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
AMENDED
Tuesday, September 16, 2025

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

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

*Adding Business Item 7. C. Kuna WWTP – Civil Case - Consent Judgment.

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 September 02, 2025

B. Accounts Payable Dated September 10, 2025, in the amount of $1,483,351.44

C. Alcohol License

1. Maverik #779

D. Final Plats

1. Case No. 25-15-FP (Final Plat) Madrone Heights Subdivision #4
2. Case No. 25-17-FP (Final Plat) Paloma Ridge No. 1, modifying two (2) total lots.

E. Resolutions

1. Resolution R67-2025

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

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO SIGN; AND AUTHORIZING THE MAYOR TO EXECUTE THE ANIMAL WELFFARE AND ENFORCEMENT AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

2. Resolution R68-2025

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE ADA COUNTY PROSECUTING ATTORNEY TO PROVIDE PROSECUTORIAL SERVICES FOR CITY MISDEMEANORS FOR THE FISCAL YEAR 2025-2026.

3. Resolution R69-2025

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO SIGN; AND AUTHORIZING THE MAYOR TO EXECUTE THE JOINT POWERS AGREEMENT BETWEEN THE ADA COUNTY SHERIFF'S OFFICE AND THE CITY OF KUNA RELATING TO LAW ENFORCEMENT SERVICES FOR FISCAL YEAR 2026 AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

4. Resolution R70-2025

A RESOLUTION OF THE CITY COUNCIL OF THE CITY KUNA, IDAHO AUTHORIZING THE MAYOR TO SIGN THE RENEWED AND AMENDED JOINT POWERS AGREEMENT BETWEEN THE CITY OF KUNA, IDAHO ("KUNA") AND ADA COUNTY, IDAHO ("ADA COUNTY"); AND ADA COUNTY HIGHWAY DISTRICT ("ACHD"); AND THE CITY OF BOISE ("BOISE"); AND THE CITY OF EAGLE ("EAGLE"); AND THE CITY OF GARDEN CITY ("GARDEN CITY"); AND THE CITY OF MERIDIAN ("MERIDIAN"); AND THE CITY OF STAR ("STAR") REGARDING DISASTER PREPAREDNESS, COORDINATION, RESPONSE, AND RECOVERY; AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDED EMERGENCY JOINT POWERS AGREEMENT; AND AUTHORIZING THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

5. Resolution R73-2025

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO:

- MAKING CERTAIN FINDINGS OF AUTHORITY AND PURPOSE; AND
- ESTABLISHING THE KUNA MUNICIPAL IRRIGATION SYSTEM POLICIES WHICH INCLUDE:
- ESTABLISHING THE KUNA MUNICIPAL IRRIGATION SYSTEM CONNECTION, SERVICE, AND IRRIGATION SUPPLY FEES POLICY; AND

- ESTABLISHING THE KUNA MUNICIPAL IRRIGATION SYSTEM UNIFORM IRRIGATION WATER SUPPLY ASSESSMENT METHOD POLICY; AND
- ESTABLISHING THE KUNA MUNICIPAL IRRIGATION SYSTEM CUSTOMER BILLING AND PAYMENT POLICY; AND
- ESTABLISHING THE KUNA MUNICIPAL IRRIGATION SYSTEM CUSTOMER SERVICE CHARGES POLICY; AND
- ESTABLISHING THE KUNA MUNICIPAL IRRIGATION SYSTEM LOT AND PARCEL WATER ALLOTMENT POLICY; AND
- ESTABLISHING THE KUNA MUNICIPAL IRRIGATION SYSTEM IRRIGATION WATER USE AND ENFORCEMENT POLICY; AND
- REPEALING PRIOR CITY AND/OR KUNA MUNICIPAL IRRIGATION SYSTEM RESOLUTIONS R68-2024; AND
- PROVIDING A SEVERABILITY CLAUSE; AND
- PROVIDING AN EFFECTIVE DATE.

6. Resolution R74-2025

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE COST OF LIVING INCREASE OF TWO AND FORTY-ONE ONE HUNDRETH PERCENT (2.41%) FOR ALL FULL-TIME CITY EMPLOYEES; ADOPTING THE FISCAL YEAR 2025 STEP AND GRADE CHART FOR ALL FULL-TIME EMPLOYEES AS ATTACHED HERETO AS EXHIBIT A; AND DECLARING THE EFFECTIVE DATE.

4. Public Comment

5. External Reports / Proclamations

A. Constitution Week Proclamation.

6. Public Hearings:

Public Hearing Process: Items begin with the presentation of the project by staff for up to 15 minutes. The applicant is then allowed 10 minutes to present their project. Members of the public are allowed up to 3 minutes each, to address City Council with testimony restricted to the matter at hand. After all public testimony, the applicant is allowed 5 minutes for rebuttal.
City Council members may ask questions throughout the public hearing process.
Once the public hearing is closed, no further testimony or comments are heard.
City Council may move to continue the application to a future meeting or approve or deny the application.

A. Case Nos. 22-07-ZC & 22-15-S for Gallica Heights Subdivision. Applicant requests approval to Rezone approx. 132.5 acres from Agriculture (AG) to the R-4, R-6 & C-1

zones. Applicant also requests Preliminary Plat approval in order to subdivide the lands into 514 Residential Lots, 103 Common Lots, 20 Common Driveways, 1 Commercial Lot, 1 City Park Lot and 1 School Lot. The site is located within Section 10, Township 2 North, Range 1 West, APNs: S1310223100, S1310233700, and S1310233610. Troy Behunin, Senior Planner. ACTION ITEM

Open Public Hearing
Receive evidence
Consideration to close evidence presentation and proceed to deliberation

7. Business Items:

A. Intergovernmental and Joint Powers Agreements with Ada County (R71-2025) and Ada County EMS (R72-2025) regarding CIPs. Nathan Stanley, City Clerk. ACTION ITEM

B. Contingency request to reallocate funds from FY25 to FY26 to continue construction for the restrooms and parking lot lighting at the Fitz Roy Park. Morgan Webb, Deputy Parks and Facilities Director. ACTION ITEM

C. Kuna WWTP – Civil Case – Consent Judgment. Marc Bybee, City Attorney. ACTION ITEM

8. Ordinances:

A. Second reading of Ordinance 2025-31 Idaho Power Franchise Agreement

AN ORDINANCE IN ACCORDANCE WITH IDAHO CODE 50-328, 50-329 AND 50-329A GRANTING A FRANCHISE TO IDAHO POWER COMPANY, A CORPORATION, AND TO ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, MAINTAIN AND OPERATE IN AND UPON THE PRESENT AND FUTURE STREETS, HIGHWAYS AND OTHER PUBLIC PLACES WITHIN THE CORPORATE LIMITS OF THE CITY OF KUNA, IDAHO, ELECTRIC UTILITY PROPERTY AND FACILITIES FOR SUPPLYING ELECTRICITY AND ELECTRIC SERVICE TO THE CITY, THE INHABITANTS THEREOF, AND OTHERS FOR A TERM OF 10 YEARS, INCLUDING THE NONEXCLUSIVE RIGHT TO PHYSICALLY LOCATE AND MAINTAIN TELEPHONE, CABLE, FIBER OPTICS OR OTHER COMMUNICATIONS FACILITIES; SETTING FORTH AN AGREEMENT NOT TO COMPETE, RESERVING POWER OF EMINENT DOMAIN; PROVIDING FOR THE PAYMENT OF FRANCHISE FEES; AND SPECIFYING OTHER LIMITATIONS, TERMS AND CONDITIONS GOVERNING THE EXERCISE OF SAID FRANCHISE.

9. Executive Session:

10. Mayor/Council Announcements:

11. Adjournment:

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
MINUTES
Tuesday, September 02, 2025

6:00 P.M. REGULAR CITY COUNCIL

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

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

1. Call to Order and Roll Call

(Timestamp 00:00:11)

COUNCIL MEMBERS PRESENT:
Mayor Joe Stear - 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, Planning & Zoning Director
Troy Behunin, Senior Planner
Marina Lundy, Planner
Michelle Covert, Economic Development Administrator
Morgan Webb, Deputy Parks Director
Nancy Stauffer, Human Resources Director
Nathan Stanley, City Clerk

Mayor Stear Okay. All right, we will go ahead and call this meeting to order at 6:00 P.M. 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.

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 Yes.

City Clerk Nathan Stanley Mayor Stear.

Mayor Stear Here.

2. Pledge of Allegiance: Mayor Stear

(Timestamp 00:01:04)

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.

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 00:01:24)

A. Regular City Council Meeting Minutes Dated August 19, 2025

B. Accounts Payable Dated August 27, 2025, in the amount of $3,055,430.44

C. Decision and Reason Statements

1. Case No. 25-02-CPF Valor Social Club Combo Plat.

D. Final Plats

1. Case No. 25-12-FP (Final Plat) Patagonia East No. 2

E. Resolutions

1. Resolution R60-2025

A RESOLUTION AMENDING PORTIONS OF RESOLUTION R53-2024 THAT: SETS FORTH THE AUTHORITY FOR ADOPTING WATER CONNECTION FEES AND MONTHLY WATER SERVICE RATES; ESTABLISHES FEES FOR CONNECTING TO THE WATER SYSTEM; ESTABLISHES WATER USE FEES THAT ARE NOW AMENDED WITH WATER RATE CHANGES FOR ALL CUSTOMERS; PROVIDES FOR

MISCELLANEOUS WATER CUSTOMER SERVICE POLICIES; SETS FORTH MINIMUM LINE SIZES; REPEALS FEES ESTABLISHED BY EARLIER RESOLUTIONS; AND SETS AN EFFECTIVE DATE.

2. Resolution R61-2025

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A NEW FEE SCHEDULE FOR TRASH COLLECTION SERVICES THAT REFLECTS A RATE INCREASE OF 3.00% FOR EACH SERVICE RELATED TO THE CITY'S COLLECTION, HAULING, AND REMOVAL OF SOLID WASTE WITH ITS CONTRACTOR J&M SANITATION, WITH AN EFFECTIVE DATE OF OCTOBER 1, 2025.

3. Resolution R62-2025

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO SETTING FORTH FINDINGS; ESTABLISHING THE SEWER SERVICE RATE STRUCTURE; ESTABLISHING TYPES OF SEWER FEES; ESTABLISHING FEE TYPE FOR THE INDUSTRIAL FACILITY; PROVIDING FOR MISCELLANEOUS SEWER CUSTOMER SERVICE POLICIES; PROVIDING FOR RE-EVALUATION AND ADJUSTMENT OF SAID FEES; AND PROVIDING AN EFFECTIVE DATE.

4. Resolution R63-2025

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO SETTING FORTH FINDINGS; ESTABLISHING THE WATER SERVICE RATE STRUCTURE; ESTABLISHING TYPES OF WATER USE FEES; ESTABLISHING FEE TYPE FOR THE INDUSTRIAL FACILITY; PROVIDING FOR MISCELLANEOUS WATER CUSTOMER SERVICE POLICIES; SETTING FORTH MINIMUM LINE SIZES; PROVIDING FOR RE-EVALUATION AND ADJUSTMENT OF SAID FEES; AND PROVIDING AN EFFECTIVE DATE.

5. Resolution R64-2025

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO SETTING FORTH FINDINGS; AND SUPERSEEDING, AMENDING, AND REFORMING CITY COUNCIL RESOLUTION R22-2025; AND ESTABLISHING FEES FOR CONNECTING TO SANITARY SEWER SYSTEM; AND ESTABLISHING MONTHLY SEWER USE FEES; AND ESTABLISHING MINIMUM SEWER LINE SIZES; AND ESTABLISHING OTHER CHARGES; AND ESTABLISHING AN EFFECTIVE DATE.

6. Resolution R65-2025

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE *"SERVICES AGREEMENT"* WITH CRIME STOPPERS OF SOUTHWEST IDAHO, AN IDAHO NON-PROFIT CORPORATION. AUTHORIZING THE

MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

(Timestamp 00:01:24)

Mayor Stear First item is the consent agenda. Questions, comments, anything you want pulled for discussion?

Council President Bruce I move we approve the consent agenda as published.

Council Member McPherson Second.

Mayor Stear Motion is made and seconded. 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 00:01:33)
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 McPherson, Biggs, Laraway, Bruce
Members Voting Nay: None
Members Absent: None
Via: Roll Call Vote
4-0-0

4. Public Comment

(Timestamp 00:01:52)

Mayor Stear That takes us to public comments. I had Michael Rocco sign in. Is there anybody else who wishes to address the council that didn't get a chance to sign in? All right, thank you.

Michael Rocco Thank you, Mayor, City Council. I see on the agenda that there's going to be a request for $50,000…

City Clerk Nathan Stanley Mr. Rocco, can you say your name and address? Thank you.

Michael Rocco 1286 East Fort Erie Street in Kuna, Idaho, 83634. About the $50,000 request for a new motorcycle for the police. And so, I have some questions for the City Council. One, can the City explain whether insurance has been applied towards the damaged police motorcycle? And if so, how much of the replacement cost insurance will cover versus what will come from City funds? Since the City contracts with the Ada County Sheriff's Office for policing services, why is the City of Kuna responsible for the full motorcycle replacement rather than the Sheriff's Office? What was the purchase price of the Harley-Davidson Electro Glide motorcycle bought in 2023, and how does that compare with the current $50,000 replacement request? Can Council provide a breakdown of what makes up the $50,000 replacement cost? For example, the base motorcycle, police equipment, outfitting, technology, decals, and administrative costs. Does the City have a policy for how police vehicles, including motorcycles, are insured, depreciated, and replaced? And is there a reserve fund for these type of losses? And will the City review whether it's more cost effective to purchase or lease future motorcycles or to insure them differently to limit unexpected costs like this in the future? Thank you.

Mayor Stear Well, I can go ahead and answer a little bit of that while you're there. So, the funding for these motorcycles came from a SAFER grant. And in order to keep that SAFER grant, it had to be something that we could keep, we had to make it continue, right? So, the city bought the motorcycles. They had to be American-made motorcycles, which is why we bought Harley-Davidson. In this case, we're asking for the contingency request because the amount of time it takes to get the motorcycle. They are insured and we will get insurance for that. So, we don't know exactly what that money looks like yet, but once we get it, it'll come out of the that will reduce that amount and go back into the general fund for that.

Michael Rocco So, the $50,000 is a contingency request then, but you don't you're not anticipating using?

Mayor Stear That's simply to get the motorcycle coming because we need to get that ordered or it'll be way longer to get it here.

Michael Rocco Sure, got it. Thanks for answering that.

City Clerk Nathan Stanley And Mayor, if I may, we are going to expand on that more on that item when it comes up.

Mayor Stear Yeah. Okay, and that was all I had signed up for that. Is there anybody else who wants to talk to Council? Okay, 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.
City Council members may ask questions throughout the public hearing process.
Once the public hearing is closed, no further testimony or comments are heard.
City Council may move to continue the application to a future meeting or approve or deny the application.
(Timestamp 00:05:24)

A. Case No. 25-01-ZC Wanner Bucker / City of Kuna Rezone – Applicant requests rezone approval for the three parcels located a 700 N Meridian Road, which are approx. 75.86 acres currently zoned A (Agriculture) to a proposed zone of C-2 (Area Commercial). Marina Lundy, Planner, Development Services. ACTION ITEM

Open Public Hearing
Receive evidence
Consideration to close evidence presentation and proceed to deliberation
(Timestamp 00:05:24)

Mayor Stear All right, that takes us to case #25-01-ZC, Wanner Buckner / City of Kuna Rezone, and that's going to be Marina Lundy.

Planner Marina Lundy Good evening, Mr. Mayor, and Members of the Council. For the record, Marina Lundy, Planner, Kuna Development Services Department. The application before you this evening requests rezone approval for three parcels located at 700 North Meridian Road, which are approximately 75.86 acres currently zoned agriculture. The site is located at the intersection of Meridian Road and Meadowview Road. The site plan available within the application materials is purely conceptual and subject to change. If the rezone is approved, the applicant must return in the future for further land use approvals. Staff has reviewed the proposed rezone application for compliance with Kuna City Code, Idaho Statutes, and the Kuna Comprehensive Plan. And should the Council approve the application, staff recommends the applicant be subject to the proposed recommended conditions as outlined in the staff report. I'll be here for any questions you have about the application, and Jess with Economic Development is here tonight as the project representative.

Mayor Stear Okay, thank you. Did Anybody have any questions for Marina at this point? Okay. Jessica.

Economic & Community Development Specialist Jessica Hall Good evening, Mayor, and Council. For the record, Jessica Hall, Economic and Development Services Specialist, 751 West 4th Street, Kuna. So, tonight before you is a rezone application of three parcels to the C-2 zone which meets the future land use map that was recently adopted after our ad hoc committee. This application is strictly for the rezone. No partnerships have been entered into at this time and any future subdivision or design review applications would proceed through the required application and noticing processes. I can answer any questions you may have.

Mayor Stear Okay. Questions for Jessica?

Council President Bruce Go ahead.

Council Member Biggs Jessica, so when you say no partnerships, this is the first time I'm formally seeing this. I've read about it in Boise Dev, where it gives you the implication that there is a partnership. So, I guess that's, I don't know, I might expand on that in a second. But, specifically on page 141, the conceptual design is a little blurry. I can kind of make out the baseball fields, but I can't make out what the rest of it's supposed to be. I'd be curious to see

what that is. There are a lot of people with opinions on this because I've seen this all-over social media, but nobody's approached me specifically about anything, so I can't really answer any questions. But I am curious if we can go over that conceptual design. And again, when you mentioned partnerships, you're making the presentation. So, me being simple, I would think that there is something behind it. So… So, baseball fields, it makes sense. Softball, I guess. The upper left, all on that other side, and I obviously can see what parking is. So, what are those others? And then the upper right, that big complex, it's all blurry.

Economic & Community Development Specialist Jessica Hall Okay, Councilmember Biggs. So, the applicant in his conceptual plan had represented a possibility of six baseball fields that could also be realigned for field hockey, soccer, things of that nature. They could also be reduced to offer for T-ball. On the far-right hand side is proposed RV parking strictly for those coming to attend any kind of tournament event that might be going on. The large building on the upper right-hand side, that is a proposed indoor-outdoor facility that would boast an indoor family area with possible bowling lanes a family fun center. It would have space for a physical therapist. It could have a bar and grill involved. It would have in the basketball courts that could be converted to volleyball courts. The applicant has gotten feedback from the community about possibly adding ice, an ice rink to it in the future, possibly adding a pool to it in the future. And then everything on the left-hand side that goes from south to north, is commercial. There is anything that's allowed in a C-2 could go there if the user meets the requirements of the city. They have in there showing maybe a gas station, maybe a hotel, maybe some restaurants, maybe some retail. That's just kind of throwing an idea out there of what fits in a C-2 zone.

Council Member Biggs And so there will be no influence on Kuna City Parks will be what will not be part of this?

Economic & Community Development Specialist Jessica Hall No, they will not be.

Council Member Biggs No management?

Economic & Community Development Specialist Jessica Hall No, that will be completely self-sufficient facility. They've talked with the KY SBA about making sure that they have a schedule for all their teams to see if they can make it to where there's a field available at all times. It's in the very beginning concept plan. In regards to a partnership, the original applicant, David with Tru Gritt Sports, he misquoted information. He has since been set straight. And the fact that until there is a contract that has been reviewed by our Attorney and reviewed by council and approved, there is no partnership whatsoever.

Council Member Biggs Thank you. Yeah, I guess I'm not going to comment further on the conceptual design because it is all, because there's things I also kind of would wonder about that would be in there, but we're not even close to that stage yet. So, I won't believe when you do that.

Council President Bruce I have a question.

Mayor Stear Yes, Council Member Bruce.

Council President Bruce It seems like we're kind of putting the cart before the horse. We should probably figure out what we want to do with that land as a city, whether we want to do a partnership or we want to sell it or something, but doesn't that seem like this is a little premature for what we would do, but rezoning it prior to having some type of agreement in place?

Economic & Community Development Specialist Jessica Hall Council Member Bruce, we have not put an agreement in place per direction of our Attorney, because at the time and currently, at this time, the applicant is looking for funds for sponsorships to actually construct the facility. So, until there's something that could be put there, we didn't want to enter into a partnership or a contract. Now with the property, Kuna's City Parcel, *excuse me,* split these two parcels in half. So, for them to fit even this concept, all three of those parcels would have to be joined together to fit that. So in conversation because the ground has not been developed, there's been multiple ideas

thrown around in the past, but because the parcel hasn't been developed or used and this was something that would support our community and our youth, we decided that we would go ahead and enter into a rezone application, especially because if it is rezoned to a C-2, regardless if this is built or not, that would meet our future land use map and make it available for additional commercial come forward.

Council President Bruce And who agreed upon going into this application? Who was it when you say we agreed.

Economic & Community Development Specialist Jessica Hall It's True Gritt Youth Sports and the City of Kuna.

Council President Bruce So, someone from the city agreed to have it rezoned?

Economic & Community Development Specialist Jessica Hall Correct.

Council Member Laraway Question.

Mayor Stear Yes.

Council Member Laraway How long is this marriage?

Economic & Community Development Specialist Jessica Hall *How long is this marriage?*

Council Member Laraway How long is this partnership? Because we're not giving up the land.

Economic & Community Development Specialist Jessica Hall No, sir. So again, there is no partnership at this time. Our marriage, as you are explaining it, would end once a subdivision plat was submitted, because that would change the boundaries of our parcel. So, we're not giving up the land. We would still maintain ownership, and that is something that would come into a agreement later, what that would look like, you know.

Council Member Laraway But, are we talking five years.

Economic & Community Development Specialist Jessica Hall I could not tell you until the gentleman has his funding in place.

Mayor Stear Marc, yes.

City Attorney Marc Bybee *If I might,* Marc Bybee, the City Attorney. So, I just wanted to weigh on this a little bit. As far as the rezone coming now, I shared some of the questions that you guys have with Jessica about, you know, kind of the cart before the horse, Councilman Bruce, I had a similar question. My understanding talking with Jessica is part of it is he's to essentially get his funding, He's needing to show a ready lot or ready zoning designation, essentially like without this, it's difficult to raise the funding. And so that was kind of that was part of the motivation is why the count or the city was willing to tolerate consideration of a rezone before a full-fledged agreements in place or even really any agreements in place because it's for him to be able to see the other applicant be able to see basically can I generate the funding to make this a reality and having the zoning designation is something that from what was reported to me apparently helps in that endeavor. Now I do, I will say, I share the same concerns and I'm okay being on record for this that what my main major question is, what is the city getting from this agreement? You know, so if we, if the city were to give the 20 acres, what is the city going to receive in return? Okay, the sports complex may be developed, but it's a complete private ownership as a private enterprise. It's a private revenue. Is there some use guarantee for the city? There's a lot of these types of questions that before a plat proposal would come forward that I would be pushing on staff as these have to be answered. There has to be something formalized because I will agree this is a very cool concept for the city. It has a lot of potential, but there are a lot of unanswered questions. And so, if the rezone were to go forward, it's my understanding helps with this revenue generation component that the applicant is trying to accomplish that totally his side to attempt to accomplish, but the agreement a lot needs to be sorted out because it's just an idea right now.

Council President Bruce And if I may.

Mayor Stear Yes.

Council President Bruce Yeah, but an…our of legislative authority really is that annexation and rezone, so once we've kind of rezoned it to that in our private prior to, you discussions on land use before once we rezone it we're kind of we're kind of handcuffed once they have an agreement in place right, or?

City Attorney Marc Bybee It's a fair question uh councilman Bruce the difference here is this is your land um the city owns this it's not just City within the jurisdiction that's owned by somebody else. The city owns it. And so, they don't have our approval or consent to go forward the any kind of plating application so if they attempted to you know okay, we're saying we'll entertain a rezone of our land right now. But if you want to come forward later with a plat application, it's our land still, and it's not going to go forward without our consent to that plat application. And so, it is unique in that aspect that the city owns this land. It's not somebody else's. It is the city land. There are other parcels that are not the city land. Right? And so those line, and I are we are those part of this application just or just the city parcel?

Economic & Community Development Specialist Jessica Hall It's all three. It's the two Warner Buckner and then the city of Duna.

City Attorney Marc Bybee Okay. And so the city parcel, that's the one that they're absolutely going to have to get our consent to pursue any type of subdivision application because it's ours.

Council Member Biggs Have there been any overtures from Warner Buckner trying to buy this, buy this from the city?

Economic & Community Development Specialist Jessica Hall Not that I'm aware of Councilmember Biggs.

[Brief Silence]

Mayor Stear Is the applicant here to present?

Economic & Community Development Specialist Jessica Hall David is here.

Mayor Stear Did he want to present?

Economic & Community Development Specialist Jessica Hall Would you have anything to add?

[Inaudible, from audience]

Economic & Community Development Specialist Jessica Hall *Come on down. State your name and address for the record, please.*

David McMenomey My name is David McMenemy. My address is 880 East Stormy Drive, Meridian, Idaho.

Mayor Stear Okay. Anybody have questions for David?

Council Member Biggs I will just, I'll ask, expand on what Marc was talking about. Are there, let's say this does go through… Kuna Optimist Football, Kuna Youth Baseball, Basketball, those leagues, or are we going to have to, are they going to have to rent the facilities from you?

David McMenomey There'll be some sort of rental fee, yes. This is set up as a nonprofit. It will need to be self-sustaining as a nonprofit. We do have plans to, you know, have a separate company that owns pieces of the front development that would then feed back into the nonprofit to help it in any down years and hopefully that would offset a lot of these fees so we don't have to charge very high fees for the field rentals. We are totally open to

entertaining an agreement with the city where you know you guys provide the land on a long-term lease in exchange for usage rights for the various clubs and organizations and teams that you guys have here. So, we're very open to that.

Council Member Biggs Okay, I guess that was my concern.

David McMenomey Sure.

Council Member Biggs Because I didn't want if the city was going to do this for our kids and then also have to pay extra that would have been interesting.

Council President Bruce Well, have you discussed with any of your revenue streams just purchasing the land? Is that? I just struggle with government being in business with things, right? Because if it doesn't work out and then down the road, the taxpayer is going to be on the hook for anything that's still on that land. Have you thought about just purchasing that parcel of land rather than having some type of agreement with the city?

David McMenomey I have not, but if there was a proposed price for them, we would consider that if that would make everything simpler. I'm a simple guy. I would love to be simple.

Council President Bruce I just, you see my concerns though, right? It's just down the road if something where if it didn't bring in the income that we thought and then the taxpayer would be on the hook to manage it.

David McMenomey Sure.

Council President Bruce I appreciate the input, thank you.

David McMenomey Absolutely.

Mayor Stear And they have wanted to meet with me, but because this was coming to a public hearing, I chose not to do that. So, we're at a little disadvantaged because I don't know really beyond what you know as far as the concept and their ideas and that type of thing.

Council President Bruce I've seen these. My kids play in tournaments all over the country with these, so I've seen them before, I think they can benefit the community. They have their ups and downs, just like everything. But I think that's my only concern. So, thank you.

David McMenomey Absolutely.

Mayor Stear Any further questions? Okay. Thank you very much.

David McMenomey Can I add one comment?

Mayor Stear Sure.

David McMenomey Most of these facilities around the country are run in a 3P situation and they are usually funded by a city or a county. We're unique in our area where we just don't have the bottom line to do that no, the vision for this is to be a nonprofit to benefit these kids. We're not some mega corporation coming in. We're just a couple of dads who said, let's just build this thing. Let's do it. So whatever we can do in partnership with you guys, whether that's in a legal contract or just all of us putting our heads together to go, how do we protect our kids to be able to play and not have to hit the lottery to be able to play sports, youth sports, then let's do it. I think we owe it to our kids to be able to do that. So that's the whole heart behind this. It's not to make a bunch of millionaires. It's probably not going to happen. It's going to be set up as a nonprofit. So anyway, I just wanted to communicate that to you guys. That is the heart behind what we're doing here. Thank you.

Mayor Stear Thank you very much.

Council President Bruce Anybody have any other questions?

Mayor Stear This is a public hearing, and I only had one person sign in to testify. Was there anybody else who wishes to testify in this matter?

[Inaudible From Audience]

Mayor Stear *If you want, if you want to testify, you can sign in.*

Council President Bruce *We won't hold it against you. It's okay. We value your input.*

Mayor Stear It just makes it clearer on the record.

Council President Bruce Thank you.

[Inaudible]

Council President Bruce Yes*, ma'am.*

[Brief Silence As Members Of The Public Sign-In To Testify]

Mayor Stear Thank you.

Council President Bruce Look *what you started, Mr. Mayor.*

Mayor Stear *What's that?*

Council President Bruce Look *what you started*.

Mayor Stear *I know it.*

Council President Bruce *Thank you.*

Mayor Stear *All right, thank you*. All right, Michael Rocco, you may have the floor, sir.

Michael Rocco Michael Rocco, 1286 East Fort Erie Street in Kuna, Idaho, 83634. I appreciate the Attorney's input as far as it is the city's land. And so, I feel like it's not as risky. And so, I appreciate that. So, my comments really are about maybe down the future, not necessarily about the rezoning and maybe they're more rhetorical than anything else. But the traffic, you know, what's traffic studies confirm that nearby roads will safely handle tournament and peak event volumes. What assurances are in place to ensure taxpayers aren't stuck paying for related utility, stormwater, or road upgrades? How will noise and lighting from evening events be mitigated for nearby residents? Does this request generally align with the Kuna's comprehensive plan and long-term growth vision, rather than catering to a standalone development? And then the City Council passed Resolution R32-2024, approving a real property and easement donation agreement with Gordon Properties. In light of that, and this is to your point, Councilman Biggs, how will this property arrangement ensure continued public access, equitable use, and accountability, rather than benefiting primary private interests? With that, that's all I have to say. Thank you.

Mayor Stear Thank you.

Council President Bruce Thank you, Mr. Rocco.

Mayor Stear Tina Townley.

Tina Townley Tina Townley, 2955 Meadowview Road, Kuna, Idaho. I was here last time, and I asked a lot of questions, and they were-- I got a lot of answers. But one thing that I didn't-- I heard that I wasn't real-- my big concern is this. They didn't plan on putting a light in and 95% of Kuna's kids are on this side of Meridian Road. My concern is the dangers of them going to that side of Kuna Road. So, I would really like that considered, that

somehow there's got to be a way for them. They're not going to walk all the way down to Deer Flat to cross. They're just not going to do it. So that's my big concern. That was the only question I had. Thank you.

Mayor Stear Very good, thank you. Very good. Rebecca Simmons.

Rebecca Simmons Rebecca Simmons, 2035 East Thea Drive, Kuna. So, I live in Indian Creek Ranch, which is just down the street. And I think as a parent, this is a great idea. But I do have concerns about the Kuna curve. And if nothing is done about the Kuna Curve, I mean, it's getting harder and harder off of Kuna Road to get out and turn left. I hope that is part of your planning when you do this. And the other thing that when I originally heard about this that I liked was that the city owned part of that land, which meant they had a little bit of control over the years that would continue of the kids, local children being able to use that without high fees. And so those are just my couple of concerns.

Mayor Stear Very good, thank you. Jan Zar.

Jan Zar Jan Zar, 412 East Boise Street, Kuna, Idaho. A lot of the concerns have already been mentioned, but I think my biggest concern is what Councilman Bruce has a concern about, especially a government agency in partnership with a non-government agency. We've seen that happen just down the road with the Ford Idaho Center. So, we want to make sure that we don't get in that type of situation. I think it's a great idea to have this here, but personally I think sell the land, let them have it. So, in trying to get into that partnership where you get into something 20 years down the line, you're going, oh, what the heck did we do? And taxpayers are paying for it. So anyway, that's all I have. Thanks.

Council President Bruce Thank you.

Mayor Stear Thank you. That's all right, and that's all I had. Did anybody else wish to testify? All right, seeing none.

Council President Bruce I move we close evidence presentation and move to deliberation.

Council Member McPherson Second.

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

All Council Members Aye.

Mayor Stear Any opposed? Motion carries.

(Timestamp 00:29:01)
Motion To: Close Evidence Presentation And Proceed To Deliberation
Motion By: Council Member Bruce
Seconded By: Council Member McPherson
Further Discussion: None
Members Voting Aye: Council Members McPherson, Biggs, Laraway, Bruce
Members Voting Nay: None
Members Absent: None
Via: Voice Vote
4-0-0

Council President Bruce I can start I like the idea. I think they're beneficial in large places, but we've also I've seen them where they've been in other states that they've failed as well, and I just don't want to put I would rather figure

out a way to address the land what we're going to do with it whether we're going to sell it or a partnership I'd like to know that first before we I just think this is a little premature I would rather sell the land than have any ownership of it I think that like one of the constituents said, if we do end up, it doesn't make the money that we think it does, are we going to put the taxpayer on the hook down the road? That's something that I have a concern about. Will it be parks managing it then? Will it be we'll be spending that money? So, or if we do have a partnership, I'd like to see what that looks like prior to moving forward. That's just my thought process. Not that it's just a 'no,' just that it's let's clarify where we're at first.

Mayor Stear Well, in my mind, you know, the possibilities are so, there's so many possibilities that I think I'd like to see what we can come up with a contract for the property that ensures that the City's not on the hook for maintenance or continuing funding to go into a bottomless pit. So, I guess I'd like to see what we can come up with for a contract for that. And I certainly understand the need to get the rezone done so that they can move forward with trying to secure some funding and that type of thing. So, I don't know, I guess in my mind it doesn't hurt anything to do the rezone, especially where we still own the property. We control that 20 acres, substantially. So, that's kind of my thoughts on it. Just the possibilities that can occur because we've tried for recreation district and a recreation center and the funding that costs and having to bond for that and put people on the hook for a whole bunch of money certainly wasn't a popular idea. And I don't know that it would be any more popular today than it was when we ran that, I don't know, 11 or 12 years ago. So, I guess I'm looking at something that we can do for the kids and keep the athlete…and we are short. I know the school district talks about how much it costs them to keep all those baseball fields going and working for the community and something like this will kind of help take the load off of them. So, I'd just like to see… I'd like to see this move forward so that we can see where it brings us.

Council Member McPherson That's my thoughts too. It's kind of -- it's the step we need to take so they can secure funding potentially and see where it can go. And I get your point of the cart before the horse and all that. And usually the hole in the donut is the one that's surrounded by growth or whatever and they eventually give in but we're the hole in the donut but we control the, you know, the wheel rolling at this point like, If they don't meet funding, we still own our chunk in the middle and we can do such. I mean, I'm not opposed to the idea of selling it down the road, but again, they need to have it as a unit, zone the same just to secure funding. So, I don't see where it hurts to do that, like the Mayor said.

Council President Bruce Well, I look at it as are we going to be the…Is the government agencies supposed to be the fundraiser for stuff like this, right? Should we change it just so they can go raise funds? I think they should have that handled prior to coming to us. You know, that's just my thought is, hey, let's secure this is what we're going to do. You're not giving me any money. You're just saying, 'hey, If I can go get this done here, we come with an agreement let's move forward.' rather than saying let's change this to prepare him to get to the next step, I just don't. It just isn't government's job to do that, I don't think. But I see what you're saying. I mean, everyone has their own opinions.

Council Member Biggs I tend to agree with that because I think that the Ford Idaho Center was a perfect example of what's going on when things go the other way. I've been reading a lot about that in the news and watching online, but I think I also would like to see us sell it and then let them push forward that way. Bringing us along and having us being part of it just I don't know I keep going back to that your cart before the horse thing and I don't know, I'm a little skeptical I guess, I would rather just flat-out sell it outright.

Council Member Laraway I guess I'm the last one. I kind of agree with everybody's saying… but I'm still stuck on what Councilman Bruce said. I'm not in favor of the government getting involved with private corporation, private citizens, to be part of a project for a couple of reasons. One, if this all falls through are we going to have… be required to come up with the money or a bond or something to finish the project? Because we're going…

The citizens are going to like this. I think it's a great idea. Don't get me wrong. I think it's beautiful. But there's a lot of questions like the Attorney brought up that are unanswered. And I don't know if I want to stick my vote with that.

I'd rather wait till all these questions that all of us have are answered so we can move forward clearly and not just go, okay, it's okay to do a zone change. I don't know if I want to do anything until we have more answers. That's just my opinion.

Mayor Stear Well, I guess I would say that regardless of whether we keep it or sell it, do a contract, or sell it, the zoning actually probably adds value to the sale price. So, I mean, I don't… I don't see that that's a stickler in this case. I mean, I get that if the government doesn't want to be involved in helping or getting a contract written or any of that, that's fine, but maybe they'll come up with a contract that makes it desirable. I don't know. So, I still think the possibilities are enough, and it's positive enough, that I think it's worthwhile to let it move forward either way. And then we can determine what we want to, I mean, if Council doesn't want to approve a contract, we don't have to, there's nothing says we have to, and then we can force for the sale of the property. So, I don't really see that it's, I don't really see that it's a deal breaker either way for us if we rezone or if we don't.

Council Member McPherson Well, and it might be harder for them to come up with funding if they're saying, "we have this and we have that, but the city's in the middle going, 'eh.'" We want to either sell it or whatever, but we don't even have it listed as commercial or, you know, it might make it more difficult for them to even come up with funding if we don't... I mean, for something as simple as the zone change. I guess that's the way I see it.

Council President Bruce Yeah. I think we just look at it differently.

Council Member McPherson Yeah, for sure.

Council President Bruce I just, I don't, I say, and I deal with finance all the time…You go get your funding, you go and deal with it prior to changing anything. But we do have the school district land that's right behind that, right? If we change that to commercial, then we're stood... it's a no for me, yeah, but yeah, it's just the south but you guys have to figure out where you guys stand. I'd rather seek some type of agreement with it, whether we're gonna sell it or move on.

City Attorney Marc Bybee Sorry, Mark Bybee, City attorney. So, the first two comments will kind of pull in opposite directions. I'm just going to offer them. So as has been noted, I think I want to emphasize, even if it's rezoned, the City still controls that middle lot because it's theirs and the plat isn't going to go forward without the City signing off and agreeing to go on the plat which it's my opinion at that to get to that point there would have to be a lot of negotiations to happen to clarify the things you guys are talking about right now I think they're appropriate questions and I think it would need to be sorted out certainly the sell if you know they were to raise enough funds the sell of the City lot could happen even before it gets that point so now we're no longer on a plat application we sold it they can proceed on their own plat application, right? So those are possible things that could happen after this rezone and the other point I wanted to make is because I just think in my first comments I wasn't necessarily clear on this myself that's why I asked Jess is it all three lots or is it just the city lot that's on the rezone application this will result in those other two lots getting rezoned as well, right? So you retain the control of the central city one but the other two would end up commercial as well and you wouldn't have control over those so I'm so long as that's you know consistent with the comp plan and all those kinds of things I defer to Marina, defer to Doug, on whether it's consistent with the comp plan and all those different components are is the City okay with those ones being rezoned and not just okay but does it comply with the comp plan does it you know comply with our zoning code and what we're looking to do as a City. That's something me and Doug over here we're discussing is okay if there's going to be potentially denial how does it not satisfy on um is this not conforming to our future land use map is this not conforming to our zoning standards um what's the non-conformity right now?

Mayor Stear So, you're saying it's not conforming?

City Attorney Marc Bybee No.

Mayor Stear That's what you said.

City Attorney Marc Bybee I'm not saying that. I'm saying like if there's a denial, how is this application not satisfying?

Mayor Stear How is it not? Okay.

City Attorney Marc Bybee Yeah, how is it not so satisfying that so that we can put it in a written decision?

Mayor Stear I heard you say it was not.

Council President Bruce I would say that the City owns it and we don't want to rezone it. It's our land. We don't have to like…

City Attorney Marc Bybee And I think that's appropriate to this. That would be an appropriate thing, I guess, to say to the center lot. And I think you're hitting at an issue as, you know, why was the decision to agree to this application not brought to the Council first, right? And I think we're kind of seeing that issue at this moment. But I don't think that decision, that issue applies only to your lot. It doesn't apply to the other two.

Council President Bruce So, you're bringing us an application, then you're telling us we can't deny it?

City Attorney Marc Bybee No, I'm not telling you that. I am not telling you that.

Council President Bruce Not in that same language. You're saying, how are you going to deny it legally when we didn't even agree to bring this application before us?

City Attorney Marc Bybee And I think that's your identifying issue with the City law and maybe it's an issue of this application needs to be separate applications even, that maybe that's part of the issue is that it shouldn't have been joined together as co-applications.

Council Member Biggs Which goes back to the impression is that if there is a partnership, whether there is one or not.

Council Member Laraway I guess I have something I'm taking in my mind and I'm just, if we approve this, is it irresponsible for us to put a time limit on it? Like if nothing is done within five years, this development agreement dissolves. Because if somebody, if we're sitting here five years from now and nothing's being done and somebody comes along and say, 'hey, we'll give you $20 million for that 20 acres,' do we have a way out? If nothing has been accomplished or moved forward with this.

Council President Bruce Well, I think that's where the agreement is that we would have. This is not like setting up an agreement. This is just saying we're going to rezone it. They'll come get an agreement. But we're also rezoning two other properties, which school district owns the land behind it. So, it's like we don't even have any input from them if they knew it was a rezone for just commercial for those two lots. Because I'm sure they would have something to say if we're rezoning commercial right behind where they're at.

Council Member McPherson I'd think they'd be happy, no kids. You know, to fill the schools more. I would think they would be…

Council President Bruce I'm just saying that we don't have it, right?

Council Member Biggs Yeah, there was no letter for -- I didn't see a letter from the school district on this.

Council Member McPherson It's just a rezone. I mean, it's not approving anything.

Council Member Biggs Oh, I know. I mean, there's other rezones we have letters from.

Council President Bruce But what they're saying is once we rezone it, whether we do anything or not, they can build commercial on those two lots. So did those other agencies have any input saying, 'hey, we're going to build commercial here?' They should have those. You may want to send some input on this because they're changing these two lots to commercial. They're thinking, hey, we're going to rezone it. It's all going to be one piece. But if it doesn't work out, then we've rezoned them without having any input from any agencies. Am I right? Am I wrong? Is that right?

Council Member Laraway No, I hear what you're saying.

Mayor Stear Doug, go ahead.

Planning & Zoning Director Doug Hanson Council President Bruce. So just so you are aware, just like any public hearing level application, we did send out an agency transmittal to all agencies letting them know of the rezone application. It's just the agency comments that you see in your packet. Those were just the responses we received. So, everybody got the opportunity to review the application.

Council President Bruce But you sent it out as all three parcels in one, right? So they're thinking it's a whole project.

Planning & Zoning Director Doug Hanson So for the record, Doug Hanson, Kuna Planning & Zoning staff. We sent it out as all three parcels in one, yes, with the proposed rezone request. But we wouldn't really receive any more in-depth comments because we let them know this is simply just a rezone and the site plan is just conceptual, that is subject to change. So when this initially went out, part of the thought process was just if the rezone would comply with the future land use map, that area is targeted for commercial. It gives the opportunity to True Gritt sports to see if they can even raise the funding. We didn't even really discuss any types of formal partnerships because we wanted this to get before you first so you could take a look at it to see if that's something you would even entertain because we didn't want to waste the staff time and resources, attorney fees, talking about any kind of formal partnerships if that's not something the city council was interested in. So, the rezone application was also a way to bring this before you. But if it's something that the council's not interested in, that's just that's fine as well.

Mayor Stear In my mind, I'd rather it be commercial than residential. So I'd just assume, see that it'd have a C stamp on it.

City Attorney Marc Bybee Sorry, City Attorney again, one last comment, Councilman Bruce, to what our back and forth that we had. This is one application. So the denial would go across the board, right? It's the application was presented at a certain form. So, it's not like we can select deny ours approved for the other two. And so I think you're right. And that is if you're denying because of this issue with the city lot, I think that could be applied to the other lots because they're joined in a single application, if that makes sense. It doesn't mean that these wouldn't apply, satisfy the criteria on their own, those separate parcels. It's but enjoined in this manner.

Council Member Biggs Marc, just one quick question for you. So if so, just to make sure I understand, whether this happens or not, there's nothing that binds us to the group. It's still just flat-out commercial zone. That's it.

City Attorney Marc Bybee If this was approved it just be flat out commercial zone and there's no guarantees going forward because I the city has not signed on to any long-term plan with this um so yeah you you'd be you'd have three commercially zoned lots in what I understand to be a place that's future land use map for it.

Council Member Biggs Thanks.

Mayor Stear Okay, anything further?

Council President Bruce You got anything?

Council Member McPherson I've have nothing.

Council President Bruce Councilman Biggs?

Council Member Biggs No.

Council Member Laraway I've said my piece.

Council President Bruce So do you want to see it? What would you rather see it done? You want them to handle the agreement first, or?

Council Member Biggs I would like to see that, but it's not going to stop me from rezoning. I think like Marc said, there's nothing binding us to the group. So, it appears to me that there's no harm in at least just getting it rezoned.

Council Member McPherson Same.

Council President Bruce And I'll entertain a motion from one of you guys.

Council Member McPherson Mr. Mayor, I would move we approve case #25-01-ZC.

Council Member Biggs Second.

Mayor Stear Motion is made and seconded for approval. Is there any further discussion on that motion?

Council President Bruce I'm just going to speak to my mind's going to be a no, just because I think that we should handle this prior to it getting to us. I don't like how this was presented to us and brought to us where it's, you know, we didn't get a chance to discuss what would be done with the city's property prior to packaging it up and bring it to us. I don't like that at all. So I will be a no on this.

Council Member McPherson Okay.

Mayor Stear All right. Anything further?

Mayor Stear All those in favor of the motion to approve case #25-01-ZC, signify by saying 'aye.'

Council Members Aye.

Mayor Stear Any opposed?

Council President Bruce Yes.

Mayor Stear All right, and that motion carries.

(Timestamp 00:47:45)
Motion To: Approve Case #25-01-ZC
Motion By: Council Member McPherson
Seconded By: Council Member Biggs
Further Discussion: Yes
Members Voting Aye: Council Members McPherson, Biggs, Laraway
Members Voting Nay: Council Member Bruce
Members Absent: None
Via: Voice Vote
3-1-0

B. Consideration to approve Resolution R48-2025 Meter Rental Fee and R49-2025 Updating Fee Structure for Modeling Support. Adam Wenger, Public Works Director. ACTION ITEM

Open Public Hearing
Receive evidence
Consideration to close evidence presentation and proceed to deliberation
(Timestamp 00:49:06)

Mayor Stear All right, consideration to approve resolution R48-2025, meter of rental fee, and R49-2025, updating fee structure for modeling support, Adam Wenger.

Public Works Director Adam Wenger Good evening, Mayor, Council. Adam Wenger, City of Kuna Public Works, 6950 South Ten Mile Road. Tonight, I bring forward Resolution R48-2025, which calls for the implementation of a new fee structure for the renting of construction meters. This change will contemporize the language of the contract and the rates charged by the City. The City's current rental agreement, shown in Exhibit A, can be found on page 158 of your packet. The updated agreement is found in Exhibit B on pages 159 and 160. The new contract provides more clarity on the requirements section and adds a prohibited actions section to further protect city property and infrastructure. The fee schedule component of the contract is the primary driver for this resolution for which a comparison of nearby municipalities was completed to ensure parity. This is detailed in Exhibit C, page 161. In this chart we show three fees that have proposed changes. The first is the implementation of a security deposit. The proposed deposit amount of $3,000 is justified in Exhibit D, page 162, where it is shown the cost to the city to replace the meter is $2,830.62. The additional $169.38 above the cost of the meter is intended to cover future increased replacement costs and city staff time consumed to replace the meter. There's no proposed change to either the daily rate or usage rate, as those are both in line and considered adequate. Finally, two new fees are proposed as a tamper fee and a late fee. The first can be leveraged if it is determined that a meter has been altered in a way that will impact its ability to record the volume consumed, and the latter fee is meant to incentivize users to report their monthly readings in a timely manner and to otherwise accommodate for staff time spent pursuing this information. Upon Council approval, this updated fee schedule will be effective immediately for new rental contracts with existing contracts being honored until cause arises to issue a new meter. Thank you for your consideration. I stand by for your comments and questions.

Mayor Stear Okay, thank you. Questions for Adam?

Council Member McPherson Nope.

Mayor Stear All right, this is a public hearing. I didn't have anybody sign up to testify in this matter. Is there somebody who wishes to testify? All right, seeing none.

Council President Bruce You guys have anything?

Council Member McPherson I have nothing.

Council President Bruce You good? Actually, I had a question, Adam. How are we, since you brought up fire hydrants, how are we caught up on what we need to do with our fire hydrants in general?

Public Works Director Adam Wenger I'm sorry, Council President Bruce, what specifically?

Council President Bruce Since when you took over, I think we were behind on testing them…

Mayor Stear Well, flushing and exercising…

Council President Bruce Yep, I was just curious. I hadn't heard in a while, so.

Public Works Director Adam Wenger Sneak preview to your report that's coming out at the end of the week. To date, we have addressed about 1,000 and 600 or so remaining.

Council President Bruce That's great. Thank you.

Council Member Biggs Adam, I've got a question for you. Just looking at the schedule compared to the other cities like Meridian and Middleton and stuff, it's just interesting to me, you know, the numbers are kind of all over the place. Some don't have it at all that we're going to be at the high side. Maybe a little more insight into why Meridian doesn't. Maybe they all have brand new stuff. I don't know. They don't expect to have any this year.

Public Works Director Adam Wenger Sure. Council Member Biggs, Adam Wenger, City of Kuna. You're right. It's all over the place. There doesn't seem to be a great rhyme or reason to it. The only other city that is currently considering raising their rates or changing their rates is the City of Nampa. And they said that theirs hadn't been done in about 10 years. Talking with staff, this hasn't been done for the city of Kuna in probably 20 years. This is a similar fee structure to what I've used in other municipalities that did a better job of protecting the City's infrastructure, in my opinion. We might be higher above board but this in the end is our fees that contractors are really willing to pay in order to build here.

Council Member Biggs Thanks. It just it makes sense the $3,000 deposit when you explain it's just it was interesting that they don't charge it at all for Meridian or Middleton. Maybe they trust their contractors a little more? I don't know.

Public Works Director Adam Wenger Council Member Biggs, it's also possible that the growth, I don't want to speak disparagingly of other cities, but we currently have 48 meters, 28 meters in our meter fleet and I know a lot of other cities only have a small handful so it's not as big as not as big of a deal for them as it might be for us.

Council Member Biggs Okay, thank you.

[Brief Silence]

Council President Bruce Anything else?

Mayor Stear I think the biggest key is just the fact that we haven't done this for a while so I think it's just something we need to keep up with and it's fiscally responsible to do so.

Council President Bruce I'm just glad we've got caught up. That's… Adam's doing great over there. Thank you.

Mayor Stear Yeah, he is.

Council President Bruce I move we close evidence presentation and move to deliberation.

Council Member McPherson Second.

Mayor Stear Motion's made and seconded. All in favor say ‘aye.’

All Council Members Aye.

Mayor Stear Motion carries.

(Timestamp 00:54:43)
Motion To: Close Evidence Presentation And Proceed To Deliberation
Motion By: Council Member Bruce
Seconded By: Council Member McPherson
Further Discussion: None
Members Voting Aye: Council Members McPherson, Biggs, Laraway, Bruce
Members Voting Nay: None
Members Absent: None
Via: Voice Vote
4-0-0

Council President Bruce I move we approve resolution R48-2025 and R49-2025.

Council Member McPherson Second.

Mayor Stear Motion's made and seconded for approval. Any discussion on that motion? All those in favor say 'aye.'

All Council Members 'Aye.'

Mayor Stear Any opposed? And that motion carries.

(Timestamp 00:55:00)
Motion To: Approve Resolution R48-2025 And Resolution R49-2025
Motion By: Council Member Bruce
Seconded By: Council Member McPherson
Further Discussion: None
Members Voting Aye: Council Members McPherson, Biggs, Laraway, Bruce
Members Voting Nay: None
Members Absent: None
Via: Voice Vote
4-0-0

C. Consideration to approve Resolution R66-2025 Amending Planning & Zoning and Building Fee Schedules. Doug Hanson, Planning and Zoning Director. ACTION ITEM

Open Public Hearing
Receive evidence
Consideration to close evidence presentation and proceed to deliberation
(Timestamp 00:55:25)

Mayor Stear That takes us to consideration to approve resolution R66-2025, amending planning & zoning and building fee schedules, Doug Hanson.

Planning & Zoning Director Doug Hanson Mayor and Council, for the record, Doug Hanson, Kuna Planning and Zoning Director, 751 West 4th Street, Kuna. This evening staff is proposing new and amended fees for the Planning & Zoning and building departments the proposed new and amended fees are redlined in your packet and begin on page 168. So, it will be the removal of the comprehensive plan text amendment application uh the removal of the res check the lowering of the sign special use permit application and an increase to the zoning verification letter and fine for covering without an inspection, as well as the commercial re-inspection fee, and we are also proposing one new fee for the preliminary plat reinstatement. The new and amended fees will ensure that development services is covering administrative costs that the department incurs for the review of development applications, building permits, and performing inspections. I'm here for any questions you have and to address any of the proposed fee changes in greater detail if necessary. And with that, I will stand by for any questions.

Mayor Stear Questions for Doug?

Council Member Biggs Thank you, Doug.

Mayor Stear All right, again, this is a public hearing. I didn't have anybody sign up to testify. Is anybody who wishes to testify that didn't get a chance to sign in? All right, seeing none. Well, again, I think this is just good fiscal responsibility to make sure that general fund doesn't have to pick up the tab for reviewing permitting and fees like that the builders and contractors should be covering, so…

[Brief Silence]

Council President Bruce All right. I move to close evidence presentation and move to deliberation.

Council Member McPherson Second.

Mayor Stear Motion is made and seconded. All those in favor say 'aye.'

All Council Members Aye.

Mayor Stear Any opposed? Motion carries.

(Timestamp 00:57:48)
Motion To: Close Evidence Presentation And Proceed To Deliberation
Motion By: Council Member Bruce
Seconded By: Council Member McPherson
Further Discussion: None
Members Voting Aye: Council Members McPherson, Biggs, Laraway, Bruce
Members Voting Nay: None
Members Absent: None
Via: Voice Vote
4-0-0

Council President Bruce Do you guys have anything?

Council Member McPherson No.

Council Member Laraway No, I just, I guess I'll make a comment. It's just, we're not really adding this cost on to the developers or the builders we're going to be tacking it on to what the people pay for their house. Ao that that's where I know the buck stops. So I don't think it really hurts the developers that much it's going to be in the pockets of the buyers.

Council President Bruce The end user.

Council Member McPherson But it doesn't hurt the other taxpayers that provide for their growth, so…

Council Member Laraway *I'm sorry?*

Council Member McPherson It doesn't make the taxpayers pay for someone else's growth though.

Mayor Stear It makes the new growth pay for the new growth.

Council Member Laraway I'm not arguing that.

Mayor Stear Yes, you are correct.

Council Member Laraway I think we're both right.

Mayor Stear I think you are.

Council Member McPherson We can go with that.

Council President Bruce Do you have anything?

Council Member Biggs No, sir.

Council President Bruce You're good?

Council Member Laraway I'm good.

Council President Bruce I move we approve resolution R66-2025.

Council Member McPherson Second.

Mayor Stear Motion's made and seconded for approval of resolution R66-2025. Any further discussion on that motion? All those in favor say ‘aye.’

All Council Members Aye.

Mayor Stear Any opposed? And that motion carries.

(Timestamp 00:59:04)
Motion To: Approve Resolution R46-2025
Motion By: Council Member Bruce
Seconded By: Council Member McPherson
Further Discussion: None
Members Voting Aye: Council Members McPherson, Biggs, Laraway, Bruce
Members Voting Nay: None
Members Absent: None
Via: Voice Vote
4-0-0

7. Business Items:

(Timestamp 00:59:20)

A. Contingency request for $50,000 to replace the Harley Davidson Motorcycle that was destroyed on 08.24.2025 when Deputy Jones struck a deer. Funds would be executed in Fiscal Year 2026. Chief Fratusco, KPD ACTION ITEM

(Timestamp 00:59:20)

Mayor Stear That takes us to business items, a contingency request, Chief Fratusco.

Police Chief Mike Fratusco Good evening, Mayor Stear and Council Members. For the record, Mike Fratusco, Chief of Police for the City of Kuna, 793 West 4th Street. First off, I'd like to say thank you to the members and the City Staff who reached out to myself or Deputy Jones to check on him. As many of you recently have seen, Deputy Tyson Jones was involved in a horrific crash on patrol. I truly believe there was some divine intervention that kept him from being significantly injured or killed when he struck the deer at a high rate of speed. Tyson is one of the hardest working and toughest human beings that I have ever had the pleasure of supervising.

The city of Kuna is unique when it comes to traffic enforcement team we have put together in the city. When we started our traffic program, we teamed with ITD through a grant program to help purchase these motorcycles. The motorcycles had to be American-made, and we needed to meet certain monthly requirements to receive the grant money. For the last few years, we have been able to meet all criteria and have been successful in our partnership. We are now at the end of the grant program, and we can no longer participate for the grant matching funds. And unfortunately, due to the crash, we are no longer on track to be able to trade that motorcycle towards a new motorcycle.

My request is asking the City for $50,000 in contingency money for the new motorcycle. The estimated cost of the new Harley through High Desert Harley is $45,067, rough estimate. This contingency request will be executed in fiscal year 2026 and paid out of the general fund. Once the insurance money is sent back to the city for the crashed motorcycle, that money will go back into that general fund. The reason for asking so quickly is due to a couple factors. The 2025 models are coming to an end and the new Harley-Davidson body style is coming out in 2026. High Desert Harley has stated there will be a long lag time for getting a new motorcycle if we do not purchase the 2025 end-of-year models. The other factor is purchasing a first-generation motorcycle comes with its own problems and more likely a higher cost. These motorcycles and their riders have proven their worth and it's shown in a monthly and annual reports. The directed traffic enforcement and special events to include Kuna Days Parade, Christmas Parade, and those are just a couple of the special events where they are utilized. They also played a major role with traffic enforcement in school zones during the morning and afternoon school commutes. This specialized unit has hundreds of hours of training and needs to be back up and running as soon as possible.

I'd also like to, if I could, answer a couple questions I think Mr. Rocco brought up. So normally when we look at our Tahoes, If we were to crash at Tahoe, which approximately a month ago I would say we had a pursuit where we attempted three different pits on a vehicle. We had to have two Tahoes replaced and one is in process or will soon be in the process of having its door replaced. The city does in fact pay for those through the contract. So, there is a there is money inside the yearly contract that is allotted for replacement vehicles or damage to those vehicles. *Well, I take that back…*allotted for two replacement vehicles a year, and then the damage to those vehicles goes through Ada County Risk. So their damage is taken care of through the Sheriff's office. The difference with these motorcycles is these motorcycles are actually owned by the City of Kuna. And we did that because we did go through a grant program, and they are insured by the City of Kuna. The equipment that comes on those motorcycles is standard law enforcement equipment. It comes with the lights and the siren. Other than that, all other equipment on that motorcycle is placed by the Ada County Sheriff's Office through my budget. We probably have about, I would, I'm just guessing, approximately $10,000 worth of equipment that Ada County Risk is replacing due to the damage of the crash. So, I know our City Clerk can probably explain more on how that grant worked and the cost, and I'll turn it over to him if that's okay.

Mayor Stear Okay.

City Clerk Nathan Stanley Mayor, Council, Nathan Stanley, City Clerk. So, when we first initiated the grant with ITD in 2023, we were awarded $117,000 and we have a percentage of the match that we need to contribute. And so instead of using cash for that match percentage, we chose to purchase one of the two Harleys as our match to accommodate that match percentage. And we had to go with Harley-Davidson because it has to be American-made. And we have submitted our claim through our insurance, and we should hear back in the next week to 14 days on the outcome.

Police Chief Mike Fratusco Just going back on talking about the Harley-Davidson itself, speaking with High Desert, there's only a few left because they're going to be coming out with the 2026 models. ISP just ordered, I believe, six or eight. So, they're going to come first and then next would be ours. I've already gone through our risk already to replace our equipment and in the meantime and in the long run, If we want to look at a different method instead of us having to come to or myself having to come to City Council to replace a motorcycle because we are in a high-risk profession, we do crash cars. Unfortunately, we have a motorcycle that was crashed that needs replaced. We can in the future look at going through the same method we do with the Tahoes where the city's contract would increase, The city would pay money towards vehicles and they could be rotated out or gone through risk through the Ada County Sheriff's Office. But if we are to do the grant, that changes things. And that's why we went through this process. And I'll stand for any questions.

Mayor Stear Questions?

Council President Bruce No, I just want to say thank you. I understand the value of buying them the last model instead of the newer one next year. It's probably going to be less expensive. Plus, we already get it ordered. I think if we do want to look down the road about how we change with funding methods, but we're going to pay for them either way.

Council Member Biggs That's what I wanted to ask was about the grant. So, the grant is done. We're no longer eligible for the grant, right? I just want to make sure that part. So that's, go ahead…

Police Chief Mike Fratusco Councilman Biggs, for the record, Mike Fratusco. That's a great question. I believe we have to sit out a year.

City Clerk Nathan Stanley That's correct. So, we have been doing the grant for the last three years. After three years, you have to wait a year and then your eligibility restarts and then we'll be able to apply for it for the next three years, which we plan on doing.

Council Member Biggs So, I guess forgive my ignorance about motorcycles. I'm scared to death of them. But what would prevent us from using this to buy a BMW or a Kawasaki or an Indian motorcycle?

Police Chief Mike Fratusco Councilman Biggs, for the record, Mike Fratusco, City of Kuna. The motorcycle decision is a decision that we can come to down the road. Right now, our two riders are trained on the Harleys. They've gone through the course. Deputy Jones is actually an instructor in the state of Idaho. I believe there's maybe 5 to 7 instructors, so he teaches motorcycles and it can be BMW or Harley-Davidson. If we were to go back to the grant, which we sit out one year and we went back the following year, they would still require it to be an American-made motorcycle. Also, a lot of the agencies, Meridian is switching to Harley-Davidson, ISP has switched to Harley-Davidson, is implementing all of those in. So, we're seeing a lot of agencies switch to the Harley-Davidson. BMW, You're going to have your deputies that prefer the BMW. I will say right now that our BMW riders said that if Tyson Jones would have been riding a BMW, the outcome would have been different. So I think there was a lot more metal on that motorcycle. The way it was laid out, the way it sits. So I, not being a motorcycle rider, look at that Harley is being what saved him, I guess.

Council Member Biggs So it's not like jumping in, you know, from a Ford F-150 into a Toyota Tundra.

Police Chief Mike Fratusco Different ride, different sitting, different maneuverability. But we are seeing a lot of agencies switching to the Harley-Davidson and the BMW is more expensive. And Harley-Davidson High Desert gets us in and out of the shop and we take priority. Whereas our guys on the BMW's in Eagle, they can sit for a few weeks before they get their bike back.

Council Member Biggs I think Meridian Police Department does BMW.

Police Chief Mike Fratusco They do, but they're switching…They've switched over to Harley's. They have a few Harley's now.

City Clerk Nathan Stanley Councilman Biggs, Nathan Stanley, City Clerk. I do want to point out too that the grant actually helps pay for the traffic deputy salary as well. So it's a big tool that the city uses to have those extra deputies on the road.

Council President Bruce I think you're talking about going from a Cadillac to a smart car.

[Laughter]

Council Member Biggs Again, ignorance.

Council President Bruce Yeah, that's kind of what…

Council Member McPherson Yes.

Council Member Biggs And we have nice cars.

Council Member Laraway I only have two questions. How is Tyson?

Police Chief Mike Fratusco Councilman Laraway, for the record, Mike Fratusco. I appreciate the question. Tyson Jones, had no internal injuries, no broken bones, and I'm sharing this with you because he's giving me permission to share it with everybody. He has road rash on his arms, elbows, a little on his leg, but his riding pants and the pads in those pants and I don't know if they're made out of Kevlar or not, but the pants, his load bearing vest that he wears, his Kevlar vest he wore underneath it and his helmet saved his life. He has… the helmet is torn up on one side. His vest is was ripped to shreds. So, all of that's getting replaced. His duty gear was shredded. His sidearm was pretty marred up. He slid 75 yards, and it was, I mean, it was it was crazy. He is lucky to be alive in my opinion.

Council Member Laraway My second statement is when we put this down, it should be when the deer struck Deputy Jones.

Police Chief Mike Fratusco Well, Councilman Laraway, I think Deputy Jones is probably took taken a lot of the families lives of that deer and I fully believe they were targeting him.

Council Member Biggs This is on Idaho 21, right?

Police Chief Mike Fratusco Yes, Councilman Biggs.

Council Member Biggs And that's the fall down there too.

Police Chief Mike Fratusco Sure. And that's been a question and I'll address that real quick in case there's any questions. So, we do share resources. If you drive an Eagle, you're going to see Meridian officers. You're going to see Boise officers, ISP, Eagle, Star. Star, they're not on motorcycles, but they have a two man team or three man team now. So they rotate around year through the month, so you'll see him go to different locations to include Garden City. They'll concentrate in Kuna, then they'll move the next month they'll move to Eagle. The next month they'll go to unincorporated Ada county. So they go all over trying to help curb traffic issues. So, they do share resources and it's been huge for us to get an influx of other riders to talk about when the Hells Angels were here, a lot of that, a lot of the Members that came to work that event were just trading their normal job hours in Eagle or wherever they were working to come out work in Kuna with no added overtime cost. So, there is a shared resource.

Council President Bruce Thank you. Good?

Council Member McPherson No brainer.

Council President Bruce Councilman?

Council Member Laraway I'm glad you answered the questions. I had a lot of them until you clarified a lot of them. Thank you.

Council President Bruce I move we approve the contingency request for $50,000 to replace the Harley-Davidson motorcycle.

Council Member Laraway Second.

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

All Council Members Aye.

Mayor Stear Any opposed? And that motion carries. And I will say personally, I was quite worried when Chief told me of that accident. I've known Tyson a long time and when you hear about an accident like that, I was afraid we would lose him to injury if nothing else. But fortunately, he's a tough dog and he's going to come back. So, very happy with that.

(Timestamp 01:12:18)
Motion To: Approve The Contingency Request For $50,000 to replace the Harley-Davidson motorcycle.
Motion By: Council Member Bruce
Seconded By: Council Member Laraway
Further Discussion: None
Members Voting Aye: Council Members McPherson, Biggs, Laraway, Bruce
Members Voting Nay: None
Members Absent: None
Via: Voice Vote
4-0-0

8. Ordinances:

(Timestamp 01:13:05)

Mayor Stear All right, that brings us to Ordinances.

A. Consideration to approve Ordinance 2025-26 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 EBS 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 01:13:12)

Mayor Stear Consideration to approve ordinance 2025-26. 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, EB's 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.

Council President Bruce I move we waive 3 readings of ordinance 2025-26.

Council Member McPherson Second.

Mayor Stear Motion is made and seconded to waive the three readings. Any further discussion? All those in favor say 'aye.'

All Council Members Aye.

Mayor Stear Any opposed? That motion carries.

(Timestamp 01:13:59)
Motion To: Waive 3 Readings Of Ordinance 2025-26
Motion By: Council Member Bruce
Seconded By: Council Member McPherson
Further Discussion: None
Members Voting Aye: Council Members McPherson, Biggs, Laraway, Bruce
Members Voting Nay: None
Members Absent: None
Via: Voice Vote
4-0-0

Council President Bruce I move we approve ordinance 2025-26.

Council Member McPherson Second.

Mayor Stear Motion is made and seconded for approval of the ordinance. 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 01:14:15)
Motion To: Approve Ordinance 2025-26
Motion By: Council Member Bruce
Seconded By: Council Member McPherson
Further Discussion: None
Members Voting Aye: Council Members McPherson, Biggs, Laraway, Bruce
Members Voting Nay: None
Members Absent: None
Via: Roll Call Vote
4-0-0

B. Consideration to approve Ordinance 2025-27 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 BLACK CREEK LP; 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 01:14:38)

Mayor Stear Consideration to approve ordinance 2025-27. 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 Black Creek LP; 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.

Council President Bruce I move we waive 3 readings of ordinance 2025-27.

Council Member McPherson Second.

Mayor Stear Motion is made and seconded to waive the three readings. Any further discussion on that motion? All those in favor say 'aye.'

All Council Members Aye.

Mayor Stear Any opposed? Motion carries.

(Timestamp 01:15:19)
Motion To: Waive 3 Readings Of Ordinance 2025-27
Motion By: Council Member Bruce
Seconded By: Council Member McPherson
Further Discussion: None
Members Voting Aye: Council Members McPherson, Biggs, Laraway, Bruce
Members Voting Nay: None
Members Absent: None
Via: Voice Vote
4-0-0

Council President Bruce I move we approve ordinance 2025-27.

Council Member McPherson Second.

Mayor Stear Motion is made and seconded for approval. 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 01:15:38)
Motion To: Approve Ordinance 2025-27
Motion By: Council Member Bruce
Seconded By: Council Member McPherson
Further Discussion: None
Members Voting Aye: Council Members McPherson, Biggs, Laraway, Bruce
Members Voting Nay: None
Members Absent: None
Via: Roll Call Vote
4-0-0

C. Consideration to approve Ordinance 2025-28 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 HHIF VI 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 01:16:03)

Mayor Stear *Let's see. Okay.* Consideration to approve ordinance 2025-28. 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 HHIF VI LLC.; and declaring water rights appurtenant thereto or 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 move we waive 3 readings of ordinance 2025-28.

Council Member McPherson Second.

Mayor Stear Motion is made and seconded to waive the three readings. Any further discussion on that motion? All those in favor say 'aye.'

All Council Members Aye.

Mayor Stear Any opposed? Motion carries.

(Timestamp 01:16:49)
Motion To: Waive 3 Readings Of Ordinance 2025-28
Motion By: Council Member Bruce
Seconded By: Council Member McPherson
Further Discussion: None
Members Voting Aye: Council Members McPherson, Biggs, Laraway, Bruce
Members Voting Nay: None
Members Absent: None
Via: Voice Vote
4-0-0

Council President Bruce I move we approve ordinance 2025-28.

Council Member McPherson Second.

Mayor Stear Motion is made and seconded for approval. 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 01:17:08)
Motion To: Approve Ordinance 2025-28
Motion By: Council Member Bruce
Seconded By: Council Member McPherson
Further Discussion: None
Members Voting Aye: Council Members McPherson, Biggs, Laraway, Bruce
Members Voting Nay: None
Members Absent: None
Via: Roll Call Vote
4-0-0

D. Consideration to approve Ordinance 2025-29 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 HHIF VI 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 NEW YORK 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 01:17:32)

Mayor Stear Consideration to approve ordinance 2025-29. 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, HHIF VI, LLC.; and declaring water rights appurtenant thereto are approved for delivery purposes; and directing the city clerk to record this ordinance as provided by law; and directing the City Clerk to

provide notice of this ordinance to the New York Irrigation District, the owners, and update the irrigation system map; and providing an effective date.

I thought that one was exactly the same until I got to the New York Irrigation District.

Council President Bruce Gotcha. I move we waive 3 readings of ordinance 2025-29.

Council Member McPherson Second.

Mayor Stear Motion's made and seconded for approval. Any further discussion on that motion? All those in favor say ‘aye.’

All Council Members Aye.

Mayor Stear Any opposed? And that motion carries.

(Timestamp 01:18:28)
Motion To: Waive 3 Readings Of Ordinance 2025-29
Motion By: Council Member Bruce
Seconded By: Council Member McPherson
Further Discussion: None
Members Voting Aye: Council Members McPherson, Biggs, Laraway, Bruce
Members Voting Nay: None
Members Absent: None
Via: Voice Vote
4-0-0

Council President Bruce I move we approve ordinance 2025-29.

Council Member McPherson Second.

Mayor Stear Motion's made and seconded for approval. 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 01:18:44)
Motion To: Approve Ordinance 2025-29
Motion By: Council Member Bruce
Seconded By: Council Member McPherson
Further Discussion: None
Members Voting Aye: Council Members McPherson, Biggs, Laraway, Bruce
Members Voting Nay: None
Members Absent: None
Via: Roll Call Vote
4-0-0

E. Consideration to approve Ordinance 2025-30 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 HHIF VI 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 NEW YORK 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 01:19:04)

Mayor Stear Consideration to approve Ordinance 2025-30, 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, HHIF VI, 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 New York Irrigation District, the owners, and update the irrigation system map, and providing an effective date.

Council President Bruce I move we waive 3 readings of 2025-30.

Council Member McPherson Second.

Mayor Stear Motion is made and seconded to waive the three readings. All those in favor say 'aye.' Any opposed?

All Council Members Aye.

Mayor Stear Motion carries.

(Timestamp 01:19:47)
Motion To: Waive 3 Readings Of Ordinance 2025-30
Motion By: Council Member Bruce
Seconded By: Council Member McPherson
Further Discussion: None
Members Voting Aye: Council Members McPherson, Biggs, Laraway, Bruce
Members Voting Nay: None
Members Absent: None
Via: Voice Vote
4-0-0

Council President Bruce I move we approve ordinance 2025-30.

Council Member McPherson Second.

Mayor Stear Motion is made and seconded for approval. 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 01:20:00)
Motion To: Approve Ordinance 2025-30
Motion By: Council Member Bruce
Seconded By: Council Member McPherson
Further Discussion: None
Members Voting Aye: Council Members McPherson, Biggs, Laraway, Bruce
Members Voting Nay: None
Members Absent: None
Via: Roll Call Vote
4-0-0

F. Consideration to approve Ordinance 2025-32 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 HUBBLE HOMES 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.

(Timestamp 01:20:33)

Mayor Stear Consideration to approve ordinance 2025-32. 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 Hubbell Homes 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.

Council Member McPherson Just for clarification, in the packet on page 198, it says ordinance 2025-31, not -2 at the top of it. The bottom it says 32, but at the top it says 31.

Mayor Stear What I'm looking at is 32, and then when we drop down to the next ordinance, it's 31.

Council Member Laraway It's Idaho Power.

Council President Bruce Yeah, Idaho Power is 31, right?

Council Member McPherson Just on the top of the actual ordinance, it's on top of the ordinance itself, it reads 31.

Mayor Stear Well then, so in the packet they're not switched.

Council President Bruce No.

Mayor Stear Can you see as Idaho Power then, let's do this 32.

Council Member Biggs Nope, it's 31.

Mayor Stear So we have two 31's in the packet.

Council President Bruce Yep.

Council Member McPherson The bottom of the page—

City Clerk Nathan Stanley Yeah, that's just an error, I can fix that.

Mayor Stear All right, so we are approving ordinance 32 though, right now.

City Clerk Nathan Stanley 32 Correct.

City Attorney Marc Bybee Mark Bybee, City Attorney, you could actually amend it by interlineation to strike through, put it on there, include that as part of the motion that you amended the ordinance title to 32. What is it, 2025-32?

Mayor Stear The ordinance title in the packet. It's already that way in the-

Council Member Biggs That's correct in the summary.

Mayor Stear The agenda is correct.

City Clerk Nathan Stanley The agenda is correct. In the packet it says ordinance 2025-31 when it's actually for the ordinance 2025-32. So, that was just an error on my end.

Council Member Biggs It says 32.

City Attorney Marc Bybee So I was, yeah, I was saying to make a motion to correct because what I'm looking at in the packet page 202, is that right? That says 2025-31 should say 2025-32, correct?

City Clerk Nathan Stanley The irrigation annexation is 32. It's just listed as 31 in the title that was just an error on my end.

City Attorney Marc Bybee Okay, way too far in the packet. So is the Idaho power one. It is correct.

City Clerk Nathan Stanley Yes, that one Idaho powers 2025-31.

City Attorney Marc Bybee That's what threw me out because it comes next in the order on the agenda.

Council President Bruce So, do I need to state the page number that for clarification so they'll have a reference because if we just say a number it doesn't have any correlation.

Council Member McPherson Man, I made that way too difficult.

Council President Bruce No, no it's…

Mayor Stear why do you always have to point these it?

City Attorney Marc Bybee It doesn't hurt to specify the page number it's not I don't know that it's necessary but it won't hurt.

Council President Bruce Okay, I move that'll be for the approval. I move we waive 3 readings of 2025-32.

Council Member McPherson Second.

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

All Council Members Aye.

Mayor Stear Any opposed? Motion carries.

(Timestamp 01:23:59)
Motion To: Waive 3 Readings Of Ordinance 2025-32
Motion By: Council Member Bruce
Seconded By: Council Member McPherson
Further Discussion: None
Members Voting Aye: Council Members McPherson, Biggs, Laraway, Bruce
Members Voting Nay: None
Members Absent: None
Via: Voice Vote
4-0-0

Council President Bruce I move we approve ordinance 2025-32 and amend the ordinance on page 198 to match 2025-32.

Council President McPherson Second.

Mayor Stear Motion is made and seconded. 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 01:24:22)
Motion To: Approve Ordinance 2025-32 With An Interlineated Amendment
Motion By: Council Member Bruce
Seconded By: Council Member McPherson
Further Discussion: None
Members Voting Aye: Council Members McPherson, Biggs, Laraway, Bruce
Members Voting Nay: None
Members Absent: None
Via: Roll Call Vote
4-0-0

G. First reading / Introduction of Ordinance 2025-31 Idaho Power Franchise Agreement

AN ORDINANCE IN ACCORDANCE WITH IDAHO CODE 50-328, 50-329 AND 50-329A GRANTING A FRANCHISE TO IDAHO POWER COMPANY, A CORPORATION, AND TO ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, MAINTAIN AND OPERATE IN AND UPON THE PRESENT AND FUTURE STREETS, HIGHWAYS AND OTHER PUBLIC PLACES WITHIN THE CORPORATE LIMITS OF THE CITY OF KUNA, IDAHO, ELECTRIC UTILITY PROPERTY AND FACILITIES FOR SUPPLYING ELECTRICITY AND ELECTRIC SERVICE TO THE CITY, THE INHABITANTS THEREOF, AND OTHERS FOR A TERM OF 10 YEARS, INCLUDING THE NONEXCLUSIVE RIGHT TO PHYSICALLY LOCATE AND MAINTAIN TELEPHONE, CABLE, FIBER OPTICS OR OTHER COMMUNICATIONS FACILITIES; SETTING FORTH AN AGREEMENT NOT TO COMPETE, RESERVING POWER OF EMINENT DOMAIN; PROVIDING FOR THE PAYMENT OF FRANCHISE FEES; AND SPECIFYING OTHER LIMITATIONS, TERMS AND CONDITIONS GOVERNING THE EXERCISE OF SAID FRANCHISE.

(Timestamp 01:24:51)

Mayor Stear This is a first reading introduction of Ordinance 2025-31, Idaho Power Franchise Agreement.

An ordinance in accordance with Idaho Code 50-328 and 50-329 and 50-329A, granting a franchise to Idaho Power Company Corporation and its successors and assigns to construct, maintain, and operate in and upon the present and future streets, highways, and other public places within the corporate limits of the city of Kuna, Idaho, electric utility property and facilities for supplying electricity and electric service to the city, the inhabitants thereof, and others for a term of 10 years, including the non-exclusive right to physically locate and maintain telephone, cable, fiber optics, or other communication facilities, setting forth an agreement not to compete, reserving power of eminent domain, providing for the payment of franchise fees, and specifying other limitations, terms, and conditions, governing the exercise of said franchise.

So we're just going to do a first reading on that tonight. So, no further action is needed.

Council Member Biggs Is this typical of other cities and throughout the state? They all have this same…

Mayor Stear I don't know. There's a, I think. I think pretty much all cities have these.

City Attorney Marc Bybee Talking about franchise fee or franchise agreement, what was the question exactly what part of having what?

Council Member Biggs With Idaho Power, is it just an exclusive, what is it, the non-exclusive right to physically locate, maintain, telephone, cable, fiber optics, other communication facilities for basically not to compete for 10 years?

City Attorney Marc Bybee Okay, so yeah, Marc Bybee, City Attorney, franchise agreements for power in the state of Idaho are quite common. I think, if I remember right, I think Idaho Falls has its own power grid that it actually owns as infrastructure. But otherwise, most cities are contracted with a company. The majority down in southern Idaho are Idaho Power. I think up in north Idaho, they might actually be on some Washington-based company. But franchise agreements are very common because most Idaho cities just don't own their own power supply.

City Clerk Nathan Stanley Councilman Biggs, Nathan Stanley, City Clerk, and we've been in a franchise agreement with Idaho Power for the last 10 years. It's just coming up, expiring this November.

Council Member Biggs And I guess my, I guess I've been in the tech world and 10 years can be a long time in tech sometimes. If there were another company that bought them out or something like that, then we'd have to do a new agreement or something like that. Okay, that's all I was curious.

Council President Bruce You about to sell power to somebody?

Council Member Biggs No, but I still got the fiber optic, you know, the telephone, telephone cable. We won't have telephone cable in 10 years.

Council President Bruce Yeah. That's great.

Mayor Stear All right. Anything further on that?

Council Member Biggs No, sir.

Council President Bruce No, not on that. Actually, like before we do the executive session, I asked the chief about the incident yesterday… If you keep their family, was it yesterday, at the in the creek?

Mayor Stear Oh, the drowning.

Council President Bruce Yeah. Just keep that family in your prayers.

Mayor Stear Certainly. Yeah, that's very unfortunate. Fortunately, we haven't had… I can't remember the last time, I think I kind of do, but I don't remember how many years ago. It's been several years now since we've had a drowning there. That creek is just really unforgiving. Some of the most dangerous spots are the ones that look the most calm. There's a lot of rocks and sticks and other weird things down in underneath that create dangers there. And so…

Police Chief Mike Fratusco Mayor, can I say something?

Mayor Stear Yes.

Police Chief Mike Fratusco For the record, Mike Fratusco, City of Kuna. I would like to acknowledge some of the citizens, the citizens that were out there were fantastic. I mean, we had people, what I'm being told is one gentleman opened his house to all first responders for tips for everybody and he stepped aside and just stayed out in the driveway helping direct emergency responders to the location. I'm going to get his address and another gentleman's address so I can personally go thank them. But it was pretty amazing. The citizens that were out there and the compassion they had. So pretty proud of the community over there.

Mayor Stear Good. Yes, thank you for mentioning that.

CLERK'S NOTE: NO COUNCIL ACTION TAKEN, FIRST READING ONLY

9. Executive Session:

(Timestamp 01:30:06)

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

Mayor Stear If nothing further, we do need to have an executive session.

Council President Bruce And who do we need?

Mayor Stear Who all do we want for executive session?

City Attorney Marc Bybee I'm the one that asked for the executive session, so I'd like Nate to stay in. I'd like Doug to stay in. I don't know that anybody else needs to, unless if Jared wants to be, I'm not going to kick him out, but… okay.

Council President Bruce I move we adjourn to executive session under 74-206 with City Council, Doug Hanson, the City Clerk. That's it? And our City Treasurer.

Mayor Stear Okay.

Council Member McPherson Second.

Mayor Stear Motion is made and seconded. 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 the motion carries. And we will not be making any decisions. And when we come back out of executive session, we will conclude. So, thank you very much.

(Timestamp 01:30:36)
Motion To: Enter Executive Session Under Idaho Code §74-206
Motion By: Council Member Bruce
Seconded By: Council Member Laraway
Further Discussion: None
Members Voting Aye: Council Members McPherson, Biggs, Laraway, Bruce
Members Voting Nay: None
Members Absent: None
Via: Roll Call Vote
4-0-0

10. Mayor/Council Announcements:

11. Adjournment:

Adjourned at 7:48 PM

_____

Joe L. Stear, Mayor

ATTEST:

_____

Nathan Stanley, City Clerk

Minutes prepared by Garrett Michaelson, Deputy City Clerk

Date Approved: CCM 09.16.2025

CITY OF KUNA

751 W 4th Street • Kuna, ID 83634
(208) 922-5546 • www.kunacity.id.gov

City Council Public Comment Sign-In Sheet

September 2nd, 2025

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.

Name Michael Rocco	Name	Name
Address 1286 E Fort Erie St	Address	Address
City, State, ZIP KUNA 83634	City, State, ZIP	City, State, ZIP
Topic: $50,000 Replace Motor cycle	Topic:	Topic:
Name	Name	Name
Address	Address	Address
City, State, ZIP	City, State, ZIP	City, State, ZIP
Topic:	Topic:	Topic:
Name	Name	Name
Address	Address	Address
City, State, ZIP	City, State, ZIP	City, State, ZIP
Topic:	Topic:	Topic:
Name	Name	Name
Address	Address	Address
City, State, ZIP	City, State, ZIP	City, State, ZIP
Topic:	Topic:	Topic:

CITY OF KUNA

751 W 4th Street • Kuna, ID 83634

(208) 922-5546 • www.kunacity.id.gov

City Council Public Hearing Sign-In Sheet

September 2, 2025

Case No.: 25-01-ZC

Case Name: Wanner-Buckner/City of Kuna Rezone

☑ Testify ☐ NOT Testify	☐ Testify ☐ NOT Testify
Name Michael Rocco	Name
Address 1286 E. Fort Erie St	Address
City, State, ZIP KUNA 83634	City, State, ZIP
☑ Testify ☐ NOT Testify	☐ Testify ☐ NOT Testify
Name Tina Townley	Name
Address 2995 Meadow View Rd	Address
City, State, ZIP Kuna	City, State, ZIP
☑ Testify ☐ NOT Testify	☐ Testify ☐ NOT Testify
Name Rebecca Simmons	Name
Address 2035 E Thea Dr	Address
City, State, ZIP Kuna	City, State, ZIP
☑ Testify ☐ NOT Testify	☐ Testify ☐ NOT Testify
Name Jay A Zaw	Name
Address 412 E. Boise St	Address
City, State, ZIP Kuna.	City, State, ZIP

☐ Testify ☐ NOT Testify	☐ Testify ☐ NOT Testify
Name	Name
Address	Address
City, State, ZIP	City, State, ZIP
☐ Testify ☐ NOT Testify	☐ Testify ☐ NOT Testify
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Address	Address
City, State, ZIP	City, State, ZIP
☐ Testify ☐ NOT Testify	☐ Testify ☐ NOT Testify
Name	Name
Address	Address
City, State, Zip	City, State, Zip

CITY OF KUNA

751 W 4th Street • Kuna, ID 83634

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City Council Public Hearing Sign-In Sheet

September 2, 2025

Consideration to approve Resolution R48-2025 Meter Rental Fee and R49-2025 Updating Fee Structure for Modeling Support

Please print your name below & indicate if you would like to Testify or NOT Testify regarding this item.

☐ Testify ☐ NOT Testify	☐ Testify ☐ NOT Testify
Name	Name
Address	Address
City, State, ZIP	City, State, ZIP
☐ Testify ☐ NOT Testify	☐ Testify ☐ NOT Testify
Name	Name
Address	Address
City, State, ZIP	City, State, ZIP
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Name	Name
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Name	Name
Address	Address
City, State, Zip	City, State, Zip

CITY OF KUNA

751 W 4th Street • Kuna, ID 83634

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City Council Public Hearing Sign-In Sheet

September 2, 2025

Consideration to approve Resolution R66-2025 Amending Planning & Zoning and Building Fee Schedules

Please print your name below & indicate if you would like to Testify or NOT Testify regarding this item.

☐ Testify ☐ NOT Testify	☐ Testify ☐ NOT Testify
Name	Name
Address	Address
City, State, ZIP	City, State, ZIP
☐ Testify ☐ NOT Testify	☐ Testify ☐ NOT Testify
Name	Name
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Name	Name
Address	Address
City, State, ZIP	City, State, ZIP
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Name	Name
Address	Address
City, State, Zip	City, State, Zip

KUNA
IDAHO

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

EXECUTIVE SESSION
MINUTES
Tuesday, September 2, 2025

1.) Executive Session

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

Start Time: 19 : 40

Persons Present:	Title:
NATHAN STANLEY	CITY CLERK
Jared Empey	City Treasurer
Doug Hawson	P+Z DIRECTOR
Marc Bybee	City Attorney
Joe Stear	Mayor
MATTHEW BLOGS	CITY COUNCIL
CHRIS BRUCE	City Council
John LARRAWAY	city Council
Greg McPherson	City Council

Motion to Exit Executive Session By: BRUCE
Second on Motion to Exit Executive Session By: McPHERSON

All In Favor: _____, _____, _____, _____
All Opposed: _____, _____, _____, _____

End Time: 19 : 48

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
2M COMPANY, INC.												
1461	2M COMPANY, INC.	204044999-00	21561	FILTERS, D.ABBOTT, AUG.'25	08/29/2025	110.00	.00	01-6150 M & R - SYSTEM	1004	9/25		
Total 204044999-00:						110.00	.00					
1461	2M COMPANY, INC.	204045093-00		SPRINKLER PARTS, D.ABBOTT, AUG.'25	08/26/2025	87.57	.00	01-6150 M & R - SYSTEM	1004	9/25		
Total 204045093-00:						87.57	.00					
Total 2M COMPANY, INC.:						197.57	.00					
ADA COUNTY HIGHWAY DISTRICT (IMPACT)												
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	08312025ACH		ACHD IMPACT FEES, AUGUST 2025	09/05/2025	322,175.00	322,175.00	30-2081 ACHD IMPACT FEE	0	9/25	09/05/2025	
Total 08312025ACHDI:						322,175.00	322,175.00					
Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):						322,175.00	322,175.00					
ADA COUNTY HIGHWAY DISTRICT (RENT)												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	19665		475 W SHORTLINE SEPT RENT-WATER	09/04/2025	126.00	.00	20-6211 RENT - BUILDINGS & LAND	0	9/25		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	19665		475 W SHORTLINE SEPT RENT-PI	09/04/2025	54.00	.00	25-6211 RENT - BUILDINGS & LAND	0	9/25		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	19665		475 W SHORTLINE SEPT RENT-ADMIN	09/04/2025	148.50	.00	01-6211 RENT - BUILDINGS & LAND	1004	9/25		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	19665		475 W SHORTLINE SEPT RENT-SEWER	09/04/2025	121.50	.00	21-6211 RENT - BUILDINGS & LAND	0	9/25		

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 19665:						450.00	.00					
Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	.00					
ADA COUNTY SHERIFF'S OFFICE												
6	ADA COUNTY SHERIFF'S OFFICE	122858		KUNA PATROL CONTRACT SERVICES, SEP'25	09/02/2025	359,111.60	.00	01-6000 LAW ENFORCEMENT SERVICES	0	9/25		
Total 122858:						359,111.60	.00					
Total ADA COUNTY SHERIFF'S OFFICE:						359,111.60	.00					
AKK INVESTMENTS LLC												
2074	AKK INVESTMENTS LLC	I117457025669	21391	KUNA GUIDES COPIES, STAPLING, AND DESKTOP PUBLISHING, J. REED, AUG. 25	08/05/2025	637.25	.00	01-6165 OFFICE SUPPLIES	1004	9/25		
Total I1174570256698:						637.25	.00					
2074	AKK INVESTMENTS LLC	I117457025671	21560	INSPECTION LABELS FOR BUILDING DEPT, AUG.'25	08/29/2025	439.37	.00	01-6165 OFFICE SUPPLIES	1005	9/25		
Total I1174570256714:						439.37	.00					
2074	AKK INVESTMENTS LLC	I117457025671	21375	500 ROUGH PLUMBING TAGS, A. PETERSON, AUG. 25	08/05/2025	86.50	.00	01-6165 OFFICE SUPPLIES	1005	9/25		
Total I1174570256716:						86.50	.00					
Total AKK INVESTMENTS LLC:						1,163.12	.00					
ALPHA HOME PEST CONTROL, LLC												
1804	ALPHA HOME PEST CONTROL, LLC	105015		QUARTERLY PEST CONTROL CITY HALL-SEP'25 SEWER	09/04/2025	24.70	.00	21-6140 MAINT. & REPAIR BUILDING	0	9/25		
1804	ALPHA HOME PEST CONTROL, LLC	105015		QUARTERLY PEST CONTROL CITY HALL-SEP'25 PI	09/04/2025	9.50	.00	25-6140 MAINT. & REPAIR BUILDING	0	9/25		

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
1804	ALPHA HOME PEST CONTROL, LLC	105015		QUARTERLY PEST CONTROL CITY HALL-SEP'25 WATER	09/04/2025	24.70	.00	20-6140 MAINT. & REPAIR BUILDING	0	9/25		
1804	ALPHA HOME PEST CONTROL, LLC	105015		QUARTERLY PEST CONTROL CITY HALL-SEP'25 ADMIN	09/04/2025	36.10	.00	01-6140 MAINT. & REPAIR BUILDING	0	9/25		
Total 105015:						95.00	.00					
1804	ALPHA HOME PEST CONTROL, LLC	105016		QUARTERLY PEST CONTROL 371 SHORTLINE PARKS SEP'25	09/04/2025	95.00	.00	01-6140 MAINT. & REPAIR BUILDING	1004	9/25		
Total 105016:						95.00	.00					
1804	ALPHA HOME PEST CONTROL, LLC	105018		QUARTERLY PEST CONTROL 270 S ORCHARD AVE ART/HISTORY SEP'25	09/04/2025	95.00	.00	01-6140 MAINT. & REPAIR BUILDING	0	9/25		
Total 105018:						95.00	.00					
Total ALPHA HOME PEST CONTROL, LLC:						285.00	.00					
ANALYTICAL LABORATORIES												
1	ANALYTICAL LABORATORIES	2506904		TESTING SAMPLES, PROJECT #4010085,4010273 - AUG.'25 - SEWER	08/31/2025	57.00	.00	21-6152 M & R - LABORATORY COSTS	0	9/25		
1	ANALYTICAL LABORATORIES	2506904		TESTING SAMPLES, PROJECT #4010085,4010273 - AUG.'25 - E.KUNA	08/31/2025	5,705.25	.00	27-6152 M & R - LABORATORY COSTS	0	9/25		
1	ANALYTICAL LABORATORIES	2506904		TESTING SAMPLES, PROJECT #4010085,4010273 - AUG.'25 - WATER	08/31/2025	3,947.45	.00	20-6152 M & R - LABORATORY COSTS	0	9/25		
Total 2506904:						9,709.70	.00					
1	ANALYTICAL LABORATORIES	2506905		SAMPLE TESTING, AUG.'25 - KUNA WASTE WATER	08/31/2025	1,667.25	.00	21-6152 M & R - LABORATORY COSTS	0	9/25		

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1	ANALYTICAL LABORATORIES	2506905		SAMPLE TESTING, AUG.'25 - EAST KUNA	08/31/2025	727.70	.00	28-6152 M & R - LABORATORY COSTS	0	9/25		
Total 2506905:						2,394.95	.00					
Total ANALYTICAL LABORATORIES:						12,104.65	.00					
ASSOCIATION OF IDAHO CITIES												
8	ASSOCIATION OF IDAHO CITIES	200013619	21570	FALL DISTRICT MEETING, MAYOR, SEPT.'25	09/02/2025	50.00	50.00	01-6155 MEETINGS/COMMITTEES	0	9/25	09/05/2025	
Total 200013619:						50.00	50.00					
Total ASSOCIATION OF IDAHO CITIES:						50.00	50.00					
BI-MART CORPORATION												
1931	BI-MART CORPORATION	284900688003	21421	RAFFEL ITEMS FOR CANYON COUNTY PARAMEDICS, Z. MONTENEGRO, AUG. 25	08/08/2025	54.34	54.34	01-6135 PUBLIC ENTERTAINMENT	0	9/25	09/05/2025	
Total 284900688003:						54.34	54.34					
Total BI-MART CORPORATION:						54.34	54.34					
BPA HEALTH INC												
2357	BPA HEALTH INC	608574		EMPLOYEE ASSISTANCE PROGRAM AUGUST'25 WATER	09/01/2025	71.74	.00	20-5950 TEAM BUILDING, ONBOARDING	0	9/25		
2357	BPA HEALTH INC	608574		EMPLOYEE ASSISTANCE PROGRAM AUGUST'25 PI	09/01/2025	27.59	.00	25-5950 TEAM BUILDING, ONBOARDING	0	9/25		
2357	BPA HEALTH INC	608574		EMPLOYEE ASSISTANCE PROGRAM AUGUST'25 ADMIN	09/01/2025	104.87	.00	01-5950 TEAM BUILDING, ONBOARDING	0	9/25		
2357	BPA HEALTH INC	608574		EMPLOYEE ASSISTANCE PROGRAM AUGUST'25 SEWER	09/01/2025	71.74	.00	21-5950 TEAM BUILDING, ONBOARDING	0	9/25		

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 608574:						275.94	.00					
Total BPA HEALTH INC:						275.94	.00					
BUTTE FENCE INC												
2177	BUTTE FENCE INC	0125647-IN		FENCE FOR PATAGONIA PARK, AUG'25	08/28/2025	5,857.85	.00	50-6045 CONTINGENCY	0	9/25		
Total 0125647-IN:						5,857.85	.00					
2177	BUTTE FENCE INC	0125648-IN		FENCE PATAGONIA PARK, AUG'25	08/28/2025	31,257.05	.00	50-6045 CONTINGENCY	0	9/25		
Total 0125648-IN:						31,257.05	.00					
Total BUTTE FENCE INC:						37,114.90	.00					
CASELLE INC												
1239	CASELLE INC	INV-10420		MONTHLY CONTRACT SERVICES AND SUPPORT, 9/1-9/30/2025 - SEWER	09/02/2025	627.12	.00	21-6052 CONTRACT SERVICES	0	9/25		
1239	CASELLE INC	INV-10420		MONTHLY CONTRACT SERVICES AND SUPPORT, 9/1-9/30/2025 - ADMIN	09/02/2025	916.56	.00	01-6052 CONTRACT SERVICES	0	9/25		
1239	CASELLE INC	INV-10420		MONTHLY CONTRACT SERVICES AND SUPPORT, 9/1-9/30/2025 - PI	09/02/2025	241.20	.00	25-6052 CONTRACT SERVICES	0	9/25		
1239	CASELLE INC	INV-10420		MONTHLY CONTRACT SERVICES AND SUPPORT, 9/1-9/30/2025 - WATER	09/02/2025	627.12	.00	20-6052 CONTRACT SERVICES	0	9/25		
Total INV-10420:						2,412.00	.00					
Total CASELLE INC:						2,412.00	.00					
CENTURYLINK												

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
62	CENTURYLINK	333719768082		PARKS INTERNET 08/25-09/24/2025 AUG'25	08/25/2025	108.01	108.01	01-6255 TELEPHONE EXPENSE	1004	9/25	09/05/2025	
Total 33371976808252025:						108.01	108.01					
62	CENTURYLINK	509750209082		TREATMENT PLANT INTERNET 08/24-09/23/2025, AUG'25-SEWER	08/24/2025	43.60	43.60	21-6255 TELEPHONE EXPENSE	0	9/25	09/05/2025	
62	CENTURYLINK	509750209082		TREATMENT PLANT INTERNET 08/24-09/23/2025, AUG'25-PI	08/24/2025	16.62	16.62	25-6255 TELEPHONE EXPENSE	0	9/25	09/05/2025	
62	CENTURYLINK	509750209082		TREATMENT PLANT INTERNET 08/24-09/23/2025, AUG'25-WATER	08/24/2025	43.60	43.60	20-6255 TELEPHONE EXPENSE	0	9/25	09/05/2025	
Total 50975020908242025:						103.82	103.82					
Total CENTURYLINK:						211.83	211.83					
CHRISTENSEN INC												
2186	CHRISTENSEN INC	0744769-IN		802.70 GALLONS OF DIESEL AUG'25	08/26/2025	2,424.46	.00	21-6300 FUEL	0	9/25		
2186	CHRISTENSEN INC	0744769-IN		558.80 GALLONS OF UNLEADED AUG'25	08/26/2025	1,628.50	.00	21-6300 FUEL	0	9/25		
Total 0744769-IN:						4,052.96	.00					
Total CHRISTENSEN INC:						4,052.96	.00					
CLEARWATER ADVISORS LLC												
2332	CLEARWATER ADVISORS LLC	64551		MANAGEMENT FEE FOR 8/1/25 - 8/31/25-PI	09/03/2025	254.79	.00	25-6202 PROFESSIONAL SERVICES	0	9/25		
2332	CLEARWATER ADVISORS LLC	64551		MANAGEMENT FEE FOR 8/1/25 - 8/31/25-WATER	09/03/2025	662.45	.00	20-6202 PROFESSIONAL SERVICES	0	9/25		

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
2332	CLEARWATER ADVISORS LLC	64551		MANAGEMENT FEE FOR 8/1/25 - 8/31/25-SEWER	09/03/2025	662.45	.00	21-6202 PROFESSIONAL SERVICES	0	9/25		
2332	CLEARWATER ADVISORS LLC	64551		MANAGEMENT FEE FOR 8/1/25 - 8/31/25-ADMIN	09/03/2025	968.19	.00	01-6202 PROFESSIONAL SERVICES	0	9/25		
Total 64551:						2,547.88	.00					
Total CLEARWATER ADVISORS LLC:						2,547.88	.00					
CMIT SOLUTIONS CORP												
2014	CMIT SOLUTIONS CORP	11476		ELEVATE ESSENTIALS SERVICES FOR ALL DEPARTMENTS SEPT'25-ADMIN	09/01/2025	352.86	.00	01-6255 TELEPHONE EXPENSE	0	9/25		
2014	CMIT SOLUTIONS CORP	11476		CONTRACT IT SERVICES FOR ALL DEPARTMENTS SEPT'25-SEWER	09/01/2025	2,841.49	.00	21-6142 MAINT. & REPAIR - EQUIPMENT	0	9/25		
2014	CMIT SOLUTIONS CORP	11476		CONTRACT IT SERVICES FOR ALL DEPARTMENTS SEPT'25-WATER	09/01/2025	2,841.49	.00	20-6142 MAINT. & REPAIR - EQUIPMENT	0	9/25		
2014	CMIT SOLUTIONS CORP	11476		ELEVATE ESSENTIALS SERVICES FOR ALL DEPARTMENTS SEPT'25-SEWER	09/01/2025	327.66	.00	21-6255 TELEPHONE EXPENSE	0	9/25		
2014	CMIT SOLUTIONS CORP	11476		ELEVATE ESSENTIALS SERVICES FOR ALL DEPARTMENTS SEPT'25-P&Z	09/01/2025	126.02	.00	01-6255 TELEPHONE EXPENSE	1003	9/25		
2014	CMIT SOLUTIONS CORP	11476		ELEVATE ESSENTIALS SERVICES FOR ALL DEPARTMENTS SEPT'25-WATER	09/01/2025	327.66	.00	20-6255 TELEPHONE EXPENSE	0	9/25		
2014	CMIT SOLUTIONS CORP	11476		CONTRACT IT SERVICES FOR ALL DEPARTMENTS SEPT'25-PI	09/01/2025	1,092.88	.00	25-6142 MAINT. & REPAIR - EQUIPMENT	0	9/25		
2014	CMIT SOLUTIONS CORP	11476		ELEVATE ESSENTIALS SERVICES FOR ALL DEPARTMENTS SEPT'25-PI	09/01/2025	126.03	.00	25-6255 TELEPHONE EXPENSE	0	9/25		

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
2014	CMIT SOLUTIONS CORP	11476		CONTRACT IT SERVICES FOR ALL DEPARTMENTS SEPT'25-ADMIN	09/01/2025	4,152.94	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	9/25		
Total 11476:						12,189.03	.00					
2014	CMIT SOLUTIONS CORP	11488		NEW CHAMBERS COMPUTER SETUP,ACCESS POINT-AUG'25 WATER	09/02/2025	424.13	.00	20-6142 MAINT. & REPAIR - EQUIPMENT	0	9/25		
2014	CMIT SOLUTIONS CORP	11488		NEW CHAMBERS COMPUTER SETUP,ACCESS POINT-AUG'25 PI	09/02/2025	163.11	.00	25-6142 MAINT. & REPAIR - EQUIPMENT	0	9/25		
2014	CMIT SOLUTIONS CORP	11488		NEW CHAMBERS COMPUTER SETUP,ACCESS POINT-AUG'25 ADMIN	09/02/2025	619.88	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	9/25		
2014	CMIT SOLUTIONS CORP	11488		NEW CHAMBERS COMPUTER SETUP,ACCESS POINT-AUG'25 SEWER	09/02/2025	424.13	.00	21-6142 MAINT. & REPAIR - EQUIPMENT	0	9/25		
Total 11488:						1,631.25	.00					
Total CMIT SOLUTIONS CORP:						13,820.28	.00					
COMMERCIAL TIRE INC												
2204	COMMERCIAL TIRE INC	45-31868	21514	PRESSURE SENSOR FOR THE 2022 FORD EDGE, PUBLIC WORKS, AUG.'25 - SEWER	08/25/2025	15.60	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/25		
2204	COMMERCIAL TIRE INC	45-31868	21514	PRESSURE SENSOR FOR THE 2022 FORD EDGE, PUBLIC WORKS, AUG.'25 - P.I	08/25/2025	7.80	.00	25-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/25		
2204	COMMERCIAL TIRE INC	45-31868	21514	PRESSURE SENSOR FOR THE 2022 FORD EDGE, PUBLIC WORKS, AUG.'25 - WATER	08/25/2025	15.60	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/25		
2204	COMMERCIAL TIRE INC	45-31868	21514	PRESSURE SENSOR FOR THE 2022 FORD EDGE, PUBLIC WORKS, AUG.'25 - PARKS	08/25/2025	39.00	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	9/25		

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 45-31868:						78.00	.00					
2204	COMMERCIAL TIRE INC	45-31940	21553	DISPOSAL OF TIRES, B.VILLANUEVA, AUG.'25	08/27/2025	120.00	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	9/25		
Total 45-31940:						120.00	.00					
Total COMMERCIAL TIRE INC:						198.00	.00					
CORE & MAIN LP												
63	CORE & MAIN LP	W573832	21559	ANTENNAS AND GASKETS FOR WATER METERS, J.OSBORN, AUG.'25	08/29/2025	40,569.30	.00	20-6020 CAPITAL IMPROVEMENTS	0	9/25		
Total W573832:						40,569.30	.00					
63	CORE & MAIN LP	X627803	21559	METERS, GASKETS, AND ANTENNAS, J.OSBORN, AUG.'25	08/29/2025	41,576.00	.00	20-6020 CAPITAL IMPROVEMENTS	0	9/25		
Total X627803:						41,576.00	.00					
63	CORE & MAIN LP	X649677		METER BOXES FOR PITS, J.OSBORN, AUG.'25	08/29/2025	1,566.15	.00	20-6150 M & R - SYSTEM	0	9/25		
Total X649677:						1,566.15	.00					
63	CORE & MAIN LP	X658573		2 EA PROCODER ANTENNAS FOR WATER METERS, J.OSBORN, AUG.'25	09/03/2025	729.84	.00	20-6150 M & R - SYSTEM	0	9/25		
Total X658573:						729.84	.00					
Total CORE & MAIN LP:						84,441.29	.00					
CUSTOM ELECTRIC, INC.												

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
147	CUSTOM ELECTRIC, INC.	9577	21533	TROUBLESHOOTING AT SADIE PI STATION, AUG.'25	08/27/2025	210.00	.00	25-6150 M & R - SYSTEM (PI)	0	9/25		
Total 9577:						210.00	.00					
147	CUSTOM ELECTRIC, INC.	9578	21533	SERVER UPDATES AT TREAMENT PLANT, AUG.'25	08/27/2025	420.00	.00	20-6150 M & R - SYSTEM	0	9/25		
Total 9578:						420.00	.00					
147	CUSTOM ELECTRIC, INC.	9586	21608	MEGGERING WIRES FOR AIR SCOUR BLOWER, T. FLEMING, SEPT. 25	09/08/2025	280.00	.00	21-6150 M & R - SYSTEM	0	9/25		
Total 9586:						280.00	.00					
147	CUSTOM ELECTRIC, INC.	9588	21610	REPAIR AT SOUTH WEST BASIN, T. FLEMING, SEPT. 25	09/08/2025	3,523.97	.00	21-6150 M & R - SYSTEM	0	9/25		
Total 9588:						3,523.97	.00					
Total CUSTOM ELECTRIC, INC.:						4,433.97	.00					
D & B SUPPLY												
75	D & B SUPPLY	1558	21359	MOISTURE READER FOR SOIL, D. ABBOT, JULY 25	07/31/2025	14.99	14.99	01-6150 M & R - SYSTEM	1004	8/25	08/29/2025	
Total 1558:						14.99	14.99					
75	D & B SUPPLY	3068-2025	21133	NEW EMPLOYEE EQUIPMENT/CLOTHING, L SMITH, JUN.'25	06/30/2025	375.96	375.96	21-6285 UNIFORMS EXPENSE	0	8/25	08/29/2025	
Total 3068-2025:						375.96	375.96					
75	D & B SUPPLY	5687	21586	PARKS BLOWER REPAIR, S. HOWELL, AUG. 25	09/04/2025	216.98	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	9/25		

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 5687:						216.98	.00					
75	D & B SUPPLY	6767	21534	PAINT FOR BERNIE FISHER PARK, AUG.'25	08/27/2025	27.96	.00	01-6150 M & R - SYSTEM	1004	9/25		
Total 6767:						27.96	.00					
75	D & B SUPPLY	7702	21567	AIR TOOL FITTINGS, S.CAHILL, SEPT.25	09/02/2025	5.58	.00	01-6175 SMALL TOOLS	1004	9/25		
Total 7702:						5.58	.00					
75	D & B SUPPLY	7725	21569	LOCK FOR CHEMICAL SHED, J. PEREZ, SEPT. 25	09/02/2025	19.99	.00	01-6150 M & R - SYSTEM	1004	9/25		
Total 7725:						19.99	.00					
75	D & B SUPPLY	7726	21569	WORK GLOVES, J. PEREZ, SEPT. 25	09/02/2025	43.97	.00	01-6150 M & R - SYSTEM	1004	9/25		
Total 7726:						43.97	.00					
75	D & B SUPPLY	7976-2025	21591	SWEATSHIRT AND 2 PAIRS OF PANTS, P BRYNER AUG'25	09/04/2025	148.97	.00	01-6285 UNIFORMS EXPENSE	1004	9/25		
Total 7976-2025:						148.97	.00					
75	D & B SUPPLY	8189-2025	21106	AIR FILTER AND CARBURETOR FOR BLOWER, R.WARWICK, AUG.'25	06/25/2025	124.98	124.98	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	8/25	08/29/2025	
Total 8189-2025:						124.98	124.98					
75	D & B SUPPLY	8966	21549	BOLTS, WASP SPRAY, PAINT, J.PEREZ, AUG.'25	08/28/2025	50.51	.00	01-6150 M & R - SYSTEM	1004	9/25		

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 8966:						50.51	.00					
75	D & B SUPPLY	9002	21612	WORK PANTS FOR J. DURHAM, SEPT. 25	09/09/2025	36.99	.00	01-6285 UNIFORMS EXPENSE	1004	9/25		
Total 9002:						36.99	.00					
75	D & B SUPPLY	9052	21557	NEW EMPLOYEE UNIFORM/PANTS REPLACEMENT, B.REED, AUG.'25	08/29/2025	47.99	.00	01-6285 UNIFORMS EXPENSE	1004	9/25		
Total 9052:						47.99	.00					
75	D & B SUPPLY	9092		COIL CHAIN, J WARDEN AUG'25	08/29/2025	22.45	.00	01-6150 M & R - SYSTEM	1004	9/25		
Total 9092:						22.45	.00					
75	D & B SUPPLY	9246A	21555	SHOP SUPPLIES, J.WARDEN, AUG.'25	08/29/2025	38.97	.00	01-6150 M & R - SYSTEM	1004	9/25		
Total 9246A:						38.97	.00					
Total D & B SUPPLY:						1,176.29	515.93					
DEX IMAGING LLC												
2291	DEX IMAGING LLC	AR13917541		CONTRACT LEASE OVERAGE CHARGE, MODEL# MX-2651 SERIAL#03012172 TREATMENT PLANT AUG'25-ADMIN	09/04/2025	90.25	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	9/25		
2291	DEX IMAGING LLC	AR13917541		CONTRACT LEASE OVERAGE CHARGE, MODEL# MX-2651 SERIAL#03012172 TREATMENT PLANT AUG'25-PI	09/04/2025	2.01	.00	25-6142 MAINT. & REPAIR - EQUIPMENT	0	9/25		
2291	DEX IMAGING LLC	AR13917541		CONTRACT LEASE OVERAGE CHARGE, MODEL# MX-2651 SERIAL#03012172 TREATMENT								

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				PLANT AUG'25-WATER	09/04/2025	4.01	.00	20-6142 MAINT. & REPAIR - EQUIPMENT	0	9/25		
2291	DEX IMAGING LLC	AR13917541		CONTRACT LEASE CHARGE, MODEL# MX-2651 SERIAL#03012172 TREATMENT PLANT AUG'25 - WATER	09/04/2025	95.55	.00	20-6212 RENT - EQUIPMENT	0	9/25		
2291	DEX IMAGING LLC	AR13917541		CONTRACT LEASE OVERAGE CHARGE, MODEL# MX-2651 SERIAL#03012172 TREATMENT PLANT AUG'25-SEWER	09/04/2025	4.01	.00	21-6142 MAINT. & REPAIR - EQUIPMENT	0	9/25		
Total AR13917541:						195.83	.00					
2291	DEX IMAGING LLC	AR13917542		CONTRACT OVERAGE CHARGE, MODEL#IMC4500 SERIAL#3122R790389 CITY HALL AUG'25-WATER	09/04/2025	3.83	.00	20-6142 MAINT. & REPAIR - EQUIPMENT	0	9/25		
2291	DEX IMAGING LLC	AR13917542		CONTRACT OVERAGE CHARGE, MODEL#IMC4500 SERIAL#3122R790389 CITY HALL AUG'25-PI	09/04/2025	1.91	.00	25-6142 MAINT. & REPAIR - EQUIPMENT	0	9/25		
2291	DEX IMAGING LLC	AR13917542		CONTRACT LEASE CHARGE, MODEL#IMC4500 SERIAL#3122R790389 CITY HALL AUG'25	09/04/2025	433.94	.00	01-6212 RENT - EQUIPMENT	0	9/25		
2291	DEX IMAGING LLC	AR13917542		CONTRACT OVERAGE CHARGE, MODEL#IMC4500 SERIAL#3122R790389 CITY HALL AUG'25-SEWER	09/04/2025	3.83	.00	21-6142 MAINT. & REPAIR - EQUIPMENT	0	9/25		
2291	DEX IMAGING LLC	AR13917542		CONTRACT OVERAGE CHARGE, MODEL#IMC4500 SERIAL#3122R790389 CITY HALL AUG'25-ADMIN	09/04/2025	86.11	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	9/25		
Total AR13917542:						529.62	.00					
2291	DEX IMAGING LLC	AR13917543		CONTRACT OVERAGE CHARGE, MODEL#M406DN SERIAL#JPBDC08926 CITY HALL AUG'25-PI	09/04/2025	.37	.00	25-6142 MAINT. & REPAIR - EQUIPMENT	0	9/25		

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
2291	DEX IMAGING LLC	AR13917543		CONTRACT OVERAGE CHARGE, MODEL#M406DN SERIAL#JPBDC08926 CITY HALL AUG'25-ADMIN	09/04/2025	1.44	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	9/25		
2291	DEX IMAGING LLC	AR13917543		CONTRACT OVERAGE CHARGE, MODEL#M406DN SERIAL#JPBDC08926 CITY HALL AUG'25-WATER	09/04/2025	.99	.00	20-6142 MAINT. & REPAIR - EQUIPMENT	0	9/25		
2291	DEX IMAGING LLC	AR13917543		CONTRACT OVERAGE CHARGE, MODEL#M406DN SERIAL#JPBDC08926 CITY HALL AUG'25-SEWER	09/04/2025	.99	.00	21-6142 MAINT. & REPAIR - EQUIPMENT	0	9/25		
Total AR13917543:						3.79	.00					
2291	DEX IMAGING LLC	AR13917544		CONTRACT OVERAGE CHARGE, MODEL#M406DN SERIAL#JPBDC08926 CITY HALL AUG'25-SEWER	09/04/2025	.08	.00	21-6142 MAINT. & REPAIR - EQUIPMENT	0	9/25		
2291	DEX IMAGING LLC	AR13917544		CONTRACT OVERAGE CHARGE, MODEL#BP-C535WR SERIAL#43010858 CLERKS AUG'25-ADMIN	09/04/2025	1.71	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	9/25		
2291	DEX IMAGING LLC	AR13917544		CONTRACT OVERAGE CHARGE, MODEL#M406DN SERIAL#JPBDC08926 CITY HALL AUG'25-WATER	09/04/2025	.08	.00	20-6142 MAINT. & REPAIR - EQUIPMENT	0	9/25		
2291	DEX IMAGING LLC	AR13917544		CONTRACT OVERAGE CHARGE, MODEL#M406DN SERIAL#JPBDC08926 CITY HALL AUG'25-PI	09/04/2025	.03	.00	25-6142 MAINT. & REPAIR - EQUIPMENT	0	9/25		
2291	DEX IMAGING LLC	AR13917544		CONTRACT LEASE CHARGE, MODEL#M406DN SERIAL#JPBDC08926 CITY HALL AUG'25	09/04/2025	47.99	.00	01-6212 RENT - EQUIPMENT	0	9/25		
Total AR13917544:						49.89	.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 DEX IMAGING LLC:						779.13	.00					
DYNA PARTS LLC												
2115	DYNA PARTS LLC	323031	21552	WIPER BLADES FOR THE PARK'S RANGER, J.DURHAM, AUG.'25	08/27/2025	11.02	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	9/25		
Total 323031:						11.02	.00					
2115	DYNA PARTS LLC	323445	21588	CHAIN FOR MANURE SPREADER, B.VILLANUEVA, SEPT.'25	09/04/2025	217.67	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	9/25		
Total 323445:						217.67	.00					
2115	DYNA PARTS LLC	323528	21595	ADD LINKS FOR MANURE SPREADER, COTTER PINS, B VILLANUEVA AUG'25	09/05/2025	28.34	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	9/25		
Total 323528:						28.34	.00					
2115	DYNA PARTS LLC	323808	21618	TRAILER HITCH ADAPTER FOR AND HEATER HOSE FOR FLEET TRUCK 71, S HOWELL, SEPT. 25- SEWER	09/10/2025	8.11	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/25		
2115	DYNA PARTS LLC	323808	21618	TRAILER HITCH ADAPTER FOR AND HEATER HOSE FOR FLEET TRUCK 71, S HOWELL, SEPT. 25- P.I	09/10/2025	4.06	.00	25-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/25		
2115	DYNA PARTS LLC	323808	21618	TRAILER HITCH ADAPTER FOR AND HEATER HOSE FOR FLEET TRUCK 71, S HOWELL, SEPT. 25- WATER	09/10/2025	8.11	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/25		
2115	DYNA PARTS LLC	323808	21618	TRAILER HITCH ADAPTER FOR AND HEATER HOSE FOR FLEET TRUCK 71, S HOWELL, SEPT. 25- ADMIN	09/10/2025	20.29	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/25		

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 323808:						40.57	.00					
Total DYNA PARTS LLC:						297.60	.00					
ELECTRICAL CONTROLS & INSTRUMENTATION												
1744	ELECTRICAL CONTROLS & INSTRUMENTATION	08312025ECI		ELECTRICAL PERMITS, AUGUST 25	08/31/2025	19,949.40	19,949.40	01-6052 CONTRACT SERVICES	1005	9/25	09/05/2025	
Total 08312025ECI:						19,949.40	19,949.40					
Total ELECTRICAL CONTROLS & INSTRUMENTATION:						19,949.40	19,949.40					
ENDRESS+HAUSER, INC.												
1586	ENDRESS+HAUSER, INC.	6002740646	21548	PROSONIC PROBE, M.NADEAU, SEPT.25	09/05/2025	5,148.11	.00	21-6150 M & R - SYSTEM	0	9/25		
Total 6002740646:						5,148.11	.00					
Total ENDRESS+HAUSER, INC.:						5,148.11	.00					
EVENT RENT												
1263	EVENT RENT	77518		STAGE RENTAL, FREEDOM FIESTA, JULY 25	07/21/2025	3,561.92	.00	01-6135 PUBLIC ENTERTAINMENT	1004	9/25		
Total 77518:						3,561.92	.00					
Total EVENT RENT:						3,561.92	.00					
FATBEAM LLC												
1831	FATBEAM LLC	59741		MONTHLY RECURRING CHARGE 1M INTERNET SERVICE- WATER	09/01/2025	65.00	.00	20-6052 CONTRACT SERVICES	0	9/25		
1831	FATBEAM LLC	59741		MONTHLY RECURRING CHARGE 1M INTERNET SERVICE- PI	09/01/2025	25.00	.00	25-6052 CONTRACT SERVICES	0	9/25		

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
1831	FATBEAM LLC	59741		MONTHLY RECURRING CHARGE 1M INTERNET SERVICE- ADMIN	09/01/2025	95.00	.00	01-6052 CONTRACT SERVICES	0	9/25		
1831	FATBEAM LLC	59741		MONTHLY RECURRING CHARGE 1M INTERNET SERVICE- SEWER	09/01/2025	65.00	.00	21-6052 CONTRACT SERVICES	0	9/25		
Total 59741:						250.00	.00					
Total FATBEAM LLC:						250.00	.00					
FERGUSON ENTERPRISES INC												
219	FERGUSON ENTERPRISES INC	0920930	21070	PROP METER, FOR SEGO PRAIRIE, R.JONES, JUN.'25 - P.I	08/22/2025	788.84	.00	25-6150 M & R - SYSTEM (PI)	0	9/25		
219	FERGUSON ENTERPRISES INC	0920930	21070	PROP METER, FOR SEGO PRAIRIE, R.JONES, JUN.'25 - WATER	08/22/2025	3,155.35	.00	20-6150 M & R - SYSTEM	0	9/25		
Total 0920930:						3,944.19	.00					
219	FERGUSON ENTERPRISES INC	0934080		6 SHOVELS -AUG'25 WATER	08/20/2025	328.94	.00	20-6175 SMALL TOOLS	0	9/25		
219	FERGUSON ENTERPRISES INC	0934080		6 SHOVELS -AUG'25 PI	08/20/2025	82.24	.00	25-6175 SMALL TOOLS	0	9/25		
Total 0934080:						411.18	.00					
219	FERGUSON ENTERPRISES INC	0935382	21576	PVC FOR IRRIGATION, R.JONES, SEPT.'25	09/03/2025	119.16	.00	25-6150 M & R - SYSTEM (PI)	0	9/25		
Total 0935382:						119.16	.00					
219	FERGUSON ENTERPRISES INC	0935461	21580	SHRINK WRAP FOR GRAVITY IRRIGATION, M.DAVILA, SEPT.'25	09/03/2025	111.60	.00	25-6115 MAINT & REPAIR-SYSTEM-GRAVITY	0	9/25		

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 0935461:						111.60	.00					
Total FERGUSON ENTERPRISES INC:						4,586.13	.00					
GRANITE EXCAVATION INC												
1907	GRANITE EXCAVATION INC	37210	21564	CRIMSON POINT FORCE MAIN UPGRADES, T.FLEMING, AUG.'25	08/28/2025	5,248.39	.00	21-6150 M & R - SYSTEM	0	9/25		
Total 37210:						5,248.39	.00					
Total GRANITE EXCAVATION INC:						5,248.39	.00					
GREEN'S SAND & GRAVEL												
536	GREEN'S SAND & GRAVEL	153		TOP SOIL FOR PARKS, AUG '25	08/26/2025	350.00	.00	01-6150 M & R - SYSTEM	1004	9/25		
Total 153:						350.00	.00					
Total GREEN'S SAND & GRAVEL:						350.00	.00					
HACH COMPANY												
157	HACH COMPANY	14631117	21460	2 SHUT OFF SWITCHES, M NADEAU AUG'25	08/18/2025	667.10	.00	21-6150 M & R - SYSTEM	0	9/25		
Total 14631117:						667.10	.00					
157	HACH COMPANY	14638329	21460	1 REFRIGERATED BASE UNIT, M NADEAU AUG'25	08/22/2025	3,340.96	.00	21-6150 M & R - SYSTEM	0	9/25		
Total 14638329:						3,340.96	.00					
157	HACH COMPANY	14641900		SILICONE PUMP TUBING, M.NADEAU, AUG.'25	08/25/2025	205.09	.00	21-6150 M & R - SYSTEM	0	9/25		
Total 14641900:						205.09	.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
157	HACH COMPANY	14649733	21486	DIG SENSOR-M NADEAU AUG'25	08/29/2025	3,399.66	.00	21-6150 M & R - SYSTEM	0	9/25		
Total 14649733:						3,399.66	.00					
Total HACH COMPANY:						7,612.81	.00					
HDR ENGINEERING INC												
1646	HDR ENGINEERING INC	1200751921	21582	WELL TESTING EAST SEWER, S. HARMON AUG'25	08/29/2025	4,619.92	.00	28-6202 PROFESSIONAL SERVICES	0	9/25		
Total 1200751921:						4,619.92	.00					
Total HDR ENGINEERING INC:						4,619.92	.00					
HYDRAULIC CONTROLS INC												
2051	HYDRAULIC CONTROLS INC	02910693		TILT DECK TRAILER CYLINDER REPAIRS, SEPT.25	09/08/2025	434.48	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	9/25		
Total 02910693:						434.48	.00					
Total HYDRAULIC CONTROLS INC:						434.48	.00					
IDAHO POWER CO												
38	IDAHO POWER CO	08262025IP		ELECTRIC SERVICE, AUGUST 2025 -FARM	08/26/2025	6,108.77	6,108.77	21-6090 FARM EXPENDITURES	0	9/25	09/05/2025	
38	IDAHO POWER CO	08262025IP		ELECTRIC SERVICE, AUGUST 2025 -KUNA EAST SEWER	08/26/2025	2,326.32	2,326.32	28-6290 UTILITIES EXPENSE	0	9/25	09/05/2025	
38	IDAHO POWER CO	08262025IP		ELECTRIC SERVICE, AUGUST 2025 - WATER	08/26/2025	19,946.40	19,946.40	20-6290 UTILITIES EXPENSE	0	9/25	09/05/2025	
38	IDAHO POWER CO	08262025IP		ELECTRIC SERVICE, AUGUST 2025 -KUNA WATER	08/26/2025	7,207.92	7,207.92	27-6290 UTILITIES EXPENSE	0	9/25	09/05/2025	
38	IDAHO POWER CO	08262025IP		ELECTRIC SERVICE, AUGUST 2025 -PI	08/26/2025	2,224.15	2,224.15	25-6290 UTILITIES EXPENSE	0	9/25	09/05/2025	

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
38	IDAHO POWER CO	08262025IP		ELECTRIC SERVICE, AUGUST 2025 -SEWER	08/26/2025	7,133.58	7,133.58	21-6290 UTILITIES EXPENSE	0	9/25	09/05/2025	
Total 08262025IP:						44,947.14	44,947.14					
38	IDAHO POWER CO	08292025I		ELECTRIC SERVICE, AUGUST 2025 - FARM	08/29/2025	13,316.58	13,316.58	21-6090 FARM EXPENDITURES	0	8/25	08/29/2025	
38	IDAHO POWER CO	08292025I		ELECTRIC SERVICE, AUGUST 2025 - PARKS	08/29/2025	2,083.61	2,083.61	01-6290 UTILITIES EXPENSE	1004	8/25	08/29/2025	
38	IDAHO POWER CO	08292025I		ELECTRIC SERVICE, AUGUST 2025 - STREET LIGHTS	08/29/2025	2,072.88	2,072.88	01-6290 UTILITIES EXPENSE	1002	8/25	08/29/2025	
38	IDAHO POWER CO	08292025I		ELECTRIC SERVICE, AUGUST 2025 - ADMIN	08/29/2025	863.02	863.02	01-6290 UTILITIES EXPENSE	0	8/25	08/29/2025	
38	IDAHO POWER CO	08292025I		ELECTRIC SERVICE, AUGUST 2025 - WATER	08/29/2025	201.83	201.83	20-6290 UTILITIES EXPENSE	0	8/25	08/29/2025	
38	IDAHO POWER CO	08292025I		ELECTRIC SERVICE, AUGUST 2025 - IRRIGATION	08/29/2025	145.94	145.94	25-6290 UTILITIES EXPENSE	0	8/25	08/29/2025	
38	IDAHO POWER CO	08292025I		ELECTRIC SERVICE, AUGUST 2025 - SEWER	08/29/2025	219.66	219.66	21-6290 UTILITIES EXPENSE	0	8/25	08/29/2025	
Total 08292025I:						18,903.52	18,903.52					
Total IDAHO POWER CO:						63,850.66	63,850.66					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	663877	21412	AD#663877, PUBLIC NOTICE, CANDIDATE DEADLINE FILING, N, STANLEY, AUG. 25	08/22/2025	124.55	124.55	01-6125 LEGAL PUBLICATIONS	0	8/25	08/29/2025	
Total 663877:						124.55	124.55					
1802	IDAHO PRESS TRIBUNE, LLC	663878		AD#663878, PUBLIC HEARING NOTICE, PUBLIC WORKS MODELING FEE INCREASE, N.STANLEY, AUG.'25	08/22/2025	26.93	26.93	25-6125 LEGAL PUBLICATIONS	0	8/25	08/29/2025	

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
1802	IDAHO PRESS TRIBUNE, LLC	663878	21393	AD#663878, PUBLIC HEARING NOTICE, PUBLIC WORKS MODELING FEE INCREASE, N.STANLEY, AUG.'25	08/22/2025	70.72	70.72	20-6125 LEGAL PUBLICATIONS	0	8/25	08/29/2025	
1802	IDAHO PRESS TRIBUNE, LLC	663878		AD#663878, PUBLIC HEARING NOTICE, PUBLIC WORKS MODELING FEE INCREASE, N.STANLEY, AUG.'25	08/22/2025	70.72	70.72	21-6125 LEGAL PUBLICATIONS	0	8/25	08/29/2025	
Total 663878:						168.37	168.37					
1802	IDAHO PRESS TRIBUNE, LLC	663879	21393	AD#663879, PUBLIC HEARING NOTICE, WATER HYDRANT METER RATE INCREASE, N.STANLEY, AUG.'25	08/22/2025	168.37	168.37	20-6125 LEGAL PUBLICATIONS	0	8/25	08/29/2025	
Total 663879:						168.37	168.37					
1802	IDAHO PRESS TRIBUNE, LLC	665729	21444	AD#665729, PUBLIC NOTICE, P&Z / BUILDING FEES INCREASE, D.HANSON, AUG.'25	08/26/2025	50.02	50.02	01-6125 LEGAL PUBLICATIONS	1003	8/25	08/29/2025	
Total 665729:						50.02	50.02					
1802	IDAHO PRESS TRIBUNE, LLC	665861	21443	AD#665861, PUBLIC NOTICE, ORDINANCE 2025-18 SUMMARY NOTIFICATION, N. STANLEY, AUG. 25	08/22/2025	51.44	51.44	01-6125 LEGAL PUBLICATIONS	0	8/25	08/29/2025	
Total 665861:						51.44	51.44					
1802	IDAHO PRESS TRIBUNE, LLC	669064	21511	LEGAL NOTICE, GALLICA HEIGHTS SUB, T.VILLANUEVA, AUG.'25	08/29/2025	44.78	.00	01-6125 LEGAL PUBLICATIONS	1003	9/25		
Total 669064:						44.78	.00					
1802	IDAHO PRESS TRIBUNE, LLC	670945	21565	NEWBERRY PLACE SUB, CASE #25-05-S & 25-25-DR, T. VILLANUEVA, SEPT. 25	09/02/2025	38.86	.00	01-6125 LEGAL PUBLICATIONS	1003	9/25		

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 670945:						38.86	.00					
1802	IDAHO PRESS TRIBUNE, LLC	670958	21565	LEGAL NOTICE, CALIBER COLLISION, CASE #25-04-SUP, SEPT.'25	09/02/2025	39.60	.00	01-6125 LEGAL PUBLICATIONS	1003	9/25		
Total 670958:						39.60	.00					
Total IDAHO PRESS TRIBUNE, LLC:						685.99	562.75					
IDAHO TOOL & EQUIPMENT, INC.												
1667	IDAHO TOOL & EQUIPMENT, INC.	2509-097966	21574	BANDSAW BLADES, DRILL BIT, DISC FOR SHOP. S CAHILL AUG'25	09/03/2025	80.75	.00	01-6175 SMALL TOOLS	1004	9/25		
Total 2509-097966:						80.75	.00					
Total IDAHO TOOL & EQUIPMENT, INC.:						80.75	.00					
INSPECT LLC												
2335	INSPECT LLC	08312025I		PLUMBING PERMITS, AUGUST 25	08/31/2025	20,798.12	20,798.12	01-6052 CONTRACT SERVICES	1005	9/25	09/05/2025	
Total 08312025I:						20,798.12	20,798.12					
Total INSPECT LLC:						20,798.12	20,798.12					
INTEGRITY PUMP SOLUTIONS INC												
2032	INTEGRITY PUMP SOLUTIONS INC	Y25M9-690	21221	NEW PUMP XFP 100E, T. FLEMING, JULY 25	09/05/2025	9,673.00	.00	21-6150 M & R - SYSTEM	0	9/25		
Total Y25M9-690:						9,673.00	.00					
Total INTEGRITY PUMP SOLUTIONS INC:						9,673.00	.00					
INTERMOUNTAIN GAS CO												

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
37	INTERMOUNTAIN GAS CO	482128729082		NATURAL GAS CONSUMPTION FOR WELL#12, 7/29-8/26/2025	08/27/2025	29.69	29.69	20-6290 UTILITIES EXPENSE	0	9/25	09/05/2025	
Total 48212872908272025:						29.69	29.69					
37	INTERMOUNTAIN GAS CO	482135196082		NATURAL GAS CONSUMPTION FOR SENIOR CENTER, 7/29-8/26/2025-	08/27/2025	48.61	48.61	01-6290 UTILITIES EXPENSE	1001	9/25	09/05/2025	
Total 48213519608272025:						48.61	48.61					
37	INTERMOUNTAIN GAS CO	482327707082		NATURAL GAS CONSUMPTION FOR ART HISTORY, 7/29-8/26/2025	08/27/2025	8.24	8.24	01-6290 UTILITIES EXPENSE	0	9/25	09/05/2025	
Total 48232770708272025:						8.24	8.24					
37	INTERMOUNTAIN GAS CO	482634665082		NATURAL GAS CONSUMPTION FOR CITY HALL, 7/29-8/26/2025-SEWER	08/27/2025	5.21	5.21	21-6290 UTILITIES EXPENSE	0	9/25	09/05/2025	
37	INTERMOUNTAIN GAS CO	482634665082		NATURAL GAS CONSUMPTION FOR CITY HALL, 7/29-8/26/2025-WATER	08/27/2025	5.21	5.21	20-6290 UTILITIES EXPENSE	0	9/25	09/05/2025	
37	INTERMOUNTAIN GAS CO	482634665082		NATURAL GAS CONSUMPTION FOR CITY HALL, 7/29-8/26/2025-PI	08/27/2025	1.99	1.99	25-6290 UTILITIES EXPENSE	0	9/25	09/05/2025	
37	INTERMOUNTAIN GAS CO	482634665082		NATURAL GAS CONSUMPTION FOR CITY HALL, 7/29-8/26/2025-ADMIN	08/27/2025	7.61	7.61	01-6290 UTILITIES EXPENSE	0	9/25	09/05/2025	
Total 48263466508272025:						20.02	20.02					
37	INTERMOUNTAIN GAS CO	482746266082		NATURAL GAS CONSUMPTION FOR POLICE STATION, 7/29-8/26/2025	08/27/2025	12.20	12.20	01-6290 UTILITIES EXPENSE	0	9/25	09/05/2025	
Total 48274626608272025:						12.20	12.20					

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 INTERMOUNTAIN GAS CO:						118.76	118.76					
iWorQ SYSTEMS												
1661	iWorQ SYSTEMS	213404		COMMUNITY DEVELOPMENT,PAYMENT PROCESSING,DATA PACKAGE,MONTHLY UPDATES INTERNET SOFTWARE- OCT 2025-SEP 2026	09/02/2025	5,420.00	5,420.00	01-1500 PREPAID EXPENSES	0	9/25	09/05/2025	
Total 213404:						5,420.00	5,420.00					
Total iWorQ SYSTEMS:						5,420.00	5,420.00					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	08222025-082		SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 8/22-28/2025	08/29/2025	-1,487.06	-1,487.06	01-4170 FRANCHISE FEES	0	8/25	08/29/2025	
230	J & M SANITATION, INC.	08222025-082		SANITATION RECEIPT TRANSFER, 8/22-28/2025	08/29/2025	15,051.24	15,051.24	26-7000 SOLID WASTE SERVICE FEES	0	8/25	08/29/2025	
Total 08222025-08282025:						13,564.18	13,564.18					
230	J & M SANITATION, INC.	08292025-090		SANITATION RECEIPT TRANSFER, 08/29/-09/04/2025	09/05/2025	66,119.63	66,119.63	26-7000 SOLID WASTE SERVICE FEES	0	9/25	09/05/2025	
230	J & M SANITATION, INC.	08292025-090		SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 8/29-09/04/2025	09/05/2025	-6,532.62	-6,532.62	01-4170 FRANCHISE FEES	0	9/25	09/05/2025	
Total 08292025-09042025:						59,587.01	59,587.01					
230	J & M SANITATION, INC.	08312025JM		30 YD BOX PICKUP AND RENTAL AUG'25	08/01/2025	737.95	.00	01-6212 RENT - EQUIPMENT	1004	9/25		
230	J & M SANITATION, INC.	08312025JM		20 YD BOX PICKUP AND RENTAL AUG'25	08/01/2025	2.83	.00	21-6212 RENT - EQUIPMENT	0	9/25		
230	J & M SANITATION, INC.	08312025JM		SLUDGE REMOVAL FOR AUG'25	08/01/2025	11,501.16	.00	21-6153 M & R - SLUDGE				

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
								DISPOSAL	0	9/25		
Total 08312025JM:						12,241.94	.00					
Total J & M SANITATION, INC.:						85,393.13	73,151.19					
JONATHAN STRICKLAND												
1976	JONATHAN STRICKLAND	2347		MONTHLY JANITORIAL SERVICE, CITY HALL, SEPT. 25-SEWER	09/02/2025	189.28	.00	21-6025 JANITORIAL	0	9/25		
1976	JONATHAN STRICKLAND	2347		MONTHLY JANITORIAL SERVICE, CITY HALL, SEPT. 25-WATER	09/02/2025	189.28	.00	20-6025 JANITORIAL	0	9/25		
1976	JONATHAN STRICKLAND	2347		MONTHLY JANITORIAL SERVICE, CITY HALL, SEPT. 25-ADMIN	09/02/2025	276.64	.00	01-6025 JANITORIAL	0	9/25		
1976	JONATHAN STRICKLAND	2347		MONTHLY JANITORIAL SERVICE, CITY HALL, SEPT. 25-P.I	09/02/2025	72.80	.00	25-6025 JANITORIAL	0	9/25		
Total 2347:						728.00	.00					
1976	JONATHAN STRICKLAND	2348		MONTHLY JANITORIAL SERVICE, SENIOR CENTER, SEPT. 25	09/02/2025	446.00	.00	01-6025 JANITORIAL	1001	9/25		
Total 2348:						446.00	.00					
1976	JONATHAN STRICKLAND	2349		MONTHLY JANITORIAL SERVICE, TREATMENT PLANT, SEPT. 25- WATER	09/02/2025	168.00	.00	20-6025 JANITORIAL	0	9/25		
1976	JONATHAN STRICKLAND	2349		MONTHLY JANITORIAL SERVICE, TREATMENT PLANT, SEPT. 25- P.I	09/02/2025	64.00	.00	25-6025 JANITORIAL	0	9/25		
1976	JONATHAN STRICKLAND	2349		MONTHLY JANITORIAL SERVICE, TREATMENT PLANT, SEPT. 25- SEWER	09/02/2025	168.00	.00	21-6025 JANITORIAL	0	9/25		

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 2349:						400.00	.00					
1976	JONATHAN STRICKLAND	2350		MONTHLY JANITORIAL SERVICE, PARKS SHOP, SEPT. 25	09/02/2025	400.00	.00	01-6025 JANITORIAL	1004	9/25		
Total 2350:						400.00	.00					
Total JONATHAN STRICKLAND:						1,974.00	.00					
JWC ENVIRONMENTAL LLC												
1365	JWC ENVIRONMENTAL LLC	123464	20667	DISPLAY MODULE FOR PLANT UPGRADES, M.NADEAU, MAY'25	08/26/2025	10,833.57	.00	21-6150 M & R - SYSTEM	0	9/25		
Total 123464:						10,833.57	.00					
Total JWC ENVIRONMENTAL LLC:						10,833.57	.00					
KELLER ASSOCIATES, INC.												
429	KELLER ASSOCIATES, INC.	0252386		PROFESSIONAL SERVICES 07/01-26/2025, PATAGONIA PARK PHASE II 2-JULY'25	08/15/2025	300.00	.00	50-6045 CONTINGENCY	0	9/25		
Total 0252386:						300.00	.00					
429	KELLER ASSOCIATES, INC.	0252407		PROFESSIONAL SERVICES FOR CITY ENGINEER BASE NUMBER 07/01-26/2025,2-AUG'25-SEWER	08/15/2025	507.68	.00	21-6202 PROFESSIONAL SERVICES	0	9/25		
429	KELLER ASSOCIATES, INC.	0252407		PROFESSIONAL SERVICES FOR CITY ENGINEER BASE NUMBER 07/01-26/2025,2-AUG'25-PI	08/15/2025	193.39	.00	25-6202 PROFESSIONAL SERVICES	0	9/25		
429	KELLER ASSOCIATES, INC.	0252407		PROFESSIONAL SERVICES FOR CITY ENGINEER BASE NUMBER 07/01-26/2025,2-AUG'25-WATER	08/15/2025	507.68	.00	20-6202 PROFESSIONAL SERVICES	0	9/25		

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 0252407:						1,208.75	.00					
429	KELLER ASSOCIATES, INC.	0252408		PROFESSIONAL SERVICES FOR DEVELOPMENT PLAN REVIEW SUPPORT 07/01-07/26/25 TREATMENT PLANT, AUG'25-WATER	08/15/2025	914.03	.00	20-6202 PROFESSIONAL SERVICES	0	9/25		
429	KELLER ASSOCIATES, INC.	0252408		PROFESSIONAL SERVICES FOR DEVELOPMENT PLAN REVIEW SUPPORT 07/01-07/26/25 TREATMENT PLANT, AUG'25-SEWER	08/15/2025	914.03	.00	21-6202 PROFESSIONAL SERVICES	0	9/25		
429	KELLER ASSOCIATES, INC.	0252408		PROFESSIONAL SERVICES FOR DEVELOPMENT PLAN REVIEW SUPPORT 07/01-07/26/25 TREATMENT PLANT, AUG'25-PI	08/15/2025	348.19	.00	25-6202 PROFESSIONAL SERVICES	0	9/25		
Total 0252408:						2,176.25	.00					
429	KELLER ASSOCIATES, INC.	0252460		PROFESSIONAL SERVICES FOR J&M LIFT STATION FUTURE FORCE MAIN SIZING PER 07/01-07/26/25, AUG'25	08/15/2025	357.50	.00	21-6202 PROFESSIONAL SERVICES	0	9/25		
Total 0252460:						357.50	.00					
429	KELLER ASSOCIATES, INC.	0252461		PROFESSIONAL SERVICES FOR MASON CREEK TRUNKLINE PERMITTING 07/01-26/2025-AUG'25	08/15/2025	710.00	.00	21-6020 CAPITAL IMPROVEMENTS	0	9/25		
Total 0252461:						710.00	.00					
Total KELLER ASSOCIATES, INC.:						4,752.50	.00					
KEVIN CARLOCK												
2243	KEVIN CARLOCK	1003		50% DOWN PAYMENT FOR PATAGONIA RESTROOM ROOF-AUG'25	08/18/2025	11,681.45	11,681.45	50-6045 CONTINGENCY	0	9/25	09/05/2025	

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 1003:						11,681.45	11,681.45					
Total KEVIN CARLOCK:						11,681.45	11,681.45					
KM ENGINEERING LLP												
2174	KM ENGINEERING LLP	22-219-18		MASON CREEK SEWER PHASE 1, INVOICE CUTOFF DATE 06/07/2025	06/13/2025	1,477.50	.00	21-6020 CAPITAL IMPROVEMENTS	0	9/25		
Total 22-219-18:						1,477.50	.00					
Total KM ENGINEERING LLP:						1,477.50	.00					
KUNA JT. SCHOOL DISTRICT NO. 3												
199	KUNA JT. SCHOOL DISTRICT NO. 3	922025		FIBER OPTIC LEASE--AUGUST'25-SEWER	09/02/2025	78.00	.00	21-6255 TELEPHONE EXPENSE	0	9/25		
199	KUNA JT. SCHOOL DISTRICT NO. 3	922025		FIBER OPTIC LEASE--AUGUST'25-PI	09/02/2025	30.00	.00	25-6255 TELEPHONE EXPENSE	0	9/25		
199	KUNA JT. SCHOOL DISTRICT NO. 3	922025		FIBER OPTIC LEASE--AUGUST'25-WATER	09/02/2025	78.00	.00	20-6255 TELEPHONE EXPENSE	0	9/25		
199	KUNA JT. SCHOOL DISTRICT NO. 3	922025		FIBER OPTIC LEASE--AUGUST'25-ADMIN	09/02/2025	114.00	.00	01-6255 TELEPHONE EXPENSE	0	9/25		
Total 922025:						300.00	.00					
Total KUNA JT. SCHOOL DISTRICT NO. 3:						300.00	.00					
KUNA LUMBER												
499	KUNA LUMBER	A179779	21604	PVC COUPLING, NIPPLE AND PVC TEE , J. PEREZ SEPT. 25	09/08/2025	33.90	.00	01-6150 M & R - SYSTEM	1004	9/25		
Total A179779:						33.90	.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
499	KUNA LUMBER	A179800	21524	DOOR HANDLES AND TRIM FOR THE BASEBALL SNACK SHACK, J.ADAMS, AUG.'25	08/26/2025	131.44	.00	01-6150 M & R - SYSTEM	1004	9/25		
Total A179800:						131.44	.00					
499	KUNA LUMBER	A179806	21526	KEYS FOR SNACK SHACK, J.ADAMS, AUG.'25	08/26/2025	11.50	.00	01-6150 M & R - SYSTEM	1004	9/25		
Total A179806:						11.50	.00					
499	KUNA LUMBER	A179832	21543	IRRIGATION VALVE FOR THE FARM, T.GIRAUD, AUG.'25	08/27/2025	9.44	.00	21-6090 FARM EXPENDITURES	0	9/25		
Total A179832:						9.44	.00					
499	KUNA LUMBER	A179834	21539	PVC PARTS FOR THE FARM, T GIRAUD, AUG.'25	08/27/2025	-2.52	.00	21-6090 FARM EXPENDITURES	0	9/25		
Total A179834:						-2.52	.00					
499	KUNA LUMBER	A179852	21550	MOUSE TRAPS, J.BOSTON, AUG.'25	08/28/2025	10.78	.00	28-6150 M & R - SYSTEM	0	9/25		
Total A179852:						10.78	.00					
499	KUNA LUMBER	A179911	21577	15 AMP FUES FOR SPRINKLER REPAIR,WASP SPRAY, J LORENTZ AUG'25	09/03/2025	42.20	.00	01-6150 M & R - SYSTEM	1004	9/25		
Total A179911:						42.20	.00					
499	KUNA LUMBER	A179945	21590	PIPE ENDS, J.ADAMS, SEPT.25	09/04/2025	13.92	.00	01-6150 M & R - SYSTEM	1004	9/25		
Total A179945:						13.92	.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
499	KUNA LUMBER	A179981	21596	PAINT FOR A JIB, B. VILLANUEVA, SEPT. 25	09/05/2025	84.14	.00	01-6150 M & R - SYSTEM	1004	9/25		
Total A179981:						84.14	.00					
499	KUNA LUMBER	A180008	21598	CASTER WHEELS FOR WELDING TABLE, B. VILLANUEVA, SEPT. 25	09/08/2025	24.29	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	9/25		
Total A180008:						24.29	.00					
499	KUNA LUMBER	A180038	21611	MARKING PAINT, B. VILLANUEVA, SEPT. 25	09/09/2025	8.54	.00	01-6150 M & R - SYSTEM	1004	9/25		
Total A180038:						8.54	.00					
499	KUNA LUMBER	B179722	21461	HARDWARE TO INSTALL EYE WASH STATION AT LAGOONS, S. HOWELL, AUG. 25	08/14/2025	32.30	.00	21-6150 M & R - SYSTEM	0	9/25		
Total B179722:						32.30	.00					
499	KUNA LUMBER	B180001	21535	SPRINKLER PARTS FOR THE FARM, R. HENZE, AUG.'25	08/27/2025	70.51	.00	21-6090 FARM EXPENDITURES	0	9/25		
Total B180001:						70.51	.00					
499	KUNA LUMBER	B180009	21540	CONCRETE AND PAINT, FOR BERNIE FISHER PARK, AUG.'25	08/27/2025	344.01	.00	01-6150 M & R - SYSTEM	1004	9/25		
Total B180009:						344.01	.00					
499	KUNA LUMBER	B180011	21539	PVC PARTS FOR THE FARM, T GIRAUD, AUG.'25	08/27/2025	5.90	.00	21-6090 FARM EXPENDITURES	0	9/25		
Total B180011:						5.90	.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
499	KUNA LUMBER	B180047	21563	CHAIN LINKS FOR BERNIE FISHER PARK, AUG.'25	08/29/2025	12.20	.00	01-6150 M & R - SYSTEM	1004	9/25		
Total B180047:						12.20	.00					
499	KUNA LUMBER	B180188	21615	PARTS FOR PRESSURE WASHER, C.REGLI, SEPT.'25	09/09/2025	13.10	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	9/25		
Total B180188:						13.10	.00					
Total KUNA LUMBER:						845.65	.00					
KUNA MACHINE LLC												
1775	KUNA MACHINE LLC	3953	21551	STEEL SUPPLIES JIB FOR LOADER ATTACHMENT, C.REGLI, AUG.'25	08/28/2025	1,135.44	.00	01-6150 M & R - SYSTEM	1004	9/25		
Total 3953:						1,135.44	.00					
1775	KUNA MACHINE LLC	3954		SQUARE TUBING FOR THE FENCING AT BERNIE FISHER PARK, J.WARDEN, SEPT.'25	08/28/2025	21.60	.00	01-6150 M & R - SYSTEM	1004	9/25		
Total 3954:						21.60	.00					
Total KUNA MACHINE LLC:						1,157.04	.00					
KUNA RURAL FIRE DISTRICT (IMPACT)												
1944	KUNA RURAL FIRE DISTRICT (IMPACT)	08312025KRF		KRFD IMPACT FEES, AUGUST 25	08/31/2025	212,204.60	212,204.60	30-2082 KRFD IMPACT FEE	0	9/25	09/05/2025	
Total 08312025KRFDI:						212,204.60	212,204.60					
Total KUNA RURAL FIRE DISTRICT (IMPACT):						212,204.60	212,204.60					
LEONARD PETROLEUM EQUIPMENT OF BOISE LLC												

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
2223	LEONARD PETROLEUM EQUIPMENT OF BOISE LLC	45067	21556	TANK SERVICE, J.DURHAM, AUG.'25	08/28/2025	1,106.24	.00	01-6150 M & R - SYSTEM	1004	9/25		
Total 45067:						1,106.24	.00					
Total LEONARD PETROLEUM EQUIPMENT OF BOISE LLC:						1,106.24	.00					
MARKER INC												
2380	MARKER INC	8662		FENCE RENTAL OF WHERE THE RESTROOM WILL BE BUILT AT PATAGONIA PARK, SEPT. 25	09/01/2025	543.20	.00	50-6045 CONTINGENCY	0	9/25		
Total 8662:						543.20	.00					
Total MARKER INC:						543.20	.00					
MISCELLANEOUS #3												
2270	MISCELLANEOUS #3	08222025IDB2		ID B2R LLC, LANDSCAPING BOND RELEASE, CIRCINAE VALLEY	08/22/2025	24,375.00	24,375.00	30-2080 DEVELOPER DEPOSITS	0	8/25	08/29/2025	
Total 08222025IDB2R:						24,375.00	24,375.00					
2270	MISCELLANEOUS #3	08262025KLC		KUNA LUTHERAN CHURCH, LANDSCAPING BOND RELEASE, AUG.'25	08/26/2025	1,344.38	1,344.38	30-2080 DEVELOPER DEPOSITS	0	8/25	08/29/2025	
Total 08262025KLC:						1,344.38	1,344.38					
Total MISCELLANEOUS #3:						25,719.38	25,719.38					
MOTION INDUSTRIES, INC.												
1456	MOTION INDUSTRIES, INC.	ID09-00729375		ELECTRIC PARTS FOR FAN TREATMENT PLANT, SEPT'25	09/02/2025	57.53	.00	21-6150 M & R - SYSTEM	0	9/25		
Total ID09-00729375:						57.53	.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 MOTION INDUSTRIES, INC.:						57.53	.00					
NCC CONCRETE CONSTRUCTION LLC												
2338	NCC CONCRETE CONSTRUCTION LLC	1281	21583	POUR CONCRETE AT ORCHARD LIFT STATION, T. FLEMING, AUG. 25	08/31/2025	57,650.00	.00	21-6020 CAPITAL IMPROVEMENTS	0	9/25		
Total 1281:						57,650.00	.00					
Total NCC CONCRETE CONSTRUCTION LLC:						57,650.00	.00					
NORCO, INC.												
222	NORCO, INC.	0044503361	21575	WELDING ROD , GRINDING DISC FOR SHOP. S CAHILL AUG'25	09/03/2025	136.23	.00	01-6175 SMALL TOOLS	1004	9/25		
Total 0044503361:						136.23	.00					
Total NORCO, INC.:						136.23	.00					
O'REILLY AUTO ENTERPRISES LLC												
2121	O'REILLY AUTO ENTERPRISES LLC	5841-422044		OIL FILTERS AND WIPER BLADES FOR FLEET, J.DURHAM, AUG.'25- SEWER	08/27/2025	15.41	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/25		
2121	O'REILLY AUTO ENTERPRISES LLC	5841-422044	21554	OIL FILTERS AND WIPER BLADES FOR FLEET, J.DURHAM, AUG.'25- ADMIN	08/27/2025	38.53	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/25		
2121	O'REILLY AUTO ENTERPRISES LLC	5841-422044		OIL FILTERS AND WIPER BLADES FOR FLEET, J.DURHAM, AUG.'25- P.I	08/27/2025	7.71	.00	25-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/25		
2121	O'REILLY AUTO ENTERPRISES LLC	5841-422044	21554	OIL FILTERS AND WIPER BLADES FOR FLEET, J.DURHAM, AUG.'25- WATER	08/27/2025	15.41	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/25		
Total 5841-422044:						77.06	.00					
2121	O'REILLY AUTO ENTERPRISES LLC	5841-422177	21545	FILTERS FOR FLEET SHOP, J.DURHAM, AUG.'25- ADMIN	08/28/2025	46.88	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/25		

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
2121	O'REILLY AUTO ENTERPRISES LLC	5841-422177	21545	FILTERS FOR FLEET SHOP, J.DURHAM, AUG.'25- P.I	08/28/2025	9.37	.00	25-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/25		
2121	O'REILLY AUTO ENTERPRISES LLC	5841-422177	21545	FILTERS FOR FLEET SHOP, J.DURHAM, AUG.'25- SEWER	08/28/2025	18.75	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/25		
2121	O'REILLY AUTO ENTERPRISES LLC	5841-422177	21545	FILTERS FOR FLEET SHOP, J.DURHAM, AUG.'25- WATER	08/28/2025	18.75	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/25		
Total 5841-422177:						93.75	.00					
Total O'REILLY AUTO ENTERPRISES LLC:						170.81	.00					
PACIFIC STEEL												
584	PACIFIC STEEL	9129331	21602	METAL FOR FENCING, J.PEREZ, SEPT.'25	09/08/2025	715.93	.00	01-6150 M & R - SYSTEM	1004	9/25		
Total 9129331:						715.93	.00					
584	PACIFIC STEEL	9129409		FENCING MATERIAL FOR ASHTON ESTATES, SEPT. 25	09/08/2025	169.63	.00	01-6150 M & R - SYSTEM	1004	9/25		
Total 9129409:						169.63	.00					
Total PACIFIC STEEL:						885.56	.00					
RAPID FIRE PROTECTION INC												
2327	RAPID FIRE PROTECTION INC	6950764		ALARM MONITORING (SNOWHAWK, CEDAR, DANSKIN, BEST BATH, EJ CAJON, BUTLER, AND SEGO PRAIRIE) , 09/01-09/30/25- WATER	09/01/2025	221.41	.00	20-6150 M & R - SYSTEM	0	9/25		
2327	RAPID FIRE PROTECTION INC	6950764		ALARM MONITORING (SNOWHAWK, CEDAR, DANSKIN, BEST BATH, EJ CAJON, BUTLER, AND SEGO PRAIRIE) , 09/01-09/30/25- P.I	09/01/2025	55.35	.00	25-6150 M & R - SYSTEM (PI)	0	9/25		

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 6950764:						276.76	.00					
2327	RAPID FIRE PROTECTION INC	6950767		FIRE ALARM INSPECTIONS FOR THE TREATMENT PLANT, SEPT. 25- SEWER	09/01/2025	262.08	262.08	21-6150 M & R - SYSTEM	0	9/25	09/05/2025	
2327	RAPID FIRE PROTECTION INC	6950767		FIRE ALARM INSPECTIONS FOR THE TREATMENT PLANT, SEPT. 25- P.I	09/01/2025	99.84	99.84	25-6150 M & R - SYSTEM (PI)	0	9/25	09/05/2025	
2327	RAPID FIRE PROTECTION INC	6950767		FIRE ALARM INSPECTIONS FOR THE TREATMENT PLANT, SEPT. 25- WATER	09/01/2025	262.08	262.08	20-6150 M & R - SYSTEM	0	9/25	09/05/2025	
Total 6950767:						624.00	624.00					
Total RAPID FIRE PROTECTION INC:						900.76	624.00					
REXEL USA, INC.												
1613	REXEL USA, INC.	6012998	21499	LIGHTS FOR THE PLANT, S. HOWELL, AUG. 25- WATER	09/04/2025	15.62	.00	20-6140 MAINT. & REPAIR BUILDING	0	9/25		
1613	REXEL USA, INC.	6012998		LIGHTS FOR THE PLANT, S. HOWELL, AUG. 25- SEWER	09/04/2025	15.62	.00	21-6140 MAINT. & REPAIR BUILDING	0	9/25		
1613	REXEL USA, INC.	6012998		LIGHTS FOR THE PLANT, S. HOWELL, AUG. 25- P.I	09/04/2025	5.93	.00	25-6140 MAINT. & REPAIR BUILDING	0	9/25		
Total 6012998:						37.17	.00					
1613	REXEL USA, INC.	6O24599	21515	CONDUIT HOSE, M.NADEAU, AUG.'25	08/25/2025	13.53	.00	21-6150 M & R - SYSTEM	0	9/25		
Total 6O24599:						13.53	.00					
Total REXEL USA, INC.:						50.70	.00					
RICOH USA, INC. (MAINTENANCE)												
1422	RICOH USA, INC. (MAINTENANCE)	5071933319		COPIER CHARGES, MODEL #IMC2000, SERIAL #C86262110 08/01-08/31/25- PARKS OFFICE	09/01/2025	19.22	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	9/25		

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 5071933319:						19.22	.00					
Total RICOH USA, INC. (MAINTENANCE):						19.22	.00					
ROCKY MOUNTAIN STEEL INC												
2230	ROCKY MOUNTAIN STEEL INC	322096	21538	STEEL FOR FENCE AT BERNIE FISHER PARK, S.CAHILL, AUG.'25	08/27/2025	337.15	.00	01-6150 M & R - SYSTEM	1004	9/25		
Total 322096:						337.15	.00					
2230	ROCKY MOUNTAIN STEEL INC	322533	21579	FENCE CAP, TABS, D RINGS, AND CHAINS FOR THE SHOP, S CAHILL AUG'25	09/03/2025	277.52	.00	01-6150 M & R - SYSTEM	1004	9/25		
Total 322533:						277.52	.00					
2230	ROCKY MOUNTAIN STEEL INC	322889		CREDIT/RETURN OF WELD ON TABS ON INVOICE 322533, SEPT. 25	09/08/2025	-101.46	.00	01-6150 M & R - SYSTEM	1004	9/25		
Total 322889:						-101.46	.00					
Total ROCKY MOUNTAIN STEEL INC:						513.21	.00					
SAFEBUILT LLC												
2173	SAFEBUILT LLC	2326873		CITY INSPECTIONS, 08/01-08/29/25	08/31/2025	14,962.50	.00	01-6052 CONTRACT SERVICES	1005	9/25		
Total 2326873:						14,962.50	.00					
2173	SAFEBUILT LLC	2327201		META INSPECTIONS 08/01-08/27/25	08/31/2025	3,301.25	.00	01-6052 CONTRACT SERVICES	1005	9/25		

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 2327201:						3,301.25	.00					
2173	SAFEBUILT LLC	2367228		COMMERCIAL/MECHANICAL REVIEW INSPECTIONS, EZEE LAUNDRY PERMIT #48931, KUNA APTS. CLUBHOUSE PERMIT #49170, & PACIFIC DENTAL PERMIT #49365, AUG. 25	08/31/2025	475.00	.00	01-6052 CONTRACT SERVICES	1005	9/25		
Total 2367228:						475.00	.00					
Total SAFEBUILT LLC:						18,738.75	.00					
SEID CRANE SERVICE, INC												
1766	SEID CRANE SERVICE, INC	23009	21529	LOADED GENERATOR TO TAKE TO CAT FOR REPAIR, T.FLEMING, AUG.'25	09/05/2025	400.00	.00	21-6150 M & R - SYSTEM	0	9/25		
Total 23009:						400.00	.00					
Total SEID CRANE SERVICE, INC:						400.00	.00					
SENTRY SECURITY MONITORING LLC												
1860	SENTRY SECURITY MONITORING LLC	20440		COMMERCIAL FIRE STATION MONITORING CELLULAR COMMUNICATOR SERVICE FOR CITY HALL, 10/01/25-03/31/26- WATER	09/01/2025	80.34	.00	20-1500 PREPAID EXPENSES	0	9/25		
1860	SENTRY SECURITY MONITORING LLC	20440		COMMERCIAL FIRE STATION MONITORING CELLULAR COMMUNICATOR SERVICE FOR CITY HALL, 10/01/25-03/31/26- P.I	09/01/2025	30.90	.00	25-1500 PREPAID EXPENSES	0	9/25		
1860	SENTRY SECURITY MONITORING LLC	20440		COMMERCIAL FIRE STATION MONITORING CELLULAR COMMUNICATOR SERVICE FOR CITY HALL, 10/01/25-03/31/26- SEWER	09/01/2025	80.34	.00	21-1500 PREPAID EXPENSES	0	9/25		

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
1860	SENTRY SECURITY MONITORING LLC	20440		COMMERCIAL FIRE STATION MONITORING CELLULAR COMMUNICATOR SERVICE FOR CITY HALL, 10/01/25-03/31/26- ADMIN	09/01/2025	117.42	.00	01-1500 PREPAID EXPENSES	0	9/25		
Total 20440:						309.00	.00					
Total SENTRY SECURITY MONITORING LLC:						309.00	.00					
SIMPLOT TURF & HORTICULTURE												
491	SIMPLOT TURF & HORTICULTURE	216082707		FERTILIZER FOR PARKS, AUG. 25	08/28/2025	3,112.00	.00	01-6150 M & R - SYSTEM	1004	9/25		
Total 216082707:						3,112.00	.00					
Total SIMPLOT TURF & HORTICULTURE:						3,112.00	.00					
SOUTHWEST OFFICE SUPPLY INC												
2213	SOUTHWEST OFFICE SUPPLY INC	WO-205511-1	21605	SOAP AND AIR FRESHENER FOR CITY HALL, A. PETERSON, SEPT. 25- WATER	09/05/2025	56.54	.00	20-6025 JANITORIAL	0	9/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-205511-1	21605	KLEENEX FOR CITY HALL, A. PETERSON, SEPT. 25- P.I	09/05/2025	3.46	.00	25-6165 OFFICE SUPPLIES	0	9/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-205511-1	21605	KLEENEX FOR CITY HALL, A. PETERSON, SEPT. 25- ADMIN	09/05/2025	13.22	.00	01-6165 OFFICE SUPPLIES	0	9/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-205511-1	21605	KLEENEX FOR CITY HALL, A. PETERSON, SEPT. 25	09/05/2025	9.05	.00	20-6165 OFFICE SUPPLIES	0	9/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-205511-1	21605	KLEENEX FOR CITY HALL, A. PETERSON, SEPT. 25- SEWER	09/05/2025	9.05	.00	21-6165 OFFICE SUPPLIES	0	9/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-205511-1	21605	SOAP AND AIR FRESHENER FOR CITY HALL, A. PETERSON, SEPT. 25- P.I	09/05/2025	21.73	.00	25-6025 JANITORIAL	0	9/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-205511-1	21605	SOAP AND AIR FRESHENER FOR CITY HALL, A. PETERSON, SEPT. 25- SEWER	09/05/2025	56.54	.00	21-6025 JANITORIAL	0	9/25		

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
2213	SOUTHWEST OFFICE SUPPLY INC	WO-205511-1	21605	SOAP AND AIR FRESHENER FOR CITY HALL, A. PETERSON, SEPT. 25- ADMIN	09/05/2025	82.63	.00	01-6025 JANITORIAL	0	9/25		
Total WO-205511-1:						252.22	.00					
2213	SOUTHWEST OFFICE SUPPLY INC	WO-205511-2	21605	PAPER TOWELS, FOR CITY HALL, A. PETERSON, SEPT. 25- WATER	09/08/2025	36.41	.00	20-6025 JANITORIAL	0	9/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-205511-2	21605	PAPER TOWELS, FOR CITY HALL, A. PETERSON, SEPT. 25- ADMIN	09/08/2025	53.22	.00	01-6025 JANITORIAL	0	9/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-205511-2	21605	PAPER TOWELS, FOR CITY HALL, A. PETERSON, SEPT. 25- SEWER	09/08/2025	36.41	.00	21-6025 JANITORIAL	0	9/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-205511-2		PAPER TOWELS, FOR CITY HALL, A. PETERSON, SEPT. 25- P.I	09/08/2025	13.99	.00	25-6025 JANITORIAL	0	9/25		
Total WO-205511-2:						140.03	.00					
Total SOUTHWEST OFFICE SUPPLY INC:						392.25	.00					
STALLS AND STRIPES INC												
2372	STALLS AND STRIPES INC	2640		LAYOUT AND STRIPE AT WINCHESTER PARK BASKET BALL COURT, AUG. 25	08/29/2025	650.00	650.00	40-6020 CAPITAL IMPROVEMENTS	0	9/25	09/05/2025	
Total 2640:						650.00	650.00					
Total STALLS AND STRIPES INC:						650.00	650.00					
SUNCORE CONSTRUCTION & MATERIALS INC												
1826	SUNCORE CONSTRUCTION & MATERIALS INC	41438069		SAND FOR PARKS, M. PRICE, AUG. 25	08/28/2025	300.14	.00	01-6150 M & R - SYSTEM	1004	9/25		
Total 41438069:						300.14	.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 SUNCORE CONSTRUCTION & MATERIALS INC:						300.14	.00					
TAYLOR CORPORATION												
1435	TAYLOR CORPORATION	255156501	21498	5,000 WINDOW ENVELOPES, A. PETERSON, AUG. 25- SEWER	08/25/2025	66.26	.00	21-6165 OFFICE SUPPLIES	0	9/25		
1435	TAYLOR CORPORATION	255156501	21498	5,000 WINDOW ENVELOPES, A. PETERSON, AUG. 25- WATER	08/25/2025	66.26	.00	20-6165 OFFICE SUPPLIES	0	9/25		
1435	TAYLOR CORPORATION	255156501	21498	5,000 WINDOW ENVELOPES, A. PETERSON, AUG. 25- P.I	08/25/2025	25.48	.00	25-6165 OFFICE SUPPLIES	0	9/25		
1435	TAYLOR CORPORATION	255156501	21498	5,000 WINDOW ENVELOPES, A. PETERSON, AUG. 25- ADMIN	08/25/2025	96.84	.00	01-6165 OFFICE SUPPLIES	0	9/25		
Total 255156501:						254.84	.00					
1435	TAYLOR CORPORATION	255356428	21571	250 BUSINESS CARDS FOR MAYOR STEAR, Z. MONTENEGRO, SEPT. 25- SEWER	09/03/2025	1.16	.00	21-6165 OFFICE SUPPLIES	0	9/25		
1435	TAYLOR CORPORATION	255356428	21571	250 BUSINESS CARDS FOR MAYOR STEAR, Z. MONTENEGRO, SEPT. 25- ADMIN	09/03/2025	26.16	.00	01-6165 OFFICE SUPPLIES	0	9/25		
1435	TAYLOR CORPORATION	255356428	21571	250 BUSINESS CARDS FOR MAYOR STEAR, Z. MONTENEGRO, SEPT. 25- P.I	09/03/2025	.58	.00	25-6165 OFFICE SUPPLIES	0	9/25		
1435	TAYLOR CORPORATION	255356428	21571	250 BUSINESS CARDS FOR MAYOR STEAR, Z. MONTENEGRO, SEPT. 25- WATER	09/03/2025	1.16	.00	20-6165 OFFICE SUPPLIES	0	9/25		
Total 255356428:						29.06	.00					
Total TAYLOR CORPORATION:						283.90	.00					
TIMBER CREEK RECYCLING LLC												
2018	TIMBER CREEK RECYCLING LLC	T14506	21527	TREE WASTE REMOVAL, K PETERSON, AUG.'25	08/31/2025	45.30	.00	01-6150 M & R - SYSTEM	1004	9/25		

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 T14506:						45.30	.00					
Total TIMBER CREEK RECYCLING LLC:						45.30	.00					
TMI GROUP INC												
2171	TMI GROUP INC	94230		CLUTCH AND DRIVE BELT REPAIR ON KPD HARLEY VIN# 1HD1FMP16PB603363, AUG 25	08/26/2025	1,109.72	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/25		
Total 94230:						1,109.72	.00					
2171	TMI GROUP INC	94485		15,000 MILE SERVICE 2023 KPD HARLEY VIN# 1HD1FMP16PB603363, AUG 25	08/26/2025	560.48	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/25		
Total 94485:						560.48	.00					
Total TMI GROUP INC:						1,670.20	.00					
U.S. BANK (VISA)												
1444	U.S. BANK (VISA)	113452081001	21321	AMAZON, HARD HATS FOR LOCATORS, D. CROSSLEY, JULY 25- P.I	07/27/2025	6.26	.00	25-6285 UNIFORMS EXPENSE	0	9/25		
1444	U.S. BANK (VISA)	113452081001	21321	AMAZON, HARD HATS FOR LOCATORS, D. CROSSLEY, JULY 25- SEWER	07/27/2025	16.47	.00	21-6285 UNIFORMS EXPENSE	0	9/25		
1444	U.S. BANK (VISA)	113452081001	21321	AMAZON, HARD HATS FOR LOCATORS, D. CROSSLEY, JULY 25- WATER	07/27/2025	16.47	.00	20-6285 UNIFORMS EXPENSE	0	9/25		
Total 11345208100113788289:						39.20	.00					
1444	U.S. BANK (VISA)	113452171001	21392	CASELLE, CONFERENCE REGISTRATION FOR J. EMPEY, AUG. 25- ADMIN	08/05/2025	162.25	.00	01-6265 TRAINING & SCHOOLING EXPENSE	0	9/25		
1444	U.S. BANK (VISA)	113452171001	21392	CASELLE, CONFERENCE REGISTRATION FOR J. EMPEY, AUG. 25- P.I	08/05/2025	58.41	.00	25-6265 TRAINING & SCHOOLING EXPENSE	0	9/25		

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
1444	U.S. BANK (VISA)	113452171001	21392	CASELLE, CONFERENCE REGISTRATION FOR J. EMPEY, AUG. 25- SEWER	08/05/2025	214.17	.00	21-6265 TRAINING & SCHOOLING EXPENSE	0	9/25		
1444	U.S. BANK (VISA)	113452171001	21392	CASELLE, CONFERENCE REGISTRATION FOR J. EMPEY, AUG. 25- WATER	08/05/2025	214.17	.00	20-6265 TRAINING & SCHOOLING EXPENSE	0	9/25		
Total 11345217100123092051:						649.00	.00					
1444	U.S. BANK (VISA)	113452181000	21388	PVC FITTING, SWING CHECK VALVE FOR SPLASH PAD IRRIGATION VAULT,J LORENTZ AUG'25	08/05/2025	205.61	.00	01-6150 M & R - SYSTEM	1004	9/25		
Total 11345218100014119657:						205.61	.00					
1444	U.S. BANK (VISA)	113452221000	21419	AMAZON, TIE DOWNS FOR SIDE X SIDE, A. GOODWIN, AUG. 25	08/10/2025	49.64	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	9/25		
Total 11345222100098201623:						49.64	.00					
1444	U.S. BANK (VISA)	113452261001	21458	AMAZON, WATER COOLER FOR HISTORY CENTER, A. PETERSON, AUG. 25	08/14/2025	179.99	.00	01-6165 OFFICE SUPPLIES	0	9/25		
Total 11345226100101673418:						179.99	.00					
1444	U.S. BANK (VISA)	113452351001		CASELLE, CREDIT REFUND ISSUED FOR J. EMPEY CASELLE CONFERENCE, AUG. 25- ADMIN	08/22/2025	-162.25	.00	01-6265 TRAINING & SCHOOLING EXPENSE	0	9/25		
1444	U.S. BANK (VISA)	113452351001		CASELLE, CREDIT REFUND ISSUED FOR J. EMPEY CASELLE CONFERENCE, AUG. 25- P.I	08/22/2025	-58.41	.00	25-6265 TRAINING & SCHOOLING EXPENSE	0	9/25		
1444	U.S. BANK (VISA)	113452351001		CASELLE, CREDIT REFUND ISSUED FOR J. EMPEY CASELLE CONFERENCE, AUG. 25- SEWER	08/22/2025	-214.17	.00	21-6265 TRAINING & SCHOOLING EXPENSE	0	9/25		

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
1444	U.S. BANK (VISA)	113452351001		CASELLE, CREDIT REFUND ISSUED FOR J. EMPEY CASELLE CONFERENCE, AUG. 25- WATER	08/22/2025	-214.17	.00	20-6265 TRAINING & SCHOOLING EXPENSE	0	9/25		
Total 1134523510015321946:						-649.00	.00					
1444	U.S. BANK (VISA)	225952130270	21373	CLEAN EARTH, RECYCLED UV BULBS, M. NADEAU, AUG. 25	08/01/2025	216.72	.00	21-6150 M & R - SYSTEM	0	9/25		
Total 22595213027012488787:						216.72	.00					
1444	U.S. BANK (VISA)	316852174327	21387	CHEF STORE,COFFEE SUPPLIES FOR PARKS, A BILLINGS-AUG'25	08/05/2025	181.40	.00	01-6165 OFFICE SUPPLIES	1004	9/25		
Total 31685217432798161751:						181.40	.00					
1444	U.S. BANK (VISA)	316852284451	21471	ALBERTSONS, WATER BOTTLES FOR SPECIAL EVENTS, A. GOODWIN, AUG. 25	08/15/2025	10.47	.00	01-6135 PUBLIC ENTERTAINMENT	1004	9/25		
Total 31685228445196865010:						10.47	.00					
1444	U.S. BANK (VISA)	330952320764	21493	IDAHO.GOV, WASTE WATER AND COLLECTION LICENSE RENEWAL FOR J. BOSTON, AUG. 25	08/19/2025	60.00	.00	21-6265 TRAINING & SCHOOLING EXPENSE	0	9/25		
Total 33095232076448010979:						60.00	.00					
1444	U.S. BANK (VISA)	430152300102		HOME DEPOT, AIR DEFLECTOR COVER FOR S. BARKER, AUG. 25	08/17/2025	66.77	.00	01-6140 MAINT. & REPAIR BUILDING	1005	9/25		
Total 43015230010215136531:						66.77	.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
1444	U.S. BANK (VISA)	450052193006	21397	PSHRA IDAHO, ONE DAY CONFERENCE FOR N.STAUFFER AND J. EDINGER, AUG. 25- WATER	08/07/2025	33.00	.00	20-6265 TRAINING & SCHOOLING EXPENSE	0	9/25		
1444	U.S. BANK (VISA)	450052193006	21397	PSHRA IDAHO, ONE DAY CONFERENCE FOR N.STAUFFER AND J. EDINGER, AUG. 25- P.I	08/07/2025	9.00	.00	25-6265 TRAINING & SCHOOLING EXPENSE	0	9/25		
1444	U.S. BANK (VISA)	450052193006	21397	PSHRA IDAHO, ONE DAY CONFERENCE FOR N.STAUFFER AND J. EDINGER, AUG. 25- SEWER	08/07/2025	33.00	.00	21-6265 TRAINING & SCHOOLING EXPENSE	0	9/25		
1444	U.S. BANK (VISA)	450052193006	21397	PSHRA IDAHO, ONE DAY CONFERENCE FOR N.STAUFFER AND J. EDINGER, AUG. 25- ADMIN	08/07/2025	25.00	.00	01-6265 TRAINING & SCHOOLING EXPENSE	0	9/25		
Total 45005219300601719530:						100.00	.00					
1444	U.S. BANK (VISA)	450052210009	21420	DOLLAR TREE, RAFFEL ITMES FOR CANYON COUNTY PARAMEDICS, Z. MONTENEGRO, AUG. 25	08/08/2025	7.95	.00	01-6135 PUBLIC ENTERTAINMENT	0	9/25		
Total 45005221000983585832:						7.95	.00					
1444	U.S. BANK (VISA)	476052185007		THE FLOWER PLACE, FLOWERS FOR J. LARAWAY, AUG. 25- SEWER	08/05/2025	3.74	.00	21-5950 TEAM BUILDING, ONBOARDING	0	9/25		
1444	U.S. BANK (VISA)	476052185007		THE FLOWER PLACE, FLOWERS FOR J. LARAWAY, AUG. 25- ADMIN	08/05/2025	84.13	.00	01-5950 TEAM BUILDING, ONBOARDING	0	9/25		
1444	U.S. BANK (VISA)	476052185007		THE FLOWER PLACE, FLOWERS FOR J. LARAWAY, AUG. 25- P.I	08/05/2025	1.86	.00	25-5950 TEAM BUILDING, ONBOARDING	0	9/25		
1444	U.S. BANK (VISA)	476052185007		THE FLOWER PLACE, FLOWERS FOR J. LARAWAY, AUG. 25- WATER	08/05/2025	3.74	.00	20-5950 TEAM BUILDING, ONBOARDING	0	9/25		

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 47605218500796501696:						93.47	.00					
1444	U.S. BANK (VISA)	921652061036	21244	AMAZON, NAME BADGES FOR EMPLOYEE FILES, J. EDINGER, JULY 25- WATER	07/25/2025	33.42	.00	20-6165 OFFICE SUPPLIES	0	9/25		
1444	U.S. BANK (VISA)	921652061036	21244	AMAZON, NAME BADGES FOR EMPLOYEE FILES, J. EDINGER, JULY 25- P.I	07/25/2025	9.12	.00	25-6165 OFFICE SUPPLIES	0	9/25		
1444	U.S. BANK (VISA)	921652061036	21244	AMAZON, NAME BADGES FOR EMPLOYEE FILES, J. EDINGER, JULY 25- ADMIN	07/25/2025	25.32	.00	01-6165 OFFICE SUPPLIES	0	9/25		
1444	U.S. BANK (VISA)	921652061036	21244	AMAZON, NAME BADGES FOR EMPLOYEE FILES, J. EDINGER, JULY 25- SEWER	07/25/2025	33.42	.00	21-6165 OFFICE SUPPLIES	0	9/25		
Total 92165206103632428718:						101.28	.00					
1444	U.S. BANK (VISA)	921652091065	21334	AMAZON, DRY ERASE FILM FOR ECONOMIC DEVELOPMENT T. VILLANUEVA, JULY 25	07/28/2025	78.98	.00	01-6165 OFFICE SUPPLIES	4000	9/25		
Total 92165209106562605715:						78.98	.00					
1444	U.S. BANK (VISA)	921652101066	21334	AMAZON, WIRELESS MOUSE FOR P&Z, T. VILLANUEVA, JULY 25	07/29/2025	28.78	.00	01-6165 OFFICE SUPPLIES	1003	9/25		
Total 92165210106652577078:						28.78	.00					
1444	U.S. BANK (VISA)	921652101066	21331	AMAZON, PHONE CASE FOR R. FORD, B. JACKSON, JULY 25- P.I	07/29/2025	6.39	.00	25-6165 OFFICE SUPPLIES	0	9/25		
1444	U.S. BANK (VISA)	921652101066	21331	AMAZON, PHONE CASE FOR R. FORD, B. JACKSON, JULY 25- WATER	07/29/2025	25.58	.00	20-6165 OFFICE SUPPLIES	0	9/25		

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 92165210106670304919:						31.97	.00					
1444	U.S. BANK (VISA)	921652121086	21334	AMAZON, POSIT DIVIDERS FOR P&Z, T. VILLANUEVA, JULY 25	07/31/2025	5.99	.00	01-6165 OFFICE SUPPLIES	1003	9/25		
Total 92165212108631352548:						5.99	.00					
1444	U.S. BANK (VISA)	921652121089	21356	AMAZON, HOT CHOCOLATE AND CUPS, D.CROSSLEY, JUL 25- SEWER	07/31/2025	15.10	.00	21-6165 OFFICE SUPPLIES	0	9/25		
1444	U.S. BANK (VISA)	921652121089	21356	AMAZON, HOT CHOCOLATE AND CUPS, D.CROSSLEY, JUL 25- P.I	07/31/2025	5.75	.00	25-6165 OFFICE SUPPLIES	0	9/25		
1444	U.S. BANK (VISA)	921652121089	21356	AMAZON, HOT CHOCOLATE AND CUPS, D.CROSSLEY, JUL 25- WATER	07/31/2025	15.10	.00	20-6165 OFFICE SUPPLIES	0	9/25		
Total 92165212108952116845:						35.95	.00					
1444	U.S. BANK (VISA)	921652121089		AMAZON, PAPER CUPS FOR THE PLANT, D. CROSSLEY-P.I	07/31/2025	12.51	.00	25-6165 OFFICE SUPPLIES	0	9/25		
1444	U.S. BANK (VISA)	921652121089		AMAZON, PAPER CUPS FOR THE PLANT, D. CROSSLEY-SEWER	07/31/2025	32.87	.00	21-6165 OFFICE SUPPLIES	0	9/25		
1444	U.S. BANK (VISA)	921652121089		AMAZON, PAPER CUPS FOR THE PLANT, D. CROSSLEY-WATER	07/31/2025	32.87	.00	20-6165 OFFICE SUPPLIES	0	9/25		
Total 92165212108956646748:						78.25	.00					
1444	U.S. BANK (VISA)	921652131092	21358	REDWING, BOOTS FOR J. DURHAM, JULY 25- SEWER	07/31/2025	58.30	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	9/25		
1444	U.S. BANK (VISA)	921652131092	21358	REDWING, BOOTS FOR J. DURHAM, JULY 25- ADMIN	07/31/2025	145.75	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	9/25		

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
1444	U.S. BANK (VISA)	921652131092	21358	REDWING, BOOTS FOR J. DURHAM, JULY 25- P.I	07/31/2025	29.14	.00	25-6230 SAFETY TRAINING & EQUIPMENT	0	9/25		
1444	U.S. BANK (VISA)	921652131092	21358	REDWING, BOOTS FOR J. DURHAM, JULY 25- WATER	07/31/2025	58.30	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	9/25		
Total 92165213109285847790:						291.49	.00					
1444	U.S. BANK (VISA)	921652181010	21389	AMAZON,4" PVC FLANGE X2 FOR SPLASH PAD, J LORENTZ, AUG'25	08/06/2025	91.97	.00	01-6150 M & R - SYSTEM	1004	9/25		
Total 92165218101019273729:						91.97	.00					
1444	U.S. BANK (VISA)	921652181014	21384	AMAZON, PAPER SHREDDER FOR PARKS, A BILLINGS AUG'25	08/06/2025	152.94	.00	01-6165 OFFICE SUPPLIES	1004	9/25		
Total 92165218101496704667:						152.94	.00					
1444	U.S. BANK (VISA)	921652191019	21381	AMAZON, PRINTER PAPER FOR PARKS, A BILLINGS, AUG'25	08/07/2025	54.99	.00	01-6165 OFFICE SUPPLIES	1004	9/25		
Total 92165219101932059865:						54.99	.00					
1444	U.S. BANK (VISA)	921652201030	21386	AMAZON, SPARE CELL PHONE CASE, B. JACKSON, AUG 25- P.I	08/08/2025	2.82	.00	25-6165 OFFICE SUPPLIES	0	9/25		
1444	U.S. BANK (VISA)	921652201030	21386	AMAZON, SPARE CELL PHONE CASE, B. JACKSON, AUG 25- ADMIN	08/08/2025	10.83	.00	01-6165 OFFICE SUPPLIES	0	9/25		
1444	U.S. BANK (VISA)	921652201030	21386	AMAZON, CELL PHONE CASE FOR J. LISH, B. JACKSON, AUG 25- P.I	08/08/2025	5.69	.00	25-6165 OFFICE SUPPLIES	0	9/25		
1444	U.S. BANK (VISA)	921652201030	21386	AMAZON, CELL PHONE CASE FOR J. LISH, B. JACKSON, AUG 25- WATER	08/08/2025	22.79	.00	20-6165 OFFICE SUPPLIES	0	9/25		

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
1444	U.S. BANK (VISA)	921652201030	21386	AMAZON, SPARE CELL PHONE CASE, B. JACKSON, AUG 25-WATER	08/08/2025	7.41	.00	20-6165 OFFICE SUPPLIES	0	9/25		
1444	U.S. BANK (VISA)	921652201030	21386	AMAZON, SPARE CELL PHONE CASE, B. JACKSON, AUG 25-SEWER	08/08/2025	7.41	.00	21-6165 OFFICE SUPPLIES	0	9/25		
Total 92165220103003124526:						56.95	.00					
1444	U.S. BANK (VISA)	921652231058	21398	AMAZON, OFFICE SUPPLIES FOR ECONOMIC DEVELOPMENT, J. REID, AUG. 25	08/11/2025	167.39	.00	01-6165 OFFICE SUPPLIES	4000	9/25		
Total 92165223105821315100:						167.39	.00					
1444	U.S. BANK (VISA)	921652241071	21428	SOUTHWEST AIRLINES,FLIGHT TO LAS VEGAS FOR 3CMA CONFERENCE 9/3-9/5, Z MONTENEGRO AUG'25	08/11/2025	128.60	.00	01-6270 TRAVEL EXPENSES	0	9/25		
Total 92165224107165867778:						128.60	.00					
1444	U.S. BANK (VISA)	921652301021	21466	AMAZON, FIRST AID RESTOCK FOR PARKS OFFICE, K. PEREZ, AUG. 25	08/18/2025	96.41	.00	01-6165 OFFICE SUPPLIES	1004	9/25		
Total 92165230102143740017:						96.41	.00					
1444	U.S. BANK (VISA)	921652301021	21463	AMAZON, KEYBOARD FOR L. PIERCE, A PETERSON, AUG. 25 - SEWER	08/18/2025	9.57	.00	21-6165 OFFICE SUPPLIES	0	9/25		
1444	U.S. BANK (VISA)	921652301021	21463	AMAZON, KEYBOARD FOR L. PIERCE, A PETERSON, AUG. 25 -P.I	08/18/2025	2.60	.00	25-6165 OFFICE SUPPLIES	0	9/25		
1444	U.S. BANK (VISA)	921652301021	21463	AMAZON, KEYBOARD FOR L. PIERCE, A PETERSON, AUG. 25 - WATER	08/18/2025	9.57	.00	20-6165 OFFICE SUPPLIES	0	9/25		

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
1444	U.S. BANK (VISA)	921652301021	21463	AMAZON, KEYBOARD FOR L. PIERCE, A PETERSON, AUG. 25 - ADMIN	08/18/2025	7.25	.00	01-6165 OFFICE SUPPLIES	0	9/25		
Total 92165230102145024808:						28.99	.00					
1444	U.S. BANK (VISA)	921652301022	21458	AMAZON, WRIST REST FOR L. PIERCE AND 2026 WALL CALENDAR FOR J. EDINGER, A. PETERSON, AUG. 25- P.I	08/18/2025	1.46	.00	25-6165 OFFICE SUPPLIES	0	9/25		
1444	U.S. BANK (VISA)	921652301022	21458	AMAZON, WRIST REST FOR L. PIERCE AND 2026 WALL CALENDAR FOR J. EDINGER, A. PETERSON, AUG. 25- ADMIN	08/18/2025	4.10	.00	01-6165 OFFICE SUPPLIES	0	9/25		
1444	U.S. BANK (VISA)	921652301022	21458	AMAZON, WRIST REST FOR L. PIERCE AND 2026 WALL CALENDAR FOR J. EDINGER, A. PETERSON, AUG. 25- SEWER	08/18/2025	5.41	.00	21-6165 OFFICE SUPPLIES	0	9/25		
1444	U.S. BANK (VISA)	921652301022	21458	AMAZON, WRIST REST FOR L. PIERCE AND 2026 WALL CALENDAR FOR J. EDINGER, A. PETERSON, AUG. 25- WATER	08/18/2025	5.41	.00	20-6165 OFFICE SUPPLIES	0	9/25		
Total 92165230102287801286:						16.38	.00					
1444	U.S. BANK (VISA)	921652301026	21465	AMAZON, PACKING EXTRACTOR KIT FOR SPLASH PAD IRRIGATION PUMP, J. LORENTZ, AUG. 25	08/18/2025	65.99	.00	01-6150 M & R - SYSTEM	1004	9/25		
Total 92165230102632732772:						65.99	.00					
1444	U.S. BANK (VISA)	921652311030	21467	AMAZON, WEB CAMS AND HEAD PHONES FOR ECONOMIC DEVELOPMENT, J. REID, AUG. 25	08/19/2025	50.58	.00	01-6165 OFFICE SUPPLIES	4000	9/25		
Total 92165231103027704573:						50.58	.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
1444	U.S. BANK (VISA)	921652311032	21482	AMAZON, EXHAUST FAN FOR WOMENS GREEN BELT RESTROOM, J. LORENTZ, AUG. 25	08/19/2025	49.09	.00	01-6150 M & R - SYSTEM	1004	9/25		
Total 92165231103290553640:						49.09	.00					
1444	U.S. BANK (VISA)	921652341056	21485	AMAZON, STIR STRAWS AND YELLOW PAPER FOR P&Z, T. VILLANUEVA, AUG. 25	08/22/2025	35.46	.00	01-6165 OFFICE SUPPLIES	1003	9/25		
Total 92165234105652545160:						35.46	.00					
Total U.S. BANK (VISA):						2,859.65	.00					
ULINE INC												
2065	ULINE INC	197413520	21573	CHAIR MATS FOR P&Z, M. WEBB, AUG. 25	09/03/2025	504.40	.00	01-6165 OFFICE SUPPLIES	1003	9/25		
Total 197413520:						504.40	.00					
Total ULINE INC:						504.40	.00					
UNITED SITE SERVICES OF NEVADA INC												
2124	UNITED SITE SERVICES OF NEVADA INC	INV-5565422		STANDARD PORTABLE RESTROOM RENTAL WEEKLY SERVICE, 08/01-08/31/25- PATAGONIA PARK	08/31/2025	119.00	.00	01-6212 RENT - EQUIPMENT	1004	9/25		
Total INV-5565422:						119.00	.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-5566255		ADA AND STANDARD PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 08/01-08/31/25- ZAMZOWS PARK	08/31/2025	238.00	.00	01-6212 RENT - EQUIPMENT	1004	9/25		
Total INV-5566255:						238.00	.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
2124	UNITED SITE SERVICES OF NEVADA INC	INV-5567798		ADA AND STANDARD PORTABLE RESTROOM RENTAL, WEEKLY SERVICE 08/01-08/31/25- GREENBELT	08/31/2025	238.00	.00	01-6212 RENT - EQUIPMENT	1004	9/25		
Total INV-5567798:						238.00	.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-5569260		ADA AND STANDARD PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 08/01-08/31/25- NORTH AVE E	08/31/2025	238.00	.00	01-6212 RENT - EQUIPMENT	1004	9/25		
Total INV-5569260:						238.00	.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-5570154		STANDARD PORTABLE RESTROOM RENTAL WEEKLY SERVICE, 08/01-08/31/25- STROEBEL PARK	08/31/2025	119.00	.00	01-6212 RENT - EQUIPMENT	1004	9/25		
Total INV-5570154:						119.00	.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-5585572		ADA PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 08/11-09/07/25- SEGO PRAIRIE PARK	09/07/2025	119.00	.00	01-6212 RENT - EQUIPMENT	1004	9/25		
Total INV-5585572:						119.00	.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-5585763		ADA PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 08/11-009/07/25- ARBOR RIDGE PARK	09/07/2025	119.00	.00	01-6212 RENT - EQUIPMENT	1004	9/25		
Total INV-5585763:						119.00	.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-5585789		STANDARD PORTABLE RESTROOM RENTAL, BI-WEEKLY SERVICE, 08/11-09/07/25- CITY FARM	09/07/2025	61.00	.00	21-6212 RENT - EQUIPMENT	0	9/25		

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 INV-5585789:						61.00	.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-5585836		ADA PORTABLE RESTROOM RENTAL, WEEKLY SERVICE 08/11-09/07/25- THE FARM PARK	09/07/2025	119.00	.00	01-6212 RENT - EQUIPMENT	1004	9/25		
Total INV-5585836:						119.00	.00					
Total UNITED SITE SERVICES OF NEVADA INC:						1,370.00	.00					
UNIVAR SOLUTIONS USA, INC.												
1410	UNIVAR SOLUTIONS USA, INC.	53287487	21530	CHLORINE FOR THE FARM, T.FLEMING, AUG.'25	08/29/2025	13,089.60	.00	21-6151 M & R - PROCESS CHEMICALS	0	9/25		
Total 53287487:						13,089.60	.00					
1410	UNIVAR SOLUTIONS USA, INC.	53290380	21489	TANKER OF ALUM FOR TREATMENT PLANT, M NADEAU AUG'25	09/01/2025	12,693.77	.00	21-6151 M & R - PROCESS CHEMICALS	0	9/25		
Total 53290380:						12,693.77	.00					
Total UNIVAR SOLUTIONS USA, INC.:						25,783.37	.00					
UTILITY REFUND #18												
2325	UTILITY REFUND #18	10160.01A		ROGER BROWN, 278 N BRIDGE AVE, UTILITY REFUND	09/08/2025	38.21	.00	20-4500 METERED WATER SALES	0	9/25		
Total 10160.01A:						38.21	.00					
Total UTILITY REFUND #18:						38.21	.00					
UTILITY REFUND #19												
2367	UTILITY REFUND #19	111695.02		WITHROW FAMILY LIVING TRUST, 535 N KATSURA AVE, UTILITY REFUND	09/09/2025	7.70	.00	26-4975 SOLID WASTE USER FEES	0	9/25		

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
2367	UTILITY REFUND #19	111695.02		WITHROW FAMILY LIVING TRUST, 535 N KATSURA AVE, UTILITY REFUND	09/09/2025	7.85	.00	21-4600 SEWER USER FEES	0	9/25		
2367	UTILITY REFUND #19	111695.02		WITHROW FAMILY LIVING TRUST, 535 N KATSURA AVE, UTILITY REFUND	09/09/2025	4.36	.00	20-4500 METERED WATER SALES	0	9/25		
Total 111695.02:						19.91	.00					
2367	UTILITY REFUND #19	123031.00		CBH 1468 N COLTSFOOT AVE,UTILITY REFUND-SEWER	08/21/2025	59.86	.00	21-4600 SEWER USER FEES	0	9/25		
2367	UTILITY REFUND #19	123031.00		CBH 1468 N COLTSFOOT AVE,UTILITY REFUND-WATER	08/21/2025	56.37	.00	20-4500 METERED WATER SALES	0	9/25		
Total 123031.00:						116.23	.00					
2367	UTILITY REFUND #19	142107.00		HATHAWAY HOMES, 834 E EXPLORATION DR, UTILITY REFUND	08/21/2025	166.70	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	142107.00		HATHAWAY HOMES, 834 E EXPLORATION DR, UTILITY REFUND	08/21/2025	103.87	.00	21-4600 SEWER USER FEES	0	9/25		
Total 142107.00:						270.57	.00					
2367	UTILITY REFUND #19	142133.00		HATHAWAY HOMES, 414 S RUMNEY AVE, UTILITY REFUND	08/21/2025	-.07	.00	26-4975 SOLID WASTE USER FEES	0	9/25		
2367	UTILITY REFUND #19	142133.00		HATHAWAY HOMES, 414 S RUMNEY AVE, UTILITY REFUND	08/21/2025	89.07	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	142133.00		HATHAWAY HOMES, 414 S RUMNEY AVE, UTILITY REFUND	08/21/2025	26.32	.00	21-4600 SEWER USER FEES	0	9/25		
Total 142133.00:						115.32	.00					
2367	UTILITY REFUND #19	160870.03		MARILYNN K HOUSTON 1204 N MORGAN RD,UTILITY								

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
				REFUND-TRASH	09/03/2025	7.17	.00	26-4975 SOLID WASTE USER FEES	0	9/25		
2367	UTILITY REFUND #19	160870.03		MARILYNN K HOUSTON 1204 N MORGAN RD,UTILITY REFUND-WATER	09/03/2025	7.94	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	160870.03		MARILYNN K HOUSTON 1204 N MORGAN RD,UTILITY REFUND-SEWER	09/03/2025	10.42	.00	21-4600 SEWER USER FEES	0	9/25		
Total 160870.03:						25.53	.00					
2367	UTILITY REFUND #19	171167.00		CBH 278 N COLTSFOOT AVE,UTILITY REFUND-WATER	08/21/2025	50.16	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	171167.00		CBH 278 N COLTSFOOT AVE,UTILITY REFUND-SEWER	08/21/2025	66.07	.00	21-4600 SEWER USER FEES	0	9/25		
Total 171167.00:						116.23	.00					
2367	UTILITY REFUND #19	171168.00		CBH 277 N COLTSFOOT AVE,UTILITY REFUND-SEWER	08/21/2025	37.82	.00	21-4600 SEWER USER FEES	0	9/25		
2367	UTILITY REFUND #19	171168.00		CBH 277 N COLTSFOOT AVE,UTILITY REFUND-WATER	08/21/2025	29.58	.00	20-4500 METERED WATER SALES	0	9/25		
Total 171168.00:						67.40	.00					
2367	UTILITY REFUND #19	171173.00		CBH 183 N COLTSFOOT AVE,UTILITY REFUND-WATER	08/21/2025	50.61	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	171173.00		CBH 183 N COLTSFOOT AVE,UTILITY REFUND-SEWER	08/21/2025	61.09	.00	21-4600 SEWER USER FEES	0	9/25		
Total 171173.00:						111.70	.00					
2367	UTILITY REFUND #19	171175.01		MASON CALDWELL 149 N COLTSFOOT AVE,UTILITY REFUND	08/28/2025	10.83	.00	26-4975 SOLID WASTE USER FEES	0	9/25		

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
2367	UTILITY REFUND #19	171175.01		MASON CALDWELL 149 N COLTSFOOT AVE,UTILITY REFUND	08/28/2025	2.58	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	171175.01		MASON CALDWELL 149 N COLTSFOOT AVE,UTILITY REFUND	08/28/2025	15.50	.00	21-4600 SEWER USER FEES	0	9/25		
Total 171175.01:						28.91	.00					
2367	UTILITY REFUND #19	171601.00		CBH 230 N CRANESBILL AVE,UTILITY REFUND-SEWER	08/21/2025	66.78	.00	21-4600 SEWER USER FEES	0	9/25		
2367	UTILITY REFUND #19	171601.00		CBH 230 N CRANESBILL AVE,UTILITY REFUND-WATER	08/21/2025	56.60	.00	20-4500 METERED WATER SALES	0	9/25		
Total 171601.00:						123.38	.00					
2367	UTILITY REFUND #19	183810.02		HOLLYANN RIKER 1697 N BUCKLER WAY,UTILITY REFUND	08/28/2025	36.81	.00	26-4975 SOLID WASTE USER FEES	0	9/25		
2367	UTILITY REFUND #19	183810.02		HOLLYANN RIKER 1697 N BUCKLER WAY,UTILITY REFUND	08/28/2025	26.30	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	183810.02		HOLLYANN RIKER 1697 N BUCKLER WAY,UTILITY REFUND	08/28/2025	48.96	.00	21-4600 SEWER USER FEES	0	9/25		
Total 183810.02:						112.07	.00					
2367	UTILITY REFUND #19	190105.04		ADAM TAYLOR URBANO, 358 W MULE CT, UTILITY REFUND	09/09/2025	27.07	.00	26-4975 SOLID WASTE USER FEES	0	9/25		
2367	UTILITY REFUND #19	190105.04		ADAM TAYLOR URBANO, 358 W MULE CT, UTILITY REFUND	09/09/2025	25.70	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	190105.04		ADAM TAYLOR URBANO, 358 W MULE CT, UTILITY REFUND	09/09/2025	44.48	.00	21-4600 SEWER USER FEES	0	9/25		

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 190105.04:						97.25	.00					
2367	UTILITY REFUND #19	190600.04		BRUCE 1999 REVOC TRUST 1692 N DOE AVE,UTILITY REFUND	09/03/2025	27.25	.00	26-4975 SOLID WASTE USER FEES	0	9/25		
2367	UTILITY REFUND #19	190600.04		BRUCE 1999 REVOC TRUST 1692 N DOE AVE,UTILITY REFUND	09/03/2025	24.29	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	190600.04		BRUCE 1999 REVOC TRUST 1692 N DOE AVE,UTILITY REFUND	09/03/2025	44.50	.00	21-4600 SEWER USER FEES	0	9/25		
Total 190600.04:						96.04	.00					
2367	UTILITY REFUND #19	201015.01		ROGER MINNICK, 372 E WOOD OWL DR, UTILITY REFUND	09/09/2025	8.55	.00	26-4975 SOLID WASTE USER FEES	0	9/25		
2367	UTILITY REFUND #19	201015.01		ROGER MINNICK, 372 E WOOD OWL DR, UTILITY REFUND	09/09/2025	6.44	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	201015.01		ROGER MINNICK, 372 E WOOD OWL DR, UTILITY REFUND	09/09/2025	11.34	.00	21-4600 SEWER USER FEES	0	9/25		
Total 201015.01:						26.33	.00					
2367	UTILITY REFUND #19	210310.01		ROYCE E ELMORE 288 E BLACK HAWK DR,UTILITY REFUND	09/05/2025	27.08	.00	26-4975 SOLID WASTE USER FEES	0	9/25		
2367	UTILITY REFUND #19	210310.01		ROYCE E ELMORE 288 E BLACK HAWK DR,UTILITY REFUND	09/05/2025	26.48	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	210310.01		ROYCE E ELMORE 288 E BLACK HAWK DR,UTILITY REFUND	09/05/2025	48.58	.00	21-4600 SEWER USER FEES	0	9/25		
Total 210310.01:						102.14	.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
2367	UTILITY REFUND #19	220120.01		THERESA PEREZ 1009 S NEW SUMMER AVE,UTILITY REFUND	09/03/2025	24.00	.00	26-4975 SOLID WASTE USER FEES	0	9/25		
2367	UTILITY REFUND #19	220120.01		THERESA PEREZ 1009 S NEW SUMMER AVE,UTILITY REFUND	09/03/2025	41.98	.00	21-4600 SEWER USER FEES	0	9/25		
2367	UTILITY REFUND #19	220120.01		THERESA PEREZ 1009 S NEW SUMMER AVE,UTILITY REFUND	09/03/2025	24.44	.00	20-4500 METERED WATER SALES	0	9/25		
Total 220120.01:						90.42	.00					
2367	UTILITY REFUND #19	221275.02		MEGAN MOELLER JR 1009 E LUDLOW ST,UTILITY REFUND	08/28/2025	-21.98	.00	26-4975 SOLID WASTE USER FEES	0	9/25		
2367	UTILITY REFUND #19	221275.02		MEGAN MOELLER JR 1009 E LUDLOW ST,UTILITY REFUND	08/28/2025	49.81	.00	21-4600 SEWER USER FEES	0	9/25		
2367	UTILITY REFUND #19	221275.02		MEGAN MOELLER JR 1009 E LUDLOW ST,UTILITY REFUND	08/28/2025	85.43	.00	20-4500 METERED WATER SALES	0	9/25		
Total 221275.02:						113.26	.00					
2367	UTILITY REFUND #19	240155.01		BRIAN BUSH, 842 E PLUTON DR, UTILITY REFUND	09/09/2025	4.17	.00	26-4975 SOLID WASTE USER FEES	0	9/25		
2367	UTILITY REFUND #19	240155.01		BRIAN BUSH, 842 E PLUTON DR, UTILITY REFUND	09/09/2025	6.10	.00	21-4600 SEWER USER FEES	0	9/25		
2367	UTILITY REFUND #19	240155.01		BRIAN BUSH, 842 E PLUTON DR, UTILITY REFUND	09/09/2025	-3.52	.00	20-4500 METERED WATER SALES	0	9/25		
Total 240155.01:						6.75	.00					
2367	UTILITY REFUND #19	256232.00		HUBBLE HOMES, 347 W SERA SOLE ST, UTILITY REFUND	08/21/2025	65.34	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	256232.00		HUBBLE HOMES, 347 W SERA SOLE ST, UTILITY REFUND	08/21/2025	50.89	.00	21-4600 SEWER USER FEES	0	9/25		

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
2367	UTILITY REFUND #19	256232.00		HUBBLE HOMES, 347 W SERA SOLE ST, UTILITY REFUND	08/21/2025	-.93	.00	26-4975 SOLID WASTE USER FEES	0	9/25		
Total 256232.00:						115.30	.00					
2367	UTILITY REFUND #19	260185.03		CHRISTOPHER PRINCE 1783 N PEWTER AVE,UTILITY REFUND	08/28/2025	32.27	.00	26-4975 SOLID WASTE USER FEES	0	9/25		
2367	UTILITY REFUND #19	260185.03		CHRISTOPHER PRINCE 1783 N PEWTER AVE,UTILITY REFUND	08/28/2025	21.41	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	260185.03		CHRISTOPHER PRINCE 1783 N PEWTER AVE,UTILITY REFUND	08/28/2025	53.46	.00	21-4600 SEWER USER FEES	0	9/25		
Total 260185.03:						107.14	.00					
2367	UTILITY REFUND #19	268221.00		CBH 2734 N ARROYO VISTA WAY,UTILITY REFUND-WATER	08/21/2025	37.06	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	268221.00		CBH 2734 N ARROYO VISTA WAY,UTILITY REFUND-SEWER	08/21/2025	36.36	.00	21-4600 SEWER USER FEES	0	9/25		
Total 268221.00:						73.42	.00					
2367	UTILITY REFUND #19	268251.00		CBH 2879 W OAK HARBOR ST,UTILITY REFUND-SEWER	08/21/2025	49.88	.00	21-4600 SEWER USER FEES	0	9/25		
2367	UTILITY REFUND #19	268251.00		CBH 2879 W OAK HARBOR ST,UTILITY REFUND-WATER	08/21/2025	37.41	.00	20-4500 METERED WATER SALES	0	9/25		
Total 268251.00:						87.29	.00					
2367	UTILITY REFUND #19	268257.00		CBH 2854 W LAPWAI CREEK DR,UTILITY REFUND-WATER	08/21/2025	56.99	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	268257.00		CBH 2854 W LAPWAI CREEK DR,UTILITY REFUND-SEWER	08/21/2025	68.45	.00	21-4600 SEWER USER FEES	0	9/25		

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 268257.00:						125.44	.00					
2367	UTILITY REFUND #19	268262.00		CBH 2897 W ANIMAS CREEK DR,UTILITY REFUND-SEWER	08/21/2025	28.86	.00	21-4600 SEWER USER FEES	0	9/25		
2367	UTILITY REFUND #19	268262.00		CBH 2897 W ANIMAS CREEK DR,UTILITY REFUND-WATER	08/21/2025	44.34	.00	20-4500 METERED WATER SALES	0	9/25		
Total 268262.00:						73.20	.00					
2367	UTILITY REFUND #19	268263.00		CBH 2875 W ANIMAS CREEK DR,UTILITY REFUND-WATER	08/21/2025	59.91	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	268263.00		CBH 2875 W ANIMAS CREEK DR,UTILITY REFUND-SEWER	08/21/2025	53.48	.00	21-4600 SEWER USER FEES	0	9/25		
Total 268263.00:						113.39	.00					
2367	UTILITY REFUND #19	278348.00		CBH 682 W SNOWY OWL ST,UTILITY REFUND-WATER	08/21/2025	89.65	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	278348.00		CBH 682 W SNOWY OWL ST,UTILITY REFUND-SEWER	08/21/2025	95.60	.00	21-4600 SEWER USER FEES	0	9/25		
Total 278348.00:						185.25	.00					
2367	UTILITY REFUND #19	278357.00		CBH 705 W SNOWY OWL ST,UTILITY REFUND-SEWER	08/21/2025	61.31	.00	21-4600 SEWER USER FEES	0	9/25		
2367	UTILITY REFUND #19	278357.00		CBH 705 W SNOWY OWL ST,UTILITY REFUND-WATER	08/21/2025	62.07	.00	20-4500 METERED WATER SALES	0	9/25		
Total 278357.00:						123.38	.00					
2367	UTILITY REFUND #19	292229.00		CBH 8381 S SANSA AVE,UTILITY REFUND-WATER	08/21/2025	48.06	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	292229.00		CBH 8381 S SANSA AVE,UTILITY REFUND-SEWER	08/21/2025	63.29	.00	21-4600 SEWER USER FEES	0	9/25		

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 292229.00:						111.35	.00					
2367	UTILITY REFUND #19	292240.00		CBH 2215 W HODOR ST,UTILITY REFUND-WATER	08/21/2025	42.85	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	292240.00		CBH 2215 W HODOR ST,UTILITY REFUND-SEWER	08/21/2025	55.46	.00	21-4600 SEWER USER FEES	0	9/25		
Total 292240.00:						98.31	.00					
2367	UTILITY REFUND #19	292256.00		CBH 2486 W MINERVA ST,UTILITY REFUND-WATER	08/21/2025	49.02	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	292256.00		CBH 2486 W MINERVA ST,UTILITY REFUND-SEWER	08/21/2025	55.34	.00	21-4600 SEWER USER FEES	0	9/25		
Total 292256.00:						104.36	.00					
2367	UTILITY REFUND #19	292274.00		CBH 2423 W PODRICK CT,UTILITY REFUND-WATER	08/21/2025	50.61	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	292274.00		CBH 2423 W PODRICK CT,UTILITY REFUND-SEWER	08/21/2025	50.54	.00	21-4600 SEWER USER FEES	0	9/25		
2367	UTILITY REFUND #19	292274.00		CBH 2423 W PODRICK CT,UTILITY REFUND-TRASH	08/21/2025	-.91	.00	26-4975 SOLID WASTE USER FEES	0	9/25		
Total 292274.00:						100.24	.00					
2367	UTILITY REFUND #19	293457.00		CBH 3942 W TRIBUTE ST,UTILITY REFUND-WATER	08/28/2025	47.44	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	293457.00		CBH 3942 W TRIBUTE ST,UTILITY REFUND-SEWER	08/28/2025	31.67	.00	21-4600 SEWER USER FEES	0	9/25		
Total 293457.00:						79.11	.00					
2367	UTILITY REFUND #19	293463.00		CBH 3840 W TRIBUTE ST,UTILITY REFUND-WATER	08/21/2025	56.21	.00	20-4500 METERED WATER SALES	0	9/25		

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
2367	UTILITY REFUND #19	293463.00		CBH 3840 W TRIBUTE ST,UTILITY REFUND-SEWER	08/21/2025	55.14	.00	21-4600 SEWER USER FEES	0	9/25		
Total 293463.00:						111.35	.00					
2367	UTILITY REFUND #19	302139.02		STEVEN JOHNSON 1014 E ANDES DR, UTILITY REFUND-TRASH	09/04/2025	458.42	458.42	26-4975 SOLID WASTE USER FEES	0	9/25	09/05/2025	
2367	UTILITY REFUND #19	302139.02		STEVEN JOHNSON 1014 E ANDES DR, UTILITY REFUND-WATER	09/04/2025	374.07	374.07	20-4500 METERED WATER SALES	0	9/25	09/05/2025	
2367	UTILITY REFUND #19	302139.02		STEVEN JOHNSON 1014 E ANDES DR, UTILITY REFUND-SEWER	09/04/2025	697.12	697.12	21-4600 SEWER USER FEES	0	9/25	09/05/2025	
Total 302139.02:						1,529.61	1,529.61					
2367	UTILITY REFUND #19	302654.01		LOUWEGGIE REYES 1000 E VIEDMA ST,UTILITY REFUND	08/28/2025	57.44	.00	26-4975 SOLID WASTE USER FEES	0	9/25		
2367	UTILITY REFUND #19	302654.01		LOUWEGGIE REYES 1000 E VIEDMA ST,UTILITY REFUND	08/28/2025	53.52	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	302654.01		LOUWEGGIE REYES 1000 E VIEDMA ST,UTILITY REFUND	08/28/2025	89.04	.00	21-4600 SEWER USER FEES	0	9/25		
Total 302654.01:						200.00	.00					
2367	UTILITY REFUND #19	302742.00		EAGLEWOOD HOMES, 1246 E RIO CHICO DR, UTILITY REFUND	08/28/2025	36.83	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	302742.00		EAGLEWOOD HOMES, 1246 E RIO CHICO DR, UTILITY REFUND	08/28/2025	34.40	.00	21-4600 SEWER USER FEES	0	9/25		
Total 302742.00:						71.23	.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
2367	UTILITY REFUND #19	304013.01		ATHENA GALYEAN 752 E BOUQUET CT, UTILITY REFUND	09/03/2025	29.85	.00	26-4975 SOLID WASTE USER FEES	0	9/25		
2367	UTILITY REFUND #19	304013.01		ATHENA GALYEAN 752 E BOUQUET CT, UTILITY REFUND	09/03/2025	24.38	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	304013.01		ATHENA GALYEAN 752 E BOUQUET CT, UTILITY REFUND	09/03/2025	42.69	.00	21-4600 SEWER USER FEES	0	9/25		
Total 304013.01:						96.92	.00					
2367	UTILITY REFUND #19	304715.00		CBH 2747 E VALLEY WIND ST,UTILITY REFUND-SEWER	08/21/2025	88.67	.00	21-4600 SEWER USER FEES	0	9/25		
2367	UTILITY REFUND #19	304715.00		CBH 2747 E VALLEY WIND ST,UTILITY REFUND-WATER	08/21/2025	68.12	.00	20-4500 METERED WATER SALES	0	9/25		
Total 304715.00:						156.79	.00					
2367	UTILITY REFUND #19	304728.00		CBH 2900 N EAGLE MEADOW AVE,UTILITY REFUND-SEWER	08/21/2025	64.16	.00	21-4600 SEWER USER FEES	0	9/25		
2367	UTILITY REFUND #19	304728.00		CBH 2900 N EAGLE MEADOW AVE,UTILITY REFUND-WATER	08/21/2025	47.19	.00	20-4500 METERED WATER SALES	0	9/25		
Total 304728.00:						111.35	.00					
2367	UTILITY REFUND #19	304733.00		CBH 2840 N EAGLE MEADOW AVE,UTILITY REFUND	08/21/2025	44.44	.00	21-4600 SEWER USER FEES	0	9/25		
2367	UTILITY REFUND #19	304733.00		CBH 2840 N EAGLE MEADOW AVE,UTILITY REFUND	08/21/2025	36.89	.00	20-4500 METERED WATER SALES	0	9/25		
Total 304733.00:						81.33	.00					
2367	UTILITY REFUND #19	310523.00		TOLL BROS INC, 8785 S WATERCLOVER WAY, UTILITY REFUND	08/21/2025	70.19	.00	20-4500 METERED WATER SALES	0	9/25		

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2367	UTILITY REFUND #19	310523.00		TOLL BROS INC, 8785 S WATERCLOVER WAY, UTILITY REFUND	08/21/2025	18.44	.00	21-4600 SEWER USER FEES	0	9/25		
Total 310523.00:						88.63	.00					
2367	UTILITY REFUND #19	310536.00		TOLL BROS INC, 8828 S WATERCLOVER WAY, UTILITY REFUND	08/21/2025	62.82	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	310536.00		TOLL BROS INC, 8828 S WATERCLOVER WAY, UTILITY REFUND	08/21/2025	10.74	.00	21-4600 SEWER USER FEES	0	9/25		
Total 310536.00:						73.56	.00					
2367	UTILITY REFUND #19	311054.00		TOLL BROS INC, 1333 W GIANTSBANE DR, UTILITY REFUND	08/21/2025	13.48	.00	21-4600 SEWER USER FEES	0	9/25		
2367	UTILITY REFUND #19	311054.00		TOLL BROS INC, 1333 W GIANTSBANE DR, UTILITY REFUND	08/21/2025	67.79	.00	20-4500 METERED WATER SALES	0	9/25		
Total 311054.00:						81.27	.00					
2367	UTILITY REFUND #19	311076.00		TOLL BROS INC, 1422 W DOVEFIELD ST, UTILITY REFUND	08/21/2025	23.06	.00	21-4600 SEWER USER FEES	0	9/25		
2367	UTILITY REFUND #19	311076.00		TOLL BROS INC, 1422 W DOVEFIELD ST, UTILITY REFUND	08/21/2025	72.41	.00	20-4500 METERED WATER SALES	0	9/25		
Total 311076.00:						95.47	.00					
2367	UTILITY REFUND #19	311077.00		TOLL BROS INC, 1410 W DOVEFIELD ST, UTILITY REFUND	08/21/2025	24.98	.00	21-4600 SEWER USER FEES	0	9/25		
2367	UTILITY REFUND #19	311077.00		TOLL BROS INC, 1410 W DOVEFIELD ST, UTILITY REFUND	08/21/2025	73.33	.00	20-4500 METERED WATER SALES	0	9/25		

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Total 311077.00:						98.31	.00					
2367	UTILITY REFUND #19	311078.00		TOLL BROS INC, 1398 W DOVEFIELD ST, UTILITY REFUND	08/19/2025	77.23	.00	20-4500 METERED WATER SALES	0	9/25		
Total 311078.00:						77.23	.00					
2367	UTILITY REFUND #19	311079.00		TOLL BROS INC, 1386 W DOVEFIELD ST, UTILITY REFUND	08/19/2025	66.48	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	311079.00		TOLL BROS INC, 1386 W DOVEFIELD ST, UTILITY REFUND	08/19/2025	10.75	.00	21-4600 SEWER USER FEES	0	9/25		
Total 311079.00:						77.23	.00					
2367	UTILITY REFUND #19	311202.00		TOLL BROS INC, 8603 S WINGSPREAD WAY, UTILITY REFUND	08/21/2025	9.39	.00	21-4600 SEWER USER FEES	0	9/25		
2367	UTILITY REFUND #19	311202.00		TOLL BROS INC, 8603 S WINGSPREAD WAY, UTILITY REFUND	08/21/2025	65.82	.00	20-4500 METERED WATER SALES	0	9/25		
Total 311202.00:						75.21	.00					
2367	UTILITY REFUND #19	311218.00		TOLL BROS INC, 1203 W SWITCHGRASS DR, UTILITY REFUND	08/21/2025	70.41	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	311218.00		TOLL BROS INC, 1203 W SWITCHGRASS DR, UTILITY REFUND	08/21/2025	18.90	.00	21-4600 SEWER USER FEES	0	9/25		
Total 311218.00:						89.31	.00					

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2367	UTILITY REFUND #19	311221.00		TOLL BROS INC, 8670 S WINGSPREAD WAY, UTILITY REFUND	08/21/2025	73.33	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	311221.00		TOLL BROS INC, 8670 S WINGSPREAD WAY, UTILITY REFUND	08/21/2025	24.98	.00	21-4600 SEWER USER FEES	0	9/25		
Total 311221.00:						98.31	.00					
2367	UTILITY REFUND #19	320043.02		CHRISTIAN BROWN 1329 N ANTELOPE FLAT AVE,UTILITY REFUND	08/28/2025	35.78	.00	26-4975 SOLID WASTE USER FEES	0	9/25		
2367	UTILITY REFUND #19	320043.02		CHRISTIAN BROWN 1329 N ANTELOPE FLAT AVE,UTILITY REFUND	08/28/2025	28.68	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	320043.02		CHRISTIAN BROWN 1329 N ANTELOPE FLAT AVE,UTILITY REFUND	08/28/2025	52.41	.00	21-4600 SEWER USER FEES	0	9/25		
Total 320043.02:						116.87	.00					
2367	UTILITY REFUND #19	320083.01		CHRISTOPHER MCCONNELL 1786 E CAVE FALLS ST,UTILITY REFUND	08/28/2025	34.89	.00	26-4975 SOLID WASTE USER FEES	0	9/25		
2367	UTILITY REFUND #19	320083.01		CHRISTOPHER MCCONNELL 1786 E CAVE FALLS ST,UTILITY REFUND	08/28/2025	46.37	.00	21-4600 SEWER USER FEES	0	9/25		
2367	UTILITY REFUND #19	320083.01		CHRISTOPHER MCCONNELL 1786 E CAVE FALLS ST,UTILITY REFUND	08/28/2025	24.64	.00	20-4500 METERED WATER SALES	0	9/25		
Total 320083.01:						105.90	.00					
2367	UTILITY REFUND #19	320503.00		HAYDEN HOMES, 1163 N BELGIAN WAY, UTILITY REFUND	08/21/2025	47.56	.00	21-4600 SEWER USER FEES	0	9/25		
2367	UTILITY REFUND #19	320503.00		HAYDEN HOMES, 1163 N BELGIAN WAY, UTILITY								

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
				REFUND	08/21/2025	72.91	.00	20-4500 METERED WATER SALES	0	9/25		
Total 320503.00:						120.47	.00					
2367	UTILITY REFUND #19	320509.00		HAYDEN HOMES, 2276 E CAVE FALLS ST, UTILITY REFUND	08/21/2025	72.27	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	320509.00		HAYDEN HOMES, 2276 E CAVE FALLS ST, UTILITY REFUND	08/21/2025	46.23	.00	21-4600 SEWER USER FEES	0	9/25		
Total 320509.00:						118.50	.00					
2367	UTILITY REFUND #19	320514.00		HAYDEN HOMES, 1160 N PEAKHURT AVE, UTILITY REFUND	08/21/2025	77.88	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	320514.00		HAYDEN HOMES, 1160 N PEAKHURT AVE, UTILITY REFUND	08/21/2025	51.11	.00	21-4600 SEWER USER FEES	0	9/25		
Total 320514.00:						128.99	.00					
2367	UTILITY REFUND #19	323018.02		MARK KERZICH 2033 E WHITETAIL ST,UTILITY REFUND	08/28/2025	36.46	.00	26-4975 SOLID WASTE USER FEES	0	9/25		
2367	UTILITY REFUND #19	323018.02		MARK KERZICH 2033 E WHITETAIL ST,UTILITY REFUND	08/28/2025	26.82	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	323018.02		MARK KERZICH 2033 E WHITETAIL ST,UTILITY REFUND	08/28/2025	48.91	.00	21-4600 SEWER USER FEES	0	9/25		
Total 323018.02:						112.19	.00					
2367	UTILITY REFUND #19	323131.00		TH CONSTRUCTION, 2271 E BLAKEHURST ST, UTILITY REFUND	08/21/2025	56.66	.00	21-4600 SEWER USER FEES	0	9/25		
2367	UTILITY REFUND #19	323131.00		TH CONSTRUCTION, 2271 E BLAKEHURST ST, UTILITY REFUND	08/21/2025	60.37	.00	20-4500 METERED WATER SALES	0	9/25		

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 323131.00:						117.03	.00					
2367	UTILITY REFUND #19	340082.00		CBH 1457 W BASS RIVER DR,UTILITY REFUND-WATER	08/21/2025	46.92	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	340082.00		CBH 1457 W BASS RIVER DR,UTILITY REFUND-SEWER	08/21/2025	67.27	.00	21-4600 SEWER USER FEES	0	9/25		
Total 340082.00:						114.19	.00					
2367	UTILITY REFUND #19	340173.00		CBH 1316 W BASS RIVER DR,UTILITY REFUND-WATER	08/21/2025	93.82	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	340173.00		CBH 1316 W BASS RIVER DR,UTILITY REFUND-SEWER	08/21/2025	117.86	.00	21-4600 SEWER USER FEES	0	9/25		
Total 340173.00:						211.68	.00					
2367	UTILITY REFUND #19	340215.00		CBH 1396 W MALAD RIVER ST,UTILITY REFUND-SEWER	08/21/2025	78.95	.00	21-4600 SEWER USER FEES	0	9/25		
2367	UTILITY REFUND #19	340215.00		CBH 1396 W MALAD RIVER ST,UTILITY REFUND-WATER	08/21/2025	61.32	.00	20-4500 METERED WATER SALES	0	9/25		
Total 340215.00:						140.27	.00					
2367	UTILITY REFUND #19	340306.00		CBH 1128 W BASS RIVER DR,UTILITY REFUND-WATER	08/21/2025	55.32	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	340306.00		CBH 1128 W BASS RIVER DR,UTILITY REFUND-SEWER	08/21/2025	51.48	.00	21-4600 SEWER USER FEES	0	9/25		
Total 340306.00:						106.80	.00					
2367	UTILITY REFUND #19	340311.00		CBH 6679 S OROFINO CREEK PL,UTILITY REFUND-WATER	08/21/2025	36.67	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	340311.00		CBH 6679 S OROFINO CREEK PL,UTILITY REFUND-SEWER	08/21/2025	38.73	.00	21-4600 SEWER USER FEES	0	9/25		

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 340311.00:						75.40	.00					
2367	UTILITY REFUND #19	341152.00		CBH 5525 S LOKIE AVE,UTILITY REFUND-WATER	08/21/2025	49.67	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	341152.00		CBH 5525 S LOKIE AVE,UTILITY REFUND-SEWER	08/21/2025	64.52	.00	21-4600 SEWER USER FEES	0	9/25		
Total 341152.00:						114.19	.00					
2367	UTILITY REFUND #19	341176.00		CBH 3456 W MORERE DR,UTILITY REFUND-SEWER	08/21/2025	29.61	.00	21-4600 SEWER USER FEES	0	9/25		
2367	UTILITY REFUND #19	341176.00		CBH 3456 W MORERE DR,UTILITY REFUND-TRASH	08/21/2025	-5.59	.00	26-4975 SOLID WASTE USER FEES	0	9/25		
2367	UTILITY REFUND #19	341176.00		CBH 3456 W MORERE DR,UTILITY REFUND-WATER	08/21/2025	43.66	.00	20-4500 METERED WATER SALES	0	9/25		
Total 341176.00:						67.68	.00					
2367	UTILITY REFUND #19	342108.00		HARDING HOMES, 6200 S BINKY AVE, UTILITY REFUND	08/21/2025	94.77	.00	20-4500 METERED WATER SALES	0	9/25		
2367	UTILITY REFUND #19	342108.00		HARDING HOMES, 6200 S BINKY AVE, UTILITY REFUND	08/21/2025	88.39	.00	21-4600 SEWER USER FEES	0	9/25		
Total 342108.00:						183.16	.00					
2367	UTILITY REFUND #19	342111.00		HARDING HOMES, 6128 S BINKY AVE, UTILITY REFUND	08/28/2025	58.26	.00	21-4600 SEWER USER FEES	0	9/25		
2367	UTILITY REFUND #19	342111.00		HARDING HOMES, 6128 S BINKY AVE, UTILITY REFUND	08/28/2025	48.19	.00	20-4500 METERED WATER SALES	0	9/25		
Total 342111.00:						106.45	.00					
2367	UTILITY REFUND #19	360207.00		SHALC GC INC, 12139 S GLORY LN, UTILITY REFUND	08/21/2025	38.64	.00	20-4500 METERED WATER SALES	0	9/25		

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
2367	UTILITY REFUND #19	360207.00		SHALC GC INC, 12139 S GLORY LN, UTILITY REFUND	08/21/2025	80.13	.00	21-4600 SEWER USER FEES	0	9/25		
Total 360207.00:						118.77	.00					
2367	UTILITY REFUND #19	360326.00		SHALC GC INC, 11954 S MAYGRASS LN, UTILITY REFUND	08/21/2025	54.75	.00	21-4600 SEWER USER FEES	0	9/25		
2367	UTILITY REFUND #19	360326.00		SHALC GC INC, 11954 S MAYGRASS LN, UTILITY REFUND	08/21/2025	26.40	.00	20-4500 METERED WATER SALES	0	9/25		
Total 360326.00:						81.15	.00					
Total UTILITY REFUND #19:						8,489.42	1,529.61					
W.W. GRAINGER												
162	W.W. GRAINGER	9617887907	21509	GREASE, D. CROSSLEY, AUG. 25	08/22/2025	125.16	.00	21-6150 M & R - SYSTEM	0	9/25		
Total 9617887907:						125.16	.00					
Total W.W. GRAINGER:						125.16	.00					
WESTERN RECORDS DESTRUCTION, INC.												
1633	WESTERN RECORDS DESTRUCTION, INC.	0770653		RECORDS DESTRUCTION 08/01-08/31/25- P.I	09/01/2025	3.60	.00	25-6052 CONTRACT SERVICES	0	9/25		
1633	WESTERN RECORDS DESTRUCTION, INC.	0770653		RECORDS DESTRUCTION 08/01-08/31/25- ADMIN	09/01/2025	13.68	.00	01-6052 CONTRACT SERVICES	0	9/25		
1633	WESTERN RECORDS DESTRUCTION, INC.	0770653		RECORDS DESTRUCTION 08/01-08/31/25- SEWER	09/01/2025	9.36	.00	21-6052 CONTRACT SERVICES	0	9/25		
1633	WESTERN RECORDS DESTRUCTION, INC.	0770653		RECORDS DESTRUCTION 08/01-08/31/25- WATER	09/01/2025	9.36	.00	20-6052 CONTRACT SERVICES	0	9/25		

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 0770653:						36.00	.00					
Total WESTERN RECORDS DESTRUCTION, INC.:						36.00	.00					
WEX FLEET UNIVERSAL												
2160	WEX FLEET UNIVERSAL	106991149		FUEL, AUG. 25- SEWER	08/31/2025	15.07	15.07	21-6300 FUEL	0	9/25	09/05/2025	
2160	WEX FLEET UNIVERSAL	106991149		FUEL, AUG. 25- P&Z	08/31/2025	3.87	3.87	01-6300 FUEL	1003	9/25	09/05/2025	
2160	WEX FLEET UNIVERSAL	106991149		FUEL, AUG. 25- ADMIN	08/31/2025	10.83	10.83	01-6300 FUEL	0	9/25	09/05/2025	
2160	WEX FLEET UNIVERSAL	106991149		FUEL, AUG. 25- PARKS	08/31/2025	27.98	27.98	01-6300 FUEL	1004	9/25	09/05/2025	
2160	WEX FLEET UNIVERSAL	106991149		FUEL, AUG. 25- P.I	08/31/2025	15.98	15.98	25-6300 FUEL	0	9/25	09/05/2025	
2160	WEX FLEET UNIVERSAL	106991149		FUEL, AUG. 25- WATER	08/31/2025	55.89	55.89	20-6300 FUEL	0	9/25	09/05/2025	
Total 106991149:						129.62	129.62					
Total WEX FLEET UNIVERSAL:						129.62	129.62					
Grand Totals:						1,483,351.44	759,396.64					

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

Dated: _____

Mayor: _____

City Council: _____

_____

_____

_____

_____

_____

City Treasurer: _____

Report Criteria:
Detail report.
Invoices with totals above $0.00 included.
Paid and unpaid invoices included.

SCANNED

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

Alcohol Beverage License Application

Business Name: Maverik #779 **Phone:** 208 975 2886

Business Location: 86 N Sailer Ave. Kuna, ID 83634

Business Mailing Address: 185 S. State St. Suite, 800 SLC, UT 84111

Applicant Name: Utahna Haines **Phone:** 801 683 3628

Residence Address: N/A

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

Name: Please see attached **Address:**

Name: **Address:**

Name: **Address:**

Utahna Haines
Applicant Signature

8/18/25
Date

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

ALL FEES ARE NON-REFUNDABLE

LIQUOR-BY-THE-DRINK (Includes On Premise Wine)	$ 562.50	
OFF PREMISE BEER	$ 50.00	✓
OFF PREMISE WINE	$ 200.00	✓
ON PREMISE BEER	$ 200.00	
ON PREMISE WINE	$ 200.00	
CHANGE IN LOCATION OF LICENSE (15% OF THE ANNUAL FEE)		

TOTAL $ 250.00

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

OFFICE USE ONLY

License #: 190601A
Select License Type: ☑ New ☐ Renewal ☐ Modification
Date Fee Paid: 09.08.25
Receipt #: 11.000004401
License Printed? ☑ Yes TCMS.
License Approved? ☑ Yes ☐ No
Approved By: CBM
Date: 09.08.25

Maverik, Inc.
185 South State Street, Suite 800
Salt Lake City, UT 84111
801-936-5557 | maverik.com

IDAHO OFFICERS

OFFICERS

Crystal Call Maggelet

Tom Schofield

John D. Hillam

Tyler R. Call

DIRECTORS

Crystal Call Maggelet

Allen Westergard

Mitchell Dean Steenrod

Charles Mcilvaines

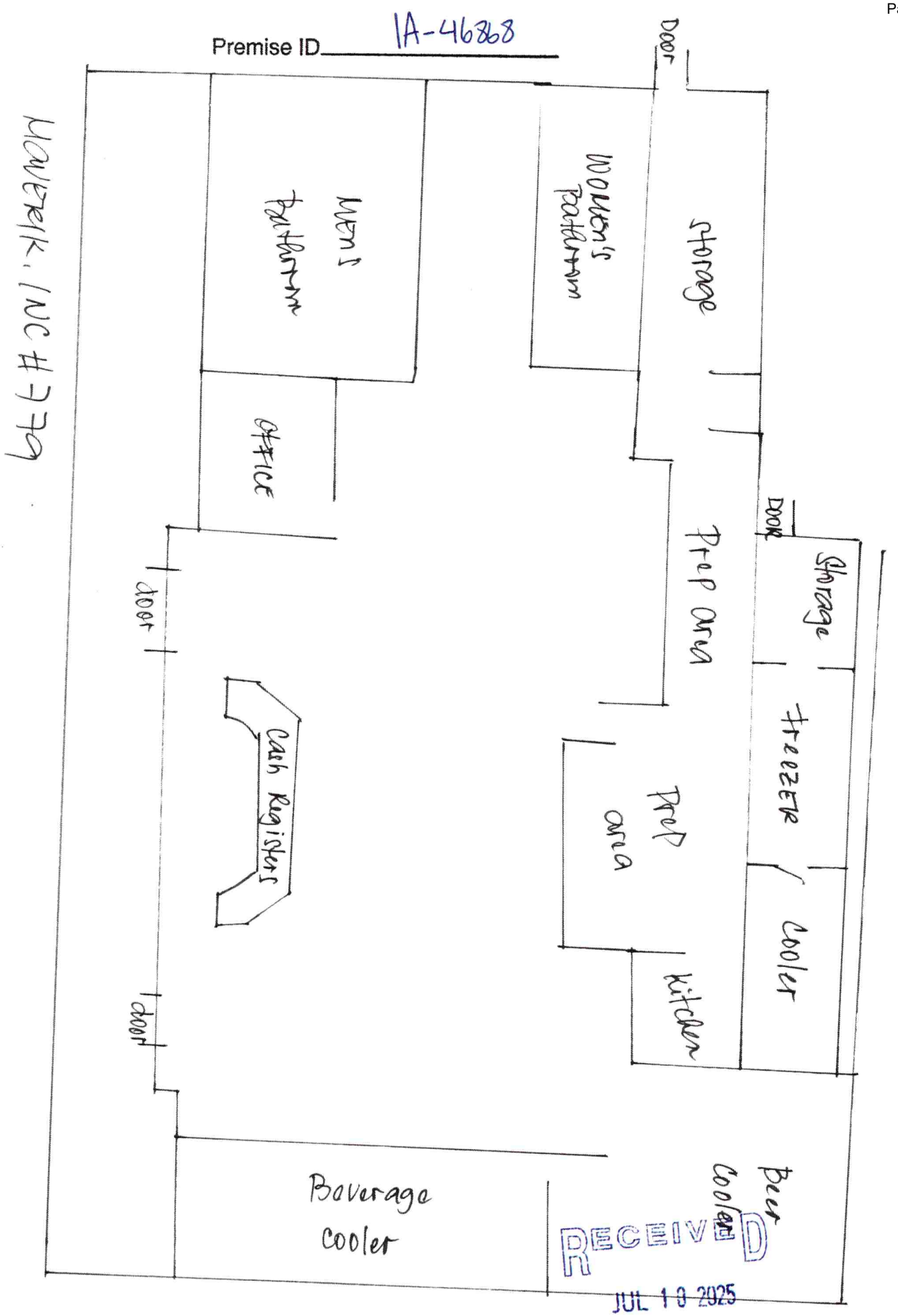
Andre Michael Lortz

Licensing Managers authorized through Idaho State Police

Holly Galbraith

Utahna Haines

Premise ID IA-46868



RECEIVED
JUL 10 2025
IDAHO STATE POLICE
ALCOHOL BEVERAGE CONTROL

Premises Number: 1A-46868

Idaho State Police

Retail Alcohol Beverage License

Cycle Tracking Number: 165976

License Year: 2026
License Number: 46868

This is to certify, that Maverik Inc

doing business as: Maverik #779

is licensed to sell alcoholic beverages as stated below at:
86 N Sailer Ave , Kuna, Ada County

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

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

Liquor	No	
Beer	Yes	$0.00
Wine by the bottle	Yes	$0.00
Wine by the glass	No	
Kegs to go	No	
Growlers	No	
Restaurant	No	
On-premises consumption	No	
Multipurpose arena	No	
Plaza	No	
Brewer's Retail	No	

TOTAL FEE: $0.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

MAVERIK INC
MAVERIK #779
185 S. STATE ST
STE 800
SALT LAKE CITY, UT 84062
Mailing Address

License Valid: 09/01/2025 - 04/30/2026

***Expires:* 04/30/2026**

Director of Idaho State Police

2026

ADA COUNTY
STATE OF IDAHO

No. 46868

RETAIL ALCOHOL BEVERAGE LICENSE

THIS IS TO CERTIFY THAT MAVERIK INC
doing business as MAVERIK #779
at 86 N SAILER AVE KUNA ID 83634
a(n) CORPORATION, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of said County, on file in the office of the Clerk of the Board at the Ada County Courthouse, Boise, Idaho.

Dated: 08/15/2025

Bottled/canned beer, Consumed off premise			$25.00
Bottled/canned beer, Consumed on premise			$0.00
Draft beer, Includes draft, bottled, and/or canned			$0.00
Wine by the glass: (This covers Retail & By the Drink			$0.00
Wine by the bottle			$100.00
Liquor Boise City	$0.00	Liquor Meridian City	$0.00
Liquor Eagle City	$0.00	Liquor Kuna City	$0.00
Liquor Garden City	$0.00	Liquor Star City	$0.00
Liquor Racing Facility	$0.00	Eligible Golf Course	$0.00
Total	**$125.00**		

Signature of Licensee or Officer of Corporation

This license is TRANSFERABLE and EXPIRES 05/31/2026.
Witness my hand and seal thisTue Sep 02 14:05:32 MDT 2025

Commissioner

Commissioner

Commissioner

(SEAL)

Clerk of the Board of County Commissioners

(This license must be conspicuously displayed)

City of Kuna

License No. 180601A

$250.00

Granted: 09/08/2025

Expires: 09/19/2025

This Alcohol License is granted to:

Maverik, Inc.

86 N Sailer Ave.
KUNA ID 83634

Permitting the licensee to carry on the business or occupation of:

Temporary Alcohol License

within the Corporate limits of the City of Kuna, for the period of one year, having paid the sum of $250.00 therefore, in conformity with the Provisions of Ordinance of Kuna Municipal Code, Section 3-1.

City Clerk

CITY OF KUNA CORPORATE SEAL STATE OF IDAHO

Mayor

THIS LICENSE MUST BE RENEWED BEFORE THE EXPIRATION DATE
AND BE DISPLAYED IN VIEW ON THE PREMISES

DO NOT DUPLICATE

City of Kuna
751 W 4th St
P.O. Box 13
Kuna ID 83634

208-922-5546

Receipt No: 11.000004481

Sep 8, 2025

180601
Maverik, Inc.
185 S. State Street, Suite 800
Salt Lake City UT 84111

Previous Balance:	331.00
Business Licenses - INTERFACED	50.00
Off Premise Beer	
01-4182	
LICENSES / BEER	
Business Licenses - INTERFACED	200.00
Off Premise Wine	
01-4183	
LICENSES / WINE	
	250.00
Total:	81.00
New Balance:	250.00

Clerk Counter Check
Check No: 0353926

Payor:	250.00
Maverik, Inc.	
Total Applied:	.00
Change Tendered:	

09/08/2025 9:08 AM

DEVELOPMENT SERVICES
KUNA
IDAHO

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:	Madrone Heights Sub. No. 4		Application Number:		25-15-FP		
Date:	9.16.2025		Staff Contact:		Troy Behunin		
Owner/Applicant:	EBS Development, Inc. Owner		Applicant Contact:		timothyeck@me.com		
Representative:	Cheryl Heath KM Engineering, LLLP		Representative Contact:		cheath@kmengllp.com		

Purpose

Applicant requests Final Plat approval for approx. 9.28 acres within an existing R-6 zone; and requests approval in order to subdivide the site into 43 single-family lots. The site is located near the northwest corner of W Kuna and S Ten Mile Roads (APN, S1322438455).

This Final Plat request is a part of the overall Madrone Heights Subdivision.

Statement of Fact	
Parcel Number(s):	S1322438455
Future Land Use Map Designation:	Medium Density Residential
Existing Land Use:	Agriculture
Current Zoning:	R-6, Medium Density Residential – Kuna City
Proposed Zoning:	R-6, Medium Density Residential – Kuna City
Development Area:	9.28 Acres
Adjacent Zoning Districts:	**North:** Agriculture; **East:** RUT (Rural Urban Transition); **South:** Public (Kuna City), RUT (Rural Urban Transition); **West:** RR (Rural Residential)
Adjacent Street(s) Existing & Proposed:	**North:** Nothing; **East:** S Coltsfoot; **South:** Kuna Road; **West:** N Beadlily Ave..
Internal Street(s) Existing & Proposed:	N Beadlily Ave., N Tideberry Ave., W Penstemon St., W Wildberry St., W Trout Lily St.
Adjacent Bike/Pedestrian Facilities:	None
Adjacent Parks:	None
Land Dedication Requirements:	N/A

Comprehensive Plan and Future Land Use Map Analysis

The Comprehensive Plan identifies the subject property as Medium Density Residential, the existing zone is a City of Kuna Zone; R-6 (Medium 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 twelve 12 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.

CASE NO. 25-17-FP

PALOMA RIDGE SUB NO. 1, AMD NO. 1 - FINAL PLAT

Planner: Troy Behunin, TBehunin@KunaID.Gov, 208.387.7729

ALL APPLICATION MATERIALS: 25-17-FP, PALOMA RIDGE SUB NO. 1, AMD. NO. 1.

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.

DEVELOPMENT SERVICES
KUNA
IDAHO

CITY OF KUNA:
CITY COUNCIL
STAFF MEMO

City of Kuna Council Staff Memo

Entitlements Requested:	Final Plat AMD	Rezone	Annexation	Special Use	Planned Unit Development	Design Review	Other
Title:	Paloma Ridge Sub. No. 1, AMD No. 1		Application Number:		25-17-FP		
Date:	09.16.2025		Staff Contact:		Troy Behunin		
Owner/Applicant:	Toll Southwest, LLC - Owner		Applicant Contact:		mtaylor1@tollbrothers.com		
Representative:	Kyle Prewett, Toll Brothers, LLC		Representative Contact:		kprewett@tollbrothers.com		

Purpose

Applicant requests approval to amend the recorded Paloma Ridge No.1, modifying two (2) total lots. Applicant request's approval to reduce an existing easement on lot 1, block 4 and lot 2, block 7. The site is located near the southeast corner of Linder and Columbia Roads (APN's; R6888651340, & R6888650900).

This Final Plat Amendment request is a part of the overall Paloma Ridge Subdivision.

Statement of Fact	
Parcel Number(s):	R6888651340, & R6888650900
Future Land Use Map Designation:	Medium Density Residential
Existing Land Use:	Residential
Current Zoning:	R-6, Medium Density Residential – Kuna City
Proposed Zoning:	R-6, Medium Density Residential – Kuna City
Development Area:	0.39 Acres
Adjacent Zoning Districts:	**North:** R-6 (Medium Residential); **East:** R-6 (Medium Residential); **South:** R-4 (Medium Residential); **West:** R-6 (Medium Residential),
Adjacent Street(s) Existing & Proposed:	**North:** W Chilitna; **East:** Nothing; **South:** S Country Wind; **West:** S Cobalt Sky.
Internal Street(s) Existing & Proposed:	W Giantsbane Dr.
Adjacent Bike/Pedestrian Facilities:	Existing Pedestrian & Bike Paths exist throughout the Subdivision.
Adjacent Parks:	Internal Open Spaces within the Subdivision
Land Dedication Requirements:	N/A

Comprehensive Plan and Future Land Use Map Analysis

The Comprehensive Plan identifies the subject property as mixed-use, the existing zone is a City of Kuna Zone; R-6 (Medium Density Residential). With the Commercial on the hard corner and the current zoning and land use, staff believes 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 twelve 12 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.

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July 1, 2025

City of Kuna
Planning & Zoning Department
751 W 4th Street
Kuna, Idaho 83634

RE: Paloma Ridge Subdivision No. 1 Amendment No. 1 – Final Plat Application Statement of Conformance

Dear Planning and Zoning Staff,

Toll Brothers hereby applies for a Final Plat Application for Paloma Ridge Subdivision No. 1 Amendment No. 1 (the "Project"). The Project contains 2 single-family residential lots on 0.39 acres. The subject lots were created when Paloma Ridge Subdivision No. 1 was recorded on May 19th, 2023. The project is located southeast of the S Linder Road and W Columbia Road intersection in the W ½ of the NW ¼ of Section 12, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho.

The proposed amendment to the Paloma Ridge Subdivision No. 1 final plat will reduce the existing public utility easement on the eastern boundary of the subject lots from 10' to 5'. All relevant public utility providers have been made aware of the intent to reduce the easement width from 10' to 5', and all the providers have approved of the reduction. When Paloma Ridge Subdivision No. 1 was recorded, the 10' side yard easements were left in place as an oversight by Toll Brothers. Per Kuna City Code 5-9-308, "When a side lot line easement is part of a phase boundary… the owner or developer may dedicate not more than five (5) feet of the ten-foot easement onto the adjoining property at the time of the earlier phase, only if the property to be encumbered is part of a subsequent phase owned by the same owner or developer dedicating the easement."

The Project is in conformance with all required conditions of approval, acceptable engineering practices, and local standards. This Project is in substantial compliance with the Paloma Ridge Subdivision preliminary plat, which meets all requirements and conditions as stipulated in the Paloma Ridge Subdivision Findings of Fact signed by the City of Kuna Mayor on May 4th, 2021. No variances or waivers are being requested as part of this development.

Thank you for your time and consideration of this Final Plat Application. If you have any questions or need further information, please don't hesitate to reach out to me at (208) 575-3625 or by email at kprewett@tollbrothers.com.

3103 W Sheryl Drive, Suite 100, Meridian ID 83642
Phone: (208) 424-0020 Fax: (208) 424-0030

Toll Brothers®
LAND DEVELOPMENT

PAVING THE WAY FOR AMERICA'S LUXURY HOMEBUILDER

Sincerely,

Kyle Prewett

Kyle Prewett
Land Entitlement Manager, Idaho
Toll Brothers

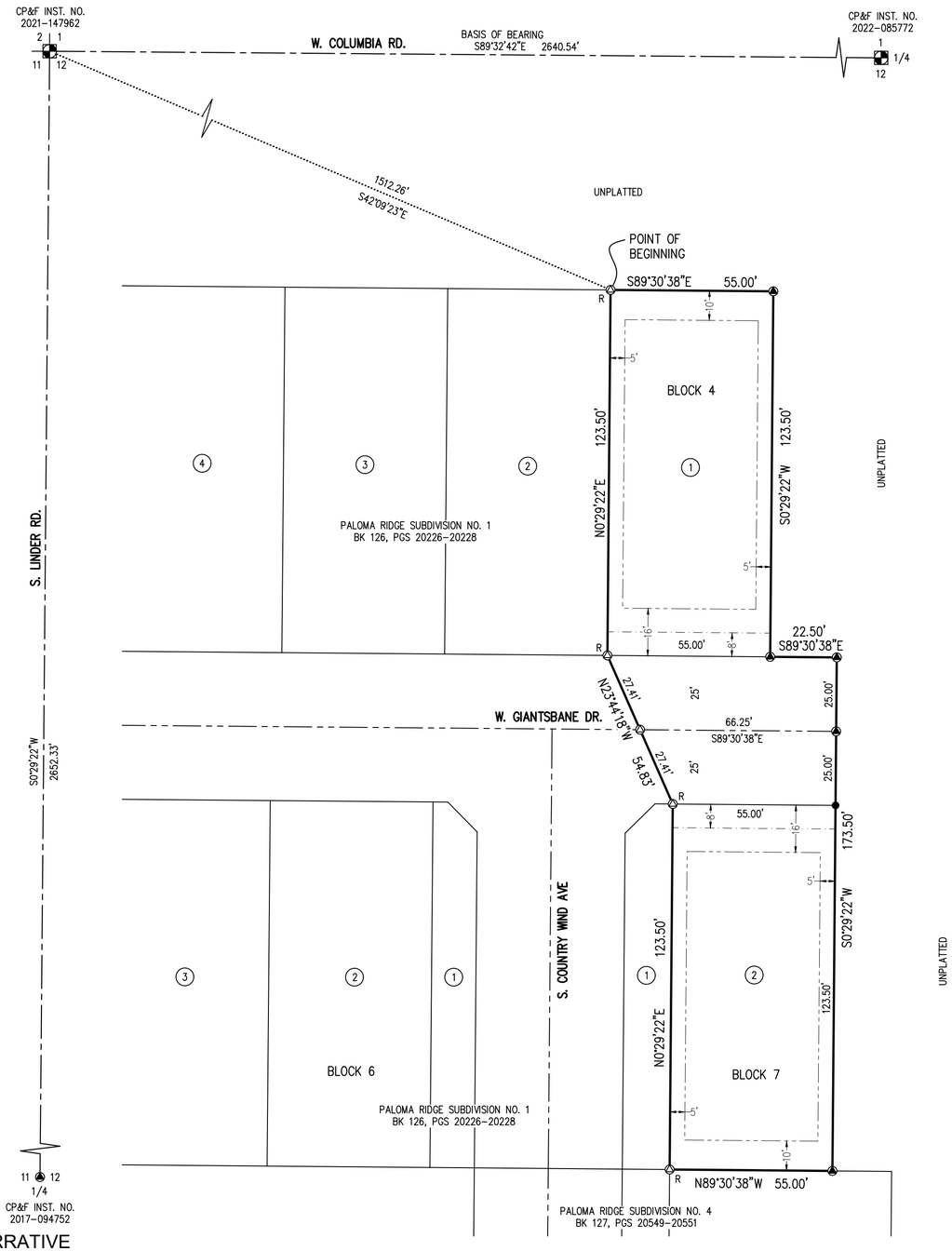
3103 W Sheryl Drive, Suite 100, Meridian ID 83642
Phone: (208) 424-0020 Fax: (208) 424-0030

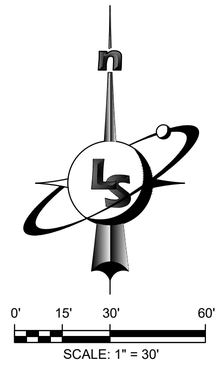
PALOMA RIDGE SUBDIVISION NO. 1 AMENDMENT NO. 1

A REPLAT OF LOT 1, BLOCK 4 AND LOT 2, BLOCK 7 OF PALOMA RIDGE SUBDIVISION NO. 1, BEING LOCATED IN THE W 1/2 OF THE NW 1/4 OF SECTION 12, T2N, R1W, BM, CITY OF KUNA, ADA COUNTY, IDAHO

2025

BOOK ____ , PAGE _____





LEGEND

- FOUND ALUMINUM CAP MONUMENT
- FOUND 5/8" REBAR, PLS 11118 OR AS NOTED
- SET 5/8" REBAR WITH PLS 11118 PLASTIC CAP
- FOUND 1/2" REBAR, PLS 11118, REPLACED WITH 5/8" REBAR WITH PLS 11118 PLASTIC CAP
- SECTION LINE
- CENTER LINE
- PUBLIC UTILITY, PRESSURE IRRIGATION AND LOT DRAINAGE EASEMENT LINE, SEE NOTES 1 & 2
- EXISTING ACHD PERMANENT SIDEWALK EASEMENT LINE PER INSTRUMENT NO. 2022-040373
- SURVEY TIE LINE
- SUBDIVISION BOUNDARY LINE
- LOT LINE
- (18) LOT NUMBER

NOTES

1- LOT 1, BLOCK 4 AND LOT 2, BLOCK 7 ARE SUBJECT TO AN EXISTING PERMANENT EASEMENT FOR PUBLIC UTILITIES, LOT DRAINAGE, AND PRESSURE IRRIGATION OVER THE SIXTEEN (16) FEET ADJACENT TO THE PUBLIC STREET AS GRANTED ON THE PLAT OF PALOMA RIDGE SUBDIVISION NO. 1. THIS EASEMENT SHALL NOT PRECLUDE THE CONSTRUCTION OF HARD-SURFACED DRIVEWAYS AND WALKWAYS TO EACH LOT.

2- LOT 1, BLOCK 4 AND LOT 2, BLOCK 7 ARE SUBJECT TO EXISTING PERMANENT EASEMENTS FOR CITY OF KUNA, PRESSURE IRRIGATION, AND LOT DRAINAGE AS DIMENSIONED, ADJACENT TO SIDE LOT LINES AND THE EXTERIOR SUBDIVISION BOUNDARY.

3- ANY RE-SUBDIVISION OF THIS PLAT SHALL COMPLY WITH THE APPLICABLE REGULATIONS IN EFFECT AT THE TIME OF THE RE-SUBDIVISION.

4- THIS DEVELOPMENT IS SUBJECT TO THE TERMS OF AN ADA COUNTY HIGHWAY DISTRICT TEMPORARY LICENSE AGREEMENT RECORDED AS INSTRUMENT NO. 2022-063363.

5- MAINTENANCE OF ANY IRRIGATION, DRAINAGE PIPE OR DITCH CROSSING A LOT IS THE RESPONSIBILITY OF THE LOT OWNER UNLESS SUCH RESPONSIBILITY IS ASSUMED BY AN IRRIGATION/DRAINAGE DISTRICT.

6- THIS DEVELOPMENT RECOGNIZES IDAHO CODE 22-4503, RIGHT TO FARM ACT, WHICH STATES: NO AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF SHALL BE OR BECOME A NUISANCE, PRIVATE OR PUBLIC, BY ANY CHANGED CONDITION IN OR ABOUT THE SURROUNDING NONAGRICULTURAL ACTIVITIES AFTER IT HAS BEEN IN OPERATION FOR MORE THAN ONE (1) YEAR, WHEN THE OPERATION, FACILITY OR EXPANSION WAS NOT A NUISANCE AT THE TIME IT BEGAN OR WAS CONSTRUCTED. THE PROVISIONS OF THIS SECTION SHALL NOT APPLY WHEN A NUISANCE RESULTS FROM THE IMPROPER OR NEGLIGENT OPERATION OF AN AGRICULTURAL OPERATION, AGRICULTURAL FACILITY OR EXPANSION THEREOF.

8- BUILDING SETBACKS AND DIMENSIONAL STANDARDS IN THIS SUBDIVISION SHALL BE IN COMPLIANCE WITH THE APPLICABLE ZONING REGULATIONS OF THE CITY OF KUNA AND CONDITIONS OF THE STAFF REPORT FOR PALOMA RIDGE SUBDIVISION.

9- MINIMUM BUILDING SETBACK LINES SHALL BE IN ACCORDANCE WITH KUNA CITY ZONING ORDINANCE AT THE TIME OF ISSUANCE OF A BUILDING PERMIT.

10- PRESSURE IRRIGATION WATER WILL BE PROVIDED BY THE PALOMA RIDGE HOMEOWNERS ASSOCIATION IN COMPLIANCE WITH IDAHO CODE SECTION 31-3805(1)(b). ALL LOTS WITHIN THE SUBDIVISION WILL BE ENTITLED TO IRRIGATION WATER RIGHTS THROUGH THE PALOMA RIDGE HOMEOWNERS ASSOCIATION, AND WILL BE OBLIGATED FOR ASSESSMENTS FROM SAID ASSOCIATION.

11- THIS SUBDIVISION IS LOCATED WITHIN ZONE X AS SHOWN OF THE FIRM PANEL 250 OF 875, ADA COUNTY, IDAHO AND INCORPORATED AREAS, AND IS NOT LOCATED WITHIN THE FLOODPLAIN.

12- THE HOMEOWNERS ASSOCIATION (HOA), ITS OWNERSHIP, AND MAINTENANCE COMMITMENTS CANNOT BE DISSOLVED WITHOUT THE EXPRESS WRITTEN CONSENT OF THE CITY OF KUNA, IDAHO.

13- THIS DEVELOPMENT IS SUBJECT TO THE COVENANTS, CONDITIONS AND RESTRICTIONS FOR PALOMA RIDGE SUBDIVISION, RECORDED AS INSTRUMENT NO. 203-042174 IN ADA COUNTY, IDAHO, AND AS SUCH MAY BE SUBSEQUENTLY AMENDED.

14- THAT PORTION OF W. GIANTSBANE DRIVE INCLUDED IN THIS RE-PLAT WAS PREVIOUSLY DEDICATED FOR PUBLIC RIGHT-OF-WAY ON THE PLAT FOR PALOMA RIDGE SUBDIVISION NO. 1.

SURVEYOR'S NARRATIVE

THE PURPOSE OF THIS PLAT IS TO RE-PLAT LOT 1 OF BLOCK 6, AND LOT 2 OF BLOCK 7 OF PALOMA RIDGE SUBDIVISION NO. 1 AS FILED IN BOOK 126 OF PLATS ON PAGES 20226 THROUGH 20228, RECORDS OF ADA COUNTY, IDAHO, AS SHOWN. THE BOUNDARY FOR THIS SUBDIVISION WAS DEVELOPED FROM SURVEYED TIES TO CONTROLLING LOT CORNER MONUMENTATION FOR SAID PLAT. THE SURVEYED MONUMENTATION AND CONTROLLING BOUNDARIES FIT THE RECORD WELL AND WERE ACCEPTED TO ESTABLISH THE BOUNDARY FOR THIS SUBDIVISION SHOWN HEREON.

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JOB NO. 20-17

PALOMA RIDGE SUBDIVISION NO. 1 AMENDMENT NO. 1

BOOK ____ , PAGE _____

CERTIFICATE OF OWNERS

KNOW ALL MEN BY THESE PRESENTS: THAT WE, THE UNDERSIGNED, ARE THE OWNERS OF THE REAL PROPERTY DESCRIBED BELOW IN ADA COUNTY, IDAHO, AND THAT WE INTEND TO INCLUDE THE FOLLOWING DESCRIBED PROPERTY IN THIS PLAT;

A REPLAT OF LOT 1, BLOCK 4 AND LOT 2, BLOCK 7 OF PALOMA RIDGE SUBDIVISION NO. 1 AS SHOWN IN BOOK 126 OF PLATS ON PAGES 20226 THROUGH 20228, RECORDS OF ADA COUNTY, IDAHO, BEING LOCATED IN THE W ½ OF THE NW ¼ OF SECTION 12, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT AN ALUMINUM CAP MONUMENT MARKING THE NORTHWEST CORNER OF SAID SECTION 12, FROM WHICH AN ALUMINUM CAP MONUMENT MARKING THE NORTH 1/4 CORNER OF SAID SECTION 12 BEARS S 89°32'42" E A DISTANCE OF 2640.54 FEET;

THENCE S 42°09'23" E A DISTANCE OF 1512.26 FEET TO A POINT MARKING THE NORTHWEST CORNER OF SAID LOT 1, BLOCK 4 AND THE **POINT OF BEGINNING**;

THENCE ALONG THE NORTHERLY BOUNDARY OF SAID LOT 1, BLOCK 4 S 89°30'38" E A DISTANCE OF 55.00 FEET TO A POINT MARKING THE NORTHEAST CORNER OF SAID LOT 1;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID LOT 1 S 0°29'22" W A DISTANCE OF 123.50 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF SAID LOT 1;

THENCE ALONG THE EASTERLY BOUNDARY OF SAID PALOMA RIDGE SUBDIVISION NO. 1 S 89°30'38" E A DISTANCE OF 22.50 FEET TO A POINT MARKING AN ANGLE POINT ON SAID EASTERLY BOUNDARY;

THENCE CONTINUING ALONG SAID EASTERLY BOUNDARY, A PORTION OF WHICH IS THE EASTERLY BOUNDARY OF SAID LOT 2, BLOCK 7, S 0°29'22" W A DISTANCE OF 173.50 FEET TO A POINT MARKING THE SOUTHEAST CORNER OF SAID LOT 2;

THENCE ALONG THE SOUTHERLY BOUNDARY OF SAID LOT 2 N 89°30'38" W A DISTANCE OF 55.00 FEET TO A POINT MARKING THE SOUTHWEST CORNER OF SAID LOT 2;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 2 N 0°29'22" E A DISTANCE OF 123.50 FEET TO A POINT MARKING THE NORTHWEST CORNER OF SAID LOT 2;

THENCE LEAVING SAID BOUNDARY N 23°44'18" W A DISTANCE OF 54.83 FEET TO A POINT MARKING THE SOUTHWEST CORNER OF SAID LOT 1, BLOCK 4;

THENCE ALONG THE WESTERLY BOUNDARY OF SAID LOT 1 N 0°29'22" E A DISTANCE OF 123.50 FEET TO THE **POINT OF BEGINNING.**

SAID PARCEL CONTAINS 0.39 ACRES, MORE OR LESS.

ALL THE LOTS IN THIS SUBDIVISION WILL BE ELIGIBLE TO RECEIVE WATER SERVICE FROM THE CITY OF KUNA. THE CITY OF KUNA HAS AGREED IN WRITING TO SERVE ALL THE LOTS IN THIS SUBDIVISION.

THE PUBLIC STREET SHOWN ON THIS PLAT WAS PREVIOUSLY DEDICATED TO THE PUBLIC ON THE PLAT FOR PALOMA RIDGE SUBDIVISION NO. 1. PUBLIC UTILITY, IRRIGATION AND DRAINAGE EASEMENTS ON THIS PLAT ARE NOT DEDICATED TO THE PUBLIC, BUT THE RIGHT OF ACCESS TO, AND USE OF, THESE EASEMENTS IS HEREBY RESERVED FOR PUBLIC UTILITIES, DRAINAGE AND FOR ANY OTHER USES AS MAY BE DESIGNATED HEREON AND NO PERMANENT STRUCTURES OTHER THAN FOR SAID USES ARE TO BE ERECTED WITHIN THE LIMITS OF SAID EASEMENTS.

IN WITNESS WHEREOF WE HAVE HEREUNTO SET OUR HAND THIS ____ DAY OF _____ , 20___.

TOLL SOUTHWEST LLC, A DELAWARE LIMITED LIABILITY COMPANY

_____

BY: RYAN HAMMONS, DIVISION PRESIDENT

ACKNOWLEDGMENT

STATE OF IDAHO }
COUNTY OF ADA } S.S.

ON THIS ____ DAY OF _____ , 20___, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE PERSONALLY APPEARED RYAN HAMMONS, KNOWN TO ME TO BE THE DIVISION PRESIDENT OF TOLL SOUTHWEST LLC, A DELAWARE LIMITED LIABILITY COMPANY, WHO SUBSCRIBED SAID LIMITED LIABILITY COMPANY'S NAME TO THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED THE SAME IN SAID LIABILITY COMPANY'S NAME.

IN WITNESS WHEREOF, I HAVE HEREUNTO SET MY HAND AND AFFIXED MY OFFICIAL SEAL THE DAY AND YEAR IN THIS CERTIFICATE FIRST ABOVE WRITTEN.

MY COMMISSION EXPIRES_____

RESIDING AT _____

_____
NOTARY PUBLIC FOR THE STATE OF IDAHO

CERTIFICATE OF SURVEYOR

I, CLINTON W. HANSEN, DO HEREBY CERTIFY THAT I AM A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF IDAHO, AND THAT THIS PLAT AS DESCRIBED IN THE "CERTIFICATE OF OWNERS" WAS DRAWN FROM THE FIELD NOTES OF A SURVEY MADE ON THE GROUND UNDER MY DIRECT SUPERVISION AND ACCURATELY REPRESENTS THE POINTS PLATTED THEREON, AND IS IN CONFORMITY WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

CLINTON W. HANSEN
PLS 11118

PROFESSIONAL LAND SURVEYOR REGISTERED 11118 STATE OF IDAHO CLINTON W. HANSEN 5/24/23

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JOB NO. 20–17

PALOMA RIDGE SUBDIVISION NO. 1 AMENDMENT NO. 1

BOOK ____ , PAGE _____

HEALTH CERTIFICATE

SANITARY RESTRICTIONS AS REQUIRED BY IDAHO CODE, TITLE 50, CHAPTER 13, HAVE BEEN SATISFIED ACCORDING TO THE LETTER TO BE READ ON FILE WITH THE COUNTY RECORDER OR HIS AGENT LISTING THE CONDITIONS OF APPROVAL. SANITARY RESTRICTIONS MAY BE RE-IMPOSED, IN ACCORDANCE WITH SECTION 50-1326, IDAHO CODE, BY THE ISSUANCE OF A CERTIFICATE OF DISAPPROVAL.

_____

CENTRAL DISTRICT HEALTH, EHS DATE

APPROVAL OF CITY COUNCIL

I, THE UNDERSIGNED, CITY CLERK IN AND FOR THE CITY OF KUNA, ADA COUNTY ,IDAHO, DO HEREBY CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL HELD ON THE ____ DAY OF _____ , 20___, THIS PLAT WAS DULY ACCEPTED AND APPROVED.

_____

CITY CLERK

APPROVAL OF THE CITY ENGINEER

I, THE UNDERSIGNED, CITY ENGINEER IN AND FOR THE CITY OF KUNA, ADA COUNTY, IDAHO, HEREBY APPROVE THIS PLAT.

_____

CITY ENGINEER ~ KUNA, IDAHO

APPROVAL OF ADA COUNTY HIGHWAY DISTRICT

THE FOREGOING PLAT WAS ACCEPTED AND APPROVED BY THE BOARD OF ADA COUNTY HIGHWAY DISTRICT COMMISSIONERS ON THE ____ DAY OF _____ , 20___.

_____

PRESIDENT, ADA COUNTY HIGHWAY DISTRICT
TRUSTEE OF EXISTING PUBLIC RIGHT-OF-WAY

CERTIFICATE OF THE COUNTY SURVEYOR

I, THE UNDERSIGNED, PROFESSIONAL LAND SURVEYOR FOR ADA COUNTY, IDAHO, HEREBY CERTIFY THAT I HAVE CHECKED THIS PLAT AND FIND THAT IT COMPLIES WITH THE STATE OF IDAHO CODE RELATING TO PLATS AND SURVEYS.

_____

ADA COUNTY SURVEYOR

CERTIFICATE OF THE COUNTY TREASURER

I, THE UNDERSIGNED, COUNTY TREASURER IN AND FOR THE COUNTY OF ADA, STATE OF IDAHO, PER THE REQUIREMENTS OF I.C. 50-1308, DO HEREBY CERTIFY THAT ANY AND ALL CURRENT AND OR DELINQUENT COUNTY PROPERTY TAXES FOR THE PROPERTY INCLUDED IN THIS SUBDIVISION HAVE BEEN PAID IN FULL. THIS CERTIFICATION IS VALID FOR THE NEXT THIRTY (30) DAYS ONLY.

DATE: _____ _____

COUNTY TREASURER

CERTIFICATE OF COUNTY RECORDER

STATE OF IDAHO } S.S.
COUNTY OF ADA }

INSTRUMENT NO. _____

I HEREBY CERTIFY THAT THIS INSTRUMENT WAS FILED FOR RECORD AT THE REQUEST OF LAND SOLUTIONS, P.C., AT ____ MINUTES PAST ___ O'CLOCK __ .M. ON THIS ____ DAY OF _____ , 20___, IN BOOK ____ OF PLATS AT PAGES _____.

_____ _____

DEPUTY EX-OFFICIO RECORDER

FEE: _____

CLINTON W. HANSEN
PLS 11118

PROFESSIONAL LAND SURVEYOR REGISTERED 11118 STATE OF IDAHO CLINTON W. HANSEN 01/29/20

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JOB NO. 20-17

SHEET 3 OF 3

RESOLUTION NO. R67-2025
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO SIGN; AND AUTHORIZING THE MAYOR TO EXECUTE THE ANIMAL WELFFARE AND ENFORCEMENT AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

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

Section 1. The Mayor is hereby authorized to sign, attached hereto as "**EXHIBIT A**" the Animal Welfare and Enforcement Agreement with Idaho Humane Society

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

PASSED BY THE COUNCIL of Kuna, Idaho this 16th day of September, 2025.

APPROVED BY THE MAYOR of Kuna, Idaho this 16th day of September, 2025.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Nathan Stanley, City Clerk

ANIMAL WELFARE AND ENFORCEMENT AGREEMENT
BY AND BETWEEN
KUNA AND THE IDAHO HUMANE SOCIETY

This Animal Welfare and Enforcement Agreement (this "Agreement") is entered into by and among the Idaho Humane Society, Incorporated, an Idaho non-profit corporation ("IHS") and City of Kuna, a municipal corporation and governmental subdivision, organized and existing pursuant to the laws of the State of Idaho ("Kuna"). Kuna may sometimes be referred to herein as a "Public Agency". IHS or the Public Agency individually may be referred to herein as a "Party" and collectively as the "Parties."

WHEREAS the Public Agency desires the assistance of a third-party provider to aid in the provision of certain animal welfare and enforcement services, more particularly described in Exhibit A attached hereto and made a part hereof (the "Scope of Service"), which the Public Agency is authorized to provide pursuant to Idaho Code Sections 50-302, 50-319, 31-714, and various code provisions of the Public Agency; and

WHEREAS IHS is uniquely qualified and able to provide the desired services within the territorial limits of the Public Agency safely and humanely, pursuant to the terms and conditions contained herein.

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

A. **Effective Date; Term.** The term of this Agreement is from October 1, 2025 (the "Effective Date") through September 30, 2026 (the "Termination Date") (the "Term").

B. **Purpose; Grant of Authority.** IHS shall be the Public Agency's animal welfare and enforcement contractor and shall be responsible for the enforcement of all applicable animal regulatory ordinances of that Public Agency's codes and applicable provisions of Idaho Code, except as otherwise stated herein or as IHS and the Public Agency may otherwise subsequently agree in writing. Additionally, IHS is the "Animal Control Agency" for the Public Agency as that term is defined in Public Agency's code. Nothing contained herein shall be interpreted to preclude the Public Agency from contracting separately with IHS for the provision of other services.

C. **Contract Price; Payment; Additional Compensation.**

Contract Price. The Parties agree that the overall annual contract fee for IHS's performance of services as contemplated by this Agreement shall be one hundred seventy-one thousand, one hundred thirty-two dollars ($171,132), paid in twelve (12) equal monthly installments, each installment payable on or before the 15th of each month during the Term.

1. **Additional Compensation**. IHS shall sell animal licenses on behalf of the Public Agency and collect such fees. These fees shall be either retained or remitted to the Public Agency as set forth in detail in Schedule 2, attached hereto and incorporated into this Agreement by reference. IHS shall make a good faith effort to collect these animal licensing fees as set forth in Exhibit A. Nothing in this section shall be construed to limit the ability of the Public Agency to sell its own animal licenses or to permit other third-party entities to sell such Public Agency's animal licenses, and to collect the fees from such sales.

2. **Annual Review of Operating Expenses.** IHS's operating expenses shall be reviewed annually by the Parties and contract adjustments made based on the budgeted amount in comparison to the actual amount spent on operating costs.

D. **Independent Contractor.** In all matters between the Parties pertaining to this Agreement, the relationship between the Public Agency and IHS is that of principal and independent contractor. Neither IHS nor any person performing work on behalf of IHS shall be deemed to be an employee of the Public Agency. The selection and supervision of IHS's personnel performing work pursuant to this Agreement shall be in the sole discretion of IHS. Neither IHS nor any person performing work on behalf of IHS shall be deemed to acquire any of the rights, privileges, powers, or advantages of an employee of the Public Agency, or vice versa; however, those persons performing work on behalf of IHS shall act as a limited agent on behalf of the Public Agency, which limited agency granted herein shall be strictly limited to performance under this Agreement expressly set forth herein and shall not extend to any other purpose.

E. **Audits and Inspection.** At any time during normal business hours and as often as the Public Agency may deem necessary, there shall be made available to the Public Agency for examination all IHS's records concerning all matters covered by this Agreement. IHS shall permit the Public Agency to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and other data relating to all matters covered by this Agreement. At their own expense, the Public Agency may hire an independent auditor to conduct a fiscal year audit of all expenses and revenues and services provided hereunder. Any auditor engaged by the Public Agency must use the generally accepted auditing standards. IHS shall maintain books, records, reports, and accounts adequate to allow the auditor to evaluate fully, assess, and audit IHS's performance of the Scope of Service.

F. **Scope of Work.**

1. **Enforcement.** IHS shall act as a limited agent for the Public Agency to enforce applicable animal provisions of the Public Agency's codes and applicable animal provisions of Idaho Code, and shall be responsible for selecting and training qualified animal enforcement and administration officers and employees to carry out these services. These enforcement officers shall be "Animal Control Officer[s]" as that term is defined and used in the Public Agency's code. The expected service levels by which IHS shall provide the enforcement of applicable animal codes, train and manage animal enforcement and administration officers, and perform other related tasks as set forth with specificity in Exhibit A.

2. **Animal Welfare Services.** IHS shall provide animal welfare services within the respective territorial limits of the Public Agency, including investigating complaints, responding to calls for service, patrolling (as time and personnel permit), issuing citations to suspected violators and following through by appearing to testify in court as appropriate, apprehending and impounding stray and other animals, picking up dead or injured animals within the public right-of-way and respective territorial limits of the Public Agency, and other services as appropriate. The expected service levels by which IHS shall provide animal welfare services and perform other related tasks are set forth with specificity in Exhibit A.

3. **Recordkeeping.** IHS shall prepare and maintain complete and accurate records regarding the performance of services under this Agreement, including, but not limited to, detailed annual operating expenses records and the disposition of impounded animals. IHS shall account for services under this Agreement separately from other functions to the extent administratively feasible and shall provide a reasonable basis for allocated costs. IHS shall make all records, accounting information, and related documents concerning matters covered by this Agreement available to the Public Agency upon request for inspection, copying, and audit. The expected

service levels by which IHS shall maintain certain records and provide reports and documentation based on these records are set forth with specificity in Exhibit A.

4. Promote Responsible Animal Ownership. IHS shall provide services designed to support the goal of responsible animal ownership in the respective territorial limits of the Public Agency, including but not limited to public information and education, making recommendations for needed changes in policies, fees, ordinances, and legislation, and other community animal welfare matters. The expected service levels by which IHS shall promote responsible animal ownership are set forth with specificity in Exhibit A.

5. Data Management. IHS shall follow all local, state, and federal laws and regulations with respect to personally identifiable information and credit card information. IHS shall implement best practices standards for administrative, physical, and technical safeguards to protect personally identifiable information from unauthorized use, access, or disclosure. In the event of a breach, IHS must immediately notify the Public Agency in writing of any unauthorized disclosure of personally identifiable information or information that would generally be considered confidential. Upon the expiration or termination of this Agreement, IHS shall promptly provide to the Public Agency all copies of their respective data and information, whether in written, electronic, or other form or media format.

6. Additional Scope of Work. Additional services to be provided by IHS, if any, are described in the attached Exhibit A.

7. Exceptions to Scope of Work. IHS shall not be required to perform any task or be responsible for any duty, except as expressly stated herein.

G. Grant of Authority to IHS. The Public Agency agrees to, and shall, ensure that such Public Agency takes whatever action such Public Agency deems necessary to grant or delegate authority to IHS to perform services under this Agreement for that Public Agency within such Public Agency's territorial limits.

H. Compliance with Laws. In the performance of services under this Agreement, IHS shall comply with all applicable federal, state, and the Public Agency's laws, regulations, and ordinances in effect or promulgated during the Term. This obligation includes timely payment of all taxes and license fees. If IHS determines it is unable to comply with any law, regulation, or ordinance in the performance of services under this Agreement, IHS must immediately notify the Public Agency in writing, and the Parties shall meet to attempt to resolve the matter between themselves with due diligence.

I. Non-Waiver of Agreement Provisions. Failure by the representatives of any of the Parties to, at any time, enforce or require strict compliance with any terms or conditions of this Agreement shall not constitute a waiver of, or affect, or impair such terms or conditions in any way; nor shall such failure affect the rights of the Parties to avail themselves at any time of such remedies as they may have for any breach of such terms or conditions against another Party.

J. Indemnification. These indemnification provisions apply only between IHS and the Public Agency.

1. IHS shall indemnify, save, hold harmless, and defend the Public Agency from, for, and against any and all direct or third-party claims, actions, judgments, damages, injuries to persons or property, losses, liabilities, and expenses caused by, or arising out of an act or omission of IHS or

IHS's officers, employees, agents, servants, and volunteers in connection with IHS's performance under this Agreement and not caused by or arising out of the tortious conduct of the Public Agency or its respective officers, officials, employees, agents, servants, and volunteers, or the Public Agency's code that is deemed unconstitutional or in conflict with state or federal law.

2. Notwithstanding anything to the contrary in this Agreement, the liability of the Public Agency is at all times strictly limited and controlled by the provisions of the Idaho Tort Claims Act, Idaho Code Sections 6-901 through 6-929, inclusive, as or hereafter amended. Nothing herein shall be deemed a waiver of any privilege, immunity, protection, or defense afforded to the Public Agency as a political subdivision of the state of Idaho, under the Idaho Constitution, the Idaho Tort Claims Act, or any other applicable law, and shall not be construed to waive any such protections, which are hereby expressly retained.

K. Certification Regarding Ownership and Operation. Pursuant to Idaho Code § 67-2357, Provider certifies that it is not currently owned or operated by the government of China and will not, for the duration of this Contract, be owned or operated by the government of China.

L. Certification Regarding Anti-Boycott of Israel. Pursuant to Idaho Code § 67-2346, if this contract is one hundred thousand dollars ($100,000) or more and/or vendor/contractor employs ten (10) or more persons, vendor/contractor certifies that it is not currently engaged in, and will not for the duration of the Project engage in, a boycott of goods or services from Israel or territories under its control.

M. Certification Regarding Abortion. Pursuant to Idaho Code § 18-8703, vendor/contractor certifies that it is not an abortion provider nor an affiliate of an abortion provider such that entry into this Agreement is not prohibited.

N. Insurance.

1. Insurer's A.M. Best Rating. IHS shall, at its own expense, procure and maintain insurance coverage, written by an insurance company or companies with an A.M. Best rating of A VIII or better and authorized to do business in the state of Idaho, throughout the Term.

2. Standard Insurance Coverages and Limits of Liability Required:

a. Worker's Compensation Insurance. Where required by law, IHS shall have and maintain during the Term of this Agreement, Worker's Compensation Insurance, including Employer's Liability, meeting the statutory requirements of the state of Idaho. Employer's Liability insurance in the following minimum amounts:

Bodily Injury by Accident	$100,000 each accident
Bodily Injury by Disease	$500,000 policy limit
Bodily Injury by Disease	$100,000 each employee

In case any such work is sublet, IHS shall require its sub-contractors to provide Worker's Compensation and Employer's Liability Insurance.

b. Commercial General Liability. IHS shall have and maintain throughout the Term, Commercial General Liability Insurance, with the following minimum limits of liability:

General Aggregate	$2,000,000
Product/Completed Operations Aggregate	$2,000,000
Personal & Advertising Injury Liability	$1,000,000
Per Occurrence	$1,000,000
Fire Legal Liability	$ 50,000

c. Automobile Liability Insurance. For all owned, non-owned, and hired vehicles, IHS shall maintain throughout the Term, Business Automobile Liability insurance providing bodily injury and property damage liability coverage for a minimum of one million dollars ($1,000,000) per occurrence limit. Business Automobile Liability insurance shall be written on a standard ISO policy form, or equivalent, providing coverage for liability arising out of owned, hired, or non-owned vehicles in connection with this Agreement. If IHS has no owned motor vehicles, then hired and non-owned motor vehicle liability coverage with a minimum limit of one million dollars ($1,000,000) per accident for bodily injury and property damage is required. Where applicable, the Public Agency shall be named as additional insured.

3. Public Agency as Additional Insured. IHS shall include the Public Agency as an additional insured to all of the insurance coverage listed above; which shall also be as primary and non-contributory with any insurance or self-insurance coverage or limits of liability maintained by the respective Public Agency, and in the form of a duly issued additional insured endorsement and attached to the policy or by the appropriate blanket additional insured policy wording, and in any other manner further required by IHS's insurance coverage to provide the Public Agency additional insured coverage as set forth herein.

4. No Limitation of Liability. Insurance coverage and limits of liability as specified herein are minimum coverage and liability requirements only. Nothing in this Agreement's requirements for minimum insurance coverage shall be interpreted to limit or release the liability of IHS or any of IHS's insurers.

5. Require Separation of Insured Provision; Cross-Liability Exclusion; and Other Endorsements Prohibited. IHS's insurance policy shall include a "separation of insureds" or "severability" clause that applies coverage separately to each insured and additional insured, except with respect to the limits of the insurer's liability. IHS's insurance policy shall not contain any provisions, exclusion, or endorsement that limits, bars, or effectively precludes the Public Agency from coverage or asserting a claim under IHS's insurance policy on the basis that the coverage or claim is brought by an insured or additional insured against an insured or additional insured under the policy. Failure to comply with any of the requisite insurance provisions shall be a material breach of this Agreement and grounds for termination of the Agreement or, if applicable, and at the discretion of the Public Agency, shall serve as grounds for the Public Agency to procure or renew insurance coverage with any related costs of premiums to be repaid by IHS or offset against the Contract payment to IHS.

6. Evidence of Insurance. IHS shall provide the following as evidence of insurance:

a. A certificate of liability insurance evidencing coverages, limits of liability, and other terms and conditions as specified herein. In the "Certificate Holder" field of the certification of insurance, the individual Public Agency's name shall be written in; and

b. An attached designated additional insureds endorsement or blanket additional insureds wording to the required insurance policies that names the Public Agency.

At any time upon the Public Agency's request, IHS shall also cause to be timely furnished a copy of declarations pages and schedules of forms and endorsements. If the Public Agency tenders a claim or lawsuit for defense and indemnity invoking additional insured status, and the insurer either denies the tender or issues a reservation of rights letter, IHS shall also cause a complete and certified copy of the requested policy to be timely furnished to the requesting Public Agency.

7. Notice of Cancellation or Modification, Renewal. IHS's certificates of insurance shall be signed by an authorized representative of the issuing insurance carrier and shall state that the issuing company shall provide the Parties with a minimum of thirty (30) days' written notice prior to canceling or reducing any of the policies or limits required by this Agreement. Renewal certificates or binders must be provided to the Parties a minimum of five (5) days prior to the effective date of the renewal. If binders are used, they must be replaced by appropriate insurance certificates no later than thirty (30) days after the effective date.

O. Termination.

1. Termination of this Agreement shall not relieve the Parties of their obligations or liability to each other incurred prior to the Termination Date.

2. This Agreement shall automatically terminate between the Public Agency and IHS immediately upon the following events:

a. IHS is dissolved; or

b. The Term expires.

3. This Agreement shall terminate between the Public Agency and IHS upon the following events and with thirty (30) business days prior written notice to the other Party:

a. The Public Agency or IHS gives the other Party written notice of termination, which termination shall be effective on the first day of the calendar month that is at least thirty (30) calendar days after delivery of such notice of termination. The Public Agency or IHS may terminate, in whole or in part, its interest in the Agreement for any reason or no reason.

b. The Public Agency fails to appropriate adequate funds for this Agreement in its budget for the fiscal year, in which case the Public Agency shall notify IHS of any non-appropriation of funds within thirty (30) business days of such non-appropriation.

c. The Public Agency and IHS agree, in writing, to terminate this Agreement.

4. Termination for any reason under this section shall be effected by delivery to IHS or the Public Agency, as applicable, of a termination notice at least thirty (30) calendar days prior to the

termination effective date, specifying the extent to which performance of services is terminated, and the time when such termination becomes effective.

5. Obligations Upon Expiration or Termination. Upon expiration or termination of the Agreement for any of the reasons, IHS shall be compensated for all services it rendered prior to the effective date of termination. The terminating Public Agency shall not be liable for services performed after the effective date of termination. Upon termination, IHS shall return all materials, documents, equipment, data and information, or property owned by the Public Agency or items held by IHS on the terminating Public Agency's behalf.

6. Survival. This section shall survive the expiration or termination of this Agreement.

P. Additional Terms and Conditions. Additional terms and conditions are contained in the attached Exhibit A.

Q. Miscellaneous Terms.

1. Integration. This Agreement constitutes the entire agreement of the Parties with respect to its subject matter, and this Agreement supersedes all prior agreements and understandings, whether written or oral, with respect to its subject matter.

2. Amendment. This Agreement may be amended at any time by mutual written agreement signed by the authorized representative of each Party; provided, however, nothing contained herein shall be interpreted to preclude the Public Agency from contracting separately with IHS for the provision of other services.

3. Interpretation. This Agreement was reviewed by the Parties' legal counsel. Accordingly, this Agreement shall be interpreted and construed fairly, according to its plain language, and not for or against any Party, regardless of which Party drafted it or caused its drafting.

4. Notices. Each Party shall deliver all communications in writing either in person, by certified or registered mail (return receipt requested and postage prepaid), by email, or by a recognized overnight courier service, and addressed to the other Parties as set forth below:

Idaho Humane Society
ATTN: Chief Executive Officer
1300 S. Bird Street
Boise, Idaho 83709
jrosenthal@idahohumanesociety.org

City of Kuna
ATTN: City Clerk
751 W. 4th Street
Kuna, Idaho 83634
CityClerk@KunaID.gov

A Party may change its notice address by notifying each other Party as described in this section.

5. Attorney's Fees. In the event of any dispute or litigation arising from this Agreement or its subject matter, the prevailing party in such dispute or litigation may recover its costs and reasonable attorneys' fees as may be provided by applicable Idaho law.

6. Assignment. Neither IHS nor the Public Agency may assign any of their rights or obligations under this Agreement without first obtaining the written consent of all the Parties.

7. Choice of Law. This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Idaho. Venue for any action brought pursuant to this Agreement shall be in the Fourth Judicial District of the State of Idaho, in and for Ada County.

8. Non-Discrimination in Employment. In performing the services required herein, IHS or its sub-contractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age, or disability. It is IHS's responsibility to ensure that its sub-contractor complies with this section.

9. Severability. Any section or provision of this Agreement that is held invalid by a court of competent jurisdiction shall be stricken, and the remainder of this Agreement shall continue in full effect.

10. Counterparts. The Parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed on and the same instrument.

11. Authority. By such person's signature below, the person executing this Agreement on behalf of a Party warrants that such person has authority to sign on behalf of that Party.

12. Approval Required. This Agreement shall not become effective or binding until approved and executed by the Parties.

End of Agreement

[*Signatures appear on the following pages*]

IN WITNESS WHEREOF, the authorized agent or representatives of the Public Agency and IHS executed this Agreement and made it effective as hereinabove provided.

Idaho Humane Society, Incorporated:

By: _____
Dr. Jeff Rosenthal, Chief Executive Officer

Date: _____

City of Kuna:

By: _____
Joe Stear, Mayor

Date: _____

ATTEST:

_____
Nathan Stanley, City Clerk

EXHIBIT A

Scope of Service

The terms and conditions contained in this scope of service are expressly made a part of this Animal Welfare and Enforcement Agreement:

I. Statutes and Ordinances; Public Agency Specific Scope of Service.

A. Statutes and Ordinances. IHS shall perform its duties under this Agreement in accordance with federal, state, and local laws and regulations.

B. Public Agency Specific Scope of Service.

1. Kuna Specific Scope of Service. IHS shall provide animal enforcement services to all areas, both public and private, within Kuna's municipal boundaries. During the term of this Agreement, IHS shall serve as the Animal Control Agency and shall be responsible for administering the City of Kuna's Animal Control Ordinance, Chapter 3 of Title 10, Kuna City Code, except as otherwise expressly stated herein or as City of Kuna and IHS may otherwise agree in writing.

II. Animal Code Enforcement. IHS shall act as the limited agent for the Public Agency in enforcing applicable animal provisions of that Public Agency's codes and shall be responsible for selecting and training qualified animal enforcement and administration officers and employees to carry out these services as Animal Control Officers.

A. General Enforcement.

1. General Hours and Days of Service. Enforcement services shall operate seven (7) days per week, from 8:00 a.m. to 6:00 p.m.

2. In performing duties under Section I of this Scope of Service:

a. IHS shall timely investigate all calls for animal enforcement service, and as contemporaneously as possible, draft clear and complete reports sufficient to support the prosecution of the offense.

b. IHS shall collect available evidence at the time of investigation and shall include it with the corresponding reports as may be necessary.

c. IHS shall timely file all citations, reports, and any required notices with the Court and/or the Public Agency as appropriate.

d. Upon request by a Public Agency, IHS shall timely provide the Public Agency the citation, reports, notices, or evidence.

e. IHS shall appear on time for all court hearings and trials and shall be fully prepared to testify, including, without limitation: having reviewed all relevant reports, audio recordings, video recordings, and other records and evidence in regard to which the subpoenaed IHS employee may be asked to testify.

f. For any cases involving animal cruelty and nuisance violations (i.e., bites, barking, aggressive behavior, etc.) the investigating IHS Animal Control Officer shall search IHS's internal case management database for any prior incidents involving the same suspect animal-owner and/or animal. If prior incidents are discovered, a reference to such priors shall be included in the current investigation report.

g. IHS officers and/or employees shall obey subpoenas and notify the relevant Public Agency at the earliest opportunity of any scheduling conflicts that may prevent the appearance of a subpoenaed IHS employee at a scheduled court date or meeting.

h. The Public Agency shall notify IHS at the earliest opportunity of any changes, delays, or cancellations of any court hearings or meetings to which the IHS employee is subpoenaed or scheduled to attend.

i. For cases involving designation of dogs as at-risk or dangerous, impoundment, or other civil enforcement decisions, IHS will prepare and serve any notices required by the Public Agency's code or Idaho State Code on the parties required to be served and will process appeal of those enforcement decisions as set forth in the Public Agency's code.

j. IHS shall provide to the Public Agency an accurate telephone contact list containing the names, titles and direct office telephone numbers of IHS CEO, CFO, and Director of Animal Control.

k. All IHS staff, including, without limitation: Animal Control Officers, and animal welfare dispatch staff, shall return all telephone messages and emails within forty-eight (48) hours of receipt of the message or email.

l. All Public Agency staff shall return all telephone messages and emails from IHS employees within forty-eight (48) hours of receiving the message or email.

B. Emergency Services.

1. **Hours and Days of Emergency Services.** Emergency services shall operate twenty-four (24) hours per day, seven (7) days per week.

2. **Staffing.** IHS employee staffing levels shall be sufficient to provide on-going emergency services to the Public Agency. For purposes of this Agreement, "Emergency Services" shall include field calls for the following:

a. Injured stray dog or cat;

b. Dog bite or cat bite with animal still at-large;

c. Dog bite of such severity to require quarantine of the animal;

d. Vicious or threatening dog with the dog still at-large, constituting a threat to persons or domesticated animals;

e. Animal, caught in a trap that is making a disturbance, or that is injuring itself;

f. Dog, cat, or livestock causing traffic safety issue;

g. Animal cruelty violations;

h. Dangerous animal at-large;

i. Exotic animals and wildlife;

j. Multiple calls received on the same non-emergency animal-related problem (IHS officer to be on-call, and police dispatch will evaluate the circumstances to determine whether to respond); and

k. Request from a law enforcement agency, received after the hours of regular enforcement services, for assistance with an animal.

C. IHS Employee Training.

1. New Hires. All new IHS Animal Control Officers and Dispatchers shall be provided adequate training by IHS. Such professional training shall include, without limitation: citation writing, incident report writing, witness interviewing and investigation skills, evidence collection, case management, preparation for court appearances, and court testimony.

2. On-Going Training. IHS shall provide on-going training to its IHS Animal Control Officers and Dispatchers for any gaps in skill sets and to address issues raised by the Public Agency regarding the performance of humane services by IHS in their jurisdictions.

III. Animal Welfare Services. IHS shall provide animal welfare services within the respective territorial limits of the Public Agency, including investigating complaints, responding to calls for service, patrolling (as time and personnel permit), issuing citations to suspected violators and following through by appearing to testify in court as appropriate, apprehending and impounding stray and other animals, picking up dead or injured animals within the public areas within the respective territorial limits of the Public Agency.

A. General Animal Welfare Services. IHS employee staffing levels shall be sufficient to provide the on-going general animal welfare services within the jurisdictions of the Public Agency as follows:

1. Impoundment of free-roaming animals to protect the public from animal attacks, bites, and accidents caused by such free-roaming animals.

2. Protection of public health through animal disease surveillance in conjunction with the Idaho Department of Health and Welfare.

3. Protection of public health by designating dogs as dangerous or at-risk where appropriate, and managing such dogs as set forth in the Public Agency's code.

4. Quarantine of disease-suspect and bite case animals.

5. Participation in local disaster planning to address animal-related issues.

6. Protection of animals by:

a. enforcement of cruelty to animals' statutes and codes;

b. transport of stray dogs to IHS's shelter; and

c. the transport of injured animals to IHS's veterinary hospital or other critical care facilities.

7. Removal and disposition of small dead domesticated and wild animals from public areas of the Public Agency's jurisdictions. Large wild animals will be referred to Fish and Game.

8. Referrals to appropriate governmental agencies, private entities, and volunteer service groups who respond to reports of injured wild animals and provide transportation of such animals to veterinary hospitals or local wild animal rehabilitation facilities. IHS to act as a liaison in these cases to create a great customer service experience and to ensure that animals are safe.

9. The provision of field services include, without limitation, responding to the following complaints and calls for service:

a. dog at large;

b. trapped dog;

c. livestock at large;

d. excessive dog barking;

e. unlicensed dog;

f. dog without rabies vaccination;

g. dogs threatening a person or domestic animal;

h. dog or cat bite;

i. injured or sick stray dog, cat, or other domestic animals;

j. abandoned or mistreated animal;

k. negligently confined animal;

l. animal cruelty or neglect;

m. dead dog, cat, or other animals (including wild animals);

n. private kennel inspection;

o. prohibited or dangerous mammal or reptile investigation; and

p. unsanitary premises (*e.g.*, excessive animal waste inspection).

B. Shelter Services.

1. **Hours and Days of Shelter Services.** Shelter Services shall be open to the public seven (7) days per week from 10:00 a.m. to 6:00 p.m.

2. IHS employee staffing levels shall be sufficient to provide the on-going shelter services for the Public Agency. For purposes of this Agreement, "Shelter Services" shall include:

   a. Maintaining a lost and found program for animals.

   b. Holding stray or lost animals in accordance with the applicable Public Agency's ordinance.

   c. Examining stray and lost animals for licenses or identification chips, and if a license or chip is found, to make a reasonable attempt to return such animal to its owner.

   d. Coordinating with IHS's veterinary clinic to ensure that all dogs and cats are spayed or neutered prior to adoption.

C. Inspection of Breeding Operations. IHS shall assist in the inspection of breeding operations, pet stores, and vendors of pets for compliance with any Public Agency's applicable ordinances.

IV. Promotion of Responsible Animal Ownership.

A. Promotion of Animal Code Compliance. IHS shall provide services designed to support the goal of responsible animal ownership in the respective territorial limits of the Public Agency, including, without limitation, public information and education, making recommendations for needed changes in policies, fees, ordinances and legislation, and other community animal welfare matters. IHS shall strive to reduce animal-related violations and increase voluntary compliance with animal-related provisions. This goal may be achieved by vigorous and prompt animal code enforcement, public education, and positive reinforcement for responsible pet owners who abide by the law.

B. Reduction in Surrender, Impoundment, and Euthanization of Animals. The Parties shall seek to reduce the number of animals surrendered and impounded at the IHS shelter and subsequently euthanized. For purposes of this Scope of Service and the underlying Agreement, an "Impounded Animal" is any animal picked up by IHS, a Public Agency, or a private citizen and then delivered to IHS.

C. Humane Education Classes. IHS shall provide court-ordered humane animal education classes to individuals convicted of animal cruelty and neglect regularly (no less frequently than every sixty (60) days). IHS may charge a fee for such humane animal education classes, which is paid by the individuals who attend such classes.

D. Promote Animal Adoptions; Spay and Neuter. To maximize the live-release rate of animals, IHS will make reasonable efforts to promote animal adoptions. IHS shall continually educate the public (with special educational outreach provided by IHS to local youth) regarding the benefits of spaying or neutering pets.

E. Promote Dog License Code Compliance. IHS shall promote citizen compliance with the Public Agency's dog license ordinance provisions through participation in and cooperation with such Public Agency's licensing programs.

F. IHS Recommendations to Public Agency. IHS may provide the Public Agency with written recommendations for amendments to such Public Agency's animal-related ordinances in writing. Whether to accept and adopt such recommendations is in the sole discretion of the Public Agency.

V. Recordkeeping; Reports and Documentation; Operating Procedures.

A. Recordkeeping. IHS shall prepare and maintain complete and accurate records regarding the performance of Scope of Services, including, without limitation, detailed annual operating expenses records and the disposition of Impounded Animals. IHS shall account for services under this Agreement separately from other functions to the extent administratively feasible and shall provide a reasonable basis for allocated costs.

1. Operating Expense Records. IHS shall maintain accurate and complete records of its operating expenses in connection with the Scope of Services.

2. Fees Reconciliation Records. IHS shall maintain accurate and complete records of the fees it collects on behalf of the Public Agency. Each year as part of its annual report to the Public Agency, IHS shall accurately reconcile all the fees on behalf of the Public Agency for the purpose of calculating the offset amount of the Public Agency's paid portion of IHS's annual operating expenses.

B. Annual Report. IHS shall provide a written annual report, no later than January 31st of each year to the Public Agency. The annual report shall be written in the format provided in Schedule 1, attached hereto and incorporated by reference, and share information regarding IHS's operational expenses, collection and reconciliation of fees, provided service levels, and education efforts provided to the Public Agency for the prior twelve (12) months. IHS shall maintain books, records, reports, and accounts adequate to allow the auditor to fully evaluate, assess and audit IHS's performance of the Scope of Service, as provided further in Section E of the Agreement.

1. In-Person Presentation to Public Agency. The Public Agency may request IHS to present the annual report or a subsequent report to its governing body (i.e., Mayor and City Council or Board of County Commissioners) at a public meeting. The in-person presentation shall occur within thirty (30) days of the request.

2. Target Service Levels Documentation. Part of the annual report to the Public Agency shall include documentation showing the current service levels in the Public Agency's jurisdiction in comparison to a three-year average baseline and provide projected target service levels for the next twelve (12) months. The documentation shall include statistical information with respect to the following services:

a. number of field calls within the jurisdiction of the Public Agency, sorted by call category;

b. IHS shall make available to the Public Agency the raw data of IHS Animal Control Officer response times to the calls for service upon request. IHS shall calculate and provide the average response times to calls for service within the jurisdiction of the Public Agency;

c. number of citations issued for animal code violations;

d. number of Impounded Animals;

e. number of days Impounded Animals were boarded;

g. number of Impounded Animals returned to the owner;

g. number of animals adopted;

h. number of dog licenses sold by IHS;

i. number of spay and neuter procedures performed;

j. number of volunteer hours logged;

k. number of animals fostered;

l. live-release rates for dogs and cats; and

m. number of Humane Education Program youth reached.

C. Requested Reports and Documentation. The Public Agency may request that IHS provide reports or documentation in addition to the annual report as may be necessary to assist the Public Agency in its fiscal year-end budgeting process. IHS shall timely respond to all Public Agency requests for additional reports and documents; which requests shall not be made more frequently than once every three (3) months by any Public Agency.

D. Standard Operating Procedures. IHS shall develop internal standard operating procedures and policies ("SOPs") related to the services provided under this Agreement. All applicable IHS employees are to be trained on these SOPs. Upon request, IHS shall produce a current and accurate written copy of these SOPs.

SCHEDULE 1

ANNUAL REPORT
KUNA
Idaho Humane Society Annual Statistics
For the Calendar Year Ended December 31, 2025

	2025	3-Year Average	Projection
City/County Field Calls divided by category:			
Aggressive			
Attack			
Barking			
Bite			
Dead/Injured			
Dog at Large			
Large/Small Animal Cruelty/Neglect			
Miscellaneous			
Pickup - Cat			
Pickup - Dog			
Loose Livestock			
Wildlife Related Calls			
Extra Patrol			
Barrister/Sheriff's Office /City Hall, etc			
Total number of calls			
IHS average response times to Priority Calls for Service - Minutes			
Number of city licenses sold by IHS			
Number of Citations issued for Animal Code Violations			
Number of Letters and Warnings issued for Barking Dogs (1st and 2nd offenses)			
Number of Letters issued for Dog at Large Notices - 2nd year			
Number of Warnings issued for Animal Code Violations other than Barking Dog or Dog at Large			
Number of times officers educated vs. citing			
Number of animals handled			
Number of animals impounded			
Number of animals returned to owner			

Live Release rate total	
Cats	
Dogs	
Number of cats adopted	
Number of dogs adopted	
Number of spay/neuter procedures performed	
Number of animals fostered	
Number of animals adopted	
Number of volunteer hours logged	
Humane Education program youth reached	

SCHEDULE

SCHEDULE 2

DOG LICENSING FEES PER PUBLIC AGENCY

The animal licensing fees that IHS collects on behalf of the Public Agency shall be collected, applied, or remitted as follows:

Kuna: IHS shall have a non-exclusive right to collect animal licensing and impound fees according to the fee schedule adopted by the Kuna City Council. For all the licenses and impound fees IHS collects on behalf of the City of Kuna, IHS shall remit the accrued fee amounts to the City of Kuna on or before the -tenth (10^{th}) day of each calendar month during the Term of this Agreement.

RESOLUTION NO. R68-2025
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE ADA COUNTY PROSECUTING ATTORNEY TO PROVIDE PROSECUTORIAL SERVICES FOR CITY MISDEMEANORS FOR THE FISCAL YEAR 2025-2026.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute the contract with the Ada County Prosecuting Attorney to provide prosecutorial services in the city of Kuna for the fiscal year commencing October 1, 2025 and ending September 30, 2026 pursuant to the terms of said contract.

PASSED BY THE COUNCIL of Kuna, Idaho this 16th day of September 2025.

APPROVED BY THE MAYOR of Kuna, Idaho this 16th day of September 2025.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Nathan Stanley, City Clerk

AGREEMENT NO. 30145-1-25

JOINT POWERS AGREEMENT BETWEEN ADA COUNTY, THE ADA COUNTY PROSECUTING ATTORNEY'S OFFICE, AND THE CITY OF KUNA RELATING TO PROSECUTION SERVICES FY 2026

THIS JOINT POWERS AGREEMENT ("Agreement") is made and entered into on _____, by and between Ada County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho ("County"), the Ada County Prosecuting Attorney ("PA"), and the City of Kuna, Idaho, a municipal corporation of the State of Idaho ("City").

WITNESSETH

WHEREAS, the City desires to contract with the PA for the performance of the hereinafter described prosecutorial services within its boundaries by the PA; and

WHEREAS, the PA desires to provide prosecutorial services to City.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. Prosecution Services.

1.1 The PA agrees to prosecute such state code violations as may be investigated and/or charged by the Ada County Sheriff's Office ("ACSO") subject to the PA's absolute discretion in such matters as set forth in Section 1.2. The PA may, on a case-by-case basis, prosecute city code violations investigated and/or charged by the ACSO subject to the PA's absolute discretion in such matters as set forth in Section 1.2, but the PA is under no obligation to do so.

1.2 Services provided pursuant to this Agreement shall encompass duties and functions of the type directly related or incidental to the jurisdiction of, and customarily rendered by, the PA under the statutes of the State of Idaho or the code of the City. The PA shall have and retain absolute discretion on all matters included in this Agreement, such as, but not limited to, decisions on charging, case strategy, and dismissal. In cases where the City is the victim, the PA shall afford the City all of the rights outlined in Idaho Code § 19-5306.

1.3 City agrees that the Kuna City Attorney will retain and prosecute all city code violations, to include code enforcement cases, except for those that the PA, on a case-by-case basis and in its absolute discretion, chooses to prosecute pursuant to Section 1.1.

1.4 If, during the PA's prosecution of a city code violation, the enforceability and/or validity of the city code section underlying the violation, including the constitutionality of such section, is called into question by the PA or is otherwise challenged, prosecution of the city code violation shall revert back to the City to be prosecuted and/or resolved at City's sole expense and in City's absolute discretion.

1.5 The PA agrees to provide to City written quarterly reports detailing, for the given time period:

a. A summary of all charges filed by the PA for misdemeanor offenses that occurred in the City, the dates the offenses occurred, and the names of the defendants.

b. A summary of the disposition of all charges filed by the PA for misdemeanor offenses that occurred in the City, the offenses resolved, and the names of the defendants.

1.6 In consideration for the duties, services, and functions heretofore described in Section 1, the City shall pay to the PA the sum of Ninety-Two Thousand Six Hundred Ninety-

Six and 40/100 Dollars **($92,696.40)** for the term of this Agreement. The sum shall be paid in twelve (12) equal installments of Seven Thousand Seven Hundred Twenty-Four and 70/100 Dollars ($7,724.70). Payments shall be due on the tenth of the month, commencing on October 10th.

1.7 Personnel and Equipment. The PA is acting hereunder as an independent contractor so that:

a. Control of Personnel. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the PA.

b. Status of Employees. All persons rendering service hereunder shall be for all purposes employees of the PA.

c. Liabilities. All liabilities for salaries, wages, any other compensation, injury, or sickness arising from performance of the prosecution services by the PA hereunder shall be that of the PA.

d. Provision of Personnel. The PA shall furnish all personnel and such resources and materials deemed by the PA, in its sole discretion, as necessary to provide the level of prosecution service herein described. Ownership of equipment purchased by the PA to perform its duties under this Agreement is retained by the PA.

1.8 Duration. This Agreement is effective upon authorization and signature by all parties, except that services and charges shall commence on October 1, 2025, and unless otherwise terminated, shall continue in effect until September 30, 2026. This Agreement may be renewed upon the mutual written consent of the parties.

1.9 Termination Process. Each party may initiate a process to terminate this Agreement as follows:

a. Notice of Termination. In the event either party hereto desires to terminate the Agreement prior to the expiration date, such party may do so by giving sixty (60) days written notice to other parties.

b. Transition. Within thirty (30) days of the receipt of such written termination notice, the parties shall work together to provide for an orderly transition of responsibilities from the PA to the City. The overarching goal of the transition will be to ensure there is no disruption in service to the City. Each party shall bear its respective costs, if any, in the transition process.

c. Termination. In the event the City fails to make a monthly payment within sixty (60) days of billing, the PA may terminate this Agreement without further notice.

1.10 Indemnification and Insurance.

a. City To Hold County Harmless. The County, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of said City or any officers, agents or employees thereof, and the City hereby covenants and agrees to hold and save the County and all of its officers, agents, and employees harmless from all claims whatsoever that might arise against the County, its officers, agents, or employees, by reasons of any acts or failures to act on the part of the City, its officers, agents or employees.

b. County to Hold City Harmless. The County hereby covenants to hold and save the City and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against the City, its officers, agents, or employees by reason

of any acts or failures to act on the part of the County, its officers, agents, or employees in the performance of the duties required by the terms of this Agreement.

c. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, the PA does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the PA, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

d. 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.

1.11 Amendments. This Agreement may be amended at any time by mutual written agreement of all the parties hereto.

1.12 Agreement Administration. The City Mayor or his/her designee and the elected Ada County Prosecuting Attorney or his/her designee shall serve as agreement administrators to review performance and resolve operational problems.

1.13 Entire Agreement/Waiver of Default. The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or

understandings not incorporated herein are excluded. The parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the Agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

IN WITNESS WHEREOF, the parties have hereby executed this Agreement.

CITY OF KUNA

By: _____
Joe Stear, Mayor

ATTEST:

_____
Nathan Stanley, Kuna City Clerk

Board of Ada County Commissioners

By: _____
Rod Beck, Commissioner

By: _____
Ryan Davidson, Commissioner

By: _____
Thomas Dayley, Commissioner

ATTEST:

_____
Trent Tripple, Ada County Clerk

Ada County Prosecuting Attorney

By: _____
Jan M. Bennetts, Prosecuting Attorney

RESOLUTION NO. R69-2025
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO SIGN; AND AUTHORIZING THE MAYOR TO EXECUTE THE JOINT POWERS AGREEMENT BETWEEN THE ADA COUNTY SHERIFF'S OFFICE AND THE CITY OF KUNA RELATING TO LAW ENFORCEMENT SERVICES FOR FISCAL YEAR 2026 AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

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

Section 1. The Mayor is hereby authorized to sign, attached hereto as "**EXHIBIT A**" the Joint Powers Agreement with The Ada County Sheriff's Office.

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

PASSED BY THE COUNCIL of Kuna, Idaho this 16th day of September, 2025.

APPROVED BY THE MAYOR of Kuna, Idaho this 16th day of September, 2025.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Nathan Stanley, City Clerk

AGREEMENT NO. 31022

JOINT POWERS AGREEMENT BETWEEN THE ADA COUNTY SHERIFF'S OFFICE AND THE CITY OF KUNA RELATING TO LAW ENFORCEMENT SERVICES FY 2026

THIS JOINT POWERS AGREEMENT ("Agreement") is made and entered into on _____, by and between Ada County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho ("County"), the Ada County Sheriff's Office ("ACSO"), and the City of Kuna, Idaho, a municipal corporation of the State of Idaho ("City").

WITNESSETH

WHEREAS, the ACSO desires to contract with the City to provide high quality, well trained, law enforcement personnel, services, and functions in the County and within the City; and

WHEREAS, the City desires to contract with the ACSO for high quality, well-trained law enforcement personnel, services, and functions within the boundaries of the City, as provided by the ACSO.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained, it is mutually agreed as follows:

1. Law Enforcement Services. The ACSO will provide to the City, the law enforcement personnel, services, and functions described in this Section 1, at the rates listed in Exhibit A, attached hereto and incorporated herein by reference.

1.1 City Services. The services provided to the City shall consist of law enforcement and other related services provided by personnel assigned primarily for the benefit of the

geographic areas within the boundaries of the City, except as may be modified by Section 1.4, below. City services include:

a. Reactive patrol to enforce state law and City-adopted municipal, criminal, and traffic codes and to respond to residents' and business' calls for service;

b. Proactive patrol to prevent and deter criminal activity;

c. Traffic patrol to enforce applicable traffic codes;

d. Detectives to investigate local felony crimes and other incidents including misdemeanor crimes, as directed by the Chief of Police;

e. Community crime prevention; and

f. Communications services, including call receiving, and dispatch.

1.2 Discretionary Services. Specialized support services for major crimes, major incidents, and other isolated events outside the capabilities of assigned personnel shall be provided only at the discretion of the ACSO.

1.3 Administrative Services. Administrative services include planning and statistics, subpoena control, training, accounting, payroll, personnel, media relations, fleet control, radio maintenance, purchasing, records, and inspections/internal investigations. ACSO shall provide administrative services in line with law enforcement authority and, in general, will not provide investigative services for the City for civil matters; for example, personnel issues. These services may be performed at the request of the City in extraordinary circumstances at the discretion of the ACSO.

1.4 Method of Service. The level, degree and type of services and the number of positions assigned to those services shall be determined by the City in consultation with the Ada

County Sheriff or his/her designee. It is the intent of the parties that this consultation will occur at the beginning of the City's budget cycle and that both parties will work to complete this process in an expeditious manner.

a. Such positions shall be assigned to the City and shall be dedicated to work within the City limits, subject to responses to assist another jurisdiction or ACSO unit.

b. The number of such positions assigned to the City will remain constant. The City recognizes that the deputies assigned to the City may be unavailable at times due to training, vacation, sick leave, or other leave. Notwithstanding a deputy's absence, calls for service in the City will be responded to by appropriate personnel at the discretion of the Police Services Supervisor. The transfer of personnel will be coordinated by the ACSO, in consultation with the City Chief Executive Officer or designee, to minimize the impact of potential vacancies.

c. Support and administrative services shall be provided to the City at the level, degree and type as provided by the ACSO in unincorporated Ada County.

d. Additional support services may be purchased by the City and assigned for the sole benefit of the City.

1.5 Compensation.

a. Total Cost. Total cost is reflected in Exhibit A.

b. Development of Service Costs. Service costs shall include, but not be limited to, salary, benefits and special pays, if any, for personnel providing

the service, along with any associated clothing allowance, quartermaster, supplies, services, telephone, motor pool, systems services, insurance, equipment and associated administrative costs.

c. Billing. In consideration for duties, services, and functions heretofore described in Section 1, the City shall pay to the ACSO the sum of **$5,072,364.00** for the term of this Agreement. Said sum shall be paid in twelve (12) equal monthly installments of **$422,697.00**, due no later than the tenth day of each month. Payments shall commence October 10th.

d. Application. The City may request special services for citywide events and agrees to pay for actual overtime, salary, special pay, and benefit costs for these special events. ACSO agrees to work with the City to minimize the costs applicable to such requests.

e. Discretionary Overtime. When agreed to in advance by the parties, the ACSO shall provide operational overtime when requested by the City for special city events or dignitary protection. Overtime, when requested in these categories, will be billable at the actual overtime rate of the deputy(s) working. Where the ACSO has sufficient advance notice, the ACSO agrees to work with the City prior to the event to minimize the costs applicable to such requests.

1.6 Special Provisions.

a. Stabilization of Personnel. The ACSO will coordinate transfers of personnel to minimize the time positions are vacant, as well as the impact

of vacancies to the City. Any reduction in level of service will be reported to the City.

b. Computers. The ACSO Information Technology Unit will be responsible for the repair and maintenance of all equipment, software, and accessories that are used in conjunction with the mobile computing program.

c. City Police Facility. The City may purchase or lease its own facility and provide for the operation and maintenance of said facility. The facility must meet or exceed all applicable City, state and federal codes and requirements. The facility must also adequately meet the space and security needs of permanently assigned ACSO personnel. The City will be responsible for all charges associated with the planning, design, construction, and/or renovation of the facility and property.

d. Hiring of Additional Deputies. City understands and agrees that when additional deputies are requested by the City and added to this Agreement, ACSO will require a reasonable amount of time to hire and train the new deputies. ACSO will not reduce service or response based on the need to train officers. City will not be entitled to a credit towards the fees paid pursuant to this Agreement, due to any situation where it may take ACSO longer than expected to hire and train a deputy to fill the requested position.

1.7 Reporting.

a. Reporting Districts. Reporting districts coterminous with the City boundaries will be maintained to enable accurate data collection on law enforcement services provided and criminal activity.

b. Notification of Criminal Activity. The ACSO will notify the City in the event of a significant occurrence within the City.

c. Monthly Reports. The ACSO will provide monthly reports on traffic incidents and criminal activity to the City, which can be provided electronically. On a quarterly basis, the ACSO will appear before the City Council and provide further information as requested.

1.8 Personnel and Equipment. The ACSO is acting hereunder as an independent contractor so that:

a. Control of Personnel. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the ACSO. Allegations of misconduct shall be investigated in accordance with ACSO protocol.

b. Status of Employees. All persons rendering service hereunder shall be for all purposes employees of the ACSO.

c. Liabilities. All liabilities for salaries, wages, any other compensation, injury, or sickness arising from performance of the law enforcement services by the ACSO hereunder shall be that of the ACSO.

d. Provision of Personnel. The ACSO shall furnish all personnel and such resources and material deemed by the ACSO as necessary to provide the

level of law enforcement service herein described. Ownership of all property, including police equipment, office equipment, furniture, vehicles, electronics and computers purchased by the ACSO to fulfill its duties pursuant to this Agreement shall be retained by the ACSO during the term of this Agreement and after Agreement termination.

e. Municipal Violations. ACSO commissioned personnel may cite violations of City ordinances.

1.9 City Responsibilities. In support of the ACSO providing the services described herein, the City promises the following.

a. Municipal Police Authority. The City promises to confer municipal police authority on such ACSO deputies as might be engaged hereunder in enforcing City ordinances within City boundaries, for the purposes of carrying out this Agreement.

b. Special Supplies. The City promises to supply, at its own cost and expense, any special supplies, stationery, notices, forms, and the like where such must be issued in the name of the City.

1.10 Duration. This Agreement is effective upon authorization and signature by all parties, except that services and charges shall commence on October 1, 2025, and unless otherwise terminated, shall continue in effect until September 30, 2026. This Agreement may be renewed upon the mutual written consent of the parties.

1.11 Termination Process. Each party may initiate a process to terminate this Agreement as follows:

a. Notice of Termination. In the event either party hereto desires to terminate the Agreement prior to the expiration date, such party may do so by giving sixty (60) days written notice to other parties.

b. Transition Plan. Within thirty (30) days of the receipt of such written termination notice, the parties shall commence work on and complete a mutually agreed-upon transition plan providing for an orderly transition of responsibilities from the ACSO to the City. The planning method should proceed along the lines of a project management approach to facilitate the joint planning process by the City and the ACSO. The overarching goal of the transition plan will be to ensure there is no disruption in service to the community. Each party shall bear its respective costs in developing the transition plan.

c. Termination and/or Interest Charge. In the event the City fails to make a monthly payment within sixty (60) days of billing, the ACSO may charge an interest rate within two percentage points of the interest rate on the monthly ACSO investment earnings. In addition, in the event the City fails to make a monthly payment within one hundred twenty (120) days of billing, the ACSO may terminate this Agreement.

1.12 Indemnification.

a. City To Hold County Harmless. The County, its officers, agents, and employees, shall not be deemed to have assumed any liability for the acts of said City or any officers, agents or employees thereof, and the City hereby covenants and agrees to hold and save the County and all of its

officers, agents, and employees harmless from all claims whatsoever that might arise against the County, its officers, agents, or employees, by reasons of any acts or failures to act on the part of the City, its officers, agents or employees.

b. County to Hold City Harmless. The County hereby covenants to hold and save the City and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against the City, its officers, agents, or employees by reason of any acts or failures to act on the part of the County, its officers, agents, or employees in the performance of the duties required by the terms of this Agreement.

c. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, the ACSO does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the ACSO, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

d. 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.

1.13 Audits and Inspections. The records and documents with respect to all matters covered by this Agreement shall be subject to inspection, review or audit by the ACSO or City during the term of this Agreement and three (3) years after termination unless such records are exempt from disclosure under Idaho Code §§ 74-101 *et seq*.

1.14 Amendments. This Agreement may be amended at any time by mutual written agreement of the City and the ACSO.

1.15 Agreement Administration.

a. Agreement Administrators. The City Mayor or his/her designee and the ACSO Law Enforcement Chief for the City shall serve as agreement administrators to review performance and resolve operational problems.

b. Referral of Unresolved Problems. The City Mayor shall refer any police service operational problem, which cannot be resolved with the Chief of Law Enforcement Services, to the Ada County Sheriff. The Sheriff and Mayor shall meet as necessary to resolve such issues.

1.16 Entire Agreement/Waiver of Default. The parties agree that this Agreement is the complete expression of the terms hereto and any oral or written representations or understandings not incorporated herein are excluded. Both parties recognize that time is of the essence in the performance of the provisions of this Agreement. Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of the

agreement shall not be deemed to be waiver of any other or subsequent breach and shall not be construed to be a modification of the terms of the Agreement unless stated to be such through written approval by the County, which shall be attached to the original Agreement.

IN WITNESS WHEREOF, the parties have hereby executed this Agreement.

CITY OF KUNA

By: _____
Joe Stear, Mayor

ATTEST:

_____
Kuna City Clerk

ADA COUNTY SHERIFF'S OFFICE

By: _____
Matthew Clifford, Sheriff

Board of Ada County Commissioners

By: _____
Rod Beck, Commissioner

By: _____
Ryan Davidson, Commissioner

By: _____
Thomas Dayley, Commissioner

ATTEST:

_____
Trent Tripple, Ada County Clerk

EXHIBIT A

BUDGET

(1 page – attached)

FY26 City of Kuna Contract - 4% COLA

Consolidated Contract City Budget Summary	FY 25 Final	FY 2026 Base	2 Sgts + 1 Det. Option 1	2 Sgts + 1 Det. + 1 Admin Sgt. Option 2	2 Sgts + 1 Det. + 1 Admin Sgt. + 2 Patrol + 1 Code Option 3
Personnel	$ 4,118,810	$ 4,286,100	$ 4,835,472	$ 5,031,246	$ 5,427,074
Special Event Overtime	$ -		$ 6,000	$ 6,000	$ 6,000
Equipment / Uniforms	$ 121,509	$ 111,089	$ 124,188	$ 128,554	$ 139,217
Operational	$ 41,690	$ 63,792	$ 64,407	$ 64,962	$ 65,632
Vehicles	$ 308,945	$ 351,442	$ 389,501	$ 399,929	$ 459,802
Support	$ 24,465	$ 23,835	$ 23,835	$ 23,835	$ 23,835
Property & Evidence	$ -	$ -	$ -	$ -	$ -
Victim Services Unit	$ -	$ -	$ -	$ -	$ -
Extra Operational Items Requested	$ 17,000	$ 10,000	$ 10,000	$ 10,000	$ 10,000
Total Expenses before credit	**$ 4,632,419**	**$ 4,846,258**	**$ 5,453,403**	**$ 5,664,526**	**$ 6,131,560**
Less Shared Services Credit	$ (323,079)	$ (338,538)	$ (381,038)	$ (395,817)	$ (428,509)
New FY26 Contract Amount	**$ 4,309,340**	**$ 4,507,720**	**$ 5,072,364**	**$ 5,268,709**	**$ 5,703,051**
Prior year contract amount		$ 4,309,340	$ 4,309,340	$ 4,309,340	$ 4,309,340
Net change to contract for FY26		***$ 198,380***	***$ 763,024***	***$ 959,369***	***$ 1,393,711***

Personnel Costs

Positions	Base	Opt 1	Opt 2	Opt 3	Cost with Benefits	Total Cost	Option 1	Option 2	Option 3
Chief II	1	1	1	1	$ 210,022	$ 210,022	$ 210,022	$ 210,022	$ 210,022
Sergeant	2	4	4	4	$ 196,033	$ 392,066	$ 784,132	$ 784,132	$ 784,132
Det. Sergeant	1	1	2	2	$ 195,774	$ 195,774	$ 195,774	$ 391,547	$ 391,547
K9 Deputy	0	0	0	0	$ 175,649	$ -	$ -	$ -	$ -
Deputy	16	16	16	18	$ 159,404	$ 2,550,459	$ 2,550,459	$ 2,550,459	$ 2,869,267
Detective	5	6	6	6	$ 157,306	$ 786,531	$ 943,837	$ 943,837	$ 943,837
Code Enforcement	1	1	1	2	$ 77,021	$ 77,021	$ 77,021	$ 77,021	$ 154,041
Community Service Officer	0	0	0	0	$ 77,021	$ -	$ -	$ -	$ -
Clerk (FT)	1	1	1	1	$ 74,228	$ 74,228	$ 74,228	$ 74,228	$ 74,228
Clerk (PT)	0	0	0	0	$ 27,416	$ -	$ -	$ -	$ -
Personnel Subtotal	**27**	**30**	**31**	**34**		**$ 4,286,100**	**$ 4,835,472**	**$ 5,031,246**	**$ 5,427,074**

RESOLUTION NO. R70-2025
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY KUNA, IDAHO AUTHORIZING THE MAYOR TO SIGN THE RENEWED AND AMENDED JOINT POWERS AGREEMENT BETWEEN THE CITY OF KUNA, IDAHO ("KUNA") AND ADA COUNTY, IDAHO ("ADA COUNTY"); AND ADA COUNTY HIGHWAY DISTRICT ("ACHD"); AND THE CITY OF BOISE ("BOISE"); AND THE CITY OF EAGLE ("EAGLE"); AND THE CITY OF GARDEN CITY ("GARDEN CITY"); AND THE CITY OF MERIDIAN ("MERIDIAN"); AND THE CITY OF STAR ("STAR") REGARDING DISASTER PREPAREDNESS, COORDINATION, RESPONSE, AND RECOVERY; AND AUTHORIZING THE MAYOR TO EXECUTE THE AMENDED EMERGENCY JOINT POWERS AGREEMENT; 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 *"AMENDED EMERGENCY MANAGEMENT JOINT POWERS AGREEMENT"* between the City of Kuna, Idaho and Ada County, Idaho; and Ada County Highway District; 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; regarding disaster preparedness, coordination, response, and recovery ; 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 *AMENDED EMERGENCY MANAGEMENT JOINT POWERS AGREEMENT*, 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 16th day of September 2025.

APPROVED BY THE MAYOR of Kuna, Idaho this 16th day of September 2025.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Nathan Stanley, City Clerk

AGREEMENT NO. 10878-5-25

AMENDED EMERGENCY MANAGEMENT JOINT POWERS AGREEMENT

THIS RENEWED AND AMENDED JOINT POWERS AGREEMENT is effective on _____, 20_____, by and between Ada County, a body politic and corporate whose address is 200 W. Front St., Boise, Idaho 83702 ("Ada County"); Ada County Highway District, a single county-wide highway district created pursuant to Idaho Code §§ 40-1401 *et seq*., whose address is 3775 Adams St., Garden City, Idaho 83714 ("ACHD"); City of Boise, a municipal corporation whose address is 150 N. Capitol Blvd., Boise, Idaho 83702 ("Boise"); City of Eagle, a municipal corporation whose address is 660 E. Civic Ln., Eagle, Idaho 83616 ("Eagle"); City of Garden City, a municipal corporation whose address is 6015 Glenwood, Garden City, Idaho 83714 ("Garden City"); City of Kuna, a municipal corporation whose address is 751 W. 4th St., Kuna, Idaho 83634 ("Kuna"); City of Meridian, a municipal corporation whose address is 33 E. Broadway Ave., Meridian, Idaho 83642 ("Meridian"); and the City of Star, a municipal corporation whose address is 10769 W. State Street, Star, Idaho 83669 ("Star") (collectively referred to herein as the "Participants").

RECITALS:

A. Ada County is authorized by Idaho Code § 46-1009 to create an intergovernmental agency responsible for disaster preparedness and coordination of response, and, for that purpose, pursuant to this Agreement, Ada County has established the Ada County Emergency Management and Community Resilience (EMCR), which is a separate and independent department under the administration of Ada County.

B. The Participants desire to build and sustain regional core emergency management capabilities by implementing strategies to address identified planning, organization, equipment, training, and exercise needs to prevent, protect against, respond to, and recover from natural, technical and other catastrophic events.

C. The Participants understand that emergency preparedness is not exclusive to any single level of government or organization, but is best served by the combined efforts of the whole community. As such, the Participants desire to partner with and obtain advice and input from each other on emergency management priorities, activities and funding, including, but not limited to resource allocations before, during and after disasters. The Participants also recognize the need for a forum for the technical aspects of expenditures to be researched, discussed, planned, and prioritized.

D. It is the desire of the Participants to adopt this Joint Powers Agreement to create the Ada City-County Emergency Management Executive Council ("ACCEM") to provide for emergency management programs and systems and to address areas of technology, research, planning and prioritization of projects involving the use of emergency management resources including, but not limited to federal grants.

E. All Participants will retain control over those matters not related to ACCEM or this Agreement, which retained control, may include, but is not limited to: budgeting personnel decisions, equipment, offices, payroll, day-to-day operations and other related matters not impairing the operation or functioning of ACCEM.

F. The Participants understand and agree, pursuant to Idaho Code § 46-1025, that federal and state grants and funds awarded through the Idaho Department of Homeland Security are distributed directly to counties for the purpose of assisting counties in achieving the goals and objectives outlined in approved county grant proposals.

NOW, THEREFORE, in consideration of the foregoing recitals, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Participants covenant and agree as follows:

1. Purpose. The purpose of this Agreement is for the Participants to jointly identify, plan for, and assess hazards and risks affecting residents of all of Ada County, including all of the geographical areas governed by each of the Participants; to guide future preparedness efforts across all mission areas; and to set priorities for development of regional core emergency management capabilities.

2. Ada City-County Emergency Management Executive Council. There is hereby created ACCEM.

2.1 Membership. The members of ACCEM shall be comprised of one representative from each Participant. The representative shall be an elected official from each Participant, including the mayor of each incorporated city, the chairperson of the Ada County Board of Commissioners and the President of the ACHD Board of Commissioners. There shall be one additional representative each from Ada County and Boise City. The additional representative from Ada County shall be an Ada County Commissioner appointed by a resolution of the Ada County Board of County Commissioners. The additional representative from Boise City shall be a Boise City Councilperson appointed by a resolution of the Boise City Council. These two additional representatives shall serve at the pleasure of the body that appointed such representative. Each Participant's representative may designate in writing one alternate elected official to serve in his or her absence with the full authority to act on his or her behalf in all matters before ACCEM.

2.2 Duties of ACCEM. ACCEM shall perform all actions reasonably necessary to fulfill the responsibilities and obligations existing pursuant to Idaho Code § 46-1009. These duties shall include, but are not limited to:

- 2.2.1 Considering policy implications and determining future preparedness priorities across all mission areas related to identified hazards and risks affecting residents of Ada County;

- 2.2.2 Facilitating interactions among ACEM, the Technical Advisory Group ("TAG"), the Local Emergency Planning Committee ("LEPC"), and all whole community stakeholders to create and validate plans, policies and procedures governing emergency management and identifying core capability needs through discussion and operations-based activities;

- 2.2.3 Facilitating sharing of specialized resources such as supplies, equipment, facilities, and personnel with any Participant, or their various public or private sector partners with emergency management missions, through maintaining resource inventories and sharing agreements and allowing use of grant purchased equipment in support of emergency management functions, consistent with existing and future mutual aid or resource sharing agreements;

- 2.2.4 Enhancing emergency management coordination and communication between government agencies, businesses and industry, and volunteer agencies for both preparedness efforts and operational activities;

- 2.2.5 Promoting disaster recovery through a focus on the timely restoration, strengthening, and revitalization of infrastructure, housing, and a sustainable economy, as well as the health, social, cultural, historic, and environmental fabric of Ada County;

- 2.2.6 Supporting an environment of coordinated and integrated all-hazards comprehensive countywide emergency management activities that include joint planning, training, equipping, exercising, and evaluation of capabilities;

- 2.2.7 Providing qualified individuals from within their jurisdictions to serve as members of ACCEM committees;

- 2.2.8 Supporting inter-governmental plans that address roles and responsibilities for all phases of emergency management, and after consultation with the TAG and LEPC, making a recommendation to Participants that such be adopted;

- 2.2.9 After consultation with the TAG and the LEPC, make determinations regarding spending priorities for county-wide emergency management;

- 2.2.10 Approving and submitting a budget to the Board for the Membership Contributions submitted by Participants for deposit in the Emergency Management Fund.

2.3 Bylaws. ACCEM shall have the power and authority to make such bylaws as may be necessary to its operation.

2.4 Committees. ACCEM may create such committees as may be necessary to its operation; provided however, that there shall be created a Technical Advisory Group (“TAG”) and a Local Emergency Planning Committee (“LEPC”) with such bylaws

provided therefore as may be necessary for their operation.

2.5 Grant Funds. The Participants understand and agree that grant funds for emergency management are provided to the County by the State of Idaho and that the Board has oversight over the expenditure of the grant funds. The Participants further understand and agree that county-wide emergency management requires cooperation and meaningful review by all Participants to ensure that the use and expenditure of grant funds are applied beneficially for all Participants. ACCEM, upon receipt and review of recommendations from the TAG and/or LEPC, shall make recommendations to the Board regarding the use and expenditure of all grant funds received by the County from the Idaho Office of Emergency Management. The Board shall follow the recommendations of ACCEM to the maximum extent possible and shall report back to ACCEM those instances when the recommendations are not followed along with a statement as to the reasons therefore. All Participants shall sign such sub-grant agreements and liability waivers as are reasonably requested by Ada County for the purposes of receiving grants funds. To the extent available, Participants may continue to apply for grants for which they qualify on an individual basis.

3. Ada County Department of Emergency Management and Community Resilience (EMCR). EMCR shall operate as a separate and independent Department under the administration of the Board. The primary mission of ACCEM shall be to coordinate and integrate an all-hazard, comprehensive, county-wide emergency management program on behalf of all Participants to prevent, protect against, mitigate, respond to, and recover from the threats and hazards that pose the greatest risk to the citizens and residents of Ada County.

3.1 Director of EMCR and Community Resilience**.** The Director of EMCR (the "Director") shall be employed by Ada County; provided, however, that the Board shall consult with ACCEM regarding all employment decisions the Board makes regarding the Director, including, but not limited to, hiring, termination, and discipline. Should the Director resign or be terminated, the Board shall appoint an interim Director to discharge all the duties and exercise all the powers of the Director until the selection of a permanent Director is made in consultation with ACCEM.

3.2 Director's Duties. The Director shall be an ex officio, non-voting member of ACCEM, shall attend all meetings of ACCEM, and shall perform such duties for ACCEM as may be established by this Agreement and the Bylaws and as otherwise assigned by ACCEM.

3.3 EMCR Employees. Ada County shall employ such EMCR staff members payable out of the Emergency Management Fund as approved in its annual ACCEM budget and shall be responsible for the payment of all staff wages, payroll taxes, fringe benefits and other costs. Upon request, Ada County may provide the services of EMCR employees to other Participants for the purpose of developing regional core emergency management capabilities.

3.4 Books and Records. Ada County shall maintain in compliance with Idaho

Code, books and records for the Emergency Management Fund which shall be available for inspection and review by ACCEM at any time during business hours.

3.5 Fiscal Year. The fiscal or business year of the Board, Council and EMCR shall begin on the first day of October and end on the last day of September.

3.6 Budget. The Director shall present a preliminary budget and proposed membership contributions to ACCEM for consideration and for subsequent incorporation into each Participant's budgeting processes. A final budget will be presented to ACCEM for approval no later than the 1st day of August of each fiscal year. ACCEM shall submit a final recommended budget to the Board no later than August 15th of each fiscal year.

4. Emergency Management Fund. There shall be deposited into the Emergency Management Fund such property taxes, grants (as modified by section 4.2 below), Membership Contributions, and such other funds as may be obtained by Ada County or donated to it for the purposes set forth in Idaho Code § 46-1009 and such expenses shall be allowed as may be appropriated in the annual budget for the Emergency Management Fund.

4.1 Membership Contributions. Each Participant shall pay annual membership contributions in accordance with the terms contained herein to contribute towards funding the ACCEM program ("Membership Contributions"). Payment (or non-payment) of these funds by a participating municipality is not intended to enable or limit that municipality's ability to access EMCR services (i.e., planning, organizing, training, equipping, and exercising). Contributions are intended to provide members with voting privileges and access to discussions where emergency management priorities are set for Ada County. Membership contributions for Ada County are determined based on each member jurisdiction's respective percentage of total County population. Each year, EMCR shall submit its personnel and operating budget to the ACCEM Executive Council for approval. ACCEM uses that approved budget to determine the contributions for each member. For purposes of calculating Membership Contributions, the number of residents located within Ada County and each respective city shall be determined annually by ACCEM using the most current population estimates available to ACCEM. Membership contributions payable by Ada County shall include all of the residents inside the geographical borders of Ada County (including cities) plus the number of residents in unincorporated Ada County. Membership contributions payable by cities shall be based on the number of residents in each city, with all members also agreeing on the contribution levels payable by Ada County Highway District determined each year based on factors such as community growth and EMCR operational costs. Membership Contributions shall be due and payable to the Emergency Management Fund in equal installments on a quarterly basis. However, members can provide contributions in advance of the quarterly requirement or in its entirety each year. Membership Contributions may be adjusted annually by ACCEM.

4.2 Grants. Consistent with Section 2.5, Ada County shall apply for grants to fund emergency management capabilities, personnel and operations. Such portions of grants received by Ada County which shall be awarded to fund the programs, personnel and operations of the ACCEM shall be deposited to the Emergency Management Fund.

Expenses. Consistent with the approved budget, the costs and expenses incurred by Ada County to house, employ staff, and operate the ACCEM program may be assessed against the Emergency Management Fund as any other business expense.

5. Term of Agreement. The Term of this Agreement shall be from the date of signing to September 30 of next ensuing year. Each Participant may, solely at its option, and when and if it duly budgets and appropriates funds therefore from revenues legally available to it for the ensuing fiscal year, renew this Agreement for additional annual Renewal Terms. Each annual renewal of this Agreement shall be deemed to be exercised by the Participant upon the adoption by September 15 of any year, of a budget of the ensuing fiscal year, duly budgeting and appropriating the amount of money required to make the payments payable for the next fiscal year by the Participant pursuant to this Agreement. Within ten (10) days following the adoption of a budget duly budgeting and appropriating said funds of the ensuing year, the approving Participant shall deliver to the Chairman of the Board a written statement certifying that it has duly budgeted and appropriated said funds for the ensuing year, which written statement shall be accompanied by a copy of the budget so adopted and a certified copy of the resolution or other official action of the Participant's governing board adopting said budget and appropriating said funds. The due appropriation of funds as aforesaid shall constitute a valid and enforceable obligation of the Participant for the payment of such funds for the purposes provided herein, and shall not be subject to abatement for any cause. Each Renewal Term shall commence on October 1 of the fiscal year following adoption of the budget as provided hereinabove and shall terminate on September 30 of the following calendar year.

6. Withdrawal or Termination. Any Participant may withdraw from this joint powers agreement at any time by resolution duly adopted by the Participant and upon written notice to ACCEM; provided, however, no party shall be entitled to a refund of its Membership Contributions which have been paid. Upon such withdrawal, the withdrawing party shall no longer be entitled to be a member of ACCEM and may not receive all of ACCEM's benefits or services. In addition, ACCEM, upon the affirmative vote of two-thirds (2/3) of its representatives, may terminate any party to this agreement for failure to pay its Membership Contributions within thirty (30) days of written demand for such contributions.

7. Amendment. This Agreement may be amended only by a writing signed and duly authorized by resolution of each Participant.

8. Counterparts. This Agreement may be executed in any number of counterparts and once so executed by all parties thereto, each such counterpart shall be deemed to be an original instrument but all such counterparts together shall constitute but one agreement.

9. Recitals and Exhibits. The recitals to this Agreement and any exhibit attached hereto are incorporated herein by this reference as if set forth in full herein.

IN WITNESS WHEREOF, this Agreement is executed effective as of the day and year first above written.

ADA COUNTY COMMISSIONERS

By: _____ Dated: _____
Chair

ATTEST:

_____
Ada County Clerk

ADA COUNTY HIGHWAY DISTRICT

By: _____ Dated: _____
President

ATTEST:

_____
Clerk

CITY OF BOISE

By: _____ Dated: _____
Mayor

ATTEST:

_____
City Clerk

CITY OF EAGLE

By: _____ Dated: _____
Mayor

ATTEST:

_____
City Clerk

CITY OF GARDEN CITY

By: _____ Dated: _____
Mayor

ATTEST:

_____
City Clerk

CITY OF KUNA

By: _____ Dated: _____
Mayor

ATTEST:

_____
City Clerk

CITY OF MERIDIAN

By: _____ Dated: _____
Mayor

ATTEST:

_____
City Clerk

CITY OF STAR

By: _____ Dated: _____
Mayor

ATTEST:

_____
City Clerk

RESOLUTION NO. R73-2025
CITY OF KUNA, IDAHO

THE KUNA MUNICIPAL IRRIGATION SYSTEM POLICIES

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO:

- **MAKING CERTAIN FINDINGS OF AUTHORITY AND PURPOSE; AND**
- **ESTABLISHING THE KUNA MUNICIPAL IRRIGATION SYSTEM POLICIES WHICH INCLUDE:**
- **ESTABLISHING THE KUNA MUNICIPAL IRRIGATION SYSTEM CONNECTION, SERVICE, AND IRRIGATION SUPPLY FEES POLICY; AND**
- **ESTABLISHING THE KUNA MUNICIPAL IRRIGATION SYSTEM UNIFORM IRRIGATION WATER SUPPLY ASSESSMENT METHOD POLICY; AND**
- **ESTABLISHING THE KUNA MUNICIPAL IRRIGATION SYSTEM CUSTOMER BILLING AND PAYMENT POLICY; AND**
- **ESTABLISHING THE KUNA MUNICIPAL IRRIGATION SYSTEM CUSTOMER SERVICE CHARGES POLICY; AND**
- **ESTABLISHING THE KUNA MUNICIPAL IRRIGATION SYSTEM LOT AND PARCEL WATER ALLOTMENT POLICY; AND**
- **ESTABLISHING THE KUNA MUNICIPAL IRRIGATION SYSTEM IRRIGATION WATER USE AND ENFORCEMENT POLICY; AND**
- **REPEALING PRIOR CITY AND/OR KUNA MUNICIPAL IRRIGATION SYSTEM RESOLUTIONS R68-2024; AND**
- **PROVIDING A SEVERABILITY CLAUSE; AND**
- **PROVIDING AN EFFECTIVE DATE.**

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

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

1.1 The City of Kuna, has established, pursuant to chapter 18 of title 50 Idaho Code, a Kuna Municipal Irrigation System and has established boundaries within the City within which the City will supply and deliver irrigation water; and

1.2 The City of Kuna, is authorized by Idaho Code Section 50-1801 to acquire by purchase, contract, eminent domain or otherwise to operate, maintain, construct, improve, enlarge and extend an irrigation system which includes canals, ditches, conduits and rights of way for

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

1.3 The City of Kuna is authorized by Idaho Code Section 50-1802 to regulate, control and supervise the distribution of all water used by the city inhabitants for irrigation purposes; and

1.4 The City of Kuna is authorized by Idaho Code Section 50-1806 to defray the expense of conveying, controlling, distributing and apportioning of the system's irrigation water, and the city may assess and apportion the cost thereof against the several water user or landowners using the same, according to the length of time each user or landowner may use such water, and to collect such money and keep it in a separate fund to be known as the "Irrigation Fund" of the city for the purpose of paying such expense, including the assessment of irrigation district, canal or irrigation companies providing the irrigation water.

1.5 The Mayor and City Council are required by Idaho Code Section 50-1807 to "… *on or before the second Wednesday of February of each year, meet and make an estimate of the necessary funds for the expenses of maintaining, operating, improving, extending and enlarging said city irrigation system for the current fiscal year. Said estimate shall also include a reasonable sum not to exceed ten percent (10%) of the total estimate for anticipated unpaid and delinquent taxes and such sum as may be necessary to retire outstanding warrants, indebtedness, sinking funds, bonds and interest of a city irrigation system, and shall spread the same upon their minutes and shall thereupon apportion to each lot, piece or parcel of land within the boundaries of such irrigation system in proportion to the benefits received by such lot, piece or parcel of land growing out of the maintenance and operation of such irrigation system…*"

1.6 Section 7-8-5 of the Kuna City Code authorizes the City of Kuna, Idaho to charge connection fees set forth in a rate schedule adopted by the City Council as a condition for connection to the Kuna Municipal Irrigation System; and

1.7 The Kuna City Council's intention and purpose for establishing these policies, is to assure that the City's General Fund does not pay for any extension, enlargement, up keep, maintenance or assessments due to irrigation districts and or canal or irrigation companies in the administration of the Kuna Municipal Irrigation System; and

1.8 The City Council in order to exercise its authority and perform its responsibilities, in the administration of the Kuna Municipal Irrigation System, does hereby establish the Kuna Municipal Irrigation System fees, charges, assessments, billing, capital improvement fund, gravity flow to pressurized irrigation, water allotment, and use policies as herein provided.

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

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

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

2.1.1.1 **Irrigation Main Connection Fee:** Each residential property to be connected to a System pressurized irrigation main shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation trunk mains to serve the property. The amount of said fee shall be a minimum one thousand nine hundred and twenty-four dollars and no cents ($1,924.00) for each lot or parcel up to ten thousand (10,000) square feet in total area plus eight and nine tenths of a cent ($0.089) per square foot for area exceeding ten thousand (10,000) square feet.

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

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

2.1.2.1 Irrigation Main Connection Fees: Each commercial property to be connected to a System pressurized irrigation main shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation trunk mains to serve the property. The amount of said fee shall be a minimum one thousand nine hundred and twenty-four dollars and no cents ($1,924.00) for each lot or parcel up to seven thousand (7,000) square feet in total landscaped area plus eight and nine tenths of a cent ($0.089) per square foot for landscaped area exceeding seven thousand (7,000) square feet.

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

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

2.1.3.1 **Irrigation Main Connection Fee:** Each Homeowners Association property to be connected to a System pressurized irrigation main shall be assessed a one-time connection fee for reimbursement of the capital cost of providing pressurized irrigation trunk mains to serve the property. The amount of said fee shall be a minimum one thousand nine hundred and twenty-four dollars and no cents ($1,924.00) for each lot or parcel up to forty thousand (40,000) square feet in total area plus eight and nine tenths of a cent ($0.089) per square foot for landscaped area exceeding forty thousand (40,000) square feet.

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

2.1.4 **Previous Connections**: In instances where an improvement on a property has previously been connected to the pressurized irrigation system and complied with the connection fee(s) in force at the time of connection, the above fees do not apply. If, however, the connection involves an increase in demand on the system, then the connection is subject to these fees for the amount of the increase only. In the instances where pressurized irrigation (PI) mains were installed by ACHD in the early '90's within the areas of N Franklin Ave, N Elm Ave, and N Marteeson Ave; those connection fees shall be waived with the approval of this Resolution moving forward; homeowners would still be responsible for annual assessments for actual use.

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

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

2.2 **Kuna Municipal Irrigation System Service Lines and Connection Fees and Charges:** Kuna Municipal Irrigation System Service Line Connecting Fees and Charges are as follows:

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

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

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

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

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

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

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

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

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

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

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

3.1.1.2 Base Assessment: Each parcel or lot shall be assessed at the rate of sixty-two dollars and no cents ($62.00) per acre, but with a minimum assessment per account of seventy dollars and no cents ($70.00). This component of the total assessment is largely to defray the cost of water rental charged by the underlying irrigation district, with any amounts remaining to contribute to capital replacement and maintenance costs.

3.1.1.3 Operations Assessment: Any properties with pressure irrigation service shall be assessed annually seventy dollars and no cents ($70.00) per account for a property up to ten thousand (10,000) square feet in total area. The added assessment for accounts larger than ten thousand (10,000) square feet shall be five dollars and no cents ($5.00) per thousand (1,000) square feet for the portion of the property exceeding ten thousand (10,000) square feet in area.

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

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

3.1.2.2 **Base Assessment:** Each parcel or lot shall be assessed at the rate of sixty dollars and no cents ($60.00) per acre, but with a minimum assessment per account of twenty-seven dollars and no cents ($27.00). This component of the total assessment is largely to defray the cost of water rental charged by the underlying irrigation district, with any amounts remaining to contribute to capital replacement and maintenance costs.

3.1.2.3 **Operations Assessment:** Any properties with gravity irrigation service shall be assessed at the rate of twenty-one dollars and no cents ($21.00) per account for a property less than one acre in total area. The added assessment for residential accounts one acre and larger shall be five dollars and no cents ($5.00) per acre for the portion of the property exceeding one acre in area.

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

3.1.4 **Partial Year Assessment:** For purposes of calculating partial year assessments, the irrigation season is presumed to be April 10th to October 10th. For initial connections made during the course of the irrigation season (such as properties newly annexed into the Kuna Municipal Irrigation System), the new connection shall pay the full Base Assessment, the full Assessment Expense and a prorated Operations Assessment based on the portion of the irrigation season remaining. Partial year assessments are due and payable at the time of building permit issuance, and in instances where a building permit is not being issued, at or before the time of connection.

3.1.5 **Full Year Assessment:** Initial connections made before the commencement of the irrigation season (before April 10th) but after adoption of the annual assessment roll, shall be assessed the full annual irrigation assessment, prior to delivery of irrigation water, as if included in the annual assessment roll, less any vacant lot assessments that have been paid.

3.1.6 **Dual Assessment:** In the event a parcel receives an assessment from the Kuna Municipal Irrigation System, and also receives and pays an assessment from the property's underlying irrigation district for the same irrigation season, the amount paid to the irrigation district the parcel is within, shall be credited to the account with the Kuna Municipal Irrigation System. This policy presumes the city does not receive an assessment from the underlying irrigation district for the same parcel.

3.1.7 **Vacant Lot Assessment:** A non-irrigated parcel of one acre or less in area which has access to pressure irrigation and which is eligible for a building permit for either residential or commercial purposes, but which has not yet exercised that right at the time of assessment, shall be assessed thirty-two dollars and no cents ($32.00) per buildable parcel. Vacant lots larger than one acre in size are assessed as a gravity irrigation lot. In the event a building permit is obtained on said parcel after the time of assessment, but before the end of the irrigation season, said parcel shall be treated as a "partial year" or "full year" assessment, as defined above, with credit given for the vacant lot assessment already paid.

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

3.2 **Board of Correction:** Be it further resolved that the Board of Correction to hear protests to aforesaid assessments, and as deemed appropriate, to correct the same, shall meet March 3, 2026, at 5:30 P.M. at the Kuna City Hall, 751 W. 4th Street, Kuna, Idaho, and continue as long thereafter as may be necessary to conduct the business of the Board. The Board of Correction shall receive protests as to issues of fact in setting assessments, shall correct assessments to conform to the facts and shall conclude the process by confirming the corrected assessment roll. A protestant unable to attend the meeting of the Board may submit a protest in writing any time up to 3:00 P.M. February 26, 2026.

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

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

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

4.3 **Opt Out Provision:** A Kuna Municipal Irrigation System irrigation account holder may opt out of the monthly billing program at their option, and choose to pay the annual irrigation assessment in a lump sum payment due as provided for in Title 50, Section 18, Idaho Code. The City shall cause a notice to be mailed out to all Kuna Municipal Irrigation

System/potable water account holders informing them of their option of opting out of the monthly billing program and providing the address to inform the city of the same.

4.4 **Monthly Rates:** The monthly installments for payment of the 2026 annual irrigation assessment shall be eight (8) equal installments. After retirement of the 2025 annual irrigation assessment, the monthly installments shall end until re-started by the 2026 annual irrigation assessment resolution.

4.5 **New Service Accounts:** Requests to subdivide an account into additional accounts or aggregate existing accounts under single ownership, into fewer accounts, may be made by application in person at Kuna City Hall between 8:00 a.m. and 5:00 p.m. during normal workdays. Customers will be billed five dollars and no cents ($5.00) for each account added or reduced, payable at the time of the request. Adjustments in assessments during irrigation season, to the benefit or to the expense of the resulting accounts, shall be treated as "Partial Year Assessments" and prorated from the date of the request. Adjustments to the expense of an account shall be payable at the date of request and adjustments to the credit of an account shall be processed as an account payable in conformance with city procedures.

4.6 **Delinquencies:** All delinquent accounts shall be processed in accordance with the provisions of Idaho State Code.

SECTION 5: KUNA MUNICIPAL IRRIGATION SYSTEM CAPITAL IMPROVEMENTS FUND POLICY: The following is the Kuna Municipal Irrigation System Capital Improvements Fund Policy:

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

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

6.1 The number of properties served by a delivery ditch, and using the same, falls below a number which can be efficiently served. It shall be presumed that every delivery ditch requires five miner's inches of lost carrying water to operate and that each property is entitled to one miner's inch of delivered water. A delivery ditch shall be considered "not efficient" if the carrying water equals or exceeds the delivered water.

6.2 The delivery ditch has a history of two or more instances of accidental flooding of nearby properties.

6.3 Drainage facilities are missing or inadequate to protect the gravity served properties.

6.4 In instances where mandatory conversion is ordered by the City, the fifty percent reduction in connection fees and amortization shall be applied as outlined in Sections 2.1.5 and 2.1.6 above.

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

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

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

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

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

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

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

8.1.2.2 Use beyond the parcel's allotment; and

8.1.2.3 Use in violation of Alternate Day Sprinkling Order.

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

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

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

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

8.2.2.1 **Notice to Show Cause Hearing Process:** At the hearing before the City Council, the City Code Enforcement Officer shall present evidence of the authorized irrigation uses and the billing customer may appear and present evidence in their defense. If the City Council finds its more probable than not that the authorized uses as noticed have occurred, it shall issue a disconnect order to the Public Works Department to disconnect the offending lot or parcel from the pressure or gravity irrigation system for the duration of the irrigation season without any prorated reimbursement of assessment.

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

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

SECTION 10: SEVERABILITY CLAUSE

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

SECTION 11: EFFECTIVE DATE

This resolution shall become effective September 16, 2025 following approval by the Kuna City Council.

PASSED BY THE COUNCIL of the City of Kuna, this 16th day of September, 2025.

APPROVED BY THE MAYOR of the City of Kuna, this 16th day of September, 2025.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Nathan Stanley, City Clerk

PRESSURIZED CONSTANT CHARGES/AREAS

			LAST YEAR
COMPONENT 1	ACCOUNT CHARGE	$ 6.00	$ 6.00
COMPONENT 2	CHARGE PER ACRE	$ 62.00	$ 60.00
	MINIMUM CHARGE	$ 66.00	$ 54.00
	MINIMUM S.F	40000	
	S.F. PER DOLLAR	702.5806	
COMPONENT 3	MINIMUM CHARGE	$ 70.00	$ 67.00
	MINIMUM S.F.	10000	
	CHARGE PER 1000 S.F	$ 5.00	$ 5.00

MINIMUM CHARGE $ 142.00
LAST YEAR $ 127.00
112%

GRAVITY CONSTANT CHARGES/AREAS

			LAST YEAR
COMPONENT 1	ACCOUNT CHARGE	$ 6.00	$ 6.00
COMPONENT 2	CHARGE PER ACRE	$ 60.00	$ 60.00
	MINIMUM CHARGE	$ 25.00	$ 23.00
	MINIMUM ACREAGE	18150	
	S.F. PER DOLLAR	726.0000	
COMPONENT 3	MINIMUM CHARGE	$ 21.00	$ 18.00
	MINIMUM S.F.	43560	
	PER ACRE OVER 1 ACRE	$ 5.00	$ 5.00

MINIMUM CHARGE $ 52.00
LAST YEAR $ 47.00
111%

NAMPA~MERIDIAN VACANT LOTS

			LAST YEAR
COMPONENT 1	ACCOUNT CHARGE	$ 32.00	$ 26.00
		$ -	
COMPONENT 2	CHARGE PER ACRE	$ -	
COMPONENT 3	MINIMUM CHARGE	$ -	

MINIMUM CHARGE $ 32.00
LAST YEAR $ 26.00
123%

NEW YORK VACANT LOTS

			LAST YEAR
COMPONENT 1	ACCOUNT CHARGE	$ 32.00	$ 26.00
		$ -	
COMPONENT 2	CHARGE PER ACRE	$ -	
COMPONENT 3	MINIMUM CHARGE	$ -	

MINIMUM CHARGE $ 32.00
LAST YEAR $ 26.00
123%

BOISE~KUNA VACANT LOTS

			LAST YEAR
COMPONENT 1	ACCOUNT CHARGE	$ 32.00	$ 26.00
COMPONENT 2	CHARGE PER ACRE	$ -	
COMPONENT 3	MINIMUM CHARGE	$ -	

8,000 SF LOT
MINIMUM CHARGE $ 32.00
LAST YEAR $ 26.00
123%

BUDGETED NUMBER	**$ 1,947,699.00**
ROLL TOTAL AS OF THIS EXACT MOMENT IN TIME	**$ 1,682,733.06**
***** WHEN/IF ALL VACANTS WOULD BUILD OUT IN 2022**	**$ 1,738,393.06**

RESOLUTION NO. R74-2025
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE COST OF LIVING INCREASE OF TWO AND FORTY-ONE ONE HUNDRETH PERCENT (2.41%) FOR ALL FULL-TIME CITY EMPLOYEES; ADOPTING THE FISCAL YEAR 2025 STEP AND GRADE CHART FOR ALL FULL-TIME EMPLOYEES AS ATTACHED HERETO AS EXHIBIT A; AND DECLARING THE EFFECTIVE DATE.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the cost of living increase of two and forty-one one hundredth percent (2.41%) for all full-time city employees is approved.

BE IT FURTHER RESOLVED that the Fiscal Year 2026 Step and Grade Chart for full-time employees is hereby adopted.

BE IT FURTHER RESOLVED that all prior Step and Grade Charts are hereby repealed.

BE IT FURTHER RESOLVED that the cost of living increase shall be effective commencing with the first pay period after October 1, 2025.

PASSED BY THE COUNCIL of Kuna, Idaho this 16th day of September, 2025.

APPROVED BY THE MAYOR of Kuna, Idaho this 16th day of September, 2025.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Nathan Stanley, City Clerk

STEPS / GRADES	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	P	Q	R	S	T	U	V	W	X	Y	Z	AA	BB	CC	DD	EE	FF	GG	HH
13	$60.06	$60.67	$61.27	$61.88	$62.50	$63.13	$63.76	$64.40	$65.04	$65.69	$66.35	$67.01	$67.68	$68.36	$69.04	$69.73	$70.43	$71.13	$71.85	$72.56	$73.29	$74.02	$74.76	$75.51	$76.27	$77.03	$77.80	$78.58	$79.36	$80.16	$80.96	$81.77	$82.59	$83.41
12	$52.24	$52.76	$53.29	$53.82	$54.36	$54.90	$55.45	$56.00	$56.56	$57.13	$57.70	$58.28	$58.86	$59.45	$60.04	$60.65	$61.25	$61.86	$62.48	$63.11	$63.74	$64.38	$65.02	$65.67	$66.33	$66.99	$67.66	$68.34	$69.02	$69.71	$70.41	$71.11	$71.82	$72.54
11	$45.42	$45.88	$46.34	$46.80	$47.27	$47.74	$48.22	$48.70	$49.19	$49.68	$50.18	$50.68	$51.19	$51.70	$52.21	$52.74	$53.26	$53.80	$54.33	$54.88	$55.43	$55.98	$56.54	$57.11	$57.68	$58.25	$58.84	$59.43	$60.02	$60.62	$61.23	$61.84	$62.46	$63.08
10	$39.49	$39.89	$40.28	$40.69	$41.09	$41.51	$41.92	$42.34	$42.76	$43.19	$43.62	$44.06	$44.50	$44.94	$45.39	$45.85	$46.31	$46.77	$47.24	$47.71	$48.19	$48.67	$49.16	$49.65	$50.14	$50.64	$51.15	$51.66	$52.18	$52.70	$53.23	$53.76	$54.30	$54.84
9	$34.34	$34.68	$35.03	$35.38	$35.73	$36.09	$36.45	$36.81	$37.18	$37.55	$37.93	$38.31	$38.69	$39.08	$39.47	$39.86	$40.26	$40.66	$41.07	$41.48	$41.90	$42.31	$42.74	$43.16	$43.60	$44.03	$44.47	$44.92	$45.37	$45.82	$46.28	$46.74	$47.21	$47.68
8	$29.87	$30.17	$30.47	$30.77	$31.08	$31.39	$31.71	$32.02	$32.34	$32.67	$32.99	$33.32	$33.66	$33.99	$34.33	$34.68	$35.02	$35.37	$35.73	$36.09	$36.45	$36.81	$37.18	$37.55	$37.93	$38.31	$38.69	$39.08	$39.47	$39.86	$40.26	$40.66	$41.07	$41.48
7	$27.15	$27.42	$27.69	$27.97	$28.25	$28.53	$28.82	$29.11	$29.40	$29.69	$29.99	$30.29	$30.59	$30.90	$31.20	$31.52	$31.83	$32.15	$32.47	$32.80	$33.12	$33.46	$33.79	$34.13	$34.47	$34.81	$35.16	$35.51	$35.87	$36.23	$36.59	$36.96	$37.33	$37.70
6	$24.69	$24.94	$25.19	$25.44	$25.69	$25.95	$26.21	$26.47	$26.73	$27.00	$27.27	$27.54	$27.82	$28.10	$28.38	$28.66	$28.95	$29.24	$29.53	$29.83	$30.13	$30.43	$30.73	$31.04	$31.35	$31.66	$31.98	$32.30	$32.62	$32.95	$33.28	$33.61	$33.95	$34.29
5	$22.44	$22.66	$22.89	$23.12	$23.35	$23.58	$23.82	$24.06	$24.30	$24.54	$24.79	$25.03	$25.28	$25.54	$25.79	$26.05	$26.31	$26.57	$26.84	$27.11	$27.38	$27.65	$27.93	$28.21	$28.49	$28.77	$29.06	$29.35	$29.65	$29.94	$30.24	$30.54	$30.85	$31.16
4	$20.40	$20.60	$20.81	$21.02	$21.23	$21.44	$21.65	$21.87	$22.09	$22.31	$22.53	$22.76	$22.98	$23.21	$23.45	$23.68	$23.92	$24.16	$24.40	$24.64	$24.89	$25.14	$25.39	$25.64	$25.90	$26.16	$26.42	$26.68	$26.95	$27.22	$27.49	$27.77	$28.05	$28.33
3	$18.54	$18.73	$18.92	$19.11	$19.30	$19.49	$19.68	$19.88	$20.08	$20.28	$20.48	$20.69	$20.90	$21.10	$21.32	$21.53	$21.74	$21.96	$22.18	$22.40	$22.63	$22.85	$23.08	$23.31	$23.55	$23.78	$24.02	$24.26	$24.50	$24.75	$24.99	$25.24	$25.50	$25.75
2	$16.86	$17.03	$17.20	$17.37	$17.54	$17.72	$17.89	$18.07	$18.25	$18.44	$18.62	$18.81	$18.99	$19.18	$19.38	$19.57	$19.77	$19.96	$20.16	$20.36	$20.57	$20.77	$20.98	$21.19	$21.40	$21.62	$21.83	$22.05	$22.27	$22.50	$22.72	$22.95	$23.18	$23.41
1	$15.31	$15.47	$15.62	$15.78	$15.94	$16.10	$16.26	$16.42	$16.58	$16.75	$16.92	$17.09	$17.26	$17.43	$17.60	$17.78	$17.96	$18.14	$18.32	$18.50	$18.69	$18.87	$19.06	$19.25	$19.44	$19.64	$19.84	$20.03	$20.23	$20.44	$20.64	$20.85	$21.06	$21.27

COST OF LIVING ADJUSTMENT(COLA) FACTOR

2.41%

CITY OF KUNA

State of Idaho

Proclamation

CONSTITUTION WEEK 2025

WHEREAS, *The Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law; and*

WHEREAS, *September 17, 2025, marks the two hundred and thirty-eighth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and*

WHEREAS, *It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and*

WHEREAS, *Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 21, 2025, as Constitution Week.*

NOW, THEREFORE, *I, Joe L. Stear, Mayor of the City of Kuna, Idaho, do hereby proclaim September 17 through 21, 2025 as:*

CONSTITUTION WEEK

In the City of Kuna and urge all citizens to study the Constitution and reflect on the privilege of being an American with all the rights and responsibilities which that privilege involves.

IN WITNESS WHEREOF,
I set my hand on this the 16th day of September
in the year of two thousand and twenty-five.

_____

Joe L. Stear
Mayor of Kuna, Idaho

Gallica Heights Estates Subdivision

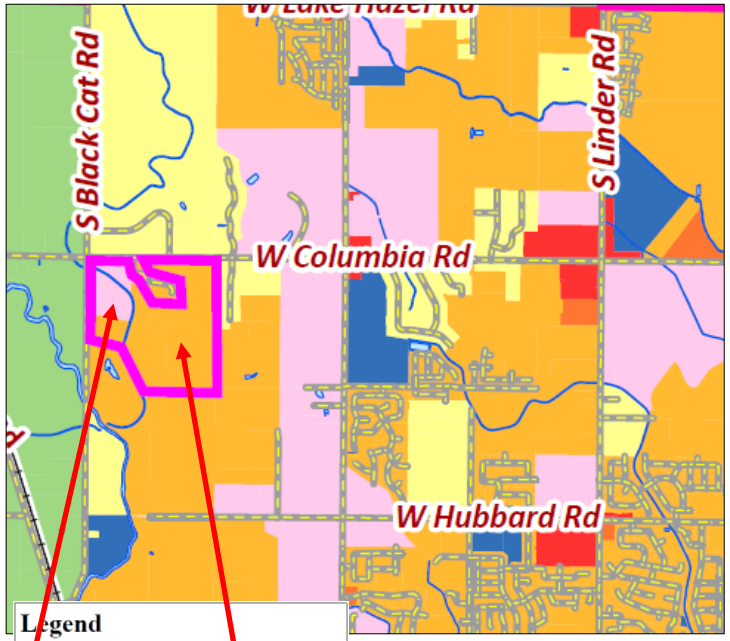
Black Cat Rd & Columbia Rd

Kuna City Council
September 16, 2025

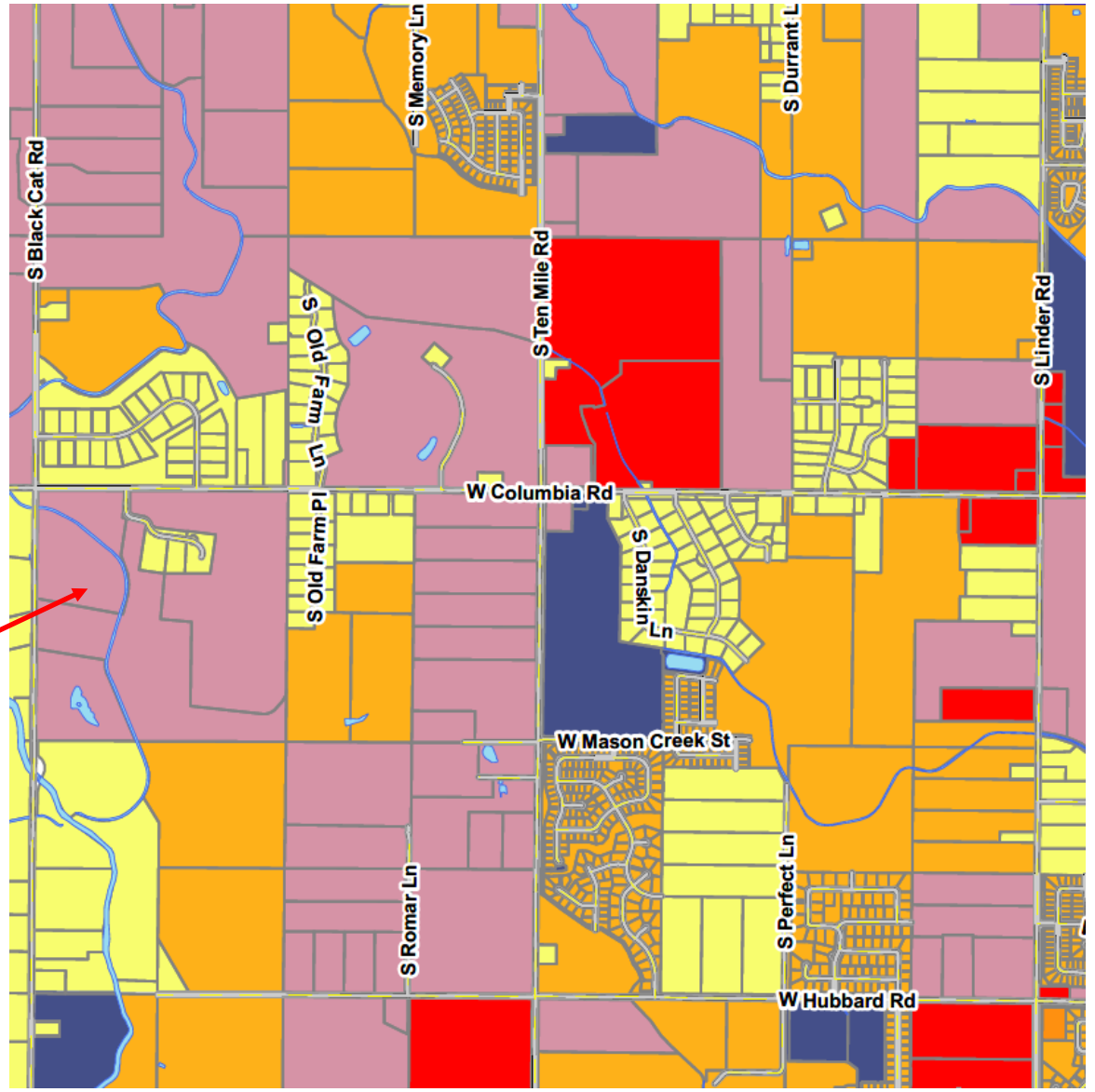
Case Nos. 22-07-ZC & 22-15-S

Future Land Use Map

Current



2019 FLUM – In Effect at Application Submittal



Comprehensive Plan

Goal 3.C Encourage development of commercial areas with good connectivity and character.

- **Objective 3.C.2. Create neighborhood-serving mixed-use centers that incorporate commercial activities.**

Goal 3.D Encourage development of housing options and strong neighborhoods.

- **Objective 3.D.1. Encourage development of housing options for all citizens.**
- **Objective 3.D.2. Create strong neighborhoods through preservation, new development, connectivity and programming.**

Goal 4.B Increase sidewalk coverage and connectivity and invest in pedestrian facilities to increase walkability.

Objective 4.B.2. Maintain and expand sidewalks and pedestrian facilities within the community.

Goal 4.C Increase pathway, trail and on-street bicycle facilities to create an expanded and connected bicycle network.

- **Objective 4.C.2. Ensure expansion of pathways, trails and on-street bicycle routes.**

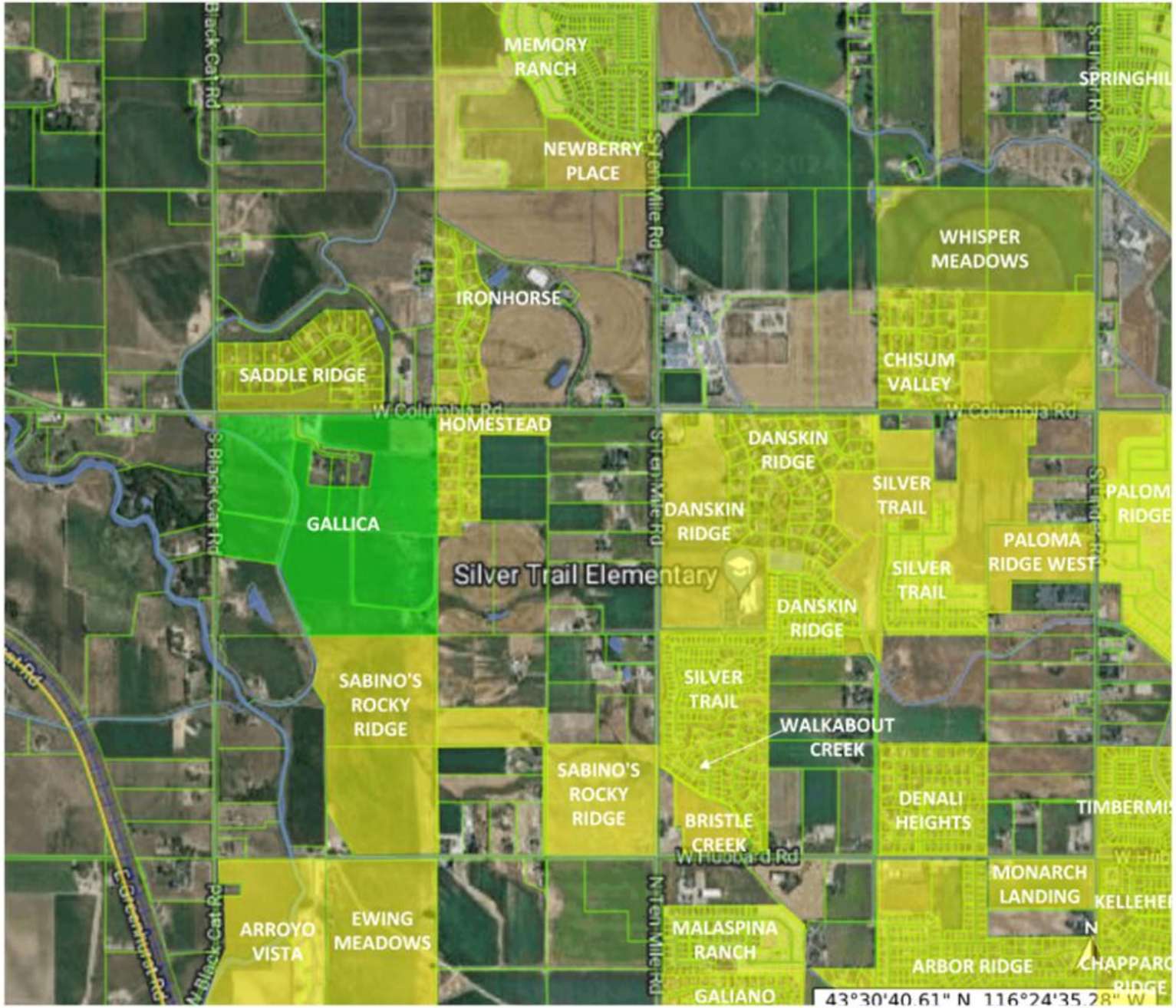
Goal 4.D Promote a connected street network that incorporates mid-mile collectors and crossings for improved neighborhood connectivity.

Goal 5.A Provide support to Kuna's schools and pre-K education opportunities to meet population demands.

- **Objective 5.A.1. Help ensure Kuna's school facilities meet increasing population demands.**

5.A.1.b. Work with the KSD and Charter School(s) to address future program and facility needs.

Nearby Subdivisions



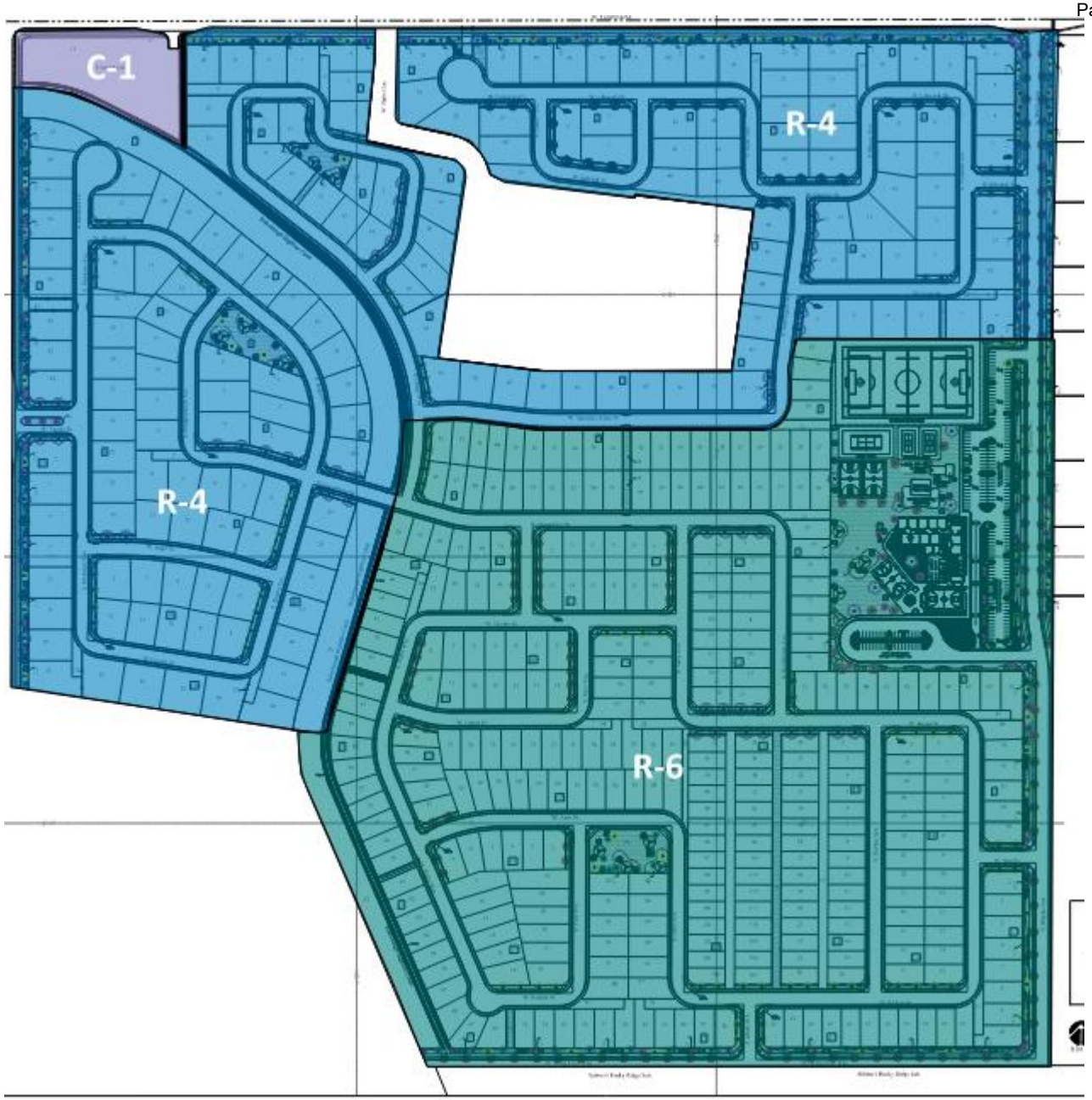
Proposed Zoning

Original	Updated
422 detached single family; 195 townhomes (617 units total)	514 detached (reduction of 103 residences)
R-6, R-12, C-1	R-4, R-6 and C-1 zoning (no high density zoning)
Smallest lots adjacent to Black Cat	No small lots; better buffering to residences across Black Cat; R-4 zone along perimeters
Private amenity space	Public park and charter school
22.31 acres open space (16.87)	21.08 acres open space (15.94%)
Fewer connections throughout	Enhanced connectivity

R-4 – 182 Residential Lots (60.46 acres)

R-6 – 332 Residential Lots (70.05 acres)

C-1 – 1 Lot (1.75 acres)



Preliminary Plat

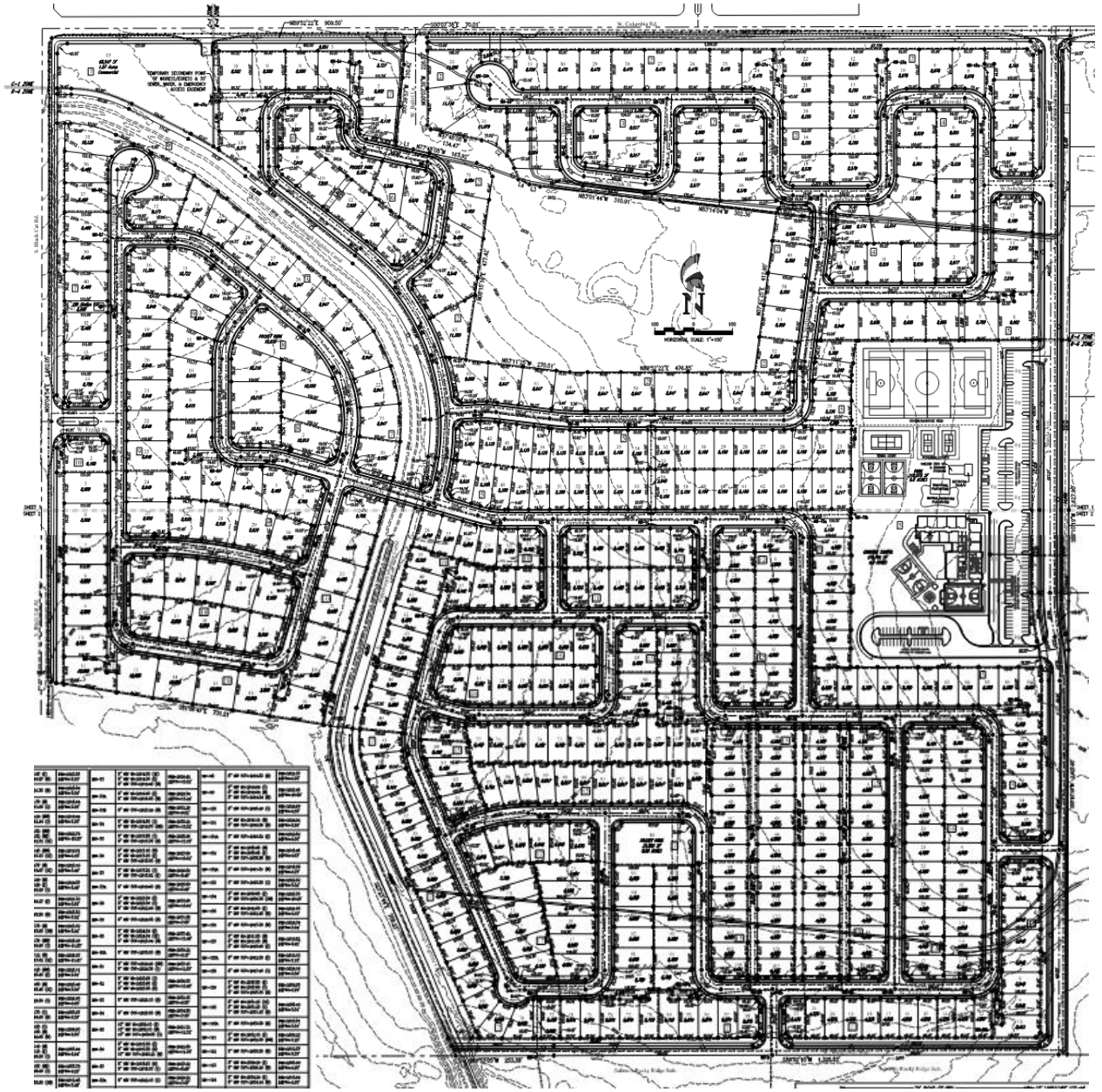
R-4 – 182 Residential Lots (60.46 acres)

R-6 – 332 Residential Lots (70.05 acres)

C-1 – 1 Lot (1.75 acres)

Charter School – 4 acres

Public Park – 5 acres



Open Space Plan

Pocket Parks

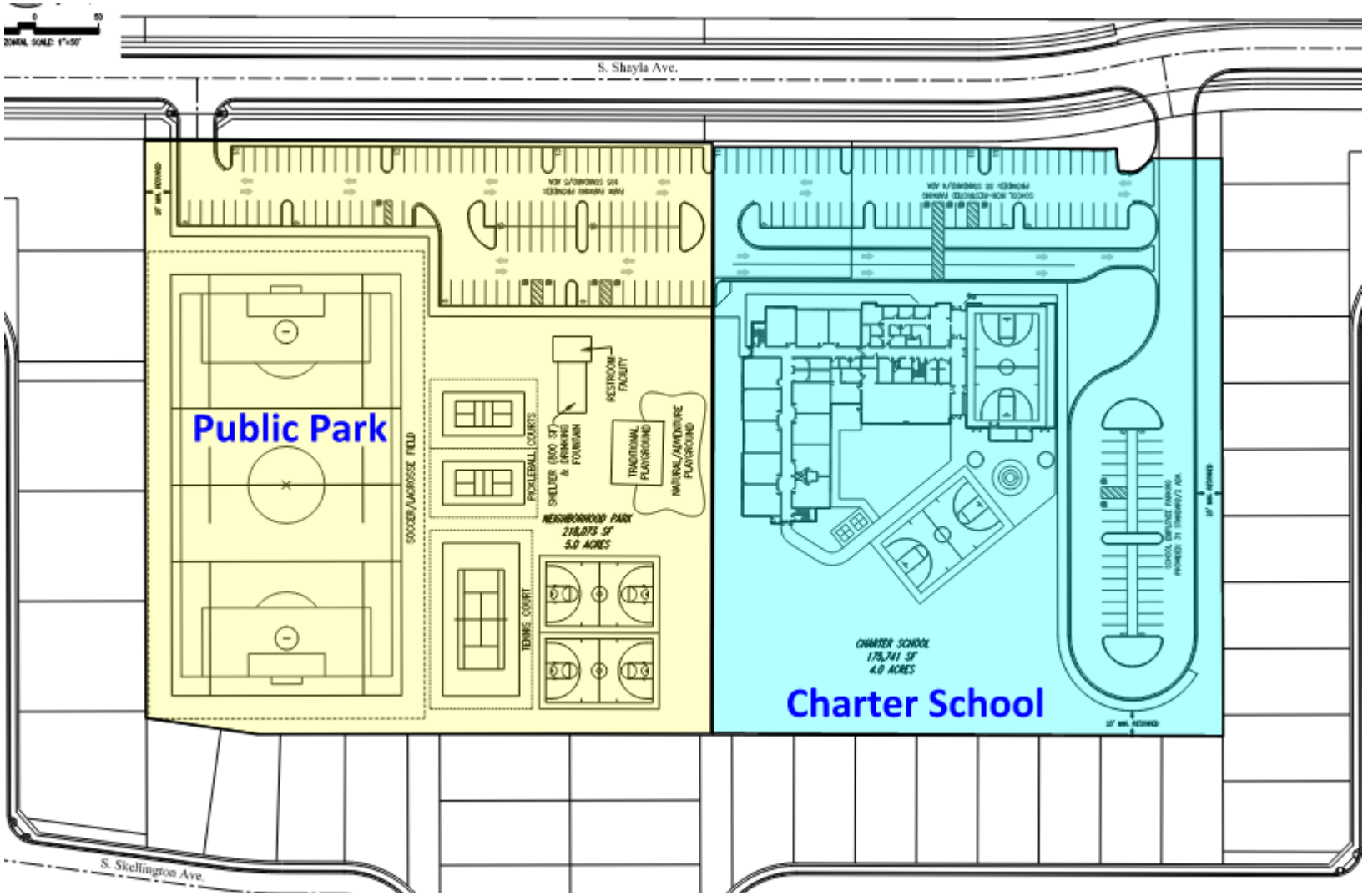
City Park

Canal Pathway

Land Use Legend

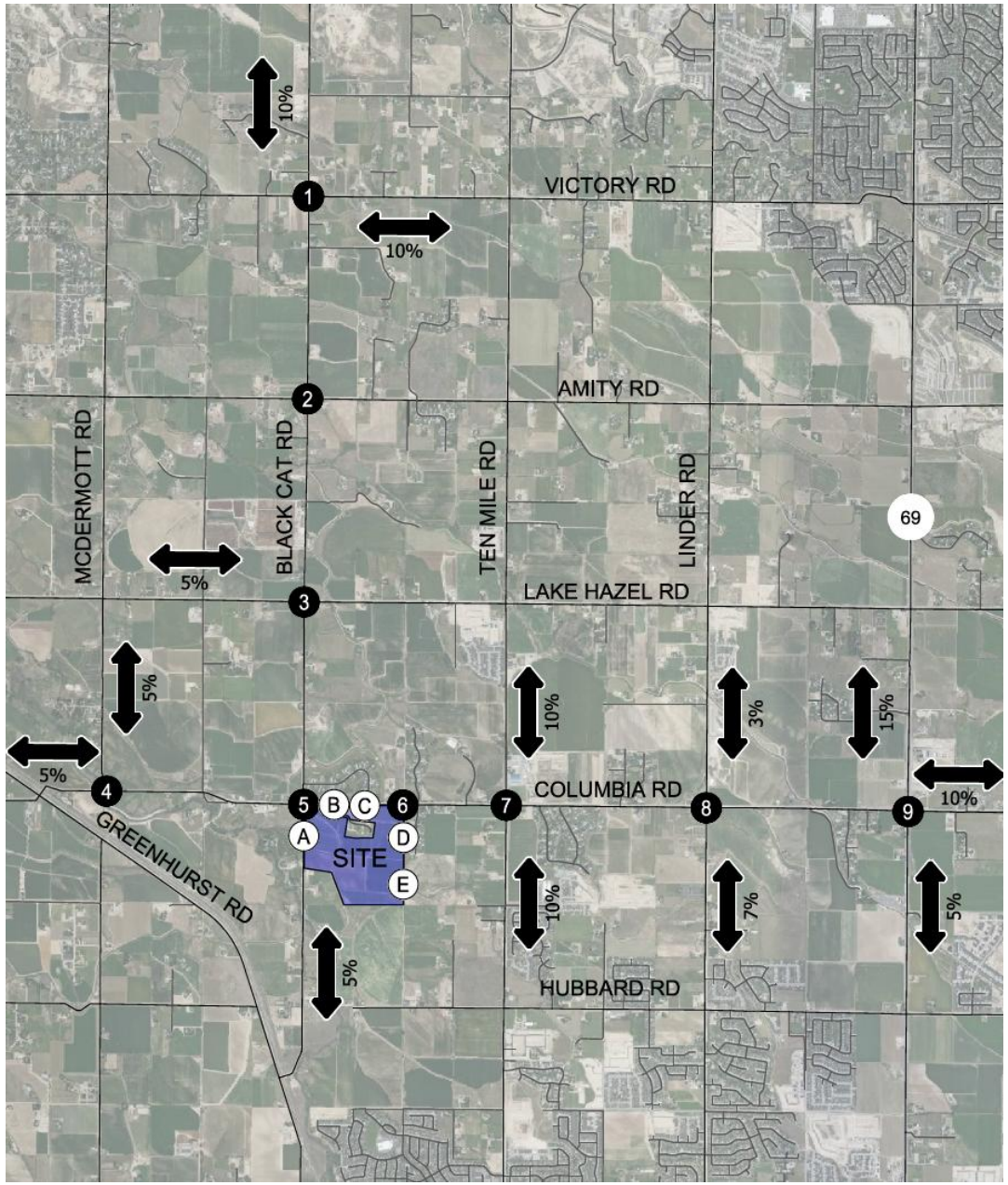
- R-4 RESIDENTIAL LOTS
- R-6 RESIDENTIAL LOTS
- C-1 COMMERCIAL LOT
- OPEN SPACE LOTS
- CHARTER SCHOOL FOOTPRINT

Proposed Charter School & Public Park

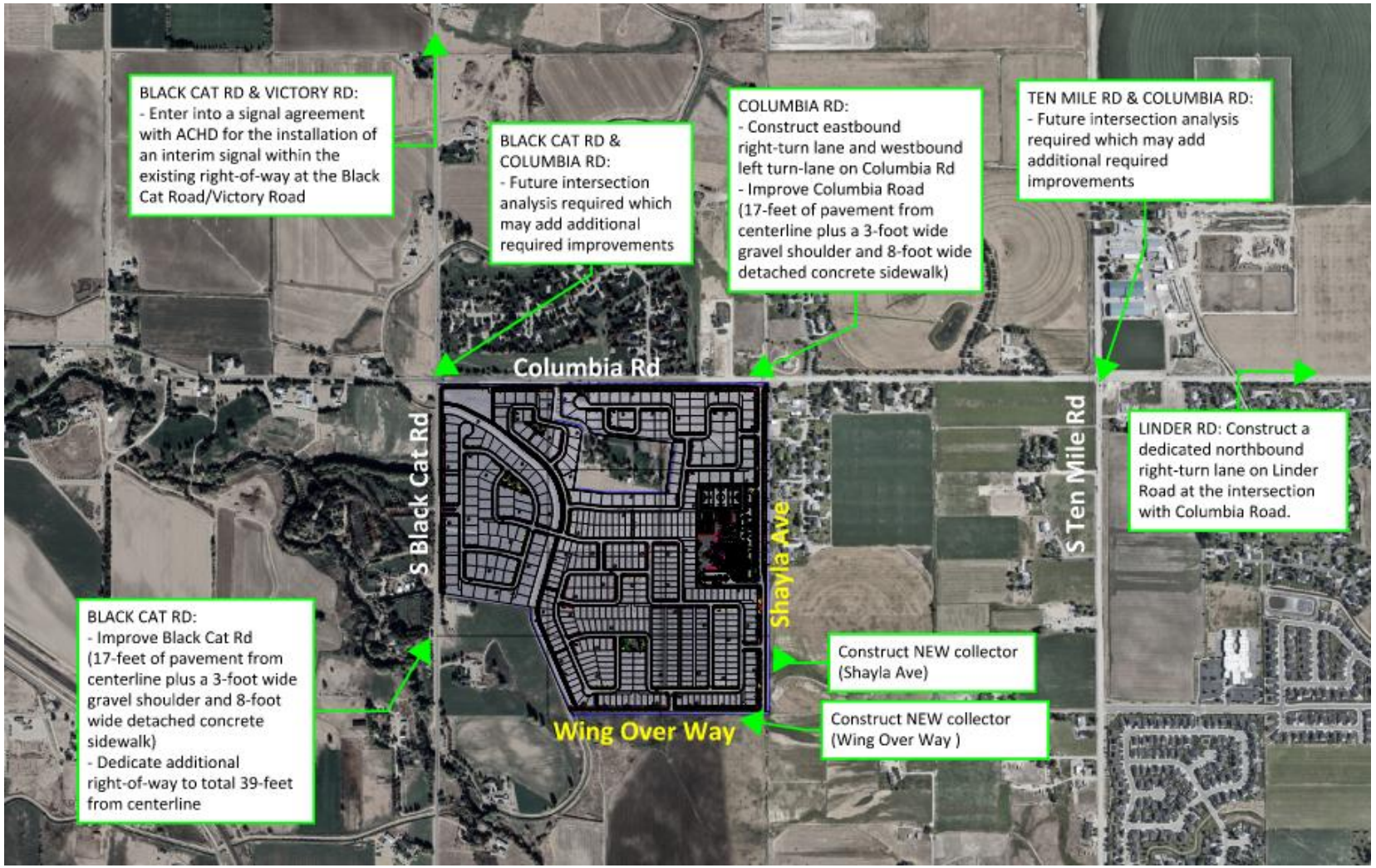


Study Intersections and Estimated Trip Distribution

1. Victory & Black Cat
2. Amity & Black Cat
3. Lake Hazel & Black Cat
4. McDermott & Columbia
5. Columbia & Black Cat
6. Columbia & Shayla
7. Columbia & Ten Mile
8. Columbia & Linder
9. Columbia & Hwy 69



Developer-Funded Road Improvements



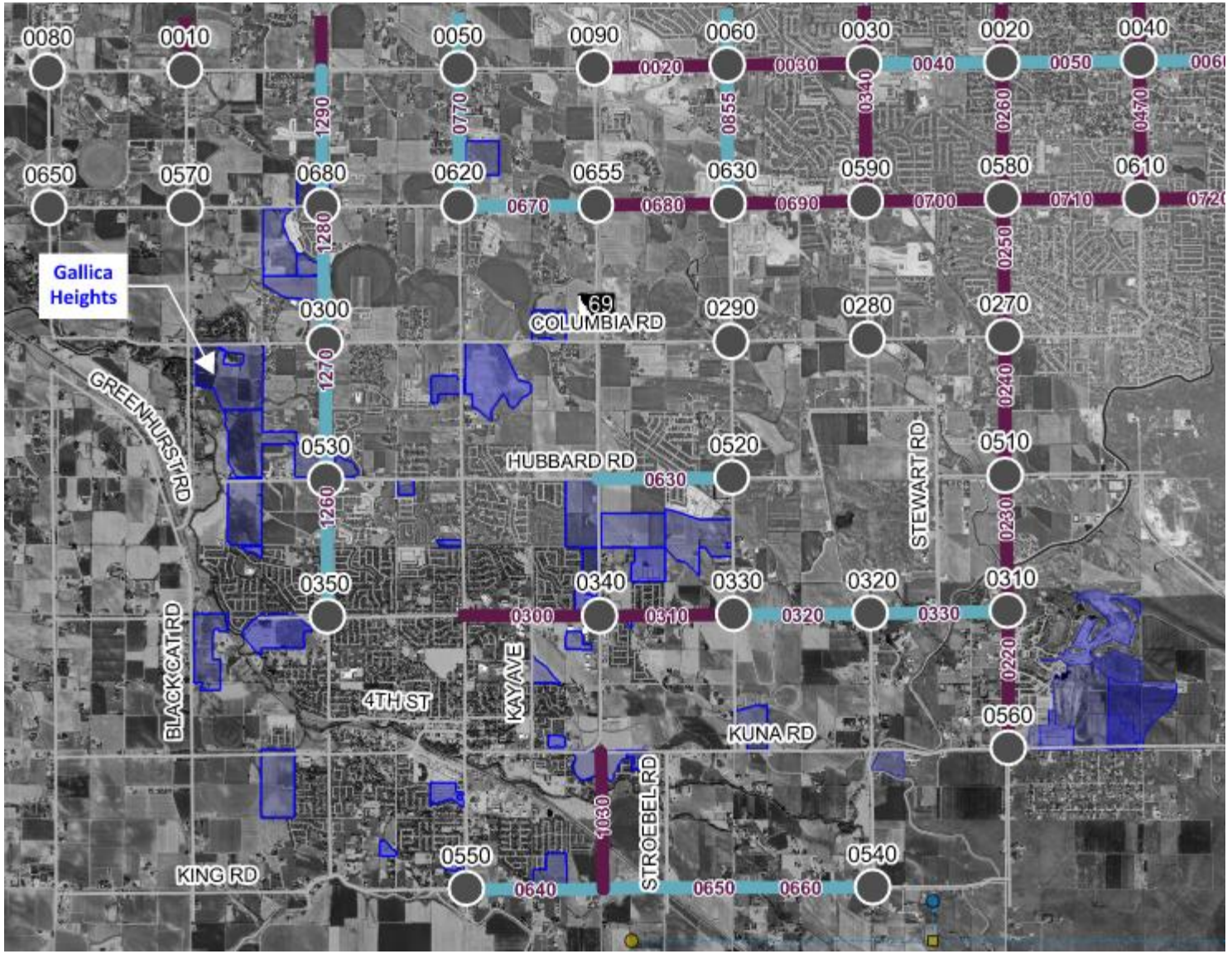
ACHD Capital Improvements

Intersections

0080 Amity/McDermott
0010 Amity/Black Cat
0650 Lake Hazel/McDermott
0570 Lake Hazel/Black Cat
0680 Lake Hazel/Ten Mile
0300 Columbia/Ten Mile
0530 Hubbard/Ten Mile
0350 Deer Flat/Ten Mile

Roads

1260 Ten Mile (Deer Flat-Columbia)
1270 Ten Mile (Columbia-Hubbard)
1280 Ten Mile (Columbia-Lake Hazel)
1290 Ten Mile (Lake Hazel-Amity)
0300 Deer Flat (Linder-Meridian)



Impact Fees

- ACHD $3,493 x 514 = $1,795,402
- Park $2,604 x 514 = $1,338,452
- Police $271 x 514 = $139,294
- Fire $1792 x 514 = $921,088

TOTAL $4,194,236

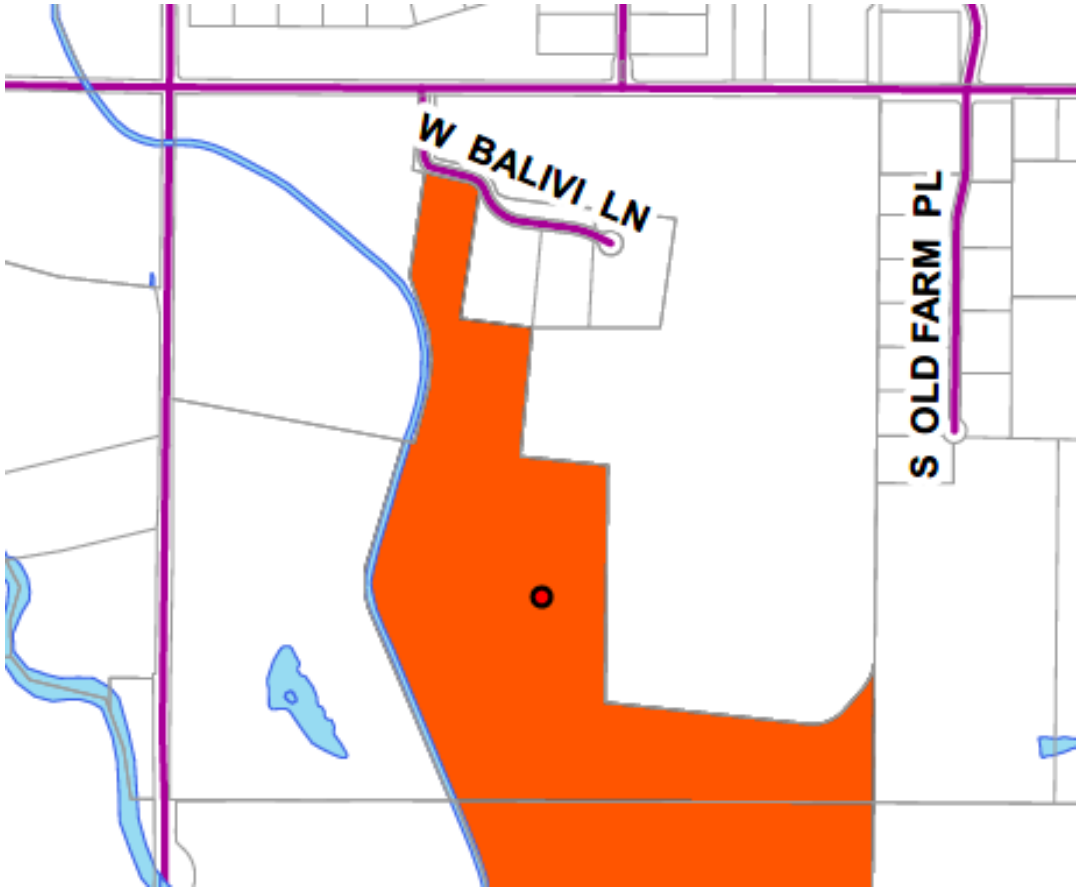
Request

Approval of Zoning and Subdivision applications (22-07-ZC & 22-15-S)

Thank you

Supplemental Materials

Local Improvement District (LID) Property

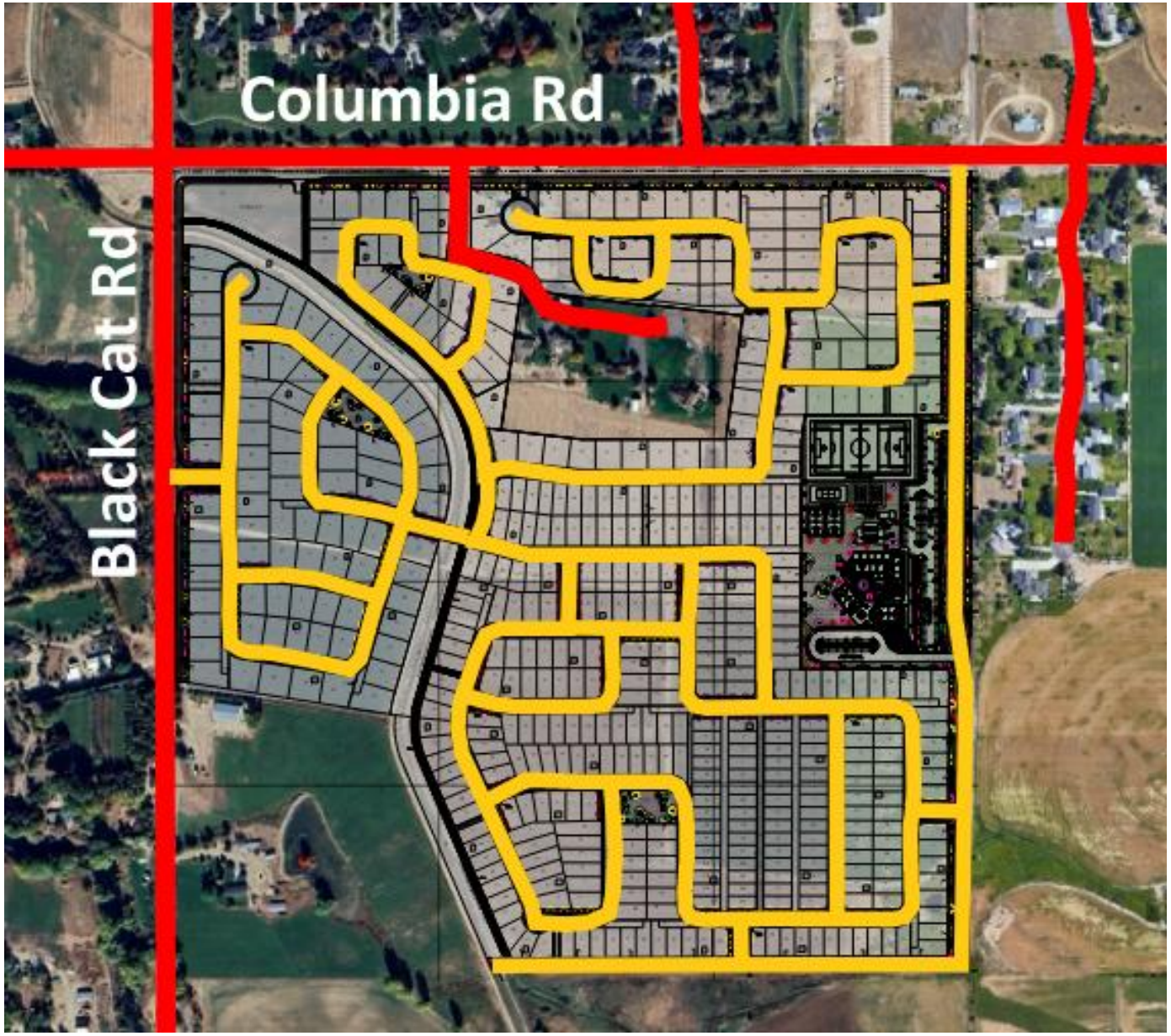


- Entire property annexed for LID purposes
- Approximately 40% of property in LID
- Lien placed on property to secure City's debt for wastewater facility
- Expected that this property would develop in 2006

Roadway Connectivity

- **North / South Mid-Mile Collector** – along eastern boundary
  - Shayla Road

- **East / West Mid-Mile Collector** – along southern boundary
  - W. Wing Over Way



Phasing

Phase 1 – 65 Lots

Phase 2 – 59 Lots

Phase 3 – 63 Lots

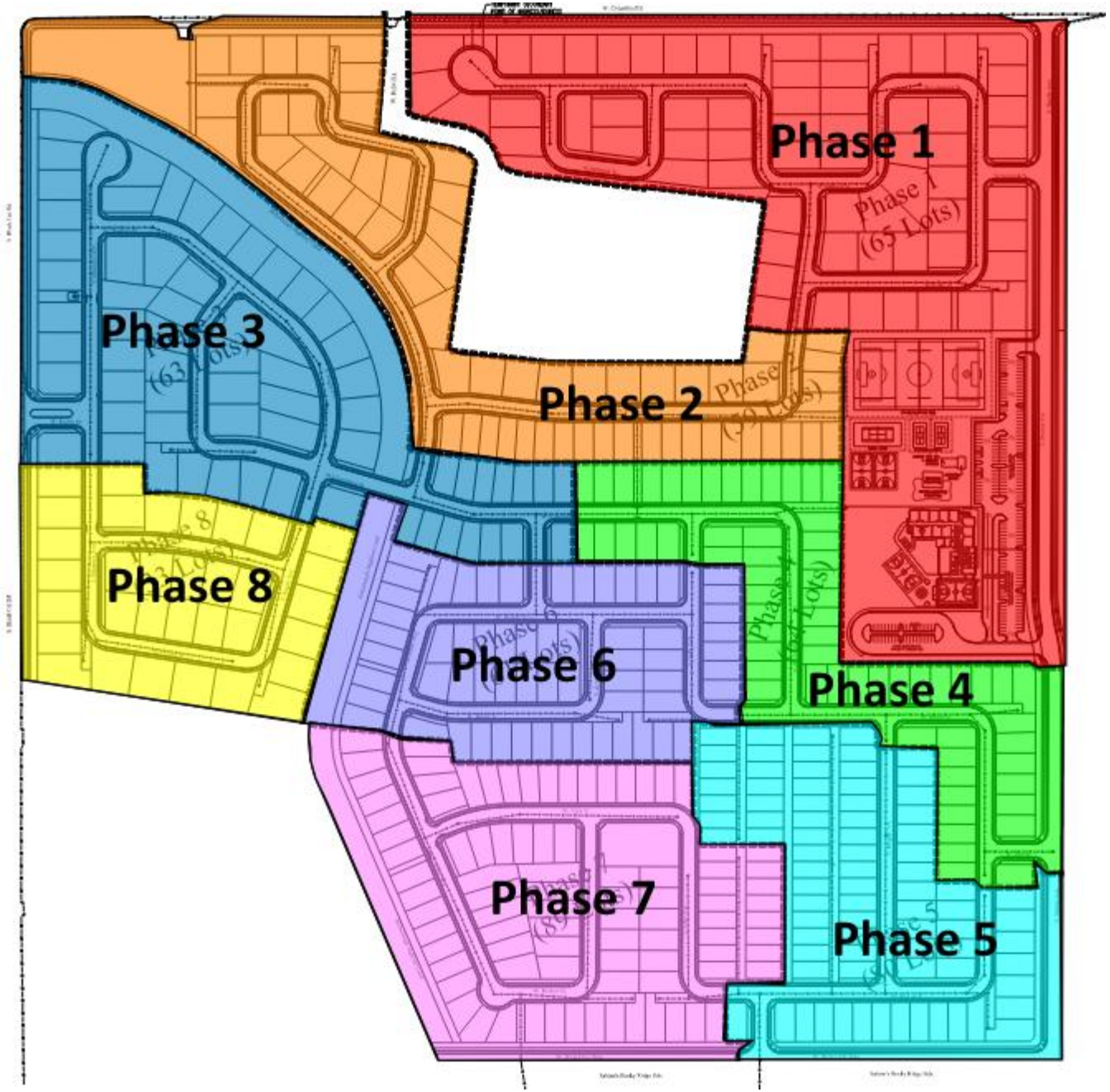
Phase 4 – 64 Lots

Phase 5 – 80 Lots

Phase 6 – 61 Lots

Phase 7 – 89 Lots

Phase 8 – 33 Lots



Amenities and Open Space

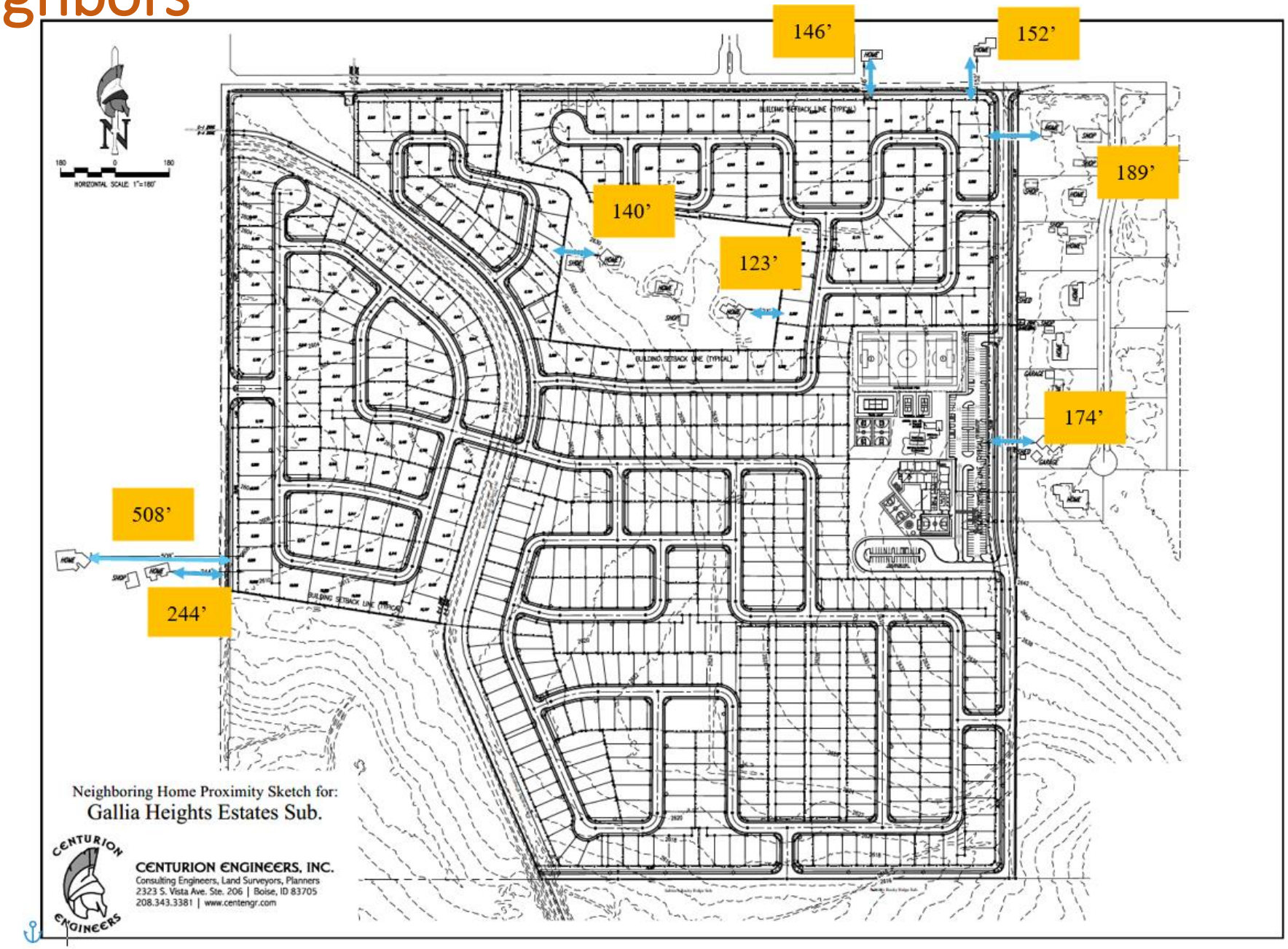
Qualified Open Space:

21 Acres (+/- 16%)

Amenities include:

- sports courts (tennis, basketball, pickleball)
- a playground
- a soccer/lacrosse field
- pocket parks
- Pathway along the Ridenbaugh Highline Canal

Distance to Neighbors



CASE NOS. 22-07-ZC & 22-15-S

GALLICA HEIGHTS SUBDIVISION

Planner: Troy Behunin
TBehunin@KunaID.gov
Phone: 208.387.7729

ALL APPLICATION MATERIALS:
22-07-ZC and 22-15-S:
for the GALLICA HEIGHTS 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.

KUNA Planning & Zoning

CITY OF KUNA:
CITY COUNCIL
STAFF REPORT

City Council Staff Memo

Entitlements Requested:	Subdivision	Rezone	Annexation	Special Use	Planned Unit Development	Design Review	Other

Title:	Gallica Heights Sub.	**Application Number:**	22-07-ZC and 22-15-S
Date:	9.16.2025	**Staff Contact:**	Troy Behunin
Owner/Applicant:	Thistle Farm, LLC - Owner	**Applicant Contact:**	6152 E Half Moon Ln., Eagle ID 83616
Representative:	Givens Pursley, LLP	**Representative Contact:**	eak@givenspursley.com

Purpose
Applicant requests rezone approval for approx. 132.26 acres from Ag. to R-4, R-6 (Medium Density Residential) & C-1 (Neighborhood Commercial) zones. Applicant request's Preliminary Plat approval to subdivide the same lands into 514 home lots, 103 common, 20 common driveway lots, 1 commercial lot and 1 School Lot. The subject site is located at the SEC of Columbia and Black Cat Roads, in Section 10, Township 2 North, Range 1 West, (APN's S1310223100, S1310233700, and S1310233610). A school site has been integrated into the site plan.

Statement of Fact	
Parcel Number(s):	S1310223100, S1310233700, and S1310233610
Future Land Use Map Designation:	Medium Residential Density
Existing Land Use:	Residential
Current Zoning:	Agriculture (Kuna City)
Proposed Zoning:	R-4 & R-6, Medium Density Residential, and C-1 (Neighborhood Commercial).
Development Area:	132.50 acres
Adjacent Zoning Districts:	**North:** RR (Rural Residential); **East:** RR (Rural Residential) & Agriculture; **South:** R-6 (Medium Residential); **West:** RR (Rural Residential).
Adjacent Street(s) Existing:	**North:** W Columbia Rd.; **East:** None; **South:** None; **West:** Black Cat Rd.
Internal Street(s) Existing & Proposed:	**Proposed**. S Shayla Ave., S Veridian Ave., S Bisque Ave., S Dude Ave., S Donny Ave., S Montoya Ave., S Humperdink Ave., S Rugen, S Gump Way, S Skellington Ave., S Sally Ave., S Zero Ave., S Rufio Way, S Hook Ave., W Lebowski St., W Sobchak St., W Frodo St., W Westly St., W Giantsbane St., W Fezzik St, W Inigo St., W Vezzini St., W Declan St., W Hodor St., W Arya St., W Rickon St. W Wing Over Way.
Adjacent Bike/Pedestrian Facilities:	None
Adjacent Parks:	Providing a School Lot, City Park and internal paths along Canal.
Land Dedication Requirements:	N/A

Comprehensive Plan and Future Land Use Map Analysis

The Comprehensive Plan identifies the subject property as Mixed-Use and Medium Density Residential on the City's Future Land Use Map (FLUM). This parcel is currently zoned Agriculture. The proposed zones of C-1, R-4 and R-6 on the subject site comply with the FLUM.

The Comprehensive Plan identifies Kuna's land uses will support a desirable, distinctive and well-designed community.

The Comprehensive Plan identifies Kuna will be economically diverse and vibrant, ensure infrastructure and public facilities are in place and parcels identified are shovel ready. Kuna will attract and encourage new and existing businesses with an environment friendly to business creation, expansion and relocation. (Goal 1.A & C, Policy A & C, and Objective 1.C.2).

The Comprehensive Plan identifies the goal to encourage development of housing options and strong neighborhoods (Goal 3 D) and encourages housing types for all citizens (Objective 3 D.1).

The Comprehensive Plan encourages development of housing needs to meet demand, creation of neighborhoods connected through sidewalks, pathways, on-street and transit infrastructure (Goal 3 D, Goal 4 B & Goal 4 D).

The Comprehensive Plan identifies respecting and protecting private property rights ensuring land use policies and regulations do not violate those rights, and encourage preservation of development of housing needs, ensuring city actions do not limit the use of property (Goal 3 G).

The Comprehensive Plan promotes a well-connected street network incorporating collectors and crossings for neighborhood connectivity, while expanding classified roads and preserving Rights-of-Way (Goal 4 D).

The Comprehensive Plan promotes developers Working with the KSD and Charter School(s) to address future program and facility needs, (Objective 5.A.1.b).

Staff Analysis

This project came before the Commission in September of 2023, as a Planned Unit Development (PUD), Rezone, Pre Plat, Special Use Permit (SUP) and Design Review application which proposed the C-1, R-6, & R-12 zones, to include a Pre Plat for 1 School Lot, 615 Residential Lots and 86 Common Lots, and 1 Commercial lot. At the end of the Public Hearing process, the Commission voted to *recommend* denial to the Council for the Rezone, the PUD, and Pre Plat, and the Commission denied the SUP and Design Review applications.

On February 6, 2024, this project went to Council as an appeal of the Commissions' Denial for the SUP and Design Review, and to go through the public hearing process for the Rezone, PUD and the Pre Plat. At the end of the public hearing, the Council determined the following;

- The rezone to high density was not consistent with the Comp Plan,
- The rezone was denied due to inability of the City and School District to serve the project,
- The PUD and Preliminary Plat were denied due to the denial of the Rezone request,
- The Council voted to uphold the Commissions denial of the SUP and Design Review.
- The Council signed the Findings of Fact and Conclusions of Law, on 5 March 2024.

On March 19, 2024, the applicant filed a motion for reconsideration of the Councils' Decision summarily.

At the 16 April Council meeting, the Council received a Memo from Director Doug Hanson stating six (6) specific items outlined by the applicant in the request for reconsideration when deciding whether to grant the request:

- Failure to Provide Adequate Reasoned Statement,
- Public Works Comments,
- Traffic Comments,
- Reliance on Incorrect Future Land Use Map,
- Compliance with Zoning Standards,
- Failure to Provide Future Guidance.

In this Memo from Director Hanson, Legal Considerations were provided as well as three (3) possible actions the Council could take. The Council voted 4-0, to remand the applications back to the Commission for a public hearing in order to address the Council's reasons for denial.

After eight (8) months of coordination with Staff, ACHD and a Charter school, including an update to the TIS, and a major re-design of large portions of the site the applicant presents a new site plan which demonstrates the following under the direction of the Council:

- Removal of the PUD,
- Removal of the Development Agreement,
- Removal of the Special Use Permit,
- Removal of the High-Density Zoning,
- A significant reduction of housing units (a loss of 101 Units),
- Removal of attached housing options for single family housing only,
- Addition of a centrally located Charter School on a 4-acre lot and sharing a 5-acre City Park,
- Additional pathways and internal pedestrian walk-throughs provided,

The applicant now proposes a Rezone of approx. 132.50 acres and proposes to apply the C-1 (2.08 ac.), the R-4 (62.58 ac.) and R-6 (70.06 ac.) Zones, with a request for a Preliminary Plat in order to subdivide the subject site into 1 commercial lot, 514 Residential Lots, 103 Common Lots and 20 Common Driveways, with a proposed gross density of +/- 3.89 Dwelling Units an Acre (DUA) and a Net Density proposed at 5.01 DUA. This proposal includes a ready-to-go four-acre (4 ac.) Lot for a charter school.

Approximately 38 acres of this proposal was approved as part of the larger Local Improvement District (LID) annexation in May 2006. The balance of the property was annexed into the City in July 2006 and April 2007.

Staff recommends the applicant be conditioned to provide Code compliant pedestrian pathways in between lots as shown on the Preliminary Plat submitted. Staff notes KCC calls for eight foot (8') sidewalks on classified roads to be within the Rights-of-Way (ROW) and staff recommends the applicant be conditioned to provide a Preliminary Plat demonstrating code compliant sidewalks on classified roads with the sidewalks inside the Rights-of-Way.

The Applicant proposes approx. 15.94 % or 21.08 acres of useable open space. The Kuna Pathways Master Plan indicates a bike path for this site on proposed Shayla Ave. and Wingover Way. The Master Pathways Map also indicates a path along the Ridenbaugh Highline Canal. The Pathway shall be paved and a minimum of 9 feet wide for areas not adjacent to a local road with sidewalk.

On August 12, 2025, the Planning and Zoning Commission voted to recommend approval of this Case to the City Council to include the recommended conditions of approval.

Recommended Conditions of Approval

1. Buffers, curb, gutter and sidewalk (attached and detached) shall be installed in accordance with *KCC 5-10-13-B-1-b.*
2. Developer/Owner/Applicant shall work with Ada County Highway District and the City of Kuna to complete all required traffic improvements to the surrounding roadways and intersections as detailed in the Ada County Highway District staff report.
3. Developer/Owner/Applicant shall install a sign at the terminus of the proposed stub street stating; "this road will continue in the future". Developer/Owner/Applicant shall obtain proper language from Ada County Highway District.
4. Developer shall place a Contractors Sign at the entry of the subdivision.
5. Developer/Owner/Applicant shall measure all front building setbacks from back of sidewalk on all internal local roads.
6. Developer/Owner/Applicant shall ensure the proper easement widths on all lots in accordance with *KCC 5-8-1117-D-6.*
7. It is the responsibility of the Developer to ensure any anticipated buildings fit any given buildable lot in accordance with *KCC 5-8-503.*
8. Fencing within and around the site shall comply with *KCC 5-8-905* (unless specifically approved otherwise and permitted).
9. All required landscaping shall be permanently maintained in a healthy growing condition. The property Owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting in public Rights-of-Way shall be with approval from ACHD.
10. 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.
11. The Landscape Plan and Preliminary Plat as submitted will be considered binding site plans as amended and/or approved.
12. 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 5-8-901-B*.
13. 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.
14. Developer/Owner/Applicant is hereby notified that this project is subject to Design Review inspection fees. Required inspections (post construction), are to verify building and landscaping compliance prior to requesting signature on the final plat.
15. 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*.
16. Compliance with *I.C. §31-3805* is required. Delivery of water shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.

17. When required, submit a petition to the City (as necessary, confirmed with the City Engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation System of the City (KMIS).
18. Connection to City Services (Sewer, Water, Pressurized Irrigation) is required. The Applicant shall conform to all corresponding City of Kuna Master Plans.
19. The Developer/Owner/Applicant shall be required to participate, as determined by the City Engineer, in the development of additional Lift Station capacity, and or a Water Booster Station as necessary.
20. The Developer/Owner/Applicant shall not submit an application for Final Plat until the City's Public Works Director issues a Will-Serve Letter stating the City's appurtenance has capacity to service the proposed development with domestic water, and accept the wastewater discharged from the proposed development.
21. In the event a Will-Serve Letter is not issued within the time the Applicant is required to record a Final Plat, the Applicant shall have good cause and be eligible to receive, pursuant to *KCC 5-9-203-J*, a Time Extension to file a Final Plat up to and until a Will-Serve Letter has been issued.
22. 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.
23. In accordance with *R90-2022*, once the Danskin Sewer Force Main is completed, 40 Equivalent Dwelling Units (EDU's) may be issued on a Phase-by-Phase basis.
24. The Developer/Owner/Applicant shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
    A. The City Engineer shall approve all sewer connections.
    B. The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the Applicant has received an approved drainage plan.
    C. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties".
    D. The Kuna Rural Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by the Fire District are required.
    E. The Kuna Municipal Irrigation System and Boise Project Board of Control shall approve any modifications to the existing irrigation system.
    F. Approval from Ada County Highway District (ACHD) shall be obtained, and Impact Fees must be paid prior to issuance of any building permit(s). Please consult staff if there are questions about the process.
    G. All public rights-of-way shall be dedicated and constructed to the standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.

25. 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.
26. 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.
27. Developer/Owner/Applicant is hereby notified of Kuna's weed control policies and requirements *KCC 8-1-3.* Weeds, grasses, vines or other growth which endanger property or are over twelve (12) inches in height shall be continuously cut down, weeded out, sprayed, burned, removed or destroyed throughout all seasons.
28. Applicant is conditioned to provide sidewalks entirely within the Rights-of-Way, compliant with Kuna City Code.
29. Applicant is conditioned to work with the City Engineer for proper easement widths for the project as a whole.
30. Applicant is conditioned to submit a Landscape plan with aa plant detail reflecting the required changes for staffs approval and be compliant with Kuna City Code.
31. Developer/Owner/Applicant and all successors shall comply with all Local, State and Federal Laws.

Gallica Heights Estates Subdivision
Vicinity Map

CENTURION | B&A ENGINEERS, INC.
Consulting Engineers, Land Surveyors, Planners
5505 W Franklin Road | Boise, ID 83705
208.343.3381 | www.centengr.com

NORTH
NOT TO SCALE

March 4, 2025

Mr. Doug Hanson
Planning & Zoning Department
City of Kuna
751 West 4th Street
Kuna, Idaho 83634

RE: ***UPDATED*** **Gallica Heights** – Zoning, Preliminary Plat, and Design Review Applications

Dear Mayor, City Councilmembers, Planning & Zoning Commissioners, and City Staff:

On behalf of Thistle Farm LLC and Daniel and Kimberly Van Grouw, we are pleased to present a reimagined Gallica Heights, a mixed-use residential and commercial community located on the southeast corner of Black Cat Road and Columbia Road. This 132-acre upscale mixed-use development is adjacent to future single-family residential subdivisions and commercial uses.

Updated Site Plan.

After our public hearings before City Council and the Planning & Zoning Commission, we reimagined Gallica Heights as a larger lot subdivision, which features enhanced walkability and pedestrian connectivity throughout and to current and future subdivisions and services in the area; desired amenities for residents include a new public park with pickleball courts, tennis courts, basketball courts, a playground and a large soccer/lacrosse/football field, and a conveniently located commercial area on the corner of Black Cat and Columbia Roads. We have eliminated the attached single-family homes zoned R-8 and R-12, and have replaced them with R-4 and R-6 zoned detached single family homes. We have also been in discussions with a charter school and have a large school lot dedicated for this use on the site.

Updated applications for this project include a rezone to R-4, R-6 and C-1; a Preliminary Plat; and Design Review for subdivision landscaping. Because the updated plan does not require a PUD, we are withdrawing that application.

The R-4 section of Gallica Heights features 182 residential lots, with a gross residential density of 3.01 units per acre and a net residential density of 4.0 units per acre. The R-6 section of Gallica Heights includes 332 residential lots, with a gross residential density of 4.74 units per acre and a net residential density of 5.99 units per acre.

The commercial portion on the hard corner includes 1 lot on 1.75 acres. The charter school lot is located adjacent to a public park and is 4 acres. The public park is 5 acres. The

proximity of the school and the park to one another allow each use to seamlessly integrate with the other.

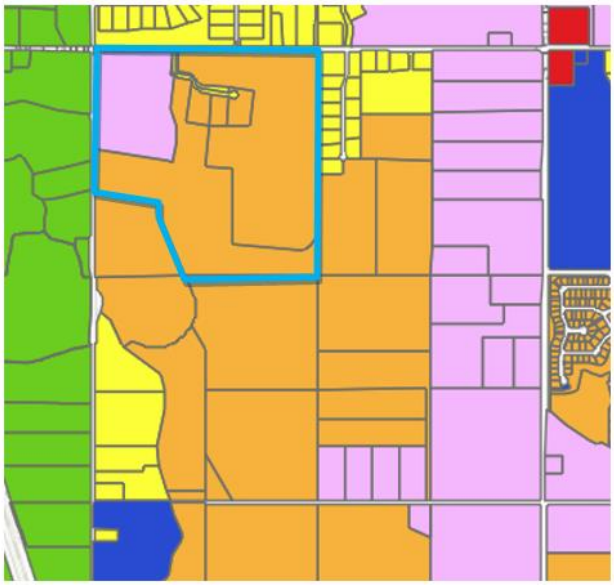
Site Information.

The property is approximately 132.26 acres of agricultural ground identified as Ada County parcel numbers S1310223100, S1310233700, and S1310233610 (collectively, the "**Property**"). The Property is located directly east of Black Cat Road and south of Columbia Road. The site is currently zoned Agricultural, annexed into the City of Kuna and is designated Mixed Use on the Future Land Use Planning Map ("**FLUM**").

Gallica Heights is compatible with the existing and planned land uses surrounding the property *(clockwise from top):*

Zoning

Future Land Use



- North: Columbia Road; and single family homes zoned Rural Residential (RR) in Ada County and single family homes zoned R-1 within the City of Kuna; designated Low Density Residential on Kuna's FLUM;
- East: Single family homes zoned RR in Ada County and designated as Low Density Residential on Kuna's FLUM; and undeveloped property within the City of Kuna zoned Agricultural and designated as Medium Density Residential on Kuna's FLUM;
- South: Sabino's Rocky Ridge, a recently approved subdivision in the City of Kuna zoned Medium Density Residential (R-4) and designated Medium Density Residential on Kuna's FLUM; and undeveloped property zoned RR in Ada County and designated as Low Density Residential on Kuna's FLUM;
- South-west corner: One residential home, zoned Agricultural within the City of Kuna and designated as Mixed-Use on Kuna's FLUM.

- West: Black Cat Road; undeveloped property zoned RR in Ada County and designated Low Density Residential on Kuna's FLUM.
- Balivi Lane (inholding): Zoned Rural Residential within Ada County and designated Mixed Use on Kuna's FLUM; contains three residential homes.

Compliance with Comprehensive Plan.

Gallica Heights aligns with the intent of *Envision Kuna* (Kuna's comprehensive plan) by complementing surrounding development and providing residential, commercial and educational opportunities in this part of Kuna. In alignment with *Goal Area 3* our intent is to develop a distinct and well-designed community with residential opportunities adjacent to a complementary commercial area to provide essential services as well as employment opportunities for the surrounding area. Our proposed zoning designations and enclosed development plan support the intent of the land use designations and the Comprehensive Plan.

Objective 3.C.2 supports the creation of neighborhood-serving mixed-use centers that incorporate commercial activities. In accord with that objective, Gallica Heights proposes a mixture of residential lot sizes, commercial lots and open space, all of which will contribute to a strong community and available commercial opportunities in this area. Gallica Heights further supports *Objective 3.D.1*, which encourages the development of housing options for all citizens.

Policy 3.D.2.b. encourages the development of neighborhood-serving mixed-use and commercial activity centers that allow residents to play, shop, eat and interact with neighbors without leaving their neighborhood. The connectively through the residential portions of Gallica Heights allow residents to easily access the commercial development located on the north-west corner of the Property.

Goals 4.B and *4.C* focus on increasing walkability and connectivity throughout the community. In accord with *Objective 4.B.2*, Gallica Heights provides expanded sidewalks and pedestrian facilities throughout the development. It furthers *Objective 4.C.2* by incorporating expanding pathways and trails throughout the neighborhood and increasing connectivity to the surrounding properties as they develop. Closely related, Gallica Heights provides a gravel pathway along the Ridenbaugh Canal as depicted on the Pathways Master Plan, furthering the creation of neighborhood connections in accord with *Policy 4.C.2.b.*

Objective 5.A.1 focuses on providing school facilities to meet increasing populations demands; *Policy 5.A.1.b* specifically encourages working with charter schools to address future program and facility needs. Gallica Heights furthers this policy and objective by providing a 4-acre school site that meets the development needs of a local charter school.

Goal 4.D promotes a connected street network that incorporates mid-mile collectors and crossings for improved neighborhood connectivity. Gallica Heights proposes Shayla Avenue, a mid-mile collector on its eastern boundary, which will provide the primary entrance to Gallica Heights and enhanced connectivity as this area of Kuna continues to grow and develop. Gallica Heights also includes the construction of West Wing Over Way, a mid-mile collector on its southern border.

Zoning Application.

We propose to zone the property to the R-4 (Medium Density Residential), R-6 (Medium Density Residential), and C-1 (Neighborhood Commercial District) zoning districts to accommodate a mix of single-family detached and commercial uses.

The R-4 district will encompass 182 lots and approximately 60.4 acres, the R-6 district will include 332 lots and approximately 70 acres, and the C-1 zone will be comprised of 1 lot and approximately 1.75 acres.

The C-1 district will allow neighborhood commercial uses that are complementary to the residential area and provide necessary services and employment opportunities to future and existing residents, consistent with the comprehensive plan. The commercial lots will provide easy and efficient access to services, ideally situated with frontage on both Black Cat and Columbia Roads.

The medium density residential is encouraged and necessary to support the commercial center on the corner. The R-4 and R-6 zoning districts provide a strong detached family residential neighborhood.

Gallica Heights meets the future land use designation for this property of Mixed Use. We are presenting a mix of housing lot sizes while the neighborhood commercial portion of the project will support the residential component of the project while also providing services to the area.

Preliminary Plat Application.

The Gallica Heights preliminary plat encompasses approximately 132.26 acres. Residential lot sizes range from approximately 4,000 square feet to 11,350 square feet to provide a variety of housing types within the development, consistent with the comprehensive plan.

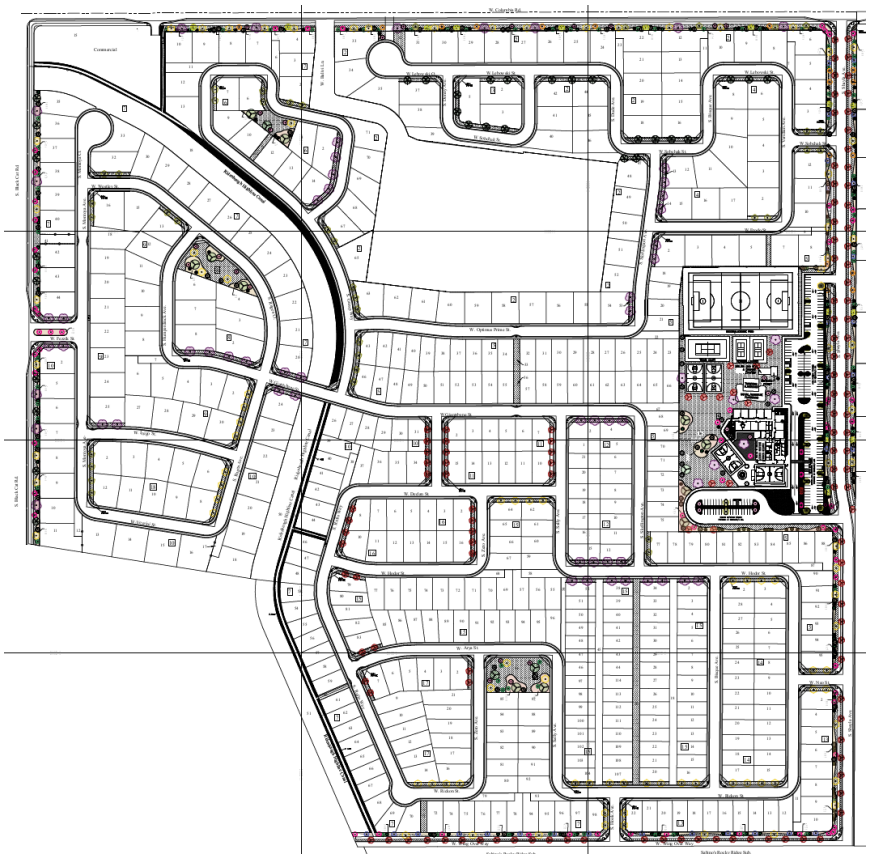
The largest single-family lots are located in the north and west to ensure compatibility with the existing residential homes zoned R-R in Ada County. Large lot sizes abut the residential properties located on Balivi Lane, which is a small interior enclave of three homes. The smaller R-6 lots are located towards the interior of the development and to the south and east.

The commercial lot, comprised of approximately 1.75 acres will provide an opportunity for neighborhood commercial uses to serve existing and future residences.

Access and Connectivity

The primary entrance road for the detached single-family lots will be S. Shayla Road, a full access point, mid-mile collector via Columbia Road to the north proposed in alignment with and connecting to a future mid-mile collector road to the south. S. Shayla Road will extend south along the eastern border of the development and with the completion of Ewing Meadows Subdivision and Sabinos Rocky Ridge Subdivision, Shayla Road will extend from Columbia Road to Deer Flat Road. Neo Street

and Sobchak Street, local east-west roads, will intersect with S. Shalya Road and then intersect with internal local roads that will provide access throughout the development. The public charter school and public park will be accessed from S. Shayla Ave. Local streets are proposed throughout the subdivision and will be improved to the City of Kuna and ACHD's standards.



The primary entrance for the west portion of the development will be W. Fezzik Street, a full access point via Black Cat. The east and west portions of Gallica Heights are connected via W. Giantsbane Street, a local road that crosses the Ridenbaugh Highline canal.

A new mid-mile collector road, W. Wing Over Way, will also be constructed on the southern edge of the development. One local street is proposed to connect to W. Wing Over Way. S. Shayla Road will also intersect with this new collector. This development provides the necessary connections to the east and south when those properties develop and will aid in increasing the safety and efficiency of pedestrian and vehicular traffic in the area.

We propose access into the commercial portion of the development from Columbia. The commercial use element of this neighborhood creates trip capture and increases the quality of life for all area residents. We have eliminated all permanent access from Columbia Rd with the exception of the access to the commercial lot.

A traffic impact study (TIS) has been approved by ACHD.

Walkability

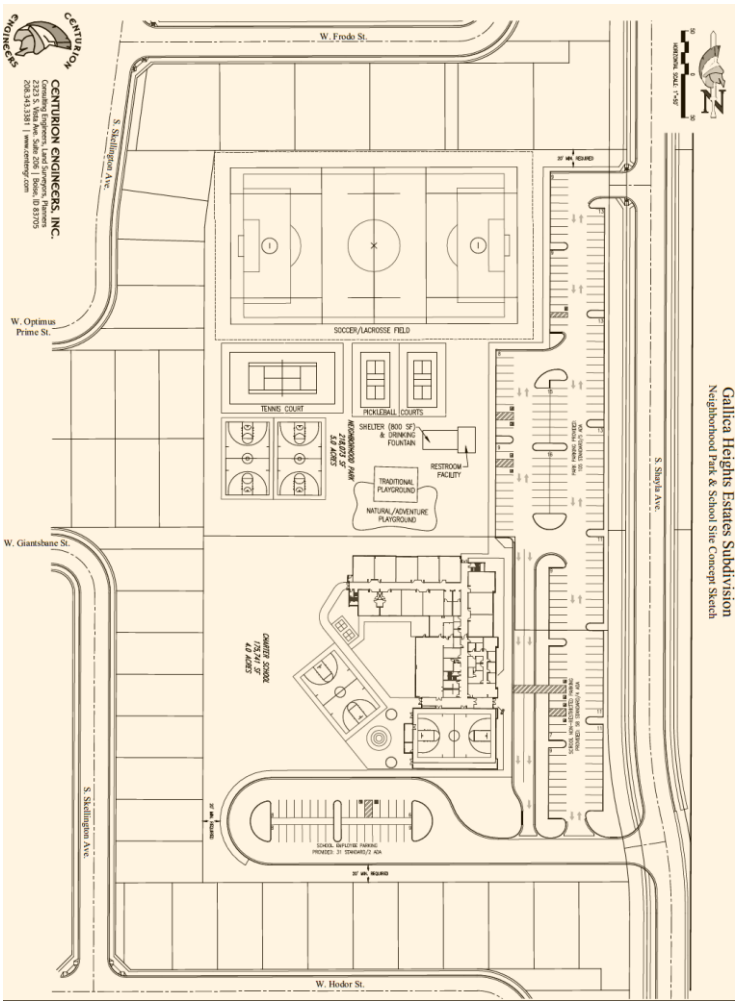
Gallica Heights includes multiple pedestrian connections and pathways within the community to enhance walkability for residents. A multi-use pathway will be constructed adjacent to the Ridenbaugh Highline Canal. Connections are proposed throughout to adjacent commercial uses and single-family homes, and amenities within the community and to adjacent neighborhoods. Gallica Heights offers the opportunity to connect to future neighborhoods to the south and east with pedestrian walkways. Pedestrian connections will enhance walkability in the entire area and will contribute toward fulfilling Kuna Comprehensive Plan *Goal 4.B* by increasing sidewalk coverage and connectivity.

Services

Sewer is available to the Property through an extension from Sabino's Rocky Ridge subdivision to the south.

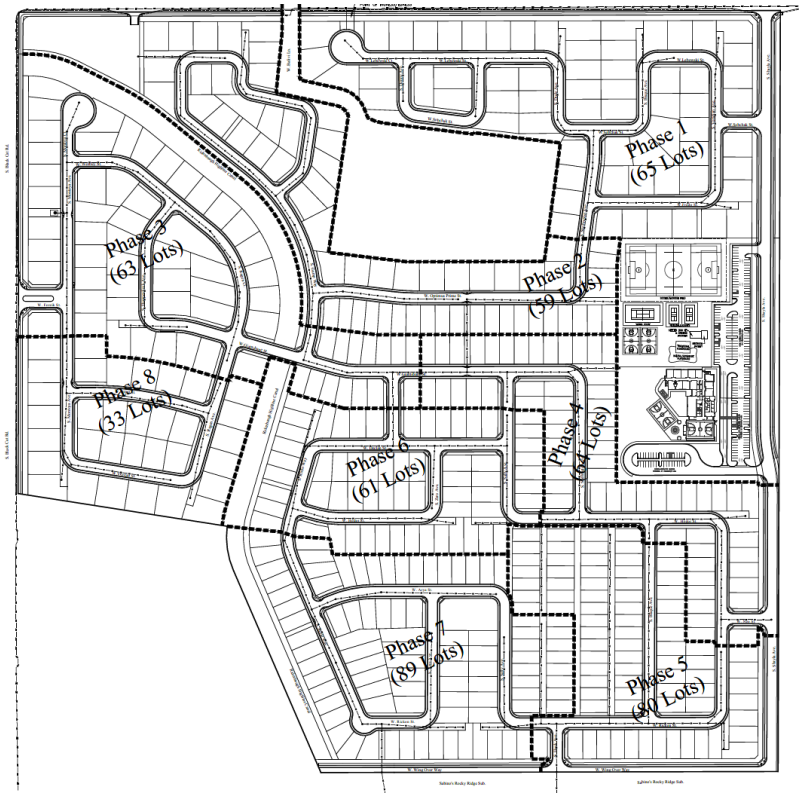
The development is located within the Kuna School District and is served by Silver Trail Elementary School, Kuna Middle School and Kuna High School. We have been working closely with a local charter school, and propose dedicating a 4 acre public charter school lot. The school anticipates that 574 students will attend the school, alleviating pressure on the Kuna School District.

Neither the Kuna Fire District nor the Kuna City Police Department had concerns with the preliminary plat in our pre-application meetings.



Project Phasing

Gallica Heights is proposed to be constructed in 8 phases, as depicted on the phasing exhibit, to the right. The first phase will include the construction of 59 single family homes in the R-4 district, the City park and charter school site. The timing of subsequent phases will be market-driven.



Amenities and Open Space

Overall, Gallica Heights includes 21.06 acres of qualified open space, which equals almost 16% of the site.

Open space has been included within the subdivision to serve as a gathering place for residents, with a community center, pickleball courts, a tennis court, basketball courts, a playground, a soccer/lacrosse field, and landscaped areas. There is also a pocket park located west of the Ridenbaugh Highline Canal. Pedestrian walkways are located throughout the development to allow for integration of uses, interconnectivity and pedestrian access to the commercial areas and all amenities. The

pathways, including a walkway along the entire canal length, also provide an active amenity for residents who can safely walk around the entire neighborhood.

Design Review Application.

Included with this submittal package is the design review application for the common area landscaping within the subdivision. Proposed landscaping will consist of a combination of trees, shrubs, and other landscape materials consistent with City standards, which are detailed on the attached landscape plans.

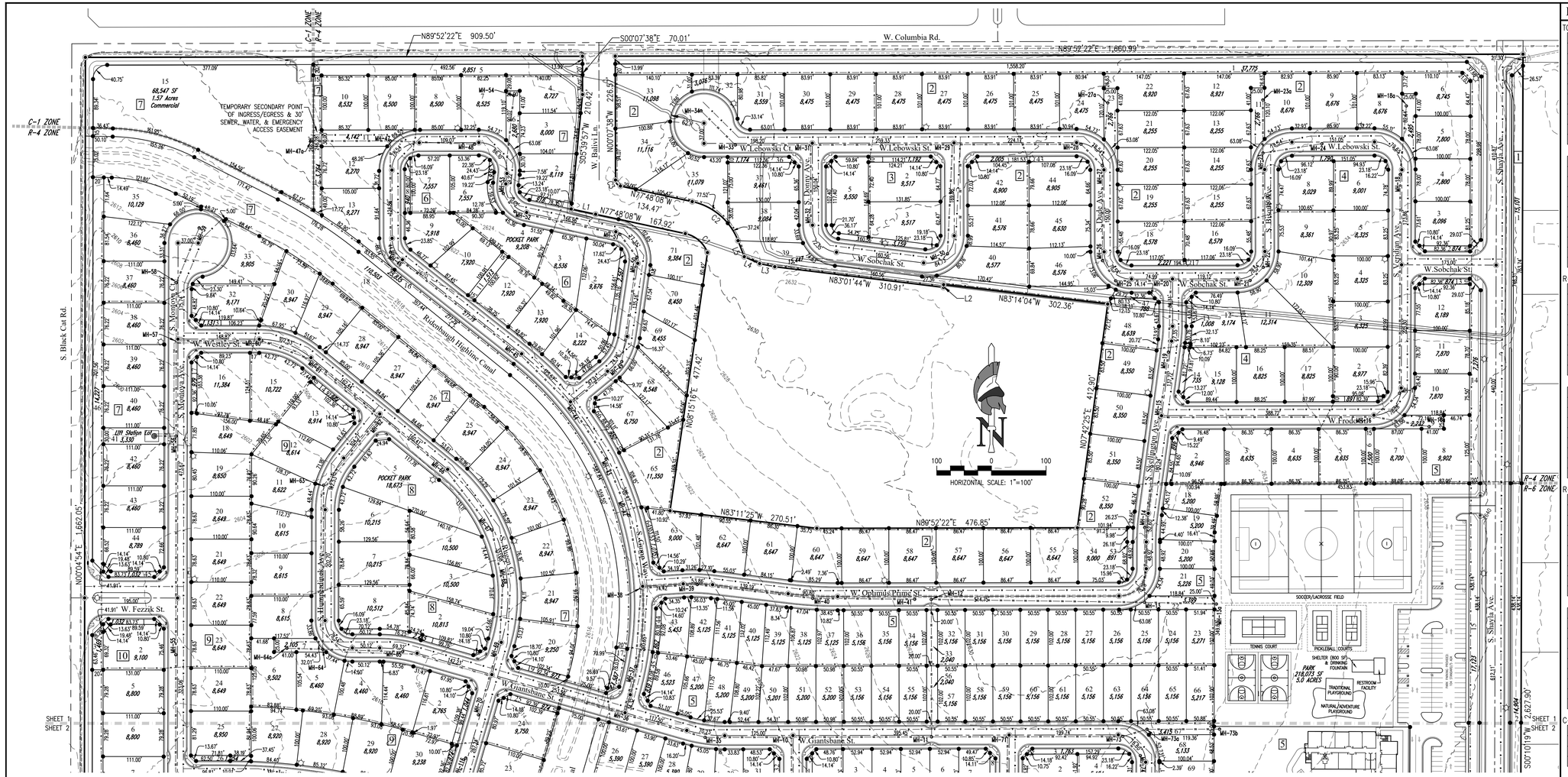
Conclusion.

We are excited to bring Gallica Heights to the City of Kuna. This mixed use community will complement surrounding uses, fulfill comprehensive plan goals, and provide needed housing and employment opportunities in this area of Kuna. The community design and mix of uses will allow residents to play, shop, eat and interact with neighbors without leaving their neighborhood.

Gallica Heights supports the City's vision for growth and will be an asset to the community. Should you have questions or require further information in order to process this application, please feel free to contact me.

Sincerely,

Tim Eck



Land Use Calculations

TOTAL COMBINED AREAS

DESCRIPTION	AREA (ACRES)	PERCENTAGE
OVERALL AREA	132.26	100%
RESIDENTIAL LOTS	75.84	57.34%
OPEN SPACE (UNIMPROVED) LOTS	21.08	15.94%*
INTERIOR LANDSCAPED BUFFER LOTS	*1.80*	*1.37%*
PATHWAY/PARK LOTS	*13.39*	*10.12%*
COMMON DRIVE LOTS	*1.85*	*1.40%*
CHARTER SCHOOL LOT	*4.04*	*3.05%*
COLLECTOR LANDSCAPED BUFFER LOTS	4.02	3.04%
COMMERCIAL LOTS	1.57	1.19%
RIGHT-OF-WAY	29.75	22.49%

*REQUIRED OPEN SPACE FOR 500–550 LOTS = 12.0%

RESIDENTIAL BUILDABLE LOTS	514
NON-BUILDABLE LOTS	123
INTERIOR LANDSCAPED BUFFER LOTS	*67*
COLLECTOR LANDSCAPED BUFFER LOTS	*12*
PATHWAY/PARK LOTS	*24*
COMMON DRIVE LOTS	*20*
CHARTER SCHOOL LOT	1
COMMERCIAL LOTS	1
GROSS RESIDENTIAL DENSITY	3.89 u/Ac
NET RESIDENTIAL DENSITY	5.01 u/Ac

R-4 SECTION

DESCRIPTION	AREA (ACRES)	PERCENTAGE
OVERALL AREA	60.46	100%
RESIDENTIAL LOTS	37.34	61.76%
OPEN SPACE (UNIMPROVED) LOTS	5.96	9.86*
INTERIOR LANDSCAPED BUFFER LOTS	*0.96*	*1.59%*
PATHWAY/PARK LOTS	*4.46*	*7.38%*
COMMON DRIVE LOTS	*0.54*	*0.89%*
COLLECTOR LANDSCAPED BUFFER LOTS	2.22	3.67%
RIGHT-OF-WAY	14.94	24.71%

*REQUIRED OPEN SPACE FOR 151–200 LOTS = 8.5%

RESIDENTIAL BUILDABLE LOTS	182
NON-BUILDABLE LOTS	60
INTERIOR LANDSCAPED BUFFER LOTS	*33*
COLLECTOR LANDSCAPED BUFFER LOTS	*7*
PATHWAY/PARK LOTS	*11*
COMMON DRIVE LOTS	*9*
GROSS RESIDENTIAL DENSITY	3.01 u/Ac
NET RESIDENTIAL DENSITY	4.00 u/Ac

R-6 SECTION

DESCRIPTION	AREA (ACRES)	PERCENTAGE
OVERALL AREA	70.05	100%
RESIDENTIAL LOTS	38.50	54.96%
OPEN SPACE (UNIMPROVED) LOTS	15.12	21.58%*
INTERIOR LANDSCAPED BUFFER LOTS	*0.84*	*1.20%*
PATHWAY/PARK LOTS	*8.92*	*12.74%*
COMMON DRIVE LOTS	*1.32*	*1.88%*
CHARTER SCHOOL LOT	*4.04*	*5.76%*
COLLECTOR LANDSCAPED BUFFER LOTS	1.80	2.57%
RIGHT-OF-WAY	14.63	20.89%

*REQUIRED OPEN SPACE FOR 300–350 LOTS = 10.0%

RESIDENTIAL BUILDABLE LOTS	332
NON-BUILDABLE LOTS	63
INTERIOR LANDSCAPED BUFFER LOTS	*34*
COLLECTOR LANDSCAPED BUFFER LOTS	*5*
PATHWAY/PARK LOTS	*13*
COMMON DRIVE LOTS	*11*
CHARTER SCHOOL LOT	1
GROSS RESIDENTIAL DENSITY	4.74 u/Ac
NET RESIDENTIAL DENSITY	5.99 u/Ac

C-1 SECTION

DESCRIPTION	AREA (ACRES)	PERCENTAGE
OVERALL AREA	1.75	100%
COMMERCIAL LOT	1.57	90.02%
RIGHT-OF-WAY	0.18	9.98%

Vicinity Map

Notes

1. THERE ARE NO POTENTIALLY HAZARDOUS AREAS.
2. THERE ARE NO STREAMS, PONDS, LAKES, OR WETLANDS ON THIS PROPERTY.
3. THERE ARE NO NATURAL DRAINAGE SWALES ON THIS PROPERTY.
4. THERE ARE NO PERMANENT AND/OR SEASONAL HIGH GROUNDWATER AREAS ON THIS PROPERTY.
5. THIS PROPERTY IS NOT IN A FLOOD PLAIN AREA.
6. THERE ARE NO IDENTIFIED UNSTABLE ROCK FORMATIONS OR LANDSLIDE AREAS ON THIS PROPERTY.
7. THERE ARE AREAS ANTICIPATED TO HAVE SHALLOW BEDROCK.
8. THIS PROPERTY IS NOT IN AN AQUIFER RECHARGE AREA.
9. NO UNSTABLE SOILS SUSCEPTIBLE TO EROSION EXISTING ON THIS PROPERTY. ALL AREAS ARE SUITABLE FOR DEVELOPMENT.
10. SANITARY SEWER SERVICE IS TO BE PROVIDED BY THE CITY OF KUNA
11. POTABLE WATER IS TO BE PROVIDED BY THE CITY OF KUNA.
12. PROPERTY LIES WITHIN THE BOISE KUNA IRRIGATION DISTRICT.
13. PROPERTY LIES WITHIN THE KUNA RURAL FIRE DISTRICT.
14. EXISTING IRRIGATION FACILITIES TO BE CONTINUED TO THEIR HISTORIC DISCHARGE POINTS.
15. THESE PROPERTIES ARE CURRENTLY ZONED A, A REZONE TO R-6 IS PROPOSED.
16. EXISTING USE: AGRICULTURAL.
17. CONTOUR INTERVAL: 2 FOOT DATUM: NAVD 88
18. COMMON AREAS SHOWN HEREON SHALL BE MAINTAINED BY THE HOMEOWNERS' ASSOCIATION.
19. THIS DEVELOPMENT ANTICIPATES USING SUBSURFACE STORM WATER DISPOSAL OF STORM WATER GENERATED FROM THE LOCAL ROAD SYSTEM.
20. PUBLIC UTILITIES ARE TO BE PROVIDED FROM THE PUBLIC UTILITY PROVIDERS FROM JOINT TRENCH ADJACENT TO THE PUBLIC ROADS. SPECIFIC DESIGN CRITERIA WILL BE MET DURING THE CONSTRUCTION APPROVAL PHASE OF THIS DEVELOPMENT.
21. THIS PARCEL LIES WITHIN THE "ZONE X" FLOODWAY PER FEMA MAP #16001C0250J, DATED OCTOBER 2, 2003.
22. POTABLE WATER, SANITARY SEWER AND PRESSURE IRRIGATION ARE AVAILABLE TO THIS SITE WITH THE EXTENSION OF SERVICES FROM MAINLINES AS REQUIRED.
23. ALL STORM WATER GENERATED BY THIS DEVELOPMENT WILL BE RETAINED ON SITE AND/OR BY ACCEPTED STORM WATER DISPOSAL METHODS.
24. MINIMUM BUILDING SETBACKS AND DIMENSIONAL STANDARDS WITHIN THIS SUBDIVISION SHALL COMPLY WITH THE APPLICABLE ZONING ORDINANCE AT THE TIME OF ISSUANCE OF THE BUILDING PERMITS.

Legend

- PROJECT / PROPERTY BOUNDARY
- LOT LINE
- SECTION LINE
- STREET CENTERLINE
- ADJOINING PROPERTY LINE
- EXISTING DITCH
- EXISTING FENCE
- EXISTING EDGE OF PAVEMENT
- PROPOSED 8" GRAVITY SANITARY SEWER MAIN LINE
- PROPOSED 6" PRESSURE SANITARY SEWER MAIN LINE
- EXISTING 8" WATER MAIN LINE
- PROPOSED 8" C-900 PVC WATER MAIN LINE
- PROPOSED PRESSURE IRRIGATION LINE
- CONSTRUCT CURB & GUTTER
- SHEET MATCH LINE
- ZONE DELINEATOR LINE
- @MH 79 — PROPOSED SANITARY SEWER MANHOLE & NUMBER
- FOUND BRASS CAP
- FOUND 1/2" PIN
- FOUND 5/8" PIN
- SET 1/2"x24" IRON PIN WITH PLASTIC CAP LABELED "B&A LS 4116"
- SET 5/8"x30" IRON PIN WITH PLASTIC CAP LABELED "B&A LS 4116"
- 5 — PROPOSED BLOCK NUMBER
- 24 — PROPOSED LOT NUMBER
- 5,143 — PROPOSED LOT AREA IN SQUARE FEET
- PROPOSED FIRE HYDRANT
- PROPOSED STREET LIGHT

Setback/Zoning Table

PROPOSED ZONE	R-4
MINIMUM LOT AREA	6,600 SF
FRONT YARD SETBACK	20 FEET
REAR YARD SETBACK	15 FEET
STREET SIDE YARD SETBACK	20 FEET
INTERIOR SIDE YARD SETBACK	5 FEET
MAXIMUM BUILDING HEIGHT	35 FEET
MINIMUM STREET FRONTAGE	66 FEET
MAXIMUM DENSITY	4.0/ACRE
EXISTING ZONE	A

PROPOSED ZONE	R-6
MINIMUM LOT AREA	4,500 SF
FRONT YARD SETBACK	20 FEET
REAR YARD SETBACK	15 FEET
STREET SIDE YARD SETBACK	20 FEET
INTERIOR SIDE YARD SETBACK	5 FEET
MAXIMUM BUILDING HEIGHT	35 FEET
MINIMUM STREET FRONTAGE	45 FEET
MAXIMUM DENSITY	6.0/ACRE
EXISTING ZONE	A

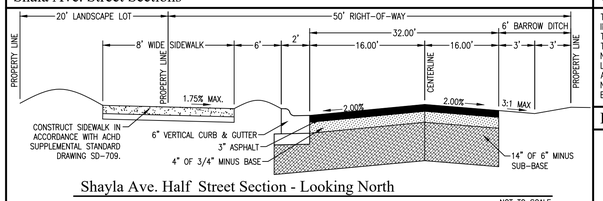
Curve Table

CURVE	DELTA	RADIUS	ARC	CHORD BEARING	CHORD DIST.
C1	56°33'25"	56.28'	55.55'	N49°31'59"W	53.33'
C2	56°32'51"	116.28'	114.76'	N49°31'46"W	110.16'
C3	77°41'20"	11.32'	15.35'	S38°57'56"E	14.20'
C4	31°16'23"	289.89'	158.23'	S8°11'12"E	156.27'

Line Table

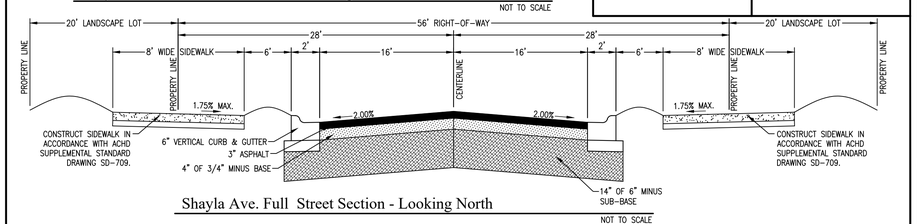
LINE	BEARING	DISTANCE
L1	S77°48'08"E	45.70'
L2	S2°46'25"W	5.00'
L3	N78°20'11"W	28.39'
L4	N65°43'00"W	30.75'
L5	N21°15'24"W	31.47'

Shala Ave. Street Sections



Shayla Ave. Half Street Section - Looking North

NOT TO SCALE



Shayla Ave. Full Street Section - Looking North

NOT TO SCALE

Underground Utility Note

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. DEVIATIONS MAY EXIST BETWEEN THE LOCATIONS SHOWN HEREON AND THEIR ACTUAL LOCATION(S).

Parcel Numbers

- S1310233610
- S1310233700
- S1310223100

Owner/Applicant

VIPER INVESTMENTS, LLC
1977 E. OVERLAND RD.
MERIDIAN, ID 83642

CENTURION ENGINEERS, INC.
Consulting Engineers, Land Surveyors, Planners
2323 S. Vista Ave. Ste. 206 | Boise, ID 83705
208.343.3381 | www.centeringr.com

THE AFFIXED STAMP INDICATES THAT THE SUBDIVISION BOUNDARY SHOWN HEREON WAS PREPARED FROM AN ACTUAL FIELD SURVEY, THE ORIGINAL SIGNED PRELIMINARY PLAT IS ON FILE AT CENTURION ENGINEERS, Inc.

Preliminary Plat

Gallica Heights Estates Subdivision

SITUATE IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO.

Revisions

REV.	DESCRIPTION	DATE
A	RESUBMITTAL (ONLY AFTER PAZ DENIAL OF SUBDIVISION APPLICATION	12-25-24 JJH
B	REDESIGN LAYOUT PER CLIENT DIRECTION	1-14-25 AJH

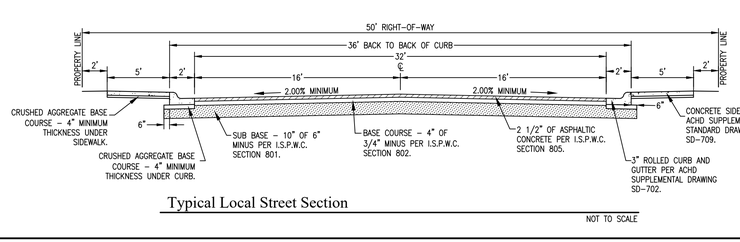
SCALE: 1" = 100'
DATE: OCTOBER 24, 2024
DRAWN BY: AJH
CHECKED BY: J.D. CANNING
PROJECT NO. E120
DRAWING FILE NAME: Gallica Heights Prelim(2024).dwg

SHEET NO: 1

Manhole Invert Table

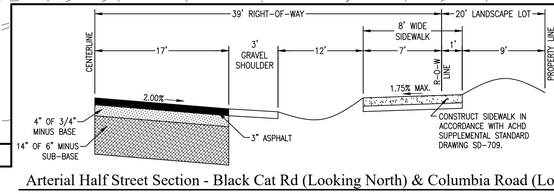
MH #	INVERTS	RIM & DEPTH
LIFT STATION	8" INV IN=2592.00 (E)	RIM=2599.02 DEPTH=7.02'
MH-1	10" INV IN=2603.95 (N)	RIM=2611.96 DEPTH=8.02'
MH-2	8" INV IN=2604.68 (E) 10" INV IN=2604.42 (W) 10" INV OUT=2604.42 (S)	RIM=2617.31 DEPTH=12.89'
MH-3	10" INV IN=2604.61 (NW) 10" INV OUT=2604.61 (E)	RIM=2616.79 DEPTH=12.18'
MH-4	10" INV IN=2605.28 (NW) 10" INV OUT=2605.28 (SE)	RIM=2619.58 DEPTH=14.30'
MH-5	8" INV IN=2606.03 (NE) 10" INV IN=2605.87 (N) 10" INV OUT=2605.87 (SE)	RIM=2619.50 DEPTH=13.63'
MH-6	10" INV IN=2606.61 (N) 10" INV OUT=2606.61 (S)	RIM=2618.21 DEPTH=11.60'
MH-7	8" INV IN=2607.10 (E) 10" INV IN=2606.94 (N) 10" INV OUT=2606.94 (S)	RIM=2617.93 DEPTH=10.99'
MH-8	8" INV IN=2607.75 (N) 10" INV IN=2607.59 (E) 10" INV OUT=2607.59 (S)	RIM=2617.56 DEPTH=9.97'
MH-8A	8" INV OUT=2610.25 (S)	RIM=2617.27 DEPTH=7.02'
MH-9	8" INV IN=2608.66 (E) 10" INV IN=2608.50 (N) 10" INV OUT=2608.50 (W)	RIM=2619.54 DEPTH=11.04'
MH-10	10" INV IN=2609.26 (W) 8" INV IN=2609.42 (E) 10" INV OUT=2609.26 (S)	RIM=2620.22 DEPTH=10.96'
MH-11	8" INV IN=2612.12 (E) 8" INV IN=2612.12 (N) 8" INV OUT=2612.02 (W)	RIM=2626.52 DEPTH=14.50'
MH-12	8" INV IN=2613.28 (E) 8" INV OUT=2613.18 (S)	RIM=2629.43 DEPTH=16.25'
MH-13	8" INV IN=2615.02 (N) 8" INV IN=2615.02 (E) 8" INV OUT=2614.92 (W)	RIM=2630.65 DEPTH=15.73'
MH-13A	8" INV OUT=2621.53 (W)	RIM=2631.55 DEPTH=10.01'
MH-14	8" INV IN=2615.67 (N) 8" INV OUT=2615.57 (S)	RIM=2632.03 DEPTH=16.46'
MH-15	8" INV IN=2616.60 (N) 8" INV IN=2616.60 (E) 8" INV OUT=2616.50 (S)	RIM=2633.02 DEPTH=16.52'
MH-16	8" INV IN=2623.30 (NE) 8" INV IN=2623.30 (E) 8" INV OUT=2623.20 (W)	RIM=2637.57 DEPTH=14.37'
MH-16A	8" INV OUT=2630.00 (W)	RIM=2638.93 DEPTH=8.93'
MH-17	8" INV IN=2623.72 (N) 8" INV OUT=2623.62 (SW)	RIM=2638.46 DEPTH=14.84'
MH-18	8" INV IN=2625.82 (N) 8" INV OUT=2625.72 (S)	RIM=2633.39 DEPTH=7.67'
MH-18A	8" INV OUT=2626.70 (S)	RIM=2632.72 DEPTH=6.02'
MH-19	8" INV IN=2617.19 (N) 8" INV OUT=2617.09 (S)	RIM=2633.84 DEPTH=16.75'
MH-20	8" INV IN=2617.84 (E) 8" INV IN=2617.84 (W) 8" INV OUT=2617.74 (S)	RIM=2632.82 DEPTH=15.08'
MH-21	8" INV IN=2621.52 (NE) 8" INV OUT=2621.42 (W)	RIM=2633.68 DEPTH=12.26'
MH-22	8" INV IN=2621.96 (N) 8" INV OUT=2621.86 (SW)	RIM=2633.58 DEPTH=11.72'
MH-23	8" INV IN=2624.15 (N) 8" INV IN=2624.15 (E) 8" INV OUT=2624.05 (S)	RIM=2634.96 DEPTH=10.91'
MH-23A	8" INV OUT=2624.75 (S)	RIM=2630.82 DEPTH=6.07'
MH-24	8" INV OUT=2625.00 (W)	RIM=2632.16 DEPTH=7.16'
MH-25	8" INV IN=2618.36 (NW) 8" INV OUT=2618.26 (E)	RIM=2632.50 DEPTH=14.24'
MH-26	8" INV IN=2618.65 (N) 8" INV OUT=2618.55 (SE)	RIM=2632.00 DEPTH=13.45'
MH-27	8" INV IN=2619.48 (N) 8" INV IN=2619.48 (NW) 8" INV OUT=2619.38 (S)	RIM=2630.85 DEPTH=11.47'
MH-27A	8" INV OUT=2622.35 (S)	RIM=2630.21 DEPTH=7.86'
MH-28	8" INV IN=2619.81 (W) 8" INV OUT=2619.71 (SE)	RIM=2630.42 DEPTH=10.71'
MH-29	8" INV IN=2620.90 (W) 8" INV IN=2620.90 (S) 8" INV OUT=2620.80 (E)	RIM=2629.62 DEPTH=8.82'
MH-30	8" INV OUT=2624.30 (N)	RIM=2631.34 DEPTH=7.04'
MH-31	8" INV IN=2622.09 (W) 8" INV IN=2622.09 (S) 8" INV OUT=2621.99 (E)	RIM=2629.64 DEPTH=7.65'
MH-32	8" INV OUT=2623.00 (N)	RIM=2629.03 DEPTH=6.03'
MH-33	8" INV IN=2622.88 (NW) 8" INV OUT=2622.78 (E)	RIM=2630.03 DEPTH=7.25'
MH-34	8" INV OUT=2623.63 (SE)	RIM=2630.39 DEPTH=6.75'
MH-35	10" INV IN=2609.73 (W) 10" INV OUT=2609.73 (E)	RIM=2617.72 DEPTH=7.99'
MH-36	10" INV IN=2610.20 (N) 10" INV OUT=2610.20 (E)	RIM=2616.24 DEPTH=6.04'
MH-37	10" INV IN=2610.47 (N) 10" INV OUT=2610.47 (S)	RIM=2616.69 DEPTH=6.22'
MH-38	8" INV IN=2611.06 (E) 8" INV IN=2611.06 (N) 10" INV OUT=2610.90 (S)	RIM=2617.76 DEPTH=6.86'
MH-39	8" INV IN=2612.40 (E) 8" INV OUT=2612.30 (W)	RIM=2619.42 DEPTH=7.12'
MH-40	8" INV IN=2616.97 (E) 8" INV OUT=2616.87 (W)	RIM=2623.87 DEPTH=7.00'
MH-41	8" INV OUT=2621.75 (W)	RIM=2628.84 DEPTH=7.09'
MH-42	8" INV IN=2611.70 (N) 8" INV OUT=2611.60 (S)	RIM=2618.64 DEPTH=7.05'
MH-43	8" INV IN=2612.24 (NW) 8" INV OUT=2612.14 (S)	RIM=2619.44 DEPTH=7.30'
MH-44	8" INV IN=2612.82 (NW) 8" INV IN=2612.82 (NE) 8" INV OUT=2612.72 (SE)	RIM=2622.74 DEPTH=10.03'
MH-45	8" INV IN=2613.43 (NW) 8" INV OUT=2613.33 (SE)	RIM=2619.51 DEPTH=6.18'
MH-46	8" INV IN=2614.77 (N) 8" INV OUT=2614.67 (SE)	RIM=2620.16 DEPTH=5.49'
MH-47	8" INV IN=2615.69 (W) 8" INV IN=2615.69 (E) 8" INV OUT=2615.59 (S)	RIM=2624.07 DEPTH=8.49'
MH-47A	8" INV OUT=2616.27 (E)	RIM=2621.32 DEPTH=5.05'
MH-48	8" INV OUT=2618.80 (W)	RIM=2625.82 DEPTH=7.02'
MH-49	8" INV IN=2615.70 (N) 8" INV OUT=2615.60 (SW)	RIM=2623.52 DEPTH=7.92'
MH-50	8" INV IN=2616.76 (NW) 8" INV OUT=2616.66 (S)	RIM=2628.29 DEPTH=11.63'
MH-51	8" INV IN=2617.12 (W) 8" INV OUT=2617.02 (SE)	RIM=2628.63 DEPTH=11.61'
MH-52	8" INV IN=2618.20 (NW) 8" INV OUT=2618.10 (E)	RIM=2625.11 DEPTH=7.01'
MH-53	8" INV IN=2618.50 (N) 8" INV OUT=2618.40 (SE)	RIM=2625.49 DEPTH=7.09'
MH-54	8" INV OUT=2620.00 (S)	RIM=2626.95 DEPTH=6.95'
MH-55	8" INV IN=2596.70 (S) 8" INV OUT=2596.60 (N)	RIM=2603.67 DEPTH=7.07'
MH-56	8" INV IN=2593.00 (S) 8" INV IN=2593.00 (N) 8" INV OUT=2592.90 (W)	RIM=2599.93 DEPTH=7.03'
MH-57	8" INV IN=2595.10 (N) 8" INV IN=2595.10 (E) 8" INV OUT=2595.00 (S)	RIM=2603.64 DEPTH=8.64'
MH-58	8" INV IN=2600.85 (NE) 8" INV OUT=2598.60 (S)	RIM=2607.79 DEPTH=9.20'
MH-59	8" INV OUT=2605.00 (SW)	RIM=2612.48 DEPTH=7.48'
MH-60	8" INV IN=2595.85 (E) 8" INV OUT=2595.75 (W)	RIM=2606.87 DEPTH=11.12'
MH-61	8" INV IN=2596.35 (SE) 8" INV OUT=2596.25 (W)	RIM=2608.03 DEPTH=11.78'
MH-62	8" INV IN=2597.12 (SW) 8" INV IN=2597.12 (SE) 8" INV OUT=2597.02 (NW)	RIM=2607.98 DEPTH=10.96'
MH-63	8" INV IN=2597.90 (S) 8" INV OUT=2597.80 (NE)	RIM=2604.23 DEPTH=6.43'
MH-64	8" INV IN=2601.41 (W) 8" INV IN=2601.41 (E) 8" INV OUT=2601.31 (N)	RIM=2608.93 DEPTH=7.62'
MH-64A	8" INV OUT=2601.80 (E)	RIM=2607.83 DEPTH=6.03'
MH-65	8" INV OUT=2604.35 (W)	RIM=2611.38 DEPTH=7.03'
MH-66	8" INV IN=2601.63 (SE) 8" INV OUT=2601.53 (NW)	RIM=2608.61 DEPTH=7.08'
MH-67	8" INV IN=2602.35 (S) 8" INV OUT=2602.25 (NW)	RIM=2609.25 DEPTH=7.00'
MH-68	8" INV OUT=2604.00 (N) 8" INV OUT=2604.10 (S)	RIM=2611.01 DEPTH=7.01'
MH-69	8" INV IN=2605.10 (S) 8" INV IN=2605.00 (N)	RIM=2612.81 DEPTH=7.81'
MH-70	8" INV OUT=2606.00 (N)	RIM=2613.00 DEPTH=7.00'
MH-71	8" INV IN=2613.54 (S) 8" INV IN=2613.54 (E) 8" INV OUT=2613.44 (W)	RIM=2627.48 DEPTH=14.04'
MH-72	8" INV OUT=2618.67 (N)	RIM=2627.68 DEPTH=9.01'
MH-73	8" INV IN=2614.50 (SE) 8" INV IN=2614.50 (E) 8" INV OUT=2614.40 (W)	RIM=2629.42 DEPTH=15.02'
MH-73A	8" INV IN=2616.60 (E) 8" INV OUT=2616.50 (W)	RIM=2629.74 DEPTH=13.24'
MH-73B	8" INV OUT=2623.24 (W)	RIM=2632.26 DEPTH=9.02'
MH-74	8" INV IN=2614.80 (S) 8" INV OUT=2614.70 (NW)	RIM=2630.22 DEPTH=15.52'
MH-75	8" INV IN=2615.88 (S) 8" INV OUT=2615.78 (N)	RIM=2628.96 DEPTH=13.18'
MH-76	8" INV IN=2617.10 (W) 8" INV OUT=2617.00 (N)	RIM=2627.56 DEPTH=10.52'
MH-77	8" INV IN=2617.72 (S) 8" INV OUT=2617.62 (E)	RIM=2626.02 DEPTH=8.40'
MH-77A	8" INV OUT=2619.60 (N)	RIM=2625.59 DEPTH=5.99'
MH-78	8" INV IN=2623.09 (E) 8" INV IN=2623.09 (S) 8" INV OUT=2622.99 (W)	RIM=2633.60 DEPTH=10.61'
MH-79	8" INV OUT=2624.58 (N)	RIM=2631.58 DEPTH=7.00'
MH-80	8" INV IN=2624.04 (E) 8" INV IN=2624.04 (SE) 8" INV OUT=2623.94 (W)	RIM=2637.42 DEPTH=13.48'
MH-80A	8" INV OUT=2630.05 (W)	RIM=2639.22 DEPTH=9.17'
MH-81	8" INV OUT=2624.26 (NW) 8" INV OUT=2624.36 (S)	RIM=2637.13 DEPTH=12.87'
MH-82	8" INV IN=2625.68 (S) 8" INV IN=2625.68 (E) 8" INV OUT=2625.58 (N)	RIM=2636.03 DEPTH=10.45'
MH-83	8" INV OUT=2626.10 (N)	RIM=2632.15 DEPTH=6.05'
MH-84	8" INV OUT=2627.50 (W)	RIM=2634.80 DEPTH=7.30'
MH-85	10" INV IN=2609.10 (E) 10" INV IN=2609.10 (W) 10" INV OUT=2609.00 (S)	RIM=2621.32 DEPTH=12.32'
MH-86	8" INV IN=2610.38 (E) 8" INV IN=2610.38 (N) 10" INV OUT=2610.22 (W)	RIM=2622.00 DEPTH=11.78'
MH-87	8" INV IN=2618.63 (N) 8" INV OUT=2618.53 (S)	RIM=2627.22 DEPTH=8.69'
MH-87A	8" INV OUT=2622.15 (S)	RIM=2629.22 DEPTH=7.07'
MH-88	8" INV IN=2611.05 (N) 8" INV IN=2611.05 (E) 8" INV OUT=2610.95 (W)	RIM=2621.34 DEPTH=10.39'
MH-89	8" INV IN=2612.07 (E) 8" INV IN=2612.07 (NE) 8" INV OUT=2611.97 (W)	RIM=2621.54 DEPTH=9.57'
MH-89A	8" INV IN=2612.40 (S) 8" INV OUT=2612.30 (W)	RIM=2621.94 DEPTH=9.64'
MH-89B	8" INV IN=2612.95 (N)	RIM=2618.97 DEPTH=6.02'
MH-90	8" INV IN=2615.10 (N) 8" INV OUT=2615.00 (SW)	RIM=2623.13 DEPTH=8.13'
MH-91	8" INV IN=2624.10 (S)	RIM=2631.10 DEPTH=7.00'
MH-92	8" INV IN=2621.15 (N) 8" INV OUT=2621.05 (S)	RIM=2629.99 DEPTH=8.94'
MH-93	8" INV OUT=2624.00 (S)	RIM=2631.30 DEPTH=7.30'
MH-94	8" INV IN=2609.84 (W) 8" INV IN=2609.84 (N) 10" INV OUT=2609.68 (E)	RIM=2621.22 DEPTH=11.54'
MH-94A	8" INV OUT=2618.25 (S)	RIM=2625.31 DEPTH=7.06'
MH-95	8" INV IN=2610.10 (E) 8" INV OUT=2610.00 (W)	RIM=2618.85 DEPTH=8.85'
MH-96	8" INV IN=2614.10 (E) 8" INV OUT=2614.00 (W)	RIM=2621.47 DEPTH=7.47'
MH-96A	8" INV OUT=2615.00 (W)	RIM=2622.16 DEPTH=7.16'
MH-97	8" INV IN=2613.51 (S) 8" INV IN=2613.51 (E) 8" INV OUT=2613.41 (W)	RIM=2620.57 DEPTH=7.16'
MH-98	8" INV OUT=2614.83 (N)	RIM=2621.57 DEPTH=6.75'
MH-99	8" INV IN=2614.64 (S) 8" INV IN=2614.64 (N) 8" INV OUT=2614.54 (W)	RIM=2625.43 DEPTH=10.89'
MH-100	8" INV OUT=2618.49 (S)	RIM=2624.99 DEPTH=6.50'
MH-101	8" INV IN=2616.16 (W) 8" INV OUT=2616.06 (N)	RIM=2624.92 DEPTH=8.86'
MH-101A	8" INV OUT=2616.82 (E)	RIM=2622.82 DEPTH=6.00'
MH-102	8" INV IN=2608.98 (N) 8" INV IN=2608.98 (E) 8" INV OUT=2608.88 (W)	RIM=2618.45 DEPTH=9.57'
MH-102A	8" INV OUT=2611.81 (W)	RIM=2618.58 DEPTH=6.77'
MH-103	8" INV OUT=2615.50 (S)	RIM=2622.52 DEPTH=7.02'
MH-104	8" INV IN=2609.80 (E) 8" INV OUT=2609.70 (SW)	RIM=2620.33 DEPTH=10.63'
MH-105	8" INV IN=2612.50 (E) 8" INV OUT=2612.40 (W)	RIM=2621.50 DEPTH=9.10'
MH-106	8" INV OUT=2617.30 (W)	RIM=2624.34 DEPTH=7.04'
MH-107	8" INV IN=2611.00 (N) 8" INV IN=2611.00 (W) 8" INV OUT=2610.90 (E)	RIM=2619.82 DEPTH=8.92'
MH-107A	8" INV OUT=2612.00 (E)	RIM=2619.10 DEPTH=7.10'
MH-108	8" INV OUT=2617.10 (S)	RIM=2624.16 DEPTH=7.06'
MH-109	8" INV IN=2597.85 (E) 8" INV IN=2597.85 (S) 8" INV OUT=2597.75 (N)	RIM=2604.55 DEPTH=6.79'
MH-110	8" INV IN=2601.25 (SE) 8" INV IN=2601.25 (S) 8" INV OUT=2601.15 (N)	RIM=2608.16 DEPTH=7.01'
MH-110A	8" INV OUT=2603.00 (N)	RIM=2610.01 DEPTH=7.01'
MH-111	8" INV IN=2602.10 (E) 8" INV OUT=2602.00 (NW)	RIM=2609.23 DEPTH=7.23'
MH-112	8" INV OUT=2605.50 (W)	RIM=2612.57 DEPTH=7.07'
MH-113	8" INV IN=2599.29 (E) 8" INV OUT=2599.19 (W)	RIM=2605.69 DEPTH=6.50'
MH-114	8" INV IN=2604.24 (E) 8" INV OUT=2604.14 (W)	RIM=2610.64 DEPTH=6.50'
MH-115	8" INV IN=2605.38 (S) 8" INV IN=2605.38 (N) 8" INV OUT=2605.28 (W)	RIM=2612.29 DEPTH=7.01'
MH-115A	8" INV OUT=2607.45 (N)	RIM=2613.96 DEPTH=6.51'
MH-116	8" INV OUT=2606.10 (S)	RIM=2612.60 DEPTH=6.50'
MH A	10" INV IN=2600.73 (E) 10" INV OUT=2600.63 (W)	RIM=2610.36 DEPTH=9.73'
MH B	10" INV IN=2601.69 (E) 10" INV OUT=2601.59 (W)	RIM=2611.00 DEPTH=9.41'
MH C	10" INV IN=2602.50 (N) 10" INV OUT=2602.40 (W)	RIM=2613.00 DEPTH=10.60'
MH D	10" INV IN=2603.16 (N) 10" INV OUT=2603.06 (S)	RIM=2617.05 DEPTH=13.99'

Roadway Cross-Sections



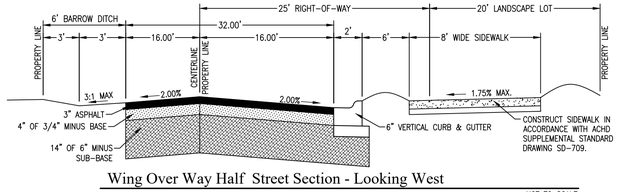
Typical Local Street Section

NOT TO SCALE



Arterial Half Street Section - Black Cat Rd (Looking North) & Columbia Road (Looking East)

NOT TO SCALE



Wing Over Way Half Street Section - Looking West

NOT TO SCALE

CENTURION ENGINEERS, INC.
Consulting Engineers, Land Surveyors, Planners
2323 S. Vista Ave. Ste. 206 | Boise, ID 83705
208.343.3381 | www.centenigr.com

THE AFFIXED STAMP INDICATES THAT THE SUBDIVISION BOUNDARY SHOWN HEREON WAS MADE BY ME OR UNDER MY ACTUAL FIELD SURVEY, THE ORIGINAL SIGNED PRELIMINARY PLAT IS ON FILE AT CENTURION ENGINEERS, INC.

Preliminary Plat

Gallica Heights Estates Subdivision

SITUATE IN THE NORTHWEST QUARTER OF SECTION 10, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, CITY OF KUNA, ADA COUNTY, IDAHO.

Revisions

REV	DESCRIPTION	DATE
A	REDESIGN LAYOUT AFTER PAZ DENIAL OF SUBDIVISION APPLICATION	1-25-24 JLH
B	REDESIGN LAYOUT PER CLIENT DIRECTION	1-14-25 JLH

SCALE: 1" = 100'
DATE: OCTOBER 24, 2024
DRAWN BY: JLH
CHECKED BY: J.D. CANNING
PROJECT NO. E120
DRAWING FILE NAME: Gallica Heights Prelim2024.dwg

SHEET NO: 2

S. Black Cat Rd.
S. Black Cat Rd.
W. Fezzik St.
S. Montoya Ave.
S. Montoya Ave.
S. Montoya Ct.
W. Wesley St.
Commercial
W. Vezzini St.
W. Inigo St.
S. Humperdinck Ave.
S. Rugen Ave.
S. Rugen Ct.
Ridenbaugh Highline Canal
W. Columbine St.
Ridenbaugh Highline Canal
Ridenbaugh Highline Canal
W. Balivi Ln.
S. Rufio Way
S. Rufio Way
S. Gump Way
W. Columbia Rd.
W. Hodor St.
W. Declan St.
W. Glantshane St.
W. Optimus Prime St.
W. Lebowski Ct.
S. Donny Ave.
W. Lebowski St.
W. Sobchak St.
W. Rickon St.
W. Arya St.
S. Zero Ave.
S. Zero Ave.
S. Sally Ave.
S. Sally Ave.
S. Hook Ave.
S. Dude Ave.
S. Skellington Ave.
S. Skellington Ave.
W. Wing Over Way
Sabino's Rocky Ridge Subb.
W. Rickon St.
W. Hodor St.
W. Nno St.
S. Bisque Ave.
S. Bisque Ave.
W. Erudo St.
S. Veridian Ave.
S. Shayla Ave.
S. Shayla Ave.
S. Shayla Ave.
TENNIS COURT
SOCCER/LACROSSE FIELD
PICKLEBALL COURTS
PLAYGROUND
WATER/PLAYGROUND
PLAYGROUND
SHADE
RESTROOM
SHADE
SHADE
SHADE

LANDSCAPE LEGEND

- 40' VISION TRIANGLE
- WROUGHT IRON FENCE
- VINYL FENCE
- MULCHED LANDSCAPE BEDS
- LAWN
- GRAVEL

OLIVA Landscape Design

Commercial

S. Black Cat Rd.

S. Montoya Ct.

S. Montoya Ave.

W. Westley St.

Ridenbaugh Highline Canal

VISION TRIANGLE

5-PN 3-WC 5-BG 3-HR 5-BB

5-ID 3-MG 3-GS 5-LA 3-BJ

3-ID 3-GS 3-LA 3-BJ

5-WC 10-LA 5-BJ

3-WC 5-BG 3-HR 5-BB

MATCHLINE - L2

MATCHLINE - L5

MATCHLINE - L3

MATCHLINE - L2

0 30 60 90 120 feet

1" = 30'

NORTH

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208.343.3581 | www.centengr.com

Landscape Plan for:

Gallica Heights Subdivision

KUNA IDAHO

Revisions

REV.	DESC.	DATE/BY

SCALE: 1" = 30'
DATE: 3/4/25
DRAWN BY: OLIVA LANDSCAPE DESIGN
CHECKED BY: xx.xx
PROJECT NO. xx.xx
DRAWING FILE NAME: xx.xx

SHEET NO:

L2

W. Balivi Ln.

S. Donny Ave.

W.Lebowski Ct.

W.Lebowski St.

W.Sobchak St.

VISION TRIANGLE

3-WC
5-BG
3-HR
5-BB

5-PN
3-WC
5-BG
3-HR
5-BB

5-ID
3-MG
3-GS
5-LA
3-BL

MATCHLINE - L3
MATCHLINE - L2

MATCHLINE - L4
MATCHLINE - L3

MATCHLINE - L3
MATCHLINE - L6

LIVA
Landscape Design

LANDSCAPE LEGEND
- 40' VISION TRIANGLE
- WROUGHT IRON FENCE
- VINYL FENCE
- MULCHED LANDSCAPE BEDS
- LAWN
- GRAVEL

0 30 60 90 120 feet
1" = 30'

NORTH

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208.343.3381 | www.centengr.com

Landscape Plan for:

Gallica Heights Subdivision

KUNA IDAHO

Revisions

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DATE: 3/4/25
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CHECKED BY:: xx.xx
PROJECT NO. xx.xx
DRAWING FILE NAME: xx.xx

SHEET NO:
L3

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Landscape Plan for:

Gallica Heights Subdivision

KUNA IDAHO

Revisions		
REV.	DESC.	DATE/BY

SCALE: 1" = 30'
DATE: 3/4/25
DRAWN BY: OLIVA LANDSCAPE DESIGN
CHECKED BY: xx.xx
PROJECT NO. xx.xx
DRAWING FILE NAME: xx.xx

SHEET NO:

L4

OLIVA Landscape Design

LANDSCAPE LEGEND

- 40' VISION TRIANGLE
- WROUGHT IRON FENCE
- VINYL FENCE
- MULCHED LANDSCAPE BEDS
- LAWN
- GRAVEL

LANDSCAPE LEGEND
40' VISION TRIANGLE
WROUGHT IRON FENCE
VINYL FENCE
MULCHED LANDSCAPE BEDS
LAWN
GRAVEL

OLIVA Landscape Design

5-PN
3-WC
5-BG
3-HR
5-BB

5-ID
3-MG
3-GS
5-LA
3-BJ

5-WC
9-BG
9-HR
10-LA
15-BB

5-WC
5-PN
9-HR

MATCHLINE - L2
MATCHLINE - L5
MATCHLINE - L5
MATCHLINE - L8
MATCHLINE - L6
MATCHLINE - L5

VISION TRIANGLE

S. Humperdinck Ave.
S. Rugen Ct.
W. Fezzik St.
W. Inigo St.
W.Giantsbane St.

0 30 60 120 feet
1" = 30'
NORTH

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Revisions
REV. DESC. DATE/BY

Landscape Plan for:
Gallica Heights Subdivision
KUNA IDAHO

SCALE: 1" = 30'
DATE: 3/4/25
DRAWN BY: OLIVA LANDSCAPE DESIGN
CHECKED BY: xx.xx
PROJECT NO. xx.xx
DRAWING FILE NAME: xx.xx

SHEET NO:
L5

MATCHLINE - L3

MATCHLINE - L6

LANDSCAPE NOTES

1. ALL LANDSCAPE SHALL BE INSTALLED IN ACCORDANCE WITH KUNA CITY ORDINANCE REQUIREMENTS. ALL LOTS WILL COMPLY WITH KUNA CITY ORDINANCE REQUIRING ONE (1) TREE PER LOT (PROVIDED BY BUILDER AND/OR DEVELOPER).
2. LANDSCAPE BUFFERS ARE REQUIRED TO BE PLANTED WITH THE FOLLOWING PLANTS PER 100 LINEAR FEET. TWO (2) SHADE TREES, THREE (3) EVERGREEN TREES, AND TWELVE (12) SHRUBS. EACH REQUIRED SHADE TREE MAY BE SUBSTITUTED FOR TWO (2) FLOWERING/ORNAMENTAL TREES; PROVIDED THAT, NO MORE THAN FIFTY (50) PERCENT OF SHADE TREES ARE SUBSTITUTED.
3. ALL PLANTING AREAS TO BE WATERED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM.
4. TREES SHALL NOT BE PLANTED WITHIN THE 10-CLEAR ZONE OF ALL ACHD STORM DRAIN PIPE, STRUCTURES, OR FACILITIES. SEEPAGE BEDS MUST BE PROTECTED FROM ANY AND ALL CONTAMINATION DURING THE CONSTRUCTION AND INSTALLATION OF THE LANDSCAPE IRRIGATION SYSTEM.
5. NO TREES SHALL IMPEDE THE 40' STREET AND DEPARTURE VISION TRIANGLES A ALL INTERSECTIONS, NO CONIFEROUS TREES OR SHRUBS OVER 5' HIGH AT MATURITY WILL BE LOCATED WITHIN VISION TRIANGLE OR ACHD ROW. AS TREES MATURE, THE OWNER SHALL BE RESPONSIBLE FOR PRUNING TREE CANOPIES TO MEET ACHD REQUIREMENTS FOR MAINTAINING CLEAR VISIBILITY WITHIN 40' STREET AND DEPARTURE VISION TRIANGLE TREES SHALL BE PLANTED NO CLOSER THEN 50' FROM STOP SIGNS.
6. LANDSCAPE AND TREES IN FRONT OF BUILDING LOTS ON INTERIOR STREETS TO BE COMPLETED DURING CONSTRUCTION OF THESE LOTS. TREE LOCATION MAY BE ALTERED TO ACCOMMODATE DRIVEWAYS AND UTILITIES. TREES SHALL NOT BE PLANTED WITHIN 5' OF WATER METERS OR UTILITY LINES.
7. PLANT LIST IS REPRESENTATIVE AND SUBJECT TO SUBSTITUTIONS OF SIMILAR SPECIES BY OWNER, SUBJECT TO CITY FORESTERS PRE-APPROVAL. BURLAP AND WIRE BASKETS TO BE REMOVED FROM ROOT BALL AS MUCH AS POSSIBLE, AT LEAST HALFWAY DOWN THE BALL OF THE TREE. ALL NYLON ROPES TO BE COMPLETELY REMOVED FROM TREES.
8. FOR WATER CONSERVATION PURPOSES THE DESIGN INCLUDES PLANTS THAT CAN THRIVE IN CLIMATES WITH APPROXIMATELY TEN (10") TO TWELVE INCHES (12") OF ANNUAL RAINFALL.

LANDSCAPE LEGEND

- 40' VISION TRIANGLE
- WROUGHT IRON FENCE
- VINYL FENCE
- MULCHED LANDSCAPE BEDS
- LAWN
- GRAVEL

OLIVA
Landscape Design

S. Gump Way

W. Optimus Prime St.

W.Giantsbane St.

MATCHLINE - L6
MATCHLINE - L5

MATCHLINE - L6
MATCHLINE - L7

MATCHLINE - L6
MATCHLINE - L9

0 30 60 90 120 feet
1" = 30'
NORTH

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Landscape Plan for:
Gallica Heights Subdivision
KUNA IDAHO

Revisions

REV.	DESC.	DATE/BY

SCALE: 1" = 30'
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CHECKED BY:: xx-xx
PROJECT NO. xx-xx
DRAWING FILE NAME: xx-xx

SHEET NO:
L6

NORTH

0 30 60 90 120 feet

1" = 30'

LANDSCAPE LEGEND

- 40' VISION TRIANGLE
- WROUGHT IRON FENCE
- VINYL FENCE
- MULCHED LANDSCAPE BEDS
- LAWN
- GRAVEL

OLIVA Landscape Design

W.Frodo St.

S. Skellington Ave.

S. Shayla Ave.

VISION TRIANGLE

MATCHLINE - L4

MATCHLINE - L7

MATCHLINE - L6

MATCHLINE - L10

SOCCER/LACROSSE FIELD

TENNIS COURT

PICKLEBALL COURTS

SHELTER (800 SF) & DRINKING FOUNTAIN

RESTROOM FACILITY

TRADITIONAL PLAYGROUND

NATURAL/ADVENTURE PLAYGROUND

PARK PARKING PROVIDED: 104 STANDARD/5 ADA

5-PN 3-WC 5-BG 3-HR 5-BB

5-ID 5-MG 5-GS 10-LA 10-BJ

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Landscape Plan for:

Gallica Heights Subdivision

KUNA IDAHO

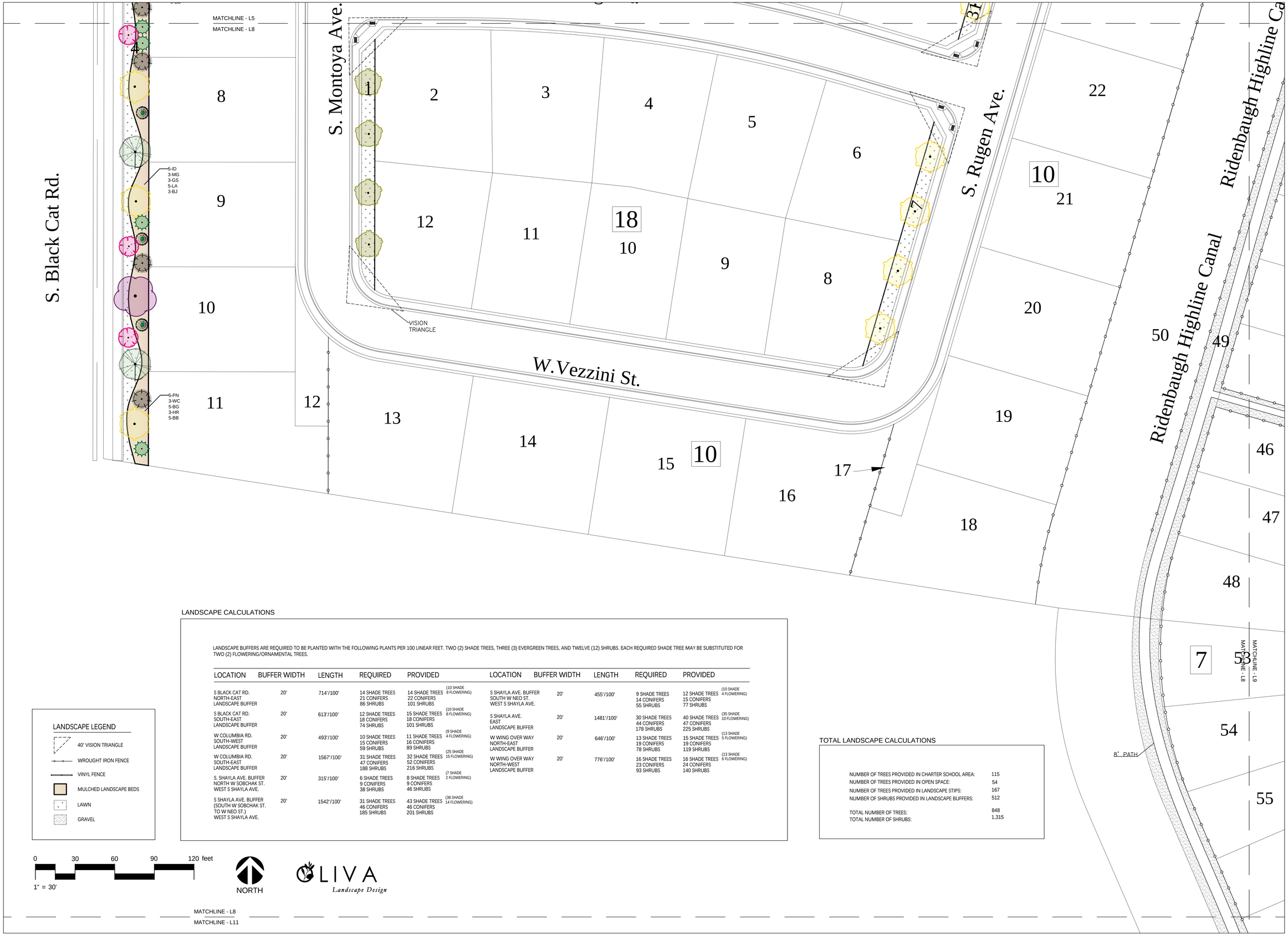
Revisions

REV.	DESC.	DATE/BY

SCALE: 1" = 30'
DATE: 3/4/25
DRAWN BY: OLIVA LANDSCAPE DESIGN
CHECKED BY: xx-xx
PROJECT NO. xx-xx
DRAWING FILE NAME: xx-xx

SHEET NO:

L7



LANDSCAPE LEGEND

- 40' VISION TRIANGLE
- WROUGHT IRON FENCE
- VINYL FENCE
- MULCHED LANDSCAPE BEDS
- LAWN
- GRAVEL

0 30 60 90 120 feet

1" = 30'

NORTH

LIVA Landscape Design

LANDSCAPE CALCULATIONS

LANDSCAPE BUFFERS ARE REQUIRED TO BE PLANTED WITH THE FOLLOWING PLANTS PER 100 LINEAR FEET. TWO (2) SHADE TREES, THREE (3) EVERGREEN TREES, AND TWELVE (12) SHRUBS. EACH REQUIRED SHADE TREE MAY BE SUBSTITUTED FOR TWO (2) FLOWERING/ORNAMENTAL TREES.

LOCATION	BUFFER WIDTH	LENGTH	REQUIRED	PROVIDED
S BLACK CAT RD. NORTH-EAST LANDSCAPE BUFFER	20'	714'/100'	14 SHADE TREES 21 CONIFERS 86 SHRUBS	14 SHADE TREES (10 SHADE 8 FLOWERING) 22 CONIFERS 101 SHRUBS
S BLACK CAT RD. SOUTH-EAST LANDSCAPE BUFFER	20'	613'/100'	12 SHADE TREES 18 CONIFERS 74 SHRUBS	15 SHADE TREES (10 SHADE 8 FLOWERING) 18 CONIFERS 101 SHRUBS
W COLUMBIA RD. SOUTH-WEST LANDSCAPE BUFFER	20'	493'/100'	10 SHADE TREES 15 CONIFERS 59 SHRUBS	11 SHADE TREES (9 SHADE 4 FLOWERING) 16 CONIFERS 89 SHRUBS
W COLUMBIA RD. SOUTH-EAST LANDSCAPE BUFFER	20'	1567'/100'	31 SHADE TREES 47 CONIFERS 188 SHRUBS	32 SHADE TREES (25 SHADE 15 FLOWERING) 52 CONIFERS 216 SHRUBS
S. SHAYLA AVE. BUFFER NORTH W SOBCHAK ST. WEST S SHAYLA AVE.	20'	315'/100'	6 SHADE TREES 9 CONIFERS 38 SHRUBS	8 SHADE TREES (7 SHADE 2 FLOWERING) 9 CONIFERS 46 SHRUBS
S SHAYLA AVE. BUFFER (SOUTH W SOBCHAK ST. TO W NEO ST.) WEST S SHAYLA AVE.	20'	1542'/100'	31 SHADE TREES 46 CONIFERS 185 SHRUBS	43 SHADE TREES (36 SHADE 14 FLOWERING) 46 CONIFERS 201 SHRUBS
S SHAYLA AVE. BUFFER SOUTH W NEO ST. WEST S SHAYLA AVE.	20'	455'/100'	9 SHADE TREES 14 CONIFERS 55 SHRUBS	12 SHADE TREES (10 SHADE 4 FLOWERING) 15 CONIFERS 77 SHRUBS
S SHAYLA AVE. EAST LANDSCAPE BUFFER	20'	1481'/100'	30 SHADE TREES 44 CONIFERS 178 SHRUBS	40 SHADE TREES (35 SHADE 10 FLOWERING) 47 CONIFERS 225 SHRUBS
W WING OVER WAY NORTH-EAST LANDSCAPE BUFFER	20'	646'/100'	13 SHADE TREES 19 CONIFERS 78 SHRUBS	15 SHADE TREES (13 SHADE 5 FLOWERING) 19 CONIFERS 119 SHRUBS
W WING OVER WAY NORTH-WEST LANDSCAPE BUFFER	20'	776'/100'	16 SHADE TREES 23 CONIFERS 93 SHRUBS	16 SHADE TREES (13 SHADE 6 FLOWERING) 24 CONIFERS 140 SHRUBS

TOTAL LANDSCAPE CALCULATIONS

NUMBER OF TREES PROVIDED IN CHARTER SCHOOL AREA:	115
NUMBER OF TREES PROVIDED IN OPEN SPACE:	54
NUMBER OF TREES PROVIDED IN LANDSCAPE STIPS:	167
NUMBER OF SHRUBS PROVIDED IN LANDSCAPE BUFFERS:	512
TOTAL NUMBER OF TREES:	848
TOTAL NUMBER OF SHRUBS:	1,315

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Consulting Engineers, Land Surveyors, Planners
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208.343.3381 | www.centengr.com

Landscape Plan for:

Gallica Heights Subdivision

KUNA IDAHO

Revisions

REV.	DESC.	DATE/BY

SCALE: 1" = 30'
DATE: 3/4/25
DRAWN BY: OLIVIA LANDSCAPE DESIGN
CHECKED BY: xx.xx
PROJECT NO. xx.xx
DRAWING FILE NAME: xx.xx

SHEET NO:

L8

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Landscape Plan for:

Gallica Heights Subdivision

KUNA IDAHO

Revisions		
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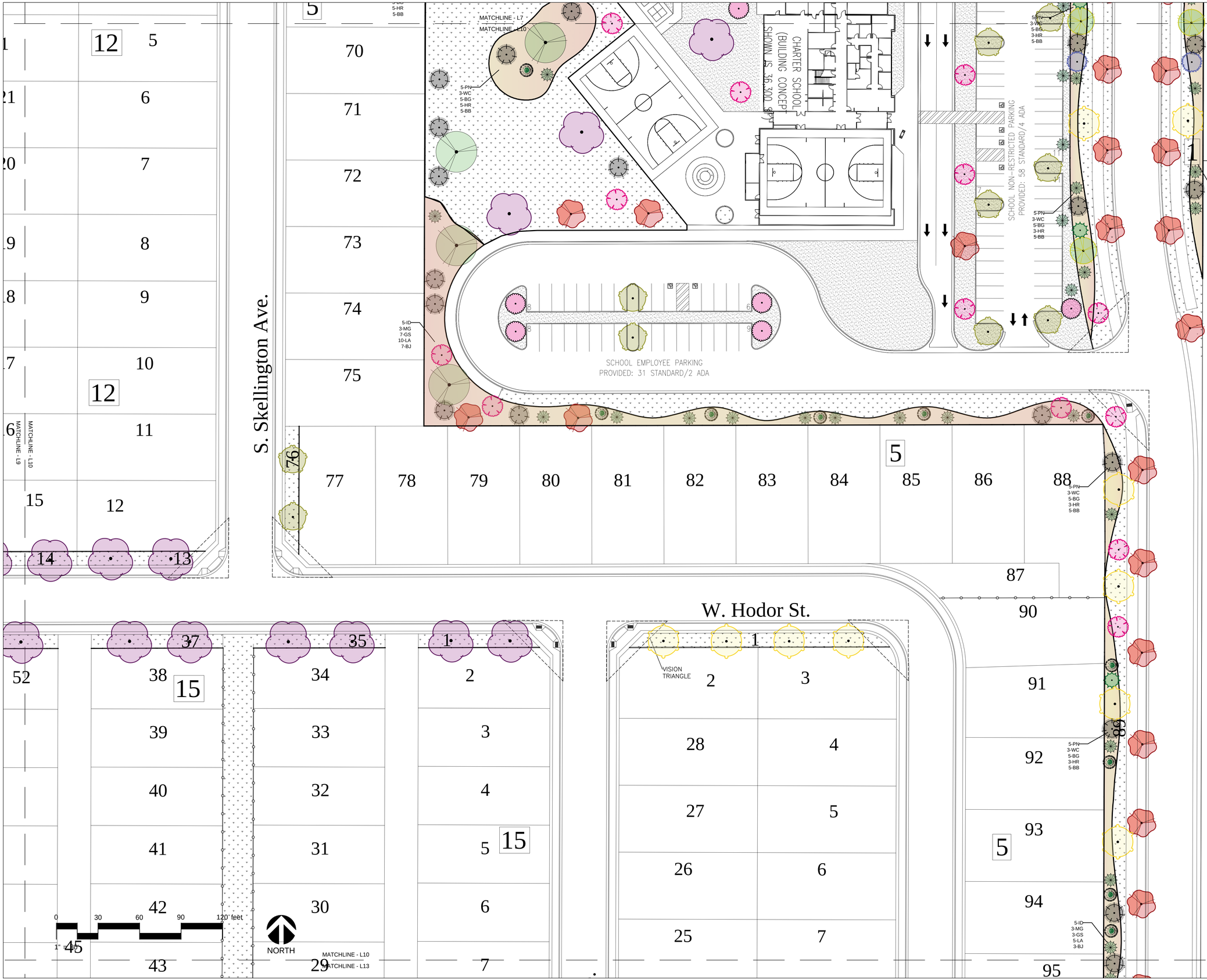
DATE: 3/4/25
DRAWN BY: OLIVA LANDSCAPE DESIGN
CHECKED BY: xx.xx
PROJECT NO. xx.xx
DRAWING FILE NAME: xx.xx

SHEET NO:
L9



OLIVA
Landscape Design

LANDSCAPE LEGEND

- 40' VISION TRIANGLE
- WROUGHT IRON FENCE
- VINYL FENCE
- MULCHED LANDSCAPE BEDS
- LAWN
- GRAVEL

Centurion | B&A Engineers, Inc.
Consulting Engineers, Land Surveyors, Planners
5505 W. Franklin Road | Boise, ID 83705
208.343.5381 | www.centeng.com

Landscape Plan for:

Gallica Heights Subdivision

KUNA IDAHO

Revisions

REV.	DESC.	DATE/BY

SCALE: 1" = 30'
DATE: 3/4/25
DRAWN BY: OLIVA LANDSCAPE DESIGN
CHECKED BY: xx.xx
PROJECT NO. xx.xx
DRAWING FILE NAME: xx.xx

SHEET NO:

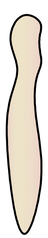
L10

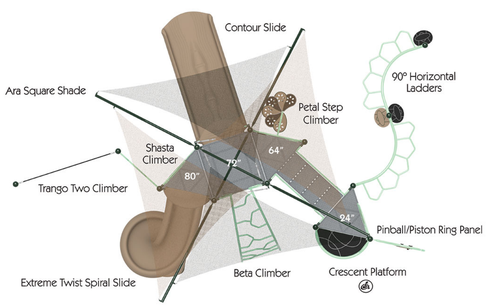
MATCHLINE - L8

MATCHLINE - L11

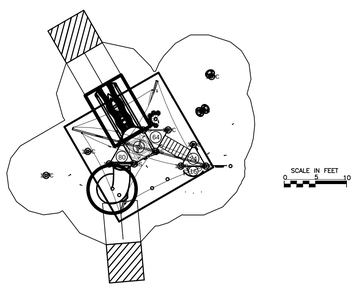
PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	CONTAINER	QTY	REMARKS
CONIFEROUS TREES						
	BAC	Cedrus atlantica 'Glauca' / Blue Atlas Cedar	6' - 8'	B&B	28	30' x 20'
	LCY	Cupressus x leylandii / Leyland Cypress	10' - 12'	B&B	57	35' x 10'
	VBS	Picea engelmannii 'Vanderwolf's Blue Pyramid' / Vanderwolf's Blue Pyramid Engelmann Spruce	10' - 12'	B&B	82	25' - 15'
	BHS	Picea glauca 'Densata' / Black Hills White Spruce	6' - 8'	B&B	86	35' x 15'
	BCS	Picea pungens 'Glauca' / Blue Colorado Spruce	6' - 8'	B&B	86	60' x 20'
ORNAMENTAL TREE (CLASS 1)						
	ERB	Cercis canadensis / Eastern Redbud Multi-trunk	2" Cal.	B&B	66	25' x 30'
	GRT	Koelreuteria paniculata / Golden Rain Tree	2" Cal.	B&B	17	25' x 20'
	PRC	Malus x 'Prairifire' / Prairifire Crabapple	2" Cal.	B&B	32	20' x 20'
STREET TREE (CLASS II)						
	RSM	Acer rubrum 'Franksred' / Red Sunset® Maple	2" Cal.	B&B	131	40' x 30'
	UEH	Carpinus betulus 'Fastigiata' / Upright European Hornbeam	2" Cal.	B&B	14	45' x 30'
	CHA	Celtis occidentalis / Common Hackberry	2" Cal.	B&B	30	45' x 30'
	APA	Fraxinus americana 'Junginger' / Autumn Purple® White Ash	2" Cal.	B&B	62	50' x 40'
	SHL	Gleditsia triacanthos inermis 'Skycole' / Skyline® Honey Locust	2" Cal.	B&B	95	45' x 35'
	BLP	Platanus x acerifolia 'Bloodgood' / Bloodgood London Plane Tree	2" Cal.	B&B	15	50' x 40'
	BAL	Tilia americana 'Boulevard' / Boulevard American Linden	2" Cal.	B&B	55	50' x 25'
SHRUBS/ORNAMENTAL GRASSES/PERENNIALS						
	PN	PETITE PLUM NINEBARK/PHYSOCARPUS OPULIFOLIUS 'PETITE PLUM'	5 GAL		185	5' HT X 5' W
	WC	WHITE FIR 'COMPACTA'/ABIES CONCOLOR 'COMPACTA'	5 GAL		138	3' HT X 8' W
	ID	IVORY HALO DOGWOOD/CORNUS ALBA 'BAILHALO'	5 GAL		108	6' HT X 6' W
	GS	GRO-LOW FRAGRANT SUMAC/RHUS AROMATIC 'GRO-LOW'	2 GAL		90	3' HT X 6' W
	MG	MAIDEN GRASS/MISCANTHUS SINENSIS 'GRACILLIMUS'	2 GAL		83	7' HT X 4' W
	BG	BLUE OAT GRASS/HELICTOTRICHON SEMPERVIRENS	2 GAL		109	3' HT X 2' W
	LA	LAVENDER 'HIDCOTE'/LAVANDULA ANGUSTIFOLIA 'HIDCOTE'	2 GAL		199	2' HT X 2' W
	HR	HARDY GERANIUM 'ROZANNE'/GERANIUM 'ROZANNE'	2 GAL		166	2' HT X 3' W
	BB	BLUE FESCUE 'BLAUFUCHS'/FESTUCA GLAUCA 'BLAUFUCHS'	2 GAL		205	8" HT X 1' W
	BJ	BLUE RUG JUNIPER/JUNIPERUS HORIZONTALIS 'WILTONII'	2 GAL		150	6" HT X 7' W

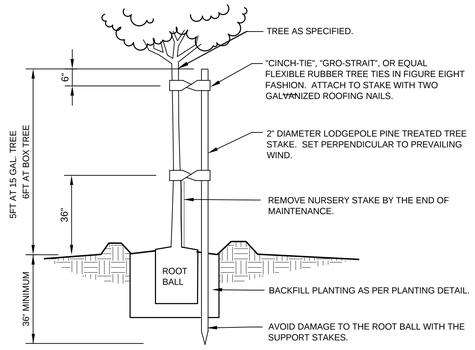




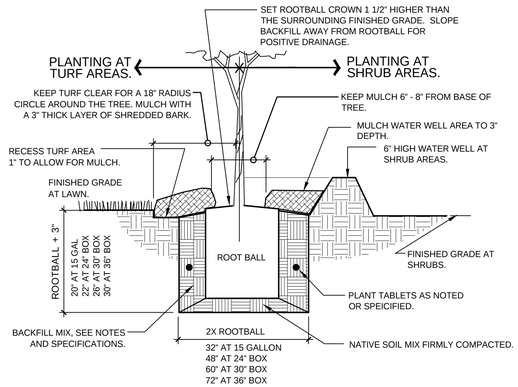
OLIVA
Landscape Design



PARK STRUCTURE EXAMPLE



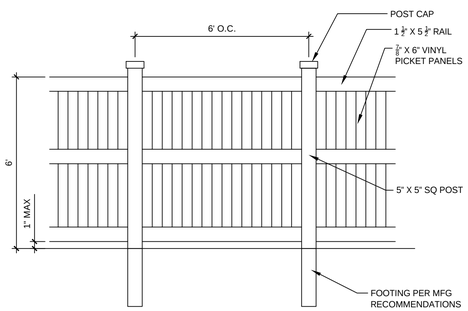
STAKING DETAIL



PLANT PIT DETAIL

1 TREE SINGLE STAKE PLANTING

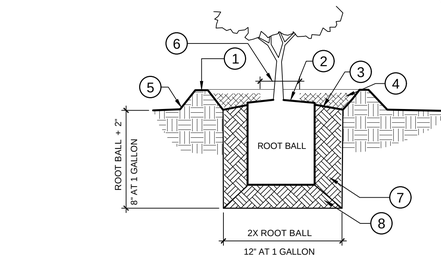
3/8" = 1'-0" FX-PL-FX-TREE-01



NOTES
1. FENCE TO STEP DOWN TO 3' HEIGHT 20' FROM ROW.
2. VINYL FENCE STYLE MAY VARY SLIGHTLY.
3. STYLE AND COLOR TO MATCH EXISTING SUBDIVISION VINYL FENCE.

3 VINYL PRIVACY FENCE

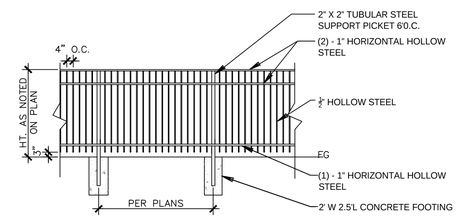
NOT TO SCALE P-CO-FRI-16



1. 4" HIGH WATER WELL.
2. SET ROOT BALL CROWN 1" HIGHER THAN SURROUNDING FINISHED GRADE.
3. SLOPE FINISHED GRADE AT BACKFILL AWAY FROM ROOT BALL.
4. MULCH TO 2" DEPTH AT WATER WELL.
5. FINISHED GRADE.
6. KEEP MULCH FREE FROM A 6" RADIUS AT THE PLANT TRUNK.
7. BACKFILL WITH NATIVE SOILD WITHOUT ANY SOIL AMENDMENT.
8. NATIVE SOIL MIX FIRMLY COMPACTED.

2 SHRUB PLANTING

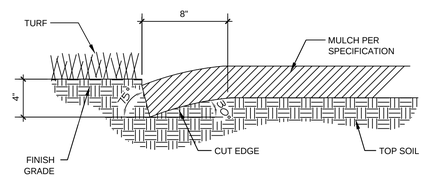
1" = 1'-0" FX-PL-FX-SHRB-09



NOTES
WROUGHT IRON TO BE PAINTED W/ ELECTO STATIC PAINT - COLOR SHALL BE BLACK.

4 WROUGHT IRON FENCE

NOT TO SCALE VIEW-296268702



5 PLANTER CUT BED EDGE

NOT TO SCALE OD-PL-01

MATCHLINE - L11

MATCHLINE - L12

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Consulting Engineers, Land Surveyors, Planners
5505 W Franklin Road | Boise, ID 83705
208.343.3561 | www.centengr.com

51

Landscape Plan for:

Gallica Heights Subdivision

KUNA IDAHO

Revisions

REV.	DESC.	DATE/BY

SCALE: 1" = 30'
DATE: 3/4/25
DRAWN BY: OLIVA LANDSCAPE DESIGN
CHECKED BY: xx.xx
PROJECT NO. xx.xx
DRAWING FILE NAME: xx.xx

SHEET NO:

L11

W. Arya St.

MATCHLINE - L9
MATCHLINE - L12

S. Rufio Way

S. Zero Ave.

S. Sally Ave.

Ridenbaugh Highline Canal

W. Rickon St.

W. Wing Over Way

VISION TRIANGLE

8' PATH

MATCHLINE - L12
MATCHLINE - L11

MATCHLINE - L13
MATCHLINE - L12

LANDSCAPE LEGEND

- 40' VISION TRIANGLE
- WROUGHT IRON FENCE
- VINYL FENCE
- MULCHED LANDSCAPE BEDS
- LAWN
- GRAVEL

0 30 60 90 120 feet

1" = 30'

NORTH

OLIVA Landscape Design

Sabino's Rocky Ridge Sub.

Centurion | B&A Engineers, Inc.
Consulting Engineers, Land Surveyors, Planners
5505 W. Franklin Road | Boise, ID 83705
208.343.5381 | www.centeng.com

Landscape Plan for:

Gallica Heights Subdivision

KUNA IDAHO

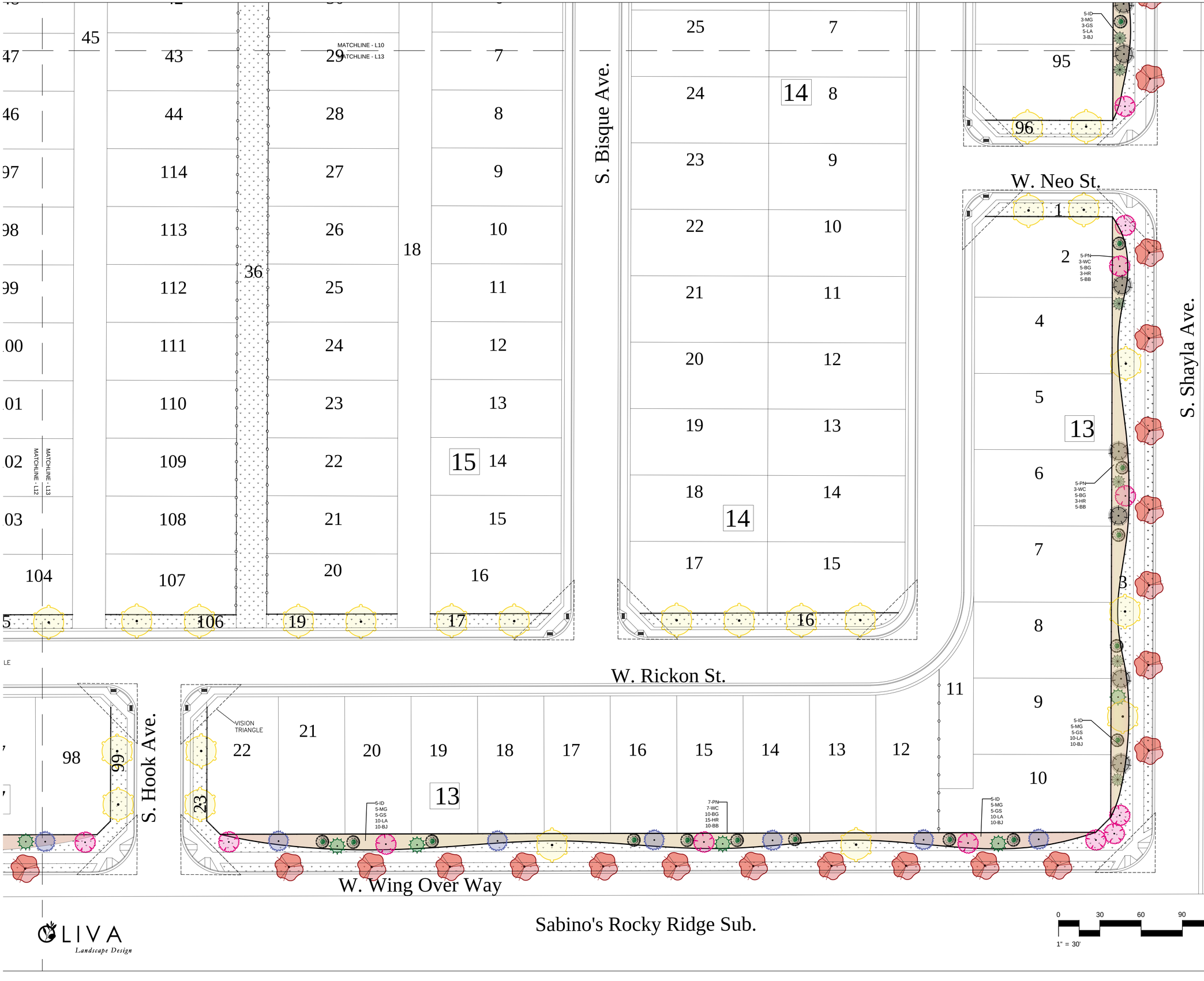
Revisions

REV.	DESC.	DATE/BY

SCALE: 1" = 30'
DATE: 3/4/25
DRAWN BY: OLIVA LANDSCAPE DESIGN
CHECKED BY: xx-xx
PROJECT NO. xx-xx
DRAWING FILE NAME: xx-xx

SHEET NO:

L12



LANDSCAPE LEGEND

- 40' VISION TRIANGLE
- WROUGHT IRON FENCE
- VINYL FENCE
- MULCHED LANDSCAPE BEDS
- LAWN
- GRAVEL

0 30 60 90 120 feet

1" = 30'

NORTH

LIVA Landscape Design

Centurion | B&A Engineers, Inc.
Consulting Engineers, Land Surveyors, Planners
5505 W Franklin Road | Boise, ID 83705
208.343.5381 | www.centbngr.com

Revisions

REV.	DESC.	DATE/BY

Landscape Plan for:

Gallica Heights Subdivision

KUNA IDAHO

SCALE: 1" = 30'
DATE: 3/4/25
DRAWN BY: OLIVA LANDSCAPE DESIGN
CHECKED BY: xx.xx
PROJECT NO. xx.xx
DRAWING FILE NAME: xx.xx

SHEET NO:

L13

City of Kuna
Planning & Zoning Department

City of Kuna
P.O. Box 13
Kuna, Idaho 83634
Phone: (208) 922-5274
Fax: (208) 922-5989
www.Kunacity.id.gov

Agency Transmittal – September 1, 2022

Notice is hereby given by the City of Kuna the following actions are under consideration**:**

CASE NUMBER(S):	22-05-PUD (Planned Unit Development, 22-07-ZC (Rezone), 22-15-S (Pre Plat), 22-08-SUP (Special Use Permit) & 22-34-DR (Design Review), for the Gallica Heights Subdivision.
PROJECT DESCRIPTION	Applicant requests PUD and SUP approval for approx. 132.26 acres and also to Rezone the properties from Agriculture (AG.) to R-6 Med. Den. Res.), R-12 (High Den. Res.) & C-1 (Neighborhood Commercial) districts. Applicant also requests Preliminary Plat approval in order to subdivide the lands into 615 residential, 86 common lots and 1 Commercial lot. The site is located within Section 10, Township 2 North, Range 1 West, APN's S1310223100, S1310233700, and S1310233610.
SITE LOCATION(S)	The site address is 4425 W Columbia Rd. at the SEC of Columbia and Black Cat Roads, Nampa, ID 83687.
REPRESENTATIVE	**Elizabeth Koeckeritz** Givens-Pursley 601 W Bannock St. Boise, ID 83702 208.388.1250 eak@givenspursley.com
SCHEDULED HEARING DATE	Tuesday, **December 13, 2022,** at 6:00 PM, Kuna City Hall Council Chambers, 751 W 4th Street, Kuna, ID 83634
STAFF CONTACT	Troy Behunin Planner III TBehunin@kunaid.gov
PROJECT PACKET LINK	https://www.kunacity.id.gov/DocumentCenter/View/8164/Gallica-Heights-PACKET-PDF-

- The above referenced Case may have potential impacts on which your agency may wish to comment.
- *Please provide comments within 15 days; if more time is needed, please inform our offices.* We would appreciate any information as to how this action would affect the service(s) your agency provides.
- If your agency requires additional information in order for you to complete your review, please notify our office and we will do our best to provide it.
- If you have received this notification in error or if a different individual should be receiving this transmittal, please notify our office who future packets should be sent to, including their email address.
- *If your agency needs additional time for review, please notify our office ASAP.*

From: Troy Behunin
To: ACHD (planningreview@achdidaho.org); Adam Ingram (Adam.Ingram@sparklight.biz); Adam Wenger - PW Kuna; B. Withrow; Boise-Kuna Irri. Dist.; Brando Medica (bmedica@meridiancity.org); Brent Moore; Brian Graves (bgraves@kunaschools.org); Camille Burt (camille.r.burt@usps.gov); Chad Gordon; Chief M. Fratusco; DEQ; Eric Adolpfson; Erika Olvera (eolvera@nmid.org); Genna Ashley - Boise Project Board of Control (gashley@boiseproject.org); Idaho Power - Jacky Chris; Idaho Power - K Funke; ITD; John Walburn - Cableone; Justin Walker (jwalker@kellerassociates.com); Kendra Conder - ITD; Kristal Hinkle - KRFD; Leon Letson (lletson@adacounty.id.gov); Lori Badigian; Marc Boyer (marc.c.boyer@usps.gov); Mike Borzick; Mike Hickman; Mikel Sangroniz; "Mindy Wallace"; NMID; Olivia McKinnon (ovielstichmckinnon@compassidaho.org); Paris Dickerson (PDickerson@idahopower.com); Robbie Reno (rreno@kunaschools.org); Sam Feist; scott arellano KRFD; Stacey DuPuis; Steve Taulbee - MFD; Terri (terri@nyid.org); TJ Lawrence (TLawrence@kunafire.com); Tom Ritthaler (TRitthaler@boiseproject.org); Tim Jensen (Kuna School District)
Cc: Doug Hanson; Ashley Wolgast
Bcc: Niki Benyakhlef ITD
Subject: Request for Official Comments for Madrone Village
Date: Thursday, December 19, 2024 6:11:00 PM
Attachments: image001.png

Evening Greetings Everyone,
The City of Kuna requests official comments from your organization for this project in relation to the services it provides.

Please find the request for formal comments below for a new proposal in the City of Kuna

*To view submittal packet please click **BLUE** link below next to Case Number(s).

Agency Transmittal – December 19, 2024

Notice is hereby given by the City of Kuna the following actions are under consideration**:**

CASE NUMBER(S):	24-08-AN (Annexation) & 24-05-S (Preliminary Plat) – ***Madrone Village Subdivision.***
PROJECT DESCRIPTION	Arroyo Indio Farm, LLC, requests approval for Annexation of approx. 79 ac. into Kuna City and proposing the R-6 (Medium Density Residential) & C-1 (Neighborhood Commercial) zones; and requests Preliminary Plat approval to subdivide the same lands into 384 single-family lots, 42 common lots, 12 common driveways, **1 School Site**, 1 City Park and 2 deeded access lots. The site is in Section 27, Township 2 North, Range 1 West (Parcel numbers; R7321001020 & R7321001040. *Please take special note a school site has been integrated into the proposed site plan.*
SITE LOCATION	Near the SWC of Kuna and Ten Mile Roads., Kuna, ID 83634.
REPRESENTATIVE	**Connor Lindstrom** 5725 N Discovery Way Boise, ID, 83713 208.639.6939 clindstrom@kmengllp.com
SCHEDULED HEARING DATE	Tuesday, **February 25, 2025,** at 6:00 PM, Kuna City Hall Council Chambers, 751 W 4th Street, Kuna, ID 83634
STAFF CONTACT	Troy Behunin Senior Planner

	TBehunin@KunaID.gov

Click the **BLUE** link next to the "CASE NUMBER(S)" box above – Either hover and <*CLICK*> or, hold the Ctrl button and <*CLICK*>.
Please let us know if you have any questions or need additional information.

Troy

PLANNING & ZONING KUNA IDAHO

751 W. 4th Street
P.O. Box 13
Kuna, ID 83634

Troy Behunin
Senior Planner
City of Kuna | Development Services
Phone: 208.922.5546 Ext. 4
Email: TBehunin@KunaID.Gov
www.kunacity.id.gov

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From: Troy Behunin
To: Tim Jensen (Kuna School District); Jason Reddy
Subject: UPDATED Gallica Heights Sub - Request for Agency Comments
Date: Friday, March 7, 2025 9:35:00 AM
Attachments: image002.png

This is to loop you folks in and be included.

Troy

PLANNING & ZONING KUNA IDAHO

751 W. 4th Street
P.O. Box 13
Kuna, ID 83634

Troy Behunin
Senior Planner
City of Kuna | Development Services
Phone: 208.922.5546 Ext. 4
Email: TBehunin@KunaID.Gov
www.kunacity.id.gov

All e-mail messages sent to or received by City of Kuna e-mail accounts are subject to Idaho law, in regard to both release and retention, and may be released upon request, unless exempt from disclosure by law.

From: Troy Behunin
Sent: Friday, March 7, 2025 9:34 AM
To: ACHD (planningreview@achdidaho.org) <planningreview@achdidaho.org>; Adam Ingram (Adam.Ingram@sparklight.biz) <Adam.Ingram@sparklight.biz>; Adam Wenger - PW Kuna <awenger@kunaid.gov>; B. Withrow <Bwithrow@kunaid.gov>; Boise-Kuna Irri. Dist. <aflavel.bkirrdist@gmail.com>; Brando Medica (bmedica@meridiancity.org) <bmedica@meridiancity.org>; Brent Moore <bmoore@adacounty.id.gov>; Brian Graves (bgraves@kunaschools.org) <bgraves@kunaschools.org>; Camille Burt (camille.r.burt@usps.gov) <camille.r.burt@usps.gov>; Chad Gordon <Chad.Gordon@jmsanitation.com>; Chief M. Fratusco <mfratusco@adacounty.id.gov>; DEQ <BRO.Admin@deq.idaho.gov>; Eric Adolpfson <eadolfson@compassidaho.org>; Erika Olvera (eolvera@nmid.org) <eolvera@nmid.org>; Genna Ashley - Boise Project Board of Control (gashley@boiseproject.org) <gashley@boiseproject.org>; Idaho Power - Jacky Chris <easements@idahopower.com>; Idaho Power - K Funke <kfunke@idahopower.com>; ITD <D3Development.Services@itd.idaho.gov>; John Walburn - Cableone <john.walburn@cableone.biz>; Justin Walker (jwalker@kellerassociates.com) <jwalker@kellerassociates.com>; Kendra Conder - ITD <Kendra.Conder@itd.idaho.gov>; Kristal Hinkle - KRFD <KHinkle@kunafire.com>; Kuna DSD <PZApplications@KunaID.Gov>; Leon Letson (lletson@adacounty.id.gov) <lletson@adacounty.id.gov>; Lori Badigian <lbadigian@cdhd.idaho.gov>; Marc Boyer (marc.c.boyer@usps.gov) <marc.c.boyer@usps.gov>; Mike Borzick <mborzick@kunaid.gov>; Mike Hickman <mhickman@kellerassociates.com>; Mikel Sangroniz <msangroniz@Kellerassociates.com>; 'Mindy Wallace' <Mwallace@achdidaho.org>; NMID <nmid@nmid.org>; Olivia McKinnon (ovielstichmckinnon@compassidaho.org) <ovielstichmckinnon@compassidaho.org>; Paris Dickerson (PDickerson@idahopower.com) <PDickerson@idahopower.com>; Sam Feist <SFeist@kunaId.Gov>; scott arellano KRFD <scott@fccnw.com>; Stacey DuPuis <sdupuis@adacounty.id.gov>; Steve Taulbee - MFD <staulbee@meridiancity.org>; Terri (terri@nyid.org) <terri@nyid.org>; TJ Lawrence (TLawrence@kunafire.com) <TLawrence@kunafire.com>; Tom Ritthaler (TRitthaler@boiseproject.org) <TRitthaler@boiseproject.org>
Cc: Doug Hanson <dhanson@kunaid.gov>
Subject: UPDATED Gallica Heights Sub - Request for Agency Comments

Good Morning everyone.

This is an UPDATE to application request from 2022. The applicant has removed the request for an R-12 (High Density Residential) zone, and there is a reduction in overall lots from the original. If you have any questions, please let me know. This is an opportunity to update previous comments if needed. Please notify our office if you have no changes.

Have a great weekend!

UPDATED Agency Transmittal – March 6, 2025

Notice is hereby given by the City of Kuna the following actions are under consideration**:**

CASE NUMBER(S):	22-07-ZC (Rezone), 22-15-S (Pre Plat), & 22-34-DR (Design Review), for the Gallica Heights Subdivision.– ***Gallica Heights Subdivision.***
PROJECT DESCRIPTION	Applicant requests approval to Rezone approx. 132.5 acres from Agriculture (AG.) to the R-4, R-6 & C-1 zones. Applicant also requests Preliminary Plat approval in order to subdivide the lands into 514 residential, 103 common lots, 20 Common Driveways, 1 Commercial lot, 1 City Park Lot and 1 School Lot. The site is located within Section 10, Township 2 North, Range 1 West, APN's S1310223100, S1310233700, and S1310233610.
SITE LOCATION	The site address is 4425 W Columbia Rd. at the SEC of Columbia and Black Cat Roads, Nampa, ID 83687.
REPRESENTATIVE	**Elizabeth Koeckeritz** Givens-Pursley 601 W Bannock St. Boise, ID 83702 208.388.1250 eak@givenspursley.com
SCHEDULED HEARING DATE	Tuesday, **April 8, 2025,** at 6:00 PM, Kuna City Hall Council Chambers, 751 W 4th Street, Kuna, ID 83634
STAFF CONTACT	Troy Behunin Senior Planner TBehunin@kunaid.gov

Click the link in the Case Numbers Box above – Either hover and <*CLICK*>, or hold the Ctrl and <*CLICK*>.
Please let us know if you have any questions or need additional information.
If you have any questions, please let me know.

Troy

PLANNING & ZONING KUNA IDAHO
751 W. 4th Street
P.O. Box 13
Kuna, ID 83634

Troy Behunin
Senior Planner
City of Kuna | Development Services
Phone: 208.922.5546 Ext. 4
Email: TBehunin@KunaID.Gov
www.kunacity.id.gov

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

Catherine Feistner, E.I.T.
Assistant Kuna City Engineer

Brady Barroso
Engineering Technician I

MEMORANDUM

To: **Doug Hanson** **- Planning and Zoning Director**

From: **Brady Barroso** **- Engineering Technician I**

Catherine Feistner **- Assistant City Engineer**

Date: **16 August 2023**

RE: **Updated Public Works Comments**

Gallica Heights Subdivision, 22-05-PUD (Planned Unit Development), 22-07-ZC (Rezone), 22-15-S (Preliminary Plat), 22-08-SUP (Special Use Permit), 22-34-DR (Design Review)

The Gallica Heights Subdivision, 22-05-PUD, 22-07-ZC, 22-15-S, 22-08-SUP, 22-34-DR, planned unit development, rezone, preliminary plat, special use permit, and design review request dated 1 September 2022 has been reviewed. The applicant wishes to rezone with City of Kuna (City) R-6 (medium density residential), R-12 (high density residential), and C-1 (neighborhood commercial district) zones. These comments apply to the application as they affect public works infrastructure. Review of civil design drawings is accomplished separately, when received by PWoffice@kunaid.gov.

This project is planned to flow to a future regional lift station which is currently not constructed. Public Works can support approval of this application contingent that a QLPE/will-serve letter will not be issued until the future regional lift station is constructed and there is sufficient force main capacity.

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

1) Inspection & Fees

a) An inspection fee will apply to inspect the final construction of water, sewer, and irrigation facilities associated with this development.
b) The developer shall retain a qualified responsible, Idaho registered professional engineer to provide sufficient inspection to certify to DEQ that the project was completed in accordance with approved plans and specifications and to provide accurate as-built drawings to the City.
c) All applicable utility inspection and utility flow modeling fees shall be paid by the developer in accordance with City of Kuna Resolution R57-2021. *Payment is due and payable prior to the pre-construction meeting.*
d) The Kuna Rural Fire District's fees can be found on their website. *Payment is due and payable prior to the preconstruction meeting.*

2) General

a) The applicant requests approximately 132 acres to be rezoned from Ag to R-6, R-12, and C-1.
b) Equivalent Dwelling Units (EDUs) are reckoned at approximately 3.18 people per household. The resultant projected population for this subdivision is approximately 1,956. Commercial EDUs will be determined at the time a building permit is issued.
c) At least two access points are required in Phase I and subsequent phases per Kuna Rural Fire District (KRFD) or no more than thirty (30) certificates of occupancy will be issued.
d) Areas for outside activities are incorporated into the project. Connection to the City of Kuna pathways presents a long-term goal that should be considered.
e) A plan approval letter will be required if this project affects any local irrigation districts.
f) Elevations shall be actual NAVD 88 datum elevations. A localized elevation system is not acceptable.
g) All positional information shall be from the most recent state plane coordinate system.
h) Provide engineering certification on all final engineering drawings.
i) The City of Kuna requires streetlights in all subdivisions. Streetlights are required along arterial roads bordering the subdivision, at the entrances of the subdivision, at intersections, and at every 250' interval. Streetlights should be coincident with Fire Hydrants whenever possible.
j) Fire suppression shall be available and approved by KRFD.
k) No building permits will be issued and no construction can begin without adequate fire protection.
l) Fiber conduit shall be designed and constructed on all mile and mid-mile roads or as otherwise noted.

3) Right-of-Way

a) Sufficient right-of-way for existing and future classified streets shall be provided pursuant to City & ACHD standards.
b) Approaches onto classified streets must comply with ACHD approach policies.
c) All street construction must meet or exceed City of Kuna and ACHD development standards.
d) All City mainlines crossing proposed lots or located on the backs or sides of lots shall have easements that allow the City of Kuna to access and maintain the utilities.
e) The KRFD Deputy Fire Marshal, or the representative, must approve fire access to the subdivision.
f) Roads must continue to and through to the next road connection to promote connectivity throughout the City.

4) Sanitary Sewer Connection

a) The serviceability of this development is dependent on a future regional lift station and adequate force main capacity.
b) The applicant's property is not connected to City services. The applicant shall not receive a QLPE/will-serve letter until the future regional lift station is constructed.
c) Once the future lift station is built, EDU's will be soft reserved once the civil construction drawings are received and issuance of the QLPE will hard reserve the EDU's needed for each phase.
d) City code 5-16-3-B.2 states public sewer utilities shall be extended to each parcel when sewer is available within three hundred (300) feet of the parcels.

e) All existing sewage treatment facilities (septic tank and drain field) must be decommissioned in accordance with Idaho Department of Environmental Quality (DEQ) requirements. Documentation shall be provided to the City of Kuna.
f) Sewer must provide connectivity for surrounding developments.
g) No cleanouts are permitted at the end of runs in lieu of manholes per Kuna City Code 6-4-2-B.14.
h) All sewer infrastructure must meet or exceed City of Kuna requirements.
i) Sewer flow models will be required to verify and accommodate pipe sizes. The associated costs shall be paid by the developer.
j) Sewer connection fees apply to each lot containing a home or other facility.
k) This application shall conform to the sewer masterplan as applicable. The sewer master plan specifies minimum pipe sizes and supports the "to and through" utility policy.

5) Potable Water Connection

a) The developer shall design and construct water mainline on all boundaries of the proposed development.
b) The applicant's property is not connected to City services. The closest connection point is located at the intersection of W Columbia Rd and S Saddle Bag Way.
c) Water flow models will be required to verify and accommodate adequate water supply and fire suppression. The associated costs shall be paid by the developer.
d) City code 5-16-3-B.2 states public water utilities shall be extended to each parcel when water is available within three hundred (300) feet of the parcels. It is expected the applicant will connect to City water services, in accordance with the City's "to and through" policy in Kuna City Code 6-4-2.
e) All existing wells shall be abandoned in accordance with Idaho Department of Water Resources (IDWR) requirements. Documentation shall be provided to the City of Kuna.
f) All water infrastructure must meet or exceed City of Kuna requirements.
g) Water connection fees apply to each lot containing a home or other facility.
h) Fire hydrants are required in a layout acceptable to the KRFD.

6) Pressurized Irrigation

a) The developer shall design and construct 12" pressurized irrigation mainline on all boundaries of the proposed development.
b) The applicant's property is not connected to City services. The closest connection point is located approximately .5 mile to the south and the east of the proposed development.
c) The applicant may construct an irrigation pump and pond if they do not wish to construct offsite irrigation mainline.
d) Relying on drinking water for irrigation purposes is contrary to City Code 6-4-2-B.9.
e) All pressurized irrigation infrastructure shall meet or exceed City of Kuna standards.
f) Existing irrigation ditches (supply & drain) must be relocated as needed and as approved by the irrigation ditch company/users.
g) Pressurized irrigation flow model will be required to verify and accommodate adequate pressurized irrigation supply. All associated costs shall be paid by the developer.
h) Surface water rights shall be transferred to the City prior to the completion of the final plat.

7) Grading and Storm Drainage

a) Provide a grading and drainage plan which supports and maintains all upstream drainage rights and all downstream irrigation delivery rights as they presently exist for this property.
b) The City of Kuna relies on the ACHD Stormwater Policy Manual to establish the requirements for design of private storm water disposal systems.
c) Verify that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties. Slopes shall not be steeper than 3:1 on lots adjacent to a street or common lot and no steeper than 4:1 for lots with common rear lot lines.
d) Runoff from public right-of-way is regulated by ACHD. On site storm water retention shall be reviewed in conjunction with the City's Civil Engineering Construction Improvements Review. Provide a storm water disposal & treatment plan which accounts for increased on-site storm water runoff volumes. Provide detailed drawings of drainage & treatment facilities with supporting calculations for review and approval.
e) Sidewalks, curb and gutter, street widening and any related storm drainage facilities, consistent with city code and policies, shall be provided in connection with property development.

8) As-Built Drawings

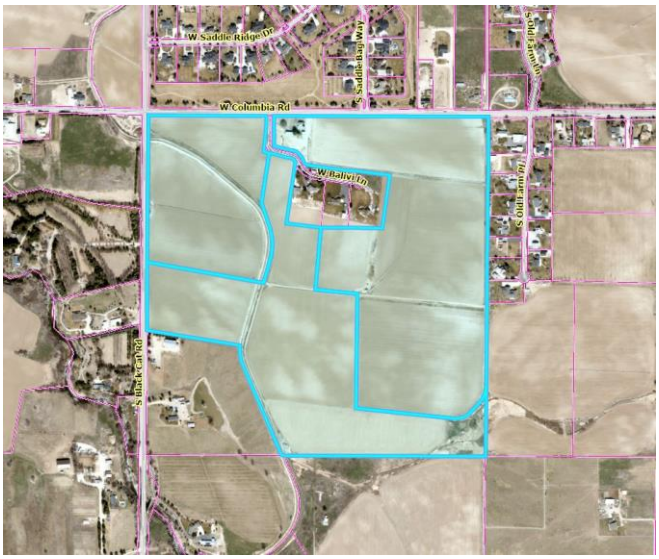
a) As-built (record) drawings are required at the conclusion of any public facility construction project and are the responsibility of the developer's engineer. The city may help track changes but will not be responsible for the finished product.
b) *Correct and verified* a*s-built (record drawings) drawings will be required before occupancy or final plat approval is granted.*

9) Exhibits

a) No maps are included to support Public Works comments.

Development Services Department

Project/File: **Gallica Heights/ KPP21-0015/ 22-05-PUD/ 22-07-ZC/ 22-08-SUP/ 22-15-S/ 22-34-DR**
This is a rezone, special use permit, planned unit development, design review and a preliminary plat application to allow for the development of a 702-lot mixed-use subdivision on 132-acres. The site is located at the southeast corner of Columbia Road and Black Cat Road.



Lead Agency: City of Kuna

Site address: 4425 W. Columbia Road

Staff Approval: May 16, 2023

Representative: Elizabeth Koeckeritz & Kristen McNeill
Givens Pursley, LLP
601 W Bannock Street
Boise, ID 83702

Staff Contact: Dawn Battles, Senior Planner
Phone: 387-6218
E-mail: dbattles@achdidaho.org

A. Findings of Fact

1. **Description of Application:** The applicant is requesting approval of a rezone from A (Agricultural) to R-6 (Medium Density Residential), R-12 (High Density Residential), and C-1 (Neighborhood Commercial), and a special use permit, planned unit development, design review and a preliminary plat application to allow for the development of a 702-lot mixed-use subdivision consisting of 418 single-family lots, 197 townhome lots, 1 commercial lot and 86 common lots. The applicant's rezone proposal is consistent with the City of Kuna's future land use map which designates this site as Mixed-Use and Medium Density Residential.

2. **Description of Adjacent Surrounding Area:**

Direction	Land Use	Zoning
North	Rural Residential & Estate Residential (Ada County)	RR & R1
South	Medium Density Residential & Agriculture	R-6 & A
East	Rural Residential (Ada County) & Agriculture	RR & A
West	Rural Residential (Ada County) & Agriculture	RR & A

3. **Site History:** ACHD has not previously reviewed this site for a development application.

4. **Adjacent Development:** The following developments are pending or underway in the vicinity of the site:

   - Sabino's Rocky Ridge Subdivision, a residential and commercial development consisting of 619 single family lots, 2 commercial lots, and 76 common lots is located directly south of the site and was approved by ACHD in March 2022.

5. **Transit:** Transit services are not available to serve this site.

6. **Pathway Crossings:** United States Access Board R304.5.1.2 Shared Use Paths. In shared use paths, the width of curb ramps runs and blended transitions shall be equal to the width of the shared use path.

   AASHTO's Guidelines for the Development of Bicycle Facilities 5.3.5 Other Intersection Treatments: The opening of a shared use path at the roadway should be at least the same width as the shared use path itself. If a curb ramp is provided, the ramp should be the full width of the path, not including any flared sides if utilized. . . . Detectable warnings should be placed across the full width of the ramp.

   FHWA's "Designing Sidewalks and Trails for Access" (1999) reflected common ADA-related concepts: Chapter 6, Page 16-6: The width of the ramp should be at least as wide as the average width of the trail to improve safety for users who will be traveling at various speeds. In addition, the overall width of the trail should be increased, so the curb ramp can be slightly offset to the side. The increased width reduces conflict at the intersection by providing more space for users at the bottom of the ramp.

7. **New Center Lane Miles:** The proposed development includes 3.67 centerline miles of new public road.

8. **Impact Fees:** There will be an impact fee that is assessed and due prior to issuance of any building permits. The assessed impact fee will be based on the impact fee ordinance that is in effect at that time. The impact fee assessment will not be released until the civil plans are approved by ACHD.

9. **Capital Improvements Plan (CIP)/ Integrated Five Year Work Plan (IFYWP):**

   - The intersection of Ten Mile Road and Columbia Road is scheduled in the IFYWP to be constructed as a single-lane expandable roundabout. The design year is scheduled for 2025 and the construction date has not been determined.
   - Black Cat Road is listed in the CIP to be widened to 5-lanes from Amity Road to Victory Road between 2036 and 2040.
   - The intersection of Victory Road and Black Cat Road is listed in the CIP to be constructed as a multi-lane roundabout with 4-lanes on the north leg, 4-lanes on the south, 2-lanes on the east, and 2-lanes on the west leg between 2031 and 2035.
   - The intersection of Amity Road and Black Cat Road is listed in the CIP to be constructed as a multi-lane roundabout with 4-lanes on the north leg, 4-lanes on the south, 2-lanes on the east, and 2-lanes on the west leg between 2036 and 2040.
   - The intersection of Lake Hazel Road and Black Cat Road is listed in the CIP to be constructed as a single-lane roundabout with 2-lanes on the north leg, 2-lanes on the south, 2-lanes on the east, and 2-lanes on the west leg between 2036 and 2040.

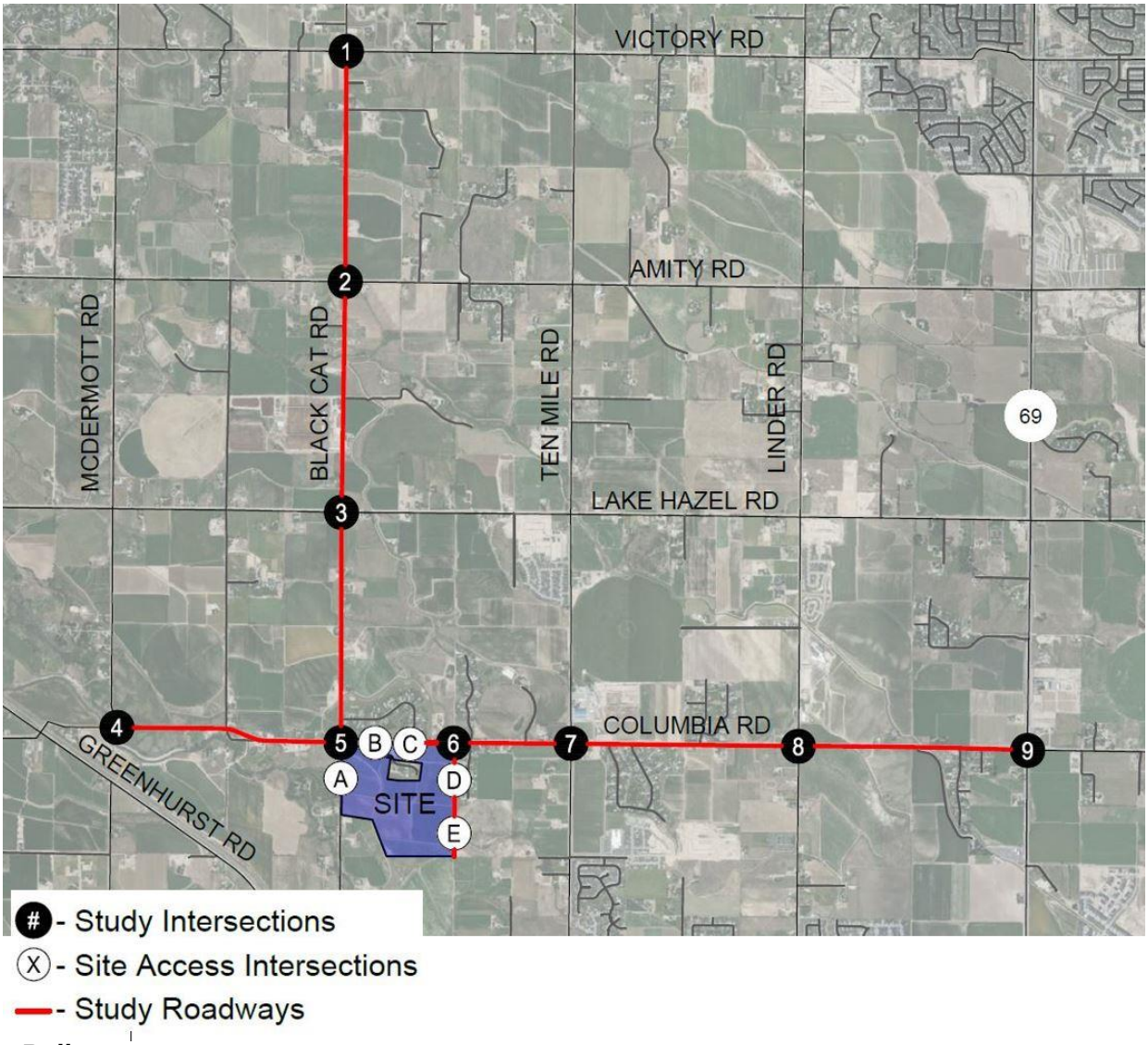
10. **Roadways to Bikeways Master Plan:** ACHD's Roadways to Bikeways Master Plan (BMP) was adopted by the ACHD Commission in May of 2009 and was update in 2018. The plan seeks to implement the Planned Bicycle Network to support bicycling as a viable transportation option for Ada County residents with a wide range of ages and abilities, maintain bicycle routes in a state of good repair in order to ensure they are consistently available for use, promote awareness of existing bicycle routes and features and support encouragement programs and to facilitate coordination and cooperation among local jurisdictions in implementing the Roadways to Bikeways Plan recommendations.

    The BMP identifies Black Cat Road and Columbia Road as Level 2 facilities that will be constructed as part of a future ACHD project. The BMP also identifies Level 1 facilities on the new collector roadways within the site. The applicant will construct the new collectors consistent with the MSM and the Roadways to Bikeways Master plan.

B. Traffic Findings for Consideration

1. **Trip Generation:** This development is estimated to generate 8,142 additional vehicle trips per day; 676 additional vehicle trips per hour in the PM peak hour, based on the traffic impact study.

2. **Traffic Impact Study**
Kittelson and Associates, Inc. prepared a traffic impact study for the proposed Gallica Heights Subdivision. The executive summary of the findings **as presented by Kittelson and Associates, Inc.** can be found as Attachment 3. The following executive summary is **not the opinion of ACHD staff**. ACHD has reviewed the submitted traffic impact study for consistency with ACHD policies and practices and may have additional requirements beyond what is noted in the summary. ACHD Staff comments on the submitted traffic impact study can be found below under staff comments.



a. **Policy:**
Mitigation Proposals: Mitigation recommendations shall be provided within the report. At a minimum, for each roadway segment and intersection that does not meet the minimum acceptable level of service planning threshold or v/c ratio, the report must discuss feasible measures to avoid or reduce the impact to the system. To be considered adequate, measures should be specific and feasible. Mitigation may also include:

- Revision to the Phasing Plan to coincide with the District's planning Capital Projects.

- Reducing the scope and/or scale of the project.

Alternative Mitigation Measures: 7106.7.3 states that if traditional mitigation measures such as roadway widening and intersection improvements are infeasible as determined by ACHD, the TIS may recommend alternative mitigation measures. Alternative mitigation measures shall demonstrate that impacts from the project will be offset.

- If the impacted roadway segments and/or intersections are programmed as funded in the Integrated Five Year Work Plan (IFYWP) or the Capital Improvements Plan (CIP); no alternative mitigation is required.
- If the impacted roadway segments and/or intersections are not programmed in either the IFYWP or the CIP; the applicant may (i) analyze the shoulder hour and (ii) provide a safety analysis to determine alternative mitigation requirements.
    - If the impacted roadway segments and intersections meet the minimum acceptable level of service planning thresholds in the shoulder hour the applicant may suggest feasible alternative mitigation such as: sidewalks, bike facilities, connectivity, safety improvements, etc. within 1.5 miles of the proposed development.
    - If the shoulder hour planning thresholds are exceeded the applicant may request to enter into a Development Agreement and pay into the Priority Corridor Fund an amount determined by the ACHD to offset impacts from the project.
- Alternative Mitigation may also include:
    - Revision to the Phasing Plan to coincide with the District's future Capital Projects.
    - Reducing the scope and/or scale of the project.

Level of Service Planning Thresholds: District Policy 7206.4.1 states that Level of Service Planning Thresholds have been established for principal arterials and minor arterials within ACHD's Capital Improvement Plan and are also listed in section 7106. Unless otherwise required to provide a Traffic Impact Study under section 7106, a proposed development with site traffic less than 10% of the existing downstream roadway or intersection peak hour traffic shall not be required to provide mitigation for a roadway or intersection that currently exceeds the minimum acceptable level of service planning threshold or V/C ratio.

b. Staff Comments/Recommendations: The TIS indicates all roadway segments and intersections are expected to operate at an acceptable level of service planning threshold during the existing AM and PM peak hours under existing traffic with the exception of the Black Cat Road/Amity Road intersection under existing traffic conditions.

The TIS indicated the following intersections and roadway segments exceed Level of Service (LOS) under existing traffic, 2025 background traffic and 2025 total traffic conditions. The percentage of site generated traffic under 2025 total traffic conditions in the PM peak hour is provided in parenthesis.

Intersections:

- Black Cat Road/ Victory Road (10%)
    - Multi-lane roundabout or interim 3 X 3 signal under existing traffic, 2025 background traffic and 2025 total traffic conditions

This intersection is listed in ACHD's CIP to be constructed as a multi-lane roundabout between 2031 and 2035. The TIS recommends this intersection be constructed as a multi-lane

roundabout or an interim 3 X 3 traffic signal be installed when the development generates 100 PM peak hour trips or equivalent to 99 units and 8,000 square feet of commercial.

Consistent with ACHD policy, a signal warrant analysis was completed for the intersection. The intersection analysis found that the intersection meets the 8 hour, 4 hour and peak hour warrants.

The applicant should be required to install an interim signal within the existing right-of-way at the intersection, prior to plan approval and ACHD's signature on the final plat that contains the 101st residential lot or the 1st commercial lot. Currently there is a sufficient amount of right-of-way for the installation of the interim signal, making this a feasible improvement. Additionally, the applicant will be required to obtain plan approval and enter into a signal agreement with ACHD.

The signal agreement should note that the intersection should be designed to provide a 3 X 3 intersection with three 12-foot wide travel lanes; one receiving lane, one dedicated left-turn lane, and one thru/right lane on each approach, that the applicant is responsible for all costs associated with the hardware, design, and installation of the interim signal, and that interim improvements are not eligible for reimbursement.

To ensure the Black Cat Road/ Victory Road intersection will be improved when warranted, the following items must be in place prior to plan acceptance for the final plat which contains the 101st residential lot or the 1st commercial lot.

- Signal Agreement
- Full design and approved plans for the intersection

As an alternative, the applicant may stop final platting and wait for ACHD to make the improvements listed in the CIP.

- Black Cat Road/ Amity Road (8%)
    - Multi-lane roundabout or a traffic signal under existing traffic, 2025 background traffic and 2025 total traffic conditions

This intersection is scheduled in ACHD's CIP to be constructed as a multi-lane roundabout between 2036 and 2040. The TIS recommends this intersection be constructed as a multi-lane roundabout or an interim 3 X 3 traffic signal be installed to accommodate existing traffic conditions. Consistent with ACHD policy, a signal warrant analysis was completed for the intersection. The intersection analysis found that the intersection meets the 8 hour, 4 hour and peak hour warrants. Although it is feasible to install an interim signal at this intersection, this intersection is scheduled for the construction of a multi-lane roundabout and consistent with District's Alternative Mitigation Policy, which states that no alternative mitigation is required if the impacted roadway segments and/or intersections are programmed as funded in the Integrated Five Year Work Plan (IFYWP) or the Capital Improvements Plan (CIP).

In addition, the proposed site traffic at this intersection will also be less than 10% of the 2025 total traffic. Therefore, consistent with District policy 7205.3.1 Level of Service Planning Threshold, which states, a proposed development with site traffic less than 10% of the existing downstream roadway or intersection peak hour traffic shall not be required to provide mitigation; no improvements are required at this intersection.

- Black Cat Road/ Columbia Road (20%)
    - Single-lane roundabout or 3 X 3 traffic signal under 2025 background traffic and 2025 total traffic conditions

This intersection is not programmed for improvements in ACHD's IFYWP or CIP. Consistent with District policy a signal warrant analysis was completed for this intersection. The intersection analysis found that the intersection meets the 8 hour, 4 hour and peak hour warrants. The TIS recommends this intersection be constructed as a single-lane roundabout or an interim 3 X 3 traffic signal be installed to accommodate 2025 background traffic conditions when the development generates 365 PM peak hour trips or equivalent to 365 units and 32,000 square feet of commercial.

To verify the assumptions of the TIS and to ensure that improvements are made, when necessary, to serve the site, the applicant should be required to submit an updated intersection analysis for the Black Cat Road/ Columbia Road intersection prior to ACHD's signature on the final plat that contains the 364th building lot. Additional improvements may be required based on the findings of the updated intersection analysis.

If it is determined through the analysis that a signal is warranted, then the applicant should be required to install an interim signal within the existing right-of-way at the intersection, prior to plan approval and ACHD's signature on the final plat that contains the 364th building lot. Currently there is a sufficient amount of right-of-way for the installation of the interim signal, making this a feasible improvement. Additionally, the applicant will be required to obtain plan approval and enter into a signal agreement with ACHD.

The signal agreement should note that the intersection should be designed to provide a 3 X 3 intersection with three 12-foot wide travel lanes; one receiving lane, one dedicated left-turn lane, and one thru/right lane on each approach, that the applicant is responsible for all costs associated with the hardware, design, and installation of the interim signal, and that interim improvements are not eligible for reimbursement.

To ensure the Black Cat Road/ Columbia Road intersection will be improved when warranted, the following items must be in place prior to plan acceptance for the final plat which contains the 364th building lot:

- Signal Agreement
- Full design and approved plans for the intersection

As an alternative, the applicant may stop final platting and wait for ACHD to make the improvements.

- Ten Mile Road/ Columbia Road (17%)
    - Dual-lane roundabout for 2025 background traffic and 2025 total traffic conditions
    - Construct a dedicated northbound right-turn lane for 2025 background traffic and 2025 total traffic conditions
    - Construct a dedicated eastbound right-turn lane for 2025 total traffic conditions

This intersection is scheduled as a funded project in the IFYWP to be constructed as a single-lane roundabout with the design year in 2025 and the construction date has not been determined. The TIS recommends this intersection be constructed as a multi-lane roundabout starting with 2025 background conditions or adding a dedicated northbound right-turn lane at the existing traffic signal for 2025 background conditions and adding an eastbound right-turn lane to the existing traffic signal for the 2025 total traffic conditions when the development generates 245 PM peak hour trips equivalent to 245 units and 21,000 square feet of commercial. Additionally, the TIS notes the intersection is not anticipated to operate acceptably if constructed as a single lane roundabout under 2025 total traffic conditions. The improvements to this intersection may not be feasible since there is not enough right-of-way for the construction of a

dual-lane roundabout and currently there are large irrigation structures located within the right-of-way prohibiting the construction of the northbound right-turn lane and the eastbound right-turn lane.

To verify the assumptions of the TIS and to ensure that improvements are made, when necessary to serve the site, the applicant should be required to submit an updated intersection analysis for the Ten Mile Road/Columbia Road intersection prior to ACHD's signature on the final plat that contains the 245th building lot. If additional right-of-way has been dedicated at this intersection staff will review the updated analysis and determine at that time what improvements may be required. Additional improvements may be required based on the findings of the updated intersection analysis.

- SH-69/ Columbia Road (5%)
    - Pay proportionate share to ITD for future Median U-Turn (MUT) intersection

Columbia Road is not programmed for any improvements in ACHD's CIP or the IFYWP. The northbound and southbound lanes are on SH-69 and under the jurisdiction of Idaho Transportation Department and ITD's current study identifies a future Median U-Turn (MUT) intersection at this location. The applicant should work with the City of Kuna and ITD to determine if additional improvements are necessary on SH-69 at this intersection.

- Linder Road/Columbia Road (15%)
    - Single lane roundabout for 2025 total traffic conditions
    - Add a dedicated northbound right-turn lane to existing signal for 2025 total traffic conditions

This intersection is not programmed for improvements in ACHD's IFYWP or CIP. The TIS recommends this intersection be constructed as a single lane roundabout or add a dedicated northbound right-turn lane to the existing signal to accommodate 2025 total traffic conditions when the development generates 465 PM peak hour trips equivalent to 465 units and 40,000 square feet of commercial. Because right-of-way dedication was required as part of ACHD's approval of Paloma Ridge located at the southeast corner of Linder Road and Columbia Road adding a northbound right-turn lane to the existing traffic signal is a feasible improvement. Due to the rapid development in the area and the site traffic at this intersection is 15%, the applicant should be required to construct a dedicated northbound right-turn lane on Linder Road prior to ACHD's approval of the final plat that contains the 465th building lot.

Roadway Segments:

- Columbia Road from McDermott Road to Black Cat Road (4%)
    - No mitigation proposed for 2025 background traffic and 2025 total traffic conditions

The roadway segment of Columbia Road from McDermott Road to Black Cat Road is not programmed for improvements in ACHD's IFYWP or CIP. Although this roadway segment exceeds ACHD's acceptable level of service planning thresholds for a 2-lane roadway under 2025 background traffic and 2025 total traffic conditions, the TIS does not recommend mitigation. The TIS notes that left-turn lanes are proposed mitigation for the Columbia Road/Black Cat Road intersection providing the three lanes needed to meet the planning level of service thresholds.

Consistent with ACHD's Alternative Mitigation Measures policy, the applicant submitted a shoulder hour analysis, and found that the roadway segment listed above is anticipated to operate at an acceptable level of service planning threshold during the shoulder hours. Under

this policy if a roadway segment is expected to meet the minimum acceptable level of service planning thresholds in the shoulder hour the applicant may suggest feasible alternative mitigation such as: sidewalks, bike facilities, connectivity, safety improvements, etc. within 1.5 miles of the proposed development.

The applicant's traffic engineer did not submit an alternative mitigation analysis per District Alternative Mitigation policy. Because this roadway segment is anticipated to operate at an acceptable level of service planning threshold during the shoulder hours, no mitigation is required.

In addition, the proposed site traffic at this intersection will be less than 10% of the 2025 total traffic conditions. Therefore, consistent with District policy 7205.3.1 Level of Service Planning Threshold, which states, a proposed development with site traffic less than 10% of the existing downstream roadway or intersection peak hour traffic shall not be required to provide mitigation; no improvements are required at this intersection for the road segment that is within ACHD right-of-way.

- Columbia Road from Black Cat Road to Ten Mile Road (26.7%)
    - No mitigation proposed for 2025 background traffic conditions
    - Widen to five lanes for 2025 total traffic conditions
- Columbia Road from Ten Mile Road to Linder Road (19.3%)
    - No mitigation proposed for 2025 background traffic conditions
    - Widen to five lanes for 2025 total traffic conditions
- Columbia Road from Linder Road to SH-69 (14.3%)
    - Widen to five lanes for 2025 background traffic and 2025 total traffic conditions

The three roadway segments along Columbia Road listed above are not programmed for improvements in ACHD's IFYWP or CIP. Although the roadway segments of Columbia Road from Black Cat Road to Linder Road exceed ACHD's acceptable level of service planning thresholds for a 2-lane roadway under 2025 background traffic, the TIS does not recommend mitigation under 2025 background traffic conditions. The TIS notes that left-turn lanes exist at the primary intersections providing the three lanes needed to meet the planning level of service thresholds.

The TIS does recommend Columbia Road from Black Cat Road to SH-69 be widened to 5-lanes to accommodate the 2025 total traffic conditions with the following thresholds:

- Columbia Road from Black Cat Road to Ten Mile Road-200 PM peak hour trips equivalent to 200 units and 17,000 square feet of commercial
- Columbia Road from Ten Mile Road to Linder Road-140 PM peak hour trips equivalent to 140 units and 12,000 square feet of commercial
- Columbia Road from Linder Road to SH-69-115 PM peak hour trips equivalent to 115 units and 10,000 square feet of commercial

Consistent with ACHD's Alternative Mitigation Measures policy, the applicant submitted a shoulder hour analysis, and found that the three roadway segments listed above are anticipated to operate at an acceptable level of service planning threshold during the shoulder hours under 2025 background traffic conditions. Under this policy if roadway segments are expected to meet the minimum acceptable level of service planning thresholds in the shoulder hour, the applicant may suggest feasible alternative mitigation such as: sidewalks, bike facilities,

connectivity, safety improvements, etc. within 1.5 miles of the proposed development. For 2025 total traffic conditions Columbia Road from Black Cat Road to Ten Mile Road is not anticipated to operate at an acceptable level of service in the PM shoulder hour and Columbia Road from Ten Mile Road to SH-69 is not anticipated to operate at an acceptable level of service in the shoulder hours.

The applicant's traffic engineer did not submit an alternative mitigation analysis for the three roadway segments listed above. Staff would typically recommend the applicant be required to improve Columbia Road from Black Cat Road to SH-69 since the site generated PM peak hour trips are anticipated to be greater than 10% of the total traffic entering the three roadway segments listed above under 2025 total traffic conditions in the PM peak hour. However, improvements to this roadway segment are not feasible since there is not enough right-of-way to allow for the recommended widening of Columbia Road to 5-lanes. No improvements are required for Columbia Road from Black Cat Road to SH-69.

Although the TIS recommends the widening of Columbia Road between Black Cat Road and SH-69 to 5-lanes, the Master Street Map (MSM) requires only 3-lanes for this segment of roadway. However, due to the land uses, a change to the MSM may be required in the future.

Turn Lanes:
The TIS notes turn lanes are warranted at the following locations:

- Site Access B/ Columbia Road
    - Eastbound right-turn lane
    - Westbound left-turn lane
- New Collector Roadway/ Columbia Road
    - Eastbound right-turn lane
    - Westbound left-turn lane
- McDermott Road/ Columbia Road (20%)
    - Westbound right-turn lane
    - Eastbound left-turn lane

The McDermott Road/Columbia Road intersection is not scheduled for improvements in the CIP or IFYWP. The TIS recommends a dedicated westbound right-turn lane and an eastbound left-turn lane on Columbia Road at the intersection with McDermott Road under 2025 background conditions; therefore, the turn lanes are not required because of this development. This intersection is constrained to the west due to the existing bridge crossing of the New York Canal preventing the construction of an eastbound left-turn lane. Because the proposed site traffic at this intersection is anticipated to be more than 10%, the applicant should be required to construct a westbound right-turn lane on Columbia Road within the existing right-of-way prior to plan approval and ACHD's signature on the first final plat.

Site Access Evaluation:

- Site Access A (Fessik Street), on Black Cat Road, a proposed local street located 810-feet south of Columbia Road. Turn lanes were not warranted at this access. The TIS notes this street meets spacing requirements, is needed to serve the western portion of the site, meets ACHD traffic volume planning thresholds, and is anticipated to operate acceptably as full access. Additionally, the TIS notes that if this access were removed Site Access C, D and E are anticipated to exceed ACHD's daily local threshold of 2,000

vehicles. Staff recommends approval of the location of the local street as it meets District policy.

- Site Access B, on Columbia Road, a proposed driveway to be located a minimum of 425-feet east of Black Cat Road and 425-feet west of an existing private road/driveway (Balivi Lane). The TIS notes an eastbound right-turn lane and westbound left turn-lane are warranted on Columbia Road, meets spacing requirements, will serve as the only access to the commercial portion of the site and is anticipated to operate acceptably as a full movement driveway.

  Although the TIS states this full-movement driveway meets spacing requirements, the driveway does not meet District Access Policy and Driveway Location policy which requires that access be taken from a lesser classified street and a full-movement driveway onto a minor arterial roadway should be located a minimum of 660-feet from an existing signalized or future signalized intersection. However, staff recommends approval of the driveway location onto Columbia Road because it provides sole access to the commercial portion of the site with fewer impacts to the residential portion of the development. The applicant should be required to restrict the driveway to right-in/right-out (RIRO) with the installation of a 6" raised median on Columbia Road at Site Access B. Because the driveway will be restricted to RIRO, the westbound left turn-lane is not required.

- Shayla Avenue, on Columbia Road, a proposed north/south mid-mile collector located 2600-feet east of Black Cat Road, 910-feet east of Saddle Bag Way, a local street, and 375-feet west of Old Farm Place, a local street. The TIS notes an eastbound right-turn lane and westbound left-turn lane are required on Columbia Road. The TIS notes this access does not meet ACHD spacing requirements; however, the following reasons should be considered to allow this location; this roadway is required to be constructed per the MSM, is needed to serve the site to reduce trips on the arterial roadways by providing access to the adjacent parcels as they develop in the future, provides additional access for emergency vehicles and is anticipated to operate acceptable as an unsignalized full access.

  Although the location does not meet District Roadway Offset policy, which requires collector roadways to offset a minimum of 660-feet from any other local streets, staff recommends approval of the proposed location, as it is designated on the MSM in this location and will align with Shayla Avenue proposed to be constructed within the previously approved Sabino's Rocky Ridge development located south of the site.

- Site Access D (Neo Street), on Shayla Avenue, a proposed local street located 545-feet south of Columbia Road. Turn lanes were not warranted at this access. The TIS notes this street meets spacing requirements, meets ACHD traffic volume planning thresholds, and is anticipated to operate acceptably as an unsignalized full access. Additionally, the TIS notes that if this access were removed, the daily traffic of Site Access B and Site Access C are anticipated to exceed ACHD's daily local threshold of 2,000 vehicles. Staff recommends approval of the location of the local street as it meets District policy.

- Site Access E (Atticus Street), on Shayla Avenue, a proposed local street located 1,580-feet south of Site Access D. Turn lanes were not warranted at this access. The TIS notes this street meets spacing requirements, meets ACHD traffic volume planning thresholds, and is anticipated to operate acceptably as an unsignalized full access. Additionally, the TIS notes if this access were removed, the daily traffic at Site Access C and Site Access D are anticipated to exceed ACHD's daily local threshold of 2,000 vehicles. Staff recommends approval of the location of the local street as it meets District policy.

3. Condition of Area Roadways

Traffic Count is based on Vehicles per hour (VPH)

Roadway	Frontage	Functional Classification	PM Peak Hour Traffic Count	PM Peak Hour Level of Service
Black Cat Road	1,661-feet	Minor Arterial	182	Better than "E"
Columbia Road	2,569-feet	Minor Arterial	375	Better than "E"

* Acceptable level of service for a two-lane minor arterial is "E" (575 VPH).
* Acceptable level of service for a three-lane minor arterial is "E" (720 VPH).

4. Average Daily Traffic Count (VDT)

Average daily traffic counts are based on ACHD's most current traffic counts.

- The average daily traffic count for Black Cat Road south of Columbia Road was 1,861 on December 17, 2019.
- The average daily traffic count for Columbia Road east of Black Cat Road was 5,625 on August 25, 2021.

C. Findings for Consideration

1. Black Cat Road/ Victory Road Intersection

The traffic impact study notes that 99 homes and 8,000 square feet of commercial could be built before the Black Cat Road/Victory Road intersection exceeds ACHD's acceptable level of service planning threshold.

The applicant should be required to install an interim signal within the existing right-of-way at the intersection, prior to plan approval and ACHD's signature on the final plat that contains the 101st residential lot or the 1st commercial lot. Additionally, the applicant will be required to obtain plan approval and enter into a signal agreement with ACHD.

The signal agreement should include requirements that the intersection should be designed to provide a 3 X 3 intersection with three 12-foot wide travel lanes; one receiving lane, one dedicated left-turn lane, and one thru/right lane on each approach, that the applicant is responsible for all costs associated with the hardware, design, and installation of the interim signal, and that interim improvements are not eligible for reimbursement.

In order to ensure the Black Cat Road/ Victory Road intersection will be improved when warranted, the following items must be in place prior to plan acceptance for the final plat which contains the 101st residential lot or the 1st commercial lot.

- Signal Agreement
- Full design and approved plans for the intersection

As an alternative, the applicant may stop final platting and wait for ACHD to make the improvements listed in the CIP.

2. Black Cat Road/ Columbia Road Intersection

The traffic impact study notes that 365 homes and 32,000 square feet of commercial can be built before the Black Cat Road/ Columbia Road intersection exceeds ACHD's acceptable level of service planning threshold. To ensure that improvements are made, when necessary, to serve the site, the applicant should be required to submit an updated intersection analysis for the Black Cat Road/ Columbia Road intersection prior to ACHD's signature on the final plat that contains the 364th building lot. Additional improvements may be required based on the findings of the updated intersection analysis.

If it is determined through the analysis that a signal is warranted, then the applicant should be required to install an interim signal within the existing right-of-way at the intersection, prior to plan approval and ACHD's signature on the final plat that contains the 364th building lot. Additionally, the applicant will be required to obtain plan approval and enter into a signal agreement with ACHD.

The signal agreement should note that the intersection should be designed to provide a 3 X 3 intersection with three 12-foot wide travel lanes; one receiving lane, one dedicated left-turn lane, and one thru/right lane on each approach, that the applicant is responsible for all costs associated with the hardware, design, and installation of the interim signal, and that interim improvements are not eligible for reimbursement.

To ensure the Black Cat Road/ Columbia Road intersection will be improved when warranted, the following items must be in place prior to plan acceptance for the final plat which contains the 364th building lot:

- Signal Agreement
- Full design and approved plans for the intersection

3. Ten Mile Road/ Columbia Road Intersection

The traffic impact study notes that 245 residential units and 21,000 square feet of commercial can be built before the Ten Mile Road/ Columbia Road intersection exceeds ACHD's acceptable level of service planning threshold.

To verify the assumptions of the TIS and to ensure that improvements are made, when necessary to serve the site, the applicant should be required to submit an updated intersection analysis for the Ten Mile Road/Columbia Road intersection prior to ACHD's signature on the final plat that contains the 245th building lot. If additional right-of-way has been dedicated at this intersection staff will review the updated analysis and determine at that time what improvements may be required. Additional improvements may be required based on the findings of the updated intersection analysis.

4. Linder Road/Columbia Road Intersection

Consistent with the finding and recommendations of the traffic impact study, the applicant should be required to construct a dedicated northbound right-turn lane on Linder Road at the intersection with Columbia Road prior to plan approval and ACHD's signature on the final plat that contains the 465th building lot. As part of ACHD's approval of Paloma Ridge located at the southeast corner of Linder Road and Columbia Road the dedication of right-of-way on Linder Road was required making this a feasible improvement.

5. Black Cat Road

a. Existing Conditions: Black Cat Road is improved with 2-travel lanes, 30-feet of pavement, and no curb, gutter or sidewalk abutting the site. There is 50 to 56-feet of right-of-way for Columbia Road (26 to 20-feet from centerline).

b. Policy:

Arterial Roadway Policy: District Policy 7205.2.1 states that the developer is responsible for improving all street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Master Street Map and Typology Policy: District Policy 7205.5 states that the design of improvements for arterials shall be in accordance with District standards, including the Master Street Map and Livable Streets Design Guide. The developer or engineer should contact the District before starting any design.

Street Section and Right-of Way Width Policy: District Policy 7205.2.1 & 7205.5.2 states that the standard 3-lane street section shall be 46-feet (back-of-curb to back-of-curb) within 70

feet of right-of-way. This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Right-of-Way Dedication: District Policy 7205.2 states that The District will provide compensation for additional right-of-way dedicated beyond the existing right-of-way along arterials listed as impact fee eligible in the adopted Capital Improvements Plan using available impact fee revenue in the Impact Fee Service Area.

No compensation will be provided for right-of-way on an arterial that is not listed as impact fee eligible in the Capital Improvements Plan.

The District may acquire additional right-of-way beyond the site-related needs to preserve a corridor for future capacity improvements, as provided in Section 7300.

Sidewalk Policy: District Policy 7205.5.7 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all arterial streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Frontage Improvements Policy: District Policy 7205.2.1 states that the developer shall widen the pavement to a minimum of 17-feet from centerline plus a 3-foot-wide gravel shoulder adjacent to the entire site. Curb, gutter and additional pavement widening may be required (See Section 7205.5.5).

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, arterial street requirements, and specific roadway features required through development. This segment of Black Cat Road is designated in the MSM as a Residential Arterial with 3-lanes and on-street bike lanes, a 46-foot street section within 78-feet of right-of-way.

c. Applicant Proposal: The applicant is proposing to dedicate additional right-of-way to total 40-feet from centerline of Black Cat Road abutting the site.

The applicant is proposing to construct Black Cat Road as ½ of a 36-foot wide arterial street section with vertical curb, gutter, an 8-foot wide planter strip and 8-foot wide detached concrete sidewalk abutting the site.

d. Staff Comments/Recommendations: Consistent with the Master Street Map (MSM), the applicant should be required to dedicate additional right-of-way to total 39-feet from centerline of Black Cat Road abutting the site. The applicant will not be compensated for the right-of-way dedication, as this segment of Black Cat Road is not programmed for improvements in ACHD's CIP.

The applicant's proposal to construct Black Cat Road as ½ of a 36-foot wide arterial street section with vertical curb, gutter, an 8-foot wide planter strip and 8-foot wide detached concrete sidewalk abutting the site exceeds District policy which requires 17-feet of pavement, a 3-foot wide gravel shoulder and 5-foot wide detached concrete sidewalk and should not be approved as proposed with the exception of the 8-foot wide detached concrete sidewalk.

The applicant should be required to improve Black Cat Road with 17-feet of pavement from centerline plus a 3-foot wide gravel shoulder and 8-foot wide detached concrete sidewalk abutting the site. The applicant should be required to locate the sidewalk a minimum of 32-feet from centerline of Black Cat Road abutting the site.

The applicant should be required to provide a permanent right-of-way easement for any sidewalk placed outside of the dedicated right-of-way to 2-feet behind the back of sidewalk. Sidewalk shall be located wholly within right-of-way or wholly within an easement.

6. Columbia Road

a. Existing Conditions: Columbia Road is improved with 2-travel lanes, 27-feet of pavement, and no curb, gutter or sidewalk abutting the site. There is 55-feet of right-of-way for Columbia Road (28-feet from centerline).

b. Policy:

Arterial Roadway Policy: District Policy 7205.2.1 states that the developer is responsible for improving all street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Master Street Map and Typology Policy: District Policy 7205.5 states that the design of improvements for arterials shall be in accordance with District standards, including the Master Street Map and Livable Streets Design Guide. The developer or engineer should contact the District before starting any design.

Street Section and Right-of Way Width Policy: District Policy 7205.2.1 & 7205.5.2 states that the standard 3-lane street section shall be 46-feet (back-of-curb to back-of-curb) within 70 feet of right-of-way. This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Right-of-Way Dedication: District Policy 7205.2 states that The District will provide compensation for additional right-of-way dedicated beyond the existing right-of-way along arterials listed as impact fee eligible in the adopted Capital Improvements Plan using available impact fee revenue in the Impact Fee Service Area.

No compensation will be provided for right-of-way on an arterial that is not listed as impact fee eligible in the Capital Improvements Plan.

The District may acquire additional right-of-way beyond the site-related needs to preserve a corridor for future capacity improvements, as provided in Section 7300.

Sidewalk Policy: District Policy 7205.5.7 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all arterial streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, arterial street requirements, and specific roadway features required through development. This segment of Columbia Road is designated in the

MSM as a Residential Arterial with 3-lanes and on-street bike lanes, a 46-foot street section within 74-feet of right-of-way.

Frontage Improvements Policy: District Policy 7205.2.1 states that the developer shall widen the pavement to a minimum of 17-feet from centerline plus a 3-foot-wide gravel shoulder adjacent to the entire site. Curb, gutter and additional pavement widening may be required (See Section 7205.5.5).

c. Applicant Proposal: The applicant is proposing to dedicate additional right-of-way to total 40-feet from centerline of Columbia Road abutting the site.

The applicant is proposing to construct Columbia Road as ½ of a 36-foot arterial street section with vertical curb, gutter, an 8-foot wide planter strip and 8-foot wide detached concrete sidewalk abutting the site.

d. Staff Comments/Recommendations: Consistent with the MSM the applicant should be required to dedicate 39-feet of right-of-way from the centerline of Columbia Road abutting the site. The applicant will not be compensated for this right-of-way dedication, as this segment of Columbia Road is not scheduled for improvements in ACHD's CIP.

The applicant's proposal to construct Columbia Road as ½ of a 36-foot wide arterial street section with vertical curb, gutter, an 8-foot wide planter strip and 8-foot wide detached concrete sidewalk abutting the site exceeds District policy which requires 17-feet of pavement, a 3-foot wide gravel shoulder and 5-foot wide detached concrete sidewalk and should not be approved as proposed with the exception of the 8-foot wide detached concrete sidewalk.

The applicant should be required to improve Columbia Road with 17-feet of pavement from centerline plus a 3-foot wide gravel shoulder and 8-foot wide detached concrete sidewalk abutting the site. The applicant should be required to locate the sidewalk a minimum of 32-feet from centerline of Black Cat Road abutting the site.

The applicant should be required to provide a permanent right-of-way easement for any sidewalk placed outside of the dedicated right-of-way to 2-feet behind the back of sidewalk. Sidewalk shall be located wholly within right-of-way or wholly within an easement.

Consistent with the findings and recommendations of the traffic impact study, the applicant should be required to construct an eastbound right-turn lane and a westbound left turn-lane on Columbia Road when Shayla Avenue, a proposed collector roadway located at the site's east property line is constructed to intersect Columbia Road. Coordinate the design of the turn lanes with ACHD's Development Review staff.

7. Shayla Avenue – North/South Mid-Mile Collector

a. Existing Conditions: There are no collector roadways within the site.

b. Policy:

Collector Street Policy: District policy 7206.2.1 states that the developer is responsible for improving all collector frontages adjacent to the site or internal to the development as required below, regardless of whether access is taken to all of the adjacent streets.

Master Street Map and Typologies Policy: District policy 7206.5 states that if the collector street is designated with a typology on the Master Street Map, that typology shall be considered for the required street improvements. If there is no typology listed in the Master Street Map, then standard street sections shall serve as the default.

Street Section and Right-of-Way Policy: District policy 7206.5.2 states that the standard right-of-way width for collector streets shall typically be 50 to 70-feet, depending on the location and width of the sidewalk and the location and use of the roadway. The right-of-way width may be reduced, with District approval, if the sidewalk is located within an easement; in which case

the District will require a minimum right-of-way width that extends 2-feet behind the back-of-curb on each side.

The standard street section shall be 46-feet (back-of-curb to back-of-curb). This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Residential Collector Policy: District policy 7206.5.2 states that the standard street section for a collector in a residential area shall be 36-feet (back-of-curb to back-of-curb). The District will consider a 33-foot or 29-foot street section with written fire department approval and taking into consideration the needs of the adjacent land use, the projected volumes, the need for bicycle lanes, and on-street parking.

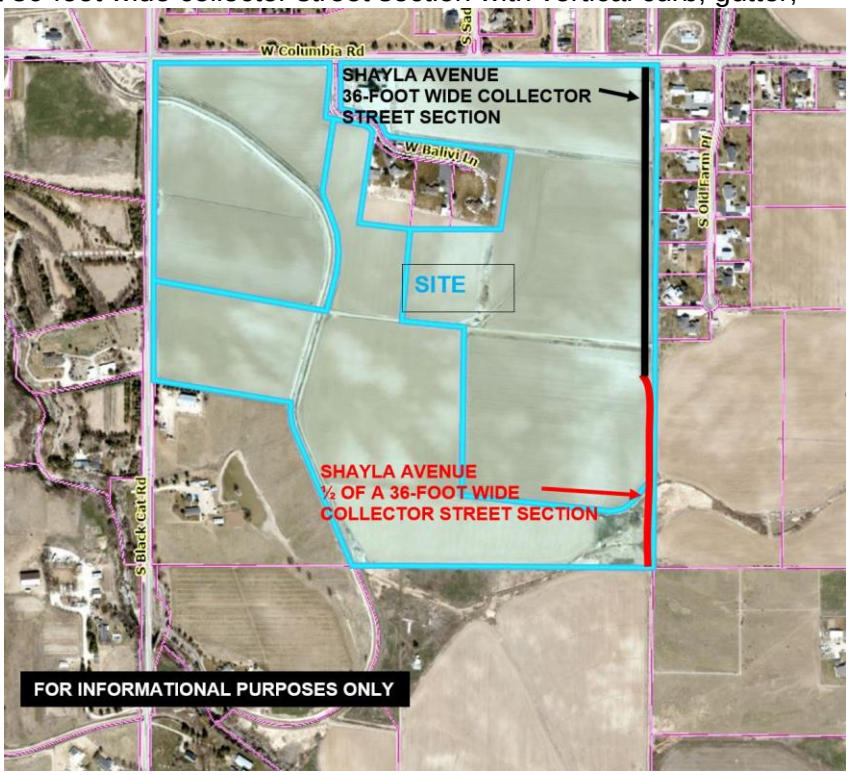
Sidewalk Policy: District policy 7206.5.6 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all collector streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, collector street requirements, and specific roadway features required through development. A new collector roadway was identified on the MSM with the street typology of Residential Collector. The new collector roadway should align with Mason Creek Street on the east side of Ten Mile Road and continue through the property stubbing to the east. The Residential Collector typology as depicted in the Livable Street Design Guide recommends a 2-lane roadway with bike lanes, and on street parking, a 36-foot street section within 54-feet of right-of-way.

c. Applicant Proposal: Because of the existing residential development, Homestead Subdivision, located directly adjacent to the east of the site, the applicant is proposing to shift the entrance portion of Shayla Avenue approximately 20-feet to the west and is proposing to construct Shayla Avenue from Columbia Road to the south along the site's east property line for approximately 1,619-feet as a 36-foot wide collector street section with vertical curb, gutter, a 6-foot wide planter strip and a portion of the 8-foot wide detached concrete sidewalk within 56-feet of right-of-way.



The applicant is proposing to construct the remaining portion of Shayla Avenue abutting the site's east property line to the south to intersect the proposed east/west collector street, Wing Way Avenue, located at the site's south property line as ½ of a 36-foot wide collector street section with vertical curb, gutter, a 6-foot wide planter strip and a portion of the 8-foot wide detached concrete sidewalk within 50-feet of right-of-way on the west side of the roadway plus 16-feet of additional pavement on the and a 6-foot wide borrow ditch on the east side of the roadway.

d. Staff Comments/Recommendations: The applicant's proposal to construct Shayla Avenue from Columbia Road to the south along the site's east property line for approximately 1,619-feet as a 36-foot wide collector street section with vertical curb, gutter, a 6-foot wide planter strip and 8-foot wide detached concrete sidewalk meets District policy and should be approved as proposed.

The applicant's proposal to construct the remaining portion of Shayla Avenue abutting the site's east property line to the south to intersect the proposed east/west collector street, Wing Way Avenue, located at the site's south property line as ½ of a 36-foot wide collector street section with vertical curb, gutter, a 6-foot wide planter strip and 8-foot wide detached concrete sidewalk on the west side of the roadway plus 16-feet of additional pavement and a 6-foot wide borrow ditch on the east side of the roadway meets District policy and should be approved with the exception of the 16-feet of additional pavement and a 6-foot wide borrow ditch on the east side of the roadway.

The applicant should be required to improve the east side of Shayla Avenue with 12-feet of additional pavement widening beyond the centerline of the roadway plus a 3-foot wide gravel shoulder and barrow ditch sized to accommodate the roadway storm runoff. Dedicate right-of-way to extend to 2-feet behind back of sidewalk on the west side and to 2-feet behind back of barrow ditch on the east side.

For detached sidewalk, the applicant may reduce the right-of-way width to 2-feet behind back of curb and provide a permanent right-of-way easement that extends from the right-of-way line to 2-feet behind back of sidewalk. Sidewalk shall be located wholly within right-of-way or wholly within an easement.

8. Wing Over Way-East/West Mid-Mile Collector

a. Existing Conditions: There are no collector roads within the site.

b. Policy:

Collector Street Policy: District policy 7206.2.1 states that the developer is responsible for improving all collector frontages adjacent to the site or internal to the development as required below, regardless of whether access is taken to all of the adjacent streets.

Master Street Map and Typologies Policy: District policy 7206.5 states that if the collector street is designated with a typology on the Master Street Map, that typology shall be considered for the required street improvements. If there is no typology listed in the Master Street Map, then standard street sections shall serve as the default.

Street Section and Right-of-Way Policy: District policy 7206.5.2 states that the standard right-of-way width for collector streets shall typically be 50 to 70-feet, depending on the location and width of the sidewalk and the location and use of the roadway. The right-of-way width may be reduced, with District approval, if the sidewalk is located within an easement; in which case the District will require a minimum right-of-way width that extends 2-feet behind the back-of-curb on each side.

The standard street section shall be 46-feet (back-of-curb to back-of-curb). This width typically accommodates a single travel lane in each direction, a continuous center left-turn lane, and bike lanes.

Residential Collector Policy: District policy 7206.5.2 states that the standard street section for a collector in a residential area shall be 36-feet (back-of-curb to back-of-curb). The District will consider a 33-foot or 29-foot street section with written fire department approval and taking into consideration the needs of the adjacent land use, the projected volumes, the need for bicycle lanes, and on-street parking.

Sidewalk Policy: District policy 7206.5.6 requires a concrete sidewalk at least 5-feet wide to be constructed on both sides of all collector streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Half Street Policy: District Policy 7207.2.2 required improvements shall consist of pavement widening to one-half the required width, including curb, gutter and concrete sidewalk (minimum 5-feet), plus 12-feet of additional pavement widening beyond the centerline established for the street to provide an adequate roadway surface, with the pavement crowned at the ultimate centerline. A 3-foot-wide gravel shoulder and a borrow ditch sized to accommodate the roadway storm runoff shall be constructed on the unimproved side.

ACHD Master Street Map: ACHD Policy Section 3111.1 requires the Master Street Map (MSM) guide the right-of-way acquisition, collector street requirements, and specific roadway features required through development. A new collector roadway was identified on the MSM with the street typology of Residential Collector. The new collector roadway should align with Mason Creek Street on the east side of Ten Mile Road to the east of the site and continue along

the site's north property line stubbing to the west. The Residential Collector typology as depicted in the Livable Street Design Guide recommends a 2-lane roadway with bike lanes, a 36-foot street section within 54-feet of right-of-way.

c. Applicant Proposal: The applicant is proposing to construct Wing Over Way as ½ of a 36-foot wide collector street section with vertical curb, gutter and a portion of an 8-foot wide detached concrete sidewalk within 25-feet of right-of-way on the north side of the roadway and 16-feet of additional pavement and a 6-foot wide barrow ditch on the south side of the roadway outside of the right-of-way.

d. Staff Comments/Recommendations: The applicant's proposal to construct Wing Over Way as ½ of a 36-foot wide collector street section with vertical curb, gutter, a 6-foot wide planter strip and 8-foot wide detached concrete sidewalk on the north side of the roadway plus 16-feet of additional pavement and a 6-foot wide barrow ditch on the south side of the roadway meets District policy and should be approved with the exception of the 16-feet of additional pavement and a 6-foot wide borrow ditch on the south side of the roadway.

The applicant should be required to improve the south side of Wing Over Way with 12-feet of additional pavement widening beyond the centerline of the roadway plus a 3-foot wide gravel shoulder and barrow ditch sized to accommodate the roadway storm runoff. Dedicate right-of-way to extend to 2-feet behind back of sidewalk on the west side and to 2-feet behind back of borrow ditch on the east side.

OR

If the southern half of Wing Over Way has been constructed as required by the Sabino's Rocky Ridge development, then the applicant should be required to complete Wing Over Way as a 36-foot wide collector street section with vertical curb, gutter and 7-foot wide attached or 5-foot wide detached concrete sidewalk on the north side of the roadway.

The applicant should coordinate with the Sabino's Rocky Ridge development located directly adjacent to the south and southeast of the site regarding the construction of Wing Over Way if the two applicants would like to each share the construction costs. ACHD will not coordinate cost sharing.

The applicant should be required to submit a road trust deposit to ACHD in the amount of $232,000 for the construction of their portion of the bridge crossing over Ridenbaugh High Line Canal when Wing Over Way is extended to the west in the future.

For detached sidewalk, the applicant may reduce the right-of-way width to 2-feet behind back of curb and provide a permanent right-of-way easement that extends from the right-of-way line to 2-feet behind back of sidewalk. Sidewalk shall be located wholly within right-of-way or wholly within an easement.

9. Internal Local Streets

a. Existing Conditions: There are no local streets within the site.

b. Policy:

Local Roadway Policy: District Policy 7207.2.1 states that the developer is responsible for improving all local street frontages adjacent to the site regardless of whether or not access is taken to all of the adjacent streets.

Street Section and Right-of-Way Policy: District Policy 7207.5 states that right-of-way widths for all local streets shall generally not be less than 47-feet wide and that the standard street section shall be 33-feet (back-of-curb to back-of-curb).

Standard Urban Local Street—33-foot Street Section and Right-of-way Policy: District Policy 7207.5.2 states that the standard street section shall be 33-feet (back-of-curb to back-of-

curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 47-feet of right-of-way.

For the City of Kuna and City of Star: Unless otherwise approved by Kuna or Star, the standard street section shall be 36-feet (back-of-curb to back-of-curb) for developments with any buildable lot that is less than 1 acre in size. This street section shall include curb, gutter, and minimum 5-foot wide concrete sidewalks on both sides and shall typically be constructed within 50-feet of right-of-way.

Continuation of Streets Policy: District Policy 7207.2.4 states that an existing street, or a street in an approved preliminary plat, which ends at a boundary of a proposed development shall be extended in that development. The extension shall include provisions for continuation of storm drainage facilities. Benefits of connectivity include but are not limited to the following:

- Reduces vehicle miles traveled.
- Increases pedestrian and bicycle connectivity.
- Increases access for emergency services.
- Reduces need for additional access points to the arterial street system.
- Promotes the efficient delivery of services including trash, mail and deliveries.
- Promotes appropriate intra-neighborhood traffic circulation to schools, parks, neighborhood commercial centers, transit stops, etc.
- Promotes orderly development.

Sidewalk Policy: District Policy 7207.5.7 states that five-foot wide concrete sidewalk is required on both sides of all local street, except those in rural developments with net densities of one dwelling unit per 1.0 acre or less, or in hillside conditions where there is no direct lot frontage, in which case a sidewalk shall be constructed along one side of the street. Some local jurisdictions may require wider sidewalks.

The sidewalk may be placed next to the back-of-curb. Where feasible, a parkway strip at least 8-feet wide between the back-of-curb and the street edge of the sidewalk is recommended to provide increased safety and protection of pedestrians and to allow for the planting of trees in accordance with the District's Tree Planting Policy. If no trees are to be planted in the parkway strip, the applicant may submit a request to the District, with justification, to reduce the width of the parkway strip.

Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

A permanent right-of-way easement shall be provided if public sidewalks are placed outside of the dedicated right-of-way. The easement shall encompass the entire area between the right-of-way line and 2-feet behind the back edge of the sidewalk. Sidewalks shall either be located wholly within the public right-of-way or wholly within an easement.

Cul-de-sac Streets Policy: District policy 7207.5.8 requires cul-de-sacs to be constructed to provide a minimum turning radius of 50-feet; in rural areas or for temporary cul-de-sacs the emergency service providers may require a greater radius. Landscape and parking islands may be constructed in turnarounds if a minimum 29-foot street section is constructed around the island. The pavement width shall be sufficient to allow the turning around of a standard AASHTO SU design vehicle without backing. The developer shall provide written approval from the appropriate fire department for this design element.

The District will consider alternatives to the standard cul-de-sac turnaround on a case-by-case basis. This will be based on turning area, drainage, maintenance considerations and the written approval of the agency providing emergency fire service for the area where the development is located.

c. Applicant's Proposal: The applicant is proposing to construct the internal local streets as 36-foot wide street sections with curb, gutter and 5-foot wide attached concrete sidewalk within 50-feet of right-of-way.

The applicant is proposing to construct a cul-de-sac turnaround at the terminus of Gump Place and Lebowski Court.

The applicant is proposing to construct 4 knuckles throughout the site.

d. Staff Comments/Recommendations: The applicant's proposal to construct the internal local streets as 36-foot wide street sections meet District policy and should be approved, as proposed.

The applicant should be required to construct the proposed cul-de-sacs with a minimum turning radius of 50-feet at the terminus of Gump Place and Lebowski Court.

The applicant's proposal to construct 4 knuckles throughout the site meets District policy and should be approved, as proposed.

10. Roadway Offsets

a. Existing Conditions: There are no roadways within the site.

b. Policy:

Local Street Intersection Spacing on Minor Arterials: District policy 7205.4.3 states that new local streets should not typically intersect arterials. Local streets should typically intersect collectors. If it is necessary, as determined by ACHD, for a local street to intersect an arterial, the minimum allowable offset shall be 660-feet as measured from all other existing roadways as identified in Table 1a (7205.4.6).

Collector Offset Policy: District policy 7205.4.2 states that the optimum spacing for new signalized collector roadways intersecting minor arterials is one half-mile.

District policy 7206.4.2 states that the preferred spacing for new collectors intersecting existing collectors is ¼ mile to allow for adequate signal spacing and alignment.

District policy 7206.4.5, states that the preferred spacing for a new local street intersecting a collector roadway to align or offset a minimum of 330-feet from any other street (measured centerline to centerline).

Local Offset Policy: District policy 7207.4.2, requires local roadways to align or provide a minimum offset of 125-feet from any other street (measured centerline to centerline).

c. Applicant's Proposal: The applicant is proposing to construct one new local street, Fezzik Street, to intersect Black Cat Road, a minor arterial, located 830-feet south of Columbia Road.

The applicant is proposing to construct one new collector street, Shayla Avenue to intersect the following roadways,

- Columbia Road, a minor arterial, located 2,580-feet east of Black Cat Road and 375-feet west of Old Farm Place, a local street
- Wing Over Way, a proposed collector street, located 2,560-feet east of Black Cat Road

The applicant is proposing to construct one new collector street, Wing Over Way, to intersect the proposed collector street, Shayla Avenue, located 2,630-feet south of Columbia Road.

The applicant is proposing to construct two new local streets to intersect the proposed collector street, Shayla Avenue, located as follows:

- Neo Street, located 545-feet south of Columbia Road
- Atticus Street, located 2,125-feet south of Columbia Road

The applicant is proposing to construct one new local street, Hook Avenue, to intersect the proposed collector street, Wing Over Way, located 750-feet west of a proposed collector street, Shayla Avenue and in alignment with the approved local street onto Wing Over Way approved as part of Sabino's Rocky Ridge development located on the south side of Wing Over Way across from the site.

The applicant is proposing to construct the internal local streets to align or offset a minimum of 125-feet.

d. Staff Comments/Recommendations: The applicant's proposal to construct one new local street, Fezzik Street, to intersect Black Cat Road, a minor arterial, located 830-feet south of Columbia Road meets District policy and should be approved, as proposed.

The applicant's proposal to construct a new collector street, Shayla Avenue to intersect Columbia Road, located 2,580-feet east of Black Cat Road and 375-feet west of Old Farm Place does not meet District Local Street Intersection Spacing on Minor Arterials which states the preferred spacing of a collector street from a local street is a minimum of 660-feet. Staff recommends approval of the location as the collector roadway is required to be constructed consistent with the Master Street Map.

The applicant's proposal to construct a new collector street, Shayla Avenue, to intersect the proposed collector street, Wing Over Way, located 2,560-feet east of Black Cat Road meets District policy and should be approved, as proposed.

The applicant's proposal to construct a new collector street, Wing Over Way, to intersect the proposed collector street, Shayla Avenue, located 2,630-feet south of Columbia Road meets District policy and should be approved, as proposed.

The applicant's proposal to construct two new local streets to intersect the proposed collector street, Shayla Avenue, meets District policy and should be approved as proposed, located as follows:

- Neo Street, located 545-feet south of Columbia Road
- Atticus Street, located 2,125-feet south of Columbia Road

The applicant's proposal to construct one new local street, Hook Avenue, to intersect the proposed collector street, Wing Over Way, located 750-feet west of a proposed collector street, Shayla Avenue and in alignment with the approved local street onto Wing Over Way approved as part of Sabino's Rocky Ridge development located on the south side of Wing Over Way across from the site meets District policy and should be approved, as proposed.

The applicant's proposal to construct the internal local streets to align or offset a minimum of 125-feet meets District policy and should be approved, as proposed.

11. Stub Streets

a. Existing Conditions: As part of ACHD's approval of Sabino's Rocky Ridge there is one collector street, Shayla Avenue to stub to the site's west property line.

b. Policy:

Stub Street Policy: District policy 7206.2.4.3 states that stub streets will be required to provide circulation or to provide access to adjoining properties. Stub streets will conform with the requirements described in Section 7206.2.4, except a temporary cul-de-sac will not be required if the stub street has a length no greater than 150-feet. A sign shall be installed at the terminus of the stub street stating that "THIS IS A DESIGNATED COLLECTOR ROADWAY. THIS STREET WILL BE EXTENDED AND WIDENDED IN THE FUTURE."

In addition, stub streets must meet the following conditions:

- A stub street shall be designed to slope towards the nearest street intersection within the proposed development and drain surface water towards that intersection; unless an alternative storm drain system is approved by the District.
- The District may require appropriate covenants guaranteeing that the stub street will remain free of obstructions.

Temporary Dead End Streets Policy: District policy 7206.2.4.4 requires that the design and construction for cul-de-sac streets shall apply to temporary dead end streets. The temporary cul-de-sac shall be paved and shall be the dimensional requirements of a standard cul-de-sac. The developer shall grant a temporary turnaround easement to the District for those portions of the cul-de-sac which extend beyond the dedicated street right-of-way. In the instance where a temporary easement extends onto a buildable lot, the entire lot shall be encumbered by the easement and identified on the plat as a non-buildable lot until the street is extended.

c. Applicant's Proposal: The applicant is proposing to construct two collector streets as stub streets located as follows:

- Shayla Avenue, to stub to the south located at the site's south property line and in alignment with the approved stub street to the site's south property line as part of ACHD's approval of Sabino's Rocky Ridge
- Wing Over Way, to stub to the west located at the site's south property line

d. Staff Comments/Recommendations: The applicant's proposal to construct a collector street, Wing Over Way, to stub to the west and Shayla Avenue to stub to the south meets District policy and should be approved, as proposed.

The applicant should be required to install a sign at the terminus of both stub streets stating, "THIS IS A DESIGNATED COLLECTOR ROADWAY. THIS STREET WILL BE EXTENDED AND WIDENDED IN THE FUTURE."

If Shayla Avenue has been constructed to the site's south property line as part of ACHD's approval of Sabino's Rocky Ridge then the applicant should not be required to install a sign at the terminus of Shayla Avenue. A temporary turnaround is not required at the terminus of Shayla Avenue as it does not extend greater than 150-feet.

The applicant should be required to construct a temporary cul-de-sac with the dimensions of a standard cul-de-sac at the terminus of Wing Over Way, as it extends greater in length than 150-feet. The developer shall grant a temporary turnaround easement to the District for those portions of the cul-de-sac which extend beyond the dedicated street right-of-way. In the instance where a temporary easement extends onto a buildable lot, the entire lot shall be encumbered by the easement and identified on the plat as a non-buildable lot until the street is extended.

12. Driveways

12.1 Black Cat Road

a. Existing Conditions: There are five existing unimproved driveways from the site onto Black Cat Road located 203, 232, 815, 1,167 and 1,681-feet south of Columbia Road (measured centerline-to-centerline).

b. Policy:

Access Points Policy: District Policy 7205.4.1 states that all access points associated with development applications shall be determined in accordance with the policies in this section and Section 7202. Access points shall be reviewed only for a development application that is being considered by the lead land use agency. Approved access points may be relocated and/or restricted in the future if the land use intensifies, changes, or the property redevelops.

Access Policy: District policy 7205.4.6 states that direct access to minor arterials is typically prohibited. If a property has frontage on more than one street, access shall be taken from the street having the lesser functional classification. If it is necessary to take access to the higher classified street due to a lack of frontage, the minimum allowable spacing shall be based on Table 1a under District policy 7205.4.6, unless a waiver for the access point has been approved by the District Commission.

Driveway Location Policy: District policy 7205.4.5 requires driveways located on minor arterial roadways from a signalized intersection with a single left turn lane shall be located a minimum of 330-feet from the nearest intersection for a right-in/right-out only driveway and a minimum of 660-feet from the intersection for a full-movement driveway.

District policy 7205.4.5 requires driveways located on minor arterial roadways from a signalized intersection with a dual left turn lane shall be located a minimum of 330-feet from the nearest intersection for a right-in/right-out only driveway and a minimum of 710-feet from the intersection for a full-movement driveway.

Successive Driveways: District policy 7205.4.6 Table 1a, requires driveways located on minor arterial roadways with a speed limit of 50 MPH to align or offset a minimum of 425-feet from any existing or proposed driveway.

Driveway Width Policy: District policy 7205.4.8 restricts high-volume driveways (100 VTD or more) to a maximum width of 36-feet and low-volume driveways (less than 100 VTD) to a maximum width of 30-feet. Curb return type driveways with 30-foot radii will be required for high-volume driveways with 100 VTD or more. Curb return type driveways with 15-foot radii will be required for low-volume driveways with less than 100 VTD.

Driveway Paving Policy: Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7205.4.8, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway and install pavement tapers in accordance with Table 2 under District Policy 7205.4.8.

Cross Access Easements/Shared Access Policy: District Policy 7202.4.1 states that cross access utilizes a single vehicular connection that serves two or more adjoining lots or parcels so that the driver does not need to re-enter the public street system.

c. Applicant's Proposal: The applicant is proposing to close the five existing unimproved driveways onto Black Cat Road with sidewalk, landscaping and fencing.

d. Staff Comments/Recommendations: The applicant's proposal to close the five existing unimproved driveways onto Black Cat Road with sidewalk, landscaping and fencing meets District policy and should be approved, as proposed.

12.2 Columbia Road

a. Existing Conditions: There are two existing unimproved driveways from the site onto Columbia Road located 823 and 1,266-feet east of Black Cat Road (measured centerline-to-centerline).

b. Policy:

Access Points Policy: District Policy 7205.4.1 states that all access points associated with development applications shall be determined in accordance with the policies in this section and Section 7202. Access points shall be reviewed only for a development application that is being considered by the lead land use agency. Approved access points may be relocated and/or restricted in the future if the land use intensifies, changes, or the property redevelops.

Access Policy: District policy 7205.4.6 states that direct access to minor arterials is typically prohibited. If a property has frontage on more than one street, access shall be taken from the street having the lesser functional classification. If it is necessary to take access to the higher classified street due to a lack of frontage, the minimum allowable spacing shall be based on Table 1a under District policy 7205.4.6, unless a waiver for the access point has been approved by the District Commission.

Driveway Location Policy: District policy 7205.4.5 requires driveways located on minor arterial roadways from a signalized intersection with a single left turn lane shall be located a minimum of 330-feet from the nearest intersection for a right-in/right-out only driveway and a minimum of 660-feet from the intersection for a full-movement driveway.

District policy 7205.4.5 requires driveways located on minor arterial roadways from a signalized intersection with a dual left turn lane shall be located a minimum of 330-feet from the nearest intersection for a right-in/right-out only driveway and a minimum of 710-feet from the intersection for a full-movement driveway.

Successive Driveways: District policy 7205.4.6 Table 1a, requires driveways located on minor arterial roadways with a speed limit of 50 MPH to align or offset a minimum of 425-feet from any existing or proposed driveway.

Driveway Width Policy: District policy 7205.4.8 restricts high-volume driveways (100 VTD or more) to a maximum width of 36-feet and low-volume driveways (less than 100 VTD) to a maximum width of 30-feet. Curb return type driveways with 30-foot radii will be required for high-volume driveways with 100 VTD or more. Curb return type driveways with 15-foot radii will be required for low-volume driveways with less than 100 VTD.

Driveway Paving Policy: Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7205.4.8, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway and install pavement tapers in accordance with Table 2 under District Policy 7205.4.8.

Cross Access Easements/Shared Access Policy: District Policy 7202.4.1 states that cross access utilizes a single vehicular connection that serves two or more adjoining lots or parcels so that the driver does not need to re-enter the public street system.

c. Applicant's Proposal: The applicant is proposing to close the two existing driveways onto Columbia Road with sidewalk, landscaping and fencing.

The applicant is not showing a driveway on the site plan for the commercial lot that is located at the northwest corner of the site and the applicant states the driveway location will be determined when the commercial lot develops in the future. However, the TIS did analyze a full access driveway onto Columbia Road located 475-feet east of Black Cat Road and 475-feet east of a private road/driveway and states this driveway is anticipated to operate acceptably as

a full movement driveway, meets ACHD spacing requirements, will serve only the commercial portion of the site and a driveway onto Columbia Road is the only feasible location.

d. Staff Comments/Recommendations: The applicant's proposal to close the two existing unimproved driveways onto Columbia Road with sidewalk, landscaping and fencing meets District policy and should be approved, as proposed.

Although the TIS states this full-movement driveway that was analyzed onto Columbia Road meets spacing requirements, the driveway does not meet District Access Policy and Driveway Location policy which requires that access be taken from a lesser classified street and a full-movement driveway onto a minor arterial roadway should be located a minimum of 660-feet from a future signalized intersection. However, staff recommends approval of a driveway onto Columbia Road because it provides sole access to the commercial portion of the site with fewer impacts to the residential portion of the development. The applicant should be required to construct the driveway as a 36-foot wide curb return type driveway located a minimum of 330-feet east of the Columbia Road/ Black Cat Road intersection and a minimum of 425-feet west of the existing private road/driveway (Balivi Lane). The applicant should be required to restrict the driveway to right-in/right-out with the installation of a 6" raised median on Columbia Road at Site Access B. If this portion of the site does not remain commercial, then the applicant should be required to provide access from within the site.

Consistent with the findings and recommendations of the traffic impact study, the applicant should be required to construct an eastbound right-turn lane on Columbia Road when this driveway is constructed to intersect Columbia Road. Coordinate the design of the turn lane with ACHD's Development Review staff.

12.3 Internal Local Streets

a. Existing Conditions: There are no local streets within the site.

b. Policy:

Driveway Location Policy: District policy 7207.4.1 requires driveways near intersections to be located a minimum of 75-feet (measured centerline-to-centerline) from the nearest local street intersection, and 150-feet from the nearest collector or arterial street intersection.

Successive Driveways: District Policy 7207.4.1 states that successive driveways away from an intersection shall have no minimum spacing requirements for access points along a local street, but the District does encourage shared access points where appropriate.

Driveway Width Policy: District policy 7207.4.3 states that where vertical curbs are required, residential driveways shall be restricted to a maximum width of 20-feet and may be constructed as curb-cut type driveways.

Driveway Paving Policy: Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7207.4.3, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway.

c. Applicant's Proposal: The applicant is proposing to construct thirteen 24-foot wide driveways (twelve are shared driveways) onto local streets throughout the site, shown in pink below.

d. Staff Comments/Recommendations: The applicant's proposal to construct thirteen 24-foot wide driveways onto local streets throughout the site meets District policy and should be approved, as proposed.

13. Private Roads

a. Existing Conditions: There are no existing private roads within the site.

b. Private Road Policy: District policy 7212.1 states that the lead land use agencies in Ada County establish the requirements for private streets. The District retains authority and will review the proposed intersection of a private and public street for compliance with District intersection policies and standards. The private road should have the following requirements:

- Designed to discourage through traffic between two public streets,
- Graded to drain away from the public street section, and
- If a private road is gated, the gate or keypad (if applicable) shall be located a minimum of 50-feet from the near edge of the intersection and a turnaround shall be provided.

Driveway Location Policy: District policy 7207.4.1 requires driveways near intersections to be located a minimum of 75-feet (measured centerline-to-centerline) from the nearest local street intersection, and 150-feet from the nearest collector or arterial street intersection.

Successive Driveways: District Policy 7207.4.1 states that successive driveways away from an intersection shall have no minimum spacing requirements for access points along a local street, but the District does encourage shared access points where appropriate.

Driveway Width Policy: District policy 7207.4.3 states that where vertical curbs are required, residential driveways shall be restricted to a maximum width of 20-feet and may be constructed as curb-cut type driveways.

Driveway Paving Policy: Graveled driveways abutting public streets create maintenance problems due to gravel being tracked onto the roadway. In accordance with District policy, 7207.4.3, the applicant should be required to pave the driveway its full width and at least 30-feet into the site beyond the edge of pavement of the roadway.

c. Applicant Proposal: The applicant is proposing to construct a 24-foot wide private road/drive aisle (Zeddemore Lane that runs east/west located between two proposed local streets, Montoya Avenue and Vezzini Street within the western portion of the site.

The applicant is proposing to construct three 24-foot wide private roads (Ray Stanz Lane, Venkman Lane and Egon Lane) that run east/west between two proposed local streets, Montoya Avenue and Humperdinck within the western portion of the site.

d. Staff Comments/Recommendations: The applicant's proposal meets District policy. If the City of Kuna approves the private road/drive aisles, the applicant shall be required to pave the private road/drive aisles their full width and at least 30-feet into the site beyond the edge of pavement of all public streets and install pavement tapers with 15-foot curb radii abutting the existing roadway edge. If private roads are not approved by the City of Kuna, the applicant will be required to revise and resubmit the preliminary plat to provide public standard local streets in these locations.

Street name and stop signs are required for private roads. The signs may be ordered through the District. Verification of the correct, approved name of the road is required.

ACHD does not make any assurances that the private road, which is a part of this application, will be accepted as a public road if such a request is made in the future. Substantial redesign and reconstruction costs may be necessary in order to qualify this road for public ownership and maintenance.

The following requirements must be met if the applicant wishes to dedicate the roadway to ACHD:

- Dedicate a minimum of 50-feet of right-of-way for the road.
- Construct the roadway to the minimum ACHD requirements.
- Construct a stub street to the surrounding parcels.

14. Traffic Calming

a. Speed Control and Traffic Calming Policy (Collectors)**:** District policy 7206.3.8 states that collector streets should be designed to discourage speeds above 35 MPH and in a residential

area, collector streets should be designed to discourage speeds above 30 MPH. The design of collector street systems should discourage excessive speeds by using passive design elements. If the design or layout of a development is anticipated to necessitate future traffic calming implementation by the District, then the District will require changes to the layout and/or the addition of passive design elements such as horizontal curves, bulb-outs, chokers, etc. The District will also consider texture changes to the roadway surface (i.e. stamped concrete) as a passive design element. These alternative methods may require a maintenance and/or license agreement.

Speed Control and Traffic Calming Policy (Local)**:** District policy 7207.3.7 states that the design of local street systems should discourage excessive speeds by using passive design elements. If the design or layout of a development is anticipated to necessitate future traffic calming implementation by the District, then the District will require changes to the layout and/or the addition of passive design elements such as horizontal curves, bulb-outs, chokers, etc. The District will also consider texture changes to the roadway surface (i.e. stamped concrete) as a passive design element. These alternative methods may require maintenance and/or license agreement.

b. Staff Comments/Recommendations: There are several long sections of roadways proposed that are greater than 750-feet in length and will need to be redesigned to reduce the length of the roadways or to include passive design elements. The ultimate locations and design will be determined during plan review by Development Review staff. The roadways greater in length are as follows:

- Lebowski Street
- Optimus Prime Street
- Giantsbane Street
- Montoya Avenue

Stop signs, speed humps/bumps and valley gutters will not be accepted as traffic calming.

The applicant should be required to submit a revised preliminary plat showing the redesigned roadways for review and approval prior to plan approval and ACHD's signature on the first final plat.

15. Bridge for Ridenbaugh High Line Canal Crossing

The District will require that the applicant have ACHD approved plans for the crossing of the Ridenbaugh High Line Canal (Wing Over Way and Giantsbane Street) prior to the pre-construction meeting and final plat approval. Note: Timing of project plan submittals should take into account review times, lead time for precast members and potential roadway closures. To ensure construction prior to irrigation season, approval of the project plans must be attained by January 15th. The District retains the right to modify road closure approvals on any project based on the needs of the District. Construction of projects approved after January 15th may be postponed until after irrigation season is over in October. It is recommended that bridge submittals be submitted before the end of the current irrigation season to ensure the best time frame for construction is attained. Submittals will need to include the street section extending over the bridge to ensure the requirements of the roadway are met.

16. Tree Planters

Tree Planter Policy: Tree Planter Policy: The District's Tree Planter Policy prohibits all trees in planters less than 8-feet in width without the installation of root barriers. Class II trees may be

allowed in planters with a minimum width of 8-feet, and Class I and Class III trees may be allowed in planters with a minimum width of 10-feet.

17. Landscaping

Landscaping Policy: A license agreement is required for all landscaping proposed within ACHD right-of-way or easement areas. Trees shall be located no closer than 10-feet from all public storm drain facilities. Landscaping should be designed to eliminate site obstructions in the vision triangle at intersections. District Policy 5104.3.1 requires a 40-foot vision triangle and a 3-foot height restriction on all landscaping located at an uncontrolled intersection and a 50-foot offset from stop signs. Landscape plans are required with the submittal of civil plans and must meet all District requirements prior to signature of the final plat and/or approval of the civil plans.

18. Other Access

Black Cat Road and Columbia Road are classified as minor arterials roadways, Shayla Avenue and Wing Over Way are classified as collector roadways. Other than the access specifically approved with this application, direct lot access is prohibited to these roadways and should be noted on the final plat.

D. Site Specific Conditions of Approval

1. Prior to ACHD's signature on the first final plat, submit a revised preliminary plat showing the redesigned roadways to reduce the length of the roadways or to include the use of passive design elements for review and approval:

- Lebowski Street
- Optimus Prime Street
- Giantsbane Street
- Montoya Avenue

Stop signs, speed humps/bumps and valley gutters will not be accepted as traffic calming.

2. Enter into a signal agreement with ACHD for the installation of an interim signal within the existing right-of-way at the Black Cat Road/Victory Road intersection, prior to plan approval and ACHD's signature on the final plat that contains the 101st residential lot or the 1st commercial lot.

The signal agreement should include requirements that the intersection be designed to provide a 3 X 3 intersection with three 12-foot wide travel lanes; one receiving lane, one dedicated left-turn lane, and one thru/right lane on each approach, that the applicant is responsible for all costs associated with the hardware, design, and installation of the interim signal, and that interim improvements are not eligible for reimbursement.

To ensure the Black Cat Road/Victory Road intersection will be improved when warranted, the following items must be in place prior to plan acceptance for the final plat which contains the 101st residential lot or the 1st commercial lot.

- Signal Agreement
- Full design and approved plans for the intersection

As an alternative, the applicant may stop final platting and wait for ACHD to make the improvements listed in the CIP.

3. Submit an updated intersection analysis for the Black Cat Road/Columbia Road intersection prior to ACHD's signature on the final plat that contains the 364th building lot. Additional improvements may be required based on the findings of the updated intersection analysis.

If it is determined through the analysis that a signal is warranted, then the applicant should be required to install an interim signal within the existing right-of-way at the intersection, prior to plan approval and ACHD's signature on the final plat that contains the 364th building lot. Additionally, the applicant will be required to obtain plan approval and enter into a signal agreement with ACHD.

The signal agreement should note that the intersection should be designed to provide a 3 X 3 intersection with three 12-foot wide travel lanes; one receiving lane, one dedicated left-turn lane, and one thru/right lane on each approach, that the applicant is responsible for all costs associated with the hardware, design, and installation of the interim signal, and that interim improvements are not eligible for reimbursement.

To ensure the Black Cat Road/ Columbia Road intersection will be improved when warranted, the following items must be in place prior to plan acceptance for the final plat which contains the 364th building lot:

- Signal Agreement
- Full design and approved plans for the intersection

4. Submit an updated intersection analysis for the Ten Mile Road/Columbia Road intersection prior to ACHD's signature on the final plat that contains the 245th building lot. If additional right-of-way has been dedicated at this intersection staff will review the updated analysis and determine at that time what improvements may be required. Additional improvements may be required based on the findings of the updated intersection analysis.

5. Construct a dedicated northbound right-turn lane on Linder Road at the intersection with Columbia Road prior to plan approval and ACHD's signature on the final plat that contains the 465th building lot.

6. Dedicate additional right-of-way to total 39-feet from centerline of Black Cat Road abutting the site. Compensation will not be provided.

7. Improve Black Cat Road with 17-feet of pavement from centerline plus a 3-foot wide gravel shoulder and 8-foot wide detached concrete sidewalk located a minimum of 32-feet from centerline of Black Cat Road abutting the site.

8. Improve Columbia Road with 17-feet of pavement from centerline plus a 3-foot wide gravel shoulder and 8-foot wide detached concrete sidewalk located a minimum of 32-feet from centerline of Columbia Road abutting the site.

9. Provide a permanent right-of-way easement for any sidewalk placed outside of the dedicated right-of-way to 2-feet behind the back of sidewalk. Sidewalk shall be located wholly within right-of-way or wholly within an easement.

10. Construct an eastbound right-turn lane and a westbound left turn-lane on Columbia Road when Shayla Avenue, a proposed collector roadway located at the site's east property line is constructed to intersect Columbia Road. Coordinate the design of the turn lanes with ACHD's Development Review staff.

11. Construct Shayla Avenue from Columbia Road to the south along the site's east property line for approximately 1,619-feet as a 36-foot wide collector street section with vertical curb, gutter, a 6-foot wide planter strip and 8-foot wide detached concrete sidewalk, as proposed.

12. Construct the remaining portion of Shayla Avenue abutting the site's east property line to the south to intersect the proposed east/west collector street, Wing Way Avenue, located at the site's south property line as ½ of a 36-foot wide collector street section with vertical curb, gutter, a 6-foot wide planter strip and 8-foot wide detached concrete sidewalk on the west side of the roadway with 12-feet of additional pavement widening beyond the centerline of the roadway plus a 3-foot wide gravel shoulder and barrow ditch sized to accommodate the roadway storm runoff on the east side of the

roadway. Dedicate right-of-way to extend to 2-feet behind back of sidewalk on the west side and to 2-feet behind back of barrow ditch on the east side.

13. Construct Wing Over Way as ½ of a 36-foot wide collector street section with vertical curb, gutter, a 6-foot wide planter strip and 8-foot wide detached concrete sidewalk on the north side of the roadway with 12-feet of additional pavement widening beyond the centerline of the roadway plus a 3-foot wide gravel shoulder and barrow ditch sized to accommodate the roadway storm runoff on the south side of the roadway. Dedicate right-of-way to extend to 2-feet behind back of sidewalk on the north side and to 2-feet behind back of borrow ditch on the south side.

OR

If the southern half of Wing Over Way has been constructed as required by the Sabino's Rocky Ridge development, then complete Wing Over Way as a 36-foot wide collector street section with vertical curb, gutter and 7-foot wide attached or 5-foot wide detached concrete sidewalk on the north side of the roadway.

Coordinate with the Sabino's Rocky Ridge development located directly adjacent to the south and southeast of the site regarding the construction of Wing Over Way if the two applicants would like to each share the construction costs. ACHD will not coordinate cost sharing.

14. Submit a road trust deposit to ACHD in the amount of $232,000 for the construction of their portion of the bridge crossing over Ridenbaugh High Line Canal when Wing Over Way is extended to the west in the future.

15. For detached sidewalk, the applicant may reduce the right-of-way width to 2-feet behind back of curb and provide a permanent right-of-way easement that extends from the right-of-way line to 2-feet behind back of sidewalk. Sidewalk shall be located wholly within right-of-way or wholly within an easement.

16. Construct the internal local streets as 36-foot wide street sections with curb, gutter and 5-foot wide attached concrete sidewalk within 50-feet of right-of-way, as proposed.

17. Construct the proposed cul-de-sacs with a minimum turning radius of 50-feet at the terminus of Gump Place and Lebowski Court, as proposed.

18. Construct 4 knuckles throughout the site, as proposed.

19. Construct one new local street, Fezzik Street, to intersect Black Cat Road, a minor arterial, located 830-feet south of Columbia Road, as proposed.

20. Construct one new collector street, Shayla Avenue, to intersect the following roadways, as proposed:

- Columbia Road, a minor arterial, located 2,580-feet east of Black Cat Road and 375-feet west of Old Farm Place, a local street
- Wing Over Way, a proposed collector street, located 2,560-feet east of Black Cat Road

21. Construct a new collector street, Wing Over Way, to intersect the proposed collector street, Shayla Avenue, located 2,630-feet south of Columbia Road, as proposed.

22. Construct two new local streets to intersect the proposed collector street, Shayla Avenue, as proposed, located as follows:

- Neo Street, located 545-feet south of Columbia Road
- Atticus Street, located 2,125-feet south of Columbia Road

23. Construct one new local street, Hook Avenue, to intersect the proposed collector street, Wing Over Way, located 750-feet west of a proposed collector street, Shayla Avenue and in alignment with the approved local street onto Wing Over Way approved as part of Sabino's Rocky Ridge development located on the south side of Wing Over Way across from the site, as proposed.

24. Construct the internal local streets to align or offset a minimum of 125-feet.

25. Construct two collector streets as stub streets located as follows:

- Shayla Avenue, to stub to the south located at the site's south property line and in alignment with the approved stub street to the site's south property line as part of ACHD's approval of Sabino's Rocky Ridge
- Wing Over Way, to stub to the west located at the site's south property line

26. Install a sign at the terminus of both stub streets stating, "THIS IS A DESIGNATED COLLECTOR ROADWAY. THIS STREET WILL BE EXTENDED AND WIDENDED IN THE FUTURE."

OR

If Shayla Avenue has been constructed to the site's south property line as part of ACHD's approval of Sabino's Rocky Ridge then a sign is not required to be installed at the terminus of Shayla Avenue.

27. Construct a temporary cul-de-sac with the dimensions of a standard cul-de-sac at the terminus of Wing Over Way. The developer shall grant a temporary turnaround easement to the District for those portions of the cul-de-sac which extend beyond the dedicated street right-of-way. In the instance where a temporary easement extends onto a buildable lot, the entire lot shall be encumbered by the easement and identified on the plat as a non-buildable lot until the street is extended.

28. Close the five existing unimproved driveways onto Black Cat Road located 203, 232, 815, 1,167 and 1,681-feet south of Columbia Road with sidewalk, landscaping and fencing, as proposed.

29. Close the two existing driveways onto Columbia Road located 823 and 1,266-feet east of Black Cat Road with sidewalk, landscaping and fencing, as proposed.

30. Construct a 36-foot wide curb return type driveway onto Columbia Road located a minimum of 330-feet east of the Columbia Road/ Black Cat Road intersection and a minimum of 425-feet west of the existing private road/driveway (Balivi Lane) for the commercial lot. Restrict the driveway to right-in/right-out with the installation of a 6" raised median on Columbia Road. If this portion of the site does not remain commercial, then provide access for this lot from within the site.

31. Construct an eastbound right-turn lane on Columbia Road when the driveway located a minimum of 330-feet east of the Columbia Road/ Black Cat Road intersection and a minimum of 425-feet west of the existing private road/driveway (Balivi Lane) is constructed to intersect Columbia Road. Coordinate the design of the turn lane with ACHD's Development Review staff.

32. Construct thirteen 24-foot wide driveways (twelve are shared driveways) onto local streets throughout the site, as proposed (shown in pink on the image, page 26).

33. Construct a 24-foot wide private road/drive aisle (Zeddemore Lane that runs east/west located between two proposed local streets, Montoya Avenue and Vezzini Street within the western portion of the site, as proposed.

34. Construct three 24-foot wide private roads (Ray Stanz Lane, Venkman Lane and Egon Lane) that run east/west between two proposed local streets, Montoya Avenue and Humperdinck within the western portion of the site, as proposed.

35. Pave the private road/drive aisles their full width and at least 30-feet into the site beyond the edge of pavement of all public streets.

36. Install street name and stop signs for the private road/drive aisle. The signs may be ordered through the District. Verification of the correct, approved name of the road is required.

37. Provide ACHD approved plans for the crossing of the Ridenbaugh High Line Canal (Wing Over Way and Giantsbane Street) prior to the pre-construction meeting and final plat approval. Note: Timing of project plan submittals should take into account review times, lead time for precast members and potential roadway closures. To ensure construction prior to irrigation season, approval of the project plans must be attained by January 15th. The District retains the right to modify road closure approvals on any project based on the needs of the District. Construction of projects approved after January 15th may be postponed until after irrigation season is over in October. It is recommended that bridge submittals be submitted before the end of the current irrigation season to ensure the best time frame for construction is attained. Submittals will need to include the street section extending over the bridge to ensure the requirements of the roadway are met.

38. Submit civil plans to ACHD Development Services for review and approval. The impact fee assessment will not be released until the civil plans are approved by ACHD.

39. Payment of impact fees is due prior to issuance of a building permit.

40. Comply with all Standard Conditions of Approval.

E. Standard Conditions of Approval

1. All proposed irrigation facilities shall be located outside of the ACHD right-of-way (including all easements). Any existing irrigation facilities shall be relocated outside of the ACHD right-of-way (including all easements).

2. Private Utilities including sewer or water systems are prohibited from being located within the ACHD right-of-way.

3. In accordance with District policy, 7203.3, the applicant may be required to update any existing non-compliant pedestrian improvements abutting the site to meet current Americans with Disabilities Act (ADA) requirements. The applicant's engineer should provide documentation of ADA compliance to District Development Review staff for review.

4. Replace any existing damaged curb, gutter and sidewalk and any that may be damaged during the construction of the proposed development. Contact Construction Services at 387-6280 (with file number) for details.

5. A license agreement and compliance with the District's Tree Planter policy is required for all landscaping proposed within ACHD right-of-way or easement areas.

6. All utility relocation costs associated with improving street frontages abutting the site shall be borne by the developer.

7. It is the responsibility of the applicant to verify all existing utilities within the right-of-way. The applicant at no cost to ACHD shall repair existing utilities damaged by the applicant. The applicant shall be required to call DIGLINE (1-811-342-1585) at least two full business days prior to breaking ground within ACHD right-of-way. The applicant shall contact ACHD Traffic Operations 387-6190 in the event any ACHD conduits (spare or filled) are compromised during any phase of construction.

8. Utility street cuts in pavement less than five years old are not allowed unless approved in writing by the District. Contact the District's Utility Coordinator at 387-6258 (with file numbers) for details.

9. All design and construction shall be in accordance with the ACHD Policy Manual, ISPWC Standards and approved supplements, Construction Services procedures and all applicable ACHD Standards

unless specifically waived herein. An engineer registered in the State of Idaho shall prepare and certify all improvement plans.

10. Construction, use and property development shall be in conformance with all applicable requirements of ACHD prior to District approval for occupancy.

11. No change in the terms and conditions of this approval shall be valid unless they are in writing and signed by the applicant or the applicant's authorized representative and an authorized representative of ACHD. The burden shall be upon the applicant to obtain written confirmation of any change from ACHD.

12. If the site plan or use should change in the future, ACHD Planning Review will review the site plan and may require additional improvements to the transportation system at that time. Any change in the planned use of the property which is the subject of this application, shall require the applicant to comply with ACHD Policy and Standard Conditions of Approval in place at that time unless a waiver/variance of the requirements or other legal relief is granted by the ACHD Commission.

F. Conclusions of Law

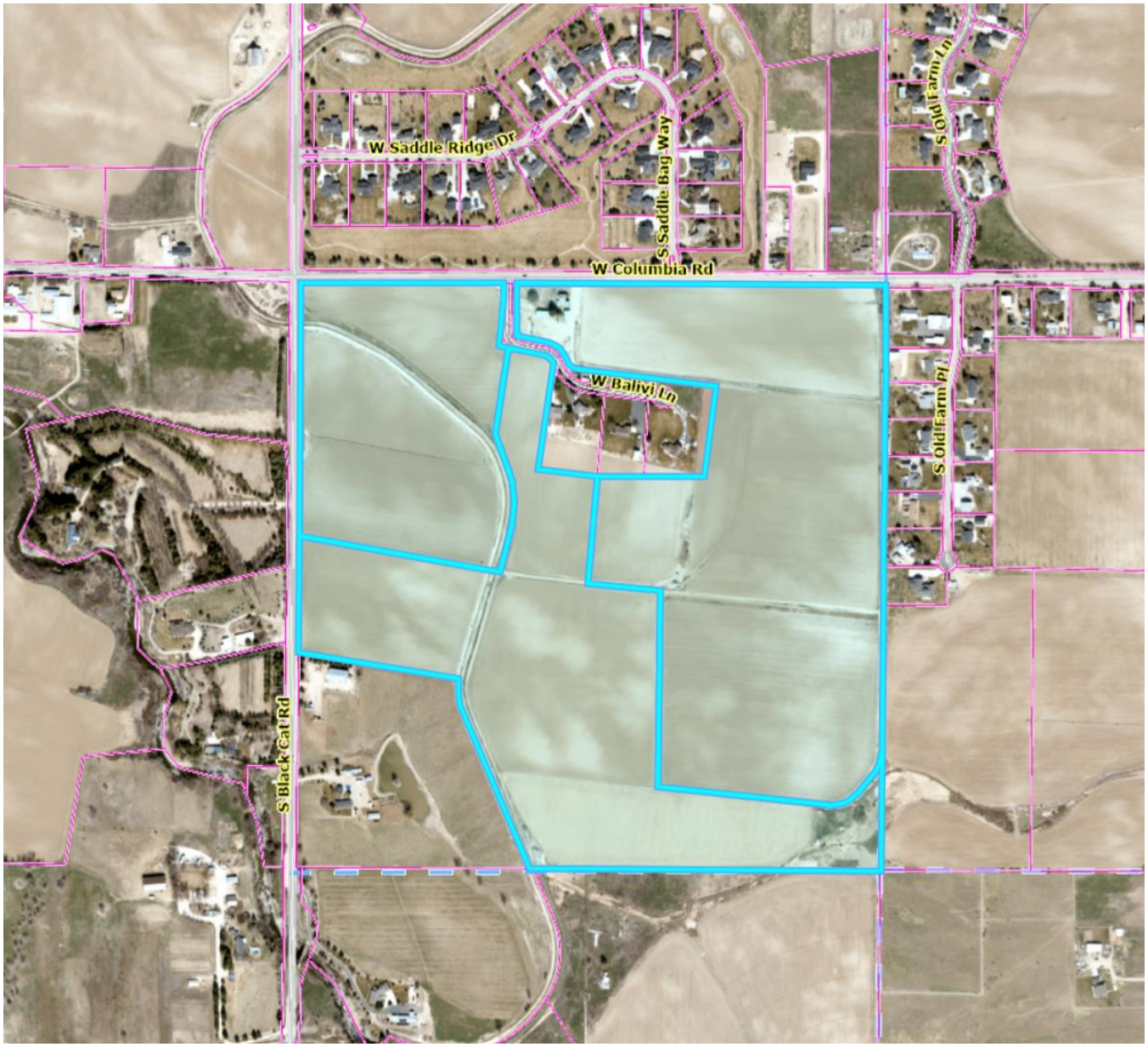
1. The proposed site plan is approved, if all of the Site Specific and Standard Conditions of Approval are satisfied.

2. ACHD requirements are intended to assure that the proposed use/development will not place an undue burden on the existing vehicular transportation system within the vicinity impacted by the proposed development.

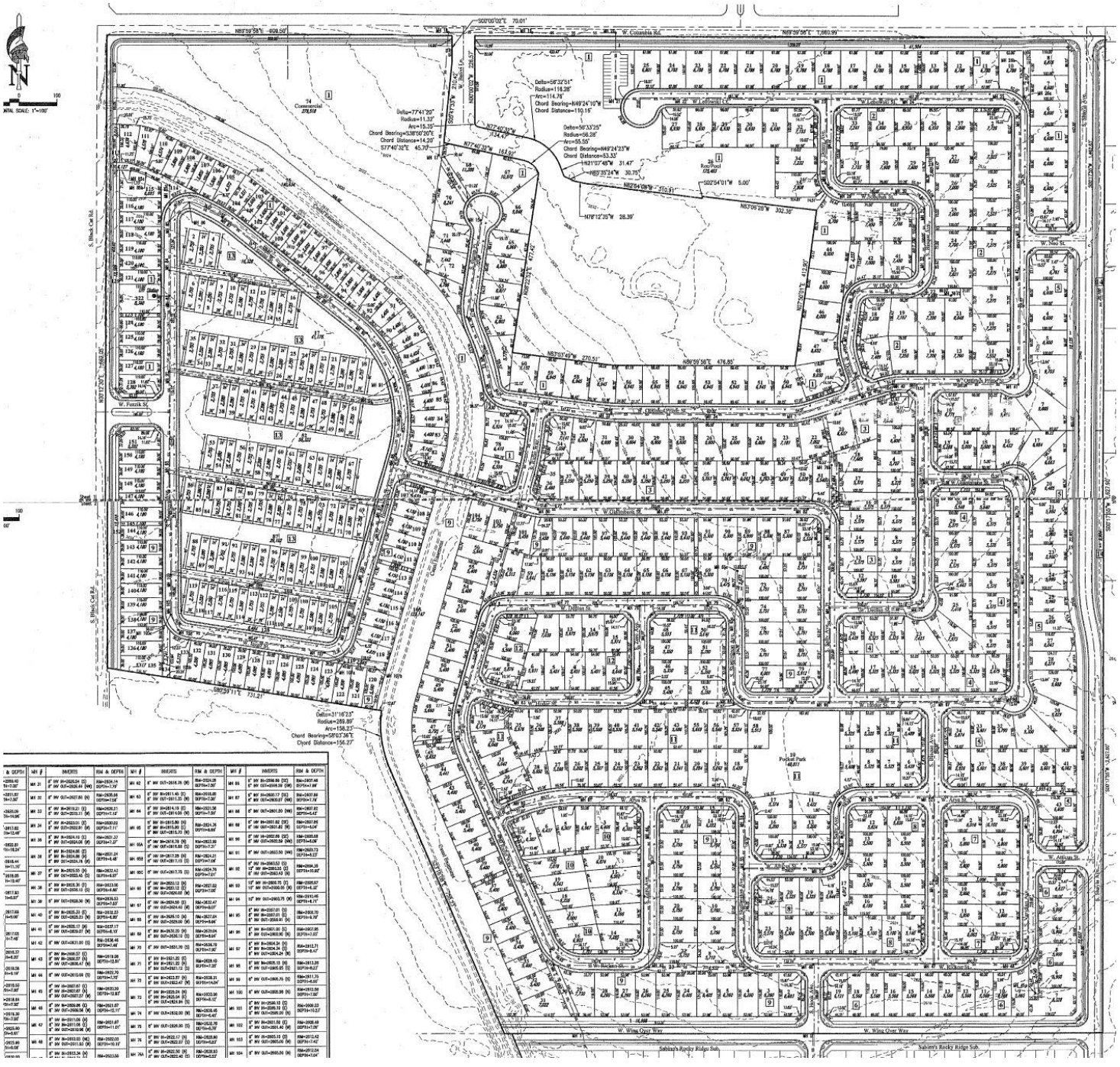
G. Attachments

1. Vicinity Map
2. Site Plan
3. TIS Executive Summary
4. Utility Coordinating Council
5. Development Process Checklist
6. Appeal Guidelines

VICINITY MAP



SITE PLAN



Ada County Utility Coordinating Council

Developer/Local Improvement District
Right of Way Improvements Guideline Request

Purpose: To develop the necessary avenue for proper notification to utilities of local highway and road improvements, to help the utilities in budgeting and to clarify the already existing process.

1) **Notification:** Within five (5) working days upon notification of required right of way improvements by Highway entities, developers shall provide written notification to the affected utility owners and the Ada County Utility Coordinating Council (UCC). Notification shall include but not be limited to, project limits, scope of roadway improvements/project, anticipated construction dates, and any portions critical to the right of way improvements and coordination of utilities.

2) **Plan Review:** The developer shall provide the highway entities and all utility owners with preliminary project plans and schedule a plan review conference. Depending on the scale of utility improvements, a plan review conference may not be necessary, as determined by the utility owners. Conference notification shall also be sent to the UCC. During the review meeting the developer shall notify utilities of the status of right of way/easement acquisition necessary for their project. At the plan review conference each company shall have the right to appeal, adjust and/or negotiate with the developer on its own behalf. Each utility shall provide the developer with a letter of review indicating the costs and time required for relocation of its facilities. Said letter of review is to be provided within thirty calendar days after the date of the plan review conference.

3) **Revisions:** The developer is responsible to provide utilities with any revisions to preliminary plans. Utilities may request an updated plan review meeting if revisions are made in the preliminary plans which affect the utility relocation requirements. Utilities shall have thirty days after receiving the revisions to review and comment thereon.

4) **Final Notification:** The developer will provide highway entities, utility owners and the UCC with final notification of its intent to proceed with right of way improvements and include the anticipated date work will commence. This notification shall indicate that the work to be performed shall be pursuant to final approved plans by the highway entity. The developer shall schedule a preconstruction meeting prior to right of way improvements. Utility relocation activity shall be completed within the times established during the preconstruction meeting, unless otherwise agreed upon.

Notification to the Ada County UCC can be sent to: 50 S. Cole Rd. Boise 83707, or Visit iducc.com for e-mail notification information.

Development Process Checklist

Items Completed to Date:

☒Submit a development application to a City or to Ada County

☒The City or the County will transmit the development application to ACHD

☒The ACHD **Planning Review Section** will receive the development application to review

☒The **Planning Review Section** will do one of the following:

☐Send a **"No Review"** letter to the applicant stating that there are no site specific conditions of approval at this time.

☒Write a **Staff Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.

☒Write a **Commission Level** report analyzing the impacts of the development on the transportation system and evaluating the proposal for its conformance to District Policy.

Items to be completed by Applicant:

☐For **ALL** development applications, including those receiving a **"No Review"** letter:

- The applicant should submit one set of engineered plans directly to ACHD for review by the **Development Review Section** for plan review and assessment of impact fees. (Note: if there are no site improvements required by ACHD, then architectural plans may be submitted for purposes of impact fee assessment.)
- The applicant is required to get a permit from Construction Services (ACHD) for ANY work in the right-of-way, including, but not limited to, driveway approaches, street improvements and utility cuts.

☐Pay Impact Fees prior to issuance of building permit. Impact fees cannot be paid prior to plan review approval.

DID YOU REMEMBER:
Construction (Non-Subdivisions)
☐ **Driveway or Property Approach(s)**

- Submit a "Driveway Approach Request" form to ACHD Construction (for approval by Development Services & Traffic Services). There is a one week turnaround for this approval.

☐ **Working in the ACHD Right-of-Way**

- Four business days prior to starting work have a bonded contractor submit a "Temporary Highway Use Permit Application" to ACHD Construction – Permits along with:
  a) Traffic Control Plan
  b) An Erosion & Sediment Control Narrative & Plat, done by a Certified Plan Designer, if trench is >50' or you are placing >600 sf of concrete or asphalt.

Construction (Subdivisions)
☐ **Sediment & Erosion Submittal**

- At least one week prior to setting up a Pre-Construction Meeting an Erosion & Sediment Control Narrative & Plan, done by a Certified Plan Designer, must be turned into ACHD Construction to be reviewed and approved by the ACHD Stormwater Section.

☐ **Idaho Power Company**

- Vic Steelman at Idaho Power must have his IPCO approved set of subdivision utility plans prior to Pre-Con being scheduled.

☐ **Final Approval from Development Services is required** prior to scheduling a Pre-Con.

Request for Appeal of Staff Decision

1. **Appeal of Staff Decision:** The Commission shall hear and decide appeals by an applicant of the final decision made by the Development Services Manager when it is alleged that the Development Services Manager did not properly apply this section 7101.6, did not consider all of the relevant facts presented, made an error of fact or law, abused discretion or acted arbitrarily and capriciously in the interpretation or enforcement of the ACHD Policy Manual.

    a. Filing Fee: The Commission may, from time to time, set reasonable fees to be charged the applicant for the processing of appeals, to cover administrative costs.

    b. Initiation: An appeal is initiated by the filing of a written notice of appeal with the Secretary and Clerk of the District, which must be filed within ten (10) working days from the date of the decision that is the subject of the appeal. The notice of appeal shall refer to the decision being appealed, identify the appellant by name, address and telephone number and state the grounds for the appeal. The grounds shall include a written summary of the provisions of the policy relevant to the appeal and/or the facts and law relied upon and shall include a written argument in support of the appeal. The Commission shall not consider a notice of appeal that does not comply with the provisions of this subsection.

    c. Time to Reply: The Development Services Manager shall have ten (10) working days from the date of the filing of the notice of appeal to reply to the notice of the appeal, and may during such time meet with the appellant to discuss the matter, and may also consider and/or modify the decision that is being appealed. A copy of the reply and any modifications to the decision being appealed will be provided to the appellant prior to the Commission hearing on the appeal.

    d. Notice of Hearing: Unless otherwise agreed to by the appellant, the hearing of the appeal will be noticed and scheduled on the Commission agenda at a regular meeting to be held within thirty (30) days following the delivery to the appellant of the Development Services Manager's reply to the notice of appeal. A copy of the decision being appealed, the notice of appeal and the reply shall be delivered to the Commission at least one (1) week prior to the hearing.

    e. Action by Commission: Following the hearing, the Commission shall either affirm or reverse, in whole or part, or otherwise modify, amend or supplement the decision being appealed, as such action is adequately supported by the law and evidence presented at the hearing.

From: Stacey DuPuis
To: Troy Behunin
Subject: RE: UPDATED Gallica Heights Sub - Request for Agency Comments
Date: Friday, March 7, 2025 9:52:29 AM
Attachments: image001.png
image002.png

Hi Troy,
Ada County has no comments on this application.
Hope all is well with you and the family!
Thanks!
Stacey

Stacey DuPuis
Community & Regional Planner
Ada County Development Services
200 W. Front St., Boise, ID 83702
(208) 287-7944 *office*
(208) 287-7909 *fax*

From: Troy Behunin <tbehunin@kunaid.gov>
Sent: Friday, March 7, 2025 9:34 AM
To: ACHD (planningreview@achdidaho.org) <planningreview@achdidaho.org>; Adam Ingram (Adam.Ingram@sparklight.biz) <Adam.Ingram@sparklight.biz>; Adam Wenger <AWenger@kunaid.gov>; Bobby Withrow <bwithrow@kunaid.gov>; Boise-Kuna Irri. Dist. <aflavel.bkirrdist@gmail.com>; Brando Medica (bmedica@meridiancity.org) <bmedica@meridiancity.org>; Brent Moore <bmoore@adacounty.id.gov>; Brian Graves (bgraves@kunaschools.org) <bgraves@kunaschools.org>; Camille Burt (camille.r.burt@usps.gov) <camille.r.burt@usps.gov>; Chad Gordon <Chad.Gordon@jmsanitation.com>; Mike Fratusco <mfratusco@adacounty.id.gov>; DEQ <BRO.Admin@deq.idaho.gov>; Eric Adolpfson <eadolfson@compassidaho.org>; Erika Olvera (eolvera@nmid.org) <eolvera@nmid.org>; Genna Ashley - Boise Project Board of Control (gashley@boiseproject.org) <gashley@boiseproject.org>; Idaho Power - Jacky Chris <easements@idahopower.com>; Idaho Power - K Funke <kfunke@idahopower.com>; ITD <D3Development.Services@itd.idaho.gov>; John Walburn - Cableone <john.walburn@cableone.biz>; Justin Walker <jwalker@kellerassociates.com>; Kendra Conder - ITD <Kendra.Conder@itd.idaho.gov>; Kristal Hinkle - KRFD <KHinkle@kunafire.com>; PZApplications <pzapplications@kunaid.gov>; Leon Letson <lletson@adacounty.id.gov>; Lori Badigian <lbadigian@cdhd.idaho.gov>; Marc Boyer (marc.c.boyer@usps.gov) <marc.c.boyer@usps.gov>; Mike Borzick <mborzick@kunaid.gov>; Mike Hickman <mhickman@kellerassociates.com>; Mikel Sangroniz <msangroniz@kellerassociates.com>; 'Mindy Wallace' <Mwallace@achdidaho.org>; NMID <nmid@nmid.org>; Olivia McKinnon (ovielstichmckinnon@compassidaho.org) <ovielstichmckinnon@compassidaho.org>; Paris Dickerson (PDickerson@idahopower.com) <PDickerson@idahopower.com>; Sam Feist <SFeist@kunaid.gov>; scott arellano KRFD <scott@fccnw.com>; Stacey DuPuis <sdupuis@adacounty.id.gov>; Steve Taulbee - MFD <staulbee@meridiancity.org>; Terri (terri@nyid.org) <terri@nyid.org>; TJ Lawrence <tlawrence@kunafire.com>; Tom Ritthaler (TRitthaler@boiseproject.org) <TRitthaler@boiseproject.org>
Cc: Doug Hanson <dhanson@kunaid.gov>
Subject: [EXTERNAL] UPDATED Gallica Heights Sub - Request for Agency Comments

CAUTION: This email originated from outside Ada County email servers. Do not click on links or open attachments unless you recognize the sender and know the content is safe. Verify the sender by mouse-hovering over their display name in order to see the sender's full email address and confirm it is not suspicious. If you are unsure an email is safe, please report the email by using the 'Phish Alert' button in Outlook.

Good Morning everyone.

This is an UPDATE to application request from 2022. The applicant has removed the request for an R-12 (High Density Residential) zone, and there is a reduction in overall lots from the original. If you have any questions, please let me know. This is an opportunity to update previous comments if needed. Please notify our office if you have no changes.

Have a great weekend!

UPDATED Agency Transmittal – March 6, 2025

Notice is hereby given by the City of Kuna the following actions are under consideration**:**

CASE NUMBER(S):	22-07-ZC (Rezone), 22-15-S (Pre Plat), & 22-34-DR (Design Review), for the Gallica Heights Subdivision.– ***Gallica Heights Subdivision.***
PROJECT DESCRIPTION	Applicant requests approval to Rezone approx. 132.5 acres from Agriculture (AG.) to the R-4, R-6 & C-1 zones. Applicant also requests Preliminary Plat approval in order to subdivide the lands into 514 residential, 103 common lots, 20 Common Driveways, 1 Commercial lot, 1 City Park Lot and 1 School Lot. The site is located within Section 10, Township 2 North, Range 1 West, APN's S1310223100, S1310233700, and S1310233610.
SITE LOCATION	The site address is 4425 W Columbia Rd. at the SEC of Columbia and Black Cat Roads, Nampa, ID 83687.
REPRESENTATIVE	**Elizabeth Koeckeritz** Givens-Pursley 601 W Bannock St. Boise, ID 83702 208.388.1250 eak@givenspursley.com
SCHEDULED HEARING DATE	Tuesday, **April 8, 2025,** at 6:00 PM, Kuna City Hall Council Chambers, 751 W 4th Street, Kuna, ID 83634
STAFF CONTACT	Troy Behunin Senior Planner TBehunin@kunaid.gov

Click the link in the Case Numbers Box above – Either hover and <*CLICK*>, or hold the Ctrl and <*CLICK*>.
Please let us know if you have any questions or need additional information.
If you have any questions, please let me know.

Troy

Troy Behunin

PLANNING & ZONING
KUNA
IDAHO

751 W. 4th Street
P.O. Box 13
Kuna, ID 83634

Senior Planner
City of Kuna | Development Services
Phone: 208.922.5546 Ext. 4
Email: TBehunin@KunaID.Gov
www.kunacity.id.gov

All e-mail messages sent to or received by City of Kuna e-mail accounts are subject to Idaho law, in regard to both release and retention, and may be released upon request, unless exempt from disclosure by law.

RECEIVED
DEC 12 2022
CITY OF KUNA

Boise-Kuna Irrigation District

129 N. School Avenue
Kuna, ID 83634

Dave Reynolds, Director
Richard Durrant, Director
Dan Sheirbon, Director

Telephone (208) 922-5608
Fax (208) 922-5659

December 7, 2022

City of Kuna
Planning and Zoning Department
P.O. Box 13
Kuna, Idaho 83634

Re: Boise Kuna Irrigation District Board of Director's Review and Comment on Case Number 22-05-PUD and 22-15-S for 4425 W. Columbia Road, Nampa - Gallica Heights Subdivision

To Whom It May Concern:

At the November 1, 2022, regular board meeting of Boise Kuna Irrigation District ("BKID"), the Board of Directors reviewed and discussed the City of Kuna Planning and Zoning Ordinance Agency Transmittal as it relates to the above case numbers.

The Board has reviewed the location of the lands indicated by case number above and, based on the represented location of those lands, the Board has determined that part of the land is within the boundaries of BKID and are entitled to BKID water and part of the land is within the boundaries of Nampa Meridian Irrigation District.

As such, and by affirmative motion and vote by the Board on November 1, 2022, BKID approves part of the land referred to in case numbers for delivery of water by Kuna Municipal Irrigation System if the City of Kuna chooses to annex the water right into the Kuna Municipal Irrigation System by an Ordinance.

Sincerely,

Alicia Flavel
Secretary-Treasurer
On behalf of, and at the direction of the BKID Board

RICHARD MURGOITIO
CHAIRMAN OF THE BOARD

DAN SHEIRBON
VICE CHAIRMAN OF THE BOARD

ROBERT D. CARTER
PROJECT MANAGER

THOMAS RITTHALER
ASSISTANT PROJECT MANAGER

APRYL GARDNER
SECRETARY-TREASURER

MARY SUE CHASE
ASSISTANT SECRETARY-TREASURER

BOISE PROJECT BOARD OF CONTROL

(FORMERLY BOISE U.S. RECLAMATION PROJECT)

2465 OVERLAND ROAD
BOISE, IDAHO 83705-3155

OPERATING AGENCY FOR 167,000 ACRES FOR THE FOLLOWING IRRIGATION DISTRICTS

NAMPA-MERIDIAN DISTRICT
BOISE-KUNA DISTRICT
WILDER DISTRICT
NEW YORK DISTRICT
BIG BEND DISTRICT

TEL: (208) 344-1141
FAX: (208) 344-1437

RECEIVED
MAR 13 2025
CITY OF KUNA

11 March 2025

City of Kuna
751 W. 4th St.
Kuna, Idaho 83634

RE: Gallica Heights **22-07-ZC, 22-15-S, 22-34-DR**
4425 W Columbia Rd.
Boise-Kuna Irrigation District BK-258, 258 A
Nampa-Meridian Irrigation District NM-1694B, R-1694B, NM-1694C, R-1694C
Messenger Lateral 38+20
Sec. 10, T2N, R3W, BM.

Troy Behunin, Senior Planner:

There are no Boise Project or Boise-Kuna Irrigation District facilities located on the above-mentioned property, however it does in fact possess a valid water right.

The Ridenbaugh High Line Canal that runs through this property is under the jurisdiction of the Nampa-Meridian Irrigation District. Greg Curtis or Dave Duvall must be contacted for any easement information and requirements for development next to the district's facility.

Whereas this property lies within the Nampa- Meridian Irrigation District and the Boise-Kuna Irrigation District it is important that representatives of this development contact NMID and BKID offices as soon as possible to discuss a pressure system prior to any costly design work. If applicable, the irrigation system will have to be built to specific specifications as set by the Districts / Project.

Boise Project Board of Control must receive a written response from Nampa-Meridian Irrigation District and the Boise-Kuna Irrigation District as to who will own and operate the pressure irrigation system prior to review and approval of an irrigation plan by Boise Project Board of Control.

Per Idaho Statutes, Title 42, local irrigation/drainage ditches that cross this property, in order to serve neighboring properties, must remain unobstructed and protected by an appropriate easement by the landowner, developer and contractors.

This development is subject to Idaho Code 31-3805, in accordance, this office is requesting a full-size hard copy of all plans including the irrigation and drainage plans.

Storm Drainage and/or Street Runoff must be retained on site.

NO DISCHARGE into any live irrigation system is permitted.

If you have any further questions or comments regarding this matter, please do not hesitate to contact me at (208) 344-1141.

Sincerely,

Thomas Ritthaler
Assistant Project Manager, BPBC

tbr/tr

cc:	Kevin Reeves	Watermaster, Div; 2 BPBC
	Alicia Flavel	Secretary – Treasurer, BKID
	Greg Curtis	Water Superintendent, NMID
	File	

CENTRAL DISTRICT HEALTH

Ada County Transmittal

Division of Community and Environmental Health

Return to:
- ☐ ACZ
- ☐ Boise
- ☐ Eagle
- ☐ Garden City
- ☐ Meridian
- ☒ Kuna
- ☐ Star

Rezone/OTD # 22-07-RZ

Conditional/Accessory Use # _____

Preliminary / Final / Short Plat 22-05-PUD / 22-15-S

Development Name/Section Gallica Heights

☐ 1. We have No Objections to this Proposal.

☐ 2. We recommend Denial of this Proposal.

☐ 3. Specific knowledge as to the exact type of use must be provided before we can comment on this Proposal.

☐ 4. Before we can comment concerning individual sewage disposal, we will require more data concerning the depth of:
☐ high seasonal ground water ☐ waste flow characteristics
☐ bedrock from original grade ☐ other _____

☐ 5. This office may require a study to assess the impact of nutrients and pathogens to receiving ground waters and surface waters.

☒ 6. After written approvals from appropriate entities are submitted, we can approve this proposal for:
☒ central sewage ☐ community sewage system ☐ community water well
☐ interim sewage ☒ central water
☐ individual sewage ☐ individual water

☒ 7. The following plan(s) must be submitted to and approved by the Idaho Department of Environmental Quality:
☒ central sewage ☐ community sewage system ☐ community water
☐ sewage dry lines ☒ central water

☒ 8. Infiltration beds for storm water disposal are considered shallow injection wells. If they are not in the City of Boise or ACHD right-of-way, an application and fee per well, vicinity map and construction plans must be submitted to CDH.

☐ 9. If restroom or plumbing facilities are to be installed, then a sewage system MUST be installed to meet Idaho State Sewage Regulations.

☐ 10. An accessory use application, fee, detailed site plan and floor plans must be submitted to CDH for review.

☐ 11. Land development application, fee per lot, test holes and full engineering report is required.

☐ 12. CDH makes no guarantee a septic permit will be issued on the split off lot. A speculative site evaluation is recommended.

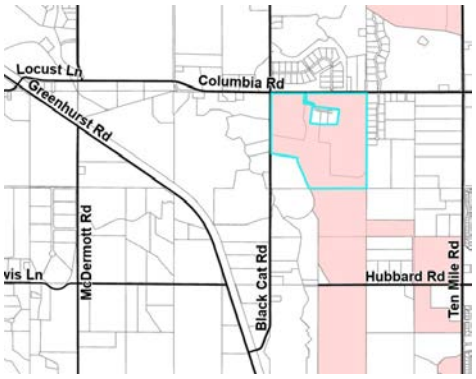
☐ 13. We will require plans be submitted for a plan review for any:
☐ food establishment ☐ swimming pools or spas ☐ child care center
☐ beverage establishment ☐ grocery store

☐ 14. _____

Reviewed By: _____ Date: 9/15/22

Communities in Motion 2050 Development Checklist

The Community Planning Association of Southwest Idaho (COMPASS) is the metropolitan planning organization (MPO) for Ada and Canyon Counties. COMPASS has developed this review as a tool for local governments to evaluate whether land developments are consistent with the goals of Communities in Motion 2050 (CIM 2050), the regional long-range transportation plan for Ada and Canyon Counties. This checklist is not intended to be prescriptive, but rather a guidance document based on CIM 2050 goals.



Development Name:	Gallica Heights Part II		
CIM Vision Category:	Future Neighborhood	**New Jobs:**	±80
CIM Corridor:	none	**New Households:**	617

Safety

Level of Stress measures how safe and comfortable a bicyclist or pedestrian would feel on a corridor and considers multimodal infrastructure number of vehicle lanes and travel speeds.

Pedestrian level of stress	✗
Bicycle level of stress	✗

Economic Vitality

These tools evaluate whether the location of the proposal supports economic vitality by growing near existing public services.

Activity Center Access	✓
Farmland Preservation	✗
Net Fiscal Impact	✓
Within CIM Forecast	✗

Convenience

Residents who live or work less than 1/2 mile from critical services have more transportation choices, especially for vulnerable populations.

Nearest bus stop	✗
Nearest public school	✗
Nearest public park	✗

Quality of Life

Checked boxes indicate that additional information is attached.

Active Transportation	
Automobile Transportation	✓
Public Transportation	
Roadway Capacity	

✓ **Improves performance**

✓ **Does not improve or reduce performance**

✗ **Reduces performance**

Comments:
The number of households in this proposal exceeds growth forecasted for this area. Transportation infrastructure may not be able to support the new transportation demands.

Consider adding a stub road from the residential to the commercial area to allow residents to easily access amenities without accessing major roads.

Communities in Motion 2050
2020 Change in Motion Report
Development Review Process

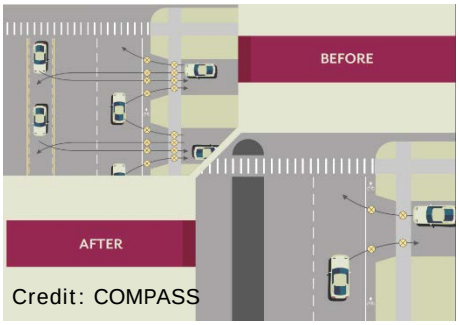
Web: www.compassidaho.org
Email: info@compassidaho.org

COMPASS
COMMUNITY PLANNING ASSOCIATION
of Southwest Idaho

Sent: 9/16/22

Access Management

Access management is a set of techniques to control vehicular access to roadways. The benefits of access management include improved traffic efficiency, fewer vehicle conflicts, and reduced crashes. Access management can help to improve the safety of cyclists and pedestrians by limiting the number of conflict points and separating the conflict points.



Credit: COMPASS

Several steps can be taken to improve efficiency and safety of the transportation network using access management:

Space access (driveways or cross streets) to increase the distance between potential conflict points.

Provide more access on lower functionally classified roads, such as collectors, instead of arterials, to facilitate efficiency and safety.

✓ Provide cross or shared access to reduce the need for excessive access on major roads.

Provide stub roads to help enable future connections between properties and reduce the need for access to high-speed, high-volume roadways.

Provide adequate driveways and drive-through queues to ensure that when a vehicle leaves a roadway it does not affect traffic on the roadway or access to businesses.

More information is available in the *COMPASS Access Management Toolkit* and the *COMPASS Access Management Business Guide*.

Fiscal Impact Analysis Supplemental for the Development Review Checklist

The purpose of the fiscal impact analysis is to better estimate expected revenues and costs to local governments as a result of new development so that the public, stakeholders, and the decision- makers can better manage growth. Capital and operating expenditures are determined by various factors that determine service and infrastructure needs, including persons per household, student generation rates, lot sizes, street frontages, vehicle trip and trip adjustment factors, average trip lengths, construction values, income, discretionary spending, and employment densities.

The COMPASS Development Checklist considers the level of fiscal benefits, how many public agencies benefit or are burdened by additional growth, and how long the proposal will take to achieve a fiscal break-even point, if at all.

More information about the COMPASS Fiscal Impact Tool is available at: www.compassidaho.org/prodserv/fiscalimpact.htm

Overall Net Fiscal Impact
Net Fiscal Impact by Agency

City

County

Highway District

School District

Break Even: 1 year

1445 N. Orchard St.
Boise ID 83706 • (208) 373-0550

Brad Little, Governor
Jess Byrne, Director

March 10, 2025

Troy Behunin, Senior Planner
City of Kuna
751 W. 4th Street
Kuna, ID 83634
TBehunin@KunaID.Gov

Subject: UPDATED Gallica Heights Sub - Request for Agency Comments

Dear Mr. Behunin:

Thank you for the opportunity to respond to your request for comment. While DEQ does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at: *https://www.deq.idaho.gov/public-information/assistance-and-resources/outreach-and-education/*.

The following information does not cover every aspect of this project; however, we have the following general comments to use as appropriate:

1. AIR QUALITY

- Please review IDAPA 58.01.01 for all rules on Air Quality, especially those regarding fugitive dust (58.01.01.651), and trade waste burning (58.01.01.600-617).

- For new development projects, all property owners, developers, and their contractor(s) must ensure that reasonable controls to prevent fugitive dust from becoming airborne are utilized during all phases of construction activities per IDAPA 58.01.01.651.

- DEQ recommends the city/county require the development and submittal of a dust prevention and control plan for all construction projects prior to final plat approval. Dust prevention and control plans incorporate appropriate best management practices to control fugitive dust that may be generated at sites.

- Citizen complaints received by DEQ regarding fugitive dust from development and construction activities approved by cities or counties will be referred to the city/county to address under their ordinances.

- Per IDAPA 58.01.01.600-617, the open burning of any construction waste is prohibited. The property owner, developer, and their contractor(s) are responsible for ensuring no prohibited open burning occurs during construction.

  For questions, contact David Luft, Air Quality Manager, at (208) 373-0550.

2. WASTEWATER AND RECYCLED WATER

- DEQ recommends verifying that there is adequate sewer to serve this project prior to approval. Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.16 and IDAPA 58.01.17 are the sections of Idaho rules regarding wastewater and recycled water. Please review these rules to determine whether this or future projects will require DEQ approval. IDAPA 58.01.03 is the section of Idaho rules regarding subsurface disposal of wastewater. Please review this rule to determine whether this or future projects will require permitting by the district health department.
- All projects for construction or modification of wastewater systems require preconstruction approval. Recycled water projects and subsurface disposal projects require separate permits as well.
- DEQ recommends that projects be served by existing approved wastewater collection systems or a centralized community wastewater system whenever possible. Please contact DEQ to discuss potential for development of a community treatment system along with best management practices for communities to protect ground water.
- DEQ recommends that cities and counties develop and use a comprehensive land use management plan, which includes the impacts of present and future wastewater management in this area. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

  For questions, contact Valerie Greear, Water Quality Engineering Manager at (208) 373-0550.

3. DRINKING WATER

- DEQ recommends verifying that there is adequate water to serve this project prior to approval. Please contact the water provider for a capacity statement, declining balance report, and willingness to serve this project.
- IDAPA 58.01.08 is the section of Idaho rules regarding public drinking water systems. Please review these rules to determine whether this or future projects will require DEQ approval.
- All projects for construction or modification of public drinking water systems require preconstruction approval.
- DEQ recommends verifying if the current and/or proposed drinking water system is a regulated public drinking water system (refer to the DEQ website at: https://www.deq.idaho.gov/water-quality/drinking-water/. For non-regulated systems, DEQ recommends annual testing for total coliform bacteria, nitrate, and nitrite.
- If any private wells will be included in this project, we recommend that they be tested for total coliform bacteria, nitrate, and nitrite prior to use and retested annually thereafter.
- DEQ recommends using an existing drinking water system whenever possible or construction of a new community drinking water system. Please contact DEQ to discuss this project and to explore options to both best serve the future residents of this development and provide for protection of ground water resources.

- DEQ recommends cities and counties develop and use a comprehensive land use management plan which addresses the present and future needs of this area for adequate, safe, and sustainable drinking water. Please schedule a meeting with DEQ for further discussion and recommendations for plan development and implementation.

  For questions, contact Valerie Greear, Water Quality Engineering Manager at (208) 373-0550.

4. SURFACE WATER

- Please contact DEQ to determine whether this project will require an Idaho Pollutant Discharge Elimination System (IPDES) Permit. A Multi-Sector General Permit from DEQ may be required for facilities that have an allowable discharge of storm water or authorized non-storm water associated with the primary industrial activity and co-located industrial activity. For questions, contact James Craft, IPDES Compliance Supervisor, at (208) 373-0144.

- If this project is near a source of surface water, DEQ requests that projects incorporate construction best management practices (BMPs) to assist in the protection of Idaho's water resources. Additionally, please contact DEQ to identify BMP alternatives and to determine whether this project is in an area with Total Maximum Daily Load stormwater permit conditions.

- The Idaho Stream Channel Protection Act requires a permit for most stream channel alterations. Please contact the Idaho Department of Water Resources (IDWR), Western Regional Office, at 2735 Airport Way, Boise, or call (208) 334-2190 for more information. Information is also available on the IDWR website at: https://idwr.idaho.gov/streams/stream-channel-alteration-permits.html

- The Federal Clean Water Act requires a permit for filling or dredging in waters of the United States. Please contact the US Army Corps of Engineers, Boise Field Office, at 10095 Emerald Street, Boise, or call 208-345-2155 for more information regarding permits.

  For questions, contact Lance Holloway, Surface Water Manager, at (208) 373-0550.

5. SOLID WASTE, HAZARDOUS WASTE AND GROUND WATER CONTAMINATION

- **Solid Waste.** No trash or other solid waste shall be buried, burned, or otherwise disposed of at the project site. These disposal methods are regulated by various state regulations including Idaho's Solid Waste Management Regulations and Standards (IDAPA 58.01.06), Rules and Regulations for Hazardous Waste (IDAPA 58.01.05), and Rules and Regulations for the Prevention of Air Pollution (IDAPA 58.01.01). Inert and other approved materials are also defined in the Solid Waste Management Regulations and Standards

- **Hazardous Waste.** The types and number of requirements that must be complied with under the federal Resource Conservations and Recovery Act (RCRA) and the Idaho Rules and Standards for Hazardous Waste (IDAPA 58.01.05) are based on the quantity and type of waste generated. Every business in Idaho is required to track the volume of waste generated, determine whether each type of waste is hazardous, and ensure that all wastes are properly disposed of according to federal, state, and local requirements.

- **Water Quality Standards.** Site activities must comply with the Idaho Water Quality Standards (IDAPA 58.01.02) regarding hazardous and deleterious-materials storage, disposal, or accumulation adjacent to or in the immediate vicinity of state waters (IDAPA 58.01.02.800); and the cleanup and reporting of oil-filled electrical equipment (IDAPA 58.01.02.849); hazardous materials (IDAPA 58.01.02.850); and used-oil and petroleum releases (IDAPA 58.01.02.851 and 852). Petroleum releases must be reported to DEQ in accordance with IDAPA 58.01.02.851.01 and 04. Hazardous material releases to state waters, or to land such that there is likelihood that it will enter state waters, must be reported to DEQ in accordance with IDAPA 58.01.02.850.
- **Ground Water Contamination.** DEQ requests that this project comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."

  For questions, contact Matthew Pabich, Waste & Remediation Manager, at (208) 373-0550.

6. ADDITIONAL NOTES

- If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. EPA regulates ASTs. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at (208) 373-0550, or visit the DEQ website https://www.deq.idaho.gov/waste-management-and-remediation/storage-tanks/leaking-underground-storage-tanks-in-idaho/ for assistance.
- If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any of our technical staff at (208) 373-0550.

Sincerely,

Troy Smith
Regional Administrator

STATE OF IDAHO
DEPARTMENT OF
ENVIRONMENTAL QUALITY

1445 N. Orchard Street, Boise ID 83706
(208) 373-0550

Brad Little, Governor
Jess Byrne, Director

December 7, 2022

By e-mail: tbehunin@kunaid.gov

Troy Behunin
Planner III
City of Kuna
751 W. 4th Street
Kuna, ID 83634

Subject: Part II Gallica Heights Sub

Dear Mr. Behunin,

Thank you for the opportunity to respond to your request for comment. While DEQ does not review projects on a project-specific basis, we attempt to provide the best review of the information provided. DEQ encourages agencies to review and utilize the Idaho Environmental Guide to assist in addressing project-specific conditions that may apply. This guide can be found at: *https://www.deq.idaho.gov/public-information/assistance-and-resources/outreach-and-education/*.

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     For questions, contact David Luft, Air Quality Manager, at (208) 373-0550.

   - IDAPA 58.01.01.201 requires an owner or operator of a facility to obtain an air quality permit to construct prior to the commencement of construction or modification of any facility that will be a source of air pollution in quantities above established levels. DEQ asks that cities and counties require a proposed facility to contact DEQ for an applicability determination on their proposal to ensure they remain in compliance with the rules.

     For questions, contact the DEQ Air Quality Permitting Hotline at 1-877-573-7648.

2. **WASTEWATER AND RECYCLED WATER**

   - DEQ recommends verifying that there is adequate sewer to serve this project prior to approval. Please contact the sewer provider for a capacity statement, declining balance report, and willingness to serve this project.

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For questions, contact Valerie Greear, Water Quality Engineering Manager at (208) 373-0550.

4. SURFACE WATER

- Please contact DEQ to determine whether this project will require an Idaho Pollutant Discharge Elimination System (IPDES) Permit. A Construction General Permit from DEQ may be required if this project will disturb one or more acres of land, or will disturb less than one acre of land but are part of a common plan of development or sale that will ultimately disturb one or more acres of land.

- For questions, contact James Craft, IPDES Compliance Supervisor, at (208) 373-0144.
- If this project is near a source of surface water, DEQ requests that projects incorporate construction best management practices (BMPs) to assist in the protection of Idaho's water resources. Additionally, please contact DEQ to identify BMP alternatives and to determine whether this project is in an area with Total Maximum Daily Load stormwater permit conditions.
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- **Ground Water Contamination.** DEQ requests that this project comply with Idaho's Ground Water Quality Rules (IDAPA 58.01.11), which states that "No person shall cause or allow the release, spilling, leaking, emission, discharge, escape, leaching, or disposal of a contaminant into the environment in a manner that causes a ground water quality standard to be exceeded, injures a beneficial use of ground water, or is not in accordance with a permit, consent order or applicable best management practice, best available method or best practical method."

  For questions, contact Rebecca Blankenau, Waste & Remediation Manager, at (208) 373-0550.

6. ADDITIONAL NOTES

- If an underground storage tank (UST) or an aboveground storage tank (AST) is identified at the site, the site should be evaluated to determine whether the UST is regulated by DEQ. EPA regulates ASTs. UST and AST sites should be assessed to determine whether there is potential soil and ground water contamination. Please call DEQ at (208) 373-0550, or visit the DEQ website https://www.deq.idaho.gov/waste-management-and-remediation/storage-tanks/leaking-underground-storage-tanks-in-idaho/ for assistance.
- If applicable to this project, DEQ recommends that BMPs be implemented for any of the following conditions: wash water from cleaning vehicles, fertilizers and pesticides, animal facilities, composted waste, and ponds. Please contact DEQ for more information on any of these conditions.

We look forward to working with you in a proactive manner to address potential environmental impacts that may be within our regulatory authority. If you have any questions, please contact me, or any of our technical staff at (208) 373-0550.

Sincerely,

Aaron Scheff

Aaron Scheff
Regional Administrator

EDMS#: 2021AEK

From: Kendra Conder
To: Troy Behunin
Subject: RE: UPDATED Gallica Heights Sub - Request for Agency Comments
Date: Friday, March 7, 2025 11:01:54 AM
Attachments: image001.png
image002.png

Good Morning Troy,

ITD has reviewed the application transmittal for the updated Gallica Heights subdivision. Due to the change in density and reduction in lots, ITD dos not have any concerns with the updated applications.

Thank you and Happy Friday!

Kendra Conder
District 3 | Development Services Coordinator
Idaho Transportation Department
Office: 208-334-8377
Cell: 208-972-3190

From: Troy Behunin <tbehunin@kunaid.gov>
Sent: Friday, March 7, 2025 9:34 AM
To: ACHD (planningreview@achdidaho.org) <planningreview@achdidaho.org>; Adam Ingram (Adam.Ingram@sparklight.biz) <Adam.Ingram@sparklight.biz>; Adam Wenger <AWenger@kunaid.gov>; Bobby Withrow <bwithrow@kunaid.gov>; Boise-Kuna Irri. Dist. <aflavel.bkirrdist@gmail.com>; Brando Medica (bmedica@meridiancity.org) <bmedica@meridiancity.org>; Brent Moore <bmoore@adacounty.id.gov>; Brian Graves (bgraves@kunaschools.org) <bgraves@kunaschools.org>; Camille Burt (camille.r.burt@usps.gov) <camille.r.burt@usps.gov>; Chad Gordon <Chad.Gordon@jmsanitation.com>; Chief M. Fratusco <mfratusco@adacounty.id.gov>; DEQ <BRO.Admin@deq.idaho.gov>; Eric Adolpfson <eadolfson@compassidaho.org>; Erika Olvera (eolvera@nmid.org) <eolvera@nmid.org>; Genna Ashley - Boise Project Board of Control (gashley@boiseproject.org) <gashley@boiseproject.org>; Idaho Power - Jacky Chris <easements@idahopower.com>; Idaho Power - K Funke <kfunke@idahopower.com>; D3 Development Services <D3Development.Services@itd.idaho.gov>; John Walburn - Cableone <john.walburn@cableone.biz>; Justin Walker <jwalker@kellerassociates.com>; Kendra Conder <Kendra.Conder@itd.idaho.gov>; Kristal Hinkle - KRFD <KHinkle@kunafire.com>; PZApplications <pzapplications@kunaid.gov>; Leon Letson (lletson@adacounty.id.gov) <lletson@adacounty.id.gov>; Lori Badigian <lbadigian@cdhd.idaho.gov>; Marc Boyer (marc.c.boyer@usps.gov) <marc.c.boyer@usps.gov>; Mike Borzick <mborzick@kunaid.gov>; Mike Hickman <mhickman@kellerassociates.com>; Mikel Sangroniz <msangroniz@kellerassociates.com>; 'Mindy Wallace' <Mwallace@achdidaho.org>; NMID <nmid@nmid.org>; Olivia McKinnon (ovielstichmckinnon@compassidaho.org) <ovielstichmckinnon@compassidaho.org>; Paris Dickerson (PDickerson@idahopower.com) <PDickerson@idahopower.com>; Sam Feist <SFeist@kunaid.gov>; scott arellano KRFD <scott@fccnw.com>; Stacey DuPuis <sdupuis@adacounty.id.gov>; Steve Taulbee - MFD <staulbee@meridiancity.org>; Terri (terri@nyid.org) <terri@nyid.org>; TLawrence Kuna Fire <tlawrence@kunafire.com>; Tom Ritthaler (TRitthaler@boiseproject.org) <TRitthaler@boiseproject.org>

Cc: Doug Hanson <dhanson@kunaid.gov>
Subject: UPDATED Gallica Heights Sub - Request for Agency Comments

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Good Morning everyone.

This is an UPDATE to application request from 2022. The applicant has removed the request for an R-12 (High Density Residential) zone, and there is a reduction in overall lots from the original. If you have any questions, please let me know. This is an opportunity to update previous comments if needed. Please notify our office if you have no changes.

Have a great weekend!

UPDATED Agency Transmittal – March 6, 2025

Notice is hereby given by the City of Kuna the following actions are under consideration**:**

CASE NUMBER(S):	22-07-ZC (Rezone), 22-15-S (Pre Plat), & 22-34-DR (Design Review), for the Gallica Heights Subdivision.– ***Gallica Heights Subdivision.***
PROJECT DESCRIPTION	Applicant requests approval to Rezone approx. 132.5 acres from Agriculture (AG.) to the R-4, R-6 & C-1 zones. Applicant also requests Preliminary Plat approval in order to subdivide the lands into 514 residential, 103 common lots, 20 Common Driveways, 1 Commercial lot, 1 City Park Lot and 1 School Lot. The site is located within Section 10, Township 2 North, Range 1 West, APN's S1310223100, S1310233700, and S1310233610.
SITE LOCATION	The site address is 4425 W Columbia Rd. at the SEC of Columbia and Black Cat Roads, Nampa, ID 83687.
REPRESENTATIVE	**Elizabeth Koeckeritz** Givens-Pursley 601 W Bannock St. Boise, ID 83702 208.388.1250 eak@givenspursley.com
SCHEDULED HEARING DATE	Tuesday, **April 8, 2025,** at 6:00 PM, Kuna City Hall Council Chambers, 751 W 4th Street, Kuna, ID 83634
STAFF CONTACT	Troy Behunin Senior Planner TBehunin@kunaid.gov

Click the link in the Case Numbers Box above – Either hover and <*CLICK*>, or hold the Ctrl and <*CLICK*>.
Please let us know if you have any questions or need additional information.
If you have any questions, please let me know.

Troy

Troy Behunin
Senior Planner

PLANNING & ZONING
KUNA
IDAHO

751 W. 4th Street
P.O. Box 13
Kuna, ID 83634

City of Kuna | Development Services
Phone: 208.922.5546 Ext. 4
Email: TBehunin@KunaID.Gov
www.kunacity.id.gov

All e-mail messages sent to or received by City of Kuna e-mail accounts are subject to Idaho law, in regard to both release and retention, and may be released upon request, unless exempt from disclosure by law.

Your Safety • Your Mobility
Your Economic Opportunity

IDAHO TRANSPORTATION DEPARTMENT
P.O. Box 8028 • Boise, ID 83707-2028
(208) 334-8300 • itd.idaho.gov

March 21, 2022

Jamie Markosian, P.E.
Kittleson and Associates, Inc.
101 S Capitol Boulevard
Suite 600
Boise, ID 83702
jmarkosian@kittelson.com

VIA EMAIL

RE: Gallica Heights Subdivision TIS – ITD Traffic Impact Study Acceptance Letter

Dear Mr. Markosian,

Thank you for providing the Idaho Transportation Department (ITD) the Gallica Heights Subdivision TIS to review. The proposed development is located in the southeast quadrant of Columbia Road and Black Cat Road in Kuna, ID. We have completed our review. ITD does not have objection to the development nor are requiring any mitigation improvements so long as the development is not modified such that the anticipated site trips exceed the anticipated trips identified in the TIS.

If you have any questions or concerns, please contact me at jason.brinkman@itd.idaho.gov or 208-334-8303.

Sincerely,

Jason Brinkman, P.E.
ITD – District 3
Engineering Manager

cc:
Paige Bankhead – ACHD
Jace Helman – City of Kuna

KUNA RURAL FIRE DISTRICT
EST. 1951

150 W BOISE ST
PO Box 607
Kuna, ID 83634
PHONE: (208) 922-1144
FAX: (208) 922-1982

Date: 9/7/2022
From: Kuna Rural Fire District

Regarding: Gallica Heights Subdivision Comments
4425 W Columbia Road, Kuna, ID

The Fire District can support the development of Gallica Heights Subdivision with the following conditions.

- Fire Apparatus Access:

  Plans indicate service roadway connections at W Columbia Road and S Black Cat Rd as development progresses. Two separate and approved fire access roads for emergency services is required when total building lots exceed 30. All service roadways shall be maintained unobstructed with approved cul-de-sacs available for fire apparatus turn around. No Parking Fire Lane signs are required where streets are less than 32 feet in width. Refer to IFC appendix "D103.6 & D107" for details.

- Fire Hydrants:

  At least one fire hydrant shall be available along approved service roadways and within 600 lineal feet of the furthest exterior portion of each future residential building. Hydrants and fire flow shall be designed to meet the minimum requirements of IFC appendix B105 for one- and two-family dwellings. Final approval will be subject to satisfactory field flow testing by the Fire Department.

  Premises Identification:

- New buildings shall be provided with approved address identification. The address identification shall be legible and placed in a position that is visible from the street or road fronting the property. Address numbers shall be not less than 4 inches high with a minimum stroke of ½ inch. Where access is by means of a private road and the building cannot be viewed from the public way, a monument, pole or other means shall be used to identify the structure. (IFC 505.1)

Regards,

Kuna Rural Fire District
Kuna, ID 83634
1.208.922.1144 (main)

Kuna School District
Future Ready

Kuna School District

Empowering students to lead productive lives.

Date: 3/6/25

RE: Gallica Heights

Dear Commissioners and City Council Members,

Kuna School District has reviewed the application for Gallica Heights and provides the following comments for your consideration.

To reduce our reliance on bonds and to promote reasonable growth within our district, we seek partnerships with residential developers. Through these partnerships with developers, we hope to mitigate the impact new homes will have on the Kuna School District and our ability to deliver educational services without compromising the quality of service delivery to current residents or imposing substantial additional costs upon current residents to accommodate proposed subdivisions or other developments. (*See* Idaho Code §67-6513).

The developer has not yet established a partnership with the Kuna School District for this project; therefore, we do not endorse this application. We will submit a letter of support when a partnership agreement has been reached.

Feel free to reach out to either Mr. Jensen or Mr. Reddy if you would like more information.

Regards,
Jason Reddy and Tim Jensen
Kuna School District Planning Team

Kim Bekkedahl, Superintendent
Brian Graves, *Asst. Superintendent*
Jason Reddy, *Asst. Superintendent*
Allison Westfall, *Communications Director*
Brad Steadman, *Chief Financial Officer*
Kelly Schamber, *Special Education Director*
Kevin Gifford, Curriculum, Instruction & Assessment Director

RECEIVED
SEP 19 2022
CITY OF KUNA

ORGANIZED 1904

Nampa & Meridian Irrigation District

1503 FIRST STREET SOUTH
FAX #208-463-0092

NAMPA, IDAHO 83651-4395
nmid.org

OFFICE: Nampa 208-466-7861
SHOP: Nampa 208-466-0663

September 12, 2022

Troy Behunin, Senior Planner
City of Kuna
751 W. 4th Street
Kuna, ID 83634

RE: 22-05-PUD, 22-07-ZC, 22-15-S, 22-08-SUP, 22-34-DR/ Gallica Heights Subdivision; 4425 W. Columbia Rd.

To Whom It May Concern:

Nampa & Meridian Irrigation District (NMID) requires a filed Land Use Change Application to review prior to final platting.

All private laterals and waste ways must be protected. The Districts Burke Lateral courses through this property. The districts easement for the Burke Lateral at this location is a minimum of seventy-five feet (75') total, thirty-five feet (35') left and forty feet (40') right facing downstream.

This easement must be protected. Any encroachment without a signed License Agreement and approved plan before construction is unacceptable.

All municipal surface drainage must be retained on site. If any municipal surface drainage leaves the site, NMID must review drainage plans. Developer must comply with Idaho Code 31-3805. Please feel free to contact me for further information.

Sincerely,

David T. Duvall
Asst. Water Superintendent
Nampa & Meridian Irrigation District
DTD /eol

Cc: Office/ file

APPROXIMATE IRRIGABLE ACRES
RIVER FLOW RIGHTS - 23,000
BOISE PROJECT RIGHTS - 40,000

ORGANIZED 1904

Nampa & Meridian Irrigation District

1503 FIRST STREET SOUTH
FAX #208-463-0092

NAMPA, IDAHO 83651-4395
nmid.org

OFFICE: Nampa 208-466-7861
SHOP: Nampa 208-466-0663

March 31, 2025

Troy Behunin, Senior Planner
City of Kuna
751 W. 4th Street
Kuna, ID 83634

RE: 22-07-ZC, 22-15-S, & 22-34-DR / Gallica Heights; 4425 W Columbia Rd

To Whom It May Concern:

Nampa & Meridian Irrigation District (NMID) requires a filed Land Use Change Application to review prior to final platting.

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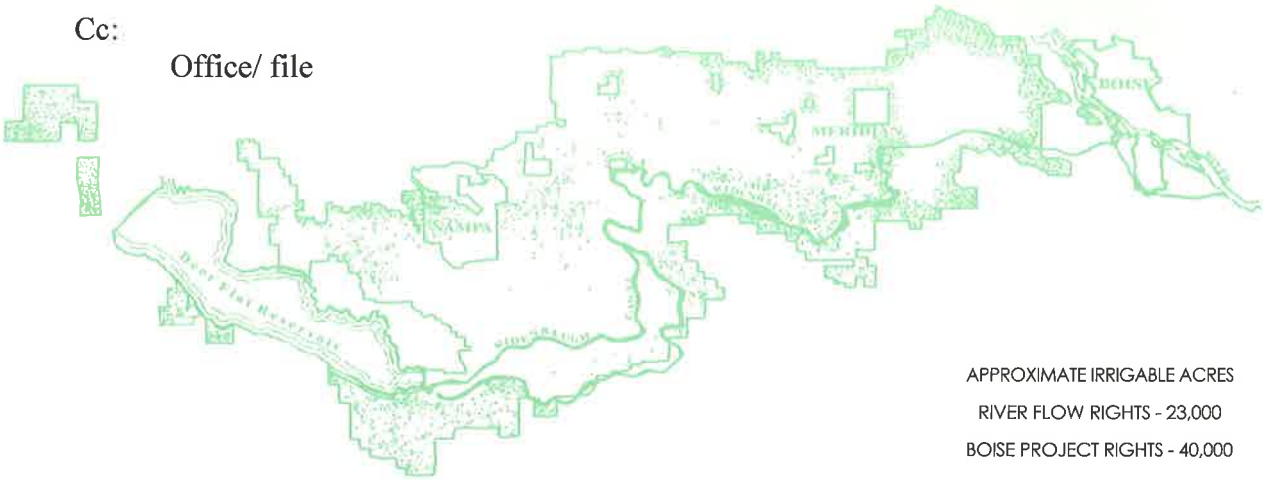
Sincerely,

Steve Pardew
Development Coordinator
Nampa & Meridian Irrigation District
SP/ eol

Cc:
Office/ file



APPROXIMATE IRRIGABLE ACRES
RIVER FLOW RIGHTS - 23,000
BOISE PROJECT RIGHTS - 40,000

ORGANIZED 1904

Nampa & Meridian Irrigation District

1503 FIRST STREET SOUTH
FAX #208-463-0092

NAMPA, IDAHO 83651-4395
nmid.org

OFFICE: Nampa 208-466-7861
SHOP: Nampa 208-466-0663

March 31, 2025

Elizabeth Koeckertiz
Givens Pursley
608 W. Bannock St
Boise, ID 83702

RE: Land Use Change Application – **Gallica Heights Subdivision**
Please note the District requires three (3) sets of plans

To Whom It May Concern:

Enclosed you will find a Land Use Change Application to file with the Irrigation District for its review on the above-referenced development. **Please note the District now requires three (3) sets of plans & a PDF format of Civil Engineer & Landscape Architecture drawings.**

If this development includes a pressurized urban irrigation system (PUIS), please also fill out the enclosed PUIS questionnaire. I encourage you to coordinate with this office on specifications for and installation of the pressure system.

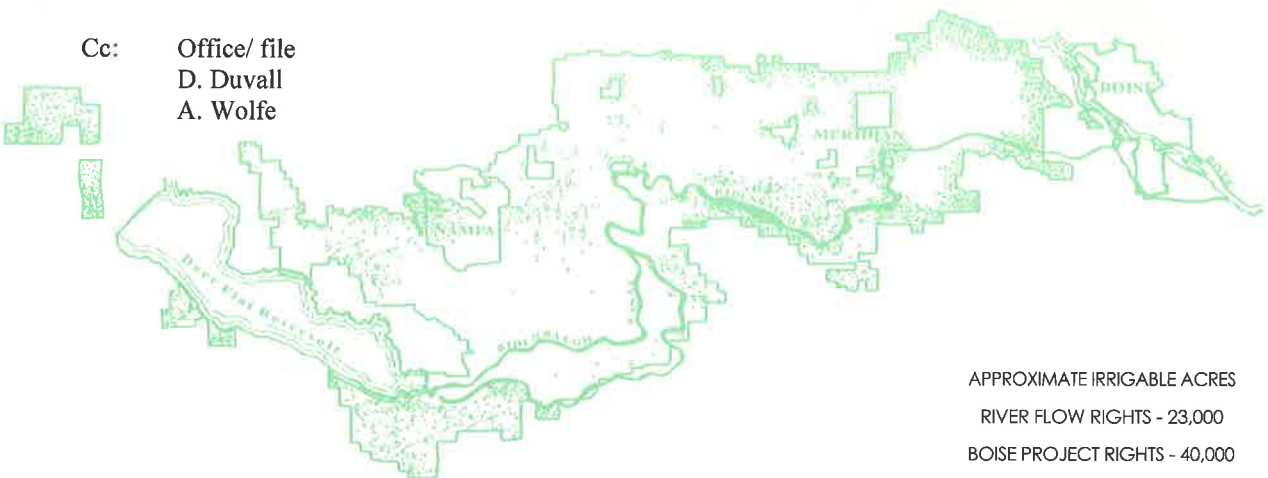
Please submit the completed application, three sets of plans with pdf format, and payment to the District's main office at 1503 First Street South Nampa, ID 83651. If time is of the essence, I recommend paying by **cashier's check, money order or cash**. Applications submitted with company or personal checks will not be processed until the check has cleared.

If you have any questions please feel free to call me at the District's shop, 208-466-0663.

Sincerely,

Steve Pardew
Development Coordinator
Nampa & Meridian Irrigation District
SP /eol

Cc: Office/ file
D. Duvall
A. Wolfe



APPROXIMATE IRRIGABLE ACRES
RIVER FLOW RIGHTS - 23,000
BOISE PROJECT RIGHTS - 40,000

From: Morgan Webb
To: Troy Behunin
Subject: Support of School and Park Partnerships
Date: Friday, June 20, 2025 10:57:55 AM
Attachments: image001.png

Hi Troy,
The Parks and Recreation department is in support of, encourages, and promotes charter school and public park partnerships. Our community is and has been growing, this would be a benefit.
Thank you,

Morgan Webb
City of Kuna
Parks & Rec., Fleet, and Facilities
Deputy Director
Cell: 208-936-8769

751 W 4th St
PO Box 13
Kuna, ID 83634

From: Kendra Conder
To: Troy Behunin
Subject: RE: UPDATED Gallica Heights Sub - Request for Agency Comments
Date: Friday, March 7, 2025 11:01:54 AM
Attachments: image001.png
image002.png

Good Morning Troy,

ITD has reviewed the application transmittal for the updated Gallica Heights subdivision. Due to the change in density and reduction in lots, ITD dos not have any concerns with the updated applications.

Thank you and Happy Friday!

Kendra Conder
District 3 | Development Services Coordinator
Idaho Transportation Department
Office: 208-334-8377
Cell: 208-972-3190

From: Troy Behunin <tbehunin@kunaid.gov>
Sent: Friday, March 7, 2025 9:34 AM
To: ACHD (planningreview@achdidaho.org) <planningreview@achdidaho.org>; Adam Ingram (Adam.Ingram@sparklight.biz) <Adam.Ingram@sparklight.biz>; Adam Wenger <AWenger@kunaid.gov>; Bobby Withrow <bwithrow@kunaid.gov>; Boise-Kuna Irri. Dist. <aflavel.bkirrdist@gmail.com>; Brando Medica (bmedica@meridiancity.org) <bmedica@meridiancity.org>; Brent Moore <bmoore@adacounty.id.gov>; Brian Graves (bgraves@kunaschools.org) <bgraves@kunaschools.org>; Camille Burt (camille.r.burt@usps.gov) <camille.r.burt@usps.gov>; Chad Gordon <Chad.Gordon@jmsanitation.com>; Chief M. Fratusco <mfratusco@adacounty.id.gov>; DEQ <BRO.Admin@deq.idaho.gov>; Eric Adolpfson <eadolfson@compassidaho.org>; Erika Olvera (eolvera@nmid.org) <eolvera@nmid.org>; Genna Ashley - Boise Project Board of Control (gashley@boiseproject.org) <gashley@boiseproject.org>; Idaho Power - Jacky Chris <easements@idahopower.com>; Idaho Power - K Funke <kfunke@idahopower.com>; D3 Development Services <D3Development.Services@itd.idaho.gov>; John Walburn - Cableone <john.walburn@cableone.biz>; Justin Walker <jwalker@kellerassociates.com>; Kendra Conder <Kendra.Conder@itd.idaho.gov>; Kristal Hinkle - KRFD <KHinkle@kunafire.com>; PZApplications <pzapplications@kunaid.gov>; Leon Letson (lletson@adacounty.id.gov) <lletson@adacounty.id.gov>; Lori Badigian <lbadigian@cdhd.idaho.gov>; Marc Boyer (marc.c.boyer@usps.gov) <marc.c.boyer@usps.gov>; Mike Borzick <mborzick@kunaid.gov>; Mike Hickman <mhickman@kellerassociates.com>; Mikel Sangroniz <msangroniz@kellerassociates.com>; 'Mindy Wallace' <Mwallace@achdidaho.org>; NMID <nmid@nmid.org>; Olivia McKinnon (ovielstichmckinnon@compassidaho.org) <ovielstichmckinnon@compassidaho.org>; Paris Dickerson (PDickerson@idahopower.com) <PDickerson@idahopower.com>; Sam Feist <SFeist@kunaid.gov>; scott arellano KRFD <scott@fccnw.com>; Stacey DuPuis <sdupuis@adacounty.id.gov>; Steve Taulbee - MFD <staulbee@meridiancity.org>; Terri (terri@nyid.org) <terri@nyid.org>; TLawrence Kuna Fire <tlawrence@kunafire.com>; Tom Ritthaler (TRitthaler@boiseproject.org) <TRitthaler@boiseproject.org>

Cc: Doug Hanson <dhanson@kunaid.gov>
Subject: UPDATED Gallica Heights Sub - Request for Agency Comments

CAUTION: This email originated outside the State of Idaho network. Verify links and attachments BEFORE you click or open, even if you recognize and/or trust the sender. Contact your agency service desk with any concerns.

Good Morning everyone.

This is an UPDATE to application request from 2022. The applicant has removed the request for an R-12 (High Density Residential) zone, and there is a reduction in overall lots from the original. If you have any questions, please let me know. This is an opportunity to update previous comments if needed. Please notify our office if you have no changes.

Have a great weekend!

UPDATED Agency Transmittal – March 6, 2025

Notice is hereby given by the City of Kuna the following actions are under consideration**:**

CASE NUMBER(S):	22-07-ZC (Rezone), 22-15-S (Pre Plat), & 22-34-DR (Design Review), for the Gallica Heights Subdivision.– ***Gallica Heights Subdivision.***
PROJECT DESCRIPTION	Applicant requests approval to Rezone approx. 132.5 acres from Agriculture (AG.) to the R-4, R-6 & C-1 zones. Applicant also requests Preliminary Plat approval in order to subdivide the lands into 514 residential, 103 common lots, 20 Common Driveways, 1 Commercial lot, 1 City Park Lot and 1 School Lot. The site is located within Section 10, Township 2 North, Range 1 West, APN's S1310223100, S1310233700, and S1310233610.
SITE LOCATION	The site address is 4425 W Columbia Rd. at the SEC of Columbia and Black Cat Roads, Nampa, ID 83687.
REPRESENTATIVE	**Elizabeth Koeckeritz** Givens-Pursley 601 W Bannock St. Boise, ID 83702 208.388.1250 eak@givenspursley.com
SCHEDULED HEARING DATE	Tuesday, **April 8, 2025,** at 6:00 PM, Kuna City Hall Council Chambers, 751 W 4th Street, Kuna, ID 83634
STAFF CONTACT	Troy Behunin Senior Planner TBehunin@kunaid.gov

Click the link in the Case Numbers Box above – Either hover and <*CLICK*>, or hold the Ctrl and <*CLICK*>.
Please let us know if you have any questions or need additional information.
If you have any questions, please let me know.

Troy

Troy Behunin
Senior Planner

PLANNING & ZONING
KUNA
IDAHO

751 W. 4th Street
P.O. Box 13
Kuna, ID 83634

City of Kuna | Development Services
Phone: 208.922.5546 Ext. 4
Email: TBehunin@KunaID.Gov
www.kunacity.id.gov

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Bruce Anderson
8301 South Black Cat Road
Nampa, Idaho 83687
208 996-6185
<imulch@gmx.com>

RE: Gallica Heights Subdivision, **Redesigned layout** after P&Z denial of subdivision application, on November 25, 2024

For: Gallica Heights Subdivision, Reconsideration, at Kuna city hall council chambers, on March 11, 2025 at 6 PM

The original Gallica Heights Subdivision layout was declined in part due to the projected massive traffic impact generated by the dense planned community.

The redesigned dense layout is still a **Deal Breaker** in our opinion.

Bruce and Sharon Anderson

Bruce C Anderson

Gallica Heights Subdivision

I am writing to the Kuna City Council today in regards to the proposed Gallica Heights Subdivision. Our family has many concerns and objections to this subdivision.

Noise/Traffic/Water/Schools/Safety/Personal

Our family has been visiting Idaho for a number of years and have always loved the state. In our past adventures to Idaho Kuna had never been one of the locations we had visited. When we decided to move here over 2 years ago we rented a home in Kuna; site unseen and thankfully God put us exactly where our family would feel at home. Kuna is an absolutely beautiful town full of great people and exceptional beauty. I just loved driving up and down Ten Mile/Black Cat so I could enjoy the beauty of the farm lands. Sadly quite quickly over the past year many of these farms are turning into huge housing complexes and you see nothing but white signs advising of future development coming. Kuna is at risk of no longer being set apart from the neighboring towns and becoming just a continuation of Meridian and all of its homes and business complexes. Kuna has such a great mix between farms, homes and businesses.

The schools in Kuna have been overcrowded since we moved here. Our kids could have walked to school but we chose to drive our kids out of the district to achieve smaller classrooms. We continue to drive elsewhere for our kids' education as it is so fundamental in their lives. If we do not provide a solid education to the students of Kuna how can we hope to have productive adults for the community in the future. The building of this subdivision will add many students to an already overpopulated system. There needs to be a focus on a good foundation and focus on how we can increase class size now before we add to the problem. Since the most recent bond failed it is not possible to get schools built in a timely manner. It is not fair for the current and future students and their families. Below is a figure showing the enrollment projection from a school district study:

Figure 6. Kuna School District Enrollment Projections

Kuna School District - Elementary				
	Year	Education Capacity [1]	Projected Enrollment	Capacity Utilization
Base	2022	2,636	2,614	99%
1	2023	2,636	2,733	104%
2	2024	2,636	2,852	108%
3	2025	2,636	2,971	113%
4	2026	2,636	3,090	117%
5	2027	2,636	3,209	122%
6	2028	2,636	3,328	126%
7	2029	2,636	3,447	131%
8	2030	2,636	3,566	135%
9	2031	2,636	3,685	140%
10	2032	2,636	3,804	144%
	10-Year Increase		1,190	45%

Kuna School District - Middle				
	Year	Education Capacity [1]	Projected Enrollment	Capacity Utilization
Base	2022	1,559	1,323	85%
1	2023	1,559	1,383	89%
2	2024	1,559	1,443	93%
3	2025	1,559	1,503	96%
4	2026	1,559	1,563	100%
5	2027	1,559	1,623	104%
6	2028	1,559	1,683	108%
7	2029	1,559	1,743	112%
8	2030	1,559	1,803	116%
9	2031	1,559	1,863	119%
10	2032	1,559	1,923	123%
	10-Year Increase		600	38%

Kuna School District - High				
	Year	Education Capacity [1]	Projected Enrollment	Capacity Utilization
Base	2022	1,856	1,817	98%
1	2023	1,856	1,900	102%
2	2024	1,856	1,983	107%
3	2025	1,856	2,066	111%
4	2026	1,856	2,149	116%
5	2027	1,856	2,232	120%
6	2028	1,856	2,315	125%
7	2029	1,856	2,398	129%
8	2030	1,856	2,481	134%
9	2031	1,856	2,564	138%
10	2032	1,856	2,647	143%
	10-Year Increase		830	45%

[1] Education capacity allows for general education and special program classrooms

We have great concerns regarding the water supply in Idaho. For every farm that gets replaced by a concrete housing development we run the risk of the aquifers not being replenished and our wells running dry. The Governor's Water Summit just took place and that was the theme of the Summit; continual water supply decreases. Below is from an article from the East Idaho News:

> District 63 watermaster, Mike Meyers, said the Treasure Valley is seeing the beginning of a trend where drains are drying up and water districts are losing water supply in the Boise River equivalent to 234,000 acre feet of water a year.
>
> "As we put concrete houses and sprinklers, we don't get that return into the aquifer," he told the Sun. "And so that is what keeps me up at night — that the more we concrete things, the less returns we'll have. So are we one year away or are we five years ago from those drains going to zero and having shallow aquifers?"

Once the land is covered in homes and concrete there is no putting it back. Time should be allowed to see the effects of the recent developments that have been completed and the current subdivisions that are already in the building process before adding anymore.

Gallica Heights plans to build over 700 lots which can easily add over 1000 cars to Columbia Road. Traffic is already a problem in the area and adding this many cars will just compound that issue. Due to us driving our kids out of the district for school our family is well versed on rush hour traffic and how busy it already is. There is also a safety concern with all of these cars on the road. Again there needs to be a plan in place now that happens to the roads prior to building any more subdivisions. Otherwise you unduly make your community members suffer in traffic until the problem is solved after the fact.

This subdivision will personally affect us by bringing in noise, lights and destroying the beautiful view. Our home and neighborhood is surrounded by peace and quiet; 700 homes will change that dramatically with the noise of cars and the noise from all of the people in these homes. All of the street lights will make it so we can no longer enjoy the stars at night and the 702 lots will block the view of the mountains.

Does Kuna really need anymore homes built? With the current state of the economy we do not believe it is in the best interest of Kuna to be building in such mass quantities. Prices and interest rates are too high for people to afford buying a home currently. Currently there are 200 homes for sale and 68 for rent. The majority of buyers now are investors and that is not who we want to attract to our town. We want those who are invested in our town and have its best interest in mind..

Thank you for considering our opinions and views

Tamara Hough (Tammie)
8397 S Old Farm Pl
Meridian, ID 83642

received
12.7.22 JB

December 7, 2022

Kuna Planning and Zoning
PO Box 13
Kuna, Id. 83634

Re: Gallica Heights Subdivision

Dear Commission members:

I writing to provide written testimony for the planned subdivision of Gallica heights. Being a resident of Ada County living near the proposed zoning change, I have the following concerns:

1. Density
   615 proposed residential lots (418 R-6 and 196 R-12). The R-12 Lots are designated to be townhouse located off of Black Cat Road. Kuna FLUM's plan designates this area to be low density. Also mention in Kuna's comprehensive plan is a statement that R-12 high density residential is intended as a buffer between less intensive residential and commercial property. The west side of Black Cat is agricultural residential. Townhouses do not fit in with the surrounding neighborhood. The 196 or 202 (depending on which figures you use) lots for Townhouses has only one main exit to the west and another road leading to a maze of roads that evidently exit out on Shayla. This area appears crowded on the plat with open areas existing only between buildings, no amenities, or additional parking. The rendered drawing shows no garages or parking for the townhouses. Parking on the street is inadequate for the number of townhomes with a probable 2+ cars for each residence. This area would better be served as aa R-4 or R-6 along with the other lots in the planned subdivision.

   The number of lots and size of this proposed subdivision increases urban sprawl, increases pollution, greenhouse gases, increase use of cars on roads not designed to handle the traffic, need for new schools, increase police protection, and increase in water usage (our water supply is not endless, check climate change projections, our aquafers are decreasing).

2. Design
   Consider moving amenities such as pool, park and courts to the center of the development to make it more walkable for all of the residents to help alleviate the needs to drive within the subdivision.

3. Safety
   Pathway along Ridenbaugh canal: Is this on Irrigation district property? If so, has it been approved by irrigation district. They usually do not condone walking on their ditch banks.

   Road exit onto Black Cat road may be dangerous since there is a dip in the road south of the proposed exit which hides northbound cars on the road. The speed limit is 50 mph so cars can quickly come upon exiting cars.

   Shayla road exits out onto Columbia road at the base of small hill which makes visibility of cars coming from the east very difficult and dangerous. This road could potentially be used by the residents of Sabino Rocky Ridge subdivision. Columbia Road and Black Cat currently back up during morning and evening commutes. With new subdivision on Linder and Columbia this could easily become unmanageable.

4. Burden on current taxpayers: New subdivisions are putting a burden on our taxpayers. We recently had a tax levies to pay for a new fire station, personnel and equipment. Increasing subdivisions in the city of Kuna will requiring the construction of new schools at all levels and the need for additional police personnel. These additional taxes will soon make home ownership impossible for people with fixed and limited income. Citywide rent will rise to offset the new taxes. Do we want our elderly and renters to be out on the streets?

We need to ask ourselves is our current quality of life going to suffer because of developers wanting maximum profit for their developments. When is enough, enough. After all people settle in the Kuna area to be in a rural setting, do we really want to continue growing.

Thank for the opportunity to have our concerns heard.

Sincerely,

Terry and Renee Stewart

received
Tony B.
Rec'd 2/6/24

Testimony for KUNA PLANNING AND ZONING MEETING August 22, 2023
and City Council meeting February 6, 2024

Concerns about proposed Gallica Heights subdivision:

1.

Rezoning contradicts with FLUM and Envision Kuna Comprehensive Plan:

Land is currently zoned Agricultural Goal Area 5, 5D identify specific strategies to preserve open space, Agricultural lands and Heritage.

Everywhere I look agricultural lands are being eaten up by dense subdivisions. Is this what Envision Kuna Comprehensive plan envisioned, I think not.

Future Land Use Plan (FLUM list area as Medium density (615 residential lots is not medium density especially the townhouses that are being proposed crammed into the lots along Black Cat Road)

Envision Kuna Comprehensive Plan 3.A1b concentrate medium to high density residential……. in Kuna core. Low density residential development, open space, industrial and agricultural uses in Kuna outer areas.

EKCP 3.A1e identify and implement mechanism to preserve and encourage agricultural uses. Another nearby city planning director (Keane) stated in a newspaper article "The way we should be growing is in a manner that more and more people don't have to drive so much. And the only way to do that is to put density in the right places, I mean where density is helpful." " Density has to be near things" ….grocery stores, parks, and restaurants, where people can walk and drive shorter distance." This has merit and applies to our situation.

High density town houses are not compatible with our existing neighborhoods. Density of proposed subdivision 615 residences on 132.6 acres could equal 2460 residents if an average of 4 per household, That's is almost 10% of the 2020 census of Kuna.

2. Increased burden to taxpayers to pay for new schools, police protection, and fire protection. An average of 2.5 children per household will possibly add 1547.5 students to Kuna school district. District representative testified that current schools cannot accommodate this influx and School bond elections have been unsuccessful in recent past.

3. Currents roads cannot accommodate the increase in traffic, most household have 2Plus cars which means the roads will have an additional of 1240 cars using them multiple times a day, to and from work, taking and picking ups children from school, church activities, sports, and recreational events, etc. (possibly 4960 trips per day). Currently Columbia is receiving

an additional influx of cars from new Canyon County subdivisions that are have been build or being built on Locust to access the freeway at Ten Mile. Black Cat is receiving a new influx of cars from subdivisions to the south and west. In addition, new subdivisions are being built east on Columbia. All of these cars cause an increase in pollution and greenhouse effect to our atmosphere.

In conclusion, we can not support this revision to the current zoning. If the committee feel the need to change it, please consider lesser density and particularly no townhouses. The need for better roads and school need to be addressed prior to construction.

Terry Stewart

Renee Stewart

received
12-2-22

Bruce And Sharon Anderson
8301 South Black Cat Road
Nampa, Idaho 83687
<imulch@gmx.com>
208-996-6185, Bruce
208-996-6184, Sharon

Case No 22-05-PUD, Gallica Heights

Subject: Accommodation to totally contain runoff from approximately 120 acres of the 132.26 acres.

At present, all of the irrigation runoff from 120 acres of farmed land in this Gallica Heights subdivision is drained through a large pipe at the low point, under South Black Cat Road, onto the properties west of the road and into the "Waters Of The United States," namely, Indian Creek. The mud-laden drainage water fouls the creek/New York Canal water and has resulted in many feet of mud buildup on private land (evidence = What was once a 5 foot fence became a 2 foot fence!)

The owner of this project is required to provide for complete on site containment of runoff, as local residents were told at a preliminary meeting near the property. In planning for this containment, consideration must be given to a known, worst case scenario. We have witnessed that scenario, one in which an inch of "warm" rain fell on a couple inches of snow under which the ground was frozen. We witnessed several inches of water flooding across South Black Road from east to west. A lake formed at the low point at the culvert under the road and eventually drained across private land to Indian Creek. Is it correct to assume that culvert will no longer exist when farming ceases and the project is completed?

One inch of rain in a day has been recorded here many times. Given the calculated non-absorption percentage of this project (road, sidewalk, roof surfaces, etc) plus the possibility of frozen ground, what provision has been made to accommodate the projected runoff? For example, one inch of rain on 120 acres of ground would require a one-acre pond 10 feet deep if there was immediate runoff. Where is the pond with such capacity, in this project?

Again, this is based on a worst case scenario, but doesn't such a scenario have to be considered? If such a holding capacity isn't available, low-lying residences certainly would suffer catastrophic flooding at some time. And possibly adjacent properties west of South Black Cat Road would be at risk also.

Just saying. Bruce C Anderson

Bruce C Anderson
12-2-2022

From: Doug Hanson
To: Troy Behunin
Subject: FW: Online Form Submittal: Public Testimony Form
Date: Thursday, March 6, 2025 7:49:48 AM
Attachments: image002.png
Importance: High

DEVELOPMENT SERVICES KUNA IDAHO

751 W. 4th Street
P.O. Box 13
Kuna, ID 83634

Doug Hanson
Planning & Zoning Director
City of Kuna | Development Services

Phone: 208-287-1771
Email: dhanson@kunaid.gov
www.kunacity.id.gov

All e-mail messages sent to or received by City of Kuna e-mail accounts are subject to Idaho law, in regard to both release and retention, and may be released upon request, unless exempt from disclosure by law.

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Wednesday, March 5, 2025 4:50 PM
To: Doug Hanson <dhanson@kunaid.gov>; City Clerk <cityclerk@kunaid.gov>
Subject: Online Form Submittal: Public Testimony Form

Public Testimony Form

Please complete the form with your testimony for the below referenced case for the Public Hearing record.

Case Number/Description	Case Nos. 22-15-S & 22-07-ZC - Gallica Heights Subdivision
Public Hearing Date	3/11/2025
Will you also be providing in person testimony at the Public Hearing	Yes
In Favor, Neutral or In Opposition	Opposition
Email	freedomrose28@gmail.com
	2033997273

Phone Number	
First Name	Ursula "Rose"
Last Name	Sellars
Address1	8121 S Old Farm Pl
City	Meridian
State	ID
Zip	83642-7157
Written Testimony	Legal & Community Challenge to the Gallica Heights Subdivision Proposal Dear Members of the Kuna Planning & Zoning Commission, We, the united homeowners of the Homestead Homeowners Association, have formed the Preserve Kuna's Heritage Coalition to strongly oppose the proposed roadway behind our homes and the continued push for R-6 zoning in the Gallica Heights Subdivision. Due to newly received corrected information, we request that this statement replace the statement we submitted yesterday on March 3, 2025 as our official testimony. After a representative from our coalition visited the P&Z office on Tuesday, March 4, 2025, it was our understanding that that the developer had removed R-12 zoning from the proposal, but the legal notice received by residents in the mail today (Wednesday March 5, 2025) indicates it is still in the plan, along with C-1 zoning. The inclusion of R-6 zoning still presents serious and unaddressed concerns regarding infrastructure capacity, safety, and quality of life impacts. Given the massive traffic burden from this development, the shift to a charter school, and the addition of a major roadway behind our homes, this subdivision should be restricted to R-4 zoning or lower to protect Kuna's residents and maintain responsible growth. OUR CONCERNS I: EXTREME & UNMANAGEABLE TRAFFIC CONGESTION 1. Columbia and Black Cat Roads CANNOT support the projected traffic influx. 2. Traffic Impact Analysis: 654 new homes, averaging two vehicles per residence, will result in 1,308 additional cars trying to exit through just two egress points during peak hours. That

means one car every 2.75 seconds attempting to merge onto already-gridlocked roads.
3. Now, with a collector road added behind our homes, thousands more vehicles will be stopping and going at all hours, turning our backyards into an endless stream of noise, pollution, and congestion.
4. This level of congestion is completely unmanageable and will lead to dangerous road conditions, longer emergency response times, and increased accidents.

II: BLIND HILL DANGER: A MAJOR ROAD HERE WILL COST LIVES

1. Our neighborhood is already compromised by a blind hill on Columbia Road. Thousands more cars added to this corridor will turn an existing risk into a deadly hazard.
2. The placement of this major road behind our homes is reckless and must be rejected. Kuna must consider an alternative route that does not endanger its citizens.

III: THE CHARTER SCHOOL WILL WORSEN CONGESTION & STRAIN PUBLIC RESOURCES

1. The school planned for this subdivision has now been changed to a charter school, which will bring in hundreds of additional daily trips from families outside our immediate area.
2. Kuna’s middle and high schools are already overcrowded and underfunded. This increase in students and vehicle traffic is an infrastructural failure waiting to happen.
3. No traffic study has been conducted that accounts for the combined impacts of the school, the 1,230+ new vehicles, and the additional traffic from the proposed road behind our homes. Approving this project without such an analysis is indefensible.

IV: NOISE, LIGHT & ENVIRONMENTAL POLLUTION WILL DESTROY OUR QUALITY OF LIFE

1. A high-traffic road behind our homes means inescapable noise pollution. Thousands of vehicles stopping and accelerating will permanently disrupt our community’s peace.
2. Streetlights and headlights from cars, buses, and emergency vehicles will shine directly into our backyards and homes, robbing us of our privacy and tranquility.
3. The environmental impact of this development—including air pollution from traffic, destruction of open space, and additional strain on Kuna’s already-limited infrastructure—has been completely ignored.

V: SEVERE PROPERTY VALUE LOSS & LEGAL LIABILTY FOR THE CITY

1. Our homes were purchased with the expectation of surrounding Agricultural (A) and R-1 zoning. This plan represents a bait-and-switch that devalues our investments.
2. A collector road behind our homes, combined with R-6 zoning, will significantly reduce property values and result in major equity losses. Idaho courts have ruled that cities must consider the financial impacts of zoning changes on homeowners—failure to do so could expose Kuna to legal action.
3. We will not accept an outcome where our property rights are trampled for the sake of unchecked developer profits.

OUR DEMANDS:

✓ LIMIT ZONING TO R-4 OR LOWER– Given the extreme traffic burden and infrastructure concerns, zoning must be restricted to R-4 or lower to prevent overwhelming congestion and maintain responsible growth.

✓ REQUIRE A COMPREHENSIVE TRAFFIC STUDY THAT PROVES FEASIBILITY- An in-depth, independent traffic study that INCLUDES THE PROPOSED EXTENSION OF SHAYLA AVE. DIRECTLY BEHIND OUR HOMES TO COLUMBIA AVE. must be conducted to prove:

1. 1,230+ new cars merging onto Columbia and Black Cat Roads from the Gallica Heights' subdivision's 615 proposed residences is feasible and safe
2. Traffic from the Shayla Road extension and its additional thousands of residents has been accounted for and the additional congestion, safety risks and pollution levels have been documented and addressed.
3. The charter school's daily traffic influx has been incorporated into planning.

✓ REJECT THE PROPOSED ROAD BEHIND OUR HOMES & REROUTE TRAFFIC ELSEWHERE

1. A major road behind our homes is completely unacceptable.
2. An alternative design must be implemented that routes high-traffic roads elsewhere – we suggest through the subdivision itself, ensuring that our neighborhood is not turned into a traffic corridor.

✓ REQUIRE A NATURAL BERM, WALKING PATH AND RELOCATION OF THE SCHOOL, SOCCER FIELDS, AND OPEN GREEN SPACES

If this development moves forward, a substantial natural berm and walking path must be constructed behind our homes to protect our privacy, buffer noise, and prevent light pollution. The

school, soccer fields, and open green spaces should be relocated behind our homes, creating a buffer that benefits both existing homeowners and future residents.

KUNA'S LEGAL & ETHICAL RESPONSIBILITY

The Planning & Zoning Commission has a duty to protect its residents from negligent planning. This project, as currently proposed, is not only irresponsible—it is legally indefensible.

We remind the Commission that Idaho courts have overturned zoning approvals when cities failed to address:

1. Traffic congestion and road safety hazards (Lusk v. Boise, 2015; Twin Falls Co., 2024)
2. Infrastructure deficiencies, including school overcapacity and emergency services strain (NW Neighborhood Assoc. v. Boise, 2023)
3. Property value declines and homeowner rights violations (Veterans Park Assoc. v. Boise, 2025; Jasso v. Camas County, 2011)

If this project is approved without major revisions, Kuna risks a legal challenge that has clear precedent for success.

WE STAND UNITED & WILL TAKE ACTION

We, the residents of Kuna—your constituents, taxpayers, and neighbors—demand responsible planning. If our voices are ignored, WE ARE PREPARED TO FIGHT THIS IN COURT, as Idaho communities have successfully done before.

We know that you, as leaders of Kuna's Planning & Zoning Commission, share our love for this community and its heritage. We urge you to listen to your residents, enforce responsible planning, and make the necessary changes to protect Kuna's future.

WE STAND FIRM. WE WILL BE HEARD. WE ASK YOU TO STAND WITH US.

Sincerely,
Preserve Kuna's Heritage: The Homestead Homeowners Coalition

COALITION MEMBERS:
Robert Reyes and Ursula "Rose" Sellars, 8121 S. Old Farm Place, Meridian, ID 83642
Dennis and Marci Durrant, 8352 S. Old Farm Place, Meridian, ID 83642

Ken and Tammie Hough, 8397 S. Old Farm Place, Meridian, ID 83642
Don and Carol Joyce, 3723 W Columbia Rd., Meridian, ID 83642
Bill and Shaunna Bach, 8115 S. Old Farm Place, Meridian, ID 83642
Lori Kelly, 8260 S Old Farm Place, Meridian, ID 83642
Dan and Connie Skogrand, 8167 S. Old Farm Place, Meridian ID 83642
Justin and Kelly Van Wey, 8054 S. Old Farm Place, Meridian, ID 83642
Jim and Amy Negomir, 8351 S. Old Farm Place, Meridian, ID 83642
Dennis Wilkerson, 8305 S. Old Farm Place, Meridian, ID 83642
Jeff Smith, 8259 S. Old Farm Place, Meridian, ID 83642
Jim and Pat Clayton, 3865 W. Columbia Rd., Meridian, ID 83642
Michael A. Clayton, 3865 W. Columbia Rd., Meridian, ID 83642

Coalition correspondence contact:
Ursula “Rose” Sellars | email: freedomrose28@gmail.com

By checking the "I agree" box below, you agree and acknowledge that submitting, that this testimony will be a public record and a part of the case file for the governing body. Any testimony submitted after the public hearing Will Not be considered by the governing body.

Electronic Signature Agreement	I Agree

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Gallica Heights Subdivision

I am writing to the Kuna City Council today in regards to the proposed Gallica Heights Subdivision. Our family has many concerns and objections to this subdivision.

Updated 6/18/2025:

The Planning and Zoning Commission rightfully denied the application for the Madrone Subdivision citing traffic concerns due to the amount of homes proposed in this development. A member from the school district also voiced the opinion of the school to deny this application due to lack of placement for the children that will be living in the development even though a Charter School was part of the proposal. Gallica Heights is proposing a plan that has almost double the amount of homes compared to Madrone. It was stated that you can estimate 10 travels per home per day. I can't imagine what traffic will be like getting in and out of Kuna from 514 homes. Improvements to Ten mile and Black Cat are not projected to be started for a number of years.There were some members of the commission that wanted to see R-4 or less and this is still slated as R-4, R-6, Commercial and a school. I respectfully ask you to use the same wisdom and thought used in the past with similar developments and specifically Gallica Heights to deny this application.

Noise/Traffic/Water/Schools/Safety/Personal

Our family has been visiting Idaho for a number of years and have always loved the state. In our past adventures to Idaho Kuna had never been one of the locations we had visited. When we decided to move here over 2 years ago we rented a home in Kuna; site unseen and thankfully God put us exactly where our family would feel at home. Kuna is an absolutely beautiful town full of great people and exceptional beauty. I just loved driving up and down Ten Mile/Black Cat so I could enjoy the beauty of the farm lands. Sadly quite quickly over the past year many of these farms are turning into huge housing complexes and you see nothing but white signs advising of future development coming. Kuna is at risk of no longer being set apart from the neighboring towns and becoming just a continuation of Meridian and all of its homes and business complexes. Kuna has such a great mix between farms, homes and businesses.

The schools in Kuna have been overcrowded since we moved here. Our kids could have walked to school but we chose to drive our kids out of the district to achieve smaller classrooms. We continue to drive elsewhere for our kids' education as it is so fundamental in their lives. If we do not provide a solid education to the students of Kuna how can we hope to have productive adults for the community in the future. The building of this subdivision will add many students to an already overpopulated system. There needs to be a focus on a good foundation and focus on how we can increase class size now before we add to the problem. Since the most recent bond failed it is not possible to get schools built in a timely manner. It is not fair for the current and future students and their families. Below is a figure showing the enrollment projection from a school district study:

Figure 6. Kuna School District Enrollment Projections

Kuna School District - Elementary				
	Year	Education Capacity [1]	Projected Enrollment	Capacity Utilization
Base	2022	2,636	2,614	99%
1	2023	2,636	2,733	104%
2	2024	2,636	2,852	108%
3	2025	2,636	2,971	113%
4	2026	2,636	3,090	117%
5	2027	2,636	3,209	122%
6	2028	2,636	3,328	126%
7	2029	2,636	3,447	131%
8	2030	2,636	3,566	135%
9	2031	2,636	3,685	140%
10	2032	2,636	3,804	144%
	10-Year Increase		1,190	45%

Kuna School District - Middle				
	Year	Education Capacity [1]	Projected Enrollment	Capacity Utilization
Base	2022	1,559	1,323	85%
1	2023	1,559	1,383	89%
2	2024	1,559	1,443	93%
3	2025	1,559	1,503	96%
4	2026	1,559	1,563	100%
5	2027	1,559	1,623	104%
6	2028	1,559	1,683	108%
7	2029	1,559	1,743	112%
8	2030	1,559	1,803	116%
9	2031	1,559	1,863	119%
10	2032	1,559	1,923	123%
	10-Year Increase		600	38%

Kuna School District - High				
	Year	Education Capacity [1]	Projected Enrollment	Capacity Utilization
Base	2022	1,856	1,817	98%
1	2023	1,856	1,900	102%
2	2024	1,856	1,983	107%
3	2025	1,856	2,066	111%
4	2026	1,856	2,149	116%
5	2027	1,856	2,232	120%
6	2028	1,856	2,315	125%
7	2029	1,856	2,398	129%
8	2030	1,856	2,481	134%
9	2031	1,856	2,564	138%
10	2032	1,856	2,647	143%
	10-Year Increase		830	45%

[1] Education capacity allows for general education and special program classrooms

We have great concerns regarding the water supply in Idaho. For every farm that gets replaced by a concrete housing development we run the risk of the aquifers not being replenished and our wells running dry. The Governor's Water Summit just took place and that was the theme of the Summit; continual water supply decreases. Below is from an article from the East Idaho News:

> District 63 watermaster, Mike Meyers, said the Treasure Valley is seeing the beginning of a trend where drains are drying up and water districts are losing water supply in the Boise River equivalent to 234,000 acre feet of water a year.
>
> "As we put concrete houses and sprinklers, we don't get that return into the aquifer," he told the Sun. "And so that is what keeps me up at night — that the more we concrete things, the less returns we'll have. So are we one year away or are we five years ago from those drains going to zero and having shallow aquifers?"

Once the land is covered in homes and concrete there is no putting it back. Time should be allowed to see the effects of the recent developments that have been completed and the current subdivisions that are already in the building process before adding anymore.

Gallica Heights plans to build over 700 lots which can easily add over 1000 cars to Columbia Road. Traffic is already a problem in the area and adding this many cars will just compound that issue. Due to us driving our kids out of the district for school our family is well versed on rush hour traffic and how busy it already is. There is also a safety concern with all of these cars on the road. Again there needs to be a plan in place now that happens to the roads prior to building

any more subdivisions. Otherwise you unduly make your community members suffer in traffic until the problem is solved after the fact.

This subdivision will personally affect us by bringing in noise, lights and destroying the beautiful view. Our home and neighborhood is surrounded by peace and quiet; 700 homes will change that dramatically with the noise of cars and the noise from all of the people in these homes. All of the street lights will make it so we can no longer enjoy the stars at night and the 702 lots will block the view of the mountains.

Does Kuna really need anymore homes built? With the current state of the economy we do not believe it is in the best interest of Kuna to be building in such mass quantities. Prices and interest rates are too high for people to afford buying a home currently. Currently there are 200 homes for sale and 68 for rent. The majority of buyers now are investors and that is not who we want to attract to our town. We want those who are invested in our town and have its best interest in mind..

Thank you for considering our opinions and views

Tamara Hough (Tammie)
8397 S Old Farm Pl
Meridian, ID 83642

From: Doug Hanson
To: Troy Behunin
Subject: FW: Online Form Submittal: Public Testimony Form
Date: Wednesday, March 5, 2025 6:33:08 AM
Attachments: image002.png

DEVELOPMENT SERVICES KUNA IDAHO

751 W. 4th Street
P.O. Box 13
Kuna, ID 83634

Doug Hanson
Planning & Zoning Director
City of Kuna | Development Services

Phone: 208-287-1771
Email: dhanson@kunaid.gov
www.kunacity.id.gov

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From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Tuesday, March 4, 2025 9:27 PM
To: Doug Hanson <dhanson@kunaid.gov>; City Clerk <cityclerk@kunaid.gov>
Subject: Online Form Submittal: Public Testimony Form

Public Testimony Form

Please complete the form with your testimony for the below referenced case for the Public Hearing record.

Case Number/Description	22-15-S & 22-07-ZC- Gallica Heights Subdividsion
Public Hearing Date	3/11/2025
Will you also be providing in person testimony at the Public Hearing	Yes
In Favor, Neutral or In Opposition	Opposition
Email	drbbach2@gmail.com

Phone Number	208-850-8969
First Name	Bill
Last Name	Bach
Address1	8115 S Old Farm Place
City	Meridian
State	Idaho
Zip	83642
Written Testimony	As a resident living on the corner of Old Farm Place and Columbia Roadctly adjacent to the proposed Subdividsion, I am very aware of the ever increasing traffic load along Columbia Road. During rush hours it takes several minutes to turn onto Columbia Road as it is a constant stream of cars. Adding 615 homes plus a school will add approximately 1,200 cars trying to enter the already busy Columbia Road in and out of the proposed subdivision both morning and evening rush hours. That is both unconscionable and unfeasable. There may be a place that can accommodate a subdivision of this magnitude but this location is not one. Please explain the findings from P&Z traffic analysis of congestion issues.

By checking the "I agree" box below, you agree and acknowledge that submitting, that this testimony will be a public record and a part of the case file for the governing body. Any testimony submitted after the public hearing Will Not be considered by the governing body.

Electronic Signature Agreement	I Agree

Email not displaying correctly? View it in your browser.

Troy Behunin

From: Monique Ruwe <ruwemusic@msn.com>
Sent: Wednesday, July 5, 2023 12:00 PM
To: Troy Behunin
Cc: Monique Ruwe
Subject: Gallica Heights zoning July 11th P&Z meeting

We live in Saddle Ridge on the north side of Columbia. We are one of four or five subdivisions within a two mile area which are zoned R1. Surrounding these subdivisions are farm land, dairy farms, and two lane roads with two and four way stop signs.

We are not opposed to development, however given the small acreage developments along Columbia, allowing Gallica Heights to be rezoned to R12 is excessive. This would not be contiguous zoning and would not fit in with the surrounding properties.

The roads are not designed to handle such a large influx of traffic. Kuna school district is at capacity and this should be taken into account when deciding what level of density to approve.

Sincerely,

Ruston and Monique Ruwe

Sent from Mail for Windows

Troy Behunin

From: Doug Hanson
Sent: Monday, July 10, 2023 8:07 AM
To: Troy Behunin
Subject: FW: Online Form Submittal: Public Testimony Form

Categories: PUBLIC EMAILS

Best,

Doug Hanson
Planning and Zoning Director
City of Kuna
751 W 4th St
Kuna, ID 83634
dhanson@kunaid.gov
208.287.1771

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Friday, July 7, 2023 12:45 PM
To: Doug Hanson <dhanson@kunaid.gov>; City Clerk <cityclerk@kunaid.gov>
Subject: Online Form Submittal: Public Testimony Form

Public Testimony Form

Please complete the form with your testimony for the below referenced case for the Public Hearing record.

Case Number/Description	22-05-PUD, 22-07-ZC, 22-15-S, 22-08-SUP Gallica Heights Subdivision
Public Hearing Date	7/11/2023
Will you also be providing in person testimony at the Public Hearing	No
In Favor, Neutral or In Opposition	Opposition

Email	daynawilhite@hotmail.com
Phone Number	208-577-1488
First Name	Dayna
Last Name	Wilhite Grow
Address1	7946 S Saddle Bag Way
City	Nampa
State	ID
Zip	83687
Written Testimony	Hello, We reside in the Saddle Ridge subdivision. Our home is directly across the street from the proposed Gallica Heights subdivision. We do not believe that the area is suitable for high density zoning. The applicant is requesting approval to sub divide the lands into 702 lots (615 residential, 86 common and 1 commercial). The majority of the housing in our area are on large lots. Opposite the proposed area is zoned agricultural. The proposed would have smaller lots and apartments. Such condensed dwellings would not have access to public services and the two lane roads would not support the high number of proposed residents in the area. The local schools are currently struggling with the increased growth in the area. The proposed would compound the school's current demands. The request for commercial zoning is out of touch with the needs of the community. There are no businesses in the area. The area is residential. The road ways are not conducive to businesses. We welcome new neighbors. We just ask that the planning and zoning mirror the existing neighborhoods, family homes on larger lots. Larger subdivisions are better served near city centers not rural areas. We believe that our community needs have a variety of housing options. The City of Kuna could offer larger lot options to the valley. They are very much in demand and so few are offered. We are in our forever home and our hope is that our slice of heaven does not get swallowed up by big development. Thank you for your time.

By checking the "I agree" box below, you agree and acknowledge that submitting, that this testimony will be a public record and a part of the case file for the governing body. Any testimony submitted after the public hearing Will Not be considered by the governing body.

Electronic Signature Agreement	I Agree

Email not displaying correctly? View it in your browser.

The following is our written testimony to the proposed Gallica Heights Subdivision.
We reside directly across from the proposed.

As residents of existing communities, the main questions that arise when a new subdivision and or infrastructure are proposed are:

How does the proposal improve my community?

High density impacts have been well studied. Higher density areas create more traffic, noise, and other environmental impacts on individuals' quality of life.

An agreeable fact is that low density housing is the best option for our health. As humans we need to see something green! A low density neighborhood promises to be quiet and private, and have very little traffic. Is this not the perfect place to bring up our kids?

When individuals and property are negatively impacted by the higher density infrastructure, it lowers desirability and marketability of existing homes negatively impacting the value of homes.

We do welcome new neighbors, however, we are in opposition to the developers vision of what our community should look like. We appreciate the proposed recent reduction in residential lots by the developer from the previously denied plan of 615 residences to 514 residences, however, the proposed density is still extremely high and will negatively impact our county community.

The developer's vision does not align to the City of Kuna's Comprehensive Plan to use strategies to preserve Kuna's open space, agricultural lands and heritage. The proposed development of 514 residences is a massive subdivision designed with house next to house, with little to no open space. The plan does not include elements of Kuna's identity as agriculturally-rich community. Agriculture and farms are characteristics that residents desire of Kuna.

The developer is asking to rezone to R4, R6 and C1. Nearby subdivisions such as Iron Horse, Danskin and Saddle Ridge are zoned R1 and neighboring farms are agriculture on greater acreage. This enormous amount of residences does not align with connecting farms and homes.

A development of 514 residences would correlate with approximately 1000+ vehicles, given each home has a minimum of two vehicles, respectfully. This would greatly impact our already burgeoning traffic conditions on the two lane roads of Columbia and Black Cat. During rush hour, the roads are lined with cars at the intersections. One thousand more cars would create gridlock.

We were told the proposed school would be a Charter School. With that, we would expect more traffic with employees, faculty and students. Traffic and parking congestion with sports and other events is a concern. The proposed plan does not align with the Kuna's Comprehensive Plan in connectivity in pedestrian facilities to increase walkability. The Charter School does not have adequate walkability and bike ability to ensure students are able to safely walk and ride bikes to school. If a student from Saddle Ridge or neighboring subdivision were to attend, they could not safely across Columbia or Black Cat roads. Both Columbia and Black Cat are two lane roads with 50 MPH speed limits.

We respectfully request **R1, R2**, and **R4** zoning consideration, and the development of a plan that better aligns to the Kuna's Comprehensive Plan as well as incorporates the needs of neighboring communities.

Thank you for your consideration,

Jim and Dayna Grow

Troy Behunin

From: Doug Hanson
Sent: Tuesday, November 29, 2022 8:26 AM
To: Troy Behunin
Subject: FW: Online Form Submittal: Public Testimony Form

Best,

Doug Hanson
Planning and Zoning Director
City of Kuna
751 W 4th St
Kuna, ID 83634
dhanson@kunaid.gov
208.287.1771

From: noreply@civicplus.com <noreply@civicplus.com>
Sent: Monday, November 28, 2022 6:22 PM
To: Doug Hanson <dhanson@kunaid.gov>; City Clerk <cityclerk@kunaid.gov>
Subject: Online Form Submittal: Public Testimony Form

Public Testimony Form

Please complete the form with your testimony for the below referenced case for the Public Hearing record.

Case Number/Description	Case 22-05-PUD Gallica Heights
Public Hearing Date	12/13/2022
Will you also be providing in person testimony at the Public Hearing	Yes
In Favor, Neutral or In Opposition	Opposition
Email	jdfrsi@msn.com
Phone Number	2088708810

First Name	Jearold
Last Name	Frederick
Address1	8968 S. Black Cat Rd
City	Nampa
State	ID
Zip	83687
Written Testimony	Two main objections: Very much appose to the R12 zoning and the commercial zoning request. I understand the desire to make as much money as possible but that density and commercial are far from reasonable for this area. Being in the city limits is reasonable but the main city is far far from this area. The Black Cat Rd and Columbia are already making it difficult with traffic. With the new development and especially with that density is only going to make it impossible to access. If you recall back when the new sewer plant was being built R3 was going to be the desired number. With the surrounding development only having R1 the proposal is way overboard. It would be best is greed did not control how land is developed. I only wish I could have kept the land for farming instead of getting too old. Pleas give the local people some serious consideration. thanks Jerry Frederick

By checking the "I agree" box below, you agree and acknowledge that submitting, that this testimony will be a public record and a part of the case file for the governing body. Any testimony submitted after the public hearing Will Not be considered by the governing body.

Electronic Signature Agreement	I Agree

Email not displaying correctly? View it in your browser.

From: Mayor Stear
To: Doug Hanson; Troy Behunin; Marina Lundy
Subject: FW: Gallica Heights Subdivision Testimony
Date: Wednesday, September 10, 2025 3:03:14 PM
Attachments: image001.png

Just as an FYI. This was sent to myself and council. If you could let them know this is not appropriate.

Thanks

Mayor Joe Stear
City of Kuna | Mayor's Office

Phone: 208-922-5546
Email: mayorstear@kunaid.gov

Website: www.kunacity.id.gov

751 W. 4th Street
P.O. Box 13
Kuna, ID 83634

All e-mail messages sent to or received by City of Kuna e-mail accounts are subject to Idaho law, in regard to both release and retention, and may be released upon request, unless exempt from disclosure by law.

From: Jim and Dayna Grow <jimdaynagrow@gmail.com>
Sent: Wednesday, September 10, 2025 3:00 PM
To: Mayor Stear <mayorstear@kunaid.gov>; Chris Bruce <CBruce@kunaid.gov>; Greg McPherson <gmcpherson@kunaid.gov>; mbriggs@kunaid.gov; John Laraway <JLaraway@kunaid.gov>; Ldenhartog@senate.idaho; jvanderwoude@house.idaho; jmonks@house.idaho
Subject: Gallica Heights Subdivision Testimony

Gallica Heights Subdivision

Case Nos. 22-07-ZC, 22-15-S & 22-34-DR
Approval to rezone approximately 132.5 acres from Agriculture to R-4, R-6 & C-1 zones. Preliminarily plat approval in order to subdivide the lands into 514 residential, 103 common lots, 20 common driveways, 1 commercial lot, 1 city park lot and 1 school lot. The site is located at the south east corner of Black Cat and Columbia Roads.

This project was recommended for approval by the City of Kuna, Planning and Zoning Committee on June 18, 2025. It goes before the City Council, September 16, 2025.

Dear Sirs and Madam,

We are writing this as testimony to the proposed Gallica Heights Subdivision. We are not opposed to a new subdivision. We are in opposition to the developer's vision of what our neighborhood should look like. We are also very concerned about the negative impacts this subdivision will have on our home and our quality of life.

Subdivision Concerns:

1. Size- Density and Impacts

2. Traffic safety
3. Traffic/Road Noise
4. Impacts to desirability and marketability of our home due to road noise
5. Common area

Process Concerns:
1. City Planning processes on how residents are informed and supported on projects that impact their residences (homes)

Density and Impacts

The area of the proposed development is surrounded by low density housing on three sides. Existing homes sit on one or more acres. Our home, in Saddle Ridge Estates, is approximately 150 feet from the proposed phase one. Saddle Ridge Estates has 26 houses on 1 acre lots. Nearby subdivisions such as Iron Horse, Danskin, are zoned R1 and neighboring farms are zoned agriculture on greater acreage.

The developer's vision does not align with the City of Kuna's Comprehensive Plan to use strategies to preserve Kuna's open space, agricultural lands and heritage. The proposed 132 acre development in the middle of agriculture and low density housing zones. The proposed development is a massive subdivision with house next to house, which does not incorporate significant open space and include elements of Kuna's identity as an agriculturally-rich community. Agriculture and farms are characteristics that residents desire in Kuna. High density impacts have been well studied. Higher density areas create more traffic, noise, and other environmental impacts on individuals' quality of life. To keep continuity of the area and align with City of Kuna's Comprehensive Plan, the development should be low density, R-1 or R-2 acre partials that mirror the surrounding areas.

Traffic

Kittelson and Associates, Inc. prepared the traffic impact study for development. ACHD reviewed the study for consistency with ACHD policies and practices. Based on the traffic impact study, the development will generate **8,142** ***additional*** vehicle trips per day; **676** additional trips per hour in the PM peak hour. (Project/file: ACHD; Gallica Height/ KPP21-0015/ 22-05-PUD/ 22-07-ZC/ 22-08-SUP/ 22-15-S/ 22-34-DR)

The traffic study describes how the current roads will accommodate the proposed subdivision and new roads entering and exiting the development, however, it does not address the impacts to current residents. It does not address how this dramatic increase of traffic would impact getting in and out of Saddle Ridge Subdivision. There is no mention of Saddle Bag Way in any section of the report.

Currently, exiting and entering Saddle Ridge subdivision onto Columbia Road is challenging. Heavy traffic and drivers exceeding the speed limit make exiting dangerous. Drivers pass on the left when making a left hand turn into the subdivision. Speed is a major issue that causes many accidents at the entrance to the subdivision. Residents witness rear end-collisions when trying to enter the sub division because drivers are driving too fast. Kuna police have been notified but no resolutions to the traffic problems have been initiated.

A new street (Shayla) is proposed that runs parallel to S Old Farm Lane and Black Cat roads. This road will exit onto Columbia where there is a hill that blocks the view of oncoming Columbia traffic. There is no mention of this issue in the traffic study or ACHD's review. ACHD does note that Shayla access does not meet ACHD spacing requirements due to irrigation ditches and spacing from existing roads, however notes that it is needed to serve the site.

The City Council could support lowering the speed limit to enhanced accessibility to Columbia. More traffic will cause greater difficulties especially areas such as the proposed Shayla/Columbia street intersection and the intersection of Columbia and and Saddle Ridge entrance. At the very least, decrease

the speed limit to heightened safety.

Traffic noise will only increase with the dramatic increase of more than 8,000 vehicle trips. No one has argued this fact at any of the planning and zoning meetings.

The new subdivision is designed with fencing around the entire property, mounds on the outside with plantings of trees and bushes as required. This reduces the noise and view from roadways, cars and trucks entering and exiting the subdivision. However, the same planning is not afforded to the residences that are impacted by the development itself, especially those directly impacted as our home.

As the project is being considered for finalization, some type of noise abatement needs to take place.

In ACHD Gallica Height report, it reads:

Sidewalk Policy: District Policy 7205.5.7 requires a concrete sidewalk at least 5-feet wide to be constructed on ***both*** sides of all arterial streets. A parkway strip at least 6-feet wide between the back-of-curb and street edge of the sidewalk is required to provide increased safety and protection of pedestrians. Consult the District's planter width policy if trees are to be placed within the parkway strip. Sidewalks constructed next to the back-of-curb shall be a minimum of 7-feet wide. Detached sidewalks are encouraged and should be parallel to the adjacent roadway. Meandering sidewalks are discouraged.

Arterial Roadway Policy: District Policy 7205.2.1 states that the developer is responsible for improving ***ALL*** street frontages adjacent to the site regardless of whether or not access is taken to all the adjacent streets.

Saddle ridge has a meandering trail path. A berm, sound wall or fence should be built between the new sidewalk and the common area walking path.

If the City Council approves the development, a noise abatement wall should be constructed for those impacted the most. The City Council should consider having the developer install a berm, noise abatement fencing along with trees on the adjacent side of the proposed subdivision. The costs would be less than one of the 514 residences they propose.

A noise barrier (fencing/wall) would also address the issue of the common area. The proposed development plan includes a common area (City Park) of approximately 2 acres on the corner of Black Cat and Columbia roads. The common area for Saddle Ridge Estates is directly across the street, which consists of 26 acres. It includes mature trees and large grassy areas. One could anticipate that people would be using Saddle Ridge common area (private property) as an extension of the proposed City Park.

If the proposal is passed, a new Charter School will be built. No walkability and/or bike ability studies have been completed to ensure students are able to safely walk and ride bikes to school from neighboring residences. The City Council should ensure a student from Saddle Ridge or neighboring subdivision could walk or bike safely to the school. A school crosswalk for students across Columbia and Black Cat Roads should also be in the plan.

The school appears to be one of two areas for outdoor activities in the proposed subdivision. From what we could obtain from the Plat (which is hard to read), there appears to be only one common extremely small park area inadequate for 514 homes. Having the school available to residents during school hours may be congested or completely unfeasible. If that is the case, the project should consider alternate green belts for walking and other outdoor activities.

The vision of the surrounding area of the subdivision and school are not present in the plat. As the project is being finalized, sidewalks with greenery should be included to make the surroundings more aesthetically pleasing.

Process

We have been to the Planning and Zoning and City Council meetings regarding this development. It has been a learning process over many years. Delays in meetings, inaccurate information and lack of support for those in opposition of the project have been experienced by many in our community.

The flyers that are mailed just this year have many confused. The difference in number of residences listed on the flyers has been drastic. In the beginning, we received a flyer mailed 1/2/2024 that read:

Case Nos. 22-15-S & 22-07-ZC- Gallica Heights Subdivision
Applicant requests PUD approval 132.26 Acres & to rezone A to R-6, R-12 &. C-1, ***702*** total lots (615 residential, 86 common, & 1 commercial)

Another flyer mailed on 2/21/2025 reads:

Case Nos. 22-15-S & 22-07-ZC- Gallica Heights Subdivision
Applicant requests approval to amend an approved preliminary plat to modify ***127*** lots (108 residential lots, 13 common lots, 13 common lots, 4 shared driveways and 1 school lot). The applicant also requests a special use permit to operate the school. The site is located at the NWC OF W Kuna Road and S Five Mile Road within Sec 23, T2N, R1E Boise, Meridian.

Another mailed on 2/24/2025 reads:

Case Nos. 22-15-S & 22-07-ZC- Gallica Heights Subdivision
Applicant requests approval to amend an approved preliminary plat to modify ***127*** lots (108 residential lots, 13 common lots, 13 common lots, 4 shared driveways and 1 school lot). The applicant also requests a special use permit to operate the school. The site is located at the SEC of Black Cat & Columbia Roads in Sec 10, T2N, R1W Boise, Meridian.

The updated flyer corrected the project site, but recent flyers do NOT have the accurate number of proposed lots.

Many of us assumed that the project went from 702 lots from the information provided on the flyer mailed 1/12/2024 to 127 lots as described on the flyer sent in February of this year. Decreasing the number of homes to an acceptable density for the location.

After a phone call to the City office for more information and numerous follow up emails, the correct number of lots (514) were sent to us later in the day on 3/5/2025.

We are then given 3-4 business days to respond to the information in the flyer.
At the last Planning and Zoning meeting on 6/24/2025, there were many in attendance that opposed the project. The sign in sheet did not allow for the usual “in opposition” check box.

In the latest packet to the City Council, we did not see if those concerns of the community were included in the packet, only a partial list of attendees and some of those that testified. No where could we find ‘what’ was testified.

We do appreciate having the opportunity to voice our concerns regarding the proposed project. It is stressful on communities when you are unsure of what proposed developments will bring. Being informed and having the ability to see the vision of the proposals would alleviate some of the stressors. It would be very helpful if we could receive more information in the flyers. Perhaps the information could include the planning policy and procedures. It would also be helpful if the developers were tasked to send out small packets to the community potentially impacted by their proposals, giving more detailed information and visual information on what the finished project will look like. At minimum a place we could go online and review the information.

The community should receive more information or have user-friendly access to information of projects prior to the voting stage of City Planning and Zoning Public Meetings and City Council Public Meeting to allow for more informed decision making.

Currently, we are asked to call to get more information. If we want a specific question asked we are tasked with submitting a public information request or directed to another city/county/state entity. Community residents are not the subject matter experts, and tasking individuals to spend hours/days/weeks to obtain information (if they successfully find the right entity) is cumbersome and leaves most individuals with negative outcomes.

This is a reason the community is not more involved. If they miss the flyer, they have no other notification of the project. Signage on the roadside identifies a public hearing and date.

In closing, we welcome new neighbors. We would like to see the new subdivision on the same scale as the surrounding neighborhoods. If the City Council does decide to approve the project, it should address the impacts of current residents. This would include:

1. Traffic safety
2. Traffic noise abatement
3. Private property protection
4. Safe access to charter school from neighboring subdivisions

We have additional information to support our experience. We hope for resolutions that benefit all parties involved. This is our home for many years and hopefully many more to come.

Thank you for your consideration,

Jim and Dayna Grow
7946 S Saddle Bag Way
Nampa, ID 83687

(208) 577-1488

BEFORE THE PLANNING & ZONING COMMISSION OF THE CITY OF KUNA, ADA COUNTY, IDAHO

IN THE MATTER OF THE APPLICATIONS OF **THISTLE FARMS, LLC** *Related to the development of real property located Southeast Corner of Black Cat & Columbia Roads (Parcel Nos. S1310223100, S1310233700, and S1310233610).*	)	**Case Nos.:** 22-07-ZC (Rezone), 22-15-S (Preliminary Plat) & 22-34-DR (Design Review) **DECISION AND REASONED STATEMENT FOR GALLICA HEIGHTS SUB.**

SECTION 1
INTRODUCTION AND PROCEDURAL BACKGROUND

THESE MATTERS came before the Planning & Zoning Commission of the City of Kuna ("the Commission") for Public Hearing on June 24, 2025, the Commission entered recommendations and decisions on the application. Thereafter, this Decision and Reasoned Statement was prepared and presented to the Commission on August 12, 2025, for formal adoption of the Commission's recommendation and decisions.

SECTION 2
DECISION

The Commission, having considered the record and listened to the arguments and presentations at the hearing, DOES HEREBY ORDER AND DECIDE:

The Rezone Application (Case No. 22-07-ZC) is hereby *Recommended Approval.*
The Preliminary Plat Application (Case No. 22-15-S) is hereby *Recommended Approval.*

The Design Review Application (Case No. 22-34-DR) is hereby *Approved.*

SECTION 3
RECORD OF EXHIBITS AND WITNESSES

I. List of Exhibits.

- AFFIDAVITS OF LEGAL INTEREST
- APPLICATION ANNEXATION AND ZONING
- COMMITMENT TO PROPERTY POSTING
- ANNEXATION LEGAL DESCRIPTION
- R-6 LEGAL DESCRIPTION
- R-12 LEGAL DESCRIPTION
- NARRATIVE

- NEIGHBORHOOD MEETING CERTIFICATION
- PZ APPLICATION COVERSHEET
- WARRANTY DEED
- VICINITY MAP
- APPLICANT PRESENTATION PZ 11.12.24
- IP PUBLICATION PZ 11.12.2024
- PROOF OF LEGAL NOTICE MAILER PZ 10.25.2024
- PROOF OF PROPERTY POSTING PZ 10.17.2024
- IP PUBLICATION CC 1.10.2025
- PROOF OF LEGAL NOTICE MAILER CC 1.10.2025
- PROOF OF PROPERTY POSTING CC 1.3.2025
- IP PUBLICATION PZ 6.6.2025
- PROOF OF LEGAL NOTICE MAILER CC 6.3.2025
- PROOF OF PROPERTY POSTING PZ 6.13.2025
- AGENCY TRANSMITTAL 4.12.2024
- ACHD
- ADA COUNTY DSD
- BKID
- BPBC UPDATED
- CDHD
- COMPASS
- DEQ
- DEQ UPDATED
- ITD
- ITD UPDATED
- KRFD
- KSD
- KUNA PARKS & REC DEPT.
- NMID
- NMID DUAL LETTER
- PUBLIC WORKS
- PZ CASE PACKET11.10.2024
- STAFF REPORT PZ 11.12.2024
- PZ DECISION N REASONED STATEMENT 1.14.2025
- PZ MINUTES 11.12.2024
- SIGN UP SHEET PZ 11.12.2024
- STAFF MEMO CC 2.4.2025
- eMAIL FREDERICK 11.29.22
- eMAILGROW - WILHITE 7.7.23
- eMAILGROW - WILHITE 6.18.25
- eMAIL RUWE 7.5.23
- eMAIL BACH 3.4.25
- eMAIL SELLARS 3.6.25

Gallica Heights Subdivision

- LETTER STEWART 12.7.22
- LETTER STEWART 2.1.24
- LETTER HOUGH 2.1.24
- eMAIL HOUGH 6.18.25
- LETTER ANDERSON 12.2.22
- LETTER ANDERSON 3.5.25
- COMMISSION DECISION AND REASONED STATEMENT
- COMMISSION MEETING MINUTES

II. Public Hearing Witnesses.

Witness Testimony: Those who testified at the Commission June 24, 2024, hearing are as follows, to-wit:

a. City Staff:
Troy Behunin, Senior Planner, Kuna, DSD

b. Appearing for the Applicant:
Elizabeth Koeckeritz, Givens-Pursely, 601 Bannock, St., Boise, ID 83702

c. Other Testimony:
Keith Donahue, BLUMM 1811 W Rescue St., Boise, ID
Dayna Grow, 7946 S Saddle Bag Wy., Nampa, ID 83687
Jim Grow, 7946 S Saddle Bag Wy., Nampa, ID 83687
Bob Wilson, 718 E Tucman St., Kuna, ID 83634
Bryan Fletcher, GEM Prep, 12547 Delmar St., Boise, ID 83713
Ursula 'Rose' Sellers, 8121 S Old Farm Pl., Meridian, ID 83642
Dan VanGrouw, 7900 S Old Farm Ln., Meridian, ID 83642
Tim Eck, 6357 Buena Vista, Star, ID
Jamie Markosian, Kittleson & Assoc., 101 S Capital Blvd. Boise, ID 83702

SECTION 4
REASONED STATEMENT

I. Relevant Criteria and Standards Considered

a. Relevant City Ordinance Provisions.

1. Kuna City Code 1-14-3

2. Title 5 Kuna City Code, Development Regulations

3. Title 5 Kuna City Code, Chapter 8 Zoning Code, Part 9, Design Review

4. Title 5 Kuna City Code, Chapter 9 Subdivision Code

5. Title 5 Kuna City Code, Chapter 8 Zoning Code, Part 1, Rezone Process

b. Relevant Statutory Provisions.

1. Chapter 13 of Title 50, Idaho Code.

2. Chapter 65 of Title 67, Idaho Code

c. Pertinent Constitutional Provisions

II. Factual Findings

a. General Factual Findings.

1. Statement of Fact

Parcel Number(s):	S1310223100, S1310233700, and S1310233610
Future Land Use Map Designation:	Medium Residential Density
Existing Land Use:	Residential
Current Zoning:	Agriculture (Kuna City)
Proposed Zoning:	R-4 & R-6, Medium Density Residential, and C-1 (Neighborhood Commercial).
Development Area:	132.50 acres
Adjacent Zoning Districts:	**North:** RR (Rural Residential); **East:** RR (Rural Residential) & Agriculture; **South:** R-6 (Medium Residential); **West:** RR (Rural Residential).
Adjacent Street(s) Existing & Proposed:	North: W Columbia Rd.; East: None; South: None; West: Black Cat Rd.
Internal Street(s) Existing & Proposed:	**Proposed.** S Shayla Ave., S Veridian Ave., S Bisque Ave., S Dude Ave., S Donny Ave., S Montoya Ave., S Humperdink Ave., S Rugen, S Gump Way, S Skellington Ave., S Sally Ave., S Zero Ave., S Rufio Way, S Hook Ave., W Lebowski St., W Sobchak St., W Frodo St., W Westly St., W Giantsbane St., W Fezzik St, W Inigo St., W Vezzini St., W Declan St., W Hodor St., W Arya St., W Rickon St. W Wing Over Way.
Adjacent Bike/Pedestrian Facilities:	None
Adjacent Parks:	Providing a School Lot, City Park and internal paths along Canal.
Land Dedication Requirements:	N/A

2. Procedural Findings:

Neighborhood Meeting	Held on May 19, 2022. 18 Attendees were present.

Pre-Application Meeting	Held on June 10, 2021.
Agency Comments Request	September 1, 2022.
UPDATED Agency Comments Request	December 19, 2024 & March 7, 2025
300 FT Legal Mailer Notice	Sent on June 3, 2025.
Idaho Press Newspaper Published Hearing Notice	Published on June 6, 2025.
Site Posting	Posted on June 13, 2025.
Planning and Zoning Public Hearing	Held on June 24, 2025.
Planning and Zoning Commission Written Recommendation and Decision Entered	Sent to P&Z August 12, 2025.

b. Relevant Contested Facts.

1. Multiple members of the Public testified;
    a. Columbia Road and Black Cat Road corridors are congested and the intersection of the two roads is overwhelmed by current traffic flows.
    b. Citizens expressed concern about the hill on Columbia Road.
    c. The development would increase these issues and add additional lights and noise to the area.
2. A Traffic Impact Study (TIS) which was accepted by ACHD outlines Site Specific Conditions of Approval in order to proceed. These Conditions would mitigate traffic concerns and improve the flow and congestion for the area and maintains acceptable levels of Service (LOS). In ACHD's report in Section B.2, it states the Columbia Road PM Peak Traffic Count is 375 Vehicles Per Hour (VPH), and Black Cat Road is 182 VPH and both roads receive a Better than "E" Level of Service. An acceptable Level of Service for Black Cat and Columbia roads is 575 VPH.

c. Commissions Factual Findings on Relevant Contested Fact.

1. From evidence and testimony presented, the Commission determined that the subject road corridors and intersection are performing at an acceptable level of service and the proposed improvements will positively impact service levels.

III. Rationale for the Decision Based Upon Facts and Relevant Criteria and Standards Considered.

It is the rationale of the Commission that the rezone, preliminary plat and design review applications are in compliance with Idaho Code, Kuna City Code and the Comprehensive plan.

IV. Conditions of Approval.

1. Buffers, curb, gutter and sidewalk (attached and detached) shall be installed in accordance with *KCC 5-10-13-B-1-b.*
2. Developer/Owner/Applicant shall work with Ada County Highway District and the City of Kuna to complete all required traffic improvements to the surrounding roadways and intersections as detailed in the Ada County Highway District staff report.
3. Developer/Owner/Applicant shall install a sign at the terminus of the proposed stub street stating; "this road will continue in the future". Developer/Owner/Applicant shall obtain proper language from Ada County Highway District.
4. Developer shall place a Contractors Sign at the entry of the subdivision.

5. Developer/Owner/Applicant shall measure all front building setbacks from back of sidewalk on all internal local roads.
6. Developer/Owner/Applicant shall ensure the proper easement widths on all lots in accordance with *KCC 5-8-1117-D-6.*
7. It is the responsibility of the Developer to ensure any anticipated buildings fit any given buildable lot in accordance with *KCC 5-8-503.*
8. Fencing within and around the site shall comply with *KCC 5-8-905* (unless specifically approved otherwise and permitted).
9. All required landscaping shall be permanently maintained in a healthy growing condition. The property Owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting in public Rights-of-Way shall be with approval from ACHD.
10. 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.
11. The Landscape Plan and Preliminary Plat as submitted will be considered binding site plans as amended and/or approved.
12. 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 5-8-901-B.*
13. 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.
14. Developer/Owner/Applicant is hereby notified that this project is subject to Design Review inspection fees. Required inspections (post construction), are to verify building and landscaping compliance prior to requesting signature on the final plat.
15. 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.*
16. Compliance with *I.C. §31-3805* is required. Delivery of water shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
17. When required, submit a petition to the City (as necessary, confirmed with the City Engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation System of the City (KMIS).
18. Connection to City Services (Sewer, Water, Pressurized Irrigation) is required. The Applicant shall conform to all corresponding City of Kuna Master Plans.
19. The Developer/Owner/Applicant shall be required to participate, as determined by the City Engineer, in the development of additional Lift Station capacity, and or a Water Booster Station as necessary.
20. The Developer/Owner/Applicant shall not submit an application for Final Plat until the City's Public Works Director issues a Will-Serve Letter stating the City's appurtenance has capacity to service the proposed development with domestic water, and accept the wastewater discharged from the proposed development.
21. In the event a Will-Serve Letter is not issued within the time the Applicant is required to record a Final Plat, the Applicant shall have good cause and be eligible to receive, pursuant to *KCC 5-9-203-J*, a Time Extension to file a Final Plat up to and until a Will-Serve Letter has been issued.
22. 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.
23. In accordance with *R90-2022*, once the Danskin Sewer Force Main is completed, 40 Equivalent Dwelling Units (EDU's) may be issued on a Phase-by-Phase basis.

24. The Developer/Owner/Applicant shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
    A. The City Engineer shall approve all sewer connections.
    B. The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the Applicant has received an approved drainage plan.
    C. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties".
    D. The Kuna Rural Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by the Fire District are required.
    E. The Kuna Municipal Irrigation System and Boise Project Board of Control shall approve any modifications to the existing irrigation system.
    F. Approval from Ada County Highway District (ACHD) shall be obtained, and Impact Fees must be paid prior to issuance of any building permit(s). Please consult staff if there are questions about the process.
    G. All public rights-of-way shall be dedicated and constructed to the standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.
25. 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.
26. 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.
27. Developer/Owner/Applicant is hereby notified of Kuna's weed control policies and requirements *KCC 8-1-3*. Weeds, grasses, vines or other growth which endanger property or are over twelve (12) inches in height shall be continuously cut down, weeded out, sprayed, burned, removed or destroyed throughout all seasons.
28. Applicant is conditioned to provide sidewalks entirely within the Rights-of-Way, compliant with Kuna City Code.
29. Applicant is conditioned to work with the City Engineer for proper easement widths for the project as a whole.
30. Applicant is conditioned to submit a Landscape plan with aa plant detail reflecting the required changes for staffs approval and be compliant with Kuna City Code.
31. Developer/Owner/Applicant and all successors shall comply with all Local, State and Federal Laws.

SECTION 5
REQUIRED NOTICES TO APPLICANT AND AFFECTED PARTIES

I.C. 6735(2)(b) Any applicant or affected person seeking judicial review of compliance with the provisions of this section must first seek reconsideration of the final decision within fourteen (14) days. Such written request must identify specific deficiencies in the decision for which reconsideration is sought. Upon reconsideration, the decision may be affirmed, reversed or modified after compliance with applicable procedural standards. A written decision shall be provided to the applicant or affected person within sixty (60) days of receipt of the request for

reconsideration or the request is deemed denied. A decision shall not be deemed final for purposes of judicial review unless the process required in this subsection has been followed. The twenty-eight (28) day time frame for seeking judicial review is tolled until the date of the written decision regarding reconsideration or the expiration of the sixty (60) day reconsideration period, whichever occurs first.

BY ACTION OF THE PLANNING AND ZONING COMMISSION of the City of Kuna at its regular meeting held on the 12th day of August 2025.

Dana Hennis, Chairman

OFFICIALS
Dana Hennis, Chairman
Bryan Clark, Vice Chairman
Ginny Greger, Commissioner
Jim Main, Commissioner
Bobby Rossadillo, Commissioner

CITY OF KUNA
City Hall Council Chambers
751 W 4th Street, Kuna, ID 83634

Planning & Zoning Commission
REGULAR MEETING MINUTES
Tuesday, June 24, 2025, at 6:00 PM

For questions, please call Planning and Zoning at (208) 922-5546.
ALL AGENDA ITEMS ARE ACTION ITEMS UNLESS OTHERWISE NOTED.

1. CALL TO ORDER & ROLL CALL:

(Timestamp 00:00:21)

Vice Chairman Bryan Clark All right, it's 6:00. We'll go ahead and call to order the Regular Planning & Zoning Commission meeting for Tuesday, June 24th, 2025. First on the list is roll call.

Planning & Zoning Director Doug Hanson Chairman Dana Hennis…Commissioner Bryan Clark.

Vice Chairman Bryan Clark Present.

Planning & Zoning Director Doug Hanson Commissioner Ginny Greger…Commissioner Jim Main.

Commissioner Jim Main Present.

Planning & Zoning Director Doug Hanson Commissioner Bobby Rossadillo.

Commissioner Bobby Rossadillo Present.

COMMISSIONERS PRESENT
Chairman Dana Hennis - Absent
Vice Chairman Bryan Clark - Present
Commissioner Ginny Greger - Absent
Commissioner Jim Main - Present
Commissioner Bobby Rossadillo - Present

CITY STAFF PRESENT
Doug Hanson, Planning & Zoning Director
Troy Behunin, Senior Planner
Marina Lundy, Planner
Matt Johnson, City Attorney

2. CONSENT AGENDA:

All items listed are routine and acted on with one (1) Motion by the Commission; there will be no separate discussion unless the Chairman, Commissioner, or Staff requests it be removed. Removed items will be placed under Business unless otherwise instructed.
(Timestamp 00:00:55)

A. Regular Commission Meeting Minutes Dated June 10, 2025

B. Decision and Reasoned Statement(s)
1. Case No. 25-01-AN, 25-02-S & 25-03-DR Crimson Square
2. Case No. 25-01-CPF Paul Bunyan
3. Case No. 25-07-DR Jimmy Johns
4. Case No. 25-11-DR Valor Classic Academy
5. Case No. 25-16-DR Burger King

Potential Motion:
- *Motion to Approve Consent agenda.*
- *Motion to Approve Consent agenda with amendments (i.e., correction to previous meeting minutes, etc.)*

(Timestamp 00:00:55)

Vice Chairman Bryan Clark First on the agenda this evening is the consent agenda.

Commissioner Bobby Rosadillo I'll make a motion to approve the consent agenda.

Commissioner Jim Main Second.

Vice Chairman Bryan Clark All in favor?

All Commissioners Aye.

(Timestamp 00:00:59)
Motion To: Approve the Consent Agenda
Motion By: Commissioner Bobby Rosadillo
Motion Seconded By: Commissioner Jim Main
Further Discussion: None
Voting Aye: Commissioners Rosadillo, Main, Clark
Voting Nay: None
Absent: Commissioner Greger, Hennis
3-0-2

3. PUBLIC HEARINGS:

(Timestamp 00:01:10)

A. Case Nos. 24-07-AN (Annexation) for Star Acres No. 3 – Jessica Hall, Economic & Community Development Specialist

Applicant requests annexation of approx. 37.5 acres with an M-1 (Light Industrial/Manufacturing) zone. The subject site is located at 5434 W Barker Road, SEC 5, T2N, R2E.

Potential Motions:

- *Motion to recommend approval/recommend denial of Case No. 24-07-AN with Conditions as outlined in the staff report (and additional Conditions imposed by Commission, if applicable).*

(Timestamp 00:01:10)

Vice Chairman Bryan Clark First on the docket this evening for public hearings, we have case numbers 24-07-AN for Star Acres #3, Jessica.

Economic & Community Development Specialist Jessica Hall Good evening, Commissioners. Good to see your faces again. For the record, Jessica Hall, Economic & Community Development, 751 W 4th St. in Kuna. The applicant requests annexation of an approximately 37.5 acre subject site located at 5434 W Parker Road with an M-1 light industrial manufacturing zone. This annexation is the third by Star Acres properties; the first being 65.5 acres, which was approved by Council February 7th of 2023; and the second was approved by Council September 3rd, 2024, and was about 10 acres. The accumulated annexation of these properties provide a future industrial user, adequate acreage for development as it lies in our East Kuna industrial area. With that, I can answer any questions you have.

Vice Chairman Bryan Clark Any questions for staff at this point?

Commissioner Jim Main No.

Vice Chairman Bryan Clark Is the applicant present? We have a presentation for us. If you wouldn't mind. And if you do me a favor, I'll hit the button on the face of the mic there and state your name and address the right place.

William Edwards William Edwards, 706 S Willis Ave. acting as a planner for Star Acres property. As Jessica pointed out, this is our third parcel in this vicinity in the city that we're looking at annexing into the city of Kuna. It does a, but already annexed City of Kuna property, both to the West and to the South. The South being Star Acres One and two at this point in time, all we're looking at is annexation for the property into the city. Once a user is found, we will go in through the proper processes that are approved by the city of Kuna for design review and preliminary plat. So again, it's kind of just annexation, only you get another bite at the apple when we've identified our use. With this annexation, we're not looking for

anything beyond the zoning that is already approved and classified in the approved City of Kuna Future Land Use Map. With that, I'll stand for any questions you might have.

Vice Chairman Bryan Clark Any questions currently?

Commissioner Jim Main No.

Vice Chairman Bryan Clark All right, thank you.

William Edwards Thank you.

Vice Chairman Bryan Clark Okay. We'll move into the public hearing on this application at 6:02. I currently don't have anybody signed up for this application item. Is anybody who did not get an opportunity to testify that would like to testify in this particular hearing? Seeing nobody and I don't have anybody signed up for this one, so we will close the public hearing at 6:03. Any other questions for the applicant or city staff at this point?

Commissioner Bobby Rosadillo No.

Commissioner Jim Main No, no questions.

Vice Chairman Bryan Clark Okay, so moving on to our deliberation.

Commissioner Bobby Rosadillo It’s straightforward.

Commissioner Jim Main Yeah, it's pretty straightforward and number 3. Same annexation, same zoning.

Vice Chairman Bryan Clark Same area.

Commissioner Jim Main Pretty simple.

Commissioner Bobby Rosadillo Yeah, agreed.

Vice Chairman Bryan Clark All right well, I guess that stand for a motion on this one.

Commissioner Bobby Rosadillo Yeah. So, I'll make a motion to approve case #24-07 or sorry, recommend approval with the conditions as outlined in the staff report for case #24-07-AN.

Commissioner Jim Main I'll second.

Vice Chairman Bryan Clark All in favor?

All Commissioners Aye.

Vice Chairman Bryan Clark Okay, motion passes. Thank you. Appreciate it. Thank you, Jessica.

(Timestamp 00:04:33)
Motion To: Recommend Approval Of Case #24-07-AN With Conditions As Outlined In The Staff Report
Motion By: Commissioner Bobby Rosadillo
Motion Seconded By: Commissioner Jim Main
Further Discussion: None
Voting Aye: Commissioners Rosadillo, Main, Clark
Voting Nay: None
Absent: Commissioner Greger, Hennis
3-0-2

B. Case Nos. 22-07-ZC, 22-15-S, & 22-34-DR (Rezone, Preliminary Plat, & Design Review) for Gallica Heights Subdivision – Troy Behunin, Senior Planner

Applicant requests approval to Rezone approx. 132.5 acres from Agriculture to the R-4, R-6 & C-1 zones. Applicant also requests Preliminary Plat approval in order to subdivide the lands into 514 Residential Lots, 103 Common Lots, 20 Common Driveways, 1 Commercial Lot, 1 City Park Lot and 1 School Lot. The site is located within Section 10, Township 2 North, Range 1 West, APN's S1310223100, S1310233700, and S1310233610.

Potential Motions:

- *Motion to recommend approval/recommend denial of Case Nos. 22-07-ZC and 22-15-S, with Conditions as outlined in the staff report (and additional Conditions imposed by Commission, if applicable).*

- *Motion to approve/deny Case No. 22-34-DR with Conditions as outlined in the staff report (and additional Conditions imposed by Commission, if applicable).*

(Timestamp 00:05:04)

Vice Chairman Bryan Clark All right, next on the agenda this evening, we have case numbers 22-07-ZC, #22-5-S and #22-34-DR rezone, preliminary plat, design review for Gallica Heights Subdivision, Troy.

Senior Planner Troy Behunin Good Evening, Commission Members. For the record, Troy Behunin, Senior Planner, Kuna Development Services Department. So, the applications before you this evening are requesting a rezone of approximately 132.5 acres from agriculture into an R-4, R-6, and the C-1 zones. They are also requesting preliminary plat approval to subdivide the site into 514 single family lots, 103 common lots, 20 common driveways, 1 commercial lot, and a lot for a charter school. The subject site is located at the southeast corner of Columbia Rd. and Black Cat Rd. The city's comprehensive plan identifies as subject property as mixed-use and medium density on the city's future land use map, also called the FLUM, and this application complies with the FLUM.

Staff would like to take a moment to note the extensive history since this project has basically gone on for two years. The project came before the Commission in September of 2023 as a planned unit development. It included a rezone, a preliminary plat, special use permit, and a design review, and they

were proposing the C-1, R-6, and R-12 zones to include a pre-plat for school site as well that would bring 615 residential lots and 86 common lots and 1 commercial lot. At the end of the public hearing process, the Commission voted to recommend denial to the City Council for the rezone and the PUD, and the pre-plat as well. The Commission did deny the special use permit and the design review applications. On February 6th, 2024. This project did go to the City Council as an appeal of the Commission's denial for the SUP. As well as the design review, and it went to Council to go through the public hearing process for the rezone, the PUD, and the pre-plat. At the end of that public hearing, the Council determined that the project lacked the following items in order to obtain their approval, and those items are: The rezone to high density was not consistent with the comp plan; the rezone was denied due to inability of the city and the school district to serve the project; The PUD and the pre-plat were denied due to the denial of the rezone request. The Council voted to uphold the Commission's denial of the special use permit and the design review. The Council signed the findings of fact and the conclusions of law on the 5th of March 2024. On March 19th, 2024, the applicant filed a motion for reconsideration of the Council's decisions to summarily: at the April 16th Council meeting, the Council received a memo from the director, Doug Hanson, stating 6 specific items outlined by the applicant in their request for reconsideration when deciding whether they should grant this request. The items were failure to provide adequate reasoned statement, public works comments, traffic, comments, reliance on incorrect future land use map, compliance with the zoning standards and failure to provide guidance future guidance. In this memo from Director Hanson, the legal considerations were provided as well as three possible actions for the Council that they could take. The Council voted 4 to 0 to remand the applications back to the Commission for a public hearing in order to address Council's reasons for their denial. After months, probably 8 months of coordination with staff, ACHD, and a charter school, including an update to the TIS, which is the traffic impact study, and after a major redesign of large portions of the site, the applicant now presents a new site plan which demonstrates the following under the direction of the Council, they have removed the PUD, which stands for planned unit development request, removal of the development agreement, removal of the special use permit, removal of high-density zoning, a significant reduction in housing units totaling a 101 loss of units, removal of attached housing options for single family housing only, and addition of a centrally located charter school on a 4-acre lot, and sharing a 5-Acre City Park, additional pathways and internal pedestrians for pass through traffic have also been provided.

The applicant now proposes a rezone of 132 acres and proposes to apply the C-1 commercial zone for 2.08 acres on the corner. The R-4 zone for 62.58 acres and the R-6, which is 70.06 acres. With a request for a preliminary plat in order to subdivide the subject site into 1 commercial lot 514 residential lots, 103 common lots, 20 common driveways, A proposed grant with a proposed gross density. Around 3.89 dwelling units per acre. And a net density proposed around 5.01 dwelling units per acre. And then this proposal includes a ready-to-go 4-acre lot for a charter school. Approximately 38 acres of this proposal was approved as part of a larger Local Improvement District, which is also the LID and that annexation for that purpose took place in 2006. The balance of the property was annexed into the city sometime between July 2006 and April of 2007. Staff has reviewed the proposed rezone and preliminary plat for compliance with Kuna City Code, Idaho State Statutes, The Kuna Comprehensive Plan, and should the Commission recommend approval of these applications to Council and should the Council approve the design review for this application Staff recommends that the applicant be subject to the proposed recommended conditions that are listed in staff's memo. I will rest for now and I'll be here for any questions that you have. And I know that the applicant is here. They also have a presentation that they would like to make.

Vice Chairman Bryan Clark Any questions for staff at this moment? If the applicant like come forward, please.

Elizabeth Koeckeritz, Givens-Pursley Thank you. My name is Elizabeth Koeckeritz. I'm with Givens Pursley, 601 Bannock, Boise, ID. With me today is Tim Eck, the developer; Dave Crawford, our engineer; Jamie Markosian, our traffic engineer; and then members from the proposed future Charter school. They'll be able to answer questions that I'm not able to. This has been a long time in getting here but we are very excited to present an updated, newly imagined Gallica Heights that meets all of the City Council's requirements for approval. They included in their findings back in 2024. As mentioned on the future land use map that was in affect at the Time of application submittal. The entire property is designated mixed-use there. It's currently now designated mixed-use and medium density residential. Importantly, all of this property was annexed into the city quite some time ago as part of the LID, and so it has been slated for development now for going on close to 20 years. It does meet numerous comprehensive plan goals, encourage development of commercial areas. There is a commercial hard corner, there are housing options, strong neighborhoods. We've really increased the connectivity throughout the green space and there is that charter school lot that we'll be talking about.

You can see here that Gallica is surrounded by, on three sides, by subdivisions. This is not something new for the area saddle ridges to the North homestead is to the east and Sabinos' Rocky Ridge, which is actually quite a bit denser, is directly to the South. The proposed zoning of the original we had 422 detached single-family units with 195 townhomes. Those have all been all the townhomes have now been eliminated. We are asking for the R… we originally asked for the R6, R12, and C1 zoning. We're now just looking at R-4, R-6, and C-1 zoning. One of the things that many of the neighbors across Black Cat and across Columbia talked about is originally many of our more dense lots were located along those streets, this has been reimagined now. All of the denser lots are all R-4 and the minimum lot size in code is 6000 square feet. All of these lot sizes come in at 8300 square feet, or larger, along those roads to provide better buffering to the less dense neighbors to the North and to the West as well as the larger lot sizes around the in holding here. It gets more dense as you more interior to the site with the smallest lot sizes really interior here where we do have lot sizes that still continue to exceed then the R-6 zoning.

We're now including a public park instead of only private amenity space. We do have a recommendation of approval from the Kuna Parks and Recs Department, and we have the lot for what is a public charter school. And as I mentioned, the enhanced connectivity throughout. *I'm going to skip over that because there's just a lot of color there, lack of color.* Here's the open space plan. You can see there's the City Park all along the canal. There is a 9-foot-wide pathway. There's several pocket parks as well as it's a little bit hard to see, but there are increased pathways in connectivity throughout the development. And then here is the Charter school and the public park. It really is a very synergistic use. The Charter school has some of its own playground areas, green space, but it also is able to use the public park during the day, that's not exclusive use but they Parks they would expect to have their kids be able to go out there and use this public park area that includes you can see basketball courts, pickleball courts, a really large green grassy area to be used for soccer or lacrosse. So, it's a really nice use of the space.

But traffic, there is always traffic that we want to talk about. Someone is going to talk in a few minutes about the charter school and that there will be busing for the Charter school, which does help alleviate some future traffic concerns. The Charter School, of course, schools do have to receive conditional use permit approval, which requires their own additional traffic study in the future. There's always a big question about traffic and so in in this area, as we're going to discuss, there are numerous pending and proposed improvements to this roadway system to alleviate the impacts of traffic. As with all developments of a certain size, Tim Eck was required to submit a traffic impact study to ACHD and he's received ACHD's approval of the study. To hire… I'm sure you know this, but to hire to prepare a TIS you hire a traffic engineer. These are people who aren't just regular engineers, but they actually go to

school and receive additional accreditations on traffic. They really look at best practices, standardized algorithms, and formulas used across the country in coming up with what is the traffic situation here and how can we best mitigate the impacts of this development. What I'm trying to say is they know what they're doing and ACHD is also considered the expert, knows what they're doing, and they've approved the traffic plan and the traffic mitigation plan for this subdivision. So, we start by reviewing traffic because this is a larger development. We had the traffic Engineer reviewed development on all of these various intersections. But what I also want to look at here is they also do an estimate of where do the cars go from this subdivision when people pull out, and you can see here about 5% head South on Black Cat. 25% if you add up these different numbers, head north on Black Cat and then spread out in different directions; 60%, the bulk of the traffic as you would guess, it heads East on Columbia, then it splits at Ten Mile, Linder, Highway 69 and some goes all the way across and then about 10%, they estimate, is going to go West on Columbia and then spread out in different directions. So, they really do look at this where people just all sorts of demographics where people live, where people work and trying to make these determinations.

So, one of the things is with all of these developments, are the developer has to pay for a lot for really all of these various improvements. And of course, the key intersections are heading at Black Cat in east on Columbia. So, starting down here at right at the corner of Black Cat and Columbia, the developer will be looking at putting in a traffic signal at this location. These two improvements are currently proposed by ACHD, so they're not developer ones. And then the developer is also being required all the way up on Victory to put in another signal light. Heading down Columbia, it's unknown at this time. ACHD currently has some planned improvements for this intersection here at Ten Mile and Columbia, but they're going to have to submit an additional traffic study at about the 360th lot to see if there are even more changes that need to be made here, the developer will be putting in a turn lane going north at this location and if ITD were to request any sort of funding for improvements here, they would be required to do that. In addition, they are improving all of the street frontages along the along Black Cat and Columbia and widening the road in this location so that it will be better and safer to drive on with the full complete improvements, including detached sidewalks, and landscape buffer. So, this makes this a really much nicer, much safer intersection moving forward. And then they also will be constructing the mid mile collectors, both the north-south one Shayla, and West Wing over way, the East West one, on the southern border of the property as well as all internal local roads are of course paid for by the developer.

Okay, there's also improvements that are slated to be made by ACHD, through their capital improvements plan, and that includes you can see right here where Gallica is. That includes some intersections heading north here, some intersections heading out East here, as well as. These a few separate road segments that are also slated to be widened. These are paid for capital improvements are paid for with traffic impact fees, and to that end this development will be providing $1,7900,000 to ACHD, in addition to all of the developer funded improvements, every single lot will be paying $3493.00 to ACHD. There are now park impact fees, police fees, fire and so they're really looking at paying 4000… $4,194,000 in impact fees, which of course that number also goes up every single year. And so with that, we are requesting a recommendation of approval for the zoning and subdivision applications. We meet all of the standards set forth in city code. We meet all of the standards set forth in Idaho State law. We have made changes to comply with all of the City council's requests, and so we are really looking forward to bringing this new neighborhood to the City of Kuna. I'll stand for questions.

Vice Chairman Bryan Clark Any questions to the applicant at this time?

Commissioner Jim Main No.

Vice Chairman Bryan Clark Thank you, Elizabeth.

Elizabeth Koeckeritz, Givens-Pursley Thank you.

Vice Chairman Bryan Clark Any other questions for staff before we head to the public hearing? All right, with that, we'll go ahead and open up the public hearing at 6:24. Now first on the list here I actually I believe this is you, Elizabeth, again at the top of the list.

Elizabeth Koeckeritz, Givens-Pursley Yes.

Vice Chairman Bryan Clark Did you have anything? You're good, Okay… Keith Donahue. And if you will, please state your name and address for the record.

Keith Donahue, BLUUM Certainly I'm Keith Donahue, 1811 W rescue Boise, ID and I'm here on behalf of BLUUM and was able to be here before you a few months ago and shared a lot of information about BLUUM and the work we've done helping build about 30 charter schools across the state. So, I won't go over all that again, but do have a few things I'd like to share with you. First, is we've been working with the developer, we've identified a second partner school that we work with Gem Prep and they are interested in this location and building a K-12 school there. There is a representative from Gem Prep, Mr. Fletcher here, and he'll be available and speak and answer any detailed questions about their programming, but they're probably our strongest partner. We'd be super excited to help them locate here in Kuna if it all comes together. And a couple items I wanted to recap that we covered before, but I think are important. Our charter schools are public schools. We're part of the public school system. We accept all students and serve all students, and it'd be illegal for us not to. So that sometimes is something that gets missed. Enrollment in charters if there's more interest than space is by lottery. So, whoever gets in by lottery is in and this includes all students and charters design of primary attendance zone and they conduct their lottery and students within that primary zone get a priority over all students outside the zone. And our schools have committed to including the city of Kuna within that zone. So those Kuna students in your community will get that priority. So just wanted to make that point too. I think that's important.

There's also a myth that we often hear that charter schools don't serve special education students, and I just wanted to dispel that again. That would in fact be illegal and just a couple of statistics I think are interesting to help, just to show that point to you is. You know, Gem Prep Meridian South, which is the Gem Prep campus that's closest to you, that in fact a number of your community members attend at this time has 11% special education students. That school is located in the West Ada District. West Ada has 11% special education students, so it's right on par with the district serving the same students. Sage International School in Middleton, which is the partner school we talked with you about last time they served 15% special education students, the Middleton districts at 10%, so they exceed the district in the in the diversity of Students they serve. For comparison's sake, the Kuna districts 14%, so our schools serve all kids. We're prepared to do so, and it's something we're proud of. The final thing I'd like to touch on is we charter schools do not, cannot, seek levies, so we construct and build and launch our schools without any local taxpayer funding or levies or need for that. We utilize our state and federal funds. And then our partner schools are fortunate we get a fair amount of philanthropy primarily for the Albertson Foundation to help launch our schools and help them be strong as they build and grow. So we try to be super-efficient build. We've done about 30 of these. We know how to launch a strong good school and we'd be excited to do so with the Gem Prep school and serve your community. So, thank you. I'm available for any charter school related questions that may come up.

Vice Chairman Bryan Clark Appreciate it, Keith. Next on the list Ken and Tammy Huff. All right. Thank you. Jim and Dana Grow.

Dana Grow Good evening, I'm Dana Grow. This is my husband Jim, we live at 7946 S saddlebag way, so we're directly across the street from this new subdivision. So, with what we just heard with that 60% of those cars going by, roughly 600 cars per day, they would be driving right by our home. What we're really concerned about is it looks like spot zoning to us. It looks like we're just dumping just a ton of houses into this area that's surrounded by one acre lot homes. It's on every side of it. And that's what we're just really concerned about is the density, more traffic, and just, you know, reduced quality of life with such a big project and looking at that to me it just looks like greed. If you look at the open spaces compared to the homes, there's very little for that many homes. In our subdivision, we have 26 acres. The common area across the street with this subdivision, I think they're proposing 1.7 acres. Where is everybody going to go when they see 25 acres, right across the street? They'll be in our property. So, we ask that we are…We just oppose this. And we would like to see R-1, R-2, R-4.

Jim Grow Well, and I want to reiterate, they gave a great speech on these traffic impact studies. I don't believe them. I can leave my house at 7:30 in the morning and I can sit to exit to get on to Columbia Rd. and I can sit there for 10 or 15 minutes before I can get my car out on the street. It is non-stop traffic and then you propose to dump another thousand plus cars into this area. It is crazy.

Dana Grow And we're just afraid it's really going to impact the value of our home. You know, being right there next to all of that. It just will make life unbearable. Thank you for your time.

Vice Chairman Bryan Clark Next up to testify, we have Bob Wilson.

Bob Wilson My name is Bob Wilson, and I live at 718 E Tucman in Kuna here. And I want to speak towards the school. Just go again, propose to go in, and I don't have any grade school kids or anything like that. I'm an empty nester. My wife and I, but I wish that this type of school was in when my kids were growing up because they both my daughters were kind of I'm not going to say loners, but they were off on their own and you know, we really fought to get them through High School. And you know right now they are pushing both of their kids. I just had one graduate, one of my grandson's just graduated. One of the Special charter school hybrid schools just a few weeks ago. And that really did him wonders. Because he was ready to just drop out and get a GED. So, hybrid school helped him out and living over in Nampa so these Public charter schools to me are here to help the kids. You know the ones that you know are in the community, and I really think that the their quality of education supersedes what's being offered. I really do. Thank you.

Vice Chairman Bryan Clark Thank you. Next up to testify, Brian Fletcher.

Bryan Fletcher Thank you, Commissioner. And chairman and Commissioners, My name is Brian Fletcher, 12547 W Lamar in Boise, ID. And thanks for the opportunity to visit with you tonight. I am with Gem Prep and I actually was the CFO for the Kuna School District for seven years. So sort of like come back home for me tonight. A little bit about what Gem Prep is our gym prep is, as Keith mentioned, a free public charter school. It doesn't charge a fee. We're funded the same way that every other school district and charter school that's free in Idaho. Our mission is to provide a robust academic experience for students with an emphasis on college prep, we strive to have the majority of our students Graduate School with 18 college credits or even the potential associates degree. And while this is our focus, our interest is really serving all students regardless of what their go on interests. We currently have 7 schools across the state of Idaho. We have 3 in Meridian. Keith mentioned South, which is on Lake Hazel. One in Nampa, one in Twin Falls, one in Pocatello and our online school. And collectively we serve over 13…3200, I'm sorry, not 13…3200 students across the state. We're currently working on our 8th school in Idaho Falls and we anticipated opening up in the '26-' 27 school year a little bit about the school here that would be in Kuna when fully built out and be about 50,000 square feet. And it would serve 574 Students. And that

would be K through 12 students so all the way. Kindergarten through 12th grade, and today we actually are serving 145 Kuna resident students who are at our various Gem Prep schools. Not surprising. The majority of those are up at our South location, but 96 of them. Gem Prep will be open and available to the entire community and not limited to the students who reside in the Gallica development. As Keith mentioned, the tenant zone would expand and cover the city of Kuna. And as an estimate that was shared with the Gem Prep that Gallica will generate about 200 and 52160 potential. Might be 10, might be more K through 12 students, which even if 100% did enroll in Gem Prep, there would still be considerable capacity for other students across the city of Kuna. We'd be offering busing and child nutrition services in year 1 of operations. And we typically provide one or two depending on what that demand and student count is for buses in that first year and then we're fully developed out, we offer usually around four or five buses to cover routes. In closing, just say that this is just a quick snapshot. Gem Prep as a whole and our vision of Gem Prep Kuna and I'd like to thank you for your time and also thank the developer for the space, the opportunity, and the land. And we very much are excited about being a part of Kuna and being able to serve the Kuna community. With that, I'm happy to answer any questions that anybody may have.

Vice Chairman Bryan Clark Any questions?

Commissioner Jim Main No.

Vice Chairman Bryan Clark Thank you. Appreciate it

Bryan Fletcher Thank you.

Vice Chairman Bryan Clark Next up to testify, we have Rose sellers.

Ursula "Rose" Sellers Hi my legal name is Ursula Sellers. I go by Rose. My address is 8121 S Old Farm Place. Meridian. I'm here to represent the United homeowners of the Homestead, Homeowners Association as well as we've, we've recently been joined by Family from the Iron Horse subdivision across the street. We are your neighbors. I'm representing. I have to say it. My husband, Robert Reyes, Warrant Officer to Reyes, is away with the United States Army right now. He's not here. Several of our Members are out of town today. If any of our members are here. today, can you stand? I'm not sure all who's here from the coalition Our Members are myself, Robert Reyes, my husband Dennis and Marcy Durant, 8352 S old Farm Place, Meridian; Kenny and Tammy Huff, 8397 S Old farm Pl. Meridian; Don and Carol Joyce, 3723 W Columbia Rd. Meridian; Bill and Shauna Bach, 8115 S Old Farm Place. Meridian; Laurie Kelly, 8260 S Old farm place. Meridian; Dan and Connie Scogrand 8167 S old Farm Place, Meridian; Justin and Kelly Van Way, 8054 S Old Farm Place, Meridian; Jim and Amy Negan. Mere 8351 S old Farm Place, Meridian; Dennis Wilkerson, 8305 S old Farm Place Meridian; Jeff Smith, 8259 S old farm Meridian; Jim and Pat Clayton, 3865 W Columbia Rd; Michael a Clayton, 3865 W Columbia Rd; Richard and Christy Jones, 7957 S Old Farm Lane, Meridian.

We have formed the preserved Kuna Kuna's Heritage Coalition, strongly opposed the traffic corridor directly behind our homes, and the continued push for R-6 zoning in the Gallica Heights subdivision. We have submitted this statement a couple of times. Things keep changing. I would have loved to have some of the information that's going to directly impact my home in my neighborhood before tonight's hearing, but nonetheless as You know the inclusion of the R-6 zoning still presents serious and unaddressed concerns regarding infrastructure capacity, safety and quality of life impacts. Given the massive traffic burden from this development, the shift to a charter school and the addition of a major roadway behind our homes directly behind our homes, this subdivision should be restricted to R-4 zoning or lower to protect Kaunas residents and maintain responsible growth. Our concerns are extreme and unmanageable traffic congestion, Columbia and black cat roads, despite what has been stated tonight, absolutely cannot

support the projected traffic influx. 514 new homes averaging 2 vehicles per residence will result in 1028 additional cars trying to exit through just two egress points during peak hours. That's. One car every couple seconds, 3 seconds or so attempting to merge. I have more time because I'm representing A coalition. I understood I had 10 minutes. That's what it says. Somebody's alarm went off. Okay, I just heard an alarm, so I want to make sure I get my time, our time.

Senior Planner Troy Behunin Just for a moment, Commissioner, you need to entertain the request.

Vice Chairman Bryan Clark Okay, since you're representing the coalition, we'll allow it.

Ursula "Rose" Sellers Thank you. So with a collector road added behind our homes, thousands more vehicles will be stopping and going at all hours, turning our backyards into an endless stream of noise, pollution, and congestion. This level of congestion is completely unmanageable and will lead to dangerous road conditions, longer emergency response times to increase access.

What wasn't called that is there is a very significant blind hill at that corner. It was kind of funny like the when the developer was showing the plans. I mean, there's just... It's as if we don't exist to that the words Shayla Rd. was just over my neighbors home is kind of insane to see. Our neighborhood is already compromised by that by that blind hill and Columbia Rd. Just past the entrance to our subdivision on Old Farm. Base thousands more cars added to the corridor will return will turn an existing risk into a deadly hazard. And frankly, guys, we're going to have screeching brakes, street lights, and the exit that's coming into the proposed shallow road extension is those headlights are going to come straight into my bedroom window. The Charter School will worsen congestion. I'm a proponent of charter schools. I think they're wonderful. Terrific. Bring in Gem Prep into an R-4 neighborhood. This is completely irresponsible. The character of the neighborhood is R-1. The whole area is R-1. This is, honestly, I worked my whole life for this property you guys are talking about destroying, absolutely destroying, our investment and our enjoyment of the home that we hope to die in.

So the high traffic road again means inescapable noise pollution. Thousands of vehicle stopping and accelerating will permanently disrupt our community's peace. I mentioned streetlights and headlights from cars, buses and emergency vehicles and severe property value loss and honestly, legal liability for the city. Our homes were purchased with the expectation of surrounding agricultural and R-1 zoning. This plan represents a switch that devalues our investment significantly. I would never have purchased my home with that subdivision behind it. A collector road behind our homes combined with R-6 zoning will significantly reduce our property values and result in major equity losses. Idaho courts have ruled that cities must consider the financial impacts of zoning changes on homeowners and failure to do so could expose Kuna to legal action. We're not going to accept an outcome where our property rights are trampled for the sake of unchecked developer profits.

We would like this subdivision to be limited to R-4 or lower zoning. We would like to require a comprehensive traffic study, comprehensive, that proves feasibility. And an in-depth, independent traffic study that includes the proposed extension of Sheila Ave. directly behind our homes to Columbia Ave. It's not just the 1028 cars from that subdivision, it's all the cars coming from Crimson Point, I mean that that whole thing. I see it. Okay, great. Let's get the developers to pay for it piece by piece can absolutely ruin our lives. We do want… we know that progress is progress. We're not trying to stand in the way of progress, but we would like to require a natural berm, walking path, and relocation of the school soccer fields and open green spaces to ensure that we do not have a Ten Mile Rd. at our back fence. You know that we really do appreciate your public service, but you do have a duty to protect us from negligent planning. And this project, though it's quite buttoned up and quite the impressive, you know, empirical evidence has been put together. I think we can all see that this monstrosity has no place in this immediate

vicinity. We are very serious in our opposition to this subdivision and we are ready, willing, and prepared to seek legal action to stop this development. We ask that you stand with us and protect Kuna's heritage. Thank you.

Vice Chairman Bryan Clark Thank you Yeah, I've got 2 Mark not to testify here last to testify this evening. We'll just double check here. Renee Stewart, you've marked not to testify?

[Inaudible]

Okay. Thank you. And same for Veronica Peterson? Just double checking.

[Inaudible]

Thank you. Last on this currently to testify, I believe this is Dan von Grow.

Dayne Grow Excuse me. My name is Dayne Grow. I live at 7900 S old farm lane. This project has been changed and changed as they've explained it. And with the addition of the Charter school, I'm in favor of it. There's traffic everywhere and I realize it's going to affect me also. As far as the land values, Everybody can't afford a 1-acre lot with $1,000,000 house on it. And so that's why I'm in favor. Thank you.

Vice Chairman Bryan Clark Elizabeth, do you care to rebut?

Elizabeth Koeckeritz, Givens-Pursley Tim Eck, the developer, would like to rebut.

Tim Eck My name is Tim Eck. I am the developer of this project. I live at 6357 Buena Vista in Star. I've got it. rebuttal typed up here, December 22nd, 2009 is the date I gave Kuna joint school District 10.8 at 10.87 acres to build the Silver Trail Elementary School on. I also sold 43.7 acres to Kuna Joint School District for a price equal to about 10% of the current market value for a high school site. Since that date 15 1/2 years ago, there has not been another elementary school built by the district and the high school site still sits vacant. For at least a decade, the district has focused on extorting money from developers. They offer to show up in support of our applications. If we agree to give them an extraordinary amount of money. However, if we refuse, they show up in opposition, claiming there's no capacity and they are overcrowded. If that's not extortion, I don't know what it is. This raises the question, if we have a bunch of money, they show up in support, is there really a change. Charge of capacity or they do just or do they just ignore the problem for the right amount of money we want to fix the school shortage problems in Kuna. We have 6 preliminary plat applications in the works that all include school sites that we will donate. Charter schools, public charter schools, will be built on these sites. They will each accommodate approximately 500. Each location there will be 200 to 300% student capacity compared to the student count generated by the subdivision. Each school and not only accommodate 100% of the student count generated by our subdivision, but we'll be able to accommodate additional 100 to 200% above what our subdivision will generate, significantly relieving the overcrowded burden on the district schools.

In about I didn't get the exact dates, but in about 2017 kuna adopted a policy and started assessing parking impact fees collecting $2500 a lot with every building permit. I was actually involved in the initial discussions and participated in the initial plan. The intent was through these impact fees, Kuna would be able to raise money to secure land and build new parks. Since inception, Kuna has built 2 new parks, 1 still in construction, and I believe 1 is done. We want to fix the park deficiency in Kuna. Five of these six preliminary plats include public park sites that we will improve and donate to Kuna. The parks at each plant are contiguous to the schools. This provides an amazing benefit for the schools and the students that will be able to use the park every day they're in school. When we initially rolled out this plan, it was my

idea that the schools would have priority use of the park while school is in session, that has been determined to be unnecessary. When school is in session, the park will be available for public use. The plan has been reviewed with Kuna Parks and Rec and they fully support the parks with the schools next to it. The districts build large taxpayer funded regional schools. The charter schools not use a single taxpayer, local taxpayer dollars to build their schools. They build smaller local schools. The large district schools serve a large radius of residents, and most of those…And those more than a mile must be provided busing. The smarter, smaller charter schools can serve the same area in the district school, but with six of them there are six one-mile radiuses that do not require busing Verses one that is, that's verse one that's 600% of the students that can walk or bicycle to the smaller schools compared to the larger schools.

Our preliminary plat applications are scrutinized for walkability, assuming one mile is considered walkable, these six school sites and five park sites provide walkable access to 12,010 acres for the schools. *Wait a minute.* Okay, provide access to 2010 acres each. There we go, that's 12,060 acres within walking distance to the schools and 10,050 acres within walking distance to the park. I ask you to help us keep Kuna, help Kuna solve the school overcrowding problem. The public park shortage. 2 of these plates are appropriately located and have school park sites large enough for a district grade school as an option to a charter school and public park. These sites could be donated to the district, but this should only be considered if the district is successful in securing funding to build. It doesn't do any good to give the district land that they cannot build on where we will build the charter schools. We have 21 acres of open space that's 16% open space in our subdivision, the mid-mile collector Shayla will be building it from Gallica from Columbia to Wingover. Sabino's is currently building it from wingover to Hubbard, Ewing Meadows, from Hubbard to Ardell and Ardell to deer flat is done. Homestead distance almost done. *If I can about another minute*.

Vice Chairman Bryan Clark One minute is fine.

Tim Eck So we mapped out the distance to the surrounding homes because that was of concern. So from our lots to homes to the to the north. We have 146. From a lot to a home 152 feet from a lot to a home and then going over to homestead, we've measured a couple locations from lot to homes at 189 and 174 feet. Now the homestead, listening to them talk 100% of our subdivision that is contiguous to them is either park or R-4 as they ask for. The R-6 is just a short segment and the R-6 is all contiguous to Sabinas Rocky Ridge which has significantly higher density than us. So, we are creating a transition. And with that, I'll gladly stand for any questions.

Vice Chairman Bryan Clark Thank you. Tim, any questions to the developer at this point?

Commissioner Jim Main No.

Vice Chairman Bryan Clark Thank you, Tim. Appreciate it. All right. I didn't make any call a call for any last minute testimonies. I don't know, I think…Was there anybody who wanted to testify in this Application that hadn't had an opportunity to. Okay, sorry about that. My order of operations here with that, I'm sorry?

[Inaudible]

Vice Chairman Bryan Clark Okay. And you're with the developers group? Okay. Is that considered part of the rebuttal or?

City Attorney Marc Bybee Marc Bybee, City Attorney. I'm not completely familiar with your guys' P&Z protocol, but normally it's the Chairpersons discretion whether it allow additional testimony, but it

should be limited to the subject matter that's actually been testified to it. It shouldn't be an, because if you're a rebutting, you're responding to what has been addressed, so if you wish to give the applicant more time that is in your discretion.

Vice Chairman Bryan Clark Okay. And you want to speak directly to the traffic impact? Is that what I heard?

[Inaudible]

Vice Chairman Bryan Clark Okay. What do we do? 3 minutes?

Senior Planner Troy Behunin Yeah, that'd be correct.

Jamie Markosian Commissioners, Members of the Council, my name is Jamie Markosian, traffic engineer with the development representing Kittleson Associates, 101 S Capital Blvd. Boise ID. We have done a full-scale comprehensive traffic impact study for the Gallica Heights subdivision that meets all of the Ada County Highway District standards, for traffic impact studies. We also are analyzing and looking at traffic from a complete sense. So, we're taking into account not only this development, but we're taking into account regional growth, background growth volumes, right? As the Community grows, but also the specific subdivisions that are within a reasonable vicinity of the site. As dictated by the Ada County Highway District. Those traffic or those trips and vehicle traffic from those developments are included within our traffic impact study, which has been accepted by ADHD and ITD because we touch the Meridian Rd. and Columbia Rd. intersection with our study intersections.

Our site meets all of the ACHD spacing requirements from an access perspective, specifically on Shayla with the north-south collector. That is a planned master street Collector roadway from ACHD and that location is, you know, part of the Master Street map that ACHD upholds for their traffic system. Additionally, looking at the horizon or the vertical curve on Columbia Rd. the access, spacing, and location of the north-south Collector. Intersection with Columbia Rd. does provide sufficient site distance to the crest of that curve for stopping and maneuverability for vehicles who are traveling on Columbia Rd. All of that information is taken into account and applied within the traffic impact study that we prepare and is a component of our assessment of site access points and ultimately the design of the site as it as it's laid out. Additionally, the project does reduce overall trip counts with the reduction in town home uses, and the and the transition to single family detached homes. We see with the previous development as far as land use intensity, approximately 8000 trips per day resulting in 585 vehicles in the morning and 676 vehicles in the evening peak hours. The updated site plan with the reduced intensity land uses account for a new total of about 5000 vehicle trips per day which account for 363 AM trips and 497 PM trips. So you do see a nice reduction in overall trip capture throughout the entire day and as has been mentioned by Elizabeth, the development is on the hook with ACHD to comply with the mitigations required of it off site as long as well as the improvements directly abutting the site. Thank you.

Vice Chairman Bryan Clark One quick question for you regarding the vertical curve on Columbia. Was that analyzed posted speed limit or at the 85th percentile?

Jamie Markosian It was at the posted speed limit.

Vice Chairman Bryan Clark Okay.

Jamie Markosian Yep.

Vice Chairman Bryan Clark All right, what's the posted speed limit out there today?

Jamie Markosian I believe it's 50 miles-an-hour.

Vice Chairman Bryan Clark Okay, cool. Thank you very much.

Jamie Markosian Thank you.

Vice Chairman Bryan Clark With that, we'll close the public hearing at 6:56. Any other questions for staff, or the developer, at this time?

Commissioner Jim Main Yeah. One question regarding the Charter School, 2 questions regarding the Charter school, will it accept students outside of the Kuna School District? For anybody, probably the charter school guy back there.

Brian Fletcher, Gem Prep As a public charter school, as Mr. Donahue had testified to the students inside the applicants inside the boundaries of what the charter schools has drawn would have first right. So, if there were 574 students within the boundaries of what the Charter school has drawn. And again, that would be the city of Kuna. They would have first right of over any other students outside of that bound.

Commissioner Jim Main Okay. And then Extracurricular activities. If someone from the charter school wants to play football, basketball, I assume there's not going to be a program at the Charter school?

Brian Fletcher, Gem Prep We'll have a variety of different programs, not football, and not baseball. E Sports has been pretty big, so that's something that we've expanded into. We're looking at, not looking at, we have basketball. We're looking at expanding into cross-country, track, and the question is whether we're going to try to assemble a charter school, a competition or join the districts and we might be like a Tier 1, Tier 2 level competitor.

Commissioner Jim Main Thank you.

Vice Chairman Bryan Clark I'm sorry if you wouldn't mind stating your name and…

Brian Fletcher, Gem Prep certainly. Brian Fletcher Gem Prep 12547 Dale Martin, Boise.

Vice Chairman Bryan Clark Thank you. Sorry, I stepped on you, Doug. Is that what you're calling for? Okay. Any other questions before our deliberation?

Commissioner Jim Main No.

Vice Chairman Bryan Clark Okay. All right. Looking at you, Jim.

Commissioner Jim Main You looking at me? Well, Okay. Well, first of all, I want to say that I've been in Kuna 35 years and when I built my house, there were 1800 people here. And now I can't get out of my driveway. So I understand how everyone feels about the growth here. One of the things that I have to look at is. We're looking at a project…The planning zoning puts out a FLUM, which is a future land use map. And that's was established quite a while ago and it identified this property for this type of zoning. So it's not something that the developer just came up and decided and he's worked with planning & zoning based on what that flume allowed and he's invested time and money into doing this. So I don't think I can really come back and say, you know, I'm going to kill the project because the neighbors feel that it's going to impact their one acre lots. But given that, you know, there's a lot of things that we have to look at. You know what this came before us before and we actually denied it. And City Council got it. And they said, you know, here's all these things. We want you to send it back to planning & zoning. We want to have another public hearing and we want to address all these items. And in Mr. Eck's defense, they've basically

taken everything that the City Council had asked for, and they've addressed it and I'll leave it up to you guys if you want to add anything to that.

Commissioner Bobby Rosadillo Yeah I mean, it's a tough one. I hear you know the community Members and what they're saying and you know, unfortunately it's, you know, for me when I see the mixed-use areas that are being used in primarily for residential, it's not really generating like a mixed-use, you know. Environment in that area and. You know, sitting here, looking at the map and seeing, you know, the large lots that are around it and surrounding it. You know, it's definitely, You know, tough from our perspective to look at it from. You know, very objective mindset and to hear subjective, You know, thoughts on it. You know, I think the thing that makes it tough too is the developer has done everything that they've been asked to do throughout this process. You know, there has been a lot of thought that's gone into it. You know, it's not an not an easy decision, I'll say that.

Vice Chairman Bryan Clark Yeah, from that standpoint, the developer has done a lot of work with the city. I again, it goes without saying, I sympathize with the with the neighbors and as stated by staff and has been intimated to us multiple times by ACHD. Unfortunately, that the improvements don't come without the so I mean the improvements to local intersections, they don't come without development. So if we want to see things better, get better from a traffic standpoint at the end of the day we have to create the demand. So with that being said, the… this project is improving its edge conditions and it's been intimated to me that they're going to be required to do additional traffic impact studies at certain points throughout the development process. The school will have to do a separate traffic impact study and deal with any improvements that come with it at that moment. So I don't mean to put aside the traffic impact. And that's the hard part with this. By way of the product that's applied, the developer has made a strong effort to create… They've got the nice R-4 buffer along all the main roads and behind the existing homes. For a collector, Shayla is only going to be a 36-foot-wide St. So, as collectors go. It's a nice small size. Plus, with the school coming to the community, I think it's a benefit. I really do, so…Any further questions? Anything else?

Commissioner Jim Main No, no questions.

Vice Chairman Bryan Clark At this point, I believe. I'd stand for a motion.

Commissioner Jim Main Okay, Mr. Chairman, I move to recommend approval of case #22-07-ZC and 22-15-5 with conditions as outlined in the staff report.

Commissioner Bobby Rosadillo I'll second it.

Vice Chairman Bryan Clark Request amendment to 22-1-5 to S.

Commissioner Jim Main Oh, I'm sorry. Shall I restate that?

Vice Chairman Bryan Clark Please.

Commissioner Jim Main Okay. I will move to recommend approval of case #22-07-ZC and 22-15-S with conditions as outlined in the staff report.

Commissioner Bobby Rosadillo Second.

Vice Chairman Bryan Clark All in favor?

All Commissioners Aye.

Vice Chairman Bryan Clark Any opposed?

(Timestamp 01:05:48)
Motion To: Recommend Approval Of Case #22-07-ZC And #22-15-S With Conditions As Outlined In The Staff Report
Motion By: Commissioner Jim Main
Motion Seconded By: Commissioner Bobby Rosadillo
Further Discussion: None
Voting Aye: Commissioners Rosadillo, Main, Clark
Voting Nay: None
Absent: Commissioner Greger, Hennis
3-0-2

Commissioner Jim Main Okay. One more.

Vice Chairman Bryan Clark Yep.

Commissioner Jim Main I'll make a motion to approve case #22-34-DR with conditions as outlined in the staff report.

Commissioner Bobby Rosadillo Second.

Vice Chairman Bryan Clark All in favor?

All Commissioners Aye.

Vice Chairman Bryan Clark Any opposed? Thank you. Those motions pass.

(Timestamp 01:06:13)
Motion To: Recommend Approval Of Case #22-34-DR With Conditions As Outlined In The Staff Report
Motion By: Commissioner Jim Main
Motion Seconded By: Commissioner Bobby Rosadillo
Further Discussion: None
Voting Aye: Commissioners Rosadillo, Main, Clark
Voting Nay: None
Absent: Commissioner Greger, Hennis
3-0-2

[Brief Silence]

Vice Chairman Bryan Clark We'll take a quick 2 minutes to let the room clear.

[Recess At 7:06 PM]

[Exit Recess At: 7:07 PM]

Vice Chairman Bryan Clark All right. We'll reconvene at 7:07

4. BUSINESS ITEMS:

(Timestamp 01:08:04)

Vice Chairman Bryan Clark Okay, next on the agenda, we're moving to our business items for the evening.

A. Case No. 25-09-DR (Design Review) for Journey's End Park Site – Doug Hanson, Planning & Zoning Director

Applicant requests Design Review approval to modify the approved open space for Lot 30, Block 1 located within Journey's End Subdivision No. 3. Located at E Odyssey Street, Kuna, ID 83634 (APN: R4743770160); Section 25, Township 2 North, Range 1 West.

Potential Motions:

- *Motion to approve/deny of Case No. 25-09-DR with Conditions as outlined in the staff report (and additional Conditions imposed by Commission, if applicable).*

(Timestamp 01:08:07)

Chairman Bryan Clark First up is case #24-09-DR, design review, for Journeys End Park site, Doug.

Planning & Zoning Director Doug Hanson Good evening, Commissioners. For the record, Doug Hanson, Planning & Zoning Director, 751 W 4th St. Kuna. The applicant is submitting a request to modify the open space. For lot 30, Block 1 of journeys and subdivision number Three. The open space proposed for this lot originally included a pool and clubhouse, which was approved by the Planning & Zoning Commission on November 24th, 2015, with the journeys and preliminary plat landscape plan the applicant has shifted and now proposes a park site to include a gazebo place at Picnic tables, benches and a pickleball court upon review staff finds the application to follow Kuna City code. Staff would recommend, if the Commission approves case #25-09-DR that the applicant be subject to the conditions as listed in staff report, as well as any additional conditions imposed by the Commission. With that, I will stand by for any questions.

Vice Chairman Bryan Clark I'm sorry it took a couple of seconds for this to open. We're getting there. All three of us clicked on the same file here. Would you mind bringing up a landscape plan by chance?

Planning & Zoning Director Doug Hanson Yes. And the applicant is here this evening for any questions you may.

Vice Chairman Bryan Clark Okay, any questions for staff at this point?

Commissioner Bobby Rosadillo I don't have any.

Commissioner Jim Main No.

Vice Chairman Bryan Clark Okay, if the applicant would like to come up and share. And if you don't mind, please state your name and address for the record

Steve Arnold, A Team Land Consultant Sure. Mr. Chairman, for the record, it's Steve Arnold. I'm with A Team Land Consultants. Address is 1785 Whisper Cove, Boise 83709. So there's not really much to fill in, but I will give you a little bit of the background why some things have changed. We originally showed where the townhomes are. They were basically an attached fourplex long and skinny and wide. So that's what shifted things to the West. The other thing that changed is we originally came in with 25 Fourplexes, but there was some issues with our boundary and the footprint of the fourplex that we ended up building was larger than the footprint we use to put together the SUP map. So we lost… We went from 25 fourplexes down to 23 and then our townhomes that we were originally showing were about 1000, maybe 1100 square feet and some, and then the ones that we ended up designing were they're 3 bed. 2 bath anywhere between 15 to 1700 square foot. So we increased the size of those. So when we did that one, we got a smaller footprint where we're showing the park site now, but we did make up for that open space to the north up here, there's about another 7000 square foot park. So we had to eliminate one of the fourplexes at the very north portion of the boundary. So that's why we're ended up where we're at. If I were to put a pool and clubhouse here, it would be more like a hot tub and potty room or something, but it's just it got too small. So with that, I'll stand for any questions.

Commissioner Bobby Rosadillo I don't have any questions.

Vice Chairman Bryan Clark Jim, you got anything?

Commissioner Jim Main No, no questions.

Vice Chairman Bryan Clark Okay.

Steve Arnold, A Team Land Consultants I guess there's one thing I'd add too is we saw the more value in something that could be used year round instead… the pool you basically get to shut them down in October and open them back up in May so…

Vice Chairman Bryan Clark Is it a heated pickleball court to keep the snow off? Come on!

[Laughter]

Steve Arnold, A Team Land Consultants Well, it'll be slipperier. They'll have to play slower.

Vice Chairman Bryan Clark Okay, all right. We appreciate it. Thank you. I'm staring over your shoulder here, Bobby. It has decided not to download for me.

Commissioner Jim Main Oh.

Vice Chairman Bryan Clark So. All right, so we get pickleball, we get a shelter, the features that are there are attractive. It is, unfortunately, we got a little bit smaller.

Commissioner Bobby Rosadillo Still looks like a decent size for the…

Vice Chairman Bryan Clark *Mhm.* Oh, I'm sorry. Is this an open community or is it an age qualified community?

Steve Arnold, A Team Land Consultant Again, Steve Arnold, A Team Land Consultants, same address. It's not age restricted. Yeah. Anyone we've sold to 7080 years old then to 30 years old.

Vice Chairman Bryan Clark Okay, I guess it doesn't really matter but I was curious.

Commissioner Bobby Rosadillo Yeah, I mean it's decent size.

Vice Chairman Bryan Clark Yeah, it's a good size.

Commissioner Bobby Rosadillo They've got amenities and an open area.

Vice Chairman Bryan Clark And there's a tot lot. There as well, Okay. Yeah.

Commissioner Bobby Rosadillo You know parking excessively, yeah.

Vice Chairman Bryan Clark Okay. No, I think it's attractive use of space and good selection on the materials. Jim, you love to speak to materials. What do you think?

Commissioner Jim Main What's that?

Vice Chairman Bryan Clark You love to speak to materials.

Commissioner Jim Main No, I'm fine with it.

Commissioner Bobby Rosadillo I'll make a motion that we approve case #25-09-DR with conditions as outlined in the staff report.

Commissioner Jim Main Second.

Vice Chairman Bryan Clark All in favor?

All Commissioners Aye.

Vice Chairman Bryan Clark Any opposed? Okay. All right, motion passes. Thank you.

(Timestamp 01:14:12)
Motion To: Approve Case #25-09-DR With Conditions As Outlined In The Staff Report
Motion By: Commissioner Bobby Rosadillo
Motion Seconded By: Commissioner Jim Main
Further Discussion: None
Voting Aye: Commissioners Rosadillo, Main, Clark
Voting Nay: None
Absent: Commissioner Greger, Hennis
3-0-2

B. Case No. 25-14-DR (Design Review) for Kuna Mora Industrial – Troy Behunin, Senior Planner

Applicant requests Design Review approval for four industrial flex buildings located near the SWC of E Kuna Mora Road and S Curtis Road (APN: S200640005); Section 6, Township 1 North, Range 1 East.

Potential Motions:

- *Motion to approve/deny Case No. 25-14-DR with Conditions as outlined in the staff report (and additional Conditions imposed by Commission, if applicable).*

(Timestamp 01:14:32)

Vice Chairman Bryan Clark All right. Next up on the agenda case #25-14-DR for Kuna Mora Industrial, Troy.

Senior Planner Troy Behunin Good evening, Commissioners. For the record, Troy Behunin, Senior Planner, Kuna Development Services Department. The application before you this evening is requesting design review approval for 4 tenant commercial buildings for an industrial flex space that's located at the southwest corner of E Kuna Mora Rd. and South Curtis Rd. And this is located in the East Industrial Overlay District and it is properly zoned M-1. Staff has reviewed the proposed application for compliance with Kuna City Code and the Comprehensive Plan. And if the Commission should approve this design review application, staff recommends the applicant be subject to the proposed recommended conditions that are outlined in staff report. I would like to give a small update. If you recall, in the staff report. Staff did make a recommendation for additional parking spaces. The applicant has responded and that is in the packet, although it is a late feature, but it is available if the Commission would like to see it and I will be here for any questions you have.

Vice Chairman Bryan Clark Will we need to amend the recommendation or the approval with that?

Senior Planner Troy Behunin Not unless you have additional…

Vice Chairman Bryan Clark It's improving the staff reports.

Senior Planner Troy Behunin Correct.

Vice Chairman Bryan Clark *I'm once again staring at your shoulder. Sorry, Bobby.*

Commissioner Bobby Rosadillo *No, it's fine.*

Vice Chairman Bryan Clark Do we have elevations? Landscaping site plan.

Commissioner Bobby Rosadillo Materials…*Sorry, it's running slow on my end too.*

Vice Chairman Bryan Clark *Yeah. Well, it won't even let me get back to the city site right now.*

Commissioner Bobby Rosadillo Yeah, I don't see. I don't see an elevation. So 4 separate buildings.

Vice Chairman Bryan Clark Oh, was the applicant here this evening? Hi, how are you? Did you have a presentation for us? I'm sorry.

Lauryn Allen, Hatch Design Architecture No, I do not have a presentation. I'm just here for questions or comments if anybody has anything.

Vice Chairman Bryan Clark Okay. All right, very good. Were there any elevations available? Are the buildings designed at this point?

Commissioner Jim Main Yeah, there's one in here.

Vice Chairman Bryan Clark Oh, there is one? Yeah. Sorry, working slow computers tonight.

Commissioner Jim Main There was one in the packet that I had on my computer at home, but I don't see one here.

Commissioner Bobby Rosadillo *Got to put the Wi-Fi hamster to work. Got to spin a little faster.*

Vice Chairman Bryan Clark *We're struggling to get technology tonight. Where's our poster board with our nice exhibit on it?*

Commissioner Bobby Rosadillo So it is in the application materials.

Vice Chairman Bryan Clark Okay. The setting materials, is that kind of like a corrugated..?

Commissioner Bobby Rosadillo Metal…*We're all sharing*

Vice Chairman Bryan Clark *Like you, Bobby, his computer works tonight.*

Commissioner Bobby Rosadillo *Wasn't working last night, so...*

Senior Planner Troy Behunin Commissioners, the elevations are also **o**n the big screen.

Commissioner Bobby Rosadillo Perfect.

Commissioner Jim Main Do you have the colored elevation on the big screen?

Vice Chairman Bryan Clark *Lets see if I can get to Google Maps here. Yeah, Nope.*

Commissioner Jim Main There it is.

Commissioner Bobby Rosadillo Looks good for industrial

Vice Chairman Bryan Clark Yeah, this is. This is the kind of industrial I really appreciate too. That's a really good use of space.

Commissioner Jim Main Yeah, it's a flex building, so.

Vice Chairman Bryan Clark My favorite kind of office actually. That's what I'm working out of right now. Yeah, Okay. All right. Do we have any questions for the applicant at this point?

Commissioner Bobby Rosadillo How many additional parking spaces did you include with the city request?

Vice Chairman Bryan Clark And if you could state your name and address and record please.

Lauryn Allen, Hatch Design Architecture Good evening, Commission. My name is Lauryn Allen, and I'm representing Hatch Design Architecture located at 200 W 36th St. in Garden City 83714. For the updated site plan that I did send to the planner, we did add an additional 3 parking spaces to the West of Building 3 along and we added two additional ADA parking spaces between building 1 and building 2, but there is room for more parking if it needs to be. Any parallel parking against building for Building 3 and potentially building 2, as well. As recommended by staff if needed.

Commissioner Bobby Rosadillo Thank you.

Vice Chairman Bryan Clark Okay.

Commissioner Jim Main I think it looks fine for a flex building.

Commissioner Bobby Rosadillo Yeah, looks good. I don't see anything with anything you say, anything that stands out to you?

Commissioner Jim Main No. Yeah, that looks fine as long as the parking that staff recommended was taken care of.

Vice Chairman Bryan Clark All right, stand for motion.

Commissioner Bobby Rosadillo So, I'll make a motion to approve case #25-14-DR with conditions as outlined in the staff report.

Commissioner Jim Main I'll second.

Vice Chairman Bryan Clark All in favor?

All Commissioners Aye.

Vice Chairman Bryan Clark Okay, thank you kindly.

(Timestamp 01:20:39)
Motion To: Approve Case #25-14-DR With Conditions As Outlined In The Staff Report
Motion By: Commissioner Bobby Rosadillo
Motion Seconded By: Commissioner Jim Main
Further Discussion: None
Voting Aye: Commissioners Rosadillo, Main, Clark
Voting Nay: None
Absent: Commissioner Greger, Hennis
3-0-2

C. Case No. 25-12-DR (Design Review) for Mo Bettah's – Marina Lundy, Planner

Applicant requests Design Review approval for a new Mo Bettah's restaurant with a drive through, which is approx. 1,872 square feet and located at 1460 E Deer Flat Road (APN R6949010100).

Potential Motions:

- *Motion to approve/deny Case No. 25-12-DR with Conditions as outlined in the staff report (and additional Conditions imposed by Commission, if applicable).*

(Timestamp 01:21:04)

Vice Chairman Bryan Clark Next up on the agenda, we have case #25-12-DR for Mo' Bettahs, Marina.

Planner Marina Lundy Good evening, Members of the Commission. For the record, Marina Lundy, Planner, Kuna Development Services Department. The application before you this evening, requests design review approval for an approximately 1872 square foot Mo' Bettahs restaurant with a drive through on the north side of the building. The project is planned for lot 10, Block 1, of the Paul Bunyan Plaza subdivision, located at 1460 E Deer Flat Rd. staff has reviewed the application for compliance with the Kuna City Code and the Kuna Comprehensive Plan, and should the Commission approve the application, staff recommends the applicant be subject to the proposed recommended conditions as outlined in the staff report, and I'll be here for any questions that you have.

Vice Chairman Bryan Clark Thank you, Marina.

Vice Chairman Bryan Clark Okay. Is there an applicant presentation or? You even got the Hawaiian shirt. Let's go.

Chad Jones, ALC Architecture Chad Jones, 1119 E 8. Eagle, ID, representing ALC architecture. I should have printed these in color, but for myself I didn't apologize.

[Brief Silence]

So this project as staff had mentioned is… *let me get up closer to that* it is currently on lot 10 right now. This is going through a preliminary-final plat, a process, and it will be, I believe, want to make sure I get this right. I think it's Lot 1 Block 1 of Paul Bunyan sub #2. Which is scheduled for Council next month, is that correct?

Planner Marina Lundy It doesn't have a Council date yet, but it was at the last it was recommended for approval at the last Planning & Zoning Commission meeting.

Chad Jones, ALC Architecture So I just want to make note that the lot and block will be different than what's in the staff report. As staff mentioned, this is an 8172 square foot Mo' Bettah's restaurant, drive through. As what we've seen around the community and I'm not quite sure how many we've done, but it's a few. It's going to be a mix of materials, stucco. Banding elements 27-foot high, Max height on the upper parapet. Screening all of the rooftop elements that would be occupied up there, such as HVAC. You know, back your house type stuff. With I believe some other materials, such as a warm stone veneer, banding,

wrapping the building, giving some contrast and appeal consistent with what's in that development already, with the grocer. Egress-ingress will be off of Deer Flat Rd. within the development. Utilities are to the site and will be extended from Deer Flat into the site we worked with public works already and identified any of those potential issues that might occur with the supply and. You know, getting rid of waste and all that stuff. At this point I don't know if there's a whole lot for me to explain about a Mo' Bettah's other than what it is. I'll stand for any questions.

Commissioner Jim Main Yeah, I have a question. As far as the building goes, I see no issues with the building, but I'm looking at your site plan here and I don't quite understand your traffic flow.

Chad Jones, ALC Architecture So the traffic flow, it's a shared drive going into lot one and lot two, the future Lot 1 and Lot 2 block, one of Paul Bunyan sub # . I don't know if it'd be better for me to kind of point where I can have.

Commissioner Jim Main You point you've got you've got the oil change place and when the vehicles leave the oil change place, they go out And they hit the north-south Rd. Which is a two way road, correct? But then. Yes, the north-south road. You've got one lane going north, one lane going South. Correct?

Chad Jones, ALC Architecture correct.

Commissioner Jim Main But then on your site plan you've got the drive through line, you've got cars stacked in the southbound road. And you've got cars coming out of the Lube shop. And how do they actually get out of the site? Do they get In the drive through Lane?

Chad Jones, ALC Architecture so as they enter the site down below, you see the trash enclosure.

Commissioner Jim Main Yes.

Chad Jones, ALC Architecture There is a drive, a drive aisle. I wish I had a... Zoom that up a little. Zoom that up a little bit, but there's a Dr. aisle just South of that of that trash enclosure that allows traffic flow back into the stacking lanes of the take 5 that's located on lot 2. And as they egress out of getting their oil changed. They'll come back out and take that that. That drive north-south between Mo' Bettahs and back out to. So there's an ingress in to Take 5 separate from the ingress to Mo Bettahs

Commissioner Jim Main Okay But then when they leave the oil change place, it dumps them right into the drive through line. Are they supposed to get in the drive through lane and go out to the north, or are they supposed to turn into the southbound lane?

Chad Jones, ALC Architecture That's. That's actually a 2 lane. That's a 2 lane drive through. So one of those lanes is dedicated to egress from the Take 5 so we don't have cars crashing into each other as they're trying to get their food from Mo' Bettah's coming out of the oil change.

Commissioner Bobby Rosadillo Well, they're going to have backing up from the parking spots there at the oil change lane as well.

Vice Chairman Bryan Clark And the illustration is indicative of probably people's primary behavior, unfortunately. So I mean, You know, the last one wants to put a stick in the spokes here, but that's a really good point that is potentially a conflict on the site. We're going to see some, especially when the place

first opens, we're going to see some conflicts between that outbound traffic and intake into the Mo' Bettahs, I imagine.

Chad Jones, ALC Architecture So, I understand where you're going with this and a person who has a sticker from Take 5 and in his one of his car currently myself. I can tell you I wait a long time to get my oil change, which is really frustrating, so there's going to be a delay when people coming out as people are going in through that drive through, I can't imagine you're going to have a whole lot of people coming out of Take 5 at the same time, a whole lot of people going in and getting food through a drive through.

Commissioner Jim Main But based on your diagram here, you've got a car showing in the southbound lane going north into the drive through.

Vice Chairman Bryan Clark Right. And that's and like I said that's more kind of indicative of behavior, I imagine.

Vice Chairman Bryan Clark Yeah. Yeah, so it's opposing traffic flow.

Commissioner Jim Main Right. And then also if you have a drive through stacking there and you have that… if they stack back far enough, then you're getting in the way of the handicapped access to the handicapped parking spot.

Vice Chairman Bryan Clark Now the one and the one good thing about the no. I don't know if this influences us at all, but the one good thing about a Mo' Bettahs business model is that they are pretty much they aren't cooked to order. They're almost like a buffet style, so… There is speed at the window, but that's not guaranteed.

Commissioner Jim Main Right, but still, I just see that as a big. Is a big block up and big cluster right there. It doesn't. The striping on it the arrows don't actually simplify things. They actually complicate things.

Commissioner Bobby Rosadillo My thought is, you know, when you look at oil change places that we haven't, you know we don't have a lot. So, I anticipate that when this place opens up, it's probably going to be busy. I don't think I'm as worried about the volume of traffic with the oil change. You know, the take 5 as much as it is the traffic and the volume for the. You know primarily around mealtimes and stuff like that. You've almost the orientation. It just. Yeah, it kind of doesn't make sense. You know, if it's not busy on either end, I'm sure it'll be fine, but if something gets busy, you're either blocking people in from the oil change or blocking parking in, You know and then trying to get people out trying to back out from Mo Bettah's, if they decide to walk in. You know, I have a... You know, educated guess that it's going to be frustrating for somebody on a regular basis, you know, depending on what time they go. You know the flow of the pattern of the flow doesn't, on paper, doesn't look like it makes much sense. You know, maybe if it was just one or the other, but when you put them together, it's confusing.

Chad Jones, ALC Architecture I believe we plan for 7-,8-,9- car stacking for Mo' Bettahs. Take 5. We're going to get 6, maybe 7, stacking maybe. I… I've never in my personal experience of seeing more than probably 4. So, when you take that into account and you've got cars that at a virtual stop, potentially on waiting for Mo' Bettahs at the at the window and I'm just talking out loud right now, just kind of logically going through this. And you have a person coming out of Take 5 after drinking their water for 20 minutes waiting for the oil to be changed. I can't think that there's going to be a whole lot of high-speed conflict at

that intersection. If that building were to be turned, say theoretically turned, say 90°. I'm just going to throw this out here for discussion. Then you would have a drive through with the same conflicts and then potentially an egress issue. Where you have both ingress and egress going out the same point with this look with this positioning, now you don't. You've separated those egress issues and those conflicts going on to onto Deer Flat. And that's why this is laid out the way it's laid out.

Vice Chairman Bryan Clark Site planning of the delicate art, isn't it?

Chad Jones, ALC Architecture It is. No, I mean it's one of those things that you go back and forth and you scratch your head today sometimes.

Commissioner Bobby Rosadillo Which building are you talking about Rotating 90°, the Mo' Bettahs?

Chad Jones, ALC Architecture Mo Bettas is I mean, if that were to happen, which just so you know, we've done that.

Commissioner Bobby Rosadillo Yeah, I imagine. And you, you said you're in charge of the Take 5 application as well that design?

Chad Jones, ALC Architecture I am.

Commissioner Bobby Rosadillo So have you looked at rotating the Take 5 in different orientations with the Mo' Bettas in this?

Chad Jones, ALC Architecture The problem with to Take 5, rotating it is you're still going to have an egress and it's still going to come out the same way. There's only one way to stack cars going into those bays, and there's only one way for them to come out. Rotating them, which we've done presents other issues with egress out of those bays. And getting them back around with just the turning radius of the vehicles coming in and coming in and out. So this is by far the most efficient layout that overtime we've come up with, absolutely.

Vice Chairman Bryan Clark And you ended up with the triangle lot.

Chad Jones, ALC Architecture Well…

Vice Chairman Bryan Clark They're not my favorite.

Chad Jones, ALC Architecture Sometimes that's what you get.

Vice Chairman Bryan Clark Yeah and as far as the usage for a triangle lot I like. I like having to take the Take 5 down in the corner there. It is an interesting conflict.

Commissioner Bobby Rosadillo In the landscape plan, it looks more reasonable.

Vice Chairman Bryan Clark Yeah, well, not having the car shown, it's easier to...One would hope that the northbound traffic going into the better parking lot would know to stay to the right side, but there is going to be potentially the conflict with the ADA space. Where is the primary entrance? Is there a pedestrian access entrance to the Take 5?

Chad Jones, ALC Architecture The, you know…

Vice Chairman Bryan Clark Because what I'm kind of what? I'm kind of spitballing here is, would we be in violation of any ADA guidelines if we were to switch the ADA stall to the South of that bank?

Chad Jones, ALC Architecture No, and actually the access would be the ADA stall at mobbed is where it's located now. The access is directly to the east. If you see the ADA stall directly to the east on the Take 5 site, that's where the access from the public street occurs.

Vice Chairman Bryan Clark Oh. And it needs to be here. Yeah, it does need to be Okay. Yeah, that's what I was looking for. Perfect.

Chad Jones, ALC Architecture Yeah.

Vice Chairman Bryan Clark Okay.

Commissioner Jim Main So is there any way you could make the drive through lane 2 lanes?

Vice Chairman Bryan Clark Allow for over.

Chad Jones, ALC Architecture Are you looking for like an overflow?

Commissioner Jim Main I'm looking for someone pulling out of the take 5 to be able to turn right and go on the outside of the car stacking in the drive through.

Chad Jones, ALC Architecture Well, there is a landscape buffer there. There's a big ditch we have to contend with and some utilities. If that were a condition that we look at that I'm, I'm sure we could look at that and see what we could do. I understand what you're saying. There's kind of a there's kind of a kind of a throat there that slows traffic and that's meant to be there on purpose just for that reason to slow traffic and to direct that flow rather than going through the egress of the Mo' Bettahs drive through but come back around. But if you're looking for that egress shared egress lane on Mo' Bettahs. I'm sure that's something we can look at. It's probably not the best condition only because now you're integrating two different type of uses. I'm not sure how that would look.

Commissioner Jim Main I'm looking for a way for people leaving the take 5 to turn S when they exit and not drive in the northbound lane.

Chad Jones, ALC Architecture So are you looking at?

Commissioner Jim Main Well, if you come out of the Take 5. I want to be able to see someone turn South. There's car stacking at the drive through, so the only lane that's open for that is the northbound lane. So you've got cars going South in the northbound lane.

Chad Jones, ALC Architecture I want to pull up the landscape plan if I can. And this might help answer your question. If you can zoom in on that just a little bit. As you as you egress Take 5. It straightens out and creates a visual block.

Commissioner Jim Main Is that in our packet here?

Vice Chairman Bryan Clark Yeah. The landscape plans, we're staring at it.

Commissioner Jim Main Are *ya*'?

Vice Chairman Bryan Clark Yeah, if you want…

Commissioner Jim Main We just need one big screen right here. Okay, go ahead.

Chad Jones, ALC Architecture So that's meant to be there on very purposefully to slow and direct to indicate to the folks coming out of Take 5, you need to take a left rather than going straight.

Vice Chairman Bryan Clark Okay, honestly. I mean looking at the site, it's it, it is crammed in there and it is a good use of space I guess. I think we could request just some clear signage. Left turn only coming out of the take 5 and then maybe a friendly be nice to your friends coming out to take 5 sign on the northbound lane, I mean… Because, I mean, the fact is we're not looking at high flow volume as stated coming out of the take 5, we're more concerned about the high flow at least initially going into Mo' Bettahs and the stacking there, that's always going to be a condition with drive through and that's going to change with time too. So, I guess...

Commissioner Jim Main Where's the? Is there a kiosk out here where the drive through people order the food? And if so, where is that located?

Chad Jones, ALC Architecture You know, I'm not familiar personally with Mo' Bettah's I've never eaten there.

Vice Chairman Bryan Clark So they do a buffet style…

Chad Jones, ALC Architecture Yeah, that's a buffet. So there is a kiosk and I don't know if that's just to drive up to the window, I would imagine it's going to be right there at the northeast corner, thereabouts. Where they order. I'm not. Hold on. See if I can pull it up on…

Vice Chairman Bryan Clark Sorry, we're hanging on this one.

Chad Jones, ALC Architecture That's Okay, that's fine.

Planning & Zoning Director Doug Hanson For the record, Doug Hanson, Planning & Zoning Director. Menu board signage traditionally is something that would be reviewed at a staff level at the time of the sign review application.

Vice Chairman Bryan Clark Okay, I think at this point we're more concerned about the location. Yeah.

Commissioner Jim Main Well, I think that where you come, where you come out of the Take 5, there needs to be a left turn, to where you can go South on that roadway. So I don't think that we can have stacking of cars in the drive through line in the southbound lane.

Chad Jones, ALC Architecture It's a well, that's a 2 lane. That's a that's a 2 lane drive. One is for Mo' Bettahs and one is for an exit for Take 5. I guess I'm not understanding.

Commissioner Bobby Rosadillo I think the confusion is just coming in because the arrows on…you know it makes it looks like it makes more sense on the landscape plan. You know how I would see people using it.

Commissioner Jim Main I mean, if you're coming out here, where do you go?

Commissioner Bobby Rosadillo Yeah.

Vice Chairman Bryan Clark Right.

Commissioner Jim Main You're not going into the northbound lane, you're going into this lane, which is now the stacking line.

Commissioner Bobby Rosadillo Right.

Vice Chairman Bryan Clark Yeah.

Commissioner Bobby Rosadillo How about if you just took the exit from the oil change place and followed the ditch line and took it right out and put a second lane in to the north of the drive through line? Let me just brought this right through here. If you could squeeze that out a little bit and put a second lane out here.

Vice Chairman Bryan Clark *Scroll down*. Let's look at the bottom here. What's your required landscape buffer to the South? I don't want to even talk about eating into it, but entertain me. Or entertain the idea.

Planning & Zoning Director Doug Hanson For the record, Doug Hanson, Kuna Planning & Zoning Director. There's no landscape percentage requirement for commercial businesses. It's just we require a landscape island per certain number of parking spaces.

Vice Chairman Bryan Clark Okay.

Commissioner Bobby Rosadillo You think it's moving it down? Just open up that.

Vice Chairman Bryan Clark Yeah. And I mean, I was even almost thinking about narrowing that drive lane, but there is a required minimum for backing out, so. I'm just wondering if there's an opportunity to swap some space from the removing a portion of that southbound lane and having to take 5 traffic go out to the north. Parallel to the stacking. I don't know if I like that either, but… We're playing amateur planner here.

Chad Jones, ALC Architecture That's okay. In looking at it, if you don't mind me piping up and just kind of playing along. and I'll play devil's advocate a little bit here also. Because I know where you're going. Yeah. So when you do that now we've got the corner of that building kind of creating a squeeze point. Where those cars come around and not everybody drives nicely in these things and they, you know, tend to swing out a little bit further and they need to swing out So that's my worry is we could certainly provide potentially two 12 foot lanes but getting people to abide by that.

Vice Chairman Bryan Clark You'd end up having to put money eaters in.

Chad Jones, ALC Architecture That's my worry is now over. You're creating more of a problem by suggesting that they use that lane rather than maybe instead of going to 90°. Maybe directing the curb South on that egress? Telling those folks coming out of take 5, this is the way you need to go with the sign. You know what I'm saying? You see it a lot. You see it a lot of times in some of these commercial developments where they'll have, you know, a split island. I'm using that as kind of a reference point where they curve the curbs to kind of direct traffic flow and maybe that's what it is, is maybe that hint on that corner saying go left with a sign rather than. Allowing them the free will of going straight and hitting somebody.

Vice Chairman Bryan Clark I just had a terrible idea. Just put a mini roundabout right here to the roundabout if they want to go to.

Planning & Zoning Director Doug Hanson As we keep going round and round, I think maybe what would be beneficial as we just continue this application and subsequently continue the next application is there that site plans are integral to the functioning of one another and allow the architect to come up with possibly just a few options for you to review and decide upon that in the next Planning & Zoning Commission meeting.

Commissioner Jim Main Can threw out one thing first?

Vice Chairman Bryan Clark Sure.

Commissioner Jim Main So, where you exit the oil change place. Why don't we continue the northbound lane straight, which would be the drive through? Okay. And we come out and we make the southbound turn left and we actually. We actually put a curb in the sidewalk up here. Where all the northbound traffic comes here, the drive through goes through here. These come out here and go down.

Vice Chairman Bryan Clark Well, that's where they're intended to go.

Commissioner Jim Main You guys were intended, but.

Vice Chairman Bryan Clark I guess I'm not following either.

Commissioner Bobby Rosadillo Okay, so instead of curving this egress here, making a curve here and forcing these.

Vice Chairman Bryan Clark Oh, force those people out creating additional landscape?

Commissioner Jim Main Out here, the drive through comes up here and continues over.

Vice Chairman Bryan Clark Oh, so force the walk this way. Yeah, pinch it. Pinch it to me. Okay. That's interesting. Okay, if you wouldn't mind talking, I think I think we'll push for the continuation.

Planning & Zoning Director Doug Hanson For the record, Doug Hanson, Planning & Zoning Director, one other option the applicant has offered would just simply be shifting the Mo' Bettas building down with the reduction of that landscape buffer on the southern edge. Allowing adequate space for there to be another travel lane coming out of the exit so you could have the drive through queue and people exiting take 5 to be able to go out of the site to that primary drive aisle to the West.

Vice Chairman Bryan Clark Yeah, it's kind of we're that's like thinking.

Planning & Zoning Director Doug Hanson And if you were, if you want to see that again, that's always an option or you can condition that and we will make sure an updated site plan is brought back to you as a supplement to the decision before it's signed.

Commissioner Bobby Rosadillo Do you feel that you have enough space if that..?

Chad Jones, ALC Architecture I think so, you know, look, looking at what we have here, you know we have existing utilities, but utilities can go under parking lots and they do it all the time. I'm not concerned about that. I'm not concerned about where that trash enclosure sits. I think moving down an additional probably 5-6 feet, maybe aligning the curb on that parking as it comes in with the with the queuing lane of take 5 adjacent that far giving them the allowed space for that additional lane. Coming straight out, I think that would be good and I think that would work.

Vice Chairman Bryan Clark As an alternative, So what? So going to the north, what's along the north is that another access driveway north of it or is that? Oh, I'm sorry. Oh, that's the Kuna canal.

Chad Jones, ALC Architecture To the north of Kuna Canal, there's a bridge. There's another access off of what is that Meridian Rd.

Vice Chairman Bryan Clark Okay, I liked… so as an alternative, Commissioner Main's thought process is kind of interesting. The thought would be to just play with the curb. I'd love to draw it. Follow me if you will. I apologize…

Planning & Zoning Director Doug Hanson Chairman, for the record, Doug Hanson planning is under. We're going to have to continue this. This isn't we can't be manipulating things that were submitted into the record that we won't have record of to take forward. So, we can take this direction that we've received tonight and incorporate it into the site plan and bring something back before you at the next meeting.

Planning & Zoning Director Doug Hanson Yeah, we can discuss it, but.

Vice Chairman Bryan Clark The thought process, just push this curve up that way making it clear that the breakthrough is to remain on that outside edge and then allowing for that free traffic itself? Sure, because I like the site as is and adding that additional driveway to the north kind of bothers me.

Chad Jones, ALC Architecture Sure, absolutely. And if you want to make that as a condition that we do that we're out, I'm absolutely fine with that. I think that will work. Having done this for nearly 30 years, I think that would actually work better than the lane going through.

Vice Chairman Bryan Clark Can we condition that as is? Okay.

Planning & Zoning Director Doug Hanson Yes.

Vice Chairman Bryan Clark Okay. And do we want to do we need to see that site plan again or can you guys just verify that on..?

Planning & Zoning Director Doug Hanson For the record, Doug Hanson, Planning & Zoning Director. We will make sure that we have the updated site plan and it's a supplement to the decision. So, you're seeing it when you approve the consent agenda, that it's a part of the packet.

Vice Chairman Bryan Clark All right, sorry we got there. OK and. We'll still need to do the separate hearing real quick for the for the 25-13, Okay.

Planning & Zoning Director Doug Hanson Correct.

Vice Chairman Bryan Clark So, I'll stand for a motion on this one.

Commissioner Bobby Rosadillo Jim, you want to take this one?

Commissioner Jim Main Go ahead.

Commissioner Bobby Rosadillo So I'll make a motion that we approve case #25-12-DR with conditions as listed in the staff report as well as the conditions mentioned by Commissioners regarding the exit of the Mo' Bettah's drive through traffic as well as the exit of the Take 5 traffic into the common lanes. Does that makes sense?

Vice Chairman Bryan Clark I think so.

Commissioner Jim Main Close enough. I'll second that.

Vice Chairman Bryan Clark All in favor?

All Commissioners Aye.

(Timestamp 01:51:45)
Motion To: Recommend Approval Of Case #25-12-DR With Conditions As Outlined In The Staff Report And Additional Conditions Imposed By The Planning & Zoning Commission
Motion By: Commissioner Bobby Rosadillo
Motion Seconded By: Commissioner Jim Main
Further Discussion: None
Voting Aye: Commissioners Rosadillo, Main, Clark
Voting Nay: None
Absent: Commissioner Greger, Hennis
3-0-2

D. Case No. 25-13-DR (Design Review) for Take 5 – Marina Lundy, Planner

The applicant requests Design Review approval for a new Take 5 oil change facility (minor auto repair), which is approx. 1,517 square feet and located at 1460 E Deer Flat Road (APN R6949010100).

Potential Motions:

- *Motion to approve/deny Case No. 25-13-DR with Conditions as outlined in the staff report (and additional Conditions imposed by Commission, if applicable).*

(Timestamp 01:52:23)

Vice Chairman Bryan Clark All right, last up, we have case #25-13-DR for Take 5, Marina.

Planner Marina Lundy Good evening, Members of the Commission. For the record, Marina Lundy, Planner, Kuna Development Services Department. The application before you this evening, request design review approval for an approximately 1517 square foot Take 5 oil change facility. The project is planned for Lot 10, Block 1 of the Paul Bunyan Plaza subdivision located at 1460 E Deer Flat Rd. Staff has reviewed the application for compliance with Kuna City Code and the Kuna Comprehensive Plan, and should the Commission approve the application, staff recommends the applicant be subject to the proposed recommended conditions as outlined in the staff report. I'll be here. For any questions.

Vice Chairman Bryan Clark All right. I don't know that we need to push any harder on this one. So, I think I'll do we have anything from an elevation and architectural standpoint that we need to discuss?

Commissioner Bobby Rosadillo I don't think something with the…

Commissioner Jim Main Yeah, and it fits the architecture of the local or else our friends at planning would not put in front of us.

Commissioner Jim Main Yeah, I don't have a problem with the elevations of the project.

Vice Chairman Bryan Clark So I'll stand for a motion with the same additional conditions.

Commissioner Bobby Rosadillo So I guess this is…all right.

Commissioner Jim Main Yeah, it's all yours.

Commissioner Bobby Rosadillo I'll make a motion to approve case #25-13-DR with conditions as outlined in the staff report as well as the conditions mentioned by Commissioners with the exit lanes from Take 5 and the exits coming from the Mo' Bettas Drive through lanes.

Commissioner Jim Main Second.

Vice Chairman Bryan Clark All in favor?

All Commissioners Aye.

Vice Chairman Bryan Clark All right. Thank you. Appreciate it. Thank you for your patience. Thank you staff for your patience.

Commissioner Jim Main Thanks for your patience, Mr. Chairman.

(Timestamp 01:53:45)
Motion To: Approve Case #25-13-DR With Conditions As Outlined In The Staff Report And Additional Conditions Imposed By The Planning & Zoning Commission
Motion By: Commissioner Bobby Rosadillo
Motion Seconded By: Commissioner Jim Main
Further Discussion: None
Voting Aye: Commissioners Rosadillo, Main, Clark
Voting Nay: None
Absent: Commissioner Greger, Hennis
3-0-2

5. UPDATES & REPORTS:

6. ADJOURNMENT:

(Timestamp 01:54:22)

Vice Chairman Bryan Clark I'll stand for a motion to adjourn.

Commissioner Bobby Rosadillo Yeah, I'll make a motion to adjourn.

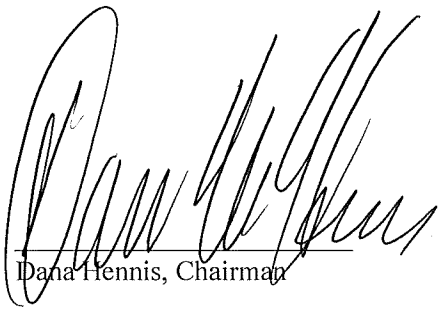
Commissioner Jim Main I'll second.

Vice Chairman Bryan Clark Second.

Vice Chairman Bryan Clark All in favor?

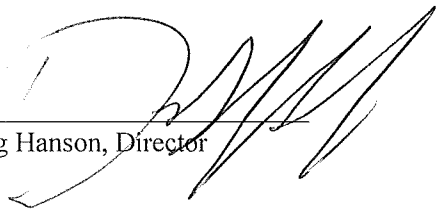
All Commissioners Aye.

(Timestamp 01:54:23)
Motion To: Adjourn
Motion By: Commissioner Bobby Rosadillo
Motion Seconded By: Commissioner Jim Main
Further Discussion: None
Voting Aye: Commissioners Rosadillo, Main, Clark
Voting Nay: None
Absent: Commissioner Greger, Hennis
3-0-2



Dana Hennis, Chairman

ATTEST:



Doug Hanson, Director

Minutes prepared by Garrett Michaelson, Deputy City Clerk.

CITY OF KUNA

751 W 4th Street • Kuna, ID 83634

(208) 922-5546 • www.kunacity.id.gov

Planning & Zoning Commission Public Hearing Sign-In Sheet

June 24, 2025

Case No.: 24-07-AN (Annexation)

Case Name: Star Acres No. 3

☐ Testify ☐ NOT Testify	☐ Testify ☐ NOT Testify
Name	Name
Address	Address
City, State, ZIP	City, State, ZIP
☐ Testify ☐ NOT Testify	☐ Testify ☐ NOT Testify
Name	Name
Address	Address
City, State, ZIP	City, State, ZIP
☐ Testify ☐ NOT Testify	☐ Testify ☐ NOT Testify
Name	Name
Address	Address
City, State, ZIP	City, State, ZIP
☐ Testify ☐ NOT Testify	☐ Testify ☐ NOT Testify
Name	Name
Address	Address
City, State, ZIP	City, State, ZIP

☐ Testify ☐ NOT Testify	☐ Testify ☐ NOT Testify
Name	Name
Address	Address
City, State, ZIP	City, State, ZIP
☐ Testify ☐ NOT Testify	☐ Testify ☐ NOT Testify
Name	Name
Address	Address
City, State, ZIP	City, State, ZIP
☐ Testify ☐ NOT Testify	☐ Testify ☐ NOT Testify
Name	Name
Address	Address
City, State, ZIP	City, State, ZIP
☐ Testify ☐ NOT Testify	☐ Testify ☐ NOT Testify
Name	Name
Address	Address
City, State, ZIP	City, State, ZIP
☐ Testify ☐ NOT Testify	☐ Testify ☐ NOT Testify
Name	Name
Address	Address
City, State, Zip	City, State, Zip

CITY OF KUNA

751 W 4th Street • Kuna, ID 83634

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Planning & Zoning Commission Public Hearing Sign-In Sheet

June 24, 2025

Case No.: 22-10-ZC (Rezone), 22-17-S (Preliminary Plat) & 22-34-DR (Design Review)

Case Name: Gallica Heights Subdivision

☒ Testify ☐ NOT Testify	☐ Testify ☐ NOT Testify
Name Elizabeth Koeckeritz	Name Bob Wilson
Address 601 Bannock	Address 718 E TUCKAN
City, State, ZIP Boise 83702	City, State, ZIP KUNA ID 83634
☒ Testify ☐ NOT Testify	☒ Testify ☐ NOT Testify
Name Keith Donahue	Name Bryan Fletcher
Address 1811 W Resseque St	Address 12547 Pelmar St
City, State, ZIP Boise ID 83702	City, State, ZIP Boise ID 83713
☐ Testify ☒ NOT Testify Ken and Tammie Hough against	☐ Testify ☐ NOT Testify
Name 8397 S Old Farm Pl	Name
Address Meridian	Address
City, State, ZIP ID 83642	City, State, ZIP
☒ Testify ☐ NOT Testify	☐ Testify ☐ NOT Testify
Name Jim and Dayna White Grow	Name
Address 7946 S Saddle Bag Way	Address
City, State, ZIP Nampa, ID 83687	City, State, ZIP

☒ Testify ☐ NOT Testify AGAINST	☐ Testify ☐ NOT Testify
Name Ursula "Rose" Sellars on behalf of the Preserve Kuna's Heritage Coalition	Name
Address 8121 S. Old Farm PL	Address
City, State, ZIP Meridian ID 83642	City, State, ZIP
☐ Testify ☒ NOT Testify Against	☐ Testify ☐ NOT Testify
Name Renee STewart	Name
Address 8475 S. Black Cat Rd	Address
City, State, ZIP NAMPA Id 83687	City, State, ZIP
☐ Testify ☒ NOT Testify Against	☐ Testify ☐ NOT Testify
Name Veronica Peterson	Name
Address 1534 W. Heartland Dr. #D100	Address
City, State, ZIP Kuna, Id. 83634	City, State, ZIP
☒ Testify ☐ NOT Testify Dan Van Groww In favor	☐ Testify ☐ NOT Testify
Name	Name
Address 7940 S. Old Farm Lane	Address
City, State, ZIP Meridian I 83642	City, State, ZIP
☐ Testify ☐ NOT Testify	☐ Testify ☐ NOT Testify
Name	Name
Address	Address
City, State, Zip	City, State, Zip

RESOLUTION NO. R71-2025
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY KUNA, IDAHO: AUTHORIZING THE MAYOR TO SIGN THE ADA COUNTY AND CITY OF KUNA INTERGOVERNMENTAL AND JOINT POWERS AGREEMENT CONCERNING CAPITAL IMPROVEMENTS PLAN BETWEEN THE CITY OF KUNA, IDAHO ("KUNA") AND ADA COUNTY ("ADA COUNTY") REGARDING COUNTY SYSTEM IMPROVEMENTS; AND AUTHORIZING THE MAYOR TO EXECUTE THE ADA COUNTY AND CITY OF KUNA INTERGOVERNMENTAL AND JOINT POWERS AGREEMENT; 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 *"Ada County and City of Kuna Intergovernmental and Joint Powers Agreement Concerning Capital Improvements Plan for County System Improvements"* between the City of Kuna, Idaho and Ada County regarding County system improvements; 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 *"Ada County and City of Kuna Intergovernmental and Joint Powers Agreement Concerning Capital Improvements Plan for County System Improvements,"* 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 16th day of September 2025.

APPROVED BY THE MAYOR of Kuna, Idaho this 16th day of September 2025.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Nathan Stanley, City Clerk

AGREEMENT NO. 30810

ADA COUNTY EMERGENCY MEDICAL SERVICES DISTRICT AND CITY OF KUNA INTERGOVERNMENTAL AND JOINT POWERS AGREEMENT CONCERNING CAPITAL IMPROVEMENTS PLAN FOR DISTRICT SYSTEM IMPROVEMENTS

[Idaho Code §§ 67-8204A & 67-2328]

Parties to Agreement:

Ada County Emergency Medical Services District	**District**	Ada County Emergency Medical Services District Attn: Director 370 N. Benjamin Ln. Boise, Idaho 83704
City of Kuna	**City**	City of Kuna Attn: City Clerk 270 S. Orchard Ave. Kuna, Idaho 83634

THIS ADA COUNTY EMERGENCY MEDICAL SERVICES DISTRICT AND CITY OF KUNA INTERGOVERNMENTAL AND JOINT POWERS AGREEMENT CONCERNING CAPITAL IMPROVEMENTS PLAN FOR DISTRICT SYSTEM IMPROVEMENTS ("Agreement") is entered into this date of _____ ("Effective Date") by and between Ada County Emergency Medical Services District ("District") and the City of Kuna ("City") as an intergovernmental agreement as provided for in Idaho Code § 67-8204A. City and District may be collectively referred to herein as the "Parties," and individually as a "Party.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, and for other good and valuable consideration hereby acknowledged by the Parties to this Agreement, the Parties hereby mutually promise, covenant, and agree as follows:

SECTION 1
DEFINITIONS

For all purposes of this Agreement, the following terms have the definitions as herein provided in this Section unless the context of the term clearly requires otherwise:

1.1 Act: Means and refers to the Idaho Development Impact Fee Act, Chapter 82, Title 67, Idaho Code as it may be amended or restated from time to time.

1.2 Advisory Committee: Means and refers to the *Ada County/Ada County Ambulance District Development Impact Fee Advisory Committee*, which shall serve as the development impact fee advisory committee pursuant to Idaho Code § 67-8205(3) to

prepare and recommend the Capital Improvements Plan ("CIP") and any amendments, revisions, or updates of the same.

1.3 **Agreement:** Means and refers to this *Ada County Emergency Medical Services District and City of Kuna Intergovernmental and Joint Powers Agreement Concerning Capital Improvements Plan for District System Improvements*.

1.4 **Board:** Means and refers to the Board of the Ada County Emergency Medical Services District .

1.5 **Capital Improvements Plan and/or CIP:** Means and refers to the *May 24, 2024 EMS Capital Improvement Plan and Development Impact Fee Study*, which was prepared for the District and adopted by the Ada County Board of Commissioners.

1.6 **City:** Means and refers to *City of Kuna, Idaho*, Party to this Agreement.

1.7 **City Council:** Means and refers to the *City Council* of the City of Kuna, Idaho.

1.8 **District:** Means and refers to *Ada County Emergency Medical Services District*, Party to this Agreement.

1.9 **Party/Parties:** Means and refers to the District and/or the City, as the Parties in this Agreement, depending upon the context of the term used in this Agreement.

1.10 **Service Area:** Means and refers to a service area as defined in the Act at Idaho Code § 67-8203(26). Said Service Area shall encompass the entirety of Ada County, including all the incorporated cities.

1.11 **System Improvements:** Means and refers to capital improvements to public facilities designed to provide service to a service area as defined in the Act at Idaho Code § 67-8203(28).

SECTION 2
PURPOSES & AUTHORITY

2.1 The purpose of this Agreement is to provide a structure that will enable, but not require, the City to adopt the CIP. The CIP is intended to promote and accommodate orderly growth and development, protect the public health, safety, and general welfare of residents countywide, and to further the best interests of the Parties.

2.2 Idaho Code § 67-2328 authorizes public agencies in Idaho to exercise jointly any power, privilege, or authority authorized by the Idaho Constitution, statute, or charter. The Parties, each being a public agency, hereby agree to exercise jointly their respective powers, privileges, and authorities in accordance with Title 67, Chapter 82, Idaho Code.

2.3 Idaho Code § 67-8204A provides that the District and City have authority to enter into an intergovernmental agreement for the purpose of developing joint plans for capital improvements.

2.4. The District is responsible for providing emergency medical services on a countywide basis.

2.5. The District is experiencing considerable growth and development, and the District's ability to provide emergency medical services is affected by said development.

2.6 The District has provided the City with the CIP, which was prepared in accordance with the requirements of Idaho Code § 67-8208 in consultation with the Advisory Committee as provided in Idaho Code §§ 67-8205 and 67-8206(2).

2.7 The Ada County Board of Commissioners has adopted the CIP in accordance with Idaho Code §§ 67-8206(3) and 67-8208(1).

2.8 The District has requested that the City adopt the CIP in accordance with the Act, and the City is willing to consider said request. The Parties acknowledge and agree, however, that the City Council cannot and shall not be bound by this Agreement to adopt the CIP.

2.9 That by reason above stated, the Parties have determined it is necessary and desirable to enter into this Agreement.

SECTION 3
ADVISORY COMMITTEE

3.1 **Advisory Committee.** The *Ada County/Ada County Ambulance District Development Impact Fee Advisory Committee* shall serve as the development impact fee advisory committee pursuant to Idaho Code § 67-8205(3) to prepare and recommend the CIP and any amendments, revisions, or updates of the same.

3.1.1 **Administration and Staffing.** The District, in cooperation with Ada County, shall provide for the administration and staffing of the Advisory Committee. Advisory Committee members shall be appointed in accordance with the requirements of Idaho Code § 67-8205.

3.1.2 **Charge.** The Advisory Committee is charged with the responsibilities set forth in Idaho Code § 67-8205(4).

3.1.3 **Written Comments.** The District shall cause the Advisory Committee to file its written comments concerning the CIP with the City within 60 days after both Parties sign this Agreement to provide the City with ample time to consider the CIP prior to the termination of this Agreement.

SECTION 4
SERVICE AREA

4.1 Idaho Code § 67-8203(26) provides that the Parties can identify a geographic area by an intergovernmental agreement in which specific public facilities provide services to development within that geographic area on the basis of sound planning or engineering principles or both.

4.2 The CIP and this Agreement define the Service Area as the entirety of Ada County, including all the incorporated cities.

SECTION 5
COSTS SPECIFIC TO DISTRICT

5.1 The District shall pay the following costs:

5.1.1 All costs associated with the Advisory Committee; and

5.1.2 All District costs associated with drafting this Agreement and any amendment or termination of the same; and

5.1.3 All costs associated with the District's performance of this Agreement; and

5.1.4 All legal costs and fees associated with any action brought by a third party concerning the validity of the CIP or this Agreement.

SECTION 6
CITY COUNCIL ACTION

6.1 After the Advisory Committee files its written comments concerning the CIP with the City in accordance with the Act and Section 3.1.3 of this Agreement, the City shall consider the adoption of the CIP in accordance with the Act.

6.2 If the City adopts the CIP, the City agrees to consider the possibility of adopting a City ordinance concerning the countywide development impact fees delineated in the CIP, but only after (a) the Parties negotiate and agree on a new intergovernmental agreement for that purpose and (b) all the incorporated cities in Ada County have adopted (1) the CIP and (2) the ordinances necessary to implement countywide development impact fees.

6.3 The Parties acknowledge and agree that:

6.3.1 Nothing in this Agreement shall be construed as requiring the City to adopt the CIP; and

6.3.2 Nothing in this Agreement shall be construed as requiring the City to adopt an ordinance implementing countywide development impact fees.

SECTION 7
INDEMNIFICATION

7.1 To the extent permitted by law, District shall defend, indemnify, and hold the City, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgements, costs, expenses arising out of or in connection with any acts or omissions of the District related to the CIP or this Agreement. In the event of such claim, District shall defend such allegations, and District shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses.

SECTION 8
TERM/TERMINATION/AMENDMENT

8.1 **Term.** This Agreement shall terminate on December 31, 2029, unless terminated earlier in accordance with Section 8.2 of this Agreement.

8.2 **Party Termination.** This Agreement may be terminated by either Party upon ninety (90) day notice in writing to the other Party.

8.3 **Amendment.** This Agreement may be amended only by written agreement of the Parties.

SECTION 9
NOTICE AND DELIVERY OF DOCUMENTS

9.1 **Notices.** All notices, requests or demands to a party hereunder shall be in writing and shall be given or served upon the other party by US Mail or email addressed as set forth below.

9.2 **Contact Information.** The contact information for purposes of notice to and/or the delivery of documents to the District is as follows:

Ada County Emergency Medical Services District
Attn: Director
370 N. Benjamin Ln.
Boise, ID 83704

With Copy to:

Ada County Prosecutor's Office
Attn: Chief Civil Deputy
200 W. Front Street, Room 3191
Boise, Idaho 83702
adacountyprosecutor@adacounty.id.gov

9.3 The contact information for purposes of notice to and/or the delivery of documents to the City is as follows:

City of Kuna
Attn: City Clerk
270 S. Orchard Ave.
Kuna, Idaho 83634
nstanley@kunaid.gov

SECTION 10
GENERAL PROVISIONS

10.1 **Third Party Beneficiaries.** Each Party to this Agreement intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or legal entity other than the Parties hereto.

10.2 **Electronic and Non-Electronic Signatures:** The County and City may execute this Agreement using handwritten signatures or electronic signatures, in accordance with Idaho's Uniform Electronic Transactions Act. The Parties acknowledge and agree that both signature methods are equally valid and binding for the purposes of this Agreement.

10.3 **Severability.** Should any term or provision of this Agreement or the application thereof to any person, parties, or circumstances, for any reason be declared illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

10.4 **Choice of Law and Venue.** This Agreement shall be governed and interpreted by the laws of the state of Idaho. Venue shall be Ada County, Idaho.

10.5 **Entire Agreement.** This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by either Party, or agents of either Party, whether oral or written, whether previous to the execution hereof or contemporaneous herewith. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both Parties.

10.6 **Time of the Essence.** Time shall be of the essence for all events and obligations to be performed under this Agreement.

10.7 **Attorneys' Fees.** If either Party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Agreement, the prevailing Party shall be entitled to recover reasonable costs and attorneys' fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

10.8 **Assignment.** No Party may assign this Agreement or any interest therein.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year written above.

Board of Ada County Emergency Medical Services District

By: _____
Rod Beck, Commissioner

By: _____
Ryan Davidson, Commissioner

By: _____
Thomas Dayley, Commissioner

ATTEST:

_____
Trent Tripple, Ada County Clerk

City of Kuna

By: _____
Joe Stear, Mayor

ATTEST:

_____
Nathan Stanley, City Clerk

RESOLUTION NO. R72-2025
CITY OF KUNA, IDAHO

A RESOLUTION OF THE CITY COUNCIL OF THE CITY KUNA, IDAHO: AUTHORIZING THE MAYOR TO SIGN THE ADA COUNTY EMERGENCY MEDICAL SERVICES DISTRICT AND CITY OF KUNA INTERGOVERNMENTAL AND JOINT POWERS AGREEMENT CONCERNING CAPITAL IMPROVEMENTS PLAN BETWEEN THE CITY OF KUNA, IDAHO ("KUNA") AND THE ADA COUNTY EMERGENCY MEDICAL SERVICES DISTRICT ("ADA COUNTY EMS DISTRICT") REGARDING DISTRICT SYSTEM IMPROVEMENTS; AND AUTHORIZING THE MAYOR TO EXECUTE THE ADA COUNTY EMERGENCY MEDICAL SERVICES DISTRICT AND CITY OF KUNA INTERGOVERNMENTAL AND JOINT POWERS AGREEMENT; 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 *"Ada County Emergency Medical Services District and City of Kuna Intergovernmental and Joint Powers Agreement Concerning Capital Improvements Plan for District System Improvements"* between the City of Kuna, Idaho and Ada County Emergency Medical Services District regarding district system improvements; 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 *"Ada County Emergency Medical Services District and City of Kuna Intergovernmental and Joint Powers Agreement Concerning Capital Improvements Plan for District System Improvements,"* 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 16th day of September 2025.

APPROVED BY THE MAYOR of Kuna, Idaho this 16th day of September 2025.

_____
Joe L. Stear, Mayor

ATTEST:

_____
Nathan Stanley, City Clerk

AGREEMENT NO. 30796

ADA COUNTY AND CITY OF KUNA
INTERGOVERNMENTAL AND JOINT POWERS AGREEMENT
CONCERNING CAPITAL IMPROVEMENTS PLANS
FOR COUNTY SYSTEM IMPROVEMENTS

[Idaho Code §§ 67-8204A & 67-2328]

Parties to Agreement:

Ada County	**County**	Ada County Board of Commissioners 200 W. Front Street, Third Floor Boise, Idaho 83702
City of Kuna	**City**	City of Kuna Attn: City Clerk 270 S. Orchard Ave. Kuna, Idaho 83634

THIS ADA COUNTY AND CITY OF KUNA INTERGOVERNMENTAL AND JOINT POWERS AGREEMENT CONCERNING CAPITAL IMPROVEMENTS PLANS FOR COUNTY SYSTEM IMPROVEMENTS ("Agreement") is entered into this date of _____ ("Effective Date") by and between Ada County ("County") and the City of Kuna ("City") as an intergovernmental agreement as provided for in Idaho Code § 67- 8204A. City and County may be collectively referred to herein as the "Parties," and individually as a "Party.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein set forth, and for other good and valuable consideration hereby acknowledged by the Parties to this Agreement, the Parties hereby mutually promise, covenant, and agree as follows:

SECTION 1
DEFINITIONS

For all purposes of this Agreement, the following terms have the definitions as herein provided in this Section unless the context of the term clearly requires otherwise:

1.1 Act: Means and refers to the Idaho Development Impact Fee Act, Chapter 82, Title 67, Idaho Code as it may be amended or restated from time to time.

1.2 Advisory Committee: Means and refers to the *Ada County/Ada County Ambulance District Development Impact Fee Advisory Committee*, which shall serve as the development impact fee advisory committee pursuant to Idaho Code § 67-8205(3) to prepare and recommend the Capital Improvements Plans ("CIPs") and any amendments, revisions, or updates of the same.

1.3 **Agreement:** Means and refers to this *Ada County and City of Kuna Intergovernmental and Joint Powers Agreement Concerning Capital Improvements Plans for County System Improvements*.

1.4 **Capital Improvements Plans and/or CIPs:** Means and refers to, collectively, the *May 24, 2024 Jail Capital Improvement Plan and Development Impact Fee Study* and the *May 24, 2024 Coroner Capital Improvement Plan and Development Impact Fee Study*, all of which were prepared for and adopted by the County.

1.5 **City:** Means and refers to *City of Kuna, Idaho*, Party to this Agreement.

1.6 **City Council:** Means and refers to the *City Council* of the City of Kuna, Idaho.

1.7 **County:** Means and refers to *Ada County, Idaho*, Party to this Agreement.

1.8 **Party/Parties:** Means and refers to the County and/or the City, as the Parties in this Agreement, depending upon the context of the term used in this Agreement.

1.9 **Service Area:** Means and refers to a service area as defined in the Act at Idaho Code § 67-8203(26). Said Service Area shall encompass the entirety of Ada County, including all the incorporated cities.

1.10 **System Improvements:** Means and refers to capital improvements to public facilities designed to provide service to a service area as defined in the Act at Idaho Code § 67-8203(28).

SECTION 2
PURPOSES & AUTHORITY

2.1 The purpose of this Agreement is to provide a structure that will enable, but not require, the City to adopt the CIPs. The CIPs are intended to promote and accommodate orderly growth and development, protect the public health, safety, and general welfare of residents countywide, and to further the best interests of the Parties.

2.2 Idaho Code § 67-2328 authorizes public agencies in Idaho to exercise jointly any power, privilege, or authority authorized by the Idaho Constitution, statute, or charter. The Parties, each being a public agency, hereby agree to exercise jointly their respective powers, privileges, and authorities in accordance with Title 67, Chapter 82, Idaho Code.

2.3 Idaho Code § 67-8204A provides that the County and City have authority to enter into an intergovernmental agreement for the purpose of developing joint plans for capital improvements.

2.4. The County is responsible for providing coroner- and jail-related services on a countywide basis.

2.5. The County is experiencing considerable growth and development, and the County's ability to provide coroner- and jail-related services are affected by said development.

2.6 The County has provided the City with the CIPs, which were prepared in accordance with the requirements of Idaho Code § 67-8208 in consultation with the Advisory Committee as provided in Idaho Code §§ 67-8205 and 67-8206(2).

2.7 The Ada County Board of Commissioners has adopted the CIPs in accordance with Idaho Code §§ 67-8206(3) and 67-8208(1).

2.8 The County has requested that the City adopt the CIPs in accordance with the Act, and the City is willing to consider said request. The Parties acknowledge and agree, however, that the City Council cannot and shall not be bound by this Agreement to adopt the CIPs.

2.9 That by reason above stated, the Parties have determined it is necessary and desirable to enter into this Agreement.

SECTION 3
ADVISORY COMMITTEE

3.1 **Advisory Committee.** The *Ada County/Ada County Ambulance District Development Impact Fee Advisory Committee* shall serve as the development impact fee advisory committee pursuant to Idaho Code § 67-8205(3) to prepare and recommend the CIPs and any amendments, revisions, or updates of the same.

3.1.1 **Administration and Staffing.** The County shall provide for the administration and staffing of the Advisory Committee. Advisory Committee members shall be appointed in accordance with the requirements of Idaho Code § 67-8205.

3.1.2 **Charge.** The Advisory Committee shall serve as an advisory committee to the Ada County Board of Commissioners and City Council and is charged with the responsibilities set forth in Idaho Code § 67-8205(4).

3.1.3 **Written Comments.** The County shall cause the Advisory Committee to file its written comments concerning the CIPs with the City within 60 days after both Parties sign this Agreement to provide the City with ample time to consider the CIPs prior to the termination of this Agreement.

SECTION 4
SERVICE AREA

4.1 Idaho Code § 67-8203(26) provides that the Parties can identify a geographic area by an intergovernmental agreement in which specific public facilities provide services to development within that geographic area on the basis of sound planning or engineering principles or both.

4.2 The CIPs and this Agreement define the Service Area as the entirety of Ada County, including all the incorporated cities.

SECTION 5
COSTS SPECIFIC TO COUNTY

5.1 The County shall pay the following costs:

5.1.1 All costs associated with the Advisory Committee; and

5.1.2 All County costs associated with drafting this Agreement and any amendment or termination of the same; and

5.1.3 All costs associated with the County's performance of this Agreement; and

5.1.4 All legal costs and fees associated with any action brought by a third party concerning the validity of the CIPs or this Agreement.

SECTION 6
CITY COUNCIL ACTION

6.1 After the Advisory Committee files its written comments concerning the CIPs with the City in accordance with the Act and Section 3.1.3 of this Agreement, the City shall consider the adoption of the CIPs in accordance with the Act.

6.2 If the City adopts the CIPs, the City agrees to consider the possibility of adopting a City ordinance concerning the countywide development impact fees delineated in the CIPs, but only after (a) the Parties negotiate and agree on a new intergovernmental agreement for that purpose and (b) all the incorporated cities in Ada County have adopted (1) the CIPs and (2) the ordinances necessary to implement countywide development impact fees.

6.3 The Parties acknowledge and agree that:

6.3.1 Nothing in this Agreement shall be construed as requiring the City to adopt the CIPs; and

6.3.2 Nothing in this Agreement shall be construed as requiring the City to adopt an ordinance implementing countywide development impact fees.

SECTION 7
INDEMNIFICATION

7.1 To the extent permitted by law, County shall defend, indemnify, and hold the City, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgements, costs, expenses arising out of or in connection with any acts or omissions of the County related to the CIPs or this Agreement. In the event of such claim, County shall defend such allegations,

and County shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses.

SECTION 8
TERM/TERMINATION/AMENDMENT

8.1 **Term.** This Agreement shall terminate on December 31, 2029, unless terminated earlier in accordance with Section 8.2 of this Agreement.

8.2 **Party Termination.** This Agreement may be terminated by either Party upon ninety (90) day notice in writing to the other Party.

8.3 **Amendment.** This Agreement may be amended only by written agreement of the Parties.

SECTION 9
NOTICE AND DELIVERY OF DOCUMENTS

9.1 **Notices.** All notices, requests or demands to a party hereunder shall be in writing and shall be given or served upon the other party by US Mail or email addressed as set forth below.

9.2 **Contact Information.** The contact information for purposes of notice to and/or the delivery of documents to the County is as follows:

Ada County Development Services
Attn: Director
200 W. Front Street
Boise, ID 83702
dswebportalcontactus@adacounty.id.gov

With Copy to:

Ada County Prosecutor's Office
Attn: Chief Civil Deputy
200 W. Front Street, Room 3191
Boise, Idaho 83702
adacountyprosecutor@adacounty.id.gov

9.3 The contact information for purposes of notice to and/or the delivery of documents to the City is as follows:

City of Kuna
Attn: City Clerk
270 S. Orchard Ave.
Kuna, Idaho 83634
nstanley@kunaid.gov

SECTION 10
GENERAL PROVISIONS

10.1 Third Party Beneficiaries. Each Party to this Agreement intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or legal entity other than the Parties hereto.

10.2 Electronic and Non-Electronic Signatures: The County and City may execute this Agreement using handwritten signatures or electronic signatures, in accordance with Idaho's Uniform Electronic Transactions Act. The Parties acknowledge and agree that both signature methods are equally valid and binding for the purposes of this Agreement.

10.3 Severability. Should any term or provision of this Agreement or the application thereof to any person, parties, or circumstances, for any reason be declared illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

10.4 Choice of Law and Venue. This Agreement shall be governed and interpreted by the laws of the state of Idaho. Venue shall be Ada County, Idaho.

10.5 Entire Agreement. This Agreement constitutes the entire understanding between the Parties. This Agreement supersedes any and all statements, promises, or inducements made by either Party, or agents of either Party, whether oral or written, whether previous to the execution hereof or contemporaneous herewith. The terms of this Agreement may not be enlarged, modified or altered except upon written agreement signed by both Parties.

10.6 Time of the Essence. Time shall be of the essence for all events and obligations to be performed under this Agreement.

10.7 Attorneys' Fees. If either Party brings any action or proceedings to enforce, protect or establish any right or remedy under the terms and conditions of this Agreement, the prevailing Party shall be entitled to recover reasonable costs and attorneys' fees, as determined by a court of competent jurisdiction, in addition to any other relief awarded.

10.8 Assignment. No Party may assign this Agreement or any interest therein.

///*Signatures on following page*\\\

IN WITNESS WHEREOF, the parties have executed this Agreement on the date and year written above.

Board of Ada County Commissioners

By: _____
Rod Beck, Commissioner

By: _____
Ryan Davidson, Commissioner

By: _____
Thomas Dayley, Commissioner

ATTEST:

_____
Trent Tripple, Ada County Clerk

City of Kuna

By: _____
Joe Stear, Mayor

ATTEST:

_____
Nathan Stanley, City Clerk

IN THE DISTRICT COURT OF THE FOURTH JUDICIAL DISTRICT OF THE STATE OF IDAHO, IN AND FOR THE COUNTY OF ADA

IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY, Plaintiff, vs. CITY OF KUNA, IDAHO, Defendant.	Case No. CV01-24-15780 **CONSENT JUDGMENT**

Plaintiff, Idaho Department of Environmental Quality ("Department") and Defendant, City of Kuna ("City") hereby consent to the entry of the following Consent Judgment.

I. JURISDICTION AND VENUE

1. This Court has jurisdiction over the subject matter of this action pursuant to Idaho Code §§ 39-108 and 1-705.
2. This Court has personal jurisdiction over the City Pursuant to Idaho Code §§ 5-514(a) and (c) because, upon information and belief, the City has committed acts and omissions within the State of Idaho out which this cause of action arises, and which violate the laws of the State of Idaho. Additionally, the City owns real property within the State of Idaho, which is related to the subject matter involved in this action.
3. Venue is proper in this Court for this matter pursuant to Idaho Code §§ 39-108 and 5-404 because the violations and the causes of action alleged in the Complaint filed in this matter occurred and the action arose in the county in which this Consent Judgment has been issued.
4. The Complaint states claims upon which relief may be granted against the City.

5. For purposes of this Consent Judgment and the underlying Complaint, the City has waived all objections and defenses that it may have to the filing of the Complaint and the jurisdiction of the Court or to venue in this District and will not challenge the filing of the Complaint, the entry of this Consent Judgment or this Court's jurisdiction and authority to enter and enforce this Consent Judgment.

II. PARTIES BOUND

6. This Consent Judgment will apply and be binding upon the City. Unless otherwise agreed to by the Department, no change in ownership, corporate, or partnership status relating to the Wastewater Treatment Plant (WWTP) or conveyance of title, easement, or other interest, including but not limited to any lease or transfer of assets or real or personal property, will alter the City's obligation to comply with the requirements of this Consent Judgment or to ensure compliance by any successor or assign.
7. The City will notify any prospective purchaser of the terms and conditions of this Consent Judgment and the current status of completion of the requirements of this Consent Judgment.
8. The City will provide notice to the Department of the offer for sale or transfer of the WWTP, and the identity of the purchaser or party to which the property will be transferred prior to closing of any sale or transfer of the property or any portion thereof.

III. BACKGROUND AND FINDINGS

For purposes of entry of this Consent Judgment, the Court finds as follows:

9. The City of Kuna, Idaho, is a person within the meaning of Idaho Code § 39-103(11) and IDAPA 58.01.25.010.61.

10. The City owns and operates a Wastewater Treatment Plant ("WWTP") located on Ten Mile Road between Lake Hazel Road and Columbia Road near Kuna, Idaho, with the outfall located at 43° 32'51", 116° 29' 37". The WWTP is a POTW under IDAPA 58.01.25.010.71.
11. The WWTP discharges effluent containing pollutants into waters of the United States.
12. The discharge of pollutants from the WWTP is regulated by IPDES Permit number ID002835-5 ("Permit"), which mandates, among other things, specific effluent limits, monitoring, reporting, and submittal to the Department of various documents or reports.
13. Monthly Discharge Monitoring Reports ("DMR") submitted by the WWTP to the Department between 2022 and 2024 show violations of the following effluent limits; daily maximum for nitrogen as total ammonia as (N) (mg/L) or (lbs/day); daily maximum for total residual chlorine (TRC); and monthly average TRC; as required by the Permit.
14. The WWTP has discharged the following Sanitary Sewer Overflow (SSO) amounts on the following dates: February 6, 2023, approximately 10,000 gallons; March 20, 2023 – 3,000 gallons; May 12, 2023 – 60 gallons; July 13, 2023 – 10 gallons; July 30, 2023 – 10,000 gallons September 20, 2023 – 150 gallons.
15. The City failed to report a sanitary sewer overflow (SSO) to the 24-hour hotline by September 18, 2022, as required by the Permit.
16. The City failed to submit surface water monitoring samples as required for August and October 2023.
17. The City failed to abide by the following proper operation of facilities as required by the Permit: Maintain its Operation and Maintenance manual (O&M); Maintain secondary containment for chemical storage; Perform adequate quality assurance procedures; Proper use

pH buffers; Improper maintenance of calibration records; Properly format their Quality Assurance Plan (QAP).

18. The City failed to store water samples collected on May 6 and 17, 2022 at the proper holding temperatures, rendering samples invalid during subsequent testing.

19. To resolve the matters, including continuing effluent exceedances as stated in this Consent Judgment without further litigation or controversy, and without admission of any fact or law, the parties agree to the following terms and actions:

THEREFORE, it is ORDERED, ADJUDGED, and DECREED:

IV. COMPLIANCE REQUIREMENTS

20. To resolve the violations alleged in the Complaint and ongoing violations of the effluent limitations established by the Permit, the City shall undertake the following:

    a. Continue to comply with all terms and conditions found in the Permit, except as otherwise expressly provided for in the attached Agreement Schedule and this Consent Judgment.

    b. Achieve compliance with effluent limitations and Permit conditions by completing the tasks by the dates contained in the Agreement Schedule, attached as Exhibit A and incorporated by reference.

    c. Provide written verification to the Department that the tasks and upgrades listed in the Agreement Schedule are completed, and the WWTP is achieving effluent limits for the violations listed in the Complaint filed in this case.

V. PENALTIES

21. Pursuant to Idaho Code §§ 39-108(5) and 39-175E, the City has accrued a civil penalty of $113,600 for past and continuing violations as listed in the Complaint filed in the above-

entitled case. Due to good faith and unique factors as listed in the Complaint and this Consent Judgment, the penalty has been reduced to an adjusted total penalty of $56,800. Of this amount, the City must pay the Department $11,360 for the alleged violations within fifteen (15) calendar days of the effective date of this Judgment. As stated in section XIV, the effective date is the date this Judgement is entered by the Court. The remaining adjusted total penalty amount of $45,440 will be held in abeyance and administered consistent with the Stipulated Penalty provisions specified in this Consent Judgment. Payment will be made to:

Fiscal Office
Idaho Dept. of Environmental Quality
1410 N. Hilton
Boise, ID 83706

a. Stipulated Penalties: In the event that the City fails to comply with any of the requirements appearing in this Consent Judgment and attached Agreement Schedule, the City will be in violation of this Judgment and may be subject to stipulated penalties, in the Department's discretion, up to the remaining adjusted total penalty of $45,440. The City must provide the stipulated penalty payment to the Department within thirty (30) days of receiving written notice from the Department. Stipulated penalty payments will be made to the Department's Fiscal Office as listed above. Payment of the stipulated penalty does not relieve the City of any of its obligations under this Judgment and does not preclude the Department from seeking any other relief available under law and equity.

VI. COST OF SUIT

22. Each Party to this action will bear its own costs and attorney's fees.

23. In the event this Court subsequently determines that the City has violated the terms of this Consent Judgment, the City will be liable to the Department for any costs, attorney's fees, or

other expenses incurred by the Department in any action or proceeding against the City for non-compliance with this Judgment.

VII. EFFECT OF SETTLEMENT

24. Each Party hereto warrants that it is not relying on any warranties, representations, statements, or promises of the other Party concerning any facts, matters, or events which are the subject of this Consent Judgment and the releases herein, except as expressly set forth in this Consent Judgment.
25. In the event any term of this Consent Judgment is held to be invalid or unenforceable by a court, the remaining terms of the Consent Judgment will remain in force.
26. Nothing herein will be construed to bar, alter, or limit the ability of the Department to pursue, and the Department expressly reserves the right to pursue any legal or equitable, judicial, or administrative relief to it to remedy any violation of the terms of this Consent Judgment.
27. This Consent Judgment does not relieve the City from its obligation to comply with any of the provisions of the EPHA, I.C. §§ 39-101, *et. seq.*, the Department's Rules, including the IPDES rules, IDAPA 58.01.25, or other applicable local, State or Federal law. The Department retains all authority and reserves all rights to take any actions authorized by law to protect human health and the environment. This Consent Judgment does not affect the right of the Department or the State of Idaho to pursue appropriate relief for any violations not specifically addressed in this Judgement.
28. Nothing in this Consent Judgment, including the City's actions undertaken pursuant to this Judgment, will be construed as an admission of fact or law except for the purpose of enforcing this Consent Judgment.

VIII. FORCE MAJEURE

29. The City will cause all work or required reporting to be performed within the time limits set forth herein, unless performance is delayed by events which constitute a force majeure. For the purposes of this Consent Judgment, a force majeure is an event arising from circumstances beyond the reasonable control of the City which delays the performance of any obligations required by this Judgment. Increases in costs will not be considered an event of force majeure. The City will notify the Department within three (3) calendar days after any event which the City contends is a force majeure through the Department's E-Permitting System. Such notification will describe the anticipated length of the delay, the cause or causes of the delay, the measures taken or to be taken by the City to minimize the delay, and the timetable by which these measures will be implemented. The City will have the burden of demonstrating that the event is a force majeure. The decision of whether an event is a force majeure will be made by the Department, subject to dispute resolution under this Consent Judgment. Said decision will be immediately communicated by the City in writing. If a delay is attributable to a force majeure, the time-period for performance under this Consent Judgment will be extended, in writing, by the amount of time that is attributable to the event constituting the force majeure.

IX. DISPUTE RESOLUTION

30. The parties agree to attempt, in good faith, to resolve through informal dispute resolution methods any dispute arising under this Consent Judgment. If such informal resolution is not successful within 30 days, either party may seek resolution of the dispute by the Court.

X. NOTICES AND SUBMISSIONS

31. Unless otherwise provided herein, notifications to, or communications with the Department will be deemed submitted on the date they are sent by facsimile, electronic mail, or postmarked and sent by mail service.

32. Unless otherwise directed by the Department, all communication required to be sent to the Department will be addressed to:

> Wastewater Compliance Bureau Chief
> Surface and Wastewater Division
> Idaho Dept. of Environmental Quality
> 1410 N. Hilton
> Boise, ID 83706-1255

33. Unless otherwise directed by the City, all communication required to be sent to the City will be addressed to:

> Joe Stear
> Mayor, City of Kuna
> 751 W. 4th Street
> P.O. Box 13
> Kuna, ID 83634

XI. RETENTION OF JURISDICTION

34. The Court will retain jurisdiction to enforce the terms of this Consent Judgment and to resolve any disputes arising hereunder until the Judgment has been satisfied and the Consent Judgment is terminated in accordance with the provisions of this Judgment.

XII. MODIFICATION

35. Except as specifically provided for herein, there will be no modifications or amendments of this Consent Judgment without written agreement of the Parties to this Consent Judgment and approval by this Court.

XIII. PUBLIC COMMENT

36. This Consent Judgment shall be lodged with the Court for a period of not less than thirty (30) Days for the Department's public notice and comment process in accordance with Idaho Code § 39-108(b)(9) and IDAPA 58.0l.25.500.04.c. After consideration of public comments, the Department reserves the right to withdraw or withhold its consent if the comments regarding the Consent Judgment disclose facts or considerations indicating that this Consent Judgment is inappropriate, improper, or inadequate.

XIV. EFFECTIVE DATE

37. The effective date of this Consent Judgment is on the date it entered by the Court.

XV. TERMINATION AND DISMISSAL

38. The parties, through their counsel, agree that upon completion of the actions required by this Consent Judgment, they will file a stipulated motion requesting that the Court terminate this Consent Judgment and dismiss the Complaint with prejudice, consistent with the terms set forth in the stipulation.

XVI. SIGNATORIES AND SERVICE

39. Each undersigned representative of the Parties certifies that he or she is fully authorized to enter into the terms and conditions of this Consent Judgment and to execute and legally bind such Party to this Consent Judgment.
40. The Parties consent to the entry of this Consent Judgment without further notice.
41. The Parties further agree not to oppose entry of this Consent Judgment by this Court or to challenge any provision of this Judgment.
42. The City need not file an answer or other responsive pleading to the Complaint in this action unless or until the Court expressly declines to enter this Consent Judgement, in which case the

City's responsive pleading to the Complaint would be due in the timeframe set forth in the Idaho Rules of Civil Procedure or in an order of this Court.

THE UNDERSIGNED PARTIES enter into this Consent Judgment in Ada County case number CV01-24-15780:

FOR THE STATE OF IDAHO:

_____
JESS BYRNE
Director, Idaho Department of Environmental Quality
Date: _____

Reviewed and approved as to form:

_____
BRENT KING
Deputy Attorney General, Idaho Attorney General's Office
Counsel for the State
Date: _____

FOR THE CITY:

_____
JOE STEAR
Mayor, City of Kuna
Date: _____

Reviewed and approved as to form:

WHITE, PETERSON, GIGRAY & NICHOLS, P.A

_____
MARC J. BYBEE
Counsel for the City
Date: _____

SO ORDERED THIS _____

_____
District Judge

EXHIBIT A

IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY

IN THE MATTER OF **AGREEMENT SCHEDULE**

Joe Stear, Mayor)
City of Kuna)
P.O. Box 13)
Kuna, ID 83634)
)

The City must complete the following activities and submit any required documentation to the Department of Environmental Quality (Department) through the IPDES E-Permitting System:

1. By May 20, 2026, submit to the Department an Emergency Response Plan (ERP) detailing employee actions for workplace emergencies, including a procedure for sanitary sewer overflow response. The ERP must include the following:

    a. A detailed explanation of how the City is notified of collection system overflows and any unexpected bypass or upset that may exceed effluent limits.

    b. Protocols for promptly dispatching properly trained personnel to investigate and resolve any reported overflow, bypass, or upset.

    c. A description of Permit non-compliance notification procedures including, but not limited to, immediate notification to the Department of any noncompliance that may endanger public health or the environment, 24-hour reporting notifications to public health district and other officials, and 5-day written report notifications.

    d. Protocols for ensuring personnel understand and are appropriately trained to follow the ERP.

2. By May 20, 2026, submit to the Department an updated alarm response procedure along with a description of the City's supervisory control and data acquisition (SCADA) and alarm system. The alarm response procedure may be included as part of the ERP and, at a minimum, must:

    a. Outline alarm management in the SCADA system, detailing responsible personnel, escalation protocols in the case responsible staff are not available, and the chain of command.

    b. Specify conditions (e.g., pump failure, overflow) that trigger alarms and the parameters that must be exceeded to activate alarms.

c. Describe how alarms are communicated (e.g., SCADA, text, landline) and include backup systems for redundancy.

d. Contain protocols for inspecting and updating the alarm system.

e. Identify staff that receive alarms (24-hour staff, on-call personnel), including their contact information.

f. Identify how personnel respond to alarms, assess severity, and take corrective actions at each monitored location (e.g., backup system activation, site inspection).

g. Support quick decision-making, identify response time targets, and contain protocols for addressing response delays.

h. Contain protocols for documenting alarm events and responses.

3. By July 20, 2026, submit to the Department a schedule for the maintenance, inspection, repair, and upgrade of the collection system, along with a notification that implementation of the schedule has begun. At a minimum, the schedule must:

   a. Consider the findings and recommendations for each lift station identified in the City's Wastewater Master Plan (2024) and prioritize their implementation within the schedule and in accordance with assessed needs.

   b. Include the maintenance recommendations identified in the City's Wastewater Master Plan (2024), Appendix C, Section 3.2.

   c. Establish a recurring timeline to fully flush or clean the entire collection system, with increased frequency in areas known to have inadequate slope, undersized piping, or problems handing flows.

   d. Include air and vacuum valve inspections and repairs.

   e. Include any other regular inspection and maintenance necessary for proper collection system operation.

4. By September 20, 2026, submit to the Department a manhole rehabilitation program that includes inspection protocols, a repair schedule, a budget, and notification that the implementation of the program has begun.

5. By May 20, 2027, submit to the Department the City's updated Operation and Maintenance (O&M) manual, which must include all plans and schedules identified in paragraphs 1 – 4.

6. Beginning July 20, 2025, submit semi-annual progress reports to the Department on or before the 20th of each January and July until steps 1 – 5 are complete and this Consent Judgement is satisfied. At a minimum, each semi-annual progress report must include:

    a) A summary of all significant activities performed to accomplish each Consent Judgement requirement 1 – 5.

    b) A detailed description of any issues encountered, including the actions taken to return to and maintain compliance with the Permit.

    c) An account of any missed deadlines and associated corrective actions that have been or will be undertaken to maintain the timeline of this Consent Judgement.

    d) A summary of future actions and a description of the milestones that will be targeted for the next semi-annual report.

AGREEMENT SCHEDULE TIMELINE

Paragraph	Requirement	Deadline
(1)	Submit an ERP to the Department	May 20, 2026
(2)	Submit an updated alarm response procedure and description of the SCADA and alarm system	May 20, 2026
(3)	Submit a schedule for collection system maintenance, inspection, repair, and upgrades and a notification of schedule implementation	July 20, 2026
(4)	Submit a manhole rehabilitation program and a notification of implementation	September 20, 2026
(5)	Submit an updated O&M manual, including plans and schedules from paragraphs 1 – 4	May 20, 2027
(6)	Submit semi-annual progress reports to the Department	Every 20th of January and July

ORDINANCE 2025-31
CITY OF KUNA, IDAHO

"AN ORDINANCE IN ACCORDANCE WITH IDAHO CODE 50-328, 50-329 AND 50-329A GRANTING A FRANCHISE TO IDAHO POWER COMPANY, A CORPORATION, AND TO ITS SUCCESSORS AND ASSIGNS, TO CONSTRUCT, MAINTAIN AND OPERATE IN AND UPON THE PRESENT AND FUTURE STREETS, HIGHWAYS AND OTHER PUBLIC PLACES WITHIN THE CORPORATE LIMITS OF THE CITY OF KUNA, IDAHO, ELECTRIC UTILITY PROPERTY AND FACILITIES FOR SUPPLYING ELECTRICITY AND ELECTRIC SERVICE TO THE CITY, THE INHABITANTS THEREOF, AND OTHERS FOR A TERM OF 10 YEARS, INCLUDING THE NONEXCLUSIVE RIGHT TO PHYSICALLY LOCATE AND MAINTAIN TELEPHONE, CABLE, FIBER OPTICS OR OTHER COMMUNICATIONS FACILITIES; SETTING FORTH AN AGREEMENT NOT TO COMPETE, RESERVING POWER OF EMINENT DOMAIN; PROVIDING FOR THE PAYMENT OF FRANCHISE FEES; AND SPECIFYING OTHER LIMITATIONS, TERMS AND CONDITIONS GOVERNING THE EXERCISE OF SAID FRANCHISE."

BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, IDAHO THAT;

SECTION 1. The City of Kuna, Idaho (hereinafter called the "City") hereby grants to IDAHO POWER COMPANY, a corporation, and to its successors and assigns (hereinafter called the "Grantee") the right (subject to the rights of the City set forth in Section 14 hereof), privilege and franchise for a period of ten (10) years from and after November 1, 2025 (the effective date of this ordinance), however, with the right to amend by mutual agreement in accordance with Section 15, to construct, maintain and operate in and upon the present and future streets, alleys, highways and other public places within the corporate limits of the City, electric utility property and facilities for supplying electricity to the City, and the inhabitants thereof, and to persons and corporations beyond the limits of the City, including the nonexclusive right to physically locate and maintain telephone, cable, fiber optics or other communications facilities of the Grantee or other parties, (provided, that Grantee shall comply with the City's requirements for cable system franchises) all subject to the terms and conditions hereinafter specified. In the case of annexation of property to the corporate limit, such area will be considered under this agreement, upon effective date of the annexation, subject to Section 9 hereof. All such electric utility property and facilities now maintained by the Grantee within the streets, alleys, highways and other public places within the corporate limits of the City shall be deemed covered by this ordinance as provided herein.

SECTION 2. All of the Grantee's electric property and facilities in and upon the present and future streets, alleys, highways and public places within the corporate limits of the City shall be constructed and at all times maintained in good order and condition and in accordance with standard engineering practices and all applicable safety codes and lawful governmental regulations, including all applicable state and federal regulations and all construction standards

presently in effect by the Idaho Public Utilities Commission or adopted by that Commission during the term of this franchise agreement.

SECTION 3. Upon request of the City, the Grantee shall relocate its facilities as necessary within the present and future streets, alleys, highways and other public places owned by the City. The City shall have no responsibility for the costs of such relocations. The Grantee shall bear the cost of relocating its facilities at the City's request, unless the facilities are to be relocated for the benefit of a third party, in which case the third party shall pay the costs of relocation. In the event federal, state or other funds are available in whole or in part for utility relocating purposes, the City shall apply for such funds and the Grantee will be reimbursed to the extent any such funds are actually obtained.

SECTION 4. It shall be lawful for the Grantee to make all needful or convenient excavations and/or installations in any of the present and future streets, alleys, highways and other public places within the corporate limits of the City for the purpose of erecting and maintaining the posts, poles, towers, or other supports for its wires or for the purpose of laying, maintaining and operating conduits, vaults and wires and other conductors underground for the purpose aforesaid, or to repair and improve such electric power and light system and to extend the same; provided that when the Grantee or any person or corporation under the authority of this franchise, shall disturb any of said streets, alleys, highways or other public places for the purposes aforesaid, he, it or they shall restore the same to good order and condition as soon as practicable and without unnecessary delay and failing to do so after five days' notice from the City, or its duly authorized officer or officers, then the City may place said street, alley, highway or public place in such condition at the cost and expense of the Grantee, and said Grantee will forthwith pay the full cost and expense thereof upon demand of the City. All facilities constructed under this ordinance shall be placed and maintained at such places and positions in or upon such public ways and public places as shall not interfere with the passage of traffic and shall conform to all applicable laws, rules and regulations.

SECTION 5. If the City wishes to attach City communications facilities to Grantee's poles and related facilities, the parties will enter into the standard Idaho Power Facilities Attachment Agreement, which sets forth the terms and conditions for third-party attachments to Grantee's poles and related facilities, including without limitation facility attachment fees, safety and clearance requirements, and make-ready obligations.

SECTION 6. The Grantee shall at all times indemnify and hold the City, its officers, employees and agents, harmless from any and all expenses or liability arising from, and against or by reason of any negligent act or omission of the Grantee, its representatives or employees, in the construction, operation or maintenance of any of the Grantee's electric utility property or facilities.

SECTION 7. Upon acceptance of this franchise by Grantee and before Grantee shall have any rights hereunder, Grantee shall file with the City Clerk a Certificate of Insurance evidencing General Liability Insurance which covers claims for Bodily Injury, Property Damage and Personal Injury. Such insurance shall have minimum limits of $1,000,000 per occurrence.

The City of Kuna shall be named as an "Additional Named Insured" under Grantee's insurance policy. Should the minimum limits of insurance as set forth herein be increased above $1,000,000, pursuant to the Idaho Tort Claims Act (Idaho Code Section 6-901 et. seq.) or any similar legislation, the Grantee shall be required to provide the City with a new Certificate of Insurance evidencing the higher limits upon the City's request.

SECTION 8. The electric service to be furnished to the public hereunder, and all rates and charges therefore, and all regulation of the Grantee hereunder, shall at all times be subject to all rules, regulations and orders that may be lawfully prescribed by the Idaho Public Utilities Commission or by any other governmental authority now or hereafter having jurisdiction over such matters. During the term of this franchise, Grantee shall at all times assure that customers within the City have access to customer service from the Grantee as required by the Idaho Public Utilities Commission.

SECTION 9. Upon the effective date of this agreement and continuing through June 30, 2026, as compensation for the right, privilege and franchise hereby granted, Grantee agrees to pay to the City an amount equivalent to zero percent (0%) of Grantee's "gross revenues" for the preceding calendar quarter. For the calendar quarter beginning July 1 of 2026 and continuing through the remaining term of this franchise agreement, as compensation for the right, privilege and franchise hereby granted, Grantee agrees to pay to the City on or before the 30th day of January, April, July, and October, an amount equivalent to one percent (1%) of Grantee's gross revenues for the preceding calendar quarter. For purposes of this Section, "gross revenues" shall mean the amount of money billed by the Grantee for the electricity it sells within the corporate limits of the City to customers, less uncollectibles. The City shall provide appropriate information to the Grantee to allow the Grantee to identify which of its customers are located within the corporate limits of the City for purposes of paying franchise fees. Grantee shall not be responsible for any failure to pay franchise fees which results from deficiencies in such information provided by the City. In the event the City annexes a new area into its corporate limits, the terms of this Section 9 regarding franchise fees shall not apply to the annexed area until sixty (60) days after the City has supplied the Grantee with appropriate information for the identification of the Grantee's customers within the annexed area.

The Grantee's franchise fee payment obligations hereunder shall commence with the start of the Grantee's first full billing cycle following the effective date of this ordinance; provided, that the Grantee must first receive approval from the Idaho Public Utilities Commission for the collection of the franchise fee in the rates charged by Grantee.

SECTION 10. The City shall have the right during the term of this franchise agreement to increase the franchise fee hereunder up to three percent (3%), by obtaining the consent of the Grantee or the approval of a majority of voters of the City voting on the question at an election held in accordance with chapter 3, title 50, Idaho Code. Any such vote to increase the franchise fee hereunder shall provide that the increased franchise fee will apply to any electric service provider (other than the City) who utilizes the City's streets, alleys or other public places to provide electrical service within the City, during the term of this franchise agreement.

SECTION 11. The Grantee shall keep accurate books of account for the collection of the franchise fees for a period of at least three years hereunder and the City shall have the right to inspect the same at all times during business hours, and from time to time audit the same for the purpose of determining gross revenues under Section 9 above.

SECTION 12. The franchise fees paid by the Grantee hereunder will be in lieu of and as payment for any tax or fee imposed by the City on the Grantee by virtue of its status as a public utility including, but not limited to, taxes, fees or charges related to easements, franchises, rights-of-way, utility lines and equipment installation, maintenance and removal during the term of this franchise agreement.

SECTION 13. The Grantee shall have the right and privilege, insofar as the City is able to grant the same, in accordance with National Arborist Association standards, of the pruning of all trees which overhang the present and future streets, alleys, highways and other public places within the corporate limits of the City, in such a manner and to such extent as will prevent the branches or limbs or other parts of such trees from touching or interfering with its wires, poles and other fixtures and equipment. However, except in an emergency, no pruning shall be undertaken without giving the occupant of the adjacent property written or oral notice that such pruning will be performed.

SECTION 14. In consideration of Grantee's undertaking hereunder as evidenced by its acceptance hereof, the City agrees not to engage in the business of providing electric service during the life of this franchise or any extension thereof in competition with the Grantee, its successors and assigns; but nothing herein contained shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of the State of Idaho. The City shall not grant a franchise to another electric service provider during the term of this franchise agreement unless the electric service provider has received approval to provide electrical service within the City from the Idaho Public Utilities Commission, and the City has imposed the same franchise fee on the electric service provider as paid by the Grantee.

SECTION 15. In the event of an amendment to the laws, rules or regulations of the City of Kuna the State of Idaho or the Public Utilities Commission of Idaho applicable to this franchise, or for periodic review of any section of this agreement, the terms of this franchise and the rights and privileges hereby conferred may be changed, altered, amended or modified upon mutual agreement between the City and the Grantee. In all cases, 60 days notice shall be required on the part of City or Grantee to reopen the agreement pursuant to this section.

SECTION 16. Any violation by the Grantee of the provisions of this ordinance, franchise and grant or any material portions thereof or the failure promptly to perform any of the provisions thereof shall be cause for the forfeiture of this franchise and grant and all rights hereunder by the City after sixty (60) days' written notice to the Grantee and the continuance of such violation, failure or default; however, this provision shall not prevent the Grantee from submitting such question of violation or forfeiture to the appropriate forum (which may include the district court having jurisdiction or the Idaho Public Utilities Commission) for determination.

SECTION 17. Sale, assignment or lease of this franchise is prohibited without notification to the City.

SECTION 18. The Grantee shall assume the cost of publication of this franchise as such publication is required by law.

SECTION 19. The Grantee shall within thirty (30) days after final passage of this ordinance, file with the City Clerk its acceptance of this franchise in writing signed by its proper officers and attested by its corporate seal.

SECTION 20. The existing franchise agreement between the City and Grantee set forth in Ordinance #2015-12, dated November 1, 2015, shall terminate upon the effective date of this ordinance.

SECTION 21. Inasmuch as the Grantee has constructed and now is maintaining and operating the electric utility property and facilities in and upon the streets, alleys, highways, and public places in the City, it is hereby adjudged and declared that this ordinance is necessary for the preservation of the public peace, health and safety, and therefore this ordinance shall take effect on November 1, 2025.

SECTION 22. In accordance with Idaho Code Section 67-2346, Grantee hereby certifies that it is not currently engaged in, and during the term of this franchise agreement will not engage in, a boycott of goods or services from Israel or territories under its control as defined in said code section.

SECTION 23. In accordance with Idaho Code Section 67-2359, Grantee hereby certifies that it is not currently, and for the term of this franchise agreement will not be, owned or operated by the Government of China as defined in said section.

PASSED AND ADOPTED by the Council of the City of Kuna this _____ day of _____, 2025.

APPROVED by the Mayor this _____ day of _____, 2025.

ATTEST:

_____
Mayor

_____
City Clerk

(Seal)

ACCEPTANCE

IDAHO POWER COMPANY, as the franchisee, accepts the franchise set forth in the above Ordinance and agrees to abide by the terms and conditions thereof.

DATED this ____ day of _____, 2025.

By:_____
Adam Richins
SVP & Chief Operating Officer

ATTEST:

_____
Secretary

(Seal)