the canal.

Penelope Constikes responded.

Danielle Horras Kuna School District reviewed the school districts view on the project and testified in opposition.

Ladette (SP), resident of Kuna, expressed support for the Kuna School District.

Rebecca, resident of Kuna, expressed her support for the Kuna School District and her concern for the rezone.

Crystal Robles, resident of Kuna testified in opposition of the project.

Sarah Lett, resident of Kuna testified in opposition of the project.

Darcy Keenan, resident of Kuna, testified in opposition of the project and in support of the school district.

Joe Larson, resident of Kina, testified in opposition of the project.

Douglas Klegg (SP), Developer of the project, testified neutral on the project.

Penelope Constikes conducted the rebuttal.

Jessica Reid explained the rezone application process.

Open Public Hearing
Receive evidence
Consideration to close evidence presentation and proceed to deliberation

Motion To: Close Evidence presentation and proceed to deliberation
Motion By: Council President McPherson
Motion Seconded: Council Member Bruce
Voting Aye: McPherson, Biggs, Bruce, Laraway
Voting No: None
Absent: None
Motion Passed: 4-0-0

Motion To: Approve Case Nos. 22-02-AN (Annexation), 22-01-ZC (Rezone) and 22-02-DA (Development Agreement) for Lamp District.
Motion By: Council President McPherson
Motion Seconded: Council Member Bruce
Voting Aye: McPherson, Biggs, Bruce
Voting No: Laraway
Absent: None
Motion Passed: 3-1-0

7. Business Items:

(Timestamp 01:56:50)

A. 2022 Arbor Day Proclamation. Mayor Stear.

B. 2022 Small Business Saturday Proclamation. Mayor Stear.
(Timestamp 01:58:59)

C. Year-end Budget Results FY 2022 and Cash Report, Jared Empey, City Treasurer DISCUSSION ITEM
(Timestamp 02:01:12)

Jared Empey, City Treasurer, reviewed year end budget results and stood for questions.

D. Consideration to approve Sewer Contingency request for three blowers for the Waste Water Treatment Plant. Paul Stevens, Public Works Director ACTION ITEM
(Timestamp 02:13:18)

Paul Stevens, Public Works Director, reviewed the request and stood for questions.

Motion To: Approve Sewer Contingency request for three blowers for $583,000 the Waste Water Treatment Plant. City Attorney "Declaration for sole source of procurement for compatibility of equipment."
Motion By: Council President McPherson
Motion Seconded: Council Member Biggs
Voting No: None
Absent: None
Motion Passed: 4-0-0

E. Update on Kuna Police Station. Chris Engels, City Clerk DISCUSSION ITEM
(Timestamp 02:20:22)

Chris Engels, City clerk, reviewed updates on the Kuna Police Station.

8. Ordinances:

9. Mayor/Council Announcements:

10. Adjournment: 8:39 P.M.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

Minutes prepared by Nathan Stanley, Deputy City Clerk
Date Approved: CCM 12.06.2022

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
ADA COUNTY HIGHWAY DISTRICT (RENT)												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	17399		SHOP RENT FOR DECEMBER 2022-PARKS	11/21/2022	148.50	.00	01-6211 RENT-BUILDINGS & LAND	0	11/22		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	17399		SHOP RENT FOR DECEMBER 2022-WATER	11/21/2022	126.00	.00	20-6211 RENT-BUILDINGS & LAND	0	11/22		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	17399		SHOP RENT FOR DECEMBER 2022-SEWER	11/21/2022	121.50	.00	21-6211 RENT - BUILDINGS & LAND	0	11/22		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	17399		SHOP RENT FOR DECEMBER 2022-PI	11/21/2022	54.00	.00	25-6211 RENT - BUILDINGS & LAND	0	11/22		
Total 17399:						450.00	.00					
Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	.00					
ADA COUNTY PROSECUTING ATTORNE												
176	ADA COUNTY PROSECUTING ATTORNE	11212022ACP		PROSECUTORIAL SERVICES FOR DECEMBER 2022	11/21/2022	4,500.00	.00	01-6203 PROSECUTORIAL SERVICES	0	11/22		
Total 11212022ACPA:						4,500.00	.00					
Total ADA COUNTY PROSECUTING ATTORNE:						4,500.00	.00					
ADA COUNTY SHERIFF'S OFFICE												
6	ADA COUNTY SHERIFF'S OFFICE	107307		SHERIFF POLICE SERVICES FOR NOVEMBER.'22	11/09/2022	283,562.00	283,562.00	01-6000 LAW ENFORCEMENT SERVICES	0	11/22	11/18/2022	
Total 107307:						283,562.00	283,562.00					
Total ADA COUNTY SHERIFF'S OFFICE:						283,562.00	283,562.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
ADA COUNTY TREASURER												
68	ADA COUNTY TREASURER	12202022AC-P		2022 PROPERTY TAX BILL, 793 W 4TH ST, R5070001633	12/06/2022	212.78	.00	01-6160 MISCELLANE0US EXPENSES	0	11/22		
Total 12202022AC-PT:						212.78	.00					
Total ADA COUNTY TREASURER:						212.78	.00					
AIR FILTER SUPERSTORE WHOLESALE LLC												
1876	AIR FILTER SUPERSTORE WHOLESALE LLC	INV73309	14654	AIR FILTERS FOR CITY HALL, S. HOWELL, NOV. '22-WATER	11/09/2022	16.64	16.64	20-6140 MAINT. & REPAIR BUILDING	0	11/22	11/18/2022	
1876	AIR FILTER SUPERSTORE WHOLESALE LLC	INV73309	14654	AIR FILTERS FOR CITY HALL, S. HOWELL, NOV. '22-SEWER	11/09/2022	16.64	16.64	21-6140 MAINT & REPAIR BUILDING	0	11/22	11/18/2022	
1876	AIR FILTER SUPERSTORE WHOLESALE LLC	INV73309	14654	AIR FILTERS FOR CITY HALL, S. HOWELL, NOV. '22-PI	11/09/2022	6.40	6.40	25-6140 MAINT & REPAIR BUILDING	0	11/22	11/18/2022	
1876	AIR FILTER SUPERSTORE WHOLESALE LLC	INV73309	14654	AIR FILTERS FOR SENIOR CENTER, S. HOWELL, NOV. '22	11/09/2022	30.92	30.92	01-6140 MAINT. & REPAIR BUILDING	1001	11/22	11/18/2022	
1876	AIR FILTER SUPERSTORE WHOLESALE LLC	INV73309	14654	AIR FILTERS FOR CITY HALL, S. HOWELL, NOV. '22-ADMIN	11/09/2022	24.32	24.32	01-6140 MAINT. & REPAIR BUILDING	0	11/22	11/18/2022	
Total INV73309:						94.92	94.92					
Total AIR FILTER SUPERSTORE WHOLESALE LLC:						94.92	94.92					
ALLSTREAM BUSINESS US, INC												
1411	ALLSTREAM BUSINESS US, INC	18924183		TELEPHONE, DATA & NETWORK SERVICES, 11/01-11/30/2022-ADMIN	11/01/2022	381.04	381.04	01-6255 TELEPH0NE	0	11/22	11/14/2022	
1411	ALLSTREAM BUSINESS US, INC	18924183		TELEPHONE, DATA & NETWORK SERVICES, 11/01-11/30/2022-WATER	11/01/2022	353.83	353.83	20-6255 TELEPH0NE EXPENSE	0	11/22	11/14/2022	
1411	ALLSTREAM BUSINESS US, INC	18924183		TELEPHONE, DATA & NETWORK SERVICES, 11/01-11/30/2022-SEWER	11/01/2022	353.83	353.83	21-6255 TELEPH0NE EXPENSE	0	11/22	11/14/2022	

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
1411	ALLSTREAM BUSINESS US, INC	18924183		TELEPHONE, DATA & NETWORK SERVICES, 11/01-11/30/2022-PI	11/01/2022	136.09	136.09	25-6255 TELEPH0NE EXPENSE	0	11/22	11/14/2022	
1411	ALLSTREAM BUSINESS US, INC	18924183		TELEPHONE, DATA & NETWORK SERVICES, 11/01-11/30/2022-PI	11/01/2022	136.10	136.10	01-6255 TELEPH0NE	1003	11/22	11/14/2022	
Total 18924183:						1,360.89	1,360.89					
Total ALLSTREAM BUSINESS US, INC:						1,360.89	1,360.89					
ALPHA HOME PEST CONTROL, LLC												
1804	ALPHA HOME PEST CONTROL, LLC	86326		QUARTERLY PEST CONTROL-FLEET-PI	11/09/2022	9.50	9.50	25-6140 MAINT & REPAIR BUILDING	0	11/22	11/18/2022	
1804	ALPHA HOME PEST CONTROL, LLC	86326		QUARTERLY PEST CONTROL-FLEET-ADMIN	11/09/2022	47.50	47.50	01-6140 MAINT. & REPAIR BUILDING	0	11/22	11/18/2022	
1804	ALPHA HOME PEST CONTROL, LLC	86326		QUARTERLY PEST CONTROL-FLEET-WATER	11/09/2022	19.00	19.00	20-6140 MAINT. & REPAIR BUILDING	0	11/22	11/18/2022	
1804	ALPHA HOME PEST CONTROL, LLC	86326		QUARTERLY PEST CONTROL-FLEET-SEWER	11/09/2022	19.00	19.00	21-6140 MAINT & REPAIR BUILDING	0	11/22	11/18/2022	
Total 86326:						95.00	95.00					
Total ALPHA HOME PEST CONTROL, LLC:						95.00	95.00					
ALPINE OFFICE PRODUCTS												
2118	ALPINE OFFICE PRODUCTS	WO-12723-1	14692	1 CASE PAPER FOR PARKS DEPARTMENT, NOV. '22	11/10/2022	66.08	.00	01-6165 OFFICE SUPPLIES	1004	11/22		
2118	ALPINE OFFICE PRODUCTS	WO-12723-1	14692	ONE CASE OF PAPER FOR CITY HALL, NOV. '22- ADMIN	11/10/2022	27.61	.00	01-6165 OFFICE SUPPLIES	0	11/22		
2118	ALPINE OFFICE PRODUCTS	WO-12723-1	14692	ONE CASE OF PAPER FOR CITY HALL, NOV. '22- WATER	11/10/2022	17.18	.00	20-6165 0FFICE SUPPLIES	0	11/22		
2118	ALPINE OFFICE PRODUCTS	WO-12723-1	14692	ONE CASE OF PAPER FOR CITY HALL, NOV. '22- SEWER	11/10/2022	17.18	.00	21-6165 OFFICE SUPPLIES	0	11/22		

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
2118	ALPINE OFFICE PRODUCTS	WO-12723-1	14692	ONE CASE OF PAPER FOR CITY HALL, NOV. '22- P.I	11/10/2022	6.61	.00	25-6165 OFFICE SUPPLIES	0	11/22		
Total WO-12723-1:						134.66	.00					
2118	ALPINE OFFICE PRODUCTS	WO-12723-2	14692	6 PACK KLEENEX FOR CITY HALL, NOV.'22- SEWER	11/11/2022	7.61	.00	21-6165 OFFICE SUPPLIES	0	11/22		
2118	ALPINE OFFICE PRODUCTS	WO-12723-2	14692	6 PACK KLEENEX FOR CITY HALL, NOV.'22- P.I	11/11/2022	2.93	.00	25-6165 OFFICE SUPPLIES	0	11/22		
2118	ALPINE OFFICE PRODUCTS	WO-12723-2	14692	6 PACK KLEENEX FOR CITY HALL, NOV.'22- ADMIN	11/11/2022	11.12	.00	01-6165 OFFICE SUPPLIES	0	11/22		
2118	ALPINE OFFICE PRODUCTS	WO-12723-2	14692	6 PACK KLEENEX FOR CITY HALL, NOV.'22- WATER	11/11/2022	7.61	.00	20-6165 0FFICE SUPPLIES	0	11/22		
Total WO-12723-2:						29.27	.00					
Total ALPINE OFFICE PRODUCTS:						163.93	.00					
AMERICAN AIR FILTER COMPANY INC												
1842	AMERICAN AIR FILTER COMPANY INC	91875950	14762	3 BOXES FILTERS FOR WWTP, M. NADEU, NOV. '22	11/29/2022	174.12	.00	21-6140 MAINT & REPAIR BUILDING	0	11/22		
Total 91875950:						174.12	.00					
Total AMERICAN AIR FILTER COMPANY INC:						174.12	.00					
ASSOCIATION OF IDAHO CITIES												
8	ASSOCIATION OF IDAHO CITIES	YM200009397		AIC FALL DISTRICT-NAMPA-JOE STEAR	10/11/2022	50.00	50.00	01-6155 MEETINGS/COMMITTEES	0	11/22	11/18/2022	
Total YM200009397:						50.00	50.00					
Total ASSOCIATION OF IDAHO CITIES:						50.00	50.00					
B.A. FISCHER SALES CO., INC.												

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1651	B.A. FISCHER SALES CO., INC.	0195185-IN	14755	GASKETS FOR BLOWERS AT LAGOONS, W.TAGGART, NOV.'22	11/23/2022	9.48	.00	21-6150 M & R - SYSTEM	0	11/22		
Total 0195185-IN:						9.48	.00					
Total B.A. FISCHER SALES CO., INC.:						9.48	.00					
BI-MART CORPORATION												
1931	BI-MART CORPORATION	27379	14719	CLIPS FOR HOLIDAY LIGHTS, J.MORFIN, NOV.'22	11/15/2022	25.96	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	11/22		
Total 27379:						25.96	.00					
Total BI-MART CORPORATION:						25.96	.00					
BOISE METRO CHAMBER OF COMMERCE												
71	BOISE METRO CHAMBER OF COMMERCE	5815683		BVEP DUES ECONOMIC DEVELOPMENT, 10/01/2022-09/30/2023	08/24/2022	5,000.00	5,000.00	01-6075 DUES & MEMBERSHIPS	4000	11/22	11/18/2022	
Total 5815683:						5,000.00	5,000.00					
Total BOISE METRO CHAMBER OF COMMERCE:						5,000.00	5,000.00					
BOISE SPRING WORKS INC												
2180	BOISE SPRING WORKS INC	22179	14740	NEW SHOCKS FOR WATER TRUCK 3500, J. DURHAM, NOV. '22- WATER	11/15/2022	1,264.64	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	11/22		
2180	BOISE SPRING WORKS INC	22179	14740	NEW SHOCKS FOR WATER TRUCK 3500, J. DURHAM, NOV. '22- P.I	11/15/2022	316.16	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	11/22		
Total 22179:						1,580.80	.00					
Total BOISE SPRING WORKS INC:						1,580.80	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
CALDWELL CHAMBER OF COMMERCE												
2179	CALDWELL CHAMBER OF COMMERCE	11182022CC	14717	CALDWELL CHAMBER OF COMMERCE, APPLICATION FEE FOR PARADE, C.SMITH, NOV.'22	11/18/2022	125.00	125.00	01-6135 PUBLIC ENTERTAINMENT	1306	11/22	11/18/2022	
Total 11182022CC:						125.00	125.00					
Total CALDWELL CHAMBER OF COMMERCE:						125.00	125.00					
CASELLE INC												
1239	CASELLE INC	120982		ADDED IRRIGATION SERVICES & RATES FOR 2023	11/09/2022	350.00	350.00	25-6052 C0NTRACT SERVICES	0	11/22	11/14/2022	
Total 120982:						350.00	350.00					
Total CASELLE INC:						350.00	350.00					
CENTURYLINK												
62	CENTURYLINK	208922113658		DEDICATED LANDLINE TO SCADA, 10/25-11/24/2022 - P.I	10/25/2022	9.53	9.53	25-6255 TELEPH0NE EXPENSE	0	11/22	11/14/2022	
62	CENTURYLINK	208922113658		DEDICATED LANDLINE TO SCADA, 10/25-11/24/2022 - SEWER	10/25/2022	24.96	24.96	21-6255 TELEPH0NE EXPENSE	0	11/22	11/14/2022	
62	CENTURYLINK	208922113658		DEDICATED LANDLINE TO SCADA, 10/25-11/24/2022 - WATER	10/25/2022	24.96	24.96	20-6255 TELEPH0NE EXPENSE	0	11/22	11/14/2022	
Total 2089221136586B10252022:						59.45	59.45					
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 11/07-12/06/2022-P&Z	11/07/2022	5.71	5.71	01-6255 TELEPH0NE	1003	11/22	11/18/2022	
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 11/07-12/06/2022-PI	11/07/2022	5.70	5.70	25-6255 TELEPH0NE EXPENSE	0	11/22	11/18/2022	

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
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 11/07-12/06/2022-SEWER	11/07/2022	14.83	14.83	21-6255 TELEPH0NE EXPENSE	0	11/22	11/18/2022	
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 11/07-12/06/2022-WATER	11/07/2022	14.83	14.83	20-6255 TELEPH0NE EXPENSE	0	11/22	11/18/2022	
62	CENTURYLINK	208922917954		DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 11/07-12/06/2022-ADMIN	11/07/2022	15.97	15.97	01-6255 TELEPH0NE	0	11/22	11/18/2022	
Total 2089229179548B11072022:						57.04	57.04					
62	CENTURYLINK	208922932280		INTERNET SERVICES AT THE SHOP, 10/25-11/24/2022	10/25/2022	100.58	100.58	01-6255 TELEPH0NE	1004	11/22	11/14/2022	
Total 2089229322801B10252022:						100.58	100.58					
Total CENTURYLINK:						217.07	217.07					
CREATIVE WRAPS												
1970	CREATIVE WRAPS	2958	14765	VINYL STICKERS FOR THE FACILITIES TRAILER, J.DURHAM, NOV.'22 - ADMIN	11/23/2022	175.00	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	11/22		
1970	CREATIVE WRAPS	2958	14765	VINYL STICKERS FOR THE FACILITIES TRAILER, J.DURHAM, NOV.'22 - WATER	11/23/2022	70.00	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	11/22		
1970	CREATIVE WRAPS	2958	14765	VINYL STICKERS FOR THE FACILITIES TRAILER, J.DURHAM, NOV.'22 - SEWER	11/23/2022	70.00	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	11/22		
1970	CREATIVE WRAPS	2958	14765	VINYL STICKERS FOR THE FACILITIES TRAILER, J.DURHAM, NOV.'22 - P.I	11/23/2022	35.00	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	11/22		
Total 2958:						350.00	.00					
Total CREATIVE WRAPS:						350.00	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
CUSTOM ELECTRIC, INC.												
147	CUSTOM ELECTRIC, INC.	8994	14693	REPLACED COMPRESSOR SWITCH FUSE ON MBR, D. CROSSLEY	11/09/2022	1,155.00	1,155.00	21-6150 M & R - SYSTEM	0	11/22	11/18/2022	
Total 8994:						1,155.00	1,155.00					
147	CUSTOM ELECTRIC, INC.	8996	14703	NEW BLOWERS AT LAGOONS, D. CROSSLEY, NOV. 22	11/11/2022	15,310.16	.00	21-6020 CAPITAL IMPR0VEMENTS	1304	11/22		
Total 8996:						15,310.16	.00					
147	CUSTOM ELECTRIC, INC.	8997	14702	THE REMAINING BALANCE FOR THE PLC UPGRADE, D. CROSSLEY, NOV. 22	11/11/2022	7,981.12	.00	21-6150 M & R - SYSTEM	0	11/22		
Total 8997:						7,981.12	.00					
147	CUSTOM ELECTRIC, INC.	9011	14778	PASSWORD CHANGES, D.CROSSLEY, NOV.'22 - WATER	11/29/2022	132.30	.00	20-6150 M & R - SYSTEM	0	11/22		
147	CUSTOM ELECTRIC, INC.	9011	14778	PASSWORD CHANGES, D.CROSSLEY, NOV.'22 - SEWER	11/29/2022	132.30	.00	21-6150 M & R - SYSTEM	0	11/22		
147	CUSTOM ELECTRIC, INC.	9011	14778	PASSWORD CHANGES, D.CROSSLEY, NOV.'22 - P.I	11/29/2022	50.40	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	11/22		
Total 9011:						315.00	.00					
147	CUSTOM ELECTRIC, INC.	9012	14777	TRANSFER FOR LIFT FOR WELL 6, D.CROSSLEY, NOV.'22	11/29/2022	6,105.13	.00	20-6150 M & R - SYSTEM	0	11/22		
Total 9012:						6,105.13	.00					
Total CUSTOM ELECTRIC, INC.:						30,866.41	1,155.00					
D & B SUPPLY												

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
75	D & B SUPPLY	28977	14718	CLIPS FOR CHRISTMAS LIGHTS, J.MORFIN, NOV.'22	11/15/2022	13.99	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	11/22		
Total 28977:						13.99	.00					
75	D & B SUPPLY	30081	14779	2 HEATERS, BAND SAW KIT, D.ABBOTT, NOV.'22	11/29/2022	1,399.96	.00	01-6175 SMALL TOOLS	1004	11/22		
Total 30081:						1,399.96	.00					
75	D & B SUPPLY	30106	14784	DEWALT LIGHTS, J.LORENTZ, NOV.'22	11/30/2022	399.98	.00	01-6175 SMALL TOOLS	1004	11/22		
Total 30106:						399.98	.00					
75	D & B SUPPLY	30108	14785	PLASTIC SHEETING AND SQUEEGIES FOR PARKS NEW SHOP, J. PEREZ, NOV. '22	11/30/2022	198.08	.00	01-6140 MAINT. & REPAIR BUILDING	1004	11/22		
Total 30108:						198.08	.00					
75	D & B SUPPLY	65439	14749	EXTENSION CORD AND FOR DOWNTOWN TREES LIGHTS, R. HENZE, NOV.'22	11/21/2022	21.99	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	11/22		
Total 65439:						21.99	.00					
75	D & B SUPPLY	65559	14756	STAKES AND CLIPS FOR CHRISTMAS LIGHTS, J.MORFIN, NOV.'22	11/22/2022	217.98	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	11/22		
Total 65559:						217.98	.00					
75	D & B SUPPLY	66331	14767	SNOWBLOWER, J. PEREZ, NOV. '22	11/28/2022	949.99	.00	01-6175 SMALL TOOLS	1004	11/22		

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 66331:						949.99	.00					
75	D & B SUPPLY	71254	14683	HOODIES FOR COLD WEATHER, 1 PAIR GLOVES, J. MORFIN, NOV. '22	11/08/2022	647.89	.00	01-6285 UNIF0RMS	1004	11/22		
Total 71254:						647.89	.00					
75	D & B SUPPLY	71269	14686	FUEL TRANSFER PUMP , J. PEREZ, NOV. '22	11/08/2022	59.99	.00	01-6175 SMALL TOOLS	1004	11/22		
75	D & B SUPPLY	71269	14686	AA BATTERIES, J. PEREZ, NOV. '22	11/08/2022	5.99	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	11/22		
Total 71269:						65.98	.00					
75	D & B SUPPLY	71417		RETURN BATTERY PUMP, INVOICE # 71269, J. PEREZ	11/09/2022	-59.99	.00	01-6175 SMALL TOOLS	1004	11/22		
Total 71417:						-59.99	.00					
75	D & B SUPPLY	71432	14689	BOOTS FOR D. ABBOTT, NOV.'22	11/09/2022	203.99	.00	01-6285 UNIF0RMS	1004	11/22		
75	D & B SUPPLY	71432		OVER PAYMENT ON INVOICE #37787	11/09/2022	-.60	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	11/22		
Total 71432:						203.39	.00					
75	D & B SUPPLY	72698	14731	METAL TRASH CANS, LIDS, AND CHAINS, J. COX, NOV.'22-WATER	11/17/2022	71.92	.00	20-6140 MAINT. & REPAIR BUILDING	0	11/22		
75	D & B SUPPLY	72698	14731	METAL TRASH CANS, LIDS, AND CHAINS, J. COX, NOV.'22-PI	11/17/2022	17.98	.00	25-6140 MAINT & REPAIR BUILDING	0	11/22		

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 72698:						89.90	.00					
Total D & B SUPPLY:						4,149.14	.00					
DUBOIS CHEMICALS INC												
512	DUBOIS CHEMICALS INC	IN-30059814	14748	1 TOTE OF CHLORINE, D.CROSSLEY, NOV.'22	11/29/2022	757.35	.00	20-6151 M & R - PROCESS CHEMICALS	0	11/22		
Total IN-30059814:						757.35	.00					
Total DUBOIS CHEMICALS INC:						757.35	.00					
DYNA PARTS LLC												
2115	DYNA PARTS LLC	268202		2 QUARTS ATV MOTOR OIL FOR THE PLANT FOUR WHEELER, J. DURHAM, NOV. '22	11/10/2022	19.98	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/22		
Total 268202:						19.98	.00					
2115	DYNA PARTS LLC	268361		TRAILER WIRING HARNESS AND JUMPER CABLES FOR SEWER TRUCK #8, NOV. '22	11/14/2022	104.78	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	11/22		
Total 268361:						104.78	.00					
2115	DYNA PARTS LLC	268370	14707	TURN SIGNAL SWITCH FOR WATER TRUCK, #25, J. DURHAM, NOV. '22- WATER	11/14/2022	51.30	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	11/22		
2115	DYNA PARTS LLC	268370	14707	TURN SIGNAL SWITCH FOR WATER TRUCK, #25, J. DURHAM, NOV. '22- P.I	11/14/2022	12.83	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	11/22		
Total 268370:						64.13	.00					
2115	DYNA PARTS LLC	268601	14734	NEW BATTERY FOR PARKS RED DUMP TRUCK, J.DURHAM, NOV.'22	11/17/2022	444.63	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	11/22		

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 268601:						444.63	.00					
2115	DYNA PARTS LLC	268947	14753	COMPRESSOR FOR WATER TRUCK #25, J.DURHAM, NOV.'22- WATER	11/23/2022	313.95	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	11/22		
2115	DYNA PARTS LLC	268947	14753	COMPRESSOR FOR WATER TRUCK #25, J.DURHAM, NOV.'22- P.I	11/23/2022	78.49	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	11/22		
2115	DYNA PARTS LLC	268947		CORE DEPOSIT, NOV. '22- WATER	11/23/2022	40.00	.00	20-6097 DEPOSITS ON ACCOUNT	0	11/22		
2115	DYNA PARTS LLC	268947		CORE DEPOSIT, NOV. '22- P.I	11/23/2022	10.00	.00	25-6097 DEPOSITS ON ACCOUNT	0	11/22		
Total 268947:						442.44	.00					
2115	DYNA PARTS LLC	269070	14766	PUMP FOR 55 GALLON DRUM FOR WASTING TRAILER AT PLANT, T. HAMILTON, NOV. '22	11/28/2022	74.98	.00	21-6150 M & R - SYSTEM	0	11/22		
Total 269070:						74.98	.00					
2115	DYNA PARTS LLC	269174		CREDIT FOR BATTER CORE DEPOSIT FOR INVOICE 268947, NOV. '22 - WATER	11/29/2022	-40.00	.00	20-6097 DEPOSITS ON ACCOUNT	0	11/22		
2115	DYNA PARTS LLC	269174		CREDIT FOR BATTER CORE DEPOSIT FOR INVOICE 268947, NOV. '22- P.I	11/29/2022	-10.00	.00	25-6097 DEPOSITS ON ACCOUNT	0	11/22		
Total 269174:						-50.00	.00					
Total DYNA PARTS LLC:						1,100.94	.00					
ED STAUB & SONS PETROLEUM, INC												
1731	ED STAUB & SONS PETROLEUM, INC	8316316		122.50 PROPANE DELIVERED TO 475 SHORTLINE RD-ADMIN	11/07/2022	132.05	132.05	01-6150 MAINTENANCE & REPAIRS - SYSTEM	0	11/22	11/14/2022	

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
1731	ED STAUB & SONS PETROLEUM, INC	8316316		122.50 PROPANE DELIVERED TO 475 SHORTLINE RD-WATER	11/07/2022	52.82	52.82	20-6150 M & R - SYSTEM	0	11/22	11/14/2022	
1731	ED STAUB & SONS PETROLEUM, INC	8316316		122.50 PROPANE DELIVERED TO 475 SHORTLINE RD-SEWER	11/07/2022	52.82	52.82	21-6150 M & R - SYSTEM	0	11/22	11/14/2022	
1731	ED STAUB & SONS PETROLEUM, INC	8316316		122.50 PROPANE DELIVERED TO 475 SHORTLINE RD-PI	11/07/2022	26.42	26.42	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	11/22	11/14/2022	
Total 8316316:						264.11	264.11					
Total ED STAUB & SONS PETROLEUM, INC:						264.11	264.11					
FATBEAM LLC												
1831	FATBEAM LLC	30824		INTERNET SERVICE FOR DECEMBER 2022 - ADMIN	12/01/2022	95.00	.00	01-6052 CONTRACT SERVICES	0	11/22		
1831	FATBEAM LLC	30824		INTERNET SERVICE FOR DECEMBER 2022 - WATER	12/01/2022	65.00	.00	20-6052 CONTRACT SERVICES	0	11/22		
1831	FATBEAM LLC	30824		INTERNET SERVICE FOR DECEMBER 2022 - SEWER	12/01/2022	65.00	.00	21-6052 C0NTRACT SERVICES	0	11/22		
1831	FATBEAM LLC	30824		INTERNET SERVICE FOR DECEMBER 2022 - P.I	12/01/2022	25.00	.00	25-6052 C0NTRACT SERVICES	0	11/22		
Total 30824:						250.00	.00					
Total FATBEAM LLC:						250.00	.00					
FERGUSON ENTERPRISES INC												
219	FERGUSON ENTERPRISES INC	0840510	14714	COUPLINGS, PIPE FOR STOCK & BREAK, D. CROSSLEY, NOV. '22	11/15/2022	3,317.06	.00	20-6150 M & R - SYSTEM	0	11/22		
Total 0840510:						3,317.06	.00					

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219	FERGUSON ENTERPRISES INC	0840510-1	14714	COUPLINGS, FOR STOCK & BREAK, D. CROSSLEY, NOV. '22	11/17/2022	245.10	.00	20-6150 M & R - SYSTEM	0	11/22		
Total 0840510-1:						245.10	.00					
Total FERGUSON ENTERPRISES INC:						3,562.16	.00					
HARBOR FREIGHT TOOLS												
1312	HARBOR FREIGHT TOOLS	514649		DOUBLE BANK TOP CHEST & DOUBLE BANK ROLLER CABINET, NOV. '22- WATER	11/16/2022	823.98	.00	20-6175 SMALL TOOLS	0	11/22		
1312	HARBOR FREIGHT TOOLS	514649		DOUBLE BANK TOP CHEST & DOUBLE BANK ROLLER CABINET, NOV. '22- P.I	11/16/2022	206.00	.00	25-6175 SMALL TOOLS	0	11/22		
Total 514649:						1,029.98	.00					
Total HARBOR FREIGHT TOOLS:						1,029.98	.00					
HOLLADAY ENGINEERING CO												
1990	HOLLADAY ENGINEERING CO	48151		PROFESSIONAL SERVICES FOR PEREGRINE PROJECT, KU22-0309 THROUGH 10/29/2022	11/09/2022	8,322.13	8,322.13	21-6202 PR0FESSI0NAL SERVICES	0	11/22	11/14/2022	
Total 48151:						8,322.13	8,322.13					
Total HOLLADAY ENGINEERING CO:						8,322.13	8,322.13					
ICON ENTERPRISES, INC.												
1631	ICON ENTERPRISES, INC.	245200		PAYMENT GATEWAY ANNUAL FEE, CIVICREC ANNUAL FEE, AUDIOEYE MANAGED FOR CIVIC REC, 12/02/2022-12/01/2023	12/02/2022	4,725.00	.00	01-6075 DUES & MEMBERSHIPS	0	11/22		
Total 245200:						4,725.00	.00					

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1631	ICON ENTERPRISES, INC.	245205		ANNUAL WEB HOSTING, REDESIGN, & SSL CERTIFICATE, 12/01/22-11/30/2023-ADMIN	12/01/2022	2,320.36	.00	01-6052 CONTRACT SERVICES	0	11/22		
1631	ICON ENTERPRISES, INC.	245205		ANNUAL WEB HOSTING, REDESIGN, & SSL CERTIFICATE, 12/01/22-11/30/2023-WATER	12/01/2022	1,587.61	.00	20-6052 CONTRACT SERVICES	0	11/22		
1631	ICON ENTERPRISES, INC.	245205		ANNUAL WEB HOSTING, REDESIGN, & SSL CERTIFICATE, 12/01/22-11/30/2023-SEWER	12/01/2022	1,587.61	.00	21-6052 C0NTRACT SERVICES	0	11/22		
1631	ICON ENTERPRISES, INC.	245205		ANNUAL WEB HOSTING, REDESIGN, & SSL CERTIFICATE, 12/01/22-11/30/2023-PI	12/01/2022	610.64	.00	25-6052 C0NTRACT SERVICES	0	11/22		
Total 245205:						6,106.22	.00					
Total ICON ENTERPRISES, INC.:						10,831.22	.00					
IDAHO POWER CO												
38	IDAHO POWER CO	11102022IP		ELECTRIC SERVICE 09/13-10/25/2022-STREETS	11/01/2022	4,721.43	4,721.43	01-6290 UTILITIES	1002	11/22	11/14/2022	
Total 11102022IP:						4,721.43	4,721.43					
38	IDAHO POWER CO	11102022IPA		ELECTRIC SERVICE 09/16-10/17/2022-SEWER	11/10/2022	6,838.33	6,838.33	21-6290 UTILITIES EXPENSE	0	11/22	11/14/2022	
38	IDAHO POWER CO	11102022IPA		ELECTRIC SERVICE 09/16-10/17/2022-WATER	11/10/2022	11,376.30	11,376.30	20-6290 UTILITIES EXPENSE	0	11/22	11/14/2022	
38	IDAHO POWER CO	11102022IPA		ELECTRIC SERVICE 09/16-10/17/2022-IRRIGATION	11/10/2022	438.97	438.97	25-6290 UTILITIES EXPENSE	0	11/22	11/14/2022	
38	IDAHO POWER CO	11102022IPA		ELECTRIC SERVICE 09/16-10/17/2022-LAGOONS	11/10/2022	23.55	23.55	21-6090 FARM EXPENDITURES	0	11/22	11/14/2022	

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 11102022IPA:						18,677.15	18,677.15					
Total IDAHO POWER CO:						23,398.58	23,398.58					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	27808	14647	AD#300773, 22-15-SUP INHOME GROUP DAYCARE, J. REID, OCT'22	11/02/2022	36.64	.00	01-6125 LEGAL PUBLICATI0NS	1003	11/22		
Total 27808:						36.64	.00					
1802	IDAHO PRESS TRIBUNE, LLC	27809	14643	AD#300787, LEGAL NOTICE 22-14-S, GRIFFONS POINT, T. BEHUNIN, NOV.'22	11/02/2022	39.60	.00	01-6125 LEGAL PUBLICATI0NS	1003	11/22		
Total 27809:						39.60	.00					
1802	IDAHO PRESS TRIBUNE, LLC	28001	14646	AD# 300776, LEGAL PUBLIC NOTICE, RFP FOR KUNA POLICE STATION, N. STANLEY, OCT. '22	11/09/2022	324.87	324.87	01-6125 LEGAL PUBLICATI0NS	0	11/22	11/14/2022	
Total 28001:						324.87	324.87					
1802	IDAHO PRESS TRIBUNE, LLC	28342	14721	AD#306035, 22-09-ZC RISING SUN #3, J. REID, NOV.'22	11/23/2022	42.56	.00	01-6125 LEGAL PUBLICATI0NS	1003	11/22		
Total 28342:						42.56	.00					
1802	IDAHO PRESS TRIBUNE, LLC	28343	14732	AD#306408, ORDINANCE #2022-34, EAST URBAN RENEWAL PLAN, Z. MONTENGRO, NOV'22	11/23/2022	983.40	.00	01-6125 LEGAL PUBLICATI0NS	4000	11/22		
Total 28343:						983.40	.00					
1802	IDAHO PRESS TRIBUNE, LLC	28344	14741	AD#306690, CASE #22-05-PUD, 22-07-ZC, 22-15-S, 22-08-SUP, GALLICA HEIGHTS, T. BEHUNIN, NOV. '22	11/23/2022	46.26	.00	01-6125 LEGAL PUBLICATI0NS	1003	11/22		

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 28344:						46.26	.00					
1802	IDAHO PRESS TRIBUNE, LLC	28345	14746	AD#306691, SINGLE LOT SUBDIVISION, J. REID, NOV. 22	11/23/2022	42.56	.00	01-6125 LEGAL PUBLICATI0NS	1003	11/22		
Total 28345:						42.56	.00					
1802	IDAHO PRESS TRIBUNE, LLC	28346		AD#306751, CASE#22-13-S, PAUL BUNYAN PLAZA, T.BEHUNIN, NOV.'22	11/23/2022	37.38	.00	01-6125 LEGAL PUBLICATI0NS	1003	11/22		
Total 28346:						37.38	.00					
1802	IDAHO PRESS TRIBUNE, LLC	28347	14725	AD#306763, CASE #22-06-S, BELTZAROCK, KUNA APARTMENTS, T. BEHUNIN, NOV. '22	11/23/2022	40.34	.00	01-6125 LEGAL PUBLICATI0NS	1003	11/22		
Total 28347:						40.34	.00					
1802	IDAHO PRESS TRIBUNE, LLC	28348		AD#306772, CASE #22-01-CPM, 22-03-ZC, 22-02-S, KUNA APARTMENTS, J.REID, NOV.'22	11/23/2022	44.78	.00	01-6125 LEGAL PUBLICATI0NS	1003	11/22		
Total 28348:						44.78	.00					
Total IDAHO PRESS TRIBUNE, LLC:						1,638.39	324.87					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	482195000110		NATURAL GAS CONSUMPTION AT WASTEWATER TREATMENT PLANT, 10/05-11/01/022-WATER	11/02/2022	273.94	273.94	20-6290 UTILITIES EXPENSE	0	11/22	11/14/2022	
37	INTERMOUNTAIN GAS CO	482195000110		NATURAL GAS CONSUMPTION AT WASTEWATER TREATMENT PLANT, 10/05-11/01/022-SEWER	11/02/2022	273.94	273.94	21-6290 UTILITIES EXPENSE	0	11/22	11/14/2022	
37	INTERMOUNTAIN GAS CO	482195000110		NATURAL GAS CONSUMPTION AT WASTEWATER TREATMENT								

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
				PLANT, 10/05-11/01/022-PI	11/02/2022	104.37	104.37	25-6290 UTILITIES EXPENSE	0	11/22	11/14/2022	
Total 48219500011022022:						652.25	652.25					
Total INTERMOUNTAIN GAS CO:						652.25	652.25					
INTERSTATE ALL BATTERY CENTER												
434	INTERSTATE ALL BATTERY CENTER	190630100834		CITY HALL EXIT LIGHT BATTERY, S. HOWELL, NOV. '22-ADMIN	11/10/2022	15.08	.00	01-6140 MAINT. & REPAIR BUILDING	0	11/22		
434	INTERSTATE ALL BATTERY CENTER	190630100834		CITY HALL EXIT LIGHT BATTERY, S. HOWELL, NOV. '22-WATER	11/10/2022	10.32	.00	20-6140 MAINT. & REPAIR BUILDING	0	11/22		
434	INTERSTATE ALL BATTERY CENTER	190630100834		CITY HALL EXIT LIGHT BATTERY, S. HOWELL, NOV. '22-SEWER	11/10/2022	10.32	.00	21-6140 MAINT & REPAIR BUILDING	0	11/22		
434	INTERSTATE ALL BATTERY CENTER	190630100834		CITY HALL EXIT LIGHT BATTERY, S. HOWELL, NOV. '22-PI	11/10/2022	3.98	.00	25-6140 MAINT & REPAIR BUILDING	0	11/22		
Total 1906301008343:						39.70	.00					
Total INTERSTATE ALL BATTERY CENTER:						39.70	.00					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	11042022-1110		SANITATION RECEIPT TRANSFER, 11/04-11/10/2022	11/10/2022	92,549.55	92,549.55	26-7000 SOLID WASTE SERVICE FEES	0	11/22	11/14/2022	
230	J & M SANITATION, INC.	11042022-1110		SANITATION RECEIPT TRANSFER, LESS FRANCHISE FEES, 11/04-11/10/2022	11/10/2022	-9,143.89	-9,143.89	01-4170 FRANCHISE FEES	0	11/22	11/14/2022	
Total 11042022-11102022:						83,405.66	83,405.66					
230	J & M SANITATION, INC.	11112022-1117		SANITATION RECEIPT TRANSFER, 11/11-11/17/2022	11/18/2022	126,715.01	126,715.01	26-7000 SOLID WASTE SERVICE FEES	0	11/22	11/18/2022	

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230	J & M SANITATION, INC.	11112022-1117		SANITATION RECEIPT TRANSFER, LESS FRANCHISE FEES, 11/11-11/17/2022	11/18/2022	-12,519.44	-12,519.44	01-4170 FRANCHISE FEES	0	11/22	11/18/2022	
Total 11112022-11172022:						114,195.57	114,195.57					
230	J & M SANITATION, INC.	11182022-1124		SANITATION RECEIPT TRANSFER, 11/18-11/24/2022	11/28/2022	21,768.10	21,768.10	26-7000 SOLID WASTE SERVICE FEES	0	11/22	11/28/2022	
230	J & M SANITATION, INC.	11182022-1124		SANITATION RECEIPT TRANSFER, LESS FRANCHISE FEES, 11/18-11/24/2022	11/28/2022	-2,150.68	-2,150.68	01-4170 FRANCHISE FEES	0	11/22	11/28/2022	
Total 11182022-11242022:						19,617.42	19,617.42					
Total J & M SANITATION, INC.:						217,218.65	217,218.65					
JACK HENRY & ASSOCIATES, INC.												
1328	JACK HENRY & ASSOCIATES, INC.	4144725		ACH MONTHLY PROCESSING FEE-ADMIN	11/01/2022	39.09	39.09	01-6052 CONTRACT SERVICES	0	11/22	11/18/2022	
1328	JACK HENRY & ASSOCIATES, INC.	4144725		ACH MONTHLY PROCESSING FEE-WATER	11/01/2022	26.74	26.74	20-6052 CONTRACT SERVICES	0	11/22	11/18/2022	
1328	JACK HENRY & ASSOCIATES, INC.	4144725		ACH MONTHLY PROCESSING FEE-SEWER	11/01/2022	26.74	26.74	21-6052 C0NTRACT SERVICES	0	11/22	11/18/2022	
1328	JACK HENRY & ASSOCIATES, INC.	4144725		ACH MONTHLY PROCESSING FEE-PI	11/01/2022	10.31	10.31	25-6052 C0NTRACT SERVICES	0	11/22	11/18/2022	
Total 4144725:						102.88	102.88					
Total JACK HENRY & ASSOCIATES, INC.:						102.88	102.88					
JONATHAN STRICKLAND												
1976	JONATHAN STRICKLAND	934		MONTHLY JANITORIAL SERVICES CITY HALL, NOV. '22-P.I	11/10/2022	72.80	.00	25-6025 JANITORIAL	0	11/22		

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
1976	JONATHAN STRICKLAND	934		MONTHLY JANITORIAL SERVICES CITY HALL, NOV. '22-ADMIN	11/10/2022	276.64	.00	01-6025 JANITORIAL	0	11/22		
1976	JONATHAN STRICKLAND	934		MONTHLY JANITORIAL SERVICES CITY HALL, NOV. '22-WATER	11/10/2022	189.28	.00	20-6025 JANITORIAL	0	11/22		
1976	JONATHAN STRICKLAND	934		MONTHLY JANITORIAL SERVICES CITY HALL, NOV. '22-SEWER	11/10/2022	189.28	.00	21-6025 JANITORIAL	0	11/22		
Total 934:						728.00	.00					
1976	JONATHAN STRICKLAND	935		MONTHLY JANITORIAL SERVICES SENIOR CENTER, NOV. '22	11/10/2022	396.00	.00	01-6025 JANITORIAL	1001	11/22		
Total 935:						396.00	.00					
1976	JONATHAN STRICKLAND	936		MONTHLY JANITORIAL SERVICES, TREATMENT PLANT, NOV.'22- WATER	11/10/2022	168.00	.00	20-6025 JANITORIAL	0	11/22		
1976	JONATHAN STRICKLAND	936		MONTHLY JANITORIAL SERVICES, TREATMENT PLANT, NOV.'22- SEWER	11/10/2022	168.00	.00	21-6025 JANITORIAL	0	11/22		
1976	JONATHAN STRICKLAND	936		MONTHLY JANITORIAL SERVICES, TREATMENT PLANT, NOV.'22- P.I	11/10/2022	64.00	.00	25-6025 JANITORIAL	0	11/22		
Total 936:						400.00	.00					
Total JONATHAN STRICKLAND:						1,524.00	.00					
J-U-B ENGINEERS, INC.												
1236	J-U-B ENGINEERS, INC.	0155602		PROFESSIONAL SERVICES FROM 07/03-07/30/2022 , KUNA EAST DISTRICT URBAN RENEWAL-BUDGET 2022	08/30/2022	5,190.00	5,190.00	01-6045 C0NTINGENCY	1283	11/22	11/14/2022	

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 0155602:						5,190.00	5,190.00					
1236	J-U-B ENGINEERS, INC.	0156321		PROFESSIONAL SERVICES FROM NTP-09/03/2022-KUNA TOPOGRAPHIC SURVEY, MASON CREEK TRUNK LINE	09/27/2022	6,500.00	6,500.00	21-6020 CAPITAL IMPR0VEMENTS	1299	11/22	11/18/2022	
Total 0156321:						6,500.00	6,500.00					
1236	J-U-B ENGINEERS, INC.	0156346		PROFESSIONAL SERVICES FROM 07/31-09/03/2022 , RAILROAD OVERPASS PEL PLANNING STUDY-BUDGET 2022	09/28/2022	27,824.75	27,824.75	40-6020 CAPITAL IMPROVEMENTS	1273	11/22	11/14/2022	
Total 0156346:						27,824.75	27,824.75					
1236	J-U-B ENGINEERS, INC.	0156347		PROFESSIONAL SERVICES FROM 07/31-09/03/2022 , KUNA EAST DISTRICT URBAN RENEWAL-BUDGET 2022	09/27/2022	2,300.00	2,300.00	01-6045 C0NTINGENCY	1283	11/22	11/14/2022	
Total 0156347:						2,300.00	2,300.00					
1236	J-U-B ENGINEERS, INC.	0157740		PROFESSIONAL SERVICES FROM 09/04-10/29/2022-KUNA TOPOGRAPHIC SURVEY, MASON CREEK TRUNK LINE	11/16/2022	6,200.00	6,200.00	21-6020 CAPITAL IMPR0VEMENTS	1299	11/22	11/18/2022	
Total 0157740:						6,200.00	6,200.00					
Total J-U-B ENGINEERS, INC.:						48,014.75	48,014.75					
KELLER ASSOCIATES, INC.												
429	KELLER ASSOCIATES, INC.	0223561		PROFESSIONAL SERVICES FROM 10/1-11/5/2022 - PATAGONIA PARK PHASE II	11/05/2022	4,800.00	.00	40-6020 CAPITAL IMPROVEMENTS	1312	11/22		

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 0223561:						4,800.00	.00					
Total KELLER ASSOCIATES, INC.:						4,800.00	.00					
KENDALL FORD OF MERIDIAN LLC												
1616	KENDALL FORD OF MERIDIAN LLC	2349709	14754	ACTUATOR, WATER TRUCK #25, J.DURHAM, NOV.'22	11/21/2022	31.38	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	11/22		
1616	KENDALL FORD OF MERIDIAN LLC	2349709	14754	ACTUATOR, WATER TRUCK #25, J.DURHAM, NOV.'22	11/21/2022	7.84	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	11/22		
Total 2349709:						39.22	.00					
1616	KENDALL FORD OF MERIDIAN LLC	2349814	14770	A/C PARTS FOR TRUCK #25, J.DURHAM, NOV.'22	11/28/2022	172.28	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	11/22		
1616	KENDALL FORD OF MERIDIAN LLC	2349814	14770	A/C PARTS FOR TRUCK #25, J.DURHAM, NOV.'22	11/28/2022	43.07	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	11/22		
Total 2349814:						215.35	.00					
1616	KENDALL FORD OF MERIDIAN LLC	R1CS1399531	14688	INSPECTION ON WATER TRUCK #24, J. DURHAM, NOV. '22-WATER	11/09/2022	1,963.57	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	11/22		
1616	KENDALL FORD OF MERIDIAN LLC	R1CS1399531	14688	INSPECTION ON WATER TRUCK #24, J. DURHAM, NOV. '22-PI	11/09/2022	490.90	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	11/22		
Total R1CS1399531:						2,454.47	.00					
Total KENDALL FORD OF MERIDIAN LLC:						2,709.04	.00					
KUNA LUMBER												
499	KUNA LUMBER	A132677	14696	EPOXY FOR CITY HALL BREAKROOM, J. ADAMS, NOV. '22-ADMIN	11/10/2022	68.07	.00	01-6140 MAINT. & REPAIR BUILDING	0	11/22		

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499	KUNA LUMBER	A132677	14696	EPOXY FOR CITY HALL BREAKROOM, J. ADAMS, NOV. '22-WATER	11/10/2022	46.57	.00	20-6140 MAINT. & REPAIR BUILDING	0	11/22		
499	KUNA LUMBER	A132677	14696	EPOXY FOR CITY HALL BREAKROOM, J. ADAMS, NOV. '22-SEWER	11/10/2022	46.57	.00	21-6140 MAINT & REPAIR BUILDING	0	11/22		
499	KUNA LUMBER	A132677	14696	EPOXY FOR CITY HALL BREAKROOM, J. ADAMS, NOV. '22-PI	11/10/2022	17.94	.00	25-6140 MAINT & REPAIR BUILDING	0	11/22		
Total A132677:						179.15	.00					
499	KUNA LUMBER	A132745	14708	LIQUID NAILS FOR CITY HALL BASEMENT, J.ADAMS, NOV.'22 - ADMIN	11/14/2022	3.69	.00	01-6140 MAINT. & REPAIR BUILDING	0	11/22		
499	KUNA LUMBER	A132745	14708	LIQUID NAILS FOR CITY HALL BASEMENT, J.ADAMS, NOV.'22 - WATER	11/14/2022	2.52	.00	20-6140 MAINT. & REPAIR BUILDING	0	11/22		
499	KUNA LUMBER	A132745	14708	LIQUID NAILS FOR CITY HALL BASEMENT, J.ADAMS, NOV.'22 - SEWER	11/14/2022	2.52	.00	21-6140 MAINT & REPAIR BUILDING	0	11/22		
499	KUNA LUMBER	A132745	14708	LIQUID NAILS FOR CITY HALL BASEMENT, J.ADAMS, NOV.'22 - P.I	11/14/2022	.97	.00	25-6140 MAINT & REPAIR BUILDING	0	11/22		
Total A132745:						9.70	.00					
499	KUNA LUMBER	A132754	14712	DOOR LOCK FOR BATHROOM AT BERNIE FISHER PARK, S.HOWELL, NOV.'22	11/15/2022	44.99	.00	01-6140 MAINT. & REPAIR BUILDING	1004	11/22		
Total A132754:						44.99	.00					
499	KUNA LUMBER	A132761	14716	BASE ADHESIVE FOR CITY HALL BASEMENT FLOOR, J. ADAMS, NOV. '22 - P.I	11/15/2022	.97	.00	25-6140 MAINT & REPAIR BUILDING	0	11/22		
499	KUNA LUMBER	A132761	14716	BASE ADHESIVE FOR CITY HALL BASEMENT FLOOR, J.								

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
				ADAMS, NOV. '22 - ADMIN	11/15/2022	3.69	.00	01-6140 MAINT. & REPAIR BUILDING	0	11/22		
499	KUNA LUMBER	A132761	14716	BASE ADHESIVE FOR CITY HALL BASEMENT FLOOR, J. ADAMS, NOV. '22 - WATER	11/15/2022	2.52	.00	20-6140 MAINT. & REPAIR BUILDING	0	11/22		
499	KUNA LUMBER	A132761	14716	BASE ADHESIVE FOR CITY HALL BASEMENT FLOOR, J. ADAMS, NOV. '22 - SEWER	11/15/2022	2.52	.00	21-6140 MAINT & REPAIR BUILDING	0	10/22		
Total A132761:						9.70	.00					
499	KUNA LUMBER	A132794	14729	PAINT AND CURTIN RODS FOR CITY HALL BASEMENT, J. ADAMS, NOV. '22 - WATER	11/17/2022	20.34	.00	20-6140 MAINT. & REPAIR BUILDING	0	11/22		
499	KUNA LUMBER	A132794	14729	PAINT AND CURTIN RODS FOR CITY HALL BASEMENT, J. ADAMS, NOV. '22 - SEWER	11/17/2022	20.34	.00	21-6140 MAINT & REPAIR BUILDING	0	11/22		
499	KUNA LUMBER	A132794	14729	PAINT AND CURTIN RODS FOR CITY HALL BASEMENT, J. ADAMS, NOV. '22 - P.I	11/17/2022	7.82	.00	25-6140 MAINT & REPAIR BUILDING	0	11/22		
499	KUNA LUMBER	A132794	14729	PAINT AND CURTIN RODS FOR CITY HALL BASEMENT, J. ADAMS, NOV. '22 - ADMIN	11/17/2022	29.72	.00	01-6140 MAINT. & REPAIR BUILDING	0	11/22		
Total A132794:						78.22	.00					
499	KUNA LUMBER	B167021	14658	KEY FOR S. HOWELL FOR WELL HOUSE, NOV. '22	11/01/2022	2.37	.00	01-6140 MAINT. & REPAIR BUILDING	1004	11/22		
Total B167021:						2.37	.00					
499	KUNA LUMBER	B167151	14679	BOLTS , NUTS AND WASHERS FOR TRUCK # 23, J DURHAM, NOV. '22-WATER	11/07/2022	33.37	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	11/22		
499	KUNA LUMBER	B167151	14679	BOLTS , NUTS AND WASHERS FOR TRUCK # 23, J DURHAM, NOV. '22-PI	11/07/2022	8.35	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	11/22		

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Total B167151:						41.72	.00					
499	KUNA LUMBER	B167175	14685	10 BAGS OF CONCRETE FOR LIGHT POLE, J.MORFIN, NOV.'22	11/08/2022	52.90	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	11/22		
Total B167175:						52.90	.00					
499	KUNA LUMBER	B167244		BOLT, WASHER AND NUT FOR VAC TRAILER, J.WEBB, NOV.'22 - WATER	11/14/2022	6.17	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	11/22		
499	KUNA LUMBER	B167244		BOLT, WASHER AND NUT FOR VAC TRAILER, J.WEBB, NOV.'22 - P.I	11/14/2022	1.54	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/22		
Total B167244:						7.71	.00					
499	KUNA LUMBER	B167250		10 PK ELECTRICAL TAPE, 2 EA DUCT TAPE FOR BACK FLOW INSULATION, J. MORFIN, NOV. '22	11/10/2022	28.23	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	11/22		
Total B167250:						28.23	.00					
499	KUNA LUMBER	B167454	14743	CONNECTORS TO INSTALL LIGHTS IN BREAK ROOM AT CITY HALL, S. HOWELL, NOV. '22 - ADMIN	11/18/2022	3.78	.00	01-6140 MAINT. & REPAIR BUILDING	0	11/22		
499	KUNA LUMBER	B167454	14743	CONNECTORS TO INSTALL LIGHTS IN BREAK ROOM AT CITY HALL, S. HOWELL, NOV. '22 - WATER	11/18/2022	2.59	.00	20-6140 MAINT. & REPAIR BUILDING	0	11/22		
499	KUNA LUMBER	B167454	14743	CONNECTORS TO INSTALL LIGHTS IN BREAK ROOM AT CITY HALL, S. HOWELL, NOV. '22 - SEWER	11/18/2022	2.59	.00	21-6140 MAINT & REPAIR BUILDING	0	11/22		
499	KUNA LUMBER	B167454	14743	CONNECTORS TO INSTALL LIGHTS IN BREAK ROOM AT CITY HALL, S. HOWELL, NOV.								

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
				'22 - P.I	11/18/2022	1.00	.00	25-6140 MAINT & REPAIR BUILDING	0	11/22		
Total B167454:						9.96	.00					
499	KUNA LUMBER	B167456	14744	4 KEYS, FOR SHOP AND RESTROOMS AT THE PARK, J. MORFIN, NOV. '22	11/18/2022	9.46	.00	01-6140 MAINT. & REPAIR BUILDING	1004	11/22		
Total B167456:						9.46	.00					
499	KUNA LUMBER	B167459		RETURNED CONNECTOR FOR CITY HALL BASEMENT, S.HOWELL, NOV.'22 -	11/18/2022	-.75	.00	01-6140 MAINT. & REPAIR BUILDING	0	11/22		
Total B167459:						-.75	.00					
499	KUNA LUMBER	B167549	14759	COPPER TUBING FOR CEDAR WELL, J. COX, NOV. '22	11/22/2022	2.65	.00	20-6150 M & R - SYSTEM	0	11/22		
Total B167549:						2.65	.00					
Total KUNA LUMBER:						476.01	.00					
LAURA LEE LORENTZ												
2073	LAURA LEE LORENTZ	139636	14763	MEMORIAL PLAQUE FOR R. WARWICK DAUGHTER, J. LORENTZ, NOV. '22	11/26/2022	20.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	11/22		
Total 139636:						20.00	.00					
Total LAURA LEE LORENTZ:						20.00	.00					
LES SCHWAB TIRES												
221	LES SCHWAB TIRES	12800587109		NEW BRAKES INSTALLED FOR WATER TRUCK 2009 GMC, J. DURHAM, NOV. '22-WATER	11/10/2022	928.35	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	11/22		

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
221	LES SCHWAB TIRES	12800587109		NEW BRAKES INSTALLED FOR WATER TRUCK 2009 GMC, J. DURHAM, NOV. '22-PI	11/10/2022	232.09	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	11/22		
Total 12800587109:						1,160.44	.00					
Total LES SCHWAB TIRES:						1,160.44	.00					
LOCAHAN LLC												
1619	LOCAHAN LLC	AR1116982		CONTRACT BASE RATE CHARGE FOR 11/03-12/02/2022, MODEL #MPC4504EX, SERIAL #C737M540155 & SERIAL #C737M540938	11/08/2022	135.16	135.16	01-6142 MAINT. & REPAIR - EQUIPMENT	0	11/22	11/18/2022	
1619	LOCAHAN LLC	AR1116982		CONTRACT BASE RATE CHARGE FOR 11/03-12/02/2022, MODEL #MPC4504EX, SERIAL #C737M540155 & SERIAL #C737M540938-WATER	11/08/2022	125.50	125.50	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	11/22	11/18/2022	
1619	LOCAHAN LLC	AR1116982		CONTRACT BASE RATE CHARGE FOR 11/03-12/02/2022, MODEL #MPC4504EX, SERIAL #C737M540155 & SERIAL #C737M540938-SEWER	11/08/2022	125.50	125.50	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/22	11/18/2022	
1619	LOCAHAN LLC	AR1116982		CONTRACT BASE RATE CHARGE FOR 11/03-12/02/2022, MODEL #MPC4504EX, SERIAL #C737M540155 & SERIAL #C737M540938-PI	11/08/2022	48.28	48.28	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/22	11/18/2022	
1619	LOCAHAN LLC	AR1116982		CONTRACT BASE RATE CHARGE FOR 11/03-12/02/2022, MODEL #MPC4504EX, SERIAL #C737M540155 & SERIAL #C737M540938-P&Z	11/08/2022	48.28	48.28	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	11/22	11/18/2022	
1619	LOCAHAN LLC	AR1116982		CONTRACT OVERAGE CHARGE FOR 10/03-11/02/2022, MODEL # MPC4504EX , SERIAL #C737M540155 & SERIAL #C737M540938-ADMIN	11/08/2022	11.08	11.08	01-6142 MAINT. & REPAIR - EQUIPMENT	0	11/22	11/18/2022	
1619	LOCAHAN LLC	AR1116982		CONTRACT OVERAGE CHARGE FOR 10/03-11/02/2022, MODEL # MPC4504EX , SERIAL								

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
				#C737M540155 & SERIAL #C737M540938-WATER	11/08/2022	10.29	10.29	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	11/22	11/18/2022	
1619	LOCAHAN LLC	AR1116982		CONTRACT OVERAGE CHARGE FOR 10/03-11/02/2022, MODEL # MPC4504EX , SERIAL #C737M540155 & SERIAL #C737M540938-SEWER	11/08/2022	10.29	10.29	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/22	11/18/2022	
1619	LOCAHAN LLC	AR1116982		CONTRACT OVERAGE CHARGE FOR 10/03-11/02/2022, MODEL # MPC4504EX , SERIAL #C737M540155 & SERIAL #C737M540938-PI	11/08/2022	3.96	3.96	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/22	11/18/2022	
1619	LOCAHAN LLC	AR1116982		CONTRACT OVERAGE CHARGE FOR 10/03-11/02/2022, MODEL # MPC4504EX , SERIAL #C737M540155 & SERIAL #C737M540938-P&Z	11/08/2022	3.97	3.97	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	11/22	11/18/2022	
Total AR1116982:						522.31	522.31					
1619	LOCAHAN LLC	AR1118922		COPIER CONTRACT LEASE CHARGE, MODEL#MPC307SPF, SERIAL #C509P900318, AT CITY HALL,	11/14/2022	47.49	.00	01-6212 RENT-EQUIPMENT	0	11/22		
1619	LOCAHAN LLC	AR1118922		COPIER CONTRACT OVERAGES FOR 10/1-31/2022 - ADMIN	11/14/2022	21.01	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	11/22		
1619	LOCAHAN LLC	AR1118922		COPIER CONTRACT OVERAGES FOR 10/1-31/2022 - WATER	11/14/2022	14.37	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	11/22		
1619	LOCAHAN LLC	AR1118922		COPIER CONTRACT OVERAGES FOR 10/1-31/2022 - SEWER	11/14/2022	14.37	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/22		
1619	LOCAHAN LLC	AR1118922		COPIER CONTRACT OVERAGES FOR 10/1-31/2022 - P.I	11/14/2022	5.53	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/22		

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 AR1118922:						102.77	.00					
1619	LOCAHAN LLC	AR1118923		COPIER CONTRACT LEASE CHARGES, MODEL #MX2651, SERIAL #03012172, TREATMENT PLANT - WATER	11/14/2022	40.13	.00	20-6212 RENT - EQUIPMENT	0	11/22		
1619	LOCAHAN LLC	AR1118923		COPIER CONTRACT LEASE CHARGES, MODEL #MX2651, SERIAL #03012172, TREATMENT PLANT - SEWER	11/14/2022	40.13	.00	21-6212 RENT-EQUIPMENT	0	11/22		
1619	LOCAHAN LLC	AR1118923		COPIER CONTRACT LEASE CHARGES, MODEL #MX2651, SERIAL #03012172, TREATMENT PLANT - P.I	11/14/2022	15.29	.00	25-6212 RENT - EQUIPMENT	0	11/22		
1619	LOCAHAN LLC	AR1118923		COPIER CONTRACT OVERAGE CHARGES, MODEL #MX2651, SERIAL #03012172, 10/1-31/2022, TREATMENT PLANT - WATER	11/14/2022	40.28	.00	20-6142 MAINT. & REPAIRS-EQUIPMENT	0	11/22		
1619	LOCAHAN LLC	AR1118923		COPIER CONTRACT OVERAGE CHARGES, MODEL #MX2651, SERIAL #03012172, 10/1-31/2022, TREATMENT PLANT - SEWER	11/14/2022	40.28	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/22		
1619	LOCAHAN LLC	AR1118923		COPIER CONTRACT OVERAGE CHARGES, MODEL #MX2651, SERIAL #03012172, 10/1-31/2022, TREATMENT PLANT - P.I	11/14/2022	15.34	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/22		
Total AR1118923:						191.45	.00					
Total LOCAHAN LLC:						816.53	522.31					
MASON & ASSOCIATES INC												
2128	MASON & ASSOCIATES INC	15508		KUNA-WELL NO.12 CONNECTOR-DESIGN, MEETINGS, COPIES & SCANS	11/07/2022	330.00	330.00	20-6020 CAPITAL IMPR0VEMENTS	1275	11/22	11/18/2022	

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 15508:						330.00	330.00					
Total MASON & ASSOCIATES INC:						330.00	330.00					
MISCELLANEOUS #2												
1849	MISCELLANEOUS #2	11182022JA		REIMBURSEMENT FOR BOOTS, J. ADAMS, NOV. '22	11/16/2022	164.29	164.29	01-6230 SAFETY TRAINING & EQUIPMENT	1004	11/22	11/18/2022	
Total 11182022JA:						164.29	164.29					
Total MISCELLANEOUS #2:						164.29	164.29					
NAMPA & MERIDIAN IRRIGATION DISTRICT												
1420	NAMPA & MERIDIAN IRRIGATION DISTRICT	12202022NMI		FALL ASSESSMENT 2023 IRRIGATION FOR GRAN PRADO SUB NO. 1 & 2, MEMORY RANCH SUB NO. 1, 2,3 & 4	12/06/2022	2,330.84	.00	25-6116 IRRIGATION / WATER COSTS	0	11/22		
Total 12202022NMID:						2,330.84	.00					
Total NAMPA & MERIDIAN IRRIGATION DISTRICT:						2,330.84	.00					
NEW YORK IRRIGATION DISTRICT												
83	NEW YORK IRRIGATION DISTRICT	12202022NYID		FALL ASSESSMENT, 2023 IRRIGATION, MUNICIPAL POOLED LAND, SUTTERS MILL, GREYHAWK, HAWKS NEST, TOMORROW, SUNBIRD, AND KELLEHER	12/06/2022	3,803.67	.00	25-6116 IRRIGATION / WATER COSTS	0	11/22		
Total 12202022NYID:						3,803.67	.00					
Total NEW YORK IRRIGATION DISTRICT:						3,803.67	.00					
O'REILLY AUTO ENTERPRISES LLC												
2121	O'REILLY AUTO ENTERPRISES LLC	5841-271546	14757	BATTERY FOR TRUCK #25, J.DURHAM, NOV.'22- WATER	11/22/2022	156.07	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	11/22		

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
2121	O'REILLY AUTO ENTERPRISES LLC	5841-271546	14757	BATTERY FOR TRUCK #25, J.DURHAM, NOV.'22- P.I	11/22/2022	39.02	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	11/22		
Total 5841-271546:						195.09	.00					
2121	O'REILLY AUTO ENTERPRISES LLC	5841-271711	14764	BELT FOR TRUCK #25, J.DURHAM, NOV.'22- WATER	11/23/2022	20.40	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	11/22		
2121	O'REILLY AUTO ENTERPRISES LLC	5841-271711	14764	BELT FOR TRUCK #25, J.DURHAM, NOV.'22- P.I	11/23/2022	5.10	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	11/22		
Total 5841-271711:						25.50	.00					
Total O'REILLY AUTO ENTERPRISES LLC:						220.59	.00					
PEAK ALARM COMPANY, INC												
1021	PEAK ALARM COMPANY, INC	1250260		ALARM MONITOR FOR WELLS (SNOWHAWK, CEDAR, DANSKIN, BEST BATH, EL CAJON, BUTLER, & SEGO PRAIRIE) 12/01-12/31/2022- WATER	12/01/2022	221.41	.00	20-6140 MAINT. & REPAIR BUILDING	0	11/22		
1021	PEAK ALARM COMPANY, INC	1250260		ALARM MONITOR FOR WELLS (SNOWHAWK, CEDAR, DANSKIN, BEST BATH, EL CAJON, BUTLER, & SEGO PRAIRIE) 12/01-12/31/2022- P.I	12/01/2022	55.35	.00	25-6140 MAINT & REPAIR BUILDING	0	11/22		
Total 1250260:						276.76	.00					
1021	PEAK ALARM COMPANY, INC	1250264		FIRE ALARM FOR TREATMENT PLANT 12/01/2022-02/28/2023- WATER	12/01/2022	40.04	.00	20-6140 MAINT. & REPAIR BUILDING	0	11/22		
1021	PEAK ALARM COMPANY, INC	1250264		FIRE ALARM FOR TREATMENT PLANT 12/01/2022-02/28/2023- SEWER	12/01/2022	40.04	.00	21-6140 MAINT & REPAIR BUILDING	0	11/22		
1021	PEAK ALARM COMPANY, INC	1250264		FIRE ALARM FOR TREATMENT PLANT 12/01/2022-02/28/2023-								

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
				P.I	12/01/2022	15.26	.00	25-6140 MAINT & REPAIR BUILDING	0	11/22		
Total 1250264:						95.34	.00					
Total PEAK ALARM COMPANY, INC:						372.10	.00					
POLLARDWATER												
1045	POLLARDWATER	0226745	14736	2 EACH DEEP SOCKET SETS, M. WEBB, NOV. '22	11/17/2022	410.40	.00	20-6175 SMALL TOOLS	0	11/22		
1045	POLLARDWATER	0226745	14736	2 EACH DEEP SOCKET SETS, M. WEBB, NOV. '22	11/17/2022	102.60	.00	25-6175 SMALL TOOLS	0	11/22		
Total 0226745:						513.00	.00					
Total POLLARDWATER:						513.00	.00					
REXEL USA, INC.												
1613	REXEL USA, INC.	2Z38071	14553	LIGHTBULBS FOR PLANT, S. HOWELL, OCT. '22- WATER	11/02/2022	13.86	13.86	20-6140 MAINT. & REPAIR BUILDING	0	11/22	11/28/2022	
1613	REXEL USA, INC.	2Z38071	14553	LIGHTBULBS FOR PLANT, S. HOWELL, OCT. '22- SEWER	11/02/2022	13.86	13.86	21-6140 MAINT & REPAIR BUILDING	0	11/22	11/28/2022	
1613	REXEL USA, INC.	2Z38071	14553	LIGHTBULBS FOR PLANT, S. HOWELL, OCT. '22-P.I	11/02/2022	5.28	5.28	25-6140 MAINT & REPAIR BUILDING	0	11/22	11/28/2022	
Total 2Z38071:						33.00	33.00					
Total REXEL USA, INC.:						33.00	33.00					
RICOH USA, INC. (MAINTENANCE)												
1422	RICOH USA, INC. (MAINTENANCE)	5065900545		COPIER CHARGES, MODEL # IMC2000, SERIAL #C86262110, PARKS OFFICE, 10/1-31/2022	11/01/2022	21.01	21.01	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	11/22	11/14/2022	
Total 5065900545:						21.01	21.01					

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 RICOH USA, INC. (MAINTENANCE):						21.01	21.01					
RODDA PAINT CO.												
1723	RODDA PAINT CO.	77068528		EPOXY FLOOR COATING FOR BASEMENT FLOORING AT CITY HALL- ADMIN	11/10/2022	85.44	85.44	01-6140 MAINT. & REPAIR BUILDING	0	11/22	11/18/2022	
1723	RODDA PAINT CO.	77068528		EPOXY FLOOR COATING FOR BASEMENT FLOORING AT CITY HALL- WATER	11/10/2022	58.46	58.46	20-6140 MAINT. & REPAIR BUILDING	0	11/22	11/18/2022	
1723	RODDA PAINT CO.	77068528		EPOXY FLOOR COATING FOR BASEMENT FLOORING AT CITY HALL- SEWER	11/10/2022	58.46	58.46	21-6140 MAINT & REPAIR BUILDING	0	11/22	11/18/2022	
1723	RODDA PAINT CO.	77068528		EPOXY FLOOR COATING FOR BASEMENT FLOORING AT CITY HALL- P.I	11/10/2022	22.48	22.48	25-6140 MAINT & REPAIR BUILDING	0	11/22	11/18/2022	
Total 77068528:						224.84	224.84					
1723	RODDA PAINT CO.	77068529		2 INCH CHIP VARNISH BRUSH FOR REPAIRING BASEMENT FLOORS AT CITY HALL- ADMIN	11/10/2022	1.66	1.66	01-6140 MAINT. & REPAIR BUILDING	0	11/22	11/18/2022	
1723	RODDA PAINT CO.	77068529		2 INCH CHIP VARNISH BRUSH FOR REPAIRING BASEMENT FLOORS AT CITY HAL- WATER	11/10/2022	1.14	1.14	20-6140 MAINT. & REPAIR BUILDING	0	11/22	11/18/2022	
1723	RODDA PAINT CO.	77068529		2 INCH CHIP VARNISH BRUSH FOR REPAIRING BASEMENT FLOORS AT CITY HAL- SEWER	11/10/2022	1.14	1.14	21-6140 MAINT & REPAIR BUILDING	0	11/22	11/18/2022	
1723	RODDA PAINT CO.	77068529		2 INCH CHIP VARNISH BRUSH FOR REPAIRING BASEMENT FLOORS AT CITY HAL-P.I	11/10/2022	.44	.44	25-6140 MAINT & REPAIR BUILDING	0	11/22	11/18/2022	
Total 77068529:						4.38	4.38					
Total RODDA PAINT CO.:						229.22	229.22					
SALUTE VENTURES INC												
1880	SALUTE VENTURES INC	948051717	14695	LONG SLEEVE SHIRTS FOR PARK MAINTENCE STAFF AND STOCK SHIRTS FOR FLEET &								

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
				FACILITIES, J. LORENTZ, NOV. '22	11/10/2022	653.55	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	11/22		
Total 948051717:						653.55	.00					
Total SALUTE VENTURES INC:						653.55	.00					
SIMPLOT TURF & HORTICULTURE												
491	SIMPLOT TURF & HORTICULTURE	216062573		500 LBS GRASS SEED FOR PARK, NOV. '22	10/28/2022	1,800.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	11/22		
491	SIMPLOT TURF & HORTICULTURE	216062573		245 BAGS ICE MELT FOR CITY HALL, NOV. '22- ADMIN	10/28/2022	1,010.63	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	0	11/22		
491	SIMPLOT TURF & HORTICULTURE	216062573		245 BAGS ICE MELT FOR CITY HALL, NOV. '22- WATER	10/28/2022	404.25	.00	20-6150 M & R - SYSTEM	0	11/22		
491	SIMPLOT TURF & HORTICULTURE	216062573		245 BAGS ICE MELT FOR CITY HALL, NOV. '22- SEWER	10/28/2022	404.25	.00	21-6150 M & R - SYSTEM	0	11/22		
491	SIMPLOT TURF & HORTICULTURE	216062573		245 BAGS ICE MELT FOR CITY HALL, NOV. '22- P.I	10/28/2022	202.12	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	11/22		
Total 216062573:						3,821.25	.00					
Total SIMPLOT TURF & HORTICULTURE:						3,821.25	.00					
SPECIALTY CONSTRUCTION SUPPLY												
780	SPECIALTY CONSTRUCTION SUPPLY	0225805-IN	14772	ONE EACH MEDIUM LIME SURVEY VEST, D. CROSSLEY, NOV. '22- SEWER	11/29/2022	23.00	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	11/22		
780	SPECIALTY CONSTRUCTION SUPPLY	0225805-IN	14772	ONE EACH LARGE LIME SURVEY VEST, D. CROSSLEY, NOV. '22-SEWER	11/29/2022	23.00	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	11/22		
780	SPECIALTY CONSTRUCTION SUPPLY	0225805-IN	14772	THREE EACH LARGE LIME SURVEY VEST, D. CROSSLEY, NOV. '22- WATER	11/29/2022	55.20	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	11/22		

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
780	SPECIALTY CONSTRUCTION SUPPLY	0225805-IN		ONE EACH LARGE LIME SURVEY VEST, D. CROSSLEY, NOV. '22- P.I	11/29/2022	13.80	.00	25-6230 SAFETY TRAINING & EQUIPMENT	0	11/22		
780	SPECIALTY CONSTRUCTION SUPPLY	0225805-IN	14772	ONE EACH 1/4 INCH BRIM WHITE HARD HAT, D. CROSSLEY, NOV. '22- SEWER	11/29/2022	16.48	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	11/22		
780	SPECIALTY CONSTRUCTION SUPPLY	0225805-IN	14772	THREE EACH 1/4 INCH BRIM WHITE HARD HAT, D. CROSSLEY, NOV. '22- WATER	11/29/2022	39.55	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	11/22		
780	SPECIALTY CONSTRUCTION SUPPLY	0225805-IN	14772	THREE EACH 1/4 INCH BRIM WHITE HARD HAT, D. CROSSLEY, NOV. '22- P.I	11/29/2022	9.89	.00	25-6230 SAFETY TRAINING & EQUIPMENT	0	11/22		
780	SPECIALTY CONSTRUCTION SUPPLY	0225805-IN	14772	ONE EACH MEDIUM LIME SURVEY VEST, D. CROSSLEY, NOV. '22- WATER	11/29/2022	18.40	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	11/22		
780	SPECIALTY CONSTRUCTION SUPPLY	0225805-IN	14772	ONE EACH MEDIUM LIME SURVEY VEST, D. CROSSLEY, NOV. '22- P.I	11/29/2022	4.60	.00	25-6230 SAFETY TRAINING & EQUIPMENT	0	11/22		
Total 0225805-IN:						203.92	.00					
Total SPECIALTY CONSTRUCTION SUPPLY:						203.92	.00					
ST. LUKE'S HEALTH SYSTEM												
1441	ST. LUKE'S HEALTH SYSTEM	463171151		EMPLOYEE VACCINATION & IMMUNIZATIONS, ACCT #463171151, FOR J. STEWART-SEWER	11/09/2022	194.83	194.83	21-5950 TEAM BUILDING, ONBOARDING	0	11/22	11/18/2022	
Total 463171151:						194.83	194.83					
1441	ST. LUKE'S HEALTH SYSTEM	464543209		EMPLOYEE VACCINATION & IMMUNIZATIONS ACCT#464543209, J. STEWART-SEWER	11/09/2022	194.83	194.83	21-5950 TEAM BUILDING, ONBOARDING	0	11/22	11/18/2022	
Total 464543209:						194.83	194.83					

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 ST. LUKE'S HEALTH SYSTEM:						389.66	389.66					
TAYLOR CORPORATION												
1435	TAYLOR CORPORATION	225067388	14698	BUSINESS CARDS FOR A. WELKER, NOV. '22- ADMIN	11/15/2022	37.19	.00	01-6165 OFFICE SUPPLIES	1005	11/22		
1435	TAYLOR CORPORATION	225067388	14698	BUSINESS CARDS FOR A. WELKER, NOV. '22- WATER	11/15/2022	1.65	.00	20-6165 0FFICE SUPPLIES	0	11/22		
1435	TAYLOR CORPORATION	225067388	14698	BUSINESS CARDS FOR A. WELKER, NOV. '22- SEWER	11/15/2022	1.65	.00	21-6165 OFFICE SUPPLIES	0	11/22		
1435	TAYLOR CORPORATION	225067388		BUSINESS CARDS FOR A. WELKER, NOV. '22- P.I	11/15/2022	.83	.00	25-6165 OFFICE SUPPLIES	0	11/22		
Total 225067388:						41.32	.00					
Total TAYLOR CORPORATION:						41.32	.00					
TECHNOLOGY SOLUTIONS LLC												
1823	TECHNOLOGY SOLUTIONS LLC	4544		6 REPLACEMENT DOMES FOR PARKS CAMERAS, NOV. '22	11/16/2022	125.88	125.88	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	11/22	11/18/2022	
Total 4544:						125.88	125.88					
Total TECHNOLOGY SOLUTIONS LLC:						125.88	125.88					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:08574425		SQWINCHER DRINK MIXES FOR HYDRATION, NOV. '22	11/16/2022	168.06	.00	01-6165 OFFICE SUPPLIES	1004	11/22		
Total 2160:08574425:						168.06	.00					
992	TREASURE VALLEY COFFEE	2160:08574425		ONE CASE COFFEE FOR PARK MAINTENCE SHOP, NOV. '22	11/16/2022	70.41	.00	01-6165 OFFICE SUPPLIES	1004	11/22		
Total 2160:08574425-01:						70.41	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
992	TREASURE VALLEY COFFEE	2160:08606555	14745	8 EACH 5 GALLON WATER BOTTLES FOR TREATMENT PLANT- WATER	11/18/2022	18.31	.00	20-6165 0FFICE SUPPLIES	0	11/22		
992	TREASURE VALLEY COFFEE	2160:08606555	14745	8 EACH 5 GALLON WATER BOTTLES FOR TREATMENT PLANT- SEWER	11/18/2022	18.31	.00	21-6165 OFFICE SUPPLIES	0	11/22		
992	TREASURE VALLEY COFFEE	2160:08606555	14745	8 EACH 5 GALLON WATER BOTTLES FOR TREATMENT PLANT- P.I	11/18/2022	6.98	.00	25-6165 OFFICE SUPPLIES	0	11/22		
Total 2160:08606555:						43.60	.00					
992	TREASURE VALLEY COFFEE	2160:08606608	14747	6 EACH 5 GALLON WATER BOTTLES AND ONE COOLER RENTAL FOR CITY HALL, NOV. '22- ADMIN	11/18/2022	20.22	.00	01-6165 OFFICE SUPPLIES	0	11/22		
992	TREASURE VALLEY COFFEE	2160:08606608	14747	6 EACH 5 GALLON WATER BOTTLES AND ONE COOLER RENTAL FOR CITY HALL, NOV. '22- WATER	11/18/2022	13.83	.00	20-6165 0FFICE SUPPLIES	0	11/22		
992	TREASURE VALLEY COFFEE	2160:08606608	14747	6 EACH 5 GALLON WATER BOTTLES AND ONE COOLER RENTAL FOR CITY HALL, NOV. '22- SEWER	11/18/2022	13.83	.00	21-6165 OFFICE SUPPLIES	0	11/22		
992	TREASURE VALLEY COFFEE	2160:08606608	14747	6 EACH 5 GALLON WATER BOTTLES AND ONE COOLER RENTAL FOR CITY HALL, NOV. '22- P.I	11/18/2022	5.32	.00	25-6165 OFFICE SUPPLIES	0	11/22		
Total 2160:08606608:						53.20	.00					
992	TREASURE VALLEY COFFEE	6120:08589634		FIRST AID SUPPLIES FOR PARKS OFFICE, NOV. '22	11/02/2022	187.90	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	11/22		
Total 6120:08589634:						187.90	.00					
Total TREASURE VALLEY COFFEE:						523.17	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
TURF EQUIPMENT & IRRIGATION INC												
1969	TURF EQUIPMENT & IRRIGATION INC	762989-01A		BELT FOR MOWER THAT WAS ON BACKORDER, B. WITHROW, JUL.'22, FY2022	07/25/2022	145.21	145.21	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	11/22	11/14/2022	
Total 762989-01A:						145.21	145.21					
Total TURF EQUIPMENT & IRRIGATION INC:						145.21	145.21					
ULINE INC												
2065	ULINE INC	156580649	14735	FIRE PROTECTIVE CABINET AND 10 GALLON OIL WASTE CAN, J.COX, NOV.'22	11/17/2022	1,323.05	.00	20-6150 M & R - SYSTEM	0	11/22		
2065	ULINE INC	156580649	14735	FIRE PROTECTIVE CABINET AND 10 GALLON OIL WASTE CAN, J.COX, NOV.'22	11/17/2022	330.76	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	11/22		
Total 156580649:						1,653.81	.00					
Total ULINE INC:						1,653.81	.00					
UNITED SITE SERVICES OF NEVADA INC												
2124	UNITED SITE SERVICES OF NEVADA INC	114-13419659		ADA WHEELCHAIR ACCESSIBLE AND STANDARD PORTABLE RESTROOM RENTALS, 9/20-11/14/2022 - ECONOMIC VILLAGE	11/07/2022	544.00	544.00	01-6135 PUBLIC ENTERTAINMENT	0	11/22	11/14/2022	
Total 114-13419659:						544.00	544.00					
2124	UNITED SITE SERVICES OF NEVADA INC	114-13430568		ADA WHEELCHAIR AND STANDAR PORTABLE RESTROOM RENTAL WEEKLY SERIVCE 11/15-12/12/22- ECON VILLAGE	11/16/2022	272.00	272.00	01-6135 PUBLIC ENTERTAINMENT	0	11/22	11/18/2022	
Total 114-13430568:						272.00	272.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-01169101		ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM RENTAL, WEEKLY								

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
				SERVICE, 11/11-12/08/22, BUTLER PARK	11/11/2022	212.75	212.75	01-6212 RENT-EQUIPMENT	1004	11/22	11/18/2022	
Total INV-01169101:						212.75	212.75					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-01185017		STANDARD PORTABLE RESTROOM RENTAL, BI-WEEKLY SERVICE 11/17-12/14/22, WATER BOOSTER STATION/EAST KUNA RD, WATER	11/17/2022	95.00	95.00	20-6212 RENT - EQUIPMENT	0	11/22	11/18/2022	
Total INV-01185017:						95.00	95.00					
Total UNITED SITE SERVICES OF NEVADA INC:						1,123.75	1,123.75					
UTILITY REFUND #15												
2166	UTILITY REFUND #15	171137.00		CBH, 132 N MEADOWSWEET AVE, UTILITY REFUND	10/27/2022	45.36	.00	20-4500 METERED WATER SALES	0	11/22		
2166	UTILITY REFUND #15	171137.00		CBH, 132 N MEADOWSWEET AVE, UTILITY REFUND	10/27/2022	16.23	.00	21-4600 SEWER USER FEES	0	11/22		
Total 171137.00:						61.59	.00					
2166	UTILITY REFUND #15	180230.04		TRISTAN MCCOY, 1383 N KOLNES AVE, UTILITY REFUND	11/28/2022	27.71	.00	20-4500 METERED WATER SALES	0	11/22		
2166	UTILITY REFUND #15	180230.04		TRISTAN MCCOY, 1383 N KOLNES AVE, UTILITY REFUND	11/28/2022	32.55	.00	21-4600 SEWER USER FEES	0	11/22		
2166	UTILITY REFUND #15	180230.04		TRISTAN MCCOY, 1383 N KOLNES AVE, UTILITY REFUND	11/28/2022	18.56	.00	26-4975 SOLID WASTE USER FEES	0	11/22		
Total 180230.04:						78.82	.00					
2166	UTILITY REFUND #15	190760.02		BRIAN MIMMS, 249 W ANTLER CT, UTILITY REFUND	11/28/2022	42.71	.00	26-4975 SOLID WASTE USER FEES	0	11/22		

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
2166	UTILITY REFUND #15	190760.02		BRIAN MIMMS, 249 W ANTLER CT, UTILITY REFUND	11/28/2022	52.11	.00	20-4500 METERED WATER SALES	0	11/22		
2166	UTILITY REFUND #15	190760.02		BRIAN MIMMS, 249 W ANTLER CT, UTILITY REFUND	11/28/2022	62.36	.00	21-4600 SEWER USER FEES	0	11/22		
Total 190760.02:						157.18	.00					
2166	UTILITY REFUND #15	21120.01		JAMES D RUSSELL, 475 S SCHOOL AVE, UTILITY REFUND	11/17/2022	85.83	.00	20-4500 METERED WATER SALES	0	11/22		
Total 21120.01:						85.83	.00					
2166	UTILITY REFUND #15	220825.03A		SHELLY LOMBARD, 646 E CINNABEAR DR, UTILITY REFUND	11/17/2022	92.44	.00	20-4500 METERED WATER SALES	0	11/22		
Total 220825.03A:						92.44	.00					
2166	UTILITY REFUND #15	221040.04		COLBY A BERNARD, 1342 S KODIAK BEAR AVE, UTILITY REFUND	11/17/2022	46.45	.00	26-4975 SOLID WASTE USER FEES	0	11/22		
2166	UTILITY REFUND #15	221040.04		COLBY A BERNARD, 1342 S KODIAK BEAR AVE, UTILITY REFUND	11/17/2022	49.65	.00	20-4500 METERED WATER SALES	0	11/22		
2166	UTILITY REFUND #15	221040.04		COLBY A BERNARD, 1342 S KODIAK BEAR AVE, UTILITY REFUND	11/17/2022	69.90	.00	21-4600 SEWER USER FEES	0	11/22		
Total 221040.04:						166.00	.00					
2166	UTILITY REFUND #15	221924.00		HUBBLE HOMES, 1249 S THREAVE AVE, UTILITY REFUND	11/17/2022	26.28	.00	21-4600 SEWER USER FEES	0	11/22		
2166	UTILITY REFUND #15	221924.00		HUBBLE HOMES, 1249 S THREAVE AVE, UTILITY REFUND	11/17/2022	107.82	.00	20-4500 METERED WATER SALES	0	11/22		

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 221924.00:						134.10	.00					
2166	UTILITY REFUND #15	242023.00		TRESIDIO HOMES, 2061 E THEA DR, UTILITY REFUND	10/27/2022	9.58	.00	20-4500 METERED WATER SALES	0	11/22		
2166	UTILITY REFUND #15	242023.00		TRESIDIO HOMES, 2061 E THEA DR, UTILITY REFUND	10/27/2022	-5.72	.00	21-4600 SEWER USER FEES	0	11/22		
Total 242023.00:						3.86	.00					
2166	UTILITY REFUND #15	261526.00		CBH, 2870 W DARK SKY ST, UTILITY REFUND	10/31/2022	105.82	.00	20-4500 METERED WATER SALES	0	11/22		
2166	UTILITY REFUND #15	261526.00		CBH, 2870 W DARK SKY ST, UTILITY REFUND	10/31/2022	26.14	.00	21-4600 SEWER USER FEES	0	11/22		
Total 261526.00:						131.96	.00					
2166	UTILITY REFUND #15	261529.00		CBH, 2885 W DARK SKY ST, UTILITY REFUND	10/27/2022	35.11	.00	20-4500 METERED WATER SALES	0	11/22		
2166	UTILITY REFUND #15	261529.00		CBH, 2885 W DARK SKY ST, UTILITY REFUND	10/27/2022	26.48	.00	21-4600 SEWER USER FEES	0	11/22		
Total 261529.00:						61.59	.00					
2166	UTILITY REFUND #15	277029.03		MICHAEL A MARKOWICH SR, 2425 N IDITAROD WAY, UTILITY REFUND	11/09/2022	27.78	.00	21-4600 SEWER USER FEES	0	11/22		
2166	UTILITY REFUND #15	277029.03		MICHAEL A MARKOWICH SR, 2425 N IDITAROD WAY, UTILITY REFUND	11/09/2022	21.01	.00	26-4975 SOLID WASTE USER FEES	0	11/22		
2166	UTILITY REFUND #15	277029.03		MICHAEL A MARKOWICH SR, 2425 N IDITAROD WAY, UTILITY REFUND	11/09/2022	121.63	.00	20-4500 METERED WATER SALES	0	11/22		
Total 277029.03:						170.42	.00					

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2166	UTILITY REFUND #15	277603.00		CBH, 2850 N IDITAROD WAY, UTILITY REFUND	11/02/2022	82.83	.00	20-4500 METERED WATER SALES	0	11/22		
2166	UTILITY REFUND #15	277603.00		CBH, 2850 N IDITAROD WAY, UTILITY REFUND	11/02/2022	13.15	.00	21-4600 SEWER USER FEES	0	11/22		
Total 277603.00:						95.98	.00					
2166	UTILITY REFUND #15	277604.00		CBH, 618 W WOLF WILLOW ST, UTILITY REFUND	10/27/2022	110.24	.00	20-4500 METERED WATER SALES	0	11/22		
2166	UTILITY REFUND #15	277604.00		CBH, 618 W WOLF WILLOW ST, UTILITY REFUND	10/27/2022	113.89	.00	21-4600 SEWER USER FEES	0	11/22		
Total 277604.00:						224.13	.00					
2166	UTILITY REFUND #15	280405.02		JOHN C HOYT, 2251 N CITRINE AVE, UTILITY REFUND	11/15/2022	28.42	.00	21-4600 SEWER USER FEES	0	11/22		
2166	UTILITY REFUND #15	280405.02		JOHN C HOYT, 2251 N CITRINE AVE, UTILITY REFUND	11/15/2022	18.01	.00	26-4975 SOLID WASTE USER FEES	0	11/22		
2166	UTILITY REFUND #15	280405.02		JOHN C HOYT, 2251 N CITRINE AVE, UTILITY REFUND	11/15/2022	123.90	.00	20-4500 METERED WATER SALES	0	11/22		
Total 280405.02:						170.33	.00					
2166	UTILITY REFUND #15	280920.03		ORVILLE BAUM, 1185 W CARAVAN ST, UTILITY REFUND	11/28/2022	36.40	.00	20-4500 METERED WATER SALES	0	11/22		
2166	UTILITY REFUND #15	280920.03		ORVILLE BAUM, 1185 W CARAVAN ST, UTILITY REFUND	11/28/2022	39.52	.00	21-4600 SEWER USER FEES	0	11/22		
2166	UTILITY REFUND #15	280920.03		ORVILLE BAUM, 1185 W CARAVAN ST, UTILITY REFUND	11/28/2022	27.69	.00	26-4975 SOLID WASTE USER FEES	0	11/22		
Total 280920.03:						103.61	.00					

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2166	UTILITY REFUND #15	281518.00		NORTH STAR HOMES, 1463 W FLUORITE ST, UTILITY REFUND	10/31/2022	26.38	.00	20-4500 METERED WATER SALES	0	11/22		
2166	UTILITY REFUND #15	281518.00		NORTH STAR HOMES, 1463 W FLUORITE ST, UTILITY REFUND	10/31/2022	18.34	.00	21-4600 SEWER USER FEES	0	11/22		
Total 281518.00:						44.72	.00					
2166	UTILITY REFUND #15	292036.01		AUSTIN PHILLIP PEREZ, 8674 S BARATHEON AVE, UTILITY REFUND	11/15/2022	77.49	.00	20-4500 METERED WATER SALES	0	11/22		
2166	UTILITY REFUND #15	292036.01		AUSTIN PHILLIP PEREZ, 8674 S BARATHEON AVE, UTILITY REFUND	11/15/2022	91.19	.00	21-4600 SEWER USER FEES	0	11/22		
2166	UTILITY REFUND #15	292036.01		AUSTIN PHILLIP PEREZ, 8674 S BARATHEON AVE, UTILITY REFUND	11/15/2022	70.63	.00	26-4975 SOLID WASTE USER FEES	0	11/22		
Total 292036.01:						239.31	.00					
2166	UTILITY REFUND #15	293004.01		JEFFREY B PETERSON, 3437 W CHARLENE ST, UTILITY REFUND	11/14/2022	8.95	.00	21-4600 SEWER USER FEES	0	11/22		
2166	UTILITY REFUND #15	293004.01		JEFFREY B PETERSON, 3437 W CHARLENE ST, UTILITY REFUND	11/14/2022	7.54	.00	26-4975 SOLID WASTE USER FEES	0	11/22		
2166	UTILITY REFUND #15	293004.01		JEFFREY B PETERSON, 3437 W CHARLENE ST, UTILITY REFUND	11/14/2022	6.99	.00	20-4500 METERED WATER SALES	0	11/22		
Total 293004.01:						23.48	.00					
2166	UTILITY REFUND #15	293044.01		CHRISTOPHER SHAWKEY, 3322 W REMEMBRANCE DR - UTILITY REFUND	11/21/2022	-.62	.00	20-4500 METERED WATER SALES	0	11/22		
2166	UTILITY REFUND #15	293044.01		CHRISTOPHER SHAWKEY, 3322 W REMEMBRANCE DR - UTILITY REFUND	11/21/2022	-1.33	.00	21-4600 SEWER USER FEES	0	11/22		

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
2166	UTILITY REFUND #15	293044.01		CHRISTOPHER SHAWKEY, 3322 W REMEMBRANCE DR - UTILITY REFUND	11/21/2022	32.32	.00	26-4975 SOLID WASTE USER FEES	0	11/22		
Total 293044.01:						30.37	.00					
2166	UTILITY REFUND #15	300850.02		JODI THOMAS, 1115 E WHITBECK DR, UTILITY REFUND	11/14/2022	26.45	.00	20-4500 METERED WATER SALES	0	11/22		
2166	UTILITY REFUND #15	300850.02		JODI THOMAS, 1115 E WHITBECK DR, UTILITY REFUND	11/14/2022	31.81	.00	21-4600 SEWER USER FEES	0	11/22		
2166	UTILITY REFUND #15	300850.02		JODI THOMAS, 1115 E WHITBECK DR, UTILITY REFUND	11/14/2022	19.99	.00	26-4975 SOLID WASTE USER FEES	0	11/22		
Total 300850.02:						78.25	.00					
2166	UTILITY REFUND #15	302339.01A		MIKHAIL M PROZAPAS, 700 E TUCMAN ST, UTILITY REFUND	11/17/2022	49.38	.00	20-4500 METERED WATER SALES	0	11/22		
Total 302339.01A:						49.38	.00					
2166	UTILITY REFUND #15	302590.00		KW HOMES, 880 E TUCMAN ST, UTILITY REFUND	11/02/2022	13.58	.00	20-4500 METERED WATER SALES	0	11/22		
2166	UTILITY REFUND #15	302590.00		KW HOMES, 880 E TUCMAN ST, UTILITY REFUND	11/02/2022	11.93	.00	21-4600 SEWER USER FEES	0	11/22		
Total 302590.00:						25.51	.00					
2166	UTILITY REFUND #15	303627.00		HUBBLE HOMES, 632 E TAPER ST, UTILITY REFUND	10/27/2022	50.19	.00	20-4500 METERED WATER SALES	0	11/22		
2166	UTILITY REFUND #15	303627.00		HUBBLE HOMES, 632 E TAPER ST, UTILITY REFUND	10/27/2022	16.78	.00	21-4600 SEWER USER FEES	0	11/22		

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 303627.00:						66.97	.00					
2166	UTILITY REFUND #15	303689.00		HUBBLE HOMES, 2779 N RIDGECREEK AVE, UTILITY REFUND	10/31/2022	109.97	.00	20-4500 METERED WATER SALES	0	11/22		
2166	UTILITY REFUND #15	303689.00		HUBBLE HOMES, 2779 N RIDGECREEK AVE, UTILITY REFUND	10/31/2022	29.62	.00	21-4600 SEWER USER FEES	0	11/22		
Total 303689.00:						139.59	.00					
2166	UTILITY REFUND #15	320247.00		HAYDEN HOMES, 1078 N RYDE AVE, UTILITY REFUND	11/02/2022	93.17	.00	20-4500 METERED WATER SALES	0	11/22		
2166	UTILITY REFUND #15	320247.00		HAYDEN HOMES, 1078 N RYDE AVE, UTILITY REFUND	11/02/2022	21.31	.00	21-4600 SEWER USER FEES	0	11/22		
Total 320247.00:						114.48	.00					
2166	UTILITY REFUND #15	330007.00		TOLL BROS INC, 1075 E WHITETAIL ST, UTILITY REFUND	10/27/2022	16.36	.00	20-4500 METERED WATER SALES	0	11/22		
2166	UTILITY REFUND #15	330007.00		TOLL BROS INC, 1075 E WHITETAIL ST, UTILITY REFUND	10/27/2022	25.79	.00	21-4600 SEWER USER FEES	0	11/22		
Total 330007.00:						42.15	.00					
2166	UTILITY REFUND #15	330010.00		TOLL BROS, 1728 N SILTSTONE WAY, UTILITY REFUND	11/17/2022	68.55	.00	20-4500 METERED WATER SALES	0	11/22		
Total 330010.00:						68.55	.00					
2166	UTILITY REFUND #15	330411.00		TOLL BROS INC, 2207 N HOSE GULCH AVE, UTILITY REFUND	10/27/2022	34.76	.00	20-4500 METERED WATER SALES	0	11/22		
2166	UTILITY REFUND #15	330411.00		TOLL BROS INC, 2207 N HOSE GULCH AVE, UTILITY REFUND	10/27/2022	17.47	.00	21-4600 SEWER USER FEES	0	11/22		

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 330411.00:						52.23	.00					
2166	UTILITY REFUND #15	330510.00		TOLL BROS INC, 2248 N MALVERN AVE, UTILITY REFUND	11/17/2022	53.68	.00	20-4500 METERED WATER SALES	0	11/22		
Total 330510.00:						53.68	.00					
2166	UTILITY REFUND #15	360024.00		SHALC GC INC, 11913 W BRAVERY LN, UTILITY REFUND	11/02/2022	72.48	.00	20-4500 METERED WATER SALES	0	11/22		
2166	UTILITY REFUND #15	360024.00		SHALC GC INC, 11913 W BRAVERY LN, UTILITY REFUND	11/02/2022	32.59	.00	21-4600 SEWER USER FEES	0	11/22		
Total 360024.00:						105.07	.00					
2166	UTILITY REFUND #15	360028.00		SHEA HOMES, 11977 W BRAVERY LN, UTILITY REFUND	11/02/2022	68.44	.00	20-4500 METERED WATER SALES	0	11/22		
2166	UTILITY REFUND #15	360028.00		SHEA HOMES, 11977 W BRAVERY LN, UTILITY REFUND	11/02/2022	24.20	.00	21-4600 SEWER USER FEES	0	11/22		
Total 360028.00:						92.64	.00					
2166	UTILITY REFUND #15	60600.02		KERRY SAGAR, 432 N LOCUST AVE, UTILITY REFUND	11/28/2022	65.91	.00	20-4500 METERED WATER SALES	0	11/22		
2166	UTILITY REFUND #15	60600.02		KERRY SAGAR, 432 N LOCUST AVE, UTILITY REFUND	11/28/2022	48.81	.00	21-4600 SEWER USER FEES	0	11/22		
2166	UTILITY REFUND #15	60600.02		KERRY SAGAR, 432 N LOCUST AVE, UTILITY REFUND	11/28/2022	34.15	.00	26-4975 SOLID WASTE USER FEES	0	11/22		
Total 60600.02:						148.87	.00					
2166	UTILITY REFUND #15	80899.01		JR SCHWENKFELDER, 997 N MERIDIAN RD, UTILITY REFUND	11/15/2022	1,366.07	.00	20-4500 METERED WATER SALES	0	11/22		

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
2166	UTILITY REFUND #15	80899.01		JR SCHWENKFELDER, 997 N MERIDIAN RD, UTILITY REFUND	11/15/2022	1,606.55	.00	21-4600 SEWER USER FEES	0	11/22		
Total 80899.01:						2,972.62	.00					
2166	UTILITY REFUND #15	92030.03		DOUGLAS E PACK, 1416 N ANTIMONY PL, UTILITY REFUND	11/17/2022	92.45	.00	20-4500 METERED WATER SALES	0	11/22		
Total 92030.03:						92.45	.00					
Total UTILITY REFUND #15:						6,178.16	.00					
VALLI INFORMATION SYSTEMS, INC												
857	VALLI INFORMATION SYSTEMS, INC	85063		LOCKBOX TRANSACTIONS FOR OCTOBER 2022 - ADMIN	10/31/2022	2,658.88	2,658.88	01-6190 P0STAGE & BILLING	0	11/22	11/14/2022	
857	VALLI INFORMATION SYSTEMS, INC	85063		LOCKBOX TRANSACTIONS FOR OCTOBER 2022 - WATER	10/31/2022	1,819.23	1,819.23	20-6190 P0STAGE & BILLING	0	11/22	11/14/2022	
857	VALLI INFORMATION SYSTEMS, INC	85063		LOCKBOX TRANSACTIONS FOR OCTOBER 2022 - SEWER	10/31/2022	1,819.23	1,819.23	21-6190 P0STAGE & BILLING	0	11/22	11/14/2022	
857	VALLI INFORMATION SYSTEMS, INC	85063		LOCKBOX TRANSACTIONS FOR OCTOBER 2022 - P.I	10/31/2022	699.71	699.71	25-6190 P0STAGE & BILLING	0	11/22	11/14/2022	
Total 85063:						6,997.05	6,997.05					
Total VALLI INFORMATION SYSTEMS, INC:						6,997.05	6,997.05					
VERIZON WIRELESS												
1575	VERIZON WIRELESS	9919484762		TABLET SERVICE 10/2-11/1/22-WATER	11/01/2022	85.24	85.24	20-6255 TELEPH0NE EXPENSE	0	11/22	11/18/2022	
1575	VERIZON WIRELESS	9919484762		TABLET SERVICE 10/2-11/1/22-SEWER	11/01/2022	110.73	110.73	21-6255 TELEPH0NE EXPENSE	0	11/22	11/18/2022	
1575	VERIZON WIRELESS	9919484762		TABLET SERVICE 10/2-11/1/22-ECONOMIC DEVELOPMENT	11/01/2022	15.93	15.93	01-6255 TELEPH0NE	4000	11/22	11/18/2022	

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
1575	VERIZON WIRELESS	9919484762		TABLET SERVICE 10/2-11/1/22-P.I	11/01/2022	24.69	24.69	25-6255 TELEPH0NE EXPENSE	0	11/22	11/18/2022	
1575	VERIZON WIRELESS	9919484762		TABLET SERVICE 10/2-11/1/22-ADMIN	11/01/2022	23.90	23.90	01-6255 TELEPH0NE	0	11/22	11/18/2022	
1575	VERIZON WIRELESS	9919484762		TABLET SERVICE 10/2-11/1/22-P&Z	11/01/2022	63.73	63.73	01-6255 TELEPH0NE	1003	11/22	11/18/2022	
1575	VERIZON WIRELESS	9919484762		TABLET SERVICE 10/2-11/1/22-PARKS	11/01/2022	24.70	24.70	01-6255 TELEPH0NE	1004	11/22	11/18/2022	
1575	VERIZON WIRELESS	9919484762		TABLET SERVICE 10/2-11/1/22-BUILDING INSPECTION	11/01/2022	49.39	49.39	01-6255 TELEPH0NE	1005	11/22	11/18/2022	
Total 9919484762:						398.31	398.31					
1575	VERIZON WIRELESS	9919484763		CELL PHONE AND TABLET SERVICE, 10/2-11/1/22- P.I	11/01/2022	73.04	73.04	25-6255 TELEPH0NE EXPENSE	0	11/22	11/18/2022	
1575	VERIZON WIRELESS	9919484763		CELL PHONE AND TABLET SERVICE, 10/2-11/1/22-ECONOMIC DEVELOPMENT	11/01/2022	39.45	39.45	01-6255 TELEPH0NE	4000	11/22	11/18/2022	
1575	VERIZON WIRELESS	9919484763		CELL PHONE AND TABLET SERVICE, 10/2-11/1/22- ADMIN	11/01/2022	57.19	57.19	01-6255 TELEPH0NE	0	11/22	11/18/2022	
1575	VERIZON WIRELESS	9919484763		CELL PHONE AND TABLET SERVICE, 10/2-11/1/22- P&Z	11/01/2022	9.86	9.86	01-6255 TELEPH0NE	1003	11/22	11/18/2022	
1575	VERIZON WIRELESS	9919484763		CELL PHONE AND TABLET SERVICE, 10/2-11/1/22- PARKS	11/01/2022	299.75	299.75	01-6255 TELEPH0NE	1004	11/22	11/18/2022	
1575	VERIZON WIRELESS	9919484763		CELL PHONE AND TABLET SERVICE, 10/2-11/1/22- WATER	11/01/2022	269.14	269.14	20-6255 TELEPH0NE EXPENSE	0	11/22	11/18/2022	
1575	VERIZON WIRELESS	9919484763		CELL PHONE AND TABLET SERVICE, 10/2-11/1/22- SEWER	11/01/2022	316.47	316.47	21-6255 TELEPH0NE EXPENSE	0	11/22	11/18/2022	
Total 9919484763:						1,064.90	1,064.90					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1575	VERIZON WIRELESS	9919484764		CELL PHONE SERVICE 10/2-11/01/22- ADMIN	11/01/2022	95.66	95.66	01-6255 TELEPH0NE	0	11/22	11/18/2022	
1575	VERIZON WIRELESS	9919484764		CELL PHONE SERVICE 10/2-11/01/22- P&Z	11/01/2022	37.59	37.59	01-6255 TELEPH0NE	1003	11/22	11/18/2022	
1575	VERIZON WIRELESS	9919484764		CELL PHONE SERVICE 10/2-11/01/22- PARKS	11/01/2022	317.46	317.46	01-6255 TELEPH0NE	1004	11/22	11/18/2022	
1575	VERIZON WIRELESS	9919484764		CELL PHONE SERVICE 10/2-11/01/22- BUILDING	11/01/2022	41.77	41.77	01-6255 TELEPH0NE	1005	11/22	11/18/2022	
1575	VERIZON WIRELESS	9919484764		CELL PHONE SERVICE 10/2-11/01/22- WATER	11/01/2022	208.15	208.15	20-6255 TELEPH0NE EXPENSE	0	11/22	11/18/2022	
1575	VERIZON WIRELESS	9919484764		CELL PHONE SERVICE 10/2-11/01/22- SEWER	11/01/2022	325.11	325.11	21-6255 TELEPH0NE EXPENSE	0	11/22	11/18/2022	
1575	VERIZON WIRELESS	9919484764		CELL PHONE SERVICE 10/2-11/01/22- P.I	11/01/2022	60.32	60.32	25-6255 TELEPH0NE EXPENSE	0	11/22	11/18/2022	
Total 9919484764:						1,086.06	1,086.06					
Total VERIZON WIRELESS:						2,549.27	2,549.27					
VICTORY GREENS												
364	VICTORY GREENS	607084	14710	ARBOR DAY AUTUMN BLAZE MAPLE TREE BEHIND CITY HALL, J.MORFIN, NOV.'22	11/15/2022	259.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	11/22		
Total 607084:						259.00	.00					
Total VICTORY GREENS:						259.00	.00					
WESTERN STATES EQUIPMENT CO.												
98	WESTERN STATES EQUIPMENT CO.	IN002197674		TROUBLE SHOOT GENERATOR ALARMS, AND REPLACE ENGINE COOLANT HEATER, ORCHARD LIFT	11/01/2022	1,456.99	1,456.99	21-6150 M & R - SYSTEM	0	11/22	11/18/2022	

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 IN002197674:						1,456.99	1,456.99					
98	WESTERN STATES EQUIPMENT CO.	IN002198732	14664	TROUBLE SHOOTING GENERATOR AT DANSKIN WELL, D. CROSSLEY, NOV. '22	11/02/2022	379.60	379.60	20-6150 M & R - SYSTEM	0	11/22	11/18/2022	
Total IN002198732:						379.60	379.60					
98	WESTERN STATES EQUIPMENT CO.	IN002198746	14665	GENERATOR REPAIR FOR CRIMSON POINT LIFT STATION, D. CROSSLEY, NOV. '22	11/02/2022	2,582.61	2,582.61	20-6150 M & R - SYSTEM	0	11/22	11/18/2022	
Total IN002198746:						2,582.61	2,582.61					
98	WESTERN STATES EQUIPMENT CO.	Q000288403-1		2022 CATERPILLAR 420 BACKHOE LOADER, NOV. '22-WATER	11/17/2022	4,396.67	4,396.67	20-6045 C0NTINGENCY	1311	11/22	11/28/2022	
98	WESTERN STATES EQUIPMENT CO.	Q000288403-1		2022 CATERPILLAR 420 BACKHOE LOADER, NOV. '22-SEWER	11/17/2022	4,396.67	4,396.67	21-6045 C0NTINGENCY	1311	11/22	11/28/2022	
98	WESTERN STATES EQUIPMENT CO.	Q000288403-1		2022 CATERPILLAR 420 BACKHOE LOADER, NOV. '22-P.I	11/17/2022	1,674.93	1,674.93	25-6045 C0NTINGENCY FUND	1311	11/22	11/28/2022	
98	WESTERN STATES EQUIPMENT CO.	Q000288403-1		2022 CATERPILLAR 420 BACKHOE LOADER, NOV. '22	11/17/2022	70,000.00	70,000.00	40-6166 PP&E PURCHASES OPERATIONS	1310	11/22	11/28/2022	
98	WESTERN STATES EQUIPMENT CO.	Q000288403-1		2022 CATERPILLAR 420 BACKHOE LOADER, NOV. '22-WATER	11/17/2022	29,400.00	29,400.00	20-6166 PP&E PURCHASES OPERATIONS	1310	11/22	11/28/2022	
98	WESTERN STATES EQUIPMENT CO.	Q000288403-1		2022 CATERPILLAR 420 BACKHOE LOADER, NOV. '22-SEWER	11/17/2022	29,400.00	29,400.00	21-6166 PP&E PURCHASES - OPERATIONS	1310	11/22	11/28/2022	
98	WESTERN STATES EQUIPMENT CO.	Q000288403-1		2022 CATERPILLAR 420 BACKHOE LOADER, NOV. '22-P.I	11/17/2022	11,200.00	11,200.00	25-6166 PP&E PURCHASES - OPERATIONS	1310	11/22	11/28/2022	
98	WESTERN STATES EQUIPMENT CO.	Q000288403-1		2022 CATERPILLAR 420 BACKHOE LOADER, NOV. '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
				ADMIN	11/17/2022	10,468.27	10,468.27	01-6045 C0NTINGENCY	1311	11/22	11/28/2022	
Total Q000288403-11:						160,936.54	160,936.54					
98	WESTERN STATES EQUIPMENT CO.	Q000288408-5		2023 CATERPILLAR MINI EXCAVATOR, NOV. '22	10/10/2022	37,037.50	37,037.50	25-6166 PP&E PURCHASES - OPERATIONS	1309	11/22	11/28/2022	
Total Q000288408-5:						37,037.50	37,037.50					
98	WESTERN STATES EQUIPMENT CO.	Q000288731-4		2023 CATERPILLAR 259D3 MULTI TERRAIN LOADER, NOV. '22- WATER	11/17/2022	29,554.05	29,554.05	20-6166 PP&E PURCHASES OPERATIONS	1308	11/22	11/28/2022	
98	WESTERN STATES EQUIPMENT CO.	Q000288731-4		2023 CATERPILLAR 259D3 MULTI TERRAIN LOADER, NOV. '22- SEWER	11/17/2022	29,554.05	29,554.05	21-6166 PP&E PURCHASES - OPERATIONS	1308	11/22	11/28/2022	
98	WESTERN STATES EQUIPMENT CO.	Q000288731-4		2023 CATERPILLAR 259D3 MULTI TERRAIN LOADER, NOV. '22- P.I	11/17/2022	11,258.69	11,258.69	25-6166 PP&E PURCHASES - OPERATIONS	1308	11/22	11/28/2022	
Total Q000288731-4:						70,366.79	70,366.79					
Total WESTERN STATES EQUIPMENT CO.:						272,760.03	272,760.03					
WHITE, PETERSON, GIGRAY, & NICHOLS P.A.												
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	10312022WPG		LEGAL FEES FOR OCT. '22-ADMIN	10/31/2022	108.00	108.00	01-6202 PR0FESSI0NAL SERVICES	0	11/22	11/18/2022	
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	10312022WPG		LEGAL FEES FOR OCT. '22-PI	10/31/2022	1,881.00	1,881.00	25-6202 PROFESSIONAL SERVICES	0	11/22	11/18/2022	
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	10312022WPG		LEGAL FEES FOR OCT. '22-SEWER	10/31/2022	1,908.00	1,908.00	21-6202 PR0FESSI0NAL SERVICES	0	11/22	11/18/2022	
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	10312022WPG		LEGAL FEES FOR OCT. '22-P&Z	10/31/2022	3,467.25	3,467.25	01-6202 PR0FESSI0NAL SERVICES	1003	11/22	11/18/2022	

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
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	10312022WPG		LEGAL FEES FOR OCT. '22-NOV .'22-ADMIN	10/31/2022	6,729.20	6,729.20	01-6202 PR0FESSI0NAL SERVICES	0	11/22	11/18/2022	
Total 10312022WPGN:						14,093.45	14,093.45					
Total WHITE, PETERSON, GIGRAY, & NICHOLS P.A.:						14,093.45	14,093.45					
ZAMZOWS												
66	ZAMZOWS	394144565	14586	12.2 GALLON BULK ROPANE, M.NADEAU, OCT.'22	10/14/2022	46.24	.00	21-6150 M & R - SYSTEM	0	11/22		
Total 394144565:						46.24	.00					
Total ZAMZOWS:						46.24	.00					
Grand Totals:						981,609.05	889,792.23					

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Treasurer: _____

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

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 **MIRIAM LLC & JAPHETH LLC** *For Annexation and Rezone at the Northeast Corner of N Meridian Road and E Deer Flat Road.*	)	**Case Nos. 22-02-AN (Annexation), 22-01-ZC (Rezone) & 22-02-DA (Development Agreement)** **FINDINGS OF FACT, CONCLUSIONS OF LAW AND ORDER OF DECISION FOR ANNEXATION AND REZONE APPLICATIONS.**

THESE MATTERS came before the City Council for Public Hearing on November 15, 2022, for the receipt and consideration of these Findings of Fact, Conclusions of Law and Order of Decision for the above referenced applications. The City Council does now hereby make and set forth the Record of Proceedings, and these Findings of Fact, Conclusions of Law and Order of Decision.

I
EXHIBIT LIST

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

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1.1	Staff Report			X
2.1	P&Z Application Coversheet			X
2.2	Annexation & Zoning Application			X
2.3	Rezone Application			X
2.4	Development Agreement Application			X
2.12	Narrative			X
2.15	Vicinity Map			X
2.16	Aerial Map			X
2.5	Warranty Deed – 1800 N Meridian Road			X
2.6	Warranty Deed – 1900 E Deer Flat Road			X
2.7	Warranty Deed – 1698 E Lazy DB Lane			X
2.8	Warranty Deed – 1804 E Lazy DB Lane			X
2.9	Warranty Deed – 1920 E Lazy DB Lane			X
2.10	Warranty Deed – 1928 E Deer Flat Road			X
2.11	Affidavits of Legal Interest			X
2.13	Legal Description – Annexation Area			X

2.14	Legal Description – Rezone Area			X
2.18	Preliminary Development Concept			X
2.17	Neighborhood Meeting Certification			X
2.20	Agency Transmittal			X
2.21	Boise Project Board of Control			X
2.22	Developer Response to Meeting with Kuna Joint School District No. 3			X
2.23	Ada County Highway District (ACHD)			X
2.24	COMPASS			X
2.25	Idaho transportation Department (ITD)			X
2.29	City Engineer's Memo			X
2.26	KMN Publication Proof P&Z			X
2.27	Website Notice P&Z			X
2.28	300-ft Property Owners Notice P&Z			X
2.31	Proof of Property Posting P&Z			X
2.32	P&Z Commission Minutes 08.23.2022			X
2.33	Proof of Property Posting – City Council 10.18.2022			X
2.34	City Council Meeting Minutes 10.18.2022 – Case Tabled to a Date Certain of November 15, 2022 Due to Staff Noticing Error			X
2.35	Site Posting Update by Staff			X
2.36	KMN Publication Proof City Council			X
2.37	300-ft Property Owners Notice City Council			X
2.38	Website Notice City Council			X
2.39	Staff Affidavit of Noticing Procedure Error			X
2.40	Public Comment – Ludette Leung			X
2.41	Public Comment – Becky Miller			X
2.30	Development Agreement			X

1.2 Hearings

1.2.1 The City Council heard this on November 15, 2022. The FCO's have been requested to go before the City Council on December 6, 2022.

1.3 Witness Testimony

1.3.1 Those who testified at the City Council's November 15, 2022, hearing are as follows, to-wit:

1.3.1.1 City Staff:
Jessica Reid, Associate Planner

1.3.1.2 Appearing for the Applicant:
Penelope Constantikes, Riley Planning Services, PO Box 405, Boise, ID 83701 – Testified

1.3.1.3 Appearing in Favor:
Douglas Clegg, 715 Blue Spruce Road, Alpine, UT 84004 – Testified

Becky Miller, 1708 N Ryde Ave, Kuna, ID 83634

1.3.1.4 Appearing Neutral:
None

1.3.1.5 Appearing in Opposition:
Danielle Horras, Kuna Joint School District No. 3, 711 E Porter, Kuna, ID 83634 – Testified
Ludette Leung, 1726 N Ryde Ave, Kuna, ID 83634 – Testified
Rebecca Getzen, 1884 N Ryde Ave, Kuna, ID 83634 – Testified
Crystal Robles, 12733 S Five Mile Road, Kuna, ID 83634 – Testified
Sarah Lett, 1777 N Ryde Ave, Kuna, ID 83634 – Testified
Darcey Keenan, 1244 N Cambrick Drive, Kuna, ID – 83634
Joe Larson, 365 W Allspice Court, Kuna, ID 83634 - Testified

II
DECISION

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

III
FINDINGS OF FACT

3.1 Findings Regarding Notice

3.1.1 **Notice Required:** Notice has been given in accordance with Kuna City Code and Idaho Statute.

3.1.2 **Notice Provided**

3.1.2.1 Notice was published for the November 15, 2022, hearing on the Annexation and Rezone in the Kuna Melba News, the official City of Kuna Newspaper, which has general circulation within the boundaries of the city, Ada and canyon County, on October 26, 2022.

3.1.2.2 Notice for the November 15, 2022, hearing containing the legal description of the property proposed to be annexed and rezoned, was mailed October 26, 2022, to all known and affected property-owners within 300-feet of the boundaries of the area described in the application.

3.1.2.3 Notice for the November 15, 2022, hearing was posted on a sign in accordance with Kuna City Code 5-1A-8 on October 25, 2022.

3.1.2.4 Notice for the November 15, 2022, hearing was posted on the city website October 28, 2022.

3.2 Findings Regarding Annexation and Rezone

3.2.1 The land proposed for Annexation is comprised of four (4) parcels totaling approximately 24.65 acres. The parcels are as follows:

Parcel No.	Address	Owner	Size	Current Zone
R8528532000	1928 E Deer Flat Road	Japheth LLC	5.11 acres	RUT (Rural Urban Transition)
R8528531500	1920 E Lazy DB Lane	Miriam LLC	6.93 acres	RUT (Rural Urban Transition)
R8528531000	1804 E Lazy DB Lane	Miriam LLC	6.93 acres	RUT (Rural Urban Transition)
R8528530500	1698 E Lazy DB Lane	Miriam LLC	5.68 acres	RUT (Rural Urban Transition)

3.2.2 The landowners of the parcels did not oppose annexation.

3.2.3 The Comprehensive Plan Future Land Use Map (FLUM) designates the subject parcels as Mixed Use.

3.2.4 The lands proposed for Rezone are comprised of two (2) parcels totaling approximately 10.18 acres. The parcels are as follows:

Parcel No.	Address	Owner	Size	Current Zone
S1418336332	1800 N Meridian Road	Japheth LLC	5.89 acres	C-1 (neighborhood Commercial)
S1418336401	1900 E Deer Flat Road	Japheth LLC	4.29 acres	C-1 (Neighborhood Commercial)

3.2.5 The landowners of the parcels at issue did not oppose rezoning.

3.2.6 The Comprehensive Plan Future Land Use Map (FLUM) identifies the subject parcels as Commercial.

3.2.7 The existing uses and zoning districts for lands surrounding the subject parcels are as follows:

North	RUT R-4	Rural Urban Transition – Ada County Medium Density Residential – Kuna City
South	C-1 R-6	Neighborhood Commercial – Kuna City Medium Density Residential – Kuna City
East	R-4	Medium Density Residential – Kuna City
West	C-2	Area Commercial – Kuna City

3.2.8 The four (4) parcels for Annexation each contain a single-family home with various outbuildings and accompanying Agricultural use; the two (2) parcels for Rezone are void of structures and vegetation on site is consistent with that of either weeds or agricultural fields.

3.2.9 The subject sites have an estimated average slope of 1% to 1.4%. According to the USDA Soil Survey for Ada County, bedrock depth is estimated to be 20 – 40-inches.

3.2.10 Beyond the property being located within the Nitrate Priority Area, staff is not aware of any other environmental issues, health or safety conflicts.

3.2.11 The Recreation and Pathways Master Plan Map indicates a future pathway/trail through the subject site.

3.2.12 The application proposes no new development at this time, therefore existing and public services and infrastructure will be unaffected. Ada County Highway District (ACHD) and the Idaho Transportation District (ITD) have provided comments on what transportation improvements and additional items will be required, based on the provided Preliminary Development Concept Plan. Both ACHD and ITD will require a Traffic Impact Study (TIS) upon future development of the subject sites.

3.2.13 Public Works staff stated they could support approval of this application contingent upon the Development Agreement acknowledging the City of Kuna is currently unable to service the project until capacity within the Danskin Lift Station is relieved by either the operating 18-inch Danskin Force Main Project, or the operating Mason Creek Trunk Line; Annexation, Rezone, nor approval of future construction drawings guarantees Pressurized Irrigation, Water or Sewer capacity will be available at time of development. The Development Agreement has addressed these comments.

3.3 Testimony of the Associate Planner

3.3.1 **Conclusions:** The Associate Planner, in a Staff Memo to the City Council dated November 15, 2022, confirmed that a review of the site and records on file at the City of Kuna have been completed with the following conclusions:

3.3.1.1 The Applicant held a Neighborhood Meeting with neighboring land owners within 300-ft of the proposed project area on December 14, 2021; there were thirteen (13) attendees. The meeting minutes have been included as a part of this application.

3.3.1.2 The Applicant requests approval for Annexation of approximately 24.65 acres into Kuna City Limits with a C-2 (Area Commercial) zone; Applicant also requests approval to Rezone approximately 10.18 acres already within Kuna City Limits, from a C-1 (Neighborhood Commercial) to a C-2 (Area Commercial) zone. The subject sites are located on the northeast corner of the Meridian Road and Deer Flat Road intersection (APNs: R8528532000, R8528531500, R8528531000, R8528530500, S1418336401, S1418336332).

3.3.1.3 The request is limited to Annexation and Rezone only; there is no associated development at this time. A Development Agreement will also accompany this application laying out responsibilities of both the Developer and city. The Applicant will be required to return for approval of a Preliminary Plat in substantial conformance with the Preliminary Development Concept provided in Exhibit 2.19, and associated Design Review applications.

3.3.1.4 Per City Engineer's comments in Exhibit 2.29, the subject properties are located within the Danskin Sewer Basin; these specific subject sites would flow into the Patagonia Lifts Station, then into the Danskin Lift Station. Currently, the Patagonia Lift Station has capacity but could face issues in the future, depending on the timeline of other developments within the area and the progression of the Mason Creek Trunk Line; and the Danskin Lift Station is at capacity. Public Works staff states they could support approval of this

application contingent upon the Development Agreement acknowledging the City of Kuna is currently unable to service the project until capacity within the Danskin Lift Station is relieved by either the operating 18-inch Danskin Force Main Project, or the operating Mason Creek Trunk Line; Annexation, Rezone, nor approval of future construction drawings guarantees Pressurized Irrigation, Water or Sewer capacity will be available at time of development.

3.3.1.5 The Boise Project Board of Control (Exhibit 2.21), points out the Kuna Canal lies within the boundary of the proposed future development and has asserted the Federal Easement, as well as provided additional comments regarding future development of the site.

3.3.1.6 Staff made multiple attempts via email, phone and in-person, to request comments from Kuna Joint School District No. 3 (KSD) regarding this Case, but have yet to receive them. On April 21, 2022, the Applicant and their representative met with KSD to review the district's "voluntary support fees" (Exhibit 2.22). Though the proposed Annexation and Rezone did not provide enough impact data, the Applicant stated they look forward to following up with KSD in the future when specific uses are identified, and how they will impact the district's needs. At the Planning and Zoning Commission meeting held August 23, 2022, Robbie Reno testified that KSD would remain Neutral on the project until development occurred, but did express concerns on how many additional students the potential project could bring to the district (see Exhibit 2.32, Page 2 of 3).

3.3.1.7 Staff has determined the Applicant's Annexation request is in technical compliance with Idaho Statute §50-222 to request Annexation, the Rezone request is in compliance with Idaho Statute §67-65, and both are in compliance with Title 5 of Kuna City Code (KCC), and the goals and policies set in Kuna's Comprehensive Plan. Staff recommends that if Council Approves of the Annexation, Rezone and Development Agreement, the Applicant be subject to the Conditions of Approval listed in Section 3.3.2 of this report, as well as any additional Conditions designated by this decision-making body.

3.3.1.8 Pursuant to Idaho Code 67-8003, the owner of private property that is subject of such action may submit a written request for a regulatory taking analysis with the City Clerk. Not more that twenty-eight (28) days after the final decision concerning the matter at issue, the City shall prepare a written taking analysis concerning the action if requested.

3.3.2 **Staff Recommendations:** As a result of the review, Associate Planner Jessica Reid, recommended that upon the City Council's Approval of Case Nos. 22-01-ZC, 22-02-AN and 22-02-DA, the Applicant shall be subject the following Conditions of Approval:

3.3.2.1 Upon development the Applicant and/or Owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:

3.3.2.1.1 The City Engineer shall approve the sewer connections.

3.3.2.1.2 The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated

until the applicant has received approval of the drainage plan.

3.3.2.1.3 Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties".

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

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

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

3.3.2.1.7 All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.

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

3.3.2.3 Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.

3.3.2.4 When required, submit a petition to the City (as necessary, confirmed with the City Engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the KMIS of the City.

3.3.2.5 The Applicant/Developer/Owner, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.

3.3.2.6 The Applicant/Developer/Owner shall follow staff, City Engineers and other agency recommended requirements as applicable.

3.3.2.7 The Applicant/Developer/Owner shall comply with all local, state and federal laws.

3.3.2.8 The Applicant/Developer/Owner 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.

3.3.2.9 The Applicant/Developer/Owner/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.

3.4 Other Testimony

3.4.1 11/15/2022 Public Hearing – Danielle Horras, Kuna Joint School District No. 3 (KSD), 711 E Porter Street, Kuna, Idaho 83634, testified to the School District's concerns with the residential aspect of the future development, stating that the schools which would serve the project would be over capacity at time of construction.

3.4.2 11/15/2022 Public Hearing – Ludette Leung, 1726 N Ryde Ave, Kuna, Idaho, 83634, testified to her support of KSD as she served on their Growth Committee. Ms. Leung explained citizens are concerned with the future for students and asked the Council for input on how KSD can help make the future proposed KSD Bond pass.

3.4.3 11/15/2022 Public Hearing – Rebecca Getzen, 1884 N Ryde Ave, Kuna, Idaho, 83634, testified to having no concerns with the future Commercial portion of the development but did have concerns with any future Residential portion.

3.4.4 11/15/2022 Public Hearing – Crystal Robles, 13733 S Five Mile Road, Kuna, Idaho, 83634, testified to her concerns to the capacity within the schools, as well as transportation concerns.

3.4.5 11/15/2022 Public Hearing – Sarah Lett, 1777 N Ryde Ave, Kuna, Idaho, 83634, testified to her concerns about the potential of future development creating additional strain on the schools, and potential re-sale value of homes adjacent to the future development. Mrs. Lett asked that if for some reason Residential was denied in the future, the Developer take into consideration the types of Commercial users that would be close to the neighboring Lugarno Terra Subdivision.

3.4.6 11/15/2022 Public Hearing – Darcey Keenan, 1244 N Cambrick Drive, Kuna, Idaho, 83634, testified to her concerns KSD faced with growth within the community.

3.4.7 11/15/2022 Public Hearing – Joe Larson, 365 W Allspice Court, Kuna, Idaho, 83634, testified to his concerns regarding the future Residential aspect of the development and how it would affect the schools which would service it.

3.4.8 11/15/2022 Public Hearing – Douglas Clegg, 715 W Blue Spruce, Alpine, Utah, 84004, Developer of the project, testified that his company specialized in Senior Housing and had no interest in apartments, and that it was only added to the Preliminary Development Concept as a transition between the Commercial and Townhomes. Mr. Clegg continued that the future proposed Townhomes were intended to be for those 55 years of age and older; he stated that if apartments were not wanted, he was more than willing to develop additional Senior Housing options. Mr. Clegg explained that 55 and older Residential had no impact on schools, typically had minimal impact on traffic, and tended to be quiet neighbors. Mr. Clegg then touched on the potential two (2) year timeline

before construction would begin and that Commercial would be constructed first. Mr. Clegg concluded with stating that he had a phone call scheduled with KSD the following Monday to further discuss future development impacts, if any.

IV
CONCLUSIONS OF LAW
RE: POWES 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 §67-65, and Kuna City Code 1-14-3.

V
CONCLUSIONS OF LAW
RE: APPLICATION FOR ANNEXATION

5.1 The City of Kuna has authority to Annex lads into its boundaries pursuant to Idaho Code §50-222.

5.2 Kuna City Code 1-14-3 states that Annexations 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 Idaho Code §50-222(1) provides that:

> [C]ities of the state should be able to annex lands which are reasonably necessary to assure the orderly development of Idaho's cities in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services, *to enable the orderly development of private lands*, which benefit from the cost-effective availability of municipal services in urbanizing areas to equitably allocated the costs of public services in management of development on the urban fringe.

(emphasis added).

5.4 The proposed Annexation is a Category A Annexation as described in Idaho Code §50-222(3)(a), because the private landowner of the parcel at issue has consented to the proposed Annexation.

5.5 The Annexation, as proposed by the application for Case No. 22-02-AN, would constitute an orderly development and would not contribute to urban sprawl of the City of Kuna.

VI
CONCLUSIONS OF LAW
RE: APPLICATION FOR REZONE

6.1 The City of Kuna has authority to Rezone lands within its boundaries pursuant to Idaho Code §67-6511.

6.2 Kuna City Code 1-14-3 states that Rezones are designated as Public Hearings with the Planning and Zoning Commission as a recommending body and City Council as the decision-making body.

6.3 The Rezone, as proposed by the application for Case No. 22-01-ZC, would comply with the Comprehensive Plan.

VII
CONCLUSIONS OF LAW
RE: APPLICATION FOR DEVELOPMENT AGREEMENT

7.1 The City of Kuna has the authority to enter into Development Agreements as a Condition of zoning per Idaho Code §67-6511(A) and Kuna City Code 5-14-1.

VIII
ORDER OF APPROVAL OF APPLICATIONS FOR ANNEXATION, REZONE AND DEVELOPMENT AGREEMENT

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

8.1 The Annexation application (22-02-AN) is hereby *Approved*.

8.2 The Rezone application (22-01-ZC) is hereby *Approved*.

8.3 The Development Agreement (22-02-DA) is hereby *Approved.*

BY ACTION OF THE CITY COUNCIL of the City of Kuna at its regular meeting held on the 6th day December 2022.

_____
Joe Stear, Mayor

BEFORE THE CITY COUNCIL
OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATIONS OF **PROVIDENCE PROPERTIES, LLC** *For an Annexation and Preliminary Plat Request for Riverton Subdivision.*	)	**Case Nos. 21-16-AN (Annexation), and 21-11-S (Preliminary Plat)** **FINDINGS OF FACT CONCLUSIONS OF LAW AND ORDER OF APPROVAL OF ANNEXATION AND PRELIMINARY PLAT**

THESE MATTERS came before the City Council for Public Hearing on November 15, 2022, for receipt and consideration by the Council of these Findings of Fact, Conclusions of Law and Order of Decision for the above referenced application. The Council does now hereby make and set forth the Record of Proceedings, and these Findings of Fact, and Order of Decision.

I
RECORD OF PROCEEDINGS

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

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1.1	Staff Report			X
2.1	Planning and Zoning Application Coversheet			X
2.2	Annexation Application			X
2.3	Preliminary Plat Application			X
2.4	Design Review Application			X
2.5	Narrative			X
2.6	Warranty Deed			X
2.7	Affidavit of Legal Interest			X
2.8	Vicinity Map			X
2.9	Neighborhood Meeting Certification			X
2.10	Legal Descriptions: Annexation			X

2.11	Legal Descriptions: R-8 Zone			X
2.12	Legal Description: C-2 Zone			X
2.13	Preliminary Plat			X
2.14	Phasing Plan			X
2.15	Landscape Plan B&W			X
2.16	Subdivision Name Reservation			X
2.17	HOA Maintenance Declaration - CCR's			X
2.18	Commitment to Property Posting			X
2.19	Landscape Plan Illustrative			X
2.20	Agency Transmittal			X
2.21	City Engineer's Memo			X
2.22	ACHD – Ada County Highway District			X
2.23	Boise Project Board of Control			X
2.24	Central District Health Department			X
2.25	Department of Environmental Quality			X
2.26	Kuna Rural Fire District			X
2.27	Nampa Meridian Irrigation District			X
2.28	Commission Kuna Melba News Proof 7.20.22			X
2.29	Commission 300' Mailer 7.21.22			X
2.30	Commission Proof of Property Posting			X
2.31	Commission Website Notice			X
2.32	Kuna School District No. 3			X
2.33	Letter Addressing Homeowner Requests			X
2.34	UPDATED Pre Plat; Follows Commission Recommendations			X
2.35	UPDATED Pre Plat Engineering; Follows Commission Recommendations			X
2.36	UPDATED Landscape Plan; Follows Commission Recommendations			X
2.37	UPDATED Landscape Illustrative; Follows Comm Recommendations			X
2.38	UPDATED Fence Plan; Follows Commission Recommendations			X
2.39	ID Transportation TIS Acceptance			X
2.40	Commission FCO's - 8.23.'22			X
2.41	Commission Meeting Minutes - 8.9.'22			X
2.42	Kuna Melba News Proof 7.20.22			X
2.43	300' Mailer 7.21.22			X
2.44	Proof of Property Posting			X
2.45	Website Notice			X

1.2 Hearings

1.2.1 City Council heard this Case November 15, 2022. The FCO's have been requested to go to the City Council on December 6, 2022.

1.3 Witness Testimony

1.3.1 Those who testified at the Councils' November 15, 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:
Patrick Connor, Providence Homes, 701 S Allen St., Meridian, ID 83642 - Testified

1.3.1.3 Appearing in Favor:
None

1.3.1.4 Appearing Neutral:
None

1.3.1.5 Appearing in Opposition:
None

II
DECISION

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

III
FINDINGS OF FACT

3.1 Findings Regarding Notice

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

3.1.2 Notice Provided

3.1.2.1 Notice was published for the November 15, 2022, hearing for the Riverton 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.

Newspaper	*Dates Published*
Kuna Melba News	October 26, 2022

3.1.2.2 Notice for the November 15, 2022, hearing containing the description of the proposed applications, was mailed on October 25, 2022, to all known and affected property owners within at least 300 feet of the boundaries of the area described in the application.

3.1.2.3 Notice for the November 15, 2022, hearing was posted on signs in accordance with Kuna City Code (KCC) 5-1A-8, on November 5, 2022. A Proof of Property Posting was provided to staff on November 7, 2022.

3.1.2.4 Notice for the November 15, 2022, hearing was posted on the City Website.

3.2 Findings Regarding Annexation and Preliminary Plat.

3.2.1 The land proposed for Annexation, and Subdivision, is on one (1) parcel *approximately* (approx.) 38 acres. The parcel information is listed below:

APN	Owner	Size	Zone
S1420325708	Kuna 38, LLC	38 ac.	RR (Rural Residential)

3.2.2 The proposal is for Annexation of approx. 38 acres, and Preliminary Plat, approx. 38 acres using the R-8 (High Density Residential), and C-1 (Neighborhood Commercial) zoning districts.

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

North	RR	Rural Residential – Ada County
South	RR	Rural Residential – Ada County
East	RR	Rural Residential – Ada County
West	RR AG	Rural Residential – Ada County Agricultural – City of Kuna

3.2.4 All technical requirements listed in Kuna City Code (KCC) 6-2-3 have been provided.

3.2.5 The Applicant has submitted a complete application, and following staff review for technical compliance, the application appears to be in general compliance with the design requirements, public improvement requirements, objectives and considerations listed in Kuna City Code Title 5 and Title 6, if the sewer infrastructure improvements recommended by the Public Works Department are completed.

3.2.6 The Applicant held a Neighborhood Meeting on July 13, 2021, and October 11, 2021. seven (7) residents attended the July meeting while one (1) attended the October meeting. Neighborhood Notices were mailed out to residents within 300-feet of the proposed project site on October 25, 2022, and a legal notice was published in the Kuna Melba Newspaper on October 26, 2022. The Applicant posted a sign on the property on November 5, 2022.

3.2.7 The Comp Plan has listed numerous goals for providing a variety of housing densities and types to accommodate various lifestyles, ages and economic groups in Kuna, as well as the installation of pathways and open space. The proposed zoning districts are C-2, and R-8; The Comp Plan Map designates the property as Mixed-Uses.

3.2.8 Review by Staff of the proposed Annexation and Preliminary Plat confirms all applicable technical requirements listed in KCC were provided.

3.2.9 According to Exhibit 2.21, Public Works staff conditionally supports the Riverton Subdivision development with Conditions of that support listed in Section five (5) of the Engineers Memo. To achieve support from Public Works, the Developer shall work with the Public Works Department to provide adequate pressure through necessary looping and/or a booster station near the project as discussed. According to Exhibit 2.22 in the ACHD report, there are no roadways, bridges or intersections in the general vicinity of the project that are in the Integrated Five-Year Work Plan (IFYWP) or ACHD's Capital Improvement Plan (CIP). The Applicant submitted a Traffic Impact Study (TIS) for ACHD's review and acceptance.

3.2.10 Correspondence from Public Works recommends the Applicant be required to conform to the Master Sewer Plan, Master Water Plan and Master Pressurized Irrigation Plan, therefore satisfying this requirement.

3.2.11 Throughout the development of the project and beyond, connection fees, impact fees (Fire, Police, Park and Ada County Highway District), and property taxes will be collected, therefore satisfying the financial capability to provide supporting services.

3.2.12 Connection to City services, as well as other public improvements such as streetlights, fire hydrants, sidewalks, etc. are required to be implemented as a part of this project. No major wildlife habitats will be impacted by the proposed development.

3.2.13 A six (6) foot vinyl fence is proposed around the perimeter of the subdivision where permitted. A Common lot(s) will be required along the northern property line that fronts a future segment of a Mid-Mile Collector known as Mason Creek Street to preserve adequate space for a 20-to-30-foot landscape buffer.

3.2.14 Pursuant to Idaho Code 67-8003, the Owner of private property that is subject of such action may submit a written request for a regulatory taking analysis with the City Clerk, not more that twenty-eight (28) days after the final decision concerning the matter at issue. The City shall prepare a written taking analysis concerning the action if requested.

3.3 Testimony of the City Planner

3.3.1 **Conclusions**: The Senior Planner, Troy Behunin, in a staff memo to the Council dated November 15, 2022, confirmed a review of the site plan and records on file at the City of Kuna has been completed with the following conclusions:

3.3.1.1 A Pre-Application Meeting was held between the Applicant and the City on July 15, 2021, Planning and Zoning, Public Works, and the Kuna School District were in attendance. The Applicant held a Neighborhood Meeting with residents within 300 ft of the proposed project area on July 13, and October 11, 2021. There were seven (7) residents in attendance for the July meeting

and one (1) for the October meeting. Neighborhood Meeting Minutes, as well as mailed materials have been provided as a part of this application.

3.3.1.2 Providence Properties LLC, requests approval to Annex approximately (approx.) 38 acres into the City of Kuna using two (2) zones; approx. 34 acres as R-8 High Density Residential (HDR), 4.5 acres as C-2 (Area Commercial (Comm.). The lands proposed for Annexation are currently in Ada County, zoned RR (Rural Residential) and are adjacent to Kuna City Limits with a touch in the northwest corner of the site.

3.3.1.3 The Applicant requests Preliminary Plat approval in order to subdivide the approximate 38 acres into 206 total lots (182 single family, 24 common, and four [4] commercial). The Applicant is proposing a mixture of residential and commercial zones to comply with the Mixed-Use designation on the FLUM. The overall gross density of the project is proposed to be 5.37 dwelling units per acre (DUA), overall net density for the residential portion is proposed at 7.14 DUA.

3.3.1.4 The Applicant's proposal to dedicate Rights-Of-Way (ROW) totaling 35-feet from centerline of Kuna Road does not meet the City's Circulation Plan minimum of 74' ROW. As an important East/West corridor for this part of Kuna, and with additional developments being contemplated in the area, the designation for this corridor likely will change from Minor to Major Arterial. As such, staff recommends additional ROW be dedicated as indicated on the Circulation Plan of the City to include enough land for a future 5-lane Arterial. The Applicant also proposes adding ROW for a total of 35-feet from centerline for Locust Grove Road. As an important North/South corridor for this part of Kuna, and with additional developments being proposed and others contemplated, the importance of this corridor likely will increase significantly. As such, staff recommends additional ROW be dedicated as indicated on the Circulation Plan of the City; staff recommends a minimum of 37 feet from centerline.

3.3.1.5 The Applicant proposes 4.04 acres, or 10.50% of the total project as qualified open space; this area does not include required landscape buffers. KCC 5-17-12-D requires that a minimum 8.50% of the developments gross land area shall be used for open space purposes and mutually exclusive of required residential buffers. Staff views the proposal to be compliant with 5-17-12-D. Staff recommends either a stub street or a pedestrian walkway be added to proposed Block 7 near lot 19/20, on the southwest side for connectivity to future project(s) which will likely include additional commercial to this corner. Staff also recommends a stub street be provided on the east side, in proposed Block 10, for vehicular connection with future development. Both recommendations were discussed at the Pre-application meeting.

3.3.1.6 According to Exhibit 2.20, Public Works staff conditionally supports the Riverton Subdivision development with conditions of that support listed in Section five (5) of the Engineers Memo. To achieve support from the Public Works office, the Developer shall work with the Public Works Department to provide adequate pressure through necessary looping and/or a booster station near the project as discussed. The Applicant should consult the Public Works

Department to discover if there are opportunities to team build any necessary infrastructure in order to service this subdivision. This area of Kuna involves other projects which will be subject to the same requirements, and staff encourages teaming with other developers to share the burden which will offset their service demands. The Developer is required to design the domestic water system according to the City Engineers requirements. Planning and Zoning staff agrees with Public Works recommendations.

3.3.1.7 The Applicant proposes a private driveway for a cluster of three (3) lots within the project, Staff recommends the Applicant be conditioned to work with the City Engineer for proper easement widths for the project as a whole, and in particular the clustered homes near the private driveway. Staff highlights if this project is approved, it is the responsibility of the Developer to ensure any anticipated residential or commercial buildings fit any given buildable lot.

3.3.1.8 The installation of streetlights is a required public improvement listed under KCC 6-4-2. The Applicant shall be required to work with staff in order to comply with KCC and install streetlights a maximum spacing of 250-feet.; the final location of streetlights will be approved at the time of construction document review. Staff notes that these streetlights must be designed and installed according to "Dark Sky" standards and are required to be LED lights.

3.3.1.9 The Developer, Owner and/or Applicant is hereby notified that this project is subject to Design Review inspection fees. Required inspections (post construction), are to verify landscaping compliance prior to requesting signature on the Final Plat.

3.3.1.10 The Applicant will be required to work with Kuna's staff, ACHD, the Kuna Rural Fire District (KRFD) and any other applicable agencies to ensure conformance to each agency's requirements.

3.3.2 **Conditions of Approval:** As a result of the review and Council's discussion at the Public Hearing, the City Council approves Case Nos. 22-16-AN (Annexation) and 22-11-S (Preliminary Plat), with the Applicant subject to the following Conditions of Approval:

3.3.2.1 The Developer/Owner/Applicant shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:

3.3.2.1.1 The City Engineer shall approve all sewer connections.

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

3.3.2.1.3 Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties".

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

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

3.3.2.1.6 Approval from Ada County Highway District (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 Connection to City Services (Sewer, Water, Pressurized Irrigation) is required. The Applicant shall conform to all corresponding City of Kuna Master Plans.

3.3.2.6 The Developer/Owner/Applicant shall be required to participate, as determined by the City Engineer, in the development of additional Lift Station capacity, and or Water Booster Station.

3.3.2.7 The Developer/Owner/Applicant shall not submit an application for Final Plat until the City's Public Works Director issues a Will-Serve Letter stating the City's appurtenance has capacity to service the proposed development with domestic water, and accept the wastewater discharged from the proposed development.

3.3.2.8 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.

3.3.2.9 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.

3.3.2.10 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.

3.3.2.11 It is the responsibility of the Developer or their engineer to coordinate *and* design for the stricter requirement between agencies and the City of Kuna standards for the entire development.

3.3.2.12 Developer/Owner/Applicant shall follow ACHD's site specific Conditions of Approval, unless the City of Kuna's standards are stricter.

3.3.2.13 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.

3.3.2.14 Developer/Owner/Applicant shall work with staff in order to provide final locations of streetlights as required by Kuna City Code. Streetlights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Sky practices.

3.3.2.15 Fencing within and around the site shall comply with Kuna City Code (unless specifically approved otherwise and permitted).

3.3.2.16 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 in public Rights-of-Way shall be with approval from ACHD.

3.3.2.17 Landscaping shall not be placed within ten (10) feet of any meter pits, pressurized irrigation valves and/or ACHD underground facilities and must honor all vision triangles.

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 The Developer/Owner/Applicant, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through Public Hearing processes.

3.3.2.21 Developer/Owner/Applicant shall not request Final Plat approval until the City's Public Works Director issues the Will-Serve Letter to the Applicant that the City appurtenance has capacity to accept the wastewater discharged from the proposed subdivision.

3.3.2.22 Developer/Owner/Applicant shall measure all front building setbacks from back of sidewalk on all internal local roads.

3.3.2.23 Developer/Owner/Applicant shall provide enough Rights-Of-Way for Arterials adjacent to each frontage and preserve adequate space for a 20-to-30-foot landscape buffer.

3.3.2.24 Applicant shall work with the City Engineer for proper easement widths for the project as a whole, and in particular the clustered product with private driveway proposed in the R-8 zone.

3.3.2.25 It is the responsibility of the Developer to ensure any anticipated residential or commercial buildings fit any given buildable lot.

3.3.2.26 It is the responsibility of the Developer to create and provide fully functional lots for any downstream users.

3.3.2.27 Developer/Owner/Applicant/Contractors are 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.

3.3.2.28 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.

3.3.2.29 Develop/Owner/Applicant is hereby notified that this project is subject to Design Review inspection fees. Required inspections (post construction), are to verify landscaping compliance prior to requesting signature on the final plat.

3.3.2.30 The Landscape Plan (dated 10.12.21) and Preliminary Plat (dated 10.12.21) will be considered binding site plans as amended and/or approved.

3.3.2.31 Downstream and upstream water users' rights shall not be impeded. At their expense, Developers/Owners/Applicants, are all responsible to maintain and honor all historic flows, rights, and access.

3.3.2.32 Equivalent Dwelling Units (EDU's) will be issued on a Phase-by-Phase basis (per Final Plat).

3.3.2.33 Developer/Owner/Applicant and all successors shall comply with all Local, State and Federal Laws.

3.4 Other Testimony

3.4.1 11/15/2022 Public Hearing – Patrick Connor, Providence Properties, LLC, 701 S Allen Street, Meridian, ID. 83642, agrees with Staff's Memo and passed out a five (5) page handout to Council and Audience. He shared a power point presentation of the project. He explained there has been good coordination with the neighbors and little negative feelings between the groups. They are willing to work with the neighbors and the City on stated issues/items, they want to be good neighbors. Mr. Conor presented a letter to their neighbor (Session) and how they are willing to add additional screening and a fence on a mound at the southside of Lots 1, 4-7, block 7.

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 §50-222, §67-65, and Kuna City Code 1-14-3.

V
CONCLUSIONS OF LAW
RE: APPLICATION FOR ANNEXATION

5.1 The City of Kuna has authority to Annex lands into its boundaries pursuant to I.C. §50-222.

5.2 I.C. § 50-222(1) provides that:

> [C]ities of the state should be able to annex lands which are reasonably necessary to assure the orderly development of Idaho's cities in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services, *to enable the orderly development of private lands* which benefit from the cost-effective availability of municipal services in urbanizing areas and to equitably allocated the costs of public services in management of development on the urban fringe.
> (emphasis added).

5.3 The proposed Annexation is a Category A Annexation as described in I.C. §50-222(3)(a), because the private landowners of the parcels at issue have consented to the proposed Annexation.

5.4 The Annexation, proposed by the application Case No. 21-16-AN, would constitute an orderly development and would not contribute to urban sprawl of the city.

VI
CONCLUSIONS OF LAW
RE: APPLICATION FOR PRELIMINARY PLAT

6.1 The City of Kuna has authority to approve Preliminary Plats within its boundaries pursuant to I.C. §50-13 & 67-65.

6.2 In 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 the City Council as the decision-making body.

6.3 Subdivision regulations as defined in KCC Title 6 are authorized by I.C. § 50-13 & § 67-65.

VII
ORDER OF APPROVAL OF APPLICATIONS FOR ANNEXATION, AND 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:

7.1 That the Annexation Application (21-16-AN) is hereby *Approved*.

7.2 That the Preliminary Plat Application (Case No. 21-11-S) is hereby *Approved*.

BY ACTION OF THE CITY COUNCIL of the City of Kuna at its regular meeting held on the 6th day of December 2022.

_____
Mayor, Joe Stear

BEFORE THE CITY COUNCIL OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATION OF	)	**Case No. 22-13-FP (FINAL PLAT)**
	)	
CONGER GROUP	)	
	)	
For the Malaspina Ranch Subdivision No. 2 Final Plat.	)	**STAFF MEMO FOR FINAL PLAT APPLICATION.**

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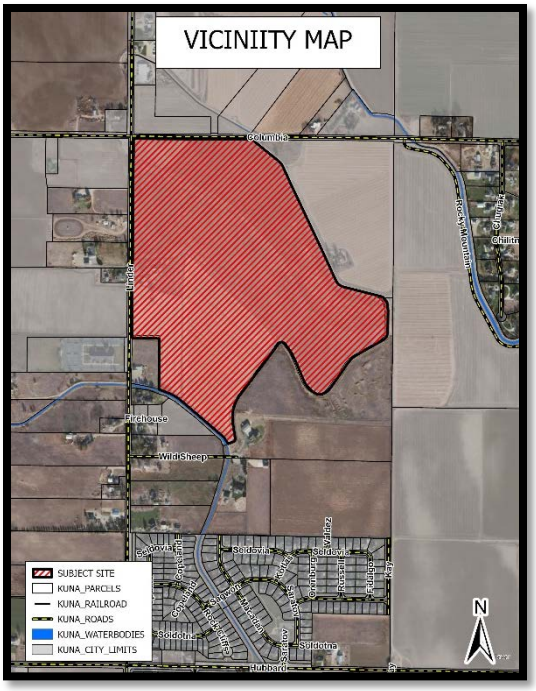
1. Exhibit List

2. General Project Facts

3. Staff Analysis

4. Applicable Standards

5. Conditions of Approval



I
EXHIBIT LIST

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

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1.1	Staff Memo			X
2.1	P&Z Application Coversheet			X
2.2	Final Plat Application			X
2.3	Final Plat			X
2.4	Original FCO's Approved 09.18.2007			X
2.5	Landscape Plan Approved 02.24.2022			X

2.6	Common Area Maintenance Agreement			X
2.7	Central District Health Department			X
2.8	City Engineer's Memo			X
2.9	Kuna Rural Fire District			X

II
GENERAL PROJECT FACTS

2.1 Conger Group requests Final Plat approval for Malaspina Ranch Subdivision No. 2, consisting of 37 total lots (33 residential, 4 common), with an R-4 (Medium Density Residential) zone. The subject site is located just east of the N Sunset Farm Avenue and W Pendulum Cove Drive intersection (APN: R3785270050; Section 14, Township 2 North, Range 1 West.

III
STAFF ANALYSIS

3.1 In accordance with Kuna City Code Title 6, Subdivision Regulations, the application seeks Final Plat approval for Malaspina Ranch Subdivision No. 2.

In Exhibit 2.7, the Central District Health Department (CDHD) states their approval of the Final Plat for central water and sewer facilities and has lifted the sanitary restrictions, with final approval being given on September 22, 2021.

The City Engineer has provided support of the Final Plat per Exhibit 2.8. The Malaspina Ranch Subdivision No. 2 Final Plat is agreement with City of Kuna Master Plans and has previously reserved capacity within the Danskin Lift Station.

The Kuna Rural Fire District (KRFD) has provided Conditional approval of the Final Plat, with final approval being subject to satisfactory field inspection. KRFD specifically states the service roadway connections at W Pendulum Cove Drive and N Sunset Farm Avenue which connect to Phase No. 1 of the project, remain unobstructed during construction of future dwellings; "No Parking Fire Lane" signs are required where streets are less than 32-feet in width. Requirements for fire hydrant locations and premises identification has also been provided.

Upon review, staff has determined the proposed Final Plat for Malaspina Ranch Subdivision No. 2 appears to be in substantial conformance with the previously approved Preliminary Plat (September 18, 2007).

IV
APPLICABLE STANDARDS

4.1 Kuna City Code Title 6, Subdivision Regulations

4.2 Kuna Comprehensive Plan and Future Land Use Map

4.3 Idaho Code Title 50, Chapter 13, Plats

V
CONDITIONS OF APPROVAL

5.1 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, per Kuna City Code 6-4-2.

5.2 Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required; Developer/Owner/Applicant shall not impede any water user's rights (upstream, downstream, etc.). At their expense, Developer/Owner/Applicant shall be responsible to maintain and honor all historic flows, rights, and access. Compliance with the requirements of the Boise Project Board of Control is required.

5.3 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).

5.4 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.

5.5 All required landscaping shall be permanently maintained in healthy growing condition. The property Owner shall remove and replace unhealthy or dead plant material within three (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 the approval from the public entities owning the property. Landscaping shall not be placed within 10-feet of any and all meter pits, pressurized irrigation valves, and/or ACHD underground facilities and must honor all vision triangles.

5.6 Developer/Owner/Applicant is hereby notified this project is subject to Design Review inspection fees (i.e., Landscape, Architecture); required post-construction inspections are to verify landscaping compliance prior to requesting signature on the Final Plat.

5.7 Developer/Owner/Applicant/Contractor/Builder shall measure all front building setbacks from back of sidewalk on all internal local roads, and shall ensure any buildings fit any given buildable lot(s). Developer/Owner/Applicant/Contractor/Builder shall not exceed the maximum lot coverage for each applicable zone, as listed in Kuna City Code 5-3-3.

5.8 Applicant shall correct any technical items and make any requested changes to bring the Final Plat into conformance, as recommended by Kuna Public Works Staff.

5.9 Verification that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties shall be made within the final inspection process. Final inspection shall verify that slopes are not steeper than 3:1 on lot interiors and not steeper than 4:1 on the exterior or lots.

5.10 Runoff from public right-of-way is regulated by the Ada County Highway District; satisfaction of this requirement shall be verified before final project acceptance.

5.11 Upon City Council's approval, no revisions shall be made to the Final Plat. If revisions are desired, the Applicant shall bring a copy of the changes to Planning and Zoning staff to determine if a new approval is required via the Public Hearing process.

5.12 Upon project completion, the Final Plat shall be compared with the record construction drawings; all lot line adjustments, easements and/or similar items must be recorded on the Final Plat such that an accurate and truthful document results.

5.13 Correct and verified as-built (record drawings) drawings shall be required before occupancy or Final Plat approval by City Engineer is granted. Applicant shall secure all signatures on the Final Plat Memorandum prior to requesting the City Engineer's signature on the Final Plat Mylar.

5.14 Developer/Owner/Applicant is hereby notified of Kuna's weed control policies and requirements (Kuna City Code 8-1-3). All weeds, grasses, vines or other growth which endanger property or weeds over 12-inches in height shall be continuously cut down, weeded out, sprayed, burned, removed or destroyed throughout all seasons, throughout the entire project timeline(s).

5.15 Developer/Owner/Applicant/Contractor/Builder are hereby notified of Kuna's working hours; it shall be unlawful for any person, or business to make, cause or allow noise by any means whatever that disturbs the peace and quiet of any inhabitant or place of residence between the hours of 11:00 PM to 7:00AM, per Kuna City Code 10-6-3 and 10-6-4.

DATED this 6th day of December, 2022.

KUNA
Planning & Zoning

Planning & Zoning Application Coversheet

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

****Office Use Only****

File No.(s): 22-13-FP

Project Name: Malaspina Ranch No. 2

Date Received: 10.04.2022; Remaining item 10.11.2022

Date Accepted as Complete: 11.16.2022

Type of review requested (check all that apply):

	Annexation		Appeal
	Comp. Plan Map Amendment		Combination Pre & Final Plat
	Design Review		Development Agreement
	Final Planned Unit Development	✓	Final Plat
	Lot Line Adjustment		Lot Split
	Ordinance Amendment		Planned Unit Development
	Preliminary Plat		Rezone
	Special Use Permit		Temporary Business
	Vacation		Variance

Owner of Record

Name: Challenger Development, Inc

Address: 4824 W Fairview Ave Boise, ID 83706

Phone: 208-336-5355 x6 Email: finance@congergroup.com

Applicant (Developer) Information

Name: Conger Group

Address: 4824 W Fairview Ave Boise, ID 83706

Phone: 208-336-5355 x6 Email: finance@congergroup.com

Engineer/Representative Information

Name: Bailey Engineering

Address: 4242 N Brookside Lane Boise, ID 83714

Phone: 208-938-0013 Email: kmiller@baileyengineering.com

Subject Property Information

Site Address: W Walker Ln

Nearest Major Cross Streets: Ten Mile

Parcel No.(s): R3785270050

Section, Township, Range: NW 1/4 of section 14, T2N R1W

Property Size: 11.27 Acres

Current Land Use: Agricultural Proposed Land Use: Subdivision / single family

Current Zoning: R-4 Proposed Zoning: R-4

Project Description

Project Name: Malaspina Ranch Subdivision No2

General Description of Project: Phase 2 of single-family homes

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

Type(s) of amenities provided with development: Concrete walking paths, playground/play structure, benches, firepit area with sandstone benches and pavers, large grass open play area.

Residential Project Summary (If Applicable)

Are there existing buildings? YES (NO)

If YES, please describe: N/A

Will any existing buildings remain? YES (NO)

No. of Residential Units: 33 No. of Building Lots: 33

No. of Common Lots: 4 No. of Other Lots: N/A

Type of dwelling(s) proposed (check all that apply):
■ Single-Family ☐ Townhomes ☐ Duplexes ☐ Multi-Family
☐ Other:

Minimum square footage of structure(s): >1,000 Sq. Ft.

Gross Density (Dwelling Units ÷ Total Acreage): 2.93

Net Density (Dwelling Units ÷ Total Acreage not including Roads): 3.53 units/acre

Percentage of Open Space provided: 13.49% Acreage of Open Space: 1.52 acres

Type of Open Space provided (i.e. public, common, landscaping): Common open space, pathways + landscape buffers

Non-Residential Project Summary (If Applicable)

N/A

Number of building lots: _____ Other lots: _____

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

Building height: _____ Hours of Operation: _____

Total No. of Employees: _____ Max No. of Employees at one time: _____

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

Proposed Parking

ADA accessible spaces: _____ Dimensions: _____

Regular parking spaces: _____ Dimensions: _____

Width of driveway aisle: _____

Proposed lighting: _____

Is lighting "Dark Sky" compliant? YES NO

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

Applicant Signature: _____ Date: _____

By signing, you are confirming you have provided all required items listed on this application.

Upon completion of this form, please email to pzapplications@kunaid.gov. A link will be provided for application attachments to be uploaded to the cloud.

KUNA
Planning & Zoning

Final Plat Application

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

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

****Office Use Only****

Case No(s).: 22-13-FP

Project Name: Malaspina Ranch No. 2

Date Received: 10.04.2022; Remaining items 10.11.2022

Date Accepted as Complete: 11.16.2022

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

- Complete Planning & Zoning Application Coversheet.
- ✓ All pages of the proposed Final Plat.
- ✓ Landscape, Lighting & Sidewalk Plans from the Construction Plan set.
- ✓ Approved & signed Findings of Fact and Conclusions of Law for Preliminary Plat.
- N/A Such other information as deemed necessary to establish whether or not all proper parties have signed and/or approved Final Plat.
- Statement of Conformance with the following: Preliminary Plat meets all requirements or conditions; and Preliminary Plat meets acceptable engineering practices and local standards.
- ✓ Any proposed restrictive covenants and/or deed restrictions, and Homeowners Association documents.

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

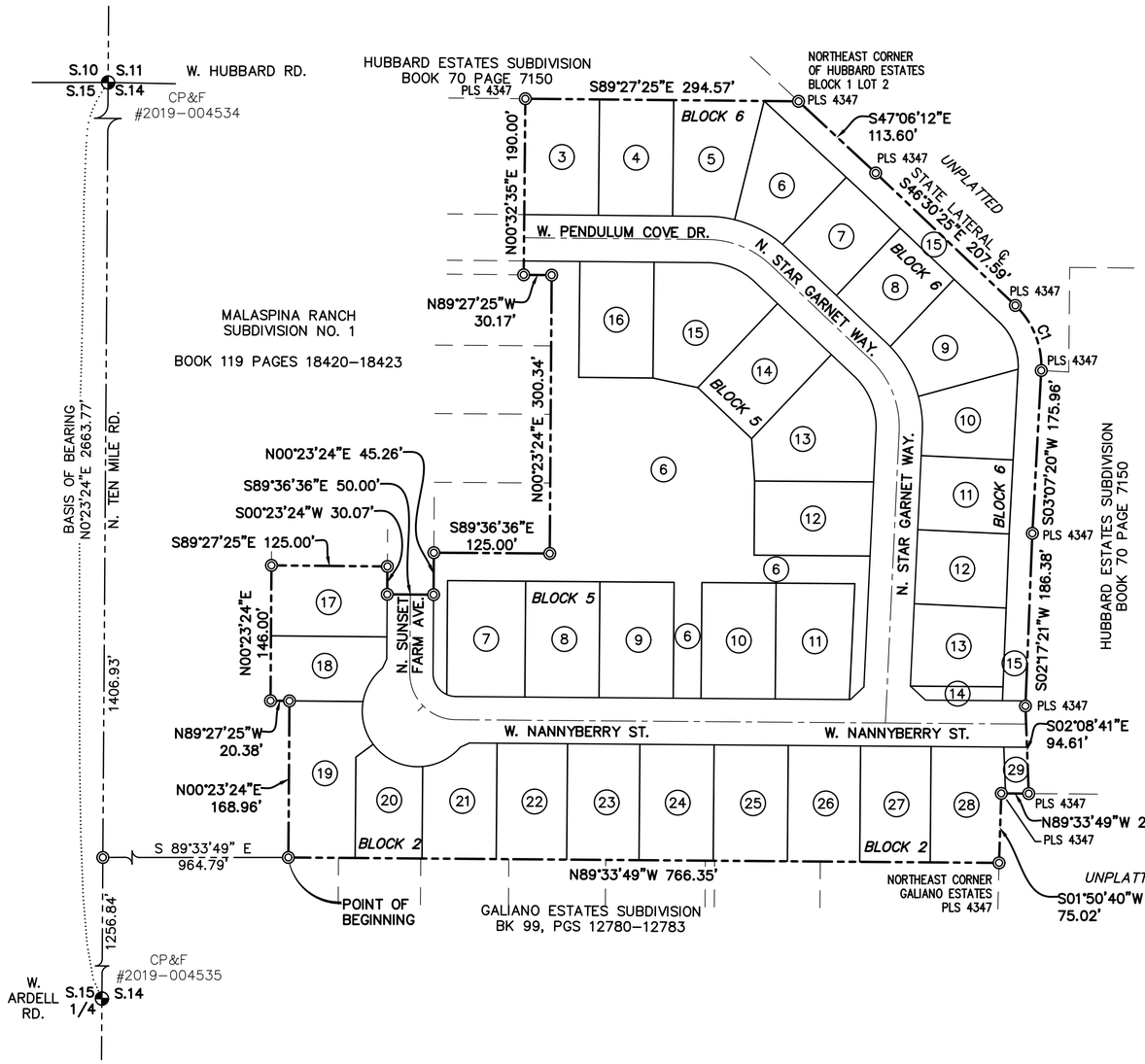
This application shall not be considered complete (nor will it be added to a City Council agenda) until Staff has received all required information. Once the application is deemed complete, Staff will notify the Applicant of the scheduled date, fees due, and any additional items via a Letter of Completeness.

Information to Note:
The date of application acceptance shall be the date the applicant submits the final required information to the Planning & Zoning Department, including the application fee *(KCC 5-1A-2C)*.

Complete applications shall be reviewed within sixty (60) days of date of acceptance *(KCC 5-1A-5A)*.

Applicant Signature: Camie Laney Date: 10-3-22

By signing, you are confirming you have provided all required items listed on this application.



PLAT SHOWING
MALASPINA RANCH SUBDIVISION NO. 2
LOCATED IN A PORTION OF LOT 2, BLOCK 1 OF HUBBARD ESTATES SUBDIVISION AND A PORTION OF THE NW 1/4 OF SECTION 14, T.2N., R.1W., B.M., KUNA, ADA COUNTY, IDAHO
2022

NOTES:

1. Lot lines common to a public right-of-way line have a ten (10) foot wide permanent public utilities, water, sewer, drainage & pressure irrigation easement unless otherwise shown. All rear lot lines have a ten (10) foot wide permanent drainage and irrigation easement as shown.
2. Each side of interior lot lines have a five (5) foot wide public utilites, drainage, and pressure irrigation easement as shown. Where a City of Kuna Pressure Irrigation main is constructed, said side lot line easements are ten (10) feet wide as shown.
3. This subdivision is subject to a City of Kuna Development Agreement Recorded as Instrument No. 107150317 records of Ada County, Idaho. Any re-subdivision of this Plat shall comply with the applicable zoning regulations in effect at the time of re-subdivision and may require amendment of the Development Agreement.
4. Lots 29, Block 2, Lot 6, Block 5, Lots 14 and 15, Block 6 are designated as common area lots to be owned and maintained by the Malaspina Ranch Subdivision Homeowner's Association. The Homeowners' Association (HOA), its ownership and maintenance commitments cannot be dissolved without the express written consent of the city of Kuna, Idaho. All improved individual lots are subject to the fractional share of the irrigation assessment for each HOA common lot(s) that receive(s) municipal irrigation. If the assessment is not paid by the HOA, the individual improved lots are subject to a lien for non-payment. All common lots contain a blanket utility and City of Kuna water, sewer and Pressure Irrigation Easement.
5. A portion of Lot 6 Block 5 is servient to and contain the ACHD Storm Water Drainage System. These lots are encumbered by the First Amended Master Perpetual Storm Water Drainage Easement recorded on November 10, 2015 as Instrument No. 2015-103256, Official Records of Ada County, and incorporated herein by this reference as if set forth in full (the "Master Easement"). The Master Easement and the Storm Drainage System are dedicated to the ACHD pursuant to Section 40-2302 Idaho Code. The Master Easement is for the Operation and Maintenance of the Storm Water Drainage System.
6. Irrigation water will be provided by Kuna Municipal Irrigation System in compliance with Idaho Code Section 31-3805(1)(b). All lots within this subdivision will be entitled to irrigation rights from the Boise-Kuna Irrigation District and will be obligated for assessments from City of Kuna. The City of Kuna will own, operate and maintain the municipal irrigation system. Subject to City of Kuna Ordinances 2020-22 & 2020-23, annexing Malaspina Ranch Subdivision No. 1 and No. 2 into the Kuna Municipal Irrigation District and pooling the appurtenant water rights thereof, recorded as Inst. Nos. 2020-086962 & 2022-065375.
7. Minimum building setbacks shall be in accordance with the City of Kuna applicable zoning and subdivision regulations at the time of issuance of individual building permits or as specifically approved and/or required.
8. This development recognizes Idaho Code Section 22-4503, right to farm act, which states: "No agricultural facility or an expansion thereof shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after it has been in operation for more than one (1) year, when the operation, facility or expansion was not a nuisance at the time it began or was constructed. The provisions of this section shall not apply when a nuisance results from the improper or negligent operation of an agricultural operation, agricultural facility or expansion thereof."
9. Lot 15, Block 6 and Lot 29, Block 2 are covered by a blanket easement for the State Lateral.
10. This subdivision does not fall within any FEMA flood hazard zone. Reference FIRM Panel 16001C0250J, revised October 2, 2003.
11. This subdivision is subject to the CC&R's recorded as Inst. No. 2020168810, and as may be amended.
12. Portions of Lots 28 and 29, Block 2, and Lots 13, 14 and 15, Block 6, are subject to a permanent easement to ACHD as shown in Inst. No. 2021-150782 and the ACHD bridge maintenance easement as shown in Inst. No. 2021-150789
13. ACHD License Agreement – See Inst. No. 2021-165909.

LEGEND

- SUBDIVISION BOUNDARY
- SECTION LINE
- STREET CENTERLINE
- LOT LINE
- EXISTING PARCEL LINE
- (6) LOT NUMBER
- FOUND BRASS CAP MONUMENT
- FOUND 5/8" IRON PIN, PLS 11118 OR AS NOTED
- SET 5/8" x 24" IRON PIN WITH PLASTIC CAP, PLS 11118

Curve Table					
Curve #	Radius	Length	Chord	Bearing	Delta
C1	90.00'	77.96'	75.54'	S21°41'32"E	49°37'45"
C2	65.00'	56.30'	54.56'	N21°41'32"W	49°37'45"
C3	125.00'	29.21'	29.14'	N82°45'45"W	13°23'21"
C4	125.00'	58.66'	58.13'	N62°37'23"W	26°53'22"
C5	125.00'	5.83'	5.83'	N47°50'33"W	2°40'17"
C6	125.00'	93.70'	91.52'	N67°58'55"W	42°57'00"
C7	100.00'	74.96'	73.22'	N67°58'55"W	42°57'00"
C8	75.00'	56.22'	54.91'	N67°58'55"W	42°57'00"
C9	125.00'	5.83'	5.83'	N45°10'16"W	2°40'17"
C10	125.00'	62.40'	61.75'	N29°32'07"W	28°36'01"
C11	125.00'	39.11'	38.95'	N06°16'16"W	17°55'41"
C12	125.00'	107.34'	104.07'	N21°54'25"W	49°11'59"
C13	100.00'	85.87'	83.26'	N21°54'25"W	49°11'59"

Curve Table					
Curve #	Radius	Length	Chord	Bearing	Delta
C14	75.00'	64.40'	62.44'	N21°54'25"W	49°11'59"
C15	25.00'	28.98'	27.39'	S32°49'15"E	66°25'19"
C16	25.00'	10.27'	10.20'	S77°47'52"E	23°31'54"
C17	25.00'	39.25'	35.34'	S44°35'12"E	89°57'13"
C18	50.00'	78.50'	70.68'	S44°35'12"E	89°57'13"
C19	50.00'	39.25'	38.25'	S22°05'54"E	44°58'36"
C20	50.00'	39.25'	38.25'	S67°04'31"E	44°58'36"
C21	60.00'	42.37'	41.50'	S30°06'37"W	40°27'42"
C22	60.00'	48.65'	47.33'	S13°21'06"E	46°27'43"
C23	60.00'	61.14'	58.53'	S65°46'37"E	58°23'19"
C24	60.00'	46.65'	45.48'	N62°45'25"E	44°32'36"
C25	60.00'	198.82'	119.56'	S44°35'12"E	189°51'21"

Line Table		
Line #	Direction	Length
L1	S45°24'48"W	8.00'
L2	N46°33'53"E	19.93'
L3	N47°16'23"W	22.29'
L4	S25°21'56"W	10.98'
L5	N65°27'39"E	10.98'

SURVEYORS NARRATIVE:

THE BOUNDARY FOR THIS SUBDIVISION WAS DEVELOPED FROM SURVEYED TIES TO CONTROLLING SECTION CORNER MONUMENTATION, THE PLATTED SUBDIVISION BOUNDARIES OF MALASPINA RANCH SUBDIVISION NO. 1, HUBBARD ESTATES SUBDIVISION, GALIANO ESTATES SUBDIVISION, INFORMATION FROM RECORD OF SURVEY NUMBERS 2537, 2581, 2824, 3154, 8189, AND 9865, AND CURRENT DEEDS OF RECORD. THE SURVEYED MONUMENTATION AND CONTROLLING BOUNDARIES FIT THE RECORDS WELL AND WERE ACCEPTED TO ESTABLISH THE BOUNDARY FOR THIS SUBDIVISION SHOWN HEREON.

100 0 50 100 200
SCALE IN FEET
1" = 100'

PROFESSIONAL LAND SURVEYOR REGISTERED STATE OF IDAHO CLINTON W. HANSEN 11118 09/07/22

CLINTON W. HANSEN, PLS
LAND SOLUTIONS, LAND SURVEYING & CONSULTING, PC
231 E. 5TH ST., SUITE A
MERIDIAN, ID 83642

BOOK PAGE **SHEET 1 OF 4**

Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
1119 E. STATE ST., SUITE 210
EAGLE, ID 83616
TEL 208-938-0013
www.baileyengineers.com

MALASPINA RANCH SUBDIVISION NO. 2

DETAIL A
N.T.S.

DETAIL B
N.T.S.

DETAIL C
N.T.S.

MALASPINA RANCH
SUBDIVISION NO. 1

BOOK 119 PAGES 18420–18423

W. PENDULUM COVE DR.

N. STAR GARNET WAY

N. SUNSET FARM AVE.

W. NANNYBERRY ST.

BLOCK 2

BLOCK 5

BLOCK 6

25' STATE LATERAL EASEMENT AS PER HUBBARD ESTATES SUBDIVISION PLAT

25' STATE LATERAL EASEMENT

ACHD EASEMENT SEE NOTE 12

SCALE IN FEET
1" = 50'

50 0 25 50 100

LEGEND

- SUBDIVISION BOUNDARY
- SECTION LINE
- EASEMENT LINE (SEE NOTES 1 & 2)
- EASEMENT LINE (EXISTING, AS NOTED)
- STREET CENTERLINE
- LOT LINE
- EXISTING PARCEL LINE
- RADIUS
- 6 LOT NUMBER
- FOUND 1/2" x 24" IRON PIN WITH PLASTIC CAP, PLS 11118
- SET 1/2" x 24" IRON PIN WITH PLASTIC CAP, PLS 11118
- FOUND BRASS CAP MONUMENT
- FOUND 5/8" IRON PIN, PLS 11118 OR AS NOTED
- SET 5/8" x 24" IRON PIN WITH PLASTIC CAP, PLS 11118
- ACHD STORM DRAIN EASEMENT – SEE NOTE 5

NOTE REFER TO:
SHEET 1 OF 4 FOR NOTES
SHEET 1 OF 4 FOR LINE AND CURVE TABLES

PROFESSIONAL LAND SURVEYOR REGISTERED 11118 STATE OF IDAHO 09/07/22 CLINTON W. HANSEN

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BOOK PAGE

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MALASPINA RANCH SUBDIVISION NO. 2

CERTIFICATE OF OWNERS

Known all men by these presents: That Challenger Development, Inc., an Idaho Corporation is the owner of the property described as follows:

A parcel being a portion of Lot 2, Block 1 of Hubbard Estates Subdivision as shown in Book 70 of Plats on Page 7150, records of Ada County, Idaho, and a portion of the NW ¼ of Section 14, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, more particularly described as follows:

Commencing at an Aluminum Cap monument marking the southwest corner of said NW ¼, from which a Brass Cap monument marking the northwest corner of said NW ¼ bears N 0°23'24" E a distance of 2663.77 feet;
Thence N 0°23'24" E along the westerly boundary of said NW ¼ a distance of 1256.84 feet to a 5/8 inch diameter rebar marking the southwesterly corner of Malaspina Ranch Subdivision No. 1 as shown in Book 119 of Plats on Pages 18420 through 18423, records of Ada County, Idaho;
Thence along the southerly boundary of said Malaspina Ranch Subdivision No. 1, also being the northerly boundary of Galiano Estates Subdivision, as shown in Book 99 of Plats on Pages 12780 through 12783, S 89°33'49" E a distance of 964.79 feet to a 5/8 inch diameter rebar marking the southeasterly corner of said Malaspina Ranch Subdivision No. 1 and the **POINT OF BEGINNING;**
Thence along the easterly boundary of said Malaspina Ranch Subdivision No. 1 the following courses and distances:

- Thence N 0°23'24" E a distance of 168.96 feet to a 5/8 inch diameter rebar;
- Thence N 89°27'25" W a distance of 20.38 feet to a 5/8 inch diameter rebar;
- Thence N 0°23'24" E a distance of 146.00 feet to a 5/8 inch diameter rebar;
- Thence S 89°27'25" E a distance of 125.00 feet to a 5/8 inch diameter rebar;
- Thence S 0°23'24" W a distance of 30.07 feet to a 5/8 inch diameter rebar;
- Thence S 89°36'36" E a distance of 50.00 feet to a 5/8 inch diameter rebar;
- Thence N 0°23'24" E a distance of 45.26 feet to a 5/8 inch diameter rebar;
- Thence S 89°36'36" E a distance of 125.00 feet to a 5/8 inch diameter rebar;
- Thence N 0°23'24" E a distance of 300.34 feet to a 5/8 inch diameter rebar;
- Thence N 89°27'25" W a distance of 30.17 feet to a 5/8 inch diameter rebar;
- Thence N 0°32'35" E a distance of 190.00 feet to a 5/8 inch diameter rebar on the northerly boundary of said Lot 2, Block 1 of Hubbard Estates Subdivision;

Thence leaving said easterly subdivision boundary and along the northerly and easterly boundary of said Lot 2 the following courses and distance:

- Thence S 89°27'25" E (formerly S 89°50'32" E) a distance of 294.57 feet to a 5/8 inch diameter rebar;
- Thence S 47°06'12" E (formerly S 47°29'19" E) a distance of 113.60 feet to a 5/8 inch diameter rebar;
- Thence S 46°30'25" E (formerly S 46°53'32" E) a distance of 207.59 feet to a 5/8 inch diameter rebar marking a point of curvature;
- Thence a distance of 77.96 feet along the arc of a 90.00 foot radius curve right, said curve having a central angle of 49°37'45" and a long chord bearing S 21°41'32" E (formerly S 22°04'40" E) a distance of 75.54 feet to a 5/8 inch diameter rebar marking a point of tangency;
- Thence S 3°07'20" W (formerly S 2°44'13" W) a distance of 175.96 feet to a 5/8 inch diameter rebar;
- Thence S 2°17'21" W (formerly S 1°54'14" W) a distance of 186.38 feet to a 5/8 inch diameter rebar;
- Thence S 2°08'41" E (formerly S 2°31'48" E) a distance of 94.61 feet to a 5/8 inch diameter rebar marking the southeasterly corner of said Lot 2;

Thence along the southerly boundary of said Lot 2 N 89°33'49" W (formerly N 89°56'56" W) a distance of 29.59 feet to a 5/8 inch diameter rebar;
Thence S 1°50'40" W a distance of 75.02 feet to a 5/8 inch diameter rebar marking the northeasterly corner of said Galiano Estates Subdivision;
Thence along said northerly boundary N 89°33'49" W (formerly N 89°57'09" W) a distance of 766.35 feet to the **POINT OF BEGINNING.**

This parcel contains 11.27 acres, more or less.

It is the intention of the undersigned to hereby include the above described property in this plat and to dedicate to the public, the public streets as shown on this plat. The easements as shown on this plat are not dedicated to the public. However, the right to use said easements is hereby perpetually reserved for public utilities and such other uses as designated within this plat, and no permanent structures are to be erected within the lines of said easements. All lots in this plat will be eligible to receive water service from an existing City of Kuna main line located adjacent to the subject subdivision and the City of Kuna has agreed in writing to serve all the lots in this subdivision.

Challenger Development, Inc., an Idaho Corporation

Corey D. Barton, President

CERTIFICATE OF SURVEYOR

I, Clinton W. Hansen, do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this plat as described in the "Certificate of Owners" was drawn from an actual survey made on the ground under my direct supervision and accurately represents the points platted thereon, and is in conformity with the State of Idaho Code relating to plats and surveys.

PROFESSIONAL LAND SURVEYOR REGISTERED 11118 STATE OF IDAHO CLINTON W. HANSEN 09/10/21

CLINTON W. HANSEN — P.L.S. No. 11118

ACKNOWLEDGMENT

State of Idaho)
) s.s.
County of Ada)

On this 9th day of September, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Corey D. Barton, known or identified to me to be the President of Challenger Development, Inc, an Idaho Corporation, the Corporation that executed the instrument or the person who executed the instrument on behalf of said Corporation and acknowledged to me that such Corporation executed the same.

In witness whereof, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

6-05-22
My commission expires

ADAIR KOLTES NOTARY PUBLIC MY COMMISSION EXPIRES 6-5-2022 STATE OF IDAHO COMMISSION NUMBER 30052

Notary Public for Idaho
Residing in Nampa, Idaho

Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
1119 E. STATE STREET, SUITE 210
EAGLE, IDAHO 83616
TEL 208-938-0013
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MALASPINA RANCH SUBDIVISION NO. 2

HEALTH CERTIFICATE

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

CENTRAL DISTRICT HEALTH ★ ADA COUNTY ★

Lori Bradley REHS 9.22.2021
CENTRAL DISTRICT HEALTH, EHS Date

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the 8 day of DEC, 2021.

ADA COUNTY HIGHWAY DISTRICT SEAL

President ACHD
Signed by Bruce S. Wong, Director
for President

CERTIFICATE OF COUNTY SURVEYOR

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

County Surveyor

CERTIFICATE OF COUNTY TREASURER

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

Date

County Treasurer

APPROVAL OF CITY ENGINEER

The undersigned, City Engineer in and for the City of Kuna, Ada County, Idaho, hereby approve this plat.

City Engineer Date

APPROVAL OF CITY COUNCIL

I, the undersigned, City Clerk in and for the City of Kuna, Ada County, Idaho do hereby certify that at a regular meeting of the City Council held on the ____ day of _____, 20_____, this plat was duly accepted and approved.

City Clerk, Kuna, Idaho

COUNTY RECORDER'S CERTIFICATE

State of Idaho)
) s.s.
County of Ada)

I hereby certify that this instrument was filed for record at the request of _____ at _____ Minutes past _____ O'clock _____ .M. on this _____ day of _____, 20____, in Book _____ of plats at Pages_____.

Instrument No. _____ Fee _____

Deputy

Ex-Officio Recorder

PROFESSIONAL LAND SURVEYOR REGISTERED 11118 09/02/21 STATE OF IDAHO CLINTON W. HANSEN

Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
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City of Kuna
P.O. Box 13
Kuna, ID 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.cityofkuna.com

To: **City Council Findings of Facts, & Conclusions of Law**

File Numbers: **Malaspina Ranch Subdivision /** 07-09-ZC (Rezone) / 07-13-S (Preliminary Plat) / 07-11-DA (Development Agreement**)**

Site location: **2802 N Ten Mile / Hubbard and Ten Mile Road**

Planner: **Maranda C. Schindel**

Hearing date: September 18th, 2007

Applicant: Ted Mason w/ Signature Homes
1883 Wildwood Ave.
Boise, ID 83704

Owner: Idaho Livestock Company, LLC
2802 N Ten Mile Road
Kuna, ID 83616

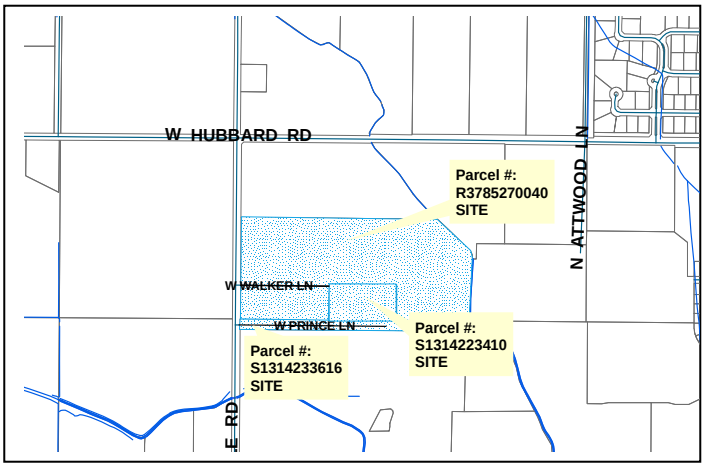
Representative: Kent Brown w/ Bailey Engineers
1472 E Iron Eagle Dr
Eagle, ID 83616

Application Information:

Current Zone:	A (Agricultural in Kuna City)
Proposed Zone:	R-4
Total Acres:	Approximately 34.84 acres
Buildable lots:	90
Average lot size:	10,282.5 square feet – with existing home to remain 9,443.56 square feet – without existing home to remain
Common lots:	16 lots
Common Area:	4.29-acres (13.4%)
Proposed Density:	2.85 dwelling units per acre

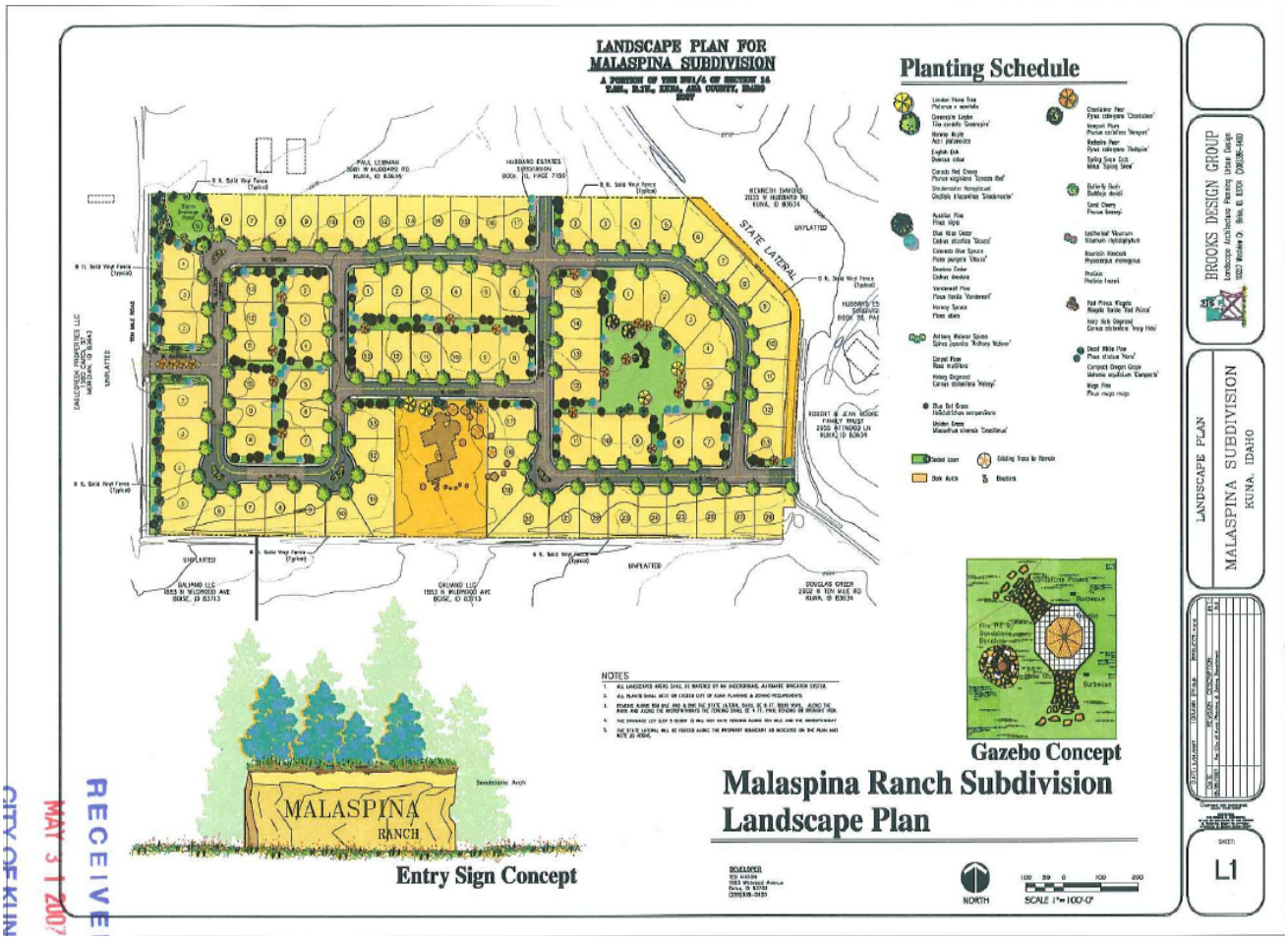
Staff Report Table of Contents:

Section	Subject
A	Existing Site Conditions
B	Procedural Items
C. 1-13	City Code, Comprehensive Plan, Findings for Consideration
C. 14	Staff Recommendation
D	Exhibits
E	Staff Site Specific Conditions of Approval
F	Conclusions of Law
G	Commissioners Decision
H	Council Decision
I	Standard Conditions of Approval



Project Summary:
The Applicant is requesting a preliminary plat and rezone with a development agreement; for an R-4, with 90 single family lots, one with an existing home which is to remain on the 1.9 acres located on the southern boundary of the proposed site. The property was recently annexed into the City with an Agricultural zone and is a participant of the Local Improvement District for the new wastewater treatment plant. Edward Mason will be working with the City to bring sewer, water, and pressurized irrigation to Galiano Estates.

Proposed Preliminary Plat / Landscape Plan



A. Existing Site Conditions

1. Surrounding land use and zoning:

North	RR (Ada County)	Rural Residential
South	RR R-4 (Kuna City)	Rural Residential Low Density Residential
East	RR (Ada County)	Rural Residential
West	A (Kuna City)	Agricultural

2. Parcel numbers / Location:

S1314223410 / 2802 N Ten Mile Road
R3785270040 / N Ten Mile Road
S1314233616 / N Ten Mile Road

3. Comprehensive Future Land Use Map:
A majority of the site is identified as Medium Development Density (4-6 units/acre) and the northwestern portion of the site is identified as Light Commercial on the Comprehensive Future Land Use Map.

4. Property size:
Approximately 34.84-acres

5. Existing structures:
There are currently 4 buildings residing in the Parcel # S1314223410; a home and three misc. buildings. In which the home proposes to become a lot within the development, leaving the remaining three to be demolished. There is also a paved road, W. Walker Lane, that will be abandoned and demolished.

6. Existing Vegetation & Natural Features:
The existing vegetation consists of natural soil, grass, trees and shrubs. There is also a State Lateral located along the Eastern boundary of the site.

B. Procedural Items:

Prior to submittal the applicant held the required Neighborhood Meeting on May 29, 2007, at 6:00 p.m. The certification indicates that one (1) person attended the meeting held at the Kuna Library.

Received Application	Accepted Application	Gov't Agency Notification	Property owners 300-ft. notification	Legal Hearing publication	Posted public hearing sign
05-23-07	06-11-07	06-11-07	07-11-07	08-14-07	07-21-07

P&Z Recommend Approval	P&Z Signed F&F, CL	Send City Council Packets	Property Owners 300-Ft. notification	Legal Hearing Publication	Posted Public Hearing sign
08-14-07	08-28-07	09-12-07	08-29-07	09-18-07	09-07-07

C. Staff Analysis/Findings for Consideration:

Rezone – Kuna City Code

1. Transmittal to Commission and Council (KCC 5-13-4 through 5-13-6)

5-13-4 - Zoning districts shall be amended in the following manner:

A. Requests for an amendment to this zoning title shall be submitted to the planning and zoning commission which shall evaluate the request to determine the extent and nature of the amendment request.

B. If the request is in accordance with the adopted comprehensive plan, the commission may recommend and the council may adopt or reject the ordinance amendment under the notice and hearing procedures provided in section 5-6-6 of this title.

C. If the request is not in accordance with the adopted comprehensive plan, the request shall be submitted to the planning and zoning commission or, in its absence, the council, which shall recommend and the council may adopt or reject an amendment to the comprehensive plan under the notice and hearing procedures provided in section 67-6509, Idaho Code. After the comprehensive plan has been amended, the zoning regulations may then be amended as hereinafter provided for.

5-13-5 – Public Hearing, Commission: The planning and zoning commission shall hold a public hearing on the proposed amendment, give public notice in a newspaper and give written notice to all parties as required for special use permits.

5-13-6 - Recommendation by Commission: Within sixty (60) days from the receipt of the proposed amendment, the planning and zoning commission shall transmit its recommendation to the council. Said commission may recommend that the amendment be granted as requested, or it may recommend that the amendment be denied. The commission shall ensure that any favorable recommendations for amendments are in accordance with the comprehensive plan and established goals and objectives.

5-13-7 – Action By Council: The Council, at its next regular meeting following the receipt of the Planning and Zoning Commission's report, shall consider the recommendation of said Commission. The Council shall accept the recommendation of the Commission's report unless rejected by a vote of one-half (1/2) plus one of the Council members.

Upon grating or denying an application, the Council shall specify:

a) The ordinance and standards used in evaluating the application;
b) The reasons for approval or denial; and
c) The actions, if any, that the Applicant could take to obtain a permit.

In the event that the Council shall approve an amendment, such amendment shall thereafter be made a part of this preparation and passage of an ordinance. The third and final reading of the ordinance shall be at the public hearing of the Council. (Ord. 230, 12-7-1977)

Staff Comments:

- The Commission/Council shall evaluate the rezone from "A" to "R-4" request to determine the extent and nature of the amendment request. The nature of the proposed R-4 zone request is to facilitate a zone that will accommodate a low density, single-family residential subdivision.

- The rezone request is in accordance with the adopted comprehensive plan.

- A comprehensive plan amendment request is not necessary due to the fact that the applicant is requesting zoning designations that comply with the adopted comprehensive plan.

- Public notice and procedural items have been completed as required by Kuna City Code.

- The Planning and Zoning Commission shall make a recommendation to Kuna City Council with a decision regarding the rezone request as required by Kuna City Code.

Development Agreement

2. Development Agreement Purpose (KCC 5-14-1)

Development agreements are a discretionary tool to be used by the council as a condition of rezoning.

Staff Comment:

- The property was recently annexed into the city with an agricultural zone to participate in the Local Improvement District for the new wastewater treatment plant. The annexation included an addendum which requires the applicant to apply for rezone and development agreement upon request for development.

Proposed Development Agreement:

The proposed Development Agreement includes the following details:

- 3.1: The sole uses(s) allowed and restrictions pursuant to this conditional rezone as reflected in this Agreement are as follows:

- 3.1.1: R-4 zone shall contain single family residential use.

- 3.1.2: Developer shall develop the property subject to the conditions and limitations set forth in the Agreement.

- 3.1.3: Developer agrees to plat no more than 90 R-4 buildable lots on the 31.92 acres of the property located east of Ten Mile Road, between Hubbard Road and Prince Lane.

- 3.1.4: Developer agrees to construct homes on the property from 1,600 square feet or larger.

- 3.1.5: Developer agrees to provide 4.29 acres of common area and park and pathways.
    - 3.1.5.1: Gazebo and picnic area In the 1.52 acre park.
    - 3.1.5.2: Approximately 1,600 ft o f interconnection micro pathways 5' wide paved asphalt surface and landscaping throughout the Malaspina ranch Neighborhood.
    - 3.1.5.3: Perimeter landscape lots shall be maintained by the homeowners' association 30 feet wide adjacent to Ten Mile Road with a eight foot sidewalk
- 3.2: No changes without approval: No change in the uses or restrictions specified in this Agreement pursuant to the requirements of the Kuna City Code. In the event Developer changes or expands the use permitted by this Agreement or fails to comply with the restrictions without formal modification of this Agreement as allowed by the Kuna City Code, Developer shall be in default of the Agreement.

- 3.3: The development shall be constructed as shown on the plan attached hereto and incorporated herein as Exhibit "B". Failure to construct the development consistent with this Agreement and the plan and conditions included as exhibits without formal modification of the plan consistent with Kuna city Code, including the amendment of this Agreement, shall result in a default of this Agreement by the Developer.

- 3.4: Conditions, Bonding for Completion: All of the conditions set forth herein shall be complied with or shall be bonded for completion of them within the time frame established in the subdivision plat approval conditions, the Kuna City Code or the terms of this Agreement shall result in a default of this Agreement by the Developer. The Developer shall be allowed to post bond in lieu of the completion of certain required improvements, at one hundred ten percent (110%) of the estimated cost of completion, pursuant to the provisions of Kuna City Code.

- 3.5: **Commencement of Construction:** The Developer shall commence construction of subdivision improvements within 365 days of the completion of the new wastewater treatment plant currently under design. It is anticipated that the new treatment plant will be operational sometime the first part of 2009. In the event the Developer fails to commence construction within the time periods herein stated, the Developer shall be in default of this Agreement.

Staff Comment:

- Prior to final approval by the Planning and Zoning Department, the Development Agreement shall be amended to reflect the conditions of approval imposed by the Commission and City Council.

Subdivision

3. Commission's Findings, KCC 6-2-3-F:

In determining the acceptance of a proposed subdivision, the commission shall consider the objectives of this title and at least the following:

a. The conformance of the subdivision with the comprehensive development plan;
b. The availability of public services to accommodate the proposed development;
c. The continuity of the proposed development with the capital improvement program;
d. The public financial capability of supporting services for the proposed development; and
e. The other health, safety or environmental problems that may be brought to the commission's attention.

Staff Comments:

- **Conformance with the Comprehensive Development Plan:** The proposed zoning designation (R-4) complies with the Comprehensive Development Plan.

- **Availability of Public Services:** The City Engineer's report indicates municipal services cannot be guaranteed for this development until the new treatment plant is constructed and operational. Due to the fact that the site is included in the L.I.D., the applicant will be eligible to compete on a first come-first serve basis for approximately 1,500 connections in the existing lagoon WWTP that have been set aside for L.I.D. participants. The City Engineer's letter is included as an exhibit with this report and contains more details regarding servicing this proposed project.

- **Capital Improvement Plan:** The proposed development could be integrated with a new capital improvement plan.

- **Financial Capability:** The property is included in the Local Improvement District, which ensures financial capability for municipal services.

- **Health, Safety, Environmental:** There is no known health, safety or environmental concerns related to the site.

Zoning Definitions & Regulations– Kuna City Code & Comprehensive Plan

4. KCC 5-2-2-B - Low Density Residential District (R-4):

The purpose of the R-4 district is to permit the establishment of low density single-family dwellings with lot sizes sufficient for individual water and sewer facilities, but not to exceed four (4) dwelling units per net acre. Centralized water and sewer facilities are required.

Allowed Uses, Development Regulations (KCC 5-3-2)

Single-family residential dwellings are permitted in an R-4 zone.

Low Density Residential, Kuna Comprehensive Plan, § 4-4:

To allow for the development of single-family homes at densities ranging from one to three units per acre, a planned development permit may be required for large subdivisions. Density bonuses may also be considered with the provision of public amenities such as open space, pathways, or land dedicated for public services.

Commercial, Kuna Comprehensive Plan, § 4-4:

To provide a full range of commercial, retail, and office areas to serve residents and visitors. Uses may include retail, wholesale, service, technical and office uses; multi-family residential development; as well as appropriate public uses such as government offices and parks. Within this category, specific zones may be created to focus commercial activities unique to their location. These zones might include a neighborhood commercial zone

focusing on specialized services for residential areas adjacent to that zone or a central business district zone for the downtown area. Standards for architecture, signs, screening, landscaping, parking, and access will be developed and implemented utilizing the Community Design Guidelines.

Residential Land Use Goal, **§ 4-4:**
Encourage a variety of residential land use categories.
Objectives:

- Encourage the maintenance of residential neighborhoods.
- Coordinate service and utility planning with residential development.
- Encourage development that will improve existing neighborhoods.
- Encourage the development of multi-family residences in and near the town center.

Policies:

- Promote the development of land contiguous to the city limits.
- Continue to require irrigation water to be preserved and furnished to each residential parcel by the developer.
- Promote new residential development that will not adversely affect existing neighborhoods.
- Encourage sidewalks and paved streets for all existing neighborhoods through joint Ada County Highway District / Local Improvement District programs.
- Promote the use of alternative development plans for large lot subdivisions within the impact area.

Commercial Land Use Goal, § 4-4:
Provide for a variety of commercial activities that are easily accessible.
Objectives:

- Discourage future strip commercial development.
- Review commercial development considering the following:
    a. Traffic impacts
    b. Visual impacts
    c. Impacts on adjacent land uses
    d. Other environmental impacts
    e. Long-range or ultimate use of property
    f. Landscaping and site plan
    g. Screening and buffering structures and site to protect adjacent land uses
    h. Impact on public services and facilities
- Ensure that commercial developments provide adequate and safe ingress and egress, coordinating between uses if possible.
- Encourage the Birds of Prey Theme
- Encourage the “Craftsman Style” architecture

Policies:

- Require will planned pedestrian-oriented commercial service uses.
- Require landscaping to enhance the appearance of structures and parking areas that blend with or enhance the existing areas.
- Locate commercial areas in proximity to major utility, transportation, and service facilities. Commercial development within the city limits should receive the highest priority.
- Establish an Architectural Design Committee to review all Design Review.

Staff Comments:
The proposed preliminary plat and zoning designation complies with Kuna City Code and The Comprehensive Plan. Although the Comprehensive Plan Map includes a Commercial area in the northwest corner of the site, the applicant is not requesting a Commercial zone.

5. Official Height and Area Regulations (KCC 5-3-3)

Kuna City Code has the following building requirements for an R-4 zone:

Maximum Height –	35-feet
Minimum Lot Width –	66-feet
Front setback –	20-feet
Garage setback –	20-feet
Rear setback –	15-feet
Interior side –	5-feet
Street side –	20-feet
Maximum lot coverage –	40%
Minimum lot area per D.U. –	6,600 square-feet

*A 15-foot setback may be allowed for living areas, side entry garage, or non-access side streets.

Staff Comment:

- The Applicant is proposing a variety of lot sizes ranging from 8,001 to 81,151 square-feet, with an average lot size of 10,282.5 square-feet, including lot with existing home. Or lot sizes ranging from 8,001 to 14,236 square feet, with an average lot size of 9,443.56 square-feet, without including lot with existing home. The proposed dimensions for lot size and lot frontages meet City code. Setbacks will be evaluated upon building permit request.
- The existing home which is to remains meets required set backs of City Code.

6. Kuna Comprehensive Future Land Use Map (Section 4-3, Figure 4.3-1)

A majority of the site is identified as Medium Development Density (4-6 units/acre) and the northwestern portion of the site is identified as Light Commercial on the Comprehensive Future Land Use Map.

Staff Comments:

- The proposed R-4 zone with an overall gross density of 2.85 dwelling units per acre complies with the Kuna Comprehensive Future Land Use Map.

- The portion of the site that is Light Commercial on the Comprehensive Future Land Use Map is because the map shows a possible future retail or small offices located within the immediate vicinity.

<u>Road Improvements & Sidewalks – Kuna City Code and Comprehensive Plan</u>

7. Street Right of Way Width Specifications, KCC 6-3-4-A:

Street and road right of way widths shall conform to the adopted major street plan or comprehensive development plan and the rules of the state department of highways and the highway district or department having jurisdiction. Minimum right of way standards are as follows:

Expressway or freeway	160-260 feet
Principal /Major arterial	96-120 feet
Minor arterial (3 lane)	74 feet
Major Collector (mid-mile)	70 feet
Minor Collector (2 lane)	62 feet
Residential Collector	50 feet
Minor street (local)	50 feet

Except that a reduction of minor street width may be allowed by the planning and zoning commission if the street is designed so as not to encourage through movement.

Minimum Road Width, KCC 6-3-4-D:
The minimum road width within the Kuna city limits shall be thirty six feet (36') back of curb to back of curb in all zoning districts. Exceptions may be considered by the council on a case by case basis.

Minor Arterials, Kuna Comprehensive Plan, §7.2:
Minor arterials are defined as roadways carrying the major portions of trips entering or leaving the urban area. Minor arterials serve shorter, more localized travel needs than the principal arterials. All section line Roads are considered minor arterial roads.

Centerline Offsets, KCC 6-3-6-E:
Street centerlines shall be offset by a distance of at least one hundred twenty five feet (125').

Stub Streets, KCC 6-3-3-C:
Where adjoining areas are not subdivided, the arrangement of streets in new subdivisions shall be such that said streets extend to the boundary line of the tract to make provisions for the future extension of said streets into adjacent areas. A reserve strip may be required and held in public ownership.

Required Public Improvements, KCC 6-4-2 B-D:
Every subdivider shall be required to install the following public and other improvements in accordance with the conditions and specifications as follows:

B. Streets and Alleys: All streets and alleys shall be constructed in accordance with the standards and specifications adopted by the Council. (Ord. 231, 12-7-1977)

C. Curbs and Gutters: Vertical curbs and gutters shall be constructed on collector and arterial streets. Rolled curbs and gutters or other landscaping and drainage as may be established by the Council and consistent with subsection G of this Section shall be required on minor streets. All construction shall be in accordance with the standards and specifications adopted by the Council. (Ord. 403, 10-5-1993)

D. Bicycle Pathways: A bicycle pathway shall be provided within all subdivisions, as part of the public right of way or separate easement, as may be specified in an overall bicycle plan as adopted by the Council. (Ord. 231, 12-7-1977)

Kuna Comprehensive Street Plan Map
The Kuna Comprehensive Street Plan Map has the following designations for the roads within this development:

- Ten Mile Road – Minor Arterial

Kuna Comprehensive Bicycle Plan (Bicycle/Pedestrian Path Master Plan Map)
There is a bike/pedestrian pathway identified on Ten Mile Road on the Kuna Comprehensive Bicycle/Pedestrian Path Master Plan map abutting the site. The Bicycle/Pedestrian Master Plan requires 8-foot wide sidewalks.

Road Improvements & Sidewalks Study – Proposed & Required / Staff Comments

Internal / Local Roads
Proposed Road Improvements: The applicant is proposing to construct a majority of the internal local roads with 50-feet of right-of-way with 36-foot street sections, rolled curb, gutter and 5-foot wide attached sidewalks.

The applicant is proposing to construct all internal entrance roadways with a 20-foot wide landscaped buffer, 58-feet of right-of-way, landscaped center islands, curb, gutter and 8-foot wide detached sidewalks.

Staff Comments / ACHD Requirements:

- Both types of proposed local roads meet City Code and have been approved by Ada County Highway District. ACHD requires a minimum of 21-feet of pavement on either side of the islands.

Minor Arterial

Ten Mile Road:

Proposed Road Improvements: Ten Mile Road is currently classified as a Minor Arterial. The applicant shall construct one half of an arterial road section abutting the site along North Ten Mile Road, within a minimum of 80-feet of right-of-way. The applicant shall comply with Ada County Highway District's requirements for Ten Mile Road.

The applicant is proposing to improve Ten Mile Rd with a 20 foot wide landscaped buffer, 8-foot wide detached sidewalks, curb, gutter, and 48-foot right-of-way.

Proposed Access from Ten Mile Road: The applicant is proposing to construct one roadway providing access from Ten Mile Road into the subdivision.

Staff Comments / ACHD Requirements:

- **Road Improvements:** The proposed improvements for Ten Mile Road meet City Code and have been approved by ACHD.

- **Access:** The proposed access from Ten Mile Road comply with City Code and have been approved by ACHD

Stub Streets & Centerline Offsets:

Stub Streets / Future access to adjacent properties: The applicant is proposing to provide a stub street to the east, providing an access to an 11-acre sized property that currently is within the county. The stub street that will be constructed along the northern property boundary will provide access to a 15.5-acre property also in the county.

Centerline Offsets: The proposed roadway centerline offsets are all a minimum distance of 125-feet (125').

Staff Comments / ACHD Requirements:

Stub to the north and to the east, as proposed.

Large Scale Development – Kuna City Code

8. Large Scale Development Definition, KCC 5-1-6-2:

A subdivision, the size of which consists of fifty (50) or more lots or dwelling units.

Large Scale Development Subdivision, KCC 6-5-4:

Due to the impact that a large scale development would have on public utilities and services, the developer shall submit the following information along with the preliminary plat: A. Identification of all public services that would be provided to the development (i.e., fire protection, police protection, central water, central sewer, road construction, parks and open space, recreation, maintenance, schools and solid waste collection). B. Estimate the public service costs to provide adequate service to the development. C. Estimate the tax revenue that will be generated from the development. D. Suggested public means of financing the

services for the development if the cost for the public services would not be offset by tax revenue received from the developer.

Large Scale Development Public Sites and Open Spaces (6-3-12-C and 5-6-4-C)

In the case of planned unit developments and large scale developments, the commission may require sufficient park or open space facilities of acceptable size, location and site characteristics that may be suitable for the proposed development.

Staff Comments – Large Scale Development:

- Public Services: The public services that will be provided to the development are listed under "Services" in this staff report.

- Public Sites and Open Spaces: The applicant has proposed approximately 13.4% (approximately 4.29 acres) of open space. All common areas included in the acreage and percentage are as follows:
  - Park – 1.3 acres
  - Landscape and Pathway Lots- 4.6 acres
  - Canal lot- .5 acre

<u>Landscaping, Fencing and Open Space – Kuna City Code</u>

9. Landscaped Buffer Vegetative Density, KCC 5-17-14:

All required landscape buffers shall be planted with trees and shrubs, lawn, or other vegetative ground cover, with the following plants per one hundred (100) linear feet: two (2) shade trees, three (3) evergreen trees, and twelve (12) shrubs. Each required shade tree may be substituted with two (2) flowering/ornamental trees, provided that not more than fifty percent (50%) of the shade trees are substituted.

Required Landscape Buffer Width, KCC 5-17-13:

The required width of the landscape buffer is calculated based on the Kuna long range highway and street map (and future updates) as follows:

Street Type	Minimum Required Buffer Width
Minor Arterial	20-30 feet*
Entry Corridors	30-50 feet*
*Width of required buffer may be determined based on surrounding conditions, land use, topography, etc.	

Tree Species Mix, KCC 5-17-15:

When more than ten trees are to be planted to meet the requirements of these guidelines, a mix of species shall be provided. The number of species to be planted shall vary according to the overall number of trees required to be planted. Species shall be planted in proportion to the required mix. See the table below:

Required Number of Trees	Minimum Number of Species
11-20	2
21-30	3
31-40	4
41+	5

Minimum Plant Sizes, KCC 5-17-16:

The following are minimum plant sizes for all required landscaping for Residential, Commercial and Industrial areas:

- Shade Trees: Two inch (2") caliper minimum.
- Ornamental Trees: Two inch (2") caliper minimum.
- Evergreen Trees: Six to seven foot (6-7') height minimum.

- Woody Shrubs: Two (2) gallon pot minimum.

Common Area Landscapes (KCC 5-17-12-3 & 4)

New residential subdivision common area landscapes shall be comprised of the following:

a. Lawn, either seed or sod;
b. A minimum of one deciduous shade tree per one thousand (1,000) square feet of site.

Design Considerations for Residential Developments: For design flexibility, half of the required shade trees may be substituted on a two to one (2:1) basis with ornamental and evergreen trees. Buffer areas should include a variety of species, arranged to create varied and attractive views. Fences, walls, and berms may be used. Height changes, offset angles, different materials, and other design techniques are required so as to create variety.

Landscaping Within Right-of-Way (KCC 5-17-19)

If the unimproved street right of way is greater than ten feet (10') from edge of pavement to edge of sidewalk or property line, and road widening project is not in the Ada County highway district (ACHD) five (5) year funded plan, developer shall maintain a ten foot (10') wide gravel shoulder and landscape the remainder with lawn or other vegetative ground cover. This will require a license agreement between the property owner and ACHD.

Open Space Location for Subdivisions (KCC 5-17-22)

The common open spaces shall be located on a common lot. Common open space shall be grouped contiguously with open space from adjacent subdivisions or phases whenever feasible.

Pedestrian Walkways (KCC 6-4-2-L)

Pedestrian walkways which are not adjacent to a public street, when required, shall have easements at least ten-feet (10') in width and include a paved walk at least five feet (5') in width. Sidewalks and crosswalks shall be constructed in accordance with the standards and specifications as adopted by the council.

One Tree per lot required (KCC 6-4-2-S)

A minimum of one live tree per lot shall be planted by the developer. Each tree shall be a minimum of two inch (2") caliper.

Landscaped Subdivision Entrance (KCC 6-4-2-P)

All entrances to and exits from subdivisions shall be landscaped in a manner approved by the planning and zoning commission and/or department of urban forestry.

Right-of-Way Fencing (KCC 6-4-2-M & 6-4-2-Q)

KCC 6-4-2-M: Greenbelts or landscaping screening may be required for the protection of residential properties from adjacent major arterial streets, waterways, railroad rights of way or other features. Subdivision plats shall show the location of any greenbelt areas.

KCC 6-4-2-Q: A fence that abuts an arterial or collector road should be uniform from intersection to intersection and must include a landscaped berm and fence, six feet (6') in height (measured from the crest of the road) that is permanent and maintenance free. Acceptable fencing would include metal, rock, vinyl and the posts must be installed in concrete. No wood fencing would be allowed. The only exception is around parks (for safety reasons); an open fence may be required. A fence plan must be submitted with the preliminary plat application for approval.

Landscaping, Fencing and Open Space – Proposed & Required

Subdivision entrances:

- **Ten Mile Road:**
  The Ten Mile Road entrance is being proposed with trees, shrubs, grass, a center landscaped island with ornamental trees and an entry monument sign.

- **Remaining Entrance Roads:**
  All other entrance roads are being proposed with trees, shrubs, grass, center landscaped islands with ornamental trees, and low planter walls.

Landscaped Buffers:

- **Ten Mile Road Buffer (approximately 7 linear feet):**

Proposed number of plantings: 16 shade trees, 8 ornamental trees, 25 evergreen trees, and 288 shrubs.

Proposed sizes for all landscaped areas:

Evergreen Trees – 6-8' height, balled and burlapped
Shade Trees - 2" caliper, balled and burlapped
Ornamental Trees – 2" caliper, balled and burlapped
Shrubs / grasses - 2-5 gallon

Minimum Required: 14 shade trees, 21 evergreen trees, 84 shrubs or 28 ornamental trees.

The proposed trees and landscaping within the Ten Mile Rd. buffer more than exceeds the requirement and complies with City Code. A minimum of 84 shrubs will be required to comply with City Code. Note: Each required shade tree may be substituted with two (2) flowering/ornamental trees, provided that not mote than fifty percent (50%) of the shade trees are substituted. A mix of five (5) different tree species shall be provided.

Common Areas:

- **66,403 square-foot (1.52 acres) Common Area / Park:**
  Proposed: The applicant is proposing a park and playground area located on Tinson, Descanso, Ivor and Gomerich. The applicant is proposing to place tot lot playground equipment within the park along with landscaping, grass, Barbecue, Gazebo with sandstone pavers, and Fire Pit with sandstone benches. The applicant is also proposing a Hose bib near between the gazebo and fire pit area. Proposed landscaping includes: 4 shade trees, 16 ornamental trees, and 37 evergreen trees. Applicant is proposing to construct a 4' vinyl or wrought iron fence to along the park and along the micro pathways abutting to residential lots.

  Required: A minimum of 66 shade trees or equivalent through a mix allowed by City code will be required, seed or sod is also required. Applicant is required to add 54 shade trees or 108 ornamental trees to comply with City Code.

- **26,178 square-foot (.6 acres) Pathways / Pedestrian Walkways/ Common Area:**
  Proposed: The applicant is proposing a common area located on Holden Corso, Tinson, Nanaimo, and Pilot. The applicant is proposing to landscape the pathways with 14 ornamental trees and 35 evergreen trees. A 4' vinyl or wrought iron will be constructed along the micro pathways abutting all residential lots.

Required: A minimum of 26 shade trees or equivalent through a mix allowed by City Code will be required, as well as seed or sod. Applicant is required to add 19 shade trees or 38 ornamental to comply with code.

- **21,627 square-foot (.49 acres) Pathway / Pedestrian Walkways / Common Area:**
  Proposed: The applicant is proposing a common area located on Nanaimo, Canso, Descanso, and Tinson. The pathways will be landscaped with grass, 12 ornamental trees, 23 evergreen trees, and a 4' vinyl or wrought iron fence along micro pathways abutting all residential lots.

  Required: A minimum of 21 shade trees or equivalent through a mix allowed by City Code, seed or sod is also required. Applicant is required to add 15 shade trees or 30 ornamental trees to comply with City Code.

- **20,393 square-foot (.46 acres) State Lateral and W. Gomerich Street:**
  Proposed: Applicant is not proposing any landscaping among the State Lateral Easement; only along W. Gomerich St. is there 3 evergreen trees and 1 ornamental.

  Required: A minimum of 20 shade trees or equivalent through a mix allowed by City Code, seed or sod is also required.

  Staff recommends the Lateral Easement be free of any vegetation other than proposed. Applicant is proposing a 6-foot vinyl privacy fence, which complies with City Code. Staff only asks to landscape the area along Gomerich Street as proposed.

- **14,079 square-foot (.32 acres) Drainage Swale / Lot 5, Block 1:**
  Proposed: Drainage for the public streets will be collected in storm drain catch basins and routed through sand and grease traps to seepage beds with drainage pond. Applicant is landscaping the common area with grass, 1 shade tree, 7 ornamental trees, and 8 evergreen trees. A 4' vinyl or wrought iron fence will be constructed along the micro pathways abutting all residential lots.

  Required: A minimum of 14 shade trees or equivalent to through a mix allowed by City Code, seed or sod is also required. Applicant is required to provide 10 more shade trees or 20 ornamental trees to comply with City Code.

- **W. Gabriola (approximately 2,325 square-foot) Lot 1, Block 1 & 2:**
  Proposed: 9 evergreen trees, grass and meandering 5-foot paved sidewalk.

  Required: A minimum of 2 shade trees of equivalent through a mix allowed by City Code, seed or sod is also required. Applicant is required to provide 2 shade trees or 2 ornamental trees to comply with City Code.

- **W. Gabriola Island (1,469 square-foot):**
  Proposed number of plantings: 4 ornamental trees and grass.

  Required: A minimum of 2 shade trees of equivalent through a mix allowed by City Code, seed or sod is also required.

- **N. Descanso Avenue (3,587 square-foot) Lot 18 Block 1 & Lot 1 Block 6:**
  Proposed number of plantings: 3 ornamental trees, 6 evergreen trees, and grass.

Required: A minimum of 4 shade tress of equivalent through a mix allowed by City Code between both common areas, seed or sod is also required. Applicant is required to add 4 3 shade trees or 6 ornamental to comply with code.

- **W. Canso Street (3,341 square-foot) Lot 14 Block 2 & Lot 16 Block 2:**
  Proposed number of plantings: 2 ornamental trees, 6 evergreen trees, and grass.

  Required: A minimum of 3 shade trees of equivalent through a mix allowed City Code between both common areas, seed or sod is also required. Applicant must add 2 shade trees or 4 ornamental trees to comply with City Code.

- **Pathways / Pedestrian Walkways:**
  The applicant is proposing a 20' Emergency Access with a meandering 5' paved surface and landscaping. The paved pathway will lead into the neighborhood to a turnabout at Holden Corso and Tinson. The Landscaping will consist of grass, 2 ornamental trees, 4 evergreen trees, and a 4' vinyl or wrought iron fence will be along the abutting residential lot and Storm Drainage lot.

  Required: The paved surface shall be a minimum of 5-feet wide in accordance to City Code; the landscaping is required to have a minimum of one vegetative material, and the applicant has exceeded the requirements of the City Code.

- **Islands / Roundabouts / Lot 1, Block 8 & Lot 1, Block 9 & Lot 1, Block 10 & Lot 1, Block 11:**
  The applicant is proposing landscaped islands with 2 ornamental trees place on each island.

  Required: A minimum of 1 shade tree or equivalent to through a mix allowed by City Code, seed or sod is also required. Applicant more then exceeds the required landscaping code.

  Staff Comments / Recommendations:
  Proposed Landscaping Plan does not comply with City Code. Applicant is required to plant additional trees to comply with City Code before Final Plat approval

Fencing:

- **Right-of-Way – Ten Mile Road:** The Applicant is proposing 6-foot tall privacy fencing along Ten Mile Rd., in accordance with City Code. The material shall be maintenance free. Wood fencing is not allowed.

- **Pedestrian Pathway Fencing:** The Applicant is proposing to install 4' vinyl or wrought iron fencing along both sides of all pedestrian pathways.

- **State Lateral Fencing:** The Applicant is proposing to install a 6-foot solid fence along abutting residential lots and State Lateral Easement.

- **Common Area / Park Fencing:** The Applicant is proposing a 4-foot solid vinyl or wrought iron along all abutting residential lots and on both sides of micro pathways.

- **Perimeter Fencing:** The Applicant is proposing to install 6-foot tall vinyl fencing along the perimeter of the subdivision.

- **Staff Comment:** The proposed fencing complies with City code.

One tree per lot:

- The Applicant is proposing to provide one (minimum 2" caliper) tree per buildable lot in accordance with City code.

10. Lateral (KCC 6-4-2-R)

Piping of Ditches: All irrigation ditches, and laterals, excluding major canals and natural waterways located within the development boundaries shall be tiled. Major canals and natural waterways located within or adjacent to the development boundaries shall be fenced or tiled. Any improvements involving the distribution system of any irrigation district shall have the prior written approval of that affected district.

Boise Project Board of Control – Information and Requirements:

- The United States' State lateral lies within the boundary of the above-mentioned location. The easement for this lateral is held in the name of the United States through the Bureau of Reclamation under the authority of the Act of August 30, 1890. (26 Stat. 391; 43 U.S.C. 945)
- The Boise Project Board of Control is contracted to operate and maintain this lateral. We assert the federal easement 25 feet west of the lateral's centerline. Whereas this area is for the operation and maintenance of out facility, no activity should hinder our ability to do so.
- Fencing (as may be required) must be constructed just off the canal easement, to insure public safety and prevent encroachments.
- Whereas these easements are for the operation and maintenance of out facility, no activity should hinder our ability to do so. The Boise Project does not approve landscaping (other than grass) within its easements, as this will certainly increase our cost of maintenance.
- The construction of any roadway crossings must e conducted only during the non-irrigation season when the lateral is dewatered. In any case no work shall take place within the easement before the proper crossing agreements have been secured through the Bureau of Reclamation and the Boise Project Board of Control.
- Utilities planning to cross any project facility must do so in accordance with the master policies now held between the Bureau of Reclamation and most of the utilities. In any case no work shall take place within the easement before proper crossing agreements have been secured through both the Bureau of Reclamation and the Boise Project Board of Control.
- Storm Drainage and/or Street Runoff must be retained on site.
- Local irrigation/drainage ditches that cross this property, in order to serve neighboring properties, must remain unobstructed and protected by an appropriate easement.
- This development must adhere to Idaho Statues, Title 42-1209.
- Whereas this property lies within the Boise-Kuna Irrigation District it is important that representatives of this development contact the BKID office as soon as possible to discuss the pressure system prior to any costly design work. If applicable, the irrigation system will have to be built to specific specifications as set by the District / Project.
- Written response from the Boise-Kuna Irrigation District is required prior to review and approval of an irrigation and drainage plans.

Staff Comments / Recommendations:

The State Lateral located on the eastern boundary of the property is currently tiled.

The irrigation ditch located with proposed site must be buried and tiled still allowing access to home using water.

11. Street Lights (KCC 6-4-2-N)

Kuna City Code requires that street lights are installed at all intersections, near the fire hydrants, and have a maximum spacing of two hundred fifty feet (250') throughout the interior and exterior of the subdivision. A sub divider shall conform to the requirements of the city and the public utility providing such lighting.

- The Applicant complies with City Code will all proposed lights not exceeding 250' feet and near all fire hydrants and intersections throughout the interior and exterior of the subdivision.

12. Street Names (KCC 6-3-5 A & B)

A. Street names shall not duplicate any existing street name within the county except where a new street is an uninterrupted extension and continuation of an existing street. Street names that may be spelled differently but sound the same as existing streets shall not be used.

B. All new streets shall be named as follows: Streets having a predominately north-south direction shall be named "Avenue" or "Road"; streets having a predominately east-west direction shall be named "Street" or "Way"; meandering streets shall be named "Drive", "Lane", "Path" or "Trail"; and cul-de-sacs shall be named "Circle", "Court" and "Place". Note: Ada County street naming code slightly differs from Kuna's code. The following modifications are based on Ada County and Kuna's codes.

- The proposed street names shall be modified as follows:

FROM	TO
HUBBARD RD	W HUBBARD RD
TEN MILE RD	N. TEN MILE RD.
DESCANSO AVE	N. DESCANSO AVE
HOLDEN CORSO AVE	N HOLDEN CORSO AVE
PILOT ST	W PILOT ST
GABRIOLA ST	W GABRIOLA ST
IVOR AVE	N IVOR AVE
TINSON DR	W TINSON DR
GOMERICH ST	W GOMERICH ST
NANAIMO AVE	N NANAIMO AVE
CANSO ST	?

- Ada County Development Services Street Naming Committee have denied Canso St for response of resembling Descanso, applicant will required to make the above mentioned changes.

- The Applicant shall obtain written approval from the Ada County Development Services Street Naming Committee for all street names within the subdivision prior to final plat approval and/or construction.

13. Services

Fire protection – Kuna Rural Fire District
Irrigation district – Boise-Kuna Irrigation District
School district – Kuna School District

Kuna Rural Fire District

Fire Hydrants can only be spaced at a distance of 500-feet apart. Within the proposed preliminary plat there are come farther apart than Code requires. Hydrants need to be

added to achieve Code requirements; Applicant is to re-submit plans to fire department for approval.

There is a concern about the access into the subdivision when developed; Code requires at least 2 different accesses when there are over 30 lots in the first phase.

Availability of Public Services:
Applicant is part of the LID and is proposing to provide services through to Galiano Subdivision once the new Sewer Facility connections become available.

Staff Comments:
Existing home along the southern boundary remaining will be responsible to purchase at owners expense for all water, sewer, and irrigation hook-ups.

Fire hydrants are spaced farther apart than the 500-feet allowable in the fire code. Applicant will need to resubmit plan with corrections made and receive approval from Kuna Fire Department before final plat approval.

14. Staff Recommendation

Based on Staff's review of the application, staff concludes the applications comply with Kuna City Code and the Kuna Comprehensive Plan, and forwards a recommendation of approval with standard and specific conditions to the Council.

The Council should consider the evidence and testimony presented during the public hearing prior to rendering its decision concerning this application.

D. Exhibits

Exhibit 1	City Council Staff Report
Exhibit 2	Commission & Council Review Application
Exhibit 3	Applicant's letters of intent – Rezone & Preliminary Plat
Exhibit 4	Proposed Development Agreement
Exhibit 5	Vicinity Map
Exhibit 6	Revenue Generation report
Exhibit 7	8 ½ x 11 landscape plan
Exhibit 8	8 ½ x 11 preliminary plan
Exhibit 9	Ada County Highway District (ACHD) report
Exhibit 10	Boise Project Board of Control letter
Exhibit 11	Intermountain Gas Company letter
Exhibit 12	DEQ letter
Exhibit 13	Central District Health Department review letter
Exhibit 14	Kuna Rural Fire District Letter
Exhibit 15	Large Preliminary plat
Exhibit 16	Large Landscape Plan

E. Staff Site Specific Conditions of Approval:

1. Development Agreement

The Commission and Council may require additional and/or modify specific items in the Development Agreement regarding maximum height, sizes, designs, fencing, etc.

Road Improvements & Sidewalks

2. Internal / Local Roads:

- Construct the internal local roads with 50-feet of right-of-way and 36-foot street sections with rolled curb, gutter and 5-foot wide sidewalks, as proposed.

- Construct all internal entrance roadways with 20-foot wide landscaped buffers, 58-feet of right-of-way, landscaped center islands, curb, gutter and 5-foot wide detached sidewalks, as proposed. Provide a minimum of 21-feet of pavement on either side of the island.

Minor Arterial:

- **Ten Mile Road:**
  Improve Ten Mile Rd. with a 30-foot side landscaped buffer, an 8-foot wide detached sidewalk, and 48-feet of right-of-way, as proposed. Coordinate sidewalk location with Galiano Subdivision to the south.

- **Access from Ten Mile Rd.:** The one roadway location providing access from Ten Mile Road to the subdivision has been approved by ACHD. Direct lot access to Ten Mile Rd. is prohibited and shall be noted on the final plat.

Stub Streets:

- Provide the two stub streets, one to the east and to the north, as proposed.

Traffic Impact Study Requirements:

The Applicant shall install any road improvements/intersection improvements required by the traffic impact study and/or ACHD. All roadway improvements shall be coordinated with ACHD approval.

Landscaping

3. Landscaped buffers:

Provide the following landscaped buffers and install an automatic irrigation system to provide water to the landscaped areas, and the following minimum plant sizes, all balled and burlapped: Evergreen Trees – 6-8' height, Shade Trees - 2" caliper, Ornamental Trees – 2" caliper, Shrubs / grasses - 2-5 gallon

- **Ten Mile Rd Buffer:** 30-foot wide with a minimum of 14 shade trees, 21 evergreen trees, 84 shrubs (or equivalent through a mix allowed by city Code.) Provide minimum mix of five (5) different tree species.

Subdivision entrances:

- **Ten Mile Rd. Entrance:**
  Landscape the Ten Mile Rd. entrance with trees, shrubs, grass, a center landscaped island with ornamental trees, and entry monument sign, as proposed.

Pathways / Pedestrian Walkways:

- Provide 20-foot wide pedestrian pathways with a minimum 5-foot wide paved surface and landscaping throughout the Emergency Access. Connect the proposed pathways to the park, and continue the pathway throughout the park common area, as proposed.

Common Areas & Amenities:

Provide the following proposed common areas:

- **66,403 square-foot (1.52 acres) Common Area / Park:**

Provide a park area located on Tinson, Descanso, Ivor and Gomerich. Construct a barbecue, Gazebo with sandstone pavers, and fire pit with sandstone benches as proposed. Provide the proposed hose bib between the gazebo and the fire pit as proposed. Plant a minimum of 66 shade trees or equivalent through a mix allowed by City Code. Install higher dense landscaping abutting the residential lots along the 4-foot vinyl or wrought iron fence as proposed to provide additional privacy.

- **20,393 square-foot (.46) acres) State Lateral / W. Gomerich Street Area:** Provide a common area located in the eastern boundary of the site, abutting the State Lateral Canal. Install 6-foot vinyl fence along property boundary as required by Boise Project Board of Control for 25' easement. Planning and Zoning is not requiring to landscape the dedicated easement for State Lateral only common area along Gomerich Street. Plant 2 shade trees within the (approximately 1,794 square-foot area) or equivalent through a mix allowed by City Code.

One tree per lot:

Provide one tree per buildable lot (minimum 2-inch caliper), as proposed.

Fencing

4. Construct the following proposed fencing:

- **Right-of-Way – Ten Mile Rd.:** Construct a 6-foot tall privacy fence along Ten Mile Rd., as proposed. The material shall be maintenance free. Wood fencing is not allowed.

- **Pedestrian Pathway Fencing:** Install 4-foot vinyl or wrought iron fencing along both sides of all pedestrian pathways, as proposed.

- **State Lateral Fencing:** Install 6-foot solid fence along abutting residential lots and State Lateral Easement, as proposed.

- **Common Area / Park Fencing:** Install the 4-foot solid vinyl or wrought iron along all abutting residential lots and on both sides of micro pathways.

- **Perimeter Fencing:** Install 6-foot tall vinyl fencing along the perimeter of the subdivision, as proposed.

5. Lateral / Boise Project Board of Control Easements

All Boise Project Board of Control and utility areas within the site shall be protected with an easement and all improvements and activity shall be approved by the appropriate agency prior to usage or construction.

Irrigation Ditch running through property must be tiled throughout subdivision providing use the owner in need of irrigation water.

6. Street Lights

Install street lights at all intersections, near the fire hydrants, and have a maximum spacing of 250' throughout the interior and exterior of the subdivision, as proposed.

7. Street Names

The proposed street names shall be modified as follows to meet Kuna City Code:

FROM	TO
HUBBARD RD	W HUBBARD RD
TEN MILE RD	N. TEN MILE RD.
DESCANSO AVE	N. DESCANSO AVE

HOLDEN CORSO AVE	N HOLDEN CORSO AVE
PILOT ST	W PILOT ST
GABRIOLA ST	W GABRIOLA ST
IVOR AVE	N IVOR AVE
TINSON DR	W TINSON DR
GOMERICH ST	W GOMERICH ST
NANAIMO AVE	N NANAIMO AVE
CANSO ST	?

- Ada County Development Services Street Naming committee have denied Canso St. for response of resembling Descanso, applicant will required to make the above mentioned changes.

- Obtain written approval from the Ada County Development Services Street Naming Committee for all street names within the subdivision prior to construction.

F. Conclusions of Law:

If any of the following Conclusions of Law are determined to be Finding of Facts, they shall be included on that section.

- Based on the evidence contained on File #07-11-DA / 07-09-ZC / 07-13-S. The Kuna City Council find that File # 07-11-DA / 07-09-ZC / 07-13-S comply with Kuna City Code.
- Based on the evidence contained in File #07-11-DA / 07-09-ZC / 07-13-S. The Kuna City Council find that File #07-11-DA / 07-09-ZC / 07-13-S complies with the Kuna Comprehensive Plan.

G. Planning and Zoning Commission Decision:

On August 14, 2007, the Kuna Planning and Zoning Commission recommend ***approval*** for the Rezone and Preliminary Plat with Development Agreement for the File #07-09-ZC / 07-13-S / 07-11-DA with the following conditions:

- Within the Development Agreement add or make corrections to:
  - 3.1.3: Developer agrees to plat no more than 90 R-4 buildable lots on the 31.92 acres of the property located east of Ten Mile Road, between Hubbard Road and Prince Lane. ***Provide a 16" overhang among all building structures. If plan deviates more than 10% of proposed plan, Developer will provide a new proposed plan before Staff, Commissioners, and Council.***
  - 3.1.5.1: Gazebo and picnic area in the 1.52 acre park, ***as proposed on Landscape Plan Exhibit 16.***
  - 3.1.5.2: ~~Approximately 1,600 ft of interconnection micro pathways 5' wide paved asphalt surface and landscaping throughout the Malaspina Ranch neighborhood.~~ ***Develop a 5-foot wide impervious pathway through Lot 1 & 15, Block 6 to the amenities compliant with ADA (American Disability Act) standards; providing landscaping as proposed throughout all common area/pathways, as proposed.***
  - ***3.1.5.4: Along all common areas abutting any residential lots provide either 4-foot open vinyl or 4-foot wrought iron fencing.***
- Meet all Staff and Agency requirements.

H. City Council Decision:

On September 18, 2007, the Kuna City Council ***approved*** the Rezone and Preliminary Plat with Development Agreement for the File #07-09-AC / 07-13-S / 07-11-0DA with the following conditions:

- The purposed 34.48 acres be rezoned from A (Agriculture) to R-4 (Low Density Residential District); and

- Meet all staff and agency requirements.

I. Standard Conditions of Approval:

The following list details the tasks (in order) that the applicant and/or owner must complete before the approval of the Malaspina Ranch Subdivision will be considered final. Please note that you have one year from the date of the written decision of the council to complete these tasks and submit a final plat unless a time extension is granted.

1. The Applicant and/or owner shall obtain written approval of the plat from the agencies noted below. The approval may be either on agency letterhead referring to the approved use or may be written/stamped upon a copy of the approved plat. All site improvements are prohibited prior to approval of these agencies:

a) The City Engineer must approve the sewer hook-up.

b) The Kuna Fire District must approve all fire flow requirements and/or building plans.

c) The Boise-Kuna Irrigation District must approve all proposed modifications to the existing irrigation system.

d) The City Engineer must approve a surface drainage run-off plan. As recommended by Central District Health Department, the plan should be designed and constructed in conformance with standards contained in “Catalog for Best Management Practices for Idaho Cities and Counties”.

2. The final plat shall be meet the final plat specifications listed in Section 6-2-4 of the Kuna City Code.

3. The final plat shall be in substantial conformance with the approved preliminary plat.

4. Prior to approval by the Kuna City Council, the plat shall contain the following certificates and/or endorsements:

a) signature of the owner(s),

b) certificate of the plat surveyor,

c) certificate of the County Surveyor,

d) endorsement of the Central District Health Department,

e) endorsement of the Ada County Highway District

5. The following statements shall appear on the face of the final plat:

a) This development recognizes Idaho Code §22-4503, Right to Farm Act, which states: “No agricultural operation or an appurtenance to it shall be or become a nuisance, private or public, by any changed conditions in or about the surrounding nonagricultural activities after the same has been in operation for more than one (1) year, when the operation was not a nuisance at the time the operation began; provided, that the provisions of this section shall not apply whenever a nuisance results from the improper or negligent operation of any agricultural operation or appurtenance to it.”

b) Any resubdivision of this plat shall comply with the applicable regulations in effect at the time of the resubdivision.

c) Building setbacks and dimensional standards in this subdivision shall be in compliance with the applicable zoning regulations of the City of Kuna and this approval.

6. No building permits will be issued until the final plat is recorded through the County Recorder's Office and parcel numbers have been issued by the County Assessor's Office.

7. All public rights of way shall be dedicated and constructed to standards of the Ada County Highway District. No public street construction may be commenced without the approval of the Ada County Highway District. Any work within the Ada County Highway District rights of way requires a permit. For information regarding the requirements to obtain a permit, contact Ada County Highway District Development Services at 387-6100.

8. 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.

9. Compliance with Section 31-3805 of the Idaho Code pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the specific requirements of the Boise Project Board of Control is required.

10. Installation of fire protection facilities as specifically required by the Kuna Fire District is required.

11. There shall be easements provided for utilities, drainage, and irrigation abutting to all public street right-of-way and subdivision boundaries, and where considered necessary, centered on the interior property lines. Said easements shall have a minimum width of ten feet (10').

12. All submittals of required compliance letters and plans (lighting, landscaping, drainage, and development) must be accompanied by your application file numbers.

13. No construction, grading, filling, clearing, or excavation of any kind shall be initiated until the applicant has received approval of a drainage design plan from the Kuna City Engineer. The drainage design plan shall include all proposed site grading.

14. Individual lot pressurized irrigation shall be provided. The Kuna City Engineer must approve an irrigation plan prior to submitting the final plat for approval.

15. Lighting within the development shall comply with the Kuna City Code.

16. One (minimum 2-inch) caliper tree per lot shall be provided by the developer.

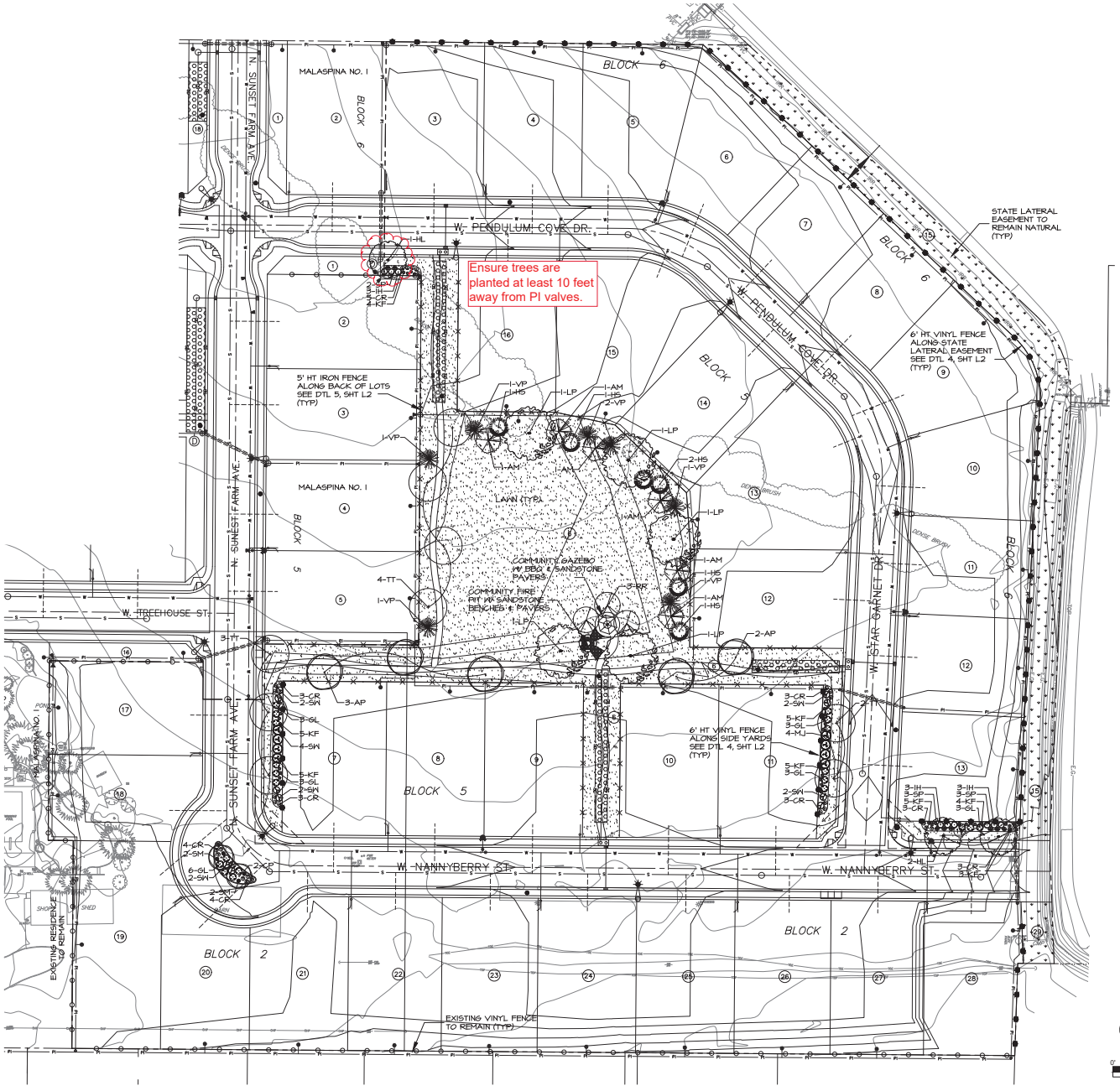
17. All surety and surety agreements shall comply with the Kuna City Code.

CITY OF KUNA CORPORATE SEAL STATE OF IDAHO

J. Scott Dowdy, Mayor

Attest:

Lynda Burgess, City Clerk



PLANT SCHEDULE

(REFERENCE SHEET L2)

SYM	COMMON NAME
EVERGREEN TREES	
HS	HOOPS BLUE SPRUCE
MJ	MOONGLOW JUNIPER
VP	VANDERWOLFS PINE
SHADE TREES (CLASS III)	
LP	BLOODGOOD LONDON PLANETREE
SHADE/STREET TREES (CLASS II)	
CP	CHANTICLEER PEAR
AP	AUTUMN PURPLE ASH
HL	SKYLINE HONEYLOCUST
TT	TULIP TREE
ORNAMENTAL TREES (CLASS I)	
AM	FLAME AMUR MAPLE
RR	ROYAL RAINDROPS CRABAPPLE
SHRUBS/ORNAMENTAL GRASSES/PERENNIALS	
CR	RED FLOWER CARPET ROSE
GL	GRO-LOW SUMAC
IH	IVORY HALO DOGWOOD
KF	KARL FOERSTER REED GRASS
SM	SLOWMOUND MUGO PINE
SP	SPILLED WINE WEIGELA
SW	SUMMERWINE NINEBARK

LAWN

6' VINYL FENCE ALONG PERIMETER, STATE LATERAL EASEMENT, AND SIDE YARDS (TYP). SEE DTL 4, SHT L2

5' IRON FENCE BACK OF LOTS ALONG COMMON OPEN SPACE (TYP). SEE DTL 5, SHT L2

NOTES

1. REFERENCE SHEET L2 FOR PLANT SCHEDULE, FENCING DETAILS, LANDSCAPE NOTES & DETAILS, AND LANDSCAPE CALCULATIONS.
2. REFERENCE SHEET L3 FOR LANDSCAPE AND IRRIGATION (PERFORMANCE) SPECIFICATIONS.

The City of Kuna approves the substitution of the Playground (in) for the Gazebo (out). Keep the Sandstone Paver's and Benches and the Fire-Pit/BBQ.
TKB 2.24.2022.

APPROVED
KUNA PLANNING & ZONING DEPT

JENSENBELTS ASSOCIATES

NORTH

SCALE 1" = 40'

KEY MAP

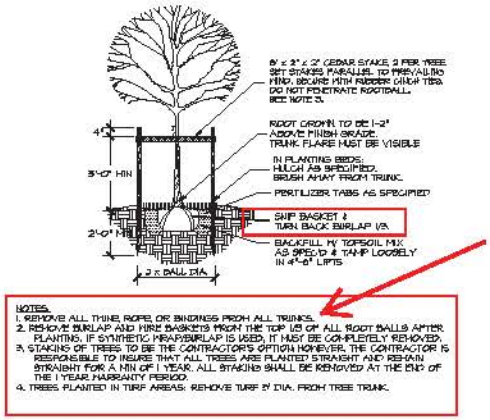
Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
1119 E. STATE STREET, SUITE 210
EAGLE, ID 83616
TEL 208-888-6013
www.baileyengineer.com

CHECKED BY: KCS
DRAWN BY: JJN

REVISED
NO. DATE DESCRIPTION

FINAL PLAT LANDSCAPE PLAN
MALASPINA SUBDIVISION NO. 2
CHALLENGER DEVELOPMENT, INC.

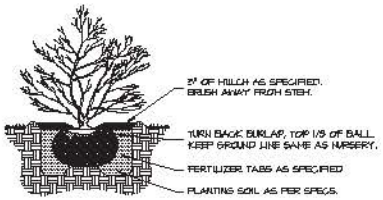
DATE: 03-25-2021
PROJECT: JBA-2124
SHEET L1



NOTES:
1. REMOVE ALL TWINE, ROPE, OR BINDINGS FROM ALL TRUNKS.
2. REMOVE BURLAP AND WIRE BASKETS FROM THE TOP 1/3 OF ALL ROOT BALLS AFTER PLANTING. IF SYNTHETIC MESH BURLAP IS USED, IT MUST BE COMPLETELY REMOVED.
3. STAKING OF TREES TO BE THE CONTRACTOR'S OPTION HOWEVER, THE CONTRACTOR IS RESPONSIBLE TO INSURE THAT ALL TREES ARE PLANTED STRAIGHT AND REMAIN STRAIGHT FOR A MIN OF 1 YEAR. ALL STAKING SHALL BE REMOVED AT THE END OF THE 1 YEAR WARRANTY PERIOD.
4. TREES PLANTED IN TURF AREAS: REMOVE TURF 3' DIA. FROM TREE TRUNK.

(1) TREE PLANTING/STAKING

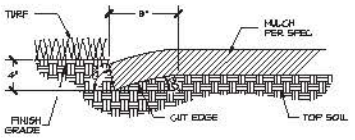
NOT TO SCALE



NOTE: DIG HOLE TWICE THE SIZE OF ROOTBALL.

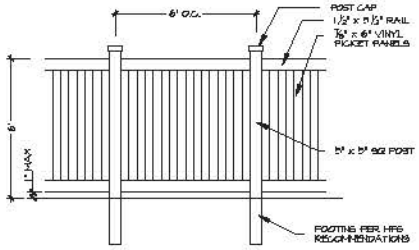
(2) SHRUB PLANTING

NOT TO SCALE



(3) PLANTER CUT BED EDGE

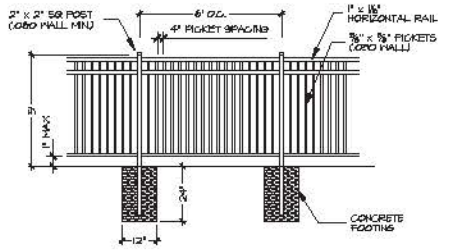
NOT TO SCALE



NOTES:
1. FENCE TO STEP DOWN TO 5' HEIGHT 20' FROM HIGH.
2. VINYL FENCE STYLE MAY VARY SLIGHTLY.

(4) VINYL PRIVACY FENCE

NOT TO SCALE



NOTES:
1. WROUGHT IRON FENCE STYLE MAY VARY SLIGHTLY.

(5) IRON FENCE

NOT TO SCALE

PLANT SCHEDULE

SYM	COMMON NAME	BOTANICAL NAME	SIZE
EVERGREEN TREES			
HS	HOOPS BLUE SPRUCE	PICEA PUNGENS 'HOOPSII'	6-8' HT B&B
MJ	MOONGLOW JUNIPER	JUNIPERUS SCOPULORUM 'MOONGLOW'	6-8' HT B&B
VP	VANDERWOLFS PINE	PINUS FLEXILIS 'VANDERWOLFS'	6-8' HT B&B
SHADE TREES (CLASS III)			
LP	BLOODGOOD LONDON PLANETREE	PLATANUS x ACERIFOLIA 'BLOODGOOD'	2" CAL B&B
SHADE/STREET TREES (CLASS II)			
CP	CHANTICLEER PEAR	PYRUS CALLERYANA 'GLEN'S FORM'	2" CAL B&B
AP	AUTUMN PURPLE ASH	FRAXINUS AMERICANA 'AUTUMN PURPLE'	2" CAL B&B
HL	SKYLINE HONEYLOCUST	GLEDITSIA TRIACANTHOS INERMIS 'SKYLOLE'	2" CAL B&B
TT	TULIP TREE	LIRIODENDRON TULIPIFERA	2" CAL B&B
ORNAMENTAL TREES (CLASS I)			
AM	FLAME AMUR MAPLE	ACER GINNALA 'FLAME'	8-9' HT. MULTI-STEM
RR	ROYAL RAINDROPS CRABAPPLE	MALUS x 'JFS-KNE'	2" CAL B&B
SHRUBS/ORNAMENTAL GRASSES/PERENNIALS			
CR	RED FLOWER CARPET ROSE	ROSA 'FLOWER CARPET- NOARE'	5 GAL
GL	GRO-LOW SUMAC	RHUS AROMATICA 'GRO-LOW'	5 GAL
IH	IVORY HALO DOGWOOD	CORNUS ALBA 'BAILHALO'	5 GAL
KF	KARL FOERSTER REED GRASS	CALAMAGROSTIS ARUNDINACEA 'K.F.'	1 BAL
SM	SLOWHOUND HUGO PINE	PINUS HUEGO 'SLOWHOUND'	3 GAL
SP	SKILLED NINE MENGLA	MENGLA FLORIDA 'SKORAGAMI'	5 GAL
SN	SUMMERSNINE NINEBARK	PHYSOCARPUS OPULIFOLIA 'SEWARD'	5 GAL

LAWN

6' VINYL FENCE ALONG PERIMETER, STATE LATERAL EASEMENT, AND SIDE YARDS (TYP). SEE DTL 4, THIS SHT

5' IRON FENCE BACK OF LOTS ALONG COMMON OPEN SPACE (TYP). SEE DTL 5, THIS SHT

NOTES

1. ALL PLANTING AREAS SHALL BE INSTALLED IN ACCORDANCE WITH CITY OF KUNA CODE. REFER TO SHT L3 - SPEC. SECTION 32 90 00 - LANDSCAPE SPECIFICATIONS.
2. ALL PLANTING AREAS TO BE WATERED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. REFER TO SHT L3 - SPEC. SECTION 32 84 00 - IRRIGATION PERFORMANCE SPECIFICATIONS.
3. LOCATE AND PROTECT ALL UTILITIES DURING CONSTRUCTION.
4. TREES SHALL NOT BE PLANTED WITHIN THE 10-FOOT CLEAR ZONE OF ALL STORM DRAIN PIPE, STRUCTURES, OR FACILITIES. SEEPAGE BEDS MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING THE CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM.
5. NO TREES SHALL IMPEDE THE 40' VISION TRIANGLE AT ALL INTERSECTIONS. NO CONIFEROUS TREES OR SHRUBS OVER 3' HIGH AT MATURITY WILL BE LOCATED WITHIN SIGHT TRIANGLE OR ROW. AS TREES MATURE, THE OWNER SHALL BE RESPONSIBLE FOR PRUNING TREE CANOPIES TO MEET REQUIREMENTS FOR MAINTAINING CLEAR VISIBILITY WITHIN 40' STREET VISION TRIANGLE.
6. TREES SHALL BE PLANTED NO CLOSER THAN 50' FROM INTERSECTION STOP SIGNS.
7. CLASS II TREES AND LANDSCAPE IN FRONT OF BUILDING LOTS ON INTERIOR STREETS TO BE COMPLETED DURING CONSTRUCTION ON THESE LOTS. TREE LOCATIONS MAY BE ALTERED TO ACCOMMODATE DRIVEWAYS AND UTILITIES. TREES MUST BE CLASS II AND SHALL NOT BE PLANTED WITHIN 5' OF WATER METERS OR UNDERGROUND UTILITY LINES. BUILDER SHALL BE REQUIRED TO INSTALL ONE (1) STREET TREES 5' FROM BACK OF SIDEWALKS ADJACENT TO ALL BUILDABLE HOME LOTS PRIOR TO OCCUPANCY. TREES TO BE SELECTED FROM THE SHADE/STREET TREES (CLASS II) LIST IN THE PLANT SCHEDULE AS SHOWN ON THIS SHT.
8. PLANT LIST IS SUBJECT TO SUBSTITUTIONS OF SIMILAR SPECIES DUE TO PLANT MATERIAL AVAILABILITY. BURLAP AND WIRE BASKETS TO BE REMOVED FROM ROOT BALL AS MUCH AS POSSIBLE, AT LEAST HALFWAY DOWN THE BALL OF THE TREE. ALL NYLON ROPES TO BE COMPLETELY REMOVED FROM TREES.
9. STREET TREES SHALL BE PLANTED NO CLOSER THAN 25' FROM STREET LIGHT FIXTURES.

LANDSCAPE CALCULATIONS

LOCATION	AREA	REQUIRED	PROVIDED
PARK/COMMON OPEN SPACE	68,868 SF / 1000 =	67 TREES	54 TREES (8 ADDITIONAL TREES PROVIDED IN PH 1)
		67 TREES	67 TREES

JENSEN BELTS ASSOCIATES

Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
1119 E. STATE STREET, SUITE 210
EAGLE, ID 83616
TEL 208-888-6013
www.baileyengineer.com

CHECKED BY: KAS
DRAWN BY: JLH

REVISED
NO. DATE DESCRIPTION

FINAL PLAT LANDSCAPE PLAN
MALASPINA SUBDIVISION NO. 2
CHALLENGER DEVELOPMENT, INC.

DATE: 03-25-2021
PROJECT: JBA-2124
SHEET L2

SECTION 32 90 00 - LANDSCAPE WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS
A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections.

1.2 SUMMARY
A. This Section includes provisions for the following items:
1. Trees.
2. Shrubs; Ground cover.
3. Lawns.
4. Topsoil and Soil Amendments.
5. Miscellaneous Landscape Elements.
6. Initial maintenance of landscape materials.

B. Related Sections: The following sections contain requirements.
1. Underground sprinkler system is specified in Section 32 84 00 - Irrigation

1.3 QUALITY ASSURANCE
A. Subcontract landscape work to a single firm specializing in landscape work.
B. Source Quality Control:
1. General: Ship landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to landscape materials.
2. Do not make substitutions. If specified landscape material is not obtainable, submit proof of non-availability to Architect, with proposal for use of equivalent material.
3. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.
4. Trees, Shrubs and Groundcovers: Provide trees, shrubs, and groundcovers of quantity, size, genus, species, and variety shown and scheduled for work complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock". Provide healthy, vigorous stock, grown in recognized nursery in accordance with good horticultural practice and free of disease, insects, eggs, larvae, and defects such as knots, sun-scald, injuries, abrasions, or disfigurement.
5. Label at least one tree and one shrub of each variety with attached waterproof tag with legible designation of botanical and common name.
   a. Where formal arrangements or consecutive order of trees or shrubs are shown, select stock for uniform height and spread.
6. Inspection: The Architect may inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size, and quality. Architect retains right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from project site.

1.4 SUBMITTALS
A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
B. Plant and Material Certifications:
1. Certificates of inspection as required by governmental authorities.
2. Manufacturer's or vendor's certified analysis for soil amendments and fertilizer materials.
3. Label data substantiating that plants, trees, shrubs and planting materials comply specified requirements.

C. Mulch: Submit 1 gal bag of mulch sample for approval.

1.5 DELIVERY, STORAGE AND HANDLING
A. Sod: Time delivery so that sod will be placed within 24 hours after stripping. Protect sod against drying and breaking of rolled strips.
B. Trees and Shrubs: Provide freshly dug trees and shrubs. Do not prune prior to delivery unless otherwise approved by Architect. Do not bend or bind-tie trees or shrubs in such manner as to damage bark, break branches, or destroy natural shape. Provide protective covering during delivery. Do not drop balled and burlapped stock during delivery.
C. Deliver trees and shrubs after preparations for planting have been completed and plant immediately. If planting is delayed more than 6 hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage, and keep roots moist by covering with mulch, burlap or other acceptable means of retaining moisture.
D. Do not remove container-grown stock from containers until planting time.
E. Do not drop or dump materials from vehicles during delivery or handling. Avoid any damage to rootballs during deliver, storage and handling.

1.6 JOB CONDITIONS
A. Utilities: Determine location of underground utilities and work in a manner which will avoid possible damage. Hand excavate, as required. Maintain grade stakes until removal is mutually agreed upon by parties concerned.
B. Excavation: When conditions detrimental to plant growth are encountered, such rubble fill, adverse drainage conditions, or obstructions, notify Architect before planting.
C. Adjacent Landscape: Protect planted areas adjacent to construction area. Replace or recondition to prior conditions at project completion.

1.7 SEQUENCING AND SCHEDULING
A. Planting Time: Proceed with, and complete landscape work as rapidly as portions of site become available, working within seasonal limitations for each kind of landscape work required.
1. Plant or install all plant materials during normal planting seasons from 15 March to 15 November.
2. Correlate planting with specified maintenance periods to provide maintenance from date of substantial completion.

B. Coordination with Lawns: Plant trees and shrubs after final grades are established and prior to planting of lawns, unless otherwise acceptable to Architect. If planting of trees and shrubs occurs after lawn work, protect lawn areas and promptly repair damage to lawns resulting from planting operations.

1.8 SPECIAL PROJECT WARRANTY
A. Warranty lawns through specified lawn maintenance period, until Final Project Acceptance.
B. Warranty trees and shrubs, for a period of one year after date of substantial completion, against defects including death and unsatisfactory growth, except for defects resulting from neglect by Owner, abuse or damage by others, or unusual phenomena or incidents beyond Landscape Installer's control.
C. Remove and replace trees, shrubs, or other plants dead or in unhealthy condition during warranty period. Make replacements during growth season following end of warranty period. Replace trees and shrubs which are in doubtful condition at end of warranty period; unless, in opinion of Architect, it is advisable to extend warranty period for a full growing season.

PART 2 - PRODUCTS

2.1 TOPSOIL
A. If deemed usable, native topsoil shall be stockpiled for re-use in landscape work. Topsoil shall be fertile, friable, natural loam, surface soil, reasonable free of subsoil, clay lumps, brush, weeds, roots, stumps, stones larger than 1 inch in any dimension, and other extraneous or toxic matter harmful to plant growth.
1. Contractor shall send a minimum of three (3) representative topsoil samples for testing. See testing requirements below. Contractor is responsible for whatever soil additives are recommended by the tests. Submit to Architect for approval. Compost will be added to other additives and added regardless of test results.

B. If quantity of stockpiled topsoil is insufficient, contractor to provide imported topsoil that is fertile, friable, natural loam, surface soil, reasonably free of subsoil, clay lumps, brush, weeds and other litter, and free of roots, stumps, stones larger than 1 inches in any dimension, and other extraneous or toxic matter harmful to plant growth.
1. Obtain topsoil from local sources or areas with similar soil characteristics to that of project site. Obtain topsoil only from naturally well-drained sites where topsoil occurs in a depth of not less than 4 inches. Do not obtain from bogs or marshes.
2. Composition: Topsoil shall contain from 1 to 20% organic matter as determined by the Organic Carbon, 6A, Chemical Analysis Method described in USDA Soil Survey Investigation Report No. 1. Maximum particle size, 3/4-inch, with maximum 3% retained on 1/4-inch screen.
   Other components shall conform to the following limits:

pH	6.5 to 7.5
Soluble Salts	600 ppm maximum
Silt	25-50%
Clay	10-30%
Sand	20-50%

3. Contractor shall submit representative soil report on imported topsoil proposed for use for approval. Report shall meet standards below. Contractor is responsible for whatever soil additives are recommended by the test. Compost will be in addition to other additives and added regardless of test results.

C. Soil Testing
1. Soil tests are required for this project (see above for requirements). Test shall be provided as follows:
   a. Provide certified analysis at time of sample submitted (three samples imported topsoil). Amend soils per chemist's recommendations and as herein specified unless otherwise approved by Architect.
2. Test shall include, but not limited to recommendations on chemical distributions, organic contents, pH factors, and sieve analysis as necessary. Test #1T by Western Laboratories (1-800-658-3858) is required.
3. Contractor is responsible for whatever soil additives are recommended by the soil testing laboratory.
4. Contractor shall coordinate, obtain and pay for all soil tests.
5. If regenerative noxious weeds are present in the soil, remove all resultant growth including roots throughout one-year period after acceptance of work, at no cost to Owner.

2.2 pH ADJUSTERS
A. When pH does not comply with this specification, commercial grade aluminum sulfate shall be used to adjust soil pH.

2.3 SOIL AMENDMENTS
A. Compost: Compost: "Cascade Compost" from Cloverdale Nursery (208) 375-5262 and NuSoil Compost (208) 629-6912 or approved equal in equal amounts by volume.
B. Commercial Fertilizer: Fertilizer shall be complete, standard commercial brand fertilizer. It shall be free-flowing and packaged in new waterproof, non-overlaid bags clearly labeled as to weight, manufacturer, and content. Protect materials from deterioration during delivery and while stored at site.
1. Commercial fertilizer "A" for trees and shrubs during planting; slow release Agriform Planting 5-gram tablets 20-10-5 type or equal.
2. Commercial fertilizer "B" for lawn areas, applied to bed prior to sodding, to be 16-16-17 applied at the rate of ten pounds per acre.
3. Commercial fertilizer "C" for lawn areas three to four weeks after planting sod. Organic Fertilizer Milorganite (6-0-2) type or equal.

C. Herbicide: Pre-emergent for topical application in planting beds. Oxiadiazon 2G brand or pre-approved equal. Use in accordance with manufacturer's recommendation on all planting beds.

2.4 PLANT MATERIALS
A. Quality: Provide trees, shrubs, and other plants of size, genus, species, and variety shown for landscape work and complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock".
B. Deciduous Trees: Provide trees of height and caliper scheduled or shown with branching configuration recommended by ANSI Z60.1 for type and species required. Single stem trees except where special forms are shown or listed.
C. Deciduous Shrubs: Provide shrubs of the height shown or listed, not less than minimum number of canes required by ANSI Z60.1 for type and height of shrub.
D. Coniferous and Broadleafed Evergreens: Provide evergreens of sizes shown or listed. Dimensions indicate minimum spread for spreading and semi-spreading type evergreens and height for other types, such as globe, dwarf, cone, pyramidal, broad upright, and columnar. Provide normal quality evergreens with well balanced form complying with requirements for other size relationships to the primary dimension shown.

2.5 GRASS MATERIALS
A. Lawn sod: Provide strongly rooted sod, not less than 1 growing season old, and free of weeds and undesirable native grasses. Provide only sod capable of growth and development when planted (viable, not dormant).
1. Provide sod of uniform pad sizes with maximum 5% deviation in either length or width. Broken pads or pads with uneven ends will not be acceptable. Sod pads incapable of supporting their own weight when suspended vertically with a firm grasp on upper 10% of pad will be rejected.

B. Provide sod composed of: Rhizomatous Tall Fescue (RTF) from the The Turf Company, Meridian, ID (208) 888-3760 or approved equal.

2.6 MISCELLANEOUS LANDSCAPE MATERIALS
A. Anti-Desiccant: Emulsion type, film-forming agent designed to permit transpiration, but retard excessive loss of moisture from plants. Deliver in manufacturer's fully identified containers and mix in accordance with manufacturer's instructions.
B. Mulch: Mulch for planting beds shall be medium ground bark mulch, free of splinters, consistent in appearance, and shall contain no toxic substance detrimental to plant life.
C. Stakes and Guys: Provide stakes and deadmen of sound new hardwood, treated softwood, or redwood, free of knot holes and other defects. Provide wire ties and guys of 2-strand, twisted, pliable galvanized iron wire, not lighter than 12 ga. with zinc-coated turnbuckles. Provide not less than 2 inch diameter rubber or plastic hose, cut to required lengths and of uniform color, material, and size to protect tree trunks from damage by wires.

PART 3 - EXECUTION

3.1 PREPARATION - GENERAL
A. General Contractor shall be responsible for excavating planting areas to appropriate depths for placement of topsoil as specified herein.
B. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations and outline areas and secure Architect's acceptance before start of planting work. Make minor adjustments as may be required.

3.2 PREPARATION OF PLANTING SOIL
A. Before mixing, clean topsoil of roots, plants, sod, stones, clay lumps, and other extraneous materials harmful or toxic to plant growth.
B. Mix specified compost and fertilizers with topsoil at rates specified. Delay mixing fertilizer if planting will not follow placing of planting soil in a few days.
Compost: Lawn Areas: 1/4 compost, : 3/4 topsoil.
Shrub Areas: 1/3 compost, 2/3 topsoil.
Fertilizer: Per soil test and manufacture's recommendations.
C. For shrub and lawn area, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.

3.3 PREPARATION FOR PLANTING LAWNS
A. After excavating and removing surface material to proper depth, loosen subgrade of lawn areas to a minimum depth of 4 inches. Remove stones measuring over 1-1/2 inches in any dimension. Remove sticks, roots, rubbish, and other extraneous matter. Limit preparation to areas which will be planted promptly after preparation.
1. Spread topsoil mix to minimum depth of 4 inches for sodded lawns as required to meet lines, grades, and elevations shown, after light rolling, addition of amendments, and natural settlement. Place approximately 1/2 of total amount of topsoil required. Work into top of loosened subgrade to create a transition layer and then place remainder of planting soil. Add specified soil amendments as required and mix thoroughly into upper 4 inches of topsoil.

3.4 PREPARATION OF PLANTING BEDS
A. Loosen subgrade of planting areas to a minimum depth of 6 inches using a culti-mulcher or similar equipment. Remove stones measuring over 1 1/2 inches in any dimension. Remove stocks, stones, rubbish, and other extraneous matter.
B. Spread planting soil mixture to minimum 12 inch depth required to meet lines, grades, and elevations shown, after light rolling and natural settlement. Add 1 1/2 inches of specified compost over entire planting area and mix thoroughly into upper 6 inches of topsoil. Place approximately 1/2 of total amount of planting soil required. Work into top of loosened subgrade to create a transition layer, then place remainder of the planting soil.
C. Apply Pre-Emergent per manufacturer's recommendation.

3.5 PLANTING TREES AND SHRUBS
A. Set balled and burlapped (B&B) stock on layer of compacted planting soil mixture, plumb and in center of pit or trench with top of ball at same elevation as adjacent finished landscape grades. Remove burlap from sides of balls; retain on bottoms. When set, place additional backfill around base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. Place fertilizer tablets in excavated area per manufacture's written instructions. When excavation is approximately 2/3 full, water roughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill. Remove all ties from around base of trunk.
B. Set container grown stock, as specified, for balled burlapped stock, except cut cans on 2 sides with an approved can cutter and remove can; remove bottoms of wooden boxes after partial backfilling so as not to damage root balls.
C. Trees planted in turf area: Remove turf 3' dia around tree trunk. Dish top of backfill to allow for mulching.
D. Mulch pits, and planted areas. Provide not less than following thickness of mulch, and work into top of backfill and finish level with adjacent finish grades.
1. Provide 3 inches thickness of mulch.

E. If season and weather conditions dictate, apply anti-desiccant, using power spray, to provide an adequate film over trunks, branches, stems, twigs and foliage.
F. Prune, thin out, and shape trees and shrubs in accordance with standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise directed by Architect, do not cut tree leaders, and remove only injured or dead branches from flowering trees, if any. Prune shrubs to retain natural character.
G. Remove and replace excessively pruned or misformed stock resulting from improper pruning.
H. Guy and stake trees immediately after planting, as indicated.
I. Apply approved herbicide to all shrub bed areas at manufacture specified rate. Re-apply as necessary for elimination of weeds.

3.6 SODDING NEW LAWNS
A. General: Install lawn sod in all areas designated on the drawings.
B. Soil Preparation
1. Any sod lawn areas that may have become compacted prior to sodding must be scarified to a depth of eight (8) inches by approved means, then finish graded as hereinbefore described.

C. Lay sod within 24 hours from time of stripping. Do not plant dormant sod or if ground is frozen.
D. Sod Placement
1. Sod will be brought onto lawn areas by wheeled means with proper protection of sod beds. Sod layers shall be experienced, or if inexperienced, shall be constantly supervised by an experienced foreman. The Contractor shall insure that the base immediately ahead of sod layer is moist. Sod shall be laid tight with not gaps. Allowance shall be made for shrinkage. Lay sod with long edges perpendicular to primary slope.
2. Lay to form a solid mass with tightly fitted joints. Butt ends and sides of strips; do not overlap. Stagger strips to offset joints in adjacent courses. Work on boards to avoid damage to subgrade or sod. Tamp or roll lightly to ensure contact with subgrade. Work sifted soil into minor cracks between pieces; remove excess to avoid smothering of adjacent grass.
3. Sod shall be rolled with a two hundred (200) pound roller after installation to insure proper contact between soil and sod. Final rolling must provide a uniform surface. After final rolling, the sod lawn shall be mowed and watered. Approval of sod lawns shall be based on uniform, healthy and vigorous growth with no dry or dead spots.
4. Add fertilizer "B" at the manufacturer's recommended application rate.

E. Water sod thoroughly with a fine spray immediately after planting.
F. Sodded Lawn Establishment
1. The Contractor shall be responsible for first mowing, subsequent mowings and fertilizing of sod lawn areas until Final Acceptance of the project.
2. Mowing shall be done by an approved "reel" type mower. Mower blades shall be set at two (2) inches high for all mowings.
3. Subsequent fertilizing shall occur three to four weeks after installation. Apply fertilizer as per the Manufacturer's recommended application rate. Verify all methods of application. Contractor shall notify the Architect in writing that the fertilizer applications have occurred and on what dates.

3.7 MAINTENANCE
A. Begin landscape maintenance immediately after planting. Maintenance shall continue until Project Final Acceptance.
B. Maintain trees, shrubs, and other plants by pruning, cultivating, and weeding as required for healthy growth. Restore planting saucers. Tighten and repair stake and guy supports and reset trees and shrubs to proper grades or vertical position as required. Restore or replace damaged wrappings. Spray as required to keep trees and shrubs free of insects and disease.
C. Maintain lawns by watering, fertilizing, weeding, mowing, trimming, and other operations such as tolling, regrading and replanting as required to establish a smooth, acceptable lawn, free of eroded or bare areas.
D. Maintain lawns for no less than period stated above, or longer as required to establish acceptable lawn.

3.8 CLEANUP AND PROTECTION
A. During landscape work, keep pavements clean and work area in an orderly condition.
B. Protect landscape work and materials from damage due to landscape operations, operations by other contractors and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed.

3.9 INSPECTION AND ACCEPTANCE
A. When landscape work is completed, including maintenance, Architect will, upon request, make an inspection to determine acceptability.
B. When inspected landscape work does not comply with requirements, replace rejected work and continue specified maintenance until reinspected by Architect and found to be acceptable. Remove rejected plants and materials promptly from project site.

END OF SECTION

SECTION 02810 - SPRINKLER IRRIGATION

PART 1 - GENERAL

1.1 CONDITIONS AND REQUIREMENTS:
A. General and Supplementary Conditions, and Division 1 General Requirements.

1.2 SUMMARY
A. Work included:
1. Provide and install a complete and operating automatic irrigation system for all lawn and planting areas.
2. Connect to main water supply at existing site stubout as provided.
3. Sleeving under paved areas (by others)
4. Obtain and pay for all permits and fees for the work of this section.
5. Perform work on a design/construct basis, subject to the requirements of the Contract Documents, applicable codes, and good design practice.
6. Winterization of system.

1.3 SUBMITTALS
A. Within 30 days after Contractor's receipt of Owner's Notice to Proceed, submit:
1. Manufacturer's printed product information and catalog cut sheets for all system components; five copies.

B. Shop Drawings: Submit shop drawings for underground irrigation system including plan layout and details illustrating location and type of head, type and size of valve, piping circuits, circuit GPM, pipe size, controls, and accessories.
C. Record Drawings: At completion of this work, submit to the Contractor:
1. Record Drawings; reproducible and five prints.
2. Operations and Maintenance information (2 copies), including:
   a. Information including descriptive details, parts list, specifications, maintenance schedules and procedures for system components.
   b. Operation, adjustment of system and components instructions.
   c. Winterization procedures.
   d. Schedule indicating required open valve time to produce given precipitation amounts and seasonal adjustments.
   e. Warranties and guarantees.

1.4 GUARANTEE
A. Guarantee in writing all materials, equipment and workmanship furnished to be free of all defects of workmanship and materials. Within one year after date of Substantial Completion repair or replace all defective parts or workmanship that may be found at no additional cost to Owner.
B. Fill and repair all depressions and replace all necessary lawn and planting which result from the settlement of irrigation trenches for one year after date of Substantial Completion.
C. Supply all manufacturer's printed guarantees.

1.5 QUALITY ASSURANCE
A. Contractor shall be licensed in the State in which this work is being performed.
B. Contractor shall have at least two years prior experience in projects of equal or larger scope. Provide minimum of three references and list of similar projects with owners' names, addresses, and phone numbers, when requested by Owner.
C. Contractor shall employ on site at all times a foreman who is thoroughly experienced and competent in all phases of the work of this Section.

1.6 SYSTEM DESCRIPTION
A. Design requirements:
1. Minimum water coverage: Planting areas-85%, Lawn areas-100% (full head-to-head)
2. Layout system to obtain optimum coverage using manufacturer's standard heads. Spray on walks, walls or paved areas is not acceptable.
3. Zoning shall be designed for optimum use of available pressure and efficient distribution for types of plantings and shapes of planting areas.
4. Design pressures: Install pressure regulating equipment as necessary.
5. Provide/install approved fixed tee or coupling device for air blow winterization. Location shall be on main supply line downstream from main shut off valve.
6. Install approved backflow prevention device in conformance with local or prevailing codes, and in approved site location. Provide for drainage without erosive damage.

PART 2 - PRODUCTS

2.1 PIPE AND FITTINGS
A. PVC 1120, ASTM D-1784, permanently marked with manufacturer's name, schedule rating, size, type. Solvent-weld type:
1. Pipe:
   a. Pressure lines: Schedule 40 solvent weld.
   b. Lateral lines: Class 200 pvc.
   c. Sleeving: Class 200 pvc.
2. Fittings: Schedule 40 PVC, solvent-weld type. Install threaded joints where required at valves, risers, etc.
3. Risers: Lawn and shrub heads - flexible and damage-resistant plastic "polypipe" riser.
4. Solvent: NSF approved solvent for Type I & II PVC.

B. Polyethylene Pipe
1. Pipe: Class 100, 3/4" lateral line, for use on drip irrigation zone(s) where drip tubing is not otherwise used.
2. Fittings: Schedule 80 PVC.
3. Clamps: Stainless Steel.

C. Drip Line: Netafim Techline Dripperline, with .6 GPH drippers at 18" spacing.

2.2 SPRINKLER HEADS
A. Description: Appropriate for application in throw, pressure and discharge. Each type of head shall be of a single manufacturer.
1. Lawn heads: pop-up type.

B. Manufacturer: Rainbird or Hunter.

2.3 AUTOMATIC CONTROL SYSTEM
A. General; Furnish low voltage system manufactured expressly for control of automatic circuit valves of underground irrigation systems. Provide unit of capacity to suit number of circuits as indicated.
B. Control Enclosure: Maufacturer's standard wall mount with locking cover, complying with NFPA 70.
C. Circuit Control: each circuit variable from approximately 5 to 60 minutes. Including switch for manual or automatic operation of each circuit.
D. Timing Device: Adjustable 24-hour and 7 or 14 day clocks to operate any time of day and skip any day in a 7 or 14 day period.
E. Wiring: Solid or stranded direct-burial type as recommended by manufacturer of control unit; type AWG-UF, UL approved.

2.4 VALVING
A. Manual valves: brass or bronze for direct burial, gate valves, 150 pound class, threaded connection with cross type handle designed to receive operating key.
B. Automatic circuit valves: high impact plastic with corrosion-resistant internal parts. Low power solenoid control, normally closed, with manual flow adjustment.
1. Drip Control Zone Kit: Hunter PCZ-101.
2. Standard sprinkler valve shall be Rainbird PEB-PRS-B.

C. Quick coupler valve: brass or bronze construction with hinged top. One per zone.
D. Manual drain valves:
1. Bronze construction, straight type, 150 pound class, threaded connections, with cross type operating handle designed to receive operating key. Calco, Champion 100, or approved equal.
2. Size: 3/4 inch.

E. Manual Flushing Valve: Netafim Model TLSOV, two per zone (each end).

2.5 MISCELLANEOUS
A. Chemicals: primer and solvent glue as required by pipe manufacturer.
B. Valve box - high impact plastic, green in color.
C. Valve cover and frame - compatible with valve box with provision for locking.
D. Drainage backfill - clean gravel or crushed stone, graded from 3" maximum to 3/4" minimum.

PART 3 - EXECUTION

3.1 GENERAL
A. Install system to provide for adequate protection against freeze damage.
B. Install system in accordance with approved Contractor design drawings. All deviations from the plans must be approved, and clearly recorded on record drawing.
C. Install system and components in strict accordance with manufacturer's recommendations.
D. Install quick coupler(s) on main supply line, approximately equal spacing, at valve box locations or intervals of approximately 200 feet, whichever is greater. Locate adjacent to paved surfaces, at valve boxes where practical.

3.2 SURFACE CONDITIONS
A. Examine the areas and conditions under which work will be performed. Notify Contractor of conditions detrimental to timely and proper completion of Section work. Do not proceed until unsatisfactory conditions are corrected.
B. Locate all underground utilities and structures and notify Architect of any conflict with Section work. Protect structures and utilities. Repair or replace said structures or utilities damaged by this work at no cost to the Owner.

3.3 SLEEVING
A. Sleeving installed by others. Coordinate with other trades.

3.4 TRENCHING AND BACKFILLING
A. Trenching and backfilling shall be per applicable ISPWC Section.
B. Cut trenches straight and without abrupt grade changes to allow the following minimum cover:
1. Main Lines and Sleeving: 18 inches.
2. PVC Laterals: 12 inches.

C. Surround lines with 2 inches of clean rock-free material on all sides.

3.5 MISCELLANEOUS VALVES
A. Install manual drain valves up stream. Install devise at mainline tap in accordance with manufacturer requirements for complete operation. Install backflow provision and connect to controller.

3.6 CIRCUIT VALVES
A. Install in valve box, arranged for easy adjustment and removal.
1. Provide union on downstream side.
2. Install valve box on bricks - four required.
3. Install top flush with finish grade.
4. Adjust automatic control valves to provide flow rate of rated operating pressure required for each sprinkler circuit.

3.7 PIPE INSTALLATION
A. Lay PVC pipe in accordance with standard and acceptable practice. Thrust blocks to be used at points of intersection and change of direction in main line pipe as per manufacturer's recommended specifications. Install manual drains.
B. PVC pipe joints, solvent welded except as indicated. Cut pipe square, deburr, wipe from surface all saw chips, dust, dirt, moisture and any foreign matter which may contaminate the cemented joint. Apply cleaner/primer and solvent cement, make joints in accordance with manufacturer's recommendations. Use Teflon thread sealant (tape) at all threaded joints.
C.Contractor shall size pipe according to schedule provided. Flow velocities shall not exceed 5 feet/second in all cases. Lateral lines shall be laid out and installed per zone to balance the pressure loss and provide minimum fluctuation in system operating pressures.

Pipe Size	Pipe Section	Pipe Size	Pipe Section
3/4"	0-9 GPM	1 1/2"	26-34 GPM
1"	10-17 GPM	2"	35-50 GPM
1 1/4"	18-25 GPM	2 1/2"	51-80 GPM

D. Techline Drip Line: Place in shallow furrow at finish grade, below layer of specified mulch. Lay in uniform pattern in groundcover areas, or as per shrub pattern layout. Coil 20 linear feet at each balled and burlapped tree around base and to allow for tree removal if required. Flush all lines with full head of water prior to installation of flush valves at end of circuit runs.
E. Flush Valves: Install flush valve at end of each drip line run.

3.8 SPRINKLER HEADS
A. Flush circuit lines with full head of water prior to head installation.
1. Install heads at level with mulch or lawn.
2. Locate part-circle shrubbery heads to maintain a minimum distance of six inches (6") from walls and four inches (4") from other boundaries unless otherwise indicated. Keep overspray to a minimum.

3.9 CONTROL WIRE INSTALLATION
A. Bury wires beside or below main line pipe in same trench.
B. Bundle multiple wires together with tape at ten feet (10') maximum intervals.
C. Provide 36 inch loop in wires at each valve where controls are connected and at 100' maximum intervals between.
D. Make all electrical joints (splices) in boxes only. Make electrical joints waterproof per manufacturers requirements.

3.10 AUTOMATIC CONTROLLER
A. Install on site as approved. Verify location with Owner Representative.
B. Install typewritten legend inside controller door.Coordinate power with electrical.
C. Install controller per manufacturers requirements.

3.11 TESTING
A. Do not allow or cause any work of this Section to be covered up or enclosed until it has been inspected and tested.
B. Pressure testing:
1. Make necessary provision for thoroughly bleeding the line of air and debris.
2. Before testing, cap all risers, and install all valves.
3. Fill all main supply lines with water. Pressurize to 100 psi. Close air supply and test for leakage. Test shall be approved if no greater than 5 psi loss occurs in 15 minutes.
4. Fill all zone lines with water to static pressure. Hold for 15 minutes. Inspect for leakage.
5. Contractor shall provide all required testing equipment and personnel. Test shall be performed in presence of Architect. Contractor shall make notice of test (48) hours in advance.
6. Provide required testing equipment and personnel.
7. Repair leaks, and retest until acceptance by the Architect.

C. Coverage inspection: upon completion of all systems, perform a coverage test to determine if coverage of water afforded all areas is complete, adequate and uniform. Change heads, nozzles, orifices and/or adjustment as directed to provide uniform coverage.
D. Final inspection:
1. Clean, adjust, and balance all systems. Verify that:
   a. Remote control valves are properly balanced;
   b. Heads are properly adjusted for radius and arc of coverage;
   c. The installed system is workable, clean and efficient.

E. Winterization: Winterize system at the end of first season of system operation. Review procedures with Owner Representative.

END OF SECTION

JENSENBELTS ASSOCIATES
Site Planning / Landscape Architecture
1509 Tyrell Lane, Ste 130 Boise, ID 83706
Ph. (208) 343-7175 www.jensenbelts.com

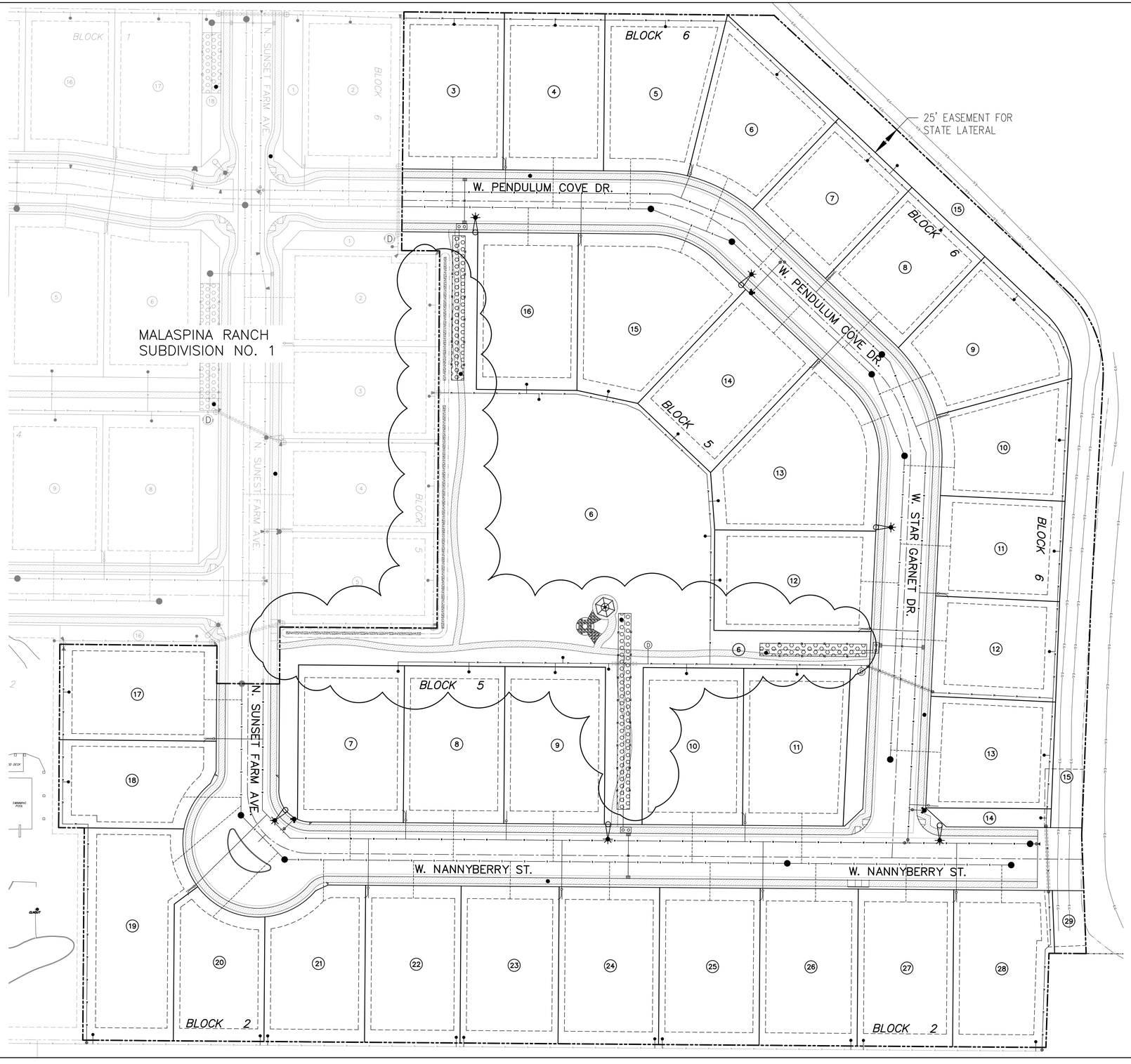
Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
1119 E. STATE STREET, SUITE 210
EAGLE, ID 83616
TEL 208-938-0013
www.baileyengineers.com

CHECKED BY: KCS
DRAWN BY: JJN

REVISED
NO. DATE DESCRIPTION

FINAL PLAT LANDSCAPE PLAN
MALASPINA SUBDIVISION NO. 2
CHALLENGER DEVELOPMENT, INC.

DATE: 03-25-2021
PROJECT: JBA-2124
SHEET L3



LEGEND

- EXISTING 18" SEWER LINE
- EXISTING WATER LINE
- NEW STORM DRAIN
- NEW WATER LINE
- NEW SEWER LINE
- NEW 18" SEWER LINE
- NEW PRESSURE IRRIGATION LINE W/ SERVICE
- EXISTING PRESSURE IRRIGATION LINE
- NEW GRAVITY IRRIGATION LINE
- BOUNDARY LINE
- ROADWAY CENTER LINE
- ROADWAY RIGHT-OF-WAY
- LOT LINE
- SLEEVE
- NEW SANITARY SEWER MANHOLE
- EXISTING SANITARY SEWER MANHOLE
- 4" SEWER SERVICE LINE
- TYPICAL SINGLE WATER SERVICE
- TYPICAL DOUBLE WATER SERVICE
- PROPOSED FIRE HYDRANT
- LOT NUMBER
- CATCH BASIN
- LED STREET LIGHT
- PRESSURE IRRIGATION/WATER VALVE
- DRAIN VALVE
- SAND AND GREASE TRAP

REISSUE ENTIRE SHEET
10-19-2021
MODIFICATION TO REFLECT MEANDERING PATHWAYS/ PLAYGROUND BLOCKS OF LANDSCAPE; INFILTRATION SWALE FOR LARGE COMMON LOT & DOUBLE WATER SERVICE TO LOT 6 BLOCK 5

40 0 20 40 80
SCALE IN FEET
1"=40'

Plans Are Accepted For Public Street Construction

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

BY_____DATE:_____
ADA COUNTY HIGHWAY DISTRICT

Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
1110 E. STATE STREET, SUITE 210
EAGLE, ID 83616
TEL 208-938-0013
www.baileyengineers.com

PROFESSIONAL ENGINEER LICENSED 10/19/2021 19852 STATE OF IDAHO BEEMA DAHAL

CHECKED BY:
DAVID A. BAILEY P.E.

DRAWN BY:
BD

REVISED
NO. DATE DESCRIPTION
△05-03-2021 ACHD, CITY OF KUNA
△07-16-2021 CITY OF KUNA

MASTER UTILITY PLAN

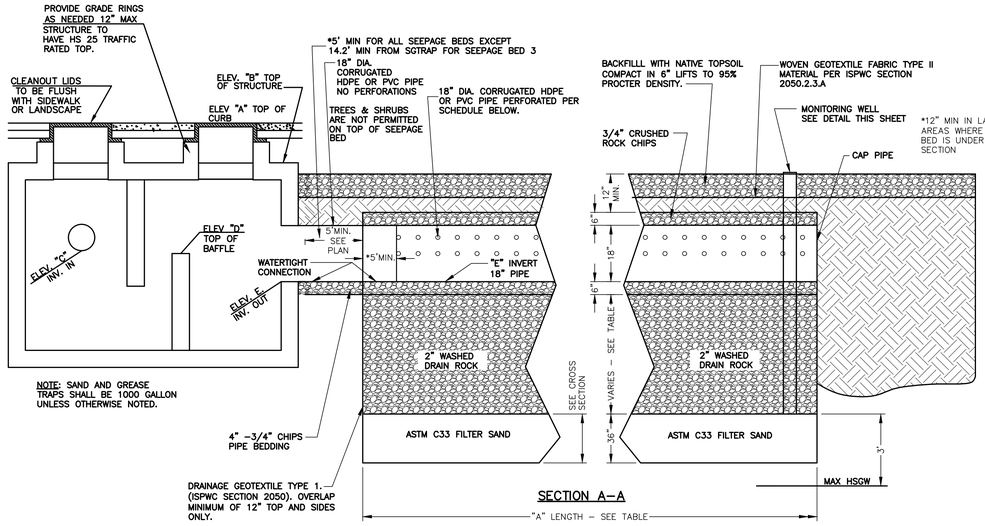
MALASPINA RANCH SUBDIVISION NO. 2

CHALLENGER DEVELOPMENT

DATE:
03-02-2021

PROJECT:
C2018-028

SHEET
3.2



GENERAL NOTES
1. CONTACT DESIGN ENGINEER IF GROUNDWATER IS ENCOUNTERED FOR SEEPAGE BED RESIZING.
2. ALL VAULTS, MANHOLES & SAND AND GREASE TRAPS MUST BE HS25 OR GREATER LOAD RATED.
3. ALL GEOTEXTILE SEAMS SHALL OVERLAP 1 FOOT MIINIMUM, UNLESS OTHERWISE DIRECTED PER MANUFACTURER.
4. 18" OF ASTM C33 FILTER SAND IS MINIMUM EXCAVATION.
5. NOT USED.
6. ALL SERVICES CONFLICTING W/ SEEPAGE BED MUST BE CONSTRUCTED PER ACHD STANDARD DETAIL #12.

NOTE:
1. DRAINAGE CONTRACTOR SHALL INSTALL 2" SCH 80 WATER CLASS PIPE CONDUITS THROUGH THE SEEPAGE TRENCHES FOR WATER LINES, UNDERGROUND POWER LINES, GAS LINES AND TELEPHONE LINES. SEWER SERVICES SHALL BE PLACED IN 6" DIA. SCH 80 WATER CLASS PIPE THROUGH SEEPAGE TRENCHES. THE PRECISE LOCATION, DEPTH AND SIZE SHALL BE DETERMINED BY THE ENGINEER.
2. GROUNDWATER WAS NOT ENCOUNTERED IN THE TEST EXCAVATIONS ON THIS SITE, GROUNDWATER CAN BE EXPECTED AT ABOUT 40-50 FEET DEPTH BELOW THE ORIGINAL GROUND. IF GROUNDWATER IS ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY FOR REDESIGN OF SEEPAGE TRENCHES TO PROVIDE 3' MINIMUM CLEARANCE BETWEEN GROUNDWATER AND THE BOTTOM OF THE TRENCH. UNTIMELY NOTIFICATION OF THE ENGINEER MAY RESULT IN ADDITIONAL COSTS TO THE CONTRACTOR. REFER TO GROUNDWATER MONITORING REPORT PREPARED BY MTI DATED 06/08/2007.
3. ALL MONITOR WELLS SHALL HAVE A CONCRETE APRON POURED AROUND THE CAP.
4. CONTRACTOR TO HAVE PERCOLATION TEST PERFORMED BY SOILS ENGINEER AFTER SEEPAGE TRENCH IS FULLY EXCAVATED. IF THE PERCOLATION IS LESS THAN SPECIFIED BY THE SOILS REPORT AND ENGINEER (1"/HOUR), CONTRACTOR MAY NEED TO BLAST OR BORE TO CREATE CONDUIT FOR DRAINAGE TO OCCUR OR REDESIGN THE SYSTEM TO ACHIEVE THE REQUIRED INFILTRATION. ACHD STAFF WILL NEED TO BE PRESENT AT THE INFILTRATION TEST AFTER THE FACILITY IS ⚠ EXCAVATED.

TABLE OF DIMENSIONS

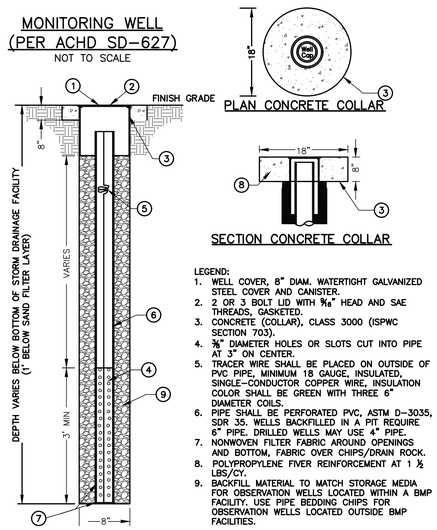
DESCRIPTION	LENGTH	WIDTH	DEPTH	"E" 18" PIPE INVERT	"TOP ELEV" SEEPAGE BED	LOWEST TOP BACK CURB AT SEEPAGE BED	"BOTTOM ELEV" SEEPAGE BED	V100 (FT^3)
SEEPAGE TRENCH #1	115'	10'	10'	2678.42	2680.42	N/A	2670.42	4,594
SEEPAGE TRENCH #2	85'	10'	10'	2682.54	2684.54	N/A	2674.54	3,406
SEEPAGE TRENCH #3	156'	10'	10'	2682.49	2684.49	N/A	2674.49	6,252

NOTE: ACHD WILL PROVIDE ELECTRONIC MARKERS TO MARK CORNERS OF SEEPAGE TRENCHES. CONCTRACTOR TO COORDINATE W/ ACHD INSPECTION STAFF FOR PLACEMENT OF THE MARKERS DURING CONSTRUCTION AND PRIOR TO BACKFILL OF THE SEEPAGE TRENCHES.

^NOTE:
PER ACHD BMP 20 ANGULAR 3/4" TO 2" ROCK IS REQUIRED WITH MIN 50% SINGLE FRACTURED FACE WHERE <1.0 FT FROM TOP OF BED TO ROAD SUBGRADE. STANDARD 2" DRAIN ROCK CAN BE USED IN BEDS WITHIN LANDSCAPE AREAS.

MONITORING WELL (PER ACHD SD-627)

NOT TO SCALE



LEGEND:
1. WELL COVER, 8" DIAM. WATERTIGHT GALVANIZED STEEL COVER AND CANISTER.
2. 2 OR 3 BOLT LID WITH 9/16" HEAD AND SAE THREADS, GASKETED.
3. CONCRETE (COLLAR), CLASS 3000 (ISPWC SECTION 703).
4. 3/8" DIAMETER HOLES OR SLOTS CUT INTO PIPE AT 3" ON CENTER.
5. TRACER WIRE SHALL BE PLACED ON OUTSIDE OF PVC PIPE, MINIMUM 18 GAUGE, INSULATED, SINGLE-CONDUCTOR COPPER WIRE. INSULATION COLOR SHALL BE GREEN WITH THREE 6" DIAMETER COILS.
6. PIPE SHALL BE PERFORATED PVC, ASTM D-3035, SDR 35. WELLS BACKFILLED IN A PIT REQUIRE 6" PIPE. DRILLED WELLS MAY USE 4" PIPE.
7. NONWOVEN FILTER FABRIC AROUND OPENINGS AND BOTTOM, FABRIC OVER CHIPS/DRAIN ROCK.
8. POLYPROPYLENE FIVER REINFORCEMENT AT 1 ½ LBS/CY.
9. BACKFILL MATERIAL TO MATCH STORAGE MEDIA FOR OBSERVATION WELLS LOCATED WITHIN A BMP FACILITY. USE PIPE BEDDING CHIPS FOR OBSERVATION WELLS LOCATED OUTSIDE BMP FACILITIES.

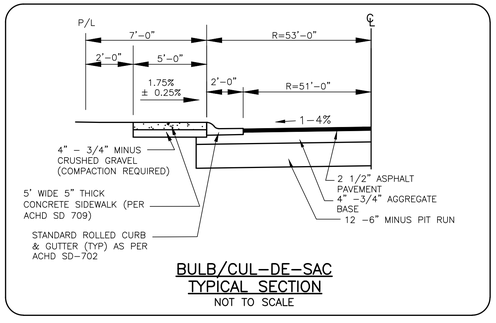
WELL SECTION

NOTES:
A. GOUNDWATER OBSERVATION WELLS ARE FOR MEASUREMENT OF GROUNDWATER LEVELS WITHIN OR NEAR STORM DRAINAGE FACILITIES.
B. THIS DETAIL IS FOR WELLS INSTALLED BY DRILLING OR BY EXCAVATED PITS.
C. LOCATION OF GROUNDWATER WELLS SHALL BE APPROVED BY ACHD
D. OBSERVATION WELLS NOT ALLOWED IN CURB OR VALLEY GUTTER SECTION.

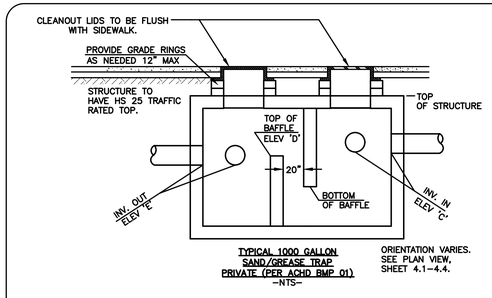
MONITOR WELL LOCATIONS

ONE WELL IN EACH TRENCH, ONE CONST. W/ EACH TRENCH 50+ FT AWAY

WELL #	NORTH	EAST	LOCATION
#1A	N 674456.42	E 2444950.42	5' FROM END OF TRENCH
#1B	N 674614.12	E 2445005.64	ACROSS STREET FROM TRENCH
#2A	N 674234.36	E 2445193.45	5' FROM END OF TRENCH
#2B	N 674185.07	E 2445319.39	ACROSS STREET FROM TRENCH
#3A	N 674260.83	E 2445078.29	5' FROM END OF TRENCH
#3B	N 674052.58	E 2445019.74	ACROSS STREET FROM TRENCH



BULB/CUL-DE-SAC TYPICAL SECTION
NOT TO SCALE



TYPICAL 1000 GALLON SAND/GREASE TRAP PRIVATE (PER ACHD BMP 01)
-NTS-

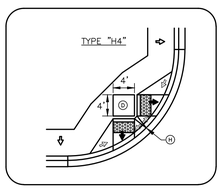
ORIENTATION VARIES. SEE PLAN VIEW, SHEET 4.1-4.4.

TABLE OF SAND AND GREASE TRAP DIMENSIONS

DESCRIPTION	ELEV 'A' TOP BACK CURB	FG AT SG TRAPS	INV. IN. ELEV 'C'	TOP OF BAFFLE ELEV 'D'	INV. OUT ELEV 'E'
S&G TRAP #1	2682.38	2682.44	2679.27	2679.17	2678.42
S&G TRAP #2	2686.50	2686.61	2683.39	2683.29	2682.54
S&G TRAP #3	2686.45	2686.52	2683.34	2683.24	2682.49

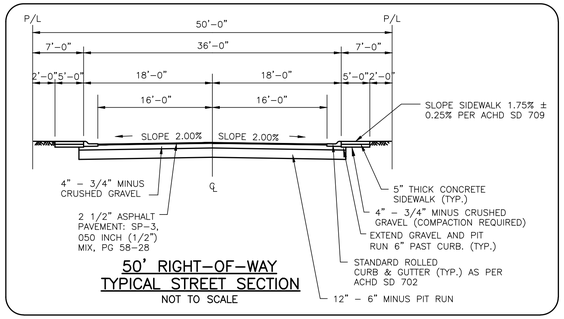
PEDESTRIAN RAMP FOR ROLLED CURB

NOT TO SCALE



NOTES
- (A) RAMPS FOR CORNERS W/ MIN 15' RADIUS AND UTILIZING ROLLED CURB
- (B) RAMPS ARE CONTAINED WITHIN THE CURB RADIUS
- (C) RAMP DIMENSIONS
  - CURB TYPE= STANDARD 3" ROLLED CURB PER ISPWC SD-702
  - THROAT DEPTH= 4' FROM FACE OF CURB
  - THROAT WIDTH= 4' MIN
  - WING= 3' TRAVERSABLE
  - WING= 1.5' NON TRAVERSABLE
- (D) RAMPS REQUIRE A MINIMUM 4'x4' LANDING IN SIDEWALK @ 1.5% +/- 0.5% (2% MAX SLOPE)
- (E) RAMPS SHALL NOT EXCEED 12:1 (8.3%) SLOPE TRAVERSABLE WINGS SHALL NOT EXCEED 10:1 (10%) SLOPE
- (F) NON TRAVERSABLE AREA= PATTERNED CONCRETE\LANDSCAPED AREA
- (G) 4'x4' FLAT STREET SIDE LANDING REQUIRED
- (M) CURB IS NOT REQUIRED TO BE FULL HEIGHT
- (I) DETECTABLE WARNING PER ISPWC SD-712

LEGEND
- 1.5%±0.5% (2% MAX SLOPE)
- 7.3%±1.0% (8.3% MAX SLOPE)
- 9%±1.0% (10% MAX SLOPE)



50' RIGHT-OF-WAY TYPICAL STREET SECTION
NOT TO SCALE

Plans Are Accepted For Public Street Construction

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

BY Greg Korsak DATE: 8/31/2021
ADA COUNTY HIGHWAY DISTRICT

Bailey Engineering, Inc.
CIVIL ENGINEERING | PLANNING | CADD
1119 E. STATE STREET, SUITE 210
EAGLE, ID 83616
TEL 208-938-0013
www.baileyengineers.com

PROFESSIONAL ENGINEER LICENSED 07/19/2021 19852 STATE OF IDAHO BEEMA DAHAL

CHECKED BY: DAVID A. BAILEY P.E.
DRAWN BY: BD

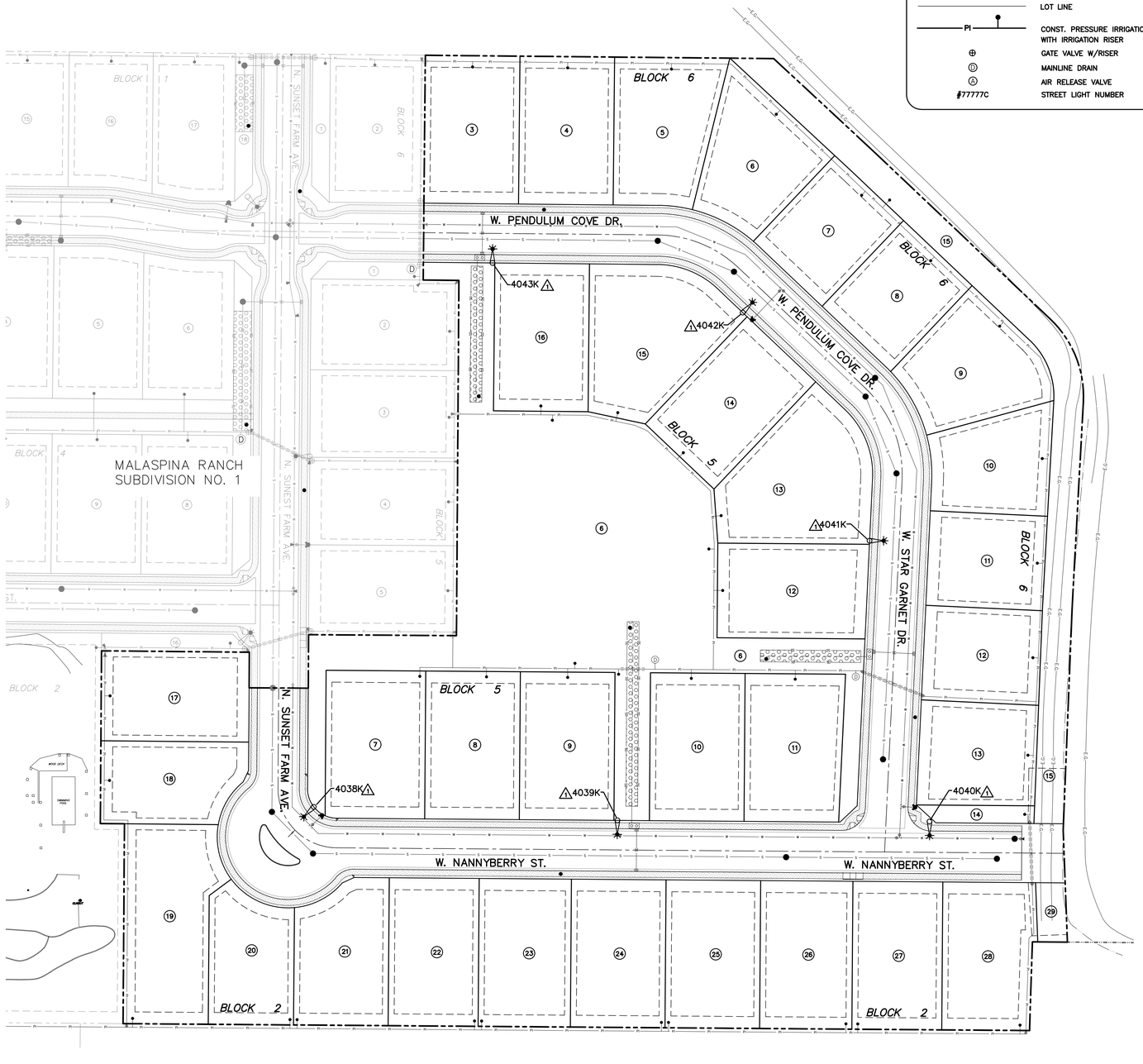
REVISED
NO. DATE DESCRIPTION
1 03-03-2021 ACHD, CITY OF KUNA
2 07-16-2021 CITY OF KUNA

STREET & DRAINAGE DETAILS
MALASPINA RANCH SUDIVISION NO. 2
CHALLENGER DEVELOPMENT

DATE: 03-02-2021
PROJECT: C2018-028
SHEET 4.5

LEGEND

- SUBDIVISION BOUNDARY LINE
- CENTERLINE
- RIGHT-OF-WAY LINE
- LOT LINE
- PI — CONST. PRESSURE IRRIGATION LINE WITH IRRIGATION RISER
- GATE VALVE W/RISER
- (D) MAINLINE DRAIN
- (A) AIR RELEASE VALVE
- #77777C STREET LIGHT NUMBER



SCALE IN FEET
1"=50'

LEGEND:

1. 6-#4 VERTICAL REBAR
2. 6" LAP
3. ANCHOR BOLT SIZES AND LOCATIONS PER MANUFACTUR'S SPECIFICATIONS
4. 4" TO 6" STUBS
5. INSULATED BUSHING REQUIRED WHEN CONDUIT IS USED PER MANUFACTURER'S SPECIFICATIONS
6. PER MANUFACTURER'S SPECIFICATIONS
7. SIDE WALK LINE OR GRADE LINE
8. J-BOX
9. 1" MINIMUM DIAMETER
10. (4) ANCHOR BOLTS WITH DOUBLE NUTS FOR PLUMBING POLE GALVANIZED, WITH (3) GALVANIZED NUTS AND (2) GALVANIZED WASHERS PER BOLT
11. 4-#4 REBAR HOOPS
12. C-3000 CONCRETE AS PER SECTION 700 ISPWC
13. USSL-A01-D-U-T3-MA-BK - 57w INTERIOR - SUBDIVISION USSL-A02-D-U-T3-MA-BK - 87w EXTERIOR - R/W LIGHTS
14. STEEL SQUARE STRAIGHT LIGHTING POLES - ASSS25X4118L - 25' - 4" - 11 GAUGE - INTERIOR SUBDIVISION ASSS30X5118L - 30' - 5" - 11 GAUGE OR APPROVED EQUAL - EXTERIOR R/W LIGHTS
15. FUSE LOCATION
16. WATER-TIGHT HANDHOLE
17. BACKFILL TO BE COMPACTED TO 95% OF ASTM D698
18. BLACK BACKGROUND WHITE NUMBER VINYL STICKERS 1-1/2" X 2-1/2"

NOTES:

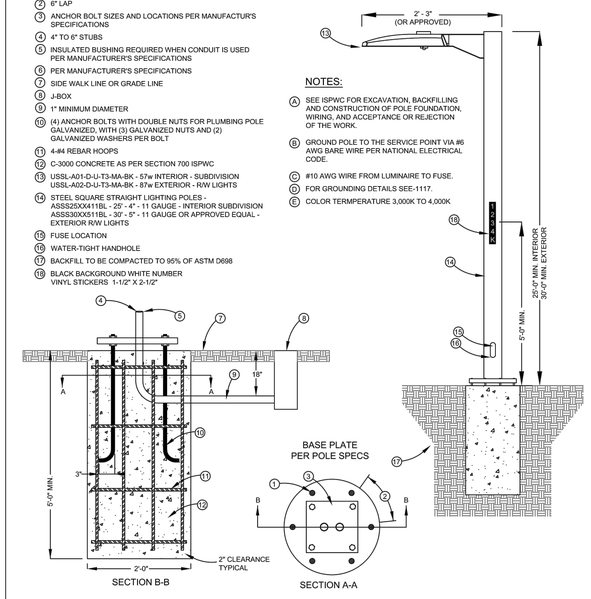
A. SEE ISPWC FOR EXCAVATION, BACKFILLING AND CONSTRUCTION OF POLE FOUNDATION, WIRING, AND ACCEPTANCE OR REJECTION OF THE WORK.

B. GROUND POLE TO THE SERVICE POINT VIA #6 AWG BARE WIRE PER NATIONAL ELECTRICAL CODE.

C. #10 AWG WIRE FROM LUMINAIRE TO FUSE.

D. FOR GROUNDING DETAILS SEE-1117.

E. COLOR TERMPERATURE 3,000K TO 4,000K



ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS

v.11/9/2020

CITY OF KUNA
(208) 287-1728
www.KunaID.gov

STANDARD METAL STREET LIGHT DETAIL
KUNA STANDARD DRAWING K-1116

Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: Paul A. Stevens, P.E.
Paul A. Stevens, P.E.
Kuna City Engineer
Date: 09/01/2021

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PROFESSIONAL ENGINEER LICENSED 07/19/2021 19852 STATE OF IDAHO BEEMA DAHAL

CHECKED BY: DAVID A. BAILEY P.E.
DRAWN BY: BD

REVISED
NO. DATE DESCRIPTION
1 05-03-2021 ACHD, CITY OF KUNA
2 07-16-2021 CITY OF KUNA

STREET LIGHTING PLAN
MALASPINA RANCH SUBDIVISION NO. 2
CHALLENGER DEVELOPMENT

DATE: 03-02-2021
PROJECT: C2018-028
SHEET 6.3

119 of Plats at Pages 18420 through 18423 Records of Ada County, Idaho, a copy of which is attached hereto as Exhibit D, which is made a part hereof.

Section 16. "Property" shall mean that certain real property shown on the Plat and legally described on the attached Exhibit A, and such other annexations or other additions thereto as may hereafter be brought within the jurisdiction of this Declaration.

Section 17. "Regular Assessments" shall mean the cost of maintaining, improving, repairing, managing and operating the Common Lots, including all Improvements thereon or thereto, and all other costs and expenses incurred to conduct the business and affairs of the Association which is levied against the Lot of each Owner by the Association, pursuant to the terms of this Declaration or any supplemental declaration.

Section 18. "Restrictions" shall mean the restrictions, covenants, limitations, conditions and equitable servitudes that will apply to the Property and use of any and all portions thereof as specified in this Declaration.

Section 19. "Special Assessments" shall mean that portion of the costs of the capital improvements or replacements, equipment purchases and replacements or shortages in Regular Assessments levied against the Lot of each Owner by the Association.

ARTICLE IV: GENERAL USES AND REGULATION OF USES

Section 1. Single Family Lots. Each Lot within the Property shall be used for single family, detached Dwelling Units only, and for the common social, recreational or other reasonable uses normally incident to such use, and also for such additional uses or purposes as are from time to time determined appropriate by the Board. Lots may be used for the purposes of operating the Association and for the management of the Association if required. The provisions of this Section shall not preclude Declarant from conducting sales, construction, development and related activities from Lots owned by Declarant.

No shack, tent, trailer house, basement only, split entry or mobile homes shall be allowed.

All Dwelling Units shall be a minimum of 1,600 square feet, not including garages.

Section 2. Common Lots. The Association shall own and be responsible for the maintenance, repair and replacement of the Common Lots including any and all Improvements located thereon. The Association shall maintain and operate these Common Lots in a competent and attractive manner, including snow removal, if appropriate, and the watering, mowing, fertilizing and caring for any and all lawns, shrubs and trees thereon. Nothing shall be altered or constructed in or removed from the Common Lots except upon written consent of the Board and in accordance with procedures required herein and by law. Every Owner shall have a right and easement of enjoyment in and to the Common Lots which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provisions (and subject to all other terms contained in this Declaration):

(a) the right of the Association to charge reasonable admission and other fees or Assessments for the use of any recreational facility situated upon a Common Lot;

(b) the right of the Association to adopt rules and regulations governing the use of any recreational facility situated upon a Common Lot; and

(c) the right of the Association to suspend the voting rights and use of any recreational facility by an Owner for any period during which any Assessment remains unpaid and/or for any infraction of its rules and regulations.

The Common Lots cannot be mortgaged, conveyed or encumbered without the approval of at least two-thirds (2/3) of the Class A Members. If ingress or egress to any Lot is through any portion of the Common Lots, any such conveyance or encumbrance shall be subject to an easement of the Owners for the purpose of ingress and egress.

Section 3. Home Occupations. Assuming all governmental laws, rules, regulations, and ordinances are complied with, home occupations may be conducted from the interior of Dwelling Units **provided such home occupations 1) do not increase the burdens on the public or private streets (including increased traffic) and/or 2) do not unreasonably interfere with any other Owner's use and enjoyment of his or her Lot.** If the Board determines, in its sole and absolute discretion, that a home occupation is increasing the burden on the public or private streets and/or unreasonably interfering with any other Owner's use and enjoyment of his or her Lot, the Board shall have the right to terminate any Owner's ability to conduct a home occupation from his or her Dwelling Unit. Notwithstanding the foregoing, Declarant may conduct any business operation it sees fit from any portion of the Property owned by it, regardless of the impact on the public or private streets or the use and enjoyment of an Owner's Lot.

Section 4. Vehicle and Other Storage. Unenclosed areas, which include driveways and all other unenclosed paved areas within the Property, are restricted to use for temporary parking of operative motor vehicles of Owners and their family members, invitees and licensees, provided that such vehicles are parked so as to not interfere with any other Owner's right of ingress and egress to his or her Lot. Notwithstanding the foregoing, the parking of equipment (lawn or otherwise), inoperative vehicles, motor homes, campers, trailers, boats, any other recreational vehicles and other items on the Property is strictly prohibited unless parked within an Owner's garage (and said garage door is closed) or other enclosed area approved by the Architectural Committee. For purposes of this Section, temporary parking shall be parking for no more than twenty-four (24) hours at any one time.

The Board may remove any inoperative vehicle, or any unsightly vehicle, and any other vehicle, motor home, camper, trailer, boat, equipment or item improperly parked or stored after three (3) days' written notice to the known owner thereof or, in the event such owner is unknown, posted on such item, at the risk and expense of the owner thereof.

Notwithstanding anything in this Section to the contrary, all Owners, as well as their family members, invitees and licensees, must abide by all parking and other signs posted within the Property by the Declarant and/or the Association, if any.

Section 5. Compliance With Laws, Rules and Ordinances. Neither the Association nor any Owner, or their respective family members, invitees or licensees, shall permit anything to be done or kept in his or her Lot or Dwelling Unit or any part of the Common Lots which would be in violation of any laws, rules, regulations or ordinances.

CENTRAL DISTRICT HEALTH

Serving Ada, Boise, Elmore, and Valley Counties
https://cdh.idaho.gov

File Number:5642

September 22, 2021

Ada County Recorder
Attn: Phil McGrane
200 West Front Street
Boise, ID 83702

RE: Malaspina Ranch Subdivision No. 2

Dear Mr. McGrane:

Central District Health has reviewed and does approve the final plat for this subdivision for central water and central sewer facilities. Final approval was given September 22, 2021.

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied based on a review by a Qualified Licensed Professional Engineer (QLPE) representing the City of Kuna and the QLPE approval of the design plans and specifications and the conditions imposed on the developer for continued satisfaction of the sanitary restrictions. Buyer is cautioned that at the time of this approval, no drinking water extensions or sewer extensions were constructed. Building construction can be allowed with appropriate building permits if drinking water extensions or sewer extensions have since been constructed or if the developer is simultaneously constructing those facilities. If the developer fails to construct facilities then sanitary restrictions may be reimposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval, and no construction of any building or shelter requiring drinking water or sewer/septic facilities shall be allowed.

If you have any questions, please call 208-327-8517.

Sincerely,

Lori Badigian, R.E.H.S.
Senior Environmental Health Specialist

cc: Challenger Development, Inc.
Bailey Engineering
City of Kuna

LB:bk

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

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

Brady Barroso
Engineering Technician I

FINAL PLAT MEMORANDUM

To:	**Doug Hanson**	**- Planning and Zoning Director**
From:	**Brady Barroso**	**- Engineering Technician I**
	Catherine Feistner	**- Assistant City Engineer**
Date:	**21 November 2022**	
RE:	**Public Works Comments**	
	Malaspina Ranch Subdivision No. 2 – 22-13-FP (Final Plat)	

The Malaspina Ranch Subdivision No. 2, 22-13-FP, Final Plat request dated 16 November 2022 has been reviewed. This review is based on land use as allowed or permitted in a "R-4" zone. This application encompasses approximately 11 acres. This application contains a total of 33 single-family residential lots and 4 common lots.

Public Works staff supports approval of this final plat. The plat may be officially approved after all conditions are met.

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

1) Inspection & Fees

a) The responsible engineer of record shall provide record drawings upon completion.
b) The inspection fees for City inspection of the construction of public water, sewer and irrigation facilities associated with this development have been paid.

2) General

a) Malaspina Ranch Subdivision No. 2, 22-13-FP will increase demand on constructed facilities and on water rights provided by others.
b) The applicant provided engineering certification on all final engineering drawings/record drawings.
c) Provide final plat showing all modifications stemming from construction.

3) Sanitary Sewer Connection

a) This project is in agreement with the sewer master plans.
b) This project has previously reserved capacity in the Danskin Lift Stations.

4) Potable Water Connection

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

5) Pressurized Irrigation

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

6) Grading and Storm Drainage

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

7) Final Plat

a) Comments may result from the final construction review.
   (1) The final plat appears complete.
   (2) Upon project completion, the final plat must be compared with the record construction drawings. All lot line adjustments, easements and similar items must be recorded on the final plat such that an accurate and truthful document results.

8) As-Built Drawings

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

9) Exhibits

a) Due to previous approvals for this project, no maps are needed or included to support Public Works comments.

KUNA RURAL FIRE DISTRICT
EST. 1951

150 W BOISE ST
PO Box 607
Kuna, ID 83634
PHONE: (208) 922-1144
FAX: (208) 922-1982

Date: 11/16/2021
From: Kuna Rural Fire District

Regarding: Malaspina Ranch No.2
22-13-FP
Kuna, ID

The Fire District can support approval for Malaspina Ranch Subdivision No.2 with the following conditions. Final approval will be subject to satisfactory field inspection.

- Fire Apparatus Access:

  Plans indicate service roadway connections at W Pendulum Cove Drive and Sunset Farm Avenue connecting to phase one. These service roadways shall be maintained unobstructed during construction of future dwellings. No Parking Fire Lane signs are required where streets are less than 32 feet in width. Refer to IFC appendix "D103.6 & D107" for details.

- Fire Hydrants:

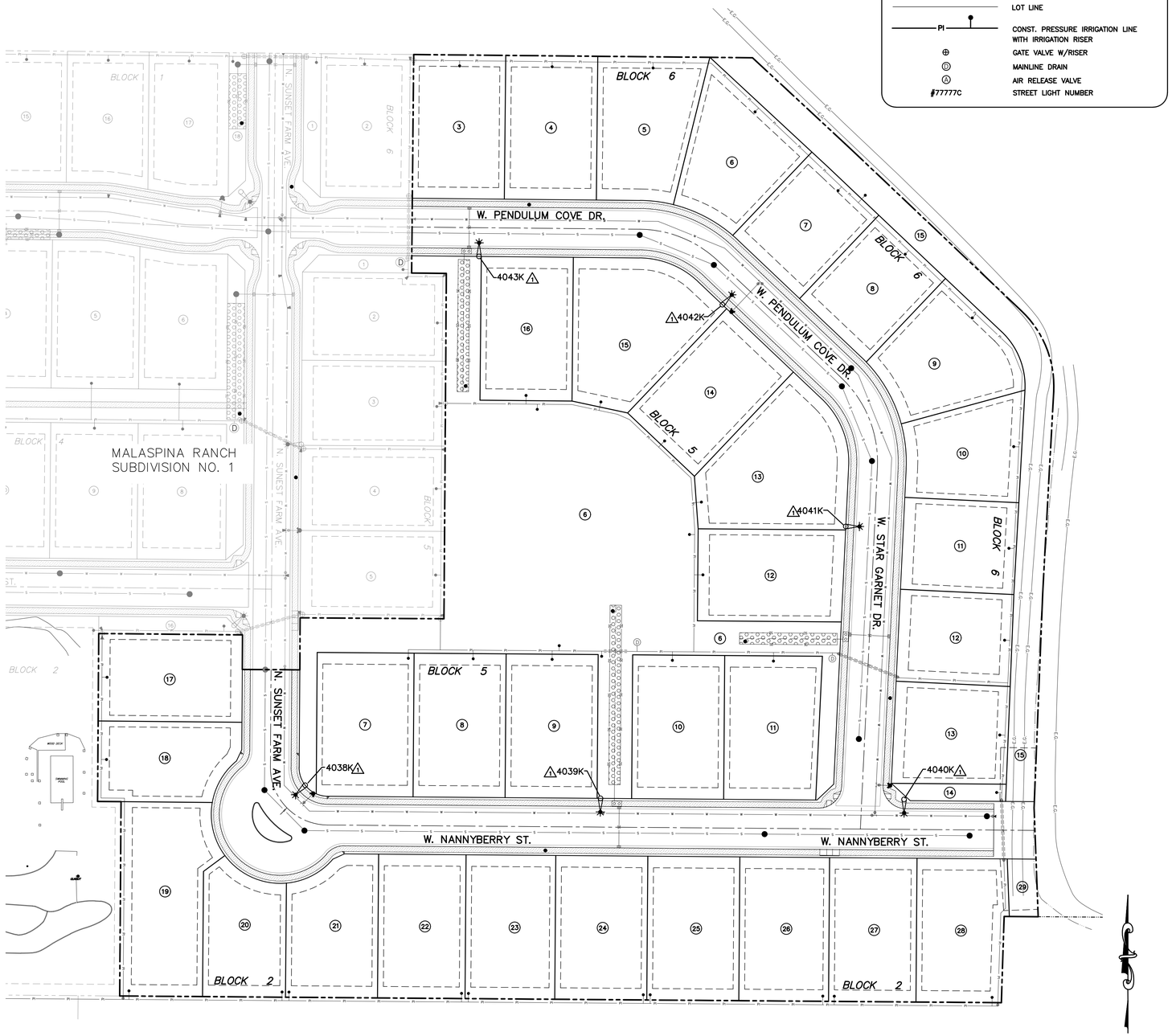
  Fire hydrants are indicated on plans with at least one fire hydrant available along approved service roadways and within 600 lineal feet of the furthest exterior portion of each future residential building. Hydrants and fire flow shall be designed to meet the minimum requirements of IFC appendix B105 for one- and two-family dwellings. Final approval will be subject to satisfactory field flow testing by the Fire Department.

Premises Identification:

- New buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address numbers shall be not less than 4 inches high with a minimum stroke of ½ inch. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other means shall be used to identify the structure. (IFC 505.1)

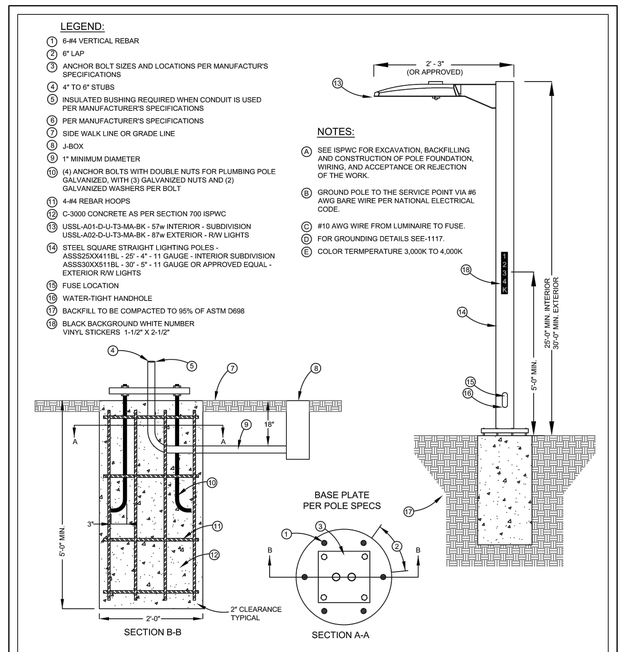
Regards,

Kuna Rural Fire District
Kuna, ID 83634
1.208.922.1144 (main)



LEGEND

- SUBDIVISION BOUNDARY LINE
- CENTERLINE
- RIGHT-OF-WAY LINE
- LOT LINE
- PI — CONST. PRESSURE IRRIGATION LINE WITH IRRIGATION RISER
- ⊕ GATE VALVE W/RISER
- (D) MAINLINE DRAIN
- (A) AIR RELEASE VALVE
- #77777C STREET LIGHT NUMBER



ALL PRODUCTS AS LISTED OR APPROVED SUBSTITUTIONS

v.11/9/2020

CITY OF KUNA
(208) 287-1728
www.KunaID.gov

STANDARD METAL STREET LIGHT DETAIL
KUNA STANDARD DRAWING K-1116

50 0 25 50 100
SCALE IN FEET
1"=50'

APPROVED
By Scott Arellano at 3:55 pm, Nov 16, 2022

Water, sewer, and irrigation plans are approved for construction. The design registered professional engineer's responsibilities and obligations listed in IDAPA 10.01.02 remain in effect.

By: Paul A. Stevens, P.E.
Paul A. Stevens, P.E.
Kuna City Engineer
Date: 09/01/2021

Bailey Engineering, Inc.
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PROFESSIONAL ENGINEER LICENSED 07/19/2021 19852 STATE OF IDAHO BEEMA DAHAL

CHECKED BY: DAVID A. BAILEY P.E.
DRAWN BY: BD

REVISED
NO. DATE DESCRIPTION
1 05-03-2021 ACHD, CITY OF KUNA
2 07-16-2021 CITY OF KUNA

STREET LIGHTING PLAN
MALASPINA RANCH SUBDIVISION NO. 2
CHALLENGER DEVELOPMENT

DATE: 03-02-2021
PROJECT: C2018-028
SHEET 6.3

RESOLUTION NO. R88-2022
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO:

- **PROVIDING CERTAIN FINDINGS; AND**
- **ADOPTING, APPROVING AND ENACTING THE ENVISION KUNA - 2019 COMPREHENSIVE PLAN (MAPS) AMENDMENT INCLUDING THE FUTURE LAND USE MAP FOR THE CITY OF KUNA, IDAHO; AND**
- **DIRECTING THE CITY CLERK ; AND**
- **ESTABLISHING AN EFFECTIVE DATE.**

NOW, THEREFORE BE IT RESOLIVED by the Mayor and City Council of the City of Kuna, Ada County, state of Idaho (the "City"):

Section No. 1. Findings:

1.1 The City is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code; and

1.2 The City has and is exercising all the powers required and authorized by the Local Land Use Planning Act [Chapter 65 of Title 67, Idaho Code], which includes comprehensive planning designed to prepare, implement, and review and update a comprehensive plan in compliance with Idaho Code Sections 67-6508 and 67-6509; and

1.3 On December 6, 1977, the City Council approved and adopted the City's Comprehensive Plan entitled the "KUNA COMPREHENSIVE PLAN" (the 1977 Comprehensive Plan) by Resolution Number 85; and

1.4 On October 25, 1979, the City Council adopted an amendment to the City's 1977 Comprehensive Plan by Resolution Number 90; and

1.5 On July 1, 1980, the City Council adopted an amendment to the City's 1977 Comprehensive Plan by Resolution Number 93; and

1.6 On July 21, 1998, the City Council adopted a revision to the City's Comprehensive Plan entitled "A COMPREHENSIVE PLAN CITY OF KUNA, IDAHO", as the new Comprehensive Plan (the 1988 Comprehensive Plan) by Resolution Number 165; and

1.7 On September 8, 2003, the City Council adopted a revision to the City's Comprehensive Plan entitled "A COMPREHENSIVE PLAN for the CITY OF KUNA, IDAHO" as the new Comprehensive Plan (the 2003 Comprehensive Plan) by Resolution Number 205; and

1.8 On January 19, 2016, the City Council adopted an amendment to the City's Comprehensive Plan entitled "2015 COMPREHENSIVE PLAN" as the new Comprehensive Plan by Resolution Number R04-2016; and

1.9 On June 16, 2019, the City Council approved and adopted the City's Comprehensive Plan entitled the "ENVISION KUNA" (the 2019 Comprehensive Plan) as the new Comprehensive Plan by Resolution Number R49-2019; and

1.10 On February 14, 2022, pursuant to Kuna City Code 5-1A-3-B and Idaho Code §67-6509(a) the City provided notice to the agencies and political subdivisions regarding the public hearing scheduled for March 22, 2022 before the Kuna Planning and Zoning Commission to review the 2022 Amended and Reformed Comprehensive Plan; and

1.11 On September 27, 2022, after multiple public hearings and pursuant to Idaho Code §67-6509(a), the Kuna Planning and Zoning Commission conducted its final public hearing to consider the 2022 Amended and Reformed Comprehensive Plan, after providing legal notice, transmitting notice to jurisdictions, agencies and entities, to consider a recommendation for adoption of the 2022 Amended and Reformed Comprehensive Plan by the City Council; and

1.12 On September 27, 2022, pursuant to Idaho Code § 67-6509(a), the Kuna Planning and Zoning Commission recommended to the City Council approval of the 2022 Amended and Reformed Comprehensive Plan; and

1.13 On October 5, 2022 and October 12, 2022 pursuant to Kuna City Code 5-1A-4-D2 and Idaho Code §67-6509(a) the City Council caused to be published in the Kuna Melba News, legal notice of the public hearing scheduled for November 1, 2022 to consider the 2022 Amended and Reformed Comprehensive Plan; and

1.14 On November 1, 2022, after multiple public hearings and pursuant to Idaho Code §67-6509(b), the Kuna City Council conducted its final public hearing, after providing legal notice to consider approval of the 2022 Amended and Reformed Comprehensive Plan; and

1.15 On November 1, 2022, the City Council adopted an amendment to the City's Comprehensive Plan entitled "*Envision Kuna - 2019 Comprehensive Plan*" as the new Comprehensive Plan; and

1.16 Idaho Code Section 67-6509 (c) provides that comprehensive plans in order to become effective must be adopted by a resolution of the City Council which resolution must also include a copy of the adopted or amended plan and which shall be kept on file with the City Clerk; and

1.17 It being the City Council's intent and purpose in approving this Resolution to establish the 2022 Amended and Reformed Comprehensive Plan, as the effective comprehensive plan of the City upon the effective date of this Resolution.

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

Section 2: Action:

2.1 The City Council hereby adopts, approves and enacts the amended *Envision Kuna - 2019 Comprehensive Plan* (Text and Maps) including the Future Land Use Map for the City of Kuna, Idaho, attached hereto as **Exhibit "A**", which amends and reforms and is henceforth the City of Kuna's Comprehensive Plan.

Section 3: Directing the City Clerk

3.1 The City Clerk is directed to file this Resolution forthwith in the official records of the City.

Section 4. Effective Date

4.1 This Resolution shall be in full force and effect as of the 6th day of December, 2022.

ADOPTED by the Council for the City of Kuna, Idaho this 6th day of December, 2022.

CITY OF KUNA
Ada County, Idaho

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

CITY OF KUNA
ADA COUNTY, STATE OF IDAHO
RESOLUTION No. R89-2022

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

- **Making certain general findings regarding the City's wastewater system;**
- **Making certain findings regarding projects being considered by the City to address capacity issues;**
- **Declaring that the City currently lacks the ability to provide service to new development in the Danskin, Patagonia, Greyhawk, Discovery, Hubbard, Indian Creek, Ten Mile, Paloma, Springhill and Memory Ranch Basins, and that so long as this inability continues land use applications for lands in these basins are likely to be denied due to the City's inability to serve;**
- **Directing the City Clerk and Planning and Zoning Staff; and**
- **Providing an Effective Date.**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kuna, Ada County, state of Idaho:

Section 1: General Findings Regarding the City's Wastewater System

1.1 The City of Kuna ("City") is a municipal corporation of the state of Idaho established, existing, and operating pursuant to the provisions of Title 50, Idaho Code.

1.2 Pursuant to Chapter 3 of Title 50, Idaho Code the City has power to take actions to promote the public health, safety, and welfare and pursuant to these powers operates and maintains a public wastewater system capable of conveying and treating human waste.

1.3 The City's wastewater system is comprised generally of 'treatment plants' and 'conveyance systems.'

1.4 Kuna's treatment plants include the South Waste Water Treatment Plant ("SWWTP") and the North Waste Water Treatment Plant ("NWWTP").

1.5 Sewage is delivered to the treatment plants via conveyance systems, with the conveyance system for each *plant* being a distinct system.

1.6 Both treatment plants of the City have significant additional capacity to treat wastewater that can be conveyed to the treatment plants. However, the conveyance system to the treatment plants are presently experiencing significant capacity issues, which issues are the reason the City has adopted this resolution.

1.7 The conveyance systems to the treatment plants serve several basins[1] in the City, including (but not limited to) the:

1.7.1 Danskin Basin

1.7.1.1 Patagonia Basin

1.7.1.2 Greyhawk Basin

1.7.2 Ten Mile Basin

1.7.2.1 Discovery Basin

1.7.2.2 Hubbard Basin

1.7.2.3 Indian Creek Basin

1.7.3 Memory Ranch Basin

1.7.3.1 Paloma Basin

1.7.3.2 Springhill Basin

1.8 The basins listed in section 1.7 above may be collectively referred to herein as the "Affected Basins."

1.9 The boundaries of each of the Affected Basins are depicted in the map attached hereto as Exhibit A. Of note, other basins exist that convey wastewater to the treatment plants that are not depicted in Exhibit A. Those 'other basins' are not depicted in Exhibit A as they are not experiencing the capacity issues that are the subject of this resolution.

Section 2: Findings Regarding Projects Being Considered by the City to Address Capacity Issues.

2.1 Presently, the City is considering two separate projects that will help, to differing degrees, relieve the capacity issues facing the Affected Basins' conveyance systems.

2.1.1 The first such project is known as the "18 Inch Diameter Danskin Force Main;" and

2.1.2 The second project is known as the "Mason Creek Trunk Line."

2.2 The 18 Inch Diameter Danskin Force Main project would increase diameter (and thereby the capacity) of the force main that the Danskin Basin utilizes to convey wastewater to the NWWTP.

[1] A basin refers to a geographic area with slope conditions that will permit wastewater in that geographic area to flow by the force of gravity through pipes to converge at a single point.

2.3 The Mason Creek Trunk Line project would involve installing a wastewater trunk line that approximately follows the path of Mason Creek. The completed trunk line would connect to the NWWTP.

2.4 Presently, a private party developer has come forward, and entered an agreement with a contractor to construct the 18 Inch Diameter Danskin Force Main project. However, actual construction has not commenced.

2.5 The City is currently taking actions and steps to plan for and pursue the Mason Creek Trunk Line project.

2.6 The time frame for completing either the 18 Inch Diameter Danskin Force Main project or Mason Creek Trunk Line project is uncertain.

Section 3: Declaration of the City Council.

3.1 The City Council declares by this resolution that it does not have the present ability to provide wastewater service to new development that may be proposed in the Affected Basins.

3.2 This inability to serve will continue for the Affected Basins until the completion of either, or both, the 18 Inch Diameter Danskin Force Main project or the Mason Creek Trunk Line project.

3.3 The City's inability to provide wastewater service to new development in the Affected Basins will most likely lead to the denial of subdivision permits, rezoning requests, annexation requests and other land use applications pursued for lands in the Affected Basins until (at the very earliest) construction begins for either, or both, the 18 Inch Diameter Danskin Force Main project or Mason Creek Trunk Line project.

Section 4: Directing the City Clerk and City Planning and Zoning Staff.

4.1 The City Clerk is directed to file this executed resolution in the official records of the City, and to deliver a digital copy of this executed resolution to Planning and Zoning Staff.

4.2 Planning and Zoning Staff is directed to provide a copy of this executed resolution to potential applicants interested in pursuing land use permits (e.g. rezone requests, subdivision permits, annexation requests, lot splits, etc.) for lands within the Affected Basins prior to accepting such applications.

Section 5: Effective Date.

5.1 This resolution shall be in full force and effect after its passage and approval by the City Council.

PASSED BY THE COUNCIL and **APPROVED BY THE MAYOR** of Kuna, Idaho this ____ day of _____ 2022.

Joe L. Stear, Mayor

ATTEST:

Ayes: _____
Nays: _____
Absent: _____

_____
Chris Engels, City Clerk

CITY OF KUNA
ADA COUNTY, STATE OF IDAHO
RESOLUTION No. R90-2022

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

- **Making certain general findings regarding the City's wastewater system affecting the Danskin Basin;**
- **Establishing a system of allocating Equivalent Dwelling Units ("EDUs") in the Danskin Basin should the 18 Inch Diameter Danskin Force Main be improved;**
- **Declaring that the City will be unable to approve land use applications in the Danskin Basin once all EDUs from the improved 18 Inch Diameter Danskin Force Main have been allocated unless/until new improvements are made to the City wastewater system to add more capacity;**
- **Directing the City Clerk and Planning and Zoning Staff; and**
- **Providing an Effective Date.**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kuna, Ada County, state of Idaho:

Section 1: General Findings Regarding the City's Sewer System

1.1 The City of Kuna ("City") is a municipal corporation of the state of Idaho established, existing, and operating pursuant to the provisions of Title 50, Idaho Code.

1.2 Pursuant to Chapter 3 of Title 50, Idaho Code the City has power to take actions to promote the public health, safety, and welfare and pursuant to these and other powers operates and maintains a public wastewater delivery and treatment system (the "System").

1.3 System capacity is measured in units known as Equivalent Dwelling Units ("EDUs"). Thus, available capacity in a particular portion of the System is frequently identified and referred to as a number of available EDUs.

1.4 A portion of the System referred to as the Danskin Basin, and is a collection basin for wastewater. The Danskin Basin conveys wastewater, in part, to the City's North Wastewater Treatment Plant via an existing force main.

1.5 The existing force main is currently receiving a quantity of wastewater that requires it to perform at (or above) capacity under certain conditions. As a result, the Danskin Basin does not have any available EDUs at this time. This is an undesirable condition the City is attempting to resolve.

1.6 The City desires to improve the existing force main, and has taken actions to permit a private developer to construct an improved 18 Inch Diameter Danskin Force Main (the

"Improved Force Main"), which the City will acquire (pursuant to contract) upon completion of construction by the private developer.

1.7 If and when completed, the Improved Force Main will create new EDUs within the Danskin Basin.

1.8 It is the purpose of this resolution to identify a system of EDU allocation for the increased System capacity in the Danskin Basin that will be available if the Improved Force Main is completed.

Section 2: EDU Allocation System for the Improved Force Main capacity.

Upon Completion of the Improved Force Main, the new EDUs will be allocated to lands in the Danskin Basin as follows[1]:

2.1 First, a specific number of EDUs will be allocated to lands owned by the private developer that constructed the improvements. The number of EDUs allocated to these lands have been identified in a contract between the City and developer, and the allocation will only occur if the Improved Force Main is completed.

2.2 Second, EDUs will be allocated to lands with *already approved* preliminary plat or design review applications. "Already approved" means and refers to applications that received final approval from the City before the adoption of this resolution.

2.2.1 Lands with already approved preliminary plats will be allocated up to forty (40) EDUs within phase one (1) of such plats.

2.2.2 Lands with already approved design review applications not accompanying a preliminary plat will be allocated up to forty (40) EDUs.

2.3 Third, projects with construction drawings and a final plat in the Public Works review queue on the approval date of this resolution will be allocated a number of EDUs equivalent to the number of parcels in the final plat phase currently in queue.

2.4 Fourth, EDUs will be allocated to lands that had a preliminary plat or design review application *under consideration* by the City on the date this resolution was adopted. "Under consideration" means applications that had already been accepted by the City Planning and Zoning Department and were being processed before this resolution was adopted.

2.4.1 Lands with preliminary plat applications under consideration will be allocated a maximum of forty (40) EDUs towards the first phase of the proposed preliminary plat. If phase one (1) of such plats have less than forty (40) proposed parcels, then the EDUs allocated will be equivalent to the number of proposed parcels.

[1] The allocation methods listed in sections 2.1 through 2.6 are listed in order of priority. Thus, allocations pursuant to 2.1 will occur before allocations pursuant to 2.2; allocations pursuant to 2.2 will occur before allocations pursuant to 2.3; and so forth.

2.4.2 Lands with a design review application not accompanying a preliminary plat will be allocated up to forty (40) EDU's.

2.5 Fifth, EDUs will be allocated to lands that are the subject of a preliminary plat or design review application that were submitted *after* this resolution was adopted. Further, this allocation will not occur until such applications receive final approval from the City. In the event two applications in this category are approved on the same date, preference will be given to the application that was first submitted to the City.

2.5.1 Lands with a preliminary plat application in this category, will be allocated a maximum of forty (40) EDUs to the first phase of the preliminary plat. The allocation will be made at the time of preliminary plat approval. If phase one (1) of a plat has less than forty (40) proposed parcels, then the EDUs allocated will be equivalent to the number of proposed parcels.

2.5.2 Lands with a design review application not accompanying a preliminary plat will be allocated up to forty (40) EDU's.

2.6 Last, if construction drawings and a final plat for a project are submitted to the Public Works office *after* this resolution is adopted, EDUs will be allocated to such projects upon issuance of a will serve letter from the Public Works office, which letters are issued is the discretion of the Public Works Director.

2.7 The above system of allocations will be followed until all the increased capacity from the Improved Force Main has been entirely allocated.

2.8 In the event a preliminary plat (which has been allocated EDU capacity attributable to the Improved Force Main) expires, then the EDUs allocated to phase one (1) of that preliminary plat will be forfeited. Such EDUs may then be re-allocated to different lands according to the methods established herein.

Section 3: Avoiding Future EDU Deficits.

3.1 The City declares that it undesirable to approve land use applications that cannot be served by the City's wastewater system. Therefore, once all EDUs are allocated from the Improved Force Main following the methods of this resolution, the City will be unable to approve new land use applications within the Danskin Basin until additional System improvements are made that result in new EDUs.

Section 3: Directing the City Clerk and City Planning and Zoning Staff.

3.1 The City Clerk is directed to file this executed resolution in the official records of the City, and to deliver a digital copy of this executed resolution to Planning and Zoning Staff.

3.2 Planning and Zoning Staff is directed to provide a copy of this executed resolution to potential applicants interested in pursuing land use permits (e.g. rezone requests, subdivision permits, annexation requests, lot splits, etc.) for lands within the Danskin Basin prior to accepting an application for lands in the Danskin Basin.

Section 4: Effective Date.

4.1 This resolution shall be in full force and effect after its passage and approval by the City Council.

PASSED BY THE COUNCIL and **APPROVED BY THE MAYOR** of Kuna, Idaho this ____ day of _____ 2022.

Joe L. Stear, Mayor

ATTEST:

Ayes: _____
Nays: _____
Absent: _____

_____
Chris Engels, City Clerk

CITY OF KUNA
ADA COUNTY, STATE OF IDAHO
RESOLUTION NO. R91-2022

RESOLUTION AWARDING THE CONTRACT FOR THE KUNA SEWER POND 3 RELINING TO KNIFE RIVER CORPORATION IN THE AMOUNT OF $1,118,811.00 FOR THE RELINING AND REHABILITATION OF THE EXISTING SEWER POND 3; DIRECTING EXPENDITURE OF FUNDS FROM THE SEWER FUND FOR SAID PROJECT; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID CONTRACTOR.

WHEREAS, City of Kuna, Idaho has received a contract document for the KUNA SEWER POND 3 RELINING Project; and

WHEREAS, the apparent low contract submitted for said Project is KNIFE RIVER CORPORATION; and

WHEREAS, the contract submitted by KNIFE RIVER CORPORATION is responsive to the bid schedule requirements.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that said City approves the award of the contract as follows:

1. KUNA SEWER POND 3 RELINING PROJECT to KNIFE RIVER CORPORATION in the amount of one million one hundred eighteen thousand eight hundred eleven dollars and zero cents ($1,118,811.00).

BE IT FURTHER RESOLVED that Mayor and Council direct the expenditure of available funds from the Sewer Fund for said project; and

BE IT FURTHER RESOLVED that the Mayor, Clerk and City Engineer of said City are hereby authorized to execute documents for securing the services of said contractor for the Project identified above upon receipt of proper evidence of public works licensure, bonds and acceptable insurance binders; and directs that a copy of the signed contract of submittal is attached hereto, and made a part hereof, as if set forth in full.

PASSED BY THE COUNCIL of Kuna this 6th day of December, 2022.

APPROVED BY THE MAYOR of Kuna this 6th day of December, 2022.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

KUNA SEWER POND 3 RELINING BIDS November 4, 2022 at 1400						
Requirements	**Contractor Name**					
	ESI	Knife River				
	Requirements as Fulfilled by Contractor (Y or N)					
Official Bid Amount	$1,333,757.27	$1,118,811.00				
Bid Security (in the form of a bid bond, certified check, cashiers check, or cash) for 5% of the amount of the bid proposal has been provided	Y	Y				
Bid signed and accompanied by evidence of authority to sign	Y	Y				
Prime contractor and all subcontractors hold a Idaho State Public Works Contractor's License. This license number, name(s) and address(es) are provided.	Y	Y				
The Bid Form is included with the Bidding Documents	Y	Y				
The Bid contains an acknowledgement of receipt for all Addendas.	Y	Y				
The Bid shall contain evidence of Bidder's authority and qualification to do business in Idaho.	Y	Y				
Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid Schedule.	Y	Y				
Bidders shall include the names and addresses of all subcontractors in certain specialties they plan to use or write "none."	Y	Y				
Bid includes insurance information.	Y	Y				

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: City of Kuna – 6950 S Ten Mile Road, Meridian, ID 83642.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Unit Price Bids*

A. Bidder will perform the Work as specified in the Bid Schedule.

B. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—BASIS OF BID—COST-PLUS FEE

Not Used.

ARTICLE 5—PRICE-PLUS-TIME BID

Not Used.

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
One	09.23.2022
Two	10.17.2022
Three	10.25.2022

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 Bidder's Representations

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
    a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
    b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Engineered Structures, Inc.
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Joe Jackson
(typed or printed)

Title: Executive Vice President
(typed or printed)

Date: 11.04.2022
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: Marcia Ward
(individual's signature)

Name: Marcia Ward
(typed or printed)

Title: Business Manager
(typed or printed)

Date: 11.04.2022
(typed or printed)

Address for giving notices:

3330 E Louise Dr, Ste 300
Meridian, ID 83642

Bidder's Contact:

Name: Russell Dyess
(typed or printed)

Title: Division Director
(typed or printed)

Phone: 208-362-3040

Email: russelldyess@esiconstruction.com

Address:

3330 E Louise Dr, Ste 300
Meridian, ID 83642

Bidder's Contractor License No.: (if applicable) PWC-C-11288 Unlimited

BID SCHEDULE DEFINITIONS – KUNA SEWER POND 3 RELINING

TO: CITY OF KUNA, IDAHO

Bid Schedule Definitions: Definitions for Bid Schedule items are found in Special Provisions, and relevant sections of the 2020 edition of Idaho Standards for Public Works Construction.

General: The intent of the work is to reline the existing Kuna South Wastewater Treatment Facility Pond 3 in accordance with project specifications and applicable standards, with minimum disruption to adjoining private properties, without damage to facilities in the vicinity, with the surface properly restored and site left clean, neat, and presentable. All items not specifically mentioned in the bid schedule are to be included with other items of work and are not to be paid separately.

The Bidder proposes the following schedule of prices for removing and installing all site conditions, construction, and seepage testing for the Kuna South Wastewater Treatment Facility Pond 3 in accordance with the project specifications. The quantities of work or material stated in unit price items of the Bid are supplied only to give an indication of the general scope of the work. Payment for materials, labor, and equipment will be based on actual quantities furnished, installed, or constructed in accordance with the prices bid for Unit Price items. The Bidder is solely responsible for completing all spaces below. The Bidder is responsible for inclusion of all overhead and profit costs within each item submitted.

Bidder hereby agrees to commence Work under this Contract on a date to be specified in the written Notice to Proceed of the Owner and to substantially complete the Project within 90 consecutive calendar days thereafter, as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of $500 for each consecutive calendar day after the established substantial completion date or adjusted date as established by change order.

Bidder understand that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good for a period of 30 calendar days after the scheduled opening time for receiving Bids.

The Bid Security in the amount of 5% of the bid amount is to become the property of the Owner, in the event the Contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

The Unit Price Bid Schedule is as follows:

Submitted by: _____

Signature

Executive Vice President

Title

Engineered Structures, Inc.

Company

3330 E Louise Dr, Ste 300, Meridian, ID 83642

Address

208-362-3040

Telephone Number

11.04.2022

Date

BID BOND (PENAL SUM FORM)

Bidder	**Surety**
Name: Engineered Structures, Inc. **Address** *(principal place of business)*: 3330 E. Louise Dr. Suite 300 Meridian, ID 83642	**Name:** Fidelity and Deposit Company of Maryland **Address** *(principal place of business)*: 1299 Zurich Way, 5th Floor Schaumburg, IL 60196-1056
Owner **Name:** CITY OF KUNA **Address** *(principal place of business)*: 751 W 4TH ST KUNA, ID 83634	**Bid** **Project** *(name and location)*: Kuna South Wastewater Treatment Plant - Kuna Sewer Pond 3 Relining **Bid Due Date:** November 4, 2022

Bond

Penal Sum: 5% - Five Percent of Amount Bid

Date of Bond: Bid Bond Only November 4, 2022

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	**Surety**
Engineered Structures, Inc. *(Full formal name of Bidder)*	Fidelity and Deposit Company of Maryland *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	**By:** _____ *(Signature) (Attach Power of Attorney)*
Name: Neil Nelson *(Printed or typed)*	**Name:** Peggy Deffenbaugh *(Printed or typed)*
Title: President	**Title:** Attorney-in-Fact
Attest: _____ *(Signature)*	**Attest:** _____ *(Signature)*
Name: Marcia Ward *(Printed or typed)*	**Name:** Sonya Tupper *(Printed or typed)*
Title: Business Manager	**Title:** Account Manager

Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   3.2. All Bids are rejected by Owner, or
   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Bond Number Bid Bond

Obligee City of Kuna

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President,** in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Peggy Deffenbaugh**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND**, this 19th day of June, A.D. 2019.

ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 19th day of June, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 4th day of November, 2022.

Brian M. Hodges, Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

BID SCHEDULE OF ITEMS AND PRICES
KUNA SEWER POND 3 RELINING

The Bidder proposes the following schedule of prices for content removal, installation, and testing of Kuna Sewer Pond 3 Relining for the City of Kuna in accordance with the lining specifications. The quantities of work or materials stated as unit price items of the bid are supplied only to give an indication of the general scope of the work. Payment for materials, tools and labor will be based on actual quantities furnished, installed, or constructed in accordance with the prices bid for unit price items. The Bidder is responsible for the inclusion of all overhead and profit costs within each item submitted. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Item	Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	Mobilization and Demobilization	1	LS	$ 212,615.50	$ 212,615.50
2	Rip Rap Removal	3,750	CY	$ 33.94	$ 127,288.81
3	Liner Cover Removal/ Dry Sludge Removal	~~6,000~~ 3,000	CY	$ 52.84	$ 158,521.34
4	PVC Liner Removal	275,000	SF	$ 0.41	$ 112,506.47
5	Liner Base/Cover Installation	6,000	CY	$ 32.06	$ 192,367.17
6	Smooth 60 mil HDPE Liner	268,500	SF	$ 1.09	$ 291,845.55
7	~~802~~ Geotextile Fabric	275,000	SF	$ 0.33	$ 91,972.53
8	Textured 60 mil HDPE Liner (For Corners & Safety Ropes)	6,500	SF	$ 1.60	$ 10,416.59
9	100 mil Sacrificial Layer	1,000	SF	$ 9.96	$ 9,963.69
10	Anchor Trench Excavation	500	CY	$ 83.98	$ 41,988.98
11	Pond Resurfacing	270,000	SF	$ 0.21	$ 56,209.55
12	Inlet/Outlet Structure Removal/Installation	4 ~~14~~	EA	$ 3,956.16	$ 15,824.65
13	Pond Level Gauge	1	EA	$ 4,314.35	$ 4,314.35
14	Seepage Test	1	LS	$ 7,922.10	$ 7,922.10
	Total				$ 1,333,757.27

Naming of Subcontractors Form

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

Subcontractor Name and Address	Classification	License Number
Northwest Linings 20824 77th Ave S Kent, WA 98032	A	PWC-C-10761

Naming of Subcontractors, Suppliers and Other Entities Form

In addition to subcontractors for plumbing, heating and air-conditioning work, and electrical work, provide the names and addresses of the additional subcontractors, suppliers, individuals or entities called for in the Instructions to Bidders (include Idaho Public Works Contractor License Numbers for any subcontractors).

Name and Address	Classification	License Number(1)
N/A		
N/A		
N/A		

1) List Idaho Public Works Contractor License Numbers for all subcontractors.

Brad Little
Governor

State of Idaho

Division of Occupational and Professional Licenses

PUBLIC WORKS CONTRACTORS LICENSING

CONTRACTOR

PWC-C-11288 - UNLIMITED - 3- 4- 5
License Number

06/01/1987
Original License Issued

Categories: 16000

This is to certify that

ENGINEERED STRUCTURES, INC.

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45 and is hereby granted this certificate.

This license expires: 07/31/2023

Licensee Signature

Russell Barron, Administrator

State of Idaho

Department of State

CERTIFICATE OF INCORPORATION
OF

ENGINEERED STRUCTURES, INC.

I, PETE T. CENARRUSA, Secretary of State of the State of Idaho, hereby certify that duplicate originals of Articles of Incorporation for the incorporation of **ENGINEERED STRUCTURES, INC.**, duly signed pursuant to the provisions of the Idaho Business Corporation Act, have been received in this office and are found to conform to law.

ACCORDINGLY and by virtue of the authority vested in me by law, I issue this Certificate of Incorporation and attach hereto a duplicate original of the Articles of Incorporation.

Dated: **December 30, 1982.**

GREAT SEAL OF THE STATE OF IDAHO — ESTO PERPETUA

Pete T. Cenarrusa

SECRETARY OF STATE

by: Maren E. Artiach

CIP 181

CORPORATE RESOLUTION OF:

ENGINEERED STRUCTURES, INC.

We, the undersigned, being all the directors of this corporation consent and agree the following corporate resolution was made on September 1, 2012 at 5:00 p.m., at the offices of Engineered Structures, Inc., located at 3330 E. Louise, Dr., Suite 300, Meridian, Idaho 83642.

We do hereby consent to the adoption of the following as if it was adopted at a regularly called meeting of the board of directors of this corporation. In accordance with State law and the bylaws of this corporation, by unanimous consent, the board of directors decided that: the following individuals shall be authorized to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation: Thomas D. Hill, Neil W. Nelson, Joseph J. Jackson, Nels R. Nelson. Such authority shall be a general authority and not confined to specific instances.

NOW, THEREFORE, BE IT RESOLVED, that Thomas D. Hill, Neil W. Nelson, Joseph J. Jackson, and Nels R. Nelson shall have the general authority to enter into any contract or execute and deliver any instrument in the name and on behalf of the corporation.

The officers of Engineered Structures, Inc. are authorized to perform the acts to carry out this corporate resolution.

Thomas D. Hill, Director — Date 9/1/12

Neil W. Nelson, Director — Date 9/1/12

Joseph J. Jackson, Director — Date 9/1/12

Nels R. Nelson, Director — Date 9/1/12

BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 1—OWNER AND BIDDER

1.01 This Bid is submitted to: City of Kuna – 6950 S Ten Mile Road, Meridian, ID 83642.

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2—ATTACHMENTS TO THIS BID

2.01 The following documents are submitted with and made a condition of this Bid:

A. Required Bid security;

B. List of Proposed Subcontractors;

C. List of Proposed Suppliers;

D. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such authority within the time for acceptance of Bids;

E. Contractor's license number as evidence of Bidder's State Contractor's License or a covenant by Bidder to obtain said license within the time for acceptance of Bids;

F. Required Bidder Qualification Statement with supporting data.

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

3.01 *Unit Price Bids*

A. Bidder will perform the Work as specified in the Bid Schedule.

B. Bidder acknowledges that:

1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and

2. Estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.

ARTICLE 4—BASIS OF BID—COST-PLUS FEE

Not Used.

ARTICLE 5—PRICE-PLUS-TIME BID

Not Used.

ARTICLE 6—TIME OF COMPLETION

6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.

6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7—BIDDER'S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

7.01 *Bid Acceptance Period*

A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

7.02 *Instructions to Bidders*

A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

7.03 *Receipt of Addenda*

A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
1	September 23, 2022 MC
2	October 17, 2022 MC
3	October 25, 2022 MC

ARTICLE 8—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS

8.01 Bidder's Representations

A. In submitting this Bid, Bidder represents the following:

1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.

5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder's (Contractor's) safety precautions and programs.
7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

8.02 Bidder's Certifications

A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
    a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
    b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.

c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.

d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

BIDDER hereby submits this Bid as set forth above:

Bidder:

Knife River Corporation - Mountain West
(typed or printed name of organization)

By: _____
(individual's signature)

Name: Mike Cole
(typed or printed)

Title: Authorized Agent
(typed or printed)

Date: November 4, 2022
(typed or printed)

KNIFE RIVER CORPORATION MOUNTAIN-WEST CORPORATE SEAL DELAWARE

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest: _____
(individual's signature)

Name: Mike Berg
(typed or printed)

Title: Authorized Agent
(typed or printed)

Date: November 4, 2022
(typed or printed)

Address for giving notices:
5450 W Gowen Road
Boise, ID 83709

Bidder's Contact:

Name: Eli Pace
(typed or printed)

Title: Project Manager / Estimator
(typed or printed)

Phone: 208-362-6152

Email: krsi.estimating@kniferiver.com

Address:
5450 W Gowen Road
Boise, ID 83709

Bidder's Contractor License No.: (if applicable) 033799-U-1-2-3

BID SCHEDULE DEFINITIONS – KUNA SEWER POND 3 RELINING

TO: CITY OF KUNA, IDAHO

Bid Schedule Definitions: Definitions for Bid Schedule items are found in Special Provisions, and relevant sections of the 2020 edition of Idaho Standards for Public Works Construction.

General: The intent of the work is to reline the existing Kuna South Wastewater Treatment Facility Pond 3 in accordance with project specifications and applicable standards, with minimum disruption to adjoining private properties, without damage to facilities in the vicinity, with the surface properly restored and site left clean, neat, and presentable. All items not specifically mentioned in the bid schedule are to be included with other items of work and are not to be paid separately.

The Bidder proposes the following schedule of prices for removing and installing all site conditions, construction, and seepage testing for the Kuna South Wastewater Treatment Facility Pond 3 in accordance with the project specifications. The quantities of work or material stated in unit price items of the Bid are supplied only to give an indication of the general scope of the work. Payment for materials, labor, and equipment will be based on actual quantities furnished, installed, or constructed in accordance with the prices bid for Unit Price items. The Bidder is solely responsible for completing all spaces below. The Bidder is responsible for inclusion of all overhead and profit costs within each item submitted.

Bidder hereby agrees to commence Work under this Contract on a date to be specified in the written Notice to Proceed of the Owner and to substantially complete the Project within 90 consecutive calendar days thereafter, as stipulated in the specifications. Bidder further agrees to pay as liquidated damages, the sum of $500 for each consecutive calendar day after the established substantial completion date or adjusted date as established by change order.

Bidder understand that the Owner reserves the right to reject any or all bids and to waive any informality in the bidding.

The Bidder agrees that this Bid shall be good for a period of 30 calendar days after the scheduled opening time for receiving Bids.

The Bid Security in the amount of 5% of the bid amount is to become the property of the Owner, in the event the Contract and bond are not executed within the time set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

The Unit Price Bid Schedule is as follows:

BID SCHEDULE OF ITEMS AND PRICES
KUNA SEWER POND 3 RELINING

The Bidder proposes the following schedule of prices for content removal, installation, and testing of Kuna Sewer Pond 3 Relining for the City of Kuna in accordance with the lining specifications. The quantities of work or materials stated as unit price items of the bid are supplied only to give an indication of the general scope of the work. Payment for materials, tools and labor will be based on actual quantities furnished, installed, or constructed in accordance with the prices bid for unit price items. The Bidder is responsible for the inclusion of all overhead and profit costs within each item submitted. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Item	Description	Estimated Quantity	Unit	Unit Price	Total Amount
1	Mobilization and Demobilization	1	LS	$ 335,061.00	$ 335,061.00
2	Rip Rap Removal	3,750	CY	$ 20.00	$ 75,000.00
3	Liner Cover/Dry Sludge Removal ~~Liner Cover Removal~~ MC	6,000	CY	$ 11.00	$ 66,000.00
4	PVC Liner Removal	275,000	SF	$ 0.20	$ 55,000.00
5	Liner Base/Cover Installation	3,000 ~~6,000~~ MC	CY	$ 33.00	$ 99,000.00
6	Smooth 60 mil HDPE Liner	268,500	SF	$ 1.00	$ 268,500.00
7	8oz. Geotextile Fabric ~~Geotextile Fabric~~ MC	275,000	SF	$ 0.30	$ 82,500.00
8	Textured 60 mil HDPE Liner (For Corners & Safety Ropes)	6,500	SF	$ 1.50	$ 9,7500.00
9	100 mil Sacrificial Layer	1,000	SF	$ 8.00	$ 8,000.00
10	Anchor Trench Excavation	500	CY	$ 42.00	$ 21,000.00
11	Pond Resurfacing	270,000	SF	$ 0.20	$ 54,000.00
12	Inlet/Outlet Structure Removal/Installation	1-4	EA	$ 6,500.00	$ 6,500.00
13	Pond Level Gauge	1	EA	$ 3,500.00	$ 3,500.00
14	Seepage Test	1	LS	$ 35,000.00	$ 35,000.00
	Total				$ 1,118,811.00

Submitted by: _____

Signature

Authorized Agent

Title

Knife River Corporation - Mountain West

Company

5450 W Gowen Rd., Boise, ID 83709

Address

208-362-6152

Telephone Number

November 4, 2022

Date

BID BOND (PENAL SUM FORM)

Bidder	**Surety**
Name: Knife River Corporation - Mountain West Address *(principal place of business)*: 5450 W. Gowen Road Boise, ID 83709	Name: Liberty Mutual Insurance Company Address *(principal place of business)*: 175 Berkeley Street Boston, MA 02116
Owner	**Bid**
Name: City of Kuna Address *(principal place of business)*: 751 W 4th St. Kuna, ID 83634	Project *(name and location)*: Kuna South Wastewater Treatment Plant Kuna Sewer Pond 3 Relining Bid Due Date: November 4, 2022

Bond

Penal Sum: Five Percent of Amount Bid (5%)

Date of Bond: November 4, 2022

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

Bidder	Surety
Knife River Corporation - Mountain West *(Full formal name of Bidder)*	Liberty Mutual Insurance Company *(Full formal name of Surety) (corporate seal)*
By: _____ *(Signature)*	By: _____ *(Signature) (Attach Power of Attorney)*
Name: Mike Cole *(Printed or typed)*	Name: Kelly Nicole Enghauser *(Printed or typed)*
Title: Authorized Agent	Title: Attorney-in-Fact
Attest: _____ *(Signature)*	Attest: _____ *(Signature)*
Name: Rick Teegarden *(Printed or typed)*	Name: Nicole Langer *(Printed or typed)*
Title: Witness	Title: Witness

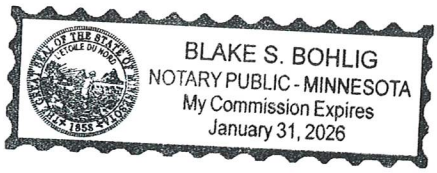
Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
   3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
   3.2. All Bids are rejected by Owner, or
   3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

Surety Acknowledgment

State of Minnesota }
} ss.
County of Hennepin }

On this 4th day of November 2022, before me personally came Kelly Nicole Enghauser, to me known, who being by me duly sworn, did depose and say that she is the Attorney-in-Fact of Liberty Mutual Insurance Company described in and which executed the above instrument; that she knows the seal of said corporation; that the seal affixed to said instruments is such corporate seal, that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name to it by like order.



Notary Public

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

Certificate No: **8208081-190003**

POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That The Ohio Casualty Insurance Company is a corporation duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, Blake S. Bohlig; Brian D. Carpenter; Craig Olmstead; Erik T. Gunkel; Heather R. Goedtel; Jessica Hoff; Kelly Nicole Enghauser; Laurie Pflug; Megan Scott; Michelle Halter; Michelle Ward; Nicole Langer

all of the city of Bloomington state of MN each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 24th day of May, 2022.

Liberty Mutual Insurance Company
The Ohio Casualty Insurance Company
West American Insurance Company

By: _____
David M. Carey, Assistant Secretary

State of PENNSYLVANIA
County of MONTGOMERY ss

On this 24th day of May, 2022 before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of Liberty Mutual Insurance Company, The Ohio Casualty Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at King of Prussia, Pennsylvania, on the day and year first above written.

Commonwealth of Pennsylvania - Notary Seal
Teresa Pastella, Notary Public
Montgomery County
My commission expires March 28, 2025
Commission number 1126044
Member, Pennsylvania Association of Notaries

By: _____
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

ARTICLE IV – OFFICERS: Section 12. Power of Attorney.
Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

ARTICLE XIII – Execution of Contracts: Section 5. Surety Bonds and Undertakings.
Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

Certificate of Designation – The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

Authorization – By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Renee C. Llewellyn, the undersigned, Assistant Secretary, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 4th day of November, 2022.

By: _____
Renee C. Llewellyn, Assistant Secretary

Not valid for mortgage, note, loan, letter of credit, currency rate, interest rate or residual value guarantees.

For bond and/or Power of Attorney (POA) verification inquiries, please call 610-832-8240 or email HOSUR@libertymutual.com.

Naming of Subcontractors Form

Per Idaho Code, 67-2310, Bidder shall include in his or her Bid the names and address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract the plumbing, heating and air-conditioning work, and electrical work under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

Subcontractor Name and Address	Classification	License Number
Drake Mechanical, Inc. 5551 W Gowen Rd Boise, ID 83709	Plumbing/HVAC	PWC-C-12208

Naming of Subcontractors, Suppliers and Other Entities Form

In addition to subcontractors for plumbing, heating and air-conditioning work, and electrical work, provide the names and addresses of the additional subcontractors, suppliers, individuals or entities called for in the Instructions to Bidders (include Idaho Public Works Contractor License Numbers for any subcontractors).

Name and Address	Classification	License Number(1)
Northwest Linings and Geotextile Products, Inc. 20824 77th Avenue South Kent, WA 98032	Subcontractor	PWC-C-10761

1) List Idaho Public Works Contractor License Numbers for all subcontractors.

CERTIFICATE

I, Adrienne L. Riehl, hereby certify that I am the duly elected and qualified Assistant Secretary of Knife River Corporation – Mountain West, a Delaware corporation; and I further certify that, pursuant to a resolution adopted by Written Consent of the Board of Directors dated December 27, 2021, the persons named below have been duly elected, have qualified and are officers of the Company holding the offices set forth opposite their respective names:

David C. Barney	Chair of the Board and Chief Executive Officer
James L. Lauteren	President
Joshua J. Smith	Vice President – Operations
Nancy K. Christenson	Treasurer and Chief Financial Officer
Karl A. Liepitz	General Counsel and Secretary
Calvin R. DeWall	Region Controller and Assistant Secretary
Adrienne L. Riehl	Assistant Secretary

* * * * * * * * * * * *

I further certify that the following is a true and correct copy of Section 5.13 of the Bylaws of Knife River Corporation – Mountain West, which sets forth the powers of the officers to execute documents; and that said Bylaw Section is presently in full force and effect:

> 5.13 **Execution of Instruments.** All deeds, bonds, mortgages, notes, contracts and other instruments shall be executed on behalf of the Corporation by the Chairman of the Board, the Chief Executive Officer, the President, any Vice President or Assistant Vice President, the General Counsel, any other officer who performs a policy-making function (such as administration, operations, accounting, or finance) or such other officer or agent of the Corporation as shall be duly authorized by the Board of Directors. Any officer or agent executing any such documents on behalf of the Corporation may do so (except as otherwise required by applicable law) either under or without the seal of the Corporation and either individually or with an attestation, according to the requirements of the form of the instrument. If an attestation is required, the document shall be attested by the Secretary or an Assistant Secretary or by the Treasurer or an Assistant Treasurer or any other officer or agent authorized by the Board of Directors. When authorized by the Board of Directors, the signature of any officer or agent of the Corporation may be a facsimile.

IN WITNESS WHEREOF, I have hereunto set my hand on February 23, 2022.

Adrienne L. Riehl, Assistant Secretary

KNIFE RIVER
AN MDU RESOURCES COMPANY
www.kniferiver.com

Idaho Division
5450 W Gowen Road
Boise, ID 83709
(208) 362-6152
(208) 362-6199 FAX

September 13, 2022

Re: **Appointment of Agents - Power of Attorney**

To Whom It May Concern:

Pursuant to a Board resolution adopted by the Board of Directors of Knife River Corporation – Mountain West, I am authorized, as President, to designate certain individuals as agents of Knife River Corporation – Mountain West who shall be authorized, in the name and on behalf of Knife River Corporation – Mountain West, to execute and deliver construction contracts, subcontracts, agreements, documents, and other instruments with governmental authorities (federal, state, county, or local), with general contractors or subcontractors, and with private parties.

I hereby designate each of the following individual(s) an agent of Knife River Corporation – Mountain West, and each of them is authorized and empowered to execute and deliver documents, including but limited to, construction contracts, subcontracts, prime contractor proposals, subcontractor proposals, competitive bids for projects, price quotations or bids for materials, lien releases, and other related agreements, documents, and instruments with governmental authorities (federal, state, county, or local), with general contractors or subcontractors, and with private parties, in the name and on behalf of Knife River Corporation – Mountain West:

Matt Abrams
Mike Berg
Mike Cole
Will Haigh
Drew Harris
Bret Olson
Dustin Park

This authorization letter is effective and in full force and effect, until modified.

Sincerely,

Jim Lauteren
President
Knife River Corporation – Mountain West

EQUAL OPPORTUNITY EMPLOYER

STATE OF IDAHO

COUNTY OF ADA

Jim Lauteren, being first duly sworn, deposes and says that he is the President for Knife River Corporation – Mountain West; that the execution of this instrument is the act and deed of the Corporation, that he has read the foregoing document and knows the contents thereof, and that the statements herein are true.

Jim Lauteren
President
Knife River Corporation – Mountain West

Subscribed and sworn to before me on September 13, 2022.

SHERRI A RIVERS
Comm. No. 30034
NOTARY PUBLIC
Expires: 06/27/2025
STATE OF IDAHO

, Notary Public

Ada County, Idaho

My commission expires: 6/27/2025

Brad Little
Governor

State of Idaho

Division of Occupational and Professional Licenses

PUBLIC WORKS CONTRACTORS LICENSING

CONTRACTOR

033799 - UNLIMITED - 1- 2- 3
License Number

03/09/2018
Original License Issued

This is to certify that

KNIFE RIVER CORPORATION - MOUNTAIN WEST

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45 and is hereby granted this certificate.

This license expires: 03/31/2023

Licensee Signature

Russell Barron, Administrator

RESOLUTION NO. R92-2022
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO SIGN; AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSAL FOR LANDSCAPE ARCHITECTURAL SERVICES ESTIMATED SCOPE OF WORK 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 Mayor is hereby authorized to sign, attached hereto as "**EXHIBIT A**" the Proposal for Landscape Architectural Services Estimated Scope of Work.

Section 2. The Mayor of the City of Kuna, Idaho is hereby authorized to execute said Scope of Work 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 6th day of December, 2022.

APPROVED BY THE MAYOR of Kuna, Idaho this 6th day of December, 2022.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

SOUTH BECK& BAIRD

November 29, 2022

Bobby Withrow
City of Kuna
270 Orchard Ave.
Kuna, Idaho 83634
208.639.5349

Linmar St. Park – City of Kuna, Idaho

Mr. Withrow:

South, Beck and Baird is pleased to present this proposal for landscape architectural services for the above referenced project. The following is our ***estimated*** scope of work and fees for those services:

Scope of Services Tasks:

Task #1 Site Planning:

South Beck & Baird will prepare two (2) preliminary park site plans for review, comment and direction by City staff. Concepts will include the City's desired amenities implementing appropriate space planning & connectivity. Once consensus is reached on the desired park layout, a finalized site plan will be prepared and provided to the City in pdf format. Should the City desire a colored site plan for public input/display or grant writing purposes, an additional fee is provided for consideration.

Task #2 Landscape Construction Documents:

South Beck & Baird will prepare landscape construction documents from the final site plan upon approval by the City. Does not include survey/topo data should existing park property not be available. These documents will include all necessary details and specifications as notes on the drawings. Landscape Construction Documents for bid by the City will be provided in pdf format.

Task #3 Irrigation Construction Documents:

Develop an irrigation design which includes coordination with City staff for irrigation water availability and connections, coordination with local water agencies, and coordination with for power and controller location. The irrigation design will utilize state of the art, low water use, and low maintenance components (Gear rotors, low flow spray nozzles and other components per city recommended manufacturer), irrigation schedule, irrigation specifications will be notes on the drawings and irrigation details on the plans. Irrigation Construction Documents for bid by the City will be provided in pdf format.

Task #4 Color Rendered Site Master Plan:

Provide a color overall park master plan for public input/display or other city purposes. Fee is provided for consideration. City may commission this task at a later date by initialing fee approval.

SOUTH BECK& BAIRD

Fee for Professional Services:

Task #1 **Site Planning** (Lump Sum) _____ $3,500.00

Task #2 **Landscape Construction Documents** (Lump Sum)_____ $2,500.00

Task #3 **Irrigation Construction Documents** (Lump Sum) _____ $3,500.00

Task #4 **Color Rendered Site Master Plan** (Lump Sum) _____ $1,000.00

_____initial approval

South Beck & Baird hourly rates are as follows:

Principal Landscape Architect	$130.00	Planner	$120.00
Landscape Architect III	$120.00	Landscape Architect II	$112.00
Landscape Architect I	$104.00	Landscape Designer II	$ 96.00
Landscape Designer I	$ 86.00	Design Draftsman II	$ 86.00
Clerical	$ 60.00		

Additional services beyond those outlined above shall be billed at South Beck & Baird's standard hourly rates. Payment for services rendered shall be made monthly for all time and expenses incurred for the previous month according to the schedule above. In the event South Beck & Baird's employment is terminated prior to completion of the project, South Beck & Baird shall be paid for all time and expenses incurred up to the time of termination. If the above is agreeable, please sign and return this proposal. Revisions required due to a site plan change will be billed on an hourly basis at the rates listed above.

I hope the above items meet your scope of needs and please let me know if you need any additional information. We are licensed in Idaho, Oregon, Utah, Nevada, and Montana

Sincerely,

John D. Roters, PLA, ASLA, Principal
South Beck and Baird Landscape Architecture

Accepted By:_____

Title:_____

Date:_____

RESOLUTION NO. R93-2022
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO SIGN; AND AUTHORIZING THE MAYOR TO EXECUTE THE VETERANS OF FOREIGN WARS LEASE 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 Mayor is hereby authorized to sign, attached hereto as "**EXHIBIT A**" the Veterans of Foreign Wars Lease Agreement.

Section 2. The Mayor of the City of Kuna, Idaho is hereby authorized to execute said Lease 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 6th day of December, 2022.

APPROVED BY THE MAYOR of Kuna, Idaho this 6th day of December, 2022.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

CITY OF KUNA – VETERANS OF FOREIGN WARS LEASE (VFW) AGREEMENT

This Lease Agreement ("Lease") is by and between CITY OF KUNA, Idaho ("Kuna" or "Landlord"), a municipal corporation of the State of Idaho, and KUNA POST NO. 7019 VETERANS OF FOREIGN WARS OF THE UNITED STATES, INC. ("Tenant"), an Idaho non-profit corporation. This Lease is entered into effective this 1 day of Dec, 2022.

ARTICLE 1
RECITALS

The Parties recite and declare as follows:

1.1 Prior to the formation of this Lease, Kuna lacked a VFW post to which Kuna veterans of foreign wars had access.

1.2 The purpose of this Lease is to provide a facility for Tenant to establish a post in Kuna that serves as a public resource available to Kuna veterans of foreign wars.

1.3 Kuna maintains sole and exclusive ownership of real property and improvements located at 329 West Main Street, Kuna, Idaho 83634 ("Property").

1.4 The Parties desire and find it necessary to enter this Lease for Tenant to Lease from Kuna the Property and to define their respective obligations and duties to the Property and to each other to ensure the proper and orderly management and operation of the Property during the period of the Lease term.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and based upon the foregoing recitals (which are incorporated in this Lease by this reference) the Parties hereto agree as follows:

ARTICLE 2
DEFINITIONS

The following words and phrases shall have the following particular meanings in this Lease, particularly when the first (or multiple) letters are capitalized as written below:

2.1 **Commencement Date:** Means and refers to the 1 day of DEC, 2022 the day upon which the Term of this Lease begins.

2.2 **Landlord:** Means and refers to the City of Kuna, Idaho, a municipal corporation of the State of Idaho and the sole and exclusive owner of the Property that is the subject of this Lease.

2.3 **Lease:** Means and refers to this *City of Kuna – Veterans of Foreign Wars Lease Agreement.*

2.4 **Party/Parties:** Means and refers to, depending upon the context of the term, the Kuna/Landlord and/or Tenant as the Parties to this Lease.

2.5 **Property:** Means and refers to the real property and improvements located at 329 West Main Street, Kuna, Idaho 83634 leased to Tenant by Landlord pursuant to this Lease and particularly identified in Exhibit "A," attached hereto and incorporated by this reference.

2.6 **Renovations:** Means and refers to the category of specific projects each respective Party agrees to execute and complete within the respective time periods provided in this Lease or, if no time period is provided, within a reasonable time.

2.7 **Tenant:** Means and refers to Kuna Post No. 7019 Veterans of Foreign Wars of the United States, a non-profit corporation of the State of Idaho.

2.8 **Termination Date:** Means and refers to the 1 day of Dec, 20__, the day upon which the Term of this Lease concludes.

ARTICLE 3
LEASE TERMS

3.1 **Lease to Tenant.** Upon the terms and conditions hereinafter set forth, and in consideration of the performance of Tenant's obligations provided throughout this Lease, Landlord leases to Tenant and the Tenant leases from Landlord, the real property and improvements identified in Exhibit "A." Landlord shall deliver possession of the Property to Tenant upon execution of this Lease.

3.2 **Acceptance of Property.** Prior to or at occupancy of the Property, Tenant shall acknowledge inspection and acceptance of the Property by executing the Acceptance of the Property document attached hereto as Exhibit "B."

3.3 **Landlord-Tenant Relationship Only.** Nothing in this Lease is intended to nor shall be deemed to create a relationship between the Parties other than that of Landlord and Tenant.

3.4 **Term Period.** Inclusive of and continuing after the Commencement Date, and inclusive of and continuing until the end of the Termination Date, the period of time upon which this Lease spans shall total the sum of approximately ___ months. At least thirty (30) days prior to this Lease's Termination Date, the Parties may renew this Lease by written addendum. Such writing must include the Parties' signatures, the term period of the renewal, and the date of addendum.

3.5 **Termination:** This Lease may be terminated by either Party following a breach by the other Party by serving written notice on the breaching Party thirty (30) days before the termination shall become effective. The notice shall identify the date of termination and the basis for termination. The Parties may mutually agree to terminate this Lease, but must do so in writing signed by both Parties.

3.6 **Flag Pole.** Landlord shall manage and maintain the flag pole located at the Property. The Tenant shall ensure that the Landlord can freely and reasonably access the flag pole for all flag pole management and maintenance purposes.

3.7 **Renovation Materials.** Landlord shall, upon the Commencement Date or within a reasonable time thereafter, provide Tenant all pre-manufactured pieces necessary for Tenant's installation of fence and water fountain pursuant to 3.12.2 and 3.12.3 of this Lease. For all Renovations requiring Landlord's approval, Landlord shall not unreasonably withhold approval.

3.8 **Rental Payments.** Tenant shall pay Landlord the sum of one dollar ($1.00) per year during the term period of this Lease. The first payment shall be due upon the execution of this Lease by both Parties. Tenant shall pay Landlord each subsequent annual payment on the first (1st) day of January if this Lease is renewed. Additionally, Tenant's expenditures of resources and labor to make renovations to the Property required by this Lease shall be considered 'rent' and consideration supporting this Lease.

3.9 **Utilities Payments.** Tenant shall pay all Property utilities charges, including any utilities assessments and city assessments. Any additional utilities charges acquired by Tenant, such as but not limited to internet service provider charges, shall also be the exclusive obligation of Tenant. Tenant shall make all reasonable efforts to pay said utilities charges in advance of incurring any fine, penalty, or interest. In the event such fine, penalty, interest, or any other charge is incurred, Tenant must pay any and all such charges.

3.10 **Operational Expenses.** Tenant shall pay all expenses related to the operation of the VFW post at the Property, including but not limited to paper products, cleaning products, and any other products reasonably necessary to the property maintenance of the property and operation of the VFW post.

3.11 **Maintenance and Repair.** Tenant shall maintain and repair as needed the Property, including the grounds and preexisting improvements thereon, in the same, or better, state as exists at the Commencement Date, and shall maintain and repair any and all Renovations and other improvements on the Property during the term of this Lease in the same, or better, state as when so placed thereon, normal wear and tear excepted.

3.12 **Renovations Installation.** Tenant shall, upon the Commencement Date and within a reasonable time thereafter, complete the following Renovations projects to Landlord's satisfaction:

3.12.1 **Building Rehabilitation.** Tenant shall rehabilitate the building on the property in a style suitable to Tenant's purpose of operating the VFW post, subject to review and approval by the Director (presently Bobby Withrow) of the Kuna City Facilities Department, and subject to review and approval by the Kuna Building Department. The City shall not unreasonably withhold this approval, but non-compliance with city code or other applicable law will constitute grounds for disapproval of improvements.

3.12.2 **Fence Installation.** Tenant shall install a fence, pre-manufactured by Landlord and made available to Tenant by Landlord pursuant to 3.7, along the sidewalk and asphalt on the West side of the Property.

3.12.3 **Water Fountain Installation.** Tenant shall install a mini water tower water fountain, pre-manufactured by Landlord and made available to the Tenant by Landlord pursuant to 3.7, adjacent to and incorporated into the pre-existing water infrastructure located at the Property's sidewalk.

3.13 **No Liens.** During the course of Renovations, it is anticipated that Tenant may secure the services of building professionals to complete the construction of such Renovations. Tenant shall have a duty pursuant to this Lease to promptly pay all invoices presented by such building professionals, and obtain lien waivers from said building professionals waiving their claim to any mechanic or materialmen's lien against the Property as a condition of payment. Should a building professional, retained by Tenant, record a lien against the Property, Tenant shall have a duty to promptly resolve any dispute with such lien claimant, and obtain a release of the lien before the expiration of this Lease. Failure to pay any building professionals for their work to improve the Property, or the failure to timely obtain the release of a lien recorded against Property shall, constitute material breach of this Lease, and shall provide grounds to Landlord to terminate this Lease. Additionally, should Tenant breach this provision, and Landlord become compelled to obtain the release of a lien through its own efforts, Tenant shall be liable to Landlord for all attorney fees and costs it incurs to obtain the release of the lien.

3.14 **Title to Renovations.** Upon expiration or termination of this Lease, all Renovations shall become property of Landlord or, at Landlord's option, certain Renovations and other improvements identified by Landlord may be removed by Tenant at Tenant's sole costs and expense. Tenant's trade fixtures which can be removed without irreparable damage to the Property shall not be considered as such improvements, provided however, that Tenant shall be responsible for all repairs to the Property necessary as the result of Tenant's removal of Tenant's trade fixtures. Tenant shall prepare and record any such legal documents that the Landlord may require to evidence such ownership in Landlord.

3.15 **Use of Property.** In addition to any other restrictions on use of the Property herein contained, Tenant shall use the Property only for the purposes set out in this Lease and this Lease's recitals. Tenant shall promptly comply with all statutes, ordinances, rules, orders, regulations, and requirements of the federal, state and municipal governments and of any and all of their departments and bureaus which are applicable to the use by Tenant of the Property during the term or any renewal thereof.

ARTICLE 4
INDEMNIFICATION AND INSURANCE

4.1 **Indemnification.** Tenant agrees to indemnify and save Landlord harmless from and against any and all claims and demands for, or in connection with, any accident, injury, or

damage whatsoever caused to any person or property arising, directly or indirectly, out of the business activities conducted in or the use and/or occupancy of the Property or occurring in, on or about the Property or any part thereof, or arising directly or indirectly, from any negligent or intentional act of Tenant or its licensees, servants, agents, employees or contractors, and from and against any and all cost, including reasonable attorney's fees, expenses and liabilities incurred in connection with any such claims and/or proceedings brought thereon. The indemnity granted by the Tenant pursuant to this Article shall survive termination of the Lease and shall continue for all such claims arising during the Term of this Lease or during any holdover period during which Tenant remains in possession, whether such claim is brought before or after termination of the Lease.

4.2 **Landlord's Insurance.** Landlord may maintain insurance policies (but is not obligated to maintain such policies Lease) of various types on the Property in its own discretion, but any policies, if in effect are not a substitute for the policies required by Tenant pursuant to this Lease.

4.3 **Tenant's Insurance.** Tenant shall at all times during the term of this Lease, secure and maintain insurance of the types and in the amounts described below:

4.3.1 **Premises Liability.** An insurance policy which includes coverage for premises liability, operations liability, personal injury liability, completed operations liability, broad-form property damage (if applicable) in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, combined single limit, for incidents that may occur on the Property as a result of Tenant's use of the Property pursuant to this Lease.

4.3.2 **General Commercial Liability.** Comprehensive general liability insurance or commercial general liability insurance, including coverage for premises and operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence, combined single limit, written on an occurrence form. Landlord shall be named as an additional insured on such policy.

4.3.3 **Worker's Compensation.** Worker's compensation for Tenant and any agents, employees, and staff that Tenant may employ if such policy is required by law and in with coverage amounts as required by law.

4.3.4 **Renter's Insurance.** Landlord is not liable to Tenant or any of Tenant's invitees or guests for any damage not caused by Landlord to its personal property and equipment located on the Property. Tenant is strongly urged to maintain renter's insurance on any such personal property and equipment located at the Property to insure against the risk of such loss.

4.4 Additional Insurance Requirements. All insurance required under this Article shall be with companies licensed and admitted in Idaho and approved for this Lease by Landlord. Prior to taking occupancy or commencing construction and at least annually thereafter, Tenant shall furnish Landlord with a certificate of insurance executed by a duly authorized representative of each insurer, and a copy of any applicable policy or policy endorsement showing compliance with the insurance requirements set forth above. All policies required of Tenant under this Article shall be written as primary policies and not contributing to nor in excess of any coverage Landlord may choose to maintain. All such certificates shall provide for thirty (30) days' written notice to Landlord prior to cancellation, lapse, or material modification. Failure of Landlord to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Landlord to identify a deficiency from evidence that is provided shall not be construed as a waiver of Tenant's obligation to maintain such insurance. Failure to maintain the required insurance may result in termination of this Lease at Landlord's option. Furthermore, if Tenant fails to maintain the insurance as set forth herein, Landlord shall have the right but not the obligation to purchase said insurance at Tenant's expense. Additionally, Tenant shall provide certified copies of all insurance policies required above within ten (10) days of Landlord's written request for said copies.

4.5 Waiver of Subrogation. Tenant agrees that with respect to any losses covered by, or required to be covered by, an insurance policy required by this Lease, other than losses caused by gross negligence or intentional acts, to waive and release Landlord, its officers, directors, employees and agents, from any and all claims and liability or responsibility with respect to such losses, including losses arising out of the inability to conduct business. Tenant further agrees that its insurance company shall have no right of subrogation on account of this waiver.

ARTICLE 5
GENERAL PROVISIONS

5.1 Governing Law, Remedies, Costs and Expenses. This Lease shall be construed under and governed by the laws of Idaho, with jurisdiction and venue restricted to a court of competent jurisdiction in the Fourth Judicial District in and for Ada County, Idaho.

5.2 Captions. The subject headings of the sections and subsections of this Lease are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

5.3 Amendments. This Lease may only be amended by written agreement executed by both Parties, and properly titled as an amendment or addendum hereto.

5.4 No Partnership or Joint Venture. The Parties agree that this Lease only constitutes a lease agreement to Tenant, and in no way creates a partnership or joint venture between Landlord and Tenant.

5.5 No Third-Party Beneficiaries. Each Party to this Lease intends that this Lease shall not benefit or create any right or cause of action in or on behalf of any person or legal entity other than the Parties hereto.

5.6 Subcontracts. To the extent Tenant must contract with other entities or individuals to perform any of its duties pursuant to this Lease, Tenant shall be the contracting Party and not Landlord. Namely, Tenant is not authorized to act as Landlord's agent to bind it to agreements with third-parties.

5.7 Force Majeure. In no event shall Landlord be responsible or liable for any failure or delay in the performance of its obligations hereunder arising from or caused by (directly or indirectly) forces beyond its control, including (but not limited to) strikes, work stoppages, material shortages, shipping interruptions or crises, pandemics, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, malfunction of utilities, failure of communication or computer software and hardware, etc. Provided, Landlord shall use reasonable efforts to resume performance as soon as practicable under the circumstances.

5.8 Severability. Should any term or provision of this Lease, or the application thereof to any person, parties, or circumstances, for any reason be declared illegal or invalid, such illegality or invalidity shall not affect any other provision of this Lease, and this Lease shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

5.9 Attorney's Fees and Costs. In the event of any dispute between the Parties concerning the terms and provisions of this Lease, the Party prevailing in such dispute shall be entitled to collect from the other Party all costs incurred in such dispute, including reasonable attorney's fees.

5.10 Nonassignment. Tenant cannot assign this Lease, nor any interest therein, without written consent of Landlord; and in the event of assignment, this Lease shall inure to and be binding upon the parties hereto as well as their successors, assigns, departments and/or agencies.

5.11 No Implied Waivers. Failure to enforce any restriction or other provision of this Lease shall not operate as a waiver of that restriction or provision of any other restriction or provision contained in this Lease.

5.12 No Construction Against Drafter. This Lease was drafted by both Parties with an opportunity for review and comment from each Party's attorney. Accordingly, the Parties agree the legal doctrine of construction against the drafters will not be applied should any dispute arise concerning this Lease.

5.13 Authority to Execute Lease. Each person executing this Lease on behalf of any Party hereto warrants that they have the right and authority to execute this Lease, and that all procedures and approvals that are necessary and required to enable them to properly

execute this Lease and to bind the person or entity whom they represent in accordance with the terms hereof have been followed or secured.

5.14 Termination of Prior Contracts. This Lease replaces and terminates any prior contracts or understandings entered by the Parties related to the same, or substantially similar subject matter.

5.15 Right of Entry. Landlord and its agents may enter upon the Property at all reasonable times to examine their condition and use, so long as that right is exercised in a manner that does not interfere with Tenant in the conduct of its business on the Property, or to perform any repair or alteration on the Property under the terms of this Lease or made necessary for the safety and preservation of the Property.

5.16 Time of Essence. Time is expressly declared to be of the essence of this Lease.

5.17 Entire Contract. This Lease and the attached exhibits contain the entire contract and understanding of the Parties with respect to the subject matter hereof, and no other representations, promises, agreements or understandings regarding the subject matter hereof shall be of any force or effect unless in writing, executed by all Parties and dated after the date hereof.

In witness whereof Landlord and Tenant have hereunto set their hands and seals, the day and year set forth by each signature.

LANDLORD: City of Kuna	TENANT:
BY: Joe Stear	BY: Brian McCoy
ITS:_____	ITS: VFW Post 7019 Commander
DATE: _____	DATE: 11-10-2022

ATTEST:

_____
Chris Engels, City Clerk
Date:

"W:\Work\K\Kuna, City of 25721\VFW Lease\2022.10.11 Kuna VFW Lease FINAL DRAFT.docx"

EXHIBIT A

Ada County Property Profile Information

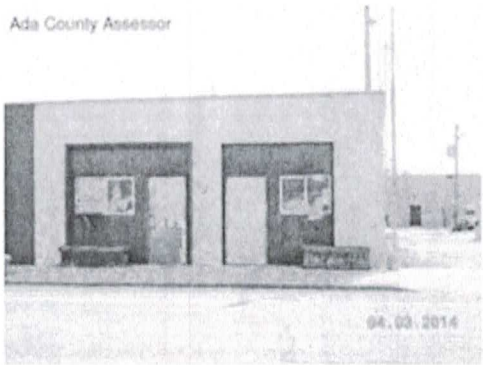
Parcel ID:	R5070000765
Property Addr:	329 W Main St
	Kuna ID 83634 - 7701
Property Type:	Commercial

Owner Information

Owner Name:	City Of Kuna
Second Owner:	
Mail Addr:	PO Box 13
	Kuna ID 83634 - 0013

Assessor Information

Legal Desc:	LOTS 2 3 BLK 8 KUNA TOWNSITE
Subdivision:	Kuna Townsite Amd
Lot/Block:	2 / 8
Twn/Rng/Sec:	02N / 01W / 23
Acres:	0.16
Irrigation Dist:	BOISE-KUNA IRR
Tax Code Area:	04
2021 Levy Rate:	0.0085
Zoning:	City of Kuna-P
Homeowner Exemption:	



Treasurer Information

Year:		Tax:	
Year:		Tax:	
Year:		Tax:	

Assessor Categories

Year	Cat.	Description	Acres	Value
2022	210	COM LOT OR TRACT	0.16	$0.00
2022	420	COM IMPROVEMENT		$0.00
2022	210	COM LOT OR TRACT		$0.00
			Totals:	0.16

Land Information

Residential Acres:		Commercial Acres:	0.16	Other Acres:		Street:	
Water Source:		Sewer:	Unknown	Sidewalks:	No	Curbs and Gutters:	No
View:		Water Influence:		Corner:	No	Utilities:	
Topography:		Recreation:					

Residential Characteristics

Main Floor:	1,344	Deck SqFt:		Bedrooms:		Fireplace:	
Lower Floor:		Lower Floor Unfin:		Bathrooms:		Garage SqFt:	
Upper Floor:		Patio SqFt:		Patio Covered:		Pool SqFt:	
Attic Fin:		Attic Unfin:		Year Built:	1980	Porch SqFt:	
Basement:		Basement Unfin:		Remodeled:		Heating:	
Total SqFt:	1,344	Total Unfin:				AC:	

Sentry Dynamics, Inc. and its customers make no representations, warranties or conditions, express or implied, as to the accuracy or completeness of information contained in this report.

EXHIBIT B

ACCEPTANCE OF PROPERTY

Tenant hereby acknowledges inspection and acceptance of the Property, located at 329 West Main Street, Kuna, Idaho 83634, and executes by signature and date Tenant's acceptance of the Property in its current condition:

TENANT: Brian McCoy

BY: _____

ITS: VFW Post 7019 Commander

DATE: 11-10-2022

BEFORE THE CITY COUNCIL OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATION OF	)	**Case No. 22-03-TE (Time Extension)**
	)	
M3 COMPANIES, LLC	)	
	)	**STAFF MEMO FOR**
For the Rising Sun (Commons) No. 3 Preliminary Plat Time Extension.	)	**PRELIMINARY PLAT TIME EXTENSION APPLICATION**

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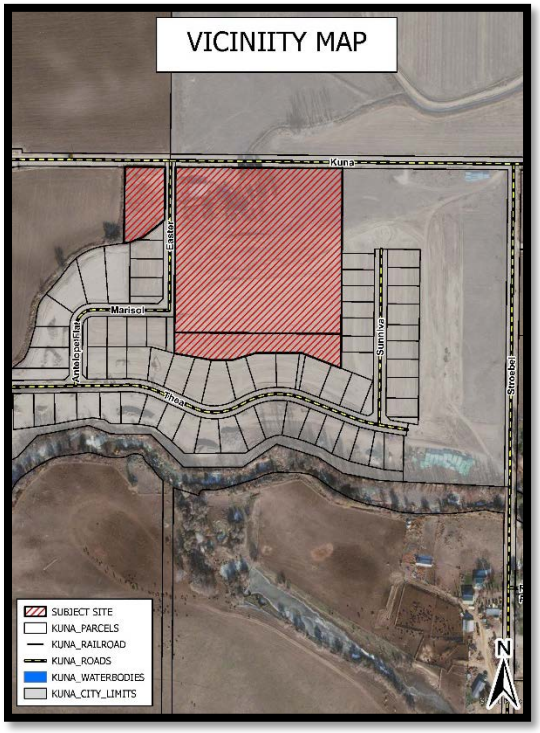
1. Exhibit List

2. General Project Facts

3. Staff Analysis

4. Proposed Findings of Fact

5. Council's Proposed Order of Decision



I
EXHIBIT LIST

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

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1.1	Staff Memo			X
2.1	Time Extension Application			X
2.2	Vicinity Map			X
2.3	Original Findings – Approved 12.15.2020			X

II
GENERAL PROJECT FACTS

2.1 On behalf of M3 Companies, LLC, JUB Engineers requests Time Extension Approval for the Rising Sun No. 3 (FKA as Rising Sun Commons) Preliminary Plat. The project is located on the southeast corner of the W Kuna Road and S Easter Avenue intersection (APNS: R0615250525, R0615250700, R0615250651): Section 30, Township 2 North, Range 1 East.

III
STAFF ANALYSIS

3.1 In accordance with Kuna City Code Title 6, Chapter 2, Section 4, this application seeks Time Extension approval for the Rising Sun (Commons) No. 3 Preliminary Plat due to unexpected construction delays.

An approved Preliminary Plat Time Extension shall be valid for two (2) years from the date of approval of the Findings of Fact & Conclusions of Law by City Council.

The Findings of Fact for Rising Sun Commons were approved December 15, 2020. Applicant intends to record the future Final Plat for Rising Sun Commons as Rising Sun No. 3.

Currently, the Applicant is in process of a housekeeping Rezone (Case No. 22-09-ZC) for the southern lots of Rising Sun No. 3, due to an incorrect legal description which left approximately eight (8) buildable lots and two (2) common lots with a partial R-4 (Medium Density Residential) instead of the correct R-6 (Medium Density Residential) zoning designation.

The City Council is under no obligation to grant a Time Extension. In approving or denying the request for Time Extension, the City Council may add additional Conditions to its approval.

Based upon staff review, staff finds the Time Extension request to be in compliance with Kuna City Code Title 6, Comprehensive Plan Future Land Use Map, and Idaho Code. Staff recommends Council Approve Case No. 22-03-TE, with the Applicant being subject to any additional Conditions the City Council may impose.

3.2 Applicable Standards

3.2.1 Kuna City Code Title 6, Subdivision Regulations

3.2.2 Kuna Comprehensive Plan and Future Land Use Map

3.2.3 Idaho Code Title 67, Chapter 65 – Local Land use Planning Act

IV
PROPOSED FINDIGNS OF FACT

Based upon the record contained in Case No. 22-03-TE (Time Extension) including Kuna City Code, Staff's Memorandums, exhibits, and the testimony during the public meeting, the Kuna City Council hereby *Approves/Conditionally Approves/Denies* these Findings of Fact and Conclusions of Law for Case No. 22-03-TE, a Preliminary Plat Time Extension request from JUB Engineers for Rising Sun No. 3.

If the City Council wishes to Approve, Deny or modify specific parts of the Findings of Fact and Conclusions of Law as detailed below, those changes must be specified.

4.1 Based on the evidence contained in Case No. 22-03-TE, this proposal *does/does not* generally comply with Kuna City Code.

Staff Finding: *The Applicant has submitted a complete application, and following staff review, the application appears to be in general compliance with Kuna City Code Title 6.*

4.2 The contents of the Time Extension application *does/does not* contain all the necessary requirements as listed in Kina City Code 6-2-3 Preliminary Plat.

Staff Finding: *Review by staff of the proposed Preliminary Plat confirms all requirements listed in KCC 6-2-3 were provided.*

V
COUNCIL'S PROPOSED ORDER OF DECISION

Based on the facts outlined in Staff's report and testimony as presented at the Public Meeting, the City Council of Kuna, Idaho, hereby *Approves/Conditionally Approves/Denies* Case No. 22-03-TE (Time Extension), a request from JUB Engineers, for the Rising Sun No. 3 Preliminary Plat.

DATED this 6th day of December, 2022.

KUNA Planning & Zoning

Time Extension Application for Preliminary Plat

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

****Office Use Only****

Case No(s).: 22-03-TE

Project Name: Rising Sun Commons (No. 3)

Date Received: 10.04.2022

Date Accepted as Complete: 11.03.2022

Owner Information

Name: M3 Companies, LLC - Mark Tate

Address: 1673 Shoreline Drive, Ste 200

Phone: (208) 939-6263 Email: mtate@m3companiesllc.com

Applicant Information

Name: J-U-B Engineers, Inc - Wendy Shrief

Address: 2760 W Excursion Lane, Ste 400 | Meridian, ID 83642

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

Representative Information

Name: Same as Applicant Information

Address:

Phone: Email:

Subject Property Information

Subdivision Name: Rising Sun Subdivision No 3

Site Address: 12067 E Kuna Road, Kuna Idaho 83634

Nearest Major Cross Streets: S Meridian Road

Parcel No(s).: R0615250700

Section, Township, Range: Section 30, Township 2N, Range 1E

Please provide the reason for your request:

Due to construction delays, we are requesting a time extension to have additional time to record the final plat for Rising Sun Subdivision No 3. Phase 3 of Rising Sun was approved with the Preliminary Plat for Rising Sun Commons.

Date of Time Extension: 12/15/2022 (Date of Preliminary Plat Expiration)

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

Information to Note:

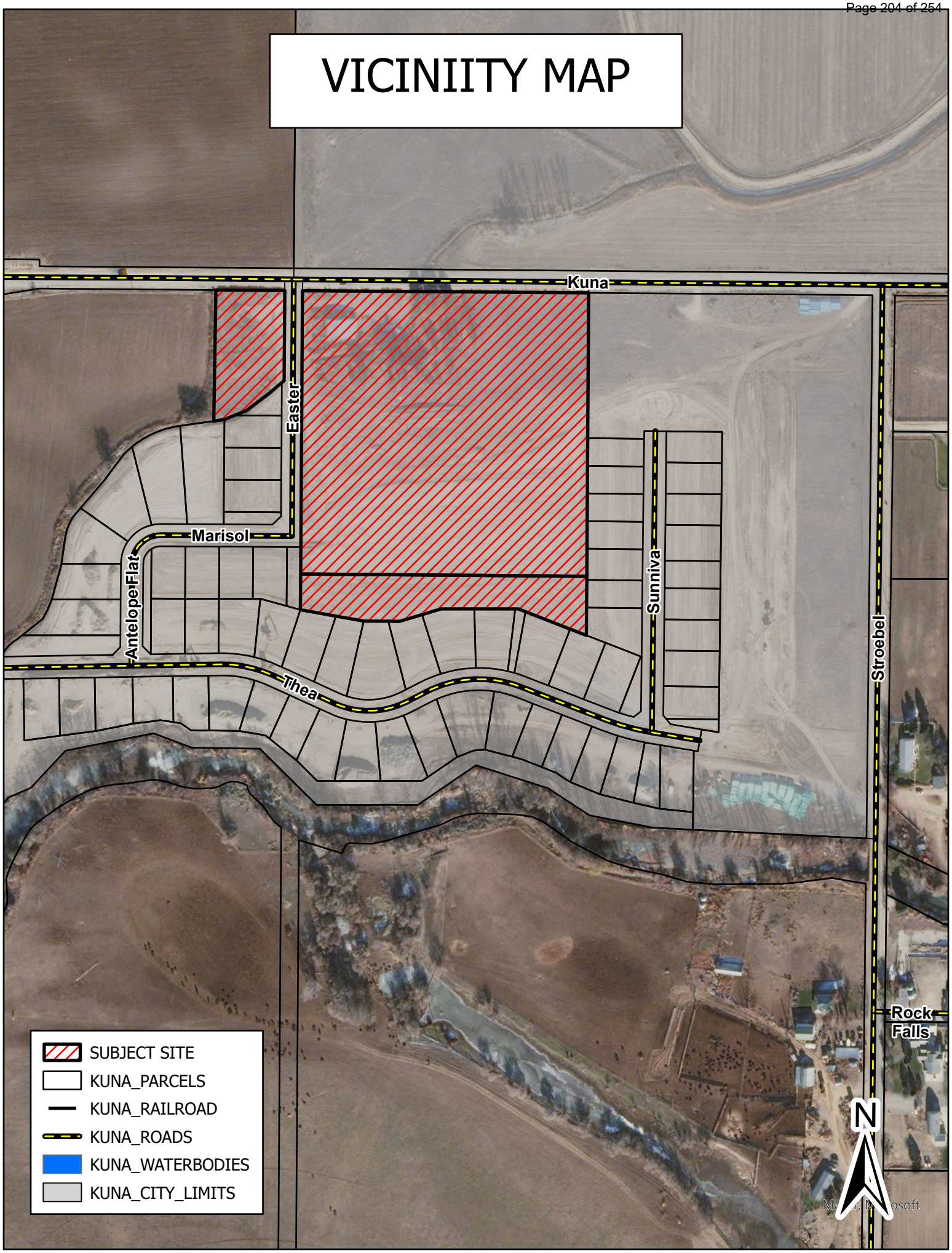
The date of application acceptance shall be the date the applicant submits the final required information to the Planning & Zoning Department, including the application fee *(KCC 5-1A-2C)*.

Complete applications shall be reviewed within sixty (60) days of date of acceptance *(KCC 5-1A-5A)*.

Applicant Signature: [signature] Date: 10/3/22

By signing, you are confirming you have provided all required items listed on this application.

VICINIITY MAP



BEFORE THE CITY COUNCIL
OF THE
CITY OF KUNA

IN THE MATTER OF THE APPLICATIONS OF **KUNA EAST, LLC** For Annexation and Preliminary Plat for the *Ashton Estates East Subdivision.*	)	**Case Nos. 19-11-AN (Annexation)** **19-08-S (Preliminary Plat)** **FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER OF APPROVAL OF ANNEXATION AND PRELIMINARY PLAT APPLICATIONS.**

THESE MATTERS came before the City Council for public hearing on October 6, 2020 and the hearing was continued. It was eventually continued to October 20, 2020 for receipt and consideration by the City Council of these Findings of Fact, Conclusions of Law and Order of Decision for the above referenced Applications. The City Council does now hereby make and set forth the Record of Proceedings, and these Findings of Fact, Conclusions of Law, and Order of Decision.

I
RECORD OF PROCEEDINGS

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

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1	Staff Memo City Council			X
2	P&Z Commission Findings of Fact Signed			X
3	P&Z Meeting Minutes 7/28/2020			X
4	Commission and Council Review Application			X

5	Annexation Checklist			X
6	Preliminary Plat Checklist			X
7	Vicinity Map			X
8	Common Area Maintenance Agreement			X
9	Legal Description Annexation			X
10	Legal Description Boundary			X
11	Affidavit of Legal Interest			X
12	Warranty Deed			X
13	Letter of Intent			X
14	Commitment to Property Posting			X
15	TIS Executive Summary			X
16	Subdivision Name Reservation			X
17	Phase Plan			X
18	Landscape Plan			X
19	Neighborhood Meeting Certification			X
20	Preliminary Plat			X
21	Agency Transmittal Notifications			X
22	Central District Health Comments			X
23	Boise Project Board of Control Comments			X
24	Department of Environmental Quality Comments			X
25	Nampa Meridian Irrigation District Comments			X
26	Idaho Transportation Department Comments			X
27	Ada County Highway District Comments			X
28	City Engineer Comments			X
29	Parks and Recreation Comments			X
30	COMPASS Comments			X
31	Ada County Development Services Comments			X
32	Kuna School District Comments			X
33	P&Z Mailer			X
34	P&Z Kuna Melba News Legal Notice			X
35	Public Comment 7/15/2020			X
36	P&Z Proof of Posting			X
37	City Council Proof of Posting			X
38	City Council Mailer			X
39	City Council Kuna Melba News			X

1.2 Hearings

1.2.1 Planning and Zoning Commission heard this on July 28, 2020. The Council heard this on October 6, 2020 and continued it until October 20, 2020 for additional information. The FCO's have been requested to go to the Council October 20, 2020.

1.3 Witness Testimony

1.3.1 Those who testified at the Council's October 6, 2020 hearing are as follows, to-wit:

1.3.1.1 City Staff:
Doug Hanson, Planner I

1.3.1.2 Appearing for the Applicant:
Stephanie Leonard, KM Engineering

1.3.1.3 Neighboring Property Owner appearing neutral:
Bud Gibson, 2800 Meadow View Road, Kuna, ID 83634; Testified.

1.3.1.4 Neighboring Property Owner appearing neutral:
Shallelle Jacobs, 2689 Meadow View Road, Kuna, ID 83634, Testified.

1.3.2 The Council's October 6, 2020 hearing was continued to October 20, 2020.

1.3.3 Those who testified at the Council's October 20, 2020 hearing are as follows, to-wit:

1.3.3.1 City Staff:
Wendy Howell, Planning and Zoning Director

1.3.3.2 Appearing as Owner and Owner:
Eric Scheck, 1406 N Main Street, Suite 109, Meridian, ID 83642

1.3.4 No other witnesses appeared at the hearing on October 20, 2020, and the hearing was then closed for the receipt of evidence and testimony.

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 RECOMMENDED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER, to-wit:

III
FINDINGS OF FACT

3.1 Findings Regarding Notice

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

3.1.2 Notice Provided

3.1.2.1 Notice was published for the October 6, 2020 hearing on the annexation and preliminary plat for Ashton Estates East Subdivision was published in the *Kuna Melba Newspaper*, the official City of Kuna newspaper, which has general circulation within the boundaries of the City and in Ada County and Canyon County.

Newspaper	***Dates Published***
Kuna Melba Newspaper	September 16, 2020

3.1.2.2 Notice for the October 6, 2020 hearing containing the legal description of the property proposed to be developed was mailed on the 16 September, 2020 to all known and affected property owners within three hundred (400) feet of the boundaries of the area described in the application.

3.1.2.3 Notice for the October 6, 2020 hearing was posted in conspicuous places within City Hall on the Foyer's Bulletin Boards, City Website, and Post Office.

3.2 Findings Regarding Annexation

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

North	RR	Rural Residential – Ada County
South	A	Agriculture – Kuna City
East	RR	Rural Residential – Ada County
West	A R-6	Agriculture – Kuna City Medium Density Residential – Kuna City

3.2.2 The land for proposed annexation is comprised of one parcel totaling approximately 38.47 acres. The parcel is as follows:

Property Owner	Parcel Size – Approx.	Current Zone	Parcel Number

Kuna East, LLC	38.47 acres	RR (Rural Residential)	S1419241000

3.3 Findings Regarding Preliminary Plat Application

3.3.1 All technical requirements listed in KCC 6-2-3 were provided on the Preliminary Plat.

3.3.2 The proposal was for a multi-phased, Subdivision that would include 175 single-family dwelling units.

3.3.3 Applicant requested to divide 38.47 acres into 175 single-family lots and 25 common lots.

3.3.4 The Comp Plan has listed numerous goals for providing a variety of housing densities and types to accommodate various lifestyles, ages and economic group in Kuna, as well as the installation of pathways and open space.

3.3.5 Several improvements and changes to existing roadways would need to be made as part of the proposed project. The applicant testified to their willingness to make these improvements.

3.4 Testimony of the City Planner

3.4.1 **Conclusions**: The City Planner, in a staff report to the Planning and Zoning Commission dated October 6, 2020 confirmed that a review of the site and records on file at the City of Kuna has been completed with the following conclusions:

3.4.1.1 The applicant proposes to annex one parcel consisting of approximately 38.47 acres into Kuna City Limits with an R-8 (Medium Density Residential) zoning district classification and to subdivide the 38.47 acres into 200 total lots (175 buildable lots and 25 common lots). On August 8, 2019, Staff held a pre-application meeting with the applicant, Public Works, Kuna School District, and Kuna Rural Fire District to discuss the project. The applicant held a neighborhood meeting with residents within 400 feet of the subject site on September 11, 2019. There were five residents who attended the meeting. A recap of the neighborhood meeting was provided as a part of the application.

3.4.1.2 The project proposes to take its main access from S Stone Falls Avenue; additionally, the applicant proposes connections into the existing stub street E Porter Street. The property's southern border aligns with the proposed mid-mile collector, Meadow View Road. Staff would recommend that the applicant construct Meadow View Road as half of a 36 foot street section plus 12 feet of additional pavement widening with vertical curb, gutter and sidewalk installed in accordance with

KCC 5-17-13 and 6-4-2 and ACHD policy. The property's eastern border aligns with the proposed minor collector Stroebel Road. Staff recommends that Stroebel Road be constructed as half of a 36 foot street section plus 12 feet of additional pavement widening with vertical curb, gutter and sidewalk installed in accordance with KCC 5-17-13 and 6-4-2 and ACHD policy. ACHD has recommended that that the applicant terminate Barley Avenue at the Barley Ave/Cave Falls Street intersection and construct a new stub street to the east between Barley Avenue and Stout Way, to reduce the length of the Barley Avenue roadway, staff supports this recommendation.

3.4.1.3 The installation of streetlights are a required public improvement (Kuna City Code 6-4-2). The applicant has not identified streetlight locations on the preliminary plat. Applicant will be required to work with staff in order to comply with Kuna City code and install street lights with a maximum spacing of 250 feet along the site's frontage. The locations of street lights will be approved at the time of construction document review. Staff would note that these street lights must be designed and installed according to "Dark skies" standards and Kuna City Code.

3.4.1.4 Kuna's Comprehensive Plan (Comp Plan), encourages a variety of housing types for all income levels numerous times throughout the document. Additionally, the City attempts to balance all housing types within the City. Pertinent sections of the Comprehensive Plan that address housing types are included below, in Section "G" (Comprehensive Plan Analysis) of this report.

3.4.1.5 Ashton Estates East sewage is anticipated to flow to the Danskin Lift Station, at this time, lift station capacity is over-committed. Resultingly the City is and will be unable to issue a "Will Serve" letter to receive and process the wastewater from any residential structure constructed within Ashton Estates East Subdivision. The City of Kuna is actively working to obtain additional capacity in the Danskin Lift Station but it is unknown how long that will take. Therefore, the objective that public services are available to accommodate proposed subdivisions established in KCC 6-2-3 F., cannot currently be met by the City.

3.4.1.6 Staff recommends that if the Council approves this project, the Applicant be subject to the following conditions. First, the Applicant shall not request final plat approval until the City's Public Works Director issues the Will-Serve Letter to the applicant that states the City's Danskin Lift Station or some other City appurtenance has capacity to accept the wastewater discharged from the proposed subdivision. Second, 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. The additional conditions have been provided as conditions number 18 and number 19 of this staff report.

3.4.1.7 Staff has determined the preliminary plat and design review generally complies with the goals and policies for Kuna City, Title 5 and Title 6 of Kuna City Code; Idaho Statute § 67-6511; and Kuna Comprehensive Plan. Staff recommends that if the City Council approves of case nos. 19-11-AN (Annexation) and 19-08-S (Preliminary Plat), the applicant be subject to the conditions of approval listed in section "J" of this report, as well as any additional conditions requested by the City Council.

3.4.2 Staff Recommendations: As a result of the review, the City Planner I, Doug Hanson, recommended that if the Council recommends approves of case no. 19-11-AN (Annexation) and 19-08-S (Preliminary Plat), the applicant be subject to the conditions of approval:

3.4.2.1 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:

3.4.2.1.1 The City Engineer shall approve the sewer hook-ups.

3.4.2.1.2 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.

3.4.2.1.3 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".

3.4.2.1.4 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.

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

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

3.4.2.1.7 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.

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

3.4.2.3 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.

3.4.2.4 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 annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation system.

3.4.2.5 Connection to City Services (Sewer, Water, Pressurized Irrigation) is required. The applicant shall conform all corresponding Master Plans.

3.4.2.6 Applicant shall be required to participate, as determined by the City Engineer, in the development of additional lift station capacity.

3.4.2.7 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.

3.4.2.8 Applicant shall work with staff in order to provide locations of street lights as required by Kuna City Code.

3.4.2.9 Street lights for the site shall be LED lighting, must comply with Kuna City Code and established Dark Skies practices.

3.4.2.10 Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted).

3.4.2.11 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 approved from the public entities owning the property.

3.4.2.12 If any revisions are made, the applicant shall provide the Planning and Zoning Staff with a revised copy of the preliminary plat.

3.4.2.13 Any revisions of the plat are subject to administrative determination to rule if the revision is substantial.

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

3.4.2.15 Applicant shall follow staff, City Engineer and other agency requirements as applicable.

3.4.2.16 Applicant shall comply with all local, state and federal laws.

3.4.2.17 Applicant shall install perimeter fencing around the entire subdivision, including future stub streets.

3.4.2.18 Applicant shall not request final plat approval until the City's Public Works Director issues the Will-Serve Letter to the applicant that states the City's Danskin Lift Station or some other City appurtenance has capacity to accept the wastewater discharged from the proposed subdivision.

3.4.2.19 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.

3.5 Other Testimony

3.5.1 10/6/2020 Public Hearing – Stephanie Leonard, KM Engineering, testified about the specifics of the development; providing a mix of lot sizes and subdivision amenities.

3.5.2 10/6/2020 Public Hearing – Bud Gibson, neighboring property owner, testified asking about what would happen to his property frontage with the construction of a new section of Stroebel Road.

3.5.3 10/6/2020 Public Hearing – Shallelle Jacobs, neighboring property owner, testified about the concerns she had with increased traffic volume traveling of Meadow View Road.

3.5.4 10/6/2020 Public Hearing – Stephanie Leonard, KM Engineering, addressed the concerns of the neighboring property owners.

3.5.5 10/20/2020 Public Hearing – Eric Scheck, Owner, testified about the willingness to work with Public Works in order to contribute to sewer capacity. He then discussed specifics of the development; providing a mix of lot sizes and subdivision amenities.

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 §§ 50-222, 67-6513, & 67-6615, and Kuna City Code §6-2-3 (F).

4.3 The Kuna City Council has the exclusive general supervisory authority over all plat approvals and certification under their jurisdiction as provided in Idaho Code § 50-1308.

4.4 The Kuna City Council cannot exercise extraterritorial jurisdiction and give final approval on land use applications for lands outside of the Kuna City boundaries unless said lands are first annexed into the city boundaries. *See Casteneda v. Brighton Corp.,* 130 Idaho 923 (1997); *see also* Article XII, § 2, of the Idaho Constitution.

4.5 "Annexation" is legislative act of city government accomplished by enactment of ordinance. I.C. § 50-222; *Crane Creek Country Club v. City of Boise*, 1990, 121 Idaho 485 (1990) (on rehearing).

4.6 Annexation ordinances are not creatures of Local Planning Act, I.C. § 67-6501 et seq.; rather, annexation authority flows from statute antedating Local Planning Act which broadly authorizes a city to annex adjacent territory and by ordinance to declare the annexed area part of city. I.C. § 50-222; *Coeur D'Alene Indus. Park Property Owners Ass'n, Inc. v. City of Coeur D'Alene*, 108 Idaho 843 (1985).

V
CONCLUSIONS OF LAW
RE: APPLICATION FOR ANNEXATION

5.1 The City of Kuna has authority to annex lands into its boundaries pursuant to I.C. § 50-222.

5.2 I.C. § 50-222(1) provides that:

> [C]ities of the state should be able to annex lands which are reasonably necessary to assure the orderly development of Idaho's cities in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services, *to enable the orderly development of private lands* which benefit from the cost-effective availability of municipal services in urbanizing areas and to equitably allocated the costs of public services in management of development on the urban fringe.

(emphasis added).

5.3 The proposed annexation is a Category A annexation as described in I.C. § 50-222(3)(a), because all private landowners of the parcels at issue have consented to the proposed annexation.

5.4 The annexation, proposed by the Annexation Application in Case No. 19-11-AN, would not constitute an orderly development and would contribute to urban sprawl of the City.

VI
CONCLUSIONS OF LAW
RE: APPLICATION FOR PRELIMINARY PLAT

6.1 The City of Kuna has authority to approve preliminary plats within its boundaries pursuant to Idaho Code §§ 50-13 & 67-65, and Kuna City Code § title 6-1-2.

VII
ORDER OF APPROVAL OF APPLICATION FOR ANNEXATION AND PRELIMINARY PLAT

The Kuna City Council, having review 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:

7.1 That the Annexation and Preliminary Plat applications (Case Nos. 19-1-AN & 19-08-S) are hereby *approved.*

BY ACTION OF THE CITY COUNCIL of the City of Kuna at its regular meeting held on the 4th day of November 2020.

Joe Stear, Mayor

BEFORE THE CITY COUNCIL OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATION OF **LETE FAMILY REVOCABLE TRUST** *For the Monarch Landing Preliminary Plat Time Extension.*	)))))))	**Case No. 22-04-TE (Time Extension)** **STAFF MEMO FOR PRELIMINARY PLAT TIME EXTENSION APPLICATION**

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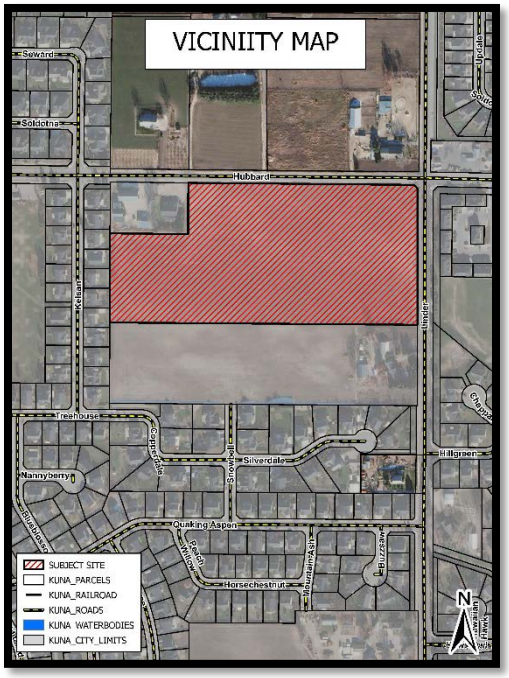


I
EXHIBIT LIST

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

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1.1	Staff Memo			X
2.2	Time Extension Application			X
2.3	FCO's – Approved by City Council 01.05.2021			X
2.4	City Council Meeting Minutes 01.05.2021			X
2.5	Vicinity Map			X

II
GENERAL PROJECT FACTS

2.1 Applicant requests Time Extension Approval for the Monarch Landing Preliminary Plat. The project is located on the southwest corner of the W Hubard Road and N Linder Road intersection (APN: R8555340180): Section 14, Township 2 North, Range 1 West.

III
STAFF ANALYSIS

3.1 In accordance with Kuna City Code Title 6, Chapter 2, Section 4, the Applicant seeks Time Extension approval for the Monarch Landing Preliminary Plat due to issues with construction scheduling; the Applicant has shown momentum through the development process via receiving approval from Public Works for the Construction Drawings.

The Findings of Fact for Monarch Landing were approved January 5, 2021; an approved Preliminary Plat Time Extension shall be valid for two (2) years from the date of approval of the Findings of Fact & Conclusions of Law by City Council.

The City Council is under no obligation to grant a Time Extension. In approving or denying the request for Time Extension, the City Council may add additional Conditions to its approval.

Based upon staff review, staff finds the Time Extension request to be in compliance with Kuna City Code Title 6, Comprehensive Plan Future Land Use Map, and Idaho Code. Staff recommends Council Approve Case No. 22-04-TE, with the Applicant being subject to any additional Conditions the City Council may impose.

3.2 Applicable Standards

3.2.1 Kuna City Code Title 6, Subdivision Regulations

3.2.2 Kuna Comprehensive Plan and Future Land Use Map

3.2.3 Idaho Code Title 67, Chapter 65 – Local Land use Planning Act

IV
PROPOSED FINDIGNS OF FACT

Based upon the record contained in Case No. 22-04-TE (Time Extension) including Kuna City Code, Staff's Memorandums, exhibits, and the testimony during the public meeting, the Kuna City Council hereby *Approves/Conditionally Approves/Denies* these Findings of Fact and Conclusions of Law for Case No. 22-04-TE, a Preliminary Plat Time Extension request for Monarch Landing Subdivision.

If the City Council wishes to Approve, Deny or modify specific parts of the Findings of Fact and Conclusions of Law as detailed below, those changes must be specified.

4.1 Based on the evidence contained in Case No. 22-04-TE, this proposal *does/does not* generally comply with Kuna City Code.

Staff Finding: *The Applicant has submitted a complete application, and following staff review, the application appears to be in general compliance with Kuna City Code Title 6.*

4.2 The contents of the Time Extension application *does/does not* contain all the necessary requirements as listed in Kina City Code 6-2-3 Preliminary Plat.

Staff Finding: *Review by staff of the proposed Preliminary Plat confirms all requirements listed in KCC 6-2-3 were provided.*

V
COUNCIL'S PROPOSED ORDER OF DECISION

Based on the facts outlined in Staff's report and testimony as presented at the Public Meeting, the City Council of Kuna, Idaho, hereby *Approves/Conditionally Approves/Denies* Case No. 22-04-TE (Time Extension), a request for the Monarch Landing Preliminary Plat.

DATED this 6th day of December, 2022.

KUNA
Planning & Zoning

Time Extension Application for Preliminary Plat

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

Office Use Only

Case No(s).: 22-04-TE

Project Name: Monarch Landing

Date Received: 10.10.2022

Date Accepted as Complete: 11.0.2022

Owner Information

Name: Lete Family Revocable Trust

Address: 117 N. Kings Rd, Nampa ID 83687

Phone: 208-465-5013 Email: inakie@kingsgateid.com

Applicant Information

Name: SAME AS ABOVE

Address:

Phone: Email:

Representative Information

Name: Mason & Associates, INC

Address: 924, 3rd Street South, Nampa ID 83651

Phone: 208-454-0256 Email: wmason@masonandassociates.us

Subject Property Information

Subdivision Name: Monarch Landing

Site Address: W Hubbard

Nearest Major Cross Streets: W Hubbard and N Linder Road

Parcel No(s).: R8555340180

Section, Township, Range: 14, T2N, R1W

Please provide the reason for your request:

Due to scheduling, and contruction window This project will not be able to be complete by January 5, 2023.

A request for extension to complete this project is being asked for.

The City has already approved the construction drawings but they can not be built before deadline.

Date of Time Extension: Preliminary plat expires January 5, 2023

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

Information to Note:

The date of application acceptance shall be the date the applicant submits the final required information to the Planning & Zoning Department, including the application fee *(KCC 5-1A-2C).*

Complete applications shall be reviewed within sixty (60) days of date of acceptance *(KCC 5-1A-5A).*

Applicant Signature: _____ Date: _____

By signing, you are confirming you have provided all required items listed on this application.

BEFORE THE CITY COUNCIL

OF THE
CITY OF KUNA

IN THE MATTER OF THE APPLICATIONS OF	**Case Nos. 19-08-ZC (Rezone) 19-10-S (Preliminary Plat)**
LETE FAMILY REVOCABLE TRUST	
For Rezone and Preliminary Plat for the *Monarch Landing Subdivision.*	**FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER OF APPROVAL OF REZONE AND PRELIMINARY PLAT APPLICATIONS.**

THESE MATTERS came before the City Council for public hearing on November 17, 2020 and the hearing was tabled to December 15, 2020 for receipt and consideration by the City Council of these Findings of Fact, Conclusions of Law and Order of Decision for the above referenced Applications. The City Council does now hereby make and set forth the Record of Proceedings, and these Findings of Fact, Conclusions of Law, and Order of Decision.

I
RECORD OF PROCEEDINGS

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

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1	Staff Memo			X
2	Planning and Zoning Commission Meeting Minutes – 6.23.2020			X
3	Rezone Checklist			X
4	Preliminary Plat Checklist			X
5	Commission and Council Review Application			X
6	Vicinity Map			X

7	Legal Description			X
8	Affidavits of Legal Interest			X
9	Letter of Intent			X
10	Commitment to Property Posting			X
11	Subdivision Name Reservation			X
12	Preliminary Plat for Monarch Landing			X
13	Landscape Plan for Monarch Landing			X
14	Neighborhood Meeting Certification			X
15	Request for Comment – Agency Transmittal			X
16	City Engineer Letter			X
17	Ada County Highway District Letter			X
18	Boise Project Board of Control Letter			X
19	Central District Health Department Letter			X
20	Department of Environmental Quality Letter			X
21	Kuna Melba News Legal Notification			X
22	400 ft Legal Notice			X
23	Proof of Property Posting			X
24	Public Testimony – James Clark (Submitted 11/12/2020)			X
25	Public Testimony – Michael & Doris Bailey (Submitted 6/23/2020)			X
26	Public Testimony – James Schecter (Submitted 11/12/2020)			X

1.2 Hearings

1.2.1 Planning and Zoning Commission heard this on June 23, 2020, The FCO's were approved by the Planning and Zoning Commission on July 14, 2020. The Council heard this on November 17, 2020 and tabled it to December 15, 2020. The FCO's have been requested to go Council on January 5, 2020.

1.3 Witness Testimony

1.3.1 Those who testified at the Commission's June 23, 2020 hearing are as follows, to-wit:

1.3.1.1 City Staff:
Troy Behunin, Planner III

1.3.1.2 Appearing for the Applicant:
Will Mason, Mason & Associates, Inc.

1.3.1.3 Neighboring Property Owners appearing neutral:
James & Vicki Clark, 2965 N Linder Road, Kuna, ID 83634; Submitted Written Testimony.

1.3.1.4 Neighboring Property Owners appearing in opposition:
Zachary Wesley, 2767 N. Kelsan Avenue, Kuna, ID 83634; Virtual Testimony via Zoom.

Michael and Doris Bailey, 2766 N Kelsan Avenue, Kuna, ID 83634; Submitted Written Testimony, read into record.

1.3.1.5 Neighboring Property Owners appearing in support:
None.

1.3.2 Those who testified at the Council's November 17, 2020 hearing are as follows, to-wit:

1.3.2.1 City Staff:
Jace Hellman, Interim Planning and Zoning Director

1.3.2.2 Appearing for the Applicant:
None.

1.3.2.3 Neighboring Property Owners appearing neutral:
None.

1.3.2.4 Neighboring Property Owners appearing in opposition:
None.

1.3.2.5 Neighboring Property Owners appearing in support:
None.

1.3.3 Those who testified at the Council's December 15, 2020 hearing are as follows, to-wit:

1.3.3.1 City Staff:
Jace Hellman, Interim Planning and Zoning Director

1.3.3.2 Appearing for the Applicant:
None.

1.3.3.3 Neighboring Property Owners appearing neutral:
James Schecter, 1520 W Soldotna Dr, Kuna, ID 83634; Submitted Written Testimony.
James & Vicki Clark, 2965 N Linder Road, Kuna, ID 83634; Submitted Written Testimony.

1.3.3.4 Neighboring Property Owners appearing in opposition:
Michael and Doris Bailey, 2766 N Kelsan Avenue, Kuna, ID 83634; Submitted Written Testimony.

1.3.3.5 Neighboring Property Owners appearing in support:
None.

II
DECISION

WHEREUPON THE CITY COUNCIL being duly informed upon the premises and having reviewed the record, evidence, and testimony received and being fully advised in the premises, DO

HEREBY MAKE THE FOLLOWING FINDINGS OF FACT, CONCLUSIONS OF LAW, AND ORDER, to-wit:

III
FINDINGS OF FACT

3.1 Findings Regarding Notice

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

3.1.2 Notice Provided

3.1.2.1 Notice was published for the November 17, 2020 hearing on the preliminary plat and rezone for Monarch Landing Subdivision was published in the *Kuna Melba Newspaper*, the official City of Kuna newspaper, which has general circulation within the boundaries of the City and in Ada County and Canyon County.

Newspaper	***Dates Published***
Kuna Melba Newspaper	October 21, 2020

3.1.2.2 Notice for the November 17, 2020 hearing containing the description of the property proposed to be developed was mailed on the November 6, 2020 to all known and affected property owners within four hundred (400) feet of the boundaries of the area described in the application.

3.1.2.3 Notice for the November 17, 2020 hearing was posted on a sign in accordance with Kuna City Code 5-1A-8 on October 9, 2020. A Proof of Property Posting was provided to staff on October 12, 2020.

3.1.2.4 Notice for the November 17, 2020 and December 15, 2020 hearing was posted in conspicuous places within City Hall on the Foyer's Bulletin Boards and City Website.

3.2 Findings Regarding Rezone

3.2.1 The land for proposed Rezone is comprised of one parcel totaling approximately 17.34 acres. The parcels include the following:

Property Owner	Parcel Size:	Current Zone	Parcel Number
Wolfgram, Dennis & Helene	17.34 acres	Ag. – Agriculture	R8555340170

3.2.2 None of the landowners of the parcel at issue opposed rezoning.

3.2.3 The Parcel is currently in Kuna City Limits and has a zoning district classification of Agriculture. The Comprehensive Plan Future Land Use Map identifies the subject parcels as Commercial.

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

North	RR	Rural Residential – Ada County
South	A	Agriculture – Kuna City
East	C-1	Neighborhood Commercial – Kuna City
West	R-4	Medium-Density Residential – Kuna City

3.2.5 The Property was annexed into Kuna City Limits on July 5, 2006.

3.2.6 The proposed project sites contain one single-family home and three agricultural outbuildings. The site around the existing home and outbuildings will be platted as an out parcel with the Monarch Landing Subdivision. Vegetation in direct proximity to the single-family home includes trees, shrubs and grass. Vegetation on the remainder of the site is consistent with that of crop fields.

3.2.7 The parcels have an estimated average slope of less than 1.25%. According to the USDA Soil Survey for Ada County, bedrock depth is estimated to be greater than 60 inches across the proposed development area.

3.3 Findings Regarding Preliminary Plat Application

3.3.1 All technical requirements listed in KCC 6-2-3 were provided on the Preliminary Plat.

3.3.2 The proposal is for a multi-phased Subdivision that would include 15 lots (10 commercial lots and 5 Common lots).

3.3.3 The applicant requested a C-3 (Service Commercial).

3.3.5 Monarch Landing Subdivision is located in the Hubbard Lift Station Sewer Drainage Basin. Approximately 200 EDU connections may be available in the Hubbard Lift Station Drainage Basin. Developer participation may be needed to expand the Hubbard Lift Station and associated force main. Sewer and Water "Will Serve" commitments shall be based on available water and sewer capacities at the time of construction drawing approval.

3.3.6 Correspondence from ACHD, confirmed by City Council, requires both access points on Hubbard Road to align with the two existing accesses to the north, and the most western access (approx. 675-ft west of the Hubbard Road and Linder Road Instersection) be approved as a temporary full access. Additionally, the access proposed on Linder shall be approved as Right In/Right Out.

3.4 Testimony of the City Planner

3.4.1 **Conclusions**: The City Planner, in a staff report to the City Council dated December 15, 2020, confirmed that a review of the site and records on file at the City of Kuna has been completed with the following conclusions:

3.4.1.1 The applicant proposes to rezone lot 1, Block 1 within the Tukila subdivision from Agriculture (Ag.) to C-3 (Area Commercial). Lot 1, Block 1 is approximately 17.34 acres, and is within Kuna City limits. Applicant proposes to subdivide the 17.34 acres into 15 total lots (10 buildable lots, five (5) common lots). The applicant held a neighborhood meeting with residents within 400 ft of the subject site on September 5, 2019. There were 10 people who attended the meeting. Minutes from the neighborhood meeting are included in packet.

3.4.1.2 The applicant proposes three separate points of access, two on Hubbard road, and one on Linder Road per the originally submitted preliminary plat dated 12.9.2020. ACHD has policies and design standards for access on classified roads that must be followed; both are classified as Mile arterial roads. ACHD has recommended that both access points on Hubbard line up with the two existing accesses to the north, and that the western access should be a temporary full-access. ACHD has also recommended that the Linder Rd. access be a Right In/Right Out and located between lots 14 & 15. Staff supports a full access for the proposed western Hubbard Rd. access (approx. 675' west of the intersection) as long as it lines up with the northern access. With Councils approval staff will support a Right In/Right Out for the proposed eastern Hubbard access and a Right in/Right Out for the Linder Road access. Due to the increasing volume of traffic at this intersection staff does not support a full-access for the proposed eastern Hubbard Road or Linder Road access points. Staff would recommend the applicant be conditioned to follow Kuna City Code (KCC) for improvements to include curb, gutter and an 8-foot sidewalk on both frontages. A Preliminary Plat, dated August 5, 2020, has since been submitted to Staff incorporating the improvements required by Kuna City Code and Ada County Highway District, as well as comments provided by the Kuna Planning and Zoning Commission at their June 23, 2020 public hearing, which includes a 15-ft landscape buffer along the western property line.

3.4.1.3 The City does not allow for borrow ditches for any roads. If a classified road does not meet the ACHD policies for vertical curb and if the need arises for borrow ditches on classified roads *and* if ACHD specifically does not allow vertical curb, staff recommends the applicant be conditioned to obtain a license agreement from ACHD to provide sod and watering source in the borrow ditches as allowed. Applicant shall provide sand windows for draining. It is the goal of the City of Kuna to have a completed project along roadways and dirt/gravel are not a completed road section.

3.4.1.4 Although the existing residence is not a part of the proposed preliminary plat, it is still part of the overall project and impact to the area. Staff notified the applicant prior to submittal to expect to be required to fully improve the frontage along Hubbard Road including connection to the existing sidewalk to the west to complete this section of an arterial road. This proposed development will create a small remnant property and will likely not be redeveloped for a long time. If this is not improved with this development, it will create a gap in the road section and the sidewalk greater than 300' with commercial attracting more vehicle and foot traffic, in compliance with Objective 4.B.2 of the Comp Plan.

3.4.1.5 Kuna's Comprehensive Plan (Comp Plan), encourages a variety of commercial uses to be established throughout the City numerous times throughout the document. Additionally, the City encourages commercial uses on corners of arterial roadways. Staff supports a five-acre self-storage facility at this location provided the applicant places the storage units as proposed. This application also provides for additional commercial uses on the Linder and Hubbard frontages, including the hard corner. The Comp plan encourages a variety of Commercial uses throughout the City.

3.4.1.6 Staff has determined the rezone and preliminary plat requests generally comply with the goals and policies for Kuna City, Title 5 and Title 6 of the Kuna City Code; Idaho Statute § 67-6511; and the Kuna Comprehensive Plan. The applicant will be required to work with staff, Ada County Highway District, Kuna Rural Fire District, as well as any other applicable agencies to ensure conformance to each agency's requirements.

3.4.2 **Staff Recommendations:** As a result of the review, Interim Planning and Zoning Director, Jace Hellman, recommended that if the City Council approves case nos. 19-08-ZC (Rezone) and 19-10-S (Preliminary Plat), the applicant be subject to the following conditions of approval, including one additional condition:

3.4.2.1 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:

3.4.2.1.1 The City Engineer shall approve the sewer hook-ups.

3.4.2.1.2 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.

3.4.2.1.3 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".

3.4.2.1.4 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.

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

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

3.4.2.1.7 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.

3.4.2.2 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-W**.

3.4.2.3 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.

3.4.2.4 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).

3.4.2.5 Connection to City Services (Sewer, Water, Pressurized Irrigation) is required. The applicant shall conform all corresponding Master Plans.

3.4.2.6 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.

3.4.2.7 Preliminary Plat note No. 9 shall be amended to state common lots, or be eliminated. A revised preliminary plat shall be submitted to the Planning and Zoning Department for approval.

3.4.2.8 Applicant shall work with staff in order to provide locations of street lights as required by Kuna City Code.

3.4.2.9 Street lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Skies practices.

3.4.2.10 Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted).

3.4.2.11 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.

3.4.2.12 If ACHD *specifically* does not allow vertical curb for classified roads, the applicant is conditioned to obtain a license agreement from ACHD to provide sod and watering source in the borrow ditches as allowed, including sand windows for draining.

Otherwise, road widening and full improvements is hereby conditioned.

3.4.2.13 The applicant's updated Landscape Plan shall be considered a binding site plan, *or as modified and approved* through the public hearing process.

3.4.2.14 Applicant shall comply with Kuna City Code 5-17 for all common areas. The applicant shall provide staff with an amended landscape plan.

3.4.2.15 Landscaping cannot be placed within ten (10) feet of any and all meter pits, pressurized irrigation valves, and/or ACHD underground facilities and must honor all vision triangles.

3.4.2.16 Applicant shall provide an organic landscaped strip at least 15' wide on the west side during the Design Review for the Storage units.

3.4.2.17 If any revisions are made, the applicant shall provide the Planning and Zoning Staff with a revised copy of the preliminary plat.

3.4.2.18 Any revisions of the plat are subject to administrative determination to rule if the revision is substantial.

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

3.4.2.20 Developer/owner/applicant shall follow staff, City engineers and other agency recommended requirements as applicable.

3.4.2.21 Developer/owner/applicant shall comply with all local, state and federal laws.

3.5 Other Testimony

3.5.1 6/23/2020 Public Hearing – William Mason, Mason & Associates, testified that the proposed project complies with the future land use map. The main purpose of this project to acquire a special use permit for additional self-storage and the remaining lots will be for gas station and strip mall type users. They do agree with Staffs and ACHD's concerns and will provide an update plat correcting the concerns. Cross access will be provided across the site. Additional access concerns and solutions were discussed.

3.5.2 6/23/2020 Public Hearing – Zachary Wesley, 2767 N Kelsan Avenue, testified about concern for competing commercial and residential uses and future compatibility issues in the area. Commercial is appropriate there, but was not convinced the applicant had done enough to consider the existing residential.

3.5.3 6/23/2020 Public Hearing – Michael & Doris Bailey (read into record by City Planner III, Troy Behunin) 2766 N Kelsan Avenue, testified that their home is directly adjacent to the first phase of this project. Concerns regarding lighting and noise that would impact their ability to enjoy their own backyard. Traffic will increase as a result as well.

3.5.4 6/23/2020 Public Hearing (Rebuttal) – William Mason, Mason & Associates, discussed potential mitigations to reduce the impact on existing residences including additional organic landscape strip along western boundary in addition to a CMU wall. They would also incorporate dark sky lighting, so lights will shine directly down and not into neighbors' backyards.

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 REZONE

5.1 The City of Kuna has authority to rezone lands within its boundaries pursuant to I.C. § 67-6511.

5.2 Kuna City Code, Title 1, Chapter 14, Section 3, states that Rezones 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 The Rezone, proposed by the Rezone Application in Case No. 19-08-ZC, would comply with the comprehensive plan.

VI
CONCLUSIONS OF LAW
RE: APPLICATION FOR PRELIMINARY PLAT

6.1 The City of Kuna has authority to approve preliminary plats within its boundaries pursuant to I.C. § 50-13 & 67-65.

6.2 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.

6.3 Subdivision regulations as defined in Kuna City Code Title 6 are authorized by I.C. §§ 50-13 & 67-65 and Article 12, section 2.

VII
ORDER OF APPROVAL OF APPLICATIONS FOR REZONE AND 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:

7.1 That the Rezone application (Case No. 19-08-ZC) is approved

7.2 That the Preliminary Plat application (Case No. 19-10-S) is approved.

BY ACTION OF THE CITY COUNCIL of the City of Kuna at its regular meeting held on the 5th day of January, 2020.

Joe Stear, Mayor

Should state January 5, 2021. See City Council Meeting Minutes.

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

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

City Council Meeting
Minutes
Tuesday, January 5, 2021

6:00 P.M. REGULAR CITY COUNCIL

Due to the rise in COVID-19 cases and the Governor's Order dated November 14, 2020:
Council Chamber is closed to the public.
Public Attendance Option is Live Streaming

1. Call to Order and Roll Call

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

CITY STAFF PRESENT:
Bill Gigray, City Attorney – Via Zoom
Chris Engels, City Clerk – In Person
Jared Empey, City Treasurer – Via Zoom
Lisa Holland, Economic Development Director – Via Zoom
Nancy Stauffer, Human Resources Director – Via Zoom
Jace Hellman, Interim Planning & Zoning Director – Via Zoom
Paul Stevens, Public Works Director – Via Zoom
Bobby Withrow, Parks Director – Via Zoom
Mike Fratusco, Kuna Police Chief – Via Zoom
Doug Hanson, Planner I – Via Zoom

2. Invocation: None

3. Pledge of Allegiance: Mayor Stear
(Timestamp 00:00:22)

Consideration to Amend the Agenda
(Council must move to amend the agenda per IC 74-204(4)(b))

Add new item under Business, 7B Elect a Council President for the 2021 term.
(Timestamp 00:00:44)

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

4. Consent Agenda: ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS
(Timestamp 00:01:20)

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 December 15, 2020

B. Accounts Payable Dated December 29, 2020 in the amount of $504,194.78

C. Case No. 20-22-FP (Final Plat) for Patagonia No. 8

D. Findings of Fact and Conclusions of Law

1. Case Nos. 19-08-ZC (Rezone) & 19-10-S (Preliminary Plat) for Monarch Landing Subdivision

2. Case No. 20-03-AN (Annexation) for C&G Farms

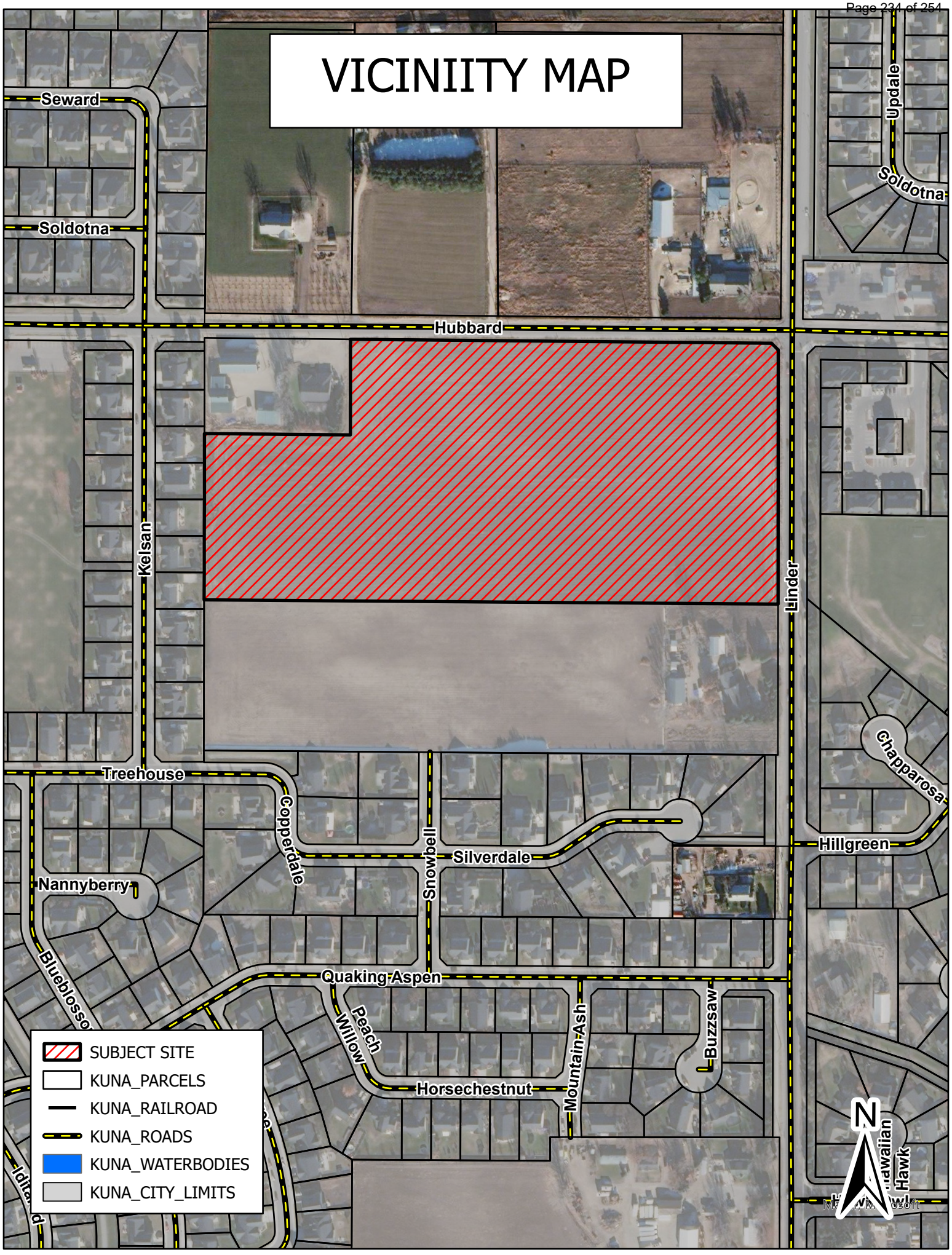
3. Case No. 20-07-S (Preliminary Plat) for Memory Ranch Subdivision No. 6-9

Motion To: Approve the Amend the Agenda to elect a council president for the 2021 Term
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Voting No: None
Absent: None
Motion Passed: 4-0

Motion To: Approve the Consent Agenda as published
Motion By: Council President McPherson
Motion Seconded: Council Member Christensen
Further Discussion: None
Approved by the Following Roll Call Vote:
Voting Aye: Council Members Cardoza, Christensen, Laraway and McPherson
Voting No: None
Absent: None
Motion Passed: 4-0

5. External Reports or Requests: *None*

6. Public Hearings:


VICINIITY MAP
Seward
Soldotna
Updale
Soldotna
Hubbard
Kelsan
Linder
Chapparosa
Treehouse
Copperdale
Snowbell
Silverdale
Hillgreen
Nannyberry
Blueblosso
Quaking Aspen
Peach
Willow
Mountain Ash
Buzzsaw
Horsechestnut
Hawk
SUBJECT SITE
KUNA_PARCELS
KUNA_RAILROAD
KUNA_ROADS
KUNA_WATERBODIES
KUNA_CITY_LIMITS
N

BEFORE THE CITY COUNCIL OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATION OF **DB DEVELOPMENT, LLC** *For the Whisper Meadows Preliminary Plat Time Extension.*	)	**Case No. 22-05-TE (Time Extension)** **STAFF MEMO FOR PRELIMINARY PLAT TIME EXTENSION APPLICATION**

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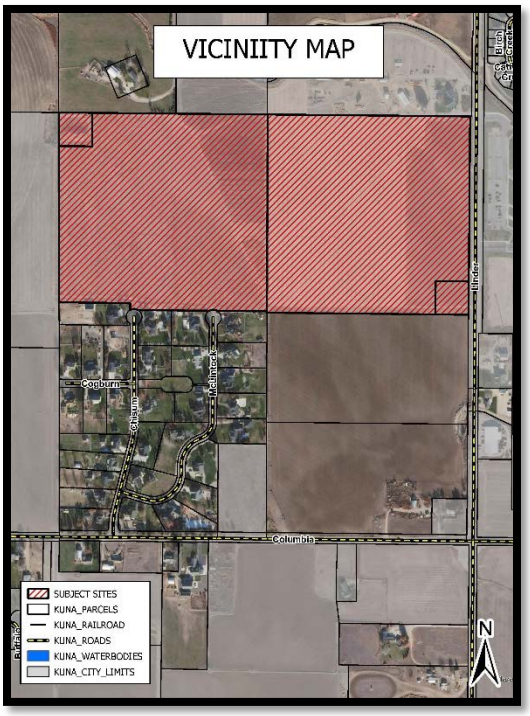
1. Exhibit List

2. General Project Facts

3. Staff Analysis

4. Proposed Findings of Fact

5. Council's Proposed Order of Decision



I
EXHIBIT LIST

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

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1.1	Staff Memo			X
2.1	Time Extension Application			X
2.2	Narrative			X
2.3	Vicinity Map			X
2.4	First Time Extension Request – Approved by City Council 01.19.2021			X

II
GENERAL PROJECT FACTS

2.1 Applicant requests a second Time Extension Approval for the Whisper Meadows Preliminary Plat. The project is located half a mile north of the N Linder Road and W Columbia Road intersection, on the west side of N Linder Road (APNs: R1693860010, R1393850100, R1693860280, R1693860290); Section 11, Township 2 North, Range 1 West.

III
STAFF ANALYSIS

3.1 In accordance with Kuna City Code Title 6, Chapter 2, Section 4, the Applicant seeks Time Extension approval for the Whisper Meadows Preliminary Plat. Applicant is currently actively working with the Public Works Department to accommodate the future Mason Creek Trunk Line which will cross through the subdivision.

A Preliminary Plat Time Extension shall be valid for two (2) years from the date of approval. A previous Time Extension request was approved by City Council January 19, 2021, and will expire January 19, 2023; if approved, this current Time Extension request would expire January 19, 2025.

The City Council is under no obligation to grant a Time Extension. In approving or denying the request for Time Extension, the City Council may add additional Conditions to its approval.

Based upon staff review, staff finds the Time Extension request to be in compliance with Kuna City Code Title 6, Comprehensive Plan Future Land Use Map, and Idaho Code. Staff recommends Council Approve Case No. 22-05-TE, with the Applicant being subject to any additional Conditions the City Council may impose.

3.2 Applicable Standards

3.2.1 Kuna City Code Title 6, Subdivision Regulations

3.2.2 Kuna Comprehensive Plan and Future Land Use Map

3.2.3 Idaho Code Title 67, Chapter 65 – Local Land use Planning Act

IV
PROPOSED FINDIGNS OF FACT

Based upon the record contained in Case No. 22-05-TE (Time Extension) including Kuna City Code, Staff's Memorandums, exhibits, and the testimony during the public meeting, the Kuna City Council hereby *Approves/Conditionally Approves/Denies* these Findings of Fact and Conclusions of Law for Case No. 22-05-TE, a second Preliminary Plat Time Extension request for Whisper Meadows Subdivision.

If the City Council wishes to Approve, Deny or modify specific parts of the Findings of Fact and Conclusions of Law as detailed below, those changes must be specified.

4.1 Based on the evidence contained in Case No. 22-05-TE, this proposal *does/does not* generally comply with Kuna City Code.

Staff Finding: *The Applicant has submitted a complete application, and following staff review, the application appears to be in general compliance with Kuna City Code Title 6.*

4.2 The contents of the Time Extension application *does/does not* contain all the necessary requirements as listed in Kina City Code 6-2-3 Preliminary Plat.

Staff Finding: *Review by staff of the proposed Preliminary Plat confirms all requirements listed in KCC 6-2-3 were provided.*

V
COUNCIL'S PROPOSED ORDER OF DECISION

Based on the facts outlined in Staff's report and testimony as presented at the Public Meeting, the City Council of Kuna, Idaho, hereby *Approves/Conditionally Approves/Denies* Case No. 22-05-TE (Time Extension) for the Whisper Meadows Preliminary Plat.

DATED this 6th day of December, 2022.

KUNA Planning & Zoning

Time Extension Application for Preliminary Plat

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

****Office Use Only****

Case No(s).: 22-05-TE

Project Name: Whisper Meadows

Date Received: 10.21.2022

Date Accepted as Complete: 11.03.2022

Owner Information

Name: Vanderkooy Farm LLC

Address: 1691 S Grand Fork Way, Meridian, ID 83642

Phone: 208.850.0591 Email: timothyeck@me.com

Applicant Information

Name: DB Development, LLC

Address: 6152 W Half Moon Ln., Eagle, ID 83616

Phone: 208.850.0591 Email: timothyeck@me.com

Representative Information

Name: Cam Scott, KM Engineering, LLP

Address: 5725 N Discovery Way, Boise, ID 83713

Phone: 208.639.6939 Email: cscott@kmengllp.com

Subject Property Information

Subdivision Name: Whisper Meadows Subdivision No. 1

Site Address: S Linder Rd.

Nearest Major Cross Streets: S Linder Rd. and W Columbia Rd.

Parcel No(s).: R1693860290 R1693860010, R1393850100, R1693860280

Section, Township, Range: SE 1/4 of S02, T2N, R1W

Please provide the reason for your request:

see attached narrative

Date of Time Extension: 10.21.2022

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

Information to Note:

The date of application acceptance shall be the date the applicant submits the final required information to the Planning & Zoning Department, including the application fee *(KCC 5-1A-2C)*.

Complete applications shall be reviewed within sixty (60) days of date of acceptance *(KCC 5-1A-5A)*.

Applicant Signature: Cameron Scott Date: 10.21.22

By signing, you are confirming you have provided all required items listed on this application.

km
ENGINEERING

October 21, 2022
Project No.: 19-089

Doug Hanson
Planning & Zoning Director
City of Kuna
751 W 4th St.
Kuna, ID 83634

RE: Whisper Meadows Subdivision No. 1 – Kuna, ID
Time Extension Application

Dear Doug,

On behalf of DB Development, LLC and/or its assigns, please find the attached application and supplemental items for review of a time extension request for Whisper Meadows Subdivision.

The preliminary plat for Whisper Meadows Subdivision (Case No. 18-01-S) was approved on March 19, 2019. Whisper Meadows is a single-family residential community consisting of 310 buildable lots and 38 common lots, for a total of 348 lots on 73.17 acres. The original approval for Whisper Meadows was set to expire on March 19, 2021. A two-year time extension for the Whisper Meadows preliminary plat was approved on January 19, 2021 (Case No. 20-02-TE) and will expire on January 19, 2023.

In the time since the previous time extension was granted, we have coordinated with the Public Works Department and other agencies to address notes and corrections on the construction plans and have made significant changes to the phasing plan for this development to accommodate construction of the Mason Creek Trunk Line. This facility was originally planned to be located north of Mason Creek, well outside the boundary of the Whisper Meadows Subdivision. Following extensive research and studies to determine the size and route of the trunk line, the existing segment north of Mason Creek was abandoned and re-routed on the south side of the creek, through Whisper Meadows. Construction drawings for Whisper Meadows No. 1 were originally submitted on October 7, 2020, and were not approved until February 1, 2022.

We would like to request a second time extension to allow us to continue working with the Public Works Department to determine the specifications and location of the trunk line. This additional time will afford the development team the capacity to make changes based on the engineering department's comments and changes associated with the Mason Creek Trunk Line and planned infrastructure.

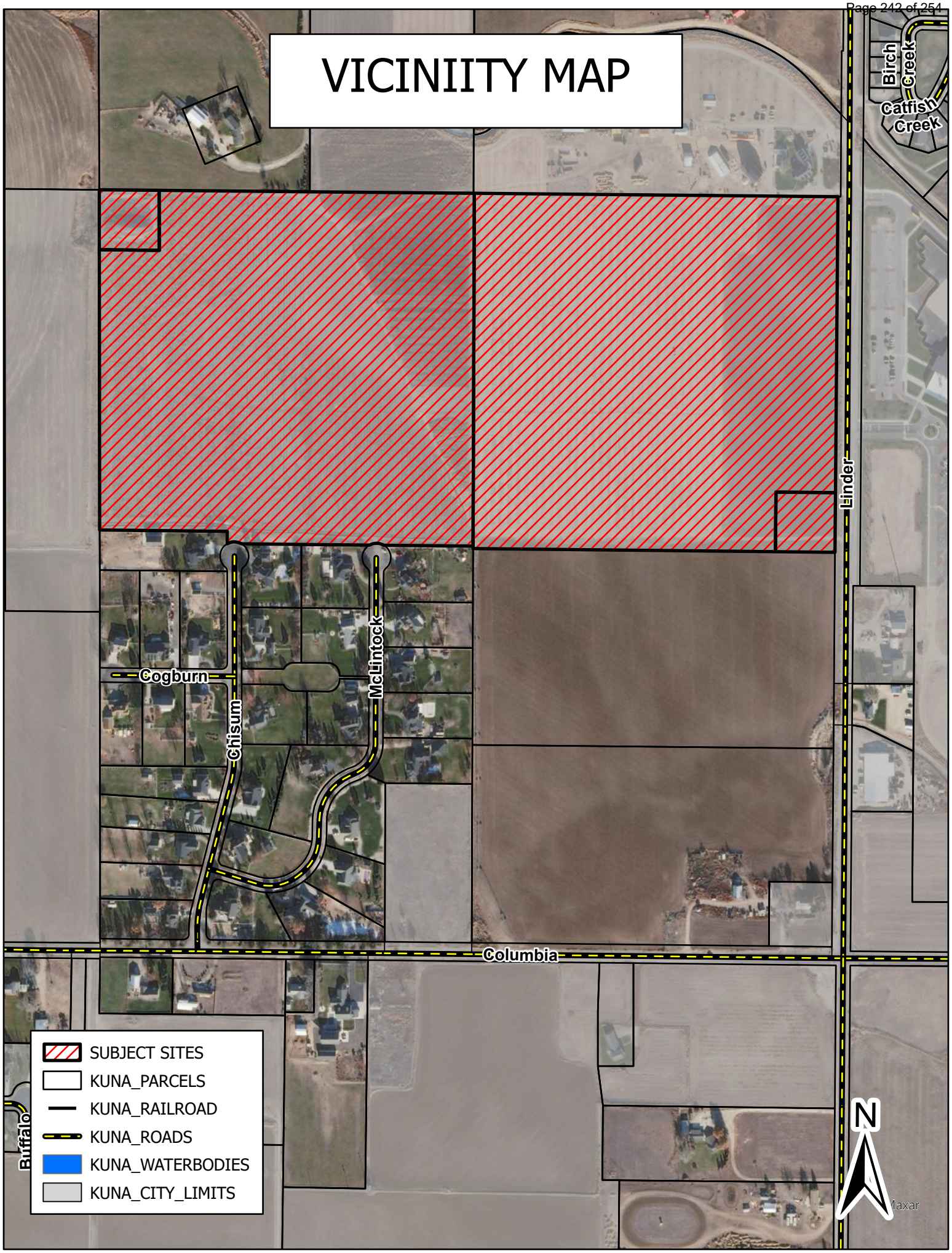
We appreciate your consideration on this request and look forward to continuing to work with the city toward the project's completion. Should you have questions or require further information to review this request, please contact me as soon as possible.

Sincerely,
KM Engineering, LLP

Cam Scott
Land Planner

cc: DB Development, LLC

VICINIITY MAP



City of Kuna
Planning & Zoning
Department
P.O. Box 13
Kuna, Idaho 83634
208.922.5274
Fax: 208.922.5989
Website: www.cityofkuna.com

Time Extension Application For Preliminary Subdivision Plat

Fee: $300

For Office Use Only	
File Number (s)	20-02-TE
Project name	Whisper Meadows
Date Received	11.30.2020
Date Accepted/ Complete	
Cross Reference Files	
City Council Hearing Date	

Reason for request:

KM Engineering is applying for a time extension for Whisper Meadows Subdivision because we are currently working through notes and corrections on our recently submitted construction plans. The original 2-year timeline date of approval, March 19th, 2019, is quickly approaching and the time extension will give us the time we need to deliver adequate construction plans for the project while also routing the plat.

Date of Time Extension:

March 19th, 2021

Contact/Applicant Information

Owners of Record: Vanderkooy Farm LLC's
Address: 6152 West Half Moon Lane
City, State, Zip: Eagle, Idaho, 83616
Phone Number: 208.850.0591
E-Mail: timothyeck@me.com
Fax #:

Applicant (Developer): DB Development, LLC
Address: 6152 West Half Moon Lane
City, State, Zip: Eagle, Idaho, 83616
Phone Number: 208.850.0591
E-Mail: timothyeck@me.com
Fax #:

Engineer/Representative: Kyle Prewett
Address: 9233 West State Street
City, State, Zip: Boise, Idaho 83714
Phone Number: 208.639.6939
E-Mail: kprewett@kmengllp.com
Fax #: 208.639.6930

Subject Property Information

Subdivision Name: Whisper Meadows Subdivision No. 1
Site Address: S Linder Road
Site Location (Cross Streets): S Linder Road, W Columbia Road
Parcel Number (s): R1693860290
Section, Township, Range: SE 1/4 of S02, T2N, R1W

Signature: Kyle Prewett Date: 11/17/20

BEFORE THE CITY COUNCIL OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATION OF **DB DEVELOPMENT, LLC** *For the Ashton Estates East (No. 5) Final Plat Time Extension.*	))))))	**Case No. 22-06-TE (Time Extension)** **STAFF MEMO FOR FINAL PLAT TIME EXTENSION APPLICATION**

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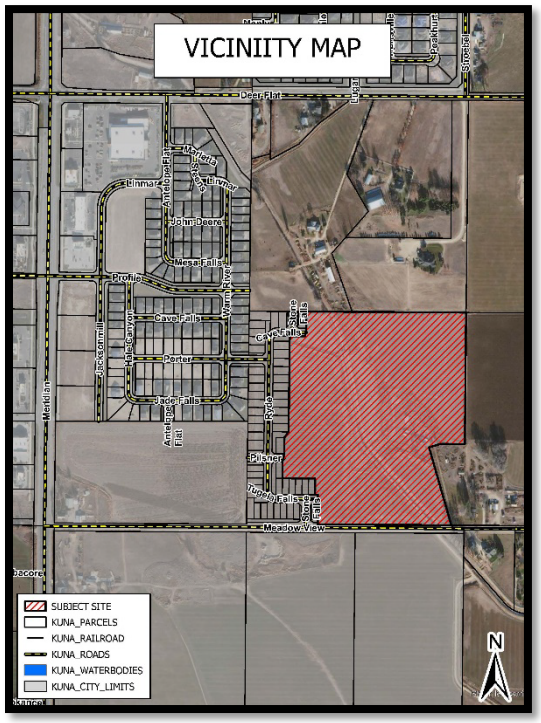
1. Exhibit List

2. General Project Facts

3. Staff Analysis

4. Proposed Findings of Fact

5. Council's Proposed Order of Decision



I
EXHIBIT LIST

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

1.1 Exhibits:

	DESCRIPTION OF EVIDENCE	*Withdrawn*	*Refused*	*Admitted*
1.1	Staff Memo			X
2.2	Time Extension Application			X
2.3	Vicinity Map			X
2.4	Ashton Estates (East) No. 4 Final Plat Recordation Date – 11.18.2021			X

II
GENERAL PROJECT FACTS

2.1 Applicant requests Time Extension Approval for the Ashton Estates (East) No. 5 Final Plat. The project is located immediately west of the N Stone Falls Avenue and E Meadow View Road intersection (APN: S1419244200); Section 19, Township 2 North, Range 1 East.

III
STAFF ANALYSIS

3.1 In accordance with Kuna City Code Title 6, Chapter 2, Section 4, the Applicant seeks Time Extension approval for the Ashton Estates (East) No. 5 Final Plat as their project is currently facing sewer capacity issues due to the Danskin Lift Station being fully committed, and have not received their Will-Serve Letter from the City Engineer. 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 Kuna City Code §6-2-43 (J), a Time Extension to a Final Plat up to and until a Will-Serve Letter has been issued.

Ashton Estates (East) No. 4 Final Plat was recorded with Ada County November, 18, 2021; per Kuna City Code, a Final Plat Time Extension for a project that is phased, the Time Extension shall be valid for one (1) year from the date of recordation of the previous phase.

The City Council is under no obligation to grant a Time Extension. In approving or denying the request for Time Extension, the City Council may add additional Conditions to its approval.

Based upon staff review, staff finds the Time Extension request to be in compliance with Kuna City Code Title 6, Comprehensive Plan Future Land Use Map, and Idaho Code. Staff recommends Council Approve Case No. 22-06-TE, with the Applicant being subject to any additional Conditions the City Council may impose.

3.2 Applicable Standards

3.2.1 Kuna City Code Title 6, Subdivision Regulations

3.2.2 Kuna Comprehensive Plan and Future Land Use Map

3.2.3 Idaho Code Title 67, Chapter 65 – Local Land use Planning Act

IV
PROPOSED FINDIGNS OF FACT

Based upon the record contained in Case No. 22-06-TE (Time Extension) including Kuna City Code, Staff's Memorandums, exhibits, and the testimony during the public meeting, the Kuna City Council hereby *Approves/Conditionally Approves/Denies* these Findings of Fact and Conclusions of Law for Case No. 22-06-TE, a Final Plat Time Extension request for Ashton Estates (East) No. 5.

If the City Council wishes to Approve, Deny or modify specific parts of the Findings of Fact and Conclusions of Law as detailed below, those changes must be specified.

4.1 Based on the evidence contained in Case No. 22-06-TE, this proposal *does/does not* generally comply with Kuna City Code.

Staff Finding: *The Applicant has submitted a complete application, and following staff review, the application appears to be in general compliance with Kuna City Code Title 6.*

4.2 The contents of the Time Extension application *does/does not* contain all the necessary requirements as listed in Kina City Code 6-2-3(J)(2) Preliminary Plat.

Staff Finding: *Review by staff of the proposed Final Plat confirms all requirements listed in KCC 6-2-4 were provided.*

V
COUNCIL'S PROPOSED ORDER OF DECISION

Based on the facts outlined in Staff's report and testimony as presented at the Public Meeting, the City Council of Kuna, Idaho, hereby *Approves/Conditionally Approves/Denies* Case No. 22-06-TE (Time Extension) for the Ashton Estates (East) No. 5 Final Plat.

DATED this 6th day of December, 2022.

Time Extension Application for Final Plat

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

****Office Use Only****

Case No(s).: 22-06-TE

Project Name: Ashton Estates No. 5

Date Received: 10.31.2022

Date Accepted as Complete: 11.03.2022

Owner Information

Name: CW-Kuna, LLC

Address: 8655 S Priest Drive, Tempe, AZ 85284

Phone: (480)820-0977 Email: jjagielko@coronadowest.com

Applicant Information

Name: Hayden Homes Idaho LLC

Address: 2464 SW Glacier Place, Suite 110, Redmond OR 97756

Phone: (208)869-9785 Email: tmokwa@hayden-homes.com

Representative Information

Name: Tim Mokwa

Address: 1406 N Main Street, Suite 109, Meridian, ID 83642

Phone: (208)869-9785 Email: tmokwa@hayden-homes.com

Subject Property Information

Subdivision Name: Ashton Estates Subdivision No. 5

Site Address: 2320 E Meadow View Road, Kuna, ID 83634

Nearest Major Cross Streets: Meadow View and Meridian Rd

Parcel No(s).: S1419244200

Section, Township, Range: 2N 1E 19

Please provide the reason for your request:

The Civil improvement plans have been submitted to the City for review/approval, however, Will-Serve Letter (our notice to proceed with wet utility installation) has not been issued by Public Works, due to capacity concerns with the Danskin lift station. Our original schedule would have had us paving, recording and starting home construction by the end of 2022. As a result of the public works hold on will-serve, we will start as soon as authorized and hope to have lots ready and starting home construction in late 2023. Ashton Estates Subdivision No. 6 final civil plans have also been submitted to the City and are also being held-up due to Danskin lift station capacity concerns.

Date of Time Extension: _____

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

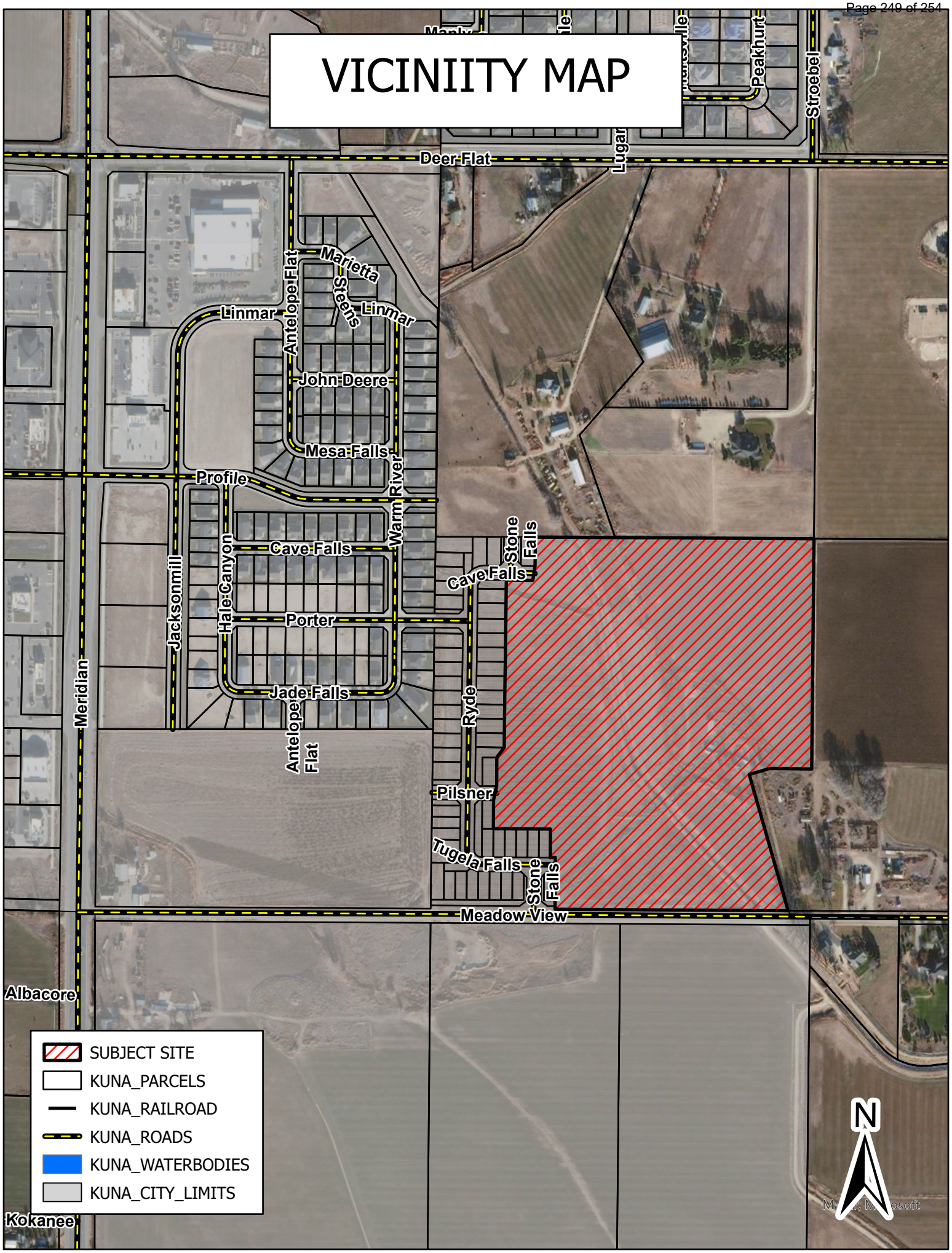
Information to Note:

The date of application acceptance shall be the date the applicant submits the final required information to the Planning & Zoning Department, including the application fee *(KCC 5-1A-2C).*

Complete applications shall be reviewed within sixty (60) days of date of acceptance *(KCC 5-1A-5A).*

Applicant Signature: _____ Date: 10-31-22

By signing, you are confirming you have provided all required items listed on this application.


VICINIITY MAP
Deer Flat
Peakhurst
Stroebel
Lugar
Marietta
Antelope Flat
Steens
Linmar
Linmar
John Deere
Mesa Falls
Profile
Warm River
Cave Falls
Stone Falls
Cave Falls
Jacksonmill
Hale Canyon
Porter
Meridian
Jade Falls
Antelope Flat
Ryde
Pilsner
Tugela Falls
Stone Falls
Meadow View
Albacore
Kokanee
SUBJECT SITE
KUNA_PARCELS
KUNA_RAILROAD
KUNA_ROADS
KUNA_WATERBODIES
KUNA_CITY_LIMITS
N

PLAT OF
ASHTON ESTATES SUBDIVISION No. 4

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE 28 DAY OF October 2021.

PRESIDENT
ADA COUNTY HIGHWAY DISTRICT
Signed by Bruce S. Wong, Director for President

APPROVAL OF KUNA CITY ENGINEER

THIS PLAT IS ACCEPTED AND APPROVED THIS 15TH DAY OF Nov, AD 2021, BY THE CITY ENGINEER OF THE CITY OF KUNA, ADA COUNTY, IDAHO.

CITY ENGINEER, P.E. No. 8722

APPROVAL OF CITY COUNCIL

I, Chris Engels, CITY CLERK IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT IN A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE 1st DAY OF June, A.D. 2021, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

KUNA CITY CLERK

CERTIFICATE OF COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL SURVEYOR FOR ADA COUNTY, IDAHO, DO HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND FIND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

COUNTY SURVEYOR
PLS# 13553

18 November 2021
DATE

HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13 HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE REIMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

REHS.
HEALTH OFFICER

4/28/21
DATE

CERTIFICATE OF ADA COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

Elizabeth Mahn
COUNTY TREASURER
by Katherine Welling

11/18/2021
DATE:

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO } SS
ADA COUNTY }

I HEREBY CERTIFY THAT THIS PLAT OF ASHTON ESTATES SUBDIVISION No. 4 WAS FILED AT THE REQUEST OF Hayden Homes LLC AT 49 MINUTES PAST 1 O'CLOCK P.M., THIS 18TH DAY OF November 2021 A.D., IN MY OFFICE AND WAS DULY RECORDED AS BOOK 122 OF PLATS AT PAGES 19156 THRU 19159.

INSTRUMENT NUMBER 2021-165461.

Lindsay Wheeler
DEPUTY

Phil McGrane
EX-OFFICIO RECORDER

FEE: $21.00

4.19.2021

DEVELOPER
Hayden Homes Idaho, LLC
REDMOND, OREGON

km ENGINEERING
PHONE (208) 639-6939
kmengllp.com

WHITE PETERSON

Attorneys at Law
5700 E. Franklin Road, Suite 200
Nampa, Idaho 83687
Telephone: (208) 466-9272

Memorandum

To: *Mayor and City Council

From: *Wm. F. Gigray, III / City Attorney

Date: *December 1, 2022

Re: *Draft Ordinance repealing KCC § 9-1-1 and adding a new KCC § 9-1-1

Basis for this Draft Ordinance Proposal: Dawn Stephens, City Permitting Supervisor, Morgan Treasure, the City Director of Economic Development, and Mayor Stear have been in discussions with Chief T.J. Lawrence and Secretary Krystal Hinkle of the Kuna Rural Fire District about the City's legal authority to collect the Fire District's Plan Review fees at the same time it collects building permit fees for the City. In the past this has been done without an agreement as it has been based upon a practice that has existed for some time. The Brisbie LLC industrial development has posed some additional issues with this collection practice and has brought to light that any such arrangement between the City and the Fire District, should be based upon a written agreement. Since our office serves as attorneys for both the City and the Fire District we have been very careful to assure that there is not a conflict between the City and the Fire District. The above-mentioned negotiating agents of the City and the Fire District have reached an agreement about how to proceed which includes the following components:

1. The Fire District will collect their own Plan Review fees; and
2. The City will approve the above-referenced ordinance to provide legal authority in case the City and the Fire District can reach an agreement for the City to collect the Fire District's plan review fees.
3. In addition, the current KCC § 9-1-1 needs to be repealed because the adoption and enforcement of the International Fire Code is under the authority of the State Fire Marshal and the local Fire Department of Fire District jurisdiction. Currently KCC § 9-1-1 reads as follows:

9-1-1: - INTERNATIONAL FIRE CODE AND STANDARDS:
There is hereby adopted by the city for the purpose of prescribing regulations governing conditions hazardous to life and property from fire or explosion, that certain code and standards known as the international fire code, 2000 edition, including all amendments adopted as state law, all appendix chapters and the international fire code standards. One copy of the current edition of the international fire code, appendix chapters, and the international fire code standards are on file in the office of the city clerk and the same are hereby adopted and incorporated as fully as if set out at length herein; and from the effective date hereof, the provisions thereof shall be controlling within the limits of the city.

(Ord. 629, 3-10-2003)

Agenda Placement: Ordinances / for sponsorship, first reading and consideration of a motion to dispense with the I.C. § 50-902 rule requiring (3) readings of the ordinance and consideration for passage and approval by voice vote.

Ordinance summitted in Microsoft Word.

No hearing is required for consideration of this draft ordinance.

W:\Work\K\Kuna, City of 25721\Ordinances\International Fire Code Collection of Fees Fire District\Fire Codes and related matters\Legal Memorandum re- ordinance repealing KCC section 9-1-1 and adding new 9-1-1.docx

ORDINANCE NO. 2022-35
CITY OF KUNA

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO

- **REPEALING SECTION 1 OF CHAPTER 1 OF TITLE 9 KUNA CITY CODE; AND**
- **AMENDING CHAPTER 1 OF TITLE 9 KUNA CITY CODE BY THE ADDITION OF SECTION 1 PROVIDING FOR THE PAYMENT OF FIRE PROTECTION DISTRICT PLAN REVIEW AND STRUCTURE INSPECTION FEES; AND**
- **DIRECTING THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Kuna, Ada County, Idaho:

Section 1: That Section 1 of Chapter 1 of Title 9 of the Kuna City Code be and the same is hereby repealed.

Section 2: That Chapter 1 of Title 9 of the Kuna City Code be and the same is hereby amended by the addition thereto of a new Section 1 to read as follows:

> 9-1-1: - INTERNATIONAL FIRE CODE AND STANDARDS PERMIT FEES AND COLLECTION:
>
> The International Fire Code, as published and adopted by the State Fire Marshal, is the minimum standards for the protection of life and property from fire and explosions in the state of Idaho. The International Fire Code is enforced by the State Fire Marshal and by a fire protection district. (I.C. §§ 41-253,41-254 and 31-1417). The International Fire Code provides for plan review, structure inspection permits, and fees in accordance with the fee schedule established by the applicable governing body. The city does not have a fire department, and therefore the fire protection district is the applicable governing body to issue permits, conduct, plan review, and structure inspections pursuant to and under the authority of the International Fire Code. The city will not issue a building permit (KCC § 4-1-3) until the fire protection district's plan review fees (which is inclusive of structure inspections) have been paid. The city may enter into an agreement with a fire protection district to collect their plan review fees.

Section 3: Directing the City Clerk

The City Clerk is directed to file this Ordinance in the official records of the City and to provide the same to the City's codifier for inclusion and publication in the Kuna City Code.

Section 4: Effective Date

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

DATED this _____day of _____, 2022

CITY OF KUNA

_____
Joe L. Stear, Mayor

ATTEST:

_____
Chris Engels, City Clerk

W:\Work\K\Kuna, City of 25721\Ordinances\International Fire Code Collection of Fees Fire District\REPEAL and Replace Kuna City Code section 9-1-1.docx