



**CITY OF KUNA
BOARD OF CORRECTION MEETING
AGENDA
THURSDAY, MARCH 7, 2023**

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

5:30 P.M. – ANNUAL BOARD OF CORRECTION MEETING

Call to Order and Roll Call

1. Introduction:

Introductory memo from Mike Borzick, to include financial adjustments, Delinquent accounts, Tax Deeds, Water supply balance and any protestants either scheduled or otherwise

2. Irrigation irregularities:

Group A.

1. Lots, parcels or tracts with simple errors
2. Lots, parcels or tracts to be removed from the irrigation roll

3. Approve the Assessment Roll

4. Announcements:

5. Adjournment:



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

MICHAEL L. BORZICK
GIS MANAGER
Telephone (208) 287-1726
Email: MBorzick@KunaID.gov

MEMORANDUM

TO: Mayor Stear and Members of City Council acting as the Board of Correction

FROM: Mike Borzick
GIS Manager

RE: Board of Correction
Purpose & Agenda

DATE: March 2, 2023

As required in Idaho State Code, this Board of Correction has been or will be noticed in the Kuna-Melba News on February 22nd and March 1st, 2023. It is held as a requirement outlined in Idaho State Code 50-1807.

Purpose of Board of Correction

Inasmuch as the Board of Correction meets and acts infrequently, it may be useful to review the legislation defining the purpose of the Board. The following is taken from Idaho State Code 50-1811 and 50-1812 in describing the duties of the Board of Correction:

*50-1811. Board of correction -- Changes in assessment books. At the time of the meeting specified in the notice required by section [50-1807](#), **the mayor and council of such city are hereby constituted a board of correction** and for that purpose shall meet and continue in session from day to day as long as may be necessary not to exceed three (3) days, exclusive of holidays and **make such changes in the said assessment book as may be necessary to make it conform to the facts**, and such assessments levied for the maintenance, operation, extension and enlargement of the works may be reviewed by the mayor and council of the city during said time upon the request of any person interested, and within five (5) days after the mayor and council, shall have adjourned as a board of correction, the city clerk shall complete the assessment books as the same may have been adjusted and/or corrected by the mayor and council sitting as a board of correction and shall certify to the same and deliver said books to the city treasurer who shall collect the assessments in the manner herein provided.*

*50-1812. Correction of irregularities upon giving notice -- Omissions. If the levy of any assessment or assessments for **any year** as provided by this section, upon any or all the lands, lots, pieces or parcels*

*of real estate within the boundaries of such irrigation system, shall be **discovered to be irregular and void because of any irregularity**, informality or error in the assessment books or for any other reason, the said **mayor and council of the city may meet and correct such errors** upon five (5) days prior notice published in the official newspaper, as provided in sections [50-1801](#) through [50-1835](#), Idaho Code,] and at such meeting correct any error or mistake that may have been found to exist which makes such assessment roll invalid, provided, that no invalidity of such assessment roll may be claimed on account of the omission of the name or the incorrect naming of the owner of any lots, pieces or parcels of real estate so assessed or the omission of lands, lots, pieces or parcels of real estate through error or inadvertence from the assessment roll, but that such omitted lot, piece or parcel of land shall be assessed by the city clerk.*

It is the presumption of staff that Council established in October 2022 the assessment criteria to be relied upon by staff to prepare the 2023 assessment roll. The purpose of the Board of Correction is to correct assessments where errors have been made, making the assessment roll conform to the facts, and adjusting assessments consistent with the criteria adopted in October. This might make the scope of issues to be considered by the Board, somewhat limited.

However, the very next code section (50-1812) introduces a process whereby the Mayor and Council, upon 5 days published notice, may consider any irregularities, informalities or errors, in any assessment(s), from any year, and may correct them. The Board of Correction certainly meets the noticing criteria of 50-1812, involves the same people, and staff assumes that the Board of Correction can act in any manner permitted by 50-1812.

As a matter of practical application, staff would prefer that the Board not make substantive changes in assessment philosophy at this late date in the assessment cycle. Where possible, staff would hope that significant changes would be addressed in October of the subsequent assessment cycle.

Notwithstanding Staff's preferences, the latitude of the Board of Correction in making corrections is very broad, and is perhaps limited only in the general statutory requirement that a "uniform method of assessment" (50-1805A) is preserved.

Delinquent Assessments (2023 delinquents)

1. None

Pending Irrigation Shutoff

This year's, and every year's, assessments are due and payable April 1st. The state code directs that no irrigation water is to be delivered to a property until its assessment is paid. To comply with this requirement, the level payment of installments is enforced through the potable water shutoff (in conjunction with the shutoff for sewer, water and garbage collection) – which does not require a backyard entry thus keeping our public works staff safe from personal threats and injury. The City Treasurer has insured the cities assessments to the underlying irrigation districts will be paid in full on the next accounts payable (AP) cycle to comply with the state code.

The following items are proposed for consideration or decision:

Tax Deed List (See Attachment)

None for 2023

Water Supply Balance

For the information of the Board, the following Table shows the quantity of water provided to the pressure irrigation system and the usage, non-usage and wastage of canal water in 2021 and 2022. Wastage is computed as the difference between canal water delivered to a pump station and the amount actually pumped. Water “not used” is the difference between available canal water allotment and the amount the City requested to be delivered.

	2021	2022
CANAL WATER PUMPED	1.531 BG	1.557 BG
POTABLE WATER USED	82 MG	89 MG
CANAL WATER DELIVERED (PI)	2.043 BG	1.955 BG
*WATER WASTED	512 MG (25%)	398 MG (20%)
**CARRY OVER	3,683.77 A.F. (+/-4.5 months)	

*Wasted amount does not include any Gravity water called for or used.

Anderson limit for each user for each season is set at 1.5 A.F. per acre. If the reservoir fills in the current season, each user gets their full Anderson water. If the reservoir does not fill, each user only gets their carryover from the previous year, ie. the amount of unused Anderson water from the previous season. As of 3/1/2023 Anderson Reservoir is at 74% Full. **See Figure 1.1

7,879 PI Connections (2022) 11% increase over the year before
 0.61 acre-feet/connection delivered (2022) - 0.73 acre-feet (2021)
 0.15 acre-feet/connection wasted (2022) - 0.24 acre-feet (2021)

Irrigatable lands in each District

	Totals
Boise~Kuna Irrigation	2,423.15 Acres
New York Irrigation	649.11 Acres
Nampa Meridian Irrigation	122.38 Acres (No PI delivery point in NMID)
	3,194.64 Acres (Increase of 155 acres into the KMIS)

Public works suggestion/motion

1. To approve the Kuna Municipal Irrigation Roll as it stands and to have the City Treasurer pay the underlying Irrigation Districts Assessments at or before a time where said payments/checks can clear the underlying irrigation districts by April 1st of said Irrigation year.

Scheduled Protestants

2. No scheduled protestants at the time this Agenda was constructed

Un-scheduled Protestants

1. Unknown at this time

Irrigation irregularities:

Group A

1. Simple errors – parcels that missed the Roll due to a coding error, or parcels with a wrong address, or parcels with a square footage error
 - i. Gran Prado 3 – Missed the Roll
 - ii. Lete Commercial 1 – Missed the HOA lots
 - iii. 702 W Trini St – Listed twice
 - iv. 543 W Trini St – Missed the Roll
 - v. 585 W Trini St – Missed the Roll
 - vi. 780 W 4th St – Missed the Roll
 - vii. 2830 N Iditarod Way – Coding Error
 - viii. N Iditarod Way – HOA lot – Coding Error
2. Removing from Roll because they do not have access to irrigation or we have not annexed their water rights.
 - i. 290 W Main St – Unintentionally added to the Roll – Removed
 - ii. 270 N Ten Mile Rd - Unintentionally added to the Roll – Removed
 - iii. 310 W 4th St - Unintentionally added to the Roll – Removed

Additional comments or questions:

SNOTEL Current Snow Water Equivalent (SWE) % of Normal – **Figure 2.1**

Sincerely,

Michael L Borzick

Michael L Borzick
GIS Manager

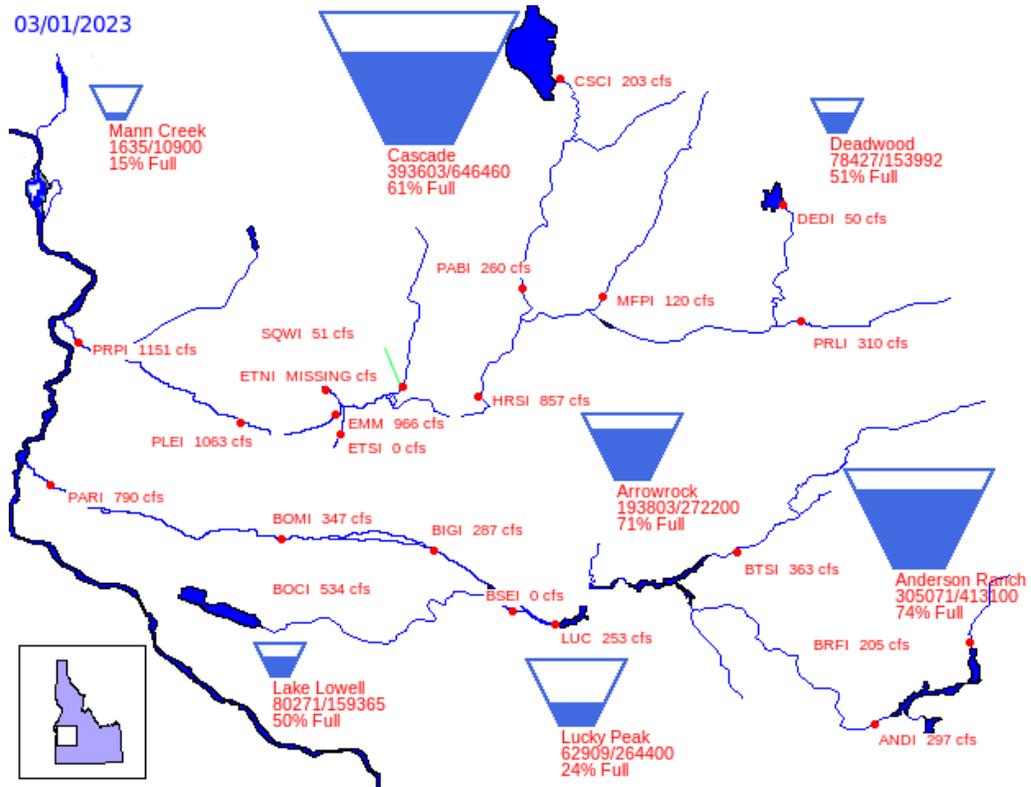


Figure 1.1

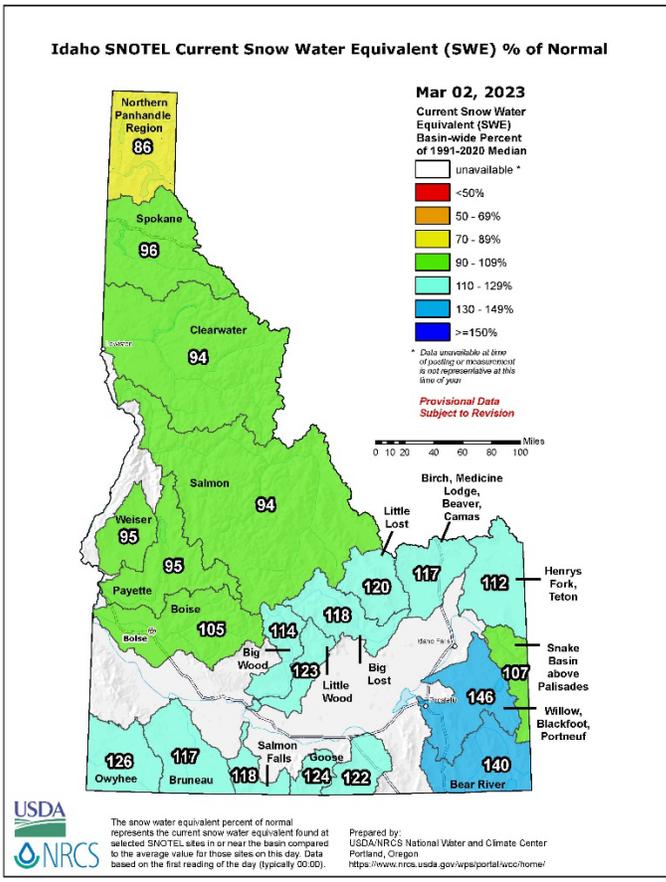


Figure 2.1

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, March 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

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 21, 2023

B. Accounts Payable Dated March 2, 2023, in the amount of \$517,055.24

C. Resolutions

1. Resolution R23-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE ADOPTION OF THE 2022 ADA COUNTY MULTI-HAZARD MITIGATION PLAN; AND REPEALING KUNA CITY RESOLUTION NO. R05-2017.

2. Resolution R24-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE REAL ESTATE LEASE AGREEMENT WITH SILVER BUTTE HOLSTEINS, INC. FOR THE LEASE OF THE CITY OF KUNA'S PROPERTY LOCATED AT SWAN FALLS ROAD, KUNA, IDAHO.

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.

3. Resolution R25-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID FALCON CREST, LLC, FOR FALCON CREST CLUBHOUSE SUBDIVISION FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

4. Resolution R27-2023

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE “*PARK USE AGREEMENT*” WITH THE KUNA YOUTH SOFTBALL AND BASEBALL ASSOCIATION, INC., PURSUANT TO THE TERMS OF THE AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

5. Resolution R28-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE DURRANT TEMPORARY CONSTRUCTION ACCESS AGREEMENT FOR THE CONSTRUCTION OF DANSKIN SEWER FORCE MAIN IN TEN MILE ROAD.

6. Resolution R29-2023

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

- SETTING FORTH FINDINGS; AND
- AUTHORIZING THE MAYOR TO SIGN AND CITY CLERK TO ATTEST FOR THE CITY OF KUNA THAT CERTAIN *FIRST AMENDED AND RESTATED PROJECT DEVELOPMENT AGREEMENT* WITH BRISBIE, LLC; AND
- DIRECTING THE CITY CLERK; AND
- SETTING AN EFFECTIVE DATE.

7. Resolution R30-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE PRESSURIZED IRRIGATION FACILITIES CONSTRUCTION REIMBURSEMENT AGREEMENT FOR RISING SUN IRRIGATION PUMP AND POND; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE; AND AUTHORIZING THE CITY TREASURER TO PAY M3 COMPANIES THE AMOUNT OF EIGHT HUNDRED NINETY-THREE THOUSAND, EIGHT HUNDRED AND THIRTEEN

DOLLARS AND FIFTY-THREE CENTS (\$893,813.53) PURSUANT TO THE TERMS OF SAID AGREEMENT.

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.

- A. Consideration to approve Case Nos. 22-05-CPF & 22-05-ZC Recreation Subdivision – Jessica Reid, Associate Planner **ACTION ITEM**

Applicants request Combination Plat approval to subdivide 415 N Locust Grove Road (APN: S1419417928) into two (2) parcels with an R-2 (Low Density Residential) zone, and to Rezone the West parcel to C-3 (Service Commercial)

<http://kunacity.id.gov/DocumentCenter/View/8507/22-02-CPF--22-05-ZC-Recreation-Subdivision-Packet-CC-PDF>

Open Public Hearing

Receive evidence

Consideration to close evidence presentation and proceed to deliberation

- B. Consideration to approve Case No. 22-03-ZC (Rezone) – David Crawford with Centurion Engineers, Inc., requests approval to Rezone approximately (approx.) 24.17 acres currently zoned C-1 (Neighborhood Commercial) to R-20 (High Density Residential) zone. The applicant is not proposing any other land use applications at this time. The site is in Section 15, T 2 N, R 1 W, Boise Meridian (Parcel number; S131511075). – Troy Behunin, Senior Planner **ACTION ITEM**

<https://www.kunacity.id.gov/DocumentCenter/View/8516/22-03-ZC-Bodahl-Farms-CC-PACKET-PDF>

Open Public Hearing

Receive evidence

Consideration to close evidence presentation and proceed to deliberation

- A. Consideration to approve Case No. 22-14-S (Pre-Plat) – Boise Basin Development, LLC, requests Preliminary Plat approval to subdivide approximately 22.28 acres zoned as R-4 (Medium Density Residential) into 72 single-family lots, 14 common lots and two (2) shared driveway lots. The site is located near the southeast corner of Kuna and Eagle Roads, in Section 28, T 2 N, R 1 E (Parcel Number S1428223050). – Troy Behunin, Senior Planner **ACTION ITEM**

<https://www.kunacity.id.gov/DocumentCenter/View/8517/22-14-S-CC-PACKET-Griffons-Point-PDF>

Open Public Hearing

Receive evidence

Consideration to close evidence presentation and proceed to deliberation

7. Business Items:

- A. Consideration to approve Case No. 23-01-TE (Time Extension) Ardell Estates Subdivision No. 6 – Jessica Reid, Associate Planner **ACTION ITEM**
- B. Finance update for Q1 of Fiscal Year 2023, Jared Empey. **DISCUSSION ITEM**

8. Ordinances:

- A. Consideration to approve Ordinance 2023-11 **ACTION ITEM**

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO,

- AMENDING SECTION 2, OF CHAPTER 3 OF TITLE 12 KUNA CITY CODE ADDING A DEFINITION FOR “OWNER OF RECORD;” AND
- AMENDING SECTION 10 OF CHAPTER 3 OF TITLE 12 KUNA CITY CODE BY ADDING TWO SUBSECTIONS AND MAKING TECHNICAL CORRECTIONS PROVIDING A CITY OF KUNA POLICE DEPARTMENT IMPACT FEE REFUNDS BE PAID TO THE OWNER OF RECORD; PROVIDING THAT THE ADMINISTRATOR IS THE DECISIONMAKER KUNA POLICE DEPARTMENT IMPACT FEE WILL BE REFUNDS; PROVIDING A REFUND THE FEE WAS PAID IN ERROR; PROVIDING TIME FRAMES FOR WHEN A REFUND SHALL BE PAID AFTER IT IS DETERMINED TO BE DUE; PROVIDING THAT A REFUND WILL NOT BE PAID UNTIL ANY APPEAL TO THE CITY COUNCIL IS CONCLUDED OR THE TIME FOR APPEAL HAS PASSED; AND
- AMENDING SECTION 12 OF CHAPTER 3 OF TITLE 12 KUNA CITY CODE BY MAKING TECHNICAL CORRECTIONS AND CHANGING THE SUBSECTION LETTERING PROVIDING THAT AN OWNER OF RECORD MAY APPEAL A REFUND DETERMINATION AND MAKING MULTIPLE LANGUAGE ADDITIONS TO SUBSECTIONS TO DEFINE HOW AN OWNER OF RECORD MAY PARTICIPATE IN THE APPEAL AND MEDIATION PROCESS; AND
- DIRECTING THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings

Consideration to approve Ordinance

Consideration to approve Summary Publication

B. Consideration to approve Ordinance 2023-12 **ACTION ITEM**

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO

- AMENDING SECTION 2, OF CHAPTER 2 OF TITLE 12 KUNA CITY CODE ADDING A DEFINITION FOR “OWNER OF RECORD;” AND
- AMENDING SECTION 10 OF CHAPTER 2 OF TITLE 12 KUNA CITY CODE BY ADDING TWO SUBSECTIONS AND MAKING TECHNICAL CORRECTIONS PROVIDING THAT KUNA RURAL FIRE DISTRICT IMPACT FEE REFUNDS BE PAID TO THE OWNER OF RECORD; PROVIDING THAT THE ADMINISTRATOR IS THE DECISIONMAKER; PROVIDING A REFUND IF THE FEE WAS PAID IN ERROR; PROVIDING TIME FRAMES FOR WHEN A REFUND SHALL BE PAID AFTER IT IS DETERMINED TO BE DUE; PROVIDING THAT A REFUND WILL NOT BE PAID UNTIL ANY APPEAL TO THE CITY COUNCIL IS CONCLUDED OR THE TIME FOR APPEAL HAS PASSED; AND
- AMENDING SECTION 13 OF CHAPTER 2 OF TITLE 12 KUNA CITY CODE BY MAKING TECHNICAL CORRECTIONS AND CHANGING THE SUBSECTION LETTERING; PROVIDING THAT AN OWNER OF RECORD MAY APPEAL A REFUND DETERMINATION TO THE BOARD OF COMMISSIONERS; ADDING LANGUAGE PROVIDING INFORMATION ON THE RECORD OF PROCEEDINGS, SUBSEQUENT APPEAL TO THE CITY COUNCIL, AND CITY COUNCIL DECISION; AND MAKING MULTIPLE LANGUAGE ADDITIONS TO SUBSECTIONS TO DEFINE HOW AN OWNER OF RECORD MAY PARTICIPATE IN THE APPEAL AND MEDIATION PROCESS; AND
- DIRECTING THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings

Consideration to approve Ordinance

Consideration to approve Summary Publication

C. Consideration to approve Ordinance 2023-13 **ACTION ITEM**

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO,

- AMENDING SECTION 2, OF CHAPTER 1 OF TITLE 12 KUNA CITY CODE BY ADDING A DEFINITION FOR “OWNER OF RECORD;” AND
- AMENDING SECTION 7 OF CHAPTER 1 OF TITLE 12 KUNA CITY CODE BY ADDING TWO SUBSECTIONS AND MAKING TECHNICAL CORRECTIONS (MULTIPLE SUBSECTIONS) PROVIDING DEVELOPMENT IMPACT FEE REFUNDS BE PAID TO THE OWNER OF RECORD; PROVIDING THAT THE

IMPACT FEE ADMINISTRATOR IS THE DECISIONMAKER ON DEVELOPMENT IMPACT FEE REFUNDS; PROVIDES A REFUND WHEN A FEE IS PAID IN ERROR; PROVIDING THAT A DEVELOPMENT IMPACT SHALL BE REFUNDED WITHIN EIGHT (8) YEARS AFTER THE DATE ON WHICH THE FEE WAS PAID; PROVIDING THAT THE CITY MAY HOLD DEVELOPMENT IMPACT FEES FOR UP TO ELEVEN (11) YEARS IN CERTAIN CIRCUMSTANCE; PROVIDING TIME FRAMES FOR WHEN A REFUND SHALL BE PAID AFTER IT IS DETERMINED TO BE DUE; PROVIDING THAT A REFUND WILL NOT BE PAID UNTIL ANY APPEAL TO THE CITY COUNCIL IS CONCLUDED OR THE TIME FOR APPEAL HAS PASSED; AND

- AMENDING SECTION 11 OF CHAPTER 1 OF TITLE 12 KUNA CITY CODE BY MAKING TECHNICAL CORRECTIONS AND CHANGING THE SUBSECTION LETTERING; PROVIDING THAT AN OWNER OF RECORD A REFUND DETERMINATION AND MAKING MULTIPLE LANGUAGE ADDITIONS TO SUBSECTIONS TO DEFINE HOW AN OWNER OF RECORD MAY PARTICIPATE IN THE APPEAL AND MEDIATION PROCESS; AND
- 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 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

(Timestamp 00:00:38)

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
Nancy Stauffer, Human Resource Director

2. Invocation

3. Pledge of Allegiance: Mayor Stear

(Timestamp 00:01:01)

4. Consent Agenda: ACTION ITEMS

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

(Timestamp 00:01:20)

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

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

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:

(Timestamp 00:30:11)

A. Auditor presentation of financial statements.

Auditor reviewed the URA and City 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:

(Timestamp 00:02:08)

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**

Chris Engels, City Clerk, reviewed the asset auction and stood for questions.

Council Member Biggs asked about where the cost came from.

Chris Engels responded.

Council Member Bruce asked about the market village area being left the way it was found and if the school district put any funds toward the sheds.

Chris Engels responded.

Council Member Biggs asked who built the sheds.

Bobby Withrow, Parks and Facilities Director responded.

Motion To: Approve a sealed bid for city owned assets

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

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

(Timestamp 00:06:53)

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

Chris Engels, City Clerk reviewed the contingency funds and stood for questions.

Motion To: Approve the consideration and ratification of the Kuna Police Station Contingency funds in the amount of \$17,299.30.

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

B.2. Consideration to approve the Prusik Construction Contract **ACTION ITEM**
(Timestamp 00:10:08)

Motion To: Approve the Prusik Construction Contract

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

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

(Timestamp 00:10:18)

Council President, Greg McPherson, read the resolution and stood for questions.

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.

Motion To: Approve Resolution R21-2023

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

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

(Timestamp 00:18:42)

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

Council Members asked about the employees to be hired and previous contingency requests that have been made.

Bobby Withrow responded.

Council Member Biggs asked about the three employees needing to be hired if they are part of the contingency request.

Jared Empey, City Treasurer responded.

Mayor Stear also commented on the project.

Motion To: Approve Contingency request of \$500,000 from Park Impact Fees to start Helen Zamzow Park

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

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**

(Timestamp 00:27:14)

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

Motion To: Approve the Kuna-Meridian Road/State Highway 69 Railroad PEL Study Contract Amendment and \$62,046 for additional fees

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

8. Ordinances:

(Timestamp 00:41:11)

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

Motion To: Waive three readings of Ordinance 2023-08

Motion By: Council President McPherson

Motion Seconded: Council Member Laraway

Further Discussion: None

Recused: None

Absent: None

Motion Passed: 4-0-0

Motion To: Approve Ordinance 2023-08

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 2023-09 ACTION ITEM

(Timestamp 00:42:34)

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

Motion To: Waive three readings of Ordinance 2023-09

Motion By: Council President McPherson

Motion Seconded: Council Member Laraway

Further Discussion: None

Recused: None

Absent: None

Motion Passed: 4-0-0

Motion To: Approve Ordinance 2023-09

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

C. Consideration to approve Ordinance 2023-05 ACTION ITEM
(Timestamp 00:43:58)

- 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*

Motion To: Waive three readings of Ordinance 2023-05

Motion By: Council President McPherson

Motion Seconded: Council Member Laraway

Further Discussion: None

Recused: None

Absent: None

Motion Passed: 4-0-0

Motion To: Approve Ordinance 2023-05

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

D. Consideration to approve Ordinance 2023-10 ACTION ITEM

(Timestamp 00:49:18)

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*

Motion To: Waive three readings of Ordinance 2023-10

Motion By: Council President McPherson

Motion Seconded: Council Member Laraway

Further Discussion: None

Recused: None

Absent: None

Motion Passed: 4-0-0

Motion To: Approve Ordinance 2023-10
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 Publication of Ordinance 2023-10
Motion By: Council President McPherson
Motion Seconded: Council Member Laraway
Motion Passed:
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:

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

*Minutes prepared by Nathan Stanley, Deputy City Clerk
Date Approved: CCM 03.07.2023*

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 PROSECUTING ATTORNE												
176	ADA COUNTY PROSECUTING ATTORNE	02222023ACP		<u>PROSECUTORIAL SERVICES FOR MARCH 2023</u>	02/22/2023	4,500.00	.00	<u>01-6203 PROSECUTORIAL SERVICES</u>	0	2/23		
Total 02222023ACPA:						4,500.00	.00					
Total ADA COUNTY PROSECUTING ATTORNE:						4,500.00	.00					
ALPINE OFFICE PRODUCTS												
2118	ALPINE OFFICE PRODUCTS	WO-13819-1	15148	<u>DISINECTING WIPES, KLEENEX, CANDY FOR CITY HALL, C. MERRITT FEB.'23-ADMIN</u>	02/22/2023	32.59	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	2/23		
2118	ALPINE OFFICE PRODUCTS	WO-13819-1	15148	<u>DISINECTING WIPES, KLEENEX, CANDY FOR CITY HALL, C. MERRITT FEB.'23-WATER</u>	02/22/2023	22.30	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	2/23		
2118	ALPINE OFFICE PRODUCTS	WO-13819-1	15148	<u>DISINECTING WIPES, KLEENEX, CANDY FOR CITY HALL, C. MERRITT FEB.'23-SEWER</u>	02/22/2023	22.30	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	2/23		
2118	ALPINE OFFICE PRODUCTS	WO-13819-1	15148	<u>DISINECTING WIPES, KLEENEX, CANDY FOR CITY HALL, C. MERRITT FEB.'23-P.I</u>	02/22/2023	8.56	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	2/23		
2118	ALPINE OFFICE PRODUCTS	WO-13819-1	15148	<u>2 CASES PAPER TOWELS FOR PARKS DEPT. C. MERRITT FEB.'23</u>	02/22/2023	91.08	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	2/23		
Total WO-13819-1:						176.83	.00					
2118	ALPINE OFFICE PRODUCTS	WO-13836-1	15155	<u>ONE NOTEBOOK FOR ECONOMIC DEVELOPMENT, C. MERRITT</u>	02/16/2023	16.74	.00	<u>01-6165 OFFICE SUPPLIES</u>	4000	2/23		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total WO-13836-1:						16.74	.00					
2118	ALPINE OFFICE PRODUCTS	WO-13836-2	15155	<u>1 REAM 11X17 PAPER FOR MAYORS PROJECT. C. MERRITT, FEB. '23-ADMIN</u>	02/13/2023	20.29	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	2/23		
2118	ALPINE OFFICE PRODUCTS	WO-13836-2	15155	<u>1 REAM 11X17 PAPER FOR MAYORS PROJECT. C. MERRITT, FEB. '23- WATER</u>	02/13/2023	.90	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	2/23		
2118	ALPINE OFFICE PRODUCTS	WO-13836-2	15155	<u>1 REAM 11X17 PAPER FOR MAYORS PROJECT. C. MERRITT, FEB. '23- SEWER</u>	02/13/2023	.90	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	2/23		
2118	ALPINE OFFICE PRODUCTS	WO-13836-2	15155	<u>1 REAM 11X17 PAPER FOR MAYORS PROJECT. C. MERRITT, FEB. '23- P.I</u>	02/13/2023	.45	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	2/23		
Total WO-13836-2:						22.54	.00					
Total ALPINE OFFICE PRODUCTS:						216.11	.00					
ATLAS TECHNICAL CONSULTANTS LLC												
2198	ATLAS TECHNICAL CONSULTANTS LLC	204030		<u>PROFESSIONAL SERVICES, MISC LAB SERVICES, KUNA POLICE STATION, 1/28-2/10/2023</u>	02/17/2023	690.00	.00	<u>01-6045 CONTINGENCY</u>	1322	2/23		
Total 204030:						690.00	.00					
Total ATLAS TECHNICAL CONSULTANTS LLC:						690.00	.00					
BAILEY & COMPANY, CHARTERED												
125	BAILEY & COMPANY, CHARTERED	105560		<u>PROFESSIONAL SERVICES FOR AUDIT-ADMIN</u>	02/15/2023	6,080.00	6,080.00	<u>01-6202 PROFESSIONAL SERVICES</u>	0	2/23	02/24/2023	
125	BAILEY & COMPANY, CHARTERED	105560		<u>PROFESSIONAL SERVICES FOR AUDIT-WATER</u>	02/15/2023	4,160.00	4,160.00	<u>20-6202 PROFESSIONAL SERVICES</u>	0	2/23	02/24/2023	
125	BAILEY & COMPANY, CHARTERED	105560		<u>PROFESSIONAL SERVICES FOR AUDIT-SEWER</u>	02/15/2023	4,160.00	4,160.00	<u>21-6202 PROFESSIONAL</u>				

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
								<u>SERVICES</u>	0	2/23	02/24/2023	
125	BAILEY & COMPANY, CHARTERED	105560		<u>PROFESSIONAL SERVICES FOR AUDIT-PI</u>	02/15/2023	1,600.00	1,600.00	25-6202 <u>PROFESSIONAL SERVICES</u>	0	2/23	02/24/2023	
Total 105560:						16,000.00	16,000.00					
125	BAILEY & COMPANY, CHARTERED	105561		<u>PROFESSIONAL SERVICES FOR AUDIT, KUNA URBAN RENEWAL</u>	02/15/2023	5,750.00	5,750.00	52-6202 <u>PROFESSIONAL SERVICES</u>	0	2/23	02/24/2023	
Total 105561:						5,750.00	5,750.00					
Total BAILEY & COMPANY, CHARTERED:						21,750.00	21,750.00					
CAPITAL PAVING CO												
20	CAPITAL PAVING CO	13183		<u>COLD PATCH W CURTNER ST & S ASH STREET, EXCAVATE 3/4 ROAD MIX AND PATCH, FEB. '23</u>	02/19/2023	569.14	.00	20-6150 <u>M & R - SYSTEM</u>	0	2/23		
Total 13183:						569.14	.00					
Total CAPITAL PAVING CO:						569.14	.00					
CASCADE FENCE COMPANY												
467	CASCADE FENCE COMPANY	7399	15209	<u>12 EACH BRACE BANDS FOR BALLFIELD NETS, J.ADAMS, FEB.'22</u>	02/21/2023	25.56	.00	01-6150 <u>MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/23		
Total 7399:						25.56	.00					
Total CASCADE FENCE COMPANY:						25.56	.00					
CENTURYLINK												
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO SCADA, 02/07-03/06/2023- WATER</u>	02/07/2023	24.09	24.09	20-6255 <u>TELEPHONE EXPENSE</u>	0	2/23	02/24/2023	

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO SCADA, 02/07-03/06/2023-SEWER</u>	02/07/2023	24.09	24.09	21-6255 TELEPHONE EXPENSE	0	2/23	02/24/2023	
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO SCADA, 02/07-03/06/2023-PI</u>	02/07/2023	9.20	9.20	25-6255 TELEPHONE EXPENSE	0	2/23	02/24/2023	
Total 2089229179548B02072023:						57.38	57.38					
Total CENTURYLINK:						57.38	57.38					
COMPASS												
4	COMPASS	223036		<u>TREASURE VALLEY DIGITAL ORTHOPHOTOGRAPHY PROJECT-WATER</u>	01/24/2023	733.32	733.32	20-6202 PROFESSIONAL SERVICES	0	2/23	02/24/2023	
4	COMPASS	223036		<u>TREASURE VALLEY DIGITAL ORTHOPHOTOGRAPHY PROJECT-SEWER</u>	01/24/2023	733.32	733.32	21-6202 PROFESSIONAL SERVICES	0	2/23	02/24/2023	
4	COMPASS	223036		<u>TREASURE VALLEY DIGITAL ORTHOPHOTOGRAPHY PROJECT-PI</u>	01/24/2023	279.36	279.36	25-6202 PROFESSIONAL SERVICES	0	2/23	02/24/2023	
Total 223036:						1,746.00	1,746.00					
Total COMPASS:						1,746.00	1,746.00					
CORE & MAIN LP												
63	CORE & MAIN LP	R298179	15189	<u>METERS AND GASKETS, J.OSBORN, FEB.'23</u>	02/15/2023	38,413.00	.00	20-6020 CAPITAL IMPROVEMENTS	1089	2/23		
Total R298179:						38,413.00	.00					
63	CORE & MAIN LP	S324411	15141	<u>METERS AND REGISTERS, J.OSBORN, FEB.'23</u>	02/08/2023	5,528.80	.00	20-6020 CAPITAL IMPROVEMENTS	1089	2/23		
Total S324411:						5,528.80	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total CORE & MAIN LP:						43,941.80	.00					
CUSTOM ELECTRIC, INC.												
147	CUSTOM ELECTRIC, INC.	9053	15217	<u>SCADA PROGRAMMING, T.FLEMING, FEB.'23</u>	02/17/2023	210.00	.00	<u>21-6150 M & R - SYSTEM</u>	0	2/23		
Total 9053:						210.00	.00					
147	CUSTOM ELECTRIC, INC.	9054	15216	<u>UNHOOKED LOUVERS AT WELL #6, D. CROSSLEY, FEB. '23</u>	02/17/2023	105.00	.00	<u>20-6150 M & R - SYSTEM</u>	0	2/23		
Total 9054:						105.00	.00					
Total CUSTOM ELECTRIC, INC.:						315.00	.00					
D & B SUPPLY												
75	D & B SUPPLY	18576	15200	<u>BOLTS FOR BALLFIELD BACKSTOPS, J. PEREZ, FEB. '23</u>	02/15/2023	16.74	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/23		
Total 18576:						16.74	.00					
75	D & B SUPPLY	54643	15195	<u>PARTS TO BUILD SPRAY RIG FOR RANGER, R. HENZE, FEB '23</u>	02/14/2023	266.18	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	2/23		
Total 54643:						266.18	.00					
75	D & B SUPPLY	77067	15208	<u>PAIR OF PLIERS, , CABLE LOCKS, ZIP TIES FOR BASEBALL FIELD, R. HENZE, FEB. '23</u>	02/16/2023	102.86	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/23		
Total 77067:						102.86	.00					
75	D & B SUPPLY	78018	15247	<u>METAL CUTTING SAW FOR NEW SHOP, J. ADAMS, FEB.'23</u>	02/24/2023	1,799.99	.00	<u>01-6175 SMALL TOOLS</u>	1004	2/23		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 78018:						1,799.99	.00					
75	D & B SUPPLY	86695	15252	<u>PARTS TO FIX MAG SPRAYER, R. HENZE, FEB.'23</u>	02/27/2023	31.14	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	2/23		
Total 86695:						31.14	.00					
75	D & B SUPPLY	86719	15257	<u>ELECTRICAL PARTS TO FIX MAG SPRAYER, R. HENZE, FEB.'23</u>	02/27/2023	32.77	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	2/23		
Total 86719:						32.77	.00					
Total D & B SUPPLY:						2,249.68	.00					
DLT SOLUTIONS, LLC												
109	DLT SOLUTIONS, LLC	5138169A		<u>ARCHITECTURE ENGINEERING & CONSTRUCTION COLLECTION GOV AND AUTOCAD ANNUAL SUBSCRIPTION RENEWALS, FEB.'23-WATER</u>	02/24/2023	1,196.48	.00	<u>20-6075 DUES & MEMBERSHIPS</u>	0	2/23		
109	DLT SOLUTIONS, LLC	5138169A		<u>ARCHITECTURE ENGINEERING & CONSTRUCTION COLLECTION GOV AND AUTOCAD ANNUAL SUBSCRIPTION RENEWALS, FEB.'23-SEWER</u>	02/24/2023	1,196.48	.00	<u>21-6075 DUES & MEMBERSHIPS</u>	0	2/23		
109	DLT SOLUTIONS, LLC	5138169A		<u>ARCHITECTURE ENGINEERING & CONSTRUCTION COLLECTION GOV AND AUTOCAD ANNUAL SUBSCRIPTION RENEWALS, FEB.'23-PI</u>	02/24/2023	455.79	.00	<u>25-6075 DUES & MEMBERSHIPS EXPENSE</u>	0	2/23		
Total 5138169A:						2,848.75	.00					
Total DLT SOLUTIONS, LLC:						2,848.75	.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
DUBOIS CHEMICALS INC												
512	DUBOIS CHEMICALS INC	IN-30093617	15206	<u>TOTE OF CHLORINE, D. CROSSLEY, FEB. '23</u>	02/20/2023	757.35	.00	<u>20-6151 M & R - PROCESS CHEMICALS</u>	0	2/23		
Total IN-30093617:						757.35	.00					
Total DUBOIS CHEMICALS INC:						757.35	.00					
DYNA PARTS LLC												
2115	DYNA PARTS LLC	273335		<u>3 EACH CORE DEPOSITS, FEB. '23- ADMIN</u>	02/17/2023	-15.00	.00	<u>01-6097 DEPOSITS ON ACCOUNT</u>	0	2/23		
2115	DYNA PARTS LLC	273335		<u>3 EACH CORE DEPOSITS, FEB. '23- WATER</u>	02/17/2023	-6.00	.00	<u>20-6097 DEPOSITS ON ACCOUNT</u>	0	2/23		
2115	DYNA PARTS LLC	273335		<u>3 EACH CORE DEPOSITS, FEB. '23- SEWER</u>	02/17/2023	-6.00	.00	<u>21-6097 DEPOSITS ON ACCOUNT</u>	0	2/23		
2115	DYNA PARTS LLC	273335		<u>3 EACH CORE DEPOSITS, FEB. '23- P.I</u>	02/17/2023	-3.00	.00	<u>25-6097 DEPOSITS ON ACCOUNT</u>	0	2/23		
Total 273335:						-30.00	.00					
2115	DYNA PARTS LLC	273496	15230	<u>O RING KIT FOR FLEET VEHICLE REPAIRS, J. DURHAM, FEB. '23- ADMIN</u>	02/21/2023	14.74	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	2/23		
2115	DYNA PARTS LLC	273496	15230	<u>O RING KIT FOR FLEET VEHICLE REPAIRS, J. DURHAM, FEB. '23- WATER</u>	02/21/2023	5.90	.00	<u>20-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	2/23		
2115	DYNA PARTS LLC	273496	15230	<u>O RING KIT FOR FLEET VEHICLE REPAIRS, J. DURHAM, FEB. '23- SEWER</u>	02/21/2023	5.90	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	2/23		
2115	DYNA PARTS LLC	273496	15230	<u>O RING KIT FOR FLEET VEHICLE REPAIRS, J. DURHAM, FEB. '23- P.I</u>	02/21/2023	2.95	.00	<u>25-6305 VEHICLE MAINTENANCE & REPAIR</u>	0	2/23		
Total 273496:						29.49	.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
2115	DYNA PARTS LLC	273709	15244	<u>IGNITION SWITCH FOR TRUCK #44, J.DURHAM</u>	02/24/2023	64.16	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	2/23		
Total 273709:						64.16	.00					
2115	DYNA PARTS LLC	273725	15246	<u>BATTERY CHARGER & TESTER FOR FLEET SHOP, J. DURHAM, FEB. '23-ADMIN</u>	02/24/2023	108.68	.00	<u>01-6175 SMALL TOOLS</u>	0	2/23		
2115	DYNA PARTS LLC	273725	15246	<u>BATTERY CHARGER & TESTER FOR FLEET SHOP, J. DURHAM, FEB. '23-WATER</u>	02/24/2023	43.47	.00	<u>20-6175 SMALL TOOLS</u>	0	2/23		
2115	DYNA PARTS LLC	273725	15246	<u>BATTERY CHARGER & TESTER FOR FLEET SHOP, J. DURHAM, FEB. '23-SEWER</u>	02/24/2023	43.47	.00	<u>21-6175 SMALL TOOLS</u>	0	2/23		
2115	DYNA PARTS LLC	273725	15246	<u>BATTERY CHARGER & TESTER FOR FLEET SHOP, J. DURHAM, FEB. '23-PI</u>	02/24/2023	21.74	.00	<u>25-6175 SMALL TOOLS</u>	0	2/23		
Total 273725:						217.36	.00					
2115	DYNA PARTS LLC	273891	15268	<u>WIPER BLADES FOR PARKS F350, J. DURHAM , FEB. '23</u>	02/28/2023	34.98	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	2/23		
Total 273891:						34.98	.00					
Total DYNA PARTS LLC:						315.99	.00					
ED STAUB & SONS PETROLEUM, INC												
1731	ED STAUB & SONS PETROLEUM, INC	8820761		<u>48.80 PROPANE DELIVERED TO 201 AVE A, FEB. '23</u>	02/16/2023	114.78	114.78	<u>01-6290 UTILITIES</u>	1004	2/23	02/24/2023	
Total 8820761:						114.78	114.78					
1731	ED STAUB & SONS PETROLEUM, INC	8820763		<u>136.70 PROPANE DELIVERED TO 475 SHORTLINE RD, FEB. '23-PARKS</u>	02/22/2023	160.76	160.76	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/23	02/24/2023	

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				<u>SERVICES, MARCH, '23-SEWER</u>	03/01/2023	65.00	.00	<u>21-6052 CONTRACT SERVICES</u>	0	2/23		
1831	FATBEAM LLC	32948		<u>MONTHLY RECURRING CHARGE FOR INTERNET SERVICES, MARCH, '23-PI</u>	03/01/2023	25.00	.00	<u>25-6052 CONTRACT SERVICES</u>	0	2/23		
Total 32948:						250.00	.00					
Total FATBEAM LLC:						250.00	.00					
FERGUSON ENTERPRISES INC												
219	FERGUSON ENTERPRISES INC	0845836	15147	<u>ASN & CURTNER WATER MAIN BREAK REPAIRS AND STOCK, D. CROSSLEY, FEB. '23</u>	02/06/2023	1,253.80	.00	<u>20-6150 M & R - SYSTEM</u>	0	2/23		
Total 0845836:						1,253.80	.00					
Total FERGUSON ENTERPRISES INC:						1,253.80	.00					
FIRE EXTINGUISHER CO., INC												
110	FIRE EXTINGUISHER CO., INC	71227		<u>ANNUAL FIRE EXTINGUISHER TESTING AND SERVICE, FEB. '23 -WATER</u>	02/22/2023	378.42	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	2/23		
110	FIRE EXTINGUISHER CO., INC	71227		<u>ANNUAL FIRE EXTINGUISHER TESTING AND SERVICE, FEB. '23 -SEWER</u>	02/22/2023	378.42	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	2/23		
110	FIRE EXTINGUISHER CO., INC	71227		<u>ANNUAL FIRE EXTINGUISHER TESTING AND SERVICE, FEB. '23 -PI</u>	02/22/2023	144.16	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	2/23		
Total 71227:						901.00	.00					
110	FIRE EXTINGUISHER CO., INC	71228		<u>ANNUAL FIRE EXTINGUISHER TESTING AND SERVICE, CITY HALL, FEB.'23 - ADMIN</u>	02/22/2023	15.20	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	0	2/23		
110	FIRE EXTINGUISHER CO., INC	71228		<u>ANNUAL FIRE EXTINGUISHER TESTING AND SERVICE, CITY HALL, FEB.'23 - WATER</u>	02/22/2023	10.40	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	2/23		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
110	FIRE EXTINGUISHER CO., INC	71228		<u>ANNUAL FIRE EXTINGUISHER TESTING AND SERVICE, CITY HALL, FEB.'23 - SEWER</u>	02/22/2023	10.40	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	2/23		
110	FIRE EXTINGUISHER CO., INC	71228		<u>ANNUAL FIRE EXTINGUISHER TESTING AND SERVICE, CITY HALL, FEB.'23 - P.I</u>	02/22/2023	4.00	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	2/23		
Total 71228:						40.00	.00					
110	FIRE EXTINGUISHER CO., INC	71229		<u>ANNUAL FIRE EXTINGUISHER TESTING AND SERVICE, PARKS SHOP, FEB.'23</u>	02/22/2023	538.00	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	2/23		
Total 71229:						538.00	.00					
Total FIRE EXTINGUISHER CO., INC:						1,479.00	.00					
FLUID CONNECTOR PRODUCTS, INC.												
1083	FLUID CONNECTOR PRODUCTS, INC.	8625582	15166	<u>60 EA T-BOLT CLAMPS, M. NADEAU, FEB. '23</u>	02/17/2023	249.00	.00	<u>21-6150 M & R - SYSTEM</u>	0	2/23		
Total 8625582:						249.00	.00					
1083	FLUID CONNECTOR PRODUCTS, INC.	8628060	15218	<u>COMPRESSOR INSTALL PARTS, S.HOWELL, FEB.'23</u>	02/21/2023	21.01	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	2/23		
Total 8628060:						21.01	.00					
Total FLUID CONNECTOR PRODUCTS, INC.:						270.01	.00					
FREUND PROPERTIES LLC												
2014	FREUND PROPERTIES LLC	6148		<u>MICROSOFT M365 MIGRATION, FEB. '23</u>	02/15/2023	8,400.00	.00	<u>40-6166 PP&E PURCHASES OPERATIONS</u>	1327	2/23		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 6148:						8,400.00	.00					
Total FREUND PROPERTIES LLC:						8,400.00	.00					
GLOBAL INDUSTRIAL												
1963	GLOBAL INDUSTRIAL	120147206	15162	HOT WATER PRESSURE WASHER FOR GRAFFITI REMOVAL AND CLEANING, J. LORENTZ, FEB. '23	02/16/2023	5,329.20	.00	01-6175 SMALL TOOLS	1004	2/23		
Total 120147206:						5,329.20	.00					
Total GLOBAL INDUSTRIAL:						5,329.20	.00					
GORDON TRUCK CENTERS INC												
2098	GORDON TRUCK CENTERS INC	PC411056675:	15214	ACCUMULATOR FOR TRUCK #2, FEB.'23 - WATER	02/17/2023	45.93	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	2/23		
2098	GORDON TRUCK CENTERS INC	PC411056675:	15214	ACCUMULATOR FOR TRUCK #2, FEB.'23 - P.I	02/17/2023	11.48	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	2/23		
Total PC411056675:01:						57.41	.00					
Total GORDON TRUCK CENTERS INC:						57.41	.00					
GRANT WRITING USA												
1639	GRANT WRITING USA	FAMAW-02202	15222	GRANT WRITING WORKSHOP, C.ENGELS, FEB. '23	02/21/2023	495.00	.00	01-6265 TRAINING & SCHOOLING	0	2/23		
Total FAMAW-022023-0770:						495.00	.00					
1639	GRANT WRITING USA	FAMAW-02202	15222	GRANT WRITING WORKSHOP, N. STANLEY, FEB. '23	02/21/2023	495.00	.00	01-6265 TRAINING & SCHOOLING	0	2/23		
Total FAMAW-022023-0771:						495.00	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total GRANT WRITING USA:						990.00	.00					
HOLLADAY ENGINEERING CO												
1990	HOLLADAY ENGINEERING CO	48211		<u>PROFESSIONAL SERVICES- OUTSIDE CONSULTANTS, DR PHAN BUILDING #2 KU22-0392, SERVICES THROUGH 11/30/22</u>	11/30/2022	138.00	138.00	<u>01-6052 CONTRACT SERVICES</u>	1005	2/23	02/24/2023	
Total 48211:						138.00	138.00					
1990	HOLLADAY ENGINEERING CO	48212		<u>RISING SUN #2 POOL HOUSE, KU22-0393, SERVICES THROUGH 11/30/2022</u>	02/21/2023	217.50	217.50	<u>01-6052 CONTRACT SERVICES</u>	1005	2/23	02/24/2023	
Total 48212:						217.50	217.50					
1990	HOLLADAY ENGINEERING CO	48215		<u>PEREGRINE PROJECT, KU22- 0309, SERVICES THROUGH 11/30/2022</u>	12/12/2022	7,143.76	7,143.76	<u>01-6052 CONTRACT SERVICES</u>	1005	2/23	02/24/2023	
Total 48215:						7,143.76	7,143.76					
Total HOLLADAY ENGINEERING CO:						7,499.26	7,499.26					
IDAHO HUMANE SOCIETY												
833	IDAHO HUMANE SOCIETY	03/2023		<u>ANIMAL CONTROL CONTRACT SERVICES FOR MAR. '23</u>	03/01/2023	11,965.58	.00	<u>01-6005 ANIMAL CONTROL SERVICES</u>	0	2/23		
Total 03/2023:						11,965.58	.00					
Total IDAHO HUMANE SOCIETY:						11,965.58	.00					
IDAHO POWER CO												
38	IDAHO POWER CO	02242023IP		<u>ELECTRIC SERVICE 01/18- 02/17/2023-ADMIN</u>	02/16/2023	565.76	565.76	<u>01-6290 UTILITIES</u>	0	2/23	02/24/2023	
38	IDAHO POWER CO	02242023IP		<u>ELECTRIC SERVICE 01/18- 02/17/2023-SENIOR CENTER</u>	02/16/2023	315.82	315.82	<u>01-6290 UTILITIES</u>	1001	2/23	02/24/2023	

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
38	IDAHO POWER CO	02242023IP		<u>ELECTRIC SERVICE 01/18-02/17/2023-STREETS</u>	02/16/2023	2,104.02	2,104.02	<u>01-6290 UTILITIES</u>	1002	2/23	02/24/2023	
38	IDAHO POWER CO	02242023IP		<u>ELECTRIC SERVICE 01/18-02/17/2023-PARKS</u>	02/16/2023	114.20	114.20	<u>01-6290 UTILITIES</u>	1004	2/23	02/24/2023	
38	IDAHO POWER CO	02242023IP		<u>ELECTRIC SERVICE 01/18-02/17/2023-WATER</u>	02/16/2023	383.72	383.72	<u>20-6290 UTILITIES EXPENSE</u>	0	2/23	02/24/2023	
38	IDAHO POWER CO	02242023IP		<u>ELECTRIC SERVICE 01/18-02/17/2023-SEWER</u>	02/16/2023	383.72	383.72	<u>21-6290 UTILITIES EXPENSE</u>	0	2/23	02/24/2023	
38	IDAHO POWER CO	02242023IP		<u>ELECTRIC SERVICE 01/18-02/17/2023-PI</u>	02/16/2023	146.21	146.21	<u>25-6290 UTILITIES EXPENSE</u>	0	2/23	02/24/2023	
Total 02242023IP:						4,013.45	4,013.45					
Total IDAHO POWER CO:						4,013.45	4,013.45					
IDAHO POWER COMPANY (FIBER OPTIC)												
1867	IDAHO POWER COMPANY (FIBER OPTIC)	CK23-B		<u>STANDARD DISTRIBUTION POLE ATTACHMENT-WATER</u>	02/22/2023	54.49	.00	<u>20-6150 M & R - SYSTEM</u>	0	2/23		
1867	IDAHO POWER COMPANY (FIBER OPTIC)	CK23-B		<u>STANDARD DISTRIBUTION POLE ATTACHMENT-SEWER</u>	02/22/2023	54.49	.00	<u>21-6150 M & R - SYSTEM</u>	0	2/23		
1867	IDAHO POWER COMPANY (FIBER OPTIC)	CK23-B		<u>STANDARD DISTRIBUTION POLE ATTACHMENT-PI</u>	02/22/2023	20.77	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	2/23		
Total CK23-B:						129.75	.00					
Total IDAHO POWER COMPANY (FIBER OPTIC):						129.75	.00					
IDAHO PRESS TRIBUNE, LLC												
1802	IDAHO PRESS TRIBUNE, LLC	31228	15190	<u>AD# 334949. LEGAL PUBLIC NOTICE. CASE NO. 22-02-CPF & 22-05-ZC FOR RECREATION SUBDIVISION, J. REID, FEB. '23</u>	02/15/2023	36.64	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	2/23		
Total 31228:						36.64	.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
1802	IDAHO PRESS TRIBUNE, LLC	31492	15234	<u>AD# 338776. LEGAL PUBLIC NOTICE. URBAN RENEWAL. Z. MONTENEGRO. FEB. '23</u>	02/24/2023	47.74	.00	<u>52-6287. GENERAL AND ADMIN</u>	0	2/23		
Total 31492:						47.74	.00					
Total IDAHO PRESS TRIBUNE, LLC:						84.38	.00					
IDAHO SURVEY GROUP												
1394	IDAHO SURVEY GROUP	15214		<u>PROFESSIONAL SERVICES. PROJECT 2226801. TEN MILE RD DURRANT EXTRAS. FEB.'23</u>	02/14/2023	1,160.00	.00	<u>21-6202. PROFESSIONAL SERVICES</u>	0	2/23		
Total 15214:						1,160.00	.00					
Total IDAHO SURVEY GROUP:						1,160.00	.00					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	02162023-022		<u>SANITATION RECEIPT TRANSFER. 02/16-02/23/2023</u>	02/24/2023	51,895.89	51,895.89	<u>26-7000. SOLID WASTE SERVICE FEES</u>	0	2/23	02/24/2023	
230	J & M SANITATION, INC.	02162023-022		<u>SANITATION RECEIPT TRANSFER. LESS FRANCHISE FEES. 02/16-02/23/2023</u>	02/24/2023	-5,127.31	-5,127.31	<u>01-4170. FRANCHISE FEES</u>	0	2/23	02/24/2023	
Total 02162023-02232023:						46,768.58	46,768.58					
Total J & M SANITATION, INC.:						46,768.58	46,768.58					
J-U-B ENGINEERS, INC.												
1236	J-U-B ENGINEERS, INC.	0160383		<u>PROFESSIONAL SERVICES FROM 01/01-01/28/2023. RAILROAD OVERPASS PEL PLANNING STUDY</u>	02/23/2023	11,105.42	.00	<u>40-6020. CAPITAL IMPROVEMENTS</u>	1273	2/23		
Total 0160383:						11,105.42	.00					
Total J-U-B ENGINEERS, INC.:						11,105.42	.00					

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KM ENGINEERING LLP												
2174	KM ENGINEERING LLP	22-219-04		<u>PROFESSIONAL SERVICES, PROJECT 22-219, MASON CREEK SEWER PHASE 1</u>	02/22/2023	3,400.00	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1299	2/23		
Total 22-219-04:						3,400.00	.00					
Total KM ENGINEERING LLP:						3,400.00	.00					
KNIFE RIVER CORPORATION - MOUNTAIN WEST												
1524	KNIFE RIVER CORPORATION - MOUNTAIN WEST	226055-01		<u>PAYMENT FOR POND 3 RELINING, PROJECT NO: 30226055, FEB. '23</u>	02/10/2023	272,203.98	.00	<u>03-6369 CARES ACT/ARPA EXPENDITURE</u>	0	2/23		
Total 226055-01:						272,203.98	.00					
Total KNIFE RIVER CORPORATION - MOUNTAIN WEST:						272,203.98	.00					
KUNA LUMBER												
499	KUNA LUMBER	A134008	15199	<u>LUMBER FOR THE BASEBALL FIELD, B VILLANUEVA, FEB. '23</u>	02/15/2023	654.83	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/23		
Total A134008:						654.83	.00					
499	KUNA LUMBER	A134027	15178	<u>FITTING FOR AIR COMPRESSOR AT NEW SHOP, S. HOWELL, FEB. '23</u>	02/10/2023	6.29	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	2/23		
Total A134027:						6.29	.00					
499	KUNA LUMBER	A134062	15184	<u>FITTINGS FOR AIR COMPRESSOR, S. HOWELL, FEB. '23</u>	02/13/2023	17.33	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	2/23		
499	KUNA LUMBER	A134062	15184	<u>GALLON OF PAINT THINNER, S. HOWELL, FEB. '23-FLEET</u>	02/13/2023	6.52	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	0	2/23		
499	KUNA LUMBER	A134062	15184	<u>GALLON OF PAINT THINNER, S. HOWELL, FEB. '23-WATER</u>	02/13/2023	2.60	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	2/23		

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499	KUNA LUMBER	A134062	15184	<u>GALLON OF PAINT THINNER, S. HOWELL, FEB. '23-SEWER</u>	02/13/2023	2.60	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	2/23		
499	KUNA LUMBER	A134062	15184	<u>GALLON OF PAINT THINNER, S. HOWELL, FEB. '23-PI</u>	02/13/2023	1.32	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	2/23		
Total A134062:						30.37	.00					
499	KUNA LUMBER	A134102	15197	<u>GALVANIZED PIPE FITTING FOR EYE WASH STATION, J. ADAMS, FEB. '23</u>	02/15/2023	5.84	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	2/23		
Total A134102:						5.84	.00					
499	KUNA LUMBER	A134120	15202	<u>DUCT TAPE, J. BOSTON, FEB. '23</u>	02/16/2023	15.09	.00	<u>21-6150 M & R - SYSTEM</u>	0	2/23		
Total A134120:						15.09	.00					
499	KUNA LUMBER	A134121	15203	<u>WIRE CLIPS FOR BASEBALL FIELD, B. REED, FEB. '23</u>	02/16/2023	16.11	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/23		
Total A134121:						16.11	.00					
499	KUNA LUMBER	A134146	15212	<u>NAILS FOR PLANT PICTURES, J. ADAMS, FEB. '23-ADMIN</u>	02/17/2023	1.25	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	0	2/23		
499	KUNA LUMBER	A134146	15212	<u>NAILS FOR PLANT PICTURES, J. ADAMS, FEB. '23-WATER</u>	02/17/2023	.50	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	2/23		
499	KUNA LUMBER	A134146	15212	<u>NAILS FOR PLANT PICTURES, J. ADAMS, FEB. '23-SEWER</u>	02/17/2023	.50	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	2/23		
499	KUNA LUMBER	A134146	15212	<u>NAILS FOR PLANT PICTURES, J. ADAMS, FEB. '23-PI</u>	02/17/2023	.26	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	2/23		
499	KUNA LUMBER	A134146	15212	<u>COMPRESSOR INSTALL PARTS FOR NEW SHOP, J. ADAM, FEB. '23</u>	02/17/2023	22.28	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	2/23		

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499	KUNA LUMBER	A134146	15212	<u>SCREW FOR HEATER AND JOIST HANGER FOR DECK, J. ADAMS, FEB. '23</u>	02/17/2023	8.24	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/23		
Total A134146:						33.03	.00					
499	KUNA LUMBER	A134187	15219	<u>DOOR LOCK LUBRICANT, S.HOWELL, FEB. '23-WATER</u>	02/21/2023	1.65	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	2/23		
499	KUNA LUMBER	A134187	15219	<u>DOOR LOCK LUBRICANT, S.HOWELL, FEB. '23-SEWER</u>	02/21/2023	1.65	.00	<u>21-6140 MAINT & REPAIR BUILDING</u>	0	2/23		
499	KUNA LUMBER	A134187	15219	<u>DOOR LOCK LUBRICANT, S.HOWELL, FEB. '23-PI</u>	02/21/2023	.65	.00	<u>25-6140 MAINT & REPAIR BUILDING</u>	0	2/23		
Total A134187:						3.95	.00					
499	KUNA LUMBER	A134210		<u>PLASTIC CARTRIDGE TO REPAIR FAUCET AT SENIOR CENTER, S. HOWELL, FEB. '23</u>	02/22/2023	17.99	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1001	2/23		
499	KUNA LUMBER	A134210		<u>RETURN CARTRIDGE TO REPAIR FAUCET AT SENIOR CENTER, S. HOWELL, FEB. '23</u>	02/22/2023	-30.59	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1001	2/23		
Total A134210:						-12.60	.00					
499	KUNA LUMBER	A134304	15266	<u>GORILLA GLUE & RUBBER SHEET, J.MORFIN, FEB.'23-WATER</u>	02/28/2023	10.77	.00	<u>20-6150 M & R - SYSTEM</u>	0	2/23		
499	KUNA LUMBER	A134304	15266	<u>GORILLA GLUE & RUBBER SHEET, J.MORFIN, FEB.'23-PI</u>	02/28/2023	2.70	.00	<u>25-6150 MAINT. & REPAIRS - SYSTEM (PI)</u>	0	2/23		
Total A134304:						13.47	.00					
499	KUNA LUMBER	B169167	15194	<u>GALVANIZED PLUG FOR COMPRESSOR INSTALL, S.HOWELL, FEB.23</u>	02/14/2023	2.96	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	2/23		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total B169167:						2.96	.00					
499	KUNA LUMBER	B169223	15211	<u>FITTING, PLUGS AND CLAMPS FOR WATER BREAK ON 4TH STREET, J. MORFIN, FEB. '23</u>	02/17/2023	23.31	.00	<u>20-6150 M & R - SYSTEM</u>	0	2/23		
Total B169223:						23.31	.00					
499	KUNA LUMBER	B169224	15211	<u>RED BRS NIPPLE, J. MORFIN, FEB. '23</u>	02/17/2023	37.75	.00	<u>20-6150 M & R - SYSTEM</u>	0	2/23		
Total B169224:						37.75	.00					
499	KUNA LUMBER	B169314	15226	<u>BOARDS FOR MOVING BUILDING, J PEREZ, FEB. '23</u>	02/22/2023	39.56	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/23		
Total B169314:						39.56	.00					
499	KUNA LUMBER	B169319	15227	<u>FAUCET REPAIR PARTS FOR SENIOR CENTER BATHROOM, S. HOWELL, FEB. '23</u>	02/22/2023	30.59	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1001	2/23		
Total B169319:						30.59	.00					
Total KUNA LUMBER:						900.55	.00					
KUNA MACHINE LLC												
1775	KUNA MACHINE LLC	1422	15215	<u>METAL FOR THE DOCKS, D. ABBOTT, FEB. '23</u>	02/17/2023	160.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1126	2/23		
Total 1422:						160.00	.00					
Total KUNA MACHINE LLC:						160.00	.00					

LES SCHWAB TIRES

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
221	LES SCHWAB TIRES	12800603875	15228	<u>CALL OUT FOR TIRE REPAIR ON PARKS TOOL CAT. J. DURAHM, FEB. '23</u>	02/22/2023	69.99	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	2/23		
Total 12800603875:						69.99	.00					
221	LES SCHWAB TIRES	12800604200	15241	<u>NEW TIRE FOR TORO SPRAY RIG. R. HENZE, FEB. '23</u>	02/24/2023	55.96	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	2/23		
Total 12800604200:						55.96	.00					
221	LES SCHWAB TIRES	12800604783	15253	<u>CALL OUT FOR REPAIR ON BACKHOE TIRE. J. DURHAM, FEB. '23</u>	02/27/2023	400.97	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	2/23		
Total 12800604783:						400.97	.00					
Total LES SCHWAB TIRES:						526.92	.00					
LOCAHAN LLC												
1619	LOCAHAN LLC	AR1148262		<u>SERVICE CONTRACT 10570-01, MODEL #MPC307SPF, SERIAL #C509P900318, CITY HALL, FEB.'23 - ADMIN</u>	02/17/2023	47.49	.00	<u>01-6212 RENT- EQUIPMENT</u>	0	2/23		
1619	LOCAHAN LLC	AR1148262		<u>SERVICE CONTRACT OVERAGES, MODEL #MPC307SPF, SERIAL #C509P900318, CITY HALL, FEB.'23 - ADMIN</u>	02/17/2023	19.62	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	2/23		
1619	LOCAHAN LLC	AR1148262		<u>SERVICE CONTRACT OVERAGES, MODEL #MPC307SPF, SERIAL #C509P900318, CITY HALL, FEB.'23 - WATER</u>	02/17/2023	13.42	.00	<u>20-6142 MAINT. & REPAIRS- EQUIPMENT</u>	0	2/23		
1619	LOCAHAN LLC	AR1148262		<u>SERVICE CONTRACT OVERAGES, MODEL #MPC307SPF, SERIAL #C509P900318, CITY HALL, FEB.'23 - SEWER</u>	02/17/2023	13.42	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	2/23		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				<u>#3122R790389-SEWER</u>	02/17/2023	1.46	.00	<u>21-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	2/23		
1619	LOCAHAN LLC	AR1149433		<u>CONTRACT OVERAGE CHARGE FOR 01/01-01/31/2023, MODEL #IMC4500, SERIAL #3122R790389-PI</u>	02/17/2023	.56	.00	<u>25-6142 MAINT. & REPAIRS - EQUIPMENT</u>	0	2/23		
1619	LOCAHAN LLC	AR1149433		<u>CONTRACT OVERAGE CHARGE FOR 01/01-01/31/2023, MODEL #IMC4500, SERIAL #3122R790389-P&Z</u>	02/17/2023	.57	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1003	2/23		
Total AR1149433:						439.56	.00					
Total LOCAHAN LLC:						726.55	.00					
METROQUIP, INC.												
196	METROQUIP, INC.	P19693	15043	<u>PARTS FOR VALVE TRAILER, M.WEBB, FEB.'23 - WATER</u>	02/22/2023	6,954.30	.00	<u>20-6166 PP&E PURCHASES OPERATIONS</u>	1307	2/23		
Total P19693:						6,954.30	.00					
196	METROQUIP, INC.	P19694	15008	<u>REAPER NOZZLE, T.FLEMING, JAN.'23</u>	02/22/2023	1,060.00	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	2/23		
Total P19694:						1,060.00	.00					
Total METROQUIP, INC.:						8,014.30	.00					
NORTH AMER CENTRAL SCH BUS HLDING CO LLC												
2200	NORTH AMER CENTRAL SCH BUS HLDING CO LLC	580-01011		<u>BUS CHARTER FOR KUNA PARKS DEPT CHRISTMAS LIGHT TOUR, C. SMITH,</u>	12/16/2022	263.50	263.50	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	2/23	02/24/2023	
Total 580-01011:						263.50	263.50					

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
2200	NORTH AMER CENTRAL SCH BUS HLDING CO LLC	580-01012		<u>BUS CHARTER FOR KUNA PARKS DEPT CHRISTMAS LIGHT TOUR, C. SMITH,</u>	12/17/2022	237.50	237.50	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	2/23	02/24/2023	
Total 580-01012:						237.50	237.50					
2200	NORTH AMER CENTRAL SCH BUS HLDING CO LLC	580-01013		<u>BUS CHARTER FOR KUNA PARKS DEPT CHRISTMAS LIGHT TOUR, C. SMITH,</u>	12/23/2022	263.50	263.50	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	2/23	02/24/2023	
Total 580-01013:						263.50	263.50					
Total NORTH AMER CENTRAL SCH BUS HLDING CO LLC:						764.50	764.50					
REXEL USA, INC.												
1613	REXEL USA, INC.	3Q04805		<u>CREDIT/RETURN JUNCTION BOX AND LID FOR STREET LIGHT REPAIR, JAN. '23</u>	01/24/2023	-136.24	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1002	2/23		
Total 3Q04805:						-136.24	.00					
1613	REXEL USA, INC.	3R42832		<u>JUNCTION BOX AND LID FOR STREET LIGHT REPAIR, FEB. '23</u>	02/09/2023	136.24	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1002	2/23		
Total 3R42832:						136.24	.00					
Total REXEL USA, INC.:						.00	.00					
RIDGEWOOD ENTERPRISES, INC												
1728	RIDGEWOOD ENTERPRISES, INC	2097291	15137	<u>FILTERS FOR PARKS SMALL ENGINES AND TUNE UPS, J. DURHAM, FEB. '23</u>	02/06/2023	412.87	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	2/23		
Total 2097291:						412.87	.00					
Total RIDGEWOOD ENTERPRISES, INC:						412.87	.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
ST. LUKE'S HEALTH SYSTEM												
1441	ST. LUKE'S HEALTH SYSTEM	2624914		<u>EMPLOYEE VACCINATION & IMMUNIZATIONS, ACCT #468286728, FOR J. BOSTON, FEB. '23</u>	02/09/2023	167.47	167.47	<u>21-5950 TEAM BUILDING, ONBOARDING</u>	0	2/23	02/24/2023	
Total 2624914:						167.47	167.47					
Total ST. LUKE'S HEALTH SYSTEM:						167.47	167.47					
TATES RENTS, INC.												
59	TATES RENTS, INC.	1694468-11	15108	<u>RENTAL FOR 60 FT LIFT FOR CHRISTMAS LIGHTS REMOVAL BERNIE FISHER TREE AND BASEBALL FIELD, B. REED, JAN. '23</u>	02/15/2023	2,352.00	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	2/23		
Total 1694468-11:						2,352.00	.00					
Total TATES RENTS, INC.:						2,352.00	.00					
THE METTS GROUP												
2202	THE METTS GROUP	1005		<u>KUNA EAST: ECONOMIC FEASIBILITY STUDY, M. TREASURE</u>	12/12/2022	14,500.00	.00	<u>01-6045 CONTINGENCY</u>	1283	2/23		
Total 1005:						14,500.00	.00					
Total THE METTS GROUP:						14,500.00	.00					
TIMOTHY Q EBY DBA TROPHY HOUSE PROS												
2104	TIMOTHY Q EBY DBA TROPHY HOUSE PROS	M3593132	15224	<u>RETIREMENT GIFT FOR C.MCDANIEL, N. STAUFFER, FEB. '23</u>	02/15/2023	63.95	.00	<u>21-5950 TEAM BUILDING, ONBOARDING</u>	0	2/23		
Total M3593132:						63.95	.00					
Total TIMOTHY Q EBY DBA TROPHY HOUSE PROS:						63.95	.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
T-O ENGINEERS INC												
1836	T-O ENGINEERS INC	220786-1		<u>PROFESSIONAL SERVICES, PROJECT 220786, N AVE B REVITALIZATION</u>	02/13/2023	2,933.25	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1126	2/23		
Total 220786-1:						2,933.25	.00					
Total T-O ENGINEERS INC:						2,933.25	.00					
TREASURE VALLEY COFFEE												
992	TREASURE VALLEY COFFEE	2160:08893358	15238	<u>WATER, COFFEE, SUGAR & CREAMER FOR WWTP, M. WEBB, FEB. '23- WATER</u>	02/24/2023	111.38	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	2/23		
992	TREASURE VALLEY COFFEE	2160:08893358	15238	<u>WATER, COFFEE, SUGAR & CREAMER FOR WWTP, M. WEBB, FEB. '23- SEWER</u>	02/24/2023	111.38	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	2/23		
992	TREASURE VALLEY COFFEE	2160:08893358		<u>WATER, COFFEE, SUGAR & CREAMER FOR WWTP, M. WEBB, FEB. '23- P.I</u>	02/24/2023	42.44	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	2/23		
Total 2160:08893358:						265.20	.00					
992	TREASURE VALLEY COFFEE	2160:08893381	15242	<u>5 EACH 5 GALLON WATER BOTTLES AND COOLER RENTAL CITY HALL, C. MERRITT, FEB '23-ADMIN</u>	02/24/2023	22.61	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	2/23		
992	TREASURE VALLEY COFFEE	2160:08893381	15242	<u>5 EACH 5 GALLON WATER BOTTLES AND COOLER RENTAL CITY HALL, C. MERRITT, FEB '23- WATER</u>	02/24/2023	15.47	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	2/23		
992	TREASURE VALLEY COFFEE	2160:08893381	15242	<u>5 EACH 5 GALLON WATER BOTTLES AND COOLER RENTAL CITY HALL, C. MERRITT, FEB '23- SEWER</u>	02/24/2023	15.47	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	2/23		
992	TREASURE VALLEY COFFEE	2160:08893381	15242	<u>5 EACH 5 GALLON WATER BOTTLES AND COOLER RENTAL CITY HALL, C. MERRITT, FEB '23- P.I</u>	02/24/2023	5.95	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	2/23		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 2160:08893381:						59.50	.00					
992	TREASURE VALLEY COFFEE	2160:08893443	15242	<u>2 EACH 5 GALLON WATER BOTTLES FOR MAINTENANCE C. MERRITT, FEB '23</u>	02/24/2023	13.40	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	2/23		
Total 2160:08893443:						13.40	.00					
992	TREASURE VALLEY COFFEE	2160:08893487	15242	<u>2 EACH 5 GALLON WATER BOTTLES & CUPS FOR PARKS OFFICE C. MERRITT, FEB '23</u>	02/24/2023	28.50	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	2/23		
Total 2160:08893487:						28.50	.00					
Total TREASURE VALLEY COFFEE:						366.60	.00					
ULINE INC												
2065	ULINE INC	160415290	15245	<u>12 EACH 15 OZ GRAFFITI REMOVER SPRAY, M. WEBB, FEB. '23</u>	02/24/2023	146.79	.00	<u>01-6150 MAINTENANCE & REPAIRS - SYSTEM</u>	1004	2/23		
2065	ULINE INC	160415290	15245	<u>2 6X6 ORANGE WELDING SCREENS, M. WEBB, FEB. '23</u>	02/24/2023	250.00	.00	<u>01-6230 SAFETY TRAINING & EQUIPMENT</u>	0	2/23		
Total 160415290:						396.79	.00					
Total ULINE INC:						396.79	.00					
UTILITY REFUND - #15												
2166	UTILITY REFUND - #15	150520.02		<u>PHYLLIS M MATHES, 1264 N BLACK WOLF AVE, UTILITY REFUND</u>	02/17/2023	90.42	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	150520.02		<u>PHYLLIS M MATHES, 1264 N BLACK WOLF AVE, UTILITY REFUND</u>	02/17/2023	107.78	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
2166	UTILITY REFUND - #15	150520.02		<u>PHYLLIS M MATHES, 1264 N BLACK WOLF AVE, UTILITY REFUND</u>	02/17/2023	100.41	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/23		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				<u>UTILITY REFUND</u>	02/24/2023	4.64	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/23		
Total 190300.03:						25.03	.00					
2166	UTILITY REFUND - #15	221475.03		<u>OPENDOOR PROPERTY TRUST L 932 S RUMNEY AVE. UTILITY REFUND</u>	02/03/2023	170.90	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	221475.03		<u>OPENDOOR PROPERTY TRUST L 932 S RUMNEY AVE. UTILITY REFUND</u>	02/03/2023	.33	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
2166	UTILITY REFUND - #15	221475.03		<u>OPENDOOR PROPERTY TRUST L 932 S RUMNEY AVE. UTILITY REFUND</u>	02/03/2023	.21	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/23		
Total 221475.03:						171.44	.00					
2166	UTILITY REFUND - #15	242024.00		<u>BILTMORE CO. 2077 E THEA DR. UTILITY REFUND</u>	02/10/2023	50.46	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	242024.00		<u>BILTMORE CO. 2077 E THEA DR. UTILITY REFUND</u>	02/10/2023	42.13	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 242024.00:						92.59	.00					
2166	UTILITY REFUND - #15	253015.02		<u>KELLY D KITCHENS, 1064 S PENCIL AVE, UTILITY REFUND</u>	02/21/2023	12.16	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	253015.02		<u>KELLY D KITCHENS, 1064 S PENCIL AVE, UTILITY REFUND</u>	02/21/2023	9.93	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
2166	UTILITY REFUND - #15	253015.02		<u>KELLY D KITCHENS, 1064 S PENCIL AVE, UTILITY REFUND</u>	02/21/2023	5.62	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/23		
Total 253015.02:						27.71	.00					
2166	UTILITY REFUND - #15	261515.00		<u>CBH, 3056 W DARK SKY ST, UTILITY REFUND</u>	02/07/2023	139.22	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2166	UTILITY REFUND - #15	261515.00		<u>CBH, 3056 W DARK SKY ST, UTILITY REFUND</u>	02/07/2023	38.51	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 261515.00:						177.73	.00					
2166	UTILITY REFUND - #15	261525.00		<u>CBH, 2888 W DARK SKY ST, UTILITY REFUND</u>	02/14/2023	121.49	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	261525.00		<u>CBH, 2888 W DARK SKY ST, UTILITY REFUND</u>	02/14/2023	36.63	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 261525.00:						158.12	.00					
2166	UTILITY REFUND - #15	261530.00		<u>CBH, 2899 W DARK SKY ST, UTILITY REFUND</u>	02/09/2023	120.23	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	261530.00		<u>CBH, 2899 W DARK SKY ST, UTILITY REFUND</u>	02/09/2023	39.14	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 261530.00:						159.37	.00					
2166	UTILITY REFUND - #15	261534.00		<u>CBH, 2979 W DARK SKY ST, UTILITY REFUND</u>	02/14/2023	123.00	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	261534.00		<u>CBH, 2979 W DARK SKY ST, UTILITY REFUND</u>	02/14/2023	38.97	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 261534.00:						161.97	.00					
2166	UTILITY REFUND - #15	264075.04		<u>OPENDOOR PROPERTY C LLC, 2052 N MAUVE AVE, UTILITY REFUND</u>	02/07/2023	111.97	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	264075.04		<u>OPENDOOR PROPERTY C LLC, 2052 N MAUVE AVE, UTILITY REFUND</u>	02/07/2023	5.41	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
2166	UTILITY REFUND - #15	264075.04		<u>OPENDOOR PROPERTY C LLC, 2052 N MAUVE AVE, UTILITY REFUND</u>	02/07/2023	3.41	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/23		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 264075.04:						120.79	.00					
2166	UTILITY REFUND - #15	277618.00		<u>CBH, 757 W TREEHOUSE WAY, UTILITY REFUND</u>	02/10/2023	96.56	.00	20-4500 METERED WATER SALES	0	2/23		
2166	UTILITY REFUND - #15	277618.00		<u>CBH, 757 W TREEHOUSE WAY, UTILITY REFUND</u>	02/10/2023	13.15	.00	21-4600 SEWER USER FEES	0	2/23		
Total 277618.00:						109.71	.00					
2166	UTILITY REFUND - #15	277629.00		<u>CBH, 679 W WOLF WILLOW ST, UTILITY REFUND</u>	02/14/2023	122.38	.00	20-4500 METERED WATER SALES	0	2/23		
2166	UTILITY REFUND - #15	277629.00		<u>CBH, 679 W WOLF WILLOW ST, UTILITY REFUND</u>	02/14/2023	35.53	.00	21-4600 SEWER USER FEES	0	2/23		
Total 277629.00:						157.91	.00					
2166	UTILITY REFUND - #15	277707.00		<u>CBH, 511 W TANZANITE CT, UTILITY REFUND</u>	02/13/2023	132.42	.00	20-4500 METERED WATER SALES	0	2/23		
2166	UTILITY REFUND - #15	277707.00		<u>CBH, 511 W TANZANITE CT, UTILITY REFUND</u>	02/13/2023	41.94	.00	21-4600 SEWER USER FEES	0	2/23		
Total 277707.00:						174.36	.00					
2166	UTILITY REFUND - #15	277718.00		<u>CBH, 455 W SCREECH OWL DR, UTILITY REFUND</u>	02/10/2023	87.29	.00	20-4500 METERED WATER SALES	0	2/23		
2166	UTILITY REFUND - #15	277718.00		<u>CBH, 455 W SCREECH OWL DR, UTILITY REFUND</u>	02/10/2023	.47	.00	21-4600 SEWER USER FEES	0	2/23		
Total 277718.00:						87.76	.00					
2166	UTILITY REFUND - #15	277720.00		<u>CBH, 486 W SCREECH OWL DR, UTILITY REFUND</u>	02/03/2023	113.99	.00	20-4500 METERED WATER SALES	0	2/23		
2166	UTILITY REFUND - #15	277720.00		<u>CBH, 486 W SCREECH OWL DR, UTILITY REFUND</u>	02/03/2023	33.05	.00	21-4600 SEWER USER FEES	0	2/23		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 277720.00:						147.04	.00					
2166	UTILITY REFUND - #15	281510.00		<u>VENTA HOMES, 1448 W SMOKY QUARTZ ST, UTILITY REFUND</u>	02/13/2023	63.01	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	281510.00		<u>VENTA HOMES, 1448 W SMOKY QUARTZ ST, UTILITY REFUND</u>	02/13/2023	12.75	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 281510.00:						75.76	.00					
2166	UTILITY REFUND - #15	281531.00		<u>HARDING HOMES, 2262 N OPAL FALLS WAY, UTILITY REFUND</u>	02/10/2023	87.33	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	281531.00		<u>HARDING HOMES, 2262 N OPAL FALLS WAY, UTILITY REFUND</u>	02/10/2023	.43	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 281531.00:						87.76	.00					
2166	UTILITY REFUND - #15	281551.00		<u>HARDING HOMES, 2324 N OPAL FALLS WAY, UTILITY REFUND</u>	02/14/2023	114.16	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	281551.00		<u>HARDING HOMES, 2324 N OPAL FALLS WAY, UTILITY REFUND</u>	02/14/2023	17.75	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 281551.00:						131.91	.00					
2166	UTILITY REFUND - #15	292136.00		<u>CBH, 2241 W RICKON ST, UTILITY REFUND</u>	02/07/2023	154.23	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	292136.00		<u>CBH, 2241 W RICKON ST, UTILITY REFUND</u>	02/07/2023	38.60	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 292136.00:						192.83	.00					
2166	UTILITY REFUND - #15	292137.00		<u>CBH, 2223 W RICKON ST, UTILITY REFUND</u>	02/07/2023	126.72	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	292137.00		<u>CBH, 2223 W RICKON ST, UTILITY REFUND</u>	02/07/2023	45.59	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 292137.00:						172.31	.00					
2166	UTILITY REFUND - #15	292139.00		<u>CBH, 2187 W RICKON ST, UTILITY REFUND</u>	02/03/2023	114.18	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	292139.00		<u>CBH, 2187 W RICKON ST, UTILITY REFUND</u>	02/03/2023	32.86	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 292139.00:						147.04	.00					
2166	UTILITY REFUND - #15	292149.00		<u>CBH, 2028 W RICKON ST, UTILITY REFUND</u>	02/03/2023	120.66	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	292149.00		<u>CBH, 2028 W RICKON ST, UTILITY REFUND</u>	02/03/2023	30.02	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 292149.00:						150.68	.00					
2166	UTILITY REFUND - #15	292151.00		<u>CBH, 2064 W RICKON CT, UTILITY REFUND</u>	02/14/2023	121.88	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	292151.00		<u>CBH, 2064 W RICKON CT, UTILITY REFUND</u>	02/14/2023	36.45	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 292151.00:						158.33	.00					
2166	UTILITY REFUND - #15	292158.00		<u>CBH, 2204 W RICKON ST, UTILITY REFUND</u>	02/03/2023	79.91	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
Total 292158.00:						79.91	.00					
2166	UTILITY REFUND - #15	292164.00		<u>CBH, 2295 W ARYA ST, UTILITY REFUND</u>	02/07/2023	155.09	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	292164.00		<u>CBH, 2295 W ARYA ST, UTILITY REFUND</u>	02/07/2023	50.46	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
2166	UTILITY REFUND - #15	292164.00		<u>CBH, 2295 W ARYA ST, UTILITY REFUND</u>	02/07/2023	10.17	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	2/23		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 292164.00:						215.72	.00					
2166	UTILITY REFUND - #15	292165.00		<u>CBH, 8586 S FORAKER WAY, UTILITY REFUND</u>	02/07/2023	120.56	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	292165.00		<u>CBH, 8586 S FORAKER WAY, UTILITY REFUND</u>	02/07/2023	39.01	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 292165.00:						159.57	.00					
2166	UTILITY REFUND - #15	292166.00		<u>CBH, 8589 S FORAKER WAY, UTILITY REFUND</u>	02/13/2023	89.77	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	292166.00		<u>CBH, 8589 S FORAKER WAY, UTILITY REFUND</u>	02/13/2023	2.82	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 292166.00:						92.59	.00					
2166	UTILITY REFUND - #15	303628.00		<u>HUBBLE HOMES, 613 E TAPER ST, UTILITY REFUND</u>	02/07/2023	79.72	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	303628.00		<u>HUBBLE HOMES, 613 E TAPER ST, UTILITY REFUND</u>	02/07/2023	9.29	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 303628.00:						89.01	.00					
2166	UTILITY REFUND - #15	303629.00		<u>HUBBLE HOMES, 631 E TAPER ST, UTILITY REFUND</u>	02/07/2023	109.79	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	303629.00		<u>HUBBLE HOMES, 631 E TAPER ST, UTILITY REFUND3</u>	02/07/2023	31.31	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 303629.00:						141.10	.00					
2166	UTILITY REFUND - #15	303662.00		<u>HUBBLE HOMES, 3059 N RAPID CREEK PL, UTILITY REFUND</u>	02/07/2023	81.37	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	303662.00		<u>HUBBLE HOMES, 3059 N RAPID CREEK PL, UTILITY REFUND</u>	02/07/2023	7.23	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 303662.00:						88.60	.00					
2166	UTILITY REFUND - #15	310213.02		<u>RICK D HARDY, 9430 S UPDALE AVE, UTILITY REFUND</u>	02/24/2023	39.52	.00	20-4500 METERED WATER SALES	0	2/23		
2166	UTILITY REFUND - #15	310213.02		<u>RICK D HARDY, 9430 S UPDALE AVE, UTILITY REFUND</u>	02/24/2023	43.26	.00	21-4600 SEWER USER FEES	0	2/23		
2166	UTILITY REFUND - #15	310213.02		<u>RICK D HARDY, 9430 S UPDALE AVE, UTILITY REFUND</u>	02/24/2023	29.88	.00	26-4975 SOLID WASTE USER FEES	0	2/23		
Total 310213.02:						112.66	.00					
2166	UTILITY REFUND - #15	320213.00		<u>HAYDEN HOMES, 2049 E TUGELA ST, UTILITY REFUND</u>	03/03/2023	120.93	.00	20-4500 METERED WATER SALES	0	2/23		
2166	UTILITY REFUND - #15	320213.00		<u>HAYDEN HOMES, 2049 E TUGELA ST, UTILITY REFUND</u>	03/03/2023	35.21	.00	21-4600 SEWER USER FEES	0	2/23		
Total 320213.00:						156.14	.00					
2166	UTILITY REFUND - #15	320229.00		<u>HAYDEN HOMES, 1055 N RYDE AVE, UTILITY REFUND</u>	02/03/2023	111.70	.00	20-4500 METERED WATER SALES	0	2/23		
2166	UTILITY REFUND - #15	320229.00		<u>HAYDEN HOMES, 1055 N RYDE AVE, UTILITY REFUND</u>	02/03/2023	35.34	.00	21-4600 SEWER USER FEES	0	2/23		
Total 320229.00:						147.04	.00					
2166	UTILITY REFUND - #15	320252.00		<u>HAYDEN HOMES, 1024 N RYDE AVE, UTILITY REFUND</u>	02/06/2023	92.11	.00	20-4500 METERED WATER SALES	0	2/23		
2166	UTILITY REFUND - #15	320252.00		<u>HAYDEN HOMES, 1024 N RYDE AVE, UTILITY REFUND</u>	02/06/2023	7.26	.00	21-4600 SEWER USER FEES	0	2/23		
Total 320252.00:						99.37	.00					
2166	UTILITY REFUND - #15	320253.00		<u>HAYDEN HOMES, 2032 E PILSNER ST, UTILITY REFUND</u>	02/03/2023	127.63	.00	20-4500 METERED WATER SALES	0	2/23		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2166	UTILITY REFUND - #15	320253.00		<u>HAYDEN HOMES, 2032 E PILSNER ST, UTILITY REFUND</u>	02/03/2023	23.05	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 320253.00:						150.68	.00					
2166	UTILITY REFUND - #15	330410.00		<u>TOLL BROS INC, 2205 N HOSE GULCH AVE, UTILITY REFUND</u>	02/06/2023	79.91	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
Total 330410.00:						79.91	.00					
2166	UTILITY REFUND - #15	340096.00		<u>CBH, 6549 S BIRCH CREEK AVE, UTILITY REFUND</u>	02/14/2023	82.00	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	340096.00		<u>CBH, 6549 S BIRCH CREEK AVE, UTILITY REFUND</u>	02/14/2023	5.35	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 340096.00:						87.35	.00					
2166	UTILITY REFUND - #15	340104.00		<u>CBH, 1506 W CUB RIVER DR, UTILITY REFUND</u>	02/14/2023	126.48	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	340104.00		<u>CBH, 1506 W CUB RIVER DR, UTILITY REFUND</u>	02/14/2023	48.43	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 340104.00:						174.91	.00					
2166	UTILITY REFUND - #15	360006.00		<u>SHALC GC INC, 11972 W WELLNESS LN, UTILITY REFUND</u>	02/06/2023	77.62	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	360006.00		<u>SHALC GC INC, 11972 W WELLNESS LN, UTILITY REFUND</u>	02/06/2023	43.24	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 360006.00:						120.86	.00					
2166	UTILITY REFUND - #15	360007.00		<u>SHALC GC INC, 11956 W WELLNESS LN, UTILITY REFUND</u>	02/03/2023	62.11	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2166	UTILITY REFUND - #15	360007.00		<u>SHALC GC INC. 11956 W WELLNESS LN. UTILITY REFUND</u>	02/03/2023	11.08	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 360007.00:						73.19	.00					
2166	UTILITY REFUND - #15	360008.00		<u>SHALC GC INC. 11940 W WELLNESS LN. UTILITY REFUND</u>	02/03/2023	78.21	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	360008.00		<u>SHALC GC INC. 11940 W WELLNESS LN. UTILITY REFUND</u>	02/03/2023	44.47	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 360008.00:						122.68	.00					
2166	UTILITY REFUND - #15	360009.00		<u>SHALC GC INC. 11924 W WELLNESS LN. UTILITY REFUND</u>	02/03/2023	59.74	.00	<u>20-4500 METERED WATER SALES</u>	0	2/23		
2166	UTILITY REFUND - #15	360009.00		<u>SHALC GC INC. 11924 W WELLNESS LN. UTILITY REFUND</u>	02/03/2023	6.17	.00	<u>21-4600 SEWER USER FEES</u>	0	2/23		
Total 360009.00:						65.91	.00					
Total UTILITY REFUND - #15:						5,906.54	.00					
W.W. GRAINGER												
162	W.W. GRAINGER	9609890539	15196	<u>AUTO DRAIN FOR NEW AIR COMPRESSOR, S HOWELL, FEB. '23</u>	02/15/2023	109.44	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1004	2/23		
Total 9609890539:						109.44	.00					
Total W.W. GRAINGER:						109.44	.00					
WESTERN DISPLAY FIREWORKS LTD												
2155	WESTERN DISPLAY FIREWORKS LTD	23-7089		<u>AERIAL FIREWORKS DISPLAY, 07/04/2023, 23-7089, 1ST INSTALLMENT</u>	02/14/2023	7,500.00	7,500.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	2/23	02/24/2023	

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 23-7089:						7,500.00	7,500.00					
Total WESTERN DISPLAY FIREWORKS LTD:						7,500.00	7,500.00					
WESTERN STATES EQUIPMENT CO.												
98	WESTERN STATES EQUIPMENT CO.	IN002304987	15128	<u>BATTERY FOR VAC TRUCK # 02 J. DURHAM, FEB. '23</u>	02/17/2023	510.99	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	2/23		
Total IN002304987:						510.99	.00					
Total WESTERN STATES EQUIPMENT CO.:						510.99	.00					
WHITE, PETERSON, GIGRAY, & NICHOLS P.A.												
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	01312023WPG		<u>LEGAL SERVICES FOR 01/31/2023-P&Z</u>	01/31/2023	261.00	261.00	<u>01-6202 PROFESSIONAL SERVICES</u>	1003	2/23	02/24/2023	
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	01312023WPG		<u>LEGAL SERVICES FOR 01/31/2023-ADMIN</u>	01/31/2023	10,226.72	10,226.72	<u>01-6202 PROFESSIONAL SERVICES</u>	0	2/23	02/24/2023	
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	01312023WPG		<u>LEGAL SERVICES FOR 01/31/2023-WATER</u>	01/31/2023	36.00	36.00	<u>20-6202 PROFESSIONAL SERVICES</u>	0	2/23	02/24/2023	
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	01312023WPG		<u>LEGAL SERVICES FOR 01/31/2023-SEWER</u>	01/31/2023	288.00	288.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	2/23	02/24/2023	
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	01312023WPG		<u>LEGAL SERVICES FOR 01/31/2023-P&Z</u>	01/31/2023	1,687.92	1,687.92	<u>01-6202 PROFESSIONAL SERVICES</u>	1003	2/23	02/24/2023	
Total 01312023WPGN:						12,499.64	12,499.64					
Total WHITE, PETERSON, GIGRAY, & NICHOLS P.A.:						12,499.64	12,499.64					
Grand Totals:						517,055.24	103,202.58					

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
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Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

**RESOLUTION NO. R23-2023
KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE ADOPTION OF THE 2022 ADA COUNTY MULTI-HAZARD MITIGATION PLAN; AND REPEALING KUNA CITY RESOLUTION NO. R05-2017.

WHEREAS, all of Ada County has exposure to natural hazards that increase the risk to life, property, environment and the County's economy; and

WHEREAS; pro-active mitigation of known hazards before a disaster event can reduce or eliminate long-term risk to life and property; and

WHEREAS, The Disaster Mitigation Act of 2000 (Public Law 106-390) established new requirements for pre and post disaster hazard mitigation programs; and

WHEREAS; a coalition of Ada County stakeholders with like planning objectives has been formed to pool resources and create consistent mitigation strategies to be implemented within each partner's identified capabilities, within the Ada County Planning Area; and

WHEREAS, the coalition has completed a planning process that engages the public, assesses the risk and vulnerability to the impacts of natural hazards, develops a mitigation strategy consistent with a set of uniform goals and objectives, and creates a plan for implementing, evaluating and revising this strategy;

NOW, THEREFORE, BE IT RESOLVED that the City Council for the city of Kuna, Idaho:

- 1.) Adopts in its entirety, Volume I, the city of Kuna, Idaho annex, and appendices of Volume II of the 2022 Ada County Multi-Hazard Mitigation Plan.
- 2.) Will use the adopted and approved portions of the Hazard Mitigation Plan to guide pre- and post- disaster mitigation of the hazards identified.
- 3.) Will coordinate the strategies identified in the Hazard Mitigation Plan with other planning programs and mechanisms under its jurisdictional authority.
- 4.) Will continue its support of the on-going countywide mitigation efforts and continue to participate in the Planning Partnership as described by the Hazard Mitigation Plan.
- 5.) Will help to promote and support the mitigation successes of all Planning Partners.

PASSED and ADOPTED this 7th day of March 2023.

CITY OF KUNA
Ada County, Idaho

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

5. CITY OF KUNA

5.1 LOCAL HAZARD MITIGATION PLANNING TEAM

Primary Point of Contact

Mike Borzick, GIS Manager
6950 S Ten Mile Rd
Meridian, ID 83642
Telephone: 208-287-1726
e-mail Address: MBorzick@KunaID.gov

Alternate Point of Contact

Brady Barrosa
6950 S Ten Mile Rd
Meridian, ID 83642
Telephone: 208-287-1722
e-mail Address: Bbarrosa@KunaID.com

This annex was developed by the local hazard mitigation planning team, whose members are listed in Table 5-1.

Table 5-1. Local Hazard Mitigation Planning Team Members

Name	Title
Mike Borzick	GIS Manager
Doug Hansen	Planning and Zoning Dir
Morgan Treasure	Economic Development Dir
Brady Barrosa	Staff Engineer
Troy Behunin	Planner

5.2 JURISDICTION PROFILE

5.2.1 Location and Features

The City of Kuna's business district is located approximately 18 miles southwest of Boise and about 8 miles south of Meridian's business districts and is part of the Boise City-Nampa, Idaho Metropolitan Statistical Area. Kuna is located about 8 miles south of U.S. Interstate 84 and intersects with State Highway 69.

The nearby Morley Nelson Snake River Birds of Prey National Conservation Area holds North America's densest population of nesting raptors. The Western Heritage Historic Byway, designated as a national as well as a state scenic byway, travels around a number of historic sites in the area.

5.2.2 Climate

Kuna's climate is semi-arid, with four distinct seasons. Kuna experiences hot and dry summers with highs exceeding 100 °F 5.6 days in a typical year and 90 °F on 46 days. Due to the aridity, summer nights often offer significant and crisp cool-downs. Winters are cold, with a January average of 30.2 °F, and lows falling to 0 °F or

below on around 4 nights per year. Snowfall averages 19 inches, but typically falls in bouts of 3 inches or less. Spring and fall are generally mild, with autumn being a quick transition period whereas spring is quite gradual. Precipitation is usually infrequent and light, and especially more lacking during the summer months.

5.2.3 History

The City of Kuna was incorporated on September 15, 1915. Kuna is located in the Ada County, which was established on December 22, 1864 by the Idaho Territorial Legislature. Kuna originated as a railroad stop with coach transport to Boise but after the branch line was complete, there was no need for a depot at Kuna and the settlement closed down. With the prospects of irrigation water, settlers were attracted to the area again. The principle industry was agricultural and in the early 1900s, over 700 acres were planted with vineyards, apples and prune orchards. Agricultural is still a major local industry today.

5.2.4 Governing Body Format

The City of Kuna is governed by a mayor-city council form of government; with four-elected City Council members and the Mayor. The City consists of seven departments: Finance; Economic Development; Parks; Public Works; Planning & Zoning, Police and City Clerk. The city government structure also includes a planning & zoning commission and design review committee. The City Council is responsible for the adoption of this plan, Planning and Zoning Department is responsible for its implementation.

5.3 CURRENT TRENDS

5.3.1 Population

According to COMPASS the population of the City of Kuna as of April 2022 was 27,480. Since 2017, the population has grown at an average annual rate of 7.9 percent.

5.3.2 Development

Based on data from Compass (Community Planning Association) and Kuna's Comprehensive Plan, Kuna remains one of the fastest growing cities in the Treasure Valley. Kuna's population increased from 15,210 in 2010 to 24,011 in 2020. This represents a 57.9 percent increase in population growth in 10 years. Kuna was a contender for CNN/Money's "Best Place to Live 2005" list. Kuna is transitioning from a rural community to a suburban city, and residential development has outpaced commercial development. Kuna has identified additional commercial areas as a component of the Comprehensive Land Use Plan. The next step is to implement the plan by establishing new zoning districts, rezoning property, and possibly forming an urban renewal district. City actions relating to land use, annexations, zoning, subdivision and design review, redevelopment and capital improvements must be consistent with the Comprehensive Plan. Future growth and development will be managed according to the Comprehensive Land Use Plan and it will be reviewed and amended as necessary.

Identifying previous and future development trends is achieved through a comprehensive review of permitting since completion of the previous plan and in anticipation of future development. Tracking previous and future growth in potential hazard areas provides an overview of increased exposure to a hazard within a community. Table 5-2 summarizes development trends in the performance period since the preparation of the previous hazard mitigation plan, as well as expected future development trends.

Table 5-2. Recent and Expected Future Development Trends

Criterion	Response					
Has your jurisdiction annexed any land since the preparation of the previous hazard mitigation plan? <i>If yes, give the estimated area annexed and estimated number of parcels or structures.</i>	Yes Approximately 61 parcels containing 2,810.91 acres have been annexed since 2016					
Is your jurisdiction expected to annex any areas during the performance period of this plan? <i>If yes, describe land areas and dominant uses.</i>	Yes Areas within the Area of City Impact					
<i>If yes, who currently has permitting authority over these areas?</i>	Planning and Zoning					
Are any areas targeted for development or major redevelopment in the next five years? <i>If yes, briefly describe, including whether any of the areas are in known hazard risk areas</i>	Yes Facebook (Meta) has a large Server Farm that will be constructing East of town and is sure to bring more industrial to that area.					
How many permits for new construction were issued in your jurisdiction since the preparation of the previous hazard mitigation plan?	2016	2017	2018	2019	2020	
	Single Family	258	365	551	706	880
	Multi-Family	11	32	8	28	1
	Other	N/A	N/A	N/A	N/A	N/A
	Total	269	397	559	734	881
Provide the number of new-construction permits for each hazard area or provide a qualitative description of where development has occurred.	<ul style="list-style-type: none"> • Special Flood Hazard Areas: 14 • Landslide: 0 • High Liquefaction Areas: 0 • Wildfire Risk Areas: 0 					
Describe the level of buildout in the jurisdiction, based on your jurisdiction’s buildable lands inventory. If no such inventory exists, provide a qualitative description.	The city doesn’t have an inventory of lands, but from the normal build cycles once a subdivision is constructed the builder generally pulls all the Building Permits for the entire subdivision. Only a couple of the projects have Custom builders that fill slowly.					

5.4 CAPABILITY ASSESSMENT

This section describes an assessment of existing capabilities for implementing hazard mitigation strategies. The introduction at the beginning of this volume of the hazard mitigation plan describes the components included in the capability assessment and their significance for hazard mitigation planning.

Findings of the capability assessment were reviewed to identify opportunities to expand, initiate or integrate capabilities to further hazard mitigation goals and objectives. Where such opportunities were identified and determined to be feasible, they are included in the action plan. The “Analysis of Mitigation Actions” table in this annex identifies these as community capacity building mitigation actions. The findings of the assessment are presented as follows:

- An assessment of planning and regulatory capabilities is presented in Table 5-3.
- Development and permitting capabilities are presented in Table 5-4.
- An assessment of fiscal capabilities is presented in Table 5-5.
- An assessment of administrative and technical capabilities is presented in Table 5-6.
- An assessment of education and outreach capabilities is presented in Table 5-7.
- Information on National Flood Insurance Program (NFIP) compliance is presented in Table 5-8.
- Classifications under various community mitigation programs are presented in Table 5-9.

Table 5-3. Planning and Regulatory Capability

	Local Authority	Other Jurisdiction Authority	State Mandated	Integration Opportunity?
Codes, Ordinances, & Requirements				
Building Code <i>Comment: Comment: Title 4, Chapter 1 Kuna Municipal Code (KMC), adopts the 2012 IBC per state mandate. (12/2013)</i>	Yes	No	No	No
Zoning Code <i>Comment: Comment: Title 5, KMC, Adopted 1996</i>	Yes	No	No	No
Subdivisions <i>Comment: Comment: Title 65, KMC, Adopted 1977</i>	Yes	No	No	No
Stormwater Management <i>Comment: Comment: Ada County Highway Department (ACHD) – 11/11/2015</i>	No	Yes	Yes	Yes
Post-Disaster Recovery <i>Comment:</i>	No	No	No	Yes
Real Estate Disclosure <i>Comment:</i>	No	No	No	No
Growth Management <i>Comment: Comment: Kuna Comprehensive Plan, adopted 2009</i>	Yes	No	No	No
Site Plan Review <i>Comment: Comment: Title 5, Chapter 4, KMC adopted 8/21/2007</i>	Yes	No	No	No
Environmental Protection <i>Comment:</i>	No	No	No	Yes
Flood Damage Prevention <i>Comment: Comment: Flood Damage Prevention-Title 4, Chapter 5 KMC. Adopted 8/11/2003</i>	Yes	No	No	Yes
Emergency Management <i>Comment:</i>	No	No	No	Yes
Climate Change <i>Comment:</i>	No	No	No	No
Planning Documents				
General Plan <i>Is the plan equipped to provide linkage to this mitigation plan? Yes</i> <i>Comment: Policy was adopted under objective # 5.1 of Goal 5 or the Natural Resources and Hazardous Areas element of the 2015 Comprehensive Plan for the City of Kuna, adopted by City Council 8/2015</i>	Yes	No	Yes	Yes
Capital Improvement Plan <i>How often is the plan updated? Annually</i> <i>Comment: Enter Comment</i>	Yes	No	No	No
Disaster Debris Management Plan <i>Comment: Enter Comment</i>	Yes	Yes	No	Yes
Floodplain or Watershed Plan <i>Comment: Comment: The 2017 Ada County Multi-Hazard Mitigation Plan will qualify as a flood hazard management plan under CRS criteria upon its completion and adoption.</i>	Yes	No	No	Yes
Stormwater Plan <i>Comment: Comment: Kuna City complies with the requirements as per EPA requirements in NPDES, and IDWR requirements. ACHD holds NPDES Permit. City is responsible for Stormwater Pollution Prevention associated with City Projects.</i>	Yes	No	Yes	Yes
Urban Water Management Plan <i>Comment:</i>	No	No	No	No
Habitat Conservation Plan <i>Comment:</i>	No	No	No	Yes

	Local Authority	Other Jurisdiction Authority	State Mandated	Integration Opportunity?
Economic Development Plan <i>Comment:</i>	Yes	No	No	Yes
Shoreline Management Plan <i>Comment:</i>	No	No	No	No
Community Wildfire Protection Plan <i>Comment: The 2017 Ada County Multi-hazard Mitigation plan is being developed as a CWPP for the Ada County planning area.</i>	Yes	No	No	Yes
Forest Management Plan <i>Comment:</i>	No	No	No	No
Climate Action Plan <i>Comment:</i>	No	No	No	No
Comprehensive Emergency Management Plan <i>Comment:</i>	No	No	No	Yes
Threat & Hazard Identification & Risk Assessment (THIRA) <i>Comment: EMCR has developed and maintains a THIRA for the Ada County planning area.</i>	No	Yes	No	Yes
Post-Disaster Recovery Plan <i>Comment:</i>	No	No	No	Yes
Continuity of Operations Plan <i>Comment: City of Kuna Continuity of Operations (COOP), April 10, 2012</i>	Yes	No	No	Yes
Public Health Plan <i>Comment: Central District Health Department Emergency Operations Plan, 2013</i>	No	Yes	No	Yes

Table 5-4. Development and Permitting Capability

Criterion	Response
Does your jurisdiction issue development permits? <i>If no, who does? If yes, which department?</i>	No Development isn't "Permitted" – it does go through an approval process, but no "Permit" is issued.
Does your jurisdiction have the ability to track permits by hazard area?	No
Does your jurisdiction have a buildable lands inventory?	Yes

Table 5-5. Fiscal Capability

Financial Resource	Accessible or Eligible to Use?
Community Development Block Grants	Yes
Capital Improvements Project Funding	Yes
Authority to Levy Taxes for Specific Purposes	Yes
User Fees for Water, Sewer, Gas or Electric Service <i>If yes, specify: Sewer, Water, Irrigation (Pressure and Gravity)</i>	Yes
Incur Debt through General Obligation Bonds	Yes
Incur Debt through Special Tax Bonds	Yes
Incur Debt through Private Activity Bonds	Yes
Withhold Public Expenditures in Hazard-Prone Areas	No
State-Sponsored Grant Programs	Yes
Development Impact Fees for Homebuyers or Developers	Yes

Table 5-6. Administrative and Technical Capability

Staff/Personnel Resource	Available?
Planners or engineers with knowledge of land development and land management practices <i>If Yes, Department /Position:</i> Public Works/Director Public Works/City Engineer Public Works/Staff Engineers Public Works/GIS Manager, Plan Reviewer Planning/Director Planning/Staff	Yes
Engineers or professionals trained in building or infrastructure construction practices <i>If Yes, Department /Position:</i> Public Works/Director Public Works/City Engineer Public Works/Staff Engineers Public Works/GIS Manager, Plan Reviewer	Yes
Planners or engineers with an understanding of natural hazards <i>If Yes, Department /Position:</i> Public Works/Director Public Works/City Engineer Public Works/Staff Engineers Public Works/GIS Manager, Plan Reviewer	Yes
Staff with training in benefit/cost analysis <i>If Yes, Department /Position:</i> Public Works/Director	Yes
Surveyors <i>If Yes, Department /Position:</i> Public Works/GIS Manager – Contract as needed	Yes
Personnel skilled or trained in GIS applications <i>If Yes, Department /Position:</i> Public Works/GIS Manager	Yes
Scientist familiar with natural hazards in local area <i>If Yes, Department /Position:</i> Contract as needed	Yes
Emergency manager <i>If Yes, Department /Position:</i> Ada County	Yes
Grant writers <i>If Yes, Department /Position:</i> City Clerk/Director - Contract as needed	Yes

Table 5-7. Education and Outreach Capability

Criterion	Response
Do you have a public information officer or communications office?	Yes, Economic Developer
Do you have personnel skilled or trained in website development?	Yes
Do you have hazard mitigation information available on your website?	No
Do you use social media for hazard mitigation education and outreach?	No
Do you have any citizen boards or commissions that address issues related to hazard mitigation?	No
<i>If yes, briefly describe:</i>	
Do you have any other programs in place that could be used to communicate hazard-related information?	Yes
<i>If yes, briefly describe:</i> Approved COOP	
Do you have any established warning systems for hazard events?	Yes
<i>If yes, briefly describe:</i> Code Red/ISAWS – residents may sign up to receive emergency notifications and critical community alerts. Both systems are IPAWS enabled and may additionally access that integrated system for public warnings.	

Table 5-8. National Flood Insurance Program Compliance

Criterion	Response
What local department is responsible for floodplain management?	GIS Department / Planning & Zoning
Who is your floodplain administrator? (department/position)	Public Works / GIS Manager
Are any certified floodplain managers on staff in your jurisdiction?	No
What is the date that your flood damage prevention ordinance was last amended?	10/02/2003
Does your floodplain management program meet or exceed minimum requirements? <i>If exceeds, in what ways?</i>	Meet
When was the most recent Community Assistance Visit or Community Assistance Contact?	CAV 11/18/2002 CAC 9/12/1989
Does your jurisdiction have any outstanding NFIP compliance violations that need to be addressed? <i>If so, state what they are.</i>	No
Are any RiskMAP projects currently underway in your jurisdiction? <i>If so, state what they are.</i>	Yes
Do your flood hazard maps adequately address the flood risk within your jurisdiction? <i>If no, state why.</i>	No
Does your floodplain management staff need any assistance or training to support its floodplain management program? <i>If so, what type of assistance/training is needed?</i>	Yes
Does your jurisdiction participate in the Community Rating System (CRS)? <i>If yes, is your jurisdiction interested in improving its CRS Classification?</i> <i>If no, is your jurisdiction interested in joining the CRS program?</i>	No
How many flood insurance policies are in force in your jurisdiction? ^a <i>What is the insurance in force?</i> <i>What is the premium in force?</i>	1
How many total loss claims have been filed in your jurisdiction? ^a <i>What were the total payments for losses?</i>	0

a. According to FEMA statistics as of March 31, 2022

Table 5-9. Community Classifications

	Participating?	Classification	Date Classified
FIPS Code	Yes	1600144290	N/A
DUNS #	Yes	126045272	N/A
Community Rating System	No	N/A	N/A
Building Code Effectiveness Grading Schedule	No	10/10	N/A
Public Protection	Yes	3/9	N/A
Storm Ready	Yes	Participant	N/A
Firewise	No	N/A	N/A
Tsunami Ready	No	N/A	N/A

5.5 INTEGRATION REVIEW

For hazard mitigation planning, “integration” means that hazard mitigation information is used in other relevant planning mechanisms, such as general planning and capital facilities planning, and that relevant information from those sources is used in hazard mitigation. This section identifies where such integration is already in place, and

where there are opportunities for further integration in the future. Resources listed at the end of this annex were used to provide information on integration. The progress reporting process described in Volume 1 of the hazard mitigation plan will document the progress of hazard mitigation actions related to integration and identify new opportunities for integration.

5.5.1 Existing Integration

Some level of integration has already been established between local hazard mitigation planning and the following other local plans and programs:

- **City of Kuna Continuity of Operations (COOP)**, April 10, 2012
- Policy was adopted under objective # 5.1 of Goal 5 or the Natural Resources and Hazardous Areas element of the 2015 Comprehensive Plan for the City of Kuna

5.5.2 Opportunities for Future Integration

The capability assessment presented in this annex indicates opportunities to integrate this mitigation plan with other jurisdictional planning/regulatory capabilities. Capabilities were identified as integration opportunities if they can support or enhance the actions identified in this plan or be supported or enhanced by components of this plan. The capability assessment identified the following plans and programs that do not currently integrate hazard mitigation information but provide opportunities to do so in the future:

- Future updates to the **City of Kuna's Comprehensive Plan**—the comprehensive plan will continue to use hazard mapping and hazard data in updates of the land use and safety sections.
- Continued **CWPP** integration with the Hazard Mitigation Plan wildfire maps and hazard data.

Taking action to integrate each of these programs with the hazard mitigation plan was considered as a mitigation action to include in the action plan in this annex.

5.6 RISK ASSESSMENT

5.6.1 Jurisdiction-Specific Natural Hazard Event History

Table 5-10 lists past occurrences of natural hazards for which specific damage was recorded in this jurisdiction. Other hazard events that broadly affected the entire planning area, including this jurisdiction, are listed in the risk assessments in Volume 1 of this hazard mitigation plan.

5.6.2 Hazard Risk Ranking

Table 5-11 presents a local ranking of all hazards of concern for which this hazard mitigation plan provides complete risk assessments. As described in detail in Volume 1, the ranking process involves an assessment of the likelihood of occurrence for each hazard, along with its potential impacts on people, property and the economy. Mitigation actions target hazards with high and medium rankings.

Table 5-10. Past Natural Hazard Events

Type of Event	FEMA Disaster #	Date	Damage Assessment
COVID-19 Pandemic	DR-4534	January 20, 2020, and continuing	N/A
Flooding	DR-4342	March 29 – June 15, 2017	Public Assistance Countywide: \$4,493,792
Thunderstorm Wind	N/A	10/19/2019	Several large trees, power lines and fences down, and car damage
Thunderstorm Wind	N/A	8/11/2015	Downed trees and power outages
Severe Wind	N/A	3/29/2009	\$33,000 (countywide)
Canal Breach	N/A	6/5/2006	Unknown (40 homes)
Severe Wind	N/A	4/27/1995	\$50,000 (countywide)
Flooding	N/A	6/1983	\$147,000 (countywide)

Table 5-11. Hazard Risk Ranking

Rank	Hazard	Risk Ranking Score	Risk Category
1	Extreme Weather	33	High
2	Flood	18	Medium
3	Earthquake	16	Medium
4	Wildfire	12	Low
5	Drought	9	Low
6	Volcano	6	Low
7	Dam/Canal Failure	0	Low
8	Landslide	0	Low

5.6.3 Jurisdiction-Specific Vulnerabilities

Volume 1 of this hazard mitigation plan provides complete risk assessments for each identified hazard of concern. This section provides information on a few key vulnerabilities for this jurisdiction. Available jurisdiction-specific risk maps of the hazards are provided at the end of this annex.

Repetitive Loss Properties

Repetitive loss records are as follows:

- Number of FEMA-identified Repetitive-Loss Properties: 0
- Number of FEMA-identified Severe-Repetitive-Loss Properties: 0
- Number of Repetitive-Loss Properties or Severe-Repetitive-Loss Properties that have been mitigated: N/A

Other Noted Vulnerabilities

The following jurisdiction-specific issues have been identified based on a review of the results of the risk assessment, public involvement strategy, and other available resources:

- Manmade Canal failures
- Wildfires around Transmission Power Lines

Mitigation actions addressing these issues were prioritized for consideration in the action plan in this annex.

5.7 STATUS OF PREVIOUS PLAN ACTIONS

Table 5-12 summarizes the actions that were recommended in the previous version of the hazard mitigation plan and their implementation status at the time this update was prepared.

Table 5-12. Status of Previous Plan Actions				
Action Item from Previous Plan	Completed	Removed; No Longer Feasible	Carried Over to Plan Update	
			Check if Yes	Action # in Update
<p>Action K-1— Provide redundancy with Conduit and Fiber hard-wired into all critical facilities.</p> <p><i>Comment: Ongoing. Staff is continually budgeting, requesting development to design and build conduit in needed zones to close any holes or complete loops.</i></p>			✓	K-1
<p>Action K-2—Develop and maintain an inventory of City Critical Facilities</p> <p><i>Comment: Ongoing. This action is complete as of this planning period, but needs to stay in the forefront and can never truly be completed.</i></p>			✓	K-7
<p>Action K-3—Open Space Preservation in identified high risk hazard area</p> <p><i>Comment: This is being completed with our Comprehensive Plan, it is currently in the last stages of being approved at the City level and should be heading to the County sometime thereafter. In approval process 8/13/20</i></p>			✓	K-2
<p>Action K-4—Maintain good standing under the National Flood Insurance Program by implementing programs that meet or exceed the minimum NFIP requirements. Such programs include but are not limited to: enforcing an adopted flood damage prevention ordinance, participating in floodplain mapping updates, and providing public assistance and information on floodplain requirements and impacts.</p> <p><i>Comment: Hiring of our new Staff Engineers. Staff is dedicated and supported by the Public Works Director to get more FEMA training and to ultimately become Floodplain Manager Certified.</i></p>			✓	K-4
<p>Action K-5—Continue to integrate Multi-Hazard Mitigation Plan into future updates of the Kuna Comprehensive Plan</p> <p><i>Comment: Comprehensive Plan is currently under its last stages of review.</i></p>			✓	K-2
<p>Action K-6—Where appropriate, support retrofitting, purchase, or relocation of structures located in hazard-prone areas to protect structures from future damage, with properties with exposure to repetitive losses as a priority.</p> <p><i>Comment: No known properties that have sustained any damage more or less repeated damages</i></p>			✓	K-10
<p>Action K-7—Consider appropriate higher regulatory standards that prevent or reduce risk to the built environment from the known hazards of concern.</p> <p><i>Comment: In our Comprehensive Plan we have created buffer areas and riparian zone in and along Indian Creek, Mason Creek and several other large canals to push homes and structures back from those water ways for preservation of green space but also to hopefully mitigate any potential damages during a flood type event.</i></p>	✓			
<p>Action K-8—Support County-wide initiatives identified in Volume 1.</p> <p><i>Comment: Continue this process as the city grows.</i></p>			✓	K-8
<p>Action K-9—Continue to support the implementation, monitoring, maintenance, and updating of this Plan, as defined in Volume 1.</p> <p><i>Comment: We will gladly continue our support of this plan</i></p>			✓	K-3
<p>Action K-10—Update SCADA links to all critical facilities via Cell service. Many of our sites use radio repeaters to the water tower, if we lose the water tower we lose ALL communication</p> <p><i>Comment: SCADA now runs on Cradle Points – however we need to continue this process as the City grows</i></p>			✓	K-9

Action Item from Previous Plan	Completed	Removed; No Longer Feasible	Carried Over to Plan Update	
			Check if Yes	Action # in Update
<p>Action K-11—Provide fire safety, fire prevention and Firewise education to neighborhoods, schools and community via the internet, social media and direct public outreach.</p> <p><i>Comment: Better suited with the Kuna Rural Fire Department</i></p>		✓		

5.8 HAZARD MITIGATION ACTION PLAN

Table 5-13 lists the identified actions, which make up the hazard mitigation action plan for this jurisdiction. Table 5-14 identifies the priority for each action. Table 5-15 summarizes the mitigation actions by hazard of concern and mitigation type.

Table 5-13. Hazard Mitigation Action Plan Matrix

Benefits New or Existing Assets	Objectives Met	Lead Agency	Support Agency	Estimated Cost	Sources of Funding	Timeline ^a
<p>Action K-1—Where appropriate support development lead construction of conduit infrastructure to close any loops or holes in the City of Kuna’s Fiber Infrastructure. Where needed, budget for and construct needed infrastructure.</p> <p><u>Hazards Mitigated:</u> Extreme Weather, Flood, Earthquake, Wildfire, Dam/Canal Failure, Landslide</p>						
Existing	1, 3, 8, 9, 10	City of Kuna	EMCR	High	HMGP, BRIC, FMA, ICC	Short-term
<p>Action K-2— Integrate the hazard mitigation plan into other plans, ordinances and programs that dictate land use decisions in the community, including the Kuna Comprehensive Plan</p> <p><u>Hazards Mitigated:</u> Extreme Weather, Flood, Earthquake, Wildfire, Dam/Canal Failure, Landslide</p>						
New & Existing	3, 4, 5, 8, 9	City of Kuna	EMCR	Low	Staff Time, General Funds	Ongoing
<p>Action K-3—Actively participate in the plan maintenance protocols outlined in Volume 1 of this hazard mitigation plan.</p> <p><u>Hazards Mitigated:</u> Extreme Weather, Flood, Earthquake, Wildfire, Drought, Volcano, Dam/Canal Failure, Landslide</p>						
New & Existing	All	City of Kuna	EMCR	Low	Staff Time, General Funds, FEMA Mitigation Grant Funding for 5-year update	Short-term
<p>Action K-4—Continue to maintain good standing and compliance under the NFIP through implementation of floodplain management programs that, at a minimum, meet the NFIP requirements:</p> <ul style="list-style-type: none"> • Enforce the flood damage prevention ordinance. • Participate in floodplain identification and mapping updates. • Provide public assistance/information on floodplain requirements and impacts. <p><u>Hazards Mitigated:</u> Flood, Dam/Canal Failure</p>						
New & Existing	2, 3, 4, 5, 6, 9	Planning & Zoning	N/A	Low	Staff Time, General Funds	Ongoing
<p>Action K-5—Coordinate with community stakeholders in both the public and private sectors to identify and pursue adaptive capacity strategies that could improve community resilience in relation to future climate conditions including but not limited to the following:</p> <ul style="list-style-type: none"> • Lack of Irrigation Water • Wildfire • Canal Failures <p><u>Hazards Mitigated:</u> Extreme Weather, Flood, Drought, Wildfire</p>						
New & Existing	2, 3, 4, 5, 6, 9	City of Kuna	EMCR	Low	Staff Time, General Funds	Short-term

Benefits New or Existing Assets	Objectives Met	Lead Agency	Support Agency	Estimated Cost	Sources of Funding	Timeline ^a
Action K-6 — Purchase generators for critical facilities and infrastructure that lack adequate backup power, including City Hall and the new Kuna East Operations Center						
<u>Hazards Mitigated:</u> Extreme Weather, Flood, Earthquake, Wildfire, Dam/Canal Failure, Landslide						
New & Existing	All	City of Kuna	EMCR	Low	General Funds, Development	Short Term
Action K-7 — Develop and maintain an inventory of City Critical Facilities						
<u>Hazards Mitigated:</u> Extreme Weather, Flood, Earthquake, Wildfire, Drought, Volcano, Dam/Canal Failure, Landslide						
Existing	All	Public Works	GIS Department	Medium	General Funds	Ongoing
Action K-8 — Support County-wide initiatives identified in Volume 1.						
<u>Hazards Mitigated:</u> Extreme Weather, Flood, Earthquake, Wildfire, Drought, Volcano, Dam/Canal Failure, Landslide						
New & Existing	All	City of Kuna	EMCR	Low	Unknown	Ongoing
Action K-9 — Continually update the SCADA process, look for redundancy with Fiber and Cell usage.						
<u>Hazards Mitigated:</u> Extreme Weather, Flood, Earthquake, Wildfire, Drought, Volcano, Dam/Canal Failure, Landslide						
New & Existing	All	City of Kuna	EMCR	Medium	Budget Process	Short Term
Action K-10 — Where appropriate, support retrofitting, purchase or relocation of structures located in hazard areas, prioritizing those that have experienced repetitive losses and/or are located in high- or medium-risk hazard areas.						
<u>Hazards Mitigated:</u> Extreme Weather, Flood, Earthquake, Wildfire, Volcano, Dam/Canal Failure, Landslide						
New & Existing	3, 8, 9	City of Kuna		High	HMGP, FMA, BRIC	Short Term

a. Short-term = Completion within 5 years; Long-term = Completion within 10 years; Ongoing= Continuing new or existing program with no completion date

Acronyms used here are defined at the beginning of this volume.

Table 5-14. Mitigation Action Priority

Action #	# of Objectives Met	Benefits	Costs	Do Benefits Equal or Exceed Cost?	Is Project Grant-Eligible?	Can Project Be Funded Under Existing Programs/ Budgets?	Implementation Priority ^a	Grant Pursuit Priority ^a
1	2	High	High	Yes	Yes	No	Medium	High
2	7	Medium	Low	Yes	No	Yes	High	Low
3	3	Low	Low	Yes	No	Yes	High	Low
4	6	Medium	Low	Yes	No	Yes	High	Low
5	7	Medium	Low	Yes	No	Yes	High	Low
6	3	High	Medium	Yes	Yes	No	Medium	High
7	3	High	Low	Yes	No	Yes	High	Low
8	7	Medium	Low	Yes	Yes	No	Medium	Medium
9	7	High	Medium	Yes	Yes	Yes	High	High
10	3	High	High	Yes	Yes	No	Medium	High

a. See the introduction to this volume for explanation of priorities.

Table 5-15. Analysis of Mitigation Actions

Hazard Type	Action Addressing Hazard, by Mitigation Type ^a							
	Prevention	Property Protection	Public Education & Awareness	Natural Resource Protection	Emergency Services	Structural Projects	Climate Resilience	Community Capacity Building ^b
High-Risk Hazards								
Extreme Weather	2, 4, 5	1, 6, 10	8, 9	2, 4, 5	6, 9		5	3, 7, 8
Medium-Risk Hazards								
Flood	2, 5	1, 6, 10	8, 9	2, 4, 5	6, 9		5	3, 7, 8
Earthquake	2	1, 6, 10	8, 9	2	6, 9			3, 7, 8
Low-Risk Hazards								
Wildfire	2, 5	1, 6, 10	8, 9	2, 5	6, 9		5	3, 7, 8
Drought	5	1, 6	8, 9	2, 5	6, 9		5	3, 7, 8
Volcano					6, 9			3, 7, 8
Dam/Canal Failure	2, 4	1, 6, 10	8, 9	2, 4	6, 9			3, 7, 8
Landslide	2,	1			6, 9			3, 7, 8

- a. See the introduction to this volume for explanation of mitigation types.
- b. In addition to the community capacity building actions listed in this table, this jurisdiction is expanding its financial capabilities through its participation in and adoption of this hazard mitigation plan, which establishes grant-funding eligibility.

5.9 INFORMATION SOURCES USED FOR THIS ANNEX

The following technical reports, plans, and regulatory mechanisms were reviewed to provide information for this annex.

- **2017 Ada County Multi-Hazard Mitigation Plan** – The previous HMP was reviewed to update this annex.
- **Kuna Municipal Code**—The municipal code was reviewed for the full capability assessment and for identifying opportunities for action plan integration.

The following outside resources and references were reviewed:

- **Hazard Mitigation Plan Annex Development Toolkit**—The toolkit was used to support the identification of past hazard events and noted vulnerabilities, the risk ranking, and the development of the mitigation action plan.

CITY OF KUNA



MERIDIAN

Liquefaction Potential

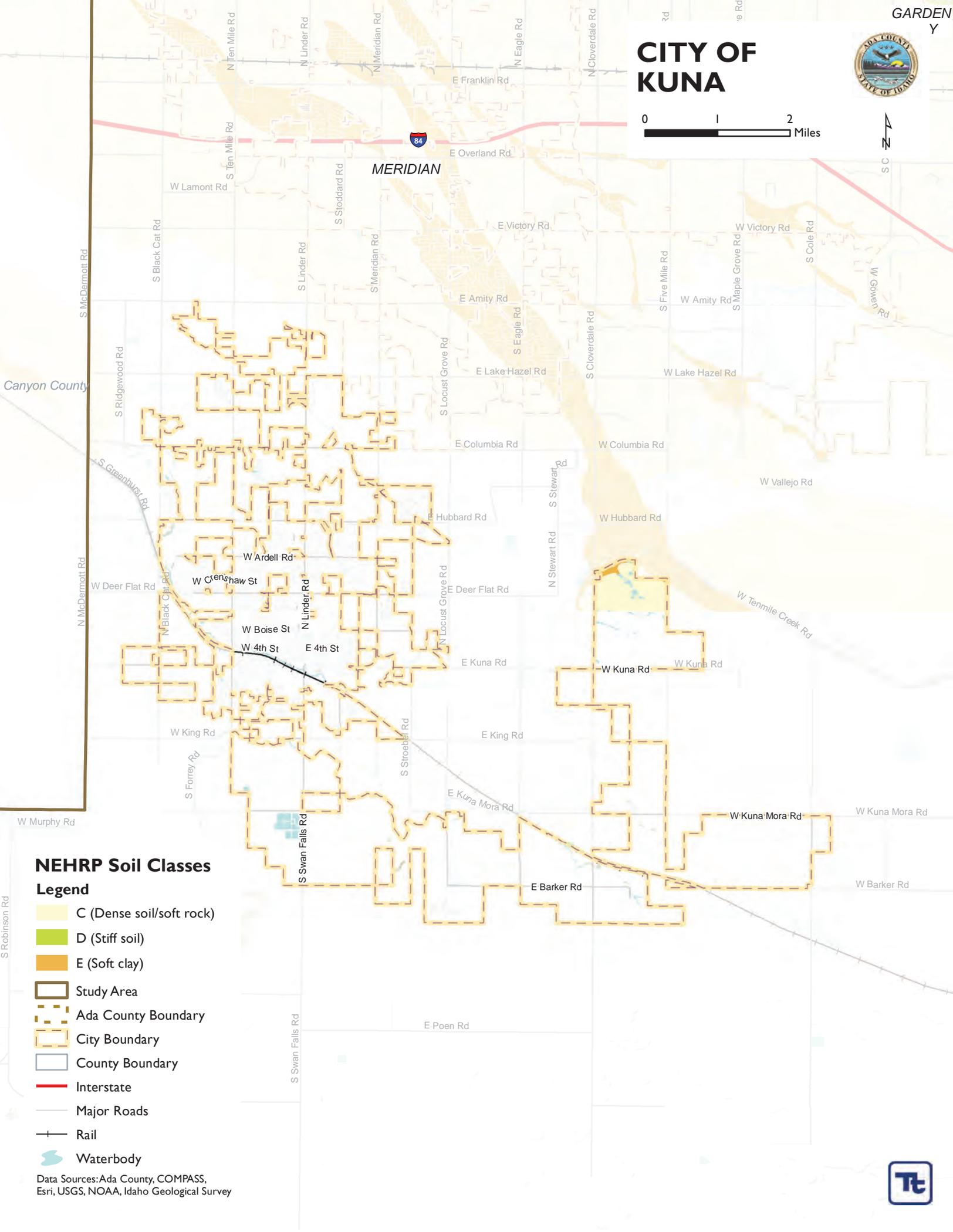
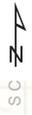
- Legend**
- Very Low
 - Low
 - Moderate
 - High
 - Very High
 - Study Area
 - Ada County Boundary
 - City Boundary
 - County Boundary
 - Interstate
 - Major Roads
 - Rail
 - Waterbody

Data Sources: Ada County, COMPASS, Esri, USGS, NOAA, Idaho Geological Survey





CITY OF KUNA



NEHRP Soil Classes Legend

-  C (Dense soil/soft rock)
-  D (Stiff soil)
-  E (Soft clay)
-  Study Area
-  Ada County Boundary
-  City Boundary
-  County Boundary
-  Interstate
-  Major Roads
-  Rail
-  Waterbody

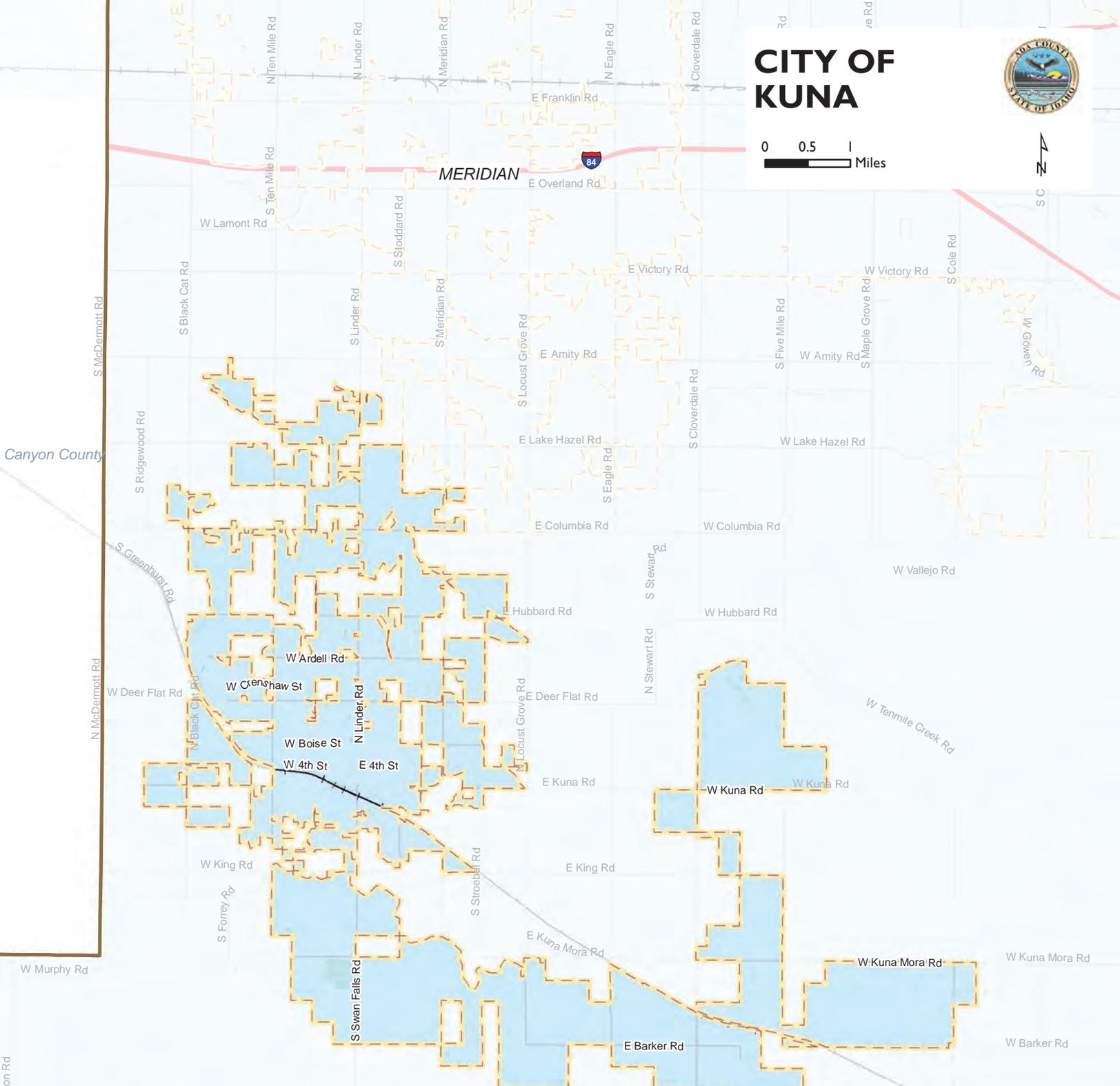
Data Sources: Ada County, COMPASS, Esri, USGS, NOAA, Idaho Geological Survey





CITY OF KUNA

0 0.5 1 Miles



100-Year Probabilistic Earthquake Scenario

Legend

Mercalli Intensity Scale

- IV (Light/None)
- V (Moderate/Very Light)
- VI (Strong/Light)
- VII (Very Strong/Moderate)
- VIII (Severe/Moderate-Heavy)
- IX (Violent/Heavy)

Intensity scale described as:
(perceived shaking / potential damage)

- Study Area
- Ada County Boundary
- City Boundary
- County Boundary
- Interstate
- Major Roads
- Rail
- Waterbody

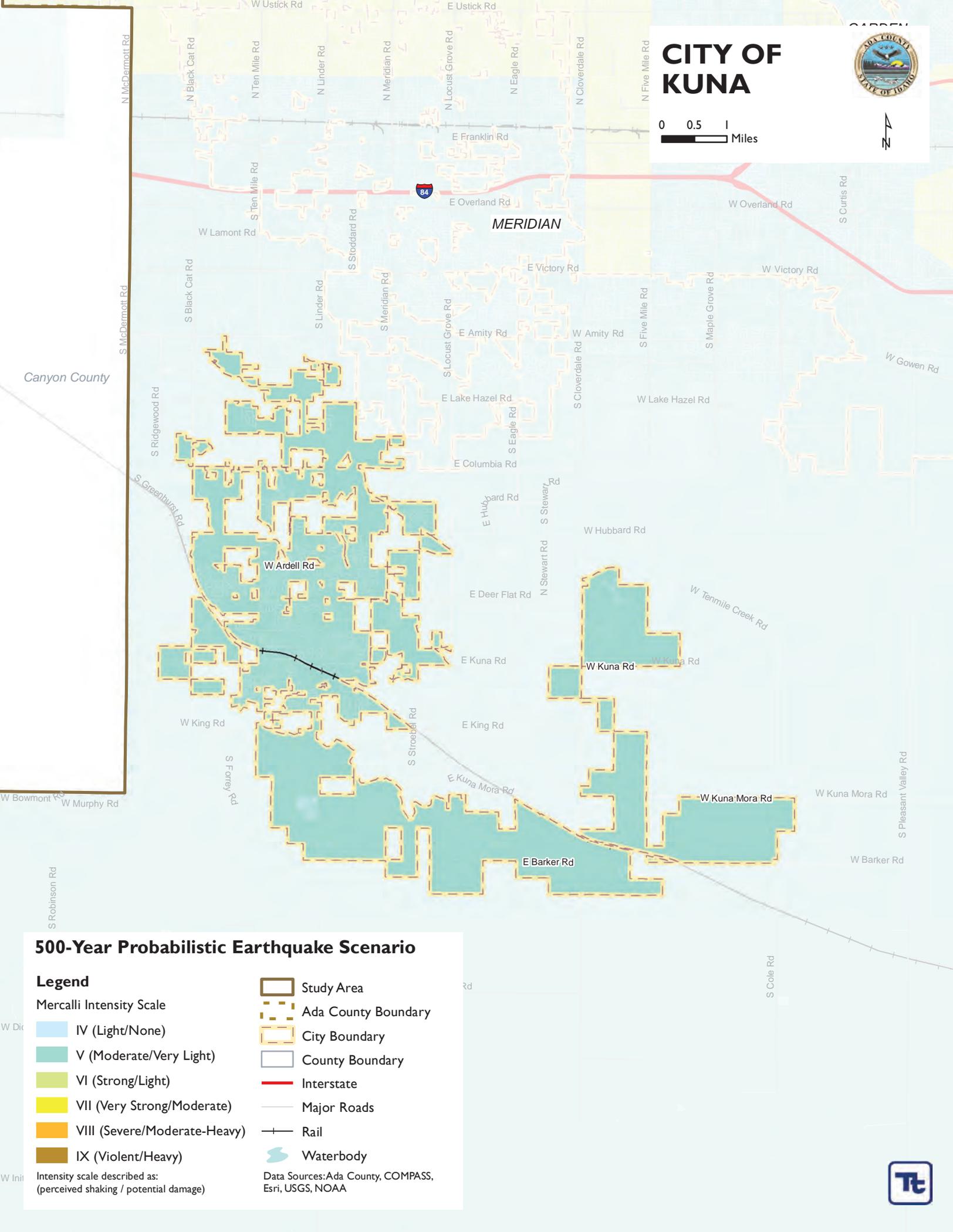
Data Sources: Ada County, COMPASS, Esri, USGS, NOAA





CITY OF KUNA

0 0.5 1 Miles



500-Year Probabilistic Earthquake Scenario

Legend

Mercalli Intensity Scale

- IV (Light/None)
- V (Moderate/Very Light)
- VI (Strong/Light)
- VII (Very Strong/Moderate)
- VIII (Severe/Moderate-Heavy)
- IX (Violent/Heavy)

Intensity scale described as:
(perceived shaking / potential damage)

- Study Area
- Ada County Boundary
- City Boundary
- County Boundary
- Interstate
- Major Roads
- Rail
- Waterbody

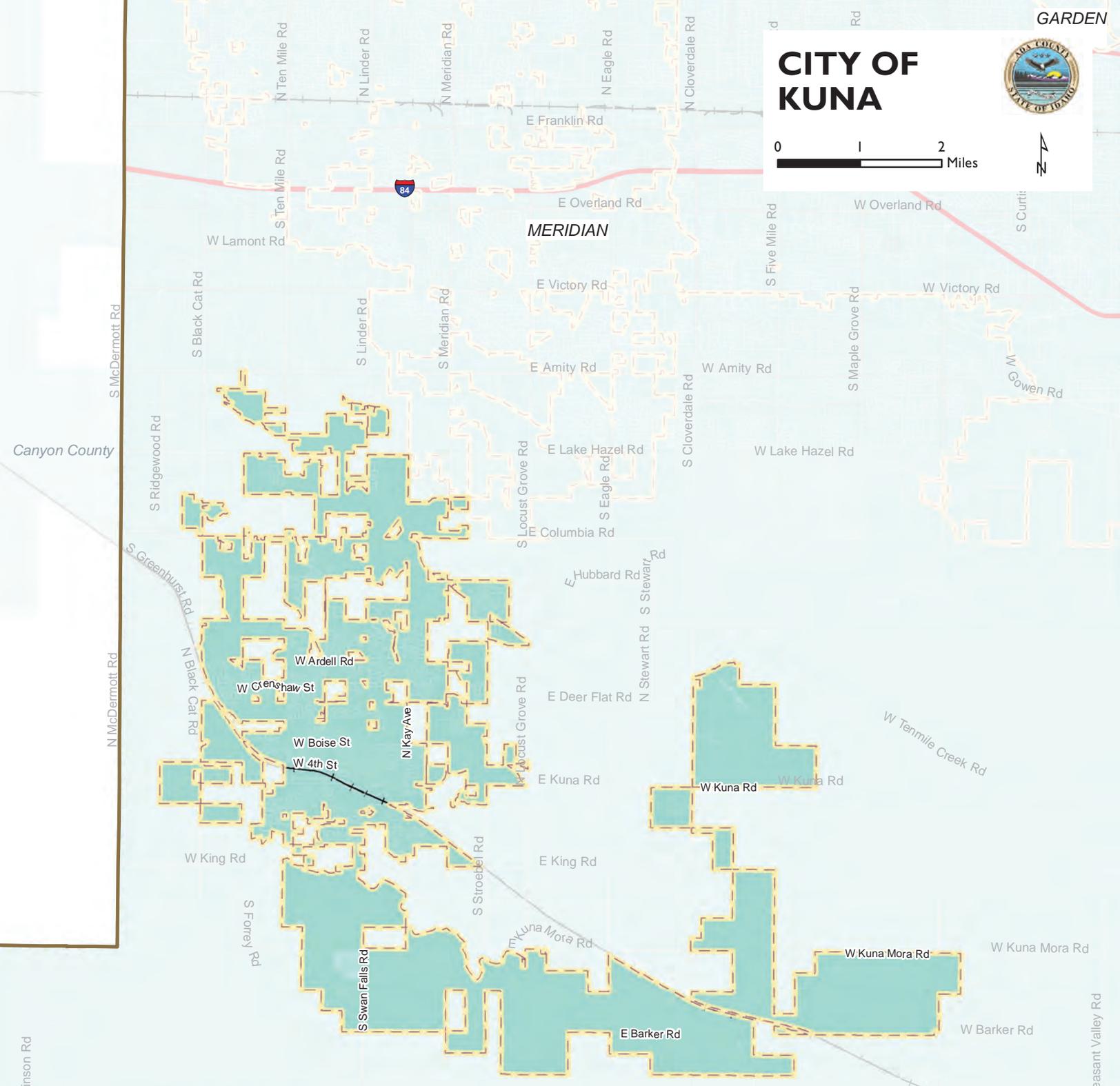
Data Sources: Ada County, COMPASS, Esri, USGS, NOAA





CITY OF KUNA

0 1 2 Miles



Big Flat-Jake Creek M6.81 Earthquake Scenario

Legend

Mercalli Intensity Scale

- IV (Light/None)
- V (Moderate/Very Light)
- VI (Strong/Light)
- VII (Very Strong/Moderate)
- VIII (Severe/Moderate-Heavy)
- IX (Violent/Heavy)

Intensity scale described as:
(perceived shaking / potential damage)

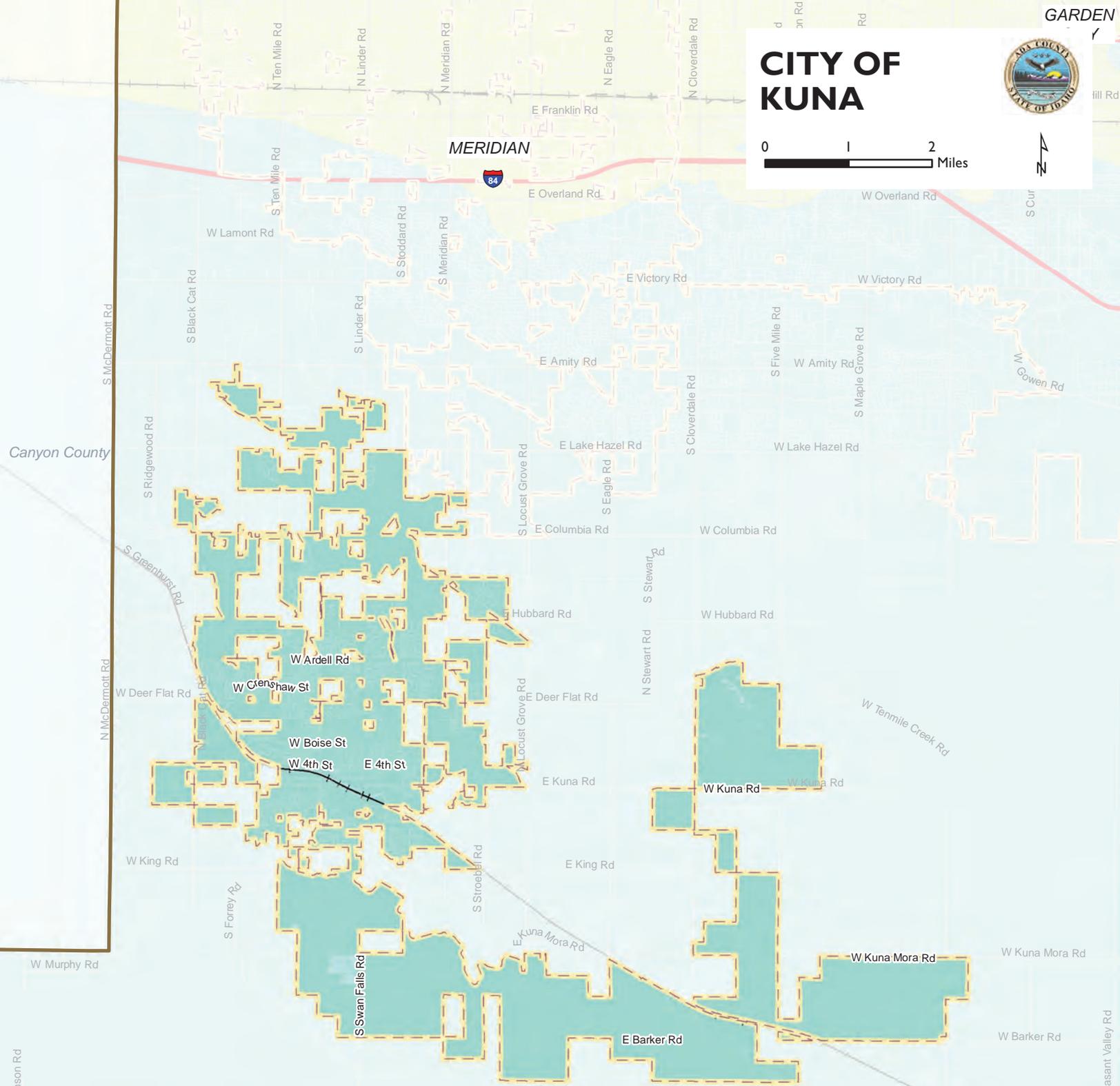
- Study Area
- Ada County Boundary
- City Boundary
- County Boundary
- Interstate
- Major Roads
- Rail
- Waterbody

Data Sources: Ada County, COMPASS, Esri, USGS, NOAA





CITY OF KUNA



Squaw Creek M7.03 Earthquake Scenario

Legend

Mercalli Intensity Scale

- IV (Light/None)
- V (Moderate/Very Light)
- VI (Strong/Light)
- VII (Very Strong/Moderate)
- VIII (Severe/Moderate-Heavy)
- IX (Violent/Heavy)

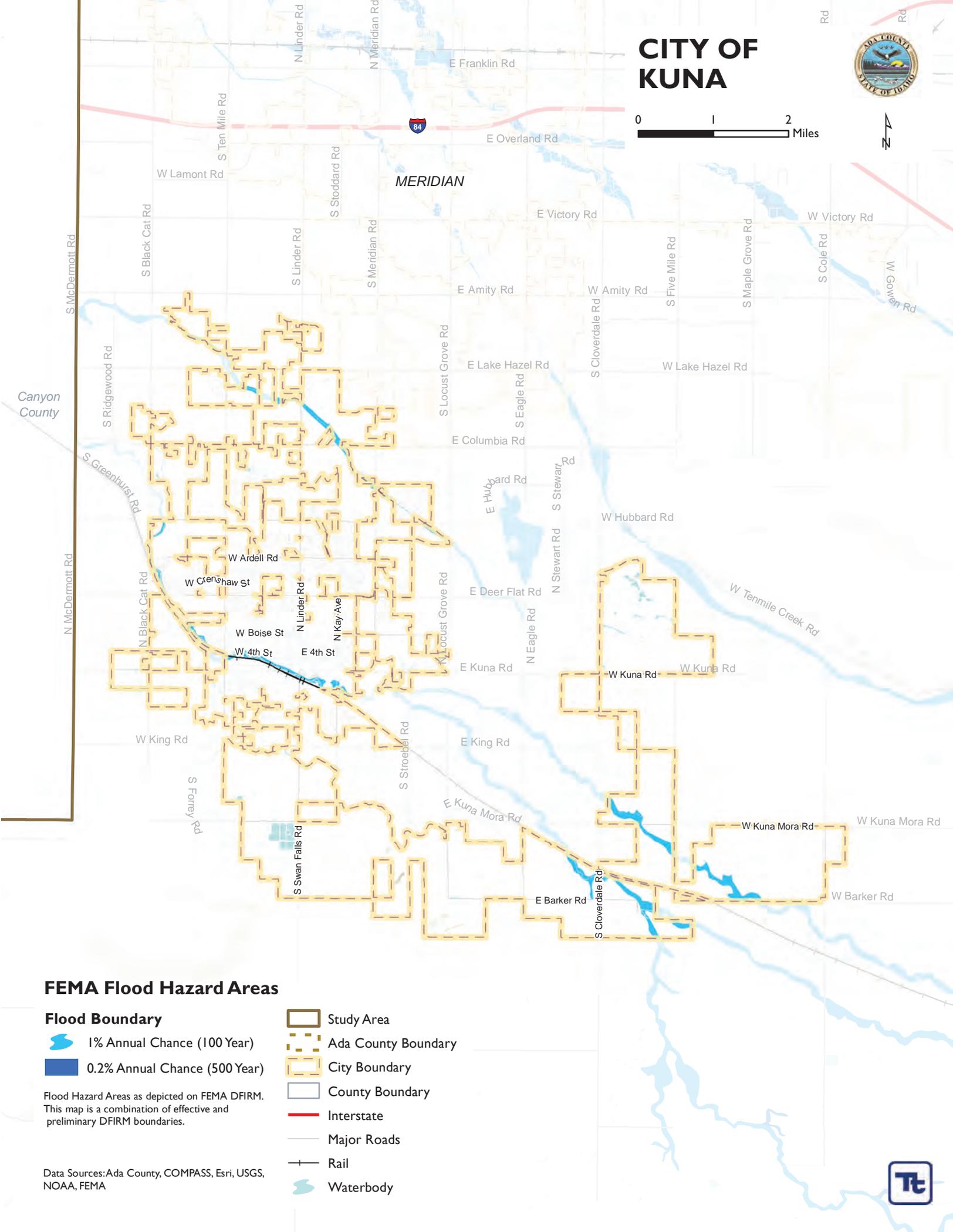
Intensity scale described as:
(perceived shaking / potential damage)

- Study Area
- Ada County Boundary
- City Boundary
- County Boundary
- Interstate
- Major Roads
- Rail
- Waterbody

Data Sources: Ada County, COMPASS, Esri, USGS, NOAA



CITY OF KUNA



FEMA Flood Hazard Areas

Flood Boundary

-  1% Annual Chance (100 Year)
-  0.2% Annual Chance (500 Year)

Flood Hazard Areas as depicted on FEMA DFIRM. This map is a combination of effective and preliminary DFIRM boundaries.

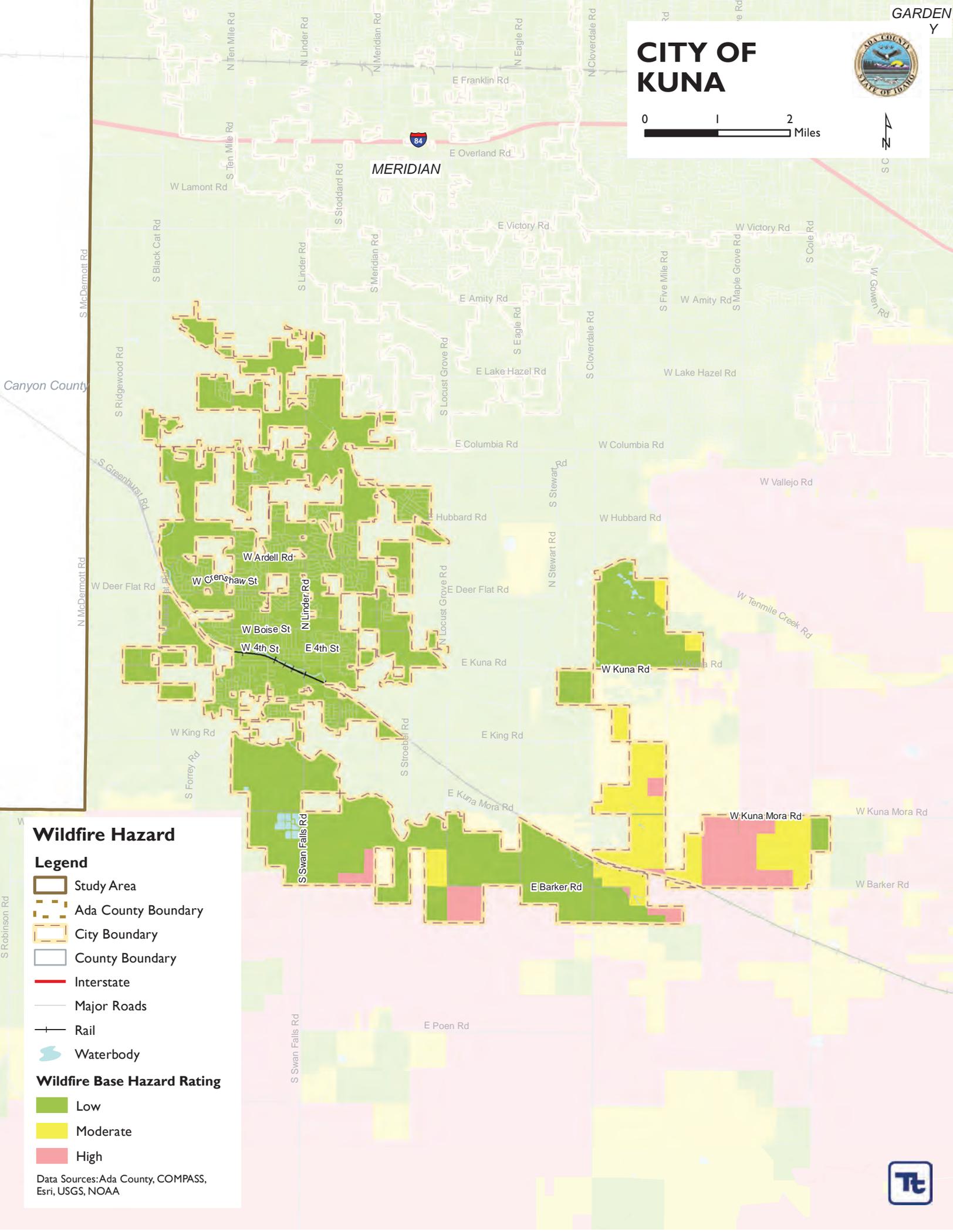
-  Study Area
-  Ada County Boundary
-  City Boundary
-  County Boundary
-  Interstate
-  Major Roads
-  Rail
-  Waterbody

Data Sources: Ada County, COMPASS, Esri, USGS, NOAA, FEMA





CITY OF KUNA



Wildfire Hazard

- Legend**
- Study Area
 - Ada County Boundary
 - City Boundary
 - County Boundary
 - Interstate
 - Major Roads
 - Rail
 - Waterbody

- Wildfire Base Hazard Rating**
- Low
 - Moderate
 - High

Data Sources: Ada County, COMPASS, Esri, USGS, NOAA



**RESOLUTION NO. R24-2023
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE REAL ESTATE LEASE AGREEMENT WITH SILVER BUTTE HOLSTEINS, INC. FOR THE LEASE OF THE CITY OF KUNA'S PROPERTY LOCATED AT SWAN FALLS ROAD, KUNA, IDAHO.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City of Kuna, Idaho is hereby authorized to execute the 2023-2024 Real Estate Lease Agreement between the City of Kuna and Silver Butte Holsteins, Inc. for the lease of the City of Kuna's property located at Swan Falls Road, Kuna, Idaho, as attached hereto and made a part hereof, as **Exhibit A**.

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of March, 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of March, 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

REAL ESTATE LEASE AGREEMENT

This Real Estate Lease Agreement (AGREEMENT), is between the City of Kuna, Idaho, (CITY) and Silver Butte Holsteins, Inc., an Idaho Corporation (SBH). The primary purpose of the Property (PROPERTY), as described by "APPENDIX A", is to provide a wastewater land application site for wastewater treatment and disposal in compliance with Wastewater Land Application Permit M-060-05 issued February 21, 2019 (PERMIT), as shown in "APPENDIX B". This AGREEMENT is subject to change based on any modifications made to PERMIT. CITY agrees, as reasonably practical, to protect SBH's crops growing upon the PROPERTY, but CITY reserves the right to destroy crops or otherwise interfere with SBH's farming operation if necessary, to maintain, operate or repair CITY's wastewater treatment and application facilities on the PROPERTY or to comply with any terms and conditions of CITY's PERMIT. CITY contacts are the Sewer Supervisor and the Public Works Director. The AGREEMENT terms are as follows:

1. CITY leases to SBH, and SBH leases from CITY, the PROPERTY as described by "APPENDIX A", attached hereto, consisting of approximately 400 farmable acres. The parties acknowledge that PROPERTY is located South of Kuna Mora Road and situated on both sides of Swan Falls Road, in Kuna, Ada County, Idaho.
2. RENT: SBH agrees to pay CITY rent for the 400 acres (355 farmable acres) of PROPERTY in the amount of \$90,000.00, or \$225 per acre yearly. Rent is payable in twelve (12) equal monthly installments of \$7,500.00 due and payable by the 10th day of each month.
3. TERM: The term of this lease is for the period commencing on March 1, 2023 and terminating on February 29, 2024; if this lease is renewed, as provided for herein, the renewal term shall be twelve (12) months, commencing on March 1, of each year, and ending on February 28, of the following year, and any subsequent renewal terms, under the following conditions:
4. CITY'S OBLIGATIONS: CITY agrees to the following at its expense:
 - a. Provide the treated wastewater effluent to be used as irrigation water on the PROPERTY.
 - b. Pay Idaho Power for the electricity to operate the pump used to pump the treated wastewater effluent from the lagoon for use as irrigation water on the PROPERTY; however, SBH shall reimburse CITY for the electrical cost as factored into the LEASE payment.
 - c. Bill SBH for electricity to operate the well pumps and center pivots and adjust the average kWh in non-growing season, as defined by PERMIT, annually with each lease renewal.

REAL ESTATE LEASE AGREEMENT

- d. Provide perimeter weed control by discing and rodent pest control measures by trapping and spraying in the buffer zones, as defined in PERMIT, if needed.
 - e. Provide signage and adequate fencing per State regulations for a wastewater reuse facility, as defined by PERMIT.
 - f. Provide irrigation center pivots and wheel lines and their associated parts.
 - g. Provide parts and labor necessary for maintenance and repair of the irrigation mainlines.
 - h. Review and respond to all SBH requests to apply commercial fertilizer, manure, or compost material within two (2) weeks of planned application by SBH.
 - i. Inventory tools and equipment biannually; before and after growing season, as defined in PERMIT.
5. SBH'S OBLIGATIONS: SBH agrees to:
- a. Prohibit unauthorized persons from entering the PROPERTY including gate connected and secured.
 - b. Provide all equipment, materials, and labor (omitting those provided by CITY) necessary to plant, cultivate, grow, and harvest alfalfa, grain or other crops, not detrimental to the primary purpose of the PROPERTY.
 - c. Provide CITY with written seasonal plan including cropping plan, field maintenance, and fertilizer application at the start of the growing season. The seasonal plan may be subject to city approval to conform to permit requirements.
 - d. Secure and winterize, or pay for CITY to secure and winterize center pivots and irrigation wheels and other equipment before periods of inclement weather and before start of non-growing season, as defined by PERMIT. Damage to equipment or equipment failure (including fences and gates) from inadequate maintenance shall be repaired at SBH's expense. Documentation (such as receipts, date of completion, etc.) will need to be provided.
 - e. Coordinate with Sewer Supervisor to pay for any City tools, used parts, and equipment missing from City's biannual inventory.

REAL ESTATE LEASE AGREEMENT

- f. Weigh harvested crops immediately following harvest. An acceptable method is by truck scale. The crop harvest should be reported to CITY as 'wet' yield and 'dry' yield in lbs/ac or tons/ac.
 - g. Request CITY's approval to apply any nitrogen- or phosphorus-based fertilizers or manure to PROPERTY at least two (2) weeks in advance of planned application. SBH's request shall include a laboratory certified copy of manure composition.
 - h. Prohibit manure stockpiling for more than 30 days on the PROPERTY. Any manure stored on property shall be used for PROPERTY only. Manure composition shall be tested at a certified laboratory and applied at the agronomic rate of the selected crop to conform with PERMIT. If found out of compliance, SBH shall be charged any fees given from the authority having jurisdiction and/or a minimum of \$250 per day, subject to incremental increases, until corrected.
 - i. Provide CITY with nitrogen and phosphorus application rates, reported as lb/ac/yr for any fertilizer to be applied to PROPERTY.
 - j. Provide CITY immediately after each harvest with crop type, harvest date, sample collection date, harvested acreage, as-harvested field moisture content, as-harvested 'wet' and 'dry' yield and tonnage of harvested crops for each field and each cutting.
 - k. Provide CITY with the sources and amount of water from each source applied to each field on a daily basis.
 - l. Provide labor necessary for maintenance and repair of the irrigation center pivots, wheel lines, and risers. Maintain pivot ruts as needed.
 - m. Provide and pay for any and all maintenance and operation items including but not limited to pivot system licensing fees, gas and oil for the Mazda truck and 4-wheeler. Side-by-side is for CITY use only.
 - n. Provide adequate clean up after self and subcontractor(s).
6. ADDITIONAL TERMS: SBH acknowledges and agrees that the PROPERTY is subject to certain terms as contained in PERMIT and its terms are fully incorporated herein, and SBH has reviewed a copy of PERMIT and agrees to fully comply with its terms and conditions. SBH further acknowledges and agrees that the PROPERTY is first and foremost a wastewater land application site and that such use shall be given priority over any farming operation on the PROPERTY. This lease may be terminated by either party with 6-months advance written notification.

REAL ESTATE LEASE AGREEMENT

7. REIMBURSEMENTS- END OF LEASE: In the event this lease is not renewed by CITY, for any reason other than a requested rent increase or decrease, SBH shall be entitled to reimbursement for existing viable alfalfa for the cost of planting alfalfa. Alfalfa is presumed to be viable for four (4) cropping seasons following its planting. The cost of planting shall be limited to reasonable equipment costs for up to two (2) discing passes, one (1) conditioning pass and one (1) drill pass, plus the cost of seed. The costs reimbursable shall be limited to 25% of planting cost per viable year remaining. No reimbursement shall be provided after the fourth (4th) year of viability.
8. REIMBURSEMENTS- BREACH OF LEASE: In the event SBH breaches any of the terms of this lease, including non-payment of the lease amounts, or untimely payments of the lease amounts or the performance or non-performance of farming operations in a manner to cause CITY to violate the terms and conditions of its PERMIT, CITY may terminate AGREEMENT, charge SBH for any associated fines, assume operations being performed by SBH upon the PROPERTY and shall not be liable for payment of reimbursements as provided in paragraph 7 or any other reimbursement payment sought by SBH.
9. WARRANTIES: There are no warranties by CITY and SBH, in executing this lease, is relying upon its own judgment, information, and inspection of the PROPERTY.
10. INSURANCE: SBH agrees to provide evidence of liability insurance and Worker's Compensation Insurance coverage for CITY's farming operation, such as an Acord Form or copy of policy; said coverage to include SBH's agents and employees, and cover all activities upon the PROPERTY and the use of all vehicles and equipment used on the PROPERTY. The liability insurance limits, at a minimum, shall be \$2,000,000.00 general aggregate and \$1,000,000.00 each occurrence. CITY shall be named as a co-insured on Accord Form.
11. ALTERATIONS AND IMPROVEMENTS: No alteration, additions or improvements shall be made to the barn, storage shed, or any other structures, nor any sign placed upon the leased premises by SBH without first obtaining the written consent of CITY. All alterations, additions or improvements made by SBH shall be the PROPERTY of CITY and surrendered with the premises at termination of this lease.
12. ENTRY BY CITY: CITY shall have the right to enter the leased premises at any reasonable time to examine the same and determine the maintenance and state of repair.
13. INDEMNIFICATION: SBH agrees to indemnify, defend, and hold harmless CITY, and its officers, agents and employees, from and against any and all claims, losses, actions, or

REAL ESTATE LEASE AGREEMENT

judgments for damages or injury to persons or PROPERTY arising out of or in connection with the acts and/or any performances or activities of SBH, SBH's agents, employees, or representatives under this AGREEMENT.

14. TIME OF ESSENCE AND DEFAULT: Time is of the essence of this agreement. If SBH defaults in any of the terms of this agreement for a period of ten (10) days after written notice of default has been sent by CITY, then CITY, may request payment for the associated damaged equipment and/or facilities, including a 15% administrative fee. If SBH fails to correct the item, SBH shall be charged any associated fees and a minimum of \$250 per day, subject to incremental increases, until the item is corrected. The CITY at its option and in addition to all other legal and equitable remedies, may declare this lease forfeited and terminated and re-enter and repossess the leased premises. Upon such forfeiture and termination, all rights of SBH under this agreement shall immediately terminate.
15. ASSIGNMENT OR SUBLETTING PROHIBITED: SBH shall not assign this lease nor sublet the whole or any part thereof without the written consent of CITY.
16. USE OF PROPERTY: SBH will only use the PROPERTY in a way that is in compliance with PERMIT or any management plan CITY has entered into with any governmental entity. AGREEMENT is subject to change based on PERMIT or management plan modifications. SBH shall at all times comply with all laws, regulations and ordinances, in effect or as may become effective during the term of this lease. The SBH'S use of the PROPERTY shall not be changed without the consent of CITY.
17. ENTIRE AGREEMENT: This is the entire agreement of the parties and can only be modified or amended in writing by the parties.
18. ATTORNEY FEES: If action is brought to enforce the terms or provisions of this lease, or to enforce forfeiture for default, or to collect damages for breach, the prevailing party in such action shall be entitled to recover from the losing party reasonable attorney fees together with costs authorized by law.
19. SERVICE OF NOTICES: Any notice may be served upon CITY by certified mail to CITY at:

REAL ESTATE LEASE AGREEMENT

City Clerk
c/o City of Kuna, Idaho
Post Office Box 13
Kuna, Idaho 83634;

And any notice may be served upon SBH by certified mail to SBH at:

Brian Merrell
c/o Silver Butte Holsteins, Inc.
1580 W. Kuna Cave Road
Kuna, Idaho 83634
brian@silverbutte.com
208-957-1978

Service of a notice by certified mail shall be deemed complete upon the date of the postmark by certified mail. Either party may change the address for services of notice by written notice to the other party.

DATED this 22nd day of February, 2023.

CITY:

SBH:

By _____
Joe L. Stear, Mayor
City of Kuna, Idaho

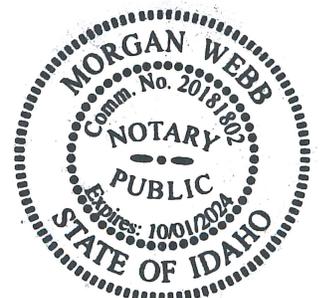
By Mame Bear
Name & Title President
Silver Butte Holsteins, Inc.

ATTEST:

WITNESS:

Kuna City Clerk

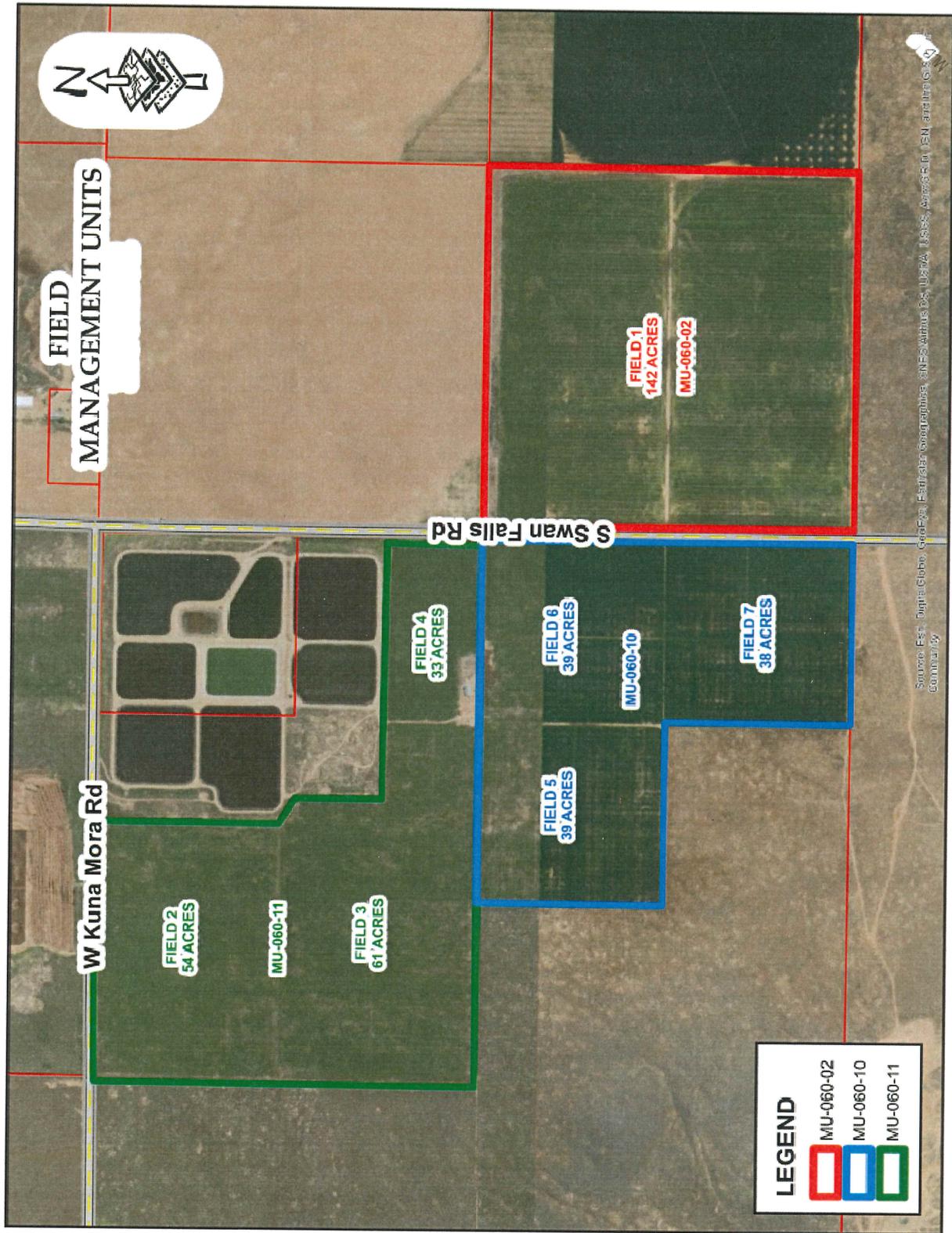
Morgan Webb



REAL ESTATE LEASE AGREEMENT

APPENDIX A **Field Management Unit Map**

REAL ESTATE LEASE AGREEMENT



REAL ESTATE LEASE AGREEMENT

APPENDIX B

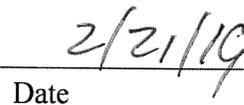
**IDAHO WASTEWATER REUSE PERMIT NO. M-060-05
ISSUED FEBRUARY 21, 2019**

Idaho Department of Environmental Quality Reuse Permit M-060-05

(Previous Permit No. LA-000060-04)

The City of Kuna (hereafter "permittee") is hereby authorized to construct, install, and operate a reuse facility in accordance with (1) this permit; (2) IDAPA 58.01.17 "Recycled Water Rules"; (3) an approved plan of operation; and (4) all other applicable federal, state, and local laws, statutes, and rules. This permit is effective from the date of signature and expires on **February 21, 2029**.


Signature


Date

Aaron Scheff
Regional Administrator
Boise Regional Office
Idaho Department of Environmental Quality

Idaho Department of Environmental Quality
Boise Regional Office
1445 N. Orchard Street, Boise Idaho 83706
208-373-0550

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1. Common Acronyms/Abbreviations and Definitions

bgs	below ground surface
CA	compliance activity
CFU	colony forming units
COD	chemical oxygen demand
cwt	a unit of weight measurement equal to 100 pounds
DEQ	Idaho Department of Environmental Quality
director	DEQ director or designee unless otherwise specified
E _i	irrigation efficiency
EPA	United States Environmental Protection Agency
FM	prefix for flow measurement/monitoring location, device, or method reporting serial number
GW	prefix for ground water reporting serial number
IDAPA	Numbering designation for all administrative rules in Idaho promulgated according to the Idaho Administrative Procedure Act
IDWR	Idaho Department of Water Resources
IWR	irrigation water requirement — any combination of wastewater and supplemental irrigation water applied at rates commensurate to the moisture requirements of the crop, and calculated monthly during the growing season.
lb	pound
LG	prefix for lagoon reporting serial number
material change	a change in a document required by this permit that would impact DEQ's ability to ensure compliance and protect human health and the environment
µmhos/cm	micromhos per centimeter
MG	million gallons
mg/kg	milligram per kilogram
mg/L	milligram per liter
mL	milliliter
MPN	most probable number
MU	management unit, prefix for management unit reporting environmental serial number
NPDES	National Pollutant Discharge Elimination System
N	nitrogen

ppm	parts per million
P	phosphorus
PO	plan of operation
QAPP	quality assurance project plan
responsible official	facility contact person authorized by the permittee to communicate with DEQ on behalf of the permittee on any matter related to the permit, including without limitation, the authority to communicate with and receive notices from DEQ regarding notices of violation or non-compliance, permit violations, permit enforcement, and permit revocation. The responsible official provides written certification of permit application materials, annual report submittals, and other information submitted to DEQ as required by the permit. Any notice to or communication with the responsible official is considered a notice to or communication with the permittee. The responsible official may designate an authorized representative to act as the facility contact person for any of the activities or duties related to the permit, except signing and certifying the permit application, which must be done by the responsible official. The authorized representative shall act as the responsible official and shall bind the permittee as described in this definition. Designation of the authorized representative shall follow the requirements specified in section 6.1.3 of the permit.
SU	prefix for soil monitoring unit reporting serial number
SW	prefix for supplemental irrigation water reporting serial number
WW	prefix for wastewater reporting serial number
yr	year

2. Facility Information

Information Type	Information Specific to This Permit
Type(s) of recycled water	Class C Municipal Wastewater
Method of treatment and reuse	Aerated and Facultative Lagoons, and Slow Rate Land Application Allowable land application area = 354 acres NGS volume allowance = 4.74 inches Design Flow / Actual Flow = 3.5 MGD / 0.60 MGD
Collection and treatment system classification	Wastewater collection system classification: Class IV (as of 2014) Wastewater treatment system classification: Class II
Facility location	3400 S. Swan Falls Road, Kuna, Idaho 83634 Ada County (208) 573-7672 The facility is located at the southwest corner of the intersection of West Kuna-Mora Road with South Swan Falls Road.
Facility mailing address	P.O. Box 13 Kuna, ID 83634
Facility responsible official and authorized representative	Responsible Official: The Honorable Joe Stear, Mayor, City of Kuna P.O. Box 13 Kuna, ID 83634 (208) 922-5546 Authorized Representative: Thomas B. Shaffer, Jr. , Wastewater Treatment Plant Foreman P.O. Box 13 Kuna, ID 83634 (208) 287-1729 tshaffer@kunaid.gov Notify DEQ within 30 days if a change in personnel occurs for any of the facility contacts. DEQ will issue a minor permit modification to confirm the change.
Ground water	199 feet bgs

Surface water	<p>Indian Creek approximately 11,000 feet to the north. Beneficial uses: cold water aquatic life and secondary contact recreation (IDAPA 58.01.02). This is HUC 17050114, Lower Boise Subbasin, Unit SW-3b. Also agricultural water supply, industrial water supply, wildlife habitats, and aesthetics (IDAPA 58.01.02.100.03, 04, and 05).</p> <p>Mora Canal approximately 4,700 feet to the north. No designated beneficial uses. Presumed beneficial use protections: cold water aquatic life and primary contact recreation (IDAPA 58.01.02.101). Also agricultural water supply, industrial water supply, wildlife habitats, and aesthetics (IDAPA 58.01.02.100.03, 04, and 05).</p>
---------------	---

3. Compliance Schedule for Required Activities

Compliance Activity (CA) Number and Completion Due Date	Compliance Activity Description
CA-060-01 Ninety (90) days after the date of issuance of the permit	<p>Plan of Operation (PO): The permittee shall submit to DEQ for review and approval an updated PO that includes:</p> <ul style="list-style-type: none"> a) A description of how hydraulic loading to each field of each MU is planned, measured, controlled, and calculated. b) A map with correct MU labels, modifying the incorrect MU designations labeled for Fields 2 through 7 included in the previous PO. c) A plan for assessing sludge buildup in all active lagoons and a schedule for completing the work. <p>The PO shall be updated as needed throughout the permit term to reflect current operations. The permittee shall notify DEQ of material changes to the PO and copies shall be kept on site and made available to DEQ upon request.</p>
CA-060-02 Ninety (90) days after the date of issuance of the permit	<p>Updated Quality Assurance Project Plan (QAPP): The permittee shall update and implement a QAPP that incorporates all monitoring and reporting required by this permit. A copy of the updated QAPP along with written notice that the permittee has implemented the QAPP shall be provided to DEQ.</p>

Compliance Activity (CA) Number and Completion Due Date	Compliance Activity Description																				
CA-060-03 As specified	<p>Seepage Testing: The following table shows the date by which the permittee shall complete seepage testing on the specified lagoons:</p> <table border="1" data-bbox="472 478 1325 995"> <thead> <tr> <th>Lagoon:</th> <th>Seepage Test Due Date:</th> </tr> </thead> <tbody> <tr> <td>LG-060-02</td> <td>May 31, 2019</td> </tr> <tr> <td>LG-060-03</td> <td>Complete necessary repairs and conduct seepage testing by May 31, 2019</td> </tr> <tr> <td>LG-060-04</td> <td>May 31, 2028</td> </tr> <tr> <td>LG-060-05</td> <td>May 31, 2019</td> </tr> <tr> <td>LG-060-06</td> <td>May 31, 2027</td> </tr> <tr> <td>LG-060-07</td> <td>May 31, 2019</td> </tr> <tr> <td>LG-060-08</td> <td>Future Lagoon</td> </tr> <tr> <td>LG-060-09</td> <td>May 31, 2026</td> </tr> <tr> <td>LG-060-10</td> <td>May 31, 2027</td> </tr> </tbody> </table> <p>Submit to DEQ for review and approval a proposed schedule and procedure for performing the required seepage tests at least 45 days before to the planned seepage test. The seepage test procedures shall be sealed by the Idaho licensed professional engineer or professional geologist in responsible charge for the test.</p> <p>Seepage tests shall be completed according to the procedures approved by DEQ. The seepage test report shall be sealed by the Idaho licensed professional engineer or professional geologist in responsible charge and submitted to DEQ within 90 days after completion of the seepage test.</p> <p>Allowable seepage rates can be found in IDAPA 58.01.16.493.03. Requirements for lagoons leaking above the allowable amount are outlined in IDAPA 58.01.16.493.04.</p>	Lagoon:	Seepage Test Due Date:	LG-060-02	May 31, 2019	LG-060-03	Complete necessary repairs and conduct seepage testing by May 31, 2019	LG-060-04	May 31, 2028	LG-060-05	May 31, 2019	LG-060-06	May 31, 2027	LG-060-07	May 31, 2019	LG-060-08	Future Lagoon	LG-060-09	May 31, 2026	LG-060-10	May 31, 2027
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LG-060-08	Future Lagoon																				
LG-060-09	May 31, 2026																				
LG-060-10	May 31, 2027																				
CA-060-04 18 months prior to the expiration date of the permit	<p>Pre-application Conference: If the permittee intends to continue operating the reuse facility beyond the expiration date of this permit, the permittee shall contact DEQ and schedule a pre-application conference to discuss the compliance status of the facility and the content required for the reuse permit application package.</p>																				
CA-060-05 One (1) year prior to the expiration date of the permit	<p>Renewal Permit Application: The permittee shall submit to DEQ a complete permit renewal application package that fulfills the requirements specified in CA-060-04 and identified at the pre-application conference.</p>																				

4. Permit Limits and Conditions

4.1 Management Unit Descriptions

Serial Number	Description	Irrigation System Type and Irrigation Efficiency (E _i)	Maximum Acres ^a Allowed
MU-060-02	Field 1	Wheel line sprinkler system (E _i = 0.70) Center pivot (E _i = 0.85)	142
MU-060-10	Field 2, north field, west of pond system (54 acres) Field 3, south field, west of pond system (61 acres) Field 4, south of pond system (33 acres)	Wheel line sprinkler system (E _i = 0.70) Center pivot (E _i = 0.85)	148
MU-060-11	Field 5, south of fields 3 and 4 (40 acres) Field 6, south of field 4 (38 acres) Field 7, south of field 6 (38 acres)	Wheel line sprinkler system (E _i = 0.70) Center pivot (E _i = 0.85)	116
Total acreage			406

- a. Maximum acres represent the total permitted acreage of the MU as provided by the permittee. If the permittee uses less acreage in any season or year, then loading rates shall be presented and compliance shall be determined based on the actual acreage used during each season or year.

4.2 Hydraulic Loading Limits

Serial Number	Growing Season Hydraulic Loading	Nongrowing Season Maximum Hydraulic Loading (inches) ^a
MU-060-02	Substantially at the IWR ^b	4.74
MU-060-10	Substantially at the IWR ^b	Not allowed
MU-060-11	Substantially at the IWR ^b	Not allowed

- a. Record daily, as necessary, abnormal conditions as a result of nongrowing season application including ponding, excessive ice buildup, or runoff from the permitted site.
 b. For compliance purposes, the method for calculating the IWR shall be specified in the PO.

4.3 Constituent Loading Limits

Serial Number	Constituent Loading from All Sources
	Nitrogen (lb/acre)
MU-060-02	125% of typical crop uptake ^a
MU-060-10	125% of typical crop uptake ^a
MU-060-11	125% of typical crop uptake ^a

a. Typical crop uptake is the median constituent crop uptake from the three most recent years the crop has been grown. For crops having fewer than three years of on-site crop uptake data, other crop yield data or nutrient content values may only be used if DEQ provides written approval before use.

4.4 Management Unit Buffer Zones

Serial Number	Buffer Distances (feet) from Management Units					
	Public Water Supplies	Private Water Supplies	Inhabited Dwellings	Permanent and Intermittent Surface Water	Irrigation Ditches and Canals	Areas Accessible to the Public
MU-060-02 MU-060-10 MU-060-11	1,000	500	300	100	50	0

4.5 Other Permit Limits and Conditions

Category	Permit Limits and Conditions
Growing season	March 1 through October 31 (245 days)
Nongrowing season	November 1 through February 28/29 (120/121 days)
Reporting year for annual loading rates	November 1 through October 31
Operator certification and endorsement	The wastewater treatment facility and reuse system shall be operated by personnel certified and licensed in the State of Idaho wastewater operator training program at the operator class level specified in IDAPA 58.01.16.203 and properly trained to operate and maintain the system.
Disinfection limits in recycled water	Class C: The median number of total coliform organisms does not exceed 23 total coliform organisms/100 mL, as determined from the bacteriological results of the last five (5) days for which analyses have been completed. No sample shall exceed 230 total coliform organisms/100 mL in any confirmed sample.
Crop or vegetation allowed	Refer to the Cropping Plan in the Plan of Operation.
Grazing	Prior to grazing, the permittee shall submit a grazing management plan and receive written approval from DEQ.
Posting	Signs shall read "Warning: Recycled Water—Do Not Enter," or equivalent signage both in English and Spanish. Signs to be posted every 500 feet and at each corner of the outer perimeter of the irrigated site. Signs are required where management unit border areas are accessible to the public.
Fencing	MU-060-02, MU-060-10, and MU-060-11: three-wire fencing
Construction plans	Pursuant to Idaho Code §39-118, IDAPA 58.01.16, and IDAPA 58.01.17, detailed plans and specifications shall be submitted to DEQ for review and approval before construction, modification, or expansion of any wastewater treatment, storage, conveyance structures, ground water monitoring wells, or reuse facility. Inspection requirements shall be satisfied and within 30 days of completion of construction, the permittee shall submit as-built plans or a letter from an Idaho professional engineer certifying the facilities or structures were constructed in substantial accordance with the approved plans and specifications.
Records retention requirements	Keep records generated to meet the requirements of this permit for the duration of permit, including administrative extensions, plus 2 years.

5. Monitoring Requirements

5.1 Recycled Water and Supplemental Irrigation Water Sampling and Analyses

5.1.1 Constituent Monitoring

Monitoring Point Serial Number and Location	Sample Description	Sample Type and Frequency	Constituents (mg/L unless otherwise specified)
WW-060-01 MU-060-02 pivot tower sampling port, post-disinfection, of recycled water + supplemental irrigation water to land application	Recycled water to MU-060-02 (East Farm)	Once weekly (during periods of land application)	Total Chlorine Total Coliform (CFUs or MPN per 100 mL)
WW-060-02 MU-060-10 pivot tower sampling port, post-disinfection, of recycled water + supplemental irrigation water to land application	Recycled water to MU-060-10 and MU-060-11 (West Farm)	Once weekly (during periods of land application) ^a .	Total Chlorine Total Coliform (CFUs or MPN per 100 mL)
WW-060-03 MU-060-11 pivot tower sampling port, post-disinfection, of recycled water + supplemental irrigation water to land application	Recycled water to MU-060-11 (West Farm)	Once weekly (during periods of land application) ^a .	Total Chlorine Total Coliform (CFUs or MPN per 100 mL)
WW-060-01 MU-060-02 pivot tower sampling port, post-disinfection, of recycled water + supplemental irrigation water to land application	Recycled water to MU-060-02 (East Farm)	Grab/monthly (during periods of land application)	Total Kjeldahl nitrogen, as N Nitrite + nitrate-nitrogen, as N Total phosphorus, as P Total Dissolved Solids Volatile Dissolved Solids Total Suspended Solids Chemical Oxygen Demand pH (SU)
WW-060-02 MU-060-10 pivot tower sampling port, post-disinfection, of recycled water + supplemental irrigation water to land application	Recycled water to MU-060-10 and MU-060-11 (West Farm)	Grab/monthly (during periods of land application) ^a .	Total Kjeldahl nitrogen, as N Nitrite + nitrate-nitrogen, as N Total phosphorus, as P Total Dissolved Solids Volatile Dissolved Solids Total Suspended Solids Chemical Oxygen Demand pH (SU)
WW-060-03 MU-060-11 pivot tower sampling port, post-disinfection, of recycled water + supplemental irrigation water to land application	Recycled water to MU-060-11 (West Farm)	Grab/monthly (during periods of land application) ^a .	Total Kjeldahl nitrogen, as N Nitrite + nitrate-nitrogen, as N Total phosphorus, as P Total Dissolved Solids Volatile Dissolved Solids Total Suspended Solids Chemical Oxygen Demand pH (SU)
SW-060-01 Discharge point of supplemental irrigation water from the Process Well	Supplemental Irrigation Water (Process Well)	Annually in July, and Grab/monthly (when only supplemental irrigation water is directly land applied)	Nitrate-nitrogen, as N Total Dissolved Solids Chloride

- a. Take samples from WW-060-02 during months when land application occurs at MU-060-10. Take samples from WW-060-03 if the only land application at the West Farm occurs at MU-060-11.

Monitoring Point Serial Number and Location	Sample Description	Sample Type and Frequency	Constituents (mg/L unless otherwise specified)
SW-060-02 Discharge point of supplemental irrigation water from the West Well	Supplemental Irrigation Water (West Well)	Annually in July, and Grab/monthly (when only supplemental irrigation water is directly land applied)	Nitrate-nitrogen, as N Total Dissolved Solids Chloride

5.1.2 Management Unit and Other Flow Monitoring

Management Unit or Flow Measurement Serial Number and Location	Sample Description	Sample Type and Frequency	Parameters, each MU
FM-060-01 Effluent Flow Meter 1 at Effluent Pump 1	Recycled water flow from LG-060-05	Daily meter reading, Monthly compilation of data	Volume (Gal/Day) Volume (MG/month)
FM-060-04 Effluent Flow Meter 4 at Effluent Pump 2	Recycled water flow from LG-060-09 or LG-060-10	Daily meter reading, Monthly compilation of data	Volume (Gal/Day) Volume (MG/month)
FM-060-05 Effluent Flow Meter 5 at Effluent Pump 3	Recycled water flow from LG-060-09 or LG-060-10	Daily meter reading, Monthly compilation of data	Volume (Gal/Day) Volume (MG/month)
FM-060-02 Supplemental Irrigation Water from Flow Meter 2 at the Process Well	Supplemental irrigation water volume	Daily meter reading Monthly and annual compilation of data	Volume (Gal/Day) Volume (MG/month)
FM-060-03 Supplemental Irrigation Water from Flow Meter 3 at the West Well	Supplemental irrigation water volume	Daily meter reading Monthly and annual compilation of data	Volume (Gal/Day) Volume (MG/month)
FM-060-06 Influent flow from Ten Mile Lift Station	Wastewater influent volume	Daily meter reading Monthly and annual compilation of data	Volume (Gal/Day) Volume (MG/month)

5.2 Ground Water Monitoring – not required

5.3 Soil Monitoring

5.3.1 Soil Monitoring Unit Descriptions

Monitoring Point Serial Number	Description	Associated Management Unit
SU-060-02	Field 1 (142 acres)	MU-060-02
SU-060-10	Field 2 (54 acres) Field 3 (61 acres) Field 4 (33 acres)	MU-060-10
SU-060-11	Field 5 (40 acres) Field 6 (38 acres) Field 7 (38 acres)	MU-060-11

5.3.2 Soil Monitoring, Sampling, and Analyses

Monitoring Point Serial Number	Sample Type	Sample Frequency	Constituents (Units in mg/kg Soil Unless Otherwise Specified)
SU-060-02 SU-060-10 SU-060-11	Composite samples ^a	Annually, in April or prior to irrigating if the weather allows irrigation to begin before April	Electrical conductivity ($\mu\text{mhos/cm}$ in saturated paste extract) Exchangeable Sodium Percentage (ESP) Nitrate-nitrogen, as N Ammonia-nitrogen, as N Plant available phosphorus pH (standard units)

- a. The number of sample locations PO or QAPP for each SU shall be specified in the PO or QAPP. At each location, samples shall be obtained from three depths: 0–12 inches, 12–24 inches, and 24–36 inches or refusal. The samples obtained from each depth shall be composited by depth to yield three composite samples for each soil monitoring unit (one composite sample for each depth).

5.4 Crop Monitoring

5.4.1 Crop Harvest Monitoring

Associated Management Units	Sample Type	Sample Frequency	Parameters ^a
MU-060-02 MU-060-10 MU-060-11	Harvested portion, each crop, each field	Each harvest	Crop type Harvest date Sample collection date Harvested acreage (acres) As-harvested (field) moisture content (%) ^b As-harvested ('wet') yield in customary harvested units (lb/ac or tons/ac) Dry yield (lb/ac or tons/ac)

- a. Documentation of reported yields shall be provided for each harvest from each MU.
- b. The field moisture shall be monitored at the time the harvested crop is weighed.

5.4.2 Plant Tissue Monitoring

Associated Management Units	Sample Type	Sample Frequency	Parameters ^a
MU-060-02 MU-060-10 MU-060-11	Harvested portion, each crop	Each harvest	Lab moisture content (%) ^b Total combustible nitrogen (%) Phosphorus as P (ppm) Ash (%)

- a. Report dry-basis results for all parameters except laboratory moisture content.
- b. The plant tissue sample shall be taken from the harvested portion of each crop at the time the crop is harvested or just prior to harvesting.

5.5 Lagoon Information

Serial number	Description	Surface Area, acres	Maximum Operating Volume, MG	Liner Type
LG-060-01	Aerated lagoon 1 (out of service)	1.6	4.3	Buried PVC
LG-060-02	Facultative/storage lagoon 2	4.3	15.3	Buried PVC
LG-060-03	Facultative/storage lagoon 3	5.5	18.5	Buried PVC
LG-060-04	Facultative/storage lagoon 4	5.5	19.3	Buried PVC
LG-060-05	Facultative/storage lagoon 5	8.3	29.8	HDPE, 30 mil
LG-060-06	Facultative/storage lagoon 6	8	30	HDPE, 30 mil
LG-060-07	Aerated lagoon 7	5.6	19	HDPE, 40 mil
LG-060-08	Future lagoon	N/A	N/A	N/A
LG-060-09	Facultative/storage lagoon 9	8.3	41	HDPE, 30 mil
LG-060-10	Facultative/storage lagoon 10	9	31.1	HDPE, 30 mil

6. Reporting Requirements

6.1 Annual Report Requirements

The permittee shall submit to DEQ an annual report prepared by a competent environmental professional covering the previous reporting year.

6.1.1 Due Date

The annual report is due no later than January 31 of each year, which shall cover the previous reporting year.

6.1.2 Required Contents

The annual report shall include the following:

1. A brief interpretive discussion of all required monitoring data. The discussion shall address data quality objectives, validation, and verification; permit compliance; and reuse facility environmental impacts. The reporting year for this permit is specified in section 4.5.
2. Results of the required monitoring as described in section 5 of this permit. If the permittee monitors any parameter for compliance purposes more frequently than required by this permit, the results of this monitoring shall be included in the calculation and reporting of the data submitted in the annual report. The report shall present all monitoring data in organized data summary tables to expedite review.
3. Status of all work described in section 3 of this permit.
4. Results of all backflow testing, repairs, and replacements required by section 9.1.1 of this permit.
5. Discussion of major maintenance activities such as major equipment replacement, lagoon liner maintenance, and wastewater treatment and reuse facility maintenance.
6. A summary of all noncompliance events that occurred during the reporting year. Examples of noncompliance events that must be discussed include, but are not limited to: exceedance of permit limits, complaints, missed monitoring events, incorrect monitoring dates or frequencies, dry monitoring wells, uncontained spills causing runoff, construction without DEQ engineering plan approval, construction without engineering inspection, and reporting incorrect acreage.
7. Submittal of the calculations and observations for MUs specified in the following table.
8. Laboratory analytical reports for monitoring specified in section 5 of the permit. Chain of custody forms, supporting information for laboratory analytical reports, and quality assurance documentation shall be available for review upon request by DEQ.
9. The parameters in the following table:

Monitoring Point Serial Number	Parameter (Calculate for each MU)	Units
MU-060-02 MU-060-10 MU-060-11	Recycled water loading rate	MG/month Inches/month
	Supplemental irrigation water loading rate	MG/month Inches/month
	IWR for each crop grown	Inches/month Inches/growing season
	COD loading rate: growing season seasonal average	lb/acre/day
	COD loading rate: nongrowing season seasonal average	lb/acre/day
	Recycled water + supplemental irrigation water nitrogen, phosphorus, and non-volatile dissolved solids loading rates	lb/acre/yr
	Fertilizer nitrogen and phosphorus application rates, reported as elemental N and P	lb/acre/yr
	Crop harvest and yield Report for each harvest and the annual totals for each MU.	Crop types harvested Total harvested area (acres) Total 'wet' yield (lb/yr, lb/acre/yr) Total 'dry' yield (lb/yr, lb/acre/yr)
	Crop nitrogen, phosphorus, and ash removal rates (dry-basis) Report each harvest and the annual totals for each MU.	lb N/acre/yr lb P/acre/yr lb Ash/acre/yr

6.1.3 Submittals

All applications, annual reports, or information submitted to DEQ as required by this permit shall be signed and certified as follows:

- Permit applications shall be signed by the responsible official as described below:
 - For a corporation by a responsible corporate officer
 - For a partnership or sole proprietorship by a general partner or the proprietor, respectively
 - For a municipality, state, federal, Indian tribe, or other public agency by either the principal executive officer, ranking elected official, or a person of decision-making authority who can legally bind the permittee with respect to the permit.
- Annual reports and other information required by this permit shall be signed by the responsible official or by a duly authorized representative of that person. A person is a duly authorized representative only if all of the following are true:
 - The authorization is made in writing by the responsible official.

- The authorization specifies either an individual or position having responsibility for the overall operation of the regulated facility, such as the position of plant manager, superintendent, position of equivalent responsibility, or an individual having overall responsibility for environmental matters for the company.
- The written authorization is submitted to DEQ.

Submit all applications, annual reports, and other information required by this permit to the following DEQ regional office at this address:

Engineering Manager
Idaho Department of Environmental Quality
Boise Regional Office
1445 N. Orchard Street
Boise, ID 83706

The annual report shall include the following certification statement and be signed, dated, and certified by the permittee's Responsible Official or duly Authorized Representative:

"I certify that the information provided in this submittal was prepared in conformance with the Quality Assurance Project Plan required by permit M-060-05, and is to the best of my knowledge, true, accurate and complete and I acknowledge that knowing submission of false or incomplete information may result in permit revocation as provided for in IDAPA 58.01.17.920.01 or other enforcement action as provided for under Idaho law."

Permit applications shall include the following certification statement and be signed, dated, and certified by the permittee's Responsible Official:

"I certify that the information provided in this submittal is, to the best of my knowledge, true, accurate and complete and I acknowledge that knowing submission of false or incomplete information may result in permit revocation as provided for in IDAPA 58.01.17.920.01, non-issuance of the permit, or other enforcement action as provided for under Idaho law."

Other information submitted to DEQ as required by the permit shall include the above certification statement and be signed, dated, and certified by the permittee's Responsible Official or duly Authorized Representative.

6.2 Emergency and Noncompliance Reporting

Report noncompliance incidents to DEQ's regional office at (208) 373-0550 or toll free at (888) 800-3480.

In case of public health emergencies, call the 24-hour Idaho Emergency Medical Services Communications Center number at (800) 632-8000.

Section 8 of this permit and IDAPA 58.01.17.500.06 provide the reporting requirements for facilities.

All instances of permit non-compliance that may endanger public health or the environment and unauthorized discharges to surface waters of the State of Idaho shall be reported to DEQ's regional office by telephone (phone numbers provided in this section) within 24 hours from the time the permittee becomes aware of these events at the phone numbers provided in this section.

A written follow-up shall be provided to the DEQ regional office within five days from the time

the permittee became aware of the permit non-compliance or unauthorized discharge.

Reporting of unauthorized discharges to surface waters of the DEQ Idaho Pollutant Discharge Elimination System (IPDES) program may also be required. Contact information for IPDES is provided below:

IPDES Compliance, Inspection, and Enforcement Lead
1410 N. Hilton Street
Boise, ID 83706
833-IPDES24 or 833-473-3724

7. Reserved

8. Standard Permit Conditions

The following standard permit conditions are included as terms of this permit as required by the "Recycled Water Rules," (IDAPA 58.01.17.500).

500. STANDARD PERMIT CONDITIONS.

The following conditions shall apply to and be included in all permits. (4-1-88)

01. **Compliance Required.** The permittee shall comply with all conditions of the permit. (4-1-88)
02. **Renewal Responsibilities.** If the permittee intends to continue operation of the permitted facility after the expiration of an existing permit, the permittee shall apply for a new permit in accordance with these rules. (4-1-88)
03. **Operation of Facilities.** The permittee shall at all times properly maintain and operate all structures, systems, and equipment for treatment, control and monitoring, which are installed or used by the permittee to achieve compliance with the permit or these rules. (4-1-88)
04. **Provide Information.** The permittee shall furnish to the Director within a reasonable time, any information including copies of records, which may be requested by the Director to determine whether cause exists for modifying, revoking, re-issuing, or terminating the permit, or to determine compliance with the permit or these rules. (4-1-88)
05. **Entry and Access.** The permittee shall allow the Director, consistent with Title 39, Chapter 1, Idaho Code, to:
 - a. Enter the permitted facility. (4-1-88)
 - b. Inspect any records that must be kept under the conditions of the permit. (4-1-88)
 - c. Inspect any facility, equipment, practice, or operation permitted or required by the permit. (4-1-88)
 - d. Sample or monitor for the purpose of assuring permit compliance, any substance or any parameter at the facility. (4-1-88)
06. **Reporting.** The permittee shall report to the Director under the circumstances and in the manner specified in this section: (4-1-88)
 - a. In writing at least thirty (30) days before any planned physical alteration or addition to the permitted facility or activity if that alteration or addition would result in any significant change in information that was submitted during the permit application process. When the alteration or addition results in a need for a major modification, such alteration or addition shall not be made prior to Department approval issued in accordance with these rules. (4-7-11)
 - b. In writing thirty (30) days before any anticipated change which would result in noncompliance with any permit condition or these rules. (4-1-88)
 - c. Orally within twenty-four (24) hours from the time the permittee became aware of any noncompliance which may endanger the public health or the environment at telephone numbers provided in the permit by the Director. (4-1-88)

- d.** In writing as soon as possible but within five (5) days of the date the permittee knows or should know of any noncompliance unless extended by the Department. This report shall contain: (4-1-88)
- i.** A description of the noncompliance and its cause; (4-1-88)
 - ii.** The period of noncompliance including to the extent possible, times and dates and, if the noncompliance has not been corrected, the anticipated length of time it is expected to continue; and (4-7-11)
 - iii.** Steps taken or planned, including timelines, to reduce or eliminate the continuance or reoccurrence of the noncompliance. (4-7-11)
- e.** In writing as soon as possible after the permittee becomes aware of relevant facts not submitted or incorrect information submitted, in a permit application or any report to the Director. Those facts or the correct information shall be included as a part of this report. (4-1-88)
- 07. Minimize Impacts.** The permittee shall take all necessary actions to eliminate and correct any adverse impact on the public health or the environment resulting from permit noncompliance. (4-1-88)
- 08. Compliance with “Ground Water Quality Rule.”** Permits issued pursuant to these rules shall require compliance with IDAPA 58.01.11, “Ground Water Quality Rule.” (4-7-11)

9. General Permit Conditions

The following general permit conditions are based on the cited rules at the time of issuance and are enforceable as part of this permit. Note that the rules cited in this section, and elsewhere in this permit, are supplemented by the rules themselves. Rules applicable to your facility are enforceable whether or not they appear in this permit.

9.1 Operations

9.1.1 Backflow Prevention

Reuse facilities with existing or planned cross-connections or interconnections between the recycled water system and any water supply (potable or nonpotable) or surface water, shall have backflow prevention assemblies, devices, or methods as required by applicable rule or as specified in this permit and approved by DEQ.

For public water systems, backflow assemblies shall meet the requirements of IDAPA 58.01.08.543. Assemblies shall be adequately maintained and shall be tested annually by a certified backflow assembly tester, and repaired or replaced as necessary to maintain operational status.

For domestic water supply wells, backflow prevention devices shall meet the requirements of IDAPA 07.02.04 and shall be adequately operated and maintained.

Irrigation water supply wells shall meet the requirements of IDAPA 37.03.09.36 for preventing any waste or contamination of the ground water resource. Backflow prevention assemblies or devices used to protect the ground water shall be adequately operated and maintained.

Discharge of recycled water to surface water is regulated by the EPA National Pollutant Discharge Elimination System (NPDES) program. An NPDES permit is required for any discharge to surface water and backflow prevention shall be implemented to prevent any unauthorized discharge. Backflow prevention assemblies or devices used to protect surface water shall be adequately operated and maintained.

Records of all testable backflow assembly test results, repairs, and replacements shall be kept at the reuse facility along with other operational records, and shall be discussed in the annual report and made available for inspection by DEQ. Other approved means of backflow prevention, such as siphons and air-gap structures that cannot be tested, shall be maintained in operable order.

9.1.2 Restricted to Premises

Wastewaters or recharge waters applied to the land surface must be restricted to the premises of the application site. Wastewater discharges to surface water that require a permit under the Clean Water Act must be authorized by the EPA (IDAPA 58.01.16.600.02).

9.1.3 Health Hazards, Nuisances, and Odors Prohibited

Health hazards, nuisances, and odors are prohibited as follows:

Wastewater must not create a public health hazard or nuisance condition (IDAPA 58.01.16.600.03).

No person shall allow, suffer, cause, or permit the emission of odorous gases, liquids, or solids into the atmosphere in such quantities as to cause air pollution (IDAPA 58.01.01.776.01).

Air Pollution defined as the presence in the outdoor atmosphere of any air pollutant or combination thereof in such quantity of such nature and duration and under such conditions as would be injurious to human health or welfare, to animal or plant life, or to property, or to interfere unreasonably with the enjoyment of life or property (IDAPA 58.01.01.006.06).

9.1.4 Solids Management

Biosolids are the nutrient-rich organic materials resulting from the treatment of sewage sludge. When treated and processed, sewage sludge becomes biosolids that can be safely recycled and applied as fertilizer to sustainably improve and maintain productive soils and stimulate plant growth.

Biosolids generated from sewage sludge are regulated by EPA under 40 CFR Part 503 and require a DEQ approved sludge disposal plan as outlined in IDAPA 58.01.16.650. Contact DEQ before to applying biosolids at any permitted reuse facility.

Sludge is the semi-liquid mass produced and removed by wastewater treatment processes. This does not include grit, garbage, and large solids.

Sludge may be generated by wastewater treatment processes at municipal and industrial facilities. A DEQ-approved sludge disposal plan, as outlined in IDAPA 58.01.16.650, may be required.

Solid waste is any garbage or refuse, sludge from a waste water treatment plant, water supply treatment plant, or air pollution control facility and other discarded material including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, commercial, mining, and agricultural operations and from community activities, but does not include solid or dissolved materials in domestic sewage, or solid or dissolved material in irrigation return flows or industrial discharges that are point sources subject to permits under Section 402 of the Federal Water Pollution Control Act, as amended or source, special nuclear, or by-product material as defined by the Atomic Energy Act of 1954, as amended.

Solid waste does not include inert wastes, manures and crop residues ultimately returned to the soils at agronomic rates, and any agricultural solid waste that is managed and regulated pursuant to rules adopted by the Idaho Department of Agriculture. DEQ reserves the right to use existing authorities to regulate agricultural waste that impacts human health or the environment.

Solid waste is regulated under the "Solid Waste Management Rules" (IDAPA 58.01.06). Wastes otherwise regulated by DEQ (i.e., this permit) are not regulated under IDAPA 58.01.06.

Waste solids include sludge and wastes otherwise regulated by DEQ according with IDAPA 58.01.06.001.03.a.xii. Waste solids may include vegetative waste, silt and mud containing organic matter, and other non-inert solid wastes.

Inert wastes are defined as non-combustible, nonhazardous, and non-putrescible solid wastes that are likely to retain their physical and chemical structure and have a de minimis potential to generate leachate under expected conditions of disposal, which includes resistance to biological attack.

Waste solids require a DEQ approved sludge disposal plan as outlined in IDAPA 58.01.16.650.

9.1.5 Temporary Cessation of Operations and Closure (IDAPA 58.01.17.801)

Temporary cessation of operations and closure must be addressed as follows:

01. Temporary Cessation. A permittee shall implement any applicable conditions specified in the permit for temporary cessation of operations. When the permit does not specify applicable temporary cessation conditions, the permittee shall notify the Director prior to a temporary cessation of operations at the facility greater than sixty (60) days in duration and any cessation not for regular maintenance or repair. Cessation of operations necessary for regular maintenance or repair of a duration of sixty (60) days or less are not required to notify the Department under this section. All notifications required under this section shall include a proposed temporary cessation plan that will ensure the cessation of operations will not pose a threat to human health or the environment. (4-7-11)

02. Closure. A closure plan shall be required when a facility is closed voluntarily and when a permit is revoked or expires. A permittee shall implement any applicable conditions specified in the permit for closure of the facility. Unless otherwise directed by the terms of the permit or by the Director, the permittee shall submit a closure plan to the Director for approval at least ninety (90) days prior to ceasing operations. The closure plan shall ensure that the closed facility will not pose a threat to human health and the environment. Closure plan approval may be conditioned upon a permittee's agreement to complete such site investigations, monitoring, and any necessary remediation activities that may be required. (4-7-11)

9.1.6 Plan of Operation (IDAPA 58.01.17.300.05)

The PO must comply with the following:

05. Reuse Facility Operation and Maintenance Manual or Plan of Operations. A facility's operation and maintenance manual must contain all system components relating to the reuse facility in order to comply with IDAPA 58.01.16 "Wastewater Rules," Section 425. Manuals and manual amendments are subject to the review and approval provision therein. In addition to the content required by IDAPA 58.01.16.425, manuals for reuse facilities shall include, if applicable: operation and management responsibility, permits and standards, general plant description, operation and control of unit operations, land application site maps, wastewater characterization, cropping plan, hydraulic loading rate, constituent loading rates, compliance activities, seepage rate testing, site management plans, monitoring, site operations and maintenance, solids handling and processing, laboratory testing, general maintenance, records and reports, store room and inventory, personnel, an emergency operating plan, and any other information required by the Department. (4-7-11)

9.1.7 Seepage Testing Requirements (IDAPA 58.01.16.493.02.c)

Subsequent Tests. All lagoons covered under these rules must be seepage tested by an Idaho licensed professional engineer, an Idaho licensed professional geologist, or by individuals under their supervision every ten (10) years after the initial testing. (5-8-09)

9.1.8 Ground Water Quality Rule (IDAPA 58.01.11)

The permittee shall comply with the requirements of the “Ground Water Quality Rule” (IDAPA 58.01.11).

9.2 Administrative

Requirements for administration of the permit are defined as follows.

9.2.1 Permit Modification (IDAPA 58.01.17.700)

01. Modification of Permits. A permit modification may be initiated by the receipt of a request for modification from the permittee, or may be initiated by the Department if one (1) or more of the following causes for modification exist: (4-7-11)

a. Alterations. There are material and substantial alterations or additions to the permitted facility or activity which occurred after permit issuance which justify the application of permit conditions that are different or absent in the existing permit. (4-7-11)

b. New standards or regulations. The standards or regulations on which the permit was based have been changed by promulgation of amended standards or regulations or by judicial decision after the permit was issued. (4-7-11)

c. Compliance schedules. The Department determines good cause exists for modification of a compliance schedule or terms and conditions of a permit. (4-7-11)

d. Non-limited pollutants. When the level of discharge of any pollutant which is not limited in the permit exceeds the level which may cause an adverse impact to surface or ground waters. (4-7-11)

e. To correct technical mistakes, such as errors in calculation, or mistaken interpretations of law made in determining permit conditions. (4-7-11)

f. When a treatment technology proposed, installed, and properly operated and maintained by the permittee fails to achieve the requirements of the permit. (4-7-11)

9.2.2 Permit Transferable (IDAPA 58.01.17.800)

01. General. A permit may be transferred only upon approval of the Department. No transfer is required for a corporate name change as long as the secretary of state can verify that a change in name alone has occurred. An attempted transfer is not effective for any purpose until approved in writing by the Department. (4-7-11)

9.2.3 Permit Revocation (IDAPA 58.01.17.920)

01. Conditions for Revocation. The Director may revoke a permit if the permittee violates any permit condition or these rules, or the Director becomes aware of any omission or misrepresentation of condition or information relied upon when issuing the permit. (4-7-11)

02. Notice of Revocation. Except in cases of emergency, the Director shall issue a written notice of intent to revoke to the permittee prior to final revocation. Revocation shall become final within thirty-five (35) days of receipt of the notice by the permittee, unless within that time the permittee requests an administrative hearing in writing. The hearing shall be conducted in accordance with IDAPA 58.01.23, Rules of Administrative Procedure

before the Board of Environmental Quality.”

(5-3-03)

03. Emergency Action. If the Director finds the public health, safety or welfare requires emergency action, the Director shall incorporate findings in support of such action in a written notice of emergency revocation issued to the permittee. Emergency revocation shall be effective upon receipt by the permittee. Thereafter, if requested by the permittee in writing, the Director shall provide the permittee a revocation hearing and prior notice thereof. Such hearings shall be conducted in accordance with IDAPA 58.01.23, “Rules of Administrative Procedure Before the Board of Environmental Quality.”

(3-15-02)

04. Revocation and Closure. A permittee shall perform the closure requirements in a permit, the closure requirements of these rules, and complete all closure plan activities notwithstanding the revocation of the permit.

(4-7-11)

9.2.4 Violations (IDAPA 58.01.17.930)

Any person violating any provision of these rules or any permit or order issued thereunder shall be liable for a civil penalty not to exceed ten thousand dollars (\$10,000) or one thousand dollars (\$1,000) for each day of a continuing violation, whichever is greater. In addition, pursuant to Title 39, Chapter 1, Idaho Code, any willful or negligent violation may constitute a misdemeanor.

(4-1-88)

9.2.5 Severability

The provisions of this permit are severable, and if a provision or its application is declared invalid or unenforceable for any reason, that declaration will not affect the validity or enforceability of the remaining provisions.

10. Other Applicable Laws

DEQ may refer enforcement of the following provisions to the state agency authorized to enforce that rule. The permittee shall comply with all applicable provisions identified in this section. Compliance with this permit does not relieve the permittee from applicable requirements in other federal, state, and local laws, statutes, and rules.

10.1 Owner Responsibilities for Well Use and Maintenance

10.1.1 Well Use

The well owner must not operate any well in a manner that causes waste or contamination of the ground water resource. Failure to operate, maintain, knowingly allow the construction of any well in a manner that violates these rules, or failure to repair or properly decommission (abandon) any well as herein required will subject the well owner to civil penalties as provided by statute. See IDAPA 37.03.09.036.01 and consult the Idaho Department of Water Resources (IDWR) for more information.

10.1.2 Well Maintenance

The well owner must maintain the well to prevent waste or contamination of ground waters through leaky casings, pipes, fittings, valves, pumps, seals, or through leakage around the outside of the casings, whether the leakage is above or below the land surface. Any person owning or controlling a noncompliant well must have the well repaired by a licensed well driller under a permit issued by the IDWR director according to the applicable rules. See IDAPA 37.03.09.036.02 and consult IDWR for more information.

10.1.3 Wells Posing a Threat to Human Health and Safety or Causing Contamination of the Ground Water Resource

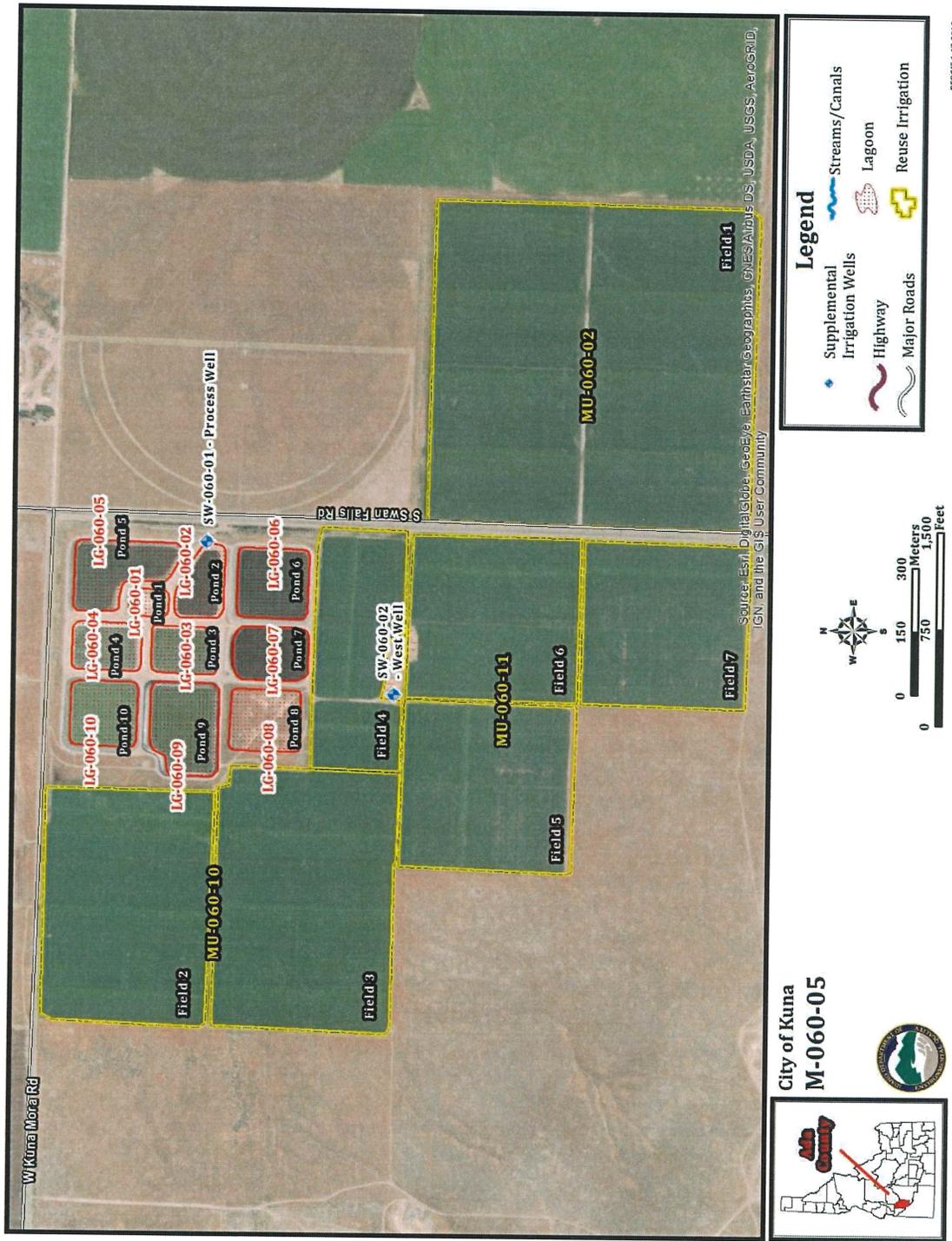
The well owner must have any well shown to pose a threat to human health and safety or cause contamination of the ground water resource immediately repaired or decommissioned (abandoned) by a licensed well driller under a permit issued by the IDWR director according to the applicable rules. See IDAPA 37.03.09.036.06 and consult IDWR for more information.

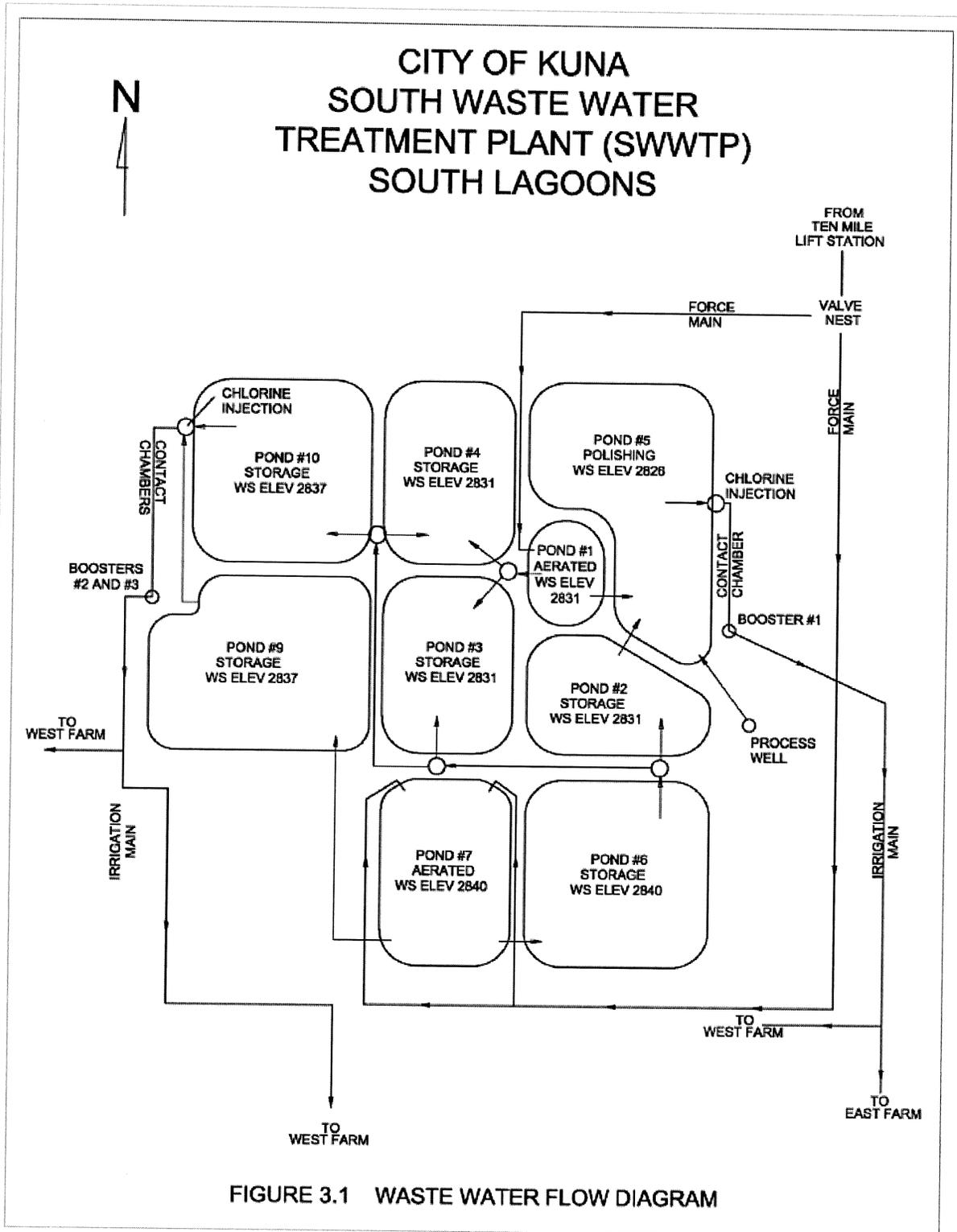
11. Site Maps

11.1 Regional Map



11.2 Facility Map(s)





IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY
REUSE PERMIT
M-060-05 – Modification 1

Permittee Name: City of Kuna
Effective Date of this Modification: November 19, 2020

Complete Description of Modification

The purpose of this Permit Modification is to modify the plant tissue monitoring parameter requirement to allow the City of Kuna to identify in its Quality Assurance Project Plan (QAPP) the analytical method to be used for total nitrogen. The requirement will be changed to add the option to choose from the current requirement of total combustible nitrogen or Total Kjeldahl Nitrogen (TKN) plus nitrate-nitrogen.

Table 5.4.2. Plant Tissue Monitoring, page 16, column 4, shall be replaced with the following:

Parameters ^a
Lab moisture content (%) ^b
Total nitrogen ^c
Phosphorus as P (ppm)
Ash (%)

- a. Report dry-basis results for all parameters except laboratory moisture content.
- b. The plant tissue sample shall be taken from the harvested portion of each crop at the time the crop is harvested or just prior to harvesting.
- c. The Facility shall identify in the QAPP required by CA-060-02 the method to measure total nitrogen by either: a) Total combustible nitrogen (%) or b) Total Kjeldahl Nitrogen (TKN) plus nitrate-nitrogen.

The modifications described above in this Permit Modification 1 are hereby approved. This modification to the Permit is incorporated into, and constitutes a part of, Reuse Permit No M-060-05. This Permit Modification must be attached to the Permit. The Permit is incomplete and unlawful under "Recycled Water Rules" (IDAPA 58.01.17) without this Permit Modification attached.

Signed,



11/19/2020

Aaron Scheff, Regional Administrator
Boise Regional Office
Department of Environmental Quality

Date

IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY

REUSE PERMIT

M-060-05 – Modification 2

Permittee Name: City of Kuna

Effective Date of this Modification: June 22, 2021

Complete Description of Modification

The primary purpose of this Modification is to incorporate Lagoon 1 (LG-060-01) into Reuse Permit M-060-05 following the successful completion of seepage testing of LG-060-01 during May, 2021.

This Modification also modifies updates and removes portions of Compliance Activity CA-060-03, Seepage Testing, to reflect current lagoon status and seepage testing requirements as follows:

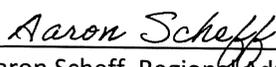
1. Modify the due dates for all lagoons to allow for testing to occur during the entire available seepage testing season the year the test is due rather than by a specific date. This provides flexibility to complete testing during appropriate weather conditions.
2. Update the year seepage testing is due for the following lagoons for which seepage tests have been completed since Reuse Permit issuance: LG-060-02, LG-060-05, and LG-060-07.
3. Remove the due date for seepage testing of LG-060-03, which needs repairs before it can be seepage tested and returned to service.

Section 3, Compliance Schedule for Required Activities, Compliance Activity CA-060-03 Seepage Testing shall be updated as described above. The attached page 9, modified June 22, 2021, shall constitute page 9 of Reuse Permit M-060-05.

Section 5.5 Lagoon Information: The description shall remove “(out of service)” from LG-060-01 and shall add a footnote to LG-060-03 to reflect that it is out of service and cannot be used until successful seepage testing has been completed in accordance with CA-060-03. The attached page 17, modified June 22, 2021, shall constitute page 17 of Reuse Permit M-060-05.

The modifications described above in this Permit Modification 2 are hereby approved. This modification is incorporated into, and constitutes a part of, Reuse Permit No M-060-05. This Permit Modification must be attached to the Permit. The Permit is incomplete and unlawful under “Recycled Water Rules” (IDAPA 58.01.17) without this Permit Modification attached.

Signed,



Aaron Scheff, Regional Administrator
Boise Regional Office
Department of Environmental Quality

6/22/2021

Date

Compliance Activity (CA) Number and Completion Due Date	Compliance Activity Description																						
CA-060-03 As specified	<p>Seepage Testing: Permittee shall complete seepage testing of the specified lagoons by the end of the specified year:</p> <table border="1" data-bbox="477 478 1328 1003"> <thead> <tr> <th>Lagoon:</th> <th>Seepage Testing Due By Year:</th> </tr> </thead> <tbody> <tr> <td>LG-060-01</td> <td>2031</td> </tr> <tr> <td>LG-060-02</td> <td>2029</td> </tr> <tr> <td>LG-060-03</td> <td>Complete seepage testing before returning to service</td> </tr> <tr> <td>LG-060-04</td> <td>2028</td> </tr> <tr> <td>LG-060-05</td> <td>2029</td> </tr> <tr> <td>LG-060-06</td> <td>2027</td> </tr> <tr> <td>LG-060-07</td> <td>2024</td> </tr> <tr> <td>LG-060-08</td> <td>N/A, Future Lagoon</td> </tr> <tr> <td>LG-060-09</td> <td>2026</td> </tr> <tr> <td>LG-060-10</td> <td>2027</td> </tr> </tbody> </table> <p>Submit to DEQ for review and approval a proposed schedule and procedure for performing the required seepage tests at least 45 days before to the planned seepage test. The seepage test procedures shall be sealed by the Idaho licensed professional engineer or professional geologist in responsible charge for the test.</p> <p>Seepage tests shall be completed according to the procedures approved by DEQ. The seepage test report shall be sealed by the Idaho licensed professional engineer or professional geologist in responsible charge and submitted to DEQ within 90 days after completion of the seepage test.</p> <p>Allowable seepage rates can be found in IDAPA 58.01.16.493.03. Requirements for lagoons leaking above the allowable amount are outlined in IDAPA 58.01.16.493.04.</p>	Lagoon:	Seepage Testing Due By Year:	LG-060-01	2031	LG-060-02	2029	LG-060-03	Complete seepage testing before returning to service	LG-060-04	2028	LG-060-05	2029	LG-060-06	2027	LG-060-07	2024	LG-060-08	N/A, Future Lagoon	LG-060-09	2026	LG-060-10	2027
Lagoon:	Seepage Testing Due By Year:																						
LG-060-01	2031																						
LG-060-02	2029																						
LG-060-03	Complete seepage testing before returning to service																						
LG-060-04	2028																						
LG-060-05	2029																						
LG-060-06	2027																						
LG-060-07	2024																						
LG-060-08	N/A, Future Lagoon																						
LG-060-09	2026																						
LG-060-10	2027																						
CA-060-04 18 months prior to the expiration date of the permit	<p>Pre-application Conference: If the permittee intends to continue operating the reuse facility beyond the expiration date of this permit, the permittee shall contact DEQ and schedule a pre-application conference to discuss the compliance status of the facility and the content required for the reuse permit application package.</p>																						
CA-060-05 One (1) year prior to the expiration date of the permit	<p>Renewal Permit Application: The permittee shall submit to DEQ a complete permit renewal application package that fulfills the requirements specified in CA-060-04 and identified at the pre-application conference.</p>																						

5.5 Lagoon Information

Serial number	Description	Surface Area, acres	Maximum Operating Volume, MG	Liner Type
LG-060-01	Aerated lagoon 1	1.6	4.3	Buried PVC
LG-060-02	Facultative/storage lagoon 2	4.3	15.3	Buried PVC
LG-060-03	Facultative/storage lagoon 3 ^a	5.5	18.5	Buried PVC
LG-060-04	Facultative/storage lagoon 4	5.5	19.3	Buried PVC
LG-060-05	Facultative/storage lagoon 5	8.3	29.8	HDPE, 30 mil
LG-060-06	Facultative/storage lagoon 6	8	30	HDPE, 30 mil
LG-060-07	Aerated lagoon 7	5.6	19	HDPE, 40 mil
LG-060-08	Future lagoon	N/A	N/A	N/A
LG-060-09	Facultative/storage lagoon 9	8.3	41	HDPE, 30 mil
LG-060-10	Facultative/storage lagoon 10	9	31.1	HDPE, 30 mil

- a. LG-060-03 is out of service and cannot be used until successful completion of seepage testing as required in CA-060-03.

IDAHO DEPARTMENT OF ENVIRONMENTAL QUALITY

REUSE PERMIT

M-060-05 – Modification 3

Permittee Name: City of Kuna

Effective Date of this Modification: May 11, 2022

Complete Description of Modification

The primary purpose of this Modification 3 is to a.) add an irrigation system type and associated irrigation efficiency to account for new center pivots which will replace some existing wheel line irrigation systems at the facility and b.) update the recycled water sampling locations to sample ports located on the center pivot towers.

Additionally, Modification 3 addresses a typographical error in Section 2 Facility Information. The listed allowable land application area is inconsistent with the acreage listed in the Section 4.1 Management Unit Descriptions and is a typographical remnant from previous Reuse Permit LA-000060-04.

The following modifications shall be incorporated into Reuse Permit M-060-05:

- Section 4.1 Management Unit Descriptions shall be updated as described. The attached page 10, modified May 9, 2022, shall replace page 10 of Reuse Permit M-060-05.
- Section 5.1.1 Constituent Monitoring shall be updated as described. The attached page 13, modified May 9, 2022, shall replace page 13 of Reuse Permit M-060-05.
- Section 2 Facility Information, third row in column two shall be updated to replace “Allowable land application area = 354 acres” with “Allowable land application area = 406 acres”

The modifications described above in this Permit Modification 3 are hereby approved. This modification to the Permit is incorporated into, and constitutes a part of, Reuse Permit No M-060-05. This Permit Modification must be attached to the Permit. The Permit is incomplete and unlawful under “Recycled Water Rules” (IDAPA 58.01.17) without this Permit Modification attached.

Signed,



5/11/2022

Aaron Scheff, Regional Administrator
Boise Regional Office
Department of Environmental Quality

Date

4. Permit Limits and Conditions

4.1 Management Unit Descriptions

Serial Number	Description	Irrigation System Type and Irrigation Efficiency (E _i)	Maximum Acres ^a Allowed
MU-060-02	Field 1	Wheel line sprinkler system (E _i = 0.70) Center pivot (E _i = 0.85)	142
MU-060-10	Field 2, north field, west of pond system (54 acres) Field 3, south field, west of pond system (61 acres) Field 4, south of pond system (33 acres)	Wheel line sprinkler system (E _i = 0.70) Center pivot (E _i = 0.85)	148
MU-060-11	Field 5, south of fields 3 and 4 (40 acres) Field 6, south of field 4 (38 acres) Field 7, south of field 6 (38 acres)	Wheel line sprinkler system (E _i = 0.70) Center pivot (E _i = 0.85)	116
Total acreage			406

- a. Maximum acres represent the total permitted acreage of the MU as provided by the permittee. If the permittee uses less acreage in any season or year, then loading rates shall be presented and compliance shall be determined based on the actual acreage used during each season or year.

4.2 Hydraulic Loading Limits

Serial Number	Growing Season Hydraulic Loading	Nongrowing Season Maximum Hydraulic Loading (inches) ^a
MU-060-02	Substantially at the IWR ^b	4.74
MU-060-10	Substantially at the IWR ^b	Not allowed
MU-060-11	Substantially at the IWR ^b	Not allowed

- a. Record daily, as necessary, abnormal conditions as a result of nongrowing season application including ponding, excessive ice buildup, or runoff from the permitted site.
 b. For compliance purposes, the method for calculating the IWR shall be specified in the PO.

5. Monitoring Requirements

5.1 Recycled Water and Supplemental Irrigation Water Sampling and Analyses

5.1.1 Constituent Monitoring

Monitoring Point Serial Number and Location	Sample Description	Sample Type and Frequency	Constituents (mg/L unless otherwise specified)
WW-060-01 MU-060-02 pivot tower sampling port, post-disinfection, of recycled water + supplemental irrigation water to land application	Recycled water to MU-060-02 (East Farm)	Once weekly (during periods of land application)	Total Chlorine Total Coliform (CFUs or MPN per 100 mL)
WW-060-02 MU-060-10 pivot tower sampling port, post-disinfection, of recycled water + supplemental irrigation water to land application	Recycled water to MU-060-10 and MU-060-11 (West Farm)	Once weekly (during periods of land application) ^a	Total Chlorine Total Coliform (CFUs or MPN per 100 mL)
WW-060-03 MU-060-11 pivot tower sampling port, post-disinfection, of recycled water + supplemental irrigation water to land application	Recycled water to MU-060-11 (West Farm)	Once weekly (during periods of land application) ^a	Total Chlorine Total Coliform (CFUs or MPN per 100 mL)
WW-060-01 MU-060-02 pivot tower sampling port, post-disinfection, of recycled water + supplemental irrigation water to land application	Recycled water to MU-060-02 (East Farm)	Grab/monthly (during periods of land application)	Total Kjeldahl nitrogen, as N Nitrite + nitrate-nitrogen, as N Total phosphorus, as P Total Dissolved Solids Volatile Dissolved Solids Total Suspended Solids Chemical Oxygen Demand pH (SU)
WW-060-02 MU-060-10 pivot tower sampling port, post-disinfection, of recycled water + supplemental irrigation water to land application	Recycled water to MU-060-10 and MU-060-11 (West Farm)	Grab/monthly (during periods of land application) ^a	Total Kjeldahl nitrogen, as N Nitrite + nitrate-nitrogen, as N Total phosphorus, as P Total Dissolved Solids Volatile Dissolved Solids Total Suspended Solids Chemical Oxygen Demand pH (SU)
WW-060-03 MU-060-11 pivot tower sampling port, post-disinfection, of recycled water + supplemental irrigation water to land application	Recycled water to MU-060-11 (West Farm)	Grab/monthly (during periods of land application) ^a	Total Kjeldahl nitrogen, as N Nitrite + nitrate-nitrogen, as N Total phosphorus, as P Total Dissolved Solids Volatile Dissolved Solids Total Suspended Solids Chemical Oxygen Demand pH (SU)
SW-060-01 Discharge point of supplemental irrigation water from the Process Well	Supplemental Irrigation Water (Process Well)	Annually in July, and Grab/monthly (when only supplemental irrigation water is directly land applied)	Nitrate-nitrogen, as N Total Dissolved Solids Chloride

- a. Take samples from WW-060-02 during months when land application occurs at MU-060-10. Take samples from WW-060-03 if the only land application at the West Farm occurs at MU-060-11.

**RESOLUTION NO. R25-2023
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID FALCON CREST, LLC, FOR FALCON CREST CLUBHOUSE SUBDIVISION FOR UNCOMPLETED WORK INCLUDING LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS Falcon Crest Clubhouse Subdivision exists as part of an approved preliminary plat; and

WHEREAS construction plans for Falcon Crest Clubhouse Subdivision were approved by the Kuna City Engineer on 17 September 2021; and

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

WHEREAS the landscaping completion has been estimated at two hundred forty-four thousand nine hundred twenty-five dollars and zero cents (\$244,925.00) adding 25% for a total of three hundred six thousand one hundred fifty-six dollars and twenty-five cents (\$306,156.25); and

WHEREAS developer desires to record the final plat for Falcon Crest Clubhouse Subdivision prior to completion of construction; and

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

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

1. All bid amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
2. The Letter of Credit is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The amount of the check and face amount of the Letter of Credit is at least three hundred six thousand one hundred fifty-six dollars and twenty-five cents (\$306,156.25);
4. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of March, 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of March, 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

11/30/2022

Surety Request - Breakdown

Falcon Crest Courage Lane
Kuna, Idaho

	<u>Proposal \$</u>		<u>LOC \$</u>
Landscape	<u>\$ 244,925.00</u>	x 125%=	<u>\$ 306,156.25</u>
TOTAL SURETY	\$ 244,925.00		\$ 306,156.25



Proposal

CONGER GROUP
4824 W FAIRVIEW AVE
BOISE, IDAHO 83706

Falcon Crest Courage Lane Install 2022
Courage Lane Kuna, Idaho

Est ID: EST2948247 Plans Dated (6.9.21)
Date: Jan-25-2022

Franz Witte Landscape Contracting, Inc. proposes to provide all labor, materials, and equipment to complete the following items of work, per the provided plans and specs dated June 9, 2021:

Irrigation	\$99,865.00
<ul style="list-style-type: none">• Design/build irrigation system• Install irrigation sleeves under hard surfaces, does not include installing sleeves under existing concrete or asphalt• Install irrigation controller with two wire communication and decoders• Includes point of connection into property water source, requires a minimum of 200 micron filtration	
Trees	\$35,590.00
<ul style="list-style-type: none">• All plant material purchased from Cloverdale Nursery per plans & substitutions made by CN• Includes "Bio-Plex" plant fertilizer tablets• Includes 10' of root barrier per trees adjacent to roadways	
Shrubs	\$58,615.00
<ul style="list-style-type: none">• All plant material purchased from Cloverdale Nursery per plans & substitutions made by CN• Includes "Bio-Plex" plant fertilizer tablets	
Landscape Beds	\$29,100.00
<ul style="list-style-type: none">• Install bark mulch @ 3" depth in landscape beds• Includes fine and finish grade• Site to be received with topsoil place at +/- .10" of finish grade	

Franz Witte Landscape Contracting, Inc.
20005 11th Avenue North
Nampa, Idaho
83687

P.(208) 853-0808

www.franzwitte.com
andrew.g@franzwitte.com

Turf

\$60,055.00

- Install fescue sod per plans
- Includes fine and finish grade
- Site to be received with topsoil place at +/- .10" of finish grade
- Includes sod starter fertilizer

Estimate Total

\$283,225.00

Exclusions :

- Boring, cutting or patching asphalt or concrete
- Extruded concrete mow strips/steel edging at landscape bed perimeters
- Excavation of unwanted materials in landscape areas to specified depths
- Haul-off or disposal of waste associated with other trades
- Construction in frozen conditions or conditions detrimental to quality
- Overtime or accelerated schedule
- Proposal pricing based on a 50 hour work week with our standard crew size. If schedule is delayed or accelerated and requires additional overtime, price to be adjusted accordingly.

Contractor: Andrew Gates
 Andrew Gates

Client: _____

Signature Date: 01/25/2022

Signature Date: _____

Email: andrew.g@franzwitte.com



Change Order Request

CONGER GROUP
4824 W FAIRVIEW AVE
BOISE, IDAHO 83706

Falcon Crest Courage Lane Install 2022
Courage Lane Kuna, Idaho

Est ID: EST3565389 CO#2 - Plans Dated (10.16.22)

Date: Nov-15-2022

Franz Witte Landscape Contracting, Inc. proposes to provide all labor, materials, and equipment to complete the following items of work, per the provided plans and specs dated June 9, 2021:

Irrigation **(\$6,850.00)**

- Deduct (4) drip valves
- Deduct (1) turf valve

Trees **(\$5,500.00)**

- Deduct (12) trees
- Includes "Bio-Plex" plant fertilizer tablets

Shrubs **(\$13,870.00)**

- Deduct (365) shrubs
- Includes "Bio-Plex" plant fertilizer tablets

Landscape Beds **(\$10,500.00)**

- Deduct approx. (100) yards of mulch

Turf **(\$1,580.00)**

- Deduct approx. (2,000) SF of sod

Estimate Total

(\$38,300.00)

Exclusions :

- Boring, cutting or patching asphalt or concrete
- Extruded concrete mow strips/steel edging at landscape bed perimeters
- Excavation of unwanted materials in landscape areas to specified depths
- Haul-off or disposal of waste associated with other trades
- Construction in frozen conditions or conditions detrimental to quality
- Overtime or accelerated schedule
- Proposal pricing based on a 50 hour work week with our standard crew size. If schedule is delayed or accelerated and requires additional overtime, price to be adjusted accordingly.

Contractor: Andrew Gates
Andrew Gates

Client: _____

Signature Date: 11/16/2022

Signature Date: _____

Email: andrew.g@franzwitte.com

**RESOLUTION NO. R27-2023
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE “PARK USE AGREEMENT” WITH THE KUNA YOUTH SOFTBALL AND BASEBALL ASSOCIATION, INC., PURSUANT TO THE TERMS OF THE AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

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

Section 1. The “*Park Use Agreement*” with the Kuna Youth Softball and Baseball Association, Inc., in substantially the form as attached hereto as “**EXHIBIT A**” is hereby approved.

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

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of March, 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of March, 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

**PARK USE AGREEMENT
CITY OF KUNA, IDAHO AND KUNA YOUTH SOFTBALL AND BASEBALL
ASSOCIATION, INC.
BERNIE FISHER CITY PARK**

This Park Use Agreement (AGREEMENT) is entered into by and between the City of Kuna, Idaho, (CITY), an Idaho municipal corporation and the Kuna Youth Softball and Baseball Association, Inc. (KYSBA) an Idaho general non-profit corporation, jointly referred to herein as the PARTIES.

WHEREAS, CITY owns and maintains Bernie Fisher City Park (PARK) located at Kuna, Idaho; and

WHEREAS, the PARK has certain improvements including baseball fields, excluding the concession stand; and

WHEREAS, KYSBA desires to use the PARK for its baseball clinics, practices and games during specified times of the year; and

WHEREAS, CITY grants KYSBA permission to use the PARK in exchange for certain contributions including maintenance, care, and improvements at the PARK.

NOW, THEREFORE, in consideration of the above recitals, which recitals are contractual in nature, the mutual covenants herein contained and such other and further consideration as is hereby acknowledged, the parties agree as follows:

1. USE: KYSBA agrees to use the PARK for the sole purpose of operating the baseball and softball program to provide athletic opportunities for the children of Kuna, Idaho.
2. RESPONSIBILITIES:

The CITY Will:

- 2.1. Have the PARK field reserved for KYSBA's exclusive use according to the following schedule:

From March 1 to the third Sunday in July, Monday through Friday after 4:00 PM until dark, and all-day Saturday.
- 2.1.A. PARK fields will be unavailable for use by KYSBA or any other organization during a City of Kuna sponsored event May 1st thru May 7th 2023.
- 2.2. At all other times individuals and/or groups may use the fields. Groups using the fields must contact the City of Kuna Parks & Recreation Department to ensure fields are available, register for their use, and review and sign the City's Baseball Field Use Agreement, which will include a training on maintaining the fields.

- 2.3. Send out a Notice of Intent to Renew this Agreement on or before December 31, as provided for in paragraph 5.
- 2.4. Maintain the fields including mowing, over-seeding, and irrigating during the schedule set by the CITY. Maintain the irrigation system.

KYSBA Will:

- 2.5. Operate and manage the youth baseball program, including programs and clinics.
 - 2.6. On or about November 1, provide the City Clerk with the names of the officers for KYSBA for the upcoming year.
 - 2.7. If there is going to be a change in the reserved schedule as provided for in paragraph 2.1, provide the change to the City of Kuna Parks & Recreation Department on or before January 31.
 - 2.8. After January 31, reservations for the fields for unscheduled dates and times, as provided for in paragraph 2.1., will be first come, first served.
 - 2.9. KYSBA may, upon good cause, modify the reserved schedule during the season, however any prior reservation, as provided for in paragraph 2.8, will have priority to use the fields.
 - 2.10. Return the Notice of Intent to Renew acknowledgement by January 31.
 - 2.11. Hire and staff the umpires.
 - 2.12. Ensure that the fields are in presentable and playable condition prior to each use.
 - 2.13. Purchase and apply diamond dust or an equivalent as needed.
 - 2.14. Provide trashcans during KYSBA events, practice and games and keep the area clean.
3. USAGE FEE: There will be no usage fee.
 4. TERM: The term of this AGREEMENT shall be March 1, 2023 to January 31, 2024.
 5. The City will send out a Notice of Intent to Renew to the KYSBA organization's address of file with the Secretary of State for Idaho and the president of the Board of Directors at the organization's post office box. The Notice of Intent to Renew will allow for the extension of this AGREEMENT for additional one (1) year terms.
 6. INSPECTION: KYSBA has inspected and hereby accepts the PARK in the condition at the beginning of this AGREEMENT.

7. ALTERATIONS: KYSBA shall not make any renovations, alterations, additions, or install any fixtures, equipment, fencing, etc., without the express written consent of CITY. All fixtures and improvements shall become the property of CITY at no cost to the City at termination or expiration of this AGREEMENT.
8. OTHER REQUIREMENTS: KYSBA shall maintain oversight and control of the participants in its program. Littering, vandalizing, destroying or otherwise damaging CITY property is prohibited.
9. COMPLIANCE WITH GOVERNING LAW: Each PARTY shall comply with all federal, state and local laws, rules and regulations, now in force or which may hereafter be in force pertaining to the use of the PARK.
10. INDEMNIFICATION: KYSBA shall indemnify, hold harmless and defend the CITY and its elected or appointed officials, employees and agents from and against all liabilities, claims, suits, losses and expenses, including reasonable attorney' s fees and court costs, arising out of or in the course of the use contemplated by this AGREEMENT that is caused in whole or in part by any act or omission of KYSBA, any act or omission of anyone directly or indirectly employed by KYSBA, or any act or omission for which KYSBA may be liable, whether or not it is caused in whole or in part by the party indemnified.
11. INSURANCE: KYSBA shall, at all times, obtain, pay for, and maintain insurance for the coverages and amounts of coverage not less than those set forth as follows:
 - 11.1. Worker's Compensation - in compliance with the state and federal laws, if required.
 - 11.2. Comprehensive Automobile Liability Policy - a minimum coverage of \$1,000,000.00 combined single limits of liability for bodily injuries, death and property damage resulting from anyone occurrence.
 - 11.3. Comprehensive Premises Liability Policy- a minimum coverage of \$1,000,000.00 including the following coverage:
 - 11.3.1. Premises and operations; and
 - 11.3.2. Broad Form Commercial General Liability Endorsement to include blanket contractual liability (specifically covering but not limited to the contractual obligations assumed by the organization; and
 - 11.3.3. Personal injury (with employment and contractual exclusions deleted); and
 - 11.3.4. Broad Form Property Damages coverage.

- 11.4. KYSBA shall provide to CITY original Certificates of Insurance satisfactory to evidence such coverages before operations pursuant to this AGREEMENT commence.
- 11.5. CITY shall be named as an additional insured on all policies related to this Agreement, excluding Workers Compensation. Such policies shall provide that there shall be no termination, non-renewal, modification, or expiration of such coverage without forty-five (45) calendar days written notice to the CITY.
- 11.6. All insurance shall be written with a company having an A.M. Best rating of at least the "A" category and size categories of VII.
12. UTILITIES: CITY will provide general field maintenance, including lawn mowing, fertilizing, seeding, irrigation and irrigation system maintenance. Any other utility, including electricity shall be provided by KYSBA.
13. RUBBISH: KYSBA shall be responsible for garbage or refuse removal during its use of the PARK.
14. DAMAGE BY FIRE OR OTHER CASUALTY: If the PARK., or any part thereof is damaged by fire or other casualty to such an extent that it is rendered unusable, in whole or in part, the CITY shall have the option to terminate this AGREEMENT, or repair the premises. KYSBA shall have no claim for any loss of use during the period that the PARK. is being repaired.
15. NOTICES: Any notice required or intended to be given to the other PARTY under the terms of this AGREEMENT shall be in writing and shall be deemed to be duly delivered the earlier of (a) actual receipt by personal delivery to the representative (as defined herein), or in lieu of personal service, (b) by way of private courier, such as Federal Express or United Parcel Service addressed to the appropriate party and address as set forth herein, or in lieu of private courier, (c) U.S. Mail, registered, postage prepaid, return receipt requested.
 - 15.1. CITY notice shall be sent to:

City Clerk for the City of Kuna, Idaho
Post Office Box 13
Kuna, Idaho 83634
 - 15.2. KYSBA notice shall be sent to:

Kuna Youth Softball and Baseball Association, Inc.
Post Office Box 449
Kuna, Idaho 83634

16. TERMINATION: Either Party reserves the right to terminate this AGREEMENT by providing written notice of its election to terminate to the other Party at least sixty (60) days prior to the date of termination.
17. ASSIGNMENT: This AGREEMENT is not assignable without the written consent of CITY.
18. WAIVER: No failure of the CITY to enforce any term hereof shall be deemed to be a waiver.
19. ENTIRE AGREEMENT: This AGREEMENT contains the entire agreement between the parties and may be modified only by an addendum to this AGREEMENT or by a new AGREEMENT in writing, signed by CITY and KYSBA.
20. ATTORNEY'S FEES: In the event of any controversy, claim or action being made, filed or, instituted between the PARTIES to this AGREEMENT to enforce the terms and conditions of this Agreement or any of the other documents to be executed hereunder or arising from the breach of any provision hereof, the award of attorney fees and costs and expenses is governed by Idaho Code Section 12-117 (1) and (2).

In witness whereof, the parties hereto have set their hands and seals on the day and year first written above.

CITY OF KUNA, IDAHO

Dated this _____ day of _____, 2023.

BY: _____
Joe L. Stear, Mayor

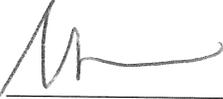
ATTEST:

Dated this _____ day of _____, 2023.

BY: _____
Chris Engels, City Clerk

KUNA YOUTH SOFTBALL AND BASEBALL ASSOCIATION, INC.

Dated this 23 day of February, 2023.

BY: 
William Howe, President

**RESOLUTION NO. R28-2023
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE DURRANT TEMPORARY CONSTRUCTION ACCESS AGREEMENT FOR THE CONSTRUCTION OF DANSKIN SEWER FORCE MAIN IN TEN MILE ROAD.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor and City Engineer of the City of Kuna, Idaho is hereby authorized to execute the Durrant Temporary Construction Access Agreement between the City of Kuna and Big D Ranch Inc. for the construction access along the described path shown on figure 1 of agreement.

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of March, 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of March, 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

Durrant Temporary Construction Access Agreement

15 February 2023

This agreement pertains to the area shown on figure 1 and legal description (attached).

City of Kuna (City) shall:

- Regrade access path from Ten Mile Road east approximately 247 feet.
- Install best management practice compliant waddles approximately 250 feet along the concrete irrigation ditch.
- Install temporary construction safety fence from Ten Mile Road approximately 240 feet to the east boundary of farm house.
- Install approximately six to eight inches of pit run (or similar material) over lain by approximately three to six inches of ¾” minus gravel from Ten Mile Road to approximately 250 feet east.
- Install access/security gates at an angle as shown on figure 1.

Big D shall:

- Provide access along the described path from Ten Mile Road approximately 247 feet east as shown on figure 1.

Terms and conditions:

- Access shall be available to the City of Kuna, associated vendors, and emergency services while the 10 Mile Force Main construction work is in process.
 - Normal access shall be during commonly accepted working hours
 - Substantial completion is listed as April 30, 2023 in the contract documents
 - Final completion is listed as May 30, 2023 in the contract documents
- If additional time is needed, Big D shall work with the City to extend access in 30 day increments.
- City shall provide the listed improvements at no cost to Big D.
- In case of a catastrophic event, Big D can curtail this agreement with 24 hours’ notice to the City.

Joe Stear, Mayor
City of Kuna

Richard Durrant
Big D Ranch Inc.

Date

Date

ATTEST:

Paul A. Stevens, P.E.
City of Kuna

Chris Engels, City Clerk
City of Kuna

Date

EXHIBIT A

LEGAL DESCRIPTION FOR EXTENSION OF THE INGRESS/EGRESS ACCESS PER ROS 7419 AND ROS 8409

A parcel of land located within a portion of Section 2, Township 2 North, Range 1 West, Boise~Meridian, City of Kuna, Ada County, Idaho

Commencing at the N 1/16 corner of said Section 2;

Thence South 00°10'07" West, 31.16 feet along the west line of said Section to the **POINT OF BEGINNING**;

Thence along the north line of Parcel A of ROS 7419, North 89°14'28" East, 247.05 feet to a point that corresponds with the NE corner of said parcel A;

Thence South 00°08'39" East, 25.00 feet which is 5.00 feet farther than the approved and accepted ingress/egress easement per ROS 7419 and ROS 8409;

Thence North 76°41'33" West, 20.56 feet;

Thence South 89°14'28 West, 227.04 feet back to the westerly line of said Section 2;

Thence North 00°10'07" East, 20.00 feet to the **POINT OF BEGINNING**.

S TEN MILE RD

N 1/16

N 00°10'07" E
20.00'

N 00°10'07" E (BASIS OF BEARING)

31.16'

N 00°10'07" E 210.75

25.03'
25.03'

N 89°14'28" E 247.05

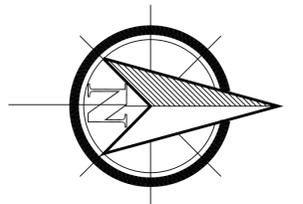
S 89°14'28" W 247.02 (EXISTING)
S 89°14'28" W 227.04'

N 76°41'33" W 20.56'
25.00'

S 00°08'39" E 208.00'

20.00'
(EXISTING)

NEW GATE



CITY OF KUNA
ADA COUNTY, STATE OF IDAHO

RESOLUTION No. R29-2023

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

- **SETTING FORTH FINDINGS; AND**
- **AUTHORIZING THE MAYOR TO SIGN AND CITY CLERK TO ATTEST FOR THE CITY OF KUNA THAT CERTAIN *FIRST AMENDED AND RESTATED PROJECT DEVELOPMENT AGREEMENT* WITH BRISBIE, LLC; AND**
- **DIRECTING THE CITY CLERK; AND**
- **SETTING AN EFFECTIVE DATE.**

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kuna, Ada County, state of Idaho:

Section 1: Findings

It is hereby found by the City Council that:

- 1.1** The City of Kuna entered into that certain Project Development Agreement with Brisbie LLC on the 22nd day of December, 2021 (the “Agreement”) which provides for certain entitlements and requirements for the development of Brisbie LLC’s real property which is subject to said Agreement; and
- 1.2** The Agreement provides, in section 4 therein, for certain Brisbie LLC additional acquired real property to be made subject to the Agreement; and
- 1.3** Brisbie LLC has acquired its first additional acquired real property, as provided in section 4 of the Agreement, and intends that the same shall be made subject to the Agreement to which the City Council is agreeable; and
- 1.4** It is necessary therefore to amend and reform the Agreement to include Brisbie LLC’s first additional acquired real property which has been drafted as the *First Amended and Reformed Project Development Agreement*, a true and correct copy of which is attached to this Resolution marked “**Exhibit A**”; and
- 1.5** The City Council finds it is in the best interest of the City to enter into the *First Amended and Reformed Project Development Agreement* and to authorize the Mayor to sign and the City Clerk to Attest said Agreement.

Section 2:

- 2.1 Mayor Joe Stear, is hereby authorized to execute, as the authorized agent of this City of Kuna, and the City Clerk to attest that certain *First Amended and Reformed Project Development Agreement*, with Brisbie LLC, a copy of which is attached hereto marked “**Exhibit A**,” and thereby bind the City of Kuna to the terms and conditions stated therein.

Section 3: Directing the City Clerk

- 3.1 The Clerk is hereby directed to retain this Resolution in the official records of the City and to certify a copy thereof and provide the same to Brisbie LLC.

Section 4. Effective Date

- 4.1 This resolution shall be in full force and effect after its passage, approval.

PASSED BY THE COUNCIL of Kuna Idaho this 7th day of March 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of March 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

EXHIBIT A

FIRST AMENDED AND REFORMED PROJECT DEVELOPMENT AGREEMENT

THIS FIRST AMENDED AND REFORMED PROJECT DEVELOPMENT AGREEMENT (this “Agreement”) is made and entered into as of _____, 2023 (“Effective Date”) by and between the City of Kuna, a municipal corporation of the State of Idaho (the “City”) and Brisbie LLC, a Delaware limited liability company (together with its affiliates and their respective successors and assigns, the “Company”). The City and Company are sometimes referred to herein collectively as the “Parties” and each individually as a “Party”.

RECITALS

- A. The City has City Authority.
- B. The Company owns the Subject Real Property.
- C. The City has annexed the Subject Real Property and rezoned it M-1 *Light Manufacturing Industrial District*, subject to the M-1 Development Agreement by and between the City and the Original Owners.
- D. The City has also annexed real property, which is adjacent to the Subject Real Property, and rezoned it M-2 *Heavy Manufacturing/Industrial District* subject to the M-2 Development Agreement.
- E. The Company proposes to establish on the Subject Real Property the Project.
- F. The Company anticipates that the Project will require a substantial, long-term commitment of capital and resources of the Company, as well as the careful integration of public capital facilities, water and wastewater infrastructure, construction schedules and the phasing of the development of the Project, in order for the Project to be successful, both for the Company and the City.
- G. The Company is unwilling to risk such capital and resources on the development of the Project and related infrastructure without sufficient assurances from the City that, among other things, (i) the Subject Real Property has been adequately entitled and zoned to permit the development and operation of the Project, (ii) all required permits, approvals and entitlements for the Project have been granted, (iii) all necessary public infrastructure will be available to facilitate and support the development and operation of the Project, and (iv) the City zoning ordinances, including the development standards set forth therein, in existence as of the Effective Date and applicable to the Project will remain unchanged with respect to the Subject Real Property and the Project.
- H. The City finds developments, such as the Project, to be in the public interest, welfare, trade, commerce, and industry of the City and thus desires to encourage

and cooperate with the development of the Project in order to recruit the Project to the City.

- I. The Parties originally entered into this Agreement on the 22nd day of December, 2021. Since that date the Company has acquired their first additional real property (described in *Exhibit B*) which complies with the provisions of Section 4 of this Agreement. Therefore, it is necessary to amend and reform this Agreement to include and make the first additional real property (described in *Exhibit B*) subject to the terms and conditions of this Agreement.
- J. This First Amended and Reformed Project Development Agreement amends, reforms and supersedes the original Project Development Agreement entered into by the Parties on December 22, 2021.
- K. The Parties desire to incorporate their understandings and the City's assurances with respect to the Project with this Agreement.

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 Company hereby agree as follows:

SECTION 1 DEFINITIONS

- 1.1 **“Applicable Rules”** Means and refers to all of the rules, regulations, ordinances and official policies of the City in force and effect as of the Effective Date.
- 1.2 **“City Authority”** Means and refers to the following:
 - 1.2.1 The annexation authority of the City pursuant to the annexation statute (I.C. § 50-222) to annex lands, which are adjacent to the existing City boundaries upon consent of the owners, when the annexation of those lands is reasonably necessary to assure the orderly development of the City in a manner that is efficient and economically viable for both tax-supported and fee-supported City services and that equitably allocates the costs of public services in the management and development of the urban fringe of the City; and
 - 1.2.2 The authority of the City pursuant to the Local Land Use Planning Act (I.C. § 67-6501 et seq.) to exercise the powers conferred by the Act and to ensure that adequate public facilities and services are provided to the people at reasonable cost; (I.C. § § 67-6502(b)).
- 1.3 **“City Council”** Means and refers to the Kuna City Council, which is the legislative body of the City.
- 1.4 **“City Property Tax Supported Services”** Means and refers to the City services and operations, which are not City proprietary fee supported services and which are either partially funded or totally funded by property taxes.

- 1.5 **“Effective Date”** Means and refers to the date this Agreement takes effect, delineated by the date entered by the Parties in the preamble of this Agreement upon full execution of this Agreement, which must occur on or before September 30, 2022.
- 1.6 **“Infrastructure Agreement”** Means and refers to that certain agreement by and between the City and the Company, titled Infrastructure Agreement and dated as of the Effective Date.
- 1.7 **“M-1 Development Agreement”** Means and refers to that certain agreement by and between Ray and Susan Montierth; and Pleasant Valley Agriculture, LLC, (who were the owners of the Subject Real Property when it was annexed and zoned) and the City, governing the City Zoning of the Subject Real Property as a condition of the Zoning approval.
- 1.8 **“M-2 Development Agreement”** Means and refers to that certain agreement by and between Ray and Susan Montierth and the City governing the City Zoning of the real property, which is the subject of the Agreement, as a condition of the Zoning approval.
- 1.9 **“Force Majeure Event”** Means and refers to a matter beyond the reasonable control of the Party to perform (excluding unfavorable economic conditions), including: acts of God, including earthquakes, fire, floods, tornadoes, hurricanes and extreme weather conditions; acts of terrorism; financial and/or banking crises that limit normal extensions of credit; civil disturbances; discovery of hazardous materials; and acts of the United States of America or the State of Idaho.
- 1.10 **“Project”** Means and refers to the development and use Developer proposes to construct and operate on the Subject Real Property, which includes a multi-year, large-scale project that may include multiple phases extending over a period of years with the uses of one or more data centers and/or other facilities used to house, and in which are operated, maintained and replaced from time to time, computer systems and associated components, such as telecommunications and storage systems, cooling systems, power supplies and systems for managing property performance (including generators), and equipment used for the transformation, transmission, distribution and management of electricity (including substations), internet-related equipment, data communications connections, environmental controls and security devices, structures and site features, as well as certain accessory uses or buildings located on the Subject Real Property and other related or associated uses, buildings or structures such as utility buildings, structures, improvements and appurtenants located on, adjacent or near the Subject Real Property that are reasonably related to the data center(s).
- 1.11 **“Subject Real Property”** Means and refers to that certain real property located in Ada County, Idaho, legally described and depicted in *Exhibit A* and that certain first additional real property located in Ada County, Idaho, legally described and depicted in *Exhibit B*.
- 1.12 **Taxes**” Means and refers to any and all taxes, special taxes, assessments, levies, impositions, duties, deductions, withholding, charges and fees, including those imposed

with respect to any assessment districts, infrastructure financing, community facilities districts, community taxing districts, maintenance districts or other similar districts.

1.13 **“Zoning”** Means and refers to the City’s M-1 Zone.

1.14 **“Zoning Ordinance”** Means and refers to the Kuna City Code.

SECTION 2 PARTIES’ AUTHORITY AND ACTIONS

2.1 **City Authority.** The City represents and warrants to the Company that (a) the City has City Authority with the full power and authority to enter into this Agreement and to perform its obligations hereunder, (b) this Agreement is a valid and binding obligation, enforceable against the City in accordance with the terms hereof and (c) the execution and delivery of this Agreement has been validly authorized by all necessary governmental or other action and does not conflict with any other agreements entered into by the City.

2.2 **Company Authority.** The Company represents and warrants to the City that (a) the Company has full power and authority to enter into this Agreement and to acquire the Subject Real Property; (b) this Agreement is a valid and binding obligation, enforceable against the Company in accordance with the terms hereof; and (c) execution and delivery of this Agreement has been validly authorized in accordance with the provisions of the Company’s operating agreement.

SECTION 3 ENTITLEMENTS

3.1 **Entitlement to Develop.** The City represents to the Company that, as of the Effective Date: (i) the City annexed and zoned the Subject Real Property with the Zoning; (ii) the Zoning applies to the Subject Real Property pursuant to the Zoning Ordinance; (iii) the City has determined the Project qualifies as a Data Processing Facility, an allowed use in the Zoning pursuant to the Zoning Ordinance; and (iv) no Applicable Rule prohibits, prevents or encumbers the development, completion, operation or occupancy of the Project or any portion thereof in compliance with the use, density, design, height, setback and signage regulations and requirements and other development entitlements incorporated in the Project Approvals in accordance with the M-1 Development Agreement. Upon obtaining the Project Approvals, the Company will have the vested right to develop, construct and operate the Project, including the right to maintain, remodel, renovate, rehabilitate, rebuild, replenish or replace the Project or any portion thereof (including any equipment used in operating the Project) throughout the Term for any reason, including in the event of damage, destruction or obsolescence of the Project or any portion thereof (including any equipment used in operating the Project), subject only to the Applicable Rules.

3.2 **Alternative Energy.** The City acknowledges that the Company is exploring (but shall not be obligated to pursue) options to use alternative energy sources, including solar panels, geothermal cooling and wind energy, to operate the Project or a portion thereof.

- 3.3 Project Approvals.** The City represents to the Company that the Project Approvals are the only permits, approvals, reviews and actions that are required to commence and complete the development of the Project under the Applicable Rules. Nothing herein shall prohibit the Company from subsequently seeking other or further permits, approvals, reviews or other actions in connection with the Project as may be deemed necessary or desirable by the Company in its sole discretion, subject to the applicable rules in force and effect at the time the applications are filed and the M-1 Development Agreement. The City has taken all of the actions with respect to the completed Project Approvals indicated on *Exhibit C* and shall process any and all remaining Project Approvals set forth on *Exhibit C* promptly upon application therefore.
- 3.4 Timeframes and Staffing for Processing and Review.** The Company may request the City to expedite processing of all Project Approvals (including staff review and processing and actions by any boards and commissions) and any other approvals or actions requested by the Company in connection with the Project. Further, the Company may request the City to assign a building inspector who is dedicated to the prompt review of any and all plans and the prompt performance of any and all inspections required for the design, construction, development and occupancy of the Project. The Company shall timely notify the City of such requests and, upon receipt of an invoice from the City, shall pay all reasonable costs incurred by the City, which will include necessary contracted building official costs, specifically related to the processing of such requests, but will not include any other related costs of City Property Tax Supported Services.
- 3.5 Other Approvals.** The City shall assist and cooperate in good faith with the Company in connection with obtaining any (i) approvals and permits from other governmental or quasi-governmental agencies having jurisdiction over the Subject Real Property, the Project and (ii) similar documents and instruments from third parties, as may be necessary or desirable in connection with the development or operation of the Project. If City action is required in connection with obtaining any such approvals, permits, documents or instruments, the City shall establish, within ten (10) Business Days (as defined below), the process for taking final action following its receipt of each such request; provided that such period shall be tolled for any period during which the City is awaiting revisions or additional information from the Company that are necessary to complete the City process.

SECTION 4 ADDITIONAL PROPERTY

- 4.1 Additional Property.** The Company may from time to time acquire additional real property (whether in one or more parcels, “Additional Property”), and subject to the following process and qualifications, this Agreement shall apply to such Additional Property and the definition of “Subject Real Property” shall include such Additional Property regardless of whether the legal description of such Additional Property is actually attached hereto:
- 4.1.1 The Company must provide notice to the City Planning and Zoning Department to amend this Agreement to include qualifying Additional Property within five (5) years after the Effective Date, subject to the extension provision in Section 4.1.1.1.

- 4.1.1.1 Extension: The Company may file with the City written requests for one-year extensions of the date set forth in Section 4.1.1. Under no circumstances, will the City Council be obligated to grant the extension requests.
- 4.1.2 The Additional Property must have been an existing parcel contiguous to the Subject Real Property upon the Effective Date as depicted on **Exhibit D**.
- 4.1.3 The Additional Property must be owned by the Company.
- 4.1.4 The application for annexation and zoning of the Additional Property must request a light industrial (M-1) zoning classification.
- 4.1.5 The Additional Property shall be subject to a development agreement with the following conditions:
 - 4.1.5.1. The terms and conditions of the M-1 Development Agreement and this Project Development Agreement; and
 - 4.1.5.2. Any use of the Additional Property shall be by the Company as an adjunct to the Project; and
 - 4.1.5.3. The terms and conditions of the Infrastructure Agreement shall apply to any additional water and/or wastewater infrastructure, needed to serve the development of the Additional Property, and
 - 4.1.5.4. The additional real property, when fully developed, will not increase the Company's rights to receive water and/or wastewater services, pursuant to this Agreement; and
 - 4.1.5.5. This Agreement is to be amended accordingly upon the annexation of any additional real property.
- 4.1.6 The provisions in this Section 4 do not relieve the Company from obtaining any necessary approvals to use the Additional Property such as annexation, zoning, design review, and building permits.

SECTION 5 COMPANY EFFORTS

- 5.1 **Property for Infrastructure.** In the event the Company establishes the Project, it shall, at no cost to the City, convey (by deed or by long-term lease, or direct a third party to convey through deed or long-term lease,) to the City certain real properties, which the Company has the right to acquire or to direct the conveyance of, for the purpose of siting of certain water and wastewater improvements. These real properties will consist of: (1) approximately 160 acres of land, as more particularly described in **Exhibit E** hereto ("Lagoon Property"), and (2) certain real property that will be sufficient to site, operate, and maintain the components of the water and sewer infrastructure (the "Certain Real

Properties”). The City will have conducted its own inspection and investigation into the Lagoon Property and the Certain Real Properties in the approval process of the Infrastructure Agreement and agrees, as a condition of its acceptance, to accept the Certain Real Properties on an “as is” basis and to use them solely for municipal services purposes.

- 5.2 Mitigation Payment for City Property Tax Supported Services.** The Parties acknowledge that the Project currently is located outside of the City’s target response times for emergency service providers and, as a result, may require additional staffing to adequately serve the Project site until such time as the City expands services into the Project area. The Parties further acknowledge that recent property tax legislation known as House Bill No. 389, approved by the Idaho Legislature and signed into law effective January 1, 2021, may negatively impact the City’s ability to fund City Property Tax-Supported Services. To mitigate projected fiscal impacts to the City of additional costs required to serve the Project site, the Parties agree the Company shall provide to the City a one-time mitigation payment in the amount of Eight Million Four Hundred Thousand Dollars (\$8,400,000.00), to be paid upon issuance of the first building permit for a Project building on the Property, excluding permits for infrastructure improvements. The Parties agree that this mitigation payment will fully satisfy all negative fiscal impacts of the Project on the City Property Tax Supported Services. The Parties agree that this mitigation payment fully satisfies the requirements in Section 3.2 of the M-1 Development Agreement.

SECTION 6 TAXES

- 6.1 Right to Oppose.** The Company shall have the right, to the extent permitted by law, to protest, oppose and vote against any and all Taxes.
- 6.2 New Taxes.** During the Term, City staff shall not recommend or support any new Taxes that are applicable to the Project, or the Subject Real Property.

SECTION 7 TERM

- 7.1 Term.** The term of this Agreement (the “Term”) commences on the Effective Date and continues until terminated in accordance with this Agreement.
- 7.2 Termination.** This Agreement terminates as follows:

7.2.1 On September 30, 2025, in the event the Company has not filed with the City an application for building permit, subject to the extension provision in Section 7.2.1.1.

7.2.1.1: Extension: The Company may file with the City written requests for one-year extensions of the termination date set forth in Section 7.2.1. Under no circumstances, will the City Council be obligated to grant the extension requests.

7.2.2 The Company may at any time and for any reason terminate this Agreement automatically upon written notice being provided to the City, subject to:

7.2.2.1 The Company promptly remediating any hazardous or unsafe conditions on site, as required by Federal, State law and City Ordinance, that may be present as a result of the Company's ground disturbance activities or partial construction of Project structures; and

7.2.2.2 The Company is not then in default of this Agreement beyond the notice and cure period.

SECTION 8 THIRD PARTY TRANSACTIONS

8.1 Estoppel Certificate. At any time, and from time to time, either Party may deliver written notice to the other Party requesting that such other Party certify in writing that, to the knowledge of the certifying Party: (i) this Agreement is in full force and effect and a binding obligation of the Parties; (ii) this Agreement has not been amended or modified, or if amended or modified, a description of each such amendment or modification; (iii) the requesting Party is not then in breach of this Agreement, or if in breach, a description of each such breach; and (iv) any other factual matters reasonably requested (an "Estoppel Certificate"). The City's Mayor or its authorized designee may execute, on behalf of the City, any Estoppel Certificate requested by the Company that is consistent with this Section 8.1. The City acknowledges that an Estoppel Certificate may be relied upon by transferees or successors in interest to the Company and by Mortgagees holding an interest in the Subject Real Property.

8.2 No Third Party Beneficiaries. The only parties to this Agreement are the City and the Company. There are no third-party beneficiaries under this Agreement, and except for assignees and successors-in-interests to either Party, this Agreement shall not be construed to benefit or be enforceable by any other party whatsoever.

SECTION 9 DEFAULT AND REMEDIES

9.1 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.

9.2 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 10
MISCELLANEOUS**

10.1 Force Majeure. If due to the occurrence of a Force Majeure Event a Party is unable to meet any obligation hereunder, then the deadline for performing such obligation shall be automatically extended for the period of time the Force Majeure Event continues; provided that such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances of such Force Majeure Event affecting its performance or to complete performance in as timely a manner as is reasonably possible.

10.2 Recitals. The recitals of this Agreement are material terms hereof and shall be binding upon the Parties.

10.3 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 10.3, notices to the Parties shall be delivered as follows:

City: City of Kuna
751 W. 4th Street
Kuna, Idaho 83634

Company: Brisbie LLC
c/o Givens Pursley LLP
Attn: Deborah Nelson
Givens Pursley LLP
601 West Bannock Street
Boise, ID 83702

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.

10.4 Assignment. The Company may assign its rights and obligations under this Agreement to any (i) affiliate controlling, controlled by or under common control with the Company (and upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations hereunder) or (ii) subsequent owner of all or any portion of the Subject Real Property. If the Company sells the Subject Real Property in its entirety and assigns its

rights and obligations hereunder to its successor in title to the Subject Real Property, then the Company shall be relieved of all of its covenants, commitments and obligations hereunder. The Company shall provide written notice to the City of any assignment (including a conformed written copy of the assignment).

- 10.5 Run with the Land.** The Company may record in the Official Records of Ada County a memorandum of this Agreement setting forth the existence of this Agreement. This Agreement shall run with the Subject Real Property and any portion thereof as it may be subdivided or recombined.
- 10.6 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. It is the Parties' collective intention to encourage, promote and aid the Project so that the opportunities and positive community impacts of the Project are fully realized by the City, its citizens and the Company.
- 10.7 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.
- 10.8 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 federal court of Idaho, except in the limited instance where said federal court does not have jurisdiction over the applicable dispute, in which case venue shall instead lie in the Fourth District Court of the State of Idaho.
- 10.9 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.

- 10.10 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.
- 10.11 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.
- 10.12 Effect on Other Vested Rights.** This Agreement does not abrogate any rights established or preserved by any applicable law, or by any other agreement or contract executed by the City and the Company in connection with the Project, or that have vested or may vest pursuant to common law or otherwise.
- 10.13 Confidential Information.** The Company may designate any trade secrets or confidential business information included in any report or other writing delivered to the City pursuant to or in connection with this Agreement by any method intended to clearly set apart the specific material that the Company claims to be either its trade secrets or confidential business information that, if released, would give an advantage to competitors or result in unfair competitive injury to the Company (such information, collectively, “Confidential Business Information”). For the avoidance of doubt, all building plans shall be deemed Confidential Business Information. The City shall redact or delete any Confidential Business Information from any records it makes available for inspection or of which it provides copies. Within two (2) Business Days following the City’s receipt of any request to inspect or obtain copies of public records relating to this Agreement or the Project, the City shall provide written notice of the same to the Company, which notice shall include a copy of such request. The City shall not allow inspection or provide copies of any such records until the Company shall have had not less than ten (10) Business Days (following and excluding the day on which the Company receives such notice) to determine whether to contest the right of any party to inspect or receive copies of such records. Any such

action to enjoin the release of Confidential Business Information may be brought in the name of the Company or the City. The costs, damages, if any, and attorneys' fees in any proceeding commenced by the Company or at its request by the City to prevent or enjoin the release of Confidential Business Information in any public records relating to this Agreement or the Project shall be borne by the Company.

- 10.14 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 10.14 shall survive the termination of this Agreement and the entry of any judgment and shall not merge or be deemed to have merged into any judgment.
- 10.15 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.
- 10.16 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.
- 10.17 Ethical Business Practices; No Procurement Process.** In connection with the negotiation and performance of this Agreement, the City represents and warrants that it has complied and covenants that it shall comply with all Applicable Rules and applicable laws, including without limitation anti-corruption legislation, and that it has used and shall use only legitimate and ethical business practices. The performance any obligations under this Agreement does not require the Company to submit any bid or otherwise participate in any procurement process of the City or to undertake any other obligations required by procurement laws and regulations of the City.

[Signatures appear on following page]

The City and the Company 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 Mayor

By: _____
Name: _____
Title: Mayor

ATTEST:

By: _____
Name: _____
Title: City Clerk

COMPANY:

Brisbie LLC,
a Delaware limited liability company

By: _____
Name: _____
Title: _____

EXHIBIT A

SUBJECT REAL PROPERTY

The Land referred to herein below is situated in the County of Ada, State of ID, and is described as follows:

PARCEL 1:

LOT 2, SECTION 31, TOWNSHIP 2 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO.

PARCEL 2:

LOTS 3 AND 4 AND THE EAST HALF OF THE SOUTHWEST QUARTER AND THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER, ALL IN SECTION 31, TOWNSHIP 2 NORTH, RANGE 2 EAST OF THE BOISE MERIDIAN, IN ADA COUNTY, STATE OF IDAHO.

PARCEL 3:

BASIS OF BEARINGS FOR THIS DESCRIPTION IS NORTH 0°08'05" WEST BETWEEN THE 5/8" REBAR ILLEGIBLE CAP MARKING THE SOUTHWEST CORNER OF SECTION 6, AND THE ALUMINUM CAP MARKING THE WEST QUARTER CORNER OF SECTION 6, BOTH IN TOWNSHIP 1 NORTH, RANGE 2 EAST, BOISE MERIDIAN

PARCEL B RECORD OF SURVEY 10795 BEING A PORTION OF GOVERNMENT LOT 1, GOVERNMENT LOT 2 AND 3, SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

COMMENCING AT AN ALUMINUM CAP MARKING THE NORTHEAST CORNER OF SECTION 6; THENCE

SOUTH 0°05'21" WEST, COINCIDENT WITH THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 545.00 FEET TO A 5/6" REBAR WHICH IS THE POINT OF BEGINNING; THENCE CONTINUING

SOUTH 0°05'21" WEST, COINCIDENT WITH THE EAST LINE OF SAID SECTION 6, A DISTANCE OF 2107.72 FEET TO THE EAST QUARTER OF SAID SECTION 6; THENCE

NORTH 89°17'57" WEST, COINCIDENT WITH THE SOUTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 6, A DISTANCE OF 2645.64 FEET TO A 5/8" REBAR MARKING THE C1/4 CORNER OF SAID SECTION 6; THENCE

NORTH 89°17'57" WEST, COINCIDENT WITH THE SOUTH LINE OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 6, A DISTANCE OF 1318.37 FEET TO A 5/8" REBAR MARKING THE CW1/16 CORNER; THENCE

NORTH 0°09'14" WEST, COINCIDENT WITH THE WEST LINE OF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER AND THE WEST LINE OF GOVERNMENT LOT 3, A DISTANCE OF 2663.23 FEET TO A 5/6" REBAR MARKING THE NORTHWEST CORNER OF SAID GOVERNMENT LOT 3; THENCE

SOUTH 89°25'26" EAST, COINCIDENT WITH THE NORTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1324.71 FEET TO A 1/2" REBAR MARKING THE NORTH QUARTER CORNER OF SAID SECTION 6; THENCE

SOUTH 89°00'46" EAST, COINCIDENT WITH THE NORTH LINE OF GOVERNMENT LOT 2 AND 1, A DISTANCE OF 2250.75 FEET TO A 5/8" REBAR; THENCE

SOUTH 0°05'21" WEST PARALLEL WITH THE SAID EAST LINE OF SECTION 6, A DISTANCE OF 545.00 FEET TO A 5/8" REBAR; THENCE

SOUTH 89°00'46" EAST, PARALLEL WITH SAID NORTH LINE OF GOVERNMENT LOT 1, A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING:

PARCEL B OF ROS 11735, BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST QUARTER OF CORNER OF SAID SECTION 6 FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 6 BEARS

SOUTH 89°00'46" EAST, 2,650.75 FEET;

THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 6

SOUTH 89°00'46" EAST, 1,348.00 FEET TO THE REAL POINT OF BEGINNING. THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE

SOUTH 89°00'46" EAST, 902.76 FEET; THENCE LEAVING SAID NORTH BOUNDARY LINE

SOUTH 00°05'21" WEST, 545.00 FEET; THENCE

SOUTH 89°00'46" EAST, 400.00 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SAID SECTION 6; THENCE ALONG SAID EAST BOUNDARY LINE

SOUTH 00°05'21" WEST, 2,107.72 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 6; THENCE THE EAST-WEST CENTERLINE OF SAID SECTION 6

NORTH 89°17'57" WEST, 1,302.66 FEET; THENCE LEAVING SAID EAST-WEST CENTERLINE

NORTH 00°05'21" EAST, 2,659.23 FEET TO THE REAL POINT OF BEGINNING.

and

A portion of the NE 1/4 of Section 6, T.1N., R.2E., B.M., Ada County, Idaho being more particularly described as follows:

Commencing at the N1/4 of corner of said Section 6 from which the NE corner of said Section 6 bears South 89°00'46" East, 2,650.75 feet;

thence along the North boundary line of said Section 6 South 89°00'46" East, 1348.00 feet to the **REAL POINT OF BEGINNING**;

thence continuing along said North boundary line South 89°00'46" East, 902.76 feet;

thence leaving said North boundary line South 00°05'21" West, 545.00 feet;

thence South 89°00'46" East, 400.00 feet to a point on the East boundary line of said Section 6;

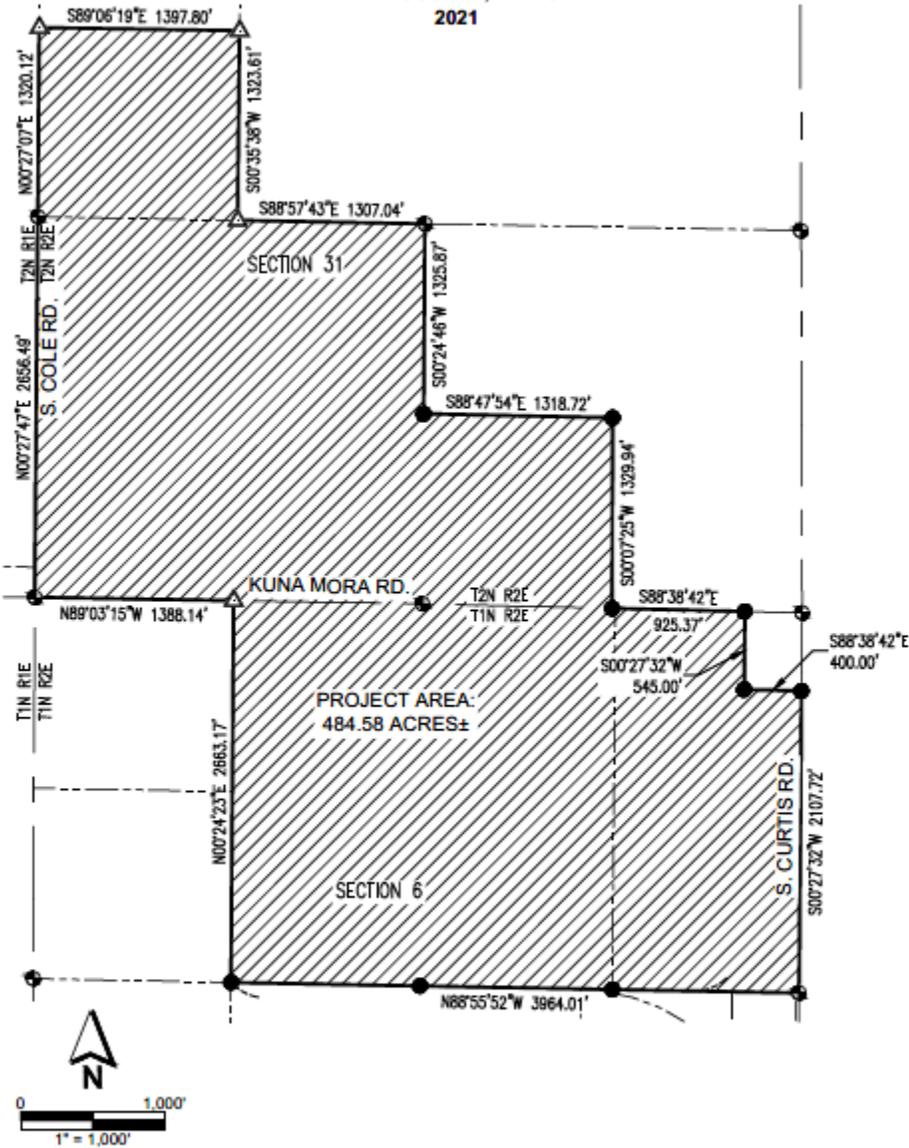
thence along said East boundary line South 00°05'21" West, 2,107.72 feet to the E1/4 corner of said Section 6;

thence the East-West centerline of said Section 6 North 89°17'57" West, 1,302.66 feet;

thence leaving said East-West centerline North 00°05'21" East, 2,659.23 feet to the **REAL POINT OF BEGINNING**. Containing 74.42 acres, more or less.



EXHIBIT MAP
 LOCATED IN SEC. 6, T1N, R2E, &
 SEC. 31, T2N, R2E, BOISE MERIDIAN,
 ADA COUNTY, IDAHO
 2021



PROJECT: PEREGRINE - EAST KUNA	
PROJECT AREA	
DATE: NOVEMBER 23, 2021	SHEET 1 OF 1

Parametrix
 ENGINEERING · PLANNING · ENVIRONMENTAL SCIENCES

7761 W RIVERSIDE DRIVE, SUITE 201 | BOISE, ID 83714
 P 208.898.0012
 WWW.PARAMETRIX.COM

EXHIBIT B
Subject Real Property
First Additional Real Property Legal Description

Ada County Parcel Number

PARCEL I:

Lot 4 (NW¼NW¼) of Section 6, Township 1 North, Range 2 East, Boise Meridian, Ada County, Idaho.

LESS AND EXCEPTING that portion deeded to Ada County Highway District in Warranty Deed
recorded May 3, 1972, as Instrument No. 804792, Ada County, Idaho.

Ada County Parcel Number S2006231100

PARCEL II:

Lot 5 (SW¼NW¼) of Section 6, Township 1 North, Range 2 East, Boise Meridian, Ada County, Idaho.

LESS AND EXCEPTING that portion deeded to Ada County Highway District in Warranty Deed
recorded May 3, 1972, as Instrument No. 804792, Ada County, Idaho.

Ada County Parcel Number S1531222400

Government Lot 1, Section 31, Township 2 North, Range 2 East, Boise Meridian, Ada County, Idaho.

EXHIBIT B
Graphical Depiction of Subject First Additional Real Property

First Additional Real Property Depicted in Blue

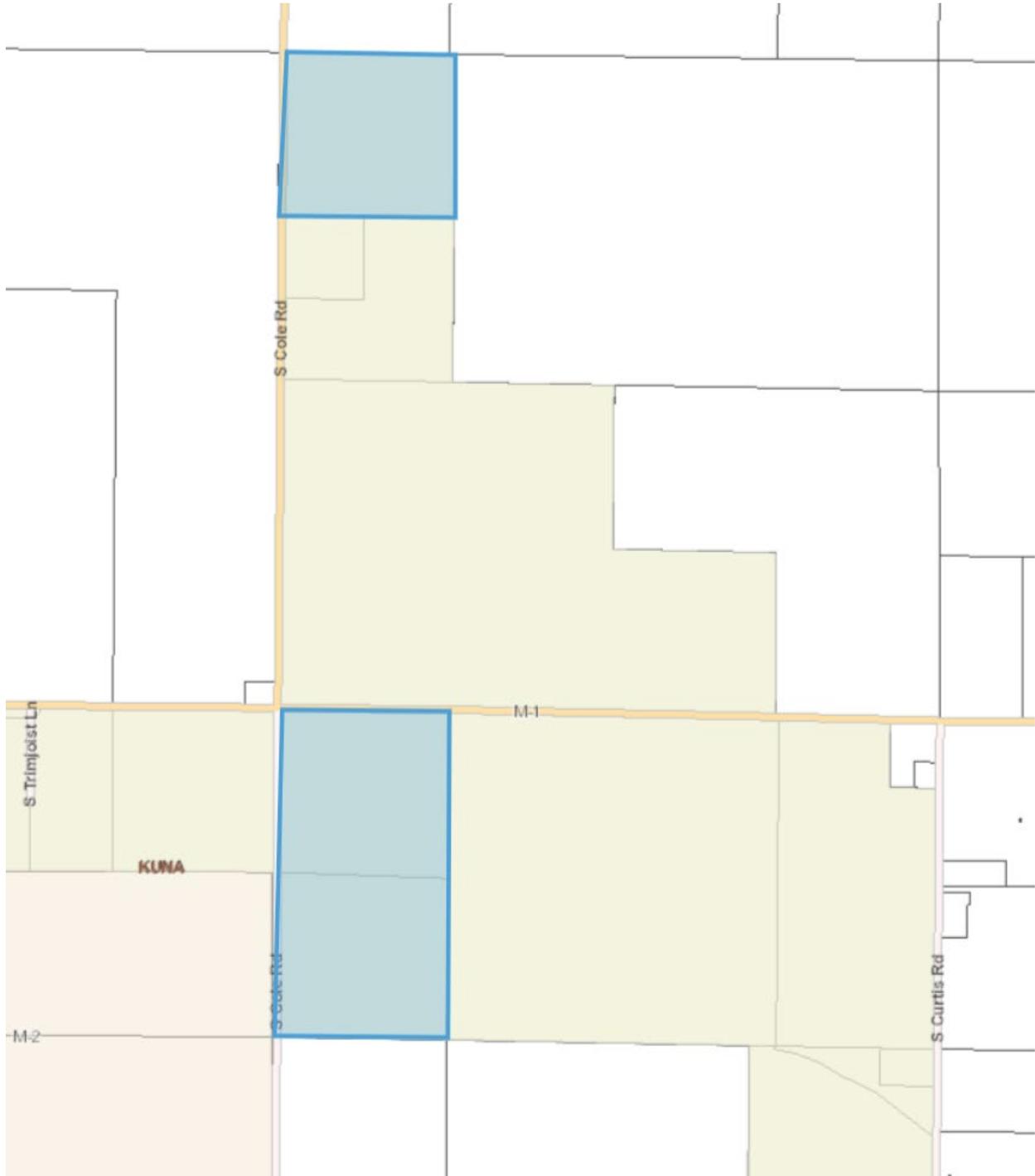


EXHIBIT C

PROJECT APPROVALS

Completed Project Approvals

1. City Council approval of the annexation and Zoning of the Subject Real Property and the M-1 Development Agreement on November 2, 2021.
2. City Council approval of this Project Development Agreement on December 7, 2021.

Remaining Project Approvals

1. Design Review approval
2. Special Use Permit for substation, as needed
3. Special Use Permit for any alternative energy system, as needed.
4. Subdivision or Lot Line Adjustment, as needed
5. Building Permit
6. Occupancy Permit

EXHIBIT D

CONTIGUOUS PARCELS

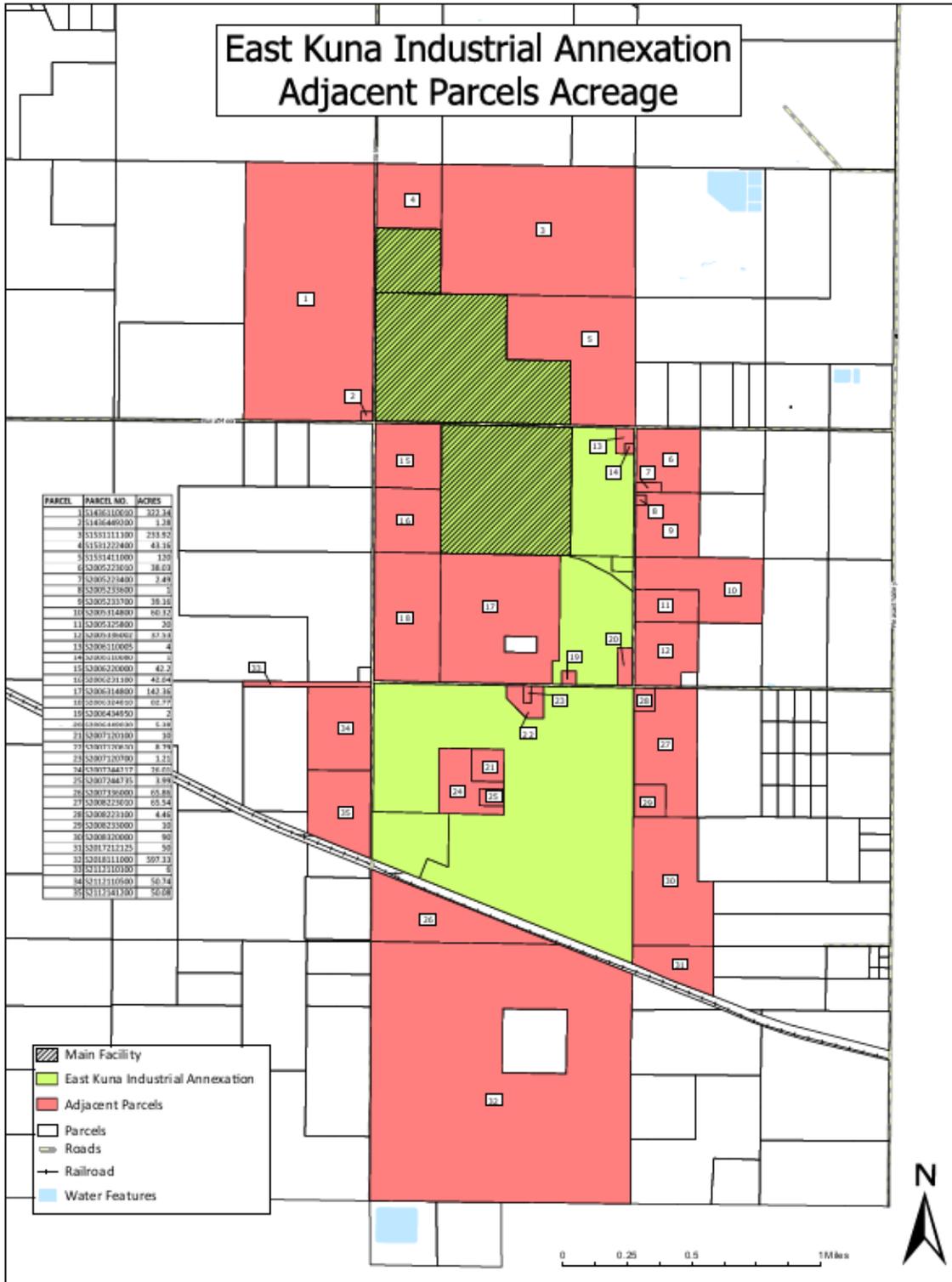


EXHIBIT E

LAGOON PROPERTY

An area of land being a portion of the East One Half of the East One Half of Section 7, AND a portion of the Northeast One Quarter of the Northeast One Quarter of Section 18, Township 1 North, Range 2 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

BEGINNING at the Northeast corner of said Section 7, thence on the east line of said Section 7, South 00° 07' 33" West, 1336.95 feet;

Thence South 00° 06' 26" West, 1337.05 feet;

Thence South 00° 06' 02" West, 2632.33 feet, to the Southeast corner of said Section 7;

Thence on the east line of said Section 18, South 01° 12' 13" West, 364.70 feet, to a point on the northerly right of way line of the Union Pacific Railroad;

Thence on said northerly right of way line, North 68° 05' 53" West, 1421.13 feet, to a point on the west line of said East One Half of the East One Half;

Thence on said west line, North 00° 10' 02" East, 2494.66 feet;

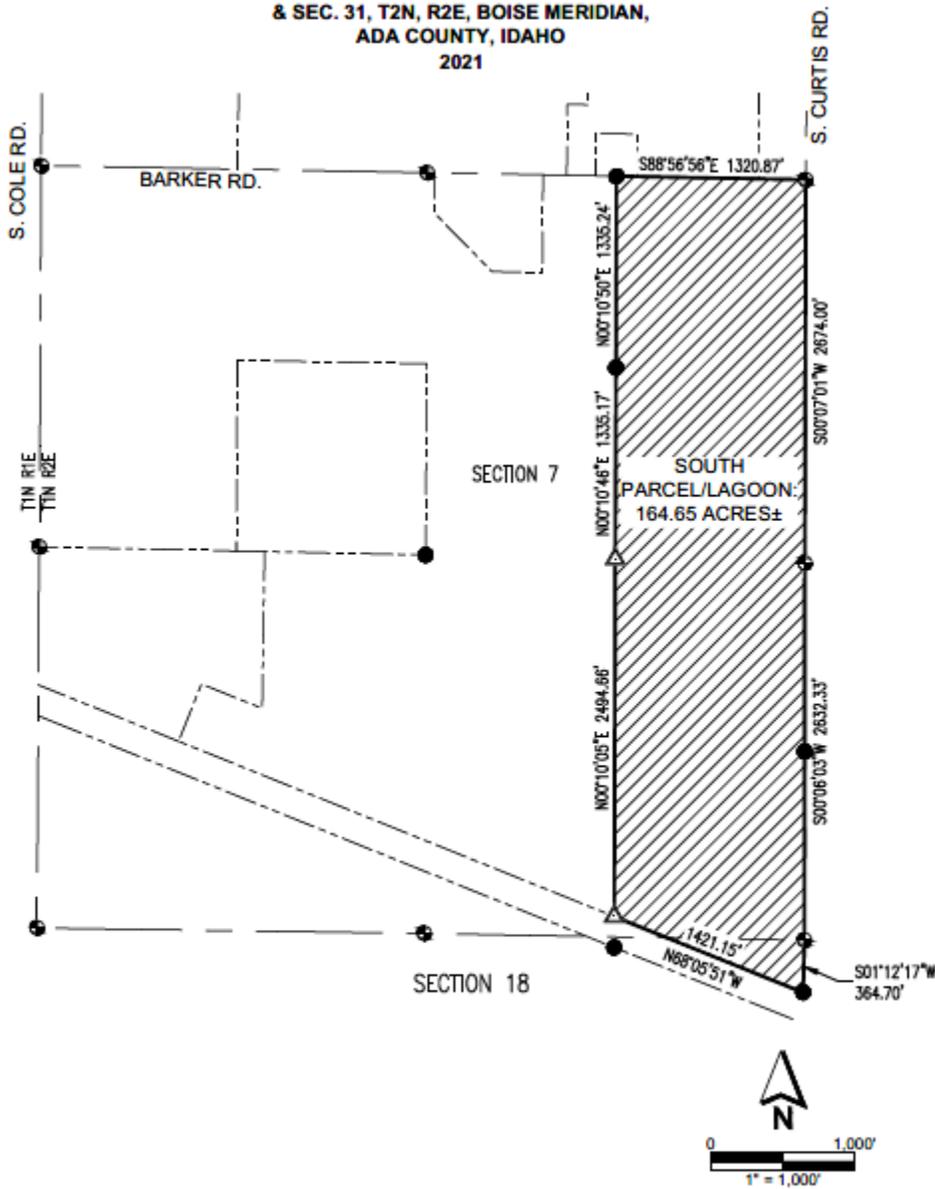
Thence North 00° 10' 43" East, 1335.17 feet;

Thence North 00° 10' 47" East, 1335.24 feet, to a point on the north line of said Section 7;

Thence on said north line, South 88° 56' 59" East, 1320.87 feet to the POINT OF BEGINNING.

The above-described area of land contains 164.65 acres, more or less.

EXHIBIT MAP
 LOCATED IN SEC. 7 & 18, T1N, R2E,
 & SEC. 31, T2N, R2E, BOISE MERIDIAN,
 ADA COUNTY, IDAHO
 2021



PROJECT: PEREGRINE - EAST KUNA	
SOUTH/LAGOON PARCEL	
DATE: NOVEMBER 23, 2021	SHEET 1 OF 1

Parametrix
 ENGINEERING · PLANNING · ENVIRONMENTAL SCIENCES

7761 W RIVERSIDE DRIVE, SUITE 201 | BOISE, ID 83714
 P 208.898.0012
 WWW.PARAMETRIX.COM

CITY OF KUNA

Certification of Resolution 2023-_____

STATE OF IDAHO)

: ss.

County of Ada)

I certify that this is a true and correct copy of Resolution No. 2023-_____, an original record of the City of Kuna, in the possession of Chris Engels, City Clerk.

Dated: _____

Signature of Notary Public

My Commission Expires: _____

[seal]

ek/W:\Work\K\Kuna, City of 25721\Project Peregrine .008\Final Agreed Project Development Agreements Clean Drafts\First Additional Property\Resolution 2023-____ First Amended and Restated Project Development Agreement with Brisbie, LLC..DOCX

Resolution No. - _____ *First Amended and Restated Project Development Agreement with Brisbie, LLC*

**RESOLUTION NO. R30-2023
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE PRESSURIZED IRRIGATION FACILITIES CONSTRUCTION REIMBURSEMENT AGREEMENT FOR RISING SUN IRRIGATION PUMP AND POND; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE; AND AUTHORIZING THE CITY TREASURER TO PAY M3 COMPANIES THE AMOUNT OF EIGHT HUNDRED NINETY-THREE THOUSAND, EIGHT HUNDRED AND THIRTEEN DOLLARS AND FIFTY-THREE CENTS (\$893,813.53) PURSUANT TO THE TERMS OF SAID AGREEMENT.

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

Section 1. The Pressurized Irrigation Facilities Construction Reimbursement Agreement for Rising Sun Irrigation Pump and Pond, as attached hereto as “**APPENDIX A**”, is hereby approved pursuant to the City Pressurized Irrigation Facilities Reimbursement Policy approved by Resolution No. R83-2019 on November 6, 2019.

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

Section 3. The City Treasurer is authorized to pay M3 COMPANIES eight hundred ninety-three thousand, eight hundred and thirteen dollars and fifty-three cents (\$893,813.53) as calculated pursuant to the terms of the reimbursement agreement.

PASSED BY THE COUNCIL of Kuna, Idaho this 7th day of March, 2023.

APPROVED BY THE MAYOR of Kuna, Idaho this 7th day of March, 2023.

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

REIMBURSEMENT AGREEMENT
Rising Sun Irrigation Pump and Pond

THIS AGREEMENT made this ____ day of _____ 2023, by and between the CITY OF KUNA, a municipal corporation, hereinafter called CITY, and M3 ID Rising Sun, LLC, hereinafter called DEVELOPER: an Arizona limited liability company

WITNESSETH:

WHEREAS, CITY has prepared, adopted and updated a Kuna Pressurized Irrigation Master Plan to guide the sizing, elevation and location of its municipal pressurized irrigation system facility additions and extensions; and

WHEREAS, on November 6, 2019 City adopted Resolution Number R83-2019 outlining the Pressurized Irrigation Facilities Reimbursement Policy for pressurized irrigation facilities construction conforming to the Kuna Pressurized Irrigation System Master plan; and

WHEREAS, in implementing the updated respective Kuna Master Plan, it is further declared policy of CITY to extend the respective utility system subject to the owner of property in such areas being bound by and complying with all ordinances of CITY and all rules and regulations promulgated by CITY now in effect or hereinafter to be enacted; and

WHEREAS, DEVELOPER did construct respective utility facility known as Rising Sun Irrigation Pump and Pond, as shown on **Exhibit A**, and has requested reimbursement for certain portions of the pressurized irrigation system; and

WHEREAS, the constructed facilities are now included as a component of the CITY system and are now utilized by said CITY for their intended purpose; and

WHEREAS, CITY upon recommendation of the City Engineer, accepts and approves the proposal of DEVELOPER for reimbursement, subject to all the conditions hereinafter provided by this Agreement.

NOW THEREFORE, in consideration of the foregoing premises, it is agreed:

- A. Preparation of Plans. DEVELOPER prepared plans and specifications, drawings, instructions, bid proposal and all other contract documents for the construction and installation of the respective utility facility, shown on **Exhibit A**, including rights-of-way, grades and elevation, and materials to be used in the construction and installation of said respective utility facility.

- B. Construction of Respective Utility Facility.

- (1) DEVELOPER did install and construct the respective utility facility and appurtenances as shown on **Exhibit A**, subject to the conditions hereinafter provided.
 - (2) DEVELOPER did provide all engineering and surveying and contract administration for the construction of the respective utility facility described on **Exhibit A**.
 - (3) DEVELOPER did satisfactorily complete the project in conformance with approved plans and did provide evidence bills that the general contractor and engineer have been paid.
- C. Reimbursement to DEVELOPER. In recognition of the fact that DEVELOPER did install and construct respective utility facility as shown on **Exhibit A**, CITY shall reimburse to DEVELOPER for the following amounts as shown in **Exhibit C** and as follows
- Pressurized Irrigation for eight hundred ninety-three thousand, eight hundred thirteen dollars and fifty-three cents (\$893,813.53)
- Reimbursement shall be provided from the funds and in the manner described in the respective City of Kuna Reimbursement Policies attached hereto as **Exhibit B**.
- D. Audit Period. CITY will make an audit of this agreement on an annual basis in conformance with the respective reimbursement policies of said CITY, and refund applicable fees collected during the audit period.
- E. Term of Agreement. The audit and payment of reimbursement shall be for a period not to exceed ten (10) annual payments in conformance with the respective reimbursement policies of said CITY until such time as reimbursement has been fully paid, whichever comes first.
- F. Cost of Respective Utility Facility on DEVELOPER'S Property. All costs and expenses, including the construction, engineering, advertising, clerical, legal and licenses and permits which were required for the construction and installation of the respective utility facility upon and within DEVELOPER'S property not eligible for reimbursement as defined herein, shall be at DEVELOPER'S sole expense.
- G. Compliance with Laws. Upon connection to respective utility facility, DEVELOPER agrees to abide by all applicable CITY laws, rules and regulations pertaining to the respective utility facility.

- H. Indemnification and Insurance. DEVELOPER shall indemnify and save and hold harmless CITY from and for any and all losses, claims, actions, judgments for damages, or injury to persons or property and losses and expenses caused or incurred by DEVELOPER related to the design, construction and otherwise providing of the facility described in paragraphs B.1, B.2 and B.3, its servants, agents, employees, guests, and business invitees, and not caused by or arising out of the tortious conduct of CITY or its employees.
- I. No Assignment. DEVELOPER shall not assign any portion of this agreement or any privilege hereunder, either voluntarily or involuntarily, without the prior written consent of city, which consent shall not be unreasonably withheld.
- J. Definition of DEVELOPER'S Property. The term "DEVELOPER'S PROPERTY" in this Agreement shall mean the parcels described on **Exhibit A** attached hereto.
- K. Representations.
- (1) DEVELOPER, as defined above, represents that it is the only bona fide claimant to the reimbursements referenced in this agreement. Further, DEVELOPER represents it will indemnify CITY from all other claims as outlined in Paragraph H above.
 - (2) DEVELOPER, as defined above, represents that the General Contractor(s) for the construction of facilities described in **Exhibit A** have been fully paid. Further, DEVELOPER represents it will indemnify CITY from all claims of General Contractor(s) as outlined in Paragraph H.
 - (3) DEVELOPER, as defined above, represents that in constructing and installing the respective utility facility referenced in this Agreement, it has complied with all laws, orders and regulations of Federal, State and Municipal authorities and has all licenses or permits which are required for the construction and installation of said system.
- L. Binding Effect. The terms and conditions of this Agreement shall be binding upon all of DEVELOPER'S assigns, or successors in interest to this Agreement.
- M. Payment under terms of this agreement is to be made and addressed to: M3 COMPANIES; 1673 Shoreline Drive Suite 200 Boise, ID 83702.

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

CITY OF KUNA

ATTEST:

Joe L. Stear
MAYOR

Chris Engels
CITY CLERK

M3 ID Rising Sun, LLC,
an Arizona limited liability company

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

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

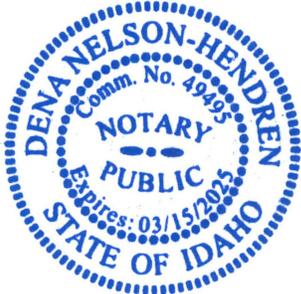
STATE OF IDAHO)
) ss.
COUNTY OF ADA)



By: William I. Brownlee
Its: Manager

On this 2nd day of March, 2023, before me, a notary public in and for said state, personally appeared William I. Brownlee, Manager of the M3 Companies, L.L.C., the limited liability company that is the Sole Member of M3 Builders, L.L.C., the limited liability company that is the Manager of M3 ID Rising Sun, LLC.

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





Notary Public for Idaho
Residing at Boise, Idaho
My commission expires: 3.15.2025

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this _____ day of _____, 2023, before me, the undersigned, personally appeared JOE L. STEAR and CHRIS ENGELS Mayor and City Clerk respectively of KUNA CITY, a municipal corporation, known to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said corporation.

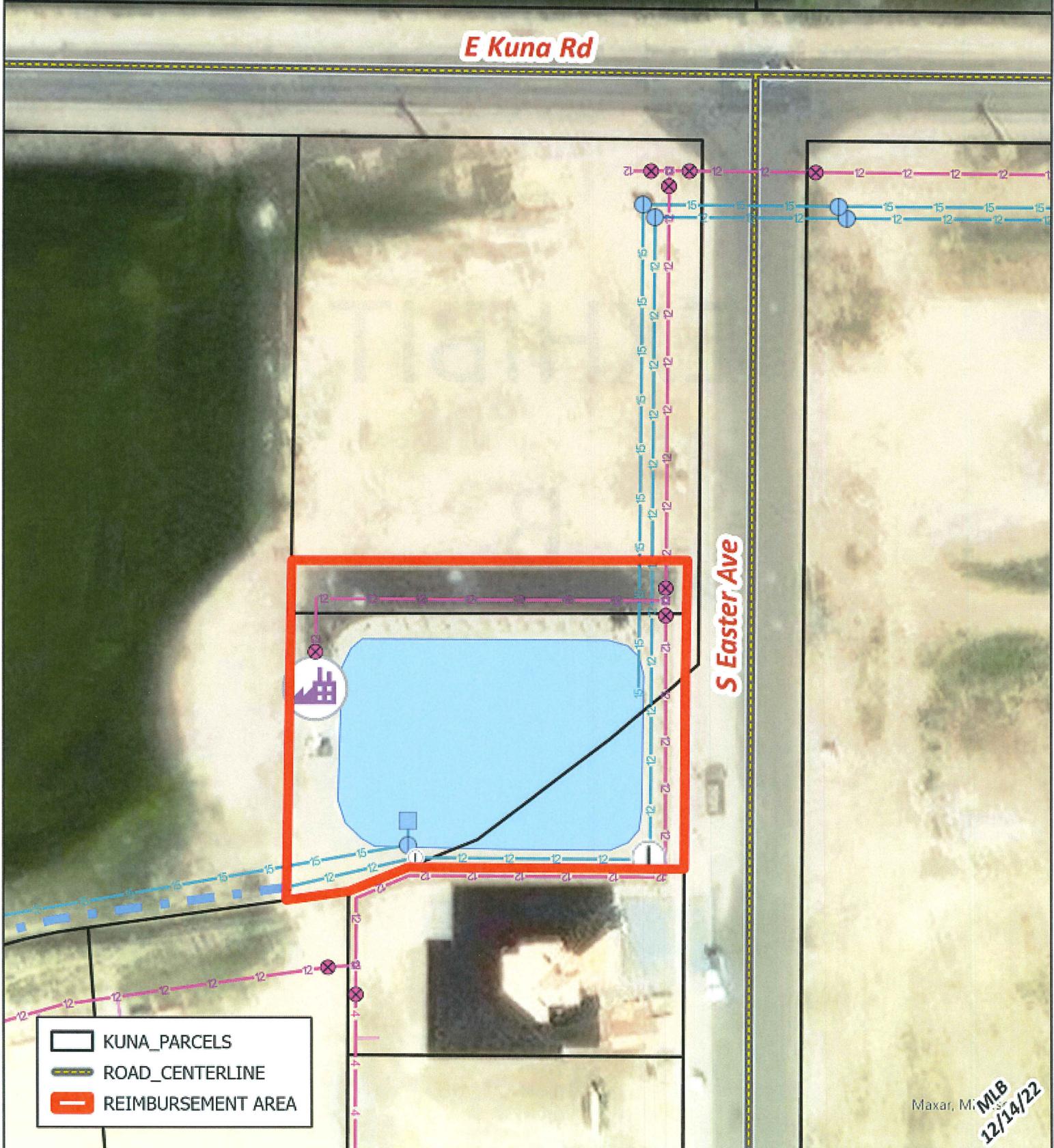
IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.

Notary Public for Idaho
Residing at _____, Idaho
My commission expires: _____

EXHIBIT

A

EXHIBIT A RISING SUN PUMP AND POND REIMBURSEMENT AGREEMENT MAP



- KUNA_PARCELS
- ROAD_CENTERLINE
- REIMBURSEMENT AREA

Maxar, M. **MLB**
12/14/22

EXHIBIT

B

**RESOLUTION NO. R83-2019
CITY OF KUNA, IDAHO**

CITY PRESSURIZED IRRIGATION REIMBURSEMENT POLICY

1. PURPOSE

- 1.1. A resolution of the City of Kuna (City) setting forth a reimbursement policy that repeals and replaces Resolution No. R78-2017 and provides a cost sharing mechanism between a Sponsoring Developer and the City of Kuna. Reimbursements are limited to the direct material cost of installing irrigation master plan trunk line pipe, irrigation pump stations and irrigation retaining ponds with nominal capacities greater than required by the Sponsoring Developer's project.

2. DEFINITIONS

- 2.1. Sponsoring Developer: a company or individual responsible for the development.
- 2.2. City: a municipal organization named City of Kuna, located in Kuna, Idaho.
- 2.3. To and Through: utilities shall be extended to the furthest part of the development and terminated to accommodate extension by subsequent developments.
- 2.4. Equivalent Dwelling Unit (EDU): the average day irrigation demand from an average residence. Currently estimated as 1,116 gpd/EDU
- 2.5. Average Day Demand (ADD): the average irrigation use or projected use, of the Sponsoring Developer's project.
- 2.6. Peak Day Demand (PDD): Peak Day Demand is the Average Day Demand multiplied by a peaking factor determined by the City Engineer. Currently listed as 2.1 in the City of Kuna Pressurized Irrigation Master Plan.
- 2.7. Nominal (pipe) Diameter Needed: the minimum standard pipe diameter with sufficient transmission capacity to carry the Sponsoring Developer's Peak Day Demand.
 - 2.7.1. The Nominal Pipeline Diameter shall be determined by an Idaho registered Professional Engineer utilizing a water modeling program compatible with the City of Kuna's pressurized irrigation model.
 - 2.7.2. Nominal capacity: the capacity of an irrigation pump station and or irrigation pond required to satisfactorily service the Peak Day Demand of the Sponsoring Developer's project.
- 2.8. Irrigation pump station: a pump station that adds pressure head to the irrigation distribution system.
- 2.9. Irrigation storage pond: a pond designed to contain irrigation water and provide capacity to satisfy Peak Day Demands and other demands exceeding irrigation supply capacity.
- 2.10. Master Plan Trunk Line: a pressurized irrigation main, 12 inches or larger, identified in the Master Plan to be part of the major distribution grid.
- 2.11. PIMLF (Pressurized Irrigation Main Line Fee): the fee collected when a connection is made to the City's pressurized irrigation system.

- 2.12. Property: The Property of the Sponsoring Developer that shall include the present project phase and future phases of the project identified in the comprehensive project preliminary plat.
- 2.13. Direct Construction Costs: the cost to construct pressurized irrigation mainline distribution system pipe, the cost to construct a pump station, the cost to construct a water reservoir. Limited to materials and labor only.

3. ELIGIBILITY REQUIREMENTS

- 3.1. Reimbursement requests must comply with this resolution.
- 3.2. Reimbursement requests must be submitted to the City at or before the preconstruction meeting.
 - 3.2.1. Reimbursement requests submitted after construction commences may be delayed or denied.
- 3.3. The reimbursement request shall:
 - 3.3.1. Provide at least three (3) verifiable quotes/bids.
 - 3.3.2. Unit costs
 - 3.3.3. Quantities
 - 3.3.4. Provide a comprehensive breakdown of the items included in lump sum items with unit prices
- 3.4. The nominal diameters and capacities must be established with an engineered model compatible with the City's pressurized irrigation model. Engineering work shall be completed by a competent Idaho registered Professional Engineer with verifiable irrigation modeling experience.

4. ELIGIBLE REIMBURSEMENT COSTS

- 4.1. Material (pipe) of greater capacity than required by the development's peak day demand.
- 4.2. Irrigation pump stations with more capacity than required by the development's Peak Day Demand.
- 4.3. Irrigation storage ponds with more capacity than required by the development's Peak Day Demand.
- 4.4. Pipe reimbursement shall be the direct cost of the pipe provided minus the direct cost of the development's nominal pipe size.
- 4.5. Pump station and irrigation storage pond capacities shall be evaluated by an Idaho registered Professional Engineer. The capacity shall be listed in Equivalent Dwelling Units (EDU). The reimbursement amount shall be the total number of EDUs available minus the development's required number of EDUs (but not less than zero). The City shall pay the direct construction costs of the surplus EDUs to the Sponsoring Developer.
- 4.6. Capacity evaluation calculations shall be provided to the City for verification.

5. INELIGIBLE COSTS

- 5.1. Engineering

- 5.2. Project management
- 5.3. Rock excavation
- 5.4. Connections to existing system
- 5.5. Temporary irrigation apparatus

6. REIMBURSEMENT

- 6.1. Reimbursements for irrigation components shall be the cost difference between the nominal pipe diameter, nominal pump station capacity, and/or nominal irrigation storage pond capacity and the diameters and capacities provided.
- 6.2. Payments shall be amortized over ten years with 4% simple interest.
- 6.3. Payments shall be made at the full annual payment amount each year, unless sufficient funds are not accrued as described in Sections 7 and 8 of this resolution.
- 6.4. If sufficient funds are not available, the available funds shall be distributed proportionally to all reimbursement recipients until available funds are exhausted.
- 6.5. No payments shall be made beyond the ten (10) year reimbursement time frame.
- 6.6. The City reserves the right to accelerate reimbursement payments.

7. FINANCING PRESSURIZED IRRIGATION FACILITIES

- 7.1. The City generates revenue for financing Pressurized Irrigation facilities by assessing each EDU a PIMLF, at time of connection or upon issuance of a building permit. The City will evaluate the PIMLF amount annually and adjust the fee as necessary to fund current and projected irrigation facilities reimbursement costs.

8. REIMBURSEMENT AGREEMENTS AND METHODS OF REIMBURSEMENT

- 8.1. Reimbursements shall be paid through a reimbursement agreement (RA).
 - 8.1.1. The RA shall be between the City of Kuna and the Sponsoring Developer.
 - 8.1.2. RA shall be completed within 180 days of project completion and acceptance of the development by the City of Kuna City Council.
 - 8.1.3. The RA shall be evaluated by the Public Works Director, City Engineer and/or qualified designee and presented to the Kuna City Council for approval.
 - 8.1.4. Decisions regarding reimbursement eligibility and the associated amount of reimbursement by the Public Works Director and/or City Engineer shall be final.
- 8.2. City sponsored extensions and expansions are presumed to exclusively benefit existing and future users and the public in general. As a Sponsoring Developer, the City is not required to enter into an agreement with itself, is not limited in number of annual payments and the costs of its projects are fully reimbursable.
- 8.3. No reimbursement agreement shall reimburse a Sponsoring Developer for construction costs that exceed the eligible reimbursement amounts.
- 8.4. The City retains 10% of PIMLF (as defined in paragraph 2.11.) to fund administration and developer support.
- 8.5. The Reimbursement Agreement will terminate when the sooner of either occurs: The Sponsoring Developer has been fully reimbursed for the agreed upon reimbursement amount at or prior to the end of the term of the agreement, or the City has tendered the

tenth (10th) annual payment whether or not the eligible reimbursement amount is paid in full. In no event shall the Reimbursement Agreement be extended beyond the initial ten (10) year term.

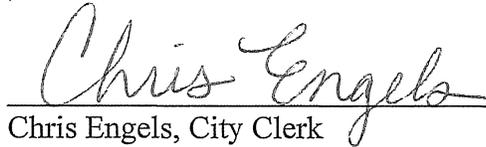
- 8.6. Reimbursements will be distributed for ten (10) annual payments after final acceptance of the project.
- 8.7. Depending on the PIMLF collected within the ten-year Agreement period, and the number of claimants to those Fees, the Eligible Reimbursement amount may or may not be fully reimbursed. If a funding shortfall occurs, available funds shall be distributed proportionally. Reimbursement amounts to each Sponsoring Developer shall not exceed the total eligible reimbursement amount.
- 8.8. Reimbursement Agreements or City sponsored projects completed on or before August 31st of one year will become eligible for the first payment of reimbursement funds on September 1st the following year.

Adopted by the City of Kuna this 6th day of November, 2019.



Joe L. Stear, Mayor

ATTEST:



Chris Engels, City Clerk



EXHIBIT

C

EXHIBIT C

AMORITZIATION SCHEDULE

Rising Sun Pump and Pond

The total recoverable project cost is \$893,813.53. The total estimated cost for 10 year duration is \$1,101,991.14 including a total estimated interest over life loan at 4%.

Amortization payment Schedule

Payment	Anticipated payday*	Payment (includes interest)	Interest	Balance
				\$ 893,813.53
1	2024	\$ 110,199.11	\$ 35,752.54	\$ 819,366.96
2	2025	\$ 110,199.11	\$ 32,774.68	\$ 741,942.52
3	2026	\$ 110,199.11	\$ 29,677.70	\$ 661,421.11
4	2027	\$ 110,199.11	\$ 26,456.84	\$ 577,678.84
5	2028	\$ 110,199.11	\$ 23,107.15	\$ 490,586.88
6	2029	\$ 110,199.11	\$ 19,623.48	\$ 400,011.24
7	2030	\$ 110,199.11	\$ 16,000.45	\$ 305,812.57
8	2031	\$ 110,199.11	\$ 12,232.50	\$ 207,845.96
9	2032	\$ 110,199.11	\$ 8,313.84	\$ 105,960.69
10	2033	\$ 110,199.11	\$ 4,238.43	\$ (0.00)
Totals		\$ 1,101,991.14	\$ 208,177.61	

Footnotes:

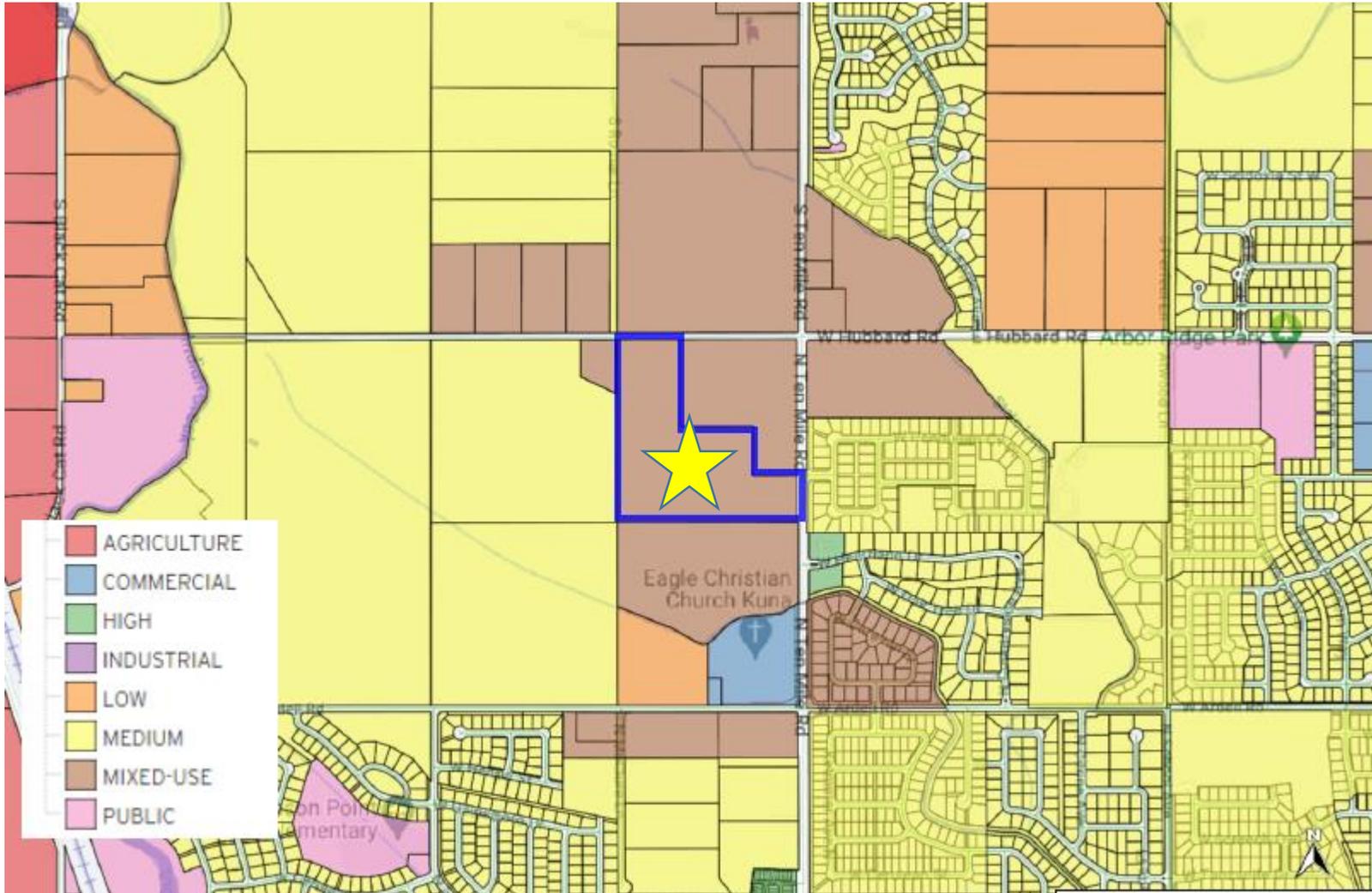
*Usually paid in August

Bodahl Farm Rezone 3003 N Ten Mile

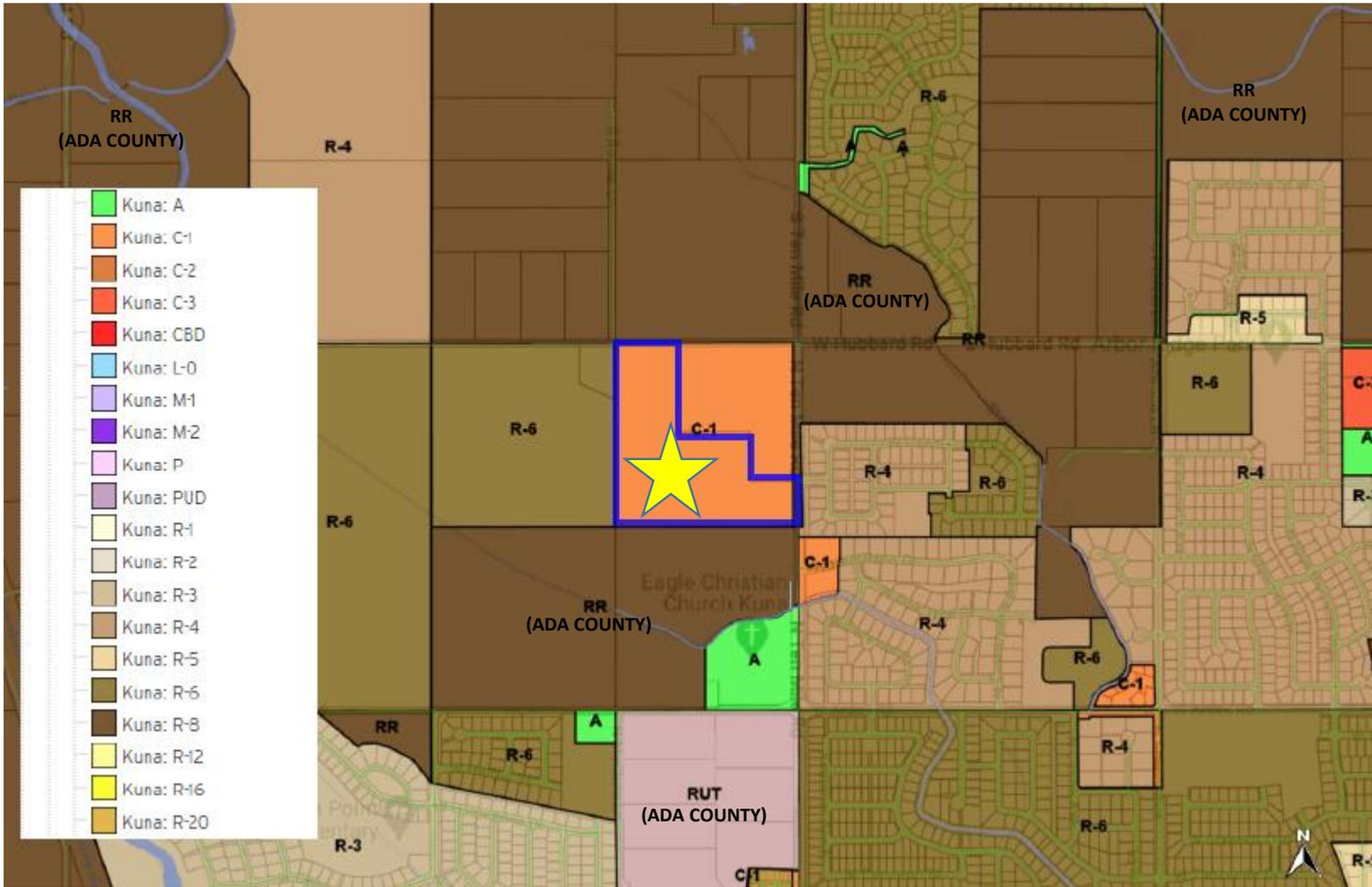
Kuna City Council
March 7, 2023
Case No. 22-03-ZC



Surrounding Area



Future Land Use



Surrounding
Zones / Uses

Section	Comprehensive Plan Goal and Project Compliance
Goal 1.A; Objective 1.A.2; Policies 1.A.2.a & c	<p>Ensure land use in Kuna will support economic development.</p> <p>Create commercial nodes and corridors that support development or economic opportunities that do not compete with downtown revitalization efforts.</p> <p>Designate commercial land use nodes and corridors at strategic locations such as Meridian Road/Highway 69 and Ten Mile Road.</p> <p>Focus on development of commercial uses that will not compete with downtown Kuna’s business and character</p>
Objective 3.A.1	<p>Use the Future Land Use Map and land use regulations to direct development, encourage complementary and compatible land uses, and achieve good community design.</p>
Policy 3.D.1.a	<p>Encourage preservation and development of housing that meets demand for household sizes, lifestyles and settings.</p>
Policy 3.C.1.c.	<p>Support commercial centers with high- and medium-density and mixed-use designations in surroundings areas, while providing transitions and buffers between commercial and residential development.</p>
Policy 3.D.2.b	<p>Encourage development of neighborhood-serving mixed-use and commercial activity centers that allow residents to play, shop, eat and interact with neighbors without leaving their neighborhood.</p>

Comprehensive Plan Alignment

Arroyo Vista Lift Station

- Privately owned and operated
- Designed for Arroyo Vista subdivision, Steiner parcels and Bodahl Farm property
- 480 EDU Capacity
- Phase 1 of Arroyo Vista (72 homes) has been approved
- No pending development plans for Steiner or Bodahl developments
- Ultimately will use Sabino's Rocky Ridge regional lift station

- ✓ City Staff recommended APPROVAL.
- ✓ Planning & Zoning Commission recommended APPROVAL.
- Request approval from City Council



Griffons Point Subdivision

City Council Hearing – March 7, 2023

Kimley»»Horn

Applicant Team



CHASE CRAIG
Boise Basin Development
Boise, Idaho



TIM NICHOLSON, P.E. (ID)
Kimley-Horn
Boise, Idaho



NICOLETTE WOMACK, AICP
Kimley-Horn
Boise, Idaho



JOEL HASSELBRING, E.I.
Kimley-Horn
Boise, Idaho



JOSEPH DODSON
Kimley-Horn
Boise, Idaho

Before You Tonight

- Preliminary Plat
 - Plats the parcel for individual sale



Timeline

JUN 2021 –
Annexation/
Rezone Began

SEPT 2021 –
Neighborhood
Meeting

JAN 2022 –
P&Z Hearing

MAR 2022 –
City Council
Hearing #1

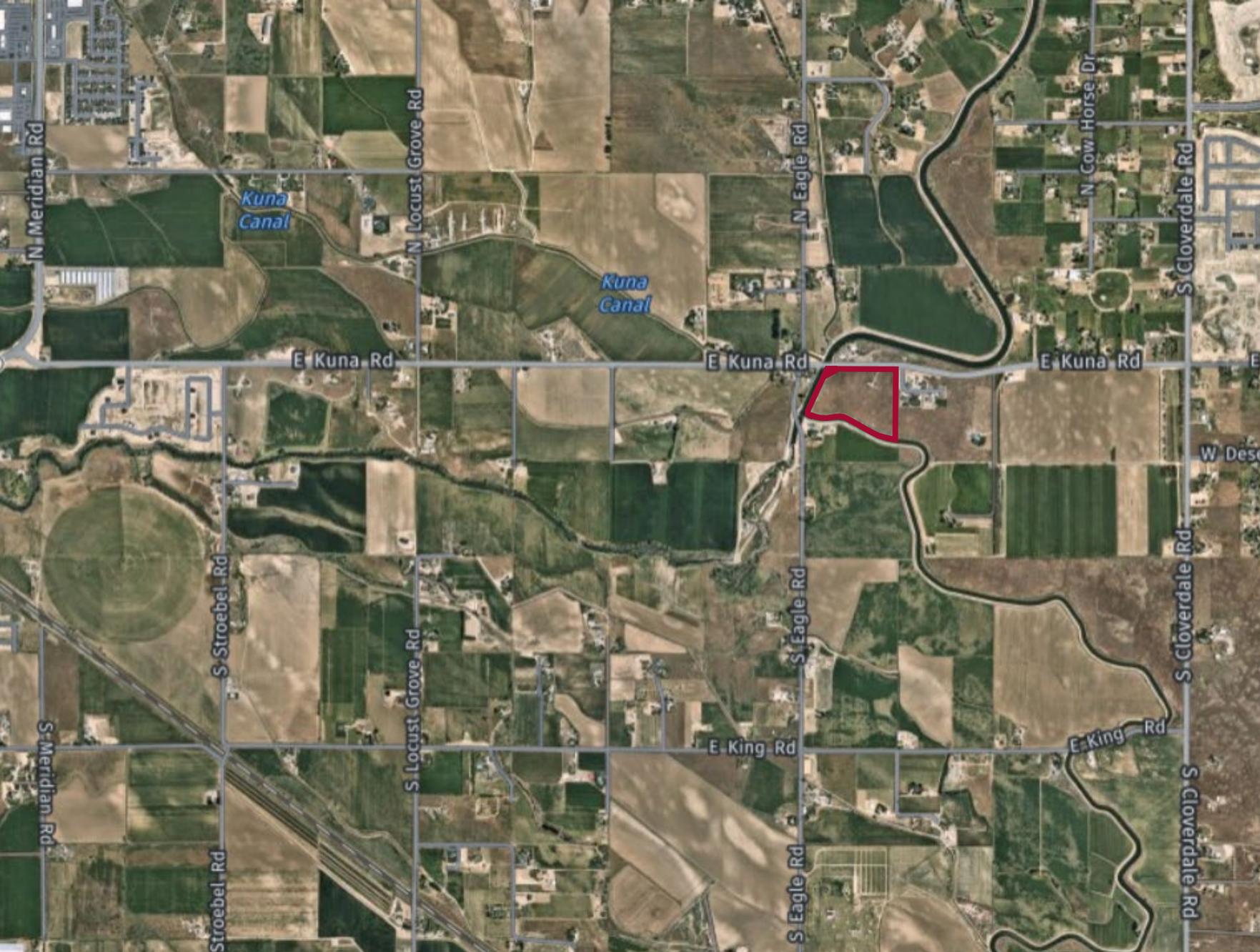
APR 2022 –
City Council Hearing
#2 (Approval of R-4
Zoning)

MAY 2022 –
Neighborhood
Meeting

JUN 2022 –
Application
Submitted

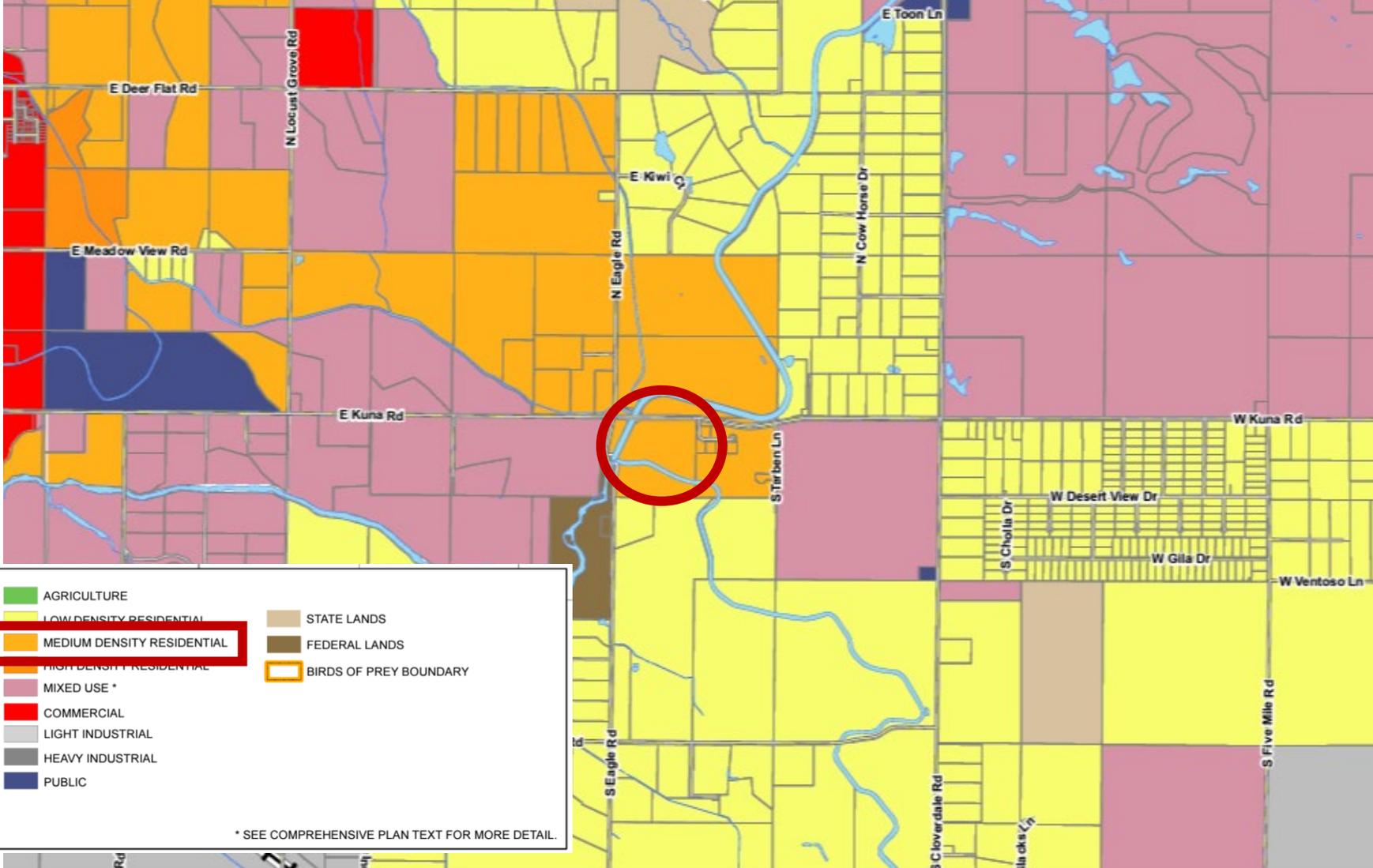
NOV 2022 –
P&Z Hearing

MAR 2023 –
City Council
Hearing



Vicinity Map

- 22.27 acres



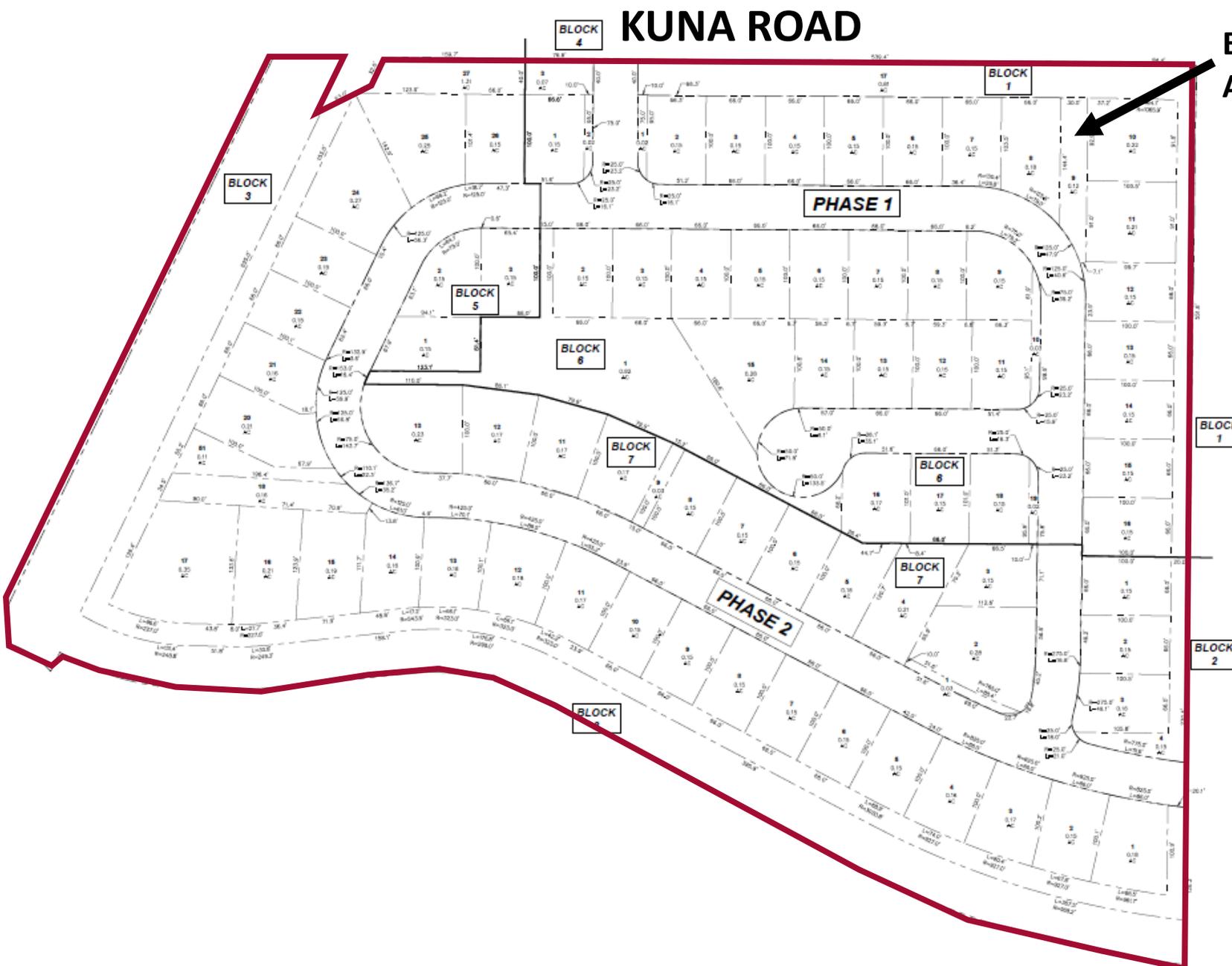
Future Land Use Map

KUNA ROAD

Emergency
Access

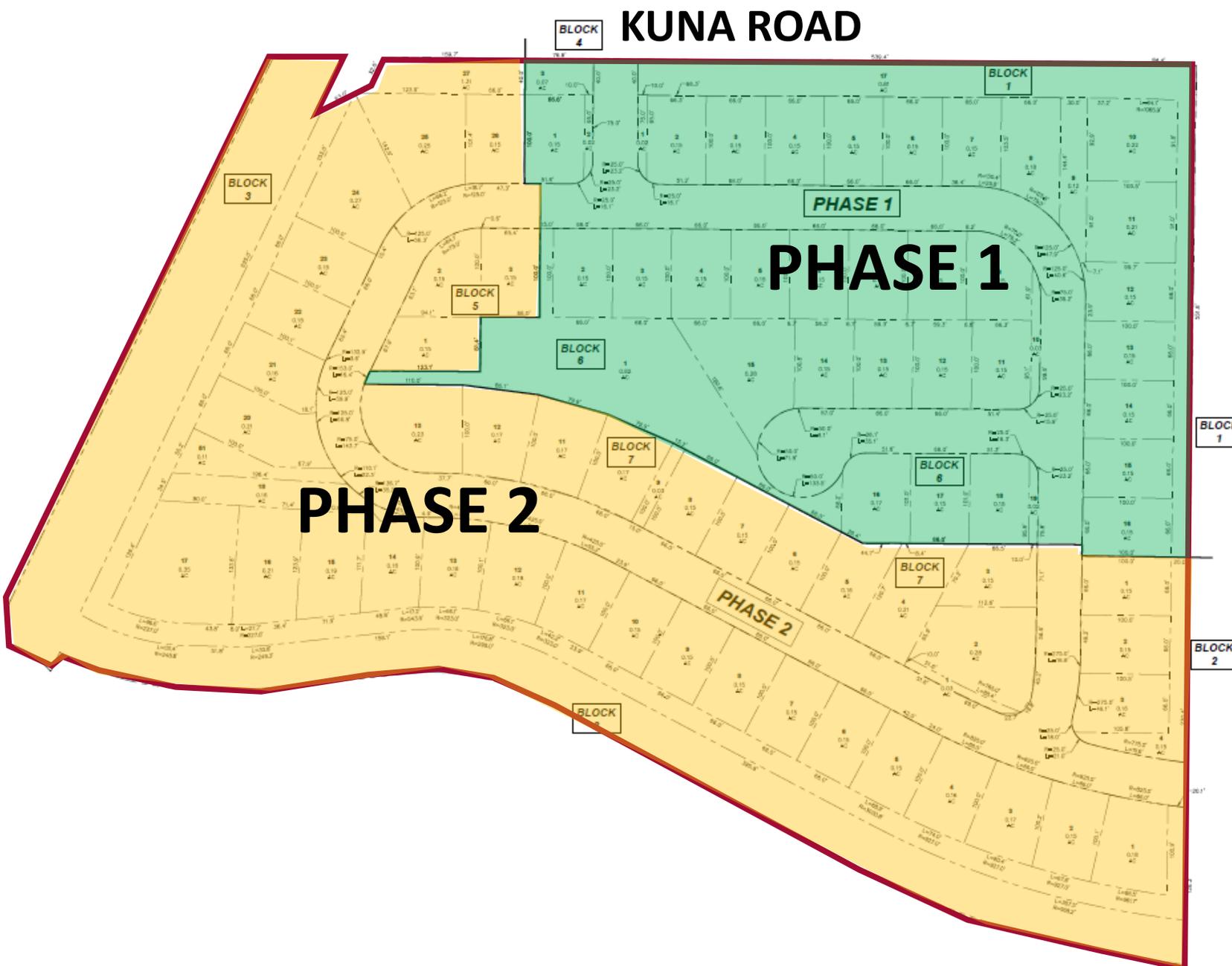
Griffons Point

Property Size:	22.27 acres
Total Units:	72
Density:	3.23 du/acre
Average Lot Size:	8,080 sq ft



KUNA ROAD

Griffons Point



Phase 1:	31 lots
Phase 2:	41 lots

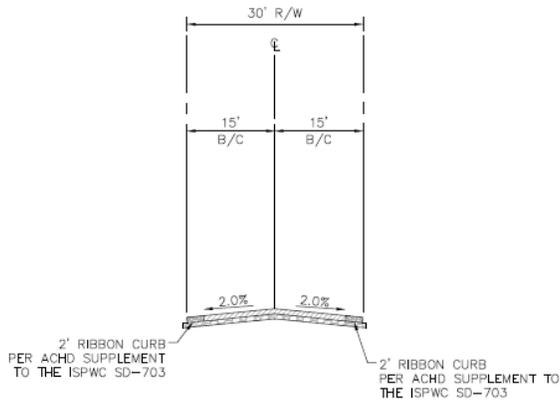
Staff Feedback

- Micro-pathway midblock connections between:
 - Phase 1, Block 1, near Lots 14-16
 - Phase 2, Block 3, near Lots 10-11
- Potable Water Pressure Coordination
- See-through fencing along pathways/greenbelts

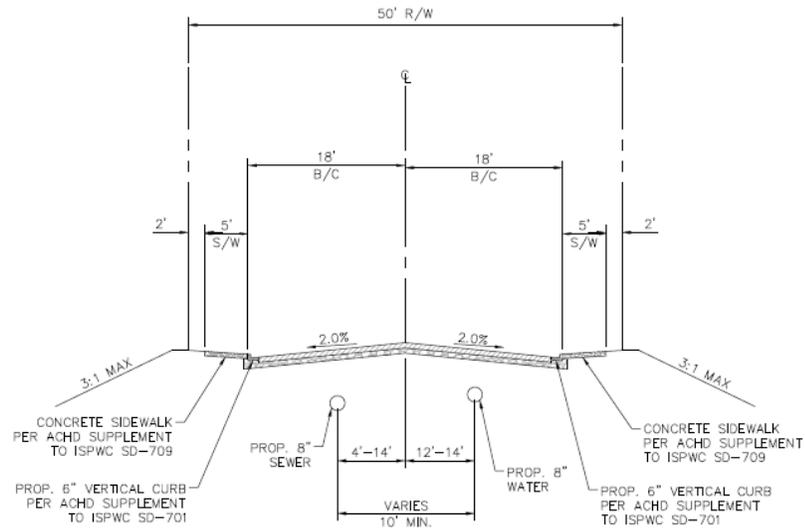
Requested Action

- Approval of the Griffons Point Preliminary Plat

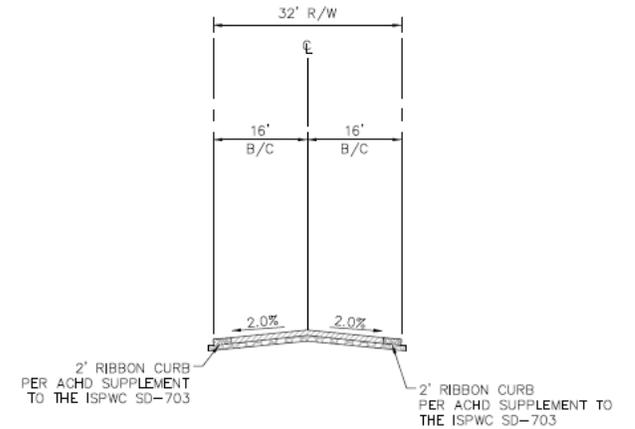
Street Sections



ALLEY "A"
TYPICAL SECTION
 N.T.S.



ROADS "A"-"F"
TYPICAL SECTION
 N.T.S.



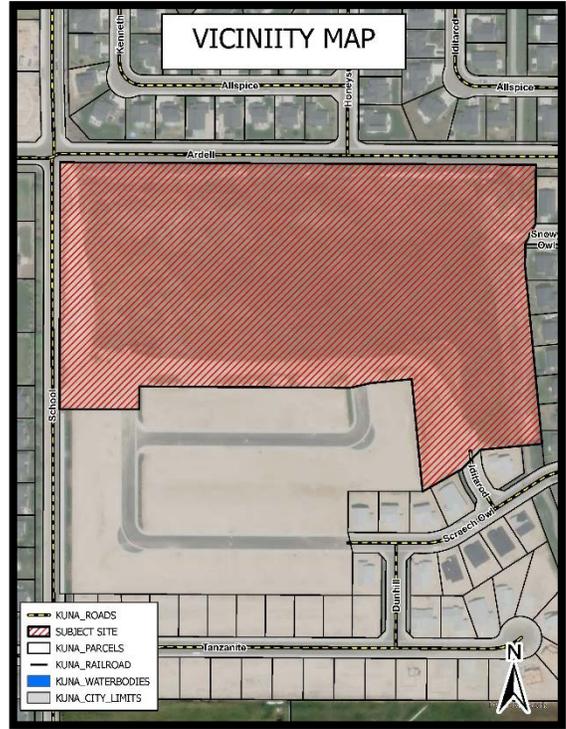
ALLEY "B"
TYPICAL SECTION
 N.T.S.

BEFORE THE CITY COUNCIL OF THE CITY OF KUNA

IN THE MATTER OF THE APPLICATION OF) **Case No. 23-01-TE**
)
DB DEVELOPMENT, LLC)
)
For Ardel Estates Subdivision No. 6 Final Plat) **STAFF MEMO FOR TIME EXTENSION**
Time Extension.) **APPLICATION.**

TABLE OF CONTENTS

1. Exhibit List
2. Project Summary
3. General Project Facts
4. Staff Analysis
5. Proposed Findings of Fact
6. Council’s Proposed Order of Decision



**I
EXHIBIT LIST**

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

1.1 Exhibits:

<i>DESCRIPTION OF EVIDENCE</i>		Withdraw	Refused	Admitted
1.1	Staff Memo			X
2.1	Final Plat Time Extension Application			X
2.2	Narrative			X
2.3	Vicinity Map			X
2.4	Ardell Estates No. 5 Recordation Date			X

II
PROJECT SUMMARY

Description	Details
Acreage	15.73
Existing Land Use(s)	R-6 (Medium Density Residential)
Future Land Use Designation	Medium Density Residential
Proposed Land Use(s)	R-6 (Medium Density Residential)
Lots (No. and Type)	36 Residential, 9 Common
Number of Residential Units	36

III
GENERAL PROJECT FACTS

- 3.1 Ardell Estates Subdivision (Case Nos. 15-04-S, 15-07-DR) was approved by Council October 20, 2015; the Findings of Fact and Conclusions of Law were approved and signed November 4, 2015.
- 3.2 The Ardell Estates Subdivision contains seven (7) Phases.
- 3.3 The Ardell Estates No. 5 Final Plat recorded April 4, 2022.

IV
STAFF ANALYSIS

- 4.1 Per Kuna City Code [\(KCC\) 6-2-3\(J.2\)](#), when a Preliminary Plat is approved with Phases, the first Final Plat shall be submitted within two (2) years, with each successive Phase's Final Plat being recorded within one (1) year of the previous.
- 4.2 The Ardell Estates No. 5 Final Plat was recorded April 4, 2022; in following the timeline requirements listed in KCC 6-2-3(J), the Ardell Estates No. 6 Final Plat would be required to be recorded by April 4, 2023.
- 4.3 Due to nationwide shortage of construction materials, limited availability of contractors, recent increase in home mortgage interest rates, and extensive agency processing times, Applicant will be unable to record the Ardell Estates No. 6 Final Plat prior to the one-year allotted time frame.
- 4.4 Per [KCC 6-2-4\(F.1\)](#), the Council is under no obligation to approve a Final Plat Time Extension, as well as reserving the right to add additional Conditions of Approval to the Final Plat.
- 4.2 **Conclusion:** Upon review, staff has determined the Final Plat Time Extension request for Ardell Estates Subdivision No. 6 is in compliance with [KCC 6-2-3](#) and [Idaho Code §-67-65](#); as a result, staff recommends the Council approve Case No. 23-01-TE.

V
PROPOSED FINDINGS OF FACT

Based upon the record contained in Case No. 23-01-TE, including Kuna City Code, staff's memorandums, and the exhibits, the Council hereby (*Approves/Conditionally Approves/Denies*) the Final Plat Time Extension request for Ardell Estates Subdivision No. 6

If Council wishes to approve, deny or modify specific parts of these Findings of Fact and Conclusions of Law, those changes must be specified.

- 5.1** Based on the evidence presented, the contents of the Final Plat Time Extension application *contains* all the listed requirements, and the proposal *complies* with KCC.

Staff Finding: *The Applicant has submitted a complete application, and following staff review for technical compliance, the applications appears to be in substantial compliance with [KCC 6-2](#).*

- 5.2** Based upon the evidence presented, Ardell Estates Subdivision No. 6 is eligible to receive a Final Plat Time Extension, valid for one (1) year from date of approval of the resulting Findings of Fact and Conclusions of Law (FCOs).

Staff Finding: *Due to unforeseen circumstances in agency processing times and the overall market, Ardell Estates Subdivision No. 6 meets the requirements to receive Final Plat Time Extension. Should this request be approved, the FCOs will go before Council March 21, 2023, thus providing a new expiration date of March 20, 2024.*

VI COUNCIL'S PROPOSED ORDER OF DECISION

Note: These Motions are for the Approval, Conditional Approval or Denial of the Final Plat Time Extension. However, if Council wishes to Approve or Deny specific parts of these requests, those changes must be specified.

Based upon the record contained in Case No. 23-01-TE, including Kuna City Code, staff's memorandums and the exhibits, Council hereby (Approves/Conditionally Approves/Denies) the Final Plat Time Extension for Ardell Estates Subdivision No. 6, subject to the following Conditions:

6.1 General:

- A.** Developer/Owner/Applicant shall adhere to the Conditions of Approval as provided in the original FCOs approved November 4, 2015.
- B.** The Ardell Estates Subdivision No. 6 Final Plat shall expire March 20, 2024.
- C.** If necessary, the Developer/Owner/Applicant shall submit a Final Plat Time Extension to staff no later than January 20, 2024.
- D.** Developer/Owner/Applicant, and any future assigns having an interest in the subject property, shall fully comply with all Conditions of development as approved by Council, or seek amending them through the public hearing process.

DATED this 7th day of March 2023.



Time Extension Application for Final Plat



PO Box 13 | 751 W 4th Street | Kuna, ID 83634
(208) 922-5274 | www.KunaCity.ID.gov

****Office Use Only****

Case No(s): 23-01-TE

Project Name: Ardell Estates No. 6 Final Plat

Date Received: 01.11.2022

Date Accepted as Complete: 01.25.2023

Owner Information

Name: _____

Address: _____

Phone: _____ Email: _____

Applicant Information

Name: _____

Address: _____

Phone: _____ Email: _____

Representative Information

Name: _____

Address: _____

Phone: _____ Email: _____

Subject Property Information

Subdivision Name: _____

Site Address: _____

Nearest Major Cross Streets: _____

Parcel No(s): _____

Section, Township, Range: _____

Centurion Engineers, Inc.

David Crawford

Project Manager

2323 S. Vista Ave Ste 206
Boise, ID 83705
208.343.3381
dacrawford@centengr.com

Kuna City Council

c/o Kuna Planning and Zoning Director

PO Box 13 | 751 W 4th Street
Kuna, ID 83634
208.922.5274
www.KunaCity.ID.gov

January 10, 2023

Dear Kuna City Council,

On behalf of our client, Tim Eck, we respectfully request a two-year time extension for Ardell Estates Subdivision No. 6.

Ardell Estates Subdivision No. 5 was recorded April 4, 2022. DB Development, LLC intends to continue the development of Ardell Estates but requires a time extension for the next phase. As you are aware, combined economic and societal factors have slowed the pace of development throughout the Treasure Valley:

- Nationwide shortages of construction materials have lengthened the time and increased the money it takes to construct subdivision the infrastructure associated with subdivisions.
- During the last construction season, contractors were in high demand and were limited in how much work they could do.
- The recent increase in interest rates for home mortgages has slowed the demand for residential development.
- The Ada County Highway District faces continued staff turnovers and shortages that have lengthened the time it takes to get construction plans approved.

These combined factors have delayed the next phase of Ardell Estates.

As always, we look forward to working with your staff on this time extension as well as our other projects in the City of Kuna.

Sincerely,

Over a Century of Engineering Excellence



Centurion Engineers, Inc.

David Crawford
President, Centurion Engineers, Inc.

Over a Century of Engineering Excellence



VICINIITY MAP

Kenneth

Iditarod

Allspice

Allspice

Honeys

Ardell

Snowy Owl

School

Iditarod

Screech Owl

Dunhill

Tanzanite

N

-  KUNA_ROADS
-  SUBJECT SITE
-  KUNA_PARCELS
-  KUNA_RAILROAD
-  KUNA_WATERBODIES
-  KUNA_CITY_LIMITS

Ardell Estates Subdivision No. 5

Certificate of Owners Signature (Continued)

The public streets shown on this plat are hereby dedicated to the public; the easements shown on this plat are not dedicated to the public, but the right to use said easements is hereby reserved for the uses specifically depicted on the plat, and for any other purposes designated hereon. The lots within this subdivision are eligible to receive water service from the City of Kuna; and the City of Kuna has agreed in writing to serve all of the lots within this subdivision.

IN WITNESS WHEREOF: I have hereunto set my hand on this 20 day of July, 2021.

Justin Blackstock
Justin Blackstock, Manager
DB Development, LLC. Date

Acknowledgment

State of Idaho)
County of Ada)

On this 20 day of July, in the year of 2021, before me the undersigned, a Notary Public in and for said state, personally appeared Justin Blackstock, known or identified to me to be the manager of the limited liability company that executed the instrument or the person who executed the instrument on behalf of said limited liability company and acknowledged to me that such limited liability company executed the same.

IN WITNESS WHEREOF: I have set my hand and seal the day and year in this certificate first above written.

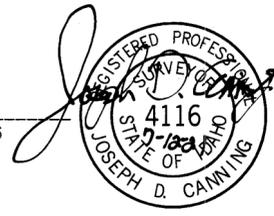
Jennell L. Hall
Notary Public for Idaho
Residing in Boise, Idaho
My Commission Expires 1-13-2022



Certificate of Surveyor

I, JOSEPH D. CANNING, do hereby certify that I am a Professional Land Surveyor, licensed by the State of Idaho, and that this plat of ARDELL ESTATES SUBDIVISION NO. 5, as described in the Certificate of Owners and as shown on the attached plat, was drawn from an actual survey made on the ground under my supervision, and accurately and correctly represents the points plotted thereon, and is in conformance with the State of Idaho Code relating to plats and surveys.

Joseph D. Canning, P.L.S. No. 4116



Approval of City Council

I, the undersigned, City Clerk in and for the City of Kuna, Ada County, Idaho, do hereby certify that at a regular meeting of the City Council held on the 17th day of AUGUST, 2021, this plat was duly accepted and approved.

Nathan Stanley
Kuna City Clerk SENIOR DEPUTY CLERK



Certificate of County Surveyor

I, the undersigned, Professional Land Surveyor for Ada County, Idaho, do hereby certify that I have checked this plat and that it complies with the State of Idaho Code relating to plats and surveys.

Jerry P. Hastings
County Surveyor



4-1-2022
Date

Approval of Central District Health

Sanitary restrictions as required by Idaho Code, Title 50, Chapter 13 have been satisfied according to the letter to be read on file with the County Recorder or his agent listing the conditions of approval. Sanitary restrictions may be re-imposed, in accordance with Section 50-1326, Idaho Code, by the issuance of a certificate of disapproval.

Doni Pasko
Central District Health, EHS: 9-29-2021
Date



Certificate of County Treasurer

I, the undersigned, County Treasurer in and for the County of Ada, State of Idaho, per requirements of Idaho Code 50-1308, do hereby certify that any and all current and/or delinquent county property taxes for the property included in this proposed subdivision have been paid in full. This certificate is valid for the next thirty (30) days only.

Elizabeth A. Mahn
Ada County Treasurer
by deputy Kathleen Wilkey
Date 4/04/22



Approval of Ada County Highway District

The foregoing plat was accepted and approved by the Board of Ada County Highway District Commissioners on the 22 day of DECEMBER, 2021.

Bruce S. Wong
Commission President
Ada County Highway District
Signed by Bruce S. Wong, Director
for President



Approval of City Engineer

I, the undersigned, the City Engineer in and for the City of Kuna, Ada County, Idaho, on this 21st day of JANUARY, 2022, hereby approve this plat.

Paul A. Starn, P.E. 8702
Kuna City Engineer

Certificate of County Recorder

State of Idaho)
County of Ada) Instrument No. 2022-033304

I hereby certify that this instrument was filed at the request of B&A Engineers, Inc at 55 minutes past 1 o'clock PM., this 4th day of April, 2022 in my office, and was recorded in Book 123 of Plats at Pages 19452 through 19452 Fee: \$11.00

Ex-Officio Recorder: Phil McGrane

Deputy: GMAR



B&A Engineers, Inc.

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

CITY OF KUNA
 COMBINED CASH INVESTMENT
 DECEMBER 31, 2022

COMBINED CASH ACCOUNTS

99-1002	CASH - FIB URBAN RENEWAL DIST	.00
99-1004	CASH-US BANK	.00
99-1010	CASH CLEARING	.00
99-1020	CASH-BOTC-STATE POOL MMKT 2021	.00
99-1021	CASH-BOTC-LID MMKT 2048	.00
99-1030	CASH-LGIP ACCOUNT	37,979,671.17
99-1040	CASH - US BANK GENERAL CKNG	1,288,771.80
99-1041	CASH - US BANK PAYROLL CKNG	(6,318.85)
99-1042	CASH - LGIP PARK IMPACT FEES	2,882,077.15
99-1043	CASH - XPRESS DEPOSIT ACCOUNT	77,129.73
99-1044	CASH-LGIP AGENCY FUND	3,314,837.74
99-1045	CERTIFICATE OF DEPOSIT ICCU	20,481,148.08
99-1070	RETURNED CHECK CLEARING	.00
99-1075	UTILITY CASH CLEARING	.00
		<hr/>
	TOTAL COMBINED CASH	66,017,316.82
99-2000	ACCOUNTS PAYABLE	.00
99-1000	CASH ALLOCATED TO OTHER FUNDS	(66,017,316.82)
		<hr/>
	TOTAL UNALLOCATED CASH	<u>.00</u>

CASH ALLOCATION RECONCILIATION

1	ALLOCATION TO GENERAL FUND	21,179,508.90
3	ALLOCATION TO GRANT FUND	39,107.11
5	ALLOCATION TO LATE COMERS FEE FUND	3,978,748.52
6	ALLOCATION TO JUVENILE JUSTICE FUND	.00
19	ALLOCATION TO WELL MITIGATION FUND	.00
20	ALLOCATION TO WATER FUND	13,780,920.79
21	ALLOCATION TO SEWER FUND	12,106,792.56
22	ALLOCATION TO LID #2006-1 WWTP FUND	.00
25	ALLOCATION TO PRESSURE IRRIGATION FUND	7,758,290.57
26	ALLOCATION TO SOLID WASTE FUND	100,675.59
30	ALLOCATION TO AGENCY FUND	3,753,571.75
40	ALLOCATION TO GOVERNMENTAL CAP. PROJ. FUND	51,335.34
50	ALLOCATION TO PARK IMPACT FEE/CAP PROJ FUND	2,960,144.26
51	ALLOCATION TO POLICE IMPACT FEE FUND	164,875.84
52	ALLOCATION TO URBAN RENEWAL DISTRICT	143,345.59
		<hr/>
	TOTAL ALLOCATIONS TO OTHER FUNDS	66,017,316.82
	ALLOCATION FROM COMBINED CASH FUND - 99-1000	(66,017,316.82)
		<hr/>
	ZERO PROOF IF ALLOCATIONS BALANCE	<u>.00</u>

Number	Fund	Account	Type	Detail	As of 12/31/22	Budget	% of Budget	Note
1	1	4000	Revenue	STATE LIQUOR DISTRIBUTION	(59,466.00)	(263,660.81)	22.55%	
2	1	4001	Revenue	SALES TAX REVENUE SHARE-STATE	(699,973.52)	(2,243,586.70)	31.20%	
3	1	4100	Revenue	PROPERTY TAX REVENUE	(2,402,253.86)	(4,170,123.52)	57.61%	
4	1	4110	Revenue	PROPERTY TAX INTEREST & PENALT	(545.19)	(3,000.00)	18.17%	
5	1	4120	Revenue	SALES TAX REVENUE SHARE-COUNTY	(56.25)	(225.00)	25.00%	
6	1	4130	Revenue	COUNTY FINE DISTRIBUTION	(6,217.76)	(10,000.00)	62.18%	
7	1	4155	Revenue	ADMINISTRATION SERVICES	(63,114.95)	(290,000.00)	21.76%	
8	1	4170	Revenue	FRANCHISE FEES	(87,286.10)	(448,687.24)	19.45%	
9	1	4173	Revenue	INTEREST REVENUE	(131,492.82)	(50,000.00)	262.99%	
10	1	4180	Revenue	LICENSES / BUSINESS	(473.00)	(3,000.00)	15.77%	
11	1	4181	Revenue	LICENSES / LIQUOR	-	(3,000.00)	0.00%	
12	1	4182	Revenue	LICENSES / BEER	-	(1,000.00)	0.00%	
13	1	4183	Revenue	LICENSES / WINE	-	(1,800.00)	0.00%	
14	1	4184	Revenue	LICENSES / DOGS	(1,222.40)	(6,000.00)	20.37%	
15	1	4185	Revenue	MISCELLANEOUS INCOME	(2,695.47)	(60,483.69)	4.46%	
16	1	4190	Revenue	PERMITS / CATERING	(80.00)	(200.00)	40.00%	
17	1	4193	Revenue	PERMITS / VENDORS	(293.75)	(1,400.00)	20.98%	
18	1	4195	Revenue	RENTAL INCOME	(2,155.00)	(10,000.00)	21.55%	
19	1	4197	Revenue	RV DUMP REVENUE	(1,138.95)	(5,000.00)	22.78%	
20	1	4360	Revenue	BUILDING PERMITS	(154,433.34)	(836,246.60)	18.47%	Lower BP Activity
21	1	4361	Revenue	PLUMBING PERMITS	(36,774.72)	(206,631.57)	17.80%	Lower BP Activity
22	1	4362	Revenue	ELECTRICAL PERMITS	(82,478.31)	(255,897.07)	32.23%	
23	1	4391	Revenue	IRES CHECK FEES	(1,300.00)	(15,000.00)	8.67%	Lower BP Activity
24	1	4392	Revenue	MECHANICAL PERMITS	(24,918.29)	(79,308.95)	31.42%	
25	1	4950	Revenue	CARRY OVER	(21,599,092.61)	(20,250,000.00)	106.66%	
26	1	5000	Expense	SAL. & WAGES-ELECTED OFFICIALS	22,124.24	116,529.43	18.99%	
27	1	5005	Expense	SALARIES & WAGES - STAFF	405,007.16	1,817,439.75	22.28%	
28	1	5009	Expense	SALARIES & WAGES - SEASONAL	-	29,848.00	0.00%	
29	1	5800	Expense	OASDI - EMPLOYER	25,559.54	121,756.66	20.99%	
30	1	5810	Expense	MEDICARE - EMPLOYER	5,977.66	28,475.35	20.99%	
31	1	5820	Expense	GROUP MEDICAL INSURANCE	69,973.19	448,664.27	15.60%	
32	1	5830	Expense	GROUP LIFE INSURANCE	197.21	1,254.76	15.72%	
33	1	5840	Expense	PERSI EMPLOYER 401(a)	50,758.83	232,754.14	21.81%	
34	1	5850	Expense	WORKERS' COMPENSATION INS.	8,033.16	31,021.83	25.90%	
35	1	5860	Expense	GROUP DENTAL/VISION INSURANCE	4,175.16	25,572.44	16.33%	
36	1	5950	Expense	TEAM BUILDING, ONBOARDING	2,860.51	3,500.00	81.73%	Main Christmas Event Complete
37	1	6000	Expense	LAW ENFORCEMENT SERVICES	850,691.26	3,414,749.26	24.91%	
38	1	6005	Expense	ANIMAL CONTROL SERVICES	35,896.74	143,587.00	25.00%	
39	1	6025	Expense	JANITORIAL	3,940.80	20,300.00	19.41%	
40	1	6027	Expense	CODE ABATEMENT EXPENSE	-	600.00	0.00%	
41	1	6045	Expense	CONTINGENCY	17,384.02	15,000,322.03	0.12%	
42	1	6052	Expense	CONTRACT SERVICES	97,038.79	355,500.00	27.30%	
43	1	6070	Expense	DONATIONS EXPENSE	3,316.33	30,000.00	11.05%	
44	1	6075	Expense	DUES & MEMBERSHIPS	38,921.95	83,385.00	46.68%	
45	1	6085	Expense	ELECTION EXPENSES	-	750.00	0.00%	
46	1	6095	Expense	BAD DEBT EXPENSE	200.00	-	100.00%	
47	1	6125	Expense	LEGAL PUBLICATIONS	5,018.86	32,250.00	15.56%	
48	1	6130	Expense	LIABILITY & PROPERTY INSURANCE	20,861.11	41,358.32	50.44%	
49	1	6135	Expense	PUBLIC ENTERTAINMENT	12,219.59	84,200.00	14.51%	
50	1	6140	Expense	MAINT. & REPAIR BUILDING	6,683.30	43,600.00	15.33%	
51	1	6141	Expense	IT SMALL EQUIPMENT	307.61	8,000.00	3.85%	
52	1	6142	Expense	MAINT. & REPAIR - EQUIPMENT	12,373.29	67,700.00	18.28%	
53	1	6150	Expense	MAINTENANCE & REPAIRS - SYSTEM	23,333.02	203,000.00	11.49%	
54	1	6155	Expense	MEETINGS/COMMITTEES	185.00	17,430.00	1.06%	
55	1	6160	Expense	MISCELLANEOUS EXPENSES	10,228.75	22,000.00	46.49%	
56	1	6165	Expense	OFFICE SUPPLIES	4,919.42	32,000.00	15.37%	
57	1	6175	Expense	SMALL TOOLS	7,945.58	49,400.00	16.08%	
58	1	6188	Expense	SIGNAGE	-	3,000.00	0.00%	
59	1	6190	Expense	POSTAGE & BILLING	8,111.61	31,500.00	25.75%	
60	1	6202	Expense	PROFESSIONAL SERVICES	27,556.79	127,000.00	21.70%	
61	1	6203	Expense	PROSECUTORIAL SERVICES	13,500.00	54,000.00	25.00%	
62	1	6211	Expense	RENT-BUILDINGS & LAND	445.50	3,500.00	12.73%	
63	1	6212	Expense	RENT-EQUIPMENT	8,553.99	41,500.00	20.61%	
64	1	6230	Expense	SAFETY TRAINING & EQUIPMENT	2,439.27	4,600.00	53.03%	
65	1	6255	Expense	TELEPHONE	5,766.16	28,300.00	20.38%	
66	1	6265	Expense	TRAINING & SCHOOLING	2,763.62	21,500.00	12.85%	
67	1	6270	Expense	TRAVEL	1,310.27	11,100.00	11.80%	
68	1	6280	Expense	UNEMPLOYMENT EXPENSES	-	7,000.00	0.00%	
69	1	6285	Expense	UNIFORMS	1,517.60	6,450.00	23.53%	
70	1	6290	Expense	UTILITIES	33,454.28	175,400.00	19.07%	
71	1	6300	Expense	FUEL	4,075.02	36,000.00	11.32%	
72	1	6305	Expense	VEHICLE MAINTENANCE & REPAIRS	6,836.57	12,200.00	56.04%	Inflation in Vehicle Repairs
73	1	6400	Expense	TRANSFERS OUT	-	6,089,452.91	0.00%	

Number	Fund	Account	Type	Detail	As of 12/31/22	Budget	% of Budget	Note
74	1	6500	Expense	CASH OVER/SHORT	-	50.00	0.00%	
75	1	6505	Expense	BANK FEES	11,616.24	54,750.00	21.22%	
76	3	4200	Revenue	GRANT REVENUE	(39,107.11)	(1,809,678.00)	2.16%	
77	3	4900	Revenue	TRANSFERS IN	-	(4,787,393.58)	0.00%	
78	3	6354	Expense	GRANT EXPENDITURES	-	6,597,071.58	0.00%	
79	5	4173	Revenue	INTEREST REVENUE	(29,595.67)	(20,000.00)	147.98%	
80	5	4504	Revenue	WATER MAIN CAPACITY FEE	(103,523.25)	(915,245.22)	11.31%	Lower BP Activity
81	5	4604	Revenue	SEWER MAIN CAPACITY FEE	(96,684.75)	(851,630.58)	11.35%	Lower BP Activity
82	5	4704	Revenue	PRESSURE IRRIG CAPACITY FEE	(29,183.20)	(556,937.43)	5.24%	Lower BP Activity
83	5	4950	Revenue	CARRY OVER BALANCE	(3,723,971.01)	(3,620,353.29)	102.86%	
84	5	6045	Expense	CONTINGENCY	-	1,963,966.52	0.00%	
85	5	6160	Expense	MISCELLANEOUS EXPENDITURES	0.04	200.00	0.02%	
86	5	6305	Expense	WATER MAIN CAPACITY REIMBURSE	-	800,000.00	0.00%	
87	5	6306	Expense	SEWER MAIN CAPACITY REIMBURSE	-	2,000,000.00	0.00%	
88	5	6307	Expense	PR IRR MAIN CAPACITY REIMBURSE	-	1,200,000.00	0.00%	
89	20	4173	Revenue	INTEREST REVENUE	(96,724.36)	(80,000.00)	120.91%	
90	20	4185	Revenue	MISCELLANEOUS INCOME	(2,703.33)	(70,000.00)	3.86%	
91	20	4358	Revenue	DEVELOPMENT SUPPORT SERVICES	(378.00)	(2,000.00)	18.90%	
92	20	4500	Revenue	METERED WATER SALES	(632,480.52)	(2,722,203.36)	23.23%	
93	20	4503	Revenue	NEW METER	(19,441.00)	(170,000.00)	11.44%	Lower BP Activity
94	20	4505	Revenue	NEW SERVICE CONNECTION	(78,933.75)	(600,000.00)	13.16%	Lower BP Activity
95	20	4507	Revenue	WATER TOKEN SALES - BULK WATER	(17,969.54)	(65,000.00)	27.65%	
96	20	4510	Revenue	SERVICE RECONNECT FEES	(1,008.08)	(7,000.00)	14.40%	
97	20	4550	Revenue	INSPECTIONS REVENUE	(6,364.50)	(50,000.00)	12.73%	Lower BP Activity
98	20	4775	Revenue	LATE PAYMENT FEE	(5,284.48)	(20,000.00)	26.42%	
99	20	4950	Revenue	CARRY OVER BALANCE	(13,506,323.21)	(12,758,773.96)	105.86%	
100	20	5000	Expense	SAL. & WAGES-ELECTED OFFICIALS	1,763.43	5,179.09	34.05%	
101	20	5005	Expense	SALARIES & WAGES - STAFF	177,417.70	926,948.23	19.14%	
102	20	5795	Expense	OVERTIME SALARIES & WAGES	2,613.69	25,491.08	10.25%	
103	20	5800	Expense	OASDI - EMPLOYER	11,021.65	59,372.34	18.56%	
104	20	5810	Expense	MEDICARE - EMPLOYER	2,577.66	13,885.47	18.56%	
105	20	5820	Expense	GROUP MEDICAL INSURANCE	25,620.52	154,559.19	16.58%	
106	20	5830	Expense	GROUP LIFE INSURANCE	78.20	511.50	15.29%	
107	20	5840	Expense	PERSI EMPLOYER 401(a)	21,695.60	114,295.58	18.98%	
108	20	5850	Expense	WORKERS' COMPENSATION INS.	5,257.38	28,314.56	18.57%	
109	20	5860	Expense	GROUP DENTAL/VISION INSURANCE	1,527.92	10,318.46	14.81%	
110	20	5950	Expense	TEAM BUILDING, ONBOARDING	545.60	1,500.00	36.37%	
111	20	5960	Expense	LEAVE TIME FLUCTUATION	699.58	5,000.00	13.99%	
112	20	6020	Expense	CAPITAL IMPROVEMENTS	152,131.96	3,425,795.46	4.44%	
113	20	6025	Expense	JANITORIAL	1,823.32	9,000.00	20.26%	
114	20	6045	Expense	CONTINGENCY	6,278.79	9,781,247.72	0.06%	
115	20	6050	Expense	CONTRACT LABOR	-	25,000.00	0.00%	
116	20	6052	Expense	CONTRACT SERVICES	8,438.81	20,000.00	42.19%	
117	20	6060	Expense	DEQ ASSESSMENT FEES	-	35,000.00	0.00%	
118	20	6065	Expense	DIG LINE EXPENSE	631.45	6,500.00	9.71%	
119	20	6075	Expense	DUES & MEMBERSHIPS	2,105.14	7,500.00	28.07%	
120	20	6095	Expense	BAD DEBT EXPENSE	(14.81)	300.00	-4.94%	
121	20	6110	Expense	INTEREST EXPENSE	-	-	0.00%	
122	20	6125	Expense	LEGAL PUBLICATIONS	365.56	7,000.00	5.22%	
123	20	6130	Expense	LIABILITY & PROPERTY INSURANCE	12,093.50	24,298.13	49.77%	
124	20	6131	Expense	INSURANCE CLAIMS PAID	-	1,500.00	0.00%	
125	20	6140	Expense	MAINT. & REPAIR BUILDING	1,891.51	20,000.00	9.46%	
126	20	6141	Expense	IT SMALL EQUIPMENT	406.05	12,000.00	3.38%	
127	20	6142	Expense	MAINT. & REPAIRS- EQUIPMENT	3,938.03	25,000.00	15.75%	
128	20	6150	Expense	M & R - SYSTEM	34,887.09	170,000.00	20.52%	
129	20	6151	Expense	M & R - PROCESS CHEMICALS	1,508.41	30,000.00	5.03%	
130	20	6152	Expense	M & R - LABORATORY COSTS	3,750.60	17,000.00	22.06%	
131	20	6155	Expense	MEETINGS/COMMITTEES	6.00	3,500.00	0.17%	
132	20	6160	Expense	MISCELLANEOUS EXPENSES	26,283.00	30,000.00	87.61%	State of Idaho-Dept. of Envir. Quality
133	20	6165	Expense	OFFICE SUPPLIES	1,457.80	8,500.00	17.15%	
134	20	6166	Expense	PP&E PURCHASES OPERATIONS	156,022.21	1,186,360.54	13.15%	
135	20	6175	Expense	SMALL TOOLS	7,497.80	13,000.00	57.68%	
136	20	6190	Expense	POSTAGE & BILLING	4,820.11	27,500.00	17.53%	
137	20	6202	Expense	PROFESSIONAL SERVICES	2,919.25	42,000.00	6.95%	
138	20	6211	Expense	RENT-BUILDINGS & LAND	378.00	2,000.00	18.90%	
139	20	6212	Expense	RENT - EQUIPMENT	791.52	8,900.00	8.89%	
140	20	6230	Expense	SAFETY TRAINING & EQUIPMENT	914.49	5,500.00	16.63%	
141	20	6255	Expense	TELEPHONE EXPENSE	4,572.23	19,000.00	24.06%	
142	20	6265	Expense	TRAINING & SCHOOLING EXPENSE	1,296.62	6,500.00	19.95%	
143	20	6270	Expense	TRAVEL EXPENSES	294.13	3,000.00	9.80%	
144	20	6280	Expense	UNEMPLOYMENT EXPENSES	-	4,000.00	0.00%	
145	20	6285	Expense	UNIFORMS EXPENSE	968.45	5,200.00	18.62%	
146	20	6290	Expense	UTILITIES EXPENSE	28,145.79	150,000.00	18.76%	

Number	Fund	Account	Type	Detail	As of 12/31/22	Budget	% of Budget	Note
147	20	6300	Expense	FUEL	2,857.01	19,000.00	15.04%	
148	20	6305	Expense	VEHICLE MAINTENANCE & REPAIRS	7,903.59	12,000.00	65.86%	Inflation in Vehicle Repairs
149	20	6505	Expense	BANK FEES	10,514.22	36,500.00	28.81%	
150	21	4173	Revenue	INTEREST REVENUE	(72,177.68)	(60,000.00)	120.30%	
151	21	4185	Revenue	MISCELLANEOUS INCOME	(3,053.33)	(45,000.00)	6.79%	
152	21	4358	Revenue	DEVELOPMENT SUPPORT SERVICES	(378.00)	(2,000.00)	18.90%	
153	21	4505	Revenue	NEW SERVICE CONNECTION	(9.97)	-	100.00%	
154	21	4510	Revenue	SERVICE RECONNECT FEES	(2,083.28)	(15,000.00)	13.89%	
155	21	4550	Revenue	INSPECTIONS REVENUE	(12,616.50)	(35,000.00)	36.05%	
156	21	4600	Revenue	SEWER USER FEES	(1,307,065.42)	(5,009,717.23)	26.09%	
157	21	4606	Revenue	LID REDUCED SEWER CONNECTION	(126,384.93)	(1,015,803.20)	12.44%	Lower BP Activity
158	21	4640	Revenue	FARM REVENUE	(31,707.52)	(125,000.00)	25.37%	
159	21	4775	Revenue	LATE PAYMENT FEE	(10,920.76)	(35,000.00)	31.20%	
160	21	4950	Revenue	CARRY OVER BALANCE	(12,007,670.58)	(10,500,000.00)	114.36%	
161	21	5000	Expense	SAL. & WAGES-ELECTED OFFICIALS	1,478.96	5,179.09	28.56%	
162	21	5005	Expense	SALARIES & WAGES - STAFF	200,593.77	1,028,368.11	19.51%	
163	21	5795	Expense	OVERTIME SALARIES & WAGES	3,770.50	28,280.12	13.33%	
164	21	5800	Expense	OASDI - EMPLOYER	12,838.13	65,833.29	19.50%	
165	21	5810	Expense	MEDICARE - EMPLOYER	2,967.29	15,396.50	19.27%	
166	21	5820	Expense	GROUP MEDICAL INSURANCE	27,906.38	173,392.44	16.09%	
167	21	5830	Expense	GROUP LIFE INSURANCE	86.80	576.51	15.06%	
168	21	5840	Expense	PERSI EMPLOYER 401(a)	24,065.20	126,738.12	18.99%	
169	21	5850	Expense	WORKERS' COMPENSATION INS.	4,340.56	22,721.33	19.10%	
170	21	5860	Expense	GROUP DENTAL/VISION INSURANCE	1,505.10	10,567.30	14.24%	
171	21	5950	Expense	TEAM BUILDING, ONBOARDING	955.26	2,500.00	38.21%	Main Christmas Event Complete
172	21	5960	Expense	LEAVE TIME FLUCTUATION	(6,364.32)	10,000.00	-63.64%	
173	21	6020	Expense	CAPITAL IMPROVEMENTS	484,269.03	2,345,795.46	20.64%	
174	21	6025	Expense	JANITORIAL	1,823.32	9,000.00	20.26%	
175	21	6045	Expense	CONTINGENCY	48,276.67	10,144,700.40	0.48%	
176	21	6050	Expense	CONTRACT LABOR	-	20,000.00	0.00%	
177	21	6052	Expense	CONTRACT SERVICES	4,376.82	25,000.00	17.51%	
178	21	6065	Expense	DIG LINE EXPENSE	631.45	5,000.00	12.63%	
179	21	6075	Expense	DUES & MEMBERSHIPS	2,105.14	6,000.00	35.09%	
180	21	6090	Expense	FARM EXPENDITURES	4,959.03	140,000.00	3.54%	
181	21	6095	Expense	BAD DEBT EXPENSE	20.47	300.00	6.82%	
182	21	6097	Expense	DEPOSITS ON ACCOUNT	700.00	5,000.00	14.00%	
183	21	6125	Expense	LEGAL PUBLICATIONS EXPENSE	-	5,000.00	0.00%	
184	21	6130	Expense	LIABILITY & PROPERTY INSURANCE	24,791.67	49,811.22	49.77%	
185	21	6131	Expense	INSURANCE CLAIMS PAID	-	1,500.00	0.00%	
186	21	6140	Expense	MAINT & REPAIR BUILDING	1,336.48	37,000.00	3.61%	
187	21	6141	Expense	IT SMALL EQUIPMENT	406.05	12,000.00	3.38%	
188	21	6142	Expense	MAINT. & REPAIRS - EQUIPMENT	17,372.89	75,000.00	23.16%	
189	21	6150	Expense	M & R - SYSTEM	62,872.73	195,000.00	32.24%	
190	21	6151	Expense	M & R - PROCESS CHEMICALS	57,161.01	165,000.00	34.64%	
191	21	6152	Expense	M & R - LABORATORY COSTS	4,892.34	40,000.00	12.23%	
192	21	6153	Expense	M & R - SLUDGE DISPOSAL	31,212.08	100,000.00	31.21%	
193	21	6155	Expense	MEETINGS/COMMITTEES	52.16	2,500.00	2.09%	
194	21	6160	Expense	MISCELLANEOUS EXPENSES	(0.01)	55,000.00	0.00%	
195	21	6165	Expense	OFFICE SUPPLIES	1,511.17	9,200.00	16.43%	
196	21	6166	Expense	PP&E PURCHASES - OPERATIONS	115,195.49	1,292,360.54	8.91%	
197	21	6175	Expense	SMALL TOOLS	5,752.44	16,500.00	34.86%	
198	21	6190	Expense	POSTAGE & BILLING	4,852.10	25,000.00	19.41%	
199	21	6202	Expense	PROFESSIONAL SERVICES	28,397.39	70,000.00	40.57%	
200	21	6211	Expense	RENT - BUILDINGS & LAND	364.50	2,400.00	15.19%	
201	21	6212	Expense	RENT- EQUIPMENT	980.77	3,200.00	30.65%	
202	21	6230	Expense	SAFETY TRAINING & EQUIPMENT	988.65	7,500.00	13.18%	
203	21	6255	Expense	TELEPHONE EXPENSE	4,284.81	23,000.00	18.63%	
204	21	6265	Expense	TRAINING & SCHOOLING EXPENSE	2,132.71	6,500.00	32.81%	
205	21	6270	Expense	TRAVEL EXPENSES	294.13	1,500.00	19.61%	
206	21	6280	Expense	UNEMPLOYMENT EXPENSES	-	5,000.00	0.00%	
207	21	6285	Expense	UNIFORMS EXPENSE	1,732.42	5,200.00	33.32%	
208	21	6290	Expense	UTILITIES EXPENSE	87,803.88	360,000.00	24.39%	
209	21	6300	Expense	FUEL	3,203.25	30,000.00	10.68%	
210	21	6305	Expense	VEHICLE MAINTENANCE & REPAIRS	38,116.54	22,000.00	173.26%	Radar Pump for Vac Truck 29k
211	21	6505	Expense	BANK FEES	10,514.22	35,000.00	30.04%	
212	25	4173	Revenue	INTEREST REVENUE	(49,529.73)	(42,000.00)	117.93%	
213	25	4177	Revenue	GRAVITY IRRIGATION USER FEES	(14,994.40)	(20,000.00)	74.97%	
214	25	4185	Revenue	MISCELLANEOUS INCOME	(1,029.86)	(25,000.00)	4.12%	
215	25	4358	Revenue	DEVELOPMENT SUPPORT SERVICES	(144.00)	(1,200.00)	12.00%	
216	25	4505	Revenue	NEW SERVICE CONNECTION	(25,464.78)	(675,167.32)	3.77%	
217	25	4510	Revenue	SERVICE RECONNECT FEES	(708.64)	(4,000.00)	17.72%	
218	25	4550	Revenue	INSPECTION REVENUE	(7,000.50)	(55,000.00)	12.73%	
219	25	4700	Revenue	PRESS. IRRIGATION USER FEES	(444,606.01)	(1,398,875.91)	31.78%	

Number	Fund	Account	Type	Detail	As of 12/31/22	Budget	% of Budget	Note
220	25	4775	Revenue	LATE PAYMENT FEE	(3,714.76)	(10,000.00)	37.15%	
221	25	4950	Revenue	CARRY OVER BALANCE	(7,670,248.93)	(7,002,044.87)	109.54%	
222	25	5000	Expense	SAL. & WAGES-ELECTED OFFICIALS	657.74	2,589.54	25.40%	
223	25	5005	Expense	SALARIES & WAGES - STAFF	48,653.42	255,883.92	19.01%	
224	25	5795	Expense	OVERTIME WAGES EXPENSE	653.44	7,036.81	9.29%	
225	25	5800	Expense	OASDI - EMPLOYER	2,788.72	16,461.64	16.94%	
226	25	5810	Expense	MEDICARE - EMPLOYER	687.21	3,849.90	17.85%	
227	25	5820	Expense	GROUP MEDICAL INSURANCE	6,457.71	44,213.46	14.61%	
228	25	5830	Expense	GROUP LIFE INSURANCE	23.68	141.16	16.78%	
229	25	5840	Expense	PERSI EMPLOYER (401a)	5,790.01	31,679.90	18.28%	
230	25	5850	Expense	WORKERS' COMPENSATION INS.	1,420.63	7,921.31	17.93%	
231	25	5860	Expense	GROUP DENTAL/VISION INSURANCE	223.57	2,829.32	7.90%	
232	25	5950	Expense	TEAM BUILDING, ONBOARDING	155.90	1,500.00	10.39%	
233	25	5960	Expense	LEAVE TIME FLUCTUATION	260.87	3,500.00	7.45%	
234	25	6020	Expense	CAPITAL IMPROVEMENTS	3,440.63	751,969.70	0.46%	
235	25	6025	Expense	JANITORIAL	701.01	5,500.00	12.75%	
236	25	6045	Expense	CONTINGENCY FUND	1,674.93	6,962,028.20	0.02%	
237	25	6050	Expense	CONTRACT LABOR	-	25,000.00	0.00%	
238	25	6052	Expense	CONTRACT SERVICES	2,031.70	7,300.00	27.83%	
239	25	6065	Expense	DIG LINE EXPENSE	240.58	3,000.00	8.02%	
240	25	6075	Expense	DUES & MEMBERSHIPS EXPENSE	651.65	3,500.00	18.62%	
241	25	6095	Expense	BAD DEBT EXPENSE	(7.54)	200.00	-3.77%	
242	25	6115	Expense	MAINT & REPAIR-SYSTEM-GRAVITY	-	3,200.00	0.00%	
243	25	6116	Expense	IRRIGATION / WATER COSTS	95,694.35	195,000.00	49.07%	BKID Fees recaptured with revenue
244	25	6125	Expense	LEGAL PUBLICATIONS	2,076.40	6,500.00	31.94%	
245	25	6130	Expense	LIABILITY & PROPERTY INSURANCE	2,721.22	5,467.33	49.77%	
246	25	6131	Expense	INSURANCE CLAIMS PAID	-	5,500.00	0.00%	
247	25	6140	Expense	MAINT & REPAIR BUILDING	676.42	6,500.00	10.41%	
248	25	6141	Expense	IT SMALL EQUIPMENT	110.75	6,000.00	1.85%	
249	25	6142	Expense	MAINT. & REPAIRS - EQUIPMENT	1,563.73	10,000.00	15.64%	
250	25	6150	Expense	MAINT. & REPAIRS - SYSTEM (PI)	1,477.48	90,000.00	1.64%	
251	25	6155	Expense	MEETING/COMMITTEES	3.00	1,200.00	0.25%	
252	25	6160	Expense	MISCELLANEOUS EXPENSES	-	27,000.00	0.00%	
253	25	6165	Expense	OFFICE SUPPLIES	673.47	4,500.00	14.97%	
254	25	6166	Expense	PP&E PURCHASES - OPERATIONS	77,955.82	474,565.92	16.43%	
255	25	6175	Expense	SMALL TOOLS	2,691.18	7,500.00	35.88%	
256	25	6190	Expense	POSTAGE & BILLING	1,850.44	10,500.00	17.62%	
257	25	6202	Expense	PROFESSIONAL SERVICES	4,997.02	30,000.00	16.66%	
258	25	6211	Expense	RENT - BUILDINGS & LAND	162.00	750.00	21.60%	
259	25	6212	Expense	RENT - EQUIPMENT	119.23	2,000.00	5.96%	
260	25	6230	Expense	SAFETY TRAINING & EQUIPMENT	413.52	2,000.00	20.68%	
261	25	6255	Expense	TELEPHONE EXPENSE	1,748.87	7,500.00	23.32%	
262	25	6265	Expense	TRAINING & SCHOOLING EXPENSE	241.66	2,000.00	12.08%	
263	25	6270	Expense	TRAVEL EXPENSES	80.25	2,000.00	4.01%	
264	25	6280	Expense	UNEMPLOYMENT EXPENSES	-	5,000.00	0.00%	
265	25	6285	Expense	UNIFORMS EXPENSE	385.92	1,500.00	25.73%	
266	25	6290	Expense	UTILITIES EXPENSE	16,880.55	165,000.00	10.23%	
267	25	6300	Expense	FUEL	769.78	6,500.00	11.84%	
268	25	6305	Expense	VEHICLE MAINTENANCE & REPAIR	1,975.41	3,000.00	65.85%	Inflation in Vehicle Repairs
269	25	6505	Expense	BANK FEES	4,141.24	16,500.00	25.10%	
270	26	4950	Revenue	CARRYOVER	(96,964.43)	(146,560.83)	66.16%	
271	26	4975	Revenue	SOLID WASTE USER FEES	(857,754.89)	(3,333,040.83)	25.73%	
272	26	6045	Expense	CONTINGENCY	-	192,306.47	0.00%	
273	26	6095	Expense	BAD DEBT EXPENSE	1.26	-	100.00%	
274	26	7000	Expense	SOLID WASTE SERVICE FEES	827,816.54	3,287,295.19	25.18%	
275	40	4900	Revenue	TRANSFERS IN	-	(3,300,193.33)	0.00%	
276	40	4950	Revenue	CARRY OVER	(464,461.59)	(538,886.10)	86.19%	
277	40	6020	Expense	CAPITAL IMPROVEMENTS	119,798.12	3,029,366.00	3.95%	
278	40	6045	Expense	CONTINGENCY	-	278,886.10	0.00%	
279	40	6166	Expense	PP&E PURCHASES OPERATIONS	268,795.00	530,827.33	50.64%	Vehicle and Equipment Purchases
280	50	4173	Revenue	INTEREST INCOME	(19,366.90)	(3,500.00)	553.34%	
281	50	4650	Revenue	PARK IMPACT FEE REVENUE	(91,140.00)	(1,163,210.57)	7.84%	Lower BP Activity
282	50	4950	Revenue	CARRY OVER	(2,851,196.65)	(3,232,351.87)	88.21%	
283	50	6045	Expense	CONTINGENCY	-	2,674,062.44	0.00%	
284	50	6400	Expense	TRANSFER OUT	-	1,725,000.00	0.00%	
285	51	4650	Revenue	POLICE IMPACT FEE REVENUE	(29,420.97)	(136,300.65)	21.59%	
286	51	4950	Revenue	CARRY OVER	(135,454.87)	(136,833.05)	98.99%	
287	51	6400	Expense	TRANSFER OUT	-	273,133.70	0.00%	
288	52	4100	Revenue	PROPERTY TAX REVENUE	(218,702.81)	(158,494.96)	137.99%	
289	52	4950	Revenue	CARRY OVER	(144,243.96)	(122,131.71)	118.11%	
290	52	6020	Expense	CAPITAL IMPROVEMENTS	-	50,000.00	0.00%	
291	52	6045	Expense	CONTINGENCY	-	213,126.67	0.00%	
292	52	6202	Expense	PROFESSIONAL SERVICES	1,121.00	12,000.00	9.34%	

Number	Fund	Account	Type	Detail	As of 12/31/22	Budget	% of Budget	Note
293	52	6287	Expense	GENERAL AND ADMIN	-	5,500.00	0.00%	

ORDINANCE NO. 2023-11

CITY OF KUNA

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO,

- **AMENDING SECTION 2, OF CHAPTER 3 OF TITLE 12 KUNA CITY CODE ADDING A DEFINITION FOR “OWNER OF RECORD;” AND**
- **AMENDING SECTION 10 OF CHAPTER 3 OF TITLE 12 KUNA CITY CODE BY ADDING TWO SUBSECTIONS AND MAKING TECHNICAL CORRECTIONS PROVIDING A CITY OF KUNA POLICE DEPARTMENT IMPACT FEE REFUNDS BE PAID TO THE OWNER OF RECORD; PROVIDING THAT THE ADMINISTRATOR IS THE DECISIONMAKER KUNA POLICE DEPARTMENT IMPACT FEE WILL BE REFUNDS; PROVIDING A REFUND THE FEE WAS PAID IN ERROR; PROVIDING TIME FRAMES FOR WHEN A REFUND SHALL BE PAID AFTER IT IS DETERMINED TO BE DUE; PROVIDING THAT A REFUND WILL NOT BE PAID UNTIL ANY APPEAL TO THE CITY COUNCIL IS CONCLUDED OR THE TIME FOR APPEAL HAS PASSED; AND**
- **AMENDING SECTION 12 OF CHAPTER 3 OF TITLE 12 KUNA CITY CODE BY MAKING TECHNICAL CORRECTIONS AND CHANGING THE SUBSECTION LETTERING PROVIDING THAT AN OWNER OF RECORD MAY APPEAL A REFUND DETERMINATION AND MAKING MULTIPLE LANGUAGE ADDITIONS TO SUBSECTIONS TO DEFINE HOW AN OWNER OF RECORD MAY PARTICIPATE IN THE APPEAL AND MEDIATION PROCESS; AND**
- **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 section 2, of Chapter 3 of Title 12 Kuna City Code be and is hereby amended to include the following definition for “owner of record:”

12-3-2: - DEFINITIONS:

...

Owner of Record shall mean the person or legal entity on record with the county assessor’s office as the current property owner.

...

Section 2: That Section 10 of Chapter 3, of Title 12 Kuna City Code be and is hereby amended to read as follows:

12-3-10: REFUNDS:

A. *Refund to Owner of Record*: In the event it is determined a refund is due for a City of Kuna Police Department Impact Fee paid on a particular property, the refund shall be paid to the owner of record as of the date it is determined the refund is due.

B. *Decision Maker*: The administrator shall make the determination whether there is a duty to refund a Kuna Police Department Impact Fee. Such determination shall be subject to appeal as set forth in this Chapter.

C. *Duty to refund*:

1. City of Kuna Police Department Impact Fee shall be refunded to the owner of record in the following circumstances:

a. Service is available but never provided;

b. A building permit, or permit for installation of a manufactured home, is denied by the city or abandoned;

c. The fee payer pays a City of Kuna Police Department Impact Fee under protest and a subsequent review of the fee paid or the completion of an individual assessment determines that the fee paid exceeded the proportionate share to which the city was entitled to receive;

d. The city has collected a City of Kuna Police Department Impact Fee and the city has failed to appropriate or expend the collected fees pursuant to section below;

e. Failure of the city to commence construction or encumber the fund in the City of Kuna Police Department Impact Fee Capital Projects Trust Fund; or

f. The administrator determines the fee was paid in error.

2. Any City of Kuna Police Department Impact Fee paid shall be refunded if the city has failed to commence construction of system improvements in accordance with this chapter, or to appropriate funds for such construction, within eight (8) years after the date on which such fee was collected by the city. Any refund due shall be paid to the owner of record of the parcel for which the City of Kuna Police Department Impact Fee was paid. The city may hold City of Kuna Police Department Impact Fees for longer than eight (8) years if the city identifies in writing and in written notice to the owner of record of the parcel: (a) a reasonable cause why the fees should be held longer than eight (8) years; and (b) an anticipated date by which the fees will be expended, but in no event greater than eleven (11) years from the date they were collected. If the city complies with the previous sentence, then any City of Kuna Police Department Impact Fees so identified shall be refunded to the owner of record if the city has failed to commence construction of system improvements in accordance with the written notice, or to appropriate funds for such construction on or before the date identified in such writing.

3. *No refund due for subsequent reduction in size of development or service units:* After a City of Kuna Police Department Impact Fee has been paid pursuant to this chapter and after a certificate of occupancy has been issued by the city, no refund of any part of such fee shall be made if the project for which the fee was paid is later demolished, destroyed, or is altered, reconstructed, or reconfigured so as to reduce the size of the project or the number of units in the project.

4. *Interest:* Each refund shall include a refund of interest at one-half the legal rate provided for in IC § 28-22-104 from the date on which the fee was originally paid.

5. *Timing:* The administrator shall make a determination of whether a refund is due within thirty (30) days after receipt of a written request for a refund from the owner of record of the property for which the fee was paid. When the right to a refund exists, the city shall send the refund to the owner of record within ninety (90) days after the administrator determines that a refund is due. In the event the administrator's determination is appealed, then the determination shall not be deemed final until the date the city council issues its decision on appeal. A refund shall not be due or paid until the determination is final.

Section 3: That Section 12 of Chapter 3, of Title 12 Kuna City Code be and is hereby amended to read as follows:

12-3-12: - APPEALS, PROTEST AND MEDIATION:

A. *Appeals:* Any fee payer that is or may be obligated to pay a City of Kuna Police Department Impact Fee, or that claims a right to receive a reimbursement, exemption or credit under this chapter, and who is dissatisfied with a decision made either by the administrator in applying this chapter, may appeal such to the city council. Additionally, an owner of record who requests a Kuna Police Department Impact Fee refund, and is dissatisfied by the administrator's determination may appeal such determination.

B. The fee payer or owner of record shall have the burden on appeal of proving by clear and convincing evidence that the decision was in error.

C. In order to pursue the appeal described in this section, the fee payer or owner of record shall file a written notice of the appeal with the administrator within thirty (30) days after the date of the administrator's decision, or the date on which the fee payer submitted a payment of the City of Kuna Police Department Impact Fee under protest, whichever is later. Such written application shall include a statement describing why the fee payer or owner of record believes that the appealed decision was in error, together with copies of any documents that the fee payer or owner of record believes support the claim.

D. The city council shall hear the appeal within sixty (60) days after receipt of a written notice of appeal. The fee payer or owner of record shall have a right to be present and to present evidence in support of the appeal. The administrator who made the decision under appeal or his or her representative shall likewise have the right to be present and to present evidence in support of the decision. The criteria to be used by the city council in considering the appeal shall be whether: (a)

the decision or interpretation made by administrator; or (b) the alternative decision or interpretation offered by the fee payer or owner of record, more accurately reflects the intent of this chapter that new development in the city pay its proportionate share of the costs of system improvements to City of Kuna Police Department facilities necessary to serve new development and whether the chapter has been correctly applied. The city council shall issue a decision upholding, reversing, or modifying the decision being appealed within thirty (30) days after hearing the appeal.

E. *Payment under protest*: A fee payer may pay a City of Kuna Police Department Impact Fee under protest in order to avoid delay in the issuance of a building permit by the city. A fee payer making a payment under protest shall not be estopped from exercising the right to appeal provided herein, nor shall such fee payer be estopped from receiving a refund of any amount deemed to have been illegally collected. Provided, in order to receive a refund, the fee payer must still be the owner of record on the date it is determined the refund is due.

F. *Mediation*:

1. Any fee payer that has a disagreement with the administrator regarding a City of Kuna Police Department Impact Fee Determination that is or may be due for a proposed development pursuant to this chapter, may enter into a voluntary agreement with the city to subject the disagreement to mediation by a qualified independent party acceptable to both the fee payer and the city.

2. Mediation may take place at any time following the filing of a timely appeal pursuant to this section, or as an alternative to such appeal, provided that the request for mediation is filed no later than the last date on which a timely appeal could be filed pursuant to this section.

3. Participation in mediation does not preclude the fee payer from pursuing other remedies provided for in this section.

4. If mediation is requested, any related mediation costs shall be shared equally by the fee payer and the city and a written agreement regarding the payment of such costs shall be executed prior to the commencement of mediation.

5. In the event that mediation does not resolve the issues between the city and the fee payer, the fee payer retains all rights to seek relief from a court of competent jurisdiction.

Section 4: 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 5: 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 7th day of March, 2023

CITY OF KUNA

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

ORDINANCE NO. 2023-11

CITY OF KUNA

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO,

- **AMENDING SECTION 2, OF CHAPTER 3 OF TITLE 12 KUNA CITY CODE ADDING A DEFINITION FOR “OWNER OF RECORD;” AND**
- **AMENDING SECTION 10 OF CHAPTER 3 OF TITLE 12 KUNA CITY CODE BY ADDING TWO SUBSECTIONS AND MAKING TECHNICAL CORRECTIONS PROVIDING A CITY OF KUNA POLICE DEPARTMENT IMPACT FEE REFUNDS BE PAID TO THE OWNER OF RECORD; PROVIDING THAT THE ADMINISTRATOR IS THE DECISIONMAKER KUNA POLICE DEPARTMENT IMPACT FEE WILL BE REFUNDS; PROVIDING A REFUND THE FEE WAS PAID IN ERROR; PROVIDING TIME FRAMES FOR WHEN A REFUND SHALL BE PAID AFTER IT IS DETERMINED TO BE DUE; PROVIDING THAT A REFUND WILL NOT BE PAID UNTIL ANY APPEAL TO THE CITY COUNCIL IS CONCLUDED OR THE TIME FOR APPEAL HAS PASSED; AND**
- **AMENDING SECTION 12 OF CHAPTER 3 OF TITLE 12 KUNA CITY CODE BY MAKING TECHNICAL CORRECTIONS AND CHANGING THE SUBSECTION LETTERING PROVIDING THAT AN OWNER OF RECORD MAY APPEAL A REFUND DETERMINATION AND MAKING MULTIPLE LANGUAGE ADDITIONS TO SUBSECTIONS TO DEFINE HOW AN OWNER OF RECORD MAY PARTICIPATE IN THE APPEAL AND MEDIATION PROCESS; AND**
- **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 section 2, of Chapter 3 of Title 12 Kuna City Code be and is hereby amended to include the following definition for “owner of record:”

12-3-2: - DEFINITIONS:

...

Owner of Record shall mean the person or legal entity on record with the county assessor’s office as the current property owner.

...

Section 2: That Section 10 of Chapter 3, of Title 12 Kuna City Code be and is hereby amended to read as follows:

12-3-10: –~~FEE PAYER~~ REFUNDS:

A. Refund to Owner of Record: In the event it is determined a refund is due for a City of Kuna Police Department Impact Fee paid on a particular property, the refund shall be paid to the owner of record as of the date it is determined the refund is due.

B. Decision Maker: The administrator shall make the determination whether there is a duty to refund a Kuna Police Department Impact Fee. Such determination shall be subject to appeal as set forth in this Chapter.

C. Duty to refund:

1. City of Kuna Police Department Impact Fee shall be refunded to the ~~fee payer, or to a successor in interest,~~ owner of record in the following circumstances:

a. Service is available but never provided;

b. A building permit, or permit for installation of a manufactured home, is denied by the city or abandoned;

c. The fee payer pays a City of Kuna Police Department Impact Fee under protest and a subsequent review of the fee paid or the completion of an individual assessment determines that the fee paid exceeded the proportionate share to which the city was entitled to receive;

d. The city has collected a City of Kuna Police Department Impact Fee and the city has failed to appropriate or expend the collected fees pursuant to section below; ~~or~~

e. Failure of the city to commence construction or encumber the fund in the City of Kuna Police Department Impact Fee Capital Projects Trust Fund; or

f. The administrator determines the fee was paid in error.

2. Any City of Kuna Police Department Impact Fee paid shall be refunded if the city has failed to commence construction of system improvements in accordance with this chapter, or to appropriate funds for such construction, within eight (8) years after the date on which such fee was collected by the city. Any refund due shall be paid to the owner of record of the parcel for which the City of Kuna Police Department Impact Fee was paid. The city may hold City of Kuna Police Department Impact Fees for longer than eight (8) years if the city identifies in writing and in written notice to the owner of record of the parcel: (a) a reasonable cause why the fees should be held longer than eight (8) years; and (b) an anticipated date by which the fees will be expended, but in no event greater than eleven (11) years from the date they were collected. If the city complies with the previous sentence, then any City of Kuna Police Department Impact Fees so identified shall be refunded to the ~~fee payer~~ owner of record if the city has failed to commence construction of system improvements in accordance with the written notice, or to appropriate funds for such construction on or before the date identified in such writing.

3. *No refund due for subsequent reduction in size of development or service units:* After a City of Kuna Police Department Impact Fee has been paid pursuant to this chapter and after a certificate of occupancy has been issued by the city, no refund of any part of such fee shall be made if the project for which the fee was paid is later demolished, destroyed, or is altered, reconstructed, or reconfigured so as to reduce the size of the project or the number of units in the project.

4. *Interest:* Each refund shall include a refund of interest at one-half the legal rate provided for in IC § 28-22-104 from the date on which the fee was originally paid.

5. *Timing:* The ~~city~~ administrator shall make a determination of whether a refund is due within thirty (30) days after receipt of a written request for a refund from the owner of record of the property for which the fee was paid. When the right to a refund exists, the city shall send the refund to the owner of record within ninety (90) days after the ~~city~~ administrator determines that a refund is due. In the event the administrator's determination is appealed, then the determination shall not be deemed final until the date the city council issues its decision on appeal. A refund shall not be due or paid until the determination is final.

Section 3: That Section 12 of Chapter 3, of Title 12 Kuna City Code be and is hereby amended to read as follows:

12-3-12: - APPEALS, PROTEST AND MEDIATION:

A. *Appeals:* Any fee payer that is or may be obligated to pay a City of Kuna Police Department Impact Fee, or that claims a right to receive a ~~refund~~, reimbursement, exemption or credit under this chapter, and who is dissatisfied with a decision made either by the administrator in applying this chapter, may appeal such to the city council. Additionally, an owner of record who requests a Kuna Police Department Impact Fee refund, and is dissatisfied by the administrator's determination may appeal such determination.

B. The fee payer or owner of record shall have the burden on appeal of proving by clear and convincing evidence that the decision was in error.

C. In order to pursue the appeal described in this subsection, the fee payer or owner of record shall file a written notice of the appeal with the ~~administrator-city~~ administrator within thirty (30) days after the date of the administrator's decision, or the date on which the fee payer submitted a payment of the City of Kuna Police Department Impact Fee under protest, whichever is later. Such written application shall include a statement describing why the fee payer or owner of record believes that the appealed decision was in error, together with copies of any documents that the fee payer or owner of record believes support the claim.

D. The city council shall hear the appeal within sixty (60) days after receipt of a written notice of appeal. The fee payer or owner of record shall have a right to be present and to present evidence in support of the appeal. The administrator who made the decision under appeal or his or her representative shall likewise have the right to be present and to present evidence in support of the decision. The criteria to be used by the city council in considering the appeal shall be whether: (a)

the decision or interpretation made by administrator; or (b) the alternative decision or interpretation offered by the fee payer or owner of record, more accurately reflects the intent of this chapter that new development in the city pay its proportionate share of the costs of system improvements to City of Kuna Police Department facilities necessary to serve new development and whether the chapter has been correctly applied. The city council shall issue a decision upholding, reversing, or modifying the decision being appealed within thirty (30) days after hearing the appeal.

EF. Payment under protest: A fee payer may pay a City of Kuna Police Department Impact Fee under protest in order ~~not~~ to avoid delay in the issuance of a building permit by the city. A fee payer making a payment under protest shall not be estopped from exercising the right to appeal provided herein, nor shall such fee payer be estopped from receiving a refund of any amount deemed to have been illegally collected. Provided, in order to receive a refund, the fee payer must still be the owner of record on the date it is determined the refund is due.

FG. Mediation:

1. Any fee payer that has a disagreement with the administrator regarding a City of Kuna Police Department Impact Fee Determination that is or may be due for a proposed development pursuant to this chapter, may enter into a voluntary agreement with the city to subject the disagreement to mediation by a qualified independent party acceptable to both the fee payer and the city.

2. Mediation may take place at any time following the filing of a timely appeal pursuant to this section ~~12-3-12(C)~~, or as an alternative to such appeal, provided that the request for mediation is filed no later than the last date on which a timely appeal could be filed pursuant to this section ~~12-3-12(C)~~.

3. Participation in mediation does not preclude the fee payer from pursuing other remedies provided for in this section.

4. If mediation is requested, any related mediation costs shall be shared equally by the fee payer and the city and a written agreement regarding the payment of such costs shall be executed prior to the commencement of mediation.

5. In the event that mediation does not resolve the issues between the city and the fee payer, the fee payer retains all rights to seek relief from a court of competent jurisdiction.

Section 4: 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 5: 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. 2023-12

CITY OF KUNA

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO

- **AMENDING SECTION 2, OF CHAPTER 2 OF TITLE 12 KUNA CITY CODE ADDING A DEFINITION FOR “OWNER OF RECORD;” AND**
- **AMENDING SECTION 10 OF CHAPTER 2 OF TITLE 12 KUNA CITY CODE BY ADDING TWO SUBSECTIONS AND MAKING TECHNICAL CORRECTIONS PROVIDING THAT KUNA RURAL FIRE DISTRICT IMPACT FEE REFUNDS BE PAID TO THE OWNER OF RECORD; PROVIDING THAT THE ADMINISTRATOR IS THE DECISIONMAKER; PROVIDING A REFUND IF THE FEE WAS PAID IN ERROR; PROVIDING TIME FRAMES FOR WHEN A REFUND SHALL BE PAID AFTER IT IS DETERMINED TO BE DUE; PROVIDING THAT A REFUND WILL NOT BE PAID UNTIL ANY APPEAL TO THE CITY COUNCIL IS CONCLUDED OR THE TIME FOR APPEAL HAS PASSED; AND**
- **AMENDING SECTION 13 OF CHAPTER 2 OF TITLE 12 KUNA CITY CODE BY MAKING TECHNICAL CORRECTIONS AND CHANGING THE SUBSECTION LETTERING; PROVIDING THAT AN OWNER OF RECORD MAY APPEAL A REFUND DETERMINATION TO THE BOARD OF COMMISSIONERS; ADDING LANGUAGE PROVIDING INFORMATION ON THE RECORD OF PROCEEDINGS, SUBSEQUENT APPEAL TO THE CITY COUNCIL, AND CITY COUNCIL DECISION; AND MAKING MULTIPLE LANGUAGE ADDITIONS TO SUBSECTIONS TO DEFINE HOW AN OWNER OF RECORD MAY PARTICIPATE IN THE APPEAL AND MEDIATION PROCESS; AND**
- **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 section 2, of Chapter 2 of Title 12 Kuna City Code be and is hereby amended to include the following definition for “owner of record:”

12-2-2: - DEFINITIONS:

...

Owner of Record shall mean the person or legal entity on record with the county assessor’s office as the current property owner.

...

Section 2: That Section 10 of Chapter 2, of Title 12 Kuna City Code be and is hereby amended to read as follows:

12-2-10: - REFUNDS:

A. Refund to Owner of Record: In the event it is determined a refund is due for fire district impact fees paid on a particular property, the refund shall be paid to the owner of record as of the date it is determined the refund is due.

B. Decision Maker: The district administrator shall make the determination on whether there is a duty to refund a fire district impact fee. Such determination shall be subject to appeal as set forth in this Chapter.

C. Duty to refund:

1. Fire district impact fees shall be refunded to the owner of record in the following circumstances:

a. Service is available but never provided;

b. A building permit, or permit for installation of a manufactured home, is denied by the city or abandoned;

c. The fee payer pays a fire district impact fee under protest and a subsequent review of the fee paid or the completion of an individual assessment determines that the fee paid exceeded the proportionate share to which the district was entitled to receive;

d. The fire district has collected a fire district impact fee and the fire district has failed to appropriate or expend the collected fees pursuant to section below;

e. Failure of the fire district to commence construction or encumber the fund in the fire district development impact fee capital projects trust fund; or

f. The district administrator determines the fee was paid in error.

2. Any fire district impact fee paid shall be refunded if the district has failed to commence construction of system improvements in accordance with this chapter, or to appropriate funds for such construction, within eight (8) years after the date on which such fee was collected by the district. The district may hold fire district impact fees for longer than eight (8) years if the fire district identifies in writing and in written notice to the owner of record of the parcel: (a) a reasonable cause why the fees should be held longer than eight (8) years; and (b) an anticipated date by which the fees will be expended, but in no event greater than eleven (11) years from the date they were collected. If the district complies with the previous sentence, then any fire district impact fees so identified shall be refunded to the owner of record if the fire district has failed to commence construction of system improvements in accordance with the written notice, or to appropriate funds for such construction on or before the date identified in such writing.

3. *No refund due for subsequent reduction in size of development or service units.* After a fire district impact fee has been paid pursuant to this chapter and after a certificate of occupancy has been issued by the city, no refund of any part of such fee shall be made if the project for which the fee was paid is later demolished, destroyed, or is altered, reconstructed, or reconfigured so as to reduce the size of the project or the number of units in the project.

4. *Interest.* Each refund shall include a refund of interest at one-half the legal rate provided for in IC § 28-22-104 from the date on which the fee was originally paid.

5. *Timing.* The district administrator shall make a determination of whether a refund is due within thirty (30) days after receipt of a written request for a refund from the owner of record of the property for which the fee was paid. When the right to a refund exists, the district shall send the refund to the owner of record within ninety (90) days after the district administrator determines that a refund is due. In the event the district administrator's determination is appealed, then the determination shall not be deemed final until the date the board of commissioners' decision becomes final, or (in the even the board of commissioners' decision is appealed) until the city council issues a final decision.

Section 3: That Section 13 of Chapter 2, of Title 12 Kuna City Code be and is hereby amended to read as follows:

12-2-13: - APPEALS, PROTEST AND MEDIATION:

A. *Appeals to the Board of Commissioners.* Any fee payer that is or may be obligated to pay a fire district impact fee, or that claims a right to receive a reimbursement, exemption or credit under this chapter, and who is dissatisfied with a decision made by the district administrator in applying this chapter, may appeal such decision to the board of commissioners. Additionally, an owner of record who requests a fire district impact fee refund, and is dissatisfied by the district administrator's determination may appeal such determination to the board of commissioners.

B. The fee payer or owner of record shall have the burden on appeal of proving by clear and convincing evidence that the decision was in error.

C. In order to pursue the appeal described in this section, the fee payer or owner of record shall file a written notice of the appeal with the district administrator within thirty (30) days after the date of the district administrator's decision, or the date on which the fee payer submitted a payment of the fire district impact fee under protest, whichever is later. Such written application shall include a statement describing why the fee payer or owner of record believes that the appealed decision was in error, together with copies of any documents that the fee payer or owner of record believes support the claim.

D. The board of commissioners shall hear the appeal within sixty (60) days after receipt of a written notice of appeal. The fee payer or owner of record shall have a right to be present and to present evidence in support of the appeal. The district administrator who made the decision under appeal or his or her representative shall likewise have the right to be present and to present evidence in support of the decision. The criteria to be used by the board of commissioners in considering the

appeal shall be whether: (a) the decision or interpretation made by the district administrator; or (b) the alternative decision or interpretation offered by the fee payer or owner of record, more accurately reflects the intent of this chapter that new development in the city pay its proportionate share of the costs of system improvements to district facilities necessary to serve new development and whether the chapter has been correctly applied. The board of commissioners shall issue a decision upholding, reversing, or modifying the decision being appealed within thirty (30) days after hearing the appeal.

1. *Record of Proceedings.* The district administrator, or their designee, shall make and keep an audio recording of the hearing described above, and shall preserve all written submissions made to the board of commissioners by either the district administrator or appellant related to such hearing. This recording, the written submissions, and the board of commissioners' written decision shall constitute the record of proceedings from the appeal to the board of commissioners.

E. *Subsequent Appeal to the City Council.* A fee payer or owner of record may appeal the board of commissioners' decision to the city council by delivering a petition for appeal to the city clerk, and by delivering a copy of such petition to the district administrator. Such petition and copy must be delivered and received no later than fourteen (14) days after the board of commissioners' decision to be timely. Upon receipt of a copy of such petition, the district administrator shall deliver the record of proceedings to the city clerk within fourteen (14) days, which deadline may be extended at the discretion of the city clerk. Upon receipt of the record of proceedings, the city clerk shall place the petition for appeal on the city council agenda as a business item as soon as such item may be reasonably be heard by the city council, which in no event shall be more than thirty (30) days after city clerk receives the record of proceedings.

1. *City Council Decision.* The city council shall review the record of proceedings and board of commissioners' decision and either affirm or reverse such decision based upon the information contained in the record of proceedings. The criteria to be used by the city council in considering the appeal shall be whether: (a) the decision or interpretation made by the board of commissioners; or (b) the alternative decision or interpretation offered by the fee payer or owner of record, more accurately reflects the intent of this chapter that new development in the city pay its proportionate share of the costs of system improvements to district facilities necessary to serve new development and whether the chapter has been correctly applied. Such decision by the city council shall be issued within thirty (30) days of the city council meeting where the item was considered as a business item.

F. *Payment under protest.* A fee payer may pay a fire district impact fee under protest in order to avoid delay in the issuance of a building permit by the city. A fee payer making a payment under protest shall not be estopped from exercising the right to appeal provided herein, nor shall such fee payer be estopped from receiving a refund of any amount deemed to have been illegally collected. Provided, in order to receive a refund, the fee payer must still be the owner of record on the date it is determined the refund is due.

G. *Mediation.*

1. Any fee payer that has a disagreement with the district administrator regarding a fire district impact fee determination that is or may be due for a proposed development pursuant to this chapter, may enter into a voluntary agreement with the fire district to subject the disagreement to mediation by a qualified independent party acceptable to both the fee payer and the fire district.

2. Mediation may take place at any time following the filing of a timely appeal pursuant to this section or as an alternative to such appeal, provided that the request for mediation is filed no later than the last date on which a timely appeal could be filed pursuant to this section.

3. Participation in mediation does not preclude the fee payer from pursuing other remedies provided for in this section.

4. If mediation is requested, any related mediation costs shall be shared equally by the fee payer and the district, and a written agreement regarding the payment of such costs shall be executed prior to the commencement of mediation.

5. In the event that mediation does not resolve the issues between the district and the fee payer, the fee payer retains all rights to seek relief from a court of competent jurisdiction.

Section 4: 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 5: 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 7th day of March, 2023

CITY OF KUNA

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

ORDINANCE NO. 2023-12

CITY OF KUNA

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO

- **AMENDING SECTION 2, OF CHAPTER 2 OF TITLE 12 KUNA CITY CODE ADDING A DEFINITION FOR “OWNER OF RECORD;” AND**
- **AMENDING SECTION 10 OF CHAPTER 2 OF TITLE 12 KUNA CITY CODE BY ADDING TWO SUBSECTIONS AND MAKING TECHNICAL CORRECTIONS PROVIDING THAT KUNA RURAL FIRE DISTRICT IMPACT FEE REFUNDS BE PAID TO THE OWNER OF RECORD; PROVIDING THAT THE ADMINISTRATOR IS THE DECISIONMAKER; PROVIDING A REFUND IF THE FEE WAS PAID IN ERROR; PROVIDING TIME FRAMES FOR WHEN A REFUND SHALL BE PAID AFTER IT IS DETERMINED TO BE DUE; PROVIDING THAT A REFUND WILL NOT BE PAID UNTIL ANY APPEAL TO THE CITY COUNCIL IS CONCLUDED OR THE TIME FOR APPEAL HAS PASSED; AND**
- **AMENDING SECTION 13 OF CHAPTER 2 OF TITLE 12 KUNA CITY CODE BY MAKING TECHNICAL CORRECTIONS AND CHANGING THE SUBSECTION LETTERING; PROVIDING THAT AN OWNER OF RECORD MAY APPEAL A REFUND DETERMINATION TO THE BOARD OF COMMISSIONERS; ADDING LANGUAGE PROVIDING INFORMATION ON THE RECORD OF PROCEEDINGS, SUBSEQUENT APPEAL TO THE CITY COUNCIL, AND CITY COUNCIL DECISION; AND MAKING MULTIPLE LANGUAGE ADDITIONS TO SUBSECTIONS TO DEFINE HOW AN OWNER OF RECORD MAY PARTICIPATE IN THE APPEAL AND MEDIATION PROCESS; AND**
- **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 section 2, of Chapter 2 of Title 12 Kuna City Code be and is hereby amended to include the following definition for “owner of record:”

12-2-2: - DEFINITIONS:

...

Owner of Record shall mean the person or legal entity on record with the county assessor’s office as the current property owner.

...

Section 2: That Section 10 of Chapter 2, of Title 12 Kuna City Code be and is hereby amended to read as follows:

12-2-10: ~~FEE PAYER REFUNDS:~~

A. *Refund to Owner of Record:* In the event it is determined a refund is due for fire district impact fees paid on a particular property, the refund shall be paid to the owner of record as of the date it is determined the refund is due.

B. *Decision Maker:* The district administrator shall make the determination on whether there is a duty to refund a fire district impact fee. Such determination shall be subject to appeal as set forth in this Chapter.

C. Duty to refund:

1. Fire district impact fees shall be refunded to the ~~fee payer, or to a successor in interest,~~ owner of record in the following circumstances:

a. Service is available but never provided;

b. A building permit, or permit for installation of a manufactured home, is denied by the city or abandoned;

c. The fee payer pays a fire district impact fee under protest and a subsequent review of the fee paid or the completion of an individual assessment determines that the fee paid exceeded the proportionate share to which the district was entitled to receive;

d. The fire district has collected a fire district impact fee and the fire district has failed to appropriate or expend the collected fees pursuant to section below; ~~or~~

e. Failure of the fire district to commence construction or encumber the fund in the fire district development impact fee capital projects trust fund; ~~or~~ or

f. The district administrator determines the fee was paid in error.

2. Any fire district impact fee paid shall be refunded if the district has failed to commence construction of system improvements in accordance with this chapter, or to appropriate funds for such construction, within eight (8) years after the date on which such fee was collected by the district. ~~Any refund due shall be paid to the owner of record of the parcel for which the fire district impact fee was paid.~~ The district may hold fire district impact fees for longer than eight (8) years if the fire district identifies in writing and in written notice to the owner of record of the parcel: (a) a reasonable cause why the fees should be held longer than eight (8) years; and (b) an anticipated date by which the fees will be expended, but in no event greater than eleven (11) years from the date they were collected. If the district complies with the previous sentence, then any fire district impact fees so identified shall be refunded to the ~~fee payer~~ owner of record if the fire district has

failed to commence construction of system improvements in accordance with the written notice, or to appropriate funds for such construction on or before the date identified in such writing.

3. *No refund due for subsequent reduction in size of development or service units.* After a fire district impact fee has been paid pursuant to this chapter and after a certificate of occupancy has been issued by the city, no refund of any part of such fee shall be made if the project for which the fee was paid is later demolished, destroyed, or is altered, reconstructed, or reconfigured so as to reduce the size of the project or the number of units in the project.

4. *Interest.* Each refund shall include a refund of interest at one-half the legal rate provided for in IC § 28-22-104 from the date on which the fee was originally paid.

5. *Timing.* The district administrator shall make a determination of whether a refund is due within thirty (30) days after receipt of a written request for a refund from the owner of record of the property for which the fee was paid. When the right to a refund exists, the district shall send the refund to the owner of record within ninety (90) days after the district administrator determines that a refund is due. In the event the district administrator's determination is appealed, then the determination shall not be deemed final until the date the board of commissioners' decision becomes final, or (in the event the board of commissioners' decision is appealed) until the city council issues a final decision.

Section 3: That Section 13 of Chapter 2, of Title 12 Kuna City Code be and is hereby amended to read as follows:

12-2-13: - APPEALS, PROTEST AND MEDIATION:

A. *Appeals to the Board of Commissioners.* Any fee payer that is or may be obligated to pay a fire district impact fee, or that claims a right to receive a ~~refund~~, reimbursement, exemption or credit under this chapter, and who is dissatisfied with a decision made ~~either by the city or by the district administrator~~ in applying this chapter, may appeal such decision ~~as follows:~~ to the board of commissioners. Additionally, an owner of record who requests a fire district impact fee refund, and is dissatisfied by the district administrator's determination may appeal such determination to the board of commissioners.

1. ~~In the case of a decision made by the city to the city council; and~~

2. ~~In the case of a decision made by the district administrator to the board of commissioners.~~

B. The fee payer or owner of record shall have the burden on appeal of proving by clear and convincing evidence that the decision was in error.

C. In order to pursue the appeal described in this subsection, the fee payer or owner of record shall file a written notice of the appeal with the ~~city~~ district administrator within thirty (30) days after the date of the ~~city's or the district administrator's~~ decision, or the date on which the fee payer submitted a payment of the fire district impact fee under protest, whichever is later. Such written application shall include a statement describing why the fee payer or owner of record believes that

the appealed decision was in error, together with copies of any documents that the fee payer or owner of record believes support the claim.

~~D. Appeals of the district administrator's decisions shall be delivered by the city to the district administrator.~~

~~DE. The city council or the board of commissioners, as the case may be, shall hear the appeal within sixty (60) days after receipt of a written notice of appeal. The fee payer or owner of record shall have a right to be present and to present evidence in support of the appeal. The city or district administrator who made the decision under appeal or his or her representative shall likewise have the right to be present and to present evidence in support of the decision. The criteria to be used by the city council or by the board of commissioners in considering the appeal shall be whether: (a) the decision or interpretation made by the city or district administrator; or (b) the alternative decision or interpretation offered by the fee payer or owner of record, more accurately reflects the intent of this chapter that new development in the city pay its proportionate share of the costs of system improvements to district facilities necessary to serve new development and whether the chapter has been correctly applied. The city council or board of commissioners, as the case may be, shall issue a decision upholding, reversing, or modifying the decision being appealed within thirty (30) days after hearing the appeal.~~

1. Record of Proceedings. The district administrator, or their designee, shall make and keep an audio recording of the hearing described above, and shall preserve all written submissions made to the board of commissioners by either the district administrator or appellant related to such hearing. This recording, the written submissions, and the board of commissioners' written decision shall constitute the record of proceedings from the appeal to the board of commissioners.

E. Subsequent Appeal to the City Council. A fee payer or owner of record may appeal the board of commissioners' decision to the city council by delivering a petition for appeal to the city clerk, and by delivering a copy of such petition to the district administrator. Such petition and copy must be delivered and received no later than fourteen (14) days after the board of commissioners' decision to be timely. Upon receipt of a copy of such petition, the district administrator shall deliver the record of proceedings to the city clerk within fourteen (14) days, which deadline may be extended at the discretion of the city clerk. Upon receipt of the record of proceedings, the city clerk shall place the petition for appeal on the city council agenda as a business item as soon as such item may be reasonably be heard by the city council, which in no event shall be more than thirty (30) days after city clerk receives the record of proceedings.

1. City Council Decision. The city council shall review the record of proceedings and board of commissioners' decision and either affirm or reverse such decision based upon the information contained in the record of proceedings. The criteria to be used by the city council in considering the appeal shall be whether: (a) the decision or interpretation made by the board of commissioners; or (b) the alternative decision or interpretation offered by the fee payer or owner of record, more accurately reflects the intent of this chapter that new development in the city pay its proportionate share of the costs of system improvements to district facilities necessary to serve new development and whether the chapter has been correctly applied. Such decision by the city council shall be

issued within thirty (30) days of the city council meeting where the item was considered as a business item.

F. *Payment under protest.* A fee payer may pay a fire district impact fee under protest in order ~~not~~ to avoid delay in the issuance of a building permit by the city. A fee payer making a payment under protest shall not be estopped from exercising the right to appeal provided herein, nor shall such fee payer be estopped from receiving a refund of any amount deemed to have been illegally collected. Provided, in order to receive a refund, the fee payer must still be the owner of record on the date it is determined the refund is due.

G. *Mediation.*

1. Any fee payer that has a disagreement with the ~~city or the~~ district administrator regarding a fire district impact fee determination that is or may be due for a proposed development pursuant to this chapter, may enter into a voluntary agreement with the ~~city or the~~ fire district, ~~as the case may be,~~ to subject the disagreement to mediation by a qualified independent party acceptable to both the fee payer and the fire district.

2. Mediation may take place at any time following the filing of a timely appeal pursuant to ~~this section 12-2-13(C),~~ or as an alternative to such appeal, provided that the request for mediation is filed no later than the last date on which a timely appeal could be filed pursuant to this section 12-2-13(C).

3. Participation in mediation does not preclude the fee payer from pursuing other remedies provided for in this section.

4. If mediation is requested, any related mediation costs shall be shared equally by the fee payer and ~~the city or the district, as the case may be,~~ and a written agreement regarding the payment of such costs shall be executed prior to the commencement of mediation.

5. In the event that mediation does not resolve the issues between the district and the fee payer, the fee payer retains all rights to seek relief from a court of competent jurisdiction.

Section 4: 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 5: 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 7th day of March, 2023

CITY OF KUNA

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

ORDINANCE NO. 2023-13

CITY OF KUNA

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO,

- **AMENDING SECTION 2, OF CHAPTER 1 OF TITLE 12 KUNA CITY CODE BY ADDING A DEFINITION FOR “OWNER OF RECORD;” AND**
- **AMENDING SECTION 7 OF CHAPTER 1 OF TITLE 12 KUNA CITY CODE BY ADDING TWO SUBSECTIONS AND MAKING TECHNICAL CORRECTIONS (MULTIPLE SUBSECTIONS) PROVIDING DEVELOPMENT IMPACT FEE REFUNDS BE PAID TO THE OWNER OF RECORD; PROVIDING THAT THE IMPACT FEE ADMINISTRATOR IS THE DECISIONMAKER ON DEVELOPMENT IMPACT FEE REFUNDS; PROVIDES A REFUND WHEN A FEE IS PAID IN ERROR; PROVIDING THAT A DEVELOPMENT IMPACT SHALL BE REFUNDED WITHIN EIGHT (8) YEARS AFTER THE DATE ON WHICH THE FEE WAS PAID; PROVIDING THAT THE CITY MAY HOLD DEVELOPMENT IMPACT FEES FOR UP TO ELEVEN (11) YEARS IN CERTAIN CIRCUMSTANCE; PROVIDING TIME FRAMES FOR WHEN A REFUND SHALL BE PAID AFTER IT IS DETERMINED TO BE DUE; PROVIDING THAT A REFUND WILL NOT BE PAID UNTIL ANY APPEAL TO THE CITY COUNCIL IS CONCLUDED OR THE TIME FOR APPEAL HAS PASSED; AND**
- **AMENDING SECTION 11 OF CHAPTER 1 OF TITLE 12 KUNA CITY CODE BY MAKING TECHNICAL CORRECTIONS AND CHANGING THE SUBSECTION LETTERING; PROVIDING THAT AN OWNER OF RECORD A REFUND DETERMINATION AND MAKING MULTIPLE LANGUAGE ADDITIONS TO SUBSECTIONS TO DEFINE HOW AN OWNER OF RECORD MAY PARTICIPATE IN THE APPEAL AND MEDIATION PROCESS; AND**
- **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 sections 2 of Chapter 1, of Title 12 Kuna City Code be and is hereby amended to include the following definition for “owner of record:”

12-1-2: - DEFINITIONS:

...

Owner of Record shall mean the person or legal entity on record with the county assessor’s office as the current property owner.

...

Section 2: That section 7 of Chapter 1, of Title 12 Kuna City Code be and is hereby amended to read as follows:

12-1-7: - REFUNDS:

A. Refund to Owner of Record: In the event it is determined a refund is due for development impact fees paid on a particular property, the refund shall be paid to the owner of record as of the date it is determined the refund is due.

B. Decision Maker: The impact fee administrator shall make the determination whether there is a duty to refund a development impact fee. Such determination shall be subject to appeal as set forth in this Chapter.

C. Duty to refund:

1. Development impact fees shall be refunded to the owner of record in the following circumstances:

a. Service is available but never provided;

b. A building permit, or permit for installation of a manufactured home, is denied or abandoned;

c. The fee payer pays a development impact fee under protest and a subsequent review of the fee paid or the completion of an individual assessment determines that the fee paid exceeded the proportionate share to which the city was entitled to receive;

d. The city has collected a development impact fee and has failed to appropriate or expend the collected fees pursuant to section below;

e. Failure of the city to commence construction or encumber the fund in the development impact fee trust fund; or

f. The impact fee administrator determines the fee was paid in error.

2. Any development impact fees paid shall be refunded if the city has failed to commence construction of system improvements in accordance with this chapter, or to appropriate funds for such construction, within eight (8) years after the date on which such fee was paid. The city may hold development impact fees for longer than eight (8) years if it identifies in writing: (a) a reasonable cause why the fees should be held longer than eight (8) years; and (b) an anticipated date by which the fees will be expended, but in no event greater than eleven (11) years from the date they were collected. If the city complies with the previous sentence, then any development impact fees identified in such writing shall be refunded to the owner of record if the city has failed to commence construction of system improvements in accordance with this chapter, or to appropriate funds for such construction on or before the date identified in such writing.

3. *No refund due for subsequent reduction in size of development or service units.* After a development impact fee has been paid pursuant to this chapter and after a certificate of occupancy has been issued, no refund of any part of such fee shall be made if the project for which the fee was paid is later demolished, destroyed, or is altered, reconstructed, or reconfigured so as to reduce the size of the project or the number of units in the project.

4. *Interest.* Each refund shall include a refund of interest at one-half the legal rate provided for in IC § 28-22-104 from the date on which the fee was originally paid.

5. *Timing.* The impact fee administrator shall make a determination of whether a refund is due within thirty (30) days after receipt of a written request for a refund from the owner of record of the property for which the fee was paid. When the right to a refund exists, the city shall send the refund to the owner of record within ninety (90) days after the impact fee administrator determines that a refund is due. In the event the impact fee administrator's determination is appealed, then the determination shall not be deemed final until the date the city council issues its decision on appeal. A refund shall not be due or paid until the determination is final.

Section 3: That section 11 of Chapter 1, of Title 12 Kuna City Code be and is hereby amended to read as follows:

12-1-11: - APPEALS, PROTEST AND MEDIATION:

A. *Appeals:* Any fee payer that is or may be obligated to pay a development impact fee, or that claims a right to receive a reimbursement, exemption or credit under this chapter, and who is dissatisfied with a decision made by development impact fee administrator in applying this chapter, may appeal such decision to the city council. Additionally, an owner of record who requests an impact fee refund, and is dissatisfied by the impact fee administrator's determination may appeal such determination.

B. The fee payer or owner of record shall have the burden of proving by clear and convincing evidence that the decision was in error.

C. In order to pursue the appeal described in this section, the fee payer or owner of record shall file a written notice of the appeal with the development impact fee administrator within thirty (30) days after the date of the impact fee administrator's decision, or the date on which the fee payer submitted a payment of development impact fees under protest, whichever is later. Such written application shall include a statement describing why the fee payer or record of owner believes that the decision was in error, together with copies of any documents that the fee payer or owner of record believes support the claim.

D. The city council shall hear the appeal within sixty (60) days after receipt of a written notice of appeal. The fee payer or owner of record shall have a right to be present and to present evidence in support of the appeal. The development impact fee administrator who made the decision under appeal or his or her representative shall likewise have the right to be present and to present evidence in support of the decision. The criteria to be used by the city council in considering the appeal shall be whether: (a) the decision or interpretation made by the development impact fee

administrator; or (b) the alternative decision or interpretation offered by the fee payer or owner of record, more accurately reflects the intent of this chapter that new development in the city pay its proportionate share of the costs of system improvements to parks and recreational facilities necessary to serve new development and whether the chapter has been correctly applied. The city council shall issue a decision upholding, reversing, or modifying the decision being appealed within thirty (30) days after hearing the appeal.

E. Payment under protest: A fee payer may pay a development impact fee under protest in order to avoid delay in the issuance of a building permit. A fee payer making a payment under protest shall not be estopped from exercising the right to appeal provided herein, nor shall such fee payer be estopped from receiving a refund of any amount deemed to have been illegally collected. Provided, in order to receive a refund, the fee payer must still be the owner of record on the date it is determined the refund is due.

F. Mediation:

1. Any fee payer that has a disagreement with the impact fee administrator regarding a development impact fee that is or may be due for a proposed development pursuant to this chapter, may enter into a voluntary agreement with the city to subject the disagreement to mediation by a qualified independent party acceptable to both the fee payer and the city.

2. Mediation may take place at any time following the filing of a timely appeal pursuant to this section, or as an alternative to such appeal, provided that the request for mediation is filed no later than the last date on which a timely appeal could be filed pursuant to this section.

3. Participation in mediation does not preclude the fee payer from pursuing other remedies provided for in this section.

4. If mediation is requested, any related mediation costs shall be shared equally by the fee payer and the city, and a written agreement regarding the payment of such costs shall be executed prior to the commencement of mediation.

5. In the event that mediation does not resolve the issues between the parties, the fee payer retains all rights to seek relief from a court of competent jurisdiction.

Section 4: 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 5: 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 7th day of March, 2023

CITY OF KUNA

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk

ORDINANCE NO. 2023-13

CITY OF KUNA

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO,

- **AMENDING SECTION 2, OF CHAPTER 1 OF TITLE 12 KUNA CITY CODE BY ADDING A DEFINITION FOR “OWNER OF RECORD;” AND**
- **AMENDING SECTION 7 OF CHAPTER 1 OF TITLE 12 KUNA CITY CODE BY ADDING TWO SUBSECTIONS AND MAKING TECHNICAL CORRECTIONS (MULTIPLE SUBSECTIONS) PROVIDING DEVELOPMENT IMPACT FEE REFUNDS BE PAID TO THE OWNER OF RECORD; PROVIDING THAT THE IMPACT FEE ADMINISTRATOR IS THE DECISIONMAKER ON DEVELOPMENT IMPACT FEE REFUNDS; PROVIDES A REFUND WHEN A FEE IS PAID IN ERROR; PROVIDING THAT A DEVELOPMENT IMPACT SHALL BE REFUNDED WITHIN EIGHT (8) YEARS AFTER THE DATE ON WHICH THE FEE WAS PAID; PROVIDING THAT THE CITY MAY HOLD DEVELOPMENT IMPACT FEES FOR UP TO ELEVEN (11) YEARS IN CERTAIN CIRCUMSTANCE; PROVIDING TIME FRAMES FOR WHEN A REFUND SHALL BE PAID AFTER IT IS DETERMINED TO BE DUE; PROVIDING THAT A REFUND WILL NOT BE PAID UNTIL ANY APPEAL TO THE CITY COUNCIL IS CONCLUDED OR THE TIME FOR APPEAL HAS PASSED; AND**
- **AMENDING SECTION 11 OF CHAPTER 1 OF TITLE 12 KUNA CITY CODE BY MAKING TECHNICAL CORRECTIONS AND CHANGING THE SUBSECTION LETTERING; PROVIDING THAT AN OWNER OF RECORD A REFUND DETERMINATION AND MAKING MULTIPLE LANGUAGE ADDITIONS TO SUBSECTIONS TO DEFINE HOW AN OWNER OF RECORD MAY PARTICIPATE IN THE APPEAL AND MEDIATION PROCESS; AND**
- **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 sections 2 of Chapter 1, of Title 12 Kuna City Code be and is hereby amended to include the following definition for “owner of record:”

12-1-2: - DEFINITIONS:

...

Owner of Record shall mean the person or legal entity on record with the county assessor’s office as the current property owner.

...

Section 2: That section 7 of Chapter 1, of Title 12 Kuna City Code be and is hereby amended to read as follows:

12-1-7: - REFUNDS:

A. Refund to Owner of Record: In the event it is determined a refund is due for development impact fees paid on a particular property, the refund shall be paid to the owner of record as of the date it is determined the refund is due.

B. Decision Maker: The impact fee administrator shall make the determination whether there is a duty to refund a development impact fee. Such determination shall be subject to appeal as set forth in this Chapter.

C. Duty to refund:

1. Development impact fees shall be refunded to the ~~fee payer, or to a successor in interest,~~ owner of record in the following circumstances:

a. Service is available but never provided;

b. A building permit, or permit for installation of a manufactured home, is denied or abandoned;

c. The fee payer pays a development impact fee under protest and a subsequent review of the fee paid or the completion of an individual assessment determines that the fee paid exceeded the proportionate share to which the city was entitled to receive;

d. The city has collected a development impact fee and has failed to appropriate or expend the collected fees pursuant to section below; ~~or~~

e. Failure of the city to commence construction or encumber the fund in the development impact fee trust funds; ~~or~~

f. The impact fee administrator determines the fee was paid in error.

2. Any development impact fees paid shall be refunded if the city has failed to commence construction of system improvements in accordance with this chapter, or to appropriate funds for such construction, within ~~eightfive (85)~~ eightyfive (85) years after the date on which such fee was paid. ~~Any refund due shall be paid to the owner of record of the parcel for which the development impact fees were paid.~~ The city may hold development impact fees for longer than ~~eightfive (85)~~ eightyfive (85) years if it identifies in writing: (a) a reasonable cause why the fees should be held longer than ~~eightfive (85)~~ eightyfive (85) years; and (b) an anticipated date by which the fees will be expended, but in no event greater than ~~eleveneight (118)~~ eleven (11) years from the date they were collected. If the city complies with the previous sentence, then any development impact fees identified in such writing shall be refunded to the ~~fee payer~~ owner of record if the city has failed to commence construction of system improvements in accordance with

this chapter, or to appropriate funds for such construction on or before the date identified in such writing.

3. *No refund due for subsequent reduction in size of development or service units.* After a development impact fee has been paid pursuant to this chapter and after a certificate of occupancy has been issued, no refund of any part of such fee shall be made if the project for which the fee was paid is later demolished, destroyed, or is altered, reconstructed, or reconfigured so as to reduce the size of the project or the number of units in the project.

4. *Interest.* Each refund shall include a refund of interest at one-half the legal rate provided for in IC § 28-22-104 from the date on which the fee was originally paid.

5. *Timing.* The ~~city~~ impact fee administrator shall make a determination of whether a refund is due within thirty (30) days after receipt of a written request for a refund from the owner of record of the property for which the fee was paid. When the right to a refund exists, the city shall send the refund to the owner of record within ninety (90) days after the ~~city~~ impact fee administrator determines that a refund is due. In the event the impact fee administrator's determination is appealed, then the determination shall not be deemed final until the date the city council issues its decision on appeal. A refund shall not be due or paid until the determination is final.

Section 3: That section 11 of Chapter 1, of Title 12 Kuna City Code be and is hereby amended to read as follows:

12-1-11: - APPEALS, PROTEST AND MEDIATION:

A. *Appeals:* Any fee payer that is or may be obligated to pay a development impact fee, or that claims a right to receive a ~~refund~~, reimbursement, exemption or credit under this chapter, and who is dissatisfied with a decision made by development impact fee administrator in applying this chapter, may appeal such decision to the city council. Additionally, an owner of record who requests an impact fee refund, and is dissatisfied by the impact fee administrator's determination may appeal such determination.

B. The fee payer or owner of record shall have the burden of proving by clear and convincing evidence that the decision was in error.

~~CB.~~ In order to pursue the appeal described in this subsection, the fee payer or owner of record shall file a written notice of the appeal with the development impact fee administrator within thirty (30) days after the date of the impact fee administrator's decision, or the date on which the fee payer submitted a payment of development impact fees under protest, whichever is later. Such written application shall include a statement describing why the fee payer or record of owner believes that the decision was in error, together with copies of any documents that the fee payer or owner of record believes support the claim.

~~DC.~~ The city council shall hear the appeal within sixty (60) days after receipt of a written notice of appeal. The fee payer or owner of record shall have a right to be present and to present evidence in support of the appeal. The development impact fee administrator who made the decision under

appeal or his or her representative shall likewise have the right to be present and to present evidence in support of the decision. The criteria to be used by the city council in considering the appeal shall be whether: (a) the decision or interpretation made by the development impact fee administrator; or (b) the alternative decision or interpretation offered by the fee payer or owner of record, more accurately reflects the intent of this chapter that new development in the city pay its proportionate share of the costs of system improvements to parks and recreational facilities necessary to serve new development and whether the chapter has been correctly applied. The city council shall issue a decision upholding, reversing, or modifying the decision being appealed within thirty (30) days after hearing the appeal.

ED. Payment under protest: A fee payer may pay a development impact fee under protest in order ~~not~~ to avoid delay in the issuance of a building permit. A fee payer making a payment under protest shall not be estopped from exercising the right to appeal provided herein, nor shall such fee payer be estopped from receiving a refund of any amount deemed to have been illegally collected. Provided, in order to receive a refund, the fee payer must still be the owner of record on the date it is determined the refund is due.

FE. Mediation:

1. Any fee payer that has a disagreement with the ~~city~~-impact fee administrator regarding a development impact fee that is or may be due for a proposed development pursuant to this chapter, may enter into a voluntary agreement with the city to subject the disagreement to mediation by a qualified independent party acceptable to both the fee payer and the city.

2. Mediation may take place at any time following the filing of a timely appeal pursuant to this section, or as an alternative to such appeal, provided that the request for mediation is filed no later than the last date on which a timely appeal could be filed pursuant to this section.

3. Participation in mediation does not preclude the fee payer from pursuing other remedies provided for in this section.

4. If mediation is requested, any related mediation costs shall be shared equally by the fee payer and the city, and a written agreement regarding the payment of such costs shall be executed prior to the commencement of mediation.

5. In the event that mediation does not resolve the issues between the parties, the fee payer retains all rights to seek relief from a court of competent jurisdiction.

Section 4: 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 5: 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 7th day of March, 2023

CITY OF KUNA

Joe L. Stear, Mayor

ATTEST:

Chris Engels, City Clerk