



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

Amended: Wednesday~~Tuesday~~, July 05, 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 June 20, 2023**
- B. Accounts Payable Dated June 29, 2023, in the amount of \$905,756.99**
- C. Findings of Facts and Conclusions of Law**
 - 1. Case No. 22-14-AN (Annexation) Guido – U of I Endowment

D. Resolutions

- 1. Resolution R42-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE PROJECT PRIORITY LIST TITLED “CITY OF KUNA IDAHO’S TRANSPORTATION PRIORITY REQUESTS - 2023” AS THE OFFICIAL TRANSPORTATION PROJECT PRIORITY LIST FOR THE CITY OF KUNA, IDAHO FOR THE ADA COUNTY HIGHWAY DISTRICT; AUTHORIZING THE CITY CLERK TO TRANSMIT THE DOCUMENT TO ACHD; AND HEREBY REPEALING ALL PREVIOUS TRANSPORTATION PROJECT PRIORITY LISTS.

NOTICE: Copies of all agenda materials are available for public review in the Office of the City Clerk. Persons who have questions concerning any agenda item may call the City Clerk’s Office at (208) 387-7726. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 387-7726 at least forty-eight (48) hours prior to the meeting to allow the City to make reasonable arrangements to ensure accessibility to this meeting.

2. Resolution R43-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY TOLL BROTHERS, FOR PALOMA RIDGE SUBDIVISION NO. 2 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

3. Resolution R44-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY TOLL BROTHERS, FOR PALOMA RIDGE SUBDIVISION NO. 2 FOR UNCOMPLETED WORK INCLUDING STREET LIGHTING PURSUANT TO THE TERMS OF THIS RESOLUTION.

4. Resolution R45-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY TOLL BROTHERS, FOR PALOMA RIDGE SUBDIVISION NO. 2 FOR UNCOMPLETED WORK INCLUDING FENCING PURSUANT TO THE TERMS OF THIS RESOLUTION.

5. Resolution R46-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE AGREEMENT BETWEEN THE CITY OF KUNA (OWNER) AND LARIVIERE, INC (CONTRACTOR) FOR CONSTRUCTION CONTRACT FOR THE ORCHARD AND AVALON PEDESTRIAN PATHWAY PROJECT FOR THE CITY OF KUNA; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

5. External Reports:

A. Kuna Food Bank Presentation – Marci Durrant

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. 22-16-AN (Annexation) and 22-07-LS (Lot Split)
 Applicant requests Annexation and Lot Split approval near the NWC of Ardell Road and Ten Mile Road located at 1922 W Ardell Road, Kuna, in Section 15, Township 2 North, Range 1 West (APN: S1315141880) – Troy Behunin, Senior Planner **ACTION ITEM**

APPLICANT PRESENTATION

Open Public Hearing

Receive evidence

Consideration to close evidence presentation and proceed to deliberation

7. Business Items:

- A. Consideration to approve Case No. 23-06-TE (Time Extension) Silver Trail No. 8 Final Plat – Jessica Reid, Associate Planner *-Tabled from June 20, 2023* ACTION ITEM
Due to nationwide shortages of construction materials, unexpected delays in construction progress, rising interest rates and agency processing times, the Applicant request Time Extension approval for the Silver Trail No. 8 Final Plat.
- B. Consideration to approve Resolution R47-2023. ACTION ITEM

NOW, THEREFORE, BE IT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA, ADA COUNTY, STATE OF IDAHO; MAKING CERTAIN FINDINGS AND PURPOSES; AUTHORIZING THE STAFF AND AGENTS OF THIS CITY TO EXERCISE THE CITY’S RIGHT OF EMINENT DOMAIN TO OBTAIN EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF A SEWER TRUNK LINE; AND AUTHORIZING ANY AND ALL NECESSARY ACTIONS RELATED THERETO AND PROVIDING AN EFFECTIVE DATE.

8. Ordinances:

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, June 20, 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 00:00:04)

COUNCIL MEMBERS PRESENT:

- Mayor Joe Stear
- Council President McPherson
- Council Member Chris Bruce
- Council Member Matt Biggs
- Council Member John Laraway

CITY STAFF PRESENT:

- Marc Bybee, City Attorney
- Chris Engels, City Clerk
- Jared Empey, City Treasurer
- Mike Fratusco, Kuna Police Chief
- Doug Hanson, P & Z Director
- Bobby Withrow, Parks Director
- Morgan Treasure, Economic Development Director
- Nancy Stauffer, Human Resource Director
- Paul Stevens, City Engineer

2. Invocation

3. Pledge of Allegiance: Mayor Stear

(Timestamp 00:00:25)

4. Consent Agenda: ACTION ITEMS

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

(Timestamp 00:00:43)

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- A. Regular City Council Meeting Minutes Dated June 06, 2023
- B. Accounts Payable Dated June 15, 2023, in the amount of \$1,461,429.15
- C. Findings of Facts and Conclusions of Law
 - 1. Case No. 22-14-AN (Annexation) Guido – U of I Endowment

Motion To: Remove Item 4.C.1 and Approve the Consent Agenda as Published

Motion By: Council Member McPherson

Motion Seconded: Council Member Biggs

Further Discussion: None

Approved by the Following Roll Call Vote:

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

Voting No: None

Absent: None

Motion Passed: 4-0-0

5. External Reports:

6. Public Hearings:

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

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

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

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

(Timestamp 00:01:49)

- A. Consideration to approve Case Nos. 22-10-S (Preliminary Plat) – Applicant requests Preliminary Plat approval in order to subdivide approximately 126.89 acres into 414 total lots, (386 residential, 23 common and five (5) shared driveway lots). The site is located within Section 22, T2N, R1E, BM. – Troy Behunin, Senior Planner **ACTION ITEM**

Open Public Hearing

Receive evidence

Consideration to close evidence presentation and proceed to deliberation

Senior Planner Troy Behunin presented the case and stood for questions.

Applicant Mark Tate, testifies on the case and project and stood for questions.

Cindy Geison, Kuna resident, asked if the pool is just for the homeowners and how will children be supported for schools.

Mark Tate responded that the pool is only for residents.

Council Members deliberate on the case.

Motion To: Close Evidence presentation and proceed to deliberation

Motion By: Council Member McPherson

Motion Seconded: Council Member Bruce

Voting Aye: Biggs, Bruce, Laraway, McPherson

Voting No: None

Absent: None

Motion Passed: 4-0-0

Motion To: Approve Case No. 22-10-S (Preliminary Plat) with applicant subject to the conditions of the staff memo with edits incorporated by Doug Hanson, Planning & Zoning Director

Motion By: Council Member McPherson

Motion Seconded: Council Member Biggs

Voting Aye: Biggs, Bruce, Laraway, McPherson

Voting No:

Absent: None

Motion Passed: 4-0-0

7. Business Items:

(Timestamp 00:20:58)

- A. Consideration to approve Case No. 23-06-TE (Time Extension) Silver Trail No. 8 Final Plat – Jessica Reid, Associate Planner **ACTION ITEM**

Due to nationwide shortages of construction materials, unexpected delays in construction progress, rising interest rates and agency processing times, the Applicant request Time Extension approval for the Silver Trail No. 8 Final Plat.

Council Member Laraway asked if anything has been started.

Planning and Zoning Director Doug Hanson responded.

Marc Bybee explained what would happen if the Time Extension would be denied.

Motion To: Approve Case No. 23-06-TE (Time Extension) Silver Trail No. 8 Final Plat

Motion By: Council Member McPherson

Died due to lack of second

Motion To: Table Case No. 23-06-TE to a date certain of July 5th and direct staff to find out if it was part of the original LID Agreement.

Motion By: Council Member Bruce

Motion Seconded: Council Member Biggs

Voting Aye: McPherson, Biggs, Bruce, Laraway,

Voting No: None

Absent: None

Motion Passed: 4-0-0

B. Budget Workshop, Jared Empey, City Treasurer.
(Timestamp 00:32:47)

Jared Empey, City Treasurer reviewed the workshop and stood for questions.

C. Consideration and Ratification of Kuna Police Station Contingency funds. Chris Engels, City Clerk **ACTION ITEM**
(Timestamp 00:59:28)

Chris Engels, City Clerk reviewed the ratification request and stood for questions.

Motion To: Approve Ratification of Kuna Police Station Contingency funds

Motion By: Council Member McPherson

Motion Seconded: Council Member Laraway

Voting Aye: McPherson, Biggs, Bruce, Laraway,

Voting No: None

Absent: None

Motion Passed: 4-0-0

D. Consideration of Request from P & Z Commission for a Joint Meeting with Council, KSD and Planning and Zoning Commission. Staff suggests scheduling for August 17, 2023 at 6PM in the Council Chambers. Chris Engels, City Clerk **ACTION ITEM**
(Timestamp 01:02:44)

Chris Engels, City Clerk reviewed the request.

Motion To: Approve Request for a Joint Meeting with City Council and Planning and Zoning Commission

Motion By: Council Member McPherson

Motion Seconded: Council Member Biggs

Voting Aye: McPherson, Biggs, Bruce, Laraway,

Voting No: None

Absent: None

Motion Passed: 4-0-0

8. Ordinances:

9. Executive Session:

10. Mayor/Council Announcements:

Next meeting will be held on July 5, 2023 in observance of July 4, 2023.

Terra Tactile event went great.

11. Adjournment: 7:10

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

*Minutes prepared by Nathan Stanley, Deputy City Clerk
Date Approved: CCM 07.05.2023*

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.	204024530-00	15968	<u>SPRINKLER REPAIR PARTS AND FITTINGS FOR STOCK, R. HENZE, JUNE '23</u>	06/27/2023	107.28	.00	<u>21-6150 M & R - SYSTEM</u>	0	6/23		
Total 204024530-00:						107.28	.00					
Total 2M COMPANY, INC.:						107.28	.00					
ADECCO USA INC												
2217	ADECCO USA INC	71286333		<u>TEMPORARY POSITION, SECRETARY, NWWTP, JUN.'23</u>	06/12/2023	329.28	329.28	<u>20-6050 CONTRACT LAB0R</u>	0	6/23	06/16/2023	
2217	ADECCO USA INC	71286333		<u>TEMPORARY POSITION, SECRETARY, NWWTP, JUN.'23</u>	06/12/2023	329.28	329.28	<u>21-6050 CONTRACT LAB0R</u>	0	6/23	06/16/2023	
2217	ADECCO USA INC	71286333		<u>TEMPORARY POSITION, SECRETARY, NWWTP, JUN.'23</u>	06/12/2023	125.44	125.44	<u>25-6050 CONTRACT LAB0R</u>	0	6/23	06/16/2023	
Total 71286333:						784.00	784.00					
2217	ADECCO USA INC	71292997		<u>EMPLOYMENT SERVICES, SECRETARY, N. STAUFFER, JUNE. '23--WATER</u>	06/19/2023	329.28	329.28	<u>20-6050 CONTRACT LAB0R</u>	0	6/23	06/22/2023	
2217	ADECCO USA INC	71292997		<u>EMPLOYMENT SERVICES, SECRETARY, N. STAUFFER, JUNE. '23-SEWER</u>	06/19/2023	329.28	329.28	<u>21-6050 CONTRACT LAB0R</u>	0	6/23	06/22/2023	
2217	ADECCO USA INC	71292997		<u>EMPLOYMENT SERVICES, SECRETARY, N. STAUFFER, JUNE. '23-PI</u>	06/19/2023	125.44	125.44	<u>25-6050 CONTRACT LAB0R</u>	0	6/23	06/22/2023	
Total 71292997:						784.00	784.00					
Total ADECCO USA INC:						1,568.00	1,568.00					

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 6/16/2023-6/29/2023

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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
ADVANCED COMMUNICATIONS, INC.												
1566	ADVANCED COMMUNICATIONS, INC.	35988		<u>QUARTERLY MAINTENANCE CHARGES. 07/01/2023-09/30/2023-ADMIN</u>	06/01/2023	94.08	.00	01-6255 TELEPHONE	0	6/23		
1566	ADVANCED COMMUNICATIONS, INC.	35988		<u>QUARTERLY MAINTENANCE CHARGES. 07/01/2023-09/30/2023-WATER</u>	06/01/2023	87.36	.00	20-6255 TELEPHONE EXPENSE	0	6/23		
1566	ADVANCED COMMUNICATIONS, INC.	35988		<u>QUARTERLY MAINTENANCE CHARGES. 07/01/2023-09/30/2023-SEWER</u>	06/01/2023	87.36	.00	21-6255 TELEPHONE EXPENSE	0	6/23		
1566	ADVANCED COMMUNICATIONS, INC.	35988		<u>QUARTERLY MAINTENANCE CHARGES. 07/01/2023-09/30/2023-PI</u>	06/01/2023	33.60	.00	25-6255 TELEPHONE EXPENSE	0	6/23		
1566	ADVANCED COMMUNICATIONS, INC.	35988		<u>QUARTERLY MAINTENANCE CHARGES. 07/01/2023-09/30/2023-P&Z</u>	06/01/2023	33.60	.00	01-6255 TELEPHONE	1003	6/23		
Total 35988:						336.00	.00					
Total ADVANCED COMMUNICATIONS, INC.:						336.00	.00					
AMERICAN RAMP COMPANY												
2222	AMERICAN RAMP COMPANY	7900		<u>REPAIR RAMPS AND CORNER AT BMX TRACK FROM MUD RUN. J. LORENTZ. JUNE. '23</u>	06/13/2023	5,515.50	5,515.50	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	6/23	06/22/2023	
Total 7900:						5,515.50	5,515.50					
Total AMERICAN RAMP COMPANY:						5,515.50	5,515.50					
AUTOZONE, INC.												
1606	AUTOZONE, INC.	4126813409	15771	<u>SOCKET SET FOR THE SHOP. S.CAHILL. MAY'2023</u>	05/24/2023	29.99	29.99	01-6175 SMALL TOOLS	1004	6/23	06/16/2023	
Total 4126813409:						29.99	29.99					
Total AUTOZONE, INC.:						29.99	29.99					

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
BIG SKY RENTALS LLC												
1846	BIG SKY RENTALS LLC	12033	15656	<u>8 EACH LIGHT TOWERS FOR HOMETOWN FAIR. R. HENZE, MAY '23</u>	05/24/2023	1,200.00	1,200.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	0	6/23	06/16/2023	
Total 12033:						1,200.00	1,200.00					
Total BIG SKY RENTALS LLC:						1,200.00	1,200.00					
CENTURION ENGINEERS INC												
347	CENTURION ENGINEERS INC	7779		<u>STAKE BOXES CONNECTION DETAIL REVIEW FOR DANSKIN PRESSURE IRRIGATION BOOSTER STATION THROUGH 05/26/2023</u>	06/07/2023	1,185.00	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	1298	6/23		
Total 7779:						1,185.00	.00					
Total CENTURION ENGINEERS INC:						1,185.00	.00					
CENTURYLINK												
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO SCADA, 06/07-07/06/2023-WATER</u>	06/07/2023	27.12	27.12	<u>20-6255 TELEPHONE EXPENSE</u>	0	6/23	06/22/2023	
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO SCADA, 06/07-07/06/2023-SEWER</u>	06/07/2023	27.12	27.12	<u>21-6255 TELEPHONE EXPENSE</u>	0	6/23	06/22/2023	
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO SCADA, 06/07-07/06/2023-PI</u>	06/07/2023	10.32	10.32	<u>25-6255 TELEPHONE EXPENSE</u>	0	6/23	06/22/2023	
Total 2089229179548B06072023:						64.56	64.56					
Total CENTURYLINK:						64.56	64.56					
COASTLINE EQUIPMENT COMPANY												
1788	COASTLINE EQUIPMENT COMPANY	1029627		<u>HYDRAULIC OIL FOR EQUIPMENT, J. DURHAM, JUNE, '23</u>	06/23/2023	157.42	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	6/23		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 6/16/2023-6/29/2023

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Total 1029627:						157.42	.00					
1788	COASTLINE EQUIPMENT COMPANY	1030488		<u>LOADER RENTAL FOR ZAMZOWS PARK CONSTRUCTION, B. WITHROW, JUNE, '23</u>	06/26/2023	5,191.73	.00	50-6045 CONTINGENCY	1335	6/23		
Total 1030488:						5,191.73	.00					
1788	COASTLINE EQUIPMENT COMPANY	1031228		<u>CRAWLER DOZER RENTAL FOR ZAMZOWS PARK, B. WITHROW, JUNE, '23</u>	06/28/2023	6,896.93	.00	50-6045 CONTINGENCY	1335	6/23		
Total 1031228:						6,896.93	.00					
Total COASTLINE EQUIPMENT COMPANY:						12,246.08	.00					
CORE & MAIN LP												
63	CORE & MAIN LP	T000375	15843	<u>GASKETS AND BOLTS FOR SPLASH PAD, S. HOWELL, JUNE '23</u>	06/08/2023	63.32	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	6/23		
Total T000375:						63.32	.00					
Total CORE & MAIN LP:						63.32	.00					
CUSTOM ELECTRIC, INC.												
147	CUSTOM ELECTRIC, INC.	9129	15901	<u>CONDUIT BEFORE POURING CONCRETE FOR GENERATOR INSTALL, D. CROSSLEY, JUNE, '23</u>	06/15/2023	2,663.73	.00	20-6150 M & R - SYSTEM	0	6/23		
Total 9129:						2,663.73	.00					
147	CUSTOM ELECTRIC, INC.	9130	15901	<u>INSTALLED CONDUIT & CONDUCTORS AT DANSKIN WELL, D.CROSSLEY, JUN.'23</u>	06/15/2023	2,393.94	.00	20-6150 M & R - SYSTEM	0	6/23		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 9130:						2,393.94	.00					
147	CUSTOM ELECTRIC, INC.	9140	15937	<u>PROGRAMMING FOR CHANGES FOR THE BLOWERS AT PLANT, T. FLEMING, JUNE '23</u>	06/21/2023	315.00	.00	21-6150 M & R - SYSTEM	0	6/23		
Total 9140:						315.00	.00					
147	CUSTOM ELECTRIC, INC.	9141	15967	<u>DISCONNECT GENERATOR AT WELL #6 AND RELOCATE TO DANSKIN WELL HOUSE, D.CROSSLEY, JUN.'23</u>	06/26/2023	1,102.50	.00	20-6150 M & R - SYSTEM	0	6/23		
Total 9141:						1,102.50	.00					
Total CUSTOM ELECTRIC, INC.:						6,475.17	.00					
D & B SUPPLY												
75	D & B SUPPLY	2804	15884	<u>SAFETY WORK GLOVES, J.PEREZ, JUN.'23</u>	06/14/2023	31.98	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	6/23		
Total 2804:						31.98	.00					
75	D & B SUPPLY	30722	15909	<u>GALVANIZED TRASH CANS FOR REPLACEMENTS AT CITY PARKS, J.PEREZ, JUN.'23</u>	06/16/2023	85.96	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	6/23		
Total 30722:						85.96	.00					
75	D & B SUPPLY	3860	15918	<u>IMPACT DRIVER & WELDING PLIERS, S. HOWELL, JUNE '23</u>	06/19/2023	167.98	.00	01-6175 SMALL TOOLS	1004	6/23		
Total 3860:						167.98	.00					
75	D & B SUPPLY	4005	15922	<u>RATCHET STRAPS FOR TIE DOWN, B. REED, JUNE '23</u>	06/20/2023	31.58	.00	01-6175 SMALL TOOLS	1004	6/23		

City of Kuna

 Payment Approval Report - City Council Approval
 Report dates: 6/16/2023-6/29/2023

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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 4005:						31.58	.00					
75	D & B SUPPLY	4121	15925	<u>WORMS FOR RANGERS FISHING DAY, R. HENZE, JUNE '23</u>	06/21/2023	32.90	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	6/23		
Total 4121:						32.90	.00					
75	D & B SUPPLY	4194	15936	<u>PIPE SWING FOR IRRIGATION STOCK, D. ABBOTT, JUNE '23</u>	06/22/2023	39.98	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	6/23		
Total 4194:						39.98	.00					
75	D & B SUPPLY	4361	15950	<u>IMPACT DRIVER FOR FLEET, J. PEREZ, JUNE '23</u>	06/23/2023	74.99	.00	<u>01-6175 SMALL TOOLS</u>	0	6/23		
75	D & B SUPPLY	4361	15950	<u>IMPACT DRIVER FOR FLEET, J. PEREZ, JUNE '23-WATER</u>	06/23/2023	30.00	.00	<u>20-6175 SMALL TOOLS</u>	0	6/23		
75	D & B SUPPLY	4361	15950	<u>IMPACT DRIVER FOR FLEET, J. PEREZ, JUNE '23-SEWER</u>	06/23/2023	30.00	.00	<u>21-6175 SMALL TOOLS</u>	0	6/23		
75	D & B SUPPLY	4361	15950	<u>IMPACT DRIVER FOR FLEET, J. PEREZ, JUNE '23-PI</u>	06/23/2023	15.00	.00	<u>25-6175 SMALL TOOLS</u>	0	6/23		
75	D & B SUPPLY	4361	15950	<u>CHAINSAW & SCREWDRIWER SET, J. PEREZ, JUNE '23</u>	06/23/2023	304.78	.00	<u>01-6175 SMALL TOOLS</u>	1004	6/23		
Total 4361:						454.77	.00					
75	D & B SUPPLY	4794	15954	<u>HITCH FOR DAKOTA SPREADER, R. HENZE, JUNE '23</u>	06/26/2023	36.98	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	6/23		
Total 4794:						36.98	.00					
75	D & B SUPPLY	5111	15970	<u>3 RATCHET STRAPS, J. PEREZ, JUNE, 23</u>	06/28/2023	81.47	.00	<u>01-6175 SMALL TOOLS</u>	1004	6/23		

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Total 5111:						81.47	.00					
75	D & B SUPPLY	72344	15947	<u>NAILS FOR THE SHOP WALLS, J. ADAMS, JUNE '23</u>	06/22/2023	44.99	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	6/23		
Total 72344:						44.99	.00					
75	D & B SUPPLY	72978	15965	<u>POWER CONVERTOR, J. COX, JUNE. 23</u>	06/26/2023	42.99	.00	<u>20-6175 SMALL TOOLS</u>	0	6/23		
Total 72978:						42.99	.00					
75	D & B SUPPLY	96080	15942	<u>SPRINKLER NOZZLE FOR REPAIR, R. WARWICK, JUNE '23</u>	06/22/2023	2.79	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	6/23		
Total 96080:						2.79	.00					
75	D & B SUPPLY	96178	15949	<u>SPRAY GUN FOR SPRAYER ON GATOR, B. REED, JUNE '23</u>	06/23/2023	139.99	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	6/23		
Total 96178:						139.99	.00					
Total D & B SUPPLY:						1,194.36	.00					
DUBOIS CHEMICALS INC												
512	DUBOIS CHEMICALS INC	IN-30144215	15871	<u>1 TOTE OF CHLORINE, D.CROSSLEY, JUNE. '23</u>	06/16/2023	863.38	.00	<u>20-6151 M & R - PROCESS CHEMICALS</u>	0	6/23		
Total IN-30144215:						863.38	.00					
512	DUBOIS CHEMICALS INC	IN-30148988	15939	<u>4 BARRELS OF POLYMER, M. NADEAU, JUNE. '23</u>	06/28/2023	3,753.60	.00	<u>21-6151 M & R - PROCESS CHEMICALS</u>	0	6/23		

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Total IN-30148988:						3,753.60	.00					
Total DUBOIS CHEMICALS INC:						4,616.98	.00					
DYNA PARTS LLC												
2115	DYNA PARTS LLC	279836	15899	<u>ROCKER SWITCH FOR TRUCK 96, J. DURHAM, JUNE '23- WATER</u>	06/15/2023	5.25	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	6/23		
2115	DYNA PARTS LLC	279836	15899	<u>ROCKER SWITCH FOR TRUCK 96, J. DURHAM, JUNE '23- SEWER</u>	06/15/2023	5.25	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	6/23		
2115	DYNA PARTS LLC	279836	15899	<u>ROCKER SWITCH FOR TRUCK 96, J. DURHAM, JUNE '23- P.I</u>	06/15/2023	1.99	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	6/23		
2115	DYNA PARTS LLC	279836	15899	<u>FUEL HOSE FOR WATER DEPARTMENT TRUCK, J. DURHAM, JUNE '23- WATER</u>	06/15/2023	52.79	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	6/23		
2115	DYNA PARTS LLC	279836	15899	<u>FUEL HOSE FOR WATER DEPARTMENT TRUCK, J. DURHAM, JUNE '23- P.I</u>	06/15/2023	13.20	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	6/23		
Total 279836:						78.48	.00					
2115	DYNA PARTS LLC	279887	15904	<u>ELECTRICAL CONNECTORS FOR FLEET INVENTORY, J.DURHAM, JUN.'23- ADMIN</u>	06/16/2023	13.98	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	6/23		
2115	DYNA PARTS LLC	279887	15904	<u>ELECTRICAL CONNECTORS FOR FLEET INVENTORY, J.DURHAM, JUN.'23- WATER</u>	06/16/2023	5.59	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	6/23		
2115	DYNA PARTS LLC	279887	15904	<u>ELECTRICAL CONNECTORS FOR FLEET INVENTORY, J.DURHAM, JUN.'23- SEWER</u>	06/16/2023	5.59	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	6/23		
2115	DYNA PARTS LLC	279887	15904	<u>ELECTRICAL CONNECTORS FOR FLEET INVENTORY, J.DURHAM, JUN.'23- P.I</u>	06/16/2023	2.79	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	6/23		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 279887:						27.95	.00					
2115	DYNA PARTS LLC	280006	15888	<u>A/C COMPRESSOR FOR TRUCK #96, J. DURHAM- WATER</u>	06/19/2023	148.48	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	6/23		
2115	DYNA PARTS LLC	280006	15888	<u>A/C COMPRESSOR FOR TRUCK #96, J. DURHAM- SEWER</u>	06/19/2023	148.48	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	6/23		
2115	DYNA PARTS LLC	280006	15888	<u>A/C COMPRESSOR FOR TRUCK #96, J. DURHAM- P.I</u>	06/19/2023	56.56	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	6/23		
2115	DYNA PARTS LLC	280006		<u>CORE BATTERY DEPOSIT, J. DURHAM, JUNE '23- WATER</u>	06/19/2023	21.00	.00	<u>20-6097 DEPOSITS ON ACCOUNT</u>	0	6/23		
2115	DYNA PARTS LLC	280006		<u>CORE BATTERY DEPOSIT, J. DURHAM, JUNE '23- SEWER</u>	06/19/2023	21.00	.00	<u>21-6097 DEPOSITS ON ACCOUNT</u>	0	6/23		
2115	DYNA PARTS LLC	280006		<u>CORE BATTERY DEPOSIT, J. DURHAM, JUNE '23- P.I</u>	06/19/2023	8.00	.00	<u>25-6097 DEPOSITS ON ACCOUNT</u>	0	6/23		
Total 280006:						403.52	.00					
2115	DYNA PARTS LLC	280029	15916	<u>SERPATINE BELT FOR TRUCK 96, J. DURHAM, JUNE '23- WATER</u>	06/19/2023	13.56	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	6/23		
2115	DYNA PARTS LLC	280029	15916	<u>SERPATINE BELT FOR TRUCK 96, J. DURHAM, JUNE '23- SEWER</u>	06/19/2023	13.56	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	6/23		
2115	DYNA PARTS LLC	280029	15916	<u>SERPATINE BELT FOR TRUCK 96, J. DURHAM, JUNE '23- P.I</u>	06/19/2023	5.17	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	6/23		
Total 280029:						32.29	.00					
2115	DYNA PARTS LLC	280046	15919	<u>4 EACH 2.5 GALLONS DEF. J.BOSTON, JUN.'23</u>	06/19/2023	59.96	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	6/23		

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Total 280046:						59.96	.00					
2115	DYNA PARTS LLC	280196	15931	<u>BRAKE PADS FOR SEWER TRUCK # 05, J. DURHAM, JUNE '23</u>	06/21/2023	141.96	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	6/23		
Total 280196:						141.96	.00					
2115	DYNA PARTS LLC	280266		<u>BRAKE PAD FOR SEWER TRUCK RETURN ON INVOICE 280196, JUNE '23</u>	06/22/2023	-79.80	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	6/23		
Total 280266:						-79.80	.00					
2115	DYNA PARTS LLC	280268		<u>CORE DEPOSIT CREDIT/RETURN ON INVOICE 280006, JUNE '23- WATER</u>	06/22/2023	-21.00	.00	<u>20-6097 DEPOSITS ON ACCOUNT</u>	0	6/23		
2115	DYNA PARTS LLC	280268		<u>CORE DEPOSIT CREDIT/RETURN ON INVOICE 280006, JUNE '23- SEWER</u>	06/22/2023	-21.00	.00	<u>21-6097 DEPOSITS ON ACCOUNT</u>	0	6/23		
2115	DYNA PARTS LLC	280268		<u>CORE DEPOSIT CREDIT/RETURN ON INVOICE 280006, JUNE '23- P.I</u>	06/22/2023	-8.00	.00	<u>25-6097 DEPOSITS ON ACCOUNT</u>	0	6/23		
Total 280268:						-50.00	.00					
2115	DYNA PARTS LLC	280431	15952	<u>BATTERY FOR PARKS DAKOTA SPREADER, R. HENZE, JUNE '23</u>	06/26/2023	50.37	.00	<u>01-6142 MAINT. & REPAIR- EQUIPMENT</u>	1004	6/23		
2115	DYNA PARTS LLC	280431		<u>ONE EACH CORE BATTERY FOR PARKS DAKOTA SPREADER, JUNE '23</u>	06/26/2023	10.80	.00	<u>01-6097 DEPOSITS ON ACCOUNT</u>	1004	6/23		
2115	DYNA PARTS LLC	280431		<u>REFUND/CREDIT CORE DEPOSIT ON INVOICE 280431, JUNE '23</u>	06/26/2023	-10.80	.00	<u>01-6097 DEPOSITS ON ACCOUNT</u>	1004	6/23		

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Total 280431:						50.37	.00					
2115	DYNA PARTS LLC	280437	15956	<u>HITCH SLEEVE FOR STEVE H. TRUCK, J. DURHAM, JUNE '23-ADMIN</u>	06/26/2023	46.99	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	6/23		
2115	DYNA PARTS LLC	280437	15956	<u>HITCH SLEEVE FOR STEVE H. TRUCK, J. DURHAM, JUNE '23-WATER</u>	06/26/2023	18.80	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	6/23		
2115	DYNA PARTS LLC	280437	15956	<u>HITCH SLEEVE FOR STEVE H. TRUCK, J. DURHAM, JUNE '23-SEWER</u>	06/26/2023	18.80	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	6/23		
2115	DYNA PARTS LLC	280437	15956	<u>HITCH SLEEVE FOR STEVE H. TRUCK, J. DURHAM, JUNE '23-P.I</u>	06/26/2023	9.39	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	6/23		
2115	DYNA PARTS LLC	280437		<u>ONE EACH CORE BATTERY DEPOSIT REFUND/CREDIT ON INVOICE 268601 - ADMIN</u>	06/26/2023	-13.50	.00	<u>01-6097 DEPOSITS ON ACCOUNT</u>	0	6/23		
2115	DYNA PARTS LLC	280437		<u>ONE EACH CORE BATTERY DEPOSIT REFUND/CREDIT ON INVOICE 268601 - WATER</u>	06/26/2023	-5.40	.00	<u>20-6097 DEPOSITS ON ACCOUNT</u>	0	6/23		
2115	DYNA PARTS LLC	280437		<u>ONE EACH CORE BATTERY DEPOSIT REFUND/CREDIT ON INVOICE 268601 - SEWER</u>	06/26/2023	-5.40	.00	<u>21-6097 DEPOSITS ON ACCOUNT</u>	0	6/23		
2115	DYNA PARTS LLC	280437		<u>ONE EACH CORE BATTERY DEPOSIT REFUND/CREDIT ON INVOICE 268601 - P.I</u>	06/26/2023	-2.70	.00	<u>25-6097 DEPOSITS ON ACCOUNT</u>	0	6/23		
2115	DYNA PARTS LLC	280437		<u>ONE EACH CORE BATTERY DEPOSIT REFUND/CREDIT ON INVOICE 201507 - ADMIN</u>	06/26/2023	-9.00	.00	<u>01-6097 DEPOSITS ON ACCOUNT</u>	0	6/23		
2115	DYNA PARTS LLC	280437		<u>ONE EACH CORE BATTERY DEPOSIT REFUND/CREDIT ON INVOICE 201507 - WATER</u>	06/26/2023	-3.60	.00	<u>20-6097 DEPOSITS ON ACCOUNT</u>	0	6/23		
2115	DYNA PARTS LLC	280437		<u>ONE EACH CORE BATTERY DEPOSIT REFUND/CREDIT ON INVOICE 201507 - SEWER</u>	06/26/2023	-3.60	.00	<u>21-6097 DEPOSITS ON ACCOUNT</u>	0	6/23		

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				<u>WATER</u>	06/28/2023	21.58	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	6/23		
2115	DYNA PARTS LLC	280610		<u>BRAKE CLEANER FOR FLEET SHOP, J DURHAM, JUNE '23- SEWER</u>	06/28/2023	21.58	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	6/23		
2115	DYNA PARTS LLC	280610		<u>BRAKE CLEANER FOR FLEET SHOP, J DURHAM, JUNE '23- P.I</u>	06/28/2023	10.78	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	6/23		
2115	DYNA PARTS LLC	280610		<u>CREDIT/RETURN ON INVOICE 280437, JUNE '23- ADMIN</u>	06/28/2023	-17.00	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	6/23		
2115	DYNA PARTS LLC	280610		<u>CREDIT/RETURN ON INVOICE 280437, JUNE '23- WATER</u>	06/28/2023	-6.80	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	6/23		
2115	DYNA PARTS LLC	280610		<u>CREDIT/RETURN ON INVOICE 280437, JUNE '23- SEWER</u>	06/28/2023	-6.80	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	6/23		
2115	DYNA PARTS LLC	280610		<u>CREDIT/RETURN ON INVOICE 280437, JUNE '23- P.I</u>	06/28/2023	-3.39	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	6/23		
2115	DYNA PARTS LLC	280610		<u>CREDIT/RETURN ON INVOICE 280462, JUNE '23- ADMIN</u>	06/28/2023	-18.00	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	6/23		
2115	DYNA PARTS LLC	280610		<u>CREDIT/RETURN ON INVOICE 280462, JUNE '23- WATER</u>	06/28/2023	-7.20	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	6/23		
2115	DYNA PARTS LLC	280610		<u>CREDIT/RETURN ON INVOICE 280462, JUNE '23- SEWER</u>	06/28/2023	-7.20	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	6/23		
2115	DYNA PARTS LLC	280610		<u>CREDIT/RETURN ON INVOICE 280462, JUNE '23- P.I</u>	06/28/2023	-3.59	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	6/23		
Total 280610:						58.07	.00					

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Total DYNA PARTS LLC:						981.30	.00					
ELAM & BURKE												
796	ELAM & BURKE	202642		<u>LEGAL SERVICES, EAST KUNA PLAN, MAY. '23</u>	05/31/2023	25.00	.00	52-6202 PROFESSIONAL SERVICES	0	6/23		
Total 202642:						25.00	.00					
Total ELAM & BURKE:						25.00	.00					
EMMALENE BECK												
2236	EMMALENE BECK	06222023FE		<u>PERFORMANCE FOR ART ATTACK 2023, S. JONES, JUNE, '23</u>	06/22/2023	300.00	300.00	01-6135 PUBLIC ENTERTAINMENT	1004	6/23	06/22/2023	
Total 06222023FE:						300.00	300.00					
Total EMMALENE BECK:						300.00	300.00					
FERGUSON ENTERPRISES INC												
219	FERGUSON ENTERPRISES INC	0858330	15894	<u>ITEMS FOR GRAVITY IRRIGATION REPAIR, J. OSBORN, JUNE '23</u>	06/15/2023	107.36	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	6/23		
Total 0858330:						107.36	.00					
Total FERGUSON ENTERPRISES INC:						107.36	.00					
FILMTEC CORPORATION												
2103	FILMTEC CORPORATION	950943649		<u>2 SERVICE TECHS 10 DAYS ON SITE PLUS TRAVEL AND EXPENSES, MEMBRANE WORK, FEB. '23</u>	02/07/2023	41,920.00	41,920.00	21-6020 CAPITAL IMPROVEMENTS	1284	6/23	06/16/2023	
Total 950943649:						41,920.00	41,920.00					
Total FILMTEC CORPORATION:						41,920.00	41,920.00					

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FLYNN BEC LP												
2220	FLYNN BEC LP	103602	15668	REPAIR PART OF THE SENIOR CENTER ROOF. B. WITHROW, MAY, '23	06/19/2023	33,000.00	.00	40-6020 CAPITAL IMPROVEMENTS	1339	6/23		
Total 103602:						33,000.00	.00					
Total FLYNN BEC LP:						33,000.00	.00					
FREUND PROPERTIES LLC												
2014	FREUND PROPERTIES LLC	6779		CITY COUNCIL TECH SERVICES, JUN.'23 - ADMIN	06/08/2023	228.00	228.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	6/23	06/16/2023	
2014	FREUND PROPERTIES LLC	6779		CITY COUNCIL TECH SERVICES, JUN.'23 - WATER	06/08/2023	156.00	156.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	6/23	06/16/2023	
2014	FREUND PROPERTIES LLC	6779		CITY COUNCIL TECH SERVICES, JUN.'23 - SEWER	06/08/2023	156.00	156.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	6/23	06/16/2023	
2014	FREUND PROPERTIES LLC	6779		CITY COUNCIL TECH SERVICES, JUN.'23 - P.I	06/08/2023	60.00	60.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	6/23	06/16/2023	
Total 6779:						600.00	600.00					
2014	FREUND PROPERTIES LLC	6826		DESKTOP COMPUTER, M.STEAR, JUN.'23 - ADMIN	06/14/2023	254.33	254.33	01-6141 IT SMALL EQUIPMENT	0	6/23	06/16/2023	
2014	FREUND PROPERTIES LLC	6826		DESKTOP COMPUTER, M.STEAR, JUN.'23 - WATER	06/14/2023	335.71	335.71	20-6141 IT SMALL EQUIPMENT	0	6/23	06/16/2023	
2014	FREUND PROPERTIES LLC	6826		DESKTOP COMPUTER, M.STEAR, JUN.'23 - SEWER	06/14/2023	335.71	335.71	21-6141 IT SMALL EQUIPMENT	0	6/23	06/16/2023	
2014	FREUND PROPERTIES LLC	6826		DESKTOP COMPUTER, M.STEAR, JUN.'23 - P.I	06/14/2023	91.56	91.56	25-6141 IT SMALL EQUIPMENT	0	6/23	06/16/2023	
Total 6826:						1,017.31	1,017.31					

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2014	FREUND PROPERTIES LLC	6827		<u>NEW COMPUTERS INSTALLED FOR D.STEPHENS AND M.WEBB, JUN.'23 - ADMIN</u>	06/14/2023	508.66	508.66	01-6141 IT SMALL EQUIPMENT	0	6/23	06/16/2023	
2014	FREUND PROPERTIES LLC	6827		<u>NEW COMPUTERS INSTALLED FOR D.STEPHENS AND M.WEBB, JUN.'23 -WATER</u>	06/14/2023	671.42	671.42	20-6141 IT SMALL EQUIPMENT	0	6/23	06/16/2023	
2014	FREUND PROPERTIES LLC	6827		<u>NEW COMPUTERS INSTALLED FOR D.STEPHENS AND M.WEBB, JUN.'23 - SEWER</u>	06/14/2023	671.42	671.42	21-6141 IT SMALL EQUIPMENT	0	6/23	06/16/2023	
2014	FREUND PROPERTIES LLC	6827		<u>NEW COMPUTERS INSTALLED FOR D.STEPHENS AND M.WEBB, JUN.'23 - P.I</u>	06/14/2023	183.12	183.12	25-6141 IT SMALL EQUIPMENT	0	6/23	06/16/2023	
Total 6827:						2,034.62	2,034.62					
Total FREUND PROPERTIES LLC:						3,651.93	3,651.93					
H.D. FOWLER COMPANY												
1552	H.D. FOWLER COMPANY	16420786	15866	<u>SPRINKLER PARTS FOR BERNIE FISHER PARKS, J. PEREZ, JUNE '23</u>	06/12/2023	89.70	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	6/23		
Total 16420786:						89.70	.00					
1552	H.D. FOWLER COMPANY	16423321	15878	<u>PIPE AND PVC CAPS FOR ZAMZOWS PARK B. VILLANUEVA, JUNE '23</u>	06/14/2023	619.72	.00	50-6045 CONTINGENCY	1335	6/23		
Total 16423321:						619.72	.00					
1552	H.D. FOWLER COMPANY	16428031	15832	<u>IRRIGATION REPAIR AT WINCHESTER PARK, J. PEREZ, JUNE '23</u>	06/20/2023	2,179.94	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	6/23		
Total 16428031:						2,179.94	.00					
1552	H.D. FOWLER COMPANY	16431582	15943	<u>FITTING PIPE FOR STOCK AT DANSKIN LIFT STATION, D. ABBOTT, JUNE '23</u>	06/22/2023	1,026.89	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	0	6/23		

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Total I6431582:						1,026.89	.00					
Total H.D. FOWLER COMPANY:						3,916.25	.00					
HD SUPPLY INC												
265	HD SUPPLY INC	INV00039085	15858	AMMONIA TESTERS FOR SEWER. M. WEBB, JUNE '23	06/09/2023	182.98	.00	21-6151 M & R - PROCESS CHEMICALS	0	6/23		
Total INV00039085:						182.98	.00					
Total HD SUPPLY INC:						182.98	.00					
HDR ENGINEERING INC												
1646	HDR ENGINEERING INC	1200529901		WATER SYSTEM MASTER PLAN, 5/7-6/3/2023 - WATER	06/13/2023	4,021.57	4,021.57	20-6045 CONTINGENCY	0	6/23	06/16/2023	
1646	HDR ENGINEERING INC	1200529901		WATER SYSTEM MASTER PLAN, 5/7-6/3/2023 - P.I	06/13/2023	1,005.39	1,005.39	25-6045 CONTINGENCY FUND	0	6/23	06/16/2023	
Total 1200529901:						5,026.96	5,026.96					
Total HDR ENGINEERING INC:						5,026.96	5,026.96					
HEIDI MCMASTER												
2237	HEIDI MCMASTER	06222023SN		PERFORMANCE FOR ART ATTACK 2023, S. JONES, JUNE '23	06/22/2023	600.00	600.00	01-6135 PUBLIC ENTERTAINMENT	1004	7/23	06/22/2023	
Total 06222023SN:						600.00	600.00					
Total HEIDI MCMASTER:						600.00	600.00					
HOLLADAY ENGINEERING CO												
1990	HOLLADAY ENGINEERING CO	48823		WELL #6 CONSTRUCTION PHASE KU22-0416, FOR SERVICES THROUGH 4/30	05/11/2023	2,878.75	2,878.75	20-6020 CAPITAL IMPROVEMENTS	0	6/23	06/16/2023	

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Total 48823:						2,878.75	2,878.75					
Total HOLLADAY ENGINEERING CO:						2,878.75	2,878.75					
ICON ENTERPRISES, INC.												
1631	ICON ENTERPRISES, INC.	259794		<u>MUNICODE FULL SERVICE CODE ONLINE, 06/01/2023-06/30/2024-ADMIN</u>	06/01/2023	225.00	.00	01-6052 CONTRACT SERVICES	0	6/23		
1631	ICON ENTERPRISES, INC.	259794		<u>MUNICODE FULL SERVICE CODE ONLINE, 06/01/2023-06/30/2024-WATER</u>	06/01/2023	297.00	.00	20-6052 CONTRACT SERVICES	0	6/23		
1631	ICON ENTERPRISES, INC.	259794		<u>MUNICODE FULL SERVICE CODE ONLINE, 06/01/2023-06/30/2024-SEWER</u>	06/01/2023	297.00	.00	21-6052 CONTRACT SERVICES	0	6/23		
1631	ICON ENTERPRISES, INC.	259794		<u>MUNICODE FULL SERVICE CODE ONLINE, 06/01/2023-06/30/2024-PI</u>	06/01/2023	81.00	.00	25-6052 CONTRACT SERVICES	0	6/23		
Total 259794:						900.00	.00					
1631	ICON ENTERPRISES, INC.	263531		<u>WEBSITE DEPARTMENT HEADER ANNUAL FEE FOR HOSTING AND SUPPORT, 06/21/2023-06/20/2024</u>	06/21/2023	940.20	.00	01-6052 CONTRACT SERVICES	4000	6/23		
Total 263531:						940.20	.00					
Total ICON ENTERPRISES, INC.:						1,840.20	.00					
IDAHO POWER CO												
38	IDAHO POWER CO	06022023I		<u>ELECTRIC SERVICE, MAY 2023 - STREET LIGHTS</u>	06/02/2023	4,884.41	4,884.41	01-6290 UTILITIES	1002	6/23	06/16/2023	
Total 06022023I:						4,884.41	4,884.41					
38	IDAHO POWER CO	06222023IP		<u>ELECTRIC SERVICE 05/13-06/13/2023-STREETS</u>	06/22/2023	2,102.35	2,102.35	01-6290 UTILITIES	1002	6/23	06/22/2023	

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 06222023IP:						2,102.35	2,102.35					
Total IDAHO POWER CO:						6,986.76	6,986.76					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	35288	15853	<u>AD# 384808, LEGAL PUBLIC NOTICE, CASE NO. 22-16-AN, 1922 WARDELL RD T, BEHUNIN, JUNE, '23</u>	06/14/2023	37.38	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	6/23		
Total 35288:						37.38	.00					
1802	IDAHO PRESS TRIBUNE, LLC	35442	15903	<u>AD# 387484, LEGAL PUBLIC NOTICE, CASE NOS. 23-04-SUP, KUNA BATTERY STORAGE, J. REID, JUNE, '23</u>	06/21/2023	36.64	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	6/23		
Total 35442:						36.64	.00					
1802	IDAHO PRESS TRIBUNE, LLC	35443	15891	<u>AD# 387486, LEGAL PUBLIC NOTICE, CASE NOS. 22-05-PUD, 22-07-ZC, 22-15-S & 22-08-SUP, GALLICA HEIGHTS, T, BEHUNIN, JUNE '23</u>	06/21/2023	42.56	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	6/23		
Total 35443:						42.56	.00					
1802	IDAHO PRESS TRIBUNE, LLC	35622	15960	<u>AD# 391712, LEGAL PUBLIC NOTICE, CASE NOS. 23-01-ZC & 23-02-S, ARROW POINTE PLAZA, T, BEHUNIN, JUNE '23</u>	06/28/2023	41.82	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	6/23		
Total 35622:						41.82	.00					
1802	IDAHO PRESS TRIBUNE, LLC	35623	15961	<u>AD# 391719, LEGAL PUBLIC NOTICE, CASE NOS. 21-14-AN & 21-10-S HAZELCREST ESTATES, T, BEHUNIN, JUNE '23</u>	06/28/2023	39.60	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	6/23		

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Total 35623:						39.60	.00					
Total IDAHO PRESS TRIBUNE, LLC:						198.00	.00					
IDAHO STATE POLICE												
1509	IDAHO STATE POLICE	06162023IDSP		<u>NEW EMPLOYEE BACKGROUND CHECK, S23119819, S. FISHER, JUNE, '23</u>	06/16/2023	10.00	.00	<u>21-5950 TEAM BUILDING, ONBOARDING</u>	0	6/23		
Total 06162023IDSP:						10.00	.00					
Total IDAHO STATE POLICE:						10.00	.00					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	482195000060		<u>NATURAL GAS CONSUMPTION AT NWWTP, 5/4-6/6/2023 - WATER</u>	06/07/2023	70.92	70.92	<u>20-6290 UTILITIES EXPENSE</u>	0	6/23	06/16/2023	
37	INTERMOUNTAIN GAS CO	482195000060		<u>NATURAL GAS CONSUMPTION AT NWWTP, 5/4-6/6/2023 - SEWER</u>	06/07/2023	70.92	70.92	<u>21-6290 UTILITIES EXPENSE</u>	0	6/23	06/16/2023	
37	INTERMOUNTAIN GAS CO	482195000060		<u>NATURAL GAS CONSUMPTION AT NWWTP, 5/4-6/6/2023 - P.I</u>	06/07/2023	27.01	27.01	<u>25-6290 UTILITIES EXPENSE</u>	0	6/23	06/16/2023	
Total 48219500006072023:						168.85	168.85					
Total INTERMOUNTAIN GAS CO:						168.85	168.85					
INTERSTATE ALL BATTERY CENTER												
434	INTERSTATE ALL BATTERY CENTER	190210101554	15876	<u>2 BATTERIES FOR PEAK ALARM SYSTEM AT PROCESS BUILDING, M. NADEAU, JUNE, '23</u>	06/13/2023	119.40	.00	<u>21-6150 M & R - SYSTEM</u>	0	6/23		
Total 1902101015543:						119.40	.00					
Total INTERSTATE ALL BATTERY CENTER:						119.40	.00					

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IRMINGER CONSTRUCTION												
188	IRMINGER CONSTRUCTION	4152		HUBBARD REHAB. SET NEW PUMP, ADJUSTED RAILS, SET ELECTRICAL CONTROLS, AND POURED CONCRETE SLAB, T.FLEMING, JUN.'23	06/07/2023	15,655.00	15,655.00	21-6020 CAPITAL IMPROVEMENTS	0	6/23	06/16/2023	
Total 4152:						15,655.00	15,655.00					
Total IRMINGER CONSTRUCTION:						15,655.00	15,655.00					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	06092023-061		SANITATION RECEIPT TRANSFER, 06/09-06/15/2023	06/16/2023	166,667.42	166,667.42	26-7000 SOLID WASTE SERVICE FEES	0	6/23	06/16/2023	
230	J & M SANITATION, INC.	06092023-061		SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 06/09-06/15/2023	06/16/2023	-16,466.75	-16,466.75	01-4170 FRANCHISE FEES	0	6/23	06/16/2023	
Total 06092023-06152023:						150,200.67	150,200.67					
230	J & M SANITATION, INC.	06162023-062		SANITATION RECEIPT TRANSFER, 06/16-06/21/2023	06/22/2023	31,446.44	31,446.44	26-7000 SOLID WASTE SERVICE FEES	0	6/23	06/22/2023	
230	J & M SANITATION, INC.	06162023-062		SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 06/16-06/21/2023	06/22/2023	-3,106.91	-3,106.91	01-4170 FRANCHISE FEES	0	6/23	06/22/2023	
Total 06162023-06212023:						28,339.53	28,339.53					
Total J & M SANITATION, INC.:						178,540.20	178,540.20					
KELLER ASSOCIATES, INC.												
429	KELLER ASSOCIATES, INC.	0231533		PROFESSIONAL SERVICES FROM 5/7-6/3/2023, SWAN FALLS RRFB CROSSING	06/03/2023	3,750.00	3,750.00	40-6020 CAPITAL IMPROVEMENTS	1126	6/23	06/16/2023	
Total 0231533:						3,750.00	3,750.00					

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429	KELLER ASSOCIATES, INC.	0231576		<u>PROFESSIONAL SERVICES FROM 05/07-06/03/2023.- WASTEWATER SYSTEM MASTER PLAN UPDATE</u>	06/03/2023	17,995.00	.00	<u>21-6045 CONTINGENCY</u>	1314	6/23		
Total 0231576:						17,995.00	.00					
Total KELLER ASSOCIATES, INC.:						21,745.00	3,750.00					
KENDALL FORD OF MERIDIAN LLC												
1616	KENDALL FORD OF MERIDIAN LLC	RN27984		<u>2023 FORD ESCAPE-LOCATER VEHICLE, SERIAL# 1FMCU9GN8PUA34757, MAY. '23 -WATER</u>	05/12/2023	14,212.48	14,212.48	<u>20-6166 PP&E PURCHASES OPERATIONS</u>	1338	6/23	06/22/2023	
1616	KENDALL FORD OF MERIDIAN LLC	RN27984		<u>2023 FORD ESCAPE-LOCATER VEHICLE, SERIAL# 1FMCU9GN8PUA34757, MAY. '23 -SEWER</u>	05/12/2023	14,212.48	14,212.48	<u>21-6166 PP&E PURCHASES - OPERATIONS</u>	1338	6/23	06/22/2023	
1616	KENDALL FORD OF MERIDIAN LLC	RN27984		<u>2023 FORD ESCAPE-LOCATER VEHICLE, SERIAL# 1FMCU9GN8PUA34757, MAY. '23 -PI</u>	05/12/2023	5,414.27	5,414.27	<u>25-6166 PP&E PURCHASES - OPERATIONS</u>	1338	6/23	06/22/2023	
Total RN27984:						33,839.23	33,839.23					
Total KENDALL FORD OF MERIDIAN LLC:						33,839.23	33,839.23					
KM ENGINEERING LLP												
2174	KM ENGINEERING LLP	22-219-05		<u>MASON CREEK SEWER PHASE NO.1, PROJECT 22-219, INVOICE CUTOFF DATE 06/10/2023</u>	06/22/2023	1,990.00	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1299	6/23		
Total 22-219-05:						1,990.00	.00					
2174	KM ENGINEERING LLP	23-034-04		<u>MASON CREEK GRAVITY SEWER TRUNK PHASE NO 2, PROJECT 23-034, INVOICE CUTOFF DATE 06/10/2023</u>	06/23/2023	4,650.00	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1299	6/23		

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Total 23-034-04:						4,650.00	.00					
Total KM ENGINEERING LLP:						6,640.00	.00					
KUNA LUMBER												
499	KUNA LUMBER	A136549	15887	<u>2 6X12 WOOD PIECES FOR BERNIE FISHER GAZEBO, J. PEREZ, JUNE '23</u>	06/15/2023	33.98	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	6/23		
Total A136549:						33.98	.00					
499	KUNA LUMBER	A136554	15890	<u>3 PVC COUPLINGS FOR BERNIE FISHER MAIN BREAK, J. PEREZ, JUN '23</u>	06/15/2023	203.37	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	6/23		
Total A136554:						203.37	.00					
499	KUNA LUMBER	A136557	15893	<u>PVC COUPLINGS FOR LINE BREAK AT BERNIE FISHER, S. CAHILL, JUNE '23</u>	06/15/2023	7.73	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	6/23		
Total A136557:						7.73	.00					
499	KUNA LUMBER	A136567	15897	<u>PAINT FOR GRAFFITI UNDER BRIDGE, S. CAHILL, JUNE '23</u>	06/15/2023	34.33	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	6/23		
Total A136567:						34.33	.00					
499	KUNA LUMBER	A136628	15913	<u>CLAMPS FOR IRRIGATION PIPE, D. ABBOTT, JUNE '23</u>	06/19/2023	21.99	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	6/23		
Total A136628:						21.99	.00					
499	KUNA LUMBER	A136631	15915	<u>SPRINKLER PARTS FOR REPAIR AT BALL PARK, JUN '23</u>	06/19/2023	8.74	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	6/23		

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Total A136631:						8.74	.00					
499	KUNA LUMBER	A136684	15932	<u>HOSE TO FIX RV DUMP. R. HENZE, JUNE '23</u>	06/21/2023	13.47	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	6/23		
Total A136684:						13.47	.00					
499	KUNA LUMBER	A136786	15964	<u>IRRIGATION FITTINGS, J. WEBB, JUNE, '23</u>	06/26/2023	20.55	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	6/23		
Total A136786:						20.55	.00					
499	KUNA LUMBER	B172108	15811	<u>FITTINGS AND NIPPLE FOR BALLFIELD SPRINKLER, J.PEREZ, JUN.'23</u>	06/01/2023	96.97	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	6/23		
Total B172108:						96.97	.00					
499	KUNA LUMBER	B172364	15867	<u>POLY INSERT PLUG & PVC MXF BUSHING, R. J.PEREZ, JUN.'23</u>	06/12/2023	6.73	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	6/23		
Total B172364:						6.73	.00					
499	KUNA LUMBER	B172441	15886	<u>1 EA ADAPTER & 1 EA CLAMP, R.WARWICK, JUN.'23</u>	06/14/2023	2.77	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	6/23		
Total B172441:						2.77	.00					
499	KUNA LUMBER	B172449	15887	<u>RETURN 2 6X12 WOOD PIECES FOR BERNIE FISHER GAZEBO, J. PEREZ, JUNE '23</u>	06/15/2023	-33.98	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	6/23		
499	KUNA LUMBER	B172449	15887	<u>2 6X12 STD/BTR WOOD PIECES FOR BERNIE FISHER GAZEBO, J. PEREZ, JUNE '23</u>	06/15/2023	23.38	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	6/23		

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Total B172449:						-10.60	.00					
499	KUNA LUMBER	B172471	15895	<u>SCRUB BRUSHES, J.PEREZ, JUNE. '23</u>	06/15/2023	25.18	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	6/23		
Total B172471:						25.18	.00					
499	KUNA LUMBER	B172641	15928	<u>LUMBER FOR B. WITHROW WALL IN THE PARKS SHOP, J. ADAMS, JUNE. '23</u>	06/21/2023	403.67	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	6/23		
Total B172641:						403.67	.00					
499	KUNA LUMBER	B172663	15934	<u>SPRINKLER PARTS FOR DANSKIN WELL, J.MORFIN, JUN.'23</u>	06/21/2023	183.53	.00	<u>20-6150 M & R - SYSTEM</u>	0	6/23		
Total B172663:						183.53	.00					
499	KUNA LUMBER	B172682	15941	<u>2 EA PUTTY KNIVES FOR CLEANING MOWERS, S. CAHILL, JUNE '23</u>	06/22/2023	20.68	.00	<u>01-6175 SMALL TOOLS</u>	1004	6/23		
Total B172682:						20.68	.00					
499	KUNA LUMBER	B172684	15945	<u>SPRINKLER PARTS FOR THE FARM, J.BOSTON, JUN.'23</u>	06/22/2023	73.67	.00	<u>21-6090 FARM EXPENDITURES</u>	0	6/23		
Total B172684:						73.67	.00					
Total KUNA LUMBER:						1,146.76	.00					
LOCAHAN LLC												
1619	LOCAHAN LLC	AR1186932		<u>CONTRACT LEASE CHARGE, MODEL #IMC4500LT & SERIAL #3122R790389, JUNE. '23</u>	06/20/2023	433.94	.00	<u>01-6212 RENT-EQUIPMENT</u>	0	6/23		

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				<u>SERIAL# C509P900318, 05/01-05/31/2023-PI</u>	06/20/2023	6.28	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	6/23		
Total AR1186933:						110.40	.00					
1619	LOCAHAN LLC	AR1186934		<u>CONTRACT LEASE CHARGE, MODEL#MX2651, SERIAL #03012172, JUNE, '23</u>	06/20/2023	95.55	.00	<u>20-6212 RENT - EQUIPMENT</u>	0	6/23		
1619	LOCAHAN LLC	AR1186934		<u>CONTRACT OVERAGE CHARGES, MODEL#MX2651, SERIAL #03012172, 05/01-05/31/2023-WATER</u>	06/20/2023	49.09	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	6/23		
1619	LOCAHAN LLC	AR1186934		<u>CONTRACT OVERAGE CHARGES, MODEL#MX2651, SERIAL #03012172, 05/01-05/31/2023-SEWER</u>	06/20/2023	49.09	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	6/23		
1619	LOCAHAN LLC	AR1186934		<u>CONTRACT OVERAGE CHARGES, MODEL#MX2651, SERIAL #03012172, 05/01-05/31/2023--PI</u>	06/20/2023	18.70	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	6/23		
Total AR1186934:						212.43	.00					
Total LOCAHAN LLC:						917.92	.00					
MASON & ASSOCIATES INC												
2128	MASON & ASSOCIATES INC	15886		<u>KUNA WELL NO. 12 CONNECTOR DESIGN, SET WATER STAKES, COORDINATE CALCULATIONS, D. CROSSLEY, JUNE, '23</u>	06/08/2023	278.00	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1275	6/23		
Total 15886:						278.00	.00					
Total MASON & ASSOCIATES INC:						278.00	.00					
METROQUIP, INC.												
196	METROQUIP, INC.	P21551	15882	<u>NOZZLE AND GASKETS TO CLEAN BASINS AT PLANT, T.FLEMING, JUN.'23</u>	06/14/2023	337.52	.00	<u>21-6150 M & R- SYSTEM</u>	0	6/23		

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Total P21551:						337.52	.00					
Total METROQUIP, INC.:						337.52	.00					
MICHAEL A MONTAG												
2226	MICHAEL A MONTAG	06222023MC		<u>STAGE FOR ART ATTACK 2023, S. JONES, JUNE, '23</u>	06/22/2023	1,430.00	1,430.00	01-6135 PUBLIC ENTERTAINMENT	1004	6/23	06/22/2023	
Total 06222023MC:						1,430.00	1,430.00					
Total MICHAEL A MONTAG:						1,430.00	1,430.00					
MISCELLANEOUS #2												
1849	MISCELLANEOUS #2	06122023MB		<u>LICENSE AGREEMENT FOR USE OF REAL PROPERTY</u>	06/12/2023	1,500.00	1,500.00	20-2201 ESCHEAT PAYABLE	0	6/23	06/16/2023	
Total 06122023MB:						1,500.00	1,500.00					
1849	MISCELLANEOUS #2	06142023JP		<u>REFUND OF BENEFITS OVERDRAW, J.PEREZ, JUN.'23</u>	06/14/2023	280.56	280.56	01-6160 MISCELLANEOUS EXPENSES	0	6/23	06/16/2023	
Total 06142023JP:						280.56	280.56					
1849	MISCELLANEOUS #2	06142023JR		<u>REFUND OF BENEFITS OVERDRAW, J. REID, JUN.'23</u>	06/14/2023	280.56	280.56	01-6160 MISCELLANEOUS EXPENSES	0	6/23	06/16/2023	
Total 06142023JR:						280.56	280.56					
1849	MISCELLANEOUS #2	06142023RS		<u>LANDSCAPING BOND RELEASE, RISING SUN 3, R05-2023</u>	06/14/2023	182,398.75	182,398.75	30-2080 DEVELOPER DEPOSITS	0	6/23	06/16/2023	
Total 06142023RS:						182,398.75	182,398.75					

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1849	MISCELLANEOUS #2	06222023CS		<u>PERFORMANCE FOR ART ATTACK, S. JONES, JUNE, '23</u>	06/22/2023	600.00	600.00	01-6135 PUBLIC ENTERTAINMENT	1004	6/23	06/22/2023	
Total 06222023CS:						600.00	600.00					
Total MISCELLANEOUS #2:						185,059.87	185,059.87					
NISHIT KRUSE NANDANKAR												
2235	NISHIT KRUSE NANDANKAR	06222023NI		<u>PERFORMANCE FOR ART ATTACK 2023, S. JONES, JUNE, '23</u>	06/22/2023	700.00	700.00	01-6135 PUBLIC ENTERTAINMENT	1004	6/23	06/22/2023	
Total 06222023NI:						700.00	700.00					
Total NISHIT KRUSE NANDANKAR:						700.00	700.00					
O'REILLY AUTO ENTERPRISES LLC												
2121	O'REILLY AUTO ENTERPRISES LLC	5841-299838	15889	<u>A/C KIT FOR TRUCK #96, J. DURHAM, JUNE'23- WATER</u>	06/15/2023	32.50	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	6/23		
2121	O'REILLY AUTO ENTERPRISES LLC	5841-299838	15889	<u>A/C KIT FOR TRUCK #96, J. DURHAM, JUNE'23- SEWER</u>	06/15/2023	32.50	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	6/23		
2121	O'REILLY AUTO ENTERPRISES LLC	5841-299838	15889	<u>A/C KIT FOR TRUCK #96, J. DURHAM, JUNE'23- P.I</u>	06/15/2023	12.38	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	6/23		
Total 5841-299838:						77.38	.00					
Total O'REILLY AUTO ENTERPRISES LLC:						77.38	.00					
PACIFIC STEEL												
584	PACIFIC STEEL	8406051	15940	<u>METAL POSTS TO MAKE RESERVATION HOLDERS FOR PARKS, S. HOWELL, JUNE '23</u>	06/22/2023	53.82	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	6/23		
Total 8406051:						53.82	.00					

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Total PACIFIC STEEL:						53.82	.00					
PRUSIK CONSTRUCTION LLC												
2214	PRUSIK CONSTRUCTION LLC	1532		<u>PAYMENT FOR POLICE STATION CLAIMANT'S JOB #23-001, FOURTH INSTALLMENT, JUNE '23</u>	06/26/2023	249,470.06	.00	<u>01-6045 CONTINGENCY</u>	1318	6/23		
Total 1532:						249,470.06	.00					
Total PRUSIK CONSTRUCTION LLC:						249,470.06	.00					
SAFEBUILT LLC												
2173	SAFEBUILT LLC	0095804-IN		<u>BUILDING, MECHANICAL, & ENERGY CODE INSPECTIONS, 01/03-01/26/23</u>	01/31/2023	1,258.75	1,258.75	<u>01-6052 CONTRACT SERVICES</u>	1005	6/23	06/22/2023	
2173	SAFEBUILT LLC	0095804-IN		<u>META, BUILDING, MECHANICAL, & ENERGY CODE INSPECTIONS, 01/19-01/30/23</u>	01/31/2023	332.50	332.50	<u>01-6052 CONTRACT SERVICES</u>	1005	6/23	06/22/2023	
Total 0095804-IN:						1,591.25	1,591.25					
2173	SAFEBUILT LLC	0095806-IN		<u>META, 6990 W KUNA MORA RD, NEW COMMERCIAL STRUCTURAL ENGINEERING REVIEWS, 01/27/23</u>	01/31/2023	200.00	200.00	<u>01-6052 CONTRACT SERVICES</u>	1005	6/23	06/22/2023	
Total 0095806-IN:						200.00	200.00					
2173	SAFEBUILT LLC	0095824-IN		<u>META, 15977 S CURTIS RD PERMIT# 35067, PLAN REVIEW SERVICES 01/23/23</u>	01/31/2023	550.00	550.00	<u>01-6052 CONTRACT SERVICES</u>	1005	6/23	06/22/2023	
2173	SAFEBUILT LLC	0095824-IN		<u>META, 1097 S JACKSONMILL AVE PERIT # 35664, PLAN REVIEW SERVICES 01/27/23</u>	01/31/2023	300.00	300.00	<u>01-6052 CONTRACT SERVICES</u>	1005	6/23	06/22/2023	
2173	SAFEBUILT LLC	0095824-IN		<u>META, 6990 W KUNA MORA RD PERMIT # 35763, PLAN REVIEW SERIVCES 01/16-19/23</u>	01/31/2023	925.00	925.00	<u>01-6052 CONTRACT SERVICES</u>	1005	6/23	06/22/2023	

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Total 0095824-IN:						1,775.00	1,775.00					
Total SAFEBUILT LLC:						3,566.25	3,566.25					
SEID CRANE SERVICE, INC												
1766	SEID CRANE SERVICE, INC	18645	15959	<u>MOVE GENERATOR FROM WELL #6 TO DANSKIN, R.JONES, C.MERRITT</u>	06/26/2023	340.00	.00	<u>20-6150 M & R - SYSTEM</u>	0	6/23		
Total 18645:						340.00	.00					
Total SEID CRANE SERVICE, INC:						340.00	.00					
SOUTHWEST OFFICE SUPPLY INC												
2213	SOUTHWEST OFFICE SUPPLY INC	OE-45562-1	15905	<u>3 CASES PAPER TOWELS FOR TREATMENT PLANT C, MERRITT, JUNE '23- WATER</u>	06/19/2023	111.08	.00	<u>20-6025 JANITORIAL</u>	0	6/23		
2213	SOUTHWEST OFFICE SUPPLY INC	OE-45562-1	15905	<u>3 CASES PAPER TOWELS FOR TREATMENT PLANT C, MERRITT, JUNE '23- SEWER</u>	06/19/2023	111.08	.00	<u>21-6025 JANITORIAL</u>	0	6/23		
2213	SOUTHWEST OFFICE SUPPLY INC	OE-45562-1		<u>3 CASES PAPER TOWELS FOR TREATMENT PLANT C, MERRITT, JUNE '23- P.I</u>	06/19/2023	42.32	.00	<u>25-6025 JANITORIAL</u>	0	6/23		
Total OE-45562-1:						264.48	.00					
2213	SOUTHWEST OFFICE SUPPLY INC	OE-45562-2		<u>2 CASES TOILET PAPER FOR TREATMENT PLANT C, MERRITT, JUNE '23- WATER</u>	06/20/2023	101.00	.00	<u>20-6025 JANITORIAL</u>	0	6/23		
2213	SOUTHWEST OFFICE SUPPLY INC	OE-45562-2		<u>2 CASES TOILET PAPER FOR TREATMENT PLANT C, MERRITT, JUNE '23- SEWER</u>	06/20/2023	101.00	.00	<u>21-6025 JANITORIAL</u>	0	6/23		
2213	SOUTHWEST OFFICE SUPPLY INC	OE-45562-2		<u>2 CASES TOILET PAPER FOR TREATMENT PLANT C, MERRITT, JUNE '23- P.I</u>	06/20/2023	38.48	.00	<u>25-6025 JANITORIAL</u>	0	6/23		

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Total OE-45562-2:						240.48	.00					
2213	SOUTHWEST OFFICE SUPPLY INC	OE-45568-1		<u>1 BOX CAN LINERS FOR TREATMENT PLANT, C. MERRITT, JUNE '23- WATER</u>	06/19/2023	21.89	.00	<u>20-6025 JANITORIAL</u>	0	6/23		
2213	SOUTHWEST OFFICE SUPPLY INC	OE-45568-1		<u>1 BOX CAN LINERS FOR TREATMENT PLANT, C. MERRITT, JUNE '23- SEWER</u>	06/19/2023	21.89	.00	<u>21-6025 JANITORIAL</u>	0	6/23		
2213	SOUTHWEST OFFICE SUPPLY INC	OE-45568-1		<u>1 BOX CAN LINERS FOR TREATMENT PLANT, C. MERRITT, JUNE '23- P.I</u>	06/19/2023	8.35	.00	<u>25-6025 JANITORIAL</u>	0	6/23		
Total OE-45568-1:						52.13	.00					
2213	SOUTHWEST OFFICE SUPPLY INC	OE-45568-2		<u>ONE BOX BLACK TRASH BAGS FOR TREATMENT PLANT, C. MERRITT, JUNE '23- WATER</u>	06/20/2023	27.46	.00	<u>20-6025 JANITORIAL</u>	0	6/23		
2213	SOUTHWEST OFFICE SUPPLY INC	OE-45568-2		<u>ONE BOX BLACK TRASH BAGS FOR TREATMENT PLANT, C. MERRITT, JUNE '23- SEWER</u>	06/20/2023	27.46	.00	<u>21-6025 JANITORIAL</u>	0	6/23		
2213	SOUTHWEST OFFICE SUPPLY INC	OE-45568-2		<u>ONE BOX BLACK TRASH BAGS FOR TREATMENT PLANT, C. MERRITT, JUNE '23- P.I</u>	06/20/2023	10.47	.00	<u>25-6025 JANITORIAL</u>	0	6/23		
Total OE-45568-2:						65.39	.00					
2213	SOUTHWEST OFFICE SUPPLY INC	WO-132345-1	15857	<u>PENS, COPY PAPER AND BATTERIES AND HIGHLIGHTERS, C. MERRITT, JUNE, '23- ADMIN</u>	06/12/2023	69.33	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	6/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-132345-1	15857	<u>PENS, COPY PAPER AND BATTERIES AND HIGHLIGHTERS, C. MERRITT, JUNE, '23- WATER</u>	06/12/2023	47.44	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	6/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-132345-1	15857	<u>PENS, COPY PAPER AND BATTERIES AND HIGHLIGHTERS, C. MERRITT, JUNE, '23- SEWER</u>	06/12/2023	47.44	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	6/23		

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2213	SOUTHWEST OFFICE SUPPLY INC	WO-132345-1	15857	<u>PENS, COPY PAPER AND BATTERIES AND HIGHLIGHTERS, C. MERRITT, JUNE, '23- P.I</u>	06/12/2023	18.25	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	6/23		
Total WO-132345-1:						182.46	.00					
2213	SOUTHWEST OFFICE SUPPLY INC	WO-132345-2	15857	<u>ONE EACH 3 PACK CLICK ERASERS, C. MERRITT, JUNE, '23- ADMIN</u>	06/14/2023	2.47	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	6/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-132345-2	15857	<u>ONE EACH 3 PACK CLICK ERASERS, C. MERRITT, JUNE, '23- WATER</u>	06/14/2023	1.69	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	6/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-132345-2	15857	<u>ONE EACH 3 PACK CLICK ERASERS, C. MERRITT, JUNE, '23- SEWER</u>	06/14/2023	1.69	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	6/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-132345-2	15857	<u>ONE EACH 3 PACK CLICK ERASERS, C. MERRITT, JUNE, '23- P.I</u>	06/14/2023	.64	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	6/23		
Total WO-132345-2:						6.49	.00					
Total SOUTHWEST OFFICE SUPPLY INC:						811.43	.00					
ST. LUKE'S HEALTH SYSTEM												
1441	ST. LUKE'S HEALTH SYSTEM	2628219		<u>EMPLOYEE VACCINATION & IMMUNIZATIONS, ACCT #472394718, FOR U. RAMIREZ TALAVERA, JUNE '23</u>	06/09/2023	167.47	167.47	<u>21-5950 TEAM BUILDING, ONBOARDING</u>	0	6/23	06/22/2023	
Total 2628219:						167.47	167.47					
Total ST. LUKE'S HEALTH SYSTEM:						167.47	167.47					
SUNROC CORPORATION												
1826	SUNROC CORPORATION	41234790	15807	<u>TRACK OUT ROCK FOR ZAMZOWS PARK, S. JONES, JUNE '23</u>	06/05/2023	1,705.98	.00	<u>50-6045 CONTINGENCY</u>	1335	6/23		

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Total 41234790:						1,705.98	.00					
1826	SUNROC CORPORATION	41235603		<u>PIT RUN FOR ZAMZOWS PARK, S. JONES, JUNE '23</u>	06/06/2023	3,475.52	.00	<u>50-6045 CONTINGENCY</u>	1335	6/23		
Total 41235603:						3,475.52	.00					
1826	SUNROC CORPORATION	41236810		<u>PIT RUN FOR ZAMZOWS PARK, S. JONES, JUNE'23</u>	06/08/2023	4,770.85	.00	<u>50-6045 CONTINGENCY</u>	1335	6/23		
Total 41236810:						4,770.85	.00					
1826	SUNROC CORPORATION	41239742	15929	<u>794.46 TONS PIT RUN FOR ZAMZOW PARK, B. VILLANUEVA, JUNE '23</u>	06/15/2023	6,188.37	.00	<u>50-6045 CONTINGENCY</u>	1335	6/23		
Total 41239742:						6,188.37	.00					
1826	SUNROC CORPORATION	41239743		<u>280.32 TONS 3/4 INCH ROAD MIX FOR ZAMZOWS PARK, JUNE '23</u>	06/15/2023	3,389.97	.00	<u>50-6045 CONTINGENCY</u>	1335	6/23		
Total 41239743:						3,389.97	.00					
Total SUNROC CORPORATION:						19,530.69	.00					
SWANK MOTION PICTURES INC												
1877	SWANK MOTION PICTURES INC	DB 3403775	15454	<u>MOVIES IN THE PARK, APR'23, HARRY AND THE HENDERSON 06/16-06/16/23</u>	06/14/2023	450.00	450.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	6/23	06/22/2023	
Total DB 3403775:						450.00	450.00					
1877	SWANK MOTION PICTURES INC	DB 3407875	15454	<u>MOVIES IN THE PARK, APR'23, TOP GUN MAVERICK, 06/23- 06/23/23</u>	06/21/2023	480.00	480.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	6/23	06/22/2023	

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Total DB 3407875:						480.00	480.00					
Total SWANK MOTION PICTURES INC:						930.00	930.00					
TATES RENTS, INC.												
59	TATES RENTS, INC.	1743308-5	15920	<u>PIPE PULLER FOR BERNIE FISHER PARK IRRIGATION REPAIR, J.PEREZ, JUN.'23</u>	06/20/2023	294.56	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	6/23		
Total 1743308-5:						294.56	.00					
Total TATES RENTS, INC.:						294.56	.00					
TECHNOLOGY SOLUTIONS LLC												
1823	TECHNOLOGY SOLUTIONS LLC	4658	15831	<u>WIRING FOR PARKS OFFICE REMODEL, A. BILLINGS, JUNE '23</u>	06/13/2023	1,971.13	1,971.13	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	6/23	06/16/2023	
Total 4658:						1,971.13	1,971.13					
Total TECHNOLOGY SOLUTIONS LLC:						1,971.13	1,971.13					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:09366115	15907	<u>5 EACH 5 GALLON WATER BOTTLES AND ONE EACH COOLER RENTAL FOR NEW SHOP, J. DURHAM, JUNE. '23</u>	06/16/2023	44.50	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	6/23		
Total 2160:09366115:						44.50	.00					
992	TREASURE VALLEY COFFEE	2160:09366133	15906	<u>5 EA 5-GALLON WATER BOTTLES AND 2 EACH COOLER RENTAL, CITY HALL, JUN.'23- ADMIN</u>	06/16/2023	22.61	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	6/23		
992	TREASURE VALLEY COFFEE	2160:09366133	15906	<u>5 EA 5-GALLON WATER BOTTLES AND 2 EACH COOLER RENTAL, CITY HALL, JUN.'23- WATER</u>	06/16/2023	15.47	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	6/23		

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992	TREASURE VALLEY COFFEE	2160:09366133	15906	5 EA 5-GALLON WATER BOTTLES AND 2 EACH COOLER RENTAL, CITY HALL, JUN.'23- SEWER	06/16/2023	15.47	.00	21-6165 OFFICE SUPPLIES	0	6/23		
992	TREASURE VALLEY COFFEE	2160:09366133	15906	5 EA 5-GALLON WATER BOTTLES AND 2 EACH COOLER RENTAL, CITY HALL, JUN.'23- P.I	06/16/2023	5.95	.00	25-6165 OFFICE SUPPLIES	0	6/23		
Total 2160:09366133:						59.50	.00					
992	TREASURE VALLEY COFFEE	2160:09366150	15902	10 EACH 5 GALLON WATER BOTTLES, ONE EACH COOLER RENTAL, ONE CASE COFFEE, AND 3 EACH CANISTERS COFFEE CREAMER FOR TREATMENT PLANT, D. CROSSLEY, JUN.'23- WATER	06/16/2023	58.77	.00	20-6165 OFFICE SUPPLIES	0	6/23		
992	TREASURE VALLEY COFFEE	2160:09366150	15902	10 EACH 5 GALLON WATER BOTTLES, ONE EACH COOLER RENTAL, ONE CASE COFFEE, AND 3 EACH CANISTERS COFFEE CREAMER FOR TREATMENT PLANT, D. CROSSLEY, JUN.'23- SEWER	06/16/2023	58.77	.00	21-6165 OFFICE SUPPLIES	0	6/23		
992	TREASURE VALLEY COFFEE	2160:09366150	15902	10 EACH 5 GALLON WATER BOTTLES, ONE EACH COOLER RENTAL, ONE CASE COFFEE, AND 3 EACH CANISTERS COFFEE CREAMER FOR TREATMENT PLANT, D. CROSSLEY, JUN.'23 - P.I	06/16/2023	22.38	.00	25-6165 OFFICE SUPPLIES	0	6/23		
Total 2160:09366150:						139.92	.00					
992	TREASURE VALLEY COFFEE	2160:09411420	15908	3 EACH 5 GALLON WATER BOTTLES FOR PARKS OFFICE, J. LORENTZ, JUNE. '23	06/16/2023	20.10	.00	01-6165 OFFICE SUPPLIES	1004	6/23		

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Total 2160:09411420:						20.10	.00					
Total TREASURE VALLEY COFFEE:						264.02	.00					
ULTIMATE HEATING & AIR, INC.												
1538	ULTIMATE HEATING & AIR, INC.	23-20516	14393	<u>RTU INSTALL FOR SEGO PRAIRIE, M.WEBB, SEPT.'22</u>	03/31/2023	14,365.00	14,365.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	6/23	06/22/2023	
Total 23-20516:						14,365.00	14,365.00					
Total ULTIMATE HEATING & AIR, INC.:						14,365.00	14,365.00					
UTILITY REFUND #16												
2231	UTILITY REFUND #16	100590.01A		<u>GENE LIMBAUGH, 761 W SUNWOOD CT, UTILITY REFUND</u>	06/22/2023	107.82	.00	<u>20-4500 METERED WATER SALES</u>	0	6/23		
Total 100590.01A:						107.82	.00					
2231	UTILITY REFUND #16	142021.00		<u>MERLIN POINTE LLC, 321 S ADVENTURE WAY, UTILITY REFUND</u>	06/16/2023	87.46	.00	<u>20-4500 METERED WATER SALES</u>	0	6/23		
2231	UTILITY REFUND #16	142021.00		<u>MERLIN POINTE LLC, 321 S ADVENTURE WAY, UTILITY REFUND</u>	06/16/2023	86.20	.00	<u>21-4600 SEWER USER FEES</u>	0	6/23		
Total 142021.00:						173.66	.00					
2231	UTILITY REFUND #16	180980.03		<u>LARRY E RATLIFF, 1367 N TASAVOL AVE, UTILITY REFUND</u>	06/22/2023	177.52	.00	<u>20-4500 METERED WATER SALES</u>	0	6/23		
Total 180980.03:						177.52	.00					
2231	UTILITY REFUND #16	201555.02		<u>LEXEY NETIZEL, 2342 N ALCORN PL, UTILITY REFUND</u>	06/14/2023	128.66	.00	<u>20-4500 METERED WATER SALES</u>	0	6/23		

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2231	UTILITY REFUND #16	201555.02		<u>LEXEY NETIZEL, 2342 N ALCORN PL, UTILITY REFUND</u>	06/14/2023	45.05	.00	<u>21-4600 SEWER USER FEES</u>	0	6/23		
2231	UTILITY REFUND #16	201555.02		<u>LEXEY NETIZEL, 2342 N ALCORN PL, UTILITY REFUND</u>	06/14/2023	42.47	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	6/23		
Total 201555.02:						216.18	.00					
2231	UTILITY REFUND #16	221923.00		<u>HUBBLE HOMES, 1265 S THREAVE AVE, UTILITY REFUND</u>	06/06/2023	5.55	.00	<u>20-4500 METERED WATER SALES</u>	0	6/23		
2231	UTILITY REFUND #16	221923.00		<u>HUBBLE HOMES, 1265 S THREAVE AVE, UTILITY REFUND</u>	06/06/2023	3.48	.00	<u>21-4600 SEWER USER FEES</u>	0	6/23		
Total 221923.00:						9.03	.00					
2231	UTILITY REFUND #16	221937.00		<u>HUBBLE HOMES, 1251 S WISTON AVE, UTILITY REFUND</u>	06/08/2023	114.57	.00	<u>20-4500 METERED WATER SALES</u>	0	6/23		
2231	UTILITY REFUND #16	221937.00		<u>HUBBLE HOMES, 1251 S WISTON AVE, UTILITY REFUND</u>	06/08/2023	35.94	.00	<u>21-4600 SEWER USER FEES</u>	0	6/23		
Total 221937.00:						150.51	.00					
2231	UTILITY REFUND #16	242016.00		<u>BILTMORE COMPANY LLC, 1919 E THEA DR, UTILITY REFUND</u>	06/06/2023	46.33	.00	<u>20-4500 METERED WATER SALES</u>	0	6/23		
2231	UTILITY REFUND #16	242016.00		<u>BILTMORE COMPANY LLC, 1919 E THEA DR, UTILITY REFUND</u>	06/06/2023	32.03	.00	<u>21-4600 SEWER USER FEES</u>	0	6/23		
Total 242016.00:						78.36	.00					
2231	UTILITY REFUND #16	242029.00		<u>TH CONSTRUCTION LLC, 260 S SUNNIVA AVE, UTILITY REFUND</u>	06/06/2023	98.54	.00	<u>20-4500 METERED WATER SALES</u>	0	6/23		
2231	UTILITY REFUND #16	242029.00		<u>TH CONSTRUCTION LLC, 260 S SUNNIVA AVE, UTILITY REFUND</u>	06/06/2023	24.68	.00	<u>21-4600 SEWER USER FEES</u>	0	6/23		

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Total 242029.00:						123.22	.00					
2231	UTILITY REFUND #16	268463.01		<u>JADIE KOEHLER, 1511 N RHODAMINE PL, UTILITY REFUND</u>	06/23/2023	47.29	.00	<u>20-4500 METERED WATER SALES</u>	0	6/23		
2231	UTILITY REFUND #16	268463.01		<u>JADIE KOEHLER, 1511 N RHODAMINE PL, UTILITY REFUND</u>	06/23/2023	45.39	.00	<u>21-4600 SEWER USER FEES</u>	0	6/23		
2231	UTILITY REFUND #16	268463.01		<u>JADIE KOEHLER, 1511 N RHODAMINE PL, UTILITY REFUND</u>	06/23/2023	34.36	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	6/23		
Total 268463.01:						127.04	.00					
2231	UTILITY REFUND #16	281006.01		<u>JAMES LEDSTROM, 1488 W CERULEAN ST, UTILITY REFUND</u>	06/21/2023	46.79	.00	<u>20-4500 METERED WATER SALES</u>	0	6/23		
2231	UTILITY REFUND #16	281006.01		<u>JAMES LEDSTROM, 1488 W CERULEAN ST, UTILITY REFUND</u>	06/21/2023	54.83	.00	<u>21-4600 SEWER USER FEES</u>	0	6/23		
2231	UTILITY REFUND #16	281006.01		<u>JAMES LEDSTROM, 1488 W CERULEAN ST, UTILITY REFUND</u>	06/21/2023	34.61	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	6/23		
Total 281006.01:						136.23	.00					
2231	UTILITY REFUND #16	292172.00A		<u>CBH, 2249 W MINVERVA ST, UTILITY REFUND</u>	06/22/2023	70.77	.00	<u>20-4500 METERED WATER SALES</u>	0	6/23		
Total 292172.00A:						70.77	.00					
2231	UTILITY REFUND #16	292173.00A		<u>CBH, 2231 W MINVERVA ST, UTILITY REFUND</u>	06/22/2023	70.77	.00	<u>20-4500 METERED WATER SALES</u>	0	6/23		
Total 292173.00A:						70.77	.00					

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2231	UTILITY REFUND #16	293279.00A		<u>CBH, 6504 S DEDICATION WAY, UTILITY REFUND</u>	06/22/2023	70.77	.00	<u>20-4500 METERED WATER SALES</u>	0	6/23		
Total 293279.00A:						70.77	.00					
2231	UTILITY REFUND #16	302137.03		<u>JAMES PERSING, 1046 E ANDES DR, UTILITY REFUND</u>	06/15/2023	37.18	.00	<u>20-4500 METERED WATER SALES</u>	0	6/23		
2231	UTILITY REFUND #16	302137.03		<u>JAMES PERSING, 1046 E ANDES DR, UTILITY REFUND</u>	06/15/2023	41.83	.00	<u>21-4600 SEWER USER FEES</u>	0	6/23		
2231	UTILITY REFUND #16	302137.03		<u>JAMES PERSING, 1046 E ANDES DR, UTILITY REFUND</u>	06/15/2023	29.98	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	6/23		
Total 302137.03:						108.99	.00					
2231	UTILITY REFUND #16	304633.00		<u>CBH, 2929 N NEW MORNING AVE, UTILITY REFUND</u>	06/15/2023	81.71	.00	<u>20-4500 METERED WATER SALES</u>	0	6/23		
2231	UTILITY REFUND #16	304633.00		<u>CBH, 2929 N NEW MORNING AVE, UTILITY REFUND</u>	06/15/2023	3.45	.00	<u>21-4600 SEWER USER FEES</u>	0	6/23		
Total 304633.00:						85.16	.00					
2231	UTILITY REFUND #16	304634.00		<u>CBH, 2903 N NEW MORNING AVE, UTILITY REFUND</u>	06/02/2023	68.88	.00	<u>20-4500 METERED WATER SALES</u>	0	6/23		
Total 304634.00:						68.88	.00					
2231	UTILITY REFUND #16	304635.00		<u>CBH, 2425 E WHISPER WIND DR, UTILITY REFUND</u>	06/13/2023	88.71	.00	<u>20-4500 METERED WATER SALES</u>	0	6/23		
2231	UTILITY REFUND #16	304635.00		<u>CBH, 2425 E WHISPER WIND DR, UTILITY REFUND</u>	06/13/2023	10.52	.00	<u>21-4600 SEWER USER FEES</u>	0	6/23		
Total 304635.00:						99.23	.00					
2231	UTILITY REFUND #16	304638.00		<u>CBH, 2455 E WHISPER WIND DR, UTILITY REFUND</u>	06/13/2023	71.16	.00	<u>20-4500 METERED WATER SALES</u>	0	6/23		

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Total 304638.00:						71.16	.00					
2231	UTILITY REFUND #16	330061.01		<u>ZANE B HARDIN, 1762 N SNOWFIELD PL, UTILITY REFUND</u>	06/15/2023	41.11	.00	<u>20-4500 METERED WATER SALES</u>	0	6/23		
2231	UTILITY REFUND #16	330061.01		<u>ZANE B HARDIN, 1762 N SNOWFIELD PL, UTILITY REFUND</u>	06/15/2023	48.06	.00	<u>21-4600 SEWER USER FEES</u>	0	6/23		
2231	UTILITY REFUND #16	330061.01		<u>ZANE B HARDIN, 1762 N SNOWFIELD PL, UTILITY REFUND</u>	06/15/2023	33.70	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	6/23		
Total 330061.01:						122.87	.00					
2231	UTILITY REFUND #16	330314.01		<u>GREGORY KYLE BILLS, 2116 N THORNDALE AVE, UTILITY REFUND</u>	06/19/2023	35.39	.00	<u>20-4500 METERED WATER SALES</u>	0	6/23		
2231	UTILITY REFUND #16	330314.01		<u>GREGORY KYLE BILLS, 2116 N THORNDALE AVE, UTILITY REFUND</u>	06/19/2023	39.15	.00	<u>21-4600 SEWER USER FEES</u>	0	6/23		
2231	UTILITY REFUND #16	330314.01		<u>GREGORY KYLE BILLS, 2116 N THORNDALE AVE, UTILITY REFUND</u>	06/19/2023	27.03	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	6/23		
Total 330314.01:						101.57	.00					
2231	UTILITY REFUND #16	340030.02A		<u>BRIAN STILES, 6905 S BIRCH CREEK AVE, UTILITY REFUND</u>	06/22/2023	67.73	.00	<u>20-4500 METERED WATER SALES</u>	0	6/23		
Total 340030.02A:						67.73	.00					
2231	UTILITY REFUND #16	340069.02		<u>GABRIEL CHRISTIE, 1468 W MALAD RIVER ST, UTILITY REFUND</u>	06/21/2023	35.50	.00	<u>20-4500 METERED WATER SALES</u>	0	6/23		
2231	UTILITY REFUND #16	340069.02		<u>GABRIEL CHRISTIE, 1468 W MALAD RIVER ST, UTILITY REFUND</u>	06/21/2023	40.97	.00	<u>21-4600 SEWER USER FEES</u>	0	6/23		

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2231	UTILITY REFUND #16	340069.02		<u>GABRIEL CHRISTIE, 1468 W MALAD RIVER ST, UTILITY REFUND</u>	06/21/2023	27.64	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	6/23		
Total 340069.02:						104.11	.00					
2231	UTILITY REFUND #16	341075.00		<u>CBH, 3493 W EARLY LIGHT DR, UTILITY REFUND</u>	06/06/2023	107.52	.00	<u>20-4500 METERED WATER SALES</u>	0	6/23		
2231	UTILITY REFUND #16	341075.00		<u>CBH, 3493 W EARLY LIGHT DR, UTILITY REFUND</u>	06/06/2023	33.95	.00	<u>21-4600 SEWER USER FEES</u>	0	6/23		
Total 341075.00:						141.47	.00					
2231	UTILITY REFUND #16	341125.00		<u>CBH, 3524 W EARLY LIGHT DR, UTILITY REFUND</u>	06/16/2023	79.48	.00	<u>20-4500 METERED WATER SALES</u>	0	6/23		
Total 341125.00:						79.48	.00					
2231	UTILITY REFUND #16	360021.00		<u>SHALC GC INC, 11865 W BRAVERY LN, UTILITY REFUND</u>	06/05/2023	78.17	.00	<u>20-4500 METERED WATER SALES</u>	0	6/23		
2231	UTILITY REFUND #16	360021.00		<u>SHALC GC INC, 11865 W BRAVERY LN, UTILITY REFUND</u>	06/05/2023	44.40	.00	<u>21-4600 SEWER USER FEES</u>	0	6/23		
Total 360021.00:						122.57	.00					
2231	UTILITY REFUND #16	360022.01		<u>BUYER ACCEPTED LLC, 11881 W BRAVERY LN, UTILITY REFUND</u>	06/16/2023	23.33	.00	<u>20-4500 METERED WATER SALES</u>	0	6/23		
2231	UTILITY REFUND #16	360022.01		<u>BUYER ACCEPTED LLC, 11881 W BRAVERY LN, UTILITY REFUND</u>	06/16/2023	26.91	.00	<u>21-4600 SEWER USER FEES</u>	0	6/23		
2231	UTILITY REFUND #16	360022.01		<u>BUYER ACCEPTED LLC, 11881 W BRAVERY LN, UTILITY REFUND</u>	06/16/2023	18.66	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	6/23		

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Total 360022.01:						68.90	.00					
2231	UTILITY REFUND #16	360133.00		<u>SHEA HOMES, 11938 S GLORY LN, UTILITY REFUND</u>	06/05/2023	78.35	.00	<u>20-4500 METERED WATER SALES</u>	0	6/23		
2231	UTILITY REFUND #16	360133.00		<u>SHEA HOMES, 11938 S GLORY LN, UTILITY REFUND</u>	06/05/2023	44.75	.00	<u>21-4600 SEWER USER FEES</u>	0	6/23		
Total 360133.00:						123.10	.00					
2231	UTILITY REFUND #16	360136.00A		<u>SHALC GC INC, 11898 S GLORY LN, UTILITY REFUND</u>	06/22/2023	56.77	.00	<u>20-4500 METERED WATER SALES</u>	0	6/23		
Total 360136.00A:						56.77	.00					
2231	UTILITY REFUND #16	361546.00		<u>TH CONSTRUCTION LLC, 11320 S YEOMAN PL, UTILITY REFUND</u>	06/06/2023	69.32	.00	<u>20-4500 METERED WATER SALES</u>	0	6/23		
2231	UTILITY REFUND #16	361546.00		<u>TH CONSTRUCTION LLC, 11320 S YEOMAN PL, UTILITY REFUND</u>	06/06/2023	27.28	.00	<u>21-4600 SEWER USER FEES</u>	0	6/23		
Total 361546.00:						96.60	.00					
Total UTILITY REFUND #16:						3,030.47	.00					
VICTORY GREENS												
364	VICTORY GREENS	739775	15880	<u>12 ROLLS SOD FOR BERNIE FISHER PARK, J. PEREZ, JUNE '23</u>	06/14/2023	44.40	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	6/23		
Total 739775:						44.40	.00					
Total VICTORY GREENS:						44.40	.00					
W.W. GRAINGER												
162	W.W. GRAINGER	9730178598	15526	<u>GLOVES, APRONS AND SIGNS FOR CHEMICALS AT THE FARM, M. WEBB, APR. '23</u>	06/06/2023	427.38	.00	<u>21-6230 SAFETY TRAINING & EQUIPMENT</u>	0	6/23		

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Total 9730178598:						427.38	.00					
Total W.W. GRAINGER:						427.38	.00					
WESTERN DISPLAY FIREWORKS LTD												
2155	WESTERN DISPLAY FIREWORKS LTD	23-7089-2		<u>AERIAL FIREWORKS DISPLAY, 07/05/23, 23-7089, FINAL INSTALLMENT, JUNE '23</u>	06/16/2023	15,000.00	.00	01-6135 PUBLIC ENTERTAINMENT	1004	6/23		
Total 23-7089-2:						15,000.00	.00					
Total WESTERN DISPLAY FIREWORKS LTD:						15,000.00	.00					
WHITE, PETERSON, GIGRAY, & NICHOLS P.A.												
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	05312023WPG		<u>LEGAL SERVICES FOR MAY, '23</u>	05/31/2023	54.00	.00	01-6202 PROFESSIONAL SERVICES	0	6/23		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	05312023WPG		<u>LEGAL SERVICES FOR MAY, '23 -ADMIN</u>	05/31/2023	1,422.00	.00	01-6202 PROFESSIONAL SERVICES	0	6/23		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	05312023WPG		<u>LEGAL SERVICES FOR MAY, '23 -WATER</u>	05/31/2023	378.00	.00	20-6202 PROFESSIONAL SERVICES	0	6/23		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	05312023WPG		<u>LEGAL SERVICES FOR MAY, '23 -SEWER</u>	05/31/2023	1,062.00	.00	21-6202 PROFESSIONAL SERVICES	0	6/23		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	05312023WPG		<u>LEGAL SERVICES FOR MAY, '23 -WATER</u>	05/31/2023	639.00	.00	20-6202 PROFESSIONAL SERVICES	0	6/23		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	05312023WPG		<u>LEGAL SERVICES FOR MAY, '23 -P&Z</u>	05/31/2023	3,206.76	.00	01-6202 PROFESSIONAL SERVICES	1003	6/23		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	05312023WPG		<u>LEGAL SERVICES FOR MAY, '23 -ADMIN</u>	05/31/2023	5,755.69	.00	01-6202 PROFESSIONAL SERVICES	0	6/23		

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1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	05312023WPG		<u>LEGAL SERVICES FOR MAY. '23</u> <u>-SEWER</u>	05/31/2023	90.00	.00	21-6202 <u>PROFESSIONAL</u> <u>SERVICES</u>	0	6/23		
Total 05312023WPGN:						12,607.45	.00					
Total WHITE, PETERSON, GIGRAY, & NICHOLS P.A.:						12,607.45	.00					
Grand Totals:						905,756.99	509,885.45					

Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

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

IN THE MATTER OF THE APPLICATIONS OF) **Case No. 22-14-AN (Annexation) and**
) **22-03-LLA (Lot Line Adjustment)**
JOE & KATHY GUIDO, U OF I)
ENDOWMENT) **FINDINGS OF FACT, CONCLUSIONS**
) **OF LAW AND ORDER OF DECISION**
A request for Annexation at 3350 W Columbia) **FOR ANNEXATION APPLICATION.**
Road.)

THESE MATTERS came before the Council for Public Hearing on June 6, 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 CITY COUNCIL STAFF MEMO 6.6.23.pdf			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 ENVIRONMETAL QUALITY.pdf			X
2.24 NAMPA MERIDIAN IRRIGATIO 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

1.2 Hearings: The Council heard this on June 6, 2023. The FCO’s have been requested to go before the Council on July 5, 2023.

1.3 Witness Testimony: Those who testified at the Council’s June 6, 2023, hearing are as follows, to-wit:

- A. City Staff:**
Troy Behunin, Senior Planner
- B. Appearing for the Applicant:**
Dave Crawford, Centurion Engineers, Inc., 2323 S Vista Ave. Ste. 206 Boise, ID 83705 – Testified
- C. Appearing in Favor:**
Joseph Guido, 7744 Bella Terra Lane, Meridian, ID 83642 – Testified
Kathy Guido, 7744 Bella Terra Lane, Meridian, ID 83642 – Testified
- D. Appearing Neutral:**
None
- E. Appearing in Opposition:**
Neil Durrant, 4000 W Hubbard Road, Kuna, ID 83634 – Testified
Dave Coleman, 7578 S Old Farm Ln, Meridian, ID 83642 – Testified
Dennis Durrant, 8352 S Old Farm Plc., Meridian, ID 83642 – Testified
Richard Durrant, 7592 S Ten Mile Road, Meridian, ID 83642 – Testified

II DECISION

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

III FINDINGS OF FACT

3.1 Findings Regarding Notice

- A. **Notice Required:** Notice has been given in accordance with Kuna City Code and Idaho Statutes.
- B. Notice was published for the June 6, 2023, hearing on the request for Annexation 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 May 24, 2023. Notice was also published on the City of Kuna website May 12, 2023.
- C. Notice for the June 6, 2023, hearing containing the legal description of the property proposed to be Annexed was mailed to all known and affected property owners within 300-ft of the boundaries of the area described in the application on May 30, 2023.
- D. Notice for the June 6, 2023, hearing was posted on a sign in accordance with [Kuna City Code \(KCC\) 5-1A-8](#) on May 11, 2023. A Proof of Property Posting Form was provided to staff on May 11, 2023.

3.2 Findings Regarding Annexation

- A. The subject site is located within unincorporated Ada County and has historically been used as Residential and Agricultural fields.
- B. The land proposed for Annexation is comprised of two (2) parcels totaling approximately 85.50 acres. The parcels are as follows:

Owner	Parcel No.	Size	Current Zone
Cottonwood Crossing Farm, LLC	R4313530211	79.59 acres	RR (Rural Residential)
Cottonwood Crossing Farm, LLC	R4313530231	.913 acres	RR (Rural Residential)

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

North	RR	Rural Residential – Ada County
South	C-2	Area Commercial – Kuna City
	A RR	Agriculture – Ada County Rural Residential – Ada County
East	C-1	Neighborhood Commercial – Kuna City
	RR	Rural Residential – Ada County
West	R-2	Low Density Residential – Kuna City
	RR	Rural Residential – Ada County

- D. If the annexation were approved, the applicant requested the following City zoning designations be assigned:

Description	Details
Acreage	85.50 Ac.
Existing Land Use(s)	A – Agriculture & Residential
Future Land Use Designation	Mixed - Use
Proposed Land Use(s)	A (53.02 ac.), C-2 (8.26ac.) & R-20 (19.26 ac.)

- E.** Neighborhood meeting and notice for such meeting:
1. 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.
 2. 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.
 3. The Applicant posted a sign on the property on May 19, 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 compliance, it was City staff's opinion the application appeared to be in general compliance with annexation requirements.
- F.** Based on the evidence presented, does the application generally comply with the Comprehensive Plan?
1. The Comp Plan Future Land Use Map designates the property as prospective Mixed-Use. The zoning districts proposed by the Applicant were A, R-20, and C-2, which would constitute Mixed-Use..
 2. It was staff's opinion that 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.
 3. The City Council raised concerns with the proposed R-20 zoning designation and its compatibility with existing neighboring uses.
 4. The lands Applicant requested to be zoned as A either had been, or would be, donated by the Applicant to the University of Idaho Endowment. It is uncertain how this land will be utilized by the University of Idaho Endowment, and the City Council was concerned with the uncertainty regarding the potential future development of this parcel by the University of Idaho Endowment, and whether such unknown future uses would be consistent with the Comp Plan.
- G.** Can the availability of existing and proposed public services accommodate the proposed development?
1. ACHD can support future development with all Site-Specific Conditions, policies being met at that time listed in the [ACHD Report](#).
 2. According to [Exhibit 2.19](#), Public Works states that current infrastructure is not able to serve any future development of this site.
 3. Kuna School District cannot serve the proposed development.

- H. Does the proposed project consider health and safety of the public and the surrounding area’s environment?
 - 1. 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.
 - 2. No major wildlife habitats will be impacted by the proposed development.
- I. Does the proposed application constitute orderly development?
 - 1. The subject site is located adjacent to Kuna City Limits on three sides.
 - 2. Subdivisions are under active construction north and southeast of the subject site.
 - 3. The Applicant did not submit development application (e.g. plat, PUD, etc.) with the annexation request. Therefore, it is uncertain how some of the lands would be developed in the future if the annexation application were approved.
- J. The Applicant and/or Owner of the property has/have the right to request a written regulatory taking analysis.

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

- 4.1 City of Kuna is a duly formed Municipal Corporation organized and existing by virtue of the laws of the State of Idaho and is organized, existing and functioning pursuant to [Idaho Code §50-1](#).
- 4.2 The power of the City of Kuna lies in the Council to hear this matter as provided in [Idaho Code §50-222](#) and [Kuna City Code 1-14-3](#).

**V
CONCLUSIONS OF LAW
RE: APPLICATION FOR ANNEXATION**

- 5.1 The City of Kuna has authority to Annex lands into its boundaries pursuant to [Idaho Code §50-222](#).
- 5.2 [Idaho Code §50-222\(1\)](#) provides that:

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

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

- 5.4 Annexation decisions by a City Council are a legislative decision, not quasi-judicial decisions. *Black Labrador Investing, LLC. v. Kuna City Council*, 147 Idaho 92, 96 (2009), citing, *see Crane Creek Country Club v. City of Boise*, 121 Idaho 485, 487, 826 P.2d 446, 448 (1990)

**VI
ORDER OF DECISION
ON APPLICATION FOR ANNEXATION**

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:

- 6.1 The Annexation application (Case No. 22-14-AN) is hereby *Denied*.
- 6.2 In light of the Denial of the Annexation application as noted above, the City has no jurisdiction to decide on the Lot Line Adjustment (Case No. 22-03—LLA), therefore it is hereby rendered *moot*.

BY ACTION OF THE CITY COUNCIL of the City of Kuna at its regular meeting held on the 5th of July 2023.

Mayor, Joe Stear

**RESOLUTION NO. R42-2023
CITY OF KUNA, IDAHO**

**CITY OF KUNA IDAHO’S
2023 TRANSPORTATION PRIORITY
REQUEST TO THE ADA COUNTY HIGHWAY DISTRICT**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE PROJECT PRIORITY LIST TITLED “CITY OF KUNA IDAHO’S TRANSPORTATION PRIORITY REQUESTS - 2023” AS THE OFFICIAL TRANSPORTATION PROJECT PRIORITY LIST FOR THE CITY OF KUNA, IDAHO FOR THE ADA COUNTY HIGHWAY DISTRICT; AUTHORIZING THE CITY CLERK TO TRANSMIT THE DOCUMENT TO ACHD; AND HEREBY REPEALING ALL PREVIOUS TRANSPORTATION PROJECT PRIORITY LISTS.

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

1. The project priority list entitled “City of Kuna Transportation Priority Requests-2023” approved by the City Council on February 7, 2023 is hereby approved as the official transportation project priority list for Kuna, Idaho; which said project priority list is attached hereto, and made a part thereof;
2. The City Clerk is hereby authorized to transmit the document to the Ada County Highway District;
3. All previous Transportation Project Priority lists for the city of Kuna, Idaho are hereby repealed.

PASSED BY THE COUNCIL of Kuna, Idaho this 5th day of July 2023

APPROVED BY THE MAYOR of Kuna, Idaho this 5th day of July 2023

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

City of Kuna 2023 Prioritization Requests

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

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

**RESOLUTION NO. R43-2023
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY TOLL BROTHERS, FOR PALOMA RIDGE SUBDIVISION NO. 2 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

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

WHEREAS construction plans for Paloma Ridge Subdivision No. 2 were approved by the Kuna City Engineer on 5 May 2022; and

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

WHEREAS the landscaping completion has been estimated at two hundred ninety-seven thousand four hundred twenty-six dollars and seventy-two cents (\$297,426.72) adding 25% for a total of three hundred seventy-one thousand seven hundred eighty-three dollars and forty cents (\$371,783.40); and

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

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

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

1. All bid amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The amount of the check and face amount of the Letter of Credit is at least three hundred seventy-one thousand seven hundred eighty-three dollars and forty cents (\$371,783.40);
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 5th day of July, 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this 5th day of July, 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**RESOLUTION NO. R44-2023
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY TOLL BROTHERS, FOR PALOMA RIDGE SUBDIVISION NO. 2 FOR UNCOMPLETED WORK INCLUDING STREET LIGHTING PURSUANT TO THE TERMS OF THIS RESOLUTION.

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

WHEREAS construction plans for Paloma Ridge Subdivision No. 2 were approved by the Kuna City Engineer on 5 May 2022; and

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

WHEREAS the street lighting completion has been estimated at forty-two thousand five hundred thirty dollars and zero cents (\$42,530.00) adding 25% for a total of fifty-three thousand one hundred sixty-two dollars and fifty cents (\$53,162.50); and

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

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

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

1. All bid amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The amount of the check and face amount of the Letter of Credit is at least fifty-three thousand one hundred sixty-two dollars and fifty cents (\$53,162.50);
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 5th day of July, 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this 5th day of July, 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**RESOLUTION NO. R45-2023
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY TOLL BROTHERS, FOR PALOMA RIDGE SUBDIVISION NO. 2 FOR UNCOMPLETED WORK INCLUDING FENCING PURSUANT TO THE TERMS OF THIS RESOLUTION.

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

WHEREAS construction plans for Paloma Ridge Subdivision No. 2 were approved by the Kuna City Engineer on 5 May 2022; and

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

WHEREAS the fencing completion has been estimated at one hundred fifty-eight thousand two hundred ninety-four dollars and twenty-one cents (\$158,294.21) adding 25% for a total of one hundred ninety-seven thousand eight hundred sixty-seven dollars and seventy-six cents (\$197,867.76); and

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

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

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

1. All bid amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The amount of the check and face amount of the Letter of Credit is at least one hundred ninety-seven thousand eight hundred sixty-seven dollars and seventy-six cents (\$197,867.76);
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 5th day of July, 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this 5th day of July, 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**RESOLUTION NO. R46-2023
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE AGREEMENT BETWEEN THE CITY OF KUNA (OWNER) AND LARIVIERE, INC (CONTRACTOR) FOR CONSTRUCTION CONTRACT FOR THE ORCHARD AND AVALON PEDESTRIAN PATHWAY 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 Construction Contract with Lariviere, Inc. for the Orchard and Avalon Pedestrian Pathway 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 5th day of July, 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this 5th day of July, 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CITY OF KUNA
ORCHARD & AVALON PEDESTRIAN PATHWAY

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**00 50 00 - AGREEMENT
BETWEEN OWNER AND CONTRACTOR
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between The City of Kuna (“Owner”) and Lariviere, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Orchard & Avalon Pedestrian Pathway (“Project”).**

ARTICLE 3 – ENGINEER

- 3.01 The Project has been designed by **Keller Associates, Inc.**
- 3.02 The Owner has retained **Keller Associates, Inc.** (“Engineer”) to act as Owner’s representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Time:*

- A. All work shown in the project drawings, excluding erection of the signal, installation of the signal cabinet, electrical work for signal after the electrical meter, and installation of signage on the signal pole/mast arm, will be substantially complete by **September 29th, 2023.**

All remaining work to erect the signal, install the signal cabinet, complete electrical work for signal after the electrical meter, install signage on the signal pole/mast arm and achieve full operation of the signal shall be complete **no later than 2 weeks from delivery of the signal pole and/or cabinet, whichever is delivered last.**

The project shall be completed and ready for final payment in accordance with paragraph 15.06 of the General Conditions **no later than 2 weeks from the date the signal begins full operation.**

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4.03 *Liquidated Damages*

- B. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):
1. Substantial Completion: Contractor shall pay Owner **\$500.00** for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
 2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner **\$500.00** for each day that expires after such time until the Work is completed and ready for final payment.
 3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

ARTICLE 5 – CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

- A. A lump sum of: \$434,812.00 (Four Hundred Thirty Four Thousand, Eight Hundred and Twelve dollars and zero cents).

All specific cash allowances are included in the above price in accordance with Paragraph 13.02 of the General Conditions.

5.02 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

5.03 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the **28th** day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments

previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract

- a. **Five (5)** percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

5.04 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

ARTICLE 6 – INTEREST

- 6.01 All amounts not paid when due shall bear interest at the rate of **Five (5)** percent per annum.

ARTICLE 7 – CONTRACTOR’S REPRESENTATIONS

- 7.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
 - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
 - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
 - D. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor’s safety precautions and programs.
 - E. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
 - F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
 - G. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.

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ORCHARD & AVALON PEDESTRIAN PATHWAY

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- H. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- I. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

ARTICLE 8 – CONTRACT DOCUMENTS

8.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 6, inclusive).
 - 2. Performance bond (pages 1 to 3, inclusive).
 - 3. Payment bond (pages 1 to 4, inclusive).
 - 4. General Conditions of the Idaho Specifications for Public Works Construction, latest edition.
 - 5. Supplementary Conditions (pages 1 to 7, inclusive).
 - 6. Specifications as listed in the table of contents of the Project Manual.
 - 7. Drawings (not attached but incorporated by reference) consisting of 15 sheets with each sheet bearing the following general title: **Orchard & Avalon Pedestrian Pathway**.
 - 8. Addenda (numbers 1 to 2, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit 1: Contractor's Bid (pages 1 to 4, inclusive).
 - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
 - a. Notice to Proceed.
 - b. Work Change Directives.
 - c. Change Orders.
 - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

ARTICLE 9 – MISCELLANEOUS

9.01 *Terms*

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

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9.02 *Assignment of Contract*

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

9.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

9.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

9.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

9.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process

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such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on 06/28/2023 which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:



By: _____

By: Thomas R. LaRiviere III

Title: _____

Title: President

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

Attest: _____

Attest: 

Title: _____

Title: Contract Administrator

Address for giving notices:

Address for giving notices:

17564 N. Dylan Ct.

Rathdrum, ID 83858

License No.: RCE-22213
(where applicable)

END OF 00 50 00

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- D. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder; and (3) Bidder's safety precautions and programs.
- E. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- F. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
- G. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- H. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- I. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

ARTICLE 4 – BIDDER'S CERTIFICATION

4.01 Bidder certifies that:

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
 - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process;
 - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;

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- 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels; and
- 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

ARTICLE 5 – BASIS OF BID

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

Lump Sum Bid Price for Base Bid (Orchard and Avalon Intersection and Signal Improvements)	\$ 327,884.00
Alternate 1 (Orchard Avenue Sidewalk and Stormwater Improvements)	\$ 106,928.00
Total of All Lump Sums	\$ 434,812.00

ARTICLE 6 – TIME OF COMPLETION

- 6.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

ARTICLE 7 – ATTACHMENTS TO THIS BID

- 7.01 The following documents are submitted with and made a condition of this Bid:
 - A. Required Bid security;
 - B. Evidence of authority to do business in the state of the Project; or a written covenant to obtain such license within the time for acceptance of Bids;
 - C. Contractor’s Public Works License No.: PWC 17425

ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

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ARTICLE 9 – BID SUBMITTAL

BIDDER:

LaRiviere, Inc. _____

By: _____
[Signature] 

[Printed name] Thomas R. LaRiviere III

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: _____
[Signature] 

[Printed name] Allison Beard

Title: Contract Administrator

Submittal Date: June 20, 2023

Address for giving notices:

17564 N. Dylan Ct.

Rathdrum, ID 83858

Telephone Number: 208-683-2646

Fax Number: _____

Contact Name and e-mail address: Allison Beard

allisonb@lariviere.co

Bidder's License No.: RCE-22213
(where applicable)

END OF 00 41 13

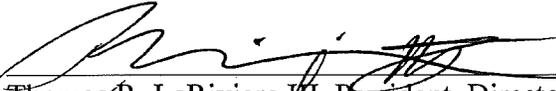
**MINUTES AND CONSENT TO ACTION
IN LIEU OF MEETING
OF
LaRiviere, Inc.**

Pursuant to the provisions of Idaho Code Sec. 30-30-709, the undersigned being all of the Shareholders and Directors of LaRiviere Inc., an Idaho General Business Corporation (the "Corporation"), adopt the following resolutions and consents to the taking of the acts set forth therein.

I.

Consistent with Article 6, section 6.2, it is hereby RESOLVED that Thomas R. LaRiviere III, is authorized to enter into contractual agreements, lending agreements, financial agreements, evidences of indebtedness or otherwise, and execute and deliver any instrument with the name of the and on behalf of the Corporation.

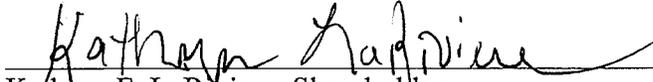
The execution of this Consent, which may be accomplished in counterparts, shall constitute a written waiver of any notice required by the Corporate Bylaw's or Idaho Code Sec. 30-30-709. This Joint Consent to Action is hereby entered into effective this 15th day of February 2021.



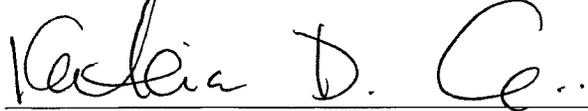
Thomas R. LaRiviere III, President, Director, Shareholder



Thomas LaRiviere Sr., Vice-President, Director, Shareholder



Kathryn F. LaRiviere, Shareholder



Katrina D. LaRiviere, Shareholder

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00 43 14 - BID BOND

Any singular reference to Bidder, Surety, Owner, or other party shall be considered plural where applicable.

BIDDER (Name and Address):

LaRiviere Incorporated
17564 N Dylan Ct
Rathdrum, ID 83858

SURETY (Name, and Address of Principal Place of Business):

Arch Insurance Company
3 Parkway, Suite 1500
Philadelphia, PA 19102

OWNER (Name and Address):

City of Kuna
763 W Avalon
Kuna, ID, 83634

BID

Bid Due Date: June 20, 2023

Description (Project Name— Include Location):

Orchard & Avalon Pedestrian Pathway

BOND

Bond Number: Bid bond

Date: June 20, 2023

Penal sum Five Percent of Amount Bid § 5%

(Words)

(Figures)

Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth below, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.

BIDDER

LaRiviere Incorporated (Seal)

Bidder's Name and Corporate Seal

By:

[Signature]
Signature

Thomas B. Cariviere III

Print Name

President

Title

Attest:

[Signature]
Signature

Contract Administrator

Title

SURETY

Arch Insurance Company (Seal)

Surety's Name and Corporate Seal

By:

[Signature]
Signature (Attach Power of Attorney)

Melissa Wolf

Print Name

Attorney-in-fact

Title

Attest:

[Signature]
Signature

Witness

Title

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1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder any difference between the total amount of Bidder's Bid and the total amount of the Bid of the next lowest, responsible Bidder that submitted a responsive Bid as determined by Owner for the work required by the Contract Documents, provided that:
 - 1.1 If there is no such next Bidder, and Owner does not abandon the Project, then Bidder and Surety shall pay to Owner the penal sum set forth on the face of this Bond, and
 - 1.2 In no event shall Bidder's and Surety's obligation hereunder exceed the penal sum set forth on the face of this Bond.
 - 1.3 Recovery under the terms of this Bond shall be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation shall be null and void if:
 - 3.1 Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
 - 3.2 All Bids are rejected by Owner, or
 - 3.3 Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions shall not in the aggregate exceed 120 days from Bid due date without Surety's written consent.
6. No suit or action shall be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.

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10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute shall govern and the remainder of this Bond that is not in conflict therewith shall continue in full force and effect.

The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

END OF 00 43 14

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Melissa Wolf

its true and lawful Attorney(s)in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed: Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding One hundred and Fifty Million Dollars (150,000,000.00). Any and all bonds, undertakings, recognizances and other surety obligations.

Surety Bond Number: Bid Bond
Principal: LaRiviere Incorporated
Obligee: City of Kuna

This authority does not permit the same obligation to be split into two or more bonds In order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on August 31, 2022, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on August 31, 2022:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on August 31, 2022, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company. In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 31st day of August, 2022

Attested and Certified

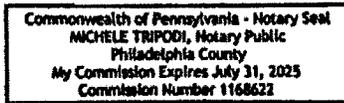
Handwritten signature of Regan A. Shulman
Regan A. Shulman, Secretary



Arch Insurance Company
Handwritten signature of Stephen C. Ruschak
Stephen C. Ruschak, Executive Vice President

STATE OF PENNSYLVANIA SS
COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Regan A. Shulman and Stephen C. Ruschak personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me this day in person and severally acknowledged that they being thereunto duly authorized signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and as their own free and voluntary acts for the uses and purposes therein set forth.



Handwritten signature of Michele Tripodi
Michele Tripodi, Notary Public
My commission expires 07/31/2025

CERTIFICATION

I, Regan A. Shulman, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated August 31, 2022 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said Stephen C. Ruschak, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this 20th day of June, 2023

Handwritten signature of Regan A. Shulman
Regan A. Shulman, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance - Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



To verify the authenticity of this Power of Attorney, please contact Arch Insurance Company at SuretyAuthentic@archinsurance.com Please refer to the above named Attorney-in-Fact and the details of the bond to which the power is attached.

CITY OF KUNA
ORCHARD & AVALON PEDESTRIAN PATHWAY

222016

SECTION 00 43 36 – NAMING OF SUBCONTRACTORS

Bidder shall include in his or her Bid the name, address, and Idaho Public Works Contractor License Number of the Subcontractors who shall, in the event the Bidder secures the Contract, subcontract for the project in the areas listed below under the general Contract. Failure to name Subcontractors as required shall render any Bid submitted by the Bidder unresponsive and void.

(Insert "self" if properly licensed and so intended. Insert "Not required" if such specialty work is not required)

Subcontractor	Name/Address/Public Works License Number
Electrical Contractor:	QUALITY ELECTRIC, INC.
Address:	5272 IRVING BOISE, ID 83706
License Number:	ELE-C-1086
	10145-U-(16000)

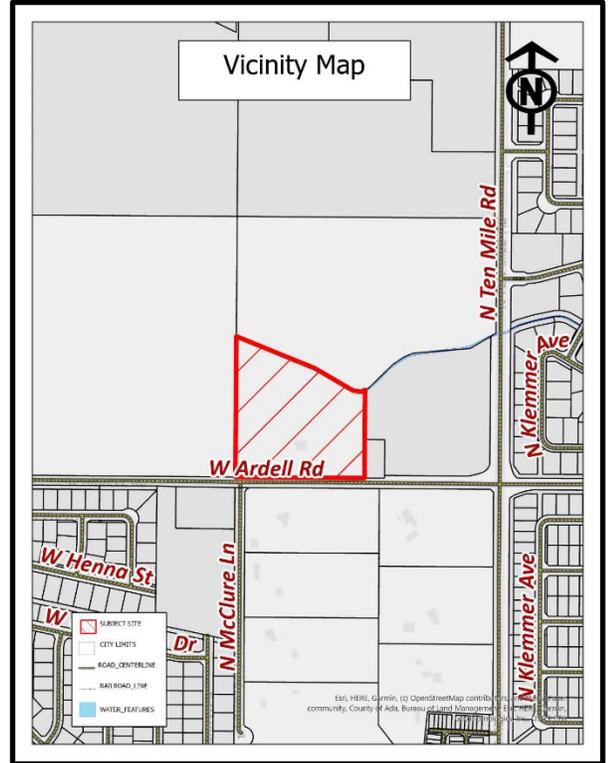
END OF SECTION 00 43 36

BEFORE THE CITY COUNCIL OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATIONS OF) **Case No. 22-16-AN (Annexation),**
) **and 22-07-LS (Lot Split)**
ENRIQUE F. CONTRERAS AND ANA M.)
PAZ)
) **STAFF MEMO FOR ANNEXATION**
For 1922 W Ardell Road.) **AND LOT SPLIT.**

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 Staff’s Memo			X
1.2 COMMISSION FCO's SIGNED.pdf			X
1.3 COMMISSION MEETING SIGN UPS.pdf			X
1.4 COMMISSION MEETING MINUTES.pdf			X
2.1 APPLICATION COVERSHEET.pdf			X
2.2 ANNEXATION APPLICATION.pdf			X

2.3 LOT SPLIT APPLICATION.pdf			X
2.4 NARRATIVE.pdf			X
2.5 VICINITY MAP.pdf			X
2.6 ANNEXATION LEGAL DESCRIPTION.pdf			X
2.7 LEGAL DESCRIPTION PARCEL A.pdf			X
2.8 LEGAL DESCRIPTION PARCEL B.pdf			X
2.9 LEGAL DESCRIPTION PARCEL C.pdf			X
2.10 AFFIDAVIT OF LEGAL INTEREST.pdf			X
2.11 WARRANTY DEED.PDF			X
2.12 COMMITMENT TO POSTING PROPERTY.pdf			X
2.13 NEIGHBORHOOD MEETING CERTIFICATION.pdf			X
2.14 LOT SPLIT RECORD OF SURVEY.pdf			X
2.15 RECORD OF SURVEY No. 3548.pdf			X
2.16 Agency Transmittal Email 1.20.23.pdf			X
2.17 Public Works.pdf			X
2.18 ACHD.pdf			X
2.19 BKID .pdf			X
2.20 BPBC.pdf			X
2.21 CDHD.pdf			X
2.22 DEQ.pdf			X
2.23 NMID.pdf			X
2.24 KMN Proof of Publish .pdf			X
2.26 Proof of Legal Mailer Encanto .pdf			X
2.27 Proof of Property Posting.pdf			X
2.28 Website Publish.pdf			X
2.31 BOISE PROJECT BOARD OF CONTROL.pdf			X
2.29 Mark P Letter to BPBC.pdf			X
2.30 Mark P Letter to NKID.pdf			X
2.32 Jared Beck Letter.pdf			X
2.33 McClure Lane Association, LLC Letter.pdf			X
2.39 Mark P Letter Part 2 4.18.23.pdf			X
2.40 Jonathon Durfee Comments.pdf			X
2.34 PROOF OF PUBLISH CC.pdf			X
2.35 PROOF OF LEGAL NOTICE MAILER CC.pdf			X
2.36 PROOF OF PROPERTY POSTING CC.pdf			X
2.37 WEBSITE POSTING.pdf			X
2.38 COUNCIL PRESENTATION.pdf			X

**II
PROJECT SUMMARY**

2.1

Description	Details
Acreage	8.42
Existing Land Use(s)	Residential & Agriculture
Future Land Use Designation	Low Density Residential

Proposed Land Use(s)	R-2
Lots (No. and Type)	3
Number of Residential Units	3 Residential
Number of Other Lots	None
Number of Phases	1
Net Density (Dwelling Units per Acre)	0.35 DUA

**III
APPLICANTS REQUEST**

- 3.1** Enrique Contreras and Ana Paz. request Annexation and Lot Split approval near the NWC of Ardell Road and Ten Mile Road in Section 15, Township 2 North, Range 1 West (APN: S1315141880).

**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 Splits 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](#).

- A.** Neighborhood Meeting: November 10, 2022 (6 Attendees)
- B.** Agency Comments Request: January 20, 2023
- C.** 300 FT Legal Mailer Notice: June 27, 2023
- D.** Kuna Melba News Newspaper: June 14, 2023
- E.** Site Posted: June 14, 2023
- F.** Website Posting: June 26, 2023

**V
GENERAL PROJECT FACTS**

5.1 Site Features

- A.** The subject site (APN: S1315141880) is located in unincorporated Ada County, and is currently zoned Rural Residential (RR), and has historically been used for a single-family residence and small agriculture purposes.
- B.** The proposed project site currently has vegetation consistent with that of a residential parcel and also agriculture fields. The site has an estimated average slope of 0.09%. 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	A RUT	Agriculture – Ada County Rural Urban Transition – Ada County

East	A	Agriculture – Kuna City
West	RR	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 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.

6.2 Idaho Transportation
Did not provide comment.

6.3 COMPASS
Did not provide comment.

6.4 Pathways and Trails Master Plan

- A. The Pathways Master Plan Map indicates a future trail adjacent to the south border of the site.

6.5 Site Layout and Dimensional Standards

- A. The Applicant proposes Annexation and a Lot Split in order to turn this single 8.42 acre parcel into three new parcels. Parcel configuration is proposed as follows; Parcel A = 1.81 acres, Parcel B = 4.04 acres, and Parcel C= 2.91 acres.
- B. All dimensional standards shall be in compliance with [KCC 5-3-3](#).

6.6 Parking

Eash proposed lot, if approved, shall provide at least two (2) off street parking spaces for each single-family residential unit in accordance with [KCC 5-9-3](#).

6.7 Open Space

This project is not being proposed as a subdivision and is therefore not required to provide landscape buffers and common lots.

6.8 Fencing

All proposed fencing shall comply with [KCC 5-5-5](#).

6.9 Public Works

- A. According to [Exhibit 2.17](#), Public Works staff can support approval of this application.

- B.** With any future development and if streetlights are required, 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 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.
 - Objective 3.D.1.: Encourage development of housing options for all citizens.
 - Policy 3.D.1.a: Encourage preservation and development of housing that meets demand for household sizes, lifestyles and settings.
 - Objective 3.D.2.: Create strong neighborhoods through preservation, new development, connectivity and programming.
 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 a request for large lots thus providing additional housing types and sizes for needed housing variety. This request appears to follow the FLUM and goals of the City by adding to the overall land inventory of the City and providing a zone for large lot(s) residential uses.

6.11 Conclusion:

Upon review, staff finds the request for Annexation to be in compliance with Kuna City Code, [\(I.C.\) § 50-222](#) and the Kuna Comprehensive Plan.

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 November 10, 2022 (6 Attendees) attended the meeting, in accordance with I.C. and KCC. (+)
 - B.** Neighborhood Notices were mailed out to residents within 300-feet of the proposed project site on June 28, 2023, and a legal notice was published in the Kuna Melba Newspaper on June 14, 2023, in accordance with I.C. and KCC and was posted on the City Website on June 26, 2023 (+)

- C. The Applicant posted a sign on the property on June 14, 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 Low Density Residential, the proposed zoning district is R-2 which fulfills the City's goal. (+)
- B. Possible future lots in the R-2 zone includes additional housing types and sizes promotes a 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 2.17](#), Public Works states that current infrastructure is not able to serve any future development of this site. (+)
- 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 adjacent to Kuna City Limits on two sides. (+)
- B. Subdivisions are under active construction north, west and east 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. 22-16-AN and 22-07-LS, including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, Exhibits and Findings provided above, staff recommends approval of the application.

IX PROPOSED COUNCIL'S ORDER OF DECISION

The Commission voted 4-0 to recommend approval of Case No. 22-16-AN to Council, for the Annexation request at 1922 W Ardell Road on April 11, 2023.

*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. 22-16-AN and 22-07-LLA, including the Comprehensive Plan, Kuna City Code, Staff's Memorandum, including the exhibits, and the testimony during the Public Hearing the Council hereby (**Approves/Conditionally Approves/Denies**) the Annexation and Lot Split 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 ACHD 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. 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. Future Landscape Plan(s) and Preliminary Plat(s) 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](#).

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

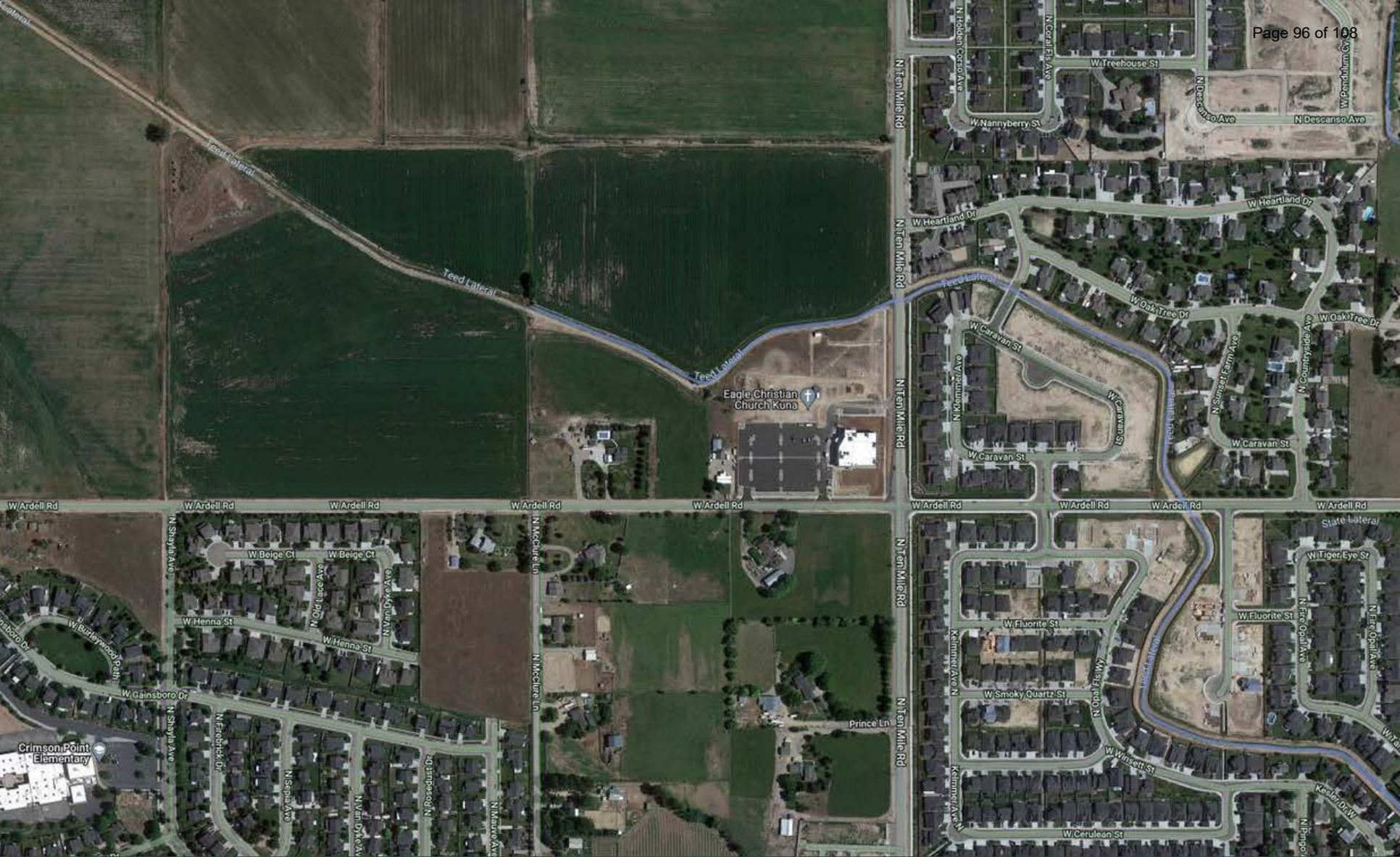
- A. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see [KCC 6-4-2](#).
- B. Compliance with [I.C. §31-3805](#) is required. Delivery of water shall not be impeded 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.

9.5 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".

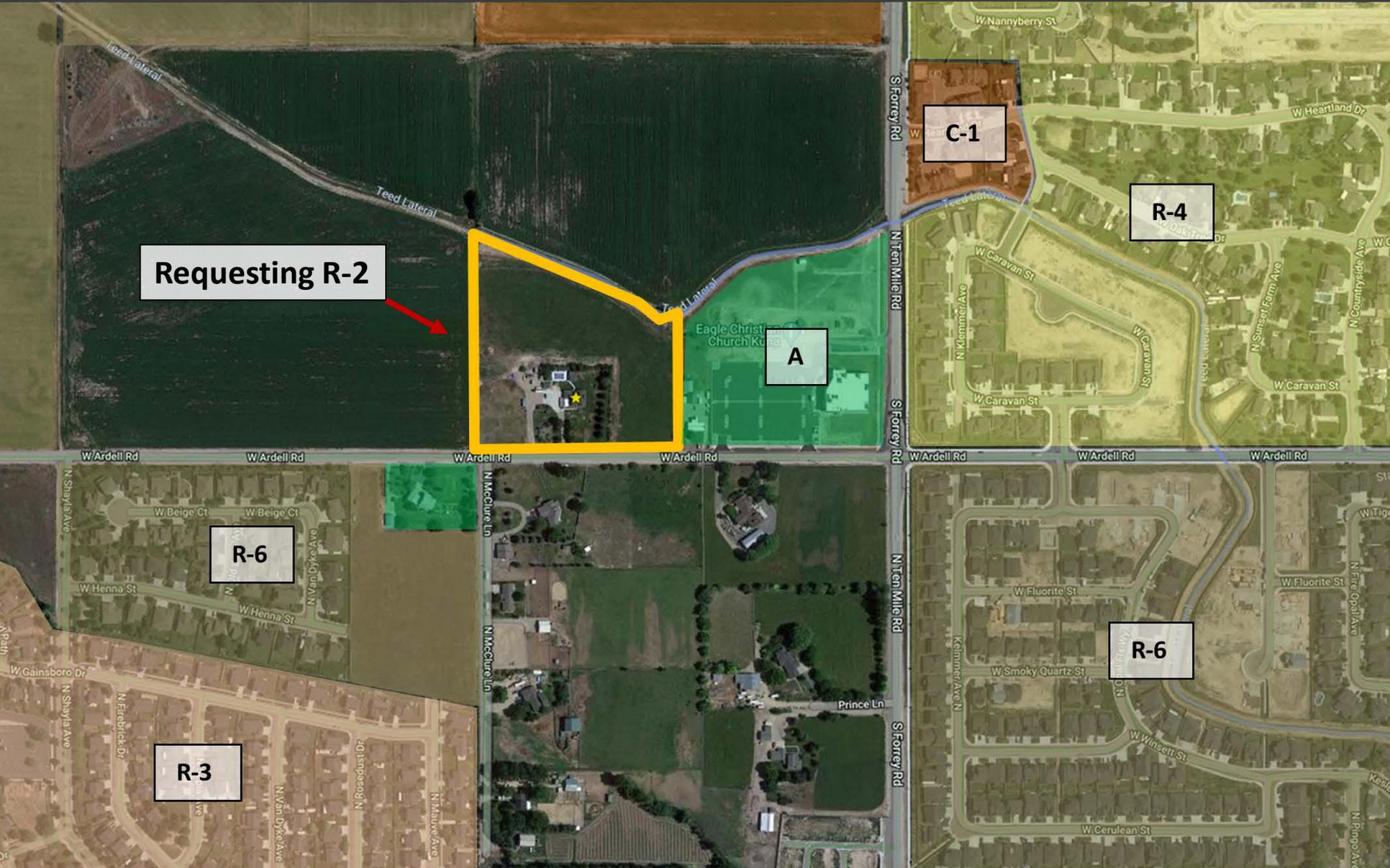
4. The Kuna Rural Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by the Fire District are required.
 5. The Kuna Municipal Irrigation System and Boise Project Board of Control shall approve any modifications to the existing 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](#). 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 5th day of July 2023.

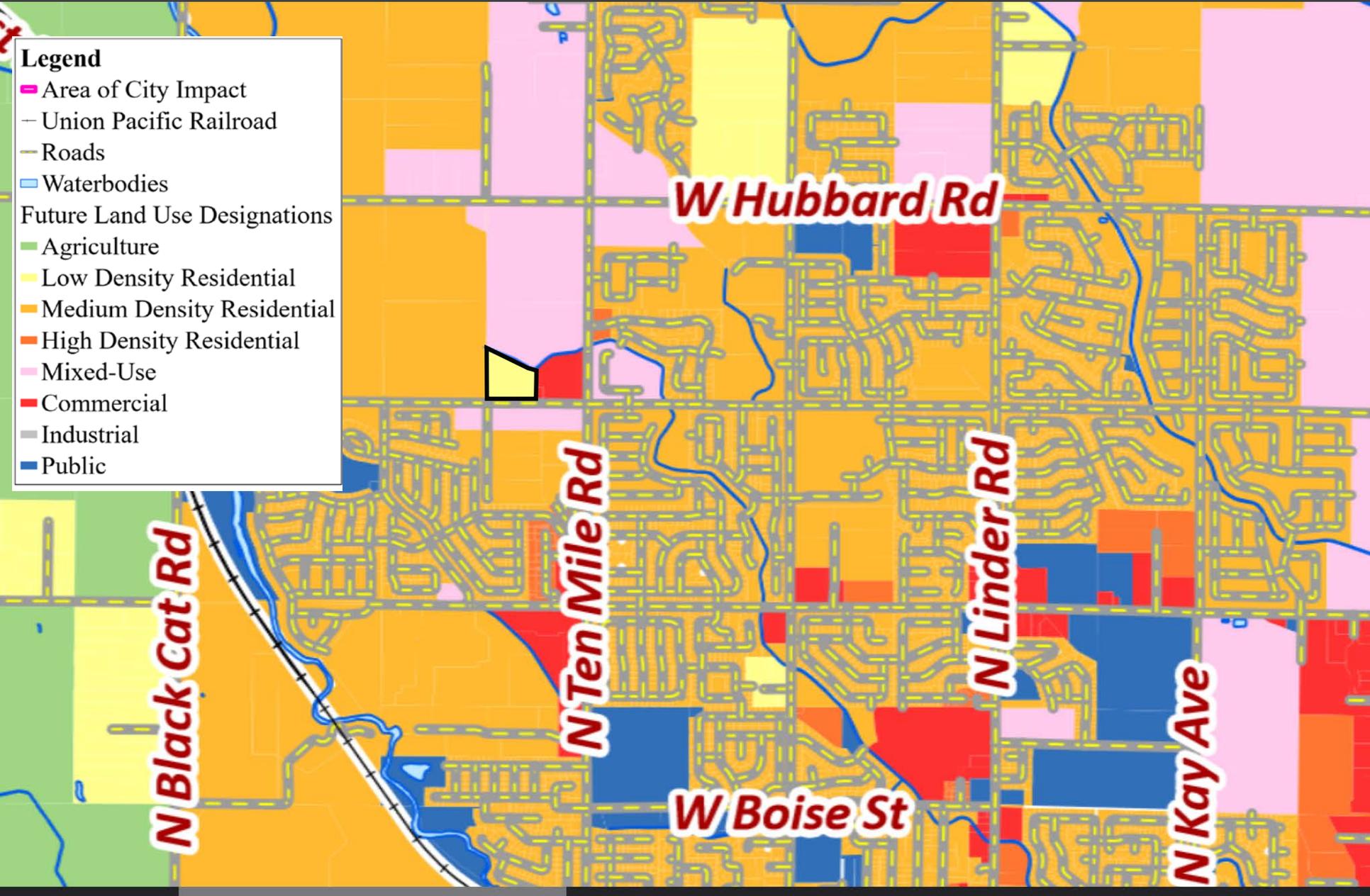


**1922 W Ardell Road - Encanto
Annexation and Lot Split
City of Kuna**

Project Location & Adjacent Zoning



Comprehensive Plan



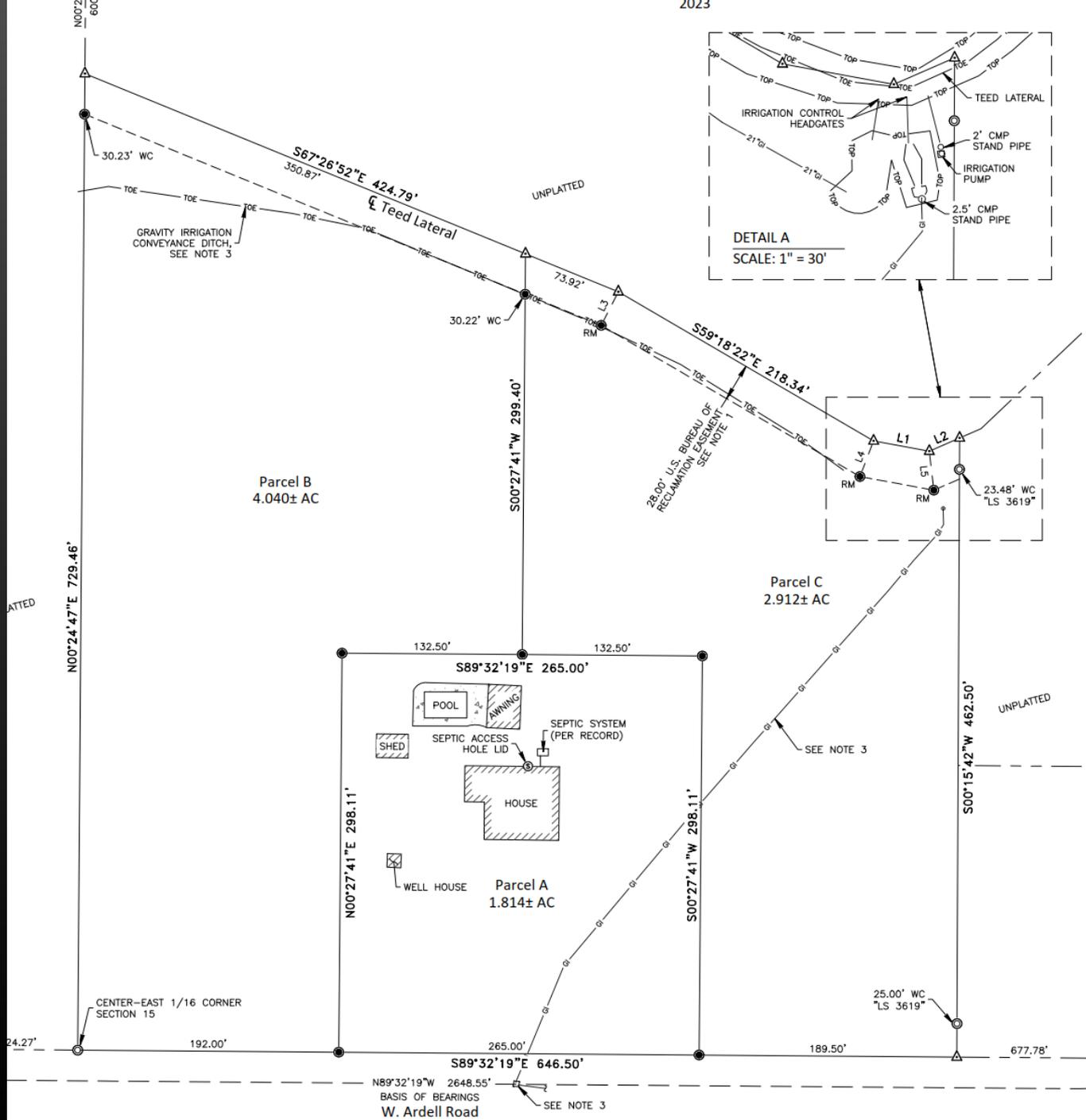




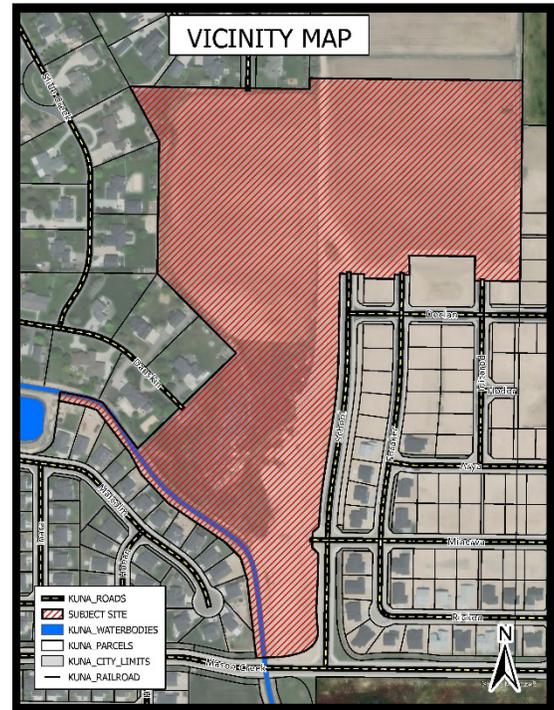
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BEFORE THE CITY COUNCIL OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATION OF) **Case No. 23-06-TE**
)
ENDURANCE HOLDINGS, LLC)
)
For Silver Trail Subdivision No. 8 Final Plat Time) **STAFF MEMO FOR FINAL PLAT TIME**
Extension.) **EXTENSION APPLICATION.**

TABLE OF CONTENTS

1. Exhibit List
2. Project Summary
3. General Project Facts
4. Staff Analysis
5. Proposed Findings of Fact
6. 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 FINAL PLAT TIME EXTENSION APPLICATION.pdf			X
2.2 NARRATIVE.pdf			X
2.3 FINAL PLAT.pdf			X
2.4 SILVER TRAIL NO. 7 RECORDATION DATE.pdf			X

II PROJECT SUMMARY

Description	Details
Acreage	29.05
Existing Land Use(s)	R-6 (Medium Density Residential)
Future Land Use Designation	Medium Density Residential
Proposed Land Use(s)	R-6 (Medium Density Residential)
Lots (No. and Type)	N/A
Number of Residential Units	N/A
Number of Phases	N/A
Net Density (Dwelling Units per Acre)	N/A

III GENERAL PROJECT FACTS

- 3.1** The Silver Trail Subdivision Addition (Case No. 15-05-S, 15-08-DR) was approved by Council February 21, 2017, with the Findings of Fact and Conclusions of Law signed March 7, 2017.
- 3.2** The Silver Trail Subdivision No. 7 Final Plat was approved by Council June 15, 2021, and was recorded August 23, 2022.

IV STAFF ANALYSIS

4.1 Final Plat Time Extension

- A.** Per Kuna City Code [\(KCC\) 6-2-3\(J.2\)](#), when a Preliminary Plat is approved with Phases, the first Final Plat shall be submitted within two (2) years, with each successive Phase's Final Plat being recorded within one (1) year of the previous.
- B.** Per [KCC 6-2-4\(F.1\)](#), the Council is under no obligation to approve a Final Plat Time Extension, as well as reserving the right to add additional Conditions of Approval to the Final Plat as part of a Time Extension.
- C.** As the Silver Trail Subdivision No. 7 Final Plat was recorded August 23, 2022, the Silver Trail Subdivision No. 8 Final Plat would be required to record by August 23, 2023.
- D.** Due to nationwide shortages of construction materials, unexpected delays in construction progression, rising interest rates, and agency processing times, Applicant will be unable to record the Silver Trail Subdivision No. 8 Final Plat prior to the one-year allotted time limit and requests a Time Extension.
- 4.2 Conclusion:** Upon review, staff has determined the Final Plat Time Extension request for Silver Trail Subdivision No. 8 is in compliance with [KCC 6-2-3](#) and [Idaho Code §-67-65](#), and would recommend Council approve Case No. 23-06-TE.

V PROPOSED FINDINGS OF FACT

Based upon the record contained in Case No. 23-06-TE, including staff's memorandums, the exhibits, Kuna City Code, and Idaho Code, the Council hereby (*Approves/Conditionally Approves/Denies*) the Final Plat Time Extension request for Silver Trail Subdivision No. 8.

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

- 5.1** Based on the evidence presented, the contents of the Final Plat Time Extension application contained all the listed requirements, and the proposal complies with Kuna City Code.

Staff Finding: *The Applicant has submitted a complete application and following staff review for technical compliance, the application appears to be in substantial compliance with [KCC 6-2](#).*

- 5.2** Based upon the evidence presented, Silver Trail Subdivision No. 8 is eligible to receive a Final Plat Time Extension, valid for one (1) year from date of approval of the resulting Findings of Fact and Conclusions of Law (FCOs).

Staff Finding: *Due to unforeseen circumstances in material shortages, agency processing times and the overall market, Silver Trail Subdivision No. 8 meets the requirements to receive a Final Plat Time Extension. Should this request be approved, the FCOs will go before the Council on July 5, 2023, thus providing a new expiration date of July 5, 2024.*

VI COUNCIL'S PROPOSED ORDER OF DECISION

Note: This Motion is for the Approval, Conditional Approval or Denial of the Final Plat Time Extension. However, if Council wishes to Approve or Deny specific parts of these requests, those changes must be specified.

Based upon the record contained in Case No. 23-06-TE, including staff's memorandums, exhibits, Kuna City Code and Idaho Code, Council hereby (*Approves/Conditionally Approves/Denies*) the Final Plat Time Extension for Silver Trail Subdivision No. 8, Subject to the following Conditions:

6.1 General:

- A.** Developer/Owner/Applicant shall adhere to the Conditions listed in the Silver Trail Subdivision Addition (Case No. 15-05-S, 15-08-DR) Findings of Fact and Conclusions of Law approved by Council February 21, 2017, as well as any additional Conditions listed in this report.
- B.** The Silver Trail Subdivision No. 8 Final Plat shall expire July 5, 2024.
- C.** If necessary, the Developer/Owner/Applicant shall submit a Final Plat Time Extension to staff no later than May 6, 2024.
- D.** 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 Council, or seek amending them through the public hearing process.

DATED this 20th day of June 2023.

**RESOLUTION NO. R47-2023
CITY OF KUNA, IDAHO**

NOW, THEREFORE, BE IT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA, ADA COUNTY, STATE OF IDAHO; MAKING CERTAIN FINDINGS AND PURPOSES; AUTHORIZING THE STAFF AND AGENTS OF THIS CITY TO EXERCISE THE CITY’S RIGHT OF EMINENT DOMAIN TO OBTAIN EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF A SEWER TRUNK LINE; AND AUTHORIZING ANY AND ALL NECESSARY ACTIONS RELATED THERETO AND PROVIDING AN EFFECTIVE DATE.

RESOLVED by the Mayor and the City Council:

Section 1 - Findings:

- 1.1** The City of Kuna (“City”) adopted the 2017 Sewer Master Plan, which provides for the construction of sewer trunk lines to improve the efficiency of the City’s sewer system and reduce the system’s reliance on lift stations;
- 1.2** The Sewer Master Plan includes the construction of a sewer trunk line known as the Mason Creek sewer trunk line to convey wastewater to the City’s North Wastewater Treatment Plant;
- 1.3** The City retained the firm of KM Engineering to provide engineering design advice in the development of a design for the Mason Creek sewer trunk line;
- 1.4** The plans for the Mason Creek sewer trunk line Phase 1, call for the installation of a sewer trunk line 36 inches in diameter, beginning east of Linder Road near the intersection with Lake Hazel Road and continuing to a point north of Lake Hazel Road and east of Ten Mile Road. The Phase 1 plans are attached hereto as **Exhibit A**.
- 1.5** The installation of the Mason Creek sewer trunk line Phase 1 will require the City to acquire a permanent 30-foot easement and a 20-foot temporary construction easement through any lands crossed by the Mason Creek sewer trunk line.
- 1.6** The path of the Mason Creek sewer trunk line Phase 1 will cross two parcels of land located at 7950 South Ten Mile Road, Kuna, Idaho (“Subject Real Property”).
- 1.7** The City will require a permanent 30 foot wide utility easement in the Subject Real Property. The real property that will be subject to this easement is legally described as follows:

PARCEL 1
PERMANENT SEWER EASEMENT
1.45 acres

An easement situated in the west half of Section 2, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at the north quarter-section corner of Section 2, Township 2 North, Range 1 West, Boise Meridian;

Thence S 00°04'14" E, 2618.81 feet along the north-south mid-section line to the center quarter-section corner of Section 2, the POINT OF BEGINNING:

Thence S 00°03'33" W, 39.00 feet along the north-south mid-section line of Section 2;

Thence N 89°28'29" W, 30.00 feet;

Thence N 00°03'33" E 38.76 feet parallel with and 30.00 feet from the north-south mid-section line;

Thence N 00°04'14" W, 520.94 feet parallel with and 30.00 feet from the north-south mid-section line;

Thence N 66°16'26" W, 1520.75 feet to the boundary of Parcel B of Record of Survey 8409, Instrument Number 108100276, records of Ada County, Idaho;

Thence N 00°07'58" W, 32.80 feet along the boundary of Parcel B;

Thence S 66°16'26" E, 1553.58 feet to the north-south mid-section line of Section 2;

Thence S 00°04'14"E, 540.57 feet along the north-south mid-section line of Section 2 to the POINT OF BEGINNING.

- 1.8** The City will also require a 20 foot wide temporary construction easement in the Subject Real Property. The real property that will be subject to this easement is more particularly legally described as follows:

PARCEL 2
TEMPORARY CONSTRUCTION EASEMENT
0.97 acres

An easement situated in the west half of Section 2, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at the north quarter-section corner of Section 2, Township 2 North, Range 1 West, Boise Meridian;

Thence S 00°04'14" E, 2618.81 feet along the north-south mid-section line to the center quarter-section corner of Section 2;

Thence S 00°03'33" W, 39.00 feet along the north-south mid-section line to the POINT OF BEGINNING;

Thence continuing S 00°03'33" W, 20.00 feet along the north-south mid-section line;

Thence N 89°28'29" W, 50.00 feet;

Thence N 00°03'33" E, 58.60 feet parallel with and 50.00 feet from the north-south mid-section line;

Thence N 00°04'14" W, 507.86 feet parallel with and 50.00 feet from the north-south mid-section line;

Thence N 66°16'26" W, 1498.87 feet to the boundary of Parcel B of Record of Survey 8409, Instrument Number 108100276, records of Ada County, Idaho;

Thence N 00°07'58" W, 21.87 feet along the boundary of Parcel B;

Thence S 66°16'26" E, 1520.75 feet;

Thence S 00°04'14" E, 520.94 feet parallel with and 30.00 feet from the north-south mid-section line;

Thence S 00°03'33" W, 38.76 feet parallel with and 30.00 feet from the north-south mid-section line;

Thence S 89°28'29" E, 30.00 feet to the POINT OF BEGINNING.

- 1.9** The record owner of the Subject Real Property is Durrant Home Place, LLC (“Owner”). No other party is listed on the records of Ada County, Idaho as having an interest in the Subject Real Property.
- 1.10** In November 2022 the City engaged a right-of-way negotiator, Negotiation Services, LLC, to enter into negotiations with the Owner for purchase of the necessary easements.
- 1.11** In March 2023, Scott Robinson, a licensed appraiser, completed an appraisal of the aforementioned easements. The appraisal determined that the fair market value of the easements was \$32,780.00.
- 1.12** The City through its agent began negotiations with the Owner for the acquisition of the easements with an “Advice of Rights Form” in compliance with the provisions of Idaho Code Section 7-711A.
- 1.13** The City, through its agent, has negotiated in good faith with the Owner, but said negotiations have not been successful.
- 1.14** The City cannot proceed with construction of the Mason Creek sewer trunk line, Phase 1 without acquiring the necessary easements for said construction.
- 1.15** The City has the authority to exercise the right of eminent domain pursuant to Idaho Code Section 7-701 which provides in its relevant parts:

Subject to the provisions of this chapter, the right of eminent domain may exercised in behalf of the following public uses:

- ...
- 7. Sewerage of any incorporated city.

1.16 The City Council finds that it is necessary to proceed with an eminent domain action against all owners and claimants of the Subject Real Property.

Section 2 - Authorization:

2.1 The City’s Public Works Director is hereby directed and authorized together with the City Attorney to file an eminent domain action on behalf of the City of Kuna as plaintiff against all owners and claimants of the Subject Real Property to condemn the permanent easement described above as Parcel No. 1 and the temporary construction easement described above as Parcel No. 2.

2.2. The Public Works Director and City Attorney are authorized and directed to obtain all necessary title company litigation guarantees and legal surveys and to perform any other actions necessary and required by law in order to proceed with the eminent domain action herein authorized against any person or entity who have ownership interest in the Subject Real Property.

Section 3 - Directing the City Clerk:

3.1 The City Clerk is hereby directed to:

3.1.1 Retain this Resolution in the official records of the City; and

3.1.2 Provide a copy of this Resolution, to the Public Works Director, the City Attorney and to anyone else who requests the same as may be relevant to the prosecution or defense of the eminent domain action herein authorized.

Section 4 - Date of Effect:

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

PASSED by the City Council of the City of Kuna this ____ day of _____, 2023.

Signed: _____
Joe Stear, Mayor

ATTEST:

I certify that the above Resolution was duly adopted by the City Council of the City of Kuna on the _____ day of _____, 2023 by the following vote:

Ayes: _____

Noes: _____

Absent: _____

By: _____
Chris Engels, City Clerk