

**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, June 06, 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 May 16, 2023

B. Accounts Payable Dated June 01, 2023, in the amount of \$879,394.03

C. Findings of Facts and Conclusions of Law

1. Aster Grove Subdivision – 22-04-ZC (Rezone), 22-09-S (Preliminary Plat) and Project Infrastructure Agreement

D. Final Plats

1. Case No. 22-12-FP (Final Plat) Memory Ranch Subdivision No. 6
2. Case No. 23-04-FP (Final Plat) Paloma Ridge Subdivision No. 4
3. Case No. 23-05-FP (Final Plat) Falcon Crest Subdivision No. 6

E. Alcohol Licenses

1. Consideration to approve KJ's Alcohol License under new ownership.
2. Consideration to approve Moxie Java's Alcohol License.

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.

F. Resolutions

1. Resolution R38-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID FALCON CREST, LLC, FOR FALCON CREST SUBDIVISION NO. 6 FOR UNCOMPLETED WORK LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

2. Resolution R39-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID FALCON CREST, LLC, FOR FALCON CREST SUBDIVISION NO. 6 FOR UNCOMPLETED WORK FENCING PURSUANT TO THE TERMS OF THIS RESOLUTION.

3. Resolution R40-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID FALCON CREST, LLC, FOR FALCON CREST SUBDIVISION NO. 6 FOR UNCOMPLETED WORK STREETLIGHTING PURSUANT TO THE TERMS OF THIS RESOLUTION.

5. External Reports:

6. Public Hearings:

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

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

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

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

- A. Consideration to approve Case Nos. 22-14-AN (Annexation) and 22-03-LLA (Lot Line Adjustment) – Applicant request Annexation and Lot Line Adjustment approval at the NW Corner of Columbia and Ten Mile Roads, at 3350 W Columbia Road, in Section 3, Township 2 North, Range 1 West – Troy Behunin, Senior Planner, P&Z

ACTION ITEM

Open Public Hearing

Receive evidence

Consideration to close evidence presentation and proceed to deliberation

7. Business Items:

- A. Consideration to grant the request from M3 ID Valor Golf Villas, LLC to enter into the Falcon Crest Development Agreement Estoppel Certificate. Doug Hanson, Planning & Zoning Director **ACTION ITEM**
- B. Kuna-Meridian Road/State Highway 69 Railroad Overpass Planning and Environmental Linkages (PEL) Study Update: Staff requests City Council direction moving forward on railroad overpass. Doug Hanson, Planning & Zoning Director **ACTION ITEM**
- C. Consideration to approve Resolution R41-2023. Chris Engels, City Clerk **ACTION ITEM**

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

8. Ordinances:

- A. Consideration to approve Ordinance 2023-15. **ACTION ITEM**

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

- MAKING CERTAIN FINDINGS AND DECLARATIONS OF AUTHORITY; AND ANNEXING CERTAIN REAL PROPERTIES, TO WIT: ADA COUNTY ASSESSOR’S PARCEL NO. S2008223010 OWNED BY STAR ACRES PROPERTIES LLC WITHIN THE 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

9. Executive Session:**10. Mayor/Council Announcements:****11. 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, May 16, 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

(Timestamp 00:00:11)

COUNCIL MEMBERS PRESENT:

- Mayor Joe Stear
- Council President McPherson - Absent
- 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 - Absent
- Morgan Treasure, Economic Development Director
- Nancy Stauffer, Human Resource Director
- Paul Stevens, City Engineer

2. Invocation

3. Pledge of Allegiance: Mayor Stear

(Timestamp 00:00:28)

4. Consent Agenda: ACTION ITEMS

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

(Timestamp 00:00:46)

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A. Regular City Council Meeting Minutes Dated May 2, 2023

B. Accounts Payable Dated May 11, 2023, in the amount of \$810,044.91

C. Findings of Fact and Conclusions of Law.

1. Case No. 23-05-TE (Time Extension) Linrock Subdivision – Preliminary Plat Time Extension
2. Case No. 23-03-TE (Time Extension) Springhill Subdivision No. 4 – Final Plat Time Extension

Motion To: Approve the Consent Agenda

Motion By: Council Member Laraway

Motion Seconded: Council Member Bruce

Further Discussion: None

Approved by the Following Roll Call Vote:

Voting Aye: Council Members, Bruce, Laraway, Biggs

Voting No: None

Absent: McPherson

Motion Passed: 3-0-1

5. External Reports:

A. Disability Rights Idaho – Mike Ross, Board of Directors President

6. Public Hearings:

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

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

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

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

(Timestamp 00:01:49)

- A. Consideration to approve Case Nos. 22-04-ZC (Rezone), 22-09-S (Preliminary Plat) and Project Infrastructure Agreement – Toll Southwest, LLC, requests Rezone, Preliminary Plat and Project Infrastructure Agreement approval near the NWC of Columbia and Meridian Roads in Section 1, Township 2 North, Range 1 West (APN: S1301438810). Troy Behunin, Senior Planner **ACTION ITEM**

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

Jeff Bower, on behalf of Toll Brothers, reviewed the application and stood for questions.

Council Member Laraway asked some clarifying questions.

Jeff Bower responded.

Council Member Biggs asked clarifying questions.

Jeff Bower responded.

Greg Rowe, Kuna Resident asked for clarification on the project and testified neutral on the project.

Laura Shaffer, Kuna Resident expressed concerns about the project.

Danielle Horras, Kuna School District, testified in favor of the project.

Jeff Bower addressed concerns and clarifications expressed during the testimonies.

Doug Hanson, Planning & Zoning Director, clarifies Council questions in regards to access.

City Council, City Attorney and Toll Brother Representative clarify conditions for approval.

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 Member Biggs

Motion Seconded: Council Member Bruce

Voting Aye: Biggs, Bruce, Laraway

Voting No: None

Absent: McPherson

Motion Passed: 3-0-1

Motion To: Reopen the public hearing

Motion By: Council Member Biggs

Motion Seconded: Council Member Bruce

Voting Aye: Biggs, Bruce, Laraway

Voting No: None

Absent: McPherson

Motion Passed: 3-0-1

Motion To: Re-Close Evidence presentation and proceed to deliberation

Motion By: Council Member Bruce

Motion Seconded: Council Member Biggs

Voting Aye: Biggs, Bruce, Laraway

Voting No: None

Absent: McPherson

Motion Passed: 3-0-1

Motion To: Approve Case Nos. 22-04-ZC (Rezone), 22-09-S (Preliminary Plat) with the conditions identified and staff recommendations. Lots 4 and 5 blk 2 of phase 2 as stated by City Attorney, Marc Bybee.

Motion By: Council Member Bruce

Motion Seconded: Council Member Biggs

Voting Aye: Biggs, Bruce, Laraway

Voting No: None

Absent: McPherson

Motion Passed: 3-0-1

7. Business Items:

(Timestamp 01:05:19)

- A. Consideration to approve Resolution R37-2023 – Accepting the Conveyance of Property from GC Kuna Land Pursuant Infrastructure Agreement with Brisbie LLC – Morgan Treasure, Economic Development Director **ACTION ITEM**

Morgan Treasure, Economic Development Director reviewed Resolution R37-2023 and stood for questions.

Motion To: Approve Resolution R37-2023.

Motion By: Council Member Bruce

Motion Seconded: Council Member Biggs

Voting Aye: Biggs, Bruce, Laraway

Voting No: None

Absent: McPherson

Motion Passed: 3-0-1

8. Ordinances:

9. Executive Session:

(Timestamp 01:08:00)

- A. Executive Session under Idaho Code 74-206(1)(f) - To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

Motion To: Enter into Executive Session

Motion By: Council Member Biggs

Motion Seconded: Council Member Laraway

Voting Aye: Biggs, Bruce, Laraway

Voting No: None

Absent: McPherson

Motion Passed: 3-0-1

Council exited Executive Session at 7:32 PM. Information was received and no action taken.

10. Mayor/Council Announcements:

11. Adjournment: 7:33 PM

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

Minutes prepared by Nathan Stanley, Deputy City Clerk
Date Approved: CCM 06.06.2023

Report Criteria:

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

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2M COMPANY, INC.												
1461	2M COMPANY, INC.	204022873-00	15682	<u>SPRINKLER PARTS FOR DOWNTOWN PLANTERS, S. CAHILL, MAY '23</u>	05/11/2023	109.20	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	5/23		
Total 204022873-00:						109.20	.00					
1461	2M COMPANY, INC.	204022979-00	15711	<u>LANDSCAPE FABRIC PINS, J. PEREZ, MAY '23</u>	05/15/2023	60.00	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	5/23		
Total 204022979-00:						60.00	.00					
Total 2M COMPANY, INC.:						169.20	.00					
ACTION GLASS & WINDSHIELD REPAIR LLC												
1649	ACTION GLASS & WINDSHIELD REPAIR LLC	2874	15631	<u>WINDSHIELD REPAIR AND CAMERA RECALIBRATION FOR 2020 FORD ESCAPE LOCATER VEHICLE, S. HOWELL, MAY. '23-SEWER</u>	11/15/2022	352.94	352.94	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	5/23	05/12/2023	
1649	ACTION GLASS & WINDSHIELD REPAIR LLC	2874	15631	<u>WINDSHIELD REPAIR AND CAMERA RECALIBRATION FOR 2020 FORD ESCAPE LOCATER VEHICLE, S. HOWELL, MAY. '23-PI</u>	11/15/2022	134.47	134.47	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	5/23	05/12/2023	
1649	ACTION GLASS & WINDSHIELD REPAIR LLC	2874	15631	<u>WINDSHIELD REPAIR AND CAMERA RECALIBRATION FOR 2020 FORD ESCAPE LOCATER VEHICLE, S. HOWELL, MAY. '23-WATER</u>	11/15/2022	352.94	352.94	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	5/23	05/12/2023	
Total 2874:						840.35	840.35					

City of Kuna

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 Report dates: 5/12/2023-6/1/2023

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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
1649	ACTION GLASS & WINDSHIELD REPAIR LLC	2896	15631	<u>WINDSHIELD REPAIR FOR 2007 FORD F 150 SUPER CAB. S. HOWELL, MAY. '23-WATER</u>	01/11/2023	137.80	137.80	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	5/23	05/12/2023	
1649	ACTION GLASS & WINDSHIELD REPAIR LLC	2896	15631	<u>WINDSHIELD REPAIR FOR 2007 FORD F 150 SUPER CAB. S. HOWELL, MAY. '23-SEWER</u>	01/11/2023	137.80	137.80	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	5/23	05/12/2023	
1649	ACTION GLASS & WINDSHIELD REPAIR LLC	2896	15631	<u>WINDSHIELD REPAIR FOR 2007 FORD F 150 SUPER CAB. S. HOWELL, MAY. '23-PI</u>	01/11/2023	52.50	52.50	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	5/23	05/12/2023	
Total 2896:						328.10	328.10					
1649	ACTION GLASS & WINDSHIELD REPAIR LLC	2905	15631	<u>WINDOW REPAIR FOR SENIOR CENTER, S. HOWELL, MAY. '23</u>	02/08/2023	681.40	681.40	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1001	5/23	05/12/2023	
Total 2905:						681.40	681.40					
Total ACTION GLASS & WINDSHIELD REPAIR LLC:						1,849.85	1,849.85					
ADECCO USA INC												
2217	ADECCO USA INC	71221189		<u>EMPLOYMENT SERVICES, SECRETARY, APRIL. '23-WATER</u>	04/17/2023	319.88	319.88	<u>20-6050 CONTRACT LABOR</u>	0	5/23	05/26/2023	
2217	ADECCO USA INC	71221189		<u>EMPLOYMENT SERVICES, SECRETARY, APRIL. '23-SEWER</u>	04/17/2023	319.88	319.88	<u>21-6050 CONTRACT LABOR</u>	0	5/23	05/26/2023	
2217	ADECCO USA INC	71221189		<u>EMPLOYMENT SERVICES, SECRETARY, APRIL. '23-PI</u>	04/17/2023	121.84	121.84	<u>25-6050 CONTRACT LABOR</u>	0	5/23	05/26/2023	
Total 71221189:						761.60	761.60					
2217	ADECCO USA INC	71227839		<u>EMPLOYMENT SERVICES, SECRETARY, APRIL. '23-WATER</u>	04/24/2023	329.28	329.28	<u>20-6050 CONTRACT LABOR</u>	0	5/23	05/26/2023	
2217	ADECCO USA INC	71227839		<u>EMPLOYMENT SERVICES, SECRETARY, APRIL. '23-SEWER</u>	04/24/2023	329.28	329.28	<u>21-6050 CONTRACT LABOR</u>	0	5/23	05/26/2023	
2217	ADECCO USA INC	71227839		<u>EMPLOYMENT SERVICES, SECRETARY, APRIL. '23-PI</u>	04/24/2023	125.44	125.44	<u>25-6050 CONTRACT LABOR</u>	0	5/23	05/26/2023	

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
Total 71227839:						784.00	784.00					
2217	ADECCO USA INC	71246823		<u>EMPLOYMENT SERVICES, SECRETARY, N. STAUFFER, MAY. '23-WATER</u>	05/08/2023	329.28	329.28	<u>20-6050 CONTRACT LABOR</u>	0	5/23	05/12/2023	
2217	ADECCO USA INC	71246823		<u>EMPLOYMENT SERVICES, SECRETARY, N. STAUFFER, MAY. '23-SEWER</u>	05/08/2023	329.28	329.28	<u>21-6050 CONTRACT LABOR</u>	0	5/23	05/12/2023	
2217	ADECCO USA INC	71246823		<u>EMPLOYMENT SERVICES, SECRETARY, N. STAUFFER, MAY. '23-PI</u>	05/08/2023	125.44	125.44	<u>25-6050 CONTRACT LABOR</u>	0	5/23	05/12/2023	
Total 71246823:						784.00	784.00					
2217	ADECCO USA INC	71253531		<u>EMPLOYMENT SERVICES, SECRETARY, N. STAUFFER, MAY. '23-WATER</u>	05/15/2023	329.28	329.28	<u>20-6050 CONTRACT LABOR</u>	0	5/23	05/19/2023	
2217	ADECCO USA INC	71253531		<u>EMPLOYMENT SERVICES, SECRETARY, N. STAUFFER, MAY. '23-SEWER</u>	05/15/2023	329.28	329.28	<u>21-6050 CONTRACT LABOR</u>	0	5/23	05/19/2023	
2217	ADECCO USA INC	71253531		<u>EMPLOYMENT SERVICES, SECRETARY, N. STAUFFER, MAY. '23-PI</u>	05/15/2023	125.44	125.44	<u>25-6050 CONTRACT LABOR</u>	0	5/23	05/19/2023	
Total 71253531:						784.00	784.00					
2217	ADECCO USA INC	71260296		<u>EMPLOYMENT SERVICES, SECRETARY, MAY. '23</u>	05/22/2023	329.28	329.28	<u>20-6050 CONTRACT LABOR</u>	0	5/23	05/26/2023	
2217	ADECCO USA INC	71260296		<u>EMPLOYMENT SERVICES, SECRETARY, MAY. '23-SEWER</u>	05/22/2023	329.28	329.28	<u>21-6050 CONTRACT LABOR</u>	0	5/23	05/26/2023	
2217	ADECCO USA INC	71260296		<u>EMPLOYMENT SERVICES, SECRETARY, MAY. '23</u>	05/22/2023	125.44	125.44	<u>25-6050 CONTRACT LABOR</u>	0	5/23	05/26/2023	
Total 71260296:						784.00	784.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total ADECCO USA INC:						3,897.60	3,897.60					
ADVANCED COMMUNICATIONS, INC.												
1566	ADVANCED COMMUNICATIONS, INC.	IN-8001081263		<u>INTERNET SERVICES AT THE PARKS OFFICE, 05/01-05/31/2023</u>	05/02/2023	189.46	189.46	01-6290 UTILITIES	1004	5/23	05/12/2023	
Total IN-800108126361:						189.46	189.46					
Total ADVANCED COMMUNICATIONS, INC.:						189.46	189.46					
ALLIANCE MEDICAL GROUP LLC												
2072	ALLIANCE MEDICAL GROUP LLC	8773-051023		<u>EMPLOYEE DRUG SCREEN, B. BAUER, APRIL '23</u>	05/19/2023	25.00	.00	01-5950 TEAM BUILDING, ONBOARDING	0	5/23		
2072	ALLIANCE MEDICAL GROUP LLC	8773-051023		<u>EMPLOYEE DRUG SCREEN, U. RAMIREZ, APRIL '23</u>	05/19/2023	25.00	.00	21-5950 TEAM BUILDING, ONBOARDING	0	5/23		
2072	ALLIANCE MEDICAL GROUP LLC	8773-051023		<u>EMPLOYEE DRUG SCREEN, C. REGLI, APRIL '23</u>	05/19/2023	25.00	.00	01-5950 TEAM BUILDING, ONBOARDING	0	5/23		
Total 8773-051023:						75.00	.00					
Total ALLIANCE MEDICAL GROUP LLC:						75.00	.00					
ALPHA HOME PEST CONTROL, LLC												
1804	ALPHA HOME PEST CONTROL, LLC	89722		<u>QUARTERLY PEST CONTROL, 333 SHORTLINE, MAY, '23</u>	05/22/2023	95.00	.00	01-6140 MAINT. & REPAIR BUILDING	1004	5/23		
Total 89722:						95.00	.00					
Total ALPHA HOME PEST CONTROL, LLC:						95.00	.00					
AMERICAN AIR FILTER COMPANY INC												
1842	AMERICAN AIR FILTER COMPANY INC	91930799	15615	<u>12 CHARCOAL FILTERS FOR HEADWORKS BUILDING, M. NADEAU, APRIL, 23</u>	05/24/2023	928.08	.00	21-6150 M & R - SYSTEM	0	5/23		

City of Kuna

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Report dates: 5/12/2023-6/1/2023

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 91930799:						928.08	.00					
Total AMERICAN AIR FILTER COMPANY INC:						928.08	.00					
ATLAS TECHNICAL CONSULTANTS LLC												
2198	ATLAS TECHNICAL CONSULTANTS LLC	205577		<u>INSPECTION ON CONCRETE & SOIL FOR NEW POLICE STATION, N. STANLEY, APRIL '23</u>	04/20/2023	960.20	960.20	<u>01-6045 CONTINGENCY</u>	1322	5/23	05/26/2023	
Total 205577:						960.20	960.20					
Total ATLAS TECHNICAL CONSULTANTS LLC:						960.20	960.20					
AWP INC												
2184	AWP INC	00003561		<u>TRAFFIC CONTROL FOR HOMETOWN FAIR, N. STANLEY, MAY. '23</u>	05/16/2023	2,039.70	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	0	5/23		
Total 00003561:						2,039.70	.00					
Total AWP INC:						2,039.70	.00					
BOISE RIGGING SUPPLY												
246	BOISE RIGGING SUPPLY	B138548	15702	<u>STAINLESS STEEL SPRING CLIPS AND 1/2 IN SHACKLES FOR PLANT MIXER, M. NADEAU, MAY. '23</u>	05/12/2023	78.32	.00	<u>21-6150 M & R - SYSTEM</u>	0	5/23		
Total B138548:						78.32	.00					
Total BOISE RIGGING SUPPLY:						78.32	.00					
BOISE RIVER FENCE												
2105	BOISE RIVER FENCE	23179		<u>FENCE REPAIR AT DISCOVERY LIFT STATION FROM TRAFFIC ACCIDENT, T. FLEMING, MAR. '23</u>	03/15/2023	1,275.00	1,275.00	<u>21-6150 M & R - SYSTEM</u>	0	5/23	05/26/2023	

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 5/12/2023-6/1/2023

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 23179:						1,275.00	1,275.00					
Total BOISE RIVER FENCE:						1,275.00	1,275.00					
BUTTE FENCE INC												
2177	BUTTE FENCE INC	05012023BF		<u>ARBOR RIDGE FENCE REPAIR, J. ADAMS, MAY, '23</u>	05/01/2023	5,263.91	5,263.91	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	5/23	05/19/2023	
Total 05012023BF:						5,263.91	5,263.91					
Total BUTTE FENCE INC:						5,263.91	5,263.91					
CAPITAL PAVING CO												
20	CAPITAL PAVING CO	13572		<u>PATCH CURTNER AND SOUTH ASH STREET, WATER LINE REPAIR, D. CROSSLEY, MAY, '23</u>	05/24/2023	736.90	.00	20-6150 M & R - SYSTEM	0	5/23		
Total 13572:						736.90	.00					
Total CAPITAL PAVING CO:						736.90	.00					
CENTURYLINK												
62	CENTURYLINK	208922113658		<u>DEDICATED LANDLINE TO SCADA, 04/25-05/24/2023-WATER</u>	04/25/2023	28.29	28.29	20-6255 TELEPHONE EXPENSE	0	5/23	05/12/2023	
62	CENTURYLINK	208922113658		<u>DEDICATED LANDLINE TO SCADA, 04/25-05/24/2023-SEWER</u>	04/25/2023	28.29	28.29	21-6255 TELEPHONE EXPENSE	0	5/23	05/12/2023	
62	CENTURYLINK	208922113658		<u>DEDICATED LANDLINE TO SCADA, 04/25-05/24/2023-PI</u>	04/25/2023	10.79	10.79	25-6255 TELEPHONE EXPENSE	0	5/23	05/12/2023	
Total 2089221136586B04252023:						67.37	67.37					
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO SCADA, 05/07-06/06/2023-PI</u>	05/07/2023	10.34	10.34	25-6255 TELEPHONE EXPENSE	0	5/23	05/19/2023	

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62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO SCADA, 05/07-06/06/2023-SEWER</u>	05/07/2023	27.11	27.11	<u>21-6255 TELEPHONE EXPENSE</u>	0	5/23	05/19/2023	
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO SCADA, 05/07-06/06/2023-WATER</u>	05/07/2023	27.11	27.11	<u>20-6255 TELEPHONE EXPENSE</u>	0	5/23	05/19/2023	
Total 2089229179548B05072023:						64.56	64.56					
62	CENTURYLINK	208922932280		<u>INTERNET SERVICES AT THE PARKS OFFICE ,04/25-05/24/2023</u>	04/25/2023	100.58	100.58	<u>01-6255 TELEPHONE</u>	1004	5/23	05/12/2023	
Total 2089229322801B04252023:						100.58	100.58					
Total CENTURYLINK:						232.51	232.51					
CHARLES E. DAVIDSON												
1718	CHARLES E. DAVIDSON	022779		<u>2 MEDIUM, 4 LARGE AND 4 X LARGE HI-VIS SWEATSHIRTS FOR NEW TREATMENT PLANT EMPLOYEES, MAY '23- WATER</u>	05/09/2023	336.00	.00	<u>20-6285 UNIFORMS EXPENSE</u>	0	5/23		
1718	CHARLES E. DAVIDSON	022779		<u>2 MEDIUM, 4 LARGE AND 4 X LARGE HI-VIS SWEATSHIRTS FOR NEW TREATMENT PLANT EMPLOYEES, MAY '23- SEWER</u>	05/09/2023	336.00	.00	<u>21-6285 UNIFORMS EXPENSE</u>	0	5/23		
1718	CHARLES E. DAVIDSON	022779		<u>2 MEDIUM, 4 LARGE AND 4 X LARGE HI-VIS SWEATSHIRTS FOR NEW TREATMENT PLANT EMPLOYEES, MAY '23- P.I</u>	05/09/2023	128.00	.00	<u>25-6285 UNIFORMS EXPENSE</u>	0	5/23		
Total 022779:						800.00	.00					
Total CHARLES E. DAVIDSON:						800.00	.00					
CLAPIER CONSTRUCTION COMPANY INC												
2176	CLAPIER CONSTRUCTION COMPANY INC	COK10851		<u>CONSTRUCTION FROM TEN MILE FIBER TO DANSKIN LS. CONDUIT, M. BORZICK, APRIL, '23</u>	04/13/2023	13,153.00	13,153.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1325	5/23	05/26/2023	

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Total COK10851:						13,153.00	13,153.00					
Total CLAPIER CONSTRUCTION COMPANY INC:						13,153.00	13,153.00					
CLOVERDALE NURSERY												
725	CLOVERDALE NURSERY	312235	15676	<u>LAVA ROCK FOR DOWNTOWN FLOWER BEDS, J. PEREZ, MAY '23</u>	05/10/2023	218.40	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	5/23		
Total 312235:						218.40	.00					
Total CLOVERDALE NURSERY:						218.40	.00					
COASTLINE EQUIPMENT COMPANY												
1788	COASTLINE EQUIPMENT COMPANY	1016251		<u>WATER TRUCK RENTAL FOR ZAMZOWS PARK, B. WITHROW, MAY, '23</u>	05/10/2023	3,146.50	.00	<u>50-6045 CONTINGENCY</u>	1335	5/23		
Total 1016251:						3,146.50	.00					
1788	COASTLINE EQUIPMENT COMPANY	1022202		<u>RENTAL OF 524 P TIER 4 WD LOADER AND ENVIRONMENTAL FEE FOR H. ZAMZOW PARK, MAY, '23</u>	05/30/2023	4,719.75	.00	<u>50-6045 CONTINGENCY</u>	1335	5/23		
Total 1022202:						4,719.75	.00					
Total COASTLINE EQUIPMENT COMPANY:						7,866.25	.00					
COMMERCIAL TIRE INC												
2204	COMMERCIAL TIRE INC	13131	15691	<u>WHEEL ALIGNMENT ON TRUCK 44- PARKS, J. DURHAM, MAY '23</u>	05/11/2023	119.95	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	5/23		
Total 13131:						119.95	.00					
2204	COMMERCIAL TIRE INC	13275		<u>REPAIR LEAK ON JOHN DEERE BACKHOE TIRE, J. DURHAM, MAY, '23</u>	05/18/2023	120.37	.00	<u>01-6142 MAINT. & REPAIR- EQUIPMENT</u>	1004	5/23		

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				<u>'23-SEWER</u>	04/14/2023	33.60	33.60	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	5/23	05/26/2023	
1970	CREATIVE WRAPS	3178		<u>STICKERS FOR THE TREATMENT PLANT NEW EDGE, J. DURHAM, MAY. '23-PI</u>	04/14/2023	12.80	12.80	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	5/23	05/26/2023	
	Total 3178:					160.00	160.00					
1970	CREATIVE WRAPS	3179		<u>STICKERS ON NEW SERVICE TRUCK AND ON PARKS NEW F350, J. DURHAM, MAY. '23</u>	04/17/2023	160.00	160.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	5/23	05/26/2023	
	Total 3179:					160.00	160.00					
	Total CREATIVE WRAPS:					320.00	320.00					
CUMMINS INC												
266	CUMMINS INC	39-74050		<u>1 OF 2 GENERATORS CONTROL SOFTWARE UPGRADE, T. FLEMING, MAY. '23</u>	05/08/2023	803.94	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	5/23		
	Total 39-74050:					803.94	.00					
266	CUMMINS INC	39-74051		<u>2 OF 2 GENERATORS CONTROL SOFTWARE UPGRADE, T. FLEMING, MAY. '23</u>	05/08/2023	803.94	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	5/23		
	Total 39-74051:					803.94	.00					
	Total CUMMINS INC:					1,607.88	.00					
CUSTOM ELECTRIC, INC.												
147	CUSTOM ELECTRIC, INC.	9106	15681	<u>PROGRAMMING FOR PI STATION AT ARDELL AND CHAPPAROSA, C. DEYOUNG, MAY. '23</u>	05/10/2023	315.00	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	5/23		

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Total 9106:						315.00	.00					
147	CUSTOM ELECTRIC, INC.	9110	15731	<u>TROUBLESHOOT RESERVOIR MIXER AT BUTLER WELL. M. WEBB. MAY. '23</u>	05/16/2023	157.50	.00	20-6150 M & R - SYSTEM	0	5/23		
Total 9110:						157.50	.00					
147	CUSTOM ELECTRIC, INC.	9111	15741	<u>CONTROL PANEL @ HUBBARD LIFT STATION.D. CROSSLEY. MAY'23</u>	05/18/2023	2,693.12	.00	21-6150 M & R - SYSTEM	0	5/23		
Total 9111:						2,693.12	.00					
147	CUSTOM ELECTRIC, INC.	9120	15769	<u>PROGRAMMING AT MEMORY RANCH AND NORTH PLANT. M. NADEU. MAY '23</u>	05/23/2023	315.00	.00	21-6150 M & R - SYSTEM	0	5/23		
Total 9120:						315.00	.00					
Total CUSTOM ELECTRIC, INC.:						3,480.62	.00					
D & B SUPPLY												
75	D & B SUPPLY	47959	15720	<u>POTTING SOIL FOR PLANTS. J. PEREZ. MAY '23</u>	05/16/2023	47.97	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	5/23		
Total 47959:						47.97	.00					
75	D & B SUPPLY	48144	15744	<u>FLOWERS FOR DOWNTOWN. J. PEREZ. MAY '23</u>	05/18/2023	382.05	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	5/23		
Total 48144:						382.05	.00					
75	D & B SUPPLY	65361	15689	<u>SHOWER WAND FOR WATERING. J. PEREZ. MAY '23</u>	05/11/2023	10.99	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	5/23		

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Total 65361:						10.99	.00					
75	D & B SUPPLY	66142	15718	<u>IRRIGATION TUBING FOR DOWNTOWN FLOWERS, J.PEREZ, MAY'23</u>	05/15/2023	15.98	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	5/23		
Total 66142:						15.98	.00					
75	D & B SUPPLY	67429	15759	<u>GREASE GUN & COUPLER FOR SPLASH PAD, R. WARWICK, MAY, '23</u>	05/22/2023	19.99	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	5/23		
75	D & B SUPPLY	67429	15759	<u>JOINT PLIERS FOR SPLASH PAD, R. WARWICK, MAY, '23</u>	05/22/2023	29.27	.00	<u>01-6175 SMALL TOOLS</u>	1004	5/23		
Total 67429:						49.26	.00					
75	D & B SUPPLY	69079	15705	<u>NOZZLE FOR DIESEL SLIP TANK, J.DURHAM, MAY'23</u>	05/12/2023	119.99	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	5/23		
Total 69079:						119.99	.00					
75	D & B SUPPLY	88544	15683	<u>98 GALLON STEEL TRANSFER TANK, DIESEL AUTO NOZZLE PUMP, 12 VOLT PUMP, J. DURHAM, MAY '23</u>	05/11/2023	1,243.97	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	5/23		
75	D & B SUPPLY	88544	15683	<u>36 GALLON BLACK TRANSFER TANK, DIESEL AUTO PUMP, 12 VOLT PUMP, J. DURHAM, MAY '23-FLEET</u>	05/11/2023	461.99	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	5/23		
75	D & B SUPPLY	88544	15683	<u>36 GALLON BLACK TRANSFER TANK, DIESEL AUTO PUMP, 12 VOLT PUMP, J. DURHAM, MAY '23-WATER</u>	05/11/2023	184.80	.00	<u>20-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	5/23		
75	D & B SUPPLY	88544	15683	<u>36 GALLON BLACK TRANSFER TANK, DIESEL AUTO PUMP, 12 VOLT PUMP, J. DURHAM, MAY '23-SEWER</u>	05/11/2023	184.80	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	5/23		

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75	D & B SUPPLY	88544	15683	<u>36 GALLON BLACK TRANSFER TANK, DIESEL AUTO PUMP, 12 VOLT PUMP, J. DURHAM, MAY '23-PI</u>	05/11/2023	92.38	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	5/23		
Total 88544:						2,167.94	.00					
75	D & B SUPPLY	88583	15688	<u>SPRINKLER TUBING AND RAZOR KNIFE FOR IRRIGATION SUPPLIES FOR FLOWERS, J. PEREZ, MAY '23</u>	05/11/2023	29.97	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	5/23		
Total 88583:						29.97	.00					
75	D & B SUPPLY	90795	15755	<u>2 PAIRS OF WORK BOOTS FOR M. NADEAU, MAY '23</u>	05/22/2023	299.00	.00	<u>21-6285 UNIFORMS EXPENSE</u>	0	5/23		
Total 90795:						299.00	.00					
75	D & B SUPPLY	91305	15777	<u>POLY PLUG, J. DURHAM, MAY '23</u>	05/25/2023	1.79	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	5/23		
75	D & B SUPPLY	91305	15777	<u>NEW IMPACT DRIVER AND CUT OFF BLADE FOR PARKS, J. DURHAM, MAY '23</u>	05/25/2023	182.98	.00	<u>01-6175 SMALL TOOLS</u>	1004	5/23		
Total 91305:						184.77	.00					
75	D & B SUPPLY	96641		<u>RETURN DIESEL NOZZLE PUMP, J. DURHAM, MAY '23-PI</u>	05/12/2023	-10.00	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	5/23		
75	D & B SUPPLY	96641		<u>SWIVEL ELBOW PIPE, J. DURHAM, MAY '23-FLEET</u>	05/12/2023	30.00	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	5/23		
75	D & B SUPPLY	96641		<u>SWIVEL ELBOW PIPE, J. DURHAM, MAY '23-WATER</u>	05/12/2023	12.00	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	5/23		

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75	D & B SUPPLY	96641		<u>SWIVEL ELBOW PIPE, J. DURHAM, MAY. '23-SEWER</u>	05/12/2023	12.00	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	5/23		
75	D & B SUPPLY	96641		<u>SWIVEL ELBOW PIPE, J. DURHAM, MAY. '23-PI</u>	05/12/2023	6.00	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	5/23		
75	D & B SUPPLY	96641	15703	<u>RETURN DIESEL NOZZLE PUMP, J. DURHAM, MAY '23</u>	05/12/2023	-99.99	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	5/23		
75	D & B SUPPLY	96641		<u>DIESEL NOZZLE CLIP, J. DURHAM, MAY. '23</u>	05/12/2023	119.99	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	5/23		
75	D & B SUPPLY	96641		<u>SWIVEL ELBOW PIPE, J. DURHAM, MAY.'23</u>	05/12/2023	59.99	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	5/23		
75	D & B SUPPLY	96641		<u>RETURN DIESEL NOZZLE PUMP, J. DURHAM, MAY. '23- FLEET</u>	05/12/2023	-50.00	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	5/23		
75	D & B SUPPLY	96641		<u>RETURN DIESEL NOZZLE PUMP, J. DURHAM, MAY. '23- WATER</u>	05/12/2023	-20.00	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	5/23		
75	D & B SUPPLY	96641		<u>RETURN DIESEL NOZZLE PUMP, J. DURHAM, MAY. '23- SEWER</u>	05/12/2023	-20.00	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	5/23		
75	D & B SUPPLY	96641	15703	<u>RETURN FUEL TANK, J. DURHAM, MAY '23</u>	05/12/2023	-649.99	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	5/23		
75	D & B SUPPLY	96641	15703	<u>75 GL COMBO STEEL TANK, J. DURHAM, MAY '23</u>	05/12/2023	829.99	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	5/23		
Total 96641:						219.99	.00					
75	D & B SUPPLY	97408	15723	<u>WATERING CAN & LIFTING STRAPS, B. BAUER, MAY '23</u>	05/16/2023	44.97	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	5/23		

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Total 97408:						44.97	.00					
75	D & B SUPPLY	97804	15745	<u>SEALANT, BALL VALVE, FASTENER & HOSE CLAMP FOR THE FARM, R. HENZE, MAY '23</u>	05/18/2023	34.30	.00	21-6090 FARM EXPENDITURES	0	5/23		
Total 97804:						34.30	.00					
75	D & B SUPPLY	97874	15747	<u>GLUE FOR PVC PIPE FOR IRRIGATION, D. ABBOTT, MAY, 23</u>	05/19/2023	19.99	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	5/23		
Total 97874:						19.99	.00					
75	D & B SUPPLY	98162	15709	<u>WORK BOOTS FOR B. VILLANUEVA, MAY '23</u>	05/12/2023	197.99	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	5/23		
Total 98162:						197.99	.00					
75	D & B SUPPLY	98649	15762	<u>UTILITY GAS CANS FOR PARKS OFFICE, MAY '23</u>	05/23/2023	149.95	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	5/23		
Total 98649:						149.95	.00					
Total D & B SUPPLY:						3,975.11	.00					
DIGLINE												
25	DIGLINE	0071192-IN		<u>DIG FEES, MAR. '23-PI</u>	03/31/2023	98.45	98.45	25-6065 DIG LINE EXPENSE	0	5/23	05/19/2023	
25	DIGLINE	0071192-IN		<u>DIG FEES, MAR. '23-SEWER</u>	03/31/2023	258.39	258.39	21-6065 DIG LINE EXPENSE	0	5/23	05/19/2023	
25	DIGLINE	0071192-IN		<u>DIG FEES, MAR. '23-WATER</u>	03/31/2023	258.39	258.39	20-6065 DIG LINE EXPENSE	0	5/23	05/19/2023	

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Total 0071192-IN:						615.23	615.23					
25	DIGLINE	0071340-IN		<u>DIG FEES, APRIL, '23-PI</u>	04/30/2023	206.15	.00	25-6065 DIG LINE EXPENSE	0	5/23		
25	DIGLINE	0071340-IN		<u>DIG FEES, APRIL, '23-SEWER</u>	04/30/2023	541.14	.00	21-6065 DIG LINE EXPENSE	0	5/23		
25	DIGLINE	0071340-IN		<u>DIG FEES, APRIL, '23-WATER</u>	04/30/2023	541.14	.00	20-6065 DIG LINE EXPENSE	0	5/23		
Total 0071340-IN:						1,288.43	.00					
Total DIGLINE:						1,903.66	615.23					
DUBOIS CHEMICALS INC												
512	DUBOIS CHEMICALS INC	IN-30135881	15767	<u>1 TOTE OF CHLORINE, J.COX, MAY, '23</u>	05/30/2023	863.38	.00	20-6151 M & R - PROCESS CHEMICALS	0	5/23		
Total IN-30135881:						863.38	.00					
Total DUBOIS CHEMICALS INC:						863.38	.00					
DYNA PARTS LLC												
2115	DYNA PARTS LLC	277917	15695	<u>BUTANE TORCH AND RAZOR BLADES FOR FLEET, J. DURHAM, MAY '23- ADMIN</u>	05/12/2023	31.88	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	5/23		
2115	DYNA PARTS LLC	277917	15695	<u>BUTANE TORCH AND RAZOR BLADES FOR FLEET, J. DURHAM, MAY '23- WATER</u>	05/12/2023	12.75	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	5/23		
2115	DYNA PARTS LLC	277917	15695	<u>BUTANE TORCH AND RAZOR BLADES FOR FLEET, J. DURHAM, MAY '23- SEWER</u>	05/12/2023	12.75	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	5/23		
2115	DYNA PARTS LLC	277917		<u>BUTANE TORCH AND RAZOR BLADES FOR FLEET, J. DURHAM, MAY '23- P.I</u>	05/12/2023	6.38	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	5/23		

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Total 277917:						63.76	.00					
2115	DYNA PARTS LLC	277918	15692	<u>U JOINTS FOR PARKS TRUCK 44. J. DURHAM, MAY '23</u>	05/12/2023	72.87	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	5/23		
Total 277918:						72.87	.00					
2115	DYNA PARTS LLC	277920	15697	<u>CLAMPS AND FUSE HOLDERS FOR FLEET, J. DURHAM, MAY '23- ADMIN</u>	05/12/2023	14.57	.00	<u>01-6175 SMALL TOOLS</u>	0	5/23		
2115	DYNA PARTS LLC	277920	15697	<u>CLAMPS AND FUSE HOLDERS FOR FLEET, J. DURHAM, MAY '23- WATER</u>	05/12/2023	5.82	.00	<u>20-6175 SMALL TOOLS</u>	0	5/23		
2115	DYNA PARTS LLC	277920	15697	<u>CLAMPS AND FUSE HOLDERS FOR FLEET, J. DURHAM, MAY '23- SEWER</u>	05/12/2023	5.82	.00	<u>21-6175 SMALL TOOLS</u>	0	5/23		
2115	DYNA PARTS LLC	277920	15697	<u>CLAMPS AND FUSE HOLDERS FOR FLEET, J. DURHAM, MAY '23- P.I</u>	05/12/2023	2.91	.00	<u>25-6175 SMALL TOOLS</u>	0	5/23		
Total 277920:						29.12	.00					
2115	DYNA PARTS LLC	278030	15712	<u>BALL JOINT PRESS RENTAL FOR FLEET, J. DURHAM, MAY '23- WATER</u>	05/15/2023	31.40	.00	<u>20-6212 RENT - EQUIPMENT</u>	0	5/23		
2115	DYNA PARTS LLC	278030	15712	<u>BALL JOINT PRESS RENTAL FOR FLEET, J. DURHAM, MAY '23- SEWER</u>	05/15/2023	31.40	.00	<u>21-6212 RENT- EQUIPMENT</u>	0	5/23		
2115	DYNA PARTS LLC	278030	15712	<u>BALL JOINT PRESS RENTAL FOR FLEET, J. DURHAM, MAY '23- P.I</u>	05/15/2023	15.69	.00	<u>25-6212 RENT - EQUIPMENT</u>	0	5/23		
2115	DYNA PARTS LLC	278030	15712	<u>BALL JOINT PRESS RENTAL FOR FLEET, J. DURHAM, MAY '23- ADMIN</u>	05/15/2023	78.50	.00	<u>01-6212 RENT- EQUIPMENT</u>	0	5/23		

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Total 278030:						156.99	.00					
2115	DYNA PARTS LLC	278036	15715	<u>2 EACH 2 PACK MINITURE LIGHT BULBS T.FLEMING, MAY'23</u>	05/15/2023	13.98	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	5/23		
Total 278036:						13.98	.00					
2115	DYNA PARTS LLC	278080		<u>6 EACH 2.5 GALLON BOTTLES OF DEF FOR PARKS EQUIPMENT, MAY '23</u>	05/16/2023	80.94	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	5/23		
Total 278080:						80.94	.00					
2115	DYNA PARTS LLC	278114	15721	<u>U. JOINT FOR PARKS TRUCK 44, J. DURHAM, MAY, '23</u>	05/16/2023	24.29	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	5/23		
2115	DYNA PARTS LLC	278114	15721	<u>BRAKE CLEAN FOR SHOP, MAY, '23- ADMIN</u>	05/16/2023	20.34	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	5/23		
2115	DYNA PARTS LLC	278114	15721	<u>BRAKE CLEAN FOR SHOP, MAY, '23- WATER</u>	05/16/2023	8.14	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	5/23		
2115	DYNA PARTS LLC	278114	15721	<u>BRAKE CLEAN FOR SHOP, MAY, '23- SEWER</u>	05/16/2023	8.14	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	5/23		
2115	DYNA PARTS LLC	278114	15721	<u>BRAKE CLEAN FOR SHOP, MAY, '23- P.I</u>	05/16/2023	4.06	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	5/23		
Total 278114:						64.97	.00					
2115	DYNA PARTS LLC	278158		<u>CREDIT/RETURN BALL JOINT PRESS RENTAL FOR FLEET- P.I</u>	05/17/2023	-15.69	.00	<u>25-6212 RENT - EQUIPMENT</u>	0	5/23		
2115	DYNA PARTS LLC	278158		<u>CREDIT/RETURN BALL JOINT PRESS RENTAL FOR FLEET- ADMIN</u>	05/17/2023	-78.50	.00	<u>01-6212 RENT- EQUIPMENT</u>	0	5/23		

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				<u>WATER</u>	05/22/2023	7.37	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	5/23		
2115	DYNA PARTS LLC	278449	15757	<u>MUD FLAPS FOR WHITE DUMP TRUCK, J DURHAM, MAY '23- SEWER</u>	05/22/2023	7.37	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	5/23		
2115	DYNA PARTS LLC	278449	15757	<u>MUD FLAPS FOR WHITE DUMP TRUCK, J DURHAM, MAY '23- P.I</u>	05/22/2023	3.69	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	5/23		
Total 278449:						36.86	.00					
2115	DYNA PARTS LLC	278600		<u>ONE EACH CORE BATTERY DEPOSIT FOR SEWER DEPT PORTABLE WELDER THAT PARKS USED, MAY '23</u>	05/24/2023	10.80	.00	01-6097 DEPOSITS ON ACCOUNT	1004	5/23		
2115	DYNA PARTS LLC	278600		<u>REFUND/CREDIT CORE DEPOSIT ON INVOICE 278600, MAY '23</u>	05/24/2023	-10.80	.00	01-6097 DEPOSITS ON ACCOUNT	1004	5/23		
2115	DYNA PARTS LLC	278600	15775	<u>BATTERY FOR THE SEWER DEPARTMENT PORTABLE WELDER THAT PARKS USED, S. HOWELL, MAY, '23</u>	05/24/2023	78.86	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	5/23		
Total 278600:						78.86	.00					
2115	DYNA PARTS LLC	278910	15795	<u>DISPOSABLE GLOVES FOR FLEET, J. DURHAM, MAY, '23- SEWER</u>	05/31/2023	3.00	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	5/23		
2115	DYNA PARTS LLC	278910	15795	<u>DISPOSABLE GLOVES FOR FLEET, J. DURHAM, MAY, '23- P.I</u>	05/31/2023	1.49	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	5/23		
2115	DYNA PARTS LLC	278910	15795	<u>FILTERS AND HOSE FOR PUMP TRAILER FOR SEWER, J. DURHAM, MAY, '23</u>	05/31/2023	130.72	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	5/23		
2115	DYNA PARTS LLC	278910	15795	<u>DISPOSABLE GLOVES FOR FLEET, J. DURHAM, MAY, '23- ADMIN</u>	05/31/2023	7.50	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	5/23		

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2115	DYNA PARTS LLC	278910	15795	<u>DISPOSABLE GLOVES FOR FLEET.J. DURHAM, MAY, '23- WATER</u>	05/31/2023	3.00	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	5/23		
Total 278910:						145.71	.00					
Total DYNA PARTS LLC:						635.35	.00					
ELAM & BURKE												
796	ELAM & BURKE	202017		<u>LEGAL SERVICES, GENERAL REPRESENTATION, 04/06-04/30/2023</u>	04/30/2023	1,500.00	.00	<u>52-6202 PROFESSIONAL SERVICES</u>	0	5/23		
Total 202017:						1,500.00	.00					
796	ELAM & BURKE	202018		<u>LEGAL SERVICES, EAST KUNA PLAN, 04/04-04/30/2023</u>	04/30/2023	50.00	.00	<u>52-6202 PROFESSIONAL SERVICES</u>	0	5/23		
Total 202018:						50.00	.00					
Total ELAM & BURKE:						1,550.00	.00					
EMD MILLIPORE CORPORATION												
1421	EMD MILLIPORE CORPORATION	10802164	15251	<u>FULL SERVICE ON MILLIPORE DI WATER MACHINE. M. NADEAU, FEB. '23</u>	03/30/2023	7,169.73	7,169.73	<u>21-6150 M & R - SYSTEM</u>	0	5/23	05/12/2023	
Total 10802164:						7,169.73	7,169.73					
Total EMD MILLIPORE CORPORATION:						7,169.73	7,169.73					
EQUIPMENT SERVICE PROFESSIONALS INC												
2001	EQUIPMENT SERVICE PROFESSIONALS INC	16848		<u>REPLACED THE WHEEL SPEED SENSOR, INSTALLED NEW PARKING BRAKE SWITCH, ADDED COOLANT AND BURPED THE SYSTEM. J. DURHAM, MAY, '23</u>	03/23/2023	2,594.86	2,594.86	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	5/23	05/19/2023	

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Total 16848:						2,594.86	2,594.86					
Total EQUIPMENT SERVICE PROFESSIONALS INC:						2,594.86	2,594.86					
FATBEAM LLC												
1831	FATBEAM LLC	34736		<u>MONTHLY RECURRING CHARGES FOR INTERNET SERVICES FOR JUNE. '23-ADMIN</u>	06/01/2023	95.00	.00	<u>01-6052 CONTRACT SERVICES</u>	0	5/23		
1831	FATBEAM LLC	34736		<u>MONTHLY RECURRING CHARGES FOR INTERNET SERVICES FOR JUNE. '23-WATER</u>	06/01/2023	65.00	.00	<u>20-6052 CONTRACT SERVICES</u>	0	5/23		
1831	FATBEAM LLC	34736		<u>MONTHLY RECURRING CHARGES FOR INTERNET SERVICES FOR JUNE. '23-SEWER</u>	06/01/2023	65.00	.00	<u>21-6052 CONTRACT SERVICES</u>	0	5/23		
1831	FATBEAM LLC	34736		<u>MONTHLY RECURRING CHARGES FOR INTERNET SERVICES FOR JUNE. '23-PI</u>	06/01/2023	25.00	.00	<u>25-6052 CONTRACT SERVICES</u>	0	5/23		
Total 34736:						250.00	.00					
Total FATBEAM LLC:						250.00	.00					
FERGUSON ENTERPRISES INC												
219	FERGUSON ENTERPRISES INC	0853490	15706	<u>MISC FITTINGS FOR REPAIR AND STOCK. B.BARROSO, MAY'23-WATER</u>	05/12/2023	6,096.27	.00	<u>20-6150 M & R - SYSTEM</u>	0	5/23		
219	FERGUSON ENTERPRISES INC	0853490	15706	<u>MISC FITTINGS FOR REPAIR AND STOCK. B.BARROSO, MAY'23-PI</u>	05/12/2023	1,524.07	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	5/23		
Total 0853490:						7,620.34	.00					
Total FERGUSON ENTERPRISES INC:						7,620.34	.00					

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GRANITE EXCAVATION INC												
1907	GRANITE EXCAVATION INC	23911		<u>LS REMOVE & REPLACE 1" WATER SERVICE AT POLICE STATION, N. STANLEY, MAY '23</u>	05/15/2023	1,302.03	.00	<u>01-6045 CONTINGENCY</u>	1322	5/23		
Total 23911:						1,302.03	.00					
Total GRANITE EXCAVATION INC:						1,302.03	.00					
H.D. FOWLER COMPANY												
1552	H.D. FOWLER COMPANY	16400359	15761	<u>IRRIGATION PARTS FOR PARKS, D. ABBOTT, MAY '23</u>	05/23/2023	273.68	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	5/23		
1552	H.D. FOWLER COMPANY	16400359	15761	<u>TRENCHING SHOVEL & RUBBER MALLET, D. ABBOTT, MAY '23</u>	05/23/2023	36.67	.00	<u>01-6175 SMALL TOOLS</u>	1004	5/23		
Total 16400359:						310.35	.00					
Total H.D. FOWLER COMPANY:						310.35	.00					
HD SUPPLY INC												
265	HD SUPPLY INC	INV00006429	15669	<u>4 DO PROBS REPLACEMNT CAPS FOR SEWER, M. WEBB, MAY '23</u>	05/09/2023	1,352.35	.00	<u>21-6152 M & R - LABORATORY COSTS</u>	0	5/23		
Total INV00006429:						1,352.35	.00					
Total HD SUPPLY INC:						1,352.35	.00					
HDR ENGINEERING INC												
1646	HDR ENGINEERING INC	1200522134		<u>PROFESSIONAL SERVICES FROM 04/02-05/06/2023-WATER SYSTEM MASTER PLAN</u>	05/16/2023	11,711.40	.00	<u>20-6045 CONTINGENCY</u>	1314	5/23		
Total 1200522134:						11,711.40	.00					
Total HDR ENGINEERING INC:						11,711.40	.00					

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IDAHO POWER (CONSTRUCTION)												
1668	IDAHO POWER (CONSTRUCTION)	05182023IDP		<u>W HUBBARD RD- UNDERGROUND LINE EXTENSION, C. FEISTNER, MAY. '23</u>	05/18/2023	34,169.00	34,169.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	5/23	05/26/2023	
Total 05182023IDP:						34,169.00	34,169.00					
1668	IDAHO POWER (CONSTRUCTION)	05262023IPC		<u>LINDER & HUBBARD POLE TOP SWITCH, C. FEISTNER, MAY. '23</u>	05/09/2023	12,633.00	12,633.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	5/23	05/26/2023	
Total 05262023IPC:						12,633.00	12,633.00					
1668	IDAHO POWER (CONSTRUCTION)	05262023IPCA		<u>WEST HUBBARD RD-OH LINE EXTENSION, C. FEISTNER, MAY. '23</u>	05/17/2023	6,391.00	6,391.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	5/23	05/26/2023	
Total 05262023IPCA:						6,391.00	6,391.00					
Total IDAHO POWER (CONSTRUCTION):						53,193.00	53,193.00					
IDAHO POWER CO												
38	IDAHO POWER CO	05122023IP		<u>ELECTRIC SERVICE, 03/08- 04/24/2023-STREETS</u>	05/02/2023	4,873.52	4,873.52	<u>01-6290 UTILITIES</u>	1002	5/23	05/12/2023	
Total 05122023IP:						4,873.52	4,873.52					
38	IDAHO POWER CO	05262023IP		<u>ELECTRIC SERVICE 04/13- 05/16/2023-ADMIN</u>	05/16/2023	334.40	334.40	<u>01-6290 UTILITIES</u>	0	5/23	05/26/2023	
38	IDAHO POWER CO	05262023IP		<u>ELECTRIC SERVICE 04/13- 05/16/2023-SENIOR CENTER</u>	05/16/2023	282.52	282.52	<u>01-6290 UTILITIES</u>	1001	5/23	05/26/2023	
38	IDAHO POWER CO	05262023IP		<u>ELECTRIC SERVICE 04/13- 05/16/2023-STREET LIGHTS</u>	05/16/2023	2,104.02	2,104.02	<u>01-6290 UTILITIES</u>	1002	5/23	05/26/2023	
38	IDAHO POWER CO	05262023IP		<u>ELECTRIC SERVICE 04/13- 05/16/2023-PARKS</u>	05/16/2023	36.61	36.61	<u>01-6290 UTILITIES</u>	1004	5/23	05/26/2023	
38	IDAHO POWER CO	05262023IP		<u>ELECTRIC SERVICE 04/13- 05/16/2023-WATER</u>	05/16/2023	143.92	143.92	<u>20-6290 UTILITIES EXPENSE</u>	0	5/23	05/26/2023	

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38	IDAHO POWER CO	05262023IP		<u>ELECTRIC SERVICE 04/13-05/16/2023-SEWER</u>	05/16/2023	143.93	143.93	21-6290 UTILITIES EXPENSE	0	5/23	05/26/2023	
38	IDAHO POWER CO	05262023IP		<u>ELECTRIC SERVICE 04/13-05/16/2023-PI</u>	05/16/2023	66.24	66.24	25-6290 UTILITIES EXPENSE	0	5/23	05/26/2023	
Total 05262023IP:						3,111.64	3,111.64					
Total IDAHO POWER CO:						7,985.16	7,985.16					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	34514		<u>AD# 372899, LEGAL PUBLIC NOTICE, CASE NO. 23-01-OA, TITLE 5 & TITLE 6, MAY, '23</u>	05/24/2023	56.92	.00	01-6125 LEGAL PUBLICATIONS	1003	5/23		
Total 34514:						56.92	.00					
1802	IDAHO PRESS TRIBUNE, LLC	34515	15701	<u>AD# 372902, LEGAL PUBLIC NOTICE, CASE NO 22-14, JOE & KATHY GUIDO, T.BEHUNIN, MAY, '23</u>	05/24/2023	63.82	.00	01-6125 LEGAL PUBLICATIONS	1003	5/23		
Total 34515:						63.82	.00					
1802	IDAHO PRESS TRIBUNE, LLC	34516	15700	<u>AD#376274, LEGAL PUBLIC NOTICE, CASE NO 21-13-AN & 21-09-S, LEE COUNTRY SUBDIVISION, T. BEHUNIN, MAY, '23</u>	05/24/2023	41.82	.00	01-6125 LEGAL PUBLICATIONS	1003	5/23		
Total 34516:						41.82	.00					
1802	IDAHO PRESS TRIBUNE, LLC	34698	15792	<u>AD#379007, CASE NO.22-10--S, VALOR WEST ATSUBDIVISION, T. BEHUNIN, MAY '23</u>	05/31/2023	38.12	.00	01-6125 LEGAL PUBLICATIONS	1003	5/23		
Total 34698:						38.12	.00					
Total IDAHO PRESS TRIBUNE, LLC:						200.68	.00					

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IDAHO TOOL & EQUIPMENT, INC.												
1667	IDAHO TOOL & EQUIPMENT, INC.	2305-047537	15636	<u>HEAVY DUTY STRAP OIL FILTER WRENCH. M. NADEAU, MAY. '23</u>	05/03/2023	65.89	.00	<u>21-6175 SMALL TOOLS</u>	0	5/23		
1667	IDAHO TOOL & EQUIPMENT, INC.	2305-047537	15636	<u>TONGUE AND GROOVE STRAIGHT JAW PLIERS. C. DEYOUNG, MAY. '23</u>	05/03/2023	37.69	.00	<u>20-6175 SMALL TOOLS</u>	0	5/23		
Total 2305-047537:						103.58	.00					
Total IDAHO TOOL & EQUIPMENT, INC.:						103.58	.00					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	482195000050		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 04/04-05/03/2023-PI</u>	05/04/2023	153.31	153.31	<u>25-6290 UTILITIES EXPENSE</u>	0	5/23	05/12/2023	
37	INTERMOUNTAIN GAS CO	482195000050		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 04/04-05/03/2023-SEWER</u>	05/04/2023	398.53	398.53	<u>21-6290 UTILITIES EXPENSE</u>	0	5/23	05/12/2023	
37	INTERMOUNTAIN GAS CO	482195000050		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 04/04-05/03/2023-WATER</u>	05/04/2023	398.53	398.53	<u>20-6290 UTILITIES EXPENSE</u>	0	5/23	05/12/2023	
37	INTERMOUNTAIN GAS CO	482195000050		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 04/04-05/03/2023-ADMIN</u>	05/04/2023	582.47	582.47	<u>01-6290 UTILITIES</u>	0	5/23	05/12/2023	
Total 48219500005042023:						1,532.84	1,532.84					
Total INTERMOUNTAIN GAS CO:						1,532.84	1,532.84					
IRMINGER CONSTRUCTION												
188	IRMINGER CONSTRUCTION	4168		<u>6 HOURS CRANE AND LABOR @ ORCHARD LIFT STATION. T. FLEMING, MAY. '23</u>	05/15/2023	900.00	.00	<u>21-6150 M & R - SYSTEM</u>	0	5/23		
Total 4168:						900.00	.00					

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Total IRMINGER CONSTRUCTION:						900.00	.00					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	05052023-0511		<u>SANITATION RECEIPT TRANSFER, 05/05-05/11/2023</u>	05/12/2023	88,326.00	88,326.00	26-7000 SOLID WASTE SERVICE FEES	0	5/23	05/12/2023	
230	J & M SANITATION, INC.	05052023-0511		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 05/05-05/11/2023</u>	05/12/2023	-8,726.60	-8,726.60	01-4170 FRANCHISE FEES	0	5/23	05/12/2023	
Total 05052023-05112023:						79,599.40	79,599.40					
230	J & M SANITATION, INC.	05122023-051		<u>SANITATION RECEIPT TRANSFER, 05/12-05/18/2023</u>	05/19/2023	131,124.19	131,124.19	26-7000 SOLID WASTE SERVICE FEES	0	5/23	05/19/2023	
230	J & M SANITATION, INC.	05122023-051		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 05/12-05/18/2023</u>	05/19/2023	-12,955.06	-12,955.06	01-4170 FRANCHISE FEES	0	5/23	05/19/2023	
Total 05122023-05182023:						118,169.13	118,169.13					
230	J & M SANITATION, INC.	05192023-052		<u>SANITATION RECEIPT TRANSFER, 05/19-05/25/2023</u>	05/26/2023	16,509.48	16,509.48	26-7000 SOLID WASTE SERVICE FEES	0	5/23	05/26/2023	
230	J & M SANITATION, INC.	05192023-052		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 05/19-05/25/2023</u>	05/26/2023	-1,631.14	-1,631.14	01-4170 FRANCHISE FEES	0	5/23	05/26/2023	
Total 05192023-05252023:						14,878.34	14,878.34					
Total J & M SANITATION, INC.:						212,646.87	212,646.87					
JACK HENRY & ASSOCIATES, INC.												
1328	JACK HENRY & ASSOCIATES, INC.	4296468		<u>ACH MONTHLY PROCESSING FEE-ADMIN</u>	05/01/2023	39.97	39.97	01-6052 CONTRACT SERVICES	0	5/23	05/19/2023	
1328	JACK HENRY & ASSOCIATES, INC.	4296468		<u>ACH MONTHLY PROCESSING FEE-WATER</u>	05/01/2023	27.34	27.34	20-6052 CONTRACT SERVICES	0	5/23	05/19/2023	

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1328	JACK HENRY & ASSOCIATES, INC.	4296468		<u>ACH MONTHLY PROCESSING FEE-SEWER</u>	05/01/2023	27.34	27.34	<u>21-6052 CONTRACT SERVICES</u>	0	5/23	05/19/2023	
1328	JACK HENRY & ASSOCIATES, INC.	4296468		<u>ACH MONTHLY PROCESSING FEE-PI</u>	05/01/2023	10.54	10.54	<u>25-6052 CONTRACT SERVICES</u>	0	5/23	05/19/2023	
Total 4296468:						105.19	105.19					
Total JACK HENRY & ASSOCIATES, INC.:						105.19	105.19					
J-U-B ENGINEERS, INC.												
1236	J-U-B ENGINEERS, INC.	0162299		<u>PROFESSIONAL SERVICES FROM 02/26-04/30/2023. TEN MILE LIFT STATION ALTERNATIVE</u>	05/15/2023	682.20	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	5/23		
Total 0162299:						682.20	.00					
1236	J-U-B ENGINEERS, INC.	0162358		<u>PROFESSIONAL SERVICES FROM 04/01-04/30/2023. RAILROAD OVERPASS PEL PLANNING STUDY</u>	05/24/2023	5,205.94	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1273	5/23		
Total 0162358:						5,205.94	.00					
Total J-U-B ENGINEERS, INC.:						5,888.14	.00					
KELLER ASSOCIATES, INC.												
429	KELLER ASSOCIATES, INC.	0231123		<u>PROFESSIONAL SERVICES FROM 04/01-05/06/2023. KUNA-SWAN FALLS RRFB CROSSING</u>	05/06/2023	3,750.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1126	5/23		
Total 0231123:						3,750.00	.00					
429	KELLER ASSOCIATES, INC.	0231236		<u>PROFESSIONAL SERVICES FROM 04/01-05/06/2023. WASTEWATER SYSTEM MASTER PLAN UPDATE</u>	05/06/2023	18,625.00	.00	<u>21-6045 CONTINGENCY</u>	1311	5/23		

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Total 0231236:						18,625.00	.00					
429	KELLER ASSOCIATES, INC.	0231328		<u>PROFESSIONAL SERVICES FROM 04/01-05/06/2023-KUNA, AVALON & KAY SIGNAL WARRANT STUDY</u>	05/06/2023	2,940.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1126	5/23		
Total 0231328:						2,940.00	.00					
Total KELLER ASSOCIATES, INC.:						25,315.00	.00					
KENDALL FORD OF MERIDIAN LLC												
1616	KENDALL FORD OF MERIDIAN LLC	2355616	15710	<u>BOLT FOR PARKS TRUCK #44, J. DURHAM, MAY '23</u>	05/15/2023	1.66	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	5/23		
Total 2355616:						1.66	.00					
1616	KENDALL FORD OF MERIDIAN LLC	2355642	15726	<u>FLANGE FOR PARKS TRUCK #44, J. DURHAM, MAY '23</u>	05/16/2023	87.80	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	5/23		
Total 2355642:						87.80	.00					
Total KENDALL FORD OF MERIDIAN LLC:						89.46	.00					
KM ENGINEERING LLP												
2174	KM ENGINEERING LLP	23-034-03		<u>MASON CREEK GRAVITY SEWER TRUNK-PHASE NO. 2, INVOICE CUTOFF DATE:05/13/2023</u>	05/16/2023	5,875.00	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1299	5/23		
Total 23-034-03:						5,875.00	.00					
Total KM ENGINEERING LLP:						5,875.00	.00					
KNIFE RIVER CORPORATION - MOUNTAIN WEST												
1524	KNIFE RIVER CORPORATION - MOUNTAIN WEST	226055-01C		<u>POND 3 RELINING, PROJECT #30226055, MAY, '23</u>	05/04/2023	63,660.75	.00	<u>03-6369 CARES ACT/ARPA</u>				

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								<u>EXPENDITURE</u>	0	5/23		
	Total 226055-01C:					63,660.75	.00					
	Total KNIFE RIVER CORPORATION - MOUNTAIN WEST:					63,660.75	.00					
KUNA CHAMBER OF COMMERCE												
314	KUNA CHAMBER OF COMMERCE	1131		<u>2023 MEMBERSHIP DUES, M. TREASURE, FEB. '23</u>	02/14/2023	1,000.00	1,000.00	<u>01-6075 DUES & MEMBERSHIPS</u>	0	5/23	05/26/2023	
	Total 1131:					1,000.00	1,000.00					
314	KUNA CHAMBER OF COMMERCE	1160		<u>MONTHLY LUNCHEON, Z.MONTENEGRO, M. TREASURE & J. STEAR, FEB. '23</u>	02/23/2023	45.00	45.00	<u>01-6155 MEETINGS/COMMITTEES</u>	0	5/23	05/26/2023	
	Total 1160:					45.00	45.00					
314	KUNA CHAMBER OF COMMERCE	1182		<u>MONTHLY LUNCHEON, Z.MONTENEGRO & J. STEAR, APRIL. '23</u>	04/05/2023	30.00	30.00	<u>01-6155 MEETINGS/COMMITTEES</u>	0	5/23	05/26/2023	
	Total 1182:					30.00	30.00					
	Total KUNA CHAMBER OF COMMERCE:					1,075.00	1,075.00					
KUNA LUMBER												
499	KUNA LUMBER	A135708	15666	<u>PUMP CONNECTION TERMINALS FOR CHAPPAROSA PI STATION, J. MORFIN, MAY '23</u>	05/09/2023	10.16	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	5/23		
	Total A135708:					10.16	.00					
499	KUNA LUMBER	A135726	15672	<u>3 EA PVC TEE & 5 EA PVC COUPLING, M. NADEAU, MAY '23</u>	05/10/2023	29.18	.00	<u>21-6150 M & R - SYSTEM</u>	0	5/23		

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Total A135726:						29.18	.00					
499	KUNA LUMBER	A135759	15684	<u>STAIN FOR M. BORZICKS DOOR, J. ADAMS, MAY '23- ADMIN</u>	05/11/2023	7.85	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	0	5/23		
499	KUNA LUMBER	A135759	15684	<u>STAIN FOR M. BORZICKS DOOR, J. ADAMS, MAY '23- WATER</u>	05/11/2023	5.37	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	5/23		
499	KUNA LUMBER	A135759	15684	<u>STAIN FOR M. BORZICKS DOOR, J. ADAMS, MAY '23-PI</u>	05/11/2023	2.08	.00	<u>25-6140 MAINT. & REPAIR BUILDING</u>	0	5/23		
499	KUNA LUMBER	A135759	15684	<u>STAIN FOR M. BORZICKS DOOR, J. ADAMS, MAY '23- SEWER</u>	05/11/2023	5.37	.00	<u>21-6140 MAINT. & REPAIR BUILDING</u>	0	5/23		
Total A135759:						20.67	.00					
499	KUNA LUMBER	A136047	15753	<u>WHITE PAINT MARKERS, GLOVES AND KEY FOR FLEET SHOP, J. DURHAM, MAY '23- WATER</u>	05/22/2023	2.33	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	5/23		
499	KUNA LUMBER	A136047		<u>WHITE PAINT MARKERS, GLOVES AND KEY FOR FLEET SHOP, J. DURHAM, MAY '23- SEWER</u>	05/22/2023	2.33	.00	<u>21-6140 MAINT. & REPAIR BUILDING</u>	0	5/23		
499	KUNA LUMBER	A136047		<u>WHITE PAINT MARKERS, GLOVES AND KEY FOR FLEET SHOP, J. DURHAM, MAY '23-PI</u>	05/22/2023	1.15	.00	<u>25-6140 MAINT. & REPAIR BUILDING</u>	0	5/23		
499	KUNA LUMBER	A136047	15753	<u>WHITE PAINT MARKERS, GLOVES AND KEY FOR FLEET SHOP, J. DURHAM, MAY '23- FLEET</u>	05/22/2023	5.81	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	0	5/23		
Total A136047:						11.62	.00					
499	KUNA LUMBER	A136148	15778	<u>RAZOR BLADE KNIFE, U. RAMIZE, MAY '23</u>	05/25/2023	9.70	.00	<u>21-6150 M & R - SYSTEM</u>	0	5/23		

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Total A136148:						9.70	.00					
499	KUNA LUMBER	B171414	15675	<u>PVC PARTS FOR THE PLANT, M.NADEAU, MAY'23</u>	05/10/2023	11.66	.00	<u>21-6150 M & R - SYSTEM</u>	0	5/23		
Total B171414:						11.66	.00					
499	KUNA LUMBER	B171466	15687	<u>COUPLINGS, BUSHINGS & PVC PIPE, J.WEBB, MAY'23</u>	05/11/2023	85.96	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	5/23		
Total B171466:						85.96	.00					
499	KUNA LUMBER	B171507	15708	<u>BAG OF GRASS SEED TO REPLACE DAMAGE FROM PI BREAK, J. COX, MAY, '23</u>	05/12/2023	8.09	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	5/23		
Total B171507:						8.09	.00					
499	KUNA LUMBER	B171616	15727	<u>PLUMBING FITTINGS FOR AIR LINE SYSTEM AT THE SHOP, S. HOWELL, MAY, '23-FLEET</u>	05/16/2023	1.79	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	0	5/23		
499	KUNA LUMBER	B171616	15727	<u>PLUMBING FITTINGS FOR AIR LINE SYSTEM AT THE SHOP, S. HOWELL, MAY, '23-WATER</u>	05/16/2023	.72	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	5/23		
499	KUNA LUMBER	B171616	15727	<u>PLUMBING FITTINGS FOR AIR LINE SYSTEM AT THE SHOP, S. HOWELL, MAY, '23-SEWER</u>	05/16/2023	.72	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	5/23		
499	KUNA LUMBER	B171616	15727	<u>PLUMBING FITTINGS FOR AIR LINE SYSTEM AT THE SHOP, S. HOWELL, MAY, '23-PI</u>	05/16/2023	.36	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	5/23		
Total B171616:						3.59	.00					
499	KUNA LUMBER	B171677	15737	<u>PARTICLEBOARD FOR SUBFLOOR AT HISTORY CENTER, J. ADAMS, MAY, '23</u>	05/18/2023	30.98	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	5/23		

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499	KUNA LUMBER	B171677	15737	PICTURE HANGING SET FOR HANGING PICTURE IN CHAMBERS AT CITY HALL, J. ADAMS, MAY. '23-FLEET	05/18/2023	1.81	.00	01-6140 MAINT. & REPAIR BUILDING	0	5/23		
499	KUNA LUMBER	B171677	15737	PICTURE HANGING SET FOR HANGING PICTURE IN CHAMBERS AT CITY HALL, J. ADAMS, MAY. '23-WATER	05/18/2023	1.24	.00	20-6140 MAINT. & REPAIR BUILDING	0	5/23		
499	KUNA LUMBER	B171677	15737	PICTURE HANGING SET FOR HANGING PICTURE IN CHAMBERS AT CITY HALL, J. ADAMS, MAY. '23-SEWER	05/18/2023	1.24	.00	21-6140 MAINT & REPAIR BUILDING	0	5/23		
499	KUNA LUMBER	B171677	15737	PICTURE HANGING SET FOR HANGING PICTURE IN CHAMBERS AT CITY HALL, J. ADAMS, MAY. '23-PI	05/18/2023	.47	.00	25-6140 MAINT & REPAIR BUILDING	0	5/23		
Total B171677:						35.74	.00					
499	KUNA LUMBER	B171857	15766	SHORT WIRE BRUSH & 50# BAG OF LIME, J. BOSTON, MAY'23	05/23/2023	19.60	.00	21-6150 M & R - SYSTEM	0	5/23		
Total B171857:						19.60	.00					
Total KUNA LUMBER:						245.97	.00					
KUNA MACHINE LLC												
1775	KUNA MACHINE LLC	1888	15735	METAL SHELVING FOR THE SEWER FARM, R. HENZE, MAY '23	05/17/2023	728.00	.00	21-6150 M & R - SYSTEM	0	5/23		
Total 1888:						728.00	.00					
Total KUNA MACHINE LLC:						728.00	.00					
LOCAHAN LLC												
1619	LOCAHAN LLC	AR1177500		CONTRACT LEASE CHARGE, MODEL# IMC4500LT, SERIAL #3122R790389, 05/01-05/31/2023	05/18/2023	433.94	433.94	01-6212 RENT-EQUIPMENT	0	5/23	05/26/2023	

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1619	LOCAHAN LLC	AR1177500		<u>CONTRACT OVERAGE CHARGE, MODEL# IMC4500LT, SERIAL #3122R790389, 04/01-04/30/2023-ADMIN</u>	05/18/2023	61.02	61.02	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	5/23	05/26/2023	
1619	LOCAHAN LLC	AR1177500		<u>CONTRACT OVERAGE CHARGE, MODEL# IMC4500LT, SERIAL #3122R790389, 04/01-04/30/2023--WATER</u>	05/18/2023	56.66	56.66	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	5/23	05/26/2023	
1619	LOCAHAN LLC	AR1177500		<u>CONTRACT OVERAGE CHARGE, MODEL# IMC4500LT, SERIAL #3122R790389, 04/01-04/30/2023-SEWER</u>	05/18/2023	56.66	56.66	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	5/23	05/26/2023	
1619	LOCAHAN LLC	AR1177500		<u>CONTRACT OVERAGE CHARGE, MODEL# IMC4500LT, SERIAL #3122R790389, 04/01-04/30/2023-PI</u>	05/18/2023	21.80	21.80	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	5/23	05/26/2023	
1619	LOCAHAN LLC	AR1177500		<u>CONTRACT OVERAGE CHARGE, MODEL# IMC4500LT, SERIAL #3122R790389, 04/01-04/30/2023-P&Z</u>	05/18/2023	21.80	21.80	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1003	5/23	05/26/2023	
Total AR1177500:						651.88	651.88					
1619	LOCAHAN LLC	AR1177501		<u>CONTRACT BASE RATE CHARGE, MODEL# MPC307SPF, SERIAL # C509P900318, 04/01-04/30/2023-WATER</u>	05/18/2023	28.13	28.13	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	5/23	05/26/2023	
1619	LOCAHAN LLC	AR1177501		<u>CONTRACT BASE RATE CHARGE, MODEL# MPC307SPF, SERIAL # C509P900318, 04/01-04/30/2023-SEWER</u>	05/18/2023	28.13	28.13	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	5/23	05/26/2023	
1619	LOCAHAN LLC	AR1177501		<u>CONTRACT BASE RATE CHARGE, MODEL# MPC307SPF, SERIAL # C509P900318, 04/01-04/30/2023-PI</u>	05/18/2023	10.83	10.83	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	5/23	05/26/2023	
1619	LOCAHAN LLC	AR1177501		<u>CONTRACT LEASE CHARGE, MODEL# MPC307SPF, SERIAL # C509P900318, 05/01-05/31/2023</u>	05/18/2023	47.49	47.49	<u>01-6212 RENT- EQUIPMENT</u>	0	5/23	05/26/2023	

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1619	LOCAHAN LLC	AR1177501		<u>CONTRACT BASE RATE CHARGE, MODEL# MPC307SPF, SERIAL # C509P900318, 04/01-04/30/2023-ADMIN</u>	05/18/2023	41.11	41.11	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	5/23	05/26/2023	
Total AR1177501:						155.69	155.69					
1619	LOCAHAN LLC	AR1177502		<u>CONTRACT LEASE CHARGE, MODEL# MX2651, SERIAL# 03012172, 05/01-05/31/2023</u>	05/18/2023	95.55	95.55	<u>20-6212 RENT - EQUIPMENT</u>	0	5/23	05/26/2023	
1619	LOCAHAN LLC	AR1177502		<u>CONTRACT OVERAGE CHARGE, MODEL# MX2651, SERIAL# 03012172, 04/01-04/30/2023-WATER</u>	05/18/2023	42.29	42.29	<u>20-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	5/23	05/26/2023	
1619	LOCAHAN LLC	AR1177502		<u>CONTRACT OVERAGE CHARGE, MODEL# MX2651, SERIAL# 03012172, 04/01-04/30/2023-SEWER</u>	05/18/2023	42.29	42.29	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	5/23	05/26/2023	
1619	LOCAHAN LLC	AR1177502		<u>CONTRACT OVERAGE CHARGE, MODEL# MX2651, SERIAL# 03012172, 04/01-04/30/2023-PI</u>	05/18/2023	16.13	16.13	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	5/23	05/26/2023	
Total AR1177502:						196.26	196.26					
Total LOCAHAN LLC:						1,003.83	1,003.83					
MAV EVENT SERVICES LLC												
2086	MAV EVENT SERVICES LLC	5909R		<u>HOMETOWN FAIR OVERNIGHT SECURITY, N. STANLEY, MAY, '23</u>	05/16/2023	4,672.50	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	0	5/23		
Total 5909R:						4,672.50	.00					
Total MAV EVENT SERVICES LLC:						4,672.50	.00					
MISCELLANEOUS #2												
1849	MISCELLANEOUS #2	05122023DC		<u>PERFORMANCE AT MIMOSA'S FOR MOM, MAY, '23</u>	05/12/2023	200.00	200.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	5/23	05/12/2023	

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Total 05122023DC:						200.00	200.00					
1849	MISCELLANEOUS #2	05262023MT		<u>REIMBURSEMENT FOR MEALS AND INCIDENTALS FOR IEDA SPRING CONFERENCE, MAY, '23</u>	05/26/2023	246.30	246.30	01-6270 TRAVEL	4000	5/23	05/26/2023	
Total 05262023MT:						246.30	246.30					
Total MISCELLANEOUS #2:						446.30	446.30					
NEGOTIATION SERVICES LLC												
2209	NEGOTIATION SERVICES LLC	05102023		<u>PROFESSIONAL SERVICES, PROJECT # 22-266 PERMANENT SEWER EASEMENT, DURRANT HOME PLACE, LLC</u>	05/10/2023	5,500.00	5,500.00	21-6020 CAPITAL IMPROVEMENTS	1299	5/23	05/26/2023	
Total 05102023:						5,500.00	5,500.00					
Total NEGOTIATION SERVICES LLC:						5,500.00	5,500.00					
NORCO, INC.												
222	NORCO, INC.	37688958	15665	<u>FLEET PLASMA CUTTER PARTS, S. HOWEL, MAY, '23- ADMIN</u>	05/09/2023	34.25	34.25	01-6175 SMALL TOOLS	0	5/23	05/19/2023	
222	NORCO, INC.	37688958	15665	<u>FLEET PLASMA CUTTER PARTS, S. HOWEL, MAY, '23- WATER</u>	05/09/2023	13.70	13.70	20-6175 SMALL TOOLS	0	5/23	05/19/2023	
222	NORCO, INC.	37688958	15665	<u>FLEET PLASMA CUTTER PARTS, S. HOWEL, MAY, '23- SEWER</u>	05/09/2023	13.70	13.70	21-6175 SMALL TOOLS	0	5/23	05/19/2023	
222	NORCO, INC.	37688958	15665	<u>FLEET PLASMA CUTTER PARTS, S. HOWEL, MAY, '23- P.I</u>	05/09/2023	6.85	6.85	25-6175 SMALL TOOLS	0	5/23	05/19/2023	
Total 37688958:						68.50	68.50					

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Total NORCO, INC.:						68.50	68.50					
PIPECO, INC												
55	PIPECO, INC	S5020091.001		<u>5 EACH SHOVELS, D. ABBOTT, MAY '23</u>	05/23/2023	338.15	.00	<u>01-6175 SMALL TOOLS</u>	1004	5/23		
Total S5020091.001:						338.15	.00					
Total PIPECO, INC:						338.15	.00					
PRECISION PUMPING SYSTEMS												
952	PRECISION PUMPING SYSTEMS	3056		<u>PUMP REPAIR TO HELP WITH WATERING GREENBELT, D. ABBOTT, MAY '23</u>	05/17/2023	120.00	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	5/23		
Total 3056:						120.00	.00					
Total PRECISION PUMPING SYSTEMS:						120.00	.00					
PRUSIK CONSTRUCTION LLC												
2214	PRUSIK CONSTRUCTION LLC	1511		<u>PAYMENT FOR POLICE STATION CLAIMANT'S JOB #23-001, THIRD INSTALLMENT, MAY '23</u>	05/31/2023	225,521.49	.00	<u>01-6045 CONTINGENCY</u>	1318	5/23		
Total 1511:						225,521.49	.00					
Total PRUSIK CONSTRUCTION LLC:						225,521.49	.00					
QUADIENT FINANCE USA INC												
1770	QUADIENT FINANCE USA INC	04302023QF		<u>POSTAGE METER REFILL, APRIL '23- ADMIN</u>	04/30/2023	140.00	140.00	<u>01-6190 POSTAGE & BILLING</u>	0	5/23	05/19/2023	
1770	QUADIENT FINANCE USA INC	04302023QF		<u>POSTAGE METER REFILL, APRIL '23- P&Z</u>	04/30/2023	50.00	50.00	<u>01-6190 POSTAGE & BILLING</u>	1003	5/23	05/19/2023	
1770	QUADIENT FINANCE USA INC	04302023QF		<u>POSTAGE METER REFILL, APRIL '23- WATER</u>	04/30/2023	130.00	130.00	<u>20-6190 POSTAGE & BILLING</u>	0	5/23	05/19/2023	
1770	QUADIENT FINANCE USA INC	04302023QF		<u>POSTAGE METER REFILL, APRIL '23- SEWER</u>	04/30/2023	130.00	130.00	<u>21-6190 POSTAGE & BILLING</u>	0	5/23	05/19/2023	

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1770	QUADIENT FINANCE USA INC	04302023QF		<u>POSTAGE METER REFILL, APRIL '23- P.I</u>	04/30/2023	50.00	50.00	<u>25-6190_POSTAGE & BILLING</u>	0	5/23	05/19/2023	
Total 04302023QF:						500.00	500.00					
Total QUADIENT FINANCE USA INC:						500.00	500.00					
REXEL USA, INC.												
1613	REXEL USA, INC.	3Z92711	15699	<u>ELECTRICAL OUTLET COVERS FOR BERNIE FISHER PARK, S. HOWELL, MAY. '23</u>	05/19/2023	166.92	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	5/23		
Total 3Z92711:						166.92	.00					
Total REXEL USA, INC.:						166.92	.00					
RICOH USA, INC. (MAINTENANCE)												
1422	RICOH USA, INC. (MAINTENANCE)	5067237355		<u>COPIER CHARGES, MODEL # IMC2000, SERIAL #C86262110, PARKS OFFICE, 04/01-04/30/23</u>	05/01/2023	10.92	10.92	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	5/23	05/12/2023	
Total 5067237355:						10.92	10.92					
Total RICOH USA, INC. (MAINTENANCE):						10.92	10.92					
RONALD DEAN HALL												
2192	RONALD DEAN HALL	00379		<u>CATERING PERMIT, BARTENDERS FOR KUNA HOMETOWN FAIR, N. STANLEY, MAY. '23</u>	05/19/2023	220.00	220.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	0	5/23	05/19/2023	
Total 00379:						220.00	220.00					
Total RONALD DEAN HALL:						220.00	220.00					
SILVER CREEK SUPPLY												
1786	SILVER CREEK SUPPLY	0010329718-0	15556	<u>FLEET SHOP DRAINAGE, B. VILLANUEVA, APR. '23- P.I</u>	04/21/2023	16.54	16.54	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	5/23	05/12/2023	

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1786	SILVER CREEK SUPPLY	0010329718-0	15556	<u>FLEET SHOP DRAINAGE, B. VILLANUEVA, APR. '23- SEWER</u>	04/21/2023	33.07	33.07	<u>21-6140 MAINT. & REPAIR BUILDING</u>	0	5/23	05/12/2023	
1786	SILVER CREEK SUPPLY	0010329718-0	15556	<u>FLEET SHOP DRAINAGE, B. VILLANUEVA, APR. '23- WATER</u>	04/21/2023	33.07	33.07	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	5/23	05/12/2023	
1786	SILVER CREEK SUPPLY	0010329718-0	15556	<u>FLEET SHOP DRAINAGE, B. VILLANUEVA, APR. '23- ADMIN</u>	04/21/2023	82.69	82.69	<u>01-6140 MAINT. & REPAIR BUILDING</u>	0	5/23	05/12/2023	
Total 0010329718-001:						165.37	165.37					
Total SILVER CREEK SUPPLY:						165.37	165.37					
SIMPLOT TURF & HORTICULTURE												
491	SIMPLOT TURF & HORTICULTURE	216064914		<u>80 LB BAG OF TURFACE FOR BASEBALL FIELDS, MAY '23</u>	05/04/2023	1,400.00	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	5/23		
Total 216064914:						1,400.00	.00					
491	SIMPLOT TURF & HORTICULTURE	216065087	15678	<u>HERBICIDE SPRAY, GROUND STERILIZATION GRANULE, SPREADER AND FERTILIZER FOR WATER DEPT, R. HENZE, MAY '23- WATER</u>	05/10/2023	3,552.00	.00	<u>20-6150 M & R - SYSTEM</u>	0	5/23		
491	SIMPLOT TURF & HORTICULTURE	216065087	15678	<u>HERBICIDE SPRAY, GROUND STERILIZATION GRANULE, SPREADER AND FERTILIZER FOR WATER DEPT, R. HENZE, MAY '23-P.I</u>	05/10/2023	888.00	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	5/23		
491	SIMPLOT TURF & HORTICULTURE	216065087	15678	<u>HERBICIDE SPRAY, GROUND STERILIZATION GRANULE, SPREADER AND FERTILIZER FOR SEWER DEPT, R. HENZE, MAY '23- SEWER</u>	05/10/2023	3,502.00	.00	<u>21-6150 M & R - SYSTEM</u>	0	5/23		
Total 216065087:						7,942.00	.00					
491	SIMPLOT TURF & HORTICULTURE	216065191		<u>3 EACH DRUMS AGRISTAR FOR SEWER DEPT RETURN/CREDIT, MAY '23</u>	05/12/2023	-2,025.00	.00	<u>21-6150 M & R - SYSTEM</u>	0	5/23		

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491	SIMPLOT TURF & HORTICULTURE	216065191		<u>3 EACH DRUMS GLYSTAR PLUS FOR SEWER DEPT. MAY '23</u>	05/12/2023	2,850.00	.00	<u>21-6150 M & R - SYSTEM</u>	0	5/23		
Total 216065191:						825.00	.00					
Total SIMPLOT TURF & HORTICULTURE:						10,167.00	.00					
SMITH'S LAWNMOWER SALES												
58	SMITH'S LAWNMOWER SALES	240798	15779	<u>MOWER BLADES AND HYDRO FAN FOR MOWER. B. VILLANUEVA. MAY. '23</u>	05/15/2023	85.30	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	5/23		
Total 240798:						85.30	.00					
Total SMITH'S LAWNMOWER SALES:						85.30	.00					
SOUTHWEST OFFICE SUPPLY INC												
2213	SOUTHWEST OFFICE SUPPLY INC	OE-44639-1	15739	<u>2 CASES PAPER TOWELS FOR SENIOR CENTER. C. MERRITT. MAY.'23</u>	05/19/2023	176.32	.00	<u>01-6025 JANITORIAL</u>	1001	5/23		
Total OE-44639-1:						176.32	.00					
2213	SOUTHWEST OFFICE SUPPLY INC	OE-44639-2		<u>2 CASES TOILET PAPER FOR SENIOR CENTER. MAY '23</u>	05/22/2023	192.00	.00	<u>01-6025 JANITORIAL</u>	1001	5/23		
Total OE-44639-2:						192.00	.00					
2213	SOUTHWEST OFFICE SUPPLY INC	WO-129027-1	15677	<u>ONE CASE PAPER, 2 SIX COUNT BOXES OF KLEENEX AND ONE LETTER OPENER CITY HALL. C. MERRITT. MAY. '23- ADMIN</u>	05/11/2023	35.49	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	5/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-129027-1	15677	<u>ONE CASE PAPER, 2 SIX COUNT BOXES OF KLEENEX AND ONE LETTER OPENER CITY HALL. C. MERRITT. MAY. '23- WATER</u>	05/11/2023	24.28	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	5/23		

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2213	SOUTHWEST OFFICE SUPPLY INC	WO-129027-1	15677	ONE CASE PAPER, 2 SIX COUNT BOXES OF KLEENEX AND ONE LETTER OPENER CITY HALL, C. MERRITT, MAY. '23- SEWER	05/11/2023	24.28	.00	21-6165 OFFICE SUPPLIES	0	5/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-129027-1	15677	ONE CASE PAPER, 2 SIX COUNT BOXES OF KLEENEX AND ONE LETTER OPENER CITY HALL, C. MERRITT, MAY. '23- P.I	05/11/2023	9.35	.00	25-6165 OFFICE SUPPLIES	0	5/23		
Total WO-129027-1:						93.40	.00					
2213	SOUTHWEST OFFICE SUPPLY INC	WO-129027-2	15677	HAND LETTER OPENER AND ONE PACK ADHESIVE NAME BADGES CITY HALL, C. MERRITT, MAY. '23- ADMIN	05/16/2023	6.33	.00	01-6165 OFFICE SUPPLIES	0	5/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-129027-2	15677	HAND LETTER OPENER AND ONE PACK ADHESIVE NAME BADGES CITY HALL, C. MERRITT, MAY. '23- WATER	05/16/2023	4.33	.00	20-6165 OFFICE SUPPLIES	0	5/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-129027-2	15677	HAND LETTER OPENER AND ONE PACK ADHESIVE NAME BADGES CITY HALL, C. MERRITT, MAY. '23- SEWER	05/16/2023	4.33	.00	21-6165 OFFICE SUPPLIES	0	5/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-129027-2	15677	HAND LETTER OPENER AND ONE PACK ADHESIVE NAME BADGES CITY HALL, C. MERRITT, MAY. '23-P.I	05/16/2023	1.68	.00	25-6165 OFFICE SUPPLIES	0	5/23		
Total WO-129027-2:						16.67	.00					
Total SOUTHWEST OFFICE SUPPLY INC:						478.39	.00					
SPECIALTY CONSTRUCTION SUPPLY												
780	SPECIALTY CONSTRUCTION SUPPLY	0229885-IN		ERROSION CONTROL AND DUST CONTROL ROLLS, APR. '23	04/25/2023	175.00	175.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	5/23	05/12/2023	

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Total 0229885-IN:						175.00	175.00					
780	SPECIALTY CONSTRUCTION SUPPLY	0229923-IN	15598	<u>4 WATTLES AND ONE BUNDLE OF STAKES FOR ERROSION CONTROL AT ZAMZOWS PARK, J. PEREZ, APR. '23</u>	04/26/2023	203.00	203.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	5/23	05/12/2023	
Total 0229923-IN:						203.00	203.00					
Total SPECIALTY CONSTRUCTION SUPPLY:						378.00	378.00					
ST. LUKE'S HEALTH SYSTEM												
1441	ST. LUKE'S HEALTH SYSTEM	2627482		<u>EMPLOYEE VACCINATION & IMMUNIZATIONS, ACCT #470800592, FOR U. RAMIREZ-SEWER</u>	05/10/2023	241.74	241.74	<u>21-5950 TEAM BUILDING, ONBOARDING</u>	0	5/23	05/19/2023	
1441	ST. LUKE'S HEALTH SYSTEM	2627482		<u>EMPLOYEE VACCINATION & IMMUNIZATIONS, ACCT #471589667, R. HENZE- SEWER</u>	05/10/2023	167.47	167.47	<u>21-5950 TEAM BUILDING, ONBOARDING</u>	0	5/23	05/19/2023	
Total 2627482:						409.21	409.21					
Total ST. LUKE'S HEALTH SYSTEM:						409.21	409.21					
STATE OF IDAHO												
1473	STATE OF IDAHO	0000021	15738	<u>PROFESSIONAL COMMUNITY & ECONOMIC DEVELOPER TRAINING CLASS FOR Z. MONTENEGRO, MAY '23</u>	05/23/2023	600.00	.00	<u>01-6265 TRAINING & SCHOOLING</u>	4000	5/23		
Total 0000021:						600.00	.00					
Total STATE OF IDAHO:						600.00	.00					
STRICKLY CLEAN LLC												
2225	STRICKLY CLEAN LLC	1132		<u>DEPOSIT FOR INSTALLING RUBBER FOR PATH FROM PARKING LOT TO DOCKS AT NICHOLSON PARK, MAY '23</u>	05/23/2023	9,000.00	9,000.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1126	5/23	05/26/2023	

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Total 1132:						9,000.00	9,000.00					
Total STRICKLY CLEAN LLC:						9,000.00	9,000.00					
SUNROC CORPORATION												
1826	SUNROC CORPORATION	41219783		<u>MUD & DIRT FOR ZAMZOWS PARK COMING OUT TO THE ROAD, J. PEREZ, APR '23</u>	04/27/2023	569.66	569.66	50-6045 CONTINGENCY	1335	5/23	05/19/2023	
Total 41219783:						569.66	569.66					
Total SUNROC CORPORATION:						569.66	569.66					
TAYLOR CORPORATION												
1435	TAYLOR CORPORATION	232027654	15707	<u>BUSINESS CARDS FOR J. ADAMS, MAY. '23</u>	05/19/2023	29.10	.00	01-6165 OFFICE SUPPLIES	1004	5/23		
1435	TAYLOR CORPORATION	232027654	15707	<u>BUSINESS CARDS FOR S. HOWELL, MAY. '23- PARKS</u>	05/19/2023	18.43	.00	01-6165 OFFICE SUPPLIES	1004	5/23		
1435	TAYLOR CORPORATION	232027654	15707	<u>BUSINESS CARDS FOR S. HOWELL, MAY. '23- ADMIN</u>	05/19/2023	5.35	.00	01-6165 OFFICE SUPPLIES	0	5/23		
1435	TAYLOR CORPORATION	232027654	15707	<u>BUSINESS CARDS FOR S. HOWELL, MAY. '23- WATER</u>	05/19/2023	2.24	.00	20-6165 OFFICE SUPPLIES	0	5/23		
1435	TAYLOR CORPORATION	232027654	15707	<u>BUSINESS CARDS FOR S. HOWELL, MAY. '23- SEWER</u>	05/19/2023	2.24	.00	21-6165 OFFICE SUPPLIES	0	5/23		
1435	TAYLOR CORPORATION	232027654	15707	<u>BUSINESS CARDS FOR S. HOWELL, MAY. '23- P.I</u>	05/19/2023	.85	.00	25-6165 OFFICE SUPPLIES	0	5/23		
1435	TAYLOR CORPORATION	232027654	15707	<u>BUSINESS CARDS FOR B. WITHROW, MAY. '23</u>	05/19/2023	43.47	.00	01-6165 OFFICE SUPPLIES	1004	5/23		
Total 232027654:						101.68	.00					
Total TAYLOR CORPORATION:						101.68	.00					

TECHNOLOGY SOLUTIONS LLC

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1823	TECHNOLOGY SOLUTIONS LLC	4646	15130	<u>2 EACH ADDITIONAL CAMERAS AT CITY HALL, J.LORENTZ, FEB.'23- P.I</u>	05/23/2023	269.73	269.73	<u>25-6141 IT SMALL EQUIPMENT</u>	0	5/23	05/26/2023	
1823	TECHNOLOGY SOLUTIONS LLC	4646	15130	<u>2 EACH ADDITIONAL CAMERAS AT CITY HALL, J.LORENTZ, FEB.'23- ADMIN</u>	05/23/2023	1,025.00	1,025.00	<u>01-6141 IT SMALL EQUIPMENT</u>	0	5/23	05/26/2023	
1823	TECHNOLOGY SOLUTIONS LLC	4646	15130	<u>2 EACH ADDITIONAL CAMERAS AT CITY HALL, J.LORENTZ, FEB.'23- WATER</u>	05/23/2023	701.32	701.32	<u>20-6141 IT SMALL EQUIPMENT</u>	0	5/23	05/26/2023	
1823	TECHNOLOGY SOLUTIONS LLC	4646	15130	<u>2 EACH ADDITIONAL CAMERAS AT CITY HALL, J.LORENTZ, FEB.'23- SEWER</u>	05/23/2023	701.32	701.32	<u>21-6141 IT SMALL EQUIPMENT</u>	0	5/23	05/26/2023	
Total 4646:						2,697.37	2,697.37					
1823	TECHNOLOGY SOLUTIONS LLC	4647	15204	<u>NEW CAMERA INSTALL AND NEW RECORDER AT CITY HALL, B. WITHROW, FEB. '23- ADMIN</u>	05/23/2023	1,917.58	1,917.58	<u>01-6141 IT SMALL EQUIPMENT</u>	0	5/23	05/26/2023	
1823	TECHNOLOGY SOLUTIONS LLC	4647	15204	<u>NEW CAMERA INSTALL AND NEW RECORDER AT CITY HALL, B. WITHROW, FEB. '23- PARKS</u>	05/23/2023	684.85	684.85	<u>01-6141 IT SMALL EQUIPMENT</u>	1004	5/23	05/26/2023	
1823	TECHNOLOGY SOLUTIONS LLC	4647	15204	<u>NEW CAMERA INSTALL AND NEW RECORDER AT CITY HALL, B. WITHROW, FEB. '23- WATER</u>	05/23/2023	1,780.60	1,780.60	<u>20-6141 IT SMALL EQUIPMENT</u>	0	5/23	05/26/2023	
1823	TECHNOLOGY SOLUTIONS LLC	4647	15204	<u>NEW CAMERA INSTALL AND NEW RECORDER AT CITY HALL, B. WITHROW, FEB. '23- SEWER</u>	05/23/2023	1,780.60	1,780.60	<u>21-6141 IT SMALL EQUIPMENT</u>	0	5/23	05/26/2023	
1823	TECHNOLOGY SOLUTIONS LLC	4647	15204	<u>NEW CAMERA INSTALL AND NEW RECORDER AT CITY HALL, B. WITHROW, FEB. '23-P.I</u>	05/23/2023	684.85	684.85	<u>25-6141 IT SMALL EQUIPMENT</u>	0	5/23	05/26/2023	
Total 4647:						6,848.48	6,848.48					
Total TECHNOLOGY SOLUTIONS LLC:						9,545.85	9,545.85					

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TMI GROUP INC												
2171	TMI GROUP INC	05092023HD	14555	<u>HARLEY 2023 FOR POLICE DEPARTMENT. STOCK NO. P23037. MODEL FLHTP. ID# 1HD1FMP16PB603363. C. ENGELS, MAY. '23</u>	05/09/2023	29,683.91	29,683.91	<u>40-6166 PP&E PURCHASES OPERATIONS</u>	0	5/23	05/12/2023	
Total 05092023HD:						29,683.91	29,683.91					
2171	TMI GROUP INC	05092023HDH	14555	<u>HARLEY 2023 FOR POLICE DEPARTMENT. STOCK NO. P23036. MODEL# FLHTP. ID# 1HD1FMP13PB606298. C. ENGELS, MAY. '23</u>	05/09/2023	29,683.91	29,683.91	<u>40-6166 PP&E PURCHASES OPERATIONS</u>	0	5/23	05/12/2023	
Total 05092023HDH:						29,683.91	29,683.91					
Total TMI GROUP INC:						59,367.82	59,367.82					
TOTAL EQUIP & RENTAL OF CANYON COUNTY												
2112	TOTAL EQUIP & RENTAL OF CANYON COUNTY	P06946	15685	<u>BRACKET REPLACEMENT ON TOOLCAT. J.DURHAM, MAY. '23</u>	05/11/2023	57.05	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	5/23		
Total P06946:						57.05	.00					
TOTAL EQUIP & RENTAL OF CANYON COUNTY:						57.05	.00					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:09252529	15750	<u>4 EACH 5 GALLON WATER BOTTLES AND ONE COOLER RENTAL FOR PARKS SHOP. MAY. '23</u>	05/19/2023	37.80	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	5/23		
Total 2160:09252529:						37.80	.00					
992	TREASURE VALLEY COFFEE	2160:09252573	15749	<u>7 EACH 5 GALLON WATER BOTTLES, 5 CANISTERS SUGAR AND 1 CASE COFFEE FOR TREATMENT PLANT. M. WEBB, MAY. '23- WATER</u>	05/19/2023	55.41	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	5/23		

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992	TREASURE VALLEY COFFEE	2160:09252573	15749	<u>7 EACH 5 GALLON WATER BOTTLES, 5 CANISTERS SUGAR AND 1 CASE COFFEE FOR TREATMENT PLANT, M. WEBB, MAY. '23- SEWER</u>	05/19/2023	55.41	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	5/23		
992	TREASURE VALLEY COFFEE	2160:09252573		<u>7 EACH 5 GALLON WATER BOTTLES, 5 CANISTERS SUGAR AND 1 CASE COFFEE FOR TREATMENT PLANT, M. WEBB, MAY. '23- P.I</u>	05/19/2023	21.10	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	5/23		
Total 2160:09252573:						131.92	.00					
992	TREASURE VALLEY COFFEE	2160:09252575	15750	<u>5 EACH 5 GALLON WATER BOTTLES AND 2 COOLER RENTALS FOR CITY HALL, MAY. '23- ADMIN</u>	05/19/2023	22.61	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	5/23		
992	TREASURE VALLEY COFFEE	2160:09252575	15750	<u>5 EACH 5 GALLON WATER BOTTLES AND 2 COOLER RENTALS FOR CITY HALL, MAY. '23- WATER</u>	05/19/2023	15.47	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	5/23		
992	TREASURE VALLEY COFFEE	2160:09252575	15750	<u>5 EACH 5 GALLON WATER BOTTLES AND 2 COOLER RENTALS FOR CITY HALL, MAY. '23- SEWER</u>	05/19/2023	15.47	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	5/23		
992	TREASURE VALLEY COFFEE	2160:09252575	15750	<u>5 EACH 5 GALLON WATER BOTTLES AND 2 COOLER RENTALS FOR CITY HALL, MAY. '23- P.I</u>	05/19/2023	5.95	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	5/23		
Total 2160:09252575:						59.50	.00					
Total TREASURE VALLEY COFFEE:						229.22	.00					
TROPHY CABIN LLC												
2104	TROPHY CABIN LLC	M1493580	15724	<u>4 EACH MAYORS YOUTH AWARDS, N. STAUFFER, MAY '23</u>	05/09/2023	139.80	.00	<u>01-6155 MEETINGS/COMMITTEES</u>	0	5/23		

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				<u>RENTAL WEEKLY SERVICE, 05/04-05/31/23- GREENBELT</u>	05/05/2023	279.50	279.50	<u>01-6212 RENT-EQUIPMENT</u>	1004	5/23	05/12/2023	
Total 114-13590580:						279.50	279.50					
2124	UNITED SITE SERVICES OF NEVADA INC	114-13593242		<u>DELUXE RESTROOM RENTAL AND ADA WHEELCHAIR ACCESSIBLE RESTROOM RENTAL, 05/05-05/05/23- HOMETOWN FAIR 2023</u>	05/09/2023	2,144.00	2,144.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	5/23	05/12/2023	
Total 114-13593242:						2,144.00	2,144.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-01587271		<u>ADA PORTABLE RESTROOM RENTAL, BI-WEEKLY SERVICE, 02/27-03/26//23- WINCHESTER PARK/ SUTTERS MILL</u>	04/08/2023	144.00	144.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	5/23	05/12/2023	
Total INV-01587271:						144.00	144.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-01664139		<u>STANDARD PORTABLE RESTROOM RENTAL, BI-WEEKLY SERVICE, 05/04-05/31/23, WATER BOOSTER STATION/EAST KUNA RD, WATER</u>	05/04/2023	95.00	95.00	<u>20-6212 RENT - EQUIPMENT</u>	0	5/23	05/12/2023	
Total INV-01664139:						95.00	95.00					
Total UNITED SITE SERVICES OF NEVADA INC:						3,206.50	3,206.50					
UNIVAR SOLUTIONS USA, INC.												
1410	UNIVAR SOLUTIONS USA, INC.	51133258	15614	<u>45,000 LBS ALUM SULFATE, M.NADEAU, APR '23</u>	05/09/2023	11,571.41	.00	<u>21-6151 M & R - PROCESS CHEMICALS</u>	0	5/23		
Total 51133258:						11,571.41	.00					
1410	UNIVAR SOLUTIONS USA, INC.	51148635		<u>CONTAINER DEPOSIT (X2), M. NADEU, MAY '23</u>	05/12/2023	1,400.00	.00	<u>21-6097 DEPOSITS ON ACCOUNT</u>	0	5/23		

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1410	UNIVAR SOLUTIONS USA, INC.	51148635	15671	<u>2 TOTES OF HYPO CHLORIDE, M. NADEAU, MAY '23</u>	05/12/2023	2,838.00	.00	<u>21-6151 M & R - PROCESS CHEMICALS</u>	0	5/23		
Total 51148635:						4,238.00	.00					
1410	UNIVAR SOLUTIONS USA, INC.	51166770	15746	<u>72 COUNT CHLORINE TABLETS FOR THE FARM, T.FLEMING, MAY'23</u>	05/19/2023	13,176.00	.00	<u>21-6151 M & R - PROCESS CHEMICALS</u>	0	5/23		
Total 51166770:						13,176.00	.00					
1410	UNIVAR SOLUTIONS USA, INC.	51170462	15746	<u>24 COUNT CHLORINE TABLETS FOR THE FARM, T.FLEMING, MAY'23</u>	05/22/2023	4,392.00	.00	<u>21-6151 M & R - PROCESS CHEMICALS</u>	0	5/23		
Total 51170462:						4,392.00	.00					
1410	UNIVAR SOLUTIONS USA, INC.	51172430	15716	<u>44.600 LBS ALUM SULFATE, M.NADEAU, MAY'23</u>	05/23/2023	11,453.28	.00	<u>21-6151 M & R - PROCESS CHEMICALS</u>	0	5/23		
Total 51172430:						11,453.28	.00					
1410	UNIVAR SOLUTIONS USA, INC.	97768715		<u>REFUND/CREDIT, CONTAINER DEPOSIT, MAY '23</u>	05/12/2023	-700.00	.00	<u>21-6097 DEPOSITS ON ACCOUNT</u>	0	5/23		
Total 97768715:						-700.00	.00					
1410	UNIVAR SOLUTIONS USA, INC.	97768716		<u>REFUND/CREDIT, CONTAINER DEPOSIT, MAY '23</u>	05/12/2023	-700.00	.00	<u>21-6097 DEPOSITS ON ACCOUNT</u>	0	5/23		
Total 97768716:						-700.00	.00					
Total UNIVAR SOLUTIONS USA, INC.:						43,430.69	.00					

UTILITY REFUND - #15

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2166	UTILITY REFUND - #15	111040.01A		<u>AMY SHEARN, 631 N MOONGLOW AVE, UTILITY REFUND</u>	05/18/2023	97.03	.00	<u>20-4500 METERED WATER SALES</u>	0	5/23		
Total 111040.01A:						97.03	.00					
2166	UTILITY REFUND - #15	120480.02A		<u>KAREN ANDERS, 585 N FLAUSON AVE, UTILITY REFUND</u>	05/18/2023	78.01	.00	<u>20-4500 METERED WATER SALES</u>	0	5/23		
Total 120480.02A:						78.01	.00					
2166	UTILITY REFUND - #15	171045.02		<u>MANUEL R ELEAZER, 1824 W CASPIAN ST, UTILITY REFUND</u>	05/18/2023	5.06	.00	<u>20-4500 METERED WATER SALES</u>	0	5/23		
2166	UTILITY REFUND - #15	171045.02		<u>MANUEL R ELEAZER, 1824 W CASPIAN ST, UTILITY REFUND</u>	05/18/2023	3.94	.00	<u>21-4600 SEWER USER FEES</u>	0	5/23		
2166	UTILITY REFUND - #15	171045.02		<u>MANUEL R ELEAZER, 1824 W CASPIAN ST, UTILITY REFUND</u>	05/18/2023	3.43	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	5/23		
Total 171045.02:						12.43	.00					
2166	UTILITY REFUND - #15	171115.00		<u>CBH, 94 N CRANESBILL AVE, UTILITY REFUND</u>	05/15/2023	65.28	.00	<u>20-4500 METERED WATER SALES</u>	0	5/23		
2166	UTILITY REFUND - #15	171115.00		<u>CBH, 94 N CRANESBILL AVE, UTILITY REFUND</u>	05/15/2023	60.23	.00	<u>21-4600 SEWER USER FEES</u>	0	5/23		
Total 171115.00:						125.51	.00					
2166	UTILITY REFUND - #15	221905.00		<u>HUBBLE HOMES, 882 E GREAT BEAR ST, UTILITY REFUND</u>	05/09/2023	54.36	.00	<u>20-4500 METERED WATER SALES</u>	0	5/23		
2166	UTILITY REFUND - #15	221905.00		<u>HUBBLE HOMES, 882 E GREAT BEAR ST, UTILITY REFUND</u>	05/09/2023	25.48	.00	<u>21-4600 SEWER USER FEES</u>	0	5/23		
Total 221905.00:						79.84	.00					

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2166	UTILITY REFUND - #15	221935.00		<u>HUBBLE HOMES, 1266 S WISTON AVE, UTILITY REFUND</u>	05/09/2023	42.13	.00	<u>20-4500 METERED WATER SALES</u>	0	5/23		
2166	UTILITY REFUND - #15	221935.00		<u>HUBBLE HOMES, 1266 S WISTON AVE, UTILITY REFUND</u>	05/09/2023	37.71	.00	<u>21-4600 SEWER USER FEES</u>	0	5/23		
Total 221935.00:						79.84	.00					
2166	UTILITY REFUND - #15	221943.00		<u>HUBBLE HOMES, 1347 S WISTON AVE, UTILITY REFUND</u>	05/12/2023	43.83	.00	<u>20-4500 METERED WATER SALES</u>	0	5/23		
2166	UTILITY REFUND - #15	221943.00		<u>HUBBLE HOMES, 1347 S WISTON AVE, UTILITY REFUND</u>	05/12/2023	35.96	.00	<u>21-4600 SEWER USER FEES</u>	0	5/23		
Total 221943.00:						79.79	.00					
2166	UTILITY REFUND - #15	230385.03		<u>ANDREI N CORNELL, 630 S BLACK OAK AVE, UTILITY REFUND</u>	05/15/2023	51.52	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	5/23		
2166	UTILITY REFUND - #15	230385.03		<u>ANDREI N CORNELL, 630 S BLACK OAK AVE, UTILITY REFUND</u>	05/15/2023	57.19	.00	<u>20-4500 METERED WATER SALES</u>	0	5/23		
2166	UTILITY REFUND - #15	230385.03		<u>ANDREI N CORNELL, 630 S BLACK OAK AVE, UTILITY REFUND</u>	05/15/2023	70.77	.00	<u>21-4600 SEWER USER FEES</u>	0	5/23		
Total 230385.03:						179.48	.00					
2166	UTILITY REFUND - #15	241045.01		<u>WILLIAM C CHAMPION JR, 265 N BAY HAVEN AVE, UTILITY REFUND</u>	05/24/2023	34.04	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	5/23		
2166	UTILITY REFUND - #15	241045.01		<u>WILLIAM C CHAMPION JR, 265 N BAY HAVEN AVE, UTILITY REFUND</u>	05/24/2023	46.19	.00	<u>20-4500 METERED WATER SALES</u>	0	5/23		
2166	UTILITY REFUND - #15	241045.01		<u>WILLIAM C CHAMPION JR, 265 N BAY HAVEN AVE, UTILITY REFUND</u>	05/24/2023	49.31	.00	<u>21-4600 SEWER USER FEES</u>	0	5/23		

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Total 241045.01:						129.54	.00					
2166	UTILITY REFUND - #15	264735.03		<u>DANNY VAN DYKE, 2099 N VAN DYKE AVE, UTILITY REFUND</u>	05/24/2023	6.01	.00	<u>20-4500 METERED WATER SALES</u>	0	5/23		
2166	UTILITY REFUND - #15	264735.03		<u>DANNY VAN DYKE, 2099 N VAN DYKE AVE, UTILITY REFUND</u>	05/24/2023	1.69	.00	<u>21-4600 SEWER USER FEES</u>	0	5/23		
2166	UTILITY REFUND - #15	264735.03		<u>DANNY VAN DYKE, 2099 N VAN DYKE AVE, UTILITY REFUND</u>	05/24/2023	1.15	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	5/23		
Total 264735.03:						8.85	.00					
2166	UTILITY REFUND - #15	277721.00		<u>CBH, 516 W SCREECH OWL DR, UTILITY REFUND</u>	05/02/2023	121.95	.00	<u>20-4500 METERED WATER SALES</u>	0	5/23		
2166	UTILITY REFUND - #15	277721.00		<u>CBH, 516 W SCREECH OWL DR, UTILITY REFUND</u>	05/02/2023	55.63	.00	<u>21-4600 SEWER USER FEES</u>	0	5/23		
Total 277721.00:						177.58	.00					
2166	UTILITY REFUND - #15	281534.00		<u>HARDING HOMES, 2196 N OPAL FALLS WAY, UTILITY REFUND</u>	05/15/2023	227.21	.00	<u>20-4500 METERED WATER SALES</u>	0	5/23		
Total 281534.00:						227.21	.00					
2166	UTILITY REFUND - #15	292159.00		<u>CBH, 2222 W RICKON ST, UTILITY REFUND</u>	05/02/2023	.66	.00	<u>21-4600 SEWER USER FEES</u>	0	5/23		
2166	UTILITY REFUND - #15	292159.00		<u>CBH, 2222 W RICKON ST, UTILITY REFUND</u>	05/02/2023	71.92	.00	<u>20-4500 METERED WATER SALES</u>	0	5/23		
Total 292159.00:						72.58	.00					
2166	UTILITY REFUND - #15	292171.00		<u>CBH, 2267 W MINERVA ST, UTILITY REFUND</u>	05/18/2023	73.93	.00	<u>20-4500 METERED WATER SALES</u>	0	5/23		
2166	UTILITY REFUND - #15	292171.00		<u>CBH, 2267 W MINERVA ST, UTILITY REFUND</u>	05/18/2023	47.43	.00	<u>21-4600 SEWER USER FEES</u>	0	5/23		

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Total 292171.00:						121.36	.00					
2166	UTILITY REFUND - #15	293281.00		<u>CBH, 6554 S DEDICATION WAY, UTILITY REFUND</u>	05/18/2023	36.68	.00	<u>21-4600 SEWER USER FEES</u>	0	5/23		
2166	UTILITY REFUND - #15	293281.00		<u>CBH, 6554 S DEDICATION WAY, UTILITY REFUND</u>	05/18/2023	55.77	.00	<u>20-4500 METERED WATER SALES</u>	0	5/23		
Total 293281.00:						92.45	.00					
2166	UTILITY REFUND - #15	302354.00		<u>KW HOMES, 569 E RIO CHICO DR, UTILITY REFUND</u>	05/09/2023	133.10	.00	<u>20-4500 METERED WATER SALES</u>	0	5/23		
2166	UTILITY REFUND - #15	302354.00		<u>KW HOMES, 569 E RIO CHICO DR, UTILITY REFUND</u>	05/09/2023	82.72	.00	<u>21-4600 SEWER USER FEES</u>	0	5/23		
Total 302354.00:						215.82	.00					
2166	UTILITY REFUND - #15	303513.00		<u>HUBBLE HOMES, 2477 N RAPID CREEK WAY, UTILITY REFUND</u>	05/02/2023	106.99	.00	<u>20-4500 METERED WATER SALES</u>	0	5/23		
2166	UTILITY REFUND - #15	303513.00		<u>HUBBLE HOMES, 2477 N RAPID CREEK WAY, UTILITY REFUND</u>	05/02/2023	38.18	.00	<u>21-4600 SEWER USER FEES</u>	0	5/23		
Total 303513.00:						145.17	.00					
2166	UTILITY REFUND - #15	303657.00		<u>HUBBLE HOMES, 2979 N RAPID CREEK PL, UTILITY REFUND</u>	05/12/2023	58.25	.00	<u>20-4500 METERED WATER SALES</u>	0	5/23		
2166	UTILITY REFUND - #15	303657.00		<u>HUBBLE HOMES, 2979 N RAPID CREEK PL, UTILITY REFUND</u>	05/12/2023	49.07	.00	<u>21-4600 SEWER USER FEES</u>	0	5/23		
Total 303657.00:						107.32	.00					
2166	UTILITY REFUND - #15	303663.00		<u>HUBBLE HOMES, 3071 N RAPID CREEK WAY, UTILITY REFUND</u>	05/11/2023	50.37	.00	<u>20-4500 METERED WATER SALES</u>	0	5/23		
2166	UTILITY REFUND - #15	303663.00		<u>HUBBLE HOMES, 3071 N RAPID CREEK WAY, UTILITY REFUND</u>	05/11/2023	45.62	.00	<u>21-4600 SEWER USER FEES</u>	0	5/23		

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Total 303663.00:						95.99	.00					
2166	UTILITY REFUND - #15	30512.03		<u>PRIMROSE AVALON LLC, 951 W AVALON ST, UTILITY REFUND</u>	05/12/2023	1,422.12	.00	<u>20-4500 METERED WATER SALES</u>	0	5/23		
2166	UTILITY REFUND - #15	30512.03		<u>PRIMROSE AVALON LLC, 951 W AVALON ST, UTILITY REFUND</u>	05/12/2023	392.60	.00	<u>21-4600 SEWER USER FEES</u>	0	5/23		
2166	UTILITY REFUND - #15	30512.03		<u>PRIMROSE AVALON LLC, 951 W AVALON ST, UTILITY REFUND</u>	05/12/2023	806.38	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	5/23		
Total 30512.03:						2,621.10	.00					
2166	UTILITY REFUND - #15	340057.02		<u>NOAH B COBLER, 1412 W CROOKED RIVER DR, UTILITY REFUND</u>	05/16/2023	61.57	.00	<u>20-4500 METERED WATER SALES</u>	0	5/23		
2166	UTILITY REFUND - #15	340057.02		<u>NOAH B COBLER, 1412 W CROOKED RIVER DR, UTILITY REFUND</u>	05/16/2023	82.44	.00	<u>21-4600 SEWER USER FEES</u>	0	5/23		
2166	UTILITY REFUND - #15	340057.02		<u>NOAH B COBLER, 1412 W CROOKED RIVER DR, UTILITY REFUND</u>	05/16/2023	54.86	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	5/23		
Total 340057.02:						198.87	.00					
2166	UTILITY REFUND - #15	360072.00		<u>SHALC GC INC, 12060 W CHEER LN, UTILITY REFUND</u>	05/02/2023	74.53	.00	<u>20-4500 METERED WATER SALES</u>	0	5/23		
2166	UTILITY REFUND - #15	360072.00		<u>SHALC GC INC, 12060 W CHEER LN, UTILITY REFUND</u>	05/02/2023	36.83	.00	<u>21-4600 SEWER USER FEES</u>	0	5/23		
Total 360072.00:						111.36	.00					
2166	UTILITY REFUND - #15	360075.00		<u>SHEA HOMES, 12014 W CHEER LN, UTILITY REFUND</u>	05/02/2023	74.01	.00	<u>20-4500 METERED WATER SALES</u>	0	5/23		
2166	UTILITY REFUND - #15	360075.00		<u>SHEA HOMES, 12014 W CHEER LN, UTILITY REFUND</u>	05/02/2023	35.76	.00	<u>21-4600 SEWER USER FEES</u>	0	5/23		

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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
Total 360075.00:						109.77	.00					
2166	UTILITY REFUND - #15	360139.00		<u>SHALC GC INC. 12118 W CHEER LN. UTILITY REFUND</u>	05/16/2023	59.69	.00	<u>20-4500 METERED WATER SALES</u>	0	5/23		
2166	UTILITY REFUND - #15	360139.00		<u>SHALC GC INC. 12118 W CHEER LN. UTILITY REFUND</u>	05/16/2023	6.05	.00	<u>21-4600 SEWER USER FEES</u>	0	5/23		
Total 360139.00:						65.74	.00					
2166	UTILITY REFUND - #15	361552.00		<u>TH CONSTRUCTION LLC. 11680 W BALLAD CT. UTILITY REFUND</u>	05/09/2023	29.21	.00	<u>20-4500 METERED WATER SALES</u>	0	5/23		
2166	UTILITY REFUND - #15	361552.00		<u>TH CONSTRUCTION LLC. 11680 W BALLAD CT. UTILITY REFUND</u>	05/09/2023	61.62	.00	<u>21-4600 SEWER USER FEES</u>	0	5/23		
Total 361552.00:						90.83	.00					
Total UTILITY REFUND - #15:						5,323.47	.00					
VALLI INFORMATION SYSTEMS, INC												
857	VALLI INFORMATION SYSTEMS, INC	88082		<u>STATEMENT PRINTING AND POSTAGE, APR. '23- ADMIN</u>	04/30/2023	2,208.15	2,208.15	<u>01-6190 POSTAGE & BILLING</u>	0	5/23	05/12/2023	
857	VALLI INFORMATION SYSTEMS, INC	88082		<u>STATEMENT PRINTING AND POSTAGE, APR. '23- WATER</u>	04/30/2023	1,510.84	1,510.84	<u>20-6190 POSTAGE & BILLING</u>	0	5/23	05/12/2023	
857	VALLI INFORMATION SYSTEMS, INC	88082		<u>STATEMENT PRINTING AND POSTAGE, APR. '23- SEWER</u>	04/30/2023	1,510.84	1,510.84	<u>21-6190 POSTAGE & BILLING</u>	0	5/23	05/12/2023	
857	VALLI INFORMATION SYSTEMS, INC	88082		<u>STATEMENT PRINTING AND POSTAGE, APR. '23- P/I</u>	04/30/2023	581.10	581.10	<u>25-6190 POSTAGE & BILLING</u>	0	5/23	05/12/2023	
Total 88082:						5,810.93	5,810.93					
857	VALLI INFORMATION SYSTEMS, INC	88084		<u>LOCK BOX TRANSACTIONS FOR APR'23- ADMIN</u>	04/30/2023	64.64	64.64	<u>01-6505 BANK FEES</u>	0	5/23	05/12/2023	
857	VALLI INFORMATION SYSTEMS, INC	88084		<u>LOCK BOX TRANSACTIONS FOR APR'23- WATER</u>	04/30/2023	44.23	44.23	<u>20-6505 BANK FEES</u>	0	5/23	05/12/2023	

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	88084		<u>LOCK BOX TRANSACTIONS FOR APR'23- SEWER</u>	04/30/2023	44.23	44.23	21-6505 BANK FEES	0	5/23	05/12/2023	
857	VALLI INFORMATION SYSTEMS, INC	88084		<u>LOCK BOX TRANSACTIONS FOR APR'23- P.I</u>	04/30/2023	17.00	17.00	25-6505 BANK FEES	0	5/23	05/12/2023	
Total 88084:						170.10	170.10					
Total VALLI INFORMATION SYSTEMS, INC:						5,981.03	5,981.03					
VERIZON WIRELESS												
1575	VERIZON WIRELESS	9933646398		<u>MODEM SERVICE FOR 04/02-5/1/2023 - PARKS</u>	05/01/2023	167.11	167.11	01-6255 TELEPHONE	1004	5/23	05/12/2023	
1575	VERIZON WIRELESS	9933646398		<u>MODEM SERVICE FOR 04/02-5/1/2023 - WATER</u>	05/01/2023	428.63	428.63	20-6255 TELEPHONE EXPENSE	0	5/23	05/12/2023	
1575	VERIZON WIRELESS	9933646398		<u>MODEM SERVICE FOR 04/02-5/1/2023 - SEWER</u>	05/01/2023	604.10	604.10	21-6255 TELEPHONE EXPENSE	0	5/23	05/12/2023	
1575	VERIZON WIRELESS	9933646398		<u>MODEM SERVICE FOR 04/02-5/1/2023 - P.I</u>	05/01/2023	220.58	220.58	25-6255 TELEPHONE EXPENSE	0	5/23	05/12/2023	
Total 9933646398:						1,420.42	1,420.42					
1575	VERIZON WIRELESS	9933822232		<u>TABLET SERVICE FOR 04/02-5/1/2023 - ADMIN</u>	05/01/2023	20.73	20.73	01-6255 TELEPHONE	0	5/23	05/12/2023	
1575	VERIZON WIRELESS	9933822232		<u>TABLET SERVICE FOR 04/02-5/1/2023 - P & Z</u>	05/01/2023	66.34	66.34	01-6255 TELEPHONE	1003	5/23	05/12/2023	
1575	VERIZON WIRELESS	9933822232		<u>TABLET SERVICE FOR 04/02-5/1/2023 - PARKS</u>	05/01/2023	25.70	25.70	01-6255 TELEPHONE	1004	5/23	05/12/2023	
1575	VERIZON WIRELESS	9933822232		<u>TABLET SERVICE FOR 04/02-5/1/2023 - BUILDING DEPT</u>	05/01/2023	51.41	51.41	01-6255 TELEPHONE	1005	5/23	05/12/2023	
1575	VERIZON WIRELESS	9933822232		<u>TABLET SERVICE FOR 04/02-5/1/2023 - WATER</u>	05/01/2023	83.25	83.25	20-6255 TELEPHONE EXPENSE	0	5/23	05/12/2023	

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1575	VERIZON WIRELESS	9933822232		<u>TABLET SERVICE FOR 04/02-5/1/2023 - SEWER</u>	05/01/2023	109.78	109.78	21-6255 <u>TELEPHONE EXPENSE</u>	0	5/23	05/12/2023	
1575	VERIZON WIRELESS	9933822232		<u>TABLET SERVICE FOR 04/02-5/1/2023 - P.I</u>	05/01/2023	24.21	24.21	25-6255 <u>TELEPHONE EXPENSE</u>	0	5/23	05/12/2023	
1575	VERIZON WIRELESS	9933822232		<u>TABLET SERVICE FOR 04/02-5/1/2023 - ECONOMIC DEVELOPMENT</u>	05/01/2023	16.59	16.59	01-6255 <u>TELEPHONE</u>	4000	5/23	05/12/2023	
Total 9933822232:						398.01	398.01					
1575	VERIZON WIRELESS	9933822233		<u>CELL SERVICE FOR 04/02-5/1/2023 - P.I</u>	05/01/2023	63.73	63.73	25-6255 <u>TELEPHONE EXPENSE</u>	0	5/23	05/12/2023	
1575	VERIZON WIRELESS	9933822233		<u>CELL SERVICE FOR 04/02-5/1/2023 - ECONOMIC DEVELOPMENT</u>	05/01/2023	38.60	38.60	01-6255 <u>TELEPHONE</u>	4000	5/23	05/12/2023	
1575	VERIZON WIRELESS	9933822233		<u>CELL SERVICE FOR 04/02-5/1/2023 - ADMIN</u>	05/01/2023	55.94	55.94	01-6255 <u>TELEPHONE</u>	0	5/23	05/12/2023	
1575	VERIZON WIRELESS	9933822233		<u>CELL SERVICE FOR 04/02-5/1/2023 - P & Z</u>	05/01/2023	9.64	9.64	01-6255 <u>TELEPHONE</u>	1003	5/23	05/12/2023	
1575	VERIZON WIRELESS	9933822233		<u>CELL SERVICE FOR 04/02-5/1/2023 - PARKS</u>	05/01/2023	370.36	370.36	01-6255 <u>TELEPHONE</u>	1004	5/23	05/12/2023	
1575	VERIZON WIRELESS	9933822233		<u>CELL SERVICE FOR 04/02-5/1/2023 - WATER</u>	05/01/2023	232.40	232.40	20-6255 <u>TELEPHONE EXPENSE</u>	0	5/23	05/12/2023	
1575	VERIZON WIRELESS	9933822233		<u>CELL SERVICE FOR 04/02-5/1/2023 - SEWER</u>	05/01/2023	309.56	309.56	21-6255 <u>TELEPHONE EXPENSE</u>	0	5/23	05/12/2023	
Total 9933822233:						1,080.23	1,080.23					
1575	VERIZON WIRELESS	9933822234		<u>CELL PHONE SERVICE FOR 04/02-5/1/2023 - ADMIN</u>	05/01/2023	92.50	92.50	01-6255 <u>TELEPHONE</u>	0	5/23	05/12/2023	

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1575	VERIZON WIRELESS	9933822234		<u>CELL PHONE SERVICE FOR 04/02-5/1/2023 - P&Z</u>	05/01/2023	36.35	36.35	<u>01-6255 TELEPHONE</u>	1003	5/23	05/12/2023	
1575	VERIZON WIRELESS	9933822234		<u>CELL PHONE SERVICE FOR 04/02-5/1/2023 - PARKS</u>	05/01/2023	226.19	226.19	<u>01-6255 TELEPHONE</u>	1004	5/23	05/12/2023	
1575	VERIZON WIRELESS	9933822234		<u>CELL PHONE SERVICE FOR 04/02-5/1/2023 - BUILDING INSPECTION</u>	05/01/2023	40.39	40.39	<u>01-6255 TELEPHONE</u>	1005	5/23	05/12/2023	
1575	VERIZON WIRELESS	9933822234		<u>CELL PHONE SERVICE FOR 04/02-5/1/2023 - WATER</u>	05/01/2023	233.59	233.59	<u>20-6255 TELEPHONE EXPENSE</u>	0	5/23	05/12/2023	
1575	VERIZON WIRELESS	9933822234		<u>CELL PHONE SERVICE FOR 04/02-5/1/2023 - SEWER</u>	05/01/2023	354.76	354.76	<u>21-6255 TELEPHONE EXPENSE</u>	0	5/23	05/12/2023	
1575	VERIZON WIRELESS	9933822234		<u>CELL PHONE SERVICE FOR 04/02-5/1/2023 - P.I</u>	05/01/2023	66.41	66.41	<u>25-6255 TELEPHONE EXPENSE</u>	0	5/23	05/12/2023	
Total 9933822234:						1,050.19	1,050.19					
Total VERIZON WIRELESS:						3,948.85	3,948.85					
W.W. GRAINGER												
162	W.W. GRAINGER	9709786561	15729	<u>WIND METER FOR THE SEWER DEPARTMENT. M. WEBB. MAY '23</u>	05/17/2023	65.68	.00	<u>21-6150 M & R - SYSTEM</u>	0	5/23		
Total 9709786561:						65.68	.00					
Total W.W. GRAINGER:						65.68	.00					
WHITE, PETERSON, GIGRAY, & NICHOLS P.A.												
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	04302023WPG		<u>LEGAL SERVICES FOR APRIL '23-ADMIN</u>	04/30/2023	2,586.34	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	0	5/23		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	04302023WPG		<u>LEGAL SERVICES FOR APRIL '23-ECONOMIC DEVELOPMENT</u>	04/30/2023	648.00	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	4000	5/23		

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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
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	04302023WPG		<u>LEGAL SERVICES FOR APRIL '23-P&Z</u>	04/30/2023	3,002.76	.00	01-6202 PROFESSIONAL SERVICES	1003	5/23		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	04302023WPG		<u>LEGAL SERVICES FOR APRIL '23-WATER</u>	04/30/2023	1,843.65	.00	20-6202 PROFESSIONAL SERVICES	0	5/23		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	04302023WPG		<u>LEGAL SERVICES FOR APRIL '23-SEWER</u>	04/30/2023	144.00	.00	21-6202 PROFESSIONAL SERVICES	0	5/23		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	04302023WPG		<u>LEGAL SERVICES FOR APRIL '23-ECONOMIC DEVELOPMENT</u>	04/30/2023	3,685.50	.00	01-6202 PROFESSIONAL SERVICES	4000	5/23		
Total 04302023WPGN:						11,910.25	.00					
Total WHITE, PETERSON, GIGRAY, & NICHOLS P.A.:						11,910.25	.00					
XYLEM WATER SOLUTIONS U.S.A., INC.												
1623	XYLEM WATER SOLUTIONS U.S.A., INC.	401252373		<u>PUMP REPAIRS AT THE SEWER TREATMENT PLANT, T. FLEMING, MAY'23</u>	05/16/2023	4,127.08	4,127.08	21-6150 M & R - SYSTEM	0	5/23	05/26/2023	
Total 401252373:						4,127.08	4,127.08					
Total XYLEM WATER SOLUTIONS U.S.A., INC.:						4,127.08	4,127.08					
Grand Totals:						879,394.03	418,857.31					

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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.

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

IN THE MATTER OF THE APPLICATION OF) **Case Nos. 22-04-ZC (Rezone), and**
) **22-09-S (Preliminary Plat).**
TOLL BROTHERS, INC.)
) **FINDINGS OF FACT, CONCLUSIONS**
) **OF LAW AND ORDER OF DECISION**
) **FOR REZONE AND PRELIMINARY**
For a request at 610 W Columbia Road.) **PLAT APPLICATIONS.**

THESE MATTERS came before the Council for public hearing on May 16, 2023, for the receipt and consideration by the Council of these Findings of Fact, Conclusions of Law, and Order of Decision for the above referenced application. The Council does now hereby make and set forth the Record of Proceedings, and these Findings of Fact, 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
1.5 Staff's Memo			X
1.2 FCOs P&Z COMMISSION SIGNED.pdf			X
1.3 P&Z COMMISSION SIGN UP SHEETS.pdf			X
1.4 P&Z COMMISSION MEETING MINUTES - SIGNED.pdf			X
2.1 P&Z APPLICATION COVERSHEET.pdf			X
2.2 REZONE APPLICATION.PDF			X
2.3 PRELIMINARY PLAT APPLICATION.PDF			X
2.4 PROJECT NARRATIVE.pdf			X
2.5 VESTING DEED.PDF			X
2.6 AFFIDAVIT OF LEGAL INTEREST.PDF			X
2.7 VICINITY MAP.PDF			X
2.8 LEGAL DESCRIPTION OVERALL.PDF			X
2.9 R-6 LEGAL DESCRIPTION.pdf			X
2.10 R-8 LEGAL DESCRIPTION.pdf			X
2.11 PRELIMINARY PLAT.pdf			X
2.12 PHASING PLAN.pdf			X
2.13 OPEN SPACE EXHIBIT.pdf			X
2.14 LANDSCAPE PLAN.pdf			X
2.15 LANDSAPE ILLUSTRATIVE.pdf			X
2.16 SUBDIVISION NAME RESERVATION.PDF			X

2.17 NEIGHBORHOOD MEETING CERTIFICATION.PDF			X
2.18 COMMON AREA MAINTENANCE.pdf			X
2.19 COMMITMENT TO POSTING PROPERTY.PDF			X
2.20 TRAFFIC IMPACT STUDY ACHD COMMENTS.pdf			X
2.21a TIS Exec summary11.01.22.pdf			X
2.22 REZONE EXHIBIT.pdf			X
2.23 REQUEST FOR AGENCY COMMENTS.pdf			X
2.24a PUBLIC WORKS.pdf			X
2.24b UPDATED PUBLIC WORKS.pdf			X
2.25a ADA COUNTY HIGHWAY DISTRICT.pdf			X
2.25b ADA COUNTY HIGHWAY DISTRICT UPDATED.pdf			X
2.26 BOISE PROJECT BOARD OF CONTROL.pdf			X
2.27 CENTRAL DISTRICT HEALTH.pdf			X
2.28 COMPASS.pdf			X
2.29 DEPARTMENT OF ENVIRONMENTAL QUALITY.pdf			X
2.30 ITD TRAFFIC IMPACT STUDY ACCEPTANCE.pdf			X
2.31 KUNA RURAL FIRE DISTRICT.pdf			X
2.32 NAMPA MERIDIAN IRRIGATION DISTRICT.pdf			X
2.33 PROOF OF PUBLICATION KMN P&Z.pdf			
2.34 300' LEGAL NOTIICE MAILER P&Z.pdf			
2.35 PROOF OF PROPERTY POSTING P&Z.PDF			
2.36 WEBSITE POSTING P&Z.pdf			
2.37 BOISE KUNA IRRIGATION DISTRICT.pdf			
2.38 PROOF OF PUBLICATION KMN CC.pdf			
2.39 300' LEGAL NOTICE MAILER P&Z.pdf			
2.40 PROOF OF PROPERTY POSTING.pdf			
2.41 WEBSITE POSTING PROOF CC.pdf			
2.42 ASTER GROVE PROJECT INFRASTRUCTURE AGREEMENT 05.11.2023.pdf			
2.43 KUNA SCHOOL DISTRICT.pdf			

1.2 Hearings: The Council heard this on May 16, 2023. The FCO’s have been requested to go before the Council on June 6, 2023.

1.3 Witness Testimony: Those who testified at the Councils’ May 16, 2023, hearing are as follows, to-wit:

- A. City Staff:
Troy Behunin, Senior Planner
- B. Appearing for the Applicant:
Jeff Bower, Givens Pursley, LLP, 601 W Bannock St, Boise, ID 83702 – Testified
- C. Appearing in Favor:
Danielle Horras, Kuna School District, 711 E Porter St., Kuna, ID 83634 - Testified
- D. Appearing Neutral:
None

- E. Appearing in Opposition:
 Greg Rowe, 660 W Columbia Road, Meridian ID, 83642 – Testified
 Laura Schaffer, 610 W Columbia Road, Meridian ID, 83642 – Testified

**II
 DECISION**

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

**III
 FINDINGS OF FACT**

3.1 Findings Regarding Notice

- A. Notice was published for the May 16, 2023, hearing on the 610 W Columbia Road Rezone and Preliminary Plat in the Kuna Melba News, the official City of Kuna newspaper, which has general circulation within the boundaries of the city, Ada and Canyon County, on April 26, 2023. Notice was also published on the City of Kuna website May 5, 2023.
- B. Notice for the May 16, 2023, hearing containing the legal description of the property proposed to be Rezoned and Subdivided was mailed to all know and affected property owners within 300-ft of the boundaries of the area described in the application on April 26, 2023.
- C. Notice for the May 16, 2023, hearing was posted on a sign in accordance with [Kuna City Code \(KCC\) 5-1A-8](#) on April 24, 2023. A Proof of Property Posting form was provided to staff on April 28, 2023.

3.2 Findings Regarding Rezone and Preliminary Plat.

- A. The subject site is located within the City of Kuna and has historically been used as agricultural land.
- B. The land proposed for Rezone and Preliminary Plat is comprised of one (1) parcel totaling approximately 37.20 acres. The parcel is as follows:

Owner	Parcel No.	Size	Current Zone
Smith Properties, LLC	S1301438810	37.20 acres	A (Agriculture)

- C. The existing land uses and zoning districts for lands surrounding the subject site are as follows:

North	A	Agriculture – Kuna City
South	R-6	Medium Density Residential (<i>PUD</i>) – Kuna City
	RR	Rural Residential – Ada County
	R1	Low Density Residential – Ada County
East	A	Agriculture – Kuna City
West	R-6	Medium Density Residential – Kuna City
	R-20	High Density Residential – Kuna City

- D. Have the public notice requirements been met and the Neighborhood Meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances?

1. The Applicant held a Neighborhood Meeting February 24, 2022 (3 Attendees) attended the meeting in accordance with I.C. and KCC. (+)
 2. Neighborhood Notices were mailed out to residents within 300-feet of the proposed project site on April 26, 2023, and a legal notice was published in the Kuna Melba Newspaper on April 26, 2023, in accordance with I.C. and KCC. (+)
 3. The Applicant posted a sign on the property on April 24, 2023. (+)
- E.** Based on the evidence presented does the application generally comply with Kuna City Code (KCC)?
1. The Applicant has submitted a complete application, and following staff review for technical compliance, the application appears to be in general compliance with the design requirements, public improvement requirements, objectives and considerations listed in Kuna City Code Title 5 and Title 6, if the sewer infrastructure improvements recommended by the Public Works Department are completed. (+)
- F.** Based on the evidence presented, does the application generally comply with the Comprehensive Plan?
1. The Comp Plan designates the property as Mixed-Use, the proposed zoning districts are R-6 and R-8, a civic lot is proposed in the southwest corner of the site to provide for civic use. (+)
 2. The development includes additional housing types and sizes promotes variety for all income levels and promotes desirable and well-designed neighborhoods. (+)
 3. Adding roads, sidewalks, pathways, and pedestrian corridors together with stubs to adjacent properties promotes future connections by other developments offers connectivity and access for all residents. (+)
- G.** Can the availability of existing and proposed public services accommodate the proposed development?
1. ACHD can support the development with all Site-Specific Conditions of approval being satisfied. (+)
 2. ITD requires no mitigation improvements to serve the development. (+)
 3. Sewer will become available with the extension of the Mason Creek Trunkline of which the Applicant will construct approximately 1,300 feet. The Applicant contribution will not just increase sewer capacity for this project, but for the City as a whole. (+)
 4. Potable water connection is available for the subject site. (+)
 5. Pressurized irrigation connection is available for the subject site. (+)
 6. Kuna School District can serve the students generated from the proposed development. (+)

7. Kuna Rural Fire District can support this project with their required conditions being satisfied. (+)
- H.** Does the public have the financial capability to provide supporting services to the proposed development?
1. Through development of the project and beyond, connection fees, impact fees (Fire, Police, Park and Ada County Highway District), and property taxes will be collected. (+)
- I.** Does the proposed project consider health and safety of the public and the surrounding area's environment?
1. Connection to City services, as well as other public improvements such as streetlights, fire hydrants, sidewalks, etc. will be implemented as a part of this project. (+)
2. No major wildlife habitats will be impacted by the proposed development. (+)
- J.** Does the site landscaping meet the intent of the landscape Ordinance?
1. A six- foot (6') vinyl fence is proposed around the perimeter of the subdivision where permitted. (+)
2. Residential lots will be required to provide see-through fencing adjacent to all common lots and shall follow all requirements listed in [KCC 5-17](#). (+)
3. A Landscape buffer comprised of sod, trees and other plantings will be provided along W Columbia Road. (+)
4. 11.46% qualified open space is proposed exceeding the 8.00% minimum. (+)
5. Internal pathways are provided for pedestrian connectivity within the development. (+)
- K.** Does the proposed application constitute orderly development?
1. The proposed subject site is located within Kuna City Limits and is surrounded by city limits on all sides. (+)
2. Subdivisions are under active construction to the northwest and southwest of the subject site. (+)
3. Stub streets are provided for connection of future development. (+)
- L.** The Applicant and/or Owner of the property have the right to request a written regulatory taking analysis.

IV STAFF TESTIMONY

Senior Planner Troy Behunin, in a staff memo to the Council dated May 16, 2023, confirmed that a review of the request, site plan and records on file at the City of Kuna has been completed with the following conclusions:

4.1 Ada County Highway District

- A. See the Ada County Highway District Reports by [clicking here](#).
- B. Applicant shall follow all standards and requirements in accordance with [KCC 5-17-13](#) and [6-4-2-B.3](#). Sidewalks along arterials roadways shall be eight (8) foot wide detached.
- C. Applicant shall follow all standards and requirements in accordance with [KCC 5-17-13](#) and [6-4-2-B.3](#). Sidewalks along Collector roadways shall be eight (8) foot wide detached with 4 - 8 foot wide irrigated planter strip, and concrete vertical curb and gutter.
- D. 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”.

4.2 Idaho Transportation

- A. See The ITD comments by [clicking here](#). ITD does not have objection to the development and are not requiring any mitigation improvements as long as the development does not exceed the number of anticipated site trips identified in the Traffic Impact Study.

4.3 COMPASS

- A. See the COMPASS comments by [clicking here](#).

4.4 Site Layout and Dimensional Standards

- A. The Applicant proposes a private driveway for two (2) lots within the project, Staff recommends the Applicant be conditioned to work with the City Engineer for proper easement widths for the project as a whole, and in particular the homes near the private driveway. Private driveways shall be designed in accordance with [KCC 6-4-2-B.8](#).
- B. All dimensional standards appear to be in compliance with [KCC 5-3-3](#).

4.5 Parking

The Applicant has provided at least two (2) off street parking spots for each single-family residential unit in accordance with [KCC 5-9](#).

4.6 Open Space

- A. The Applicant proposes 4.19 acres, or 11.26% of the total project as qualified open space; this area does not include required landscape buffers. [KCC 5-17-12](#) requires that a minimum 8.00% of the developments gross land area shall be used for open space purposes and mutually exclusive of required residential buffers. Staff views the proposal to be compliant with KCC. Staff recommends a pedestrian walkway be added to proposed Lots 11/12, Block 1, for connectivity to the future civic lot.
- B. Staff notes the southwestern corner includes the existing Mason Creek Canal; a paved pathway will be required along its northern edge to accommodate the future trail as indicated on the Master Pathway Map and shall follow the Parks and Recreation standards. Staff recommends the Developer place the canal-side of the pathway as far away as possible, in order to provide a larger greenspace along the canal. This will offer more protection of the future greenspace when weeds are sprayed.
- C. If this project is approved, at the time of civil plan development, landscaping cannot be placed within ten (10) feet of any meter pits, pressurized irrigation valves, or ACHD underground facilities in accordance with [KCC 6-4-2-B.11](#). In the event that locations of landscaping elements are within the locations listed above, those trees must be moved to an alternate location, and an updated landscape plan must be provided to staff prior to scheduling a landscape inspection. Any elements that must be moved to another spot, may not simply be removed.
- D. All proposed landscaping, buffers and common space shall comply with [KCC 5-17](#).
- E. The Developer, Owner and/or Applicant is hereby notified that this project is subject to Design Review inspection fees. Required inspections (post construction), are to verify landscaping compliance prior to requesting signature on the Final Plat.

4.7 Fencing

The Applicant shall and install “see-through” fencing along all residential buildable lot property lines abutting pathways, greenbelts and common areas. Fences placed between Commercial/Civic and Residential uses shall be sight obscuring. All fencing shall comply with [KCC 5-5-5](#).

4.8 Public Works

According to Exhibit 2.24, Public Works staff can support the Aster Grove Subdivision development with conditions of that support listed in Section five (5) of the Engineers Memo. To achieve support from the Public Works office, the Developer shall obtain a QLPE after the Mason Creek Trunkline and Lift Station is operational, Planning and Zoning staff agrees with Public Works recommendations.

The Applicant shall be required to work with staff to install streetlights a maximum spacing of 250-feet.; the final location of streetlights will be approved at the time of construction document review. Staff notes that these streetlights must be designed and installed according to “Dark Sky” standards and are required to be LED lights. All street light installation shall comply with [KCC 6-4-2](#).

4.9 Comprehensive Plan

- A. Goal Area 1: Kuna will be economically diverse and vibrant.
 - o Policy 1.C.2.d: Ensure infrastructure and public facilities are in place and parcels identified for commercial or industrial are shovel-ready.
- B. Goal Area 3: Kuna's land uses will support a desirable, distinctive and well-designed community.
 - 1. Goal 3.D.: Encourage development of housing options and strong neighborhoods.
 - o 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.
 - o 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.
 - 2. Goal 3.G.: Respect and protect private property rights.
 - o 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 includes additional housing types and sizes promotes variety for all income levels and promotes desirable and well-designed neighborhoods.

- C. Goal Area 4: Kuna will be a connected community through strong transportation and infrastructure systems.
 - 1. Goal 4.B.: Increase sidewalk coverage and connectivity and invest in pedestrian facilities to increase walkability.
 - o 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.
 - 2. Goal 4.C.: Increase pathway, trail and on-street bicycle facilities.
 - o Objective 4.C.1.: Maintain/enhance existing pathways/trails/on-street bicycle facilities.
 - Policy 4.C.1.a: Expand the bicycle network as identified in the Kuna Pathways Master Plan and ACHD Roadways to Bikeways Plans through land use developments and capital improvement projects.
 - Policy 4.C.1.e: Coordinate with developers to connect to and/or enhance bicycle facility connections, including pathways, non-motorized canal crossings, road bridges and wayfinding signage.
 - o Objective 4.C.2.: Ensure expansion of pathways, trails and on-street bicycle routes.
 - Policy 4.C.2.b: Promote the installation of off-system bicycle pathways to create neighborhood connections and reduce non-motorized transportation route lengths.

3. Goal 4.D.: Promote a connected street network that incorporates mid-mile collectors and crossing for improved neighborhood connectivity.
 - o Objective 4.D.2.: Ensure the continued expansion/development of a classified roads system throughout the community.
 - Policy 4.D.2.a: Extend and expand Mid-Mile Roads as growth occurs.
 - Policy 4.D.2.b: Preserve adequate Rights-Of-Way along all classified roads or other approved alternative locations to align roads.

Analysis: Adding roads, sidewalks, pathways, and pedestrian corridors together with stubs to adjacent properties promotes future connections by other developments offers connectivity and access for all residents.

V CONDITIONS

Based upon the record contained in Case Nos. 22-04-ZC and 22-09-S, including the Comprehensive Plan, Kuna City Code, Staff’s Memorandums, including the exhibits, and the testimony during the Public Hearing the Council hereby Approves the Rezone and the Preliminary Plat subject to the following Conditions of Approval:

5.1 Staff Recommended Conditions

- A. Applicant shall add pedestrian access across the private driveway on Lot 11, Block 1, for connection and access to the required greenbelt, pathway and possible future commercial uses.

5.2 Transportation

- A. Buffers, curb, gutter and sidewalk (attached and detached) shall be installed in accordance with [KCC 5-17-14](#) and [6-4-2](#).
- B. Developer/Owner/Applicant shall work with Ada County Highway District and the City of Kuna to complete all required traffic improvements to the surrounding roadways and intersections as detailed in the Ada County Highway District staff report.
- C. Developer/Owner/Applicant shall install a sign at the terminus of every proposed stub street stating; “these roads will continue in the future”. Developer/Owner/Applicant shall obtain proper language from Ada County Highway District.

5.2 Site Layout, Dimensional Standards and Parking

- A. Developer/Owner/Applicant shall measure all front building setbacks from back of sidewalk on all internal local roads.
- B. Applicant shall ensure the proper easement widths on all lots in accordance with [KCC 6-3-8](#).
- C. It is the responsibility of the Developer to ensure any anticipated buildings fit any given buildable lot in accordance with [KCC 5-3-3](#).

5.3 Landscape, Open Space and Fencing

- A. Fencing within and around the site shall comply with [KCC 5-5-5](#) (unless specifically approved otherwise and permitted).

- B.** 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.
- C.** Landscaping shall not be placed within ten (10) feet of any meter pits, pressurized irrigation valves and/or ACHD underground facilities and must honor all vision triangles.
- D.** The Landscape Plan (dated 10.26.22) and Preliminary Plat (dated 10.31.22) will be considered binding site plans as amended and/or approved.
- E.** 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](#).
- F.** If any revisions are made, the Applicant shall provide the Planning and Zoning Staff with a revised copy of the Preliminary Plat. Any revisions of the plat are subject to Administrative Determination to rule if the revision is substantial.
- G.** Develop/Owner/Applicant is hereby notified that this project is subject to Design Review inspection fees. Required inspections (post construction), are to verify building and landscaping compliance prior to requesting signature on the final plat.

5.4 Public Works

- A.** 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](#).
- B.** Compliance with [I.C. §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.
- C.** 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).
- D.** Connection to City Services (Sewer, Water, Pressurized Irrigation) is required. The Applicant shall conform to all corresponding City of Kuna Master Plans.
- E.** 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.
- F.** The Developer/Owner/Applicant shall not submit an application for Final Plat until the City's Public Works Director issues a Will-Serve Letter stating the City's appurtenance has capacity to service the proposed development with domestic water, and accept the wastewater discharged from the proposed development.
- G.** In the event a Will-Serve Letter is not issued within the time the Applicant is required to record a Final Plat, the Applicant shall have good cause and be eligible to receive, pursuant to [KCC 6-2-3-J](#), a Time Extension to file a Final Plat up to and until a Will-Serve Letter has been issued.

- H. Developer/Owner/Applicant shall work with staff in order to provide final locations of streetlights as required by Kuna City Code. Streetlights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Sky practices.
- I. Equivalent Dwelling Units (EDU's) will be issued on a Phase-by-Phase basis (per Final Plat).
- J. Enter into the Project Infrastructure Agreement (Exhibit 2.42).

5.5 General

- A. 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:
 1. The City Engineer shall approve all sewer connections.
 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 an approved drainage plan.
 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".
 4. The Kuna Rural Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by the Fire District are required.
 5. The Kuna Municipal Irrigation System and Boise Project Board of Control shall approve any modifications to the existing irrigation system.
 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).
 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.
- B. 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.
- C. 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.
- D. 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.
- E. Developer agrees to keep Lots 4 and 5, Block 2, single-story homes as agreed upon during the public hearing with Council, as shown on the Preliminary Plat as shown at the hearing.

- F. Developer shall follow the Public Works conditions of approval listed in the Engineers memo dated February 17, 2023.
- G. Developer/Owner/Applicant and all successors shall comply with all Local, State and Federal Laws.

VI TESTIMONY RECEIVED

- 6.1 Jeff Bower, Givens Pursley, LLP, 601 W Bannock St, Boise, ID 83702, testified his client agrees with the staff report and the conditions as stated in the staff report and about the Toll Brothers Company and its history. Jeff testified his client has worked with the Staff and for two years for staff's support and his client believes this fits the area well, follows the FLUM and surrounding zones. Jess testified about the project density and access to Kay Avenue. Jeff stated the types and areas for each zone and how his client proposes four phases and how they would like to start as soon as the end of 2023. He testified they have provided 2.2 acres of central open space with three additional internal parks, and that they will build a path on the north side of Mason Creek canal.
- 6.2 Greg Rowe, 660 W Columbia Road, Meridian ID, 83642, testified he seeks clarification on a few items. He testified he attended the neighborhood meeting and wants to preserve and needs access to the Mason Creek Canal for irrigation water for his land. Greg testified he is concerned about the stub street access on the north side of his property and how it does or will connect. He questioned if there will be a bus stop and about foot traffic. He stated as a realtor he knows stub streets affect property values and their views.
- 6.3 Laura Schaffer, 610 W Columbia Road, Meridian ID, 83642, requested the northeast corner of the project not have two story homes to preserve her view of Bogus Basin and that it was connected to her husband who has passed.
- 6.4 Danielle Horras, Kuna School District, 711 E Porter St., Kuna, ID 83634, testified that she was excited to stand up and say the School District supports this application and how the applicant has been a very good partner, and asking "what can we do (for the Kuna School District)".

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

- 7.1 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](#).
- 7.2 The power of the City of Kuna lies in the Council to hear this matter as provided in [Idaho Code §67-65](#), and [Kuna City Code 1-14-3](#).

VIII CONCLUSIONS OF LAW RE: APPLICATION FOR REZONE

- 8.1 The City of Kuna has authority to Rezone lands within its boundaries pursuant to I.C. [§67-6511](#).

- 8.2 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.
- 8.3 The Rezone, proposed by the Rezone Application in Case No. 22-04-ZC, would comply with the Comprehensive Plan.

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

- 9.1 The City of Kuna has authority to approve Preliminary Plats within its boundaries pursuant to I.C. §50-13 & 67-65
- 9.2 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.
- 9.3 Subdivision regulations as defined in Kuna City Code Title 6 are authorized by I.C. §§ 50-13 & 67-65 and Article 12, section 2.

**X
COUNCILS’ ORDER OF DECISION OF APPROVAL OF APPLICATIONS FOR
REZONE AND PRELIMINARY PLAT**

The 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:

- 10.1 That the Rezone Application (Case No. 22-04-ZC) is *Approved*.
- 10.2 That the Preliminary Plat Application (Case No. 22-09-S) is *Approved*.

BY ACTION OF THE CITY COUNCIL of the City of Kuna at its regular meeting held on the 6th of June 2023.

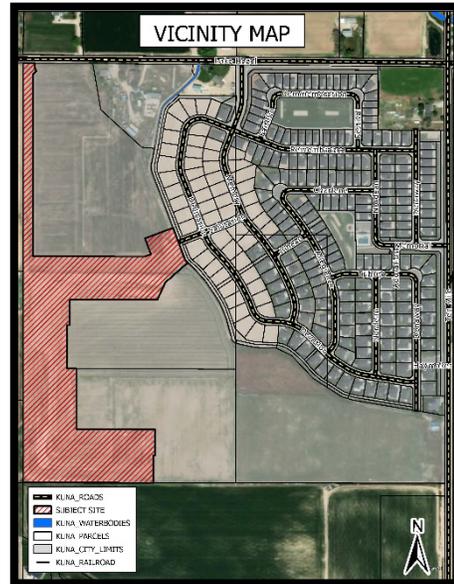
Mayor, Joe Stear

BEFORE THE CITY COUNCIL OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATION OF) **Case No. 22-12-FP**
)
TOLL BROTHERS)
)
) **STAFF MEMO FOR FINAL PLAT**
For Memory Ranch Subdivision No. 6 Final Plat.) **APPLICATION.**

TABLE OF CONTENTS

1. Exhibit List
2. Project Summary
3. General Project Facts
4. Staff Analysis
5. Conditions of Approval



**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.pdf			X
2.2 FINAL PLAT APPLICATION.pdf			X
2.3 VICINITY MAP.pdf			X
2.4 STATEMENT OF CONFORMANCE.pdf			X
2.5 FINAL PLAT.pdf			X
2.6 ORIGINAL FCOS APPROVED 01.05.2021.pdf			X
2.7 LANDSCAPE PLAN.pdf			X
2.8 COMMON AREA MAINTENANCE AGREEMENT.pdf			X
2.9 SIDEWALK PLAN.pdf			X
2.10 STREETLIGHT PLAN.pdf			X

2.11 CENTRAL DISTRICT HEALTH DEPARTMENT.pdf			X
2.12 CITY ENGINEER CONFIRMATION CITY WILL TAKE ON LIFT STATION.pdf			X
2.13 22-12-FP MEMORY RANCH NO. 6 AGENCY TRANSMITTAL.pdf			X
2.14 KUNA PARKS & RECREATION.pdf			X
2.15 CENTRAL DISTRICT HEALTH DEPARTMENT.pdf			X
2.16 CITY ENGINEERS MEMO.pdf			X

**II
PROJECT SUMMARY**

Description	Details
Acreage	20.19
Existing Land Use(s)	R-6 (Medium Density Residential)
Future Land Use Designation	Medium Density Residential
Proposed Land Use(s)	Medium Density Residential
Lots (No. and Type)	82 (68 buildable, 13 common, 1 Lift Station)
Number of Residential Units	68
Number of Phases	N/A
Net Density (Dwelling Units per Acre)	5.2 DUA

**III
APPLICANTS REQUEST**

- 3.1 Applicant requests Final Plat approval for Memory Ranch Subdivision No. 6 (APN: S1303121300); Section 22, Township 2 North, Range 1 East.

**IV
GENERAL PROJECT FACTS**

4.1 Site Features

- A. The subject site is located within Kuna City Limits with an R-6 (Medium Density Residential) zone and was historically used as agricultural fields.
- B. The proposed project site has been cleared of vegetation in preparation for construction and is generally flat. According to the USDA Soil Survey for Ada County, bedrock depth is estimated between 20 – 40 inches.
- C. 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.

**V
STAFF ANALYSIS**

5.1 Site Layout and Dimensional Standards

- A. The Applicant proposes 68 buildable lots, 13 common, and one (1) Lift Station lot; the City of Kuna shall maintain the future Lift Station and the Developer shall provide lot maintenance until said maintenance is taken over by the Homeowners Association.

- B. The Final Plat and individual lots appear to be in accordance with the original Preliminary Plat and Kuna City Code [\(KCC\) 5-3-3](#).

5.2 Central District Health Department (CDHD)

- A. On August 24, 2022, CDHD reviewed and approved the Memory Ranch Subdivision No. 4 Final Plat and has raised all sanitary restrictions.
- B. On May 19, 2023, CDHD provides that after written approvals from appropriate entities are submitted, they can approve the request.

5.3 Public Works

- A. After substantial conversation with the Developer, the City Engineer confirmed the City of Kuna will take over the Lift Station and the Developer/HOA will maintain the lot.
- B. The City Engineer supports approval of this Final Plat; this project has previously reserved capacity within the Memory Ranch Lift Station.

5.4 Parks and Recreation

- A. The Kuna Parks and Recreation Director had no comments or concerns.

- 5.5 **Conclusion:** Upon review, staff has determined the Final Plat for Falcon Crest Subdivision No. appears to be in substantial compliance with the approved Preliminary Plat, [KCC 6-2-4](#), Comprehensive Plan Future Land Use Map (FLUM) and [Idaho Code §50-13](#).

VI CONDITIONS OF APPROVAL

- 6.1 **Staff Recommended Conditions:** None

6.2 Transportation:

- A. Developer/Owner/Applicant shall install a sign at the terminus of each stub street stating, “This Road to be Extended in the Future”; official language shall be obtained from the Ada County Highway District (ACHD).
- B. Developer/Owner/Applicant shall adhere to plans are reviewed and approved by ACHD, the city, and Kuna Rural Fire District.

6.3 Site Layout, Dimensional Standards & Parking

- A. Developer/Owner/Applicant shall measure all front building setbacks from back of sidewalk on all internal local roads.
- B. Developer/Owner/Applicant shall ensure proper easement widths on all lots in accordance with [KCC 6-3-8](#), unless otherwise approved by Public Works.
- C. It is the responsibility of the Developer/Owner/Applicant to ensure any anticipated structures fit any given buildable lot in accordance with [KCC 5-3-3](#).

6.4 Landscape, Open Space and Fencing

- A. Fencing within and around the site shall comply with [KCC 5-5-5](#) (unless specifically approved otherwise and permitted).

- B.** All required landscaping shall be permanently maintained in healthy growing condition. The property Owner shall remove and replace unhealthy or dead plant material within three (3) days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting in public Rights-of-Way shall be with approval from ACHD.
- C.** Landscaping shall not be placed within ten (10) feet of all meter pits, pressurized irrigation valves and/or ACHD underground facilities and must honor all vision triangles.
- D.** 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](#).
- E.** If any revisions are made, the Developer/Owner/Applicant shall provide Planning and Zoning Staff with a revised copy of the Preliminary Plat. Any revisions of the plat are subject to Administrative Determination to rule if the revision is substantial.

6.5 Public Works

- A.** 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](#).
- B.** Compliance with [I.C. §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.
- C.** 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).
- D.** Connection to City Services (Sewer, Water, Pressurized Irrigation) is required. The Applicant shall conform to all corresponding City of Kuna Master Plans.
- E.** 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 any other improvements as determined.
- F.** Verification that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties, shall be made within the final inspection process. Final inspection shall verify that slopes are not steeper than 3:1 on lot interiors and not steeper than 4:1 on the exterior lots.
- G.** Runoff from public right-of-way is regulated by the Ada County Highway District; satisfaction of this requirement shall be verified before final project acceptance.

6.6 General

- A.** 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:
 - 1.** The City Engineer shall approve all sewer connections.
 - 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. 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”.
 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.
 5. The Kuna Municipal Irrigation System and Boise Project Board of Control shall approve any modifications to the existing irrigation system.
 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).
 7. All public rights-of-way shall be dedicated and constructed to the standards of the city and ACHD. No public or private street construction may commence without the approval and permit from ACHD.
- B.** 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.
- C.** 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.
- D.** 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.
- E.** Developer/Owner/Applicant and all successors shall comply with all Local, State and Federal Laws.

DATED this 6th day of June 2023.

BEFORE THE CITY COUNCIL OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATION OF) **Case No. 23-04-FP**
)
TOLL BROTHERS)
)
 For Paloma Ridge Subdivision No. 4 Final Plat.) **STAFF MEMO FOR FINAL PLAT APPLICATION.**

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**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.pdf			X
2.2 FINAL PLAT APPLICATION.pdf			X
2.3 VICINIITY MAP.pdf			X
2.4 STATEMENT OF CONFORMANCE.pdf			X
2.5 FINAL PLAT.pdf			X
2.6 LANDSCAPE PLAN.pdf			X
2.7 COMMON AREA MAINTENANCE AGREEMENT.pdf			X

2.8 ORIGINAL FCOS APPROVED 05.04.2021.pdf			X
2.9 23-04-FP PALOMA RIDGE NO. 4 FINAL PLAT AGENCY TRANSMITTAL.pdf			X
2.10 CENTRAL DISTRICT HEALTH DEPARTMENT.pdf			X
2.11 CENTRAL DISTRICT HEALTH DEPARTMENT.pdf			X
2.12 CITY ENGINEER'S MEMO.pdf			X

**II
PROJECT SUMMARY**

Description	Details
Acreage	8.06
Existing Land Use(s)	R-4 (Medium Density Residential)
Future Land Use Designation	Mixed Use
Proposed Land Use(s)	Medium Density Residential
Lots (No. and Type)	29 (22 buildable, 7 common)
Number of Residential Units	22
Number of Phases	N/A
Net Density (Dwelling Units per Acre)	2.7 DUA

**III
APPLICANTS REQUEST**

- 3.1** Applicant requests Final Plat approval for Paloma Ridge Subdivision No. 4 (APN: S1312223000), located near the Southeast corner of the N Linder Road and W Columbia Road intersection; Section 12, Township 2 North, Range 1 West.

**IV
GENERAL PROJECT FACTS**

4.1 Site Features

- A.** The subject site is located within Kuna City Limits with an R-4 (Medium Density Residential) zone and had historically been used as agricultural fields.
- B.** The proposed project site has been cleared of vegetation in preparation for construction and is generally flat. According to the USDA Soil Survey for Ada County, bedrock depth is estimated between 20 – 40 inches.
- C.** 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.

**V
STAFF ANALYSIS**

5.1 Project History

- A.** Paloma Ridge Subdivision (Case Nos. 20-07-ZC, 20-10-S) was approved by City Council April 20, 2021, with the Findings of Fact and Conclusions of Law being signed May 4, 2021.

5.2 Site Layout and Dimensional Standards

- A. The Applicant proposes 22 buildable lots and 7 common lots; the Final Plat and individual lots appear to be in accordance with the original Preliminary Plat and Kuna City Code [\(KCC\) 5-3-3](#).

5.3 Central District Health Department (CDHD)

- A. On March 22, 2023, CDHD reviewed and approved the Paloma Ridge Subdivision No. 4 Final Plat and raised all sanitary restrictions.

5.4 Public Works

- A. The City Engineer supports approval of the Final Plat; the project also has previously reserved capacity within the Paloma Ridge, Springhill, and Memory Ranch Lift Stations.

- 5.5 Conclusion:** Upon review, staff has determined the Final Plat for Paloma Ridge Subdivision No. 4 appears to be in substantial compliance with the approved Preliminary Plat, [KCC 6-2-4](#), Comprehensive Plan Future Land Use Map (FLUM) and [Idaho Code §50-13](#).

VI CONDITIONS OF APPROVAL

6.1 Staff Recommended Conditions: None

6.2 Transportation:

- A. Developer/Owner/Applicant shall install a sign at the terminus of each stub street stating, “This Road to be Extended in the Future”; official language shall be obtained from the Ada County Highway District (ACHD).
- B. Developer/Owner/Applicant shall adhere to plans are reviewed and approved by ACHD, the city, and Kuna Rural Fire District.

6.3 Site Layout, Dimensional Standards & Parking

- A. Developer/Owner/Applicant shall measure all front building setbacks from back of sidewalk on all internal local roads.
- B. Developer/Owner/Applicant shall ensure proper easement widths on all lots in accordance with [KCC 6-3-8](#), unless otherwise approved by Public Works.
- C. It is the responsibility of the Developer/Owner/Applicant to ensure any anticipated structures fit any given buildable lot in accordance with [KCC 5-3-3](#).

6.4 Landscape, Open Space and Fencing

- A. Fencing within and around the site shall comply with [KCC 5-5-5](#) (unless specifically approved otherwise and permitted).
- B. All required landscaping shall be permanently maintained in healthy growing condition. The property Owner shall remove and replace unhealthy or dead plant material within three (3) days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting in public Rights-of-Way shall be with approval from ACHD.

- C. Landscaping shall not be placed within ten (10) feet of all meter pits, pressurized irrigation valves and/or ACHD underground facilities and must honor all vision triangles.
- D. 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](#).
- E. If any revisions are made, the Developer/Owner/Applicant shall provide Planning and Zoning Staff with a revised copy of the Preliminary Plat. Any revisions of the plat are subject to Administrative Determination to rule if the revision is substantial.

6.5 Public Works

- A. 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](#).
- B. Compliance with [I.C. §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.
- C. 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).
- D. Connection to City Services (Sewer, Water, Pressurized Irrigation) is required. The Applicant shall conform to all corresponding City of Kuna Master Plans.
- E. 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 any other improvements as determined.
- F. Verification that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties, shall be made within the final inspection process. Final inspection shall verify that slopes are not steeper than 3:1 on lot interiors and not steeper than 4:1 on the exterior lots.
- G. Runoff from public right-of-way is regulated by the Ada County Highway District; satisfaction of this requirement shall be verified before final project acceptance.

6.6 General

- A. 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:
 1. The City Engineer shall approve all sewer connections.
 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. 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".

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.
 5. The Kuna Municipal Irrigation System and Boise Project Board of Control shall approve any modifications to the existing irrigation system.
 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).
 7. All public rights-of-way shall be dedicated and constructed to the standards of the city and ACHD. No public or private street construction may commence without the approval and permit from ACHD.
- B.** 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.
- C.** 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.
- D.** 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.
- E.** Developer/Owner/Applicant and all successors shall comply with all Local, State and Federal Laws.

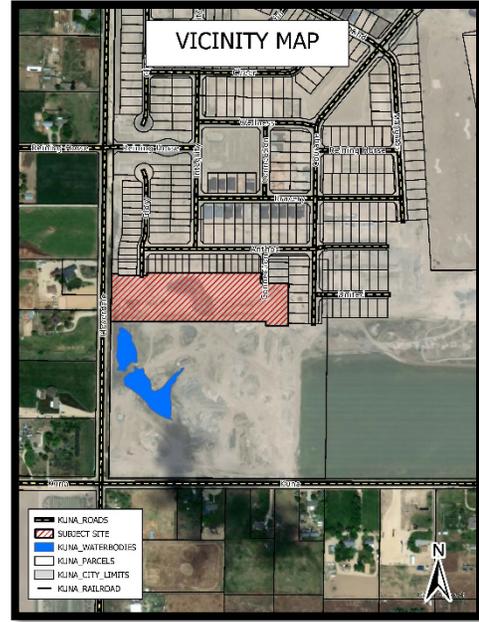
DATED this 6th day of June 2023.

BEFORE THE CITY COUNCIL OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATION OF) **Case No. 23-05-FP**
)
TOLL BROTHERS)
) **STAFF MEMO FOR FINAL PLAT**
For Falcon Crest Subdivision No. 6 Final Plat.) **APPLICATION.**

TABLE OF CONTENTS

1. Exhibit List
2. Project Summary
3. General Project Facts
4. Staff Analysis
5. Conditions of Approval



**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.pdf			X
2.2 FINAL PLAT APPLICATION.pdf			X
2.3 STATEMENT OF CONFORMANCE.pdf			X
2.4 VICINITY MAP.pdf			X
2.5 WARRANTY DEED & LEGAL DESCRIPTION.pdf			X
2.6 AFFIDAVIT OF LEGAL INTEREST.pdf			X
2.7 FINAL PLAT WITH AGENCY SIGNATURES.pdf			X
2.8 LANDSCAPE PLAN.pdf			X
2.9 ORIGINAL FCOS APPROVED 02.15.2019.pdf			X

2.10 COMMON AREA MAINTENANCE AGREEMENT.pdf			X
2.11 23-05-FP FALCON CREST NO. 6 FINAL PLAT AGENCY TRANSMITTAL.pdf			X
2.12 CENTRAL DISTRICT HEALTH DEPARTMENT.pdf			X
2.13 CITY ENGINEER'S MEMO.pdf			X

II PROJECT SUMMARY

Description	Details
Acreage	6.74
Existing Land Use(s)	R-6 (Medium Density Residential)
Future Land Use Designation	Medium Density Residential
Proposed Land Use(s)	Medium Density Residential
Lots (No. and Type)	44 (42 buildable, 1 shared driveway, 1 road)
Number of Residential Units	42
Number of Phases	N/A
Net Density (Dwelling Units per Acre)	7.28 DUA

III APPLICANTS REQUEST

- 3.1** Applicant requests Final Plat approval for Falcon Crest Subdivision No. 6 (APN: S1422336075), located North of the S Cloverdale and E Kuna Road intersection, on the East side of Cloverdale; Section 22, Township 2 North, Range 1 East.

IV GENERAL PROJECT FACTS

4.1 Site Features

- A.** The subject site is located within Kuna City Limits with an R-6 (Medium Density Residential) zone and had historically been used as an agricultural field and bare land.
- B.** The proposed project site has been cleared of vegetation in preparation for construction and is generally flat. According to the USDA Soil Survey for Ada County, bedrock depth is estimated between 20 – 40 inches.
- C.** 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.

V STAFF ANALYSIS

5.1 Site Layout and Dimensional Standards

- A.** The Applicant proposes 42 buildable lots, one (1) shared driveway, and one (1) Private Road lot; both attached and detached homes are proposed within this Phase of Falcon Crest Subdivision.
- B.** The Final Plat and individual lots appear to be in accordance with the original Preliminary Plat and Kuna City Code [\(KCC\) 5-3-3](#).

5.2 Central District Health Department (CDHD)

- A. On May 19, 2023, CDHD provides they can support the proposal once approvals from the appropriate entity are submitted.

5.3 Public Works

- A. The City Engineer supports approval of this Final Plat request; the project also has previously reserved capacity within the New York and Orchard Lift Stations.

- 5.4 **Conclusion:** Upon review, staff has determined the Final Plat for Falcon Crest Subdivision No. appears to be in substantial compliance with the approved Preliminary Plat, [KCC 6-2-4](#), Comprehensive Plan Future Land Use Map (FLUM) and [Idaho Code §50-13](#).

VI CONDITIONS OF APPROVAL

6.1 Staff Recommended Conditions: None

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- A. Developer/Owner/Applicant shall install a sign at the terminus of each stub street stating, “This Road to be Extended in the Future”; official language shall be obtained from the Ada County Highway District (ACHD).
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 - 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".
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- E.** Developer/Owner/Applicant and all successors shall comply with all Local, State and Federal Laws.

DATED this 6th day of June 2023.



City of Kuna | 751 W 4th Street | PO Box 13 | Kuna, ID 83634 | Phone (208) 922-5546
www.KunaCity.ID.gov | CityClerk@KunaID.gov

Alcohol Beverage License Application

Business Name: KJ's Kuna Phone: 208-893-0174
Business Location: 1565 E Deer Flat Rd, Kuna ID 83634
Business Mailing Address: PO Box 50106, Idaho Falls ID 83405
Applicant Name: Mason Foote Phone: 208-891-2559
Residence Address: 13533 Palm Beach Dr, Nampa ID 83607

IF APPLICANT IS A PARTNERSHIP OR CORPORATION, LIST NAMES AND ADDRESSES OF PARTNERS OR OFFICERS

Name: see attached Address: _____
Name: _____ Address: _____
Name: _____ Address: _____

Applicant Signature

5-18-23

Date

All applications must include: Copy of the IDAHO STATE LICENSE and ADA COUNTY LICENSE
New applications also include: Copy of ABC stamped approved Foot Print
All Licenses will expire annually on July 1 at 2:00 a.m.

ALL FEES ARE NON-REFUNDABLE

LIQUOR-BY-THE-DRINK.....	\$ 562.50	_____
(Includes On Premise Wine)		
OFF PREMISE BEER.....	\$ 50.00	<u>X</u>
OFF PREMISE WINE.....	\$ 200.00	<u>X</u>
ON PREMISE BEER.....	\$ 200.00	_____
ON PREMISE WINE.....	\$ 200.00	_____
CHANGE IN LOCATION OF LICENSE.....		_____
(15% OF THE ANNUAL FEE)		
TOTAL \$		<u>250.00</u>

APPLICANT: Please be advised that bars, nightclubs, lounges, taverns, and other permanent locations where alcoholic beverages are sold, not including restaurants where the principle business is serving food, are required to procure a Special Use Permit along with an application for a liquor license permit, provided the zone in which the use is located affords the sale of alcohol. The Special Use Application may be acquired from the City's Planning Department. If there is any doubt or uncertainty whether the principle business is food, that determination will be made by the Planning Department.

OFFICE USE ONLY

License #: _____	Select License Type: <input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Modification
Date Fee Paid: _____	Receipt #: _____ License Printed? <input type="checkbox"/> Yes
License Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Approved By: _____ Date: _____

Name	Title	Address
Donna Sanker	President	739 Bella Cara Way, Palm Springs CA 92264
Gerald Paul Erickson II	Director	13 Bailey Ave, Santa Rosa Beach, FL 32459
Keiron Quarrie	Treasurer	18000 SW 3rd St, Pembroke Pines FL 33029
Mark Schnittke	General Manager	3418 Texas Loop, Bismarck ND 58503

State of Residence

CA

FL

FL

ND

Cycle Tracking Number: 142031

Idaho State Police

Premises No.: 1A-23710

Retail Alcohol Beverage License

License Year: 2024

License Number: 23710

This is to certify, that Parkland USA Corporation
doing business as: KJ's 80214

is licensed to sell alcoholic beverages as stated below at:
1565 East Deer Flat Rd, Kuna, Ada County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.
County and city licenses are also required in order to operate.

Liquor	No
Beer	Yes <u>\$50.00</u>
Wine by the bottle	Yes <u>\$100.00</u>
Wine by the glass	No
Kegs to go	No
Growlers	No
Restaurant	No
On-premises consumption	No
Multipurpose arena	No
Plaza	No

PARKLAND USA CORPORATION KJ'S 80214 PO BOX 50106 IDAHO FALLS, ID 83405 <i>Mailing Address</i>

TOTAL FEE: \$150.00

Valid
05/01/2023 - 04/30/2024

Expires
04/30/2024

2023-2024

RETAIL ALCOHOL BEVERAGE LICENSE
ADA COUNTY, IDAHO
STATE OF IDAHO

2024831

This is to certify, that Parkland USA Corporation

dba: KJ's 80214

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at:

1565 E. Deer Flat Rd.
Kuna, ID 83634

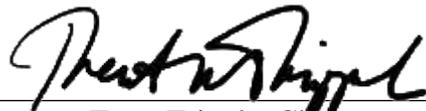
License valid from June 1, 2023 to May 31, 2024

Beer	Bottled or canned, consumed OFF premises	\$25.00
Wine	WINE Retail: (This is for OFF premises consumption only)	\$100.00

Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 23rd day of May, 2023

Mail To: PO Box 50106, Idaho Falls, ID 83405



Trent Tripple, Clerk



Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)



City of Kuna | 751 W 4th Street | PO Box 13 | Kuna, ID 83634 | Phone (208) 922-5546
www.KunaCity.ID.gov | CityClerk@KunaID.gov

Alcohol Beverage License Application

Business Name: Moxie Java Phone: 208.922.4422
Business Location: 1975 N Lindav Rd. Kuna, ID 83634
Business Mailing Address: 1975 N Lindav Rd. Kuna, ID 83634
Applicant Name: Yehi Hokehair Phone: 208.412.2319
Residence Address: 104 E Klopff Mill St. Kuna, ID 83634

IF APPLICANT IS A PARTNERSHIP OR CORPORATION, LIST NAMES AND ADDRESSES OF PARTNERS OR OFFICERS

Name: _____ Address: _____
Name: _____ Address: _____
Name: _____ Address: _____

[Signature]
Applicant Signature

5.17.2023
Date

All applications must include: Copy of the IDAHO STATE LICENSE and ADA COUNTY LICENSE

New applications also include: Copy of ABC stamped approved Foot Print

All Licenses will expire annually on July 1 at 2:00 a.m.

ALL FEES ARE NON-REFUNDABLE

LIQUOR-BY-THE-DRINK.....	\$ 562.50	_____
(Includes On Premise Wine)		
OFF PREMISE BEER.....	\$ 50.00	_____
OFF PREMISE WINE.....	\$ 200.00	_____
ON PREMISE BEER.....	\$ 200.00	✓ _____
ON PREMISE WINE.....	\$ 200.00	✓ _____
CHANGE IN LOCATION OF LICENSE.....		_____
(15% OF THE ANNUAL FEE)		
TOTAL \$	<u>400.00</u>	

APPLICANT: Please be advised that bars, nightclubs, lounges, taverns, and other permanent locations where alcoholic beverages are sold, not including restaurants where the principle business is serving food, are required to procure a Special Use Permit along with an application for a liquor license permit, provided the zone in which the use is located affords the sale of alcohol. The Special Use Application may be acquired from the City's Planning Department. If there is any doubt or uncertainty whether the principle business is food, that determination will be made by the Planning Department.

OFFICE USE ONLY

License #: _____	Select License Type: <input type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Modification
Date Fee Paid: _____	Receipt #: _____ License Printed? <input type="checkbox"/> Yes
License Approved? <input type="checkbox"/> Yes <input type="checkbox"/> No	Approved By: _____ Date: _____

State of Idaho Idaho State Police

Cycle Tracking Number: 141723

Retail Alcohol Beverage License

Premises Number: 1A-35550

License Year: 2024

License Number: 35550

This is to certify, that **KJ Company LLC**
doing business as: **Moxie Java**

is licensed to sell alcoholic beverages as stated below at:

1575 N Linder Road, Kuna, Ada County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	No
Beer	Yes <u>\$50.00</u>
Wine by the bottle	Yes <u>\$100.00</u>
Wine by the glass	Yes <u>\$100.00</u>
Kegs to go	No
Growlers	Yes <u>\$0.00</u>
Restaurant	Yes <u>\$0.00</u>
On-premises consumption	Yes <u>\$0.00</u>
Multipurpose arena	No
Plaza	No

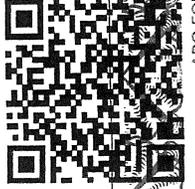
Signature of Licensee, Corporate Officer, LLC Member or Partner

KJ COMPANY LLC
 MOXIE JAVA
 164 E SCOPS OWL CT.
 KUNA, ID 83634
 Mailing Address

TOTAL FEE: \$250.00

License Valid: 05/01/2023 - 04/30/2024

Expires: 04/30/2024



[Handwritten Signature]

Director of Idaho State Police

2023-2024

RETAIL ALCOHOL BEVERAGE LICENSE
ADA COUNTY, IDAHO
STATE OF IDAHO

2024805

This is to certify, that KJ Company LLC

dba: Moxie Java

is licensed hereby as a retailer of alcohol beverage, as stated below, to the provisions of Title 23, Idaho Code and the laws of the State of Idaho and regulations and ordinances of Board of County Commissioners in regard to the sale of alcoholic beverage at:

1575 N Linder Rd
Kuna, ID 83642

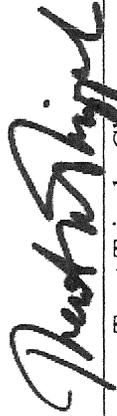
License valid from May 16, 2023 to May 31, 2024

Beer Bottled or canned, consumed ON premises \$75.00
Wine WINE by the drink: (This covers Retail & By the Drink) \$100.00

Signature of Licensee or Officer of Corporation

APPROVED by the Board of County Commissioners this 16th day of May, 2023

Mail To: 164 E Scops Owl Ct, Kuna, ID 83634



Trent Tripple, Clerk



Chairman

(THIS LICENSE MUST BE CONSPICUOUSLY DISPLAYED)

**RESOLUTION NO. R38-2023
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. 6 FOR UNCOMPLETED WORK LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS Falcon Crest Subdivision No. 6 exists as part of an approved preliminary plat; and

WHEREAS construction plans for Falcon Crest Subdivision No. 6 were approved by the Kuna City Engineer on 7 October 2022; and

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

WHEREAS the landscaping has not been completed for Falcon Crest Subdivision No. 6 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 eighty-seven thousand three hundred thirty dollars and zero cents (\$187,330.00) adding 25% for a total of two hundred thirty-four thousand one hundred sixty-two dollars and fifty cents (\$234,162.50); and

WHEREAS developer desires to record the final plat for Falcon Crest Subdivision No. 6 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. 6** 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 two hundred thirty-four thousand one hundred sixty-two dollars and fifty cents (\$234,162.50);
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 6th day of June, 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this 6th day of June, 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)

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

WHEREAS, Developer desires to record its final plat for phase six 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. 6 and the associated Bid for landscaping by Franz Witte Landscaping Contracting, 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, 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 thirty-four thousand one hundred sixty-two dollars and fifty cents (\$234,162.50), for deposit with City in its accounts (the “Cash Deposit”), which includes:
 - a. The initial City Engineer or Public Works Director’s estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the Developer’s contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;
 - b. To that total, the following additional sums may be added upon the following considerations:
 - i. Three (3) to ten (10) percent for inflation; ten (10) to fifteen (15) percent for the City’s bidding disadvantage; and twelve (12) percent to twenty (20) percent for City project management as determined by the City Engineer or Public Works Director.

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

Cash Deposit shall be paid by Developer, including administrative, engineering, legal, labor and materials and other procurement fees and costs.

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

duties herein.

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

Exhibit A



Proposal

CONGER GROUP
 4824 W FAIRVIEW AVE
 BOISE, IDAHO 83706

Falcon Crest Phase 6 Install 2023
 W Reining Horse Ln Kuna, Idaho

Est ID: EST3210880 Plans Dated (2.22.2022)

Date: May-20-2022

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

Irrigation **\$58,380.00**

- 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
- Coordination of installation of 2-wire with PIRR installer
- Includes point of connection into property water source, requires a minimum of 200 micron filtration

Trees **\$44,670.00**

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

Shrubs **\$25,130.00**

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

Landscape Beds **\$26,920.00**

- 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

Exhibit A

Turf **\$32,230.00**

- 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 **\$187,330.00**

Exclusions :

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

Contractor: Andrew Gates
 Andrew Gates

Client: _____

Signature Date: 05/20/2022

Signature Date: _____

Email: andrew.g@franzwitte.com

**RESOLUTION NO. R39-2023
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. 6 FOR UNCOMPLETED WORK FENCING PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS Falcon Crest Subdivision No. 6 exists as part of an approved preliminary plat; and

WHEREAS construction plans for Falcon Crest Subdivision No. 6 were approved by the Kuna City Engineer on 7 October 2022; and

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

WHEREAS the fencing, have not been completed for Falcon Crest Subdivision No. 6 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the fencing completion has been estimated at sixty-nine thousand nine hundred twenty-nine dollars and zero cents (\$69,929.00) adding 25% for a total of eighty-seven thousand four hundred eleven dollars and twenty-five cents (\$87,411.25); and

WHEREAS developer desires to record the final plat for Falcon Crest Subdivision No. 6 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. 6** 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 eighty-seven thousand four hundred eleven dollars and twenty-five cents (\$87,411.25);
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 6th day of June, 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this 6th day of June, 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)

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

WHEREAS, Developer desires to record its final plat for phase six 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 Fence Plan for Falcon Crest Subdivision No. 6 and the associated Bid for fencing by Boise River Fence, 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, 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 eighty-seven thousand four hundred eleven dollars and twenty-five cents (\$87,411.25), 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 Falcon Crest, LLC
an Arizona limited liability company

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

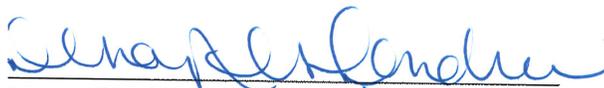
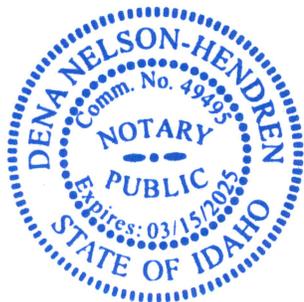
By: The M3 Companies, LLC,
an Arizona limited liability company
Its: Member



By William I. Brownlee
Manager

On this 10th day of May, 2023, before me Dena Nelson-Hendren personally appeared WILLIAM I. BROWNLEE known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same as the Manager 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)



Notary Public for Buse, Idaho
My commission expires on 3.15.2025

City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

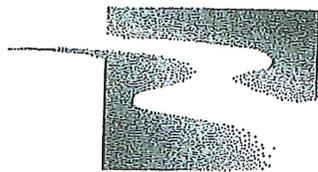
Attest:

Chris Engels, *City Clerk*

STATE OF IDAHO)
 : SS
County of Ada)

DocuSign Envelope ID: D98CE284-465C-47FF-909F-29AD8D9853AF

Exhibit A



Boise River FENCE, INC.

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

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

DATE: 8/23/2022 Customer: Conger Management Group Address: 4824 W Fairview Ave.
Phone #: 208-336-5355 Boise, ID 83706
RE: Falcon Crest Phase 6 Email: dlossis@congergroup.com

BID ITEMS:	DESCRIPTION:	QTY:	UNIT	PRICE	TOTAL
Custom	6' Vertical privacy fencing with steel top and bottom.	1047.00	LF	\$63.00	\$65,961.00
	Add 2 x 4 in the middle.				\$0.00
					\$0.00
Custom	6' Demi Screen Fence with 2 x 4 in the middle	62.00		64.00	\$3,968.00
Total					\$69,929.00

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

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

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

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

**RESOLUTION NO. R40-2023
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. 6 FOR UNCOMPLETED WORK STREETLIGHTING PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS Falcon Crest Subdivision No. 6 exists as part of an approved preliminary plat; and

WHEREAS construction plans for Falcon Crest Subdivision No. 6 were approved by the Kuna City Engineer on 7 October 2022; and

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

WHEREAS the street lighting, have not been completed for Falcon Crest Subdivision No. 6 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the streetlighting completion has been estimated at fifty thousand eight hundred dollars and seventy-two cents (\$50,800.72) adding 25% for a total of sixty-three thousand five hundred dollars and ninety cents (\$63,500.90); and

WHEREAS developer desires to record the final plat for Falcon Crest Subdivision No. 6 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. 6** 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-three thousand five hundred dollars and ninety cents (\$63,500.90);
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 6th day of June, 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this 6th day of June, 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)

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

WHEREAS, Developer desires to record its final plat for phase six 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 Streetlight Plan for Falcon Crest Subdivision No. 6 and the associated Bid for streetlights by Street Lights, LLC., and;

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

2. Cash Deposit. Developer has executed and delivered to City cash, cashier's check or wired funds (City to provide financial institution information upon execution of agreement) to the City's trust account in the aggregate amount of sixty-three thousand five hundred dollars and ninety cents (\$63,500.90), 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 Falcon Crest, LLC
an Arizona limited liability company

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

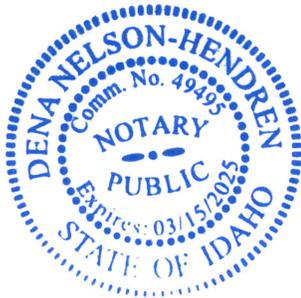
By: The M3 Companies, LLC,
an Arizona limited liability company
Its: Member



By William I. Brownlee
Manager

On this 10th day of May, 2023, before me Dena Nelson-Hendren, personally appeared WILLIAM I. BROWNLEE known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same as the Manager 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)





Notary Public for Boise, Idaho
My commission expires on 3.15.2025

City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

Attest:

Chris Engels, *City Clerk*

STATE OF IDAHO)
): SS
County of Ada)

Exhibit A

Proposal



Street Lights LLC

RCE # 51142

PO Box 6985

Boise, Idaho 83707

Mark Peterson

Phone : (208) 870-3220

Email : streetlightsllc@gmail.com

January 6, 2023

Project : Falcon Crest Subdivision No. 6

Quote To: M3 c/o Conger Group

Bid Date: 1/6/2023

Revision Date: N/A

Date of Plans: 9/12/22

INCLUDED IN THIS PROPOSAL:

- 1. Provide and install (4) 25' Kuna standards black poles with Cooper USSL 52W LED fixtures. Provide the required trenching, conduit, and installation for 295 ft. per drawing.....\$20,900.72
- 2. Provide and install necessary wire, junction boxes, and fusing for light poles
 - a) Junction boxes are not figured as concrete, or driveway rated
 - b) Required grounding, electrical permits, and inspections
- 3. Backfill and Final Lot Grading\$29,900.00

GRAND TOTAL\$50,800.72

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: _____

GUIDO PROPOSAL

City of Kuna 2023

ANNEXATION AND ZONING WITH DEVELOPMENT AGREEMENT

PROJECT

University of Idaho Endowment Lands. 53.02 acres. AG zoning.

Multifamily Residential Property. 19.26 acres. R-20 zoning.

Commercial Property. 8.26 acres. C-2 zoning.



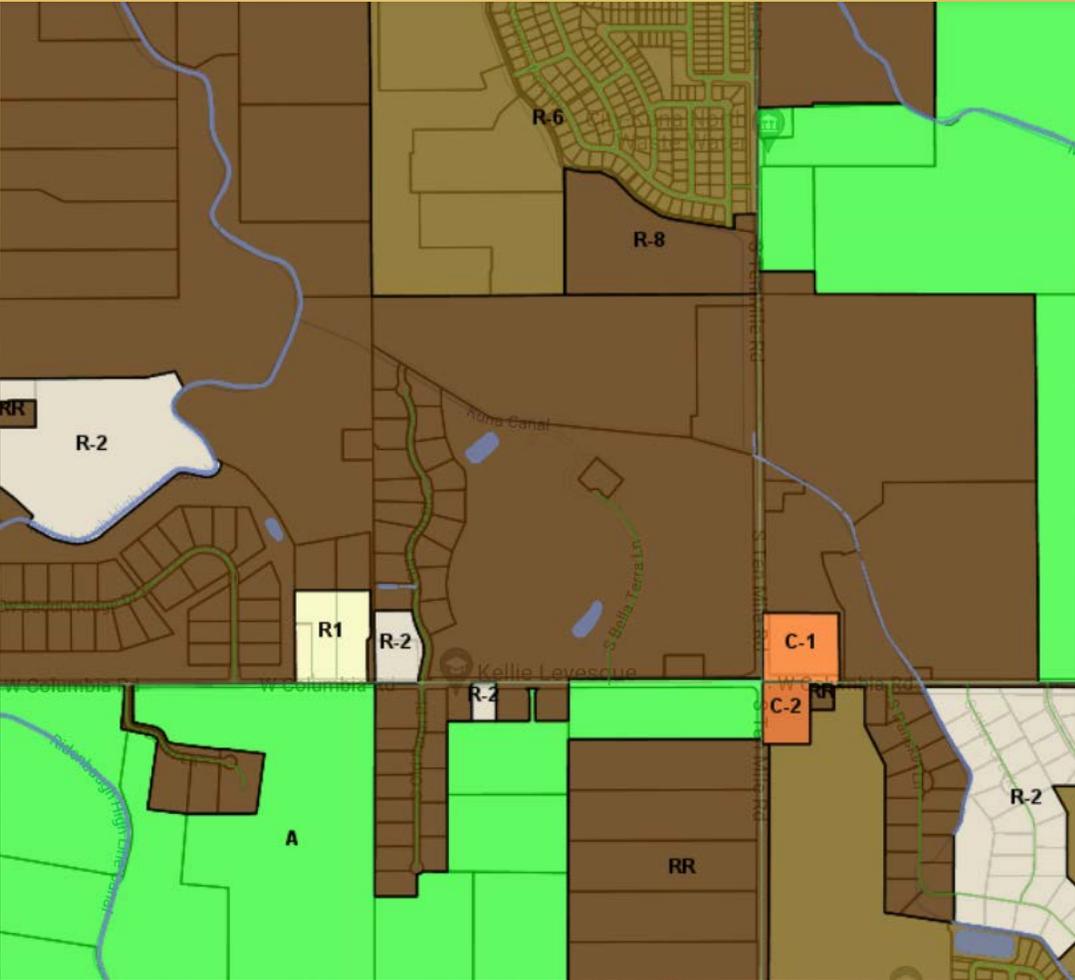
VICINITY AND ZONING

COUNTY ZONING

- Rural Residential (RR)
- Estate Residential (R1)

KUNA ZONING

- Agriculture (A)
- Medium Density Residential (R-6)
- High Density Residential (R-8_)
- Neighborhood Business (C-1)
- Area Business (C-2)



BENEFITS

FUTURE LAND USE | MIXED USE

Designated Mixed Use on Comprehensive Plan. Complies by providing educational, commercial, and residential uses

UNIVERSITY OF IDAHO ENDOWMENT LANDS

Enables generous donation to University of Idaho with assurance to the City of Kuna that there will always be a university campus within the City.

MULTIFAMILY RESIDENTIAL

Provide areas for apartments close to the University of Idaho Endowment Lands.

COMMERCIAL

Appropriately located at the intersection of Ten Mile Road and Columbia Road. Can serve the general needs of North Kuna Area residents and future educational uses.

POLICY 3.A.1.C.

...encourage complementary residential, commercial and industrial activities to achieve true mixed uses.



BENEFITS

COMPREHENSIVE PLAN

GOAL 5.B

Attract opportunities for higher education and training in Kuna

OBJECTIVE 5.B.1

Develop resources to foster higher education and training opportunities in Kuna.

OTHER POLICIES

Policy 5.B.1.b. ...encourage higher education

Policy 5.B.1.d. ...seek varying educational and technical opportunities.

POLICY 5.B.1.A.

Work with industry to assess feasible sites for postsecondary, vocational/technical training facilities and/or colleges that serve Kuna residents and the surrounding area....



GIFTS OF LAND

FROM UNIVERSITY OF IDAHO WEBSITE

“We know how important your land is – it’s more than just acres, it’s a part of you and your family. One way to preserve that land and sustain it into the future is through a charitable gift of land to the University of Idaho.

A gift of land, either outright or through your estate plans, provides a unique opportunity to see that your land as a direct impact, benefiting students and faculty at the University of Idaho while continuing your legacy. Donating farmland or ranch property is one method to help the College of Agricultural and Life Sciences reach their full potential in achieving our land-grant mission.”

SEWER SERVICES AND DEVELOPMENT AGREEMENT

Sewer services are not available.

Owners only seek annexation and zoning with a development agreement.

Owners agree to not submit a final plat application until property can be served by City.

Owners agree to not develop (other than agricultural structures) until property can be served by City.

A close-up photograph of a hand holding several fresh carrots with their green tops. The carrots are orange and appear to be freshly washed. The hand is positioned in the foreground, with the fingers gripping the tops of the carrots. The background is a soft, out-of-focus green, suggesting a garden or field setting.

CHALLENGE



REQUEST

Unique opportunity for higher education facilities

Development agreement to address any concerns

An offer you can't refuse



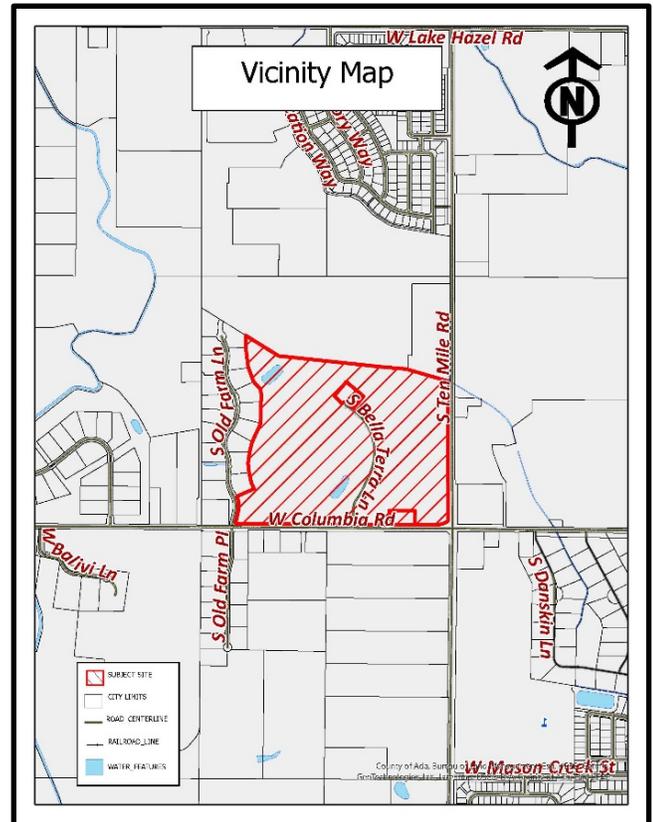
THANK
YOU

BEFORE THE CITY COUNCIL OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATIONS OF) **Case Nos. 22-14-AN (Annexation) And**
) **22-03-LLA (Lot Line Adjustment)**
JOE & KATHY GUIDO U OF I)
ENDOWMENT.)
) **STAFF MEMO FOR ANNEXATION**
For 3350 W Columbia Road.) **AND LOT LINE ADJUSTMENT.**

TABLE OF CONTENTS

1. Exhibit List
2. Project Summary
3. Applicants Request
4. Process and Noticing
5. General Project Facts
6. Staff Analysis
7. Proposed Findings of Fact
8. Staff Recommendation
9. Proposed 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
1.5 STAFFS MEMO			X
1.2 FCO's P&Z COMMISSION SIGNED.pdf			X

1.3 P&Z COMMISSION MEETING SIGN UP SHEETS.pdf			X
1.4 P&Z COMMISSION MEETING MINUTES - SIGNED.pdf			X
2.1 P&Z APPLICATION COVERSHEET.pdf			X
2.2 ANNEXATION & ZONING APPLICATION.pdf			X
2.3 LOT LINE ADJUSTMENT APPLICATION.pdf			X
2.4 PROJECT NARRATIVE.pdf			X
2.5 VICINITY MAP.pdf			X
2.6 AFFIDAVIT OF LEGAL INTEREST.pdf			X
2.7 WARRANTY DEED.PDF			X
2.8 LEGAL DESCRIPTION PARCEL A -EAST.pdf			X
2.9 LEGAL DESCRIPTION PARCEL B - WEST.pdf			X
2.10 PROPOSED LOT LINE ADJUSTMENT.pdf			X
2.11 LEGAL DESCRIPTION AG LAND.pdf			X
2.12 LEGAL DESCRIPTION - C-2.pdf			X
2.13 LEGAL DESCRIPTION - R-20.pdf			X
2.14 NEIGHBORHOOD MEETING A.pdf			X
2.15 NEIGHBORHOOD MEETING B.pdf			X
2.16 COMMITMENT TO PROPERTY POSTING.pdf			X
2.17 REZONE BOUNDARY EXHIBIT.pdf			X
2.18 REQUEST FOR AGENCY COMMENTS.pdf			X
2.19 PUBLIC WORKS.pdf			X
2.20 ADA COUNTY HIGHWAY DISTRICT.pdf			X
2.21 ADA COUNTY DEVELOPMENT SERVICES.pdf			X
2.22 CENTRAL DISTRICT HEALTH.pdf			X
2.23 DEPARTMENT OF ENVIRONMENTAL QUALITY.pdf			X
2.24 NAMPA MERIDIAN IRRIGATION DISTRICT.pdf			X
2.25 KMN PROOF OF PUBLISHING P&Z.pdf			X
2.26 PROOF OF LEGAL 300 FOOT MAILER NOTICE - P&Z.pdf			X
2.27 PROOF OF PROPERTY POSTING - P&Z.pdf			X
2.28 WEBSITE POSTING - P&Z.pdf			X
2.29 KATHY GUIDO LETTER.pdf			X
2.36 GLENN RODGERS EMAIL.pdf			X
2.30 REPLY TO COMMISSIONS' REQUEST - EMAIL.pdf			X
2.31 KMN PROOF OF PUBLISH - CC.pdf			X
2.32 PROOF OF LEGAL 300 FOOT NOTICE MAILER - CC.pdf			X
2.33 PROOF OF PROPERTY POSTING - CC.pdf			X
2.34 WEBSITE POSTING - CC.pdf			X
2.35 APPLICANT PRESENTATION AT HEARING.pdf			X

II PROJECT SUMMARY

2.1

Description	Details
Acreage	85.50 Ac.
Existing Land Use(s)	A – Agriculture & Residential
Future Land Use Designation	Mixed- Use
Proposed Land Use(s)	A, C-2 & R-20
Lots (No. and Type)	One Ag, one Commercial, one High Density Residential
Number of Residential Units	Known With Future Proposal
Number of Other Lots	0
Number of Phases	N/A
Net Density (Dwelling Units per Acre)	N/A

III APPLICANTS REQUEST

- 3.1** Applicant requests Annexation and Lot Line Adjustment approval at the NWC of Columbia and Ten Mile Roads, at 3350 W Columbia Road, in Section 3, Township 2 North, Range 1 West (APN's: R4313530210 and R4313530230).

IV PROCESS AND NOTICING

- 4.1** Kuna City Code (KCC), [1-14-3](#) states that Annexations are designated as Public Hearings with the Commission as a recommending body and Council as the decision-making body. While KCC [1-14-3](#) states Lot Line Adjustments are designated as Public Meetings with the Council as the decision-making body. These land use applications were given public notice following Idaho Code [\(I.C.\) § 67-65](#).

4.1.1 Notifications

- | | |
|---------------------------------------|--|
| A. Neighborhood Meeting: | August 8, 2022 (7 Attendees)
September 1, 2022 (Thursday - 7 Attendees) |
| B. Agency Comments Request: | November 14, 2022 |
| C. 300 FT Legal Mailer Notice: | May 30, 2023 |
| D. Kuna Melba News Newspaper: | May 24, 2023 |
| E. Site Posted: | May 19, 2023 |
| F. Council Agenda | June 6, 2023 |

V GENERAL PROJECT FACTS

5.1 Site Features

- A.** The subject site (APN's: R4313530210 and R4313530230) is located in Ada County, and is currently zoned Rural Residential, and has historically been used as a field used for Agriculture purposes and two single family homes.

- B.** The proposed project site currently has vegetation consistent with that of Agriculture fields and two (2) single family residences. The site has an estimated average slope of 0.09-1.9%. According to the USDA Soil Survey for Ada County, bedrock depth is estimated to be between 20 and 40 inches.
- C.** Staff is not aware of any environmental issues, health or safety conflicts, beyond being within the Nitrate Priority Area Boundary. Idaho Department of Environmental Quality (DEQ) provides 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	C-2 A RR	Area Commercial – Kuna City Agriculture – Ada County Rural Residential – Ada County
East	C-1 RR	Neighborhood Commercial – Kuna City Rural Residential – Ada County
West	R-2 RR	Low Density Residential – Kuna City Rural Residential – Ada County

VI TRANSPORTATION AND CONNECTIVITY

6.1 Ada County Highway District

- A.** See the Ada County Highway District Reports by [clicking here](#).
- B.** Applicant shall follow all roadway standards and requirements in accordance with KCC 5-17-13 and 6-4-2-B.3. Sidewalks along arterials roadways shall be eight (8) foot wide detached.

6.2 Idaho Transportation

Did not provide Comment.

6.3 COMPASS

Did not provide Comment.

6.4 Pathways and Trails Master Plan

The Pathways Master Plan Map indicates a future trail near the site and a greenbelt through the north and east property lines of the site.

6.5 Site Layout and Dimensional Standards

The Applicant is not proposing development of the site at this time. In the future with any development proposals the applicant will be subject to all development requirements including the dimensional standards as they appear in [KCC 5-3-3](#).

6.6 Parking

With future development the Applicant shall provide off-street parking spots for each residential unit in accordance with [KCC 5-9-3](#).

6.7 Open Space

At time of future development, this property will be required to provide usable open space following [KCC 5-17-12-D](#).

6.8 Fencing

The Applicant shall and install “see-through” fencing along all residential buildable lot property lines abutting pathways, greenbelts and common areas. Fences placed between Commercial/Civic and Residential uses shall be sight obscuring. All fencing shall comply with [KCC 5-5-5](#).

6.9 Public Works

According to [Exhibit 2.19](#), Public Works states that current infrastructure is not able to serve any future development of this site

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

At time of Future development, the Applicant shall be required to work with staff to install streetlights a maximum spacing of 250-feet.; the final location of streetlights will be approved at the time of construction document review. Staff notes that these streetlights must be designed and installed according to “Dark Sky” standards and are required to be LED lights. All street light installation shall comply with [KCC 6-4-2](#).

6.10 Comprehensive Plan

- A. Goal Area 1: Kuna will be economically diverse and vibrant.
 - o Goal 1.A.: Ensure Land Use in Kuna will support economic development.
 - o Goal 1.C.: Attract and Encourage new and existing businesses.
 - o Objective 1.C.2.: Create an environment that is friendly to business creation, expansion and relocation.
 - o Policy 1.C.2.d: Ensure infrastructure and public facilities are in place and parcels identified for commercial or industrial are shovel-ready.
- B. Goal Area 3: Kuna’s land uses will support a desirable, distinctive and well-designed community.
 1. Goal 3.D.: Encourage development of housing options and strong neighborhoods.
 - o 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.
 - o 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.
 2. 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 proposal includes large areas for possible future commercial development and additional housing types and sizes promotes needed housing variety, desirable and well-designed neighborhoods.

- C. Goal Area 4: Kuna will be a connected community through strong transportation and infrastructure systems.
1. 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.
 2. Goal 4.C.: Increase pathway, trail and on-street bicycle facilities.
 - Objective 4.C.1.: Maintain/enhance existing pathways/trails/on-street bicycle facilities.
 - Policy 4.C.1.a: Expand the bicycle network as identified in the Kuna Pathways Master Plan and ACHD Roadways to Bikeways Plans through land use developments and capital improvement projects.
 - Policy 4.C.1.e: Coordinate with developers to connect to and/or enhance bicycle facility connections, including pathways, non-motorized canal crossings, road bridges and wayfinding signage.
 - Objective 4.C.2.: Ensure expansion of pathways, trails and on-street bicycle routes.
 - Policy 4.C.2.b: Promote the installation of off-system bicycle pathways to create neighborhood connections and reduce non-motorized transportation route lengths.
 3. Goal 4.D.: Promote a connected street network that incorporates mid-mile collectors and crossing 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.a: Extend and expand Mid-Mile Roads as growth occurs.
 - Policy 4.D.2.b: Preserve adequate Rights-Of-Way along all classified roads or other approved alternative locations to align roads.

Analysis: This request appears to follow the FLUM and goals of the city. Future site development will add driveways, widen roads, add sidewalks, pathways, and pedestrian corridors together with stubs to adjacent properties promoting future connections by other developments offers connectivity and access for all residents.

6.11 Conclusion:

Upon review, staff finds the request for Annexation to be in compliance with [KCC Title 5; \(I.C.\) §50-222](#); and the Kuna Comprehensive Plan; staff also finds the requested Lot Line Adjustment to be in compliance with [KCC 1-14-3](#) and [5-16-2](#); and staff recommends Approval of Case Nos. 22-14-AN and 22-03-LLA, with the Applicant being subject to the Conditions of Approval listed in Section “IX” (9) of this report.

VII PROPOSED FINDINGS OF FACT

If the Council wishes to approve, deny or modify specific parts of the Findings of Fact and Conclusions of Law as detailed below, those changes must be specified.

- 7.1** Have the public notice requirements been met and the Neighborhood Meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances?
- A.** The Applicant held a Neighborhood Meeting August 2, 2022 (7 Attendees) attended the meeting and a second meeting on September 1, 2022 (7 Attendees), in accordance with I.C. and KCC. (+)
- B.** Neighborhood Notices were mailed out to residents within 300-feet of the proposed project site on May 30, 2023, and a legal notice was published in the Kuna Melba Newspaper on May 24, 2023, in accordance with I.C. and KCC and was posted on the City Website on May 12, 2023 (+)
- C.** The Applicant posted a sign on the property on May 19, 2023. (+)
- 7.2** Based on the evidence presented does the application generally comply with Kuna City Code (KCC)?
- A.** The Applicant has submitted a complete application, and following staff review for compliance, the application appears to be in general compliance with annexation requirements. (+)
- 7.3** Based on the evidence presented, does the application generally comply with the Comprehensive Plan?
- A.** The Comp Plan designates the property as Mixed-Use, the proposed zoning districts are A and R-20, and C-2 which fulfills the City’s goal. (+)
- B.** Possible future development in the R-20 zone includes additional housing types and sizes promotes variety for all income levels and promotes desirable and well-designed neighborhoods. (+)
- 7.4** Can the availability of existing and proposed public services accommodate the proposed development?
- A.** ACHD can support future development with all Site-Specific Conditions, policies being met at that time listed in the [ACHD Report](#). (+)
- B.** According to [Exhibit 2.19](#), Public Works states that current infrastructure is not able to serve any future development of this site. (-)

- C. Kuna School District cannot serve the proposed development. (-)
- 7.5 Does the public have the financial capability to provide supporting services to the proposed development?
- A. Through development of the project and beyond, connection fees, impact fees (Fire, Police, Park and Ada County Highway District), and property taxes will be collected. (+)
- 7.6 Does the proposed project consider health and safety of the public and the surrounding area's environment?
- A. With future development, connection to City services, as well as other public improvements such as streetlights, fire hydrants, sidewalks, etc. will be implemented as a part of this project. (+)
- B. No major wildlife habitats will be impacted by the proposed development. (+)
- 7.7 Does the proposed application constitute orderly development?
- A. The subject site is located adjacent to Kuna City Limits on three sides. (+)
- B. Subdivisions are under active construction north and southeast of the subject site. (+)
- 7.8 The Applicant and/or Owner of the property have the right to request a written regulatory taking analysis.

Staff Finding: 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 than 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.

VIII STAFF'S RECCOMENDATION

Based upon the record contained in Case No. 22-14-AN and 22-03-LLA, including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, Exhibits and Findings provided above, staff recommends approval of the Annexation application.

8.1 Staff Recommended Conditions:

None.

IX PROPOSED COUNCIL'S ORDER OF DECISION

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

Based upon the record contained in Case Nos. 22-14-AN and 22-03-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 Annexation is subject to the following Conditions of Approval:

9.1 Transportation

- A. With future development, buffers, curb, gutter and sidewalk (attached and detached) shall be installed in accordance with [KCC 5-17-14](#) and [6-4-2](#).
- B. With future development Developer/Owner/Applicant shall work with Ada County Highway District and the City of Kuna to complete all required traffic improvements to the surrounding roadways and intersections as detailed in the Ada County Highway District staff report.

9.2 Site Layout, Dimensional Standards and Parking

- A. Developer/Owner/Applicant shall measure all front building setbacks from back of sidewalk on all internal local roads.
- B. Applicant shall ensure the proper easement widths on all proposed future lots in accordance with [KCC 6-3-8](#).
- C. It is the responsibility of the Developer to ensure any anticipated buildings fit any given buildable lot in accordance with [KCC 5-3-3](#).

9.3 Landscape, Open Space and Fencing

- A. At time of future development, fencing within and around the site shall comply with [KCC 5-5-5](#) (unless specifically approved otherwise and permitted).
- B. With any future development 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.
- C. With any future development, landscaping shall not be placed within ten (10) feet of any meter pits, pressurized irrigation valves and/or ACHD underground facilities and must honor all vision triangles.
- D. Future Landscape Plan(s) and Preliminary Plat(s) will be considered binding site plans as amended and/or approved.
- E. With any future development, 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](#).

9.5 Public Works (*At time of future development*)

- A. 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](#).

- B. Compliance with [I.C. §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.
- C. 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).
- D. Connection to City Services (Sewer, Water, Pressurized Irrigation) is required. The Applicant shall conform to all corresponding City of Kuna Master Plans.
- E. Future Equivalent Dwelling Units (EDU's) will be issued on a Phase-by-Phase basis (per Final Plat).

9.6 General

- A. 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:
 1. The City Engineer shall approve all sewer connections.
 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 an approved drainage plan.
 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".
 4. The Kuna Rural Fire District shall approve fire flow requirements and/or future building plans. Installation of fire protection facilities as required by the Fire District are required.
 5. The Kuna Municipal Irrigation System and Boise Project Board of Control shall approve any modifications to the existing irrigation system.
 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).
 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.
- B. 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.
- C. 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](#), and other public nuisances/distractions outside of this time frame are subject to lawful penalties.
- D. 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.

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

DATED this 6th day of June 2023.

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

IN THE MATTER OF THE APPLICATION OF) **Case No. 18-03-AN (Annexation),**
) **18-01-CPM (Comp Map Change),**
M3 ID VALOR GOLF VILLAS, LLC) **18-04-ZC (Rezone), 18-02-PUD (Planned**
) **Unit Development), 18-04-S (Preliminary**
) **Plat) and (Development Agreement)**
)
To execute a Development Agreement) **STAFF MEMO**
Estoppel Certificate)

TABLE OF CONTENTS

1. Exhibit List
2. Applicant’s Request
3. Staff Analysis
4. Staff Findings
5. Council’s Proposed Order of Decision

**I
EXHIBIT LIST**

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

1.1 Exhibits:

<i>DESCRIPTION OF EVIDENCE</i>		Withdrawn	Refused	Admitted
1.1	Staff Memo			X
2.1	Estoppel Certificate			X

**II
APPLICANTS REQUEST**

2.1 Subject Request: Request to the City Council, by **M3 ID VALOR GOLF VILLAS, LLC**, an Arizona limited liability company (referred to herein as “**Borrower**” and “**Owner**”), as successor-in-title to Falcon Crest, LLC, an Idaho limited liability company (“**Falcon Crest**”), and M3 Builders, L.L.C., an Arizona limited liability company (“**Developer**”), to execute a Development Agreement Estoppel Certificate as a certification to Flagstar Bank, N.A. to enable M3 ID Valor Golf Villas, LLC to obtain a twenty million (\$20,000,000) loan to finance the development of {insert what development will be occurring within the legal description included in the Certificate}.

- 2.2 Purpose of the Request:** Estoppel certificates are used by banks or financial institutions when financing large residential developments. It is anticipated by staff, that the requested Development Agreement Estoppel Certificate is intended by Flagstar Bank, N.A. to serve as a part of their due diligence process to ensure that the Falcon Crest Project is financially stable and that the Developer has complied with all relevant laws, regulations, and agreements governing the Project.

III STAFF ANALYSIS

3.1 The City being asked to certify, represent, warrant, and covenant to the Flagstar Bank, N.A. (in summary) (see Section 1 of the Estoppel Certificate)

- A.** There are no other agreements between the Developer and the City other than the Development Agreement; and
- B.** The Development Agreement has not been altered or amended; and
- C.** That the Developer is not in default and has complied with the duties and the obligations of the Development Agreement as of the date of the Estoppel Certificate; and
- D.** Adds a requirement that the City notify the Bank, in addition to the Developer, in case of a claim of default; and
- E.** Adds a requirement that the City will take no action on a notice of default for a period of 30 days within which the Bank may take action necessary to eliminate the default.
- F.** Adds a requirement, that in the case of a default of the loan documents by the Developer, that the Bank after completion of foreclosure action shall be entitled to the rights and benefits of Developer.
- G.** Adds a requirement that the Estoppel Agreement is legal and binding upon the City and enforceable under the terms of the Development Agreement.

IV STAFF FINDINGS

4.1 Staff Review and Findings regarding the above referenced certifications, representations, warrants, and covenants of the Estoppel Certificate:

- A.** There are no other agreements between the Developer and the City other than the Development Agreement.
- B.** The Development Agreement has not been altered or amended.
- C.** The Developer is not in default and has complied with the duties and the obligations of the Development Agreement as of the date of this Staff Report.

V
COUNCIL'S PROPOSED ORDER OF DECISION

Based upon the record contained and the Applicant testimony provided the Council hereby (*Grants /Does Not Grant*) the request to enter the Estoppel Certificate.

DATED this 6th day of June 2023.

DEVELOPMENT AGREEMENT ESTOPPEL CERTIFICATE

The undersigned, **CITY OF KUNA**, a municipal corporation organized and existing under the laws of the State of Idaho (the “**City**”) acknowledges to **FLAGSTAR BANK, N.A.**, a national bank (“**Lender**”), that the City is party to that certain Development Agreement (as the same may be amended, modified, supplemented, extended, or renewed from time to time, the “**Development Agreement**”) with **M3 ID VALOR GOLF VILLAS, LLC**, an Arizona limited liability company (referred to herein as “**Borrower**” and “**Owner**”), as successor-in-title to Falcon Crest, LLC, an Idaho limited liability company (“**Falcon Crest**”), and M3 Builders, L.L.C., an Arizona limited liability company (“**Developer**”), with respect to certain rights under the Development Agreement. Capitalized terms used herein without definition shall have the meanings given to such terms in the Development Agreement.

WHEREAS, Borrower owns certain land located in the City of Kuna, County of Ada, State of Idaho, as more particularly described on **Exhibit A**, attached hereto and incorporated herein by reference (the “**VGV Property**”),

WHEREAS, the VGV Property was conveyed to Borrower by Falcon Crest subsequent to the date of the Development Agreement;

WHEREAS, Section 19.1 of the Development Agreement provides that the burdens of the Development Agreement are binding upon, and the benefits inure to, all successors in interest of the parties to the Development Agreement and constitute covenants that run with the VGV Property;

WHEREAS, Developer and Falcon Crest are affiliates of Borrower and Owner;

WHEREAS, Lender is making a loan (the “**Loan**”) to Borrower pursuant to that certain Construction Loan Agreement of approximately even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the “**Loan Agreement**”), which Loan is evidenced by a Promissory Note of even date herewith, by Borrower payable to Lender, in the principal amount of TWENTY MILLION AND NO/100 DOLLARS (\$20,000,000.00) (as amended, modified, extended, and renewed from time to time, the “**Note**”), to finance the development of the VGV Property; and

WHEREAS, the Loan will be secured by a Construction Deed of Trust and Assignment of Leases and Rents, Security Agreement and Fixture Filing (as amended, restated, supplemented or otherwise modified from time to time, the “**Deed of Trust**”) made by Borrower to the trustee named therein for the benefit of Lender; and

WHEREAS, as a condition precedent to the funding of the Loan by Lender, Lender has required that City execute and deliver to Lender this Development Agreement Estoppel Certificate.

NOW, THEREFORE, in connection with the Loan, the City hereby certifies, represents, warrants and covenants to the Lender that:

1. Representations, Warranties and Covenants of the City. The City hereby certifies, represents, warrants and covenants to Lender that:

(a) There are no other agreements, including utility agreements, in existence between the City and Developer or Owner relating to the Property, other than the Development Agreement.

(b) The Development Agreement has not been altered, amended or modified since the date of its original execution, and is presently in full force and effect.

(c) As of this date, each of City, Owner and Developer have has fulfilled all of its duties and obligations under the Development Agreement to be fulfilled as of this date and is not in default under the terms, conditions, covenants and obligations of the Development Agreement. To the best of City's actual knowledge, and as of this date, each of Developer and Owner has fulfilled all of its duties and obligations under the Development Agreement to be fulfilled as of this date and is not in default under the terms, conditions, covenants and obligations of the Development Agreement.

(d) Whenever the City shall deliver any notice or demand to Developer or Owner with respect to the Development Agreement, the City, as applicable, shall, at the same time, deliver to Lender a copy of such notice or demand.

(e) The City shall take no action to terminate or cancel the Development Agreement for any reason including any breach by Developer or Owner unless and until it shall have given Lender thirty (30) days prior written notice advising Lender of the action proposed to be taken and the reasons therefor. During such thirty (30) day period, Lender may, at its option, and without relieving either Owner or Developer of any of its obligations under any Loan Document, the Development Agreement or hereunder, take any actions necessary in order to eliminate the reasons for the proposed action of City.

(f) In the event of a breach or a default by Owner or Developer under the Loan Documents and the subsequent foreclosure of the Property or acceptance of a deed in lieu thereof by Lender, Lender, upon satisfying all of Owner or Developer's obligations under the Development Agreement shall be entitled to all of the rights and benefits of Owner or Developer, as applicable, under the Development Agreement. It is expressly understood and agreed that Lender does not hereby assume any of Owner's or Developer's obligations or duties concerning the Development Agreement, unless and until Lender forecloses on the Property.

(g) The City warrants that this Development Agreement Estoppel Certificate and the Development Agreement have been duly authorized, are legal and binding upon the City, and are enforceable in accordance with their terms against Development Agreement.

2. Notices. All notices, requests, demands and consents to be made hereunder to the parties hereto shall be in writing and shall be delivered by hand or sent by registered mail or certified mail, postage prepaid, return receipt requested (except for any notice address which is a post office box, in which case notice may be given by first class mail), through the United States Postal Service to the addresses shown below, or such other address which the parties may provide to one another in accordance herewith. Such notices, requests, demands and consents, if sent by mail, shall be deemed given two (2) Business Days after deposit in the United States mail, and if delivered by hand, shall be deemed given when delivered.

To Owner
and Developer: M3 ID Valor Golf Villas, LLC and M3 Builders, L.L.C.
Attn: William I. Brownlee
1673 W. Shoreline Drive, Suite 200
Boise, Idaho 83702
Tel: 602-386-1311
bbrownlee@m3companiesllc.com

With copies to:
Quinn C. Wheeler
Buchalter

15279 N. Scottsdale Road, Suite 400
Scottsdale, AZ 85254-2659
Tel: 480-383-1821
gwheeler@buchalter.com

Hethe Clark
Clark Wardle
251 E. Front Street, Suite 310
PO Box 639
Boise, Idaho 83701
Tel: 208-388-3327
hclark@clarkwardle.com

To Lender: Flagstar Bank, N.A.
5151 Corporate Dr.
Mail Stop E-203-4
Troy, MI 48098
Attn: Legal Counsel

with a copy to: Quarles & Brady LLP
135 North Pennsylvania Street, Suite 2400
Indianapolis, IN 46204
Attn: Amanda Morton, Esq.

If to City: City of Kuna
Attn: Mayor
751 W. 4th Street
Kuna, ID 83634

With a copy to William F. Gigray, III
White Peterson
5700 E. Franklin Rd., Suite 200
Nampa, Idaho 83687

[Remainder of Page Intentionally Left Blank.]

EXHIBIT A**Legal Description of VGV Property**

A parcel of land situated in the north half of Section 22 and the Southeast quarter of Section 15, Township 2 North, Range 1 East, Boise Meridian, City of Kuna, Ada County, Idaho, and being more particularly described as follows:

Commencing at the west quarter-section corner of Section 22, Township 2 North, Range 1 East, Boise Meridian;

Thence N89°54'52"E, 2653.59 feet to the center quarter-section corner of Section 22;

Thence N00°33'40"E, 782.00 feet to the POINT OF BEGINNING:

Thence 47.85 feet on a non-tangent curve to the right, having a radius of 2537.00 feet, a central angle of 01°04'51", a chord bearing of N88°27'53"W, and a chord length of 47.85 feet;

Thence N87°55'27"W, 76.91 feet;

Thence 401.16 feet on a curve to the right, having a radius of 535.00 feet, a central angle of 42°57'45", a chord bearing of N66°26'35"W, and a chord length of 391.83 feet;

Thence N44°57'42"W, 41.37 feet;

Thence N84°57'01"W, 30.65 feet;

Thence 377.06 feet on a non-tangent curve to the left, having a radius of 555.00 feet, a central angle of 38°55'34", a chord bearing of N36°37'49"E, and a chord length of 369.85 feet;

Thence N17°10'02"E, 70.35 feet;

Thence S73°11'27"E, 152.74 feet;

Thence 268.64 feet on a non-tangent curve to the left, having a radius of 160.00 feet, a central angle of 96°11'57", a chord bearing of S47°26'19"E, and a chord length of 238.18 feet;

Thence N84°27'42"E, 490.68 feet;

Thence 125.27 feet on a non-tangent curve to the left, having a radius of 200.00 feet, a central angle of 35°53'15", a chord bearing of N10°05'28"W, and a chord length of 123.23 feet;

Thence 36.96 feet on a reverse curve to the right, having a radius of 82.00 feet, a central angle of 25°49'21", a chord bearing of N15°07'25"W, and a chord length of 36.64 feet;

Thence on a non-tangent line N89°48'26"W, 124.88 feet;

Thence N64°54'30"W, 396.54 feet;

Thence N27°17'46"E, 1143.55 feet;

Thence S76°22'08"E, 205.71 feet;

Thence S22°21'18"E, 27.82 feet;

Thence S59°52'20"E, 38.96 feet;

Thence N63°22'40"E, 51.96 feet;

Thence S76°22'08"E, 111.98 feet;
 Thence S13°37'52"W, 100.70 feet;
 Thence S44°14'33"W, 106.74 feet;
 Thence S26°54'12"W, 632.39 feet;
 Thence S63°05'48"E, 41.32 feet;
 Thence S34°49'22"E, 130.00 feet;
 Thence S47°50'37"E, 19.10 feet;
 Thence N42°09'23"E, 692.33 feet;
 Thence N68°59'10"E, 201.65 feet;
 Thence N20°25'28"E, 257.90 feet;
 Thence N05°05'23"E, 39.67 feet;
 Thence N20°29'54"W, 26.70 feet;
 Thence N42°33'48"W, 27.15 feet;
 Thence N48°08'03"W, 787.35 feet;
 Thence N48°11'29"W, 353.48 feet;
 Thence S85°01'42"W, 334.52 feet;
 Thence N04°38'30"W, 341.06 feet;
 Thence N85°21'30"E, 832.35 feet;
 Thence S70°11'34"E, 482.11 feet;
 Thence S81°09'07"E, 43.85 feet;
 Thence S88°22'57"E, 75.01 feet;
 Thence N88°32'05"E, 76.44 feet;
 Thence N82°28'36"E, 75.78 feet;
 Thence N81°17'32"E, 97.50 feet;
 Thence S84°14'04"E, 130.32 feet;
 Thence S80°16'59"E, 141.41 feet;
 Thence S56°23'27"E, 126.88 feet;

Thence 100.24 feet on a curve to the left, having a radius of 457.50 feet, a central angle of 12°33'13", a chord bearing of S62°40'04"E, and a chord length of 100.04 feet;

Thence S68°56'40"E, 386.83 feet;
 Thence S00°29'55"W, 514.34 feet;
 Thence S29°38'46"W, 169.35 feet;
 Thence N26°03'36"W, 454.44 feet;
 Thence N33°59'09"W, 69.61 feet;
 Thence N56°51'57"W, 71.24 feet;
 Thence N68°56'40"W, 473.00 feet;
 Thence N68°59'44"W, 215.15 feet;
 Thence N81°02'06"W, 43.04 feet;

Thence 188.22 feet on a curve to the left, having a radius of 166.26 feet, a central angle of 64°51'52", a chord bearing of S66°31'58"W, and a chord length of 178.33 feet;

Thence on a non-tangent line S54°26'33"E, 795.03 feet;
 Thence S26°03'36"E, 403.04 feet;
 Thence S40°34'22"E, 50.84 feet;
 Thence S59°06'42"E, 47.06 feet;
 Thence S71°10'56"E, 153.00 feet;
 Thence S18°49'04"W, 852.68 feet;
 Thence N66°44'19"W, 92.38 feet;
 Thence N76°12'04"W, 152.07 feet;

Thence N66°44'19"W, 424.00 feet;
 Thence N62°55'44"W, 23.17 feet;
 Thence S65°36'07"W, 890.07 feet;
 Thence S38°17'57"W, 84.26 feet;
 Thence S11°13'36"W, 42.13 feet;

Thence 117.55 feet on a curve to the left, having a radius of 175.00 feet, a central angle of 38°29'10", a chord bearing of S08°00'59"E, and a chord length of 115.35 feet;

Thence on a non-tangent line S72°44'52"E, 95.72 feet;

Thence 244.65 feet on a curve to the right, having a radius of 739.69 feet, a central angle of 18°57'00", a chord bearing of S63°16'23"E, and a chord length of 243.53 feet;

Thence on a non-tangent line N64°32'20"E, 487.83 feet;
 Thence N42°31'44"E, 66.87 feet;
 Thence N68°08'05"E, 123.93 feet;
 Thence S83°29'43"E, 69.28 feet;
 Thence S68°19'46"E, 597.82 feet;
 Thence S44°13'37"E, 83.70 feet;
 Thence S30°51'38"E, 67.01 feet;

Thence 262.04 feet on a non-tangent curve to the left, having a radius of 175.00 feet, a central angle of 85°47'35", a chord bearing of S73°06'01"E, and a chord length of 238.24 feet;

Thence on a non-tangent line S89°12'38"E, 111.55 feet to the east line of Section 22;

Thence S00°47'22"W, 817.73 feet along the east line of Section 22;

Thence N89°35'10"W, 613.51 feet;

Thence 648.91 feet on a curve to the right, having a radius of 965.00 feet, a central angle of 38°31'41", a chord bearing of N70°19'19"W, and a chord length of 636.75 feet;

Thence on a non-tangent line S38°56'21"W, 92.00 feet;

Thence 112.46 feet on a non-tangent curve to the right, having a radius of 1057.00 feet, a central angle of 06°05'46", a chord bearing of N48°00'35"W, and a chord length of 112.41 feet;

Thence N44°57'42"W, 318.43 feet;

Thence 357.41 feet on a curve to the left, having a radius of 943.00 feet, a central angle of 21°42'58", a chord bearing of N55°49'11"W, and a chord length of 355.28 feet;

Thence on a non-tangent line S23°19'33"W, 1.06 feet;

Thence 380.65 feet on a non-tangent curve to the left, having a radius of 943.00 feet, a central angle of 23°07'41", a chord bearing of N78°23'52"W, and a chord length of 378.07 feet;

Thence N89°57'42"W, 307.21 feet;
 Thence N00°02'18"E, 20.00 feet;
 Thence N89°57'42"W, 35.43 feet;

Thence 42.36 feet on a curve to the right, having a radius of 2537.00 feet, a central angle of $00^{\circ}57'24''$, a chord bearing of $N89^{\circ}29'00''W$, and a chord length of 42.36 feet to the POINT OF BEGINNING.

EXCEPTING THEREFROM the following:

A parcel of land situated in the northeast quarter of Section 22 and the southeast quarter of Section 15, Township 2 North, Range 1 East, Boise Meridian, City of Kuna, Ada County, Idaho, and being more particularly described as follows:

Commencing at the west quarter-section corner of Section 22 Township 2 North, Range 1 East, Boise Meridian;

Thence $N89^{\circ}54'52''E$, 2653.59 feet to the center quarter-section corner of Section 22;

Thence $N31^{\circ}23'44''E$, 2576.45 feet to the POINT OF BEGINNING:

Thence $N20^{\circ}25'28''E$, 188.68 feet;

Thence $N05^{\circ}05'23''E$, 39.67 feet;

Thence $N20^{\circ}29'54''W$, 26.70 feet;

Thence $N42^{\circ}33'48''W$, 27.15 feet;

Thence $N48^{\circ}08'03''W$, 787.35 feet;

Thence $N48^{\circ}11'29''W$, 353.48 feet;

Thence $S85^{\circ}01'42''W$, 334.52 feet;

Thence $N04^{\circ}38'30''W$, 341.06 feet;

Thence $N85^{\circ}21'30''E$, 832.35 feet;

Thence $S70^{\circ}11'34''E$, 482.11 feet;

Thence $S81^{\circ}09'07''E$, 43.85 feet;

Thence $S88^{\circ}22'57''E$, 75.01 feet;

Thence $N88^{\circ}32'05''E$, 76.44 feet;

Thence $N82^{\circ}28'36''E$, 75.78 feet;

Thence $N81^{\circ}17'32''E$, 97.50 feet;

Thence $S84^{\circ}14'04''E$, 130.32 feet;

Thence $S80^{\circ}16'59''E$, 141.41 feet;

Thence $S56^{\circ}23'27''E$, 126.88 feet;

Thence 100.24 feet on a curve to the left, having a radius of 457.50 feet, a central angle of $12^{\circ}33'13''$, a chord bearing of $S62^{\circ}40'04''E$, and a chord length of 100.04 feet;

Thence $S68^{\circ}56'40''E$, 386.83 feet;

Thence $S00^{\circ}29'55''W$, 514.34 feet;

Thence $S29^{\circ}38'46''W$, 169.35 feet;

Thence $N26^{\circ}03'36''W$, 454.44 feet;

Thence $N33^{\circ}59'09''W$, 69.61 feet;

Thence $N56^{\circ}51'57''W$, 71.24 feet;

Thence $N68^{\circ}56'40''W$, 473.00 feet;

Thence $N68^{\circ}59'44''W$, 215.15 feet;

Thence $N81^{\circ}02'06''W$, 43.04 feet;

Thence 188.22 feet on a curve to the left, having a radius of 166.26 feet, a central angle of $64^{\circ}51'52''$, a chord bearing of $S66^{\circ}31'58''W$, and a chord length of 178.33 feet;

Thence on a non-tangent line $S54^{\circ}26'33''E$, 795.03 feet;

Thence $S26^{\circ}03'36''E$, 403.04 feet;

Thence $S40^{\circ}34'22''E$, 50.84 feet;

Thence S59°06'42"E, 28.56 feet;
Thence S30°53'18"W, 124.65 feet;
Thence S48°52'48"W, 60.38 feet;
Thence S48°41'50"W, 59.40 feet;
Thence N69°15'55"W, 149.53 feet;
Thence N66°44'19"W, 112.00 feet;
Thence N23°15'41"E, 40.47 feet;
Thence N66°44'19"W, 50.00 feet;
Thence N23°15'41"E, 7.53 feet;
Thence N66°44'19"W, 124.00 feet;
Thence S23°15'41"W, 121.17 feet;
Thence S39°36'35"E, 45.18 feet;

Thence 60.26 feet on a non-tangent curve to the left, having a radius of 54.00 feet, a central angle of 63°56'27", a chord bearing of S19°44'55"W, and a chord length of 57.18 feet;

Thence on a non-tangent line S80°27'16"W, 35.91 feet;
Thence S23°15'41"W, 68.32 feet;
Thence N69°34'32"W, 159.84 feet;
Thence N20°25'28"E, 15.42 feet;
Thence N69°34'32"W, 180.00 feet to the POINT OF BEGINNING.



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

MEMO

Date: June 6, 2023
From: Doug Hanson, Planning & Zoning Director
To: Kuna City Council
RE: Kuna-Meridian Road/State Highway 69 Railroad Overpass Planning and Environmental Linkages (PEL) Study Update

City Council Members,

Staff and JUB Engineers have spent several months going through revisions of the purpose and need statement for the PEL with the Federal Highway Administration (FHWA). The acceptance of this purpose and need statement is a requirement to move into the next phase of the study, which has led to a much longer project completion timeline than initially anticipated.

Currently, a purpose and need statement has yet to be accepted by FHWA. In the interest of best utilizing the time, resources, and funding to make a railroad overpass for Kuna a reality as soon as possible, staff comes before you this evening for direction going forward with three (3) potential options:

Option 1: Continue the PEL.

- a. The project team will be unable to proceed into subsequent phases of the PEL until FHWA “milestones” are accepted, making this option the timeliest to complete.
- b. There is no guarantee once completed that FHWA will accept the Kuna-Meridian Road/State Highway 69 overpass in favor of a no-build alternative.
- c. Additional funding will likely be required to complete the project due to project milestones and extended timelines.

Option 2: Transition from the PEL to a corridor study of the Meridian Road/State Highway 69 railroad overpass extension.

- a. There are no project “milestones” required for the corridor study therefore, taking less time to complete.
- b. All traffic, engineering, and environmental data gathered for the PEL will still be utilized for analysis of the corridor providing several alignment alternatives for both Idaho Transportation Department and Ada County Highway District standards.
- c. This option will likely require little to no additional funding to complete.

Option 3: Explore additional crossing locations.

- a. The project team will go back to analyze alternative crossing options explored as a part of the Kuna Crossing Feasibility Study completed in 2014.
- b. Much of the traffic, engineering, and environmental data gathered thus far has been focused on the Meridian Road/State Highway 69 corridor. Therefore, additional funding will likely be required to gather sufficient data to analyze the alternative crossing locations.
- c. Alternative crossing locations proposed in the 2014 study required more impactful property acquisition than the Meridian Road/State Highway 69 corridor, please see the following exhibits attached.

A completed study is crucial in the pursuit of funding for design, engineering, and construction of an overpass. One railroad overpass will not be the end all solution, with the rate of development and population growth, multiple railroad overpass crossings will be required to serve Kuna in the future. However, with the amount of time invested, data compiled, analysis, and scale of completed a corridor study specific to the Meridian Road/SH 69 overpass location staff would recommend Option 2.

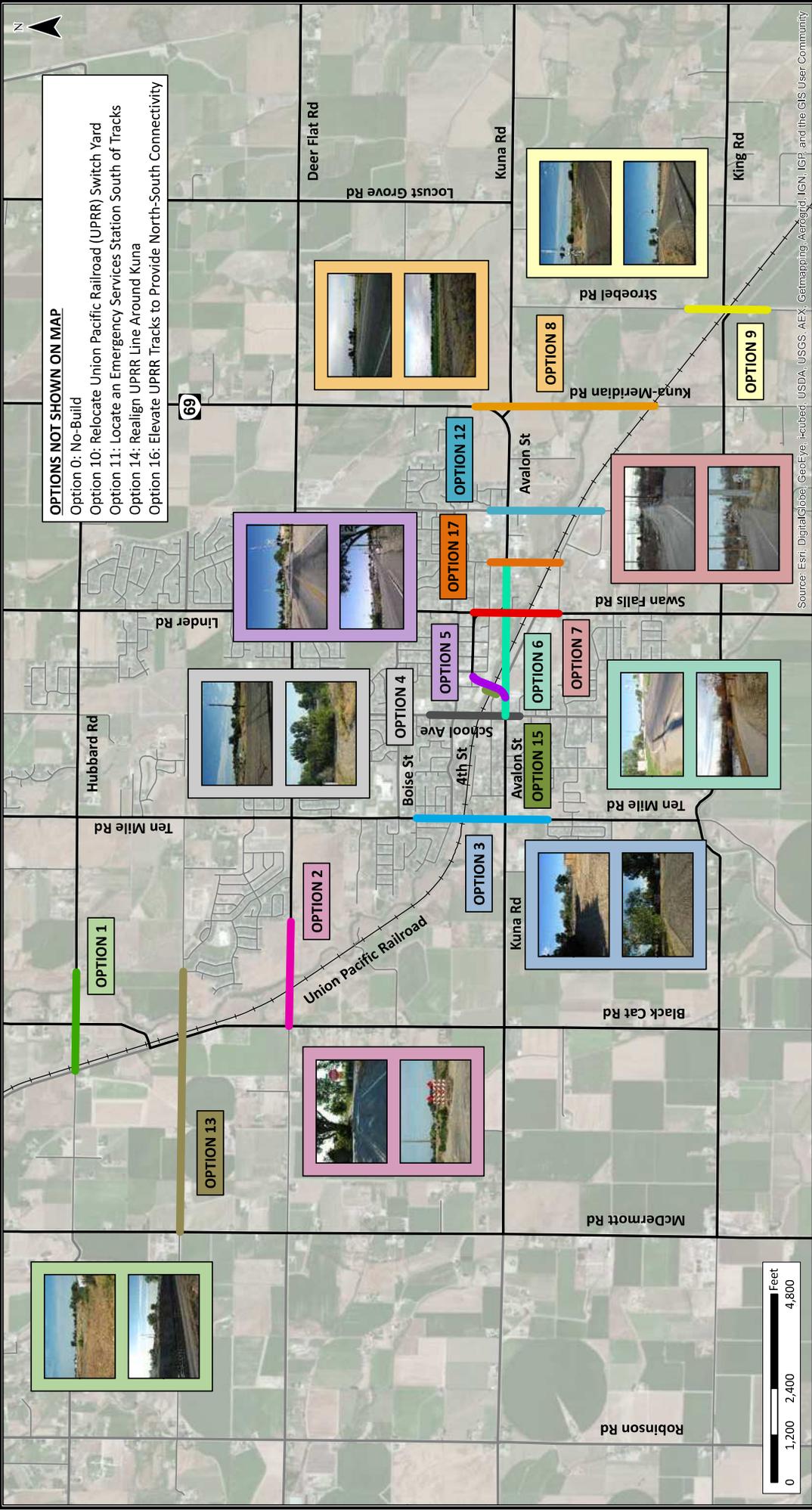
Thank you,



Doug Hanson
Planning & Zoning Director
dhanson@kunaid.gov
208-287-1771

February 2014

Kuna Crossing Feasibility and Implementation Plan



Source: Esri, DigitalGlobe, GeoEye, Earthstar (India), AeroGRID, IGN, IGP, and the GIS User Community

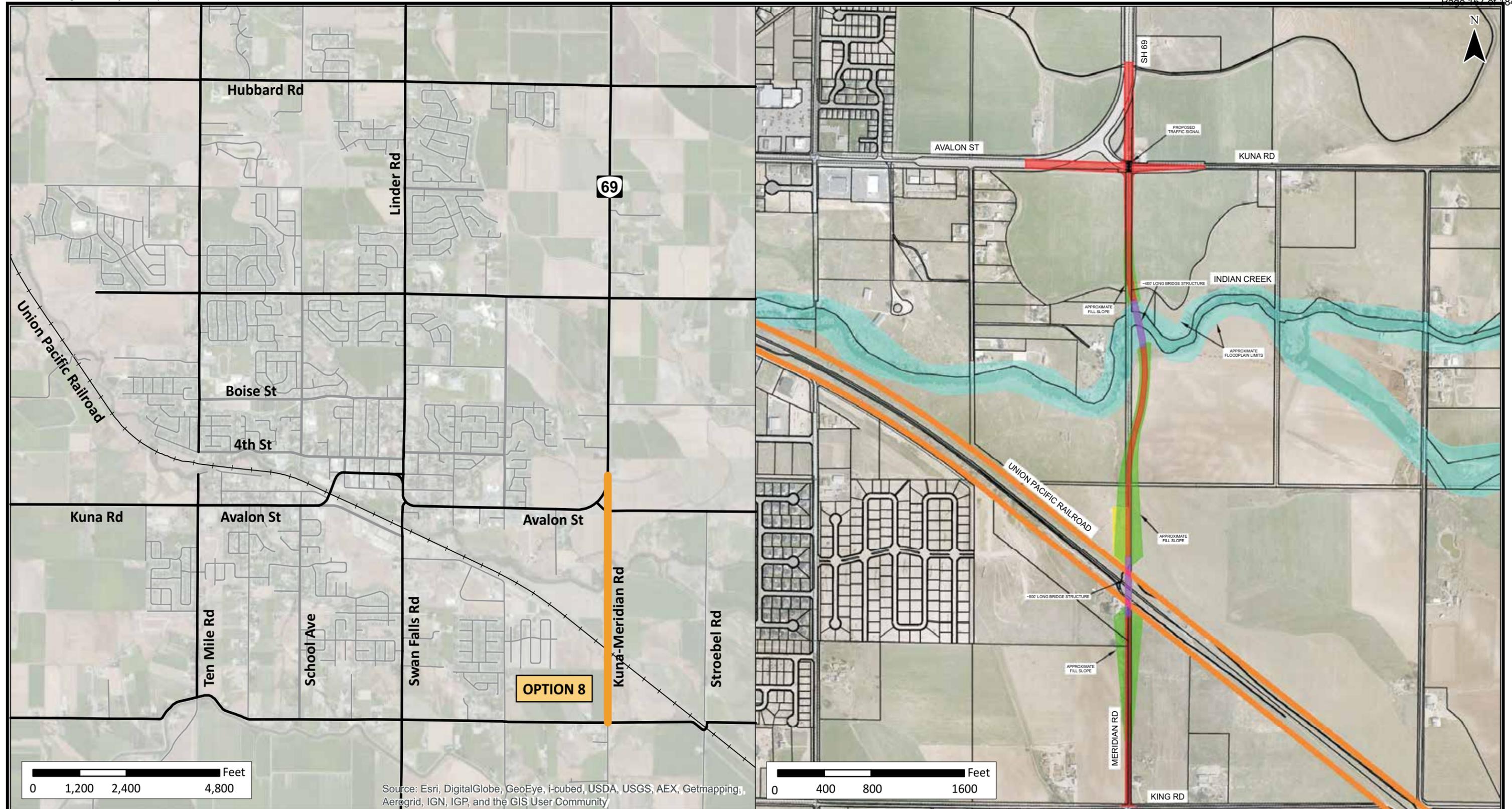


Figure 9

Initial Options

- Roadway Classifications**
- Arterial Streets
- Collector Streets
- Local Streets
- Community Features
- Railroad
- Initial Options from Past Studies**
- Option 1: Hubbard Road Extension
- Option 2: Deer Flat Road Extension
- Option 3: Ten Mile Road Extension
- Option 4: School Avenue Extension
- Option 5: Bridge Avenue
- Option 6: Avalon Street to Avalon Street
- Option 7: Swan Falls Road
- Option 8: SH 69 Extension
- Option 9: Stroebel Road
- Option 12: Kay Avenue Extension
- Option 13: Ardell Road Extension
- Option 15: Ped/Bike Only Bridge at Bridge Avenue
- Option 17: Orchard Avenue Extension

Source: ACHD 1995 Rail Study; City of Kuna 2006 Rail Study; ACHD Kuna Downtown Corridor Plan; ACHD GIS Database; COMPASS 2015 Federal Functional Classification Map; Canyon County GIS Database



Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community

Roadway Classifications	Initial Options from Past Studies	Design Features
— Arterial Streets	Option 8: Meridian Road Extension	— Bridge Structure
— Collector Streets		— Fill Area
— Local Streets		— Roadway Area
Community Features		— Potential Full Property Acquisitions
— Railroad		— Approximate Floodplain
		— Approximate UPRR Right-of-Way
		— Approximate ACHD Right-of-Way

Option 8: Meridian Road Extension

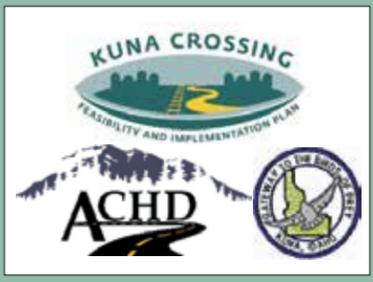
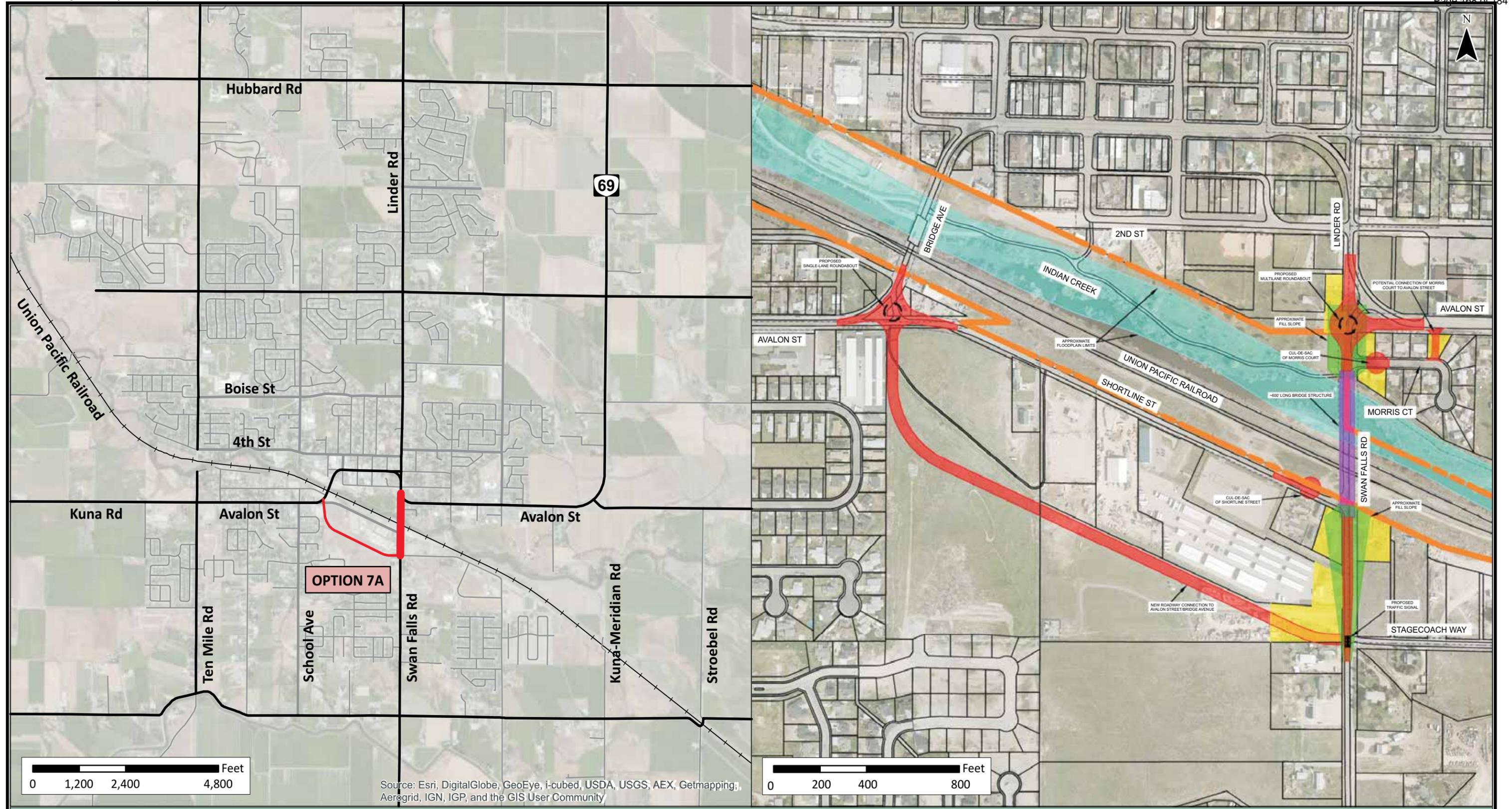


Figure
15



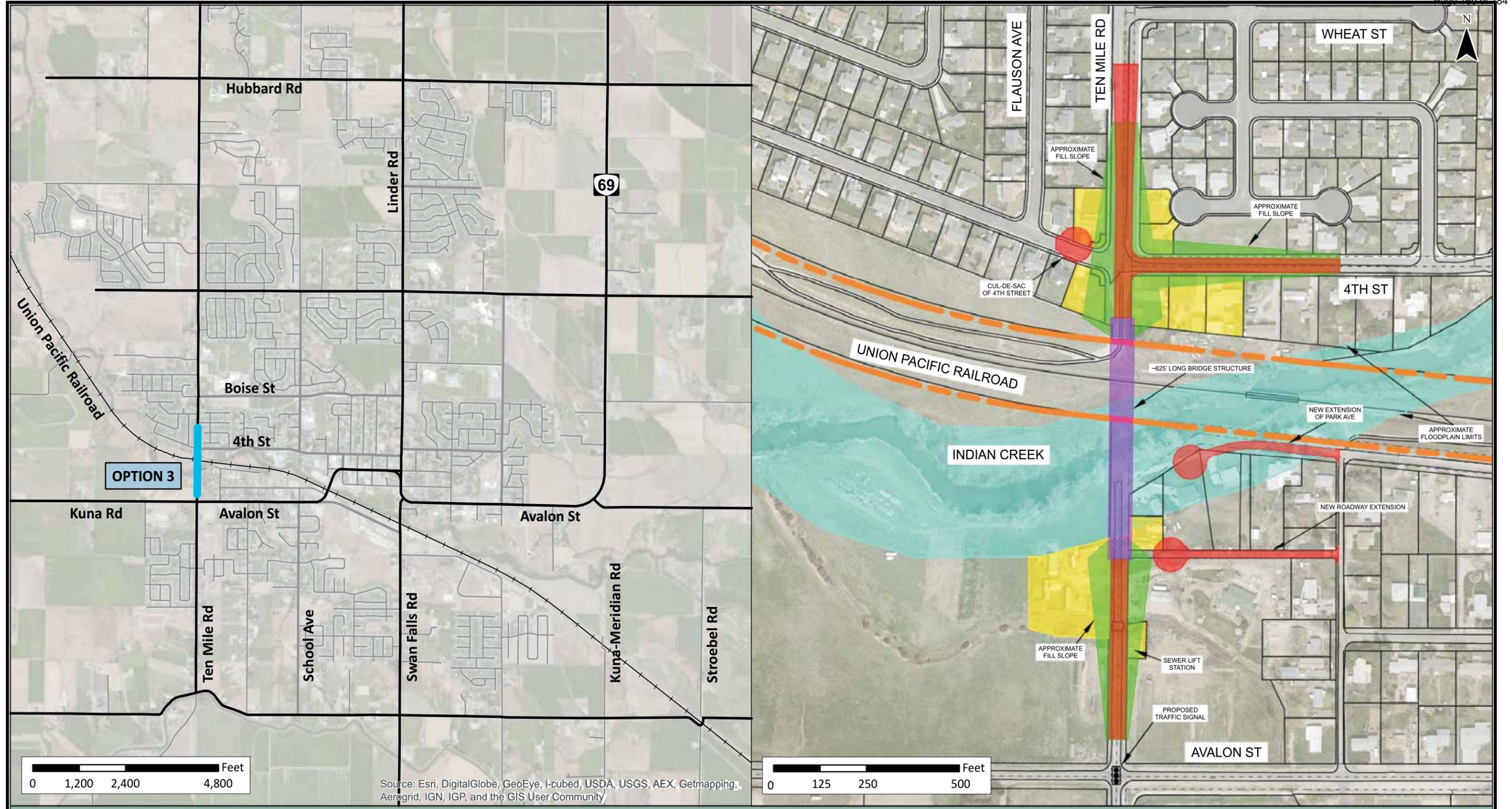
Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community

Roadway Classifications	Initial Options from Past Studies	Design Features
<ul style="list-style-type: none"> Arterial Streets Collector Streets Local Streets 	<ul style="list-style-type: none"> Option 7A: Shortline Street At-Grade Realignment with Stagecoach Way 	<ul style="list-style-type: none"> Bridge Structure Fill Area Roadway Area Potential Full Property Acquisitions Approximate Floodplain Approximate UPRR Right-of-Way Approximate ACHD Right-of-Way
Community Features		
<ul style="list-style-type: none"> Railroad 		

Option 7A: Shortline Street At-Grade Realignment with Stagecoach Way



Figure 13



0 1,200 2,400 4,800 Feet

Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, and the GIS User Community

0 125 250 500 Feet

- | | | |
|--------------------------------|--|--|
| Roadway Classifications | Initial Options from Past Studies | Design Features |
| — Arterial Streets | Option 3: Ten Mile Road Extension | — Bridge Structure |
| — Collector Streets | | — Fill Area |
| — Local Streets | | — Roadway Area |
| Community Features | | — Potential Full Property Acquisitions |
| — Railroad | | — Approximate Floodplain |
| | | — Approximate UPRR Right-of-Way |
| | | — Approximate ACHD Right-of-Way |

Option 3: Ten Mile Road Extension



Figure 11

**RESOLUTION NO. R41-2023
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE “PROFESSIONAL SERVICES AGREEMENT” WITH KELLER ASSOCIATES, INC. FOR THE KAY AND AVALON SIGNAL LIGHT 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 Kay and Avalon Signal Light 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 6th day of June, 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this 6th day of June, 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

ATTACHMENT A

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: **Avalon & Kay Traffic Signal** ("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. Refer to Attachment A for schedule.

COMPENSATION:

Basic Services. As compensation for services to be performed by Consultant, the Owner will pay Consultant periodic payments upon the completion of the five identified Tasks as contained in the Professional Services Fees Section of Attachment A, for a total lump sum amount of \$69,500.00 (Sixty-Nine Thousand Five Hundred dollars).

Additional Services. Compensation for performing Additional Services will be pursuant to a mutually agreed upon amendment to this Agreement. Such an amendment to this Agreement must be in writing, signed by both parties.

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.

OWNER: CITY OF KUNA

CONSULTANT: KELLER ASSOCIATES, INC.

Signature: _____

Name: _____

Title: _____

Address: _____

Telephone: _____

Date: _____

Signature:  _____

Name: Nathan Cleaver

Title: Principal

Address: 100 East Bower Street, Suite 110
Meridian, ID 83642

Telephone: (208) 288-1992

Date: 6/1/2023

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.

Method of Delivery of Invoices. Consultant shall deliver all invoices to Owner via e-mail. Such method of delivery shall be made on the Invoice Date or the Invoice Date shall otherwise be modified to reflect the date such invoice was received by Owner. If Owner receives the invoice greater than five (5) business days from the Invoice Date the Owner and Consultant shall devise a different payment schedule giving consideration of a later due date for payment.

Disputed Invoices. 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. Such five (5) days calendar notice shall not include weekends or other days with the Owner's Business Offices are not open for the operation of business.

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. Consultant recognizes that the Owner is an Idaho Governmental Entity and as such is subject to public writing laws that may require production of documentation relating to this Project, potentially including documents prepared or furnished by 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. **ACCEPTANCE OF WORK** – Pursuant to the scope of services described herein, Consultant shall perform the services which will be subject to the Owner's review and approval, which will not be unreasonably withheld. The Consultant shall make Owner's requested revisions to the services and/or deliverables (consistent with the scope of work), correcting any negligent errors or omissions within the deliverables without additional compensation to the Consultant. Consultant will be compensated for additional services for Owner-requested out of scope items and for rework triggered by Owner-requested changes to previously agreed upon design criteria and concepts.

6. **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.

7. **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.

8. **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.

9. **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 \$500,000.00 (five hundred thousand dollars and no cents).

10. **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.
11. **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.
12. **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 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 ten (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 thirty (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 of Idaho with choice of Laws following the state of Idaho.

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 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.



ATTACHEMENT A
SCOPE OF WORK
 FOR
AVALON & KAY TRAFFIC SIGNAL
 CITY OF KUNA, IDAHO

PROJECT DESCRIPTION

The City of Kuna (Owner) desires to install a traffic signal at the intersection of Avalon Street and Kay Avenue in Kuna, Idaho (Project). The Project includes the Design tasks for the Signal, Permitting services for Ada County Highway District (ACHD) and Idaho Transportation Department (ITD) approval, and bidding and construction services. The project is anticipated to be grant-funded. The Owner is applying for 2023 Strategic Initiatives Local Grant Funding to fund the project. Keller Associates (Consultant) will serve as the prime consultant to provide the aforementioned services.



GENERAL ASSUMPTIONS & UNDERSTANDINGS

This scope of work relies on the following assumptions and understandings:

- A traffic warrant study was completed by Consultant under a separate contract. The findings have been accepted by ITD and ACHD.
- Keller will prepare the plan sheets to ITD standards, with traffic signal-specific sheets modified for ACHD specifications.
- Pavement rehabilitation or reconstruction is not part of this project.
- Opinions of probable costs created by Keller reflect Keller's opinion of probable costs at the time created and are subject to change.



- All submittals will be electronic; no hardcopy plan sets will be prepared.
- Potholing of proposed pole locations will be the responsibility of the Contractor that performs the work.
- Right-of-way (ROW) negotiation and purchase will be the responsibility of the Owner.
- Only one (1) parcel is anticipated to require a ROW take.
- The Project will be bid to Contractors via Consultant's QuestCDN.
- The Project will be bid to Contractors as a lump sum bid. Unit Pricing will not be utilized.

The following tasks are not included in this scope of work; if desired, they may be negotiated as Additional Services—

- Traffic counts or traffic operations analyses
- Environmental studies or clearances
- Geotechnical investigations or reports
- Modifications to storm drainage facilities
- Public involvement meetings

TASK 1: SURVEY & UTILITY RESEARCH

Consultant will conduct a topographical survey within the project limits. Survey will include surface features and above ground utilities visible to the surveyor. Survey will identify the limits of rights-of-ways.

1. Contact DigLine and obtain utility mapping from utilities known to DigLine to be operating in or around the project limits.
2. Field Survey Work:
 - a. Survey Control & Benchmarks: Establish survey control and benchmarks for the project in areas outside of the construction area.
 - b. Topographic Survey: Survey topographic features of the roadway within ROW, 400 feet north and south along Kay Street, 400 feet east and west along Avalon Street. Temporary traffic control will be required to complete the survey.
 - c. Monument Preservation Survey: Locate and survey public land corners as well as private property corners of record within the intersection area.
3. Initial Base Map: Create a base map and terrain model from the survey data obtained in the Field Survey Work. Include ROW of the existing roadway.
4. ROW Support:
 - a. Provide ROW parcel description and exhibit for Owner's use in acquisition process.
 - b. After acquisition of ROW by the Owner, perform a Record of Survey for ROW delineation and set property corner monumentation for the parcel.

Deliverables: 1) Topographic Survey in PDF format.

2) ROW take description and exhibit.

3) Record of Survey Stamped by a Licensed Professional Surveyor.

4) Field Monumentation of ROW Take.



TASK 2: CONSTRUCTION DOCUMENTS

Consultant will design signal and roadway improvements to a 90% level of completeness.

1. Geometric Design & CAD Modeling: Create a CAD model of the intersection corner improvements that show proposed contours, cut/fill, grade breaks, and catch points.
2. CAD Model Quantities: Estimate the quantities of materials (pavement, base, subbase, granular borrow, etc.) from the CAD model.
3. Owner and Stakeholder Coordination: Meet onsite with Owner and ACHD to discuss location of new traffic signal poles, and location of power source. Submit a Signal Material Cost spreadsheet to ACHD as soon as reasonable for signal equipment and signage procurement.
4. Construction Drawings: Develop the intersection improvement design and prepare plans. Create the following drawings (13 sheets total) —
 - a. Title Sheet
 - b. Project Overview and Survey Control
 - c. Monument Perpetuation
 - d. Right-of-Way Plan
 - e. Roadway Plan and Profile
 - f. Utility Plan
 - g. Pedestrian Ramp Details
 - h. Traffic Signal Plan (2 sheets)
 - i. Traffic Signal Details – Conduit, Wiring, and Materials
 - j. Traffic Signal Details – Poles and Mast Arms
 - k. Signing & Pavement Marking Plan
 - l. Temporary Traffic Control
5. Special Provisions: Create roadway and traffic signal construction special provisions for the project. Include provisions for contractor's use tax on ACHD-furnished signal hardware.
6. Opinion of Probable Construction Cost: Prepare an opinion of probable cost in spreadsheet format, using bid averages and unit bid prices from recent comparable projects.
7. Submit 90% Design Package: Transmit electronic submittals to City of Kuna for review.
8. 90% Design Review Meeting: Attend a design review meeting with the City of Kuna.
9. 90% Design Site Walk-thru: Participate in a project site walk-thru with City of Kuna and ACHD/ITD.
10. Revise 90% design deliverables in accordance with review comments.
11. Prepare the project front end bidding documents and special provisions (project manual).
 - *Deliverables:*
 - 90% Design drawings, project manual, and opinion of probable construction cost
 - 100% Design drawings, project manual, and opinion of probable construction cost



TASK 3: AGENCY PERMITTING SERVICES

Consultant will submit 100% design drawings to ACHD and ITD for review and comment.

1. Incorporate revisions from ACHD and ITD comments to design drawings and project manual.
2. Quality Control Review: Conduct independent internal QC of revised 100% Design documents. Complete QC Checklist.
3. Resubmit drawings to ACHD and ITD with comments addressed.

Deliverables: ACHD/ITD Construction Drawings.

TASK 4: BIDDING SERVICES

Keller's Work Tasks:

1. Make drawings and specifications available for viewing
2. Respond to questions received during the bidding phase, and issuing up to two addenda
3. Manage the bid documents including the list of plan holders
4. Attend one pre-bid meeting with potential bidders
5. Evaluate the bids and provide a recommendation of award to City of Kuna
6. Issue bid addenda as needed to clarify the bid documents.

Deliverables: Construction Documents Bidding Package.

TASK 5: CONSTRUCTION ADMINISTRATION

Keller's Work Tasks:

1. Attend a pre-construction conference
2. Review contractor submittals
3. Respond to contractor Requests for Information
4. Issue Work Change Directives and Change Orders, as needed
5. Perform intermittent construction observation
6. Evaluate contractor pay applications
7. Provide project closeout support

Task Assumptions

- ACHD/ITD staff will perform construction day-to-day inspection and acceptance of the work.



SCHEDULE

Consultant will perform the services described above as follows:

TASK NO.	TASK	TIMELINE	COMMENTS
1	Survey	4 Weeks	Begins at receipt of Notice to Proceed.
2	90% Construction Documents	7 Weeks	Begins at deliver of Topographic Survey
2	100% Construction Documents	2 Weeks	Begins after receipt of 90% Comments
3	ACHD/ITD Permitting	TBD	ACHD/ITD review timelines vary dependent on review lead times for both agencies. For Scheduling purposes, anticipate 2 reviews from each agency. Consultant will move swiftly to address agency comments when made available.
4	Bidding Services	4 Weeks	Begins at notice from Owner to begin bidding the project
5	Construction Administration	45 Calendar Days	Begins after issuance of Notice to Proceed to successful Contractor

PROFESSIONAL SERVICE FEES

Owner will compensate Consultant as follows:

Task	Description	Fee	Fee Basis
1	Survey & Utility Research	\$ 7,500.00	LS
2	Construction Documents	\$ 38,000.00	LS
3	Agency Permitting Services	\$ 13,000.00	LS
4	Bidding Services	\$ 4,500.00	LS
5	Construction Administration	\$ 6,500.00	LS
	LUMP SUM FEE	\$ 69,500.00	LS

(Space above reserved for recording)

**ORDINANCE NO. 2023-15
CITY OF KUNA, IDAHO**

**STAR ACRES PROPERTIES LLC
MUNICIPAL ANNEXATION AND ZONING**

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

- **MAKING CERTAIN FINDINGS AND DECLARATIONS OF AUTHORITY; AND ANNEXING CERTAIN REAL PROPERTIES, TO WIT: ADA COUNTY ASSESSOR’S PARCEL NO. S2008223010 OWNED BY STAR ACRES PROPERTIES LLC WITHIN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO; AND**
- **ESTABLISHING THE ZONING CLASSIFICATIONS OF SAID REAL PROPERTIES; AND**
- **DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

THE CITY COUNCIL MAKES THE FOLLOWING FINDINGS AND DECLARATIONS OF ITS AUTHORITY, HISTORY AND PROCESS OF THIS IDAHO CODE SECTION 50-222 (3) (a) CATEGORY “A” ANNEXATION AND ZONING ORDINANCE AS FOLLOWS:

WHEREAS, the City of Kuna, Idaho is a municipal corporation organized and existing under the laws of the state of Idaho (the “City”) and is authorized to annex into and incorporate within the boundaries of the City Contiguous real property in the manner provided by section 50-222, Idaho Code; and

WHEREAS, STAR ACRES PROPERTIES LLC, (The “Owners”) of Ada County Assessor Parcel No. S2008223010 [as legally described in Exhibit A attached hereto and by this reference herein incorporated] (the “Real Properties”).

WHEREAS, the Real Properties are situated in the unincorporated area of Ada County.

WHEREAS, the owners, have filed with the City the following written request and application:

- Annexation of Parcel No. S2008223010 with an M-1 zoning district classification [legally described in Exhibit A], And

WHEREAS, the Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a Public Hearing on November 22, 2022, as required by Section 67-6525, Idaho Code, made findings (approved by the Commission on December 13, 2022) where it was recommended to the Mayor and Council that the Annexation for Parcel No. S2008223010 with an M-1 Zoning District Classifications [legally described in Exhibit A], be approved;

WHEREAS, The Council, pursuant to public notice as required by law, held a Public Hearing on February 7, 2023, as required by Section 67-6525, Idaho Code, and made findings (approved on February 21, 2023) wherein the City Council determined that the Owner's written requests and application for Annexation of Parcel No. S2008223010, should be granted with an M-1 zoning district classification [legally described in Exhibit A].

WHEREAS, the zoning classification of M-1 as proposed is appropriate to meet the requirements of the Kuna City Code and should be granted.

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

Section 1: The Kuna City Council hereby finds and declares that the Real Properties described below are contiguous to the City, that said properties can be reasonably assumed to be used for the orderly development of the City, and that the owner of said properties, STAR ACRES PROPERTIES LLC have requested, in writing, annexation thereof to the City.

Section 2: The Real Properties, all situated in Ada County, Idaho, adjacent to and contiguous to the City, commonly known as Parcel No. S2008223010, and more particularly and legally described in "Exhibit A" – Legal Description and "Exhibit B" – Location Map, attached hereto and incorporated herein by reference, is annexed to and incorporated in the incorporated territorial limits of the City of Kuna, Idaho.

Section 3: From and after the effective date of this Ordinance, all property and persons within the boundaries and territory described above shall be subject to all Ordinances, Resolutions, police regulations, taxation and other powers of the City of Kuna.

Section 4: The zoning land use classification of the land described in Section 2 above is hereby established as M-1 as legally described in Exhibit A, as provided by the Zoning Ordinance of the City. The Zoning Map of the City is hereby amended to include the Real Property described in Section 2 above in the M-1 zoning land use classification.

Section 5: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Ada County, Idaho, and with the Idaho State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

Section 6: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 6th day of June, 2023.

CITY OF KUNA

Joe Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**EXHIBIT A
M-1 ZONE
LEGAL DESCRIPTION**

**STAR ACRE PROPERTIES LLC
MUNICIPAL ANNEXATION AND ZONING**

The West half of the Northwest quarter of Section 8, Township 1 North, Range 2 East, Boise Meridian, Ada County, Idaho.

Except the Southwest quarter of the Southwest quarter of the Northwest quarter of said Section 8, Township 1 North, Range 2 East, Boise Meridian, Ada County, Idaho.

Further Excepting a parcel of land situated in the Northwest quarter of the Northwest quarter of Section 8, Township 1 North, Range 2 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at the section corner common to Sections 5, 6, 7 and 8, Township 1 North, Range 2 East, which point is a brass cap, and being the Real Point of Beginning; thence South 89°38'56" East along the North line of Section 8 a distance of 435.60 feet to a 1/2-inch iron pin; thence South 00°15'06" East a distance of 500.06 feet to a 1/2-inch iron pin; thence North 89°38'56" West a distance of 435.60 feet to a 1/2-inch iron pin; thence North 00°15'06" West a distance of 500.06 feet along the West line of Section 8 to the Real Point of Beginning.

Except that portion lying within the right of way for county road commonly referred to as Barker Road and Curtis Road over and across the Northerly and Westerly portion of said premises.

