



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

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

City Council Meeting
AGENDA
Tuesday, December 03, 2024

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. Pledge of Allegiance: Mayor Stear

3. Consent Agenda: ACTION ITEMS

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

- A. Regular City Council Meeting Minutes Dated November 19, 2024**
- B. Accounts Payable Dated November 26, 2024, in the amount of \$1,092,946.34**
- C. Final Plats**

- 1. Case No. 24-17-FP (Final Plat) Ashton Estates Sub. No. 7**

D. Resolutions

- 1. Resolution R74-2024**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY LENNAR HOMES OF IDAHO, LLC, FOR EWING MEADOWS SUBDIVISION NO. 1 FOR UNCOMPLETED WORK INCLUDING STREET LIGHTS PURSUANTANT TO THE TERMS OF THIS RESOLUTION.

- 2. Resolution R75-2024**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY LENNAR HOMES OF IDAHO, LLC, FOR EWING

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MEADOWS SUBDIVISION NO. 1 FOR UNCOMPLETED WORK INCLUDING FENCING PURSUANTANT TO THE TERMS OF THIS RESOLUTION.

3. Resolution R76-2024

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY LENNAR HOMES OF IDAHO, LLC, FOR EWING MEADOWS SUBDIVISION NO. 1 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANTANT TO THE TERMS OF THIS RESOLUTION.

4. Resolution R77-2024

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY HAYDEN HOMES IDAHO, LLC, FOR ASHTON ESTATES SUBDIVISION NO. 7 FOR UNCOMPLETED WORK INCLUDING STREET LIGHTS PURSUANT TO THE TERMS OF THIS RESOLUTION.

5. Resolution R78-2024

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY HAYDEN HOMES IDAHO, LLC, FOR ASHTON ESTATES SUBDIVISION NO. 7 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

6. Resolution R79-2024

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID VALOR GOLF VILLAS, LLC, FOR GOLF VILLAGES 3 FOR UNCOMPLETED WORK FOR STREET LIGHTS PURSUANT TO THE TERMS OF THIS RESOLUTION.

7. Resolution R80-2024

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID VALOR GOLF VILLAS, LLC, FOR GOLF VILLAGES 3 FOR UNCOMPLETED WORK FOR LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

8. Resolution R81-2024

A RESOLUTION OF THE CITY COUNCIL OF THE CITY KUNA, IDAHO APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KUNA, IDAHO AND ADA COUNTY, IDAHO; AND THE ADA COUNTY SHERIFF'S OFFICE; AND VALLEY REGIONAL TRANSIT; AND THE CITY OF BOISE; AND THE CITY OF EAGLE; AND THE CITY OF GARDEN CITY; AND THE CITY OF MERIDIAN; AND THE CITY OF STAR; AND THE EAGLE FIRE PROTECTION DISTRICT REGARDING

EMERGENCY EVACUATION AND TRANSPORATATION SUPPORT; AND AUTHORIZING THE MAYOR TO SIGN AND EXECUTE THE MEMORANDUM OF UNDERSTANDING; AND AUTHORIZING THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

4. Public Comment

5. External Reports

A. Ada County Victim Services – Trina Allen, Executive Director

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.

7. Business Items:

8. Ordinances:

A. Consideration to approve Ordinance 2024-43 ACTION ITEM

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

- MAKING CERTAIN FINDINGS; and
- ENLARGING THE BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM BY THE INCLUSION OF ADA COUNTY ASSESSOR’S TPG AG EHC III (LEN) MULTI STATE 1 LLC; AND
- DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; and
- DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE AS PROVIDED BY LAW; and
- DIRECTING THE CITY ENGINEER TO PROVIDE NOTICE OF THIS ORDINANCE TO THE BOISE~KUNA IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; and
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings

Consideration to approve Ordinance

9. Executive Session:

10. Mayor/Council Announcements:

11. Adjournment:



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Joe Stear, Mayor
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John Laraway, Council Member

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

City Council Meeting
MINUTES
Tuesday, November 19, 2024

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 00:00:35)

COUNCIL MEMBERS PRESENT:

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

CITY STAFF PRESENT:

- Marc Bybee, City Attorney
- Jared Empey, City Treasurer
- Mike Fratusco, Kuna Police Chief
- Adam Wenger, Public Works Director
- Doug Hanson, P & Z Director
- Bobby Withrow, Parks Director
- Morgan Treasure, Economic Development Director
- Nancy Stauffer, Human Resource Director
- Nathan Stanley, City Clerk

Mayor Stear All right welcome and this is the time and place for the City Council meeting for the City of Kuna. We'll go ahead and call this meeting to order; and Nathan, would you take the roll please?

City Clerk Nathan Stanley Council Member McPherson.

Council Member McPherson Here.

City Clerk Nathan Stanley Council Member Biggs.

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Council Member Biggs Here.

City Clerk Nathan Stanley Council Member Laraway.

Council Member Laraway Yes.

City Clerk Nathan Stanley Council President Bruce.

Council President Bruce Here.

City Clerk Nathan Stanley Mayor Stear.

Mayor Stear Here.

2. Pledge of Allegiance: Mayor Stear
(Timestamp 00:00:58)

Mayor Stear And if you'll join me for the Pledge of Allegiance.

Multiple Speakers I pledge allegiance to the flag of the United States of America and to the Republic for which it stands, one nation under God, indivisible, with liberty and justice for all.

Mayor Stear Thank you.

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Consideration to Amend the Agenda
(Council must move to amend the agenda per IC 74-204(4)(b))

Add item 7.B. Consideration to approve Resolution R73-2024 Approving Avalon and Kay award to Knife River Corporation-Mountain West. Morgan Treasure, Economic Development Director.
(Timestamp 00:01:22)

Mayor Stear First item is consideration to amend the agenda.

Council President Bruce I make a motion that we approve the consideration to amend the agenda, adding item 7B.

Council Member McPherson Second.

Mayor Stear Motion is made and seconded to add item 7B to the agenda. Is there any further discussion? All those in favor say 'aye.'

All Council Members Aye.

Mayor Stear Any opposed? Motion carries.

(Timestamp 00:01:33)

Motion To: Amend The Agenda By Adding Item 7.B. Consideration To Adopt Resolution 73-2024

Motion By: Council Member Bruce

Seconded By: Council Member McPherson

Further Discussion: None

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

Members Voting Nay: None

Members Absent: None

Via: Voice Vote

4-0-0

3. 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 00:01:53)

A. Regular City Council Meeting Minutes Dated November 06, 2024

B. Accounts Payable Dated November 13, 2024, in the amount of \$1,326,635.03

C. Final Plats

1. Case No. 24-15-FP (Final Plat) Madron Heights Sub. No. 3

D. Decision and Reason Statement

1. Case No. 24-01-DA MOD (Development Agreement Modification) Napa Vineyards.

E. Resolutions

1. Resolution R72-2024

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE STATEWIDE COPIER AND PRINTER CONTRACT EQUIPMENT PLACEMENT FORM WITH DEX IMAGING SYSTEMS.

2. Resolution R52A-2024

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING AND ADOPTING AN AMENDMENT TO THE FIXED ASSET POLICY SECTIONS 2.5.3 REGARDING FIXED ASSET CAPITALIZATION AMOUNT AND 4.1 REGARDING THE SCHEDULE OF FIXED ASSET DEPRECIATION; AND

AUTHORIZING THE MAYOR TO SIGN SAID DOCUMENT; AND AUTHORIZING THE CITY CLERK TO ATTEST TO SAID SIGNATURE; AND PROVIDING AN EFFECTIVE DATE.

Mayor Stear Next item is a consent agenda.

Council President Bruce I make a motion that we approve the consent agenda, as published.

Council Member McPherson Second.

Mayor Stear Motion's made and seconded to approve the consent agenda, is any further discussion on that motion? Nathan, would you poll the Council, please?

City Clerk Nathan Stanley Council Member McPherson.

Council Member McPherson Yes.

City Clerk Nathan Stanley Council Member Biggs.

Council Member Biggs Yes.

City Clerk Nathan Stanley Council Member Laraway.

Council Member Laraway Yes.

City Clerk Nathan Stanley Council President Bruce.

Council President Bruce Yes.

Mayor Stear And that motion carries.

(Timestamp 00:01:59)

Motion To: Approve The Consent Agenda, As Published

Motion By: Council Member Bruce

Seconded By: Council Member McPherson

Further Discussion: None

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

Members Voting Nay: None

Members Absent: None

Via: Roll Call Vote

4-0-0

4. Public Comment

(Timestamp 00:02:22)

Mayor Stear That takes us to public comment. I had one person sign up for public comment. Is there anybody else who wishes to address the Council that didn't get a chance to sign in? All right, Michael Rocco, you may have the floor, Sir.

Michael Rocco Mr. Mayor, City Council. Historian St. Simon commented on countries in doubt stated, 'in organic periods Men are busy building and critical periods they are busy destroying.' I come before you with an aching heart fiercely of fighting off a sense of apathy and hopelessness, helplessness for the quality of life in our small city of 30,000. I left my beautiful rural New Jersey town due to excessive taxation. My property taxes were \$12,000 annually, which was actually below the average, of which 95% was allocated to the schools. This lived experience has made me sensitive to school levies. I will say that I met with the school... the Kuna School District today and was very educational for me and beneficial.

My wife and I moved to the great and free State of Idaho for family proximity, cost of living and conservative values. Shortly after moving here, I resolved to be an active contributing citizen. I currently serve as the President of My HOA and of the Boise Area Pickleball Association. I've chosen to become familiar with the Kuna Food Bank. I've also been attending the Kuna City Council meetings and Planning & Zoning meetings for well over a year. It is here in the Kuna City Government and its processes involved that has left me feeling overwhelmed. Just last week, the Planning & Zoning Commission in a split decision, approved annexation for 13 acres across from the High School, of which 5 acres annex for R-12 high density housing. One Commissioner, reason he had no choice but to approve based on the city comprehensive plan, future land use designation, and various... dealing with various agencies like ACHD.

In our community, there appears to be a groundswell of frustration and feelings that troubled times have come through our small town. Overcrowded schools, traffic challenges and serious accidents discourage and frighten people. They feel defeated when they see public information on the website posts the latest budget is 2023 or under the transparency category, the most current department reports are 2021. I am so grateful for you, Mr. Mayor, and City Council Members. I have witnessed you collectively giving of your time to help make Kuna a great city. I am especially grateful for some personal time that each of you have allocated to me to learn and to make me a more informed citizen. I pray that you and your families are blessed for your service. My closing comment is we must do better, slow the growth, and hope that we are not in the critical periods of being busy destroying. Thank you.

Council President Bruce Thank you.

Council Member Biggs Thank you.

Mayor Stear Thank you. So is there anybody else who wished to address the Council? If you want to, I'll have you sign in.

Keith Hartman Yeah. *[Inaudible]*

Mayor Stear Yeah, I'll just have you sign your name on the sheet.

Keith Hartman I'm sorry.

Mayor Stear No need to apologize, it's all fine.

Keith Hartman It's my first meeting.

Council Member McPherson Don't make it your last. We like company.

Keith Hartman I'll be here.

Mayor Stear Thank you. And Keith Hartman, you may have the floor, Sir.

Keith Hartman Well, thank you. I moved here 15 years ago from Seattle area. I moved here because my wife and I came through here and we liked the community. The small-town effect of it and that's why we moved here. I'd like to be part of the community. I'd just like to say shortly I've witnessed different communities that I've lived in different States and that has grown properly and forgive me, that have grown a lot and with growth comes to issues. And we all know what they are. Since I've been here in 15 years, I've noticed a lot of those issues coming up and I believe, my opinion, that we are growing too fast. The many wrecks on Meridian Ave., that's one factor of it. I've seen places that were wholesome grow into rotten with growth in the issues comes gangs, drugs, traffic, taxation, many things like that. That destroys the wholesome community. And I've seen it happen and when it happens, it happens fast and then it's too late.

So I'd like to have the Council Members and who all is involved take that into consideration. We do... I understand there's city politics and everything involved, and we may want more growth and more revenue. But at the same time, same thing, that may destroy us. And I would just like to state that I would like more control over growth. And one thing that... Now see, I'm ignorant. I don't know a lot about the law and changing them. But I realize that the laws, the way they're written now, allow. I think I understand this, I may be wrong allow, not contractors, but the big people that developers to pay low impact fees. That in other states, they pay much more. So I'm thinking well, we can have laws changed. I know that I've been told that that you all are bound by the law to go along with this. But I've seen. No Councilman tell people 'we'll try to change the law.' I don't know how to do that. I'm going to. I'm going to try. I know that when I lived in the Seattle area, there was a citizen that really got involved in this and he was able to have laws introduced to the State Senators or Congressmen and he did do a lot of good. So I would just like to state that I oppose the massive growth that we've had. I've already recognized since I've been here in 15 years, the growth and the issues that have come with it. So I'd like to go on record.

Mayor Stear Okay.

Council President Bruce Thank you, Sir.

Keith Hartman Thank you very much.

Mayor Stear If you get a chance one of these days, swing by and we'll visit.

Keith Hartman Yeah, Yeah great, Because like I say, I'm very ignorant. I haven't taken the time to do this. I've had a stroke So I can't really my vocabulary is terrible.

Mayor Stear Now you did fine if you would, though, if you would just state your name and address for the record for the recording.

Keith Hartman Okay, for the record, my name is Keith Hartman. I live at 1252 W Avalon St. here in Kuna.

Mayor Stear All right. Alright, thank you much. I'll look forward to meeting with you.

Keith Hartman Thank you.

Council Member Biggs Thank you.

5. External Reports

6. Public Hearings:

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

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(Timestamp 00:12:24)

- A. Case No. 24-02-AN (Annexation) Wimer Annexation: Powderhorn – Troy Behunin, Senior Planner. Applicant requests Annexation of 41.50 acres into Kuna City Limits applying the R-6 zone to the property. This site is located in Section 11, Township 2 North, Range 1 West (APN; S1311427800). – *Tabled from the November 6, 2024 City Council Meeting* **ACTION ITEM**

Open Public Hearing

Receive evidence

Consideration to close evidence presentation and proceed to deliberation

(Timestamp 00:12:24)

Mayor Stear All right, and that takes us to public hearings case number 24-02-AN, Troy.

Senior Planner Troy Behunin Good evening, Mr. Mayor, and Members of the Council. For the record, Troy Behunin, Development Services, Kuna, Idaho, Senior Planner. The application before you this evening is strictly for annexation, 24-02-AN. If the developer or the landowner would like to pursue any kind of development in the future, they'd have to come back through the public hearing process. But tonight's public hearing is only about the annexation. They are requesting to annex 41.50 acres into the city limits and they are seeking the R-6 zone, which is

the medium-density residential. Staff has reviewed the proposed annexation for qualification and also with compliance with Kuna City Code, The Future Land Use Map, and Idaho State Statutes, and finds that it does meet the requirements listed in in the in those codes. Staff does recommend that if the Council approves this application for annexation that the applicant be subject to the conditions of approval listed out in the staff memo. The applicant is here this evening and they do have a presentation and I will be here for any questions that you might have.

Mayor Stear All right, questions for Troy? All right not yet.

Council President Bruce Thank you, Troy. You got it right the first time, Development Services.

Senior Planner Troy Behunin It was 50/50 and I went really slow.

Mayor Stear All right, yes. If the applicant would like to step forward and state your name and address for the record, please.

Kelli Black, Bailey Engineering Kelli Black, Bailey Engineering, 1119 E State St. Eagle, ID 83616, representing Trilogy Development for Powderhorn. We are requesting, *get to page 2 here...* We are requesting annexation of Powderhorn. The subject site is 41 1/2 acres located on the southeast corner of School Ave. and Mason Creek. The Future Land Use Map has this designated as medium density residential. Surrounding land uses include medium density residential to the north, the east, and the south. Low density residential is designated on the county parcels to the west. We are requesting an R-6 zoning district, which is a medium density zone. The subdivision to the north is zoned R-6 and the subdivision to the south is zoned R-4. Sites to the east and the west are County Rural-Residential. I also have a few aerial views of the site that I wanted to show. This view looks north from Hubbard Rd. You can see how the site includes land that will be the location of the future School Ave. which will connect Hubbard Rd. to Mason Creek Rd. And here's another view of the site and you can see the Denali Heights subdivision on the south, right here. And then lastly, I just wanted to show this portion, which is the southern portion of the site where it connects to Hubbard Rd. Next, I wanted to talk about schools and the mitigation provided by this developer. The developer has contributed 2 sites for use as future schools. In addition, the developer has donated funds to help with school programs. That is all I have. Thank you for your consideration of annexation and zoning of Powderhorn. I will stand for questions.

Mayor Stear All right, questions?

Council Member Biggs Yes, ma'am. Sorry, Kelli Black. The school programs, can you elaborate on that?

Kelli Black, Bailey Engineering Yes. Yes, it was a cash donation. I believe it was used for the CTE program at Swan Falls high school.

Council Member Biggs CTE.

Kelli Black, Bailey Engineering Yeah, the career technical.

Council Member Biggs Thank you.

Mayor Stear Okay, further questions?

Council Member Laraway I got one.

Mayor Stear Yes, go ahead.

Council Member Laraway I know this is just an annexation, but I guess I have questions about on the School Rd. entrance off of Hubbard.

Kelli Black, Bailey Engineering Yes.

Council Member Laraway I know for a fact that road is not very wide and I see and I know these PowerPoints are misleading, but it really looks like some of that road goes into the Denali Subdivision.

Kelli Black, Bailey Engineering Thank you for the question. Yes, when they overlay the color coding, it sort of gets skewed a bit, but the fence line is the boundary of the Denali Heights Subdivision. And then to the West is the boundary for this property and from there we have 50 feet to work with. And so we have enough room to match up with the southern portion of School Ave. that's on the south of Hubbard Rd. What we don't have is the landscape buffer that we would have at the northern part.

Council Member Laraway That's what I was gonna ask. Are you a going to go into Perfect Ln. any or is that?

Kelli Black, Bailey Engineering We cannot go into Perfect Ln. It is a part of the CC&R's for that subdivision, the county subdivision.

Council Member Laraway Another question I have, and I know you do not control this, but looking at the site here how many exit or egress-ingress have you want to call it are going to be on Mason Creek Rd. I know you don't have a plat.

Kelli Black, Bailey Engineering We, on Mason Creek, we will have likely one to match up to what's on silver trails. That subdivision right there if you can see where my mouse is. So it's likely that the road would align there and then of course we'll have that alignment with School Ave. right there.

Council Member Laraway And the entrance-exit Yenlo going into the Denali subdivision. I know you do not control that. That's all ACHD requirements. But I will say this, our biggest complaints when it comes to developing subdivisions is pushing traffic from one new subdivision into another. It's a problem. And I know ACHD does not look at it that way. But I just wanted to get my two cents in if that becomes a problem.

Kelli Black, Bailey Engineering Understood. Thank you. Yes, they will have exits on Mason Creek Rd. We will likely connect to Yenlo Ave. because they did stub the street there for that reason, but then there will be exits onto School Ave. as well.

Council Member Laraway Okay, thank you.

Mayor Stear Okay, anything further for the applicant? Okay. Thank you very much. All right and this is a public hearing. I didn't have anybody signed up to testify in this matter. Is anybody who wishes to sign up to testify? Okay, if you would step forward here and sign up on the sheet here. *And one is in favor, neutral and opposed so. So isn't that nice? You get to pick? You have choices.*

[Brief Silence]

Oh, don't worry about that. All right, very good. And then if you would just state your name and address for the record there at the podium and you may have the floor. And Michael, if you want to sign up, I'll let you go and do that while he's...

Council President Bruce Thank you for participating.

John Deim While he's my name is John Deim, I live at 2528 W Hubbard Rd. On this picture you can't see it. I'm on the very bottom left-hand side of that screen. Right on the intersection of what's Perfect Ln. and Hubbard Rd. May I ask a question of the Council? Or is it just pure...

Mayor Stear Yep.

John Deim what as a City Council, when you're looking at possible annexations and or various construction within the area, what do you consider when we're talking about housing development? What do you what do you look for as to whether or not you're in favor of annexation and or changing the amount of houses per acre, type stuff?

Mayor Stear Well, usually. So we have a future land use map that. We have members of the community come in and they sit on a committee doing the... and decide on the future land use map, what should go where and we actually have a new committee in that's meeting now updating that map, those things are considered and then the comprehensive plan we look at is to what's in there and what things are zoned and what's around it and that type of thing.

John Dime Appreciate it.

Mayor Stear So, hopefully that that's a short explanation, but hopefully that helped.

John Deim I appreciate that, thank you. As I said, I live right at the intersection of Hubbard and Perfect Ln. I find it interesting that the developer wants to put in a 2-lane road up that brown strip that you see going up. That 50 foot is if you put your tape measure right at the fence, right at the fence of Denali, measure out 50 feet. It follows a line of power poles. I've been in on the meetings where the developer has presented this and we asked them 'So what are you going to do about the power' and their response was 'We don't know, we'll leave that to Idaho Power.' The question came up. They're going to put in 160 some homes. And that would be individual homes, I hope. And the question comes up. 'So there, those are all families?' Excuse me, what do you do with the children in regards to schooling going to a school that's already over filled? Where do you? Where do you go? What about the traffic? I don't know how many of you gentlemen have ever been around that school when school gets out, it is a bottleneck and a concern of people trying to get on to Ten Mile Rd. The access coming out on the south is a busy road and I think you are probably aware, maybe a lot of you are not, come springtime, supposedly Hubbard Rd. is

going to be torn up completely from Ten Mile to Meridian. And I have that on very strong knowledge having talked with the representative from the Highway Department.

They're going to take it right on down to nothingness and build it back up so if they have a good base and they assured us we are only going to put in a 2-lane road, except at Linder where we will put in a left turn lane. So #1 in regards to the construction, if that if this development is annexed. Where are you going to take the various trucks going in and out? You have a nice development in regards to Denali. A lot of this traffic is scheduled for that to come out that.

City Clerk Nathan Stanley Sir, you've reached your time. If you can wrap up your final comments.

John Dime Will do, thank you. Look at that big irrigation ditch going right across it. They've made absolutely no plans for protection of children trying to swim across that ditch. No traffic can go out there. I would request of the Council to deny the annexation and especially even more so, to not change it to from an R-4 to an R-6 if you do approve it. You can't handle it. Thank you.

Council President Bruce Thank you.

Mayor Stear Thank you, very much, Sir. Is there anybody else that's going to want to testify?

Michael Rocco Michael Rocco, 1286 E Fort Erie St. in Kuna, ID. So the questions I have for the developer are is, is how many phases? What's the projected population after the project is complete? What's the projected number of children that they will have once they all these R-6 are completed? I'd like to know what the what the cash amount was that was donated to, was it Swan fall? Also they talked about two donated sites. I'd like to know where those two donated sites are. Approximate value of those two donated sites. I didn't have a chance to look at the packet, but I assume that they've looked at there's going to be ACHD for traffic study, so I'm echoing what John was just talking about. You got the majority of schools that are overpopulated already. And does Trilogy have any other developments, or have they done any other business in the city of Kuna?

Mayor Stear Okay, thank you. And then again if you would just state your name and record for the address and. And I'll let you even have your agenda back when you...

Tim Jensen, Kuna School District Oh, yeah, thank you. Tim Jensen with Kuna School District 711 E Porter St. here in Kuna. And I just felt like I want to get up and confirm the donations that the developer has made to the school district with the cash and the land donations as well. I just want to make sure to give that confirmation to you guys as well. So, I'll stand for any questions.

Mayor Stear Okay. Anybody have any questions?

Council Member Laraway No, Sir.

Council Member Biggs So, reading the memo, there was a lot of really good information on that, but I didn't see it as a solid recommendation of for, or against.

Mayor Stear It's neutral.

Council Member Biggs It's neutral?

Tim Jensen, Kuna School District Yeah. I just want to sign up and confirm what they said, you know, about the donation side of it, so.

Council Member Biggs And so and then we can also confirm that although the levy passed with a 59% rate to have a bond passed, which would affect building, requires a super majority...

Tim Jensen, Kuna School District That is correct.

Council Member Biggs and there is none on the agenda or lease, there's none in the school district or the school board is hasn't proposed a bond anytime in the year, right?

Tim Jensen, Kuna School District No, not at this time.

Council Member Biggs Thank you, Sir.

Tim Jensen, Kuna School District Yeah, absolutely.

Council President Bruce I have a question.

Mayor Stear Yes.

Council President Bruce And the current numbers are correct for the packet that we have in here for the school district?

Tim Jensen, Kuna School District Yeah. Yeah, the numbers were updated as of, we do our official count on the 5th day of school and during that time we all the schools are tasked with confirming. You know they're enrolling the actual enrollment of kids and dropping those and. And as everybody knows, enrollment in schools isn't static. You know, they're, you know, they move. We have kids moving and out all through the year. And so, yeah...

Council President Bruce Thank you. Yes, Sir.

Tim Jensen, Kuna School District Yeah, so those are just the numbers as of the 5th day of school and so.

Council Member Biggs This is the best layout I've seen so far. Drawing it out. Thank you.

Council President Bruce Thank you. Mr. Jensen.

Mayor Stear Thank you, Sir. All right. Was there anybody else who was testifying in this matter? *Yeah, if you want to sign up.*

Council President Bruce We'll waive the fee for you.

Mayor Stear This is this is how I get my Christmas card list. Nathan, make a note of that. *All right, that's good, right. Thank you very much.*

Ann Potcher My name is Ann Potcher and I live in that corner property, there on the left, right at the very left. And I've been here for 20.... How long, ear? 24. Oh, that's all. Okay, 20+. So, but when I moved in, it was just the rural properties county properties there on the left. What we had

7 properties and since then all of this is coming around us. And this last parcel was sold by the neighbor. But I would say you've got what I'd like to reiterate what John Deim said. You've got R-4 right here, south. And, you've got county property on the right, county property on the left. And, I mean, it's going to get developed one way or another, but I certainly would like to see it kept at R-4, which was the original development and with the traffic that that's a concern. The traffic that's going to come out of Hubbard Rd. and I know the people from Denali Heights are probably concerned about that as well and that that's the R-4 development right there. So that's pretty much all I have to say, I... Kuna is getting crowded enough. I know you want the revenue. I know you'd like to see the progress. But many people moved here because of the rural flavor of the town. And so R-4 is plenty, so that's all I have to say, thanks.

Mayor Stear Thank you. And I'll just make a note since I've heard a couple of people say it. The city doesn't need more revenue if we don't have growth. It doesn't do any of us any good to make more money for the city. So without the growth, we don't need it, so. Just so you know, that's not why we approve things. We don't do that for more revenue. Anyway, anybody else that wanted to testify? Okay. And if there's anybody after him, if you would sign on the sheet here, so we can move this along. All right. And then if you would just state your name and address for the record and you may have the floor.

Randy Patterson I'm Randy Patterson. I'm at 2205 W Rickens St. which is directly behind across Mason Creek, so my back fence looks into that property. I'm a long-time resident of Kuna. I grew up on a farm just to the west of there, east of there, over on Linder, which is now covered with houses are getting covered with houses. My biggest concern about this development is the traffic. I see the traffic every day around that school. There's no out, to get out, except to go out to Ten Mile. You can't, of course if they put it all the way through, you come down to Hubbard and I know they're working on the road to go out to Columbia. And even with those outlets, I'm afraid their traffic is going to be horrendous with that number of houses and it's already bad. So I just like to say I'd like to see some changes made to so that we could get traffic out if that's what they decide to do, or maybe think about what we're doing? Thank you.

Mayor Stear Okay, very good. Thank you, Sir.

Council President Bruce Thank you, Randy.

Mayor Stear All right. Would the applicant like a chance for rebuttal?

Kelli Black, Bailey Engineering Thank you. I just wanted to speak to a few things that were brought up. Again, this is annexation at this point and zoning. So we are looking for the R-6. A lot of the things that were brought up, the phasing, the traffic, the canal and School Ave. and the design of that, will be worked through with preliminary plat and included in that application. We'll submit a traffic impact study, ADHD, and the city will review that and with regard to School Ave. we will work with them on the design for that because of course they are the driver of how that looks. *Let's see.* With the school I did want to speak to that a little bit. The levy did pass, which is great. You know, I think if you've seen the board meetings, there was a lot of community involvement, a lot of advocacy efforts put into play that played a key role in this. And I think that the momentum from this and the continued community involvement will assist

in the passage of the next bond. Both the community and the Board are working very hard to get the next bond passed, which is the way the state of Idaho funds schools. In addition, the district has said in their letter that they do have a couple of ways to mitigate capacity, including busing students, and then, of course, passing the bond. And again, the district is really worth working diligently in addressing capacity, and I do think they're doing a really great job. And the developer has been working with the school district. As mentioned, the development team provided mitigation with the two school sites, as well as the funds for the school program, and that saves the taxpayers \$3.7 million. And with regard to the zoning, R-6 is a really good zoning for the site. It's sort of sandwiched between R-4 and R-6, so it makes sense to put R-6 right there so that you can sort of transition up to the north where we have R-6 currently. And with that, I'll stand for questions.

Mayor Stear All right, questions for the applicant?

Council President Bruce I do.

Mayor Stear Yes.

Council President Bruce So were the in regards to the schools, were the mitigation in the school sites with the previous development?

Kelli Black, Bailey Engineering I don't know when they were donated. I think that would be something we could ask the school district, but it's been an effort that they've work on continuously.

Council President Bruce Over...through the development that they've had, okay.

Kelli Black, Bailey Engineering Yeah. Through all of their developments. They continue to work with them as partners.

Council President Bruce Thank you.

Mayor Stear Anything further? All right. Thank you very much.

Kelli Black, Bailey Engineering Thank you.

Mayor Stear And the question is rightly before Council.

Council President Bruce I make a motion that we close evidence presentation and move to deliberation.

Council Member Biggs Second.

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

All Council Members Aye.

Mayor Stear Any opposed? motion carries.

(Timestamp 00:37:30)

Motion To: Close Evidence Presentation And Proceed To Deliberation

Motion By: Council Member Bruce

Seconded By: Council Member Biggs

Further Discussion: None

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

Members Voting Nay: None

Members Absent: None

Via: Voice Vote

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Council President Bruce Do you have anything?

Council Member Biggs I have a lot of things.

Council President Bruce You want to start?

Council Member Biggs Well, we'll say it's been said at nauseam for the last several, well, years, months, schools can't keep up with capacity that that memo that we got from the school district lays it right out those numbers. And as much as we appreciate things that they try to do to mitigate, there is no bond in our future. If you talk to anybody that I talked to, constituents on the street, especially just passing levy, I guess having taxes there that the temperature for a bond probably isn't that good, especially to meet the Super majority threshold. So I'm really concerned about. I know this is just annexation, but it's going to be with the total intent of putting as Kuna City Code says, 58-103 strain on services, not so much on the city services, but on the schools. Because I can't look at these numbers all in the red from 122% to 329% across certain schools in Kuna, not to mention Silver Trail is already at 106% capacity...

Council President Bruce Currently.

Council Member Biggs What's that?

Council President Bruce That's currently.

Council Member Biggs Yes, correct at 106. And it's only going to be more. So I have reservations as far as that goes. Traffic, we don't have the study, but we all know that it's going to add to traffic. ACHD generally goes by whatever, as long as it meets the absolute minimums. But we know traffic is already bad enough, especially around Silver Trail. If you drive by there in the afternoons and in the mornings, it will increase, especially if you have another way to go through to another through. I guess to try to come through a subdivision to get out to Hubbard. And I think that's all I have for now.

Mayor Stear Okay.

Council President Bruce You have anything?

Mayor Stear Council Member Laraway.

Council Member Laraway I will add to some of that dilemma. I know the schools are at capacity now. We all know that, but there's also a subdivision that's just a little bit to the north, across from the high school that's already starting to be developed. So those houses are going to come into play. And I'm assuming the school district could correct me, but I'm assuming that those children will be going to Silver Trail. I doubt if you're gonna bus them all the way to Reed. Just curious, the school's always going to be our concern. I won't walk away from that responsibility. But I am all concerned about, like we talked about at the beginning, the biggest problem we have when we approve subdivisions, traffic. And possibly they're gonna go down to school, possibly they're gonna go out on Mason Creek, but I don't understand why ACHD figures we have to shuttle traffic into another subdivision to get out. It makes no sense to me, and I know that's their policy. But it's not a good practice, especially when they put that in our lap and they expect us to be somewhat cognizant of what we're approving and what we're denying. The... I do not disagree with that section being an R-4, the transition you were referring to could be also the transition from R-4 to R-6 across from Mason Creek. That's R-6. I just I'm looking at this and I really just school St. has me worried because I just do not believe there's enough road there without them taking out the sidewalk. I just don't see it. That's my two cents.

Mayor Stear Okay, anything further?

Council President Bruce Do you have anything?

Council Member McPherson Same song and dance. Schools, roads, you know...

Council President Bruce Yeah.

Council Member McPherson This is the point at which we can control it, yea or nay. Which we know. I guess my hesitation would be, you know, we hear 'Oh, we're just annexing it now. We don't know when.' And then three weeks from now, it'll be coming through on a fast-moving train, you know?

Council President Bruce That's what I was...yeah.

Council Member McPherson So it's where we at with we know schools are at capacity, roads are horrible and going to be under more construction and that makes it even worse. And then, you know, sewer capacity plays in there somewhere on down the line which we have to really think about 'til then, per say, but we do, we need to think about. So, all the same things to consider.

Council President Bruce I agree the, obviously the capacity of schools, even right now, much less with everything that's already outstanding. The trips it will add 11138 trips a day per the traffic report that we have in the file coming down that road and Hubbard which is already...

Council Member Laraway When you...Oh I'll will go after you.

Council President Bruce Which is already a nightmare. And then and then also, once we annex our property, we're handcuffed. We've been sitting up here before and that's where we've been before, so this is our chance to deny it and we can look at it down the road.

Council Member McPherson Somebody with more brains than me? Didn't we just hear, And I believe it was the Napa Valley, one that they were going to have to widen over to three full lanes all the way through, or five lanes or something? that one of the gentlemen talked about widening part of it or just having to turn lane and redo it, but didn't they? Wasn't it Ten Mile and Meridian Rd. they...

Council President Bruce I thought they were talking to...

Council Member Laraway Had to just so we know. I've spoken with ACHD and they are going to redo Hubbard from Ten Mile to Meridian in 2025. They are not increasing the size of it. So basically we got a 2-lane road

Council Member Biggs Except for the Linder intersection, which is going to be.

Council Member McPherson Right turn lanes on it. But I thought that development had to widen it.

Council Member Laraway Which development?

Council Member McPherson The Napa Valley one at Hubbard, no at Hubbard and Meridian Rd.

Mayor Stear Well, there could be a variance between their five-year plan and what development is required.

Council Member Laraway Your five-year plan might have that, but I know when I spoke to ACHD. They are not increasing.

Council Member McPherson Wait, wait, wait. I know....

Mayor Stear They would be speaking to the five-year plan. ACHD...

Council Member McPherson They'll redo it now and then when the development tries to happen, they'll make them redo it again.

Mayor Stear Yeah, we're going to do a new round and then round it up.

Council Member McPherson Yeah, they'll redo it. So they can redo it again. That's what will happen.

Council President Bruce And they'll close everything around it while they're at it. So for me that that's kind of where I stand. So I'll make a motion to deny case #24-02-AN.

Council Member Biggs Second.

Mayor Stear All right. We have a motion and a second, is there any further discussion on that motion?

Council Member Laraway Second.

Council President Bruce Yeah, He already seconded, I guess. Yeah. Something's going off on you.

Mayor Stear All those in favor?

Council Member Laraway Wait a minute, my ears were going off. What are what was the motion?

Council President Bruce I made a motion to deny it, he seconded it.

Council Member Laraway Thank you.

Mayor Stear All right, we have a motion and a second. Any further discussion on that motion? All those in favor say 'aye.'

All Council Members Aye.

Mayor Stear Is there anyone opposed? And that motion carries.

Council President Bruce Thank you.

(Timestamp 00:45:00)

Motion To: Deny Case #24-02-AN

Motion By: Council Member Bruce

Seconded By: Council Member Biggs

Further Discussion: None

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

Members Voting Nay: None

Members Absent: None

Via: Voice Vote

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7. Business Items:

(Timestamp 00:45:55)

A. Budget Presentation, Jared Empey, City Treasurer. **ACTION ITEM**

Mayor Stear And that takes us to business items item 7A. Budget Presentation, Jared Empey.

City Treasurer Jared Empey Good evening, Mayor and Council, Jared Empey, City Treasurer. Before you, I have year-end budget recap for fiscal 2024 that ended on September 30th, 2024. So the first page that you see is just our combined cash statement. So you can see this is kind of our liquid balance sheet as you can see the different bank accounts and investment accounts that the City had on September 30th, and how it's allocated by fund, as you can see the total cash and investments totals \$75 million across \$76 million. And as you can see, it's allocated below to each fund. The general fund currently at year end had \$20,700,000. The late Comer Fund had

about \$6 Million Water fund had \$14.7 million, rather. And sewer fund had \$18.8 million and the irrigation fund had \$9.5 million. And then the rest of the funds are kind of minor funds. So I'm very pleased with the cash position and the liquidity that the City currently has.

Then the next statement is essentially an income statement summary. So as you can see in accounting, we try and have different bases of accounting, meaning we like to look at when we earned money at different times. So as you can see, we have a budget basis. So in other words, what I do budget update. This is the basis that I'm presenting it on. And then in the next column is a modified accrual basis. So at year-end I compute depreciation and make adjustments for those depreciation calculations. And so that's the difference there. However, those depreciation adjustments are only for proprietary fund, so that would be the water, the sewer, irrigation for fiscal 2024.

And as you can see, under both basis of accounting, the city is doing well financially. And which bodes well for the future, especially since year end we had \$147 million in assets. That's the historical value. Unfortunately, under United States Accounting Standards, we don't adjust those for fair market value adjustments. Instead, we carry those at historical value. So if something's 40 years old and it should be 5 times that, we don't make adjustments for that. So if we do a rough adjustment, we probably have about \$250 million in assets. And if we have approximately \$76 million in cash, that means we have approximately a 30% coverage ratio, which is very good. So that we can avoid bonding for future repairs that will necessarily need to be done. So because eventually infrastructure wears out or needs replaced. So I think we're in a very good financial position in that way. Then on the final sheets, we have the detail for the budgetary basis, as I said before, I think that each fund is operating in a healthy manner, we had a few misses that were outside our control, such as state liquor distribution, came in a little low and State... and the sales tax revenue came in a little low. However, everything else went very well in regards to development income and other items within the general fund,

And let's see, some other highlights. The latecomers fund. So we still have approximately, I want to say \$6 million in obligations for improvements that developers have made. And given that we had approximately \$6 million in cash in the latecomer's fund. That means that we are appropriately setting aside funds to retire those obligations, and the water and sewer fund. We see positive trends in our user base. This morning I noted in our director meeting that we have 11,200 accounts in our that have a water account. In other words, accounts that have a water meter attached to it. This is a positive trend in growth base that should be able to maintain our position or maintain a positive depreciation sinking fund for future asset replacement as well as in the sewer fund and I see positive trends also in the Irrigation Fund and for the rest of the major proprietary funds. The other proprietary funds that you see that may be new are the Water East and the Sewer East those were the funds that were created as part of the donation that META provided. We didn't actually take control of those assets until October 2nd of this of this fiscal year of fiscal 2025; however, we had to buy some IT equipment in order to place out at our Water Ops building out there. And so that's why there's those small expenses there. But other than that, everything seems to be in a very positive direction and I'm pleased with the financial results. If you have any questions, I'd be happy to answer those.

Mayor Stear Okay, question for Jared? I just want to say I appreciate the fact that we're moving an upward trend. We do have with a lot of aging infrastructure. There's a lot of projects that are going to be coming up that need to be taken care of and those, those are a little difficult to go out and bond for. Plus these projects they already cost double what they should. And then if you have to bond for them, there's interest on top of that they cost double again. And I think it's just bad use of taxpayer funds not to be able just to take care of the systems that we have. So I think we're doing a good thing there that saves us a lot of money and we don't have to worry about it as we see things that are deteriorating, we can just go after them and get them so very appreciative of that so... Anybody else have any questions for Jared?

Council President Bruce No, Sir. Thank you, Jared.

Council Member Laraway Take the rest of the night off.

[Laughter]

Council Member Biggs I have one general question, as far as it goes and this might be an HR and a Jared question, but as far as like staff salaries and stuff like that, how often does that go up for renewal? I mean, there's imagine there's like a COLA increase or normal increase, but does the City Council normally review that and recommend the increases?

Mayor Stear So normally those come at budget time, that's when we talk about COLA increases and things like that as it is during the budget Season and Jared does analysis on what cost of living increases are and that type of thing. So, each year during the project budget process is when we discuss those things.

Council Member Laraway Do you have staff research increases for your City Council? You know, we had to do it 45 days before the election or something?

Council President Bruce Yeah. I think we spoke about that. That was for that was before any election, but this is he's actually talking about staff here. Like staff on the payroll like parts or he's not talking about council, he's talking about staff, yeah.

Council Member Laraway I was wondering if that was included.

Mayor Stear Yeah, in order to look at raises for elected officials, those have to come right before an election. Otherwise Mayors and Council Members could give themselves a pay increase right after they're elected. So the timing of that is controlled by the Legislature, but...

Council Member Laraway I just didn't know if that was in our budget.

Council President Bruce Thank you, Mr. Jared.

Mayor Stear All right. Very good. Thank you.

City Clerk Nathan Stanley Mayor, I just wanted to make note that it is listed as an action item, but that's just a clerical error. It was just a presentation, so just making note for the record.

Mayor Stear Oh, all right.

B. Consideration to approve Resolution R73-2024 Approving Avalon and Kay award to Knife River Corporation-Mountain West. Morgan Treasure, Economic Development Director ACTION ITEM

(Timestamp 00:55:51)

Mayor Stear The next business item is an action item. Consideration to approve the resolution R73-2024 approving the Avalon and Kay award to Knife River Corporation Mountain West, Morgan.

Council President Bruce Glad to see this one.

Mayor Stear Yeah, that's why we amended the agenda was I wasn't... didn't want to wait any more on this to happen.

Economic Development Director Morgan Treasure Thank you, Mayor and Council and the Mayor kind of stole my thunder on this one. The reason you didn't see it come through the consent agenda like you normally would on this kind of thing is because we did get the signed contract from Knife River back a day after, so we wanted to amend the agenda so we didn't have the next step, which is construction scheduling wait another two weeks before we had a signed contract, so... This is just the approval of the bid and the signing of the contract. We'll get that back to Keller and to our construction manager and get going on putting the schedule together for this one to get it rocking and rolling.

Council President Bruce That's great. I get asked that question every time I walk into the Post Office or Walgreens or Latte Da' out anywhere over there.

Council Member Laraway Stop walking.

[Laughter]

Council Member Biggs I thought was that it was a, not eminent domain, but wasn't one of the one of the owners had a problem, I guess, and, but I guess they're all good with that now?

Economic Development Director Morgan Treasure Councilman Biggs, we do have to do a little bit of a right of way acquisition on this one and that is moving through the process concurrently. We just have to get, due to the nature of where the property is at with the deed, We have to set up a reconveyance and there's lots of steps for paperwork for that. So, we by the time it's constructed, the entire right of way can be dedicated back to... It's ACHD on that corner, so.

Council Member Biggs Oh, okay. Thank you.

Mayor Stear Well, I want to give a special thanks to staff, everybody that's had a hand in this. This has been a very long and drawn-out process. As you know we have ITD and ACHD working on the same project and because of that it became a City project. So we had to take control of that. I think Morgan's done a great job of carrying that on through and Clerk's office for helping to get these bids out and that type of thing. So...

Council President Bruce I think...

Mayor Stear It's actually just welcome news to finally actually be able to put a finish line on something.

Council President Bruce I think this was the first thing I asked about when I got elected.

Council Member McPherson I'd say this has been going on for.

Mayor Stear I wanted that I wanted that done before the post office opened in there but shows how much pull I got.

Council Member Biggs I was following a car one day and the car went airborne in front of me at that intersection, a Jeep and Ford Fusion. That was interesting. Everyone was okay though.

Council President Bruce Thank you guys, staff and everyone has moved this forward. I make a motion we approve R73-2024.

Council Member McPherson Second.

Mayor Stear Motion is made and seconded for approval of R73-2024 is any further discussion.

Mayor Stear All those in favor say 'aye.'

All Council Members Aye.

Mayor Stear Any opposed? And that motion carries.

(Timestamp 00:58:48)

Motion To: Approve R73-2024

Motion By: Council Member Bruce

Seconded By: Council Member McPherson

Further Discussion: None

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

Members Voting Nay: None

Members Absent: None

Via: Voice Vote

4-0-0

8. Ordinances:

(Timestamp 00:59:12)

A. Consideration to approve Ordinance 2024-41 **ACTION ITEM**

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

- MAKING CERTAIN FINDINGS; and
- ENLARGING THE BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION

- SYSTEM BY THE INCLUSION OF ADA COUNTY ASSESSOR'S DB DEVELOPMENT LLC.; AND
- DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; and
 - DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE AS PROVIDED BY LAW; and
 - DIRECTING THE CITY ENGINEER TO PROVIDE NOTICE OF THIS ORDINANCE TO THE BOISE~KUNA IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; and
 - PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings
Consideration to approve Ordinance
 (Timestamp 00:59:19)

Mayor Stear And that takes us to Ordinances. Consideration to approve ordinance 2024-41, An Ordinance of the City Council of the City of Kuna: making certain findings; and enlarging the boundaries of the Kuna municipal irrigation system by the inclusion of Ada County Assessors, DB Development, LLC; and declaring water rights of appurtenant thereto are pooled for delivery purposes; and directing the City Clerk to record this ordinance as provided by law; and directing the City Engineer to provide notice of this ordinance to the Boise~Kuna Irrigation District, The owners, and update the irrigation system map; and providing an effective date.

Council President Bruce I make a motion that we waive 3 readings of Ordinance 2024-41.

Council Member McPherson Second.

Mayor Stear Motion is made and seconded with the 3 readings. All those in favor say 'aye.'

All Council Members Aye.

Mayor Stear Any opposed? That motion carries.

(Timestamp 01:00:03)

Motion To: Waive 3 Readings Of Ordinance 2024-41

Motion By: Council Member Bruce

Seconded By: Council Member McPherson

Further Discussion: None

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

Members Voting Nay: None

Members Absent: None

Via: Voice Vote

4-0-0

Council President Bruce I make a motion that we approve Ordinance 2024-41, as published.

Council Member McPherson Second.

Mayor Stear Motion is made and seconded for approval of the ordinance. Is there any further discussion on that motion? Nathan, would you poll the Council, please?

City Clerk Nathan Stanley Council Member McPherson.

Council Member McPherson Yes.

City Clerk Nathan Stanley Council Member Biggs.

Council Member Biggs Yes.

City Clerk Nathan Stanley Council Member Laraway.

Council Member Laraway Yes.

City Clerk Nathan Stanley Council President Bruce.

Council President Bruce Yes.

Mayor Stear And that motion carries.

(Timestamp 01:00:14)

Motion To: Approve Ordinance 2024-41, As Published

Motion By: Council Member Bruce

Seconded By: Council Member McPherson

Further Discussion: None

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

Members Voting Nay: None

Members Absent: None

Via: Roll Call Vote

4-0-0

B. Consideration to approve Ordinance 2024-42 ACTION ITEM

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

- MAKING CERTAIN FINDINGS; and
- ENLARGING THE BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM BY THE INCLUSION OF ADA COUNTY ASSESSOR’S DB DEVELOPMENT LLC.; AND
- DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; and
- DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE AS PROVIDED BY LAW; and
- DIRECTING THE CITY ENGINEER TO PROVIDE NOTICE OF THIS ORDINANCE TO THE NAMPA~MERIDIAN IRRIGATION DISTRICT, THE

- OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; and
- PROVIDING AN EFFECTIVE DATE.

*Consideration to waive three readings
 Consideration to approve Ordinance*

(Timestamp 01:00:38)

Mayor Stear That takes us to consideration to approve Ordinance 2024-42. An Ordinance of the City Council of the City of Kuna: making certain findings; and enlarging the boundaries of the Kuna municipal irrigation system by the inclusion of Ada County Assessors DB Development LLC.; And declaring water rights apartment there are two are pooled for delivery purposes; and directing the City Clerk to record this ordinance as provided by law; and directing the City Engineer to provide notice of this ordinance to the Nampa-Meridian Irrigation District, The owners, and update the irrigation system map; and providing an effective date.

Council President Bruce I make a motion that we waive 3 readings of Ordinance 2024-42.

Council Member McPherson Second.

Mayor Stear Motion is made and seconded to waive the 3 readings. All those in favor say ‘aye.’

All Council Members Aye.

Mayor Stear Any opposed? That motion carries.

(Timestamp 01:01:23)

Motion To: Waive 3 Readings Of Ordinance 2024-42

Motion By: Council Member Bruce

Seconded By: Council Member McPherson

Further Discussion: None

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

Members Voting Nay: None

Members Absent: None

Via: Voice Vote

4-0-0

Council President Bruce Make a motion that we approve Ordinance 2024-42, as published.

Council Member McPherson second.

Mayor Stear Motion is made and seconded for approval of the ordinance. Is there any further discussion on that motion? Nathan, would you poll the Council?

City Clerk Nathan Stanley Council Member McPherson.

Council Member McPherson Yes.

City Clerk Nathan Stanley Council Member Biggs.

Council Member Biggs Yes.

City Clerk Nathan Stanley Council Member Laraway.

Council Member Laraway Yes.

City Clerk Nathan Stanley Council President Bruce.

Council President Bruce Yes.

Mayor Stear And that motion carries.

(Timestamp 01:01:36)

Motion To: Approve Ordinance 2024-42, As Published

Motion By: Council Member Bruce

Seconded By: Council Member McPherson

Further Discussion: None

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

Members Voting Nay: None

Members Absent: None

Via: Roll Call Vote

4-0-0

9. Executive Session:

(Timestamp 01:02:01)

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

Mayor Stear And that takes us to an executive session under title 74-206 (E).

Council President Bruce Who do we need?

Mayor Stear And who do we need? Morgan and Doug and Marc.

Economic Development Director Morgan Treasure And Bobby

Mayor Stear And Bobby

Council Member McPherson He has to stay finally.

Council President Bruce Marc, anyone else? That's it.

Council Member Laraway Nancy Jared.

Council President Bruce I'll make a motion that we adjourn to executive session title 74-206 (E).

Council Member McPherson Second.

Council President Bruce With Morgan, Doug, Bobby, and Mark.

Mayor Stear Motions made and seconded. We need to poll Council on this one.

City Clerk Nathan Stanley Council Member McPherson.

Council Member McPherson Yes.

City Clerk Nathan Stanley Council Member Biggs.

Council Member Biggs Yes.

City Clerk Nathan Stanley Council Member Laraway.

Council Member Laraway Yes.

City Clerk Nathan Stanley Council President Bruce.

Council President Bruce Yes.

Mayor Stear And that motion carries.

(Timestamp 01:02:25)

Motion To: Enter Executive Session Under Idaho Code §74-206 (e)

Motion By: Council Member Bruce

Seconded By: Council Member McPherson

Further Discussion: None

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

Members Voting Nay: None

Members Absent: None

Via: Roll Call Vote

4-0-0

Minutes For The Executive Session, Required Pursuant To Idaho Code §74-205(2), May Be Found Attached To These Minutes.

10. Mayor/Council Announcements:

11. Adjournment:

Adjournment at 7:25 P.M.

Joe L. Stear, Mayor

ATTEST:

Nathan Stanley, City Clerk

Minutes prepared by Garrett Michaelson, Deputy City Clerk
Date Approved: CCM 12.03.2024



CITY OF KUNA
751 W. 4th Street • Kuna, Idaho • 83634 • Phone (208) 922-5274
Fax: (208) 922-5989 • www.Kunacity.Id.gov



SIGN-UP SHEET

November 19th, 2024 – City Council Public Comment

The City of Kuna welcomes Public Questions and/or Comments during the Public Comment Session, as noted in the agenda.

In accordance with Idaho State Code, Public Comments may NOT include specific land use issues or cases. All comments regarding specific land use issues or cases MUST be heard in their associated Public Hearing(s). Idaho State Code also requires all comments and/or complaints regarding City personnel to be heard in Executive Session.

In all instances The Mayor and City Council may determine if your comments are appropriate for the Open Comment Session, particularly if your comments are covered by Idaho Code § 74-206(1), and may notify you accordingly. If you are recognized to speak you may "have the floor" for up to three (3) minutes unless a separate time duration is determined by The Mayor and/or City Council.

Public Comment Sign Up

Michael Rocco
Print Name
1286 E. Fort Erie St
Print Address
KUNA ID 83634
City State, Zip

Topic
Slow Growth

Keith Hartman
Print Name
1252 W Avalon St
Print Address
KUNA ID. 83634
City State, Zip
Topic

Print Name
Print Address
City State, Zip
Topic

Print Name
Print Address
City State, Zip

Topic

Print Name
Print Address
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Print Name
Print Address
City State, Zip
Topic



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SIGN-UP SHEET

November 19, 2024 – City Council, Public Hearing

Case Name: Wimer Property- Powderhorn:

Case Type: Annexation into City Limits Request.

Case No.: 24-02-AN (Annexation).

Please print your name below if you would like to present oral testimony or written exhibits about this item to the Council/Commission.

IN FAVOR NEUTRAL IN OPPOSITION

IN FAVOR section: Testify/Not Testify checkboxes, Print Name, Print Address, City, State, Zip fields.

NEUTRAL section: Testify/Not Testify checkboxes, Print Name: TIM JENSEN, Print Address: 711 E. POMYOR ST, KUNA ID 83634

IN OPPOSITION section: Testify/Not Testify checkboxes, Print Name: Jon M. Deim, Print Address: 4528 W. Hubbard Rd, Kuna ID 83634

IN FAVOR section: Testify/Not Testify checkboxes, Print Name, Print Address, City, State, Zip fields.

NEUTRAL section: Testify/Not Testify checkboxes, Print Name: ANN POTCHER, Print Address: 8957 S. PERFECT LN, KUNA ID 83634

IN OPPOSITION section: Testify/Not Testify checkboxes, Print Name: Michael Rocco, Print Address: 1286 E. Fort Erie St, KUNA ID 83634

IN FAVOR section: Testify/Not Testify checkboxes, Print Name, Print Address, City, State, Zip fields.

NEUTRAL section: Testify/Not Testify checkboxes, Print Name: DANIELA ANDERSON, Print Address: 2205 W. RICKOV, KUNA ID 83634

IN OPPOSITION section: Testify/Not Testify checkboxes, Print Name, Print Address, City, State, Zip fields.

IN FAVOR section: Testify/Not Testify checkboxes, Print Name, Print Address, City, State, Zip fields.

NEUTRAL section: Testify/Not Testify checkboxes, Print Name, Print Address, City, State, Zip fields.

IN OPPOSITION section: Testify/Not Testify checkboxes, Print Name, Print Address, City, State, Zip fields.



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

EXECUTIVE SESSION
MINUTES
Tuesday, November 19, 2024

1.) Executive Session

Authority: Idaho Code § 74-206 (e) To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.

Start Time: 7 : 02

Persons Present:

Title:

Joe Stearns	Mayor
JOHN LARAWAY	COUNCILMAN
CHRIS BRUCE	COUNCILMAN
Greg McPherson	Council member
Matt Biggs	Council Member

Motion to Exit Executive Session By: Chris Bruce
Second on Motion to Exit Executive Session By: Matt Biggs

All In Favor: _____
All Opposed: _____

End Time: 7 : 24

Information Received; No Action Taken.

Pursuant to Idaho Code §74-205 (2) Minutes pertaining to an executive session shall include a reference to the specific statutory subsection authorizing the executive session and shall also provide sufficient detail to identify the purpose and topic of the executive session but shall not contain information sufficient to compromise the purpose of going into executive session.

Report Criteria:

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

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
ABC PUMPING & PLUMBING LLC												
2336	ABC PUMPING & PLUMBING LLC	80296349		<u>EMERGENCY PUMPING OF TEN MILE LIFT STATION, T. FLEMING, NOV '24</u>	10/14/2024	579.00	579.00	<u>21-6150 M & R - SYSTEM</u>	0	11/24	11/22/2024	
Total 80296349:						579.00	579.00					
Total ABC PUMPING & PLUMBING LLC:						579.00	579.00					
ADA COUNTY HIGHWAY DISTRICT (RENT)												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	18868		<u>SHOP RENT FOR DECEMBER '24 - ADMIN</u>	12/01/2024	148.50	.00	<u>01-6211 RENT-BUILDINGS & LAND</u>	1004	11/24		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	18868		<u>SHOP RENT FOR DECEMBER '24 - WATER</u>	12/01/2024	126.00	.00	<u>20-6211 RENT-BUILDINGS & LAND</u>	0	11/24		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	18868		<u>SHOP RENT FOR DECEMBER '24 - P.I.</u>	12/01/2024	54.00	.00	<u>25-6211 RENT - BUILDINGS & LAND</u>	0	11/24		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	18868		<u>SHOP RENT FOR DECEMBER '24 - SEWER</u>	12/01/2024	121.50	.00	<u>21-6211 RENT - BUILDINGS & LAND</u>	0	11/24		
Total 18868:						450.00	.00					
Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	.00					
ADA COUNTY PROSECUTING ATTORNE												
176	ADA COUNTY PROSECUTING ATTORNE	11252024CPA		<u>PROSECUTORIAL SERVICES FOR DECEMBER 2024</u>	11/25/2024	6,429.33	.00	<u>01-6203 PROSECUTORIAL SERVICES</u>	0	11/24		
Total 11252024CPA:						6,429.33	.00					
Total ADA COUNTY PROSECUTING ATTORNE:						6,429.33	.00					

City of Kuna

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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
AKK INVESTMENTS LLC												
2074	AKK INVESTMENTS LLC	I190455835867	19248	<u>ROUGH PLUMBING TAGS, D. STEPHENS, OCT '24</u>	10/18/2024	79.00	79.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	11/24	11/22/2024	
Total I190455835867:						79.00	79.00					
2074	AKK INVESTMENTS LLC	I268455905867	19302	<u>PLUMBING DEPARTMENT CORRECTION NOTICES, J. MILLER, OCT '24</u>	10/25/2024	304.00	304.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	11/24	11/22/2024	
Total I268455905867:						304.00	304.00					
Total AKK INVESTMENTS LLC:						383.00	383.00					
ALPHA HOME PEST CONTROL, LLC												
1804	ALPHA HOME PEST CONTROL, LLC	99693		<u>QUARTERLY PEST CONTROL FOR SENIOR CENTER, OCT '24</u>	10/14/2024	95.00	95.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1001	11/24	11/22/2024	
Total 99693:						95.00	95.00					
Total ALPHA HOME PEST CONTROL, LLC:						95.00	95.00					
BACKFLOW PREVENTION SUPPLY, INC.												
1525	BACKFLOW PREVENTION SUPPLY, INC.	00107598	19121	<u>CHECK VALVE FOR BACKFLOW FOR PATAGONIA, D. ABBOTT, OCT '24</u>	10/01/2024	195.33	195.33	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	11/24	11/15/2024	
Total 00107598:						195.33	195.33					
Total BACKFLOW PREVENTION SUPPLY, INC.:						195.33	195.33					
BUTTE FENCE INC												
2177	BUTTE FENCE INC	0117723	19392	<u>CLAMPS FOR POLES AT BASEBALL FIELD, A. GOODWIN, NOV '24</u>	11/07/2024	168.35	168.35	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	11/24	11/15/2024	
Total 0117723:						168.35	168.35					

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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 BUTTE FENCE INC:						168.35	168.35					
CAMPBELL TRACTOR & IMPLEMENT COMPANY												
135	CAMPBELL TRACTOR & IMPLEMENT COMPANY	W09626	19412	<u>PURCHASE OF 2021 JOHN DEERE 6110M TRACTOR, STOCK #E038502, M. WEBB, NOV '24</u>	09/16/2024	108,700.00	108,700.00	50-6166 CAPITAL EQUIPMENT PURCHASES	0	11/24	11/15/2024	
Total W09626:						108,700.00	108,700.00					
Total CAMPBELL TRACTOR & IMPLEMENT COMPANY:						108,700.00	108,700.00					
CENTER CREEK CONSTRUCTION LLC												
2297	CENTER CREEK CONSTRUCTION LLC	340		<u>2 STEEL PLATE COVERS, WATER VALVES AND MANHOLE FOR SWAN FALLS & LUKER ACHD PROJECT, D. CROSSLEY, NOV '24</u>	11/01/2024	1,330.00	.00	20-6150 M & R - SYSTEM	0	11/24		
Total 340:						1,330.00	.00					
Total CENTER CREEK CONSTRUCTION LLC:						1,330.00	.00					
CENTURYLINK												
62	CENTURYLINK	333971613110		<u>DEDICATED LANDLINE TO SCADA, 11/07-12/06/2024 - P.I.</u>	11/07/2024	11.23	11.23	25-6255 TELEPHONE EXPENSE	0	11/24	11/22/2024	
62	CENTURYLINK	333971613110		<u>DEDICATED LANDLINE TO SCADA, 11/07-12/06/2024 - WATER</u>	11/07/2024	29.48	29.48	20-6255 TELEPHONE EXPENSE	0	11/24	11/22/2024	
62	CENTURYLINK	333971613110		<u>DEDICATED LANDLINE TO SCADA, 11/07-12/06/2024 - SEWER</u>	11/07/2024	29.48	29.48	21-6255 TELEPHONE EXPENSE	0	11/24	11/22/2024	
Total 33397161311072024:						70.19	70.19					
Total CENTURYLINK:						70.19	70.19					
CLAPIER CONSTRUCTION COMPANY INC												

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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
2176	CLAPIER CONSTRUCTION COMPANY INC	11261		REMOVAL & REPLACEMENT OF DAMAGED HANDHOLD WHEN FIBERBOX AT S TEN MILE RD & W COLUMBIA RD WAS DESTROYED BY CONTRACTOR, M. BORZICK, NOV '24 - WATER	11/16/2024	840.00	.00	20-6150 M & R - SYSTEM	0	11/24		
2176	CLAPIER CONSTRUCTION COMPANY INC	11261		REMOVAL & REPLACEMENT OF DAMAGED HANDHOLD WHEN FIBERBOX AT S TEN MILE RD & W COLUMBIA RD WAS DESTROYED BY CONTRACTOR, M. BORZICK, NOV '24 - P.I.	11/16/2024	320.00	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	11/24		
2176	CLAPIER CONSTRUCTION COMPANY INC	11261		REMOVAL & REPLACEMENT OF DAMAGED HANDHOLD WHEN FIBERBOX AT S TEN MILE RD & W COLUMBIA RD WAS DESTROYED BY CONTRACTOR, M. BORZICK, NOV '24 - SEWER	11/16/2024	840.00	.00	21-6150 M & R - SYSTEM	0	11/24		
Total 11261:						2,000.00	.00					
Total CLAPIER CONSTRUCTION COMPANY INC:						2,000.00	.00					
COMMERCIAL TIRE INC												
2204	COMMERCIAL TIRE INC	45-25275	19446	NEW TIRES FOR TRUCK 96 UTILITY LOCATOR, D. WESTERMAN, NOV '24 - SEWER	11/13/2024	425.88	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	11/24		
2204	COMMERCIAL TIRE INC	45-25275	19446	NEW TIRES FOR TRUCK 96 UTILITY LOCATOR, D. WESTERMAN, NOV '24 - P.I.	11/13/2024	162.24	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	11/24		
2204	COMMERCIAL TIRE INC	45-25275	19446	NEW TIRES FOR TRUCK 96 UTILITY LOCATOR, D. WESTERMAN, NOV '24 - WATER	11/13/2024	425.88	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	11/24		
Total 45-25275:						1,014.00	.00					
Total COMMERCIAL TIRE INC:						1,014.00	.00					

City of Kuna

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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
CORE & MAIN LP												
63	CORE & MAIN LP	W042200	19519	<u>100 METERS AND 200 GASKETS, J.OSBORN, NOV '24</u>	11/22/2024	42,424.00	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	11/24		
Total W042200:						42,424.00	.00					
Total CORE & MAIN LP:						42,424.00	.00					
CUSTOM ELECTRIC, INC.												
147	CUSTOM ELECTRIC, INC.	9420	19447	<u>PROGRAMMING AT CITY OF KUNA WATER DEPT DIALER SYSTEM, T. FLEMING, NOV '24</u>	11/14/2024	210.00	.00	<u>20-6150 M & R - SYSTEM</u>	0	11/24		
Total 9420:						210.00	.00					
147	CUSTOM ELECTRIC, INC.	9421	19448	<u>PROGRAMMING AT CITY OF KUNA LAGOONS BLOWER SYSTEM, T. FLEMING, NOV '24</u>	11/14/2024	280.00	.00	<u>21-6150 M & R - SYSTEM</u>	0	11/24		
147	CUSTOM ELECTRIC, INC.	9421	19448	<u>PROGRAMMING AT CITY OF KUNA WWTP DIALER SYSTEM, T. FLEMING, NOV '24</u>	11/14/2024	210.00	.00	<u>21-6150 M & R - SYSTEM</u>	0	11/24		
Total 9421:						490.00	.00					
147	CUSTOM ELECTRIC, INC.	9425	19488	<u>INSTALLATION OF NEW CONDUCTORS AND WIRED NEW BLOWER MOTOR FOR LAGOONS, T. FLEMING, NOV '24</u>	11/18/2024	927.45	.00	<u>21-6150 M & R - SYSTEM</u>	0	11/24		
Total 9425:						927.45	.00					
147	CUSTOM ELECTRIC, INC.	9426	19489	<u>PLC AND HMI PROGRAMMING TO OPERATE 2 UV'S AT WWTP, T. FLEMING, NOV '24</u>	11/19/2024	700.00	.00	<u>21-6150 M & R - SYSTEM</u>	0	11/24		
Total 9426:						700.00	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total CUSTOM ELECTRIC, INC.:						2,327.45	.00					
D & B SUPPLY												
75	D & B SUPPLY	1018A	19431	<u>SWEATSHIRT FOR S. CAHILL, NOV '24</u>	11/13/2024	47.99	.00	01-6285 UNIFORMS	1004	11/24		
Total 1018A:						47.99	.00					
75	D & B SUPPLY	1019	19432	<u>LYNCH PINS, C. REGLI, NOV '24</u>	11/13/2024	17.35	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	11/24		
Total 1019:						17.35	.00					
75	D & B SUPPLY	109	19510	<u>SUCTION HOSE FOR PUMP, S. CAHILL, NOV '24</u>	11/21/2024	24.99	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	11/24		
75	D & B SUPPLY	109	19510	<u>LEAF RAKE, S. CAHILL, NOV '24</u>	11/21/2024	69.99	.00	01-6175 SMALL TOOLS	1004	11/24		
Total 109:						94.98	.00					
75	D & B SUPPLY	1497	19468	<u>MOUNTING TAPE FOR CHRISTMAS LIGHTS, D. ABBOTT, NOV '24</u>	11/15/2024	28.47	.00	01-6135 PUBLIC ENTERTAINMENT	1004	11/24		
Total 1497:						28.47	.00					
75	D & B SUPPLY	2638A	19501	<u>AIR CHUCKS FOR SHOP, S. CAHILL, NOV '24</u>	11/20/2024	114.83	.00	01-6175 SMALL TOOLS	1004	11/24		
Total 2638A:						114.83	.00					
75	D & B SUPPLY	2642	19503	<u>WINTER COAT AND SWEATSHIRT FOR J. ADAMS, NOV '24</u>	11/20/2024	144.98	.00	01-6285 UNIFORMS	1004	11/24		

City of Kuna

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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 2642:						144.98	.00					
75	D & B SUPPLY	7337	19504	<u>INSULATED BIBS FOR P. FLORES, NOV '24</u>	11/20/2024	139.99	.00	01-6285 UNIFORMS	1004	11/24		
Total 7337:						139.99	.00					
75	D & B SUPPLY	7338	19505	<u>BIBS & SWEATSHIRT FOR M. PRICE, NOV '24</u>	11/20/2024	214.98	.00	01-6285 UNIFORMS	1004	11/24		
Total 7338:						214.98	.00					
75	D & B SUPPLY	8136	19439	<u>PUMP FOR META KUNA EAST, T. FLEMING, NOV '24</u>	11/13/2024	404.99	.00	28-6175 SMALL TOOLS	0	11/24		
Total 8136:						404.99	.00					
75	D & B SUPPLY	8441	19453	<u>GLOVES FOR J. DURHAM, NOV '24 - WATER</u>	11/14/2024	2.10	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	11/24		
75	D & B SUPPLY	8441	19453	<u>GLOVES FOR J. DURHAM, NOV '24 - P.I.</u>	11/14/2024	.79	.00	25-6230 SAFETY TRAINING & EQUIPMENT	0	11/24		
75	D & B SUPPLY	8441	19453	<u>GLOVES FOR J. DURHAM, NOV '24 - PARKS</u>	11/14/2024	2.50	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	11/24		
75	D & B SUPPLY	8441	19453	<u>GLOVES FOR J. DURHAM, NOV '24 - SEWER</u>	11/14/2024	2.10	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	11/24		
75	D & B SUPPLY	8441	19453	<u>GLOVES FOR J. DURHAM, NOV '24 - ADMIN</u>	11/14/2024	2.50	.00	01-6230 SAFETY TRAINING & EQUIPMENT	0	11/24		
75	D & B SUPPLY	8441	19453	<u>PULLEY FOR PARKS SIDE BY SIDE, J. DURHAM, NOV '24</u>	11/14/2024	9.99	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	11/24		

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 8441:						19.98	.00					
75	D & B SUPPLY	9009	19480	SUCTION HOSE & PARTS FOR MAGNESIUM TANK FOR ICE REMOVAL, J. PEREZ, NOV '24	11/18/2024	107.42	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	11/24		
Total 9009:						107.42	.00					
75	D & B SUPPLY	9017	19481	HOOKS FOR CHRISTMAS PARTY, A. BILLINGS, NOV '24	11/18/2024	11.96	.00	01-5950 TEAM BUILDING, ONBOARDING	1004	11/24		
Total 9017:						11.96	.00					
75	D & B SUPPLY	9338	19485	ADAPTERS, EXTENSION CORDS FOR CHRISTMAS LIGHTS AND 2 PAIRS OF GLOVES, B. REED, NOV '24	11/18/2024	207.92	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	11/24		
Total 9338:						207.92	.00					
75	D & B SUPPLY	9551	19508	SPARK PLUGS FOR ONE OF THE PUMPS, S. CAHILL, NOV '24	11/21/2024	6.99	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	11/24		
Total 9551:						6.99	.00					
Total D & B SUPPLY:						1,562.83	.00					
DATATEL LLC												
1566	DATATEL LLC	4073		UNRETURNED EQUIPMENT FEE FOR LOST MODEM AT OLD PARKS SHOP, NEW ARTS HISTORY CENTER, REQUESTED CANCELLATION NOV '24	11/18/2024	50.00	50.00	01-6290 UTILITIES	1004	11/24	11/22/2024	
Total 4073:						50.00	50.00					

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1566	DATATEL LLC	DG-2714		10/01-10/31/24 INTERNET SERVICES - PARKS, CANCELLATION REQUESTED, FINAL BILL TO COME	11/11/2024	185.24	185.24	01-6290 UTILITIES	1004	11/24	11/22/2024	
Total DG-2714:						185.24	185.24					
Total DATATEL LLC:						235.24	235.24					
DEX IMAGING LLC												
2291	DEX IMAGING LLC	AR12289429		CONTRACT LEASE CHARGE, MODEL #MX2651, SERIAL #03012172, TREATMENT PLANT, NOV '24	11/15/2024	95.55	.00	20-6212 RENT - EQUIPMENT	0	11/24		
2291	DEX IMAGING LLC	AR12289429		CONTRACT OVERAGE CHARGES, MODEL #MX2651, SERIAL #03012172, TREATMENT PLANT, NOV '24 - SEWER	11/15/2024	43.84	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/24		
2291	DEX IMAGING LLC	AR12289429		CONTRACT OVERAGE CHARGES, MODEL #MX2651, SERIAL #03012172, TREATMENT PLANT, NOV '24 - WATER	11/15/2024	43.84	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/24		
2291	DEX IMAGING LLC	AR12289429		CONTRACT OVERAGE CHARGES, MODEL #MX2651, SERIAL #03012172, TREATMENT PLANT, NOV '24 - P.I.	11/15/2024	16.70	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/24		
Total AR12289429:						199.93	.00					
2291	DEX IMAGING LLC	AR12289430		CONTRACT OVERAGE CHARGES, MODEL #MPC307, SERIAL #C509P900318, CLERKS OFFICE, NOV '24 - P.I.	11/15/2024	.68	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/24		
2291	DEX IMAGING LLC	AR12289430		CONTRACT OVERAGE CHARGES, MODEL #MPC307, SERIAL #C509P900318, CLERKS OFFICE, NOV '24 - WATER	11/15/2024	1.36	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/24		

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2291	DEX IMAGING LLC	AR12289430		<u>CONTRACT LEASE CHARGE, MODEL #MPC307, SERIAL #C509P900318, CLERKS OFFICE, NOV '24</u>	11/15/2024	47.49	.00	<u>01-6212 RENT-EQUIPMENT</u>	0	11/24		
2291	DEX IMAGING LLC	AR12289430		<u>CONTRACT OVERAGE CHARGES, MODEL #MPC307, SERIAL #C509P900318, CLERKS OFFICE, NOV '24 - SEWER</u>	11/15/2024	1.36	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	11/24		
2291	DEX IMAGING LLC	AR12289430		<u>CONTRACT OVERAGE CHARGES, MODEL #MPC307, SERIAL #C509P900318, CLERKS OFFICE, NOV '24 - ADMIN</u>	11/15/2024	64.63	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	11/24		
Total AR12289430:						115.52	.00					
2291	DEX IMAGING LLC	AR12289431		<u>CONTRACT OVERAGE CHARGES, MODEL #IMC4500, SERIAL #3122R790389 & 3122R790356, CITY HALL, NOV '24 - P & Z</u>	11/15/2024	20.49	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1003	11/24		
2291	DEX IMAGING LLC	AR12289431		<u>CONTRACT OVERAGE CHARGES, MODEL #IMC4500, SERIAL #3122R790389 & 3122R790356, CITY HALL, NOV '24 - ADMIN</u>	11/15/2024	57.36	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	11/24		
2291	DEX IMAGING LLC	AR12289431		<u>CONTRACT OVERAGE CHARGES, MODEL #IMC4500, SERIAL #3122R790389 & 3122R790356, CITY HALL, NOV '24 - WATER</u>	11/15/2024	53.26	.00	<u>20-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	11/24		
2291	DEX IMAGING LLC	AR12289431		<u>CONTRACT OVERAGE CHARGES, MODEL #IMC4500, SERIAL #3122R790389 & 3122R790356, CITY HALL, NOV '24 - P.I.</u>	11/15/2024	20.49	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	11/24		
2291	DEX IMAGING LLC	AR12289431		<u>CONTRACT LEASE CHARGE, MODEL #IMC4500, SERIAL #3122R790389 & 3122R790356, CITY HALL, NOV '24</u>	11/15/2024	433.94	.00	<u>01-6212 RENT-EQUIPMENT</u>	0	11/24		

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2291	DEX IMAGING LLC	AR12289431		<u>CONTRACT OVERAGE CHARGES, MODEL #IMC4500, SERIAL #3122R790389 & 3122R790356, CITY HALL, NOV '24 - SEWER</u>	11/15/2024	53.26	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	11/24		
Total AR12289431:						638.80	.00					
2291	DEX IMAGING LLC	AR12289432		<u>CONTRACT OVERAGE CHARGES, MODEL #M406DN, SERIAL #JPBDC08926, B, JACKSON, OCT '24 - P.I.</u>	11/15/2024	.52	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	11/24		
2291	DEX IMAGING LLC	AR12289432		<u>CONTRACT OVERAGE CHARGES, MODEL #M406DN, SERIAL #JPBDC08926, B, JACKSON, OCT '24 - WATER</u>	11/15/2024	1.89	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	11/24		
2291	DEX IMAGING LLC	AR12289432		<u>CONTRACT OVERAGE CHARGES, MODEL #M406DN, SERIAL #JPBDC08926, B, JACKSON, OCT '24 - ADMIN</u>	11/15/2024	1.43	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	11/24		
2291	DEX IMAGING LLC	AR12289432		<u>CONTRACT OVERAGE CHARGES, MODEL #M406DN, SERIAL #JPBDC08926, B, JACKSON, OCT '24 - SEWER</u>	11/15/2024	1.89	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	11/24		
Total AR12289432:						5.73	.00					
Total DEX IMAGING LLC:						959.98	.00					
DYKMAN ELECTRICAL, INC.												
1706	DYKMAN ELECTRICAL, INC.	0709364-IN	19455	<u>TOSHIBA 25HP MOTOR FOR BLOWER AT POND 1, M. NADEAU, NOV '24</u>	11/19/2024	1,739.00	.00	<u>21-6150 M & R - SYSTEM</u>	0	11/24		
Total 0709364-IN:						1,739.00	.00					
Total DYKMAN ELECTRICAL, INC.:						1,739.00	.00					

DYNA PARTS LLC

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2115	DYNA PARTS LLC	307878	19452	<u>ELECTRICAL PARTS FOR PARKS TRUCK #45, J. DURHAM, NOV '24</u>	11/14/2024	24.77	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	11/24		
Total 307878:						24.77	.00					
2115	DYNA PARTS LLC	307929	19463	<u>SPARK PLUGS AND OIL FOR SNOW BLOWERS, J. DURHAM, NOV. 24</u>	11/15/2024	24.18	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	11/24		
Total 307929:						24.18	.00					
2115	DYNA PARTS LLC	308007	19476	<u>CLEANER SPRAY FOR CHRISTMAS LIGHTS, B. REED, NOV.'24</u>	11/18/2024	37.95	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	11/24		
Total 308007:						37.95	.00					
2115	DYNA PARTS LLC	308026	19482	<u>WINTERIZATION ITEMS FOR THE FLEET, J. DURHAM, NOV '24 - WATER</u>	11/18/2024	6.39	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	11/24		
2115	DYNA PARTS LLC	308026	19482	<u>WINTERIZATION ITEMS FOR THE FLEET, J. DURHAM, NOV '24 - P.I.</u>	11/18/2024	3.19	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	11/24		
2115	DYNA PARTS LLC	308026	19482	<u>WINTERIZATION ITEMS FOR THE FLEET, J. DURHAM, NOV '24 - SEWER</u>	11/18/2024	6.39	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	11/24		
2115	DYNA PARTS LLC	308026	19482	<u>WINTERIZATION ITEMS FOR THE FLEET, J. DURHAM, NOV '24 - ADMIN</u>	11/18/2024	15.98	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	11/24		
Total 308026:						31.95	.00					
2115	DYNA PARTS LLC	308042	19486	<u>WINTERIZATION ITEMS FOR FLEET, J. DURHAM, NOV '24 - ADMIN</u>	11/18/2024	20.48	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	11/24		
2115	DYNA PARTS LLC	308042	19486	<u>WINTERIZATION ITEMS FOR FLEET, J. DURHAM, NOV '24 - WATER</u>	11/18/2024	8.19	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	11/24		

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2115	DYNA PARTS LLC	308042	19486	<u>WINTERIZATION ITEMS FOR FLEET, J. DURHAM, NOV '24 - P.I.</u>	11/18/2024	4.10	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	11/24		
2115	DYNA PARTS LLC	308042	19486	<u>WINTERIZATION ITEMS FOR FLEET, J. DURHAM, NOV '24 - SEWER</u>	11/18/2024	8.19	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	11/24		
Total 308042:						40.96	.00					
2115	DYNA PARTS LLC	308068	19494	<u>BATTERY, FUEL STABILIZER, AND FUEL ADDITIVE FOR SEWER TRUCK, J.DURHAM, NOV.'24</u>	11/19/2024	177.05	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	11/24		
2115	DYNA PARTS LLC	308068	19494	<u>CORE DEPOSIT FOR BATTERY, NOV.'24</u>	11/19/2024	21.60	.00	<u>21-6097 DEPOSITS ON ACCOUNT</u>	0	11/24		
Total 308068:						198.65	.00					
2115	DYNA PARTS LLC	308088	19494	<u>CORE CHARGE CREDIT, BATTERY PURCHASED ON INV#308068, NOV.'24</u>	11/19/2024	-21.60	.00	<u>21-6097 DEPOSITS ON ACCOUNT</u>	0	11/24		
Total 308088:						-21.60	.00					
2115	DYNA PARTS LLC	308160		<u>CORE BATTERY CHARGE, NOV. '24</u>	11/20/2024	21.60	.00	<u>01-6097 DEPOSITS ON ACCOUNT</u>	1004	11/24		
2115	DYNA PARTS LLC	308160		<u>RETURN CORE BATTERY CREDIT, NOV 24</u>	11/20/2024	-21.60	.00	<u>01-6097 DEPOSITS ON ACCOUNT</u>	1004	11/24		
2115	DYNA PARTS LLC	308160	19500	<u>BATTERY FOR DUMP TRAILER, B. VILLANUEVA, NOV '24</u>	11/20/2024	103.11	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	11/24		
Total 308160:						103.11	.00					
Total DYNA PARTS LLC:						439.97	.00					

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ED STAUB & SONS PETROLEUM, INC												
1731	ED STAUB & SONS PETROLEUM, INC	11649107	19521	<u>WEED BURNER REPAIR, T. FLEMING, NOV '24</u>	11/22/2024	15.00	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	11/24		
Total 11649107:						15.00	.00					
Total ED STAUB & SONS PETROLEUM, INC:						15.00	.00					
ELAM & BURKE												
796	ELAM & BURKE	211303		<u>LEGAL SERVICES, GENERAL REPRESENTATION, 10/31-10/31/2024 - KUNA URBAN RENEWAL</u>	10/31/2024	75.00	75.00	<u>52-6202 PROFESSIONAL SERVICES</u>	0	11/24	11/22/2024	
Total 211303:						75.00	75.00					
Total ELAM & BURKE:						75.00	75.00					
FERGUSON ENTERPRISES INC												
219	FERGUSON ENTERPRISES INC	0908535	19438	<u>VALVE BOX CLEANER, PORTABLE INFLATOR, METER KEYS, PIPE WRENCH & METAL SAW WHEEL, T. FLEMING, NOV '24</u>	11/13/2024	624.34	.00	<u>21-6175 SMALL TOOLS</u>	0	11/24		
Total 0908535:						624.34	.00					
Total FERGUSON ENTERPRISES INC:						624.34	.00					
FREUND PROPERTIES LLC												
2014	FREUND PROPERTIES LLC	9852		<u>ACROBAT FOR TEAMS 10/30/24 -09/30/25, A. WOLGAST, OCT '24 - WATER</u>	11/06/2024	11.55	11.55	<u>20-6075 DUES & MEMBERSHIPS</u>	0	11/24	11/15/2024	
2014	FREUND PROPERTIES LLC	9852		<u>SETUP M. BUTLER'S NEW PC, OCT '24 - WATER</u>	11/06/2024	16.31	16.31	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	11/24	11/15/2024	
2014	FREUND PROPERTIES LLC	9852		<u>SETUP M. BUTLER'S NEW PC, OCT '24 - P & Z</u>	11/06/2024	326.25	326.25	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1003	11/24	11/15/2024	

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2014	FREUND PROPERTIES LLC	9852		<u>ACROBAT FOR TEAMS 10/30/24 -09/30/25, A. WOLGAST, OCT '24 - P.I.</u>	11/06/2024	2.56	2.56	<u>25-6075 DUES & MEMBERSHIPS EXPENSE</u>	0	11/24	11/15/2024	
2014	FREUND PROPERTIES LLC	9852		<u>ETHERNET PATCH CABLES FOR KUNA EAST META FACILITY - SEWER</u>	11/06/2024	11.30	11.30	<u>28-6141 IT SMALL EQUIPMENT</u>	0	11/24	11/15/2024	
2014	FREUND PROPERTIES LLC	9852		<u>SETUP M. BUTLER'S NEW PC, OCT '24 - SEWER</u>	11/06/2024	16.31	16.31	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	11/24	11/15/2024	
2014	FREUND PROPERTIES LLC	9852		<u>SETUP A. WOLGAST'S PC - WATER</u>	11/06/2024	30.45	30.45	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	11/24	11/15/2024	
2014	FREUND PROPERTIES LLC	9852		<u>SETUP M. WEBB'S NEW LAPTOP, OCT '24</u>	11/06/2024	435.00	435.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	11/24	11/15/2024	
2014	FREUND PROPERTIES LLC	9852		<u>ACROBAT FOR TEAMS 10/30/24 -09/30/25, A. WOLGAST, OCT '24 - SEWER</u>	11/06/2024	11.55	11.55	<u>21-6075 DUES & MEMBERSHIPS</u>	0	11/24	11/15/2024	
2014	FREUND PROPERTIES LLC	9852		<u>SETUP M. BUTLER'S NEW PC, OCT '24 - P.I.</u>	11/06/2024	3.63	3.63	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	11/24	11/15/2024	
2014	FREUND PROPERTIES LLC	9852		<u>SETUP A. WOLGAST'S PC - P.I.</u>	11/06/2024	11.60	11.60	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	11/24	11/15/2024	
2014	FREUND PROPERTIES LLC	9852		<u>ACROBAT FOR TEAMS 10/30/24 -09/30/25, A. WOLGAST, OCT '24 - P & Z</u>	11/06/2024	230.92	230.92	<u>01-6075 DUES & MEMBERSHIPS</u>	1003	11/24	11/15/2024	
2014	FREUND PROPERTIES LLC	9852		<u>SETUP A. WOLGAST'S PC - SEWER</u>	11/06/2024	30.45	30.45	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	11/24	11/15/2024	
2014	FREUND PROPERTIES LLC	9852		<u>ETHERNET PATCH CABLES FOR KUNA EAST META FACILITY - WATER</u>	11/06/2024	11.31	11.31	<u>27-6141 IT SMALL EQUIPMENT</u>	0	11/24	11/15/2024	
Total 9852:						1,149.19	1,149.19					

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Total FREUND PROPERTIES LLC:						1,149.19	1,149.19					
GERARDO QUINTERO												
2244	GERARDO QUINTERO	001180	19435	<u>TABLES, CHAIRS, AND LINENS RENTAL FOR STAFF HOLIDAY PARTY, Z. MONTENEGRO, NOV '24 - ADMIN</u>	11/13/2024	134.25	134.25	<u>01-5950 TEAM BUILDING, ONBOARDING</u>	0	11/24	11/15/2024	
2244	GERARDO QUINTERO	001180	19435	<u>TABLES, CHAIRS, AND LINENS RENTAL FOR STAFF HOLIDAY PARTY, Z. MONTENEGRO, NOV '24 - SEWER</u>	11/13/2024	177.21	177.21	<u>21-5950 TEAM BUILDING, ONBOARDING</u>	0	11/24	11/15/2024	
2244	GERARDO QUINTERO	001180	19435	<u>TABLES, CHAIRS, AND LINENS RENTAL FOR STAFF HOLIDAY PARTY, Z. MONTENEGRO, NOV '24 - WATER</u>	11/13/2024	177.21	177.21	<u>20-5950 TEAM BUILDING, ONBOARDING</u>	0	11/24	11/15/2024	
2244	GERARDO QUINTERO	001180	19435	<u>TABLES, CHAIRS, AND LINENS RENTAL FOR STAFF HOLIDAY PARTY, Z. MONTENEGRO, NOV '24 - P.I.</u>	11/13/2024	48.33	48.33	<u>25-5950 TEAM BUILDING, ONBOARDING</u>	0	11/24	11/15/2024	
Total 001180:						537.00	537.00					
Total GERARDO QUINTERO:						537.00	537.00					
ICON ENTERPRISES, INC.												
1631	ICON ENTERPRISES, INC.	318341		<u>CIVICPLUS, FULL SERVICE SUPPLEMENT SUBSCRIPTION & QUARTERLY PRINT SUPPLEMENT ORDINANCES, CLERKS, DEC '24 - ADMIN</u>	12/01/2024	3,179.03	.00	<u>01-6052 CONTRACT SERVICES</u>	0	11/24		
1631	ICON ENTERPRISES, INC.	318341		<u>CIVICPLUS, FULL SERVICE SUPPLEMENT SUBSCRIPTION & QUARTERLY PRINT SUPPLEMENT ORDINANCES, CLERKS, DEC '24 - SEWER</u>	12/01/2024	66.93	.00	<u>21-6052 CONTRACT SERVICES</u>	0	11/24		
1631	ICON ENTERPRISES, INC.	318341		<u>CIVICPLUS, FULL SERVICE SUPPLEMENT SUBSCRIPTION & QUARTERLY PRINT SUPPLEMENT ORDINANCES, CLERKS, DEC '24 - WATER</u>	12/01/2024	66.93	.00	<u>20-6052 CONTRACT SERVICES</u>	0	11/24		

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1631	ICON ENTERPRISES, INC.	318341		<u>CIVICPLUS, FULL SERVICE SUPPLEMENT SUBSCRIPTION & QUARTERLY PRINT SUPPLEMENT ORDINANCES, CLERKS, DEC '24 - P.I.</u>	12/01/2024	33.46	.00	<u>25-6052 CONTRACT SERVICES</u>	0	11/24		
Total 318341:						3,346.35	.00					
1631	ICON ENTERPRISES, INC.	319039		<u>CIVICPLUS ANNUAL RECURRING SERVICES; REDESIGN, SSL CERTIFICATE RENEWAL, HOSTING & SUPPORT & STANDARD HEADER ANNUAL FEES FOR ALL DEPTS, DEC '24 - WATER</u>	12/01/2024	3,406.42	.00	<u>20-6052 CONTRACT SERVICES</u>	0	11/24		
1631	ICON ENTERPRISES, INC.	319039		<u>CIVICPLUS ANNUAL RECURRING SERVICES; REDESIGN, SSL CERTIFICATE RENEWAL, HOSTING & SUPPORT & STANDARD HEADER ANNUAL FEES FOR ALL DEPTS, DEC '24 - P.I.</u>	12/01/2024	1,310.17	.00	<u>25-6052 CONTRACT SERVICES</u>	0	11/24		
1631	ICON ENTERPRISES, INC.	319039		<u>CIVICPLUS ANNUAL RECURRING SERVICES; REDESIGN, SSL CERTIFICATE RENEWAL, HOSTING & SUPPORT & STANDARD HEADER ANNUAL FEES FOR ALL DEPTS, DEC '24 - ADMIN</u>	12/01/2024	3,668.45	.00	<u>01-6052 CONTRACT SERVICES</u>	0	11/24		
1631	ICON ENTERPRISES, INC.	319039		<u>CIVICPLUS ANNUAL RECURRING SERVICES; REDESIGN, SSL CERTIFICATE RENEWAL, HOSTING & SUPPORT & STANDARD HEADER ANNUAL FEES FOR ALL DEPTS, DEC '24 - SEWER</u>	12/01/2024	3,406.42	.00	<u>21-6052 CONTRACT SERVICES</u>	0	11/24		
1631	ICON ENTERPRISES, INC.	319039		<u>CIVICPLUS ANNUAL RECURRING SERVICES; REDESIGN, SSL CERTIFICATE RENEWAL, HOSTING & SUPPORT & STANDARD HEADER ANNUAL FEES FOR ALL DEPTS, DEC '24 - P & Z</u>	12/01/2024	1,310.16	.00	<u>01-6052 CONTRACT SERVICES</u>	1003	11/24		

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Total 319039:						13,101.62	.00					
Total ICON ENTERPRISES, INC.:						16,447.97	.00					
IDAHO HUMANE SOCIETY												
833	IDAHO HUMANE SOCIETY	12012024IHSK		<u>ANIMAL CONTROL CONTRACT SERVICES FOR DECEMBER '24</u>	12/01/2024	13,656.42	.00	<u>01-6005 ANIMAL CONTROL SERVICES</u>	0	11/24		
Total 12012024IHSKUNA:						13,656.42	.00					
Total IDAHO HUMANE SOCIETY:						13,656.42	.00					
IDAHO POWER CO												
38	IDAHO POWER CO	220099104611		<u>ELECTRIC SERVICE 10/16/24-11/13/24 - STREET LIGHTS</u>	11/16/2024	1,997.78	1,997.78	<u>01-6290 UTILITIES</u>	1002	11/24	11/22/2024	
Total 220099104611162024IP:						1,997.78	1,997.78					
Total IDAHO POWER CO:						1,997.78	1,997.78					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	50455	19241	<u>AD #571759, LEGAL NOTICE, RFQ FOR DESIGN BUILD TEAM SERVICES FOR NEW COUNCIL CHAMBERS, N. STANLEY, OCT '24</u>	11/01/2024	633.60	633.60	<u>01-6125 LEGAL PUBLICATIONS</u>	0	11/24	11/15/2024	
Total 50455:						633.60	633.60					
1802	IDAHO PRESS TRIBUNE, LLC	50456	19334	<u>AD #577917, LEGAL NOTICE, CASE NO 24-04-S, SKYLAR RANCH SUBDIVISION, 8.52 ACRES INTO 32 SINGLE FAMILY LOTS, T. IRISH, OCT '24</u>	11/06/2024	44.78	44.78	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	11/24	11/15/2024	
Total 50456:						44.78	44.78					

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1802	IDAHO PRESS TRIBUNE, LLC	50457	19319	<u>AD #577920, LEGAL NOTICE, CASE NO 24-06-AN, ANNEXATION OF KUNA RURAL FIRE DISTRICT STATION NO 2, OCT '24</u>	11/06/2024	41.82	41.82	<u>01-6125, LEGAL PUBLICATIONS</u>	1003	11/24	11/15/2024	
Total 50457:						41.82	41.82					
1802	IDAHO PRESS TRIBUNE, LLC	50633	19423	<u>AD #580985, LEGAL NOTICE, ORDINANCE 2024-40, AMENDING THE EXTERIOR BOUNDARIES OF KUNA MUNICIPAL IRRIGATION SYSTEM, N. STANLEY, NOV '24</u>	11/15/2024	331.59	331.59	<u>25-6125, LEGAL PUBLICATIONS</u>	0	11/24	11/22/2024	
Total 50633:						331.59	331.59					
Total IDAHO PRESS TRIBUNE, LLC:						1,051.79	1,051.79					
IDAHO RURAL WATER ASSOC												
33	IDAHO RURAL WATER ASSOC	E6560	19493	<u>ONLINE CLASS FOR OPERATION & MAINT MANUAL AND ASSET MGMT FOR WASTEWATER SYSTEMS, M. NADEAU, NOV '24</u>	11/19/2024	60.00	.00	<u>21-6265, TRAINING & SCHOOLING EXPENSE</u>	0	11/24		
Total E6560:						60.00	.00					
Total IDAHO RURAL WATER ASSOC:						60.00	.00					
INSPECT LLC												
2335	INSPECT LLC	10312024IL		<u>PLUMBING PERMITS, OCTOBER 2024</u>	11/15/2024	15,507.17	15,507.17	<u>01-6052, CONTRACT SERVICES</u>	1005	11/24	11/15/2024	
Total 10312024IL:						15,507.17	15,507.17					
Total INSPECT LLC:						15,507.17	15,507.17					
INTEGRITY INSPECTION SOLUTIONS INC												

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1981	INTEGRITY INSPECTION SOLUTIONS INC	23558641		<u>MANHOLE REHABILITATION PROJECT AT 200 E ORCHARD AVE, T. FLEMING, NOV '24</u>	11/12/2024	57,070.00	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	0	11/24		
Total 23558641:						57,070.00	.00					
Total INTEGRITY INSPECTION SOLUTIONS INC:						57,070.00	.00					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	482195000110		<u>NATURAL GAS CONSUMPTION AT NWWTP, 10/05/24-11/01/24 - WATER</u>	11/04/2024	238.91	238.91	<u>20-6290 UTILITIES EXPENSE</u>	0	11/24	11/15/2024	
37	INTERMOUNTAIN GAS CO	482195000110		<u>NATURAL GAS CONSUMPTION AT NWWTP, 10/05/24-11/01/24 - P.L.</u>	11/04/2024	91.01	91.01	<u>25-6290 UTILITIES EXPENSE</u>	0	11/24	11/15/2024	
37	INTERMOUNTAIN GAS CO	482195000110		<u>NATURAL GAS CONSUMPTION AT NWWTP, 10/05/24-11/01/24 - SEWER</u>	11/04/2024	238.91	238.91	<u>21-6290 UTILITIES EXPENSE</u>	0	11/24	11/15/2024	
Total 48219500011042024:						568.83	568.83					
Total INTERMOUNTAIN GAS CO:						568.83	568.83					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	11082024-1114		<u>SANITATION RECEIPT TRANSFER, 11/08-11/14/2024</u>	11/15/2024	113,224.23	113,224.23	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	11/24	11/15/2024	
230	J & M SANITATION, INC.	11082024-1114		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 11/08-11/14/2024</u>	11/15/2024	-11,186.55	-11,186.55	<u>01-4170 FRANCHISE FEES</u>	0	11/24	11/15/2024	
Total 11082024-11142024:						102,037.68	102,037.68					
230	J & M SANITATION, INC.	11152024-1121		<u>SANITATION RECEIPT TRANSFER, 11/15-11/21/2024</u>	11/22/2024	104,425.82	104,425.82	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	11/24	11/22/2024	
230	J & M SANITATION, INC.	11152024-1121		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 11/15-11/21/2024</u>	11/22/2024	-10,317.27	-10,317.27	<u>01-4170 FRANCHISE FEES</u>	0	11/24	11/22/2024	

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Total 11152024-11212024:						94,108.55	94,108.55					
Total J & M SANITATION, INC.:						196,146.23	196,146.23					
KELLER ASSOCIATES, INC.												
429	KELLER ASSOCIATES, INC.	0243435		PROFESSIONAL SERVICES FROM 10/01/24-11/02/24 - KUNA - MASON CREEK LIFT STATION	11/15/2024	7,189.00	.00	21-6020 CAPITAL IMPROVEMENTS	0	11/24		
Total 0243435:						7,189.00	.00					
Total KELLER ASSOCIATES, INC.:						7,189.00	.00					
KENDALL FORD OF MERIDIAN LLC												
1616	KENDALL FORD OF MERIDIAN LLC	RN31842	19445	2024 FORD F-150 4WD SUPERCAB TRUCK #1FTEX2LP4RK20161, FOR SEWER DEPT, J. DURHAM, NOV '24	11/18/2024	44,170.00	44,170.00	21-6166 PP&E PURCHASES - OPERATIONS	0	11/24	11/22/2024	
Total RN31842:						44,170.00	44,170.00					
1616	KENDALL FORD OF MERIDIAN LLC	RN31855	19444	2024 FORD F-150 4WD SUPERCAB TRUCK #1FTEX2LPXRKF20309, FOR WATER DEPT, J. DURHAM, NOV '24 - P.I.	11/18/2024	8,834.00	8,834.00	25-6166 PP&E PURCHASES - OPERATIONS	0	11/24	11/22/2024	
1616	KENDALL FORD OF MERIDIAN LLC	RN31855	19444	2024 FORD F-150 4WD SUPERCAB TRUCK #1FTEX2LPXRKF20309, FOR WATER DEPT, J. DURHAM, NOV '24 - WATER	11/18/2024	35,336.00	35,336.00	20-6166 PP&E PURCHASES OPERATIONS	0	11/24	11/22/2024	
Total RN31855:						44,170.00	44,170.00					
Total KENDALL FORD OF MERIDIAN LLC:						88,340.00	88,340.00					

KM ENGINEERING LLP

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2174	KM ENGINEERING LLP	22-219-11		<u>MASON CREEK SEWER PHASE 1, PROJECT 22-219, INVOICE CUTOFF DATE 11/09/24</u>	11/15/2024	3,065.00	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	0	11/24		
Total 22-219-11:						3,065.00	.00					
Total KM ENGINEERING LLP:						3,065.00	.00					
KUNA LUMBER												
499	KUNA LUMBER	A146282	19416	<u>TRACTION SAND FOR FIRE HYDRANT REPAIRS, J. MORFIN, NOV '24</u>	11/08/2024	5.39	.00	<u>20-6150 M & R - SYSTEM</u>	0	11/24		
Total A146282:						5.39	.00					
499	KUNA LUMBER	A146372	19450	<u>PLUMBING PARTS FOR SEWER PUMP REPAIR AT KUNA EAST, J. BOSTON, NOV '24</u>	11/14/2024	19.50	.00	<u>28-6150 M & R - SYSTEM</u>	0	11/24		
Total A146372:						19.50	.00					
499	KUNA LUMBER	A146447	19484	<u>EXTENDER/BIT HOLDER, M. NADEAU, NOV '24</u>	11/18/2024	8.54	.00	<u>21-6175 SMALL TOOLS</u>	0	11/24		
Total A146447:						8.54	.00					
499	KUNA LUMBER	A146454	19492	<u>WEATHER STRIPPING FOR BUTLER WELL, J. LORENTZ, NOV '24 - P.I.</u>	11/19/2024	1.53	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	11/24		
499	KUNA LUMBER	A146454	19492	<u>WEATHER STRIPPING FOR BUTLER WELL, J. LORENTZ, NOV '24 - WATER</u>	11/19/2024	6.11	.00	<u>20-6150 M & R - SYSTEM</u>	0	11/24		
Total A146454:						7.64	.00					
499	KUNA LUMBER	A146455	19495	<u>BOLT SNAPS FOR KEYS, J. BOSTON, NOV '24</u>	11/19/2024	3.05	.00	<u>21-6150 M & R - SYSTEM</u>	0	11/24		

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Total A146455:						3.05	.00					
499	KUNA LUMBER	A146501	19511	<u>FITTINGS FOR PUMP, S. CAHILL, NOV '24</u>	11/21/2024	50.38	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	11/24		
Total A146501:						50.38	.00					
499	KUNA LUMBER	B62317	19378	<u>MOUSE TRAPS AND DECON FOR KUNA EAST, M. DAVILA, NOV '24 - SEWER</u>	11/05/2024	13.44	.00	<u>28-6140 MAINT. & REPAIR BUILDING</u>	0	11/24		
499	KUNA LUMBER	B62317	19378	<u>MOUSE TRAPS AND DECON FOR KUNA EAST, M. DAVILA, NOV '24 - WATER</u>	11/05/2024	13.43	.00	<u>27-6140 MAINT. & REPAIR BUILDING</u>	0	11/24		
Total B62317:						26.87	.00					
499	KUNA LUMBER	B62413	19416	<u>CHIMNEY SWEEP & EXTENSION RODS FOR FIRE HYDRANT REPAIRS, J. MORFIN, NOV '24</u>	11/08/2024	54.51	.00	<u>20-6150 M & R - SYSTEM</u>	0	11/24		
Total B62413:						54.51	.00					
499	KUNA LUMBER	B62469	19509	<u>LUMBER FOR DOORS AND FRAMING, WINDOWS UPGRADES FOR THE VFW, NOV '24</u>	11/21/2024	2,698.77	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	0	11/24		
Total B62469:						2,698.77	.00					
499	KUNA LUMBER	B62527	19456	<u>ZIP TIES, J. PEREZ, NOV '24</u>	11/14/2024	33.29	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	11/24		
Total B62527:						33.29	.00					

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499	KUNA LUMBER	B62564	19478	<u>ROPE AND HOOKS FOR CHRISTMAS PARTY, A. BILLINGS, NOV '24</u>	11/18/2024	25.15	.00	<u>01-5950 TEAM BUILDING, ONBOARDING</u>	1004	11/24		
Total B62564:						25.15	.00					
499	KUNA LUMBER	B62656	19516	<u>DUCT TAPE & FOAM FOR CHRISTMAS PARTY, J. ADAMS, NOV '24</u>	11/21/2024	31.26	.00	<u>01-5950 TEAM BUILDING, ONBOARDING</u>	1004	11/24		
Total B62656:						31.26	.00					
Total KUNA LUMBER:						2,964.35	.00					
MATHESON TRI-GAS INC												
1871	MATHESON TRI-GAS INC	0030637904		<u>HYDRAULIC GAS CYLINDER RENTAL, NOV '24</u>	11/21/2024	126.24	.00	<u>21-6150 M & R - SYSTEM</u>	0	11/24		
Total 0030637904:						126.24	.00					
Total MATHESON TRI-GAS INC:						126.24	.00					
METROQUIP, INC.												
196	METROQUIP, INC.	P29709		<u>FREIGHT TO RETURN OLD NON-WORKING RECEIVER TO SEE IF IT CAN BE REPAIRED, D. WESTERMAN, NOV '24 - WATER</u>	11/13/2024	13.03	.00	<u>20-6150 M & R - SYSTEM</u>	0	11/24		
196	METROQUIP, INC.	P29709		<u>FREIGHT TO RETURN OLD NON-WORKING RECEIVER TO SEE IF IT CAN BE REPAIRED, D. WESTERMAN, NOV '24 - P.I.</u>	11/13/2024	4.97	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	11/24		
196	METROQUIP, INC.	P29709		<u>FREIGHT TO RETURN OLD NON-WORKING RECEIVER TO SEE IF IT CAN BE REPAIRED, D. WESTERMAN, NOV '24 - SEWER</u>	11/13/2024	13.03	.00	<u>21-6150 M & R - SYSTEM</u>	0	11/24		
Total P29709:						31.03	.00					

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196	METROQUIP, INC.	P29739	19467	<u>3 INCH PUMP AND HOSE, J. COX, NOV '24 - WATER</u>	11/15/2024	1,419.75	.00	<u>20-6175 SMALL TOOLS</u>	0	11/24		
196	METROQUIP, INC.	P29739	19467	<u>3 INCH PUMP AND HOSE, J. COX, NOV '24 - P.I.</u>	11/15/2024	354.94	.00	<u>25-6175 SMALL TOOLS</u>	0	11/24		
Total P29739:						1,774.69	.00					
196	METROQUIP, INC.	P29766	19422	<u>LOCATOR RECEIVER, D.WESTERMAN, NOV '24 - SEWER</u>	11/19/2024	826.56	.00	<u>21-6175 SMALL TOOLS</u>	0	11/24		
196	METROQUIP, INC.	P29766	19422	<u>LOCATOR RECEIVER, D.WESTERMAN, NOV '24 - P.I.</u>	11/19/2024	314.88	.00	<u>25-6175 SMALL TOOLS</u>	0	11/24		
196	METROQUIP, INC.	P29766	19422	<u>LOCATOR RECEIVER, D.WESTERMAN, NOV '24 - WATER</u>	11/19/2024	826.56	.00	<u>20-6175 SMALL TOOLS</u>	0	11/24		
Total P29766:						1,968.00	.00					
Total METROQUIP, INC.:						3,773.72	.00					
MISCELLANEOUS #2												
1849	MISCELLANEOUS #2	11152024VGV		<u>M3 ID VALOR GOLF VILLAGES, CASH BOND RELEASE FOR GOLF VILLAGES SUBDIVISION NO 1 LANDSCAPING R91-2023, NOV '24</u>	11/15/2024	481,226.03	481,226.03	<u>30-2080 DEVELOPER DEPOSITS</u>	0	11/24	11/15/2024	
Total 11152024VGV:						481,226.03	481,226.03					
Total MISCELLANEOUS #2:						481,226.03	481,226.03					
MISCELLANEOUS #3												
2270	MISCELLANEOUS #3	11082024MP		<u>MARK PRICE, REIMBURSEMENT OF GORILLA TAPE AND CLIPS FOR HANGING CHRISTMAS LIGHTS, NOV '24</u>	11/08/2024	41.13	41.13	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	11/24	11/15/2024	

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Total 11082024MP:						41.13	41.13					
Total MISCELLANEOUS #3:						41.13	41.13					
PAIGE MECHANICAL GROUP, INC.												
1654	PAIGE MECHANICAL GROUP, INC.	43044	19298	<u>SERVICE FOR REPLACEMENT OF 40 GAL WATER IN BLOWER ROOM, M. NADEAU, OCT '24</u>	11/21/2024	4,954.00	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	11/24		
Total 43044:						4,954.00	.00					
Total PAIGE MECHANICAL GROUP, INC.:						4,954.00	.00					
PARKLAND USA												
2020	PARKLAND USA	IN-370978-24		<u>UNLEADED FUEL FOR FUEL STATION, NOV '24</u>	11/14/2024	751.17	.00	<u>21-6300 FUEL</u>	0	11/24		
2020	PARKLAND USA	IN-370978-24		<u>DIESEL FUEL FOR FUEL STATION, NOV '24</u>	11/14/2024	679.58	.00	<u>21-6300 FUEL</u>	0	11/24		
Total IN-370978-24:						1,430.75	.00					
Total PARKLAND USA:						1,430.75	.00					
PIPECO, INC												
55	PIPECO, INC	S5732554.001	19497	<u>CHRISTMAS LIGHTS, C. STRAKER, NOV '24</u>	11/19/2024	441.41	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	11/24		
Total S5732554.001:						441.41	.00					
Total PIPECO, INC:						441.41	.00					
POLLARDWATER												
1045	POLLARDWATER	WW062724	19351	<u>6 SAFETYFLEX APRONS FOR KUNA EAST META, J. WEBB, NOV '24</u>	11/12/2024	103.50	.00	<u>27-6230 SAFETY TRAINING & EQUIPMENT</u>	0	11/24		

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Total WW062724:						103.50	.00					
Total POLLARDWATER:						103.50	.00					
REXEL USA, INC.												
1613	REXEL USA, INC.	5S21804		<u>SOFT CASE FOR FLUKE-2, NOV.'24</u>	11/14/2024	54.99	.00	<u>21-6175 SMALL TOOLS</u>	0	11/24		
Total 5S21804:						54.99	.00					
Total REXEL USA, INC.:						54.99	.00					
SCOTT R BROCK												
2273	SCOTT R BROCK	293		<u>REPAIR WALK GATE AT KUNA PD, J. ADAMS, NOV '24</u>	11/21/2024	200.00	200.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	0	11/24	11/22/2024	
Total 293:						200.00	200.00					
Total SCOTT R BROCK:						200.00	200.00					
SIMPLOT TURF & HORTICULTURE												
491	SIMPLOT TURF & HORTICULTURE	216076554	19443	<u>GRASS SEED FOR THE FARM, R.HENZE, NOV.'24</u>	11/18/2024	250.00	.00	<u>21-6090 FARM EXPENDITURES</u>	0	11/24		
Total 216076554:						250.00	.00					
491	SIMPLOT TURF & HORTICULTURE	216076569		<u>MORE GRASS SEED FOR THE FARM, R. HENZE, NOV '24</u>	11/20/2024	250.00	.00	<u>21-6090 FARM EXPENDITURES</u>	0	11/24		
Total 216076569:						250.00	.00					
Total SIMPLOT TURF & HORTICULTURE:						500.00	.00					
SOUTHWEST OFFICE SUPPLY INC												
2213	SOUTHWEST OFFICE SUPPLY INC	WO-185262-1	19462	<u>KLEENEX AND PENS FOR CITY HALL, NOV.'24 - WATER</u>	11/18/2024	11.75	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	11/24		

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2213	SOUTHWEST OFFICE SUPPLY INC	WO-185262-1	19462	<u>KLEENEX AND PENS FOR CITY HALL, NOV.'24 - ADMIN</u>	11/18/2024	17.18	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	11/24		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-185262-1	19462	<u>KLEENEX AND PENS FOR CITY HALL, NOV.'24 - SEWER</u>	11/18/2024	11.75	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	11/24		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-185262-1	19462	<u>KLEENEX AND PENS FOR CITY HALL, NOV.'24 - P.I</u>	11/18/2024	4.52	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	11/24		
Total WO-185262-1:						45.20	.00					
2213	SOUTHWEST OFFICE SUPPLY INC	WO-185262-2	19462	<u>MOUSE PAD FOR H.R., J. MILLER, NOV '24- WATER</u>	11/19/2024	4.15	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	11/24		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-185262-2	19462	<u>MOUSE PAD FOR H.R., J. MILLER, NOV '24- ADMIN</u>	11/19/2024	3.14	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	11/24		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-185262-2	19462	<u>MOUSE PAD FOR H.R., J. MILLER, NOV '24- SEWER</u>	11/19/2024	4.15	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	11/24		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-185262-2	19462	<u>MOUSE PAD FOR H.R., J. MILLER, NOV '24- P.I</u>	11/19/2024	1.13	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	11/24		
Total WO-185262-2:						12.57	.00					
2213	SOUTHWEST OFFICE SUPPLY INC	WO-185262-3	19462	<u>PACK OF FOLDERS FOR HR J. MILLER, NOV '24- ADMIN</u>	11/20/2024	3.04	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	11/24		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-185262-3	19462	<u>PACK OF FOLDERS FOR HR J. MILLER, NOV '24- SEWER</u>	11/20/2024	4.01	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	11/24		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-185262-3	19462	<u>PACK OF FOLDERS FOR HR J. MILLER, NOV '24- WATER</u>	11/20/2024	4.01	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	11/24		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-185262-3	19462	<u>PACK OF FOLDERS FOR HR J. MILLER, NOV '24- P.I</u>	11/20/2024	1.09	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	11/24		
Total WO-185262-3:						12.15	.00					
2213	SOUTHWEST OFFICE SUPPLY INC	WO-185262-4	19462	<u>DESK CALENDAR FOR HR, J. MILLER, NOV '24- SEWER</u>	11/20/2024	1.40	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	11/24		

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2213	SOUTHWEST OFFICE SUPPLY INC	WO-185262-4	19462	<u>DESK CALENDAR FOR HR, J. MILLER, NOV '24- ADMIN</u>	11/20/2024	1.06	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	11/24		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-185262-4	19462	<u>DESK CALENDAR FOR HR, J. MILLER, NOV '24- P.I</u>	11/20/2024	.37	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	11/24		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-185262-4	19462	<u>DESK CALENDAR FOR HR, J. MILLER, NOV '24- WATER</u>	11/20/2024	1.40	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	11/24		
Total WO-185262-4:						4.23	.00					
Total SOUTHWEST OFFICE SUPPLY INC:						74.15	.00					
SUNBELT RENTALS INC												
1972	SUNBELT RENTALS INC	161427384-00		<u>MAN LIFT RENTAL, OCT 30-NOV 26, 2024, NOV '24</u>	11/09/2024	3,469.32	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	11/24		
Total 161427384-0001:						3,469.32	.00					
Total SUNBELT RENTALS INC:						3,469.32	.00					
TACOMA SCREW PRODUCTS, INC												
1768	TACOMA SCREW PRODUCTS, INC	200153635-00	19420	<u>WASHERS, SAND PAPER, AND PLIERS, NOV '24</u>	11/12/2024	51.27	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	11/24		
Total 200153635-00:						51.27	.00					
Total TACOMA SCREW PRODUCTS, INC:						51.27	.00					
TMI GROUP INC												
2171	TMI GROUP INC	90836		<u>10,000 MILE SERVICE, REPLACED FRONT & REAR TIRES, REBUILD CLUTCH FOR KPD 2023 HARLEY, NOV '24</u>	11/14/2024	2,446.42	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	11/24		
Total 90836:						2,446.42	.00					
Total TMI GROUP INC:						2,446.42	.00					

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TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:10784395	19428	COFFEE AND CREAMER FOR THE PLANT, C.PATON, NOV.'24 - SEWER	11/13/2024	76.44	.00	21-6165 OFFICE SUPPLIES	0	11/24		
992	TREASURE VALLEY COFFEE	2160:10784395	19428	COFFEE AND CREAMER FOR THE PLANT, C.PATON, NOV.'24 - WATER	11/13/2024	76.44	.00	20-6165 OFFICE SUPPLIES	0	11/24		
992	TREASURE VALLEY COFFEE	2160:10784395	19428	COFFEE AND CREAMER FOR THE PLANT, C.PATON, NOV.'24 - P.I	11/13/2024	29.12	.00	25-6165 OFFICE SUPPLIES	0	11/24		
Total 2160:10784395:						182.00	.00					
992	TREASURE VALLEY COFFEE	2160:10799663		BEAN TO CUP RENTAL, 4 WEEKS, PARKS SHOP/OFFICE, NOV.'24	11/13/2024	150.00	.00	01-6212 RENT-EQUIPMENT	1004	11/24		
Total 2160:10799663:						150.00	.00					
Total TREASURE VALLEY COFFEE:						332.00	.00					
ULINE INC												
2065	ULINE INC	185691456	19457	PALLET JACK AND HAND TRUCK FOR META, U. RAMIREZ, NOV. 24	11/14/2024	510.93	.00	28-6175 SMALL TOOLS	0	11/24		
2065	ULINE INC	185691456	19457	PALLET JACK AND HAND TRUCK FOR META, U. RAMIREZ, NOV. 24	11/14/2024	510.93	.00	27-6175 SMALL TOOLS	0	11/24		
Total 185691456:						1,021.86	.00					
2065	ULINE INC	185959430	19518	BOOT SCRAPER AND ICE WRAP AROUNDS FOR META U. RAMIREZ, NOV '24- SEWER	11/21/2024	58.50	.00	28-6140 MAINT & REPAIR BUILDING	0	11/24		
2065	ULINE INC	185959430	19518	UNCORDED EAR PLUGS FOR META, U. RAMIREZ, NOV '24- SEWER	11/21/2024	37.00	.00	28-6230 SAFETY TRAINING & EQUIPMENT	0	11/24		

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2065	ULINE INC	185959430	19518	<u>MATS, SAFETY GLASSES DISPENSERS FOR META, U. RAMIREZ, NOV '24- SEWER</u>	11/21/2024	1,521.83	.00	<u>28-6165 OFFICE SUPPLIES</u>	0	11/24		
2065	ULINE INC	185959430	19518	<u>BOOT SCRAPER AND ICE WRAP AROUNDS FOR META U. RAMIREZ, NOV '24- WATER</u>	11/21/2024	58.50	.00	<u>27-6140 MAINT. & REPAIR BUILDING</u>	0	11/24		
2065	ULINE INC	185959430	19518	<u>MATS, SAFETY GLASSES DISPENSERS FOR META, U. RAMIREZ, NOV '24- WATER</u>	11/21/2024	1,521.83	.00	<u>27-6165 OFFICE SUPPLIES</u>	0	11/24		
2065	ULINE INC	185959430	19518	<u>UNCORDED EAR PLUGS FOR META, U. RAMIREZ, NOV '24- WATER</u>	11/21/2024	37.00	.00	<u>27-6230 SAFETY TRAINING & EQUIPMENT</u>	0	11/24		
Total 185959430:						3,234.66	.00					
Total ULINE INC:						4,256.52	.00					
ULTIMATE HEATING & AIR, INC.												
1538	ULTIMATE HEATING & AIR, INC.	24012596		<u>DIAGNOSTIC FEE TO DETERMINE SYSTEM FAILURE AT SENIOR CENTER, PARTS HAVE BEEN ORDERED AND REPAIRS WILL BE MADE ON SEPARATE INVOICE, NOV '24</u>	11/19/2024	89.00	89.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1001	11/24	11/22/2024	
Total 24012596:						89.00	89.00					
Total ULTIMATE HEATING & AIR, INC.:						89.00	89.00					
UNITED SITE SERVICES OF NEVADA INC												
2124	UNITED SITE SERVICES OF NEVADA INC	INV-4933098		<u>PORTABLE RESTROOM RENTAL AND SERVICE, BOOSTER 5750 E KUNA RD, 11/14-12/11/2024</u>	11/14/2024	61.00	.00	<u>20-6212 RENT - EQUIPMENT</u>	0	11/24		
Total INV-4933098:						61.00	.00					
Total UNITED SITE SERVICES OF NEVADA INC:						61.00	.00					

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UTILITY REFUND #18												
2325	UTILITY REFUND #18	123053.00		<u>CBH, 2589 W TAR SANDS DR</u> <u>UTILITY REFUND - SEWER</u>	11/04/2024	19.46	.00	<u>21-4600 SEWER</u> <u>USER FEES</u>	0	11/24		
2325	UTILITY REFUND #18	123053.00		<u>CBH, 2589 W TAR SANDS DR</u> <u>UTILITY REFUND - WATER</u>	11/04/2024	81.51	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	11/24		
Total 123053.00:						100.97	.00					
2325	UTILITY REFUND #18	123054.00		<u>CBH, 1381 N THISTLE DR</u> <u>UTILITY REFUND - WATER</u>	11/04/2024	57.48	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	11/24		
Total 123054.00:						57.48	.00					
2325	UTILITY REFUND #18	150120.01		<u>CURTIS HANSON, 638 W WHITE</u> <u>FANG ST UTILITY REFUND -</u> <u>TRASH</u>	11/19/2024	13.39	.00	<u>26-4975 SOLID</u> <u>WASTE USER</u> <u>FEES</u>	0	11/24		
2325	UTILITY REFUND #18	150120.01		<u>CURTIS HANSON, 638 W WHITE</u> <u>FANG ST UTILITY REFUND -</u> <u>WATER</u>	11/19/2024	21.49	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	11/24		
2325	UTILITY REFUND #18	150120.01		<u>CURTIS HANSON, 638 W WHITE</u> <u>FANG ST UTILITY REFUND -</u> <u>SEWER</u>	11/19/2024	22.17	.00	<u>21-4600 SEWER</u> <u>USER FEES</u>	0	11/24		
Total 150120.01:						57.05	.00					
2325	UTILITY REFUND #18	160865.03A		<u>BROOKE R KARM, 262 W CASE</u> <u>ST UTILITY REFUND - WATER</u>	11/21/2024	63.42	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	11/24		
Total 160865.03A:						63.42	.00					
2325	UTILITY REFUND #18	171209.00		<u>CBH, 2249 W CASCARA ST</u> <u>UTILITY REFUND - SEWER</u>	11/05/2024	39.17	.00	<u>21-4600 SEWER</u> <u>USER FEES</u>	0	11/24		
2325	UTILITY REFUND #18	171209.00		<u>CBH, 2249 W CASCARA ST</u> <u>UTILITY REFUND - WATER</u>	11/05/2024	103.17	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	11/24		

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Total 171209.00:						142.34	.00					
2325	UTILITY REFUND #18	173295.03		<u>MICHAEL KIEGL, 453 S ROCKER AVE UTILITY REFUND - WATER</u>	11/18/2024	45.30	.00	<u>20-4500 METERED WATER SALES</u>	0	11/24		
2325	UTILITY REFUND #18	173295.03		<u>MICHAEL KIEGL, 453 S ROCKER AVE UTILITY REFUND - SEWER</u>	11/18/2024	96.59	.00	<u>21-4600 SEWER USER FEES</u>	0	11/24		
2325	UTILITY REFUND #18	173295.03		<u>MICHAEL KIEGL, 453 S ROCKER AVE UTILITY REFUND - TRASH</u>	11/18/2024	54.43	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	11/24		
Total 173295.03:						196.32	.00					
2325	UTILITY REFUND #18	260665.00		<u>BREAKWATER TRUST, 2248 W STEELY CT UTILITY REFUND - SEWER</u>	11/04/2024	11.46	.00	<u>21-4600 SEWER USER FEES</u>	0	11/24		
2325	UTILITY REFUND #18	260665.00		<u>BREAKWATER TRUST, 2248 W STEELY CT UTILITY REFUND - WATER</u>	11/04/2024	8.77	.00	<u>20-4500 METERED WATER SALES</u>	0	11/24		
2325	UTILITY REFUND #18	260665.00		<u>BREAKWATER TRUST, 2248 W STEELY CT UTILITY REFUND - TRASH</u>	11/04/2024	6.44	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	11/24		
Total 260665.00:						26.67	.00					
2325	UTILITY REFUND #18	277762.00		<u>CBH, 655 W SMOKY QUARTZ ST UTILITY REFUND - WATER</u>	11/05/2024	94.77	.00	<u>20-4500 METERED WATER SALES</u>	0	11/24		
2325	UTILITY REFUND #18	277762.00		<u>CBH, 655 W SMOKY QUARTZ ST UTILITY REFUND - SEWER</u>	11/05/2024	35.75	.00	<u>21-4600 SEWER USER FEES</u>	0	11/24		
Total 277762.00:						130.52	.00					
2325	UTILITY REFUND #18	292196.00		<u>CBH, 2271 W ARYA ST UTILITY REFUND - WATER</u>	11/04/2024	118.89	.00	<u>20-4500 METERED WATER SALES</u>	0	11/24		

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2325	UTILITY REFUND #18	292196.00		<u>CBH, 2271 WARYA ST UTILITY REFUND - SEWER</u>	11/04/2024	60.87	.00	<u>21-4600 SEWER USER FEES</u>	0	11/24		
Total 292196.00:						179.76	.00					
2325	UTILITY REFUND #18	304577.00		<u>CBH, 2748 E NIGHT RIDER DR UTILITY REFUND - WATER</u>	11/05/2024	97.12	.00	<u>20-4500 METERED WATER SALES</u>	0	11/24		
2325	UTILITY REFUND #18	304577.00		<u>CBH, 2748 E NIGHT RIDER DR UTILITY REFUND - SEWER</u>	11/05/2024	33.40	.00	<u>21-4600 SEWER USER FEES</u>	0	11/24		
Total 304577.00:						130.52	.00					
2325	UTILITY REFUND #18	304595.00		<u>CBH, 2747 E NIGHT RIDER DR UTILITY REFUND - WATER</u>	11/04/2024	86.88	.00	<u>20-4500 METERED WATER SALES</u>	0	11/24		
2325	UTILITY REFUND #18	304595.00		<u>CBH, 2747 E NIGHT RIDER DR UTILITY REFUND - SEWER</u>	11/04/2024	24.24	.00	<u>21-4600 SEWER USER FEES</u>	0	11/24		
Total 304595.00:						111.12	.00					
2325	UTILITY REFUND #18	311064.00		<u>TOLL BROS INC, 8203 S COOPER FLATS AVE UTILITY REFUND - WATER</u>	11/04/2024	103.05	.00	<u>20-4500 METERED WATER SALES</u>	0	11/24		
2325	UTILITY REFUND #18	311064.00		<u>TOLL BROS INC, 8203 S COOPER FLATS AVE UTILITY REFUND - SEWER</u>	11/04/2024	-58.00	.00	<u>21-4600 SEWER USER FEES</u>	0	11/24		
Total 311064.00:						45.05	.00					
2325	UTILITY REFUND #18	311065.00		<u>TOLL BROS INC, 8191 S COOPER FLATS AVE UTILITY REFUND - WATER</u>	11/04/2024	103.05	.00	<u>20-4500 METERED WATER SALES</u>	0	11/24		
2325	UTILITY REFUND #18	311065.00		<u>TOLL BROS INC, 8191 S COOPER FLATS AVE UTILITY REFUND - SEWER</u>	11/04/2024	-58.00	.00	<u>21-4600 SEWER USER FEES</u>	0	11/24		

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Total 311065.00:						45.05	.00					
2325	UTILITY REFUND #18	311088.00		<u>TOLL BROS INC. 1419 W REGENCY RIDGE DR UTILITY REFUND - WATER</u>	11/04/2024	101.79	.00	<u>20-4500 METERED WATER SALES</u>	0	11/24		
2325	UTILITY REFUND #18	311088.00		<u>TOLL BROS INC. 1419 W REGENCY RIDGE DR UTILITY REFUND - SEWER</u>	11/04/2024	-60.61	.00	<u>21-4600 SEWER USER FEES</u>	0	11/24		
Total 311088.00:						41.18	.00					
2325	UTILITY REFUND #18	311092.00		<u>TOLL BROS INC. 1456 W REGENCY RIDGE DR UTILITY REFUND - WATER</u>	11/04/2024	105.61	.00	<u>20-4500 METERED WATER SALES</u>	0	11/24		
2325	UTILITY REFUND #18	311092.00		<u>TOLL BROS INC. 1456 W REGENCY RIDGE DR UTILITY REFUND - SEWER</u>	11/04/2024	-52.68	.00	<u>21-4600 SEWER USER FEES</u>	0	11/24		
Total 311092.00:						52.93	.00					
2325	UTILITY REFUND #18	311095.00		<u>TOLL BROS INC. 1420 W REGENCY RIDGE DR UTILITY REFUND - WATER</u>	11/05/2024	106.89	.00	<u>20-4500 METERED WATER SALES</u>	0	11/24		
2325	UTILITY REFUND #18	311095.00		<u>TOLL BROS INC. 1420 W REGENCY RIDGE DR UTILITY REFUND - SEWER</u>	11/05/2024	-50.02	.00	<u>21-4600 SEWER USER FEES</u>	0	11/24		
Total 311095.00:						56.87	.00					
2325	UTILITY REFUND #18	340202.00		<u>CBH, 1271 W CROOKED RIVER DR UTILITY REFUND - WATER</u>	11/05/2024	72.66	.00	<u>20-4500 METERED WATER SALES</u>	0	11/24		
2325	UTILITY REFUND #18	340202.00		<u>CBH, 1271 W CROOKED RIVER DR UTILITY REFUND - SEWER</u>	11/05/2024	10.36	.00	<u>21-4600 SEWER USER FEES</u>	0	11/24		
Total 340202.00:						83.02	.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
2325	UTILITY REFUND #18	340209.00		<u>CBH, 6864 S SUSHANA RIVER AVE UTILITY REFUND - WATER</u>	11/05/2024	94.95	.00	<u>20-4500 METERED WATER SALES</u>	0	11/24		
2325	UTILITY REFUND #18	340209.00		<u>CBH, 6864 S SUSHANA RIVER AVE UTILITY REFUND - SEWER</u>	11/05/2024	31.63	.00	<u>21-4600 SEWER USER FEES</u>	0	11/24		
Total 340209.00:						126.58	.00					
2325	UTILITY REFUND #18	340211.00		<u>CBH, 6848 S SUSHANA RIVER AVE UTILITY REFUND - WATER</u>	11/04/2024	96.96	.00	<u>20-4500 METERED WATER SALES</u>	0	11/24		
2325	UTILITY REFUND #18	340211.00		<u>CBH, 6848 S SUSHANA RIVER AVE UTILITY REFUND - SEWER</u>	11/04/2024	33.56	.00	<u>21-4600 SEWER USER FEES</u>	0	11/24		
Total 340211.00:						130.52	.00					
2325	UTILITY REFUND #18	342022.00		<u>HARDING HOMES INC, 6043 S CORSICAN AVE UTILITY REFUND - WATER</u>	11/04/2024	136.49	.00	<u>20-4500 METERED WATER SALES</u>	0	11/24		
Total 342022.00:						136.49	.00					
2325	UTILITY REFUND #18	342029.00		<u>HARDING HOMES, 6105 S CORSICAN AVE UTILITY REFUND - SEWER</u>	11/04/2024	2.12	.00	<u>21-4600 SEWER USER FEES</u>	0	11/24		
2325	UTILITY REFUND #18	342029.00		<u>HARDING HOMES, 6105 S CORSICAN AVE UTILITY REFUND - WATER</u>	11/04/2024	122.52	.00	<u>20-4500 METERED WATER SALES</u>	0	11/24		
Total 342029.00:						124.64	.00					
2325	UTILITY REFUND #18	342038.00		<u>HARDING HOMES INC, 3107 W FIREFOOT DR UTILITY REFUND - SEWER</u>	11/04/2024	23.41	.00	<u>21-4600 SEWER USER FEES</u>	0	11/24		
2325	UTILITY REFUND #18	342038.00		<u>HARDING HOMES INC, 3107 W FIREFOOT DR UTILITY REFUND - WATER</u>	11/04/2024	134.69	.00	<u>20-4500 METERED WATER SALES</u>	0	11/24		

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Total 342038.00:						158.10	.00					
2325	UTILITY REFUND #18	361573.00		<u>BERKELEY BUILDING CO.</u> <u>11347 S SAYLIS WAY UTILITY</u> <u>REFUND - SEWER</u>	11/04/2024	2.74	.00	<u>21-4600 SEWER</u> <u>USER FEES</u>	0	11/24		
2325	UTILITY REFUND #18	361573.00		<u>BERKELEY BUILDING CO.</u> <u>11347 S SAYLIS WAY UTILITY</u> <u>REFUND - WATER</u>	11/04/2024	62.62	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	11/24		
Total 361573.00:						65.36	.00					
2325	UTILITY REFUND #18	361926.00		<u>TH CONSTRUCTION LLC, 11329</u> <u>S CORBALLIS LN UTILITY</u> <u>REFUND - WATER</u>	11/05/2024	63.88	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	11/24		
2325	UTILITY REFUND #18	361926.00		<u>TH CONSTRUCTION LLC, 11329</u> <u>S CORBALLIS LN UTILITY</u> <u>REFUND - SEWER</u>	11/05/2024	5.35	.00	<u>21-4600 SEWER</u> <u>USER FEES</u>	0	11/24		
Total 361926.00:						69.23	.00					
2325	UTILITY REFUND #18	361927.00		<u>TH CONSTRUCTION LLC, 11321</u> <u>S CORBALLIS LN UTILITY</u> <u>REFUND - TRASH</u>	11/05/2024	6.73	.00	<u>21-4600 SEWER</u> <u>USER FEES</u>	0	11/24		
2325	UTILITY REFUND #18	361927.00		<u>TH CONSTRUCTION LLC, 11321</u> <u>S CORBALLIS LN UTILITY</u> <u>REFUND - WATER</u>	11/05/2024	64.54	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	11/24		
Total 361927.00:						71.27	.00					
2325	UTILITY REFUND #18	361936.00		<u>TH CONSTRUCTION LLC, 11313</u> <u>S CORBALLIS LN UTILITY</u> <u>REFUND - SEWER</u>	11/05/2024	6.73	.00	<u>21-4600 SEWER</u> <u>USER FEES</u>	0	11/24		
2325	UTILITY REFUND #18	361936.00		<u>TH CONSTRUCTION LLC, 11313</u> <u>S CORBALLIS LN UTILITY</u> <u>REFUND - WATER</u>	11/05/2024	64.54	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	11/24		

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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 361936.00:						71.27	.00					
2325	UTILITY REFUND #18	361937.00		<u>TH CONSTRUCTION LLC, 11337 S CORBALLIS LN UTILITY REFUND - SEWER</u>	11/05/2024	5.35	.00	<u>21-4600 SEWER USER FEES</u>	0	11/24		
2325	UTILITY REFUND #18	361937.00		<u>TH CONSTRUCTION LLC, 11337 S CORBALLIS LN UTILITY REFUND - WATER</u>	11/05/2024	63.88	.00	<u>20-4500 METERED WATER SALES</u>	0	11/24		
Total 361937.00:						69.23	.00					
2325	UTILITY REFUND #18	361938.00		<u>TH CONSTRUCTION LLC, 11350 S CORBALLIS LN UTILITY REFUND - SEWER</u>	11/05/2024	45.37	.00	<u>21-4600 SEWER USER FEES</u>	0	11/24		
2325	UTILITY REFUND #18	361938.00		<u>TH CONSTRUCTION LLC, 11350 S CORBALLIS LN UTILITY REFUND - WATER</u>	11/05/2024	83.18	.00	<u>20-4500 METERED WATER SALES</u>	0	11/24		
Total 361938.00:						128.55	.00					
2325	UTILITY REFUND #18	60601.03		<u>DENNIS AND NEVA BOYD FAMILY TRUST, 474 N LOCUST AVE UTILITY REFUND - SEWER</u>	11/19/2024	37.61	.00	<u>21-4600 SEWER USER FEES</u>	0	11/24		
2325	UTILITY REFUND #18	60601.03		<u>DENNIS AND NEVA BOYD FAMILY TRUST, 474 N LOCUST AVE UTILITY REFUND - TRASH</u>	11/19/2024	23.72	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	11/24		
2325	UTILITY REFUND #18	60601.03		<u>DENNIS AND NEVA BOYD FAMILY TRUST, 474 N LOCUST AVE UTILITY REFUND - WATER</u>	11/19/2024	55.35	.00	<u>20-4500 METERED WATER SALES</u>	0	11/24		
Total 60601.03:						116.68	.00					
Total UTILITY REFUND #18:						2,788.19	.00					
VICTORY GREENS												
364	VICTORY GREENS	784377	19483	<u>10 YARDS OF 3/4" ROAD MIX FOR THE SHOP, S. CAHILL, NOV '24</u>	11/18/2024	229.50	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	11/24		

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Total 784377:						229.50	.00					
Total VICTORY GREENS:						229.50	.00					
WESTERN STATES EQUIPMENT CO.												
98	WESTERN STATES EQUIPMENT CO.	IN003005962		TROUBLE SHOOT GENERATOR AND REPLACE ENGINE COOLANT HEATER AT CEDAR WELL, NOV. 24	11/24/2024	888.98	.00	20-6150 M & R - SYSTEM	0	11/24		
Total IN003005962:						888.98	.00					
Total WESTERN STATES EQUIPMENT CO.:						888.98	.00					
WHITE, PETERSON, GIGRAY, & NICHOLS P.A.												
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	165379		LEGAL SERVICES - GENERAL, OCT '24	10/31/2024	3,648.26	3,648.26	01-6202 PROFESSIONAL SERVICES	0	11/24	11/15/2024	
Total 165379:						3,648.26	3,648.26					
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	165380		LEGAL SERVICES FOR P & Z, OCT '24	10/31/2024	270.49	270.49	01-6202 PROFESSIONAL SERVICES	1003	11/24	11/15/2024	
Total 165380:						270.49	270.49					
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	165381		LEGAL SERVICES FOR SEWER FUND, OCT '24	10/31/2024	391.40	391.40	21-6202 PROFESSIONAL SERVICES	0	11/24	11/15/2024	
Total 165381:						391.40	391.40					
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	165382		LEGAL SERVICES FOR PROJECT PEREGRINE, OCT '24	10/31/2024	663.32	663.32	01-6202 PROFESSIONAL SERVICES	4000	11/24	11/15/2024	

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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 165382:						663.32	663.32					
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	165383		<u>LEGAL SERVICES FOR HOME PLACE LLC & LYDIA DURRANT - MASON CREEK EMINENT DOMAIN, OCT '24</u>	10/31/2024	1,839.58	1,839.58	21-6202 PROFESSIONAL SERVICES	0	11/24	11/15/2024	
Total 165383:						1,839.58	1,839.58					
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	165384		<u>LEGAL SERVICES FOR GEMSTONE TECHNOLOGY PARK LLC - DIODE DEVELOPMENT PROJECT, OCT '24</u>	10/31/2024	391.40	391.40	01-6202 PROFESSIONAL SERVICES	4000	11/24	11/15/2024	
Total 165384:						391.40	391.40					
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	165385		<u>LEGAL SERVICES FOR SNAKE RIVER WATERKEEPER INC - CLEAN WATER ACT VIOLATIONS, OCT '24</u>	10/31/2024	313.12	313.12	21-6202 PROFESSIONAL SERVICES	0	11/24	11/15/2024	
Total 165385:						313.12	313.12					
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	165386		<u>LEGAL SERVICES FOR RLG PROPERTIES LLC - KAY & AVALON TRAFFIC ROW ACQUISITION</u>	10/31/2024	322.91	322.91	40-6020 CAPITAL IMPROVEMENTS	0	11/24	11/15/2024	
Total 165386:						322.91	322.91					
Total WHITE, PETERSON, GIGRAY, & NICHOLS P.A.:						7,840.48	7,840.48					
Grand Totals:						1,092,946.34	905,195.74					

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Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

CASE NO. 24-17-FP

**ASHTON ESTATES NO. 7,
FINAL PLAT**

Planner: Troy Behunin, TBehuninn@kunaid.gov, 208-922.5274

**ALL APPLICATION MATERIALS: [24-17-FP,](#)
[ASHTON ESTATES NO. 7 SUBDIVISION](#)**

If you require assistance accessing the application materials through the link provided above or would like to review the application materials in person at City Hall please contact the assigned planner.



**CITY OF KUNA:
CITY COUNCIL
STAFF MEMO**

City of Kuna Council Staff Memo

Entitlements Requested:	Final Plat	Rezone	Annexation	Special Use	Planned Unit Development	Design Review	Other
Title:	Ashton Estates No. 7		Application Number:		24-17-FP		
Date:	12/03/2024		Staff Contact:		Troy Behunin		
Owner/Applicant:	CW-Kuna, LLC - Owner		Applicant Contact:		mcooley@hayden-homes.com		
Representative:	KM Engineering, LLP		Representative Contact:		CHeath@kmengllp.com		

Purpose
 Applicant requests Final Plat approval for approx. 6.70 acres within an existing R-8 zone; and requests approval in order to subdivide the site into 30 single-family lots, 6 common lots. The site is located near the northeast corner of Meridian Road and Meadow View Road (APN, S1419244275).

 This Final Plat request is a part of the overall Ashton Estates Subdivision.

Statement of Fact	
Parcel Number(s):	S1419244275
Future Land Use Map Designation:	High Density Residential
Existing Land Use:	Agriculture
Current Zoning:	R-8, High Density Residential – Kuna City
Proposed Zoning:	R-8, High Density Residential – Kuna City
Development Area:	6.70 Acres
Adjacent Zoning Districts:	North: RR (Rural Residential); East: RR (Rural Residential); South: A (Agriculture-Ada County); West: R-8 (High Density Residential),
Adjacent Street(s) Existing & Proposed:	North: Nothing; East: Nothing; South: Kuna Rd. (Existing); West: Rockdale Way, and Tugela Falls St. (Existing)
Internal Street(s) Existing & Proposed:	Public Streets (Proposed) E Cave Falls., E Misty Falls., N Hurtsville Ave., N Peakhurst Ave., and N Belgian Way.
Adjacent Bike/Pedestrian Facilities:	Existing Pedestrian & Bike Paths exist on the West side between this phase and phase 6.
Adjacent Parks:	None
Land Dedication Requirements:	N/A

Comprehensive Plan and Future Land Use Map Analysis
 The Comprehensive Plan identifies the subject property as High Density Residential, the existing zone is a City of Kuna Zone; R-8 (High Density Residential). The proposed zoning and land use for the subject site agrees with the Future Land Use Map (FLUM) of the City of Kuna.

Recommended Conditions of Approval

1. Developer/Owner/Applicant shall work with Ada County Highway District and the City of Kuna to complete all required traffic improvements to provide public access to the site as this project will have internal private streets, as detailed in the Ada County Highway District staff report.
2. Developer/Owner/Applicant shall measure all front building setbacks from back of sidewalk on all internal local roads.
3. Applicant shall ensure the proper easement widths on all lots in accordance with KCC 5-9-308.
4. It is the responsibility of the Developer to ensure any anticipated buildings fit any given buildable lot.
5. Fencing within and around the site shall comply with KCC 5-5-5 (unless specifically approved otherwise and permitted).
6. All required landscaping shall be permanently maintained in a healthy condition. The property Owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting in public Rights-of-Way shall be with approval from ACHD.
7. Landscaping shall not be placed within ten (10) feet of any meter pits, pressurized irrigation valves and/or ACHD underground facilities and must honor all vision triangles.
8. All signage within/for the project shall comply with Kuna City Code and shall be approved through the applicable sign approval process listed in KCC 5-10.
9. If any revisions are made, the Applicant shall provide the Planning and Zoning Staff with a revised copy of the Preliminary Plat. Any revisions of the Plat are subject to Administrative Determination to rule if the revision is substantial.
10. Develop/Owner/Applicant is hereby notified this project is subject to Design Review inspections and fees. Required inspections (post construction), are to verify building and landscaping compliance prior to requesting signature on the final plat.
11. 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 5-9-402-B-22.
12. Connection to City Services (Sewer and Water) is required. The Applicant shall conform to all corresponding City of Kuna Master Plans.
13. Developer/Owner/Applicant shall work with staff in order to provide final locations of streetlights as required by Kuna City Code. Streetlights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Sky practices.
14. The Developer/Owner/Applicant, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through Public Hearing processes.
15. Developer/Owner/Applicant/Contractors are hereby notified of Kuna's working hours. Construction of any kind shall only be conducted within hours specified in KCC 10-6-3. Noises and other public nuisances/distractions outside of this time frame are subject to lawful penalties
16. Developer/Owner/Applicant is hereby notified of Kuna's weed control policies and requirements KCC 8-1-3. Weeds, grasses, vines or other growth which endanger property or are over 12 inches in height shall be continuously cut down, weeded out, sprayed, burned, removed or destroyed throughout all seasons.
17. Upon City Council's approval, no revisions shall be made to the Final Plat. If revisions are desired, the Applicant shall bring a copy of the changes to Planning and Zoning staff to determine if a new approval is required via the Public Hearing process.

18. Correct and verified as-built (record drawings) drawings shall be required before occupancy or Final Plat approval by City Engineer is granted.
19. Applicant is conditioned to work with the City Engineer for proper easement widths for the project as a whole.
20. Developer/Owner/Applicant and all successors shall comply with all Local, State and Federal Laws.

**RESOLUTION NO. R74-2024
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY LENNAR HOMES OF IDAHO, LLC, FOR EWING MEADOWS SUBDIVISION NO. 1 FOR UNCOMPLETED WORK INCLUDING STREET LIGHTS PURSUANT TO THE TERMS OF THIS RESOLUTION.

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

WHEREAS construction plans for Ewing Meadows Subdivision No. 1 were approved by the Kuna City Engineer on 4 December 2023; and

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

WHEREAS the street lights have not been completed for Ewing Meadows Subdivision No. 1 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the street light completion has been estimated at one hundred seven thousand nine hundred fifteen dollars and zero cents (\$107,915.00) adding 25% for a total of one hundred thirty-four thousand eight hundred ninety-three dollars and seventy-five cents (\$134,893.75); and

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

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

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

1. All bid amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The amount of the check and face amount of the Letter of Credit is at least one hundred thirty-four thousand eight hundred ninety-three dollars and seventy-five cents (\$134,893.75);

- 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 _____, 2024.

APPROVED BY THE MAYOR of Kuna, Idaho this ____ day of _____, 2024.

Joe L. Stear, Mayor

ATTEST:

Nathan Stanley, City Clerk

**CITY OF KUNA IMPROVEMENT AGREEMENT
LETTER OF CREDIT**

THIS AGREEMENT is made by and between LENNAR HOMES OF IDAHO, LLC, (hereinafter "Developer"); whose address is 408 S. Eagle Road, Suite 100, Eagle, ID 83616, 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 eleven of the development known as Ewing Meadows No. 1 Subdivision, ("Development") located in the City of Kuna; and

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following:
 - a. Approved Street Lights for Ewing Meadows No. 1 and the associated Bid for street lights by Alloway Electric Co., Inc.

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. Letter of Credit. Developer has executed and delivered to City an irrevocable standby Letter of Credit issued to the City, in the aggregate amount of one hundred thirty-four thousand eight hundred ninety-three dollars and seventy-five cents (\$134,893.75), for the City to retain, 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 and return the Letter of Credit. 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 Letter of Credit as herein provided, and any withdrawals there from by City shall not constitute a waiver or estoppel against City and shall not release or relieve Developer from its obligation to install and fully pay for Improvements as required in Paragraph 1 above, and the right of City to withdraw from Cash Deposit shall not affect any rights and remedies of City against Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from

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

8. Upon satisfaction of this Agreement, Developer shall provide the City with its financial institution information including account wire transfer information.
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 _____ 2024.



 LENNAR HOMES OF IDAHO, LLC

By Jeff Clemons
Vice President

On this 20th day of October, 2024, before me Jeff Clemons, personally appeared JEFF CLEMONS known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same as the Vice President and on behalf of the LENNAR HOMES OF IDAHO, LLC.

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 Notary Public for Ada County Idaho
 My commission expires on 11-17-28

**RESOLUTION NO. R75-2024
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY LENNAR HOMES OF IDAHO, LLC, FOR EWING MEADOWS SUBDIVISION NO. 1 FOR UNCOMPLETED WORK INCLUDING FENCING PURSUANTANT TO THE TERMS OF THIS RESOLUTION.

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

WHEREAS construction plans for Ewing Meadows Subdivision No. 1 were approved by the Kuna City Engineer on 4 December 2023; and

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

WHEREAS the fencing has not been completed for Ewing Meadows Subdivision No. 1 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the fencing completion has been estimated at one hundred forty-seven thousand eight hundred thirty-six dollars and twenty-eight cents (\$147,836.28) adding 25% for a total of one hundred eighty-four thousand seven hundred ninety-five dollars and thirty-five cents (\$184,795.35); and

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

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

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

1. All bid amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The amount of the check and face amount of the Letter of Credit is at least one hundred eighty-four thousand seven hundred ninety-five dollars and thirty-five cents (\$184,795.35);

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 _____, 2024.

APPROVED BY THE MAYOR of Kuna, Idaho this ____ day of _____, 2024.

Joe L. Stear, Mayor

ATTEST:

Nathan Stanley, City Clerk

**CITY OF KUNA IMPROVEMENT AGREEMENT
LETTER OF CREDIT**

THIS AGREEMENT is made by and between LENNAR HOMES OF IDAHO, LLC, (hereinafter "Developer"); whose address is 408 S. Eagle Road, Suite 100, Eagle, ID 83616, 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 eleven of the development known as Ewing Meadows No. 1 Subdivision, ("Development") located in the City of Kuna; and

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following:
 - a. Approved Fence Plan for Ewing Meadows No. 1 and the associated Bid for fencing by Butte Fence, Inc.

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. Letter of Credit. Developer has executed and delivered to City an irrevocable standby Letter of Credit issued to the City, in the aggregate amount of one hundred eighty-four thousand seven hundred ninety-five dollars and thirty-five cents (\$184,795.35), for the City to retain, 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.

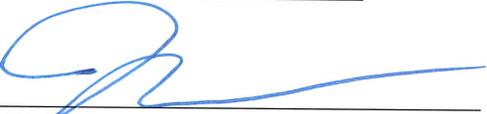
3. The Developer and City stipulate the amount to be a reasonable estimate, pursuant to Kuna City Code.
4. If construction of all financially pledged improvements are not completed within one hundred twenty (120) days following the date of recordation of the final plat, no further building permits shall 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 and return the Letter of Credit. 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 Letter of Credit as herein provided, and any withdrawals there from by City shall not constitute a waiver or estoppel against City and shall not release or relieve Developer from its obligation to install and fully pay for Improvements as required in Paragraph 1 above, and the right of City to withdraw from Cash Deposit shall not affect any rights and remedies of City against Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from

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

8. Upon satisfaction of this Agreement, Developer shall provide the City with its financial institution information including account wire transfer information.
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 _____ 2024.

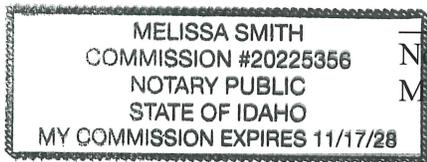


LENNAR HOMES OF IDAHO, LLC

By Jeff Clemons
Vice President

On this 28th day of October, 2024, before me Jeff Clemons, personally appeared JEFF CLEMONS known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same as the Vice President and on behalf of the LENNAR HOMES OF IDAHO, LLC.

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Notary Public for 4-17-28 Idaho
My commission expires on 11-17-28

**RESOLUTION NO. R76-2024
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY LENNAR HOMES OF IDAHO, LLC, FOR EWING MEADOWS SUBDIVISION NO. 1 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANTANT TO THE TERMS OF THIS RESOLUTION.

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

WHEREAS construction plans for Ewing Meadows Subdivision No. 1 were approved by the Kuna City Engineer on 4 December 2023; and

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

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

WHEREAS the landscaping completion has been estimated at six hundred three thousand one hundred eighty-two dollars and eighty-six cents (\$603,182.86) adding 25% for a total of seven hundred fifty-three thousand nine hundred seventy-eight dollars and fifty-eight cents (\$753,978.58); and

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

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

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

1. All bid amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The amount of the check and face amount of the Letter of Credit is at least seven hundred fifty-three thousand nine hundred seventy-eight dollars and fifty-eight cents (\$753,978.58);

- 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 _____, 2024.

APPROVED BY THE MAYOR of Kuna, Idaho this ____ day of _____, 2024.

 Joe L. Stear, Mayor

ATTEST:

 Nathan Stanley, City Clerk

**CITY OF KUNA IMPROVEMENT AGREEMENT
LETTER OF CREDIT**

THIS AGREEMENT is made by and between LENNAR HOMES OF IDAHO, LLC, (hereinafter “Developer”); whose address is 408 S. Eagle Road, Suite 100, Eagle, ID 83616, 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 eleven of the development known as Ewing Meadows No. 1 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 Landscaping for Ewing Meadows No. 1 and the associated Bid for landscaping by Clearwater Landscape.

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. Letter of Credit. Developer has executed and delivered to City an irrevocable standby Letter of Credit issued to the City, in the aggregate amount of seven hundred fifty-three thousand nine hundred seventy-eight dollars and fifty-eight cents (\$753,978.58), for the City to retain, 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.

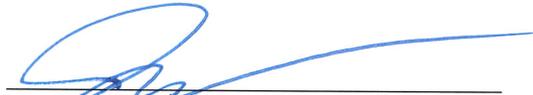
3. The Developer and City stipulate the amount to be a reasonable estimate, pursuant to Kuna City Code.
4. If construction of all financially pledged improvements are not completed within one hundred twenty (120) days following the date of recordation of the final plat, no further building permits shall 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 and return the Letter of Credit. 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 Letter of Credit as herein provided, and any withdrawals there from by City shall not constitute a waiver or estoppel against City and shall not release or relieve Developer from its obligation to install and fully pay for Improvements as required in Paragraph 1 above, and the right of City to withdraw from Cash Deposit shall not affect any rights and remedies of City against Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from

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

8. Upon satisfaction of this Agreement, Developer shall provide the City with its financial institution information including account wire transfer information.
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 _____ 2024.


LENNAR HOMES OF IDAHO, LLC

By Jeff Clemons
Vice President

On this 29th day of October, 2024, before me Jeff Clemons, personally appeared JEFF CLEMONS known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same as the Vice President and on behalf of the LENNAR HOMES OF IDAHO, LLC.

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Notary Public for Idaho
My commission expires on 11-17-28

**RESOLUTION NO. R77-2024
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY HAYDEN HOMES IDAHO, LLC, FOR ASHTON ESTATES SUBDIVISION NO. 7 FOR UNCOMPLETED WORK INCLUDING STREET LIGHTS PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS Ashton Estates Subdivision No. 7 exists as part of an approved preliminary plat; and

WHEREAS construction plans for Ashton Estates Subdivision No. 7 were approved by the Kuna City Engineer on 15 December 2023; and

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

WHEREAS the streetlights have not been completed for Ashton Estates Subdivision No. 7 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the street light completion has been estimated at thirty-one thousand two hundred fifty dollars and zero cents (\$31,250.00) adding 25% for a total of thirty-nine thousand sixty-two dollars and fifty cents (\$39,062.50); and

WHEREAS developer desires to record the final plat for Ashton Estates Subdivision No. 7 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. 7** 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 thirty-nine thousand sixty-two dollars and fifty cents (\$39,062.50);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this _____ day of _____, 2024.

APPROVED BY THE MAYOR of Kuna, Idaho this _____ day of _____, 2024.

Joe L. Stear, Mayor

ATTEST:

Nathan Stanley, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)
[ASHTON ESTATES SUBDIVISION NO. 7]

THIS AGREEMENT is made by and between HAYDEN HOMES IDAHO, LLC, an Idaho limited liability company, (hereinafter "Developer"); whose mailing 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 mailing address is Post Office Box 13, Kuna, Idaho 83634.

WHEREAS, Developer desires to record its final plat for phase four of the development known as Ashton Estates Subdivision No. 7, ("Development") located in the City of Kuna; and

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following:
 - a. Approved Street Light Plan for Ashton Estates Subdivision No. 7 and the associated Bid for street lighting by Southern Idaho Electric, Inc.
2. 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.
3. 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 thirty-nine thousand sixty-two dollars and fifty cents (\$39,062.50), for deposit with City in its accounts (the "Cash Deposit"), which includes:
 - a. The initial City Engineer or Public Works Director's estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the 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.

4. The Developer and City stipulate the amount to be a reasonable estimate, pursuant to Kuna City Code.
5. 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.
6. 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.
7. 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.
8. Non-Release of Developer's Obligations. It is understood and agreed between the parties that the establishment and availability to City of Cash Deposit as herein provided, and any withdrawals there from by City shall not constitute a waiver or estoppel against City and shall not release or relieve Developer from its obligation to install and fully pay for Improvements as required in Paragraph 1 above, and the right of City to withdraw from Cash Deposit shall not affect any rights and remedies of City against Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from

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

9. Upon satisfaction of this Agreement, Developer shall provide the City with its financial institution information including account wire transfer information.
10. 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.
11. 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.
12. 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.
13. Governing Law. This Agreement and the performances hereunder shall be governed by the laws of the State of Idaho.
14. 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.
15. 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.
16. Captions. The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.
17. 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.
18. 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.

- 19. Time of Essence. The parties agree that time is of the essence in the performance of all duties herein.
- 20. 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.
- 21. Amendment. Any amendment or modifications of this Agreement shall be made in writing, signed by the parties, and attached hereto.
- 22. Extension. The Bond Agreement and security for completion of Improvements described in Paragraph 1 may be extended by written modification of this Agreement only.
- 23. 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 1 day of November, 2024.

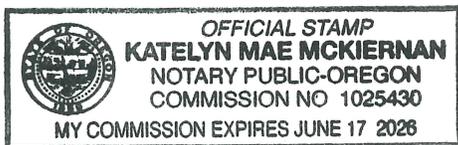
[Signature]
HAYDEN HOMES IDAHO, LLC

By Tim Hix
Finance Director

On this 1 day of November, 2024, before me Katelyn Mckiernan, personally appeared TIM HIX known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same as the Finance Director and on behalf of the HAYDEN HOMES IDAHO, LLC.

S
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A
L

[Signature]
Notary Public for Oregon
My commission expires on June 17, 2026



City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

Attest:

Nathan Stanley, *City Clerk*

STATE OF IDAHO)
 : SS
County of Ada)

**RESOLUTION NO. R78-2024
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY HAYDEN HOMES IDAHO, LLC, FOR ASHTON ESTATES SUBDIVISION NO. 7 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS Ashton Estates Subdivision No. 7 exists as part of an approved preliminary plat; and

WHEREAS construction plans for Ashton Estates Subdivision No. 7 were approved by the Kuna City Engineer on 15 December 2023; and

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

WHEREAS the landscaping has not been completed for Ashton Estates Subdivision No. 7 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the landscape completion has been estimated at seventy-three thousand two hundred eighty dollars and zero cents (\$73,280.00) adding 25% for a total of ninety-one thousand six hundred dollars and zero cents (\$91,600.00); and

WHEREAS developer desires to record the final plat for Ashton Estates Subdivision No. 7 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. 7** 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 twenty-six thousand three hundred ninety-one dollars and seventy-five cents (\$91,600.00);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this _____ day of _____, 2024.

APPROVED BY THE MAYOR of Kuna, Idaho this _____ day of _____, 2024.

Joe L. Stear, Mayor

ATTEST:

Nathan Stanley, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)
[ASHTON ESTATES SUBDIVISION NO. 7]

THIS AGREEMENT is made by and between HAYDEN HOMES IDAHO, LLC, an Idaho limited liability company, (hereinafter “Developer”); whose mailing 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 mailing address is Post Office Box 13, Kuna, Idaho 83634.

WHEREAS, Developer desires to record its final plat for phase four of the development known as Ashton Estates Subdivision No. 7, (“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 Subdivision No. 7 and the associated Bid for landscaping by Franz Witte Landscape Contracting, Inc.
2. 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.
3. 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 ninety-one thousand six hundred dollars and zero cents (\$91,600.00), 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.

4. The Developer and City stipulate the amount to be a reasonable estimate, pursuant to Kuna City Code.
5. 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.
6. 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.
7. 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.
8. Non-Release of Developer's Obligations. It is understood and agreed between the parties that the establishment and availability to City of Cash Deposit as herein provided, and any withdrawals there from by City shall not constitute a waiver or estoppel against City and shall not release or relieve Developer from its obligation to install and fully pay for Improvements as required in Paragraph 1 above, and the right of City to withdraw from Cash Deposit shall not affect any rights and remedies of City against Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from

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

9. Upon satisfaction of this Agreement, Developer shall provide the City with its financial institution information including account wire transfer information.
10. 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.
11. 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.
12. 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.
13. Governing Law. This Agreement and the performances hereunder shall be governed by the laws of the State of Idaho.
14. 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.
15. 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.
16. Captions. The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.
17. 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.
18. 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.

- 19. Time of Essence. The parties agree that time is of the essence in the performance of all duties herein.
- 20. 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.
- 21. Amendment. Any amendment or modifications of this Agreement shall be made in writing, signed by the parties, and attached hereto.
- 22. Extension. The Bond Agreement and security for completion of Improvements described in Paragraph 1 may be extended by written modification of this Agreement only.
- 23. 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 1 day of November, 2024.

[Handwritten signature]

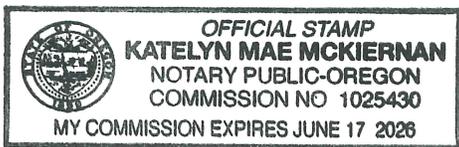
HAYDEN HOMES IDAHO, LLC

By Tim Hix
Finance Director

On this 1 day of November, 2024, before me Katelyn Mckiernan, personally appeared TIM HIX known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same as the Accounting Director and on behalf of the HAYDEN HOMES IDAHO, LLC.

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[Handwritten signature]
Notary Public for Oregon
My commission expires on June 17, 2026



City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

Attest:

Nathan Stanley, *City Clerk*

STATE OF IDAHO)
 : SS
County of Ada)

**RESOLUTION NO. R79-2024
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID VALOR GOLF VILLAS, LLC, FOR GOLF VILLAGES 3 FOR UNCOMPLETED WORK FOR STREET LIGHTS PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS Golf Villages 3 exists as part of an approved preliminary plat; and

WHEREAS construction plans for Golf Villages 3 were approved by the Kuna City Engineer on 26 July 2024; and

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

WHEREAS the street lights has not been completed for Golf Villages 3 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the street light completion has been estimated at twenty-two thousand eight hundred twenty-four dollars and zero cents (\$22,824.00) adding 25% for a total of twenty-eight thousand five hundred thirty dollars and zero cents (\$28,530.00); and

WHEREAS developer desires to record the final plat for Golf Villages 3 prior to completion of construction; and

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

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Kuna City Engineer is hereby authorized to accept a cash bond and/or an irrevocable standby Letter of Credit in lieu of construction for **Golf Villages 3** under the following terms and conditions:

1. All bid amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The amount of the check and face amount of the Letter of Credit is at least twenty-eight thousand five hundred thirty dollars and zero cents (\$28,530.00).
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this ____ day of _____ 2024.

APPROVED BY THE MAYOR of Kuna, Idaho this ____ day of _____ 2024.

Joe L. Stear, Mayor

ATTEST:

Nathan Stanley, City Clerk

**CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)
GOLF VILLAGES NO. 3 SUBDIVISION**

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

WHEREAS, Developer desires to record its final plat for phase one of the development known as Golf Villages No. 3 Subdivision, ("Development") located in the City of Kuna; and

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following:
 - a. Approved Streetlight Plan for Golf Village No.3 Subdivision and the associated Bid for Streetlights by Street Lights LLC, and;

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

2. Cash Deposit. Developer has executed and delivered to City cash or cashier's check to the City's trust account in the aggregate amount of twenty-eight thousand five hundred thirty dollars and zero cents (\$28,530.00) 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.

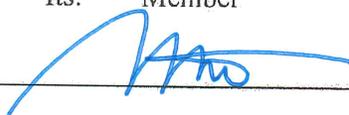
- 18. Time of Essence. The parties agree that time is of the essence in the performance of all duties herein.
- 19. Exhibits. Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. 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 _____, 2024.

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

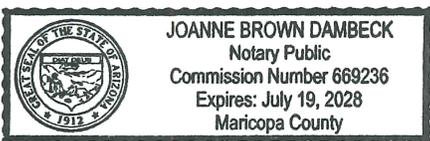
By: M3 Builders, LLC
an Arizona limited liability company
Its: Manager

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



By William I. Brownlee
Manager

On this 4 day of November, 2024, before me Joanne Dambeck, personally appeared WILLIAM I. BROWNLEE known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same as the Manager of the M3 Companies, L.L.C., the limited liability company that is the Member of M3 Builders, L.L.C., the limited liability company that is the Manager of M3 ID Valor Golf Villas, LLC.

(seal) 


Notary Public for Maricopa City, AZ
My commission expires on 7.19.28

City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

Attest:

Nathan Stanley, *City Clerk*

STATE OF IDAHO)
 : SS
County of Ada)

Exhibit A



Street Lights LLC

PROPOSAL

DATE: October 3, 2024

RCE # 51142
 PO Box 6985
 Boise, Idaho 83707
 Mark Peterson
 (208) 870-3220 | streetlightsllc@gmail.com

Project : Golf Villages Subdivision No. 3
 Quote to: M3
 Bid Date: 10/3/24
 Revision Date:
 Date of Plans: 3/1/2024

ITEM	DESCRIPTION	QTY	UNIT	PRICE	AMOUNT
Street Lights					
2	Sleeving or horizontal boring under sidewalks	1	EA	1,200.00	1,200.00
8	25' Standard Street Light - Kuna standard street light black pole with Cooper USSL 52W LED fixture. Provide the required trenching and conduit for 226'. Provide and install necessary wire, junction boxes, and fusing for light poles. Junction boxes are not figured as concrete or driveway rated unless noted otherwise. Includes grounding, electrical permits, and inspections.	4	EA	5,706.00	22,824.00
SUBTOTAL					24,024.00
GRAND TOTAL					24,024.00

NOT INCLUDED IN THIS PROPOSAL:

1. Extra labor or material if rock or water is encountered.
2. Bid does not include any surface restoration. (i.e. landscape, asphalt, ect.)
3. All sleeving under asphalt, concrete, ect. By others.
4. Any Ada County/Highway District right of way fees or Permits
5. Rock excavation if encountered

Notes:

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

ACCEPTED BY: _____ DATE: _____

**RESOLUTION NO. R80-2024
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID VALOR GOLF VILLAS, LLC, FOR GOLF VILLAGES 3 FOR UNCOMPLETED WORK FOR LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS Golf Villages 3 exists as part of an approved preliminary plat; and

WHEREAS construction plans for Golf Villages 3 were approved by the Kuna City Engineer on 26 July 2024 and

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

WHEREAS the landscaping has not been completed for Golf Villages 3 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the landscaping completion has been estimated at seventy-two thousand three hundred eighty-two dollars and fifty-four cents (\$72,382.54) adding 25% for a total of ninety thousand four hundred seventy-eight dollars and eighteen cents (\$90,478.18); and

WHEREAS developer desires to record the final plat for Golf Villages 3 prior to completion of construction; and

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

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Kuna City Engineer is hereby authorized to accept a cash bond and/or an irrevocable standby Letter of Credit in lieu of construction for **Golf Villages 3** under the following terms and conditions:

1. All bid amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The amount of the check and face amount of the Letter of Credit is at least ninety thousand four hundred seventy-eight dollars and eighteen cents (\$90,478.18);
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 _____ 2024.

APPROVED BY THE MAYOR of Kuna, Idaho this ____ day of _____ 2024.

Joe L. Stear, Mayor

ATTEST:

Nathan Stanley, City Clerk

**CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)
GOLF VILLAGES NO. 3 SUBDIVISION**

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

WHEREAS, Developer desires to record its final plat for phase one of the development known as Golf Villages No. 3 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 Golf Villages No. 3 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 ninety thousand four hundred seventy-eight dollars and eighteen cents (\$90,478.18), 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 _____, 2024.

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

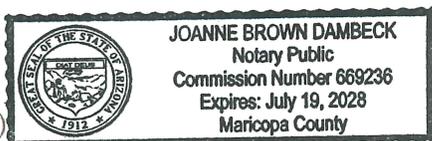
By: M3 Builders, LLC
an Arizona limited liability company
Its: Manager

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



By William I. Brownlee
Manager

On this 4 day of November, 2024, before me Joanne Dambeck, personally appeared WILLIAM I. BROWNLEE known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that they executed the same as the Manager of the M3 Companies, L.L.C., the limited liability company that is the Member of M3 Builders, L.L.C., the limited liability company that is the Manager of M3 ID Valor Golf Villas, LLC.



(seal)

Joanne B. Dambeck
Notary Public for Maricopa County, AZ
My commission expires on 7-19-28

City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

Attest:

Nathan Stanley, *City Clerk*

STATE OF IDAHO)
 : SS
County of Ada)

Exhibit A

Proposal POWER ENTERPRISES 16131 Franklin Road Nampa, ID 83687 Phone (208) 461-4670 Fax (208) 461-4354							
PROPOSAL SUBMITTED TO: Conger			PHONE: Ryan		DATE: 1/15/2024		
STREET:			JOB NAME/LOCATION: Golf Villages Sub. #3				
CITY, STATE and ZIP CODE:			DATE OF PLANS: 3/28/2023 No Revisions				
			ID Bureau of Occupational License #		RCE-616		
			State of ID Public Works License #		040689 - C - 4		
Item	Description	Quantity	Units	Unit Cost	Subtotal		
1	Sprinkler System	1	ls	\$32,397.00	\$32,397.00		
2	Sleeving	1	ls	\$3,575.00	\$3,575.00		
3	Machine/Crew Grading	1	ls	\$2,350.00	\$2,350.00		
4	Sod	13,963	sf	\$0.58	\$8,098.54		
5	Bed Area - Rock Mulch no fabric	42	cy	\$115.00	\$4,830.00		
6	Trees: 2" Deciduous	12	ea	\$465.00	\$5,580.00		
7	Plants: 3 gallon	139	ea	\$58.00	\$8,062.00		
8	Topsoil placement & grading only (topsoil provided by owner)	214	cy	\$35.00	\$7,490.00		
9							
10							
11							
12							
13	Exclusions: Soil amendments, topsoil import, root barrier, signage, concrete, pavers, maintenance, pathways, fencing, site fixtures, structures, and drainage systems.						
14	Notes: 1, Topsoil from onsite stockpiles shall be placed and rough graded to 2/10 by site contractor. 2, No maintenance included. 3, Due to the rapid cost fluctuations we are experiencing, we will need to review this proposal closer to actual installation and adjust accordingly. 4, Cost increases will be added to the contract if landscape is installed after 2024.						
15						Total	\$72,382.54
QUALIFICATIONS							
If additional off-site topsoil is required, cost will be \$65.00 / CY							
Rough Grade within 2/10							
Bond not included, but can be provided upon request at an additional cost to customer							
Plant material warranted 1 year							
Developer/General Contractor/Owner is responsible to specifically mark all property lines prior to irrigation and landscape installation							
No Signage							
Adequate pressure and volume of water to be supplied by Developer/General Contractor/Owner							
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control.				Taml McCallum 208-697-2010 Note: This proposal may be withdrawn by Power if not accepted within 30 days.			
Acceptance of Proposal—The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified.				Signature _____			
Date of Acceptance: _____				Signature _____			

**RESOLUTION NO. R81-2024
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY KUNA, IDAHO APPROVING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF KUNA, IDAHO AND ADA COUNTY, IDAHO; AND THE ADA COUNTY SHERIFF’S OFFICE; AND VALLEY REGIONAL TRANSIT; AND THE CITY OF BOISE; AND THE CITY OF EAGLE; AND THE CITY OF GARDEN CITY; AND THE CITY OF MERIDIAN; AND THE CITY OF STAR; AND THE EAGLE FIRE PROTECTION DISTRICT REGARDING EMERGENCY EVACUATION AND TRANSPORATATION SUPPORT; AND AUTHORIZING THE MAYOR TO SIGN AND EXECUTE THE MEMORANDUM OF UNDERSTANDING; AND AUTHORIZING 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 *“Memorandum of Understanding”* between the City of Kuna, Idaho and Ada County, Idaho; and the Ada County Sheriff’s Office; and Valley Regional Transit; and The City of Boise; and The City of Eagle; and The City of Garden City; and The City of Meridian; and The City of Star; and the Eagle Fire Protection District regarding emergency evacuation and transportation support; in substantially the format attached hereto as **“Exhibit A”** is hereby approved.

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

PASSED BY THE COUNCIL of Kuna, Idaho this 3rd day of December 2024.

APPROVED BY THE MAYOR of Kuna, Idaho this 3rd day of December 2024.

Joe L. Stear, Mayor

ATTEST:

Nathan Stanley, City Clerk

AGREEMENT NO. _____

**MEMORANDUM OF UNDERSTANDING BETWEEN ADA COUNTY,
THE ADA COUNTY SHERIFF’S OFFICE, THE CITIES OF BOISE, EAGLE,
GARDEN CITY, KUNA, MERIDIAN, STAR, EAGLE FIRE PROTECTION DISTRICT,
AND VALLEY REGIONAL TRANSIT FOR
EMERGENCY EVACUATION AND TRANSPORTATION SUPPORT**

This Memorandum of Understanding (“MOU”) is entered into between Ada County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho, the Ada County Sheriff’s Office (“ACSO”), cities of Boise, Eagle, Garden City, Kuna, Meridian, and Star, municipal corporations organized and existing under the laws of the State of Idaho, Eagle Fire Protection District (also conducting its operations under the name and style of “Eagle Fire & Rescue”) which provides fire, rescue, and emergency medical services to the City of Eagle, Ada, Boise, and Gem Counties, and Valley Regional Transit, a regional public transportation authority authorized under Chapter 21, Title 40, Idaho Code (“VRT”) (each, a “Party”; collectively, “Parties”).

WHEREAS, in the event of an emergency situation within Ada County, to include all incorporated cities and unincorporated Ada County, to include all incorporated cities, fire districts, and unincorporated areas of Ada County, the aforementioned entities would like a means to access VRT resources in support of emergency operations, including the efficient and safe evacuation of members of the public or transport of critical response resources; and

WHEREAS, VRT is the regional public transportation authority created to serve Ada and Canyon Counties, pursuant to Chapter 21, Title 40, Idaho Code, and has access to various forms of public transportation including buses and vans; and

WHEREAS, VRT is willing to provide transportation as part of the emergency operations plans maintained at the County and City level;

NOW, THEREFORE, in consideration of the mutual terms and conditions and the recitals set forth herein, the Parties mutually agree as follows:

I. Purpose and Scope.

1. This MOU is being entered into in order to facilitate transportation or sheltering of members of the public, supplies and equipment, first responders, and/or other technical or essential personnel in case of emergency or disaster situations which may occur in or around Ada County. The type and number of buses or vans requested will depend on the size and scope of the emergency or disaster.
2. In the event of an emergency or disaster, VRT and the authority having jurisdiction (which can include Ada County, ACSO, and/or each of the aforementioned incorporated cities) will work together to identify, arrange, mobilize, and coordinate available buses and vans in support of emergency operations, including but not limited to emergency evacuations. VRT shall take direction solely from the incident commander in charge. VRT agrees that once mobilized, buses and vans used to transport members of the public and emergency response personnel will remain committed to the operation, which may include delivery of persons to

alternate locations or facilities where mass care services can be offered or back to their point of origin, situation dependent, until formally released by the incident commander in charge. VRT buses and vans may also be used as temporary shelter for displaced persons or to transport responder personnel across incident response facilities and similarly remain committed to the operation until formally released by the incident commander in charge. Temporary shelter refers to a place providing temporary protection from threats and hazards for individuals displaced by an emergency or disaster; the term “shelter” does not involve the expectation of life-sustaining services. Use of the term “temporary” means that VRT buses will provide shelter for a limited duration and those citizens being sheltered will either be moved to a different location to receive assistance or released as soon as conditions allow, but not to exceed ten (10) days.

II. Duties of VRT.

- 1.** In the event VRT is dispatched to respond to an emergency or disaster, VRT shall be responsible for the following:
 - a.** Upon notice from an incident commander in charge that Ada County, ACSO, or any incorporated city or fire district party to this MOU has deemed it necessary that VRT assets are needed in support of an emergency or disaster, VRT shall endeavor to route buses to the determined location, such as an incident scene as feasible or an evacuation assembly area, in accordance with this Section II. If available, at least one bus being re-routed to support incident response shall be wheelchair accessible with proper safety features. VRT commits the following resources:
 - i.** During the business hours of 0500 and 1900, VRT will have up to two buses re-routed to a designated location, and endeavor to arrive as soon as possible, within 15-60 minutes. This will accommodate approximately 80 persons (more if the persons being transported stand).
 - ii.** VRT can provide additional buses, diverted to the designated location, as they become available from the current service they are providing, as needed. The first bus shall be available for use within 30-60 minutes of the request.
 - iii.** During non-business hours, it could take up to 60 minutes for buses to arrive at the incident site.
 - iv.** The availability and timeliness for each of the aforementioned resources is contingent upon (A) the activation of other memorandums of understanding, such as the agreement between VRT and ACSO for evacuation of the Ada County Jail (ACJ); (B) road and traffic conditions; and (C) availability of VRT drivers.
 - b.** VRT shall disembark all public passengers at their desired route locations as soon as practicable and shall ensure that the only person on any bus, when routed to the location specified by the incident commander or authorized individual in the incident management structure, is the designated driver.

- c. VRT shall instruct all drivers responding to the incident that, once the bus arrives at the specified location to facilitate an evacuation, law enforcement, fire services, and emergency medical officials representing one of the jurisdictions included in this MOU, are in charge of the bus and all persons placed thereon. Drivers shall take no action except as instructed by law enforcement, fire service, or emergency medical officials and shall in no way interfere with any first responder's ability to perform his/her designated duties relative to the care and protection of persons in transport or under shelter.
- d. VRT personnel will participate in an annual seminar developed by Ada County Emergency Management and Community Resilience, local responder agencies, and VRT, which reviews this MOU and directs personnel to other supporting training resources in the Incident Command System.
- e. VRT shall instruct all drivers responding to the incident that, if buses are being used to transport responder personnel or assets, that an authorized first responder (law enforcement, fire services, emergency medical system or other supporting agency designated by incident command) may be placed in charge of the bus and all responders and assets placed thereon. Every effort will be made to ensure VRT personnel are not transporting buses into an area where threat or hazard conditions are unsafe; in those situations where the area of response is deemed unsafe by incident command or a VRT administrator, first responder personnel will operate the VRT buses.
- f. If buses are being used as temporary shelter, responder personnel will supervise the delivery of the vehicle to the incident scene where it will be placed under the supervision of an authorized emergency responder (law enforcement, fire services, emergency medical system or other agency designated by incident command). On-scene first responder personnel, and not VRT, are responsible to coordinate the sheltering and mass care services provided to the bus occupants. Conditions permitting, VRT will retrieve its drivers from the incident scene, and responder personnel will transport the buses back to VRT once formally released by the incident commander in charge.
- g. VRT shall have their drivers take evacuees in buses to the location designated by the incident commander in charge and shall otherwise follow all directions given by authorized emergency services personnel working under the direction of incident command staff. Per the Incident Command System (ICS), it is the responsibility of incident command and responding agencies to ensure chain of command and unity of command. Personnel from VRT will receive direction from a single supervisor in the response structure who ensures all actions reflect incident commander's intent. VRT does not assume liability for decisions made by incident command or directions given to VRT personnel by other personnel working under the direction of incident command staff.

- h.** If VRT does not have drivers available, VRT shall allow first responders from the jurisdictions specified in this response to drive VRT buses if said first responders meet the following requirements:
 - i.** Possess, at a minimum, a valid Class B commercial driver's license with an air brake endorsement and passenger endorsement.
 - ii.** Possess a valid Idaho Department of Transportation medical certificate.
 - iii.** Attended a refresher training, provided at least annually by VRT, to ensure qualified first responders are sufficiently experienced in and familiar with the operation of VRT buses.

III. Duties of Requesting Jurisdiction.

- 1.** The incident commander can initiate the service set forth in Section II above on behalf of any of the requesting jurisdictions referenced in this MOU by calling VRT and getting approval from a VRT administrator or designee.
- 2.** In the event that there is an emergency or disaster requiring the use of VRT assets and VRT is requested to respond to help facilitate the evacuation or shelter of the public, the requesting jurisdiction shall:
 - a.** Notify the individuals listed in Section IV item 7 of the need for transportation. The requesting jurisdictions will provide clear and specific instructions from incident command regarding where buses are to go for pickup and any other pertinent instructions on routes if needed. The requesting jurisdiction shall provide VRT with an approximate number of persons, response personnel, equipment, and or assets to be moved, the intended drop-off location, and the estimated time such buses will be engaged. When buses are to be used as shelters for members of the public, the requesting jurisdiction will specify where buses are to go and the estimated time such buses will be engaged.
 - b.** Be responsible for the safety of the driver and the reasonable protection of the bus and equipment from damage caused by usage. Responder personnel from the requesting jurisdiction are in charge of persons, response personnel, and or assets and shall exercise authority within the scope of their duties.
- 3.** When practical and feasible, Ada County and any of the requesting jurisdictions referenced in this MOU shall periodically include VRT personnel in safety meetings and mock drills, as mutually agreed to by the Parties.
- 4.** Ada County Emergency Management and Community Resilience and local responder agencies, in coordination with VRT, will develop and deliver a yearly seminar for VRT employees which reviews this MOU and directs personnel to other supporting training resources in the Incident Command System.

IV. Additional Terms.

1. **Payment.** The requesting jurisdiction shall pay for the services provided by VRT pursuant to this MOU as follows:
 - a. For buses driven by VRT personnel:
 - i. \$100.00 per hour per bus, plus \$1.50 per mile per bus while bus is deadheading to start and from the end of transportation.
 - b. For buses driven by first responders:
 - i. \$25.00 per hour per bus, plus \$1.50 per mile per bus while bus is deadheading to start and from the end of transportation.

The foregoing amounts shall escalate with compounding increases of 2.5% each time this MOU is renewed as provided in Section IV item 2 below.

2. **Effective Term.** The term of this MOU shall be from the date all parties have signed and continue through September 30, 2024. The term of this MOU shall be renewed automatically for one-year periods thereafter, through September 30, 2030, unless earlier terminated in the manner provided in this MOU. Notwithstanding any automatic renewal(s) of this MOU, this MOU shall expire on September 30, 2030, and shall not be renewed automatically thereafter.
3. **Termination.** VRT may terminate this MOU, with or without cause, upon thirty (30) days written notice to the other Parties in the manner set forth herein. If such notice is mailed as set forth in this MOU, the effective date of such notice shall be three (3) days after the date of mailing. Any Party may terminate its participation in this MOU by providing written notice to the other Parties in the manner set forth herein. Such notice shall be effective upon the date of mailing.
4. **Amendment.** The terms of this MOU may be amended by mutual written agreement executed by all Parties.
5. **Addition of parties to MOU.** Governmental agencies may join this MOU by entering into a written addendum to such effect with VRT. Such written addendum shall provide, *inter alia*, the title of the designee and address to which written notices may be provided to the agency in the manner set forth herein. Upon execution of such addendum by both VRT and the additional participating agency, VRT shall provide written notification of same to all Parties in the manner set forth herein.

6. **Notices.** Notices that are required to be in writing pursuant to this MOU shall be mailed or hand delivered to the respective Parties at the following addresses, or such other addresses as the Parties hereto may, by notice, designate in writing to each other:

Ada County Sheriff's Office:

7200 W. Barrister Dr.
Boise, Idaho 83704
Phone: _____

Ada County Board of County Commissioners:

200 W. Front St.
Boise, ID 83702
Phone: _____

City of Eagle:

P.O. Box 1520 / 660 E. Civic Ln.
Eagle, ID 83616
Phone: _____

City of Kuna:

P.O. Box 13 / 751 W. 4th St.
Kuna, ID 83634
Phone: _____

City of Star:

P.O. Box 130 / 10769 W. State St.
Star, ID 83669
Phone: _____

Valley Regional Transit:

700 NE 2nd St., Ste. 100
Meridian, ID 83642
Phone: _____

City of Boise:

150 N. Capitol Blvd.
Boise, ID 83702
Phone: _____

City of Garden City:

6015 N. Glenwood St.
Garden City, ID 83714
Phone: _____

City of Meridian:

33 E. Broadway Ave.
Meridian, ID 83642
Phone: _____

Eagle Fire Protection District:

1119 E. State St., Ste. 240
Eagle, ID 83616
Phone: _____

7. **Contact Information.** For purposes of facilitating communication and cooperation among the Parties in furtherance of this MOU, the following individuals are designated as points of contact:

Ada County Sheriff's Office:

Phone:

Cell:

Phone:

Cell:

Ada County:

Phone:

Cell:

Phone:

Cell:

City of Eagle:

Phone:

Cell:

Phone:

Cell:

City of Meridian:

Phone:

Cell:

Phone:

Cell:

Eagle Fire Protection District:

Phone:

Cell:

Phone:

Cell:

Valley Regional Transit:

Phone:

Cell:

Phone:

Cell:

City of Boise:

Phone:

Cell:

Phone:

Cell:

City of Garden City:

Phone:

Cell:

Phone:

Cell:

City of Star:

Phone:

Cell:

Phone:

Cell:

City of Kuna:

Phone:

Cell:

Phone:

Cell:

VRT PersonnelLewis Ashbrook OR Gregg Eisenberg

4701 S. Northrup Street

Boise, Idaho 83705

Dispatch Hours: Monday – Friday, 0500–2200; Saturday, 0700–1800

Business Hours Phone: (208) 258-2756 OR (208) 258-2760

After Hours Phone: (986) 837-3127.OR (925) 895-2281

8. Liability.

Each Party to this MOU shall be responsible and liable for the conduct of its representatives, personnel, agents, officers, and employees as required by Idaho Law. Each Party recognizes that regardless of whether or not insurance is procured, or self-insurance is adequately funded, each Party shall meet any third-party liability obligations which may arise out of performance of this MOU. These principles shall apply to and govern the relationship between the Parties pursuant to this MOU, notwithstanding the language of any policy of insurance procured by any Party during the course of performance of the MOU. Notwithstanding anything contained herein to the contrary, the liability of each Party is at all times herein strictly limited and controlled by the provisions of the Idaho Tort Claims Act, as now or hereafter amended, and any other applicable federal or state law. Nothing herein shall be deemed a waiver of any privilege, immunity, protection or defense afforded to political subdivisions of the State of Idaho under the Idaho Constitution, the Idaho Tort Claims Act, Idaho Code § 46-1017, or any other applicable federal or state law. Notwithstanding anything contained herein to the contrary, VRT shall have no liability for decisions made by incident command or directions given to VRT personnel by other personnel working under the direction of incident command staff.

- 9. Insurance.** Each Party shall procure and maintain insurance as required by applicable federal and state law and as may be appropriate and reasonable to cover its staff, equipment, vehicles, and property, including but not limited to liability insurance, workers' compensation, automobile liability, and property damage. Each Party has the right to self-insure all or part of the insurance requirements set forth in this paragraph.
- 10. Compliance with Law.** Each Party shall use its best efforts to ensure that all services, programs, or activities it provides under this MOU will be in accordance with all applicable federal, state, and local statutes, regulations, and requirements, including, but not limited, to the Americans with Disabilities Act.
- 11. Merger and Integration.** This writing embodies the whole agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained in this MOU. All previous and contemporaneous communications, representations, or agreements, either verbal or written, between the Parties are superseded by this MOU.

12. **Choice of Law.** This MOU and its performance shall be construed in accordance with and governed by the laws of the State of Idaho, with venue for any action brought pursuant to this MOU to be in the Fourth Judicial District, State of Idaho.
13. **Performance/Waiver.** The failure of the ACSO, Ada County, and the cities of Boise City, Eagle, Garden City, Kuna, Meridian and Star, Eagle Fire Protection District, and any other parties who may later join, to require strict performance of any term or condition of this MOU or to exercise any option herein conferred in any one or all instances shall not be construed to be a waiver or relinquishment of any such term or condition, but the same shall be and remain in full force and effect, unless such waiver is evidenced by the prior written consent of any of the parties who are signatories to this agreement..
14. **Non-appropriation.** As to Parties to this MOU that are governmental agencies, the validity of this MOU is based upon the availability of public funding under the authority of each agency's respective statutory mandate. Notwithstanding anything in this MOU to the contrary, such agencies' obligations under this MOU to provide payment to VRT shall be subject to and dependent upon appropriations being made by each agency's respective governing board for such purpose.
15. **Successors and Assigns.** This MOU may not be assigned in whole or in part by any of the Parties hereto without the prior express written consent of all of the other Parties. This MOU may not be assigned in whole or in part to any entity that is not a governmental agency.
16. **Third Party Beneficiaries.** Nothing contained herein shall create any relationship, contractual or otherwise, with, or any rights in favor of, any third party. Nothing contained herein shall extend the liability of either party beyond that provided by governing law.
17. **Independent Contractor.** VRT is, and shall perform this MOU as, an independent contractor and, as such, shall have and maintain complete control over all its employees and operations, except as otherwise provided herein. Neither VRT, nor anyone employed by it, shall represent, act, purport to act, or be deemed to be the agent, representative, employee, or servant of the ACSO, Ada County, and other signatories to this MOU. As an independent contractor, VRT shall be solely responsible for payment of wages, all federal and state withholding taxes, liability insurance, and such compensation insurance and such other obligations as are the legal responsibility of an employer.
18. **Signor Authority.** Each individual executing this MOU on behalf of an entity represents and warrants that he or she is duly authorized to execute and deliver this MOU on behalf of said entity in accordance with duly adopted organizational documents or agreements and, if appropriate, a resolution of the entity, and that this MOU is binding upon said entity in accordance with its terms.

IN WITNESS WHEREOF, the parties have hereunto executed this MOU on this _____ day of _____, 2024.

ADA COUNTY COMMISSIONERS

By: _____
Rod Beck, Commissioner

By: _____
Ryan Davidson, Commissioner

By: _____
Thomas Dayley, Commissioner

ATTEST:

Trent Tripple, Ada County Clerk

ADA COUNTY SHERIFF'S OFFICE

By: _____
Matthew Clifford, Ada County Sheriff

Dated: _____

VALLEY REGIONAL TRANSIT

By: _____
Elaine Clegg, Chief Executive Officer

Dated: _____

CITY OF BOISE

By: _____

Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF EAGLE

By: _____

Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF GARDEN CITY

By: _____

Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF KUNA

By: _____

Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF MERIDIAN

By: _____

Mayor

Dated: _____

ATTEST:

City Clerk

CITY OF STAR

By: _____

Mayor

Dated: _____

ATTEST:

City Clerk

EAGLE FIRE PROTECTION DISTRICT

By: _____

Dated: _____



ADA COUNTY
**VICTIM SERVICES
CENTER**

Empowering Victims, Supporting Survivors

Our Mission

Partners collaborating to provide medical and mental health care, legal and financial advocacy, and justice for crime victims and their families.

R

Respect

I

Integrity

SService with
Compassion**E**

Excellence

Our Vision

Ada County Victim Services Center is a safe place where victims and their families are treated with dignity and respect and where they receive comprehensive, compassionate, and healing services.

Since 2006...

Our center is a collaboration of partners with a shared goal of providing the support and resources victims and survivors of interpersonal crime need, when they need it.



Who do we help?

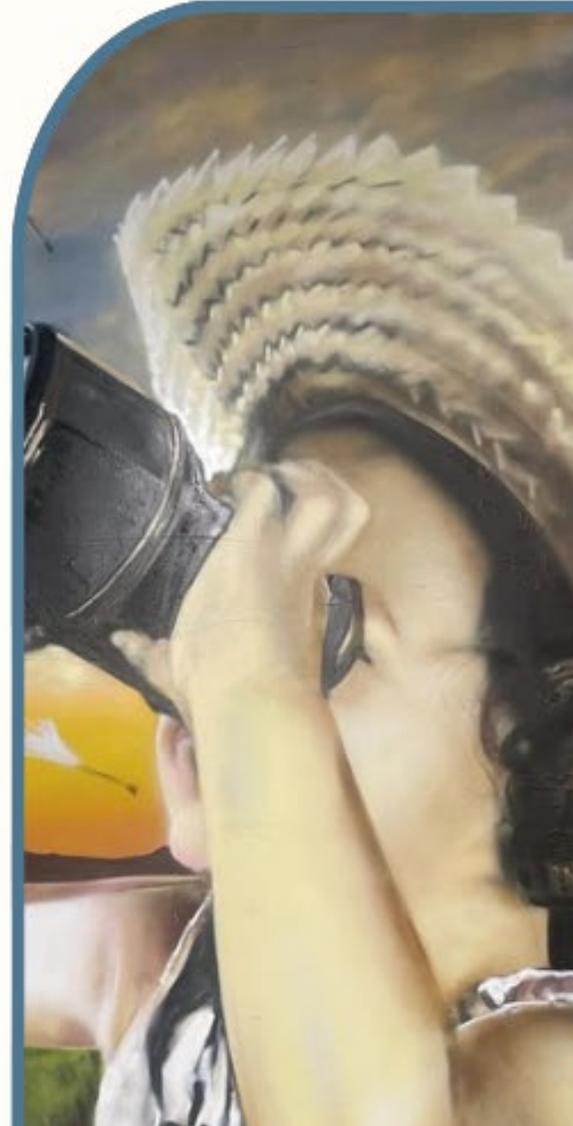
We provide services, supports and resources to survivors of:

- Sexual Assault
- Domestic Violence
- Child Abuse
- Elder Abuse
- Human Trafficking
- Stalking



Our Services

- Medical Forensic Exams
- Law Enforcement Support
- Criminal Case Orientation
- Safety Planning
- Protection Orders
- Case Management
- Crisis Counseling
- Legal Aid Prefiling Workshops
- Basic Necessities Support
- Court Advocacy
- Community Outreach





Additional Resources

We provide tangible resources to victims/survivors on an case by case basis, depending on their needs, including access to:

- Emergency Hotel Stay
- Transportation
- Gas cards
- Grocery cards

Accessing Services

Walk-ins are welcome but may have wait times if partners are unavailable.

To schedule, call (208) 577-4400.

Open 24/7 for medical forensic exams and law enforcement reporting.

You can visit by:

- Walking in for an intake
- Calling to schedule
- Getting a referral from law enforcement, a healthcare provider, or Health and Welfare



Questions?



Ada County Victim Services Center



acvscenter



(Space above reserved for recording)

ORDINANCE 2024-43

CITY OF KUNA, IDAHO

**ORDINANCE AMENDING THE EXTERIOR BOUNDARIES
OF THE KUNA MUNICIPAL IRRIGATION SYSTEM
[TPG AG EHC III (LEN) MULTI STATE 1 LLC. real property]**

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

- **MAKING CERTAIN FINDINGS; and**
- **ENLARGING THE BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM BY THE INCLUSION OF ADA COUNTY ASSESSOR’S TPG AG EHC III (LEN) MULTI STATE 1 LLC; AND**
- **DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; and**
- **DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE AS PROVIDED BY LAW; and**
- **DIRECTING THE CITY ENGINEER TO PROVIDE NOTICE OF THIS ORDINANCE TO THE BOISE~KUNA IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; and**
- **PROVIDING AN EFFECTIVE DATE.**

The City Council findings: The City Council makes the following findings of its authority, purpose and the history of the enactment of this ordinance:

- 1.1 The City of Kuna has established and operates, as authorized by Title 50, Chapter 18, Idaho Code, a municipal irrigation system, known and referred to as *Kuna Municipal Irrigation System* (the “KMIS”); and

- 1.2 Commencing with the establishment of the KMIS and with every additional real property enlarging KMIS, the City Council has passed and enacted an ordinance pursuant to Idaho Code Section 50-1832 describing and enlarging the exterior boundaries of KMIS; and
- 1.3 It is the intention of the City Council to include that certain real property identified by the Ada County Assessor’s office as TPG AG EHC III (LEN) MULTI STATE 1 LLC [legally described in **Exhibit A** attached to this Ordinance and by this reference incorporated herein] (the “SUBJECT REAL PROPERTIES”) within the boundaries of KMIS and which SUBJECT REAL PROPERTIES are depicted on the attached **Exhibit B** Location Map; and
- 1.4 It is therefore necessary as required by Idaho Code Section 50-1832 to approve and enact this Ordinance in order to include the Subject Real Properties within the boundaries of KMIS.

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

Section 1: The boundaries of the Kuna Municipal Irrigation System are enlarged by the inclusion of the SUBJECT REAL PROPERTIES and the boundaries thereof are adjusted accordingly, said SUBJECT REAL PROPERTY being described as follows in **Exhibit A** attached hereto this Ordinance.

Section 2: Declaring the water rights appurtenant thereto are hereby pooled for delivery purposes.

Section 3: The City Clerk is hereby directed to record, in the office of the recorder for Ada County, a certified copy of this ordinance as required by Section 50-1832, Idaho Code.

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to Boise~Kuna Irrigation District, the owner of the SUBJECT REAL PROPERTIES and to update the official City map of the exterior boundaries of KMIS.

Section 5: Effective Date: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

DATED this 3rd day of December 2024.

ATTEST:

CITY OF KUNA, Ada County, Idaho

Joe L. Stear, Mayor

Nathan Stanley, City Clerk

EXHIBIT A**LEGAL DESCRIPTION FOR WATER RIGHTS ON
TPG AG EHC III (LEN) MULTI STATE 1 LLC
EWING MEADOWS SUBDIVISION NO. 1**

KNOW ALL MEN/WOMEN BY THESE PRESENTS: THAT THE UNDERSIGNED IS THE OWNER OF THE REAL PROPERTY HEREAFTER DESCRIBED.

A PARCEL OF LAND SITUATED IN A PORTION OF THE NORTHEAST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15, TOWNSHIP 2 NORTH, RANGE 1 WEST, B.M., CITY OF KUNA, ADA COUNTY, IDAHO AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A FOUND ALUMINUM CAP MARKING THE NORTH 1/4 CORNER OF SAID SECTION 15, WHICH BEARS S89°41'06"E A DISTANCE OF 2,647.02 FEET FROM A FOUND BRASS CAP MARKING THE NORTHWEST CORNER OF SAID SECTION 15;
THENCE FOLLOWING THE EASTERLY LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, S00°25'19"W A DISTANCE OF 1,241.58 FEET;
THENCE LEAVING SAID EASTERLY LINE, N89°34'41"W A DISTANCE OF 57.00 FEET;
THENCE N00°25'19"E A DISTANCE OF 38.02 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF TEED LATERAL;
THENCE FOLLOWING SAID SOUTHERLY RIGHT-OF-WAY LINE THE FOLLOWING FOUR (4) COURSES:

1. N55°52'28"W A DISTANCE OF 190.87 FEET;
2. N55°10'06"W A DISTANCE OF 817.08 FEET;
3. 59.81 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 125.00 FEET, A DELTA ANGLE OF 27°25'00", A CHORD BEARING OF N41°27'36"W, AND A CHORD DISTANCE OF 59.24 FEET;
4. N27°45'06"W A DISTANCE OF 31.41 FEET;

THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE, S33°46'36"W A DISTANCE OF 148.10 FEET;
THENCE 27.65 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 95.00 FEET, A DELTA ANGLE OF 16°40'28", A CHORD BEARING OF N81°20'52"W, AND A CHORD DISTANCE OF 27.55 FEET;
THENCE N89°41'06"W A DISTANCE OF 96.02 FEET;
THENCE 31.42 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 20.00 FEET, A DELTA ANGLE OF 90°00'00", A CHORD BEARING OF N44°41'06"W, AND A CHORD DISTANCE OF 28.28 FEET;
THENCE N00°18'54"E A DISTANCE OF 18.96 FEET;
THENCE N89°41'06"W A DISTANCE OF 155.02 FEET TO THE BOUNDARY LINE OF ARROYO VISTA SUBDIVISION NO. 1 (BOOK 127 OF PLATS, PAGES 20565 - 20570, RECORDS OF ADA COUNTY, IDAHO);
THENCE FOLLOWING SAID SUBDIVISION BOUNDARY LINE, N00°28'24"E A DISTANCE OF 642.95 FEET TO A FOUND 5/8-INCH REBAR MARKING THE NORTHEAST CORNER OF SAID ARROYO VISTA SUBDIVISION NO. 1 AND THE WEST 1/16 CORNER OF SECTIONS 10 AND 15;
THENCE LEAVING SAID SUBDIVISION BOUNDARY LINE AND FOLLOWING THE NORTHERLY LINE OF SAID NORTHEAST 1/4 OF THE NORTHWEST 1/4, S89°41'06"E A DISTANCE OF 1,323.51 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 25.664 ACRES, MORE OR LESS.

