



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, February 7, 2023

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 January 17, 2023
- B.** Accounts Payable Dated February 1, 2023, in the amount of \$834,977.55
- C.** Ada County Highway District
 - 1. FY23 24-28 Ada County Highway District Integrated Five Year Work Plan (IFYWP) Project Priority List
- D.** Final Plat
 - 1. Case No. 23-01-FP Falcon Crest Subdivision No. 5
<http://kunacity.id.gov/DocumentCenter/View/8402/23-01-FP-Falcon-Crest-No-5-Packet-PDF>
- E.** Findings of Fact Conclusion of Law
 - 1. Kuna Apartments Subdivision – Case Nos. 22-01-CPM, 22-02-ZC, and 22-02-S

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.

2. Case No. 22-04-CPF (Combo Plat) for Single Lot Subdivision

F. Resolutions

1. Resolution R09-2023

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

2. Resolution R10-2023

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

3. Resolution R11-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID RISING SUN, LLC, FOR RISING SUN ESTATES SUBDIVISION NO. 2 FOR UNCOMPLETED WORK INCLUDING STREET LIGHTS PURSUANT TO THE TERMS OF THIS RESOLUTION.

4. Resolution R12-2023

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

5. Resolution R13-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID VALOR GOLF VILLAS, LLC, FOR ROBINHOOD SUBDIVISION NO. 2 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

6. Resolution R14-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID FALCON CREST, LLC, FOR FALCON CREST SUBDIVISION NO. 3 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

7. Resolution R15-2023

RESOLUTION AWARDING THE CONTRACT FOR THE KUNA WELL 6 RESERVOIR AND BOOSTER STATION TO IRMINGER CONSTRUCTION INC. IN THE AMOUNT OF \$1,365,073.00 FOR THE CONSTRUCTION AND RENOVATIONS OF THE KUNA WELL 6 RESERVOIR AND BOOSTER STATION; DIRECTING EXPENDITURE OF FUNDS FROM THE WATER FUND FOR SAID PROJECT; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID CONTRACTOR.

8. Resolution R16-2023

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

- Proving certain findings; and
- Authorizing the Mayor to execute an *Interagency Agreement Related to the Collection of Fire District Plan Review and Structure Inspection Fees* with the Kuna Rural Fire District; and
- Direction the City Clerk; and
- Establishing an Effective date.

9. Resolution R17-2023

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE “*PARK USE AGREEMENT*” WITH THE KUNA POLICE ACTIVITIES LEAGUE (KPAL) AT ARBOR RIDGE PARK AND PURSUANT TO THE TERMS OF THE AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

10. Resolution R18-2023

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPOINTING CERTAIN CITY OF KUNA, IDAHO OFFICIALS AS PERSONS AUTHORIZED TO SIGN FOR BANKING SERVICES ON BEHALF OF THE CITY OF KUNA, IDAHO AND PROVIDING THAT THE SIGNATURES ARE VALID FOR THE 2023 YEAR OR UNTIL REVOKED BY ACTION OF THE MAYOR, AS PROVIDED FOR IN RESOLUTION NO. R18-2023.

11. Resolution R19-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE “*PROFESSIONAL SERVICES AGREEMENT*” WITH KELLER

ASSOCIATES, INC. FOR THE SWAN FALLS RRFB PROJECT FOR THE CITY OF KUNA; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

12. Resolution R20-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE ADDITION OF TASK 6 – GEOTECHNICAL INVESTIGATION TO THE ORIGINAL “*PROFESSIONAL SERVICES AGREEMENT*” WITH KELLER ASSOCIATES, INC. FOR THE ORCHARD AND AVALON PEDESTRIAN IMPROVEMENTS FOR THE CITY OF KUNA; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

5. External Reports:

6. Public Hearings:

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

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

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

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

- A.** Consideration to approve Case No. 22-07-S (Preliminary Plat) Newberry Place Subdivision – Skyline Homes & Development, LLC, requests Preliminary Plat approval in order to subdivide approximately 18.64 acres into 123 total lots (98 residential & 25 common). The site is located at 7015 N Ten Mile Road, Meridian, ID (APN: S1303141900); Section2, T2N, R1W. – Troy Behunin, Senior Planner **ACTION ITEM**

<http://kunacity.id.gov/DocumentCenter/View/8401/Newberry-Sub-CC-PACKET-2723-PDF>

Open Public Hearing

Receive evidence

Consideration to close evidence presentation and proceed to deliberation

- B.** Case No. 22-08-AN (Annexation) 5625 W Barker Road. Applicant requests annexation of approximately 65.5 acres, 5625 W Barker Road (APN: S2008223010) with an M-1 (Light Industrial/Manufacturing) zone; Section 8, Township 1 North, Range 2 East. Jessica Reid, Associate Planner **ACTION ITEM**

<http://kunacity.id.gov/DocumentCenter/View/8400/22-08-AN-5625-W-Barker-Packet-PDF>

Open Public Hearing

Receive evidence

Consideration to close evidence presentation and proceed to deliberation

7. Business Items:

- A. Request to reallocate funds from Fiber and Conduit allocated to connect Kuna East to the New York Water and Sewer assets. Mike Borzick, GIS Manager **ACTION ITEM**
- B. Request for Contingency funds to purchase a vehicle for Fleet/Parks. Bobby Withrow, Parks/Facilities Director **ACTION ITEM**
- C. Case No. 22-04-LLA (Lot Line Adjustment) for 1159 & 1221 N Jacksonmill Avenue – Jessica Reid, Associate Planner **ACTION ITEM**
Applicant requests to adjust the lot line between 1159 & 1221 N Jacksonmill Avenue (APNs: R0539771320, R05397713300) in order to center each building on their individual lots; Section 19, Township 2 North, Range 1 East.
- D. Case No. 22-06-LS (Lot Split) for 7910 S Meridian Road – Jessica Reid, Associate Planner **ACTION ITEM**

Applicant requests to split 7910 S Meridian Road (APN: S1406336171) into two(2) parcels in order to provide the Northwest Lineman College with safer vehicular access to their campus; Section 6, Township 2 North, Range 1 East.
- E. City of Kuna Kindness Proclamation 2023. Mayor Stear.
- F. Case No. 22-01-OA (Ordinance Amendment) 2023-04 Stopping Standing or Parking. Doug Hanson, Planning & Zoning Director **ACTION ITEM**

A MUNICIPAL ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

- AMENDING SECTION 5, CHAPTER 2, TITLE 11 OF KUNA CITY CODE DEFINITIONS ADDING ACRONYM “GVWR”; AND MAKING TECHNICAL CHANGES TO THE “HIGHWAY” DEFINITION; AND
- REPEALING SECTION 9, CHAPTER 2, TITLE 11 OF KUNA CITY CODE; AND
- AMENDING TITLE 11 BY THE ADDITION OF A NEW SECTION 9, CHAPTER 2; AND
- PROVIDING A SEVERABILITY CLAUSE; AND
- DIRECTING THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings

Consideration to approve Ordinance

- G. Update on the current status of the Kuna-Meridian Road/State Highway 69 Railroad Overpass PEL Study. Doug Hanson, Planning and Zoning Director. **DISCUSSION ITEM**

8. Ordinances:

A. Consideration to approve Ordinance 2023-06 ACTION ITEM

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

- MAKING CERTAIN FINDINGS; AND
- REZONING CERTAIN REAL PROPERTIES, TO WIT: ADA COUNTY PARCELS AS SHOWN IN EXHBIT A, OWNED BY M3 ID VALOR GOLF VILLAS, LLC, TH HOLDINGS 2022, LLC CLAYTON PROPERTIES GROUP INC. AND AMERICAN LEBANESE SYRIAN ASSOCIATED CHARITIES INC.; AND
- AMENDING THE ZONING MAP; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

*Consideration to waive three readings
Consideration to approve Ordinance*

B. Consideration to approve Ordinance 2023-07 ACTION ITEM

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

- MAKING CERTAIN FINDINGS; AND
- REZONING CERTAIN REAL PROPERTIES, TO WIT: ADA COUNTY PARCELS AS SHOWN IN EXHBIT A, OWNED BY KUNA YOUTH RECREATION ASSOC. INC.; AND
- AMENDING THE ZONING MAP; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

*Consideration to waive three readings
Consideration to approve Ordinance*

9. Executive Session:

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, January 17, 2023

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

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
 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 - Absent
 Nancy Stauffer, Human Resource Director
 Jessica Reid – Associate Planner

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 January 03, 2023

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B. Accounts Payable Dated January 12, 2023, in the amount of \$491,305.67

C. Final Plat

1. Case No. 22-15-FP (Final Plat) Rising Sun (FKA Rising Sun Commons) Subdivision No. 3
2. Case No. 22-14-FP (Final Plat) Paloma Ridge No. 3

D. Findings of Fact Conclusion of Law

1. Beltzarock Case Nos. 22-01-CPM, 22-02-ZC, and 22-02-S
2. Beltzarock Case No. 22-06-S (Pre-Plat)

E. Resolutions

1. Resolution R07-2023

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO ACCEPTING THE FIBER OPTIC CABLE AND CONDUIT EASEMENT FROM THE KUNA SCHOOL DISTRICT, AN IDAHO SCHOOL DISTRICT.

2. Resolution R08-2023

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

Council Member Biggs asked about the lift stations for the land use and could move forward.

Associate Planner Reid confirmed that was correct.

Motion To: Approve the Consent Agenda

Motion By: Council President McPherson

Motion Seconded: Council Member Biggs

Further Discussion: None

Approved by the Following Roll Call Vote:

Voting Aye: Council Members, Laraway, Biggs, McPherson

Voting No: None

Absent: None

Motion Passed: 4-0-0

**NO RECORDING AVAILABLE.
SYSTEM WOULD NOT WORK.**

5. External Reports:

A. Kuna School District Bond Discussion. Danielle Horras, Kuna School District

Kim Nixon presented the upcoming bond information for the bond election in March. She reviewed the reports made by Tischler Bisch that they did for Ada county. It did not include Canyon county.

Council member Laraway asked the length of the bond

Ms. Nixon said the base is \$1.50 per 1,000. The length would be 20 years.

Brian Graves, **School Support Director** presented further details. The actual number of years will be 27 years. The board selected a focus of High Schools on Swan Falls High School. It will make additions of classrooms, media center, physical education gyms, expanded parking lot and practice fields. Swan Falls will rezone boundaries and convert to a stand-alone school.

Freemont and Kuna middle schools will have some updates to ease overcrowding. There will also be a new elementary to be reflective of Silver Trail. A maintenance and busing annex to address traffic congestion and improve bus pick up and drop off times.

Phases 2 & 3 will expand Ross Elementary into K-5. Repurpose Hubbard Elementary and Indian Creek for other uses and add new elementary schools. Add new middle schools and complete equity projects at current middle schools. Complete the build of Swan Falls High School and complete equity projects at Kuna High School. Add funding for maintenance needs and finish the bus facility.

Summarize page 11 for the Bond levy. No supplemental levy is being planned. Bonds require a super majority.

Council Member Bruce thanked the school district.

Mr. Graves thanked Mayor Stear for all his help.

Mayor Stear thanked the school for their bond work to bring the levels down and the lower costs to the community.

6. Public Hearings:

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

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

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

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

City Attorney Marc Bybee explained that public hearings need to be transcribable but the applicant would need to agree if that was allowable to use the city cell phone instead of the regular recording system that was not functioning

(Timestamp 00:13:57)

A. Consideration to approve Case No. 22-04-CPF (Combo Plat) for Single Lot Subdivision. New Beginnings Housing, LLC requests Combination Plat approval to combine 150 and 200 N Sailer Avenue (APNs: R5672431260, R5672431280) into single parcel; Section 24, Township 2 North, Range 1 West. Jessica Reid, Associate Planner **ACTION ITEM**

Reggie (Applicant) new beginnings accepts the recording that is being done on city cell phone.

Jessica Reid Associate Planner presented the staff report and stood for questions.

The applicant thanked council for the time to present and reviewed the details of the application and the length of time they had been working. He provided Council and Mayor a letter with the time delays and the process. The project is focused on senior housing based on income. He stood for questions.

He stated that they were not able to move the application forward for reviews as per the city code until the plat had been approved. He requested permission to submit early building permits and construction prior to the plat is completed. Timelines could impact the project with lending or investors.

(Timestamp 00:30:00)

Steve Arnold of A-Team Land Consultants testified in support of the project and indicated they have worked a couple years to get someone to get the project started. He suggested a lot line adjustment. Mr. Arnold said that the city would allow proceeding through building permit process. It will take 2 weeks at central district health, 2 weeks at ACHD, a couple months at the city and couple months at the county.

Mayor Stear asked Ms. Reid if the request was problematic.

Ms. Reid indicated the Public Works Director and Building Supervisor would need to agree but it can cause a double of work.

Mayor Stear said it looked like a good project.

Council Member Biggs was concerned about the traffic but liked the project.

Ms. Reid clarified a letter from ITD that there will be a turn only lane.

Marc Bybee, City Attorney stated that if the final plat doesn't record and building can't have a C of O would leave a building that couldn't be occupied and could be a bad situation for the city and the application.

Council President asked if this would set a precedent.

Mr. Bybee said it is important that it is an exemption. Historically it's not something that should be done with any degree of regularity. This is a lower risk but can't say that it wouldn't happen.

Economic Development Director, Morgan Treasure, agreed with Mr. Bybee addressed that it should be noted that it is an income scale requirement and that could capture it for the record to not set as a precedent.

Council member Biggs asked the drop-dead date what the drop date for the low-income credit is.

Ms. Treasure said the applicant would be better to respond.

The applicant said the low income credit and another allocation and the project must be up and running no later than December of next year, 2024. There are 3 sources of funding all with the similar time frames.

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

Mayor and Council discussed the benefits of the project and the HUD credit notation if an exception is done.

Motion To: Approve Case No. 22-04-CPF (Combo Plat) for Single Lot Subdivision with the conditions stated in the staff report of section 10 and the condition that the public works director gives approval and the building permit supervisor gives approval to allow the early issuance of building permits in compliance with building code.

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

7. Business Items:

(Timestamp 00:53:17)

- A. Case No. 22-07-TE (Final Plat Time Extension) Gran Prado Subdivision No. 3. Applicant requests Time Extension for the Gran Prado Subdivision No. 3 Final Plat (APNs: R0967660159, S1234142351): Section 34, Township 3 North, Range 1 West. Jessica Reid, Associate Planner **ACTION ITEM**

Associate Planner Jessica Reid presented the staff report and the request for time extension approval.

Motion To: Approve Case No. 22-07-TE (Final Plat Time Extension) Gran Prado Subdivision No. 3

Motion By: Council President McPherson

Motion Seconded: Council Member Biggs

Voting No: None

Absent: None

Motion Passed: 4-0-0

- B. Consideration to approve Case No. 22-01-OA (Ordinance Amendment) – Stopping Standing or Parking. Ordinance 2023-04. Doug Hanson, Planning and Zoning Director **ACTION ITEM**

(Timestamp 00:55:11)

Planning and Zoning Director Doug Hansen requested the matter be tabled until date certain of February 7, 2023

A MUNICIPAL ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

- AMENDING SECTION 5, CHAPTER 2, TITLE 11 OF KUNA CITY CODE DEFINITIONS ADDING ACRONYM “GVWR”; AND MAKING TECHNICAL CHANGES TO THE “HIGHWAY” DEFINITION; AND
- AMENDING SECTION 9, CHAPTER 2, TITLE 11 OF KUNA CITY CODE AMENDING THE REGULATIONS FOR THE PARKING OF COMMERCIAL VEHICLES, RECREATIONAL VEHICLES, AND TRAILERS; AND
- PROVIDING A SEVERABILITY CLAUSE; AND
- DIRECTING THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings

Consideration to approve Ordinance

Motion To: Table item 22-01-OA until February 7, 2023

Motion By: Council President McPherson

Motion Seconded: Council Member Laraway

Voting No: None

Absent: None

Motion Passed: 4-0-0

C. Consideration to approve Alcohol Beverage License Application for Crash Coyote LLC DBA Pieology. Chris Engels, City Clerk **ACTION ITEM**
(Timestamp 00:56:11)

Motion To: Approve Alcohol Beverage License Application for Crash Coyote LLC DBA Pieology.

Motion By: Council President McPherson

Motion Seconded: Council Member Laraway

Voting No: None

Absent: None

Motion Passed: 4-0-0

D. Consideration to approving a streaming option for City Council Meetings. Chris Bruce, Kuna City Council Member. **ACTION ITEM**
(Timestamp 00:57:26)

Direction To: Collect Video for public viewing and archiving audio and video.

E. Consideration to approve Prusik Construction LLC as the apparent low bidder General Contractor for the Kuna Police Station for materials and labor for construction of the facility, including the building, secured parking, landscaping and shop. Chris Engels, City Clerk **ACTION ITEM**
(Timestamp 01:01:11)

Chris Engels, City Clerk reviewed Prusik Construction LLC as the apparent low bidder for the Kuna Police Station build. Also went through all funding requests listed below.

Council Members asked about the items below.

Chris Engels and Police Chief Mike Fratusco answered the Council Members questions.

Motion To: Approve Prusik Construction LLC as the apparent low bidder General Contractor for the Kuna Police Station.

Motion By: Council President McPherson

Motion Seconded: Council Member Biggs

Voting No: None

Absent: None

Motion Passed: 4-0-0

F. Consideration to approve \$1,467,249.00 for the construction of the Kuna Police Station. Chris Engels, City Clerk **ACTION ITEM**

Motion To: Approve \$1,467,249.00 for the construction of the Kuna Police Station.

Motion By: Council President McPherson

Motion Seconded: Council Member Laraway

Voting No: None

Absent: None

Motion Passed: 4-0-0

G. Consideration to approve \$30,000.00 for furniture for the Kuna Police Station. Chris Engels, City Clerk **ACTION ITEM**

Motion To: Approve request for \$30,000 for furniture for the Kuna Police Station

Motion By: Council President McPherson

Motion Seconded: Council Member Laraway

Voting No: None

Absent: None

Motion Passed: 4-0-0

H. Consideration to approve \$63,478.33 for ACSO/Ada County connectivity and equipment for security for the Kuna Police Station. Chris Engels, City Clerk **ACTION ITEM**

Motion To: Approve \$63,478.33 for ACSO/ Ada County connectivity and equipment for security for the Kuna Police Station.

Motion By: Council President McPherson

Motion Seconded: Council Member Laraway

Voting No: None

Absent: None

Motion Passed: 4-0-0

I. Consideration to approve \$9,120.00 for ACSO/Ada County connectivity and equipment for interview rooms for the Kuna Police Station. Chris Engels, City Clerk **ACTION ITEM**

Motion To: Approve \$9,120.00 for ACSO/Ada County connectivity and equipment for interview rooms for the Kuna Police Station.

Motion By: Council President McPherson

Motion Seconded: Council Member Biggs

Voting No: None

Absent: None

Motion Passed: 4-0-0

J. Consideration to approve \$440,174.70 for the Kuna Police Station for contingency if any required/necessary change orders or overruns occur. Any contingency items will be brought to City Council for ratification. Contingency will allow the project to continue to move forward without delays of waiting for meeting dates. Any contingency use will require agreement from the team with ratification from City Council. Chris Engels, City Clerk **ACTION ITEM**

Motion To: Approve \$440,174.70 for the Kuna Police Station for contingency if any required/necessary change orders or overruns occur.

Motion By: Council President McPherson

Motion Seconded: Council Member Laraway

Voting No: Bruce

Absent: None

Motion Passed: 3-1-0

K. Discussion and direction for staff for Federal Grant for the possible SH69 Extension and railroad over pass for engineering and design with potential at grade crossing closure. Chris Engels, City Clerk **ACTION ITEM**

(Timestamp 01:25:23)

Chris Engels, City Clerk reviewed the request for direction on the possible Federal Grant for the SH69 Extension and railroad over pass for engineering and design and stood for questions.

Motion To: Direct Staff to work on the Federal Grant for the SH69 Extension and railroad over pass

Motion By: Council President McPherson

Motion Seconded: Council Member Biggs

Voting No: None

Absent: None

Motion Passed: 4-0-0

L. Update on Zamzows Park, Bobby Withrow, Parks/Facilities Director **DISCUSSION ITEM**

(Timestamp 01:41:14)

Parks/Facilities Director gave an overview of the Zamzows Park. The project is in the park impact fee CIP and will occur next year. The project came in at \$10 million. The city can't afford all of that at one time. It will be phased in. If the overpass went over Swan Falls, it could affect the roadway at the park but funding is still being worked on.

Council member Biggs clarified the land was not donated but they did reduce the costs of the land value.

Council President clarified naming rights went to Zamzows.

8. Ordinances:

(Timestamp 01:48:54)

A. Consideration to approve Ordinance 2023-01 ACTION ITEM

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

- MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND
- ANNEXING CERTAIN REAL PROPERTIES, TO WIT: AVALON ORCHARD TRACTS AMENDED BLOCK 2, LOT 5 OWNED BY ALVINA UNSER WITHIN UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO; AND
- ESTABLISHING THE ZONING CLASSIFICATIONS OF SAID REAL PROPERTIES; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings

Consideration to approve Ordinance

Motion To: Waive three readings of Ordinance 2023-01

Motion By: Council President McPherson

Motion Seconded: Council Member Bruce

Further Discussion: None

Recused: None

Absent: None

Motion Passed: 4-0-0

Motion To: Approve Ordinance 2023-01

Motion By: Council President McPherson

Motion Seconded: Council Member Laraway

Approved by the Following Roll Call Vote:

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

Voting No: None

Absent: None

Motion Passed: 4-0-0

B. Consideration to approve Ordinance 2023-02 ACTION ITEM

(Timestamp 01:50:52)

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

- MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND
- ANNEXING CERTAIN REAL PROPERTIES, TO WIT: LAMP DISTRICT OWNED BY JAPETH, LLC, AND MIRIAM, LLC, WITHIN UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO; AND

- ESTABLISHING THE ZONING CLASSIFICATIONS OF SAID REAL PROPERTIES; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings
Consideration to approve Ordinance

Motion To: Waive three readings of Ordinance 2023-02

Motion By: Council President McPherson

Motion Seconded: Council Member Laraway

Further Discussion: None

Recused: None

Absent: None

Motion Passed: 4-0-0

Motion To: Approve Ordinance 2023-02

Motion By: Council President McPherson

Motion Seconded: Council Member Laraway

Approved by the Following Roll Call Vote:

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

Voting No: None

Absent: None

Motion Passed: 4-0-0

C. Consideration to approve Ordinance 2023-03 **ACTION ITEM**
(Timestamp 01:52:18)

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

- MAKING CERTAIN FINDINGS; AND
- REZONING CERTAIN REAL PROPERTY, TO WIT: LAMP DISTRICT OWNED BY JAPETH, LLC, SITUATED WITHIN THE CORPORATE CITY LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO; AND
- AMENDING THE ZONING MAP; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings
Consideration to approve Ordinance

Motion To: Waive three readings of Ordinance 2023-03

Motion By: Council President McPherson

Motion Seconded: Council Member Biggs

Further Discussion: None

Recused: None

Absent: None

Motion Passed: 4-0-0

Motion To: Approve Ordinance 2023-03

Motion By: Council President McPherson

Motion Seconded: Council Member Laraway

Approved by the Following Roll Call Vote:

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

Voting No: None

Absent: None

Motion Passed: 4-0-0

D. Consideration to approve Ordinance 2023-05 **ACTION ITEM**
(Timestamp 01:53:36)

City Attorney Marc Bybee clarified that it needs to be approved for publication of the draft ordinance. It reads more as a contract than an ordinance.

- AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO,
- MAKING CERTAIN FINDINGS;
 - GRANTING TO INTERMOUNTAIN GAS COMPANY A THIRTY (30) YEAR EXTENSION TO ITS FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE A GAS TRANSMISSION AND DISTRIBUTION SYSTEM;
 - PROVIDING FOR THE USE OF STREETS AND ALLEYS, AND RULES GOVERNING THE SAME, SUBJECTING THE GRANTEE TO ALL POWERS OF THE CITY;
 - SETTING FORTH THE RULES OF THE FRANCHISE AND GRANT;
 - PROVIDING FOR THE RIGHT OF INSPECTION BY THE CITY OF GRANTEE'S RECORDS NECESSARY TO VERIFY THE ACCURACY OF FRANCHISE FEE PAYMENTS;
 - REQUIRING GRANTEE TO FURNISH CERTAIN MAPS;
 - SETTING FORTH A THREE PERCENT (3%) FRANCHISE FEE AND QUARTERLY PAYMENTS TO THE CITY, AND THE FILING OF QUARTERLY REPORTS WITH THE CITY;
 - REQUIRING GRANTEE TO INDEMNIFY CITY, AND FILE EVIDENCE OF INSURANCE;
 - REQUIRING COMPLIANCE WITH SAFETY REGULATIONS;
 - SETTING FORTH AN AGREEMENT NOT TO COMPETE, RESERVING POWER OF EMINENT DOMAIN;

- PROVIDING FOR SURRENDER OF FRANCHISE AND GRANTING RIGHT TO SALVAGE;
- REQUIRING WRITTEN ACCEPTANCE AND CONSENT;
- PROVIDING FOR CONSENT TO SALE, ASSIGNMENT OR LEASE;
- PROVIDING FOR PAYMENT OF PUBLICATION COSTS;
- SETTING FORTH PENALTIES AND FORFEITURES, SEPARABILITY AND REPEAL;
- DIRECTING THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings

Consideration to approve Ordinance

Consideration to approve Summary Ordinance Publication

Motion To: Publish proposed Ordinance 2023-05

Motion By: Council President McPherson

Motion Seconded: Council Member Laraway

Further Discussion: None

Recused: None

Absent: None

Motion Passed: 4-0-0

9. Executive Session:

(Timestamp 01:56:06)

- A. Executive Session 74-206 (1) (b) To consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public-school student. **ACTION ITEM**

Nancy, clerk, council, city attorney

Moved by McPherson, seconded by Bruce, motion passed.

8:09pm

8:45pm – came out of exec session

Chris motion, second mcpherson

Meeting adjourned 8:46

9. Mayor/Council Announcements:

10. Adjournment:

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

*Minutes prepared by Nathan Stanley, Deputy City Clerk
Date Approved: CCM 02.07.2023*

City of Kuna

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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
ABC STAMP, SIGNS & AWARDS												
277	ABC STAMP, SIGNS & AWARDS	0565713	15036	<u>2 NAME PLATES FOR CITY ATTORNEY, N. STANLEY, JAN. '23-ADMIN</u>	01/25/2023	19.61	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	1/23		
277	ABC STAMP, SIGNS & AWARDS	0565713		<u>2 NAME PLATES FOR CITY ATTORNEY, N. STANLEY, JAN. '23-WATER</u>	01/25/2023	.52	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	1/23		
277	ABC STAMP, SIGNS & AWARDS	0565713		<u>2 NAME PLATES FOR CITY ATTORNEY, N. STANLEY, JAN. '23-SEWER</u>	01/25/2023	.52	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	1/23		
277	ABC STAMP, SIGNS & AWARDS	0565713		<u>2 NAME PLATES FOR CITY ATTORNEY, N. STANLEY, JAN. '23-ADMIN</u>	01/25/2023	.22	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	1/23		
Total 0565713:						20.87	.00					
Total ABC STAMP, SIGNS & AWARDS:						20.87	.00					
ACEM												
839	ACEM	60223.00		<u>2ND QTR MEMBERSHIP CONTRIBUTION DUES FOR FY 2023</u>	01/11/2023	2,267.00	2,267.00	<u>01-6075 DUES & MEMBERSHIPS</u>	0	1/23	01/13/2023	
Total 60223.00:						2,267.00	2,267.00					
Total ACEM:						2,267.00	2,267.00					
ADA COUNTY HIGHWAY DISTRICT (RENT)												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	17452		<u>SHOP RENT FOR FEBRUARY 2023-PARKS</u>	01/10/2023	148.50	.00	<u>01-6211 RENT-BUILDINGS & LAND</u>	1004	1/23		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	17452		<u>SHOP RENT FOR FEBRUARY 2023-WATER</u>	01/10/2023	126.00	.00	<u>20-6211 RENT-BUILDINGS & LAND</u>	0	1/23		

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1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	17452		<u>SHOP RENT FOR FEBRUARY 2023-SEWER</u>	01/10/2023	121.50	.00	21-6211 RENT - BUILDINGS & LAND	0	1/23		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	17452		<u>SHOP RENT FOR FEBRUARY 2023-PI</u>	01/10/2023	54.00	.00	25-6211 RENT - BUILDINGS & LAND	0	1/23		
Total 17452:						450.00	.00					
Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	.00					
ADA COUNTY PROSECUTING ATTORNE												
176	ADA COUNTY PROSECUTING ATTORNE	01232023ACPA		<u>PROSECUTORIAL SERVICES FOR FEBRUARY 2023</u>	01/23/2023	4,500.00	4,500.00	01-6203 PROSECUTORIAL SERVICES	0	1/23	01/27/2023	
Total 01232023ACPA:						4,500.00	4,500.00					
Total ADA COUNTY PROSECUTING ATTORNE:						4,500.00	4,500.00					
ADA COUNTY SHERIFF'S OFFICE												
6	ADA COUNTY SHERIFF'S OFFICE	109866		<u>SHERIFF-POLICE SERVICES FOR JAN. '23</u>	01/11/2023	283,562.00	283,562.00	01-6000 LAW ENFORCEMENT SERVICES	0	1/23	01/27/2023	
Total 109866:						283,562.00	283,562.00					
Total ADA COUNTY SHERIFF'S OFFICE:						283,562.00	283,562.00					
AGRI-LINES IRRIGATION, INC.												
1066	AGRI-LINES IRRIGATION, INC.	INV88610		<u>WINTERIZATION EAST PIVOT, T. FLEMING, DEC. '22</u>	12/09/2022	541.23	541.23	21-6150 M & R - SYSTEM	0	1/23	01/27/2023	
Total INV88610:						541.23	541.23					
1066	AGRI-LINES IRRIGATION, INC.	INV88693		<u>WEST PIVOT WINTERIZATION, T. FLEMING, DEC. '22</u>	12/15/2022	540.00	540.00	21-6150 M & R - SYSTEM	0	1/23	01/27/2023	
Total INV88693:						540.00	540.00					

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1066	AGRI-LINES IRRIGATION, INC.	INV89310		<u>PIVOT WINTERIZATION, T. FLEMING, JAN. '23</u>	01/26/2023	495.00	.00	21-6150 M & R - SYSTEM	0	1/23		
Total INV89310:						495.00	.00					
Total AGRI-LINES IRRIGATION, INC.:						1,576.23	1,081.23					
ALLIANCE MEDICAL GROUP LLC												
2072	ALLIANCE MEDICAL GROUP LLC	8773-010923		<u>EMPLOYEE DRUG SCREEN, J. BOSTON, JAN. '23</u>	01/13/2023	25.00	25.00	21-5950 TEAM BUILDING, ONBOARDING	0	1/23	01/20/2023	
2072	ALLIANCE MEDICAL GROUP LLC	8773-010923		<u>EMPLOYEE DRUG SCREEN, B. DALLOLIO, JAN. '23</u>	01/13/2023	25.00	25.00	21-5950 TEAM BUILDING, ONBOARDING	0	1/23	01/20/2023	
2072	ALLIANCE MEDICAL GROUP LLC	8773-010923		<u>EMPLOYEE DRUG SCREEN, J. DURHAM, JAN. '23</u>	01/13/2023	25.00	25.00	01-5950 TEAM BUILDING, ONBOARDING	0	1/23	01/20/2023	
2072	ALLIANCE MEDICAL GROUP LLC	8773-010923		<u>EMPLOYEE DRUG SCREEN, T. FLEMING, JAN. '23</u>	01/13/2023	25.00	25.00	21-5950 TEAM BUILDING, ONBOARDING	0	1/23	01/20/2023	
2072	ALLIANCE MEDICAL GROUP LLC	8773-010923		<u>EMPLOYEE DRUG SCREEN, A. PETERSON, JAN.'23- ADMIN</u>	01/13/2023	6.25	6.25	01-5950 TEAM BUILDING, ONBOARDING	0	1/23	01/20/2023	
2072	ALLIANCE MEDICAL GROUP LLC	8773-010923		<u>EMPLOYEE DRUG SCREEN, A. PETERSON, JAN.'23- WATER</u>	01/13/2023	8.25	8.25	20-5950 TEAM BUILDING, ONBOARDING	0	1/23	01/20/2023	
2072	ALLIANCE MEDICAL GROUP LLC	8773-010923		<u>EMPLOYEE DRUG SCREEN, A. PETERSON, JAN.'23-SEWER</u>	01/13/2023	8.25	8.25	21-5950 TEAM BUILDING, ONBOARDING	0	1/23	01/20/2023	
2072	ALLIANCE MEDICAL GROUP LLC	8773-010923		<u>EMPLOYEE DRUG SCREEN, A. PETERSON, JAN.'23- P.I</u>	01/13/2023	2.25	2.25	25-5950 TEAM BUILDING, ONBOARDING	0	1/23	01/20/2023	
Total 8773-010923:						125.00	125.00					
Total ALLIANCE MEDICAL GROUP LLC:						125.00	125.00					

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ALPHA HOME PEST CONTROL, LLC												
1804	ALPHA HOME PEST CONTROL, LLC	87279		<u>QUARTERLY PEST CONTROL- SENIOR CENTER</u>	01/09/2023	95.00	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1001	1/23		
Total 87279:						95.00	.00					
Total ALPHA HOME PEST CONTROL, LLC:						95.00	.00					
ALPINE OFFICE PRODUCTS												
2118	ALPINE OFFICE PRODUCTS	IN-4495		<u>HAND SOAP REFILL FOR CITY HALL, JAN.'23- ADMIN</u>	01/05/2023	59.17	.00	<u>01-6025 JANITORIAL</u>	0	1/23		
2118	ALPINE OFFICE PRODUCTS	IN-4495		<u>HAND SOAP REFILL FOR CITY HALL, JAN.'23- WATER</u>	01/05/2023	40.48	.00	<u>20-6025 JANITORIAL</u>	0	1/23		
2118	ALPINE OFFICE PRODUCTS	IN-4495		<u>HAND SOAP REFILL FOR CITY HALL, JAN.'23- SEWER</u>	01/05/2023	40.48	.00	<u>21-6025 JANITORIAL</u>	0	1/23		
2118	ALPINE OFFICE PRODUCTS	IN-4495		<u>HAND SOAP REFILL FOR CITY HALL, JAN.'23- P.I</u>	01/05/2023	15.57	.00	<u>25-6025 JANITORIAL</u>	0	1/23		
Total IN-4495:						155.70	.00					
2118	ALPINE OFFICE PRODUCTS	IN-4525	15071	<u>SOAP REFILLS AND TRASH BAGS FOR SENIOR CENTER, CMERRITT, JAN. 23</u>	01/30/2023	102.59	.00	<u>01-6025 JANITORIAL</u>	1001	1/23		
Total IN-4525:						102.59	.00					
2118	ALPINE OFFICE PRODUCTS	PP-2869		<u>CREDIT/RETURN ADJUSTMENT ON CHECK # 123703, ADMIN</u>	02/07/2022	-21.29	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	1/23		
Total PP-2869:						-21.29	.00					
2118	ALPINE OFFICE PRODUCTS	WO-13265-1	14912	<u>4 EACH DAILY PLANNERS FOR TREATMENT PLANT, M.WEBB, DEC. '22- WATER</u>	12/28/2022	45.77	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	1/23		
2118	ALPINE OFFICE PRODUCTS	WO-13265-1	14912	<u>4 EACH DAILY PLANNERS FOR TREATMENT PLANT, M.WEBB, DEC. '22- SEWER</u>	12/28/2022	45.77	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	1/23		

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2118	ALPINE OFFICE PRODUCTS	WO-13265-1	14912	<u>4 EACH DAILY PLANNERS FOR TREATMENT PLANT, M.WEBB, DEC. '22- P.I</u>	12/28/2022	17.44	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	1/23		
Total WO-13265-1:						108.98	.00					
2118	ALPINE OFFICE PRODUCTS	WO-13502-1	15016	<u>SPIRAL NOTEBOOKS, MANILA FILE FOLDERS FOR WWTP, JAN. '22- WATER</u>	01/12/2023	11.52	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	1/23		
2118	ALPINE OFFICE PRODUCTS	WO-13502-1	15016	<u>SPIRAL NOTEBOOKS, MANILA FILE FOLDERS FOR WWTP, JAN. '22- SEWER</u>	01/12/2023	11.52	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	1/23		
2118	ALPINE OFFICE PRODUCTS	WO-13502-1	15016	<u>SPIRAL NOTEBOOKS, MANILA FILE FOLDERS FOR WWTP, JAN. '22- P.I</u>	01/12/2023	4.40	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	1/23		
2118	ALPINE OFFICE PRODUCTS	WO-13502-1	15016	<u>RUBBER BANDS, POST IT NOTES AND PAPER, CITY HALL, JAN. '22- ADMIN</u>	01/12/2023	33.07	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	1/23		
2118	ALPINE OFFICE PRODUCTS	WO-13502-1	15016	<u>RUBBER BANDS, POST IT NOTES AND PAPER, CITY HALL, JAN. '22- WATER</u>	01/12/2023	22.63	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	1/23		
2118	ALPINE OFFICE PRODUCTS	WO-13502-1	15016	<u>RUBBER BANDS, POST IT NOTES AND PAPER, CITY HALL, JAN. '22- SEWER</u>	01/12/2023	22.63	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	1/23		
2118	ALPINE OFFICE PRODUCTS	WO-13502-1	15016	<u>RUBBER BANDS, POST IT NOTES AND PAPER, CITY HALL, JAN. '22- P.I</u>	01/12/2023	8.69	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	1/23		
Total WO-13502-1:						114.46	.00					
2118	ALPINE OFFICE PRODUCTS	WO-13502-2	15016	<u>POST IT NOTES FOR WWTP, JAN. '22- WATER</u>	01/17/2023	7.45	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	1/23		
2118	ALPINE OFFICE PRODUCTS	WO-13502-2	15016	<u>POST IT NOTES FOR WWTP, JAN. '22- SEWER</u>	01/17/2023	7.45	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	1/23		
2118	ALPINE OFFICE PRODUCTS	WO-13502-2	15016	<u>POST IT NOTES FOR WWTP, JAN. '22- P.I</u>	01/17/2023	2.83	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	1/23		

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 WO-13502-2:						17.73	.00					
2118	ALPINE OFFICE PRODUCTS	WO-13646-1	15071	<u>BINDER CLIPS.-CITY HALL CMERRITT, JAN. 23- ADMIN</u>	01/26/2023	.93	.00	01-6165 OFFICE SUPPLIES	0	1/23		
2118	ALPINE OFFICE PRODUCTS	WO-13646-1	15071	<u>BINDER CLIPS.-CITY HALL CMERRITT, JAN. 23- WATER</u>	01/26/2023	.63	.00	20-6165 OFFICE SUPPLIES	0	1/23		
2118	ALPINE OFFICE PRODUCTS	WO-13646-1	15071	<u>BINDER CLIPS.-CITY HALL CMERRITT, JAN. 23- SEWER</u>	01/26/2023	.63	.00	21-6165 OFFICE SUPPLIES	0	1/23		
2118	ALPINE OFFICE PRODUCTS	WO-13646-1	15071	<u>BINDER CLIPS.-CITY HALL CMERRITT, JAN. 23- P.I</u>	01/26/2023	.25	.00	25-6165 OFFICE SUPPLIES	0	1/23		
2118	ALPINE OFFICE PRODUCTS	WO-13646-1	15071	<u>PENS FOR PUBLIC WORKS,CMERRITT, JAN. 23- WATER</u>	01/26/2023	18.69	.00	20-6165 OFFICE SUPPLIES	0	1/23		
2118	ALPINE OFFICE PRODUCTS	WO-13646-1	15071	<u>PENS FOR PUBLIC WORKS,CMERRITT, JAN. 23- SEWER</u>	01/26/2023	18.69	.00	21-6165 OFFICE SUPPLIES	0	1/23		
2118	ALPINE OFFICE PRODUCTS	WO-13646-1	15071	<u>PENS FOR PUBLIC WORKS,CMERRITT, JAN. 23- P.I</u>	01/26/2023	7.11	.00	25-6165 OFFICE SUPPLIES	0	1/23		
Total WO-13646-1:						46.93	.00					
2118	ALPINE OFFICE PRODUCTS	WO-13646-3	15071	<u>HAND SANTIZER,CITY HAL, CMERRITT, JAN. 23- ADMIN</u>	01/27/2023	11.15	.00	01-6165 OFFICE SUPPLIES	0	1/23		
2118	ALPINE OFFICE PRODUCTS	WO-13646-3	15071	<u>HAND SANTIZER,CITY HAL, CMERRITT, JAN. 23- WATER</u>	01/27/2023	7.63	.00	20-6165 OFFICE SUPPLIES	0	1/23		
2118	ALPINE OFFICE PRODUCTS	WO-13646-3	15071	<u>HAND SANTIZER,CITY HAL, CMERRITT, JAN. 23-SEWER</u>	01/27/2023	7.63	.00	21-6165 OFFICE SUPPLIES	0	1/23		
2118	ALPINE OFFICE PRODUCTS	WO-13646-3	15071	<u>HAND SANTIZER,CITY HAL, CMERRITT, JAN. 23- P.I</u>	01/27/2023	2.93	.00	25-6165 OFFICE SUPPLIES	0	1/23		
Total WO-13646-3:						29.34	.00					
Total ALPINE OFFICE PRODUCTS:						554.44	.00					

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ARNOLD MACHINERY COMPANY												
1985	ARNOLD MACHINERY COMPANY	PAU912	15067	<u>PALLET JACK FOR SHOP, J. ADAMS, JAN. '23</u>	01/24/2023	475.00	.00	<u>01-6175 SMALL TOOLS</u>	1004	1/23		
Total PAU912:						475.00	.00					
1985	ARNOLD MACHINERY COMPANY	SUR261	15017	<u>7 EMPLOYEES TRAINED FOR NEW FORKLIFT, B. WITHROW, JAN. '23</u>	01/17/2023	1,120.00	.00	<u>01-6265 TRAINING & SCH00LING</u>	1004	1/23		
Total SUR261:						1,120.00	.00					
Total ARNOLD MACHINERY COMPANY:						1,595.00	.00					
AWP INC												
2184	AWP INC	00002587		<u>TRAFFIC CONTROL FOR CHRISTMAS TREE BONFIRE, N. STANLEY, JAN. '23</u>	01/19/2023	1,025.30	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	0	1/23		
Total 00002587:						1,025.30	.00					
Total AWP INC:						1,025.30	.00					
B.A. FISCHER SALES CO., INC.												
1651	B.A. FISCHER SALES CO., INC.	0196219-IN	15056	<u>GASKET MATERIAL-BAR SCREENS, M. NADEAU, JAN. '23</u>	01/24/2023	36.83	.00	<u>21-6150 M & R - SYSTEM</u>	0	1/23		
Total 0196219-IN:						36.83	.00					
Total B.A. FISCHER SALES CO., INC.:						36.83	.00					
BIG SKY RENTALS LLC												
1846	BIG SKY RENTALS LLC	11656	14776	<u>LIFT RENTAL FOR CHRISTMAS PARTY DECORATIONS, B.VILLANUEVA, NOV.'22</u>	12/21/2022	500.00	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	1/23		
Total 11656:						500.00	.00					

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Total BIG SKY RENTALS LLC:						500.00	.00					
BOBBY WITHROW												
735	BOBBY WITHROW	01202023BW		<u>CLASSES FOR INLA CONFERENCE FOR 8 EMPLOYEES, PARK STAFF, B. WITHROW, JAN '23</u>	01/20/2023	1,520.00	1,520.00	<u>01-6265 TRAINING & SCHOOLING</u>	1004	1/23	01/20/2023	
Total 01202023BW:						1,520.00	1,520.00					
Total BOBBY WITHROW:						1,520.00	1,520.00					
BUTTE FENCE INC												
2177	BUTTE FENCE INC	0100454-IN	14668	<u>FENCE & GATES AT NEW SHOP, B.WITHROW, DEC. '23</u>	12/30/2022	23,673.55	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1324	1/23		
Total 0100454-IN:						23,673.55	.00					
Total BUTTE FENCE INC:						23,673.55	.00					
CENTURYLINK												
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 01/07 -02/06/2023-ADMIN</u>	01/07/2023	16.06	16.06	<u>01-6255 TELEPHONE</u>	0	1/23	01/20/2023	
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 01/07 -02/06/2023-WATER</u>	01/07/2023	14.91	14.91	<u>20-6255 TELEPHONE EXPENSE</u>	0	1/23	01/20/2023	
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 01/07 -02/06/2023-SEWER</u>	01/07/2023	14.91	14.91	<u>21-6255 TELEPHONE EXPENSE</u>	0	1/23	01/20/2023	
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 01/07 -02/06/2023-PI</u>	01/07/2023	5.75	5.75	<u>25-6255 TELEPHONE EXPENSE</u>	0	1/23	01/20/2023	
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO ELEVATOR AT CITY HALL, 01/07 -02/06/2023-P&Z</u>	01/07/2023	5.75	5.75	<u>01-6255 TELEPHONE</u>	1003	1/23	01/20/2023	

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Total 2089229179548B01072023:						57.38	57.38					
Total CENTURYLINK:						57.38	57.38					
CITY OF BOISE												
571	CITY OF BOISE	498		<u>JANUARY-MARCH 2023 CONTRIBUTION FOR ALLUMBAUGH HOUSE</u>	01/11/2023	3,316.33	3,316.33	<u>01-6070 DONATIONS EXPENSE</u>	0	1/23	01/13/2023	
Total 498:						3,316.33	3,316.33					
Total CITY OF BOISE:						3,316.33	3,316.33					
CORE & MAIN LP												
63	CORE & MAIN LP	S180427	14999	<u>20 METER REGISTERS, J.OSBORN, JAN.'23</u>	01/09/2023	5,618.26	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1089	1/23		
Total S180427:						5,618.26	.00					
63	CORE & MAIN LP	S207430	15024	<u>12 CAST IRON RINGS, J OSBORNE, JAN. '23</u>	01/13/2023	716.40	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1089	1/23		
Total S207430:						716.40	.00					
63	CORE & MAIN LP	S207909		<u>RETURN FIX BASE FOR PATAGONIA STATION, JAN. '23</u>	01/13/2023	-281.40	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1089	1/23		
Total S207909:						-281.40	.00					
Total CORE & MAIN LP:						6,053.26	.00					
CRIME STOPPERS OF SOUTHWEST IDAHO INC												
2187	CRIME STOPPERS OF SOUTHWEST IDAHO INC	2213		<u>FY2023 SERVICE CONTRACT</u>	10/10/2022	3,032.70	3,032.70	<u>01-6075 DUES & MEMBERSHIPS</u>	0	1/23	01/13/2023	
Total 2213:						3,032.70	3,032.70					

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Total CRIME STOPPERS OF SOUTHWEST IDAHO INC:						3,032.70	3,032.70					
CUSTOM ELECTRIC, INC.												
147	CUSTOM ELECTRIC, INC.	9044	15080	<u>TROUBLESHOOT AND REPLACE FLOW METER AT 10 MILE LIFT STATION, D. CROSSLEY, JAN. '23</u>	01/26/2023	4,640.00	.00	21-6150 M & R - SYSTEM	0	1/23		
Total 9044:						4,640.00	.00					
147	CUSTOM ELECTRIC, INC.	9045	15081	<u>TROUBLESHOOT NEW BLOWERS AT PLANT, D. CROSSLEY, JAN. '23</u>	01/26/2023	525.00	.00	21-6150 M & R - SYSTEM	0	1/23		
Total 9045:						525.00	.00					
147	CUSTOM ELECTRIC, INC.	9047	15111	<u>TROUBLESHOOTING THE SPRINGHILL LIFT STATION, D. CROSSLEY, JAN. '23</u>	01/31/2023	315.00	.00	21-6150 M & R - SYSTEM	0	1/23		
Total 9047:						315.00	.00					
Total CUSTOM ELECTRIC, INC.:						5,480.00	.00					
D & B SUPPLY												
75	D & B SUPPLY	51252	15021	<u>REFILL PROPANE TANKS FOR BONFIRE', R. HENZE, JAN. '22</u>	01/13/2023	57.99	.00	01-6135 PUBLIC ENTERTAINMENT	1004	1/23		
Total 51252:						57.99	.00					
75	D & B SUPPLY	73598	15035	<u>U BOLT TO REPAIR CAR TRAILER, J. ADAMS, JAN.'23</u>	01/18/2023	3.59	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	1/23		
Total 73598:						3.59	.00					
75	D & B SUPPLY	74602	15073	<u>CHAINSAW BLADE AND CHAIN, J. ADAMS, JAN. '23</u>	01/25/2023	167.98	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	1/23		

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Total 74602:						167.98	.00					
75	D & B SUPPLY	83053	15103	<u>TWO ELECTRICAL HEATERS , J. PEREZ, JAN. '23</u>	01/31/2023	79.98	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	1/23		
75	D & B SUPPLY	83053	15103	<u>10.80 GALLONS BULK PROPANE, J. PEREZ, JAN. '23</u>	01/31/2023	40.93	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	1/23		
Total 83053:						120.91	.00					
Total D & B SUPPLY:						350.47	.00					
DELL MARKETING L.P.												
1466	DELL MARKETING L.P.	10644893218		<u>LITHIUM REPLACEMENT BATTERY FOR SELECT LAPTOPS-SEWER</u>	01/13/2023	147.98	.00	<u>21-6141 IT SMALL EQUIPMENT</u>	0	1/23		
Total 10644893218:						147.98	.00					
Total DELL MARKETING L.P.:						147.98	.00					
DUBOIS CHEMICALS INC												
512	DUBOIS CHEMICALS INC	IN-30076915	15015	<u>1 TOTE CHLORINE FOR BUTLER WELL, D. CROSSLEY, JAN. '22</u>	01/13/2023	757.35	.00	<u>20-6151 M & R - PROCESS CHEMICALS</u>	0	1/23		
Total IN-30076915:						757.35	.00					
512	DUBOIS CHEMICALS INC	IN-30078179	15011	<u>4 BARRELS OF CHEMFLOC, M. NADEAU, JAN.'23</u>	01/16/2023	3,941.15	.00	<u>21-6151 M & R - PROCESS CHEMICALS</u>	0	1/23		
Total IN-30078179:						3,941.15	.00					
Total DUBOIS CHEMICALS INC:						4,698.50	.00					

DYNA PARTS LLC

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2115	DYNA PARTS LLC	270835	14963	<u>BRAKE PADS FOR WATER TRUCK #27, J. DURHAM, JAN. '23</u>	01/03/2023	81.98	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	1/23		
Total 270835:						81.98	.00					
2115	DYNA PARTS LLC	270836	14964	<u>GEAR OIL FOR PARKS MOWERS, J. DURHAM, JAN. '22</u>	01/03/2023	18.98	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	1/23		
Total 270836:						18.98	.00					
2115	DYNA PARTS LLC	270949	14975	<u>BATTERY FOR PW F150 TRUCK #76, J. DURHAM, JAN. '23- WATER</u>	01/05/2023	70.19	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	1/23		
2115	DYNA PARTS LLC	270949	14975	<u>BATTERY FOR PW F150 TRUCK #76, J. DURHAM, JAN. '23- SEWER</u>	01/05/2023	70.19	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	1/23		
2115	DYNA PARTS LLC	270949	14975	<u>BATTERY FOR PW F150 TRUCK #76, J. DURHAM, JAN. '23-P.I</u>	01/05/2023	26.74	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	1/23		
Total 270949:						167.12	.00					
2115	DYNA PARTS LLC	270956		<u>CREDIT/RETURN BATTERY AND WARRANTY ON INVOICE 270949, JAN. '22- SEWER</u>	01/05/2023	-43.87	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	1/23		
2115	DYNA PARTS LLC	270956		<u>CREDIT/RETURN BATTERY AND WARRANTY ON INVOICE 270949, JAN. '22- SEWER</u>	01/05/2023	-43.87	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	1/23		
2115	DYNA PARTS LLC	270956		<u>CREDIT/RETURN BATTERY AND WARRANTY ON INVOICE 270949, JAN. '22- P.I</u>	01/05/2023	-16.72	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	1/23		
Total 270956:						-104.46	.00					
2115	DYNA PARTS LLC	270977	14984	<u>TRAILER CONNECTOR FOR SEWER TRUCK #8, J. DURHAM, JAN. '23</u>	01/05/2023	35.80	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	1/23		

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2115	DYNA PARTS LLC	270977		<u>CREDIT/RETURN OF TRAILER CONNECTOR ON INVOICE 270576 JAN. '23</u>	01/05/2023	-7.39	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	1/23		
Total 270977:						28.41	.00					
2115	DYNA PARTS LLC	271059	14985	<u>EXTRACTOR TOOL FOR FLEET SHOP, J. DURHAM, JAN'23- ADMIN</u>	01/06/2023	4.19	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	1/23		
2115	DYNA PARTS LLC	271059	14985	<u>EXTRACTOR TOOL FOR FLEET SHOP, J. DURHAM, JAN'23- WATER</u>	01/06/2023	1.67	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	1/23		
2115	DYNA PARTS LLC	271059	14985	<u>EXTRACTOR TOOL FOR FLEET SHOP, J. DURHAM, JAN'23- SEWER</u>	01/06/2023	1.67	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	1/23		
2115	DYNA PARTS LLC	271059	14985	<u>EXTRACTOR TOOL FOR FLEET SHOP, J. DURHAM, JAN'23- P.I</u>	01/06/2023	.84	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	1/23		
Total 271059:						8.37	.00					
2115	DYNA PARTS LLC	271127	14992	<u>WIRING TERMINAL FOR EQUIPMENT REPAIR PARKS SHOP, J.DURHAM, JAN.'23</u>	01/09/2023	3.52	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	1/23		
Total 271127:						3.52	.00					
2115	DYNA PARTS LLC	271264	15012	<u>NEW BATTERY FOR PARKS MINI EXCAVATOR, J. PEREZ, JAN. '23</u>	01/11/2023	124.89	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	1/23		
Total 271264:						124.89	.00					
2115	DYNA PARTS LLC	271738	15038	<u>BREAK CLEAN FOR FLEET NEW SHOP, J. DURHAM, JAN. '23- ADMIN</u>	01/18/2023	20.34	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	1/23		

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2115	DYNA PARTS LLC	271738	15038	<u>BREAK CLEAN FOR FLEET NEW SHOP, J. DURHAM, JAN. '23- WATER</u>	01/18/2023	8.14	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	1/23		
2115	DYNA PARTS LLC	271738	15038	<u>BREAK CLEAN FOR FLEET NEW SHOP, J. DURHAM, JAN. '23- SEWER</u>	01/18/2023	8.14	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	1/23		
2115	DYNA PARTS LLC	271738	15038	<u>BREAK CLEAN FOR FLEET NEW SHOP, J. DURHAM, JAN. '23- P.I</u>	01/18/2023	4.06	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	1/23		
Total 271738:						40.68	.00					
2115	DYNA PARTS LLC	271771	15046	<u>WINDSHIELD WIPERS FOR TRUCK #25 WATER DEPT 2016 F150, J. LISH, JAN '23- WATER</u>	01/19/2023	20.58	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	1/23		
2115	DYNA PARTS LLC	271771	15046	<u>WINDSHIELD WIPERS FOR TRUCK #25 WATER DEPT 2016 F150, J. LISH, JAN '23- P.I</u>	01/19/2023	5.14	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	1/23		
Total 271771:						25.72	.00					
2115	DYNA PARTS LLC	271794	15047	<u>WIRE NUT FOR WIRING REPAIR AT PARKS SHOP, J. DURHAM, JAN. '22</u>	01/19/2023	2.75	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	1/23		
Total 271794:						2.75	.00					
Total DYNA PARTS LLC:						397.96	.00					
ED STAUB & SONS PETROLEUM, INC												
1731	ED STAUB & SONS PETROLEUM, INC	8635390		<u>97.80 PROPANE FOR 201 AVE A, J. LORENTZ, JAN. '23</u>	01/06/2023	344.08	344.08	<u>01-6290 UTILITIES</u>	1004	1/23	01/13/2023	
Total 8635390:						344.08	344.08					
1731	ED STAUB & SONS PETROLEUM, INC	8639374		<u>242.90 PROPANE DELIVERED TO 475 SHORTLINE RD-ADMIN</u>	01/09/2023	297.55	297.55	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	0	1/23	01/13/2023	

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1731	ED STAUB & SONS PETROLEUM, INC	8639374		<u>242.90 PROPANE DELIVERED TO 475 SHORTLINE RD-WATER</u>	01/09/2023	119.02	119.02	20-6150 M & R - SYSTEM	0	1/23	01/13/2023	
1731	ED STAUB & SONS PETROLEUM, INC	8639374		<u>242.90 PROPANE DELIVERED TO 475 SHORTLINE RD-SEWER</u>	01/09/2023	119.02	119.02	21-6150 M & R - SYSTEM	0	1/23	01/13/2023	
1731	ED STAUB & SONS PETROLEUM, INC	8639374		<u>242.90 PROPANE DELIVERED TO 475 SHORTLINE RD-PI</u>	01/09/2023	59.51	59.51	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	1/23	01/13/2023	
Total 8639374:						595.10	595.10					
Total ED STAUB & SONS PETROLEUM, INC:						939.18	939.18					
ELAM & BURKE												
796	ELAM & BURKE	199975		<u>PROFESSIONAL LEGAL SERVICES FOR 12/09-12/31/2022 URBAN RENEWAL EAST KUNA PLAN</u>	12/31/2022	288.50	.00	52-6202 PROFESSIONAL SERVICES	0	1/23		
Total 199975:						288.50	.00					
Total ELAM & BURKE:						288.50	.00					
ENDRESS+HAUSER, INC.												
1586	ENDRESS+HAUSER, INC.	6002401569	14705	<u>TWO LEVEL FENCERS FOR HEADWORKS BUILDING, M. NADEAU. DEC.'22</u>	12/21/2022	4,606.35	.00	21-6150 M & R - SYSTEM	0	1/23		
Total 6002401569:						4,606.35	.00					
Total ENDRESS+HAUSER, INC.:						4,606.35	.00					
FATBEAM LLC												
1831	FATBEAM LLC	32233		<u>MONTHLY RECURRING CHARGE FOR INTERNET SERVICES, FEBRUARY '23-ADMIN</u>	02/01/2023	95.00	.00	01-6052 CONTRACT SERVICES	0	1/23		
1831	FATBEAM LLC	32233		<u>MONTHLY RECURRING CHARGE FOR INTERNET SERVICES, FEBRUARY '23-WATER</u>	02/01/2023	65.00	.00	20-6052 CONTRACT SERVICES	0	1/23		

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1831	FATBEAM LLC	32233		<u>MONTHLY RECURRING CHARGE FOR INTERNET SERVICES, FEBRUARY '23-SEWER</u>	02/01/2023	65.00	.00	<u>21-6052 CONTRACT SERVICES</u>	0	1/23		
1831	FATBEAM LLC	32233		<u>MONTHLY RECURRING CHARGE FOR INTERNET SERVICES, FEBRUARY '23-PI</u>	02/01/2023	25.00	.00	<u>25-6052 CONTRACT SERVICES</u>	0	1/23		
Total 32233:						250.00	.00					
Total FATBEAM LLC:						250.00	.00					
FILTRATION TECHNOLOGY												
108	FILTRATION TECHNOLOGY	S8322/8980	15077	<u>PARTS FOR CHLORINE PUMPS, J.COX, JAN.'23</u>	01/19/2023	11,525.00	.00	<u>20-6150 M & R - SYSTEM</u>	0	1/23		
Total S8322/8980:						11,525.00	.00					
Total FILTRATION TECHNOLOGY:						11,525.00	.00					
GLOBAL EQUIPMENT COMPANY INC												
1963	GLOBAL EQUIPMENT COMPANY INC	120019472	15004	<u>PUMPS FOR 55 GALLON DRUMS FOR EYE WASH AND SHOWER STATIONS, SPILL CONTAINMENT DRUMS J. MORFIN, JAN. '23</u>	01/12/2023	841.77	.00	<u>01-6230 SAFETY TRAINING & EQUIPMENT</u>	1004	1/23		
Total 120019472:						841.77	.00					
Total GLOBAL EQUIPMENT COMPANY INC:						841.77	.00					
GREGORY ALAN BRIDGES												
2141	GREGORY ALAN BRIDGES	01132023GAB		<u>PERFORMANCE AT BONFIRE, JAN. '23</u>	01/13/2023	400.00	400.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	0	1/23	01/13/2023	
Total 01132023GAB:						400.00	400.00					

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Total GREGORY ALAN BRIDGES:						400.00	400.00					
HOLLADAY ENGINEERING CO												
1990	HOLLADAY ENGINEERING CO	48344		<u>PROFESSIONAL SERVICES THROUGH 12/31/2022. PEREGRINE PROJECT KU22-0309</u>	01/11/2023	2,280.63	2,280.63	<u>21-6202 PROFESSIONAL SERVICES</u>	0	1/23	01/13/2023	
Total 48344:						2,280.63	2,280.63					
1990	HOLLADAY ENGINEERING CO	48345		<u>PROFESSIONAL SERVICES THROUGH 12/31/2022. KUNA WELL#12 ELECTRICAL KU22--0402</u>	01/11/2023	6,540.00	6,540.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1275	1/23	01/13/2023	
Total 48345:						6,540.00	6,540.00					
1990	HOLLADAY ENGINEERING CO	48346		<u>PROFESSIONAL SERVICES THROUGH 12/31/2022. WELL #6 CONSTRUCTION PHASE KU22-0416</u>	01/11/2023	1,425.00	1,425.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1277	1/23	01/13/2023	
Total 48346:						1,425.00	1,425.00					
Total HOLLADAY ENGINEERING CO:						10,245.63	10,245.63					
IDAHO POWER (CONSTRUCTION)												
1668	IDAHO POWER (CONSTRUCTION)	01272023IPPS	15075	<u>POWER POLE FOR NEW POLICE STATION . C. ENGELS. JAN. 23</u>	01/27/2023	10,278.00	10,278.00	<u>01-6045 CONTINGENCY</u>	1318	1/23	01/27/2023	
Total 01272023IPPS:						10,278.00	10,278.00					
Total IDAHO POWER (CONSTRUCTION):						10,278.00	10,278.00					
IDAHO POWER CO												
38	IDAHO POWER CO	01132023IP		<u>ELECTRIC SERVICE 11/11-12/19/2022-STREETS</u>	12/29/2022	4,990.02	4,990.02	<u>01-6290 UTILITIES</u>	1002	1/23	01/13/2023	

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Total 01132023IP:						4,990.02	4,990.02					
38	IDAHO POWER CO	01272023IP		<u>ELECTRIC SERVICE 12/01/22-01/17/2023-ADMIN</u>	01/27/2023	649.20	649.20	<u>01-6290 UTILITIES</u>	0	1/23	01/27/2023	
38	IDAHO POWER CO	01272023IP		<u>ELECTRIC SERVICE 12/01/22-01/17/2023-SENIOR CENTER</u>	01/27/2023	315.82	315.82	<u>01-6290 UTILITIES</u>	1001	1/23	01/27/2023	
38	IDAHO POWER CO	01272023IP		<u>ELECTRIC SERVICE 12/01/22-01/17/2023-STREET LIGHTS</u>	01/27/2023	2,099.91	2,099.91	<u>01-6290 UTILITIES</u>	1002	1/23	01/27/2023	
38	IDAHO POWER CO	01272023IP		<u>ELECTRIC SERVICE 12/01/22-01/17/2023-PARKS</u>	01/27/2023	121.78	121.78	<u>01-6290 UTILITIES</u>	1004	1/23	01/27/2023	
38	IDAHO POWER CO	01272023IP		<u>ELECTRIC SERVICE 12/01/22-01/17/2023-WATER</u>	01/27/2023	520.53	520.53	<u>20-6290 UTILITIES EXPENSE</u>	0	1/23	01/27/2023	
38	IDAHO POWER CO	01272023IP		<u>ELECTRIC SERVICE 12/01/22-01/17/2023-SEWER</u>	01/27/2023	17,165.68	17,165.68	<u>21-6290 UTILITIES EXPENSE</u>	0	1/23	01/27/2023	
38	IDAHO POWER CO	01272023IP		<u>ELECTRIC SERVICE 12/01/22-01/17/2023-PI</u>	01/27/2023	159.01	159.01	<u>25-6290 UTILITIES EXPENSE</u>	0	1/23	01/27/2023	
Total 01272023IP:						21,031.93	21,031.93					
Total IDAHO POWER CO:						26,021.95	26,021.95					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	30198	14993	<u>AD#323865, LEGAL PUBLIC NOTICE, CASE NO. 22-08-AN, 5625 W BARKER RD, J. REID, JAN. '23</u>	01/18/2023	39.24	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	1/23		
Total 30198:						39.24	.00					
1802	IDAHO PRESS TRIBUNE, LLC	30199	15023	<u>AD# 323870, LEGAL PUBLIC NOTICE, CASE NO. 22-07-S, NEWBERRY SUBDIVISION, T. BEHUNIN, JAN. '22</u>	01/18/2023	39.60	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	1/23		

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Total 30199:						39.60	.00					
1802	IDAHO PRESS TRIBUNE, LLC	30354	15027	<u>AD# 324831, LEGAL PUBLIC NOTICE, CASE NOS. 22-02-CPF, 22-05-ZC, & 22-06-SUP FOR RECREATION SUB AND & ROBINSON RANCH RV STORAGE, J. REID, JAN. '23</u>	01/25/2023	41.08	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	1/23		
Total 30354:						41.08	.00					
1802	IDAHO PRESS TRIBUNE, LLC	30355	15028	<u>AD# 324833, LEGAL PUBLIC NOTICE, CASE NO. 21-06-SUP, MERIDIAN MEGA STORAGE, J. REID, JAN. '23</u>	01/25/2023	36.64	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	1/23		
Total 30355:						36.64	.00					
1802	IDAHO PRESS TRIBUNE, LLC	30356	15051	<u>AD#325661, LEGAL PUBLIC NOTICE, ORDINANCE 2023-01, N.STANLEY, JAN.23</u>	01/25/2023	475.18	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	1/23		
Total 30356:						475.18	.00					
1802	IDAHO PRESS TRIBUNE, LLC	30357	15051	<u>AD#325678, LEGAL PUBLIC NOTICE, ORDINANCE 2023-02, N.STANLEY, JAN.23</u>	01/25/2023	475.18	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	1/23		
Total 30357:						475.18	.00					
1802	IDAHO PRESS TRIBUNE, LLC	30358		<u>AD#325690, LEGAL PUBLIC NOTICE, ORDINANCE 2023-03, N. STANLEY, JAN. '23</u>	01/25/2023	437.94	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	1/23		
Total 30358:						437.94	.00					
1802	IDAHO PRESS TRIBUNE, LLC	30359	15051	<u>AD#325698, LEGAL PUBLIC NOTICE, ORDINANCE 2023-05, N.STANLEY, JAN.23</u>	01/25/2023	908.16	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	1/23		

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Total 30359:						908.16	.00					
Total IDAHO PRESS TRIBUNE, LLC:						2,453.02	.00					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	482135196012		<u>NATURAL GAS CONSUMPTION AT SENIOR CENTER, 12/28/22-01/25/23</u>	01/26/2023	577.72	.00	<u>01-6290 UTILITIES</u>	1001	1/23		
Total 48213519601262023:						577.72	.00					
37	INTERMOUNTAIN GAS CO	482195000010		<u>NATURAL GAS CONSUMPTION AT WASTEWATER TREATMENT PLANT, 12/06/22-01/05/23-WATER</u>	01/06/2023	1,716.30	1,716.30	<u>20-6290 UTILITIES EXPENSE</u>	0	1/23	01/13/2023	
37	INTERMOUNTAIN GAS CO	482195000010		<u>NATURAL GAS CONSUMPTION AT WASTEWATER TREATMENT PLANT, 12/06/22-01/05/23-SEWER</u>	01/06/2023	1,716.30	1,716.30	<u>21-6290 UTILITIES EXPENSE</u>	0	1/23	01/13/2023	
37	INTERMOUNTAIN GAS CO	482195000010		<u>NATURAL GAS CONSUMPTION AT WASTEWATER TREATMENT PLANT, 12/06/22-01/05/23-PI</u>	01/06/2023	653.83	653.83	<u>25-6290 UTILITIES EXPENSE</u>	0	1/23	01/13/2023	
Total 48219500001062023:						4,086.43	4,086.43					
37	INTERMOUNTAIN GAS CO	482327707012		<u>NATURAL GAS CONSUMPTION AT PARKS DEPT-12/28/22-01/25/23</u>	01/26/2023	98.64	.00	<u>01-6290 UTILITIES</u>	1004	1/23		
Total 48232770701262023:						98.64	.00					
37	INTERMOUNTAIN GAS CO	482634665012		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 12/28/22-01/25/23-ADMIN</u>	01/26/2023	175.76	.00	<u>01-6290 UTILITIES</u>	0	1/23		
37	INTERMOUNTAIN GAS CO	482634665012		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 12/28/22-01/25/23-WATER</u>	01/26/2023	120.25	.00	<u>20-6290 UTILITIES EXPENSE</u>	0	1/23		

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37	INTERMOUNTAIN GAS CO	482634665012		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 12/28/22-01/25/23 -SEWER</u>	01/26/2023	120.25	.00	<u>21-6290 UTILITIES EXPENSE</u>	0	1/23		
37	INTERMOUNTAIN GAS CO	482634665012		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 12/28/22-01/25/23 -PI</u>	01/26/2023	46.27	.00	<u>25-6290 UTILITIES EXPENSE</u>	0	1/23		
Total 48263466501262023:						462.53	.00					
Total INTERMOUNTAIN GAS CO:						5,225.32	4,086.43					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	01062023-0112		<u>SANITATION RECEIPT TRANSFER, 01/06-01/12/2023</u>	01/13/2023	91,792.54	91,792.54	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	1/23	01/13/2023	
230	J & M SANITATION, INC.	01062023-0112		<u>SANITATION RECEIPT TRANSFER, LESS FRANCHISE FEES, 01/06-01/12/2023</u>	01/13/2023	-9,069.10	-9,069.10	<u>01-4170 FRANCHISE FEES</u>	0	1/23	01/13/2023	
Total 01062023-01122023:						82,723.44	82,723.44					
230	J & M SANITATION, INC.	01132023-0119		<u>SANITATION RECEIPT TRANSFER, 01/13-01/19/2023</u>	01/20/2023	127,621.72	127,621.72	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	1/23	01/20/2023	
230	J & M SANITATION, INC.	01132023-0119		<u>SANITATION RECEIPT TRANSFER, LESS FRANCHISE FEES, 01/13-01/19/2023</u>	01/20/2023	-12,609.02	-12,609.02	<u>01-4170 FRANCHISE FEES</u>	0	1/23	01/20/2023	
Total 01132023-01192023:						115,012.70	115,012.70					
230	J & M SANITATION, INC.	01202023-012		<u>SANITATION RECEIPT TRANSFER, 01/20-01/26/2023</u>	01/27/2023	15,701.56	15,701.56	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	1/23	01/27/2023	
230	J & M SANITATION, INC.	01202023-012		<u>SANITATION RECEIPT TRANSFER, LESS FRANCHISE FEES, 01/20-01/26/2023</u>	01/27/2023	-1,551.31	-1,551.31	<u>01-4170 FRANCHISE FEES</u>	0	1/23	01/27/2023	

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Total 01202023-01262023:						14,150.25	14,150.25					
Total J & M SANITATION, INC.:						211,886.39	211,886.39					
J-U-B ENGINEERS, INC.												
1236	J-U-B ENGINEERS, INC.	0157874		<u>PROFESSIONAL SERVICES FROM 10/01-11/10/2022. KUNA: EAST DISTRICT URBAN RENEWAL PLAN-BUDGET 2022</u>	11/18/2022	1,300.00	1,300.00	<u>01-6045 CONTINGENCY</u>	1283	1/23	01/27/2023	
Total 0157874:						1,300.00	1,300.00					
1236	J-U-B ENGINEERS, INC.	0159505		<u>PROFESSIONAL SERVICES FROM 12/04-12/31/2022. KUNA: RAILROAD OVERPASS PEL PLANNING STUDY-BUDGET 2022</u>	01/24/2023	8,305.74	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1273	1/23		
Total 0159505:						8,305.74	.00					
Total J-U-B ENGINEERS, INC.:						9,605.74	1,300.00					
KELLER ASSOCIATES, INC.												
429	KELLER ASSOCIATES, INC.	0223327		<u>PROFESSIONAL SERVICES FROM 10/01-11/05/22-MERLIN POINTE MODEL EVALUATION</u>	11/05/2022	1,976.25	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	1/23		
Total 0223327:						1,976.25	.00					
429	KELLER ASSOCIATES, INC.	0224134		<u>PROFESSIONAL SERVICES FROM 12/04-12/31/22. AVALON & KAY SIGNAL WARRANT STUDY</u>	12/31/2022	1,176.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1126	1/23		
Total 0224134:						1,176.00	.00					
429	KELLER ASSOCIATES, INC.	0224302		<u>PROFESSIONAL SERVICES FROM 12/04-12/31/2022- WASTEWATER SYSTEM MASTER PLAN UPDATE</u>	12/31/2022	27,305.00	.00	<u>21-6045 CONTINGENCY</u>	0	1/23		

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Total 0224302:						27,305.00	.00					
429	KELLER ASSOCIATES, INC.	0230014		<u>PROFESSIONAL SERVICES FROM 12/04-12/31/2022-MERLIN POINTE MODEL EVALUATION</u>	12/31/2022	463.75	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	1/23		
Total 0230014:						463.75	.00					
Total KELLER ASSOCIATES, INC.:						30,921.00	.00					
KENDALL FORD OF MERIDIAN LLC												
1616	KENDALL FORD OF MERIDIAN LLC	2350666	14903	<u>MOLDING PIECE FOR PARKS F150 TRUCK #48, J. DURHAM, DEC, '22</u>	12/28/2022	79.16	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	1/23		
Total 2350666:						79.16	.00					
Total KENDALL FORD OF MERIDIAN LLC:						79.16	.00					
KM ENGINEERING LLP												
2174	KM ENGINEERING LLP	22-219-01		<u>MASON CREEK SEWER PHASE 1, PROJECT 22-219, INVOICE CUTOFF DATE, 11/12/2022</u>	11/23/2022	7,067.50	7,067.50	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1299	1/23	01/27/2023	
Total 22-219-01:						7,067.50	7,067.50					
2174	KM ENGINEERING LLP	22-219-02		<u>MASON CREEK SEWER PHASE 1, PROJECT 22-219, INVOICE CUTOFF DATE, 12/10/2022</u>	12/20/2022	25,300.00	25,300.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1299	1/23	01/27/2023	
Total 22-219-02:						25,300.00	25,300.00					
2174	KM ENGINEERING LLP	22-219-03		<u>MASON CREEK SEWER PHASE 1, PROJECT:22-219, INVOICE CUTOFF DATE: 01/14/2023</u>	01/23/2023	22,691.25	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1299	1/23		
Total 22-219-03:						22,691.25	.00					

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Total KM ENGINEERING LLP:						55,058.75	32,367.50					
KUNA JT. SCHOOL DISTRICT NO. 3												
199	KUNA JT. SCHOOL DISTRICT NO. 3	2123		FIBER OPTIC LEASE FOR JANUARY 2023-ADMIN	02/01/2023	114.00	.00	01-6255 TELEPHONE	0	1/23		
199	KUNA JT. SCHOOL DISTRICT NO. 3	2123		FIBER OPTIC LEASE FOR JANUARY 2023-WATER	02/01/2023	78.00	.00	20-6255 TELEPHONE EXPENSE	0	1/23		
199	KUNA JT. SCHOOL DISTRICT NO. 3	2123		FIBER OPTIC LEASE FOR JANUARY 2023-SEWER	02/01/2023	78.00	.00	21-6255 TELEPHONE EXPENSE	0	1/23		
199	KUNA JT. SCHOOL DISTRICT NO. 3	2123		FIBER OPTIC LEASE FOR JANUARY 2023-PI	02/01/2023	30.00	.00	25-6255 TELEPHONE EXPENSE	0	1/23		
Total 2123:						300.00	.00					
Total KUNA JT. SCHOOL DISTRICT NO. 3:						300.00	.00					
KUNA LION'S CLUB												
692	KUNA LION'S CLUB	01272023KLC		DONATION FOR EASTER EGG HUNT 2023	01/27/2023	2,000.00	2,000.00	01-6070 DONATIONS EXPENSE	0	1/23	01/27/2023	
Total 01272023KLC:						2,000.00	2,000.00					
Total KUNA LION'S CLUB:						2,000.00	2,000.00					
KUNA LUMBER												
499	KUNA LUMBER	A133525	15029	COUNTERSINK TOOL AND BITS FOR DOCK PROJECT, J. MORFIN, JAN.'23	01/17/2023	140.30	.00	40-6020 CAPITAL IMPROVEMENTS	1126	1/23		
Total A133525:						140.30	.00					
499	KUNA LUMBER	A133570	15031	WOOD TRIM FOR COUNTER TOPS IN PARKS SHOP, J. ADAMS, JAN.'23	01/17/2023	55.65	.00	01-6140 MAINT. & REPAIR BUILDING	1004	1/23		

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Total A133570:						55.65	.00					
499	KUNA LUMBER	A133658	15052	<u>2 PAIR WORK GLOVES, J.LISH, JAN. '23-WATER</u>	01/20/2023	12.22	.00	<u>20-6285 UNIFORMS EXPENSE</u>	0	1/23		
499	KUNA LUMBER	A133658	15052	<u>2 PAIR WORK GLOVES, J.LISH, JAN. '23-PI</u>	01/20/2023	3.06	.00	<u>25-6285 UNIFORMS EXPENSE</u>	0	1/23		
Total A133658:						15.28	.00					
499	KUNA LUMBER	A133756	15076	<u>CAULK, J.BOSTON, JAN.'23</u>	01/26/2023	8.09	.00	<u>21-6150 M & R - SYSTEM</u>	0	1/23		
Total A133756:						8.09	.00					
499	KUNA LUMBER	B168446	15005	<u>STREET LIGHT REPAIR PARTS, S. HOWELL</u>	01/10/2023	15.07	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1002	1/23		
Total B168446:						15.07	.00					
499	KUNA LUMBER	B168465	15013	<u>4 IN PVC CAP, J. PEREZ, JAN.'23</u>	01/11/2023	3.14	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	1/23		
Total B168465:						3.14	.00					
499	KUNA LUMBER	B168497		<u>HAMMER DRILL BIT FOR DRILLING CONCRETE, J. ADAMS, JAN. '23</u>	01/12/2023	16.54	.00	<u>01-6175 SMALL TOOLS</u>	1004	1/23		
Total B168497:						16.54	.00					
499	KUNA LUMBER	B168604	15030	<u>SAFETY BITS FOR PLAYGROUND EQUIPMENT, J. MORFIN, JAN. '23</u>	01/17/2023	12.58	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	1/23		

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Total B168604:						12.58	.00					
Total KUNA LUMBER:						266.65	.00					
L AND C STORAGE CONTAINERS												
2169	L AND C STORAGE CONTAINERS	0000623		40 FT CONTAINER TO STORE SUPPLIES FOR NEW POLICE STATION, JAN. '23	01/03/2023	6,225.00	6,225.00	01-6160 MISCELLANEOUS EXPENSES	0	1/23	01/13/2023	
Total 0000623:						6,225.00	6,225.00					
Total L AND C STORAGE CONTAINERS:						6,225.00	6,225.00					
LOCAHAN LLC												
1619	LOCAHAN LLC	AR1136371		CONTRACT BASE CHARGE FOR 01/03-02/02/2023, MPC4504EX, SERIAL #C737M540155 & C737M540938-ADMIN	01/10/2023	136.56	136.56	01-6142 MAINT. & REPAIR - EQUIPMENT	0	1/23	01/20/2023	
1619	LOCAHAN LLC	AR1136371		CONTRACT BASE CHARGE FOR 01/03-02/02/2023, MPC4504EX, SERIAL #C737M540155 & C737M540938-WATER	01/10/2023	125.50	125.50	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	1/23	01/20/2023	
1619	LOCAHAN LLC	AR1136371		CONTRACT BASE CHARGE FOR 01/03-02/02/2023, MPC4504EX, SERIAL #C737M540155 & C737M540938-SEWER	01/10/2023	125.50	125.50	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	1/23	01/20/2023	
1619	LOCAHAN LLC	AR1136371		CONTRACT BASE CHARGE FOR 01/03-02/02/2023, MPC4504EX, SERIAL #C737M540155 & C737M540938-PI	01/10/2023	47.58	47.58	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	1/23	01/20/2023	
1619	LOCAHAN LLC	AR1136371		CONTRACT BASE CHARGE FOR 01/03-02/02/2023, MPC4504EX, SERIAL #C737M540155 & C737M540938-P&Z	01/10/2023	47.58	47.58	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	1/23	01/20/2023	

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				<u>C509P90031-SEWER</u>	01/19/2023	8.51	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	1/23		
1619	LOCAHAN LLC	AR1138755		<u>CONTRACT OVERAGE CHARGE FOR 12/01-12/31/2022, MODEL# MPC307SPF, SERIAL# C509P90031-PI</u>	01/19/2023	3.30	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	1/23		
Total AR1138755:						80.25	.00					
1619	LOCAHAN LLC	AR1138756		<u>CONTRACT OVERAGE CHARGE FOR 12/01-12/31/2022, MODEL#MX2651, SERIAL# 03012172-WATER</u>	01/19/2023	43.95	.00	<u>20-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	1/23		
1619	LOCAHAN LLC	AR1138756		<u>CONTRACT OVERAGE CHARGE FOR 12/01-12/31/2022, MODEL#MX2651, SERIAL# 03012172-SEWER</u>	01/19/2023	43.95	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	1/23		
1619	LOCAHAN LLC	AR1138756		<u>CONTRACT OVERAGE CHARGE FOR 12/01-12/31/2022, MODEL#MX2651, SERIAL# 03012172-PI</u>	01/19/2023	16.75	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	1/23		
1619	LOCAHAN LLC	AR1138756		<u>CONTRACT LEASE CHARGE, MODEL#MX2651, SERIAL# 03012172</u>	01/19/2023	95.55	.00	<u>20-6212 RENT - EQUIPMENT</u>	0	1/23		
Total AR1138756:						200.20	.00					
1619	LOCAHAN LLC	AR1139560		<u>CONTRACT LEASE COVERAGE, MODEL#IMC4500, SERIAL#3122R790389, #3122R790356, CITY HALL & P&Z</u>	01/19/2023	433.94	.00	<u>01-6212 RENT - EQUIPMENT</u>	0	1/23		
Total AR1139560:						433.94	.00					
Total LOCAHAN LLC:						1,243.12	528.73					

MAV EVENT SERVICES

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2086	MAV EVENT SERVICES	5651		<u>BONFIRE PARKING, N. STANLEY, JAN. '23</u>	01/20/2023	192.00	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	0	1/23		
Total 5651:						192.00	.00					
Total MAV EVENT SERVICES:						192.00	.00					
NATIONAL BUSINESS FURNITURE LLC												
2107	NATIONAL BUSINESS FURNITURE LLC	MK588792-TD	15041	<u>KUNA POLICE DEPARTMENT RECEPTION STATION, J.EDINGER, JAN. '23</u>	01/23/2023	3,059.18	.00	<u>01-6045 CONTINGENCY</u>	1319	1/23		
Total MK588792-TDQ:						3,059.18	.00					
Total NATIONAL BUSINESS FURNITURE LLC:						3,059.18	.00					
O'REILLY AUTO ENTERPRISES LLC												
2121	O'REILLY AUTO ENTERPRISES LLC	5841-277509	15000	<u>CONNECTOR AND DRILL BIT FOR FLEET VEHICLE REPAIR, J. DURHAM, JAN. '22- ADMIN</u>	01/10/2023	6.99	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	1/23		
2121	O'REILLY AUTO ENTERPRISES LLC	5841-277509	15000	<u>CONNECTOR AND DRILL BIT FOR FLEET VEHICLE REPAIR, J. DURHAM, JAN. '22- WATER</u>	01/10/2023	2.79	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	1/23		
2121	O'REILLY AUTO ENTERPRISES LLC	5841-277509	15000	<u>CONNECTOR AND DRILL BIT FOR FLEET VEHICLE REPAIR, J. DURHAM, JAN. '22- SEWER</u>	01/10/2023	2.80	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	1/23		
2121	O'REILLY AUTO ENTERPRISES LLC	5841-277509	15000	<u>CONNECTOR AND DRILL BIT FOR FLEET VEHICLE REPAIR, J. DURHAM, JAN. '22- P.I</u>	01/10/2023	1.40	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	1/23		
Total 5841-277509:						13.98	.00					
Total O'REILLY AUTO ENTERPRISES LLC:						13.98	.00					
PACIFIC STEEL												
584	PACIFIC STEEL	8246397	15025	<u>METAL FOR REPAIR AT TREATMENT PLANT, J. ADAMS, JAN. '23</u>	01/13/2023	46.69	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	1/23		

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Total 8246397:						46.69	.00					
Total PACIFIC STEEL:						46.69	.00					
PACWEST BARS LLC												
2190	PACWEST BARS LLC	1001		<u>CATERING FEE FOR CHRISTMAS PARTY, DEC. '22-ADMIN</u>	12/20/2022	161.25	161.25	<u>01-5950 TEAM BUILDING, ONBOARDING</u>	0	1/23	01/20/2023	
2190	PACWEST BARS LLC	1001		<u>CATERING FEE FOR CHRISTMAS PARTY, DEC. '22-WATER</u>	12/20/2022	212.85	212.85	<u>20-5950 TEAM BUILDING, ONBOARDING</u>	0	1/23	01/20/2023	
2190	PACWEST BARS LLC	1001		<u>CATERING FEE FOR CHRISTMAS PARTY, DEC. '22-SEWER</u>	12/20/2022	212.85	212.85	<u>21-5950 TEAM BUILDING, ONBOARDING</u>	0	1/23	01/20/2023	
2190	PACWEST BARS LLC	1001		<u>CATERING FEE FOR CHRISTMAS PARTY, DEC. '22-PI</u>	12/20/2022	58.05	58.05	<u>25-5950 TEAM BUILDING, ONBOARDING</u>	0	1/23	01/20/2023	
Total 1001:						645.00	645.00					
Total PACWEST BARS LLC:						645.00	645.00					
PAIGE MECHANICAL GROUP, INC.												
1654	PAIGE MECHANICAL GROUP, INC.	32738	14737	<u>HVAC REPAIR AT WWTP, T. SHAFFER, NOV.'22</u>	01/12/2023	1,710.50	1,710.50	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	1/23	01/27/2023	
Total 32738:						1,710.50	1,710.50					
Total PAIGE MECHANICAL GROUP, INC.:						1,710.50	1,710.50					
PEAK ALARM COMPANY, INC												
1021	PEAK ALARM COMPANY, INC	1265368		<u>ALARM MONITOR FOR WELLS (SNOWHAWK, CEDAR, DANSKIN, BEST BATH, EL CAJON, BUTLER, & SEGO PRAIRIE) 02/01-02/28/23-WATER</u>	02/01/2023	221.41	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	1/23		

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1021	PEAK ALARM COMPANY, INC	1265368		<u>ALARM MONITOR FOR WELLS (SNOWHAWK, CEDAR, DANSKIN, BEST BATH, EL CAJON, BUTLER, & SEGO PRAIRIE) 02/01-02/28/23- P.I</u>	02/01/2023	55.35	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	1/23		
Total 1265368:						276.76	.00					
1021	PEAK ALARM COMPANY, INC	1270365		<u>FIRE ALARM SERVICE & LABOR AT THE TREATMENT PLANT, JAN. '22- WATER</u>	01/19/2023	58.49	.00	<u>20-6150 M & R - SYSTEM</u>	0	1/23		
1021	PEAK ALARM COMPANY, INC	1270365		<u>FIRE ALARM SERVICE & LABOR AT THE TREATMENT PLANT, JAN. '22- SEWER</u>	01/19/2023	58.49	.00	<u>21-6150 M & R - SYSTEM</u>	0	1/23		
1021	PEAK ALARM COMPANY, INC	1270365		<u>FIRE ALARM SERVICE & LABOR AT THE TREATMENT PLANT, JAN. '22- P.I</u>	01/19/2023	22.28	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	1/23		
Total 1270365:						139.26	.00					
Total PEAK ALARM COMPANY, INC:						416.02	.00					
PETROLEUM STORAGE TANK FUND												
143	PETROLEUM STORAGE TANK FUND	29076		<u>PETROLEUM STORAGE TANK FINANCIAL RESPONSIBILITY INSURANCE, (BUTLER WELL) (CEDAR WELL) 03/01/23-03/01/24</u>	01/06/2023	50.00	.00	<u>20-6150 M & R - SYSTEM</u>	0	1/23		
143	PETROLEUM STORAGE TANK FUND	29076		<u>PETROLEUM STORAGE TANK FINANCIAL RESPONSIBILITY INSURANCE, CITY OF KUNA NORTH WASTE WATER TREATMENT PLANT, 03/01/23-03/01/24 - WATER</u>	01/06/2023	31.50	.00	<u>20-6150 M & R - SYSTEM</u>	0	1/23		
143	PETROLEUM STORAGE TANK FUND	29076		<u>PETROLEUM STORAGE TANK FINANCIAL RESPONSIBILITY INSURANCE, CITY OF KUNA NORTH WASTE WATER TREATMENT PLANT, 03/01/23-03/01/24 - SEWER</u>	01/06/2023	31.50	.00	<u>21-6150 M & R - SYSTEM</u>	0	1/23		

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143	PETROLEUM STORAGE TANK FUND	29076		PETROLEUM STORAGE TANK FINANCIAL RESPONSIBILITY INSURANCE, CITY OF KUNA NORTH WASTE WATER TREATMENT PLANT. 03/01/23-03/01/24 - P.I	01/06/2023	12.00	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	1/23		
143	PETROLEUM STORAGE TANK FUND	29076		PETROLEUM STORAGE TANK FINANCIAL RESPONSIBILITY INSURANCE, (CITY SEWER LIFT STATION (DANSKIN LIFT STATION (CRIMSON LIFT STATION) (PATAGONIA LIFT STATION) (ORCHARD) 03/01/23 -03/01/24- SEWER	01/06/2023	125.00	.00	21-6150 M & R - SYSTEM	0	1/23		
Total 29076:						250.00	.00					
Total PETROLEUM STORAGE TANK FUND:						250.00	.00					
REXEL USA, INC.												
1613	REXEL USA, INC.	2Z93745	14939	PHOTO SENSORS FOR STREET LIGHTS, S. HOWELL, DEC. '22	01/04/2023	220.92	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1002	1/23		
Total 2Z93745:						220.92	.00					
1613	REXEL USA, INC.	3N75563	14885	JUNCTION BOX LID FOR STREET LIGHT, S. HOWELL, DEC. '22	12/20/2022	80.35	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1002	1/23		
Total 3N75563:						80.35	.00					
1613	REXEL USA, INC.	3N75563-1		CREDIT/RETURN JUNCTION BOX LID FOR STREET LIGHT, JAN. '22	01/23/2023	-80.35	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1002	1/23		
Total 3N75563-1:						-80.35	.00					
Total REXEL USA, INC.:						220.92	.00					

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RICOH USA, INC. (MAINTENANCE)												
1422	RICOH USA, INC. (MAINTENANCE)	5066446547		<u>COPIER CHARGES, MODEL #IMC2000, SERIAL # C86262110, FOR PARKS, 12/01-12/31/22</u>	01/01/2023	14.15	14.15	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	1/23	01/13/2023	
Total 5066446547:						14.15	14.15					
Total RICOH USA, INC. (MAINTENANCE):						14.15	14.15					
RONALD DEAN HALL												
2192	RONALD DEAN HALL	000056		<u>ONE CATERING PERMIT AND ONE BARTENDER FOR TWO HOURS AT CHRISTMAS TREE BONFIRE, JAN. '22</u>	01/14/2023	30.00	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	0	1/23		
Total 000056:						30.00	.00					
Total RONALD DEAN HALL:						30.00	.00					
SAGE SUPPLY INC												
1854	SAGE SUPPLY INC	22-38310		<u>LIQUID ICE MELT FOR ALL DEPARTMENTS, JAN. '23- ADMIN</u>	01/06/2023	378.00	378.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	0	1/23	01/27/2023	
1854	SAGE SUPPLY INC	22-38310		<u>LIQUID ICE MELT FOR ALL DEPARTMENTS, JAN. '23- P&Z</u>	01/06/2023	135.00	135.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1003	1/23	01/27/2023	
1854	SAGE SUPPLY INC	22-38310		<u>LIQUID ICE MELT FOR ALL DEPARTMENTS, JAN. '23- WATER</u>	01/06/2023	351.00	351.00	<u>20-6150 M & R - SYSTEM</u>	0	1/23	01/27/2023	
1854	SAGE SUPPLY INC	22-38310		<u>LIQUID ICE MELT FOR ALL DEPARTMENTS, JAN. '23- SEWER</u>	01/06/2023	351.00	351.00	<u>21-6150 M & R - SYSTEM</u>	0	1/23	01/27/2023	
1854	SAGE SUPPLY INC	22-38310		<u>LIQUID ICE MELT FOR ALL DEPARTMENTS, JAN. '23- P.I</u>	01/06/2023	135.00	135.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	1/23	01/27/2023	
Total 22-38310:						1,350.00	1,350.00					

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Total SAGE SUPPLY INC:						1,350.00	1,350.00					
SMITH'S LAWNMOWER SALES												
58	SMITH'S LAWNMOWER SALES	237910	14967	<u>PTO BELT FOR NEW WALKER MOWER, J. DURHAM, JAN. '22</u>	01/04/2023	58.90	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	1/23		
Total 237910:						58.90	.00					
Total SMITH'S LAWNMOWER SALES:						58.90	.00					
ST. LUKE'S HEALTH SYSTEM												
1441	ST. LUKE'S HEALTH SYSTEM	2623860		<u>EMPLOYEE VACCINATION & IMMUNIZATIONS, ACCT #467146791, FOR J. BOSTON - SEWER</u>	01/09/2023	241.74	241.74	<u>21-5950 TEAM BUILDING, ONBOARDING</u>	0	1/23	01/27/2023	
Total 2623860:						241.74	241.74					
Total ST. LUKE'S HEALTH SYSTEM:						241.74	241.74					
TATES RENTS, INC.												
59	TATES RENTS, INC.	1692918-5	15058	<u>FLOOR SANDER RENTAL AND SAND PAPER FOR PARKS BATHROOMS FLOORS, B.VILLANUEVA, JAN.'23</u>	01/24/2023	66.02	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	1/23		
Total 1692918-5:						66.02	.00					
Total TATES RENTS, INC.:						66.02	.00					
TEANCUM LLC												
1959	TEANCUM LLC	345141	14965	<u>FILTERS AND OIL FOR SEWER TRUCK # 08, J. DURHAM, JAN.'23</u>	01/03/2023	298.32	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	1/23		
Total 345141:						298.32	.00					
Total TEANCUM LLC:						298.32	.00					

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TECHNOLOGY SOLUTIONS LLC												
1823	TECHNOLOGY SOLUTIONS LLC	4556		<u>ACCESS CONTROL INSTALLATION FOR ACCESS TO WELL HOUSES, DEC. '22- WATER</u>	12/09/2022	16,771.33	16,771.33	<u>21-6166 PP&E PURCHASES - OPERATIONS</u>	0	1/23	01/13/2023	
1823	TECHNOLOGY SOLUTIONS LLC	4556		<u>ACCESS CONTROL INSTALLATION FOR ACCESS TO WELL HOUSES, DEC. '22- P.I</u>	12/09/2022	4,192.83	4,192.83	<u>25-6166 PP&E PURCHASES - OPERATIONS</u>	0	1/23	01/13/2023	
Total 4556:						20,964.16	20,964.16					
1823	TECHNOLOGY SOLUTIONS LLC	4568		<u>CAMERA REPAIR AT BERNIE FISHER PARK AND SPLASH PAD, JAN. '22</u>	01/06/2023	554.98	554.98	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	1/23	01/13/2023	
Total 4568:						554.98	554.98					
Total TECHNOLOGY SOLUTIONS LLC:						21,519.14	21,519.14					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:08396393	15022	<u>ONE WATER COOLER RENTAL AND 5 EACH 5 GALLON WATER BOTTLES FOR PARKS MAINTENANCE SHOP, A. PETERSON, JAN. '23</u>	01/13/2023	24.40	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	1/23		
Total 2160:08396393:						24.40	.00					
992	TREASURE VALLEY COFFEE	2160:08396887		<u>5 EACH 5 GALLON WATER BOTTLES, ONE COOLER RENTAL FOR CITY HALL, JAN. '22- ADMIN</u>	01/13/2023	22.61	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	1/23		
992	TREASURE VALLEY COFFEE	2160:08396887		<u>5 EACH 5 GALLON WATER BOTTLES, ONE COOLER RENTAL FOR CITY HALL, JAN. '22- WATER</u>	01/13/2023	15.47	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	1/23		
992	TREASURE VALLEY COFFEE	2160:08396887		<u>5 EACH 5 GALLON WATER BOTTLES, ONE COOLER RENTAL FOR CITY HALL, JAN. '22- SEWER</u>	01/13/2023	15.47	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	1/23		

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				<u>TREATMENT PLANT M. WEBB, JAN.'23- SEWER</u>	01/13/2023	23.35	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	1/23		
992	TREASURE VALLEY COFFEE	2160:08758876	15019	<u>9 EACH 5 GALLON WATER BOTTLES, ONE CANISTER CREAMER, AND ONE CANISTER SUGAR FOR TREATMENT PLANT M. WEBB, JAN.'23- P.I</u>	01/13/2023	8.90	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	1/23		
Total 2160:08758876:						55.60	.00					
992	TREASURE VALLEY COFFEE	2160:08789509	15082	<u>9 EACH 5 GALLON WATER BOTTLES, TWO COOLER RENTAL, SUGAR, COFFEE, & CUPS, M. WEBB -TREATMENT PLANT, JAN. '23- WATER</u>	01/27/2023	90.04	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	1/23		
992	TREASURE VALLEY COFFEE	2160:08789509		<u>9 EACH 5 GALLON WATER BOTTLES, TWO COOLER RENTAL, SUGAR, COFFEE, & CUPS, M. WEBB -TREATMENT PLANT, JAN. '23- SEWER</u>	01/27/2023	90.04	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	1/23		
992	TREASURE VALLEY COFFEE	2160:08789509		<u>9 EACH 5 GALLON WATER BOTTLES, TWO COOLER RENTAL, SUGAR, COFFEE, & CUPS, M. WEBB -TREATMENT PLANT, JAN. '23- P.I</u>	01/27/2023	34.29	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	1/23		
Total 2160:08789509:						214.37	.00					
992	TREASURE VALLEY COFFEE	2160:08789595	15086	<u>4 EACH 5 GALLON WATER BOTTLES AND TWO COOLER RENTAL, C. MERRITT, JAN. '23 - ADMIN</u>	01/27/2023	20.06	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	1/23		
992	TREASURE VALLEY COFFEE	2160:08789595	15086	<u>4 EACH 5 GALLON WATER BOTTLES AND TWO COOLER RENTAL, C. MERRITT, JAN. '23 - WATER</u>	01/27/2023	13.73	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	1/23		
992	TREASURE VALLEY COFFEE	2160:08789595	15086	<u>4 EACH 5 GALLON WATER BOTTLES AND TWO COOLER RENTAL, C. MERRITT, JAN. '23 - SEWER</u>	01/27/2023	13.73	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	1/23		

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992	TREASURE VALLEY COFFEE	2160:08789595	15086	4 EACH 5 GALLON WATER BOTTLES AND TWO COOLER RENTAL, C. MERRITT, JAN. '23 - P.I	01/27/2023	5.28	.00	25-6165 OFFICE SUPPLIES	0	1/23		
Total 2160:08789595:						52.80	.00					
Total TREASURE VALLEY COFFEE:						510.08	.00					
TURF EQUIPMENT & IRRIGATION INC												
1969	TURF EQUIPMENT & IRRIGATION INC	763686-00		CAPS FOR TORO SPRAY RIG, JAN. '22	01/23/2023	157.80	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	1/23		
Total 763686-00:						157.80	.00					
Total TURF EQUIPMENT & IRRIGATION INC:						157.80	.00					
ULINE INC												
2065	ULINE INC	158859819	15039	4 CT ONE GALLON ISOPROPYL ALCOHOL M. WEBB, JAN .23	01/18/2023	232.01	.00	20-6150 M & R - SYSTEM	0	1/23		
2065	ULINE INC	158859819	15039	FOUR FACE SHIELDS AND SIX PVC APRONS FOR WATER CREW, M. WEBB, JAN .23	01/18/2023	120.00	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	1/23		
Total 158859819:						352.01	.00					
Total ULINE INC:						352.01	.00					
UNITED SITE SERVICES OF NEVADA INC												
2124	UNITED SITE SERVICES OF NEVADA INC	114-13493537		ADA WHEELCHAIR ACCESSIBLE AND STANDARD PORTABLE RESTROOM RENTAL WEEKLY SERVICE, 01/12-02/08/23- GREENBELT	01/13/2023	279.50	279.50	01-6212 RENT-EQUIPMENT	1004	1/23	01/20/2023	
Total 114-13493537:						279.50	279.50					

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2124	UNITED SITE SERVICES OF NEVADA INC	INV-01332059		<u>ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 01/06-02/02/23- BUTLER PARK</u>	01/09/2023	212.75	212.75	<u>01-6212 RENT-EQUIPMENT</u>	1004	1/23	01/13/2023	
Total INV-01332059:						212.75	212.75					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-01347140		<u>STANDARD PORTABLE RESTROOM RENTAL, BI-WEEKLY SERVICE 01/12-02/02/23, WATER BOOSTER STATION/EAST KUNA RD, WATER</u>	01/13/2023	95.00	95.00	<u>20-6212 RENT - EQUIPMENT</u>	0	1/23	01/20/2023	
Total INV-01347140:						95.00	95.00					
Total UNITED SITE SERVICES OF NEVADA INC:						587.25	587.25					
UNIVAR SOLUTIONS USA, INC.												
1410	UNIVAR SOLUTIONS USA, INC.	50827533	14973	<u>SODIUM HYPOCHLORITE, M. NADEU, JAN. '23</u>	01/06/2023	1,749.00	.00	<u>21-6151 M & R - PROCESS CHEMICALS</u>	0	1/23		
1410	UNIVAR SOLUTIONS USA, INC.	50827533		<u>CONTAINER DEPOSIT, M. NADEU, JAN. '23</u>	01/06/2023	700.00	.00	<u>21-6097 DEPOSITS ON ACCOUNT</u>	0	1/23		
Total 50827533:						2,449.00	.00					
Total UNIVAR SOLUTIONS USA, INC.:						2,449.00	.00					
USA BLUE BOOK												
265	USA BLUE BOOK	220379	14957	<u>PLANT PRO FILTERS FOR THE LAB, M. WEBB, JAN. '23</u>	01/03/2023	146.10	.00	<u>21-6152 M & R - LABORATORY COSTS</u>	0	1/23		
Total 220379:						146.10	.00					
265	USA BLUE BOOK	221057	14957	<u>LAB TESTING EQUIPMENT, M. WEBB, JAN. '23</u>	01/03/2023	353.12	.00	<u>21-6152 M & R - LABORATORY COSTS</u>	0	1/23		

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265	USA BLUE BOOK	221057	14957	<u>FACEMASKS FOR SEWER DEPT. M. WEBB, JAN. '23</u>	01/03/2023	33.70	.00	<u>21-6230 SAFETY TRAINING & EQUIPMENT</u>	0	1/23		
Total 221057:						386.82	.00					
265	USA BLUE BOOK	224302	14976	<u>5 PAIR X/L FULL ARM NITRO GLOVES FOR SEWER DEPT. D. CROSSLEY, JAN'23</u>	01/05/2023	110.25	.00	<u>21-6230 SAFETY TRAINING & EQUIPMENT</u>	0	1/23		
Total 224302:						110.25	.00					
265	USA BLUE BOOK	224547	14976	<u>ONE SET X/L DOUBLE COATED NITRILE LIQUID PROOF KNIT LINER GLOVES FOR SEWER PLANT. D. CROSSLEY, JAN'23</u>	01/05/2023	20.88	.00	<u>21-6230 SAFETY TRAINING & EQUIPMENT</u>	0	1/23		
Total 224547:						20.88	.00					
265	USA BLUE BOOK	224565	14980	<u>DISPOSABLE WEIGH DISHES FOR LAB. D. CROSSLEY, JAN. '23</u>	01/05/2023	36.06	.00	<u>21-6152 M & R - LABORATORY COSTS</u>	0	1/23		
Total 224565:						36.06	.00					
265	USA BLUE BOOK	226034	14976	<u>5 PAIR LARGE FULL ARM NITRO GLOVES FOR SEWER DEPT. D. CROSSLEY, JAN'23</u>	01/06/2023	110.25	.00	<u>21-6230 SAFETY TRAINING & EQUIPMENT</u>	0	1/23		
Total 226034:						110.25	.00					
265	USA BLUE BOOK	229224	15002	<u>2 PAIR LARGE FULL ARM NITRILE GLOVES WITH KNIT LINER FOR SEWER DEPARTMENT. D. CROSSLEY, JAN. '22</u>	01/10/2023	59.80	.00	<u>21-6230 SAFETY TRAINING & EQUIPMENT</u>	0	1/23		
Total 229224:						59.80	.00					

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Total USA BLUE BOOK:						870.16	.00					
UTILITY REFUND - #15												
2166	UTILITY REFUND - #15	10560.01		<u>WADE A GIBBONS, 361 N LINDER AVE, UTILITY REFUND</u>	01/24/2023	51.95	.00	<u>20-4500 METERED WATER SALES</u>	0	1/23		
2166	UTILITY REFUND - #15	10560.01		<u>WADE A GIBBONS, 361 N LINDER AVE, UTILITY REFUND</u>	01/24/2023	38.11	.00	<u>21-4600 SEWER USER FEES</u>	0	1/23		
2166	UTILITY REFUND - #15	10560.01		<u>WADE A GIBBONS, 361 N LINDER AVE, UTILITY REFUND</u>	01/24/2023	26.38	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	1/23		
Total 10560.01:						116.44	.00					
2166	UTILITY REFUND - #15	180120.03		<u>GARY A SEAMON, 1268 N EL CAMINO AVE, UTILITY REFUND</u>	01/24/2023	91.39	.00	<u>20-4500 METERED WATER SALES</u>	0	1/23		
2166	UTILITY REFUND - #15	180120.03		<u>GARY A SEAMON, 1268 N EL CAMINO AVE, UTILITY REFUND</u>	01/24/2023	99.65	.00	<u>21-4600 SEWER USER FEES</u>	0	1/23		
2166	UTILITY REFUND - #15	180120.03		<u>GARY A SEAMON, 1268 N EL CAMINO AVE, UTILITY REFUND</u>	01/24/2023	87.64	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	1/23		
Total 180120.03:						278.68	.00					
2166	UTILITY REFUND - #15	201625.01		<u>KIMBERLY LATTIMER, 165 E NORTHRIDGE CT, UTILITY REFUND</u>	01/19/2023	6.50	.00	<u>20-4500 METERED WATER SALES</u>	0	1/23		
2166	UTILITY REFUND - #15	201625.01		<u>KIMBERLY LATTIMER, 165 E NORTHRIDGE CT, UTILITY REFUND</u>	01/19/2023	8.59	.00	<u>21-4600 SEWER USER FEES</u>	0	1/23		
2166	UTILITY REFUND - #15	201625.01		<u>KIMBERLY LATTIMER, 165 E NORTHRIDGE CT, UTILITY REFUND</u>	01/19/2023	6.41	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	1/23		
Total 201625.01:						21.50	.00					
2166	UTILITY REFUND - #15	242060.00		<u>STERLING HOMES, 1895 E MARISOL ST, UTILITY REFUND</u>	01/09/2023	80.12	.00	<u>20-4500 METERED WATER SALES</u>	0	1/23		

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2166	UTILITY REFUND - #15	242060.00		<u>STERLING HOMES, 1895 E MARISOL ST, UTILITY REFUND</u>	01/09/2023	72.45	.00	<u>21-4600 SEWER USER FEES</u>	0	1/23		
Total 242060.00:						152.57	.00					
2166	UTILITY REFUND - #15	242090.00		<u>TRESIDIO HOMES, 2171 E THEA DR, UTILITY REFUND</u>	01/09/2023	110.33	.00	<u>20-4500 METERED WATER SALES</u>	0	1/23		
2166	UTILITY REFUND - #15	242090.00		<u>TRESIDIO HOMES, 2171 E THEA DR, UTILITY REFUND</u>	01/09/2023	35.37	.00	<u>21-4600 SEWER USER FEES</u>	0	1/23		
Total 242090.00:						145.70	.00					
2166	UTILITY REFUND - #15	250525.04		<u>SPENCER NAIR, 971 S RULER AVE, UTILITY REFUND</u>	01/24/2023	95.22	.00	<u>20-4500 METERED WATER SALES</u>	0	1/23		
2166	UTILITY REFUND - #15	250525.04		<u>SPENCER NAIR, 971 S RULER AVE, UTILITY REFUND</u>	01/24/2023	99.68	.00	<u>21-4600 SEWER USER FEES</u>	0	1/23		
2166	UTILITY REFUND - #15	250525.04		<u>SPENCER NAIR, 971 S RULER AVE, UTILITY REFUND</u>	01/24/2023	79.11	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	1/23		
Total 250525.04:						274.01	.00					
2166	UTILITY REFUND - #15	261518.00		<u>CBH, 3000 W DARK SKY ST, UTILITY REFUND</u>	01/09/2023	103.65	.00	<u>20-4500 METERED WATER SALES</u>	0	1/23		
2166	UTILITY REFUND - #15	261518.00		<u>CBH, 3000 W DARK SKY ST, UTILITY REFUND</u>	01/09/2023	36.18	.00	<u>21-4600 SEWER USER FEES</u>	0	1/23		
Total 261518.00:						139.83	.00					
2166	UTILITY REFUND - #15	265005.02		<u>ROBERT E IRISH, 2335 N OLD LACE AVE, UTILITY REFUND</u>	01/19/2023	29.91	.00	<u>20-4500 METERED WATER SALES</u>	0	1/23		
2166	UTILITY REFUND - #15	265005.02		<u>ROBERT E IRISH, 2335 N OLD LACE AVE, UTILITY REFUND</u>	01/19/2023	36.39	.00	<u>21-4600 SEWER USER FEES</u>	0	1/23		
2166	UTILITY REFUND - #15	265005.02		<u>ROBERT E IRISH, 2335 N OLD LACE AVE, UTILITY REFUND</u>	01/19/2023	27.14	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	1/23		

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Total 265005.02:						93.44	.00					
2166	UTILITY REFUND - #15	277608.00		<u>CBH, 708 W WOLF WILLOW ST, UTILITY REFUND</u>	01/09/2023	103.67	.00	<u>20-4500 METERED WATER SALES</u>	0	1/23		
2166	UTILITY REFUND - #15	277608.00		<u>CBH, 708 W WOLF WILLOW ST, UTILITY REFUND</u>	01/09/2023	36.16	.00	<u>21-4600 SEWER USER FEES</u>	0	1/23		
Total 277608.00:						139.83	.00					
2166	UTILITY REFUND - #15	280760.02		<u>JACK L ARNOLD, 2575 N MORNING SUN AVE, UTILITY REFUND</u>	01/20/2023	34.92	.00	<u>20-4500 METERED WATER SALES</u>	0	1/23		
2166	UTILITY REFUND - #15	280760.02		<u>JACK L ARNOLD, 2575 N MORNING SUN AVE, UTILITY REFUND</u>	01/20/2023	41.29	.00	<u>21-4600 SEWER USER FEES</u>	0	1/23		
2166	UTILITY REFUND - #15	280760.02		<u>JACK L ARNOLD, 2575 N MORNING SUN AVE, UTILITY REFUND</u>	01/20/2023	25.49	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	1/23		
Total 280760.02:						101.70	.00					
2166	UTILITY REFUND - #15	281555.00		<u>HARDING HOMES, 2179 N SUNSET FARMS, UTILITY REFUND</u>	01/19/2023	143.55	.00	<u>20-4500 METERED WATER SALES</u>	0	1/23		
Total 281555.00:						143.55	.00					
2166	UTILITY REFUND - #15	282027.01		<u>MICHAEL E MICALI, 1463 W NANNYBERRY ST, UTILITY REFUND</u>	01/11/2023	28.72	.00	<u>20-4500 METERED WATER SALES</u>	0	1/23		
2166	UTILITY REFUND - #15	282027.01		<u>MICHAEL E MICALI, 1463 W NANNYBERRY ST, UTILITY REFUND</u>	01/11/2023	35.40	.00	<u>21-4600 SEWER USER FEES</u>	0	1/23		
2166	UTILITY REFUND - #15	282027.01		<u>MICHAEL E MICALI, 1463 W NANNYBERRY ST, UTILITY REFUND</u>	01/11/2023	24.39	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	1/23		

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Total 282027.01:						88.51	.00					
2166	UTILITY REFUND - #15	292169.00		<u>CBH, 8643 S FORAKER WAY, UTILITY REFUND</u>	01/09/2023	116.17	.00	<u>20-4500 METERED WATER SALES</u>	0	1/23		
2166	UTILITY REFUND - #15	292169.00		<u>CBH, 8643 S FORAKER WAY, UTILITY REFUND</u>	01/09/2023	48.58	.00	<u>21-4600 SEWER USER FEES</u>	0	1/23		
Total 292169.00:						164.75	.00					
2166	UTILITY REFUND - #15	32020.03		<u>LEO MARSHALL, 1164 W ASHWOOD CT, UTILITY REFUND</u>	01/19/2023	105.10	.00	<u>20-4500 METERED WATER SALES</u>	0	1/23		
2166	UTILITY REFUND - #15	32020.03		<u>LEO MARSHALL, 1164 W ASHWOOD CT, UTILITY REFUND</u>	01/19/2023	140.75	.00	<u>21-4600 SEWER USER FEES</u>	0	1/23		
2166	UTILITY REFUND - #15	32020.03		<u>LEO MARSHALL, 1164 W ASHWOOD CT, UTILITY REFUND</u>	01/19/2023	68.73	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	1/23		
Total 32020.03:						314.58	.00					
2166	UTILITY REFUND - #15	320227.00		<u>HAYDEN HOMES, 1035 N RYDE AVE, UTILITY REFUND</u>	01/09/2023	73.17	.00	<u>20-4500 METERED WATER SALES</u>	0	1/23		
2166	UTILITY REFUND - #15	320227.00		<u>HAYDEN HOMES, 1035 N RYDE AVE, UTILITY REFUND</u>	01/09/2023	3.17	.00	<u>21-4600 SEWER USER FEES</u>	0	1/23		
Total 320227.00:						76.34	.00					
2166	UTILITY REFUND - #15	330006.00		<u>TOLL BROS INC, 1097 E WHITETAIL CT, UTILITY REFUND</u>	01/09/2023	156.56	.00	<u>20-4500 METERED WATER SALES</u>	0	1/23		
2166	UTILITY REFUND - #15	330006.00		<u>TOLL BROS INC, 1097 E WHITETAIL CT, UTILITY REFUND</u>	01/09/2023	91.79	.00	<u>21-4600 SEWER USER FEES</u>	0	1/23		

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Total 330006.00:						248.35	.00					
2166	UTILITY REFUND - #15	360011.00		<u>SHALC GC INC. 11892 W WELLNESS LN. UTILITY REFUND</u>	01/09/2023	82.08	.00	<u>20-4500 METERED WATER SALES</u>	0	1/23		
2166	UTILITY REFUND - #15	360011.00		<u>SHALC GC INC. 11892 W WELLNESS LN. UTILITY REFUND</u>	01/09/2023	46.25	.00	<u>21-4600 SEWER USER FEES</u>	0	1/23		
Total 360011.00:						128.33	.00					
2166	UTILITY REFUND - #15	360013.00		<u>SHALC GC INC. 11860 W WELLNESS LN. UTILITY REFUND</u>	01/09/2023	77.78	.00	<u>20-4500 METERED WATER SALES</u>	0	1/23		
2166	UTILITY REFUND - #15	360013.00		<u>SHALC GC INC. 11860 W WELLNESS LN. UTILITY REFUND</u>	01/09/2023	43.59	.00	<u>21-4600 SEWER USER FEES</u>	0	1/23		
Total 360013.00:						121.37	.00					
2166	UTILITY REFUND - #15	360015.00		<u>SHALC GC INC. 12019 S COURAGE LN. UTILITY REFUND</u>	01/09/2023	71.68	.00	<u>20-4500 METERED WATER SALES</u>	0	1/23		
2166	UTILITY REFUND - #15	360015.00		<u>SHALC GC INC. 12019 S COURAGE LN. UTILITY REFUND</u>	01/09/2023	30.93	.00	<u>21-4600 SEWER USER FEES</u>	0	1/23		
Total 360015.00:						102.61	.00					
2166	UTILITY REFUND - #15	360025.00		<u>SHALC GC INC. 11929 W BRAVERY LN. UTILITY REFUND</u>	01/09/2023	78.25	.00	<u>20-4500 METERED WATER SALES</u>	0	1/23		
2166	UTILITY REFUND - #15	360025.00		<u>SHALC GC INC. 11929 W BRAVERY LN. UTILITY REFUND</u>	01/09/2023	44.56	.00	<u>21-4600 SEWER USER FEES</u>	0	1/23		
Total 360025.00:						122.81	.00					

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2166	UTILITY REFUND - #15	360030.00		<u>SHEA HOMES, 12009 W BRAVERY LN, UTILITY REFUND</u>	01/09/2023	77.64	.00	<u>20-4500 METERED WATER SALES</u>	0	1/23		
2166	UTILITY REFUND - #15	360030.00		<u>SHEA HOMES, 12009 W BRAVERY LN, UTILITY REFUND</u>	01/09/2023	43.29	.00	<u>21-4600 SEWER USER FEES</u>	0	1/23		
Total 360030.00:						120.93	.00					
2166	UTILITY REFUND - #15	50150.02		<u>ALANA EYOLFSON, 139 W 4TH ST, UTILITY REFUND</u>	01/19/2023	30.85	.00	<u>20-4500 METERED WATER SALES</u>	0	1/23		
2166	UTILITY REFUND - #15	50150.02		<u>ALANA EYOLFSON, 139 W 4TH ST, UTILITY REFUND</u>	01/19/2023	38.29	.00	<u>21-4600 SEWER USER FEES</u>	0	1/23		
2166	UTILITY REFUND - #15	50150.02		<u>ALANA EYOLFSON, 139 W 4TH ST, UTILITY REFUND</u>	01/19/2023	24.17	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	1/23		
Total 50150.02:						93.31	.00					
2166	UTILITY REFUND - #15	90620.02		<u>BEN DENZER, 1027 N MINER AVE, UTILITY REFUND</u>	01/11/2023	37.92	.00	<u>20-4500 METERED WATER SALES</u>	0	1/23		
2166	UTILITY REFUND - #15	90620.02		<u>BEN DENZER, 1027 N MINER AVE, UTILITY REFUND</u>	01/11/2023	50.70	.00	<u>21-4600 SEWER USER FEES</u>	0	1/23		
2166	UTILITY REFUND - #15	90620.02		<u>BEN DENZER, 1027 N MINER AVE, UTILITY REFUND</u>	01/11/2023	35.47	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	1/23		
Total 90620.02:						124.09	.00					
Total UTILITY REFUND - #15:						3,313.23	.00					
VALLI INFORMATION SYSTEMS, INC												
857	VALLI INFORMATION SYSTEMS, INC	86003		<u>STATEMENT PRINTING, POSTAGE AND INSERTS, DEC. '22- ADMIN</u>	12/31/2022	2,912.22	2,912.22	<u>01-6190 POSTAGE & BILLING</u>	0	1/23	01/13/2023	
857	VALLI INFORMATION SYSTEMS, INC	86003		<u>STATEMENT PRINTING, POSTAGE AND INSERTS, DEC. '22- WATER</u>	12/31/2022	1,992.57	1,992.57	<u>20-6190 POSTAGE & BILLING</u>	0	1/23	01/13/2023	

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
857	VALLI INFORMATION SYSTEMS, INC	86003		STATEMENT PRINTING, POSTAGE AND INSERTS, DEC. '22- SEWER	12/31/2022	1,992.57	1,992.57	21-6190 POSTAGE & BILLING	0	1/23	01/13/2023	
857	VALLI INFORMATION SYSTEMS, INC	86003		STATEMENT PRINTING, POSTAGE AND INSERTS, DEC. '22- P.I	12/31/2022	766.37	766.37	25-6190 POSTAGE & BILLING	0	1/23	01/13/2023	
857	VALLI INFORMATION SYSTEMS, INC	86003		LOCK BOX TRANSACTIONS FOR DEC. '22- ADMIN	12/31/2022	55.10	55.10	01-6505 BANK FEES	0	1/23	01/13/2023	
857	VALLI INFORMATION SYSTEMS, INC	86003		LOCK BOX TRANSACTIONS FOR DEC. '22- WATER	12/31/2022	37.70	37.70	20-6505 BANK FEES	0	1/23	01/13/2023	
857	VALLI INFORMATION SYSTEMS, INC	86003		LOCK BOX TRANSACTIONS FOR DEC. '22- SEWER	12/31/2022	37.70	37.70	21-6505 BANK FEES	0	1/23	01/13/2023	
857	VALLI INFORMATION SYSTEMS, INC	86003		LOCK BOX TRANSACTIONS FOR DEC. '22- P.I	12/31/2022	14.50	14.50	25-6505 BANK FEES	0	1/23	01/13/2023	
Total 86003:						7,808.73	7,808.73					
Total VALLI INFORMATION SYSTEMS, INC:						7,808.73	7,808.73					
VERIZON WIRELESS												
1575	VERIZON WIRELESS	9924250309		TABLET SERVICES 12/02/22-01/01/23 - ADMIN	01/01/2023	20.75	.00	01-6255 TELEPHONE	0	1/23		
1575	VERIZON WIRELESS	9924250309		TABLET SERVICES 12/02/22-01/01/23 - P&Z	01/01/2023	66.40	.00	01-6255 TELEPHONE	1003	1/23		
1575	VERIZON WIRELESS	9924250309		TABLET SERVICES 12/02/22-01/01/23 - PARKS	01/01/2023	25.73	.00	01-6255 TELEPHONE	1004	1/23		
1575	VERIZON WIRELESS	9924250309		TABLET SERVICES 12/02/22-01/01/23 - BUILDING INSPECTION	01/01/2023	51.46	.00	01-6255 TELEPHONE	1005	1/23		
1575	VERIZON WIRELESS	9924250309		TABLET SERVICES 12/02/22-01/01/23 - WATER	01/01/2023	83.33	.00	20-6255 TELEPHONE EXPENSE	0	1/23		
1575	VERIZON WIRELESS	9924250309		TABLET SERVICES 12/02/22-01/01/23 - SEWER	01/01/2023	109.89	.00	21-6255 TELEPHONE EXPENSE	0	1/23		

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				<u>DESK KIT & CABINET, J. EDINGER, JAN. '23</u>	01/19/2023	18,848.93	18,848.93	01-6045 <u>CONTINGENCY</u>	1319	1/23	01/20/2023	
Total 82204555:						18,848.93	18,848.93					
Total WEBSTAIRANT STORE LLC:						18,848.93	18,848.93					
WESTERN STATES EQUIPMENT CO.												
98	WESTERN STATES EQUIPMENT CO.	IN002252699		<u>GENERATOR REPAIR AT NEW YORK LIFT STATION, DEC.'22</u>	12/28/2022	288.60	288.60	21-6150 M & R - <u>SYSTEM</u>	0	1/23	01/27/2023	
Total IN002252699:						288.60	288.60					
Total WESTERN STATES EQUIPMENT CO.:						288.60	288.60					
WHITE, PETERSON, GIGRAY, & NICHOLS P.A.												
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	12312022WPG		<u>LEGAL SERVICES FOR 12/31/2022-ADMIN</u>	12/31/2022	7,682.63	7,682.63	01-6202 <u>PROFESSIONAL SERVICES</u>	0	1/23	01/20/2023	
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	12312022WPG		<u>LEGAL SERVICES FOR 12/31/2022-P&Z</u>	12/31/2022	2,364.25	2,364.25	01-6202 <u>PROFESSIONAL SERVICES</u>	1003	1/23	01/20/2023	
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	12312022WPG		<u>LEGAL SERVICES FOR 12/31/2022-SEWER</u>	12/31/2022	90.00	90.00	21-6202 <u>PROFESSIONAL SERVICES</u>	0	1/23	01/20/2023	
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	12312022WPG		<u>LEGAL SERVICES FOR 12/31/2022-PROJECT PEREGRINE</u>	12/31/2022	323.50	323.50	01-6202 <u>PROFESSIONAL SERVICES</u>	0	1/23	01/20/2023	
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	12312022WPG		<u>LEGAL SERVICES FOR 12/31/2022-PI</u>	12/31/2022	540.00	540.00	25-6202 <u>PROFESSIONAL SERVICES</u>	0	1/23	01/20/2023	
Total 12312022WPGN:						11,000.38	11,000.38					
Total WHITE, PETERSON, GIGRAY, & NICHOLS P.A.:						11,000.38	11,000.38					

WIRELESS INVESTORS LLC

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2181	WIRELESS INVESTORS LLC	5514	14998	CRADLE POINT FOR CAMERA & DOOR ACCESS @ CRIMSON POINT LIFT STATION, B.WITHROW, JAN '22	01/10/2023	628.12	.00	21-6166_PP&E PURCHASES - OPERATIONS	0	1/23		
Total 5514:						628.12	.00					
Total WIRELESS INVESTORS LLC:						628.12	.00					
XYLEM WATER SOLUTIONS U.S.A., INC.												
1623	XYLEM WATER SOLUTIONS U.S.A., INC.	3556C56448	13797	48 REPLACEMENT BULBS AND 12 BALLASTS FOR THE UV SYSTEM, T. SHAFFER, JUNE '22	01/09/2023	20,818.00	.00	21-6150 M & R - SYSTEM	0	1/23		
Total 3556C56448:						20,818.00	.00					
Total XYLEM WATER SOLUTIONS U.S.A., INC.:						20,818.00	.00					
Grand Totals:						834,977.55	670,872.84					

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Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

City of Kuna 2023 Prioritization Requests

2023 Priority Ranking	2021 Rank	Agency Project Name	Agency Project Description	ACHD Update	ACHD Implementation Project Name
Roads & Intersections					
1	34	SH-69 and Kuna Rd	Design a Reconfiguration of the SH69 curve to extend SH69 further south via overpass and construct a signalized intersection at SH69 and Kuna Road.	NEW REQUEST. To be evaluated and prioritized for possible inclusion into future IFYWP updates.	SH69 (Meridian Rd) and Kuna Rd
2	2	Swan Falls Pedestrian Overpass (Swan Falls Rd and Shortline St)	Install a new pedestrian bridge over Indian Creek and Union Pacific Railroad on Swan Falls Rd in accordance with the Kuna Crossing Feasibility and Implementation Plan.	Included in ACHD's Master Street Map. Project to occur in accordance with the Kuna Crossing and Feasible and Implementation Plan.	Swan Falls Railroad Overpass
3	3	Deer Flat Rd, Linder Rd to Hwy 69	Design and construct Deer Flat Rd to 5 lanes with curb, gutter, sidewalk between Linder Rd and Hwy 69. Construct a second left turn lane onto Hwy 69.	Defer. Operating at a LOS D or better. Reevaluate as conditions change.	Deer Flat Rd, Linder Rd / SH 69 (Meridian Rd)
4	29	Kuna Mora Rd / Cole Rd	Improve Kuna Mora Rd and Cole Rd intersection to allow a left turn lane. Determine if a signal is warranted due to traffic flow at the intersection.	Defer. Operating at a LOS D or better. Not a 2020 CIP project.	Kuna Mora Rd and Cole Rd
5	30	Kuna Rd / S Cloverdale Rd	Determine if a signal is warranted due to traffic flow at the intersection. Design and construct a wider intersection, turn lanes, and street lights.	Defer. Operating at a LOS D or better.	Kuna Rd and Cloverdale Rd
6	24	Avalon St/Bridge Ave, Ten Mile/Main St	Widen Avalon St and Bridge Ave to 3 lanes with curb, gutter, sidewalk, and bike lanes in accordance with the Master Street Map and Planned Arterial Network.	NEW REQUEST. To be evaluated and prioritized for possible inclusion into future IFYWP updates.	Avalon St/ Bridge Ave, School Ave / Avenue D
7	25	Bridge Ave, Avalon St and Shortline St	Add roundabout to the Bridge Ave, Avalon St and Shortline St intersection, including curb, gutter and sidewalk as per the Master Street Map	NEW REQUEST. To be evaluated and prioritized for possible inclusion into future IFYWP updates.	Avalon St/Bridge Ave and Shortline St
8	31	Kuna Mora Rd, Cloverdale Rd/ Cole Rd	Widen Kuna Mora Rd to 5/7 lanes with curb, gutter, sidewalk, and bike lanes in accordance with the Master Street Map. Intersection improvements to effectively handle freight trucks (GVW of 80,000 lbs or less)	Defer. Operating at LOS D or better. Not a 2016 CIP Project.	Kuna Mora Rd, Cloverdale Rd / Cole Rd
9	32	Kuna Mora Rd	Improve Kuna Mora Rd where it currently curves around a canal bank, making the road easier to move truck traffic and enable travel from the Blacks Creek. Exit through to Canyon County.	To be evaluated and prioritized for possible inclusion into future IFYWP updates.	Kuna Mora Realignment at Eagle Road
10	9	Ten Mile Rd, Lake Hazel Rd / Amity Rd	Widen Ten Mile Rd to 5 lanes with curb, gutter, sidewalk, and bike lanes in accordance with the Master Street Map and Planned Arterial Network.	NEW REQUEST. Defer. Operating at a LOS D or better. Reevaluate as conditions change.	Ten Mile Rd, Lake Hazel Rd / Amity Rd
11	10	Ten Mile Rd, 4th Street/ Deer Flat Rd	Widen Ten Mile Rd to 5 lanes with curb, gutter, sidewalk, and bike lanes in accordance with the Master Street Map and Planned Arterial Network.	NEW REQUEST. Defer. Operating at a LOS D or better. Reevaluate as conditions change.	Ten Mile Rd, 4th St / Deer Flat Rd
12	16	Linder Road and Columbia Road	Design and construct a wider intersection, turn lanes, street lights, curb, gutter and sidewalk as per the Master Street Map.	NEW REQUEST. Defer. Operating at a LOS D or better. Not a 2020 CIP project.	Linder Rd and Columbia Rd
13	13	Linder Rd, Deer Flat Rd/ Hubbard Rd	Widen Linder Rd to 5 lanes with curb, gutter, sidewalk, and bike lanes in accordance with the Master Street Map and Planned Arterial Network.	NEW REQUEST. Defer. Operating at a LOS D or better. Not a 2020 CIP project.	Linder Rd, Deer Flat / Hubbard Rd
14		Linder Rd/ Ardell Rd	Determine if an enhanced pedestrian crossing is warranted due to traffic flow at the intersection.		
15	14	Linder Road and Hubbard Rd	Determine if a signal is warranted due to traffic flow at the intersection and design/construct a wider intersection, turn lanes, and street lights - OR - add roundabout to the Linder Rd and Hubbard Rd intersection per ACHD's Master Street Map. Both including curb, gutter and sidewalk.	NEW REQUEST. Defer. Operating at a LOS D or better. Not a 2020 CIP project.	Linder Rd and Hubbard Rd
16	15	Linder Rd, Hubbard Rd/ Columbia Rd	Widen Linder Rd to 5 lanes with curb, gutter, sidewalk, and bike lanes in accordance with the Master Street Map and Planned Arterial Network.	NEW REQUEST. Defer. Operating at a LOS D or better. Not a 2020 CIP project.	Linder Rd, Hubbard Rd / Columbia Rd
17	17	Linder Rd, Columbia Rd/ Lake Hazel Rd	Widen Linder Rd to 5 lanes with curb, gutter, sidewalk, and bike lanes in accordance with the Master Street Map and Planned Arterial Network.	NEW REQUEST. Defer. Operating at a LOS D or better. Not a 2020 CIP project.	Linder Rd, Columbia Rd / Lake Hazel Rd
18	18	Linder Road and Lake Hazel Road	Determine if a signal is warranted due to traffic flow at the intersection and design/construct a wider intersection, turn lanes, and street lights - OR - add roundabout to the Linder Rd and Lake Hazel Rd intersection as per the Master Street Map. Both including curb, gutter and sidewalk.	NEW REQUEST. Defer. Operating at a LOS D or better. Reevaluate as conditions change.	Linder Rd and Lake Hazel Rd
19	19	Linder Rd, Lake Hazel Rd/Amity Rd	Widen Linder Rd to 5 lanes with curb, gutter, sidewalk, and bike lanes in accordance with the Master Street Map and Planned Arterial Network.	NEW REQUEST. Defer. Operating at a LOS D or better. Reevaluate as conditions change.	Linder Rd, Lake Hazle Rd / Amity Rd

20	20	Linder Road and Amity Rd	Determine if a signal is warranted due to traffic flow at the intersection and design/construct a wider intersection, turn lanes, and street lights - OR - add roundabout to the Linder Rd and Amity Rd intersection per ACHD's Master Street Map. Both including curb, gutter and sidewalk.	NEW REQUEST. Defer. Operating at a LOS D or better. Reevaluate as conditions change.	Linder Rd and Amity Rd
21	11	Ten Mile Rd, King Rd / Avalon St	Widen Ten Mile Rd to 5 lanes with curb, gutter, sidewalk, and bike lanes in accordance with the Master Street Map and Planned Arterial Network.	NEW REQUEST. Defer. Operating at a LOS D or better. Reevaluate as conditions change.	Ten Mile Rd, King Rd / Avalon St
22	12	Ten Mile Rd and King Road	Determine if a signal is warranted due to traffic flow at the intersection and design/construct a wider intersection, turn lanes, and street lights - OR - add roundabout to the Ten Mile Rd and King Road intersection per ACHD's Master Street Map. Both including curb, gutter and sidewalk.	NEW REQUEST. Defer. Operating at a LOS D or better. Not a 2020 CIP project.	Ten Mile Rd and King Rd
23	21	Deer Flat Rd and Kay St	Install a roundabout with pedestrian and appropriate ADA pedestrian crossings to address continued traffic flow. Or determine if a signal is warranted due to traffic flow at the intersection and design/construct a wider intersection with Signal. Add a left turn lane from Kay onto Deer Flat.	To be evaluated and prioritized for possible inclusion into future IFYWP updates.	Deer Flat Rd and Kay St
24	22	Linder Rd / Avalon Rd/ Swan Falls Rd	Construct a multi-lane roundabout at intersection per Downtown Corridor Plan (Table 18, 1-2)	To be evaluated and prioritized for possible inclusion into future IFYWP updates.	Linder Rd, Avalon Rd / Swan Falls Rd
25	23	Hubbard and Locust Grove	Determine if a signal is warranted due to traffic flow at the intersection and design/construct a wider intersection, turn lanes, and street lights - OR - add roundabout to the Hubbard Rd and Locust Grove intersection per ACHD's Master Street Map. Both including curb, gutter and sidewalk.	NEW REQUEST. Defer. Operating at a LOS D or better. Reevaluate as conditions change.	Locust Grove Rd and Hubbard Rd
26	26	Kuna Rd, Black Cat Rd/Ten Mile	Widen Kuna Rd to 3 lanes with curb, gutter, sidewalk, and bike lanes in accordance with the Master Street Map and Planned Arterial Network.	NEW REQUEST. Defer. Operating at a LOS D or better. Not a 2020 CIP project.	Kuna Rd, Black Cat Rd / Ten Mile Rd
27	27	Ten Mile Rd and Avalon St	Determine if a signal is warranted due to traffic flow at the intersection and design/construct a wider intersection, turn lanes, and street lights - OR - add roundabout to the Ten Mile Rd and Avalon St intersection per ACHD's Master Street Map. Both including curb, gutter and sidewalk.	NEW REQUEST. Defer. Operating at a LOS D or better. Not a 2020 CIP project.	Ten Mile Rd and Avalon St
28	28	Black Cat Rd and Kuna Rd	Determine if a signal is warranted due to traffic flow at the intersection and design/construct a wider intersection, turn lanes, and street lights - OR - add roundabout to the Black Cat Rd and Kuna Rd intersection per ACHD's Master Street Map. Both including curb, gutter and sidewalk.	NEW REQUEST. Defer. Operating at a LOS D or better. Not a 2020 CIP project.	Black Cat Rd and Kuna Rd
29	33	Kuna Rd / S Eagle Rd	Construct wider intersection, turn lanes, and determine if a signal is necessary for traffic flow.	Defer. Operating at LOS D or better. Not a 2020 CIP Project.	Eagle Rd and Kuna Rd
Community Programs					
1	4	Deer Flat Rd, Kay St / SH 69 (Meridian Rd)	Install sidewalk on the south side of Deer Flat Rd from Kay St to SH 69 (Meridian Rd).	To be evaluated and prioritized for possible inclusion into future IFYWP updates.	Deer Flat Rd, Linder Rd / SH 69 (Meridian Rd)
2	10	Linder Rd., Deer Flat Rd./Lake Hazel Rd	Bike lane to provide safe area for students going between the existing high school and the tech high school for classes.	To be evaluated and prioritized for possible inclusion into future IFYWP updates.	Linder Rd, Deer Flat Rd / Lake Hazel Rd
3	11	Ave C, 2nd St / Main St	Construct curb, gutter, and sidewalk on both sides of Ave C, between 2nd St and Main St in accordance with the Kuna Downtown Corridor Plan.	Project programmed to be designed in 2025.	Kuna Improvements B: Avenue C, 02nd St / Main St
4	12	E 3rd St, Linder Rd/Orchard Ave	Construct curb, gutter, and sidewalk on both or either side of E 3rd St from Linder Rd to Orchard Ave.	To be evaluated and prioritized for possible inclusion into future IFYWP updates.	Kuna Improvements B: 02nd St, Linder Rd / Orchard Ave
5	13	E 2nd St, Linder Rd/Orchard Ave	Construct curb, gutter, and sidewalk on both or either side of E 2nd St from Linder Rd to Orchard Ave.	To be evaluated and prioritized for possible inclusion into future IFYWP updates.	Kuna Improvements B: 02nd St, Linder Rd / Orchard Ave
6	15	Ten Mile, King Rd/Kuna Mora Rd	Expand the shoulder and install Bike facilities, temporary or permanent, along Ten Mile Rd from King Rd to Kuna Mora Rd	NEW REQUEST. To be evaluated and prioritized for possible inclusion into future IFYWP updates.	Ten Mile Rd Bike Facilities, King Rd / Kuna Mora Rd
7	17	4th St, School St/ Linder Ave	Concept design to revitalize evaluate infrastructure, pedestrian, bicycle, lighting and utility improvements.	ACHD to support a city-led effort.	4th St, School St / Linder Ave
8	18	2nd St, Ave D / Avalon St	Install bike lanes in accordance with the Kuna Downtown Corridor Plan.	Current low traffic volumes make striping a bike lane not appropriate at this time. ACHD to reevaluate as conditions change in the area.	02nd St, Ave D / Avalon St
9	19	Ten Mile Rd/ Initial Point High School	Enhance lighting at the entrance off school on Ten Mile Road.	NEW REQUEST. To be evaluated and prioritized for possible inclusion into future IFYWP updates.	Ten Mile Rd and Initial Point High School

City of Kuna 2021 Prioritization Requests - Programmed/Complete

Updates include adopted FY2022-2026 IFYWP. Programming status is subject to change.

2021 Priority Ranking	Agency Project Name	Agency Project Description	Current IFYWP Programming Status			ACHD Response	ACHD Implementation Project Name
			Design YR	ROW YR	Construction YR		
Roads & Intersections							
1	SH 69 (Avalon Rd) and Kay St	Install a signal and a pedestrian crossing at the intersection of SH69 and Kay St.	2025	2026	Future	Project programmed to be designed in 2025.	Kuna Improvements B: Avalon St and Kay St
1	Ten Mile Rd and Deer Flat Rd	Install an expandable single-lane roundabout in accordance with the Ten Mile Corridor Intersection Analysis and the 2016 CIP.	2022	2023	2026	Project programmed to be constructed in 2026.	Ten Mile Corridor A: Ten Mile Rd and Deer Flat Rd
2	Ten Mile Rd and Lake Hazel Rd	Widen intersection to 3/4 lanes on Ten Mile and 3/4 lanes on Lake Hazel in accordance with the 2016 CIP. (City request for a roundabout will be evaluated during the design phase of this project.)	2022	2023-2024	Future	Project programmed to be designed in 2022.	Ten Mile Corridor A: Ten Mile Rd and Lake Hazel Rd
4	Ten Mile Rd and Columbia Rd	Install a single-lane expandable roundabout in accordance with the Ten Mile Corridor Intersection Analysis.	2025	2026	Future	Project programmed to be designed in 2025.	Ten Mile Corridor B: Ten Mile Rd and Columbia Rd
5	Ten Mile Rd, Hubbard Rd / Columbia Rd	Widen Ten Mile Rd to 5 lanes with curb, gutter, sidewalk, and bike lanes in accordance with the Master Street Map and Planned Arterial Network.	2026	Future	Future	Project programmed to be designed in 2026.	Ten Mile Corridor C: Ten Mile Rd, Hubbard Rd / Columbia Rd
6	Ten Mile Rd, Deer Flat Rd / Hubbard Rd	Widen Ten Mile Rd to 5 lanes with curb, gutter, sidewalk, and bike lanes in accordance with the Master Street Map and Planned Arterial Network.	2026	Future	Future	Project programmed to be designed in 2026.	Ten Mile Corridor C: Ten Mile Rd, Deer Flat Rd / Hubbard Rd
7	Ten Mile Rd and Hubbard Rd	Widen or add roundabout to the Ten Mile Rd and Hubbard Rd intersection, including curb, gutter and sidewalk as per the 2020 CIP.	2024-2025	2026	Future	Project programmed to be designed in 2024-2025.	Ten Mile Corridor B: Ten Mile Rd and Hubbard Rd
8	Ten Mile Rd, Columbia Rd / Lake Hazel Rd	Widen Ten Mile Rd to 5 lanes with curb, gutter, sidewalk, and bike lanes in accordance with the Master Street Map and Planned Arterial Network.	Future	Future	Future	Project programmed to be constructed in the Future.	Ten Mile Corridor D: Ten Mile Rd, Columbia Rd / Lake Hazel Rd
24	Avalon St/Bridge Ave, Ten Mile/Main St	Widen Avalon St and Bridge Ave to 3 lanes with curb, gutter, sidewalk, and bike lanes in accordance with the Master Street Map and Planned Arterial Network.	2025	2026	Future	Project programmed for design in 2025. Can evaluate road widening as part of this project.	Kuna Improvements B - Avalon St, Ten Mile Rd / School Ave
Community Programs							
1	Deer Flat Rd and School St Pedestrian Crossing	Install an enhanced pedestrian crossing on Deer Flat Rd at School St.	2019	2019	2020-2021	COMPLETE	Deer Flat Rd and School Ave Pedestrian Crossing
1	Swan Falls Rd and Indian Creek Pathway Pedestrian Crossing	Install an enhanced pedestrian crossing on Swan Falls Rd at the Indian Creek Pathway.	2024	2025	Future	Project programmed to be designed in 2024.	Kuna Improvements A: Swan Falls Rd and Indian Creek Pedestrian Crossing
2	Kuna Middle School Zone	Install flashing school zone beacons near Kuna Middle School.	2021	2021	2022	Project programmed to be constructed in 2022.	Kuna Middle School Zone, Ten Mile Ave and Boise St
2	Linder Ave/Avalon St, 2nd St/ Orchard St	Install an interim asphalt pathway with extruded curb on the north side of Linder Ave/Avalon St within existing right-of-way. Includes an enhanced pedestrian crossing (rectangular rapid flashing beacon) and curb ramps on Avalon St at Orchard (west side).	2024	2025	Future	Project programmed to be designed in 2024.	Linder Ave, Swan Falls Rd / 02nd St; Avalon St, Swan Falls Rd / Orchard Ave
3	Avalon St, Ten Mile Rd / School Ave	Install an interim asphalt pathway on the along the Southside of Avalon within existing right-of-way from Ten Mile Rd to School Ave. to cover sidewalk gaps until permanent improvements can be constructed.	2025	2026	Future	Project programmed to be designed in 2025.	Kuna Improvements B: Avalon St, Ten Mile Rd / School Ave
3	Ave D, Main St/ 4th St	Construct curb, gutter, and sidewalk on both sides of Ave D, between Main St and 4th St in accordance with the Kuna Downtown Corridor Plan.	2024	2025	Future	Project programmed to be designed in 2024.	Kuna Improvements A: Avenue D, Main St / 04th St
4	Ave C, Main St/ 4th St	Construct curb, gutter, and sidewalk on both sides of Ave C, between Main St and 4th St in accordance with the Kuna Downtown Corridor Plan.	2021	2021	2022	Project programmed to be constructed in 2022.	Avenue C, Main St / 04th St
5	Avenue B, south of Main St	185' of sidewalk on the west side of Ave. B, to connect senior center to downtown.	2024	2025	Future	Project programmed to be designed in 2024.	Kuna Improvements A: Avenue B, 02nd St / Main St
5	Linder Rd, Main St/ Deer Flat Rd	Complete curb, gutter, detached sidewalk and bike lanes on both sides of Linder Rd, between 4th St (Linder/Main/3rd project limits) to Deer Flat Rd. Project will construct a Rectangular Rapid Flashing Beacon at Porter St.	2021-2022	2022-2023	2025	Project programmed to be constructed in 2025.	Linder Rd, Main St / Deer Flat Rd
6	Ten Mile Rd and Deer Flat Rd Pedestrian Crossing	Deer Install an enhanced pedestrian crossing on Ten Mile Rd at Deer Flat Rd.	2022	2023	2026	Project programmed to be constructed in 2026.	Ten Mile Corridor A: Ten Mile Rd and Deer Flat Rd
7	Linder Rd, 4th St/ Art Ct.	Install an interim asphalt pathway on the along Linder Ave within existing right-of-way from 4th Avenue to W. Art Ct to cover sidewalk gaps until permanent improvements can be constructed.	2021-2022	2022-2023	2025	Project programmed to be constructed in 2025.	Linder Rd, Main St / Deer Flat Rd
8	Ave A, Main St / 4th St	Construct curb, gutter, and sidewalk on both sides of Ave A, between Main St and 4th St in accordance with the Kuna Downtown Corridor Plan.	2024	2025	Future	Project programmed to be designed in 2024.	Kuna Improvements A: Avenue A, Main St / 4th St
9	Ave B, Main St / 4th St	Construct curb, gutter, and sidewalk on both sides of Ave 8, between Main St and 4th St in accordance with the Kuna Downtown Corridor Plan.	2024	2025	Future	Project programmed to be designed in 2024.	Kuna Improvements A: Avenue B, Main St / 4th St
14	Ave B, 2nd St / Main St	Construct curb, gutter, and sidewalk on both sides of Ave 8, between 2nd St and Main St in accordance with the Kuna Downtown Corridor Plan.	2026	Future	Future	Project programmed to be designed in 2026.	Kuna Improvements A: Avenue B, 02nd St / Main St

16	2nd St-Linder to Ave C	Traffic calming measures including lighting	2025	N/A	2026	Project programmed to be constructed in 2026.	<i>Kuna Improvements B: 02nd St, Avenue C / Linder Ave</i>
20	Porter Street/ Fremont Middle School	Enhanced pedestrian crossing at current student crossing on Porter Street and Cambrick Drive.	2025	2026	2026	Project programmed to be constructed in 2026.	<i>Kuna Improvements B: Porter St and Cambrick Dr Pedestrian Crossing</i>
21	Porter Street/ Fremont Middle School	Additional street lighting very dark on E Porter Street - school area very dark.	2025	2026	2026	2026. Lighting to be including with pedestrian crossing project.	<i>Kuna Improvements B: Porter St and Cambrick Dr Pedestrian Crossing</i>

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

IN THE MATTER OF THE APPLICATIONS OF) **Case Nos. 22-01-CPM (Comprehensive**
) **Plan Map Amendment) 22-02-ZC (Rezone)**
) **and 22-02-S (Preliminary Plat).**
)
MARK HAMPTON) **FINDINGS OF FACT,**
) **CONCLUSIONS OF LAW AND**
) **APPROVAL FOR**
) **COMPREHENSIVE PLAN MAP**
) **AMENDMENT, REZONE, AND**
) **PRELIMINARY PLAT.**
For a Request at N Sailer Avenue.)

THESE MATTERS came before the City Council for Public Hearing on January 3, 2023, for receipt and consideration by the Council of these Findings of Fact, Conclusions of Law and Order of Decision for the above referenced applications. The 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:

<i>DESCRIPTION OF EVIDENCE</i>		Withdrawn	Refused	Admitted
1.1	Staff Report			X
2.1	Application Coversheet			X
2.2	Comp Plan Amendment Application			X
2.3	Rezone Application			X
2.4	Preliminary Plat Application			X
2.5	Deeds			X
2.6	Affidavit of Legal Interest			X
2.7	Project Narrative			X
2.8	Rezone Narrative			X
2.9	Neighborhood Meeting Certification			X
2.10	Vicinity Map			X
2.11	Legal Description C-1			X
2.12	Legal Description R-20			X

2.13	Preliminary Plat			X
2.14	Landscape Plan			X
2.15	Site Utility & Drainage			X
2.16	Commitment to Property Posting			X
2.17	CC&R's			X
2.18	Landscape Plan			X
2.19	Letter Requesting Agency Comments			X
2.20	City Engineer Memo			X
2.21	ACHD Letter			X
2.22	BPBC Letter			X
2.23	Central Dist. Health Dept. Letter			X
2.24	COMPASS Letter			X
2.25	KSD Letter			X
2.26	Nampa Meridian Irr. Dist. Letter			X
2.27	KMN Proof of Publish			X
2.28	300 Legal Mailer Proof of Mailer			X
2.29	Proof of Site Posting			X
2.30	Website Publish			X
2.31	Commission FCO's			X
2.32	Commission Meeting Minutes			X
2.33	KMN Proof of Publish			X
2.34	300 Legal Mailer Proof of Mailer			X
2.35	Proof of Site Posting			X
2.36	Website Publish			X

1.2 Hearings

1.2.1 The City Council heard this application January 3, 2023, at their regularly scheduled meeting. The FCO's have been requested to go to the Council on February 7, 2023. A Neighborhood Meeting was held May 5, 2022, zero (0) residents attended. A legal notice was published in the Kuna Melba Newspaper on November 23, 2022. The Applicant posted a sign on the property December 9, 2022. Neighborhood Notices were mailed to land owners within 300-FT of the proposed project site on December 9, 2022.

1.3 Witness Testimony

1.3.1 Those who testified at the Councils' January 3, 2023, hearing are as follows, to-wit:

1.3.1.1 City Staff:
Troy Behunin, Senior Planner

- 1.3.1.2 Appearing for the Applicant:
Mark Hampton, 11716 S 700 E, Draper, UT 84020 – 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 OF DECISION, 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 January 3, 2023, hearing for the Kuna Apartments Subdivision in the *Kuna Melba News*, the official City of Kuna newspaper, which has general circulation within the boundaries of the city, Ada County and Canyon County.

<i>Newspaper</i>	<i>Dates Published</i>
<i>Kuna Melba News</i>	November 23, 2022

3.1.2.2 Notice for the January 3, 2023, hearing containing the description of the proposed applications, was mailed on December 9, 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 January 3, 2023, hearing was posted on signs in accordance with Kuna City Code (KCC) 5-1A-8, on December 9, 2022. A Proof of Property Posting was provided to staff on December 12, 2022.

3.1.2.4 Notice for the January 3, 2023, hearing was posted on the City Website.

3.2 Findings Regarding Comprehensive Plan Map Amendment, Rezone and Preliminary Plat:

3.2.1 The land proposed for Comprehensive Plan Map Amendment, Rezone and Subdivision is one parcel approximately (approx.) 11.81 acres. The parcel information is listed below:

APN	Owner	Size	Zone
S1324110095	CJM, LLLP	11.81 ac.	R-6 (Medium Density Residential) C-1 (Neighborhood Commercial)

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

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

3.2.3 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. Exhibit 2.20-Public Works The applicant has approximately 186 prepaid EDU’s for this property. The total projected EDU’s is approximately 193. The city can service up to 186 EDU’s. Additional EDU’s may become available when the 18” Danskinn force main is complete.

3.2.4 Applicant held a Neighborhood Meeting May 5, 2022; Zero residents attended. Neighborhood Notices were mailed out to residents within 300-feet of the proposed project site on December 9, 2022, and a legal notice was published in the Kuna Melba Newspaper on November 23, 2022. The Applicant posted a sign on the property on December 9, 2022.

3.2.5 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 existing zone district is C-1, and the Comp Plan Map designates the property as Commercial.

3.2.6 Review by Staff of the proposed Comprehensive Plan Amendment, Rezone, Preliminary Plat confirms all applicable technical requirements listed in KCC were provided.

3.2.7 According to Exhibit 2.20 Rezoning this parcel from R-6 and C-1 to a R-20 will increase demand on a gravity sewer line downstream of this project. The gravity sewer line can support R-6 and C-1 zones, but cannot support an R-20 zone. Public Works staff recommends a lower density zoning. If the applicant wishes to proceed with R-20 zoning, the applicant shall upsize approximately 1,800 feet of gravity sewer to a diameter supported by the sewer model.

3.2.8 Staff recommends the Applicant be conditioned to work with the City Engineer for proper easement widths for the project as a whole. Staff highlights if this project is approved, it is the responsibility of the Developer to ensure any anticipated buildings fit buildable lot(s).

- 3.2.9** 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.
- 3.2.10** 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.
- 3.2.11** 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 City Planner, in a staff memo to the City Council dated January 3, 2023, confirmed a review of the application 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 March 21, 2022. The Applicant held a Neighborhood Meeting with residents within 300-ft of the proposed project area on May 5 2022, there zero attendees. Neighborhood Meeting information, as well as mailed materials have been provided as a part of this application.
- 3.3.1.2** Mark Hampton, the Applicant, requests approval to change the Future Land Use Map (FLUM), for part of the site from Neighborhood Commercial (C-1), to High Density Residential (R-20) and to rezone approximately (approx.) 8.93 acres from R-6 Medium Density Residential and C-1, to R-20. Applicant also request to subdivide the approx. 11.81 acres into 2 total lots (1 Residential, and 1 Commercial).
- 3.3.1.3** The gross density of the project is proposed to be 18.25 Dwelling Units per Acre (DUA), and the net density is proposed to be 19.73 DUA. The Applicant proposes 3.45 acres, or 32.80% of the residential area of the project as open space.
- 3.3.1.4** According to Exhibit 2.20, The applicant has approximately 186 prepaid equivalent dwelling units (EDU's) available for this property. The total projected EDU's is approximately 193. The City can service up to 186 EDU's. Additional EDU's may become available when the 18" Danskin force main is complete. Rezoning this parcel from R-6 and C-1 to R-20 will increase demand on a gravity sewer line downstream of the project. The gravity sewer line can support R-6 and C-1 zones, but cannot support an R-20 zone. Public Works staff recommends a lower density zoning. If the applicant wishes to proceed with R-20 zoning, the applicant shall upsize approximately 1,800 feet of gravity sewer to a diameter supported by the sewer model.
- 3.3.1.5** Staff recommends the Applicant be conditioned to work with the City Engineer for proper easement widths for the project as a whole. Staff

highlights if this project is approved, it is the responsibility of the Developer to ensure any anticipated buildings fit buildable lot(s).

3.3.1.6 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 street and parking lot lights a maximum spacing of 250-ft.; the final location of street lights 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 streetlights.

3.3.2 Conditions of Approval: City Council approves Case Nos. 22-01-CPM, 22-02-ZC, and 22-02-S, 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** Connection to City Services (Sewer and Domestic Water) is required; the Applicant shall conform to all corresponding City of Kuna Master Plans.
- 3.3.2.5** 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 that the City's appurtenance has capacity to service the proposed development with domestic water, and accept the wastewater discharged from the proposed development.
- 3.3.2.6** 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 may 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.
- 3.3.2.7** Landscape 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.
- 3.3.2.8** 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.
- 3.3.2.9** 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.
- 3.3.2.10** Developer/Owner/Applicant shall work with staff in order to provide final locations of street lights as required by Kuna City Code. Street lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Sky practices.
- 3.3.2.11** Fencing within and around the site shall comply with Kuna City Code (unless specifically approved otherwise and permitted).
- 3.3.2.12** 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.
- 3.3.2.13** Landscaping shall not be placed within ten (10) feet of any and all meter pits, pressurized irrigation valves and/or ACHD underground facilities and must honor all vision triangles

- 3.3.2.14** 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
- 3.3.2.15** If any revisions are made, the Applicant shall provide the Planning and Zoning Staff with a revised copy of the Preliminary Plat.
- 3.3.2.16** Any revisions of the plat are subject to Administrative Determination to rule if the revision is substantial.
- 3.3.2.17** 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.
- 3.3.2.18** Developer/Owner/Applicant shall measure all front building setbacks from back of sidewalk on all internal local roads.
- 3.3.2.19** Applicant shall work with the City Engineer for proper easement widths for the project as a whole.
- 3.3.2.20** Developer shall ensure any anticipated residential buildings fit any given buildable lot.
- 3.3.2.21** 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.
- 3.3.2.22** 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.
- 3.3.2.23** 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.
- 3.3.2.24** The Landscape Plan (dated 7.15.22) and Preliminary Plat (dated 8.8.22) will be considered binding site plans as amended *and/or* approved.
- 3.3.2.25** Downstream and upstream water users' rights shall not be impeded. Developers/Owners/Applicants, are all responsible to maintain and honor all historic flows, rights, and access.
- 3.3.2.26** Developer/Owner/Applicant shall follow staff, the City Engineer's, and other agency recommended requirements as applicable.
- 3.3.2.27** Developer/Owner/Applicant and all successors shall comply with all Local, State and Federal Laws.

3.4 Other Testimony

3.4.1 1/3/2023 Public Hearing – Mark Hampton, 11716 S 700 E, Draper, UT 84020, stated he believes they have worked well with others (land owners) in the area. He stated this project is supported by the Economic Development Director and they are excited to bring this project to Kuna, on land that has sat idle/empty for years.

**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 COMPREHENSIVE PLAN MAP AMENDMENT**

5.1 The City of Kuna has authority to approve Comprehensive Plan Map Amendments within its boundaries pursuant to I.C. §67-65.

5.2 Kuna City Code, Title 1, Chapter 14, Section 3, states that Comprehensive Plan Map Amendments are designated as Public Hearings, with the Planning and Zoning Commission as a recommending body and City Council as the decision-making body.

**VI
CONCLUSIONS OF LAW
RE: APPLICATION FOR REZONE**

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

6.2 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.

6.3 The Rezone, proposed by Case No. 22-02-ZC, would comply with the Comprehensive Plan.

**VII
CONCLUSIONS OF LAW
RE: APPLICATION FOR PRELIMINARY PLAT**

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

- 7.2 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.
- 7.3 Subdivision regulations as defined in Kuna City Code Title 6 are authorized by I.C. §§ 50-13 & 67-65 and Article 12, section 2.

VIII
ORDER OF APPROVAL OF APPLICATIONS FOR COMPREHENSIVE PLAN MAP AMENDMENT, 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:

- 8.1 That the Comprehensive Plan Map Amendment Application (Case No. 22-01-CPM) is hereby *Approved*.
- 8.2 That the Rezone Application (Case No. 22-02-ZC) is hereby *Approved*.
- 8.3 That the Preliminary Plat Application (Case No. 22-02-S) is hereby *Approved*

BY ACTION OF THE CITY COUNCIL of the City of Kuna at its regular meeting held on the 7th day of February, 2023.

 Mayor, Joe Stear

BEFORE THE CITY COUNCIL OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATION OF) **Case No. 22-04-CPF (COMBO PLAT)**
)
NEW BEGINNINGS HOUSING, LLC)
) **FINDINGS OF FACT, CONCLUSIONS OF**
For Combination Preliminary & Final Plat for) **LAW AND ORDER OF APPROVAL FOR**
150 and 200 N Sailer Avenue.) **COMBINATION PLAT APPLICATION.**

THESE MATTERS came before the Council for public hearing on January 17, 2023, for receipt and consideration of the above referenced application. The Council does now hereby make and sets 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:

<i>DESCRIPTION OF EVIDENCE</i>		Withdrawn	Refused	Admitted
1.1	Staff Memo			X
2.1	P&Z Application Coversheet			X
2.2	Combo Plat Application			X
2.3	Narrative			X
2.4	Aerial Map			X
2.5	Vicinity Map			X
2.6	Deed – 150 N Sailer			X
2.7	Deed – 200 N Sailer			X
2.8	Affidavit of Legal Interest			X
2.9	Preliminary Plat			X
2.10	Final Plat			X
2.11	Merlin Pointe No. 1 Landscape Plan – Approved 11.19.2013			X
2.12	Common Area Maintenance Agreement			X
2.13	Commitment to Property Posting			X
2.14	Neighborhood Meeting Certification			X
2.15	Subdivision Name Reservations			X
2.16	Agency Transmittal			X
2.17	Updated Agency Transmittal			X
2.19	Ada County Highway District (ACHD) – Vineyards Senior Housing			X
2.20	Idaho Transportation Department (ITD) – Merlin Cottages Subdivision			X
2.21	Kuna Rural Fire District (KRFD) – Vineyards Senior Housing			X
2.22	City Engineer’s Memo – Vineyards Senior Housing			X

2.23	Ada County Highway District (ACHD)			X
2.24	Idaho Transportation Department (ITD)			X
2.25	Central District Health Department (CDHD)			X
2.26	City Engineer’s Memo			X
2.18	KMN Publication Proof – P&Z			X
2.27	300-ft Property Owners Notice – P&Z			X
2.28	Proof of Property Posting – P&Z			X
2.29	Commission Meeting Minutes 12.13.2022			X
2.30	Website Notice – CC			X
2.31	KMN Publication Proof – CC			X
2.32	300-ft Property Owners Notice – CC			X
2.33	Proof of Property Posting - CC			X

1.2 Hearings

1.2.1 The City Council heard this on January 17, 2023. The FCO’s have been requested to go before City Council on February 7, 2023.

1.3 Witness Testimony

1.3.1 Those who testified at the City Council’s January 17, 2023, hearing are as follows, to-wit:

- 1.3.1.1** City Staff:
Jessica Reid, Associate Planner
- 1.3.1.2** Appearing for the Applicant:
Greg Urrutia, New Beginnings Housing, LLC, 623 Kimball Avenue, Suite C, Caldwell, ID 83605 – Testified
- 1.3.1.3** Appearing in Favor:
Steve Arnold, A Team Land Consultants, 1785 Whisper Cove Avenue, Boise, ID 83709 – Testified
- 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 Kuna City Code and Idaho Statutes.

3.1.2 Notice Provided

3.1.2.1 Notice for the January 17, 2023, public hearing was posted on the city website December 19, 2022, and published in the Kuna Melba News, December 28, 2022.

3.1.2.2 Notice for the January 17, 2023, public hearing containing the description of the proposed application, was mailed on December 28, 2022, to all known and affected property owners within 300-ft of the boundaries of the area described in the application.

3.1.2.3 Notice for the January 17, 2023, public hearing was posted on site by the Applicant on January 4, 2023, in accordance with Kuna City Code [\(KCC\) 5-1A-8](#).

3.2 Findings Regarding Combination Plat

3.2.1 The subject sites (APNs: R5672431260, R5672431280) are currently within Kuna City Limits, zoned C-1 (Neighborhood Commercial); no zone change is requested.

3.2.2 The subject sites are void of structures and are covered with general weeds. The sites have an average slope of 1.5 – 1.9%. According to the USDA Soil Survey for Ada County, bedrock depth is estimated to be 20 – 40-inches.

3.2.3 Staff are not aware of any environmental issues, health or safety conflicts beyond the subject sites being within the Nitrate Priority Area. Idaho Department of Environmental Quality (DEQ) has provided recommendations for surface and groundwater protection practices and requirements for development of the site.

3.2.4 The existing land uses and zoning district for lands surrounding the subject parcels is as follows:

North	C-1	Neighborhood Commercial – Kuna City
South	C-1	Neighborhood Commercial – Kuna City
East	C-1	Neighborhood Commercial – Kuna City
West	C-1	Neighborhood Commercial – Kuna City

3.2.5 The Applicant held a Neighborhood Meeting on August 23, 2022; there were four (4) attendees. Notice was posted to the city website December 19, 2022, and a legal notice was published in the Kuna Melba News December 28, 2022. Neighborhood Notices were mailed to property owners within 300-feet of the proposed project site on December 28, 2022. The Applicant posted a sign on the property January 4, 2023.

3.2.6 The Applicant has submitted a complete application, and following staff review for technical compliance, the application appears to comply with [KCC Title 5](#) and [Title 6](#).

- 3.2.7 The Comprehensive Plan has listed numerous goals for providing an economically diverse community, and providing a variety of housing types, while the FLUM provides a guideline for new development and re-development. The FLUM designates the subject sites as Commercial and the sites are currently zoned C-1 (Neighborhood Commercial), thus being in compliance with the FLUM and Comprehensive Plan.
- 3.2.8 ACHD and ITD have provided comments on what ingress/egress and roadway improvements will be required. The City Engineer provided Conditional support of the Vineyards Senior Housing project in Exhibit 2.22, and if this Combo Plat request is approved, that Condition will be met.
- 3.2.9 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.
- 3.2.10 Connection to City services, as well as the existing public improvements such as streetlights, fire hydrants, sidewalks, etc., have been implemented as a part of this project. No major wildlife habitats will be impacted by the proposed development.
- 3.2.11 The overall landscape plan for Case No. 22-07-DR (Design Review) for Vineyards Senior Housing, was approved by the Commission on June 14, 2022.
- 3.2.12 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 Associate Planner

3.3.1 Conclusions: The Associate Planner in a staff memo to the Council dated January 17, 2023, 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 Transportation and Connectivity

3.3.1.1 ACHD provided comments regarding the Vineyards Design Review (Case No. 22-07-DR; Approved 06.14.2022). As such, they had no additional comments (see Exhibit 2.23) regarding this Combo Plat request; the information provided within this Section is from the ACHD comments found in Exhibit 2.19.

3.3.1.1.1 Sailer Avenue

Sailer Avenue is improved with 2-travel lanes, 40-feet of pavement, and vertical curb, gutter, and 5-foot-wide attached concrete sidewalk; there is 60-feet of right-of-way (ROW) for Sailer Avenue (30-feet from centerline). The Applicant has not proposed any improvements to Sailer Avenue abutting the site.

ACHD states that as Sailer Avenue is fully improved, no additional street improvements or ROW dedication is required; however, the Applicant should be required to

replace any broken or deteriorated segments of curb, gutter, or sidewalk which abuts the site.

Applicant shall follow all standards and requirements in accordance with [KCC 5-17-13](#) and [6-4-2-B.3](#), as well as ACHD District Policies.

3.3.1.1.2 Internal Local Roads

None

3.3.1.1.3 Roadway Offsets

None

3.3.1.1.4 Stub Streets

All stub streets shall be installed in accordance with [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. The terminus of all stub streets shall have a sign that reads “Road to be extended in future”.

3.3.1.1.5 Traffic Calming

None

3.3.1.1.6 Driveways

There are two (2) existing driveways from the site on to N Sailer Avenue; one (1) is a 35-foot-wide paved curb-return type shared access driveway located at the south property line, and one (1) is a 35-foot-wide paved curb-return type driveway located 205-feet north of the south property line and is in alignment with the existing Seraphina Street.

The Applicant has proposed to close the existing driveway located 205-feet north of the site’s property line with vertical curb, gutter, and 5-foot-wide attached concrete sidewalk, and construct a 26-foot-wide curb-return type driveway located 370-feet north of the site’s south property line. The Applicant has also proposed to continue utilizing the existing shared access driveway located at the site’s south property line.

The Applicants proposal meets District Policy and should be approved as reviewed.

Applicant shall follow ACHD District Policies as outlined in their report.

3.3.1.1.7 Traffic Information

The development is estimated to generate 120 vehicle trips per day and nine (9) vehicle trips per hour in the PM peak hour.

3.3.1.2 ITD provided comments regarding the Vineyards Design Review (Case No. 22-07-DR; Approved 06.14.2022) in reference to the Merlin Cottages Subdivision (Case Nos. 20-01-PUD, 20-08-S, 20-06-ZC, 20-05-SUP, 22-01-V, and 20-01-DA; Approved 07.05.2022). As such, they had no additional comments (see Exhibit 2.24) regarding this Combo Plat request. The information provided within this Section is from ITD comments found in Exhibit 2.20.

3.3.1.2.1 The project abuts the State Highway System (Meridian Road/Hwy-69); the Traffic Impact Study for Phase No. 1 of Merlin Pointe Subdivision was previously reviewed by ITD staff. The proposed Merlin Cottages subdivision changes the trip generation numbers; however, the mitigation required for Phase No. 1 of Merlin Pointe, which Merlin Cottages is a part of, remains unchanged.

3.3.1.2.2 Per ITD’s acceptance letter dated October 16, 2018, at full buildout of Phase No. 1, the Developer will collect traffic counts at the Sailer approach and submit a right turn lane warrant to ITD. Should the warrant identify the need for a right turn lane, the Applicant will need to design and construct the needed mitigation to ITD standards. Provided the Applicant provide a right turn lane warrant once Phase No. 1 is complete and build a westbound right turn lane at N Sailer Avenue, if warranted, ITD does not object.

3.3.2 Pathways and Trails Master Plan

There are no future trails or pathways indicated on the city’s Pathways Master Plan Map.

3.3.3 Site Layout and Dimensional Standards

The overall site design was approved with Case No. 22-07-DR (Design Review) for Vineyards Senior Housing on June 14, 2022, by the Planning and Zoning Commission. This Combo Plat request resolves an easement issue as identified by Public Works, as well as providing a single lot on which to build the future senior housing project.

3.3.4 Parking

The parking plan and overall site layout was approved with Case No. 22-07-DR (Design Review) for Vineyards Senior Housing by the Commission on June 14, 2022.

3.3.5 Open Space

The open spaces were approved with Case No. 22-07-DR (Design Review) for Vineyards Senior Housing, by the Commission on June 14, 2022.

3.3.6 Fencing

Fencing was approved with Case No. 22-07-DR (Design Review) for Vineyards Senior Housing, by the Commission on June 14, 2022.

3.3.7 Public Works

Per the City Engineer's Memo (Exhibit 2.22) regarding Case No. 22-07-DR (Design Review) for Vineyards Senior Housing, Public Works was in support with the Condition the public utility easement was vacated; this Combo Plat request fulfills that Condition. In the updated City Engineer's Memo (Exhibit 2.26), Public Works supports this Combo Plat request.

3.3.8 Comprehensive Plan

3.3.8.1 Goal Area 3: Kuna's land uses will support a desirable, distinctive, and well-designed community.

- Goal 3.D.: Encourage development of housing options and strong neighborhoods.
 - Objective 3.D.1.: Encourage development of housing options for all citizens.
 - Policy 3.D.1.a: Encourage preservation and development of housing that meets demand for household sizes, lifestyles, and settings.
 - Objective 3.D.2.: Create strong neighborhoods through preservation, new development, connectivity, and programming.
 - Policy 3.D.2.d: Work to ensure all neighborhoods in Kuna benefit from good connectivity through sidewalk, pathway and trail, on-street, and transit infrastructure.
- Goal 3.G.: Respect and protect private property rights.
 - Objective 3.G.1.: Ensure land use policies, restrictions, and fees do not violate private property rights.
 - Policy 3.G.1.b: Encourage preservation and development of housing that meets demand for household sizes, lifestyles, and settings.
 - Policy 3.G.1.c: Ensure land use actions, decisions and regulations do not prevent a private property Owner from taking advantage of a fundamental property right. Ensure city actions do not impose a substantial and significant limitation on the use of the property.

Analysis: The development of Senior Housing offers a housing type currently lacking within the city. The subject sites are within approximately .28 miles from the closest grocery store, pharmacy, medical offices, and Post Office. Existing sidewalks within the existing subdivision, adjacent subdivisions and roadways provide pedestrian/cyclist connectivity.

3.3.8.2 Goal Area 4: Kuna will be a connected community through strong transportation and infrastructure systems.

- Goal 4.B.: Increase sidewalk coverage and connectivity and invest in pedestrian facilities to increase walkability.
 - Objective 4.B.2.: Maintain/expand sidewalks/pedestrian facilities within the community.
 - Policy 4.B.2.b: Install detached sidewalks and/or protected pedestrian routes/facilities along high trafficked roads as development occurs.
 - Policy 4.B.2.c: Promote the installation of off-system pedestrian pathways to create neighborhood connections and reduce the length of non-motorized transportation routes.
 - Policy 4.B.2.g: Coordinate with developers to connect and/or enhance pedestrian facilities, including on and off-system pathways, footbridges (across canals, etc.), road bridges, sidewalks, pedestrian crossings, and wayfinding signage.
- Goal 4.C.: Increase pathway, trail, and on-street bicycle facilities.
 - Objective 4.C.1.: Maintain/enhance existing pathways/trails/on-street bicycle facilities.
- Goal 4.D.: Promote a connected street network that incorporates mid-mile collectors and crossings for improved neighborhood connectivity.
 - Objective 4.D.2.: Ensure the continued expansion/development of a classified roads system throughout the community.
 - Policy 4.D.2.b: Preserve adequate Rights-Of-Way along all classified roads or other approved alternative locations to align roads.

Analysis: The existing sidewalks within the existing subdivision, adjacent subdivisions and roadways provide pedestrian/cyclist connectivity. Established roadways connect Merlin Pointe Subdivision, in which the project sits, to neighboring subdivisions and to Avalon, which is a Principal Arterial. Adequate ROW's have already been established as a large portion of Merlin Pointe Subdivision No. 1 is already constructed.

3.3.9 Upon review, staff finds the Combo Plat request to be in compliance with KCC Title 5 and Title 6, Idaho Code §67-65 and §50-13, and the Kuna Comprehensive Plan; therefore, staff would recommend the Council Approve Case No. 22-04-CPF, with the Applicant being subject to the Conditions listed in Section 3.4 of this report.

3.4 **Conditions:** Based upon the record contained in Case No. 22-04-CPF, including the Comprehensive Plan, staff’s memorandums; the exhibits and testimony during the public hearing; and the Commission’s recommendation, Council approved the Case, subject to the following Conditions:

3.4.1 Staff Recommended Conditions

None

3.4.2 Transportation

- 3.4.2.1** Developer/Owner/Applicant shall replace any broken or deteriorated segments of curb, gutter, or sidewalk on N Sailer Avenue abutting the site, consistent with the District's Minor Improvements Policy.
- 3.4.2.2** Developer/Owner/Applicant shall close the existing driveway located 205-feet north of the site's south property line with vertical curb, gutter, and 5-foot attached concrete sidewalk, as proposed.
- 3.4.2.3** 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.
- 3.4.2.4** Developer/Owner/Applicant shall comply with ACHD Policies.

3.4.3 Site Layout, Dimensional Standards and Parking

Not applicable.

3.4.4 Landscape, Open Space and Fencing

Not applicable.

3.4.5 Public Works

- 3.4.5.1** 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, see [KCC 6-4-2](#).
- 3.4.5.2** Compliance with [Idaho Code §31-3805](#) is required. Delivery of water shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
- 3.4.5.3** 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).
- 3.4.5.4** Connection to City Services (Sewer, Water, Pressurized Irrigation) is required. The Applicant shall conform to all corresponding City of Kuna Master Plans.
- 3.4.5.5** 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.

3.4.6 General

- 3.4.6.1** 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:

- 3.4.6.1.1** The City Engineer shall approve all sewer connections.
 - 3.4.6.1.2** 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.
 - 3.4.6.1.3** 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”.
 - 3.4.6.1.4** 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.
 - 3.4.6.1.5** The Kuna Municipal Irrigation System and Boise Project Board of Control shall approve any modifications to the existing irrigation system.
 - 3.4.6.1.6** Approval from Ada County Highway District (ACHD) shall be obtained, and Impact Fees must be paid prior to issuance of any building permit(s).
 - 3.4.6.1.7** All public rights-of-way shall be dedicated and constructed to the 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.
- 3.4.6.2** 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.
- 3.4.6.3** 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 10-6-3](#). Noises and other public nuisances/distractions outside of this time frame are subject to lawful penalties.
- 3.4.6.4** 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.
- 3.4.6.5** Developer/Owner/Applicant, and all successors, shall comply with all Local, State and Federal Laws.
- 3.4.7 Additional Conditions:** At the January 17, 2023, hearing the Council provided the following Conditions per this by case basis:
- 3.4.7** The Public Works Director and Building Department Supervisor give their approval to allow the early issuance of building permits, in compliance with the Building Code.

3.5 Other Testimony

- 3.5.1** 01/17/2023 Public Hearing – Applicant Greg Urrutia, New Beginnings Housing, LLC, 623 Kimball Avenue, Suite C, Caldwell, ID 83605, testified to the history of the project; low-income housing for those aged 62-years or over. Mr. Urrutia testified to the unfortunate lengthy processing times of multiple agencies, which had the potential to greatly affect the type of federal funding mechanisms they were in the process of procuring and how stringent the timelines were. Mr. Urrutia requested a special Condition that New Beginnings Housing be permitted to submit for building permits prior to recordation of the Combo Plat as to maintain the already tight timeline and requirements for their federal funding. He also stressed the severe need the Kuna community had for this type of housing option.
- 3.5.2** 01/17/2023 Public Hearing – Merlin Pointe Subdivision Developer Steve Arnold, A Team Land Consultants, 1785 Whisper Cove Avenue, Boise, ID 83709, testified in support of the lengthy processing timelines in order to gain the required signatures on the Combo Plat. Mr. Arnold testified to the difficult time he had in finding users for the commercial parcels within the subdivision and was concerned with the possibility of New Beginnings Housing, LLC, now possibly losing their federal funding. Mr. Arnold ensured the Council that he would be assisting in recordation of the Combo Plat and was in support of Mr. Urrutia’s special Condition request.

**IV
CONCLUSIONS OF LAW
RE: POWERS AND DUTIES OF THE 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 [Idaho Code §50-1](#).
- 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 COMBINATION PLAT**

- 5.1** The City of Kuna has authority to approve Preliminary Plats within its boundaries pursuant to Idaho Code [Idaho Code §50-13](#) & [§67-65](#).
- 5.2** [Kuna City Code 1-14-3](#) states that Combination Preliminary and Final Plats are designated as public hearings, with the Commission as a recommending body and Council as the decision-making body.
- 5.3** Subdivision regulations as defined in Kuna City Code Title 6 are authorized by [Idaho Code §50-13](#) & [§67-65](#) and [Article 12, Section 2](#).

**VI
ORDER OF APPROVAL OF APPLICATION FOR
COMBINATION PRELIMINARY AND FINAL PLAT**

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

6.1 The Combination Preliminary and Final Plat application (Case No. 22-04-CPF) is Approved.

BY ACTION OF THE CITY COUNCIL of the City of Kuna at its regular meeting held on the 7th day of February 2023.

Joe Stear, Mayor

**RESOLUTION NO. R09-2023
CITY OF KUNA, IDAHO**

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

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

WHEREAS construction plans for Rising Sun Estates Subdivision No. 1 were approved by the Kuna City Engineer on 22 January 2021; and

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

WHEREAS the landscaping has not been completed for Rising Sun Estates Subdivision No. 1 according to the approved construction plans and developer seeks to bond for the unfinished work; and

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

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

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

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

1. All bid amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The amount of the check and face amount of the Letter of Credit is at least two hundred eighty-six thousand seven hundred thirty-three dollars and forty-five cents (\$286,733.45);

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

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of February, 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of February 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

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

THIS AGREEMENT is made by and between M3 ID RISING SUN, LLC, an Arizona limited liability company (hereinafter "Developer"); whose address is 7033 E. Greenway Parkway, Suite 100, Scottsdale, AZ 85254, and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter "City"); whose address is Post Office Box 13, Kuna, Idaho 83634.

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

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

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

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

1. Cash Deposit. Developer has executed and delivered to City cash, cashier's check or wired funds (City to provide financial institution information upon execution of agreement) to the City's trust account in the aggregate amount of two hundred eighty-six thousand seven hundred thirty-three dollars and forty-five cents (\$286,733.45), this amount is a reduction and replacement of the previous approved bond R43-2022 and the previous approved improvement agreement in the amount of three hundred fifty-three thousand eight hundred twenty-eight dollars and forty-five cents (\$353,828.45) for deposit with City in its accounts (the "Cash Deposit"), which includes:
 - a. The initial City Engineer or Public Works Director's estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the Developer's contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;
 - b. To that total, the following additional sums may be added upon the following considerations:
 - i. Three (3) to ten (10) percent for inflation; ten (10) to fifteen (15) percent for

the City's bidding disadvantage; and twelve (12) percent to twenty (20) percent for City project management as determined by the City Engineer or Public Works Director.

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

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

contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

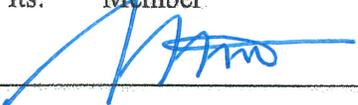
- 17. Time of Essence. The parties agree that time is of the essence in the performance of all duties herein.
- 18. Exhibits. Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit.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

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this _____ day of _____, 2023.

M3 ID Rising Sun, LLC
an Arizona limited liability company

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

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

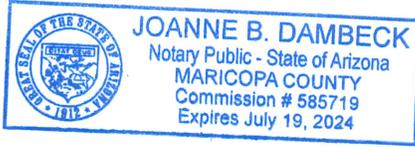


By William I. Brownlee
Manager

On this 20 day of January, 2023, before me Jaime P. Dambeck, personally appeared WILLIAM I. BROWNLEE known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same as the Manager of The M3 Companies, L.L.C., the limited liability company that is the Member of M3 Builders, L.L.C., the limited liability company that is the Manager of M3 ID Rising Sun, LLC.



(seal)



Notary Public for Arizona
Residing at 4101 E. Shonto, Phoenix, AZ
My commission expires on 7-19-24

City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

Attest:

Chris Engels, *City Clerk*

STATE OF IDAHO)
 : SS
County of Ada)



November 30, 2022

City of Kuna
Paul Stevens
P O Box 13
Kuna, Idaho 83634

RE: Rising Sun #1 Subdivision – Surety Request

Dear Team,

Please find the following information relating to the above referenced project regarding the installation of, or bonding for landscaping.

The attached documents are intended to establish the surety amounts for the above-mentioned activity. Based on this information, we request the approval of the following surety amount in order to secure the appropriate letter of credit.

Total Cash Surety Amount \$286,733.45

Please review this information and do not hesitate to contact me with any questions or concerns. We look forward to approval of the proposed surety amount as soon as possible.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Ryan Casch', is written over the typed name.

Ryan Casch
Conger Group
4824 W. Fairview Avenue
Boise, Idaho 83705

11/30/2022

Surety Request - Breakdown

Rising Sun #1
Kuna, Idaho

	<u>Proposal \$</u>		<u>LOC \$</u>
Landscape	\$ 229,386.76	x 125%=	\$ 286,733.45
Total	<u>\$ 229,386.76</u>		<u>\$ 286,733.45</u>
 TOTAL SURETY	 \$ 229,386.76		 \$ 286,733.45

Proposal POWER ENTERPRISES 16131 Franklin Road Nampa, ID 83687 Phone (208) 461-4670 Fax (208) 461-4354						
PROPOSAL SUBMITTED TO: Conger Management Group / M3			PHONE: James Neylan 208-336-5355 ext 1		DATE: 6/10/2022	
STREET:			JOB NAME/LOCATION: Rising Sun 1 Proposal Rev 1			
CITY, STATE and ZIP CODE:			DATE OF PLANS: 5/7/2020 last revised 11/5/2020			
			ID Bureau of Occupational License #		RCE-616	
			State of ID Public Works License #		040689 - C - 4	
Item	Description	Quantity	Unit	Unit Cost	Sub Total	
1	Sprinkler System	1	ls	\$24,620.00	\$24,620.00	
2	Sleeving	1	ls	\$3,345.00	\$3,345.00	
3	Machine/Crew Grading	1	ls	\$5,155.00	\$5,155.00	
4	Sod	109,187	sf	\$0.48	\$52,409.76	
5	Bed Area - Premium Cascade Compost	291	cy	\$92.00	\$26,772.00	
6	Trees: 2" Deciduous (Substitutions required for some varieties)	113	ea	\$395.00	\$44,635.00	
7	Trees: 7-8' Conifer (Substitutions required for some varieties)	27	ea	\$535.00	\$14,445.00	
8	Plants: 5 gallon (Substitutions required for some varieties)	1,289	ea	\$45.00	\$58,005.00	
9	Option: 1 year Maintenance = \$23,765 (billed in 9 monthly installments of \$2,640.57 each)					
10						
11						
12						
13						
14	Exclusions: Soil amendments, topsoil import, native landscape areas, site fixtures, concrete, pathways, walls and fencing.					
15	Notes: 1. Topsoil from onsite stockpiles shall be placed and rough graded to 2/10 by site contractor. 2. 1 year maintenance option excludes Winter months. 3. Cost increases will be added to the contract if landscape is installed after 2021. 4. Our irrigation supplier was unable to provide a quote by the specified deadline, therefore the irrigation line item may need to be adjusted once we receive their quote.					
16						
					Total	\$229,386.76
QUALIFICATIONS						
If additional/off-site topsoil is required, cost will be \$42.00/cy.						
Rough Grade within 2/10.						
Bond not included, but can be provided upon request at an additional cost to customer.						
Plant material warranted 1 year.						
No signage.						
Adequate pressure and volume of water to be supplied by Developer/General Contractor/Owner.						
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.				Tami McCollum 208-697-2618		
Acceptance of Proposal--The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.				Note: This proposal may be withdrawn by Power if not accepted within 30 days.		
Date of Acceptance: _____				Signature _____ Signature _____		

**RESOLUTION NO. R10-2023
CITY OF KUNA, IDAHO**

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

WHEREAS Rising Sun Estates Subdivision No. 2 exists as part of an approved preliminary plat; and

WHEREAS construction plans for Rising Sun Estates Subdivision No. 2 were approved by the Kuna City Engineer on 23 June 2021; and

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

WHEREAS the landscaping has not been completed for Rising Sun Estates Subdivision No. 2 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the landscaping completion has been estimated at one hundred thirty-eight thousand nine hundred eighty-eight dollars and zero cents (\$138,988.00) adding 25% for a total of one hundred seventy-three thousand seven hundred thirty-five dollars and zero cents (\$173,735.00); and

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

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

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

1. All bid amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The amount of the check and face amount of the Letter of Credit is at least one hundred seventy-three thousand seven hundred thirty-five dollars and zero cents (\$173,735.00);

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

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of February, 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of February, 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)
RISING SUN SUBDIVISION NO. 2**

THIS AGREEMENT is made by and between M3 ID RISING SUN, LLC, an Arizona limited liability company, (hereinafter "Developer"); whose address is 7033 E. Greenway Parkway, Suite 100-200, Scottsdale, AZ 85254, and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter "City"); whose address is PO Box 13, Kuna, Idaho 83634.

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

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following:
 - a. Approved Landscape Plan for Rising Sun Subdivision No. 2 and the associated Bid for landscape by Power Enterprises and;

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

1. Cash Deposit. Developer has executed and delivered to City cash or cashier's check to the City's trust account in the aggregate amount of one hundred seventy-three thousand seven hundred thirty-five dollars and zero cents (\$173,735.00), this amount is a reduction and replacement of the previous approved bond R59-2021 and the previous approved improvement agreement in the amount of four hundred eight thousand nine hundred twenty-six dollars and forty cents (\$408,926.40) for deposit with City in its accounts (the "Cash Deposit"), which includes:
 2.
 - a. The initial City Engineer or Public Works Director's estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the Developer's contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;
 - b. To that total, the following additional sums may be added upon the following considerations:
 - i. Three (3) to ten (10) percent for inflation; ten (10) to fifteen (15) percent for

the City's bidding disadvantage; and twelve (12) percent to twenty (20) percent for City project management as determined by the City Engineer or Public Works Director.

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

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

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

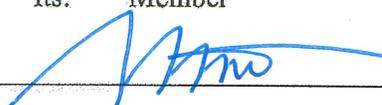
- 18. Time of Essence. The parties agree that time is of the essence in the performance of all duties herein.
- 19. Exhibits. Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit.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

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this ____ day of _____, 2023.

M3 ID Rising Sun, LLC
an Arizona limited liability company

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

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



By William I. Brownlee
Manager

On this 20 day of January, 2023, before me Jeanne B. Dambach, personally appeared WILLIAM I. BROWNLEE known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same as the Manager of The M3 Companies, L.L.C., the limited liability company that is the Member of M3 Builders, L.L.C., the limited liability company that is the Manager of M3 ID RISING SUN, LLC.



(seal)



Notary Public for Arizona
Residing at 4404 E. Shomi, Primm, AZ
My commission expires on 7-19-24

City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

Attest:

Chris Engels, *City Clerk*

STATE OF IDAHO)
 : SS
County of Ada)

Exhibit A

Proposal
POWER ENTERPRISES
 18131 Franklin Road
 Nampa, ID 83857
 Phone: 800.461.4070 Fax: 800.461.4354

PROPOSAL SUBMITTED TO: Conquer Management Group	PHONE: James Neylan	DATE: 11/30/2022																																																																																																																																																
STREET:	JOB NAME/LOCATION: Rising Sun Subdivision No. 2																																																																																																																																																	
CITY, STATE and ZIP CODE:	DATE OF PLANS: 6/04/2020 (last revised 4/22/2021)																																																																																																																																																	
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QUALIFICATIONS

(This section is intentionally left blank for the contractor to provide details regarding their qualifications, experience, and references.)

All materials guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control, Owner to carry fire, liability and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Tami McCallum
208-497-7018

Note: This proposal may be withdrawn by Power if not accepted within 30 days.

Signature _____

Signature _____

Acceptance of Proposal - This above price, specifications and conditions are satisfactory and are hereby accepted. You are authorized by the work as specified. Payment will be made as outlined above.

Date of Acceptance: _____

**RESOLUTION NO. R11-2023
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID RISING SUN, LLC, FOR RISING SUN ESTATES SUBDIVISION NO. 2 FOR UNCOMPLETED WORK INCLUDING STREET LIGHTS PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS Rising Sun Estates Subdivision No. 2 exists as part of an approved preliminary plat; and

WHEREAS construction plans for Rising Sun Estates Subdivision No. 2 were approved by the Kuna City Engineer on 23 June 2021; and

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

WHEREAS the street lighting has not been completed for Rising Sun Estates Subdivision No. 2 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the street lighting completion has been estimated at fifty-five thousand eight hundred fifty-one dollars and zero cents (\$55,851.60.00) adding 25% for a total of sixty-nine thousand eight hundred fourteen dollars and fifty cents (\$69,814.50); and

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

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

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

1. All bid amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The amount of the check and face amount of the Letter of Credit is at least sixty-nine thousand eight hundred fourteen dollars and fifty cents (\$69,814.50);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of February, 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of February, 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)
RISING SUN SUBDIVISION NO. 2**

THIS AGREEMENT is made by and between M3 ID RISING SUN, LLC, an Arizona limited liability company, (hereinafter "Developer"); whose address is 7033 E. Greenway Parkway, Suite 100-200, Scottsdale, AZ 85254, and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter "City"); whose address is PO Box 13, Kuna, Idaho 83634.

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

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following:
 - a. Approved Street Light Plan for Rising Sun Subdivision No. 2 and the associated Bid for street lighting by Street Lights LLC and;

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

1. Cash Deposit. Developer has executed and delivered to City cash or cashier's check to the City's trust account in the aggregate amount of sixty-nine thousand eight hundred fourteen dollars and fifty cents (\$69,814.50), this amount is a reduction and replacement of the previous approved bond R59-2021 and the previous approved improvement agreement in the amount of four hundred eight thousand nine hundred twenty-six dollars and forty cents (\$408,926.40) for deposit with City in its accounts (the "Cash Deposit"), which includes:
 - a. The initial City Engineer or Public Works Director's estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the Developer's contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;
 - b. To that total, the following additional sums may be added upon the following considerations:
 - i. Three (3) to ten (10) percent for inflation; ten (10) to fifteen (15) percent for the City's bidding disadvantage; and twelve (12) percent to twenty (20)

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

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

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

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

whether incurred through litigation or otherwise.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this _____ day of _____, 2023.

M3 ID Rising Sun, LLC
an Arizona limited liability company

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

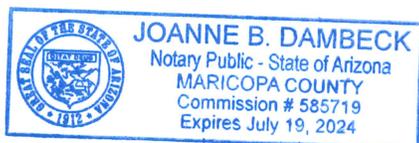
By: The M3 Companies, LLC,
an Arizona limited liability company
Its: Member

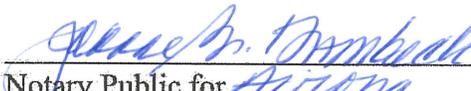
_____ 

By William I. Brownlee
Manager

On this 30 day of January, 2023, before me Joanne B. Dambeck, personally appeared WILLIAM I. BROWNLEE known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same as the Manager of The M3 Companies, L.L.C., the limited liability company that is the Member of M3 Builders, L.L.C., the limited liability company that is the Manager of M3 ID RISING SUN, LLC.

(seal)




Notary Public for Arizona

Residing at 4619 E Shomi, Phoenix, AZ
My commission expires on 7-19-24

City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

Attest:

Chris Engels, *City Clerk*

STATE OF IDAHO)
): SS
County of Ada)

Exhibit A

Proposal



Street Lights LLC

RCE # 51142

PO Box 6985

Bolse, Idaho 83707
Mark Peterson
Phone : (208) 870-3220
Email : streetlightsllc@gmnl.com

November 30, 2022

Project : Rising Sun Subdivision No. 2

Quote To: M3 c/o Conger Group

Bid Date: November 30, 2022

Revision Date: N/A

Date of Plans: 6/24/21

INCLUDED IN THIS PROPOSAL:

1. Provide and install (7) 25' poles with Leotek AR-13 52W LED fixtures and Valmont 25' black poles.....\$29,087.52
2. Provide and install (8) 30' poles with Leotek AR-13 88W LED fixtures and Valmont 30' black poles.....\$49,929.60
3. Provide and install a required meter cabinet for the frontage lights.....5,922.00
4. Provide the required trenching, conduit, and installation for 1,121 ft. per drawing
5. Provide and install power for 3 sprinkler clock locations TBD with fused disconnects required at each location. Includes 493 ft. of trenching.....\$3,276.00
6. Provide and install necessary wire, junction boxes, and fusing for light poles
 - a) Junction boxes are not figured as concrete or driveway rated
7. Required grounding, electrical permits and inspections

GRAND TOTAL\$88,215.12

NOT INCLUDED IN THIS PROPOSAL:

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

Notes:

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

ACCEPTED BY: _____ DATE: _____

JUB
JUB ENGINEERING, INC.
2760 W. Excursion Lane
Suite 400
Meridian, ID 83412
Phone: 208.316.2310
Fax: 208.316.2310

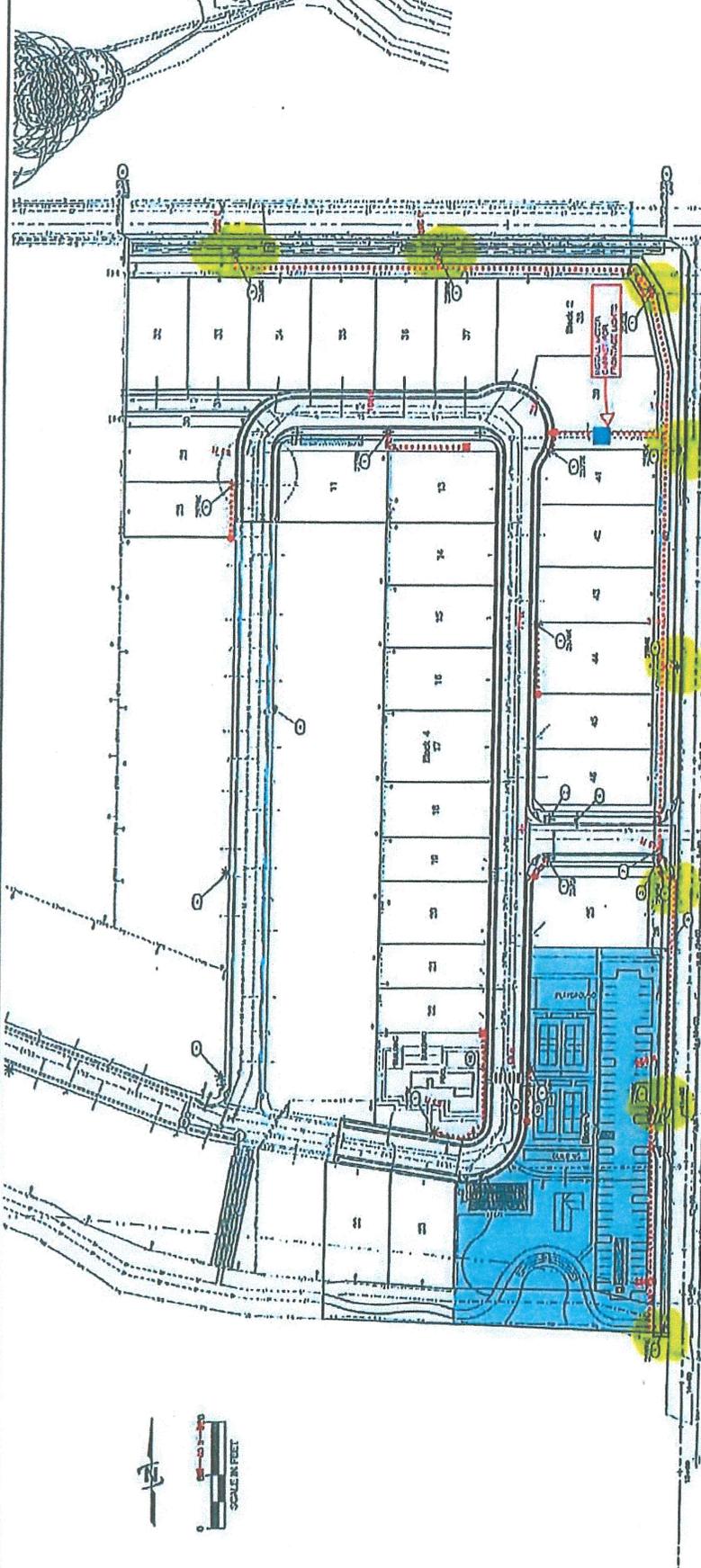


NO.	REVISION	DATE

STREET LIGHTING, STORAGE, AND STIPING PLAN

RISING SUN SUBDIVISION NO. 2
KUNA, IDAHO

SHEET NUMBER
C-102



- 8EA FRONTAGE FIXTURE FOR 30' POLES: LEOTEK AR13-48N-MV-WW-3-BK-120-WL-PCR
- 3EA FRONTAGE POLE: 30' BLACK VALMONT DS330 C-300Q300
- 7EA INTERIOR FIXTURES: LEOTEK AR13-48-MV-WW-3-BK-080-WL-PCR
- 7EA 25' BLACK POLES: VALMONT
- METER = MEYERS MEUG20M100ITD 4CKT

DRAWING NOTES

VALUES TO BE CHECKED DURING THE
CONSTRUCTION OF THE PROJECT.
BE CHECKED AS A LATER DATE. ALL
MATERIALS, METHODS, AND COSTS TO
BE CHECKED BY THE CONTRACTOR.

- 1. METAL LED STREET LIGHT PER 14-1116
- 2. METAL STREET SIGN PER 14-1116
- 3. METAL 30' H-1 POLE WITH STREET SIGN PER 14-1116
- 4. 25' BLACK POLE WITH STREET SIGN PER 14-1116
- 5. 25' BLACK POLE WITH STREET SIGN PER 14-1116
- 6. 25' BLACK POLE WITH STREET SIGN PER 14-1116
- 7. 25' BLACK POLE WITH STREET SIGN PER 14-1116
- 8. 25' BLACK POLE WITH STREET SIGN PER 14-1116
- 9. 25' BLACK POLE WITH STREET SIGN PER 14-1116
- 10. 25' BLACK POLE WITH STREET SIGN PER 14-1116
- 11. 25' BLACK POLE WITH STREET SIGN PER 14-1116
- 12. 25' BLACK POLE WITH STREET SIGN PER 14-1116
- 13. 25' BLACK POLE WITH STREET SIGN PER 14-1116
- 14. 25' BLACK POLE WITH STREET SIGN PER 14-1116
- 15. 25' BLACK POLE WITH STREET SIGN PER 14-1116
- 16. 25' BLACK POLE WITH STREET SIGN PER 14-1116
- 17. 25' BLACK POLE WITH STREET SIGN PER 14-1116
- 18. 25' BLACK POLE WITH STREET SIGN PER 14-1116
- 19. 25' BLACK POLE WITH STREET SIGN PER 14-1116
- 20. 25' BLACK POLE WITH STREET SIGN PER 14-1116

SCALE AND STIPING NOTES

1. PAPER TO BE CHECKED FOR ANY MISMATCHES AND CORRECTED PRIOR TO CONSTRUCTION.
2. ALL STIPING SHALL BE DONE IN ACCORDANCE WITH THE CITY OF KUNA DARK ZONE REGULATIONS.
3. STREET LIGHT INSTALLATION SHALL BE IN ACCORDANCE WITH THE CITY OF KUNA DARK ZONE REGULATIONS.

LIGHTING NOTES

1. ALL STREET LIGHTS MUST BE LED PER 14-1116.
2. ALL STREET LIGHTS MUST BE IN ACCORDANCE WITH THE CITY OF KUNA DARK ZONE REGULATIONS.
3. STREET LIGHT INSTALLATION SHALL BE IN ACCORDANCE WITH THE CITY OF KUNA DARK ZONE REGULATIONS.

118
KUNA, IDAHO
CALL 208.316.2310
FOR MORE INFORMATION

Please See Attached For Public
City Council Meeting
7/23/21

Rising Sun 2 Street-light plan 7/23/21

**RESOLUTION NO. R12-2023
CITY OF KUNA, IDAHO**

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

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

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

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

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

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

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

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

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

1. All bid amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The amount of the check and face amount of the Letter of Credit is at least five hundred seventy-five thousand nine hundred fifty-six dollars and twenty-five cents (\$575,956.25);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of February, 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of February, 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

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

THIS AGREEMENT is made by and between M3 ID VALOR GOLF VILLAS, LLC, an Arizona limited liability company (hereinafter "Developer"); whose address is 7033 E. Greenway Parkway, Suite 100, Scottsdale, AZ 85254, and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter "City"); whose address is Post Office Box 13, Kuna, Idaho 83634.

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

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following:
 - a. Approved Landscape Plan for Robinhood No. 1 and the associated Bid for landscaping by Franz Witte Landscape Construction, Inc., and;

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

2. Cash Deposit. Developer has executed and delivered to City cash or cashier's check to the City's trust account in the aggregate amount of five hundred seventy-five thousand nine hundred fifty-six dollars and twenty-five cents (\$575,956.25), this amount is a reduction and replacement of the previous approved bond R37-2022 and the previous approved improvement agreement in the amount of six hundred seventy thousand five hundred dollars and nineteen cents (\$670,500.19) for deposit with City in its accounts (the "Cash Deposit"), which includes:
 - a. The initial City Engineer or Public Works Director's estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the Developer's contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;
 - b. To that total, the following additional sums may be added upon the following considerations:
 - i. Three (3) to ten (10) percent for inflation; ten (10) to fifteen (15) percent for

the City's bidding disadvantage; and twelve (12) percent to twenty (20) percent for City project management as determined by the City Engineer or Public Works Director.

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

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

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this _____ day of _____, 2023.

M3 ID Valor Golf Villas, LLC
an Arizona limited liability company

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

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



By William I. Brownlee
Manager

On this 20 day of January, 2023, before me Janice B. Dombach, personally appeared WILLIAM I. BROWNLEE known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same as the Manager of The M3 Companies, L.L.C., the limited liability company that is the Member of M3 Builders, L.L.C., the limited liability company that is the Manager of M3 ID VALOR GOLF VILLAS, LLC.





Notary Public for Arizona
Residing at 4619 E Shomi Phoenix, AZ
My commission expires on 7-19-24

City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

Attest:

Chris Engels, *City Clerk*

STATE OF IDAHO)
 : SS
County of Ada)

Exhibit A



Proposal

CONGER GROUP
 4824 W FAIRVIEW AVE
 BOISE, IDAHO 83706

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

Est ID: EST2718289

Date: Aug-28-2022

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

Irrigation \$154,510.00

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

Trees \$69,075.00

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

Shrubs \$103,445.00

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

Landscape Beds \$48,470.00

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

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

P.(208) 853-0808

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

Turf **\$85,265.00**

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

Estimate Total **\$460,765.00**

**RESOLUTION NO. R13-2023
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID VALOR GOLF VILLAS, LLC, FOR ROBINHOOD SUBDIVISION NO. 2 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

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

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

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

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

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

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

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

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

1. All bid amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The amount of the check and face amount of the Letter of Credit is at least one hundred seven thousand three hundred thirty-seven dollars and fifty cents (\$107,337.50);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of February, 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of February, 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)
ROBINHOOD SUBDIVISION NO. 2**

THIS AGREEMENT is made by and between M3 ID VALOR GOLF VILLAS, LLC, an Arizona limited liability company (hereinafter "Developer"); whose address is 7033 E. Greenway Parkway, Suite 100, Scottsdale, AZ 85254, and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter "City"); whose address is Post Office Box 13, Kuna, Idaho 83634.

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

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following:
 - a. Approved Landscape Plan for Robinhood No. 2 and the associated Bid for landscaping by Franz Witte Landscape Construction, Inc., and;

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

1. Cash Deposit. Developer has executed and delivered to City cash, cashier's check or wired funds (City to provide financial institution information upon execution of agreement) to the City's trust account in the aggregate amount of one hundred seven thousand three hundred thirty-seven dollars and fifty cents (\$107,337.50), this amount is a reduction and replacement of the previous approved bond R38-2022 and the previous approved improvement agreement in the amount of two hundred twelve thousand eight hundred fifty-one dollars and fifty-six cents (\$212,851.56) for deposit with City in its accounts (the "Cash Deposit"), which includes:
 - a. The initial City Engineer or Public Works Director's estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the Developer's contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;
 - b. To that total, the following additional sums may be added upon the following considerations:

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

Cash Deposit shall not affect any rights and remedies of City against Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from Cash Deposit shall be paid by Developer, including administrative, engineering, legal, labor and materials and other procurement fees and costs.

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

contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this ____ day of _____, 2023.

M3 ID Valor Golf Villas, LLC
an Arizona limited liability company

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

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



By William I. Brownlee
Manager

On this 20 day of January, 2023, before me (Gwenne B. Dombadi), personally appeared WILLIAM I. BROWNLEE known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same as the Manager of The M3 Companies, L.L.C., the limited liability company that is the Member of M3 Builders, L.L.C., the limited liability company that is the Manager of M3 ID Valor Golf Villas, LLC.

(seal)



Joanne B. Dambeck
 Notary Public for *Shelton*
 Residing at *4144 E. Shomi, Phoenix, AZ*
 My commission expires on *7-19-24*

City of Kuna, Idaho

By Joe Stear
Mayor

(seal)

Attest:

Chris Engels, *City Clerk*

STATE OF IDAHO)
) : SS
 County of Ada)



Proposal

CONGER GROUP
 4824 W FAIRVIEW AVE
 BOISE, IDAHO 83706

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

Est ID: EST2904661 Plans Dated (6.14.21)
 Date: Nov-30-2022

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

Irrigation \$29,805.00

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

Trees \$14,650.00

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

Shrubs \$21,105.00

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

Landscape Beds \$7,990.00

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

Turf	\$15,320.00
<ul style="list-style-type: none"> • Install fescue sod per plans • Includes fine and finish grade • Site to be received with topsoil place at +/- .10" of finish grade • Includes sod starter fertilizer 	

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

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

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

Estimate Total	\$85,870.00
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Exclusions:

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

**RESOLUTION NO. R14-2023
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID FALCON CREST, LLC, FOR FALCON CREST SUBDIVISION NO. 3 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS Falcon Crest Subdivision No. 3 exists as part of an approved preliminary plat; and

WHEREAS construction plans for Falcon Crest Subdivision No. 3 were approved by the Kuna City Engineer on 23 April 2021; and

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

WHEREAS the landscaping has not been completed for Falcon Crest Subdivision No. 3 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the landscaping completion has been estimated at three hundred four thousand one hundred seventy-six dollars and seventy-two cents (\$304,176.72) adding 25% for a total of three hundred eighty thousand two hundred twenty dollars and ninety cents (\$380,220.90); and

WHEREAS developer desires to record the final plat for Falcon Crest Subdivision No. 3 prior to completion of construction; and

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

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Kuna City Engineer is hereby authorized to accept a cash bond and/or an irrevocable standby Letter of Credit in lieu of construction for **Falcon Crest Subdivision No. 3** under the following terms and conditions:

1. All bid amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The amount of the check and face amount of the Letter of Credit is at least three hundred eighty thousand two hundred twenty dollars and ninety cents (\$380,220.90);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of February, 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of February, 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)
FALCON CREST SUBDIVISION NO. 3**

THIS AGREEMENT is made by and between M3 ID FALCON CREST, LLC, an Arizona limited liability company (hereinafter "Developer"); whose address is 7033 E. Greenway Parkway, Suite 100, Scottsdale, AZ 85254, and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter "City"); whose address is Post Office Box 13, Kuna, Idaho 83634.

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

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following:
 - a. Approved Landscape Plan for Falcon Crest Subdivision No. 3 and the associated Bid for landscaping by Power Enterprises, and;

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

1. Cash Deposit. Developer has executed and delivered to City cash, cashier's check or wired funds (City to provide financial institution information upon execution of agreement) to the City's trust account in the aggregate amount of three hundred eighty thousand two hundred twenty dollars and ninety cents (\$380,220.90), this amount is a reduction and replacement of the previous approved bond R12-2022A and the previous approved improvement agreement in the amount of four hundred sixty-four thousand nine hundred thirty-eight dollars and forty cents (\$464,938.40) for deposit with City in its accounts (the "Cash Deposit"), which includes:
 - a. The initial City Engineer or Public Works Director's estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the Developer's contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;
 - b. To that total, the following additional sums may be added upon the following considerations:

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

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

contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

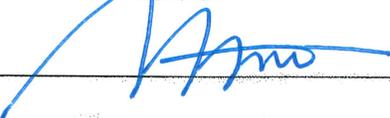
- 17. Time of Essence. The parties agree that time is of the essence in the performance of all duties herein.
- 18. Exhibits. Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit.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

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this ____ day of _____, 2023.

M3 ID Falcon Crest, LLC
an Arizona limited liability company

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

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



By William I. Brownlee
Manager

On this 20 day of January, 2023, before me Michael B. Dambeck, personally appeared WILLIAM I. BROWNLEE known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same as the Manager of The M3 Companies, L.L.C., the limited liability company that is the Member of M3 Builders, L.L.C., the limited liability company that is the Manager of M3 ID Falcon Crest, LLC.



(seal)

Joanne B. Dambeck
 Notary Public for Arizona
 Residing at 4047 E. Sunnyside, Phoenix, AZ
 My commission expires on 7.19.24

City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

Attest:

Chris Engels, *City Clerk*

STATE OF IDAHO)
) : SS
 County of Ada)

Exhibit A

Proposal POWER ENTERPRISES 10131 Franklin Road Nampa, ID 83607 Phone (208) 461-4670 Fax (208) 461-4354						
PROPOSAL SUBMITTED TO: Congor Management Group / M3			PHONE: James Neylan		DATE: 11/6/2022	
STREET:			JOB NAME/LOCATION: Falcon Crest 3			
CITY, STATE and ZIP CODE:			DATE OF PLANS: 1/19/2021 no revisions			
			ID Bureau of Occupational License #		RCE-616	
			State of ID Public Works License #		040689 - C - 4	
Item Description Quantity Unit Unit Price Total Price						
1	Sprinkler System	1	ls	\$99,980.00	\$99,980.00	
2	Sleeving	1	ls	\$2,540.00	\$2,540.00	
3	Machine/Crew Grading	1	ls	\$16,489.00	\$16,489.00	
4	Soil	109,064	sf	\$0.48	\$52,734.72	
5	Bed Area - Dark Mulch Premium Blend	278	cy	\$92.00	\$25,576.00	
6	Trees: 2" Deciduous	94	ea	\$405.00	\$38,070.00	
7	Trees: 10' Conifer	37	ea	\$855.00	\$31,635.00	
8	Plants: 5 gallon	774	ea	\$48.00	\$37,152.00	
9	Option: 1 year Maintenance = \$22,412 (billed in 9 monthly installments of \$2,490.27 each)					
10						
11						
12						
13						
14						
15						
16						
17						
18						
19						
20	Exclusions: Soil amendments, topsoil import, site fixtures, signage, drains and drainage systems, concrete, and pavers.					
21	Notes: 1. Topsoil from onsite stockpiles shall be placed and rough graded to 2/10 by site contractor. 2. 1 year maintenance option excludes Winter months. 3. Due to the rapid cost fluctuations we are experiencing, we will need to review this proposal closer to actual installation and adjust accordingly. 4. Cost increases will be added to the contract if landscape is installed after 2021.					
22						
					Total	\$304,176.72
QUALIFICATIONS						
1. A minimum of 10% topsoil is required. Cost will be \$42.00/cy. 2. Final grade within 2/10. 3. Conditions included. Site can be provided upon request. An additional cost to customer. 4. Plants are 1 year old. 5. No Signage. 6. Adequate pressure and volume of water to be supplied by Developer/General Contractor/owner.						
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.					Toml McCollum 200-697-2618	
Acceptance of Proposal - The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.					Note: This proposal may be withdrawn by Power if not accepted within 30 days.	
Date of Acceptance: _____					Signature _____ Signature _____	

RESOLUTION NO. R15-2023

RESOLUTION AWARDING THE CONTRACT FOR THE KUNA WELL 6 RESERVOIR AND BOOSTER STATION TO IRMINGER CONSTRUCTION INC. IN THE AMOUNT OF \$1,365,073.00 FOR THE CONSTRUCTION AND RENOVATIONS OF THE KUNA WELL 6 RESERVOIR AND BOOSTER STATION; DIRECTING EXPENDITURE OF FUNDS FROM THE WATER FUND FOR SAID PROJECT; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID CONTRACTOR.

WHEREAS, City of Kuna, Idaho has received a contract document for the KUNA WELL 6 RESERVOIR AND BOOSTER STATION Project; and

WHEREAS, the apparent low contract submitted for said Project is IRMINGER CONSTRUCTION INC.; and

WHEREAS, the contract submitted by IRMINGER CONSTRUCTION INC. 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 WELL 6 RESERVOIR AND BOOSTER STATION PROJECT to IRMINGER CONSTRUCTION INC. in the amount of one million three hundred sixty-five thousand seventy-three dollars and zero cents (\$1,365,073.00).

BE IT FURTHER RESOLVED that Mayor and Council direct the expenditure of available funds from the Water 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 7th day of February, 2023.

APPROVED BY THE MAYOR of Kuna this 7th day of February, 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

Bid Opening

City of Kuna, Idaho

Municipal Well 6 Reservoir & Booster Station Project

Bid Open: JANUARY 26, 2023

Bids Due @ 2:00 PM

	Company	Completed Bid Form	Bid Bond Form w/surety certificate	Bid Security (5% maximum bid price)	Addendum No. 001 (acknowledgement)	Total Base Bid
1	Desert View Construction	Yes	Yes	Yes	Yes	\$1,715,303.00
2	Cascade Enterprises	Yes	Yes	Yes	Yes	\$1,713,200.00
3	Lacey Mechanical	Yes	Yes	Yes	Yes	\$1,415,700.00
4	Pacific Source Construction	Yes	Yes	Yes	Yes	\$1,677,200.00
5	Irminger Construction	Yes	Yes	Yes	Yes	\$1,365,073.00
6	TCG Construction	Yes	Yes	Yes	Yes	\$1,655,448.00
7						
8						
9						
10						
11						

NOTICE OF AWARD

Date of Issuance: February 7, 2023

Owner: City of Kuna, Idaho Owner's Project No.: N/A

Engineer: HECO Engineers Engineer's Project No.: KU22-0308

Project: Well 6 Reservoir & Booster Station

Contract Name: Well 6 Reservoir & Booster Station

Bidder: Irminger Construction, Inc.

Bidder's Address: 21227 Van Slyke Rd. Wilder, ID 83676

You are notified that Owner has accepted your Bid dated January 26, 2023, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Well 6 Reservoir & Booster Station Reservoir Construction, Booster Station Renovations, Electrical Upgrades and Stand-by Power, and PLC and SCADA System Programming and Startup

The Contract Price of the awarded Contract is **one million three hundred sixty-five thousand seventy-three dollars (\$1,365,073.00)**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

Three (3) unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner three (3) counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
- ~~3. Other conditions precedent (if any):~~

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Kuna, Idaho

By (signature): _____

Name (printed): _____

Title: Mayor and/or City Engineer

Copy: Project Engineer

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 North Wastewater Treatment Plant, 6950 S. Ten Mile Road, Meridian, Idaho 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;

ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Unit Price Bids*

- A. Bidder will perform the following Work at the indicated unit prices:

Item No.*	Description	Unit	Estimated Quantity	Bid Unit Price	Bid Amount
SP-1	Reservoir Construction	LS	1	798,198.00	798,198.00
SP-2	Booster Station Renovations	LS	1	281,645.00	281,645.00
SP-3	Electrical Upgrades and Stand-by Power	LS	1	270,030.00	270,030.00
SP-4	PLC and SCADA System Programming and Startup	LS	1	\$15,200.00	\$15,200.00
Total of All Unit Price Bid Items					1,365,073.00

* Bid item descriptions are listed in the applicable ISPWC section and as described or amended in Section 3.03 of this Bid Form.

- 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.

3.02 *Total Bid Price (Lump Sum and Unit Prices)*

Total Bid Price (Total of all Lump Sum and Unit Price Bids)	\$ / 365,073.00
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3.03 *Bid Item Descriptions*

All pay items shall be supplied and constructed in accordance with the plans and specifications and are not intended to modify the work. ALL CONSTRUCTION AND MATERIALS SHALL BE IN CONFORMANCE WITH THE LATEST EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC). Any conflicts with the ISPWC and these bid documents, the bid documents take precedence.

Bidder further proposes to accept as full payment for the Unit Price Work proposed herein the amounts computed under the provisions of the Bidding Documents and based on the following unit price amounts, it being expressly understood that the unit prices are independent of the exact quantities involved. Bidder agrees that the unit prices represent a true measure of the labor, materials, and services required to furnish and install the item, including all allowances for overhead and profit for each type and unit of Work called for in these Bidding Documents.

The following bid item clarifications, when referencing standard bid items obtained from the Idaho Standards for Public Works Construction (ISPWC), shall add to and/or clarify the descriptions contained in the ISPWC. These bid item clarifications shall not replace the ISPWC descriptions unless they specifically state otherwise. The Contractor shall be responsible for reviewing and following the referenced ISPWC descriptions with the following modifications. If the bid item is not listed and clarified in this section, the applicable ISPWC descriptions shall apply as they appear in the ISPWC. Plans and details for this project take precedence over ISPWC standard drawings.

SP-1 – Reservoir Construction

- A. Item includes all labor, materials and equipment required to construct the 750,000 Gallon Bolted Steel Water Storage Tank and associated piping work complete in place. This work item includes all work described in the plans and specifications for a complete and operational water storage tank. Included in this is mobilization, clearing and grubbing, demolition, excavation, concrete foundations and floor, reservoir and concrete foundation design, piping, valves, valve removal and replacements, tank erection, painting, testing, surface restoration, and any other work required to construct a complete and operational water storage reservoir and exterior piping system.
- B. Pay unit is per LUMP SUM (LS).

SP-2 – Booster Station Renovations

- A. Item includes, but not limited, to all labor, materials, and equipment required to reconfigure the Booster Station Piping and Pumping systems as described in the plans and specifications. Work includes mobilization, demolition of existing piping and pumping systems, installation of pump and piping systems, flow meter, testing and any other work required to construct a complete and operational Booster Station.
- B. Pay item is per LUMP SUM (LS).

SP-3 – Electrical Upgrades and Stand-by Power

- A. Item includes all equipment, labor, and materials to construct the Electrical Systems and Controls for Water Storage Reservoir and Booster Station Renovations. Work includes mobilization, demolition, electrical wiring and devices, pump controls, generator system, coordination of work with the City’s SCADA system contractor, and all required work to complete the installation for a complete and operational electrical system.
- B. Pay unit is per LUMP SUM (LS)

SP-4 – PLC and SCADA System Programming and Startup

- A. Item includes all equipment, labor, and materials associated with to the City of Kuna electrical contractor, Custom Electric for the following services:
 - 1. Coordinate the Well and Booster Pump Station PLC and SCADA system programming.
 - 2. Reservoir level pressure transduce in reservoir.
 - 3. Assistance with Well and Booster Pump Station start-up.
- B. Phone number for Custom Electric is 208-855-0228
- C. Pay unit is per LUMP SUM (LS) per Custom Electric Quote, \$15,200.

ARTICLE 4—TIME OF COMPLETION

- 4.01 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.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA

- 5.01 *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.
- 5.02 *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.
- 5.03 *Receipt of Addenda*
 - A. Bidder hereby acknowledges receipt of the following Addenda:

Addendum Number	Addendum Date
001	1-20-23

ARTICLE 6—BIDDER'S REPRESENTATIONS AND CERTIFICATIONS6.01 *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.

6.02 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.

ARTICLE 7—SUBCONTRACTORS

- 7.01 Bidder acknowledges that general contractors must include in their bids the names and addresses of the subcontractors responsible for plumbing, heating and air conditioning, and electrical work under the contract. Subcontractors named by the general contractor must possess the appropriate licenses or certificates of competency issued by the state of Idaho covering the contractor work classification in which each respective subcontractor is named. Failure of a general contractor to name subcontractors renders any bid submitted by the contractor unresponsive and void.

Naming of Subcontractors:

The subcontractors to whom subcontracts will be awarded if the bidder is awarded a contract are: (Insert "self" if properly licensed and so intended. Insert "Not required" if such specialty work is not required)

Plumbing Contractor

Name:	<i>Irminger Construction Inc</i>
Address:	<i>21227 Van Slyke Rd Wilder ID 83676</i>
Public Works License No.:	<i>026529 - AA-1-3-4</i>

Heating and Air Conditioning Contractor

Name:	N/A
Address:	
Public Works License No.:	

Electrical Contractor

Name:	Custom Electric
Address:	104 East Fairview Ave Box 102 Meridian ID 83642
Public Works License No.:	PWC-C-12614-AAA-4

7.02 Bidder acknowledges that the following firms or businesses may be awarded subcontracts for the following portions of the Work in the event that Bidder is awarded the contract:

<u>Work to be Performed</u>	<u>Public Works License No.</u>	<u>Dollar Amount of Sub-Contract</u>	<u>Subcontractor's Name & Address</u>
Bolted Tank	045997-C-1-4	130,100.00	StarTEK PO Box 747 Weiser ID 83672
Painting	10572-C-4	3,022.00	Jordan Painting 9814 E Homestead Rd Caldwell ID 83607

ARTICLE 8—SALES AND USE TAXES

- 8.01 Bidder agrees that sales and use taxes are included in the stated Bid prices for the work, unless provision is made herein for the Bidder to separately itemize the estimated amount of sales tax.
- 8.02 In accordance with Idaho Code, Title 63, Section 1503, the Bidder, in consideration of securing the business of erecting or constructing public works in this state, recognizing that the business in which they are engaged is of a transitory character, and that in the pursuit thereof, its property used therein may be without the state when taxes, excises, or license fees to which they are liable become payable, agrees:
 - A. To pay promptly when due all taxes, (other than on real property), excises, and license fees due to the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term;

- B. That if the said taxes, excises, and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon its property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
- C. That, in the event of its default in the payment or securing of such taxes, excises, and license fees, to consent that the department, officer, board, or taxing unit entering into this contract may withhold from any payment due them hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said contractor is liable.

ARTICLE 9—PERFORMANCE AND PAYMENT BONDS

- 9.01 Bidder acknowledges that Idaho law requires contractors selected for public works construction projects equal to or greater than \$50,000 to provide performance and payment bonds.
- 9.02 Each bond shall be executed by a surety company or companies duly authorized to do business in Idaho, or the contractor may deposit any of the type of government obligations listed in subsection (2)(h) of section 54-1901, Idaho Code, in lieu of furnishing a surety company performance or payment bond or bonds.
- 9.03 If Bidder is awarded a construction contract from this Bid, the surety who provides the Performance and Payment Bonds shall be:

Name: North American Specialty Insurance Company
 Address: 1450 American Lane Suite 1100 Schaumburg IL 60173

BIDDER hereby submits this Bid as set forth above:

Bidder:

Irvinger Construction Inc

(typed or printed name of organization)

By:

[Signature]

(individual's signature)

Name:

Travis Conger

(typed or printed)

Title:

President

(typed or printed)

Date:

1-26-22

(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

[Signature]

(individual's signature)

Name:

Amber Sevy

(typed or printed)

Title:

Bookkeeper

(typed or printed)

Date:

1-26-22

(typed or printed)

Address for giving notices:

21227 Van Slyke RD

Wildan ID 83676

Bidder's Contact:

Name:

Travis Conger

(typed or printed)

Title:

President

(typed or printed)

Phone:

208-800-9616

Email:

icci.travis@gmail.com

Address:

21227 VanSlyke RD

Wildan ID 83676

Bidder's Idaho Public Works

Contractor License No.:

026529-AA-1-3-4



0004492478



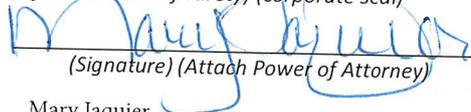
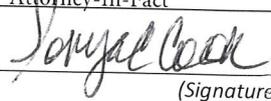
STATE OF IDAHO
 Office of the secretary of state, Lawrence Denney
ANNUAL REPORT
 Idaho Secretary of State
 PO Box 83720
 Boise, ID 83720-0080
 (208) 334-2301
 Filing Fee: \$0.00

For Office Use Only
-FILED-
 File #: 0004492478
 Date Filed: 11/8/2021 5:05:41 PM

Entity Name and Mailing Address:		
Entity Name:	IRMINGER CONSTRUCTION, INC.	
The file number of this entity on the records of the Idaho Secretary of State is:	0000624775	
Address	21227 VAN SLYKE RD WILDER, ID 83676-5247	
Entity Details:		
Entity Status	Active-Good Standing	
This entity is organized under the laws of:	IDAHO	
If applicable, the old file number of this entity on the records of the Idaho Secretary of State was:	C208181	
The registered agent on record is:		
Registered Agent	TRAVIS CONGER Registered Agent Physical Address 25094 HOMEDALE RD WILDER, ID 83676 Mailing Address	
The new physical (street) address of the existing agent in Idaho is:		
Physical Address	21227 VAN SLYKE RD WILDER, ID 83676	
The new mailing address of the existing agent in Idaho is:		
Mailing Address	21227 VAN SLYKE RD WILDER, ID 83676-5247	
Corporate Officers and Directors:		
Name	Title	Business Address
<input checked="" type="checkbox"/> Travis Conger	President	21227 VAN SLYKE RD WILDER, ID 83676
The annual report must be signed by an authorized signer of the entity.		
Job Title: Bookkeeper		
<u>Cynthia L Caldwell</u>	<u>11/08/2021</u>	
Sign Here	Date	

B0661-7646 11/08/2021 5:05 PM Received by ID Secretary of State Lawrence Denney

BID BOND (PENAL SUM FORM)

<p>Bidder</p> <p>Name: Address (<i>principal place of business</i>): Irminger Construction, Inc. 21227 Van Slyke Rd Wilder, ID 83676</p>	<p>Surety</p> <p>Name: Address (<i>principal place of business</i>): Swiss Re Corporate Solutions America Insurance Corporation 1200 Main Street, Ste. 800 Kansas City, MO. 64105</p>
<p>Owner</p> <p>Name: City of Kuna</p> <p>Address (<i>principal place of business</i>): 751 W 4th Street Kuna, ID 83634</p>	<p>Bid</p> <p>Project (<i>name and location</i>): Well 6 Reservoir & Booster Station Project Located at: 651 S. Best Business Ave, Kuna, ID</p> <p style="text-align: right;">Bid Due Date: January 26, 2023</p>
<p>Bond</p> <p>Penal Sum: *5% of the total amount of the bid attached hereto*****</p> <p>Date of Bond: January 26, 2023</p> <p>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.</p>	
<p>Bidder</p> <p style="text-align: center;">Irminger Construction, Inc. (<i>Full formal name of Bidder</i>)</p> <p>By: <u></u> (<i>Signature</i>)</p> <p>Name: <u>Travis Conger</u> (<i>Printed or typed</i>)</p> <p>Title: <u>President</u></p> <p>Attest: <u></u> (<i>Signature</i>)</p> <p>Name: <u>Amber Sevy</u> (<i>Printed or typed</i>)</p> <p>Title: <u>Bookkeeper</u></p>	<p>Surety</p> <p style="text-align: center;">Swiss Re Corporate Solutions America Insurance Corporation (<i>Full formal name of Surety</i>) (<i>corporate seal</i>)</p> <p>By: <u></u> (<i>Signature</i>) (<i>Attach Power of Attorney</i>)</p> <p>Name: <u>Mary Jaquier</u> (<i>Printed or typed</i>)</p> <p>Title: <u>Attorney-In-Fact</u></p> <p>Attest: <u></u> (<i>Signature</i>)</p> <p>Name: <u>Sonya Cook</u> (<i>Printed or typed</i>)</p> <p>Title: <u>Commerical Account Manager</u></p>
<p><i>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.</i></p>	

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.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

TERRY S. ROBB, WILLIAM F. POST, PATRICK CASABONNE, ANDREW ELAM AND MARY JAQUIER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 26 day of January, 20 23.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

**CITY OF KUNA
ADA COUNTY, STATE OF IDAHO**

RESOLUTION No. R16-2023

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

- **Proving certain findings; and**
- **Authorizing the Mayor to execute an *Interagency Agreement Related to the Collection of Fire District Plan Review and Structure Inspection Fees with the Kuna Rural Fire District*; and**
- **Direction the City Clerk; and**
- **Establishing an Effective date.**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kuna, Ada County, state of Idaho:

Section 1: Findings

- 1.1** The City of Kuna (“City”) is a municipal corporation of the State of Idaho, formed and operating pursuant to the provisions of Title 50, Idaho Code.
- 1.2** The Kuna Rural Fire District (“Fire District”) is an Idaho fire district organized, existing, and operating by virtue of Chapter 14 of Title 31 Idaho Code.
- 1.3** The Fire District’s boundaries overlap with a majority, but not all, of the City boundaries.
- 1.4** The Fire District and City are each permitted under Idaho law to provide fire suppression services, but it is the Fire District that provides such services in the areas where the Fire District and City boundaries overlap.
- 1.5** The services provided by the Fire District include, amongst other things, plan review and structure inspection services related to new construction, for which the District charges fees.
- 1.6** Pursuant to I.C. § 67-2332, the Fire District and City may enter interagency agreements related to matters or undertakings which each entity is authorized by law to perform.
- 1.7** The *Interagency Agreement Related to the Collection of Fire District Plan Review and Structure Inspection Fees* (“Agreement”) is an appropriate interagency agreement, and is necessary to ensure the Fire District’s plan review and structure inspection fees are paid before a building permit is issued by the City for building projects located within the City boundaries.

Section 2: Authority

2.1 The Mayor is hereby authorized to execute the Agreement with the Fire District, attached hereto, as an agent of the City, subject to the terms and conditions stated therein, and to execute all ancillary documents, if any are required, in order to facilitate the City’s performance of its obligations under the Agreement.

SECTION 3. Directing the City Clerk

3.1 The City Clerk is hereby directed to file this Resolution forthwith in the official records of this City, with an executed copy of the Agreement attached, and to deliver a copy of this executed Resolution, and a copy of the executed Agreement, to the Fire District and to the City’s legal counsel.

SECTION 4. Effective Date

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

PASSED BY THE CITY COUNCIL of the City of Kuna, Ada County, state of Idaho, this ____ day of February, 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

INTERAGENCY AGREEMENT
RELATED TO THE COLLECTION OF FIRE DISTRICT PLAN REVIEW AND
STRUCTURE INSPECTION FEES

This Interagency Agreement (“Agreement”) is related to the collection of the Kuna Rural Fire District’s (“District”) plan review and structure inspection fees for areas within the corporate limits of City of Kuna, Idaho (“City”). The City and the District are the Parties to this Agreement, which is entered into and made effect as of Effective Date set forth below.

RECITALS

The Parties recite and declare as follows:

1. The City is a municipal corporation of the State of Idaho, organized, existing and operating pursuant to the provisions of Title 50, Idaho Code.
2. The District is a fire protection district of the State of Idaho, organized, existing, and operating pursuant to Chapter 14 of Title 30, Idaho Code.
3. The boundaries of the City and District overlap in many areas.
4. While both the City and the District have the legal authority to provide fire protection services, the District provides such services in the areas where the City and District boundaries overlap.
5. Part of the services provided by the District include plan review and structure inspections (including issuing inspection reports) for plans and structures within the City. The District charges fees for these services.
6. The City and District may enter into interagency contracts pursuant to I.C. § 67-2332 related to performing a governmental service that each entity is legal authorized to perform.
7. The City and District desire to enter into an interagency contract regarding the collection of the District’s plan review and structure inspection fees for lands within the City’s boundaries.

WHEREFORE, based upon the forgoing recitals, which are a material part of this Agreement and incorporated by this reference, the Parties agree as follows:

SECTION 1
DEFINITIONS

- 1.1 Agreement:** Means and refers to this Interagency Agreement related to the collection of the District’s plan review and structure inspection fees within the City’s boundaries that overlap with the District’s boundaries.

- 1.2 City:** Means and refers to the City of Kuna, Idaho, a municipal corporation of the State of Idaho.
- 1.3 District:** Means and refers to the Kuna Rural Fire District, a fire protection district of the state of Idaho.
- 1.4 Effective Date:** Means and refers to the date this Agreement becomes effective between the Parties, which shall be the last date upon which either Party signs and dates this Agreement, as reflected in the signature block at the end of this Agreement.
- 1.5 Party/Parties:** Means and refers to the City and/or the District depending upon context, the Parties to this Agreement.

SECTION 2
FIRE DISTRICT PLAN REVIEW AND
STRUCTURE INSPECTION FEE COLLECTION

- 2.1 District's Duty.** The City and District agree that it is the duty of the District to enforce and administer the International Fire Code, as adopted by the Idaho State Fire Marshall, within its boundaries, including in the areas that overlap with the City's boundaries. The District incurs costs and expenses in administering the International Fire Code, including in the City, and is authorized by law to charge and collect fees to pay for such costs and expenses.
- 2.2 District's Fees.** Pursuant to its authority to adopt fees, the District, by resolution, has adopted plan review fees and structure inspection fees, and may from time to time amend and update these fees by resolution of the Board. The District agrees to provide notice to the City of its plan review and structure inspection fees by delivering to the City a copy of the resolution wherein the fees are adopted. This includes a duty to provide future resolution(s) should the District later take action amend these fees.
- 2.3 Duty to Collect Fee.** Pursuant to Kuna City Code § 9-1-1, the City "may enter into an agreement with a fire protection district to collect" the fire districts plan review fees, which is inclusive of structure inspection fees. However, the City is not obligated to enter such an agreement, nor is it required to collect such fees for fire districts. In the instance of the District's plan review and structure inspection fees, the Parties agree that the District, and not the City, shall collect payment of these fees directly from building permit applicants for plan review and structure inspections performed within the City boundaries.
- 2.4 Fee Schedule and Forms and Applicant Inquiries.** The District agrees to post and maintain its fee schedule, as well as fee application and related forms, on the District's website so that the City may direct building permit applicants to these forms and schedules for payment of their fees. The Parties likewise agree that the City shall direct building permit applicants and prospective applicants to the District to answer questions regarding the District's fee schedules, forms, and payment process.

- 2.5 Issuance of Building Permits.** The City has authority to issue building permits and certificates of occupancy for projects within the City boundaries, and therefore possesses knowledge of the person or entities seeking building permits within the City boundaries. Completion of plan review and structure inspection by the District is necessary before a building permit may be issued by the City. Therefore, the Parties agree that the City shall direct applicants to the District for payment of plan review and structure inspection fees before issuing a building permit. Further, the City will not issue a building permit until such time that it receives written notice from the District that the District has been paid its required plan review and structure inspection fees for the particular plan/structure at issue. The District likewise agrees that it shall promptly, upon receipt of payment by an applicant, provide a certificate to the City verifying that it has received payment of the required fees.

SECTION 3 GENERAL TERMS

- 3.1 No Third-Party Beneficiary Rights.** This Agreement is not intended to create, nor will this Agreement in any way be interpreted or construed to create any third-party beneficiary rights in any person or entity not a party hereto.
- 3.2 Notices:** Any notices contemplated or required by this agreement must be served on the other party in writing by United States mail, certified or registered mail, postage prepaid, and addressed as follows:

Notices to City: Attn: Kuna City Clerk
751 W. 4th Street
Kuna, ID 83634

Notices to Fire District: Attn: Kuna Rural Fire District Board of
Commissioners
150 W. Boise St.
Kuna, ID 83634

Such notices will be deemed delivered on the date of actual receipt by the receiving Party.

- 3.3 Amendment:** This Agreement may only be amended in writing signed by both Parties. Further, any signature must be authorized by the governing body of the Party to be valid.
- 3.4 Entire Agreement.** This Agreement constitutes the full and entire understanding and agreement between the Parties with regard to the transaction contemplated herein, and no Party will be liable or bound to any other in any manner by any representations, warranties, covenants and agreements, whether written or oral, except as specifically set forth herein.
- 3.5 Headings.** The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.

- 3.6 Jurisdiction.** The state courts of the state of Idaho will have exclusive jurisdiction of any suit, dispute, claim, demand, controversy, or cause of action that the Parties may now have or at any time in the future claim to have based in whole or in part or arising from the negotiations, execution, interpretation, or enforcement of this Agreement. The Parties submit to the *in personam* jurisdiction of the state of Idaho, with venue in the District Court of Ada County.
- 3.7 Choice of Law.** This Agreement will be governed by, and construed in accordance with, the laws of the state of Idaho.
- 3.8 Counterparts.** This Agreement may be executed in two or more counterparts, each of which will be deemed an original but all of which together will constitute one and the same instrument.

SECTION 4 ATTORNEY JOINT REPRESENTATION ADDENDUM

- 4.1** Marc J. Bybee and William F. Gigray, III, of the firm White, Peterson, Gigray & Nichols, PA (the “Firm”), are the attorneys for the City of Kuna (the “City”) and for the Kuna Rural Fire District (the “District”). Namely, the Firm serves, and has served for some time, as the general counsel for both the City and the District prior to the entry of this Agreement. The District and the City have each been advised, and are again advised here, that they may consult independent counsel to review and negotiate this Agreement. Given the nature of this Agreement for the collection of the District’s plan review and structure inspection fees, and the Parties prior relationship, it is the understanding of Mr. Bybee and Mr. Gigray that the parties interests in this Agreement are not adverse. Additionally, it has been affirmed by Mr. Bybee and Mr. Gigray that they each believe that they may provide competent and diligent representation to each affected client, and that their representation is proper under I.R.C.P. 1.7(b). Mr. Bybee and Mr. Gigray disclose that Rule 1.7-Conflict of Interest: Current Clients, of the Idaho Rules of Professional Conduct provides as follows:

RULE 1.7: CONFLICT OF INTEREST: CURRENT CLIENTS

(a) Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a concurrent conflict of interest. A concurrent conflict of interest exists if:

(1) the representation of one client will be directly adverse to another client;
or

(2) there is a significant risk that the representation of one or more clients will be materially limited by the lawyer’s responsibilities to another client, a former client or a third person or by the personal interests of the lawyer, including family and domestic relationships.

(b) Notwithstanding the existence of a concurrent conflict of interest under paragraph (a), a lawyer may represent a client if:

(1) the lawyer reasonably believes that the lawyer will be able to provide competent and diligent representation to each affected client;

(2) the representation is not prohibited by law;

(3) the representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other proceeding before a tribunal; and
(4) each affected client gives informed consent, confirmed in writing.

Dated: 1/30/2023


By: Marc J. Bybee

Dated: 1/24/2023


By: Wm. F. Gigray, III

The Mayor and City Council of the City of Kuna and the Board of Commissioners of Kuna Rural Fire District have been advised of these facts and give their informed consent in writing to the continued representation, by Mr. Bybee and Mr. Gigray, of each Party in the drafting and providing advice regarding this Agreement.

City: CITY OF KUNA,
an Idaho municipal corporation

By: _____
Joe Stear, Mayor

ATTEST:

By: _____
Chris Engels, City Clerk

District: Kuna Rural Fire District

By: _____
TJ Lawrence, Fire Chief

ATTEST:

By: _____
Krystal Hinkle, Secretary/Treasurer

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**RESOLUTION NO. R17-2023
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE “PARK USE AGREEMENT” WITH THE KUNA POLICE ACTIVITIES LEAGUE (KPAL) AT ARBOR RIDGE PARK AND PURSUANT TO THE TERMS OF THE AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

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

Section 1. The “*Park Use Agreement*” with the Kuna Police Activities League (KPAL) at Arbor Ridge Park, in substantially the form as attached hereto as “**EXHIBIT A**” is hereby approved.

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

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of February, 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of February, 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**PARK USE AGREEMENT
CITY OF KUNA, IDAHO AND KUNA POLICE ACTIVITIES LEAGUE
ARBOR RIDGE, FARM ESTATES AND WINCHESTER CITY PARK**

This Park Use Agreement (AGREEMENT) is entered into by and between the City of Kuna, Idaho, (CITY), an Idaho municipal corporation and the Kuna Police Activities League, Inc. (KPAL), an Idaho non-profit corporation, jointly referred to herein as the PARTIES.

WHEREAS, CITY owns and maintains Arbor Ridge City Park, Farm Estates City Park, Winchester City Park, (PARK) located at Kuna, Idaho; and

WHEREAS, the PARK has certain improvements including football and soccer fields; and

WHEREAS, KPAL desires to use the PARK for its soccer, lacrosse, and football clinics, practices, and games during specified times of the year; and

WHEREAS, CITY grants KPAL permission to use the PARK in exchange for certain contributions including maintenance, care, improvements, and sanitation at the PARK.

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual covenants herein contained and such other and further consideration as is hereby acknowledged, the parties agree as follows:

1. USE: KPAL agrees to use the PARK for the sole purpose of operating the Kuna Police Athletic League, Inc. program to provide athletic opportunities for the children of Kuna, Idaho.
2. RESPONSIBILITIES:

The CITY Will:

- 2.1. Have the PARK fields reserved for KPAL's exclusive use according to its Reserved Schedule, on file with the City Parks and Recreation Department; all other groups may use the fields at all other times. Other groups wishing to use the fields must contact the City Parks and Recreation Department to ensure fields are available and register for their use.
- 2.2. Maintain the fields and parking lot including mowing, over-seeding, and irrigating during the schedule set by the CITY. Maintain the irrigation system.

KPAL Will:

- 2.3. Run and operate the soccer, lacrosse and football programs, including practices, games, and clinics.
- 2.4. Provide the City Parks and Recreation Department with a written schedule (Reserved Schedule) at least thirty (30) days prior to the commencement of the sport season,

including practices. If KPAL fails to provide the Reserved Schedule as provided for herein, the fields are first come, first serve.

- 2.5. Hire and staff the umpires.
- 2.6. Ensure that the fields are in presentable and playable condition prior to each use.
- 2.7. Chalk or paint the fields.
- 2.8. Provide trashcans during KPAL events, practices, and games and keep the area clean.
- 2.9. Provide portable bathrooms if needed during the season(s). The portable bathrooms may be locked while not in use by KPAL.
3. USAGE FEE: There will be no usage fee.
4. TERM: The term of this AGREEMENT shall be February 28, 2023 to January 31, 2024. The PARTIES may negotiate an extension of this AGREEMENT for additional one (1) year terms.
5. INSPECTION: KPAL has inspected and hereby accepts the PARK in the condition at the beginning of this AGREEMENT.
6. ALTERATIONS: KPAL shall not make any renovations, alterations, additions, or install any fixtures, equipment, fencing, etc., without the express written consent of CITY. All fixtures and improvements shall become the property of CITY at no cost to the City at termination or expiration of this AGREEMENT.
7. OTHER REQUIREMENTS: KPAL shall maintain oversight and control of the participants in its program. Littering, vandalizing, destroying or otherwise damaging CITY property is prohibited.
8. COMPLIANCE WITH GOVERNING LAW: Each PARTY shall comply with all federal, state, and local laws, rules, and regulations now in force or which may hereafter be in force pertaining to the use of the PARK.
9. INDEMNIFICATION: KPAL shall indemnify, hold harmless, and defend the CITY and its elected or appointed officials, employees, and agents from and against all liabilities, claims, suits, losses, and expenses, including reasonable attorney's fees and court costs, arising out of or in the course of the use contemplated by this AGREEMENT that is caused in whole or in part by any act or omission of KPAL, any act or omission of anyone directly or indirectly employed by KPAL, or any act or omission for which KPAL may be liable, whether or not it is caused in whole or in part by the party indemnified.
10. INSURANCE: KPAL shall, at all times, obtain, pay for, and maintain insurance for the coverages and amounts of coverage not less than those set forth as follows:
 - 10.1 Worker's Compensation – in compliance with the state and federal laws, if required.

- 10.2 Comprehensive Premises Liability Policy – a minimum coverage of \$1,000,000.00 including the following coverage:
- 10.2.1 Premises and operations; and
 - 10.2.2 Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering but not limited to the contractual obligations assumed by the organization; and
 - 10.2.3 Personal injury (with employment and contractual exclusions deleted); and
 - 10.2.4 Broad Form Property Damages coverage.
- 10.3 KPAL shall provide to CITY original Certificates of Insurance satisfactory to evidence such coverages before operations pursuant to this AGREEMENT commence.
- 10.4 CITY shall be named as an additional insured on all policies related to this Agreement, excluding Workers Compensation. Such policies shall provide that there shall be no termination, non-renewal, modification, or expiration of such coverage without forty-five (45) calendar days written notice to the CITY.
- 10.5 All insurance shall be written with a company having an A.M. Best rating of at least the “A” category and size categories of VII.
11. UTILITIES: CITY will provide general field maintenance, including lawn mowing, fertilizing, seeding, irrigation and irrigation system maintenance. Any other utility, including electricity shall be provided by KPAL.
12. RUBBISH: KPAL shall be responsible for excess garbage or refuse removal during its use of the PARK.
13. DAMAGE BY FIRE OR OTHER CASUALTY: If the PARK, or any part thereof is damaged by fire or other casualty to such an extent that it is rendered unusable, in whole or in part, the CITY shall have the option to terminate this AGREEMENT, or repair the premises. KPAL shall have no claim for any loss of use during the period that the PARK is being repaired.
14. NOTICES: Any notice required or intended to be given to the other PARTY under the terms of this AGREEMENT shall be in writing and shall be deemed to be duly delivered the earlier of (a) actual receipt by personal delivery to the representative (as defined herein), or in lieu of personal service, (b) by way of private courier, such as Federal Express or United Parcel Service addressed to the appropriate party and address as set forth herein, or in lieu of private courier, (c) U.S. Mail, registered, postage pre-paid, return receipt requested.
- 14.1. CITY notice shall be sent to:

City Clerk for the City of Kuna, Idaho
 Post Office Box 13
 Kuna, Idaho 83634

14.2. KPAL notice shall be sent to:

Registered Agent
Kuna Police Activities League, Inc.
1450 W. Boise Street
Kuna, Idaho 83634

15. TERMINATION: Either Party reserves the right to terminate this AGREEMENT for cause (breach of any provision of this AGREEMENT) by providing written notice of its election to terminate to the other Party at least sixty (60) days prior to the date of termination.

16. ASSIGNMENT: This AGREEMENT is not assignable without the written consent of CITY.

17. WAIVER: No failure of the CITY to enforce any term hereof shall be deemed to be a waiver.

18. ENTIRE AGREEMENT: This AGREEMENT contains the entire agreement between the parties and may be modified only by an addendum to this AGREEMENT or by a new AGREEMENT in writing, signed by CITY and KPAL.

19. ATTORNEY’S FEES: In the event of any controversy, claim or action being made, filed or, instituted between the PARTIES to this AGREEMENT to enforce the terms and conditions of this AGREEMENT or any of the other documents to be executed hereunder or arising from the breach of any provision hereof, the award of attorney fees and costs and expenses is governed by Idaho Code Section 12-117 (1) and (2).

In witness whereof, the parties hereto have set their hands and seals on the day and year written below.

CITY OF KUNA, IDAHO

KUNA POLICE ACTIVITIES
LEAGUE, INC.

Dated this ____ day of _____, 2023.

Dated this 27 day of January, 2023.

BY: _____
Joe L. Stear, Mayor

BY:  _____
Erica Kallin, President

ATTEST:

Dated this ____ day of _____, 2023.

BY: _____
Chris Engels, City Clerk

**RESOLUTION NO. R18-2023
KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPOINTING CERTAIN CITY OF KUNA, IDAHO OFFICIALS AS PERSONS AUTHORIZED TO SIGN FOR BANKING SERVICES ON BEHALF OF THE CITY OF KUNA, IDAHO AND PROVIDING THAT THE SIGNATURES ARE VALID FOR THE 2023 YEAR OR UNTIL REVOKED BY ACTION OF THE MAYOR, AS PROVIDED FOR IN RESOLUTION NO. R18-2023.

WHEREAS, the City of Kuna, Idaho adopted Resolution No. R09-2020, on January 21, 2020, which provides for certain City of Kuna, Idaho officials to exercise the authority to sign for banking services on behalf of the City of Kuna, Idaho, as appointed by separate Resolution and adopted annually by the City Council; and

WHEREAS, City of Kuna Resolution No. R18-2023 provides that the signatures are valid until the second City Council meeting in January 2024 or until revoked by action of the Mayor.

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

The following persons are hereby appointed to sign for banking services on behalf of the City of Kuna, Idaho:

Jared Empey, City Treasurer of the City

Joe L. Stear, Mayor of the City

BE IT FURTHER RESOLVED that the above appointments are valid until January 2, 2024, or until revoked by action of the Mayor.

PASSED BY THE CITY COUNCIL of Kuna, Idaho this 7th day of February, 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of February, 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**RESOLUTION NO. R19-2023
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE “PROFESSIONAL SERVICES AGREEMENT” WITH KELLER ASSOCIATES, INC. FOR THE SWAN FALLS RRFB PROJECT FOR THE CITY OF KUNA; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

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

Section 1. The “*Professional Services Agreement*” with Keller Associates, Inc. for the Swan Falls RRFB Project, in substantially the format as attached hereto as “**ATTACHMENT A**”, is hereby approved.

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

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of February, 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of February, 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement effective as of _____ (“Effective Date”) between the **City of Kuna** (“Owner”) and **Keller Associates, Inc.** (“Consultant”).

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows: **Swan Falls RRFB Crossing** (“Project”).

The Owner and the Consultant agree to the following Project scope, schedule, and compensation:

SCOPE: Consultant’s services under this Agreement are generally identified as follows: **Refer to Attachment A.**

SCHEDULE: The Agreement shall commence on the above written date. Consultant anticipates to complete its services within **as outlined in Attachment A.**

COMPENSATION:

Basic Services. As compensation for services to be performed by Consultant, the Owner will pay Consultant a lump sum amount of **\$25,000 (Twenty-Five Thousand dollars)** as described in **Attachment A.**

Additional Services. Compensation for performing Additional Services will be pursuant to a mutually agreed upon amendment to this Agreement.

In Witness Whereof, the parties hereto have executed this Agreement as of the date first above written. Owner further acknowledges that it has reviewed and accepted the attached Standard Terms and Conditions.

CITY OF KUNUNA

Signature: _____
Name: _____
Title: _____
Address: _____
Telephone: _____
Date: _____

CONSULTANT: KELLER ASSOCIATES, INC.

DocuSigned by:

Signature: _____
Name: **Donn Carnahan**
Title: **Principal**
Address: **100 East Bower Street, Suite 110
Meridian, ID 83642**
Telephone: **(208) 288-1992**
Date: **1/18/2023**

STANDARD TERMS AND CONDITIONS

1. **CONTRACT** – This document constitutes the full and complete Agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. The Agreement may be amended only if both parties specifically agree in writing to such amendment of the Agreement.
2. **INVOICES AND PAYMENT** – Owner will make payment within 15 calendar days of the invoice date. Consultant shall keep accurate records of expenses. If Owner contests an invoice, Owner shall advise the Consultant within 15 days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.

Interest. If payment is not received by the Consultant within 30 calendar days of the invoice date, Owner shall pay interest at a rate of 1½% per month (or the maximum allowable by law, whichever is lower) of the past due amount. Payments will be credited first to interest and then to principal.

Suspension. If the Owner fails to make payments when due, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Owner. Owner agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension.
3. **DOCUMENTS** – All documents prepared or furnished by Consultant are instruments of service, and Consultant retains ownership and property interest (including the copyright and the right of reuse) in such documents. Owner shall have a limited license to use the documents in and for the Project subject to full payment for all services relating to preparation of the documents. The Owner agrees to obtain prior written agreement for any reuse or modifications of the instruments of service, and understands that any unauthorized use of the instruments of service shall be at the Owner's sole risk and without liability to the Consultant.
4. **STANDARD OF CARE** – The standard of care for all professional engineering and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the Consultant's services. Consultant shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
5. **CHANGES OR DELAYS** – The proposed scope of services, compensation, schedule, and allocation of risks reflect Consultant's understanding of the Project at the date of this Agreement. Costs and schedule commitments shall be subject to renegotiation for changed conditions, unreasonable delays caused by the Owner's failure, independent government agencies, Force Majeure events (i.e. acts of God, riots, wars, sabotage, strikes, civil disturbances, pandemics, government declared emergencies, etc.), or causes beyond the reasonable control of Consultant. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment in compensation and schedule shall be made.
6. **TERMINATION OR REDUCTION OF SERVICES** – The Owner and Consultant may terminate this Agreement in whole or in part at any time by giving 30 days written notice thereof. The Owner shall promptly pay Consultant for all services rendered to the effective date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on the Owner's behalf. If Owner elects to terminate, modify, or reduce any portion of Consultant's services under this Agreement, Owner shall indemnify Consultant from any damages related to the services or activities Consultant did not provide.
7. **SUSPENSION OF SERVICES** – If the Owner suspends services of the Consultant for any reason for more than thirty days, the Consultant shall be reimbursed for expenses incurred due to suspension of services, including costs associated with rescheduling or reassigning personnel, and commitments made to others on Owner's behalf.
8. **INDEMNITY AND LIMITATION OF LIABILITY** – Owner and Consultant each agree to indemnify and hold the other (including their respective officers, directors, employees, agents, owners, shareholders, members, partners, sub-consultants, subcontractors, and representatives) harmless from and against liability for all claims, losses, damages and expenses, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Owner and Consultant, they shall be borne by each party in proportion to its negligence. Neither the Owner nor Consultant shall be liable for incidental, indirect or consequential damages. The Consultant's liability to the Owner and to all construction contractors and subcontractors on the Project, due to the Consultant's negligent acts, errors omissions, or breach of contractual obligations relating to or arising out of the Project shall not exceed the Consultant's total fee.

9. **OPINIONS OF COST** – Consultant’s opinions of probable cost represent Consultant’s judgment as an experienced and qualified design professional. Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Owner’s and other contractor’s methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable cost prepared by the Consultant.
10. **CONSTRUCTION PHASE SERVICES** – If Consultant performs any services during the construction phase of the Project, Consultant shall not supervise, direct, or have control over Contractor’s work. Consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. Consultant does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor’s failure to furnish and perform its work in accordance with the Contract Documents.
11. **MISCELLANEOUS**

Right of Entry: Unless otherwise noted in the scope of work, the Owner shall provide for Consultant’s right to enter the property owned by the Owner and others in order to fulfill the services to be performed hereunder.

Dispute Resolution: Owner or its Contractor agree to notify Consultant of any claims against the Consultant within 10 days of discovery of any allegations, errors or omissions. Should a dispute arise, Owner and Consultant agree to negotiate disputes between them in good faith for a period of 30 calendar days from the date the dispute is raised in writing by either the Owner or Consultant. If the parties fail to resolve the dispute through negotiation, then the dispute shall be decided through non-binding mediation or other mutually agreed alternative dispute resolution technique. Fees and expenses for mediation shall be split equally between the parties. The Owner and Consultant agree non-binding mediation or other mutually acceptable dispute resolution technique shall precede litigation. This Agreement shall be governed by the laws of the State where the Project is located.

Hazardous Environmental Conditions: The scope of Consultant’s services does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead or other hazardous materials, as defined by Federal, State, and local laws or regulations. Consultant is not required to become an arranger, operator, generator, or transporter of hazardous substances, and shall have no responsibility for the discovery, handling, removal, disposal or exposure of persons to hazardous substances of any form.

Subsurface Investigations: In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Consultant.

Consultant Reliance: Owner shall make available to Consultant all relevant information pertinent to the Project. Consultant shall be entitled to rely, without liability or the need for independent verification, on the accuracy and completeness of any and all information provided by Owner, Owner’s consultants and contractors, information from public records, and information ordinarily or customarily furnished by others, including, but not limited to specialty contractors, manufacturers, suppliers, and publishers of technical standards.

Certifications: Consultant shall not be required to sign any documents that result in Consultant having to certify, warrant, or guarantee the existence of conditions whose existence Consultant cannot ascertain within its services for the Project.

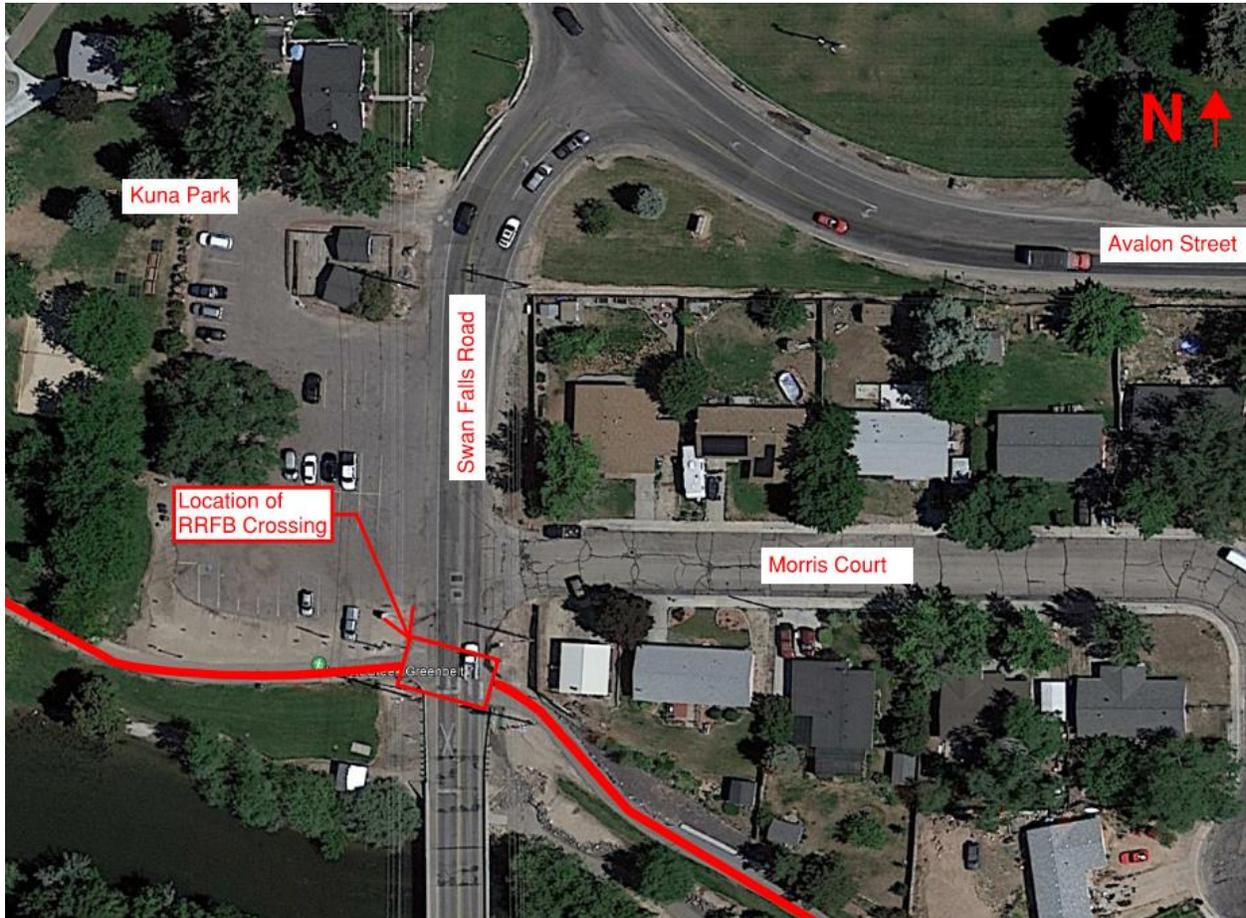
Third Parties: Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Consultant. Consultant’s services hereunder are being performed solely for the benefit of the Owner, and no other entity shall have any claim against Consultant because of this Agreement or Consultant’s performance of services hereunder.

Severability & Waiver: In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provisions will be stricken, and those remaining Contract Provisions shall continue in full force and effect. The failure of either party of this Agreement to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, shall not be construed as a waiver of such term, covenant or right.

Joint Drafting: The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

Attachment A
SCOPE OF WORK
for
Swan Falls RRFB Crossing
Kuna, Idaho
Survey, Civil Engineering, and Permitting Services

The City of Kuna (“Owner”) is seeking to install a Rectangular Rapid Flashing Beacon (RRFB) crossing at the Indian Creek greenbelt crossing on Swan Falls Road, just south of Morris Court in Kuna, Idaho (“Project”). The project is grant funded and falls within Ada County Highway District (ACHD) right-of-way. This Scope of Work is to provide survey and civil engineering services to design the RRFB crossing and permitting services to seek ACHD approval to construct the project within their right-of-way. The City is considering bidding and constructing this project as a package with the Orchard and Avalon Pedestrian Pathway project, also being designed by Keller Associates. This project is anticipated to be constructed in the summer of 2023. As such, this scope excludes bidding and construction services. These services may be added as an amendment to this scope if the City opts to bid this project independently of the Avalon & Orchard project. Keller Associates (“Consultant”) will serve as prime consultant for the project.



GENERAL ASSUMPTIONS

- Designs and plan sheets will be prepared in AutoCAD format on 22 x 34 sheets.
- The project is City sponsored and is anticipated to be funded using state grant funds.
- The project will be constructed in ACHD right-of-way.
- The project will require review by ACHD Development Review Services.
- Design specifications will utilize the latest ACHD adopted edition of the Idaho Standards for Public Works Construction (ISPWC), and ACHD's latest adopted supplement to the ISPWC.
- The Contractor will be responsible for preparing traffic control plans and a stormwater management plan in compliance with the State of Idaho's Construction General Permit (CGP).
- No Records of Survey or property boundary surveys are anticipated or included under this scope.
- All work will occur within existing Right-of-Way.

SCOPE OF WORK**TASK 1 — Topographic Survey & Utility Research**

- Provide topographic survey of existing site features and utilities visible to the surveyor. Establish a topographic basemap for use in design of the project. Submit utility mapping requests to Digline. Obtain mapping of existing utility facilities from utility operators.

Deliverables: Topographic Basemap in PDF format.

Schedule: Complete survey no later than 4 weeks from receipt of NTP, pending snow cover. If snow cover limit's ability of surveyor to perform survey of surface features, this task's schedule may require an extension.

TASK 2 — Construction Drawings

- Produce design drawings for site improvements to a 95% level of completeness.
- Utilize the ISPWC and ACHD supplements for technical specifications for the civil improvements. Project specific changes to the ISPWC will be made in drawing notes and/or details.
- Produce an engineer's opinion of probable construction cost.
- Submit 95% drawings and opinion of probable cost to the Owner for comments.
- Attend a 95% design review meeting with Owner, either virtually or in-person.
- Update 95% drawings to a 100% level of completeness based on comments from 95% design review meeting.

Deliverables: 95% Construction Drawings & Opinion of Probable Cost, 100% Construction Drawings stamped by an Idaho Licensed Professional Engineer.

Schedule: Deliver 95% Construction Drawings & Opinion of Probable Cost 4 weeks after completion of Task 1. Deliver 100% Construction Drawings 2 weeks after the 95% design review meeting.

TASK 3 — ACHD Permitting

- Submit stamped Construction Drawings to ACHD Development Review.
- Update Construction Drawings based on comments returned by ACHD Development Review. Stamp and resubmit to ACHD for second review.
- Deliver one (1) full size hard copy and one (1) half-size hard copy of ACHD approved plans to ACHD Development Review.

Deliverables: Revised 100% Construction Drawings, stamped by an Idaho Licensed Professional Engineer.

Schedule: Once plans are submitted to ACHD, the pace and schedule of review is dictated by the agency. At the time of production of this scope of work, current ACHD review timelines are as long as four (4) months. Consultant will act promptly to respond to ACHD comments and move the project forward to the extent of the Consultant's ability to do so.

TASK 4 – Bidding and Construction Administration Services

May be added to this scope via amendment if requested by Owner.

COMPENSATION

The Consultant will be compensated for professional services, as follows:

Task	Description	Fee	Fee Basis
1	Survey & Utility Research	\$ 4,000.00	LS
2	Construction Drawings	\$ 15,000.00	LS
3	ACHD Permitting	\$ 6,000.00	LS
4	Bidding & Construction Administration	TBD	TBD
TOTAL FEE		\$ 25,000.00	

**RESOLUTION NO. R20-2023
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE ADDITION OF TASK 6 – GEOTECHNICAL INVESTIGATION TO THE ORIGINAL “PROFESSIONAL SERVICES AGREEMENT” WITH KELLER ASSOCIATES, INC. FOR THE ORCHARD AND AVALON PEDESTRIAN IMPROVEMENTS FOR THE CITY OF KUNA; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

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

Section 1. The “*Professional Services Agreement*” with Keller Associates, Inc. for the Orchard and Avalon Pedestrian Improvements, in substantially the format as attached hereto as “ATTACHMENT A”, is hereby approved.

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

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of February, 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of February, 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

AMENDMENT TO OWNER-CONSULTANT AGREEMENT**Amendment No. 001**Background Data:

Effective Date of Owner-Consultant Agreement: January 18, 2022
 Effective Date of this Amendment: September 27, 2022
 Owner: City of Kuna
 Consultant: Keller Associates, Inc.
 Project: Orchard and Avalon Pedestrian Improvements
 KA # 222016

Nature of Amendment:

Amend original contract to include ACHD required geotechnical testing for seepage bed design.

Description of Modifications:

Add Task 6 – Geotechnical Investigation to the original agreement

Compensation Summary: Compensation changes shown in Italics

Task	Billing Basis	Original Agreement	Prior Amendments	This Amendment	Total
Task 1: Survey	LS	\$5,400	--	--	\$5,400
Task 2: 60% Design	LS	\$13,600	--	--	\$13,600
Task 3: Final Design	LS	\$9,300	--	--	\$9,300
Task 4: Bidding Support	LS	\$2,900	--	--	\$2,900
Task 5: Construction Support	LS	\$2,400	--	--	\$2,400
<i>Task 6: Geotechnical Investigation</i>	<i>LS</i>	--	--	<i>\$3,750</i>	<i>\$3,750</i>
Total		\$33,600		\$3,750	\$37,350

LS = Lump Sum; T&M = Time and Materials

All provisions of the Agreement not modified by this or previous amendments remain in effect. In witness thereof, the parties hereto have executed or caused to be executed by their duly authorized officials this Amendment to the Agreement on the respective dates indicated below.

OWNER: CITY OF KUNA

Signature: _____
 Name: _____
 Title: _____
 Address: _____
 Telephone: _____
 Date: _____

CONSULTANT: KELLER ASSOCIATES, INC.

DocuSigned by:

 Signature: _____
 Name: Nathan Cleaver
 Title: Principal
 Address: 100 East Bower Street, Suite 110
 Meridian, ID 83642
 Telephone: (208) 288-1992
 Date: 9/30/2022



CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634

Mike Borzick
GIS Manager Phone:
(208) 287-1726

Date: 3 February 2023
From: Mike Borzick
To: Mayor and City Council
RE: Request to reallocate funds from Fiber and Conduit allocated to connect Kuna East to the New York Water and Sewer assets.

The FY23 budget contains a Capital Improvement Fund line item to Conduit from the New York Booster/Tank site and New York Lift Station to the Kuna East Administration building. With the recent construction pull backs that Meta is facing I feel it is prudent to pull funds from that project and divert those to connecting assets in the city that are deficient of Conduit and Fiber Optics. This would allow our operators to have real time data on assets in our inventory and on assets we are running today versus running conduit and fiber to an area that may not see city run assets for 2-5 years.

The budgetary line item for Conduit: New York Assets to Kuna East Ops – shows \$287,878.79

We currently have invoices from 3C (Conduit and Fiber Contractor) in the amount of - \$39,644.69

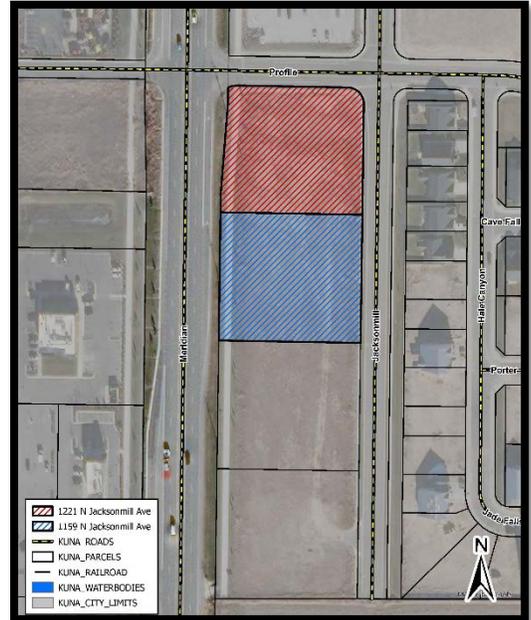
Mike Borzick
GIS Manager

**BEFORE THE PLANNING AND ZONING COMMISSION
OF THE CITY OF KUNA**

IN THE MATTER OF THE APPLICATION OF) **Case No. 22-04-LLA**
)
MERIDIAN SUNRISE PROPERTIES, LLC)
)
For a Lot Line Adjustment of 1159 & 1221 N) **STAFF MEMO FOR LOT LINE**
Jacksonmill Avenue.) **ADJUSTMENT APPLICATION.**

TABLE OF CONTENTS

1. Exhibit List
2. Project Summary
3. Applicants Request
4. Process and Noticing
5. General Project Facts
6. Transportation and Connectivity
7. Staff Analysis
8. Proposed Findings of Fact and Conclusions of Law
9. 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:

<i>DESCRIPTION OF EVIDENCE</i>		Withdrawn	Refused	Admitted
1.1	Staff Memo			X
2.1	P&Z Application Coversheet			X
2.2	Lot Line Adjustment Application			X
2.3	Narrative			X
2.4	Vicinity Map			X
2.5	Deed & Legal Description			X
2.6	Affidavit of Legal Interest			X

2.7	Current Parcel Layout			X
2.8	Proposed Parcel Layout			X
2.9	New Legal Description – 1559 N Jacksonmill Avenue			X
2.10	New Legal Description – 1221 N Jacksonmill Avenue			X
2.11	Proposed Record of Survey for New Parcels			X
2.12	Agency Transmittal			X
2.13	Ada County Highway District (ACHD)			X
2.14	Idaho Transportation Department (ITD)			X
2.15	City Engineer’s Memo			X

II PROJECT SUMMARY

Description	Details
Acreage	2.32
Existing Land Use(s)	C-1 (Neighborhood Commercial)
Future Land Use Designation	Commercial
Proposed Land Use(s)	N/A
Lots (No. and Type)	N/A
Number of Residential Units	N/A
Number of Phases	N/A
Net Density (Dwelling Units per Acre)	N/A

III APPLICANTS REQUEST

- 3.1** Meridian Sunrise Properties, LLC, requests Lot Line Adjustment between 1159 & 1221 N Jacksonmill Avenue (APNs: R0539771320, R0539771300), Section 19, Township 2 North, Range 1 East; to center each building on their individual lots.

IV PROCESS AND NOTICING

- 4.1** Kuna City Code (KCC) [1-14-3](#) states that Lot Line Adjustments are designated as Public Meetings with City Council as the decision-making body. As such, noticing is not required.

V GENERAL PROJECT FACTS

5.1 Site Features

- 5.1.1** The subject sites are located at 1159 & 1221 N Jacksonmill Avenue within the Ashton Estates Subdivision No. 2 and have historically been void of structure until recent development in accordance with Case No. 22-09-DR (Design Review), approved by the Commission July 26, 2022.

5.1.2 The proposed project sites are generally flat and are currently under development. According to the USDA Soil Survey for Ada County, bedrock depth is estimated to be between 20 inches to greater than 60 inches.

5.1.3 Staff are not aware of any environmental issues, health, or safety conflicts beyond being within the Nitrate Priority Area. Idaho Department of Environmental Quality (DEQ) has provided recommendations for surface and groundwater protection practices and requirements for development of the site.

5.2 Surrounding Land Uses

North	C-1	Neighborhood Commercial – Kuna City
South	C-1	Neighborhood Commercial – Kuna City
East	R-6	Medium Density Residential – Kuna City
West	C-1	Neighborhood Commercial – Kuna City

VI TRANSPORTATION AND CONNECTIVITY

6.1 Ada County Highway District (ACHD)

ACHD had no comments on this application.

6.2 Idaho Transportation (ITD)

ITD had no comments on this application.

6.3 Pathways and Trails Master Plan

N/A

VII STAFF ANALYSIS

7.1 Site Layout and Dimensional Standards

The overall site layout was approved by the Commission as part of Case No. 22-09-DR (Design Review), on July 26, 2022. The subject sites are within existing Ashton Estates Subdivision No. 2 and are in compliance with the C-1 (Neighborhood Commercial) dimensional standards found in [KCC 5-3-3](#).

7.2 Parking

Parking was approved by the Commission as part of the overall site plan for Case No. 22-09-DR (Design Review), July 26, 2022.

7.3 Open Space

N/A

7.4 Fencing

N/A

7.4 Public Works

Civil construction plans have been approved and applicable permits have been issued by the Building Department. Per Exhibit 2.15, Public Works staff can support approval of this Lot Line Adjustment request; additionally, the Applicant shall provide a map showing the utilities on the two (2) parcels to verify the existing utilities will not be affected.

7.5 Comprehensive Plan

7.5.1 Goal Area 1: Kuna will be Economically Diverse and Vibrant.

- Goal 1.A.: Ensure Land Use in Kuna will support economic development.
- Goal 1.C.: Attract and Encourage new and existing businesses.
 - Objective 1.C.2.: Create an environment that is friendly to business creation, expansion, and relocation.
 - Policy 1.C.2.d: Ensure infrastructure and public facilities are in place and parcels identified for commercial or industrial are shovel ready.

7.5.2 Goal Area 3: Kuna's land uses will support a desirable, distinctive, and well-designed community.

- Goal 3.D.: Encourage development of housing options and strong neighborhoods.
 - Objective 3.D.1.: Encourage development of housing options for all citizens.
 - Policy 3.D.1.a: Encourage preservation and development of housing that meets demand for household sizes, lifestyles, and settings.
 - Objective 3.D.2.: Create strong neighborhoods through preservation, new development, connectivity, and programming.
 - Policy 3.D.2.d: Work to ensure all neighborhoods in Kuna benefit from good connectivity through sidewalk, pathway and trail, on-street, and transit infrastructure.

7.6 Conclusion:

The requested Lot Line Adjustment is a Developer housekeeping item as they wish to center each of the two (2) previously approved buildings onto their given lot. Upon review, staff finds the requested Lot Line Adjustment to be in compliance with [KCC 1-14-3](#) and [5-16-2](#); and the Kuna Comprehensive Plan.

VIII COUNCIL'S ORDER OF DECISION

Note: These motions are for the Approval, Conditional Approval or Denial of the Lot Line Adjustment application. However, if the Council wishes to Approve or Deny specific parts of these requests as detailed in the report, those changes must be specified.

Based upon the record contained in Case No. 22-04-LLA, including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the Public Hearing the Council hereby (*Approves/Conditionally Approves/Denies*) the Lot Line Adjustment, subject to the following Conditions:

8.1 Staff Recommended Conditions:

None

8.2 Transportation

None

8.3 Site Layout, Dimensional Standards and Parking

None

8.4 Landscape, Open Space and Fencing

None

8.5 Public Works

8.5.1 Applicant shall provide a map to Public Works showing the utilities on the two (2) parcels to verify the existing utilities will not be affected.

8.6 General

8.6.1 Developer/Owner/Applicant shall convey proper easements on the Record of Survey for all utilities in sufficient widths approved by the City Engineer and the Planning and Zoning Department. All easement line work shall be shown on the Record of Survey.

8.6.2 Upon approval of the application by Council, and subject to the Conditions and City Ordinances, the Developer/Owner/Applicant shall have one (1) year to complete the following:

8.6.1.1 Cause the property to be surveyed and provide a copy of the Record of Survey to the Planning and Zoning Department for review, prior to recordation with Ada County.

8.6.1.2 Record the Record of Survey with Ada County.

8.6.1.3 Execute and record the necessary deeds to accomplish the adjustment as approved.

8.6.1.4 Obtain new tax parcel numbers from the Ada County Assessor's Office.

8.6.1.5 Provide copies of the recorded Record of Survey, recorded deeds, and the new tax parcel numbers to the Planning and Zoning Department.

8.6.3 Developer/Owner/Applicant shall follow staff, City Engineer's and other agency recommended requirements as applicable.

8.6.4 Developer/Owner/Applicant shall adhere to all agency and staff requirements and recommendations.

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

DATED this 7th day of February 2023.



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): 22-04-LLA

Project Name: 1159 & 1221 N Jacksonmill

Date Received: 10.19.2022

Date Accepted as Complete: 12.07.2022

Type of review requested (check all that apply):

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

Owner of Record

Name: MERIDIAN SUNRISE PROPERTIES, LLC

Address: 53020 LA TROBE LN. LA QUINTA, CA 92253

Phone: _____ Email: _____

Applicant (Developer) Information

Name: SAME AS ENGINEER

Address: _____

Phone: _____ Email: _____

Engineer/Representative Information

Name: MASON & ASSOCIATES INC.

Address: 924 3RD ST. SOUTH NAMPAN ID 83651

Phone: 208-454-0256 Email: DHOLZHEY@MASONANDASSOCIATES.US

Subject Property Information

Site Address: 1159 & 1221 N. JACKSONMILL AVE

Nearest Major Cross Streets: E. PROFILE DR.

Parcel No.(s): R0539771320 & R0539771300

Section, Township, Range: 5-19 T2N R1E

Property Size: 1.184AC & 1.144AC

Current Land Use: BARE GROUND Proposed Land Use: PROFESSIONAL OFFICES

Current Zoning: C-1 Proposed Zoning: C-1

Project Description

Project Name: _____

General Description of Project: LOTS 1 & 2 BLOCK 12 OF ASHTONS ESTATES
SUB. NO. 2

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: _____

Residential Project Summary (If Applicable)

Are there existing buildings? YES NO

If YES, please describe: _____

Will any existing buildings remain? YES NO

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

No. of Common Lots: _____ No. of Other Lots: _____

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

- Single-Family Townhomes Duplexes Multi-Family
- Other: _____

Minimum square footage of structure(s): _____

Gross Density (Dwelling Units ÷ Total Acreage): _____

Net Density (Dwelling Units ÷ Total Acreage not including Roads): _____

Percentage of Open Space provided: _____ Acreage of Open Space: _____

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

Non-Residential Project Summary (If Applicable)

Number of building lots: 2 Other lots: 0

Gross floor area square footage: 14,283 SQ.FT. Existing (if applicable): N/A

Building height: 26'2 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: 5 Dimensions: 9 x 20 w/ 9 x 20 MATCH AREA

Regular parking spaces: 124 Dimensions: 9 x 20

Width of driveway aisle: 23.65'

Proposed lighting: LIGHT POLES

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 to you for application attachments to be uploaded to the cloud.



Lot Line Adjustment Application



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

A Lot Line Adjustment request does not require a public hearing & will be scheduled for a regular City Council meeting as a regular agenda item.

Office Use Only	
Case No(s):	<u>22-04-LLA</u>
Project Name:	<u>1559 & 1221 N Jacksonmill (Dr. Phan)</u>
Date of Pre-Application Meeting:	<u>Valid for three (3) months, unless otherwise determined by staff</u>
Date Received:	<u>10.19.2022</u>
Date Accepted as Complete:	<u>12.07.2022</u>

All applications must contain one (1) copy of the following (digital documents preferred):

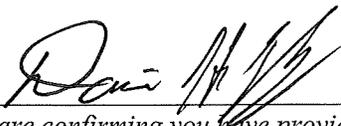
- ✓ Complete Planning & Zoning Application Coversheet
- ✓ Detailed submittal letter explaining how the project enhances and beautifies the community and types of services the project will provide and/or the reason for the Lot Line Adjustment
- ✓ Legal description of the property: Include a metes & bounds description to the section line of all adjacent roadways, stamped & signed by a registered professional land surveyor with a calculated closure sheet & a map showing the boundaries of the legal description
- ✓ Proof of ownership: A copy of your deed and Affidavit of Legal Interest for all interested parties
- ✓ Vicinity Map: 8.5" x 11" showing streets, driveways, property lines, etc.
- ✓ Sketch showing the proposed Lot Line Adjustment, include: Current lot size dimensions, square footage & street frontage; proposed new location of the Lot Line & new dimensions, square footages & street frontages; streets, surrounding land uses, etc.; and existing and proposed public improvements including sidewalks, streets, lighting, landscaping, natural features, etc. (if applicable)

This application shall not be considered complete nor will a meeting date be set, 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 & any other necessary information 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: 10/19/22
 By signing, you are confirming you have provided all required items listed on this application.



Professional Engineers, Land Surveyors and Planners

924 3rd St. So. Nampa, ID 83651

Ph (208) 454-0256 Fax (208) 467-4130

e-mail: dholzhey@masonandassociates.us

FOR: Dr. Phan
JOB NO.: MY0322
DATE: October 19, 2022

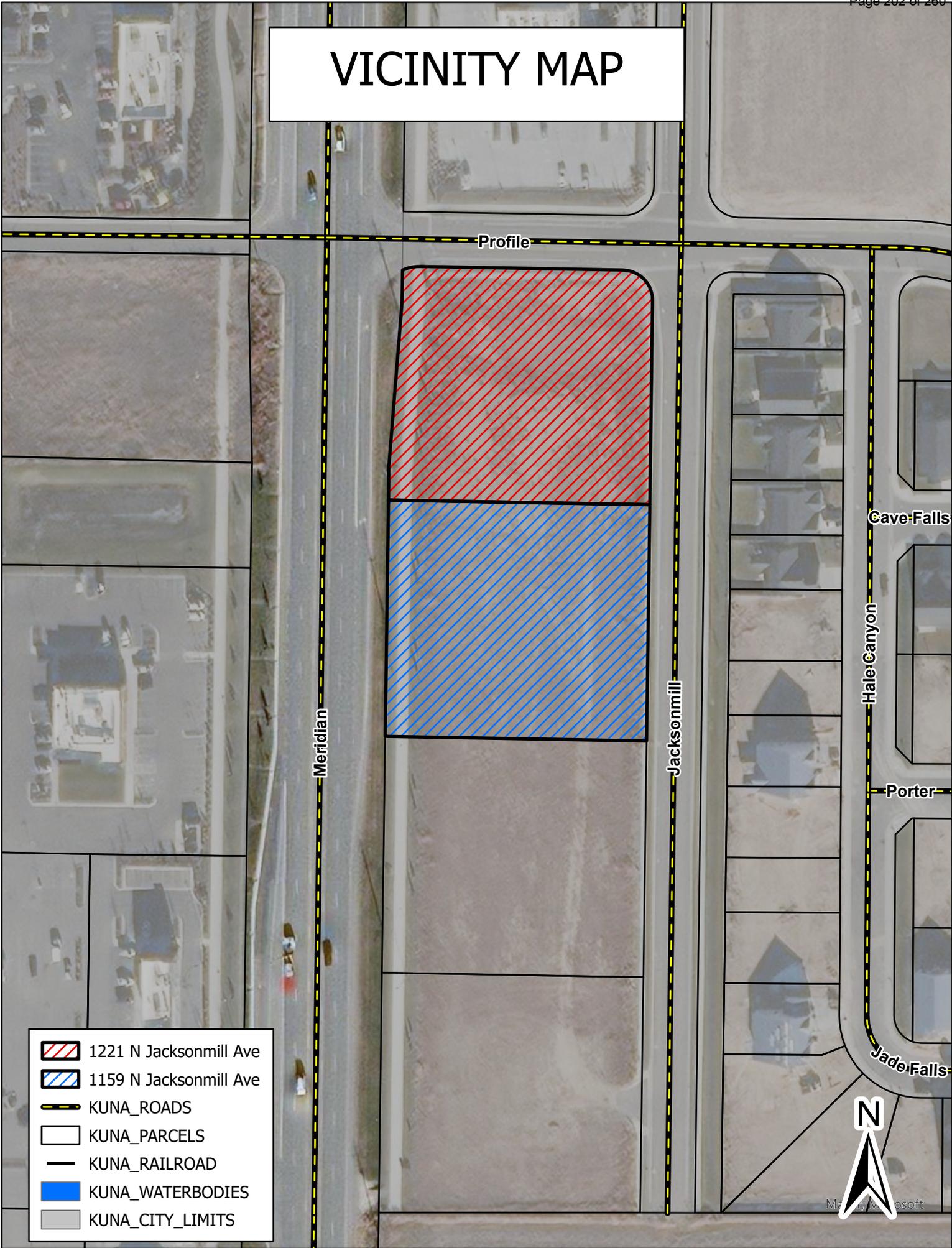
**LOT LINE ADJUSTMENT
LETTER**

A lot line adjustment between Lots 1 & 2 Block 12 of Ashton Estates Subdivision No. 2 as recorded in Book 116 of Plats at Pages 17575-17578 in the Ada County Recorder's Office situated in a portion of Government Lots 1 & 2 of Section 19, Township 2 North, Range 1 East, Boise Meridian, City of Kuna, Ada County Idaho.

The purpose of this lot line adjustment is to move the property line common to Lots 1 & 2 northerly. So that the adjusted property line will be of equal distances from the buildings being proposed.



VICINITY MAP



Profile

Meridian

Jacksonmill

Cave Falls

Hale Canyon

Porter

Jade Falls

-  1221 N Jacksonmill Ave
-  1159 N Jacksonmill Ave
-  KUNA_ROADS
-  KUNA_PARCELS
-  KUNA_RAILROAD
-  KUNA_WATERBODIES
-  KUNA_CITY_LIMITS



ADA COUNTY RECORDER Phil McGrane
BOISE IDAHO Pgs=2 CHE FOWLER
FIDELITY NATIONAL TITLE - BOISE

2021-072667
05/06/2021 03:23 PM
\$15.00



Escrow No.: **THIS INSTRUMENT FILED FOR RECORD
BY FIDELITY NATIONAL TITLE AS AN
ACCOMMODATION ONLY. IT HAS NOT
BEEN EXAMINED AS TO ITS EXECUTION
OR AS TO ITS AFFECT UPON THE TITLE.**

QUITCLAIM DEED

FOR VALUE RECEIVED

Steve Phan and Kristina Pham, husband and wife

do(es) hereby convey, release and forever quitclaim unto:

Meridian Sunrise Properties, LLC, a limited liability company as to an undivided 95% interest and Steve Phan and Kristina Pham, Grantors-Trustees of the SKP Sunrise Management Trust dated April 14, 2021 as to an undivided 5% interest

whose current address is 53020 La Trobe Lane, La Quinta, CA 92253, the following described premises, to-wit:

For APN/Parcel ID(s): R0539771300 and R0539771320

Lots 1 and 2 in Block 12 of Ashton Estates Subdivision No. 2, according to the official plat thereof, filed in Book 116 of Plats at Page(s) 17575-17578, records of Ada County, Idaho.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Date: May 4, 2021

Steve Phan

Kristina Pham

STATE OF _____, COUNTY OF _____, -SS.

On this ____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Steve Phan and Kristina Pham known or identified to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she/they executed the same.

Signature: _____
Name: _____
Residing at: _____
My Commission Expires: _____

see attachment.

(SEAL)

This certificate is attached to a 1 page document dealing with/entitled quitclaim deed and dated 5/4/21.

California ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

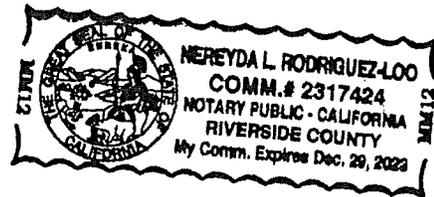
On May 4th 2021 before me,

Nereyda L. Rodriguez - Loo (Notary Public) (here insert name and title of the officer),

personally appeared Stephen and Kristina Pham, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies) and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature] (Seal)

Property Master

November 22, 2022

**2022 - R0539771320**

Property Information

Status: **Active** Code Area: **04**
 Property Type: **Real**

Property Location

Address: **1159 N JACKSONMILL AVE**
KUNA ID 83634-0000

Owner Information

Name: **MERIDIAN SUNRISE PROPERTIES LLC**
 Mailing Address: **11700 W CHARLESTON BLVD # 170-335**
LAS VEGAS NV 89135-0000

Add'l Owner(s): **SKP SUNRISE MANAGEMENT TRUST 04/14/20**
PHAM KRISTINA TRUSTEE
PHAN STEVE TRUSTEE

Group Type: **SUB**
 Group #: **053977**
 Group Description: **ASHTON ESTATES SUB NO 02**
 Zoning: **C-1**
 Township/Range/Section: **2N 1E 19**
 Tax Parcel Location: **LOT 02 BLK 12**
ASHTON ESTATES SUB NO 02

Appraiser Information

Name: **Elliott Graham** Phone: **(208) 287-7250**
 Email: **egraham@adacounty.id.gov**

Property Values

Status	State Category Code	Acres	Assessed Value	Assessment Roll	Property Occupancy	Valuation Method
Active	210	1.184	613,700 613,700	Property Roll	Non-Occupancy	BOE
			613,700			

Property Master

November 22, 2022



2022 - R0539771300

Property Information

Status: **Active** Code Area: **04**
 Property Type: **Real**

Property Location

Address: **1221 N JACKSONMILL AVE**
KUNA ID 83634-0000

Owner Information

Name: **MERIDIAN SUNRISE PROPERTIES LLC**
 Mailing Address: **11700 W CHARLESTON BLVD # 170-335**
LAS VEGAS NV 89135-0000

Group Type: **SUB**
 Group #: **053977**
 Group Description: **ASHTON ESTATES SUB NO 02**
 Zoning: **C-1**

Add'l Owner(s): **SKP SUNRISE MANAGEMENT TRUST 04/14/20**
PHAN STEVE TRUSTEE
PHAM KRISTINA TRUSTEE

Township/Range/Section: **2N 1E 19**
 Tax Parcel Location: **LOT 01 BLK 12**
ASHTON ESTATES SUB NO 02

Appraiser Information

Name: **Elliott Graham** Phone: **(208) 287-7250**
 Email: **egraham@adacounty.id.gov**

Property Values

Status	State Category Code	Acres	Assessed Value	Assessment Roll	Property Occupancy	Valuation Method
Active	210	1.144	593,000	Property Roll	Non-Occupancy	BOE
			593,000			
			<hr/> 593,000			

CALIFORNIA JURAT WITH AFFIANT STATEMENT

GOVERNMENT CODE § 8202

- See Attached Document (Notary to cross out lines 1-6 below)
- See Statement Below (Lines 1-6 to be completed only by document signer[s], not Notary)

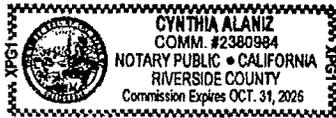
Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
 County of Riverside

Subscribed and sworn to (or affirmed) before me
 on this 30th day of March, 2022,
 by Steve Phan
 (1) _____



(and (2) _____),
Name(s) of Signer(s)

proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal and/or Stamp Above

OPTIONAL

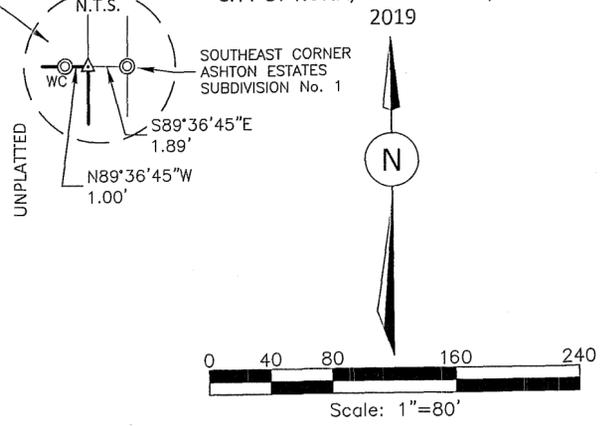
Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Affidavit of Legal Interest
 Document Date: 3/30/22 Number of Pages: 1
 Signer(s) Other Than Named Above: NO OTHER SIGNER

PLAT OF ASHTON ESTATES SUBDIVISION No. 2

A PARCEL OF LAND SITUATED IN A PORTION OF GOVERNMENT LOTS 1 AND 2 OF SECTION 19, TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO.

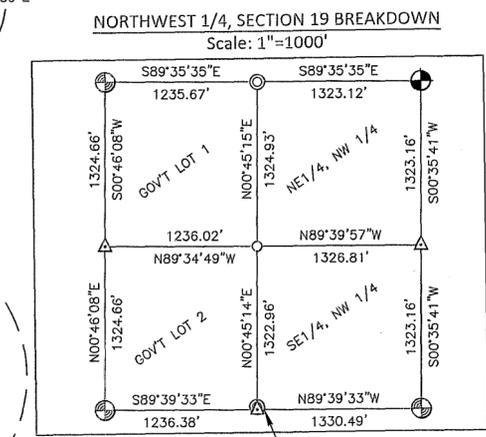
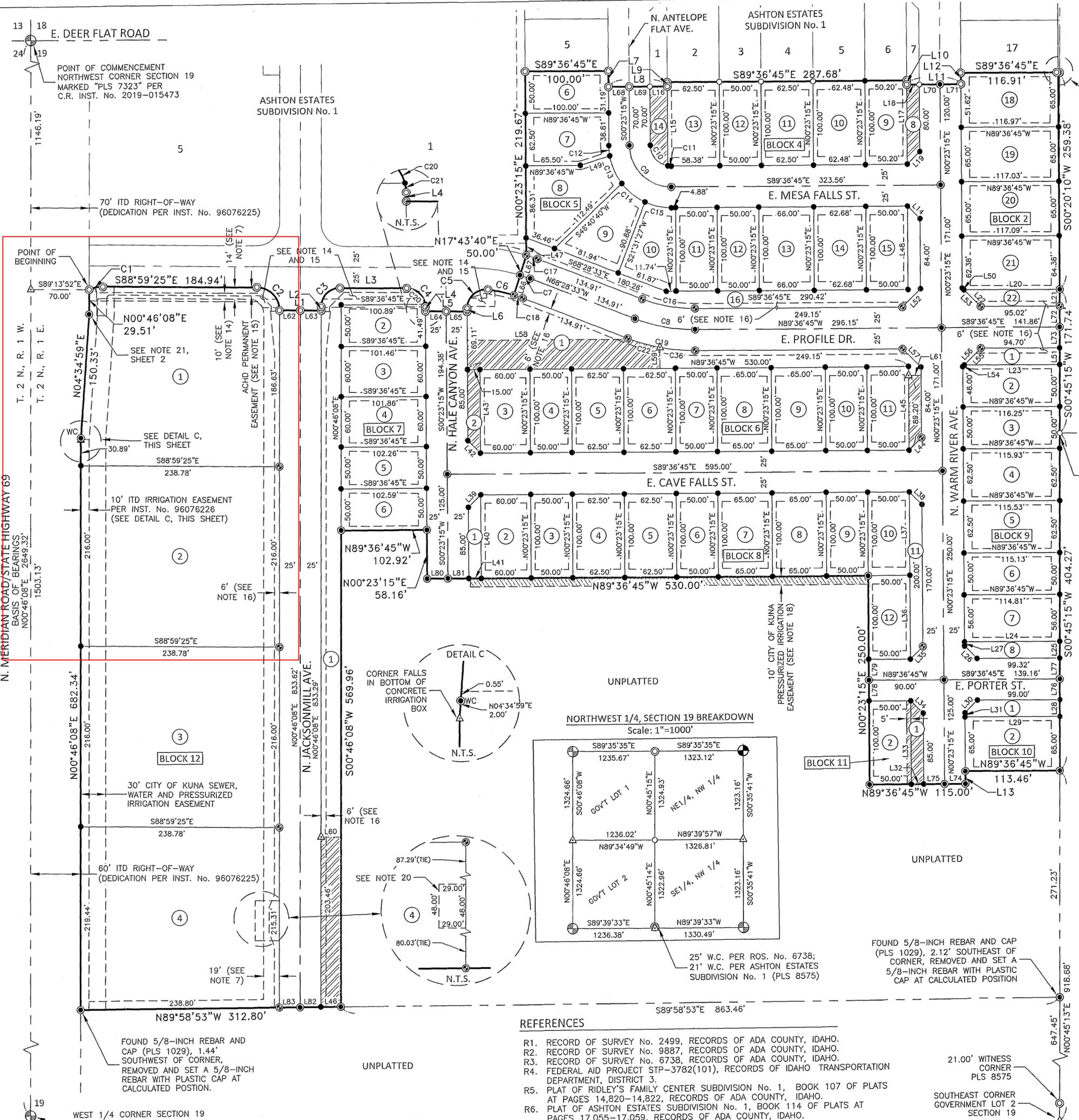


SHEET INDEX

- SHEET 1 - SUBDIVISION PLAT MAP
- SHEET 2 - NOTES, DETAILS AND LINE AND CURVE TABLES
- SHEET 3 - CERTIFICATE OF OWNERS
- SHEET 4 - CERTIFICATES AND APPROVALS

LEGEND

- SUBDIVISION BOUNDARY LINE
- SUBDIVISION LOT LINE
- SECTION LINE
- ADJACENT BOUNDARY LINE
- ROAD CENTERLINE
- EASEMENT LINE AS NOTED
- SURVEY TIE LINE
- FOUND BRASS CAP MONUMENT
- FOUND ALUMINUM CAP MONUMENT
- FOUND 5/8" REBAR WITH PLASTIC CAP MARKED "KSK 16662" UNLESS OTHERWISE NOTED
- FOUND 1/2" REBAR WITH PLASTIC CAP MARKED "KSK 16662" UNLESS OTHERWISE NOTED
- SET 5/8" X 24" REBAR WITH PLASTIC CAP MARKED "KSK 16662"
- SET BRASS PLUG MONUMENT WITH MAGNET MARKED "KSK 16662"
- SET 1/2" X 24" REBAR WITH PLASTIC CAP MARKED "KSK 16662"
- WC WITNESS CORNER, AS NOTED
- △ CALCULATED POINT
- 13 LOT NUMBER
- BLOCK 1 BLOCK NUMBER
- 1 ADJACENT SUBDIVISION LOT NUMBER
- CITY OF KUNA PRESSURIZED IRRIGATION EASEMENT, SEE NOTE 18
- EASEMENT AREA AS DEFINED IN DETAILS ON SHEET 2
- ACHD STORM DRAINAGE EASEMENT, SEE NOTE 13



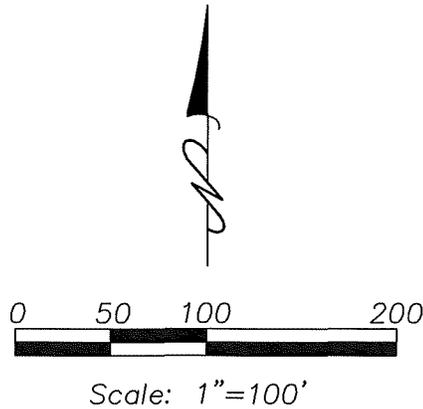
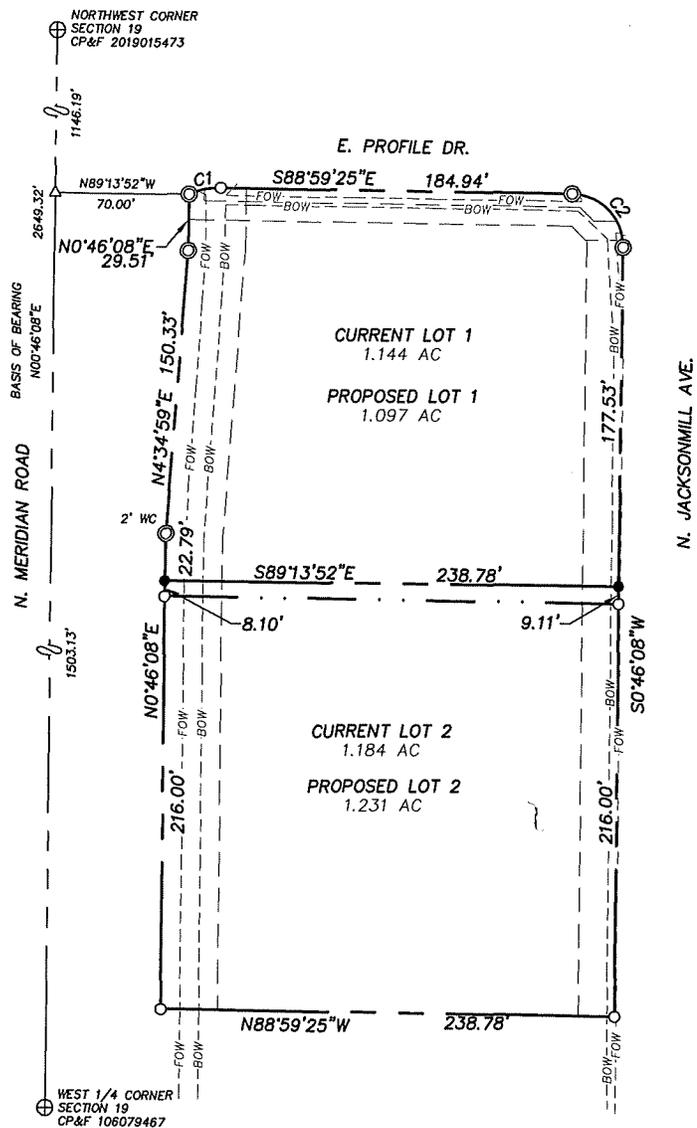
- REFERENCES**
- R1. RECORD OF SURVEY No. 2499, RECORDS OF ADA COUNTY, IDAHO.
 - R2. RECORD OF SURVEY No. 9887, RECORDS OF ADA COUNTY, IDAHO.
 - R3. RECORD OF SURVEY No. 6738, RECORDS OF ADA COUNTY, IDAHO.
 - R4. FEDERAL AID PROJECT STP-3782(101), RECORDS OF IDAHO TRANSPORTATION DEPARTMENT, DISTRICT 3.
 - R5. PLAT OF RIDLEY'S FAMILY CENTER SUBDIVISION No. 1, BOOK 107 OF PLATS AT PAGES 14,820-14,822, RECORDS OF ADA COUNTY, IDAHO.
 - R6. PLAT OF ASHTON ESTATES SUBDIVISION No. 1, BOOK 114 OF PLATS AT PAGES 17,055-17,059, RECORDS OF ADA COUNTY, IDAHO.
 - R7. AMENDED RECORD OF SURVEY No. 11677, RECORDS OF ADA COUNTY, IDAHO.



DEVELOPER
SDN, LLC
BOISE, IDAHO

LOT LINE ADJUSTMENT SKETCH

LOTS 1 & 2 BLOCK 12 OF ASHTON ESTATES SUBDIVISION NO. 2



LEGEND

- △ CALCULATED POINT
- ⊕ FOUND ALUMINUM CAP MONUMENT
- FOUND 1/2" IRON PIN
- ⊙ FOUND 5/8" IRON PIN
- SET 1/2" X 24" IRON PIN W/ PLASTIC CAP PLS 9366
- WC WITNESS CORNER
- — — — — PROPERTY LINE
- · · — — — ORIGINAL LOT LINE
- · · · — — SECTION LINE
- · · · · — EASEMENT LINE
- · FOW · — — — EXISTING FACE OF SIDEWALK
- · · BOW · — — — EXISTING BACK OF SIDEWALK

Curve Table						
Curve #	Length	Radius	Delta	Chord Direction	Chord Length	Tangent
C1	16.95	39.50	24°35'10"	N78°42'55"E	16.82	8.61
C2	43.08	27.50	89°45'43"	S44°06'38"E	38.81	27.39

DR. PHAN

LOT LINE ADJUSTMENT SKETCH

Mason & Associates

Professional Engineers,
Land Surveyors
& Planners

924 3rd St. South, Nampa, ID 83651
(208) 454-0256 Fax (208) 487-4130

JOB NO.	MY0322	
DWG NO.	MY0322 SKETCH	
SCALE:	1" = 100'	REV.
FIELD BOOK NO.		
DRAWN BY:	DATE:	SHEET
CS	10/18/22	1 of 1



Professional Engineers, Land Surveyors and Planners

924 3rd St. So. Nampa, ID 83651
 Ph (208) 454-0256 Fax (208) 467-4130

e-mail: dholzhey@masonandassociates.us

FOR: Dr. Phan
 JOB NO.: MY0322
 DATE: July 21, 2022

PARCEL 1

A parcel of land being a portion of Lot 1 Block 12 of Ashton Estates Subdivision No. 2 as recorded in Book 116 of Plats at Pages 17575-17578 in the Ada County Recorder's Office situated in a portion of Government Lots 1 & 2 of Section 19, Township 2 North, Range 1 East, Boise Meridian, Ada County Idaho, more particularly described as follows:

Commencing at the west quarter corner of Section 19;

Thence N 00° 46' 08" E., 1503.13 feet along the west boundaries of Government Lots 1 & 2;

Thence S 89° 13' 52" E., 70.00 feet perpendicular to said west boundary to the northwest corner of said Lot 1 and the **POINT OF BEGINNING**;

Thence along the northerly and easterly boundary of said Lot 1 the following courses and distances;

Thence 16.95 feet along a curve right, having a radius of 39.50 feet, a central angle of 24° 35' 10", the long chord of which bears N 78° 42' 55" E., a distance of 16.82 feet;

Thence S 88° 59' 25" E., 184.94 feet to the beginning of a curve;

Thence 43.08 feet along a curve right, having a radius of 27.50 feet, a central angle of 89° 45' 43", the long chord of which bears S 44° 06' 38" E., a distance of 38.81 feet;

Thence S 00° 46' 08" W., 177.53 feet;



Thence leaving the easterly boundary of Lot 1, N 89° 13' 52" W., 238.78 feet to a point on the westerly boundary Lot 1;

Thence N 00° 46' 08" E., 22.79 feet along the westerly boundary of Lot 1;

Thence N 04° 34' 59" E., 150.33 feet along the westerly boundary of Lot 1;

Thence N 00° 46' 08" E., 29.51 feet along the westerly boundary of Lot 1 to the **POINT OF BEGINNING**.

This parcel contains 1.097 acres more or less.

SUBJECT TO: All existing rights of way and easements of record or implied appearing on the above-described parcel of land.





Professional Engineers, Land Surveyors and Planners

924 3rd St. So. Nampa, ID 83651
 Ph (208) 454-0256 Fax (208) 467-4130

e-mail: dholtzhey@masonandassociates.us

FOR: Dr. Phan
 JOB NO.: MY0322
 DATE: July 21, 2022

PARCEL 2

A parcel of land being all of Lot 2 and a portion of Lot 1 Block 12 of Ashton Estates Subdivision No. 2 as recorded in Book 116 of Plats at Pages 17575-17578 in the Ada County Recorder's Office situated in a portion of Government Lots 2 of Section 19, Township 2 North, Range 1 East, Boise Meridian, Ada County Idaho, more particularly described as follows:

Commencing at the west quarter corner of Section 19;

Thence N 00° 46' 08" E., 1503.13 feet along the west boundaries of Government Lots 1 & 2;

Thence S 89° 13' 52" E., 70.00 feet perpendicular to said west boundary to the northwest corner of said Lot 1;

Thence along the westerly boundary of Lot 1 the following courses and distances;

Thence S 00° 46' 08" W., 29.51 feet;

Thence S 04° 34' 59" W., 150.33 feet;

Thence N 00° 46' 08" E., 22.79 feet the **POINT OF BEGINNING**;

Thence leaving the westerly boundary of Lot 1, S 89° 13' 52" E., 238.78 feet to a point on the easterly boundary Lot 1;

Thence S 00° 46' 08" W., 9.11 feet along the easterly boundary of Lot 1 to the northeast corner of Lot 2;



Thence S 00° 46' 08" W., 216.00 feet along the easterly boundary of Lot 2 to the southeast corner of Lot 2;

Thence N 88° 59' 25" W., 238.78 feet along the southerly boundary of Lot 2 to the southwest corner of Lot 2;

Thence N 00° 46' 08" E., 216.00 feet along the westerly boundary of Lot 2 to the northwest corner of Lot 2;

Thence N 00° 46' 08" E., 8.10 feet along the westerly boundary of Lot 1 to the **POINT OF BEGINNING**.

This parcel contains 1.231 acres more or less.

SUBJECT TO: All existing rights of way and easements of record or implied appearing on the above-described parcel of land.



RECORD OF SURVEY NO.

LOTS 1 & 2 BLOCK 12 OF ASHTON ESTATES SUBDIVISION NO. 2
SITUATED IN GOVERNMENT LOTS 1 AND 2, SECTION 19,
T. 2 N., R. 1 E., B.M.,
ADA COUNTY, IDAHO
2022

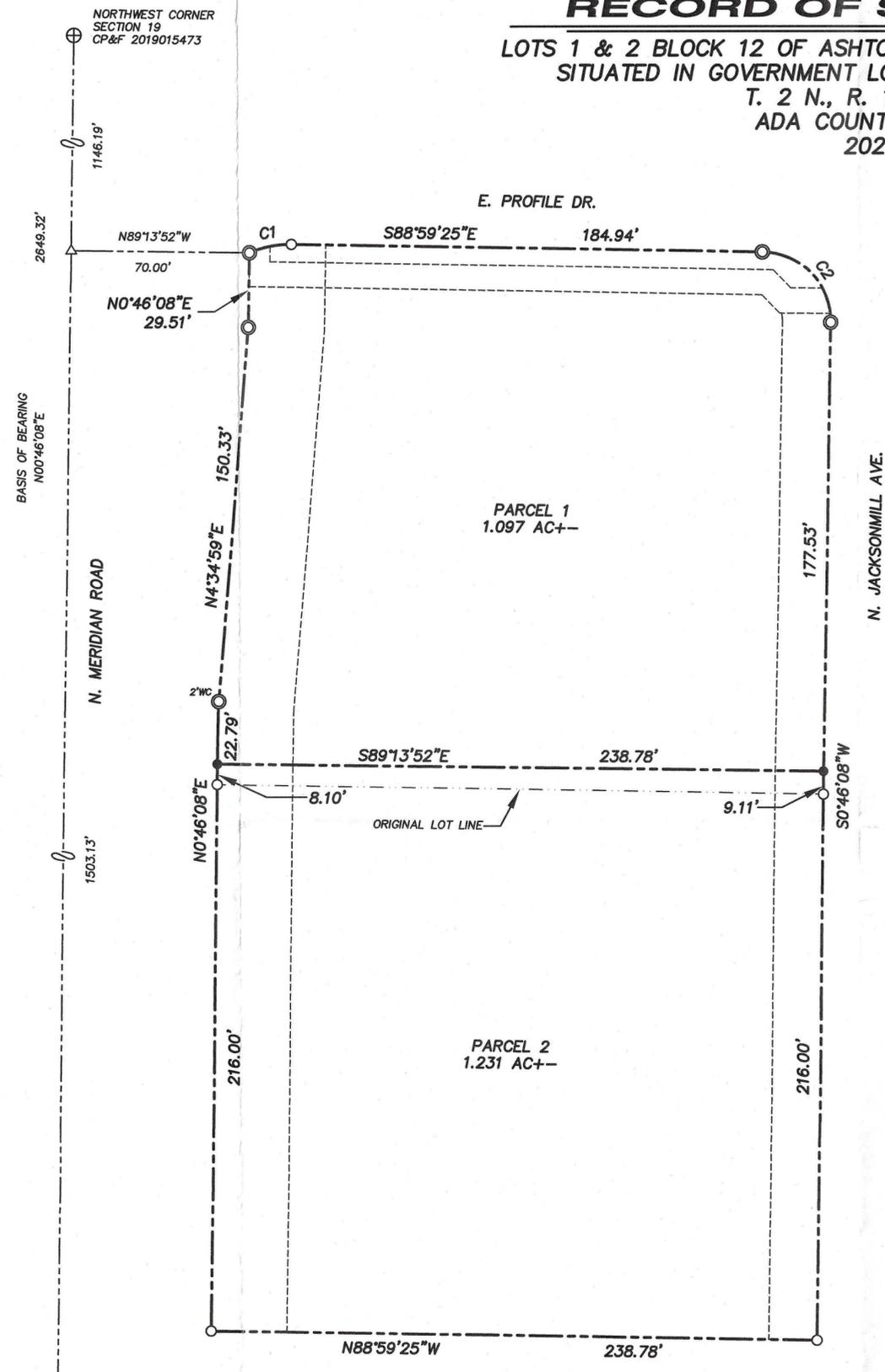
RECORDERS CERTIFICATE

STATE OF IDAHO } ss
COUNTY OF ADA }

Filed for record at the request of _____
_____ Min. past _____ o'clock _____ M. this _____ day of _____, 20____
J. DAVID NAVARRO, Recorder

By _____ Deputy

INSTRUMENT NO. _____



LEGEND

- △ CALCULATED POINT
- ⊕ FOUND ALUMINUM CAP MONUMENT
- FOUND 1/2" IRON PIN
- ⊙ FOUND 5/8" IRON PIN
- SET 1/2" X 24" IRON PIN W/ PLASTIC CAP PLS 9366
- WC WITNESS CORNER
- RM REFERENCE MONUMENT
- LOT LINE
- NEW PARCEL LINE
- SECTION LINE
- EASEMENTS SHOWN PER ASHTON ESTATES SUB. NO. 2
- ORIGINAL LOT LINE

CERTIFICATE OF SURVEYOR

I, Darin Holzhey do hereby certify that I am a Professional Land Surveyor licensed by the State of Idaho, and that this Record of Survey correctly represents a survey made by me or under my direct supervision in conformance with Idaho Code 31-2709, 1947 and accepted procedures of land surveying. I further certify that I have complied with Title 55, Chapter 16, Idaho Code.

Darin Holzhey



P.L.S. License No. 9366

NARRATIVE

THIS SURVEY WAS DONE TO ADJUST THE LOT LINE BETWEEN LOTS 1 & 2 OF ASHTON ESTATES SUBDIVISION NO.2 AS SHOWN.

RECORD DATA

ASHTON ESTATES SUBDIVISION
NO.2 BOOK OF PLATS 116 AT
PAGES 17575-17578

INDEX NO. 211-19-04-00-00-0

SURVEY FOR:	
DR. PHAN	
Professional Engineers, Land Surveyors & Planners <small>924 3rd St. South, Nampa, ID 83851 (208) 454-0256 Fax (208) 467-4130</small>	JOB NO. MY0322 DWG NO. MY0322ROS SCALE: 1" = 40' REV. △ FIELD BOOK NO. _____ DRAWN BY: DH DATE: 7/27/2022

The recording of this Record of Survey does not enable the owners of the Parcels to convey ownership based solely on this map. A written conveyance must accompany such change in ownership. This Record of Survey does not serve as a legal description for the property shown on this map.

This drawing does not necessarily show all of the physical features of the property. Mason & Associates, Inc. assumes no liability for present or future compliance or non-compliance with governing jurisdictions restrictions pertaining to building permits, vehicle access permits or septic permits.

From: [Jessica Reid](#)
To: [PWoffice](#); [Catherine Feistner](#); ["Ada County Engineer"](#); [ACHD](#); [ACHD - Mindy Wallace](#); ["Brent Moore \(Ada County\)"](#); [ITD](#); ["Idaho Power Easements"](#); ["Idaho Power Easements 2"](#); ["Paris Dickerson"](#)
Cc: [Doug Hanson](#)
Subject: 22-04-LLA 1159 & 1221 N Jacksonmill Ave Agency Transmittal
Date: Thursday, December 8, 2022 1:28:07 PM
Attachments: [image001.png](#)

Agency Transmittal – December 7, 2022

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

CASE NUMBER(S):	22-04-LLA (Lot Line Adjustment) 1159 & 1221 N Jacksonmill Ave
PROJECT DESCRIPTION	Applicant requests approval to adjust the lot line between 1159 & 1221 N Jacksonmill Avenue, approximately 9-feet north so that it is more equidistant to each structure. The subject sites are located at 1159 & 1221 N Jacksonmill Avenue (APNs: R0539771320, R0539771300); Section 19, Township 2 North, Range 1 East.
SITE LOCATION(S)	1159 & 1221 N Jacksonmill Ave. Kuna, Idaho 83634
REPRESENTATIVE	Mason & Associates, Inc. dholzhey@masonandassociates.us
SCHEDULED HEARING DATE	Tuesday, February 7, 2023 , at 6:00 PM, Kuna City Hall Council Chambers, 751 W 4 th Street, Kuna, ID 83634
STAFF CONTACT	Jessica Reid Associate Planner jreid@kunaid.gov
PROJECT PACKET LINK	https://www.kunacity.id.gov/DocumentCenter/View/8327/1159-and-1221-N-Jacksonmill-Ave-Lot-Line-Adjustment-PDF
<ul style="list-style-type: none"> • The above referenced Case may have potential impacts on which your agency may wish to comment. • <i>Please provide comments within 15 days; if your agency needs additional time for review, please notify our office ASAP.</i> We would appreciate any information as to how this action would affect the service(s) your agency provides. • If your agency requires additional information in order for you to complete your review, please notify our office and we will do our best to provide it. • If you have received this notification in error or if a different individual should be receiving this transmittal, please notify our office who future packets should be sent to, including their email address. 	

From: [Mindy Wallace](#)
To: [Jessica Reid](#)
Subject: RE: 22-04-LLA 1159 & 1221 N Jacksonmill Ave Agency Transmittal
Date: Friday, December 9, 2022 9:50:00 AM
Attachments: [image001.png](#)

Hi Jessica,

ACHD has no comments on this application.

Mindy

Mindy Wallace, AICP
 Planning Review Supervisor
 Development Services
 208-387-6178

From: Jessica Reid <jreid@kunaid.gov>
Sent: Thursday, December 8, 2022 1:28 PM
To: PWoffice <PWoffice@kunaid.gov>; cfeistner@kunaid.gov; 'Ada County Engineer' <agilman@adaweb.net>; PlanningReview <PlanningReview@achdidaho.org>; Mindy Wallace <Mwallace@achdidaho.org>; 'Brent Moore (Ada County)' <bmoore@adacounty.id.gov>; ITD <D3Development.Services@itd.idaho.gov>; 'Idaho Power Easements' <easements@idahopower.com>; 'Idaho Power Easements 2' <kfunke@idahopower.com>; 'Paris Dickerson' <PDickerson@idahopower.com>
Cc: dhanson@kunaid.gov
Subject: 22-04-LLA 1159 & 1221 N Jacksonmill Ave Agency Transmittal

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Agency Transmittal – December 7, 2022

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SITE LOCATION(S)	1159 & 1221 N Jacksonmill Ave. Kuna, Idaho 83634
REPRESENTATIVE	Mason & Associates, Inc. dholzhey@masonandassociates.us

From: [Niki Benyakhlef](#)
To: [Jessica Reid](#)
Subject: FW: 22-04-LLA 1159 & 1221 N Jacksonmill Ave Agency Transmittal
Date: Friday, December 9, 2022 10:18:52 AM
Attachments: [image001.png](#)

Hello Jessica –

ITD has no comments on the Lot Line Adjustment at this time.

Thanks!



Niki Benyakhlef
Development Services Coordinator

District 3 Development Services
 O: 208.334.8337
 C: 208.296.9750
 Email: niki.benyakhlef@itd.idaho.gov
 Website: itd.idaho.gov

From: Jessica Reid <jreid@kunaid.gov>
Sent: Thursday, December 8, 2022 1:28 PM
To: PWoffice <PWoffice@kunaid.gov>; Catherine Feistner <cfeistner@kunaid.gov>; 'Ada County Engineer' <agilman@adaweb.net>; ACHD <planningreview@achdidaho.org>; ACHD - Mindy Wallace <mwallace@achdidaho.org>; 'Brent Moore (Ada County)' <bmoore@adacounty.id.gov>; D3 Development Services <D3Development.Services@itd.idaho.gov>; 'Idaho Power Easements' <easements@idahopower.com>; 'Idaho Power Easements 2' <kfunke@idahopower.com>; 'Paris Dickerson' <PDickerson@idahopower.com>
Cc: Doug Hanson <dhanson@kunaid.gov>
Subject: 22-04-LLA 1159 & 1221 N Jacksonmill Ave Agency Transmittal

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Agency Transmittal – December 7, 2022

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SITE LOCATION(S)	1159 & 1221 N Jacksonmill Ave. Kuna, Idaho 83634
REPRESENTATIVE	Mason & Associates, Inc. dholzhey@masonandassociates.us



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

MEMORANDUM

To: Doug Hanson - Planning and Zoning Director
From: Brady Barroso - Engineering Technician I
Catherine Feistner - Assistant City Engineer
Date: 30 January 2023
RE: Public Works Comments
1159 & 1221 N Jacksonmill Ave, 22-04-LLA (Lot Line Adjustment)

The 1159 & 1221 N Jacksonmill Ave properties, 22-04-LLA, lot line adjustment request dated 7 December 2022 has been reviewed. The applicant wishes to adjust the lot line between the two properties approximately 9 feet to the north. These comments apply to the application as they affect public works infrastructure. Review of civil design drawings is accomplished separately, when received.

Public Works shall receive a map showing the utilities on the two properties to verify existing utilities will not be affected. Coordination and approval from Central District Health is required. Public Works staff can support approval of this application.

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

BEFORE THE CITY COUNCIL OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATION OF) **Case No. 22-06-LS**
)
KUNA STORAGE PARTNERS, LLC)
) **STAFF MEMO FOR LOT SPLIT**
For Lot Split of 7910 S Meridian Road.) **APPLICATION.**

TABLE OF CONTENTS

1. Exhibit List
2. Project Summary
3. Applicants Request
4. Process and Noticing
5. General Project Facts
6. Transportation and Connectivity
7. Staff Analysis
8. Council’s Order of Decision



**I
EXHIBIT LIST**

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

1.1 Exhibits:

<i>DESCRIPTION OF EVIDENCE</i>		Withdrawn	Refused	Admitted
1.1	Staff Memo			X
2.1	P&Z Application Coversheet			X
2.2	Lot Split Application			X
2.3	Narrative			X
2.4	Vicinity Map			X
2.5	Deed			X
2.6	Legal Description			X
2.7	Lot Split History			X
2.8	Proposed Lot Split			X
2.9	Agency Transmittal			X

2.10	Ada County Highway District			X
2.11	Idaho Transportation Department			X
2.12	City Engineer's Memo			X

II PROJECT SUMMARY

Description	Details
Acreage	16.44
Existing Land Use(s)	C-1 (Neighborhood Commercial)
Future Land Use Designation	Commercial
Proposed Land Use(s)	Commercial
Lots (No. and Type)	2 Commercial
Number of Residential Units	N/A
Number of Phases	N/A
Net Density (Dwelling Units per Acre)	N/A

III APPLICANTS REQUEST

- 3.1** Applicant requests to split 7910 S Meridian Road (APN: S140633611) into two (2) parcels to provide the Northwest Lineman College with safer vehicular access to the campus; Section 6, Township 2 North, Range 1 East.

IV PROCESS AND NOTICING

- 4.1** Kuna City Code (KCC) [1-14-3](#) states that Lot Splits are designated as Public Meetings with the Council as the decision-making body; as such this application did not require public notice.
- 4.1.1** Agency Transmittal: December 23, 2022

V GENERAL PROJECT FACTS

5.1 Site Features

- 5.1.1** The subject site is located within City Limits at 7910 S Meridian Road. Historically, the subject site has been used as a church campus and bare land.
- 5.1.2** The subject site contains general weeds, has an estimated average slope of 0 – 0.9%, and according to the USDA Soil Survey for Ada County, bedrock depth is estimated to be greater than 60-inches.
- 5.1.3** Staff are not aware of any environmental issues, health or safety conflicts beyond the site being within the Nitrate Priority Area. Idaho Department of Environmental Quality (DEQ) has provided recommendations for surface and groundwater protection practices and requirements for development of the site.

5.2 Surrounding Land Uses

North	RR	Rural Residential – Ada County
South	RR	Rural Residential – Ada County
	R1	Estate Residential – Ada County
East	RUT	Rural Urban Transition – Ada County
West	A	Agricultural – City of Kuna

VI TRANSPORTATION AND CONNECTIVITY

6.1 Ada County Highway District (ACHD)

The Applicant has been in contact with ACHD regarding this matter; however, ACHD had no comments on this application.

6.2 Idaho Transportation (ITD)

ITD had no comments on this application beyond confirming the Northwest Lineman College intended to keep their existing ingress/egress to Meridian Road/Hwy 69.

6.3 Pathways and Trails Master Plan

The Pathways Master Plan Map indicates no future trail or pathway on the site.

VII STAFF ANALYSIS

7.1 Site Layout and Dimensional Standards

The subject site is proposed to be split into two (2) parcels with Parcel 1 being approximately 11.7 acres, and Parcel 2 being approximately 5.5 acres; both future parcels will exceed minimum lot size requirements for the C-1 zone as listed in [KCC 5-3-3](#). There is no development proposed with this application beyond the future parcel being used as an additional ingress/egress for the Northwest Lineman College; Applicant shall work with city staff regarding any future driveway.

7.2 Parking

Applicant shall work with city staff regarding any future parking plans.

7.3 Open Space

N/A

7.4 Fencing

N/A

7.4 Public Works

Per Exhibit 2.12, Public Works staff can support approval of this application.

7.5 Comprehensive Plan

7.5.1 Goal Area 1: Kuna will be Economically Diverse and Vibrant.

- Goal 1.A.: Ensure Land Use in Kuna will support economic development.

- Goal 1.C.: Attract and Encourage new and existing businesses.
 - Objective 1.C.2.: Create an environment that is friendly to business creation, expansion and relocation.
 - Policy 1.C.2.d: Ensure infrastructure and public facilities are in place and parcels identified for commercial or industrial are shovel-ready.

Analysis: This proposed Lot Split will provide additional ingress/egress to the Northwest Lineman College which benefits their students and staff, as well as residents and visitors to Kuna as it provides safer traffic patterns and reduces vehicular access directly to Meridian Road/Hwy 69. In the event Northwest Lineman College requests annexation into Kuna City Limits, this secondary access will already be established.

- Goal 3.G.: Respect and protect private property rights.
 - Objective 3.G.1.: Ensure land use policies, restrictions, and fees do not violate private property rights.
 - Policy 3.G.1.b: Encourage preservation and development of housing that meets demand for household sizes, lifestyles and settings.
 - Policy 3.G.1.c: Ensure land use actions, decisions and regulations do not prevent a private property Owner from taking advantage of a fundamental property right. Ensure city actions do not impose a substantial and significant limitation on the use of the property.

Analysis: By providing various opportunities for landowners to utilize their property, private property rights are protected.

7.6 Conclusion:

Upon review, staff finds this Lot Split request to be in compliance with [KCC 5-16-3](#).

VIII COUNCIL'S ORDER OF DECISION

Based on the facts outlined in staff's memo, documentation contained in the case file, and any discussion at the public meeting, Council hereby Approves/Conditionally Approves/Denies Case No. 22-06-LS, subject to the following Conditions:

Note: If the Council wishes to approve, deny, or modify specific parts as detailed below, those changes must be specified.

8.1 Staff Recommended Conditions:

None

8.2 Transportation

8.2.1 Applicant shall work with city staff regarding future driveway installation. Future driveway shall be in compliance with ACHD Policy.

8.3 Site Layout, Dimensional Standards and Parking

8.3.1 Applicant shall work with city staff regarding parking lot installation, if applicable.

8.4 Landscape, Open Space and Fencing

N/A

8.5 Public Works

None

8.6 General

8.6.1 Upon approval of the application by Council, and subject to the applicable Ordinances, the Applicant shall have one (1) year to complete the following:

8.6.1.1 Cause the property to be surveyed and provide a copy of the Record of Survey to the Planning and Zoning Department for review, prior to recordation with Ada County;

8.6.1.2 Once Record of Survey has been approved by the Planning and Zoning Department, record the Record of Survey with Ada County;

8.6.1.3 Execute and record the necessary deeds to accomplish the Lot Split as approved; and

8.6.1.4 Provide copies of the recorded Record of Survey, deeds and new tax parcel numbers to the Planning and Zoning Department.

8.6.2 The Developer/Owner/Applicant shall convey proper easements on the record of survey for all utilities in sufficient widths approved by the City Engineer. All easement line work shall be shown on the Record of Survey.

8.6.3 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 10-6-3](#). Noises and other public nuisances/distractions outside of this time frame are subject to lawful penalties.

8.6.4 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.

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

DATED this 7th day of February 2023.



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): 22-06-LS

Project Name: 7910 S Meridian Road Lot Split

Date Received: 12.19.2022

Date Accepted as Complete: 12.23.2022

Type of review requested (check all that apply):

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

Owner of Record

Name: Kuna Storage Partners, LLC

Address: 7910 S Meridian Rd, Kuna, ID

Phone: 435.535.5484 Email: austin@red-pv.com

Applicant (Developer) Information

Name: Kuna Storage Partners, LLC

Address: 95 W 100 S, Ste 116, Logan, UT 84321

Phone: 435.535.5484 Email: austin@red-pv.com

Engineer/Representative Information

Name: Valley Land Surveying

Address: 5099 S. Valley St, Boise, ID 83709

Phone: 208.261.2226 Email: john@valleylandsurveying.com

Subject Property Information

Site Address: 7910 S Meridian Rd, Kuna, ID

Nearest Major Cross Streets: Meridian Rd + Columbia Rd

Parcel No.(s): S1406336171

Section, Township, Range: ~~SW~~ SW COR SW4SW4 SEC 6 2N 1E

Property Size: 16.438 Acres

Current Land Use: Ag land Proposed Land Use: Ag land

Current Zoning: Commercial Proposed Zoning: Commercial

Project Description

Project Name: Lot Split - NLC Access Road

General Description of Project: Split the existing parcel in order to provide safe vehicular access to NLC from Columbia Rd.

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: One access road from NLC campus to Columbia Rd.

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: _____ No. of Building Lots: _____

No. of Common Lots: _____ No. of Other Lots: _____

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

Single-Family Townhomes Duplexes Multi-Family

Other: No structures, only access road

Minimum square footage of structure(s): N/A

Gross Density (Dwelling Units ÷ Total Acreage): N/A

Net Density (Dwelling Units ÷ Total Acreage not including Roads): N/A

Percentage of Open Space provided: 100% Acreage of Open Space: 5.5 Acres

Type of Open Space provided (i.e. public, common, landscaping): Agricultural field

Non-Residential Project Summary (If Applicable)

Number of building lots: 1 Other lots: 0

Gross floor area square footage: 0 sq Existing (if applicable): _____

Building height: N/A Hours of Operation: 8:00 AM - 5:00 PM

Total No. of Employees: N/A Max No. of Employees at one time: N/A

No. of and ages of students: N/A Seating capacity: N/A

Proposed Parking

ADA accessible spaces: N/A Dimensions: N/A

Regular parking spaces: N/A Dimensions: N/A

Width of driveway aisle: N/A

Proposed lighting: N/A

Is lighting "Dark Sky" compliant? YES NO

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

None

Applicant Signature: [Signature] Date: 12/12/2022

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 to you for application attachments to be uploaded to the cloud.



Lot Split Application

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-LS

Project Name: 7910 S Meridian Road Lot Split

Date of Pre-Application Meeting: Valid for three (3) months, unless otherwise determined by staff

Date Received: 12.19.2023

Date Accepted as Complete: 12.23.2022

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

- ✦ Complete Planning & Zoning Application Coversheet
- ✦ Complete Lot Split Application (*It is the applicant's responsibility to use the most current application.*)
- ✦ Detailed narrative or justification for the application, describing the project, how the project enhances and beautifies the community, and how the project complies with the requirements found within Kuna City Code 5-16-3.
- ✦ Vicinity Map 8.5" x 11": Drown to scale of 1" = 300' (or similar), showing surrounding streets, driveways property lines, etc.
- Legal description of property: Include a metes & bounds description to the section line of all adjacent roadways stamped & signed by a registered professional land surveyor, with a calculated closure sheet & a map showing the boundaries and legal description.
- Recorded Warranty Deed for property.
- Affidavit of Legal Interest if the individual submitting this application is not the legal property owner. (*One Affidavit required for each party involved. Originals must be submitted to the Planning & Zoning Department.*)
- ✦ Documentation demonstrating an original lot, tract or parcel of land has been split no more than two times as of the City of Kuna's date of origination (December 7, 1977). (*KCC 5-16-3:A states a Lot Split shall create no more than three (3) parcels from an original tract of land.*)
- ✦ Sketch of proposed Lot Split, including: Current lot size dimensions, square footage and street frontage; proposed Lot Split with new lot lines, dimensions, square footage and street frontages; streets, surrounding land uses, etc.; and existing & proposed public improvements including sidewalk, streets, lighting, landscaping, natural features, etc.

This application shall not be considered complete nor will a hearing date be set, until staff has received all required information. Once application is deemed complete, staff will notify the applicant of the scheduled hearing date, fees due & any other necessary information 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*).

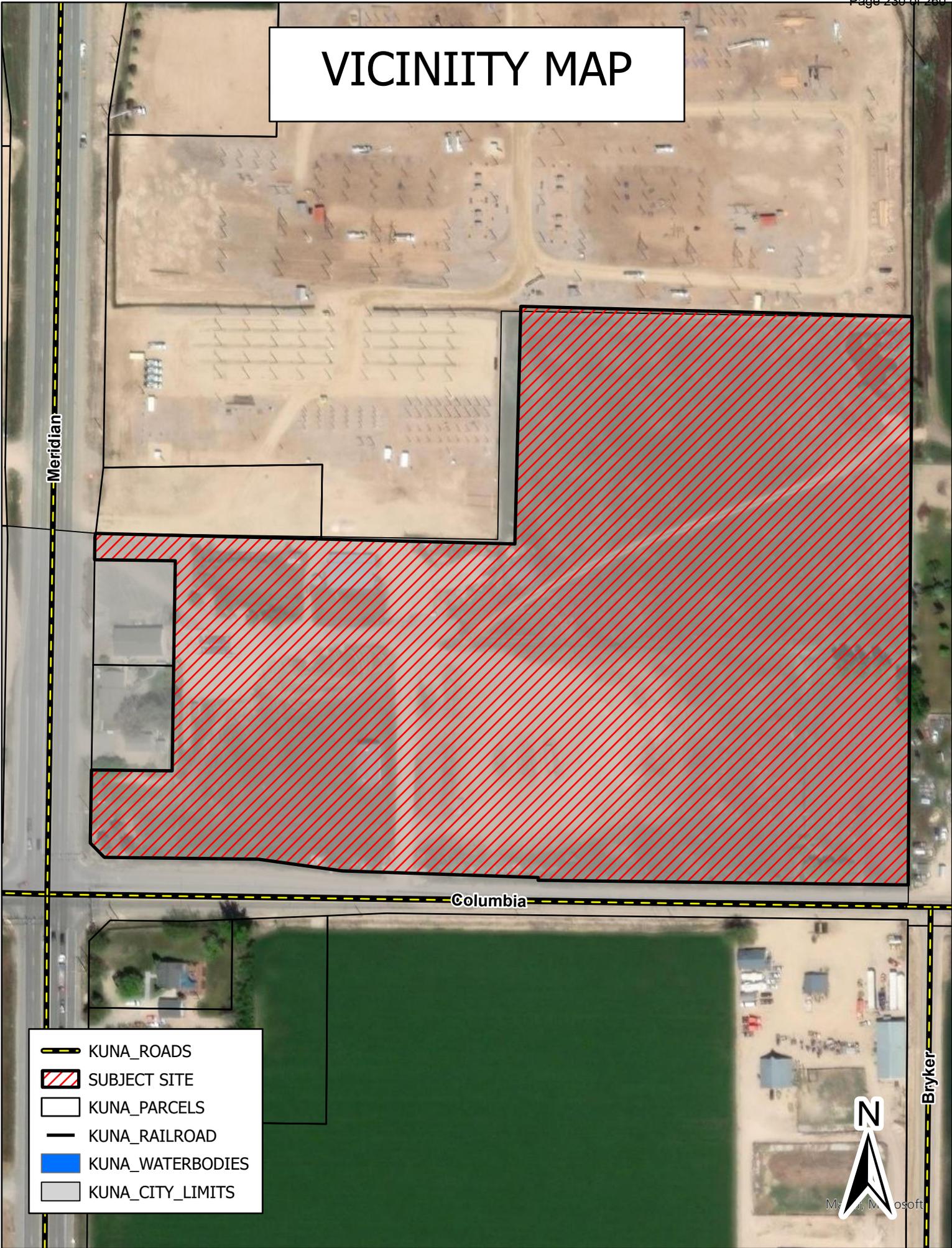
Applicant Signature:  Date: 12/12/2022
By signing, you are confirming you have provided all required items listed on this application.

Project Narrative – Lot Split Application

The purpose of the proposed lot split is simply to provide safe vehicular access to the Northwest Lineman College (the “NLC”) campus from Columbia Rd. Other than the access road no other improvements are planned at this time.

The NLC’s site plan detailing the proposed access road and compliance with city code requirements will be submitted via a separate Design Review application.

VICINIITY MAP



-  KUNA_ROADS
-  SUBJECT SITE
-  KUNA_PARCELS
-  KUNA_RAILROAD
-  KUNA_WATERBODIES
-  KUNA_CITY_LIMITS



ADA COUNTY RECORDER Phil McGrane BOISE IDAHO Pgs=6 BONNIE OBERBILLIG FIDELITY NATIONAL TITLE - BOISE	2021-166024 11/19/2021 12:13 PM \$15.00
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Escrow No.: 34602128662-KY

WARRANTY DEED

FOR VALUE RECEIVED

Anchor Baptist Church and Idaho Baptist College

GRANTOR(S), does(do) hereby GRANT, BARGAIN, SELL AND CONVEY unto:

Kuna Storage Partners, LLC, an Idaho limited liability company

GRANTEE(S), whose current address is: **c/o Austin Lundskog, 95 W 100 S Ste 116, Logan, UT 84321**

the following described real property in Ada County, Idaho, more particularly described as follows, to wit:

SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF

TO HAVE AND TO HOLD the said premises, with their appurtenances unto the said heirs and assigns forever. And the said Grantor(s) does(do) hereby covenant to and with the said Grantee(s), that Grantor(s) is/are the owner(s) in fee simple of said premises; that said premises are free from all encumbrances EXCEPT those to which this conveyance is expressly made subject and those made, suffered or done by the Grantee(s); and subject to reservations, restrictions, dedications, easements, rights of way and agreements, (if any) of record, and general taxes and assessments, (including irrigation and utility assessments, if any) for the current year, which are not yet due and payable, and that Grantor(s) will warrant and defend the same from all lawful claims whatsoever.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Effective this 19th day of November, 2021.

WARRANTY DEED

(continued)

Anchor Baptist Church

BY: [Signature]
Dr. Layne Roberts
Director/Elder

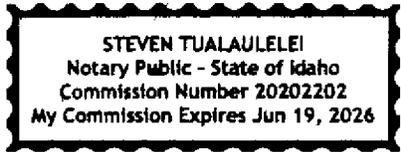
Idaho Baptist College

BY: _____
James Brandon
President

STATE OF Idaho, COUNTY OF Ada, -ss.

On this 19 day of November, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Dr. Layne Roberts, known or identified to me to be the Director/Elder of the corporation that executed the instrument or the persons who executed on behalf of Anchor Baptist Church, an Idaho Corporation and acknowledged to me that he/she executed the same as such _____.

Signature: [Signature]
Name: _____
Residing at: Eagle, ID
My Commission Expires: _____



(SEAL)

STATE OF Idaho, COUNTY OF Ada, -ss.

On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, known or identified to me to be the President of the corporation that executed the instrument or the persons who executed on behalf of Idaho Baptist College, an Idaho Corporation and acknowledged to me that he/she executed the same as such _____.

Signature: _____
Name: _____
Residing at: _____
My Commission Expires: _____

(SEAL)

WARRANTY DEED
(continued)

Anchor Baptist Church

BY: _____
Dr. Layne Roberts
Director/Elder

Idaho Baptist College

BY: James Brandon
James Brandon
President

STATE OF Idaho, COUNTY OF Ada, -ss.

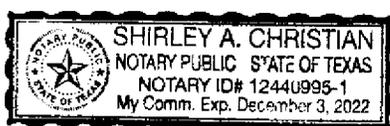
On this _____ day of _____, 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared Dr. Layne Roberts, known or identified to me to be the Director/Elder of the corporation that executed the instrument or the persons who executed on behalf of Anchor Baptist Church, an Idaho Corporation and acknowledged to me that he/she executed the same as such _____.

Signature: _____
Name: _____
Residing at: _____
My Commission Expires: _____

(SEAL) Texas webboc
STATE OF ~~Idaho~~ COUNTY OF ~~Ada~~, -ss.

On this 18 day of NOV., 2021, before me, the undersigned, a Notary Public in and for said State, personally appeared, known or identified to me to be the President of the corporation that executed the instrument or the persons who executed on behalf of Idaho Baptist College, an Idaho Corporation and acknowledged to me that he/she executed the same as such _____.

Signature: Shirley A Christian
Name: _____
Residing at: webboc
My Commission Expires: 12/3/22



(SEAL)

EXHIBIT "A"
Legal Description

For APN/Parcel ID(s): S140633617, S1406336402, S1406336451

Parcel I

A Parcel of Land being a portion of U.S. Government Lot 7, located in the Southwest quarter of Section 6, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho;

BEGINNING at an aluminum cap marking the Section corner common to Sections 1 and 12, Township 2 North, Range 1 West, Boise Meridian, and Sections 6 and 7, Township 2 North, Range 1 East, Boise Meridian; thence

Along the Section line common to said Sections 1 and 6, also being the centerline of Idaho State Highway No. 69 North 0°53'50" East, 513.05 feet to a point; thence

Leaving said Section line

South 89°06'10" East, 33.00 feet to an iron pin on the East right-of-way line of said Highway No. 69, also being the REAL POINT OF BEGINNING; thence

Along said East right-of-way line

South 0°53'30" West, 38.25 feet to an iron pin; thence

Leaving said East right-of-way line South 89°06'10" East, 142.00 feet to an iron pin; thence

South 0°53'50" West, 300.00 feet to a point; thence

North 89°06'10" West, 142.00 feet to an iron pin on the said East right-of-way line of Highway No. 69; thence

Along said East right-of-way line

South 0°53'50" West, 149.75 feet to a point at the Intersection of said East right-of-way line of Highway No. 69, and the North right-of-way line of East Columbia Road, said point being referenced by a right-of-way brass cap, which is North 89°11'25" West, 0.31 feet from said right-of-way Intersection point; thence

Leaving said East right-of-way line, and along said North right-of-way line

South 89°11'25" East, 1,195.38 feet to an iron pin on the East boundary line of said U.S. Government Lot 7.; thence

Leaving said North right-of-way line, and along said East boundary line

North 0°27'33" East, 812.35 feet to an iron pin; thence

Leaving said East boundary line

North 89°06'10" West, 587.58 feet to an iron pin; thence

South 0°53'50" West, 326.15 feet to an iron pin; thence

North 89°06'10" West, 601.59 feet to the REAL POINT OF BEGINNING.

EXCEPT that portion deeded to State of Idaho, Idaho Transportation Department, by and through the Idaho Transportation Board, in Warranty Deed recorded February 24, 1997, as Instrument No. 97014422, Records of Ada County, Idaho.

Also Excepting that portion deeded to Ada County Highway District in Warranty Deed recorded November 26, 2008 as Instrument No. 108127600, Records of Ada County, Idaho.

EXHIBIT "A"
Legal Description

Parcel II

A Parcel of Land in the Southwest quarter of the Southwest quarter, Section 6, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho, more particularly described as follows:

BEGINNING at the Southwest corner of said Section 6; thence

North along the Section line common to Section 6, Township 2 North, Range 1 East, and Section 1, Township 2 North, Range 1 West, Boise Meridian, 174.80 feet; thence

East 33.00 feet to the East-right-way line of Idaho State Highway No. 69, the REAL POINT OF BEGINNING; thence

Continuing

East 142.00 feet to a point; thence

North 150.00 feet to a point; thence

West 142.00 feet to a point on the East right-of-way line of said Highway; thence

South along the East right-of-way line of said Highway 150.00 feet to the REAL POINT OF BEGINNING.

EXCEPT that portion deeded to State of Idaho, Idaho Transportation Department, by and through the Idaho Transportation Board, in Warranty Deed recorded February 24, 1997, as Instrument No. 97014424, Records of Ada County, Idaho.

Parcel III

A parcel of Land being a portion of U.S. Government Lot 7, located in the Southwest quarter of Section 6, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho;

BEGINNING at an aluminum cap marking the Section corner common to Sections 1 and 12, Township 2 North, Range 1 West, Boise Meridian, and Sections 6 and 7, Township 2 North, Range 1 East, Boise Meridian; thence

Along the Section line common to said Sections 1 and 6, also being the centerline of Idaho State Highway No. 69

North 0°53'50" East, 324.80 feet to a point; thence

Leaving said Section line

South 89°06'10" East, 33.00 feet to an iron pin on the East right-of-way line of said Highway No. 69 also being the REAL POINT OF BEGINNING; thence

Along said East right-of-way line North 0°53'50" East, 150.00 feet to an iron pin; thence

Leaving said East right-of-way line South 89°06'10" East, 142.00 feet to an iron pin; thence

South 0°53'50" West, 150.00 feet to an iron pin; thence

North 89°06'10" West, 142.00 feet to the REAL POINT OF BEGINNING.

EXHIBIT "A"
Legal Description

EXCEPT that portion deeded to State of Idaho, Idaho Transportation Department, by and through the Idaho Transportation Board, in Warranty Deed recorded July 18, 1996, as Instrument No. 96060208, Records of Ada County, Idaho.

PARCEL I

A PARCEL OF LAND BEING A PORTION OF U.S. GOVERNMENT LOT 7, LOCATED IN THE SOUTHWEST QUARTER OF SECTION 6, TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO;

BEGINNING AT AN ALUMINUM CAP MARKING THE SECTION CORNER COMMON TO SECTIONS 1 AND 12, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, AND SECTIONS 6 AND 7, TOWNSHIP 2 NORTH, RANGE 1 EAST, BOISE MERIDIAN; THENCE ALONG THE SECTION LINE COMMON TO SAID SECTIONS 1 AND 6, ALSO BEING THE CENTERLINE OF IDAHO STATE HIGHWAY NO. 69 NORTH $0^{\circ}53'50''$ EAST, 513.05 FEET TO A POINT; THENCE LEAVING SAID SECTION LINE SOUTH $89^{\circ}06'10''$ EAST, 33.00 FEET TO AN IRON PIN ON THE EAST RIGHT-OF-WAY LINE OF SAID HIGHWAY NO. 69, ALSO BEING THE REAL POINT OF BEGINNING;

THENCE ALONG SAID EAST RIGHT-OF-WAY LINE SOUTH $0^{\circ}53'30''$ WEST, 38.25 FEET TO AN IRON PIN; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE SOUTH $89^{\circ}06'10''$ EAST, 142.00 FEET TO AN IRON PIN; THENCE SOUTH $0^{\circ}53'50''$ WEST, 300.00 FEET TO A POINT; THENCE NORTH $89^{\circ}06'10''$ WEST, 142.00 FEET TO AN IRON PIN ON THE SAID EAST RIGHT-OF-WAY LINE OF HIGHWAY NO. 69; THENCE ALONG SAID EAST RIGHT-OF-WAY LINE SOUTH $0^{\circ}53'50''$ WEST, 149.75 FEET TO A POINT AT THE INTERSECTION OF SAID EAST RIGHT-OF-WAY LINE OF HIGHWAY NO. 69, AND THE NORTH RIGHT-OF-WAY LINE OF EAST COLUMBIA ROAD, SAID POINT BEING REFERENCED BY A RIGHT-OF-WAY BRASS CAP, WHICH IS NORTH $89^{\circ}11'25''$ WEST, 0.31 FEET FROM SAID RIGHT-OF-WAY INTERSECTION POINT; THENCE LEAVING SAID EAST RIGHT-OF-WAY LINE, AND ALONG SAID NORTH RIGHT-OF-WAY LINE SOUTH $89^{\circ}11'25''$ EAST, 1,195.38 FEET TO AN IRON PIN ON THE EAST BOUNDARY LINE OF SAID U.S. GOVERNMENT LOT 7.; THENCE LEAVING SAID NORTH RIGHT-OF-WAY LINE, AND ALONG SAID EAST BOUNDARY LINE NORTH $0^{\circ}27'33''$ EAST, 812.35 FEET TO AN IRON PIN; THENCE LEAVING SAID EAST BOUNDARY LINE NORTH $89^{\circ}06'10''$ WEST, 587.58 FEET TO AN IRON PIN; THENCE SOUTH $0^{\circ}53'50''$ WEST, 326.15 FEET TO AN IRON PIN; THENCE NORTH $89^{\circ}06'10''$ WEST, 601.59 FEET TO THE REAL POINT OF BEGINNING.

EXCEPT THAT PORTION DEEDED TO STATE OF IDAHO, IDAHO TRANSPORTATION DEPARTMENT, BY AND THROUGH THE IDAHO TRANSPORTATION BOARD, IN WARRANTY DEED RECORDED FEBRUARY 24, 1997, AS INSTRUMENT NO. 97014422, RECORDS OF ADA COUNTY, IDAHO.

ALSO EXCEPTING THAT PORTION DEEDED TO ADA COUNTY HIGHWAY DISTRICT IN WARRANTY DEED RECORDED NOVEMBER 26, 2008 AS INSTRUMENT NO. 108127600, RECORDS OF ADA COUNTY, IDAHO.

Deed records for all 3 of our parcels

S1406336451 – Deed from 1974

S1406336402 – Deed & record of survey 1993

S1406336171 – Deed & record of survey 1993 (this is the parcel we want to lot split for the lineman's college.)

Prior Owner's P&Z App with Ada County

In 2001 a prior owner submitted a request to create a new 1 acre parcel that would allow him to move the primary residence to Columbia Rd instead of Hwy 69. This request was denied due to the request being non-compliant with the county's zoning code at that time. The County's review does not mention prior lot splits as a reason for denial.

SITE PLAN CONCEPT NLC - LOT SPLIT & DESIGN REVIEW



From: [Jessica Reid](#)
To: [PWoffice](#); [Catherine Feistner](#); [ACHD](#); [ACHD - Mindy Wallace](#); [ITD - Niki](#); [Scott FCCNWI](#); [TLawrence Kuna Fire](#)
Cc: [Doug Hanson](#); [Morgan Treasure](#)
Subject: 7910 S Meridian Road Lot Split Agency Transmittal
Date: Friday, December 23, 2022 3:38:52 PM
Attachments: [image001.png](#)

Agency Transmittal – December 23, 2022

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

CASE NUMBER(S):	22-06-LS (Lot Split) 7910 S Meridian Road
PROJECT DESCRIPTION	Kuna Storage Partners, LLC request approval to split 7910 S Meridian Road (APN: S1406336171) into two (2) parcels in order to provide the Northwest Lineman College with safer vehicular access to their campus. Parcel 1 (White) will become approx. 11.7 acres, and Parcel 2 (Yellow) will be approx. 5.5 acres.
SITE LOCATION(S)	7910 S Meridian Road Meridian, ID Section 6, Township 2 North, Range 1 East
REPRESENTATIVE	Austin Ludskog austin@red-pv.com
SCHEDULED HEARING DATE	Tuesday, February 7, 2023 , at 6:00 PM, Kuna City Hall Council Chambers, 751 W 4 th Street, Kuna, ID 83634
STAFF CONTACT	Jessica Reid Associate Planner jreid@kunaid.gov
PROJECT PACKET LINK	https://www.kunacity.id.gov/DocumentCenter/View/8352/7910-S-Meridian-Road-Lot-SplitPDF
<ul style="list-style-type: none"> • The above referenced Case may have potential impacts on which your agency may wish to comment. We would appreciate any information as to how this action would affect the service(s) your agency provides. • <i>Please provide comments within 15 days; if your agency needs additional time for review, please notify our office ASAP.</i> • If your agency requires additional information in order for you to complete your review, please notify our office and we will do our best to provide it. • If you have received this notification in error or if a different individual should be receiving this transmittal, please notify our office who future packets should be sent to, including their email address. 	

Merry Christmas & Happy New Year!

Jessica Reid

Associate Planner

751 W 4th Street • Kuna, ID 83634

jreid@kunaid.gov • Ph: (208) 387-7731



From: [PlanningReview](#)
To: [Jessica Reid](#)
Subject: RE: 7910 S Meridian Road Lot Split Agency Transmittal
Date: Wednesday, December 28, 2022 1:48:43 PM
Attachments: [image001.png](#)

Hi Jessica,

ACHD has no comments on the lot split application.

Mindy

Mindy Wallace, AICP
 Planning Review Supervisor
 Development Services
 208-387-6178

From: Jessica Reid <jreid@kunaid.gov>
Sent: Friday, December 23, 2022 3:39 PM
To: PWorkoffice <PWorkoffice@kunaid.gov>; cfeistner@kunaid.gov; PlanningReview <PlanningReview@achdidaho.org>; Mindy Wallace <Mwallace@achdidaho.org>; ITD - Niki <niki.benyakhlef@itd.idaho.gov>; Scott FCCNWI <scott@fccnwi.com>; TLawrence Kuna Fire <tlawrence@kunafire.com>
Cc: dhanson@kunaid.gov; Morgan Treasure <mtreasure@kunaid.gov>
Subject: 7910 S Meridian Road Lot Split Agency Transmittal

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Agency Transmittal – December 23, 2022

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

CASE NUMBER(S):	22-06-LS (Lot Split) 7910 S Meridian Road
PROJECT DESCRIPTION	Kuna Storage Partners, LLC request approval to split 7910 S Meridian Road (APN: S1406336171) into two (2) parcels in order to provide the Northwest Lineman College with safer vehicular access to their campus. Parcel 1 (White) will become approx. 11.7 acres, and Parcel 2 (Yellow) will be approx. 5.5 acres.
SITE LOCATION(S)	7910 S Meridian Road Meridian, ID Section 6, Township 2 North, Range 1 East
REPRESENTATIVE	Austin Ludskog austin@red-pv.com
SCHEDULED HEARING DATE	Tuesday, February 7, 2023 , at 6:00 PM, Kuna City Hall Council Chambers, 751 W 4 th Street, Kuna, ID 83634
STAFF CONTACT	Jessica Reid Associate Planner

From: [Jessica Reid](#)
To: ["Niki Benyakhlef"](#)
Subject: RE: 7910 S Meridian Road Lot Split Agency Transmittal
Date: Tuesday, January 3, 2023 8:07:48 AM
Attachments: [image001.png](#)

Good Morning Niki,

They intend to keep the SH-69 approach at this time.

Thanks!

Jessica Reid

Associate Planner

751 W 4th Street • Kuna, ID 83634
jreid@kunaid.gov • Ph: (208) 387-7731



From: Niki Benyakhlef <Niki.Benyakhlef@itd.idaho.gov>
Sent: Wednesday, December 28, 2022 11:05 AM
To: Jessica Reid <jreid@kunaid.gov>
Subject: RE: 7910 S Meridian Road Lot Split Agency Transmittal

Good Morning, Jessica –

As long as the access road does not impact SH-69, ITD has no comments to make at this time.

However, out of curiosity, do you know if they intend to keep the existing approach that is on SH-69 and just adding an additional access off of Columbia? Or removing the existing and only having the new access?

Thanks!



Niki Benyakhlef
Development Services Coordinator

District 3 Development Services
 O: 208.334.8337
 C: 208.296.9750
 Email: niki.benyakhlef@itd.idaho.gov
 Website: itd.idaho.gov

From: Jessica Reid <jreid@kunaid.gov>
Sent: Friday, December 23, 2022 3:39 PM
To: PWoffice <PWoffice@kunaid.gov>; Catherine Feistner <cfeistner@kunaid.gov>; ACHD <planningreview@achdidaho.org>; ACHD - Mindy Wallace <mwallace@achdidaho.org>; Niki Benyakhlef



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

MEMORANDUM

To: Doug Hanson - Planning and Zoning Director
From: Brady Barroso - Engineering Technician I
Catherine Feistner - Assistant City Engineer
Date: 30 January 2023
RE: Public Works Comments
7910 S Meridian Rd, 22-06-LS (Lot Split)

The 7910 S Meridian Rd property, 22-06-LS, lot split request dated 23 December 2022 has been reviewed. The applicant wishes to split approximately 5 acres from an existing 16-acre parcel, creating a 5-acre parcel and a 11-acre parcel. These comments apply to the application as they affect public works infrastructure. Review of civil design drawings is accomplished separately, when received.

Public Works staff can support approval of this application.

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

CITY OF KUNA

State of Idaho *Proclamation*

MAYOR STEAR'S KUNA KINDNESS CHALLENGE WEEK

WHEREAS, the City of Kuna recognizes the value of simple acts of kindness that are performed without prompting or reason and how these acts can have a positive impact; and

WHEREAS, the City of Kuna and Mayor Stear seek to cultivate a thoughtful, compassionate and caring community by setting an example of understanding and acceptance for all through genuine acts of kindness; and

WHEREAS, Mayor Stear's Kuna Kindness Challenge is one week where acts of kindness can be performed by any person in the City of Kuna regardless of age, origin, education, gender, beliefs, lifestyle, or abilities for the good of those around them; and

WHEREAS, this week is intended to encourage all of us to practice acts of kindness in our homes, schools, businesses, and communities;

NOW, THEREFORE, BE IT RESOLVED that I, Joe L. Stear, Mayor of the City of Kuna, Idaho, do hereby proclaim February 13-17, 2023 as

Mayor Stear's Kuna Kindness Challenge Week

and encourage all parents, students, community members, residents and visitors of Kuna, Idaho to show and practice kindness, in the spirit of compassion, and goodwill because kindness matters in Kuna and beyond.

**IN WITNESS WHEREOF,
I set my hand on this the 7th day of February
in the year of two thousand and twenty-three.**

**Joe L. Stear
Mayor of Kuna, Idaho**

KUNA CITY ORDINANCE NO. 2023-_____
CITY OF KUNA

A MUNICIPAL ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

- **AMENDING SECTION 5, CHAPTER 2, TITLE 11 OF KUNA CITY CODE DEFINITIONS ADDING ACRONYM “GVWR”; AND MAKING TECHNICAL CHANGES TO THE “HIGHWAY” DEFINITION; AND**
- **REPEALING SECTION 9, CHAPTER 2, TITLE 11 OF KUNA CITY CODE; AND**
- **AMENDING TITLE 11 BY THE ADDITION OF A NEW SECTION 9, CHAPTER 2; AND**
- **PROVIDING A SEVERABILITY CLAUSE; AND**
- **DIRECTING THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

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

Section 1: That Section 5, Chapter 2 of Title 11 Kuna City Code is hereby amended to read as follows:

ALLEY: Means a public way of limited use intended only to provide access to the rear or side of lots or buildings in urban districts.

BUSINESS DISTRICT: The territory contiguous to and including a highway when within any six hundred (600) feet along the highway there are buildings in use for business or industrial purposes, including hotels, banks or office buildings, railroad stations and public buildings which occupy at least three hundred (300) feet of frontage on one side or three hundred (300) feet collectively on both sides of the highway.

CHAPTER: Chapter 2, [Title 11](#) of the Kuna City Code.

CITY: City of Kuna, Idaho.

CITY PARKING LOTS: Unless otherwise expressly provided, the term "city parking lots," or any derivation thereof used in this chapter, shall mean any city-owned or maintained off-street parking facility including facilities, or portions thereof, leased from, or licensed by, the city for parking purposes.

COMMERCIAL VEHICLE: For the purposes of this chapter, a motor vehicle or combination of motor vehicles designed or used to transport passengers or property if the motor vehicle:

- A. Has a manufacturer's gross combination weight rating (GCWR) in excess of twenty-six thousand (26,000) pounds inclusive of a towed unit with a manufacturer's gross vehicle weight rating (GVWR) of more than ten thousand (10,000) pounds; or
- B. Has a manufacturer's gross vehicle weight rating (GVWR) in excess of twenty-six thousand (26,000) pounds; or
- C. Is designed to transport sixteen (16) or more people, including the driver; or
- D. Is of any size and is used in the transportation of materials found to be hazardous for the purposes of the hazardous material transportation act and which require the motor vehicle to be placarded under the hazardous materials regulations (49 CFR part 172, subpart F).

A motor vehicle used in a ridesharing arrangement that has a seating capacity for not more than fifteen (15) persons, including the driver, shall not be a "commercial vehicle" under the provisions of this chapter.

DRIVEWAY: Means a private road giving access from a public way to a building on abutting grounds; this shall include paved, concrete, gravel, or other designated parking areas on private property in front of residential structures.

GVWR: Means the gross vehicle weight rating prescribed by a vehicle manufacturer as the maximum loaded weight under which a vehicle can safely operate.

~~HIGHWAY: Means the entire width between the boundary lines of every way publicly maintained when any part is open to the use of the public for vehicular travel, with jurisdiction extending to the adjacent property line, including sidewalks, shoulders, berms and rights of way not intended for motorized traffic.~~ Means roads, streets, alleys and bridges laid out or established for the public or dedicated or abandoned to the public. Highways include the entire width between the boundary lines of every Highway publicly maintained right-of-way when any part that is open to the use by the public for vehicular travel, including sidewalks, shoulders, berms and rights-of-way not intended for motorized traffic. The term "street" is interchangeable with highway.

MOTOR VEHICLE: Every vehicle that is self-propelled, and for the purpose of titling and registration meets federal motor vehicle safety standards as defined in section 49-107, Idaho Code. Motor vehicle does not include vehicles moved solely by human power, electric personal assistive mobility devices, personal delivery devices, electric-assisted bicycles, and motorized wheelchairs or other such vehicles that are specifically exempt from titling or registration requirements under title 49, Idaho Code.

PARK or PARKING: Means the standing of a vehicle, whether occupied or not, other than temporarily for the purpose of and while actually engaged in loading or unloading property or passengers.

RECREATIONAL VEHICLE: Means a motor home, travel trailer, fifth-wheel trailer, park model recreational vehicle, truck camper or folding camping trailer, with or without motive power, designed for recreational or emergency occupancy. It does not include pick-up hoods, shells, or canopies designed, created or modified for occupational usage. School buses or van type vehicles which are converted to recreational use, are defined as recreational vehicles.

RESIDENTIAL DISTRICT: The territory contiguous to and including a highway not comprising a business district when the property on the highway for a distance of three hundred (300) feet or more is in the main improved with residences, or residences and buildings in use for business.

STAND or STANDING: Means the halting of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaged in receiving or discharging passengers.

STREET: See "Highway."

TRAILER: Includes the following:

- A. General. Every vehicle without motive power designed for carrying persons or property and for being drawn by a motor vehicle.
- B. Fifth-wheel trailer. A vehicular unit equipped in the same manner as a travel trailer but constructed with a raised forward section that allows a bi-level floor plan. This style is designed to be towed by a vehicle equipped with a device known as a fifth-wheel hitch, which is typically installed in the bed of a pickup truck.
- C. Fold down camping trailer. A vehicular portable unit mounted on wheels and constructed with collapsible partial side walls, which fold for towing by another vehicle and unfold at the campsite to provide temporary living quarters, for recreational, camping or travel use.
- D. Pole trailer. Every vehicle without motive power designed to be drawn by another vehicle and attached to the towing vehicle by means of a reach or pole or by being boomed or otherwise secured to the towing vehicle, and ordinarily used for transporting long or irregularly shaped loads such as poles, pipes, or structural members capable, generally, of sustaining themselves as beams between the supporting connections.
- E. Semitrailer. Every vehicle without motive power, designed for carrying persons or property and for being drawn by a motor vehicle and so constructed that some part of its weight and that of its load rests upon or is carried by the towing vehicle.
- F. Travel trailer. A vehicular unit, mounted on wheels designed to provide temporary living quarters for recreational, camping, travel or emergency use and of such size or weight as not to require special highway movement permits when towed by a motorized vehicle.
- G. Utility trailer. A trailer or semitrailer designed primarily to be drawn behind a passenger car or pickup truck for domestic and utility purposes. Utility or domestic use shall include a farm trailer while being used to haul agricultural products or livestock from farm to storage, market or processing plant, or returning therefrom.
- H. Watercraft Trailer: A trailer designed to carry a boat or other watercraft, whether or not the boat or other watercraft is presently on the trailer.

VEHICLE: Every device in, upon, or by which any person or property is or may be transported or drawn upon a highway, excepting devices used exclusively upon stationary rails or tracks.

Section 2: That Section 9, Chapter 2 of Title 11 Kuna City Code be and the same is hereby repealed.

Section 3: That Chapter 2 of Title 11 Kuna City Code is hereby amended by the addition thereto of a new Section 9 to read as follows:

11-2-9: - PARKING OF COMMERCIAL VEHICLES, RECREATIONAL VEHICLES, AND TRAILERS:

- A. No person shall park or place, or cause a vehicle to be parked or placed upon any street, regardless of whether attended or unattended:
 - 1. For longer than seventy-two (72) hours:
 - a. Any commercial vehicle having a GVWR of less than ten thousand (10,000) pounds.
 - b. Any motor home or recreational vehicle.
 - c. Any utility trailer that is attached to a vehicle.
 - 2. For longer than two (2) hours:
 - a. Any utility trailer that is not attached to a vehicle.
 - 3. For any length of time
 - a. Any commercial vehicle having a GVWR greater than ten thousand (10,000) pounds.
- B. Exceptions:
 - 1. For the purpose of loading or unloading materials or merchandise, when such materials or merchandise are actually being loaded or unloaded, and where such vehicle or trailer is parked within one hundred (100) feet of the loading or unloading point.
 - 2. For any purpose incident to any ongoing, lawful construction project, where such construction project is conducted under a valid City of Kuna building permit and such trailer or vehicle is parked within one hundred (100) feet of such construction project.
 - 3. For any purpose incident to a lawful commercial or industrial operation, so long as the vehicle is parked within one hundred (100) feet of such commercial or industrial operation.
 - 4. For the purpose of maintenance or response to emergency by a public utility, public entity, public agency, or the duly authorized agent thereof, where such vehicle is visibly marked and identified as such.
 - 5. For purposes of law enforcement activities by a public agency.

Section 4: Severability Provision

4.1 This ordinance is hereby declared to be severable. Should any portion of this ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purpose(s) of the ordinance before the declaration of partial invalidity.

Section 5: Directing the City Clerk

5.1 The City Clerk is directed to file, this Ordinance in the official records of the City and to provide the same to the City’s codifier for inclusion and publication in the Kuna City Code.

Section 6: Effective Date

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

ADOPTED this _____ day of _____, 2023.

CITY OF KUNA

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk



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

MEMO

Date: February 7, 2023
From: Doug Hanson, Planning & Zoning Director
To: Kuna City Council
RE: Kuna-Meridian Road/State Highway 69 Railroad Overpass PEL Study

City Council Members,

In 2014, the City of Kuna began the planning and analysis process for their long-held interest in enhanced crossings over the Union Pacific Railroad tracks and Indian Creek along the southern edge of the city, with goals to address safety, mobility, and accessibility for efficient movement of people, goods, and services within Kuna and the greater Treasure Valley.

Seventeen proposed route alternatives were identified in initial studies that could potentially accomplish community objectives. Final screening was to occur as part of a Planning and Environmental Linkages (PEL) study with input from the public to identify reasonable and preferred alternatives.

By 2023, population growth, infrastructure development, community needs and gathered public input have changed the dynamic for the previously proposed route alternatives, creating challenges that were not foreseeable during the 2014 study. Therefore, the project team has decided to hone in completely on the Kuna-Meridian Road/State Highway 69 Railroad Overpass for the PEL Study.

The project team began the public involvement process in the middle of 2022; additional Public involvement is set to begin as soon as possible in 2023.

Thank you,

A handwritten signature in blue ink, appearing to read 'Doug Hanson'.

Doug Hanson
Planning & Zoning Director
dhanson@kunaid.gov
208-287-1771

(Space above reserved for recording)

**ORDINANCE NO. 2023-06
CITY OF KUNA, IDAHO**

**M3 ID VALOR GOLF VILLAS, LLC, TH HOLDINGS 2022, LLC,
CLAYTON PROPERTIES GROUP INC. AND AMERICAN LEBANESE SYRIAN
ASSOCIATED CHARITIES INC.
MUNICIPAL REZONE**

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

- **MAKING CERTAIN FINDINGS; AND**
- **REZONING CERTAIN REAL PROPERTIES, TO WIT: ADA COUNTY PARCELS AS SHOWN IN EXHBIT A, OWNED BY M3 ID VALOR GOLF VILLAS, LLC, TH HOLDINGS 2022, LLC CLAYTON PROPERTIES GROUP INC. AND AMERICAN LEBANESE SYRIAN ASSOCIATED CHARITIES INC.; AND**
- **AMENDING THE ZONING MAP; AND**
- **DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

BE IT ORDAINED by the Mayor and City Council of the City of Kuna, Ada County, Idaho:

Section 1: The City Council Finds: The City Council makes the following findings of its authority, purpose and the history of its enactment of this Ordinance:

- 1.1 WHEREAS**, City of Kuna, Idaho (the “City”) is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized under the provisions of § 67-6511, Idaho Code, to establish within its jurisdiction one or more zones or zoning districts where appropriate which zoning districts are established in Kuna City Code § 5-2-2; and
- 1.2 WHEREAS**, M3 ID VALOR GOLF VILLAS, LLC, TH HOLDINGS 2022, LLC, CLAYTON PROPERTIES GROUP INC. AND AMERICAN LEBANESE SYRIAN ASSOCIATED CHARITIES INC. (the “Owners”) are the owners of certain real property which has been designated by the Ada County Assessor’s office as Robinhood Subdivision No. 1 and Robinhood Subdivision No. 2 and which is legally described in “Exhibit A” – Legal Description and “Exhibit B” – Location Map, which are attached to this Ordinance and incorporated herein by reference (the “Subject Real Property”), and has requested that

Ordinance No. 2023-06 Municipal Rezone – M3 ID Valor Golf Villas, LLC, TH Holdings 2022, LLC, Clayton Properties Group INC. and American Lebanese Syrian Associated Charities INC.

the Subject Real Property be rezoned from the City’s **R-12 – HIGH DENSITY RESIDENTIAL ZONING DISTRICT TO R-6 – MEDIUM DENSITY RESIDENTIAL** (the “Rezone”); and

- 1.3** WHEREAS, the City Planning and Zoning Commission, pursuant to public notice as required by law, held a Public Hearing on October 22, 2019, as required by Section § 67-6525, Idaho Code, made findings (approved by the Commission on November 26, 2019) with a recommendation to the Mayor and Council that rezoning for Subject Real Property from High Density Residential (R-12) to Medium Density Residential (R-6) be approved; and
- 1.4** WHEREAS, the Kuna City Council, pursuant to public notice as required by law, held a Public Hearing on January 21, 2020, on the Rezone, as required by Section § 67-6525, Idaho Code, and in accordance with the provisions of Kuna City Code Section § 5-1A-7, issued Findings of Fact and Conclusions of Law and decision on January 21, 2020, that the requested rezone was granted with a zoning classification of R-6 (Medium Density Residential); and
- 1.5** WHEREAS, it is necessary that the City Council adopt this Ordinance, as required by Section § 67-6511 (2) Idaho Code and Kuna City Code § 5-1A-7 G, to complete the process of implementing the decision of the Kuna City Council to Rezone the Subject Real Property from High Density Residential (R-12) to Medium Density Residential (R-6) (the “Rezone”).

Section 2: Action:

- 2.1** The Subject Real Property is rezoned from **R-12 HIGH DENSITY RESIDENTIAL ZONING DISTRICT TO R-6 MEDIUM DENSITY RESIDENTIAL DISTRICT** (the “Rezone”); and
- 2.2** The Zoning Map of the City of Kuna is hereby amended to comply with this Rezone.

Section 3: Directing the City Engineer and City Clerk:

- 3.1** The City Engineer is directed to change the zoning district depictions of the Subject Real Property on the Zoning Map of the City in accordance with this Rezone Ordinance; and
- 3.2** The City Clerk is directed to file, this Ordinance in the official records of the City and to provide a conformed copy to the City Engineer, Planning and Zoning Director and Owner.

Section 4: Effective Date

- 4.1** This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law and at the discretion of the City Clerk and In lieu of publication of the entire Ordinance, a summary thereof in compliance with Section § 50-901A, Idaho Code, may be published together with compliance with the requirement of §

Ordinance No. 2023-06 Municipal Rezone – M3 ID Valor Golf Villas, LLC, TH Holdings 2022, LLC, Clayton Properties Group INC. and American Lebanese Syrian Associated Charities INC.

50-901A (2), that either the section of this Ordinance which contains the legal description or a map containing sufficient detail of the area of the Subject Real Property be published in full.

DATED this 7th day of February 2023.

CITY OF KUNA
Ada County, Idaho

Joe Stear, Mayor

ATTEST:

Chris Engels, City Clerk

EXHIBIT A

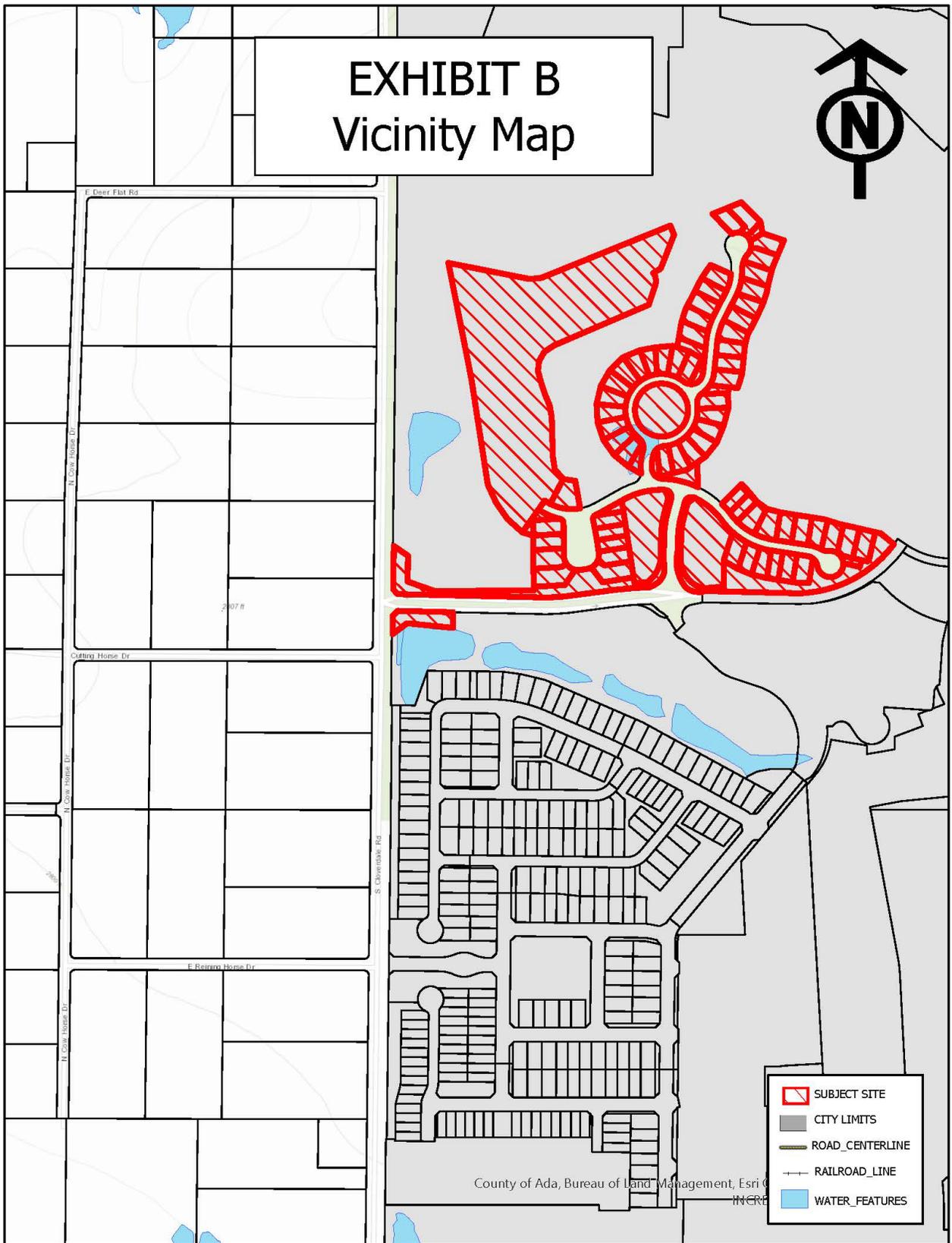
M3 ID VALOR GOLF VILLAS, LLC, TH HOLDINGS 2022, LLC,
CLAYTON PROPERTIES GROUP INC. AND AMERICAN LEBANESE SYRIAN
ASSOCIATED CHARITIES INC.
MUNICIPAL REZONE FROM R-12 TO R-6

LEGAL DESCRIPTION

All of Robinhood Subdivision No. 1 as filed in Book 124 of Plats at Pages 19,818 through
19,830, AND,

All of Robinhood Subdivision No. 2 as filed in Book 125 of Plats at Pages 19,919 through
19,926 records Ada County, Idaho, and both located in the NW ¼ of Section 22, T.2N., R.1E.,
B.M., City of Kuna, Ada County, Idaho.

*Ordinance No. 2023-06 Municipal Rezone – M3 ID Valor Golf Villas, LLC, TH Holdings 2022, LLC, Clayton
Properties Group INC. and American Lebanese Syrian Associated Charities INC.*



Ordinance No. 2023-06 Municipal Rezone – M3 ID Valor Golf Villas, LLC, TH Holdings 2022, LLC, Clayton Properties Group INC. and American Lebanese Syrian Associated Charities INC.

(Space above reserved for recording)

**ORDINANCE NO. 2023-07
CITY OF KUNA, IDAHO**

**KUNA YOUTH RECREATION ASSOC. INC.
MUNICIPAL REZONE**

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

- **MAKING CERTAIN FINDINGS; AND**
- **REZONING CERTAIN REAL PROPERTIES, TO WIT: ADA COUNTY PARCELS AS SHOWN IN EXHIBIT A, OWNED BY KUNA YOUTH RECREATION ASSOC. INC.; AND**
- **AMENDING THE ZONING MAP; AND**
- **DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

BE IT ORDAINED by the Mayor and City Council of the City of Kuna, Ada County, Idaho:

Section 1: The City Council Finds: The City Council makes the following findings of its authority, purpose and the history of its enactment of this Ordinance:

- 1.1 WHEREAS**, City of Kuna, Idaho (the “City”) is a municipal corporation organized and operating under the laws of the State of Idaho and is authorized under the provisions of § 67-6511, Idaho Code, to establish within its jurisdiction one or more zones or zoning districts where appropriate which zoning districts are established in Kuna City Code § 5-2-2; and
- 1.2 WHEREAS**, KUNA YOUTH RECREATION ASSOC. INC. (the “Owners”) are the owners of certain real property legally described in “Exhibit A” – Legal Description and “Exhibit B” – Location Map, which are attached to this Ordinance and incorporated herein by reference (the “Subject Real Property”), and has requested that the Subject Real Property be rezoned from the City’s **R-6 – MEDIUM DENSITY RESIENTIAL ZONING DISTRICT TO CBD – CENTRAL BUSINESS DISTRICT** (the “Rezone”); and
- 1.3 WHEREAS**, the City Planning and Zoning Commission, pursuant to public notice as required by law, held a Public Hearing on December 14, 2011, and January 26, 2012, as required by Section § 67-6525, Idaho Code, made findings (approved by the Commission

Ordinance No. 2023-07 Municipal Rezone – KUNA YOUTH RECREATION ASSOC INC

on February 7, 2012) with a recommendation to the Mayor and Council that rezoning for Subject Real Property from Medium Density Residential (R-6) to CBD (Central Business District) be approved; and

- 1.4 WHEREAS**, the Kuna City Council, pursuant to public notice as required by law, held a Public Hearing on March 6, 2012, on the Rezone, as required by Section § 67-6525, Idaho Code, and in accordance with the provisions of Kuna City Code Section § 5-1A-7, issued Findings of Fact and Conclusions of Law and decision on April 3, 2012, that the requested rezone was granted with a zoning classification of CBD (Central Business District); and
- 1.5 WHEREAS**, it is necessary that the City Council adopt this Ordinance, as required by Section § 67-6511 (2) Idaho Code and Kuna City Code § 5-1A-7 G, to complete the process of implementing the decision of the Kuna City Council to Rezone the Subject Real Property from Medium Density Residential (R-6) to CBD (Central Business District) (the “Rezone”).

Section 2: Action:

- 2.1** The Subject Real Property is rezoned from **R-6 MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT TO CBD CENTRAL BUSINESS DISTRICT ZONING DISTRICT** (the “Rezone”); and
- 2.2** The Zoning Map of the City of Kuna is hereby amended to comply with this Rezone.

Section 3: Directing the City Engineer and City Clerk:

- 3.1** The City Engineer is directed to change the zoning district depictions of the Subject Real Property on the Zoning Map of the City in accordance with this Rezone Ordinance; and
- 3.2** The City Clerk is directed to file, this Ordinance in the official records of the City and to provide a conformed copy to the City Engineer, Planning and Zoning Director and Owner.

Section 4: Effective Date

- 4.1** This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law and at the discretion of the City Clerk and In lieu of publication of the entire Ordinance, a summary thereof in compliance with Section § 50-901A, Idaho Code, may be published together with compliance with the requirement of § 50-901A (2), that either the section of this Ordinance which contains the legal description or a map containing sufficient detail of the area of the Subject Real Property be published in full.

DATED this 7th day of February 2023.

CITY OF KUNA
Ada County, Idaho

Joe Stear, Mayor

ATTEST:

Chris Engels, City Clerk

EXHIBIT A

**KUNA YOUTH RECREATION ASSOC INC
MUNICIPAL REZONE FROM R-6 TO CBD**

LEGAL DESCRIPTION

A parcel of land located in a portion of the Southwest 1/4 of the Northeast 1/4 of Section 23, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho being more particularly described as follows:

Commencing at a 5/8" iron pin marking the North 1/16 corner of said Section 23 and Section 24 from which a brass cap monument marking the East 1/4 corner of said Section 23 bears South 00°03'04" West, 1310.86 feet; Thence along the north boundary line of the South 1/2 of said Northeast 1/4 of Section 23 South 89°54'03" West, 25.00 feet to a point of intersection with the westerly right-of-way line of North Linder Road; Thence continuing along said north boundary line South 89°54'03" West, 1,557.22 feet to the **REAL POINT OF BEGINNING**;

Thence leaving said north boundary line South 05°14'21" East, 301.36 feet;
Thence South 12°58'52" East, 158.23 feet;

Thence 127.13 feet along the arc of a non-tangent curve to the left having a radius of 212.00 feet, a central angle of 34°21'30", and a long chord which bears South 58°11'37" West, a distance of 125.23 feet;

Thence South 41°00'52" West, 41.30 feet to a point on the centerline of the Teed Lateral, said point also being on the northeasterly boundary line of Butler Sunview Estates No. 2 Subdivision as same is recorded in Book 36 of Plats at Page 3080, Records of Ada County, Idaho;

Thence along said boundary line and said centerline 58.19 feet along the arc of a non-tangent curve to the right having a radius of 451.24 feet, a central angle of 07°23'20", and a long chord which bears North 44°49'51" West, a distance of 58.15 feet to the most easterly corner of that certain parcel as described in Warranty Deed Instrument No. 7524632, Records of Ada County, Idaho;

Thence leaving said centerline and along the southeasterly line of said Warranty Deed Instrument No. 7524632 and the northerly boundary line of said Butler Sunview Estates Subdivision South 41°00'52" West (formerly described as being South 41°00' West in said Warranty Deed), 19.30 feet;

Thence leaving said southeasterly line and northerly boundary line North 25°03'41" West, 132.77 feet to a point on the northeasterly line of said Warranty Deed Instrument No. 7524632 and the centerline of said Teed Lateral;

Thence along said northeasterly line and said centerline the following 3 courses:

Thence North 25°03'41" West, 275.31 feet;
Thence North 30°05'31" West, 138.50 feet;

Thence North 43°24'12" West, 47.61 feet to a point on the north boundary line of said South 1/2 of the Northeast 1/4 Section 23;

Thence leaving said parcel boundary line and said Teed Lateral centerline and along said north boundary line North 89°54'03" East, 399.15 feet to the **REAL POINT OF BEGINNING**. Containing 3.27 acres, more or less.

