

**OFFICIALS**

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

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

City Council Meeting
AGENDA
Tuesday, February 21, 2023

6:00 P.M. REGULAR CITY COUNCIL

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

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

1. Call to Order and Roll Call

2. Invocation

3. Pledge of Allegiance: Mayor Stear

4. Consent Agenda: ACTION ITEMS

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

A. Regular City Council Meeting Minutes Dated February 7, 2023

B. Accounts Payable Dated February 16, 2023, in the amount of \$1,252,738.61

C. Findings of Fact Conclusion of Law

1. Newberry Place Subdivision – Case No. 22-07-S (Pre-Plat)
2. Case No. 22-08-AN (Annexation) 5625 W Barker Road

D. Resolutions

1. Resolution R22-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA, ADA AND CANYON COUNTY, STATE OF IDAHO, SETTING FORTH CERTAIN FINDINGS; AUTHORIZING THE MAYOR AS THE AUTHORIZED AGENT OF THE CITY TO ENTER INTO THE “KUNA PARK IMPACT FEE CREDIT AGREEMENT” BY AND BETWEEN THIS CITY AND AMH DEVELOPMENT, LLC; AND AUTHORIZING THE TREASURER TO MAKE ARRANGEMENTS FOR CLOSING AND PAYMENT OF REIMBURSEMENT

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

AMOUNT; AND PROVIDING AN EFFECTIVE DATE; AND DIRECTING THE CITY CLERK.

5. External Reports:

- A. Auditor presentation of financial statements.

6. Public Hearings:

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

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

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

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

7. Business Items:

- A. Consideration to hold a sealed bid city owned asset auction for 8 sheds with electrical hook ups, windowed double doors for a minimum suggested bid of \$6,500 because they are no longer used. Chris Engels, City Clerk **ACTION ITEM**

- B. Kuna Police Station, Chris Engels, City Clerk **ACTION ITEM**

- B.1.** Consideration and Ratification of Kuna Police Station Contingency funds. Chris Engels, City Clerk **ACTION ITEM**

- B.2.** Consideration to approve the Prusik Construction Contract **ACTION ITEM**

- C. Consideration to approve Resolution R21-2023. Greg McPherson, Council President **ACTION ITEM**

A RESOLUTION OF THE CITY OF KUNA, IDAHO NAMING THE CITY OF KUNA, IDAHO POLICE STATION “JOE L. STEAR SAFETY BUILDING” IN HONOR OF HIS YEARS OF PUBLIC SERVICE TO THE CITY OF KUNA, IDAHO, AND HIS COMMITMENT TO THE SAFETY IN THE COMMUNITY.

- D. Consideration to approve \$500,000 from Park Impact Fee contingency to start Helen Zamzow Park. Bobby Withrow, Parks/Facilities Director **ACTION ITEM**

- E. Consideration to approve the Kuna-Meridian Road/State Highway 69 Railroad PEL Study Contract Amendment and \$62,046 for additional fees. Doug Hanson, Planning and Zoning Director **ACTION ITEM**

8. Ordinances:

A. Consideration to approve Ordinance 2023-08 ACTION ITEM

A MUNICIPAL REZONE ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

- MAKING CERTAIN FINDINGS; AND
- REZONING CERTAIN REAL PROPERTY, TO WIT: SABINO’S ROCKY RIDGE, OWNED BY LIONWOOD PROPERTIES, LLC SITUATED WITHIN THE CORPORATE CITY LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO; AND
- AMENDING THE ZONING MAP; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings
Consideration to approve Ordinance

B. Consideration to approve Ordinance 2023-09 ACTION ITEM

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

- MAKING CERTAIN FINDINGS AND DECLARATIONS OF AUTHORITY; AND ANNEXING CERTAIN REAL PROPERTIES, TO WIT: LIONWOOD PROPERTIES, LLC WITHIN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO; AND
- ESTABLISHING THE ZONING CLASSIFICATIONS OF SAID REAL PROPERTIES; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings
Consideration to approve Ordinance

C. Consideration to approve Ordinance 2023-05 ACTION ITEM

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO,

- MAKING CERTAIN FINDINGS;
- GRANTING TO INTERMOUNTAIN GAS COMPANY A THIRTY (30) YEAR EXTENSION TO ITS FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE A GAS TRANSMISSION AND DISTRIBUTION SYSTEM;
- PROVIDING FOR THE USE OF STREETS AND ALLEYS, AND RULES GOVERNING THE SAME, SUBJECTING THE GRANTEE TO ALL POWERS OF THE CITY;
- SETTING FORTH THE RULES OF THE FRANCHISE AND GRANT;

- PROVIDING FOR THE RIGHT OF INSPECTION BY THE CITY OF GRANTEE'S RECORDS NECESSARY TO VERIFY THE ACCURACY OF FRANCHISE FEE PAYMENTS;
- REQUIRING GRANTEE TO FURNISH CERTAIN MAPS;
- SETTING FORTH A THREE PERCENT (3%) FRANCHISE FEE AND QUARTERLY PAYMENTS TO THE CITY, AND THE FILING OF QUARTERLY REPORTS WITH THE CITY;
- REQUIRING GRANTEE TO INDEMNIFY CITY, AND FILE EVIDENCE OF INSURANCE;
- REQUIRING COMPLIANCE WITH SAFETY REGULATIONS;
- SETTING FORTH AN AGREEMENT NOT TO COMPETE, RESERVING POWER OF EMINENT DOMAIN;
- PROVIDING FOR SURRENDER OF FRANCHISE AND GRANTING RIGHT TO SALVAGE;
- REQUIRING WRITTEN ACCEPTANCE AND CONSENT;
- PROVIDING FOR CONSENT TO SALE, ASSIGNMENT OR LEASE;
- PROVIDING FOR PAYMENT OF PUBLICATION COSTS;
- SETTING FORTH PENALTIES AND FORFEITURES, SEPARABILITY AND REPEAL;
- DIRECTING THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

*Consideration to waive three readings
Consideration to approve Ordinance*

D. Consideration to approve Ordinance 2023-10 ACTION ITEM

- AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO,
- AMENDING SECTION 3, CHAPTER 8 OF THE KUNA CITY CODE TO INCLUDE BENEVOLENT, CHARITABLE, AND PUBLIC PURPOSE EVENTS PERMIT FOR SPECIAL EVENT PERMITS APPLICABLE TO ALL SPECIAL EVENT PERMIT REQUESTS;
 - DIRECTING THE CITY CLERK; AND
 - PROVIDING AN EFFECTIVE DATE.

*Consideration to waive three readings
Consideration to approve Ordinance
Consideration to approve Summary Publication*

9. Executive Session:

9. Mayor/Council Announcements:

10. Adjournment:

**OFFICIALS**

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

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

City Council Meeting
MINUTES
Tuesday, February 7, 2023

6:00 P.M. REGULAR CITY COUNCIL

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

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

1. Call to Order and Roll Call

(Timestamp 00:00:45)

COUNCIL MEMBERS PRESENT:

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

CITY STAFF PRESENT:

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

2. Invocation

3. Pledge of Allegiance: Mayor Stear

(Timestamp 00:01:00)

4. Consent Agenda: ACTION ITEMS

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

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(Timestamp 00:01:25)

A. Regular City Council Meeting Minutes Dated January 17, 2023

B. Accounts Payable Dated February 1, 2023, in the amount of \$834,977.55

C. Ada County Highway District

1. FY23 24-28 Ada County Highway District Integrated Five Year Work Plan (IFYWP) Project Priority List

D. Final Plat

1. Case No. 23-01-FP Falcon Crest Subdivision No. 5

<http://kunacity.id.gov/DocumentCenter/View/8402/23-01-FP-Falcon-Crest-No-5-Packet-PDF>

E. Findings of Fact Conclusion of Law

1. Kuna Apartments Subdivision – Case Nos. 22-01-CPM, 22-02-ZC, and 22-02-S
2. Case No. 22-04-CPF (Combo Plat) for Single Lot Subdivision

F. Resolutions

1. Resolution R09-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID RISING SUN, LLC, FOR RISING SUN ESTATES SUBDIVISION NO. 1 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

2. Resolution R10-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID RISING SUN, LLC, FOR RISING SUN ESTATES SUBDIVISION NO. 2 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

3. Resolution R11-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID RISING SUN, LLC, FOR RISING SUN ESTATES SUBDIVISION NO. 2 FOR UNCOMPLETED WORK INCLUDING STREET LIGHTS PURSUANT TO THE TERMS OF THIS RESOLUTION.

4. Resolution R12-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID VALOR GOLF VILLAS, LLC, FOR ROBINHOOD SUBDIVISION NO. 1 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

5. Resolution R13-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID VALOR GOLF VILLAS, LLC, FOR ROBINHOOD SUBDIVISION NO. 2 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

6. Resolution R14-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID FALCON CREST, LLC, FOR FALCON CREST SUBDIVISION NO. 3 FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

7. Resolution R15-2023

RESOLUTION AWARDING THE CONTRACT FOR THE KUNA WELL 6 RESERVOIR AND BOOSTER STATION TO IRMINGER CONSTRUCTION INC. IN THE AMOUNT OF \$1,365,073.00 FOR THE CONSTRUCTION AND RENOVATIONS OF THE KUNA WELL 6 RESERVOIR AND BOOSTER STATION; DIRECTING EXPENDITURE OF FUNDS FROM THE WATER FUND FOR SAID PROJECT; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID CONTRACTOR.

8. Resolution R16-2023

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA;

- Proving certain findings; and
- Authorizing the Mayor to execute an *Interagency Agreement Related to the Collection of Fire District Plan Review and Structure Inspection Fees* with the Kuna Rural Fire District; and
- Direction the City Clerk; and
- Establishing an Effective date.

9. Resolution R17-2023

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE “*PARK USE AGREEMENT*” WITH THE KUNA POLICE ACTIVITIES LEAGUE (KPAL) AT ARBOR RIDGE PARK AND PURSUANT TO THE TERMS OF THE AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

10. Resolution R18-2023

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPOINTING CERTAIN CITY OF KUNA, IDAHO OFFICIALS AS PERSONS AUTHORIZED TO SIGN FOR BANKING SERVICES ON BEHALF OF THE CITY OF KUNA, IDAHO AND PROVIDING THAT THE SIGNATURES ARE VALID FOR THE 2023 YEAR OR UNTIL REVOKED BY ACTION OF THE MAYOR, AS PROVIDED FOR IN RESOLUTION NO. R18-2023.

11. Resolution R19-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE “*PROFESSIONAL SERVICES AGREEMENT*” WITH KELLER ASSOCIATES, INC. FOR THE SWAN FALLS RRFB PROJECT FOR THE CITY OF KUNA; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

12. Resolution R20-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE ADDITION OF TASK 6 – GEOTECHNICAL INVESTIGATION TO THE ORIGINAL “*PROFESSIONAL SERVICES AGREEMENT*” WITH KELLER ASSOCIATES, INC. FOR THE ORCHARD AND AVALON PEDESTRIAN IMPROVEMENTS FOR THE CITY OF KUNA; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

Motion To: Approve the Consent Agenda

Motion By: Council President McPherson

Motion Seconded: Council Member Laraway

Further Discussion: None

Approved by the Following Roll Call Vote:

Voting Aye: Council Members, Laraway, Biggs, McPherson

Voting No: None

Absent: None

Motion Passed: 4-0-0

5. External Reports:

6. Public Hearings:

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

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

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

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

(Timestamp 00:02:08)

A. Consideration to approve Case No. 22-07-S (Preliminary Plat) Newberry Place Subdivision – Skyline Homes & Development, LLC, requests Preliminary Plat approval in order to subdivide approximately 18.64 acres into 123 total lots (98 residential & 25 common). The site is located at 7015 N Ten Mile Road, Meridian, ID (APN: S1303141900); Section2, T2N, R1W. – Troy Behunin, Senior Planner ACTION ITEM

<http://kunacity.id.gov/DocumentCenter/View/8401/Newberry-Sub-CC-PACKET-2723-PDF>

Senior Planner Troy Behunin presented the staff report and stood for questions.

Ben Semple (SP) representing developer and builder, reviewed the application.

Council Member Laraway asked about the neighborhood meeting and comments that were made.

Ben, reviewed heights, windows and design review process.

Scott Barron resident of Memory Ranch Subdivision, expressed his concerns for the project and testified neutral.

Clark Monson resident of Kuna testified in opposition to the project and expressed concerns.

Hugo Castillo resident of Kuna testified in opposition and expressed his concerns for the project.

Danielle Horras, Kuna School District testified in favor of the project.

Rebuttal

Ben Semple (SP) responded to the concerns.

Open Public Hearing

Receive evidence

Consideration to close evidence presentation and proceed to deliberation

Motion To: Close Evidence presentation and proceed to deliberation

Motion By: Council President McPherson

Motion Seconded: Council Member Biggs
Voting Aye: McPherson, Biggs, Bruce, Laraway
Voting No: None
Absent: None
Motion Passed: 4-0-0

Motion To: Approve Case No. 22-07-S (Preliminary Plat)
Motion By: Council President McPherson
Motion Seconded: Council Member Biggs
Voting Aye: McPherson, Biggs, Laraway
Voting No: Bruce
Absent: None
Motion Passed: 3-1-0

B. Case No. 22-08-AN (Annexation) 5625 W Barker Road. Applicant requests annexation of approximately 65.5 acres, 5625 W Barker Road (APN: S2008223010) with an M-1 (Light Industrial/Manufacturing) zone; Section 8, Township 1 North, Range 2 East. Jessica Reid, Associate Planner **ACTION ITEM**
(Timestamp 00:47:44)

<http://kunacity.id.gov/DocumentCenter/View/8400/22-08-AN-5625-W-Barker-Packet-PDF>

Associate Planner Jessica Reid reviewed the application and stood for questions.

Council Member Biggs asked if this is in the Urban Renewal District

Economic Development Director Morgan Treasurer responded to Council Member Biggs.

Billy Edwards representing the applicant. Mr. Edwards reviewed the annexation application and stood for questions.

Elver Miller, resident of Kuna testified in opposition to the project.

Adrian Barker asked to deny annexation and expressed concerns with the well.

Jennifer Barker testified against the annexation application.

Brian Frost with Star acres property, testified in favor of the application.

Rebuttal

Billy Edwards reviewed water concerns.

Council Member Bruce asked about house bill 46 changing anything that will be built out there.

Morgan Treasure responded to Council Member Bruce.

Council President McPherson asked how far away the treatment plant and available water will be from the property.

Morgan Treasure responded to Council President McPherson.

Open Public Hearing

Receive evidence

Consideration to close evidence presentation and proceed to deliberation

Motion To: Close Evidence presentation and proceed to deliberation

Motion By: Council President McPherson

Motion Seconded: Council Member Bruce

Voting Aye: McPherson, Biggs, Bruce, Laraway

Voting No: None

Absent: None

Motion Passed: 4-0-0

Motion To: Deny Case No. 22-08-AN (Annexation)

Motion By: Council President Bruce

Motion Seconded: Council Member Biggs

Voting Aye: Bruce, Biggs

Voting No: McPherson, Laraway, Mayor Stear

Absent: None

Motion Failed: 2-3-0

Motion To: Approve Case No. 22-08-AN (Annexation)

Motion By: Council President McPherson

Motion Seconded: Council Member Laraway

Voting Aye: McPherson, Laraway

Voting No: Bruce, Biggs

Absent: None

Motion Passed: 3-2-0 Mayor Stear

7. Business Items:

(Timestamp 02:01:21)

A. Request to reallocate funds from Fiber and Conduit allocated to connect Kuna East to the New York Water and Sewer assets. Mike Borzick, GIS Manager **ACTION ITEM**
 Removed by Public Works Director/City Engineer Paul Stevens

B. Request for Contingency funds to purchase a vehicle for Fleet/Parks. Bobby Withrow, Parks/Facilities Director **ACTION ITEM**

Motion To: Approve Contingency request of \$70,714 to purchase a vehicle for Fleet/Parks.

Motion By: Council President McPherson

Motion Seconded: Council Member Biggs

Voting Aye: Bruce, Biggs, Laraway, McPherson

Voting No: None

Absent: None

Motion Passed: 4-0-0

Bobby Withrow, Parks and Facilities Director, reviewed the request and stood for questions.

C. Case No. 22-04-LLA (Lot Line Adjustment) for 1159 & 1221 N Jacksonmill Avenue – Jessica Reid, Associate Planner **ACTION ITEM**
(Timestamp 02:08:17)

Applicant requests to adjust the lot line between 1159 & 1221 N Jacksonmill Avenue (APNs: R0539771320, R05397713300) in order to center each building on their individual lots; Section 19, Township 2 North, Range 1 East.

Jessica Reid, Associate Planner, reviewed the application and stood for questions.

Motion To: Approve Case No. 22-04-LLA (Lot Line Adjustment)

Motion By: Council President McPherson

Motion Seconded: Council Member Bruce

Voting Aye: Bruce, Biggs, Laraway, McPherson

Voting No: None

Absent: None

Motion Passed: 4-0-0

D. Case No. 22-06-LS (Lot Split) for 7910 S Meridian Road – Jessica Reid, Associate Planner **ACTION ITEM**
(Timestamp 02:10:29)

Applicant requests to split 7910 S Meridian Road (APN: S1406336171) into two (2) parcels in order to provide the Northwest Lineman College with safer vehicular access to their campus; Section 6, Township 2 North, Range 1 East.

Jessica Reid, Associate Planner, reviewed the application and stood for questions.

Motion To: Approve Case No. 22-06-LS (Lot Split) for 7910 S Meridian Road

Motion By: Council President McPherson

Motion Seconded: Council Member Laraway

Voting Aye: Bruce, Biggs, Laraway, McPherson

Voting No: None

Absent: None

Motion Passed: 4-0-0

E. City of Kuna Kindness Proclamation 2023. Mayor Stear.
(Timestamp 02:13:17)

F. Case No. 22-01-OA (Ordinance Amendment) 2023-04 Stopping Standing or Parking. Doug Hanson, Planning & Zoning Director ACTION ITEM
(Timestamp 02:16:20)

A MUNICIPAL ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

- AMENDING SECTION 5, CHAPTER 2, TITLE 11 OF KUNA CITY CODE DEFINITIONS ADDING ACRONYM “GVWR”; AND MAKING TECHNICAL CHANGES TO THE “HIGHWAY” DEFINITION; AND
- REPEALING SECTION 9, CHAPTER 2, TITLE 11 OF KUNA CITY CODE; AND
- AMENDING TITLE 11 BY THE ADDITION OF A NEW SECTION 9, CHAPTER 2; AND
- PROVIDING A SEVERABILITY CLAUSE; AND
- DIRECTING THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Doug Hanson, Planning and Zoning Director reviewed the Ordinance and stood for questions.

Consideration to waive three readings
Consideration to approve Ordinance

Motion To: Waive three readings of Ordinance 2023-04

Motion By: Council President McPherson

Motion Seconded: Council Member Bruce

Further Discussion: None

Recused: None

Absent: None

Motion Passed: 4-0-0

Motion To: Approve Ordinance 2023-04

Motion By: Council President McPherson

Motion Seconded: Council Member Laraway

Approved by the Following Roll Call Vote:

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

Voting No: None

Absent: None

Motion Passed: 4-0-0

Motion To: Approve Summary Ordinance 2023-04

Motion By: Council President McPherson

Motion Seconded: Council Member Biggs

Further Discussion: None

Recused: None
Absent: None
Motion Passed: 4-0-0

G. Update on the current status of the Kuna-Meridian Road/State Highway 69 Railroad Overpass PEL Study. Doug Hanson, Planning and Zoning Director. **DISCUSSION ITEM**
(Timestamp 02:20:37)

Doug Hanson, Planning and Zoning Director reviewed the Overpass PEL Study and stood for questions.

8. Ordinances:

(Timestamp 02:23:36)

A. Consideration to approve Ordinance 2023-06 **ACTION ITEM**

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

- MAKING CERTAIN FINDINGS; AND
- REZONING CERTAIN REAL PROPERTIES, TO WIT: ADA COUNTY PARCELS AS SHOWN IN EXHBIT A, OWNED BY M3 ID VALOR GOLF VILLAS, LLC, TH HOLDINGS 2022, LLC CLAYTON PROPERTIES GROUP INC. AND AMERICAN LEBANESE SYRIAN ASSOCIATED CHARITIES INC.; AND
- AMENDING THE ZONING MAP; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings

Consideration to approve Ordinance

Motion To: Waive three readings of Ordinance 2023-06

Motion By: Council President McPherson

Motion Seconded: Council Member Bruce

Further Discussion: None

Recused: None

Absent: None

Motion Passed: 4-0-0

Motion To: Approve Ordinance 2023-06

Motion By: Council President McPherson

Motion Seconded: Council Member Laraway

Approved by the Following Roll Call Vote:

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

Voting No: None

Absent: None

Motion Passed: 4-0-0

B. Consideration to approve Ordinance 2023-07 ACTION ITEM
(Timestamp 02:26:20)

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

- MAKING CERTAIN FINDINGS; AND
- REZONING CERTAIN REAL PROPERTIES, TO WIT: ADA COUNTY PARCELS AS SHOWN IN EXHBIT A, OWNED BY KUNA YOUTH RECREATION ASSOC. INC.; AND
- AMENDING THE ZONING MAP; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings
Consideration to approve Ordinance

Motion To: Waive three readings of Ordinance 2023-07

Motion By: Council President McPherson

Motion Seconded: Council Member Bruce

Further Discussion: None

Recused: None

Absent: None

Motion Passed: 4-0-0

Motion To: Approve Ordinance 2023-07

Motion By: Council President McPherson

Motion Seconded: Council Member Laraway

Approved by the Following Roll Call Vote:

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

Voting No: None

Absent: None

Motion Passed: 4-0-0

9. Executive Session:

9. Mayor/Council Announcements:

10. Adjournment: 8:30

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

*Minutes prepared by Nathan Stanley, Deputy City Clerk
Date Approved: CCM 02.21.2023*

Report Criteria:

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

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
ADA COUNTY HIGHWAY DISTRICT (IMPACT)												
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	01312023ACH		<u>ACHD IMPACT FEE, JAN. '23</u>	01/31/2023	104,270.00	104,270.00	<u>30-2081 ACHD IMPACT FEE</u>	0	2/23	02/03/2023	
Total 01312023ACHDI:						104,270.00	104,270.00					
Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):						104,270.00	104,270.00					
ADA COUNTY HIGHWAY DISTRICT (RENT)												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	17484		<u>SHOP RENT FOR MARCH 2023- PARKS</u>	02/08/2023	148.50	.00	<u>01-6211 RENT- BUILDINGS & LAND</u>	1004	2/23		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	17484		<u>SHOP RENT FOR MARCH 2023- WATER</u>	02/08/2023	126.00	.00	<u>20-6211 RENT- BUILDINGS & LAND</u>	0	2/23		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	17484		<u>SHOP RENT FOR MARCH 2023- SEWER</u>	02/08/2023	121.50	.00	<u>21-6211 RENT - BUILDINGS & LAND</u>	0	2/23		
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	17484		<u>SHOP RENT FOR MARCH 2023- PI</u>	02/08/2023	54.00	.00	<u>25-6211 RENT - BUILDINGS & LAND</u>	0	2/23		
Total 17484:						450.00	.00					
Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	.00					
ADA COUNTY SHERIFF'S OFFICE												
6	ADA COUNTY SHERIFF'S OFFICE	110950		<u>SHERIFF-POLICE SERVICES FOR FEB. '23</u>	02/02/2023	283,562.00	.00	<u>01-6000 LAW ENFORCEMENT SERVICES</u>	0	2/23		
Total 110950:						283,562.00	.00					
Total ADA COUNTY SHERIFF'S OFFICE:						283,562.00	.00					

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ADVANCED COMMUNICATIONS, INC.												
1566	ADVANCED COMMUNICATIONS, INC.	IN-8001081254		<u>INTERNET SERVICES FOR PARKS OFFICE, 02/01-02/28/2023</u>	02/02/2023	189.46	189.46	<u>01-6290 UTILITIES</u>	1004	2/23	02/03/2023	
Total IN-800108125441:						189.46	189.46					
Total ADVANCED COMMUNICATIONS, INC.:						189.46	189.46					
ALPINE OFFICE PRODUCTS												
2118	ALPINE OFFICE PRODUCTS	WO-13646-2	15071	<u>BLUE CARDSTOCK FOR BUILDING DEPARTMENT, CMERRITT, JAN. 23</u>	01/27/2023	90.16	.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	2/23		
2118	ALPINE OFFICE PRODUCTS	WO-13646-2	15071	<u>KLEENEX FOR CITY HALL, CMERRITT, JAN. 23- ADMIN</u>	01/27/2023	6.46	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	2/23		
2118	ALPINE OFFICE PRODUCTS	WO-13646-2	15071	<u>KLEENEX FOR CITY HALL C MERRITT, JAN. 23- WATER</u>	01/27/2023	4.42	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	2/23		
2118	ALPINE OFFICE PRODUCTS	WO-13646-2	15071	<u>KLEENEX FOR CITY HALL C MERRITT, JAN. 23- SEWER</u>	01/27/2023	4.42	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	2/23		
2118	ALPINE OFFICE PRODUCTS	WO-13646-2	15071	<u>KLEENEX FOR CITY HALL C MERRITT, JAN. 23- P.I</u>	01/27/2023	1.69	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	2/23		
Total WO-13646-2:						107.15	.00					
2118	ALPINE OFFICE PRODUCTS	WO-13729-1	15117	<u>2 CASES PAPER-CITY HALL, C. MERRITT, JAN. '23- ADMIN</u>	02/02/2023	50.22	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	2/23		
2118	ALPINE OFFICE PRODUCTS	WO-13729-1	15117	<u>2 CASES PAPER-CITY HALL, C. MERRITT, JAN. '23- WATER</u>	02/02/2023	34.36	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	2/23		
2118	ALPINE OFFICE PRODUCTS	WO-13729-1	15117	<u>2 CASES PAPER-CITY HALL, C. MERRITT, JAN. '23- SEWER</u>	02/02/2023	34.36	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	2/23		
2118	ALPINE OFFICE PRODUCTS	WO-13729-1	15117	<u>2 CASES PAPER-CITY HALL, C. MERRITT, JAN. '23-P.I</u>	02/02/2023	13.22	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	2/23		
2118	ALPINE OFFICE PRODUCTS	WO-13729-1		<u>DELUXE EXPANDABEL DESK FOLDER FOR N. STAUFFER, JAN. '23- ADMIN</u>	02/02/2023	5.13	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	2/23		

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2118	ALPINE OFFICE PRODUCTS	WO-13729-1		<u>DELUXE EXPANDABEL DESK FOLDER FOR N. STAUFFER, JAN. '23- WATER</u>	02/02/2023	6.77	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	2/23		
2118	ALPINE OFFICE PRODUCTS	WO-13729-1		<u>DELUXE EXPANDABEL DESK FOLDER FOR N. STAUFFER, JAN. '23- SEWER</u>	02/02/2023	6.77	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	2/23		
2118	ALPINE OFFICE PRODUCTS	WO-13729-1		<u>DELUXE EXPANDABEL DESK FOLDER FOR N. STAUFFER, JAN. '23- P.I</u>	02/02/2023	1.84	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	2/23		
2118	ALPINE OFFICE PRODUCTS	WO-13729-1		<u>GEL PENS, STICKY NOTE PADS, STAPLE REMOVER, SCISSORS FOR PUBLIC WORKS, JAN. '23- WATER</u>	02/02/2023	46.97	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	2/23		
2118	ALPINE OFFICE PRODUCTS	WO-13729-1		<u>GEL PENS, STICKY NOTE PADS, STAPLE REMOVER, SCISSORS FOR PUBLIC WORKS, JAN. '23- SEWER</u>	02/02/2023	46.97	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	2/23		
2118	ALPINE OFFICE PRODUCTS	WO-13729-1		<u>GEL PENS, STICKY NOTE PADS, STAPLE REMOVER, SCISSORS FOR PUBLIC WORKS, JAN. '23- P.I</u>	02/02/2023	17.89	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	2/23		
Total WO-13729-1:						264.50	.00					
2118	ALPINE OFFICE PRODUCTS	WO-13729-2	15117	<u>FILE SORTER & FOLDERS- NANCY, C. MERRITT, JAN. '23- WATER</u>	02/03/2023	8.18	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	2/23		
2118	ALPINE OFFICE PRODUCTS	WO-13729-2	15117	<u>FILE SORTER & FOLDERS- NANCY, C. MERRITT, JAN. '23- ADMIN</u>	02/03/2023	6.20	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	2/23		
2118	ALPINE OFFICE PRODUCTS	WO-13729-2	15117	<u>FILE SORTER & FOLDERS- NANCY, C. MERRITT, JAN. '23- SEWER</u>	02/03/2023	8.18	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	2/23		
2118	ALPINE OFFICE PRODUCTS	WO-13729-2	15117	<u>FILE SORTER & FOLDERS- NANCY, C. MERRITT, JAN. '23- P.I</u>	02/03/2023	2.22	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	2/23		
2118	ALPINE OFFICE PRODUCTS	WO-13729-2	15117	<u>STORAGE BOXES FOR CITY HALL C. MERRITT, JAN. '23- ADMIN</u>	02/03/2023	31.10	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	2/23		

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2118	ALPINE OFFICE PRODUCTS	WO-13729-2	15117	<u>STORAGE BOXES FOR CITY HALL C. MERRITT, JAN. '23-WATER</u>	02/03/2023	21.28	.00	20-6165 OFFICE SUPPLIES	0	2/23		
2118	ALPINE OFFICE PRODUCTS	WO-13729-2	15117	<u>STORAGE BOXES FOR CITY HALL C. MERRITT, JAN. '23-SEWER</u>	02/03/2023	21.28	.00	21-6165 OFFICE SUPPLIES	0	2/23		
2118	ALPINE OFFICE PRODUCTS	WO-13729-2	15117	<u>STORAGE BOXES FOR CITY HALL C. MERRITT, JAN. '23-P.I</u>	02/03/2023	8.19	.00	25-6165 OFFICE SUPPLIES	0	2/23		
Total WO-13729-2:						106.63	.00					
Total ALPINE OFFICE PRODUCTS:						478.28	.00					
AMERICAN WATER WORKS ASSOC.												
1016	AMERICAN WATER WORKS ASSOC.	SO69359		<u>AWWA DUES AND MEMBERSHIP FOR C. DEYOUNG, 05/01/2023-04/30/2024-WATER</u>	01/23/2023	69.60	.00	20-6075 DUES & MEMBERSHIPS	0	2/23		
1016	AMERICAN WATER WORKS ASSOC.	SO69359		<u>AWWA DUES AND MEMBERSHIP FOR C. DEYOUNG, 05/01/2023-04/30/2024-PI</u>	01/23/2023	17.40	.00	25-6075 DUES & MEMBERSHIPS EXPENSE	0	2/23		
Total SO69359:						87.00	.00					
Total AMERICAN WATER WORKS ASSOC.:						87.00	.00					
ANALYTICAL LABORATORIES												
1	ANALYTICAL LABORATORIES	2300296		<u>MONTHLY BACTERIA SAMPLES, JAN. '23</u>	01/31/2023	541.50	.00	20-6152 M & R - LABORATORY COSTS	0	2/23		
Total 2300296:						541.50	.00					
1	ANALYTICAL LABORATORIES	2300297		<u>MONTHLY BACTERIA SAMPLES, JAN. '23</u>	01/31/2023	1,060.20	.00	21-6152 M & R - LABORATORY COSTS	0	2/23		

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Total 2300297:						1,060.20	.00					
Total ANALYTICAL LABORATORIES:						1,601.70	.00					
ASSOCIATION OF IDAHO CITIES												
8	ASSOCIATION OF IDAHO CITIES	YM200009475	14845	<u>CODC LUNCHEON, JOE STEAR, DEC. 22</u>	12/12/2022	50.00	50.00	01-6155 MEETINGS/COMMITTEES	0	2/23	02/16/2023	
Total YM200009475:						50.00	50.00					
Total ASSOCIATION OF IDAHO CITIES:						50.00	50.00					
BIG SKY RENTALS LLC												
1846	BIG SKY RENTALS LLC	11731	15026	<u>GENERATOR RENTAL FOR BONFIRE, J. PEREZ</u>	01/13/2023	78.00	.00	01-6135 PUBLIC ENTERTAINMENT	0	2/23		
Total 11731:						78.00	.00					
Total BIG SKY RENTALS LLC:						78.00	.00					
BOYS & GIRLS CLUBS OF ADA COUN												
1072	BOYS & GIRLS CLUBS OF ADA COUN	05-8281		<u>2023 WILD WEST AUCTION TABLE SPONSORSHIP, FEB. '23</u>	02/14/2023	1,500.00	1,500.00	01-6160 MISCELLANEOUS EXPENSES	0	2/23	02/16/2023	
Total 05-8281:						1,500.00	1,500.00					
Total BOYS & GIRLS CLUBS OF ADA COUN:						1,500.00	1,500.00					
CASELLE INC												
1239	CASELLE INC	122727		<u>CONTRACT SUPPORT AND MAINTENANCE FOR 03/01-03/31/2023-ADMIN</u>	02/01/2023	700.72	.00	01-6052 CONTRACT SERVICES	0	2/23		
1239	CASELLE INC	122727		<u>CONTRACT SUPPORT AND MAINTENANCE FOR 03/01-03/31/2023-WATER</u>	02/01/2023	479.44	.00	20-6052 CONTRACT SERVICES	0	2/23		

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1239	CASELLE INC	122727		<u>CONTRACT SUPPORT AND MAINTENANCE FOR 03/01-03/31/2023-SEWER</u>	02/01/2023	479.44	.00	21-6052 <u>CONTRACT SERVICES</u>	0	2/23		
1239	CASELLE INC	122727		<u>CONTRACT SUPPORT AND MAINTENANCE FOR 03/01-03/31/2023-PI</u>	02/01/2023	184.40	.00	25-6052 <u>CONTRACT SERVICES</u>	0	2/23		
Total 122727:						1,844.00	.00					
Total CASELLE INC:						1,844.00	.00					
CENTURYLINK												
62	CENTURYLINK	208922113658		<u>DEDICATED LANDLINE TO SCADA, 01/25-/01/24/2023-WATER</u>	01/25/2023	25.32	25.32	20-6255 <u>TELEPHONE EXPENSE</u>	0	2/23	02/10/2023	
62	CENTURYLINK	208922113658		<u>DEDICATED LANDLINE TO SCADA, 01/25-/01/24/2023-SEWER</u>	01/25/2023	25.32	25.32	21-6255 <u>TELEPHONE EXPENSE</u>	0	2/23	02/10/2023	
62	CENTURYLINK	208922113658		<u>DEDICATED LANDLINE TO SCADA, 01/25-/01/24/2023-PI</u>	01/25/2023	9.66	9.66	25-6255 <u>TELEPHONE EXPENSE</u>	0	2/23	02/10/2023	
Total 208922113658B01252023:						60.30	60.30					
62	CENTURYLINK	208922932280		<u>INTERNET SERVICES AT THE PARK, 01/25-02/24/2023</u>	01/25/2023	100.58	100.58	01-6255 <u>TELEPHONE</u>	1004	2/23	02/10/2023	
Total 208922932280B01252023:						100.58	100.58					
Total CENTURYLINK:						160.88	160.88					
CHARLES R GNIECH												
2000	CHARLES R GNIECH	1270		<u>TROUBLESHOOT FUEL MASTER FOR TREATMENT PLANT, DEC. '22- WATER</u>	12/16/2022	67.20	67.20	20-6150 <u>M & R - SYSTEM</u>	0	2/23	02/03/2023	
2000	CHARLES R GNIECH	1270		<u>TROUBLESHOOT FUEL MASTER FOR TREATMENT PLANT, DEC. '22- SEWER</u>	12/16/2022	67.20	67.20	21-6150 <u>M & R - SYSTEM</u>	0	2/23	02/03/2023	

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2000	CHARLES R GNIECH	1270		<u>TROUBLESHOOT FUEL MASTER FOR TREATMENT PLANT, DEC. '22- P.I</u>	12/16/2022	25.60	25.60	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	2/23	02/03/2023	
Total 1270:						160.00	160.00					
Total CHARLES R GNIECH:						160.00	160.00					
CLAPIER CONSTRUCTION COMPANY INC												
2176	CLAPIER CONSTRUCTION COMPANY INC	COK10770		<u>CONSTRUCTION OF RISING SUN EXPANSION LOOP-PI</u>	01/11/2023	2,197.50	2,197.50	<u>25-6020 CAPITAL IMPROVEMENTS</u>	1325	2/23	02/10/2023	
Total COK10770:						2,197.50	2,197.50					
2176	CLAPIER CONSTRUCTION COMPANY INC	COK10780		<u>CONSTRUCTION FOR CONDUIT -S STROBEL TO RISING SUN PARK-WATER</u>	01/23/2023	6,866.50	6,866.50	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1325	2/23	02/10/2023	
2176	CLAPIER CONSTRUCTION COMPANY INC	COK10780		<u>CONSTRUCTION FOR CONDUIT -S STROBEL TO RISING SUN PARK-SEWER</u>	01/23/2023	6,866.50	6,866.50	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1325	2/23	02/10/2023	
2176	CLAPIER CONSTRUCTION COMPANY INC	COK10780		<u>CONSTRUCTION FOR CONDUIT -S STROBEL TO RISING SUN PARK-PI</u>	01/23/2023	2,615.80	2,615.80	<u>25-6020 CAPITAL IMPROVEMENTS</u>	1325	2/23	02/10/2023	
Total COK10780:						16,348.80	16,348.80					
2176	CLAPIER CONSTRUCTION COMPANY INC	COK10781		<u>CONSTRUCTION FOR FOC-FROM EXISTING FIBER TO DANSKIN WELL-WATER</u>	01/23/2023	4,360.40	4,360.40	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1325	2/23	02/10/2023	
Total COK10781:						4,360.40	4,360.40					
2176	CLAPIER CONSTRUCTION COMPANY INC	COL10798		<u>CONSTRUCTION FOR DANSKIN P&P-PI</u>	02/01/2023	16,738.60	16,738.60	<u>25-6020 CAPITAL IMPROVEMENTS</u>	1325	2/23	02/10/2023	
Total COL10798:						16,738.60	16,738.60					

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Total CLAPIER CONSTRUCTION COMPANY INC:						39,645.30	39,645.30					
COASTLINE EQUIPMENT COMPANY												
1788	COASTLINE EQUIPMENT COMPANY	981946		<u>EXCAVATOR FOR COMMUNITY BONFIRE, J. LORENTZ, JAN. '23</u>	01/20/2023	1,210.65	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	2/23		
Total 981946:						1,210.65	.00					
Total COASTLINE EQUIPMENT COMPANY:						1,210.65	.00					
CONRAD & BISCHOFF INC												
2020	CONRAD & BISCHOFF INC	IN-302039-23	15120	<u>1498 GALLONS UNLEADED GASOLINE, M. NADEAU, JAN. '23</u>	02/06/2023	4,538.19	.00	<u>21-6300 FUEL</u>	0	2/23		
Total IN-302039-23:						4,538.19	.00					
Total CONRAD & BISCHOFF INC:						4,538.19	.00					
CORE & MAIN LP												
63	CORE & MAIN LP	S261285	15057	<u>BATTERY PACK FOR FLOW METER FOR POTABLE WATER, M. WEBB, JAN. '23</u>	01/26/2023	155.81	.00	<u>20-6150 M & R - SYSTEM</u>	0	2/23		
Total S261285:						155.81	.00					
Total CORE & MAIN LP:						155.81	.00					
D & B SUPPLY												
75	D & B SUPPLY	11294	15187	<u>NUTS, BOLTS AND WASHERS FOR BALL NET, J. PEREZ, FEB. '23</u>	02/13/2023	34.22	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/23		
Total 11294:						34.22	.00					
75	D & B SUPPLY	17829	15138	<u>NUTS AND BOLTS FOR DOCKS, J. MORFIN, FEB'23</u>	02/06/2023	211.31	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1126	2/23		

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Total 17829:						211.31	.00					
75	D & B SUPPLY	53439	15129	<u>GENERATOR FOR WATER LINE BREAKS FOR WATER AND PI DEPARTMENT, J. DURHAM, FEB. '23-WATER</u>	02/03/2023	959.99	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	2/23		
75	D & B SUPPLY	53439	15129	<u>GENERATOR FOR WATER LINE BREAKS FOR WATER AND PI DEPARTMENT, J. DURHAM, FEB. '23-PI</u>	02/03/2023	240.00	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	2/23		
Total 53439:						1,199.99	.00					
75	D & B SUPPLY	53737	15136	<u>DRILLS, GOOF OFF PAINT REMOVER, SCRAPERS, J. PEREZ, FEB' 23</u>	02/06/2023	324.94	.00	<u>01-6175 SMALL TOOLS</u>	1004	2/23		
Total 53737:						324.94	.00					
75	D & B SUPPLY	76274	15170	<u>RINGS FOR NETTING AT BASEBALL FIELDS, R.HENZE, FEB.'23</u>	02/10/2023	22.77	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/23		
Total 76274:						22.77	.00					
75	D & B SUPPLY	76721	15182	<u>CUTOFF WHEELS & BLADES FOR REPLACING BACKSTOPS AT BASEBALL FIELDS, R. HENZE, JAN.'23</u>	02/13/2023	36.15	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/23		
Total 76721:						36.15	.00					
75	D & B SUPPLY	83393	15131	<u>3 EA 5-GALLON BUCKETS FOR SOIL TESTING, N.STANLEY, FEB.'23</u>	02/03/2023	21.84	.00	<u>01-6045 CONTINGENCY</u>	1322	2/23		
Total 83393:						21.84	.00					

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75	D & B SUPPLY	83782	15133	<u>WELDING TIPS AND WIRE BRUSH FOR DOCK PROJECT, J. MORFIN, FEB. '23</u>	02/06/2023	48.96	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1126	2/23		
Total 83782:						48.96	.00					
75	D & B SUPPLY	83787	15134	<u>FILTERS FOR SMALL EQUIPMENT TUNE-UPS FOR THE PARKS, J. DURHAM, FEB. '23</u>	02/06/2023	122.86	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	2/23		
Total 83787:						122.86	.00					
75	D & B SUPPLY	84062	15142	<u>BOLTS FOR DOCK PROJECT, J. MORFIN, FEB. '23</u>	02/07/2023	96.31	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1126	2/23		
Total 84062:						96.31	.00					
75	D & B SUPPLY	84155	15145	<u>DRILL BITS AND OIL CAN FOR DOCK PROJECT, J. MORFIN, FEB. '23</u>	02/08/2023	70.77	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1126	2/23		
Total 84155:						70.77	.00					
75	D & B SUPPLY	84164	15144	<u>FUEL & AIR FILTERS FOR SMALL EQUIPMENT AT PARKS, J. DURHAM, FEB. '23</u>	02/08/2023	121.90	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	2/23		
Total 84164:						121.90	.00					
75	D & B SUPPLY	84407	15168	<u>TIES & CLIPS FOR BALLFIELD NETS., B. REED, FEB. '23</u>	02/10/2023	25.31	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/23		
Total 84407:						25.31	.00					
75	D & B SUPPLY	84861	15180	<u>CLR FOR CLEANING THE SPLASH PAD, B.REED, FEB.'23</u>	02/13/2023	22.99	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/23		

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Total 84861:						22.99	.00					
Total D & B SUPPLY:						2,360.32	.00					
DIGLINE												
25	DIGLINE	0070814-IN		<u>DIG FEES, JAN. '23-WATER</u>	01/31/2023	204.98	.00	<u>20-6065 DIG LINE EXPENSE</u>	0	2/23		
25	DIGLINE	0070814-IN		<u>DIG FEES, JAN. '23-SEWER</u>	01/31/2023	204.98	.00	<u>21-6065 DIG LINE EXPENSE</u>	0	2/23		
25	DIGLINE	0070814-IN		<u>DIG FEES, JAN. '23-PI</u>	01/31/2023	78.11	.00	<u>25-6065 DIG LINE EXPENSE</u>	0	2/23		
Total 0070814-IN:						488.07	.00					
Total DIGLINE:						488.07	.00					
DMH ENTERPRISES LLC												
1745	DMH ENTERPRISES LLC	01312023DMH		<u>PLUMBING PERMITS, JAN. '23</u>	01/31/2023	6,701.65	6,701.65	<u>01-6052 CONTRACT SERVICES</u>	1005	2/23	02/03/2023	
Total 01312023DMH:						6,701.65	6,701.65					
Total DMH ENTERPRISES LLC:						6,701.65	6,701.65					
DYNA PARTS LLC												
2115	DYNA PARTS LLC	269728		<u>CREDIT FOR BATTERY CORE ON INVOICE 270224, DEC. '22-WATER</u>	12/09/2022	-4.20	.00	<u>20-6097 DEPOSITS ON ACCOUNT</u>	0	2/23		
2115	DYNA PARTS LLC	269728		<u>CREDIT FOR BATTERY CORE ON INVOICE 270224, DEC. '22-SEWER</u>	12/09/2022	-4.20	.00	<u>21-6097 DEPOSITS ON ACCOUNT</u>	0	2/23		
2115	DYNA PARTS LLC	269728		<u>CREDIT FOR BATTERY CORE ON INVOICE 270224- P.I</u>	12/09/2022	-1.60	.00	<u>25-6097 DEPOSITS ON ACCOUNT</u>	0	2/23		

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Total 269728:						-10.00	.00					
2115	DYNA PARTS LLC	270897	14970	<u>FLEET SHOP SUPPLIES FOR VEHICLE MAINTENANCE, J. DURHAM, JAN. '23- ADMIN</u>	01/04/2023	21.59	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	2/23		
2115	DYNA PARTS LLC	270897	14970	<u>FLEET SHOP SUPPLIES FOR VEHICLE MAINTENANCE, J. DURHAM, JAN. '23- WATER</u>	01/04/2023	8.63	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	2/23		
2115	DYNA PARTS LLC	270897	14970	<u>FLEET SHOP SUPPLIES FOR VEHICLE MAINTENANCE, J. DURHAM, JAN. '23- SEWER</u>	01/04/2023	8.63	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	2/23		
2115	DYNA PARTS LLC	270897	14970	<u>FLEET SHOP SUPPLIES FOR VEHICLE MAINTENANCE, J. DURHAM, JAN. '23- P.I</u>	01/04/2023	4.32	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	2/23		
Total 270897:						43.17	.00					
2115	DYNA PARTS LLC	271960	15055	<u>GEAR OIL FOR TUNE UPS, PARKS DEPARTMENT, J. DURHAM, JAN. 23</u>	01/23/2023	9.99	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	2/23		
Total 271960:						9.99	.00					
2115	DYNA PARTS LLC	272258	15089	<u>HYDRAULIC FILTER FOR SEWER BACKHOE, J.DURHAM, JAN.'23</u>	01/27/2023	57.01	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	2/23		
Total 272258:						57.01	.00					
2115	DYNA PARTS LLC	272345	15095	<u>LIGHT BULBS FOR FLEET TRUCKS, M. DAVILA, JAN. '22- ADMIN</u>	01/30/2023	6.59	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	2/23		
2115	DYNA PARTS LLC	272345	15095	<u>LIGHT BULBS FOR FLEET TRUCKS, M. DAVILA, JAN. '22- WATER</u>	01/30/2023	2.63	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	2/23		
2115	DYNA PARTS LLC	272345	15095	<u>LIGHT BULBS FOR FLEET TRUCKS, M. DAVILA, JAN. '22- SEWER</u>	01/30/2023	2.63	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	2/23		

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2115	DYNA PARTS LLC	272345	15095	<u>LIGHT BULBS FOR FLEET TRUCKS, M. DAVILA, JAN. '22- P.I</u>	01/30/2023	1.32	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	2/23		
Total 272345:						13.17	.00					
2115	DYNA PARTS LLC	272422	15106	<u>TWO EACH HEAVY DUTY TUBS OF CLEANING WIPES 90 COUNT, J. PEREZ, JAN. '23</u>	01/31/2023	25.98	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/23		
Total 272422:						25.98	.00					
2115	DYNA PARTS LLC	272613		<u>V-BELT FOR SEWER TRUCK #02, J. DURHAM, FEB'23</u>	02/03/2023	32.02	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	2/23		
Total 272613:						32.02	.00					
2115	DYNA PARTS LLC	272633		<u>TWO SERPENTINE BELTS FOR SEWER TRUCK #02, J. DURHAM, FEB. '23</u>	02/03/2023	83.11	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	2/23		
2115	DYNA PARTS LLC	272633		<u>CREDIT/RETURN V-BELT ON INVOICE 272613, FEB. '23</u>	02/03/2023	-32.02	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	2/23		
Total 272633:						51.09	.00					
2115	DYNA PARTS LLC	272725		<u>CREDIT/RETURN ONE SERPENTINE BELT ON INVOICE 262633, FEB. '23</u>	02/06/2023	-44.37	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	2/23		
Total 272725:						-44.37	.00					
2115	DYNA PARTS LLC	272853	15143	<u>SPARK PLUGS FOR PARKS EQUIPMENT, J. DURHAM, FEB. '23</u>	02/08/2023	47.30	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	2/23		

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Total 272853:						47.30	.00					
2115	DYNA PARTS LLC	272883	15154	<u>SPARK PLUGS FOR PARKS EQUIPMENT, FEB. '23</u>	02/08/2023	17.21	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	2/23		
Total 272883:						17.21	.00					
2115	DYNA PARTS LLC	272932	15157	<u>AIR FILTER AND BREAK CLEAN FOR FLEET SHOP, J. DURHAM, FEB. '23- ADMIN</u>	02/09/2023	34.21	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	2/23		
2115	DYNA PARTS LLC	272932		<u>AIR FILTER AND BREAK CLEAN FOR FLEET SHOP, J. DURHAM, FEB. '23- WATER</u>	02/09/2023	13.68	.00	<u>20-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	2/23		
2115	DYNA PARTS LLC	272932		<u>AIR FILTER AND BREAK CLEAN FOR FLEET SHOP, J. DURHAM, FEB. '23- SEWER</u>	02/09/2023	13.68	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	2/23		
2115	DYNA PARTS LLC	272932		<u>AIR FILTER AND BREAK CLEAN FOR FLEET SHOP, J. DURHAM, FEB. '23- P.I</u>	02/09/2023	6.84	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	2/23		
Total 272932:						68.41	.00					
2115	DYNA PARTS LLC	273087	15179	<u>V-BELT FOR SEWER VAC TRUCK, J. DURHAM, FEB. '23</u>	02/13/2023	32.02	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	2/23		
Total 273087:						32.02	.00					
2115	DYNA PARTS LLC	273104		<u>SERPENTINE BELT FOR SEWER VAC TRUCK # 02, J. DURHAM, FEB. '23</u>	02/13/2023	40.38	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	2/23		
2115	DYNA PARTS LLC	273104		<u>CREDIT/RETURN ONE V-BELT ON INVOICE 273087, FEB. '23</u>	02/13/2023	-32.02	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	2/23		

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Total 273104:						8.36	.00					
2115	DYNA PARTS LLC	273105	15185	<u>REFRIDGERANT FOR VAC TRUCK 02, J. DURHAM, FEB. '23</u>	02/13/2023	143.88	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	2/23		
Total 273105:						143.88	.00					
Total DYNA PARTS LLC:						495.24	.00					
EC COMPANY												
1797	EC COMPANY	SI2362000493		<u>GENERATOR REPAIR AT WASTEWATER TREATMENT PLANT, JAN. '23</u>	01/31/2023	1,480.00	.00	<u>21-6150 M & R - SYSTEM</u>	0	2/23		
Total SI2362000493:						1,480.00	.00					
Total EC COMPANY:						1,480.00	.00					
ED STAUB & SONS PETROLEUM, INC												
1731	ED STAUB & SONS PETROLEUM, INC	8708291		<u>56.20 PROPANE DELIVERED TO 201 AVE A-PARKS, JAN. '23</u>	01/26/2023	137.69	137.69	<u>01-6290 UTILITIES</u>	1004	2/23	02/03/2023	
Total 8708291:						137.69	137.69					
1731	ED STAUB & SONS PETROLEUM, INC	8772855		<u>TANK RENT FOR 201 AVE A-PARKS</u>	02/03/2023	9.80	9.80	<u>01-6212 RENT-EQUIPMENT</u>	1004	2/23	02/10/2023	
Total 8772855:						9.80	9.80					
Total ED STAUB & SONS PETROLEUM, INC:						147.49	147.49					
ELECTRICAL CONTROLS & INSTRUMENTATION												
1744	ELECTRICAL CONTROLS & INSTRUMENTATION	01312023ECI		<u>ELECTRICAL PERMITS, JAN. '23</u>	01/31/2023	10,082.14	10,082.14	<u>01-6052 CONTRACT SERVICES</u>	1005	2/23	02/03/2023	

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Total 01312023ECI:						10,082.14	10,082.14					
Total ELECTRICAL CONTROLS & INSTRUMENTATION:						10,082.14	10,082.14					
FLUID CONNECTOR PRODUCTS, INC.												
1083	FLUID CONNECTOR PRODUCTS, INC.	8616514	15163	<u>CONNECTORS TO INSTALL EYE WASH STATION, S.HOWELL, FEB. '23</u>	02/09/2023	139.31	.00	<u>01-6230 SAFETY TRAINING & EQUIPMENT</u>	1004	2/23		
Total 8616514:						139.31	.00					
1083	FLUID CONNECTOR PRODUCTS, INC.	8617432	15173	<u>FITTING TO INSTALL NEW COMPRESSOR FOR PARKS SHOP, S. HOWELL, FEB. '23</u>	02/10/2023	140.12	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/23		
Total 8617432:						140.12	.00					
1083	FLUID CONNECTOR PRODUCTS, INC.	8618922	15163	<u>INSTALL EYE WASH STATION AT CHEMICAL STORAGE AREA, S.HOWELL, FEB. '23</u>	02/13/2023	20.54	.00	<u>01-6230 SAFETY TRAINING & EQUIPMENT</u>	1004	2/23		
Total 8618922:						20.54	.00					
1083	FLUID CONNECTOR PRODUCTS, INC.	8619513		<u>RETURN PART FOR NEW COMPRESSOR, J. LORENTZ, FEB. '23</u>	02/13/2023	-20.12	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/23		
Total 8619513:						-20.12	.00					
1083	FLUID CONNECTOR PRODUCTS, INC.	8620152	15173	<u>PARTS TO INSTALL NEW COMPRESSOR FOR PARKS SHOP, S. HOWELL, FEB. '23</u>	02/13/2023	12.43	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/23		
Total 8620152:						12.43	.00					
Total FLUID CONNECTOR PRODUCTS, INC.:						292.28	.00					

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				<u>DURHAM, FEB. '23-WATER</u>	02/09/2023	270.57	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	2/23		
Total PC411055757:01:						270.57	.00					
Total GORDON TRUCK CENTERS INC:						270.57	.00					
HARBOR FREIGHT TOOLS												
1312	HARBOR FREIGHT TOOLS	1006570	15114	<u>NEW TOOLS FOR FLEET, J.DURHAM, FEB. '23</u>	02/01/2023	268.90	.00	<u>01-6175 SMALL TOOLS</u>	0	2/23		
1312	HARBOR FREIGHT TOOLS	1006570	15114	<u>NEW TOOLS FOR FLEET, J.DURHAM, FEB. '23-WATER</u>	02/01/2023	107.56	.00	<u>20-6175 SMALL TOOLS</u>	0	2/23		
1312	HARBOR FREIGHT TOOLS	1006570	15114	<u>NEW TOOLS FOR FLEET, J.DURHAM, FEB. '23-SEWER</u>	02/01/2023	107.56	.00	<u>21-6175 SMALL TOOLS</u>	0	2/23		
1312	HARBOR FREIGHT TOOLS	1006570	15114	<u>NEW TOOLS FOR FLEET, J.DURHAM, FEB. '23-PI</u>	02/01/2023	53.77	.00	<u>25-6175 SMALL TOOLS</u>	0	2/23		
Total 1006570:						537.79	.00					
1312	HARBOR FREIGHT TOOLS	926934	15171	<u>WINCH & MOUNT TO LOAD FLEET VEHICLES & CART FOR TOOLS, S. HOWELL, FEB. '23-ADMIN</u>	02/10/2023	272.48	.00	<u>01-6175 SMALL TOOLS</u>	0	2/23		
1312	HARBOR FREIGHT TOOLS	926934	15171	<u>WINCH & MOUNT TO LOAD FLEET VEHICLES & CART FOR TOOLS, S. HOWELL, FEB. '23-WATER</u>	02/10/2023	108.99	.00	<u>20-6175 SMALL TOOLS</u>	0	2/23		
1312	HARBOR FREIGHT TOOLS	926934	15171	<u>WINCH & MOUNT TO LOAD FLEET VEHICLES & CART FOR TOOLS, S. HOWELL, FEB. '23-SEWER</u>	02/10/2023	108.99	.00	<u>21-6175 SMALL TOOLS</u>	0	2/23		
1312	HARBOR FREIGHT TOOLS	926934	15171	<u>WINCH & MOUNT TO LOAD FLEET VEHICLES & CART FOR TOOLS, S. HOWELL, FEB. '23-PI</u>	02/10/2023	54.50	.00	<u>25-6175 SMALL TOOLS</u>	0	2/23		

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Total 926934:						544.96	.00					
Total HARBOR FREIGHT TOOLS:						1,082.75	.00					
HDR ENGINEERING INC												
1646	HDR ENGINEERING INC	1200490333		<u>PROFESSIONAL SERVICES FROM 11/27-12/31/2022, WATER SYSTEM MASTER PLAN</u>	01/10/2023	5,562.28	.00	<u>20-6045 CONTINGENCY</u>	1314	2/23		
Total 1200490333:						5,562.28	.00					
1646	HDR ENGINEERING INC	1200497698		<u>PROFESSIONAL SERVICES FROM 01/01-01/28/2023-WATER SYSTEM MASTER PLAN</u>	02/06/2023	1,497.13	.00	<u>20-6045 CONTINGENCY</u>	1314	2/23		
Total 1200497698:						1,497.13	.00					
1646	HDR ENGINEERING INC	1200499709		<u>PROFESSIONAL SERVICES THROUGH 01/28/2023, LAGOON WATER RIGHT PERMIT, FEB. '23</u>	02/10/2023	2,000.00	.00	<u>20-6202 PROFESSIONAL SERVICES</u>	0	2/23		
Total 1200499709:						2,000.00	.00					
Total HDR ENGINEERING INC:						9,059.41	.00					
HOLLADAY ENGINEERING CO												
1990	HOLLADAY ENGINEERING CO	48426		<u>PROFESSIONAL SERVICES THROUGH 01/31/2023, KUNA WELL #12 ELECTRICAL</u>	02/13/2023	11,990.00	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1275	2/23		
Total 48426:						11,990.00	.00					
1990	HOLLADAY ENGINEERING CO	48427		<u>PROFESSIONAL SERVICES THROUGH 01/31/2023, WELL #6 CONSTRUCTION PHASE</u>	02/13/2023	3,337.50	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1277	2/23		
Total 48427:						3,337.50	.00					

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Total HOLLADAY ENGINEERING CO:						15,327.50	.00					
IDAHO HUMANE SOCIETY												
833	IDAHO HUMANE SOCIETY	02/2023		<u>ANIMAL CONTROL CONTRACT SERVICES FOR FEBRUARY 2023</u>	02/01/2023	11,965.58	11,965.58	<u>01-6005 ANIMAL CONTROL SERVICES</u>	0	2/23	02/03/2023	
Total 02/2023:						11,965.58	11,965.58					
Total IDAHO HUMANE SOCIETY:						11,965.58	11,965.58					
IDAHO POWER CO												
38	IDAHO POWER CO	02032023IP		<u>ELECTRIC SERVICE 12/15/2022-01/18/2023-PI</u>	01/21/2023	1,047.01	1,047.01	<u>25-6290 UTILITIES EXPENSE</u>	0	2/23	02/03/2023	
38	IDAHO POWER CO	02032023IP		<u>ELECTRIC SERVICE 12/15/2022-01/18/2023-LAGOONS</u>	01/21/2023	2,100.51	2,100.51	<u>21-6090 FARM EXPENDITURES</u>	0	2/23	02/03/2023	
38	IDAHO POWER CO	02032023IP		<u>ELECTRIC SERVICE 12/15/2022-01/18/2023-SEWER</u>	01/21/2023	7,121.53	7,121.53	<u>21-6290 UTILITIES EXPENSE</u>	0	2/23	02/03/2023	
38	IDAHO POWER CO	02032023IP		<u>ELECTRIC SERVICE 12/15/2022-01/18/2023-WATER</u>	01/21/2023	10,620.70	10,620.70	<u>20-6290 UTILITIES EXPENSE</u>	0	2/23	02/03/2023	
38	IDAHO POWER CO	02032023IP		<u>ELECTRIC SERVICE 12/15/2022-01/18/2023-PARKS</u>	01/21/2023	1,819.70	1,819.70	<u>01-6290 UTILITIES</u>	1004	2/23	02/03/2023	
Total 02032023IP:						22,709.45	22,709.45					
38	IDAHO POWER CO	02162023IP		<u>ELECTRIC SERVICE, 12/15-12/23/2022-STREETS</u>	02/01/2023	5,070.01	5,070.01	<u>01-6290 UTILITIES</u>	1002	2/23	02/16/2023	
Total 02162023IP:						5,070.01	5,070.01					
Total IDAHO POWER CO:						27,779.46	27,779.46					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	31058	15074	<u>AD#328273. LEGAL PUBLIC NOTICE. CASE NO. 22-02-OA. PUBLIC UTILITY LOTS & LOTS SPLIT. D. HANSON. JAN. '23</u>	02/08/2023	76.24	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	2/23		

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Total 31058:						76.24	.00					
1802	IDAHO PRESS TRIBUNE, LLC	31059	15109	<u>AD#330434, LEGAL PUBLIC NOTICE, CASE NO. 22-17-SUP, COLE SUBSTATION 230KV TAP LINE, J. REID, JAN. '23</u>	02/08/2023	36.64	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	2/23		
Total 31059:						36.64	.00					
1802	IDAHO PRESS TRIBUNE, LLC	31223	15150	<u>AD#333832, LEGAL PUBLIC NOTICE, ORDINANCE NO. 2023- 04, N. STANLEY, FEB. '23</u>	02/15/2023	97.35	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	2/23		
Total 31223:						97.35	.00					
1802	IDAHO PRESS TRIBUNE, LLC	31224	15150	<u>AD#333859, LEGAL PUBLIC NOTICE, ORDINANCE 2023-06, N. STANLEY, FEB. '23</u>	02/15/2023	331.59	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	2/23		
Total 31224:						331.59	.00					
1802	IDAHO PRESS TRIBUNE, LLC	31225	15150	<u>AD#333878, LEGAL PUBLIC NOTICE, ORDINANCE 2023-07, N. STANLEY, FEB. '23</u>	02/15/2023	331.59	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	2/23		
Total 31225:						331.59	.00					
1802	IDAHO PRESS TRIBUNE, LLC	31226	15172	<u>AD# 334000, LEGAL PUBLIC NOTICE, CASE NO. 22-14-S, GRIFFONS POINT SUBDIVISION, T. BEHUNIN, FEB. '23</u>	02/15/2023	38.12	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	2/23		
Total 31226:						38.12	.00					
1802	IDAHO PRESS TRIBUNE, LLC	31227	15172	<u>AD#334002, LEGAL PUBLIC NOTICE, CASE NO. 22-03-ZC, BODAHL FARM LLC REZONE, T. BEHUNIN, FEB. '23</u>	02/15/2023	43.30	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	2/23		

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Total 31227:						43.30	.00					
Total IDAHO PRESS TRIBUNE, LLC:						954.83	.00					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	482195000020		<u>NATURAL GAS CONSUMPTION AT WASTEWATER TREATMENT PLANT. 01/06-02/01/2023- WATER</u>	02/02/2023	1,334.99	1,334.99	<u>20-6290 UTILITIES EXPENSE</u>	0	2/23	02/10/2023	
37	INTERMOUNTAIN GAS CO	482195000020		<u>NATURAL GAS CONSUMPTION AT WASTEWATER TREATMENT PLANT. 01/06-02/01/2023- SEWER</u>	02/02/2023	1,334.99	1,334.99	<u>21-6290 UTILITIES EXPENSE</u>	0	2/23	02/10/2023	
37	INTERMOUNTAIN GAS CO	482195000020		<u>NATURAL GAS CONSUMPTION AT WASTEWATER TREATMENT PLANT. 01/06-02/01/2023-PI</u>	02/02/2023	508.57	508.57	<u>25-6290 UTILITIES EXPENSE</u>	0	2/23	02/10/2023	
Total 48219500002022023:						3,178.55	3,178.55					
Total INTERMOUNTAIN GAS CO:						3,178.55	3,178.55					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	01272023-020		<u>SANITATION RECEIPT TRANSFER. 01/27-02/02/2023</u>	02/03/2023	31,262.65	31,262.65	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	2/23	02/03/2023	
230	J & M SANITATION, INC.	01272023-020		<u>SANITATION RECEIPT TRANSFER, LESS FRANCHISE FEES. 01/27-02/02/2023</u>	02/03/2023	-3,088.74	-3,088.74	<u>01-4170 FRANCHISE FEES</u>	0	2/23	02/03/2023	
Total 01272023-02022023:						28,173.91	28,173.91					
230	J & M SANITATION, INC.	01312023JM		<u>ACCT# 560. SWAN FALLS. 20 YD RENTAL</u>	01/31/2023	102.30	.00	<u>21-6212 RENT-EQUIPMENT</u>	0	2/23		
230	J & M SANITATION, INC.	01312023JM		<u>ACCT# 560. SLUDGE REMOVAL FOR JAN. '23</u>	01/31/2023	9,023.30	.00	<u>21-6153 M & R - SLUDGE DISPOSAL</u>	0	2/23		

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Total 01312023JM:						9,125.60	.00					
230	J & M SANITATION, INC.	02032023-020		<u>SANITATION RECEIPT TRANSFER, 02/03/2023-02/09/2023</u>	02/10/2023	70,477.70	70,477.70	26-7000 SOLID WASTE SERVICE FEES	0	2/23	02/10/2023	
230	J & M SANITATION, INC.	02032023-020		<u>SANITATION RECEIPT TRANSFER, LESS FRANCHISE FEES, 02/03/2023-02/09/2023</u>	02/10/2023	-6,963.19	-6,963.19	01-4170 FRANCHISE FEES	0	2/23	02/10/2023	
Total 02032023-02092023:						63,514.51	63,514.51					
230	J & M SANITATION, INC.	02102023-021		<u>SANITATION RECEIPT TRANSFER, 02102023-02152023</u>	02/16/2023	134,732.90	134,732.90	26-7000 SOLID WASTE SERVICE FEES	0	2/23	02/16/2023	
230	J & M SANITATION, INC.	02102023-021		<u>SANITATION RECEIPT TRANSFER, LESS FRANCHISE FEES, 02102023-02152023</u>	02/16/2023	-13,311.61	-13,311.61	01-4170 FRANCHISE FEES	0	2/23	02/16/2023	
Total 02102023-02152023:						121,421.29	121,421.29					
Total J & M SANITATION, INC.:						222,235.31	213,109.71					
JACK HENRY & ASSOCIATES, INC.												
1328	JACK HENRY & ASSOCIATES, INC.	4187190		<u>ACH MONTHLY PROCESSING FEE-ADMIN</u>	01/01/2023	40.24	40.24	01-6052 CONTRACT SERVICES	0	2/23	02/03/2023	
1328	JACK HENRY & ASSOCIATES, INC.	4187190		<u>ACH MONTHLY PROCESSING FEE-WATER</u>	01/01/2023	27.53	27.53	20-6052 CONTRACT SERVICES	0	2/23	02/03/2023	
1328	JACK HENRY & ASSOCIATES, INC.	4187190		<u>ACH MONTHLY PROCESSING FEE-SEWER</u>	01/01/2023	27.53	27.53	21-6052 CONTRACT SERVICES	0	2/23	02/03/2023	
1328	JACK HENRY & ASSOCIATES, INC.	4187190		<u>ACH MONTHLY PROCESSING FEE-PI</u>	01/01/2023	10.60	10.60	25-6052 CONTRACT SERVICES	0	2/23	02/03/2023	

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Total 4187190:						105.90	105.90					
1328	JACK HENRY & ASSOCIATES, INC.	4226396		<u>ACH MONTHLY PROCESSING FEE-ADMIN</u>	02/01/2023	41.84	.00	<u>01-6052 CONTRACT SERVICES</u>	0	2/23		
1328	JACK HENRY & ASSOCIATES, INC.	4226396		<u>ACH MONTHLY PROCESSING FEE-WATER</u>	02/01/2023	28.63	.00	<u>20-6052 CONTRACT SERVICES</u>	0	2/23		
1328	JACK HENRY & ASSOCIATES, INC.	4226396		<u>ACH MONTHLY PROCESSING FEE-SEWER</u>	02/01/2023	28.63	.00	<u>21-6052 CONTRACT SERVICES</u>	0	2/23		
1328	JACK HENRY & ASSOCIATES, INC.	4226396		<u>ACH MONTHLY PROCESSING FEE-PI</u>	02/01/2023	11.02	.00	<u>25-6052 CONTRACT SERVICES</u>	0	2/23		
Total 4226396:						110.12	.00					
Total JACK HENRY & ASSOCIATES, INC.:						216.02	105.90					
JONATHAN STRICKLAND												
1976	JONATHAN STRICKLAND	1046		<u>MONTHLY JANITORIAL SERVICES CITY HALL, FEB. '23-ADMIN</u>	02/01/2023	276.64	.00	<u>01-6025 JANITORIAL</u>	0	2/23		
1976	JONATHAN STRICKLAND	1046		<u>MONTHLY JANITORIAL SERVICES CITY HALL, FEB. '23-WATER</u>	02/01/2023	189.28	.00	<u>20-6025 JANITORIAL</u>	0	2/23		
1976	JONATHAN STRICKLAND	1046		<u>MONTHLY JANITORIAL SERVICES CITY HALL, FEB. '23-SEWER</u>	02/01/2023	189.28	.00	<u>21-6025 JANITORIAL</u>	0	2/23		
1976	JONATHAN STRICKLAND	1046		<u>MONTHLY JANITORIAL SERVICES CITY HALL, FEB. '23-PI</u>	02/01/2023	72.80	.00	<u>25-6025 JANITORIAL</u>	0	2/23		
Total 1046:						728.00	.00					
1976	JONATHAN STRICKLAND	1047		<u>MONTHLY JANITORIAL SERVICES, SENIOR CENTER, FEB. '23</u>	02/01/2023	446.00	.00	<u>01-6025 JANITORIAL</u>	1001	2/23		

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Total 1047:						446.00	.00					
1976	JONATHAN STRICKLAND	1048		<u>MONTHLY JANITORIAL SERVICES, TREATMENT PLANT, FEB. '23- WATER</u>	02/01/2023	168.00	.00	<u>20-6025 JANITORIAL</u>	0	2/23		
1976	JONATHAN STRICKLAND	1048		<u>MONTHLY JANITORIAL SERVICES, TREATMENT PLANT, FEB. '23- SEWER</u>	02/01/2023	168.00	.00	<u>21-6025 JANITORIAL</u>	0	2/23		
1976	JONATHAN STRICKLAND	1048		<u>MONTHLY JANITORIAL SERVICES, TREATMENT PLANT, FEB. '23- P.I</u>	02/01/2023	64.00	.00	<u>25-6025 JANITORIAL</u>	0	2/23		
Total 1048:						400.00	.00					
Total JONATHAN STRICKLAND:						1,574.00	.00					
J-U-B ENGINEERS, INC.												
1236	J-U-B ENGINEERS, INC.	0156321-A		<u>PROFESSIONAL SERVICES FROM NTP-09/03/2022, TOPOGRAPIC SURVEY, PROJECT NO. 0156321</u>	02/27/2022	5,600.00	5,600.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1299	2/23	02/16/2023	
Total 0156321-A:						5,600.00	5,600.00					
Total J-U-B ENGINEERS, INC.:						5,600.00	5,600.00					
KELLER ASSOCIATES, INC.												
429	KELLER ASSOCIATES, INC.	0223703		<u>PROFESSIONAL SERVICES FROM 11/06-12/03/2022-- PATAGONIA PARK, PHASE II.</u>	12/03/2022	25,000.00	25,000.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1312	2/23	02/16/2023	
Total 0223703:						25,000.00	25,000.00					
429	KELLER ASSOCIATES, INC.	0230063		<u>PROFESSIONAL SERVICES FROM 01/01-01/28/2023- PATAGONIA PARK, PHASE II.</u>	01/28/2023	17,500.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1312	2/23		

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Total 0230063:						17,500.00	.00					
429	KELLER ASSOCIATES, INC.	0230065		<u>PROFESSIONAL SERVICES FROM 01/01-01/28/2023- AVALON & ORCHARD PEDESTRIAN PATHWAY</u>	01/28/2023	837.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1126	2/23		
Total 0230065:						837.00	.00					
429	KELLER ASSOCIATES, INC.	0230107		<u>PROFESSIONAL SERVICES FROM 01/01-01/28/2023- WASTEWATER SYSTEM MASTER PLAN UPDATE</u>	01/28/2023	9,415.00	.00	<u>21-6045 CONTINGENCY</u>	0	2/23		
Total 0230107:						9,415.00	.00					
429	KELLER ASSOCIATES, INC.	0230121		<u>PROFESSIONAL SERVICES FROM 01/01-01/28/2023-MERLIN POINTE MODEL EVALUATION</u>	01/28/2023	760.00	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	2/23		
Total 0230121:						760.00	.00					
Total KELLER ASSOCIATES, INC.:						53,512.00	25,000.00					
KUNA LUMBER												
499	KUNA LUMBER	A133475	14994	<u>WATER NOZZLE. R.DAVILA, JAN.'23</u>	01/09/2023	10.34	.00	<u>21-6150 M & R - SYSTEM</u>	0	2/23		
Total A133475:						10.34	.00					
499	KUNA LUMBER	A133985	15149	<u>RAZOR BLADES FOR PAINT REMOVAL ON WINDOWS AT CITY HALL, J. ADAMS, FEB. '23- ADMIN</u>	02/08/2023	4.90	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	0	2/23		
499	KUNA LUMBER	A133985	15149	<u>RAZOR BLADES FOR PAINT REMOVAL ON WINDOWS AT CITY HALL, J. ADAMS, FEB. '23- WATER</u>	02/08/2023	3.35	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	2/23		

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499	KUNA LUMBER	A133985	15149	<u>RAZOR BLADES FOR PAINT REMOVAL ON WINDOWS AT CITY HALL, J. ADAMS, FEB. '23- SEWER</u>	02/08/2023	3.35	.00	<u>21-6140 MAINT. & REPAIR BUILDING</u>	0	2/23		
499	KUNA LUMBER	A133985	15149	<u>RAZOR BLADES FOR PAINT REMOVAL ON WINDOWS AT CITY HALL, J. ADAMS, FEB. '23- PI</u>	02/08/2023	1.32	.00	<u>25-6140 MAINT. & REPAIR BUILDING</u>	0	2/23		
Total A133985:						12.92	.00					
499	KUNA LUMBER	A134003	15159	<u>PIPE TAPE FOR EYE WASH STATION AT PARKS SHOP, J. ADAMS, FEB. '23</u>	02/09/2023	8.08	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	2/23		
Total A134003:						8.08	.00					
499	KUNA LUMBER	A134010	15164	<u>PARTS NEEDED FOR SPRAY RIG & SPRAY BUILDING, R. HENZE, FEB.'23</u>	02/09/2023	103.50	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	2/23		
Total A134010:						103.50	.00					
499	KUNA LUMBER	B168324	14978	<u>1 FOOT CHAIN FOR LIFT STATION, J. COX, JAN. '23</u>	01/05/2023	2.62	.00	<u>21-6140 MAINT. & REPAIR BUILDING</u>	0	2/23		
Total B168324:						2.62	.00					
499	KUNA LUMBER	B168413	14996	<u>EXTENSION CORD ROLLERS, B. VILLANUEVA, JAN. '23</u>	01/09/2023	29.64	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/23		
Total B168413:						29.64	.00					
499	KUNA LUMBER	B168447	15007	<u>DUCT TAPE, B. REED, JAN.'23</u>	01/10/2023	10.06	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/23		

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Total B168447:						10.06	.00					
499	KUNA LUMBER	B168627	15034	<u>GLUE AND WOOD PUTTY FOR NEW SHOP COUNTERS. J. ADAMS. JAN. '23</u>	01/18/2023	15.28	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	2/23		
Total B168627:						15.28	.00					
499	KUNA LUMBER	B168744	15060	<u>MASKING TAPE, PLASTIC AND MASKING PAPER FOR PAINTING RESTROOMS. J. PEREZ. JAN. '22</u>	01/24/2023	30.29	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	2/23		
Total B168744:						30.29	.00					
499	KUNA LUMBER	B168752	15064	<u>MASKING TAPE FOR PAINTING BATHROOMS. J.PEREZ</u>	01/24/2023	16.18	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	2/23		
Total B168752:						16.18	.00					
499	KUNA LUMBER	B168865	15094	<u>MATERIALS TO CONNECT AIR COMPRESSOR AT NEW SHOP. S. HOWELL. JAN. '23</u>	01/30/2023	106.36	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/23		
Total B168865:						106.36	.00					
499	KUNA LUMBER	B168868	15096	<u>INSULATION, PUTTY KNIVES, AND WHITE LITHIUM GREASE FOR SEWER PLANT. J. COX. JAN. 23</u>	01/30/2023	30.74	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	2/23		
Total B168868:						30.74	.00					
499	KUNA LUMBER	B168877	15094	<u>MATERIALS TO CONNECT AIR COMPRESSOR AT NEW SHOP. S. HOWELL. JAN. '23</u>	01/30/2023	6.74	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/23		

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Total B168877:						6.74	.00					
499	KUNA LUMBER	B168881	15101	<u>TRAY LINER, PAINT TRAY, PAINT BRUSH & THINNER TO PAINT PARKS BATHROOMS. B. REED. JAN.23</u>	01/31/2023	52.20	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	2/23		
Total B168881:						52.20	.00					
499	KUNA LUMBER	B168884	15094	<u>MATERIALS TO CONNECT AIR COMPRESSOR AT NEW SHOP. S. HOWELL. JAN. '23</u>	01/31/2023	18.17	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/23		
Total B168884:						18.17	.00					
499	KUNA LUMBER	B168892	15107	<u>REPLACE PROGRAMMING IN PALAMAR STORAGE ROOM. M. DANEAU. JAN. '23</u>	01/31/2023	35.99	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	2/23		
Total B168892:						35.99	.00					
499	KUNA LUMBER	B168894	15110	<u>STEP LADDER. M. DAVILA. JAN. '23</u>	01/31/2023	43.19	.00	<u>20-6175 SMALL TOOLS</u>	0	2/23		
499	KUNA LUMBER	B168894	15110	<u>BLASTER & POLILSH. M. DAVILA. JAN. '23</u>	01/31/2023	33.00	.00	<u>20-6142 MAINT. & REPAIRS-EQUIPMENT</u>	0	2/23		
Total B168894:						76.19	.00					
499	KUNA LUMBER	B168931	15122	<u>BRUSH FOR EPOXY FOR RESTROOM FLOORS. B. VILLANUEVA. FEB. '23</u>	02/02/2023	22.49	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	2/23		
Total B168931:						22.49	.00					
499	KUNA LUMBER	B169019	15139	<u>FLAPPER DISCS AND DRILL BITS FOR DOCK PROJECT. J. MORFIN. FEB. '23</u>	02/07/2023	39.20	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1126	2/23		

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Total B169019:						39.20	.00					
499	KUNA LUMBER	B169024	15140	<u>BALLFIELD NET REPLACEMENT PARTS, B. REED, FEB. '23</u>	02/07/2023	136.32	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	2/23		
Total B169024:						136.32	.00					
499	KUNA LUMBER	B169091	15169	<u>TURN BUCKLES AND ONE INCH WELDING RINGS FOR BALLFIELD NETTING INSTALL, J. PEREZ, FEB. '23</u>	02/10/2023	25.64	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	2/23		
Total B169091:						25.64	.00					
499	KUNA LUMBER	B169098	15177	<u>REPLACEMENT TRASH CANS FOR PARKS, D. ABBOTT, FEB. '23</u>	02/10/2023	125.50	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	2/23		
Total B169098:						125.50	.00					
499	KUNA LUMBER	B169148	15188	<u>TURN BUCKLES FOR BASEBALL FIELD, J. PEREZ, FEB. '23</u>	02/13/2023	31.48	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	2/23		
Total B169148:						31.48	.00					
Total KUNA LUMBER:						945.93	.00					
KUNA MACHINE LLC												
1775	KUNA MACHINE LLC	1413	15020	<u>METAL MATERIAL FOR DOCKS, J. MORFIN, JAN. '23</u>	01/13/2023	657.48	657.48	40-6020 CAPITAL IMPROVEMENTS	1126	2/23	02/10/2023	
Total 1413:						657.48	657.48					
Total KUNA MACHINE LLC:						657.48	657.48					

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KUNA RURAL FIRE DISTRICT (IMPACT)												
1944	KUNA RURAL FIRE DISTRICT (IMPACT)	01312023KRF		<u>KRFD IMPACT FEES, JAN. '23</u>	01/31/2023	57,344.00	57,344.00	<u>30-2082 KRFD IMPACT FEE</u>	0	2/23	02/03/2023	
Total 01312023KRFDI:						57,344.00	57,344.00					
Total KUNA RURAL FIRE DISTRICT (IMPACT):						57,344.00	57,344.00					
MATHESON TRI-GAS INC												
1871	MATHESON TRI-GAS INC	0027138787		<u>HYDRAULIC GAS CYLINDER RENTAL, JAN. '23</u>	01/31/2023	67.93	.00	<u>21-6150 M & R - SYSTEM</u>	0	2/23		
Total 0027138787:						67.93	.00					
Total MATHESON TRI-GAS INC:						67.93	.00					
MISCELLANEOUS #2												
1849	MISCELLANEOUS #2	02122023SB		<u>COMMERCIAL BUILDING INSPECTOR TEST, S. BARKER, FEB. '23</u>	02/12/2023	230.00	.00	<u>01-6265 TRAINING & SCHOOLING</u>	1005	2/23		
Total 02122023SB:						230.00	.00					
1849	MISCELLANEOUS #2	02162022ICCU		<u>OPENING OF CERTIFICATE OF DEPOSIT AT ICCU, FEB. '23</u>	02/16/2023	250,000.00	250,000.00	<u>99-1045 CERTIFICATE OF DEPOSIT ICCU</u>	0	2/23	02/16/2023	
Total 02162022ICCU:						250,000.00	250,000.00					
1849	MISCELLANEOUS #2	02162023KU		<u>CHECK FOR THE OPENING OF THE URA ACCOUNT</u>	02/16/2023	15,000.00	15,000.00	<u>99-1002 CASH IN BANK /BOT CASCADES</u>	0	2/23	02/16/2023	
Total 02162023KU:						15,000.00	15,000.00					
Total MISCELLANEOUS #2:						265,230.00	265,000.00					

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NEW LIFE OFFICE												
1145	NEW LIFE OFFICE	26633	15040	<u>8 LATERAL FILING CABINETS FOR POLICE STATION, J. EDINGER, JAN. '23</u>	01/18/2023	2,490.00	2,490.00	<u>01-6045 CONTINGENCY</u>	1319	2/23	02/03/2023	
Total 26633:						2,490.00	2,490.00					
Total NEW LIFE OFFICE:						2,490.00	2,490.00					
PAIGE MECHANICAL GROUP, INC.												
1654	PAIGE MECHANICAL GROUP, INC.	33223		<u>HVAC REPAIR AT WWTP, JAN. '23</u>	01/31/2023	460.00	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	2/23		
Total 33223:						460.00	.00					
Total PAIGE MECHANICAL GROUP, INC.:						460.00	.00					
PETROLEUM STORAGE TANK FUND												
143	PETROLEUM STORAGE TANK FUND	29075		<u>TANK FUND INSURANCE RENEWAL FOR TWO TANKS AT NEW YORK BOOSTER/ LIFT STATION, JAN. '23</u>	01/05/2023	50.00	50.00	<u>21-6150 M & R - SYSTEM</u>	0	2/23	02/03/2023	
Total 29075:						50.00	50.00					
Total PETROLEUM STORAGE TANK FUND:						50.00	50.00					
PRIDE ELECTRICAL CONTRACTORS INC												
2137	PRIDE ELECTRICAL CONTRACTORS INC	1639	15078	<u>POWER FOR AIR COMPRESSOR FOR THE PARKS SHOP, S. HOWELL, JAN. '23</u>	02/07/2023	1,975.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1323	2/23		
Total 1639:						1,975.00	.00					
Total PRIDE ELECTRICAL CONTRACTORS INC:						1,975.00	.00					
QUADIENT FINANCE USA INC												

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1770	QUADIENT FINANCE USA INC	01312023QF		<u>POSTAGE METER REFILL, JAN. '23- ADMIN</u>	01/31/2023	140.00	140.00	<u>01-6190 POSTAGE & BILLING</u>	0	2/23	02/10/2023	
1770	QUADIENT FINANCE USA INC	01312023QF		<u>POSTAGE METER REFILL, JAN. '23- P&Z</u>	01/31/2023	50.00	50.00	<u>01-6190 POSTAGE & BILLING</u>	1003	2/23	02/10/2023	
1770	QUADIENT FINANCE USA INC	01312023QF		<u>POSTAGE METER REFILL, JAN. '23- WATER</u>	01/31/2023	130.00	130.00	<u>20-6190 POSTAGE & BILLING</u>	0	2/23	02/10/2023	
1770	QUADIENT FINANCE USA INC	01312023QF		<u>POSTAGE METER REFILL, JAN. '23- SEWER</u>	01/31/2023	130.00	130.00	<u>21-6190 POSTAGE & BILLING</u>	0	2/23	02/10/2023	
1770	QUADIENT FINANCE USA INC	01312023QF		<u>POSTAGE METER REFILL, JAN. '23- P.I</u>	01/31/2023	50.00	50.00	<u>25-6190 POSTAGE & BILLING</u>	0	2/23	02/10/2023	
Total 01312023QF:						500.00	500.00					
Total QUADIENT FINANCE USA INC:						500.00	500.00					
QUADIENT LEASING USA, INC												
615	QUADIENT LEASING USA, INC	N9785852		<u>MAIL METER LEASE PAYMENT 12/02/22-03/01/23- ADMIN</u>	01/29/2023	162.65	162.65	<u>01-6190 POSTAGE & BILLING</u>	0	2/23	02/10/2023	
615	QUADIENT LEASING USA, INC	N9785852		<u>MAIL METER LEASE PAYMENT 12/02/22-03/01/23- P&Z</u>	01/29/2023	58.09	58.09	<u>01-6190 POSTAGE & BILLING</u>	1003	2/23	02/10/2023	
615	QUADIENT LEASING USA, INC	N9785852		<u>MAIL METER LEASE PAYMENT 12/02/22-03/01/23- WATER</u>	01/29/2023	151.03	151.03	<u>20-6190 POSTAGE & BILLING</u>	0	2/23	02/10/2023	
615	QUADIENT LEASING USA, INC	N9785852		<u>MAIL METER LEASE PAYMENT 12/02/22-03/01/23- SEWER</u>	01/29/2023	151.03	151.03	<u>21-6190 POSTAGE & BILLING</u>	0	2/23	02/10/2023	
615	QUADIENT LEASING USA, INC	N9785852		<u>MAIL METER LEASE PAYMENT 12/02/22-03/01/23- P.I</u>	01/29/2023	58.09	58.09	<u>25-6190 POSTAGE & BILLING</u>	0	2/23	02/10/2023	
Total N9785852:						580.89	580.89					
Total QUADIENT LEASING USA, INC:						580.89	580.89					
REXEL USA, INC.												
1613	REXEL USA, INC.	3M53426		<u>4 EACH HOUSE SHIELDS FOR STREET LIGHTS, S. HOWELL, JAN. '23</u>	01/24/2023	80.37	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1002	2/23		

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Total 3M53426:						80.37	.00					
1613	REXEL USA, INC.	3P43521	15018	<u>OCCUPANCY SENSOR FOR LIGHT IN BERNIE FISHER BATHROOM. S. HOWELL, JAN. '23</u>	02/02/2023	88.37	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	2/23		
Total 3P43521:						88.37	.00					
1613	REXEL USA, INC.	3P90280		<u>JUNCTION BOX LID FOR STREET LIGHTS. S. HOWELL, JAN. '23</u>	01/23/2023	41.07	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1002	2/23		
Total 3P90280:						41.07	.00					
1613	REXEL USA, INC.	3Q19909	15068	<u>ELECTRICAL FUSES FOR BAR SCREEN SEPARATORS AT WWTP PLANT B. DALLLOIO, JAN. '22</u>	01/25/2023	6.47	.00	<u>21-6150 M & R - SYSTEM</u>	0	2/23		
Total 3Q19909:						6.47	.00					
Total REXEL USA, INC.:						216.28	.00					
RICOH USA, INC. (MAINTENANCE)												
1422	RICOH USA, INC. (MAINTENANCE)	5066670038		<u>COPIER CHARGES, MODEL #IMC2000, SERIAL # C86262110, FOR PARKS 01/01-01/31/23</u>	02/01/2023	16.27	16.27	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	2/23	02/10/2023	
Total 5066670038:						16.27	16.27					
Total RICOH USA, INC. (MAINTENANCE):						16.27	16.27					
RIDGEWOOD ENTERPRISES, INC												
1728	RIDGEWOOD ENTERPRISES, INC	2097445	15191	<u>GASKET KIT FOR WATER GENERATOR. J. DURHAM, FEB. '23</u>	02/14/2023	11.99	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	2/23		

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Total 2097445:						11.99	.00					
Total RIDGEWOOD ENTERPRISES, INC:						11.99	.00					
ROCKWELL HERRON												
2199	ROCKWELL HERRON	01032023RH		<u>SPEAKING SERVICES, OPIOID FUND, JAN. '23</u>	01/03/2023	1,500.00	1,500.00	<u>03-6354 GRANT EXPENDITURES</u>	0	2/23	02/10/2023	
Total 01032023RH:						1,500.00	1,500.00					
Total ROCKWELL HERRON:						1,500.00	1,500.00					
SIMPLOT TURF & HORTICULTURE												
491	SIMPLOT TURF & HORTICULTURE	216063026	15093	<u>HERBICIDE, PESTICIDE AND FERTILIZER, FOR PARKS, B. WITHROW, JAN. '23</u>	02/03/2023	26,402.90	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/23		
491	SIMPLOT TURF & HORTICULTURE	216063026	15093	<u>2 JUGS FLUMIGAR HERBICIDE FOR THE FARM, B. WITHROW, JAN. '23</u>	02/03/2023	1,120.00	.00	<u>21-6090 FARM EXPENDITURES</u>	1004	2/23		
Total 216063026:						27,522.90	.00					
491	SIMPLOT TURF & HORTICULTURE	216063027	15093	<u>6 EACH 30 GALLON GLYSTAR PLUS WEED CONTROL AND 6 EACH 30 GALLON AGRISTAR WEED CONTROL FOR SEWER DEPARTMENT, B. WITHROW, JAN. '23</u>	02/03/2023	9,750.00	.00	<u>21-6150 M & R - SYSTEM</u>	1004	2/23		
Total 216063027:						9,750.00	.00					
Total SIMPLOT TURF & HORTICULTURE:						37,272.90	.00					
SOUTH LANDSCAPE ARCHITECTURE P.C.												
2182	SOUTH LANDSCAPE ARCHITECTURE P.C.	22263-1		<u>SITE PLANNING AND LANDSCAPE CONSTRUCTION DOCUMENTS FOR PARK AT ASHTON ESTATES, FEB. '23</u>	02/01/2023	4,500.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1326	2/23		

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Total 22263-1:						4,500.00	.00					
Total SOUTH LANDSCAPE ARCHITECTURE P.C.:						4,500.00	.00					
TECHNOLOGY SOLUTIONS LLC												
1823	TECHNOLOGY SOLUTIONS LLC	4569		<u>PANIC BUTTON REPLACEMENT FOR P&Z, JAN. '23</u>	01/12/2023	228.79	228.79	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1003	2/23	02/16/2023	
Total 4569:						228.79	228.79					
Total TECHNOLOGY SOLUTIONS LLC:						228.79	228.79					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:08396885	15167	<u>9 EACH 5 GALLON WATER BOTTLES, COFFEE AND PAPER CUPS FOR TREATMENT PLANT, M. WEBB, FEB. '23- WATER</u>	02/10/2023	116.63	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	2/23		
992	TREASURE VALLEY COFFEE	2160:08396885		<u>9 EACH 5 GALLON WATER BOTTLES, COFFEE AND PAPER CUPS FOR TREATMENT PLANT, M. WEBB, FEB. '23- SEWER</u>	02/10/2023	116.63	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	2/23		
992	TREASURE VALLEY COFFEE	2160:08396885		<u>9 EACH 5 GALLON WATER BOTTLES, COFFEE AND PAPER CUPS FOR TREATMENT PLANT, M. WEBB, FEB. '23- P.I</u>	02/10/2023	44.44	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	2/23		
Total 2160:08396885:						277.70	.00					
992	TREASURE VALLEY COFFEE	2160:08500931		<u>ONE CASE OF COFFEE FOR PARKS MAINTENANCE SHOP, FEB. '23</u>	02/08/2023	70.41	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	2/23		
Total 2160:08500931:						70.41	.00					
992	TREASURE VALLEY COFFEE	2160:08782025		<u>ONE EACH COOLER RENTAL, CITY HALL, FEB. '23- ADMIN</u>	02/08/2023	7.60	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	2/23		
992	TREASURE VALLEY COFFEE	2160:08782025		<u>ONE EACH COOLER RENTAL, CITY HALL, FEB. '23- WATER</u>	02/08/2023	5.20	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	2/23		

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992	TREASURE VALLEY COFFEE	2160:08782025		<u>ONE EACH COOLER RENTAL, CITY HALL, FEB. '23- SEWER</u>	02/08/2023	5.20	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	2/23		
992	TREASURE VALLEY COFFEE	2160:08782025		<u>ONE EACH COOLER RENTAL, CITY HALL, FEB. '23- P.I</u>	02/08/2023	2.00	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	2/23		
Total 2160:08782025:						20.00	.00					
992	TREASURE VALLEY COFFEE	2160:08789561	15174	<u>2 EACH 5 GALLON WATER BOTTLES AND ONE COOLER RENTAL FOR PARKS, FEB. '23</u>	02/10/2023	24.40	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	2/23		
Total 2160:08789561:						24.40	.00					
992	TREASURE VALLEY COFFEE	2160:08789601		<u>ONE COOLER RENTAL AND 4 EACH 5 GALLON WATER BOTTLES FOR PARKS MAINTENCE SHOP, FEB. '23</u>	02/10/2023	39.80	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	2/23		
Total 2160:08789601:						39.80	.00					
992	TREASURE VALLEY COFFEE	2160:08849567	15174	<u>5 EACH 5 GALLON WATER BOTTLES FOR CITY HALL FEB. '23- ADMIN</u>	02/10/2023	12.73	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	2/23		
992	TREASURE VALLEY COFFEE	2160:08849567	15174	<u>5 EACH 5 GALLON WATER BOTTLES FOR CITY HALL FEB. '23- WATER</u>	02/10/2023	8.71	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	2/23		
992	TREASURE VALLEY COFFEE	2160:08849567	15174	<u>5 EACH 5 GALLON WATER BOTTLES FOR CITY HALL FEB. '23- SEWER</u>	02/10/2023	8.71	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	2/23		
992	TREASURE VALLEY COFFEE	2160:08849567	15174	<u>5 EACH 5 GALLON WATER BOTTLES FOR CITY HALL FEB. '23- P.I</u>	02/10/2023	3.35	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	2/23		
Total 2160:08849567:						33.50	.00					
Total TREASURE VALLEY COFFEE:						465.81	.00					

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U.S. BANK (VISA)												
1444	U.S. BANK (VISA)	076300406918	14945	<u>SETON.COM. BARRICADES, ROAD CLOSURE SIGNS, CANDLESTICK, S.JONES, DEC.'22</u>	01/05/2023	1,000.00	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	2/23		
Total 0763004069183423496:						1,000.00	.00					
1444	U.S. BANK (VISA)	076300506918	14945	<u>SETON.COM. BARRICADES, ROAD CLOSURE SIGNS, CANDLESTICK, S.JONES, DEC.'22</u>	01/05/2023	431.68	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	2/23		
Total 0763005069183423926:						431.68	.00					
1444	U.S. BANK (VISA)	076300506918	14945	<u>SETON.COM. BARRICADES, ROAD CLOSURE SIGNS, CANDLESTICK, S.JONES, DEC.'22</u>	01/05/2023	455.15	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	2/23		
Total 0763005069183423934:						455.15	.00					
1444	U.S. BANK (VISA)	076301906918	14945	<u>SETON.COM. BARRICADES, ROAD CLOSURE SIGNS, CANDLESTICK, S.JONES, DEC.'22</u>	01/19/2023	113.17	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	2/23		
Total 0763019069184309524:						113.17	.00					
1444	U.S. BANK (VISA)	076301906918	14945	<u>SETON.COM. BARRICADES, ROAD CLOSURE SIGNS, CANDLESTICK, S.JONES, DEC.'22</u>	01/19/2023	1,311.95	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	2/23		
Total 0763019069184309532:						1,311.95	.00					
1444	U.S. BANK (VISA)	106302008333	15045	<u>AMAZON, 5 EACH DESK CHAIRS FOR KUNA POLICE DEPARTMENT, J. EDINGER, JAN.'23</u>	01/19/2023	745.80	.00	<u>01-6045 CONTINGENCY</u>	1319	2/23		

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Total 1063020083333910395:						745.80	.00					
1444	U.S. BANK (VISA)	106302308372	15049	<u>AMAZON, ACCENT CHAIRS FOR KUNA POLICE STATION, J. EDINGER, JAN.'22</u>	01/23/2023	1,284.48	.00	<u>01-6045 CONTINGENCY</u>	1319	2/23		
Total 1063023083726871508:						1,284.48	.00					
1444	U.S. BANK (VISA)	106302308374	15050	<u>AMAZON, ACCENT CHAIRS FOR KUNA POLICE STATION, J. EDINGER, JAN.'22</u>	01/23/2023	1,284.48	.00	<u>01-6045 CONTINGENCY</u>	1319	2/23		
Total 1063023083744207594:						1,284.48	.00					
1444	U.S. BANK (VISA)	215236083905	14929	<u>IDAHO.GOV. LICENSE RENEWAL, R.DAVILA, DEC.'22</u>	12/26/2022	30.00	.00	<u>21-6265 TRAINING & SCHOOLING EXPENSE</u>	0	2/23		
Total 2152360839056283316:						30.00	.00					
1444	U.S. BANK (VISA)	215236086905		<u>ADOBE INC. REOCCURING MONTHLY DUES- WATER</u>	12/26/2022	14.27	.00	<u>20-6075 DUES & MEMBERSHIPS</u>	0	2/23		
1444	U.S. BANK (VISA)	215236086905		<u>ADOBE INC. REOCCURING MONTHLY DUES- SEWER</u>	12/26/2022	14.27	.00	<u>21-6075 DUES & MEMBERSHIPS</u>	0	2/23		
1444	U.S. BANK (VISA)	215236086905		<u>ADOBE INC. REOCCURING MONTHLY DUES- P.I</u>	12/26/2022	5.44	.00	<u>25-6075 DUES & MEMBERSHIPS EXPENSE</u>	0	2/23		
Total 2152360869056283316:						33.98	.00					
1444	U.S. BANK (VISA)	215300485296	14972	<u>BRIGHTLOTS.COM, STREETLIGHT REPAIR PARTS, S. HOWELL, JAN. '23</u>	01/04/2023	253.50	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1002	2/23		
Total 2153004852965438684:						253.50	.00					

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1444	U.S. BANK (VISA)	216236210009	14934	<u>LOWES, POOL SAND FOR SPLASH PAD J. MORFIN, DEC. '22</u>	12/28/2022	225.60	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/23		
1444	U.S. BANK (VISA)	216236210009	14934	<u>LOWES, PAINT, FLOOR COATING FOR PARK BATHROOM J. MORFIN, DEC. '22</u>	12/28/2022	609.54	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	2/23		
Total 2162362100091014424:						835.14	.00					
1444	U.S. BANK (VISA)	216236310037	14911	<u>AMAZON, CAR CHARGES FOR SEWER AND WATER, M. WEBB, DEC. '22</u>	12/29/2022	37.58	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	2/23		
1444	U.S. BANK (VISA)	216236310037	14911	<u>AMAZON, CAR CHARGES FOR SEWER AND WATER, M. WEBB, DEC. '22</u>	12/29/2022	9.40	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	2/23		
Total 2162363100372790527:						46.98	.00					
1444	U.S. BANK (VISA)	216236410168	14953	<u>LOWES, COUNTERTOP FOR SHOP, J.ADAMS, DEC.'22</u>	12/30/2022	79.67	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	2/23		
Total 2162364101687765096:						79.67	.00					
1444	U.S. BANK (VISA)	216236410168	14953	<u>LOWES, COUNTERTOP FOR SHOP, J.ADAMS, DEC.'22</u>	12/30/2022	62.47	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	2/23		
Total 2162364101688473179:						62.47	.00					
1444	U.S. BANK (VISA)	216300210378	14947	<u>AMAZON, 5 SAFTEY GLASSESS THAT GO OVER EYE GLASSES FOR SEWER DEPARTMENT, M. WEBB, DEC. '22</u>	01/02/2023	73.72	.00	<u>21-6230 SAFETY TRAINING & EQUIPMENT</u>	0	2/23		
Total 2163002103786554997:						73.72	.00					
1444	U.S. BANK (VISA)	216300310439		<u>LOWES, SAND FOR SPLASH PAD FILTER, JAN. '23</u>	01/03/2023	71.74	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/23		

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Total 2163003104393752155:						71.74	.00					
1444	U.S. BANK (VISA)	216300410502	14950	<u>AMAZON.COM, FILE CABINETS FOR PARKS SHOP, J.ADAMS, DEC.'22</u>	01/04/2023	590.70	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	2/23		
Total 2163004105020567337:						590.70	.00					
1444	U.S. BANK (VISA)	216300610638	14974	<u>AMAZON, POST IT EASEL PADS, J. LORENTZ, JAN. '23</u>	01/06/2023	49.99	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	2/23		
Total 2163006106388701326:						49.99	.00					
1444	U.S. BANK (VISA)	216300610652	14974	<u>AMAZON, 2 EACH 6 FT SPEEDBUMPS,, J. LORENTZ, JAN. '23</u>	01/06/2023	279.98	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/23		
Total 2163006106527477796:						279.98	.00					
1444	U.S. BANK (VISA)	216300810820	14989	<u>AMAZON, TERMINAL CRIMP TOOL KIT, FLEET- J. LORENTZ, JAN. '23- ADMIN</u>	01/08/2023	72.98	.00	<u>01-6175 SMALL TOOLS</u>	0	2/23		
1444	U.S. BANK (VISA)	216300810820	14989	<u>AMAZON, TERMINAL CRIMP TOOL KIT, FLEET- J. LORENTZ, JAN. '23- WATER</u>	01/08/2023	29.20	.00	<u>20-6175 SMALL TOOLS</u>	0	2/23		
1444	U.S. BANK (VISA)	216300810820	14989	<u>AMAZON, TERMINAL CRIMP TOOL KIT, FLEET- J. LORENTZ, JAN. '23- SEWER</u>	01/08/2023	29.20	.00	<u>21-6175 SMALL TOOLS</u>	0	2/23		
1444	U.S. BANK (VISA)	216300810820	14989	<u>AMAZON, TERMINAL CRIMP TOOL KIT, FLEET- J. LORENTZ, JAN. '23- P.I</u>	01/08/2023	14.60	.00	<u>25-6175 SMALL TOOLS</u>	0	2/23		
Total 2163008108202575769:						145.98	.00					
1444	U.S. BANK (VISA)	216301210107	14974	<u>AMAZON, 3 EACH CLIPBOARDS FOR EVENTS, J. LORENTZ, JAN. '23</u>	01/12/2023	38.70	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	2/23		

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Total 2163012101072782148:						38.70	.00					
1444	U.S. BANK (VISA)	216301400000		<u>1099ONLINE.COM, 1099 REPORTING, JAN.23-ADMIN</u>	01/13/2023	21.82	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	2/23		
1444	U.S. BANK (VISA)	216301400000		<u>1099ONLINE.COM, 1099 REPORTING, JAN.23- WATER</u>	01/13/2023	28.80	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	2/23		
1444	U.S. BANK (VISA)	216301400000		<u>1099ONLINE.COM, 1099 REPORTING, JAN.23- SEWER</u>	01/13/2023	28.80	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	2/23		
1444	U.S. BANK (VISA)	216301400000		<u>1099ONLINE.COM, 1099 REPORTING, JAN.23- P.I</u>	01/13/2023	7.84	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	2/23		
Total 2163014000002958341:						87.26	.00					
1444	U.S. BANK (VISA)	216301610371	14974	<u>AMAZON, POST IT EASEL PADS,2 EACH RUBBER CORD PROTECTORS, J. LORENTZ, JAN. '23</u>	01/16/2023	152.97	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	2/23		
Total 2163016103712502742:						152.97	.00					
1444	U.S. BANK (VISA)	216302010637	15048	<u>AMAZON, CONFERENCE ROOM TABLE FOR KUNA POLICE STATION, J. EDINGER, JAN. '22</u>	01/20/2023	805.99	.00	<u>01-6045 CONTINGENCY</u>	1319	2/23		
Total 2163020106370706509:						805.99	.00					
1444	U.S. BANK (VISA)	216302010642	15044	<u>AMAZON, CONFRANCE CHAIRS FOR KUNA POLICE STATION, J. EDINGER, JAN '23</u>	01/20/2023	1,491.60	.00	<u>01-6045 CONTINGENCY</u>	1319	2/23		
Total 2163020106423479617:						1,491.60	.00					
1444	U.S. BANK (VISA)	216302400003	15063	<u>BLACK RIFLE COFFEE, COFFEE FOR P&Z, J. REID, JAN. '22</u>	01/24/2023	90.09	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	2/23		

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Total 2163024000031607602:						90.09	.00					
1444	U.S. BANK (VISA)	216302410945		<u>UTAH AGRC, GIS MEMBERSHIP RENEWAL, JAN'23-ADMIN</u>	01/24/2023	150.00	.00	01-6075 DUES & MEMBERSHIPS	0	2/23		
1444	U.S. BANK (VISA)	216302410945		<u>UTAH AGRC, GIS MEMBERSHIP RENEWAL, JAN'23- WATER</u>	01/24/2023	210.00	.00	20-6075 DUES & MEMBERSHIPS	0	2/23		
1444	U.S. BANK (VISA)	216302410945		<u>UTAH AGRC, GIS MEMBERSHIP RENEWAL, JAN'23- SEWER</u>	01/24/2023	210.00	.00	21-6075 DUES & MEMBERSHIPS	0	2/23		
1444	U.S. BANK (VISA)	216302410945		<u>UTAH AGRC, GIS MEMBERSHIP RENEWAL, JAN'23- P.I</u>	01/24/2023	30.00	.00	25-6075 DUES & MEMBERSHIPS EXPENSE	0	2/23		
Total 2163024109450474606:						600.00	.00					
1444	U.S. BANK (VISA)	216302500000		<u>1099ONLINE.COM, 1099 REPORTING, JAN. '23- ADMIN</u>	01/24/2023	.99	.00	01-6165 OFFICE SUPPLIES	0	2/23		
1444	U.S. BANK (VISA)	216302500000		<u>1099ONLINE.COM, 1099 REPORTING, JAN. '23- WATER</u>	01/24/2023	1.31	.00	20-6165 OFFICE SUPPLIES	0	2/23		
1444	U.S. BANK (VISA)	216302500000		<u>1099ONLINE.COM, 1099 REPORTING, JAN. '23- SEWER</u>	01/24/2023	1.31	.00	21-6165 OFFICE SUPPLIES	0	2/23		
1444	U.S. BANK (VISA)	216302500000		<u>1099ONLINE.COM, 1099 REPORTING, JAN. '23- P.I</u>	01/24/2023	.36	.00	25-6165 OFFICE SUPPLIES	0	2/23		
Total 2163025000002739805:						3.97	.00					
1444	U.S. BANK (VISA)	216302500000		<u>1099ONLINE.COM, 1099 REPORTING, URBAN RENEWAL, JAN. '23</u>	01/24/2023	3.97	.00	01-6165 OFFICE SUPPLIES	4000	2/23		
Total 2163025000005258298:						3.97	.00					
1444	U.S. BANK (VISA)	216302510008	15062	<u>AMAZON, WOODEN COFFEE STIR STICKS FOR P&Z, J. REID, JAN. '22</u>	01/25/2023	12.99	.00	01-6165 OFFICE SUPPLIES	1003	2/23		

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				<u>WATER</u>	01/10/2023	10.83	.00	20-6165 OFFICE SUPPLIES	0	2/23		
1444	U.S. BANK (VISA)	244310630100	14990	<u>AMAZON. MESH SINGLE POCKET HANGING RACKS FOR FILES, D. CROSSLEY, JAN '23-SEWER</u>	01/10/2023	10.83	.00	21-6165 OFFICE SUPPLIES	0	2/23		
1444	U.S. BANK (VISA)	244310630100		<u>AMAZON. MESH SINGLE POCKET HANGING RACKS FOR FILES, D. CROSSLEY, JAN '23-P.I</u>	01/10/2023	4.12	.00	25-6165 OFFICE SUPPLIES	0	2/23		
Total 24431063010083355914590:						25.78	.00					
1444	U.S. BANK (VISA)	247330930019	15033	<u>IDAHO.GOV IBOL. MEMBERSHIP RENEWAL FOR J.WEBB, JAN.23-WATER</u>	01/18/2023	80.00	.00	20-6265 TRAINING & SCHOOLING EXPENSE	0	2/23		
1444	U.S. BANK (VISA)	247330930019	15033	<u>IDAHO.GOV IBOL. MEMBERSHIP RENEWAL FOR J.WEBB, JAN.23- P.I</u>	01/18/2023	20.00	.00	25-6265 TRAINING & SCHOOLING EXPENSE	0	2/23		
Total 247330930019091567001885:						100.00	.00					
1444	U.S. BANK (VISA)	247330930070	14988	<u>IDAHO.GOV. R. DAVILA WASTE WATER 2 TESTING, T. HAMILTON, JAN.'23</u>	01/06/2023	170.00	.00	21-6265 TRAINING & SCHOOLING EXPENSE	0	2/23		
Total 24733093007091566004694:						170.00	.00					
1444	U.S. BANK (VISA)	248019730118	15014	<u>IRWA SUNCOAST, J. LISH WASTEWATER CLASS RENEWAL, D. CROSSLEY,- WATER</u>	01/11/2023	120.00	.00	20-6265 TRAINING & SCHOOLING EXPENSE	0	2/23		
1444	U.S. BANK (VISA)	248019730118	15014	<u>IRWA SUNCOAST, J. LISH WASTEWATER CLASS RENEWAL, D. CROSSLEY,- P.I</u>	01/11/2023	30.00	.00	25-6265 TRAINING & SCHOOLING EXPENSE	0	2/23		
Total 24801973011872560421438:						150.00	.00					

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1444	U.S. BANK (VISA)	295236361284	14944	<u>CROWD CONTROL STORE.COM. CROWD CONTROL BARRELS FOR EVENTS. S.JONES. DEC.'22</u>	12/29/2022	816.62	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	2/23		
Total 2952363612843452498:						816.62	.00					
1444	U.S. BANK (VISA)	301300701019	14986	<u>HOME DEPOT. SHELVING FOR PARKS SPRAY SHOP. R. HENZE. JAN.'23</u>	01/06/2023	1,116.00	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	2/23		
Total 3013007010190101688:						1,116.00	.00					
1444	U.S. BANK (VISA)	309236240054	14929	<u>IDAHO.GOV. WASTE WATER TREATMENT OPERATOR CLASS I LICENSE RENEWAL. R.DAVILA. DEC.'22</u>	12/27/2022	30.00	.00	<u>21-6265 TRAINING & SCHOOLING EXPENSE</u>	0	2/23		
Total 3092362400541026485:						30.00	.00					
1444	U.S. BANK (VISA)	309301109156	14981	<u>ITD. LICENSE PLATES FOR POLICE TRAILER FOR MOTORCYCLES</u>	01/10/2023	23.69	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	2/23		
Total 3093011091560019460:						23.69	.00					
1444	U.S. BANK (VISA)	309302140074	15053	<u>IDAHO.GOV DOPL. LAND APP. T.FLEMING. JAN.'23</u>	01/20/2023	100.00	.00	<u>21-6265 TRAINING & SCHOOLING EXPENSE</u>	0	2/23		
Total 3093021400745000113:						100.00	.00					
1444	U.S. BANK (VISA)	338300500040	14983	<u>COZY BLUE. DOWN PAYMENT FOR FLOWER TRUCK FOR MIMOSA'S WITH MOM EVENT. S.JONES. JAN.'23</u>	01/05/2023	840.68	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	2/23		
Total 3383005000406120077:						840.68	.00					

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1444	U.S. BANK (VISA)	705236464364	14931	<u>MUCKS.COM, 1 PAIR OF MUCK BOOTS FOR J.MORFIN, DEC.'22</u>	12/30/2022	212.00	.00	<u>01-6230 SAFETY TRAINING & EQUIPMENT</u>	1004	2/23		
Total 7052364643644352884:						212.00	.00					
1444	U.S. BANK (VISA)	705301916019		<u>PARKBOI, PARKING PASSESS FOR HORTICULTURE EXPO FOR PARK OFFICE, JAN. '23</u>	01/18/2023	15.00	.00	<u>01-6265 TRAINING & SCH00LING</u>	1004	2/23		
Total 7053019160194343863:						15.00	.00					
1444	U.S. BANK (VISA)	705301917019		<u>PARKBOI, PARKING PASSESS FOR HORTICULTURE EXPO FOR PARK OFFICE, JAN. '23</u>	01/18/2023	15.00	.00	<u>01-6265 TRAINING & SCH00LING</u>	1004	2/23		
Total 7053019170190347073:						15.00	.00					
1444	U.S. BANK (VISA)	705302016020		<u>PARKBOI, PARKING PASSESS FOR HORTICULTURE EXPO FOR PARK OFFICE, JAN. '23</u>	01/19/2023	15.00	.00	<u>01-6265 TRAINING & SCH00LING</u>	1004	2/23		
Total 7053020160206784325:						15.00	.00					
1444	U.S. BANK (VISA)	705302016020		<u>PARKBOI, PARKING PASSESS FOR HORTICULTURE EXPO FOR PARK OFFICE, JAN. '23</u>	01/19/2023	12.00	.00	<u>01-6265 TRAINING & SCH00LING</u>	1004	2/23		
Total 7053020160206784333:						12.00	.00					
1444	U.S. BANK (VISA)	705302017020		<u>PARKBOI, PARKING PASSESS FOR HORTICULTURE EXPO FOR PARK OFFICE, JAN. '23</u>	01/19/2023	15.00	.00	<u>01-6265 TRAINING & SCH00LING</u>	1004	2/23		
Total 7053020170203152319:						15.00	.00					
1444	U.S. BANK (VISA)	705302117021		<u>PARKBOI, PARKING PASSESS FOR HORTICULTURE EXPO FOR PARK OFFICE, JAN. '23</u>	01/20/2023	12.00	.00	<u>01-6265 TRAINING & SCH00LING</u>	1004	2/23		

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Total 7053021170214712993:						12.00	.00					
1444	U.S. BANK (VISA)	746236400147	14936	<u>TRACTOR SUPPLY, MUCK BOOTS FOR C.STRAKER, DEC.'22</u>	12/29/2022	159.99	.00	<u>01-6230 SAFETY TRAINING & EQUIPMENT</u>	1004	2/23		
Total 7462364001479355220:						159.99	.00					
1444	U.S. BANK (VISA)	746300200085	14948	<u>TRACTOR SUPPLY, COAT FOR NEW SEWER CREW MEMBER J. BOSTON, M. WEBB, DEC. '22</u>	12/31/2022	129.99	.00	<u>21-6285 UNIFORMS EXPENSE</u>	0	2/23		
Total 7463002000858821998:						129.99	.00					
1444	U.S. BANK (VISA)	746302500136	15065	<u>USPS, POSTAGE FOR SHIPPING CODIFICATON FOR CLERKS OFFICE, N. STANLEY, JAN. '23</u>	01/24/2023	12.65	.00	<u>01-6190 POSTAGE & BILLING</u>	0	2/23		
Total 7463025001367037335:						12.65	.00					
1444	U.S. BANK (VISA)	747302400001	15054	<u>PREPBLAST IDOPL, WASTE WATER COLLECTION CLASS II EXAM T. HAMILTON, D. CROSSLEY, JAN '23</u>	01/23/2023	25.00	.00	<u>21-6265 TRAINING & SCHOOLING EXPENSE</u>	0	2/23		
Total 7473024000018785854:						25.00	.00					
Total U.S. BANK (VISA):						17,089.38	.00					
ULINE INC												
2065	ULINE INC	159373458	15061	<u>13 EACH LOCKERS FOR PARKS DEPT. M. WEBB, JAN. '23</u>	01/24/2023	8,243.41	8,243.41	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1323	2/23	02/10/2023	
Total 159373458:						8,243.41	8,243.41					
Total ULINE INC:						8,243.41	8,243.41					

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ULTIMATE HEATING & AIR, INC.												
1538	ULTIMATE HEATING & AIR, INC.	109582		<u>HEATER REPAIR AT SENIOR CENTER, FEB. '23</u>	02/08/2023	548.00	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1001	2/23		
Total 109582:						548.00	.00					
Total ULTIMATE HEATING & AIR, INC.:						548.00	.00					
UNITED SITE SERVICES OF NEVADA INC												
2124	UNITED SITE SERVICES OF NEVADA INC	114-13519469		<u>ADA WHEELCHAIR AND STANDARD PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 02/07-03/06/23- ECON VILLAGE</u>	02/10/2023	272.00	272.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	0	2/23	02/16/2023	
Total 114-13519469:						272.00	272.00					
2124	UNITED SITE SERVICES OF NEVADA INC	114-13520260		<u>ADA WHEELCHAIR ACCESSIBLE AND STANDARD PORTABLE RESTROOM RENTAL WEEKLY SERVICE, 02/09-03/08/23- GREENBELT</u>	02/13/2023	279.50	279.50	<u>01-6212 RENT-EQUIPMENT</u>	1004	2/23	02/16/2023	
Total 114-13520260:						279.50	279.50					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-01388794		<u>ADA PORTABLE RESTROOM RENTAL, 01/02-01/29/23, WINCHESTER PARK/ SUTTERS MILL</u>	01/31/2023	144.00	144.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	2/23	02/03/2023	
Total INV-01388794:						144.00	144.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-01388795		<u>ADA PORTABLE RESTROOM RENTAL, 01/02-01/29/23, THE FARM PARK</u>	01/31/2023	207.00	207.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	2/23	02/03/2023	
Total INV-01388795:						207.00	207.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-01388797		<u>ADA PORTABLE RESTROOM RENTAL, 01/02-01/29/23, ARBOR RIDGE PARK</u>	01/31/2023	207.00	207.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	2/23	02/03/2023	

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Total INV-01388797:						207.00	207.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-01390067		<u>ADA PORTABLE RESTROOM RENTAL, 01/02-01/29/23, SEGO PRAIRIE POND/ NICHOLSON PARK</u>	01/31/2023	211.50	211.50	<u>01-6212 RENT-EQUIPMENT</u>	1004	2/23	02/03/2023	
Total INV-01390067:						211.50	211.50					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-01390069		<u>STANDARD PORTABLE RESTROOM RENTAL, 01/02-01/29/23, CITY FARM</u>	01/31/2023	100.00	100.00	<u>21-6090 FARM EXPENDITURES</u>	0	2/23	02/03/2023	
Total INV-01390069:						100.00	100.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-01392175		<u>ADA PORTABLE RESTROOM RENTAL BI-WEEKLY SERVICE, 12/05/22-01/01/23, SADIE CREEK</u>	02/01/2023	165.50	165.50	<u>01-6212 RENT-EQUIPMENT</u>	1004	2/23	02/03/2023	
2124	UNITED SITE SERVICES OF NEVADA INC	INV-01392175		<u>ADA PORTABLE RESTROOM RENTAL BI-WEEKLY SERVICE, 01/02-01/29/23, SADIE CREEK</u>	02/01/2023	165.50	165.50	<u>01-6212 RENT-EQUIPMENT</u>	1004	2/23	02/03/2023	
Total INV-01392175:						331.00	331.00					
Total UNITED SITE SERVICES OF NEVADA INC:						1,752.00	1,752.00					
UTILITY REFUND - #15												
2166	UTILITY REFUND - #15	131180.02		<u>CAPSTONE IDAHO LLC, 1463 W RYEGRASS CT, UTILITY REFUND</u>	02/13/2023	6.92	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	131180.02		<u>CAPSTONE IDAHO LLC, 1463 W RYEGRASS CT, UTILITY REFUND</u>	02/13/2023	7.61	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
2166	UTILITY REFUND - #15	131180.02		<u>CAPSTONE IDAHO LLC, 1463 W RYEGRASS CT, UTILITY REFUND</u>	02/13/2023	5.32	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/23		

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Total 131180.02:						19.85	.00					
2166	UTILITY REFUND - #15	161080.03		<u>BRETT UENO, 333 W CASE ST, UTILITY REFUND</u>	02/13/2023	45.54	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	161080.03		<u>BRETT UENO, 333 W CASE ST, UTILITY REFUND</u>	02/13/2023	44.75	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
2166	UTILITY REFUND - #15	161080.03		<u>BRETT UENO, 333 W CASE ST, UTILITY REFUND</u>	02/13/2023	28.40	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/23		
Total 161080.03:						118.69	.00					
2166	UTILITY REFUND - #15	171104.00		<u>CBH, 2121 W TROUT LILY ST, UTILITY REFUND</u>	01/27/2023	51.15	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	171104.00		<u>CBH, 2121 W TROUT LILY ST, UTILITY REFUND</u>	01/27/2023	38.21	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 171104.00:						89.36	.00					
2166	UTILITY REFUND - #15	171106.00		<u>CBH, 2089 W TROUT LILY ST, UTILITY REFUND</u>	01/19/2023	122.65	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	171106.00		<u>CBH, 2089 W TROUT LILY ST, UTILITY REFUND</u>	01/19/2023	56.50	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 171106.00:						179.15	.00					
2166	UTILITY REFUND - #15	171110.00		<u>CBH, 30 N CRANESBILL AVE, UTILITY REFUND</u>	01/27/2023	54.52	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	171110.00		<u>CBH, 30 N CRANESBILL AVE, UTILITY REFUND</u>	01/27/2023	44.74	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 171110.00:						99.26	.00					
2166	UTILITY REFUND - #15	171131.00		<u>CBH, 77 N CRANESBILL AVE, UTILITY REFUND</u>	01/24/2023	63.42	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		

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2166	UTILITY REFUND - #15	171131.00		<u>CBH, 77 N CRANESBILL AVE, UTILITY REFUND</u>	01/24/2023	49.02	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 171131.00:						112.44	.00					
2166	UTILITY REFUND - #15	210125.04		<u>STEPHEN SANDOVAL, 2263 N BAYWING HAWK PL., UTILITY REFUND</u>	02/10/2023	37.25	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	210125.04		<u>STEPHEN SANDOVAL, 2263 N BAYWING HAWK PL., UTILITY REFUND</u>	02/10/2023	48.60	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
2166	UTILITY REFUND - #15	210125.04		<u>STEPHEN SANDOVAL, 2263 N BAYWING HAWK PL., UTILITY REFUND</u>	02/10/2023	35.96	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/23		
Total 210125.04:						121.81	.00					
2166	UTILITY REFUND - #15	220735.03		<u>TERRY L ZURAFF, 408 E GREAT BEAR ST, UTILITY REFUND</u>	02/14/2023	65.89	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	220735.03		<u>TERRY L ZURAFF, 408 E GREAT BEAR ST, UTILITY REFUND</u>	02/14/2023	92.97	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
2166	UTILITY REFUND - #15	220735.03		<u>TERRY L ZURAFF, 408 E GREAT BEAR ST, UTILITY REFUND</u>	02/14/2023	59.31	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/23		
Total 220735.03:						218.17	.00					
2166	UTILITY REFUND - #15	221913.00		<u>HUBBLE HOMES, 1314 S THREAVE AVE., UTILITY REFUND</u>	02/09/2023	95.40	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	221913.00		<u>HUBBLE HOMES, 1314 S THREAVE AVE., UTILITY REFUND</u>	02/09/2023	22.97	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 221913.00:						118.37	.00					

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2166	UTILITY REFUND - #15	221931.00		<u>HUBBLE HOMES, 1338 S WISTON AVE, UTILITY REFUND</u>	01/24/2023	55.86	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	221931.00		<u>HUBBLE HOMES, 1338 S WISTON AVE, UTILITY REFUND</u>	01/24/2023	33.52	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 221931.00:						89.38	.00					
2166	UTILITY REFUND - #15	221940.00		<u>HUBBLE HOMES, 1299 S WISTON AVE, UTILITY REFUND</u>	01/27/2023	54.12	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	221940.00		<u>HUBBLE HOMES, 1299 S WISTON AVE, UTILITY REFUND</u>	01/27/2023	35.25	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 221940.00:						89.37	.00					
2166	UTILITY REFUND - #15	261045.05		<u>TASIA DAVIS, 2127 N MAROON AVE, UTILITY REFUND</u>	02/14/2023	71.94	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	261045.05		<u>TASIA DAVIS, 2127 N MAROON AVE, UTILITY REFUND</u>	02/14/2023	85.94	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
2166	UTILITY REFUND - #15	261045.05		<u>TASIA DAVIS, 2127 N MAROON AVE, UTILITY REFUND</u>	02/14/2023	64.95	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/23		
Total 261045.05:						222.83	.00					
2166	UTILITY REFUND - #15	264560.03		<u>TIMOTHY SUDBROCK, 2041 N MAUVE AVE, UTILITY REFUND</u>	02/15/2023	45.78	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	264560.03		<u>TIMOTHY SUDBROCK, 2041 N MAUVE AVE, UTILITY REFUND</u>	02/15/2023	55.95	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
2166	UTILITY REFUND - #15	264560.03		<u>TIMOTHY SUDBROCK, 2041 N MAUVE AVE, UTILITY REFUND</u>	02/15/2023	48.29	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/23		
Total 264560.03:						150.02	.00					

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2166	UTILITY REFUND - #15	277316.02		<u>GLENN ELDON WELCH, 308 W SCREECH OWL DR, UTILITY REFUND</u>	02/07/2023	32.82	.00	<u>20-4500_METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	277316.02		<u>GLENN ELDON WELCH, 308 W SCREECH OWL DR, UTILITY REFUND</u>	02/07/2023	36.12	.00	<u>21-4600_SEWER USER FEES</u>	0	2/23		
2166	UTILITY REFUND - #15	277316.02		<u>GLENN ELDON WELCH, 308 W SCREECH OWL DR, UTILITY REFUND</u>	02/07/2023	25.27	.00	<u>26-4975_SOLID WASTE USER FEES</u>	0	2/23		
Total 277316.02:						94.21	.00					
2166	UTILITY REFUND - #15	277619.00		<u>CBH, 745 W TREEHOUSE WAY, UTILITY REFUND</u>	01/20/2023	71.31	.00	<u>20-4500_METERED WATER SALES</u>	0	2/23		
Total 277619.00:						71.31	.00					
2166	UTILITY REFUND - #15	277625.00		<u>CBH, 786 W TREEHOUSE WAY, UTILITY REFUND</u>	01/27/2023	43.95	.00	<u>20-4500_METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	277625.00		<u>CBH, 786 W TREEHOUSE WAY, UTILITY REFUND</u>	01/27/2023	47.18	.00	<u>21-4600_SEWER USER FEES</u>	0	2/23		
Total 277625.00:						91.13	.00					
2166	UTILITY REFUND - #15	277706.00		<u>CBH, 523 W TANZANITE CT, UTILITY REFUND</u>	01/27/2023	61.01	.00	<u>20-4500_METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	277706.00		<u>CBH, 523 W TANZANITE CT, UTILITY REFUND</u>	01/27/2023	28.33	.00	<u>21-4600_SEWER USER FEES</u>	0	2/23		
Total 277706.00:						89.34	.00					
2166	UTILITY REFUND - #15	277710.00		<u>CBH, 522 W TANZANITE CT, UTILITY REFUND</u>	01/18/2023	81.86	.00	<u>20-4500_METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	277710.00		<u>CBH, 522 W TANZANITE CT, UTILITY REFUND</u>	01/18/2023	3.45	.00	<u>21-4600_SEWER USER FEES</u>	0	2/23		

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				<u>REFUND</u>	01/20/2023	23.66	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
2166	UTILITY REFUND - #15	281561.00		<u>HALLMARK HOMES, 2101 N SUNSET FARM PL, UTILITY REFUND</u>	01/20/2023	-10.43	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/23		
	Total 281561.00:					51.50	.00					
2166	UTILITY REFUND - #15	281562.00		<u>HARDING HOMES, 2100 N SUNSET FARM PL, UTILITY REFUND</u>	02/09/2023	98.86	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
	Total 281562.00:					98.86	.00					
2166	UTILITY REFUND - #15	302568.00		<u>SCHROEDER ENTERPRISES, 832 E ESQUEL ST, UTILITY REFUND</u>	01/27/2023	43.53	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	302568.00		<u>SCHROEDER ENTERPRISES, 832 E ESQUEL ST, UTILITY REFUND</u>	01/27/2023	1.78	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
	Total 302568.00:					45.31	.00					
2166	UTILITY REFUND - #15	302621.00		<u>RIVERWOOD HOMES, 9056 S FUEGO AVE, UTILITY REFUND</u>	01/19/2023	24.04	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	302621.00		<u>RIVERWOOD HOMES, 9056 S FUEGO AVE, UTILITY REFUND</u>	01/19/2023	23.29	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
	Total 302621.00:					47.33	.00					
2166	UTILITY REFUND - #15	303616.00		<u>HUBBLE HOMES, 2807 N RAPID CREEK WAY, UTILITY REFUND</u>	01/19/2023	50.26	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	303616.00		<u>HUBBLE HOMES, 2807 N RAPID CREEK WAY, UTILITY REFUND</u>	01/19/2023	35.08	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		

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Total 303616.00:						85.34	.00					
2166	UTILITY REFUND - #15	303672.00		<u>HUBBLE HOMES, 2950 N RAPID CREEK WAY, UTILITY REFUND</u>	01/27/2023	51.40	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	303672.00		<u>HUBBLE HOMES, 2950 N RAPID CREEK WAY, UTILITY REFUND</u>	01/27/2023	37.91	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 303672.00:						89.31	.00					
2166	UTILITY REFUND - #15	303675.00		<u>HUBBLE HOMES, 2910 N RAPID CREEK WAY, UTILITY REFUND</u>	01/19/2023	92.30	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	303675.00		<u>HUBBLE HOMES, 2910 N RAPID CREEK WAY, UTILITY REFUND</u>	01/19/2023	74.05	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 303675.00:						166.35	.00					
2166	UTILITY REFUND - #15	303677.00		<u>HUBBLE HOMES, 658 E WARRIOR BASIN ST, UTILITY REFUND</u>	01/20/2023	93.23	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	303677.00		<u>HUBBLE HOMES, 658 E WARRIOR BASIN ST, UTILITY REFUND</u>	01/20/2023	69.57	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 303677.00:						162.80	.00					
2166	UTILITY REFUND - #15	303687.00		<u>HUBBLE HOMES, 2747 N RIDGECREEK AVE, UTILITY REFUND</u>	01/27/2023	49.53	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	303687.00		<u>HUBBLE HOMES, 2747 N RIDGECREEK AVE, UTILITY REFUND</u>	01/27/2023	35.66	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 303687.00:						85.19	.00					
2166	UTILITY REFUND - #15	320211.00		<u>HAYDEN HOMES, 2073 E TUGELA FALLS ST, UTILITY REFUND</u>	01/27/2023	65.34	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		

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2166	UTILITY REFUND - #15	320211.00		<u>HAYDEN HOMES, 2073 E TUGELA FALLS ST. UTILITY REFUND</u>	01/27/2023	45.28	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 320211.00:						110.62	.00					
2166	UTILITY REFUND - #15	320225.00		<u>HAYDEN HOMES, 1011 N RYDE AVE. UTILITY REFUND</u>	01/24/2023	44.42	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	320225.00		<u>HAYDEN HOMES, 1011 N RYDE AVE. UTILITY REFUND</u>	01/24/2023	40.81	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 320225.00:						85.23	.00					
2166	UTILITY REFUND - #15	320226.00		<u>HAYDEN HOMES, 1023 N RYDE AVE. UTILITY REFUND</u>	01/24/2023	52.70	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	320226.00		<u>HAYDEN HOMES, 1023 N RYDE AVE. UTILITY REFUND</u>	01/24/2023	32.56	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 320226.00:						85.26	.00					
2166	UTILITY REFUND - #15	320232.00		<u>HAYDEN HOMES, 1083 N RYDE AVE. UTILITY REFUND</u>	02/09/2023	53.66	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	320232.00		<u>HAYDEN HOMES, 1083 N RYDE AVE. UTILITY REFUND</u>	02/09/2023	40.04	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 320232.00:						93.70	.00					
2166	UTILITY REFUND - #15	330520.00		<u>TOLL BROS INC, 975 E SWEET PEARL ST. UTILITY REFUND</u>	01/19/2023	38.00	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	330520.00		<u>TOLL BROS INC, 975 E SWEET PEARL ST. UTILITY REFUND</u>	01/19/2023	38.25	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 330520.00:						76.25	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2166	UTILITY REFUND - #15	360010.00		<u>SHALC GC INC, 11908 W WELLNESS LN, UTILITY REFUND</u>	01/27/2023	28.05	.00	<u>20-4500_METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	360010.00		<u>SHALC GC INC, 11908 W WELLNESS LN, UTILITY REFUND</u>	01/27/2023	58.17	.00	<u>21-4600_SEWER USER FEES</u>	0	2/23		
Total 360010.00:						86.22	.00					
2166	UTILITY REFUND - #15	360012.00		<u>SHALC GC INC, 11876 W WELLNESS LN, UTILITY REFUND</u>	01/20/2023	25.11	.00	<u>20-4500_METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	360012.00		<u>SHALC GC INC, 11876 W WELLNESS LN, UTILITY REFUND</u>	01/20/2023	52.09	.00	<u>21-4600_SEWER USER FEES</u>	0	2/23		
Total 360012.00:						77.20	.00					
2166	UTILITY REFUND - #15	360016.00		<u>SHALC GC INC, 12033 S COURAGE LN, UTILITY REFUND</u>	01/19/2023	24.55	.00	<u>20-4500_METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	360016.00		<u>SHALC GC INC, 12033 S COURAGE LN, UTILITY REFUND</u>	01/19/2023	50.91	.00	<u>21-4600_SEWER USER FEES</u>	0	2/23		
Total 360016.00:						75.46	.00					
2166	UTILITY REFUND - #15	91240.02		<u>ANDRES S. AYALA RUIZ, 939 N QUARTZITE AVE, UTILITY REFUND</u>	02/03/2023	20.01	.00	<u>20-4500_METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	91240.02		<u>ANDRES S. AYALA RUIZ, 939 N QUARTZITE AVE, UTILITY REFUND</u>	02/03/2023	26.30	.00	<u>21-4600_SEWER USER FEES</u>	0	2/23		
2166	UTILITY REFUND - #15	91240.02		<u>ANDRES S. AYALA RUIZ, 939 N QUARTZITE AVE, UTILITY REFUND</u>	02/03/2023	17.40	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/23		

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 91240.02:						63.71	.00					
Total UTILITY REFUND - #15:						3,897.61	.00					
VALLI INFORMATION SYSTEMS, INC												
857	VALLI INFORMATION SYSTEMS, INC	86556		<u>STATEMENT PRINTING AND POSTAGE JAN. '23- ADMIN</u>	01/31/2023	2,227.61	2,227.61	<u>01-6190 POSTAGE & BILLING</u>	0	2/23	02/10/2023	
857	VALLI INFORMATION SYSTEMS, INC	86556		<u>STATEMENT PRINTING AND POSTAGE JAN. '23- WATER</u>	01/31/2023	1,524.15	1,524.15	<u>20-6190 POSTAGE & BILLING</u>	0	2/23	02/10/2023	
857	VALLI INFORMATION SYSTEMS, INC	86556		<u>STATEMENT PRINTING AND POSTAGE JAN. '23- SEWER</u>	01/31/2023	1,524.15	1,524.15	<u>20-6190 POSTAGE & BILLING</u>	0	2/23	02/10/2023	
857	VALLI INFORMATION SYSTEMS, INC	86556		<u>STATEMENT PRINTING AND POSTAGE JAN. '23- P.I</u>	01/31/2023	586.22	586.22	<u>25-6190 POSTAGE & BILLING</u>	0	2/23	02/10/2023	
Total 86556:						5,862.13	5,862.13					
857	VALLI INFORMATION SYSTEMS, INC	86557		<u>LOCKBOX TRANSACTIONS FOR JAN.'23- ADMIN</u>	01/31/2023	64.74	64.74	<u>01-6505 BANK FEES</u>	0	2/23	02/10/2023	
857	VALLI INFORMATION SYSTEMS, INC	86557		<u>LOCKBOX TRANSACTIONS FOR JAN.'23- WATER</u>	01/31/2023	44.29	44.29	<u>20-6505 BANK FEES</u>	0	2/23	02/10/2023	
857	VALLI INFORMATION SYSTEMS, INC	86557		<u>LOCKBOX TRANSACTIONS FOR JAN.'23- SEWER</u>	01/31/2023	44.29	44.29	<u>21-6505 BANK FEES</u>	0	2/23	02/10/2023	
857	VALLI INFORMATION SYSTEMS, INC	86557		<u>LOCKBOX TRANSACTIONS FOR JAN.'23- P.I</u>	01/31/2023	17.04	17.04	<u>25-6505 BANK FEES</u>	0	2/23	02/10/2023	
Total 86557:						170.36	170.36					
Total VALLI INFORMATION SYSTEMS, INC:						6,032.49	6,032.49					
VERIZON WIRELESS												
1575	VERIZON WIRELESS	9926449783		<u>MODEM SERVICE, 12/29/22-01/28/23- PARKS</u>	01/28/2023	167.38	167.38	<u>01-6255 TELEPHONE</u>	1004	2/23	02/10/2023	
1575	VERIZON WIRELESS	9926449783		<u>MODEM SERVICE, 12/29/22-01/28/23- WATER</u>	01/28/2023	429.32	429.32	<u>20-6255 TELEPHONE EXPENSE</u>	0	2/23	02/10/2023	

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1575	VERIZON WIRELESS	9926449783		<u>MODEM SERVICE, 12/29/22-01/28/23- SEWER</u>	01/28/2023	563.22	563.22	21-6255 TELEPHONE EXPENSE	0	2/23	02/10/2023	
1575	VERIZON WIRELESS	9926449783		<u>MODEM SERVICE, 12/29/22-01/28/23-P.I</u>	01/28/2023	220.93	220.93	25-6255 TELEPHONE EXPENSE	0	2/23	02/10/2023	
Total 9926449783:						1,380.85	1,380.85					
1575	VERIZON WIRELESS	9926624429		<u>TABLET SERVICE FOR 1/2-2/1/2023 - ADMIN</u>	02/01/2023	20.75	20.75	01-6255 TELEPHONE	0	2/23	02/16/2023	
1575	VERIZON WIRELESS	9926624429		<u>TABLET SERVICE FOR 1/2-2/1/2023 - P&Z</u>	02/01/2023	66.40	66.40	01-6255 TELEPHONE	1003	2/23	02/16/2023	
1575	VERIZON WIRELESS	9926624429		<u>TABLET SERVICE FOR 1/2-2/1/2023 - PARKS</u>	02/01/2023	25.73	25.73	01-6255 TELEPHONE	1004	2/23	02/16/2023	
1575	VERIZON WIRELESS	9926624429		<u>TABLET SERVICE FOR 1/2-2/1/2023 - BUILDING INSPECTION</u>	02/01/2023	51.46	51.46	01-6255 TELEPHONE	1005	2/23	02/16/2023	
1575	VERIZON WIRELESS	9926624429		<u>TABLET SERVICE FOR 1/2-2/1/2023 - WATER</u>	02/01/2023	83.33	83.33	20-6255 TELEPHONE EXPENSE	0	2/23	02/16/2023	
1575	VERIZON WIRELESS	9926624429		<u>TABLET SERVICE FOR 1/2-2/1/2023 - SEWER</u>	02/01/2023	109.89	109.89	21-6255 TELEPHONE EXPENSE	0	2/23	02/16/2023	
1575	VERIZON WIRELESS	9926624429		<u>TABLET SERVICE FOR 1/2-2/1/2023 - ECON DEVELOPMENT</u>	02/01/2023	16.60	16.60	01-6255 TELEPHONE	4000	2/23	02/16/2023	
1575	VERIZON WIRELESS	9926624429		<u>TABLET SERVICE FOR 1/2-2/1/2023 - P.I</u>	02/01/2023	24.24	24.24	25-6255 TELEPHONE EXPENSE	0	2/23	02/16/2023	
Total 9926624429:						398.40	398.40					
1575	VERIZON WIRELESS	9926624430		<u>CELL PHONE SERVICE FOR 1/2-2/1/2023 - ADMIN</u>	02/01/2023	55.03	55.03	01-6255 TELEPHONE	0	2/23	02/16/2023	

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1575	VERIZON WIRELESS	9926624430		<u>CELL PHONE SERVICE FOR 1/2</u> <u>-2/1/2023 - P&Z</u>	02/01/2023	9.49	9.49	01-6255 TELEPHONE	1003	2/23	02/16/2023	
1575	VERIZON WIRELESS	9926624430		<u>CELL PHONE SERVICE FOR 1/2</u> <u>-2/1/2023 - PARKS</u>	02/01/2023	326.40	326.40	01-6255 TELEPHONE	1004	2/23	02/16/2023	
1575	VERIZON WIRELESS	9926624430		<u>CELL PHONE SERVICE FOR 1/2</u> <u>-2/1/2023 - WATER</u>	02/01/2023	259.00	259.00	20-6255 TELEPHONE EXPENSE	0	2/23	02/16/2023	
1575	VERIZON WIRELESS	9926624430		<u>CELL PHONE SERVICE FOR 1/2</u> <u>-2/1/2023 - SEWER</u>	02/01/2023	304.54	304.54	21-6255 TELEPHONE EXPENSE	0	2/23	02/16/2023	
1575	VERIZON WIRELESS	9926624430		<u>CELL PHONE SERVICE FOR 1/2</u> <u>-2/1/2023 - P.I</u>	02/01/2023	70.29	70.29	25-6255 TELEPHONE EXPENSE	0	2/23	02/16/2023	
1575	VERIZON WIRELESS	9926624430		<u>CELL PHONE SERVICE FOR 1/2</u> <u>-2/1/2023 - ECON</u> <u>DEVELOPMENT</u>	02/01/2023	37.96	37.96	01-6255 TELEPHONE	4000	2/23	02/16/2023	
Total 9926624430:						1,062.71	1,062.71					
1575	VERIZON WIRELESS	9926624431		<u>CELL PHONE SERVICE FOR 1/2</u> <u>-2/1/2023 - ADMIN</u>	02/01/2023	95.61	95.61	01-6255 TELEPHONE	0	2/23	02/16/2023	
1575	VERIZON WIRELESS	9926624431		<u>CELL PHONE SERVICE FOR 1/2</u> <u>-2/1/2023 - P&Z</u>	02/01/2023	37.58	37.58	01-6255 TELEPHONE	1003	2/23	02/16/2023	
1575	VERIZON WIRELESS	9926624431		<u>CELL PHONE SERVICE FOR 1/2</u> <u>-2/1/2023 - PARKS</u>	02/01/2023	317.31	317.31	01-6255 TELEPHONE	1004	2/23	02/16/2023	
1575	VERIZON WIRELESS	9926624431		<u>CELL PHONE SERVICE FOR 1/2</u> <u>-2/1/2023 - BUILDING</u> <u>INSPECTION</u>	02/01/2023	41.75	41.75	01-6255 TELEPHONE	1005	2/23	02/16/2023	
1575	VERIZON WIRELESS	9926624431		<u>CELL PHONE SERVICE FOR 1/2</u> <u>-2/1/2023 - WATER</u>	02/01/2023	208.05	208.05	20-6255 TELEPHONE EXPENSE	0	2/23	02/16/2023	
1575	VERIZON WIRELESS	9926624431		<u>CELL PHONE SERVICE FOR 1/2</u> <u>-2/1/2023 - SEWER</u>	02/01/2023	324.96	324.96	21-6255 TELEPHONE EXPENSE	0	2/23	02/16/2023	

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1575	VERIZON WIRELESS	9926624431		<u>CELL PHONE SERVICE FOR 1/2-2/1/2023 - P.I</u>	02/01/2023	60.29	60.29	<u>25-6255 TELEPHONE EXPENSE</u>	0	2/23	02/16/2023	
Total 9926624431:						1,085.55	1,085.55					
Total VERIZON WIRELESS:						3,927.51	3,927.51					
WESTERN RECORDS DESTRUCTION, INC.												
1633	WESTERN RECORDS DESTRUCTION, INC.	0625885		<u>RECORDS DESTRUCTION 01/01-01/31/23- ADMIN</u>	02/01/2023	12.54	.00	<u>01-6052 CONTRACT SERVICES</u>	0	2/23		
1633	WESTERN RECORDS DESTRUCTION, INC.	0625885		<u>RECORDS DESTRUCTION 01/01-01/31/23- WATER</u>	02/01/2023	8.58	.00	<u>20-6052 CONTRACT SERVICES</u>	0	2/23		
1633	WESTERN RECORDS DESTRUCTION, INC.	0625885		<u>RECORDS DESTRUCTION 01/01-01/31/23- SEWER</u>	02/01/2023	8.58	.00	<u>21-6052 CONTRACT SERVICES</u>	0	2/23		
1633	WESTERN RECORDS DESTRUCTION, INC.	0625885		<u>RECORDS DESTRUCTION 01/01-01/31/23- P.I</u>	02/01/2023	3.30	.00	<u>25-6052 CONTRACT SERVICES</u>	0	2/23		
Total 0625885:						33.00	.00					
Total WESTERN RECORDS DESTRUCTION, INC.:						33.00	.00					
WEX FLEET UNIVERSAL												
2160	WEX FLEET UNIVERSAL	86734328		<u>FUEL, JAN. '23- ADMIN</u>	01/31/2023	12.41	12.41	<u>01-6300 FUEL</u>	0	2/23	02/03/2023	
2160	WEX FLEET UNIVERSAL	86734328		<u>FUEL, JAN. '23- P&Z</u>	01/31/2023	4.43	4.43	<u>01-6300 FUEL</u>	1003	2/23	02/03/2023	
2160	WEX FLEET UNIVERSAL	86734328		<u>FUEL, JAN. '23- PARKS</u>	01/31/2023	90.13	90.13	<u>01-6300 FUEL</u>	1004	2/23	02/03/2023	
2160	WEX FLEET UNIVERSAL	86734328		<u>FUEL, JAN. '23- BUILDING INSPECTOR</u>	01/31/2023	233.58	233.58	<u>01-6300 FUEL</u>	1005	2/23	02/03/2023	
2160	WEX FLEET UNIVERSAL	86734328		<u>FUEL, JAN. '23- WATER</u>	01/31/2023	270.98	270.98	<u>20-6300 FUEL</u>	0	2/23	02/03/2023	

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2160	WEX FLEET UNIVERSAL	86734328		<u>FUEL, JAN. '23- SEWER</u>	01/31/2023	526.32	526.32	<u>21-6300 FUEL</u>	0	2/23	02/03/2023	
2160	WEX FLEET UNIVERSAL	86734328		<u>FUEL, JAN. '23- P.I</u>	01/31/2023	69.30	69.30	<u>25-6300 FUEL</u>	0	2/23	02/03/2023	
Total 86734328:						1,207.15	1,207.15					
Total WEX FLEET UNIVERSAL:						1,207.15	1,207.15					
WILLIAM OLSON												
2095	WILLIAM OLSON	809887	15125	<u>WATER LEAK REPAIR AT SENIOR CENTER, J. ADAMS, FEB. '23</u>	02/04/2023	2,945.00	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1001	2/23		
Total 809887:						2,945.00	.00					
Total WILLIAM OLSON:						2,945.00	.00					
ZAMZOWS												
66	ZAMZOWS	394150552-IN		<u>9.1 GALLONS PROPANE FOR WWTP, D. CROSSLEY, JAN. '23</u>	01/31/2023	34.49	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	2/23		
Total 394150552-IN:						34.49	.00					
Total ZAMZOWS:						34.49	.00					
ZAYO GROUP LLC												
2188	ZAYO GROUP LLC	19188101		<u>TELEPHONE, DATA & NETWORK SERVICES, 02/01-02/28/2023-ADMIN</u>	02/01/2023	383.86	383.86	<u>01-6255 TELEPHONE</u>	0	2/23	02/10/2023	
2188	ZAYO GROUP LLC	19188101		<u>TELEPHONE, DATA & NETWORK SERVICES, 02/01-02/28/2023-WATER</u>	02/01/2023	356.44	356.44	<u>20-6255 TELEPHONE EXPENSE</u>	0	2/23	02/10/2023	
2188	ZAYO GROUP LLC	19188101		<u>TELEPHONE, DATA & NETWORK SERVICES, 02/01-02/28/2023-SEWER</u>	02/01/2023	356.44	356.44	<u>21-6255 TELEPHONE EXPENSE</u>	0	2/23	02/10/2023	
2188	ZAYO GROUP LLC	19188101		<u>TELEPHONE, DATA & NETWORK SERVICES, 02/01-02/28/2023-PI</u>	02/01/2023	137.10	137.10	<u>25-6255 TELEPHONE EXPENSE</u>	0	2/23	02/10/2023	

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2188	ZAYO GROUP LLC	19188101		TELEPHONE, DATA & NETWORK SERVICES, 02/01- 02/28/2023-P&Z	02/01/2023	137.10	137.10	01-6255 TELEPHONE	1003	2/23	02/10/2023	
Total 19188101:						1,370.94	1,370.94					
Total ZAYO GROUP LLC:						1,370.94	1,370.94					
Grand Totals:						1,252,738.61	816,906.97					

Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

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

IN THE MATTER OF THE APPLICATION OF SKYLINE HOMES AND DEVELOPMENT, LLC <i>For 7015 S Ten Mile Road, Meridian, ID</i>) Case No. 22-07-S (Preliminary Plat).)))) FINDINGS OF FACT) CONCLUSIONS OF LAW AND) ORDER OF APPROVAL FOR) PRELIMINARY PLAT.
---	--

THESE MATTERS came before the Council for Public Hearing on February 7, 2023, for receipt and consideration by the Council of these Findings of Fact, Conclusions of Law, and Order of Decision for the above referenced application. The Council does now hereby make and set forth the Record of Proceedings, and these Findings of Fact, Conclusions of Law, and the Findings of Fact and Conclusions of Law (FCO’s).

**I
RECORD OF PROCEEDINGS**

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

1.1 Exhibits:

<i>DESCRIPTION OF EVIDENCE</i>		Withdrawn	Refused	Admitted
1.1	Staff Memo			X
2.1	P&Z Application Coversheet Revised			X
2.2	Preliminary Plat Application Revised			X
2.3	Design Review Application			X
2.4	Narrative Revised			X
2.5	Vicinity Map			X
2.6	Legal Description			X
2.7	Affidavit of Legal Interest			X
2.8	Warranty Deed			X
2.9	Commitment to Property Posting			X
2.10	Neighborhood Meeting Certification			X

2.11	Subdivision Name Reservation			X
2.12	Preliminary Plat (STAMPED 4.7.22)			X
2.13	Landscape Plans			X
2.14	CC&R's Maintenance of Common Areas			X
2.15	Engineering and Utilities Plan			X
2.16	Street Sections and Round-about			X
2.17	Agency Transmittal Letter			X
2.18	City Engineer's Memo			X
2.19	ACHD – Ada County Highway District			X
2.20	Boise Project Board of Control			X
2.21	COMPASS			X
2.22	Kuna Police Department			X
2.23	Nampa Meridian Irrigation District			X
2.24	PnZ Kuna Melba News Proof			X
2.25	PnZ 300' Mailer			X
2.26	PnZ Proof of Property Posting			X
2.27	PnZ Website Notice			X
2.28	Neighborhood Petition			X
2.29	Smith, Brian & Tracie Letter			X
2.30	PnZ FCO's			X
2.31	PnZ Meeting Minutes			X
2.32	CC Kuna Melba News Proof			X
2.33	CC 300' Mailer			X
2.34	CC Proof of Property Posting			X
2.35	CC Website Notice			X

1.2 Hearings

1.2.1 The Council heard this application February 7, 2023. The FCO's have been requested to go to the Council on February 21, 2023. A Neighborhood Meeting was held March 22, 2022, and 15 residents attended. A legal notice was published in the Kuna Melba Newspaper on January 18, 2023. The Applicant posted a sign on the property January 26, 2023. Neighborhood Notices were mailed to land owners within 300-FT of the proposed project site on January 18, 2023.

1.3 Witness Testimony

1.3.1 Those who testified at the Commissions' January 10, 2023, hearing are as follows, to-wit:

1.3.1.1 City Staff:
Troy Behunin, Senior Planner

- 1.3.1.2 Appearing for the Applicant:
Ben Semple, Rodney Evans + Partners, 1450 W Bannock St., Boise, ID 83702
- Testified
- 1.3.1.3 Appearing in Favor:
Danielle Horras, Kuna School District, 711 E Porter St. Kuna – Testified
- 1.3.1.4 Appearing Neutral:
None
- 1.3.1.5 Appearing in Opposition:
Scott Barron, 6881 W Nordean Ave., Meridian, ID. 83642 – Testified

Clark Monson, 3273 W Devotion Dr. Meridian, ID, 83642 – Testified

Hugo Castillo, 3441 W Devotion Dr., Meridian, ID. 83642 - Testified

**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 RECOMMENDED 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 City Code and Idaho Statutes.

3.1.2 Notice Provided

3.1.2.1 Notice was published for the February 7, 2023, hearing for Newberry Place Subdivision in the *Kuna Melba News*, the official City of Kuna newspaper, which has general circulation within the boundaries of the city, Ada County and Canyon County.

<i>Newspaper</i>	<i>Dates Published</i>
<i>Kuna Melba News</i>	January 18, 2023

3.1.2.2 Notice for the February 7, 2023, hearing containing the description of the proposed applications, was mailed on January 18, 2023, to all known and affected property owners within at least 300 feet of the boundaries of the area described in the application.

3.1.2.3 Notice for the February 7, 2023, hearing was posted on signs in accordance with Kuna City Code (KCC) 5-1A-8, on January 26, 2023. A Proof of Property Posting was provided to staff on January 28, 2023.

3.1.2.4 Notice for the February 7, 2023, hearing was posted on the City Website.

3.2 Findings Regarding Preliminary Plat

3.2.1 The land proposed for Subdivision is as follows:

Parcel No.	Owner	Size	Zone
S1303141900	Skyline Homes and Development, LLC	18.64 ac.	R-8 Medium Density Residential

3.2.2 The existing land uses and zoning district classifications for lands surrounding the subject parcels are as follows:

North	R-6	Medium Density Residential – City of Kuna
South	RR	Rural Residential – Ada County
East	RR A	Rural Residential – Ada County Agriculture – City of Kuna
West	R-6	Medium Density Residential – City of Kuna

3.2.3 Applicant held a Neighborhood Meeting March 22, 2022; 15 residents attended. Neighborhood Notices were mailed out to residents within 300-feet of the proposed project site on January 18, 2023, and a legal notice was published in the Kuna Melba Newspaper on January 18, 2023. The Applicant posted a sign on the property on January 26, 2023

3.2.4 The Applicant has submitted a complete application, and following staff review for technical compliance, the application appears to be in general compliance with the design requirements, public improvement requirements, objectives and considerations listed in Kuna City Code Title 5 and Title 6. Exhibit 2.19-Public Works supports The Newberry Place Sub. Proposal, contingent on the applicant designing, constructing and maintaining private ownership and private operation of the proposed sewer lift station.

3.2.5 The Comp Plan has listed numerous goals for providing a variety of housing densities and types to accommodate various lifestyles, ages and economic groups in Kuna, as well as the installation of pathways and open space. The existing zone district is R-8, and the Comp Plan Map designates the property as Medium Density Residential.

3.2.6 Review by Staff of the proposed Preliminary Plat confirms all applicable technical requirements listed in KCC.

3.2.7 According to Exhibit 2.19, Public Works staff supports the Proposed subdivision contingent on the applicant designing, constructing and maintaining private ownership and private operation of the proposed sewer lift station. According to Exhibit 2.20 in the ACHD report, connections to stub streets, required improvements to roadways and dedication of Rights-of-Way for future improvements are listed and required as conditions of approval.

- 3.2.8 Correspondence from Kuna Public Works recommends the Applicant be required to conform to the Master Sewer Plan, Master Water Plan and Master Pressurized Irrigation Plan, therefore satisfying this requirement.
- 3.2.9 Throughout the development of the project and beyond, connection fees, impact fees (Fire, Police, Park and Ada County Highway District), and property taxes will be collected, therefore satisfying the financial capability to provide supporting services
- 3.2.10 Connection to City services, as well as other public improvements such as streetlights, fire hydrants, sidewalks, etc. are required to be implemented as a part of this project. No major wildlife habitats will be impacted by the proposed development.
- 3.2.11 A six-foot vinyl fence is proposed around the perimeter of the subdivision where permitted, unless otherwise approved.
- 3.2.12 Pursuant to Idaho Code 67-8003, the Owner of private property that is subject of such action may submit a written request for a regulatory taking analysis with the City Clerk, not more that twenty-eight (28) days after the final decision concerning the matter at issue. The City shall prepare a written taking analysis concerning the action if requested.

3.3 Testimony of the City Planner

- 3.3.1 **Conclusions:** The Senior Planner in a staff memo to the Council dated February 7, 2023, confirmed a review of the site plan and records on file at the City of Kuna has been completed with the following conclusions:
 - 3.3.1.1 Skyline Homes and Development, LLC, the Applicant, requests approval to subdivide approx. 18.64 acres into 123 total lots (98 single family, 25 common, including three [3] shared driveways on common lots. The overall gross density of the project is proposed to be 5.31 Dwelling Units per Acre (DUA), overall net density is proposed to be 7.29 DUA.
 - 3.3.1.2 The Applicant proposes 1.98 acres, or 10.63% of the total project as open space. Staff views the proposal to be compliant with 5-17-12-D. However, staff notes that several of the common lots appear to be reserved for road runoff retention. Staff highlights the only parts of a retention pond that may count towards useable open space are areas that are two (2) feet above the bottom of the basin, on a case-by-case basis as determined by the City Engineer; according to KCC, 5-17-12-D**.
 - 3.3.1.3 According to Exhibit 2.19, Public Works staff conditionally supports the Newberry Place Subdivision development with conditions of that support listed in the Engineers Memo. That support is also contingent on the applicant designing, constructing and maintaining private ownership and private operation of the proposed sewer lift station. Planning and Zoning staff recommends the Applicant be required to follow Public Works conditions of approval as listed in their memo, and as amended as needed.
 - 3.3.1.4 The Applicant proposes three (3) shared driveways across common lots for a cluster of three (3) lots within the project, Staff recommends the Applicant be conditioned to work with the City Engineer for proper easement widths for the

project as a whole and in particular the clustered homes near the shared driveways. Staff highlights if this project is approved, it is the responsibility of the Developer to ensure any anticipated buildings fit all buildable lots.

3.3.1.5 The installation of streetlights is a required public improvement listed under KCC 6-4-2. The Applicant shall be required to work with staff in order to comply with KCC and install streetlights a maximum spacing of 250-ft.; the final location of streetlights will be approved at the time of construction document review. Staff notes that these streetlights must be designed and installed according to “Dark Sky” standards and are required to be LED streetlights.

3.3.1.6 Staff has reviewed the proposed Preliminary Plat for technical compliance with KCC, and for compliance with [KCC Title 5](#) and [Title 6; \(I.C.\) § 67-65](#); and the Kuna Comprehensive Plan. The Applicant will be required to work with Kuna’s staff, ACHD, the Kuna Rural Fire District and any other applicable agencies to ensure conformance to each agency’s requirements where the stricter rule shall be followed. The Council Approved Case No. 22-07-S, the Applicant is subject to the Conditions of Approval listed in section 3.3.2.

3.3.2 Conditions of Approval: As a result of the review, the City Council Approves Case No. 22-07-S, with the Applicant being subject to the following Conditions:

3.3.2.1 The Developer/Owner/Applicant shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:

3.3.2.1.1 The City Engineer shall approve all sewer connections.

3.3.2.1.2 The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.

3.3.2.1.3 Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, “Catalog for Best Management Practices for Idaho Cities and Counties”.

3.3.2.1.4 The Kuna Rural Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Rural Fire District are required.

3.3.2.1.5 The Kuna Municipal Irrigation System and Boise Project Board of Control shall approve any modifications to the existing irrigation system.

- 3.3.2.1.6** Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid *prior* to issuance of any building permit(s).
- 3.3.2.1.7** All public rights-of-way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.
- 3.3.2.2** 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.
- 3.3.2.3** 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.
- 3.3.2.4** Connection to City Services (Sewer and Domestic Water) is required; the Applicant shall conform to all corresponding City of Kuna Master Plans.
- 3.3.2.5** The Developer/Owner/Applicant shall be required to participate, as determined by the City Engineer, in the development of additional Lift Station capacity, and or Water Booster Station.
- 3.3.2.6** The Developer/Owner/Applicant shall not submit an application for Final Plat until the City's Public Works Director issues a Will-Serve Letter stating the City's has capacity to service the proposed development with domestic water, and accept the wastewater discharged from the development.
- 3.3.2.7** In the event a Will-Serve Letter is not issued within the time the Applicant is required to record a Final Plat, the Applicant shall have good cause and may be eligible to receive, pursuant to KCC § 6-2-3 (J), a Time Extension to file a Final Plat up to and until a Will-Serve Letter has been issued.
- 3.3.2.8** Landscape buffers, curb, gutter and sidewalk (attached and detached) shall be installed in accordance with Kuna City Code Title 5 Chapter 17 and Title 6 Chapter 4.
- 3.3.2.9** Developer/Owner/Applicant shall work with Ada County Highway District and the City of Kuna to complete all required traffic mitigation improvements to the surrounding roadways and intersections as detailed in the Ada County Highway District staff report.
- 3.3.2.10** It is the responsibility of the Developer or their engineer to coordinate and design for the stricter requirement between agencies and the City of Kuna standards for the entire development.
- 3.3.2.11** Developer/Owner/Applicant shall work with staff in order to provide final locations of streetlights as required by Kuna City Code. Street lights for the

site shall be LED lighting and must comply with Kuna City Code and established Dark Sky practices.

- 3.3.2.12** Fencing within and around the site shall comply with Kuna City Code (unless specifically approved otherwise and permitted).
- 3.3.2.13** All required landscaping shall be permanently maintained in a healthy growing condition. The property Owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting in public Rights-of-Way shall be with approval from ACHD.
- 3.3.2.14** Landscaping shall not be placed within ten (10) feet of any and all meter pits, pressurized irrigation valves and/or ACHD underground facilities and must honor all vision triangles.
- 3.3.2.15** All signage within/for the project shall comply with Kuna City Code, and shall be approved through the applicable sign approval process listed in KCC 5-10.
- 3.3.2.16** If any revisions are made, the Applicant shall provide the Planning and Zoning Staff with a revised copy of the Preliminary Plat.
- 3.3.2.17** Any revisions of the plat are subject to Administrative Determination to rule if the revision is substantial.
- 3.3.2.18** The Developer/Owner/Applicant, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through Public Hearing processes.
- 3.3.2.19** Developer/Owner/Applicant shall measure all front building setbacks from back of sidewalk on all internal local roads.
- 3.3.2.20** Applicant shall work with the City Engineer for proper easement widths for the project as a whole, and in particular the clustered home products with private driveway and private road as proposed.
- 3.3.2.21** Developer shall ensure any anticipated residential buildings fit any given buildable lot.
- 3.3.2.22** In the event curb and gutter along Classified Roads is prohibited, the Developer shall enter a license agreement with ACHD in order to place an irrigation source and sod within the Rights-Of-Way between the edge of sidewalk and the bottom of the swale for weed control.
- 3.3.2.23** Developer/Owner/Applicant/Contractors are hereby notified of Kuna's working hours. Construction of any kind shall only be conducted within the hours specified in KCC. Noises and other public nuisances/distractions outside of this time frame are subject to lawful penalties.

- 3.3.2.24** Developer/Owner/Applicant is hereby notified of Kuna's weed control policies and requirements (KCC 8-1-3). Weeds, grasses, vines or other growth which endanger property or are over twelve (12) inches in height shall be continuously cut down, weeded out, sprayed, burned, removed or destroyed throughout all seasons.
- 3.3.2.25** Develop/Owner/Applicant is hereby notified that this project is subject to Design Review inspection fees. Required inspections (post construction), are to verify landscaping compliance prior to requesting signature on the Final Plat.
- 3.3.2.26** The Landscape Plan (dated 4.14.22) and Preliminary Plat (dated 4.7.22) will be considered binding site plans as amended and/or approved.
- 3.3.2.27** Developer/Owner/Applicant shall move access to Butterfly Street to proposed block 1, lot 28.
- 3.3.2.28** Developer/Owner/Applicant shall provide a minimum six foot wide (6') paved pathway through lot 8, block 4, lot 5, block 2, lots 10-12, block 3, lot 30, block 1 for the residents.
- 3.3.2.29** Downstream and upstream water users' rights shall not be impeded. At their expense, Developers/Owners/Applicants, are all responsible to maintain and honor all historic flows, rights, and access.
- 3.3.2.30** Developer/Owner/Applicant shall follow staff, the City Engineer's, and other agency recommended requirements as applicable.
- 3.3.2.31** Developer/Owner/Applicant and all successors shall comply with all Local, State and Federal Laws.

3.4 Other Testimony

- 3.4.1** 2/7/2023 Public Hearing – Ben Semple, Rodney Evans + Partners, 1450 W Bannock St., Boise, ID 83702 – Testified his client agrees with the staff memo and conditions listed, including a lift station requirement from the City Engineer, and to move the entrance in the SEC as recommended by staff. Ben also stated they will commit to providing a construction entrance directly off Ten Mile as discussed at the Commission Public Hearing.
- 3.4.2** 2/7/2023 Public Hearing – Scott Barron, 6881 W Nordean Ave., Meridian, ID. 83642 – Testified he was appreciative of the chance to speak to Council and his main concern is that Butterfly Street be conditioned.
- 3.4.3** 2/7/2023 Public Hearing – Clark Monson, 3273 W Devotion Dr. Meridian, ID, 83642 testified he was pleased the developer will commit to Butterfly Streets construction and used as a construction entrance. He testified the subject site was rezoned to R-8 sometime after his home purchase. He testified he believes it doesn't fit the Memory Ranch style and feeling. He is concerned the new townhomes will be taller than any home in Memory Ranch. Clark understands the highest and best use policy, but this is not the best use for this site. He requested the Council consider single-family homes instead of townhomes.

- 3.4.4 2/7/2023 Public Hearing – Hugo Castillo, 3441 W Devotion Dr., Meridian, ID. 83642 testified he feels the same as Clark Munson. He believes these are capable developers and since this product doesn’t fit the area that the Council consider going to single-family homes.
- 3.4.5 2/7/2023 Public Hearing – Danielle Horras, Kuna School District, 711 E Porter St. Kuna testified the School District is in support of this project and they are happy to say the developer came back to them and collaborated with the School District.

**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 §67-65, and Kuna City Code 1-14-3.

**V
CONCLUSIONS OF LAW
RE: APPLICATION FOR PRELIMINARY PLAT**

- 5.1 The City of Kuna has authority to approve Preliminary Plats within its boundaries pursuant to I.C. §50-13 & 67-65.
- 5.2 In Kuna City Code, Title 1, Chapter 14, Section 3, it states that Preliminary Plats are designated as Public Hearings, with the Planning and Zoning Commission as a recommending body and the City Council as the decision-making body.
- 5.3 Subdivision regulations as defined in KCC Title 6 are authorized by I.C. § 50-13 & § 67-65.

**VI
ORDER OF APPROVAL OF APPLICATION FOR
PRELIMINARY PLAT**

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 The Preliminary Plat Application (Case No. 22-07-S) is hereby *Approved*.

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

Mayor, Joe Stear

BEFORE THE CITY COUNCIL OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATION OF) **Case No. 22-08-AN (Annexation)**
)
)
STAR ACRES PROPERTIES, LLC) **FINDINGS OF FACT, CONCLUSIONS**
) **OF LAW AND ORDER OF DECISION**
For Annexation of 5625 W Barker Road.) **FOR ANNEXATION APPLICATION.**

THESE MATTERS came before the Council for public hearing on February 7, 2023, for the receipt and consideration by the Council of these Findings of Fact, Conclusions of Law, and Order of Decision for the above referenced application. The Council does now hereby make and set forth the Record of Proceedings, and these Findings of Fact, Conclusions of Law, and Order of Decision.

**I
EXHIBIT LIST**

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

1.1 Exhibits:

<i>DESCRIPTION OF EVIDENCE</i>		Withdrawn	Refused	Admitted
1.3	Staff Memo			X
2.20	Commission Minutes 11.22.2022			X
1.2	Commission FCO's 12.13.2022			X
2.1	P&Z Application Coversheet			X
2.2	Annexation Application			X
2.3	Narrative			X
2.4	Warranty Deed & Legal Description			X
2.5	Vicinity Map			X
2.6	Neighborhood Meeting Certification			X
2.7	Commitment to Property Posting			X
2.8	Agency Transmittal			X
2.9	Updated Agency Transmittal			X
2.10	Kuna Police Department			X
2.12	COMPASS			X
2.13	Ada County Development Services			X
2.14	City Engineer's Memo			X
2.25	Updated City Engineer's Memo			X
2.15	Ada County Highway District			X
2.16	KMN Publication Proof – P&Z			X
2.17	Website Notice – P&Z			X

2.18	300-ft Property Owners Notice – P&Z			X
2.19	Proof of Property Posting – P&Z			X
2.22	Website Notice			X
2.23	300-ft Property Owners Notice			X
2.24	Proof of Property Posting			X

1.2 Hearings: The Council heard this on February 7, 2023. The FCO’s have been requested to go before the Council on February 21, 2023.

1.3 Witness Testimony: Those who testified at the Council’s February 7, 2023, hearing are as follows, to-wit:

- A. City Staff:**
Jessica Reid, Associate Planner
- B. Appearing for the Applicant:**
Billy Edwards, 10400 W Overland Road, Suite #316, Boise, ID, 83709 – Testified
- C. Appearing in Favor:**
Brian Frost, Developer, 10400 W Overland Road, Suite #316, Boise, ID 83709 – Testified
- D. Appearing Neutral:**
None
- E. Appearing in Opposition:**
Elver Miller, 16900 S Curtis Road, Kuna, ID, 83634 – Testified
Adrian Barker, 5005 W Barker Road, Kuna, ID, 83634 – Testified
Jennifer Barker, 5005 W Barker Road, Kuna, ID, 83634 – Testified

**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

- A. Notice Required:** Notice has been given in accordance with Kuna City Code and Idaho Statutes.
 - 1. Notice was published for the February 7, 2023, hearing on the 5625 W Barker Road Annexation in the Kuna Melba News, the official City of Kuna newspaper, which has general circulation within the boundaries of the city, Ada and Canyon County, on January 18, 2023. Notice was also published on the City of Kuna website January 9, 2023.
 - 2. Notice for the February 7, 2023, hearing containing the legal description of the property proposed to be Annexed was mailed to all know and affected property owners within 300-ft of the boundaries of the area described in the application on January 26, 2023.

- 3. Notice for the February 7, 2023, hearing was posted on a sign in accordance with [Kuna City Code \(KCC\) 5-1A-8](#) on January 27, 2023. A Proof of Property Posting Form was provided to staff on January 31, 2023.

3.2 Findings Regarding Annexation

- A. The subject site is located within unincorporated Ada County and has historically been used as bare land.
- B. The land proposed for Annexation is comprised of one (1) parcel totaling approximately 65.5 acres. The parcel is as follows:

Owner	Parcel No.	Size	Current Zone
Star Acres Properties, LLC	S2008223010	65.5 acres	RP (Rural Preservation)

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

North	RP	Rural Preservation – Ada County
South	RP	Rural Preservation – Ada County
East	RP	Rural Preservation – Ada County
West	M-2	Heavy Industrial/Manufacturing – Kuna City

- D. The Applicant has submitted a complete application, and following staff review for technical compliance, the application appears to be in general compliance with [Idaho Code §50-222](#), [KCC Title 5](#), and the [Kuna Comprehensive Plan](#).
- E. The Applicant held a Neighborhood Meeting on April 26, 2022; there were six (6) attendees. A legal notice was posted on the city website January 9, 2023, and was published in the Kuna Melba News January 18, 2023. Neighbor notices were mailed to all known and affected property owners within 300-ft of the subject site on January 26, 2023. The Applicant posted a sign on the property January 27, 2023.
- F. The Comprehensive Plan Future Land Use Map (FLUM) designates the future land use designation of the subject site as Industrial/Manufacturing; the Applicant is requesting an M-1 (Light Industrial/Manufacturing) thus complying. The Comp Plan has listed numerous goals for encouraging and providing economic development opportunities in Kuna; this proposed Annexation assists the city with increasing land inventory and zoning which encourages and supports economic development.
- G. Per ACHD comments in Exhibit 2.14, a list of potential findings for consideration have been identified should a development application be received in the future; if and/or when a development application has been received, the Applicant shall be required to adhere to ACHD policies and Kuna City Code. Public Works (Exhibit 2.22) states city services are not currently adequate to service this property as they have yet to be installed; however, the Applicant shall coordinate with the Public Works Department to determine the best and most efficient way(s) to service their property. There are also utility infrastructure projects in the works which will service the general East Kuna Industrial area once complete.
- H. The property owner, Star Acres Properties, LLC, have consented to the Annexation request and are in fact the Applicant.
- I. The subject site is immediately adjacent to the East Kuna Industrial area on the west, which was Annexed into Kuna City Limits in October 2019.

- J. Pursuant to [Idaho Code §67-8003](#), the Owner of private property that is subject of such action may submit a written request for a regulatory taking analysis with the City Clerk, not more that twenty-eight (28) days after the final decision concerning the matter at issue. The City shall prepare a written taking analysis concerning the action if requested.

**IV
STAFF TESTIMONY**

Associate Planner Jessica Reid, in a staff report to the Council dated February 7, 2023, confirmed that a review of the site plan and records on file at the City of Kuna has been completed with the following conclusions:

4.1 Ada County Highway District (ACHD)

A. Traffic Impact Study (TIS)

If future development of the subject site results in 70,000 SF or more in structure, 100 or more peak hour trips or 1,000 vehicles per day in volume, the need for a TIS is triggered. ACHD staff comments that if a TIS is not required, the Applicant should be required to submit an intersection analysis for the Curtis Road/Kuna Mora Road intersection.

There are no current traffic counts available for Barker Road or Curtis Road.

Applicant shall follow all standards and requirements in accordance with [KCC 5-17-13](#) and [6-4-2-B.3](#).

B. Barker Road

ACHD classifies Barker Road as a Minor Arterial; the City of Kuna Circulation Map does not provide a classification beyond it being an existing road. Barker Road is improved with two travel lanes, 24-feet of pavement, and no curb, gutter or sidewalk; there is 50-feet of right-of-way (ROW).

Upon future development, ACHD will require the Applicant to improve Barker Road with 17-feet of pavement from centerline, a 3-foot gravel shoulder and 5-foot detached sidewalk located a minimum of 42-feet from centerline; if the sidewalk is located outside of the dedicated ROW, the Applicant will be required to provide a permanent ROW easement to 2-feet behind back of sidewalk. ACHD staff notes compensation will not be provided for the additional dedicated ROW as this segment of Barker Road is not listed in ACHD’s Capital Improvement Plan (CIP).

Arterial roadways require a 20 – 30-foot landscape buffer and 8-foot detached sidewalk with a 4 – 8-foot irrigated and landscaped planter strip. Staff notes that water conserving design is permitted. Applicant shall follow all standards and requirements in accordance with [KCC 5-17-13](#) and [6-4-2-B.3](#).

C. Curtis Road

ACHD has not specific designation on their Master Street Map (MSM) to extend Curtis to the south of Barker Road, nor is Curtis specified as having ACHD ROW abutting the site.

North of Barker Road, Curtis Road is improved with two travel lanes, and no curb, gutter or sidewalk; there is 50-feet of ROW for Curtis.

Upon future development, ACHD comments the Applicant should be required to conform with the District Policies listed in the report.

There is no requirement to install a landscape buffer along a non-classified roadway, but a landscaped planter strip may be required; a 5-foot attached or detached sidewalk is required. Applicant shall follow all standards and requirements in accordance with [KCC 5-17-13](#) and [6-4-2-B.3](#).

D. Internal Industrial Streets

As part of future development, ACHD comments the Applicant should be required to design and construct the internal industrial streets to conform with the District Policies listed in their report.

E. Roadway Offsets

As part of future development, ACHD comments the Applicant should be required to construct applicable roadway intersections to conform with the District Policies listed in their report.

F. Stub Streets

As part of future development, ACHD comments the Applicant should construct the stub streets to conform with the District Policies listed in their report.

All stub streets shall be installed in accordance with [KCC 6-3-3-C](#). The terminus of all stub streets shall have a sign that reads “This Road to be Extended in Future”.

G. Driveways

There are no driveways from the site onto Barker Road. ACHD staff notes that upon future development, the Applicant will be subject to the District Policies listed in their report.

4.2 COMPASS

This proposed project was reviewed in conjunction with the goals of Communities in Motion (CIM) 2050, the regional long-range transportation plan for Ada and Canyon Counties. As a result, COMPASS determined (in Exhibit 2.12) the overall Net Fiscal Impact was improved for the city, ACHD, and Kuna Joint School District No. 3 (KSD), while not improving nor reducing the Net Fiscal Impact for the County. COMPASS also notes that growth within this general area has exceeded their forecast and the location could be vulnerable to wildfire.

4.3. Annexation

The subject site is immediately adjacent to the East Kuna Industrial area on the west, which was Annexed into Kuna City Limits in October 2019; therefore, the subject site is eligible for a Category A Annexation per [I.C. §50-222](#). Currently, there is no development associated with this Annexation request.

4.4 Comprehensive Plan Future Land Use Map (FLUM)

The [FLUM](#) (adopted November 1, 2022) designates the subject site as Industrial/Manufacturing; the Applicant is requesting an M-1 (Light Industrial/Manufacturing) zone, and therefore is in compliance with the FLUM.

4.5 Ada County Development Services (ACDS)

ACDS provides their support of the Applicants request (Exhibit 2.13) due to its compatibility of the proposed zoning with the surrounding area, which includes uses such as feed lots, meat packing facilities, a solar farm and gravel/rock pits.

4.6 Public Works

Public Works staff provides their support of this application in Exhibit 2.15, given the Applicant can provide alternative to sewer and water capacity issues. In updated comments (Exhibit 2.25), it states the subject site has no access to sewer or water but is located next to a future wastewater treatment plant; Public Works staff supported approval of this application if the Applicant can provide alternatives for sewer and water needs as alternatives are vital in this area.

The Applicant shall coordinate with Public Works staff to discuss alternative sewer and water needs. All future water/sewer/pressurized irrigation installation shall meet all City of Kuna Master Plans and be installed in accordance with the city’s “to-and-through” Policy found in [KCC 6-4-2](#).

4.7 Emergency Services

A. Kuna Police Department (KPD)

Chief Fratusco of KPD expressed no concerns with the Applicants request.

4.6 Comprehensive Plan

A. Goal Area 1: Kuna will be economically diverse and vibrant.

1. Goal 1.A.: Ensure land use in Kuna will support economic development.

- Objective 1.A.3.: Utilize industrial land use designations to encourage development and expansion of industrial businesses in key locations.
 - Policy 1.A.3.a: Designate a sufficient quantity of land on the Future Land Use Map for industrial use.
 - Policy 1.A.3.b.: Identify a large tract of land in proximity to the Union Pacific Railroad Line that is sufficient in size and scope to accommodate a variety of light and heavy industrial land uses that will also have adequate access to Meridian Road/highway 69, Kuna Mora Road and I-84.
 - Policy 1.A.3.f.: Inventory and identify other key parcels for industrial development and poise them to be shovel-ready for development, with access to the city’s public facilities, utilities and services.
 - Policy 1.A.3.h.: Inventory and identify key parcels for industrial development/use and poise them to be shovel ready for agritourism, agritainment, healthcare, technology, and manufacturing development, with access to the city’s public facilities, utilities and services.

***Analysis:** Additional Industrial/Manufacturing entitled parcels increase city inventory of land which has the potential to attract future Industrial/Manufacturing users. The subject site is immediately adjacent to the East Kuna Industrial area which was Annexed into Kuna City Limits in October 2019; this area currently has utility infrastructure projects in the works. The area in which East Kuna Industrial lies has maintained an Industrial/Manufacturing future land use designation since 2015 (City of Kuna Comprehensive Plan 2015; FLUM adopted December 15, 2015). The subject site is approximately 0.6 miles from the main railroad line, and is approximately one (1) mile from Kuna-Mora Road, which ACHD classifies as a future Expressway with seven (7) lanes, in the [Kuna Mora Road Interim Policy](#).*

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

1. Goal 3.A.: Ensure Community design directs growth and implements sustainable land use patterns.

- Objective 3.A.1.: Use the Future Land Use Map and land use regulations to direct development, encourage complementary and compatible land uses, and achieve good community design.
2. Goal 3.G.: Respect and protect private property rights.
- Objective 3.G.1.: Ensure land use policies, restrictions and fees do not violate private property rights.
 - Policy 3.G.1.b.: Ensure city land use actions, decisions and regulations will not cause an unconstitutional regulatory taking of private property; and do not effectively eliminate all economic value of the subject property.
 - Policy 3.G.1.c.: Ensure land use actions, decisions and regulations do not prevent a private property owner from taking advantage of a fundamental property right. Ensure city actions do not impose a substantial and significant limitation on the use of the property.

Analysis: As stated in Section 7.7.1, the East Kuna Industrial area has maintained a future land use designation as Industrial/Manufacturing since 2015; as such, an additional parcel with an Industrial/Manufacturing zone would provide additional ground for future development and land application area for future utilities. All property owners within the State of Idaho have a right to use and/or develop their property within the confines of the law as provided by Idaho Code and Local Ordinances.

- 4.7 Upon review, staff finds the request for Annexation be in general compliance with [KCC Title 5, I.C. §50-222](#), [Future Land Use Map](#), and the goals and policies set forth in Kuna's [Comprehensive Plan](#).

V CONDITIONS

Based upon the record contained in Case No. 22-08-AN, including the Comprehensive Plan, staff's memorandums, the exhibits and testimony during the public hearing, and the Commission's recommendation, Council approved the Case, subject to the following Conditions:

5.1 Staff Recommended Conditions

5.2 Transportation

- A. Applicant shall follow ACHD Policies and KCC upon development.
- B. Once a site development plan is created, and prior to development, Developer/Owner/Applicant shall confirm with ACHD any requirements for a Traffic Impact Study.

5.3 Public Works

- A. Developer/owner/Applicant shall coordinate with the City Engineer and Public Works Department regarding alternative solutions to sewer and water needs.
- B. Connections to City Services (Sewer, Water, Pressurized Irrigation) is required. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing services. All utilities shall be installed underground per [KCC 6-4-2](#) and shall conform to all corresponding City of Kuna Master Plans.
- C. Compliance with [Idaho Code §31-3805](#) is required; delivery of water shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
- D. When required, submit a petition to the City (as necessary, confirmed with the City Engineer)

consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation System of the City (KMIS).

5.4 General

- A.** The Developer/Owner/Applicant shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
- 1.** The City Engineer shall approve all sewer connections.
 - 2.** The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the Applicant has received approval of the drainage plan.
 - 3.** Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, “Catalog for Best Management Practices for Idaho Cities and Counties”.
 - 4.** The Kuna Rural Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Rural Fire District are required.
 - 5.** The Kuna Municipal Irrigation System and Boise Project Board of Control shall approve any modifications to the existing irrigation system.
 - 6.** Approval from Ada County Highway District shall be obtained, and Impact Fees must be paid prior to issuance of any building permit(s).
 - 7.** All public rights-of-way shall be dedicated and constructed to the standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.
- B.** The Developer/Owner/Applicant, and any future assigns having interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through the public hearing process.
- C.** The Applicant/Developer/Owner/Contractors are all hereby notified of Kuna’s working hours. Construction of any kind shall only be conducted within the hours specified in KCC. Noises and other public nuisances/distractions outside of this time frame are subject to lawful penalties.
- D.** The Applicant/Developer/Owner is hereby notified of Kuna’s weed control policies and requirements (KCC 8-1-3). Weeds, grasses, vines or other growth which endanger property or are over twelve (12) inches in height shall be continuously cut down, weeded out, sprayed, burned, removed or destroyed throughout all seasons.
- E.** Developer/Owner/Applicant shall follow staff, City Engineer and other agency recommended requirements, as applicable.
- F.** Developer/Owner/Applicant and all successors shall comply with Local, State and Federal laws.

VI TESTIMONY RECEIVED

- 6.1** Elver Miller, 16900 S Curtis Road, Kuna, ID, 83634, testified to his dislike of the 300-foot noticing requirement and needed to be changed. Mr. Miller further testified the site needed to remain Agriculture as neighboring development was already affecting wells in the area; he stressed that water will run out. Mr. Elver testified to his opinion that most of the development within the Treasure Valley was garbage and that there were already too many jobs and not enough people to fill them. Mr. Elver concluded that he lived in that area for a reason; he had made many sacrifices through the years in order to live outside the city.
- 6.2** Adrian Barker, 5005 W Barker Road, Kuna, ID, 83634, testified that development would affect his well; he further explained that his well was approximately 390-feet deep and the well on the subject site was 435-feet deep. Mr. Barker overviewed the additional wells that were within the area.
- 6.3** Jennifer Barker, 5005 W Barker Road, Kuna, ID, 83634, testified how her husband was the third generation and his family had been on their property for close to 100 years. Mrs. Barker also testified to her concerns development would have on the birds of prey within area and how their numbers would drop. She further testified that development would affect their existing lifestyle as their view would be blocked, the mosquito numbers would increase due to treatment ponds, there would be too many sea gulls, as well as noise, light and air pollution. She concluded by testifying there was no answer to the type of users that would be coming and that the 300-foot noticing radius was not enough.
- 6.4** Brian Frost, 10400 W Overland Road, Suite #316, Boise, ID, 83709, testified that the existing well on site would be used regardless of whether the property was developed or remained Agriculture; he further explained the projects intent of connecting to city services once they were available.
- 6.5** Billy Edwards, 10400 W Overland Road, Suite #316, Boise, ID, 83709, rebutted that the existing well would be abandoned once connected to city services, then referenced research he performed on other wells within the area via the GIS map on the Idaho Department of Water Resources website. Mr. Edwards also rebutted the project was some distance away from the boundary of the Birds of Prey conservation area per the Idaho Bureau of Land Management map. Mr. Edwards concluded that future users would only be what was permitted within their requested M-1 zone per the Land Use Table within Kuna City Code.

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

- 7.1** City of Kuna is a duly formed Municipal Corporation organized and existing by virtue of the laws of the State of Idaho is organized, existing and functioning pursuant to [Idaho Code §50-1](#).
- 7.2** The power of the City of Kuna lies in the Council to hear this matter as provided in [Idaho Code §50-222](#) and [§67-65](#), and [Kuna City Code 1-14-3](#).

VIII CONCLUSIONS OF LAW RE: APPLICATION FOR ANNEXATION

- 8.1** The City of Kuna has authority to annex lands into its boundaries pursuant to [Idaho Code §50-222](#).

8.2 [Idaho Code §50-222\(1\)](#) provides that:

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

(emphasis added).

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

8.4 The Annexation proposed by the application for Case No. 22-08-AN, would constitute an orderly development and would not contribute to urban sprawl of the City of Kuna.

IX

ORDER OF APPROVAL FOR ANNEXATION APPLICATION

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:

9.1 The Annexation application (Case No. 22-08-AN) is *Approved*.

BY ACTION OF THE CITY COUNCIL of the City of Kuna at its regular meeting held on the 21st of February 2023.

Joe Stear, Mayor

**CITY OF KUNA
ADA AND CANYON COUNTY, STATE OF IDAHO
RESOLUTION NO. R22-2023**

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA, ADA AND CANYON COUNTY, STATE OF IDAHO, SETTING FORTH CERTAIN FINDINGS; AUTHORIZING THE MAYOR AS THE AUTHORIZED AGENT OF THE CITY TO ENTER INTO THE “KUNA PARK IMPACT FEE CREDIT AGREEMENT” BY AND BETWEEN THIS CITY AND AMH DEVELOPMENT, LLC; AND AUTHORIZING THE TREASURER TO MAKE ARRANGEMENTS FOR CLOSING AND PAYMENT OF REIMBURSEMENT AMOUNT; AND PROVIDING AN EFFECTIVE DATE; AND DIRECTING THE CITY CLERK.

Section 1. Findings

- 1.1 The City Council approved Sadie Creek Subdivision No. 2 plat in Case No.09-01-S.
- 1.2 The Sadie Creek Subdivision No. 2 plat contains 83 buildable residential lots and a park (Ada County Parcel No. R7686331720) (the “Park Real Property”) together with completed improvements; and
- 1.3 The Sadie Creek Subdivision No. 2 Park Real Property and improvements qualify as Capital (System) Improvements which are eligible for Park Development Impact Fee expenditures pursuant to the City’s approved Park Impact Fee Capital Improvement Plan; and
- 1.4 The City’s Park Impact Fees for residential construction is currently \$939.00 per residence; and
- 1.5 AMH Development, LLC is the current owner of the Park Real Property. The Park Real Property improvements and the remaining lots of Sadie Creek Subdivision No. 2 for which there have been no building permits issued; and
- 1.6 AMH Development, LLC (the “Applicant”) has filed with the City Park Impact Fee Administrator (City Treasurer Jared Empey) (the “Administrator”) a *Written Offer to Dedicate Capital Improvements to the City and Application for Park Impact Fee Credit* (the “Application”) pursuant to the City’s Park Impact Fee Ordinance; and
- 1.7 The Applicant’s Application proposes to dedicate the Park Real Property, together with the improvements installed and constructed on the Park Real Property, to the City in exchange for Park Impact Fee Credit to be credited against any building permit subsequently issued by the City for residential construction in Sadie Creek Subdivision No. 2; and
- 1.8 The Applicant, in its Application, has represented to the Administrator that the value of the Park Real Property is \$622,077 and the value of the improvements which qualify as Capital (Systems) Improvements is \$722,303; and

- 1.9 The Administrator has processed and approved the Application, a true and correct copy of the approved Application is attached to this Resolution marked “**Exhibit A**”; and
- 1.10 The Administrator found, while processing the Application, that the value of the proposed dedication by the Applicant of the Park Real Property and the Park Real Property improvements exceeds the value of the total of all park impact fees that were charged and could be charged for residential building permits in Sadie Creek Subdivision No. 2 by the sum of \$92,196.00; and
- 1.11 Kuna City Code (KCC) Section 12-1-6 and Idaho Code Section 67-8209 provides and establishes the procedure for granting impact fee credit which includes the contribution by fee payers of real property and capital (systems) improvements, and provides for reimbursement when the contribution exceeds the value of the impact fee credit amount; and
- 1.12 The Applicant and the Administrator have negotiated the terms and the conditions of the approved Application with the “Kuna Park Impact Fee Credit Agreement” a true and correct copy is attached to this Resolution marked “**Exhibit B.**” This agreement is inclusive of the form of the *Warranty Deed* (Exhibit A therein) and the form of the *Grant Conveyance of Personal Property* (Exhibit B therein), and provides the terms and conditions related to title insurance and closing this transaction; and
- 1.13 KCC § 12-1-6 E 3 provides that “the City can use development impact fees paid by other development for the same city capital improvements to reimburse the fee payer for any credit in excess of the development impact fees due”; and
- 1.14 The City Council of the City of Kuna finds that it is in the best interests of the City of Kuna to enter into that certain Agreement entitled “Kuna Park Impact Fee Credit Agreement” for the reasons stated herein and therein.

NOW, THEREFORE, BE IT RESOLVED by the City Council as follows:

Section 2. Authority

- 2.1 The Mayor is hereby authorized to execute, as the authorized agent of this City, that certain “Kuna Park Impact Fee Credit Agreement”, a copy of which is attached hereto marked “**Exhibit B,**” subject to the terms and conditions stated therein, and to execute all ancillary documents, if any are required, in order to facilitate the City’s performance of its obligations under the “Kuna Park Impact Fee Credit Agreement”; and
- 2.2 The City Treasurer is authorized to proceed to make all the arrangements for closing the “Kuna Park Impact Fee Credit Agreement” with the title company and to draw on the City’s general fund in the amount of \$92,196.00 for the reimbursement payment and to subsequently reimburse the City’s general fund by said amount from the City’s park development impact fee trust fund.

Section 3. Effective Date:

3.1 This resolution shall be in full force and effect when passed and approved by the Mayor and City Council of the City of Kuna.

Section 4. Directing the City Clerk:

4.1 The City Clerk is hereby directed to file this Resolution forthwith in the official records of this City

PASSED AND ADOPTED BY THE MAYOR AND CITY COUNCIL of the City of Kuna this ____ day of _____, 2023.

Signed: _____
Joe Stear, Mayor

ATTEST:

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

Ayes: _____

Noes: _____

Absent: _____

By _____
Chris Engels, City Clerk

KUNA PARK IMPACT FEE CREDIT AGREEMENT

Parties:

City of Kuna	<i>City</i>	Street Address: 751 W. 4th Street, Kuna, Idaho Mailing Address: P.O. Box 13 Kuna, Idaho 83634
AMH Development, LLC	<i>Applicant</i>	280 E. Pilot Road, Suite 300 Las Vegas NV 89119

THIS KUNA PARK IMPACT FEE CREDIT AGREEMENT (this “Agreement”) is made and entered into on the Effective Date by and between the City of Kuna, a municipal corporation of the State of Idaho and AMH Development, LLC, a Delaware limited liability company.

NOW, THEREFORE, in consideration of the foregoing recitals and mutual covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and the Applicant hereby agree as follows:

SECTION 1 DEFINITIONS

- 1.1** “**Administrator**” means and refers to the City’s Park Impact Fee Administrator.
- 1.2** “**Agreement**” means and refers to this *Kuna Park Impact Fee Credit Agreement*.
- 1.3** “**Applicant**” means and refers to AMH Development, LLC, a Delaware limited liability company, and Party to this Agreement.
- 1.4** “**Application**” means and refers to the Applicant’s *Written Offer to Dedicate Capital Improvements to the City and Application for Park Impact Fee Credit*.
- 1.5** “**Capital Improvements**” means and refers to those Capital Improvements identified in the Application.
- 1.6** “**CIP**” means and refers to the *City of Kuna Police and Parks Departments Impact Fee Study and Capital Improvement Plan*.
- 1.7** “**City**” means and refers to the City of Kuna, an Idaho municipal corporation, Party to this Agreement.

- 1.8 “City Authority”** means and refers to the following:
- The development impact fee authority of the City pursuant to chapter 82 of title 67 of Idaho Code, which the City has exercised by the enactment of the Park Impact Fee Ordinance codified at chapter 1 of title 12 Kuna City Code.
- 1.9 “City Council”** means and refers to the Kuna City Council, which is the legislative body of the City.
- 1.10 Closing:** Means and refers to the date on which all documents needed to complete the transaction contemplated in this Agreement are executed (and recorded, if necessary) and the net reimbursement proceeds for the transaction are available for disbursement to the Applicant.
- 1.11 Closing Agent:** Means and refers to Empire Title & Escrow, 2541 E. Gala St. Ste. 100, Meridian, Idaho 83642.
- 1.12 Commitment:** Means and refers to the preliminary commitment for the Standard Form Title Insurance Policy on the Real Property issued by the Title Company.
- 1.13 “Effective Date”** means and refers to the date of the Closing.
- 1.14 “Park Impact Fees”** means and refers to fees imposed under the City’s Park Impact Fee Ordinance.
- 1.15 “Party” or “Parties”** means and refers to the Applicant or the City or both depending upon the context of how each of these terms appears in this Agreement.
- 1.16 “Real Property”** means and refers to that certain real property owned by the Applicant legally described as *Lot 1 Block 17 of Sadie Creek Subdivision No. 2 according to the plat thereof, filed in Book 122 of Plats at Pages 19270 through 19274, records of Ada County, Idaho.*
- 1.17 “Subdivision”** means and refers to Applicant’s Sadie Creek Subdivision No. 2. The final plat was approved by the City Council by Case No. 09-01-S which consists of 84 residential lots.
- 1.18 Title Company:** Means and refers to the Closing Agent.

SECTION 2 RECITALS

The Parties recite and declare:

- 2.1 The City has City Authority; and
- 2.2 The Applicant has filed their Application for park impact fee credit for all residential home construction in the Subdivision; and
- 2.3 The Applicant, in their Application, proposes to convey and transfer to the City the Real Property and the Capital Improvements; and
- 2.4 The Administrator has reviewed the Application and has approved it by determination that the Real Property and Capital Improvements offered by the Applicant for Park Impact Fee credit will:
 - Reduce a portion of the City's costs of providing parks and recreational facilities by an amount that exceeds the sum of Ninety-Two Thousand One Hundred and Ninety-Six and No/100ths Dollars (\$92,196.00) which is currently provided in the CIP and the City's Park Impact Fee Ordinance; and
- 2.5 The Real Property and Capital Improvements are of the same category and type of system improvements which are referenced in the CIP; and
- 2.6 Idaho Code Section 67-8209 provides that when the real property and capital improvements being offered to the City by the Applicant will reduce the City's costs of providing parks and recreational facilities by an amount that exceeds the Applicant's development project's proportionate share of the City's systems improvement costs, the Applicant can be reimbursed by the City for the amount that exceeds the Applicant's development project's proportionate share, which the Applicant has requested.

SECTION 3 COVENANTS OF THE APPLICANT

- 3.1 **Conveyance of Real Property:** The Applicant, shall grant, convey, and transfer to the City, upon the Effective Date, the Real Property together with the Capital Improvements by a good and sufficient warranty deed in the form as set forth in "Exhibit A" attached hereto.
- 3.2 **Conveyance of Personal Property and Assignment of Warranties:** The Applicant assigns, grants, conveys, and transfers to the City all of the following:

- Applicant’s right, title and interest in, to and under any and all guarantees and warranties in effect of the suppliers and manufactures, with respect to the Capital Improvements, if and only to the extent the same can be assigned; and
- Personal property items which are identified as Capital (Systems) Improvements in the Grantor’s Application, which was approved by the Grantee located upon the Real Property on the Effective Date, in the form as set forth in “Exhibit B” attached hereto.

SECTION 4 COVENANTS OF THE CITY

- 4.1 Acceptance of the Conveyance and Transfer:** The City will accept the conveyance and transfer of the Real Property together with the Capital Improvements on the Effective Date and henceforth possess and maintain the same as a public park.
- 4.2 Park Impact Fee Credit:** The City approves the Applicant’s Application and grants to the Applicant, commencing on the Effective Date, credit against Park Impact Fees, which are henceforth imposed upon an application for a building permit for the construction of the first residential building upon any residential lot within the Subdivision.
- 4.3 Reimbursement:** On the Effective Date at Closing, the City shall reimburse the Applicant the sum of Ninety-Two Thousand One Hundred and Ninety-Six and No/100ths Dollars (\$92,196.00)

SECTION 5 TITLE INSURANCE AND CLOSING

- 5.1 Title Insurance Policy.** At Closing, the City, at the City’s sole expense, will obtain a standard ALTA form (owner’s title insurance policy) for the Real Property (a “Standard Form Title Insurance Policy”) with a coverage amount equal to the amount based upon the Real Property value representations of the Applicant made in the Application, which will be issued by and through the Closing Agent. The City will pay the cost of the Standard Form Title Insurance Policy.
- 5.2 Closing Date.** Unless the Applicant and the City agree otherwise in writing, the Closing of the transaction contemplated in this Agreement will occur within ten (10) business days after the City notifies the Applicant and the Closing Agent that the Commitment is consistent with the warranty and reservations of the form warranty deed, Exhibit A, to this Agreement.
- 5.3 Closing Process.** The Closing Agent will serve as the agent for the closing of the transaction contemplated in this Agreement. Closing will be completed at the Closing Agent’s office located in Meridian, Idaho.

- 5.3.1** The City and the Applicant will deposit, when notified and without delay, in escrow, with the Closing Agent all instruments, money, and other documents reasonably required to complete Closing in accordance with the terms of this Agreement.
- 5.4 Closing Costs.** The City will pay the following Closing costs and fees: (a) the cost of the Standard Form Title Insurance Policy, (b) the escrow closing fees, and the City will record the deed since the City is exempt from recording fees by law (I.C. § 67-2301).
- 5.5 Taxes and Assessments Prorated.** All real and personal property taxes and assessments against or in connection with the Real Property and rents (if any), will be prorated by the Closing Agent at the time of Closing. All utility charges will be paid by the parties outside escrow directly between the parties and prorated at the date of Closing.
- 5.6 Hold Harmless Obligations.** City and the Applicant will each indemnify, defend, and hold harmless each other from their respective payment obligations under this Section 5.

SECTION 6 DEFAULT AND REMEDIES

- 6.1** Generally, in the event of a default of this Agreement, the non-defaulting Party shall provide written notice of the default to the defaulting Party and shall specify a period of not less than fifteen (15) Business Days during which the defaulting Party shall have the right to cure such default; provided, however, that such cure period may be extended if (i) the default cannot reasonably be cured within the cure period provided in such notice, (ii) the curing Party notifies the non-defaulting Party of such fact by no later than the end of the cure period provided in the notice, (iii) the curing Party has theretofore been diligent in pursuing the cure and (iv) the curing Party in such extension notice covenants to (and thereafter actually does) diligently pursue the cure to completion. If the defaulting Party fails to cure the default, the non-defaulting Party may either (a) terminate this Agreement and seek damages from the defaulting Party or (b) enforce this Agreement by the remedy of damages or specific performance or both.
- 6.2 Mutual Waiver of Consequential Damages.** Except in the case of gross negligence, bad faith or willful misconduct, for which claims for consequential damages are expressly reserved by the Parties, each Party hereby waives all claims against the other Party for any consequential or indirect damages that may arise out of or relate to this Agreement.

SECTION 7 MISCELLANEOUS

- 7.1 Recitals.** The recitals of this Agreement are material terms hereof and shall be binding upon the Parties.
- 7.2 Notice.** Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United States Postal Service. Until further notification by written notice in the manner required by this Section, notices to the Parties shall be delivered as follows:

City:	City of Kuna <i>Attention:</i> Park Impact Fee Administrator 751 W. 4th Street Kuna, Idaho 83634
Applicant:	AMH Development, LLC <i>Attention:</i> AMH Dev Legal Dept. 280 E. Pilot Road, Suite 300 Las Vegas NV 89119

If notice is given by U.S. Certified Mail, then the notice shall be deemed to have been given on the second (2nd) Business Day after the date the envelope containing the notice is deposited in the U.S. Mail, properly addressed to the Party to whom it is directed, postage prepaid. Notice made by personal delivery or overnight delivery shall be deemed given when received.

- 7.3 Assignment.** The Applicant may assign its rights and obligations under this Agreement to any (i) affiliate controlling, controlled by or under common control or (ii) subsequent owner of all or any portion of the Subject Real Property. The Applicant shall provide written notice to the City of any assignment (including a conformed written copy of the assignment).
- 7.4 Entire Agreement.** This Agreement, including all Exhibits attached hereto, contains the entire agreement between the Parties regarding the subject matter hereof, and all prior or contemporaneous communications or agreements between the Parties or their respective representatives with respect to the subject matter herein, whether oral or written, are merged into this Agreement and extinguished. No agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. If any term or provision of this Agreement or any application thereof shall be unenforceable, the remainder of this Agreement and any other application of any such term or provision shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted,

negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party.

- 7.5 Waivers.** Neither Party may waive any condition or breach of any representation, term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other representation, term, condition or covenant or of any subsequent breach of the same or of any other representation, term, condition or covenant of this Agreement.
- 7.6 Governing Law.** This Agreement is governed by and shall be construed in accordance with the laws of the State of Idaho. Any action brought in connection with this Agreement shall be brought exclusively in the Fourth District Court of the State of Idaho in and for the County of Ada.
- 7.7 Interpretation.** The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to “Section” or “Exhibit” reference the applicable section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words “including”, “such as” or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific terms, statements or matters, unless language of limitation, such as “and limited to” or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such term, statement or matter.
- 7.8 Counterparts.** This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.
- 7.9 Business Days.** As used herein, the term “Business Day” shall mean a day that is not a Saturday, Sunday or legal holiday in the State of Idaho. All other references to “days” hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Idaho, then the date for performance thereof shall be extended to the next Business Day.

- 7.10 Attorneys' Fees.** In the event any Party shall file suit or action at law or equity to interpret or enforce this Agreement, the provisions of Idaho Code Section 12-117, or any subsequent amendment or recodification of the same, shall apply to the determination of the prevailing Party and the award of reasonable attorney's fees, witness fees and other reasonable expenses. The provisions of this Section 6.10 shall survive the termination of this Agreement and the entry of any judgment shall not merge or be deemed to have merged into any judgment.
- 7.11 Further Assurances.** Upon the request of the other Party, each Party agrees to (i) furnish to the other Party such requested information, (ii) execute and deliver to the other Party such requested documents and (iii) do such other acts and things reasonably required for the purpose of carrying out the intent of this Agreement.
- 7.12 Waiver of Jury Trial.** EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS EVIDENCE OF SUCH WAIVER.

[Signatures appear on following page]

The City and the Applicant have caused this Agreement to be signed, in their names and on their behalf by their duly authorized officers, all as of the day and date first written above.

CITY:

City of Kuna,
a municipal corporation of the State of Idaho

By: _____
Name: _____
Title: Mayor

ATTEST:

By: _____
Name: _____
Title: City Clerk

APPLICANT:

AMH Development, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

RECORDED AT THE REQUEST OF:

City of Kuna, Idaho

AFTER RECORDING RETURN TO:

City of Kuna, Idaho
751 West Fourth Street
Kuna, ID 83634

WARRANTY DEED

FOR VALUE RECEIVED, **AMH Development, LLC**, a Delaware limited liability company, Grantor, does hereby convey and warrant to the **City of Kuna**, an Idaho municipality, Grantee, whose complete mailing address is 751 West Fourth Street, Kuna, ID 83634, the following described property situated in Ada County, Idaho:

Lot 1 in Block 17 of Sadie Creek Subdivision No. 2, according to the plat thereof, filed in Book 122 of Plats at Pages 19270 through 19274, records of Ada County, Idaho.

TOGETHER WITH all and singular the tenements, hereditaments, and appurtenances thereunto belonging, or otherwise appertaining, and all estate, right, title and interest in and to the said property.

TO HAVE AND TO HOLD said property unto Grantee, its successors and assigns forever.

ON THE CONDITION THAT said property is used by Grantee and its successors and assigns for no purpose other than a city park during the period beginning on the date this deed is recorded in the office of the Ada County Recorder and ending on the eighth (8th) anniversary thereof (the "Condition Period"). If said property is used by Grantee or its successors or assigns for a purpose other than a city park during the Condition Period, Grantor shall have a right to terminate the interest of Grantee and its successors and assigns and to reenter said property as the owner thereof.

RESERVING any easements or other rights arising under recorded instruments that benefit Grantor's other land in said subdivision.

SUBJECT TO: all taxes and assessment for the current year and future years, all matters of public record, and all matters that would be apparent from an accurate survey and inspection of the land.

GRANTOR DOES HEREBY WARRANT that, subject to the matters above set forth, said property is free from all liens and encumbrances. Further, subject to the matters above set forth, Grantor covenants to defend the title to the said property from all lawful claims whatsoever.

{signature page follows}

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed this _____ day of _____, 2023.

GRANTOR:

AMH DEVELOPMENT, LLC
a Delaware limited liability company

By: _____

Printed Name: _____

As Its: _____

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2023 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be an authorized representative of AMH Development, LLC and the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (seal)

EXHIBIT B

GRANT, CONVEYANCE OF PERSONAL PROPERTY

(I.C. § 55-505)

Grantor: AMH Development, LLC

Grantee: City of Kuna

AMH DEVELOPMENT, LLC, a Delaware limited liability company, hereinafter referred to as the "Grantor," does hereby grant, convey and transfer to the CITY OF KUNA, an Idaho municipal corporation, hereinafter referred to as "Grantee," pursuant to and in consideration of that certain *Kuna Park Impact Fee Credit Agreement* all of the Grantor's right, title, and interest in and to the following described personal property:

Those personal property items which are identified as Capital (Systems) Improvements in the Grantor's *Written Offer to Dedicate Capital Improvements to the City and Application for Park Impact Fee Credit*, which was approved by the Grantee located upon Ada County Assessor's Parcel No. R7686331720; and

Together with all guarantees and warranties in effect of the suppliers and manufactures, with respect to said Capital (Systems) Improvements, if and only to the extent the same can be assigned.

DATED this _____ day of February, 2023.

AMH Development, LLC,
a Delaware limited liability company

By: _____

Name: _____

Title: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2023 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be an authorized representative of AMH Development, LLC and the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (seal)

W:\Work\K\Kuna, City of 25721\Park Impact Fee Matters\Sadie Creek Community Impact Fee Credit Application\Applicaton for Impact Fee Credit documents\Kuna Park Impact Fee Credit Agreement - WFG 02.03.23 Draft_.docx

GRANT, CONVEYANCE OF PERSONAL PROPERTY
(I.C. § 55-505)

Grantor: AMH Development, LLC
Grantee: City of Kuna

AMH DEVELOPMENT, LLC, a Delaware limited liability company, hereinafter referred to as the "*Grantor*," does hereby grant, convey and transfer to the CITY OF KUNA, an Idaho municipal corporation, hereinafter referred to as "*Grantee*," pursuant to and in consideration of that certain *Kuna Park Impact Fee Credit Agreement* all of the Grantor’s right, title, and interest in and to the following described personal property:

Those personal property items which are identified as Capital (Systems) Improvements in the Grantor’s *Written Offer to Dedicate Capital Improvements to the City and Application for Park Impact Fee Credit*, which was approved by the Grantee located upon Ada County Assessor’s Parcel No. R7686331720; and

Together with all guarantees and warranties in effect of the suppliers and manufactures, with respect to said Capital (Systems) Improvements, if and only to the extent the same can be assigned.

DATED this _____ day of February, 2023.

AMH Development, LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2023 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be an authorized representative of AMH Development, LLC and the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (seal)

W:\Work\K\Kuna, City of 25721\Park Impact Fee Matters\Sadie Creek Community Impact Fee Credit Application\Applicaton for Impact Fee Credit documents\Grant Conveyance - Pers Prop 02.02.23 .docx

RECORDED AT THE REQUEST OF:

City of Kuna, Idaho

AFTER RECORDING RETURN TO:

City of Kuna, Idaho
751 West Fourth Street
Kuna, ID 83634

WARRANTY DEED

FOR VALUE RECEIVED, **AMH Development, LLC**, a Delaware limited liability company, Grantor, does hereby convey and warrant to the **City of Kuna**, an Idaho municipality, Grantee, whose complete mailing address is 751 West Fourth Street, Kuna, ID 83634, the following described property situated in Ada County, Idaho:

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TO HAVE AND TO HOLD said property unto Grantee, its successors and assigns forever.

ON THE CONDITION THAT said property is used by Grantee and its successors and assigns for no purpose other than a city park during the period beginning on the date this deed is recorded in the office of the Ada County Recorder and ending on the eighth (8th) anniversary thereof (the "Condition Period"). If said property is used by Grantee or its successors or assigns for a purpose other than a city park during the Condition Period, Grantor shall have a right to terminate the interest of Grantee and its successors and assigns and to reenter said property as the owner thereof.

RESERVING any easements or other rights arising under recorded instruments that benefit Grantor's other land in said subdivision.

SUBJECT TO: all taxes and assessment for the current year and future years, all matters of public record, and all matters that would be apparent from an accurate survey and inspection of the land.

GRANTOR DOES HEREBY WARRANT that, subject to the matters above set forth, said property is free from all liens and encumbrances. Further, subject to the matters above set forth, Grantor covenants to defend the title to the said property from all lawful claims whatsoever.

{signature page follows}

IN WITNESS WHEREOF, Grantor has executed this Warranty Deed this _____ day of _____, 2023.

GRANTOR:

AMH DEVELOPMENT, LLC
a Delaware limited liability company

By: _____

Printed Name: _____

As Its: _____

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

STATE OF CALIFORNIA)
) ss.
COUNTY OF _____)

On _____, 2023 before me, _____, Notary Public, personally appeared _____, who proved to me on the basis of satisfactory evidence to be an authorized representative of AMH Development, LLC and the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____ (seal)

James Washburn, CPA
Weston Flamm, CPA
Cassie Zattiero, CPA



Certified Public Accountants

812-B 12th Ave. South
P.O. Box 876
Nampa, ID 83653-0876
208 466-2493
FAX 208 467-2000
www.BaileyCPAs.com

February 15, 2023

To the City Council
City of Kuna, Idaho

We have audited the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of City of Kuna, Idaho for the year ended September 30, 2022. Professional standards require that we provide you with information about our responsibilities under generally accepted auditing standards and *Government Auditing Standards*, as well as certain information related to the planned scope and timing of our audit. We have communicated such information in our letter to you dated August 15, 2022. Professional standards also require that we communicate to you the following information related to our audit.

Significant Audit Matters

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. The significant accounting policies used by City of Kuna, Idaho are described in the notes to the financial statements. No new accounting policies were adopted and the application of existing policies was not changed during 2022. We noted no transactions entered into by the City during the year for which there is a lack of authoritative guidance or consensus. All significant transactions have been recognized in the financial statements in the proper period.

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the governmental activities and the business-type activities' financial statements were:

Management's estimate of the current portion of compensated absences is based on prior history of employees' use of compensated absences. Management's estimate of the value of donated infrastructure is based on prices provided by the developer, along with engineering measurements, and a percentage of recovery. We evaluated the key factors and assumptions used to develop the current portion of compensated absences and the value of donated infrastructure in determining that they are reasonable in relation to the financial statements taken as a whole.

The financial statement disclosures are neutral, consistent, and clear.

Difficulties Encountered in Performing the Audit

We encountered no difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are clearly trivial, and communicate them to the appropriate level of management. The schedule attached to the management representation letter summarizes uncorrected misstatements of the financial statements. Management has determined that their effects are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. In addition, other misstatements detected as a result of audit procedures were corrected by management.

Disagreements with Management

For purposes of this letter, a disagreement with management is a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditor's report. We are pleased to report that no such disagreements arose during the course of our audit.

Management Representations

We have requested certain representations from management that are included in the management representation letter dated February 15, 2023.

Management Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to City of Kuna, Idaho's financial statements or a determination of the type of auditor's opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all the relevant facts. To our knowledge, there were no such consultations with other accountants.

Other Audit Findings or Issues

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as the City's auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Other Matters

We applied certain limited procedures to the Schedule of Employer's Share of Net Pension Liability (Asset), Schedule of Employer Contributions, Budgetary (GAAP Basis) Comparison Schedule – General fund, the Budgetary (GAAP Basis) Comparison Schedule – Grant fund, and the Budgetary (GAAP Basis) Comparison Schedule – Late Comers' Fee fund, which are required supplementary information (RSI) that supplements the basic financial statements. Our procedures consisted of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We did not audit the RSI and do not express an opinion or provide any assurance on the RSI.

We were engaged to report on the combining nonmajor fund financial statements, which accompany the financial statements but are not RSI. With respect to this supplementary information, we made certain inquiries of management and evaluated the form, content, and methods of preparing the information to determine that the information complies with accounting principles generally accepted in the United States of America, the method of preparing it has not changed from the prior period, and the information is appropriate and complete in relation to our audit of the financial statements. We compared and reconciled the supplementary information to the underlying accounting records used to prepare the financial statements or to the financial statements themselves.

We were not engaged to report on the Schedules of Revenues by Source and Expenditures by Object – Budget and Actual – General fund, which accompany the financial statements but are not RSI. Such information has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.

Restriction on Use

This information is intended solely for the information and use of the City Council and management of City of Kuna, Idaho and is not intended to be, and should not be, used by anyone other than these specified parties.

Very truly yours,

Bailey & Co.

CITY OF KUNA, IDAHO

Report on Audited
Basic Financial Statements,
Supplementary Information
and
Other Information

For the Year Ended September 30, 2022

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James Washburn, CPA
Weston Flamm, CPA
Cassie Zattiero, CPA



Certified Public Accountants

812-B 12th Ave. South
P.O. Box 876
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FAX 208 467-2000
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Independent Auditor's Report

To the Honorable Mayor
and City Council
City of Kuna, Idaho

Report on the Audit of the Financial Statements

Qualified and Unmodified Opinions

We have audited the accompanying financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of City of Kuna, Idaho (the City), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements as listed in the table of contents.

Summary of Opinions

<u>Opinion Unit</u>	<u>Type of Opinion</u>
Governmental Activities	Qualified
Business-type Activities	Qualified
Discretely Presented Component Unit	Unmodified
General Fund	Unmodified
Grant Fund	Unmodified
Late Comers' Fee Fund	Unmodified
Capital Outlay Fund	Unmodified
Water Fund	Qualified
Sewer Fund	Qualified
Irrigation Fund	Qualified
Trash Fund	Unmodified
Aggregate Remaining Fund Information	Unmodified

Qualified Opinions on the Governmental Activities, the Business-type Activities, the Water Fund, the Sewer Fund, and the Irrigation Fund

In our opinion, except for the effects of the matter described in the Basis for Qualified and Unmodified Opinions section of our report, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, business-type activities, water fund, sewer fund, and irrigation fund of City of Kuna, Idaho, as of September 30, 2022, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Unmodified Opinions on the Discretely Presented Component Unit, the General Fund, the Grant Fund, the Late Comers' Fee Fund, the Capital Outlay Fund, the Trash Fund, and the Aggregate Remaining Fund Information

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the discretely presented component unit, the general fund, the grant fund, the late comers' fee fund, the capital outlay fund, the trash fund, and the aggregate remaining fund information of City of Kuna, Idaho, as of September 30, 2022, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Qualified and Unmodified Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of the Financial Statements section of our report. We are required to be independent of City of Kuna, Idaho, and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our qualified and unmodified audit opinions.

Matter Giving Rise to the Qualified Opinion on the Governmental Activities, the Business-type Activities, the Water Fund, the Sewer Fund, and the Irrigation Fund

Management has not performed or contracted to perform the actuarial calculations for other post-employment benefits and, accordingly, has not considered the City's other post-employment benefit liability. Accounting principles general accepted in the United States of America require that a liability be recorded for other post-employment benefits, which would initially decrease net position, increase liabilities, and increase expenses in each of the affected opinion units. The amount by which this departure would affect net position, liabilities, and expenses in the relevant opinion units has not been determined.

Change in Reporting Entity

Kuna Urban Renewal Agency management, in conjunction with the City of Kuna, Idaho, evaluated the recent operations of the Agency and determined it was no longer appropriate to report the Agency as a blended component unit of the City. The Agency now falls under the criteria to be reported as a discrete component unit of the City, which is a change in reporting entity. This resulted in restatement of beginning net position. Our opinion is not modified with respect to this matter.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards and *Government Auditing Standards* will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards and *Government Auditing Standards*, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, no such opinion is expressed.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the City's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the schedule of employer's share of net pension liability (asset), schedule of employer contributions, and budgetary comparison information as listed in the table of contents be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The City has omitted management's discussion and analysis that accounting principles generally accepted in the United States of America require to be presented to supplement the basic financial statements. Such missing information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. Our opinion on the basic financial statements is not affected by this missing information.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The accompanying combining nonmajor fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining nonmajor fund financial statements are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the supplemental schedules of revenues by source and expenditures by object – budget and actual – general fund but does not include the basic financial statements and our auditor's report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated February 15, 2023, on our consideration of City of Kuna, Idaho's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is solely to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the City's internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the City's internal control over financial reporting and compliance.

Bailey & Co.

Nampa, Idaho
February 15, 2023

City of Kuna, Idaho
Statement of Net Position
September 30, 2022

	Primary Government			Component Unit
	Governmental Activities	Business-type Activities	Total	
Assets				
Current Assets:				
Cash and Cash Equivalents	\$ 21,124,803	\$ 33,246,515	\$ 54,371,318	\$ 144,244
Prepaid Items	105,053	80,307	185,360	0
Receivables, Net:				
Property Taxes	4,221,398	0	4,221,398	321,096
Interest	52,403	71,219	123,622	0
Accounts and Notes	23,245	1,067,434	1,090,679	0
Intergovernmental and Grants	866,609	0	866,609	0
Total Current Assets	<u>26,393,511</u>	<u>34,465,475</u>	<u>60,858,986</u>	<u>465,340</u>
Noncurrent Assets:				
Restricted Cash	7,636,589	0	7,636,589	0
Note Receivables, Net	0	18,135	18,135	0
Capital Assets:				
Land and Construction in Progress	3,843,360	2,476,005	6,319,365	86,283
Buildings, Net	2,233,235	27,676,092	29,909,327	0
Equipment/Vehicles, Net	384,671	1,651,423	2,036,094	0
Improvements/Infrastructure, Net	4,711,907	27,776,777	32,488,684	0
Intangibles, Net	88,813	40,178	128,991	116,285
Total Capital Assets	<u>11,261,986</u>	<u>59,620,475</u>	<u>70,882,461</u>	<u>202,568</u>
Total Noncurrent Assets	<u>18,898,575</u>	<u>59,638,610</u>	<u>78,537,185</u>	<u>202,568</u>
Total Assets	<u>45,292,086</u>	<u>94,104,085</u>	<u>139,396,171</u>	<u>667,908</u>
Deferred Outflows				
Pension	<u>856,131</u>	<u>971,322</u>	<u>1,827,453</u>	<u>0</u>
Liabilities				
Current Liabilities:				
Accounts Payable and Other Current Liabilities	387,889	1,556,890	1,944,779	146
Unearned Revenue	505,659	19,398	525,057	0
Total Current Liabilities	<u>893,548</u>	<u>1,576,288</u>	<u>2,469,836</u>	<u>146</u>
Long-term Liabilities:				
Due Within One Year:				
Compensated Absences	143,756	136,308	280,064	0
Notes Payable	46,274	0	46,274	0
Due in More Than One Year:				
Compensated Absences	8,047	63,629	71,676	0
Net Pension Liability	1,519,357	1,713,854	3,233,211	0
Notes Payable	509,299	0	509,299	0
Total Long-term Liabilities	<u>2,226,733</u>	<u>1,913,791</u>	<u>4,140,524</u>	<u>0</u>
Total Liabilities	<u>3,120,281</u>	<u>3,490,079</u>	<u>6,610,360</u>	<u>146</u>

The accompanying notes are an integral
part of the financial statements.

City of Kuna, Idaho
Statement of Net Position (continued)
September 30, 2022

	Primary Government			Component Unit
	Governmental Activities	Business-type Activities	Total	
Deferred Inflows				
Pension	3,460	58,101	61,561	0
Unavailable Property Taxes	4,170,124	0	4,170,124	319,906
Total Deferred Inflows	<u>4,173,584</u>	<u>58,101</u>	<u>4,231,685</u>	<u>319,906</u>
Net Position				
Net Investment in Capital Assets	11,261,986	59,620,475	70,882,461	202,568
Restricted	11,369,447	0	11,369,447	145,288
Unrestricted	16,222,919	31,906,752	48,129,671	0
Total Net Position	<u>\$ 38,854,352</u>	<u>\$ 91,527,227</u>	<u>\$ 130,381,579</u>	<u>\$ 347,856</u>

The accompanying notes are an integral
part of the financial statements.

City of Kuna, Idaho
Statement of Activities
For the Year Ended September 30, 2022

Functions	Expenses	Program Revenues			Net (Expense) Revenue
		Charges for Services and Sales	Operating Grants and Contributions	Capital Grants and Contributions	
Governmental Activities:					
General Government	\$ 8,248,030	\$ 4,323,400	\$ 62,732	\$ 0	\$ (3,861,898)
Community and Economic Development	251,448	2,483,932	0	3,711,466	5,943,950
Total Governmental Activities	<u>8,499,478</u>	<u>6,807,332</u>	<u>62,732</u>	<u>3,711,466</u>	<u>2,082,052</u>
Business-type Activities:					
Water	2,337,701	3,905,059	0	276,353	1,843,711
Sewer	5,172,150	6,332,505	0	277,482	1,437,837
Irrigation	1,081,916	2,223,983	0	222,374	1,364,441
Trash	3,104,729	3,131,757	0	0	27,028
Total Business-type Activities	<u>11,696,496</u>	<u>15,593,304</u>	<u>0</u>	<u>776,209</u>	<u>4,673,017</u>
Total Primary Government	<u>\$ 20,195,974</u>	<u>\$ 22,400,636</u>	<u>\$ 62,732</u>	<u>\$ 4,487,675</u>	<u>\$ 6,755,069</u>
Component Unit:					
Urban Renewal	\$ 9,378	\$ 0	\$ 0	\$ 82,283	\$ 72,905

The accompanying notes are an integral
part of the financial statements.

City of Kuna, Idaho
Statement of Activities (continued)
For the Year Ended September 30, 2022

	Primary Government			Component Unit
	Governmental Activities	Business-type Activities	Total	
Change in Net Position				
Net (Expense) Revenue	\$ 2,082,052	\$ 4,673,017	\$ 6,755,069	\$ 72,905
General Revenues				
Property Taxes	4,116,772	0	4,116,772	148,294
Sales Tax Revenue Sharing	2,668,423	0	2,668,423	0
Liquor Apportionment	287,676	0	287,676	0
Impact Fees	797,918	0	797,918	0
Other	93,594	0	93,594	0
Investment Earnings	175,837	259,612	435,449	0
Disposal of Assets	(161,391)	83,381	(78,010)	0
Special Items				
Mitigation Fees	8,400,000	0	8,400,000	0
Transfers	(4,471,129)	4,471,129	0	0
Total General Revenues, Special Items, and Transfers	11,907,700	4,814,122	16,721,822	148,294
Change in Net Position	13,989,752	9,487,139	23,476,891	221,199
Net Position, Beginning - Previously	24,991,257	82,040,088	107,031,345	0
Change in Reporting Entity	(126,657)	0	(126,657)	126,657
Net Position, Beginning - Restated	24,864,600	82,040,088	106,904,688	126,657
Net Position, Ending	<u>\$ 38,854,352</u>	<u>\$ 91,527,227</u>	<u>\$ 130,381,579</u>	<u>\$ 347,856</u>

The accompanying notes are an integral
part of the financial statements.

City of Kuna, Idaho
Balance Sheet -
Governmental Funds
September 30, 2022

	General	Grant	Late Comers' Fee	Capital Outlay	Nonmajor Funds	Total Governmental Funds
Assets						
Cash and Cash Equivalents	\$ 16,942,411	\$ 0	\$ 3,717,930	\$ 464,462	\$ 0	\$ 21,124,803
Prepaid Items	105,053	0	0	0	0	105,053
Receivables, Net:						
Property Taxes	4,221,398	0	0	0	0	4,221,398
Interest	37,289	0	10,173	0	4,941	52,403
Accounts	23,245	0	0	0	0	23,245
Intergovernmental and Grants	866,609	0	0	0	0	866,609
Restricted Cash	4,649,938	0	0	0	2,986,651	7,636,589
Total Assets	<u>26,845,943</u>	<u>0</u>	<u>3,728,103</u>	<u>464,462</u>	<u>2,991,592</u>	<u>34,030,100</u>
Deferred Outflows	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Assets and Deferred Outflows	<u>\$ 26,845,943</u>	<u>\$ 0</u>	<u>\$ 3,728,103</u>	<u>\$ 464,462</u>	<u>\$ 2,991,592</u>	<u>\$ 34,030,100</u>
Liabilities						
Accounts Payable	\$ 178,102	\$ 0	\$ 0	\$ 123,118	\$ 0	\$ 301,220
Benefits and Wages Payable	82,937	0	0	0	0	82,937
Payroll Taxes Payable	3,732	0	0	0	0	3,732
Unearned Revenues	505,473	0	186	0	0	505,659
Total Liabilities	<u>770,244</u>	<u>0</u>	<u>186</u>	<u>123,118</u>	<u>0</u>	<u>893,548</u>
Deferred Inflows						
Unavailable Property Taxes	<u>4,219,170</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>4,219,170</u>
Fund Balances:						
Nonspendable	105,053	0	0	0	0	105,053
Restricted	4,649,938	0	3,727,917	0	2,991,592	11,369,447
Assigned	0	0	0	341,344	0	341,344
Unassigned	17,101,538	0	0	0	0	17,101,538
Total Fund Balances	<u>21,856,529</u>	<u>0</u>	<u>3,727,917</u>	<u>341,344</u>	<u>2,991,592</u>	<u>28,917,382</u>
Total Liabilities, Deferred Inflows, and Fund Balances	<u>\$ 26,845,943</u>	<u>\$ 0</u>	<u>\$ 3,728,103</u>	<u>\$ 464,462</u>	<u>\$ 2,991,592</u>	<u>\$ 34,030,100</u>

The accompanying notes are an integral
part of the financial statements.

City of Kuna, Idaho
 Reconciliation of the Balance Sheet of the Governmental
 Funds to the Statement of Net Position
 September 30, 2022

Total Fund Balances - Governmental Funds	\$	28,917,382
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Amounts reported for governmental activities in the statement of net position are different because of the following:

Capital assets used in governmental activities are not financial resources and, therefore, are not reported in governmental funds. The cost of assets consist of:

Land and Construction in Progress	\$	3,843,360	
Buildings, Net of \$522,017 Accumulated Depreciation		2,233,235	
Equipment/Vehicles, Net of \$1,165,946 Accumulated Depreciation		384,671	
Improvements/Infrastructure, Net of \$865,889 Accumulated Depreciation		4,711,907	
Intangibles, Net of \$133,629 Accumulated Depreciation		<u>88,813</u>	
			11,261,986

In the government-wide statements, deferred inflows represent acquisitions of net position that are applicable to a future reporting period and deferred outflows represent the consumption of resources that are applicable to a future reporting period. These deferrals consist of:

Deferred Outflows Related to Net Pension Liability (Asset)	856,131		
Deferred Inflows Related to Net Pension Liability (Asset)		<u>(3,460)</u>	
			852,671

Long-term liabilities applicable to the City's governmental activities are not due and payable in the current period and, accordingly, are not reported as fund liabilities. Long-term liabilities at year end consist of:

Notes Payable	(555,573)		
Compensated Absences		(151,803)	
Net Pension Liability		<u>(1,519,357)</u>	
			(2,226,733)

Property taxes receivable for delinquent levies will be collected in the next year, but are not available soon enough to pay for current period expenditures, and therefore, are unavailable in the fund financial statements.

		<u>49,046</u>
Net Position of Governmental Activities	\$	<u><u>38,854,352</u></u>

The accompanying notes are an integral
part of the financial statements.

City of Kuna, Idaho
Statement of Revenues, Expenditures, and
Changes in Fund Balances -
Governmental Funds
For the Year Ended September 30, 2022

	General	Grant	Late Comers' Fee	Capital Outlay	Nonmajor Funds	Total Governmental Funds
Revenues						
Property Taxes	\$ 4,112,020	\$ 0	\$ 0	\$ 0	\$ 0	\$ 4,112,020
Charges for Services	4,323,400	0	2,483,932	0	0	6,807,332
Grants and Contributions	61,484	2,587,714	0	0	0	2,649,198
Intergovernmental	2,956,099	0	0	0	0	2,956,099
Impact Fees	0	0	0	0	797,918	797,918
Interest	114,755	0	41,775	0	19,307	175,837
Other	93,594	0	0	0	0	93,594
Total Revenues	11,661,352	2,587,714	2,525,707	0	817,225	17,591,998
Expenditures						
Current:						
Salaries and Benefits	2,276,949	0	0	0	0	2,276,949
Maintenance and Operations Community and Economic	5,094,859	15,850	0	0	0	5,110,709
Development	0	0	251,448	0	0	251,448
Capital Outlay	236,950	190,744	1,133	3,419,103	0	3,847,930
Total Expenditures	7,608,758	206,594	252,581	3,419,103	0	11,487,036
Excess (Deficiency) of Revenues Over Expenditures	4,052,594	2,381,120	2,273,126	(3,419,103)	817,225	6,104,962
Other Financing Sources (Uses)						
Issuance of Debt	0	0	555,573	0	0	555,573
Transfers In	3,587,666	166,045	0	3,541,309	0	7,295,020
Transfers Out	(3,015,068)	(2,547,165)	(4,333,787)	(1,177,843)	(692,286)	(11,766,149)
Total Other Financing Sources (Uses)	572,598	(2,381,120)	(3,778,214)	2,363,466	(692,286)	(3,915,556)
Special Items						
Mitigation Fees	8,400,000	0	0	0	0	8,400,000
Net Change in Fund Balances	13,025,192	0	(1,505,088)	(1,055,637)	124,939	10,589,406
Fund Balances - Beginning	8,831,337	0	5,233,005	1,396,981	2,866,653	18,327,976
Fund Balances - Ending	\$21,856,529	\$ 0	\$3,727,917	\$ 341,344	\$2,991,592	\$ 28,917,382

The accompanying notes are an integral
part of the financial statements.

City of Kuna, Idaho
 Reconciliation of the Statement
 of Revenues, Expenditures, and Changes in Fund Balances
 of the Governmental Funds to the Statement of Activities
 For the Year Ended September 30, 2022

Total Net Change in Fund Balance - Governmental Funds \$ 10,589,406

Amounts reported for governmental activities in the statement of activities are different because of the following:

Capital outlays are reported in governmental funds as expenditures. However, in the statement of activities, the cost of those assets is allocated over their useful lives as depreciation expense. In the current period these amounts are:

Capital Outlay	\$ 3,684,870	
Contributed Assets	1,125,000	
Disposal of Assets	(161,391)	
Depreciation Expense	<u>(446,330)</u>	
Net		4,202,149

Because some revenues will not be collected for several months after the City's fiscal year ends, they are not considered as "available" revenues in the governmental funds and are, instead, counted as deferred inflows. They are, however, recorded as revenues in the statement of activities. 4,752

Some expenses in the statement of activities do not require the use of current financial resources and, therefore, are not reported as expenditures in governmental funds.

Compensated Absences Liability Changes	(3,714)	
Net Pension Liability (Asset) and Related Deferral Changes	<u>(247,268)</u>	
		(250,982)

The proceeds from long-term debt (e.g., bonds, notes, leases) provides current financial resources to governmental funds, while repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on net position. This amount represents the net effect of these differences in the treatment of long-term debt and related items.

Principal Payments on Long-term Debt	0	
Issuance of Debt	<u>(555,573)</u>	
		<u>(555,573)</u>

Change in Net Position of Governmental Activities \$ 13,989,752

The accompanying notes are an integral
part of the financial statements.

City of Kuna, Idaho
Statement of Net Position -
Proprietary Funds
September 30, 2022

	Business-type Activities - Enterprise Funds		
	Water	Sewer	Irrigation
Assets			
Current Assets:			
Cash and Cash Equivalents	\$ 13,488,658	\$ 11,998,090	\$ 7,662,803
Prepaid Items	46,957	28,321	5,029
Interest Receivable	32,627	22,718	15,874
Accounts and Notes Receivable, Net	327,517	454,902	3,564
Total Current Assets	<u>13,895,759</u>	<u>12,504,031</u>	<u>7,687,270</u>
Noncurrent Assets:			
Notes Receivable, Net	0	1,405	16,730
Capital Assets:			
Land and Construction in Progress	417,629	1,718,609	339,767
Buildings, Net	753,046	26,144,399	778,647
Equipment/Vehicles, Net	217,779	1,311,949	121,695
Improvements/Infrastructure, Net	7,875,504	15,959,513	3,941,760
Intangibles, Net	20,093	12,990	7,095
Total Noncurrent Assets	<u>9,284,051</u>	<u>45,148,865</u>	<u>5,205,694</u>
Total Assets	<u>23,179,810</u>	<u>57,652,896</u>	<u>12,892,964</u>
Deferred Outflows			
Pension	<u>404,565</u>	<u>462,203</u>	<u>104,554</u>
Liabilities			
Current Liabilities:			
Accounts Payable	92,184	179,665	21,977
Benefits and Wages Payable	35,330	39,631	9,014
Payroll Taxes Payable	1,619	2,113	414
Deposits from Others	693,359	0	0
Due to KeyBank LID	0	474,553	0
Unearned Revenues	0	0	19,398
Compensated Absences	56,841	65,037	14,430
Total Current Liabilities	<u>879,333</u>	<u>760,999</u>	<u>65,233</u>
Long-term Liabilities:			
Compensated Absences	34,670	19,970	8,989
Net Pension Liability	716,257	810,910	186,687
Total Long-term Liabilities	<u>750,927</u>	<u>830,880</u>	<u>195,676</u>
Total Liabilities	<u>1,630,260</u>	<u>1,591,879</u>	<u>260,909</u>
Deferred Inflows			
Pension	<u>24,551</u>	<u>32,045</u>	<u>1,505</u>
Net Position			
Net Investment in Capital Assets	9,284,051	45,147,460	5,188,964
Unrestricted	12,645,513	11,343,715	7,546,140
Total Net Position	<u>\$ 21,929,564</u>	<u>\$ 56,491,175</u>	<u>\$ 12,735,104</u>

The accompanying notes are an integral
part of the financial statements.

City of Kuna, Idaho
Statement of Net Position -
Proprietary Funds (continued)
September 30, 2022

	Business-type Activities - Enterprise Funds	
	Trash	Total
Assets		
Current Assets:		
Cash and Cash Equivalents	\$ 96,964	\$ 33,246,515
Prepaid Items	0	80,307
Interest Receivable	0	71,219
Accounts and Notes Receivable, Net	281,451	1,067,434
Total Current Assets	378,415	34,465,475
Noncurrent Assets:		
Notes Receivable, Net	0	18,135
Capital Assets:		
Land and Construction in Progress	0	2,476,005
Buildings, Net	0	27,676,092
Equipment/Vehicles, Net	0	1,651,423
Improvements, Net	0	27,776,777
Intangibles, Net	0	40,178
Total Noncurrent Assets	0	59,638,610
Total Assets	378,415	94,104,085
Deferred Outflows		
Pension	0	971,322
Liabilities		
Current Liabilities:		
Accounts Payable	7,031	300,857
Benefits and Wages Payable	0	83,975
Payroll Taxes Payable	0	4,146
Deposits from Others	0	693,359
Due to KeyBank LID	0	474,553
Unearned Revenues	0	19,398
Compensated Absences	0	136,308
Total Current Liabilities	7,031	1,712,596
Long-term Liabilities:		
Compensated Absences	0	63,629
Net Pension Liability	0	1,713,854
Total Long-term Liabilities	0	1,777,483
Total Liabilities	7,031	3,490,079
Deferred Inflows		
Pension	0	58,101
Net Position		
Net Investment in Capital Assets	0	59,620,475
Unrestricted	371,384	31,906,752
Total Net Position	\$ 371,384	\$ 91,527,227

The accompanying notes are an integral
part of the financial statements.

City of Kuna, Idaho
Statement of Revenues, Expenses, and Changes
in Fund Net Position - Proprietary Funds
For the Year Ended September 30, 2022

	Business-type Activities - Enterprise Funds		
	Water	Sewer	Irrigation
Operating Revenues			
Charges for Services	\$ 2,785,362	\$ 4,971,341	\$ 1,424,382
Hook Ups	943,075	1,156,298	756,755
Delinquent Fees	32,721	58,656	15,848
Miscellaneous	143,901	146,210	26,998
Total Operating Revenues	<u>3,905,059</u>	<u>6,332,505</u>	<u>2,223,983</u>
Operating Expenses			
Salaries and Benefits	1,020,741	1,177,457	264,304
Contractor Services	67,759	86,854	32,214
Maintenance and Operations	568,055	1,394,815	446,852
Depreciation	681,146	2,513,024	338,546
Total Operating Expenses	<u>2,337,701</u>	<u>5,172,150</u>	<u>1,081,916</u>
Operating Income (Loss)	<u>1,567,358</u>	<u>1,160,355</u>	<u>1,142,067</u>
Nonoperating Revenues (Expenses)			
Interest Earned	119,995	80,939	58,647
Disposal of Assets	0	83,381	0
Total Nonoperating Revenues (Expenses)	<u>119,995</u>	<u>164,320</u>	<u>58,647</u>
Income (Loss) Before Transfers	<u>1,687,353</u>	<u>1,324,675</u>	<u>1,200,714</u>
Transfers and Capital Contributions			
Transfers In	254,036	4,008,396	208,697
Capital Contributions	276,353	277,482	222,374
Net Transfers and Capital Contributions	<u>530,389</u>	<u>4,285,878</u>	<u>431,071</u>
Change in Net Position	2,217,742	5,610,553	1,631,785
Net Position - Beginning	19,711,822	50,880,622	11,103,319
Net Position - Ending	<u>\$ 21,929,564</u>	<u>\$ 56,491,175</u>	<u>\$ 12,735,104</u>

The accompanying notes are an integral
part of the financial statements.

City of Kuna, Idaho
Statement of Revenues, Expenses, and Changes
in Fund Net Position - Proprietary Funds (continued)
For the Year Ended September 30, 2022

	Business-type Activities - Enterprise Funds	
	Trash	Total
Operating Revenues		
Charges for Services	\$ 3,131,757	\$ 12,312,842
Hook Ups	0	2,856,128
Delinquent Fees	0	107,225
Miscellaneous	0	317,109
Total Operating Revenues	<u>3,131,757</u>	<u>15,593,304</u>
Operating Expenses		
Salaries and Benefits	0	2,462,502
Contractor Services	0	186,827
Maintenance and Operations	3,104,729	5,514,451
Depreciation	0	3,532,716
Total Operating Expenses	<u>3,104,729</u>	<u>11,696,496</u>
Operating Income (Loss)	<u>27,028</u>	<u>3,896,808</u>
Nonoperating Revenues (Expenses)		
Interest Earned	31	259,612
Disposal of Assets	0	83,381
Total Nonoperating Revenues (Expenses)	<u>31</u>	<u>342,993</u>
Income (Loss) Before Transfers	<u>27,059</u>	<u>4,239,801</u>
Transfers and Capital Contributions		
Transfers In	0	4,471,129
Capital Contributions	0	776,209
Net Transfers and Capital Contributions	<u>0</u>	<u>5,247,338</u>
Change in Net Position	27,059	9,487,139
Net Position - Beginning	344,325	82,040,088
Net Position - Ending	<u>\$ 371,384</u>	<u>\$ 91,527,227</u>

The accompanying notes are an integral
part of the financial statements.

City of Kuna, Idaho
Statement of Cash Flows -
Proprietary Funds
For the Year Ended September 30, 2022

	Business-type Activities - Enterprise Funds		
	Water	Sewer	Irrigation
Cash Flows From Operating Activities			
Receipts from Customers	\$ 3,804,122	\$ 6,235,379	\$ 2,217,335
Payments to Suppliers for Goods or Services	(670,003)	(1,548,625)	(506,933)
Payments to Employees for Services	(896,872)	(1,038,829)	(231,283)
Other Receipts	143,901	146,210	26,998
Net Cash Provided (Used) by Operating Activities	<u>2,381,148</u>	<u>3,794,135</u>	<u>1,506,117</u>
Cash Flows From Noncapital Financing Activities			
Transfers In (Out)	<u>254,036</u>	<u>4,008,396</u>	<u>208,697</u>
Cash Flows From Capital and Related Financing Activities			
Purchases and Construction of Capital Assets	(1,928,250)	(5,558,849)	(384,412)
Proceeds from Sale of Capital Assets	<u>0</u>	<u>83,381</u>	<u>0</u>
Net Cash Used by Capital and Related Financing Activities	<u>(1,928,250)</u>	<u>(5,475,468)</u>	<u>(384,412)</u>
Cash Flows From Investing Activities			
Interest	<u>105,580</u>	<u>68,240</u>	<u>50,500</u>
Net Change in Cash and Cash Equivalents	812,514	2,395,303	1,380,902
Cash and Cash Equivalents - Beginning	12,676,144	9,602,787	6,281,901
Cash and Cash Equivalents - Ending	<u>\$ 13,488,658</u>	<u>\$ 11,998,090</u>	<u>\$ 7,662,803</u>
Displayed As:			
Cash and Cash Equivalents	<u>\$ 13,488,658</u>	<u>\$ 11,998,090</u>	<u>\$ 7,662,803</u>
Schedule of Noncash Transactions:			
Donated Infrastructure	\$ 276,353	\$ 277,482	\$ 222,374

The accompanying notes are an integral part of the financial statements.

City of Kuna, Idaho
Statement of Cash Flows -
Proprietary Funds (continued)
For the Year Ended September 30, 2022

	Business-type Activities - Enterprise Funds	
	Trash	Total
Cash Flows From Operating Activities		
Receipts from Customers	\$ 3,103,045	\$ 15,359,881
Payments to Suppliers for Goods or Services	(3,109,491)	(5,835,052)
Payments to Employees for Services	0	(2,166,984)
Other Receipts	0	317,109
Net Cash Provided (Used) by Operating Activities	<u>(6,446)</u>	<u>7,674,954</u>
Cash Flows From Noncapital Financing Activities		
Transfers In (Out)	<u>0</u>	<u>4,471,129</u>
Cash Flows From Capital and Related Financing Activities		
Purchases and Construction of Capital Assets	0	(7,871,511)
Proceeds from Sale of Capital Assets	<u>0</u>	<u>83,381</u>
Net Cash Used by Capital and Related Financing Activities	<u>0</u>	<u>(7,788,130)</u>
Cash Flows From Investing Activities		
Interest	<u>37</u>	<u>224,357</u>
Net Change in Cash and Cash Equivalents	(6,409)	4,582,310
Cash and Cash Equivalents - Beginning	<u>103,373</u>	<u>28,664,205</u>
Cash and Cash Equivalents - Ending	<u>\$ 96,964</u>	<u>\$ 33,246,515</u>
Displayed As:		
Cash and Cash Equivalents	<u>\$ 96,964</u>	<u>\$ 33,246,515</u>
Schedule of Noncash Transactions:		
Donated Infrastructure	\$ 0	\$ 776,209

The accompanying notes are an integral
part of the financial statements.

City of Kuna, Idaho
Statement of Cash Flows -
Proprietary Funds (continued)
For the Year Ended September 30, 2022

	Business-type Activities - Enterprise Funds		
	Water	Sewer	Irrigation
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:			
Operating Income (Loss)	\$ 1,567,358	\$ 1,160,355	\$ 1,142,067
Adjustments to Reconcile Operating Income to Net Cash Provided (Used) by Operating Activities:			
Depreciation	681,146	2,513,024	338,546
Pension Offset (Expense)	109,507	120,489	29,196
Changes in Assets and Liabilities:			
(Increase) Decrease in Accounts Receivable	(29,753)	(59,370)	0
(Increase) Decrease in Prepaid Items	7,134	20,529	3,445
(Increase) Decrease in Notes Receivable	0	278	5,172
Increase (Decrease) in Accounts Payable	(41,323)	(87,485)	(31,312)
Increase (Decrease) in Due to KeyBank LID	0	108,176	0
Increase (Decrease) in Benefits and Wages Payable	14,062	17,852	3,743
Increase (Decrease) in Payroll Taxes Payable	300	287	82
Increase (Decrease) in Deposits from Others	72,717	0	0
Increase (Decrease) in Unearned Revenues	0	0	15,178
Net Cash Provided by Operating Activities	<u>\$ 2,381,148</u>	<u>\$ 3,794,135</u>	<u>\$ 1,506,117</u>

The accompanying notes are an integral
part of the financial statements.

City of Kuna, Idaho
Statement of Cash Flows -
Proprietary Funds (continued)
For the Year Ended September 30, 2022

	Business-type Activities - Enterprise Funds	
	Trash	Total
Reconciliation of Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:		
Operating Income (Loss)	\$ 27,028	\$ 3,896,808
Adjustments to Reconcile Operating Income to Net Cash Provided (Used) by Operating Activities:		
Depreciation	0	3,532,716
Pension Offset (Expense)	0	259,192
Changes in Assets and Liabilities:		
(Increase) Decrease in Accounts Receivable	(28,712)	(117,835)
(Increase) Decrease in Prepaid Items	0	31,108
(Increase) Decrease in Notes Receivable	0	5,450
Increase (Decrease) in Accounts Payable	(4,762)	(164,882)
Increase (Decrease) in Due to KeyBank LID	0	108,176
Increase (Decrease) in Benefits and Wages Payable	0	35,657
Increase (Decrease) in Payroll Taxes Payable	0	669
Increase (Decrease) in Deposits from Others	0	72,717
Increase (Decrease) in Unearned Revenues	0	15,178
Net Cash Provided by Operating Activities	<u>\$ (6,446)</u>	<u>\$ 7,674,954</u>

The accompanying notes are an integral
part of the financial statements.

City of Kuna, Idaho
Statement of Fiduciary Net Position -
Fiduciary Funds
September 30, 2022

	<u>Custodial Funds</u>
Assets	
Cash and Cash Equivalents	<u>\$ 4,600,143</u>
Deferred Outflows	<u>0</u>
Liabilities	
Due to Other Governments	118,635
Due to Developers	<u>4,481,508</u>
Total Liabilities	<u>4,600,143</u>
Deferred Inflows	<u>0</u>
Net Position	<u><u>\$ 0</u></u>

The accompanying notes are an integral
part of the financial statements.

City of Kuna, Idaho
Statement of Changes in Fiduciary
Net Position - Fiduciary Funds
For the Year Ended September 30, 2022

	Custodial Funds
Additions	
Impact Fee Collections for Other Governments	\$ 2,607,357
Developer Deposit Collections	3,174,515
Total Additions	5,781,872
Deductions	
Payments of Impact Fees to Other Governments	2,607,357
Payments to Developers	3,174,515
Total Deductions	5,781,872
Change in Net Position	0
Net Position - Beginning	0
Net Position - Ending	\$ 0

The accompanying notes are an integral
part of the financial statements.

City of Kuna, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

Reporting Entity

The accompanying financial statements present the activities of City of Kuna, Idaho (the City), which has responsibility and control over all activities related to general operations, parks, public safety, planning and zoning, and utilities within the City. The City receives funding from local, state, and federal government sources and must comply with all of the requirements of these funding source entities. However, the City is not included in any other governmental reporting entity as defined by generally accepted accounting principles. City Council members are elected by the public and have decision-making authority, the power to designate management, the ability to significantly influence operations, and the primary accountability for fiscal matters.

In addition, the City's reporting entity contains a single discrete component – Kuna Urban Renewal Agency (the Agency). The Agency was formed as a separate and distinct legal entity under the Idaho Urban Renewal Law of 1965, as amended. The Commissioners for the Agency were appointed by the City Council. The Agency funds City infrastructure that supports redevelopment, development of bare undeveloped land, and brownfield development (industrial). The financial statements of the Agency can be obtained from the City Treasurer.

Basis of Presentation

Government-wide Statements: The statement of net position and the statement of activities display information about the financial activities of the City, except for fiduciary activities. Eliminations have been made to minimize the double counting of internal activities. These statements distinguish between the governmental and business-type activities of the City. Governmental activities generally are financed through taxes, intergovernmental revenues, and other non-exchange transactions. Business-type activities are financed in whole or in part by fees charged to external parties.

The statement of activities presents a comparison between direct expenses and program revenues for each activity of the business-type activities of the City and for each function of the City's governmental activities.

- Direct expenses are those that are specifically associated with a program or function and, therefore, are clearly identifiable to a particular function.
- Indirect expenses of the general government related to the administration and support of the City's programs, such as personnel and accounting (but not interest on long-term debt), are allocated to programs based on their percentage of total primary government expenses. Interest expenses are allocated to the programs that manage the capital assets financed with long-term debt.
- Program revenues include (a) charges paid by the recipients of goods or services offered by the programs and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program or function. Revenues that are not classified as program revenues, including all taxes and state formula aid, are presented as general revenues.

Fund Financial Statements: The fund financial statements provide information about the City's funds, including fiduciary funds. Separate statements for each fund category - *governmental, proprietary, and fiduciary* - are presented. The emphasis of fund financial statements is on major governmental and enterprise funds, each displayed in a separate column. All remaining governmental and enterprise funds are aggregated and reported as nonmajor funds.

City of Kuna, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

The City reports the following major governmental funds:

- *General fund.* This is the City's primary operating fund. It accounts for all financial resources of the City, except those required to be accounted for in another fund.
- *Grant fund.* This fund accounts for grants and contributions received and the spending of those grants and contributions.
- *Late Comers' Fee fund.* This fund accumulates monies received for new building permits to reimburse development agreements for oversizing the utility lines when installed in an initial development.
- *Capital Outlay fund.* This fund accounts for monies to be used toward capital projects.

Proprietary fund operating revenues and expenses are related to providing water, sewer, irrigation, trash, and well mitigation services to the residents and businesses of the City and providing services to other parts of the City government. Revenue and expenses arising from capital and non-capital financing activities and from investing activities are presented as non-operating revenues or expenses.

The City has the following major enterprise funds:

- *Water fund.* This fund accounts for the activities of the City's water supply system, pumping stations, and collection systems.
- *Sewer fund.* This fund accounts for the operations and collections of the City's sewer system.
- *Irrigation fund.* This fund accounts for the operations and collections of the City's irrigation system.
- *Trash fund.* This fund accounts for the operations and collections of the City's trash services.

Fiduciary funds consist of one custodial fund. This fund accounts for monies collected and held for others. The City is responsible for ensuring that all the assets reported in this fund are used for their intended purpose. The City's fiduciary balances are reported in the statement of fiduciary net position and the fiduciary activity is reported in the statement of changes in fiduciary net position.

Basis of Accounting

The government-wide, proprietary, and fiduciary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues are recorded when earned and expenses are recorded at the time liabilities are incurred, regardless of when the related cash flows take place.

Non-exchange transactions, in which the City receives value without directly giving equal value in return, include property taxes, intergovernmental revenues, grants, and donations. On an accrual basis, revenue from property taxes is recognized in the fiscal year in which the taxes are intended to finance. Revenue from intergovernmental revenues, grants, and donations is recognized in the fiscal year in which all eligibility requirements have been satisfied.

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Under this method, revenues are recognized when measurable and available. The City considers revenues reported in the governmental funds to be available if they are collected within sixty days after year-end. Expenditures are recorded when the related fund liability is incurred, except for principal and interest on general long-term debt, and claims and judgments, which are recognized as expenditures to the extent they have matured. General capital asset acquisitions are reported as expenditures in governmental funds. Proceeds of general long-term liabilities and acquisitions under capital leases are reported as other financing sources.

City of Kuna, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Fund Balance Reporting in Governmental Funds

The City uses the following fund balance categories in the governmental fund financial statements:

- *Nonspendable*. Prepaid items that are permanently precluded from conversion to cash.
- *Restricted*. Balances constrained to a specific purpose by enabling legislation, external parties, or constitutional provisions.
- *Assigned*. Limitations imposed on balances through intentions of the City Council or a body or official designated by the City Council.
- *Unassigned*. Balances available for any purpose.

The remaining fund balance classification (committed) was not in use. However, if there had been committed funds, these amounts would have been decided by the City Council, the City's highest level of decision-making authority, through a formal action (resolution or ordinance).

Under the terms of grant agreements, the City funds certain programs by a combination of grants and general revenues. Thus, when program expenses are incurred, there are both restricted and unrestricted resources available to finance the program. When both restricted and unrestricted resources are available for use, it is the City's intent to use restricted resources first, then unrestricted resources as they are needed.

There is also no formal policy regarding the use of committed, assigned, or unassigned fund balances. However, it is the City's intent that when an expenditure is incurred for purposes for which amounts in any of the unrestricted classifications of fund balance could be used, the City considers the committed amounts to be reduced first, followed by the assigned amounts, and then the unassigned amounts.

The City Council has authorized the City Treasurer to assign funds. As of September 30, 2022, \$341,344 has been assigned for capital improvement projects.

Details of restricted funds are as follows:

Fund	Purpose	
Park and Police Impact Fee Funds	Fees that are collected at the time a new building permit is issued and restricted by Idaho Code 67-8210 for the development of parks and police facilities as the City continues to grow. Cash is required to be maintained in interest bearing accounts in capital project funds.	\$ 2,991,592
General Fund	ARPA grant funds are to be spent on items that respond to the COVID-19 pandemic by providing assistance to households, small businesses, nonprofits, and impacted industries (like tourism, travel, and hospitality); premium pay to eligible workers of eligible employers who are performing essential work or by providing grants to eligible entities who perform essential work; or investments in water, sewer, or broadband infrastructure.	4,649,938
Late Comers' Fee Fund	Development agreements between the City and developers dictate that certain future monies received by the City are to be reimbursed to the developers following receipt.	3,727,917
		<u>\$11,369,447</u>

City of Kuna, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

Cash Equivalents

The City requires all cash belonging to the City to be placed in custody of the Treasurer. A "Pooled Cash" concept is used in maintaining the cash and investment accounts in the accounting records for most of the City's accounts, while other accounts are not pooled. Under this pooled cash method, cash is pooled for investment purposes and each fund has equity in the pooled amount. All amounts included in the cash and investment accounts are considered to be cash and cash equivalents. See Note 2.

Idaho Code authorizes the City to invest any available funds in obligations issued or guaranteed by the United States Treasury, the State of Idaho, local Idaho municipalities and taxing districts, the Farm Credit System, or Idaho public corporations, as well as time deposit accounts and repurchase agreements. The City is a voluntary participant in the State of Idaho Local Government Investment Pool (LGIP). Investments are stated at fair value as determined by the fair value hierarchy, except certificates of deposit (which are non-participating contracts and are, therefore, carried at amortized cost).

Receivables

All receivables are shown net of an allowance for uncollectible amounts. The City has estimated none of its account receivables are doubtful.

Property Taxes

The City receives tax revenue from Ada County. The County is responsible for property valuation and collection of tax levies. The taxes that have not been remitted to the City as at September 30, 2022, are considered by the City as a receivable. Taxes not collected within 60 days after September 30, 2022, are not considered available for use by the City and are recorded as deferred inflows in the fund financial statements. The levy for the current year is intended to finance operations in the next year, so the current levy is also a deferred inflow in the government-wide financial statements.

The City levies its real property taxes through the county in September of each year based upon the assessed valuation as of the previous July 1. Property taxes are due in two installments on December 20 and June 20 and are considered delinquent on January 1 and July 1.

Capital Assets

Capital assets are reported at actual or estimated historical cost based on appraisals or deflated current replacement cost. Contributed assets are reported at estimated fair value at the time received.

Capitalization thresholds (the dollar value above which asset acquisitions are added to the capital asset accounts), depreciation methods, and estimated useful lives of capital assets reported in the government-wide statements and proprietary funds are shown below:

	Capitalization Policy	Depreciation Method	Estimated Useful Life
Nondepreciable Assets	\$5,000	N/A	N/A
Buildings, Improvements, Infrastructure	\$5,000	Straight-Line	5 - 75 Years
Equipment and Vehicles	\$5,000	Straight-Line	5 - 20 Years
Intangibles	\$5,000	Straight-Line	3 - 20 Years

City of Kuna, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2022

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (continued)

General infrastructure assets acquired prior to October 1, 2003, are not reported in the basic financial statements. General infrastructure assets include all roads and bridges and other infrastructure assets acquired subsequent to October 1, 2003. However, the City does not report infrastructure such as roads and streets. These assets are owned and maintained by Ada County Highway District. The City has no control over this entity.

Depreciation is used to allocate the actual or estimated historical cost of all capital assets over their estimated useful lives.

Compensated Absences

The City uses the vesting method to compute compensated absences for vacation time.

Estimates

The preparation of financial statements in conformity with generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

Other Post-Employment Benefit Liability

Management has not performed or contracted to perform the actuarial calculations for other post-employment benefits and, accordingly, has not considered the City's other post-employment benefit liability. Accounting principles general accepted in the United States of America require that a liability be recorded for other post-employment benefits, which would initially decrease net position, increase liabilities, and increase expenses in the governmental activities, business-type activities, water fund, sewer fund, and irrigation fund. The effect of this departure from generally accepted accounting principles has not been determined.

Pensions

For purposes of measuring the net pension liability (asset), related deferrals, and pension expense (offset), information about the fiduciary net position of the Public Employee Retirement System of Idaho Base Plan (Base Plan) and additions to/deductions from the Base Plan's fiduciary net position have been determined on the same basis as they are reported by the Base Plan. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

2. CASH AND INVESTMENTS

Deposits

As of September 30, 2022, the carrying amount of the City's deposits was \$21,597,527 (of which \$53,649 has been allocated to the Kuna Urban Renewal Agency) and the respective bank balances totaled \$21,812,051. \$500,000 of the total bank balance was insured by the FDIC/NCUA. Included within deposits is \$20,000,000 held at Idaho Central Credit Union that has a 6-month period, maturing on April 13, 2023, and has an interest rate of 1.50%.

City of Kuna, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2022

2. CASH AND INVESTMENTS (continued)

Custodial Credit Risk – Deposits

Custodial credit risk is the risk that in the event of a bank failure, the government's deposits may not be returned. As of September 30, 2022, \$21,312,051 of the City's deposits were not covered by the federal depository insurance or by collateral held by the City's agent or pledging financial institution's trust department or agent in the name of the City, and thus were exposed to custodial credit risk.

The City does not have a formal policy limiting its exposure to custodial credit risk. However, the City uses the following procedures to mitigate the bank default risk of loss associated with the City's demand deposits which exceed the FDIC/NCUA insurance coverage limit of \$250,000 per financial institution:

- Partner with large federally chartered banks with solid histories and strong credit worthiness ratings;
- Subscribe to and monitor online rating agency reports regularly as provided by the "Big Three" rating agencies (Standard & Poor's, Moody's, Fitch Group);
- Monitor online FDIC/NCUA information regarding financial institutions which have been on watch lists and/or which have failed recent stress tests;
- Monitor bank-specific online rating agency reports (Bauer Financial, Inc.; IDC Financial Publishing, Inc.; Veribanc) for bank rating information. The aforementioned entities offer very specific in-depth information for a fee, and also offer free high-level data.

Custodial Risk – Investments

Custodial credit risk is the risk that an issuer or other counter party to an investment will not fulfill its obligations. It is the City's policy to prioritize safety of the funds, then probable income to be derived from an investment, and then liquidity of an investment. Investments must meet the following criteria:

- Non-state and non-municipal short-term investments shall have a minimum rating of Prime-1 (P-1) or equivalent.
- Non-state and non-municipal long-term investments shall have a minimum rating of "A" or higher or equivalent by two nationally recognized statistical rating organizations of the Securities and Exchange Commission (SEC).
- State and municipal entity short-term investments shall have a minimum rating of P-1, MIG 1, or VMIG 1, or equivalent.
- State and municipal entity long-term investments shall have a minimum rating of "A."
- Investments in State of Idaho run funds, e.g. the Local Government Investment Pool (LGIP), or the State of Idaho requires no credit rating.
- Investments in the U.S. government or federal agency securities or securities guaranteed by either the U.S. government or a federal agency (excluding government sponsored enterprises) require no credit rating.

Interest Rate Risk

The City does not have a formal policy limiting investment maturities that would help manage its exposure to fair value losses from increasing interest rates.

Investments

The City's holds funds with the Idaho State Treasurer in the Local Government Investment Pool (the pool). The pool is not rated and is not registered with the Securities and Exchange Commission or any

City of Kuna, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2022

2. CASH AND INVESTMENTS (continued)

other regulatory body. The pool is valued using the Net Asset Value (NAV) per share method. Investments using the NAV per share method do not have readily obtainable fair values and are, instead, valued based on the City's pro-rata share of the pool's net position. The City values these investments based on information provided by the State of Idaho Treasurer's Office. The State Treasurer does not provide any legally binding guarantees to support the value of the shares to participants. Participants have overnight availability to their funds up to \$10 million. Withdrawals of more than \$10 million require three business day's notification.

As of September 30, 2022, the City's investments had the following maturities:

Investment	Fair Value	Maturity in Years	
		Less Than 1	1-5
External Investment Pool	\$ 45,003,113	\$ 45,003,113	\$ 0

At year-end, the cash and investments were reported in the basic financial statements in the following categories, including \$1,100 in cash kept on hand:

	Governmental Activities	Business-type Activities	Total	Fiduciary Funds
Cash and cash equivalents/restricted cash	\$ 9,439,024	\$ 12,118,998	\$ 21,558,022	\$ 46,915
Investments categorized as cash equivalents	19,322,368	21,127,517	40,449,885	4,553,228
	\$ 28,761,392	\$ 33,246,515	\$ 62,007,907	\$ 4,600,143

3. COMPENSATED ABSENCES

Vacation leave is granted to all regular City employees after the first month of employment. In the event of termination, an employee is reimbursed for accumulated vacation leave. A summary of the current year activity and year-end liability is as follows:

	Beginning	Earned	Used	Ending	Current
Governmental Activities	\$ 148,089	\$ 147,470	\$ 143,756	\$ 151,803	\$ 143,756
Business-type Activities	177,480	158,765	136,308	199,937	136,308
	\$ 325,569	\$ 306,235	\$ 280,064	\$ 351,740	\$ 280,064

4. DUE FROM OTHER GOVERNMENTAL UNITS OR AGENCIES

Amounts due from other governmental units consist of amounts due from Ada County for agricultural equipment replacement tax of \$56, from the State of Idaho for liquor apportionment of \$59,466 and state revenue sharing of \$807,087.

5. RISK MANAGEMENT

The City is exposed to a considerable number of risks of loss including, but not limited to, a) damage to and loss of property and contents, b) employee torts, c) professional liabilities, i.e. errors and omissions, d) environmental damage, and e) worker's compensation, i.e. employee injuries. Commercial insurance policies are purchased to transfer the risk of loss.

City of Kuna, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2022

6. TRANSFERS

Transfer activity for the year was as follows:

\$ 2,849,023	Transfer from the General fund to the Capital Outlay fund in anticipation of spending towards capital projects.
1,177,843	Transfer from the Capital Outlay fund to the General fund for unused commitments.
692,286	Transfer from nonmajor funds to the Capital Outlay fund in anticipation of spending towards capital projects.
166,045	Transfer from the General fund to the Grant fund to use ARPA grant funds.
254,035	Transfer from the Late Comers' fund to the Water fund for reimbursements of late comers' fees.
3,871,055	Transfer from the Late Comers' fund to the Sewer fund for reimbursements of late comers' fees.
208,697	Transfer from the Late Comers' fund to the Irrigation fund for reimbursements of late comers' fees.
2,409,823	Transfer from the Grant fund to the General fund to zero out the Grant fund.
137,342	Transfer from the Grant fund to the Sewer fund to transfer a pivot.
<u>\$ 11,766,149</u>	

7. PENSION PLAN

Plan Description

The City contributes to the Base Plan, which is a cost-sharing multiple-employer defined benefit pension plan administered by the Public Employee Retirement System of Idaho (PERSI or System) that covers substantially all employees of the State of Idaho, its agencies and various participating political subdivisions. The cost to administer the plan is financed through the contributions and investment earnings of the plan. PERSI issues a publicly available financial report that includes financial statements and the required supplementary information for PERSI. That report may be obtained on the PERSI website at www.persi.idaho.gov.

Responsibility for administration of the Base Plan is assigned to the Board comprised of five members appointed by the Governor and confirmed by the Idaho Senate. State law requires that two members of the Board be active Base Plan members with at least ten years of service, and three members who are Idaho citizens and are not members of the Base Plan, except by reason of having served on the Board.

Pension Benefits

The Base Plan provides retirement, disability, death and survivor benefits of eligible members or beneficiaries. Benefits are based on members' years of service, age, and highest average salary. Members become fully vested in their retirement benefits with five years of credited service (5 months for elected or appointed officials). Members are eligible for retirement benefits upon attainment of the ages specified for their employment classification. The annual service retirement allowance for each month of credited service is 2.0% (2.3% for police/firefighters) of the average monthly salary for the highest consecutive 42 months.

The benefit payments for the Base Plan are calculated using a benefit formula adopted by the Idaho Legislature. The Base Plan is required to provide a 1% minimum cost of living increase per year, provided the Consumer Price Index increases 1% or more. The PERSI Board has the authority to provide higher

City of Kuna, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2022

7. PENSION PLAN (continued)

cost of living increases to a maximum of Consumer Price Index movement or 6%, whichever is less; however, any amount above the 1% minimum is subject to review by the Idaho Legislature.

Member and Employer Contributions

Member and employer contributions paid to the Base Plan are set by statute and are established as a percent of covered compensation. Contribution rates are determined by the PERSI Board within limitations, as defined by state law. The Board may make periodic changes to employer and employee contribution rates (expressed as percentages of annual covered payroll) that are adequate to accumulate sufficient assets to pay benefits when due.

The contribution rates for employees are set by statute at 60% of the employer rate for general employees and 72% for police and firefighters. As of June 30, 2022, it was 7.16% for general employees and 8.81% for police and firefighters. The employer contribution rate as a percent of covered payroll is set by the Retirement Board and was 11.94% for general employees and 12.28% for police and firefighters. The City's employer contributions were \$379,748 for the year ended September 30, 2022.

Pension Liabilities (Assets), Pension Expense (Offset), and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

As of September 30, 2022, the City reported a liability for its proportionate share of the net pension liability (asset). The net pension liability (asset) was measured as of June 30, 2022, and the total pension liability used to calculate the net pension liability (asset) was determined by an actuarial valuation as of that date. The City's proportion of the net pension liability (asset) was based on the City's share of contributions in the Base Plan pension plan relative to the total contributions of all participating PERSI Base Plan employers. As of June 30, 2022, the City's proportion was .08208544%.

For the year ended September 30, 2022, the City recognized pension expense of \$886,212. At September 30, 2022, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflows of Resources	Deferred Inflows of Resources
Differences between expected and actual experience	\$ 355,528	\$ 14,431
Changes in assumptions or other inputs	527,100	0
Net difference between projected and actual earnings on pension plan investments	743,909	0
Changes in the City's proportion and differences between the City's contributions and the City's proportionate contributions	0	47,130
City contributions subsequent to the measurement date	113,956	0
	86,960	0
Total	<u>\$ 1,827,453</u>	<u>\$ 61,561</u>

\$86,960 reported as deferred outflows of resources related to pensions resulting from City contributions subsequent to the measurement date, will be recognized as a reduction of the net pension liability (increase to an asset) in the year ending September 30, 2023.

The average of the expected remaining service lives of all employees that are provided with pensions through the System (active and inactive employees) determined at July 1, 2021, the beginning of the

City of Kuna, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2022

7. PENSION PLAN (continued)

measurement period ended June 30, 2022, is 4.6 years and for the measurement period ended June 30, 2021.

Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense (offset) as follows:

Year Ended September 30,	
2023	\$420,833
2024	\$433,246
2025	\$200,470
2026	\$624,383

Actuarial Assumptions

Valuations are based on actuarial assumptions, the benefit formulas, and employee groups. Level percentages of payroll normal costs are determined using the Entry Age Normal Cost Method. Under the Entry Age Normal Cost Method, the actuarial present value of the projected benefits of each individual included in the actuarial valuation is allocated as a level percentage of each year's earnings of the individual between entry age and assumed exit age. The Base Plan amortizes any unfunded actuarial accrued liability based on a level percentage of payroll. The maximum amortization period for the Base Plan permitted under Section 59-1322, Idaho Code, is 25 years.

The total pension liability in the June 30, 2022 actuarial valuation was determined using the following actuarial assumptions, applied to all periods included in the measurement:

- Inflation 2.30%
- Salary increases, including inflation 3.05%
- Investment rate of return, net of investment fees 6.35%
- Cost-of-living adjustments 1.00%

Several different sets of mortality rates are used in the valuation for contributing members, members retired for service, and beneficiaries. These rates were adopted for the valuation dated July 1, 2022 using the following tables:

- General Employees and All Beneficiaries - Males Pub-2010 General Tables, increased 11%
- General Employees and All Beneficiaries - Females Pub-2010 General Tables, increased 21%
- Teachers - Males Pub-2010 Teacher Tables, increased 12%
- Teachers - Females Pub-2010 Teacher Tables, increased 21%
- Fire & Police - Males Pub-2010 Safety Tables, increased 21%
- Fire & Police - Females Pub-2010 Safety Tables, increased 26%
- Disabled Members - Males Pub-2010 Disabled Tables, increased 38%
- Disabled Members - Females Pub-2010 Disabled Tables, increased 36%

An experience study was performed for the period 2015 through 2020, which reviewed all economic assumptions. Demographic assumptions, including mortality, were studied for the period 2015 through 2020.

City of Kuna, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2022

7. PENSION PLAN (continued)

The long-term expected rate of return on pension plan investments was determined using the building block approach and a forward-looking model in which best estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighing the expected future real rates of return by the target asset allocation percentage and by adding expected inflation.

Even though history provides a valuable perspective for setting the investment return assumption, the System relies primarily on an approach which builds upon the latest capital market assumptions. The assumptions and the System's formal policy for asset allocation are shown below. The formal asset allocation policy is somewhat more conservative than the current allocation of PERSI's assets. The best-estimate range for the long-term expected rate of return is determined by adding expected inflation to expected long-term real returns (arithmetic) and reflecting expected volatility and correlation. Capital market assumptions are as follows:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Cash	0.00%	0.00%
Large Cap	18.00%	4.50%
Small/Mid Cap	11.00%	4.70%
International Equity	15.00%	4.50%
Emerging Markets Equity	10.00%	4.90%
Domestic Fixed	20.00%	-0.25%
TIPS	10.00%	-0.30%
Real Estate	8.00%	3.75%
Private Equity	8.00%	6.00%

Discount Rate

The discount rate used to measure the total pension liability was 6.35%. The projection of cash flows used to determine the discount rate assumed that contributions from plan members will be made at the current contribution rate. Based on these assumptions, the pension plan's net position was projected to be available to make all projected future benefit payments of current plan members. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability (asset). The long-term expected rate of return was determined net of pension plan investment expense but without reduction for pension plan administrative expense.

Sensitivity of the City's Proportionate Share of the Net Pension Liability (Asset) to Changes in the Discount Rate

The following presents the City's proportionate share of the net pension liability (asset) calculated using the discount rate of 6.35%, as well as what the City's proportionate share of the net pension liability (asset) would be if it were calculated using a discount rate that is 1% lower (5.35%) or 1% higher (7.35%) than the current rate:

City of Kuna, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2022

7. PENSION PLAN (continued)

	1% Decrease (5.35%)	Current Discount Rate (6.35%)	1% Increase (7.35%)
City's proportionate share of the net pension liability (asset)	\$ 5,706,185	\$ 3,233,211	\$ 1,209,026

Pension Plan Fiduciary Net Position

Detailed information about the pension plan's fiduciary net position is available in the separately issued PERSI financial report. PERSI issues a publicly available financial report that includes financial statements and the required supplementary information for PERSI. That report may be obtained on the PERSI website at www.persi.idaho.gov.

8. LONG-TERM DEBT

The City issued debt via direct placement to reimburse developers for infrastructure transferred for public usage in accordance with the reimbursement agreements for projects within the City. All notes with developers have either a five-year repayment term at 5% simple interest or a ten-year repayment term at 4% simple interest, with payments due annually.

Changes in long-term debt for the year ended September 30, 2022, are as follows:

Description	Maturity	Rate	10/1/2021	Increase	Decrease	09/30/2022	Current
Governmental Activities:							
Developer Notes	2032	4.00%	\$ 0	\$ 555,573	\$ 0	\$ 555,573	\$ 46,274

Future minimum repayments for debt are as follows:

Year Ending September 30,	Governmental Activities	
	Bonds and Notes	
	Principal	Interest
2023	\$ 46,274	\$ 22,223
2024	48,125	20,372
2025	50,050	18,447
2026	52,052	16,445
2027	54,134	14,363
2028-2032	304,938	37,548
	\$ 555,573	\$ 129,398

9. OTHER COMMITMENTS

The City has four credit cards with credit limits totaling \$30,000. Total available credit on the cards as of September 30, 2022, was \$18,106.

10. CHANGE IN REPORTING ENTITY

As a result of the Kuna Urban Renewal Agency (the Agency) receiving tax increment revenues in the current year and thus allowing it to sustain itself without placing a burden on the City's resources, the Agency's entity type now falls under the criteria for treating the Agency as a discrete component unit of

City of Kuna, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2022

10. CHANGE IN REPORTING ENTITY (continued)

the City, rather than a blended component unit, as it was previously reported. This change in reporting entity resulted in a decrease to beginning net position of \$126,657 due to the transfer of capital assets that belong to the Agency (see Note 11). The fund balance of the Agency when it was reported as a blended component unit of the City was zero, so no restatement was necessary in the fund financial statements.

11. CAPITAL ASSETS

Capital asset activity for the fiscal year ended September 30, 2022, was as follows:

<u>Governmental Activities:</u>	<u>10/1/2021</u>	<u>Reclass- ifications</u>	<u>Additions</u>	<u>Disposals</u>	<u>09/30/2022</u>
Capital Assets Not Being Depreciated:					
Land	\$ 1,577,127	\$ 49,036	\$ 1,507,043	\$ 0	\$ 3,133,206
Construction in Progress	<u>297,327</u>	<u>(102,017)</u>	<u>676,235</u>	<u>(161,391)</u>	<u>710,154</u>
Total Nondepreciable Assets	<u>1,874,454</u>	<u>(52,981)</u>	<u>2,183,278</u>	<u>(161,391)</u>	<u>3,843,360</u>
Capital Assets Being Depreciated:					
Buildings	1,115,689	3,013	1,636,550	0	2,755,252
Equipment/Vehicles	1,396,186	0	154,431	0	1,550,617
Improvements/Infrastructure	4,716,997	45,968	814,831	0	5,577,796
Intangibles	<u>329,102</u>	<u>(127,440)</u>	<u>20,780</u>	<u>0</u>	<u>222,442</u>
Total Depreciable Assets	<u>7,557,974</u>	<u>(78,459)</u>	<u>2,626,592</u>	<u>0</u>	<u>10,106,107</u>
Less: Accumulated Depreciation					
Buildings	462,972	0	59,045	0	522,017
Equipment/Vehicles	1,040,875	0	125,071	0	1,165,946
Improvements/Infrastructure	645,342	0	220,547	0	865,889
Intangibles	<u>96,745</u>	<u>(4,783)</u>	<u>41,667</u>	<u>0</u>	<u>133,629</u>
Total Accumulated Depreciation	<u>2,245,934</u>	<u>(4,783)</u>	<u>446,330</u>	<u>0</u>	<u>2,687,481</u>
Net Depreciable Assets	<u>5,312,040</u>	<u>(73,676)</u>	<u>2,180,262</u>	<u>0</u>	<u>7,418,626</u>
Capital Assets - Net	<u>\$ 7,186,494</u>	<u>\$ (126,657)</u>	<u>\$ 4,363,540</u>	<u>\$ (161,391)</u>	<u>\$ 11,261,986</u>

Depreciation expense for governmental activities was charged to the functions of the City as follows:

General Government	<u>\$ 446,330</u>
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During the current year, land was donated to the City for the City's parks. The land is reported in the governmental activities at the estimated acquisition value of \$1,125,000 on the date the land was deemed donated.

City of Kuna, Idaho
Notes to Financial Statements
For the Year Ended September 30, 2022

11. CAPITAL ASSETS (continued)

<u>Business-type Activities:</u>	<u>10/1/2021</u>	<u>Reclass- ifications</u>	<u>Additions</u>	<u>Disposals</u>	<u>09/30/2022</u>
Capital Assets Not Being Depreciated:					
Land	\$ 2,207,531	\$ 0	\$ 0	\$ 0	\$ 2,207,531
Construction in Progress	412,750	(412,749)	268,473	0	268,474
Total Nondepreciable Assets	<u>2,620,281</u>	<u>(412,749)</u>	<u>268,473</u>	<u>0</u>	<u>2,476,005</u>
Capital Assets Being Depreciated:					
Buildings	43,426,075	142,223	409,705	0	43,978,003
Equipment/Vehicles	3,523,619	0	934,456	0	4,458,075
Improvements/Infrastructure	40,298,150	270,526	7,035,086	0	47,603,762
Intangibles	144,249	0	0	0	144,249
Total Depreciable Assets	<u>87,392,093</u>	<u>412,749</u>	<u>8,379,247</u>	<u>0</u>	<u>96,184,089</u>
Less: Accumulated Depreciation					
Buildings	14,830,919	0	1,470,992	0	16,301,911
Equipment/Vehicles	2,424,853	0	381,799	0	2,806,652
Improvements/Infrastructure	18,191,297	0	1,635,688	0	19,826,985
Intangibles	59,834	0	44,237	0	104,071
Total Accumulated Depreciation	<u>35,506,903</u>	<u>0</u>	<u>3,532,716</u>	<u>0</u>	<u>39,039,619</u>
Net Depreciable Assets	<u>51,885,190</u>	<u>412,749</u>	<u>4,846,531</u>	<u>0</u>	<u>57,144,470</u>
Capital Assets - Net	<u>\$54,505,471</u>	<u>\$ 0</u>	<u>\$ 5,115,004</u>	<u>\$ 0</u>	<u>\$59,620,475</u>

During the current year, infrastructure was donated to the City for the City's utility systems. The infrastructure is reported in the business-type activities at the estimated acquisition value of \$776,209 on the date the infrastructure was deemed donated.

12. RELATED PARTY TRANSACTIONS

As a discretely presented component unit of the City, the capital assets constructed from Kuna Urban Renewal Agency's activities are contributed to the City. In the current year, there were no capital assets constructed or contributed to the City. However, the City paid for and contributed to the Agency, additional formation costs, which have been treated as a capital asset in the Agency's government-wide statements. Those costs totaled \$82,283 in the current year. There were no balances due to or from the City as of September 30, 2022.

REQUIRED SUPPLEMENTARY INFORMATION

City of Kuna, Idaho
 Schedule of Employer's Share of Net Pension Liability (Asset)
 PERSI - Base Plan*
 Last 10 - Fiscal Years

	2022	2021	2020	2019	2018	2017	2016	2015
Employer's portion of the net pension liability (asset)	0.082085%	0.076456%	0.080672%	0.073408%	0.067245%	0.065338%	0.058449%	0.053872%
Employer's proportionate share of the net pension liability (asset)	\$ 3,233,211	\$ (60,319)	\$ 1,859,330	\$ 837,930	\$ 991,941	\$ 1,027,058	\$ 1,184,916	\$ 709,410
Employer's covered payroll	\$ 3,236,995	\$ 2,853,583	\$ 2,861,965	\$ 2,491,955	\$ 2,163,259	\$ 2,029,073	\$ 1,708,869	\$ 1,508,950
Employer's proportional share of the net pension liability (asset) as a percentage of its covered payroll	99.88%	-2.11%	64.97%	33.63%	45.85%	50.62%	69.34%	47.01%
Plan fiduciary net position as a percentage of the total pension liability (asset)	83.09%	100.36%	88.22%	93.79%	91.69%	90.68%	87.26%	91.38%

*GASB Statement No. 68 requires ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the City will present information for the years the information is available.

Data reported is measured as of June 30th.

City of Kuna, Idaho
 Schedule of Employer Contributions
 PERSI - Base Plan*
 Last 10 - Fiscal Years

	2022	2021	2020	2019	2018	2017	2016	2015
Statutorily required contribution	\$ 379,748	\$ 343,366	\$ 342,690	\$ 300,675	\$ 254,964	\$ 225,160	\$ 217,319	\$ 173,753
Contributions in relation to the statutorily required contribution	(379,748)	(343,366)	(342,690)	(300,675)	(254,964)	(225,160)	(217,319)	(173,753)
Contribution (deficiency) excess	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
Employer's covered payroll	\$ 3,180,472	\$ 2,875,762	\$ 2,870,103	\$ 2,626,070	\$ 2,252,065	\$ 1,988,773	\$ 1,919,620	\$ 1,534,916
Contributions as a percentage of covered payroll	11.94%	11.94%	11.94%	11.45%	11.32%	11.32%	11.32%	11.32%

*GASB Statement No. 68 requires ten years of information to be presented in this table. However, until a full 10-year trend is compiled, the City will present information for the years the information is available.

Data is reported as of September 30th.

City of Kuna, Idaho
 Budgetary (GAAP Basis) Comparison Schedule
 General Fund
 For the Year Ended September 30, 2022

	Budgeted Amounts		Actual	Variance
	Original	Final		
Revenues				
Property Taxes	\$ 3,957,865	\$ 3,957,865	\$ 4,112,020	\$ 154,155
Charges for Services	2,576,859	2,576,859	4,323,400	1,746,541
Grants and Contributions	0	0	61,484	61,484
Intergovernmental	2,362,017	2,362,017	2,956,099	594,082
Interest	35,000	35,000	114,755	79,755
Other	58,800	58,800	93,594	34,794
Total Revenues	<u>8,990,541</u>	<u>8,990,541</u>	<u>11,661,352</u>	<u>2,670,811</u>
Expenditures				
Current:				
Salaries and Benefits	2,671,580	2,671,580	2,276,949	394,631
Maintenance and Operations	4,514,497	4,514,497	5,094,859	(580,362)
Capital Outlay	4,355,440	4,355,440	236,950	4,118,490
Total Expenditures	<u>11,541,517</u>	<u>11,541,517</u>	<u>7,608,758</u>	<u>3,932,759</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>(2,550,976)</u>	<u>(2,550,976)</u>	<u>4,052,594</u>	<u>6,603,570</u>
Other Financing Sources (Uses)				
Transfers In	0	0	3,587,666	3,587,666
Transfers Out	(5,242,720)	(5,242,720)	(3,015,068)	2,227,652
Total Other Financing Sources (Uses)	<u>(5,242,720)</u>	<u>(5,242,720)</u>	<u>572,598</u>	<u>5,815,318</u>
Special Items				
Mitigation Fees	<u>0</u>	<u>0</u>	<u>8,400,000</u>	<u>8,400,000</u>
Net Change in Fund Balances	(7,793,696)	(7,793,696)	13,025,192	20,818,888
Fund Balances - Beginning	7,793,696	7,793,696	8,831,337	1,037,641
Fund Balances - Ending	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 21,856,529</u>	<u>\$ 21,856,529</u>

City of Kuna, Idaho
 Budgetary (GAAP Basis) Comparison Schedule
 Grant Fund
 For the Year Ended September 30, 2022

	Budgeted Amounts		Actual	Variance
	Original	Final		
Revenues				
Grants and Contributions	\$ 5,108,163	\$ 5,108,163	\$ 2,587,714	\$ (2,520,449)
Expenditures				
Current:				
Maintenance and Operations	7,501,860	7,501,860	15,850	7,486,010
Capital Outlay	0	0	190,744	(190,744)
Total Expenditures	7,501,860	7,501,860	206,594	7,295,266
Excess (Deficiency) of Revenues Over Expenditures	(2,393,697)	(2,393,697)	2,381,120	4,774,817
Other Financing Sources (Uses)				
Transfers In	2,393,697	2,393,697	166,045	(2,227,652)
Transfers Out	0	0	(2,547,165)	(2,547,165)
Total Other Financing Sources (Uses)	2,393,697	2,393,697	(2,381,120)	(4,774,817)
Net Change in Fund Balances	0	0	0	0
Fund Balances - Beginning	0	0	0	0
Fund Balances - Ending	\$ 0	\$ 0	\$ 0	\$ 0

City of Kuna, Idaho
 Budgetary (GAAP Basis) Comparison Schedule
 Late Comers' Fee Fund
 For the Year Ended September 30, 2022

	Budgeted Amounts		Actual	Variance
	Original	Final		
Revenues				
Interest	\$ 20,000	\$ 20,000	\$ 41,775	\$ 21,775
Charges for Services	3,396,158	3,396,158	2,483,932	(912,226)
Total Revenues	<u>3,416,158</u>	<u>3,416,158</u>	<u>2,525,707</u>	<u>(890,451)</u>
Expenditures				
Current:				
Community and Economic Development	4,074,095	4,074,095	251,448	3,822,647
Capital Outlay	0	0	1,133	(1,133)
Contingency	4,349,562	4,349,562	0	4,349,562
Total Expenditures	<u>8,423,657</u>	<u>8,423,657</u>	<u>252,581</u>	<u>8,171,076</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>(5,007,499)</u>	<u>(5,007,499)</u>	<u>2,273,126</u>	<u>7,280,625</u>
Other Financing Sources (Uses)				
Issuance of Debt	0	0	555,573	555,573
Transfers In	0	0	0	0
Transfers Out	0	0	(4,333,787)	(4,333,787)
Total Other Financing Sources (Uses)	<u>0</u>	<u>0</u>	<u>(3,778,214)</u>	<u>(3,778,214)</u>
Net Change in Fund Balances	(5,007,499)	(5,007,499)	(1,505,088)	3,502,411
Fund Balances - Beginning	5,007,499	5,007,499	5,233,005	225,506
Fund Balances - Ending	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 3,727,917</u>	<u>\$ 3,727,917</u>

City of Kuna, Idaho
Notes to Required Supplementary Information
For the Year Ended September 30, 2022

1. BUDGETS AND BUDGETARY ACCOUNTING

The City follows these procedures in establishing the budgetary data reflected in the financial statements:

- A. Prior to September 1, the Treasurer, Mayor, and City Council prepare a proposed operating budget for the fiscal year commencing the following October 1. The operating budget includes proposed expenditures and the means of financing them.
- B. Public hearings are conducted at the City Hall to obtain taxpayer comments.
- C. Prior to October 1, the budget is legally enacted through passage of an ordinance.
- D. The City is authorized to transfer budgeted amounts between departments within any fund; however, no revision can be made to increase the overall tax supported funds except when federal or state grants are approved. The City, however, must follow the same budgetary procedures as they followed when the original budget was approved. The budget for Proprietary funds may also be revised in the same manner as those situations involving federal and state grants.
- E. Formal budgetary integration is employed as a management control device during the year for the General fund and Special Revenue funds.
- F. The budget is adopted on a basis consistent with generally accepted accounting principles.
- G. Expenditures may not legally exceed budgeted appropriations at the fund level. The City does not use the encumbrance method of accounting.

SUPPLEMENTARY INFORMATION

City of Kuna, Idaho
Combining Balance Sheet -
Nonmajor Funds
September 30, 2022

	Capital Projects		Total
	Park Impact Fee	Police Impact Fee	
Assets			
Cash and Cash Equivalents	\$ 0	\$ 0	\$ 0
Receivables, Net:			
Interest	4,941	0	4,941
Restricted Cash	2,851,196	135,455	2,986,651
Total Assets	<u>2,856,137</u>	<u>135,455</u>	<u>2,991,592</u>
Deferred Outflows	<u>0</u>	<u>0</u>	<u>0</u>
Total Assets and Deferred Outflows	<u>\$ 2,856,137</u>	<u>\$ 135,455</u>	<u>\$ 2,991,592</u>
Liabilities			
Accounts Payable	<u>\$ 0</u>	<u>\$ 0</u>	<u>\$ 0</u>
Deferred Inflows	<u>0</u>	<u>0</u>	<u>0</u>
Fund Balances			
Restricted	<u>2,856,137</u>	<u>135,455</u>	<u>2,991,592</u>
Total Liabilities, Deferred Inflows, and Fund Balances	<u>\$ 2,856,137</u>	<u>\$ 135,455</u>	<u>\$ 2,991,592</u>

City of Kuna, Idaho
Combining Statement of Revenues, Expenditures,
and Changes in Fund Balances – Nonmajor Funds
For the Year Ended September 30, 2022

	Capital Projects		Total
	Park Impact Fee	Police Impact Fee	
Revenues			
Interest	\$ 19,307	\$ 0	\$ 19,307
Impact Fees	632,905	165,013	797,918
Total Revenues	<u>652,212</u>	<u>165,013</u>	<u>817,225</u>
Expenditures			
Capital Outlay	<u>0</u>	<u>0</u>	<u>0</u>
Excess (Deficiency) of Revenues Over Expenditures	<u>652,212</u>	<u>165,013</u>	<u>817,225</u>
Other Financing Sources (Uses)			
Transfers In	0	0	0
Transfers Out	<u>(493,183)</u>	<u>(199,103)</u>	<u>(692,286)</u>
Total Other Financing Sources (Uses)	<u>(493,183)</u>	<u>(199,103)</u>	<u>(692,286)</u>
Net Change in Fund Balances	159,029	(34,090)	124,939
Fund Balances - Beginning	<u>2,697,108</u>	<u>169,545</u>	<u>2,866,653</u>
Fund Balances - Ending	<u>\$ 2,856,137</u>	<u>\$ 135,455</u>	<u>\$ 2,991,592</u>

OTHER INFORMATION

City of Kuna, Idaho
 Supplemental Schedule of Revenues by Source -
 Budget (GAAP Basis) and Actual - General Fund
 For the Year Ended September 30, 2022

	Budget	Actual	Variance
Property Taxes			
Taxes	\$ 3,954,329	\$ 4,107,591	\$ 153,262
Interest and Penalties	3,536	4,429	893
	<u>3,957,865</u>	<u>4,112,020</u>	<u>154,155</u>
Licenses and Permits			
Business Licenses	6,172	3,395	(2,777)
Liquor Licenses	3,938	5,063	1,125
Beer Licenses	1,060	3,025	1,965
Wine Licenses	2,000	3,500	1,500
Dog Licenses	7,105	7,139	34
Catering Permits	100	810	710
Vendor Permits	1,433	1,040	(393)
	<u>21,808</u>	<u>23,972</u>	<u>2,164</u>
Intergovernmental			
State Liquor Apportionment	280,647	287,676	7,029
Sales Tax Revenue Sharing - County	216	225	9
Sales Tax Revenue Sharing - State	2,081,154	2,668,198	587,044
	<u>2,362,017</u>	<u>2,956,099</u>	<u>594,082</u>
Other			
Administration Fees	267,000	414,504	147,504
Franchise Fees	375,190	436,976	61,786
Rental Charges	8,100	17,804	9,704
Fine Distribution	8,000	17,610	9,610
Interest	35,000	114,755	79,755
Miscellaneous	50,800	75,984	25,184
Park Fees	0	4,530	4,530
Planning and Zoning	1,898,761	3,298,868	1,400,107
RV Dump	6,000	5,368	(632)
Event Fees	0	121,378	121,378
Donations	0	61,484	61,484
	<u>2,648,851</u>	<u>4,569,261</u>	<u>1,920,410</u>
Special Items			
Mitigation Fees	0	8,400,000	8,400,000
Total Revenue	<u>\$ 8,990,541</u>	<u>\$ 20,061,352</u>	<u>\$ 11,070,811</u>

City of Kuna, Idaho
Supplemental Schedule of Expenditures by Object of Expenditure -
Budget (GAAP Basis) and Actual - General Fund
For the Year Ended September 30, 2022

	Budget	Actual	Variance
Salaries and Benefits			
FICA	\$ 116,800	\$ 96,962	\$ 19,838
Group Life Insurance	1,164	995	169
Group Medical Insurance	378,630	282,269	96,361
Mayor and City Council Salaries	109,374	91,459	17,915
Medicare	27,316	23,113	4,203
Pension	216,771	188,946	27,825
Seasonal Salaries	13,437	4,092	9,345
Staff Salaries	1,771,060	1,557,969	213,091
Unemployment	7,000	7,871	(871)
Workman's Compensation	30,028	23,273	6,755
	<u>2,671,580</u>	<u>2,276,949</u>	<u>394,631</u>
Maintenance and Operations			
Ada County Sheriff	2,751,625	2,828,764	(77,139)
Animal Control	120,000	134,052	(14,052)
Bank Fees	48,750	48,166	584
Cleaning Offices	19,000	11,927	7,073
Code Enforcement	600	0	600
Contract Services	439,770	937,554	(497,784)
Donations Expenditure	33,000	98,372	(65,372)
Dues and Memberships	87,293	71,231	16,062
Elections	750	0	750
Legal Publications	33,350	15,321	18,029
Liability Insurance	36,696	37,190	(494)
Maintenance and Repair	276,750	218,968	57,782
Meetings	24,431	6,036	18,395
Miscellaneous	61,350	175,097	(113,747)
Supplies	76,500	39,833	36,667
Postage and Billing	26,500	23,333	3,167
Professional Services	157,000	177,228	(20,228)
Rent - City Hall	2,082	1,782	300
Rent - Equipment	34,100	27,843	6,257
Telephone	26,850	22,314	4,536
Training	28,950	13,559	15,391
Travel and Membership Dues	34,600	28,134	6,466
Uniforms	4,650	4,294	356
Utilities	155,700	126,004	29,696
Vehicle Expenditure	34,200	47,857	(13,657)
	<u>4,514,497</u>	<u>5,094,859</u>	<u>(580,362)</u>
Capital Outlay	<u>4,355,440</u>	<u>236,950</u>	<u>4,118,490</u>
Total Expenditures	<u>\$ 11,541,517</u>	<u>\$ 7,608,758</u>	<u>\$ 3,932,759</u>

INTERNAL CONTROL AND COMPLIANCE REPORT

James Washburn, CPA
Weston Flamm, CPA
Cassie Zattiero, CPA



Certified Public Accountants

812-B 12th Ave. South
P.O. Box 876
Nampa, ID 83653-0876
208 466-2493
FAX 208 467-2000
www.BaileyCPAs.com

**Independent Auditor's Report on Internal Control Over Financial Reporting and on
Compliance and Other Matters Based on an Audit of Financial Statements
Performed in Accordance With *Government Auditing Standards***

To the Honorable Mayor
and City Council
City of Kuna, Idaho

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards* issued by the Comptroller General of the United States, the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of City of Kuna, Idaho (the City), as of and for the year ended September 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated February 15, 2023.

Report on Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinions on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. *A material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. *A significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a direct and material effect on the financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

Bailey & Co.

Nampa, Idaho
February 15, 2023



CITY OF KUNA

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

Telephone (208) 922-5546
Email: CEngels@kunaID.gov

MEMORANDUM

TO: Mayor Stear and Council
FROM: Chris Engels, City Clerk
RE: Kuna Police Station
DATE: February 21, 2023

Mayor and Council,

The project team asks for consideration and ratification of:

- ✓ Approval of the Prusik Construction Contract.
- ✓ Naming of the Kuna Police Station.
- ✓ \$17,299.30 in contingency funds use for the following:

Budget Amount	Description	Date	Vendor
(\$10.46)	Furniture Overage (not able to purchase the accent chairs quantity discount price)	01.19.2023	Amazon
(\$10,278.00)	Idaho Power-Power Pole	01.26.2023	Idaho Power
(\$72.08)	Mayor Nelson's House Canvas	01.27.2023	Walgreens
(\$1,684.21)	Window Shades (15) and Draw Rods (2)	01.30.2023	Amazon
(\$3,994.50)	Metal Lockers for Locker Rooms (25)	01.30.2023	Amazon
(\$776.28)	Locker Room Benches (2)	01.30.2023	Amazon
(\$367.33)	Parking Lot and Fence Signage	02.02.2023	Amazon
(\$21.84)	3-5 gallon buckets for soil testing	02.03.2022	DB Supply
(\$94.60)	Construction Banner	02.06.2023	VistaPrint
\$17,299.30	TOTAL		

Updates:

- ✓ February 27, 2023 demolition of the existing building will begin.
- ✓ March 6, 2023 dirt work will begin.
- ✓ Building Permits have been delayed. Construction cannot begin on March 1, 2023 as scheduled until permits are issued. Delay timeline is not definitively known. Resubmittal of permits is tentatively scheduled for February 20, 2023.
- ✓ A request for a Fire Impact Fee waiver has been submitted.
- ✓ Signage for the Police Station, property and parking has been determined and we will begin ordering once the vendor setups are complete.

Thank you,
Chris Engels, City Clerk

DRAFT AIA® Document A101® - 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the «Twenty-seventhfirst» day of «JanuaryFebruary» in the year «Two Thousand Twenty-three»

(In words, indicate day, month and year.)

BETWEEN the Owner:

(Name, legal status, address and other information)

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

and the Contractor:

(Name, legal status, address and other information)

«Prusik Construction»«, Limited Liability Company»
«9931 W. Cable Car Street, Suite 130.
Boise, ID 83709»
«Telephone Number: (208) 994-7300»
«»

for the following Project:

(Name, location and detailed description)

«Kuna Police Station»
«Kuna, Idaho »
« 793 West 4th Street
Kuna, Idaho 83634 »

The Architect:

(Name, legal status, address and other information)

«ADP Architects, PA »«»
«1831 E. Overland Rd.
Meridian, ID 83642»
«Telephone Number: (208) 353-0734»
«»

The Owner and Contractor agree as follows.

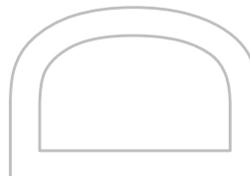


ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the TEXT of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101®-2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®-2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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TABLE OF ARTICLES

- 1 THE CONTRACT DOCUMENTS
- 2 THE WORK OF THIS CONTRACT
- 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- 4 CONTRACT SUM
- 5 PAYMENTS
- 6 DISPUTE RESOLUTION
- 7 TERMINATION OR SUSPENSION
- 8 MISCELLANEOUS PROVISIONS
- 9 ENUMERATION OF CONTRACT DOCUMENTS

EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

- The date of this Agreement and in accordance with permitting-
- A date set forth in a notice to proceed issued by the Owner.
- Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)



If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

- Not later than () calendar days from the date of commencement of the Work.

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User Notes:

(1482764394)

[«X »] By the following date: « November 13th, 2023 »

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§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
General Construction	November 5 th , 2023

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§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be «One Million Four Hundred Sixty-seven Thousand Two Hundred Forty-nine Dollars and Zero Cents» (\$ «1,467,249.00»), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	N/A

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
N/A	N/A	N/A

§ 4.3 Allowances, if any, included in the Contract Sum: (Identify each allowance.)

Item	Price
N/A	N/A

§ 4.4 Unit prices, if any: (Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Item	Units and Limitations	Price per Unit (\$0.00)
N/A		

§ 4.5 Liquidated damages, if any: (Insert terms and conditions for liquidated damages, if any.)

«\$60/Day »

§ 4.6 Other: (Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

«N/A »

ARTICLE 5 PAYMENTS**§ 5.1 Progress Payments**

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

«N/A »

§ 5.1.3 Provided that an Application for Payment is received by the **Architect-Owner** not later than the «last-» day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the «10th-» day of the «next » month. If an Application for Payment is received by the **Architect-Owner** after the application date fixed above, payment of the amount certified shall be made by the Owner not later than «n/a » («n/a ») days after the **Architect-Owner** receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the **Architect-Owner** may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™-2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- .1 That portion of the Contract Sum properly allocable to completed Work;
- .2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- .3 That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- .1 The aggregate of any amounts previously paid by the Owner;
- .2 The amount, if any, for Work that remains uncorrected and for which the **Architect-Owner** has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201-2017;
- .3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- .4 For Work performed or defects discovered since the last payment application, any amount for which the **Architect-Owner** may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201-2017; and
- .5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

«five percent (5%) »

§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

«N/A »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

«N/A »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

«N/A »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the Architect/Owner.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s/Owner’s final Certificate for Payment, or as follows:

«N/A »

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

«zero- » % «0 »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

«Final decisions to be made by the Owner. »
« »
« »
« »

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

Arbitration pursuant to Section 15.4 of AIA Document A201–2017

Litigation in a court of competent jurisdiction

Other (Specify)

« »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

«Current buildout upon termination date. »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:
(Name, address, email address, and other information)

«Chris Engels cityclerk@kunaid.gov (Owner) »

«»

«Wes Harrison wharrison@prusikbuilt.com»

«»

«»

«»

§ 8.3 The Contractor’s representative:
(Name, address, email address, and other information)

«Wesley Harrison »

«9931 W. Cable Car Street, Suite 130.

Boise, ID 83709»

«Telephone Number: (208) 994-7300»

«»

«Mobile Number: (208) 870-8892»

«Email Address: wharrison@prusikbuilt.com»

§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

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§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:

(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

«N/A »

§ 8.7 Other provisions:

«N/A »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

- .1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
- .2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds
- .3 AIA Document A201™–2017, General Conditions of the Contract for Construction
- .4 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

(Insert the date of the E203-2013 incorporated into this Agreement.)

«N/A »

- .5 Drawings

Number	Title	Date
Exhibit 'C'	Kuna City	02/18/2021

- .6 Specifications

Section	Title	Date	Pages
Exhibit 'B'	Specifications	11/09/2022	1

- .7 Addenda, if any:

Number	Date	Pages
One (1)	11/10/2022	N/A
Two (2)	11/15/2022	
Three (3)	12/06/2022	
Four (4)	12/20/2022	
Five (5)	12/28/2022	

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

- .8 Other Exhibits:

(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[« N/A »] AIA Document E204™-2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[« N/A »] The Sustainability Plan:

Title	Date	Pages

[« N/A »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:

(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™-2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

«Bid Dated 01/06/2023 »

This Agreement entered into as of the day and year first written above.

OWNER (Signature)

«Joe Stear, Mayor»«»

(Printed name and title)

CONTRACTOR (Signature)

«Wesley Harrison »« Project Manager »

(Printed name and title)

DRAFT AIA® Document A201™ - 2017

General Conditions of the Contract for Construction

for the following PROJECT:
(Name and location or address)

« Kuna Police Station »
« Kuna, Idaho »
« 793 West 4th Street »
« Kuna, Idaho 83634 »
→
« »

THE OWNER:
(Name, legal status and address)

« City of Kuna, → Idaho »
« 751 W. 4th Street »
« Kuna, ID 83634 »

THE ARCHITECT:
(Name, legal status and address)

« « ADP Architects, PA » »
« 1831 E. Overland Rd. »
« Meridian, ID 83642 »
« Telephone Number: (208) 353-0734 → »
« »
« »

TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 ARCHITECT
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
- 8 TIME
- 9 PAYMENTS AND COMPLETION
- 10 PROTECTION OF PERSONS AND PROPERTY

ADDITIONS AND DELETIONS:
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- 15 CLAIMS AND DISPUTES



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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™-2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™-2013, Project Building Information Modeling Protocol Form, shall be at the using or

relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as

the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and

similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will

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specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in

number and means a Subcontractor or an authorized representative of the Subcontractor. The term “Subcontractor” does not include a Separate Contractor or the subcontractors of a Separate Contractor.

§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term “Sub-subcontractor” is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor’s Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- .1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

- .1 The change in the Work;
- .2 The amount of the adjustment, if any, in the Contract Sum; and
- .3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

- .1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
- .2 Unit prices stated in the Contract Documents or subsequently agreed upon;
- .3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
- .4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

- .1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

- .2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;
- .3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;
- .4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and
- .5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others whom the Contractor intends to pay.

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§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- .1 defective Work not remedied;
- .2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided;
- .3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a Separate Contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days

after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- .1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- .2 failure of the Work to comply with the requirements of the Contract Documents;
- .3 terms of special warranties required by the Contract Documents; or
- .4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

- .3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon

written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

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§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- 1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- 2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- 3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- 4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

- .1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
- .2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;
- .3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or
- .4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

- .1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
- .2 Accept assignment of subcontracts pursuant to Section 5.4; and
- .3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

- .1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or
- .2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

- .1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

- .2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.



DRAFT AIA® Document A101® - 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the «Twenty-seventh~~first~~» day of «January~~February~~» in the year «Two Thousand Twenty-three»
(In words, indicate day, month and year.)

for the following PROJECT:
(Name and location or address)

«Kuna Police Station
793 W. 4th Street»
«Kuna, Idaho 83634 »

THE OWNER:
(Name, legal status and address)

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

THE CONTRACTOR:
(Name, legal status and address)

«Prusik Construction»«, Limited Liability Company»
«9931 W. Cable Car Street, Suite 130.
Boise, ID 83709»

TABLE OF ARTICLES

- A.1 GENERAL
- A.2 OWNER'S INSURANCE
- A.3 CONTRACTOR'S INSURANCE AND BONDS
- A.4 SPECIAL TERMS AND CONDITIONS

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™-2017, General Conditions of the Contract for Construction.

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article A.2 and, upon the Contractor's request, provide a copy of the property insurance policy or policies required by Section A.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ A.2.2 Liability Insurance

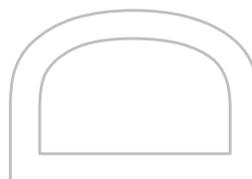
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ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the TEXT of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201®-2017, General Conditions of the Contract for Construction. Article 11 of A201®-2017 contains additional insurance provisions.



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The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

§ A.2.3 Required Property Insurance

§ A.2.3.1 Unless this obligation is placed on the Contractor pursuant to Section A.3.3.2.1, the Owner shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The Owner's property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section A.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Contractor, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ A.2.3.1.1 Causes of Loss. The insurance required by this Section A.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:
(Indicate below the cause of loss and any applicable sub-limit.)

Causes of Loss	Sub-Limit
N/A	

§ A.2.3.1.2 Specific Required Coverages. The insurance required by this Section A.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Contractor's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:
(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
N/A	

§ A.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section A.2.3.1 or, if necessary, replace the insurance policy required under Section A.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ A.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section A.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ A.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section A.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Contractor shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ A.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section A.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

[**N/A**] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner’s property, or the inability to conduct normal operations due to a covered cause of loss.

« »

[**N/A**] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

« »

[**N/A**] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

« »

[**N/A**] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

« »

[**N/A**] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

« »

[**N/A**] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured’s business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

« »

[**N/A**] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

« »

§ A.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than «one million » (\$ «1,000,000.00 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than «one hundred thousand » (\$ «100,000.00 ») each accident, «one hundred thousand » (\$ «100,000.00 ») each employee, and «one hundred thousand » (\$ «100,000.00 ») policy limit.

§ A.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ A.3.2.8 If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than «one million » (\$ «1,000,000.00 ») per claim and «one million » (\$ «1,000,000.00 ») in the aggregate.

~~§ A.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than « N/A » (\$ « ») per claim and « » (\$ « ») in the aggregate.~~

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~~§ A.3.2.10 Coverage under Sections A.3.2.8 and A.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than « N/A » (\$ « ») per claim and « » (\$ « ») in the aggregate.~~

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~~§ A.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.~~

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~~§ A.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate.~~

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§ A.3.3 Contractor's Other Insurance Coverage

§ A.3.3.1 Insurance selected and described in this Section A.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

« N/A »

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

§ A.3.3.2.1 Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

« »

§ A.3.3.2.2 Railroad Protective Liability Insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for Work within fifty (50) feet of railroad property.

§ A.3.3.2.3 Asbestos Abatement Liability Insurance, with policy limits of not less than « » (\$ « ») per claim and « » (\$ « ») in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

§ A.3.3.2.4 Insurance for physical damage to property while it is in storage and in transit to the

construction site on an "all-risks" completed value form.

[« N/A »] § A.3.3.2.5 Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[« N/A »] § A.3.3.2.6 Other Insurance
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	Limits
N/A	

§ A.3.4 Performance Bond and Payment Bond

The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:
(Specify type and penal sum of bonds.)

Type	Penal Sum (\$0.00)
Payment Bond	
Performance Bond	

Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

« N/A »

**RESOLUTION NO. R21-2023
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY OF KUNA, IDAHO NAMING THE CITY OF KUNA, IDAHO POLICE STATION “JOE L. STEAR SAFETY BUILDING” IN HONOR OF HIS YEARS OF PUBLIC SERVICE TO THE CITY OF KUNA, IDAHO, AND HIS COMMITMENT TO THE SAFETY IN THE COMMUNITY.

WHEREAS, Joe Stear has been a tireless advocate for the safety of the community members of Kuna, Idaho; and

WHEREAS, Joe Stear has served as a Council member and Mayor since 2014 and actively supported police protection for the citizens of Kuna, Idaho; and

WHEREAS, Joe Stear served as a firefighter for the Kuna Rural Fire District from 1979 to 1996, then served on the Kuna Rural Fire District Commission as a Commissioner and Chairman of the board until 2016; and

WHEREAS, Joe Stear has made the safety of all Kuna citizens a priority by a career focused on Fire Safety, Law Enforcement and accompanying legislative and committee initiatives; and

WHEREAS, the City of Kuna, Idaho recognizes the benefits of enhanced safety to citizens that Joe Stear’s commitment provides and dedicates the Kuna Police Station as the Joe L. Stear Safety Building”.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the City of Kuna, Idaho Police Station, at 793 W 4th St, will be named the “Joe L. Stear Safety Building” in honor of Joe Stear for his commitment, dedication and years of public service to the City of Kuna, Idaho and its citizens.

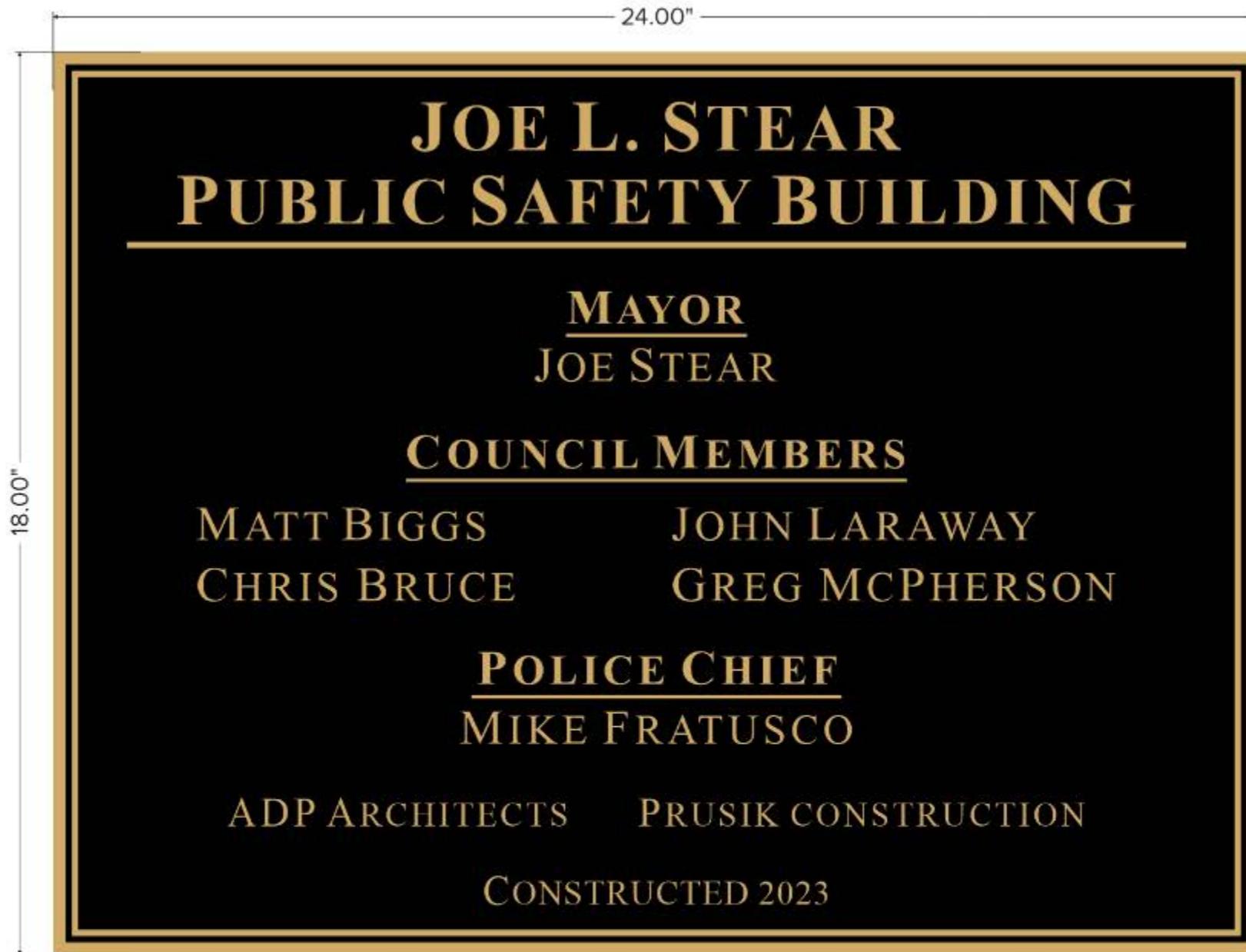
PASSED BY THE COUNCIL of Kuna, Idaho this 21st day of February 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this 21st day of February 2023.

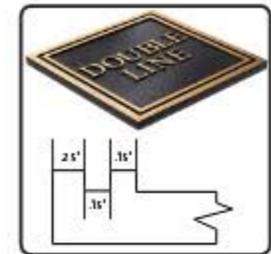
Greg McPherson, Council President

ATTEST:

Chris Engels, City Clerk



Brushed



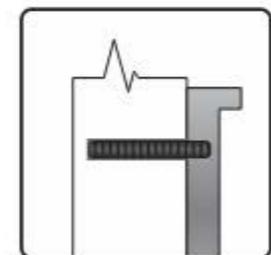
Double Line



Sand



Black



Blind Mount



WoodlandManufacturing.com
800-705-4020
2700 E. Lanark St. Meridian ID, 83642

ARTWORK PROOF

CUSTOMER NAME

Justine Edinger

SALESPERSON

Naomi Kulow
Sales@woodlandmanufacturing.com

JOB NUMBER

Q5700056670

DATE OF PROOF CREATION

01/27/2023

DESIGNER

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BOBBY WITHROW
PARKS DIRECTOR
Telephone (208) 639-5346
Email: BWithrow@kunaid.gov

MEMORANDUM

To: Mayor and Council

From: Bobby Withrow

Subject: Zamzow Park

Mayor and Council,

I'm coming before you to request the use of funds from the Park Impact Fee contingency fund. I would like to use these funds to begin what would be Phase 1 of the Zamzow Park Project. After a discussion about the Zamzow Park updates and the social media pressure we have received, I have determined it would be beneficial to the community if we could start this project this year. We are aware of Kuna's lack of sports fields, and are always looking into ways to add additional fields somewhere. After speaking with Jared, we believe that after the other projects are done (Rising Sun, Patagonia, and Ashton), we will have available funds to start.

We will be focusing solely on getting the sports fields up and running with hopes of use this summer. This will include installation of an irrigation system, grass, backstops, and a non-paved parking area and after that we will be focusing on further infrastructure. There also might be a need for some topography and equipment leases/rentals. A project like this will take dedicated equipment and I don't want to prevent the other departments from utilizing the shared equipment when it is needed. The equipment should be limited to an excavator and/or front-end loader. We will also be utilizing our smaller equipment as much as we can. In order to complete this, I will be adding 3 additional employees.

I'm requesting contingency funds from the Park Impact Fee up to \$500K.

Thank you for your consideration,

Bobby Withrow
Parks Director
Fleet/Facilities



**J-U-B ENGINEERS, Inc.
AGREEMENT FOR PROFESSIONAL SERVICES**

Authorization for Contract Amendment

CLIENT: City of Kuna

Project Name: Kuna Railroad Overpass Planning and Environmental Linkages (PEL) Study

J-U-B Project Number: 10-21-157

1. *Amendments.* The following amendments to Attachment 1 – Scope of Services, Basis of Fee and Schedule to the project referenced above have been or will be performed by J-U-B ENGINEERS, Inc. (J-U-B). This Amendment is a supplement to the scope of services contained in J-U-B's existing Agreement for Professional Services for this Project, dated January 18, 2021. All other TERMS AND CONDITIONS of said Agreement remain in full force and effect. The purpose of the additional services is due to the complex nature of the project, and further includes additional stakeholder and agency engagement to help position the project for the next step in design.

Task	Additional Services
010 Project Management and Administration	Schedule changes, commensurate with additional services
020 Phase 1: Initiate (no change-completed)	Phase completed
030 Phase 2: Analyze	Public website update, Messaging mapping strategy, Update PEL purpose and need, alternatives, exhibits & concepts for SH 69 extension.
040 Phase 3: Document	Additional coordination with FHWA, ITD, ACHD, UPRR and COMPASS
070 FHWA & Stakeholder Services (additional task-completed)	(Completed) Additional meetings with FHWA, documentation developed for FHWA review, additional stakeholder meetings in person, by phone, and email

2. *Verbal Authorization by CLIENT, if Applicable.* J-U-B was verbally authorized by the CLIENT to provide these Amendments by:

Name Date

3. *Payment for Amendments.* Unless otherwise noted below, J-U-B will provide these Amendments on a time and materials basis, using J-U-B's standard billing rates or, if applicable, the billing rates established in the initial Agreement for Professional Services.

Other Basis for Payment:

Task	Original Fee	Additional Services	Updated Fee
010 Project Management and Administration	\$29,958	\$4,418	\$34,376
020 Phase 1: Initiate (no change-complete)	\$116,604	\$0	\$116,604
030 Phase 2: Analyze	\$80,736	\$24,140	\$104,876
040 Phase 3: Document	\$71,282	\$11,404	\$182,686
070 FHWA & Stakeholder Services (complete)	\$0	\$22,084	\$22,084
Total	\$300,000	\$62,046	\$362,046

4. *Schedule of Services.* Due to the Amendments, the Schedule of Services to be performed under the original Agreement for Professional Services is modified as follows:

Date of Completion to be modified from June 1, 2023 to October 1, 2023.

Dated this ____ day of _____, _____,

CLIENT

J-U-B ENGINEERS, Inc.

By: _____
Project Representative or Authorized Signatory for CLIENT

By: _____
Project Representative or Authorized Signatory for J-U-B

Print or Type Name and Title

Lisa Bachman, AICP, Meridian Area Manager

Kuna Overpass PEL Study
Project Budget - Additional Services

Updated 01/31/23
 J-U-B Engineers, Inc.

TASK DESCRIPTION		J-U-B Engineers										J-U-B TOTAL
		Project Manager \$178.00	Senior Planner \$174.00	Planner \$132.00	Public Involvement Specialist - TLG Practitioner Lead \$140.00	Senior GIS Analyst \$148.00	Engineering Program Manager \$200.00	Project Engineer - Lead/Traffic Engineer \$172.00	Project Engineer \$156.00	Project Designer Lead \$140.00	Professional Land Surveyor \$153.00	
1	Project Management and Project Administration											
	Project Management	6										\$1,068
	Project Administration	4									6	\$982
	Team Coordination Meetings	4	4		4		2					\$2,368
	Task Subtotal											\$4,418
3	Phase 2: Analyze											
	Public Website Update	2	4		8	8						\$3,356
	Public Messaging Mapping Strategy	2			8							\$1,476
	Update PEL Purpose & Need, Alternatives, Exhibits and Concepts for Highway 69 Extension	4	8			8	8	16	36	36		\$19,308
	Task Subtotal											\$24,140
4	Phase 3: Document											
	Additional Coordination with FHWA, ITD, ACHD, UPRR and COMPASS	8	8		24		2	4	4	12	12	\$11,404
	Task Subtotal											\$11,404
7	FHWA & Stakeholder Services (Additional Task - Completed)											
	Task Subtotal											\$22,084
	TOTAL											\$62,046
	Total Hours per Individual	30	24	0	44	16	12	12	20	48	48	6
	Total Cost per Individual	\$5,340	\$4,176	\$0	\$6,160	\$2,368	\$2,400	\$2,064	\$3,120	\$6,720	\$7,344	\$270

(Space above reserved for recording)

**ORDINANCE NO. 2023-08
CITY OF KUNA, IDAHO**

**LIONWOOD PROPERTIES, LLC,
MUNICIPAL REZONE**

A MUNICIPAL REZONE ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KUNA:

- **MAKING CERTAIN FINDINGS; AND**
- **REZONING CERTAIN REAL PROPERTY, TO WIT: SABINO’S ROCKY RIDGE, OWNED BY LIONWOOD PROPERTIES, LLC SITUATED WITHIN THE CORPORATE CITY LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO; AND**
- **AMENDING THE ZONING MAP; AND**
- **DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

THE CITY COUNCIL MAKES THE FOLLOWING FINDINGS AND DECLARATIONS OF ITS AUTHORITY, HISTORY AND PROCESS OF THIS IDAHO CODE SECTION §67-6511 AND REZONE ORDINANCE AS FOLLOWS:

WHEREAS, the City of Kuna, Idaho is a municipal corporation organized and existing under the laws of the state of Idaho (the “City”) and is authorized to under the provisions of Idaho Code §67-6511, to establish within its jurisdiction one or more zones or zoning districts where appropriate which zoning districts are established in Kuna City Code §5-2-2; and

WHEREAS, LIONWOOD PROPERTIES, LLC, (The “Owner”) of the subject property [legally described in “Exhibit A” Legal Description and “Exhibit B” Location Map, attached hereto and by this reference herein incorporated] (The “Real Property”) and has requested that the Real Property be Rezoned from the city’s **R-4 MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT TO R-6 MEDIUM DENSITY RESIDENTIAL ZONING** (The “Rezone”); and

WHEREAS, The Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on June 14, 2022, as required by Section §67-6525, Idaho Code, made findings (approved by the Commission on June 28, 2022) where it was recommended to the Mayor and Council that the Rezoning for the lands described in Exhibit A, from Medium Density Residential (R-4) to Medium Density Residential (R-6), be approved; and

WHEREAS, The Council, pursuant to public notice as required by law, held a public hearing on September 20, 2022, on the Owner’s application and request for the Real Property Rezoning, as required by Section §67-6525, Idaho Code, and in accordance with the provisions of Kuna City Code §5-1A-7, made findings (approved on October 4, 2022) wherein the City Council determined that the Owner’s written request and application for Rezoning of Sabino’s Rocky Ridge should be granted with a R-6 zoning district classification; and

WHEREAS, It is necessary that the City Council adopt this Ordinance, as required by Section §67-6511 (2) Idaho Code, and Kuna City Code §5-1A-7 (G), to complete the process of implementing the decision of the Kuna City Council to Rezone the Subject Real Property.

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

Section 1: The Kuna City Council hereby finds and declares that the Real Property described below is Rezoned from R-4 MEDIUM DENSITY RESIDENTIAL ZONING DISTRICT TO R-6 MEDIUM DENSITY RESIDENTIAL as described in Exhibit A (The “Rezone”) and shown in “Exhibit B” – Vicinity Map.

Section 2: The Zoning Map of the City of Kuna is hereby amended to comply with this Rezone.

Section 3: The City Engineer is directed to change the zoning district depictions of the Subject Real Property on the Zoning Map of the City in accordance with this Rezone Ordinance; and

Section 4: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Ada County, Idaho, and with the Idaho State Tax Commission, Boise, Idaho, as required by Section §50-223, Idaho Code, and to comply with the provisions of Section §63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property Rezoned by this Ordinance.

Section 5: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section §50-901A, Idaho Code, may be published.

DATED this 21st day of February 2023.

CITY OF KUNA

Joe Stear, Mayor

ATTEST:

Chris Engels, City Clerk

EXHIBIT A LEGAL DESCRIPTION

LIONWOOD PROPERTIES, LLC MUNICIPAL REZONE

A portion of the southwest quarter of Section 10, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, being more particularly described as follows:

Beginning at the center quarter corner of said Section 10, which is the **Point of Beginning**;

Thence S00°06'34"W, 2,655.17 feet along the easterly boundary of the southwest quarter of said Section 10 to the south quarter corner of said Section 10;

Thence S89°51'00"W, 993.50 feet along the southerly boundary of the southwest quarter of said Section 10;

Thence N29°37'53"W, 666.27 feet to the westerly boundary of the southeast quarter of the southwest quarter of said Section 10

Thence N00°03'28"E, 747.00 feet along the westerly boundary of the southeast quarter of the southwest quarter of said Section 10 to the northwest corner of the southeast quarter of the southwest quarter of said Section 10;

Thence continuing N00°03'28"E, 474.01 feet along the westerly boundary of the southeast quarter of the southwest quarter of said Section 10;

Thence N31°56'32"W, 317.75 feet;

Thence 366.91 feet along a non-tangent curve deflecting to the left having a radius of 387.79 feet, a central angle of 54°12'39", a long chord bearing of N04°51'29"E, and a long chord distance of 353.38 feet;

Thence N22°14'51"W, 248.98 feet to the northerly boundary of the southwest quarter of said Section 10;

Thence N89°48'02"E, 233.30 feet along the northerly boundary of the southwest quarter of said Section 10 to the northwest corner of the northeast quarter of the southwest quarter of said Section 10;

Thence continuing N89°48'02"E, 1,325.91 feet along the northerly boundary of the southwest quarter of said Section 10 to the **Point of Beginning**.

Comprising 81.05 acres more or less

(Space above reserved for recording)

**ORDINANCE NO. 2023-09
CITY OF KUNA, IDAHO**

**LIONWOOD PROPERTIES, LLC,
MUNICIPAL ANNEXATION AND ZONING**

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

- **MAKING CERTAIN FINDINGS AND DECLARATIONS OF AUTHORITY; AND ANNEXING CERTAIN REAL PROPERTIES, TO WIT: LIONWOOD PROPERTIES, LLC WITHIN THE UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO; AND**
- **ESTABLISHING THE ZONING CLASSIFICATIONS OF SAID REAL PROPERTIES; AND**
- **DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

THE CITY COUNCIL MAKES THE FOLLOWING FINDINGS AND DECLARATIONS OF ITS AUTHORITY, HISTORY AND PROCESS OF THIS IDAHO CODE SECTION 50-222 (3) (a) CATEGORY “A” ANNEXATION AND ZONING ORDINANCE AS FOLLOWS:

WHEREAS, The City of Kuna, Idaho is a municipal corporation organized and existing under the laws of the state of Idaho (the “City”) and is authorized to annex into and incorporate within the boundaries of the City Contiguous real property in the manner provided by section 50-222, Idaho Code; and

WHEREAS, Lionwood Properties, LLC, (The “Owners”) of the subject property [legally described in Exhibit A-1 attached hereto and by this reference herein incorporated] (the “Real Properties”).

WHEREAS, Lionwood Properties, LLC, (The “Owners”) of the subject property [as legally described in Exhibit A-2 attached hereto and by this reference herein incorporated] (the “Real Properties”).

WHEREAS, Lionwood Properties, LLC, (The “Owner”) of the subject property [legally described in Exhibit A-3 attached hereto and by this reference herein incorporated] (the “Real Properties”).

WHEREAS, Lionwood Properties, LLC, (The “Owner”) of the subject property [legally described in Exhibit A-4 attached hereto and by this reference herein incorporated] (the “Real Properties”).

WHEREAS, The Real Properties are situated in the unincorporated area of Ada County.

WHEREAS, The owners, have filed with the City the following written request and application:

- Annexation of the subject property with an R-6 zoning district classification [legally described in Exhibit A-1], And
- Annexation of the subject property with the R-6, R-8 AND C-1 zoning district classification [legally described in Exhibit A-2, A-3 And A-4].

WHEREAS, the Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a Public Hearing on June 14, 2023, as required by Section 67-6525, Idaho Code, made findings (approved by the Commission on June 28, 2022) where it was recommended to the Mayor and Council that the Annexation for Parcel Nos. S1310427810, and S1310449300, with R-6, R-8, AND C-1 Zoning District Classification [legally described in Exhibits A-1, A-2, A-3 and A-4], be approved;

WHEREAS, The Council, pursuant to public notice as required by law, held a Public Hearing on September 20, 2022, as required by Section 67-6525, Idaho Code, and made findings (approved on October 4, 2022) wherein the City Council determined that the Owner's written requests and application for Annexation of Parcel Nos. S1310427810, and S1310449300, with an R-6, R-8, AND C-1 Zoning District Classification [legally described in Exhibits A-1, A-2, A-3 and A-4],

WHEREAS, the zoning classification of R-6 as proposed is appropriate to meet the requirements of the Kuna City Code and should be granted.

WHEREAS, the zoning classification of R-8 as proposed is appropriate to meet the requirements of the Kuna City Code and should be granted.

WHEREAS, the zoning classification of C-1 as proposed is appropriate to meet the requirements of the Kuna City Code and should be granted.

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

Section 1: The Kuna City Council hereby finds and declares that the Real Properties described below are contiguous to the City, that said properties can be reasonably assumed to be used for the orderly development of the City, and that the owner of said properties, Lionwood Properties, LLC, have requested, in writing, annexation thereof to the City.

Section 2: The Real Properties, all situated in Ada County, Idaho, adjacent to and contiguous to the City, and legally described in "Exhibit A-1, Exhibit A-2, Exhibit A-3 and Exhibit A-4" – Legal Description and "Exhibit B" – Location Map, attached hereto and incorporated herein by reference, is annexed to and incorporated in the incorporated territorial limits of the City of Kuna, Idaho.

Section 3: From and after the effective date of this Ordinance, all property and persons within the boundaries and territory described above shall be subject to all Ordinances, Resolutions, police regulations, taxation and other powers of the City of Kuna.

Section 4: The zoning land use classifications of the land described in Section 2 above is hereby established as R-6, R-8, and C-1 as legally described in Exhibit A-1, A-2, A-3 and A-4 as provided by the Zoning Ordinance of the City. The Zoning Map of the City is hereby amended to include the Real Properties described in Section 2 above in the R-6, R-8, and C-1 zoning land use classifications.

Section 5: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Ada County, Idaho, and with the Idaho State Tax Commission, Boise, Idaho, as required by Section 50-223, Idaho Code, and to comply with the provisions of Section 63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

Section 6: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this 21st day of February 2023.

CITY OF KUNA

Joe Stear, Mayor

ATTEST:

Chris Engels, City Clerk

EXHIBIT A-1
R-6 ZONE
LEGAL DESCRIPTION
LIONWOOD PROPERTIES, LLC
MUNICIPAL ANNEXATION AND ZONING

A portion of the west half of the southeast quarter of Section 10, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, being more particularly described as follows:

Beginning at the southeast corner of the southwest quarter of the southeast quarter of said Section 10 which is the centerline of West Hubbard Road and the **Point of Beginning**:

Thence S89°51'00"W, 50.00 feet along the southerly boundary of the southwest quarter of the southeast quarter said Section 10;

Thence N00°07'01"E, 1,328.17 feet along a line 50 feet westerly of and parallel with the easterly boundary of the southwest quarter of the southeast quarter of said Section 10;

Thence S89°49'27"W, 1,273.95 feet to the westerly boundary of the southeast quarter of said Section 10;

Thence N00°05'50"E, 454.73 feet along the westerly boundary of the southeast quarter of said Section 10;

Thence S89°45'51"E, 1,324.09 feet to the easterly boundary of the northeast quarter of the southeast quarter of said Section 10;

Thence S00°07'01"W, 1,773.41 feet along the easterly boundary of the southwest quarter of the southeast quarter of said Section 10 to the **Point of Beginning**.

Comprising 15.20 acres more or less

EXHIBIT A-2
R-6 ZONE
LEGAL DESCRIPTION
LIONWOOD PROPERTIES, LLC
MUNICIPAL ANNEXATION AND ZONING

A portion of the of the southeast quarter of the southeast quarter of Section 10, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, being more particularly described as follows:

Beginning at the northwest corner of the southeast quarter of the southeast quarter of said Section 10 which is the **Point of Beginning**:

Thence N89°49'27"E, 763.38 feet along the northerly boundary of the southeast quarter of said Section;

Thence S00°09'00"E, 1,086.53 feet;

Thence 36.49 feet along a tangent curve deflecting to the right having a radius of 50.00 feet, a central angle of 41°48'37", a long chord bearing of S20°45'19"W, and a long chord distance of 35.68 feet;

Thence S48°20'23"E, 25.00 feet;

Thence N89°51'00"E, 113.10 feet;

Thence S00°09'00"E, 95.00 feet;

Thence N89°51'00"E, 117.00 feet;

Thence S00°09'00"E, 96.99 feet to the southerly boundary of the southeast quarter of said Section 10;

Thence S89°51'00"W, 1,005.57 feet along southerly boundary of the southeast quarter of said Section 10 to the southwest corner of the southeast quarter of the southeast quarter of said Section 10;

Thence N00°07'01"E, 1,328.19 feet along the westerly boundary of the southeast quarter of the southeast quarter of said Section 10 to the **Point of Beginning**.

Comprising 24.15 acres more or less

EXHIBIT A-3
R-8 ZONE
LEGAL DESCRIPTION
LIONWOOD PROPERTIES, LLC
MUNICIPAL ANNEXATION AND ZONING

A portion of the of the southeast quarter of the southeast quarter of Section 10, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, being more particularly described as follows:

Commencing at the northwest corner of the southeast quarter of the southeast quarter of said Section 10; thence N89°49'27"E, 763.38 feet along the northerly boundary of the southeast quarter of the southeast quarter of said Section 10 to the **Point of Beginning**:

Thence continuing N89° 49'27"E, 236.00 feet along the northerly boundary of the southeast quarter of the southeast quarter of said Section 10;

Thence S00°09'00"E, 1,231.64 feet;

Thence S89°51'00"W, 117.00 feet;

Thence N00°09'00"W, 95.00 feet;

Thence S89°51'00"W, 113.10 feet;

Thence N48°20'23"W, 25.00 feet;

Thence 36.49 feet along a tangent curve deflecting to the left having a radius of 50.00 feet, a central angle of 41°48'37", a long chord bearing of N20°45'19"E, and a long chord distance of 35.68 feet;

Thence N00°09'00"W, 1,086.53 feet to the **Point of Beginning**.

Comprising 6.42 acres more or less

EXHIBIT A-4
C-1 ZONE
LEGAL DESCRIPTION
LIONWOOD PROPERTIES, LLC
MUNICIPAL ANNEXATION AND ZONING

A portion of the of the southeast quarter of the southeast quarter of Section 10, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho, being more particularly described as follows:

Beginning at the northeast corner of the southeast quarter of the southeast quarter of said Section 10 which is the centerline of South Ten Mile Road which is the **Point of Beginning**:

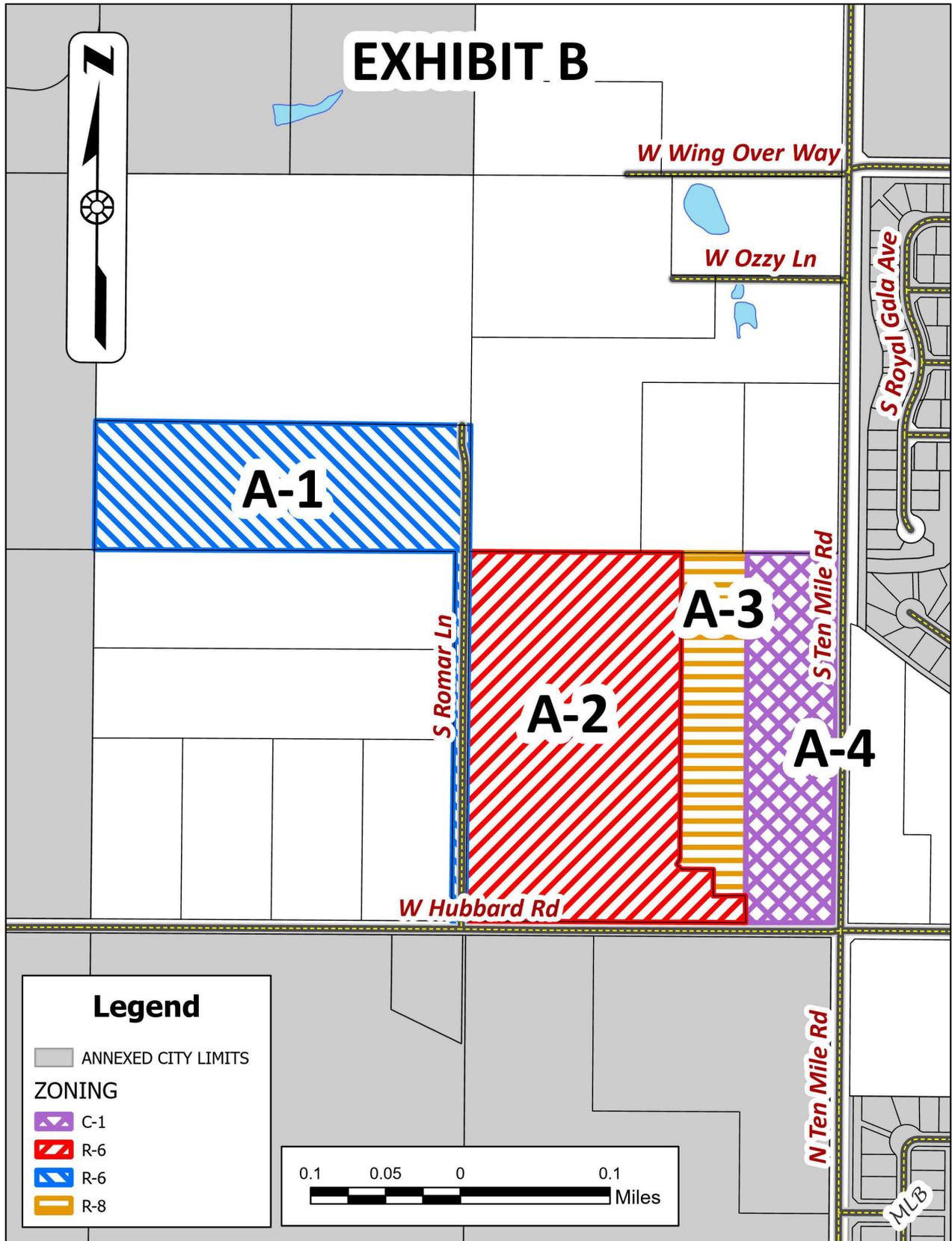
Thence S00°08'12"W, 1,328.79 feet along the easterly boundary of the southeast quarter of the southeast quarter said Section 10, to the southeast quarter corner of said Section 10;

Thence S89°51'00"W, 317.92 feet along the southerly boundary of the southeast quarter of said Section 10;

Thence N00°09'00"W, 1,328.63 feet to the northerly boundary of the southeast quarter of the southeast quarter of said Section 10;

Thence N89°49'27"E, 324.57 feet along the northerly boundary of the southeast quarter of the southeast quarter of said Section 10 to the **Point of Beginning**.

Comprising 9.80 acres more or less



ORDINANCE NO. 2023-05

CITY OF KUNA

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO,

- **MAKING CERTAIN FINDINGS;**
- **GRANTING TO INTERMOUNTAIN GAS COMPANY A THIRTY (30) YEAR EXTENSION TO ITS FRANCHISE TO CONSTRUCT, MAINTAIN AND OPERATE A GAS TRANSMISSION AND DISTRIBUTION SYSTEM;**
- **PROVIDING FOR THE USE OF STREETS AND ALLEYS, AND RULES GOVERNING THE SAME, SUBJECTING THE GRANTEE TO ALL POWERS OF THE CITY;**
- **SETTING FORTH THE RULES OF THE FRANCHISE AND GRANT;**
- **PROVIDING FOR THE RIGHT OF INSPECTION BY THE CITY OF GRANTEE'S RECORDS NECESSARY TO VERIFY THE ACCURACY OF FRANCHISE FEE PAYMENTS;**
- **REQUIRING GRANTEE TO FURNISH CERTAIN MAPS;**
- **SETTING FORTH A THREE PERCENT (3%) FRANCHISE FEE AND QUARTERLY PAYMENTS TO THE CITY, AND THE FILING OF QUARTERLY REPORTS WITH THE CITY;**
- **REQUIRING GRANTEE TO INDEMNIFY CITY, AND FILE EVIDENCE OF INSURANCE;**
- **REQUIRING COMPLIANCE WITH SAFETY REGULATIONS;**
- **SETTING FORTH AN AGREEMENT NOT TO COMPETE, RESERVING POWER OF EMINENT DOMAIN;**
- **PROVIDING FOR SURRENDER OF FRANCHISE AND GRANTING RIGHT TO SALVAGE;**
- **REQUIRING WRITTEN ACCEPTANCE AND CONSENT;**
- **PROVIDING FOR CONSENT TO SALE, ASSIGNMENT OR LEASE;**
- **PROVIDING FOR PAYMENT OF PUBLICATION COSTS;**
- **SETTING FORTH PENALTIES AND FORFEITURES, SEPARABILITY AND REPEAL;**
- **DIRECTING THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Kuna, Ada County, Idaho:

Section 1: Findings

- 1.1** The City of Kuna (“City”) is a municipal corporation of the state of Idaho established, existing, and operating pursuant to the provisions of Title 50, Idaho Code.
- 1.2** Pursuant to the Chapter 3, Title 50, Idaho Code the City has power to regulate utility transmission systems, including natural gas transmission systems, and pursuant to this authority may grant franchises to utility providers to operate and provide such utility service within the City.
- 1.3** The City has previously granted a franchise to Intermountain Gas Company (“Grantee”), an Idaho general business corporation, to empower Grantee to construct, install, maintain, and operate a gas transmission and distribution system, including mains, pipes, conduits, services, and other necessary structures and appliances appertaining in, under, upon, over, across and along the streets, alleys, bridges, and public places within the present and future corporate limits of the City.
- 1.4** The current ordinance granting such franchise to Grantee expires on February 28, 2023.
- 1.5** By this ordinance the City renews and extends Grantee’s franchise for a new term pursuant to the provisions set forth herein.

Section 2: Grant of Authority

There is hereby granted to Intermountain Gas Company, a corporation, its successors and assigns (hereinafter collectively referred to as "Grantee") a thirty (30) year extension to the right and authority to construct, install, maintain and operate a gas transmission and distribution system, including mains, pipes, conduits, services and other necessary structures and appliances appertaining in, under, upon, over, across and along the streets, alleys, bridges and public places within the present and future corporate limits of the City of Kuna Idaho (hereinafter referred to as "City") for the furnishing, transmission, distribution and sale of gas, whether artificial, natural, mixed or otherwise, for heating, domestic, industrial and other purposes and for transmitting gas into, through and beyond said City. The City represents that it has the sole power and authority to make this grant of authority and agrees to notify Grantee in writing if the City should cease to have this power.

Section 3: Use of Streets and Rules Governing Same

Grantee expressly acknowledges that streets within the City boundaries are under the jurisdiction of the Ada County Highway District (“ACHD”), and that such entity may have fees, rules, regulations, and permit requirements that may be unaffected by this ordinance. Additionally, ACHD in most instances will be the entity maintaining and improving streets within the City’s boundaries. These realities may affect the interpretation and application of provisions of this ordinance regarding streets within the City’s boundaries, as the City’s commitments through this ordinance may not be binding upon ACHD.

Grantee shall secure a permit, if required by the agency with jurisdiction (e.g. ACHD), for any opening it shall make in the streets, alleys and public places in the City and shall be subject to all applicable ordinances, but no City fee shall be required of Grantee for any such permit. Grantee may, however, open or disturb the streets, alleys, and public places without a City permit if an emergency exists requiring the immediate repair of facilities. If the affected facilities are within the City's jurisdiction, the location or relocation of such facilities shall be made with the approval of such representatives as the governing body of the City may designate for such purpose, but not so as unreasonably to interfere with the proper operating of Grantee's facilities and service. Whenever the City shall construct or reconstruct any conduit, water main, sewer or water connection or other city public works or city utility, it shall be the duty of the Grantee when so ordered by the City to change its mains, services and other property in the streets or public places at its own expense so as to conform to the established grade or line of such street or public place and so as not to interfere with the conduits, sewers and other mains of the City as constructed or reconstructed; however, the Grantee shall not be required to relocate pipes, mains and appurtenances when the street, alley or public ground in which they are located is vacated for the convenience of abutting property owners and not as an incident to the public improvement, unless the reasonable cost of such relocation and the loss and expenses resulting therefrom is first paid to Grantee. The City will avoid the need for such moving or changing whenever possible. In the event Federal, State or other funds are available in whole or in part for utility relocating purposes, the City shall apply for such funds and the Grantee will be reimbursed to the extent any such funds are actually obtained. If the City has jurisdiction to grant, and does grant, a permit for an excavation in a street, alley or other public ground and the work contemplated by the permit may expose gas pipes, mains and appurtenances of the Grantee, the City shall furnish a copy of the permit to Grantee at least 48 hours prior to such work.

Section 4: Grantee Subject to All Powers of City Rules Governing Repair and Reconstruction of Streets

The exercise of privileges herein granted shall be subject at all times to all of the powers of the City and all regulatory ordinances adopted pursuant thereto. The Grantee shall not unnecessarily or unreasonably obstruct the use of or damage any street or alley, and shall within a reasonable time and as early as practicable upon completion of any construction or repair work, restore all streets and alleys within the City to the same order and condition as they were before the excavation was made insofar as reasonably possible. The Grantee shall maintain, repair and keep in good condition for a period of one year all portions of streets and alleys disturbed by it or its agents. The Grantee shall be responsible for any obstruction in any street, alley or other public place caused by it in the operation and maintenance of its properties occurring at anytime and shall promptly remove such obstruction. Any such obstruction which, after proper notice to Grantee demanding removal is not promptly removed by the Grantee may be taken care of by the City and the costs thereof shall be charged against Grantee. For purposes of this Section, Grantee's above-ground facilities or temporary construction materials and equipment shall not be considered an "obstruction".

Section 5: Term and Franchise and Grant

The right, authority and grant herein and hereby made to said Grantee, its successor and assigns, is granted for, and limited in time to, a period of thirty (30) years from March 2023 through and including February 2053.

Section 6: City Right to Inspection of Grantee’s Plans, Accounts and Books – Grantee to Furnish Certain Maps

Upon reasonable advance notice, the City shall have access to Grantee's records to the extent necessary to verify the accuracy of the Franchise fee payments required herein during the normal business hours of Grantee. The Grantee shall furnish, upon request, the City with a complete set of maps, including plans and profile of the distribution system of the Grantee and any future extensions. The City shall make every reasonable effort to maintain the confidentiality of any trade secrets or other proprietary information (such as proprietary maps and other mapping information) provided pursuant to this Section, including execution of a data sharing agreement with Grantee. Any map supplied shall not be used for locating gas facilities with the intent of excavating. Prior to excavating, the City shall request line locates per the requirements of Idaho Statute Chapter 22 Underground Facilities Damage Prevention.

Section 7: Payment to City and Filing of Annual Written Report with the City

As consideration for this franchise and grant said Grantee, its successors and assigns, during the franchise period, shall pay to the City three percent (3%) of the gross receipts received from all sales of gas by Grantee within the corporate limits of the City through use, operation or possession of this franchise and grant.

Such payments shall be made on a quarterly basis and shall be in lieu of any and all other fees, charges, licenses or taxes (other than ad valorem taxes) related to easements, franchises, rights-of-way, utility lines and equipment installation, maintenance and removal during the term of the public service providers’ franchise with the City which the City may impose for the rights and privileges herein granted or for the privilege of doing business within the City.

The Grantee shall file 30 days after the end of each calendar quarter with the City a report for the preceding calendar quarter, which report shall contain a statement of all the gross receipts arising from all sales of gas by said Grantee within the City for the calendar quarter preceding such report, and at the same time the Grantee shall pay to the City the stipulated percentage of the gross quarterly receipts due for the calendar quarter which said report is made and filed.

Section 8: Grantee Liability – Indemnification

It is expressly understood and agreed by and between the Grantee and the City that the Grantee shall save the City harmless from all loss sustained by the City on account of any suit, judgment, execution, claim or demand whatsoever, resulting from negligence on the part of the Grantee in the construction, operation or maintenance of its gas system in the City. The City shall notify the Grantee within ten (10) days after the presentation of any claim or demand, either by suit or otherwise, made against the City on account of any negligence as aforesaid on the part of the Grantee. Nothing herein shall require Grantee to save and hold the City harmless to the extent

any loss sustained by the City is caused by the acts, omissions, or negligence of the City its agents, representatives, contractors, officers, directors, employees, or other parties subject to its direction or control.

Section 9: Insurance

Upon acceptance of this franchise by Grantee and before Grantee shall have any rights hereunder, Grantee shall file with the City Clerk a certificate evidencing the insurance of the Grantee against property damage in an amount not less than \$3,000,000.00 and bodily injury with limits of not less than \$3,000,000.00 per occurrence and \$5,000,000.00 total annual aggregate. City shall also be named as an additional insured on any such policy but only to the extent of Grantee's indemnity obligation herein. Additionally, in light of the thirty (30) year duration of this ordinance, the City may periodically review the coverage limits required of Grantee pursuant to this section and propose amending the coverage requirements in this section. Any such amendment shall be only with the written consent of Grantee.

Section 10: Safety Regulation Compliance

Grantee shall comply with and conform to all applicable safety regulations promulgated by the United States, State of Idaho, or any regulatory body having jurisdiction thereof.

Section 11: Agreement Not to Compete – Reserve to City Power of Eminent Domain

In consideration of Grantee's undertaking hereunder as evidenced by its acceptance hereof the City agrees not to engage in the business of distributing and selling gas during the life of this franchise or any extension thereof in competition with the Grantee, or its successor and assigns; but nothing herein contained shall be construed or deemed to prevent the City from exercising at any time any power of eminent domain granted to it under the laws of the State of Idaho.

Section 12: Surrender of Franchise

In the event natural gas at any time shall cease to be available to Grantee for the distribution and sale hereunder, Grantee reserves the right to surrender this franchise and in the event of such surrender prior to any expiration or termination of this franchise, or in any of such events, Grantee reserves the right to salvage all of its plant, works and facilities, and will restore streets and alleys within the City's boundaries damaged by such salvage operation.

Section 13: Written Acceptance and Consent

Before the passage and publication of this ordinance by the City, Grantee shall execute the "Acceptance and Consent" provision contained at the end of this ordinance.

Section 14: Sale, Assignment, or Lease of Franchise

No sale, assignment or lease of this franchise shall be effective unless and until it is approved by the City, which approval shall not be unreasonably withheld; provided, however, that

nothing herein contained shall be construed as to require consent or to prevent the Grantee of this franchise and grant from including it in a mortgage or trust deed executed for the purpose of obtaining money for corporate objects.

Section 15: Publication Costs

The Grantee shall assume the costs of publication of this franchise as such publications is/are required by law.

Section 16: Forfeiture

Any material violation by the Grantee, its vendee, lessee or successors of the provisions of this ordinance, franchise and grant or any material portions thereof or the failure promptly to perform any of the provisions thereof shall be cause for the forfeiture of this franchise and grant and all rights hereunder, should Grantee fail to cure such violation within sixty (60) calendar days of City's providing Grantee written notice, which shall be served upon Grantee by registered mail on its Region Director at 555 South Cole Road, Boise, Idaho 83709 on the date this ordinance was adopted, or if not reasonably capable of being cured within sixty (60) calendar days, within such other reasonable period of time as the parties may agree. This provision shall not prevent the Grantee from submitting such question of forfeiture to proper court determination.

Section 17: Separability

If any part or parts of this ordinance shall be adjudged by the courts to be unconstitutional or invalid, the same shall not affect the validity of any other part of parts hereof which can be given effect without the part or parts adjudged to be unconstitutional or invalid. The City declares that it would have passed the remaining parts of this ordinance if it had been known that such other part or parts thereof would be declared unconstitutional or invalid.

Section 18: Repeal

All ordinances and parts of ordinances of the City in conflict herewith shall be, and the same are hereby repealed.

Section 19: Notifications

Whenever this Franchise calls for notice to or notification by any Grantee or City, the same (unless otherwise specially provided) shall be in writing and directed to the recipient at the address set forth in this Section, unless written notice of change of address is provided to the other party. If the date for making any payment or performing any act is a legal holiday, payment may be made or the act performed on the next succeeding business day which is not a legal holiday.

Notices shall be directed to the parties as follows:

To the City:	City Clerk City of Kuna
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ACCEPTANCE AND CONSENT

INTERMOUNTAIN GAS COMPANY, as the franchisee and ‘Grantee’ in the ordinance set forth above, accepts the franchise set forth therein at the time of Grantee’s execution, and agrees to abide by the terms and conditions thereof. Specifically (and pursuant to I.C. § 50-329A), IGC consents to the three percent (3%) franchise fee assessed by the City pursuant to this ordinance.

DATED this 31st day of January, 2023



By: Eric Martuscelli
Its: Vice President, Field Operations

ORDINANCE NO. 2023-10

CITY OF KUNA

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO,

- **AMENDING SECTION 3, CHAPTER 8 OF THE KUNA CITY CODE TO INCLUDE BENEVOLENT, CHARITABLE, AND PUBLIC PURPOSE EVENTS PERMIT FOR SPECIAL EVENT PERMITS APPLICABLE TO ALL SPECIAL EVENT PERMIT REQUESTS;**
- **DIRECTING THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

NOW, THEREFORE, BE IT ORDAINED by the Mayor and City Council of the City of Kuna, Ada County, Idaho:

Section 1: That Chapter 8, Title 3 of the Kuna City Code be and the same is hereby amended to read as follows:

3-8-1: DEFINITIONS:

SPECIAL EVENT: A gathering or event that is planned to occur on a day, consecutive days, or a recurring schedule that is expected to draw a gathering of persons where;

1. The event is held on a street or city property; and/or
2. Alcohol available for consumption a catering permit or Idaho State Police issued Benevolent, Charitable, and Public Purpose Events permit is required; and/or
3. A deadly weapon is available for sale or trade, excluding a private sale; and/or
4. The event requires a permit from any other jurisdiction or agency, such as ACHD or the fire district; and/or
5. The event is of an entertainment, cultural, recreational, educational, or sporting nature.

Examples of special events include, by way of illustration and without limitation, public assembly, block events, concerts, dances, parades, circuses, fairs, festivals, retail sales, community events, mass participation sports (such as, marathons and running events, bicycle races or tours, sports tournaments), other organized activity conducted for a common or collective use. A special event does not include a gathering or event that is private and not open to the general public.

3-8-2: SPECIAL EVENT PERMIT REQUIRED:

- A. No person or entity shall hold any special event within the city, as defined by this chapter, without first obtaining a special event permit from the city clerk or the city clerk's designee and paying any application fees. The requirements for permitting under this chapter shall not apply to:
1. First Amendment events, where the expressive or associative activity being exercised is protected by the Idaho Constitution and the First and Fourteenth Amendments to the United States Constitution;
 2. Funeral processions;

3. Spontaneous events for the purpose of expressive activity that occur in response to breaking or emerging news;
 4. Lawful picketing on sidewalks;
 5. School sponsored events for the benefit of the school on school property; unless weapons are offered for sale;
 6. Church sponsored events for the benefit of the church held exclusively on church property; unless alcohol is available for consumption and a catering permit or Idaho State Police issued Benevolent, Charitable, and Public Purpose Events permit is required, excluding alcohol consumed during religious services, or a deadly weapon or weapons is/are offered for sale or as a prize, if the weapon is displayed during the event;
 7. Public events on private property, unless KCC 3-8-2(B) is applicable.
- B. An event on private property shall require a special event permit if:
1. Alcohol is being served and a catering permit or Idaho State Police issued Benevolent, Charitable, and Public Purpose Events permit is required; and/or
 2. Weapons are being offered for sale; and/or
 3. Attendance is estimated to exceed five hundred (500) persons and the event has the potential to impact traffic, safety or public services as determined by the city clerk or other city department or pertinent agency.
- C. In determining whether an event is exempt, no consideration shall be given to the content of any constitutionally-protected expression connected with the planned activity. No permit shall be required under this chapter, nor any condition imposed on any permit, if requiring a permit or imposing the condition would violate rights protected by the Constitution of the United States or by the Constitution of the State of Idaho.
- D. The attendee projection shall be provided and shall be based upon the type of special event, format, size, location, and history if annual or part of a series of special events.
- E. No fee, extraordinary resource cost, or insurance requirement shall be imposed when prohibited by the First and Fourteenth Amendments to the United States Constitution. Political or religious activity intended primarily for the communication or expression of ideas shall be presumed to be a constitutionally protected event. First Amendment events include those for the exercise of the right to speech, press, assembly and the right to petition, but does not include commercial advertising. Factors that may be considered in evaluating whether or not an event or an activity is constitutionally protected and therefore exempt include the nature of the event, the extent of commercial activity, the extent of any advertising or promotion of goods or services, the sales of food, goods, and services, any other business participation in the event, the use or application of any funds raised, and, if part of any annual tradition or series, previous events in the sequence.
- F. Conditions of special event permits for parades, public assemblies, and block events on streets and sidewalks:

Special event permits for parades, public assemblies, and block events occurring on streets and/or sidewalks shall include conditions that:

1. Assure that emergency services such as police, fire, and ambulance services are available for a parade, public assembly, or block event taking place within the corporate limits of the City of Kuna;
2. Assure that emergency services such as police, fire, and ambulance services are not unreasonably inhibited in their ability to travel on and cross public streets and sidewalks

by parades, public assemblies, or block events; at a minimum, an emergency access twenty (20) feet wide shall be required to all parts of the event;

- 3. Assure that business activities in the city are not unreasonably impacted by parades, public assemblies, or block events; and
- 4. Assure that traffic is not unreasonably disturbed by parades, public assemblies, or block events.

Section 2: Directing the City Clerk

The City Clerk is directed to file this Ordinance in the official records of the City and to provide the same to the City’s codifier for inclusion and publication in the Kuna City Code.

Section 3: Effective Date

This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law and at the discretion of the City Clerk and in lieu of publication of the entire ordinance, a summary thereof in compliance with Section 50-901A, Idaho Code, may be published.

DATED this ____ day of _____, 2023

CITY OF KUNA

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

ORDINANCE NO. 2023-10

CITY OF KUNA

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DATED this ____ day of _____, 2023

CITY OF KUNA

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk