



OFFICIALS
Joe Stear, Mayor
Greg McPherson, Council President
Chris Bruce, Council Member
Matt Biggs, Council Member
John Laraway, Council Member

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

City Council Meeting
AGENDA
Tuesday, October 17, 2023

6:00 P.M. REGULAR CITY COUNCIL

For questions, please call the Kuna City Clerk’s Office at (208) 387-7726.

ALL ITEMS ON THE KUNA CITY COUNCIL AGENDA ARE CONSIDERED ACTION ITEMS UNLESS OTHERWISE INSTRUCTED BY THE CITY COUNCIL.

1. Call to Order and Roll Call

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 October 03, 2023**
- B. Accounts Payable Dated October 12, 2023, in the amount of \$2,547,217.36**
- C. Findings of Facts**
 - 1. Case Nos. 21-13-AN & 21-09 S Lee Country Subdivision
 - 2. Case No. 23-07-TE Fossil Creek Subdivision No. 2

D. Resolutions

- 1. Resolution R80-2023**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A CASH BOND BY HAYDEN HOMES IDAHO, LLC, FOR ASHTON ESTATES SUBDIVISION NO. 5 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

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 R81-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE “*SERVICES AGREEMENT*” WITH CRIME STOPPERS OF SOUTHWEST IDAHO, AN IDAHO NON-PROFIT CORPORATION. AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

3. Resolution R82-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE AGREEMENT BETWEEN THE CITY OF KUNA (OWNER) AND IDAHO SITE WORKS, LLC (CONTRACTOR) FOR CONSTRUCTION CONTRACT FOR THE PATAGONIA PARK, PHASE II, UNDERGROUND AND HARDSCAPE IMPROVEMENTS FOR THE CITY OF KUNA; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

4. Resolution R83-2023

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO:

- MAKING CERTAIN FINDINGS OF AUTHORITY AND PURPOSE; AND
- ESTABLISHING THE KUNA MUNICIPAL IRRIGATION SYSTEM POLICIES WHICH INCLUDE:
 - ESTABLISHING THE KUNA MUNICIPAL IRRIGATION SYSTEM CONNECTION, SERVICE, AND IRRIGATION SUPPLY FEES POLICY; AND
 - ESTABLISHING THE KUNA MUNICIPAL IRRIGATION SYSTEM UNIFORM IRRIGATION WATER SUPPLY ASSESSMENT METHOD POLICY; AND
 - ESTABLISHING THE KUNA MUNICIPAL IRRIGATION SYSTEM CUSTOMER BILLING AND PAYMENT POLICY; AND
 - ESTABLISHING THE KUNA MUNICIPAL IRRIGATION SYSTEM CUSTOMER SERVICE CHARGES POLICY; AND
 - ESTABLISHING THE KUNA MUNICIPAL IRRIGATION SYSTEM LOT AND PARCEL WATER ALLOTMENT POLICY; AND
 - ESTABLISHING THE KUNA MUNICIPAL IRRIGATION SYSTEM IRRIGATION WATER USE AND ENFORCEMENT POLICY; AND
 - REPEALING PRIOR CITY AND/OR KUNA MUNICIPAL IRRIGATION SYSTEM RESOLUTIONS R81-2022; AND

- PROVIDING A SEVERABILITY CLAUSE; AND
- PROVIDING AN EFFECTIVE DATE.

5. Resolution R84-2023

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE TRANSMISSION FACILITIES EASEMENT AGREEMENT BETWEEN THE CITY OF KUNA (OWNER) AND KUNA BESS LLC (COMPANY).

5. External Reports

- A. Ada County Sheriff Presentation on Jail Bond Needs. Sheriff, Matt Clifford.

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. 23-02-CPF (Combo Plat) & 23-04-ZC (Rezone) for Serving Subdivision – Jessica Hall, Associate Planner **ACTION ITEM**

Applicant requests approval to re-plat a portion of Letha's Subdivision by Combing Lot 1/Portion of Lt 4 (APN: R5225750015), and Lot 2 (APN: R5225750020), and to Rezone from R-6 (Medium Density Residential) to C-1 (Neighborhood Commercial). The subject sites are located near the Northeast corner of N Franklin & W 4th Street; Section 23, Township 2 North, Range 1 West.

Open Public Hearing

Receive evidence

Consideration to close evidence presentation and proceed to deliberation

- B. Consideration Case Nos. 23-01-CPF (Combination Plat) and 23-03-ZC (Rezone) for Hagler Subdivision – Jessica Hall, Associate Planner **ACTION ITEM** – *Tabled from October 3, 2023*

Applicant requests Combination Plat approval to re-subdivide Lot 2, Block 1 of the Fay Subdivision into three (3) total lots, and Rezone from A (Agriculture) to an R-2 (Low Density Residential) Zone. The site is located at 227 W King Road (APN: R2759000200): Section 35, Township 2 North, Range 1 West.

Open Public Hearing

Receive evidence

Consideration to close evidence presentation and proceed to deliberation

- C. Consideration to approve Case No. 23-01-OA (Ordinance Amendment): The City of Kuna requests consideration from the City Council for an Ordinance Amendment to combine Title 5, Zoning Regulations and Title 6, Subdivision Regulations into one Development Regulation Title. Doug Hanson, Planning & Zoning Director **ACTION ITEM** – *Public Hearing closed on 09.19.2023 and tabled to a date certain of 10.17.2023.*

7. Business Items:

- A. Consideration to approve Park Impact Fee Contingency Request for Helen Zamzow Park, Bobby Withrow, Parks Director **ACTION ITEM**
- B. Consideration and Ratification of Contingency Funds, Chris Engels, City Clerk **ACTION ITEM**

8. Ordinances:

- A. Consideration to approve Ordinance 2023-23 **ACTION ITEM**

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

- MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND
- ANNEXING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NO. R7321000501 OWNED BY JOHNNY T. SWANSON AND VALDEEN M. SWANSON, WITHIN UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO; AND
- ESTABLISHING THE ZONING CLASSIFICATIONS OF SAID REAL PROPERTY; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

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, October 03, 2023

6:00 P.M. REGULAR CITY COUNCIL

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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 00:00:18)

COUNCIL MEMBERS PRESENT:

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

CITY STAFF PRESENT:

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

2. Invocation

3. Pledge of Allegiance: Mayor Stear

(Timestamp 00:00:38)

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 00:01:06)

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- A. Regular City Council Meeting Minutes Dated September 19, 2023
- B. Accounts Payable Dated September 26, 2023, in the amount of \$1,126,197.70
- C. Resolutions

- 1. Resolution R75-2023

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO ACCEPTING THE AGREEMENT FOR TEMPORARY EASEMENT FROM ARROYO CAP-II, LLC.

- 1. Resolution R76-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE “*CORRECTION DEED AND CORRECTION QUITCLAIM DEED AND ACCEPTANCE FOR LOT 4, BLOCK 2 OF SHORTLINE PARK NO. 1 PLAT*” WITH MRS PROPERTIES, LLC; AND AUTHORIZING THE MAYOR TO ACCEPT AND SIGN; AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

- 2. Resolution R61-2023A

A RESOLUTION AMENDING PORTIONS OF RESOLUTION R61-2022 THAT: SETS FORTH THE AUTHORITY FOR ADOPTING WATER CONNECTION FEES AND MONTHLY WATER SERVICE RATES; ESTABLISHES FEES FOR CONNECTING TO THE WATER SYSTEM; ESTABLISHES WATER USE FEES THAT ARE NOW AMENDED WITH WATER RATE CHANGES FOR ALL CUSTOMERS; PROVIDES FOR MISCELLANEOUS WATER CUSTOMER SERVICE POLICIES; SETS FORTH MINIMUM LINE SIZES; REPEALS FEES ESTABLISHED BY EARLIER RESOLUTIONS; AND SETS AN EFFECTIVE DATE.

- 3. Resolution R62-2023A

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO SETTING FORTH FINDINGS; AND SUPERSEEDING, AMENDING, AND REFORMING CITY COUNCIL RESOLUTION R60-2022; AND ESTABLISHING FEES FOR CONNECTING TO SANITARY SEWER SYSTEM; AND ESTABLISHING MONTHLY SEWER USE FEES; AND ESTABLISHING MINIMUM SEWER LINE SIZES; AND ESTABLISHING OTHER CHARGES; AND ESTABLISHING AN EFFECTIVE DATE.

- 4. Resolution R77-2023

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A NEW FEE SCHEDULE FOR TRASH COLLECTION SERVICES THAT REFLECTS A RATE INCREASE OF 4.48% FOR EACH SERVICE RELATED TO THE CITY’S COLLECTION, HAULING AND REMOVAL OF SOLID WASTE WITH ITS

CONTRACTOR J&M SANITATION, WITH AN EFFECTIVE DATE OF NOVEMBER 1, 2023.

Mayor Stear First item is the consent agenda, is there any questions or comments or anything you want pulled for discussion?

Council Member Biggs Not anymore, I have my question answered earlier.

Council President McPherson Good. I would move we approve the consent agenda as published.

Council Member Biggs Second.

Mayor Stear Motion is made and seconded. Is there any further discussion?

Mayor Stear Chris, would you poll the Council, please?

City Clerk Chris Engels Council Member Bruce.

Council Member Bruce Aye.

City Clerk Chris Engels Council Member Biggs.

Council Member Biggs Aye.

City Clerk Chris Engels Council President McPherson.

Council President McPherson Aye.

Mayor Stear And that motion carries.

Motion To: Approve the Consent Agenda

Motion By: Council President McPherson

Motion Seconded: Council Member Biggs

Further Discussion: None

Approved by the Following Roll Call Vote:

Voting Aye: Council Members, McPherson, Bruce, Biggs

Voting No: None

Absent: Laraway

Motion Passed: 3-0-1

4.1.A Employee Appreciation

(Timestamp 00:01:31)

Mayor Stear We're going to start out tonight with employee appreciation. I'm going to start with Carol Merritt. She's retiring. Carol's been working in the utility billing department as an accounting specialist. She's dedicated over 24 years of her life to public service, first in Alaska with the City of Cordova for about 20 years. And then we were lucky enough to have her here for a little over 4 years. Carol was a great addition to our team, bringing her vast amount of knowledge and experience. She's been a pleasure to work with and we wish her all the best in her retirement. Carol's one of those that her smile made everybody's day, so she's certainly going to be missed.

And I enjoy this one because we get to watch Bobby all turn red. Bobby Withrow has been with us now for 20 years. He's dedicated 20 years of his life to serving the City of Kuna and its community. His unwavering commitment and exceptional service have been a tremendous asset to the City, and we are fortunate to have him on our team. We're never going to let Bobby retire. Bobby's dedication and hard work have not gone unnoticed, and his positive attitude has been infectious to those around him. Throughout his tenure, Bobby has demonstrated a deep understanding of the City's needs and has worked tirelessly to ensure that those needs are met. His passion for public service, combined with his extensive knowledge and experience, have made him invaluable as an asset to the City of Kuna. His contributions have been instrumental in shaping our community and ensuring its continued success. We're grateful for Bobby's contributions and look forward to many more years of his dedicated service. Congratulations, Bobby, on this remarkable milestone.

5. Public Hearings:

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(Timestamp 00:04:17)

- A.** Consideration to approve Case Nos. 21-13-AN (Annexation), and 21-09-S (Preliminary Plat). – Applicant requests Annexation approval for approximately 76.02 acres and to zone the property R-6, R-12 and C-2; and requests Preliminary Plat approval in order to subdivide the site into 16 Commercial Lots, 132 single-family lots, 9 multi-family lots and 22 common lots. The site is located at the southwest corner of Meridian and Hubbard Roads. – Troy Behunin, Senior Planner **ACTION ITEM**

Open Public Hearing

Receive evidence

Consideration to close evidence presentation and proceed to deliberation

Mayor Stear Right. That takes us right to public hearings. Item A is consideration to approve case numbers 21-13-AN annexation and 21-09-S preliminary plat. The applicant requests annexation approval for approximately 76.02 acres. And to zone the property R6, R12, and C2 and request preliminary plat approval in order to subdivide the site into 16 commercial lots, 132 single family Lots, 9 multi-family lots and 22 common lots. This site is located at the southwest corner of Meridian and Hubbard Roads. I think this one I believe this is the one that has been on social media. Council and I are. It's the law that we can't look at these or have any conversations about these prior to a public hearing. So, the first Council or I get to hear about these when our packets come out on Fridays. And someone had actually tagged me into that post, and when I saw what it was, I tried to do a real quick answer. It was basically, I think it said something about asking if Council could deny this project and all. All I said was that. Council is not required to do annexations and I and then I got out of the post and didn't look at it anymore. So, I just wanted to declare that those are *ex-parte* communications that we have to make part of the record here tonight at the public hearing. And so, is there anybody else that needs to declare any?

Council Member Bruce I did comment on that as well about process on the same post.

Mayor Stear Okay. And I'm not certain that it was even about this one. I'm assuming it is, but anyway, I just wanted to make those declarations clear before we got started. Troy, you may have the floor, Sir.

City Senior Planner, Troy Behunin Good evening, Mr. Mayor, and members of the Council. Troy Behunin Senior Planner, 751 W 4th St. here in Kuna Planning Zoning department. So, the applications before you this evening request annexation approval in order to bring and to have joined the City of Kuna. Approximately 76.20 acres into the city and zone the property. In specific parts. Medium density R6, high density R12, and commercial C2. The applicant is also requesting preliminary plat approval in order to divide this 72.02 acres into 348 total residential units, 21 common lots and approximately 16 commercial lots. Public Works in exhibit 2.23, B. states that Public Works can support the Lee Country Subdivision development since the 18-inch Danskin Sewer Force main construction has recently been completed. If approved, a QLPE which is qualified licensed professional engineer, or a will serve letter. That's kind of the going term it can. It can support up to 40 EDU's or connections.

For the Lee Country subdivision, following resolution R90-2022. The Planning and Zoning staff agrees with Public Works assessment. Staff has reviewed the proposed annexation and the preliminary plat for compliance with Kuna city code, Kuna City comprehensive plan, the Kuna comprehensive plan map and finds that it does follow each of them. It also follows 50 Idaho State statutes, 50-222. 6765 the land 'Local Land Use Planning Act' and the If the Council does approve the annexation and the preliminary plat staff recommends that the applicant be subject to the proposed recommended conditions of approval that are outlined in Council's memo in the packet. There is a presentation by the applicant which has been attached to the PDF and the applicant is also here tonight to make that presentation. And I'll be standing by or sitting by whichever you want to say. If you have any questions and I'm available.

Mayor Stear Okay. Questions for Troy?

Council Member Bruce and Council Member Biggs Not yet, thank you, Troy.

Mayor Stear Would the applicant like to present?

Patrick Connor What's the best way for me to?

[inaudible background noise]

Patrick Connor Perfect. Good evening Mr. Mayor, Council. My name is Patrick Connor. Address is 701 S Allen St. in Meridian. I am very excited to stand in front of you all tonight. We've actually been working on this project since summer of 2020, and actually about three years ago. And October is kind of the first time we sat down with Doug, his team. Lisa Holland at the time, and Paul was sewer and talking about this particular site, which is on a very busy intersection, very visible intersection and want to talk with the city about kind of what their thought and their best land use practice would be for this particular site and I'm excited to present to you all Lee County. So as Troy said, it's about 7276 acres R6 R12 and C2 zone all about evenly split 1/3 for each of those zones. We're proposing 132 single family lots, 16 commercial lots, 19 common lots, 9 apartment lots there and then almost 5 acres of open space. The vicinity map. It is on the southwest corner of Hubbard and Ardell. And here's some commercial things around us as well as schools. A little bit closer in the site there is an improved preliminary plot of Legito Plaza across the street that has similar zoning to our project and also a planned project by CBH on the north side of Hubbard. Future land use map shows business commercial along the highway corridor there and then mixed-use as you see in pink. So that was kind of whenever we first start talking to city about how do we blend single-family, multi-family, commercial kind of ended up in the land use plan that we have today. The current zoning, it is in the county. And then this is what we were proposing this evening with C2 R12 and R6. This is the site plan kind of turned or rotated 90 degrees to the left, but the blue is the single family. The red is the multi-family and the yellow is the commercial.

The way that we kind of visualize the site would be closer to the intersection would be kind of you know more retail, restaurants use and then the on the southern side of that Yellow C2 would be more kind of like an office or more kind of flexible space there to be determined. Also in addition, any sort of multi-family or commercial site will have to go through the design review process with the city. So, we are residential developers and so we would develop the whole site, but we would only build on the single-family portion of it. The rest of the site we would develop into lots, but then we would not actually build the structures or anything like that. That would be a separate build or a separate application for the design review. This kind of shows more the preliminary plat. Again it's 132 single-family lots. You can see the commercial and the multi-family there. And actually so, the open space is all almost 5 acres, about 3 1/2 of that open space is in the single-family area, which represents about 22% of the single-family portion of the site. Shows kind of how those single-family lots are split up, so the kind of orange ones are those smaller 40-foot lots is transitioned to the commercial, the blue are the 50-foot wide lots which are the same size as Gray Hawk, which is to our West which we developed about a decade ago and Gray Hawk West on the on the West side of that. And the purple, their larger 60-foot lots that would give us opportunities for 3rd car garages. Here's a showing of some of our elevations of the 40-foot, 50-foot-wide, and then larger 60-foot-wide lots there. And then this is again just draft

elevations. Again, we are not going to be the builders for the multi-family, but this is what we kind of envision and propose in that higher density multifamily area.

Amenities we are proposing playground pavilion on the single-family side on the multi-family side, we would have a pool in the clubhouse and that could be written into this development agreement ensuring that they have their own dedicated amenities there. There's also a green buffer between the single-family and the commercial, as well as a wall there between the two land uses. This is kind of our pathway system outside of what is directly adjacent to the street. So, it's separated pathway system there. And there are well, we'll get into that. So, here's a shot of the amenities. Again, a pavilion, playground, park space and then the apartment and clubhouse. The pool house for the apartment complex. Potential businesses, this is actually a very sought after corner, we've had a lot of interest of folks over the years that we've been kind of walking this through this entitlement process. Big box retailers' potential, there's office users potential. There are no economic development department. There's folks that are interested in having office space here or having offices in Kuna and now that Kuna has had a has a lot of rooftops and a lot of people living here. There is more interest and a more mature kind of commercial use there as well as activity centers or daycares facilities is just some of the examples of what some of the space could be used for. Obviously, there's a lot of commercial benefits and a growing and maturing city, so I think. This is a quote from the Mayor at one point, but I'm saying that Kuna needs a stronger commercial tax base in order to take some of the proper tax burden off of the people that live in Kuna. About 90% of Kuna's property tax base comes from residential. Residential property as opposed to non-residential like commercial, just as a comparison, Boise and Meridian are about 68, 67% residential and the latter being commercial. So, 90% is a very high kind of burden that the property owners of Kuna are bearing. So as cities grow and as they change and mature more commercial property becomes more viable here most more folks look to locate businesses here and it's a direct benefit of services to the community. Less time on the Road driving to other cities, more tax dollars, staying in town, opportunities for employment, fostering local small businesses. It's just better overall for your economic health as well as keeping cars off the Road and leaving town and keeping those cars here and keeping the folks here and then more job opportunities potentially for office complexes there and retail and commercial opportunities. This is just a snapshot of commercial property tax revenue for every \$1,000,000 of commercial valuation. And then just want to touch on one item of school support. I've had a few meetings with members of the school district and their consultants and talking about kind of how we are prepared to support the school district. And we're obviously in strong support of the bonds we send out mailers and flyers to. Our communities, as bonds come up, putting signage on our properties asking to vote yes.

As you know, Kuna Schools are in kind of a crisis of facilities and lack of facilities just as just kind of talking about it. I know there's been a lot of chatter about this voluntary fee of impact fee of. Giving schools a voluntary fee and we kind of ran up the chain of our new ownership and our new kind of legal counsel and they are not on board with some sort of voluntary fee. In fact, they liken to it as a potential bribe situation or kind of an extortionary situation. So the idea that we're going to be paying money or committing to pay money directly to a school district in exchange for their, you know, voice of support at this podium tonight, they did not feel comfortable doing. And so again, there are corporate governance laws and accounts laws that we need to be following and that's not something that they are going to be that we are generally going to support

tonight. There's other ways that we'd like to support, as I said, through getting out the word for the bond election as well as working with the school district and finding property and finding pieces of land. There's other properties that we've worked with them on as far as doing utility instruction, infrastructure improvements that will extend to their sites. I know that the school district is looking particularly for a site on the southwest portion of town I've talked to Principal Robbie Reno about that and as we're looking at that side of town, we can work together and be partners on that level. But when it comes just for full disclosure, when it comes to paying a fee, we are we are not on board with that sort of action. The transportation investments there are quite a few areas that we are going to be continuing our proportional share to.

One thing I want to make clear is that I completely understand that this will affect the current traffic flow in the city of Kuna, but I also... I believe the ACHD staff report, which took about nine months for us to get out of ACHD, has a lot of thought and a lot of effort into how we're going to address certain traffic issues. So those are listed here. Just real quick the a route for a while there was concern about the our traffic cutting through the existing Gray Hawk subdivision. We now or we have a connection point to Hubbard within our subdivision as opposed to having a cold SAC there. So that'll take some relief on folks cutting through that area. Long Hubbard Lane up until Meridian Road. We will be doing some widening on that street as well as we are conditioned to have two left turn lanes. So, coming driving West down, Hubbard taking a left on Meridian, turning North there be requirement for two left turn lanes there at the point. That the commercial would come online and that's a condition of approval in the ACHD staff report. And then Ardell on the South ITD has said, that in the future, Ardell will most likely be a right in right out intersection. We will be doing some widening along Ardell up until that point, but again that's something that ITD and ACHD are going to be working through in the future. Right now, it's still a full access intersection, but in the future it will change. Also, for intersection improvement, the Hubbard letter intersection per the ACHD staff report will need to be improved to 3 R3 signal or a roundabout in the future. This is also a condition as you all may remember for our project Sabino's Rocky Ridge and also kind of the same sort of parameters as far as the number of peak trips during the afternoon.

[Timer beeps in the background]

Patrick Connor Can I just finish? A couple more thoughts, if that's okay. Can I get a couple more minutes? Just two more minutes if I can.

[Inaudible background conversation]

Patrick Connor Okay. Thank you.

[Inaudible background conversation]

Patrick Connor Are there any questions at this point or just wait for rebuttal?

Mayor Stear Any questions for the applicant?

Council Member Bruce Yeah, not at this point, Mr. Thank you. Thank you.

Mayor Stear All right, this is a public hearing. Is there anybody who's going to want to testify in this matter that didn't get a chance to sign in? Okay. Well, let me just go down this list here and then I'll just throw something at me if I forget about it, okay? All right. Testimony is limited to 3 minutes, but I usually don't hold tight to that because I want to hear what the public has to say, so just kind of stay close to that as you can. Cristin Sandu? If you would just state your name and address for the record.

Cristin Sandu Members of the Council, Mayor, and fellow community members for the record, my name is Cristin Sandu 3070 N Saratoga Way, Kuna. I'm here today to strongly voice my opposition to the approval of the Lee Country Subdivision. With a limited speaking time, I'll be concise, but I hope this point shed light on why we should deny or at the very least, to reevaluate the Lee Country Subdivision. We've repeatedly raised the same concerns.

Our schools are overcrowded, our sewage system is at capacity and our community infrastructure simply can't handle more growth. During the previous Council meeting, Mayor, you mentioned that the need for someone to step up and take action. Today I'm that person. I stand here not as an individual, but as a representative of many who share these concerns. Together, we advocate for the future of our community. It is my strong belief that this decision should be grounded in fact, not emotions. Allow me to present the following factual points concerning this project. While reviewing the documents submitted for consideration, I noticed that the Kuna Rural Fire District issued their support for the proposed subdivision on 12/28/2021. Since then, our city has experienced significant population growth. Therefore, it's crucial to conduct a fresh evaluation. Considering the changes our community has undergone since 2021.

Additionally, apart from the population growth, both the ACHD and ITD have recommended infrastructure changes from the developer. I have engaged in discussion with the Kuna Rural Fire District and have submitted a copy of the development proposal to them in the course of our conversation, I was informed that any modification made subsequent to their initial approval will necessitate submission to the Fire District for new review and new approval. Upon reviewing the ACHD report, it is clear that ADHD consistently emphasizes throughout the document that the project exceeds acceptable thresholds set by the ACHD for the 2030 conditions. Additionally, ACHD specify specifies that is imperative for the applicant to widen and improve Hubbard Road before any approval is granted.

I know that the gentleman before me showed some improvements. However, in the ACHD package, the applicant has failed to submit a proposal to the ACHD detailing the required improvements on Hubbard Road. The impact study found that this development is estimated to generate 15,391 additional vehicles per day. It is important to note that the average daily traffic counts are based on the ACHD's most current traffic counts at the time of the study being January 7th, 2021 and January 12, 2021. The ACHD and neighboring communities have raised concerns about the cut through traffic. It's worth noting that the northern residential portion of the site will not have direct access to Hubbard Rd. I know that the gentleman before me emphasized on that without this district, without this direct access, traffic will need to use local Roads such as Desi St. through Williams Ave. to enter and exit the development. The ACHD recommends that traffic should not exceed 2000 daily trips on local Road by district policy, and the study estimated that the total.

[Timer beeps]

Mayor Stear You can go ahead and finish your thoughts.

Cristin Sandu And the study estimated that the total will be 1215 daily trips, less than the 2000 daily trips recommended. However, I'd like to emphasize that this study was conducted in 2021 and we are now approaching the end of 2023. Much has changed since then, cut through traffic is not only disturbing, but also dangerous. And ACHD has repeatedly mentioned in the in their document that certain infrastructure and traffic measures such as signals or roundabouts, would be required sooner due to that, due to the rapid development happening in our area, which indicates that their estimate of the 1215 daily trips might not be that accurate. I also came across information on ACHD package that raises concern about the potential mixing of commercial and residential traffic within the development. This brings me to my next point, which is of great significance. We must take into account the nature of the commercial businesses that will incorporate into this Plaza in the development proposal there, if there was an image featuring an in and out food establishment, please note that I'm not making any claims about in and out coming to Kuna. But it serves as an illustrative example.

It is imperative that we consider the implication of hosting a widely popular fast-food chain, like In-and-Out. While such an establishment could potentially boost tax revenue, it also carries the risk of placing an overwhelming burden on our infrastructure, giving its immense popularity, if a chain of this caliber were to establish a presence in Kuna, we could anticipate a surge in traffic from all corners of the valley. This influx would undoubtedly have a substantial impact on our community and could significantly disrupt the findings of impact study. In regards to Public Works, it's worth noting that the Public Work department has shown its support for the approval of this application, citing the completion of the necessary 18 inch Danskin sewer force main. However, it's important to consider that sewer access operates on a first come, first serve basis. Given that we've already approved other projects, it raises a valid question. Why does this particular subdivision stand in queue for sewer access? Title Six, chapter 2623, D 17 Fair requirement for preliminary plants should specify the inclusion of up-to-date hydro and soil reports with a maximum age of 12 months from the submission date, it is essential that this reports have visible and visibly incorporated into the preliminary plat were submitted separately as a part of the package. In the event that this reports are available to the public, it would be beneficial to provide access to this critical information, if it exist.

This information should be at the core of our decision-making process, safeguarding the paramount interest of our community. It is our duty to ensure that the choices we make today reflect our commitment to the well-being and sustainable growth of our own town. By taking this update, updated facts, and emerging concerns into account, we can make informed decisions that align with the best interests of our residents. As we move forward in the discussion regarding the Lee County Subdivision. Let us remember that the choices we make today will have a lasting impact on our community. Responsible development is not only a matter of ensuring that our infrastructure can handle growth, but also of maintaining the quality of life that our residents cherish. We owe it to our citizens to prioritize their safety, comfort and prosperity. I thank you for your attention and consideration of these crucial factors.

Mayor Stear Thank you, anybody have any questions for Cristin?

[Applause from background]

Mayor Stear Right Let's just take a real quick pause. I want to get a couple more seats in here for...

[Inaudible background noise]

Mayor Stear All right, Jenny Turnbull.

Jenny Turnbull Thank you, Mayor, members of the City Council. If I'd known we were going to have possibly more than 3 minutes, I probably would have had a little longer presentation, but given that I'm bringing forward something that I think is very important regarding the actual processing of the subdivision.

Mayor Stear If you would just state your name.

Jenny Turnbull Oh, sorry, Jenny Turnbull. I live address also 2552 N Hose Gulch Ave. Kuna and I apologize for my voice. Hopefully I'm understandable.

Mayor Stear We won't hold that time against.

Jenny Turnbull You thank you. So, on page 8 of staff report, section 7 proposed finding a fact 7.1 reads as follows. Have the public notice requirements been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho. Code and city ordinances staff response reads that the applicant held a neighborhood meeting September 9th, 2021. 12 attendees attended the meeting in accordance with Idaho Code and Kuna City. What concerns me is that in Kuna city code Chapter 5, section 1A-2, subsection B5 states that the neighborhood meeting shall not be conducted more than two months prior to the acceptance of the application. Subsection D states a public hearing, if required shall be held no later than 60 days after the date of application acceptance. City Code Chapter 5, section 1-6-1, subsection C states that the word "shall" is a mandatory requirement. It is not a guideline in summary city code section 5-1A-2 requires an application for subdivision to be conducted in a timely manner that is consistent with Idaho statutes. Title 67, Chapter 65 and it allows no more than four months to transpire from neighborhood meeting to first public hearing. The neighborhood meeting to review this project was again held on September 9th, 2021. People who currently live in the neighboring subdivision. A number of them were not present within the subdivision at that time and have not had an opportunity to work with the developer on their concerns. The first public hearing for the proposed project was held on June 23rd, 2023, just shy of two years later. Based on this, it appears the application is not in compliance with Kuna city code Chapter 5, and that finding fact of fact 7.1 cannot be made, which would mean the application should not be considered further until the identified noncompliance has been remedied. Thank you.

Council Member Bruce Thank you.

Mayor Stear Thank you.

Mayor Stear Rene Houston. Renee Houston. I probably said it wrong.

Renne Houston I don't know why I put my maiden name. Renee Houston, 2208 N Hose Golf Ave. Kuna. Unlike the two people before me who had lots of code and statue ready to present, I do not. I am just speaking from the heart and the fact that I moved to Kuna with the goal of raising my family here and keeping the small-town vibes. I don't feel that that's the direction that Kuna is continuing and I'm sad for that, I chose Kuna and there's a lot of places to choose from and. The schools are suffering and the EMS infrastructure is suffering. I'm really proud of the new police station. It's beautiful and I'm excited for that but not even looking at the structure of what this will bring, I think that the community has been speaking on social media, the neighbors. Nobody is excited for this. Nobody's asked for this. Nobody wants this to happen. And so what I ask is that if you guys choose to pass this tonight to give us a reason why the community needs it and why we should have it.

[Applause from background]

Renne Houston That's all I have to say. Thank you.

Mayor Stear Very nice. Thank you.

Council Member Bruce Just as good.

Mayor Stear Beverly Wolf

Beverly Wolf Good evening, Beverly Wolfe, 3420 W Commemoration Ave. Thank you for hearing me. So, I don't live adjacent to this division, but I echo what the previous speaker said about the density that's going on in the city and the fast building. I had a question about the Sewer, I thought it said that the Mason Creek trunk line needed to be operational isn't that different from the lift station. Anybody can answer that? I don't know. Somebody already spoke about traffic, so it won't be repetitive. The schools, however, are a hot button and here's why I moved here only less than two years ago. I am paying all my taxes for a bill that was passed in 2017. To build a high school, Swan falls, it only built 1/3 of the school. Well, if I'm lucky, I'll live to pay off the interest of just that bond. Every bond we get imposed with it puts us in bondage. I mean, we're literally a slave to the debt of this forever. And you guys want more and more and more. The last one didn't pass. But when's the next one? The developer will encourage the passage of the bond or the levy that comes up for vote, and that's lovely. Except he's not paying it, we are. And I don't know about anybody else, it's getting more and more expensive to live here. Our utility bills are going up at alarming rates every year, they're jumping at exponential rates. I don't get it. The traffic, the sewage, the schools, I mean, how much more do you want? There's a there's a note. I think it's on the last page of your 'Envision Plan'. It says nothing in the United States Constitution's Fifth Amendment requires a government entity to promote the maximum development of a site at the expense of the public purse or to the detriment of the public interest. Taxpayers need not subsidize unwise development. This is a beautiful plan. It's really nice that you want to add all this, but what

do we want? You know, what do the people want? Is it time to look at the map again? Because, coming in clean, cold from out of state and didn't know it was. There I might not have bought where I bought. If I'd known what the map was gonna do to me. I just don't understand why you're moving so fast. Let's get all the 5th graders together and see if they could redraw a better plan. Why can't we mix agriculture and development? I'm just saying.

[Applause from background]

Beverly Wolf. It could be side by side. The traffic doesn't have to be hellacious. I don't see you guys putting in the freeways. I came from California. Where are you going to put all these cars. How are people going to get out safely if there's that much density of high development in the middle? If there's a fire, if there's a flood, if there's a school emergency, everybody has to get out and pick up their kids. How are they going to get out?

Council Member Bruce Thank you, Mrs. Wolf.

Mayor Stear Thank you, Beverly. Jeremy Hamilton, did you wish to testify? Okay. Didn't that... Left your options open because you didn't mark it either way, so that's good.

Jeremy Hamilton Jeremy Hamilton, 2617 N Hose Gulch Ave. here in Kuna. As I was listening to the past couple individuals stand up. I could think of hardly anything else more to say than "amen" especially this this last lady. She's up here shaking and everything, and she hit the nail right on the head. When we were presented this plan. We told the person presenting us and I'm trying. I don't remember when it was. It was probably... the ...September 2021. We told them about Hubbard Road, great. We want to widen Hubbard Road, great. That that that's all going to happen. Problem is in the previous picture that was there was option A. It goes right in front of our house. And we told the person "take this subdivision, divide it in half". On the left-hand side. Right, this this graphic goes up and, the, if you divide that right in half, you've got two Roads. That empty into the Gray Hawk. I can guarantee you. If I'm in anyone of those houses, I am not going to turn onto Harvard Rd. I'm going to go through the subdivision and go out Hubbard. One thing I don't know has been stated, we were told. We will do a traffic study. Okay, fine. Do I trust it? No, I don't. Reason being, there are a few of us in this in this room. That have witnessed the traffic currently on Hubbard Rd. Widening it to four lanes is not going to do much because the distance between the light and Meridian Rd. and where they're going to put this entrance. Regularly, traffic backs up beyond that. So, you're going to have to go through Gray Hawk subdivision or you can't get out. And I love what she said because it's something I've been thinking about. If we have to evacuate this area, what is this going to do to the people that live in Gray Hawk. Because even if. Even if everyone goes out the planned way, they're going to. Go out the. They're going to go out. On to shut down. The Hubbard, or straight onto our Dell. It's not going to happen when that traffic backs up. They're going to find the fastest route out and it's going to be going through Gray Hawk and it's just going to be too much of a burden on us. That's all I have to say, Thank you very much. Thank you.

Mayor Stear Thank you. Danielle Horrace.

Danielle Horrace Good evening, Mr. Mayor, Council Members. Danielle Horace Kuna School District Director of Strategic Partners, and I am at 711 E Porter. I have a clarity question. Is it possible for more people to testify if they haven't signed in? There are questions around here.

Mayor Stear I think we can we can do that.

Danielle Horrace So yes. Okay. Thank you. Well, I want to start with a legal definition of extortion because I think we need to define that word so that word is the use of force or threat of force to obtain money or another item of value from another person. Many jurisdictions classify extortion as a crime against property, but the threat of harm to a person is an essential element of the offense. So, I'm here saying that I do not extort on behalf of Kuna School District. And I resent the implication. What I will do is support the heck out of our kids, and I will do so loudly and proudly with them. So, I want to share with you this new school, this or this new development is going to directly impact Silver Trail Elementary, Kuna Middle School, and Kuna Swan Falls. Okay, let me share with you a little bit of the numbers. They're not great. Silver Trail currently has 583 littlest students there. We're at a capacity of 616. That's 95% capacity right now, today, that's not accounting for the already the other developments approved, right? So, we already know that even if we go to our voters and ask for a bond Silver Trail is going to be full. It's going to be full 110, 140 and 170 percent capacity? That's really up to us today, but we already know it's going to be full. Kuna Middle School capacity of 810, current students, 739 of those awkward little people running around middle school, that's 91% capacity. Are we going to go for 100 and 130? What's our goal here? How do we want to serve our kids? Swan Falls High School Kuna 1900 students' capacity.

We did, we built what we could with the money that our residents could afford. We have 1904 kids there. These are our future. This is our, these are our residents and our workers, and we're at 101 capacity today. So, this is not me pressing the red button and saying, hey, I think there might be a problem. I'm telling you, loudly, it's a problem today. I also want to share with you something I did meet with, Mr. Connors. We had a great conversation. He was very different today. I'll tell you that. In that conversation, it was brought up that in June. Locally owned Hubble by a gentleman that is known in the community, sold Hubble to a Japanese based. They call themselves a regional power builder. They're called "Sekisui", and if I say that wrong, I'm sorry, but that's what I looked up and how to say it. Hubble's annual revenue has \$300 million. They just acquired another Houston based Texas and they like to call them power builders. Their annual revenue is 514 million. I'm telling you these folks have some money. And we need it. We need it for our kids. We need it for our schools. And frankly, we should stop going to our residents and asking them to pay for the cost of growth. Kuna has grown faster than the systems we have to support adding new residents, period. Thank you.

Multiple Speakers Thank You.

[Applause in background]

Mayor Stear Sandra Allen. And then before you start, excuse me, did we have other people that wanted to testify? I'm going to pass this around. You can sign in on that, if you would please. Need a pen?

Unknown Speaker We've got a stash of them.

[Background noise]

Mayor Stear Alright, yes, you may have the floor. Thank you.

Sandra Allen

[inaudible]...name is Sandra Allen, 1589 N Harem way, Kuna. At risk of putting balls on my back, I'm a former California resident originally started in Washington. Lived in California for a number of years, worked for the State there. One of the largest water departments. Retired and moved to Idaho. Went back to work for the State here in the Department of Lands. I understand how Idaho's constitution works, that basically hamstring any people that live in this community that want to impose these impact fees, which are should rightfully be imposed, get that isn't going to happen. Unfortunately, not enough Mayors, cities, people will speak up and say change this, we cannot afford this. I moved to Kuna about nine years ago, when I adopted my four young grandchildren, because I wanted to live in a rural agricultural community and give these kids a chance to grow up in smaller schools. Big plans, bad idea. The growth I have seen here has been appalling. And everybody you talked to says we don't want this. We don't want this. It keeps getting approved and getting approved and getting approved. Very happy you're willing to put up some signs on people's yards or on your property. They pass this bond. It ain't gonna happen. The people cannot afford it, so if you truly work for the people of the City of Kuna, listen to what these people are saying and do not approve this. We cannot afford this: physically, mentally, financially, period.

[Applause in background]

Mayor Stear Yeah. If you signed in, then go ahead and. Just state your name and the address.

Zach Wilson I'm Zach Wilson. I live at 1122 E Jack Creek St. so I live in the Gray Hawk community. My family and I moved here back in 2018, so way before well, there was still growth happening. But way before what I would consider the boom of growth. So, we watched Ardell developed from nothing. Having that extension go all the way and hook up with Meridian Road, which was needed because we first moved there wasn't any access out like people have been talking about. that was very neat, very awesome. But even since then. Like I have seen more accidents on Meridian Rd. than I've seen in my entire life. Since I've been driving since I was 16. And I'm just, like, appalled by what I'm hearing today from the developer like they think it's going to be something like where they're strong armed into making things work. You could call it a tithe. You could call it a donation.

Mayor Stear If you would just talk to us please.

Zach Wilson Sorry. Sorry, I'm just irritated.

Mayor Stear No, you're fine. That's fine.

Zach Wilson You could call it an offering. You know, if you want you could. You could call it anything you want. If you're going to do marketing for the bond, you could even make yourselves look like the hero and go Hey, we were going to do this, but because we love the community and want to see it grow or however you want to word it, you could say we're going to donate X amount of dollars. To a fund. That gets determined by the city where it gets allocated, whether it's the school, the fire department that need money like crazy, the Police Department, infrastructure stuff. You could even say the fund could go to, you know, building the water sewer system that probably needs updating too. But it irritates me that, like, my family and I moved here due to the small town community stuff. My grandpa was a farmer. I love farmer people. We don't need more residential here, man. Make it all industrial or pick another plot piece of land. I mean, isn't, wasn't there something saying that at some point there was? A certain part of Kuna that was zoned for industrial. So can't we find a spot away from the main corridor that can be more zoned for commercial and just leave that section alone until we figure out a better use for it? Because unless you guys decide to put a light at Ardell and Meridian which most people don't want another light. I don't think a roundabout is going to pull it off. Yeah, it's a mess that's going to get worse if that goes in. I'm neutral. I mean, because I like it. I like what I see, but I don't like the density of it. There is, there is no way that there's good like they've said before, it exits out. And so, yeah, I think it should be nothing but commercial, because we need the jobs, we need the tax dollars, but get rid of all that housing and include maybe a little bit of the play stuff like the greenery we don't we don't need more housing man. And who's going to buy it, right? Didn't we just break into 8% on mortgages and stuff? I've got a graduated senior. I'm going to... I'm forcing her to see wisdom, to stay home and make money so she can have a deposit for a house at some point. Nobody's going to be able to buy that.

Mayor Stear Thank you. And I'm sorry, your name was Zach?

Zach Wilson Yes

Mayor Stear Okay, Navania Hamilton.

Navania Hamilton Thank you for listening to me today and I'm sitting up just I'm on behalf of these students, the kids in our community. Yes, you do notice an accent. I'm from Brazil and I am an educator, a founder, a scholar. And I had experience with overcrowded classes, overcrowded school. And kids suffering communities suffering and Teachers underpaid. And the company open up and say they will not support it they're bringing all of this to the community, and they will not donate to the community because I don't even remember the reason because that is such a thing. A lot of business at the end of the year, they do, they look for donations. I think just the fact that if I build a stand up and say we will not contribute to education. This is just putting down the community. They are not here to help our community, our little ones. Our kindergartener, first grader, middle schoolers, our high schoolers. They need a place to be see it, to have a good education. Yes, we have an amazing teacher. We have an amazing. The Kuna School District is amazing and it's not just this specific. Community cutting, but all the others, but mainly we're talking about this. There is a lot of kids 136 if you every family they only have one kid, two kids. We have more 200 what right 136 times 2 everybody? So it doesn't. Yeah, that's it's only every household only have two kids. So anyway, I think the education sometimes. Is forgotten by our little ones deserve to be noticed and. Heard they are not here today, but I want to speak for them.

Multiple Speakers Thank you.

Mayor Stear Erika. I can't read the last name here. 2296 N Malvern. I'm sorry.

Erika Curtiss Hi, thank you, Mayor and City Council. I'm a parent. I live here in the community 2296 N Malvern. I live in the Sterling Ranch neighborhood and I can speak to the traffic issue because I can tell you right now that there are folks from the Gray Hawk neighborhood. That currently cut through our neighborhood to get over to Deer Flat, we see an excess of traffic through there and they're speeding through there. I see it all the time and it's a newer development. I'm one of the newer buyers in that neighborhood. But I also relocated here two years ago due to a job change. I am a single parent. I chose this community because of the small community, and I wanted my daughter to be in a smaller school system in a smaller environment. And I came from Oregon, and I can tell you right now, I have seen fast growth. I have seen what fast growth does to the schools, what it does to the community. It's not always fantastic. I have seen the detriment it has also done to the population and what it does to students. My daughter comes home from school now and speaking to the schools and how they are my daughter does not have time for a lunch break. She's a freshman and granted, she's trying to balance everything out, but she goes into school. She's got days where she's bussed over to the swan falls and for her other elective classes, and she does not have time to eat. So every day I can make her lunch. I send her off to school with snacks and stuff. But she does not have that time blocked, and it's a very short period and the students, there's full classrooms. Kids are squished, kids are rushed. And you know, my daughter has even said it would be great to see Kuna come up with more family friendly things. I support growth, but I would like to see it be more thoughtful, more purposeful things, like maybe movie theaters, bowling parks, rec centers for the kids. Give the kids an outlet to do things and not get into mischief like give them purpose, give them something to do and be involved with in our community and not have just you know what we have today? I think having all this residential is a mistake. As a parent, somebody who lives here, we have clearly grown way too fast and I would just like to see it pause and slow down. And if we could just be more thoughtful in the purpose of what we want to do in this community and listen to the people of this community, is all I ask that you guys do is please just pause. And I do thank everybody who's done their research and the statistics and everything that they have pulled because that says a lot. And I think that speaks volumes as to what where we're at today. So thank you.

Mayor Stear Well said. Thank you. Linda Kuhn, Kane. You'll have to straighten me out on that one. I almost could have got Linda Kuna out of that.

Linda Kane Yeah, you almost could have. My name is Linda Kane, and I moved into Kuna about a year and a half ago. I feel like I live on 1278 sweet Pearl East Sweet Pearl, so I too am in the Sterling Ranch Subdivision, which I chided Cristin Sandu because it's not the Kuna Ridge or the where the Sterling Ridge at Sterling Ranch, I guess is what we call it. It's what's on our sign. But anyway, my home is literally my backyard is Ardell, so this troubles me because what I see every day. I've never lived in a community in an area where there is a tragic accident every single day. I mean, there's tragic accidents every single day. We had horses that were killed. We had people just right here by Jackson's. This just this week. I mean, it's just horrible people fly down that Road and I feel like if we're just putting the businesses there. I don't think that the businesses are bad,

but I think we have to just be mindful about what we put there. I've been disappointed in Kuna because I don't feel like we need 15 dentists. I don't think that we need 15 pizza shops. I don't think that we need those kinds of things. I think we need things like Erica was saying that we can bring things here that will support our kids and help our kids and help our community. I'd like to keep the Kuna people in Kuna. Why can't we have a good sit down restaurant to go to if we're going to put in a thought out subdivision, nothing against you developer, let's bring in something that's going to support our community, not flood it with a bunch more houses. I mean everybody here that has children in the schools, they I don't have kids in the schools anymore. My kids are raised, but I think that we need to do things to take care of our people here in Kuna better and provide better opportunities for them so they don't have to drive all the way into Boise to do something that's really cool. You know, there's no reason we can't have some developments here that could be good for them and that's all I have to say. Thank you.

Council Member Bruce Thank You.

Mayor Stear Thank you.

[Applause in the background]

Mayor Stear Carrera Atkinson.

Carrera Atkinson Hi Carrera Atkinson, 1225 E Whitbeck Dr. I'm here tonight speaking on behalf of the Gray Hawk HOA board; we have seen huge concern from our community. Many members who cannot be here tonight about the potential traffic burden that we are going to see with this addition. With our streets that have been dead end since the beginning of the development being opened up because there are communities to the West of us on Kay, it's called Gray Hawk West, even though it's part of Gray Hawk South. That with development, you know there will be easier ways for them to get out if they pass through our streets that are right now dead ended. We are concerned about just the impact that it's going to bring to our community as a whole with more people and less resources. There are a lot of people that have moved here that have a problem with the way of life that they came here for being gone. I'm a fourth generation Idahoan and this place looks nothing like what I grew up with, and I'm welcoming and inclusive of everyone that wants to come; but we need to you know, continue to support what they're moving here for also, while keeping what we all love about this place. And I think that continuing to promote Kuna as a bedroom community, essentially, is not sustainable. We need to do business with people that want to enrich our community, not just take the profits and pass it on to homeowners. And it doesn't seem like that's what this builder wants to do. They want to put in more houses that are going to burden our system. Encourage us all to pass bonds or levies so we pay more out of pocket for them to take the money and run. And that's not what Kuna should be about. So, I mean, I'm all for bringing bring the commercial we need it. We need taxes. My kids are going to be in school in a few years, and I don't want them to be overcrowded. I'm sure no one else here does. But we also can't afford, you know, we can't afford to keep paying for more Schools from... give more money to the public schools, when there's just not enough already in in several areas, so that's. All I had, thank you very much for your time.

Mayor Stear and Council Member Bruce Very good. Thank you.

Mayor Stear Let's see okay. Stephanie Paul. Oh, you have not testified. Do you want to?

Stephanie Paul Yeah.

Mayor Stear Okay. All right. Sorry about that. Stephanie Allen, did I call that one yet?

Council Member Biggs She went already.

[Unintelligible]
[Laughter]

Mayor Stear All right, that's all I have. I believe. Is there anybody else who wishes to testify? Oh what's your name? Okay. Yeah, go ahead and come on up and.

Susan Peterson Thank you that last man said so far, there's a couple of issues that I have Susan Peterson, 1320 E Sweet Pearl. I live in Sterling Ranch and my house backs right up and I look at that lot every single day. And please I as much as everybody wants commercial. I have to look at it. So, but I think it's over. I think it's way overdone up here. Beautiful layout though. However, I've got a couple of other issues that that bother me. First off was the public posting and on the city website it did not occur on Friday the 29th. It didn't occur until Sunday, October 1st after 12:00 PM. I think there's some sort of a legal issue in there. It wasn't available also today until after 12:00 PM. Another piece is evidence in your evidence in the packet that on the evidence list item 2.36 is called proof of property posting. And what it is the picture is to prove that they put up the white signs and the one that came up that I'm looking at is dated, was notarized for May 3rd. The problem is that the notary signed it four months before that date they signed it in February to notarize the following May, and I think that's a little bit illegal. So, I wanted to bring that up. As far as the development, I think that's a beautiful layout and I commend you for putting that pool in with those apartments. Thank you. However, on those apartments, nobody's asked how many. There's 9 units, how many apartments per unit. If those are standing at three story, you have to accommodate both the elderly and the disabled, which means you either put in elevators or you lower it to two and put ramps. Ramps are doable. Same way with any three-story building you have to accommodate the, the, the disability, the disabled and the elderly, which means either an elevator or ramps and ramps are doable on a two story. House is my house is actually sits right where that outlet is onto Ardell and it's like right there and that that outlet really bothers me because when all that traffic and if you look all that traffic's on this half comes out onto there that noise and the pollution level will increase to the point where it really infiltrates my houseman, my neighbors. Another point is if you put a two-story house back along Ardell back up there, we're elevated so that two-story house literally the second story windows looks straight into my house because I'm only a single story, but all my windows are up along the backside, so that would be an issue. Also, anything else you see.

Mayor Stear You're doing good. Keep going.

Susan Peterson I know I you know what I've been practicing. I think I've hit it all, and if I have and everybody else has. I one thing I was thinking this morning, what makes Kuna really unique

and the uniqueness is going down we have camels here. I mean, who else I walk out on my back patio when that farmer before he plants his corn. He's got a herd of llamas. That comes into his backyard, the [Spinst?] yard. They eat the weeds and I go out there and I watch those animals every day and it makes that's what makes Kuna, that's what makes us unique. And to take those camels away and put industrial, you know, no, we need to maintain that uniqueness and if you meld the two, you're going to bring all of that, all of Sterling Ranch into all of you know and we become a community. If you think that look like. You know little L.A. or little California. You're never going to get that unity. Thank You.

Mayor Stear Thank you. We need to have lunch sometime; I like listening to you speak.

[Laughter in background]
[Inaudible]

Mayor Stear Is there anybody else who wishes to testify in this matter? Yes.

Unknown Speaker I was on there.

[Inaudible]

Mayor Stear Oh, I'm sorry. Okay. Yes, come on up. I. And actually I enjoy the background noise. So that's cool.

Unknown Speaker He he's usually really quiet. He's doing good tonight. This is second meeting on this?

Mayor Stear He's doing awesome.

Kenneth Houston Kenneth Houston, I was up there 2208 North Hose Gulch. I literally just wanted to reiterate a couple things and had one question, I was outside and didn't get to hear. So, what are the plans with Ardell? Was that supposed to be a right in right out only situation? Just throwing this out there I take Ardell every day to head into my shop. My question is, I'd say about 35, 40% of us take that route to go out. If you push us all heading towards Hubbard Rd. To go out that way because, if you push this up Ardell right in right out only that's going to funnel us to the busiest intersection we have in Kuna and everyone knows that. So you force us there, I can guarantee you they're either going to turn left or right. They're going to do a U-turn and D&B and head back the other way, or they're going to cut up. They're going to try to cut into KJ's which if you've ever tried to come out of KJ's parking lot or come out from Ridley's and turn there, good luck. You're better off just shutting your truck off, saving half a tank of fuel and wait. That's exactly what's going to happen. So now you're taking something that if I were to take Hubbard to go out and head to work that already, by the time I leave, I'm very fortunate. I own my own business. I could leave whenever between 6:00 to 7:30 It's not happening. That thing backs clear up I've seen it back up past the stop sign before that and head down a little bit. People can't even go. I mean, so. Where are you going to put all those people? and then you add this subdivision, which brings in more people. Where are they going to? You're just compacting the problem. The other concern I had is I'm pretty sure

my wife touched base on it. We have a new son. A lot of people around here. Law enforcement, Fire department, EMS. I know for a fact that I don't think our EMS is, can handle basically what we have now. How are you going to support more? And this isn't the only community. There's multiple other communities coming in. We don't have it. We've got to do something. So approve, deny, is what it is I'd love to see it denied. There's nothing I loved more than literally watching that corn be harvested with my son. Whatever you do, we've got to be able to support our first responders to be able to have the resources to deal with what we have. So that's all I will say.

Mayor Stear All right. Anyone else? Okay, rebuttal.

Patrick Connor Thank you. And I know I'm. I'm not the most popular person in the room right now, but I want to thank the folks that did come up here and speak. I know that it's not a comfortable place to be and it's not it's not easy to speak publicly and especially something you really care about. I completely identify with that and I just want to thank you for coming and I it's really great to see the turnout tonight. You know, I feel like I'm on the opposite side of it. I've been involved with Kuna for quite a few years, It's definitely largest turn out, and most folks that have come and spoke their heart and I just want to acknowledge that. So thank you. If it's all right, I don't do I have a time limit on my response to these? 5 minutes. Okay, when does my time start? Has started yet? Not yet. Okay.

Unknown Speaker Speak like an auctioneer.

Patrick Connor Well, there's a common theme and I just acknowledge one that's kind of standing out most and that's the support of schools. And Danielle, I know we've had multiple conversations and I feel like I may have said, I did say potentially extortionary and potentially illegal. And so when I when I say that, the idea is when we were talking about paying a fee or paying something that it doesn't have to be a direct fee. It can be or something similar to that. When we brought it up as a company and yes, we are owned by, we're not owned by a local group now we're owned by Woodside Homes, and it is a subsidiary of a Japanese company. Any dollar we spend or anything we do, as you all know, if you work for any sort of corporation, they need to make sure that it's legal and it's not going in someone else's pocket or whatever and they're and we're highly scrutinized as a developer on where money goes and everything like that, and so when I brought. It up as "Hey, you know, if we can pay a fee if we can pay for a consultant to pass help pass these bonds, you know, it's different ways we can support it". So we cannot directly pay for anything that' going to do this in exchange for a positive vote of support and so saying tonight and telling you tonight that I can write you a check for \$50,000 tomorrow if you come up with this former project. They were not comfortable with that said, there are ongoing conversations that I'm having with the builders and contractors' association in the state, in the city we're talking to, legislators working to get legal or not legal, but required impact fees for school districts. As many of you all know, in Idaho cities can't or school districts can't impose impact fees like a lot of times you see in Texas or in California, a lot of us come from other states that's we're accustomed to. In Idaho, all those fees are all those the money for facilities either comes directly from the state or it comes from bonds. And so that's something we're advocating for and that I am in very strong support of so. I just want to get that out of the way.

Also just talking about the transportation issues, so, we did have a neighborhood meeting couple years ago with our neighbors. We submitted our application soon after that neighborhood meeting. I think we actually had two on this one, but at that point in time, the comment we got was we don't want you all to cut through Gray Hawk and I understood that comment at the time ACHD was requiring us to connect or not connect to a roundabout along Hubbard Lane. We worked with the city and we're going against ACHD's recommendations to not have a cul-de-sac there, which would effectively force the traffic through Gray Hawk, and we are directing connected to Hubbard. I asked for the City's support on this and they are going to help support this and modify the Master Street map for ACHD, so we have the direct access to have her to keep the folks out of Gray Hawk to, to get that traffic to have as quick as possible. The comment about, well, you have all these, all these people now dumping out to Hubbard because Ardell and the future is gonna be right and right out. I completely understand that in a ACHD staff report they said with this increased traffic on to Hubbard, you'll need to have a right turn lane and two left turn lanes off of Hubbard and a straight lane. So you have almost four lanes of traffic now getting rid of the traffic off of Hubbard to get it off of Hubbard and to Meridian Road as quickly as possible and that those improvements are going to be required at a certain point of traffic impact to the point that the commercial comes online.

Just want to quickly show the preliminary phasing plan. The project will move pretty slowly because and Paul can speak about this if you'd like to, we are only allowed to have 40 dwelling units at a time for each phase. And so, it forces the projects to move pretty slowly and the sewer on the water and infrastructure will move through the single family, through our company side of things and it won't get into the commercial until the 3rd and 4th or for the 4th and 5th. phase. So, you're looking at, you know, a year of design. Another year of the first phase of construction and then five years after that of this commercial actually coming online. So there's a little bit of a delay. There's time for infrastructure to keep up for improvements to be done to these intersections in the future. So, it's not all coming on day one. It's all moving as quickly as possible or as we move through the project. As far as this is coming too fast and things need to pause, I've heard that quite a few times over the past five years and in this project more than any other project. When we submitted this thing back in 2021, ACHD took nine months to get a staff report because they're reviewing the traffic, then we had it slated for P&Z and Council last summer and then public works. No offense to Paul, put a pause on it for another nine months for them to look more at it to figure out their sewer planning situation. So, it wasn't until the spring time that they said okay, we can start looking at this project now. We can start evaluating the impact of it and that's when they kind of came to the 40 units per phase, again, Paul can share more information if you all want more information on that. You can get to it, so this project has kind of been to the ringer as far as too much, too soon, and we've been working through it and increments with ACHD for the traffic and to the Public Works department.

For the folks that have our direct neighbors to our site, we are we're trying to do a transition because on the future land use map, it shows this whole area as mixed-use and commercial. So, there really wasn't any residential on there. Mixed-use usually means that people live there, work there, shop there, et cetera. So, we're trying to have this transition. We put not that much residential housing adjacent to the existing Gray Hawk and we did connect there at two points because we're two existing sub streets and by city code where there is a sub street you have to connect to it, which is why we have those two easterly point on this south part of this map. On the bottom part of this

map, there's two connection points to Grey Hawk. And in fact, I honestly think with the new connection of our street to Hubbard, it now gives Gray Hawk more than one exit on to Hubbard as it is. So most likely we're talking about cut through traffic through our site. I think there's actually going to be maybe more cut through traffic through our site from Gray Hawk to get to Hubbard or Ardell quicker. So, I don't think I touched everything that everyone talked about. If there's any clarifying questions or maybe if I didn't touch on something I can try to answer the best I can and in any direct questions about the actual application or the sign post anything like that. I think Troy can probably best answer. The whole notary date mix up, I honestly don't have it in front of me but. That's I promise, there's no negligence to the site posting the affidavit of site posting. I don't know if it's just a clerical error on the date, but I can assure you, every, the site this site's been posted, like five or six times because of all the times we've been delayed, so I don't know, maybe it was an old affidavit from the other times we posted on the site. I don't, I don't exactly know. So anyway, I stand for any questions you all have. Thank you.

Mayor Stear Questions?

Council Member Biggs Not yet.

Council Member Bruce I do. So, when we when you mentioned the 90-10 right? 90 residential to 10, how does this change that ratio? Because we're still putting in commercial and adding more if not. It doesn't change it, right? So, it doesn't. We need the commercial but I don't see how that changes the ratio for you.

Patrick Connor Do you want me to? Is that a comment or question?

Council Member Bruce Just you put it out there like that, but this doesn't necessarily change that ratio. Secondly, I can appreciate you helping with the bonds or whatnot, but the continued tax burden on our Community, I mean, I live here, I pay the taxes, but the problem is have you been to the schools? Have you driven around Hubbard during those times? Are you satisfied with it?

Patrick Connor No, it's like, like most schools, the parent loop and everything is a little bit chaotic place for about 30 minutes.

Council Member Bruce And understand too, with impact fee bills, because three of them ran and failed this year. So as many people as here reach out to your legislators, tell them how you feel for all of your districts because it's important to do that as well. That's all. I just had a couple of statements.

Mayor Stear Okay.

Patrick Connor Is there... can I? Was there a question on the share of the 90%?

Council Member Bruce No, I just. I was curious how it all set. You said this, you know it's 20% ten because.

Patrick Connor I can tell you the eventual commercial value of the commercial property if that would be helpful.

Council Member Bruce It's okay.

Patrick Connor Okay.

Council Member Bruce Thank you.

Mayor Stear Anything further? All right. Thank you.

Unknown Speaker *[inaudible]*

Mayor Stear Go ahead and answer; actually, repeat the question.

Patrick Connor Yeah, I'm trying to get your Susan right. So, the way that we drew it out is there's nine apartment lots. So, and also with this application we had 24 unit buildings. So, it's think it's 216 total units there. Again, we're not the apartment developer. So, someone could come in and they could choose to put less than that, that would be the maximum. So, when we submit this application, a typical apartment complex is about 24 units in the building of this size and this nature and this.

Unknown Speaker *[inaudible]*

Patrick Connor So, right, yeah. We're just developing the locks and then the design review. So, if we sold the property to a commercial developer, they couldn't ask for more than 24 units on each building because that's what would be part of the approval. They could come in and do 12 units per lot, but they cannot go above that. So typically, with this, we asked for the highest number to give the most flexibility, within reason. Obviously we want to stay within that parameter of that high density apartment zone there.

Mayor Stear Alright, thank you very much, appreciate it.

Council Member Bruce Thank You.

Mayor Stear The question is rightfully before Council.

Council Member Biggs I did want to ask Troy about those concerns brought up about the city code. If we get any clarifications.

Mayor Stear He's been studying.

Troy Behunin Always. For the record, Troy Behunin, Senior Planner, so that's a great question. Council Member Biggs. There is two different versions of the code on when something needs to be noticed and when a meeting needs to be held. As the Council is aware, we have an effort underway to consolidate city code and to remove some of these contradictory terms. One section

of code does say that, another section says that it just needs to be scheduled for the first public hearing within 60 days and or within 60 days of acceptance and 60 days of acceptance means that we've reviewed the application and it appears to be correct, or at least it appears to be complete. And then we spend the next few weeks ripping it apart, making sure that things are intact and that they are correct. So, with the effort that we have to combine titles five and title six, we have removed the contradictory portions of code. So, and this is this is one of them that it's something from yesteryear that's been around and so if we were to go with the narrow point of view there's not a single application in the last eight years that would ever make it to City Council. Not one. Because...

Mayor Stear Takes too long.

Troy Behunin We give at as a city we give partner agencies: ACHD, Kuna School District, Idaho Power, Police, Fire, Garbage, Idaho Power all of them. And there's a list we can give you if you really want to know who it is. Well, actually you can see it on the agency's comment request form. But we give them 15 business days to review it. It used to be that we would mail all the packets out. We've jumped into the 21st century and now we e-mail everything out. That's 15 business days. That's the better part of a month. That's just for them, for those partner agencies to receive, digest, and in the case of ACHD, I don't know if the school district does it or if any other districts or any other partner agencies do it. But I know ACHD on big projects like this, they take it to their board. Which is a 30-day process or sometimes longer before they can even get it on their, on their docket. That's in addition to the TIS, the traffic impact study, being completed, which that normally is a seven-month process. So, as you heard Patrick testify, in this particular instance from the time staff sent out the first, and there were two, the very first time we sent out for public agency comments. It took them nearly nine months to produce a final report. There's no way we would make the 60-day mark.

Mayor Stear So what you're saying is we're fixing that code.

Troy Behunin We're fixing that code. That's exactly what we're doing.

Unknown Speaker *[inaudible]*

Mayor Stear Okay, did that clarify? All right. If I start doing that then I *gotta* give him time for a rebuttal and we're going to go in circles, is it really really really important?

[inaudible]

Troy Behunin There is a, there is a contradictory code.

Mayor Stear So let's if you would like further clarification on that. We can get together with that. We want to make sure we get it right, I appreciate that. Okay, question for Troy?

Council Member Bruce Thank you, Troy.

Council Member Biggs I'd like to ask Morgan a question too.

Mayor Stear Okay.

Council Member Biggs So, commercial development in this area going by the phasing plan, we're five years at least away. How much interest do you have in this area? This, I mean this is along the prime corridor, I guess we're saying for between Meridian and Kuna, so it just seems to me a little offsetting that we're going to be putting in a whole bunch of residential before all of this prime commercial goes you know goes in several years down the Road. So just wanted to get your thoughts.

Economic Development Director Morgan Treasure Mayor, Councilman Biggs, I think part of the overarching thing when we talk about this plan and this subdivision is understanding how the parcels of land that we have available to come into the city, how those work with the market driven forces, so this property was purchased when a lot of property was purchased in a way, a lot of property is purchased directly from a farmer who had been farming it. These are agricultural 40s, you know, this is essentially two 40s. When we look at it right. When property comes in that way, we don't get a...we have to take it the way it comes, so it's two 40s. We want the commercial frontage, the rest of it is going to be developed residential fading back into the existing neighborhood per development. Those commercial lots will be, as Patrick talked about, will be divided and sold off to the builders ...there... This developer is not a commercial developer. We need to get the commercial property annexed into the city and available to be sold. I would imagine as soon as this is platted and recorded, I will have phone calls about it. That's just how it works. But until this property is annexed and subdivided into lots that are actually ready to be built on and developed by commercial users, there really isn't that interest. So it's one of those where we have to take it as we can get it. Because we are looking at large agricultural parcels. Does that make sense? We're waiting, this is preparing it for the market.

Council Member Biggs I'm just trying to think of examples of commercial that runs up against residential and there is, right? Kuna, but that's probably not in the spirit of the future land use map is that what you're saying? For the mixed-use versus the versus the frontage commercial that you were talking about?

Economic Development Director Morgan Treasure So this is actually from a mixed-use perspective, exactly what we want to see on that kind of design where we have a multi-family commercial user a fading back into that single family residential that butts up the next set of agricultural parcels so. On this plan, you see an anchor user and then the commercial frontage lot so. I mean generally you'd have an anchor user, hard corner retail that's going to be like your restaurant, a sit down restaurant, that type of user, and then going back more towards the mid mile on the Ardell side is where you would see more of your Class A office. So those, when you look at those lots that green that wraps around, I think it's important to look at those. Those are commercial lots as well. They just don't have a concept site plan on them the same way.

Council Member Biggs Thank You.

Mayor Stear Okay, further questions?

Council Member Bruce And, I have a question for Paul.

Mayor Stear Okay

Council Member Bruce The 40 EDU's that are allocated per phase. It looks like phase one is more than 40 units.

Council Member Biggs Seven on my count, 47 by my count. *[Clearing throat]* Excuse me.

City Engineer Paul Simons City Engineer Paul Simons. City Engineering, Public Works Director of City of Kuna. That's easily told to you. When we did the Danskin force main project, we had a certain amount of EDU's left over at the end so I wrote a resolution to the Council to see how we would divvy this up. So it's fair so people would have a chance to not one developer could take all of it right, so the resolution says that we will give it out at 40 EDU's per application, based on a first come first serve basis so that it would be fair and we could spread out as many EDU's as possible to keep people working. And that's in a resolution that you guys passed.

Council Member Bruce I remember.

City Engineer Paul Simons Does that answer your question, or do you need more? I can give you lots more information.

Council Member Bruce Yes, Sir. Thank you. I'm good. Thank you.

Council Member Biggs And, to confirm Paul, that Danskin upgrade is complete?

City Engineer Paul Simons Yes, and functioning. Thank you.

Council Member Bruce I have no more questions. I'm ready to deliberate.

[Inaudible]

Council President McPherson Okay, Mayor, I would move we close the evidence presentation and proceed to deliberation.

Council Member Bruce I'll second it.

Mayor Stear Motion's made and seconded, any further motion discussion on that motion? All those in favor say aye.

Multiple Speakers Aye.

Mayor Stear Any opposed? That motion carries.

Motion To: Close evidence presentation and to close the public hearing and proceed to deliberation.

Motion By: Council Member McPherson

Motion Seconded: Council Member Bruce

Voting Aye: Council Members McPherson, Bruce, Biggs

Voting No: None

Absent: Laraway

Motion Passed: 3-0-1

Mayor Stear Well, inability to serve with the school district is certainly a huge issue. Overlook that the last several years I've tried to, tried to get some legislation through to where we can impose impact fees for school districts. It just doesn't seem equitable that we can charge impact fees for parks, but not schools. This last year I was just hopeful that with all the bills that ended up going that we would actually get a hearing on one and that didn't happen, so. The last several years and not even being able to get a hearing with the legislature tells me that that's not happening so I think we can quit hanging our hat on hopefulness. Impact fees are going to come for schools, and I don't completely fault the legislature on that because impact fees are based on assets, and schools have a lot of assets. So, I think the, I think from what I remember with the school district, they did kind of a study and if you went with a full blown impact fee for school districts on a residential dwelling, it's like \$33,000. So, the legislature required some sideboards on there. We tried to write legislation this year that put sideboards on there and I don't know that we'll ever get anywhere with that. So we're going to figure out different routes for that but. It's certainly not fair for the citizens that live here to have to foot the entire bill when it comes to additions of schools. It costs a lot of money, so anyway.

Council President McPherson Go ahead, big dog. You're ready to talk well.

Council Member Bruce So obviously the schools right, we deal with it time and time again and with as many residential houses that have already been approved here, once the rates come down and people do start buying houses again, I think it's and they start building again it's *gonna* be, It's going to happen fast and it's going to be kind of overwhelming. I do have concerns about the traffic there. I don't go down that road anymore because I've been stuck there for a long time. I do have concerns about the extra trips during the day. Also, the in and out of that area, I'd like the commercial. I think we need some more commercial tax base to offset the residential but adding the residential in at the same time just doesn't fit for me.

[Applause in the background]

Council Member Biggs So I have concerned about the commercial as well that we're kind of a long way away from that by the phasing plan. And then that 90 to 10 it's a rough number, but just doing my bad math. It's about another 3%. If you add the 1100-ish residents that would be potentially new before this commercial would go in. So that's going to be again offset the tax burden to taxpayer. So, I have I have some concerns about that. I did also some of my bad math, the calculation for the between Meridian, Highway 69 and the first entry egress point, I guess from the subdivision is about 1180 feet. I'm not as concerned, I guess about going out with the double lane turn as coming in. Because, if you go down to deer flat and you try to make it the left turn into the Ridleys street that's roughly, it's actually a little bit further than where this one would be and I have some serious concerns about that, even if even with the left turn lane being put into

there. So that's another point of concern for me, Ardell. Just like the gentleman was speaking earlier, I think it was Kenneth was speaking about the Ardell the right in, right out. That's going to cause a mess at deer flat. No two ways about it. Going to the schools I've been to Kuna High School going in there during a normal school time. And if you haven't been in there it is it is an eye-opening experience and I can appreciate Danielle's, her explanation earlier. I think extortion is a strong word for this, but there is a precedent almost with several other developments have worked with the school district to donate land or donate a bus. I think we've had in the past, a house. We've had several things not seeing it that's mandatory. So that's where the I guess the disconnect with extortion would be for me is that it's not mandatory yet to do anything, but it's a good faith gesture that I think that should be appreciated, not to say that what Hubble is offering is bad by any means because Hubble has worked in the past, but it does, there's no mitigating factor, I guess for the schools and when I think of mitigation, think of tangible things that's going to help with the overcrowding.

Council Member Bruce They're at capacity.

Council Member Biggs Exactly. We are, as we said at Kuna High School in Swan falls, 101% Kuna Middle School at 91 and I'm sure that's growing and Silver Trail at 95 and that's one of the lower ones because I think Hubbard and Crimson Point, I think are over at or over 100%. So that's another concern that I have and the sewage part I'm not as not as worried about, but, and the water, but those other things to me just gives me significant pause, mostly the traffic in the schools. But I agree with you that we definitely need commercial to offset the tax burden on the on the taxpayer it's... We need that that entire Meridian Road area would be nice to develop commercially so.

[Applause in background]

Mayor Stear Right. Well, the sewer is not generally concerned. Sewers not generally concerned because we don't issue building permits unless there is sewer capacity available so.

Council President McPherson A few things, just to clarify. I know it was brought up several times about people cutting through neighborhoods, and I lived in a subdivision where that happened frequently, and unfortunately there's really not much you can do about it. I'm not in favor of it by any means, but it it's and it goes both ways. We thought there was people that testified about living in Sterling Ranch and, you know, people cutting through that way, vice versa. That's just going to come with development. Another statement that was made about, you know keeping it Ag, it's dangerous for the farmers to be on the Road. I can attest to that. Six years ago, I was hit in a tractor on a Sunday morning. It's already dangerous for the farmers in that area. I still farm in that area and adding however many more trips I heard way too many different numbers about what it would add to trips per day I can't even imagine. But the flip side of that is, you know a retiring farmer wants to sell his land and farming around here is a dying breed. I know we'd all like to keep it small or, you know, small rural. We have to manage it because it's not going to stay that way forever. We have to embrace that, but I don't, I don't support this project because I don't think it's going to add too much, too fast at that intersection in that area and it. Yeah, I don't think. I don't think it's right the school district, of course that's always a big concern, and it's the numbers that they that Danielle gave, you know, overcrowded, overcrowded, right on the verge. And that's not counting stuff that hasn't built out that's already approved in that area, so. I'm. I'm not a big fan of

this. I like the commercial, of course, but. With commercial comes to residential and so what are... What do you want here, you know?

Council Member Biggs It's hard to say, you know, with what you know, people have a right to sell, right? exactly. You're exactly right. And because all of us have moved here at some point pretty much, except for Joe, I think you. The Mayor, you've been here before?

Council Member Bruce We're probably born here.

Council Member Biggs And you've been here your whole life. I've been here since '96 and Kuna has changed a lot. So, when we say that, you know, we all came in here, moved here and then let's stop now. I can appreciate that, but again this is a very difficult one to swallow with so many different things like we've all been saying. That it's hard to support.

Mayor Stear Well, we can go back in time. I'll go back to when I was in high school because it was really cool, man.

Council Member Bruce There anything else?

Council Member McPherson No, I think I've talked enough. No one wants to hear me anymore.

Council Member Bruce I make a motion that we deny case number 21-13AN and 21-O9S.

Mayor Stear May I make a suggestion? We are not required to do annexations and so we really don't need that that makes the preliminary plat.

Council Member Bruce So where do we send it?

Mayor Stear Otherwise, we would have to go back and give explanation.

Council Member Biggs Just the first one.

Council Member Bruce Oh, nice.

City Attorney Marc Bybee Mark the city attorney. The advice I give on that is your if you don't annex, you don't have jurisdiction to decide the plat application, so you just would be rendered moot and we can prepare that and ultimate written determination; and so if it's just a determination on the annexation, that's all we need.

Council Member Bruce The annexation, thank you. So, I make a motion that we deny case number 21-13(A)(N).

Council Member Biggs Second

Mayor Stear Motion is made and seconded. Any further discussion? All those in favor say aye.

Multiple Speakers Aye.

Mayor Stear Any opposed? That motion carries.

Motion To: Deny Case Nos. 21-13-AN

Motion By: Council Member Bruce

Motion Seconded: Council Member Biggs

Voting Aye: Council Members, McPherson, Bruce, Biggs

Voting No: None

Absent: Council Member Laraway

Motion Passed: 3-0-1

B. Consideration Case Nos. 23-01-CPF (Combination Plat) and 23-03-ZC (Rezone) for Hagler Subdivision – Jessica Hall, Associate Planner **ACTION ITEM**

Staff requests this item be tabled to a date certain of October 17, 2023, due to a noticing error.

(Timestamp: 01:56:24)

Applicant requests Combination Plat approval to re-subdivide Lot 2, Block 1 of the Fay Subdivision into three (3) total lots, and Rezone from A (Agriculture) to an R-2 (Low Density Residential) Zone.

Open Public Hearing

Receive evidence

Consideration to close evidence presentation and proceed to deliberation

Mayor Stear Alright, thank you. Sorry about that. Next item is consideration case number 23-01 CPF and 23-03 (Z)(C). Staff has requested this item be table, to a date certain of October 17, due to a noticing error.

Council Member McPherson I would assume if we. Try that again. I would move we table item 5B case #23-1C PF 23-03 (Z)(C) until the date certain of October 17th, 2023.

Council Member Bruce Seconded.

Mayor Stear Motion is made and seconded. Any discussion on the motion? All those in favor say aye.

Multiple Speakers Aye.

Mayor Stear Any opposed? And that motion carries.

Motion To: Table Case 23-01-CPF (Combination Plat) and 23-03-ZC (Rezone) to a date Certain October 17 2023.

Motion By: Council Member McPherson

Motion Seconded: Council Member Bruce
Voting Aye: Council Members, McPherson, Bruce, Biggs
Voting No: None
Absent: Council Member Laraway
Motion Passed: 3-0-1

- C. Consideration to approve Resolution No. R74-2023 Approving City of Kuna Combined Fee Schedule. City Clerk Chris Engels **ACTION ITEM**
(Timestamp 01:57:15)

A RESOLUTION OF THE CITY OF KUNA, IDAHO, ESTABLISHING FEES FOR THE CITY OF KUNA COMBINED FEE SCHEDULE FOR CITY CLERK, BUILDING DEPARTMENT, PARKS, PLANNING AND ZONING AND PUBLIC WORKS, AND PROVIDING AN EFFECTIVE DATE.

Open Public Hearing

Receive evidence

Consideration to close evidence presentation and proceed to deliberation

Mayor Stear Consideration of approved Resolution R74-2023 approving city of Kuna combined fee schedule. Chris.

City Clerk Chris Engels Thank you, Mayor. For the record, Chris Engels, Kuna City Clerk, 751 W 4th St. Kuna, Idaho. So, we, all the departments, have worked diligently to try and get all of our fees on one fee schedule so that we can publish those. They're also designed to be broken apart, so each individual department can have them. We did issue out a notice that was properly post published with September 20th and 27th for this public hearing, you will see that there have been some fee changes in it. The fees were evaluated based on the cost of living, the annual cost of living and so our city fees are only allowed to cover the administration costs of actually performing the duty that's assigning that administrative cost. Some are regulated by State code, which we have no authority to change those. Administrative costs are the cost that an individual needs to pay for the use of individual services of city funded or taxpayer funded employees. The, all the departments have looked through their fees and they have they sent them over and so everybody is has approved what has come forward to you and I will stand for any questions.

Mayor Stear Okay, questions for Chris?

Council Member Bruce No, Sir.

Council Member Biggs No, Sir.

Mayor Stear All right, this is a public hearing. And is there anybody who wishes to testify who did not get a chance to sign in? All right. Cindy, did you wish to testify?

Cindy Geeson Yeah

Mayor Stear Okay.

Cindy Geeson Hello, Mayor and City Council members, thank you for what you do. My name is Cindy Geeson. And my address is 1363 S Ash Ave. And I just had a couple questions about the fees. As I was looking through the list of them and what was being charged, number one was, there was no more fees for the property behind City Hall. And I think that used to bring in some funds because of the Renaissance, you know, a lot of activities. So, I'm just wondering is that no longer going to be an income, number one? And then my second question was as I looked through it. I see, like we've, we've got a lot of stuff happening with our economic development that seems to really tie up their time, especially with META, you know, and all of its alias LLC's, you know, with power, water, et cetera, et cetera. And I haven't seen the economic development meeting or hearing since Lisa passed. And so, I really don't know what's going on, but to me, when I come here, most every other meeting, something's happening to change with them. So, I see a flat fee and I'm wondering and then there's layer fees. I'm wondering, have you ever considered hourly rates for Morgan's time? Because it seems like there's a lot of put into her time just because I don't have any data to say otherwise towards that and they're redoing things and they're changing things, and it doesn't seem very beneficial to our growth like this commercial development. We just looked at who's even thought to go after that, you know and maybe. Work alongside our house developer and figure out how we could get those things happening at the same time. So that was just my question. Is there ever a thought of an hourly fee when things consume your time like that?

Mayor Stear Then Morgan would probably want paid more.

Cindy Geeson Excellent. Because we will get more commercial and good jobs.

Mayor Stear Yeah, and like fees for the like out back here that basically the only reason we would charge a fee is if somebody wants to reserve it for their sole purpose and so that's the only reason there would be a fee for that otherwise everybody's free to use it.

Cindy Geeson Okay, because I did see you're planning to do some more development around here around the City Hall that used to be the area that you're going to build a pool and a recreation hall for the kids. When the Mayor Nelson was in charge. So, I'm sad to see that that's not even a consideration anymore.

Mayor Stear Yeah. We haven't had, any, anything that, things like that are going to require a bond.

Cindy Geeson But the main thing was, you know, the time the, the amount of time that that's being consumed and then the lawyer fees. I'm just wondering who's paying those lawyer fees? Like it was our, it was our idea that we need a new water, wastewater deal with META. So, did we have to pay those lawyer fees or was it paid by META? Just wondering how these expenses are.

Mayor Stear We. Yeah, and, and so we've negotiated those things with them. So, they're covering most all the costs.

Cindy Geeson Of all these changes they're making already, but she still should be paid hourly, or we should have another person to work on the other issues in our in our community for more economic development to help cover META.

Mayor Stear Good. Thank you. Thank you. And I believe I found the missing sign in for that last hearing. Is Susan Peterson? Oh, yes. She's signed in on this one, so she's not here. Is there anybody else who wishes to testify who didn't get a chance to sign in? All right. Thank you very much.

Council Member Biggs I have a question for Chris. What is a sexually oriented business license?

Mayor Stear Oh you had to go there?

Council Member Biggs And, it's expensive too.

City Clerk Chris Engels Yes, Sir, it is. That has been in place for a very long time. And the reason that it is expensive is because it requires a great deal of analysis, but it would be topless dancing, strippers, a store that sells related items.

Council Member Biggs Okay.

City Clerk Chris Engels Is that enough?

Council Member Biggs Yes.

Council Member Bruce Thank you.

Mayor Stear Please, please let that be enough.

Council President McPherson Thank you. Yeah, you're painting pictures. Please stop.

Council Member Biggs And I think I need to go to law school on these attorney fees.

Council Member McPherson This is where you can start saying Chris, "stop doing that." like make it sound like on the record she's doing something totally inappropriate.

Mayor Stear All right. Anything further?

Council Member Bruce No.

Council President McPherson Okay, then I would move, we close the evidence presentation and proceed to deliberation.

Council Member Biggs Second.

Mayor Stear Motion is made and seconded, any further discussion on that motion? All those in favor say aye.

Multiple Speakes Aye.

Mayor Stear Any opposed? And the motion carries.

Motion To: Close Evidence presentation and to close the public hearing and proceed to deliberation

Motion By: Council Member McPherson

Motion Seconded: Council Member Bruce

Voting Aye: Council Members McPherson, Bruce, Biggs

Voting No: None

Absent: Council Member Laraway

Motion Passed: 3-0-1

Council President McPherson I would move we approve resolution R74-2023.

Council Member Bruce I'll second it.

Mayor Stear A motion and a second to approve resolution R74-2023. Any further discussion on that motion?

Council Member Biggs I did have...

Mayor Stear Okay.

Council Member Biggs I was just going to...just asking that first time with this. I assume this is normal every year that we do something like this so. We can't. We're not. We're not a profit. We're not-for-profit. Obviously, the city is not for profits. We can't charge anything above the what it would cost to operate. So, I just didn't know who normally reviews that and checks check kind of so we all [is] that's ours?

Mayor Stear So we all, like if it's a building permit building permit they, you know, they know about what time it takes them and staff time and the amount of research and things so and they kind of figure out what theirs are. Same with clerk's office and everybody kind of figures out what time it takes and what it costs to do that. Pretty much accurate, right?

Chris Engels City Clerk It's exactly accurate.

Mayor Stear Okay.

Mayor Stear All right, any further discussion? All those in favor?

Multiple Speakers Aye.

Mayor Stear Any opposed? Motion carries.

Motion To: Approve R74-2023
Motion By: Council Member McPherson
Motion Seconded: Council Member Bruce
Voting Aye: Council Members McPherson, Bruce, Biggs
Voting No: None
Absent: Council Member Laraway
Motion Passed: 3-0-1

6. Business Items:

(Timestamp 02:06:50)

- A. Consideration to re – establish the Youth Council. Council Member Matt Biggs.
ACTION ITEM

Mayor Stear All right, business items consideration to reestablish the Youth Council from Council member, Matt Biggs.

Council Member Biggs Thank you, Mr. Mayor. I met Council Member Bruce and I, both met with Superintendent Johnson from the Kuna School District, and we had a great conversation. One of the things that I've been wanting to get going again, once I heard about it when we were at the City Council state meeting with the Governor and everything, was the Youth Council because I heard Pocatello had one and I said, well, "what about Kuna"? So, I went and started Googling and I found our page. It was a little older. I saw it and I was telling you about the picture earlier. But anyway, I think this is a great way to engage our kids and have them be part of the community and tell us what's going on from their point of view. Something to bring up and what we came to the conclusion of with Superintendent Johnson was we would do this as a collaborative. And the desire from the school district side was that we had each class from the 6th grade and up represented. So, we're talking, we would have 4 one from each class at Kuna High School and then one additional from Kuna High School who is the leader would be the spokesperson for the Council or the Mayor if you will. I guess two at the Kuna Middle School, two at Fremont Middle School and then 1 at 1 or maybe 2 depending on interest at Initial Point High School. So, my request for staff would be should we establish this again? It's to update any necessary bylaws and the website and a press release. Which the school district already has done today. Actually, Wendy Johnson's newsletter went out that this was being talked about. So. If everyone concurs that this, this is what I'd like to kind of spearhead and we can take this forward and I wouldn't mind being the point person or I'm not going to speak for Councilman Bruce, but I know he's very interested in this as well.

Mayor Stear Okay, so I actually was talking to, so the other Youth Councils around Nampa has one, Caldwell has one. They tried to get those kids at the AIC 'Association of Idaho Cities' conference every year. The issue that I had when we had one before was gaining support to... most of those cities give their Youth Council's a budget. So that they can do some kind of project, whether it's in the parks or whatever, we ended up getting some funding so they could put in some park benches and things like that. But the problem I had was getting Council to approve for funding for them to have a budget so that they could move forward and then the first year I had a couple of really superstar girls that really led things and got things going and kept them all in high spirits. The second year I had one young man that was kind of that way. And then it. Just there wasn't

really anybody to step up and take that leadership role because we didn't. Have a budget for them. So that's why that one kind of went away and then other things occurred. So, I like your idea of doing it in conjunction with the schools. I can get you in contact with the folks I spoke to in Nampa and Caldwell, and you can kind of see what they do. But I think that Youth Council is a great idea and I think that. You know we don't have to set ours up like other people there's, so, whatever you have in mind for that. I'm in full support.

Council Member Biggs Thank you, Mr. Mayor so and it just dawned on me. So, I'm trying to remember from our conversation, but the Superintendent did say that the intention would be to have a meeting with the, with the, whoever the Council members are, they would, they could submit applications. Between now and probably the end of October. They would get together and then they would have a presentation for us of how they want to run things. Basically, they bring it, they're going to be somewhat autonomous. They'll come and make a presentation on November. November the 7th is a target, and, I think the vision was every two weeks having a meeting where it would be hosted by the school district where they would pay for lunch for them to come in and then they would invite if they wanted to invite, for example, they wanted invite Jared to come in and talk about city treasury or they wanted invite Morgan to talk about economic development or they would always try to have at least one of the Council members there. Mayor would be invited different, different people throughout the *chief [word unclear]*. So I think it was a great that was a great idea and I would be I would definitely be in support of a budget for them as a as a show of good faith into this since the school is going to be putting forth money to feed the kids and then also get them get a bus to pick them up to bring them over to the high school to do their meetings.

Mayor Stear My goal was always to have the kids be an actual Council. So that they could have meetings and discuss and the kids in the audience could actually be the ones that help do the public hearing, so to speak, and they could decide how to spend the funds, what kind of projects they will work on and then move forward like that. So, but however you guys want to do it is, I'm all on board we had...

Council Member Biggs We had one young lady, Emily Wright is her name, and she was a sophomore, and she's been part of...

Council Member Bruce The State Superintendent Council.

Council Member Biggs The State Superintendent Council and so she was really excited about it. I think she's kind of 1 to kind of spearhead this and lead this thing. But you have to try to have a Council where they make decisions and then they come to us to make a report. But also, they would have their meetings and we would we could be there to help advise.

Council Member Bruce And, their own bodies of constituents, I guess.

Council Member Biggs Definitely, yeah. And they and that's up to them if they, you know, if they would have one represented the senior class of junior class, but they also have the people, their pool of people that they can pull ideas from and such.

Mayor Stear Well that'd be a good idea and then they can get ideas of what it is they want to do and with some guidance then they could come to Council and request the budget of what they want to use it for.

Council Member Bruce I think it'll be, you know, be good just to have the, these are going to be our leaders of the future, so to help with their leadership abilities and just the structure and navigating government. I think a lot of the younger generation have written it off, but it'd be good to maybe get more buy in.

Council Member Biggs And, I like the idea of them requesting the budget that would be tell us what you want rather than us just saying here's money.

Mayor Stear Okay. Yeah, if you want to take charge it up, that'd be good. Just let me know what you need from me and I'm more than happy.

Council Member Biggs Thank you, Sir.

Mayor Stear Good. Anything further on that?

Council Member Biggs No, Sir.

Mayor Stear All right. Good job.

Re-establish the Kuna City Youth Council

B. Discussion and direction for staff to pursue changes to the City's Future Land Use Map (FLUM) Council Member Chris Bruce. **ACTION ITEM**

Mayor Stear Discussion and direction for staff to pursue changes to the city's future land use map. Council Member Bruce.

Council Member Bruce So this, you know the way that we've gone about it and approved development commercial over the last few years, I think it's time that we maybe just take a look at it as a whole, maybe a 10,000 foot view I'd like to, let's see, I'd like to request that the staff provide input or explore changes to the land use map. Possibly a task force with community members, members of partner agencies, and the School District. That way we can all look at it as a whole and kind of gauge where we want to be within the next decade or so. I think there's a lot of opportunity for discussion with our community and our partner agencies as well as the school district. And our Council as well, so.

Mayor Stear Okay. Yeah. And we can do that. That's. The last time we had pretty good community participation in or open houses on that so.

Council Member Bruce And Doug's been great too, with just kind of bouncing ideas around, you know, looking at a higher level view of where we're at so.

Council Member Biggs Yeah, I remember the last one was at Kuna High School at a big open house. It was nice. Yeah, I think things have definitely changed a lot since the last time the map, the last major revision I think in 2018, a lot of farming areas probably sold.

Mayor Stear Well, I've got some, Doug's got some great ideas on how to make things look a little different, but gives Council a little more leeway and doesn't tie you down necessarily to zoning and...

Council Member Bruce And I think we're seeing a lot of community members who want to have input on it too. And I think that would be good to get their opinions and thoughts and also our agency partners.

Mayor Stear Yeah, I think it's certainly time to do that again so. Okay.

Council Member Bruce And thank you, Doug.

Mayor Stear Do you need any further direction than that, Doug, or is?

Doug Hanson *[inaudible]*

Mayor Stear Okay I've seen him run. He's not, he used to play football.

Multiple Speakers

[Speaking simultaneously] Yeah, He's... He's good for a lineman...He's a...

Mayor Stear

He's not terrible. I wouldn't get in his way.

Council directed staff to pursue changes to the city's future land use map.

C. Consideration No. 23-07-TE (Time Extension) Fossil Creek Subdivision No. 2 Final Plat – Jessica Hall, Associate Planner ACTION ITEM

Applicant requests Time Extension approval for the Fossil Creek Subdivision No. 2 Final Plat due to unforeseen construction delays during Phase No. 1

Mayor Stear All right. Consideration on #23-07-TE time extension. Imagine that's Doug.

Doug Hanson, Planning and Zoning Good Evening, Mayor and Council. For the record, Doug Hanson, Kuna Planning and Zoning, 751 W 4th St. due to unforeseen delays with the development of Fossil Creek #1 regarding excessive rock and additional infrastructure redesign, the applicant requests time extension time extension approval for the Fossil Creek #2. Final plat which they have... to which they plan to have completed by the fall of 2024, per Kuna city code 623J21 "A preliminary plat is approved with phases. The first final plot shall be submitted within two years of preliminary plot approval which with each successive phases final plat being recorded within one year of the previous." The Fossil Creek number one final plat was recorded

August 23 2023 resulting in this final plat requiring a recordation date of August 23rd, 2024. However, by requesting a time extension the new recordation date would be one year from the signing of the findings of fact, conclusions of law or October 17 2024. Upon review, staff has determined this time extension request to be compliant with Kuna city Code 63 and Idaho Code 6765. With that, I will answer any additional questions you may have.

Mayor Stear Which certainly helps with our pause with growth.

Council Member Biggs So two months. Is what it is, essentially?

Doug Hanson For the record, Doug Hanson, Kuna Planning and Zoning. Yes. So, they anticipate being completed in Fall of 2024, but they don't believe they can hit the August 23rd deadline. They need a couple additional months.

Council Member Biggs That's much different than the most recent extensions we've had. For excessive rock. We got a little bit of rock underneath.

Council Member Bruce Little couple lava tubes.

Council President McPherson Okay. I would move we approve #23-07-TE.

Council Member Biggs Second

Mayor Stear Motion is made and seconded any further discussion. All those in favor say aye.

Multiple Speakers Aye.

Mayor Stear Any opposed? Motion carries.

Motion To: Approve Time Extension for Case No. 23-07-TE

Motion By: Council President McPherson

Motion Seconded: Council Member Biggs

Voting Aye: Council Members McPherson, Bruce, Biggs

Voting No: None

Absent: Laraway

Motion Passed: 3-0-1

D. Consideration to approve Resolution R71-2023. Economic Development Director Morgan Treasure Director **ACTION ITEM**

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

- SETTING FORTH CERTAIN PURPOSES;
- AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDED AND REFORMED INFRASTRUCTURE AGREEMENT BETWEEN THE CITY OF KUNA AND BRISBIE, LLC
- DIRECTING THE CITY CLERK; AND

SETTING AN EFFECTIVE DATE

Mayor Stear Consideration to approve resolution R71-2023. Morgan Treasure.

Economic Development Director Morgan Treasure Good evening, Mayor and Council, Morgan Treasure, Economic Development Director for the City of Kuna. I'm bringing forward a pair of agreements, so I think I'll talk about them from a historical level that kind of applies to both. These are the Brisbie, LLC agreements that were brought forward with the project agreement when we put together the original negotiation with META for the design and construction of the water and wastewater facility that was part of that total package. As you all know and heard multiple times, there was a design pivot and one of the key things that happened when that design pivot occurred was a change that made the data centers themselves much more water efficient, so moving away from that evaporative cooling system to a closed loop system that doesn't have nearly the amount of water consumption that the original design had. So. You know, being a data center and hearing the concerns of the community, water was one of the bigger ones and this is definitely a move in the right direction. So, we're really excited about that. So, this big positive move in the design, but with that came the need to update the agreement so that they actually reflect, more realistically, the usages that are going to occur now with that infrastructure so. The infrastructure agreement is the agreement that covers the construction of the facility and how it will be dedicated to the city the major changes in that one just have to deal with the utility installations themselves and design changes made to the lagoon parcel that fit the reduced water needs an upside to that is that the 160 acres that was designated for that had already been conveyed to the city and now there is quite a balance of property that's going to be available for immediate use for the addition of other users coming into the industrial park so, a win for the city there on that side. The water and wastewater agreement, the biggest change really is just adjusting those capacity as though. Taking the water capacity reservation from 56 gallons or 56, 560 thousand gallons per day. Wow, I need to put on my glasses.

[Laughter]

Council Member Bruce Pick a number. Just pick a number.

Council Member Biggs 560,000.

Economic Development Director Morgan Treasure I know I have notes in front of me and I was like, what's going on, right?

Council Member Bruce Thank you.

Economic Development Director Morgan Treasure And then taking the wastewater down from 250,000 down to 25,000 gallons, so huge savings there. There's other little minor edits just to clean things up, but beyond that, it's really the substantial pieces. I'm happy to answer any questions. We also have Doug Nelson from Brisbie here. If you have any questions on the legal side on that.

Council Member Bruce Thank you.

Council Member Biggs I wanted to ask Morgan about the water, so. Water, it's industrial grade water, right? Basically, it's going to be staying within the that urban renewal district that's they can't be tied in with the rest of the potable water in housing and stuff like that, right?

Economic Development Director Morgan Treasure So Mayor, Councilman Biggs, the system out there is designed just for that industrial area. They now, with that reduced water capacity, there actually isn't any industrial process water. The only water flows that will be handled are the domestic flows. So, like the regular bathroom, kitchen type, water that you would see coming out of any other commercial project. We don't. This project doesn't have any industrial wastewater because that closed loop system. That's where the major reduction in capacity comes from.

Council Member Biggs And so, the additional industry that's going to come out there, they can still use this?

Economic Development Director Morgan Treasure Yes.

Council Member Biggs Okay. Thank you.

Mayor Stear Okay.

Council President McPherson Anything, Chris?

Council Member Bruce No, thank you. I was just reading it.

Council Member Biggs Cutting things down.

Council Member Bruce A lot, yeah.

Council Member Biggs More than half right? It's more than half from the original.

Economic Development Director Morgan Treasure Yes. So, it's 10% while maintaining our, maintaining the capacity, so as far as from the city's perspective, it's making it a lot more flexible, much quicker, which is especially a boon considering we lost that revenue on the urban renewal side. This actually ended up being incredibly helpful to allow us to keep moving forward.

Council Member Biggs And not being evaporated also helps quite a bit too, because that's a lot of water loss. That's where I had the problem with the water going back and, you know, resupplying the aquifer, if it evaporates, how does that we wait for the rain or something to soak into the? I was still. That's what. When we talked to META of, like, how does that work? I'm not, I'm not exactly, you know, a science major, but.

Council President McPherson Okay. I would move we approve resolution R71-2023.

Council Member Bruce Second.

Mayor Stear Motion is made for approval on resolution R71-2023. Is there any further discussion on that motion? All those in favor say aye.

Multiple Speakers Aye.

Mayor Stear Any opposed? motion carries.

Motion To: Approve Resolution R71-2023

Motion By: Council President McPherson

Motion Seconded: Council Member Bruce

Voting Aye: Council Members McPherson, Bruce, Biggs

Voting No: None

Absent: Council Member Laraway

Motion Passed: 3-0-1

E. Consideration to approve Resolution R73-2023. Economic Development Director Morgan Treasure Director **ACTION ITEM** – *Tabled from 09.19.2023 Meeting*

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

- SETTING FORTH CERTAIN PURPOSES;
- AUTHORIZING THE MAYOR TO EXECUTE THE FIRST AMENDED AND REFORMED WATER AND WASTEWATER AGREEMENT BETWEEN THE CITY OF KUNA AND BRISBIE, LLC
- DIRECTING THE CITY CLERK; AND
- SETTING AN EFFECTIVE DATE

Council Member Bruce Thank you, Morgan, for all your work on it.

Mayor Stear And then you will kind of also covered our resolution R73-2023, correct? Did you have any further questions on that one? They kind of tie together there.

Council Member Biggs You have a motion?

Council President McPherson Yeah, I would move we approve resolution R73-2023.

Mayor Stear Motion is made and seconded any further discussion on that motion? All in favor, say aye.

Multiple Speakers Aye

Mayor Stear Any opposed? Motion carries.

Motion To: Approve Resolution R73-2023

Motion By: Council President McPherson

Motion Seconded: Council Member Biggs

Voting Aye: Council Members, McPherson, Bruce, Biggs

Voting No: None

Absent: Laraway

Motion Passed: 3-0-1

F. Consideration to approve Resolution No. R78-2023. City Clerk Chris Engels **ACTION ITEM**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO DECLARING CERTAIN PERSONAL PROPERTY SURPLUS AND DIRECTING THE ASSET MANAGEMENT AND AUCTION OF SAID PROPERTY.

Mayor Stear Consideration to approve resolution or R78-2023. Chris Engels.

City Clerk Chris Engels Thank you Mayor, City Clerk Chris Engels for the record. What I have before you is surplus and so the surplus came from the Fleet Department and out at Public Works and there's a detailed list and photos for your review. These will be done in a sealed bid, so we will publish it and post it. We are talking to the Fleet Department about being able to make a time for people to actually come and look at the items that they may want to purchase and they will submit the bid. The minimum bid was established by the Fleet Department and Public Works based on the value of taking it in for, you know junk, trade, or Metal trade on the vehicle. And then as far as the Sewer Department, blowers are expensive I guess, and so they've established what those costs are. I would stand for any questions.

Mayor Stear Okay, questions?

Council Member Bruce No, Ma'am. No, Sir.

Council Member Biggs No.

Council President McPherson I would move we approve resolution R78-2023.

Council Member Bruce I'll second it.

Mayor Stear Motion is made and seconded, any further discussion on that motion? All those in favor say aye.

Multiple Speakers Aye

Mayor Stear Any opposed? Motion carries.

Motion To: Approve Resolution R78-2023

Motion By: Council President McPherson

Motion Seconded: Council Member Bruce

Voting Aye: Council Members McPherson, Bruce, Biggs

Voting No: None

Absent: Council Member Laraway

Motion Passed: 3-0-1

G. Consideration to approve Resolution No. R79-2023. City Clerk Chris Engels **ACTION ITEM**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO SIGN; AND AUTHORIZING THE MAYOR TO EXECUTE THE PROPOSAL FOR PROJECT ALIGNMENT ASSISTANCE AND THE CITY OF KUNA RELATING TO THE CITY OF KUNA HALL AND DMV EXPANSION AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

Mayor Stear Consideration to approve resolution R79-2023. Chris Engels again.

City Clerk Chris Engels Mayor, Council, Chris Engels, for the, City Clerk for the record. What is before you is an agreement with Prusik. Prusik is also the ones that built the Kuna Police Department. This is for concept, inasmuch to tell us what can be done or what can't be done to gather up all the stakeholders. What the potential cost may be. We didn't do that perse when we did the Police Department and over that process we found that it may have been easier to be at the table with a qualified general contractor before we went to any kind of design so that we had a better idea of what it may or may cost to be able to talk with Council about that budget, and I would stand for any questions.

Mayor Stear Okay, questions?

Council Member Bruce DMV.

Mayor Stear DMV.

Council President McPherson Getting serious now. I would move we approve resolution R79-2023.

Council Member Biggs Second.

Mayor Stear Motion been seconded to approve resolution R79-2023. Any further discussion?

Council Member Bruce It would be. It would be nice to have a DMV or at least hear what it's going to take to put one here.

Mayor Stear Well, we've had quite a few discussions and we've gained quite a bit of traction so.

Council Member Biggs Can we get a hot tub in the new Council chamber?

[Laughter]

Council Member Bruce In the DMV.

Mayor Stear That goes back to that other ordinance you were talking about that fee, yeah.

Council Member Bruce Which I now can't unsee.

Mayor Stear All right. Any real further discussion?

Multiple Speakers No.

Mayor Stear All in favor? Aye.

Multiple Speakers Aye.

Mayor Stear Any opposed? And that motion carries.

Motion To: Approve Resolution R79-2023

Motion By: Council President McPherson

Motion Seconded: Council Member Biggs

Voting Aye: Council Members, McPherson, Bruce, Biggs

Voting No: None

Absent: Council Member Laraway

Motion Passed: 3-0-1

7. Ordinances:

8. Executive Session:

(Timestamp (02:30:10))

- A. Enter into Executive Session under Idaho Code 74-206 (1)(b) to consider the evaluation, dismissal or disciplining of, or to hear complaints or charges brought against, a public officer, employee, staff member or individual agent, or public-school student.

Mayor Stear That leaves the last item on the agenda in executive session.

Council Member Bruce What do we need?

Council Member Biggs A motion to...

Council Member Bruce Do you know who we need?

Council Member Bruce So the motion.

Mayor Stear Oh, we'll. I guess Nancy and...

Council President McPherson Marc.

Council Member Biggs Marc.

Council President McPherson Marc, that guy.

Council Member Biggs \$100 million an hour.

[Laughter]

Council Member Biggs He does charge, yeah.

Mayor Stear Nancy and Marc.

Council President McPherson Okay. I would move we adjourn to executive session under Idaho Code 74-261 and B and include the Council, Mayor and Human Resources Director and the City Attorney.

Council Member Bruce I'll second it.

Mayor Stear Motion is made and seconded. Chris, would you call the Council?

City Clerk Chris Engels Council Member Bruce.

Council Member Bruce Aye.

City Clerk Chris Engels Council Member Biggs.

Council Member Biggs Aye.

City Clerk Chris Engels Council President McPherson.

Council President McPherson Aye.

Mayor Stear And that motion carries.

Council Member Bruce Thank you.

Move to: Enter Executive Session

Motion by: Council President McPherson

Seconded by: Council Member Bruce

Voting Aye: Council Members McPherson, Bruce, Biggs

Voting No: None

Absent: Laraway

Motion Passed: 3-0-1

Entering of Executive Session 8:30 PM

Information received; no action taken.

Exiting of Executive Session 9:25 PM

9. Mayor/Council Announcements:

10. Adjournment:

Adjourn 9:27 PM

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

Minutes prepared by Garrett Michaelson, Customer Service Specialist

Date Approved: CCM 10.17.2023

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.	204026349-02		<u>SPRINKLER PARTS FOR ZAMZOWS PARK, OCT '23</u>	09/27/2023	1,128.58	.00	50-6045 <u>CONTINGENCY</u>	1335	10/23		
Total 204026349-02:						1,128.58	.00					
Total 2M COMPANY, INC.:						1,128.58	.00					
ABC STAMP, SIGNS & AWARDS												
277	ABC STAMP, SIGNS & AWARDS	0569476		<u>NAME PLATE FOR G. MICHAELSON, AUG '23 - ADMIN FY '23</u>	08/14/2023	21.42	.00	01-6165 <u>OFFICE SUPPLIES</u>	0	10/23		
277	ABC STAMP, SIGNS & AWARDS	0569476		<u>NAME PLATE FOR G. MICHAELSON, AUG '23 - WATER FY '23</u>	08/14/2023	.55	.00	20-6165 <u>OFFICE SUPPLIES</u>	0	10/23		
277	ABC STAMP, SIGNS & AWARDS	0569476		<u>NAME PLATE FOR G. MICHAELSON, AUG '23 - SEWER FY '23</u>	08/14/2023	.55	.00	21-6165 <u>OFFICE SUPPLIES</u>	0	10/23		
277	ABC STAMP, SIGNS & AWARDS	0569476		<u>NAME PLATE FOR G. MICHAELSON, AUG '23 - P.I. FY '23</u>	08/14/2023	.27	.00	25-6165 <u>OFFICE SUPPLIES</u>	0	10/23		
Total 0569476:						22.79	.00					
277	ABC STAMP, SIGNS & AWARDS	0570156	16388	<u>NAME PLATE FOR Z. MONTEGRO, AUG. '23, FY '23</u>	09/19/2023	22.79	.00	01-6165 <u>OFFICE SUPPLIES</u>	4000	10/23		
Total 0570156:						22.79	.00					
Total ABC STAMP, SIGNS & AWARDS:						45.58	.00					

ACEM

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839	ACEM	60124.00		<u>1ST QUARTER MEMBERSHIP CONTRIBUTION DUES, FY 2024, OCT. '23</u>	10/02/2023	3,019.00	.00	<u>01-6075 DUES & MEMBERSHIPS</u>	0	10/23		
Total 60124.00:						3,019.00	.00					
Total ACEM:						3,019.00	.00					
ADA COUNTY HIGHWAY DISTRICT (IMPACT)												
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	09302023ACH		<u>ACHD IMPACT FEE, SEPT.'23</u>	09/30/2023	108,062.00	108,062.00	<u>30-2081 ACHD IMPACT FEE</u>	0	10/23	10/06/2023	
Total 09302023ACHDIF:						108,062.00	108,062.00					
Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):						108,062.00	108,062.00					
ADA COUNTY HIGHWAY DISTRICT (RENT)												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	17923		<u>SHOP RENT FOR OCTOBER '23 -ADMIN</u>	10/01/2023	148.50	.00	<u>01-6211 RENT-BUILDINGS & LAND</u>	1004	10/23		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	17923		<u>SHOP RENT FOR OCTOBER '23 -WATER</u>	10/01/2023	126.00	.00	<u>20-6211 RENT-BUILDINGS & LAND</u>	0	10/23		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	17923		<u>SHOP RENT FOR OCTOBER '23 -SEWER</u>	10/01/2023	121.50	.00	<u>21-6211 RENT - BUILDINGS & LAND</u>	0	10/23		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	17923		<u>SHOP RENT FOR OCTOBER '23 -P.I.</u>	10/01/2023	54.00	.00	<u>25-6211 RENT - BUILDINGS & LAND</u>	0	10/23		
Total 17923:						450.00	.00					
Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	.00					
ADA COUNTY PROSECUTING ATTORNE												
176	ADA COUNTY PROSECUTING ATTORNE	09302023CPA		<u>PROSECUTORIAL SERVICES FOR OCTOBER 2023</u>	09/30/2023	5,434.48	.00	<u>01-6203 PROSECUTORIAL SERVICES</u>	0	10/23		
Total 09302023CPA:						5,434.48	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				<u>SEPT. '23, FY '23</u>	09/29/2023	4,298.00	4,298.00	50-6045 <u>CONTINGENCY</u>	1335	10/23	10/06/2023	
	Total 3040:					4,298.00	4,298.00					
2249	ADVANCE MARKETING SERVICES INC	3042		<u>48 YARDS OF DIAMOND DUST PLUS TOP DRESSING FOR ZAMZOWS PARK, B. WITHROW, OCT. '23</u>	10/04/2023	4,298.00	4,298.00	50-6045 <u>CONTINGENCY</u>	1335	10/23	10/06/2023	
	Total 3042:					4,298.00	4,298.00					
	Total ADVANCE MARKETING SERVICES INC:					30,086.00	30,086.00					
ADVANCED COMMUNICATIONS, INC.												
1566	ADVANCED COMMUNICATIONS, INC.	14888		<u>10/01-10/31/23 INTERNET SERVICES - PARKS</u>	10/02/2023	189.46	.00	01-6290 UTILITIES	1004	10/23		
	Total 14888:					189.46	.00					
1566	ADVANCED COMMUNICATIONS, INC.	36720		<u>INTERNET SERVICES, 10/01-12/31/23 - ADMIN</u>	09/01/2023	98.84	98.84	01-1500 PREPAID EXPENSES	0	9/23	09/28/2023	
1566	ADVANCED COMMUNICATIONS, INC.	36720		<u>INTERNET SERVICES, 10/01-12/31/23 - WATER</u>	09/01/2023	91.78	91.78	20-1500 PREPAID EXPENSES	0	9/23	09/28/2023	
1566	ADVANCED COMMUNICATIONS, INC.	36720		<u>INTERNET SERVICES, 10/01-12/31/23 - SEWER</u>	09/01/2023	91.78	91.78	21-1500 PREPAID EXPENSES	0	9/23	09/28/2023	
1566	ADVANCED COMMUNICATIONS, INC.	36720		<u>INTERNET SERVICES, 10/01-12/31/23 - P.I.</u>	09/01/2023	35.30	35.30	25-1500 PREPAID EXPENSES	0	9/23	09/28/2023	
1566	ADVANCED COMMUNICATIONS, INC.	36720		<u>INTERNET SERVICES, 10/01-12/31/23 - P & Z</u>	09/01/2023	35.30	35.30	01-1500 PREPAID EXPENSES	1003	9/23	09/28/2023	
	Total 36720:					353.00	353.00					
	Total ADVANCED COMMUNICATIONS, INC.:					542.46	353.00					

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AGRI-LINES IRRIGATION, INC.												
1066	AGRI-LINES IRRIGATION, INC.	INV105734		<u>NORTHWEST PIVOT NOT MOVING. REPLACED. D. CROSSLEY, SEPT. '23, FY '23</u>	09/19/2023	738.33	738.33	<u>21-6090 FARM EXPENDITURES</u>	0	10/23	10/06/2023	
Total INV105734:						738.33	738.33					
1066	AGRI-LINES IRRIGATION, INC.	INV105954		<u>NO POWER AT PANEL. RESET & REPAIRED. D. CROSSLEY, SEPT. '23, FY '23</u>	09/27/2023	115.00	115.00	<u>21-6090 FARM EXPENDITURES</u>	0	10/23	10/06/2023	
Total INV105954:						115.00	115.00					
Total AGRI-LINES IRRIGATION, INC.:						853.33	853.33					
AKK INVESTMENTS LLC												
2074	AKK INVESTMENTS LLC	09282023AKK	16650	<u>10 POSTCARDS FOR HISTORY & ART CENTER. L. TORRES, SEPT. '23, FY '23</u>	09/28/2023	4.50	4.50	<u>01-6165 OFFICE SUPPLIES</u>	0	10/23	10/06/2023	
Total 09282023AKK:						4.50	4.50					
2074	AKK INVESTMENTS LLC	I451551565867	16338	<u>FINAL ELECTRICAL INSPECTION. A. WELKER, AUG. '23, FY '23</u>	08/17/2023	95.00	95.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	10/23	10/06/2023	
Total I451551565867:						95.00	95.00					
2074	AKK INVESTMENTS LLC	I451622255867	16390	<u>CORRECTION NOTICES. PRESSURE TEST APPROVAL & FRAMING APPROVAL COVER. S. BARKER, AUG. '23, FY '23</u>	08/24/2023	911.00	911.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	10/23	10/06/2023	
Total I451622255867:						911.00	911.00					
Total AKK INVESTMENTS LLC:						1,010.50	1,010.50					

ALPHA HOME PEST CONTROL, LLC

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1804	ALPHA HOME PEST CONTROL, LLC	90742		<u>QUARTERLY PEST CONTROL FOR 270 S ORCHARD AVE - JULY '23</u>	07/05/2023	95.00	95.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	9/23	09/28/2023	
Total 90742:						95.00	95.00					
1804	ALPHA HOME PEST CONTROL, LLC	91624		<u>QUARTERLY PEST CONTROL FOR 333 SHORTLINE - AUG '23</u>	08/10/2023	95.00	95.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	9/23	09/28/2023	
Total 91624:						95.00	95.00					
Total ALPHA HOME PEST CONTROL, LLC:						190.00	190.00					
ANALYTICAL LABORATORIES												
1	ANALYTICAL LABORATORIES	2307030		<u>MONTHLY BACTERIA SAMPLES -SEPT. '23-WATER, FY '23</u>	09/30/2023	1,424.05	.00	<u>20-6152 M & R - LABORATORY COSTS</u>	0	10/23		
Total 2307030:						1,424.05	.00					
1	ANALYTICAL LABORATORIES	2307031		<u>MONTHLY BACTERIA SAMPLES, SEPT. '23-SEWER, FY '23</u>	09/30/2023	2,436.75	.00	<u>21-6152 M & R - LABORATORY COSTS</u>	0	10/23		
Total 2307031:						2,436.75	.00					
Total ANALYTICAL LABORATORIES:						3,860.80	.00					
ASSOCIATION OF IDAHO CITIES												
8	ASSOCIATION OF IDAHO CITIES	11866		<u>FY 2024 AIC MEMBERSHIP DUES, SEPT '23, FY '23</u>	07/01/2023	10,891.60	.00	<u>01-6075 DUES & MEMBERSHIPS</u>	0	10/23		
Total 11866:						10,891.60	.00					
8	ASSOCIATION OF IDAHO CITIES	200010786	16728	<u>AIC FALL DISTRICT - NAMPA - JOE STEAR, Z. MONTEGRO, OCT. '23</u>	10/10/2023	50.00	.00	<u>01-6155 MEETINGS/COMMITTEES</u>	0	10/23		

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Total 200010786:						50.00	.00					
Total ASSOCIATION OF IDAHO CITIES:						10,941.60	.00					
ATLAS TECHNICAL CONSULTANTS LLC												
2198	ATLAS TECHNICAL CONSULTANTS LLC	209874		PROFESSIONAL SERVICES FOR PERIOD 08/26-09/08/23 FOR ZAMZOWS PARK, SEPT '23, FY '23	09/25/2023	3,461.00	.00	50-6045 CONTINGENCY	1335	10/23		
Total 209874:						3,461.00	.00					
2198	ATLAS TECHNICAL CONSULTANTS LLC	209998		PROFESSIONAL SERVICES FOR PROFESSIONAL ENGINEER KUNA POLICE STATION 08/26-09/08/23, SEPT '23, FY '23	09/26/2023	285.00	.00	01-6045 CONTINGENCY	1322	10/23		
Total 209998:						285.00	.00					
Total ATLAS TECHNICAL CONSULTANTS LLC:						3,746.00	.00					
CAPITAL PAVING CO												
20	CAPITAL PAVING CO	14218		PAVING 6950 S TEN MILE ROAD, D. CROSSLEY, SEPT '23, FY '23 - WATER	09/28/2023	20,268.15	20,268.15	20-6020 CAPITAL IMPROVEMENTS	0	10/23	10/06/2023	
20	CAPITAL PAVING CO	14218		PAVING 6950 S TEN MILE ROAD, D. CROSSLEY, SEPT '23, FY '23 - SEWER	09/28/2023	20,268.15	20,268.15	21-6020 CAPITAL IMPROVEMENTS	0	10/23	10/06/2023	
20	CAPITAL PAVING CO	14218		PAVING 6950 S TEN MILE ROAD, D. CROSSLEY, SEPT '23, FY '23 - P.I.	09/28/2023	7,721.20	7,721.20	25-6020 CAPITAL IMPROVEMENTS	0	10/23	10/06/2023	
Total 14218:						48,257.50	48,257.50					
Total CAPITAL PAVING CO:						48,257.50	48,257.50					

CASELLE INC

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				<u>M. BORZICK, - P.I. SEPT. '23 - FY '23</u>	09/28/2023	23,691.66	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	0	10/23		
Total 10991:						148,072.90	.00					
Total CLAPIER CONSTRUCTION COMPANY INC:						148,072.90	.00					
COMMERCIAL TIRE INC												
2204	COMMERCIAL TIRE INC	45-16087	16705	<u>ALIGNMENT, ON CITY CAR (ESCAPE), J.DURHAM, OCT.'23 - ADMIN</u>	10/05/2023	45.58	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	10/23		
2204	COMMERCIAL TIRE INC	45-16087	16705	<u>ALIGNMENT, ON CITY CAR (ESCAPE), J.DURHAM, OCT.'23 - WATER</u>	10/05/2023	31.19	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	10/23		
2204	COMMERCIAL TIRE INC	45-16087	16705	<u>ALIGNMENT, ON CITY CAR (ESCAPE), J.DURHAM, OCT.'23 - SEWER</u>	10/05/2023	31.19	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	10/23		
2204	COMMERCIAL TIRE INC	45-16087	16705	<u>ALIGNMENT, ON CITY CAR (ESCAPE), J.DURHAM, OCT.'23 - P.I.</u>	10/05/2023	11.99	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	10/23		
Total 45-16087:						119.95	.00					
2204	COMMERCIAL TIRE INC	4516104		<u>REPLACEMENT TIRE FOR MOWER, B. WITHROW, OCT '23</u>	10/06/2023	51.94	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	10/23		
Total 4516104:						51.94	.00					
Total COMMERCIAL TIRE INC:						171.89	.00					
COMPASS												
4	COMPASS	0000059		<u>FY 2024 ANNUAL MEMBERSHIP DUES, FIRST QUARTER, 10/01-12/31/2023</u>	10/03/2023	3,293.50	.00	<u>01-6075 DUES & MEMBERSHIPS</u>	0	10/23		
Total 0000059:						3,293.50	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total COMPASS:						3,293.50	.00					
COMPUNET INC												
2203	COMPUNET INC	235526	15288	<u>SECURITY EQUIPMENT HARDWARE FOR POLICE STATION, N. STANLEY, MAR. '23 - FY '23</u>	09/21/2023	33,320.22	33,320.22	<u>01-6045 CONTINGENCY</u>	1320	10/23	10/06/2023	
Total 235526:						33,320.22	33,320.22					
Total COMPUNET INC:						33,320.22	33,320.22					
CONRAD & BISCHOFF INC												
2020	CONRAD & BISCHOFF INC	IN-702293-23	16605	<u>1498 GALLONS UNLEADED FUEL, M. NADEAU, SEPT. '23, FY '23</u>	09/27/2023	5,493.77	.00	<u>21-6300 FUEL</u>	0	10/23		
Total IN-702293-23:						5,493.77	.00					
Total CONRAD & BISCHOFF INC:						5,493.77	.00					
CORE & MAIN LP												
63	CORE & MAIN LP	T672620	16671	<u>METER REGISTERS, J.OSBORN, SEPT.'23- FY'23</u>	10/02/2023	8,638.80	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1089	10/23		
Total T672620:						8,638.80	.00					
Total CORE & MAIN LP:						8,638.80	.00					
D & B SUPPLY												
75	D & B SUPPLY	2992	16631	<u>DRILL PACK AND CIRCULAR SAW, HAMMER DRILL, STEEL OIL FOR BLOWER, WEED EATER, PAIR OF BINNOCULARS, CHARGER AND SAW BLADE, M. NADEAU - SEPT '23, FY '23</u>	09/27/2023	855.88	.00	<u>21-6175 SMALL TOOLS</u>	0	10/23		
Total 2992:						855.88	.00					

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75	D & B SUPPLY	3411	16616	<u>2 PITCH FORKS FOR SOD AT ZAMZOWS PARK, S. JONES, SEPT '23, FY '23</u>	09/26/2023	69.98	.00	<u>01-6175 SMALL TOOLS</u>	1004	10/23		
Total 3411:						69.98	.00					
75	D & B SUPPLY	3553	16630	<u>WET/DRY VAC. SPOTLIGHT, SCREWDRIVER SET, DRILL/IMPACT KIT, MECHANIC TOOL SET, HEAT GUN, TOOL CASE, HEX DRILL BIT SET, SCREWDRIVER SET, FOR PARKS TRUCKS 71 & 73, S. HOWELL SEPT 2023 - ADMIN</u>	09/27/2023	739.13	.00	<u>01-6175 SMALL TOOLS</u>	0	10/23		
75	D & B SUPPLY	3553	16630	<u>WET/DRY VAC. SPOTLIGHT, SCREWDRIVER SET, DRILL/IMPACT KIT, MECHANIC TOOL SET, HEAT GUN, TOOL CASE, HEX DRILL BIT SET, SCREWDRIVER SET, FOR PARKS TRUCKS 71 & 73, S. HOWELL SEPT 2023 - WATER</u>	09/27/2023	295.65	.00	<u>20-6175 SMALL TOOLS</u>	0	10/23		
75	D & B SUPPLY	3553	16630	<u>WET/DRY VAC. SPOTLIGHT, SCREWDRIVER SET, DRILL/IMPACT KIT, MECHANIC TOOL SET, HEAT GUN, TOOL CASE, HEX DRILL BIT SET, SCREWDRIVER SET, FOR PARKS TRUCKS 71 & 73, S. HOWELL SEPT 2023 - SEWER</u>	09/27/2023	295.65	.00	<u>21-6175 SMALL TOOLS</u>	0	10/23		
75	D & B SUPPLY	3553	16630	<u>WET/DRY VAC. SPOTLIGHT, SCREWDRIVER SET, DRILL/IMPACT KIT, MECHANIC TOOL SET, HEAT GUN, TOOL CASE, HEX DRILL BIT SET, SCREWDRIVER SET, FOR PARKS TRUCKS 71 & 73, S. HOWELL SEPT 2023 - P.I., FY '23</u>	09/27/2023	147.83	.00	<u>25-6175 SMALL TOOLS</u>	0	10/23		
Total 3553:						1,478.26	.00					
75	D & B SUPPLY	3557		<u>REFUND FOR OVERCHARGE OF TOOLS (SALE PRICE), S. HOWELL, -FLEET SEPT '23, FY '23</u>	09/27/2023	-200.00	.00	<u>01-6175 SMALL TOOLS</u>	0	10/23		

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75	D & B SUPPLY	3557		<u>REFUND FOR OVERCHARGE OF TOOLS (SALE PRICE), S. HOWELL, -WATER SEPT '23, FY '23</u>	09/27/2023	-80.00	.00	<u>20-6175 SMALL TOOLS</u>	0	10/23		
75	D & B SUPPLY	3557		<u>REFUND FOR OVERCHARGE OF TOOLS (SALE PRICE), S. HOWELL, -SEWER SEPT '23, FY '23</u>	09/27/2023	-80.00	.00	<u>21-6175 SMALL TOOLS</u>	0	10/23		
75	D & B SUPPLY	3557		<u>REFUND FOR OVERCHARGE OF TOOLS (SALE PRICE), S. HOWELL, -P.I. SEPT '23, FY '23</u>	09/27/2023	-40.00	.00	<u>25-6175 SMALL TOOLS</u>	0	10/23		
Total 3557:						-400.00	.00					
75	D & B SUPPLY	3963	16660	<u>BANDSAW, DRYWALL TOOLS, HAND TOOLS, J. PEREZ, SEPT, '23, FY '23</u>	09/29/2023	1,338.98	.00	<u>01-6175 SMALL TOOLS</u>	1004	10/23		
Total 3963:						1,338.98	.00					
75	D & B SUPPLY	3997	16653	<u>STEEL TOE BOOTS, K. SYDEL, PARKS, SEPT.'23, FY '23</u>	09/29/2023	224.99	.00	<u>01-6230 SAFETY TRAINING & EQUIPMENT</u>	1004	10/23		
75	D & B SUPPLY	3997	16653	<u>2 JACKETS, HOODED SWEATSHIRT, PARKS, K. SYDEL, SEPT '23, FY '23</u>	09/29/2023	319.97	.00	<u>01-6285 UNIFORMS</u>	1004	10/23		
Total 3997:						544.96	.00					
75	D & B SUPPLY	4597	16689	<u>GROUND TAMPER TOOL, M. WEBB, OCT. '23</u>	10/04/2023	59.99	.00	<u>01-6175 SMALL TOOLS</u>	1004	10/23		
Total 4597:						59.99	.00					
75	D & B SUPPLY	4999	16674	<u>2 TIE DOWN STRAPS, FLAP DISCS, AND OIL FOR MOW CREW, D. ABBOTT, OCT. '23</u>	10/03/2023	71.69	.00	<u>01-6175 SMALL TOOLS</u>	1004	10/23		

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Total 4999:						71.69	.00					
75	D & B SUPPLY	5172	16711	<u>CHICKEN WIRE FOR CHRISTMAS LIGHTS, B.REED, OCT.'23</u>	10/06/2023	29.98	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	10/23		
Total 5172:						29.98	.00					
75	D & B SUPPLY	6416	16715	<u>2 PAIR OF GLOVES, MORGAN, OCT '23</u>	10/09/2023	11.98	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	10/23		
Total 6416:						11.98	.00					
Total D & B SUPPLY:						4,061.70	.00					
DIGLINE												
25	DIGLINE	0072457-IN		<u>DIG FEES, SEPT. '23 - WATER</u>	09/30/2023	267.04	.00	20-6065 DIG LINE EXPENSE	0	10/23		
25	DIGLINE	0072457-IN		<u>DIG FEES, SEPT. '23 - SEWER</u>	09/30/2023	267.04	.00	21-6065 DIG LINE EXPENSE	0	10/23		
25	DIGLINE	0072457-IN		<u>DIG FEES, SEPT. '23 - P.I.</u>	09/30/2023	101.72	.00	25-6065 DIG LINE EXPENSE	0	10/23		
Total 0072457-IN:						635.80	.00					
Total DIGLINE:						635.80	.00					
DMH ENTERPRISES LLC												
1745	DMH ENTERPRISES LLC	09302023DMH		<u>PLUMBING PERMITS, SEPT.'23</u>	09/30/2023	7,714.39	7,714.39	01-6052 CONTRACT SERVICES	1005	10/23	10/06/2023	
Total 09302023DMH:						7,714.39	7,714.39					
Total DMH ENTERPRISES LLC:						7,714.39	7,714.39					

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DUBOIS CHEMICALS INC												
512	DUBOIS CHEMICALS INC	IN-30190279	16604	<u>1 TOTE OF CHLORINE, D.CROSSLEY, SEPT '23, FY '23</u>	09/29/2023	863.38	.00	<u>20-6151 M & R - PROCESS CHEMICALS</u>	0	10/23		
Total IN-30190279:						863.38	.00					
Total DUBOIS CHEMICALS INC:						863.38	.00					
DYNA PARTS LLC												
2115	DYNA PARTS LLC	285611	16612	<u>OIL AND FUNNEL FOR PARKS MOWER, D. ABBOTT, SEPT. '23</u>	09/26/2023	6.67	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	10/23		
Total 285611:						6.67	.00					
2115	DYNA PARTS LLC	285715	16629	<u>DOOR HANDLE PARKS FORD RANGER, J. DURHAM, SEPT. FY '23</u>	09/27/2023	40.49	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	10/23		
Total 285715:						40.49	.00					
2115	DYNA PARTS LLC	285786	16647	<u>DOOR CLIPS FOR PARKS FORD RANGER, J. DURHAM, SEPT. FY '23</u>	09/28/2023	5.84	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	10/23		
Total 285786:						5.84	.00					
2115	DYNA PARTS LLC	285951	16661	<u>AIR FILTERS FOR PARKS TOOL CAT. J. DURHAM, SEPT.'23</u>	10/02/2023	83.48	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	10/23		
Total 285951:						83.48	.00					
Total DYNA PARTS LLC:						136.48	.00					
ED STAUB & SONS PETROLEUM, INC												
1731	ED STAUB & SONS PETROLEUM, INC	9728634		<u>117.20 PROPANE DELIVERED TO 475 SHORTLINE RD - FLEET</u>	09/27/2023	101.98	101.98	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	0	10/23	10/06/2023	

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1731	ED STAUB & SONS PETROLEUM, INC	9728634		<u>117.20 PROPANE DELIVERED TO 475 SHORTLINE RD - WATER</u>	09/27/2023	40.79	40.79	<u>20-6150 M & R - SYSTEM</u>	0	10/23	10/06/2023	
1731	ED STAUB & SONS PETROLEUM, INC	9728634		<u>117.20 PROPANE DELIVERED TO 475 SHORTLINE RD - SEWER</u>	09/27/2023	40.79	40.79	<u>21-6150 M & R - SYSTEM</u>	0	10/23	10/06/2023	
1731	ED STAUB & SONS PETROLEUM, INC	9728634		<u>117.20 PROPANE DELIVERED TO 475 SHORTLINE RD - P.I.</u>	09/27/2023	20.40	20.40	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	10/23	10/06/2023	
Total 9728634:						203.96	203.96					
Total ED STAUB & SONS PETROLEUM, INC:						203.96	203.96					
ELECTRICAL CONTROLS & INSTRUMENTATION												
1744	ELECTRICAL CONTROLS & INSTRUMENTATION	09302023ECI		<u>ELECTRICAL PERMITS, SEPT.'23</u>	09/30/2023	10,974.23	10,974.23	<u>01-6052 CONTRACT SERVICES</u>	1005	10/23	10/06/2023	
Total 09302023ECI:						10,974.23	10,974.23					
Total ELECTRICAL CONTROLS & INSTRUMENTATION:						10,974.23	10,974.23					
FATBEAM LLC												
1831	FATBEAM LLC	37399		<u>MONTHLY RECURRING CHARGE FOR INTERNET SERVICE SEPT 23 - ADMIN</u>	09/01/2023	95.00	95.00	<u>01-6052 CONTRACT SERVICES</u>	0	9/23	09/28/2023	
1831	FATBEAM LLC	37399		<u>MONTHLY RECURRING CHARGE FOR INTERNET SERVICE SEPT 23 - WATER</u>	09/01/2023	65.00	65.00	<u>20-6052 CONTRACT SERVICES</u>	0	9/23	09/28/2023	
1831	FATBEAM LLC	37399		<u>MONTHLY RECURRING CHARGE FOR INTERNET SERVICE SEPT 23 - SEWER</u>	09/01/2023	65.00	65.00	<u>21-6052 CONTRACT SERVICES</u>	0	9/23	09/28/2023	
1831	FATBEAM LLC	37399		<u>MONTHLY RECURRING CHARGE FOR INTERNET SERVICE SEPT 23 - P.I.</u>	09/01/2023	25.00	25.00	<u>25-6052 CONTRACT SERVICES</u>	0	9/23	09/28/2023	

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Total 37399:						250.00	250.00					
1831	FATBEAM LLC	38222		<u>MONTHLY RECURRING CHARGE FOR INTERNET SERVICE, OCT '23 - ADMIN</u>	10/01/2023	95.00	.00	<u>01-6052 CONTRACT SERVICES</u>	0	10/23		
1831	FATBEAM LLC	38222		<u>MONTHLY RECURRING CHARGE FOR INTERNET SERVICE, OCT '23 - WATER</u>	10/01/2023	65.00	.00	<u>20-6052 CONTRACT SERVICES</u>	0	10/23		
1831	FATBEAM LLC	38222		<u>MONTHLY RECURRING CHARGE FOR INTERNET SERVICE, OCT '23 - SEWER</u>	10/01/2023	65.00	.00	<u>21-6052 CONTRACT SERVICES</u>	0	10/23		
1831	FATBEAM LLC	38222		<u>MONTHLY RECURRING CHARGE FOR INTERNET SERVICE, OCT '23 - P.I.</u>	10/01/2023	25.00	.00	<u>25-6052 CONTRACT SERVICES</u>	0	10/23		
Total 38222:						250.00	.00					
Total FATBEAM LLC:						500.00	250.00					
FERGUSON ENTERPRISES INC												
219	FERGUSON ENTERPRISES INC	0823787-2A		<u>BALL ANGLE VALVE FOR P.I. D. CROSSLEY, SEPT 23, FY '23</u>	09/14/2023	259.50	259.50	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	10/23	10/06/2023	
Total 0823787-2A:						259.50	259.50					
219	FERGUSON ENTERPRISES INC	0862203A		<u>2 SUMP PUMPS FOR SPLASH PAD, B. WITHROW, SEPT '23, FY '23</u>	09/14/2023	990.00	990.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	10/23	10/06/2023	
Total 0862203A:						990.00	990.00					
219	FERGUSON ENTERPRISES INC	0865035A	16507	<u>HYDRANT PARTS, J. MORFIN, SEPT. '23, FY '23</u>	09/12/2023	3,133.00	3,133.00	<u>20-6150 M & R - SYSTEM</u>	0	10/23	10/06/2023	
Total 0865035A:						3,133.00	3,133.00					

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Total FERGUSON ENTERPRISES INC:						4,382.50	4,382.50					
FILTRATION TECHNOLOGY												
108	FILTRATION TECHNOLOGY	S8464	16686	<u>15 BARRELS (30 G.) OF CARUS. WATER TREATMENT CHEMICAL. J. COX, OCT '23</u>	10/05/2023	9,390.00	.00	<u>20-6151 M & R - PROCESS CHEMICALS</u>	0	10/23		
Total S8464:						9,390.00	.00					
Total FILTRATION TECHNOLOGY:						9,390.00	.00					
FLYNN BEC LP												
2220	FLYNN BEC LP	105297		<u>SENIOR CENTER ROOF REPAIR - B. WITHROW - JULY '23</u>	07/26/2023	67,000.00	67,000.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1339	9/23	09/28/2023	
Total 105297:						67,000.00	67,000.00					
Total FLYNN BEC LP:						67,000.00	67,000.00					
FONROCHE LIGHTING AMERICA INC												
2140	FONROCHE LIGHTING AMERICA INC	2023_G7165	16652	<u>2 SOLAR LIGHTS FOR ZAMZOWS PARK SECURITY, J. LORENTZ, SEPT '23, FY '23</u>	09/29/2023	11,655.00	11,655.00	<u>50-6045 CONTINGENCY</u>	1335	10/23	10/06/2023	
Total 2023_G7165:						11,655.00	11,655.00					
Total FONROCHE LIGHTING AMERICA INC:						11,655.00	11,655.00					
FREUND PROPERTIES LLC												
2014	FREUND PROPERTIES LLC	7335		<u>ACROBAT STANDARD DC FOR TEAMS 07/12-10/6/23, C. PATON, SEPT '23 - WATER</u>	09/27/2023	22.30	22.30	<u>20-6075 DUES & MEMBERSHIPS</u>	0	9/23	09/28/2023	
2014	FREUND PROPERTIES LLC	7335		<u>ACROBAT STANDARD DC FOR TEAMS 07/12-10/6/23, C. PATON, SEPT '23 - SEWER</u>	09/27/2023	22.30	22.30	<u>21-6075 DUES & MEMBERSHIPS</u>	0	9/23	09/28/2023	
2014	FREUND PROPERTIES LLC	7335		<u>ACROBAT STANDARD DC FOR TEAMS 07/12-10/6/23, C. PATON, SEPT '23 - P.I.</u>	09/27/2023	8.49	8.49	<u>25-6075 DUES & MEMBERSHIPS EXPENSE</u>	0	9/23	09/28/2023	

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Total 7335:						53.09	53.09					
2014	FREUND PROPERTIES LLC	7340		<u>PARKS OFFICE REMODEL SEPT' 23, FY '23</u>	09/28/2023	2,550.00	2,550.00	40-6020 CAPITAL IMPROVEMENTS	1323	10/23	10/06/2023	
Total 7340:						2,550.00	2,550.00					
2014	FREUND PROPERTIES LLC	7355		<u>CONTRACT SERVICE/IT SUPPORT, OCT' 23 - ADMIN</u>	10/01/2023	2,797.37	2,797.37	01-6142 MAINT. & REPAIR- EQUIPMENT	0	10/23	10/06/2023	
2014	FREUND PROPERTIES LLC	7355		<u>CONTRACT SERVICE/IT SUPPORT, OCT' 23 - WATER</u>	10/01/2023	1,913.99	1,913.99	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	10/23	10/06/2023	
2014	FREUND PROPERTIES LLC	7355		<u>CONTRACT SERVICE/IT SUPPORT, OCT' 23 - SEWER</u>	10/01/2023	1,913.99	1,913.99	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/23	10/06/2023	
2014	FREUND PROPERTIES LLC	7355		<u>CONTRACT SERVICE/IT SUPPORT, OCT' 23 - P.I.</u>	10/01/2023	736.15	736.15	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	10/23	10/06/2023	
Total 7355:						7,361.50	7,361.50					
Total FREUND PROPERTIES LLC:						9,964.59	9,964.59					
H.D. FOWLER COMPANY												
1552	H.D. FOWLER COMPANY	16526765	16626	<u>IRRIGATION CLOCK FOR AREA BEHIND CITY HALL, D. ABBOTT, SEPT. '23, FY '23</u>	09/27/2023	292.19	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	10/23		
Total 16526765:						292.19	.00					
1552	H.D. FOWLER COMPANY	16529370	16639	<u>REPLACEMENT IRRIGATION CONTROLLER FOR ARBOR RIDGE, D. ABBOTT, SEPT'23, FY '23</u>	09/29/2023	465.37	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	10/23		

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Total 16529370:						465.37	.00					
Total H.D. FOWLER COMPANY:						757.56	.00					
HDR ENGINEERING INC												
1646	HDR ENGINEERING INC	1200559597		<u>PROFESSIONAL SERVICES FROM 09/01-09/30/23 FOR DEER FLAT/TEN MILE WATERLINE PLACEMENT</u>	10/04/2023	431.50	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1342	10/23		
Total 1200559597:						431.50	.00					
1646	HDR ENGINEERING INC	1200560536		<u>PROFESSIONAL SERVICES FROM 08/27-09/30/23. WATER SYSTEM MASTER PLAN. D. CROSSLEY, SEPT '23 - FY '23</u>	10/06/2023	10,327.78	.00	<u>20-6045 CONTINGENCY</u>	1314	10/23		
Total 1200560536:						10,327.78	.00					
Total HDR ENGINEERING INC:						10,759.28	.00					
HOLLADAY ENGINEERING CO												
1990	HOLLADAY ENGINEERING CO	49382		<u>PROFESSIONAL SERVICES THRU 09/30/23. PEREGRINE PROJECT. KU22-0309</u>	10/09/2023	5,308.27	.00	<u>20-6202 PROFESSIONAL SERVICES</u>	0	10/23		
Total 49382:						5,308.27	.00					
1990	HOLLADAY ENGINEERING CO	49383		<u>KUNA WELL #12 ELECTRICAL SERVICES THRU 09/30/23. KU22-0402</u>	10/09/2023	2,735.00	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1275	10/23		
Total 49383:						2,735.00	.00					
1990	HOLLADAY ENGINEERING CO	49384		<u>PROFESSIONAL SERVICES 09/30/2023. WELL #6 CONSTRUCTION PHASE. KU22-0416</u>	10/09/2023	2,793.75	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	10/23		

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Total 49384:						2,793.75	.00					
Total HOLLADAY ENGINEERING CO:						10,837.02	.00					
ICRMP												
35	ICRMP	02101-2024-1		<u>RISK INSURANCE, 1ST INSTALLMENT, POLICY PERIOD 10/01/23-09/30/24 - ADMIN</u>	09/01/2023	4,114.87	4,114.87	<u>01-6130 LIABILITY & PROPERTY INSURANCE</u>	0	10/23	10/06/2023	
35	ICRMP	02101-2024-1		<u>RISK INSURANCE, 1ST INSTALLMENT, POLICY PERIOD 10/01/23-09/30/24 - SR CENTER</u>	09/01/2023	566.19	566.19	<u>01-6130 LIABILITY & PROPERTY INSURANCE</u>	1001	10/23	10/06/2023	
35	ICRMP	02101-2024-1		<u>RISK INSURANCE, 1ST INSTALLMENT, POLICY PERIOD 10/01/23-09/30/24 -PARKS</u>	09/01/2023	4,114.87	4,114.87	<u>01-6130 LIABILITY & PROPERTY INSURANCE</u>	1004	10/23	10/06/2023	
35	ICRMP	02101-2024-1		<u>RISK INSURANCE, 1ST INSTALLMENT, POLICY PERIOD 10/01/23-09/30/24 - BLDG</u>	09/01/2023	566.19	566.19	<u>01-6130 LIABILITY & PROPERTY INSURANCE</u>	1005	10/23	10/06/2023	
35	ICRMP	02101-2024-1		<u>RISK INSURANCE, 1ST INSTALLMENT, POLICY PERIOD 10/01/23-09/30/24 - WATER</u>	09/01/2023	11,727.33	11,727.33	<u>20-6130 LIABILITY & PROPERTY INSURANCE</u>	0	10/23	10/06/2023	
35	ICRMP	02101-2024-1		<u>RISK INSURANCE, 1ST INSTALLMENT, POLICY PERIOD 10/01/23-09/30/24 - SEWER</u>	09/01/2023	48,697.42	48,697.42	<u>21-6130 LIABILITY & PROPERTY INSURANCE</u>	0	10/23	10/06/2023	
35	ICRMP	02101-2024-1		<u>RISK INSURANCE, 1ST INSTALLMENT, POLICY PERIOD 10/01/23-09/30/24 - P.I.</u>	09/01/2023	5,705.63	5,705.63	<u>25-6130 LIABILITY & PROPERTY INSURANCE</u>	0	10/23	10/06/2023	
Total 02101-2024-1:						75,492.50	75,492.50					
Total ICRMP:						75,492.50	75,492.50					
IDAHO HUMANE SOCIETY												
833	IDAHO HUMANE SOCIETY	FY24IHSKUNA		<u>ANIMAL CONTROL CONTRACT SERVICES FOR OCT '23</u>	10/01/2023	12,803.00	.00	<u>01-6005 ANIMAL CONTROL SERVICES</u>	0	10/23		

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Total FY24IHSKUNA:						12,803.00	.00					
Total IDAHO HUMANE SOCIETY:						12,803.00	.00					
IDAHO POWER CO												
38	IDAHO POWER CO	09282023IP		<u>ELECTRIC SERVICE 08/01-08/31/2023 - ADMIN</u>	09/20/2023	488.57	488.57	<u>01-6290 UTILITIES</u>	0	9/23	09/28/2023	
38	IDAHO POWER CO	09282023IP		<u>ELECTRIC SERVICE 08/01-08/31/2023 - SENIOR CENTER</u>	09/20/2023	354.15	354.15	<u>01-6290 UTILITIES</u>	1001	9/23	09/28/2023	
38	IDAHO POWER CO	09282023IP		<u>ELECTRIC SERVICE 08/01-08/31/2023 - STREET LIGHTS</u>	09/20/2023	2,069.59	2,069.59	<u>01-6290 UTILITIES</u>	1002	9/23	09/28/2023	
38	IDAHO POWER CO	09282023IP		<u>ELECTRIC SERVICE 08/01-08/31/2023 - PARKS</u>	09/20/2023	18.18	18.18	<u>01-6290 UTILITIES</u>	1004	9/23	09/28/2023	
38	IDAHO POWER CO	09282023IP		<u>ELECTRIC SERVICE 08/01-08/31/2023 - WATER</u>	09/20/2023	246.59	246.59	<u>20-6290 UTILITIES EXPENSE</u>	0	9/23	09/28/2023	
38	IDAHO POWER CO	09282023IP		<u>ELECTRIC SERVICE 08/01-08/31/2023 - SEWER</u>	09/20/2023	19,426.10	19,426.10	<u>21-6290 UTILITIES EXPENSE</u>	0	9/23	09/28/2023	
38	IDAHO POWER CO	09282023IP		<u>ELECTRIC SERVICE 08/01-08/31/2023 - FARM/LAGOONS</u>	09/20/2023	12,150.01	12,150.01	<u>21-6090 FARM EXPENDITURES</u>	0	9/23	09/28/2023	
38	IDAHO POWER CO	09282023IP		<u>ELECTRIC SERVICE 08/01-08/31/2023 - IRRIGATION</u>	09/20/2023	88.73	88.73	<u>25-6290 UTILITIES EXPENSE</u>	0	9/23	09/28/2023	
Total 09282023IP:						34,841.92	34,841.92					
38	IDAHO POWER CO	10062023IP		<u>ELECTRIC SERVICE 08/15-0/19/2023- PARKS</u>	09/21/2023	1,992.25	1,992.25	<u>01-6290 UTILITIES</u>	1004	10/23	10/06/2023	
38	IDAHO POWER CO	10062023IP		<u>ELECTRIC SERVICE 08/15-0/19/2023- WATER</u>	09/21/2023	10,075.68	10,075.68	<u>20-6290 UTILITIES EXPENSE</u>	0	10/23	10/06/2023	
38	IDAHO POWER CO	10062023IP		<u>ELECTRIC SERVICE 08/15-0/19/2023- SEWER</u>	09/21/2023	9,522.55	9,522.55	<u>21-6290 UTILITIES EXPENSE</u>	0	10/23	10/06/2023	
38	IDAHO POWER CO	10062023IP		<u>ELECTRIC SERVICE 08/15-0/19/2023- FARM/LAGOONS</u>	09/21/2023	6,080.74	6,080.74	<u>21-6090 FARM EXPENDITURES</u>	0	10/23	10/06/2023	

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38	IDAHO POWER CO	10062023IP		<u>ELECTRIC SERVICE 08/15-0/19/2023- IRRIGATION</u>	09/21/2023	38,711.08	38,711.08	<u>25-6290 UTILITIES EXPENSE</u>	0	10/23	10/06/2023	
Total 10062023IP:						66,382.30	66,382.30					
Total IDAHO POWER CO:						101,224.22	101,224.22					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	38368	16544	<u>AD #424139, LEGAL PUBLICATION, HEARING TO CONSIDER ADOPTING RESOLUTION NO R74-2023, N. STANLEY, SEPT. '23, FY '23</u>	09/27/2023	168.37	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	10/23		
Total 38368:						168.37	.00					
1802	IDAHO PRESS TRIBUNE, LLC	38369	16512	<u>AD #424316, LEGAL/PUBLIC NOTICE, CASE NO. 23-02-CPF & 23-04-ZC FOR SERVING SUBDIVISION, J. REID, SEPT. 23, FY '23</u>	09/27/2023	40.34	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	10/23		
Total 38369:						40.34	.00					
1802	IDAHO PRESS TRIBUNE, LLC	38370	16610	<u>AD #427467, LEGAL PUBLICATION, SUMMARY OF ORDINANCE 2023-21, N. STANLEY, SEPT. '23</u>	09/27/2023	132.12	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	10/23		
Total 38370:						132.12	.00					
1802	IDAHO PRESS TRIBUNE, LLC	38371	16610	<u>AD #427472, LEGAL PUBLICATION, SUMMARY OF ORDINANCE 2023-22, N. STANLEY, SEPT. '23, FY '23</u>	09/27/2023	88.20	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	10/23		
Total 38371:						88.20	.00					
Total IDAHO PRESS TRIBUNE, LLC:						429.03	.00					

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IDAHO STATE POLICE												
1509	IDAHO STATE POLICE	09282023IDSP		<u>PEDDLER LICENSE, I. ALLAS, S23132317; S. CONTRERAS S24010239, AUG 23</u>	09/18/2023	66.50	66.50	01-2075 UNEARNED REVENUE	0	9/23	09/28/2023	
1509	IDAHO STATE POLICE	09282023IDSP		<u>BACKGROUND CHECKS, G. MICHAELSON S23127805, JUNE 23 - ADMIN</u>	09/18/2023	9.40	9.40	01-5950 TEAM BUILDING, ONBOARDING	0	9/23	09/28/2023	
1509	IDAHO STATE POLICE	09282023IDSP		<u>BACKGROUND CHECKS, G. MICHAELSON S23127805, JUNE 23 - WATER</u>	09/18/2023	.24	.24	20-5950 TEAM BUILDING, ONBOARDING	0	9/23	09/28/2023	
1509	IDAHO STATE POLICE	09282023IDSP		<u>BACKGROUND CHECKS, G. MICHAELSON S23127805, JUNE 23 - SEWER</u>	09/18/2023	.24	.24	21-5950 TEAM BUILDING, ONBOARDING	0	9/23	09/28/2023	
1509	IDAHO STATE POLICE	09282023IDSP		<u>BACKGROUND CHECKS, G. MICHAELSON S23127805, JUNE 23 - P.I.</u>	09/18/2023	.12	.12	25-5950 TEAM BUILDING, ONBOARDING	0	9/23	09/28/2023	
1509	IDAHO STATE POLICE	09282023IDSP		<u>BACKGROUND CHECKS, K. SEYDEL S24013158, AUG 23 - ADMIN</u>	09/18/2023	10.00	10.00	01-5950 TEAM BUILDING, ONBOARDING	0	9/23	09/28/2023	
1509	IDAHO STATE POLICE	09282023IDSP		<u>BACKGROUND CHECKS, C. PATON S24013161, AUG 23 - WATER</u>	09/18/2023	4.20	4.20	20-5950 TEAM BUILDING, ONBOARDING	0	9/23	09/28/2023	
1509	IDAHO STATE POLICE	09282023IDSP		<u>BACKGROUND CHECKS, C. PATON S24013161, AUG 23 - SEWER</u>	09/18/2023	4.20	4.20	21-5950 TEAM BUILDING, ONBOARDING	0	9/23	09/28/2023	
1509	IDAHO STATE POLICE	09282023IDSP		<u>BACKGROUND CHECKS, C. PATON S24013161, AUG 23 - P.I.</u>	09/18/2023	1.60	1.60	25-5950 TEAM BUILDING, ONBOARDING	0	9/23	09/28/2023	
1509	IDAHO STATE POLICE	09282023IDSP		<u>BACKGROUND CHECKS, L. TORRES S24015613, AUG 23 - ADMIN</u>	09/18/2023	9.40	9.40	01-5950 TEAM BUILDING, ONBOARDING	0	9/23	09/28/2023	
1509	IDAHO STATE POLICE	09282023IDSP		<u>BACKGROUND CHECKS, L. TORRES S24015613, AUG 23 - WATER</u>	09/18/2023	.24	.24	20-5950 TEAM BUILDING, ONBOARDING	0	9/23	09/28/2023	
1509	IDAHO STATE POLICE	09282023IDSP		<u>BACKGROUND CHECKS, L. TORRES S24015613, AUG 23 - SEWER</u>	09/18/2023	.24	.24	21-5950 TEAM BUILDING, ONBOARDING	0	9/23	09/28/2023	

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1509	IDAHO STATE POLICE	09282023IDSP		<u>BACKGROUND CHECKS, L. TORRES S24015613, AUG 23 - P.I.</u>	09/18/2023	.12	.12	<u>25-5950 TEAM BUILDING, ONBOARDING</u>	0	9/23	09/28/2023	
Total 09282023IDSP:						106.50	106.50					
Total IDAHO STATE POLICE:						106.50	106.50					
IDAHO STATE TREASURER'S OFFICE												
1965	IDAHO STATE TREASURER'S OFFICE	09282023IST		<u>ESCHEAT PAYABLES TO THE STATE TREASURER'S OFFICE, SEPT '23</u>	09/28/2023	719.36	719.36	<u>20-2201 ESCHEAT PAYABLE</u>	0	9/23	09/28/2023	
Total 09282023IST:						719.36	719.36					
Total IDAHO STATE TREASURER'S OFFICE:						719.36	719.36					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	482135196092		<u>NATURAL GAS CONSUMPTION AT SENIOR CENTER, 08/26-09/27/23, FY '23</u>	09/28/2023	83.00	83.00	<u>01-6290 UTILITIES</u>	1001	10/23	10/06/2023	
Total 48213519609282023:						83.00	83.00					
37	INTERMOUNTAIN GAS CO	482195000100		<u>NATURAL GAS CONSUMPTION AT NWWTP, 09/06-10/04/2023- WATER</u>	10/05/2023	33.57	.00	<u>20-6290 UTILITIES EXPENSE</u>	0	10/23		
37	INTERMOUNTAIN GAS CO	482195000100		<u>NATURAL GAS CONSUMPTION AT NWWTP, 09/06-10/04/2023- SEWER</u>	10/05/2023	33.57	.00	<u>21-6290 UTILITIES EXPENSE</u>	0	10/23		
37	INTERMOUNTAIN GAS CO	482195000100		<u>NATURAL GAS CONSUMPTION AT NWWTP, 09/06-10/04/2023- P.I.</u>	10/05/2023	12.80	.00	<u>25-6290 UTILITIES EXPENSE</u>	0	10/23		
Total 48219500010052023:						79.94	.00					
37	INTERMOUNTAIN GAS CO	482327707092		<u>NATURAL GAS CONSUMPTION AT PARKS DEPARTMENT, 08/26-09/27/23, FY '23</u>	09/28/2023	8.34	8.34	<u>01-6290 UTILITIES</u>	1004	10/23	10/06/2023	

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Total 48232770709282023:						8.34	8.34					
37	INTERMOUNTAIN GAS CO	482634665092		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 08/26-09/27/2023-ADMIN, FY '23</u>	09/28/2023	18.88	18.88	01-6290 UTILITIES	0	10/23	10/06/2023	
37	INTERMOUNTAIN GAS CO	482634665092		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 08/26-09/27/2023-WATER, FY '23</u>	09/28/2023	12.92	12.92	20-6290 UTILITIES EXPENSE	0	10/23	10/06/2023	
37	INTERMOUNTAIN GAS CO	482634665092		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 08/26-09/27/2023-SEWER, FY '23</u>	09/28/2023	12.92	12.92	21-6290 UTILITIES EXPENSE	0	10/23	10/06/2023	
37	INTERMOUNTAIN GAS CO	482634665092		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 08/26-09/27/2023-P.I., FY '23</u>	09/28/2023	4.96	4.96	25-6290 UTILITIES EXPENSE	0	10/23	10/06/2023	
Total 48263466509282023:						49.68	49.68					
Total INTERMOUNTAIN GAS CO:						220.96	141.02					
IRMINGER CONSTRUCTION												
188	IRMINGER CONSTRUCTION	09252023IC		<u>KUNA WELL#12 PUMPING FACILILTIES, 09/01-09/31/23, D. CROSSLEY, SEPT '23, FY '23</u>	09/25/2023	19,511.10	.00	20-6020 CAPITAL IMPROVEMENTS	1275	10/23		
Total 09252023IC:						19,511.10	.00					
Total IRMINGER CONSTRUCTION:						19,511.10	.00					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	09222023-092		<u>SANITATION RECEIPT TRANSFER, 09/22-09/27/2023</u>	09/28/2023	11,343.07	11,343.07	26-7000 SOLID WASTE SERVICE FEES	0	9/23	09/28/2023	
230	J & M SANITATION, INC.	09222023-092		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 09/22-09/27/2023</u>	09/28/2023	-1,120.70	-1,120.70	01-4170 FRANCHISE FEES	0	9/23	09/28/2023	

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Total 09222023-09272023:						10,222.37	10,222.37					
230	J & M SANITATION, INC.	09282023-100		<u>SANITATION RECEIPT TRANSFER, 09/28-10/05/2023</u>	10/06/2023	47,551.35	47,551.35	26-7000 SOLID WASTE SERVICE FEES	0	10/23	10/06/2023	
230	J & M SANITATION, INC.	09282023-100		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 09/28-10/05/2023</u>	10/06/2023	-4,698.07	-4,698.07	01-4170 FRANCHISE FEES	0	10/23	10/06/2023	
Total 09282023-10052023:						42,853.28	42,853.28					
230	J & M SANITATION, INC.	09302023JM		<u>ACCT# 560, SLUDGE REMOVAL FOR SEPT. '23</u>	09/30/2023	9,486.91	.00	21-6153 M & R - SLUDGE DISPOSAL	0	10/23		
230	J & M SANITATION, INC.	09302023JM		<u>ACCT# 560, 270 S ORCHARD PARK, DAILY BOX RENT, SEPT. '23</u>	09/30/2023	99.00	.00	01-6212 RENT-EQUIPMENT	1004	10/23		
230	J & M SANITATION, INC.	09302023JM		<u>ACCT# 560, 3999 S SWAN FALLS, MONTHLY BOX RENT, SEPT '23</u>	09/30/2023	2.83	.00	21-6212 RENT-EQUIPMENT	0	10/23		
Total 09302023JM:						9,588.74	.00					
Total J & M SANITATION, INC.:						62,664.39	53,075.65					
JMAC MATERIALS BOISE LLC												
2127	JMAC MATERIALS BOISE LLC	10006		<u>SAND AND GRAVEL FOR ZAMZOWS PARK, B. WITHROW, OCT '23</u>	10/02/2023	1,497.49	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	10/23		
Total 10006:						1,497.49	.00					
2127	JMAC MATERIALS BOISE LLC	10018		<u>SAND AND GRAVEL FOR ZAMZOWS PARK, B. WITHROW, OCT '23</u>	10/03/2023	1,171.86	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	10/23		

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Total 10018:						1,171.86	.00					
2127	JMAC MATERIALS BOISE LLC	9759		<u>SAND AND GRAVEL FOR ZAMZOWS PARK, B. WITHROW, SEPT '23, FY '23</u>	09/25/2023	1,079.90	.00	<u>50-6045 CONTINGENCY</u>	1335	10/23		
Total 9759:						1,079.90	.00					
2127	JMAC MATERIALS BOISE LLC	9769		<u>SAND AND GRAVEL FOR ZAMZOWS PARK, B. WITHROW, SEPT '23, FY '23</u>	09/26/2023	3,261.76	.00	<u>50-6045 CONTINGENCY</u>	1335	10/23		
Total 9769:						3,261.76	.00					
2127	JMAC MATERIALS BOISE LLC	9781		<u>SAND AND GRAVEL FOR ZAMZOWS PARK, B. WITHROW, SEPT '23, FY '23</u>	09/26/2023	306.60	.00	<u>50-6045 CONTINGENCY</u>	1335	10/23		
Total 9781:						306.60	.00					
2127	JMAC MATERIALS BOISE LLC	9923		<u>SAND AND GRAVEL FOR ZAMZOWS PARK, B. WITHROW, SEPT '23 - FY '23</u>	09/27/2023	1,746.30	.00	<u>50-6045 CONTINGENCY</u>	1335	10/23		
Total 9923:						1,746.30	.00					
2127	JMAC MATERIALS BOISE LLC	9941		<u>SAND AND GRAVEL FOR ZAMZOWS PARK, B. WITHROW, SEPT. '23, FY '23</u>	09/28/2023	2,088.16	.00	<u>50-6045 CONTINGENCY</u>	1335	10/23		
Total 9941:						2,088.16	.00					
2127	JMAC MATERIALS BOISE LLC	9955		<u>SAND AND GRAVEL FOR ZAMZOWS PARK, B. WITHROW, SEPT ' 23 - FY '23</u>	09/29/2023	1,763.54	.00	<u>50-6045 CONTINGENCY</u>	1335	10/23		
Total 9955:						1,763.54	.00					

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Total JMAC MATERIALS BOISE LLC:						12,915.61	.00					
JONATHAN STRICKLAND												
1976	JONATHAN STRICKLAND	1221		<u>MONTHLY JANITORIAL SERVICES, CITY HALL, OCT. '23 - ADMIN</u>	10/02/2023	276.64	.00	<u>01-6025 JANITORIAL</u>	0	10/23		
1976	JONATHAN STRICKLAND	1221		<u>MONTHLY JANITORIAL SERVICES, CITY HALL, OCT. '23 - WATER</u>	10/02/2023	189.28	.00	<u>20-6025 JANITORIAL</u>	0	10/23		
1976	JONATHAN STRICKLAND	1221		<u>MONTHLY JANITORIAL SERVICES, CITY HALL, OCT. '23 - SEWER</u>	10/02/2023	189.28	.00	<u>21-6025 JANITORIAL</u>	0	10/23		
1976	JONATHAN STRICKLAND	1221		<u>MONTHLY JANITORIAL SERVICES, CITY HALL, OCT. '23 - P.I</u>	10/02/2023	72.80	.00	<u>25-6025 JANITORIAL</u>	0	10/23		
Total 1221:						728.00	.00					
1976	JONATHAN STRICKLAND	1222		<u>MONTHLY JANITORIAL SERVICES, SENIOR CENTER, OCT. '23</u>	10/02/2023	446.00	.00	<u>01-6025 JANITORIAL</u>	1001	10/23		
Total 1222:						446.00	.00					
1976	JONATHAN STRICKLAND	1223		<u>MONTHLY JANITORIAL SERVICES, TREATMENT PLANT, OCT. '23- WATER</u>	10/02/2023	168.00	.00	<u>20-6025 JANITORIAL</u>	0	10/23		
1976	JONATHAN STRICKLAND	1223		<u>MONTHLY JANITORIAL SERVICES, TREATMENT PLANT, OCT. '23- SEWER</u>	10/02/2023	168.00	.00	<u>21-6025 JANITORIAL</u>	0	10/23		
1976	JONATHAN STRICKLAND	1223		<u>MONTHLY JANITORIAL SERVICES, TREATMENT PLANT, OCT. '23- P.I</u>	10/02/2023	64.00	.00	<u>25-6025 JANITORIAL</u>	0	10/23		
Total 1223:						400.00	.00					
Total JONATHAN STRICKLAND:						1,574.00	.00					

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J-U-B ENGINEERS, INC.												
1236	J-U-B ENGINEERS, INC.	0165901		<u>PROFESSIONAL SERVICES FROM 07/30-09/02/2023. HELEN ZAMZOW PARK DESIGN BUILD ASSIST. SEPT. '23. FY '23</u>	09/13/2023	17,446.00	17,446.00	50-6045 CONTINGENCY	1335	10/23	10/06/2023	
Total 0165901:						17,446.00	17,446.00					
1236	J-U-B ENGINEERS, INC.	0166634		<u>PROFESSIONAL SERVICES FROM 09/03-09/30/2023 DESIGN BUILD ASSIST FOR ZAMZOW PARK. SEPT '23- FY'23</u>	10/04/2023	2,439.52	.00	50-6045 CONTINGENCY	1335	10/23		
Total 0166634:						2,439.52	.00					
1236	J-U-B ENGINEERS, INC.	0166677		<u>PROFESSIONAL SERVICES FROM 09/03-09/30/2023. KUNA ARPA GRANT ADMIN. OCT '23</u>	10/05/2023	775.00	775.00	01-6202 PROFESSIONAL SERVICES	0	10/23	10/06/2023	
Total 0166677:						775.00	775.00					
Total J-U-B ENGINEERS, INC.:						20,660.52	18,221.00					
K & S WELDING & FABRICATION												
2165	K & S WELDING & FABRICATION	1929		<u>REBUILD OF SCREENWASHER & AUGER FOR PLANT, D. CROSSLEY, OCT '23</u>	10/01/2023	1,760.00	.00	21-6150 M & R - SYSTEM	0	10/23		
Total 1929:						1,760.00	.00					
Total K & S WELDING & FABRICATION:						1,760.00	.00					
KELLER ASSOCIATES, INC.												
429	KELLER ASSOCIATES, INC.	0233113		<u>PROFESSIONAL SERVICES FROM 08/27-09/30/2023 - CITY HALL RECORD OF SURVEY</u>	09/30/2023	7,300.00	.00	01-6202 PROFESSIONAL SERVICES	0	10/23		
Total 0233113:						7,300.00	.00					

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429	KELLER ASSOCIATES, INC.	0233139		<u>PROFESSIONAL SERVICES FROM 08/27-09/30/2023- AVALON & ORCHARD PEDESTRIAN PATHWAY, SEPT '23, FY '23</u>	09/30/2023	1,000.00	.00	<u>03-6355 TRANSPORTATION -ORCHARD CROSS</u>	0	10/23		
Total 0233139:						1,000.00	.00					
429	KELLER ASSOCIATES, INC.	0233143		<u>PROFESSIONAL SERVICES FROM 08/27-09/30/2023 - PATAGONIA PARK PHASE II, SEPT '23, FY '23</u>	09/30/2023	2,750.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1312	10/23		
Total 0233143:						2,750.00	.00					
429	KELLER ASSOCIATES, INC.	0233144		<u>PROFESSIONAL SERVICES FROM 08/27-09/30/2023 - SWAN FALLS RRFB CROSSING - SEPT '23, FY '23</u>	09/30/2023	1,020.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1126	10/23		
Total 0233144:						1,020.00	.00					
Total KELLER ASSOCIATES, INC.:						12,070.00	.00					
KENDALL FORD OF MERIDIAN LLC												
1616	KENDALL FORD OF MERIDIAN LLC	2360000	16545	<u>OIL FILTER FOR SEWER TRUCK, J.DURHAM, SEPT.'23, FY '23</u>	09/18/2023	9.80	9.80	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	10/23	10/06/2023	
Total 2360000:						9.80	9.80					
1616	KENDALL FORD OF MERIDIAN LLC	2360440	16657	<u>PART FOR BUILDING INSPECTOR'S TRUCK, J.DURHAM, SEPT.'23, FY '23</u>	09/29/2023	119.22	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1005	10/23		
Total 2360440:						119.22	.00					
Total KENDALL FORD OF MERIDIAN LLC:						129.02	9.80					

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KUNA JT. SCHOOL DISTRICT NO. 3												
199	KUNA JT. SCHOOL DISTRICT NO. 3	10323		<u>FIBER OPTIC LEASE FOR SEPTEMBER '23-ADMIN</u>	10/03/2023	114.00	.00	<u>01-6255 TELEPHONE</u>	0	10/23		
199	KUNA JT. SCHOOL DISTRICT NO. 3	10323		<u>FIBER OPTIC LEASE FOR SEPTEMBER '23-WATER</u>	10/03/2023	78.00	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	10/23		
199	KUNA JT. SCHOOL DISTRICT NO. 3	10323		<u>FIBER OPTIC LEASE FOR SEPTEMBER '23-SEWER</u>	10/03/2023	78.00	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	10/23		
199	KUNA JT. SCHOOL DISTRICT NO. 3	10323		<u>FIBER OPTIC LEASE FOR SEPTEMBER '23-P.I.</u>	10/03/2023	30.00	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	10/23		
Total 10323:						300.00	.00					
Total KUNA JT. SCHOOL DISTRICT NO. 3:						300.00	.00					
KUNA LUMBER												
499	KUNA LUMBER	A138271	16482	<u>SHRINK WRAP FOR RESERVATION SIGNS, R. HENZE, SEPT '23, FY '23</u>	09/08/2023	13.49	13.49	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	10/23	10/06/2023	
Total A138271:						13.49	13.49					
499	KUNA LUMBER	A138309	16489	<u>2 CANS WASP SPRAY, J. LISH, SEPT. '23, FY '23</u>	09/11/2023	5.98	5.98	<u>20-6150 M & R - SYSTEM</u>	0	10/23	10/06/2023	
Total A138309:						5.98	5.98					
499	KUNA LUMBER	A138311	16490	<u>SPRINKLER PARKS AND VALVES TO CONNECT IRRIGATION AT POLICE STATION, R. HENZE, SEPT. '23, FY '23</u>	09/11/2023	69.49	69.49	<u>01-6045 CONTINGENCY</u>	1318	10/23	10/06/2023	
Total A138311:						69.49	69.49					

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499	KUNA LUMBER	A138326	16494	<u>MAGNET FOR METERS, J.OSBORN, SEPT.23, FY '23</u>	09/11/2023	8.99	8.99	<u>20-6150 M & R - SYSTEM</u>	0	10/23	10/06/2023	
Total A138326:						8.99	8.99					
499	KUNA LUMBER	A138499	16560	<u>TRIM FOR THE BATHROOM DOORS AT THE SHOP. J. ADAMS, SEPT. '23, FY '23</u>	09/19/2023	124.61	124.61	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1323	10/23	10/06/2023	
Total A138499:						124.61	124.61					
499	KUNA LUMBER	A138571	16597	<u>HARDWARE TO INSTALL DOOR LATCH AT PARKS SHOP REMODEL, S. HOWELL, SEPT. '23, FY '23</u>	09/22/2023	8.09	8.09	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	10/23	10/06/2023	
Total A138571:						8.09	8.09					
499	KUNA LUMBER	A138579	16601	<u>PIPE SPRINKLER FITTINGS FOR ZAMZOWS PARK, R. HENZE, SEPT. '23, FY '23</u>	09/22/2023	19.40	.00	<u>50-6045 CONTINGENCY</u>	1335	10/23		
Total A138579:						19.40	.00					
499	KUNA LUMBER	A138609	16606	<u>12 PK 9V BATTERIES FOR IRRIGATION, D. ABBOTT, SEPT. '23, FY '23</u>	09/25/2023	23.84	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	10/23		
Total A138609:						23.84	.00					
499	KUNA LUMBER	A138686	16651	<u>SPRINKLER PARTS FOR ZAMZOWS PARK, R. WARWICK, SEPT '23, FY '23</u>	09/28/2023	21.75	.00	<u>50-6045 CONTINGENCY</u>	1335	10/23		
Total A138686:						21.75	.00					
499	KUNA LUMBER	A138729	16665	<u>BAR OIL FOR PARKS CHAIN SAW, K. SEYDEL, OCT. '23</u>	10/02/2023	19.34	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	10/23		

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Total A138729:						19.34	.00					
499	KUNA LUMBER	A138814	16710	<u>2 TRASH CANS FOR KUNA GREENBELT, B. VILLANUEVA, OCT '23</u>	10/06/2023	63.88	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	10/23		
Total A138814:						63.88	.00					
499	KUNA LUMBER	B174807	16461	<u>RAKES AND KNIFE SHARPENER, J. PEREZ, SEPT. '23, FY '23</u>	09/06/2023	44.97	44.97	<u>01-6175 SMALL TOOLS</u>	1004	10/23	10/06/2023	
Total B174807:						44.97	44.97					
499	KUNA LUMBER	B175171		<u>BATTERIES FOR PARKS, B. WITHROW, SEPT. '23, FY '23</u>	09/19/2023	27.57	27.57	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	10/23	10/06/2023	
Total B175171:						27.57	27.57					
499	KUNA LUMBER	B175172	16563	<u>FITTING TO INSTALL AIR COMPRESSOR AT NEW POLICE STATION, S. HOWELL, SEPT. '23, FY '23</u>	09/19/2023	64.37	64.37	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	10/23	10/06/2023	
Total B175172:						64.37	64.37					
499	KUNA LUMBER	B175195	16575	<u>WALL REPAIR SPACKLE FOR THE POLICE DEPARTMENT, S. HOWELL, SEPT. '23, FY '23</u>	09/20/2023	6.29	6.29	<u>01-6045 CONTINGENCY</u>	1318	10/23	10/06/2023	
Total B175195:						6.29	6.29					
499	KUNA LUMBER	B175224	16590	<u>SPRINKLER PARTS FOR ZAMZOWS PARK, R. WARWICK, SEPT.'23, FY '23</u>	09/21/2023	22.63	.00	<u>50-6045 CONTINGENCY</u>	1335	10/23		

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Total B175224:						22.63	.00					
499	KUNA LUMBER	B175228	16592	<u>5 CANS OF RED PAINT FOR FIRE HYDRANTS, J. COX, SEPT. '23, FY '23</u>	09/21/2023	36.41	.00	<u>20-6150 M & R - SYSTEM</u>	0	10/23		
Total B175228:						36.41	.00					
499	KUNA LUMBER	B175326	16611	<u>5 WOODEN STAKES FOR ZAMZOWS PARK, M. WEBB, SEPT. '23, FY '23</u>	09/25/2023	3.30	.00	<u>50-6045 CONTINGENCY</u>	1335	10/23		
Total B175326:						3.30	.00					
499	KUNA LUMBER	B175341	16613	<u>2 EA LANDSCAPE RAKES, M. WEBB, SEPT. '23, FY '23</u>	09/26/2023	113.38	.00	<u>01-6175 SMALL TOOLS</u>	1004	10/23		
Total B175341:						113.38	.00					
499	KUNA LUMBER	B175358	16618	<u>FROST FREE HYDRANT FOR ZAMZOWS PARK, SEPT. '23, FY '23</u>	09/26/2023	105.40	.00	<u>50-6045 CONTINGENCY</u>	1335	10/23		
Total B175358:						105.40	.00					
499	KUNA LUMBER	B175389	16634	<u>CONCRETE BOLTS FOR EYE WASH STATION HARDWARE, SEWER, FARM, J. BOSTON, SEPT '23, FY '23</u>	09/27/2023	2.43	.00	<u>21-6150 M & R - SYSTEM</u>	0	10/23		
Total B175389:						2.43	.00					
499	KUNA LUMBER	B175410	16646	<u>PVC COUPLING AND GARDEN HOSE FOR CRIMSON POINT LIFT STATION, J.BOSTON, SEPT.'23, FY '23</u>	09/28/2023	16.99	.00	<u>21-6150 M & R - SYSTEM</u>	0	10/23		

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Total B175410:						16.99	.00					
499	KUNA LUMBER	B175437	16654	<u>WOOD FOR SIGNS AT NICHOLSON PARK DOCKS, S.HOWELL, SEPT.'23, FY '23</u>	09/29/2023	57.56	57.56	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	10/23	10/06/2023	
Total B175437:						57.56	57.56					
499	KUNA LUMBER	B175453	16658	<u>NEW FUSE FOR IRRIGATION BOX FOR ARBOR PARK, D. ABBOTT, SEPT. '23, FY '23</u>	09/29/2023	3.05	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	10/23		
Total B175453:						3.05	.00					
499	KUNA LUMBER	B175528	16675	<u>PAINT & CAULK FOR PARKS SHOP BATHROOMS, J. ADAMS, OCT '23</u>	10/03/2023	27.32	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	10/23		
Total B175528:						27.32	.00					
499	KUNA LUMBER	B175538	16683	<u>LUMBER (4 - 2X4'S) FOR ZAMZOWS PARK, M.WEBB, OCT.'23</u>	10/03/2023	24.08	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	10/23		
Total B175538:						24.08	.00					
499	KUNA LUMBER	B175539	16684	<u>PLUMBERS TAPE, A.BILLINGS, OCT.'23</u>	10/03/2023	17.96	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	10/23		
Total B175539:						17.96	.00					
499	KUNA LUMBER	B175707	16724	<u>C & D BATTERIES FOR UTILITY LOCATORS, D. CROSSLEY, OCT. '23 - WATER</u>	10/10/2023	14.17	.00	<u>20-6150 M & R - SYSTEM</u>	0	10/23		
499	KUNA LUMBER	B175707	16724	<u>C & D BATTERIES FOR UTILITY LOCATORS, D. CROSSLEY, OCT. '23 - SEWER</u>	10/10/2023	14.17	.00	<u>21-6150 M & R - SYSTEM</u>	0	10/23		

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499	KUNA LUMBER	B175707	16724	<u>C & D BATTERIES FOR UTILITY LOCATORS, D. CROSSLEY, OCT. '23 - P.I.</u>	10/10/2023	5.39	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	10/23		
Total B175707:						33.73	.00					
499	KUNA LUMBER	B175708	16726	<u>SPRINKLER PARTS FOR ZAMZOWS PARK, R. HENZE, OCT. '23</u>	10/10/2023	5.10	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	10/23		
Total B175708:						5.10	.00					
Total KUNA LUMBER:						991.40	431.41					
KUNA MACHINE LLC												
1775	KUNA MACHINE LLC	2238	16673	<u>STEEL FOR ZAMZOWS PARK, C. REGLI, OCT. '23</u>	10/03/2023	123.28	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	10/23		
Total 2238:						123.28	.00					
Total KUNA MACHINE LLC:						123.28	.00					
KUNA RURAL FIRE DISTRICT (IMPACT)												
1944	KUNA RURAL FIRE DISTRICT (IMPACT)	09302023KRF		<u>KRFD IMPACT FEES, SEPT.'23</u>	09/30/2023	55,552.00	55,552.00	<u>30-2082 KRFD IMPACT FEE</u>	0	10/23	10/06/2023	
Total 09302023KRFDI:						55,552.00	55,552.00					
Total KUNA RURAL FIRE DISTRICT (IMPACT):						55,552.00	55,552.00					
KWIK SILVER EMBROIDERY												
1769	KWIK SILVER EMBROIDERY	28420	16641	<u>136 EMBROIDERED SHIRTS FOR WATER & SEWER DEPT, D. CROSSLEY, SEPT. '23 - WATER</u>	09/25/2023	835.36	.00	<u>20-6285 UNIFORMS EXPENSE</u>	0	10/23		
1769	KWIK SILVER EMBROIDERY	28420	16641	<u>136 EMBROIDERED SHIRTS FOR WATER & SEWER DEPT, D. CROSSLEY, SEPT. '23 -SEWER</u>	09/25/2023	835.36	.00	<u>21-6285 UNIFORMS EXPENSE</u>	0	10/23		

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				<u>LANDSCAPING, R37-2021</u>	09/28/2023	410,642.50	410,642.50	30-2080 DEVELOPER DEPOSITS	0	9/23	09/28/2023	
Total 09282023AMH:						410,642.50	410,642.50					
1849	MISCELLANEOUS #2	09282023PS		<u>REIMBURSEMENT FOR IDAHO LICENSE FOR PROFESSIONAL ENGINEERS RENEWAL - ADMIN</u>	09/26/2023	39.13	39.13	01-6075 DUES & MEMBERSHIPS	1003	9/23	09/28/2023	
1849	MISCELLANEOUS #2	09282023PS		<u>REIMBURSEMENT FOR IDAHO LICENSE FOR PROFESSIONAL ENGINEERS RENEWAL - WATER</u>	09/26/2023	54.77	54.77	20-6075 DUES & MEMBERSHIPS	0	9/23	09/28/2023	
1849	MISCELLANEOUS #2	09282023PS		<u>REIMBURSEMENT FOR IDAHO LICENSE FOR PROFESSIONAL ENGINEERS RENEWAL - SEWER</u>	09/26/2023	54.77	54.77	21-6075 DUES & MEMBERSHIPS	0	9/23	09/28/2023	
1849	MISCELLANEOUS #2	09282023PS		<u>REIMBURSEMENT FOR IDAHO LICENSE FOR PROFESSIONAL ENGINEERS RENEWAL - P.I.</u>	09/26/2023	7.83	7.83	25-6075 DUES & MEMBERSHIPS EXPENSE	0	9/23	09/28/2023	
Total 09282023PS:						156.50	156.50					
1849	MISCELLANEOUS #2	10062023ACH		<u>RAPID RECTANGLE FLASHING BEACON LIGHTS AT GREENBELT SWAN FALLS ROAD, C. ENGELS, SEPT. '23, FY '23</u>	09/28/2023	11,339.00	11,339.00	40-6020 CAPITAL IMPROVEMENTS	1126	10/23	10/06/2023	
Total 10062023ACHD:						11,339.00	11,339.00					
1849	MISCELLANEOUS #2	10062023VG1		<u>RELEASE OF PERFORMANCE BOND FOR VALOR GOLF VILLAS, LLC FOR ROBINHOOD SUB #1 FOR COMPLETED WORK INLCUDING LANDSCAPING, R12-2023</u>	10/06/2023	575,956.25	575,956.25	30-2080 DEVELOPER DEPOSITS	0	10/23	10/06/2023	
Total 10062023VG1:						575,956.25	575,956.25					

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1849	MISCELLANEOUS #2	10062023VG2		<u>RELEASE OF PERFORMANCE BOND BY VALOR GOLF VILLAS, LLC FOR ROBINHOOD SUB #2 FOR COMPLETED WORK INCLUDING LANDSCAPING, R13-2023</u>	10/06/2023	107,337.50	107,337.50	30-2080 DEVELOPER DEPOSITS	0	10/23	10/06/2023	
Total 10062023VG2:						107,337.50	107,337.50					
Total MISCELLANEOUS #2:						1,105,431.75	1,105,431.7					
NICK'S CUSTOM CURBS & DECORATIVE CONCRET												
1403	NICK'S CUSTOM CURBS & DECORATIVE CONCRET	1184		<u>CONCRETE FLAT WORK 10 FT WIDE 414 FT LONG SIDEWALK BETWEEN BASEBALL FIELDS AT ZAMZOWS PARK, SEPT FY'23</u>	09/17/2023	24,840.00	24,840.00	50-6045 CONTINGENCY	1335	10/23	10/06/2023	
Total 1184:						24,840.00	24,840.00					
1403	NICK'S CUSTOM CURBS & DECORATIVE CONCRET	1185		<u>CONCRETE FINISH NORTH BASEBALL FIELD 3RD BASE LINE AT ZAMZOWS PARK, SEPT. FY'23</u>	09/17/2023	21,021.00	21,021.00	50-6045 CONTINGENCY	1335	10/23	10/06/2023	
Total 1185:						21,021.00	21,021.00					
1403	NICK'S CUSTOM CURBS & DECORATIVE CONCRET	1186		<u>CONCRETE FINISH SOUTH BASEBALL FIELD COURTYARD, SEPT. FY'23</u>	09/17/2023	15,540.00	15,540.00	50-6045 CONTINGENCY	1335	10/23	10/06/2023	
Total 1186:						15,540.00	15,540.00					
1403	NICK'S CUSTOM CURBS & DECORATIVE CONCRET	1189		<u>CONCRETE FINISH 10 FT WIDE SIDEWALK FOR SOUTH BASEBALL OUT FIELD FOR ZAMZOWS PARK, SEPT. FY'23</u>	09/17/2023	16,416.00	16,416.00	20-6045 CONTINGENCY	1335	10/23	10/06/2023	
Total 1189:						16,416.00	16,416.00					

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				<u>FY '23</u>	09/27/2023	36.06	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	10/23		
Total S5236668.001:						36.06	.00					
55	PIPECO, INC	S5248796.001	16713	<u>SPRINKLER VALVE BOX, M. WEBB, OCT' 23</u>	10/06/2023	164.76	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	10/23		
Total S5248796.001:						164.76	.00					
Total PIPECO, INC:						200.82	.00					
POLLARDWATER												
1045	POLLARDWATER	0246336A		<u>HYDRANT EXERCISER, M. DAVILA, SEPT. '23, FY '23</u>	09/13/2023	4,950.00	4,950.00	20-6150 M & R - SYSTEM	0	10/23	10/06/2023	
Total 0246336A:						4,950.00	4,950.00					
Total POLLARDWATER:						4,950.00	4,950.00					
PRIDE ELECTRICAL CONTRACTORS INC												
2137	PRIDE ELECTRICAL CONTRACTORS INC	1740	16667	<u>BATHROOM REMODEL ELECTRICAL WORK PARKS SHOP, J. ADAMS, SEPT FY '23</u>	10/02/2023	1,500.00	.00	40-6020 CAPITAL IMPROVEMENTS	1323	10/23		
Total 1740:						1,500.00	.00					
2137	PRIDE ELECTRICAL CONTRACTORS INC	1741	16668	<u>ELECTRICAL WORK FOR ORCHARD STREET OFFICE REMODEL, J. ADAMS, OCT '23</u>	10/02/2023	2,500.00	.00	01-6140 MAINT. & REPAIR BUILDING	1004	10/23		
Total 1741:						2,500.00	.00					
Total PRIDE ELECTRICAL CONTRACTORS INC:						4,000.00	.00					

PRUSIK CONSTRUCTION LLC

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2214	PRUSIK CONSTRUCTION LLC	1576		<u>PAYMENT FOR POLICE STATION CLAIMANTS JOB#23-001. SEVENTH INSTALLMENT, SEPT. '23</u>	09/26/2023	278,717.36	278,717.36	01-6045 <u>CONTINGENCY</u>	1318	9/23	09/28/2023	
Total 1576:						278,717.36	278,717.36					
Total PRUSIK CONSTRUCTION LLC:						278,717.36	278,717.36					
REDEVELOPMENT ASSOCIATION OF IDAHO INC												
2218	REDEVELOPMENT ASSOCIATION OF IDAHO INC	M17002		<u>REDEVELOPMENT AGENCY MEMBERSHIP RENEWAL FOR 2024, M. TREASURE, OCT. '23</u>	10/01/2023	450.00	.00	52-6287 <u>GENERAL AND ADMIN</u>	0	10/23		
Total M17002:						450.00	.00					
Total REDEVELOPMENT ASSOCIATION OF IDAHO INC:						450.00	.00					
REXEL USA, INC.												
1613	REXEL USA, INC.	4L43426	16635	<u>CUFFS, CABLE HOLDERS AND CONNECTORS FOR TREATMENT PLANT, M.NADEAU, SEPT.'23</u>	09/28/2023	144.69	.00	21-6150 <u>M & R - SYSTEM</u>	0	10/23		
Total 4L43426:						144.69	.00					
1613	REXEL USA, INC.	4Z80922	16491	<u>4 INGROUND JUNCTION BOXES FOR STREET LIGHTS, S. HOWELL, SEPT. FY '23</u>	09/19/2023	192.92	.00	01-6142 <u>MAINT. & REPAIR - EQUIPMENT</u>	1002	10/23		
Total 4Z80922:						192.92	.00					
Total REXEL USA, INC.:						337.61	.00					
RICOH USA, INC. (MAINTENANCE)												
1422	RICOH USA, INC. (MAINTENANCE)	5068189039		<u>COPIER CHARGES, MODEL #IMC2000, SERIAL #C86262110, PARKS OFFICE, 09/01-09/30/23 FY'23</u>	10/01/2023	4.53	.00	01-6142 <u>MAINT. & REPAIR - EQUIPMENT</u>	1004	10/23		

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Total 5068189039:						4.53	.00					
Total RICOH USA, INC. (MAINTENANCE):						4.53	.00					
SAFEBUILT LLC												
2173	SAFEBUILT LLC	0104683-IN		<u>META PERMITS, 38021, 38164, SEPT FY'23</u>	09/30/2023	9,537.50	.00	<u>01-6052 CONTRACT SERVICES</u>	1005	10/23		
2173	SAFEBUILT LLC	0104683-IN		<u>COMMERCIAL AND RESIDENTIAL PERMITS 38342, 38395, 38496, SEPT. 'FY 23</u>	09/30/2023	3,975.00	.00	<u>01-6052 CONTRACT SERVICES</u>	1005	10/23		
Total 0104683-IN:						13,512.50	.00					
2173	SAFEBUILT LLC	0104705-IN		<u>META BUILDING, MECHANICAL & ENERGY CODE INSPECTIONS, 09/05-09/27/23, SEPT. FY'23</u>	09/30/2023	617.50	.00	<u>01-6052 CONTRACT SERVICES</u>	1005	10/23		
2173	SAFEBUILT LLC	0104705-IN		<u>BUILDING, MECHANICAL & ENERGY CODE INSPECTIONS, 09/05-09/28/23, SEPT. FY'23</u>	09/30/2023	3,277.50	.00	<u>01-6052 CONTRACT SERVICES</u>	1005	10/23		
Total 0104705-IN:						3,895.00	.00					
Total SAFEBUILT LLC:						17,407.50	.00					
SAFEGUARD BUSINESS SYSTEMS, INC												
32	SAFEGUARD BUSINESS SYSTEMS, INC	433407	16514	<u>500 AP CHECKS, B. JACKSON, SEPT. '23- ADMIN</u>	09/27/2023	59.52	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	10/23		
32	SAFEGUARD BUSINESS SYSTEMS, INC	433407	16514	<u>500 AP CHECKS, B. JACKSON, SEPT. '23- P&Z</u>	09/27/2023	21.25	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	10/23		
32	SAFEGUARD BUSINESS SYSTEMS, INC	433407	16514	<u>500 AP CHECKS, B. JACKSON, SEPT. '23- WATER</u>	09/27/2023	55.27	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	10/23		
32	SAFEGUARD BUSINESS SYSTEMS, INC	433407		<u>500 AP CHECKS, B. JACKSON, SEPT. '23- SEWER</u>	09/27/2023	55.27	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	10/23		

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32	SAFEGUARD BUSINESS SYSTEMS, INC	433407		<u>500 AP CHECKS, B. JACKSON, SEPT. '23- P.I</u>	09/27/2023	21.25	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	10/23		
Total 433407:						212.56	.00					
Total SAFEGUARD BUSINESS SYSTEMS, INC:						212.56	.00					
SELECT CUT STAKES AND WOOD PRODUCTS												
1725	SELECT CUT STAKES AND WOOD PRODUCTS	872	16625	<u>2 BOXES OF MARKING PAINT FOR PUBLIC WORKS, D CROSSLEY, SEPT FY '23- WATER</u>	09/27/2023	54.18	.00	<u>20-6150 M & R - SYSTEM</u>	0	10/23		
1725	SELECT CUT STAKES AND WOOD PRODUCTS	872	16625	<u>2 BOXES OF MARKING PAINT FOR PUBLIC WORKS, D CROSSLEY, SEPT FY '23- SEWER</u>	09/27/2023	54.18	.00	<u>21-6150 M & R - SYSTEM</u>	0	10/23		
1725	SELECT CUT STAKES AND WOOD PRODUCTS	872	16625	<u>2 BOXES OF MARKING PAINT FOR PUBLIC WORKS, D CROSSLEY, SEPT FY '23- P.I</u>	09/27/2023	20.64	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	10/23		
Total 872:						129.00	.00					
Total SELECT CUT STAKES AND WOOD PRODUCTS:						129.00	.00					
SILVER CREEK SUPPLY												
1786	SILVER CREEK SUPPLY	0012887255-0	16648	<u>1.1/2 POLY FOR ZAMZOWS PARK, M. WEBB, SEPT. FY '23</u>	09/28/2023	256.68	.00	<u>50-6045 CONTINGENCY</u>	1335	10/23		
Total 0012887255-001:						256.68	.00					
Total SILVER CREEK SUPPLY:						256.68	.00					
SIMPLOT TURF & HORTICULTURE												
491	SIMPLOT TURF & HORTICULTURE	216068807	16662	<u>HERBICIDE FOR THE FARM, R. HENZE, OCT. '23</u>	10/04/2023	2,505.00	.00	<u>21-6090 FARM EXPENDITURES</u>	0	10/23		
Total 216068807:						2,505.00	.00					

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Total SIMPLOT TURF & HORTICULTURE:						2,505.00	.00					
SMITH'S LAWNMOWER SALES												
58	SMITH'S LAWNMOWER SALES	245421	16645	<u>BLADE FOR WALKER MOWER, B.REED, SEPT.'23</u>	09/28/2023	72.30	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	10/23		
Total 245421:						72.30	.00					
Total SMITH'S LAWNMOWER SALES:						72.30	.00					
SOUTHWEST OFFICE SUPPLY INC												
2213	SOUTHWEST OFFICE SUPPLY INC	CP-OE-47507-		<u>RETURN/CREDIT, FOR RETURN OF PAPER TOWELS, SEPT. F'23 - ADMIN</u>	09/15/2023	-30.23	.00	<u>01-6025 JANITORIAL</u>	0	10/23		
2213	SOUTHWEST OFFICE SUPPLY INC	CP-OE-47507-		<u>RETURN/CREDIT, FOR RETURN OF PAPER TOWELS, SEPT. F'23 - WATER</u>	09/15/2023	-20.68	.00	<u>20-6025 JANITORIAL</u>	0	10/23		
2213	SOUTHWEST OFFICE SUPPLY INC	CP-OE-47507-		<u>RETURN/CREDIT, FOR RETURN OF PAPER TOWELS, SEPT. F'23 - SEWER</u>	09/15/2023	-20.68	.00	<u>21-6025 JANITORIAL</u>	0	10/23		
2213	SOUTHWEST OFFICE SUPPLY INC	CP-OE-47507-		<u>RETURN/CREDIT, FOR RETURN OF PAPER TOWELS, SEPT. F'23 - P.I</u>	09/15/2023	-7.96	.00	<u>25-6025 JANITORIAL</u>	0	10/23		
Total CP-OE-47507-1-1:						-79.55	.00					
2213	SOUTHWEST OFFICE SUPPLY INC	WO-144093-1	16598	<u>PAPER TOWELS & TOILET TISSE FOR TREATMENT PLANT, C. MERRITT, SEPT. FY '23- WATER</u>	09/25/2023	74.60	.00	<u>20-6025 JANITORIAL</u>	0	10/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-144093-1	16598	<u>PAPER TOWELS & TOILET TISSE FOR TREATMENT PLANT, C. MERRITT, SEPT. FY '23- SEWER</u>	09/25/2023	74.60	.00	<u>21-6025 JANITORIAL</u>	0	10/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-144093-1	16598	<u>PAPER TOWELS & TOILET TISSE FOR TREATMENT PLANT, C. MERRITT, SEPT. FY '23- P.I</u>	09/25/2023	28.43	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	10/23		

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2213	SOUTHWEST OFFICE SUPPLY INC	WO-144093-1	16598	OFFICE SUPPLIES FOR CITY HALL, C. MERRITT, SEPT. FY '23- ADMIN	09/25/2023	73.20	.00	01-6165 OFFICE SUPPLIES	0	10/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-144093-1	16598	OFFICE SUPPLIES FOR CITY HALL, C. MERRITT, SEPT. FY '23- WATER	09/25/2023	50.09	.00	20-6165 OFFICE SUPPLIES	0	10/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-144093-1	16598	OFFICE SUPPLIES FOR CITY HALL, C. MERRITT, SEPT. FY '23- SEWER	09/25/2023	50.09	.00	21-6165 OFFICE SUPPLIES	0	10/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-144093-1	16598	OFFICE SUPPLIES FOR CITY HALL, C. MERRITT, SEPT. FY '23- P.I	09/25/2023	19.26	.00	25-6165 OFFICE SUPPLIES	0	10/23		
Total WO-144093-1:						370.27	.00					
2213	SOUTHWEST OFFICE SUPPLY INC	WO-144093-2	16598	BINDER CLIPS FOR CITY HALL C. MERRITT, SEPT. FY '23- ADMIN	09/26/2023	5.45	.00	01-6165 OFFICE SUPPLIES	0	10/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-144093-2	16598	BINDER CLIPS FOR CITY HALL C. MERRITT, SEPT. FY '23- WATER	09/26/2023	3.73	.00	20-6165 OFFICE SUPPLIES	0	10/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-144093-2	16598	BINDER CLIPS FOR CITY HALL C. MERRITT, SEPT. FY '23- SEWER	09/26/2023	3.73	.00	21-6165 OFFICE SUPPLIES	0	10/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-144093-2	16598	BINDER CLIPS FOR CITY HALL C. MERRITT, SEPT. FY '23- P.I	09/26/2023	1.43	.00	25-6165 OFFICE SUPPLIES	0	10/23		
Total WO-144093-2:						14.34	.00					
2213	SOUTHWEST OFFICE SUPPLY INC	WO-144093-3	16598	NOTE PADS FOR CITY HALL C. MERRITT, SEPT. FY '23- ADMIN	09/27/2023	6.08	.00	01-6165 OFFICE SUPPLIES	0	10/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-144093-3	16598	NOTE PADS FOR CITY HALL C. MERRITT, SEPT. FY '23- WATER	09/27/2023	4.16	.00	20-6165 OFFICE SUPPLIES	0	10/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-144093-3	16598	NOTE PADS FOR CITY HALL C. MERRITT, SEPT. FY '23- SEWER	09/27/2023	4.16	.00	21-6165 OFFICE SUPPLIES	0	10/23		

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2213	SOUTHWEST OFFICE SUPPLY INC	WO-144093-3	16598	<u>NOTE PADS FOR CITY HALL C. MERRITT, SEPT. FY '23- P.I</u>	09/27/2023	1.59	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	10/23		
Total WO-144093-3:						15.99	.00					
2213	SOUTHWEST OFFICE SUPPLY INC	WO-145650-1	16707	<u>2 REAMS BLUE CARD STOCK FOR P&Z, J. MILLER, OCT'23</u>	10/09/2023	32.82	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	10/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-145650-1	16707	<u>MANILLA ENVELOPES, FILE FOLDERS, STICKY DIVIDER TABS FOR CITY HALL, J. MILLER, OCT'23- ADMIN</u>	10/09/2023	22.92	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	10/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-145650-1	16707	<u>MANILLA ENVELOPES, FILE FOLDERS, STICKY DIVIDER TABS FOR CITY HALL, J. MILLER, OCT'23- WATER</u>	10/09/2023	15.68	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	10/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-145650-1	16707	<u>MANILLA ENVELOPES, FILE FOLDERS, STICKY DIVIDER TABS FOR CITY HALL, J. MILLER, OCT'23- SEWER</u>	10/09/2023	15.68	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	10/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-145650-1	16707	<u>MANILLA ENVELOPES, FILE FOLDERS, STICKY DIVIDER TABS FOR CITY HALL, J. MILLER, OCT'23- P.I</u>	10/09/2023	6.04	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	10/23		
Total WO-145650-1:						93.14	.00					
Total SOUTHWEST OFFICE SUPPLY INC:						414.19	.00					
STATE OF IDAHO-DEPT OF ENVIR QUALITY												
128	STATE OF IDAHO-DEPT OF ENVIR QUALITY	CI4856		<u>ANNUALASSESSMENT FOR PUBLIC DRINKING WATER SYSTEM FOR FY2024</u>	08/29/2023	30,225.00	30,225.00	<u>20-1500 PREPAID EXPENSES</u>	0	9/23	09/28/2023	
Total CI4856:						30,225.00	30,225.00					
Total STATE OF IDAHO-DEPT OF ENVIR QUALITY:						30,225.00	30,225.00					

SWAN FALLS SOD FARM

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2156	SWAN FALLS SOD FARM	1243		<u>52,400 SQ FT SOD FOR ZAMZOWS PARK, SEPT. FY '23</u>	09/05/2023	13,100.00	13,100.00	50-6045 CONTINGENCY	1335	10/23	10/06/2023	
Total 1243:						13,100.00	13,100.00					
2156	SWAN FALLS SOD FARM	1329		<u>2,160 SQ FT SOD FOR ZAMZOWS PARK, SEPT. FY '23</u>	09/14/2023	540.00	540.00	50-6045 CONTINGENCY	1335	10/23	10/06/2023	
Total 1329:						540.00	540.00					
Total SWAN FALLS SOD FARM:						13,640.00	13,640.00					
TAYLOR CORPORATION												
1435	TAYLOR CORPORATION	233791509	16640	<u>250 BUSINESS CARDS FOR MAYOR STEAR, N. STANLEY, SEPT. '23 - ADMIN, FY '23</u>	09/28/2023	27.53	.00	01-6165 OFFICE SUPPLIES	0	10/23		
1435	TAYLOR CORPORATION	233791509	16640	<u>250 BUSINESS CARDS FOR MAYOR STEAR, N. STANLEY, SEPT. '23 - WATER, FY '23</u>	09/28/2023	1.22	.00	20-6165 OFFICE SUPPLIES	0	10/23		
1435	TAYLOR CORPORATION	233791509	16640	<u>250 BUSINESS CARDS FOR MAYOR STEAR, N. STANLEY, SEPT. '23 - SEWER, FY '23</u>	09/28/2023	1.22	.00	21-6165 OFFICE SUPPLIES	0	10/23		
1435	TAYLOR CORPORATION	233791509	16640	<u>250 BUSINESS CARDS FOR MAYOR STEAR, N. STANLEY, SEPT. '23 - P.I., FY '23</u>	09/28/2023	.62	.00	25-6165 OFFICE SUPPLIES	0	10/23		
Total 233791509:						30.59	.00					
Total TAYLOR CORPORATION:						30.59	.00					
TECHNOLOGY SOLUTIONS LLC												
1823	TECHNOLOGY SOLUTIONS LLC	4736		<u>ALARM MONITORING FOR CITY HALL, ANNUAL 10/01/23-090/30/24- ADMIN</u>	10/01/2023	100.77	100.77	01-6140 MAINT. & REPAIR BUILDING	0	10/23	10/06/2023	
1823	TECHNOLOGY SOLUTIONS LLC	4736		<u>ALARM MONITORING FOR CITY HALL, ANNUAL 10/01/23-090/30/24- P&Z</u>	10/01/2023	35.98	35.98	01-6140 MAINT. & REPAIR BUILDING	1003	10/23	10/06/2023	

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1823	TECHNOLOGY SOLUTIONS LLC	4736		<u>ALARM MONITORING FOR CITY HALL, ANNUAL 10/01/23-09/30/24- WATER</u>	10/01/2023	93.57	93.57	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	10/23	10/06/2023	
1823	TECHNOLOGY SOLUTIONS LLC	4736		<u>ALARM MONITORING FOR CITY HALL, ANNUAL 10/01/23-09/30/24- SEWER</u>	10/01/2023	93.57	93.57	<u>21-6140 MAINT. & REPAIR BUILDING</u>	0	10/23	10/06/2023	
1823	TECHNOLOGY SOLUTIONS LLC	4736		<u>ALARM MONITORING FOR CITY HALL, ANNUAL 10/01/23-09/30/24- P.I</u>	10/01/2023	35.99	35.99	<u>25-6140 MAINT. & REPAIR BUILDING</u>	0	10/23	10/06/2023	
Total 4736:						359.88	359.88					
1823	TECHNOLOGY SOLUTIONS LLC	4738		<u>PARKS RESTROOM ANNUAL CLOUD SUBSCRIPTION 10/01/23-09/30/23, OCT. '23</u>	10/01/2023	525.00	525.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	10/23	10/06/2023	
Total 4738:						525.00	525.00					
1823	TECHNOLOGY SOLUTIONS LLC	4739		<u>NEW YORK WELL ANNUAL CLOUD SUBSCRIPTION ACCESS CONTROL 10/01/23-09/30/24, OCT. '23- WATER</u>	10/01/2023	252.00	252.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	10/23	10/06/2023	
1823	TECHNOLOGY SOLUTIONS LLC	4739		<u>NEW YORK WELL ANNUAL CLOUD SUBSCRIPTION ACCESS CONTROL 10/01/23-09/30/24, OCT. '23- P.I</u>	10/01/2023	63.00	63.00	<u>25-6140 MAINT. & REPAIR BUILDING</u>	0	10/23	10/06/2023	
Total 4739:						315.00	315.00					
Total TECHNOLOGY SOLUTIONS LLC:						1,199.88	1,199.88					
TMI GROUP INC												
2171	TMI GROUP INC	84114		<u>1,000 MILE SERVICE FOR 2023 HARLEY FLHTP, VIN ENDING 6298, B. WITHROW, OCT '23</u>	08/11/2023	567.17	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	10/23		
Total 84114:						567.17	.00					

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2171	TMI GROUP INC	84235		<u>1,000 MILE SERVICE FOR 20232 HARLEY FLHTP, VIN ENDING 3363, B. WITHROW, OCT ' 23</u>	08/18/2023	567.17	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	10/23		
Total 84235:						567.17	.00					
Total TMI GROUP INC:						1,134.34	.00					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:09831237	16697	<u>14 EACH 5 GALLON WATER BOTTLES, COFFEE AND SQWINCHER STICKS FOR WWTP, C. PATTON, OCT. '23- WATER</u>	10/06/2023	124.82	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	10/23		
992	TREASURE VALLEY COFFEE	2160:09831237	16697	<u>14 EACH 5 GALLON WATER BOTTLES, COFFEE AND SQWINCHER STICKS FOR WWTP, C. PATTON, OCT. '23- SEWER</u>	10/06/2023	124.82	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	10/23		
992	TREASURE VALLEY COFFEE	2160:09831237		<u>14 EACH 5 GALLON WATER BOTTLES, COFFEE AND SQWINCHER STICKS FOR WWTP, C. PATTON, OCT. '23- P.I</u>	10/06/2023	47.54	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	10/23		
Total 2160:09831237:						297.18	.00					
992	TREASURE VALLEY COFFEE	2160:09831277	16709	<u>12 EACH 5 GALLON WATER BOTTLES AND ONE COOLER RENTAL FOR PARKS SHOP, J. LORENTZ, ICT. '23</u>	10/06/2023	91.40	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	10/23		
Total 2160:09831277:						91.40	.00					
992	TREASURE VALLEY COFFEE	2160:09831305	16708	<u>9 EACH 5 GALLON WATER BOTTLES AND 2 EACH COOLER RENTAL FOR CITY HALL, OCT.'23- ADMIN</u>	10/06/2023	32.79	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	10/23		
992	TREASURE VALLEY COFFEE	2160:09831305	16708	<u>9 EACH 5 GALLON WATER BOTTLES AND 2 EACH COOLER RENTAL FOR CITY HALL, OCT.'23- WATER</u>	10/06/2023	22.44	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	10/23		

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992	TREASURE VALLEY COFFEE	2160:09831305	16708	9 EACH 5 GALLON WATER BOTTLES AND 2 EACH COOLER RENTAL FOR CITY HALL, OCT.'23- SEWER	10/06/2023	22.44	.00	21-6165 OFFICE SUPPLIES	0	10/23		
992	TREASURE VALLEY COFFEE	2160:09831305	16708	9 EACH 5 GALLON WATER BOTTLES AND 2 EACH COOLER RENTAL FOR CITY HALL, OCT.'23- P.I	10/06/2023	8.63	.00	25-6165 OFFICE SUPPLIES	0	10/23		
Total 2160:09831305:						86.30	.00					
Total TREASURE VALLEY COFFEE:						474.88	.00					
TROPHY CABIN LLC												
2104	TROPHY CABIN LLC	M3021849		20 YEAR SERVICE AWARD FOR B. WITHROW, OCT'23	10/05/2023	78.95	.00	01-5950 TEAM BUILDING, ONBOARDING	0	10/23		
2104	TROPHY CABIN LLC	M3021849		20 YEAR SERVICE AWARE FOR T. FLEMING, OCT. '23	10/05/2023	78.95	.00	21-5950 TEAM BUILDING, ONBOARDING	0	10/23		
Total M3021849:						157.90	.00					
Total TROPHY CABIN LLC:						157.90	.00					
TURF EQUIPMENT & IRRIGATION INC												
1969	TURF EQUIPMENT & IRRIGATION INC	764773-00	16364	PARTS FOR PARKS SPRAYER, J. DURHAM, SEPT. FY '23	09/28/2023	533.57	533.57	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	10/23	10/06/2023	
Total 764773-00:						533.57	533.57					
Total TURF EQUIPMENT & IRRIGATION INC:						533.57	533.57					
U.S. BANK (VISA)												
1444	U.S. BANK (VISA)	105323762710	16383	IDAHO RURAL WATER, WATER TREATMENT CERTIFICATION REVIEW FOR J. MORFIN, D. CROSSLEY, AUG. FY '23- WATER	08/25/2023	96.00	.00	20-6265 TRAINING & SCHOOLING EXPENSE	0	10/23		

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1444	U.S. BANK (VISA)	105323762710	16383	<u>IDAHO RURAL WATER, WATER TREATMENT CERTIFICATION REVIEW FOR J. MORFIN, D. CROSSLEY, AUG. FY '23- P.I</u>	08/25/2023	24.00	.00	<u>25-6265 TRAINING & SCHOOLING EXPENSE</u>	0	10/23		
Total 1053237627105620502:						120.00	.00					
1444	U.S. BANK (VISA)	105324162718	16416	<u>IDAHO RURAL WATER, WASTEWATER 1 & 2 TREATMENT CERTIFICATION FOR R. HENZE, AUG. FY '23</u>	08/29/2023	240.00	.00	<u>21-6265 TRAINING & SCHOOLING EXPENSE</u>	0	10/23		
Total 1053241627184913962:						240.00	.00					
1444	U.S. BANK (VISA)	105324162718	16417	<u>IDAHO RURAL WATER, WASTEWATER COLLECTION 1&2 FOR J. MORFIN, AUG. FY '23</u>	08/29/2023	120.00	.00	<u>20-6265 TRAINING & SCHOOLING EXPENSE</u>	0	10/23		
Total 1053241627184913970:						120.00	.00					
1444	U.S. BANK (VISA)	106325708371	16502	<u>AMAZON, 3200 DOG WASTE BAGS FOR DOG PARK, J. LORENTZ, SEPT. '23</u>	09/14/2023	119.99	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	10/23		
Total 1063257083714496380:						119.99	.00					
1444	U.S. BANK (VISA)	106326708375	16603	<u>AMAZON,55 EACH PHONE CASES FOR CELL PHONES, B. JACKSON, SEPT. 'FY23- ADMIN</u>	09/24/2023	429.81	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	10/23		
1444	U.S. BANK (VISA)	106326708375	16603	<u>AMAZON,55 EACH PHONE CASES FOR CELL PHONES, B. JACKSON, SEPT. 'FY23- P&Z</u>	09/24/2023	153.51	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	10/23		
1444	U.S. BANK (VISA)	106326708375	16603	<u>AMAZON,55 EACH PHONE CASES FOR CELL PHONES, B. JACKSON, SEPT. 'FY23- WATER</u>	09/24/2023	399.11	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	10/23		
1444	U.S. BANK (VISA)	106326708375	16603	<u>AMAZON,55 EACH PHONE CASES FOR CELL PHONES, B. JACKSON, SEPT. 'FY23- SEWER</u>	09/24/2023	399.11	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	10/23		

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1444	U.S. BANK (VISA)	106326708375	16603	<u>AMAZON.55 EACH PHONE CASES FOR CELL PHONES. B. JACKSON. SEPT. 'FY23-P.I</u>	09/24/2023	153.51	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	10/23		
Total 1063267083756549573:						1,535.05	.00					
1444	U.S. BANK (VISA)	134325800005		<u>ZOOM. RENEWAL FOR P&Z. SEPT. FY'23</u>	09/15/2023	149.90	.00	<u>01-6075 DUES & MEMBERSHIPS</u>	1003	10/23		
Total 1343258000054913785:						149.90	.00					
1444	U.S. BANK (VISA)	168324979677	16452	<u>CHEF'S STORE. EMPLOYEE APPRECIATION DAY. SEPT. FY'23</u>	09/06/2023	397.48	.00	<u>01-5950 TEAM BUILDING. ONBOARDING</u>	0	10/23		
Total 1683249796778716876:						397.48	.00					
1444	U.S. BANK (VISA)	168325083700		<u>ALBERTSON'S. DRINKS FOR EMPLOYEE APPRECIATION DAY. SEPT. FY'23</u>	09/06/2023	24.76	.00	<u>01-5950 TEAM BUILDING. ONBOARDING</u>	0	10/23		
Total 1683250837001649017:						24.76	.00					
1444	U.S. BANK (VISA)	168326383700	16522	<u>ALBERTSONS. BEVERAGES FOR ECON SITE VISIT MEETING. Z. MONTENGRO. SEPT. 'FY23</u>	09/19/2023	25.36	.00	<u>01-6155 MEETINGS/COMMITTEES</u>	4000	10/23		
Total 1683263837001338475:						25.36	.00					
1444	U.S. BANK (VISA)	168326683700	16599	<u>ALBERTSONS. 250 COOKIES FOR POLICE OPEN HOUSE. C. MANNING. SEPT. FY '23</u>	09/22/2023	79.34	.00	<u>01-6155 MEETINGS/COMMITTEES</u>	0	10/23		
Total 1683266837001244555:						79.34	.00					
1444	U.S. BANK (VISA)	215323871767		<u>ADOBE INC. RECURRING MONTHLY DUES FOR TREATMENT PLANT. 'FY 23-WATER</u>	08/26/2023	20.15	.00	<u>20-6075 DUES & MEMBERSHIPS</u>	0	10/23		

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1444	U.S. BANK (VISA)	215323871767		<u>ADOBE INC. RECURRING MONTHLY DUES FOR TREATMENT PLANT, 'FY 23- SEWER</u>	08/26/2023	20.15	.00	<u>21-6075 DUES & MEMBERSHIPS</u>	0	10/23		
1444	U.S. BANK (VISA)	215323871767		<u>ADOBE INC. RECURRING MONTHLY DUES FOR TREATMENT PLANT, 'FY 23- P.I</u>	08/26/2023	7.68	.00	<u>25-6075 DUES & MEMBERSHIPS EXPENSE</u>	0	10/23		
Total 2153238717676894475:						47.98	.00					
1444	U.S. BANK (VISA)	215324571378	16445	<u>WAYFAIR.COM, TABLE FOR POLICE STATION BREAKROOM, A. WELKER, AUG. FY '23</u>	09/02/2023	73.13	.00	<u>01-6045 CONTINGENCY</u>	1322	10/23		
Total 2153245713784780277:						73.13	.00					
1444	U.S. BANK (VISA)	215325771984	16520	<u>VISTA PRINT, STICKERS FOR MARKETING AND SITE VISITS, Z. MONTENGERO, SEPT. '23</u>	09/14/2023	37.61	.00	<u>01-6155 MEETINGS/COMMITTEES</u>	4000	10/23		
Total 2153257719847410427:						37.61	.00					
1444	U.S. BANK (VISA)	216323710468	16370	<u>AMAZON, SCAN STAMP FOR CLERKS OFFICE, G. MICHAELSON, AUG. FY '23</u>	08/25/2023	16.93	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	10/23		
Total 2163237104684794551:						16.93	.00					
1444	U.S. BANK (VISA)	216323710496	16382	<u>AMAZON, 3 CASES BLUE PAPER FOR P&Z, J. REID, AUG. '23</u>	08/25/2023	44.97	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	10/23		
Total 2163237104963382084:						44.97	.00					
1444	U.S. BANK (VISA)	216323710503		<u>HOME DEPOT, TURF FOR B. WITHROW'S NEW OFFICE, AUG. FY'23</u>	08/24/2023	762.05	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1323	10/23		

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Total 2163237105035376384:						762.05	.00					
1444	U.S. BANK (VISA)	216323810559	16371	<u>AMAZON, ONE CALCULATOR FOR P&Z, J. REID, AUG. FY '23</u>	08/26/2023	3.99	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	10/23		
1444	U.S. BANK (VISA)	216323810559	16371	<u>AMAZON, 2 SETS BLINDS FOR P&Z, J. REID, AUG. FY '23</u>	08/26/2023	121.76	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1003	10/23		
Total 2163238105595234717:						125.75	.00					
1444	U.S. BANK (VISA)	216323910662	16405	<u>AMAZON, LAWN MOWER JACK, J. LORENTZ, AUG. FY '23</u>	08/27/2023	479.99	.00	<u>01-6175 SMALL TOOLS</u>	1004	10/23		
Total 2163239106627637405:						479.99	.00					
1444	U.S. BANK (VISA)	216324310951	16435	<u>AMAZON, NUMBER SIGNS FOR STROBEL PARK PICKLE BALL COURT, J. LORENTZ, AUG. FY '23</u>	08/31/2023	11.99	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	10/23		
Total 2163243109519514652:						11.99	.00					
1444	U.S. BANK (VISA)	216324510170	16435	<u>AMAZON, NUMBER SIGNS FOR STROBEL PARK PICKLE BALL COURT, J. LORENTZ, AUG. FY '23</u>	09/02/2023	35.97	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	10/23		
Total 2163245101705274835:						35.97	.00					
1444	U.S. BANK (VISA)	216324810077	16447	<u>AMAZON, KUNA POLICE DEPARTMENT OPEN HOUSE LUNCH SUPPLIES, J. EDINGER, SEPT. FY '23</u>	09/05/2023	39.99	.00	<u>01-6155 MEETINGS/COMMITTEES</u>	0	10/23		
Total 2163248100777673707:						39.99	.00					
1444	U.S. BANK (VISA)	216324910132	16450	<u>AMAZON, 4 DISINFECTANT WALL CLEANER AND GLOVES FOR RESTROOM CLEANING, J. LORENTZ, SEPT. '23</u>	09/06/2023	181.68	.00	<u>01-6025 JANITORIAL</u>	1004	10/23		

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Total 2163249101325292312:						181.68	.00					
1444	U.S. BANK (VISA)	216324910165	16455	<u>AMAZON.COM, ADJUSTABLE STANDING DESK, G. SMITH, SEPT. FY '23</u>	09/06/2023	81.67	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	10/23		
1444	U.S. BANK (VISA)	216324910165	16455	<u>AMAZON.COM, ADJUSTABLE STANDING DESK, G. SMITH, SEPT.FY '23 - WATER</u>	09/06/2023	61.87	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	10/23		
1444	U.S. BANK (VISA)	216324910165	16455	<u>AMAZON.COM, ADJUSTABLE STANDING DESK, G. SMITH, SEPT.FY '23-SEWER</u>	09/06/2023	61.87	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	10/23		
1444	U.S. BANK (VISA)	216324910165	16455	<u>AMAZON.COM, ADJUSTABLE STANDING DESK, G. SMITH, SEPT.FY '23 - P.I</u>	09/06/2023	42.08	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	10/23		
Total 2163249101650789460:						247.49	.00					
1444	U.S. BANK (VISA)	216325010225		<u>AMAZON, MONITOR STANDS FOR G. SMITH STANDING DESK, SEPT. FY '23- ADMIN</u>	09/07/2023	10.44	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	10/23		
1444	U.S. BANK (VISA)	216325010225		<u>AMAZON, MONITOR STANDS FOR G. SMITH STANDING DESK, SEPT. FY '23- WATER</u>	09/07/2023	13.78	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	10/23		
1444	U.S. BANK (VISA)	216325010225		<u>AMAZON, MONITOR STANDS FOR G. SMITH STANDING DESK, SEPT. FY '23- SEWER</u>	09/07/2023	13.78	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	10/23		
1444	U.S. BANK (VISA)	216325010225		<u>AMAZON, MONITOR STANDS FOR G. SMITH STANDING DESK, SEPT. FY '23- P.I</u>	09/07/2023	3.75	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	10/23		
Total 2163250102258421924:						41.75	.00					
1444	U.S. BANK (VISA)	216325010255	16443	<u>AMAZON, 2 CHAIRS FOR N. STAUFFER AND J. EDINGER, AUG.FY '23- ADMIN</u>	09/07/2023	50.00	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	10/23		

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1444	U.S. BANK (VISA)	216325010255	16443	<u>AMAZON, 2 CHAIRS FOR N. STAUFFER AND J. EDINGER, AUG.FY '23-WATER</u>	09/07/2023	65.99	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	10/23		
1444	U.S. BANK (VISA)	216325010255	16443	<u>AMAZON, 2 CHAIRS FOR N. STAUFFER AND J. EDINGER, AUG.FY '23- SEWER</u>	09/07/2023	65.99	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	10/23		
1444	U.S. BANK (VISA)	216325010255	16443	<u>AMAZON, 2 CHAIRS FOR N. STAUFFER AND J. EDINGER, AUG.FY '23-P.I</u>	09/07/2023	18.00	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	10/23		
Total 21632501025554453837:						199.98	.00					
1444	U.S. BANK (VISA)	216325110335	16443	<u>AMAZON, 2 MOUSE PADS AND PRINTER INK FOR HR. N. STAUFFER, AUG. FY '23-ADMIN</u>	09/08/2023	35.74	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	10/23		
1444	U.S. BANK (VISA)	216325110335	16443	<u>AMAZON, 2 MOUSE PADS AND PRINTER INK FOR HR. N. STAUFFER, AUG. FY '23- WATER</u>	09/08/2023	47.18	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	10/23		
1444	U.S. BANK (VISA)	216325110335		<u>AMAZON, 2 MOUSE PADS AND PRINTER INK FOR HR. N. STAUFFER, AUG. FY '23- SEWER</u>	09/08/2023	47.18	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	10/23		
1444	U.S. BANK (VISA)	216325110335		<u>AMAZON, 2 MOUSE PADS AND PRINTER INK FOR HR. N. STAUFFER, AUG. FY '23- P.I</u>	09/08/2023	12.87	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	10/23		
Total 2163251103357600714:						142.97	.00					
1444	U.S. BANK (VISA)	216325310450	16471	<u>AMAZON, D BATTERIES AND RED PILOT PENS FOR TREATMENT PLANT, D. CROSSLEY, SEPT. FY '23- WATER</u>	09/10/2023	15.39	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	10/23		
1444	U.S. BANK (VISA)	216325310450	16471	<u>AMAZON, D BATTERIES AND RED PILOT PENS FOR TREATMENT PLANT, D. CROSSLEY, SEPT. FY '23- SEWER</u>	09/10/2023	15.39	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	10/23		

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1444	U.S. BANK (VISA)	216325310450	16471	AMAZON, D BATTERIES AND RED PILOT PENS FOR TREATMENT PLANT, D. CROSSLEY, SEPT. FY '23- P.I	09/10/2023	5.86	.00	25-6165 OFFICE SUPPLIES	0	10/23		
Total 2163253104504482053:						36.64	.00					
1444	U.S. BANK (VISA)	216325310482	16469	AMAZON, MOUSE AND KEYBOARD AND TWO KEYBOARD RISERS FOR C.MANNING, G. MICHAELSON, SEPT. FY '23- ADMIN	09/10/2023	82.97	.00	01-6141 IT SMALL EQUIPMENT	0	10/23		
1444	U.S. BANK (VISA)	216325310482	16469	AMAZON, MOUSE AND KEYBOARD AND TWO KEYBOARD RISERS FOR C.MANNING, G. MICHAELSON, SEPT. FY '23- WATER	09/10/2023	3.69	.00	20-6141 IT SMALL EQUIPMENT	0	10/23		
1444	U.S. BANK (VISA)	216325310482	16469	AMAZON, MOUSE AND KEYBOARD AND TWO KEYBOARD RISERS FOR C.MANNING, G. MICHAELSON, SEPT. FY '23- SEWER	09/10/2023	3.69	.00	21-6141 IT SMALL EQUIPMENT	0	10/23		
1444	U.S. BANK (VISA)	216325310482		AMAZON, MOUSE AND KEYBOARD AND TWO KEYBOARD RISERS FOR C.MANNING, G. MICHAELSON, SEPT. FY '23- P.I	09/10/2023	1.84	.00	25-6141 IT SMALL EQUIPMENT	0	10/23		
Total 2163253104822638006:						92.19	.00					
1444	U.S. BANK (VISA)	216325610685		AMAZON, CREDIT/REFUND FOR INK CARTRIDGE FOR HR, SEPT. 'FY23- ADMIN	09/13/2023	-33.25	.00	01-6165 OFFICE SUPPLIES	0	10/23		
1444	U.S. BANK (VISA)	216325610685		AMAZON, CREDIT/REFUND FOR INK CARTRIDGE FOR HR, SEPT. 'FY23- WATER	09/13/2023	-43.89	.00	20-6165 OFFICE SUPPLIES	0	10/23		
1444	U.S. BANK (VISA)	216325610685		AMAZON, CREDIT/REFUND FOR INK CARTRIDGE FOR HR, SEPT. 'FY23- SEWER	09/13/2023	-43.89	.00	21-6165 OFFICE SUPPLIES	0	10/23		

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1444	U.S. BANK (VISA)	216325610685		<u>AMAZON, CREDIT/REFUND FOR INK CARTRIDGE FOR HR, SEPT. 'FY23- P.I</u>	09/13/2023	-11.96	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	10/23		
Total 2163256106853982908:						-132.99	.00					
1444	U.S. BANK (VISA)	216325810907	16515	<u>AMAZON, 2 CALCULATORS, VOICEMAIL LOGS, PASSWORD BOOK, D. CROSSLEY, SEPT, FY'23</u>	09/15/2023	17.03	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	10/23		
1444	U.S. BANK (VISA)	216325810907	16515	<u>AMAZON, 2 CALCULATORS, VOICEMAIL LOGS, PASSWORD BOOK, D. CROSSLEY, SEPT, FY'23- SEWER</u>	09/15/2023	17.03	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	10/23		
1444	U.S. BANK (VISA)	216325810907	16515	<u>AMAZON, 2 CALCULATORS, VOICEMAIL LOGS, PASSWORD BOOK, D. CROSSLEY, SEPT, FY'23- P.I</u>	09/15/2023	6.48	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	10/23		
Total 2163258109079437338:						40.54	.00					
1444	U.S. BANK (VISA)	216325910931	16543	<u>AMAZON, OFFICE FURNITURE FOR POLICE STATION, G, MICHAELSON, SEPT, FY '23</u>	09/16/2023	519.96	.00	<u>01-6045 CONTINGENCY</u>	1322	10/23		
Total 2163259109319449076:						519.96	.00					
1444	U.S. BANK (VISA)	216325910940	16543	<u>AMAZON, OFFICE FURNITURE FOR POLICE STATION, G, MICHAELSON, SEPT, FY '23</u>	09/16/2023	514.87	.00	<u>01-6045 CONTINGENCY</u>	1322	10/23		
Total 2163259109408951537:						514.87	.00					
1444	U.S. BANK (VISA)	216325910961	16543	<u>AMAZON, OFFICE FURNISHINGS FOR POLICE STATION, G, MICHAELSON, SEPT, FY '23</u>	09/16/2023	88.89	.00	<u>01-6045 CONTINGENCY</u>	1322	10/23		

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 2163259109610399293:						88.89	.00					
1444	U.S. BANK (VISA)	216326010008	16543	<u>AMAZON, OFFICE FURNITURE FOR POLICE STATION, G. MICHAELSON, SEPT. FY '23</u>	09/17/2023	163.98	.00	<u>01-6045 CONTINGENCY</u>	1322	10/23		
Total 2163260100087553782:						163.98	.00					
1444	U.S. BANK (VISA)	216326010038	16524	<u>AMAZON, CLIP ON HOLDER FOR TRUCK ORGANIZER, D. CROSSLEY, SEPT. FY '23- WATER</u>	09/17/2023	91.85	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	10/23		
1444	U.S. BANK (VISA)	216326010038	16524	<u>AMAZON, CLIP ON HOLDER FOR TRUCK ORGANIZER, D. CROSSLEY, SEPT. FY '23- WATER</u>	09/17/2023	91.85	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	10/23		
1444	U.S. BANK (VISA)	216326010038	16524	<u>AMAZON, CLIP ON HOLDER FOR TRUCK ORGANIZER, D. CROSSLEY, SEPT. FY '23- P.I</u>	09/17/2023	34.98	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	10/23		
Total 2163260100388973085:						218.68	.00					
1444	U.S. BANK (VISA)	216326010053	16543	<u>AMAZON, OFFICE FURNITURE FOR POLICE STATION, G. MICHAELSON, SEPT. FY '23</u>	09/17/2023	57.67	.00	<u>01-6045 CONTINGENCY</u>	1322	10/23		
Total 2163260100530990664:						57.67	.00					
1444	U.S. BANK (VISA)	216326010065	16543	<u>AMAZON, OFFICE FURNITURE AND FURNISHINGS FOR POLICE STATION, G. MICHAELSON, SEPT. FY '23</u>	09/17/2023	154.35	.00	<u>01-6045 CONTINGENCY</u>	1322	10/23		
Total 2163260100658344504:						154.35	.00					
1444	U.S. BANK (VISA)	216326110085	16543	<u>AMAZON, OFFICE FURNITURE FOR POLICE STATION, G. MICHAELSON, SEPT. FY '23</u>	09/18/2023	515.00	.00	<u>01-6045 CONTINGENCY</u>	1322	10/23		

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Total 2163261100856445284:						515.00	.00					
1444	U.S. BANK (VISA)	216326110142	16543	<u>AMAZON, OFFICE FURNITURE FOR POLICE STATION, G. MICHAELSON, SEPT. FY '23</u>	09/18/2023	213.73	.00	<u>01-6045 CONTINGENCY</u>	1322	10/23		
Total 2163261101427405211:						213.73	.00					
1444	U.S. BANK (VISA)	216326210212	16543	<u>AMAZON, OFFICE FURNITURE FOR POLICE STATION, G. MICHAELSON, SEPT. FY '23</u>	09/19/2023	780.94	.00	<u>01-6045 CONTINGENCY</u>	1322	10/23		
Total 2163262102126715487:						780.94	.00					
1444	U.S. BANK (VISA)	216326310280	16574	<u>AMAZON, T TOOL FOR PUBLIC WORKS, J. LORENTZ, SEPT.FY' 23- WATER</u>	09/20/2023	38.90	.00	<u>20-6175 SMALL TOOLS</u>	0	10/23		
1444	U.S. BANK (VISA)	216326310280	16574	<u>AMAZON, T TOOL FOR PUBLIC WORKS, J. LORENTZ, SEPT.FY' 23- SEWER</u>	09/20/2023	38.90	.00	<u>21-6175 SMALL TOOLS</u>	0	10/23		
1444	U.S. BANK (VISA)	216326310280	16574	<u>AMAZON, T TOOL FOR PUBLIC WORKS, J. LORENTZ, SEPT.FY' 23- P.I</u>	09/20/2023	14.83	.00	<u>25-6175 SMALL TOOLS</u>	0	10/23		
Total 2163263102804578008:						92.63	.00					
1444	U.S. BANK (VISA)	216326310291	16521	<u>FATKID CAKES, PASTRIES FOR ECON SITE VISIT MEETING, Z. MONTENEGRO, SEPT. FY' 23</u>	09/20/2023	15.90	.00	<u>01-6155 MEETINGS/COMMITTEES</u>	4000	10/23		
Total 2163263102912169641:						15.90	.00					
1444	U.S. BANK (VISA)	216326410351	16587	<u>AMAZON, ENVELOPES HOLDER FOR OUTDOOR PAYMENT DROP BOX AT CITY HALL, S. HOWELL, SEPT. FY "23 - ADMIN</u>	09/21/2023	11.40	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	0	10/23		

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				<u>OFFICE, AUG. FY' 23</u>	08/26/2023	-6.99	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	10/23		
Total 3163238106011012997:						-6.99	.00					
1444	U.S. BANK (VISA)	400325590012	16480	<u>TRAFFIC SAFETY WAREHOUSE, TRAFFIC BARRICADES FOR PARKS SHOP, S.JONES, SEPT.'23</u>	09/12/2023	484.00	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	10/23		
Total 400325590012388946:						484.00	.00					
1444	U.S. BANK (VISA)	500325960013	16540	<u>WALGREENS, RETIREMENT PRESENT FOR T.RIVERA, SEPT.FY '23-WATER</u>	09/15/2023	25.37	.00	<u>20-5950 TEAM BUILDING, ONBOARDING</u>	0	10/23		
1444	U.S. BANK (VISA)	500325960013	16540	<u>WALGREENS, RETIREMENT PRESENT FOR T.RIVERA, SEPT.FY'23- SEWER</u>	09/15/2023	25.37	.00	<u>21-5950 TEAM BUILDING, ONBOARDING</u>	0	10/23		
1444	U.S. BANK (VISA)	500325960013	16540	<u>WALGREENS, RETIREMENT PRESENT FOR T.RIVERA, SEPT.FY'23- P.I</u>	09/15/2023	9.67	.00	<u>25-5950 TEAM BUILDING, ONBOARDING</u>	0	10/23		
Total 5003259600135652255:						60.41	.00					
1444	U.S. BANK (VISA)	733325472020	16498	<u>RIDLEY'S ACE HARDWARE, LETTERS FOR POLICE STATION, N. STANLEY, SEPT. '23</u>	09/11/2023	5.99	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	0	10/23		
Total 7333254720202553604:						5.99	.00					
1444	U.S. BANK (VISA)	746323800137	16391	<u>USPS, MAIL OUT PAPERWORK TO ADA COUNTY, N. STANLEY, AUG. FY '23- WATER</u>	08/25/2023	10.40	.00	<u>01-6155 MEETINGS/COMMITTEES</u>	0	10/23		
1444	U.S. BANK (VISA)	746323800137	16391	<u>USPS, MAIL OUT PAPERWORK TO ADA COUNTY, N. STANLEY, AUG. FY '23- WATER</u>	08/25/2023	.46	.00	<u>20-6155 MEETINGS/COMMITTEES</u>	0	10/23		

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				<u>COACHING, D. CROSSLEY, SEPT. FY'23- P.I</u>	09/11/2023	6.56	.00	<u>25-5950 TEAM BUILDING, ONBOARDING</u>	0	10/23		
Total 9553254900015200012:						40.98	.00					
Total U.S. BANK (VISA):						11,762.72	.00					
ULINE INC												
2065	ULINE INC	169021777	16643	<u>STORAGE SHELVES FOR PARKS SHOP, M. WEBB, SEPT. '23</u>	09/28/2023	624.25	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	10/23		
Total 169021777:						624.25	.00					
Total ULINE INC:						624.25	.00					
UNITED SITE SERVICES OF NEVADA INC												
2124	UNITED SITE SERVICES OF NEVADA INC	114-13698481		<u>ADA WHEEL CHAIR ACCESSIBLE AND STANDARD PORTABLE RESTROOM RENTAL WEEKLY SERVICE, 09/21-10/18/23- GREENBELT</u>	09/22/2023	222.00	222.00	<u>01-6212 RENT-EQUIPMENT</u>	0	9/23	09/28/2023	
Total 114-13698481:						222.00	222.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-02055530		<u>STANDARD PORTABLE RESTROOM RENTAL, BI-WEEKLY SERVICE, 09/21-10/18/23, BOOSTER STATION/ EAST KUNA RD, FY '23</u>	09/30/2023	61.00	61.00	<u>20-6212 RENT - EQUIPMENT</u>	0	10/23	10/06/2023	
Total INV-02055530:						61.00	61.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-02055819		<u>ADA PORTABLE RESTROOM RENTAL WEEKLY SERVICE, 08/14-09/10/23- THE FARM PARK, FY'23</u>	09/30/2023	172.71	172.71	<u>01-6212 RENT-EQUIPMENT</u>	1004	10/23	10/06/2023	

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Total INV-02055819:						172.71	172.71					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-02055821		<u>STANDARD PORTABLE RESTROOM RENTAL, BI WEEKLY SERVICE, 08/14-08/31/23- CITY FARM, FY'23</u>	09/30/2023	64.29	64.29	21-6090 FARM EXPENDITURES	0	10/23	10/06/2023	
2124	UNITED SITE SERVICES OF NEVADA INC	INV-02055821		<u>STANDARD PORTABLE RESTROOM RENTAL, BI WEEKLY SERVICE, 09/01-09/10/23- CITY FARM, FY'23</u>	09/30/2023	21.79	21.79	21-6090 FARM EXPENDITURES	0	10/23	10/06/2023	
Total INV-02055821:						86.08	86.08					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-02055839		<u>2 EACH STANDARD PORTABLE RESTROOM RENTAL WEEKLY SERVICE, 09/01-09/30/23- SHORTLINE, FY'23</u>	09/30/2023	222.00	222.00	01-6212 RENT-EQUIPMENT	1004	10/23	10/06/2023	
Total INV-02055839:						222.00	222.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-02055877		<u>ADA PORTABLE RESTROOM RENTAL WEEKLY SERVICE, 08/14-08/31/23- ARBOR RIDGE, FY'23</u>	09/30/2023	172.71	172.71	01-6212 RENT-EQUIPMENT	1004	10/23	10/06/2023	
Total INV-02055877:						172.71	172.71					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-02055894		<u>ADA PORTABLE RESTROOM RENTAL WEEKLY SERVICE, 08/14-09/10/23- SEGO PRAIRIE POND/NICHOLSON PARK, FY'23</u>	09/30/2023	175.61	175.61	01-6212 RENT-EQUIPMENT	1004	10/23	10/06/2023	
Total INV-02055894:						175.61	175.61					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-02055899		<u>ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 09/15-10/12/23- BUTLER PARK, FY'23</u>	09/30/2023	60.12	60.12	01-6212 RENT-EQUIPMENT	1004	10/23	10/06/2023	

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Total INV-02055899:						60.12	60.12					
Total UNITED SITE SERVICES OF NEVADA INC:						1,172.23	1,172.23					
UNIVAR SOLUTIONS USA, INC.												
1410	UNIVAR SOLUTIONS USA, INC.	51489010	16554	<u>2 TOTES ALUM SULFATE, M. NADEAU, SEPT. FY'23</u>	09/20/2023	2,303.00	.00	<u>21-6151 M & R - PROCESS CHEMICALS</u>	0	10/23		
Total 51489010:						2,303.00	.00					
1410	UNIVAR SOLUTIONS USA, INC.	97783160		<u>REFUND/CREDIT CONTAINER DEPOSIT, SEPT. FY'23</u>	09/21/2023	-700.00	.00	<u>21-6097 DEPOSITS ON ACCOUNT</u>	0	10/23		
Total 97783160:						-700.00	.00					
Total UNIVAR SOLUTIONS USA, INC.:						1,603.00	.00					
UNIVERSITY OF OKLAHOMA												
1950	UNIVERSITY OF OKLAHOMA	09252023UOF		<u>OU IEDC MEMBER REGISTRATION FOR M. TREASURE, 11/04-11/09/2023- ECONOMIC DEVELOPMENT, OCT. '23</u>	09/25/2023	2,270.00	.00	<u>01-6265 TRAINING & SCHOOLING</u>	4000	10/23		
Total 09252023UOFOK:						2,270.00	.00					
Total UNIVERSITY OF OKLAHOMA:						2,270.00	.00					
UTILITY REFUND #16												
2231	UTILITY REFUND #16	110080.02		<u>ROBERT S WILSON, 420 E DANIEL CT. UTILITY REFUND</u>	10/03/2023	9.66	.00	<u>20-4500 METERED WATER SALES</u>	0	10/23		
2231	UTILITY REFUND #16	110080.02		<u>ROBERT S WILSON, 420 E DANIEL CT. UTILITY REFUND</u>	10/03/2023	2.17	.00	<u>21-4600 SEWER USER FEES</u>	0	10/23		
2231	UTILITY REFUND #16	110080.02		<u>ROBERT S WILSON, 420 E DANIEL CT. UTILITY REFUND</u>	10/03/2023	1.58	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/23		

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Total 110080.02:						13.41	.00					
2231	UTILITY REFUND #16	111240.03		<u>TUELLER INVESTMENT PROPERTIES, 525 E FULL MOON ST. UTILITY REFUND</u>	10/03/2023	7.59	.00	<u>20-4500 METERED WATER SALES</u>	0	10/23		
2231	UTILITY REFUND #16	111240.03		<u>TUELLER INVESTMENT PROPERTIES, 525 E FULL MOON ST. UTILITY REFUND</u>	10/03/2023	5.39	.00	<u>21-4600 SEWER USER FEES</u>	0	10/23		
2231	UTILITY REFUND #16	111240.03		<u>TUELLER INVESTMENT PROPERTIES, 525 E FULL MOON ST. UTILITY REFUND</u>	10/03/2023	3.40	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/23		
Total 111240.03:						16.38	.00					
2231	UTILITY REFUND #16	121835.01		<u>RONALD L MCNEELY, 1633 W SEGO PRAIRIE ST. UTILITY REFUND</u>	10/03/2023	21.82	.00	<u>20-4500 METERED WATER SALES</u>	0	10/23		
2231	UTILITY REFUND #16	121835.01		<u>RONALD L MCNEELY, 1633 W SEGO PRAIRIE ST. UTILITY REFUND</u>	10/03/2023	27.12	.00	<u>21-4600 SEWER USER FEES</u>	0	10/23		
2231	UTILITY REFUND #16	121835.01		<u>RONALD L MCNEELY, 1633 W SEGO PRAIRIE ST. UTILITY REFUND</u>	10/03/2023	19.01	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/23		
Total 121835.01:						67.95	.00					
2231	UTILITY REFUND #16	171113.00		<u>CBH, 62 N CRANESBILL AVE, UTILITY REFUND</u>	08/15/2023	52.47	.00	<u>20-4500 METERED WATER SALES</u>	0	10/23		
2231	UTILITY REFUND #16	171113.00		<u>CBH, 62 N CRANESBILL AVE, UTILITY REFUND</u>	08/15/2023	25.36	.00	<u>21-4600 SEWER USER FEES</u>	0	10/23		
Total 171113.00:						77.83	.00					
2231	UTILITY REFUND #16	171125.00		<u>CBH, 173 N CRANESBILL AVE, UTILITY REFUND</u>	08/14/2023	66.71	.00	<u>20-4500 METERED WATER SALES</u>	0	10/23		

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2231	UTILITY REFUND #16	171125.00		<u>CBH, 173 N CRANESBILL AVE, UTILITY REFUND</u>	08/14/2023	33.72	.00	<u>21-4600 SEWER USER FEES</u>	0	10/23		
Total 171125.00:						100.43	.00					
2231	UTILITY REFUND #16	171129.00		<u>CBH, 109 N CRANESBILL AVE, UTILITY REFUND</u>	08/15/2023	60.98	.00	<u>20-4500 METERED WATER SALES</u>	0	10/23		
2231	UTILITY REFUND #16	171129.00		<u>CBH, 109 N CRANESBILL AVE, UTILITY REFUND</u>	08/15/2023	30.85	.00	<u>21-4600 SEWER USER FEES</u>	0	10/23		
Total 171129.00:						91.83	.00					
2231	UTILITY REFUND #16	173115.03		<u>SARAH E FIELD, 1320 W PENELOPE ST UTILITY REFUND</u>	10/10/2023	33.03	.00	<u>20-4500 METERED WATER SALES</u>	0	10/23		
2231	UTILITY REFUND #16	173115.03		<u>SARAH E FIELD, 1320 W PENELOPE ST UTILITY REFUND</u>	10/10/2023	42.43	.00	<u>21-4600 SEWER USER FEES</u>	0	10/23		
2231	UTILITY REFUND #16	173115.03		<u>SARAH E FIELD, 1320 W PENELOPE ST UTILITY REFUND</u>	10/10/2023	29.93	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/23		
Total 173115.03:						105.39	.00					
2231	UTILITY REFUND #16	242038.00		<u>BILTMORE CO, 117 S SUNNIVA AVE, UTILITY REFUND</u>	08/15/2023	14.68	.00	<u>20-4500 METERED WATER SALES</u>	0	10/23		
2231	UTILITY REFUND #16	242038.00		<u>BILTMORE CO, 117 S SUNNIVA AVE, UTILITY REFUND</u>	08/15/2023	8.22	.00	<u>21-4600 SEWER USER FEES</u>	0	10/23		
Total 242038.00:						22.90	.00					
2231	UTILITY REFUND #16	242078.00		<u>TRESIDIO HOMES, 2250 E WYTHE CREEK ST, UTILITY REFUND</u>	08/22/2023	17.81	.00	<u>20-4500 METERED WATER SALES</u>	0	10/23		
2231	UTILITY REFUND #16	242078.00		<u>TRESIDIO HOMES, 2250 E WYTHE CREEK ST, UTILITY REFUND</u>	08/22/2023	12.76	.00	<u>21-4600 SEWER USER FEES</u>	0	10/23		

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 242078.00:						30.57	.00					
2231	UTILITY REFUND #16	274400.03		<u>SAYED K ADEL, 618 W TREEHOUSE WAY, UTILITY REFUND</u>	10/03/2023	27.03	.00	<u>20-4500 METERED WATER SALES</u>	0	10/23		
2231	UTILITY REFUND #16	274400.03		<u>SAYED K ADEL, 618 W TREEHOUSE WAY, UTILITY REFUND</u>	10/03/2023	38.31	.00	<u>21-4600 SEWER USER FEES</u>	0	10/23		
2231	UTILITY REFUND #16	274400.03		<u>SAYED K ADEL, 618 W TREEHOUSE WAY, UTILITY REFUND</u>	10/03/2023	20.60	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/23		
Total 274400.03:						85.94	.00					
2231	UTILITY REFUND #16	27731002A		<u>MORGAN M CHARRIER, 2172 N SPIKE AVE, UTILITY REFUND</u>	10/05/2023	5.38	.00	<u>20-4500 METERED WATER SALES</u>	0	10/23		
Total 27731002A:						5.38	.00					
2231	UTILITY REFUND #16	277725.00		<u>CBH, 616 W TANZANITE DR, UTILITY REFUND</u>	08/18/2023	40.04	.00	<u>20-4500 METERED WATER SALES</u>	0	10/23		
2231	UTILITY REFUND #16	277725.00		<u>CBH, 616 W TANZANITE DR, UTILITY REFUND</u>	08/18/2023	25.56	.00	<u>21-4600 SEWER USER FEES</u>	0	10/23		
Total 277725.00:						65.60	.00					
2231	UTILITY REFUND #16	277726.00		<u>CBH, 636 W TANZANITE DR, UTILITY REFUND</u>	08/22/2023	42.36	.00	<u>20-4500 METERED WATER SALES</u>	0	10/23		
2231	UTILITY REFUND #16	277726.00		<u>CBH, 636 W TANZANITE DR, UTILITY REFUND</u>	08/22/2023	25.50	.00	<u>21-4600 SEWER USER FEES</u>	0	10/23		
Total 277726.00:						67.86	.00					
2231	UTILITY REFUND #16	277731.00		<u>CBH, 724 W TANZANITE DR, UTILITY REFUND</u>	08/22/2023	88.55	.00	<u>20-4500 METERED WATER SALES</u>	0	10/23		

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				<u>REFUND</u>	09/27/2023	2.35	.00	<u>21-4600 SEWER USER FEES</u>	0	10/23		
2231	UTILITY REFUND #16	302566.01		<u>JAMES HARTSOCK, 9075 S CIPOLLETTI WAY, UTILITY REFUND</u>	09/27/2023	1.60	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/23		
	<u>Total 302566.01:</u>					<u>5.11</u>	<u>.00</u>					
2231	UTILITY REFUND #16	30260.03		<u>ION INVESTMENTS C/O MAURISSA SMITH, 1333-1343 W OWYHEE ST UTILITY REFUND</u>	10/10/2023	18.60	.00	<u>20-4500 METERED WATER SALES</u>	0	10/23		
2231	UTILITY REFUND #16	30260.03		<u>ION INVESTMENTS C/O MAURISSA SMITH, 1333-1343 W OWYHEE ST UTILITY REFUND</u>	10/10/2023	17.72	.00	<u>21-4600 SEWER USER FEES</u>	0	10/23		
2231	UTILITY REFUND #16	30260.03		<u>ION INVESTMENTS C/O MAURISSA SMITH, 1333-1343 W OWYHEE ST UTILITY REFUND</u>	10/10/2023	25.75	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/23		
	<u>Total 30260.03:</u>					<u>62.07</u>	<u>.00</u>					
2231	UTILITY REFUND #16	304640.00		<u>CBH, 2489 E WHISPER WIND DR, UTILITY REFUND</u>	08/14/2023	73.82	.00	<u>20-4500 METERED WATER SALES</u>	0	10/23		
2231	UTILITY REFUND #16	304640.00		<u>CBH, 2489 E WHISPER WIND DR, UTILITY REFUND</u>	08/14/2023	67.57	.00	<u>21-4600 SEWER USER FEES</u>	0	10/23		
	<u>Total 304640.00:</u>					<u>141.39</u>	<u>.00</u>					
2231	UTILITY REFUND #16	360037.00		<u>SHEA HOMES, 12045 S INTEGRITY LN, UTILITY REFUND</u>	08/22/2023	20.74	.00	<u>20-4500 METERED WATER SALES</u>	0	10/23		
2231	UTILITY REFUND #16	360037.00		<u>SHEA HOMES, 12045 S INTEGRITY LN, UTILITY REFUND</u>	08/22/2023	43.03	.00	<u>21-4600 SEWER USER FEES</u>	0	10/23		
	<u>Total 360037.00:</u>					<u>63.77</u>	<u>.00</u>					

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
2231	UTILITY REFUND #16	360155.00		<u>SHEA HOMES, 11917 W KIND LN, UTILITY REFUND</u>	08/14/2023	60.65	.00	<u>20-4500 METERED WATER SALES</u>	0	10/23		
2231	UTILITY REFUND #16	360155.00		<u>SHEA HOMES, 11917 W KIND LN, UTILITY REFUND</u>	08/14/2023	7.31	.00	<u>21-4600 SEWER USER FEES</u>	0	10/23		
Total 360155.00:						67.96	.00					
2231	UTILITY REFUND #16	360156.00		<u>SHEA HOMES, 11933 W KIND LN, UTILITY REFUND</u>	08/15/2023	22.10	.00	<u>20-4500 METERED WATER SALES</u>	0	10/23		
2231	UTILITY REFUND #16	360156.00		<u>SHEA HOMES, 11933 W KIND LN, UTILITY REFUND</u>	08/15/2023	45.84	.00	<u>21-4600 SEWER USER FEES</u>	0	10/23		
Total 360156.00:						67.94	.00					
2231	UTILITY REFUND #16	361536.00		<u>SHADOW MOUNTAIN HOMES, 11108 S YEOMAN PL, UTILITY REFUND</u>	08/14/2023	22.15	.00	<u>20-4500 METERED WATER SALES</u>	0	10/23		
2231	UTILITY REFUND #16	361536.00		<u>SHADOW MOUNTAIN HOMES, 11108 S YEOMAN PL, UTILITY REFUND</u>	08/14/2023	41.70	.00	<u>21-4600 SEWER USER FEES</u>	0	10/23		
Total 361536.00:						63.85	.00					
2231	UTILITY REFUND #16	40090.02A		<u>DEAN WALLIN, 533 N ELM AVE, UTILITY REFUND</u>	10/04/2023	33.34	.00	<u>20-4500 METERED WATER SALES</u>	0	10/23		
2231	UTILITY REFUND #16	40090.02A		<u>DEAN WALLIN, 533 N ELM AVE, UTILITY REFUND</u>	10/04/2023	41.21	.00	<u>21-4600 SEWER USER FEES</u>	0	10/23		
2231	UTILITY REFUND #16	40090.02A		<u>DEAN WALLIN, 533 N ELM AVE, UTILITY REFUND</u>	10/04/2023	30.62	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	10/23		
Total 40090.02A:						105.17	.00					
2231	UTILITY REFUND #16	50361.01		<u>TANNA S WILLIS, 767 N LINDER AVE, UTILITY REFUND</u>	09/27/2023	.48	.00	<u>20-4500 METERED WATER SALES</u>	0	10/23		

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2231	UTILITY REFUND #16	50361.01		<u>TANNA S WILLIS, 767 N LINDER AVE. UTILITY REFUND</u>	09/27/2023	.97	.00	21-4600 SEWER USER FEES	0	10/23		
2231	UTILITY REFUND #16	50361.01		<u>TANNA S WILLIS, 767 N LINDER AVE. UTILITY REFUND</u>	09/27/2023	.61	.00	26-4975 SOLID WASTE USER FEES	0	10/23		
Total 50361.01:						2.06	.00					
Total UTILITY REFUND #16:						1,649.88	.00					
WESTERN RECORDS DESTRUCTION, INC.												
1633	WESTERN RECORDS DESTRUCTION, INC.	0661113		<u>RECORDS DESTRUCTION, 09/01-09/30/2023- ADMIN</u>	10/01/2023	12.54	.00	01-6052 CONTRACT SERVICES	0	10/23		
1633	WESTERN RECORDS DESTRUCTION, INC.	0661113		<u>RECORDS DESTRUCTION, 09/01-09/30/2023- WATER</u>	10/01/2023	8.58	.00	20-6052 CONTRACT SERVICES	0	10/23		
1633	WESTERN RECORDS DESTRUCTION, INC.	0661113		<u>RECORDS DESTRUCTION, 09/01-09/30/2023- SEWER</u>	10/01/2023	8.58	.00	21-6052 CONTRACT SERVICES	0	10/23		
1633	WESTERN RECORDS DESTRUCTION, INC.	0661113		<u>RECORDS DESTRUCTION, 09/01-09/30/2023- P.I</u>	10/01/2023	3.30	.00	25-6052 CONTRACT SERVICES	0	10/23		
Total 0661113:						33.00	.00					
Total WESTERN RECORDS DESTRUCTION, INC.:						33.00	.00					
WESTERN STATES CHEM												
274	WESTERN STATES CHEM	231150	16614	<u>8 BOXES LARGE NITRILE GLOVES, AND 8 BOXES X-LARGE GLOVES FOR SEWER DEPT. M. NADEAU, SEPT' FY'23</u>	09/26/2023	3,328.82	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	10/23		
Total 231150:						3,328.82	.00					
Total WESTERN STATES CHEM:						3,328.82	.00					

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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
WESTERN STATES EQUIPMENT CO.												
98	WESTERN STATES EQUIPMENT CO.	IN002540862		<u>REPAIRS ON PALOMA RIDGE LIFT STATION, SEPT. FY'23</u>	09/26/2023	450.17	.00	<u>21-6150 M & R - SYSTEM</u>	0	10/23		
Total IN002540862:						450.17	.00					
98	WESTERN STATES EQUIPMENT CO.	IN002543888		<u>REPAIRS TO BUTLER WELL, SEPT. FY' 23</u>	09/28/2023	397.69	.00	<u>20-6150 M & R - SYSTEM</u>	0	10/23		
Total IN002543888:						397.69	.00					
98	WESTERN STATES EQUIPMENT CO.	IN002543890		<u>REPAIRS TO CEDAR WELL, SEPT. FY'23</u>	09/28/2023	2,180.34	.00	<u>20-6150 M & R - SYSTEM</u>	0	10/23		
Total IN002543890:						2,180.34	.00					
98	WESTERN STATES EQUIPMENT CO.	IN002543896		<u>REPAIRS ON CRIMSON POINT LIFT STATION, SEPT. FY'23</u>	09/28/2023	1,891.71	.00	<u>21-6150 M & R - SYSTEM</u>	0	10/23		
Total IN002543896:						1,891.71	.00					
98	WESTERN STATES EQUIPMENT CO.	IN002543899		<u>REPAIRS TO NEW YORK BOOSTER, SEPT. FY'23</u>	09/28/2023	394.60	.00	<u>20-6150 M & R - SYSTEM</u>	0	10/23		
Total IN002543899:						394.60	.00					
98	WESTERN STATES EQUIPMENT CO.	IN002543901		<u>REPAIRS TO ORCHARD LIFT STATION, SEPT. FY'23</u>	09/28/2023	430.61	.00	<u>21-6150 M & R - SYSTEM</u>	0	10/23		
Total IN002543901:						430.61	.00					
98	WESTERN STATES EQUIPMENT CO.	IN002543906		<u>REPAIRS TO PATAGONIA LIFT STATION, SEPT. FY'23</u>	09/28/2023	704.14	.00	<u>21-6150 M & R - SYSTEM</u>	0	10/23		
Total IN002543906:						704.14	.00					

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98	WESTERN STATES EQUIPMENT CO.	IN002543910		<u>REPAIRS TO TEN MILE LIFT STATION, SEPT. FY'23</u>	09/28/2023	1,772.32	.00	<u>21-6150 M & R - SYSTEM</u>	0	10/23		
Total IN002543910:						1,772.32	.00					
98	WESTERN STATES EQUIPMENT CO.	IN002544355		<u>REPAIRS TO DANSKIN WELL, SEPT. FY'23</u>	09/28/2023	1,103.95	.00	<u>20-6150 M & R - SYSTEM</u>	0	10/23		
Total IN002544355:						1,103.95	.00					
98	WESTERN STATES EQUIPMENT CO.	IN002544414	16649	<u>REPAIRS ON GENERATORS AT 10 MILE LIFT STATION, D CROSSLEY, SEPT FY '23</u>	09/28/2023	1,397.33	.00	<u>21-6150 M & R - SYSTEM</u>	0	10/23		
Total IN002544414:						1,397.33	.00					
98	WESTERN STATES EQUIPMENT CO.	IN002545803	16681	<u>DANSKIN LIFT STATION GENERATOR TROUBLESHOOT, D. CROSSLEY, SEPT. FY '23</u>	09/29/2023	888.39	.00	<u>21-6150 M & R - SYSTEM</u>	0	10/23		
Total IN002545803:						888.39	.00					
98	WESTERN STATES EQUIPMENT CO.	IN002545926	16681	<u>BATTERY REPLACEMENT AT DANSKIN WELL, D. CROSSLEY, SEPT. FY '23</u>	09/29/2023	234.35	.00	<u>20-6150 M & R - SYSTEM</u>	0	10/23		
Total IN002545926:						234.35	.00					
Total WESTERN STATES EQUIPMENT CO.:						11,845.60	.00					
WEX FLEET UNIVERSAL												
2160	WEX FLEET UNIVERSAL	92094794		<u>FUEL, SEPT. '23, FY '23- ADMIN</u>	09/30/2023	207.72	.00	<u>01-6300 FUEL</u>	0	10/23		
2160	WEX FLEET UNIVERSAL	92094794		<u>FUEL, SEPT. '23, FY'23- P&Z</u>	09/30/2023	8.28	.00	<u>01-6300 FUEL</u>	1003	10/23		
2160	WEX FLEET UNIVERSAL	92094794		<u>FUEL, SEPT. '23, FY'23- PARKS</u>	09/30/2023	1,102.93	.00	<u>01-6300 FUEL</u>	1004	10/23		

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
2160	WEX FLEET UNIVERSAL	92094794		<u>FUEL, SEPT. '23, FY'23- BUILDING INSPECTOR</u>	09/30/2023	233.91	.00	<u>01-6300 FUEL</u>	1005	10/23		
2160	WEX FLEET UNIVERSAL	92094794		<u>FUEL, SEPT. '23, FY'23- WATER</u>	09/30/2023	404.21	.00	<u>20-6300 FUEL</u>	0	10/23		
2160	WEX FLEET UNIVERSAL	92094794		<u>FUEL, SEPT. '23, FY'23- SEWER</u>	09/30/2023	664.68	.00	<u>21-6300 FUEL</u>	0	10/23		
2160	WEX FLEET UNIVERSAL	92094794		<u>FUEL, SEPT. '23, FY'23- P.I</u>	09/30/2023	122.42	.00	<u>25-6300 FUEL</u>	0	10/23		
Total 92094794:						2,744.15	.00					
Total WEX FLEET UNIVERSAL:						2,744.15	.00					
ZAMZOWS												
66	ZAMZOWS	394169855	16704	<u>BULK PROPANE FOR PLANT FORK LIFT, M. NADEAU, OCT. '23</u>	10/05/2023	63.87	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	10/23		
Total 394169855:						63.87	.00					
Total ZAMZOWS:						63.87	.00					
ZAYO GROUP LLC												
2188	ZAYO GROUP LLC	19901292		<u>TELEPHONE, DATA, NETWORK SERVICES, 10/01-10/31/23 - ADMIN</u>	10/01/2023	587.36	.00	<u>01-6255 TELEPHONE</u>	0	10/23		
2188	ZAYO GROUP LLC	19901292		<u>TELEPHONE, DATA, NETWORK SERVICES, 10/01-10/31/23 - WATER</u>	10/01/2023	401.88	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	10/23		
2188	ZAYO GROUP LLC	19901292		<u>TELEPHONE, DATA, NETWORK SERVICES, 10/01-10/31/23 - SEWER</u>	10/01/2023	401.88	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	10/23		
2188	ZAYO GROUP LLC	19901292		<u>TELEPHONE, DATA, NETWORK SERVICES, 10/01-10/31/23 - P.I.</u>	10/01/2023	154.57	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	10/23		
Total 19901292:						1,545.69	.00					

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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 ZAYO GROUP LLC:						1,545.69	.00					
Grand Totals:						<u>2,547,217.36</u>	<u>2,152,937.4</u>					

Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

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

IN THE MATTER OF THE APPLICATIONS OF) **Case Nos. 21-13-AN (Annexation), and**
) **21-09-S (Preliminary Plat).**
)
PROVIDENCE PROPERTIES, LLC)
) **FINDINGS OF FACT, CONCLUSIONS**
) **OF LAW AND ORDER OF DECISION**
For 2975 and 2701 N Meridian Road.) **FOR ANNEXATION APPLICATION.**

THESE MATTERS came before the Council for Public Hearing on October 3, 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 its 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.pdf			X
1.2 PZ FCOs 8.22.23 SIGNED.pdf			X
1.3 COMMISSION MINUTES 06.13.2023 - SIGNED.pdf			X
1.4 COMMISSION SIGN UP SHEETS.pdf			X
2.1 P&Z APPLICATION COVERSHEET.pdf			X
2.2 ANNEXATION APPLICATION.pdf			X
2.3 PRELIMINARY PLAT APPLICATION.pdf			X
2.5 NARRATIVE.pdf			X
2.6 NEIGHBORHOOD MEETING CERTIFICATION.pdf			X
2.7 VICINITY MAP.pdf			X
2.8 DEED - HLB LLC.pdf			X
2.9 DEED - LEES FORESTS PRODUCTS.pdf			X
2.10 AFFIDAVIT OF LEGAL INTEREST- HLB LLC.pdf			X
2.11 AFFIDAVIT OF LEGAL INTEREST - LEE'S FOREST PRODUCTS.pdf			X
2.12 ANNEXATION LEGAL DESCRIPTION.pdf			X
2.13 SUBDIVISION BOUNDARY LEGAL DESCRIPTION.pdf			X
2.14 C-2 LEGAL DESCRIPTION.pdf			X
2.15 R-6 LEGAL DESCRIPTION.pdf			X
2.16 R-12 LEGAL DESCRIPTION.pdf			X
2.17 SUBDIVISION NAME RESERVATION.pdf			X

2.18 PHASING PLAN.pdf			X
2.19 PRELIMINARY PLAT.pdf			X
2.20 LANDSCAPING PLAN.pdf			X
2.21 COMMON AREA MAINTENANCE TEXT.pdf			X
2.22a AGENCY COMMENT REQUEST.pdf			X
2.22b AGENCY COMMENT REQUEST.pdf			X
2.23a PUBLIC WORKS.pdf			X
2.23b PUBLIC WORKS.pdf			X
2.24 ACHD.pdf			X
2.25 ADA COUNTY DEVELOPMENT SERVICES.pdf			X
2.26 BOISE PROJECT BOARD OF CONTROL.pdf			X
2.27 CENTRAL DISTRICT HEALTH.pdf			X
2.28 COMPASS.pdf			X
2.29 DEPARTMENT OF ENVIRONMENTAL QUALITY.pdf			X
2.30 IDAHO TRANSPORTATION DEPARTMENT.pdf			X
2.31 KUNA RURAL FIRE DEPARTMENT.pdf			X
2.32 NAMPA MERIDIAN IRRIGATION DISTRICT.pdf			X
2.33 STAFF RECOMMENDED CHANGES TO PRE PLAT.pdf			X
2.38 APPLICANT RESPONSE TO PRE PLAT CHANGES.pdf			X
2.39 TABLE SHOWING PRE PLAT CHANGES.pdf			X
2.34 KMN PROOF OF PUBLISHING P&Z.pdf			X
2.35 PROOF OF LEGAL MAILER.pdf			X
2.36 PROOF OF PROPERTY POSTING.pdf			X
2.37 WEBSITE POSTING PZ 6.13.23.pdf			X
2.41 KMN PROOF OF PUBLISHING CC.pdf			X
2.42 PROOF OF LEGAL NOTICE MAILER CC.pdf			X
2.43 PROOF OF SITE POSTING CC.pdf			X
2.44 WEBSITE POSTING CC.pdf			X
2.40 APPLICANT PRESENTATION AT COMMISSION.pdf			X

1.2 Hearings: The Council heard this on October 3, 2023. The FCO's have been requested to go before the Council on October 17, 2023.

1.3 Witness Testimony: Those who testified at the Council's October 3, 2023, hearing are as follows, to-wit:

- A. City Staff:**
Troy Behunin, Senior Planner
- B. Appearing for the Applicant:**
Patrick Connor, 701 S Allen. Ste. 104 Meridian, ID 83642 – Testified
- C. Appearing in Favor:**
None
- D. Appearing Neutral:**
None

- E. Appearing in Opposition:**
 Cristin Sandu, 3070 N Saratov Ave., Kuna, ID, 83634 – Testified
 Jenny Turnbull, 2552 N Hose Gulch Ave., Kuna ID, 83634 – Testified
 Rene Houston, 2208 N Hose Gulch Ave., Kuna, ID, 83634 – Testified
 Beverly Wolf, 3420 W Commemoration Way, Meridian, ID, 83642 – Testified
 Anthony Giannell, 697 E Taper Street, Kuna, ID, 83634 – *Did Not Testify*
 Jeremy Hamilton, 2617 N Hose Gulch Ave., Kuna, ID, 83634 – Testified
 Danielle Horras, Kuna School District No. 3, 711 E Porter Rd. Kuna, ID, 83634 – Testified
 Christine Schmick, 2296 N Malvern Ave. Kuna, ID, 83634 – *Did Not Testify*
 Stephanie Paul, 2230 N Hose Gulch Ave., Kuna, ID, 83634 – *Did Not Testify*
 Scott Paul, 2230 N Hose Gulch Ave., Kuna, ID, 83634 – *Did Not Testify*
 Sandra Allen, 1589 N Harem Way, Kuna, ID, 83634 – Testified
 Zak Wilson, 1122 E Jack Creek Street, Kuna, ID, 83634 – Testified
 Nivania Hamilton, 2617 N Hose Gulch Ave., Kuna, ID, 83634 – Testified
 Erika Curtiss, 2296 N Malvern Ave. Kuna, ID, 83634 – *Did Not Testify*
 Linda Kane, 1278 E Sweat Pearl Street, Kuna, ID, 83634 – Testified
 Carrera Atkinson, 1225 E Whitebeck Dr., Kuna, ID, 83634 – Testified
 Susan Peterson, 1320 E Sweat Pearl Street, Kuna, ID, 83634 – Testified
 Kenneth Houston, 2208 N Hose Gulch, Kuna, ID, 83634 – 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 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 October 3, 2023, hearing on the request for Annexation and Preliminary Plat in the Kuna Melba News, the official City of Kuna newspaper, which has general circulation within the boundaries of the city, Ada and Canyon County, on September 13, 2023. Notice was also published on the City of Kuna website September 22, 2023.
- C.** Notice for the October 3, 2023, hearing containing the legal description of the property proposed to be Annexed and Subdivided was mailed to all known and affected property owners within 300-ft of the boundaries of the area described in the application on September 13, 2023.
- D.** Notice for the October 3, 2023, hearing was posted on a sign in accordance with [Kuna City Code \(KCC\) 5-1A-8](#) on September 13, 2023. A Proof of Property Posting Form was provided to staff on September 13, 2023.

3.2 Findings Regarding Annexation and Preliminary Plat

- A.** The subject site is located in unincorporated Ada County and touches Kuna City limits on all four (4) sides and is currently zoned Rural Residential. It has historically contained a single residence with outbuildings and also used for Agriculture purposes.

- B.** The land proposed for Annexation and Subdivision is comprised of two (2) parcels totaling approximately 76.02 acres. The parcels are as follows:

Owner	Parcel No.	Size	Current Zone
Providence Holdings LLC	S1313110030	37.94 acres	RR (Rural Residential
Providence Holdings LLC	S1313141810	38.07 acres	RR (Rural Residential

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

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

- D.** 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.
- E.** Based on the evidence presented, does the application generally comply with the Comprehensive Plan?
1. The Comprehensive Plan designates the property as prospective Mixed-Uses, the proposed zoning districts R-6, R-12 and C-2.
 2. Council did not believe the proposed mixed housing types and commercial promoted a desirable or a well-designed neighborhood.
 3. The Council raised concerns with this application adding additional children to the Kuna School District without the developer working with the School District.
 4. Council raised concerns with the amount of residential in a prime commercial corridor.
- F.** 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 their report in order to serve the development.
 2. ITD can support future development with all Site-Specific Conditions being met including required mitigation improvements to serve the development.
 3. Kuna School District cannot support the approximate number of students generated from the proposed development.
- G.** 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 streetlights, fire hydrants, sidewalks, etc. would have been implemented as a part of any future development.
 2. No major wildlife habitats would be impacted by the proposed development.
- H.** Does the proposed Annexation and Preliminary Plat constitute orderly development?
1. The subject site is located adjacent to Kuna City Limits on all four (4) sides.
 2. Subdivisions are under active construction west, south, southeast and east of the subject site.
 3. Streets are proposed to connect to stubs provided by previous development.
 4. Council was concerned with High Density Residential and traffic adjacent to existing residences and additional traffic congestion on existing streets in their current unimproved conditions.
- I.** The Applicant and/or Owner of the property 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 [§50-13](#), [§50-222](#), [§67-65](#) and [Kuna City Code 1-14-3](#).

V
CONCLUSIONS OF LAW
RE: APPLICATION FOR ANNEXATION

- 5.1 The City of Kuna has authority to Annex lands into its boundaries pursuant to [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
CONCLUSIONS OF LAW
RE: APPLICATION FOR PRELIMINARY PLAT

- 6.1** The City of Kuna has authority to approve Preliminary Plats within its boundaries pursuant to [I.C. §50-13](#) & [67-65](#)
- 6.2** In Kuna City Code, Title 1, Chapter 14, Section 3, states that Preliminary Plats are designated as Public Hearings, with the Planning and Zoning Commission as a recommending body and the City Council as the decision-making body.
- 6.3** Subdivision regulations as defined in Kuna City Code Title 6 are authorized by [I.C. § 50-13](#) & [67-65 and Article 12, section 2.](#)

VII
ORDER OF DECISION ON APPLICATION
FOR ANNEXATION AND PRELIMINARY PLAT

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

- 7.1** The Annexation application (Case No. 21-13-AN) is hereby *Denied*.
- 7.2** The application for Preliminary Plat (Case No. 21-09-S) is *rendered moot* by the denial of the Annexation Application (Case No. 21-13-AN).

BY ACTION OF THE CITY COUNCIL of the City of Kuna at its regular meeting held on the 17th of October 2023.

Mayor, Joe Stear

BEFORE THE CITY COUNCIL OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATION OF) **Case No. 23-07-TE**
)
TRILOGY IDAHO) **FINDINGS OF FACT, CONCLUSIONS OF**
) **LAW, AND ORDER OF DECISION FOR**
For Fossil Creek Subdivision No. 2 Final Plat) **FINAL PLAT TIME EXTENSION**
Time Extension.) **APPLICATION.**

THESE MATTERS came before the Council for review and approval or denial on October 3, 2023, for receipt and consideration of these Findings of Fact, Conclusions of Law, and Order of Decision for the above referenced application. The Council does now hereby set forth this Record of Proceedings of these Findings of Fact, Conclusions of Law, and Order of Decision.

**I
EXHIBIT LIST**

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

1.1 Exhibits:

<i>DESCRIPTION OF EVIDENCE</i>	Withdrawn	Refused	Admitted
1.1 STAFF MEMO.pdf			X
2.1 FINAL PLAT TIME EXTENSION APPLICATION.pdf			X
2.2 FOSSIL CREEK NO. 1 RECORDATION DATE.pdf			X
2.3 VICINITY MAP.pdf			X

1.2 Public Meeting: The Council heard this on October 3, 2023. The FCO’s have been requested to go before Council on October 17, 2023.

1.3 Witness Testimony: Those who testified at the Council meeting is as follows, to-wit:

- A. City Staff:
Doug Hanson, Planning & Zoning Director

**II
DECISION**

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

**III
FINDINGS OF FACT**

3.1 Findings Regarding Notice

- A. A Time Extension is designated in Kuna City Code ([KCC](#)) [1-14-3](#) as a public meeting item with Council as the decision-making body. As a public meeting, this application did not require notice as

set forth in [Idaho Code §67-65](#). The Guidelines for decision-making by the Council have been adhered to.

3.2 Findings Regarding Time Extension

- A.** Does the Final Plat Time Extension application contain all the listed requirements and does the request comply with [KCC 6-2-3](#)?
1. The Applicant has submitted a complete application and meets the requirements listed in Kuna City Code. (+)
- B.** Is Fossil Creek Subdivision No. 2 eligible to receive a Final Plat Time Extension?
1. 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. (+)
 2. 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. (+)
 3. As the Fossil Creek Subdivision No. 1 Final Plat was recorded August 23, 2023, the Fossil Creek Subdivision No. 2 Final Plat would be required to record by August 23, 2024. (+)
 4. Due to unforeseen construction delays during Phase 1, said delays have now affected Phase 2. (+)
 5. 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). (+)

IV CONDITIONS

4.1 General:

- A.** Developer/Owner/Applicant shall adhere to the Conditions listed in the Fossil Creek Subdivision (Case No. 20-01-S) Findings of Fact and Conclusions of Law approved by Council November 17, 2020, as well as any additional Conditions listed in this report.
- B.** The Fossil Creek Subdivision No. 2 Final Plat shall expire October 17, 2024.
- C.** If necessary, the Developer/Owner/Applicant shall submit a Final Plat Time Extension to staff no later than August 18, 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.

V
CONCLUSIONS OF LAW
RE: POWERS AND DUTIES OF THE COUNCIL

- 5.1 The 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 §50-13](#).
- 5.2 The power of the City of Kuna lies in the Council to hear this matter as provided in [Kuna City Code 1-14-3](#).

VI
CONCLUSIONS OF LAW
RE: APPLICATION FOR TIME EXTENSION

- 6.1 The City of Kuna has authority to approve Time Extensions as provided in [KCC 6-2-3](#).

VII
COUNCIL'S ORDER OF DECISION

- 7.1 The Final Plat Time Extension (Case No. 23-07-TE) is Approved.

BY ACTION OF THE COUNCIL of the City of Kuna at its regular meeting held October 17, 2023.

Joe Stear, Mayor

**RESOLUTION NO. R80-2023
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A CASH BOND BY HAYDEN HOMES IDAHO, LLC, FOR ASHTON ESTATES SUBDIVISION NO. 5 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS Ashton Estates Subdivision No. 5 exists as part of an approved preliminary plat; and

WHEREAS construction plans for Ashton Estates Subdivision No. 5 were approved by the Kuna City Engineer on 1 March 2023; and

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

WHEREAS the landscaping completion has been estimated at one hundred two thousand one hundred thirty dollars and forty cents (\$102,130.40) adding 25% for a total of one hundred twenty-seven thousand six hundred sixty-three dollars and zero cents (\$127,663.00); and

WHEREAS developer desires to record the final plat for Ashton Estates Subdivision No. 5 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 **Ashton Estates Subdivision No. 5** 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 ninety-two thousand fifty-seven dollars and ninety-five cents (\$392,057.95);
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 ____ day of _____, 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this ____ day of _____ 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)
ASHTON ESTATES NO. 5 SUBDIVISION

THIS AGREEMENT is made by and between HAYDEN HOMES IDAHO, LLC, (hereinafter "Developer"); whose address is 2464 SW Glacier Place, Suite 110, Redmond, Oregon 97756 and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter "City"); whose address is Post Office Box 13, Kuna, Idaho 83634.

WHEREAS, Developer desires to record its final plat for phase one of the development known as Ashton Estates No. 5 Subdivision, ("Development") located in the City of Kuna; and

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following:
 - a. Approved Landscape Plan for Ashton Estates No. 5 Subdivision and the associated Bid for Landscaping by Power Enterprises, and;

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

2. Cash Deposit. Developer has executed and delivered to City cash or cashier's check to the City's trust account in the aggregate amount of one hundred twenty-seven thousand six hundred sixty-three dollars and zero cents (\$127,663.00), for deposit with City in its accounts (the "Cash Deposit"), which includes:
 - a. The initial City Engineer or Public Works Director's estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the sub-divider's contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;
 - b. To that total, the following additional sums may be added upon the following considerations:
 - i. Three (3) to ten (10) percent for inflation; ten (10) to fifteen (15) percent for the City's bidding disadvantage; and twelve (12) percent to twenty (20) percent for city project management as determined by the City Engineer or Public Works Director.

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

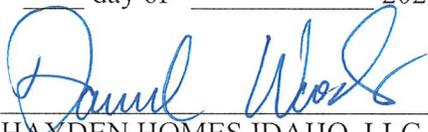
Cash Deposit shall be paid by Developer, including administrative, engineering, legal, labor and materials and other procurement fees and costs.

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

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

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this

____ day of _____ 2023.



HAYDEN HOMES IDAHO, LLC

By David Woods
Controller

City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

Attest:

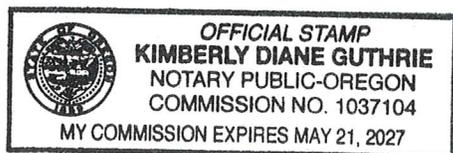
Chris Engels, *City Clerk*

STATE OF ~~IDAHO~~ OREGON)
 : SS
County of ~~Ada~~) Deschutes)

On this 28 day of Sept, 2023, before me _____ personally appeared DAVID WOODS known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same as the controller on behalf of HAYDEN HOMES IDAHO, LLC.

S
E
A
L

Kimberly D. Guthrie
Notary Public for Deschutes
My commission expires on may 21 2027



**RESOLUTION NO. R81-2023
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE “SERVICES AGREEMENT” WITH CRIME STOPPERS OF SOUTHWEST IDAHO, AN IDAHO NON-PROFIT CORPORATION. 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 “Services Agreement” with Crime Stoppers of Southwest Idaho, an Idaho non-profit corporation, in substantially the format as attached hereto as “**EXHIBIT A**”, is hereby approved.

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

PASSED BY THE COUNCIL of Kuna Idaho this 17th day of October, 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this 17th day of October, 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

SERVICES AGREEMENT (CRIME STOPPERS)

This Services Agreement ("Agreement") is made effective this day of _____, 2023 by and between City of Kuna, Idaho, an Idaho municipal corporation ("City"), and Crime Stoppers of Southwest Idaho, an Idaho non-profit corporation.

RECITALS

WHEREAS, Crime Stoppers programs were formed for the purpose of providing crime-solving assistance to law enforcement agencies.

WHEREAS, Crime Stoppers programs worldwide have solved over half a million crimes and recovered over three billion dollars' worth of stolen property and narcotics.

WHEREAS, Crime Stoppers of Southwest Idaho was founded in 1981 and administered by an all-volunteer board of directors.

WHEREAS, Crime Stoppers have assisted law enforcement agencies by providing information on crimes called in to the Crime Stoppers Tip line with information which leads to an arrest.

WHEREAS, City desires to enter an agreement with Crime Stoppers to provide community services and continued assistance to the City of Kuna Police.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. Incorporation of recitals: The above Recitals are a material pan of this Agreement and are incorporated into the Services of this Agreement by reference as though they were fully set forth herein.
2. Effective Date Term: The term of this Agreement is from October 1, 2023 – September 30, 2024.
3. Services: The services to be performed by Crime Stoppers under this Agreement shall be those services identified in Exhibit A attached hereto and incorporated by reference herein.
3. Compensation and Payment: City shall pay to Crime Stoppers **Three Thousand Thirty-two dollars and Seventy cents, (\$3,032.70).**
4. Independent Contractor: At all times during the term of this Agreement, Crime Stoppers shall be an independent contractor and shall not be an employee of the City. The City shall have the right to control Crime Stoppers only insofar as the results of Crime Stoppers' services rendered

pursuant to this Agreement. The City shall not have the right to control the means and methods by which Crime Stoppers accomplishes services rendered hereunder. Crime Stoppers shall indemnify the City against any liability arising out of an allegation or finding that Crime Stoppers is not an independent contractor. Crime Stoppers will be solely responsible for payment of all federal and state taxes, will not be an employee of the City for worker's compensation purposes or any other purposes, and will not have unemployment insurance benefits.

5. Recordkeeping: Crime Stoppers shall prepare and maintain complete and accurate records regarding the performance of services under this Agreement, including, but not limited to, a year year-end report summarizing the number of tips leading to an arrest and a report summarizing the community outreach programs conducted during the term of this Agreement.

6. Indemnification: Crime Stoppers shall agree to indemnify and save and hold harmless City from and for any and all losses, claims, actions, judgment for damages, or injury to persons or property and losses and expenses and other costs including litigation costs and attorney's fees, arising out of, resulting from, or in connection with Crime Stoppers' performance under this Agreement.

7. Equipment, Materials, Supplies: Crime Stoppers shall supply, at Crime Stoppers' sole expense, all equipment, tools, materials, and/or supplies to accomplish the services to be provided under this Agreement.

8. Notice: Communication between the Parties regarding day-to-day matters shall occur via e-mail or telephone. For Clarification on or direction regarding day-to-day matters, the point of contact for the City shall be the Kuna City Clerk's office. All other notices required to be given by either of the Parties shall be in writing and be deemed communicated when personally served, or mailed in the United States mail, addressed as follows:

City of Kuna

Email:

Phone:

Attn:

Crime Stoppers of Southwest Idaho

Email: crimestoppersofswid@gmail.com

Phone: 208-871-2550

Attn: Brii Mason, President

9. Assignment: This Agreement may not be assigned or delegated by either party without prior written consent of the other party.

10. Amendments: This Agreement may be amended only in writing upon mutual agreement of both City and Crime Stoppers.

11. Attorney's Fees: The prevailing party in any claims or disputes arising out of this Agreement shall be entitled to recover reasonable attorney's fees in addition to other relief which a court of competent jurisdiction may award.

12. Governing Law: This Agreement will be construed in accordance with the laws of the State of Idaho. The Parties submit to the jurisdiction of Idaho courts and agree that proper venue for

any suit concerning this Agreement shall be in the Fourth Judicial District of the State of Idaho, in and for Ada County.

13. Entire Agreement: This Agreement constitutes the entire agreement between the Parties relative to the subject matter hereof. Statements or representations of any kind not embodied herein shall be of no force or effect. This Agreement may only be modified in writing.

14. Severability: If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

15. Approval: The City and Crime Stoppers each acknowledge that this Agreement, even though agreed upon by the City's representatives, is not binding upon the City until such time as the Kuna City Council approves this Agreement and authorizes the Mayor to execute this Agreement on behalf of the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

CITY OF KUNA

CRIME STOPPERS OF SOUTHWEST IDAHO

By: Joe Stear, Mayor

By: Brii Mason, President

ATTEST:

Chris Engels, City Clerk

Exhibit A — Scope of Services

Law Enforcement Assistance

- Crime Stoppers will staff and operate a twenty-four (24) hour Telephone Hotline line to take anonymous tips regarding City of Kuna crimes.
- Crime Stoppers will provide a website and mobile application (also known as an “app”) to take anonymous tips regarding City of Kuna crimes.
- Crime Stoppers will provide at least one (1) Police Coordinator who will act as the communication facilitator between citizens, media and law enforcement. Anonymous tips received will be forwarded to the City of Kuna Police Department’s preferred contact for further investigation.
- Crime Stoppers will use social media and their website to actively solicit information from the community only upon request and approval from the City of Kuna Police Department.
- Crime Stoppers will provide five (5) informational signs for the use of the City of Kuna to be hung in their preferred locations, if desired.

Community Outreach

- Crime Stoppers will provide at least one (1) public outreach program to assist and educate City of Kuna’s citizens on crime prevention and reporting.

**RESOLUTION NO. R82-2023
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE AGREEMENT BETWEEN THE CITY OF KUNA (OWNER) AND IDAHO SITE WORKS, LLC (CONTRACTOR) FOR CONSTRUCTION CONTRACT FOR THE PATAGONIA PARK, PHASE II, UNDERGROUND AND HARDSCAPE IMPROVEMENTS FOR THE CITY OF KUNA; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

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

Section 1. The Construction Contract with Idaho Site Works, LLC for the Patagonia Park, Phase II, Underground and Hardscape Improvements, in substantially the format as attached hereto as “ATTACHMENT A”, is hereby approved.

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

PASSED BY THE COUNCIL of Kuna, Idaho this 17th day of October, 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this 17th day of October, 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

ATTACHMENT A

CITY OF KUNA
PATAGONIA PARK, PHASE II
BID PACKAGE 01
UNDERGROUND AND HARDSCAPE IMPROVEMENTS

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

THIS AGREEMENT is by and between City of Kuna (“Owner”) and
Idaho Site Works, LLC (“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: Constructing underground and hardscape improvements, including underground utilities, earthwork, seepage beds, concrete flatwork, parking lot paving, pavement markings, signage, electrical conduit & junction boxes, and irrigations sleeves, as more fully described in the project drawings and specifications.

ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: **Patagonia Park, Phase II, Bid Package 01 – Underground & Hardscape Improvements.**

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 Times: Dates*
A. The Work will be substantially completed on or before May 1, 2024, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before May 21, 2024.
4.03 *Liquidated Damages*
A. 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

CITY OF KUNA
 PATAGONIA PARK, PHASE II
 BID PACKAGE 01
 UNDERGROUND AND HARDSCAPE IMPROVEMENTS

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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 **\$750.00** 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 **\$750.00** 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: \$ Seven Hundred Eighty-Four Thousand, Three Hundred Seventy-Eight Dollars and Zero Cents (\$784,378.00).

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

CITY OF KUNA
 PATAGONIA PARK, PHASE II
 BID PACKAGE 01
 UNDERGROUND AND HARDSCAPE IMPROVEMENTS

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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.

CITY OF KUNA
 PATAGONIA PARK, PHASE II
 BID PACKAGE 01
 UNDERGROUND AND HARDSCAPE IMPROVEMENTS

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- 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.
- 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 23 sheets with each sheet bearing the following general title: **Patagonia Park, Phase II**.
 - 8. Addenda (numbers 1 to 1, inclusive).
 - 9. Exhibits to this Agreement (enumerated as follows):
 - a. Exhibit 1 - Contractor's Bid.
 - 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.

CITY OF KUNA
 PATAGONIA PARK, PHASE II
 BID PACKAGE 01
 UNDERGROUND AND HARDSCAPE IMPROVEMENTS

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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.

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

CITY OF KUNA
PATAGONIA PARK, PHASE II
BID PACKAGE 01
UNDERGROUND AND HARDSCAPE IMPROVEMENTS

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- 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 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 _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

By: _____

By: jordan koyle

Title: _____

Title: President

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

Attest: _____

Attest: _____

Title: _____

Title: _____

Address for giving notices:

Address for giving notices:

1123 12th Ave Rd # 408 Nampa, ID 83686

License No.: rce-41431 or IDPW: 044801
(where applicable)

END OF 00 50 00

CITY OF KUNA
PATAGONIA PARK, PHASE II
BID PACKAGE 01
UNDERGROUND AND HARDSCAPE IMPROVEMENTS

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- 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.

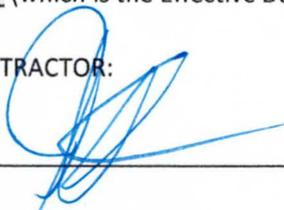
9.06 Other Provisions

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJDC® 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 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 _____ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:


By: _____

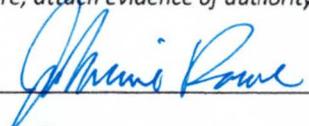
By: Jordan Koyle

Title: _____

Title: President

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

Attest: _____

Attest: 

Title: _____

Title: Project Engineer

Address for giving notices:

Address for giving notices:
1123 12th Ave Rd # 408 Nampa, ID 83686

License No.: rce-41431 or IDPW: 044801
(where applicable)

END OF 00 50 00

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EXHIBIT 1 - CONTRACTORS BID

CITY OF KUNA
PATAGONIA PARK, PHASE II
BID PACKAGE 01
UNDERGROUND AND HARDSCAPE IMPROVEMENTS

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00 41 13 - BID FORM

CITY OF KUNA

~~ORCHARD & AVALON PEDESTRIAN PATHWAY~~

PATAGONIA PARK PHASE II
UNDERGROUND & HARDSCAPE
IMPROVEMENTS

TC

ARTICLE 1 – BID RECIPIENT

1.01 This Bid is submitted to:

City of Kuna City Hall

751 W. 4th St.

Kuna, Idaho 83634

ATTN: Chris Engels & Bobby Withrow

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

ARTICLE 3 – BIDDER’S REPRESENTATIONS

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
1	09/15/2023
_____	_____
_____	_____
_____	_____

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

CITY OF KUNA
 PATAGONIA PARK, PHASE II
 BID PACKAGE 01
 UNDERGROUND AND HARDSCAPE IMPROVEMENTS

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- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- 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 any thing 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

CITY OF KUNA
 PATAGONIA PARK, PHASE II
 BID PACKAGE 01
 UNDERGROUND AND HARDSCAPE IMPROVEMENTS

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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.

ARTICLE 5 – BASIS OF BID

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

Single Lump Sum for Bid Package 01 – Underground & Hardscape Improvements	\$ 784,378.00
--	----------------------

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.: IDPW: 044801

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.

CITY OF KUNA
PATAGONIA PARK, PHASE II
BID PACKAGE 01
UNDERGROUND AND HARDSCAPE IMPROVEMENTS

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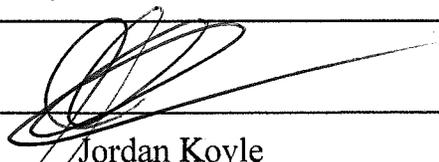
ARTICLE 9 – BID SUBMITTAL

BIDDER:

Idaho Site Works, LLC

By:

[Signature]



[Printed name]

Jordan Koyle

(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]

Jordan Pieksma

Title:

Estimator

Submittal Date:

09/21/2023

Address for giving notices:

1 1 23 1 2th Ave. Rd. # 408

Nampa, ID 83686

Telephone Number:

208- 41 2-01 73

Fax Number:

888-302-7705

Contact Name and e-mail address:

Jordan Koyle

jordan@idahositeworks.com

Bidder's License No.:

RCE - 41431

(where applicable)

END OF 00 41 13



Brad Little
Governor

State of Idaho
Division of Occupational and Professional Licenses
PUBLIC WORKS CONTRACTORS LICENSING
CONTRACTOR

044801 - AAA - 4
License Number

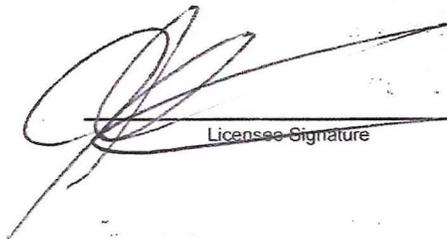
11/12/2020
Original License Issued

Categories: 02765, 02740, 02935, 02900, 18700, 02810, 02850, 02855, 03300, 03900, 01550, 02220, 02240, 02110, 02318, 02660, 02115, 02230, 02910, 02500

This is to certify that
IDAHO SITE WORKS LLC

has fulfilled the requirements of the law relating to licensing in Idaho Code, Title 54, Chapter 19 & 45
and is hereby granted this certificate.

This license expires: 08/31/2024



Licensee Signature



Russell Barron, Administrator

CITY OF KUNA
PATAGONIA PARK, PHASE II
BID PACKAGE 01
UNDERGROUND AND HARDSCAPE IMPROVEMENTS

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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):

Idaho Site Works, LLC
1123 12th Avenue Road #408
Nampa, ID 83686

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

The Gray Insurance Company
1225 West Causeway Approach
Mandeville, LA 70471

OWNER (Name and Address):

City of Kuna
751 W. 4th Street
Kuna, ID 83634

BID

Bid Due Date: 09/21/2023

Description (Project Name— Include Location): Patagonia Park, Phase II
Bid Package 01 - Underground and Hardscape Improvements
Project No. 222223

BOND

Bond Number: N/A - Bid Bond

Date: 09/18/2023

Penal sum	Five Percent of the Total 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

Idaho Site Works, LLC (Seal)
Bidder's Name and Corporate Seal

SURETY

The Gray Insurance Company (Seal)
Surety's Name and Corporate Seal



By: _____
Signature

Jonathan Koyle
Print Name

Estimator
Title

By: _____
Signature (Attach Power of Attorney)

Albert Melendez
Print Name

Attorney-in-Fact
Title

Attest: _____
Signature

Estimator
Title

Attest: _____
Signature

Jonathan Batin, Witness
Title

CITY OF KUNA
PATAGONIA PARK, PHASE II
BID PACKAGE 01
UNDERGROUND AND HARDSCAPE IMPROVEMENTS

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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

CITY OF KUNA
PATAGONIA PARK, PHASE II
BID PACKAGE 01
UNDERGROUND AND HARDSCAPE IMPROVEMENTS

222223

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)
County of Orange)
On SEP 18 2023 before me, Melissa A. Lopez, Notary Public
Date Here Insert Name and Title of the Officer
personally appeared Albert Melendez
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Melissa Lopez*
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____
 Corporate Officer — Title(s): _____ Corporate Officer — Title(s): _____
 Partner — Limited General Partner — Limited General
 Individual Attorney in Fact Individual Attorney in Fact
 Trustee Guardian or Conservator Trustee Guardian or Conservator
 Other: _____ Other: _____
Signer Is Representing: _____ Signer Is Representing: _____

Performance Bonding
09/05/2023 1:54 466092010096

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: N/A - Bid Bond **Principal:** Idaho Site Works, LLC

Project: Patagonia Park, Phase II; Bid Package 01 - Underground and Hardscape Improvements, Project No. 222223

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Melissa Lopez, Jennifer Anaya, Joaquin Perez, Albert Melendez, Chrisina Rogers, and Erik Johansson of Tustin, California jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

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

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

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No 92653
Orleans Parish, Louisiana

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 18th day of September, 2023.

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 18th day of September, 2023.



CITY OF KUNA
PATAGONIA PARK, PHASE II
BID PACKAGE 01
UNDERGROUND AND HARDSCAPE IMPROVEMENTS

Bond No. GSM32637
Premium Included in Cost
of the Performance Bond

222223

00 61 13.16 - PAYMENT BOND

CONTRACTOR (name and address):

Idaho Site Works, LLC
1123 12th Avenue Road #408
Nampa, ID 83686

SURETY (name and address of principal place of business):

The Gray Insurance Company
1225 West Causeway Approach,
Mandeville, LA 70471

OWNER (name and address): City of Kuna
751 West 4th Street,
Kuna, ID 83634

CONSTRUCTION CONTRACT

Effective Date of the Agreement:

Amount: Seven Hundred Eighty Four Thousand Three Hundred Seventy Eight and 00/100 Dollars (\$784,378.00)

Description (name and location):

Patagonia Park, Phase II; Bid Package 01 - Underground and Hardscape Improvements, Project No. 222223

BOND

Bond Number: GSM32637

Date (not earlier than the Effective Date of the Agreement of the Construction Contract): September 29th, 2023

Amount: Seven Hundred Eighty Four Thousand Three Hundred Seventy Eight and 00/100 Dollars (\$784,378.00)

Modifications to this Bond Form: None See Paragraph 18

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

CONTRACTOR AS PRINCIPAL

SURETY

Idaho Site Works, LLC (seal)

Contractor's Name and Corporate Seal

The Gray Insurance Company (seal)

Surety's Name and Corporate Seal

By: _____

Signature

By: Christina Rogers

Signature (attach power of attorney)

Jordan Hoyle
Print Name

Christina Rogers
Print Name

Project Engineer
Title

Attorney-in-Fact
Title

Attest: John Rome
Signature

Attest: Christopher Giovanniello
Signature

Project Engineer
Title

Christopher Giovanniello, Witness
Title



Notes: (1) Provide supplemental execution by any additional parties, such as joint venturers. (2) Any singular reference to Contractor, Surety, Owner, or other party shall be considered plural where applicable.

CITY OF KUNA
 PATAGONIA PARK, PHASE II
 BID PACKAGE 01
 UNDERGROUND AND HARDSCAPE IMPROVEMENTS

222223

1. The Contractor and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to the Owner to pay for labor, materials, and equipment furnished for use in the performance of the Construction Contract, which is incorporated herein by reference, subject to the following terms.
2. If the Contractor promptly makes payment of all sums due to Claimants, and defends, indemnifies, and holds harmless the Owner from claims, demands, liens, or suits by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, then the Surety and the Contractor shall have no obligation under this Bond.
3. If there is no Owner Default under the Construction Contract, the Surety's obligation to the Owner under this Bond shall arise after the Owner has promptly notified the Contractor and the Surety (at the address described in Paragraph 13) of claims, demands, liens, or suits against the Owner or the Owner's property by any person or entity seeking payment for labor, materials, or equipment furnished for use in the performance of the Construction Contract, and tendered defense of such claims, demands, liens, or suits to the Contractor and the Surety.
4. When the Owner has satisfied the conditions in Paragraph 3, the Surety shall promptly and at the Surety's expense defend, indemnify, and hold harmless the Owner against a duly tendered claim, demand, lien, or suit.
5. The Surety's obligations to a Claimant under this Bond shall arise after the following:
 - 5.1 Claimants who do not have a direct contract with the Contractor,
 - 5.1.1 have furnished a written notice of non-payment to the Contractor, stating with substantial accuracy the amount claimed and the name of the party to whom the materials were, or equipment was, furnished or supplied or for whom the labor was done or performed, within ninety (90) days after having last performed labor or last furnished materials or equipment included in the Claim; and
 - 5.1.2 have sent a Claim to the Surety (at the address described in Paragraph 13).
 - 5.2 Claimants who are employed by or have a direct contract with the Contractor have sent a Claim to the Surety (at the address described in Paragraph 13).
6. If a notice of non-payment required by Paragraph 5.1.1 is given by the Owner to the Contractor, that is sufficient to satisfy a Claimant's obligation to furnish a written notice of non-payment under Paragraph 5.1.1.
7. When a Claimant has satisfied the conditions of Paragraph 5.1 or 5.2, whichever is applicable, the Surety shall promptly and at the Surety's expense take the following actions:
 - 7.1 Send an answer to the Claimant, with a copy to the Owner, within sixty (60) days after receipt of the Claim, stating the amounts that are undisputed and the basis for challenging any amounts that are disputed; and
 - 7.2 Pay or arrange for payment of any undisputed amounts.
 - 7.3 The Surety's failure to discharge its obligations under Paragraph 7.1 or 7.2 shall not be deemed to constitute a waiver of defenses the Surety or Contractor may have or acquire as to a Claim, except as to undisputed amounts for which the Surety and Claimant have reached agreement. If, however, the Surety fails to discharge its obligations under Paragraph 7.1 or 7.2, the Surety shall indemnify the Claimant for the reasonable attorney's fees the Claimant incurs thereafter to recover any sums found to be due and owing to the Claimant.
8. The Surety's total obligation shall not exceed the amount of this Bond, plus the amount of reasonable attorney's fees provided under Paragraph 7.3, and the amount of this Bond shall be credited for any payments made in good faith by the Surety.
9. Amounts owed by the Owner to the Contractor under the Construction Contract shall be used for the performance of the Construction Contract and to satisfy claims, if any, under any construction performance bond. By the Contractor furnishing and the Owner accepting this Bond, they agree that all funds earned by the Contractor in the performance of the Construction Contract are dedicated to satisfy obligations of the Contractor and Surety under this Bond, subject to the Owner's priority to use the funds for the completion of the work.
10. The Surety shall not be liable to the Owner, Claimants, or others for obligations of the Contractor that are unrelated to the Construction Contract. The Owner shall not be liable for the payment of any costs or expenses of any Claimant under this Bond, and shall have under this Bond no obligation to make payments to or give notice on behalf of Claimants, or otherwise have any obligations to Claimants under this Bond.
11. The Surety hereby waives notice of any change, including changes of time, to the Construction

CITY OF KUNA
 PATAGONIA PARK, PHASE II
 BID PACKAGE 01
 UNDERGROUND AND HARDSCAPE IMPROVEMENTS

222223

Contract or to related subcontracts, purchase orders, and other obligations.

12. No suit or action shall be commenced by a Claimant under this Bond other than in a court of competent jurisdiction in the state in which the project that is the subject of the Construction Contract is located or after the expiration of one year from the date (1) on which the Claimant sent a Claim to the Surety pursuant to Paragraph 5.1.2 or 5.2, or (2) on which the last labor or service was performed by anyone or the last materials or equipment were furnished by anyone under the Construction Contract, whichever of (1) or (2) first occurs. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
13. Notice and Claims to the Surety, the Owner, or the Contractor shall be mailed or delivered to the address shown on the page on which their signature appears. Actual receipt of notice or Claims, however accomplished, shall be sufficient compliance as of the date received.
14. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the construction was to be performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
15. Upon requests by any person or entity appearing to be a potential beneficiary of this Bond, the Contractor and Owner shall promptly furnish a copy of this Bond or shall permit a copy to be made.
16. **Definitions**
 - 16.1 **Claim:** A written statement by the Claimant including at a minimum:
 1. The name of the Claimant;
 2. The name of the person for whom the labor was done, or materials or equipment furnished;
 3. A copy of the agreement or purchase order pursuant to which labor, materials, or equipment was furnished for use in the performance of the Construction Contract;
 4. A brief description of the labor, materials, or equipment furnished;
 5. The date on which the Claimant last performed labor or last furnished

materials or equipment for use in the performance of the Construction Contract;

6. The total amount earned by the Claimant for labor, materials, or equipment furnished as of the date of the Claim;
 7. The total amount of previous payments received by the Claimant; and
 8. The total amount due and unpaid to the Claimant for labor, materials, or equipment furnished as of the date of the Claim.
- 16.2 **Claimant:** An individual or entity having a direct contract with the Contractor or with a subcontractor of the Contractor to furnish labor, materials, or equipment for use in the performance of the Construction Contract. The term Claimant also includes any individual or entity that has rightfully asserted a claim under an applicable mechanic's lien or similar statute against the real property upon which the Project is located. The intent of this Bond shall be to include without limitation in the terms of "labor, materials, or equipment" that part of the water, gas, power, light, heat, oil, gasoline, telephone service, or rental equipment used in the Construction Contract, architectural and engineering services required for performance of the work of the Contractor and the Contractor's subcontractors, and all other items for which a mechanic's lien may be asserted in the jurisdiction where the labor, materials, or equipment were furnished.
 - 16.3 **Construction Contract:** The agreement between the Owner and Contractor identified on the cover page, including all Contract Documents and all changes made to the agreement and the Contract Documents.
 - 16.4 **Owner Default:** Failure of the Owner, which has not been remedied or waived, to pay the Contractor as required under the Construction Contract or to perform and complete or comply with the other material terms of the Construction Contract.
 - 16.5 **Contract Documents:** All the documents that comprise the agreement between the Owner and Contractor.
17. If this Bond is issued for an agreement between a contractor and subcontractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

CITY OF KUNA
PATAGONIA PARK, PHASE II
BID PACKAGE 01
UNDERGROUND AND HARDSCAPE IMPROVEMENTS

222223

18. Modifications to this Bond are as follows: N/A

END OF 00 61 13.16

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

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

State of California)

County of Orange)

On SEP 29 2023 before me, Melissa A. Lopez, Notary Public,

Date Here Insert Name and Title of the Officer

personally appeared Christina Rogers

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature *Melissa Lopez*

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

**THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY**

GENERAL POWER OF ATTORNEY

Bond Number: GSM32637 **Principal:** Idaho Site Works, LLC
Project: Patagonia Park, Phase II; Bid Package 01 - Underground and Hardscape Improvements, Project No. 222223

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: **Melissa Lopez, Jennifer Anaya, Joaquin Perez, Albert Melendez, Chrisina Rogers, and Erik Johansson of Tustin, California jointly and severally** on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

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

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

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 4th day of November, 2022.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana
ss:

Parish of Jefferson
On this 4th day of November, 2022, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 29th day of September, 2023.

Mark Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 29th day of September, 2023.

Leigh Anne Henican



**RESOLUTION NO. R83-2023
CITY OF KUNA, IDAHO**

THE KUNA MUNICIPAL IRRIGATION SYSTEM POLICIES

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO:

- **MAKING CERTAIN FINDINGS OF AUTHORITY AND PURPOSE; AND**
- **ESTABLISHING THE KUNA MUNICIPAL IRRIGATION SYSTEM POLICIES WHICH INCLUDE:**
- **ESTABLISHING THE KUNA MUNICIPAL IRRIGATION SYSTEM CONNECTION, SERVICE, AND IRRIGATION SUPPLY FEES POLICY; AND**
- **ESTABLISHING THE KUNA MUNICIPAL IRRIGATION SYSTEM UNIFORM IRRIGATION WATER SUPPLY ASSESSMENT METHOD POLICY; AND**
- **ESTABLISHING THE KUNA MUNICIPAL IRRIGATION SYSTEM CUSTOMER BILLING AND PAYMENT POLICY; AND**
- **ESTABLISHING THE KUNA MUNICIPAL IRRIGATION SYSTEM CUSTOMER SERVICE CHARGES POLICY; AND**
- **ESTABLISHING THE KUNA MUNICIPAL IRRIGATION SYSTEM LOT AND PARCEL WATER ALLOTMENT POLICY; AND**
- **ESTABLISHING THE KUNA MUNICIPAL IRRIGATION SYSTEM IRRIGATION WATER USE AND ENFORCEMENT POLICY; AND**
- **REPEALING PRIOR CITY AND/OR KUNA MUNICIPAL IRRIGATION SYSTEM RESOLUTIONS R81-2022; AND**
- **PROVIDING A SEVERABILITY CLAUSE; AND**
- **PROVIDING AN EFFECTIVE DATE.**

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KUNA, AS FOLLOWS:

SECTION 1: AUTHORITY AND PURPOSE: The following set forth the authority and purposes of the City Council for the establishment of the Kuna Municipal Irrigation System Fees and Policies as provided in this Resolution:

- 1.1** The City of Kuna, has established, pursuant to chapter 18 of title 50 Idaho Code, a Kuna Municipal Irrigation System and has established boundaries within the City within which the City will supply and deliver irrigation water; and
- 1.2** The City of Kuna, is authorized by Idaho Code Section 50-1801 to acquire by purchase, contract, eminent domain or otherwise to operate, maintain, construct, improve, enlarge and extend an irrigation system which includes canals, ditches, conduits and rights of way for

ditches, canals, and conduits for the use of the City in supplying irrigation water to and distributing the same throughout the City; and

- 1.3** The City of Kuna is authorized by Idaho Code Section 50-1802 to regulate, control and supervise the distribution of all water used by the city inhabitants for irrigation purposes; and
- 1.4** The City of Kuna is authorized by Idaho Code Section 50-1806 to defray the expense of conveying, controlling, distributing and apportioning of the system's irrigation water, and the city may assess and apportion the cost thereof against the several water user or landowners using the same, according to the length of time each user or landowner may use such water, and to collect such money and keep it in a separate fund to be known as the "Irrigation Fund" of the city for the purpose of paying such expense, including the assessment of irrigation district, canal or irrigation companies providing the irrigation water.
- 1.5** The Mayor and City Council are required by Idaho Code Section 50-1807 to *"...,on or before the second Wednesday of February of each year, meet and make an estimate of the necessary funds for the expenses of maintaining, operating, improving, extending and enlarging said city irrigation system for the current fiscal year. Said estimate shall also include a reasonable sum not to exceed ten percent (10%) of the total estimate for anticipated unpaid and delinquent taxes and such sum as may be necessary to retire outstanding warrants, indebtedness, sinking funds, bonds and interest of a city irrigation system, and shall spread the same upon their minutes and shall thereupon apportion to each lot, piece or parcel of land within the boundaries of such irrigation system in proportion to the benefits received by such lot, piece or parcel of land growing out of the maintenance and operation of such irrigation system...."*
- 1.6** Section 7-8-5 of the Kuna City Code authorizes the City of Kuna, Idaho to charge connection

fees set forth in a rate schedule adopted by the City Council as a condition for connection to the Kuna Municipal Irrigation System; and

- 1.7** The Kuna City Council’s intention and purpose for establishing these policies, is to assure that the City’s General Fund does not pay for any extension, enlargement, up keep, maintenance or assessments due to irrigation districts and or canal or irrigation companies in the administration of the Kuna Municipal Irrigation System; and
- 1.8** The City Council in order to exercise its authority and perform its responsibilities, in the administration of the Kuna Municipal Irrigation System, does hereby establish the Kuna Municipal Irrigation System fees, charges, assessments, billing, capital improvement fund, gravity flow to pressurized irrigation, water allotment, and use policies as herein provided.

SECTION 2: KUNA MUNICIPAL IRRIGATION SYSTEM FEES POLICY: The following are the Kuna Municipal Irrigation System Fees Policy:

- 2.1. Connection Fees:** Connection to the Kuna Municipal Irrigation System shall be determined as follows:

- 2.1.1 Irrigation Connection Fees Residential:** Residential connection to the Kuna Municipal Irrigation System fees are as follows:

- 2.1.1.1 Irrigation Main Connection Fee:** Each residential property to be connected to a System pressurized irrigation main shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation trunk mains to serve the property. The amount of said fee shall be a minimum one thousand three hundred and seventy dollars and no cents (\$1,370.00) for each lot or parcel up to ten thousand (10,000) square feet in total area plus eight and nine tenths of a cent (\$0.089) per square foot for area exceeding ten thousand (10,000) square feet.

2.1.1.2 Irrigation Pressurized Supply Connection Fee: Each residential property to be connected to a System pressurized irrigation pump station shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation pump stations to serve the property. The amount of said fee shall be a minimum one thousand one hundred and fifty dollars and no cents (\$1,150.00) for each lot or parcel up to ten thousand (10,000) square feet in total area plus twelve and nine tenths of a cent (\$0.129) per square foot for area exceeding ten thousand (10,000) square feet.

2.1.2 Irrigation Connection Fees Commercial: Commercial connection to the Kuna Municipal Irrigation System fees are as follows:

2.1.2.1 Irrigation Main Connection Fees: Each commercial property to be connected to a System pressurized irrigation main shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation trunk mains to serve the property. The amount of said fee shall be a minimum one thousand three hundred and seventy dollars and no cents (\$1,370.00) for each lot or parcel up to seven thousand (7,000) square feet in total landscaped area plus eight and nine tenths of a cent (\$0.089) per square foot for landscaped area exceeding seven thousand (7,000) square feet.

2.1.2.2 Irrigation Pressurized Supply Connection Fee: Each commercial property to be connected to a System pressurized irrigation main shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation pump stations to serve the property. The amount of said fee shall be a minimum one thousand one hundred and fifty dollars and no cents (\$1,150.00) for each lot or parcel up to seven thousand (7,000) square feet in total landscaped area plus twelve and nine tenths of a cent (\$0.129) per square foot for landscaped area exceeding seven thousand (7,000) square feet.

2.1.3 Irrigation Connection Fees Homeowners Associations: Homeowners connection to the Kuna Municipal Irrigation System fees are as follows:

2.1.3.1 Irrigation Main Connection Fee: Each Homeowners Association property to be connected to a System pressurized irrigation main shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation trunk mains to serve the property. The amount of said fee shall be a minimum one thousand three hundred and seventy dollars and no cents (\$1,370.00) for each lot or parcel up to forty thousand (40,000) square feet in total area plus eight and nine tenths of a cent (\$0.089) per square foot for landscaped area exceeding forty thousand (40,000) square feet.

2.1.3.2 Irrigation Pressurized Supply Connection Fee: Each Homeowners Association property to be connected to a System pressurized irrigation main shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation pump stations to serve the property. The amount of said fee shall be a minimum one thousand one hundred and fifty dollars and no cents (\$1,150.00) for each lot or parcel up to forty thousand (40,000) square feet in total area plus twelve and nine tenths of a cent (\$0.129) per square foot for landscaped area exceeding forty thousand (40,000) square feet.

2.1.4 Previous Connections: In instances where an improvement on a property has previously been connected to the pressurized irrigation system and complied with the connection fee(s) in force at the time of connection, the above fees do not apply. If, however, the connection involves an increase in demand on the system, then the connection is subject to these fees for the amount of the increase only.

2.1.5 Conversion to Pressure Irrigation: In instances where a parcel was annexed into the corporate limits of the City of Kuna prior to January 1, 1998, was not annexed and connected into the pressurized system of the Kuna Municipal Irrigation System, and subsequently desires to connect to the pressurized system, the applicable connection fees are 50% of the full amount chargeable per Sections 2.1.1 through 2.1.3 above. After January 1, 2024, the connection fees shall return to the full.

2.1.6 Connection Fee Financing Arrangements: Property owners desiring to connect to the City's Irrigation System under terms of Section 2.1.5 and Section 6 above are permitted to execute a note for the applicable connection fees up to the full amount for said fees amortized over twelve years at four percent (4%) interest and payable monthly on the utility bill. The Mayor is authorized to execute the note on behalf of the City and revenues (with interest collected) are to be credited to the same accounts to which the fees would have been credited if not amortized. Only connection fees are approved for amortization for the amount chargeable per Sections 2.1.1 through 2.1.3 above.

2.2 Kuna Municipal Irrigation System Service Lines and Connection Fees and Charges:

Kuna Municipal Irrigation System Service Line Connecting Fees and Charges are as follows:

2.2.1 Connection Services: Each irrigation service line provided at the expense of the City shall be assessed for completing services and connections in accordance with the following schedule:

1"	Service	\$ 223/ea
1 1/2"	Service	\$ 279/ea
2"	Service	\$ 334/ea
3" & larger	Service	Time & Material
1/2 Street Asphalt Patch		See Resolution R01-2020A
Full Street Asphalt Patch		See Resolution R01-2020A

2.2.2 Short Notice Line Location Charges: The City of Kuna, as required by law, participates in the Dig Line system. Forty-Eight (48) hours notification is required

prior to excavation by any party. Line locations without forty-eight (48) hours' notice will be billed to the requesting party at the rate fifty dollars and no cents (\$50.00) per request. There will be no charge for line locations during times of individual hazard or public emergency.

2.2.3 Re-connect Fee: A re-connect fee of fifteen dollars and no cents (\$15.00), if performed during normal work hours or fifty dollars and no cents (\$50.00) if performed after normal work hours, which shall be paid prior to the account being reconnected, or as subsequently adopted by resolution of City Council, shall be charged to any account to reconnect service following disconnection for non-payment or for any other reason not in the discretion of the City of Kuna or its agents. This fee shall be applied separately for each request and must be paid before reconnection can occur.

2.2.4 Tampering Fee: A tampering fee of one hundred dollars and no cents (\$100.00), or as subsequently adopted by resolution of City Council, shall be charged to any account reconnecting service without authorization following disconnection for non-payment of assessments. This fee shall be applied separately for each unauthorized reconnection and must be paid before reconnection can occur.

2.2.5 Unauthorized Connection Fee: In the event a parcel connects to the pressurized irrigation system without authorization, meaning without having paid connection fees and receiving explicit approval to connect, it shall be presumed that the parcel owner has petitioned to connect, but without authorization. The City may collect a tampering fee as provided in Section 2.2.4 and disconnect the parcel from service, or collect full payment of connection fees and commence billing monthly assessment charges, or commence charging monthly amortization of the connection fees as provided in Section 2.1.6 and commence billing monthly assessment charges. In the event the parcel does not have a water right for use of the water, and one cannot be provided, the only option available is to collect a tampering fee and disconnect the parcel from service.

SECTION 3: KUNA MUNICIPAL IRRIGATION SYSTEM ASSESSMENT METHOD POLICIES: The following are the Assessment Method Policies for the Kuna Municipal Irrigation System:

3.1 Kuna Municipal Irrigation System Uniform Irrigation Water Supply Assessment Method and Payment Policy: The following is the Kuna Municipal Irrigation System Uniform Irrigation Water Supply Assessment Method and Payment Policy which establishes a uniform method of the determination and allocation of assessments for the delivery of Kuna Municipal Irrigation System irrigation water, as follows:

3.1.1 Pressurized Irrigation Service Assessments: Each parcel or lot receiving pressurized irrigation service shall receive an annual assessment, consisting of the sum of three components, which are defined and computed as follows:

3.1.1.1 Assessment Expense: All accounts shall be assessed six dollars and no cents (\$6.00) per account to defray the cost of preparing, mailing and collecting the assessment.

3.1.1.2 Base Assessment: Each parcel or lot shall be assessed at the rate of sixty dollars and no cents (\$60.00) per acre, but with a minimum assessment per account of fifty-eight dollars and no cents (\$58.00). This component of the total assessment is largely to defray the cost of water rental charged by the underlying irrigation district, with any amounts remaining to contribute to capital replacement and maintenance costs.

3.1.1.3 Operations Assessment: Any properties with pressure irrigation service shall be assessed annually sixty-seven dollars and no cents (\$67.00) per account for a property up to ten thousand (10,000) square feet in total area. The added assessment for accounts larger than ten thousand (10,000) square feet shall be five dollars and no cents (\$5.00) per thousand (1,000) square feet for the portion of the property exceeding ten thousand (10,000)

square feet in area.

3.1.2 Gravity Irrigation Service Assessment: Each parcel or lot receiving gravity irrigation service from the Kuna Municipal Irrigation System shall receive an annual assessment, consisting of the sum of three components, which are defined and computed as follows:

3.1.2.1 Assessment Expense: All accounts shall be assessed six dollars and no cents (\$6.00) per account to defray the cost of preparing, mailing and collecting the assessment.

3.1.2.2 Base Assessment: Each parcel or lot shall be assessed at the rate of sixty dollars and no cents (\$60.00) per acre, but with a minimum assessment per account of twenty-five dollars and no cents (\$25.00). This component of the total assessment is largely to defray the cost of water rental charged by the underlying irrigation district, with any amounts remaining to contribute to capital replacement and maintenance costs.

3.1.2.3 Operations Assessment: Any properties with gravity irrigation service shall be assessed at the rate of nineteen dollars and no cents (\$19.00) per account for a property less than one acre in total area. The added assessment for residential accounts one acre and larger shall be five dollars and no cents (\$5.00) per acre for the portion of the property exceeding one acre in area.

3.1.3 Potable Water Irrigation (Special Cases) Assessments and Fees Policy: The following is the Kuna Municipal Irrigation System Potable Water Irrigation (Special Cases) Assessments and Fees Policy: Properties which have constructed pressurized irrigation facilities, which are intended to be connected in the future to the City's pressurized irrigation system, but which have not yet completed the connection, and which currently receive their irrigation supply from the City's potable system, shall be billed as a potable water account and assessed a Kuna Municipal Irrigation System assessment expense and a base assessment but will not be assessed as an operations

assessment. At such time as the connection to the pressurized irrigation system is completed, the property shall be converted to an assessed irrigation account.

- 3.1.4 Partial Year Assessment:** For purposes of calculating partial year assessments, the irrigation season is presumed to be April 10th to October 10th. For initial connections made during the course of the irrigation season (such as properties newly annexed into the Kuna Municipal Irrigation System), the new connection shall pay the full Base Assessment, the full Assessment Expense and a prorated Operations Assessment based on the portion of the irrigation season remaining. Partial year assessments are due and payable at the time of building permit issuance, and in instances where a building permit is not being issued, at or before the time of connection.
- 3.1.5 Full Year Assessment:** Initial connections made before the commencement of the irrigation season (before April 10th) but after adoption of the annual assessment roll, shall be assessed the full annual irrigation assessment, prior to delivery of irrigation water, as if included in the annual assessment roll, less any vacant lot assessments that have been paid.
- 3.1.6 Dual Assessment:** In the event a parcel receives an assessment from the Kuna Municipal Irrigation System, and also receives and pays an assessment from the property's underlying irrigation district for the same irrigation season, the amount paid to the irrigation district the parcel is within, shall be credited to the account with the Kuna Municipal Irrigation System. This policy presumes the city does not receive an assessment from the underlying irrigation district for the same parcel.
- 3.1.7 Vacant Lot Assessment:** A non-irrigated parcel of one acre or less in area which has access to pressure irrigation and which is eligible for a building permit for either residential or commercial purposes, but which has not yet exercised that right at the time of assessment, shall be assessed twenty-seven dollars and fifty cents (\$27.50) per buildable parcel. Vacant lots larger than one acre in size are assessed as a gravity irrigation lot. In the event a building permit is obtained on said parcel after the time of assessment, but before the end of the irrigation season, said parcel shall be treated

as a “partial year” or “full year” assessment, as defined above, with credit given for the vacant lot assessment already paid.

3.1.8 Assessments Due: Assessments are due and payable on April 1st or the first business day thereafter.

3.2 Board of Correction: Be it further resolved that the Board of Correction to hear protests to aforesaid assessments, and as deemed appropriate, to correct the same, shall meet March 5, 2024 at 5:30 P.M. at the Kuna City Hall, 751 W. 4th Street, Kuna, Idaho, and continue as long thereafter as may be necessary to conduct the business of the Board. The Board of Correction shall receive protests as to issues of fact in setting assessments, shall correct assessments to conform to the facts and shall conclude the process by confirming the corrected assessment roll. A protestant unable to attend the meeting of the Board may submit a protest in writing any time up to 3:00 P.M. February 29, 2024.

SECTION 4: KUNA MUNICIPAL IRRIGATION SYSTEM CUSTOMER BILLING AND PAYMENT POLICY: The following is the Kuna Municipal Irrigation System Customer Billing and Payment Policy:

4.1 Annual Billings: All irrigation accounts which do not also have a potable water account shall be billed annually, with courtesy reminders until paid, and be subject to shut-off of the irrigation service if payment is delinquent as provided in Idaho Code 50-1807.

4.2 Monthly Billings: Each residential or commercial property that is served by potable water that also has a Kuna Municipal Irrigation System account shall be billed for the annual irrigation assessment, as part of their municipal utilities billing statement, in equal monthly installments until paid in full, and be subject to shut-off of the potable water service in addition to other statutory remedies if the monthly payments are delinquent as provided in Kuna City Code.

4.3 Opt Out Provision: A Kuna Municipal Irrigation System irrigation account holder may opt out of the monthly billing program at their option, and choose to pay the annual

irrigation assessment in a lump sum payment due as provided for in Title 50, Section 18, Idaho Code. The City shall cause a notice to be mailed out to all Kuna Municipal Irrigation System/potable water account holders informing them of their option of opting out of the monthly billing program and providing the address to inform the city of the same.

- 4.4 Monthly Rates:** The monthly installments for payment of the 2024 annual irrigation assessment shall be nine (9) equal installments. After retirement of the 2023 annual irrigation assessment, the monthly installments shall end until re-started by the 2024 annual irrigation assessment resolution.
- 4.5 New Service Accounts:** Requests to subdivide an account into additional accounts or aggregate existing accounts under single ownership, into fewer accounts, may be made by application in person at Kuna City Hall between 8:00 a.m. and 5:00 p.m. during normal workdays. Customers will be billed five dollars and no cents (\$5.00) for each account added or reduced, payable at the time of the request. Adjustments in assessments during irrigation season, to the benefit or to the expense of the resulting accounts, shall be treated as “Partial Year Assessments” and prorated from the date of the request. Adjustments to the expense of an account shall be payable at the date of request and adjustments to the credit of an account shall be processed as an account payable in conformance with city procedures.
- 4.6 Delinquencies:** All delinquent accounts shall be processed in accordance with the provisions of Idaho State Code.

SECTION 5: KUNA MUNICIPAL IRRIGATION SYSTEM CAPITAL IMPROVEMENTS

FUND POLICY: The following is the Kuna Municipal Irrigation System Capital Improvements Fund Policy:

- 5.1** All funds collected from connection fees (Irrigation Main, Pressurized Supply Connection fees) shall be deposited in the Kuna Municipal Irrigation System Fund and may be used only for initial construction, reimbursements according to adopted policies or replacement of Kuna Municipal Irrigation System Facilities.

SECTION 6: KUNA MUNICIPAL IRRIGATION CONVERSION FROM GRAVITY FLOW TO PRESSURIZED IRRIGATION POLICY: It is hereby declared to be the policy of the City of Kuna that it is in the general public’s interest to convert from gravity flow irrigation to pressure irrigation where pressure irrigation service is available which conversion is mandatory in the following circumstances:

- 6.1 The number of properties served by a delivery ditch, and using the same, falls below a number which can be efficiently served. It shall be presumed that every delivery ditch requires five miner’s inches of lost carrying water to operate and that each property is entitled to one miner’s inch of delivered water. A delivery ditch shall be considered “not efficient” if the carrying water equals or exceeds the delivered water.
- 6.2 The delivery ditch has a history of two or more instances of accidental flooding of nearby properties.
- 6.3 Drainage facilities are missing or inadequate to protect the gravity served properties.
- 6.4 In instances where mandatory conversion is ordered by the City, the fifty percent reduction in connection fees and amortization shall be applied as outlined in Sections 2.1.5 and 2.1.6 above.

SECTION 7: KUNA MUNICIPAL IRRIGATION SYSTEM LOT AND PARCEL WATER ALLOTMENT POLICY: The following is the Kuna Municipal Irrigation System Lot and Parcel Water Allotment Policy:

- 7.1 **Lot and Parcel Allotment Limitation:** No lot or parcel is entitled to receive delivery of a quantity of irrigation water which exceeds the allotment of irrigation water provided for that parcel by the irrigation district within which the lot or parcel lies.

SECTION 8: KUNA MUNICIPAL IRRIGATION SYSTEM WATER USE AND ENFORCEMENT POLICY: The following is the Kuna Municipal Irrigation System Water Use and Enforcement Policy:

8.1 Authorized Regulated and Prohibited Uses: It is hereby declared to be in the public's best interest that Kuna Municipal Irrigation System irrigation water be used efficiently for its intended irrigation purpose, and the following are the authorized regulated and prohibited Kuna Municipal Irrigation System irrigation water:

8.1.1 Alternate Day Sprinkling Policy: The following is the Kuna Municipal Irrigation System Alternate Day Sprinkling Policy: Irrigation from the pressurized Kuna Municipal Irrigation System may be scheduled to occur on alternate days by order of the Kuna Municipal Public Works Director. If an order is instituted, homes with a street address ending with an odd number shall irrigate on odd numbered days and homes with a street address with an even number shall irrigate on even numbered days.

8.1.2 Wanton Wasting Prohibited Uses: Wanton wasting of irrigation water or use of irrigation water in a manner to cause damage or nuisance to adjoining properties is a prohibited and an unauthorized use which also includes the following:

8.1.2.1 Spraying, drainage or other application beyond the boundaries of the parcel to which the irrigation water is delivered; and

8.1.2.2 Use beyond the parcel's allotment; and

8.1.2.3 Use in violation of Alternate Day Sprinkling Order.

8.2 Enforcement: The City Public Works Department together with the City's Code Enforcement Officer are the City's designated officers to receive complaints, investigate prohibited unauthorized uses and enforce the prohibited unauthorized uses of the Kuna

Municipal Irrigation System Irrigation Water as follows:

8.2.1 First Offense Process: Upon completion of the investigation in the event the City Code Enforcement Officer finds that there is probable cause of prohibited unauthorized Kuna Municipal Irrigation System irrigation water use, the City Code Enforcement Officer shall issue and serve a cease-and-desist notice order by mail to the billing customer specifying the subject lot or parcel and the prohibited and authorized uses together with a notification of any repeated unauthorized use will subject the offending lot or parcel to be disconnected from the Kuna Municipal Irrigation System for the duration of the irrigation season.

8.2.2 Second Offense Notice Process: In the event the City Code Enforcement Officer finds that there is probable cause of an additional prohibited and unauthorized Kuna Municipal Irrigation System irrigation water use, after a cease-and-desist notice order has been mailed to the billing customer within the same irrigation season, the City Code Enforcement Officer shall issue and serve a Notice To Show Cause Hearing before the City Council as follows:

- Served by mail to the billing customer (at least ten (10) prior to the hearing date); and
- Includes identification of the subject lot or parcel and the prohibited and authorized uses and reference to the prior offense; and
- Includes a notification of specifying the date, time and location of the hearing before the City Council.

8.2.2.1 Notice to Show Cause Hearing Process: At the hearing before the City Council, the City Code Enforcement Officer shall present evidence of the authorized irrigation uses and the billing customer may appear and present evidence in their defense. If the City Council finds its more probable than not that the authorized uses as noticed have occurred, it shall issue a disconnect order to the Public Works Department to disconnect the

offending lot or parcel from the pressure or gravity irrigation system for the duration of the irrigation season without any prorated reimbursement of assessment.

SECTION 9: REPEAL PRIOR RESOLUTIONS ESTABLISHING FEES, CHARGES AND POLICIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM:

9.1 This Resolution repeals and supersedes any prior City Council Resolutions which establish Kuna Municipal Irrigation System Policies as herein provided for.

SECTION 10: SEVERABILITY CLAUSE

10.1 The sections of this Resolution are severable. The invalidity of a section shall not affect the validity of the remaining sections.

SECTION 11: EFFECTIVE DATE

This resolution shall become effective October 17, 2023 following approval by the Kuna City Council.

PASSED BY THE COUNCIL of the City of Kuna, this _____ day of October, 2023.

APPROVED BY THE MAYOR of the City of Kuna, this _____ day of October, 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**RESOLUTION NO. R84-2023
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE TRANSMISSION FACILITIES EASEMENT AGREEMENT BETWEEN THE CITY OF KUNA (OWNER) AND KUNA BESS LLC (COMPANY).

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Transmission Facilities Easement Agreement, attached hereto as EXHIBIT A is hereby authorized by the City of Kuna, Idaho.

PASSED BY THE COUNCIL of Kuna, Idaho this 17th day of October, 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this 17th day of October, 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**Recording Requested by
And When Recorded Return to:**

Kuna BESS LLC
c/o Aypa Power Development LLC
11801 Domain Blvd., Suite 450
Austin, TX 78758
Attn: Nate Crain

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

APN(s): S1326110055

TRANSMISSION FACILITIES EASEMENT AGREEMENT

THIS TRANSMISSION FACILITIES EASEMENT AGREEMENT (“Agreement”) is made and entered into as of [_____] (“**Effective Date**”) by and between City of Kuna (“**Owner**”) and Kuna BESS LLC (“**Company**”).

RECITALS

- A. Owner owns certain real property located in Ada, County, State of Idaho, which real property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference (“**Property**”).
- B. Owner agrees to grant, and Company agrees to accept, the Easement (as defined below) with respect to the Property subject to the terms and conditions of this Agreement.

AGREEMENT

1. GRANT OF EASEMENT. Owner grants, transfers and conveys to Company and its assignees, subtenants, licensees, agents, invitees, successors and assigns exclusive easements on, over, under and across the Property (collectively, the “**Easement**”) as set forth in this Agreement. The Easement is an easement “in gross” which means it is an interest personal to Company and its successors and assignees and is not tied to any particular use or ownership by Company or its successors and assignees of any adjacent or other land.

2. USE OF EASEMENT. The Easement allows Company to use the Property:

- (a) to develop, install, erect, construct, reconstruct, replace, relocate, repair, improve, alter the voltage of, remove, operate, maintain and use from time to time above-ground and below-ground transmission facilities on, over and under the Easement Area (as defined below) for the transmission of electric energy, data and communications (collectively, “**Transmission Facilities**”). Transmission Facilities may include a line or lines of poles, towers, cross arms and/or other supporting structures, foundations, anchors, conductors, wires and cables for the transmission,

distribution and/or collection of electrical energy, communications and or data, and any other improvements, facilities, appliances, machinery and equipment in any way related to or associated with the transmission or distribution of electric energy, data and communications (the Easement rights in this clause (a), collectively, the “**Transmission Easement**”). It shall be the responsibility of the Company to ensure that any development, installation, erection, construction, reconstruction, replacement, repairment, improvement, alteration of voltage, removal, operation, maintenance and usage of the Transmission Facilities, and the Transmission Facilities as a whole, are in compliance with any and all federal, state or local law, ordinance or regulation, as may be applicable;

(b) for vehicular (including cranes, trucks and other heavy construction equipment) and pedestrian ingress, egress and access by means of now existing or newly constructed roads of any kind, access routes, and entranceways within the Property (the Easement rights in this clause (b), collectively, the “**Access Easement**”) or by such route(s) and/or roads and trails as Company may construct, reconstruct, improve and maintain on the New Access Easement Area (as defined below) from time to time (collectively, “**Road Improvements**”, and together with the Transmission Facilities, collectively, the “**Improvements**”);

(c) the right, permission, and authority to trim, cut, clear or remove, from time to time and by any reasonable means (and, for the avoidance of doubt, in each case at the Company’s cost), from and adjacent to the Easement Area trees, brush, debris, and any and all obstructions of whatsoever kind or character which, in the Company’s reasonable judgment, may endanger the safety of, or otherwise interfere with Company’s exercise of the rights in this Agreement, except that Company agrees to notify Owner, in writing, before conducting any major trimming, cutting, clearing, removing, or otherwise under this Section, and Company agrees to take reasonable steps to ensure any action taken under this Section will not unreasonably impact the City, unless there is no less impactful alternative available to the Company; and

(d) for the purpose of staging, storage, preparation, assembly, deployment and transportation of machinery, equipment, improvements, vehicles, equipment and other property (including, but not limited to, transmission line poles, wires, cables, cranes, heavy construction and/or transport vehicles and related equipment and property), except that Company agrees to notify and obtain permission from Owner, in writing, before conducting any major and/or long-term staging, storing, preparing, assembling, deploying, transporting, or otherwise under this Section, such that the City may object if the City will be unreasonably impacted by the use.

3. EASEMENT AREA. The location of the Easement (the “**Easement Area**”) is set forth in Exhibit B attached hereto and incorporated herein by this reference. From time to time while this Agreement is in effect, Company shall have the right to modify and/or relocate the then-current location of the Easement Area, subject to review and approval by Owner, in writing, by recording (and, if requested by Company, Owner shall execute and acknowledge) a memorandum of amendment to this Agreement that amends Exhibit B hereto. In addition, the Transmission Easement shall include the right (a) for transmission lines and cables connected to towers located within the Easement Area to sway outside of the Easement Area during high wind events, and (b) to temporarily place, operate and use equipment, machinery and other property outside of (but within reasonable proximity to) the Easement Area during the construction and maintenance of the Improvements.

4. **TERM.** The term of this Agreement and the Easement commences on the Effective Date and shall continue in perpetuity unless terminated in accordance with the provisions of this Agreement (the “**Term**”). Notwithstanding the foregoing, the Easement shall automatically terminate if the Company has not commenced construction of Transmission Facilities on the Property within six (6) years of the Effective Date.

5. **PAYMENTS TO OWNER.** In consideration of the Easement granted in this Agreement, Company shall make the payments to Owner at the time and in the amount set forth in on attached **Exhibit C** attached hereto and incorporated herein by this reference Agreement. **Exhibit C** shall not be recorded as part of this Agreement.

6. **OWNER’S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Owner hereby represents, warrants and covenants to Company during the term of this Agreement and the Easement granted herein:

6.1 **Owner’s Authority.** Owner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Company in a title report or other document delivered to Company prior to execution of this Agreement. Owner and each person signing this Agreement on behalf of Owner has the full and unrestricted right and authority to execute this Agreement and to grant to Company the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so, and all persons having any ownership or possessory interest in the Property (including spouses) are signing this Agreement as Owner. When signed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

6.2 **No Interference.** Owner’s activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not (and could not reasonably be expected to), currently or in the future, impede or unreasonably interfere with: (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Improvements, whether located on the Property or elsewhere,; or (ii) exercise of Company’s rights pursuant to this Agreement. By way of example and not limitation, a non-exhaustive list of examples of activities that might violate the previous sentence are: (a) constructing improvements in the Easement Area or otherwise too close to Improvements; (b) constructing improvements that generate electromagnetic energy that might interfere with the operation of Transmission Facilities; and (c) construction of gates and fences impeding access to the Easement Area. Subject to the foregoing, Owner reserves the right to use the Easement Area and to grant additional easements and other rights and interests in, over, across and under the Easement Area for any use or purpose that does not unreasonably interfere with Grantee’s use of the Easement Area or Grantee’s rights under this Agreement.

6.3 **Requirements of Government Agencies.** Owner shall assist and fully cooperate with Company as it may request from time to time in complying with or obtaining any land use entitlements, permits or other approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact review or any other permits, licenses, certificates or other approvals required or deemed desirable by Company in connection with the development, construction, installation, replacement, relocation, maintenance, operation, removal or financing of any Improvements including, without limitation, execution of applications for such approvals,

orders or conditions or approval, and delivery of information and documentation related thereto. Company shall reimburse Owner for all reasonable, actual out-of-pocket costs incurred by Owner in connection with such cooperation.

6.4 Title Review and Cooperation. Owner shall cooperate with Company to obtain non-disturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Owner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Company under this Agreement.

6.5 Allocation of Risk. Owner shall be responsible for any damage to the property of Company or any injury to persons on the Property to the extent caused by the negligent or intentional acts or omissions of the Owner and its agents, employees, or contractors. If any such claim is not covered by Owner's insurance coverage, Owner shall pay the costs to the extent funds are legally available therefor. Notwithstanding the foregoing, nothing in this Agreement shall extend the tort responsibility or liability of Owner beyond that required by Idaho law or waive any provisions of the Idaho Tort Claims Act, Idaho Code §6-901 *et seq.*

6.6 Hazardous Materials. Owner and Owner's agents and contractors shall not violate any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under any current or future federal, state or local laws, ordinances or regulations, on or under the Property.

6.7 Quiet Enjoyment; Ownership of Improvements. Subject to the terms and conditions of this Agreement, Company shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire Term without hindrance or interruption by Owner or any person lawfully or equitably claiming by, through or under Owner. The Improvements shall be the sole and exclusive personal property of Company, and Owner waives any and all lien rights and other rights it may have in the Improvements. Within ten (10) days of Company request from time to time, Owner agrees to execute such reasonable instruments that evidence that Owner has no such interest in the Improvements (including, but not limited to, quitclaim deeds and subordination agreements). Company shall have the right to remove any of the Improvements from the Property at any time.

7. COMPANY'S REPRESENTATIONS, WARRANTIES AND COVENANTS.
Company hereby represents, warrants and covenants to Owner that:

7.1 Insurance. No later than commencement of construction of the Improvements on the Property, Company shall, at its expense, maintain a commercial general liability insurance policy insuring Company against loss or liability caused by Company's occupation and use of the Property under this Agreement, in an amount not less than Two Million Dollars (\$2,000,000) of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Owner shall be named as an additional insured. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Owner upon Owner's request not more frequently than on an annual basis. Owner acknowledges that Company shall have the right to use a program of self-insurance to meet these insurance requirements.

7.2 Indemnity. Company will indemnify Owner against liability for physical damage to property and for physical injuries or death to Owner, Owner's property or the public, to the extent caused by Company's construction, operation or removal of Improvements on the Property, except to the extent such damages, injuries or death are caused or contributed to by the act, negligence, omissions or willful misconduct of Owner or Owner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops or any losses of rent, business opportunities, profits and the like that may result from Owner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Improvements pursuant to this Agreement.

7.3 Construction Liens. Company shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Company's use of the Property pursuant to this Agreement; provided, however, that if Company wishes to contest any such lien, it shall notify the Owner of its intentions and Company shall, within sixty (60) days after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.

7.4 Hazardous Materials. Company shall not knowingly violate, and shall indemnify Owner against, any violation by Company or Company's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

8. ASSIGNMENT. Company shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement (including, without implied limitation, a partial assignment, subgrant, or partial conveyance of the Easement) without Owner's consent. The burdens of the Easement and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the Term and shall be binding upon and against Owner and its successors, assigns, permittees, licensees, lessees, employees, and agents. The Easement shall inure to the benefit of Company and its successors, assigns, permittees, licensees, tenants, subtenants, employees, and agents and all persons claiming by or through them. Company agrees to provide Owner with written notice promptly following any transfer of its rights and interests under this Agreement (which notice shall have the full name and notice information for the assignee).

9. ENCUMBRANCE OF EASEMENTS.

9.1 Right to Encumber. Company, Assignee (as defined below), and each of their successors and assigns may at any time and from time to time, without the consent or joinder of Owner, mortgage, hypothecate, collaterally assign, encumber, pledge or grant (and permit a secured party to realize upon) security interests in its interest in this Agreement, or all or part of its interest in any Assignment (as defined below), the Easement and/or the Improvements or enter into funding transactions involving the Improvements (e.g., sale-lease transactions) with respect to the foregoing (any interest in this Agreement, any Assignment, the Easements and the Improvements, collectively, the "**Transmission Assets**"), which security interests in all or a part of the Transmission Assets are collectively referred to in this Agreement as "**Mortgages**" and the holders

of the Mortgages, their designees and assigns are collectively referred to in this Agreement as “**Lender**” (Lender, collectively with any Assignee (as defined below), and each of their successors and assigns shall be collectively referred to in this Agreement as “**Interest Holders**”, and each constituent party therein, an “**Interest Holder**”). For avoidance of doubt, “Lender” and “Mortgages” shall include related counterparties to an Assignee and its related security interest. Company and its successors will provide contact information for Interest Holder at the time of mortgage. Under no circumstances shall any Interest Holder or any Assignee (as defined below) have any greater rights derivative of this Agreement or the Easement than the rights granted to Company in this Agreement and in no circumstances will Owner’s obligations hereunder be increased. As used in this Agreement, the term “**Assignee**” means each party that has any right, title, or interest in, or to, the Transmission Assets in accordance with this Agreement and the term “**Assignment**” means the grant or assignment of such rights from Company or an Assignee that was completed in accordance with this Agreement. Each Assignee agrees to provide Owner with written notice promptly following its grant of any Assignment (which notice shall have the full name and notice information for the assignee). The Improvements and the easement estate created hereby shall at all times remain separate and apart from the title to the Easement and Easement Area for all purposes relating to the interests of any mortgagees of Owner and Company. Any Mortgage or other security interest granted by Company pursuant to this Section shall not encumber or be a lien on Owner’s fee interest in the Property.

9.2 Covenants for Interest Holder’s Benefit. Should Company or any Assignee, or each of their successors and assigns mortgage or encumber any of its Transmission Assets as provided in Section 9.1 above, any Interest Holder, upon delivery to Owner of notice of its name and address, and for so long as the lien of its Mortgage or Assignment (as applicable) is in existence, shall be entitled to the following protections, which shall be in addition to those granted elsewhere in this Agreement or an Assignment, as the case may be, then Company and Owner expressly agree between themselves and for the benefit of any Interest Holder as follows:

9.2.1 Modification. They will not modify, surrender, or cancel this Agreement without the prior written consent of the Interest Holder (except where such modification would not have any material adverse effect on the interests of such Interest Holders), which consent shall not be unreasonably withheld or delayed.

9.2.2 Right to Cure. To prevent termination of this Agreement and the Easement or any Assignment, each Interest Holder shall have the right, but not the obligation, at any time prior to termination of this Agreement, the Easements or any Assignment, to do any act or thing required to be performed by Company or its successors and assigns under this Agreement, and any such act or thing performed by an Interest Holder shall be as effective to prevent a Default (as defined below) under this Agreement and/or a forfeiture of Company’s rights under this Agreement as if done by Company itself.

9.2.3 Notice of Defaults. No Default shall be effective unless a like notice is given to all Interest Holders for whom Owner has been provided with a notice address in writing by Company, which notice shall specify in detail the alleged Default and the required remedy. If Owner shall become entitled to terminate this Agreement due to an uncured default by Company, then Owner will not terminate this Agreement, the Easements, or any Assignment unless it has first given notice of such uncured default and its intent to terminate to each Interest Holder and has given

each Interest Holder the same period after receipt of a written notice of default to cure the Default as is given to Company plus at least thirty (30) additional days to cure the default to prevent such termination of this Agreement. Furthermore, if within such thirty (30) day period an Interest Holder notifies Owner that it must foreclose on Company's interest or otherwise take possession of Company's interest under Transmission Assets to cure the default (including possession by a receiver), institute foreclosure proceedings or otherwise perfect its right to effect such cure as provided in Section 9.2.4 below, Owner shall not have any right to terminate this Agreement or any Assignment and shall permit such Interest Holder a sufficient period of time as may be necessary for such Interest Holder to foreclose or acquire Company's or any Assignee's Transmission Assets and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Company or an Assignee, and the Interest Holder shall not be required to cure those Defaults which are not reasonably susceptible of being cured or performed by Interest Holder ("**Non-Curable Defaults**"). The Interest Holder shall have the absolute right to substitute itself (or any of its affiliates) for Company or any Assignee, as applicable, and perform the duties of Company or such Assignee for purposes of curing such Default. Owner shall have the option to expressly consent to such substitution, and shall have the option to agree to accept such performance, and authorize the Interest Holder, its affiliates (or either of their employees, agents, representatives or contractors) to enter upon the Easement Area to complete such performance with all of the rights and privileges of Company or such Assignee hereunder. Owner shall not terminate this Agreement or any Assignment prior to expiration of the cure periods available to an Interest Holder as set forth above. Further, (i) neither the bankruptcy nor the insolvency of Company or any Assignee shall be grounds for terminating this Agreement as long as the amounts payable by Company or any Assignee are paid to Owner in accordance with the terms thereof and (ii) Non-Curable Defaults shall be deemed waived by Owner upon completion of foreclosure proceedings or other acquisition of Company's or any Assignee's easement estate or subeasement hold estate of such Assignment (as applicable). Upon the sale or other transfer of any Transmission Assets and rights granted hereunder by any Interest Holder, such Interest Holder shall have no further duties or obligations hereunder.

9.2.4 Extended Cure Period. If any Default under this Agreement cannot be cured without the Interest Holder obtaining possession of all or part of the Transmission Assets, then Owner shall not terminate this Agreement so long as (i) Interest Holder cures all defaults in the payment of money within the cure period set forth in Sections 9.2.2 and 9.2.3 above and thereafter pays all amounts required to be paid by Company or an Assignee under this Agreement as and when the same becomes due and payable and (ii) within the cure period granted to Interest Holder in Sections 9.2.2 and 9.2.3, Interest Holder shall have acquired possession of such portions of the Transmission Assets as may be necessary to effect the cure, or shall have commenced appropriate judicial or nonjudicial proceedings to obtain the same, and thereafter diligently and in good faith continuously prosecutes such proceedings to completion, and (iii) after gaining possession of such portions of the Transmission Assets as may be necessary to effect the cure of non-monetary defaults, the Interest Holder continues to pay all amounts required to be paid by Company or an Assignee under this Agreement as and when the same becomes due and payable and performs all other non-monetary obligations in accordance with the terms of this Agreement or the Assignment, as applicable. If an Interest Holder is prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction over any bankruptcy or insolvency proceeding involving Company or any Assignee, as the case may be, from commencing or

prosecuting the proceedings described above, the period specified above for commencing the proceedings shall be extended for the period of the prohibition.

9.2.5 Acquisition of Title. Following acquisition of all or a portion of the Transmission Assets by the Interest Holder, or its assignee or designee, as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement and any Assignment, as the case may be, shall continue in full force and effect, and the party acquiring title to the Transmission Assets shall, as promptly as reasonably possible commence the cure of all other non-monetary Defaults under this Agreement and thereafter diligently prosecute the cure to completion, whereupon Owner's right to terminate this Agreement based upon the Defaults shall be deemed waived, provided that the party acquiring title to the Transmission Assets shall (i) have no liability for monetary obligations of Company or an Assignee under this Agreement that are due and owing to Owner as of the assumption date unless those monetary obligations of Company or an Assignee were the subject of a timely notice of Default delivered to Company and all Interest Holders (but this provision shall not be interpreted to limit Owner's rights to proceed against Company) and (ii) shall not be required to cure those Non-Curable Defaults that are not reasonably susceptible of being cured or performed by the party acquiring title. Non-Curable Defaults shall be deemed waived by Owner upon completion of foreclosure proceedings or acquisition of Company's interest in this Agreement. Any Interest Holder or other party who acquires Company's or an Assignee's Transmission Assets, pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Company or such Assignee by this Agreement or an Assignment incurred or accruing after such party no longer has ownership of the Agreement, an Assignment possession of the Easement Area.

9.2.6 Interest Holder's Right to Possession, Right to Acquire and Right to Assign. An Interest Holder shall have the absolute right (i) to assign its Mortgage or Assignment, (ii) to enforce its lien and acquire title to all or any portion of the Transmission Assets in which it has an interest by any lawful means, (iii) to take possession of and operate all or any portion of the Transmission Assets in which it has an interest and to perform all obligations to be performed by Company or Assignees under this Agreement, or to cause a receiver to be appointed to do so, and (iv) to acquire all or any portion of the Transmission Assets in which it has an interest by foreclosure or by an assignment in lieu of foreclosure and thereafter, after notifying Owner in writing but without Owner's consent, to assign or transfer all or any portion of the Transmission Assets in which it has an interest to a third party as a result of any of the foregoing. Owner's consent shall not be required for any of the foregoing, and, upon acquisition of the interests of all or any portion of the Transmission Assets in which it has an interest by an Interest Holder or any other third party who acquires the interests from or on behalf of the Lender, Owner shall recognize the Interest Holder or such other party (as the case may be) as the Company's or Assignee's proper successor, and this Agreement, and the Easement shall remain in full force and effect.

9.2.7 Liability. Any Interest Holder that does not directly hold an interest in the Transmission Assets, or whose interest is held solely for security purposes, shall have no obligation or liability under this Agreement prior to the time the Interest Holder directly holds an interest in the Transmission Assets, or succeeds to title to Company's or an Assignee's interest therein. An Interest Holder shall be liable to perform Company's or an Assignee's obligations under this Agreement only for and during the period it directly holds title to the applicable Transmission

Assets. Furthermore, if an Interest Holder elects to (i) perform Company's or an Assignee's obligations under this Agreement, (ii) continue operations on the Easement Area, (iii) acquire any portion of Company's or a Assignee's right, title or interest in all or any of the Transmission Assets or (iv) enter into a new Agreement as provided in Section 9.2.9, then the Interest Holder shall not have any personal liability to Owner, and Owner's sole recourse against Interest Holder shall be to execute against the Interest Holder's interest in the Transmission Assets. Moreover, any Interest Holder or other party who acquires an interest in the Transmission Assets by foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations under this Agreement to the extent the obligations are incurred or accrue after the Interest Holder or other party no longer has ownership of an interest in the Transmission Assets.

9.2.8 Termination. Neither the bankruptcy or the insolvency of Company or any Assignee shall be grounds for terminating this Agreement, or the Easements so long as all monetary charges required to be paid by Company or the Assignee under this Agreement are paid by the Interest Holder in accordance with the terms of this Agreement.

9.2.9 New Agreement. In case of any termination of this Agreement or an Assignment as a result of any uncured default by Company or an Assignee, or because it is rejected or disaffirmed under bankruptcy law or any other law affecting creditors' rights, Owner shall give prompt notice to all Interest Holders. Owner shall, upon the written request of any Interest Holder, made within sixty (60) days after such notice to Interest Holder, enter into a new easement agreement with such Interest Holder, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement or an Assignment by reason of default of Company or any Assignee or the rejection, or disaffirmance and continuing for the remaining term before giving effect to the termination, rejection, or disaffirmance, and shall be upon the same terms, covenants, conditions and agreements contained in this Agreement or such Assignment (except for any requirements that have been fulfilled by Company or an Assignee prior to the termination, rejection, or disaffirmance), except that the term of the new easement agreement shall be adjusted so that it expires at the same time that this Agreement or the Assignment would have expired had it not been terminated, rejected, or disaffirmed. Such new easement shall contain an easement agreement on, over, under, upon along and across the Property or such portion thereof as to which the Interest Holder held a lien on the date of the termination, rejection, or disaffirmance and enjoy the same priority as this Agreement or such Assignment has over any lien, encumbrance or other interest created by Owner. Upon the execution of any such new easement agreement, the Interest Holder shall pay Owner any amounts which are or would be due to Owner from Company or the applicable Assignee through the effective date of the new easement agreement had this Agreement or the Assignment not been terminated, rejected, or disaffirmed, to the extent not previously paid. If more than one Interest Holder makes a written request for a new Agreement or Assignment under this Section 9.2.9, then the new Agreement or Assignment shall be delivered to the Interest Holder whose lien is senior in priority on the condition that such Interest Holder be obligated to give the other Interest Holder similar rights under the new Agreement or Assignment as provided for Company (and, where applicable, Assignees) under this Agreement or Assignment. This Section 9.2.9 shall survive the termination before expiration of this Agreement.

9.2.10 Insurance and Condemnation Proceeds. The disposition of any casualty insurance and condemnation proceeds to which Company is entitled shall be governed by the terms of any first lien Mortgage of Company encumbering its interest in the Transmission Assets affected.

9.3 No Merger. There shall be no merger of this Agreement, or the easement estate created by this Agreement with the fee estate in the Property by reason of the fact that this Agreement, an Assignment, and any interest in the easement estate, sub-easement estate or any interest in the foregoing granted hereunder may be held, directly or indirectly, by or for the account of any party who shall own the fee estate or any interest therein, and no such merger shall occur unless and until the persons holding such interests in the Property, and all persons (including each Interest Holder) having an interest in the Improvements and the easement estate, sub-easement estate or any interest in any of the foregoing shall join in a written instrument effecting such merger and shall duly record the instrument.

9.4 Owner Mortgages. In the event Owner now or hereafter enters into any mortgage or deed of trust encumbering the Property, Owner shall cooperate with Company or any Assignee in obtaining a non-disturbance or recognition agreement from Owner's lender(s) in customary form which shall provide that such lender(s) shall not terminate this Agreement or Company's or an Assignee's use, possession or enjoyment of the Property nor shall such lender(s) disturb Company's or any Assignee's possession or rights under this Agreement or an Assignment or terminate Company's or any Assignee's interest except as may be permitted expressly by this Agreement.

10. DEFAULT AND TERMINATION.

10.1 Default by Company. Except as qualified by Section 9.2, Owner shall have the right to terminate this Agreement if (a) a material default in the performance of Company's obligations under this Agreement has occurred and remains uncured, (b) Owner simultaneously notifies Company and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default has not been remedied within ninety (90) days after Company, or within one hundred and twenty (120) days in the case of all Lenders, receive the written notice, or, if cure will take longer than 90 days for Company, or 120 days for any Lender, Company or a Lender on Company's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

10.2 Company's Right to Terminate. Company shall have the right to terminate this Agreement, and assignees and subtenants of Company shall have the right to terminate their respective interests in or under, as to all or any part of the Property at any time, effective upon thirty (30) days' written notice to Owner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

10.3 Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Company shall: (a) upon written request by Owner, execute and record a quitclaim deed to Owner of all of Company's right, title and interest in and to the Property, or to that part thereof as to which the Agreement has been terminated, and (b) as soon as practicable thereafter, remove all above-grade Transmission Facilities installed by Company on the Property

from the Property or portion as to which the Agreement was terminated and restore the soil surface on areas of the Property damaged by Company to a condition reasonably similar to its original condition.

11. CONDEMNATION. Should title or possession of any portion of the area of the Property affected by the Easements be taken by right of eminent domain (a “**Taking**”), rendering any remaining portion of either unsuitable for Company’s use, then the location of the Easements shall be relocated to the extent practicable in light of Owner’s then current interests in the Property, provided that the effect on then-existing uses of the Property by Owner shall be minimized or mitigated to the extent practical.

12. MISCELLANEOUS.

12.1 Notices. All written notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement may be served by (a) personal service, (b) registered or certified mail (postage pre-paid), (c) email or (d) next day overnight delivery service. Any such notice or demand shall be addressed to the parties as listed in this Section 12. Service of any such notice or demand shall be deemed complete (i) upon receipt in the event of personal service, (ii) on the third business day after deposit in the U.S. mail if sent via registered or certified mail, (iii) upon transmission in the event sent via email and (iv) on the next business day if sent via an overnight delivery service, if sent to each party at the address set forth below with the required proper postage:

If to Owner:

City of Kuna

If to Company:

Kuna BESS LLC
 c/o Aypa Power Development LLC
 Attn: Nate Crain
 ncrain@aypa.com
 11801 Domain Blvd, Suite 450
 Austin, TX 78758

With a copy to:
 legal@aypa.com

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

12.2 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Owner and Company respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including, without limitation, any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

12.3 Successors and Assigns. This Agreement and the easements granted to Company hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Company hereunder shall inure to the benefit of and be binding upon Owner and Company and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

12.4 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the State Idaho. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF OWNER AND COMPANY HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.**

12.5 Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.

12.6 No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.

12.7 Ownership of Transmission Facilities. Owner shall have no ownership or other interest in any Improvements installed on the Property, and Company may remove any or all of the Transmission Facilities at any time.

12.8 Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties and their respective successors, and assigns.

12.9 Governing Law. This Agreement is governed by Idaho law.

12.10 Further Assurances. Upon the request of Company, its tenants, successors and assigns and any Lender, Owner shall do any other acts and execute, acknowledge, and deliver any requested commercially reasonable documents in order to carry out the intent and purpose of this Agreement, including, without implied limitation, further conveyances, assignments, confirmations, instruments of further assurance, approvals, consents, and any further instruments or documents that are necessary, expedient, or proper to carry out the intent and purpose of this Agreement.

12.11 Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

OWNER:

City of Kuna,
[a _____]

By: _____

Name: _____

Title: _____

Date: _____

COMPANY:

Kuna BESS LLC,
a Delaware Limited Liability Company

By: _____

Name: Sam Littlefield

Title: Executive Vice President, Development

Date: _____

ACKNOWLEDGMENT

FOR ENTITY:

STATE OF _____)
) SS.
COUNTY OF _____)

This record was acknowledged before me this ___ day of _____, 20__, by _____
the _____ of _____.

(S E A L)

Notary Public State of _____
My Commission Expires: _____

FOR ENTITY:

STATE OF _____)
) SS.
COUNTY OF _____)

This record was acknowledged before me this ___ day of _____, 20__, by _____.

(S E A L)

Notary Public State of _____
My Commission Expires: _____

EXHIBIT A
Description of the Property

Real property situated in the County of Ada, State of Idaho, hereby described as follows:

A parcel of land located in the Northeast Quarter of the Northeast Quarter of Section 26, Township 2 North, Range 1 West, Boise Meridian, Kuna, Ada County, Idaho, more particularly described as follows:

Commencing at the North Sixteenth corner of said Section 26, said Sixteenth corner bearing South 0°03'29" East a distance of 1,325.26 feet from the Northeast Section corner of said Section 26; thence North 0°03'29" West a distance of 142.44 feet along the East Section line of Section 26, Township 2 North, Range 1

West, Boise Meridian, to a point; thence

South 89°56'31" West 25.00 feet to a 5/8" rebar on the West right-of-way of Swan Falls Road; thence North 86°32'58" West 368.09 feet to a 5/8" rebar; thence

North 65°40'16" West 438.35 feet to the Point of Beginning; thence

North 65°40'16" West 576.26 feet to a 5/8" rebar on the West line of the Northeast Quarter of the Northeast Quarter of Section 26; thence

North 0°01'08" East 72.92 feet to the Southwest corner of the ACHD/KUNA Maintenance Parcel No. 1 per amended Record of Survey No. 604, filed under Instrument No. 8422455 and recorded in Book F of Records of Survey at Page No. 616, said corner bearing South 89°41'28" West 2.11 feet from a 5/8" rebar witness corner;

thence along the South line of said ACHD/KUNA Maintenance Parcel No. 1, North 89°41'28" East 238.65 feet (Record as North 89°41'12" East 238.71 feet) to a found 1/2" rebar, the Southeast corner of said ACHD/KUNA Maintenance Parcel No. 1; thence along the East line of said Parcel 1

North 0°03'39" East a distance of 355.53 feet (Record of 355.75 feet) to a found 1/2" rebar, the Northeast corner of said ACHD/KUNA Maintenance Parcel No. 1 and on the Southwest right-of-way line for Short Line Street; thence along the Southwest right-of-way line of Short Line Street

South 65°37'44" East (Record of South 65°35'36" East) a distance of 197.52 feet to a 1/2" rebar; thence South 0°03'39" West 387.40 feet to a 1/2" rebar; thence

South 65°40'16" East 117.09 feet to a 1/2" rebar; thence

South 0°03'39" West 150.00 feet to a 1/2" rebar, the Real Point of Beginning.

EXHIBIT B**Description and Depiction of Easement Area**

Real property situated in the County of Ada, State of Idaho, hereby described as follows:

DESCRIPTION OF LAND FOR ELECTRIC POWER TRANSMISSION LINE EASEMENT PURPOSES

A 48.15-foot wide parcel of land, located in a portion of the NE1/4 of the NE1/4 of Section 26, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, entirely within that certain parcel of land described in Warranty Deed Instrument No. 2022-027462, official records of Ada County, Idaho, more particularly described as follows:

COMMENCING at the North One-Sixteenth corner of said Section 26 from which the Section corner common to Sections 23, 24, 25, and 26 of said Township and Range, bears N.00°01'32"E., 1325.38 feet; thence, along the east line of the NE1/4 of the NE1/4 of said Section 26,

- A) N.00°01'32"E., 495.96 feet; thence,
- B) N.89°58'28"W., 791.33 feet to the **POINT OF BEGINNING**, being the northeasterly corner of that certain parcel of land described in Warranty Deed, Instrument No. 2022-027462; thence, leaving said parcel boundary,
 - 1) S.40°01'48"W., 142.03 feet to the north line of that certain parcel of land described in Warranty Deed Instrument No. 2020-165956; thence, along the north line of said parcel, common with the south line of that certain parcel described in said Warranty Deed Instrument No. 2022-027462,
 - 2) N.65°35'29"W., 50.00 feet; thence,
 - 3) N.40°01'48"E., 142.03 feet to the north line of that certain parcel described in Warranty Deed Instrument No. 2022-027462; thence, along the north line of said parcel, common with the south line of that certain parcel described in Warranty Deed Instrument No. 99099542,
 - 4) S.65°35'15"E., 50.00 feet to the **POINT OF BEGINNING**.

CONTAINING: 0.157 total acres.

SUBJECT TO: all Record Documents.

EXHIBIT B: attached and made a part hereof.

NOTE: This description is based on record documents. As of August 17, 2023, no field survey had been performed.



EXHIBIT B

Description and Depiction of Easement Area

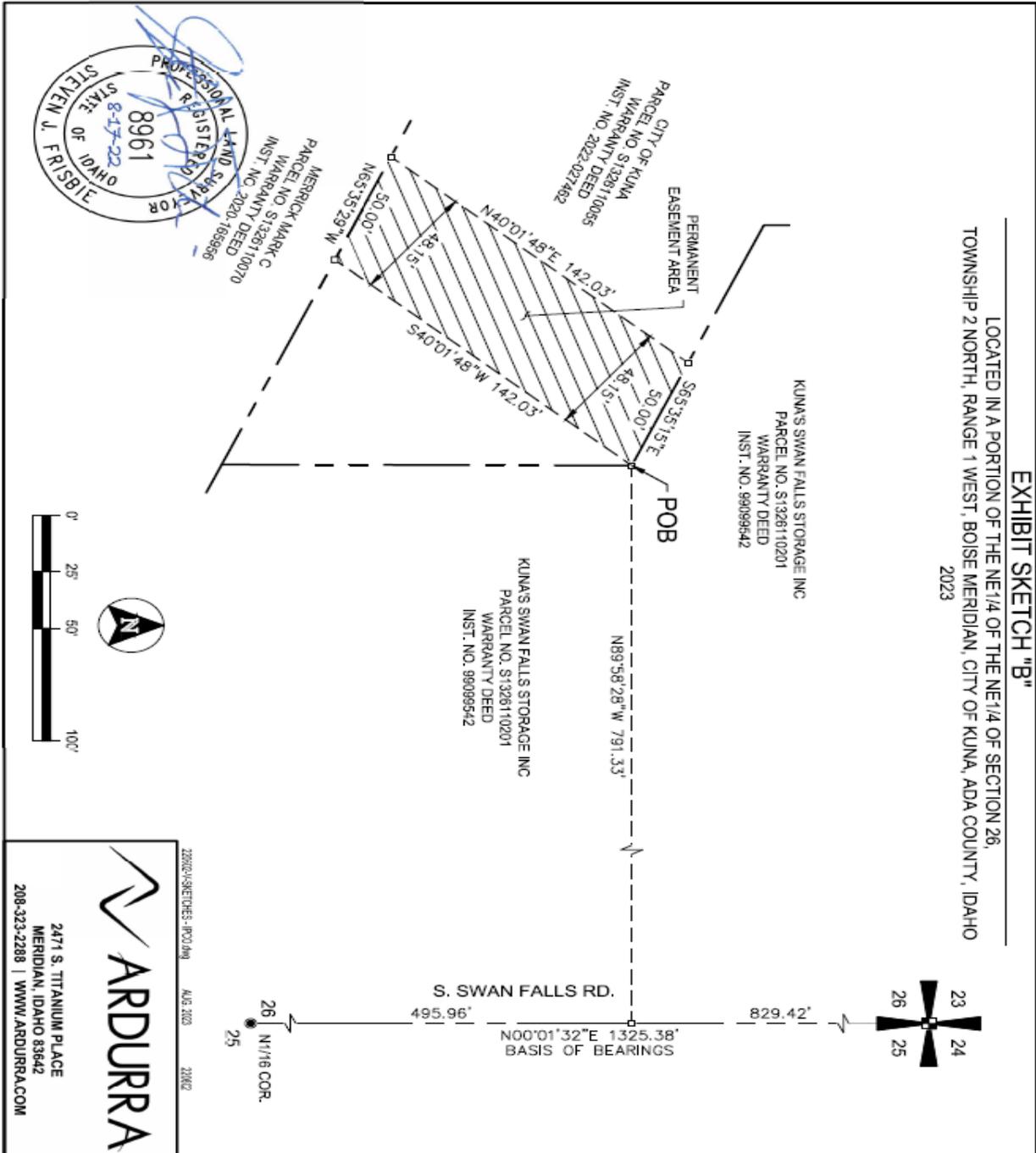


EXHIBIT C

Payment Terms

[To be removed prior to recording]

As full consideration for the Agreement and agreements of Owner therein, Company shall make annual payments to Owner in the amount of Five Thousand and No/100 Dollars (\$5,000.00) (“**Annual Payment**”) during the time from the Effective Date until Owner commences construction of permanent improvements on the Property pursuant to rights granted to it by the Agreement (“**Commencement of Construction**”). The initial Annual Payment shall be due within fifteen (15) business days of the full execution and notarization of the Agreement, and all following Annual Payments shall be due on each anniversary of the Effective Date until the Commencement of Construction.

In addition, if and when Company begins the Commencement of Construction, then by the date that is fifteen (15) business days after such Commencement of Construction, Company shall make a one-time payment to Owner in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00) (“**Construction Payment**”).

Prior to the disbursement of any payments pursuant to this Payment Letter, Owner shall provide a completed Request for Taxpayer Identification Number and Certification (Form W-9) to Company. Any Annual Payments due for a partial year shall be prorated on a *per diem* basis, and any overpayments of the Annual Payment shall be credited toward the Construction Payment.

Ada County JAIL BOND

Sheriff

Matt Clifford



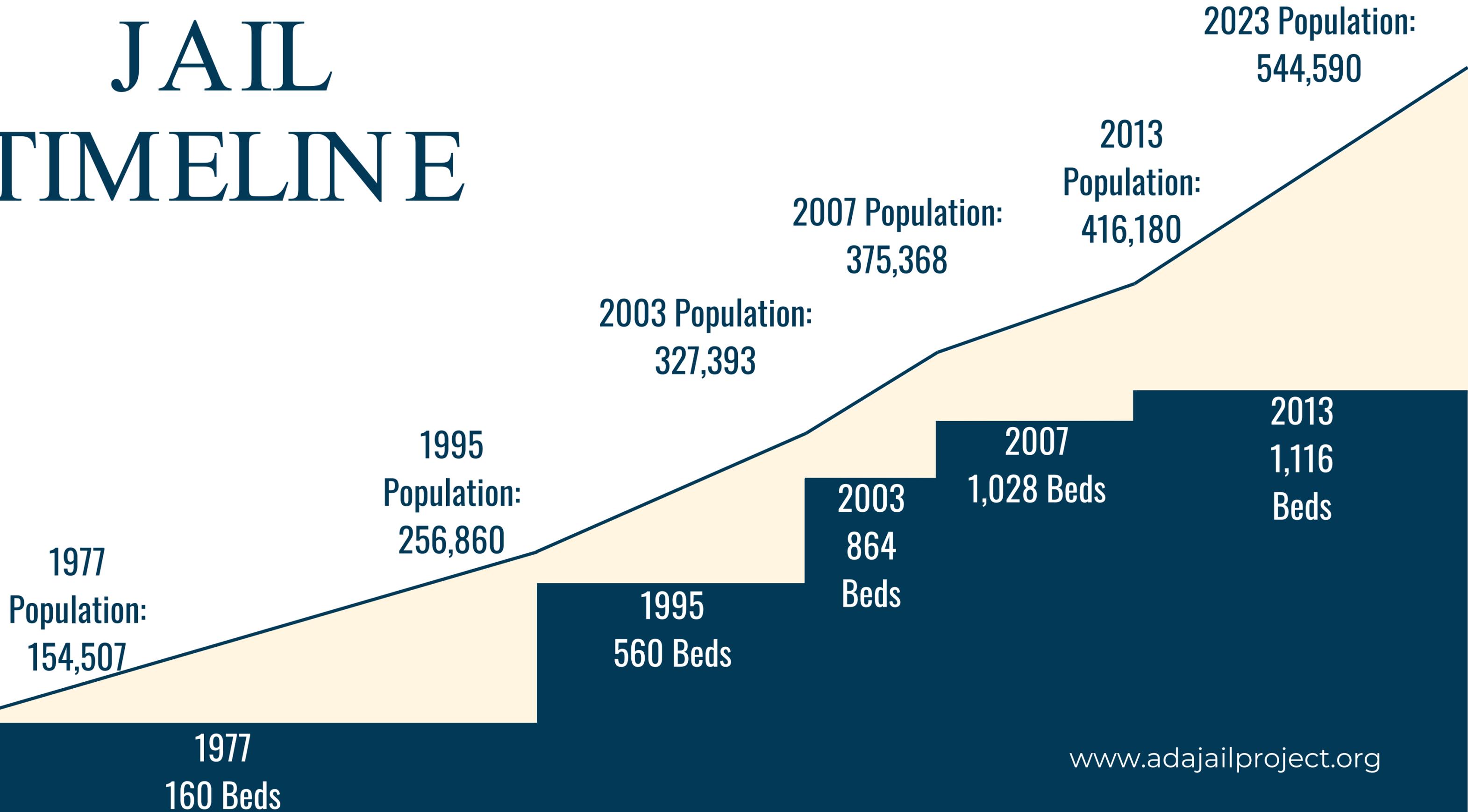
WWW.ADAJAILPROJECT.ORG

POPULATION GROWTH

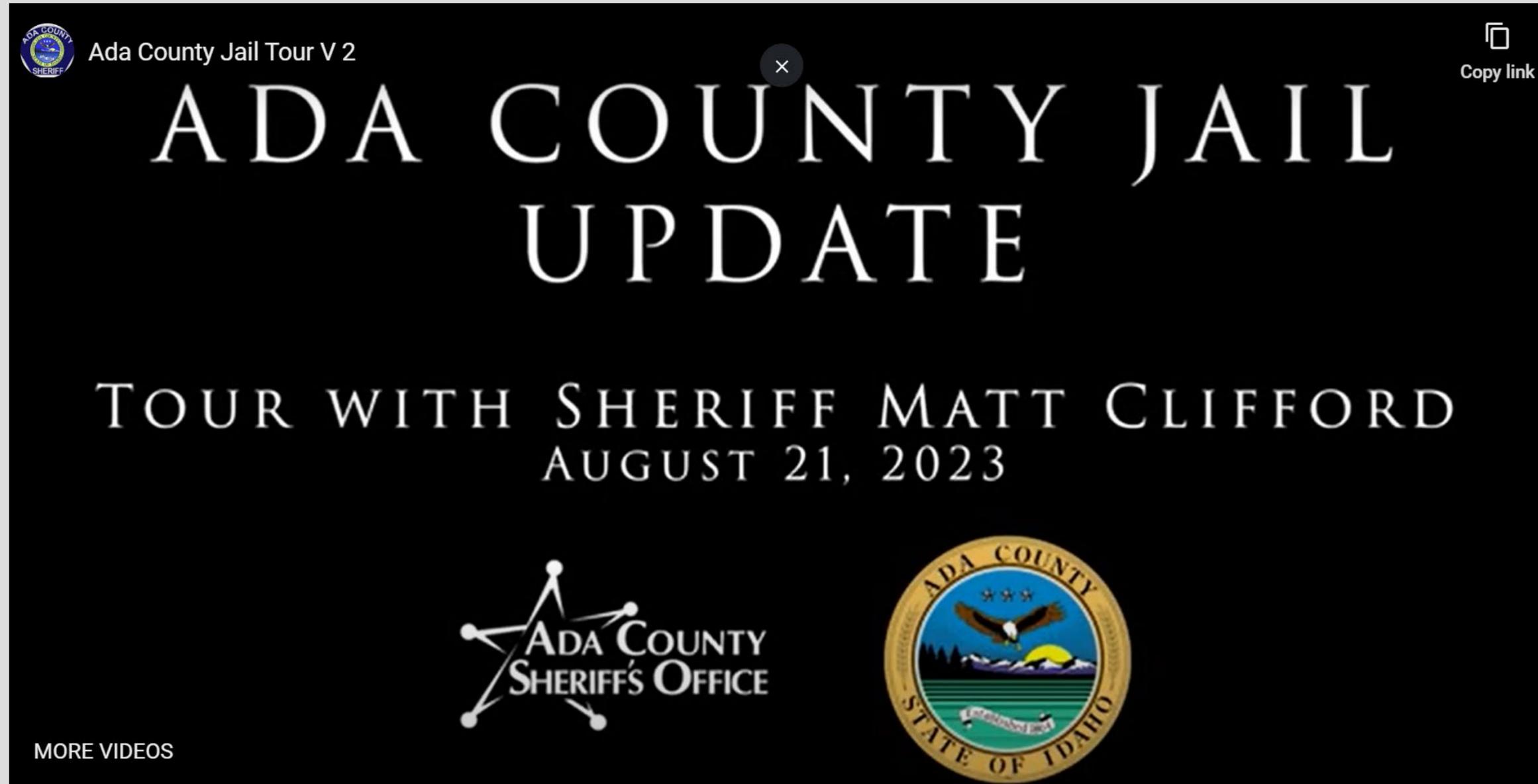
- Ada County's population is surging and has grown by more than 38% since 2010.
- By 2030, our population is projected to exceed 600,000.



JAIL TIMELINE



ADA COUNTY JAIL TOUR



Ada County Jail Tour V 2

ADA COUNTY JAIL UPDATE

TOUR WITH SHERIFF MATT CLIFFORD
AUGUST 21, 2023

MORE VIDEOS

ADA COUNTY SHERIFF'S OFFICE



Copy link

[Jail Tour Video Link](#)

www.adajailproject.org

JAIL INFRASTRUCTURE

The current jail infrastructure cannot sustain the current number of inmates.



Jail Kitchen



Jail Warehouse



Jail Booking

ADA COUNTY JAIL INMATES



The Ada County Jail is required by law to hold people who are pending trial, pending transfer post-sentencing, serving short-term sentences of up to one year, or have violated their probation or parole.

11,000
Bookings per
year

86%
Total population with
a felony charge

6%
Inmates
serving time

1,005
2023 average daily
population

www.adajailproject.org



Alternative Sentencing



Community Transition Center



Misdemeanor Probation



Pretrial Release

Innovative Solutions

- For more than 15 years, the Ada County Sheriff's Office has been a leader in the field of jail alternatives.
- Approximately 2,000 participants are managed by these innovative programs.

Ada County Alternative Sentencing Video

ADA COUNTY ALTERNATIVE SENTENCING, PRETRIAL SERVICES, AND PROBATION

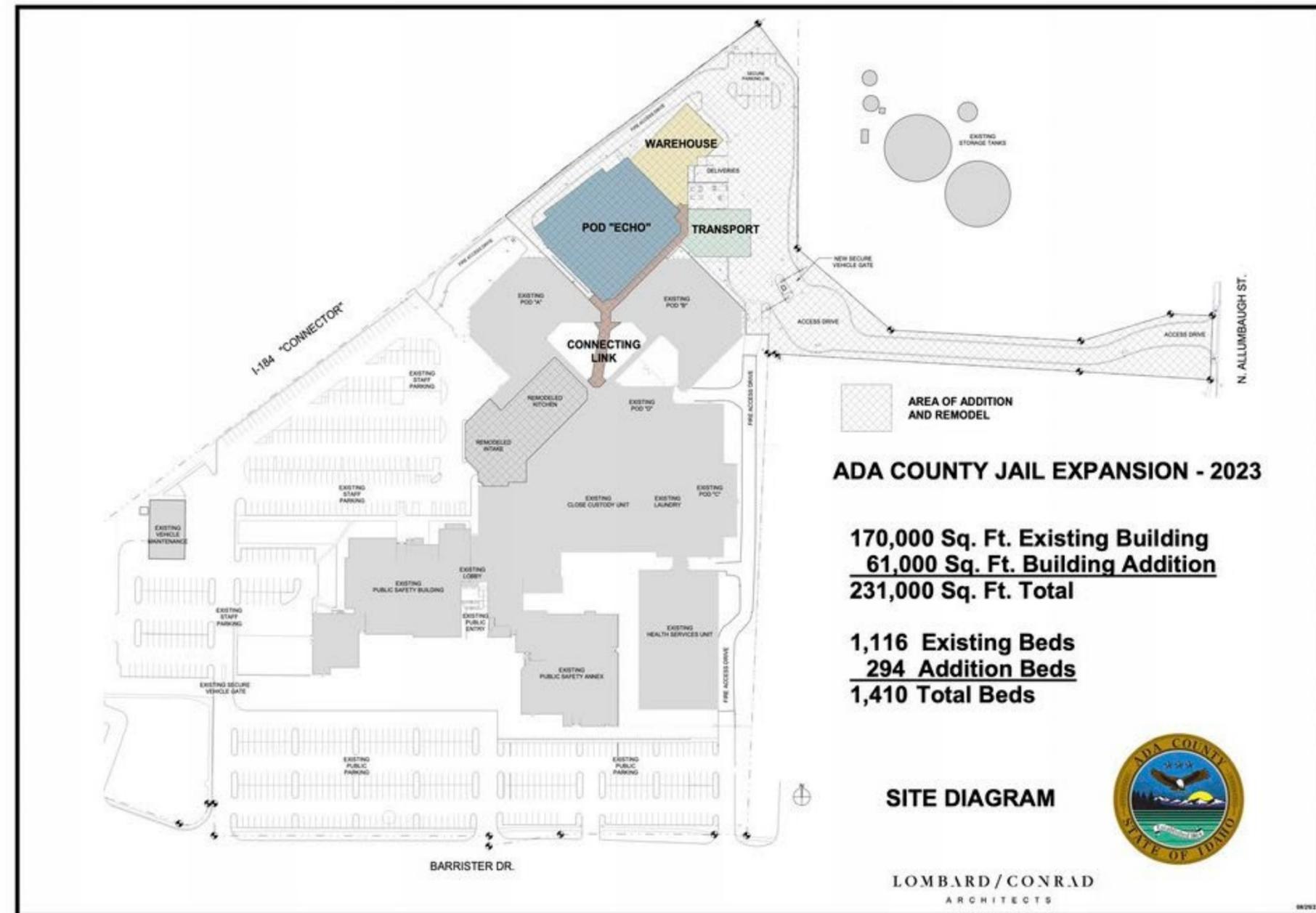
WITH SHERIFF MATT CLIFFORD
SEPTEMBER 2023



PROPOSED PROJECT

The proposed expansion aims to solve multiple pressing issues and is designed with the future in mind

- Booking & Intake
- Kitchen
- Laundry
- Housing Pod
- Transport Center
- Warehouse
- New Secure Access



PROPOSED PROJECT

- Land acquisition and a portion of the design and site development have already been paid for.
- The estimated average cost to the taxpayer is \$3.60 per \$100,000 of taxable assessed value per year based on current conditions.



WHAT'S NEXT

Election day is
Tuesday, November 7th



w w w . a d a j a i l p r o j e c t . o r g

For more information visit the
Ada County Jail project website.



[Tax Impact](#) [Proposed Project](#) [Innovative Solutions](#) [Learn More](#) [FAQs](#) [Contact Us](#) [f](#) [@](#) [t](#) [in](#)





The total cost of the jail expansion project, including land acquisition costs, site development, design, permitting, construction, and furnishing is estimated to be \$69.6 million.

To date, the County has spent approximately \$3.5 million on land acquisition costs, site development, and partial design of the project. An additional \$66.1 million will be needed to complete the project as estimated.

The County plans to use a dedicated construction fund and available budgeted funds to pay an additional \$17.1 million, and is asking voters to authorize the issuance of up to \$49 million in bonds to fund the remaining cost.

Of the total project cost of \$69.6 million, the County is proposing to pay \$20.6 million from currently available funds and bond for \$49 million.

The anticipated interest rate on the proposed bond issue, based upon current market rates, is three and eighty-seven hundredths percent (3.87%) per annum.

The total amount to be repaid over the life of the bonds, based on the anticipated interest rate, is \$71,665,875, consisting of \$49,000,000 in principal and \$22,665,875 of interest. The term of the bonds will not exceed twenty (20) years from the date of issuance.

The estimated average annual cost to the taxpayer of the proposed bond is a tax of \$3.60 per \$100,000 of taxable assessed value, per year, based on current conditions. The total existing indebtedness of Ada County, including interest accrued, is \$0.00.

BEFORE THE CITY COUNCIL OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATIONS OF) **Case Nos. 23-02-CPF & 23-04-ZC**
)
Alliance Serving Kuna, Inc.)
) **STAFF REPORT FOR SERVING**
For Northeast corner of the W 4th Street & N) **SUBDIVISION COMBINATION PLAT &**
Franklin Avenue.) **REZONE APPLICATION.**

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1. Exhibit List
2. Project Summary
3. Applicants Request
4. Process & Noticing
5. General Project Facts
6. Staff Analysis
7. Proposed Findings of Fact
8. Commission’s Recommendation
9. Council’s Proposed Order of Decision



**I
EXHIBIT LIST**

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

1.1 Exhibits:

<i>DESCRIPTION OF EVIDENCE</i>	Withdrawn	Refused	Admitted
1.1 STAFF MEMO			X
1.2 COMMISSION MINUTES 09.12.2023.pdf			X
1.3 FCO's.pdf			X
2.1 P&Z APPLICATION COVERSHEET.pdf			X
2.2 COMBO PLAT APPLICATION.pdf			X
2.3 REZONE APPLICATION.pdf			X
2.4 NARRATIVE.pdf			X
2.5 SPECIAL REQUESTS.pdf			X

2.6 VICINITY MAP.pdf			X
2.7 QUITCLAIM DEEDS.pdf			X
2.8 AFFIDAVIT OF LEGAL INTEREST - ALLIANCE SERVING KUNA.pdf			X
2.9 AFFIDAVIT OF LEGAL INTEREST - KUNA UNITED METHODIST CHURCH.pdf			X
2.10 SUBDIVISION NAME RESERVATION.pdf			X
2.11 SUBDIVISION LEGAL DESCRIPTION.pdf			X
2.12 PRELIMINARY PLAT.pdf			X
2.13 FINAL PLAT.pdf			X
2.14 C-1 LEGAL DESCRIPTION.pdf			X
2.15 NEIGHBORHOOD MEETING CERTIFICATION.pdf			X
2.16 COMMITMENT TO PROPERTY POSTING.pdf			X
2.17 AGENCY TRANSMITTAL.pdf			X
2.18 KMN PUBLICATION REQUEST P&Z.pdf			X
2.19 WEBSITE NOTICE PZ.pdf			X
2.23 300 FT PROPERTY OWNERS NOTICE.pdf			X
2.24 PROOF OF PROPERTY POSTING.pdf			X
2.20 DEPARTMENT OF ENVIRONMENTAL QUALITY.pdf			X
2.21 ADA COUNTY HIGHWAY DISTRICT.pdf			X
2.22 CITY ENGINEERS MEMO.pdf			X
2.25 BOISE PROJECT BOARD OF CONTROL.pdf			X

II PROJECT SUMMARY

2.1 Subject Site & General Project Details

Description	Details
Acreage	1.94
Existing Land Use	R-6 (Medium Density Residential)
Future Land Use Designation	Medium Density Residential
Proposed Land Use	C-1 (Neighborhood Commercial)
Lots (No. & Type)	4 (2 empty, 2 parking lots)
Number of Residential Units	None
Number of Phases	1
Gross Density (Dwelling Units per Acre)	N/A

2.2 Surrounding Land Uses

Direction	Current Zone	Future Land Use Map	Development	Current Jurisdiction
North	R-8 (High Density Residential)	Medium Density Residential, Commercial	Single-family Residences	Kuna
	R-6 (Medium Density Residential)	Medium Density Residential, Commercial	Single-family Residences	Kuna
South	R-6 (Medium Density Residential)	Commercial	Single-family residences; Methodist Church	Kuna
East	R-6 (Medium Density Residential)	High Density Residential	Five (5) duplexes; Single-family residence	Kuna

West	R-6 (Medium Density	Medium Density Residential	Carrington Meadows Subdivision: Single-family residences	Kuna
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III APPLICANTS REQUEST

- 3.1** Applicant requests to re-plat a portion of Letha’s Subdivision by combining Lot 1/Portion of Lot 4 (APN: R5225750015), and Lot 2 (APN: R5225750020), and to Rezone from R-6 (Medium Density Residential) to C-1 (Neighborhood Commercial); Section 23, Township 2 North, Range 1 West.

IV PROCESS AND NOTICING

- 4.1** In accordance with Kuna City Code [\(KCC\) 1-14-3](#), Combination Plats and Rezones are designated as Public Hearings, with the Commission as a recommending body and Council as the decision-making body. This land use application was given proper public notice and followed the requirements set forth in [Idaho Code §67-65](#) Local Planning Act.
- A. Neighborhood Meeting: May 19, 2023 (4 Attendees)
 - B. Agency Transmittal: August 1, 2023
 - C. City Website: September 13, 2023
 - D. Kuna Melba News: September 27, 2023
 - E. 300 FT Property Owners Notice: September 27, 2023
 - F. Site Posted: September 27, 2023

V GENERAL PROJECT FACTS

5.1 Site History & Features

- A. The sites are zoned R-6 (Medium Density Residential) and have historically served as a parking lot for the Methodist Church and empty lots.
- B. The Comprehensive Plan Future Land Use Map (FLUM) serves as a guide and is not the actual zone; the subject sites are designated as Medium Density Residential but are surrounded by a Commercial or High Density Residential designation.
- C. The subject site has an estimated slope of 0 – 2%, and according to the USDA Soil Survey for Ada County, bedrock depth is estimated to be greater than 60 inches.
- D. Staff are not aware of any environmental, health or safety issues beyond the subject site being within the Nitrate Priority Area. The Idaho Department of Environmental Quality (DEQ) provides recommendations for surface and groundwater protection practices and requirements for development of the site.

VI STAFF ANALYSIS

6.1 Dimensional Standards & Site Layout

- A. The Applicant proposes to combine two (2) lots of the four (4) lots and Rezone to C-1 (Neighborhood Commercial). Per [KCC 5-3-3](#), the minimum allowable lot size for the C-1 zone is 2,000 SF; as the parcels will each be .34 acres (approx. 14,810 SF) or larger, they meet these dimensional standards.

- B. Lot 1, Block 1 (1.23 acres) is proposed to run North to South on the East side of the subdivision with an arm reaching Westward towards N Franklin Avenue, while Lots 2 (0.34 acres) and 3 (0.365 acres), Block 1 are to be on the Southwest of the subdivision and remain their existing dimensions and use as a parking lot.

6.2 Pathways & Trails Master Plan

- A. There are no future pathways or trails indicated within the subject sites.

6.3 Open Space: N/A

6.4 Landscaping

- A. Lots 2 and 3 have an approximately 12 foot wide curbed planting area running down their shared property line, which then flares to approximately 60 feet wide on the West and 40 feet wide on the East. Trees, shrubs, turf, and rock are within this strip.
- B. The Northeast and Northwest corners of Lot 2 each contain an additional planting area with rock mulch and a tree, while the length of the North property line is curbed with a 4 foot wood fence immediately behind.
- C. The South property line of Lot 3 has a concrete sidewalk along its length which provides pedestrian access to Kuna United Methodist Church.
- D. As Lot 3 is intended to be developed as the future Kuna Food Bank, a Landscape Plan will be provided as part of the Design Review application.

6.5 Fencing

- A. The subdivision is bordered by a six (6) foot wood fence on the North and East, and a six (6) foot vinyl and/or wood fence and the church on the South.
- B. Commercial Subdivision perimeter fencing is not required per [KCC 6-4-2\(B.4\)](#), however, as the proposed subdivision is bordered by residences, the existing fencing provides a visual barrier between the competing uses.

6.6 Ada County Highway District (ACHD)

- A. ACHD has determined no improvements are required to the streets adjacent to the proposed project.
- B. ACHD has provided staff level approval of the proposed project with no Conditions.

6.7 Boise Project Board of Control (BPBC)

- A. BPBC notes there are no Boise Project or Boise-Kuna Irrigation District facilities located on the subject sites.
- B. The subject sites possess a valid water right.

6.8 Department of Environmental Quality (DEQ)

- A. DEQ has provided general guidelines for development of the subject sites.

6.9 Public Works

- A. Public Works has provided their support of this application.

- B.** The closest water, sewer, and pressurized irrigation connection points are located within N Franklin Road; flow modeling may be required to verify pipe sizes and/or adequate supply.

6.11 Comprehensive Plan

- A.** Goal Area 2: Kuna will be a healthy, safe community.

1. Goal 2.I.: Ensure that Kuna's residents are food secure and have access to readily available healthy foods.

Analysis: *The United Methodist Church has operated the Kuna Community Food Bank from its location since 1994, providing emergency food to residents and assisting local stores with reducing food waste; the Food Bank has now outgrown the church facilities and is ready for a standalone location. This enlarged facility allows the Food Bank to increase the amount taken in, thus increasing the number of residents they serve by providing basic food necessities and produce.*

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

1. Goal 3.A.: Ensure community design directs growth and implements sustainable land use patterns.
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.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 Future Land Use Map (FLUM) designed and adopted to guide current and future growth of our community; the ultimate zone is not required to match the designation identified though it is encouraged. Based on the surrounding FLUM designations and the extended duration the Kuna Community Food Bank has been operating within the site, it appears acceptable to request a Commercial zone; as such, the Applicant has pursued the required land use applications to ensure all requirements are met while still accomplishing the ultimate goal.*

- 6.11 Conclusion:** Upon review, staff finds this Combo Plat and Rezone request to be in substantial compliance with [Title 5](#) and [Title 6](#) of Kuna City Code, the Comprehensive Plan, and [Idaho Code §67-65](#).

VII PROPOSED FINDINGS OF FACT

Based upon the record contained in Case Nos. 23-02-CPF and 23-04-ZC, including the Comprehensive Plan, Kuna City Code, Staff's Memorandum, the exhibits, and testimony during the Public Hearing, the Council hereby *Approves/Conditionally Approves/Denies* Case Nos. 23-02-CPF and 23-04-ZC, a request for Combo Plat and Rezone of Serving Subdivision.

If the Council wishes to Approve, Conditionally 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** Do the Combo Plat and Rezone applications contain the necessary requirements listed in [Title 5](#) and [Title 6](#) of Kuna City Code?
- A.** The Applicants have submitted a complete application and following staff review of technical compliance, the applications are compliant with KCC Title 5 and Title 6. (+)

- 7.2** Does this proposal comply with the Comprehensive Plan Future Land Use Map (FLUM), and is the site selection appropriate for the proposed project?
- A.** The FLUM is intended to serve as a guide for future development and designates the subject site as Medium Density Residential and surrounding areas as High Density Residential and Commercial. Though the Applicant has requested a C-1 (Neighborhood Commercial) zone, upon review, staff finds the zone appropriate based on the subject site's location, its proximity to W 4th Street and the Downtown corridor, and because the Food Bank has been operating from the Kuna United Methodist Church since 1994. (+)
- B.** Even though the intended use is commercial in nature due to the Official Schedule of District Regulations in [KCC 5-3-2](#), it is a low impact commercial use. (+)
- 7.2** Was the Neighborhood Meeting conducted in and were the public noticing requirements met in accordance with city Ordinances and Idaho Code?
- A.** The Applicant held a Neighborhood Meeting May 19, 2023, with 4 in attendance. An agency transmittal was sent to affected agencies August 1, 2023, a public notice was posted to the city website August 21, 2023, and a legal notice was published in the Kuna Melba News on August 23, 2023. Finally, a notice was mailed to all known and affected property owners within 300 foot radius of the subject site on August 23, 2023. The Applicant posted a sign on the property September 1, 2023. (+)
- 7.3** Does the availability of existing and proposed public services and infrastructure accommodate the proposed development?
- A.** The closest water, sewer, and pressurized irrigation points are within N Franklin Road and Public Works has provided their approval of this project. (+)
- B.** ACHD has determined no roadway improvements are required as part of this project and has provided their approval. (+)
- 7.4** The Applicant and/or Owner of the property have the right to request a written regulatory taking analysis.
- A.** Pursuant to [Idaho Code §67-8003](#), the owner of private property that is subject of such action may submit a written request for a regulatory taking analysis with the City Clerk. Not more that twenty-eight (28) days after the final decision concerning the matter at issue, the City shall prepare a written taking analysis concerning the action if requested.

VIII COMMISSIONS RECOMMENDATION

Based upon the facts outlined in staff's report and the testimony as presented at the hearing, the Commission Recommended Approval of Case Nos. 23-01-CPF and 23-03-ZC.

IX COUNCIL'S PROPOSED ORDER OF DECISION

Based on the facts outlined in staff's report, documentation contained in the case file, and the public testimony as presented at the hearing, the Council hereby *Approves/Conditionally Approves/Denies* Case Nos. 23-02-CPF and 23-04-ZC, subject to the following Conditions:

8.1 Staff Recommended Conditions: None

8.2 Site Layout & Dimensional Standards: None

8.3 Pathways & Trails Master Plan: None

8.4 Open Space: N/A

8.5 Landscaping: None

8.6 Fencing

A. Fencing within and around the subject site shall comply with [KCC 5-5-5](#).

8.7 Ada County Highway District: None

8.8 Boise Project Board of Control: None

8.9 Public Works: None

8.10 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 the sewer connections.
2. The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
3. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties."
4. The Kuna Rural Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Rural Fire District are required.
5. The Kuna Municipal Irrigation System (KMIS) and Boise Project Board of Control shall approve any modifications to the existing irrigation system.
6. Approval from Ada County Highway District (ACHD) shall be obtained, and Impact Fees must be paid prior to issuance of any building permit(s).
7. All public rights-of-way shall be dedicated and constructed to the standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.

B. 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.

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

- D.** 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).
- E.** It is the responsibility of the Developer or his Engineer to coordinate and design for the stricter requirement between agencies and the City of Kuna standards for the entire development
- F.** The Developer/Owner/Applicant, and/or 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.
- G.** Developer/Owner/Applicant shall follow staff, City Engineers and other agency recommended requirements as applicable.
- H.** Developer/Owner/Applicant shall comply with all local, state, and federal laws.

DATED this 17th day of October 2023.

BEFORE THE CITY COUNCIL OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATION OF) **Case No. 23-01-CPF & 23-03-ZC**
)
DeWayne Hagler)
)
) **STAFF REPORT FOR HAGLER**
) **SUBDIVISION COMBINATION PLAT &**
For subdivision of 227 W King Road.) **REZONE APPLICATION.**

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**I
EXHIBIT LIST**

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

1.1 Exhibits:

<i>DESCRIPTION OF EVIDENCE</i>	Withdrawn	Refused	Admitted
1.4 STAFF MEMO			X
1.2 FCO'S COMMISSION.pdf			X
1.3 COMMISSION MINUTES 08.22.2023.pdf			X
2.1 P&Z APPLICATION COVERSHEET.pdf			X
2.2 COMBO PLAT APPLICATION.pdf			X

2.18 REZONE APPLICATION.pdf			X
2.3 VICINITY MAP.pdf			X
2.3 VICINITY MAP.pdf			X
2.5 NARRATIVE.pdf			X
2.6 CONFIRMATION OF NO FORMAL DEED.pdf			X
2.7 AFFIDAVIT OF LEGAL INTEREST.pdf			X
2.8 LEGAL DESCRIPTION.pdf			X
2.9 PRELIMINARY PLAT.pdf			X
2.10 FINAL PLAT.pdf			X
2.11 NEIGHBORHOOD MEETING CERTIFICATION.pdf			X
2.12 PUBLIC HEALTH DISTRICT PLOT PLAN.pdf			X
2.13 CUSTOMER CONSENT TO PROCEED WITH ENGINEERING - ID POWER.pdf			X
2.14 ACHD DRIVEWAY APPROACH PERMIT APPLICATION.pdf			X
2.15 ORIGINAL AGENCY TRANSMITTAL.pdf			X
2.16 ORIGINAL KMN PUBLICATION PROOF - NOT PUBLISHED.pdf			X
2.17 ORIGINAL WEBSITE NOTICE.pdf			X
2.19 UPDATED AGENCY TRANSMITTAL.pdf			X
2.21 UPDATED WEBSITE NOTICE.pdf			X
2.22 KMN PUBLICATION PROOF.pdf			X
2.23 300 FT PROPERTY OWNERS NOTICE.pdf			X
2.26 PROOF OF PROPERTY POSTING.pdf			X
2.24 BOISE PROJECT BOARD OF CONTROL.pdf			X
2.25 BOISE-KUNA IRRIGATION DISTRICT.pdf			X
2.26 ADA COUNTY HIGHWAY DISTRICT.pdf			X
2.27 CITY ENGINEERS MEMO.pdf			X
2.28 BOISE-KUNA IRRIGATION DISTRICT.pdf			X
2.29 UPDATED ADA COUNTY HIGHWAY DISTRICT.pdf			X
2.30 WEBSITE NOTICE COUNCIL.pdf			X
2.31 KMN PUBLICATION PROOF COUNCIL.pdf			X
2.32 300 FT PROPERTY OWNERS NOTICE - COUNCIL.pdf			X
2.33 PROOF OF PROPERTY POSTING COUNCIL.pdf			X
2.34 CORRECTED 300 FT MAILER - COUNCIL.pdf			X
2.35 CHARLES HAM COMMENTS.pdf			X

II PROJECT SUMMARY

2.1 Subject Site & General Project Details

Description	Details
Acreage	5
Existing Land Use	A (Agriculture)
Future Land Use Designation	Low Density Residential
Proposed Land Use	R-2 (Low Density Residential)
Lots (No. & Type)	3 single-family with acreage
Number of Residential Units	3 Single-family (1 existing, 2 new)
Number of Phases	1
Gross Density (Dwelling Units per Acre)	0.6 DUA

2.2 Surrounding Land Uses

Direction	Current Zone	Future Land Use Map	Development	Current Jurisdiction
North	RUT (Rural Urban Transition)	Low Density Residential	Swan Estates Subdivision: Single-family homes with acreage	Ada County
South	A (Agriculture)	Low Density Residential	Farm fields	Kuna
East	A (Agriculture)	Medium Density Residential	Dusty Layne Subdivision: Single-family homes with acreage	Kuna & Ada County
West	RUT (Rural Urban Transition)	Low Density Residential	Fay Subdivision: Single-family home with acreage	Ada County

III APPLICANTS REQUEST

- 3.1** Applicant requests Combination Plat approval to re-subdivide Lot 2, Block 1 of the Fay Subdivision into three (3) total lots, and Rezone from A (Agriculture) to an R-2 (Low Density Residential) zone, to care for aged parents.

IV PROCESS AND NOTICING

- 4.1** In accordance with Kuna City Code [\(KCC\) 1-14-3](#), Combination Plats and Rezones are designated as Public Hearings, with the Commission as a recommending body and Council as the decision-making body. This land use application was given proper public notice and followed the requirements set forth in [Idaho Code §67-65](#) Local Planning Act.
- A.** Neighborhood Meeting: January 11, 2023 (10 Attendees)
 - B.** Original Agency Transmittal: July 7, 2023
 - C.** Updated Agency Transmittal: July 17, 2023
 - D.** City Website: September 11, 2023
 - E.** Kuna Melba News: September 13, 2023
 - F.** 300 FT Property Owners Notice: September 13, 2023; Corrected Notice: September 29, 2023
 - G.** Site Posted: September 22, 2023

V GENERAL PROJECT FACTS

5.1 Site History & Features

- A.** Historically, the subject site has served as Lot 2, Block 1 of the Fay Subdivision (recorded 02.28.1992) and contains a single-family home with outbuildings, horse pen and agricultural fields. The site was Annexed into Kuna City Limits (Ordinance No. 2006-82) with an A (Agriculture) zone.

- B. The Comprehensive Plan Future Land Use Map (FLUM) designates the subject site as Low Density Residential; the site is currently zoned A (Agriculture) and if the Rezone request is approved, the site will be compliant with the FLUM.
- C. The subject site has an estimated slope of 3 – 5.9%, and according to the USDA Soil Survey for Ada County, bedrock depth is estimated to be 20 – 40 inches and greater than 60 inches.
- D. Staff are not aware of any environmental, health or safety issues beyond the subject site being within the Nitrate Priority Area. The Idaho Department of Environmental Quality (DEQ) provides recommendations for surface and groundwater protection practices and requirements for development of the site, and the Central District Health Department provides requirements for location and installation of private septic systems.

VI STAFF ANALYSIS

6.1 Dimensional Standards & Site Layout

- A. The Applicant proposes to re-subdivide the subject site into three (3) total lots with an R-2 (Low Density Residential) zone. Per [KCC 5-3-3](#), the minimum allowable lot size is 20,000 SF; as the resulting parcels are each over one (1) acre in size, they meet these dimensional standards.
- B. The three (3) proposed parcels are to be laid out East to West, with each facing North towards W King Road, and are bordered on the South by the Mora Canal; the required canal easement of 65 foot from centerline has been maintained. Lot 1 is proposed to be 1.68 acres and will contain DeWayne & Faye Hagler’s existing home, outbuildings, and pens, while the remaining Lots, separated by the Mora Wasteway No. 1 ditch, are proposed to be 1.39 and 1.93 acres, and will be for the Hagler’s children; the required easement has been maintained at this ditch as well.
- C. The existing residence is served by a private septic system and the two (2) future single-family homes propose to be served by private septic systems as well. The Applicant’s submitted a proposed septic location diagram for future Lot 3, on October 24, 2022.

6.2 Pathways & Trails Master Plan

- A. A future greenbelt overlay, trail and bike route is proposed along the Mora Canal, however, there is no current development along the canal besides single-family homes with acreage and/or agricultural fields, and as there is a federal easement of 65 feet from centerline, any future pathway surface or turf can be installed within this easement.

6.3 Open Space

- A. Due to this proposed subdivision only having three (3) lots, it is exempt from open space requirements per [KCC 5-17-12\(D\)](#).

6.4 Landscaping

- A. Typically, when a roadway is classified as a Minor Arterial, a 20 – 30 foot landscape buffer with a 8 foot detached sidewalk and 4 – 8 foot irrigated planter strip is required; however, there is no other buffer and/or sidewalk developed upon the seven (7) miles of which W King Road traverses the City of Kuna’s Area of City Impact (ACI). Upon staff and Director review, it has been determined that based on the closest sidewalk being located approximately 2,500 feet away on S School Street, staff would be in support of these improvements not being required but will Condition the Applicants be required to dedicate the amount of right-of-way determined by the Ada County Highway District (ACHD).

6.5 Fencing

- A. An approximately four (4) foot white vinyl split rail fence exists in front of Hagler's home, then a 3-strand barbed wire fence continues along the remainder of the property boundaries.
- B. Generally, barbed wire fencing is not permitted per [KCC 5-5-5](#), unless it can be demonstrated the it is used solely for the containment of animals. Per the existing and proposed use of the subject site containing horses and/or livestock, staff would be in support of the site being permitted to maintain the existing barbed wire fencing.

6.6 Ada County Highway District (ACHD)

- A. ACHD notes that King Road, which is classified as an Arterial, is currently improved with two (2) travel lanes (25 feet of pavement), and no curb, gutter, or sidewalk, within 55 feet of right-of way (30 feet as measured from centerline).
- B. King Road is listed within the CIP (Capital Improvement Plan) to be widened to three (3) lanes from S Meridian Road to S Swan Falls Road between 2036 and 2040; no improvements West of S Swan Falls Road were referenced.
- C. Staff notes there are no street improvements for King Road West of S Swan Falls Road identified on the ACHD 2022 – 2026 Integrated Five Year Work Plan (IFYWP), the 2024 – 2028 Draft IFYWP, nor the 2036 – 2040 CIP. Though ACHD notes King Road is identified as having future Level 2 bike facilities, this project was not listed either.
- D. As of September 29, 2021, the section of King Road West of S Swan Falls has a daily traffic count of 2,272 vehicle trips with 221 of said trips being within the peak PM hour. Per the Institute of Transportation Engineers Trip Generation Manual, 11th Edition, the project is estimated to generate 19 additional vehicle trips per day (10 existing), with two (2) of those trips being within the peak PM hour (1 existing).
- E. ACHD Policy states the standard three (3) lane street section shall be 46 feet from back-of-curb to back-of-curb, within 70 feet of right-of-way. Based on this proposed project, the Applicant will be required to dedicate an additional nine (9) feet of right-of-way the length of the King Road frontage.
- F. Additional roadway improvements will also be required, including pavement widening to a minimum of 17 feet from centerline (approximately five (5) additional feet) with a three (3) foot gravel shoulder, and five (5) foot detached concrete sidewalk located a minimum of 32 feet from centerline, within 78 feet of total right-of-way (ROW).
- G. There is an existing 22 foot wide driveway approximately 98 feet West of the East property line; typically, direct access is not permitted but as there is no access to a lower classified street, driveways are permitted at the appropriate spacing as set forth in District Policy. The Applicant proposes to widen and reconstruct this existing driveway to a 25 foot wide curb return style, however, this does not meet District Policy; however, ACHD recommends approval of this driveway as it is being proposed as a shared driveway to serve both Lots 1 and 2, and it reduces the number of driveways accessing King Road.
- H. Upon development of Lot 3, ACHD will require a 20 foot wide paved curb cut driveway located at the West property line. The updated existing driveway for Lots 1 and 2, and the future driveway for

Lot 3 shall be paved at least 30 feet into the site as gravel creates road maintenance issues on King Road.

- I. Staff notes that per [KCC 5-17-13\(B.3\)](#) an eight (8) foot wide detached sidewalk and 4 – 8 foot irrigated planter strips required on Arterials; however, the closest section of existing sidewalk is located on S School Avenue approximately 1,300 feet away, and the subject site is not being served by the Kuna Municipal Irrigation System (KMIS). Therefore, staff would be in support of deferring sidewalk installation to a future time.
- J. In review of the roadway improvements required by ACHD, staff reached out to discuss and upon additional review, ACHD has determined the Applicant shall dedicate an additional nine (9) feet of right-of-way (to total 39 feet from centerline) along the W King Road frontage; reconstruct the existing driveway located on the East of the site to a 25 foot wide paved curb return type to serve lots 1 and 2 as a shared driveway; and to construct a 20 foot wide paved curb return driveway on the West property line for future Lot 3.

6.7 Boise Project Board of Control (BPBC)

- A. The Mora Canal Wasteway No. 1 lies within the boundary of this proposed project and BPBC notes and asserts the federal easement of 25 feet on each side as measured from centerline.
- B. No landscaping or gravel is permitted within these easements and must remain a flat, drivable surface.
- C. Any fencing, gates or pathways must be constructed off the wasteway easement.
- D. The Mora Canal Wasteway No. 1 easements shall be noted on all Preliminary and Final Plats.

6.8 Boise-Kuna Irrigation District (BKID)

- A. BKID notes the subject site is five (5) acres in size but only has 2.70 acres of water rights.
- B. Per the subject site's location, the BKID Board of Directors has determined the lands are within BKID boundaries and are entitled to BKID water; if the site is annexed into the Kuna Municipal Irrigation System (KMIS), KMIS shall provide the water.

6.9 Public Works

- A. The existing residence is served by a private well and septic system, and the two (2) new Lots are proposed to be served by private wells and septic systems also.
- B. As the existing city services are outside of the 300 foot radius from the subject site, the City Engineer can support approval of this project.

6.10 Comprehensive Plan

- A. Goal Area 3: Kuna's land uses will support a desirable, distinctive, and well-designed community.
 - 1. Goal 3.A.: Ensure community design directs growth and implements sustainable land use patterns.
 - 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.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 Future Land Use Map (FLUM) is designed and adopted to shape current and future growth of our community; by ensuring this application in compliant with the FLUM, the appropriate growth occurs within the appropriate area, in compliance with that areas zoning regulations. The Applicants private property rights are maintained by assisting them in with applicable regulations to their desired development and assisting them in navigating those requirements and the application process in which to achieve those goals. The city strives to ensure that fees are fair for the amount of staff time which goes into each application type, and the public noticing required for land use actions.*

6.11 Conclusion: Upon review, staff finds this Combo Plat and Rezone request to be in substantial compliance with [Title 5](#) and [Title 6](#) of Kuna City Code, the Comprehensive Plan, and [Idaho Code §67-65](#).

VII PROPOSED FINDINGS OF FACT

Based upon the record contained in Case Nos. 23-01-CPF and 23-03-ZC, including the Comprehensive Plan, Kuna City Code, Staff's Memorandum, the exhibits, and testimony during the Public Hearing, the Council hereby *Approves/Conditionally Approves/Denies* Case Nos. 23-01-CPF and 23-03-ZC, a request from the Hagler's to subdivide 227 W King Road into three (3) single-family lots and Rezone from A (Agriculture) to R-2 (Low Density Residential).

If the Council wishes to Approve, Conditionally 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** Do the Combo Plat and Rezone applications contain the necessary requirements listed in [Title 5](#) and [Title 6](#) of Kuna City Code?
- A.** The Applicants have submitted a complete application and following staff review of technical compliance, the applications are compliant with KCC Title 5 and Title 6. (+)
- 7.2** Does this proposal comply with the Comprehensive Plan Future Land Use Map (FLUM), and is the site selection appropriate for the proposed project?
- A.** The FLUM designates the subject site and surrounding areas as R-2 (Low Density Residential) and the Applicants have requested a Rezone from A (Agriculture) to R-2, thus being compliant with the FLUM. (+)
- B.** As the requested Rezone to R-2 is compliant with the FLUM, the subject site is appropriate for the proposed project, and if approved, the proposed project will maintain the same general feel of the area by containing single-family homes with acreage. (+)
- 7.2** Was the Neighborhood Meeting conducted in and were the public noticing requirements met in accordance with city Ordinances and Idaho Code?
- A.** The Applicant held a Neighborhood Meeting January 11, 2023, with 10 in attendance. An agency transmittal was sent to affected agencies July 7, 2023, with an updated transmittal including Rezone information being sent July 17, 2023. A public notice was posted to the city website September 11, 2023. A legal notice was published in the Kuna Melba News and a 300 foot property owners notice

was mailed on September 13, 2023. The Applicant posted a sign on the property September 22, 2023. (+)

- 7.3** Does the availability of existing and proposed public services and infrastructure accommodate the proposed development?
- A.** The existing residence (future Lot 1) is served by private well and septic, and the two (2) additional lots also propose to be served by private well and septic, which will not cause additional strain on existing infrastructure. Upon review of the proposed project, the City Engineer can provide support of approval. (+)
- B.** As the Applicants are aged and have no school age children, and because their adult children will be the future property owners of the two (2) additional lots, no additional students will be contributed to the Kuna Joint School District No. 3 student body. (+)
- C.** Per ACHD, the acceptable level of service for King Road is better than “E”, and an additional nine (9) of right-of-way shall be dedicated thus providing room for future improvements once identified. (+)
- 7.4** The Applicant and/or Owner of the property have the right to request a written regulatory taking analysis.
- A.** Pursuant to [Idaho Code §67-8003](#), the owner of private property that is subject of such action may submit a written request for a regulatory taking analysis with the City Clerk. Not more that twenty-eight (28) days after the final decision concerning the matter at issue, the City shall prepare a written taking analysis concerning the action if requested.

VIII COMMISSION’S RECOMMENDATION

Based upon the facts outlined in staff’s report and the testimony as presented at the hearing, the Commission recommended Approval of Case Nos. 23-01-CPF and 23-03-ZC.

IX COUNCIL’S PROPOSED ORDER OF DECISION

Based on the facts outlined in staff’s report, documentation contained in the case file, and the public testimony as presented at the hearing, the Council hereby *Approves/Conditionally Approves/Denies* Case Nos. 23-01-CPF and 23-03-ZC, subject to the following Conditions:

- 9.1 Staff Recommended Conditions:** None
- 9.2 Site Layout & Dimensional Standards:** None
- 9.3 Pathways & Trails Master Plan**
- A.** Developer/Owner/Applicant shall not be required to develop a greenbelt overlay, trail, or bike route along the Mora Canal as there is no similar development along said canal. Should the subject site and/or surrounding properties be redeveloped in the future, this item shall be re-evaluated.
- 9.4 Open Space:** None
- 9.5 Landscaping:** None

9.6 Fencing

- A. Developer/Owner/Applicant shall be permitted to continue the use of barbed wire fencing per [KCC 5-5-5](#), as it is used for the containment of horses and/or livestock.

9.7 Ada County Highway District

- A. Developer/Owner/Applicant shall dedicate an additional nine (9) feet of right-of-way along the King Road frontage.
- B. Developer/Owner/Applicant shall widen the East shared driveway to a total of 25 feet, locate the future Lot 3 driveway on the West property line as noted, and pave the approved driveways a minimum of 30 feet into the site.

9.8 Boise Project Board of Control

- A. No landscaping or gravel, fencing, gates or pathways are permitted within the Mora Canal Wasteway No. 1 federal easement of 25 feet from centerline,
- B. The Mora Canal Wasteway No. 1 easements shall be noted on all Preliminary and Final Plats.

9.9 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 the sewer connections.
 2. The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
 3. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties."
 4. The Kuna Rural Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Rural Fire District are required.
 5. The Kuna Municipal Irrigation System (KMIS) and Boise Project Board of Control shall approve any modifications to the existing irrigation system.
 6. Approval from Ada County Highway District (ACHD) shall be obtained, and Impact Fees must be paid prior to issuance of any building permit(s).
 7. All public rights-of-way shall be dedicated and constructed to the standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.
- B. 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.
- C. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the

requirements of the Boise Project Board of Control is required.

- D.** 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).
- E.** It is the responsibility of the Developer or his Engineer to coordinate and design for the stricter requirement between agencies and the City of Kuna standards for the entire development
- F.** The Developer/Owner/Applicant, and/or 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.
- G.** Developer/Owner/Applicant shall follow staff, City Engineers and other agency recommended requirements as applicable.
- H.** Developer/Owner/Applicant shall comply with all local, state, and federal laws.

DATED this 17th day of October 2023.

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

IN THE MATTER OF THE APPLICATION OF)	Case No. 23-01-OA
)	
THE CITY OF KUNA)	
)	
)	
<i>For an Ordinance Amendment to combine Title 5 and Title 6 of Kuna City Code.</i>)	STAFF MEMO FOR ORDINANCE AMENDMENT APPLICATION.

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1. Exhibit List
2. Process and Noticing
3. Applicant’s Request
4. Staff Analysis
5. Proposed Findings of Fact and Conclusions of Law
6. Commission’s Recommendation

**I
EXHIBIT LIST**

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

1.1 Exhibits:

<i>DESCRIPTION OF EVIDENCE</i>	<i>Withdrawn</i>	<i>Refused</i>	<i>Admitted</i>
1.6 STAFF MEMO			X
1.2 P&Z COMISSION SIGN IN SHEETS.pdf			X
1.3 P&Z COMMISSION FCO'S.pdf			X
1.4 P&Z COMMISSION MINUTES.pdf			X
2.1 P&Z APPLICATION COVERSHEET.pdf			X
2.2 ORDINANCE AMENDMENT APPLICATION.pdf			X
2.3A KCC TITLE 5 & 6 REWRITE DRAFT REDLINES.pdf			X
2.3B KCC TITLE 5 & 6 REWRITE DRAFT.pdf			X
2.4 OPEN HOUSE MATERIALS AND COMMENTS.pdf			X

2.5 EAST KUNA INDUSTRIAL OVERLAY DISTRICT.pdf			X
2.6 DOWNTOWN OVERLAY DISTRICT.pdf			X
2.7 CITY OF KUNA DOWNTOWN DESIGN STANDARDS.pdf			X
2.12 COMMISSION PROPOSED CHANGES.pdf			X
2.14 COUNCIL PROPOSED CHANGES.pdf			X
2.15 COUNCIL REQUESTED CHANGES 9.19.2023.pdf			X
2.9 AGENCY TRANSMITTAL.pdf			X
2.10 P&Z COMISSION KUNA MELBA NEWS.pdf			X
2.13 CC KUNA MELBA NEWS.pdf			X
2.8 GARRETT MICHAELSON COMMENT.pdf			X
2.11 CINDY GIESEN COMMENT.pdf			X

**II
APPLICANTS REQUEST**

- 2.1** The City of Kuna requests consideration from the City Council for an Ordinance Amendment to combine Title 5, Zoning Regulations and Title 6, Subdivision Regulations into one Development Regulation Title.

**III
PROCESS AND NOTICING**

- 3.1** Kuna City Code (KCC), [Title 1, Chapter 14, Section 3](#), states Ordinance Amendments to are designated as a public hearing with the Planning and Zoning Commission as the recommending body and City Council as the decision-making body. This request was given proper public notice and followed the requirements set forth in Idaho Code, [Title 67, Chapter 65](#), Local Land Use Planning Act and Kuna City Code, [Title 5](#).

- A.** Agency Comments Request: May 12, 2023
- B.** Kuna Melba News Newspaper: August 9, 2023, and August 16, 2023
- C.** Agenda September 5, 19 and October 17, 2023

**IV
AGENCY RESPONSES**

4.1 Agency Responses

Agency	Exhibit No.

V STAFF ANALYSIS

- 5.1** The City of Kuna requests consideration from the Council for an Ordinance Amendment to combine Title 5, Zoning Regulations and Title 6, Subdivision Regulations into one Development Regulation Title.

An Open House was held on April 5, 2023, from 4:00 to 6:00 pm at Kuna City Hall. There were ten (10) attendees, the meeting notification, sign-in-sheet and comment cards are provided in [Exhibit 2.4](#).

Proposed changes include but are not limited to, definitions, the Decision-Making Authority Process Table, the public hearing process, the Official Schedule of District Land Use Regulations, the Official Height and Area Standards Table, newly proposed overlay districts, parking requirement minimums, the lot split and lot line adjustment application process, and landscaping requirements.

The Commission recommended approval of the ordinance amendment with the recommended changes in [Exhibit 2.12](#).

Changes were requested from the Council on September 19, 2023 to the public hearing procedure, those changes can be viewed in [Exhibit 2.15](#). Two additional changes are included on page 55 and 234 to correct typing errors.

VI PROPOSED FINDINGS OF FACT

Based upon the record contained in Case No. 23-01-OA, Kuna City Code, Idaho Code, the Comprehensive Plan, Staff's Memorandums, including the exhibits, and the testimony during the Public Hearing, the Council hereby (*Approves/Conditionally Approves/Denies*) the proposed Findings of Fact and Conclusions of Law.

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.

- 6.1** Have the public notice requirements been met within the guidelines of applicable Idaho Code and City Ordinances?
- A.** Legal notices were published in the Kuna Melba News on August 9, 2023, and August 16, 2023. (+)
- 6.2** In accordance with [KCC 5-1A-3](#) were applicable agencies notified and asked to provide comment?
- A.** Applicable agencies were notified and asked to provide comments on May 12, 2023. (+)

VI
COMMISSION'S RECCOMENDATION

Based upon the record contained in Case No. 23-01-OA, including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the Public Hearing, the Commission recommended approval of the application.

VII
COUNCILS'S PROPOSED ORDER OF DECISION

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

Based upon the record contained in Case No. 23-01-OA, including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the Public Hearings the Council hereby Approves/Conditionally Approves/Denies the application.

DATED this 17th day of October 2023.

Bobby Withrow
Kuna Parks, Fleet and Facilities Director
Email: Bwithrow@kunaid.gov



MEMORANDUM

To: Mayor, Council

From: Bobby Withrow

Subject: Park Impact Fee Contingency Request

Mayor and Council,

In March Council approved \$500,000.00 to start the Helen Zamzow Park. We are coming down to the end of the fiscal year that was approved for, and I am reporting we have gone over the allocated amount of \$500,000.00. We had a few budget tracking issues in house that we didn't catch until late September, early October. I could come with a bunch of excuses but in the end, it was my fault for the overages. I will point out a few areas that were apart of us going over: Concrete, City Pressurized Irrigation system, equipment rentals. Working with staff, we had a concept plan but for the most part we are designing and building as we went. For concrete we went with bigger, thicker pathways and wanted to a finished product. The P.I. is up to Public Work Standards which included a lot of brass fittings. For a project like this, we needed bigger equipment that City doesn't have, and we are not able to purchase yet.

I am requesting Contingency from the Park Impact Fee fund for approximately \$300,000.00.

Thank you for your consideration,

Bobby Withrow
Parks Director
Fleet/Facilities



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

Telephone (208) 922-5546
 Email: CEngels@kunaID.gov

MEMORANDUM

TO: Mayor Stear and Council
 FROM: Chris Engels, City Clerk
 RE: Kuna Police Station
 DATE: October 12, 2023

Mayor and Council,

The project team asks for consideration and ratification of:

✓ \$37,733.32 in contingency funds use for the following:

Budget Amount	Description	Date	Vendor
(\$7,753.54)	Change Order #1008 - Black Fence	06.12.2023	Prusik Construction
(\$5,800.59)	Change Order #1011 - Replace Glazing Glass	07.17.2023	Prusik Construction
(\$2,472.60)	Gas line for Back up Generator	07.17.2023	Intermountain Gas
(\$5,845.09)	Change Order #1014 - Added Fence at Shop	08.16.2023	Prusik Construction
(\$4,650.00)	Increased Construction Administration (ADP)	08.22.2023	ADP - Inv. # 22160-06
(\$2,106.72)	Change Order #1017 - New White Fridge	08.28.2023	Prusik Construction
(\$3,811.85)	Change Order #1016 - Change SOD to Rock	08.28.2023	Prusik Construction
(\$73.13)	Fold out kitchen table	08.31.2023	Wayfair
(\$867.97)	Air Compressor	09.12.2023	DB Supply
(\$20.69)	Blow Gun and Adapter (Air Compressor)	09.12.2023	Napa Auto Parts
(\$3,009.38)	Police Station Furniture Soft Room/Chief's Office	09.15.2023	Amazon
(\$40.84)	Motion and Flow - Fittings for Compressor	09.19.2023	MFCP
(\$285.00)	Atlas professional Services	09.26.2023	Atlas
(\$586.62)	Change Order #6 CR#1024	09.25.2023	Prusik Construction
(\$273.40)	Soils Field Density Tech	08.30.2023	Atlas
(\$135.90)	Cylinder pick up	05.04.2023	Atlas
\$37,733.32	TOTAL		

Updates:

- ✓ Construction is complete other than the generator which is on back order.
- ✓ \$440,174.70 beginning contingency balance
 (\$95,812.08) used as of this date
 \$344,362.62 remaining with no further contingency expenses expected

Thank you,
 Chris Engels, City Clerk

(Space above reserved for recording)

**ORDINANCE NO. 2023-23
CITY OF KUNA, IDAHO**

**1597 S FORREY ROAD
MUNICIPAL ANNEXATION AND ZONING**

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

- **MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND**
- **ANNEXING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NO. R7321000501 OWNED BY JOHNNY T. SWANSON AND VALDEEN M. SWANSON, WITHIN UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO; AND**
- **ESTABLISHING THE ZONING CLASSIFICATIONS OF SAID REAL PROPERTY; AND**
- **DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

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

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

WHEREAS, JOHNNY T. SWANSON and VALDEEN M. SWANSON, (The "Owners") of **1597 S FORREY ROAD** [legally described in Exhibit A attached hereto and by this reference herein incorporated] (the "Real Property").

WHEREAS, the Real Property is situated in the unincorporated area of Ada County, and

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

- Annexation of the Real Property with an R-2 zoning district classification.

WHEREAS, the Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on May 23, 2023, as required by Section 67-6525, Idaho Code, made findings (approved by the Commission on June 27, 2023) where it was recommended to the Mayor and Council that the annexation for lands described in Exhibit A and the R-2 zoning request, be approved;

WHEREAS, The Council, pursuant to public notice as required by law, held a public hearing on August 15, 2023, on the Owner's application and request for the Real Property annexation and zoning, as required by Section §67-6525, Idaho Code, and made findings (approved on September 5, 2023) wherein the City Council determined that the Owner's written request and application for annexation of 1597 S Forrey Road should be granted with a R-2 zoning district classification.

WHEREAS, the zoning classification of R-2 is appropriate to meet the requirements of the Kuna City Code and should be granted.

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

Section 1: The Kuna City Council hereby finds and declares that the Real Property described below are contiguous to the City, that said property can be reasonably assumed to be used for the orderly development of the City, and that the owners of said property has requested, in writing, annexation thereof to the City.

Section 2: The Real Property, situated in Ada County, Idaho, adjacent to and contiguous to the City, commonly known as 1597 S Forrey Road and more particularly and legally described in “Exhibit A”– Legal Description, and “Exhibit B” – Location Map, attached hereto and incorporated herein by reference, is annexed to and incorporated in the incorporated territorial limits of the City of Kuna, Idaho.

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

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

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

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

DATED this 17th day of October 2023.

CITY OF KUNA

ATTEST:

Chris Engels, City Clerk

EXHIBIT A
LEGAL DESCRIPTION

1597 S FORREY ROAD - JOHNNY T. SWANSON AND VALDEEN M. SWANSON
MUNICIPAL ANNEXATION AND ZONING

A portion of Lots 15 and 16, Rader Kroeger's Subdivision duly recorded in Book 5 of Plats at Page 205, records of Ada County, Idaho, and more particularly described as follows:

Commencing at the section corner common to Sections 26, 27, 34 and 35, Township 2 North, Range 1 West, Boise Meridian, and the REAL POINT OF BEGINNING for this description:

Thence North 00° 16' 32" West 534.40 feet along the East section line to a point in the New York Canal Right-Of-Way;
Thence Southwesterly in the New York Canal right-of-way the following courses and distances:

South 77° 01' 09" West 460.64 feet;

South 66° 34' 14" West 115.00 feet;

South 49° 17' 48" West 127.00 feet;

South 43° 15' 43" West 230.00 feet;

South 28° 15' 15" West 155.00 feet to a point on the South section line;

Thence South 89° 51' 30" East 884.33 feet along the South section line to the REAL POINT OF BEGINNING.

