

OFFICIALS

Joe Stear, Mayor
Briana Buban-Vonder Haar, Council President
Richard Cardoza, Council Member
Warren Christensen, Council Member
Greg McPherson, Council Member



CITY OF KUNA

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

City Council Meeting AGENDA Tuesday, December 4, 2018

6:00 P.M. REGULAR CITY COUNCIL

1. **Call to Order and Roll Call**
2. **Invocation:** Dean Herring, South Valley Baptist Church
3. **Pledge of Allegiance:** Mayor Stear
4. **Consent Agenda:** ALL OF THE LISTED CONSENT AGENDA ITEMS ARE 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. City Council Meeting Minutes:

1. Regular City Council Minutes, November 20, 2018

B. Accounts Payable Dated November 29, 2018 in the Amount of \$228,041.57

C. Resolutions

1. Consideration to approve Resolution No. R91-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY TOLL BROTHERS, INC., FOR THE WINFIELD SPRINGS PHASE 2 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING, FENCING AND STREET LIGHTS PURSUANT TO THE TERMS OF THIS RESOLUTION.

2. Consideration to approve Resolution No. R92-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE "PROFESSIONAL SERVICES AGREEMENT" WITH JUB ENGINEERING, INC. FOR CITY OF KUNA PARKS DEPARTMENT

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 922-5546. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 922-5546 at least forty-eight (48) hours prior to the meeting to allow the City to make reasonable arrangements to ensure accessibility to this meeting.

BUILDING PARKING LOT DESIGN; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

D. Findings of Fact and Conclusions of Law

- I.** Consideration to approve the Findings of Fact & Conclusions of Law for Case No. 18-04-AN (Annexation) & 18-03-S (Preliminary Plat) for Lugarno Terra Subdivision

5. Executive Session:

A. Adjourn to Executive Session pursuant to:

Idaho Code Section 74-206 (1)(f)

(f) To communicate with the City Attorney to discuss the legal ramifications of and legal options for a controversy not yet being litigated but imminently likely to be litigated.

6. Community Reports or Requests:

None

7. Public Hearings: (6:00 p.m. or as soon thereafter as matters may be heard.)

- A.** Continuation of Public Hearing and consideration of applicant's motion to continue the public hearing for additional evidence and consideration of draft of Findings of Facts and Conclusions of Law for Case No. 18-02-S (Preliminary Plat) Madrone Heights Subdivision **ACTION ITEM**

- B.** *Public Hearing tabled from November 20, 2018 to December 4, 2018 – Applicant has withdrawn their request at this time.*

Case No. 18-01-S (Preliminary Plat) Whisper Meadows Subdivision will be placed on the miscellaneous calendar.

- C.** Public Hearing and consideration to approve Case No. 18-03-V (Variance) for Desert Hawk No. 4 Subdivision - Troy Behunin, Planner III **ACTION ITEM**

David Crawford, B & A Engineers, requests to reduce the landscape buffer width requirements for the west side of their property along Ten Mile Road. The request is to reduce the landscape buffer width from 20 feet down to 8 feet and apply the landscaping with the rights-of-way toward the landscape buffer width requirement. This site is located at southeast corner of Ten Mile Rd. and Sunbeam St, within Section 26, T2N.R1W (R5070501800).

8. Business Items:

- A. Appeal Hearing for Enrique’s Mexican Restaurant EDU Calculations continued from August 21, 2018 ACTION ITEM

9. Ordinances:

- A. Third reading and consideration to approve Ordinance No. 2018-37 ACTION ITEM

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO AMENDING TITLE 7, CHAPTER 3 SECTION 6 TITLED EXCLUSIVE RESERVATIONS TO ALLOW FOR EXCLUSIVE RESERVATION OF CERTAIN AMENITIES, AND AMENDING TITLE 7, CHAPTER 3 SECTION 7 TITLED APPLICATION FOR RESERVATION ADDING A RESERVATION TIMEFRAME, AND AMENDING TITLE 7, CHAPTER 3 SECTION 8 TITLED VACATION OF PARKS UPON REQUEST OF CITY TO INCLUDE ADDITIONAL AMENITIES, AND PROVIDING AN EFFECTIVE DATE.

Consideration to approve Ordinance

Consideration to approve Summary Publication of Ordinance

10. Mayor/Council Announcements:

11. Executive Session:

- B. Adjourn to Executive Session pursuant to:

Idaho Code Section 74-206 (1)(e)

(e) To consider preliminary negotiations involving matters of trade or commerce in which the governing body is in competition with governing bodies in other states or nations.

12. Adjournment:

OFFICIALS

Joe Stear, Mayor
 Briana Buban-Vonder Haar, Council President
 Richard Cardoza, Council Member
 Warren Christensen, Council Member
 Greg McPherson, Council Member

**CITY OF KUNA**

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

**City Council Meeting
 MINUTES
 Tuesday, November 20, 2018**

6:00 P.M. REGULAR CITY COUNCIL**1. Call to Order and Roll Call****COUNCIL MEMBERS PRESENT:**

Mayor Joe Stear
 Council President Briana Buban-Vonder Haar - Absent
 Council Member Richard Cardoza
 Council Member Warren Christensen
 Council Member Greg McPherson

CITY STAFF PRESENT:

Chris Engels, City Clerk
 Bob Bachman, Public Works Director
 Bobby Withrow, Parks Director
 Wendy Howell, Planning & Zoning Director
 Jared Empey, City Treasurer
 Troy Behunin, Planner III
 Jace Hellman, Planner II

2. Invocation: Chris Bent, Calvary Chapel**3. Pledge of Allegiance:** Mayor Stear

4. Consent Agenda: ALL OF THE LISTED CONSENT AGENDA ITEMS ARE ACTION ITEMS
 (Timestamp 00:01:47)

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. City Council Meeting Minutes:**I. Regular City Council Minutes, November 7, 2018**

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 922-5546. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 922-5546 at least forty-eight (48) hours prior to the meeting to allow the City to make reasonable arrangements to ensure accessibility to this meeting.

B. Accounts Payable Dated November 15, 2018 in the Amount of \$496,047.51

C. Resolutions

I. Consideration to approve Resolution No. R90-2018

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO
AMENDING RESOLUTION NO. R77-2018 APPOINTING ONE (1) NEW
MEMBER TO THE KUNA ARTS COMMISSION.

D. Final Plats

I. Consideration to approve Case No. 18-17-FP (final plat) for Winfield Springs
Subdivision No. 2

E. Findings of Fact and Conclusions of Law

I. Consideration to approve the Findings of Fact & Conclusions of Law for Case
No. 18-02-V (Variance) for J. Scott Dowdy

**Council Member McPherson moved to approve the Consent Agenda. Seconded by
Council Member Christensen. Approved by the following roll call vote:
Voting Aye: Council Members Cardoza, Christensen, and McPherson
Voting No: None
Absent: Council President Buban-Vonder Haar
Motion carried 3-0-1.**

5. Community Reports or Requests:

A. Recognition of Sergeant Carl Olson – Mayor Stear
(Timestamp 00:02:26)

Mayor Stear recognized Sergeant Carl Olson for the impressive job he did during his
6 years of service. He presented him with a token of appreciation.

Sergeant Olson commented on how wonderful it was working in the Kuna
community and thanked everyone.

6. Public Hearings: (6:00 p.m. or as soon thereafter as matters may be heard.)

A. Continuation of Public Hearing on Ordinance No. 2018-37 and Resolution No. R85-
2018 – Bobby Withrow, Parks Director
(Timestamp 00:04:31)

Parks Director Bobby Withrow reviewed the changes made according to requests
from Council at the last meeting and stood for questions.

Council Member Cardoza had mixed emotions about certain individuals or groups getting different rates to use a public facility. Tax payers pay for it and he felt that all tax payers should pay the same amount.

Council Member Christensen did not feel it was unreasonable to look at those types of discounts. They were in every level of things. He did not have a problem with the discounts.

Council Member McPherson was fine with it the way it was.

Mayor Stear opened the public hearing.

Support: None

Against: None

Neutral: None

Rebuttal: None

Council Member McPherson moved to close the public hearing. Seconded by Council Member Christensen. Motion carried 3-0-1. Council President Buban-Vonder Haar was absent.

1. Second reading of Ordinance No. 2018-37

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO AMENDING TITLE 7, CHAPTER 3 SECTION 6 TITLED EXCLUSIVE RESERVATIONS TO ALLOW FOR EXCLUSIVE RESERVATION OF CERTAIN AMENITIES, AND AMENDING TITLE 7, CHAPTER 3 SECTION 7 TITLED APPLICATION FOR RESERVATION ADDING A RESERVATION TIMEFRAME, AND AMENDING TITLE 7, CHAPTER 3 SECTION 8 TITLED VACATION OF PARKS UPON REQUEST OF CITY TO INCLUDE ADDITIONAL AMENITIES, AND PROVIDING AN EFFECTIVE DATE.

2. Consideration to approve Resolution No. R85-2018 ACTION ITEM

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AMENDING RESOLUTION NO. R44-2017 TO RAISE CERTAIN FEES TO COVER RISING COSTS, ADD DISCOUNT ELIGIBILITY, ADD NEW AMENITIES, ADD RESERVATION TIME FRAMES, ADD A RESERVATION DEADLINE AND PROVIDE AN EFFECTIVE DATE.

Council Member McPherson moved to approve Resolution No. R85-2018. Seconded by Council Member Christensen. Motion carried 3-0-1. Council President Buban-Vonder Haar was absent.

B. Continuation of Public Hearing and Consideration to approve Case No. 18-05-S (Preliminary Plat) Madrone Heights Subdivision - Troy Behunin, Planner III

ACTION ITEM

(Timestamp 00:10:13)

Kristi Garbo, KM Engineering, on behalf of applicant Tim Eck, requests approval to subdivide approximately 39.50 ac. into 206 single home lots, an additional 27 common lots, and one shared driveway. The address is 2030 W. Kuna Road, Kuna Idaho, and is located near the NWC of Ten Mile and Kuna Roads, in Section 22, T 2N, R 1W, APN #: S1322438400.

Planner III Troy Behunin reviewed Council direction from the last public hearing and the updated staff report. He stood for questions.

Mayor Stear opened the public hearing.

Support: None

Against:

Nancy Simper, 4597 W. Deer Flat Road, Kuna, Idaho 83634, reviewed her testimony from November 7, 2018. In addition, she shared how the issues discussed previously related to the City of Kuna Comprehensive Plan sections 8 and 9. Goal 3 in section 9.2 was to “balance land use planning with transportation needs”. Goal 2 in section 8.2 was to “provide adequate safety and emergency services”. In section 8.3 the plan stated, “A significant safety hazard results from the Union Pacific Railroad line physically separating north and south Kuna with few out-grade railroad separations and more than 30 trains a day passing through the community and halting traffic. Trains often block both crossings at the same time preventing emergency vehicles from accessing the area south of the tracks for several minutes at a time and negatively impacting emergency response times.” She stated if Council were to ignore this and approve adding hundreds of new residents with thousands of daily vehicle trips to the area south of tracks it would be working against both of those stated goals it would be putting more households in this safety hazard zone with problematic access to police, fire, and emergency medical services. The comprehensive plan did address a solution to this problem. In section 8.2 under goal 2 was a policy bullet point that stated “Continue to work with the Ada County Highway District, Idaho Transportation Department, and other governmental entities to build bridges over Indian Creek and overpasses over the Union Pacific Railroad Line in order to provide uninterrupted access to areas south and west of Kuna.”

Ms. Simper stated our road infrastructure was not yet ready for more housing developments south of the railroad tracks crossing Avalon Road. The comp plan acknowledged this problem, outlined a solution, and made policy to work towards that solution. Complying with the comprehensive plan was something that should be done in the right order. The Madrone Heights development did help meet other goals

of the plan such as providing single family housing and the future potential to connect to the city's greenbelt but approving it before transportation and public safety goals were met would put the cart before the horse. At such time as there is an overpass railroad crossing then more developments on the south side of town could commence but she strongly believed they should not be approved until then. She stood for questions.

Kelly Simper, 4597 W. Deer Flat Road, Kuna, Idaho 83634, voiced, for the record, his opposition to the development until further safety concerns were addressed.

Neutral: None

Council Member Christensen asked Public Works Director Bob Bachman about his concern regarding the size of the development and the ability of the system to support the 5.2.

Mr. Bachman still stood by his previous statement that they could work with the 5.2. Everything they had done since the original statement was an effort to relieve some of the problem there. Everything was still on track.

Council Member Christensen clarified steps had been taken to relieve some of the usage in that area.

Mr. Bachman replied yes, the Orchard Lift Station that was currently under construction was a small piece to the resolution of the problem. They had done a test run of the old force main that ran up Ten Mile. They had to do a few repairs on that and then retry it but there was nothing that negatively impacted their decision. Everything they had done only helped alleviate the problem.

Council Member Cardoza referred to the January 4 statement regarding sanitary sewer needs; Ten Mile Lift Station was over committed for future sewer connections. At that time the City opted that this project would over burden the lift station and there could be a delay in connections to the city sewer while they were working on a solution. He asked if that was still Mr. Bachman's personal feeling.

Mr. Bachman explained that was their feeling when they wrote that and it still was. However, they could still work with the 5.2. He could not remember what the original density of the project was but Public Works recommended R4 and the developer decreased the amount of houses that were going to be on it. Staff was doing everything they could on that side to remedy any problems. When they looked at commitment for sewer capacity, they looked at everything that they knew was on the table and future build out. At that time, if the project were to move forward, they had no problem issuing a well-served letter to serve the property.

Council Member Cardoza recalled there had been a lot of repeated issues with the Ten Mile Lift Station where they had to bring in tankers to pump it. He wasn't sure how far back he could go though.

Mr. Bachman replied some of that went back to that old force main that ran up Ten Mile which they abandoned and then had the new force main that ran down Avalon and up. They bypassed that line. Most of the problems in the past with Ten Mile were associated with that force main. Staff had some new working theories on ways to make that work just having a new city engineer and new set of eyes on that. They were doing everything they could to put that back into the system. It was roughly a \$2 million asset in the ground for the City of Kuna and they felt it was beneficial to figure out how to fix it and use it. The other problem was the Ten Mile Lift Station would eventually need a substantial rebuild or replacement. It was the oldest lift station they had. With the addition of Orchard in about a month that would alleviate some of the pressure on it. There was also a capital improvements project scheduled to start that coming Spring that would take Prospector Subdivision out of Ten Mile and rerouted it north taking another 250 EDUs out of Ten Mile Lift Station.

Council Member Cardoza noted years ago there was trouble up and down Ten Mile going north to south to King. The waste lines were breaking. He asked if those were adequately available for an increase in EDUs.

Mr. Bachman explained the line he was talking about was the line that had been taken off line because of the breaks. However, with the rerouting of some of the waste from Orchard Lift Station heading straight south with that and the additional line on Avalon they suspected they would be able to turn the Ten Mile line back on and they would see a substantial pressure reduction. Therefore, the working theory was, by decreasing the pressure from approximately 140 PSI to around 90 they would not have the problems they used to have with that line.

Council Member Cardoza thought Orchard was being built for everything east down to Swan Falls and the pond. He asked if they were encompassing waste west going east to Orchard.

Mr. Bachman stated the Orchard Lift Station currently pumped everything into Ten Mile already. They would not be pumping into Ten Mile anymore. Orchard would be pumping straight south to the lagoons and bypassing Ten Mile, alleviating that strain from the system.

Rebuttal:

Kevin McCarthy, 9233 W. State Street, Boise, ID 83714, representing the applicant, gave a brief rebuttal. He noted the concerns laid out at the last meeting regarding the letter from ITD and that they had provided a new comment citing they had no concern. He stood for questions and stated his client was available for questions as well.

Mayor Stear stated the major concern last time was the comment from ITD and that was removed. There were legitimate concerns regarding safety and the comp plan but, as everyone knew, the overpass was not going to happen for a while. They were still working on that and ACHD Commissioner Kent Goldthorpe had plans to somehow resolve that issue. In regards to the other part of the comp plan that mentioned more bridges across Indian Creek, the problem with that was really the only solution was going to be an overpass because in order for them to put any more at grade crossings they would have to get rid of 2 to add 1. That did not help in any way shape or form and Union Pacific got to control that. The overpass was the only option they had for crossing. The other question would probably be what Kuna Fire had in mind there. They stated their next station would most likely be to the north not the south unless there was substantial growth over there. He did not want to speak for the fire department since they weren't there, but that was kind of the comment they got before when they were talking about impact fees.

Council Member McPherson moved to close the public hearing. Seconded by Council Member Christensen. Motion carried 3-0-1. Council President Buban-Vonder Haar was absent.

Council Member Cardoza stated this was probably 1 of the most difficult decisions he had for a while mainly because it was to the south of the tracks as opposed to everything else being north. There were so many variables coming into play on this subdivision. He had mixed emotions. According to Ada County Highway District, 85% of the vehicles going past where this development would be were doing 56 miles per hour. Black Cat Road and Kuna Road averaged 1.6 reported crashes per year, 75% of which were turning vehicles which he thought most were aware of that intersection. The statistic he was interested in that brought him to his denial was there were 8 reported crashes on Kuna Road between Black Cat and Ten Mile; 7 of the crashes involved a single vehicle leaving the roadway. His biggest concern with this development was there would be 2013 at full tilt, 213 daily new trips, and he assumed 205 family homes with 1.2 or 1.3 children per family so approximately 300 children. Once you cross the railroad going west on Bridge, Ada County had been lenient enough to provide an asphalt sidewalk down to School Street. After that there was not any on either side, on the north or south side, on Avalon all the way out to Ten Mile or farther west. There was not a sidewalk for 300 children to be walking. There was a charter school about a quarter of mile from the subdivision so there may be children walking to the charter school. He did not think it was a good place for an intersection right then when there were children walking up and down the street. It wasn't too long ago when 3 young ladies had left school and were walking down Avalon got to pushing each other and 1 got pushed out in the street and got hit by a car. Kids were kids and he wasn't any different. He would have been the kid doing the pushing. Things haven't changed. The trains seem to be getting longer and longer. The wait was longer for the police and the ambulance. He still had mixed emotions about the lift station. His biggest concern was for the safety of the public and children without a sidewalk all the way down Avalon to where this development would be. He did not think it was a good place for a development right then.

Council Member Christensen could not appreciate more what Council Member Cardoza said in that even during the initial discussion points a few months back a lot of the same things were said in respect to the thought process behind the safety aspect of this. In looking at the public safety and transportation side of it there was a lot of agreement he carried with it. When it came to the development on the south side of the tracks it was a juggling act to sit there and really look at what to approve and what they could not approve based on the traffic findings or the safety aspect of it but Council Member Cardoza brought in a whole lot of good considerations to carry forward with it. It was a truly tough decision but he thought the concerns were valid.

Council Member McPherson agreed with the safety aspect of sidewalks and accessibility and such. Public testimony did bring up the points out of the comp plan. While he knew that was being rewritten to be made better for the entire community, he looked at some of the other facts; ACHD basically stamped it okay to do and ITD retracted their once published statement. His concern would be the sewer capacity but, in a lengthy conversation with Public Works Director Bob Bachman about all that at a different time, he understood it was feasible to do. Again, traffic was the biggest thing with adding a couple hundred trips a day and the need for an overpass but who knew when that would happen. He was torn but based on the approval from ACHD and multiple other entities he would lean towards approval.

City Attorney Bill Gigray reminded Council as they went through their deliberations, as he understood their zoning ordinance, which was subsection F of 6-2-3 of the Kuna City Code, they were looking for the conformance of the subdivision with the comprehensive plan. That was a discussion of 1 of the witnesses who testified, so there was an issue there if they decided there was. He also noted the availability of public services to accommodate the proposed development which they were talking about, the continuity of the proposed development with the capital improvement program, and the public financial capability to provide supporting services to the proposed development. The other issue which he thought they were grappling with was item 5; other health safety and environmental considerations. If they determined they did not want to approve this they would need to land on facts that they saw in the record that supported 1 of those items and then were required, not only by their ordinance but also under the local planning act, to state what standards or ordinance they were relying on, or the reasons, as well as the actions, if any, the applicant could take to obtain a permit so they could be included in the findings but if they determined there weren't any and that there just wasn't enough public service to support it they would just state there wasn't any.

Council Member Cardoza referred to I.C. §67-6513 and quoted, "Through discussions and comments submitted by public service providers, the project would not create demonstrable adverse impact to quality of emergency service and/or delivery of said services, or impose substantial additional costs to current residents." He felt those were conditions of denial. He asked if Mr. Gigray would agree to that.

Mr. Gigray replied if they believed the facts in the record supported that those were issues on which they could make a finding that they would deny the application. He just wanted to refresh their memories on the standards and if they determined they did not want to approve the application but felt there steps the applicant could take where they might get approval, they should state that or if they determine there aren't any at that time because of insurmountable circumstances such as sewer service, roads and streets, or traffic and safety concerns as a result of the circumstances that could not be resolved.

Council Member Cardoza noted 1 of the Conclusions of Law for discussion that night was if the preliminary plat application was likely to cause adverse public health problems. He asked if the lack of sidewalks on either side of Avalon would be reason for denial.

Mr. Gigray responded if in his opinion, based on the evidence presented, that posed a significant health and safety risk, yes.

Council Member Cardoza asked if he would be comfortable with him making that motion.

Mr. Gigray replied it was his job to support his decision.

Council Member Cardoza moved to deny Case No. 18-05-S (Preliminary Plat) for Madrone Heights Subdivision. Seconded by Council Member Christensen.

Council Member Christensen cited I.C. §67-6513 as the denial reason. It went to the affects of the subdivision development on the ability of compromising quality of service delivery to current residents or imposing substantial additional costs upon current residents to accommodate the proposed subdivision. He carried that concern and made it a part of his motion.

Council Member Cardoza moved to deny Case No. 18-05-S (Preliminary Plat) for Madrone Heights Subdivision based on I.C. §67-6513.

Mr. Gigray approached Council to display a digital version of Kuna City Code. He recommended they based their decision on city code. The state statute and the point they referenced about health was clear and in Kuna City Code. That state statute authorized them as a local planning jurisdiction to enact subdivision ordinances that have those standards. Those standards they were going to use were in city code not state code.

All previous motions and seconds stating I.C. §67-6513 were withdrawn.

Council Member Cardoza moved to deny Case No. 18-05-S (Preliminary Plat) for Madrone Heights Subdivision based on City Code 6-2-3 subsection F, numbers 1-5, specifically number 4. The public financial capability to provide

supporting services to the proposed development; and 5. Other health, safety and environmental considerations. Also, 2. The availability of public services to accommodate the proposed development. Seconded by Council Member Christensen. Motion carried 2-1-1. Council Member McPherson voted no. Council President Buban-Vonder Haar was absent.

Mr. Gigray recommended they continue the hearing to a time certain because they would have to receive Findings of Fact Conclusions of Law on the motion that was just made.

Council Member Cardoza moved to continue the Public Hearing on December 4, 2018 for staff to add in the Findings and Fact. Seconded by Council Member Christensen. Motion Carried 3-0-1. Council President Buban-Vonder Haar was absent.

- C. Public Hearing and Consideration to approve 18-04-AN (Annexation) & 18-03-S (Preliminary Plat) – Jace Hellman, Planner II **ACTION ITEM**
(Timestamp 00:54:35)

Billy Edwards, with Select Development and Contracting, LLC., requests to annex a 40-acre parcel on East Deer Flat Road into Kuna City Limits with an R-4 zoning designation and to subdivide the 40-acres into 134 total lots, consisting of 114 single family buildable lots, and 20 Common lots. The subject site is located at East Deer Flat Road, Kuna, ID 83634, within Section 18, Township 2 North, Range 1 East; (APN# S1418346600). Additionally, the applicant also requests to annex a 1.725-acre parcel into Kuna City Limits with an R-6 zoning designation. The subject site is located at 1919 East Deer Flat Road, Kuna, ID 83634, within Section 19, Township 2 North, Range 1 East; (APN# S1419223000).

Jonathan Seal with Select Development, 2501 E State Avenue, Meridian, Idaho 83642, presented the application. He reviewed the vicinity map and their plans for the different parcels. He stood for questions.

Council Member Cardoza clarified they were asking for an R6 on the 1.725 across the street.

Mr. Seal replied they were not asking for any zoning for that, only annexation. The triangular portion was their path for annexation and they would come back at a later date once they determined what they were going to do with that. The subdivision itself was an R4 with a density of 2.8 residential units per acre.

Planner II Jace Hellman presented the staff report. In response to Council Member Cardoza's question, they did not allow people to annex property without a zone because there would be no regulations on it. With their Commission and Council application they did designate the parcel as an R6 because that was what the comp plan designated the piece as. For all intents and purposes, the 1.725 parcel would be

annexed in to Kuna with an R6 zoning designation on their application. He reiterated the parcel was a path to annexation piece only with no plans for development at that time. If future development were to occur it would be zoned and brought before Council appropriately. He stood for questions.

Mayor Stear opened the public hearing.

Support: None

Against:

David Andrus, 1928 E. Deer Flat Road, Kuna, Idaho 83634, testified he owned the property directly west of this project. It was a nice subdivision but there would be 114 homes going in and 140 homes going in across the street on Deer Flat so there would be around 200 cars going down Deer Flat Road and turning north. The crosswalk on Meridian Road was on the north side. Even though there were sidewalks in front of the subdivision there were not any extending from there down to Meridian Road. Trying to get across Meridian Road on the crosswalk was a difficult process as it was but this would add considerable traffic turning north on to Meridian Road on a continuous basis. The main thing for him was nobody wanted a subdivision next to them no matter how nice it was. They lived out there for 25 years and there would be homes right next to them. Their concern was what would happen with the lighting. Also, they were putting a 6-foot fence in but the property was already 4 feet lower than his so the 6-foot fence wouldn't really provide much of a barrier between his property and this property. He thanked Council for their time.

Neutral: None

Rebuttal:

Mr. Seal, in response to the testimony given, explained they did not have any control over the crosswalk on Meridian Road, that would be ITD. In regards to traffic, any development creates traffic. It was unavoidable. The density was not huge on this project and was certainly within the comprehensive plan. It could have been offices which potentially would have generated far more traffic. As for the lighting, like any development out there, and he could appreciate the gentleman's concerns, there would be streetlights but they would be downcast. They should be assured there would be no unusual lighting imposed on his property. For the difference in elevation between the 2 properties he wasn't sure what could be done with that; it was sadly just topography. He felt it was a good, quality project and the developer went beyond what was normally required with almost 1.7 acres of common area plus the landscaped areas. He thought it was 1 they could be positive about and, if they approved it, they would not regret it when driving through it later. He stood for questions.

Council Member Cardoza clarified it was 2.8 per acre.

Mr. Seal replied yes.

Council Member McPherson moved to close the public hearing. Seconded by Council Member Christensen. Motion carried 3-0-1. Council President Buban-Vonder Haar was absent.

Council Member Cardoza moved to approve Case No.s 18-04-AN (Annexation) & 18-03-S (Preliminary Plat) with the conditions of approval as listed. Seconded by Council Member Christensen. Motion carried 3-0-1. Council President Buban-Vonder Haar was absent.

- D. Public Hearing and Consideration to approve 18-01-S (Preliminary Plat) Whisper Meadows Subdivision – Troy Behunin, Planner III ACTION ITEM**
(Timestamp 01:15:50)

Katie Miller with Bailey Engineers requests approval to subdivide approximately 73.50 acres into 310 buildable lots, 38 common lots. The subject site is located near the northwest corner of Linder and Columbia Roads, Meridian, Idaho, ID 83642, within Section 2, Township 2 North, Range 1 West, B.M. (APN#'s R1393850100, R1693860010, R1693860290 and R1693860280).

Katie Miller with Bailey Engineers asked to table the public hearing until December 4, 2018.

Council Member McPherson moved to table the public hearing for 18-01-S (Preliminary Plat) Whisper Meadows to the December 4, 2018 meeting. Seconded by Council Member Christensen. Motion carried 3-0-1. Council President Buban-Vonder Haar absent.

7. Business Items:

- A. Consideration to reappoint John Laraway to the Planning & Zoning Commission for a period of three years, which will expire in November 2021 – Wendy Howell, Planning & Zoning Director ACTION ITEM**
(Timestamp 01:17:20)

Planning & Zoning Director Wendy Howell reviewed John Laraway's service with the Planning & Zoning Commission and presented the request that he be reappointed to a full term.

Council Member Cardoza confirmed Mr. Laraway's current term had expired.

Ms. Howell explained it was expiring that month.

Council Member McPherson moved to reappoint John Laraway to the Planning & Zoning Commission for a period of 3 years which would expire in November

2021. Seconded by Council Member Christensen. Motion carried 3-0-1. Council President Buban-Vonder Haar was absent.

8. Ordinances:

- A. Consideration to approve Ordinance No. 2018-40 **ACTION ITEM**
(Timestamp 01:19:04)

AN ORDINANCE OF THE CITY OF KUNA, IDAHO, ANNEXING SEVERAL PROPERTIES ON SOUTH ASH AVENUE OWNED BY CLAY WOOD & VERA STREICHIK, INTO THE KUNA MUNICIPAL IRRIGATION DISTRICT FROM THE BOISE~KUNA IRRIGATION DISTRICT; THUS, CHANGING THE BOUNDARY OF THE KUNA MUNICIPAL IRRIGATION DISTRICT; DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; DIRECTING THAT COPIES OF THIS ORDINANCE BE RECORDED AS PROVIDED BY LAW; AND PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings of ordinance
Consideration to approve ordinance

Council Member Cardoza clarified this was already annexed into the city and this was just for the water rights.

City Clerk Chris Engels confirmed that was correct.

Council Member McPherson moved to waive three readings of Ordinance No. 2018-40. Seconded by Council Member Christensen. Motion carried 3-0-1. Council President Buban-Vonder Haar was absent.

Council Member McPherson moved to approve Ordinance No. 2018-40. Seconded by Council Member Christensen. Approved by the following roll call vote:

Voting Aye: Council Members Cardoza, Christensen and McPherson

Voting No: None

Absent: Council President Buban-Vonder Haar

Motion carried 3-0-1.

9. Mayor/Council Announcements:

(Timestamp 01:21:16)

There were none.

10. Executive Session:

None

11. Adjournment: 7:22 P.M.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

Minutes prepared by Ariana Welker, Deputy City Clerk
Date Approved: CCM 12.04.2018



CITY OF KUNA

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PUBLIC HEARING SIGN-UP SHEET

Kuna City Council Meeting 6:00 p.m.
November 20, 2018

**Park Reservation Process & Fees
Ordinance No. 2018-37 and Resolution No. R85-2018**

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

IN FAVOR		NEUTRAL		IN OPPOSITION	
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CITY OF KUNA

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SIGN-UP SHEET

Wed. November 20, 2018 – Council, Public Hearing

Case Name: Pre Plat – Madrone Heights Sub; Request by Kevin McCarthy, KM Eng.

Case Type: Applicant requests approval to subdivide approximately 39.50 acres (previously zoned R-6) into 206 single home lots, an additional 27 common lots, and one shared driveway. A Design Review application for the landscaping for the 27 common lots accompanies this application. The address is 2030 W. Kuna Road, Kuna Idaho, and is located near the NWC of Ten Mile and Kuna Roads, in Section 22, T 2N, R 1W, APN #: S1322438400.

Case No.: 18-02-S – Preliminary Plat for 206 new Home lots in an R-6 zone.

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

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<input type="checkbox"/> Testify	<input type="checkbox"/> Not Testify	<input type="checkbox"/> Testify	<input type="checkbox"/> Not Testify	<input checked="" type="checkbox"/> Testify	<input type="checkbox"/> Not Testify
Print Name		Print Name		Nancy Simper	
Print Address		Print Address		4597 W Deer Flat Rd	
City	State, Zip	City	State, Zip	Kuna	ID 83639
<input type="checkbox"/> Testify	<input type="checkbox"/> Not Testify	<input type="checkbox"/> Testify	<input type="checkbox"/> Not Testify	<input checked="" type="checkbox"/> Testify	<input type="checkbox"/> Not Testify
Print Name		Print Name		Kelly Simper	
Print Address		Print Address		4597 W Deer Flat	
City	State, Zip	City	State, Zip	Kuna	ID 83634
<input type="checkbox"/> Testify	<input type="checkbox"/> Not Testify	<input type="checkbox"/> Testify	<input type="checkbox"/> Not Testify	<input type="checkbox"/> Testify	<input type="checkbox"/> Not Testify
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CITY OF KUNA

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SIGN-UP SHEET November 20, 2018 – City Council Public Hearing

Case Name: 18-04-AN (Annexation) & 18-03-S (Preliminary Plat) – Lugarno Terra Sub.

Case Type: Billy Edwards, with Select Development and Contracting, LLC., requests to annex a 40-acre parcel on East Deer Flat Road into Kuna City Limits with an R-4 zoning designation and to subdivide the 40-acres into 134 total lots, consisting of 114 single family buildable lots, and 20 Common lots. The subject site is located at East Deer Flat Road, Kuna, ID 83634, within Section 18, Township 2 North, Range 1 East; (APN# S1418346600). Additionally, the applicant also requests to annex a 1.725-acre parcel into Kuna City Limits with an R-6 zoning designation. The subject site is located at 1919 East Deer Flat Road, Kuna, ID 83634, within Section 19, Township 2 North, Range 1 East; (APN# S1419223000).

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

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_____ Print Name		Henry Kohn _____ Print Name		DAVID ANDRUS _____ Print Name	
_____ Print Address		2211 E. Deer Flat Rd _____ Print Address		1928 E. Deer Flat Rd _____ Print Address	
City	State, Zip	City	State, Zip	City	State, Zip
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SIGN-UP SHEET

November 20, 2018 – City Council, Public Hearing

Case Name: Preliminary Plat, Thistle Farm & Vanderkooy Farm, LLC.; Request by Katie Miller, Bailey Engineers.

Case Type: Applicant requests approval to subdivide approximately 73.50 acres (previously zoned R-6 and four lots within Chisum Valley Subdivision No. 1 and 2) into 310 single home lots, an additional 38 common lots, following the Comprehensive Plan of MDR and the Council approved conditions of approval from the recent rezone. This site is located at the NWC Linder and Columbia Roads. APN No's; R1393850100, R1693860010, R1693860290, R1693860280.

Case No.: 18-01-S (Prelim Plat) - **A Pre Plat to Subdivide Approx. 73.50 acres.**

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

IN FAVOR		NEUTRAL		IN OPPOSITION	
<input type="checkbox"/> Testify	<input type="checkbox"/> Not Testify	<input checked="" type="checkbox"/> Testify	<input type="checkbox"/> Not Testify	<input checked="" type="checkbox"/> Testify	<input type="checkbox"/> Not Testify
_____	_____	<u>Cindy Giesen</u>	_____	<u>Virginia Jeppesen</u>	_____
Print Name	_____	Print Name	_____	Print Name	_____
_____	_____	<u>1363 S. Ash Ave</u>	_____	<u>1901 S Chisum Way</u>	_____
Print Address	_____	Print Address	_____	Print Address	_____
_____	_____	<u>Kuna ID 83634</u>	_____	<u>Meridian ID 83642</u>	_____
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<u>GREG HIATT</u>	_____	_____	_____	<u>BRU WRIGHT</u>	_____
Print Name	_____	Print Name	_____	Print Name	_____
<u>2300 W COGBURN</u>	_____	Print Address	_____	<u>7828 S McINTOCK PL</u>	_____
Print Address	_____	Print Address	_____	Print Address	_____
<u>Meridian ID 83612</u>	_____	City	State, Zip	<u>Meridian</u>	_____
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_____	_____	_____	_____	<u>RANDY COLSON</u>	_____
Print Name	_____	Print Name	_____	Print Name	_____
_____	_____	Print Address	_____	<u>2344 W COGBURN</u>	_____
Print Address	_____	Print Address	_____	Print Address	_____
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Print Name	_____	Print Name	_____	Print Name	_____
_____	_____	Print Address	_____	<u>2344 W COGBURN</u>	_____
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Richard Parrant
Print Name

5590 South 1st Ter m/4
Print Address

Meridian ID 83647
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GREG HATT
Print Name

2300 W COGBURN
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Meridian ID 83642
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Rick Willis
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2345 Cogburn St
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Meridian ID 83642
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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				SERVICE, SADIE CREEK PARK, 10/15-11/11/18	11/14/2018	160.00	.00	01-6212_RENT- EQUIPMENT	1004	11/18		
Total 114-7639305:						160.00	.00					
1463	A COMPANY, INC.	114-7639308		ADA WHEELCHAIR ACCESSIBLE RESTROOM RENTAL, #ADA412, WEEKLY SERVICE, NICHOLSON PARK, 10/15-11/11/18	11/14/2018	202.36	.00	01-6212_RENT- EQUIPMENT	1004	11/18		
Total 114-7639308:						202.36	.00					
1463	A COMPANY, INC.	114-7639310		STANDARD RESTROOM RENTAL, #ADA397, BI WEEKLY SERVICE, WINCHESTER PARK, 10/15-11/11/18	11/14/2018	160.00	.00	01-6212_RENT- EQUIPMENT	1004	11/18		
Total 114-7639310:						160.00	.00					
Total A COMPANY, INC.:						1,313.78	.00					
ADA COUNTY HIGHWAY DISTRICT (RENT)												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15135		SHOP RENT FOR DECEMBER 2018 - PARKS	11/26/2018	148.50	.00	01-6211_RENT- BUILDINGS & LAND	1004	11/18		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15135		SHOP RENT FOR DECEMBER 2018 - WATER	11/26/2018	126.00	.00	20-6211_RENT- BUILDINGS & LAND	0	11/18		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15135		SHOP RENT FOR DECEMBER 2018 - SEWER	11/26/2018	121.50	.00	21-6211_RENT - BUILDINGS & LAND	0	11/18		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	15135		SHOP RENT FOR DECEMBER 2018 - P.I	11/26/2018	54.00	.00	25-6211_RENT - BUILDINGS & LAND	0	11/18		
Total 15135:						450.00	.00					
Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	.00					

AGNEW BECK CONSULTING, INC.

City of Kuna

Payment Approval Report - City Council Approval

Page: 3

Report dates: 11/15/2018-11/29/2018

Nov 29, 2018 03:42PM

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
1883	AGNEW BECK CONSULTING, INC.	7581		<u>PROFESSIONAL SERVICES, KUNA COMP PLAN, W.HOWELL, 10/1-31/18</u>	11/12/2018	3,000.00	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	1003	11/18		
Total 7581:						3,000.00	.00					
Total AGNEW BECK CONSULTING, INC.:						3,000.00	.00					
ATLAS COPCO USA HOLDINGS INC												
1607	ATLAS COPCO USA HOLDINGS INC	401011537	7792	<u>SEAL GASKETS FOR SEWER PUMPS, DISCOVERY LIFT STATION & DANSKIN LIFT STATION, T.FLEMING, NOV.'18</u>	11/16/2018	367.00	.00	<u>21-6150 M & R - SYSTEM</u>	0	11/18		
Total 401011537:						367.00	.00					
1607	ATLAS COPCO USA HOLDINGS INC	401011538	7792	<u>SEAL GASKETS FOR SEWER PUMPS, DISCOVERY LIFT STATION & DANSKIN LIFT STATION, T.FLEMING, NOV.'18</u>	11/16/2018	119.00	.00	<u>21-6150 M & R - SYSTEM</u>	0	11/18		
Total 401011538:						119.00	.00					
Total ATLAS COPCO USA HOLDINGS INC:						486.00	.00					
BOISE-KUNA IRRIGATION DISTRICT												
12	BOISE-KUNA IRRIGATION DISTRICT	12202018BKID		<u>FALL ASSESSMENT - IRRIGATION FOR KUNA TOWNSITE</u>	12/01/2018	3,184.28	.00	<u>25-6116 IRRIGATION / WATER COSTS</u>	0	11/18		
Total 12202018BKID:						3,184.28	.00					
12	BOISE-KUNA IRRIGATION DISTRICT	12202018BKID		<u>FALL ASSESSMENT - IRRIGATION FOR W2 NE4 SW4 SEC 19 2N 1E</u>	12/01/2018	54.35	.00	<u>25-6116 IRRIGATION / WATER COSTS</u>	0	11/18		
Total 12202018BKID 196A:						54.35	.00					

City of Kuna

Payment Approval Report - City Council Approval

Page: 4

Report dates: 11/15/2018-11/29/2018

Nov 29, 2018 03:42PM

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 BOISE-KUNA IRRIGATION DISTRICT:						3,238.63	.00					
BRITTNEY DONELLE CUCCIA												
1966	BRITTNEY DONELLE CUCCIA	662652	7779	<u>MINI MUFFINS, STATE OF CITY ADDRESS, NOV.'18</u>	10/23/2018	57.60	57.60	<u>01-6155 MEETINGS/COMMI TTEES</u>	1032	11/18	11/15/2018	
Total 662652:						57.60	57.60					
Total BRITTNEY DONELLE CUCCIA:						57.60	57.60					
BUYWYZ LLC												
1795	BUYWYZ LLC	129331	7781	<u>1 DOZ RED PENS, 1 BOX HANGING FILE FOLDERS, CITY HALL, NOV.'18 - ADMIN</u>	11/14/2018	4.84	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	11/18		
1795	BUYWYZ LLC	129331	7781	<u>1 DOZ RED PENS, 1 BOX HANGING FILE FOLDERS, CITY HALL, NOV.'18 - P & Z</u>	11/14/2018	1.73	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	11/18		
1795	BUYWYZ LLC	129331	7781	<u>1 DOZ RED PENS, 1 BOX HANGING FILE FOLDERS, CITY HALL, NOV.'18 - WATER</u>	11/14/2018	4.49	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	11/18		
1795	BUYWYZ LLC	129331	7781	<u>1 DOZ RED PENS, 1 BOX HANGING FILE FOLDERS, CITY HALL, NOV.'18 - SEWER</u>	11/14/2018	4.48	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	11/18		
1795	BUYWYZ LLC	129331	7781	<u>1 DOZ RED PENS, 1 BOX HANGING FILE FOLDERS, CITY HALL, NOV.'18 - P.]</u>	11/14/2018	1.73	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	11/18		
1795	BUYWYZ LLC	129331	7781	<u>1 PK CARD STOCK, CLERK'S OFFICE, NOV.'18 - ADMIN</u>	11/14/2018	12.89	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	11/18		
1795	BUYWYZ LLC	129331	7781	<u>1 PK CARD STOCK, CLERK'S OFFICE, NOV.'18 - WATER</u>	11/14/2018	.33	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	11/18		
1795	BUYWYZ LLC	129331	7781	<u>1 PK CARD STOCK, CLERK'S OFFICE, NOV.'18 - SEWER</u>	11/14/2018	.33	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	11/18		
1795	BUYWYZ LLC	129331	7781	<u>1 PK CARD STOCK, CLERK'S OFFICE, NOV.'18 - P.]</u>	11/14/2018	.16	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	11/18		

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
1795	BUYWYZ LLC	129331	7781	<u>1 CASE PAPER TOWELS, CITY HALL, NOV.'18 - ADMIN</u>	11/14/2018	19.60	.00	<u>01-6025 JANITORIAL</u>	0	11/18		
1795	BUYWYZ LLC	129331	7781	<u>1 CASE PAPER TOWELS, CITY HALL, NOV.'18 - P & Z</u>	11/14/2018	7.00	.00	<u>01-6025 JANITORIAL</u>	1003	11/18		
1795	BUYWYZ LLC	129331	7781	<u>1 CASE PAPER TOWELS, CITY HALL, NOV.'18 - WATER</u>	11/14/2018	18.20	.00	<u>20-6025 JANITORIAL</u>	0	11/18		
1795	BUYWYZ LLC	129331	7781	<u>1 CASE PAPER TOWELS, CITY HALL, NOV.'18 - SEWER</u>	11/14/2018	18.19	.00	<u>21-6025 JANITORIAL</u>	0	11/18		
1795	BUYWYZ LLC	129331	7781	<u>1 CASE PAPER TOWELS, CITY HALL, NOV.'18 - P.I</u>	11/14/2018	7.00	.00	<u>25-6025 JANITORIAL</u>	0	11/18		
1795	BUYWYZ LLC	129331	7781	<u>1 CARTON XL TRASH BAGS, TREATMENT PLANT, NOV.'18 - WATER</u>	11/14/2018	12.47	.00	<u>20-6025 JANITORIAL</u>	0	11/18		
1795	BUYWYZ LLC	129331	7781	<u>1 CARTON XL TRASH BAGS, TREATMENT PLANT, NOV.'18 - SEWER</u>	11/14/2018	12.47	.00	<u>21-6025 JANITORIAL</u>	0	11/18		
1795	BUYWYZ LLC	129331	7781	<u>1 CARTON XL TRASH BAGS, TREATMENT PLANT, NOV.'18 - P.I</u>	11/14/2018	4.76	.00	<u>25-6025 JANITORIAL</u>	0	11/18		
Total 129331:						130.67	.00					
Total BUYWYZ LLC:						130.67	.00					
CHARLES E. DAVIDSON												
1718	CHARLES E. DAVIDSON	671321	7790	<u>3 CARHART SWEATSHIRTS, M.NADEAU, NOV.'18</u>	11/15/2018	179.07	.00	<u>21-6285 UNIFORMS EXPENSE</u>	0	11/18		
Total 671321:						179.07	.00					
Total CHARLES E. DAVIDSON:						179.07	.00					
CORE & MAIN LP												
63	CORE & MAIN LP	J571673	7793	<u>RADIO WARRANTY UPGRADES, B.BURR, NOV.'18</u>	11/19/2018	6,792.00	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	11/18		

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Total J571673:						6,792.00	.00					
Total CORE & MAIN LP:						6,792.00	.00					
CREATIVE WRAPS												
1970	CREATIVE WRAPS	1019		<u>CITY CLERK LETTERS MANUFACTURED AND INSTALLED, CITY HALL, NOV.'18 - ADMIN</u>	11/28/2018	42.00	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	0	11/18		
1970	CREATIVE WRAPS	1019		<u>CITY CLERK LETTERS MANUFACTURED AND INSTALLED, CITY HALL, NOV.'18 - P & Z</u>	11/28/2018	15.00	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1003	11/18		
1970	CREATIVE WRAPS	1019		<u>CITY CLERK LETTERS MANUFACTURED AND INSTALLED, CITY HALL, NOV.'18</u>	11/28/2018	39.00	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	11/18		
1970	CREATIVE WRAPS	1019		<u>CITY CLERK LETTERS MANUFACTURED AND INSTALLED, CITY HALL, NOV.'18</u>	11/28/2018	39.00	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	11/18		
1970	CREATIVE WRAPS	1019		<u>CITY CLERK LETTERS MANUFACTURED AND INSTALLED, CITY HALL, NOV.'18</u>	11/28/2018	15.00	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	11/18		
Total 1019:						150.00	.00					
1970	CREATIVE WRAPS	1020		<u>SAFETY SIGNS (RESTRICTED AREA, SLOW DOWN, PRIVATE PROPERTY), PLUS VEHICLE MAGNETS, FOR THE LAGOONS, NOV.'18</u>	11/28/2018	435.00	.00	<u>21-6230 SAFETY TRAINING & EQUIPMENT</u>	0	11/18		
Total 1020:						435.00	.00					
Total CREATIVE WRAPS:						585.00	.00					

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EAGLEWOOD HOMES INC												
1974	EAGLEWOOD HOMES INC	1196		<u>RECONSTRUCTION AFTER INSPECTION (SHEETROCK, PAINT, AND INSULATION), 7-7 PATAGONIA - BUILDING INSPECTION</u>	12/01/2018	1,200.00	.00	01-6150 <u>MAINTENANCE & REPAIRS - SYSTEM</u>	1005	11/18		
Total 1196:						1,200.00	.00					
Total EAGLEWOOD HOMES INC:						1,200.00	.00					
EC COMPANY												
1797	EC COMPANY	249520		<u>REPAIRS ON BACKUP GENERATOR AT TREATMENT PLANT, NOV.'18</u>	11/20/2018	1,227.68	.00	21-6142 <u>MAINT. & REPAIRS - EQUIPMENT</u>	0	11/18		
Total 249520:						1,227.68	.00					
Total EC COMPANY:						1,227.68	.00					
ED STAUB & SONS PETROLEUM, INC												
1731	ED STAUB & SONS PETROLEUM, INC	NP68612		<u>PROPANE FOR THE SHOP, NOV.'18 - ADMIN</u>	11/08/2018	224.91	.00	01-6150 <u>MAINTENANCE & REPAIRS - SYSTEM</u>	0	11/18		
1731	ED STAUB & SONS PETROLEUM, INC	NP68612		<u>PROPANE FOR THE SHOP, NOV.'18 - WATER</u>	11/08/2018	89.96	.00	20-6150 <u>M & R - SYSTEM</u>	0	11/18		
1731	ED STAUB & SONS PETROLEUM, INC	NP68612		<u>PROPANE FOR THE SHOP, NOV.'18 - SEWER</u>	11/08/2018	89.96	.00	21-6150 <u>M & R - SYSTEM</u>	0	11/18		
1731	ED STAUB & SONS PETROLEUM, INC	NP68612		<u>PROPANE FOR THE SHOP, NOV.'18 - P.I</u>	11/08/2018	44.99	.00	25-6150 <u>MAINT. & REPAIRS - SYSTEM (PI)</u>	0	11/18		
Total NP68612:						449.82	.00					
Total ED STAUB & SONS PETROLEUM, INC:						449.82	.00					
ENDRESS+HAUSER, INC.												

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1586	ENDRESS+HAUSER, INC.	6002015981	7751	<u>2 LEVEL SENSORS FOR HEADWORKS, T. SHAFFER, OCT. '18</u>	11/09/2018	3,537.51	.00	<u>21-6150 M & R - SYSTEM</u>	0	11/18		
Total 6002015981:						3,537.51	.00					
Total ENDRESS+HAUSER, INC.:						3,537.51	.00					
FERGUSON ENTERPRISES INC												
219	FERGUSON ENTERPRISES INC	0695106	7552	<u>PARTS TO LEAK TEST POND #7 AT LAGOONS, T.FLEMING, SEPT.'18</u>	11/19/2018	510.74	.00	<u>21-6150 M & R - SYSTEM</u>	0	11/18		
Total 0695106:						510.74	.00					
219	FERGUSON ENTERPRISES INC	0699655-1	7747	<u>TAP AND GASKETS FOR DANSKIN WELL, C.DEYOUNG, NOV.'18</u>	11/20/2018	566.86	.00	<u>20-6150 M & R - SYSTEM</u>	0	11/18		
Total 0699655-1:						566.86	.00					
219	FERGUSON ENTERPRISES INC	0701049		<u>LAGOON VALVE PARTS, T.FLEMING, NOV.'18</u>	11/15/2018	250.00	.00	<u>21-6150 M & R - SYSTEM</u>	0	11/18		
Total 0701049:						250.00	.00					
Total FERGUSON ENTERPRISES INC:						1,327.60	.00					
GALENA CONSULTING INC												
1973	GALENA CONSULTING INC	11192018G		<u>IMPACT FEES ANALYSIS FOR KUNA POLICE DEPARTMENT, CHIEF J. MCDANIEL, NOV.'18</u>	11/19/2018	2,000.00	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	1003	11/18		
Total 11192018G:						2,000.00	.00					
Total GALENA CONSULTING INC:						2,000.00	.00					
GEM STATE TRUSS CO LLC												

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1838	GEM STATE TRUSS CO LLC	GST0732		<u>TRUSSES FOR PUMP HOUSE SHED, SPLASH PAD, OCT.'18</u>	10/30/2018	717.90	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1067	11/18		
Total GST0732:						717.90	.00					
1838	GEM STATE TRUSS CO LLC	GST0733		<u>TRUSSES FOR PUMP HOUSE, SPLASH PAD, OCT.'18</u>	10/30/2018	612.78	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1067	11/18		
Total GST0733:						612.78	.00					
Total GEM STATE TRUSS CO LLC:						1,330.68	.00					
HYDRO LOGIC, INC.												
1314	HYDRO LOGIC, INC.	10282018H		<u>GEOTECHNICAL CONSULTATION, SERVICE FROM MAR - OCT.'18, P.STEVENS, OCT.'18</u>	10/28/2018	5,760.00	.00	<u>20-6202 PROFESSIONAL SERVICES</u>	0	11/18		
Total 10282018H:						5,760.00	.00					
1314	HYDRO LOGIC, INC.	11172018H		<u>GEOTECHNICAL CONSULTATION, B.BACHMAN, NOV.'18</u>	11/17/2018	4,852.50	.00	<u>20-6202 PROFESSIONAL SERVICES</u>	0	11/18		
Total 11172018H:						4,852.50	.00					
Total HYDRO LOGIC, INC.:						10,612.50	.00					
IDAHO HUMANE SOCIETY												
833	IDAHO HUMANE SOCIETY	11/2018		<u>CONTRACT SERVICES, OCT 2018-SEPT 2019</u>	11/27/2018	5,833.33	.00	<u>01-6005 ANIMAL CONTROL SERVICES</u>	0	11/18		
Total 11/2018:						5,833.33	.00					
Total IDAHO HUMANE SOCIETY:						5,833.33	.00					
IDAHO POWER CO												

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38	IDAHO POWER CO	11302018I		<u>ELECTRIC SERVICE FOR NOVEMBER 2018 - ADMIN</u>	11/30/2018	253.43	.00	<u>01-6290 UTILITIES</u>	0	11/18		
38	IDAHO POWER CO	11302018I		<u>ELECTRIC SERVICE FOR NOVEMBER 2018 - P&Z</u>	11/30/2018	27.91	.00	<u>01-6290 UTILITIES</u>	1003	11/18		
38	IDAHO POWER CO	11302018I		<u>ELECTRIC SERVICE FOR NOVEMBER 2018 - SENIOR CENTER</u>	11/30/2018	280.35	.00	<u>01-6290 UTILITIES</u>	1001	11/18		
38	IDAHO POWER CO	11302018I		<u>ELECTRIC SERVICE FOR NOVEMBER 2018 - STREET LIGHTS</u>	11/30/2018	6,839.21	.00	<u>01-6290 UTILITIES</u>	1002	11/18		
38	IDAHO POWER CO	11302018I		<u>ELECTRIC SERVICE FOR NOVEMBER 2018 - PARKS</u>	11/30/2018	724.41	.00	<u>01-6290 UTILITIES</u>	1004	11/18		
38	IDAHO POWER CO	11302018I		<u>ELECTRIC SERVICE FOR NOVEMBER 2018 - WATER</u>	11/30/2018	7,074.77	.00	<u>20-6290 UTILITIES EXPENSE</u>	0	11/18		
38	IDAHO POWER CO	11302018I		<u>ELECTRIC SERVICE FOR NOVEMBER 2018 - SEWER</u>	11/30/2018	18,352.59	.00	<u>21-6290 UTILITIES EXPENSE</u>	0	11/18		
38	IDAHO POWER CO	11302018I		<u>ELECTRIC SERVICE FOR NOVEMBER 2018 - FARM</u>	11/30/2018	264.84	.00	<u>21-6090 FARM EXPENDITURES</u>	0	11/18		
38	IDAHO POWER CO	11302018I		<u>ELECTRIC SERVICE FOR NOVEMBER 2018 - P.I</u>	11/30/2018	1,069.29	.00	<u>25-6290 UTILITIES EXPENSE</u>	0	11/18		
Total 11302018I:						34,886.80	.00					
Total IDAHO POWER CO:						34,886.80	.00					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	1136092	7771	<u>AD#1837729, LEGAL PUBLICATION, FILE 18-06-S, RED CLOUD SUBDIVISION ANNEXATION WITH P & Z COMMISSION, T. BEHUNIN, NOV. '18</u>	11/21/2018	56.80	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	11/18		
1802	IDAHO PRESS TRIBUNE, LLC	1136092	7782	<u>AD#1837731, LEGAL NOTICE, FILE 18-06-AN, LEDGESTONE SUBDIVISION ANNEXATION PRE PLAT, J. HELLMAN, NOV. '18</u>	11/21/2018	61.24	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	11/18		

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Total 1136092:						118.04	.00					
1802	IDAHO PRESS TRIBUNE, LLC	1136710	7791	<u>AD # 1837864, 1837869, 1837873, LEGAL PUBLICATION, ORDINANCE 2018-36, 38, & 39, A.WELKER, NOV.'18</u>	11/28/2018	123.04	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	11/18		
Total 1136710:						123.04	.00					
Total IDAHO PRESS TRIBUNE, LLC:						241.08	.00					
IDAHO STATE POLICE												
1509	IDAHO STATE POLICE	S9033453		<u>NEW EMPLOYEE BACKGROUND CHECK, T.RIVERA, NOV.'18</u>	11/08/2018	32.00	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	0	11/18		
Total S9033453:						32.00	.00					
1509	IDAHO STATE POLICE	S9037246		<u>NEW EMPLOYEE BACKGROUND CHECK, C.BLACK, NOV.'18</u>	11/08/2018	32.00	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	11/18		
Total S9037246:						32.00	.00					
1509	IDAHO STATE POLICE	S9038403		<u>NEW EMPLOYEE BACKGROUND CHECK, J.PEREZ, NOV.'18</u>	11/08/2018	32.00	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	11/18		
Total S9038403:						32.00	.00					
1509	IDAHO STATE POLICE	S9041843		<u>NEW EMPLOYEE FINGERPRINTING, D.WALTMAN, OCT.'18</u>	10/29/2018	10.00	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	0	11/18		
Total S9041843:						10.00	.00					
1509	IDAHO STATE POLICE	S9046876		<u>NEW EMPLOYEE FINGERPRINTING, D.ABBOTT, NOV.'18</u>	11/15/2018	10.00	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	1004	11/18		

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				MCCLELLAND'S OFFICE, ADDITIONAL LABOR, NOV.'18 - P & Z	11/11/2018	12.48	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	11/18		
1595	INTEGRINET SOLUTIONS, INC.	110836		PERFORMED PRO-ACTION MAINTENANCE PLUS CLEARED UP COMPUTER IN SEWER DEPARTMENT, DELIVERED IPADS TO CITY HALL, SPOKE WITH MS FOR A.MCCLELLANDS OFFICE, ADDITIONAL LABOR, NOV.'18 - WATER	11/11/2018	32.45	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	11/18		
1595	INTEGRINET SOLUTIONS, INC.	110836		PERFORMED PRO-ACTION MAINTENANCE PLUS CLEARED UP COMPUTER IN SEWER DEPARTMENT, DELIVERED IPADS TO CITY HALL, SPOKE WITH MS FOR A.MCCLELLANDS OFFICE, ADDITIONAL LABOR, NOV.'18 - SEWER	11/11/2018	32.45	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/18		
1595	INTEGRINET SOLUTIONS, INC.	110836		PERFORMED PRO-ACTION MAINTENANCE PLUS CLEARED UP COMPUTER IN SEWER DEPARTMENT, DELIVERED IPADS TO CITY HALL, AND SPOKE WITH MS FOR A.MCCLELLANDS OFFICE, ADDITIONAL LABOR, NOV.'18 - P.I	11/11/2018	12.48	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	11/18		
Total 110836:						460.80	.00					
1595	INTEGRINET SOLUTIONS, INC.	110947		PRO-ACTION SERVICE AND MAINTENANCE FOR DECEMBER 2018 - ADMIN	11/15/2018	304.95	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	11/18		
1595	INTEGRINET SOLUTIONS, INC.	110947		PRO-ACTION SERVICE AND MAINTENANCE FOR DECEMBER 2018 - P & Z	11/15/2018	108.91	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	11/18		
1595	INTEGRINET SOLUTIONS, INC.	110947		PRO-ACTION SERVICE AND MAINTENANCE FOR DECEMBER 2018 - WATER	11/15/2018	283.17	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	11/18		

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1595	INTEGRINET SOLUTIONS, INC.	110947		<u>PRO-ACTION SERVICE AND MAINTENANCE FOR DECEMBER 2018 - SEWER</u>	11/15/2018	283.17	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	11/18		
1595	INTEGRINET SOLUTIONS, INC.	110947		<u>PRO-ACTION SERVICE AND MAINTENANCE FOR DECEMBER 2018 - P.I</u>	11/15/2018	108.90	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	11/18		
Total 110947:						1,089.10	.00					
1595	INTEGRINET SOLUTIONS, INC.	111053		<u>SET UP NEW USER, D.WALTMAN, NOV.'18 - ADMIN</u>	11/18/2018	12.00	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	11/18		
1595	INTEGRINET SOLUTIONS, INC.	111053		<u>SET UP NEW USER, D.WALTMAN, NOV.'18 - WATER</u>	11/18/2018	16.61	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	11/18		
1595	INTEGRINET SOLUTIONS, INC.	111053		<u>SET UP NEW USER, D.WALTMAN, NOV.'18 - SEWER</u>	11/18/2018	16.61	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	11/18		
1595	INTEGRINET SOLUTIONS, INC.	111053		<u>SET UP NEW USER, D.WALTMAN, NOV.'18 - P.I</u>	11/18/2018	2.78	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	11/18		
1595	INTEGRINET SOLUTIONS, INC.	111053		<u>REMOVED OLD MAIL DATABASE ON CITY HALL SERVER, NOV.'18 - ADMIN</u>	11/18/2018	48.38	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	11/18		
1595	INTEGRINET SOLUTIONS, INC.	111053		<u>REMOVED OLD MAIL DATABASE ON CITY HALL SERVER, NOV.'18 - P & Z</u>	11/18/2018	17.28	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1003	11/18		
1595	INTEGRINET SOLUTIONS, INC.	111053		<u>REMOVED OLD MAIL DATABASE ON CITY HALL SERVER, NOV.'18 - WATER</u>	11/18/2018	44.93	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	11/18		
1595	INTEGRINET SOLUTIONS, INC.	111053		<u>REMOVED OLD MAIL DATABASE ON CITY HALL SERVER, NOV.'18 - SEWER</u>	11/18/2018	44.93	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	11/18		
1595	INTEGRINET SOLUTIONS, INC.	111053		<u>REMOVED OLD MAIL DATABASE ON CITY HALL SERVER, NOV.'18 - P.I</u>	11/18/2018	17.28	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	11/18		

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			P.I		11/09/2018	10.12	10.12	<u>25-6290 UTILITIES EXPENSE</u>	0	11/18	11/16/2018	
Total 4826346651012110818:						101.13	101.13					
Total INTERMOUNTAIN GAS CO:						316.28	316.28					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	11092018-111		<u>SANITATION RECEIPT TRANSFER 11/09-15/18</u>	11/16/2018	58,264.34	58,264.34	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	11/18	11/16/2018	
230	J & M SANITATION, INC.	11092018-111		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 11/09-15/18</u>	11/16/2018	-5,756.52	-5,756.52	<u>01-4170 FRANCHISE FEES</u>	0	11/18	11/16/2018	
Total 11092018-11152018:						52,507.82	52,507.82					
230	J & M SANITATION, INC.	11162018-112		<u>SANITATION RECEIPT TRANSFER 11/16-22/18</u>	11/26/2018	44,358.39	44,358.39	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	11/18	11/26/2018	
230	J & M SANITATION, INC.	11162018-112		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 11/16-22/18</u>	11/26/2018	-4,382.61	-4,382.61	<u>01-4170 FRANCHISE FEES</u>	0	11/18	11/26/2018	
Total 11162018-11222018:						39,975.78	39,975.78					
Total J & M SANITATION, INC.:						92,483.60	92,483.60					
JACK HENRY & ASSOCIATES, INC.												
1328	JACK HENRY & ASSOCIATES, INC.	2986116		<u>BANK FEES, NOV.'18 - ADMIN</u>	11/01/2018	32.70	.00	<u>01-6505 BANK FEES</u>	0	11/18		
1328	JACK HENRY & ASSOCIATES, INC.	2986116		<u>BANK FEES, NOV.'18 - P & Z</u>	11/01/2018	11.68	.00	<u>01-6505 BANK FEES</u>	1003	11/18		
1328	JACK HENRY & ASSOCIATES, INC.	2986116		<u>BANK FEES, NOV.'18 - WATER</u>	11/01/2018	30.36	.00	<u>20-6505 BANK FEES</u>	0	11/18		
1328	JACK HENRY & ASSOCIATES, INC.	2986116		<u>BANK FEES, NOV.'18 - SEWER</u>	11/01/2018	30.36	.00	<u>21-6505 BANK FEES</u>	0	11/18		

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1328	JACK HENRY & ASSOCIATES, INC.	2986116		<u>BANK FEES. NOV.'18 - P.I</u>	11/01/2018	11.68	.00	<u>25-6505 BANK FEES</u>	0	11/18		
Total 2986116:						116.78	.00					
Total JACK HENRY & ASSOCIATES, INC.:						116.78	.00					
KELLER ASSOCIATES, INC.												
429	KELLER ASSOCIATES, INC.	11072018K		<u>PROFESSIONAL SERVICES. 10/1-31/2018. LAGOON #7 SEEPAGE TEST</u>	11/07/2018	3,080.00	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	11/18		
Total 11072018K:						3,080.00	.00					
429	KELLER ASSOCIATES, INC.	11142018K		<u>PROFESSIONAL SERVICES 10/1-31/2018 - USER RATE/CONNECTION FEE STUDY - WATER</u>	11/14/2018	8,095.00	.00	<u>20-6202 PROFESSIONAL SERVICES</u>	0	11/18		
429	KELLER ASSOCIATES, INC.	11142018K		<u>PROFESSIONAL SERVICES FOR 10/1-31/20187. USER RATE/CONNECTION FEE STUDY - SEWER</u>	11/14/2018	8,095.00	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	11/18		
Total 11142018K:						16,190.00	.00					
429	KELLER ASSOCIATES, INC.	217070-000-00		<u>PROFESSIONAL SERVICES 10/1-31/2018 - ORCHARD REGIONAL LIFT STATION PROJECT</u>	11/14/2018	7,878.88	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	1104	11/18		
Total 217070-000-0000016:						7,878.88	.00					
Total KELLER ASSOCIATES, INC.:						27,148.88	.00					
KUNA JT. SCHOOL DISTRICT NO. 3												
199	KUNA JT. SCHOOL DISTRICT NO. 3	711		<u>FIBER OPTIC LEASE FOR NOVEMBER 2018 - ADMIN</u>	11/27/2018	84.00	.00	<u>01-6255 TELEPHONE</u>	0	11/18		
199	KUNA JT. SCHOOL DISTRICT NO. 3	711		<u>FIBER OPTIC LEASE FOR NOVEMBER 2018 - P & Z</u>	11/27/2018	30.00	.00	<u>01-6255 TELEPHONE</u>	1003	11/18		

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199	KUNA JT. SCHOOL DISTRICT NO. 3	711		<u>FIBER OPTIC LEASE FOR NOVEMBER 2018 - WATER</u>	11/27/2018	78.00	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	11/18		
199	KUNA JT. SCHOOL DISTRICT NO. 3	711		<u>FIBER OPTIC LEASE FOR NOVEMBER 2018 - SEWER</u>	11/27/2018	78.00	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	11/18		
199	KUNA JT. SCHOOL DISTRICT NO. 3	711		<u>FIBER OPTIC LEASE FOR NOVEMBER 2018 - P.I</u>	11/27/2018	30.00	.00	<u>25-6255 TELEPHONE EXPENSE</u>	0	11/18		
Total 711:						300.00	.00					
Total KUNA JT. SCHOOL DISTRICT NO. 3:						300.00	.00					
KUNA LUMBER												
499	KUNA LUMBER	B119150	7750	<u>1 BOX 2" FINISH NAILS FOR PARKS OFFICE, B.WITHROW, NOV.'18</u>	11/01/2018	11.24	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1173	11/18		
499	KUNA LUMBER	B119150		<u>1 BOX 3" FINISH NAILS FOR SPLASH PAD PUMP HOUSE, B.WITHROW, NOV.'18</u>	11/01/2018	17.99	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1067	11/18		
499	KUNA LUMBER	B119150		<u>NEW LIGHTS FOR THE SHOP, S.HOWELL, NOV.'18 - ADMIN</u>	11/01/2018	13.76	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	0	11/18		
499	KUNA LUMBER	B119150		<u>NEW LIGHTS FOR THE SHOP, S.HOWELL, NOV.'18 - WATER</u>	11/01/2018	5.50	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	11/18		
499	KUNA LUMBER	B119150		<u>NEW LIGHTS FOR THE SHOP, S.HOWELL, NOV.'18 - SEWER</u>	11/01/2018	5.50	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	11/18		
499	KUNA LUMBER	B119150		<u>NEW LIGHTS FOR THE SHOP, S.HOWELL, NOV.'18 - P.I</u>	11/01/2018	2.76	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	11/18		
499	KUNA LUMBER	B119150		<u>SPRAY BLACK LEAK SEALER, CABINET KNOBS, PARTS TO REPAIR SINK AND URINAL, S.HOWELL, NOV.'18 - ADMIN</u>	11/01/2018	21.71	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	0	11/18		
499	KUNA LUMBER	B119150		<u>SPRAY BLACK SEALER, CABINET KNOBS, PARTS TO REPAIR SINK AND URINAL, S.HOWELL, NOV.'18 - P & Z</u>	11/01/2018	7.76	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1003	11/18		

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499	KUNA LUMBER	B119150		<u>SPRAY BLACK SEALER, CABINET KNOBS, PARTS TO REPAIR SINK AND URINAL, S.HOWELL, NOV.'18 - WATER</u>	11/01/2018	20.16	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	11/18		
499	KUNA LUMBER	B119150		<u>SPRAY BLACK SEALER, CABINET KNOBS, PARTS TO REPAIR SINK AND URINAL, S. HOWELL, NOV.'18 - SEWER</u>	11/01/2018	20.16	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	11/18		
499	KUNA LUMBER	B119150		<u>SPRAY BLACK SEALER, CABINET KNOBS, PARTS TO REPAIR SINK AND URINAL, S.HOWELL, NOV.'18 - P.I</u>	11/01/2018	7.76	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	11/18		
499	KUNA LUMBER	B119150		<u>PLASTIC ANCHORS AND HANDLE HOOKS FOR THE PLANT BROOM CLOSET, S.HOWELL, NOV.'18 - WATER</u>	11/01/2018	1.62	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	11/18		
499	KUNA LUMBER	B119150		<u>PLASTIC ANCHORS AND HANDLE HOOKS FOR THE TREATMENT PLANT BROOM CLOSET, S.HOWELL, NOV.'18 - SEWER</u>	11/01/2018	1.62	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	11/18		
499	KUNA LUMBER	B119150		<u>PLASTIC ANCHORS AND HANDLE HOOKS FOR THE TREATMENT PLANT BROOM CLOSET, S.HOWELL, NOV.'18 - P.I</u>	11/01/2018	.62	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	11/18		
499	KUNA LUMBER	B119150		<u>PART TO REPAIR STEAM TABLE VENT, S.HOWELL, NOV.'18 - SENIOR CENTER</u>	11/01/2018	2.69	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1001	11/18		
Total B119150:						140.85	.00					
499	KUNA LUMBER	B120634	7797	<u>SPARE KEYS FOR WELL HOUSES, J.COX, NOV.'18</u>	11/19/2018	4.48	.00	<u>20-6150 M & R - SYSTEM</u>	0	11/18		
Total B120634:						4.48	.00					
499	KUNA LUMBER	B120718	7805	<u>2 CANS OF SPRAY PAINT TO IDENTIFY TOOLS, T. SHAFFER, NOV. '18</u>	11/21/2018	8.62	.00	<u>21-6150 M & R - SYSTEM</u>	0	11/18		

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Total B120718:						8.62	.00					
499	KUNA LUMBER	B120808	7813	<u>STAPLES, ZIP TIES, FOR CHRISTMAS LIGHTS, M.MEADE, NOV.'18</u>	11/27/2018	26.04	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	11/18		
Total B120808:						26.04	.00					
Total KUNA LUMBER:						179.99	.00					
KWIK SILVER EMBROIDERY												
1769	KWIK SILVER EMBROIDERY	12625		<u>22 HOODIES FOR PLANT, C.OSWALD, NOV.'18</u>	11/13/2018	41.58	.00	<u>20-6285 UNIFORMS EXPENSE</u>	0	11/18		
1769	KWIK SILVER EMBROIDERY	12625		<u>22 HOODIES FOR TREATMENT PLANT, C.OSWALD, NOV.'18</u>	11/13/2018	41.58	.00	<u>21-6285 UNIFORMS EXPENSE</u>	0	11/18		
1769	KWIK SILVER EMBROIDERY	12625		<u>22 HOODIES FOR TREATMENT PLANT, C.OSWALD, NOV.'18</u>	11/13/2018	15.84	.00	<u>25-6285 UNIFORMS EXPENSE</u>	0	11/18		
Total 12625:						99.00	.00					
Total KWIK SILVER EMBROIDERY:						99.00	.00					
MISCELLANEOUS VENDORS 2												
1849	MISCELLANEOUS VENDORS 2	11022018WHA		<u>REIMBURSEMENT FOR PARKING, APA CONFERENCE, W. HOWELL, OCT. '18</u>	11/02/2018	101.20	101.20	<u>01-6265 TRAINING & SCHOOLING</u>	1003	11/18	11/21/2018	
Total 11022018WHA:						101.20	101.20					
1849	MISCELLANEOUS VENDORS 2	11172018 1959		<u>STEEL TOE BOOTS, REIMBURSEMENT, J.PEREZ, NOV.'18</u>	11/17/2018	150.00	.00	<u>21-6230 SAFETY TRAINING & EQUIPMENT</u>	0	11/18		
Total 11172018 195962 JP:						150.00	.00					

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1849	MISCELLANEOUS VENDORS 2	11202018JE		<u>REFUND PARK RENTAL FEE, NOV.'18</u>	11/26/2018	35.00	35.00	<u>01-4195 RENTAL INCOME</u>	1004	11/18	11/26/2018	
Total 11202018JE:						35.00	35.00					
Total MISCELLANEOUS VENDORS 2:						286.20	136.20					
NAMPA & MERIDIAN IRRIGATION DISTRICT												
1420	NAMPA & MERIDIAN IRRIGATION DISTRICT	12202018NMI		<u>FALL ASSESSMENT #5500X, MEMORY RANCH SUB NO 01 SEC 3 2N 1W</u>	12/01/2018	677.49	.00	<u>25-6116 IRRIGATION / WATER COSTS</u>	0	11/18		
Total 12202018NMID:						677.49	.00					
Total NAMPA & MERIDIAN IRRIGATION DISTRICT:						677.49	.00					
NEW YORK IRRIGATION DISTRICT												
83	NEW YORK IRRIGATION DISTRICT	12202018NYID		<u>FALL IRRIGATION ASSESSMENT, FOR MUNICIPAL POOLED LAND</u>	12/01/2018	2,369.76	.00	<u>25-6116 IRRIGATION / WATER COSTS</u>	0	11/18		
Total 12202018NYID:						2,369.76	.00					
Total NEW YORK IRRIGATION DISTRICT:						2,369.76	.00					
PAIGE MECHANICAL GROUP, INC.												
1654	PAIGE MECHANICAL GROUP, INC.	8677		<u>SOLIDS BUILDING HVAC REPAIRS, T.SHAFER, NOV.'18</u>	11/20/2018	300.00	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	11/18		
Total 8677:						300.00	.00					
1654	PAIGE MECHANICAL GROUP, INC.	8680		<u>FULL MAINTENANCE ON HVAC SYSTEMS, T.SHAFER, NOV.'18</u>	11/20/2018	1,310.00	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	11/18		
Total 8680:						1,310.00	.00					
Total PAIGE MECHANICAL GROUP, INC.:						1,610.00	.00					

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PARTS, INC.												
470	PARTS, INC.	177816	7732	<u>FRONT BRAKE PADS FOR TRUCK #23, S.HOWELL, NOV.'18</u>	10/25/2018	94.39	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	11/18		
Total 177816:						94.39	.00					
470	PARTS, INC.	178163	7739	<u>WIPER BLADES FOR TRUCK #24, M.MEADE, OCT.'18</u>	10/30/2018	34.66	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	11/18		
Total 178163:						34.66	.00					
470	PARTS, INC.	178561	7759	<u>BATTERY FOR TRUCK #9, PLUS CORE DEPOSIT, S.HOWELL, NOV.'18</u>	11/05/2018	140.12	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	11/18		
Total 178561:						140.12	.00					
470	PARTS, INC.	178607		<u>CORE DEPOSIT CREDIT FOR BATTERY PURCHASED ON INVOICE #178561, NOV.'18</u>	11/05/2018	-18.00	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	11/18		
Total 178607:						-18.00	.00					
470	PARTS, INC.	179271	7783	<u>WIPERS FOR TRUCK #1, S.HOWELL, NOV.'18</u>	11/15/2018	51.14	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	11/18		
470	PARTS, INC.	179271	7783	<u>AIR GAUGE FOR SHOP, S.HOWELL, NOV.'18 - ADMIN</u>	11/15/2018	7.52	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	0	11/18		
470	PARTS, INC.	179271	7783	<u>AIR GAUGE FOR SHOP, S.HOWELL, NOV.'18 - WATER</u>	11/15/2018	3.00	.00	<u>20-6150 M & R - SYSTEM</u>	0	11/18		
470	PARTS, INC.	179271	7783	<u>AIR GAUGE FOR SHOP, S.HOWELL, NOV.'18 - SEWER</u>	11/15/2018	3.00	.00	<u>21-6150 M & R - SYSTEM</u>	0	11/18		
470	PARTS, INC.	179271	7783	<u>AIR GAUGE FOR SHOP, S.HOWELL, NOV.'18 - P.I</u>	11/15/2018	1.50	.00	<u>25-6305 VEHICLE MAINTENANCE &</u>				

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								REPAIR	0	11/18		
	Total 179271:					66.16	.00					
470	PARTS, INC.	179540	7800	FUEL ADDITIVES (WINTERIZATION) FOR EQUIPMENT, M. MEADE, NOV. '18 - PARKS	11/20/2018	13.98	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	11/18		
	Total 179540:					13.98	.00					
470	PARTS, INC.	179549	7801	BATTERY FOR THE SPREADER, WARRANTY ADJUSTMENT ONLY, M.MEADE, NOV.'18	11/20/2018	19.35	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	11/18		
	Total 179549:					19.35	.00					
	Total PARTS, INC.:					350.66	.00					
PEAK ALARM COMPANY, INC												
1021	PEAK ALARM COMPANY, INC	898838		ALARM MONITORING FOR THE TREATMENT PLANT, SEPT- NOV.'18	09/01/2018	92.13	.00	21-6140 MAINT & REPAIR BUILDING	0	11/18		
	Total 898838:					92.13	.00					
1021	PEAK ALARM COMPANY, INC	916887		ALARM MONITORING FOR WELLS (SEGO PRAIRIE, SNOWHAWK, DANSKIN, BUTLER, BEST BATH, EL CAJON, & CEDAR), 12/1-31/18 - WATER	12/01/2018	211.72	.00	20-6140 MAINT. & REPAIR BUILDING	0	11/18		
1021	PEAK ALARM COMPANY, INC	916887		ALARM MONITORING FOR WELLS (SEGO PRAIRIE, SNOWHAWK, DANSKIN, BUTLER, BEST BATH, EL CAJON, & CEDAR), 12/1-31/18 - P.I	12/01/2018	52.93	.00	25-6140 MAINT & REPAIR BUILDING	0	11/18		

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Total 916887:						264.65	.00					
1021	PEAK ALARM COMPANY, INC	921143		<u>REPAIRS AT EL CAJON ALARM SYSTEM. B.BACHMAN, NOV.'18</u>	11/27/2018	264.16	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	11/18		
1021	PEAK ALARM COMPANY, INC	921143		<u>REPAIRS AT EL CAJON ALARM SYSTEM. B.BACHMAN, NOV.'18</u>	11/27/2018	66.04	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	11/18		
Total 921143:						330.20	.00					
1021	PEAK ALARM COMPANY, INC	921171		<u>12 NEW KEY CARDS FOR TREATMENT PLANT ACCESS. B.BACHMAN, NOV.'18</u>	11/27/2018	60.00	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	11/18		
Total 921171:						60.00	.00					
Total PEAK ALARM COMPANY, INC:						746.98	.00					
REXEL USA, INC.												
1613	REXEL USA, INC.	T817644	7780	<u>FUSES FOR HVAC SYSTEM, M.NADEAU, NOV.'18</u>	11/15/2018	58.18	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	11/18		
Total T817644:						58.18	.00					
Total REXEL USA, INC.:						58.18	.00					
TECHNOLOGY SOLUTIONS LLC												
1823	TECHNOLOGY SOLUTIONS LLC	3621		<u>ANNUAL ALARM MONITORING, CITY HALL, 10/1/18-9/30/19 - ADMIN</u>	10/01/2018	100.76	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	0	11/18		
1823	TECHNOLOGY SOLUTIONS LLC	3621		<u>ANNUAL ALARM MONITORING, CITY HALL, 10/1/18-9/30/19 - P & Z</u>	10/01/2018	35.99	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1003	11/18		
1823	TECHNOLOGY SOLUTIONS LLC	3621		<u>ANNUAL ALARM MONITORING, CITY HALL, 10/1/18-9/30/18 - WATER</u>	10/01/2018	93.57	.00	<u>20-6150 M & R - SYSTEM</u>	0	11/18		

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1823	TECHNOLOGY SOLUTIONS LLC	3621		<u>ANNUAL ALARM MONITORING, CITY HALL, 10/1/18-9/30/19 - SEWER</u>	10/01/2018	93.57	.00	<u>21-6150 M & R - SYSTEM</u>	0	11/18		
1823	TECHNOLOGY SOLUTIONS LLC	3621		<u>ANNUAL ALARM MONITORING, CITY HALL, 10/1/18-9/30/19 - P.I</u>	10/01/2018	35.99	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	11/18		
Total 3621:						359.88	.00					
Total TECHNOLOGY SOLUTIONS LLC:						359.88	.00					
THE HOUSING COMPANY												
1971	THE HOUSING COMPANY	LD001		<u>WRIGHT BROTHERS REPLACED GRAVITY IRRIGATION LINE, SHARED COSTS, NOV.'18</u>	11/26/2018	5,453.00	.00	<u>25-6020 CAPITAL IMPROVEMENTS</u>	0	11/18		
Total LD001:						5,453.00	.00					
Total THE HOUSING COMPANY:						5,453.00	.00					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:05791756	7799	<u>1 CASE COFFEE, 2 CANISTERS CREAMER, 2 CANISTERS SUGAR, CITY HALL, NOV.'18</u>	11/20/2018	66.50	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	11/18		
Total 2160:05791756:						66.50	.00					
992	TREASURE VALLEY COFFEE	2160:05846643	7789	<u>4 EA. 5-GALLON BOTTLES OF WATER, 2 SLEEVES PAPER CUPS, 1 CASE COFFEE, 3 CANISTERS SUGAR, 1 WATER COOLER RENTAL, TREATMENT PLANT, NOV.'18 - WATER</u>	11/16/2018	39.85	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	11/18		
992	TREASURE VALLEY COFFEE	2160:05846643	7789	<u>4 EA. 5-GALLON BOTTLES OF WATER, 2 SLEEVES PAPER CUPS, 1 CASE COFFEE, 3 CANISTERS SUGAR, 1 WATER COOLER RENTAL, TREATMENT PLANT, NOV.'18 - SEWER</u>	11/16/2018	39.84	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	11/18		

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992	TREASURE VALLEY COFFEE	2160:05846643		<u>4 EA. 5-GALLON BOTTLES OF WATER. 2 SLEEVES PAPER CUPS. 1 CASE COFFEE. 3 CANISTERS SUGAR. 1 WATER COOLER RENTAL. TREATMENT PLANT. NOV.'18 - P.I</u>	11/16/2018	15.18	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	11/18		
Total 2160:05846643:						94.87	.00					
Total TREASURE VALLEY COFFEE:						161.37	.00					
U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)												
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	371238742		<u>COPIER CONTRACT #500-0519539-000. MODEL #MPC4504EX. SERIAL #C737M540938 & C737M540155. NOV.'18 - ADMIN</u>	12/01/2018	115.60	.00	<u>01-6212 RENT-EQUIPMENT</u>	0	11/18		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	371238742		<u>COPIER CONTRACT #500-0519539-000. MODEL #MPC4504EX. SERIAL #C737M540938 & C737M540155. NOV.'18 - P & Z</u>	12/01/2018	41.29	.00	<u>01-6212 RENT-EQUIPMENT</u>	1003	11/18		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	371238742		<u>COPIER CONTRACT #500-0519539-000. MODEL #MPC4504EX. SERIAL #C737M540938 & C737M540155. NOV.'18 - WATER</u>	12/01/2018	107.34	.00	<u>20-6212 RENT - EQUIPMENT</u>	0	11/18		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	371238742		<u>COPIER CONTRACT #500-0519539-000. MODEL #MPC4504EX. SERIAL #C737M540938 & C737M540155. NOV.'18 - SEWER</u>	12/01/2018	107.34	.00	<u>21-6212 RENT-EQUIPMENT</u>	0	11/18		
1891	U.S. BANK NATIONAL ASSOC (EQUIP FINANCE)	371238742		<u>COPIER CONTRACT #500-0519539-000. MODEL #MPC4504EX. SERIAL #C737M540938 & C737M540155. NOV.'18 - P.I</u>	12/01/2018	41.28	.00	<u>25-6212 RENT - EQUIPMENT</u>	0	11/18		
Total 371238742:						412.85	.00					
Total U.S. BANK NATIONAL ASSOC (EQUIP FINANCE):						412.85	.00					

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UNITED OIL												
316	UNITED OIL	262481	7592	<u>UNLEADED GASOLINE, T.SHAFFER, SEPT.'18</u>	09/25/2018	4,085.55	4,085.55	<u>21-6300 FUEL</u>	0	11/18	11/16/2018	
Total 262481:						4,085.55	4,085.55					
316	UNITED OIL	378463	7662	<u>1500 GALLONS OF DIESEL, T.SHAFFER, OCT.'18</u>	10/03/2018	2,486.48	2,486.48	<u>21-6300 FUEL</u>	0	11/18	11/16/2018	
Total 378463:						2,486.48	2,486.48					
316	UNITED OIL	655637 & 6558		<u>UNWAIVABLE LATE CHARGES, NOV.'18</u>	11/30/2018	93.26	.00	<u>21-6300 FUEL</u>	0	11/18		
Total 655637 & 655817:						93.26	.00					
Total UNITED OIL:						6,665.29	6,572.03					
UTILITY REFUND #6												
1951	UTILITY REFUND #6	150560.04A		<u>JOSHUA YOUNG, 1270 N ANDREW DR, UTILITY REFUND</u>	11/15/2018	213.78	.00	<u>99-1075 Utility Cash Clearing</u>	0	11/18		
Total 150560.04A:						213.78	.00					
1951	UTILITY REFUND #6	160150.02		<u>SHELLEY COOK, 1445 N CATERPILLAR AVE, UTILITY REFUND</u>	11/20/2018	80.44	.00	<u>99-1075 Utility Cash Clearing</u>	0	11/18		
Total 160150.02:						80.44	.00					
1951	UTILITY REFUND #6	163050.02		<u>DIANA Y STADING, 323 E LINMAR DR, UTILITY REFUND</u>	11/20/2018	240.00	.00	<u>99-1075 Utility Cash Clearing</u>	0	11/18		
Total 163050.02:						240.00	.00					
1951	UTILITY REFUND #6	170340.01		<u>ROBERT G JR BALBI</u>	11/20/2018	140.99	.00	<u>99-1075 Utility Cash Clearing</u>	0	11/18		

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Total 170340.01:						140.99	.00					
1951	UTILITY REFUND #6	173535.02		<u>CHRYS L OLDENBURG, 1965 W STONY DESERT ST, UTILITY REFUND</u>	11/15/2018	1.17	.00	<u>99-1075 Utility Cash Clearing</u>	0	11/18		
Total 173535.02:						1.17	.00					
1951	UTILITY REFUND #6	174025.01A		<u>CBH HOMES, 1062 S RED SAND AVE, UTILITY REFUND</u>	11/26/2018	58.76	.00	<u>99-1075 Utility Cash Clearing</u>	0	11/18		
Total 174025.01A:						58.76	.00					
1951	UTILITY REFUND #6	174108.01A		<u>CBH HOMES, 1691 W SAHARA DR, UTILITY REFUND</u>	11/26/2018	58.76	.00	<u>99-1075 Utility Cash Clearing</u>	0	11/18		
Total 174108.01A:						58.76	.00					
1951	UTILITY REFUND #6	175014.01A		<u>CBH HOMES, 350 S ROCKER AVE, UTILITY REFUND</u>	11/26/2018	48.32	.00	<u>99-1075 Utility Cash Clearing</u>	0	11/18		
Total 175014.01A:						48.32	.00					
1951	UTILITY REFUND #6	175028.01A		<u>CBH HOMES, 287 S ROCKER AVE, UTILITY REFUND</u>	11/26/2018	48.32	.00	<u>99-1075 Utility Cash Clearing</u>	0	11/18		
Total 175028.01A:						48.32	.00					
1951	UTILITY REFUND #6	183160.01		<u>DAVID J PERA, 1139 W KESLER DR, UTILITY REFUND</u>	11/19/2018	22.18	.00	<u>99-1075 Utility Cash Clearing</u>	0	11/18		
Total 183160.01:						22.18	.00					
1951	UTILITY REFUND #6	200740.02A		<u>REBECCA BARROW, 300 E SNOWY OWL ST, UTILITY REFUND</u>	11/26/2018	151.70	.00	<u>99-1075 Utility Cash Clearing</u>	0	11/18		

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Total 200740.02A:						151.70	.00					
1951	UTILITY REFUND #6	210430.01		<u>CHRIS W EARLS, 525 E BLACK HAWK CT, UTILITY REFUND</u>	11/15/2018	84.36	.00	<u>99-1075 Utility Cash Clearing</u>	0	11/18		
Total 210430.01:						84.36	.00					
1951	UTILITY REFUND #6	220450.02		<u>RYAN MILLER, 1087 S NEW SUMMER AVE, UTILITY REFUND</u>	11/20/2018	90.63	.00	<u>99-1075 Utility Cash Clearing</u>	0	11/18		
Total 220450.02:						90.63	.00					
1951	UTILITY REFUND #6	222008.01		<u>AUTUMN GOLD SENIOR SERVICES, 737 S WISTON AVE, UTILITY REFUND</u>	11/19/2018	65.07	.00	<u>99-1075 Utility Cash Clearing</u>	0	11/18		
Total 222008.01:						65.07	.00					
1951	UTILITY REFUND #6	230465.03B		<u>JAMES AARON BILLINGS, 704 S WILLOW SPRINGS PL, UTILITY REFUND</u>	11/26/2018	78.75	.00	<u>99-1075 Utility Cash Clearing</u>	0	11/18		
Total 230465.03B:						78.75	.00					
1951	UTILITY REFUND #6	250400.02A		<u>KSA PROPERTIES, 628 W BACKPACK ST, UTILITY REFUND</u>	11/26/2018	82.42	.00	<u>99-1075 Utility Cash Clearing</u>	0	11/18		
Total 250400.02A:						82.42	.00					
1951	UTILITY REFUND #6	250500.02		<u>DAVID LOPEZ, 758 W LUNCHBOX ST, UTILITY REFUND</u>	11/15/2018	157.49	.00	<u>99-1075 Utility Cash Clearing</u>	0	11/18		
Total 250500.02:						157.49	.00					

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1951	UTILITY REFUND #6	253005.02A		<u>PATRICK D WHITE, 1013 S CHALKBOARD PL, UTILITY REFUND</u>	11/26/2018	74.03	.00	<u>99-1075 Utility Cash Clearing</u>	0	11/18		
Total 253005.02A:						74.03	.00					
1951	UTILITY REFUND #6	268001.01A		<u>CBH HOMES, 1777 N THISTLE DR, UTILITY REFUND</u>	11/26/2018	59.67	.00	<u>99-1075 Utility Cash Clearing</u>	0	11/18		
Total 268001.01A:						59.67	.00					
1951	UTILITY REFUND #6	277043.01A		<u>CBH HOMES, 2562 N IDITAROD WAY, UTILITY REFUND</u>	11/26/2018	58.76	.00	<u>99-1075 Utility Cash Clearing</u>	0	11/18		
Total 277043.01A:						58.76	.00					
1951	UTILITY REFUND #6	277319.01A		<u>CBH HOMES, 362 W SCREECH OWL DR, UTILITY REFUND</u>	11/26/2018	48.32	.00	<u>99-1075 Utility Cash Clearing</u>	0	11/18		
Total 277319.01A:						48.32	.00					
1951	UTILITY REFUND #6	277323.01A		<u>CBH HOMES, 397 W SCREECH OWL DR, UTILITY REFUND</u>	11/26/2018	48.32	.00	<u>99-1075 Utility Cash Clearing</u>	0	11/18		
Total 277323.01A:						48.32	.00					
1951	UTILITY REFUND #6	277329.01A		<u>CBH HOMES, 289 W SCREECH OWL DR, UTILITY REFUND</u>	11/26/2018	48.32	.00	<u>99-1075 Utility Cash Clearing</u>	0	11/18		
Total 277329.01A:						48.32	.00					
1951	UTILITY REFUND #6	278124.01		<u>CBH HOMES, 3061 W PEAR APPLE ST, UTILITY REFUND</u>	11/20/2018	66.00	.00	<u>99-1075 Utility Cash Clearing</u>	0	11/18		
Total 278124.01:						66.00	.00					

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1951	UTILITY REFUND #6	278131.01A		<u>CBH HOMES, 3088 W PEAR APPLE ST. UTILITY REFUND</u>	10/16/2018	45.40	45.40	99-1075 Utility Cash Clearing	0	11/18	11/21/2018	
Total 278131.01A:						45.40	45.40					
1951	UTILITY REFUND #6	278131.01B		<u>CBH HOMES, 3088 W PEAR APPLE ST. UTILITY REFUND</u>	11/26/2018	48.32	.00	99-1075 Utility Cash Clearing	0	11/18		
Total 278131.01B:						48.32	.00					
1951	UTILITY REFUND #6	280500.01		<u>SUNRISE HOMES, 2160 N FIRE OPAL AVE. UTILITY REFUND</u>	11/20/2018	69.22	.00	99-1075 Utility Cash Clearing	0	11/18		
Total 280500.01:						69.22	.00					
1951	UTILITY REFUND #6	290350.01		<u>MITCHELL A JAURENA, 7776 S OLD FARM LN. UTILITY REFUND</u>	11/20/2018	12.05	.00	99-1075 Utility Cash Clearing	0	11/18		
Total 290350.01:						12.05	.00					
1951	UTILITY REFUND #6	302127.01		<u>KW HOMES, 1099 E ANDES DR, UTILITY REFUND</u>	11/20/2018	31.16	.00	99-1075 Utility Cash Clearing	0	11/18		
Total 302127.01:						31.16	.00					
1951	UTILITY REFUND #6	303028.01A		<u>HUBBLE HOMES, 974 E FIRESTONE DR, UTILITY REFUND</u>	10/12/2018	3.98	3.98	99-1075 Utility Cash Clearing	0	11/18	11/21/2018	
Total 303028.01A:						3.98	3.98					
1951	UTILITY REFUND #6	303213.01		<u>HUBBLE HOMES, 1155 E JACK CREEK ST. UTILITY REFUND</u>	11/15/2018	59.39	.00	99-1075 Utility Cash Clearing	0	11/18		
Total 303213.01:						59.39	.00					

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1951	UTILITY REFUND #6	310137.01A		<u>TIMBERMIST LLC, 1449 W SAGWON DR, UTILITY REFUND</u>	11/26/2018	58.76	.00	99-1075 Utility Cash Clearing	0	11/18		
Total 310137.01A:						58.76	.00					
1951	UTILITY REFUND #6	310217.01A		<u>TOLL BROS, 9417 S UPDALE AVE, UTILITY REFUND</u>	11/26/2018	58.76	.00	99-1075 Utility Cash Clearing	0	11/18		
Total 310217.01A:						58.76	.00					
1951	UTILITY REFUND #6	310221.01		<u>TOLL BROS, 9481 S UPDALE AVE, UTILITY REFUND</u>	11/15/2018	48.73	.00	99-1075 Utility Cash Clearing	0	11/18		
Total 310221.01:						48.73	.00					
1951	UTILITY REFUND #6	310228.01		<u>TOLL BROS, 1461 W SOLDOTNA DR, UTILITY REFUND</u>	11/19/2018	5.83	.00	99-1075 Utility Cash Clearing	0	11/18		
Total 310228.01:						5.83	.00					
1951	UTILITY REFUND #6	310229.01A		<u>TOLL BROS, 1445 W SOLDOTNA DR, UTILITY REFUND</u>	11/26/2018	48.32	.00	99-1075 Utility Cash Clearing	0	11/18		
Total 310229.01A:						48.32	.00					
1951	UTILITY REFUND #6	310307.01A		<u>TOLL BROS, 893 W SAGWON DR, UTILITY REFUND</u>	11/26/2018	48.32	.00	99-1075 Utility Cash Clearing	0	11/18		
Total 310307.01A:						48.32	.00					
1951	UTILITY REFUND #6	310336.01		<u>TOLL BROS, 9274 S ORENBURG AVE, UTILITY REFUND</u>	11/19/2018	7.39	.00	99-1075 Utility Cash Clearing	0	11/18		

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Total 310336.01:						7.39	.00					
1951	UTILITY REFUND #6	310338.01A		<u>TOLL BROS. 9293 S RUSSELL AVE. UTILITY REFUND</u>	11/26/2018	58.76	.00	99-1075 Utility Cash Clearing	0	11/18		
Total 310338.01A:						58.76	.00					
1951	UTILITY REFUND #6	310339.01A		<u>TOLL BROS. 9317 S RUSSELL AVE. UTILITY REFUND</u>	11/26/2018	58.76	.00	99-1075 Utility Cash Clearing	0	11/18		
Total 310339.01A:						58.76	.00					
1951	UTILITY REFUND #6	310346.01		<u>TOLL BROS. 9272 S RUSSELL AVE. UTILITY REFUND</u>	11/15/2018	7.94	.00	99-1075 Utility Cash Clearing	0	11/18		
Total 310346.01:						7.94	.00					
1951	UTILITY REFUND #6	310349.01		<u>TOLL BROS. 9319 S FIDALGO AVE. UTILITY REFUND</u>	11/20/2018	66.10	.00	99-1075 Utility Cash Clearing	0	11/18		
Total 310349.01:						66.10	.00					
1951	UTILITY REFUND #6	320003.01		<u>HAYDEN HOMES, 1485 N STEENS AVE. UTILITY REFUND</u>	11/20/2018	14.79	.00	99-1075 Utility Cash Clearing	0	11/18		
Total 320003.01:						14.79	.00					
1951	UTILITY REFUND #6	60608.02		<u>CAROL A DAHLIN, 572 N LOCUST AVE. UTILITY REFUND</u>	11/19/2018	8.47	.00	99-1075 Utility Cash Clearing	0	11/18		
Total 60608.02:						8.47	.00					
1951	UTILITY REFUND #6	70080.02		<u>KELLY GAY, 909 N PILAR CT, UTILITY REFUND</u>	11/16/2018	68.92	68.92	99-1075 Utility Cash Clearing	0	11/18	11/16/2018	

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 70080.02:						68.92	68.92					
Total UTILITY REFUND #6:						2,855.93	118.30					
VALLI INFORMATION SYSTEMS, INC												
857	VALLI INFORMATION SYSTEMS, INC	50039		<u>POSTAGE, ESTATEMENTS, IMAGING, OCT.'18 - ADMIN</u>	11/16/2018	954.70	.00	<u>01-6190 POSTAGE & BILLING</u>	0	11/18		
857	VALLI INFORMATION SYSTEMS, INC	50039		<u>POSTAGE, ESTATEMENTS, IMAGING, OCT.'18 - WATER</u>	11/16/2018	1,500.25	.00	<u>20-6190 POSTAGE & BILLING</u>	0	11/18		
857	VALLI INFORMATION SYSTEMS, INC	50039		<u>POSTAGE, ESTATEMENTS, IMAGING, OCT.'18 - SEWER</u>	11/16/2018	1,500.25	.00	<u>21-6190 POSTAGE & BILLING</u>	0	11/18		
857	VALLI INFORMATION SYSTEMS, INC	50039		<u>POSTAGE, ESTATEMENTS, IMAGING, OCT.'18 - P.I</u>	11/16/2018	591.00	.00	<u>25-6190 POSTAGE & BILLING</u>	0	11/18		
Total 50039:						4,546.20	.00					
Total VALLI INFORMATION SYSTEMS, INC:						4,546.20	.00					
Grand Totals:						228,041.57	99,684.01					

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Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

**RESOLUTION NO. R91-2018
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY TOLL BROTHERS, INC., FOR THE WINFIELD SPRINGS PHASE 2 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING, FENCING AND STREET LIGHTS PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS Winfield Springs No. 2 exists as part of an approved preliminary plat; and

WHEREAS construction plans for Winfield Springs No. 2 were approved by the Kuna City Engineer on May 4, 2018; and

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

WHEREAS the landscaping, fencing and street lights have not been completed for Winfield Springs No. 2 according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the landscaping completion has been estimated at one hundred sixty-two thousand eleven dollars and eighty-eight cents (\$162,011.88) adding 25% for a total of two hundred two thousand five hundred fourteen dollars and eighty-five cents (\$202,514.85); and

WHEREAS the fencing completion has been estimated at eighty-seven thousand six hundred thirty-nine dollars and sixty cents (\$87,639.60) adding 25% for a total of one hundred nine thousand five hundred forty-nine dollars and fifty cents (\$109,549.50); and

WHEREAS the street light completion has been estimated at thirty-eight thousand and four hundred dollars (\$38,400.00) adding 25% for a total of forty-eight thousand dollars (\$48,000.00); and

WHEREAS developer desires to record the final plat for Winfield Springs No. 2 prior to completion of construction; and

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

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Kuna City Engineer is hereby authorized to accept an irrevocable standby Letter of Credit in lieu of construction for Winfield Springs under the following terms and conditions:

1. All bids amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna

City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;

3. The face amount of the Letter of Credit is at least three hundred sixty thousand and sixty-four dollars and thirty-five cents (\$360,064.35);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 4th day of December, 2018.

APPROVED BY THE MAYOR of Kuna, Idaho this 4th day of December, 2018.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CITY OF KUNA IMPROVEMENT AGREEMENT (CASH BOND)

THIS AGREEMENT is made by and between TOLL BROTHERS, INC (hereinafter “Developer”); whose address is 3103 W Sheryl Drive- Suite 100, Meridian, Idaho 83642, and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter “City”); whose address is Post Office Box 13, Kuna, Idaho 83634.

WHEREAS, Developer desires to record its final plat for Phase No. 2 of the development known as Winfield Springs, (“Development”) located in the City of Kuna; and

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

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following:
 - a. Approved Street Light Plan, of the Construction Plans for Winfield Springs Phase No. 2 and the associated bid for the Street Lights by Southern Idaho Electric Inc.,
 - b. Approved Landscape Plan for Winfield Springs Phase No. 2 and the associated Bid for Landscaping by Idaho Site Works, LLC,
 - c. Approved Fence Plan for Winfield Springs Phase No. 2 and the associated Bid for Fencing by Butte Fence, Inc.,

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

2. Cash Deposit. Developer has executed and delivered to City cash, cashier’s check or wired funds (City to provide financial institution information upon execution of agreement) to the City’s trust account in the aggregate amount of three hundred sixty thousand sixty-four dollars and thirty-five cents (\$360,064.35), for deposit with City in its accounts (the “Cash Deposit”), which includes:
 - a. The initial City Engineer or Public Works Director’s estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the sub-divider's contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;
 - b. To that total, the following additional sums may be added upon the following considerations:

- i. Three (3) to ten (10) percent for inflation; ten (10) to fifteen (15) percent for the City's bidding disadvantage; and twelve (12) percent to twenty (20) percent for city project management as determined by the City Engineer or Public Works Director.
3. The Developer and City stipulate the amount to be a reasonable estimate, pursuant to Kuna City Code.
4. If construction of all financially pledged improvements are not completed within one hundred twenty (120) days following the date of recordation of the final plat, no further building permits shall be issued by the City until final completion of all improvements has occurred and the City has inspected and approved them. However, if the remaining improvements are not completed within the one hundred twenty-day period, through no fault of the Developer, the City Engineer or Public Works Director may grant a one-time, one hundred twenty-day (120) time extension. The determination of what may be considered a "no fault circumstance" shall be determined by the City Engineer or Public Works Director.
5. Refund or Withdrawal. City may withdraw funds from Cash Deposit if (1) Improvements are not completed as required by this Agreement within the time period specified in Paragraph 6, or if (2) Improvements are not installed strictly in accordance with Paragraph 1 and written notice of the deficiency has been given to Developer, who has failed to remedy the deficiency within ten (10) days after the notice is sent. In said event, City may withdraw funds from Cash Deposit both (1) those amounts necessary to either complete Improvements as required herein or alter or repair Improvements to conform to the requirements hereof, and (2) City's cost of administration incurred in obtaining Cash Deposit, including attorney's fees and court costs, which shall be deducted from any Cash Deposit. If the amount of Cash Deposit is inadequate to pay the cost of the completion of Improvements according to City's standards or specifications for whatever reason, including previous reductions, Developer shall be responsible for the deficiency and no further building permits shall be issued in the subdivision or development until Improvements are completed or, with City Council approval, a new, satisfactory security has been executed and delivered to City or other satisfactory arrangements have been made to insure completion of the remaining improvements.
6. Preliminary Release. At the time herein provided, but no later than at the time of final inspection and acceptance of all Improvements by City, City will authorize release of all funds comprising Cash Deposit, The release provided for in this paragraph shall occur when City certifies that Improvements are complete, which shall be when Improvements have been installed as required and fully inspected and approved by City, and after as-built drawings have been supplied as required.
7. Non-Release of Developer's Obligations. It is understood and agreed between the parties that the establishment and availability to City of Cash Deposit as herein provided, and any withdrawals there from by City shall not constitute a waiver or estoppel against City and shall not release or relieve Developer from its obligation to install and fully pay for Improvements as required in Paragraph 1 above, and the right of City to withdraw from

Cash Deposit shall not affect any rights and remedies of City against Developer for breach of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from Cash Deposit shall be paid by Developer, including administrative, engineering, legal, labor and materials and other procurement fees and costs.

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

- 17. Default. In the event either party hereto defaults in any of the covenants or agreements contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney’s fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.
- 18. Time of Essence. The parties agree that time is of the essence in the performance of all duties herein.
- 19. Exhibits. Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.
- 20. Amendment. Any amendment or modifications of this Agreement shall be made in writing, signed by the parties, and attached hereto.
- 21. Extension. The Bond Agreement and security for completion of Improvements described in Paragraph 1 may be extended by written modification of this Agreement only.
- 22. Change of Address. It is the obligation of Developer to provide an updated address should it change during the pendency of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this ____ day of December, 2018.

 By TOLL BROTHERS, INC
 General Partner

 City of Kuna, Idaho
 By Joe Stear
 Mayor

(seal)

STATE OF IDAHO)
) : SS
 County of Ada)

On this ____ day of December, 2018, before me _____, personally appeared _____ known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same as General Partner and on behalf of the TOLL BROTHERS, INC.

S
E
A
L

Notary Public for _____
My commission expires on _____

Project: Winfield Springs
Phase 2

Idaho Site Works, LLC
1123 12th Ave Rd #408
Nampa, ID 83686
Phone: 208-412-0173
Fax: 888-302-7705

9/24/2018
Page 1 of 2

PROJECT Proposal FOR: Winfield Springs
Phase 2

Base	DESCRIPTION	QTY	UNITS	COST
	Irrigation	1	LS	\$ 31,895.00
	Trees	159		\$ 32,212.88
	Plants	740		\$ 23,509.00
	Gabion Walls	540	Lnft	\$ 44,815.00
	Rock Mulch (placement only)	250	yds	\$ 12,400.00
	Fine Grade	83k	sqft	\$ 4,780.00
	SOD	26k	sqft	\$ 12,400.00
			TOTAL	\$ 162,011.88

Proposal expires 30 days from date listed above

Inclusions:

Landscape Irrigation –any mainline piping or valving, sleeving, sprinkler heads, controller - plants, trees, mulch, sod, gabion walls.

Exclusion: Any protection or repair or existing landscape, overtime, alternation or changes to existing irrigation system or PI system outside of construction limits, irrigation, excavation of water meter, power for pump station, power for sprinkler controller, any concrete work or curbing, repair or construction outside of limits as indicated on landscape plans, top soil import or placement, grading.

Landscape Planting

- All plant material is subject to availability and sizes (caliper and height) from Idaho Site Works choice of landscape nursery(s). If a specific plant or size is not available Architect/Owner to select from available substitutes.

Misc.

- Two (1) mobilization(s) for landscaping & one for sleeving has been included within the bid. Add \$1500 for each additional mobilization necessary.
- Installations by Idaho Site Works must commence on the entire site a minimum of 95 sequential workable days (excluding weekends & holidays) prior to time of completion. If the site is not made available as noted above, Idaho Site Works cannot guarantee nor be liable for completion of the work by stated completion date.
- All contract provision references to "payment when paid" or "payment if paid" are deleted. It is further agreed that all past-due amounts (in excess of 45 days) are due from the signers of this agreement., and are subject to a 1.5% per month

Confidential Acknowledgement: By reception of this document, said recipient, recipient agent, employee guarantee to not redistribute, verbally or written, neither details, parts or any contents of this document to any other party, agent, owner, without express written permission of Idaho Site Works, LLC.

Project: Winfield Springs
Phase 2

Idaho Site Works, LLC
1123 12th Ave Rd #408
Nampa, ID 83686
Phone: 208-412-0173
Fax: 888-302-7705

9/24/2018
Page 2 of 2

(18% per year) Service Charge plus all costs of collections including attorney's fees, if incurred.

- Idaho Site Works reserves the right to void all warranties expressed in the specifications due to abuse and/or neglect by the owner including, but not limited to: improper maintenance, improper site use, vandalism, acts of nature, inclement weather, etc.
- If necessary, add performance/payment bonds at 5% of completed contract amount.

Thank you for allowing Idaho Site Works, LLC to bid this project. Please feel free to contact us with any questions in these regards.

Respectfully,

Jordan Koyle
President

I _____ do hereby authorize Idaho Site Works, LLC to perform the work as outlined herein. I do likewise verify that I am an owner/agent for/of the above said project and do enter into this contract with Idaho Site Works, LLC as outlined above.

Sign here and return: _____

Date: _____

Quote



Butte Fence, Inc.

2049 E. Wilson Lane
Meridian, Idaho 83642
(p) 208-884-0203
(f) 208-884-8929

Order Number: 0061196
Order Date: 6/8/2018

Salesperson: 0001 Jared Bell
Customer Number: 10-COLEMAN

Sold To:

Coleman Communities, Inc.
3103 W Sheryl Drive, Ste. 100
Meridian, ID 83642

Ship To:

Coleman Communities, Inc.
3103 W Sheryl Drive, Ste. 100
Meridian, ID 83642

Phone: (208) 424-0020

Customer P.O.
Winfield 2

Ship VIA

F.O.B.

Terms
No Terms

Item Code		Unit	Ordered	Shipped	Price	Amount
Winfield Springs Phase 2						
PFVF6TGS	6' SAND T&G VINYL FENCE PER FOOT	EACH	3,094.00	0.00	14.95	46,255.30
VFC5S-SQ	5 SAND FLAT POST CAP	EA	525.98	0.00	COMPONENT	
VFK6S6-TG	6' SAND T/G PRIV 6'OC 7/8 X 6 T/G	EACH	464.10	0.00	COMPONENT	
VFK6S8-TG	6' SAND T/G 8'OC 7/8 X 6 T/G	EACH	61.88	0.00	COMPONENT	
VFP5.8S	5 X 5 X 8 SAND POST	EACH	525.98	0.00	COMPONENT	
PFVF4TGS	4' SAND T&G VINYL FENCE PER FOOT	EACH	110.00	0.00	11.50	1,265.00
VFC5S-SQ	5 SAND FLAT POST CAP	EA	18.70	0.00	COMPONENT	
VFK4S6-TG	4' SAND T/G 6'OC 7/8 X 6 T/G	EACH	16.50	0.00	COMPONENT	
VFK4S8-TG	4' SAND T/G 8'OC 7/8 X 6 T/G	EACH	2.20	0.00	COMPONENT	
VFP5.6S	5 X 5 X 6 SAND POST	EA	18.70	0.00	COMPONENT	
PFIF5WEST-3RAIL	5' WESTERN 3 RAIL per ft.	EACH	1,046.00	0.00	14.55	15,219.30
IFA2B-BRKT-END-RG	2" ROYAL GUARD END BRACKET	EACH	177.82	0.00	COMPONENT	
IFA2B-BRKT-LINE-RG	2" ROYAL GUARD LINE BRACKET	EACH	397.48	0.00	COMPONENT	
IFA2B-CAP	2" BLACK FLAT POST CAP	EACH	135.98	0.00	COMPONENT	
IFP2.7B	2 X 7 BLACK POST ORNAMENTAL IRON	EACH	135.98	0.00	COMPONENT	

Continued

Quote



Butte Fence, Inc.

2049 E. Wilson Lane
Meridian, Idaho 83642
(p) 208-884-0203
(f) 208-884-8929

Order Number: 0061196
Order Date: 6/8/2018

Salesperson: 0001 Jared Bell
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Ship To:

Coleman Communities, Inc.
3103 W Sheryl Drive, Ste. 100
Meridian, ID 83642

Phone:(208) 424-0020

Customer P.O.
Winfield 2

Ship VIA

F.O.B.

Terms
No Terms

Item Code

Unit

Ordered

Shipped

Price

Amount

IFP5B8-WEST-3RL-RG	5' WESTERN 3 RAIL 8' OC RACKABLE PANEL EACH	135.98	0.00	COMPONENT		
/INSTALLATION	PROFESSIONAL INSTALLATION	FEET	4,150.00	0.00	6.00	24,900.00

Net Order: 87,639.60
 Less Discount: 0.00
 Freight: 0.00
 Sales Tax: 0.00
Order Total: 87,639.60

PROPOSAL

SOUTHERN IDAHO ELECTRIC INC.
P.O. Box 182
Melba ID 83641
Ph- 208.495.2773
Fax-208.495.2780

Lee Van Schoiack

208.941.5750

ID Electrical Contractor
Public Works Electrical Contractor

27456
#15206-C-4(16000)

Proposal Submitted To:	COLEMAN HOMES	Phone#	Date:	5/9/2018
Street		Job Name:	WINFIELD SPRINGS #2	
City	State	Zip	Job Location:	KUNA, ID
Architect		Contact Phone:		

We here by submit specification and estimates for :

ELECTRICAL FOR STREET LIGHTS PER STREET PLAN

INLCUDES TRENCHING FOR CONDUIT, CONCRETE & REBAR FOR
POLE BASES, 8 - 25' LED SHOEBOX POLE LIGHTS, 4 - LED MAST ARM
POLE LIGHTS, SERVICE JUNCTION BOXES, BOXES, PHOTOCELLS,
& ELECTRICAL PERMIT

EXCLUDES ROCK EXCAVATION

We propose hereby to furnish material and labor-complete in accordance with above specification, for:

\$38,400.00 (\$) dollars

Payments to be made as follows: DRAWS

All material is guaranteed to be specified. All work is to be completed in a workman like manner according to standard practices. Any alteration or deviation form above specifications will be executed only upon written orders, and will become an extra charge over and above the estimated. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance

Authorized Signature LEE VAN SCHOIACK

NOTE: This proposal may withdrawn by us if not accepted with in 30 days.

ACCEPTANCE OF PROPOSAL:

The above prices, specification and conditions are satisfactory are hereby accepted. You authorized to do the work as specified. Payments will be made as outlined.

Signature _____

Signature _____

Date of Acceptance _____

TOLL BROS. , INC.		DESIGN FIRM: JUB Engineers		
PROJECT :	<i>Winfield Springs (Kuna Hill)</i>	PLAN DATE:	8/7/17	
PHASE:	2	REV. DATE:	N/A	
LD MGR:	<i>Michelle Ames</i>	Company:	Southern Idaho Electric Inc	
DATE:	<i>09/26/17</i>	Contact:	Lee Van Schoiack	
		Phone:	208-941-5750	
		Date:	5/9/2018	

DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL
CONCRETE				
STREET LIGHT INSTALLATION (INTERIOR)	EA	8	\$ 2,700.00	\$21,600.00
STREET LIGHT INSTALLATION (EXTERIOR WITH MAST ARM)	EA	4	\$ 4,200.00	\$16,800.00
SUBTOTAL				\$38,400.00
TOTAL				\$38,400.00



CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634

Bobby Withrow
Parks Director

Telephone (208) 639-5346
Email: BWithrow@kunaid.gov

MEMORANDUM

To: Mayor, City Council

From: Bobby Withrow

Subject: Parks House Parking Lot

Mayor and City Council,

Here is the contract between the City and JUB for doing the engineering and design of a parking lot at the Parks House at the end of Orchard. This is part of the Land Improvements Park Property we budgeted for.

Thank You,

Bobby Withrow
Parks Director

**RESOLUTION NO. R92-2018
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE “PROFESSIONAL SERVICES AGREEMENT” WITH JUB ENGINEERING, INC. FOR CITY OF KUNA PARKS DEPARTMENT BUILDING PARKING LOT DESIGN; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

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

Section 1. The “*Professional Services Agreement*” with JUB Engineering, Inc. for City of Kuna Parks Department Building Parking Lot Design, in substantially the format, as attached hereto as “**EXHIBIT A**” is hereby approved.

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

PASSED BY THE COUNCIL of Kuna, Idaho this 4th day of December, 2018.

APPROVED BY THE MAYOR of Kuna, Idaho this 4th day of December, 2018.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

CITY OF KUNA, IDAHO
PROFESSIONAL SERVICES AGREEMENT

This AGREEMENT is made between the City of Kuna, Idaho, a political subdivision of the State of Idaho, herein "*KUNA*" and J-U-B ENGINEERS, Inc., herein "*CONTRACTOR*".

THE PARTIES AGREE AS FOLLOWS:

1. SCOPE OF WORK:

KUNA engages *CONTRACTOR* to perform services as identified and explained on **Exhibit "A"** Scope of Services, Schedule, and **Attachment "1"** Basis of Fee.

It is understood and agreed by the parties that the services of the *CONTRACTOR* do not include any of the following: the disbursement or accounting of funds distributed by *KUNA*'s financial officer, legal advice, fiscal audits, or assistance with activities not related to the ICDBG project.

2. KUNA'S RESPONSIBILITIES:

1. *KUNA* agrees to provide *CONTRACTOR* with information as to *KUNA*'s requirements for the *Project*, including design objectives, performance requirements, and other documents in its possession, or reasonably obtainable.
2. *KUNA* agrees to obtain, arrange and pay for all advertisements for bids, permits and licenses, and similar fees and charges required, and provide all land, easements, rights-of-ways and access necessary for *CONTRACTOR*'s services and the *Project*.
3. *KUNA* agrees to provide right of access to all properties as required during the execution of the work.

3. CONTRACTOR'S RESPONSIBILITIES:

1. *CONTRACTOR* agrees to provide the services of all professional and technical personnel required by this Agreement and detailed in **Exhibit "A"** and **Attachment "1"**.

4. RISK ALLOCATION:

KUNA agrees that *CONTRACTOR* is not responsible for damages arising directly or indirectly from any delays for causes beyond *CONTRACTOR*'s control. For purposes of this Agreement, such causes include, but are not limited to, strikes or labor disputes; severe weather disruptions or other natural disasters; fire, riots, war or other emergencies or acts of God; failure of any government agency or other third party to act in a timely manner; failure of performance by *KUNA* or *KUNA*'s contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if said delays directly result in the increase in cost or time required by *CONTRACTOR* to perform its services in an orderly and efficient manner, *CONTRACTOR* shall be entitled to request an equitable adjustment in the schedule and

payment.

5. PAYMENT:

KUNA agrees to pay *CONTRACTOR* for its services rendered under this Agreement a lump sum amount of **\$29,193.00** for said services rendered from for the Project. The parties agree that *CONTRACTOR* will invoice *KUNA* for payment under this Agreement for services rendered herein.

6. RIGHT OF CONTROL:

KUNA agrees that it will have no right to control or direct the details, manner, or means by which *CONTRACTOR* accomplishes the results of the services performed hereunder. *CONTRACTOR* has no obligation to work any particular hours or days or any particular number of hours or days. *CONTRACTOR* agrees, however, that his other contracts or services shall not interfere with the performance of his services under this Agreement.

7. INDEPENDENT CONTRACTOR RELATIONSHIP:

CONTRACTOR is an independent contractor and is not an employee, servant, agent, partner, or joint venturer of *KUNA*. *KUNA* shall determine the work to be done by *CONTRACTOR*, but *CONTRACTOR* shall determine the legal means by which it accomplishes the work specified by *KUNA*.

8. FEDERAL, STATE, AND LOCAL PAYROLL TAXES:

Neither federal, state or local income taxes, nor payroll taxes of any kind shall be withheld and paid by *KUNA* on behalf of *CONTRACTOR* or the employees of *CONTRACTOR*. *CONTRACTOR* shall not be treated as an employee with respect to the services performed hereunder for federal or state tax purposes. *CONTRACTOR* understands that *CONTRACTOR* is responsible to pay, according to law, *CONTRACTOR's* income tax. *CONTRACTOR* further understands that *CONTRACTOR* may be liable for self-employment (Social Security) tax to be paid by *CONTRACTOR* according to law.

9. LICENSES AND LAW:

CONTRACTOR represents that he possesses the skill and experience necessary and all licenses required to perform the services under this agreement. *CONTRACTOR* further agrees to comply with all applicable laws in the performance of the services hereunder.

10. FRINGE BENEFITS:

Because *CONTRACTOR* is engaged in its own independently established business, *CONTRACTOR* is not eligible for, and shall not participate in, any employee pension, health, or other fringe benefit plans of *KUNA*.

11. WORKER'S COMPENSATION:

CONTRACTOR shall maintain in full force and effect worker's compensation for *CONTRACTOR* and any agents, employees, and staff that the *CONTRACTOR* may employ, and provide proof to *KUNA* of such coverage or that such worker's compensation insurance is not required under the circumstances.

12. EQUIPMENT, TOOLS, MATERIALS OR SUPPLIES:

CONTRACTOR shall supply, at *CONTRACTOR's* sole expense, all equipment, tools, materials and/or supplies to accomplish the services to be provided herein.

13. EFFECTIVE DATE:

This contract shall be completed on or before December 31, 2019.

14. WARRANTY:

CONTRACTOR warrants that work performed in this agreement shall be in accordance with and limited to the applicable standard of care for like professional services. *CONTRACTOR* acknowledges that it will be liable for any breach of this warranty.

15. INDEMNIFICATION AND INSURANCE PROVISIONS:

CONTRACTOR agrees to the following:

1. As respects acts, errors or omissions in the performance of professional services, *CONTRACTOR* agrees to indemnify and hold harmless *KUNA*, its officers, employees, and *KUNA*-designated volunteers from and against any and all claims, demands, defense costs, or liability of any kind or nature to the extent arising directly out of *CONTRACTOR's* negligent acts, errors or omissions in the performance of its professional services under the terms of this contract.
2. As respects all acts or omissions which do not arise directly out of the performance of professional services, but limited to those acts or omissions ~~ally~~ covered by *CONTRACTOR's* general and automobile liability insurance, *CONTRACTOR* agrees to indemnify, defend (at *KUNA's* option), and hold harmless *KUNA*, its officers, agents, employees, representatives, and volunteers from and against any and all claims, demands, defense costs, liability, or consequential damages of any kind or nature arising out of or in connection with *CONTRACTOR's* (or *CONTRACTOR's* subcontractors, if any) performance or failure to perform, under the terms of this contract; excepting those which *CONTRACTOR* is not legally liable.

Without limiting *KUNA's* right to indemnification, it is agreed that *CONTRACTOR* shall secure prior to commencing any activities under this Agreement, and maintain during the term of this Agreement, insurance coverage as follows:

1. Worker's compensation insurance as required by Idaho statutes.
2. Comprehensive general liability insurance or commercial general liability insurance, including coverage for premises and operations, contractual liability, personal injury liability, products/completed operations liability, broad-form property damage (if applicable) and independent contractor's liability (if applicable), in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.

3. Comprehensive automobile liability coverage including, as applicable, owned, non-owned and hired autos, in an amount of not less than One Million Dollars (\$1,000,000.00) per occurrence, combined single limit, written on an occurrence form.
4. Professional liability insurance coverage, in an amount not less than One Million Dollars (\$1,000,000.00), and *CONTRACTOR* shall maintain such coverage for at least four (4) years from the termination of this Agreement; and during this four-year period, *CONTRACTOR* shall use *CONTRACTOR*'s best efforts to ensure that there is no change of the retroactive date on this insurance coverage.

The policy or policies shall provide *CONTRACTOR* thirty (30) days prior notice in case of cancellation, non-renewal, or significant coverage changes. *CONTRACTOR* shall immediately provide notice to *KUNA* in such an event.

KUNA is hereby authorized to reduce the requirements set forth above in the event he/she determines that such reduction is in *KUNA*'s best interest.

It is agreed that any insurance maintained by *KUNA* shall apply in excess of and not contribute with insurance provided by this policy.

Each insurance policy required by this Agreement, excepting policies for worker's compensation and professional liability shall provide that:

KUNA, its officers, agents, employees, representatives and volunteers are added as additional insureds as respects operations and activities of, or on behalf of, the named insured, performed under contract with *KUNA*. Prior to commencing any work under this Agreement, *CONTRACTOR* shall deliver to *KUNA* insurance certificates confirming the existence of the insurance required by this Agreement, and including the applicable clauses referenced above. Also, within thirty (30) days of the execution date of this Agreement, *CONTRACTOR* shall provide to *KUNA* endorsements to the above-required policies, which add to these policies the applicable clauses referenced above. Said endorsements shall be signed by an authorized representative of the insurance company and shall include the signature's company affiliation and title. Should it be deemed necessary by *KUNA*, it shall be *CONTRACTOR*'s responsibility to see that *KUNA* receives documentation acceptable to *KUNA* which sustains that the individual signing said endorsements is indeed authorized to do so by the insurance company. Also, *KUNA* has the right to demand, and to receive within a reasonable time period, copies of any insurance policies required under this Agreement.

In addition to any other remedies *KUNA* may have if *CONTRACTOR* fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, *KUNA* may, at its sole option:

1. Obtain such insurance and deduct and retain the amount of the premiums for such insurance from any sums due under the Agreement;

- A. Order *CONTRACTOR* to stop work under this Agreement and/or withhold any payment(s) which become due to *CONTRACTOR* hereunder until *CONTRACTOR* demonstrates compliance with the requirements hereof.
- B. Terminate this Agreement.

Exercise of any of the above remedies, however, is an alternative to other remedies *KUNA* may have and is not the exclusive remedy for *CONTRACTOR's* failure to maintain insurance or secure appropriate endorsements.

Nothing herein contained shall be construed as limiting in any way the extent to which *CONTRACTOR* may be held responsible for payments of damages to persons or property resulting from *CONTRACTOR's*, or its subcontractor's, negligent performance of the work covered under this Agreement.

16. NON-WAIVER:

Failure of either party to exercise any of the rights under this Agreement, or breach thereof, shall not be deemed to be a waiver of such right or a waiver of any subsequent breach.

17. CHOICE OF LAW:

Any dispute under this Agreement, or related to this Agreement, shall be decided in accordance with the laws of the State of Idaho.

18. ENTIRE AGREEMENT:

This is the entire Agreement of the parties and can only be modified or amended in writing by the parties.

19. SEVERABILITY:

If any part of this Agreement is held unenforceable, the remaining portions of the Agreement will nevertheless remain in full force and effect.

20. ATTORNEY FEES:

Determination of how reasonable attorney fees shall be awarded in any action to enforce this Agreement or to declare forfeiture or termination of this Agreement shall be in accordance with state law.

DATED this _____ day of _____, 2018.

KUNA:

CONTRACTOR:

KUNA

Joe Stear
Mayor

By _____
Brian Smith
J-U-B ENGINEERS, Inc.
250 S. Beechwood Ave. No. 201
Boise, Idaho 83709

Its _____
Area Manager

ATTEST:

WITNESS:

Chris Engels
City Clerk

(Signature of Witness or Notary Public)



Scope of Work

Date: 10/17/2018

Project Name: City of Kuna Parks Department Building Parking Lot Design

Consultant Company Address: 250 South Beechwood Ave., #201, Boise, ID 83709

Consultant Project Manager/Contact Information: Timothy Blair / 208.367.7330

Contract Amount: \$29,193.00 (LS NTE)

Duration: 6-months

The Agreement for Professional Services is amended and supplemented to include the following provisions regarding the Scope of Services, Schedule of Services, and the Basis of Fee. For the purposes of this attachment, 'Agreement for Professional Services' and 'the Agreement' shall refer to the document entitled 'Agreement for Professional Services' executed between J-U-B and CITY to which this exhibit and any other exhibits have been attached:

PROJECT UNDERSTANDING

The project involves site development improvements at the City of Kuna Parks Department Building located at 270 S. Orchard Street, Kuna Idaho. The improvements will include parking lot and drainage improvements to accommodate additional parking stalls.

The tasks outlined in this scope of services focus on concept and final design services.

- **Task 1 – Project Management**
- **Task 2 – Design Services**
- **Task 3 – Bidding Administration and Support**
- **Task 4 – Construction Engineering and Inspection, Closeout, Administration Assistance**

ITEMS TO BE PROVIDED BY THE CITY TO J-U-B

1. The CITY will provide J-U-B with the following during the project design phase:
 - a. GIS data on existing utility locations, type and size;
 - b. Record drawing information for existing utilities including water, sewer, irrigation or storm drain facilities and adjacent site improvements as available;
 - c. Assist in acquisition of and payment for permits, easements, agency approvals, and agreements required for the project as outlined in subsequent tasks;

PROJECT ASSUMPTIONS

This scope of work is based on the following project assumptions:

2. Assumptions:

- a. Task 3: Bid Administration and Support: Is not included under this contract and can be added as additional services to the prime contract;
- b. Task 4: Construction Engineering and Inspection: Is not included under this contract and can be added as additional services to the prime contract;
- c. A Geotechnical evaluation or report for pavement section or storm drainage design: Is not included under this contract and can be added as additional services to the prime contract;
- d. Public involvement for affected residents, businesses, or stakeholders; Is not included under this contract and can be added as additional services to the prime contract;
- e. The project will be completed in US Customary Units using AutoCAD Civil 3-D 2017;
- f. The project will utilize CITY of Kuna/ISPWC Standards, standard drawings and construction specifications and pay item designations for construction items where applicable. Special provisions will be used as necessary for more project specific pay items;
- g. Plans will be completed on standard 22"x34" (printable at 50% to 11x17) J-U-B title block/ border;
- h. Plan and cost estimate submittals to the CITY will occur at 30% (concept level); 95% (final design), and 100% PS&E (plans, specifications, and estimate) for construction;
- i. All work will be completed within existing right of way as provided by CITY documentation; no formal right of way plans will be required for this project and all improvements outside of existing right of way will be evaluated for easements or Property Use Agreements on an individual basis;
- j. Water & Sewer line improvements: Is not anticipated or included under this contract and can be added as additional services to the prime contract;
- k. Irrigation design and improvements will be handled by the City of Kuna. It is not included under this contract and can be added as additional services to the prime contract;
- l. Exploratory excavation by a Potholing contractor, to provide underground exploratory excavation (test holes) to identify existing underground utilities within the project limits is not included under this contract.
- m. An environmental evaluation or environmental clearance will not be prepared for this project;
- n. A US Army Corps of Engineers 404 Joint Application will not be prepared for this project;
- o. It is anticipated that drainage improvements will be limited to within the existing project limits "city parcel" and that no "off-site" drainage improvements will be designed or constructed as a part of this scope of services.;
- p. A formal drainage report will not be prepared for this project. Any minor drainage improvements included in the project design will be summarized in a Drainage Memorandum to be included the project file. Hydraulic modeling for conveyance, spread or inlet capacity calculations are not anticipated for this project;
- q. Storm Water Pollution Prevention Plans are not included under this contract;
- r. The Contractor will be required to provide an Erosion and Sediment Control (ESC) plan per;
- s. J-U-B shall to review the Bike and Pedestrian Master Plan and Transportation Master Plan and consider options during the concept phase for implementing the planned improvements;

- t. During construction of the Project, the CITY shall promptly notify J-U-B of issues related to the Contractor's performance of the work;
- u. The CITY will give prompt written notice to J-U-B whenever the CITY observes or otherwise becomes aware of any development that affects the scope or time of performance or furnishing of J-U-B's services, or any defect or non-conformance in J-U-B's services or in the Work of any Contractor;
- v. The CITY will render all final decisions related to: 1) Changes or modifications to the terms of the construction contract, 2) acceptability of the Work, and 3) claims or Work stoppages;
- w. J-U-B will serve as the Engineer during construction and Resident Project Representative (RPR). Roles of the Engineer and RPR during construction shall be defined in ISPWC Division 100, Standard General Conditions, and as modified by the CITY's Standard Supplementary Conditions provided with the Project Manual. J-U-B will be afforded the protections as the Engineer under the before mentioned documents;
- x. The fee estimate for bidding and construction services is based on an assumed level of effort. Construction support services can vary depending on the CITY's retained Contractor execution of the work, site conditions, and many other factors;
- y. It is understood and agreed that J-U-B shall not, during the performance of Services, or as a result of observations of the Work in progress, supervise, direct, or have control over the Contractor's work. Further, J-U-B shall not have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected by the Contractor(s), for safety precautions and programs incident to the Work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing their Work or providing any health and safety precautions required by any regulatory agencies. Accordingly, J-U-B does not guarantee or warrant the performance of the construction contracts by Contractor(s) nor assume responsibility of Contractor(s) failure to furnish and perform their Work in accordance with the Construction Contract Documents;
- z. The CITY agrees that the Contractor shall be solely responsible for jobsite safety per the Construction Contract Documents. The CITY agrees that the CITY and J-U-B shall be indemnified by the Contractor per the Contract Document General Conditions;
- aa. J-U-B shall not be responsible for the acts or omissions of any Contractor(s), suppliers, or any individual or entity performing or furnishing any of the Work. J-U-B shall not be responsible for failure of any Contractor to perform or furnish the Work in accordance with the Contract Documents;
- bb. The Construction Contractor retained by the CITY will provide an independent testing company for material inspections and testing per the Project Manual. These inspections and tests shall be scheduled by the Contractor to assure compliance with the project contract documents;
- cc. Limitation of Authority: J-U-B shall not:
 - 1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items);
 - 2. Exceed limitation of J-U-B's authority as set forth in the Task Order and Professional Services Term Agreement;
 - 3. Undertake any of the responsibilities of the Contractor(s) or suppliers;

4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences, or procedures of construction or of the Work, unless such advice or directions are specifically required by the Contract Documents;
5. Advise on, issue directions regarding, or assume control over safety practices, precautions, and programs in connection with the activities or operations of the CITY or Contractor;
6. Participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized;
7. Accept shop drawings or submittals from anyone other than the CITY;
8. Authorize the CITY to occupy the Work in whole or in part;
9. Act as the construction Contractor's Quality Control manager or superintendent;
10. Approve the suitability of by-passing pumping or dewatering plans;

The tasks outlined in the Scope of Work (SOW) will include four (4) main categories. Add/Remove necessary sub-tasks based on PROJECT complexity and specific requirements.

1. Project Management

- 1.1. Project Management, Administration and Tracking: Prepare updated project schedule according project milestones, project management, and coordination with the project team and Public Works staff. Monitor team progress, action item lists, task deadlines, items needed from CITY; provide documentation, permitting milestones, and critical path items as needed.

Deliverables:

- Summary of design review comments including written resolution of each comment;
- Monthly Billing

2. Design Services

2.1. Topographic Survey and Base Mapping

J-U-B shall complete a topographic survey along the proposed project and include the following:

- A. Dig-line Utility Request: J-U-B shall contact utility companies prior to survey via Dig-line to request field locations of utilities and available utility mapping. Utilities will be shown to the extent they are visible in the field or located by the utility or Owner.
- B. Obtain Utility Information and Mapping: J-U-B will provide utility companies (i.e. power, gas, cable, phone) with formal notification of the project, including authorization to make design engineering expenditures. J-U-B will also request that utility companies provide current plans of their facilities located within the proposed project limits.
- C. Survey Control: Establish survey control along the alignment using: horizontal coordinate system, NAD 1983 translated to the Canyon/Ada County G.I.S. system, and vertical control based on NAVD 1988. Right-of-ways (ROW's) will be established using CITY GIS information. Land monuments will be located and shown where found from visual observations during the field survey.
- E. Topographic Survey: Complete topographic survey along the rehabilitation limits as described in Section 1. Width of survey will be such to generally depict the rehabilitation corridor, and may extend from ROW to ROW with additional detail areas at the points of connection and existing structures. Existing utilities shall be located to the extent that they are visibly marked by the utility company. The following elements will be located within the existing right-of-way:

- Lot cross sections every 50 feet, edge of pavement, curb, gutter and sidewalk, drainage features, utilities, existing street monumentation and right of way markers, utilities (marked by Digline and CITY);
- Driveways and other road intersections;
- Intersection curb returns;
- Visible utilities and utilities identified from Dig-line markings;
- Trees larger than 2 inch diameter trunk size;
- Signs;
- Other significant improvements within said right-of-way areas;
- Centerline and paint lines

F. Base Mapping: Prepare topographic mapping in Civil 3D 2017 at a 1" = 20' scale, 22"x34" (printable at 50% to 11x17). Intersection plans may include a larger scale at 1"=10'. Topographic features will be depicted using standard symbols. Topographic features will be shown on the design plans such as fences, utility poles, surfacing, utilities to the extent that they are found or field located by the utility companies, edge of pavement, face of curb, sidewalks, signal poles, signs, mail boxes, large trees, and include monuments of record and physical survey of monuments and property pins that are found. Locations (X & Y coordinates) and elevations of local TBMs will be shown. Street ROW will be shown based on the CITY's G.I.S. mapping. Roadway will be cross-sectioned at 50' to 100' intervals, on centerline, edge of pavement, gutter, top of curb and natural ground near ROW. At intersections, cross-sections will be developed on side streets to extend 50' beyond the main street ROW. Property addresses and ownership will be shown from available GIS information adjacent to the rehabilitation corridor.

Deliverables:

- The final drawing of the mapping are in AutoCAD format will include a 1-foot contour interval map, Existing features located during the survey, and estimated location of right-of-way lines based upon CITY provided data.
- Copies of the Utility Submittal Letters; if necessary
- Copies of information and documents received from utilities;

2.2. Review of Existing Information Provided by CITY:

J-U-B will review information provided by the CITY in regard to existing utilities (i.e. water, sewer, irrigation, and storm drain) including record drawings, GIS mapping and interviews of staff as needed.

2.3. Prepare 30% Concept Plan and Estimate: J-U-B will develop a concept plan and concept level estimate that that includes the following:

A. Concept Plan: J-U-B will develop a 40-scale concept plan that includes existing topo, utility information, and existing horizontal and vertical alignment, sidewalks, shoulders, shared use lane, pedestrian crossing, typical section, lighting.

B. Calculate Quantities: Concept level quantities for each anticipated item will be calculated to allow for a concept level construction cost estimate development. Quantities will be itemized based on CITY of Kuna standard pay item nomenclature. Estimated quantities for “in-kind” work to be completed by the CITY will also be developed as a part of this task.

D. Concept Level Construction Cost Estimate: A concept level engineer’s opinion of probable construction cost will be developed based upon quantities developed through concept design. The cost opinion will include contingencies associated with a 30% level of detail. A summary of the concept level cost opinion will be submitted to the CITY for review as a part of the concept level approval.

E. Meeting Prep/Coordination: J-U-B will prepare a meeting agenda, project schedule, concept estimate and initial geometric layout exhibit for the CITY’s project manager and staff. Design issues or concerns that were generated as a part of the concept level design process will be reviewed with the CITY’s project manager at the design review meeting.

2.4. 95% Final Design Submittal: J-U-B will develop the curb and gutter horizontal and vertical alignment. The design will be completed in accordance with The CITY of Kuna guidelines, the AASHTO Green Book, and MUTCD requirements and include the following:

A. Prepare 95% Final Design: J-U-B will develop the preliminary centerline and/or curb and gutter horizontal and vertical alignments. Design will be based upon input received from the CITY and comments received from key stakeholders, in addition to the following:

1. Title Sheet/Sheet Index/General Notes/Legend Sheets.
2. Survey Control/Total Ownership Map
3. Demolition Plans: Demolition plans will be prepared showing removal limits and outlining any removal items to be completed
4. Typical Section & Details: Typical sections will include dimensional details for the proposed roadway structural section (i.e. pavement section thickness) as well as curb and gutter, sidewalk, and parking lot improvements. Detail Sheets: Include pedestrian ramps, drainage facilities and observations wells if necessary.
5. Grading, Drainage, & Utility Plan sheets: Design features including connection requirements to existing roadway, driveway and pathways, vertical transition requirements to match existing surface conditions of the approach streets, and existing underground utilities.
6. Pavement Marking Plans: Parking lot pavement markings in accordance with and MUTCD standards and recommendations and included on the parking lot plans. Plans will include station and offset for sign locations, striping limits, striping symbols, and striping details.

Total Estimated Plan Sheets:

- 1 – Title Sheet / Sheet Index
- 1 – General Notes Sheet
- 2 – Legend Sheets
- 1 – Survey Control / Total Ownership Map
- 1 – Demolition Plans
- 1 – Typical Sections & Details
- 2 – Grading, Drainage and Utility Plan Sheets
- 1 – Pavement Marking Plans
- 10 – Total Sheets

B. Prepare Contract Documents and Project Specifications: J-U-B will develop both Contract Documents and Special Provision Specifications for review by the CITY.

C. Calculate Quantities: Quantities for each anticipated item will be calculated to allow for a final design level construction cost estimate development. Pavement section quantities will be calculated from the typical section recommended in the geotechnical report. Pay Items will conform to the CITY of Kuna standard pay item nomenclature. Estimated quantities for “in-kind” work to be completed by the CITY will also be developed as a part of this task.

D. Prepare Final Construction Cost Opinion: A 95% level engineer’s opinion of probable construction cost will be developed based upon quantities developed through the Concept phase. The cost opinion will include contingencies associated with a 95% level of detail. A 95% level engineer’s opinion of probable construction cost will be developed based upon quantities developed through the Final Design phase. The cost opinion will include contingencies associated with a 95% level of detail. A summary of the 95% level cost opinions will be submitted to the CITY for review as a part of the design approval.

E. 95% Final Design QC Review: J-U-B will perform an internal QC review of the 95% final plans and assemble the comments for distribution at the final design review meeting.

F. Meeting Prep/Coordination: J-U-B will prepare a meeting agenda, project schedule, final plans, specifications and estimate for the CITY’s project manager and staff. Design issues or concerns that were generated as a part of the 95% design process will be reviewed with the CITY’s project manager at the design review meeting.

2.5. 100% Final PS&E Package for Advertisement:

- A. Update and Prepare Final PS&E Contract Documents: J-U-B will update both Contract Documents and Special Provision Specifications with comments provided by the CITY.
- B. Assemble and Submit Final PS&E Package for Advertisement: The final PS&E package will be submitted to the CITY for approval and advertisement. The package will include plans, specifications and construction estimate as well as electronic files for use by the CITY / Inspectors during construction administration:.

Deliverables:

- (4) Sets of (50% reduced 11"x17") Final Bid drawings in hard copy
- (4) Sets of (8.5"x11") Specifications in hard copy
- (4) Sets of (8.5"x11") Estimate in hard copy
- One (1) PDF to the CITY via FTP or Drop Box

3. Bid Administration and Support: Is not included under this contract and can be added as additional services to the prime contract.
4. Construction Engineering and Inspection, Closeout, Administration Assistance: Is not included under this contract and can be added as additional services to the prime contract.

Project Schedule

(To include Kick-Off Meeting, Design meeting, Construction Start, Construction Completion and Other Milestone Dates)

Task Number	Task Name	Schedule/Milestone*
Task 1	Project Management	On-going throughout other tasks
Task 2	Design Services	Completed within 4 months of Notice to Proceed - 2/1/2019
Task 3	Bid Administration and Support	(Not included in this Contract)
Task 4	Construction Engineering and Inspection, Closeout, Administration Assistance	(Not included in this Contract)

Cost of Services

Serves will be on a time and materials not-to-exceed (NTE) basis.

Task Number	Task Name	Amount
Tasks 1	Project Management	\$ 3,945.00
Task 3	Design	\$ 25,248.00
Task 3	Bid Support, (Not included in this Contract)	\$ 0.00
Task 4	Construction Engineering and Inspection, Closeout, Administration Assistance, (Not included in this Contract)	\$ 0.00
	TOTAL (T&M N.T.E.)	\$ 29,193

Attached is the labor estimate and cost summary.

Attach all supporting information including: a man-hour estimate outlining who will be working on each sub-task and their hourly rate. Include total cost for each sub-task, main task, sub consultant SOW/fees and PROJECT.

2018 City of Kuna Parks Department Building Parking Lot Design
City of Kuna, Idaho
LABOR-HOUR ESTIMATE



J-U-B ENGINEERS, INC.

JUB Project #: **10-18-xxx**

Kuna Project #xx-xxxx

Revision Date:

October 16, 2018

TASK NO.	Approximate Billable Hourly Rate	PM	PE	Licensed Surveyor	CADD	Survey Crew	Clerical	Subconsultant or Equipment Expense	Task Totals* Total
		\$178.24	\$102.94	\$144.13	\$87.36	\$184.00	\$95.07		
Task 1 - Project Management									
1.7	Project Management, Administration and Tracking	20					4		\$3,945
Task 1 Total:		20	0	0	0	0	4	\$0	\$3,945
Task 2 -Design Services									
2.1	Topographic Survey and Base Mapping								\$0
A.	Dig line Utility Request			1					\$144
B.	Obtain Utility Information and Mapping			4					\$577
C.	Survey Control			2		8			\$1,760
E.	Topographic Survey			2		8			\$1,760
F.	Base Mapping	2	2	2	4				\$1,200
2.2	Review of Existing Information Provided by City	2	2						\$562
2.3	Prepare 30% Concept Plans and Estimate								\$0
A.	Concept Exhibit	4	20		8				\$3,471
C.	Calculate Quantities		4						\$412
D.	Concept Level Construction Estimate	2	2						\$562
E.	Meeting Prep/Coordination	2	2					\$50	\$612
2.4	95% Preliminary/Final Design Submittal								\$0
A.	Prepare Preliminary/Final Design								\$0
	<i>Title Sheet / Sheet Index (1)</i>		2		4				\$555
	<i>General Notes Sheet (1)</i>		1		4				\$452
	<i>Legend Sheets (2)</i>		1		2				\$278
	<i>Survey Control / Total Ownership Map (1)</i>		4	2	10				\$1,574
	<i>Demolition Plans (1)</i>		4		4				\$761
	<i>Typical Section/Detail sheet (1)</i>		2		4				\$555
	<i>Grading, Drainage & Utility Plan Sheets (2)</i>		8		8				\$1,522
	<i>Pavement Marking Plan (1)</i>		2		4				\$555
B.	Prepare Contract Documents and Project Specifications	4	8						\$1,536
C.	Calculate Quantities	2	4		8				\$1,467
D.	Prepare 95% Final Construction Cost Opinion	2	4						\$768
E.	95% Final Design QC Review	2							\$356
F.	Meeting Prep/Coordination	2	2				2	\$75	\$828
2.8	100% Final PS&E Package for Advertisement								\$0
A.	Update and Prepare 100% Final PS&E Contract Documents	4	8		4				\$1,886
B.	Assemble and Submit 100% Final PS&E Package for Advertisement	2	2				4	\$150	\$1,093

TASK NO.	Approximate Billable Hourly Rate	PM	PE	Licensed Surveyor	CADD	Survey Crew	Clerical	Subconsultant or Equipment Expense	Task Totals* Total
		\$178.24	\$102.94	\$144.13	\$87.36	\$184.00	\$95.07		
Task 2 Total:		30	84	13	64	16	6	\$275	\$25,248
Task 3 - Bid Administration and Support									
3.1	Bid Administration Services								\$0
3.2	Prep and Attend Pre-Bid Meeting								\$0
3.3	Bid Administration - Respond to Bidders Questions								\$0
3.4	Bid Opening and Award Assistance								\$0
Task 3 Total		0	0	0	0	0	0	\$0	\$0
Task 4 -Construction Engineering and Inspection, Closeout, Administration Assistance									
4.1	Pre-Construction Meeting								\$0
4.2	Construction Inspection								\$0
4.3	Record Drawings								\$0
4.4	Asset Management Information								\$0
4.5	Record of Survey RW Staking (12 Parcels)								\$0
Task 4 Total		0	0	0	0	0	0	\$0	\$0

Task 1 - Project Management	\$3,945
Task 2 -Design Services	\$25,248
Total (Tasks 1-2)	\$29,193
Task 3 - Bid Administration and Support	\$0
Task 4 -Construction Engineering and Inspection, Closeout, Administration Assistance	\$0
Total (T&M NTE)	\$29,193



City of Kuna

City Council

Findings of Fact and Conclusions of Law

P.O. Box 13
Phone: (208) 922-5274
Fax: (208) 922-5989
www.Kunacity.id.gov

To: City Council

Case Numbers: 18-04-AN (Annexation) & 18-03-S (Preliminary Plat) **Lugarno Terra Subdivision**

Site Location: 1919 E. Deer Flat Road & E. Deer Flat Road, Kuna, ID 83634

Planner: Jace Hellman, Planner II

Hearing Date: November 20, 2018
Findings: **December 4, 2018**

Owner/Applicant: **Select Development & Contracting, LLC.**
PO Box 1030
Meridian, ID 83680
208.288.0700
randy@selectmanagement.com

Representative: Billy Edwards
P.O. Box 1030
Meridian, ID 83680
208-288-0700
wedwards@selectdev.com

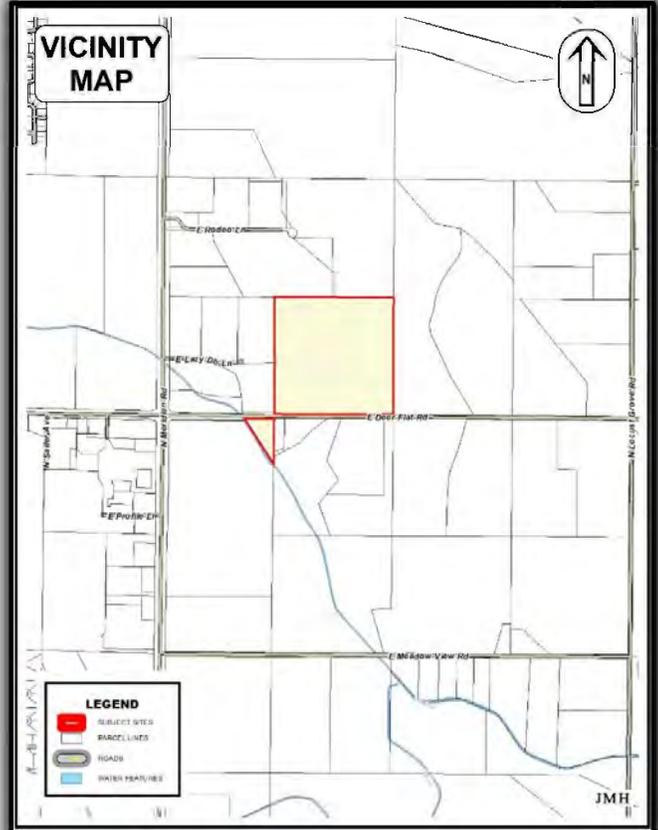


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| B. Applicants Request | J. Comprehensive Plan Analysis |
| C. Exhibit Maps | K. Kuna City Code Analysis |
| D. Site History | L. Conclusions of Law |
| E. General Project Facts | M. Commission's Recommendation |
| F. Staff Analysis | N. Council's Order of Decision |
| G. Applicable Standards | O. Conditions of Approval |
| H. Factual Summary | |

A. Process and Noticing:

1. Kuna City Code (KCC), Title 1, Chapter 14, Section 3, states that preliminary plats and annexations are designated as public hearings, with the Planning and Zoning Commission as a recommending body and City Council as the decision-making body. These land use applications were given proper public notice and followed the requirements set forth in Idaho Code, Chapter 65, Local Planning Act.

a. Notifications

- | | |
|----------------------------------|----------------------------------|
| i. Neighborhood Meeting | May 30, 2018 (9 people attended) |
| ii. Agency Comment Request | August 17, 2018 |
| iii. 400' Property Owners Notice | October 31, 2018 |

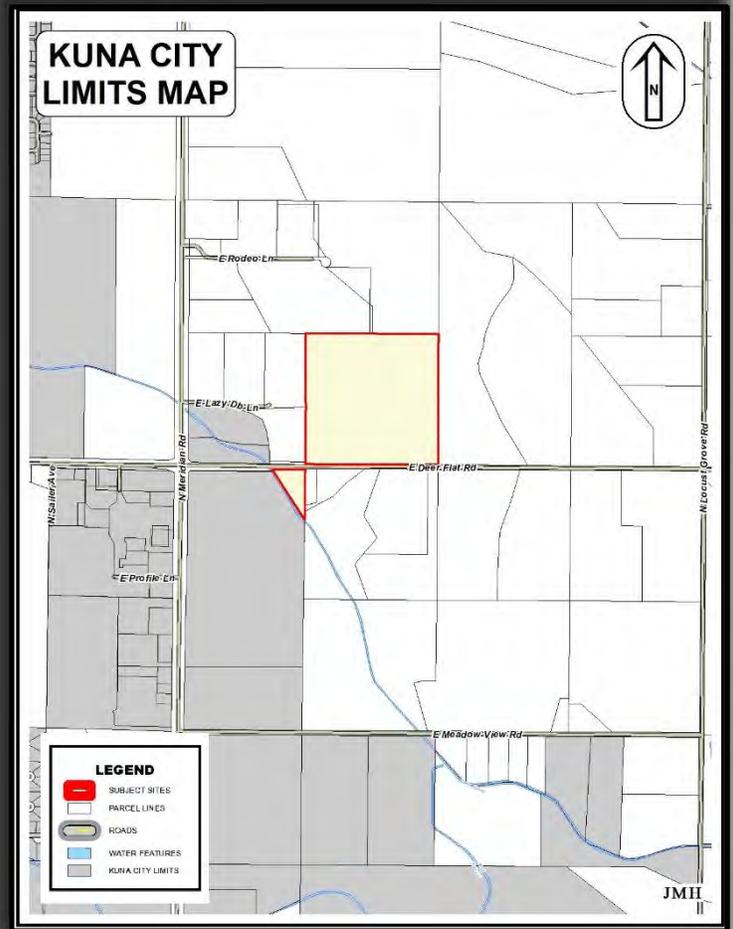
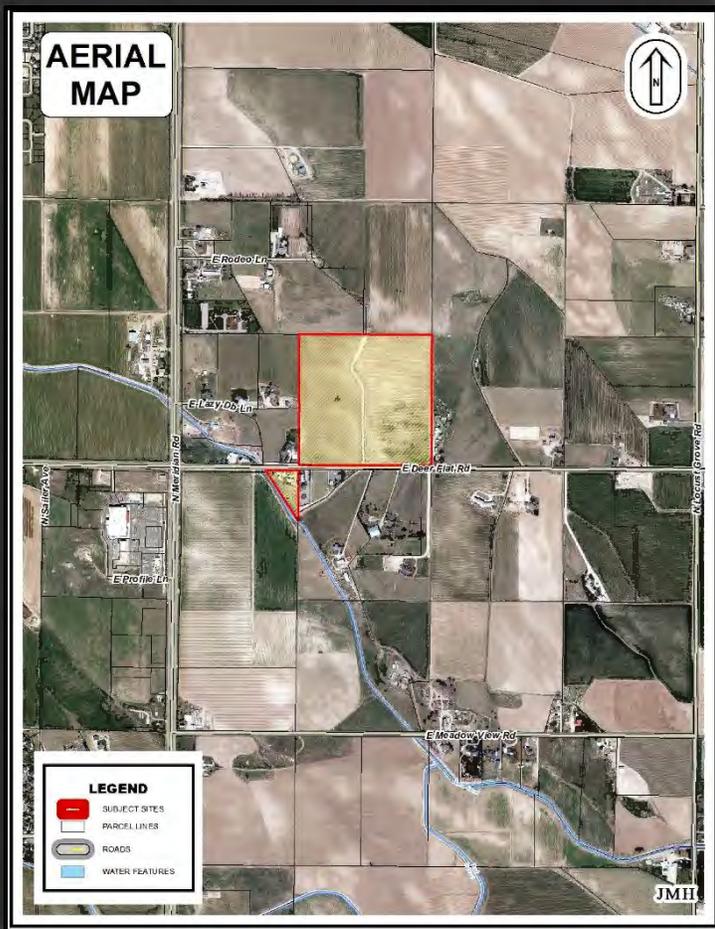
- iv. Kuna Melba Newspaper
- v. Site Posted

October 31, 2018
October 31, 2018

B. Applicant's Request:

Billy Edwards, with Select Development and Contracting, LLC., requests to annex a 40-acre parcel on East Deer Flat Road into Kuna City Limits with an R-4 zoning designation and to subdivide the 40-acres into 134 total lots, consisting of 114 single family buildable lots, and 20 Common lots. The subject site is located at East Deer Flat Road, Kuna, ID 83634, within Section 18, Township 2 North, Range 1 East; (APN# S1418346600). Additionally, the applicant also requests to annex a 1.725-acre parcel into Kuna City Limits with an R-6 zoning designation. The subject site is located at 1919 East Deer Flat Road, Kuna, ID 83634, within Section 19, Township 2 North, Range 1 East; (APN# S1419223000).

C. Exhibit Maps:

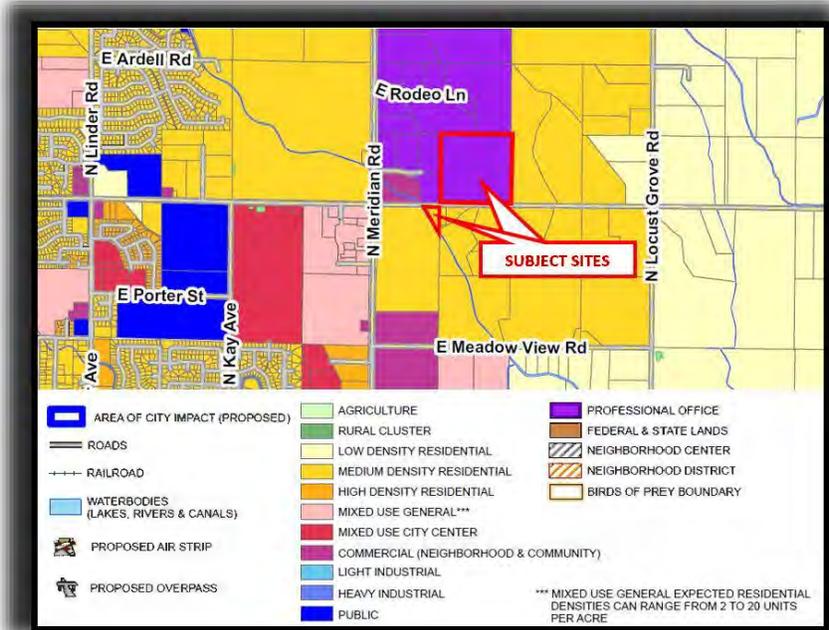


D. Site History:

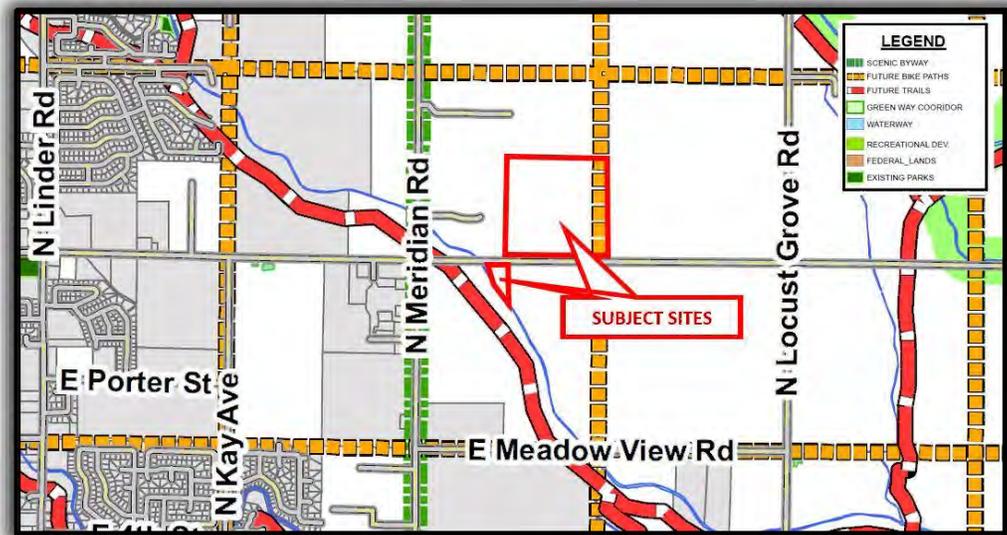
These parcels are currently within Ada County. The approximately 1.725-acre property has served as residential property and the approximately 40-acre parcel has historically been considered agricultural land.

E. General Projects Facts:

1. **Comprehensive Plan Map:** The Future Land Use Map (Comp Plan Map) is intended to serve as a *guide* for the decision-making body for the City. The Comp Plan map indicates land use designations, it is not the actual zone. The Future Land Use Map identifies the 40-acre site as professional office and the 1.725-acre site as medium density residential.



2. **Recreation and Pathways Map:** The Recreation and Pathways Master Plan Map does not indicate a future trail through either site. However, a future bike path is shown along the future extension of Stroebel Road. Accordingly, it is the City’s goal and desire to increase the number of trails and pathways in Kuna. Staff highly recommends that developers design and construct trails and pathways, or work with Ada County Highway District to pay their proportionate share to comply with the Master Plan’s goals by either starting a pathway, or extending current ones at time of development.



3. **Surrounding Land Uses:**

North	RUT RR	Rural Urban Transition – Ada County Rural Residential – Ada County
South	RR	Rural Residential – Ada County
East	RR	Rural Residential – Ada County
West	RUT R-6	Rural Urban Transition – Ada County Medium Density Residential – Kuna City

4. **Parcel Sizes, Current Zoning, Parcel Numbers:**

Property Owner	Parcel Size	Current Zone:	Parcel Number
Select Development & Contracting, LLC	40.00 acres	RR, Ada County	S1418346600
Select Development & Contracting, LLC	1.725 acres	RUT, Ada County	S1419223000
Total Acres 41.725			

5. **Services:**

- Sanitary Sewer– City of Kuna
- Potable Water – City of Kuna
- Pressurized Irrigation – City of Kuna (KMID)
- Fire Protection – Meridian Rural Fire District
- Police Protection – Kuna Police (Ada County Sheriff’s office)
- Sanitation Services – J & M Sanitation

6. **Existing Structures, Vegetation and Natural Features:**

The 1.725-acre parcel contains one manufactured home and several outbuildings. The front of the site contains landscaping typically associated with a residential lot (i.e. grass, trees and shrubs). The 40-acre parcel historically has been farmed and contains features associated with agricultural land. A Boise Project Board of Control irrigation access easements divides the subject site. The site is relatively flat with an estimated average slope of 0% to 2% towards the Mason Creek Feeder. Bedrock depth is estimated to be between twenty and forty inches according to the USDA Soil Survey for Ada County.

7. **Transportation / Connectivity:**

The applicant has proposed connections to public streets in two locations, including a new section of the mid mile collector Stroebel Road. All proposed access points will need to follow design standards according to City and ACHD (Ada County Highway Dist.) codes. Internal pathways and sidewalks have been proposed for pedestrian connectivity.

8. **Environmental Issues:**

Staff is not aware of any environmental issues, health or safety conflicts beyond the designation of being in the nitrate priority area. Idaho Department of Environmental Quality (DEQ) has provided recommendations for surface and groundwater protection practices and requirements for development of the site.

9. **Agency Responses:** The following responding agency comments are included as exhibits with this case file:

- Kuna School District Exhibit C-2
- Kuna City Engineer Exhibit C-3
- Idaho Transportation Department (ITD) Exhibit C-4
- Department of Environmental Equality (DEQ) Exhibit C-5
- Central District Health Department (CDHD) Exhibit C-6
- Community Planning Association of Southwest Idaho (Compass) Exhibit C-7
- Nampa & Meridian Irrigation District Exhibit C-8
- Ada County Highway District (ACHD) Exhibit C-9

- Boise Project Board of Control Exhibit C-11

F. Staff Analysis:

The applicant requests to annex an approximately 40-acre site into Kuna City limits with an R-4 (Medium Density Residential) zoning designation. The applicant proposes to subdivide the 40-acre site into 134 total lots, consisting of 114 single family buildable lots, and 20 Common lots. Density per acre for the site is proposed to be approximately 2.8 residential units per acre with lot sizes ranging from approximately 8,100 square feet to 13, 100 square feet.

This project is adjacent to Deer Flat Road. All major public utilities are located approximately within 300 feet of the subject site within East Deer Flat Road. Applicant is aware that development of these parcels will require connection to all city services and associated connection fees at time of building permit submittal. Full build out is estimated to be built out by 2025 and may require up to two (2) phases.

Applicant is constructing a new section of Stroebel Road along the east property line. Stroebel Road is listed as a north-south collector according to the City of Kuna's Street Circulation Map. Staff would recommend the applicant work with Staff and Ada County Highway District to ensure the new collector street is constructed to each agency's standards. Several stub streets have been provided as a part of this project, two (2) to the west and two (2) the north, including the stub of future collector Stroebel Road. The applicant will be required to install a sign at the terminus of each of the roads stating these roads will continue in the future. Staff will defer the applicant to comments provided by ACHD for preferred language.

Kuna's Comprehensive Plan (Comp Plan), encourages a variety of housing types for all income levels numerous times throughout the document. Pertinent sections of the Comp Plan that address housing types are included below, in Section K (Comp Plan Analysis) of this report. The City attempts to balance all housing types within the City. Staff has reviewed the proposed preliminary plat for technical compliance with Kuna City Code (KCC), and finds the pre plat and landscape plan is in compliance with applicable codes. Staff would recommend that the applicant work with Kuna's staff, ACHD, and Kuna Rural Fire District (KRFD) to conform to each agency's requirements.

The Recreation and Pathways Master Plan Map does not indicate a future trail through either site. However, a future bike path is shown along the future extension of Stroebel Road. Staff will require the applicant to work with ACHD and follow the American Association of State Highway and Transportation Officials (AASHTO) standards and guidelines for the development of bicycle facilities. Internal pathways and sidewalks have been proposed throughout the project site in order to provide a pedestrian connectivity component to the project.

Additionally, the applicant proposes to annex an approximately 1.725-acre parcel into Kuna City limits with an R-6 zoning designation. This parcel will serve as a path of annexation for the overall proposed project. City limits are contiguous to the western property line. No development is proposed for this parcel at this time.

Staff has determined the annexations and the preliminary plat comply with the goals and policies for Kuna City, Title 5 and Title 6 of the Kuna City Code; Idaho Statute § 67-6511; and the Kuna Comprehensive Plan; and forwards a recommendation of approval for Case No's 18-04-AN (Annexation) and 18-03-S (Preliminary Plat) subject to any conditions of approval outlined by Kuna's Planning and Zoning Commission and City Council.

G. Applicable Standards:

1. City of Kuna Zoning Ordinance Title 5.
2. City of Kuna Subdivision Ordinance Title 6.
3. City of Kuna Public Ways and Property Ordinance Title 7.
4. City of Kuna Comprehensive Plan.

5. Idaho Code, Title 67, Chapter 65- the Local Land Use Planning Act.

H. **Factual Summary:**

These parcels on Deer Flat Road just east of Meridian Road. The project consists annexation of two parcels into Kuna City limits and to subdivide one of the two parcels. The first parcel is 1.725 acres and proposed to be zoned R-6. No development is proposed at this time. The purpose of annexing this parcel is to create a path of annexation. The second parcel is approximately 40.00 acres and proposed. The applicant requests preliminary plat approval on the 40.00-acre lot for 114 single family residential lots and 20 common lots. Density per acre for the site is proposed to be approximately 2.8 residential units per acre with lot sizes ranging from approximately 8,100 square feet to 13,100 square feet.

I. **Findings of Fact:**

Based upon the record contained in Case No's 18-04-AN and 18-03-S including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the public hearing, the Kuna City Council hereby *approves* the Findings of Fact and Conclusions of Law, and conditions of approval for Case No's 18-04-AN and 18-03-S, a request for annexation & preliminary plat approval by the applicant:

1. *The Kuna City Council approves the facts as outlined in the staff report, the public testimony and the supporting evidence list presented.*

Comment: *The Kuna City Council held a public hearing on the subject applications on November 20, 2018. The decision by the Council was based on the application, staff report and public testimony, both oral and written.*

2. *Based on the evidence contained in Case Nos. 18-04-AN and 18-03-S, this proposal does generally comply with the Comprehensive Plan and City Code.*

Comment: *The Comp Plan has listed numerous goals for providing a variety of housing densities and types to accommodate various lifestyles, ages and economic group in Kuna.*

3. *The Kuna City Council has the authority to approve or deny case nos. 18-04-AN and 18-03-S.*

Comment: *On November 20, 2018, the Council voted to approve Case Nos. 18-04-AN and 18-03-S.*

4. *The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances.*

Comment: *As noted in the process and noticing sections, notice requirements were met to hold a public hearing on November 20, 2018.*

J. **Comprehensive Plan Analysis:**

The Kuna City Council may accept or reject the Comprehensive Plan components, and has determined the proposed combination preliminary and final plat request for the site *is* consistent with the following Comprehensive Plan components as described below:

2.0 – **Property Rights**

Goal 1: *Ensure that the City of Kuna land use policies, restrictions, conditions and fees do not violate private property rights. Establish an orderly, consistent review process for the City of Kuna to evaluate whether proposed actions may result in a private property "takings".*

Policy: *As part of a land use action review, the staff shall evaluate with guidance from the City's attorney; The Idaho Attorney General's six criteria established to determine the potential for property taking.*

6.0 – Land Use

Policy: Provide a variety of housing densities and types to accommodate various lifestyles, ages and economic groups.

Goal 2: Encourage a balance of land uses to ensure that Kuna remains desirable, stable and a self-sufficient community.

Goal 3: Protect the quality of existing residential neighborhoods and ensure new residential development is sustainable. Provide a variety of housing opportunities to meet the needs of all Kuna residents.

Objective 3.1: Encourage and plan for the development of cohesive neighborhood units that incorporate a variety of housing densities and styles.

9.0 – Transportation

Goal 1: Promote and encourage bicycling and walking as transportation modes.

10.0 – Recreation

Goal 2: Integrate trails, pathways, bike lanes and greenway corridor systems into community life and development patterns.

Objective 2.1: Ensure that neighborhoods have easy access to open green space, pathways, trails and bike lanes.

12.0 – Housing

Goal 1: Provide a wide-range of housing to meet the needs of the current and future population. Ensure that housing is available throughout the community for people of all income levels and for those with special needs.

Objective 1.1: Encourage the construction of housing that is safe, affordable and designed to accommodate a range of income levels and lifestyles.

Policy: encourage the development community to provide a variety of lot sizes, dwelling types, densities and price points.

Goal 3: Encourage high-quality residential development.

K. Kuna City Code Analysis:

1. This request appears to be consistent and in compliance with all Kuna City Code (KCC).

Comment: *The proposed application adheres to the applicable requirements of Title 5 and Title 6 of KCC.*

2. The City Council feels the site is physically suitable for the proposed development.

Comment: *The 40.00-acre (approximate) site does appear to be suitable for the proposed development.*

3. The annexation and preliminary plat requests are not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

Comment: *The land to be developed is not used as wildlife habitat. Roads, driveways, family units and open spaces are planned for construction according the City and ACHD requirements and best practices and will therefore not cause environmental damage or loss of habitat.*

4. These applications *are not* likely to cause adverse public health problems.

Comment: *The project would connect to public sewer and potable water systems, therefore eliminating the occurrence of adverse public health problems.*

5. The application appears to avoid detriment to the present and potential surrounding uses; to the health, safety, and general welfare of the public taking into account the physical features of the site, public facilities and existing adjacent uses.

Comment: *The preliminary plat request considers the location of the property and adjacent uses. The adjacent uses are residential and agricultural.*

6. The existing and proposed street and utility services in proximity to the site are suitable *or* adequate for single family homes.

Comment: *Correspondence from ACHD and Kuna Public Works confirms that the streets and utility services are suitable and adequate for this project.*

L. Conclusions of Law:

1. Based on the evidence contained in Case Nos. 18-04-AN and 18-03-S, Council finds Case Nos. 18-04-AN and 18-03-S *does* adequately comply with Kuna City Code.
2. Based on the evidence contained in Case Nos. 18-04-AN and 18-03-S, Council finds Case Nos. 18-04-AN and 18-03-S generally *does* comply with Kuna City Comprehensive Plan.
3. The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

M. Commission's Recommendation:

Based on the facts outlined in staff's report and public testimony as presented, the Planning and Zoning Commission of Kuna, Idaho, recommended approval of Case No. 18-04-AN (Annexation) & 18-03-S (Preliminary Plat) to the City Council subject to the conditions of approval listed in section O of this staff report on October 9, 2018.

N. Council's Order of Decision:

Based on the facts outlined in staff's report and public testimony as presented, the City Council of Kuna, Idaho, hereby *approves* Case Nos. 18-04-AN (Annexation) & 18-03-S (Preliminary Plat) subject to the conditions of approval listed in section O of this staff report:

O. Conditions of Approval:

1. The applicant and/or owner shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
 - a. The City Engineer shall approve the sewer hook-ups.
 - 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 approval of the 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 Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District are required.
 - e. The Kuna Municipal Irrigation District 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).
 - g. All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.
2. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see **KCC 6-4-2-W**.
 3. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
 4. 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 (KMID).
 5. Curb, gutter and sidewalk shall be installed throughout the proposed project site and along the site's frontages on Deer Flat Road and Stroebel Road.
 6. Applicant shall work with ACHD and follow the American Association of State Highway and Transportation Officials (AASHTO) standards and guidelines for the development of bicycle facilities.
 7. Street lights and parking lights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Skies practices.
 8. Parking within the site shall comply with Kuna City Code. (Unless specifically approved otherwise).
 9. Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise and permitted). Perimeter fencing (and permit) is required prior to requesting final plat signatures from Kuna City Clerk and Engineer.
 10. All signage within/for the project shall comply with Kuna City Code and shall be approved through the design review process.
 11. 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 within public rights-of-way shall be with approval from the public entities owning the property.
 12. All proposed amenities shall comply with Kuna City Code and shall be approved through the design review process prior to receiving building permits.
 13. If any revisions are made, the applicant shall provide the Planning and Zoning Staff with a revised copy of the preliminary plat.
 14. The land owner/applicant/developer, 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 shall follow staff, City engineers and other agency recommended requirements as applicable.
 16. Developer/owner/applicant shall comply with all local, state and federal laws.

DATED: This 4th day of December, 2018.

Joe Stear, Mayor
Kuna City

ATTEST:

Chris Engels
Kuna City Clerk

GIVENS PURSLEY LLP

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Franklin G. Lee
David R. Lombardi
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Kenneth R. McClure
Kelly Greene McConnell
Alex P. McLaughlin
Melodie A. McQuade
Christopher H. Meyer
L. Edward Miller
Patrick J. Miller
Judson B. Montgomery
Emily G. Mueller
Deborah E. Nelson

W. Hugh O'Riordan, LL.M.
Randall A. Peterman
Jack W. Relf
Michael O. Roe
Jamie Caplan Smith
P. Mark Thompson
Jeffrey A. Warr
Robert B. White

Kenneth L. Pursley (1940-2015)
James A. McClure (1924-2011)
Raymond D. Givens (1917-2008)

November 29, 2018

VIA EMAIL cityclerk@kunaid.gov

Ms. Chris Ingalls
751 West 4th Street
Kuna, ID 83634

Re: Notice of Appearance and Motion to Re-Open Continued Hearing in 18-02-S (Pre Plat) for Madrone Heights

Dear Ms. Ingalls:

Please include this notice and motion in the Council's materials for its December 4, 2018 public hearing.

This firm represents and is appearing on behalf of N Star Farm, LLC (the "**Applicant**"), in connection with preliminary plat application 18-02-S (Pre Plat) (the "**Application**"). The Application seeks approval of a preliminary plat to subdivide 39.5 acres (the "**Property**") into 206 buildable lots in four phases.

The Council already annexed and zoned the Property. Specifically, on March 6, 2018, the City annexed the Property and entitled it with an R-6 zoning designation with a density cap of 5.2 dwelling units per acre. Accordingly, the density sought by the Application has already been approved. In the previous annexation and zoning decision, the City concluded the Property is suitable for development, and the existing and proposed streets in proximity to the Property are adequate for residential purposes.

In reliance on the City's prior approvals and zoning entitlements, the Applicant submitted the pending Application. Staff recommended approval of the Application. Similarly, the City's Planning and Zoning Commission forwarded the Council a recommendation of approval.

Ms. Chris Ingalls
November 29, 2018
Page 2

The Council first took up the Application on November 7, 2018. At that time, the Council heard testimony from City Staff, the Applicant's representative, and the public. Ultimately, the Council continued the hearing for City Staff to provide additional communications from the Idaho Transportation Department ("ITD").¹

On November 20, 2018, the Council took up the continued hearing. City Staff addressed the Council's previous concerns with ITD's comments and stated that ITD submitted a supplemental letter withdrawing any objection to the Application.² Additional testimony from the public was also taken.

Mr. Bob Bachman testified that the City is able to provide sewer service to the Property at 5.2 dwelling units per acre.³ The record before the Council shows that neither ITD nor the Ada County Highway District have any safety concerns with the Application. The Applicant's representative provided brief additional testimony regarding ITD's revised comment letter and let the Council know he would stand for any questions.⁴ No questions were directed at the Applicant, the Council closed the public hearing, and began deliberation.⁵

In deliberation, the Council expressed new concerns regarding the lack of sidewalks offsite on Avalon Street and sewer service to the Property.⁶ Several motions were made, modified, and withdrawn.⁷ It is not totally clear, but it appears that the motion voted on was as follows:

Councilmember Cardoza: "I will have to use the city code as a motion. City code 6-2-3(f)(1)-(5), specifically number 4 the public financial capacity to provide supporting services to the proposed development and other health, safety and environmental considerations. Probably number two would also apply to this to a certain aspect. The availability of public services to accommodate the proposed development. That is my motion."⁸

Although the motion does not seek approval or denial, two voted in favor and one against.⁹ The City Attorney recommended that the hearing be continued to adopt written findings.

¹ November 7 Hearing Audio at 2:42:10 (Councilmember Buban-Vonder Haar stated: "I move we table the public hearing and consideration of case number 18-02-S until the November 20th meeting. At which time we will reopen the public hearing to receive additional testimony and information.").

² November 20 Hearing Audio at 11:25.

³ See November 20 Hearing Audio at 17:35 (Mr. Bachman: "I still stand by my previous statement that we can work with the 5.2"); see also November 20 Hearing Audio at 20:29 (Mr. Bachman: "At this time, if this project were to move forward, we would have no problem issuing a will serve letter to serve the property.").

⁴ November 20 Hearing Audio at 20:30.

⁵ November 20 Hearing Audio at 27:45.

⁶ November 20 Hearing Audio at 41:10 (Councilmember Cardoza: "my consideration for the public without sidewalks going down either side of Avalon, would that be considered a reason for denial?").

⁷ See e.g. November 20 Hearing Audio at 43:07, 50:53 (Clerk: "I have three motions out there"), and 49:20.

⁸ November 20 Hearing Audio at 49:20.

⁹ November 20 Hearing Audio at 52:40.

Ms. Chris Ingalls
November 29, 2018
Page 3

Councilmember Cardoza stated: “Motion we continue this meeting to December 4th”, which was unanimously approved.¹⁰ Councilmember Cardoza’s motion continued the hearing without any restrictions, and the matter is still continued and may be reopened by the Council.

With this motion to reopen, the Applicant requests that the Council continue this matter to its next regular meeting for the purpose of taking additional evidence. We believe the Council’s apparent denial was improper. Among other concerns, Councilmembers relied on evidence not in the record and also made conclusions contradictory to the evidence in record. Additionally, the Applicant was not given an opportunity to respond to any of the Council’s reasons for denial, which only arose after the public hearing was closed. For these reasons, we respectfully request the matter be reopened and additional comment allowed so the Council can make its deliberations with all of the relevant evidence before it.

If the Council moves forward and approves written findings at its December 4th hearing, the Applicant will be forced to seek reconsideration under Idaho Code Section 67-6535 and an action for judicial review under Idaho Code Section 67-6521 if necessary.

Sincerely,



Jeff Bower

/JWB

cc: William Gigray, wfg@whitepeterson.com
Wendy Howell, whowell@kunaaid.gov
Troy Behunin, tbehunin@kunaaid.gov

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¹⁰ November 20 Hearing Audio at 54:30.

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

<p>IN THE MATTER OF THE APPLICATION OF</p> <p>TIM ECK</p> <p>For approval of preliminary plat map for Madrone Heights Subdivision</p> <hr/>	<p>)</p>	<p>Case No. 18-02-S</p> <p>FINDINGS OF FACT,</p> <p>CONCLUSIONS OF LAW,</p> <p>DECISION AND ORDER OF</p> <p>DECISION OF</p> <p>PRELIMINARY PLAT</p> <p>APPLICATION</p>
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THIS MATTER having come before the City council for public hearing on November 20, 2018 and continued to December 4, at 6:00 p.m. for receipt and consideration by the City Council of these Findings of Fact, Conclusions of Law and Order of Decision for the above referenced Application for approval to subdivide approximately 39.5 acres into 206 single lots, an additional 27 common lots, and one shared driveway, pursuant to Chapter 13, Title 50, Idaho Code, §67-6513 and Kuna City Code Title 6, §6-2-3 (F). The City Council, does hereby make and set forth the Record of Proceedings, and these Findings of Fact, Conclusions of Law, and Order of Decision.

**I
RECORD OF PROCEEDINGS**

The record of the proceedings of the above-referenced matter consists of the following, to-wit:

1.1 Exhibits:

<i>DESCRIPTION OF EVIDENCE</i>		Withdrawn	Refused	Admitted
1	Notice of Public Hearing			X
2	Affidavit of Publication			X
3	Certificate of Mailing			X
4	Proof of Site Posting			X
5	Staff Report prepared by Troy Behunin, dated October 31, 2018			X

1.2 Hearings

- 1.2.1** A Public hearing was commenced by the City Council on the 7th day of November, 2018, and the hearing was continued to the 20th day of November, 2018 to receive additional testimony and information; and
- 1.2.2** The public hearing was reconvened on the 20th day of November, 2018 to further consider the additional information, and the hearing was continued to the 4th Day of December, 2018 for consideration of the Findings of Fact, Conclusions of Law, and Order of Decision to be prepared by the City Attorney.
- 1.2.3** The public hearing was reconvened on the 4th day of December, 2018, at which time the City Council received, reviewed and adopted these Findings of Fact, Conclusions of Law, and Order of Decision.

1.3 Witness Testimony

- 1.3.1** Those who testified at the November 7, 2018 hearing are as follows, to-wit:
 - 1.3.1.1** City Staff:
Troy Behunin, Planner III
 - 1.3.1.2** Appearing for the Applicant:
Kevin McCarthy of KM Engineering, 9233 W. State Street, Boise
 - 1.3.1.3** Neighboring Property Owners appearing neutral:
Cindy Gieson, 1363 S. Ash, Kuna
 - 1.3.1.3** Neighboring Property Owners appearing in opposition:
Nancy Simper, 4597 W. Deer Flat Rd., Kuna
- 1.3.2** Those who testified at the November 20, 2018 hearing are as follows, to-wit:

- 1.3.2.1 City Staff:
Troy Behunin, Planner III
Bob Bachman, Public Works Director
- 1.3.2.2 Appearing for the Applicant:
Kristi Garbo of KM Engineering
- 1.3.2.3 Neighboring Property Owners
Nancy Simper
Kelly Simper, 4597 W. Deer Flat Rd., Kuna

1.3.3 No other witnesses appeared at the hearing on November 20, 2018, which was then closed for the receipt of evidence and testimony.

**II
DECISION**

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

**III
FINDINGS OF FACT**

3.1 Findings Regarding Notice

3.1.1 **Notice Required:** Notice has been given in accordance with the City Code and Idaho Statutes.

3.1.2 Notice Provided

3.1.2.1 Notice was published for the November 7, 2018 hearing on the preliminary plat for Madrone Heights Subdivision was published in the *Kuna Melba Newspaper*, the official City of Kuna newspaper, which has general circulation within the boundaries of the City and in Ada County and Canyon County.

<i>Newspaper</i>	<i>Dates Published [2018]</i>
<i>Kuna Melba Newspaper</i>	October 3

3.1.2.2 Notice for the November 7, 2018 hearing containing the legal description of the property proposed to be developed was mailed on

the 29th day of November, 2018 to all known and affected property owners within three hundred (300) feet of the boundaries of the area described in the application.

3.1.2.4 Notice for the November 7, 2018 hearing was posted in conspicuous places within City Hall on the 9th day of November, 2018.

3.2 Findings Regarding Planned Subdivision

3.2.1 The land for the Madrone Subdivision plat being considered was annexed into the city with a maximum density of 5.2 based on a sewer capacity issue.

3.2.2 The Applicant seeks to subdivide the property into 206 individual lots.

3.2.3 The total area of subdivision being considered for preliminary plat is 39.5 acres.

3.3 Testimony of the City Planner

3.3.1 **Conclusions:** The City Planner, in a memo to the council dated October 31, 2018 confirmed that a review of the site and records on file at the City of Kuna has been completed with the following conclusions:

3.3.1.1 The applicant previously annexed the land as part of the former Urza property application.

3.3.1.2 The parcel was annexed into Kuna City limits last spring with a R-6 (Medium Density) zoning. The application proposal conforms to the conditions outlined in the Findings of Fact and Conclusions of Law.

3.3.1.3 All major public utilities are approximately 1,325 feet east, at Ten Mile and Kuna Roads and Applicant has been made aware the development of this parcel will require extension of, and connection to city services.

3.3.2 **Staff Recommendations:** As a result of the review, the City Planner III, Troy Behunin, recommended approval of the preliminary plat to provide:

3.3.2.1 The Applicant work with Kuna City, ACHD, and Kuna Rural Fire District to conform to each agency's requirements.

3.3.2.2 In the northeast corner of the site is a pocket park on lot 12, block 2. The Kuna Recreation and Pathway Map indicates a trail in this area. Staff recommends that the applicant provide a public easement for a future greenbelt/pathway to be built in the future by the H.O.A. if development occurs on the east or north.

3.3.2.3 Staff recommends that plantings be arranged so that a blockade is not formed accidentally.

3.4 Other Testimony

3.4.1 Kevin McCarthy of KM Engineering on behalf of the Applicant testified that they agreed to the list of conditions for approval listed in the staff report. He commented that the Applicant had addressed the letter written from Mr. Richard Deutsche and indicated that they did do a traffic study that ACHD reviewed and commented on ITD for its part did not comment on the traffic impact study as the property did not request direct access to the State Highway System, he noted that ITD did provide additional comment before the November 20 hearing and noted that they had no concerns.

3.4.2 Cindy Gieson, was neutral on the subdivision application. She was concerned with the dark sky considerations and wanted to ensure that the City had an ordinance for maintaining dark sky provisions when considering subdivision approvals. Apart from ensuring dark skies she had no objection to the subdivision.

3.4.3 Mayor Stear read a letter from Richard Deutsche into the record which stated his concern regarding the public access to his property. He asked that the proposed road approximately 600 feet north of Kuna Road be blocked off. He spoke with the Applicant who agreed to put a solid fence across Mr. Deutsche’s west boundary. Mr. Deutsche’s letter also stated a concern for greenbelt access points out of the north boundary of the subdivision. Cattle were grazing there and he felt the north access points should not be open to the public.

3.4.4 Mayor Stear read a second letter into the record from Randy Maurer. Mr. Maurer felt the land was not suitable for development and stated it did not border city limits and impact fees were not enough to cover expenses of new growth.

3.4.5 Nancy Simper testified in opposition to the application. She was opposed to the development because of traffic concerns. She stated that she did not believe Kuna had the roadway infrastructure at this time that would be needed to support increased traffic into Kuna from the west side of town during peak times. She felt this issue was overlooked during the traffic impact study. Additionally, she stated that emergency service access to the area during a train crossing at this point of entry into Kuna would be a travel and safety problem. She cited the City of Kuna Comprehensive Plan needs to “balance land use planning with transportation needs” and “a significant safety hazard results from the Union Pacific Railroad line physically separating north and south Kuna with few out-grade railroad separations and more than 30 trains a day passing through the community.” She additionally stated that the proposed subdivision did meet other goals of the plan such as providing single family housing and the future potential to connect the city’s greenbelt but felt that it would be premature without first approving plans to meet transportation and public safety goals.

3.4.6 Kelly Simper voiced for the record his opposition to the development until further safety concerns were addressed.

3.5 City Council’s Findings

3.5.1 The City council’s concern and responsibility is to assure that they safeguard public safety and transportation issues when considering subdivision applications.

3.5.2 Idaho Code § 67-6513 provides that the City shall enact a subdivision ordinance for “standards and for the processing of applications for subdivision permits.”

3.5.3 The City of Kuna has met its statutory mandate with the adoption of Title 6 of the Kuna City Code.

3.5.4 Kuna City Code 6-2-3(F)(1)-(5) is controlling in this matter, it is found that it states clear policy for considering approval of preliminary plat applications for subdivisions. Of particular concern are, “the conformance of the subdivision with the comprehensive plan, the availability of public services to accommodate the proposed development, the continuity of the proposed development with the capital improvement program, the public financial capability to provide supporting services to the proposed development, and other health, safety and environmental considerations.”

3.5.5 The Council’s findings in the exercise of their discretion and opinion concerning what is in the interests of justice in this matter include the following considerations:

3.5.4.1 Presently, the land proposed for the development is zoned R6 with 5.2 due to concerns regarding sewer capacity; and

3.5.4.2 Subdivision applications should not be approved unless it is clearly demonstrated by the evidence that there is no insurmountable present or future public safety concern; and

3.5.4.3 Preliminary Plat applications should not be approved unless it is clearly demonstrated by the evidence that the future subdivision will not affect and/or is consistent with good public transportation planning for the area potentially affected by proposed subdivision; and

3.5.4.4 Preliminary plat maps should not be approved unless it is clearly demonstrated by the evidence that it is in the public interest and in accordance with the Council’s exercise of good stewardship of the public trust to approve the preliminary plat.

3.5.6 It is not in the public interest nor is it in the interest of justice in this matter to grant the application for preliminary plat for the Madrone Heights Subdivision.

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

- 4.1 City of Kuna is a duly formed Municipal Corporation organized and existing by virtue of the laws of the State of Idaho and is organized, existing and functioning pursuant to Chapter 1, Title 50, Idaho Code.
- 4.2 The power of the City of Kuna lies in the city council to hear this matter as provided in Idaho Code § 67-6513 and Kuna City Code §6-2-3 (F).
- 4.3 The Kuna City Council have the exclusive general supervisory authority over all plat approvals and certification under their jurisdiction as provided in Idaho Code § 50-1308.
- 4.4 In the event it can not be established from the evidence, as it cannot in this matter, that the proposed subdivision would not create an insurmountable impact on the health and safety of the public the application should be denied.

**V.
CONCLUSIONS OF LAW
RE: PROCEDURE FOR APPROVING PRELIMINARY PLATS**

- 5.1 Kuna City Code § 6-2-3(F) provides: *Commission’s findings: In determining the acceptance of the proposed subdivision, the commission shall consider the objectives of this title to include the following: 1. The conformance of the subdivision with the comprehensive plan; 2. The availability of public services to accommodate the proposed development; 3. The continuity of the proposed development with the capital improvement program; 4 The public financial capability to provide supporting services to the proposed development; and 5. Other health, safety and environmental considerations. .*
- 5.2 Idaho Code § 67-6513 provides: *Each governing board shall provide, by ordinance adopted, amended, or repealed in accordance with the notice and hearing procedures provided under section 67-6509, Idaho Code, for standards and for the processing of applications for subdivision permits under sections 50-1301 through 50-1329, Idaho Code. Each such ordinance may provide for mitigation of the effects of subdivision development on the ability of political subdivisions of the state, including school districts, to deliver services without compromising quality of service delivery to current residents or imposing substantial additional costs upon current residents to accommodate the proposed subdivision. Fees established for purposes of mitigating the financial impacts of development must comply with the provisions of chapter 82, title 67, Idaho Code. Denial of a subdivision permit or approval of a subdivision permit with conditions unacceptable*

to the landowner may be subject to the regulatory taking analysis provided for by section 67-8003, Idaho Code, consistent with the requirements established thereby.

**VI.
ORDER OF DENIAL OF APPLICATION FOR PRELIMINARY PLAT MAP**

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

6.1 That the above entitled application is denied.

BY ACTION OF THE CITY COUNCIL of the City of Kuna at its regular meeting held on the ____ day of _____, 2018.

Joe Stear, Mayor

Attest:

Chris Engels, City Clerk



CITY OF KUNA

PLANNING & ZONING DEPARTMENT

751 West 4th Street
P.O. Box 13
Kuna, ID 83634
Phone: 208-922-5274
Fax: 208-922-5989
www.kunacity.id.gov

November 29, 2016

RE: 18-01-S (Preliminary Plat) Whisper Meadows Subdivision:

On November 20, 2018, the applicant requested that the Council table the following Case No. until the December 4, 2018 Council meeting.

Katie Miller with Bailey Engineers, requests approval to subdivide approximately 73.50 acres into 310 buildable lots, 38 common lots. The subject site is located near the northwest corner of Linder and Columbia Roads, Meridian, Idaho, ID 83642, within Section 2, Township 2 North, Range 1 West, B.M. (APN#'s R1393850100, R1693860010, R1693860290 and R1693860280).

On November 29, 2018, staff received a phone call from the applicant and his representative, requesting that the Preliminary Plat application for the Whisper Meadows Subdivision be removed from the agenda. When the applicant is ready to move this application forward, the normal procedures for public noticing will be applied, including letters sent through the U.S.P.S., the site will be posted and notice will be published in the Kuna Melba News.

This is a formal request to remove Case No. 18-01-S, Whisper Meadows Preliminary Plat from the agenda.

If you have any questions regarding this information, please contact me at 922.5274 or by e-mail at TBehunin@KunaId.gov.

Respectfully,

A handwritten signature in blue ink that reads "Troy Behunin". The signature is fluid and cursive.

Troy Behunin
Planner III
Kuna Planning and Zoning Department

Cc: Wendy Howell, Director of Planning Services

B Bailey Engineering, Inc.
CIVIL ENGINEERING|PLANNING|CADD

TO: Troy Behunin, Senior Planner
Planning & Zoning Department
Kuna City Hall
751 W. 4th St.
Kuna, ID 83634

DATE: November 30, 2018

PROJECT: Whisper Meadows Subdivision (Preliminary Plat 18-01-S)

Troy:

The applicant would like to request being removed from the December 4, 2018 City Council agenda and rescheduled for a future date.

If you have any questions or comments regarding this matter, please contact me at kmiller@baileyengineers.com or call me at (208) 938-0013.

Sincerely,



Katie Miller
Project Manager

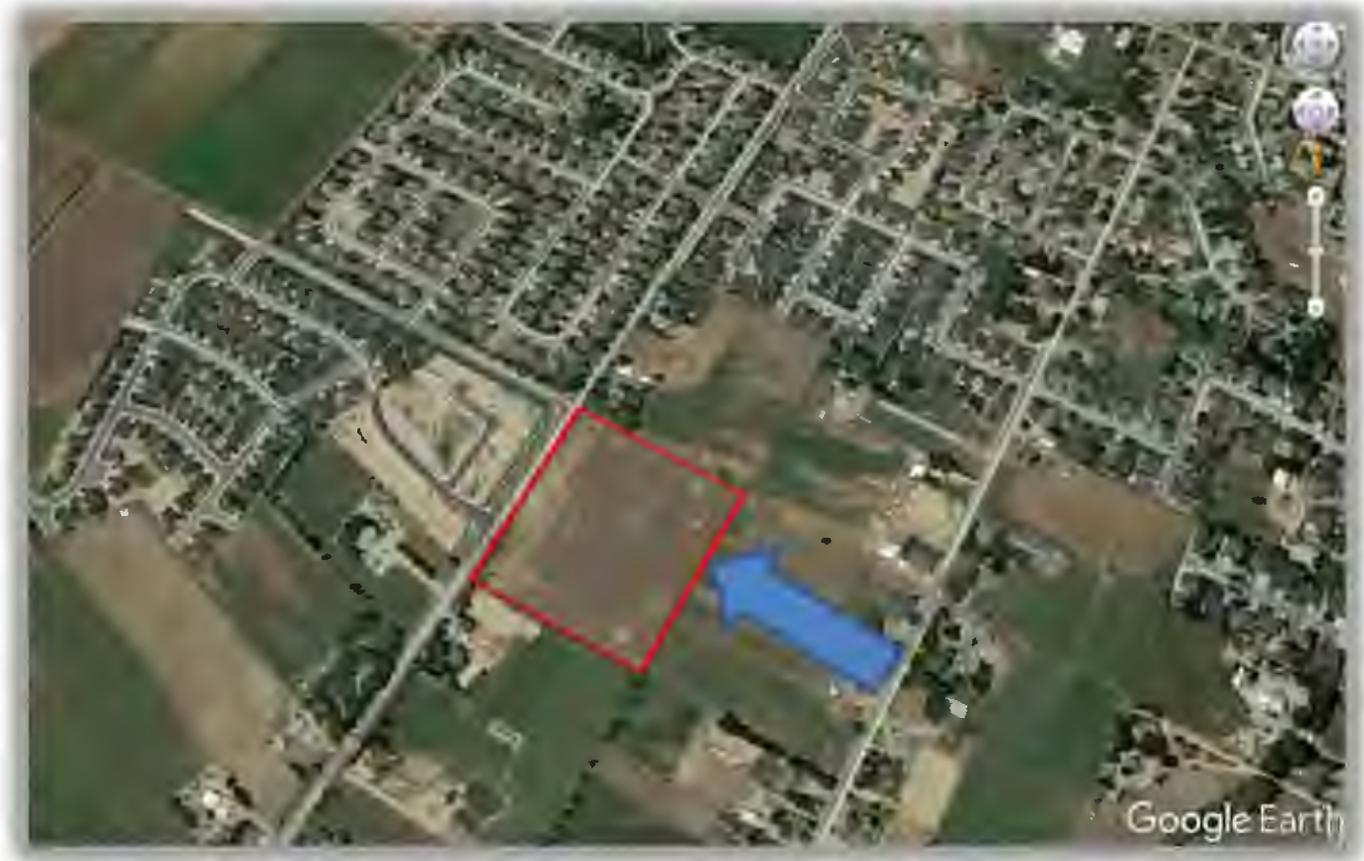
a. Notifications

- i. Neighborhood Meeting August 10, 2018 (Two persons attended)
- ii. Agencies November 2, 2018
- iii. 350' Notice to Property Owners November 21, 2018
- iv. Kuna, Melba Newspaper November 7, 2018
- v. Site Posted November 16, 2018

B. Applicants Request:

Applicant, David Crawford, with B & A Engineers, requests approval of this Variance request, in order to reduce the landscape buffer width requirements for the west side of their property along Ten Mile Road. Applicant requests to reduce the landscape buffer width from 20 feet down to 8 feet and apply the landscaping with the rights-of-way toward the landscape buffer width requirement. This site is located at southeast corner of Ten Mile Rd. and Sunbeam St. (See Map Below).

C. Aerial Map:



©Copyrighted

D. History: The property was rezoned to R-6 in September of 2017, and historically been used as a residential home site with associated agricultural-related uses (pasture).

E. General Project Facts:

1. Surrounding Land Uses:

North	Ag/R-4	Agriculture and Low/Medium Density Residential – Kuna City
South	R-6	Medium Density Residential – Kuna City
East	Ag RUT	Agriculture – City of Kuna Rural Urban Transition – Ada County
West	R-6	Medium Density Residential – Kuna City

2. **Parcel Sizes, Current Zoning, Parcel Numbers:**

- Parcel Size: Approximately 9.43 acres.
- Zoning: R-6 (Medium Density Residential)
- Parcel #: R5070501800

3. **Services:**

Sanitary Sewer– City of Kuna	Potable Water – City of Kuna
Irrigation District – Kuna Municipal District	Pressurized Irrigation – City of Kuna
Fire Protection – Kuna Rural Fire District	Police Protection – Kuna Police (Ada County Sheriff)
Sanitation Services – J & M Sanitation	

4. **Existing Structures, Vegetation and Natural Features:**

The site is currently under construction to become a residential subdivision.

5. **Transportation / Connectivity:**

The subject site’s frontage is adjacent to S. Ten Mile Road, which currently has two (2) travel lanes on approximately 48 feet of pavement within the rights-of-way, including curb, gutter and sidewalk on the west side of Ten Mile. Applicant will improve South Ten Mile Road on the East side, abutting the site.

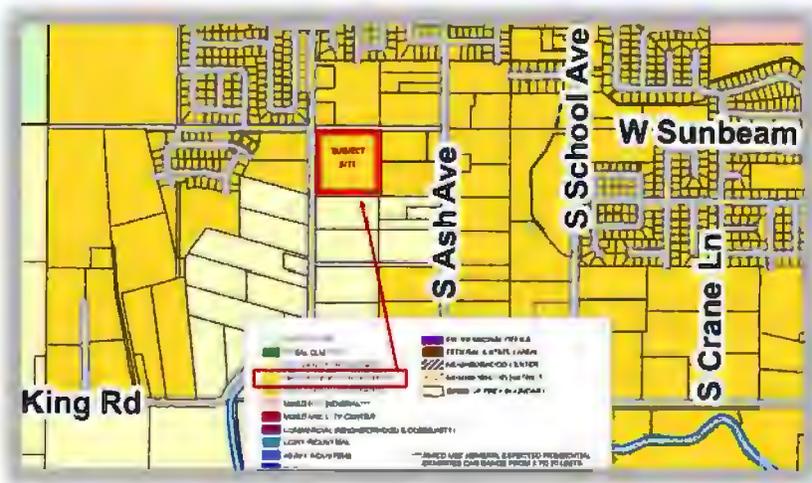
The West Sunbeam Street alignment abutting the northern boundary of the site will also include improved rights-of-way (ROW), including road, curb, gutter and sidewalk. Sunbeam is not part of this Variance application/request.

6. **Environmental Issues:**

The subdivision will ultimately be required to connect to the Kuna sanitary sewer system, staff is not aware of any environmental issues, health or safety conflicts at this time. This site’s topography is generally flat.

7. **Comprehensive Future Land Use Map:** The Future Land Use Map (FLU) identifies this site as Medium Density Residential. Staff views this proposed Variance request to be consistent with approved Comprehensive Plan Future Land Use Map.

(See Map Below)



8. **Agency Responses:**

The following agencies returned comments which are included as exhibits with this case file:

- City Engineer.....Exhibit B1
- Boise Project Board of Control (BPBC)Exhibit B2
- Idaho Transportation Department (ITD).....Exhibit B3

F. **Staff Analysis:**

The applicant requests this ability to reduce the required landscape buffer width on Ten Mile Road from 20 feet, down to eight feet, measured from the Rights-of-Way (ROW), into the project.

The applicant proposes that there was confusion between the applicant and Ada County Highway District (ACHD), at some point between preliminary plat approvals and construction plan approvals. The applicant proposes to maintain the landscaping that is required, but due to these conditions, a large portion of the landscape buffer will be *inside* the ROW, similar to another project in the area. The landscaping within the ROW will be maintained by the subdivisions HOA via a license agreement with ACHD.

Since sidewalks and landscaping will be in place, staff believes that the safety for motorists and pedestrians will not be compromised if this application is approved as requested. Staff believes that if the landscaping within the ROW is in place and the HOA will have a license agreement that this request follows the intent of the roadway improvements including the landscape buffer. Staff will rely on the Council for a decision.

Staff has determined that this request appears to comply with Title 5, Chapter 11 of Kuna City Code; and the Kuna Comprehensive Plan; and sends Case No. 18-03-V to the City Council for its decision, subject to the conditions of approval as decided at the public hearing.

G. **Applicable Standards:**

1. Kuna City Code, Title 5, Zoning Regulations
2. City of Kuna Comprehensive Plan
3. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act

H. **Proposed Comprehensive Plan Analysis:**

The Kuna City Council may accept or reject the Comprehensive Plan components as described below:

1. The proposed Variance application for the site is consistent with the following comprehensive plan components:

2.0 – Property Rights

Goal 1: *Ensure that the City of Kuna land use policies, restrictions, conditions and fees do not violate private property rights. Establish an orderly, consistent review process for the City of Kuna to evaluate whether proposed actions may result in private property “takings”.*

Policy: As part of a land use action review, the staff shall evaluate with guidance from the City’s attorney; The Idaho Attorney General’s six criteria established to determine the potential for property taking.

Objective 1.1: Ensure that City land use actions, decisions and regulations will not cause an unconstitutional physical occupation or physical invasion of private property.

Objective 1.2: Ensure that City land use actions, decisions and regulations will not do not effectively eliminate all economic value of the subject property.

Objective 1.4: Ensure that City land use actions, decisions, and regulations do not prevent a private property owner from taking advantage of a fundamental property right. Ensure City actions do not impose a substantial and significant limitation on the use of the property.

6.0 – Land Use

Goal 2: Encourage a balance of land uses to ensure that Kuna remains a desirable, stable and self-sufficient community.

I. Proposed Findings of Fact:

- 1. Based on the record contained in Case No. 18-03-V including the exhibits, staff’s report and any public testimony at the public hearing, the Council of Kuna, Idaho, hereby **approves/conditionally approves/denies** the Findings of Fact and Conclusions of Law, and the conditions of approval for Case No. 18-03-V.
- 2. The Council of Kuna **approves/conditionally approves/denies** the facts as outlined in the staff report, the public testimony and the supporting evidence list presented.

Comment: *The Kuna City Council held a public hearing on the subject applications on December 4, 2018, to hear from the City staff, the applicant, and to accept public testimony. The decision by the Council is based on the application, staff report and public testimony, both oral and written*

- 3. Based on the evidence contained in Case No. 18-03-V, this proposal **does / does not** appear to generally comply with the Comprehensive Plan and Future Land Use Map.

Comment: *The Comp Plan Future Land Use Map designates the approximately 9.43 acres (project site) as Medium Density Residential.*

- 4. The Kuna City Council has the authority to approve or deny these applications.

Comment: *On December 4, 2018, Kuna’s Council will vote to **approve/conditionally approve/deny** Case No. 18-02-V.*

- 5. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances.

Comment: *As noted in the process and noticing section, notice requirements were met to hold a public hearing on December 4, 2018.*

J. Proposed Kuna City Code Analysis:

- 1. This request appears to be consistent and in compliance with all Kuna City Code (KCC).

Comment: *The proposed application adheres to the applicable requirements of Title 5, Chapters 4 through 6, of the KCC.*

- 2. The site is physically suitable for the proposed development.

Comment: *The approximately 9.43 acre project site is suitable for a subdivision.*

- 3. The Variance **is / is not** likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.

Comment: *The land to be expanded on is not used as wildlife habitat. Roads, structures and open space already exist and will therefore not cause environmental damage or loss of habitat.*

- 4. The Variance application **is / is not** likely to cause adverse public health problems.

Comment: *Through comments received from outside agencies, there does not appear to be a health issue.*

- 5. The application appears to avoid detriment to the present and potential surrounding uses; to the health, safety, and general welfare of the public taking into account the physical features of the site, public facilities and existing adjacent uses.

Comment: *The Variance request considers the location of the property and adjacent uses. The adjacent uses are currently agriculture and residential – as referenced in the Kuna Comprehensive Plan Future Land Use Map.*

- 6. The existing utility services in proximity to the site are adequate for this site.

Comment: *Utility services are already available and connected to the existing house and adequate for this addition.*

K. Proposed Conclusions of Law:

- 1. Based on the evidence contained in Case No. 18-03-V, Council finds Case No. 18-03-V generally **does / does not** comply with Kuna City Code.
- 2. Based on the evidence contained in Case No. 18-03-V, Council finds Case No. 18-03-V **is/is not** generally consistent with Kuna’s Comprehensive Plan.
- 3. The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

L. Proposed Order of Decision by Council:

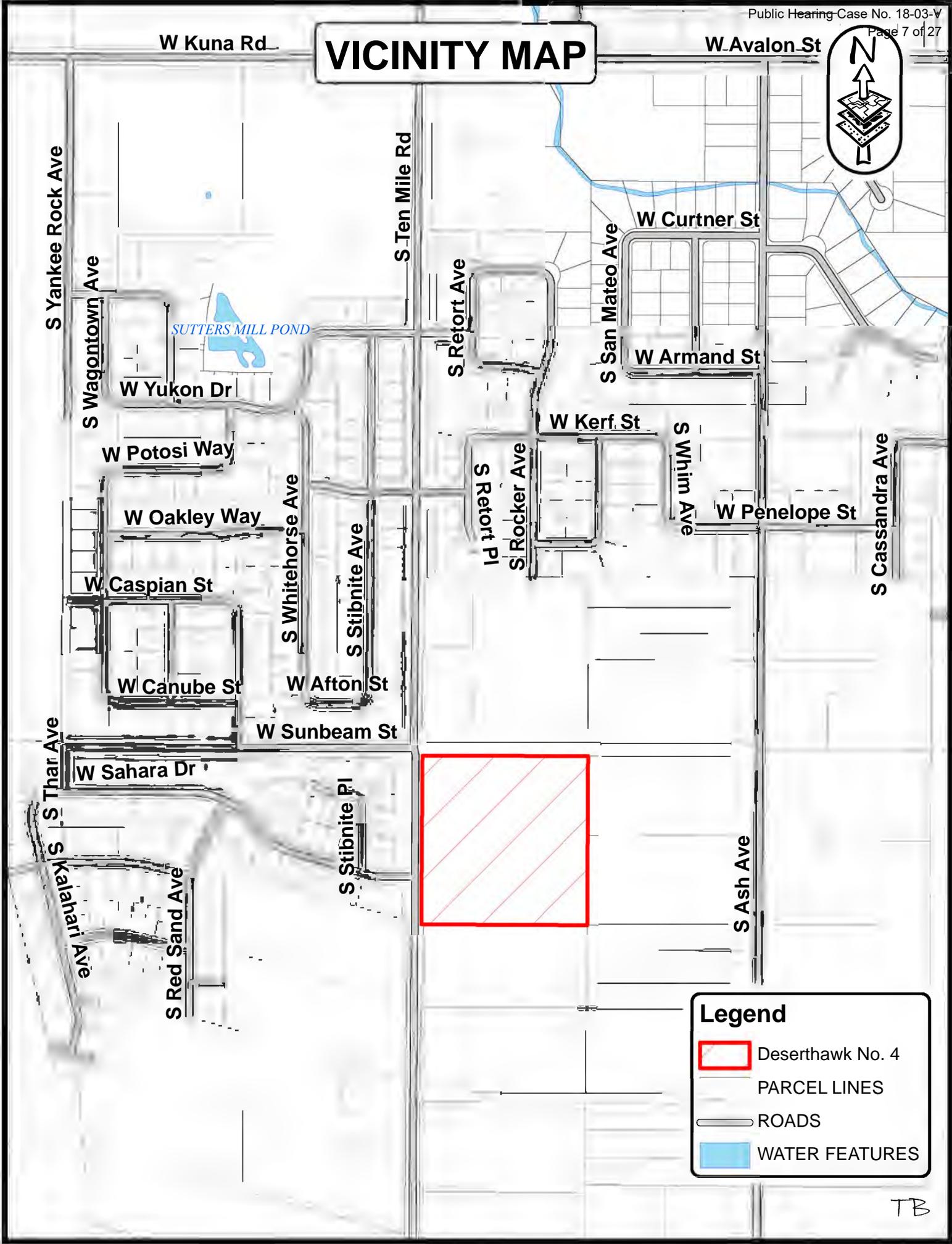
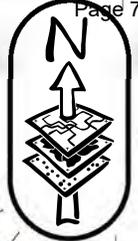
Note: This motion is for approval, conditional approval or denial of these requests. However, if the Council wishes to approve or deny specific parts of these requests as detailed in the report, those changes must be specified.

Based on the facts and exhibits outlined in staff’s report, the public testimony as presented, the City Council of Kuna, Idaho, hereby **approves / conditionally approves / denies** Case No. 18-03-V, a Variance request by David Crawford with B & A Engineers, **(with or without)** the following conditions of approval:

- 1. In the event the uses or the building on this parcel are enlarged, expanded upon or altered in anyway (even for temporary purposes), the landowner/applicant/developer, and any future assigns having interest in the subject property, shall seek an amendment to the approvals of this Variance through the public hearing process.
- 2. All easements and public right-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. Any work within the Ada County Highway District right-of-way requires a permit.
- 3. **Applicant shall pay all ACHD impact fees prior to issuance of a building permit from the City of Kuna.**
- 4. Applicant shall make/improve connections to city services and utilities, and pay any differences that may arise with the expansion of the building, for sewer, potable water and/or pressure Irrigation connection fees.
- 5. Installation of service facilities shall comply with the requirements of the public utility and irrigation district providing the services. All utilities shall be installed underground.
- 6. Compliance with Idaho Code, Section §31-3805, pertaining to irrigation waters is required. Irrigation/drainage waters shall not be impeded by any construction on site.
- 7. This Variance is valid as long as the conditions of approval are adhered to continuously. In the event the conditions are not continuously followed; the Variance approval may be revoked by the City Council.
- 8. This Variance is *not* transferable to another property.
- 9. The applicant shall follow all staff and agency recommendations.
- 10. The applicant shall comply with all local, state and federal laws.

DATED: this _____ day of _____, 2018.

VICINITY MAP



Legend

-  Deserthawk No. 4
-  PARCEL LINES
-  ROADS
-  WATER FEATURES

AERIAL MAP



S Stibnite Ave

W Sunbeam St

W Sahara Dr

S Ten Mile Rd

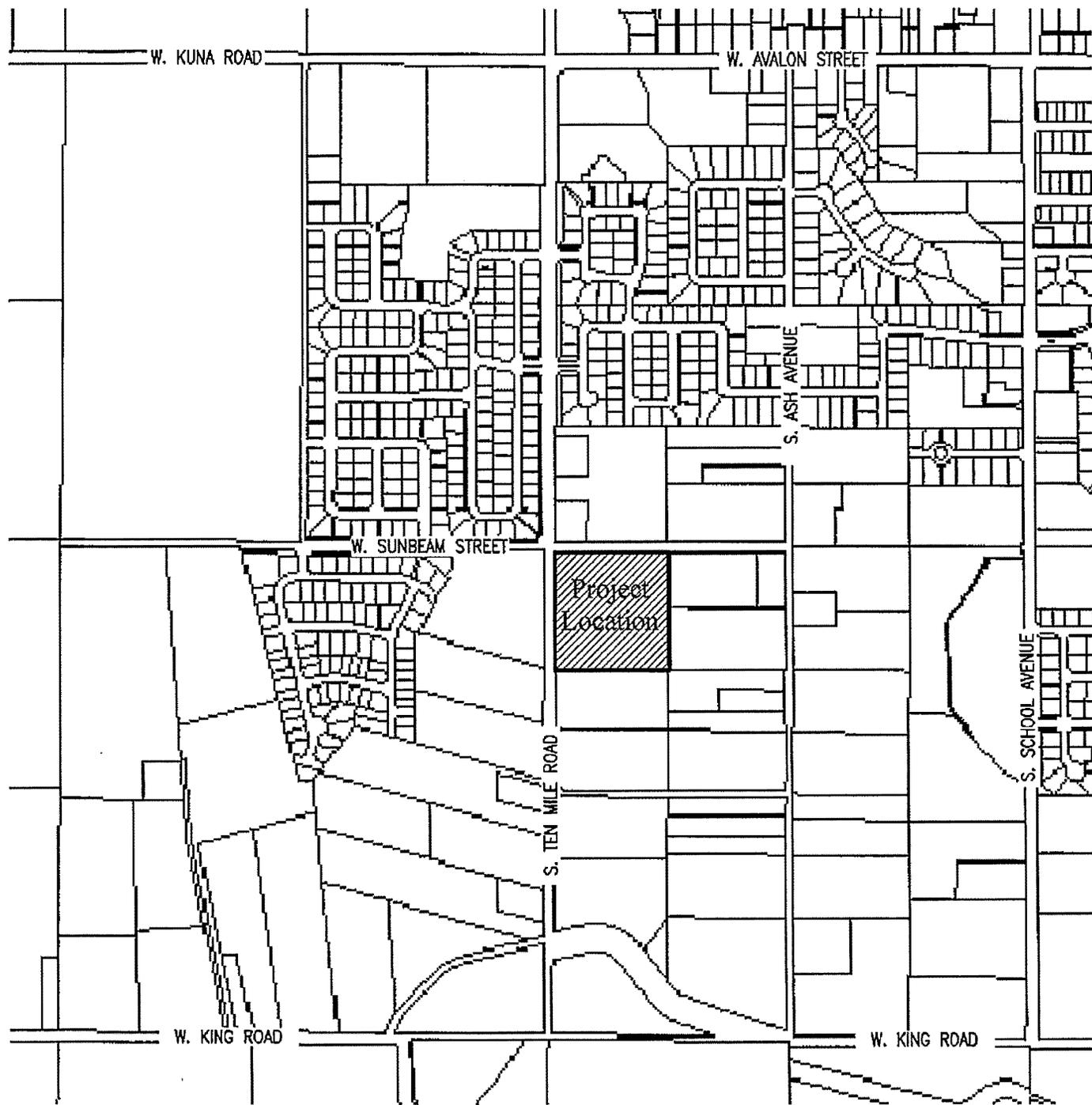


Legend

-  PARCEL LINES
-  ROADS
-  WATER FEATURES

TB

Deserthawk Subdivision No. 4 Vicinity Map



B&A Engineers, Inc.
Consulting Engineers, Surveyors & Planners
5505 W. Franklin Rd., Boise, Id. 83705
(208) 343-3381



NORTH
NOT TO SCALE



City of Kuna
 Planning & Zoning
 Department
 P O Box 13
 Kuna, Idaho 83634
 208 922 5274
 Fax: 208 922 5989
 Website www.cityofkuna.com

Commission & Council Review Application

Note: Engineering fees shall be paid by the applicant if required.

*Please submit the appropriate checklist (s) with application

Type of Review (check all that apply):

- Annexation
- Appeal
- Comprehensive Plan Amendment
- Design Review
- Development Agreement
- Final Planned Unit Development
- Final Plat
- Lot Line Adjustment
- Lot Split
- Planned Unit Development
- Preliminary Plat
- Rezone
- Special Use
- Temporary Business
- Vacation
- Variance

For Office Use Only	
File Number (s)	18-03-V
Project name	DESERT HAWK NO 4
Date Received	8.14.18
Date Accepted/ Complete	
Cross Reference Files	
Commission Hearing Date	
City Council Hearing Date	

Contact/Applicant Information

Owners of Record: <u>Endurance Holdings, LLC</u>	Phone Number: _____
Address: <u>1977 E. Overland Rd.</u>	E-Mail: _____
City, State, Zip: <u>Meridian, Id 83642</u>	Fax #: _____
Applicant (Developer): <u>David Crawford B&A Engineers, Inc.</u>	Phone Number: <u>208-519-4393</u>
Address: <u>5506 W. Franklin Rd.</u>	E-Mail: <u>dacrawford@baengineers.com</u>
City, State, Zip: <u>Boise, Id 83705</u>	Fax #: <u>208-342-5792</u>
Engineer/Representative: <u>Joseph D. Canning B&A Engineers, Inc.</u>	Phone Number: _____
Address: <u>same as applicant</u>	E-Mail: _____
City, State, Zip: _____	Fax #: _____

Subject Property Information

Site Address: <u>874 S. Ten Mile Rd</u>	
Site Location (Cross Streets): <u>East of S. Ten Mile Rd. & South of E. Sunbeam St.</u>	
Parcel Number (s): <u>R5070501800</u>	
Section, Township, Range: <u>Sec. 26, T2N, R1W</u>	
Property size : <u>9.43 ac</u>	
Current land use: <u>N/A</u>	Proposed land use: <u>Residential</u>
Current zoning district: <u>R-6</u>	Proposed zoning district: <u>R-6</u>

Project Description

Project / subdivision name: Deserthawk Subdivision No. 4

General description of proposed project / request: Variance request in change of width of landscape buffer to 8' along S. Ten Mile rd.

Type of use proposed (check all that apply):

Residential _____

Commercial _____

Office _____

Industrial _____

Other _____

Amenities provided with this development (if applicable): _____

Residential Project Summary (if applicable)

Are there existing buildings? Yes No

Please describe the existing buildings: _____

Any existing buildings to remain? Yes No

Number of residential units: 34 Number of building lots: 34

Number of common and/or other lots: 7

Type of dwellings proposed:

Single-Family _____

Townhouses _____

Duplexes _____

Multi-Family _____

Other _____

Minimum Square footage of structure (s): _____

Gross density (DU/acre-total property): 3.64 ac Net density (DU/acre-excluding roads): 5.55 ac

Percentage of open space provided: 5.2% Acreage of open space: 0.48 ac

Type of open space provided (i.e. landscaping, public, common, etc.): landscaping & common lots

Non-Residential Project Summary (if applicable)

Number of building lots: _____ Other lots: _____

Gross floor area square footage: _____ Existing (if applicable): _____

Hours of operation (days & hours): _____ Building height: _____

Total number of employees: _____ Max. number of employees at one time: _____

Number and ages of students/children: _____ Seating capacity: _____

Fencing type, size & location (proposed or existing to remain): _____

Proposed Parking:

a. Handicapped spaces: _____ Dimensions: _____

b. Total Parking spaces: _____ Dimensions: _____

c. Width of driveway aisle: _____

Proposed Lighting: _____

Proposed Landscaping (berms, buffers, entrances, parking areas, common areas, etc.): _____

Applicant's Signature:  Date: 8/14/18

received
8-17-18

B & A Engineers, Inc.

Consulting Engineers & Surveyors
5505 W. Franklin Rd. Boise, Id. 83705
Ph. 208-343-3381 Fax 208-342-5792

August 16, 2018

City of Kuna
751 W. 4th St.
Kuna, Idaho 83634

Subject: Variance Request to reduce the 20-foot landscape buffer on Ten Mile Road for Deserthawk Subdivision No. 4

Council and Staff:

We are pleased to present this request for approval of a variance to Kuna city Code 5-17-3. To reduce the landscape buffer width along Ten Mile Road to 8-feet in width.

The entire site consists of 9.5 acres of land. It is located within the Kuna City Limits, Zoned R-6. The Ada County Assessor lists the address as 874 S. Ten Mile Road, and the parcel number as R5070501800.

The preliminary plat for the Subdivision was previously approved on September 5, 2017.

Neighborhood Meeting

A neighborhood meeting was held for the proposed project on August 10, 2018 at 6:00 PM at the Kuna Senior Center. The neighborhood sign in sheet has been included within the application. Two (2) people were in attendance.

While several questions were brought up during the meeting from individuals in attendance, the questions were related to construction items pending for the development.

There was no objection to the variance request.

Variance Request Narrative

Our office routinely provides a preliminary layout and design for the project to the City, Ada County Highway District (ACHD) and other approving agencies for input on the project prior to applying for or submitting a development application.

The preliminary plat of Deserthawk Subdivision No. 4 was presented to ACHD and the City in advance of the development application in an effort to ensure that the requirements are met and we have a good grasp of the requirements for the development.

After reviewing our records it became apparent that while we did secure ACHD's input early in the process, and we presented what we envisioned a conforming plat; we did not receive a final staff report from ACHD until we submitted the construction plans for approval on the development. This was a definite oversight.

There were two (2) areas that we were required to modify. The buffer strip along Ten Mile Road and the buffer Strip along Sunbeam Street, based on the ACHD staff report.

B & A Engineers, Inc.

Consulting Engineers & Surveyors
5505 W. Franklin Rd. Boise, Id. 83705
Ph. 208-343-3381 Fax 208-342-5792

Since a full 50-foot right-of-way exists along Sunbeam Street, we were able to shift the Sunbeam Street modifications north and stay within the right-of-way to comply with the requirement.

Ten Mile Road right-of-way requirements listed in the ACHD staff report impacted the width of the buffer strip. As shown on the plat a reduction to 8-feet in width has been shown.

The impact is primarily to the depth of lots located along Ten Mile Road. Removing 12 -feet from the depth of the lots would reduce the buildable area close to 900 square feet each. Additionally, the depth of all lots would be compromised further by reducing the depth of the lots to 91-feet. That lot depth is not ideal for the type of homes envisioned for the development.

It should be noted that a reduction in landscape buffer width has been previously allowed on Ten Mile Road. A development platted as Sutters Mill Subdivision exists along the west side of Ten Mile Road north of Sunbeam Street. This development extends almost 2,000 feet north of Sunbeam Street on the west side of Ten Mile Road.

In that development the entire buffer along Ten Mile Road varies in width between 5-feet and 9.5-feet for 1,950 feet. This equates to an average width of 7.5-feet. A picture of the street view looking south along Ten Mile road has been attached later. A reduction to the landscape buffer width has previously been allowed in the Sutters Mill Subdivision.

Please find attached to this application a copy of the landscape plan of Deserthawk Subdivision. The proposed landscaping is shown to landscape the entire frontage of the development, within the right-of-way and the landscape buffer adjacent to Ten Mile Road. This will be allowed by ACHD via a license agreement for the development. Based on this landscape plan, the landscaping required has been provided for and the developer is not requesting a reduction to any landscaping requirements.

Summary

We look forward to continue working with the city of Kuna throughout this process and ultimately to the completion of this development. The goal is to provide an attractive economic asset for the city. The proposed development is intended to blend into the fabric of the existing neighborhood.

On behalf of the applicant, as their representative, we respectfully request approval for variance request to allow for an 8-foot landscape buffer along Ten Mile Road.

Sincerely,



David Crawford
B&A Engineers, Inc.

B & A Engineers, Inc.

Consulting Engineers & Surveyors
5505 W. Franklin Rd. Boise, Id. 83705
Ph. 208-343-3381 Fax 208-342-5792

Looking South on Ten Mile Rd.



Deserthawk Subdivision No. 4

Lot 13 of the Kuna Orchard Tracts as shown in Book 6 of Plats, at Page 291 records of Ada County, Idaho, Being situate in a portion of the northwest quarter of the southwest quarter of Section 26, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho.

2018

Sutters Mill Subdivision No. 4 Book 91, Pages 10801-10802

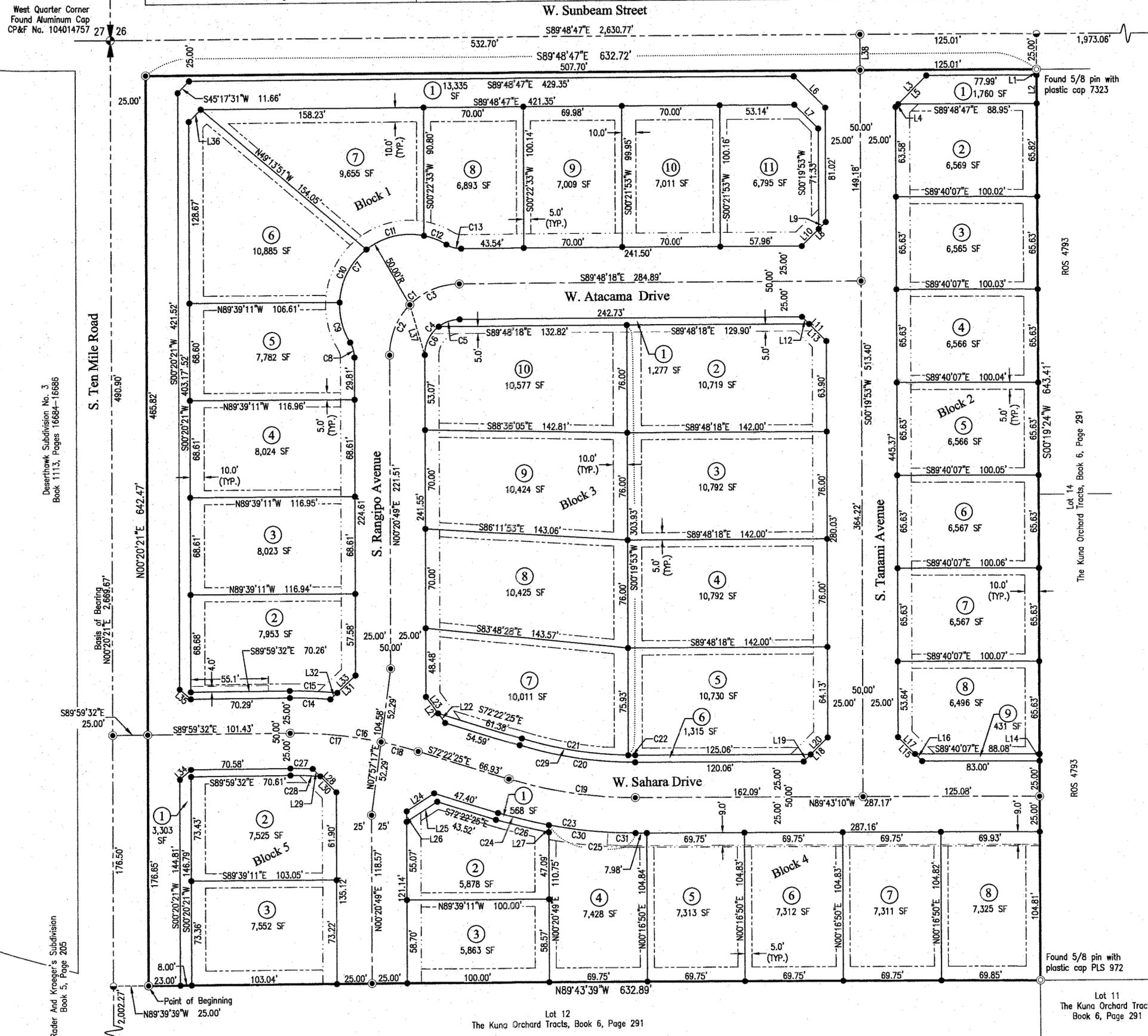
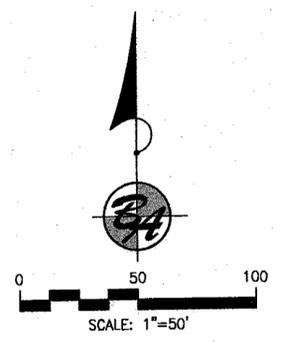
Lot 20 The Kuna Orchard Tracts Book 6, Page 291

Parcel 1 ROS 7397

Lot 19 The Kuna Orchard Tracts Book 6, Page 291

West Quarter Corner Found Aluminum Cap CP&F No. 104014757

Center Quarter Corner Found Aluminum Cap 7015 CP&F No. 2014-099208

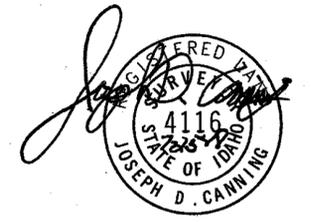


Reference Documents

- Subdivision Plats
- Kuna Orchard Tracts, Book 6, Page 291
 - Rader & Kroeger's Subdivision, Book 5, Page 205
 - Deserthawk Subdivision No. 1, Book 105, Pages 14334-14338
 - Deserthawk Subdivision No. 2, Book 109, Pages 15542-15544

Legend

- Subdivision boundary line
- Lot line
- Section line
- Street centerline
- Tie line
- Water, sewer, drainage, and irrigation easement line to benefit the City of Kuna, see Note 10, Sheet 2 for more information
- 10' wide Public utility easement line, see Note 9, Sheet 2 for more information
- Storm drainage easement line to benefit ACHD, see Note 14, Sheet 2
- Adjoining property line
- Found monument, type noted
- Found 5/8" pin with plastic cap labeled as shown
- Set 1/2"x24" iron pin with plastic cap labeled "B&A LS 4116", unless otherwise noted
- Set 5/8"x30" iron pin with plastic cap labeled "B&A LS 4116", unless otherwise noted
- Calculated point, not found or set
- Section corner
- Quarter Section corner
- Typical easement dimension



B&A Engineers, Inc.
 Consulting Engineers, Surveyors & Planners
 5505 W. Franklin Rd. Boise, Id. 83705
 (208) 343-3381 Deserthawk Subdivision No. 4
 Sheet 1 of 3

See Sheet 2 for Curve Table, Line Table and Notes

Section Corner Found Brass Cap CP&F No. 9324556

Found 5/8" pin with plastic cap PLS 972

Lot 11 The Kuna Orchard Tracts Book 6, Page 291

Lot 12 The Kuna Orchard Tracts, Book 6, Page 291

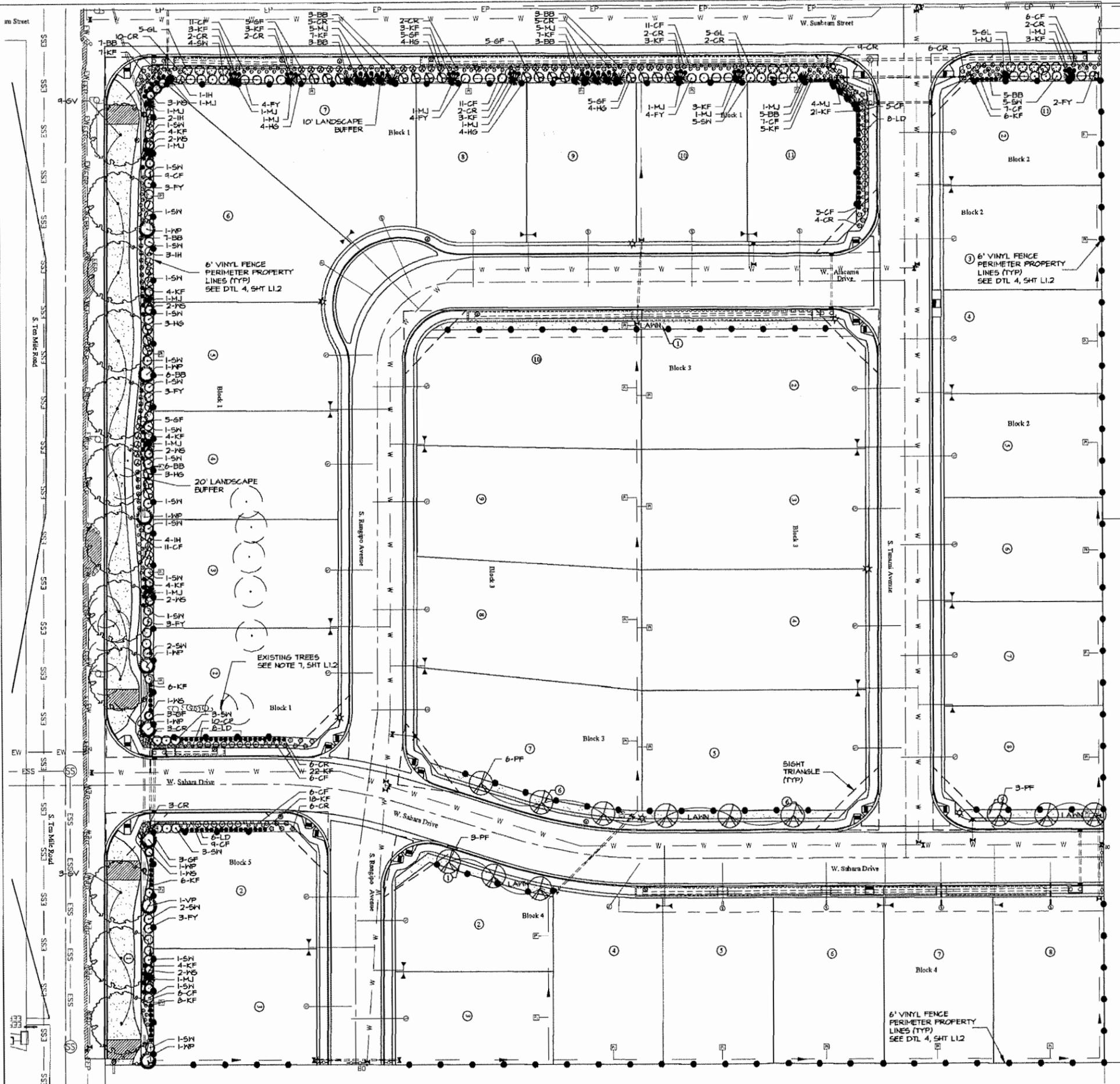
ROS 4783

Lot 14 The Kuna Orchard Tracts, Book 6, Page 291

ROS 4793

Deserthawk Subdivision No. 3 Book 1113, Pages 16684-16686

Rader And Kroeger's Subdivision Book 5, Page 205



PLANT SCHEDULE

(REFERENCE SHT L1.2)

SYM	COMMON NAME
EVERGREEN TREES	
MP	COLUMNAR WHITE PINE
MS	KEEPIING WHITE SPRUCE
SHADE TREES	
6V	GREEN VASE ZELKOVA
ORNAMENTAL TREES	
PF	PINK FLARE CHERRY
SHRUBS/ORNAMENTAL GRASSES	
BB	CRIMSON PYGMY BARBERRY
CF	PURPLE CONEFLOWER
CR	FLOWER CARPET ROSE
FY	SHOW OFF FORSYTHIA
GF	GOLD FLAME SPIREA
GL	6RD-LOW SUMAC
HG	HENRY'S GARNET SNEETSPIRE
IH	IVORY HALO DOGWOOD
KF	KARL FOERSTER REED GRASS
LD	LITTLE DEVIL NINEBARK
MJ	HOCKSLOH JUNIFER
SN	SUMMERHINE NINEBARK
LAWN	
6" VINYL PRIVACY FENCE SEE DETAIL 4, SHT L1.2	

- ### NOTES
- REFER TO SHEET L1.2 FOR PLANT SCHEDULE, LANDSCAPE NOTES & DETAILS, AND FENCING DETAILS.
 - REFER TO SHEET L2.0 FOR ALL LANDSCAPE AND PERFORMANCE IRRIGATION SPECIFICATION REQUIREMENTS

Issue	Description	Date
ISSUE		4-10-17
CITY COMMENTS		8-15-17
AGHD COMMENTS		6-8-18



JENSENBELTS ASSOCIATES

Site Planning
Landscape Architecture

1509 S. Tyrrell Ln. Ste. 130
Boise, Idaho 83702
Ph. (208) 343-7175
Fax (208) 343-7178
e-mail jeb@jensenbelts.com

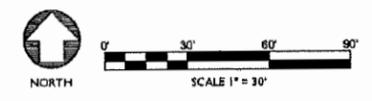
DESERTHAWK NO.4 SUBDIVISION
KUNA, IDAHO

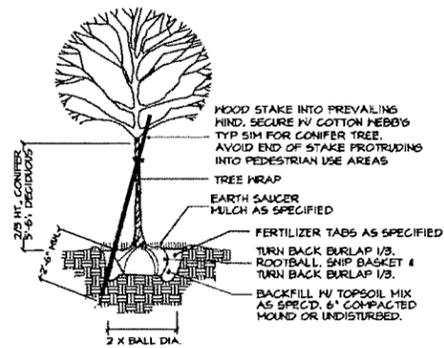
FINAL PLAN

Job Number 1718
Drawn JUN Checked KCS Scale AS SHOWN
Sheet Title LANDSCAPE PLAN
Sheet Number L1.1 Of Sheets

OWNER/APPLICANT
ENDURANCE HOLDINGS
1977 E. OVERLAND RD.
MERIDIAN, IDAHO 83842
(208) 288-5560

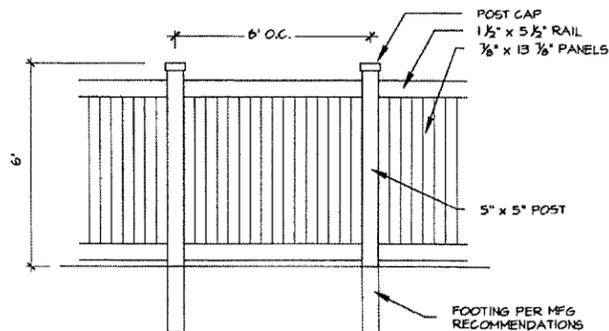
ENGINEER
B&A ENGINEERS, INC.
5505 W. FRANKLIN RD.
BOISE, IDAHO 83705
(208) 343-3381





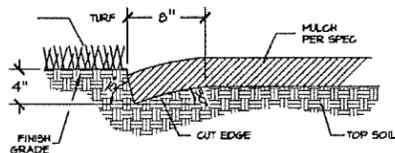
- NOTES:**
1. REMOVE ALL TWINE, ROPE, OR BINDINGS FROM ALL TRUNKS.
 2. REMOVE BURLAP AND WIRE BASKETS FROM THE TOP 1/2 OF ALL ROOT BALLS AFTER PLANTING.
 3. IF SYNTHETIC WRAP/BURLAP IS USED, IT MUST BE COMPLETELY REMOVED.

① TREE PLANTING/STAKING
NOT TO SCALE

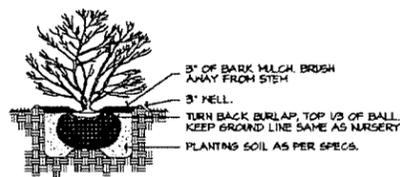


- NOTES:**
1. INSTALL PER MANUFACTURERS RECOMMENDATIONS/REQUIREMENTS.
 2. FENCE TO STEP DOWN TO 3" HEIGHT 20' FROM ROW.
 3. STYLE MAY VARY. COLOR TO BE PER OWNER'S DIRECTIVE.

④ 6' VINYL PRIVACY FENCE
NOT TO SCALE



③ PLANTER CUT BED EDGE
NOT TO SCALE



NOTE: DIG HOLE THICE THE SIZE OF ROOTBALL.

② SHRUB PLANTING
NOT TO SCALE

DEVELOPMENT DATA

TOTAL AREA	9.34 ACRES (100%)
RESIDENTIAL LOTS	6.13 ACRES (65.6%)
USEABLE OPEN SPACE	.48 ACRES (5.2%)
RIGHT-OF-WAY	2.73 ACRES (29.2%)
RESIDENTIAL LOTS	34
COMMON LOTS	41
TOTAL LOTS	75
EXISTING ZONING	A
PROPOSED ZONING	R-6

PLANT SCHEDULE

SYM	COMMON NAME	BOTANICAL NAME	SIZE	QUANTITY
EVERGREEN TREES				
MP	COLUMNAR WHITE PINE	PINUS STROBUS 'FASTIGIATA'	6-8' HT B4B	8
MS	KEEPPING WHITE SPRUCE	PICEA GLAUCA 'PENDULA'	6-8' HT B4B	15
SHADE TREES				
SV	GREEN VASE ZELKOVA	ZELKOYA SERRATA 'GREEN VASE'	2' CAL B4B	12
ORNAMENTAL TREES				
PF	PINK FLARE CHERRY	PRUNUS SARGENTII 'JFS-K158'	2' CAL B4B	12
SHRUBS/ORNAMENTAL GRASSES				
BB	CRIMSON PYGMY BARBERRY	BERBERIS THUNBERGII 'CRIMSON PYGMY'	3 GAL	48
CP	PURPLE CONEFLOWER	ECHINACEA PURPUREA	1 GAL	120
CR	FLOWER CARPET ROSE	ROSA x FLOPER CARPET	3 GAL	71
FY	SHOW OFF FORSYTHIA	FORSYTHIA x INTERMEDIA 'MINDOR'	5 GAL	26
GF	GOLD FLAME SPIREA	SPIRAEA x BUMALDA 'GOLDFLAME'	3 GAL	31
GL	GRD-LOW SUMAC	RHUS AROMATICA 'GRD-LOW'	3 GAL	14
MS	HENRY'S GARNET SWEETSPIRE	ITEA VIRGINICA 'HENRY'S GARNET'	5 GAL	22
IH	IVORY HALO DOGWOOD	CORNUS ALBA 'BALIHALO'	5 GAL	10
KF	KARL FOERSTER REED GRASS	CALAMAGROSIS x ACUTIFOLIA 'K.F.'	1 GAL	154
LD	LITTLE DEVIL NINEBARK	PHYSCARPUS OPULIFOLIUS 'DONNA MAY'	3 GAL	22
HJ	MOONGLOW JUNIPER	JUNIPERUS SCOPULORUM 'MOONGLOW'	15 GAL	30
SN	SUMMERHINE NINEBARK	PHYSCARPUS OPULIFOLIUS 'SEAMARK'	5 GAL	41

PLANT SCHEDULE NOTE:

LAWN 1. QUANTITIES FOR INFORMATION ONLY. CONTRACTOR TO VERIFY AND ASSUME RESPONSIBILITY FOR ALL PLANT MATERIAL QUANTITIES.

6' VINYL PRIVACY FENCE
SEE DETAIL 4, THIS SHEET

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). REFER TO SHT L2.0 FOR LANDSCAPE SPECIFICATIONS.
2. ALL PLANTING AREAS TO BE WATERED WITH AN AUTOMATIC UNDERGROUND IRRIGATION SYSTEM. REFER TO SHT L2.0 FOR IRRIGATION PERFORMANCE SPECIFICATIONS.
3. 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.
4. NO TREES SHALL IMPEDE THE 40' STREET AND DEPARTURE VISION TRIANGLES AT ALL INTERSECTIONS. NO CONIFEROUS TREES OR SHRUBS OVER 3' 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 THAN 50' FROM STOP SIGNS.
5. LANDSCAPE AND TREES IN FRONT OF BUILDING LOTS ON INTERIOR STREETS TO BE COMPLETED DURING CONSTRUCTION OF THESE LOTS. TREE LOCATIONS MAY BE ALTERED TO ACCOMMODATE DRIVEWAYS AND UTILITIES. TREES SHALL NOT BE PLANTED WITHIN 5' OF WATER METERS OR UTILITY LINES.
6. PLANT LIST IS REPRESENTATIVE AND SUBJECT TO SUBSTITUTIONS OF SIMILAR SPECIES BY OWNER, SUBJECT TO CITY FORESTER'S PRE-APPROVAL. BURLAP AND WIRE BASKETS TO BE REMOVED FROM ROOT BALL AS MUCH AS POSSIBLE, AT LEAST HALF-WAY DOWN THE BALL OF THE TREE. ALL NYLON ROPES TO BE COMPLETELY REMOVED FROM TREES.
7. FOURTEEN (14) EXISTING TREES LOCATED ON-SITE AROUND THE EXISTING HOUSE (TO BE REMOVED). THE EXISTING TREES ARE DEAD, DYING, AND/OR OF UNDESIRABLE SPECIES. TREES TO BE VERIFY FOR REMOVAL WITH KUNA CITY FORESTER AND MITIGATED (IF REQUIRED) WITH TREES BEYOND THOSE REQUIRED IN LANDSCAPE BUFFER AND COMMON OPEN SPACE.

LANDSCAPE CALCULATIONS

LANDSCAPE BUFFER 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. TEN MILE RD.	20'	540' / 100' =	12 TREES	12 TREES
			18 EVERGREENS 71 SHRUBS	22 EVERGREENS 168 SHRUBS
W. SUNBEAM ST.	10'	600' / 100' =	12 TREES	REQUIRED TREE QUANTITIES WERE NOT MET DUE TO LOCATION OF SEEPAGE BEDS AND ACHD REGULATIONS.
			18 EVERGREENS 72 SHRUBS	266 SHRUBS

NUMBER OF TREES PROVIDED ON BUFFERS: 34
 NUMBER OF TREES PROVIDED ON COMMON LOTS: 12
 TOTAL NUMBER OF TREES: 46

OWNER/APPLICANT
 ENDURANCE HOLDINGS
 1977 E. OVERLAND RD.
 MERIDIAN, IDAHO 83842
 (208) 288-5550

ENGINEER
 B&A ENGINEERS, INC.
 5505 W. FRANKLIN RD.
 BOISE, IDAHO 83705
 (208) 343-3381

Issue Description	Date
ISSUE	4-18-17
CITY COMMENTS	8-15-17
ACHD COMMENTS	8-8-18



Site Planning
 Landscape Architecture
 1509 S. Tyrell Ln. Ste. 130
 Boise, Idaho 83702
 Ph. (208) 343-7175
 Fax (208) 343-7178
 e-mail: jba@jensenbelts.com

DESERTHAWK NO.4 SUBDIVISION
 KUNA, IDAHO
 FINAL PLAN

Job Number 1718

Drawn JUN	Checked KCS
Scale AS SHOWN	
Sheet Title	

LANDSCAPE PLAN

Sheet Number
L1.2
 of Sheets



CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634

Paul A. Stevens, P.E.
Kuna City Engineer
Phone: (208) 287-1727

Memorandum

Date: 6 November 2018
From: Paul A. Stevens, P.E.
To: Director of Kuna Planning and Zoning
RE: Deserthawk 4 Subdivision. Amendment No. 1 to 26 May 2017 Preliminary Plat Memo

This memorandum (Amendment No. 1) amends comments previously sent to Planning & Zoning by Antonio Conti (previous City Engineer) on 26 May 2017 referenced as Desert Hawk No. 4 Preliminary Plat 17-03-S, 17-13-ZC, 17-09-DR.

B & A Engineers, Inc. file number 18-0-V titled Deserthawk No. 4 Variance. Requests a variance to reduce the buffer strip on Ten Mile Road from 30' to 22' equating to an 8' buffer strip width reduction.

A review of the area and utility maps shows that this reduction will not negatively affect Public Works.

Troy Behunin

From: Tom Ritthaler <TRitthaler@boiseproject.org>
Sent: Monday, November 05, 2018 2:31 PM
To: Troy Behunin
Subject: 18-03-V Deserthawk No. 4 Variance

Troy,
Boise Project has no issue with the reduction of this variance as we have no facilities that will be impacted.

Tom

Thomas B Ritthaler
Assistant Project Manager
Boise Project Board of Control
2465 Overland Rd.
Boise, Idaho 83705
208-344-1141





Your Safety • Your Mobility
Your Economic Opportunity

IDAHO TRANSPORTATION DEPARTMENT

P.O. Box 8028 • Boise, ID 83707-2028

(208) 334-8300 • itd.idaho.gov

November 20, 2018

Troy Behunin
City of Kuna
P.O. Box 13
Kuna, ID 83634

VIA EMAIL

Development Application	18-03-V
Project Name	DESERTHAWK NO. 4 VARIANCE
Project Location	Southeast corner of South Ten Mile Road and West Sunbeam Street, southwest of SH-69 milepost 0.00
Project Description	A variance to Kuna City Code 5-17-3 to reduce the minimum landscape buffer width to eight feet along Ten Mile Road.
Applicant	David Crawford, B&A Engineers, Inc.

The Idaho Transportation Department (ITD) reviewed the referenced variance application and has the following comments:

1. This project does not abut the State highway system.
2. Idaho Code 40-1910 does not allow advertising within the right-of-way of any State highway.
3. IDAPA 39.03.60 rules govern advertising along the State highway system. The applicant may contact Justin Pond, Right-of-Way Section Program Manager, at (208) 334-8832 for more information.
4. ITD does not object to the variance request as presented in the application.

If you have any questions, you may contact Ken Couch at (208) 332-7190 or me at (208) 334-8338.

Sincerely,

Sarah Arjona
Development Services
Sarah.Arjona@itd.idaho.gov



Neighborhood Meeting Certification

CITY OF KUNA PLANNING & ZONING * 763 W. Avalon, Kuna, Idaho, 83634 * www.kunacity.id.gov * (208) 922-5274 * Fax: (208) 922-5989

GENERAL INFORMATION:

You must conduct a neighborhood meeting prior to application for variance, conditional use, zoning ordinance map amendment, expansion or extension of a nonconforming use, and/or a subdivision. Please see Section 8-7A 3 of the Kuna City Code or ask one of our planners for more information on neighborhood meetings.

The meeting must be held either on a weekend between 10 a.m. and 7 p.m., or a weekday between 6 p.m. and 8 p.m. Meetings cannot be conducted on holidays, holiday weekends, or the day before or after a holiday or holiday weekend. The meeting must be held at one of the following locations:

- The Subject Property;
- The nearest available public meeting place (Examples include fire stations, libraries and community centers);
- An office space within a 1-mile radius of the subject property.

The meeting cannot take place more than 2 months prior to acceptance of the application and the application will not be accepted before the neighborhood meeting is conducted. You are required to send written notification of your meeting, allowing a reasonable amount of time before your meeting for property owners to plan to attend. Contacting and/or meeting individually with residents will not fulfill Neighborhood Meeting requirements.

You may request a list of the people you need to invite to the neighborhood meeting from our department. This list includes property owners within 300 feet of the subject property. Once you have held your neighborhood meeting, please complete this certification form and include it with your application.

Please Note: The neighborhood meeting must be conducted in one location for attendance by all neighboring residents. Contacting and/or meeting individually with residents does not comply with the neighborhood meeting requirements.

Please include a copy of the sign-in sheet for your neighborhood meeting, so we have written record of who attended your meeting and the letter of intent sent to each recipient. In addition, provide any concerns that may have been addressed by individuals that attended the meeting.

Description of proposed project: Variance request to change width of landscape buffer to 8' along S. Ten Mile Rd.

Date and time of neighborhood meeting: Friday, August 10th, 2018 6pm

Location of neighborhood meeting: Kuna Senior Center 229 N. Ave B

SITE INFORMATION:

Location: Quarter: _____ Section: 26 Township: 2N Range: 1W Total Acres: 9.43ac

Subdivision Name: Kuna Orchard Tracts Lot: 13 Block: _____

Site Address: 874 S. Ten Mile Rd. Tax Parcel Number(s): R5070501800

Please make sure to include all parcels & addresses included in your proposed use.

CURRENT PROPERTY OWNER:

Name: Endurance Holdings, LLC. - Corey Barton

Address: 1977 E. Overland Rd. City: Meridian State: ID Zip: 83646

CONTACT PERSON (Mail recipient and person to call with questions):

Name: David Crawford Business (if applicable): B&A Engineers, Inc.

Address: 5505 W. Franklin Rd City: Boise State: ID Zip: 83705

PROPOSED USE:

I request a neighborhood meeting list for the following proposed use of my property (check all that apply):

<i>Application Type</i>	<i>Brief Description</i>
Annexation	_____
Re-zone	_____
Subdivision (Sketch Plat and/or Prelim. Plat)	_____
Special Use	_____
Variance	<u>Change in width of landscape buffer along S. Ten Mile Rd. to 8'</u>
Expansion of Extension of a Nonconforming Use	_____
Zoning Ordinance Map Amendment	_____

APPLICANT:

Name: David Crawford B&A Engineers, Inc.

Address: 5505 W. Franklin Rd.

City: Boise State: ID Zip: 83705

Telephone: 208-343-3381 Fax: _____

I certify that a neighborhood meeting was conducted at the time and location noted on this form and in accord with Section 5-1A-2 of the Kuna City Code

Signature: (Applicant)  Date 8/14/18



B & A Engineers, Inc.
Consulting Engineers & Surveyors
5505 W. Franklin Rd. Boise, Id. 83705
Phone. 208-343-3381 Facsimile 208-342-5792

August 3, 2018

Notification of Meeting Date Change

Dear Neighbor:

We were informed today, that a conflict in scheduling the Kuna Senior Center has required us to change the date for the Neighborhood meeting related to Deserthawk Subdivision Variance request.

The location has not changed, but the date the meeting will be held has.

Please note that we invite you to attend a neighborhood meeting to discuss the project, at the Kuna Senior Center. The meeting will be held Friday, August 10, 2018 at 6:00 p.m.

The Senior Center is located at 229 N. Ave B Kuna, Idaho 83634.

We apologize for any inconvenience this may cause and appreciate your consideration.

Prior to the meeting should you have any questions or concerns please contact me. Should you not be able to attend the meeting and wish to share your comments with us in writing, please remit them to the following address;

David Crawford
B&A Engineers, Inc.
5505 W. Franklin Rd.
Boise, Idaho 83705

Sincerely,

David Crawford
Project Manager
B&A Engineers, Inc.



B & A Engineers, Inc.
Consulting Engineers & Surveyors
5505 W. Franklin Rd. Boise, Id. 83705
Phone. 208-343-3381 Facsimile 208-342-5792

August 2, 2018

Dear Neighbor:

We would like to inform you of an opportunity to be present at a neighborhood meeting for Deserthawk Subdivision No. 4.

The purpose of this letter is to invite you to brief presentation about a variance request within the development and to answer any questions you may have. The variance is for a landscape street buffer width along Ten Mile Rd. We invite you to attend a neighborhood meeting to discuss the project, at the Kuna Senior Center. The meeting will be held Thursday, August 9, 2018 at 6:00 p.m.

The Senior Center is located at 229 N. Ave B Kuna, Idaho 83634.

Please find attached a map showing the location of the project area.

Prior to the meeting should you have any questions or concerns please contact me. Should you not be able to attend the meeting and wish to share your comments with us in writing, please remit them to the following address;

David Crawford
B&A Engineers, Inc.
5505 W. Franklin Rd.
Boise, Idaho 83705

Sincerely,

David Crawford
Project Manager
B&A Engineers, Inc.

COREY BARTON HOMES, INC.
1977 E. OVERLAND RD.
MERIDIAN, ID 83642

Carl Bader
780 S. Ten Mile Rd.
Kuna, ID 83634

Carl Bader
PO Box 332
Kuna, ID 83634

Robert Clark
741 S. Stibnite Ave.
Kuna, ID 83634

Donald Cox
1015 S. Ten Mile Rd.
Kuna, ID 83634

Bryan Dallolio
1125 S. Ten Mile Rd.
Kuna, ID 83634

Brian Ellway
742 S. Stibnite Ave.
Kuna, ID 83634

Endurance Holdings LLC
1977 E. Overland Rd.
Meridian, ID 83642

John Gabbard
1036 S. Ten Mile Rd.
Kuna, ID 83634

Linnie Jensen
1099 S. Ash Ave.
Kuna, ID 83634

Kyle Mallatt
1661 W. Afton St.
Kuna, ID 83634

Nicholas Marsala
1677 W. Afton St.
Kuna, ID 83634

Wanda Martin
1649 W. Afton St.
Kuna, ID 83634

Douglas Newman
29776 Davis Rd.
Bruneau, ID 83604

Michael Owens
1025 S. Ash Ave.
Kuna, ID 83634

Roger Quarles
1075 S. Ash Ave.
Kuna, ID 83634

Jerald Reisenauer
943 S. Ash Ave.
Kuna, ID 83634

Daniel Safford
1200 S. Ten Mile Rd.
Kuna, ID 83634

Gregory Savage
756 S. Stibnite Ave.
Kuna, ID 83634

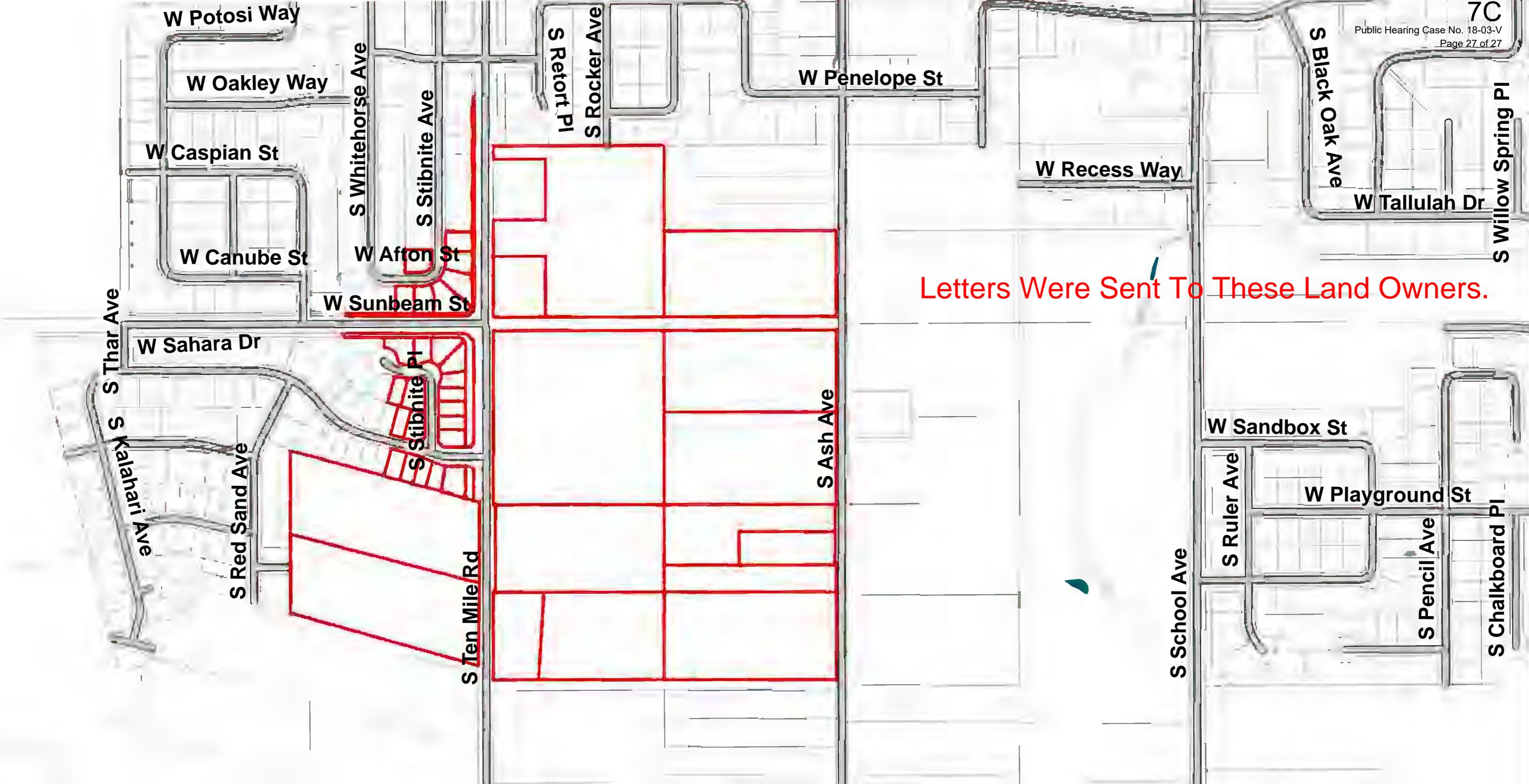
Layne Saxton
1185 S. Ash Ave.
Kuna, ID 83634

Kimberley Taylor
1200 S. Ten Mile Rd.
Kuna, ID 83634

Sutter's Mill Subdivision 1 HOA
PO Box 87
Kuna, ID 83634

Thurlow Young
728 S. Stibnite Ave.
Kuna, ID 83634

Misty Hudon
847 S. Ash Ave.
Kuna, ID 83634



Letters Were Sent To These Land Owners.

KUNA CITY COUNCIL APPEAL HEARING PROCEDURE AND PROCESS

Step No. 1 Motion of the Council to Open the Hearing on Appeal:

Step No. 2 Motion to accept the following format for the conduct of the Hearing:

Step No. 3 Mayor: *Announcements:*

- **Request identification of who is appearing for the Staff and for the Appellant.**
- **Request for Pre-marked Exhibits:** The Appellant and Staff are requested to provide all exhibits they intend to introduce at this Appeal Hearing to the City Clerk so the same may be pre-marked before the hearing.
- **Rules of Evidence for this Hearing:** The Appellant and Staff are advised that this Appeal Hearing will be conducted under a rule of evidence, that is not formal, centered upon what is relevant to this Appeal: Relevant Evidence is defined by the Idaho Courts Rules of Evidence at Rule 401 as follows: “Relevant Evidence” means evidence having any tendency to make the existence of any fact that is of consequence to the determination of the action more probable or less probable than it would be without the evidence.
- **Direction to each Person offering testimony:** You will please first state your name, address, and interest in this matter followed by specific testimony of relevant facts within your knowledge. If you refer to an exhibit please identify it by number. *(All Witnesses must first identify their name and state their interest in this matter).*

Step No. 4: Receipt of Evidence: Mayor chairs the Appeal Hearing:

- Recognize the City Clerk to present the record and the proposed pre-marked exhibits submitted by Staff and the Appellant.
- Ask Staff and the Appellant if they have any objections to the record and proposed pre-marked exhibits.
 - ✓ Must state the basis for the objection
 - ✓ Response from the party offering the exhibit
 - ✓ Mayor rules on the objection. [Objection sustained or overruled and exhibit admitted.]
- Mayor then announces the admission to this proceeding the record and the proposed pre-marked exhibits as evidence in this proceeding. [Not including any exhibit or record which the objection was sustained.]
- Presentation of Staff / followed by questions from the mayor and council.
- Presentation of Appellant / followed by questions from the mayor and council.
- Rebuttal Staff / followed by questions from the mayor and council.
- Surrebuttal Appellant / followed by questions from the mayor and council.
- Motion by Council to close presentation of evidence to proceed to deliberation.
- City Council will (if required by law), announce the preliminary decision and instruct the District’s attorney to prepare Findings and Order of Decision in accordance with their preliminary decision to be drafted and routed to Council members individually for review prior to the continued hearing.
- City Council then sets the date of the meeting for consideration and adoption for the Findings and Order of Decision and continues the hearing to that date and time and then recesses this hearing.

KUNA CITY COUNCIL APPEAL HEARING FORMAT AND PROCEDURE-1

**BEFORE THE CITY COUNCIL OF THE CITY OF KUNA
 CITY CLERK'S EXHIBIT LIST**

Case Name: Enrique's Mexican Restaurant Appeal of EDU Calculations		Case Number
Appellant/Petitioner/Appellant: Enrique's Mexican Restaurant	Staff: Chris Engels, City Clerk Paul Stevens PE, City Engineer Bill Gigray, City Attorney	Hearing Date(s): 08.21.2018 – Original Appeal 12.04.2018 – Appeal Continued
Board of Commissioners: Kuna City Council	Court Reporter: ____ Tape Recorded: ____	Hearing location: Kuna City Hall

Ex. No.	Description of Evidence	Withdrawn	Refused	Admitted
1	City Engineer Evaluation			
2	Proposed Contract as provided on August 21, 2018			
3	Certificate of Temporary Occupancy as provided on August 21, 2018			
4	Proposed EDU Calculations as provided by Enrique Contreras and Ana Paz on August 21, 2018			
5	Memo from Gordon Law (Former Kuna City Engineer) RE: Storm Drainage Design and Wastewater Disposal as provided by Enrique Contreras and Ana Paz on August 21, 2018			
6	City EDU chart approved with R33-2012 approved November 6, 2012 as provided on August 21, 2018			
7	Principles of Water Rates, Fees and Charges as provided by Public Works Director on August 21, 2018			
8	City of Meridian Sanitary Sewer and Water Assessment Calculator as provided by Public Works Director on August 21, 2018			
9	Floorplan for building			
10				
11				
12				



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

Telephone (208) 922-5546

Email: CEngels@kunaID.gov

MEMORANDUM

TO: Mayor Stear and Council
 FROM: Chris Engels, City Clerk
 RE: Enrique's Mexican Restaurant Appeal of EDU Calculations
 DATE: November 29, 2018

Mayor and Council,

As per your request on August 21, 2018, City Staff has provided the following for your consideration in the Enrique's Mexican Restaurant Appeal of EDU Calculations.

Exhibits:

1. *City Engineer Evaluation*
2. *Proposed Contract as provided on August 21, 2018*
3. *Certificate of Temporary Occupancy as provided on August 21, 2018*
4. *Proposed EDU Calculations as provided by Enrique Contreras and Ana Paz on August 21, 2018*
5. *Memo from Gordon Law (Former Kuna City Engineer) RE: Storm Drainage Design and Wastewater Disposal as provided by Enrique Contreras and Ana Paz on August 21, 2018*
6. *City EDU chart approved with R33-2012 approved November 6, 2012 as provided on August 21, 2018*
7. *Principles of Water Rates, Fees and Charges as provided by Public Works Director on August 21, 2018*
8. *City of Meridian Sanitary Sewer and Water Assessment Calculator as provided by Public Works Director on August 21, 2018*
9. *Floorplan for building*

1. Enrique Contreras and Ana Paz of Enrique's Mexican Restaurant appeal the assessment of 6.2 EDUs on their tenant improvement of 345 Avenue E also known as Sandstone.

- A. They request consideration that the City did not collect the proper number of EDUs on previous businesses in the location and the City is assessing those uncollected EDUs to Enrique's improvement.

- B. They further request consideration they be given credit for the EDUs the City did not collect, as that assessment to collect back EDUs is not their liability.
- C. They ask consideration of an assessment of not more than 1.7 EDUs based on previous uses of the Sandstone building.
- D. Consideration that any assessment of EDUs related to the tenant improvement on Enrique's Restaurant be eligible for an agreement of repayment for up to 10 years.

2. As requested by Council from the August 21, 2018 Kuna City Council Meeting, below is the data requested in regards to the appeal of EDU calculations for Enrique's Mexican Restaurant. The addresses listed for the main Sandstone building for the center and south section are 347 Ave E and 345 Ave E.

- A. Historical information obtained from building permits and prior calculation of EDUs for Enrique's Mexican Restaurant:
 - 1. 1998 Kings Department Store – No EDUs recorded
 - 2. 2004 Gold Craft – No EDUs recorded
 - 3. 2004 Sandstone Farms– No EDUs recorded (Business license identifies as Retail & Food Production)
 - 4. 2004 Roastere – No EDUs recorded
 - 5. 2006 Body Complete Salon – 1 EDU recorded
 - 6. 2008 Sweet Spot – No EDUs recorded (Business license identifies as an ice cream and beverage shop)
 - 7. 2011 Tannins (Leffler) Restaurant – No EDUs recorded
 - 8. Cowgirls space is not calculated in the space and holds 3 EDUs
- B. The City collected 1 EDU on the 11,863 sq feet that includes the center and south end of the building and 3 for the north end of the building.
- C. Enrique's has 227 seats. Of those, 36 are outdoor and unusable during inclement weather.
- D. Resolution R33-2012 was passed on November 6, 2012. In Resolution No. R33-2012 the city recognized:

A RESOLUTION OF THE CITY OF KUNA, IDAHO ADOPTING THE CITY OF KUNA EDU (EQUIVALENT DWELLING UNIT) CHART; AND PROVIDNG AN EFFECTIVE DATE.

WHEREAS Kuna City Code 7-6-3A provides that service connection charges for residential, commercial, and industrial buildings shall be set forth per a schedule approved by the City Council; and

WHEREAS Kuna City Code 7-6-4 contains a partial Schedule of User-Equivalents (to be repealed). The schedule is incomplete and not usable. Thereafter the City commenced using an EDU Chart that was not adopted by the City Council; and

WHEREAS the Kuna City Council conducted a public workshop on March 20, 2012, and public meetings on September 18, 2012 and October 2, 2012, where

the Council received testimony and considered evidence as presented by city staff regarding the proposed new EDU Chart; and

WHEREAS subsequent to the public meetings the Kuna City Council has determined that a new EDU Chart is necessary and conducive to the promotion of health, safety and welfare of the public inhabitants of the City and/or is required to meet the financial commitments of the City.

- E. The Clerk's office reviewed business license information that was available to determine any other businesses. The list is complete based on available records.

3. Public Works (Carlee Oswald) reviewed EDU Charges/Evaluations regarding businesses that had converted uses and what EDU assessments were made with findings of:

- A. In general, there has not been sufficient record keeping of EDUs charged when change of use occurs in existing buildings or a note for reasoning of how a conclusion of no additional EDUs were being charged (line items on BPs are just left blank). In addition, there isn't a log of how many EDUs were charged per business at one address, i.e. how many EDUs each building owns. As of now, we can only assume or guess how many should have been charged and credit those EDUs to the business/owners moving in to the building.
- B. 675 W 4th Street: changed from Professional Services (insurance) to Health Practitioner (chiropractic). No note of how many exam rooms and chairs are inside of the office, which is how we calculate EDUs in this classification.
- C. 379 W Main Street: changed from a bar to a restaurant, but no record of reevaluation based on the change of seating.
- D. 439 W Main Street: changed from Professional Services (rental and A/C) to Personal Care Service (salon) AND Restaurant (coffee shop). No additional EDUs charged and no record of reevaluation. Personal Care Services are determined by number of stations.
- E. 333 N Avenue C- Suite 4: changed from Personal Care Service (salon) to Health Practitioner (chiropractic). No note of how many exam rooms and chairs are inside the office. No record of reevaluation.
- F. 383 N Linder: changed from Retail (florist) to Restaurant. No record of reevaluation.
- G. 763 W Avalon: changed from Business Office to Institutional: School w/o cafeteria or showers. 1 EDU credit was given for the building and an additional 1 EDU was charged per additional 40 students over the amount of 40.
- H. Note: No record of reevaluation, is not meant that they 100% should have been charged additional EDUs, there is no note if zero EDUs was determined or if it just was not reevaluated at all.

4. Kuna Economic Development Director Lisa Holland provides the following memo:

Mayor and Council Members,

I have spent some time talking with other cities in the region to understand how they calculate EDU fees. Most cities charge an EDU fee for residential and commercial construction, though each one does it slightly different.

I know the public works department put together a proposal on several options of how to charge EDU's for construction moving forward to make the system a little more objective. For businesses considering the area, the more straight-forward the policy, the easier it will be to bring in new opportunities.

There is one challenge I'd like the council to address with our current system. There is not a formal policy adopted for what to do with existing buildings that are retro-fitted over time for different uses, particularly related to downtown businesses.

After talking with many of these cities, one of the conclusions I've gathered for new businesses going into an existing building, if there are fees, they are only related to the change in function or use. As long as there are no infrastructure improvements needed, there would be no EDU charge, just an increase in their monthly usage bill. If they do need infrastructure improvements, or if the use changes significantly, then they are given credit for past uses and the new fee is calculated based on the difference in the EDU chart.

Since many of our downtown buildings were constructed before the current EDU policy, it makes it difficult to calculate what equivalent of EDUs had been charged. It will be hard to attract businesses to invest in the downtown if they will be required to pay the same EDU as a new commercial construction project.

Many cities have Urban Renewal districts that cover their downtown areas (Boise, Mountain Home, Meridian, Caldwell, Nampa, etc). This tool enables those cities to assist with public infrastructure costs for some of their downtown businesses, which gives them an advantage on how to assess the EDU calculation for new businesses coming in. Since the City of Kuna doesn't currently have an Urban Renewal district, there is little we can do to incentivize investment in the downtown.

My recommendation would be to adopt a new EDU fee chart that bases the calculation on the usage of the business going in for new construction projects. For existing buildings, my recommendation would be to charge businesses for additional capacity on their monthly bill, and to only charge EDU fees if there is a significant infrastructure or use change. If there is a change in use, then they would only be responsible for paying the difference between the former use and the new use.

Thanks for your consideration, and please feel free to reach out with any questions.

Lisa Holland
Economic Development Director

Thank you,
Chris Engels
City Clerk



**CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634**

Paul A. Stevens, P.E.
Kuna City Engineer
Phone: (208) 287-1727

Memorandum

Date: 28 November 2018
From: Paul A. Stevens, P.E.
To: Mayor Stear & City Council
RE: EDU Evaluation Enrique's Restaurant.

Background

The Sandstone Building has housed several varied commercial establishments since initial construction circa 2004. The varied uses appear to have a total equivalent dwelling unit (EDU) demand value of approximately nine (9) for the total building. Of the total nine (9) EDU evaluation the City of Kuna record shows that five (5) EDUs were sold/paid for. No records were found to either prove or disprove payment for the remaining four (4) EDUs.

Correspondence between the previous City Engineer (Gordon Law) and Enrique's stated that the EDU fee would be based on the difference between the then current use and the EDU evaluation for the modified use.

Evaluation

Based on the Kuna City Council approved EDU table, the modified use for the spaces now occupied by Enrique's of the Sandstone building show an EDU demand of 11.1 EDUs.

Three of the "sold/paid for" EDU's are credited to the Cowgirls (still in operation) leaving two (2) "sold/paid for" EDUs credited to the combined space of the new Enrique's Restaurant. Nine (9) additional EDUs are needed to complete the calculated EDU demand for the portion of the Sandstone Building housing Enrique's Restaurant.

The owners of Enrique's Restaurant have requested relief from part of the EDU evaluation citing historical use.

Solutions

Enrique's provided the following information.

Establishment	Area (sf)	Estimated EDUs
Enrique's	11,863	11.1
<i>Prior use in the same space</i>		
Cowgirls Event Center/Sandstone Winery	6,065	2.0
Commercial Kitchen	3,923	2.0
Body Complete Salon	1,680	3.4
Simple Perfections	884	2.0
Total prior use	11,902	9.4
Net EDU	Previous use - Current evaluation	1.7

The listed previous uses were evaluated independently using the City of Kuna EDU evaluation table. All values were the same except the Cowgirls Event Center which worked out to 1.5 EDU. Making the total previous use EDUs approximately 8.9.

Based on this information three solutions surface.

Solutions

Solution 1. Honor Gordon Law's commitment and charge Enrique's for the difference in use which works out to $11.1 - 8.9 \text{ EDU} = 2.2$ (round to 2 EDU).

Solution 2. Charge Enrique's for the whole difference between the "paid for" EDUs and their new use evaluation.

Solution 3. Monitor Enrique's water use for one year, compare to an average EDU as shown in the Water Master Plan and charge or credit the EDU difference based solely on use.

SEWER SERVICE FEE PAYMENT AGREEMENT**Sewer Service Fee Payment Agreement**

EDU AMOUNT: **\$20,049.25** (6.2 EDUs x \$3,233.75)

SEWER SERVICE FEE AMOUNT: **\$25,911.35** (Interceptor Fee \$829.00) (Connection Fee Water \$1,092.25) (Supply Fee \$1,085.00) (Water Trunk Line Fee \$1,173.00) x 6.2

This Agreement ("Agreement" or "Note"), dated this 10th day of August 2018 is made by and between Compaz, Inc. dba Enrique's Mexican Restaurant and/or Ana M. Paz and/or Enrique F. Contreras (the "PROPERTY OWNER"), and the CITY OF KUNA ("KUNA").

WHEREAS, PROPERTY OWNER purchased and made improvements to the real property located at 345 N. Avenue E, Kuna, Idaho 83634 ("PROPERTY") and changed the use to a restaurant now known as Enrique's; and

WHEREAS, PROPERTY OWNER was not aware that there may be additional sewer connection fees due and owing due to a calculation of the EDUs to be used by the restaurant; and

WHEREAS, KUNA calculated the EDUs owing at 6.2 EDUs; and

WHEREAS, KUNA calculated the total amount due from PROPERTY OWNER as \$45,960.60; and

WHEREAS, the EDU AMOUNT calculated by KUNA of **\$20,049.25** must be paid to Key Bank, pursuant to the Settlement Agreement, as approved by the City Council, pursuant to Resolution R53-2011, in the quarter sold or before September 30, 2018; and

WHEREAS, the SEWER SERVICE FEE AMOUNT calculated by KUNA is **\$25,911.35**; and

WHEREAS, PROPERTY OWNER desires to reserve the right to contest KUNA's determinations of the EDUs owing and the resulting EDU AMOUNT and SEWER SERVICE FEE AMOUNT, but is willing to make the payments provided in this Agreement until such time as PROPERTY OWNER may prevail in contesting such determinations; and

WHEREAS, PROPERTY OWNER agrees that any such protest shall be according to Kuna City Code, and PROPERTY OWNER understands that said protest may result in additional EDUs being assessed based upon the EDU commercial calculations as provided for by resolution of the City Council in effect at the time of this Agreement.

NOW, THEREFORE, the PROPERTY OWNER and KUNA, in consideration of their mutual covenants herein, but subject to PROPERTY OWNER's reservation of rights to contest by administrative and judicial proceeding KUNA's determinations as stated above and obtain a refund for any excess payments made hereunder or make immediate payment for any additional amounts due and owing for additional EDUs, agree as set forth below:

PROPERTY OWNER agrees to pay the EDU AMOUNT to KUNA on or before September 30, 2018.

PROPERTY OWNER agrees to pay the SEWER SERVICE FEE AMOUNT to KUNA, at P.O. Box 13, Kuna, ID 83634, or at such other places as KUNA may from time to time designate, the original amount together with interest accruing as provided for in this Agreement.

1. **Definitions.** As used in the Agreement, the following terms shall have the meanings set forth below:

- a) "Collateral" means the connection to and the delivery of potable water from the city.
- b) "Collateral Assignment" means that certain collateral assignment in the Connection as of the date hereof, made by PROPERTY OWNER, as assignor, for the benefit of Kuna, as assignee.
- c) "Connection" means the property's connection to the municipal potable water system.

2. **Connection.** Upon the date of this Note, PROPERTY OWNER shall have the right to connect to the municipal sewer system of KUNA and receive sewer service, which right shall continue as long as fees are kept current and default of this Note, as defined below, does not occur.

3. **Security.** This Agreement is made and entered into so that PROPERTY OWNER may satisfy the condition precedent that requires the prepayment of the SEWER SERVICE FEE AMOUNT in order to receive municipal sewer service. This Note is secured by the Connection to the potable water system, and default of the terms of this Note shall be sufficient cause for immediate termination of the rights of Connection, or termination at any time convenient to KUNA until default/breach is cured and PROPERTY OWNER waives any objection to the utilization of this remedy for enforcement of this Agreement upon breach.

4. **Interest Accruals, Payments.** Interest shall accrue on the outstanding Principal Indebtedness and PROPERTY OWNER shall make payments to KUNA as follows:

- a) The outstanding balance of the Principal Indebtedness shall bear interest from the date of this Note at a fixed annual rate equal to (6.0%), which interest shall be calculated on the basis of a year consisting of three-hundred-sixty (360) days.
- b) PROPERTY OWNER will pay this loan in 120 regular payments of **\$285.61** each month. PROPERTY OWNER'S first payment is due September 15, 2018 and all subsequent payments are due by the 15th of each month. PROPERTY OWNER'S final payment will be due on August 15, 2028 and will be for all principal and all accrued interest not yet paid. Payments include principal and interest. The Payment shall be added to the utility bill for the PROPERTY.

5. **Application of Payments.** All payments on this Note shall, at the option of KUNA, be applied first to the payment of late charges, if any, then accrued interest and after all such interest has been paid, any remainder shall be applied toward repayment of any additional advances then outstanding and the balance, if any toward the reduction of principal.

6. **Transfer of Note.** The right of Connection runs with the PROPERTY. This Note, and any rights and obligations arising therefrom, may be transferred to a successor in interest to the PROPERTY, including reductions in Principal Indebtedness, as long as all scheduled payments are brought current, including penalties and interest, and all breaches of any terms herein are cured.

7. **Entire Agreement.** The terms, conditions, covenants, provisions, stipulations and agreements of this Note are fully set forth herein. PROPERTY OWNER hereby covenants and promises to abide by and comply with each and every covenant and condition set forth in the Note.

8. **Prepayment.** PROPERTY OWNER shall have the right to prepay the Principal Indebtedness together with accrued interest owing on the Note at any time or times prior to Maturity.

9. **Late Payments.** If any payment to be paid by PROPERTY OWNER under the terms of the Note is not received by KUNA within thirty (30) days after such installment is due, PROPERTY OWNER shall pay to KUNA a late fee charge equal to ten percent (10%) of such late payment.

10. **Default.** PROPERTY OWNER shall, at the KUNA's option, be in default under this Agreement upon the happening of any of the following events or conditions (each, an "Event of Default"): (a) a failure to pay any amount due under this Agreement within thirty (30) days of the date the same is due; (b) the failure by PROPERTY OWNER to perform any of its other obligations under this Agreement within thirty (30) days of notice from KUNA; (c) any act of insolvency or bankruptcy.

11. **Upon Default.** Any extension in time to remedy a breach shall be solely at the discretion of KUNA. Upon default, any rights conferred to PROPERTY OWNER by KUNA under terms of this Note shall be terminated and return to the conditions existing prior to the commencement of this Note and any payments made by PROPERTY OWNER shall belong to KUNA.

12. **Waivers, Substitution of Security.** PROPERTY OWNER waives presentment for payment, notice of dishonor and protest, and consents to any extension of time with respect to any payment due under this Note, to any substitution or release of collateral, and to the addition or release of any party. No waiver of any payment under this Note shall operate as a waiver of any other payment. No delay or failure of KUNA in the exercise of any right or remedy provided for under this Note shall be deemed a waiver of such right by KUNA, and no exercise of any right or remedy shall be deemed a waiver of any other right or remedy which KUNA may have.

13. **Notices.** All notices, demands, requests, consents, approvals and other communications required or permitted hereunder must be in writing and will be effective upon receipt. Such notices and other communications may be hand-delivered, sent by facsimile transmission with confirmation of delivery and a copy sent by first-class mail, or sent by nationally

recognized overnight courier service, to a party's address set forth above or to such other address as any party may give to the other in writing for such purpose.

14. **Preservation of Rights.** No delay or omission on KUNA's part to exercise any right or power arising hereunder will impair any such right or power or be considered a waiver of any such right or power, nor will KUNA's action or inaction impair any such right or power. KUNA'S rights and remedies hereunder are cumulative and not exclusive of any other rights or remedies which KUNA may have under other agreements, at law or in equity.

15. **Illegality.** In case any one or more of the provisions contained in this Agreement should be invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby and any unpaid amount due, remains due and owing to KUNA.

16. **Changes in Writing.** No modification, amendment or waiver of any provision of this Agreement nor consent to any departure by the PROPERTY OWNER therefrom will be effective unless made in writing signed by KUNA, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on PROPERTY OWNER in any case will entitle PROPERTY OWNER to any other or further notice or demand in the same, similar or other circumstance.

17. **Entire Agreement.** This Agreement (including the documents and instruments referred to herein) constitutes the entire agreement and supersedes all other prior agreements and understandings, both written and oral, between the parties with respect to the subject matter hereof.

18. **Counterparts.** This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

19. **Sale of Property/Successors and Assigns.** This Agreement will be binding upon and inure to the benefit of PROPERTY OWNER their respective heirs, executors, administrators, successors and assigns; provided, however, that PROPERTY OWNER may not assign this Agreement in whole or in part without the KUNA's prior written consent. PROPERTY OWNER agrees to provide KUNA with notice upon the sale of the PROPERTY. KUNA retains the right to reject the assignment of the Agreement and demand that the balance due and owing be paid in full at the time of closing from the proceeds of the sale of the PROPERTY.

20. **Interpretation.** In this Agreement, unless PROPERTY OWNER and KUNA otherwise agree in writing, the singular includes the plural and the plural the singular; words importing any gender include the other genders; references to statutes are to be construed as including all statutory provisions consolidating, amending or replacing the statute referred to; the word "or" shall be deemed to include "and/or", the words "including", "includes" and "include" shall be deemed to be followed by the words "without limitation"; references to articles, sections

(or subdivisions of sections) or exhibits are to those of this Agreement unless otherwise indicated. Section headings in this Agreement are included for convenience of reference only and shall not constitute a part of this Agreement for any other purpose. If this Agreement is executed by more than one PROPERTY OWNER, the obligations of such persons or entities will be joint and several.

21. **Governing Law and Jurisdiction.** THIS AGREEMENT WILL BE INTERPRETED, AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF IDAHO. PROPERTY OWNER WAIVES ANY OBJECTION TO VENUE AND ANY OBJECTION BASED UPON A MORE CONVENIENT FORUM IN ANY ACTION INSTITUTED UNDER THIS AGREEMENT.

22. **Waiver of Jury Trial.** EACH PROPERTY OWNER AND KUNA IRREVOCABLY WAIVES ANY AND ALL RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING OR CLAIM OF ANY NATURE RELATING TO THIS AGREEMENT, ANY DOCUMENTS EXECUTED IN CONNECTION WITH THIS AGREEMENT OR ANY TRANSACTION CONTEMPLATED IN ANY OF SUCH DOCUMENTS. PROPERTY OWNER AND KUNA ACKNOWLEDGE THAT THE FOREGOING WAIVER IS KNOWING AND VOLUNTARY.

DATED effective as of the date first above written.

IN WITNESS WHEREOF, the parties shall cause this Agreement to be executed by their duly authorized officers, members and/or partners the day and year first above written.

CITY OF KUNA



Joe L. Stear, Mayor

ATTEST:

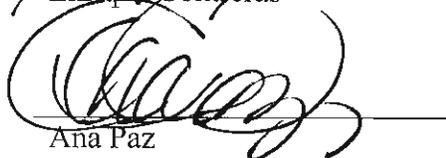


Chris Engels, City Clerk



PROPERTY OWNERS



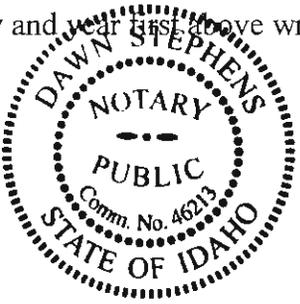
Enrique Contreras


Ana Paz

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 10th day of August, 2018, before me, a notary public in and for said state, personally appeared Enrique F. Contreras known to be to be the owner(s) of the PROPERTY, and the person who subscribed his name to the foregoing instrument, and acknowledged to me that he executed the same in both his individual capacity and in the capacity of the president of Conpaz, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

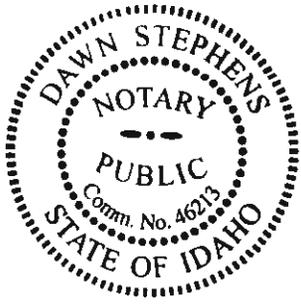


Dawn Stephens
Notary Public for Idaho
Residing at Kuna, Idaho
My commission expires: 3-7-24

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 10th day of August, 2018, before me, a notary public in and for said state, personally appeared Ana M. Paz known to be to be the owner(s) of the PROPERTY, and the person who subscribed her name to the foregoing instrument, and acknowledged to me that she executed the same in both her individual capacity and in the capacity of the secretary of Conpaz, Inc.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.



Dawn Stephens
Notary Public for Idaho
Residing at Kuna, Idaho
My commission expires: 3-7-24

P.O. Box 13
Kuna, Idaho 83634
208.922.5274
Fax: 208.922.5989
Website:
Kunacity.id.gov



City of Kuna

CERTIFICATE OF TEMPORARY OCCUPANCY

COMMERCIAL

This certificate issued pursuant to the requirements of the City of Kuna Building Code (IBC2012), as adopted by City of Kuna, certifies that at the time of issuance this structure has been inspected for compliance with the various ordinances of the City regulation building construction and use.

BUSINESS NAME

ENRIQUE'S

Permit #: 12979

Site Address: 345 N Ave E
Owner/Address: 1922 W ARDELL RD
Approved Use: RESTAURANT

Parcel #: R5070001485
Zone: CBD
Sprinkler System: YES

Occupancy Classification:	A.1	A.1	A.1	A.1	A.1	A.1
Construction Classification:	5.B	5.B	5.B	5.B	5.B	5.B
Floor Area:	1950	1479	486	350	1166.8	378
Design Occupant Load:	130	98	32	23	8	4

Stipulation: Permanent C of O will be issued upon conditions being met.

Jerry Coulter 8-10-18
City of Kuna Building Department Date

[Signature] 8-10-18
Kuna City Building Inspector Date

Temp. Certificate Issued: 8-10-18
Date

Expiration Date: 9-10-18
Date

COPY

	<u>Sq. Ft.</u>	<u>EDU's</u>
Enrique's	<u>11,863</u>	<u>11.1</u>
Prior Uses:		
Cowgirls Event Center / Sandstone Winery	6,065	2.0
Commercial Kitchen	3,923	2.0
Body Complete Salon	1,680	3.4
Less Upstairs Removal (±)	-650	
Simple Perfections	<u>884</u>	<u>2.0</u>
TOTAL PRIOR USES	<u>±11,902</u>	<u>9.4</u>
Additional EDU's		1.7

*Presentation
 by item 7-D
 7/21/2018*



CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
www.cityofkuna.com

GORDON N. LAW
CITY ENGINEER

Telephone (208) 287-1727; Fax (208) 287-1731
Email: glaw@cityofkuna.com

MEMORANDUM

TO: Kelly Kehrer, P.E.
KM Engineering

FROM: Gordon N. Law
Kuna City Engineer

RE: Enriques Mexican Restaurant
Storm Drainage Design
Wastewater Disposal

DATE: September 8, 2015

The City of Kuna is in receipt of the following items:

1. Enrique's Mexican Restaurant – Construction Plans (dated August 26, 2015)
2. Enrique's Mexican Restaurant – Storm Drainage Report (dated August 26, 2015)

The latest plans and storm drainage report (dated August 26, 2015) have responded adequately to the comments of the City Engineer from the first submittal of the same. The Plans and report are hereby APPROVED insofar as the City Engineer's requirements are concerned. As you proceed with the project, the City Engineer requests the following are noted:

1. Seepage Bed Inspection
 - a. Please request City inspection of seepage beds after excavation and before backfill (phone 287-1727).
 - b. If conditions vary from design assumption please inform the City inspector.
2. Sewer Service
 - a. Connection fees are evaluated at the time of building permit application and are based on peak demand as determined from the City's standard demand chart. Any demand provided in previous building permits is credited and the applicant is charged fees only for increased demand.
3. Water Service
 - a. Connection fees are evaluated at the time of building permit application and are based on peak demand as determined from the City's standard demand chart. Any demand provided in previous building permits is credited and the applicant is charged fees only for increased demand.

City of Kuna EDU Chart - Exhibit A

Classification	Equivalent Dwelling Units
Assembly Hall or Auditorium For Each 200 Seats	1.00
Automotive	
<ul style="list-style-type: none"> • Car Dealer (Less Wash Bays and Repair Stalls) For Each 4000 sq. ft. <ul style="list-style-type: none"> - Additional Per Wash Bay 1.00 - Additional Per Repair Stall 1.00 • Car Wash <ul style="list-style-type: none"> - Self Service (Per Bay) 1.50 - Automatic w/Recycled Water (Per Bay) 1.50 - Automatic w/o Recycled Water (Per Bay) 2.00 • Service Station <ul style="list-style-type: none"> - Fuel & Bathroom Only: Add per Pump Islands over 4 1.00 - Full Service: Add per each Pump Island or Stall over 4 1.00 - Repair: Add per stall over 4 1.00 - Convenience Store: As per Retail Store 	
Bowling Alley (w/First 3 Lanes)	1.00
- Additional Per Lane Over 3	0.20
Business	
<ul style="list-style-type: none"> • Non Food Prep for each 4,000 sq. ft.: Apparel and Accessory, Department & Retail, Durable Goods, Drugstore, Florist, Hardware, Lumberyard, Gardening Sales, Nursery or Greenhouse, Shopping Center, Business Office, Bank, Post Office, and Tire Store are nonexclusive examples. 1.00 • Grocery & Misc Retail Foods (w/o resident butcher or baker) For Each 4,000 sq. ft. 1.00 <ul style="list-style-type: none"> - Add for Resident Butcher or Baker 1.00 	
Campground	1.00
- Add For Each Trailer Unit Over 2	0.50
- Add For Each Camp Site Over 3	0.33
- Additional For RV Dump	4.00
Church, Club or Lodge	
<ul style="list-style-type: none"> • w/ Kitchen: For Each 75 General Assembly Seats 1.00 • w/o Kitchen: For Each 100 General Assembly Seats 1.00 	
Food and Beverage Service	1.00
- Bar/Lounge: Add for each 20 Seats Over 20	0.50
- Restaurant Fine Dining: Add for each Seat over 25	0.05
- Restaurant Sit Down: Add for each Seat over 12	0.08
- Restaurant Fast Food: Add for each Seat over 20	0.05
Health Practitioner (Doctor, Dentist, Chiropractor, Specialist)	
<ul style="list-style-type: none"> • For Up To 3 Chairs or Exam Rooms 1.00 - Add For Each Chair or Exam Room Over 3 0.33 	
Hotel or Motel	1.00
- Additional Per Unit w/ Kitchen Over 2	0.50
- Additional Per Unit w/o Kitchen Over 3	0.33
Industrial Use	
<ul style="list-style-type: none"> • Per Each 16 Employees 1.00 • With Showers Per Each 12 Employees 1.00 • With Showers & Cafeteria Per Each 10 Employees 1.00 - Add Per Industrial Process Wastewater Staff Calculated 	
Institutional	1.00
- School w/o Cafeteria or Showers: Per 40 /Students over 40	1.00
- School w/Cafeteria: Per 30 Students over 30	1.00
- School w/Showers: Per 30 Students over 30	1.00
- School w/Cafeteria and Showers: Per 25 Students over 25	1.00
- Hospital Additional Per Bed Over 1	0.80
- Nursing Home Additional Per Bed Over 2	0.40
- Jail: Add Per Each Bed over 2	0.50
Laundry	
<ul style="list-style-type: none"> • Self Serve Up To 5 Machines 2.00 - Additional Per Machine Over 5 0.20 • Commercial Per Machine Staff Calculated 	
Personal Care Service	1.00
- Barber Shop: Add for each Station over 4	0.20
- Salon: Add for each Station Over 2	0.40
Photo Lab, Printing Shop	Staff Calculated
Residential Units	
<ul style="list-style-type: none"> • Per Single Family Dwelling and Multiple Dwelling per Living Unit 1.00 • Per Mobile Home or Trailer Park For Each Unit 1.00 	
Warehouse or Storage Unit For Each 12,500 sq. ft.	1.00

Exhibit 1

City of Kuna EDU Chart - Exhibit A	
Classification	Equivalent Dwelling Units
Assembly Hall or Auditorium For Each 200 Seats	1.00
Automotive	
• Car Dealer (Less Wash Bays and Repair Stalls) For Each #300 sq. ft.	1.00
- Additional Per Wash Bay	1.00
- Additional Per Repair Stall	1.00
• Car Wash	
- Self Service (Per Bay)	1.50
- Automatic w/Recycled Water (Per Bay)	1.50
- Automatic w/o Recycled Water (Per Bay)	2.00
• Service Station	1.00
- Fuel & Bathroom Only; Add per Pump Islands over 4	1.00
- Full Service; Add per each Pump Island or Stall over 4	1.00
- Repair; Add per stall over 4	1.00
- Convenience Store; As per Retail Store	
Bowling Alley (w/First 3 Lanes)	1.00
- Additional Per Lane Over 3	0.20
Business	
• Non Food Prep for each 4,000 sq. ft.: Apparel and Accessory, Department & Retail, Durable Goods, Drugstore, Florist, Hardware, Lumberyard, Gardening Sales, Nursery or Greenhouse, Shopping Center, Business Office, Bank, Post Office, and Tire Store are nonexclusive examples.	1.00
• Grocery & Misc Retail Foods (w/o resident butcher or baker) For Each 4,000 sq. ft.	1.00
- Add for Resident Butcher or Baker	1.00
Campground	1.00
- Add For Each Trailer Unit Over 2	0.50
- Add For Each Camp Site Over 3	0.33
- Additional For RV Dump	4.00
Church, Club or Lodge	
• w/ Kitchen: For Each 75 General Assembly Seats	1.00
• w/o Kitchen: For Each 100 General Assembly Seats	1.00
Food and Beverage Service	1.00
- Bar/Lounge: Add for each 20 Seats Over 20	0.50
- Restaurant Fine Dining: Add for each Seat over 25	0.05
- Restaurant Sit Down: Add for each Seat over 22	0.08
- Restaurant Fast Food: Add for each Seat over 20	0.05
Health Practitioner (Doctor, Dentist, Chiropractor, Specialist)	
• For Up To 3 Chairs or Exam Rooms	1.00
- Add For Each Chair or Exam Room Over 3	0.33
Hotel or Motel	1.00
- Additional Per Unit w/ Kitchen Over 2	0.50
- Additional Per Unit w/n Kitchen Over 3	0.33
Industrial Use	
• Per Each 16 Employees	1.00
• With Showers Per Each 12 Employees	1.00
• With Showers & Cafeteria Per Each 10 Employees	1.00
- Add Per Industrial Process Wastewater	Staff Calculated
Institutional	1.00
- School w/o Cafeteria or Showers: Per 40 /Students over 40	1.00
- School w/Cafeteria: Per 30 Students over 30	1.00
- School w/Showers: Per 30 Students over 30	1.00
- School w/Cafeteria and Showers: Per 25 Students over 25	1.00
- Hospital Additional Per Bed Over 1	0.80
- Nursing Home Additional Per Bed Over 2	0.40
- Jail: Add Per Each Bed over 2	0.50
Laundry	
• Self Serve Up To 5 Machines	2.00
- Additional Per Machine Over 5	0.20
• Commercial Per Machine	Staff Calculated
Personal Care Service	1.00
- Barber Shop: Add for each Station over 4	0.20
- Salon: Add for each Station Over 2	0.40
Photo Lab, Printing Shop	Staff Calculated
Residential Units	
• Per Single Family Dwelling and Multiple Dwelling per Living Unit:	1.00
• Per Mobile Home or Trailer Park For Each Unit:	1.00
Warehouse or Storage Unit For Each 12,500 sq. ft.	1.00

Exhibit 2

271 PRINCIPLES OF WATER RATES, FEES, AND CHARGES

Table VI.2-5 Meter equivalencies based on meter capacity and establishing SDCs by meter size using the buy-in method and replacement cost new less depreciation valuation approach

Meter Size	Maximum Rated Safe Operating Flow, gpm*	Meter Equivalent Ratio†	SDC‡
½" Displacement	20	1.0	\$2,454
¾" Displacement	30	1.5	3,681
1" Displacement	50	2.5	6,135
1½" Displacement	100	5.0	12,271
2" Displacement	160	8.0	19,633
3" Singlejet	320	16.0	39,267
3" Compound, Class I	320	16.0	39,267
3" Turbine, Class I	350	17.5	42,948
4" Singlejet	500	25.0	61,354
4" Compound, Class I	500	25.0	61,354
4" Turbine Class I	630	31.5	77,307
6" Singlejet	1,000	50.0	122,709
6" Compound, Class I	1,000	50.0	122,709
6" Turbine Class I	1,300	65.0	159,521
8" Compound, Class I	1,600	80.0	196,334
8" Turbine Class II	2,800	140.0	343,585
10" Turbine Class II	4,200	210.0	515,377
12" Turbine Class II	5,300	265.0	650,357

* Source: AWWA Standards: Displacement C700-09; Singlejet C712-10; Turbine Class I C701-12; Turbine Class II C701-12; Compound Class I C702-10.

† Using standard maximum meter-flow capacity ratios (e.g., 2" = 160 gpm, 20 gpm [¾"] = 8.0:1.0 capacity ratio).

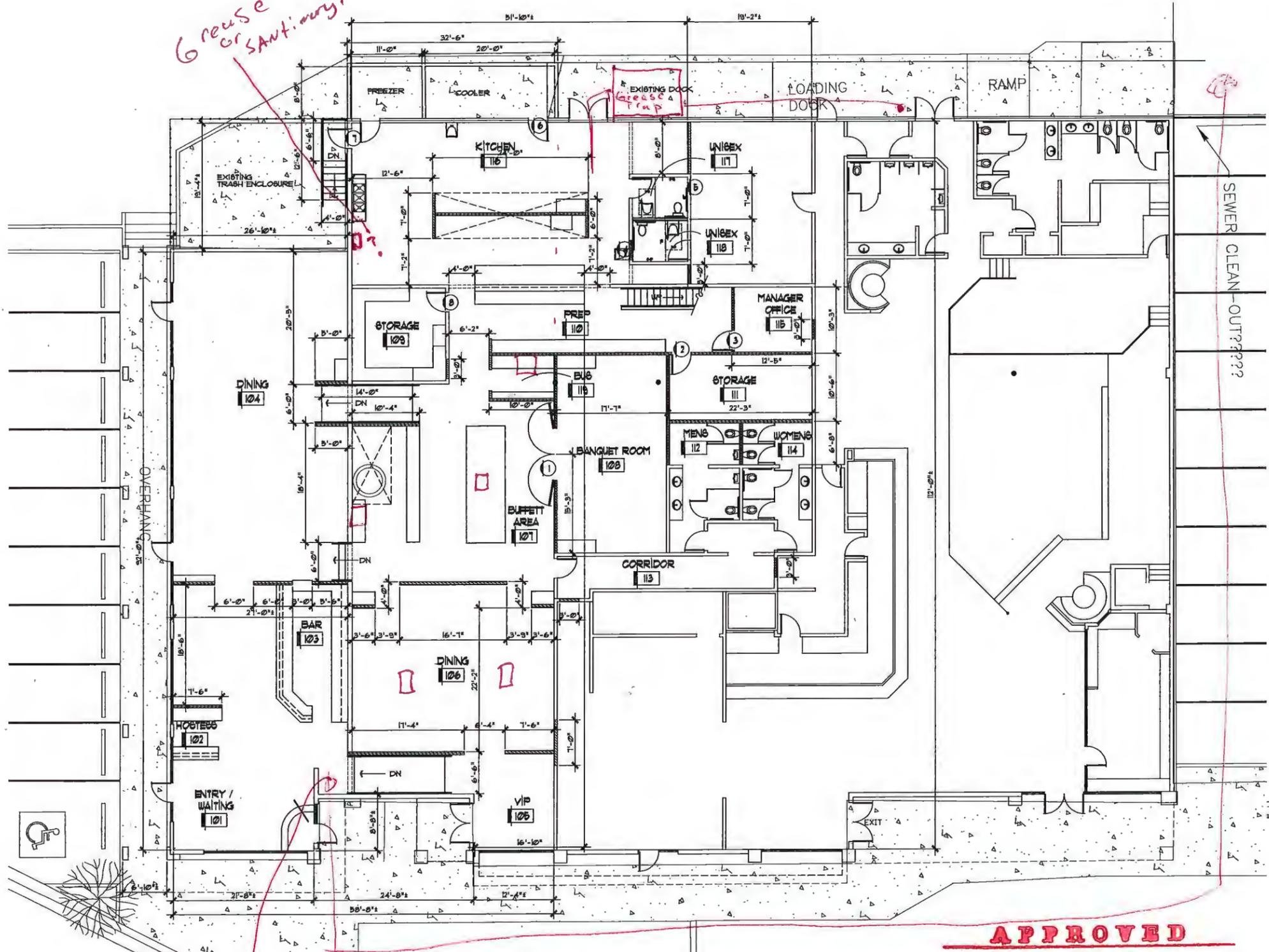
‡ ½-inch SDC based on example presented in Table VI.2-2.

The equivalent meter ratio is used as the basis for the increased SDC for larger meters. For example, the safe operating capacity of a ½-in. meter is 20 gpm. In contrast to this, a 2-in. meter has a safe operating capacity of 160 gpm. Thus, on a capacity basis, a 2-in. meter is the equivalent of eight ½-in. meters and the SDC for the 2-in. meter should be set at 8 times the ½-in. meter SDC.

Table VI.2-5 provides an example for the development of SDC schedules based on a ½-in. meter size as the base meter size. In this example the base SDC is \$2,454 or the amount calculated in the buy-in example displayed in Table VI.2-2.

As shown in Table VI.2-5, for each type of meter, there is a corresponding maximum rated safe operating flow. This provides the basis for the meter equivalency ratios. These ratios are then multiplied by the base cost SDC (\$2,454) to provide a schedule of SDCs for new customers connecting to the system. For example, a customer with a 2-in. meter would be charged \$19,633, since the capacity of a 2-in. meter is eight times that of a ½-in. meter. Stated another way, a customer with a 2-in. meter has the capacity of the equivalent of eight ½-in. meters.

Equivalent residential units. One of the disadvantages of the meter size approach is that for larger meters, the meter capacity may not be a reasonable indicator for the actual capacity use of the customer. It should be remembered that the \$2,454 SDC for a ½-in. connection reflects the usage patterns of that size meter (i.e., a residential customer with a ½-in. meter). A new customer with a larger connection



GENERAL NOTES

- COORDINATE WORK WITH CIVIL, STRUCTURAL, MECHANICAL, AND ELECTRICAL SHEETS.
- NOTIFY ARCHITECT IMMEDIATELY IF THERE ARE DISCREPANCIES
- EXISTING BUILDING INSULATION TO RECEIVE NEW VAPOR BARRIER
-
-

LEGEND

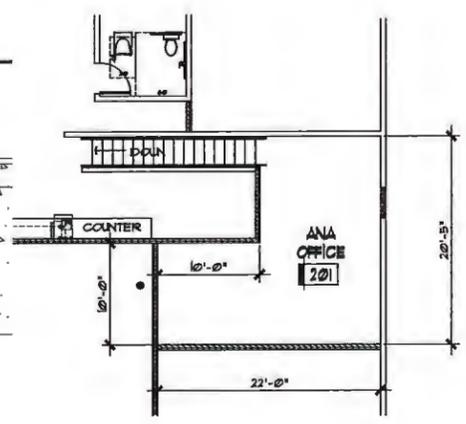
NEW 2X4 WOOD STUD WALL

NEW 2X6 WOOD STUD WALL

EXISTING TO REMAIN

KEYNOTES

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NEW FLOOR PLAN
 NORTH SCALE: 1/8" = 1'-0"

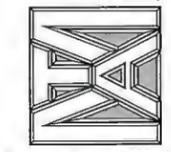
APPROVED
 DATE 10.27.17
 BY [Signature]
 CITY OF KUNA - BUILDING INSPECTOR

NEW PARTIAL FLOOR PLAN
 SCALE: 1/8" = 1'-0"

5336
2942

PP. 1 stainless 2" service

Maxey Tookey Architects, L.L.P.
 1412 W. IDAHO ST, SUITE 200
 Boise, Idaho 83702
 PHONE: (208) 344-9800
 http://www.mtaib@maxey-tookey.com

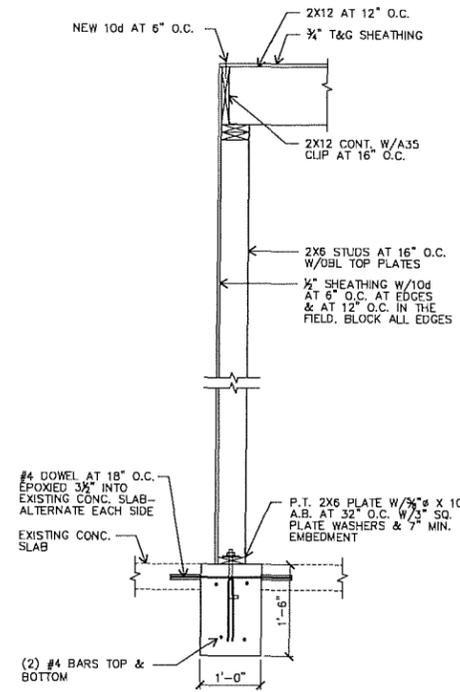


REMODEL SANDSTONE BUILDING
 FOR
 EL GALLO GIRO
 KUNA, IDAHO

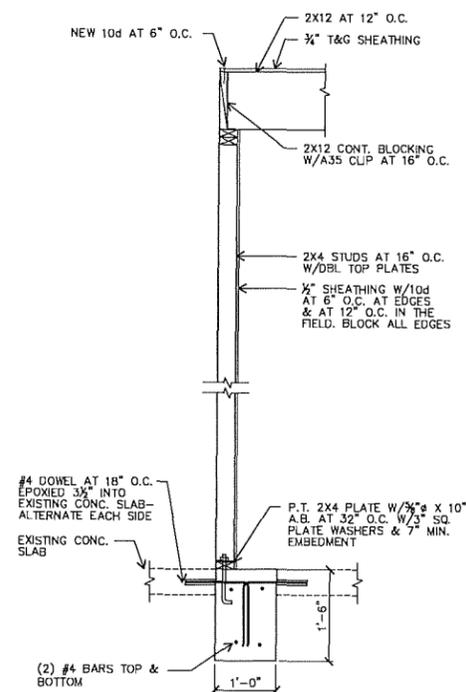
Date: March 1, 2018
 Job No. 1428

Sheet No.
 A-2

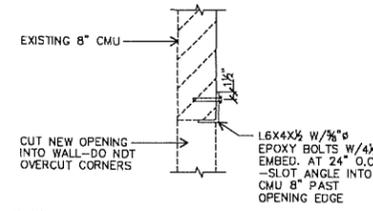
**APPROVED PLANS & PERMIT
 TO BE ON SITE FOR INSPECTIONS**
 e/c 10-24-17
 Plum DN 10-31-17



1 SECTION AT NEW WALL
3/4" = 1'- 0"
RE. S1.1

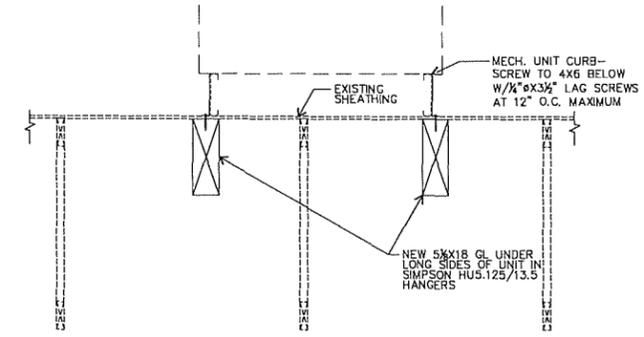


2 SECTION AT NEW WALL
3/4" = 1'- 0"
RE. S1.1



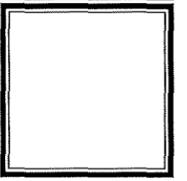
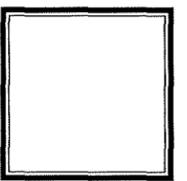
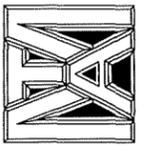
NOTE:
1. SLOT ANGLE PAST OPENING EDGE 8".
2. PROVIDE 1ST BOLT 4" FROM ANGLE END.

3 NEW OPENING IN CMU WALL
3/4" = 1'- 0"
RE. S1.1



4 ROOF-TOP MECHANICAL UNIT
3/4" = 1'- 0"
RE. S1.1

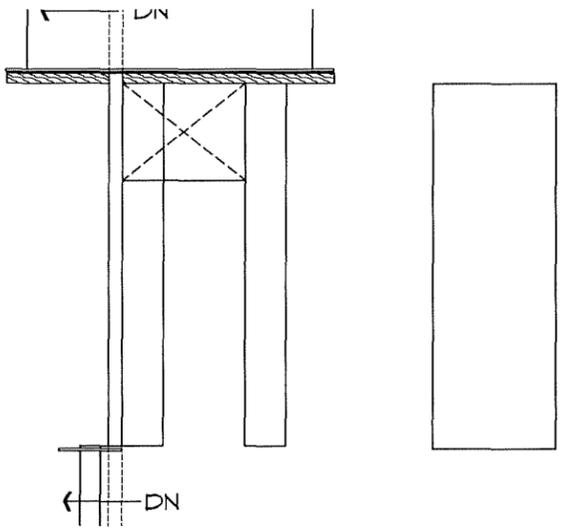
Maxey Tookee Architects, L.L.P.
1412 W. IDAHO ST, SUITE 200
Boise, Idaho 83702
PHONE: (208) 344-9600
http://www.mta@maxey-tookee.com
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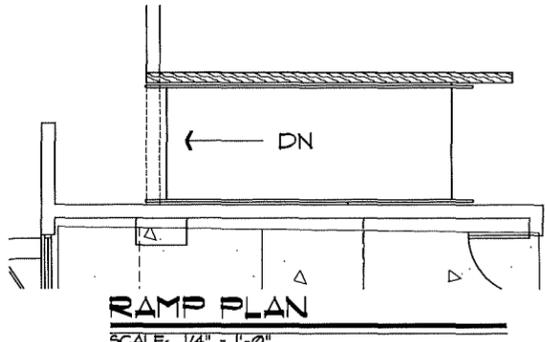
REMODEL SANDSTONE BUILDING
FOR
EL GALLO GIRO
KUNA, IDAHO

Date: March 1, 2015
Job No. 1428

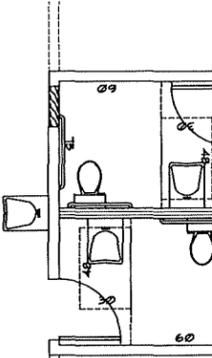
Sheet No.
S1.2



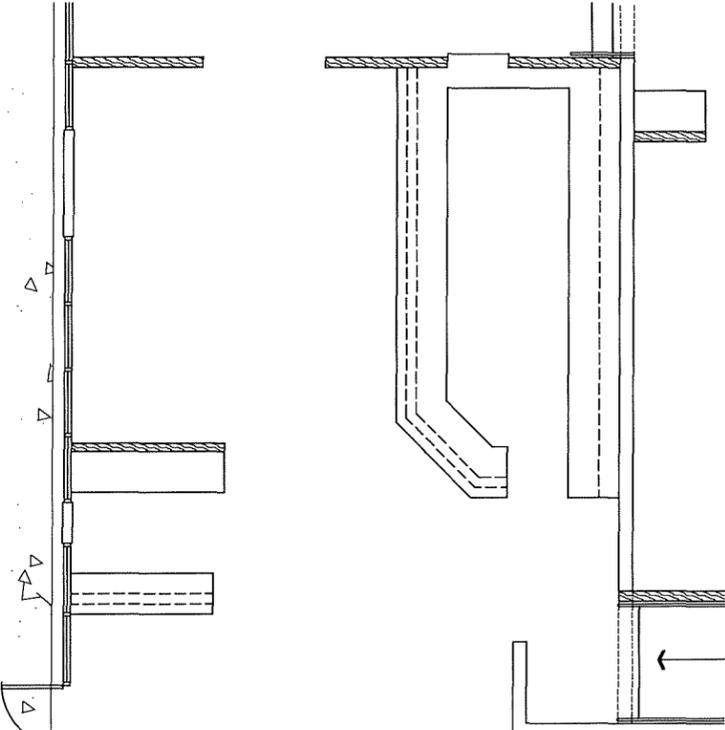
TORTILLA AREA MILLWORK
SCALE: 1/4" = 1'-0"



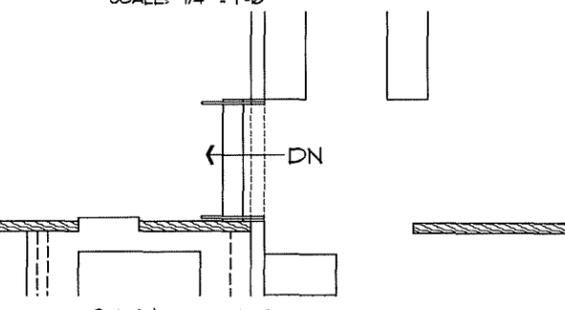
RAMP PLAN
SCALE: 1/4" = 1'-0"



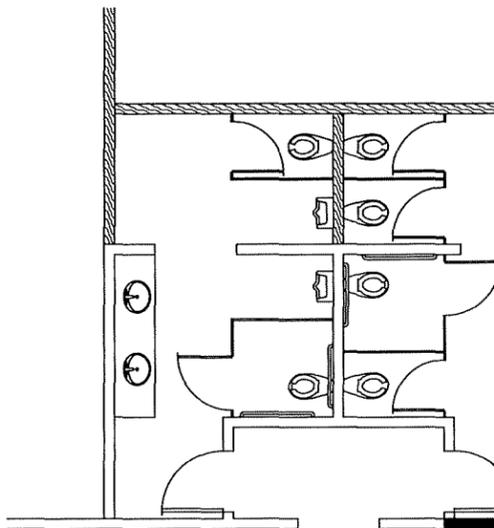
ENLARGED BATHROOM
SCALE: 1/4" = 1'-0"



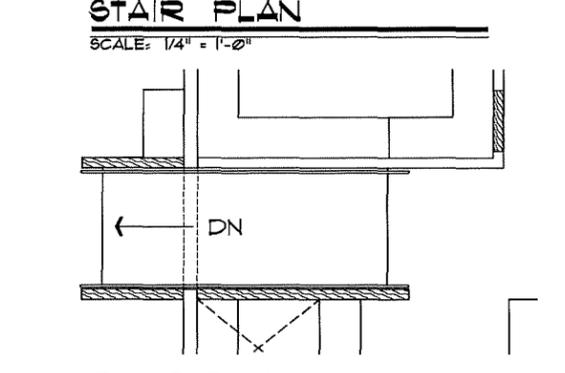
BAR AREA MILLWORK
SCALE: 1/4" = 1'-0"



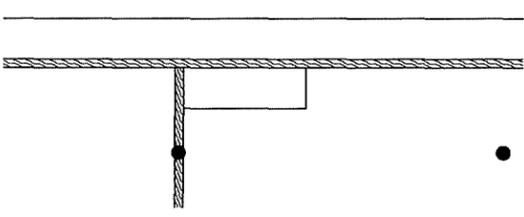
STAIR PLAN
SCALE: 1/4" = 1'-0"



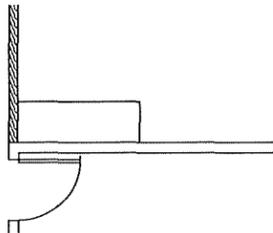
ENLARGED BATHROOM
SCALE: 1/4" = 1'-0"



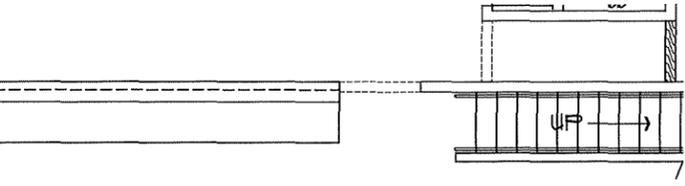
RAMP PLAN
SCALE: 1/4" = 1'-0"



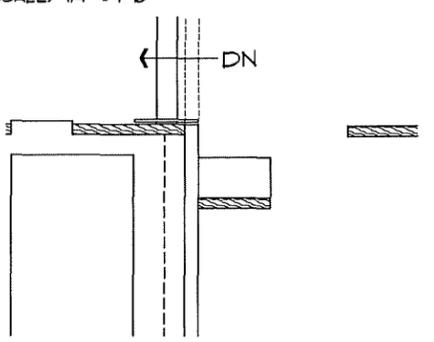
BANQUET MILLWORK
SCALE: 1/4" = 1'-0"



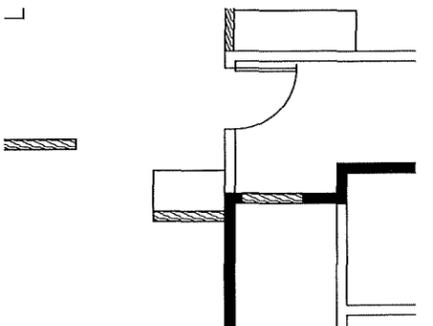
BANQUET MILLWORK
SCALE: 1/4" = 1'-0"



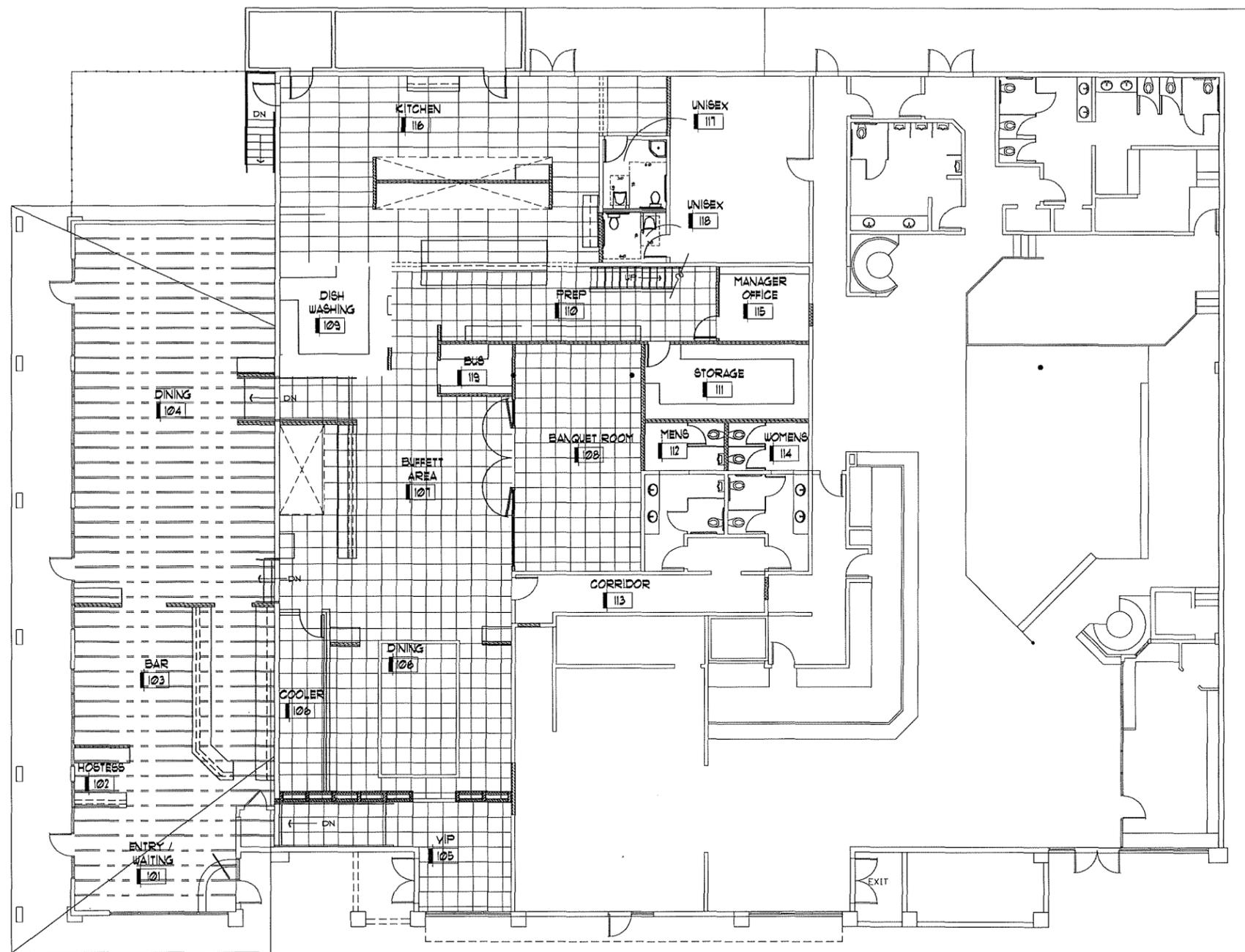
PREP AREA MILLWORK
SCALE: 1/4" = 1'-0"



DINING MILLWORK
SCALE: 1/4" = 1'-0"



DINING MILLWORK
SCALE: 1/4" = 1'-0"



REFLECTED CEILING PLAN
 NORTH SCALE: 1/8" = 1'-0"

GENERAL NOTES

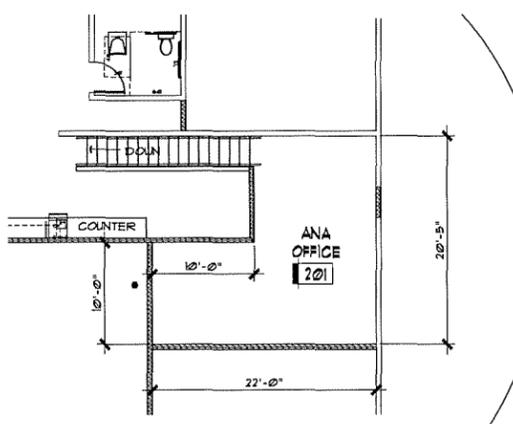
- COORDINATE WORK WITH CIVIL, STRUCTURAL, MECHANICAL, AND ELECTRICAL SHEETS.
- NOTIFY ARCHITECT IMMEDIATELY IF THERE ARE DISCREPANCIES
- EXISTING BUILDING INSULATION TO RECEIVE NEW VAPOR BARRIER
-
-

LEGEND

- NEW 2X4 WOOD STUD WALL
- NEW 2X6 WOOD STUD WALL
- EXISTING TO REMAIN

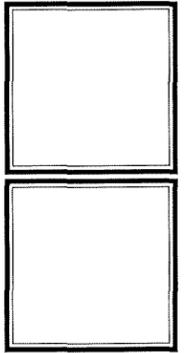
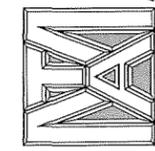
KEYNOTES

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NEW PARTIAL REFLECTED CEILING PLAN
 SCALE: 1/8" = 1'-0"

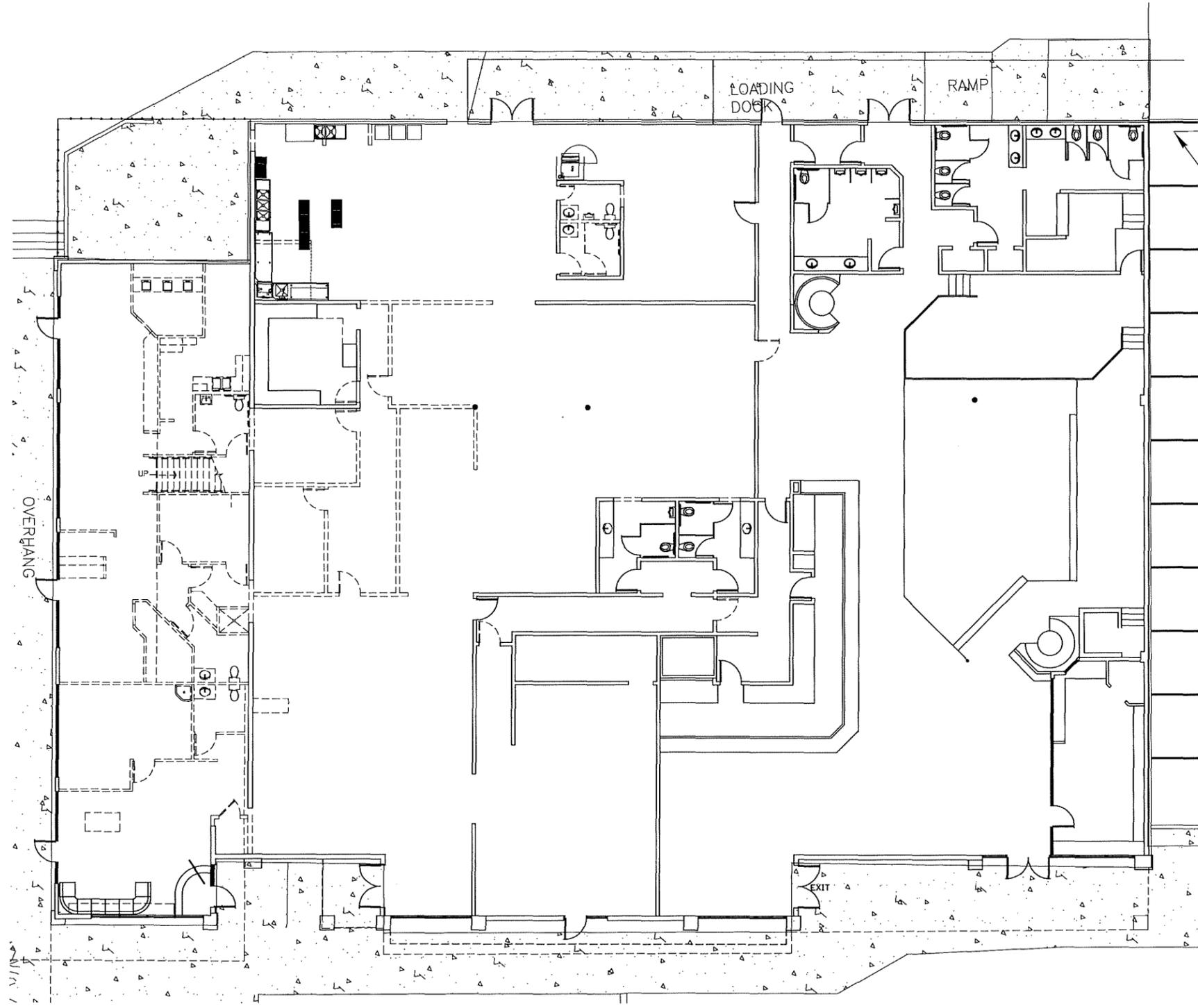
Maxey Tookey Architects, L.L.P.
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 mtm@maxey-tookey.com



REMODEL SANDSTONE BUILDING
 FOR
 ENRIQUES
 KUNA, IDAHO

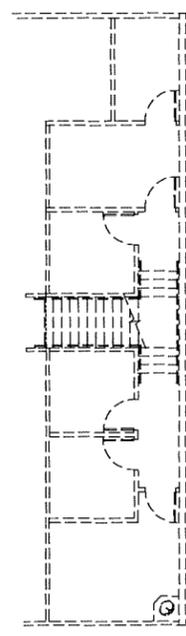
Date: SEPT. 15, 2015
 Job No. 1428

Sheet No.



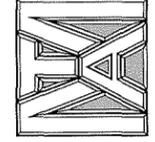
EXISTING / DEMO FLOOR PLAN
 NORTH SCALE: 1/8" = 1'-0"

GENERAL NOTES	
1.	COORDINATE WORK WITH CIVIL, STRUCTURAL, MECHANICAL, AND ELECTRICAL SHEETS.
2.	NOTIFY ARCHITECT IMMEDIATELY IF THERE ARE DISCREPANCIES
KEYNOTES	
1	REMOVE EXISTING HOLLOW METAL DOOR AND FRAME PATCH AND REPAIR EXISTING WALL WHERE FRAME WAS REMOVED
2	REMOVE EXISTING OVER HEAD DOOR, TRACK, CONTROLS, ETC.
3	NOT USED
4	REMOVE EXISTING WINDOW AND WOOD STUD FRAME WALL
5	REMOVE EXISTING WINDOW
6	REMOVE EXISTING METAL SIDING AND GIRTS.
7	REMOVE EXISTING CONCRETE AND BOLLARDS
8	REMOVE EXISTING CONCRETE CURB AND GUTTER
9	REMOVE EXISTING ASPHALT THIS AREA
10	REMOVE EXISTING CONCRETE SLAB
11	REMOVE EXISTING CONCRETE
12	PROVIDE CURB CUT AT NEW OVERHEAD DOOR
13	REMOVE EXISTING CHAIN LINK FENCE BETWEEN NEW BUILDING CORNERS
14	REMOVE EXISTING BOLLARD



EXISTING / DEMO MEZZANINE PLAN
 NORTH SCALE: 1/8" = 1'-0"

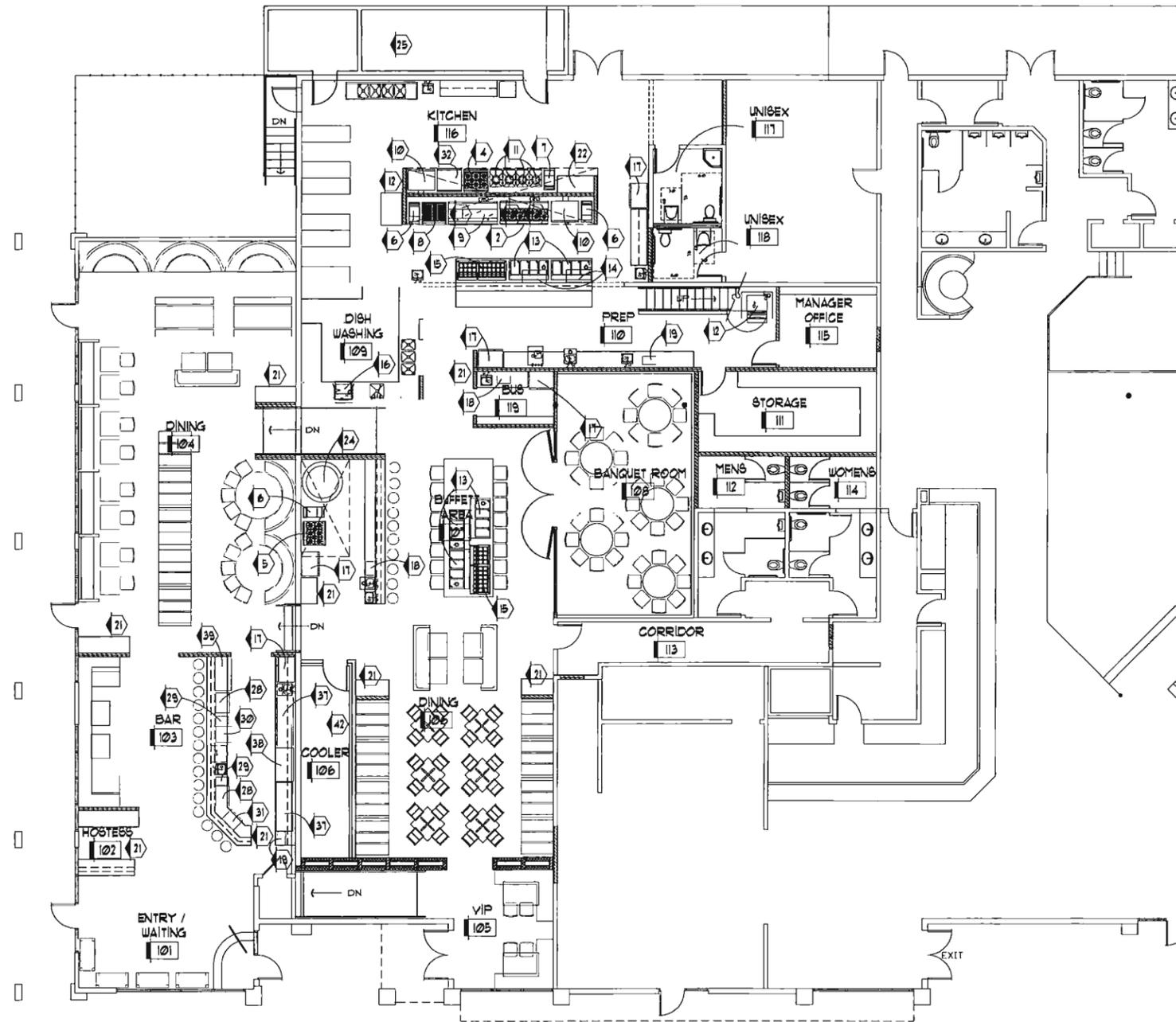
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REMODEL SANDSTONE BUILDING
 FOR
 EL GALLO GIRO
 KUNA, IDAHO

Date: March 1, 2015
 Job No. 1428

Sheet No.

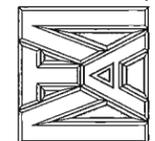


FF & E PLAN
NORTH SCALE: 1/8" = 1'-0"

FURNITURE/FIXTURE SCHEDULE

PROVIDE PRODUCT LISTED OR APPROVED EQUAL		NO WORK REQUIRED			
DESCRIPTION	FURNISHED BY OWNER	INSTALLED BY CONTRACTOR	FINAL UTILITY HOOK-UP BY CONTR	DETAILS/NOTES	
1	COUNTERTOP GRIDDLE	.	.	.	STAR PFG. MODEL NO 8171A
2	WORKTOP COOK STAND REFRIGERATOR (BELOW HOTPLATE)	.	.	.	BEVERAGE AIR MODEL NO WTRC572-1
3	COUNTERTOP HOTPLATE	.	.	.	SOUTHBEND MODEL NO HDO-365U
4	RANGE	.	.	.	CUSTOM MODEL RANGE
5	RANGE, 36", 6 OPEN BURNERS	.	.	.	VULCAN MODEL NO 365-6B
6	FRYER 40-50 lb OIL CAP.	.	.	.	PITCO FRIALATOR MODEL NO 6G14-S
7	FRYER 10-30 lb OIL CAP.	.	.	.	PITCO FRIALATOR MODEL NO 6G14-S
8	CHARBROILER	.	.	.	STAR PFG. MODEL NO B36RCBA
9	WORKTOP COOK STAND FREEZER (BELOW GRIDDLE)	.	.	.	BEVERAGE AIR MODEL NO WTRC536-1
10	CONVECTION OVEN	.	.	.	VULCAN MODEL NO VC44GD
11	STOCK POT RANGE	.	.	.	WOLF RANGE MODEL NO W5FPRI
12	ICE CUBER	.	.	.	SCOTSMAN MODEL NO C14485A-32
13	HOT FOOD SERVING COUNTER	.	.	.	VOLLRATH MODEL NO 38004
14	CHEESEMELTER	.	.	.	VULCAN MODEL NO 1048U
15	REFRIGERATED SANDWICH UNIT	.	.	.	TRUE FOOD SERVICE EQUIP. MODEL NO T55U-12-30T1-B-ST
16	DISHWASHER	.	.	.	CUSTOM MODEL DISH WASHER
17	PEPSI MACHINE	.	.	—	R.P.B.A. S.S.
18	FREE STANDING WARMING DRAWER	.	.	.	VULCAN MODEL NO W455
19	FREE STANDING WARMING DRAWER	.	.	.	VULCAN MODEL NO W455
20	REFRIGERATED BACKBAR CABINET	.	.	.	BEVERAGE AIR MODEL NO BBT1G5Y-1-B
21	COMPUTER STATION	.	.	—	
22	WORKTOP FREEZER	.	.	.	TRUE FOOD SERVICE EQUIP MODEL NO TUT-48F
23	EQUIPMENT STAND	.	.	.	ADVANCE TABCO MODEL NO AG-MT-300-X
24	ROTATING TORTILLA GRIDDLE	.	.	.	JADE RANGE MODEL NO JTRG-34
25	WALK IN	.	.	.	MASTER-BILT PRODUCTS WALK IN COOLER/FREEZER
26	CHEESEMELTER	.	.	.	VULCAN MODEL NO 1048U
27	REFRIGERATED SANDWICH UNIT	.	.	.	TRUE FOOD SERVICE EQUIP. MODEL NO T55U-12-30T1-B-ST 36"-6" L X 8"-8" W X 7'-6" H
28	ICE BIN	.	.	.	EAGLE GROUP MODEL NO B301C-1D-18-1
29	DRAN BOARD	.	.	.	EAGLE GROUP MODEL NO LB12-18
30	GLASS RACK	.	.	.	EAGLE GROUP MODEL NO LBGR24-24
31	BLENDER STATION	.	.	.	EAGLE GROUP MODEL NO BD74-18L
32	MICROWAVE OVEN	.	.	.	SHARP MODEL NO R-CD1100M1
33	MICROWAVE OVEN	.	.	.	SHARP MODEL NO R-CD1800M1
34	WORK TABLE	.	.	—	ADVANCE TABCO MODEL NO KAG-30-10
35	WORK COUNTER	.	.	—	ADVANCE TABCO MODEL NO EK-55-248M
36	HEAT LAMP	.	.	.	HATCO MODEL NO GRA-84
37	REFRIGERATED BACKBAR CABINET	.	.	.	TRUE FOOD SERVICE EQUIP MODEL NO T55U-24-12G-LD
38	GLASS AND PLATE CHILLER	.	.	.	TRUE FOOD SERVICE EQUIP MODEL NO T-50-GC
39	COCKTAIL STATION	.	.	.	KROUNE METAL MODEL NO KR18-W46R-10
40	ICE BIN	.	.	.	KROUNE METAL MODEL NO KR18-36DF-10
41	ICE BIN	.	.	.	KROUNE METAL MODEL NO KR18-48DF-10
42	BEER COOLER	.	.	.	KROUNE METAL MODEL NO KR18-48DF-10

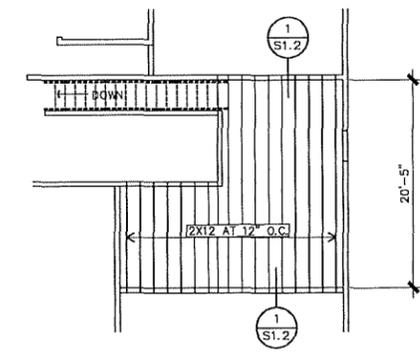
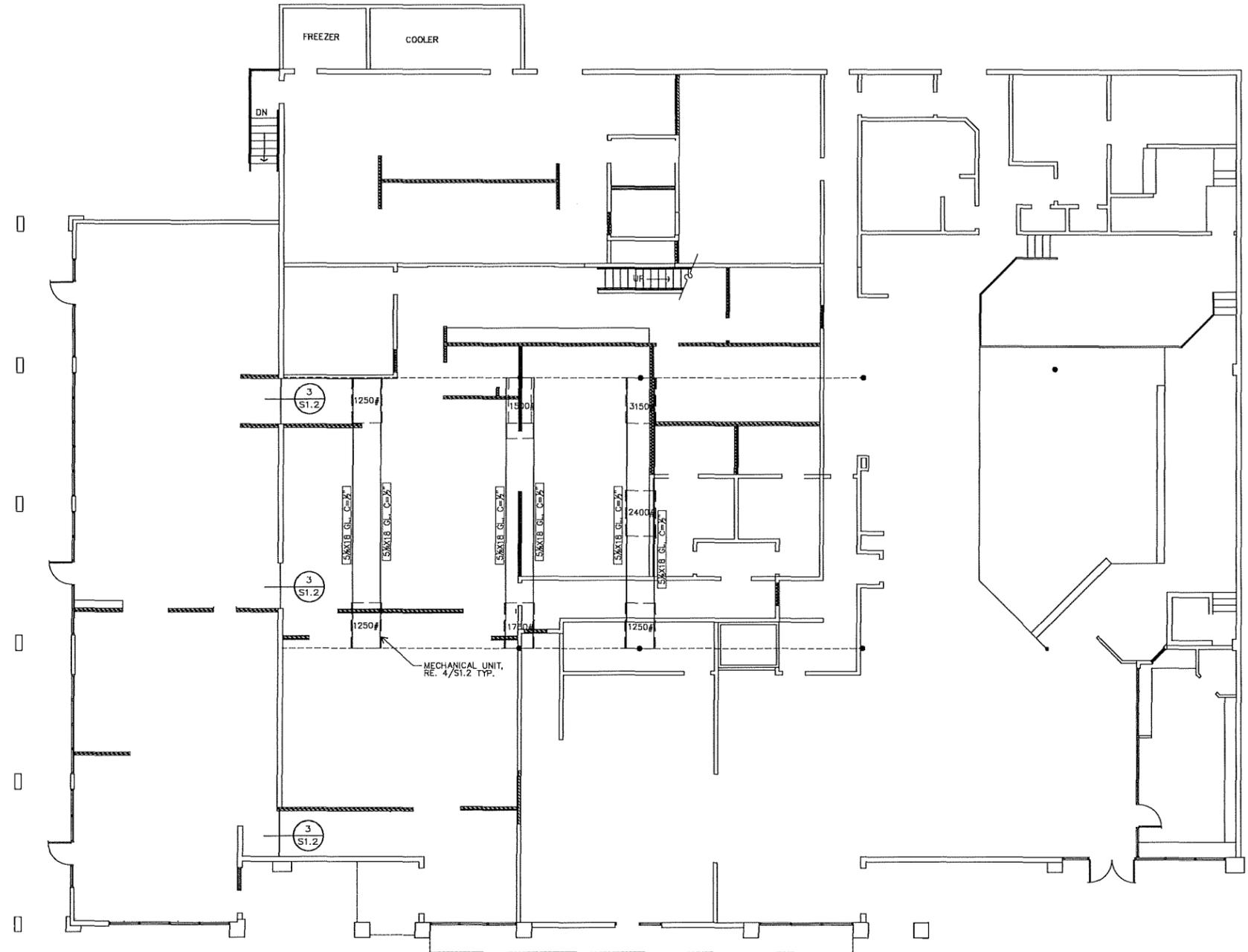
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REMODEL SANDSTONE BUILDING
FOR
ENRIQUE'S
KUNA, IDAHO

Date: SEPT. 15, 2015
Job No. 1429

Sheet No.
A = 6



MEZZANINE FRAMING PLAN
1/8" = 1'-0"

SN STRUCTURAL NOTES

1. DESIGN INFORMATION AND LOADS USED:
 - A. USED THE 2012 IBC (INTERNATIONAL BUILDING CODE)
 - B. ROOF SNOW LOAD.....25 PSF
 - C. ROOF DEAD LOAD.....15 PSF
 - D. WIND115 MPH, EXPOSURE C
 - E. SEISMICS_s=1.637, S_i=0.611, SITE CLASS '0'
2. WOOD FRAMING:
 - A. ALL FRAMING MEMBERS SHALL BE DOUGLAS FIR, NO. 2
 - B. ALL LVL MEMBERS SHALL BE 2650FB-1.9E MINIMUM.
 - C. IT IS NECESSARY THAT THE STRUCTURAL DRAWINGS BE USED IN CONJUNCTION WITH THE ARCHITECTURAL DRAWINGS TO HAVE A COMPLETE SCOPE OF THE WORK INVOLVED IN THIS PROJECT.
 - D. ALL ROOF OPENINGS GREATER THAN 12" X 12" SHALL BE FRAMED WITH 2X6 BLOCKING IN SIMPSON HANGERS
3. CONCRETE:
 - A. STRENGTH
F_c=3500 PSI (520# MIN. TYPE II CEMENT)
 - B. REBAR: ASTM A615, GRADE 60 - #4 BAR & LARGER;
ASTM A615, GRADE 40 - #3 BAR & SMALLER;
WHERE WELDING IS REQUIRED, USE A706, GRADE 60 REBAR.
 - C. MINIMUM CLEAR CONCRETE PROTECTION FOR REINFORCEMENT SHALL BE AS FOLLOWS UNLESS NOTED OTHERWISE:
 - 1. CONC. PLACED DIRECTLY AGAINST EARTH...3"
 - 2. FORMED SURFACES EXPOSED TO WEATHER OR EARTH:
 - A. #5 BARS OR SMALLER... 1 1/2 INCHES
 - 3. SLAB ON GRADE..... CENTER OF SLAB

NOTE:
CONTRACTOR TO VERIFY EXISTING CONDITIONS & MEMBER SIZES SHOWN ON THIS DRAWING MATCH THE ACTUAL MEMBER SIZES & CONDITIONS IN THE FIELD. IF THERE ARE ANY DISCREPANCIES, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ARCHITECT & ENGINEER OF RECORD OF THE DISCREPANCY.

C. MINIMUM CLEAR CONCRETE PROTECTION FOR REINFORCEMENT SHALL BE AS FOLLOWS UNLESS NOTED OTHERWISE:

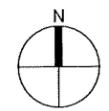
1. CONC. PLACED DIRECTLY AGAINST EARTH...3"
2. FORMED SURFACES EXPOSED TO WEATHER OR EARTH:
 - A. #5 BARS OR SMALLER... 1 1/2 INCHES
 - 3. SLAB ON GRADE..... CENTER OF SLAB
- D. MINIMUM LENGTH OF LAPPED SPLICES SHALL BE AS FOLLOWS UNLESS NOTED. STAGGER SPLICES SO THAT NO TWO ADJACENT BARS ARE SPLICED IN THE SAME LOCATION UNLESS NOTED OTHERWISE. WELDED WIRE FABRIC SHALL BE LAPPED ONE FULL MESH AT THE SIDES AND ONE FULL MESH PLUS 2" AT THE ENDS. MAKE ALL BARS CONTINUOUS AROUND CORNERS OR PROVIDE CORNER BARS OF EQUAL SIZE AND SPACING.

BAR SIZE	SPLICE LENGTH
#3	16"
#4	22"
#5	27"

E. EPOXY ADHESIVE SHALL BE SIMPSON SET XP OR HILTI HY-150.

4. SPECIAL INSPECTION: SPECIAL INSPECTIONS ARE REQUIRED FOR THE FOLLOWING:
 - A. CONCRETE AS PER CBC SECTION 1704.4 (1) WHEN F_c > 2500 PSI
 - B. EPOXY ANCHORS

PARTIAL ROOF FRAMING PLAN
1/8" = 1'-0"



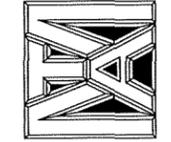
REFERENCE

REMODEL SANDSTONE BUILDING
 FOR
 EL GALLO GIRO
 KUNA, IDAHO

Date: March 1, 2018
Job No. 1428

Sheet No.
S1.1

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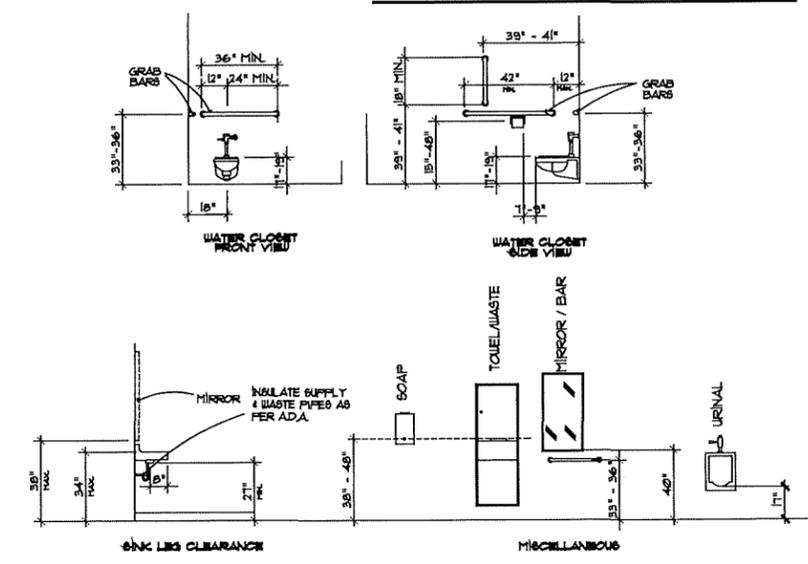
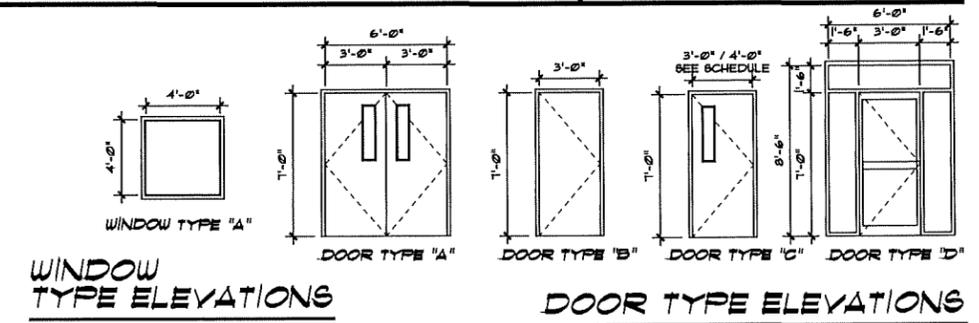
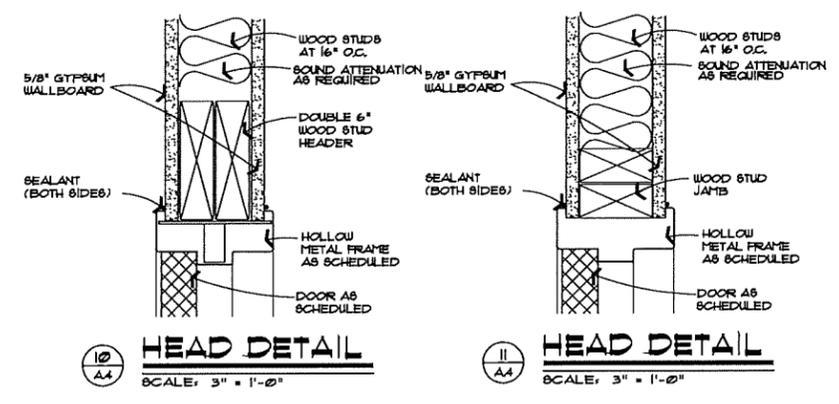
ROOM FINISH SCHEDULE		SCHEDULE KEY:																		
		• NO REQUIREMENTS, SEE ROOM FINISH SCHEDULE GENERAL NOTES AND ROOM FINISH SCHEDULE NOTES FOR EXCEPTIONS.																		
NO.	DESCRIPTION	FLOOR		BASE		WAIN		WALLS				CEILING		NOTES		NO.				
		MAT.	FIN.	MAT.	HT.	MAT.	HT.	NORTH	SOUTH	EAST	WEST	HT.	MAT.	FIN.	SEE ROOM FINISH SCHEDULE NOTES THIS SHEET					
101	ENTRY / WAITING	CONC	VCT	RUB	4"			GB	F	GB	F	GB	F	GB	F	9'-0"	AT	F		101
102	HOBTSB	CONC	VCT	RUB	4"			GB	F	GB	F	GB	F	GB	F	9'-6"	AT	F		102
103	BAR	CONC	VCT	RUB	4"			GB	F	GB	F	GB	F	GB	F	9'-6"	AT	F		103
104	DINING	CONC	VCT	RUB	4"			GB	F	GB	F	GB	F	GB	F	9'-6"	AT	F		104
105	VIP	CONC	VCT	RUB	4"			GB	F	GB	F	GB	F	GB	F	9'-0"	AT	F		105
106	DINING AREA	CONC	VCT	RUB	4"			GB	F	GB	F	GB	F	GB	F	9'-0"	AT	F		106
107	BUFFETT AREA																			107
108	BANQUET ROOM																			108
109	STORAGE																			109
110	PREP																			110
111	STORAGE	CONC	VCT	RUB	4"													L 2		111
112	MENS																			112
113	WOMENS																			113
114	MANAGER OFFICE	CONC	VCT	RUB	4"													L 2		114
115	KITCHEN																			115
116	UNIBEX	CONC		RUB	4"			GB	F	GB	F	GB	F	GB	F	VANES	OTC			116
117	UNIBEX	CONC	VCT	RUB	4"			GB	F	GB	F	GB	F	GB	F	9' / 11'	GB	F		117
201	ANA OFFICE	CONC	VCT	RUB	4"			GB	F	GB	F	GB	F	GB	F	9'-0"	AT	F		201

ROOM FINISH SCHEDULE GENERAL NOTES	ROOM FINISH SCHEDULE NOTES	ROOM FINISH SCHEDULE ABBREVIATIONS
	1. PATCH FLOOR COVERING WHERE WALL WAS DEMOLISHED. 2. REPLACE RUBBER BASE ENTIRE WALL WHERE WALL WAS DEMOLISHED. 3. EPOXY PAINT IN DRYING AREAS	CMU CONCRETE MASONRY UNIT CONC CONCRETE FF FACTORY FINISH HB HARDENER AND SEALER MAT MATERIAL OTB OPEN TO STRUCTURE P PAINT GB GYPSUM BOARD VAC VACUUM CLEAN CPT CARPET AT ACOUSTIC TILE RUB RUBBER EP EPOXY PAINT WAX WAX CONCRETE CT CERAMIC TILE FLY FLYWOOD

WINDOW SCHEDULE										
SCHEDULE KEY: • NO REQUIREMENTS										
WINDOW TYPE	WINDOW SIZE	WINDOW FRAME MAT./SIZE	FRAME COLOR	FRAME DETAILS			GLASS TYPE	LABEL	REMARKS	WINDOW TYPE
				HEAD	JAMB	MULL				
A	3'-0" X 4'-0"	H1 3" X 3/4"	MATCH EXIST.	(A)	(A)	(A)	1" INSUL		WINDOWS IN EXISTING BUILDING REQUIRE WINDOW SUBFRAME SEE DETAIL THIS SHEET.	A

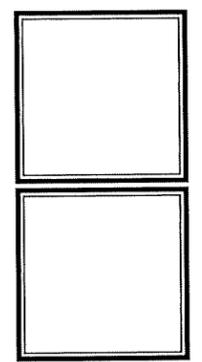
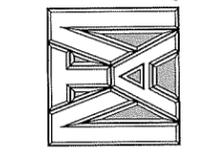
DOOR SCHEDULE-																			
SCHEDULE KEY: • NO REQUIREMENTS																			
DOOR NO.	OPENING (NORMAL DOOR HEIGHT + NORMAL DOOR WIDTH)	TYPE	THICKNESS	CONSTRUCTION	FACING / FINISH	GLASS	RATINGS (LABEL)	LOUVER	HEAD DETAIL	JAMB DETAIL	THRESHOLD DETAIL	CONSTRUCTION	SIZE	FACING / FINISH	RATINGS (LABEL)	HARDWARE GROUP	SIGNAGE	REMARKS	DOOR NO.
2	3'-0" X 6'-0"	D	1-3/4"	H1	P	1" INSUL			(A)	(A)	(A)	H1	7'-4"	F		4		DOOR SUBFRAME REQUIRED	2
3	3'-0" X 6'-0"	C	1-3/4"	H1	P	1/4" T.C.			(A)	(A)	(A)	H1	7'-4"	F		4			3
4	3'-0" X 7'-0"	E			F				(A)	(A)	(A)			F		1			4
5	3'-0" X 7'-0"	C	1-3/4"	H1	P	1/4" T.C.			(A)	(A)	(A)	H1	7'-4"	F		4			5
6	3'-0" X 7'-0"	E			F				(A)	(A)	(A)			F		1			6
7	3'-0" X 7'-0"	C	1-3/4"	H1	P	1/4" T.C.			(A)	(A)	(A)	H1	7'-4"	F		4			7

DOOR SCHEDULE GENERAL NOTES	ABBREVIATIONS
1. ALL HARDWARE TO MEET ADA REQUIREMENTS. 2. PROVIDE WALL MOUNTED BUFFERS AT ALL LOCATIONS WHERE DOOR LEVERS MAY STRIKE WALLS. BACKING REQUIRED. 3. SEE STRUCTURAL FOR HEADER INFORMATION. 4. FIELD VERIFY FRAME WIDTHS PRIOR TO ORDERING. 5. ALL NEW DOORS IN EXISTING METAL BUILDING REQUIRE INSTALLATION OF DOOR SUBFRAME DETAIL SHEET A4	(NOT ALL ABBREVIATIONS USED) AL ALUMINUM FF FACTORY FINISH H1 HOLLOW METAL MAT MATERIAL P PAINT B STEEL TC TEMPERED PLATE - CLEAR



ICC / ANS INT. DETAILS

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REMODEL SANDSTONE BUILDING
 FOR
 EL GALLO GIRO
 KUNA, IDAHO

Date: March 1, 2015
 Job No. 1436

Sheet No.
 A = 3

KUNA CITY ORDINANCE NO. 2018-37

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO AMENDING TITLE 7, CHAPTER 3 SECTION 6 TITLED EXCLUSIVE RESERVATIONS TO ALLOW FOR EXCLUSIVE RESERVATION OF CERTAIN AMENITIES, AND AMENDING TITLE 7, CHAPTER 3 SECTION 7 TITLED APPLICATION FOR RESERVATION ADDING A RESERVATION TIMEFRAME, AND AMENDING TITLE 7, CHAPTER 3 SECTION 8 TITLED VACATION OF PARKS UPON REQUEST OF CITY TO INCLUDE ADDITIONAL AMENITIES, AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Kuna, Ada County, Idaho, as follows:

Section 1.

Title 7, Chapter 3, Section 6, titled Exclusive Reservations, of the Kuna City Code, is hereby amended as follows:

7-3-6: - EXCLUSIVE RESERVATIONS:

Kuna city parks and greenbelt are public use areas; any exclusive reservation will be only for the park amenity(ies)~~park band shell and/or gazebo~~ and their immediate surrounding area and that other citizenry have the right to the access and use of other park/greenbelt areas. Areas for reservation exclude playgrounds and splashpads.

Section 2.

Title 7, Chapter 3, Section 7, titled Application for Reservation, of the Kuna City Code, is hereby amended as follows:

7-3-7: - APPLICATION FOR RESERVATION:

Persons, associations, corporations, and other entities desiring to ~~use reserve the~~ Kuna city park amenity(ies) for exclusive use and/or band shell or gazebo shall apply ~~at with the Kuna City Parks & Recreation Department or City Clerk's office seven (7) days prior to city hall and reserve a time~~requested date for such use, ~~or they will be assessed a ten (10) percent late fee., if their requested use time is available.~~ Reservation of ~~the an~~ entire park may be made for public events.

Section 3.

Title 7, Chapter 3, Section 8, titled Vacation of Parks Upon Request of City, of the Kuna City Code, is hereby amended as follows:

7-3-8: - VACATION OF PARKS UPON REQUEST OF CITY:

If persons, associations, corporations, and other entities using ~~the band shell or gazebo~~reservable Kuna city park amenity(ies) have not reserved the time, have not paid the appropriate fee, and/or are using ~~the Kuna city park amenity(ies) band shell or gazebo~~ at a time that has been reserved for another person, association, corporation, or other entity, they shall be requested to vacate by an appropriate representative of the city.

This ordinance shall be in full force and effect upon its passage, approval and publication, according to law.

APPROVED this ____ day of _____, 2018.

CITY OF KUNA

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

KUNA CITY ORDINANCE NO. 2018-37

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO AMENDING TITLE 7, CHAPTER 3 SECTION 6 TITLED EXCLUSIVE RESERVATIONS TO ALLOW FOR EXCLUSIVE RESERVATION OF CERTAIN AMENITIES, AND AMENDING TITLE 7, CHAPTER 3 SECTION 7 TITLED APPLICATION FOR RESERVATION ADDING A RESERVATION TIMEFRAME, AND AMENDING TITLE 7, CHAPTER 3 SECTION 8 TITLED VACATION OF PARKS UPON REQUEST OF CITY TO INCLUDE ADDITIONAL AMENITIES, AND PROVIDING AN EFFECTIVE DATE.

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7-3-7: - APPLICATION FOR RESERVATION:

Persons, associations, corporations, and other entities desiring to reserve Kuna city park amenity(ies) for exclusive use shall apply with the Kuna City Parks & Recreation Department or City Clerk's office seven (7) days prior to requested date for such use, or they will be assessed a ten (10) percent late fee. Reservation of an entire park may be made for public events.

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Title 7, Chapter 3, Section 8, titled Vacation of Parks Upon Request of City, of the Kuna City Code, is hereby amended as follows:

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If persons, associations, corporations, and other entities using reservable Kuna city park amenity(ies) have not reserved the time, have not paid the appropriate fee, and/or are using Kuna city park amenity(ies) at a time that has been reserved for another person, association, corporation, or other entity, they shall be requested to vacate by an appropriate representative of the city.

This ordinance shall be in full force and effect upon its passage, approval and publication, according to law.

APPROVED this ____ day of _____, 2018.

CITY OF KUNA

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk