

**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, September 5, 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 August 15, 2023
- B.** Accounts Payable Dated August 31, 2023, in the amount of \$4,909,499.59
- C.** Findings of Fact and Conclusions of Law
  - 1.** Case Nos. 22-11-AN (Annexation) and 22-05-LS (Lot Split) Swanson/Weekes Applications.
- D.** Resolutions

**1. Resolution R61-2023**

**RESOLUTION AMENDING PORTIONS OF RESOLUTION R61-2022 THAT: SETS FORTH THE AUTHORITY FOR ADOPTING WATER CONNECTION FEES AND MONTHLY WATER SERVICE RATES; ESTABLISHES FEES FOR CONNECTING TO THE WATER SYSTEM; ESTABLISHES WATER USE FEES THAT ARE NOW AMENDED WITH WATER RATE CHANGES FOR ALL CUSTOMERS; PROVIDES FOR MISCELLANEOUS WATER CUSTOMER SERVICE POLICIES; SETS FORTH MINIMUM LINE SIZES; REPEALS FEES ESTABLISHED BY EARLIER RESOLUTIONS; AND SETS AN EFFECTIVE DATE.**

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.

**2. Resolution R62-2023**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO SETTING FORTH FINDINGS; AND SUPERSEEDING, AMENDING, AND REFORMING CITY COUNCIL RESOLUTION R60-2022; AND ESTABLISHING FEES FOR CONNECTING TO SANITARY SEWER SYSTEM; AND ESTABLISHING MONTHLY SEWER USE FEES; AND ESTABLISHING MINIMUM SEWER LINE SIZES; AND ESTABLISHING OTHER CHARGES; AND ESTABLISHING AN EFFECTIVE DATE.

**3. Resolution R63-2023**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO CORRECTING RESOLUTION NUMBER R60-2023 TO THE CORRECT RESOLUTION NUMBER R63-2023 SETTING FORTH CERTAIN PURPOSES, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ON BEHALF OF THE CITY COUNCIL THAT CERTAIN AGREEMENT TITLED THE "*FIRST AMENDED AND REFORMED AGREEMENT FOR CITY ATTORNEY CIVIL LEGAL SERVICES*", DIRECTING THE CITY CLERK, AND SETTING AN EFFECTIVE DATE.

**4. Resolution R65-2023**

RESOLUTION AWARDING THE CONTRACT FOR THE KUNA WELL 12 PUMP HOUSE PROJECT TO IRMINGER CONSTRUCTION INC. IN THE AMOUNT OF \$1,345,598.00 FOR THE CONSTRUCTION OF THE KUNA WELL 12 PUMP HOUSE; DIRECTING EXPENDITURE OF FUNDS FROM THE WATER FUND FOR SAID PROJECT; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID CONTRACTOR.

**5. Resolution R66-2023**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE ADA COUNTY PROSECUTING ATTORNEY TO PROVIDE PROSECUTORIAL SERVICES FOR CITY MISDEMEANORS FOR THE FISCAL YEAR 2023-2024.

**6. Resolution R67-2023**

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

**7. Resolution R68-2023**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO SIGN; AND AUTHORIZING THE MAYOR TO EXECUTE THE JOINT POWERS AGREEMENT BETWEEN THE ADA COUNTY SHERIFF'S OFFICE AND THE CITY OF KUNA RELATING TO LAW ENFORCEMENT SERVICES FOR FISCAL YEAR 2024 AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

## 8. Resolution R69-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE VACATION OF A PORTION OF AN EXSTING UTILITY EASMENT IN LOT 45, BLOCK 1 OF FALCON CREST SUBDIVISION NO. 1; BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” AND EXHIBIT “B”.

## 5. 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.1.** Consideration to approve Resolution R60-2023 Adopting new J&M Sanitation Fee Schedule. **ACTION ITEM** -Staff requests item be tabled to September 19, 2023

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A NEW FEE SCHEDULE FOR TRASH COLLECTION SERVICES THAT REFLECTS UPDATED RATES INCLUDING NEW FEES FOR COLLECTION SERVICES RELATED TO THE CITY’S COLLECTION, HAULING AND REMOVAL OF SOLID WASTE WITH ITS CONTRACTOR J&M SANITATION, WITH AN EFFECTIVE DATE OF AUGUST 1, 2023.

- A.2.** Consideration to approve Ordinance 2023-21 Repealing and replacing KCC Title 8 Chapter 4. **ACTION ITEM** -Staff requests item be tabled to September 19, 2023

AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO:

- REPEALING ORDINANCE NO. 2020-30; AND
- REPEALING CHAPTER 4 OF TITLE 8 KUNA CITY CODE; AND
- AMENDING TITLE 8 KUNA CITY CODE BY THE ADDITION THERETO OF A NEW CHAPTER 4 PROVIDING A SHORT TITLE, STATING AUTHORITY, PROVIDING DEFINITIONS, STATING FINDINGS OF PURPOSE AND INTENT, ESTABLISHING A SOLID WASTE COLLECTION SYSTEM AND SERVICE, PROVIDING FOR CONTRACTOR FRANCHISE AGREEMENT AND CONDITIONS FOR SOLID WASTE COLLECTION SYSTEM AND SERVICES, PROVIDING FOR CONTRACTOR SERVICES SCHEDULE AND FEES, ESTABLISHING COMPULSORY SOLID WASTE COLLECTION SYSTEM AND SERVICE USE BY PREMISES OWNERS AND OCCUPIERS, ALLOWANCE OF PERSONAL HAULING OF SOLID RECYCLABLE WASTE, PROVIDING FOR SOLID WASTE SANITARY CONTAINER REGULATIONS, PROVIDING FOR VOLUNTARY SUBSCRIPTION FOR COLLECTION OF RECYCLABLE WASTE, PROHIBITING AND DECLARING UNLAWFUL IDENTIFIED TYPES OF SOLID WASTE FROM COLLECTION, DEFINING AND DECLARING THEFT OF COLLECTION SERVICES AS UNLAWFUL, PROVIDING THAT THIS ORDINANCE APPLIES TO ALL CITY

ANNEXATIONS, DECLARING DESCRIBING CIRCUMSTANCES WHERE THE PLACEMENT OF SOLID WASTE AND RECYCLABLE WASTE IS PUBLIC NUISANCE, PROVIDING FOR NOTICE TO VIOLATORS AND DECLARING A CONTINUED VIOLATION AS A MISDEMEANOR, PROVIDING FOR A PENALTY FOR VIOLATIONS OF CHAPTER 4 OF TITLE 8; AND

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

**A.3.** *Consideration to approve Ordinance 2023-22 Granting Solid Waste Franchise Agreement with J&M Sanitation Inc ACTION ITEM -Staff requests item be tabled to September 19, 2023*

- AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO:
- FINDINGS OF HISTORY, AUTHORITY, PURPOSE AND INTENT; AND GRANTING TO J & M SANITATION, INC. A FRANCHISE FOR SOLID WASTE AND RECYCLEABLE WASTE COLLECTION SERVICE AND AUTHORIZING THE *FOURTH AMENDED AND REFORMED FRANCHISE AGREEMENT*; AND
- DIRECTING THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

**B.** Consideration to approve Case No. 22-15-AN (Annexation) Rising Sun West Annex – Applicant, requests Annexation approval for Rising Sun West, on the East and West side of the Meridian Road Alignment directly south of Kuna Road in Section 30, Township 2 North, Range 1 East, also in Section 25, Township 2 North, Range 1 West – Troy Behunin, Senior Planner ACTION ITEM

*Open Public Hearing*

*Receive evidence*

*Consideration to close evidence presentation and proceed to deliberation*

**C.** Consideration to approve Case No. 23-01-OA (Ordinance Amendment): The City of Kuna requests consideration from the City Council for an Ordinance Amendment to combine Title 5, Zoning Regulations and Title 6, Subdivision Regulations into one Development Regulation Title. Doug Hanson, Planning & Zoning Director ACTION ITEM

*Open Public Hearing*

*Receive evidence*

*Consideration to close evidence presentation and proceed to deliberation*

**6. Business Items:**

**A.** Constitution Week Proclamation.

**B.** Consideration to approve Resolution R47-2023 ACTION ITEM

NOW, THEREFORE, BE IT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA, ADA COUNTY, STATE OF IDAHO; MAKING CERTAIN FINDINGS AND PURPOSES; AUTHORIZING THE STAFF AND AGENTS OF THIS CITY TO EXERCISE THE CITY’S RIGHT OF EMINENT DOMAIN TO OBTAIN EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF A SEWER TRUNK LINE; AND AUTHORIZING ANY AND ALL NECESSARY ACTIONS RELATED THERETO AND PROVIDING AN EFFECTIVE DATE. – Tabled from 08.15.2023 meeting

- C.1.** Consideration to approve Case No. 23-03-LLA (Lot Line Adjustment): The City requests Lot line Adjustment (LLA) approval to remove the lot lines that bisect City Hall, reducing the number of Parcels from four (4) to one (1). The subject site is located at 751 W 4<sup>th</sup> Street, Kuna, ID 83634 (APNs: R5070001627, R5070001623, R5070001615, R5070001610) – Doug Hanson, P&Z Director **ACTION ITEM**
- C.2.** Consideration to approve Resolution R70-2023. Doug Hanson, P&Z Director **ACTION ITEM**

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE “PROFESSIONAL SERVICES AGREEMENT” WITH KELLER ASSOCIATES, INC. FOR THE CITY HALL RECORD OF SURVEY FOR THE CITY OF KUNA; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

## **7. Ordinances:**

- A.** Consideration to approve Ordinance 2023-16A **ACTION ITEM**

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

- MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND
- ANNEXING CERTAIN REAL PROPERTIES, TO WIT: ADA COUNTY ASSESSOR’S PARCEL NOS. R0615250410 AND R0615250402 OWNED BY ARTHUR SIDNEY & LAURA ANDERSON WITHIN 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*

## **8. 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, August 15, 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 00:00:29)*

**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  
 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  
 Paul Stevens, City Engineer  
 Jessica Reid, Associate Planner

**2. Invocation**

**3. Pledge of Allegiance: Mayor Stear**

*(Timestamp 00:00:45)*

**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 00:01:06)*

- A. Regular City Council Meeting Minutes Dated August 1, 2023
- B. Accounts Payable Dated August 10, 2023, in the amount of \$ 2,521,647.48
- C. Resolutions

1. Resolution R58-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE DANSKIN FORCE MAIN IN TEN MILE RD REIMBURSEMENT AGREEMENT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE; AND AUTHORIZING THE CITY TREASURER TO PAY THE WESTPARK COMPANY, INC. THE AMOUNT OF FOUR MILLION NINE HUNDRED EIGHTY-FIVE THOUSAND, TWO HUNDRED NINETY DOLLARS AND SIXTY-SIX CENTS (\$4,985,290.66) PURSUANT TO THE TERMS OF SAID AGREEMENT.

2. Resolution R59-2023

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO ACCEPTING THE AGREEMENT FOR TEMPORARY EASEMENT FROM ARROYO CAP-II, LLC.

3. Resolution R60-2023

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO SETTING FORTH CERTAIN PURPOSES, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ON BEHALF OF THE CITY COUNCIL THAT CERTAIN AGREEMENT TITLED THE “FIRST AMENDED AND REFORMED AGREEMENT FOR CITY ATTORNEY CIVIL LEGAL SERVICES”, DIRECTING THE CITY CLERK, AND SETTING AN EFFECTIVE DATE.

**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, Bruce

**Voting No:** None

**Absent:** None

**Motion Passed:** 4-0-0

## 5. Public Hearings:

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

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

*Once the public hearing is closed, no further testimony or comments are heard.  
City Council may move to continue the application to a future meeting or approve or deny the application.  
(Timestamp 00:01:46)*

- A.** Consideration to approve Case Nos. 22-11-AN (Annexation) and 22-05-LS (Lot Split) – Applicant requests Annexation approval with the R-2 zone near the SWC of Ten Mile Road and King Road in Section 27, Township 2 North, Range 1 West; 1597 S Forrey Road and 1920 W King Road (APN’s: R7321000501 and R8372000050). Applicant also requests Lot Split approval for parcel R8372000050. – Troy Behunin, Senior Planner **ACTION ITEM**

Troy Behunin, Senior Planner, Planning and Zoning, reviewed the application and stood for questions.

*Open Public Hearing*

*Receive evidence*

*Consideration to close evidence presentation and proceed to deliberation*

Council President McPherson recused himself from deliberations.

**Motion To:** Close Evidence presentation and proceed to deliberation

**Motion By:** Council Member Biggs

**Motion Seconded:** Council Member Bruce

**Voting Aye:** Biggs, Bruce, Laraway

**Voting No:** None

**Absent:** None

**Abstained:** McPherson

**Motion Passed:** 3-0-0-1

**Motion To:** **Approve** Case No. 22-11-AN (Annexation) and 22-05-LS (Lot Split) with staff recommendations.

**Motion By:** Council Member Biggs

**Motion Seconded:** Council Member Laraway

**Voting Aye:** Biggs, Bruce, Laraway

**Voting No:** None

**Absent:** None

**Abstained:** McPherson

**Motion Passed:** 3-0-0-1

- B.** F.Y. 2024 Budget Hearing – Ordinance 2023-19, Jared Empey, City Treasurer **ACTION ITEM**  
(Timestamp 00:06:50)

AN ORDINANCE ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING SEPTEMBER 30, 2024, PROVIDING FOR FINDINGS, PROVIDING FOR THE ADOPTION OF A BUDGET AND THE APPROPRIATION OF EXPENDITURE OF

SUMS OF MONEY TO DEFRAY THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF KUNA, IN ACCORDANCE WITH OBJECT AND PURPOSES AND IN THE CERTAIN AMOUNTS HEREIN SPECIFIED FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2023 AND ENDING ON SEPTEMBER 30, 2024; AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY OF THE CITY OF KUNA AND PROVIDING FOR AN EFFECTIVE DATE AND THE FILING OF A CERTIFIED COPY OF THIS ORDINANCE WITH THE IDAHO SECRETARY OF STATE, THE ADA COUNTY CLERK, AND THE IDAHO STATE TAX COMMISSION.

Jared Empey, City Treasurer, reviewed the budget for fiscal year 2024 and stood for questions.

*Open Public Hearing*

*Receive evidence*

*Consideration to close evidence presentation and proceed to deliberation*

**Motion To:** Close Evidence presentation and proceed to deliberation

**Motion By:** Council Member McPherson

**Motion Seconded:** Council Member Biggs

**Voting Aye:** Biggs, Bruce, Laraway, McPherson

**Voting No:** None

**Absent:** None

**Motion Passed:** 4-0-0

**Motion To:** Approve Ordinance 2023-19 FY2024 Budget

**Motion By:** Council Member McPherson

**Motion Seconded:** Council Member Bruce

**Voting Aye:** Biggs, Bruce, Laraway, McPherson

**Voting No:** None

**Absent:** None

**Motion Passed:** 4-0-0

**Motion To:** Waive 3 readings of Ordinance 2023-19 FY2024 Budget

**Motion By:** Council Member McPherson

**Motion Seconded:** Council Member Bruce

**Voting Aye:** Biggs, Bruce, Laraway, McPherson

**Voting No:** None

**Absent:** None

**Motion Passed:** 4-0-0

## **6. Business Items:**

*(Timestamp 00:12:45)*

- A. Consideration to approve Ordinance 2023-20, Doug Hanson, Planning and Zoning Director **ACTION ITEM**

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

- AMENDING SECTION 8, CHAPTER 6, TITLE 7 OF KUNA CITY CODE MAKING CHANGES TO SUBSECTION H; AND
- PROVIDING A SEVERABILITY CLAUSE; AND
- DIRECTING THE CITY CLERK; AND PROVIDING AN EFFECTIVE DATE.

Doug Hanson, P&Z Director, reviewed the Ordinance Amendment and stood for questions.

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

**Motion To:** Waive three readings of Ordinance 2023-20

**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 2023-20

**Motion By:** Council President McPherson

**Motion Seconded:** Council Member Bruce

**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 Resolution R34A-2023 **ACTION ITEM**  
*(Timestamp 00:15:17)*

A RESOLUTION OF THE CITY COUNCIL FOR THE CITY OF KUNA, IDAHO, REPEALING ALL PREVIOUS PERSONNEL MANUALS AND/OR RELATED PERSONNEL POLICIES AND PROCEDURES, APPROVING AND ADOPTING THE CITY OF KUNA, IDAHO PERSONNEL POLICY (VERSION AUGUST 2023); AUTHORIZING THE MAYOR TO EXECUTE THE MANUAL, AND THE CITY CLERK TO ATTEST TO THE SAME; DIRECTING THE HUMAN RESOURCES DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.

<http://kunacity.id.gov/DocumentCenter/View/8717/R34A-2023-Approving-and-Adopting-City-of-Kuna-Idaho-Personnel-Policy-Version-January-2023-PDF>

**Motion To:** Approve Resolution R34A-2023

**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 R47-2023 ACTION ITEM  
(Timestamp 00:16:47)

- Staff will recommend to table to a date certain.

NOW, THEREFORE, BE IT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA, ADA COUNTY, STATE OF IDAHO; MAKING CERTAIN FINDINGS AND PURPOSES; AUTHORIZING THE STAFF AND AGENTS OF THIS CITY TO EXERCISE THE CITY’S RIGHT OF EMINENT DOMAIN TO OBTAIN EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF A SEWER TRUNK LINE; AND AUTHORIZING ANY AND ALL NECESSARY ACTIONS RELATED THERETO AND PROVIDING AN EFFECTIVE DATE. – *Tabled from 07.18.2023 meeting*

Marc Bybee, City Attorney, discussed next steps.

**Motion To:** Table to the September 5, 2023 City Council meeting  
**Motion By:** Council Member Bruce  
**Motion Seconded:** Council Member Biggs  
**Voting Aye:** Bruce, Biggs, Laraway, McPherson  
**Voting No:** None  
**Absent:** None  
**Motion Passed:** 4-0-0

**7. Ordinances:**

**8. Executive Session:**

**9. Mayor/Council Announcements:**

**10. Adjournment:** **6:20**

\_\_\_\_\_  
Joe L. Stear, Mayor

ATTEST:

\_\_\_\_\_  
Chris Engels, City Clerk

*Minutes prepared by Nathan Stanley, Deputy City Clerk  
Date Approved: CCM 09.05.2023*

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
<b>2M COMPANY, INC.</b>												
1461	2M COMPANY, INC.	204026046-00	16269	<u>POLY FOR ZAMZOW PARK, M.WEBB, AUG.'23</u>	08/10/2023	462.18	.00	50-6045 <u>CONTINGENCY</u>	1335	8/23		
Total 204026046-00:						462.18	.00					
1461	2M COMPANY, INC.	204026280-01	16352	<u>SPRINKLER PARTS FOR ZAMZOW PARK, M. WEBB, AUG.'23</u>	08/23/2023	771.38	.00	50-6045 <u>CONTINGENCY</u>	1335	8/23		
Total 204026280-01:						771.38	.00					
1461	2M COMPANY, INC.	204026280-02	16352	<u>SPRINKLER PARTS FOR ZAMZOW PARK, M. WEBB, AUG.'23</u>	08/23/2023	392.72	.00	50-6045 <u>CONTINGENCY</u>	1335	8/23		
Total 204026280-02:						392.72	.00					
1461	2M COMPANY, INC.	204026280-03	16352	<u>SPRINKLER PARTS FOR ZAMZOW PARK, M. WEBB, AUG.'23</u>	08/23/2023	552.76	.00	50-6045 <u>CONTINGENCY</u>	1335	8/23		
Total 204026280-03:						552.76	.00					
1461	2M COMPANY, INC.	204026337-00	16368	<u>HOSE CLAMPS FOR ZAMZOWS PARKS, M WEBB, AUG. '23</u>	08/23/2023	229.50	.00	50-6045 <u>CONTINGENCY</u>	1335	8/23		
Total 204026337-00:						229.50	.00					
1461	2M COMPANY, INC.	204026349-00	16352	<u>SPRINKLER PARTS FOR ZAMZOW PARK, M. WEBB, AUG.'23</u>	08/23/2023	824.58	.00	50-6045 <u>CONTINGENCY</u>	1335	8/23		

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 204026349-00:						824.58	.00					
1461	2M COMPANY, INC.	204026349-01	16352	<u>SPRINKLER PARTS FOR ZAMZOW PARK. M. WEBB, AUG.'23</u>	08/23/2023	6.79	.00	50-6045 CONTINGENCY	1335	8/23		
Total 204026349-01:						6.79	.00					
Total 2M COMPANY, INC.:						3,239.91	.00					
<b>ALLIANCE MEDICAL GROUP LLC</b>												
2072	ALLIANCE MEDICAL GROUP LLC	8773-081123		<u>NEW EMPLOYEE DRUG SCREEN, M. ALFORD, JULY '23</u>	08/21/2023	25.00	25.00	21-5950 TEAM BUILDING, ONBOARDING	0	8/23	08/25/2023	
2072	ALLIANCE MEDICAL GROUP LLC	8773-081123		<u>NEW EMPLOYEE DRUG SCREEN D. WESTERMAN, JULY '23- WATER</u>	08/21/2023	10.50	10.50	20-5950 TEAM BUILDING, ONBOARDING	0	8/23	08/25/2023	
2072	ALLIANCE MEDICAL GROUP LLC	8773-081123		<u>NEW EMPLOYEE DRUG SCREEN D. WESTERMAN, JULY '23- SEWER</u>	08/21/2023	10.50	10.50	21-5950 TEAM BUILDING, ONBOARDING	0	8/23	08/25/2023	
2072	ALLIANCE MEDICAL GROUP LLC	8773-081123		<u>NEW EMPLOYEE DRUG SCREEN D. WESTERMAN, JULY '23- P.I</u>	08/21/2023	4.00	4.00	25-5950 TEAM BUILDING, ONBOARDING	0	8/23	08/25/2023	
Total 8773-081123:						50.00	50.00					
Total ALLIANCE MEDICAL GROUP LLC:						50.00	50.00					
<b>ALPHA HOME PEST CONTROL, LLC</b>												
1804	ALPHA HOME PEST CONTROL, LLC	90114		<u>QUARTERLY PEST CONTROL FOR FLEET, 475 SHORTLINE, AUG. '23-ADMIN</u>	07/23/2023	47.50	47.50	01-6140 MAINT. & REPAIR BUILDING	0	8/23	08/11/2023	
1804	ALPHA HOME PEST CONTROL, LLC	90114		<u>QUARTERLY PEST CONTROL FOR FLEET, 475 SHORTLINE, AUG. '23-WATER</u>	07/23/2023	19.00	19.00	20-6140 MAINT. & REPAIR BUILDING	0	8/23	08/11/2023	
1804	ALPHA HOME PEST CONTROL, LLC	90114		<u>QUARTERLY PEST CONTROL FOR FLEET, 475 SHORTLINE, AUG. '23-SEWER</u>	07/23/2023	19.00	19.00	21-6140 MAINT. & REPAIR BUILDING	0	8/23	08/11/2023	



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				<u>AUG. '23-PI</u>	08/14/2023	5.40	.00	<u>25-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	8/23		
Total 200010628:						450.00	.00					
Total ASSOCIATION OF IDAHO CITIES:						450.00	.00					
<b>AUMA ACTUATORS INC</b>												
2021	AUMA ACTUATORS INC	6307410	16174	<u>REWIRING A NEW ACUATOR, M.NADEAU, AUG. '23</u>	08/07/2023	658.75	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	8/23		
Total 6307410:						658.75	.00					
Total AUMA ACTUATORS INC:						658.75	.00					
<b>AWP INC</b>												
2184	AWP INC	00004381		<u>TRAFFIC CONTROL FOR THE 4TH OF JULY 2023, B. WITHROW</u>	07/31/2023	510.86	510.86	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	8/23	08/25/2023	
Total 00004381:						510.86	510.86					
Total AWP INC:						510.86	510.86					
<b>BIG SKY RENTALS LLC</b>												
1846	BIG SKY RENTALS LLC	12248		<u>COMPACTOR FOR COMPACTING ROCK FOR ZAMZOW PARK, B. WITHROW, JULY. '23</u>	06/12/2023	3,250.00	3,250.00	<u>50-6045 CONTINGENCY</u>	1335	8/23	08/25/2023	
Total 12248:						3,250.00	3,250.00					
1846	BIG SKY RENTALS LLC	12362		<u>LIGHT TOWER &amp; GENERATOR FOR FREEDOM FIESTA, B. WITHROW, JULY. '23</u>	07/24/2023	784.00	784.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	8/23	08/25/2023	
Total 12362:						784.00	784.00					

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 BIG SKY RENTALS LLC:						4,034.00	4,034.00					
<b>BOISE RIVER FENCE</b>												
2105	BOISE RIVER FENCE	23509		<u>INSTALL COATED CHAIN LINK FENCE, WELL #10, D. CROSSLEY, AUG. '23</u>	08/21/2023	3,190.00	.00	20-6150 M & R - SYSTEM	0	8/23		
Total 23509:						3,190.00	.00					
Total BOISE RIVER FENCE:						3,190.00	.00					
<b>BONNEVILLE BLUEPRINT SUPPLY, INC.</b>												
1378	BONNEVILLE BLUEPRINT SUPPLY, INC.	135859/2	16347	<u>BLUE PRINTS FOR KUNA WELL 12 PUMP HOUSE PROJECT, C. FEISTNER, AUG. '23-WATER</u>	08/18/2023	183.12	.00	20-6165 OFFICE SUPPLIES	0	8/23		
Total 135859/2:						183.12	.00					
Total BONNEVILLE BLUEPRINT SUPPLY, INC.:						183.12	.00					
<b>BRYAN D BELL</b>												
2242	BRYAN D BELL	05162023BB		<u>ADJUSTED CLUTCH ON BIG RED DUMP TRUCK, J. DURHAM, MAY. '23</u>	05/16/2023	129.50	129.50	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	8/23	08/11/2023	
Total 05162023BB:						129.50	129.50					
2242	BRYAN D BELL	07062023BB		<u>PULLED TRANSMISSION AND INSTALLED NEW CLUTCH IN BIG RED DUMP TRUCK, J. DURHAM, JULY. '23</u>	07/06/2023	2,346.08	2,346.08	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	8/23	08/11/2023	
Total 07062023BB:						2,346.08	2,346.08					
Total BRYAN D BELL:						2,475.58	2,475.58					
<b>CAPITAL PAVING CO</b>												
20	CAPITAL PAVING CO	13960		<u>3/4 ROAD MIX, PATCH &amp; PREP- 1244 W WHEAT ST, D. CROSSLEY, AUG. '23</u>	08/04/2023	569.14	.00	20-6150 M & R - SYSTEM	0	8/23		

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Total 13960:						569.14	.00					
Total CAPITAL PAVING CO:						569.14	.00					
<b>CATE EQUIPMENT SOLUTIONS LLC</b>												
558	CATE EQUIPMENT SOLUTIONS LLC	914856		<u>IDENTIFY ISSUES ON CHEMICAL SKID, M. NADEAU</u>	09/29/2022	907.36	907.36	<u>21-6150 M &amp; R - SYSTEM</u>	0	8/23	08/25/2023	
Total 914856:						907.36	907.36					
Total CATE EQUIPMENT SOLUTIONS LLC:						907.36	907.36					
<b>CENTURYLINK</b>												
62	CENTURYLINK	208922113658		<u>DEDICATED LANDLINE TO SCADA, 06/25-08/24/2023-WATER</u>	07/25/2023	27.33	27.33	<u>20-6255 TELEPHONE EXPENSE</u>	0	8/23	08/11/2023	
62	CENTURYLINK	208922113658		<u>DEDICATED LANDLINE TO SCADA, 06/25-08/24/2023-SEWER</u>	07/25/2023	27.33	27.33	<u>21-6255 TELEPHONE EXPENSE</u>	0	8/23	08/11/2023	
62	CENTURYLINK	208922113658		<u>DEDICATED LANDLINE TO SCADA, 06/25-08/24/2023-PI</u>	07/25/2023	10.41	10.41	<u>25-6255 TELEPHONE EXPENSE</u>	0	8/23	08/11/2023	
Total 2089221136586B07252023:						65.07	65.07					
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO SCADA, 08/07-09/06/2023-WATER</u>	08/07/2023	27.12	27.12	<u>20-6255 TELEPHONE EXPENSE</u>	0	8/23	08/18/2023	
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO SCADA, 08/07-09/06/2023-SEWER</u>	08/07/2023	27.12	27.12	<u>21-6255 TELEPHONE EXPENSE</u>	0	8/23	08/18/2023	
62	CENTURYLINK	208922917954		<u>DEDICATED LANDLINE TO SCADA, 08/07-09/06/2023-PI</u>	08/07/2023	10.33	10.33	<u>25-6255 TELEPHONE EXPENSE</u>	0	8/23	08/18/2023	
Total 2089229179548B08072023:						64.57	64.57					

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62	CENTURYLINK	208922932280		<u>INTERNET SERVICES @ THE PARKS, 07/25-08/24/2023</u>	07/25/2023	100.58	100.58	01-6255 TELEPHONE	1004	8/23	08/11/2023	
Total 2089229322801B07252023:						100.58	100.58					
Total CENTURYLINK:						230.22	230.22					
<b>COASTLINE EQUIPMENT COMPANY</b>												
1788	COASTLINE EQUIPMENT COMPANY	1048598		<u>4WD LOADER FOR ZAMZOW PARK, B. WITHROW, AUG. '23</u>	08/23/2023	5,191.73	.00	50-6045 CONTINGENCY	1335	8/23		
Total 1048598:						5,191.73	.00					
1788	COASTLINE EQUIPMENT COMPANY	1048612		<u>CRAWLER DOZER FOR ZAMZOW PARK, B. WITHROW, AUG. '23</u>	08/23/2023	6,896.93	.00	50-6045 CONTINGENCY	1335	8/23		
Total 1048612:						6,896.93	.00					
1788	COASTLINE EQUIPMENT COMPANY	1050346		<u>WATER TRUCK FOR ZAMZOW PARK, B. WITHROW, AUG. '23</u>	08/29/2023	3,146.50	.00	50-6045 CONTINGENCY	1335	8/23		
Total 1050346:						3,146.50	.00					
Total COASTLINE EQUIPMENT COMPANY:						15,235.16	.00					
<b>COMMERCIAL TIRE INC</b>												
2204	COMMERCIAL TIRE INC	45-15099	16324	<u>ALIGNMENT ON SEWER TRUCK #44, J. DURHAM, AUG. '23</u>	08/16/2023	185.95	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	8/23		
Total 45-15099:						185.95	.00					
Total COMMERCIAL TIRE INC:						185.95	.00					
<b>CONRAD &amp; BISCHOFF INC</b>												
2020	CONRAD & BISCHOFF INC	IN-627214-23	16260	<u>1501 GALLONS DIESEL, M. NADEAU, AUG. 23</u>	08/10/2023	5,489.23	.00	21-6300 FUEL	0	8/23		

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Total IN-627214-23:						5,489.23	.00					
Total CONRAD & BISCHOFF INC:						5,489.23	.00					
<b>CORE &amp; MAIN LP</b>												
63	CORE & MAIN LP	T311684	16193	<u>20 REGISTER AND 20 ANTENNAS, J. LISH, AUG. '23</u>	08/02/2023	6,359.60	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1089	8/23		
Total T311684:						6,359.60	.00					
Total CORE & MAIN LP:						6,359.60	.00					
<b>CUSTOM ELECTRIC, INC.</b>												
147	CUSTOM ELECTRIC, INC.	9166	16278	<u>TROUBLESHOOT CHAPAROSSA PI LIFT STATION, D. CROSSLEY, AUG.'23</u>	08/04/2023	210.00	.00	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	8/23		
Total 9166:						210.00	.00					
147	CUSTOM ELECTRIC, INC.	9167	16278	<u>TROUBLESHOOT PATAGONIA PI STATION, D.CROSSLEY, AUG.'23</u>	08/10/2023	210.00	.00	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	8/23		
Total 9167:						210.00	.00					
147	CUSTOM ELECTRIC, INC.	9170	16353	<u>INSTALLING CONDUIT &amp; REMOVING BLOCK AT WELL #10, D. CROSSLEY, AUG. '23</u>	08/18/2023	6,601.52	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	8/23		
Total 9170:						6,601.52	.00					
147	CUSTOM ELECTRIC, INC.	9179	16398	<u>INSTALL OF CONDUIT AND EXPLOSION PROOF REDUCING BUSHING AT WWTP . I. FLEMING, UGH. '23</u>	08/24/2023	521.94	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	8/23		
Total 9179:						521.94	.00					

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147	CUSTOM ELECTRIC, INC.	9180	16402	<u>REPLACED OVERLOAD RELAY AT CHAPAROSSA PI STATION, D. CROSSLEY, AUG. '23</u>	08/24/2023	980.50	.00	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	8/23		
Total 9180:						980.50	.00					
147	CUSTOM ELECTRIC, INC.	9181	16403	<u>WORK DONE AT WELL #10 GENERATOR AND RELOCATED RAIN GUTTER, D. CROSSLEY, AUG. '23</u>	08/25/2023	2,786.60	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	8/23		
Total 9181:						2,786.60	.00					
Total CUSTOM ELECTRIC, INC.:						11,310.56	.00					
<b>D &amp; B SUPPLY</b>												
75	D & B SUPPLY	12240	16259	<u>GREASE GUN AND QUICK RELEASE COUPLER FOR PARKS, J. DURHAM, AUG. '23</u>	08/09/2023	323.78	.00	<u>01-6175 SMALL TOOLS</u>	1004	8/23		
75	D & B SUPPLY	12240	16259	<u>TANK FOR FUELING EQUIPMENT FOR ZAMZOWS PARK, B. WITHROW, AUG. '23</u>	08/09/2023	1,233.95	.00	<u>01-6175 SMALL TOOLS</u>	1004	8/23		
Total 12240:						1,557.73	.00					
75	D & B SUPPLY	13040	16299	<u>REPLACEMENT SIDE RAMP TRASH TRAILER, AUG. '23</u>	08/14/2023	2,299.99	.00	<u>01-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	1004	8/23		
Total 13040:						2,299.99	.00					
75	D & B SUPPLY	14537	16399	<u>REPAIR ITEMS FOR SPRAYER AT FARM, R. HENZE, AUG. '23</u>	08/25/2023	9.38	.00	<u>21-6090 FARM EXPENDITURES</u>	0	8/23		
Total 14537:						9.38	.00					
75	D & B SUPPLY	15110	16421	<u>PIPE CUTTERS FOR SEWER DEPARTMENT, U. RAMIREZ, AUG. '23</u>	08/28/2023	10.99	.00	<u>21-6175 SMALL TOOLS</u>	0	8/23		

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Total 15110:						10.99	.00					
75	D & B SUPPLY	3833	16263	<u>2 CYCLE OIL MIX, D.ABBOTT, AUG.'23</u>	08/09/2023	47.88	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	8/23		
Total 3833:						47.88	.00					
75	D & B SUPPLY	44775	16083	<u>WORK GLOVES FOR SERVICE TRUCK, B. VILLANUEVA, JULY '23</u>	07/14/2023	19.98	19.98	<u>01-6230 SAFETY TRAINING &amp; EQUIPMENT</u>	1004	8/23	08/11/2023	
Total 44775:						19.98	19.98					
75	D & B SUPPLY	81167	16415	<u>1 PAIR OF BOOTS, B. REED, AUG.'23</u>	08/25/2023	224.99	.00	<u>01-6230 SAFETY TRAINING &amp; EQUIPMENT</u>	1004	8/23		
Total 81167:						224.99	.00					
75	D & B SUPPLY	81690	16427	<u>WELD ON UNION FOR SPRINKLERS, R. WARWICK, AUG. '23</u>	08/29/2023	8.99	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	8/23		
Total 81690:						8.99	.00					
75	D & B SUPPLY	81718		<u>KNIVES, PITCHFORKS AND RAKES, M. WEBB, AUG. '23</u>	08/29/2023	160.57	.00	<u>01-6175 SMALL TOOLS</u>	1004	8/23		
Total 81718:						160.57	.00					
Total D & B SUPPLY:						4,340.50	19.98					
<b>DUBOIS CHEMICALS INC</b>												
512	DUBOIS CHEMICALS INC	IN-30170728		<u>1 TOTE OF CHLORINE, D. CROSSLEY, AUG. '23</u>	08/17/2023	863.38	.00	<u>20-6151 M &amp; R - PROCESS CHEMICALS</u>	0	8/23		

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Total IN-30170728:						863.38	.00					
Total DUBOIS CHEMICALS INC:						863.38	.00					
<b>DYNA PARTS LLC</b>												
2115	DYNA PARTS LLC	282920	16255	AIR FILTER AND DEF FOR PARKS EQUIPMENT, J.DURHAM, AUG.'23	08/09/2023	91.42	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	8/23		
Total 282920:						91.42	.00					
2115	DYNA PARTS LLC	282970	16267	FILTERS FOR PARKS TOOLCAT, J.DURHAM, AUG.'23	08/10/2023	83.48	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	8/23		
Total 282970:						83.48	.00					
2115	DYNA PARTS LLC	282998	16271	WIPER BLADES FOR WATER TRUCK RENTAL, S.HOWELL, AUG.'23	08/10/2023	24.98	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	8/23		
Total 282998:						24.98	.00					
2115	DYNA PARTS LLC	283005	16273	COTTER PINS, CAP SCREW, AND LOCKNUT FOR BACKHOE, J.MORFIN, AUG.'23	08/10/2023	1.46	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	8/23		
Total 283005:						1.46	.00					
2115	DYNA PARTS LLC	283282	16316	PLUG FOR BIG RED DUMP TRUCK, J. DURHAM, AUG.'23	08/16/2023	7.23	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	8/23		
Total 283282:						7.23	.00					
2115	DYNA PARTS LLC	283290	16320	LIGHT BULBS FOR FLEET SHOP SUPPLIES, J. DURHAM, AUG.'23- ADMIN	08/16/2023	3.50	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	8/23		

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2115	DYNA PARTS LLC	283290	16320	<u>LIGHT BULBS FOR FLEET SHOP SUPPLIES, J. DURHAM, AUG. '23- WATER</u>	08/16/2023	1.40	.00	<u>20-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	8/23		
2115	DYNA PARTS LLC	283290	16320	<u>LIGHT BULBS FOR FLEET SHOP SUPPLIES, J. DURHAM, AUG. '23- SEWER</u>	08/16/2023	1.40	.00	<u>21-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	8/23		
2115	DYNA PARTS LLC	283290	16320	<u>LIGHT BULBS FOR FLEET SHOP SUPPLIES, J. DURHAM, AUG. '23- [I</u>	08/16/2023	.69	.00	<u>25-6305 VEHICLE MAINTENANCE &amp; REPAIR</u>	0	8/23		
Total 283290:						6.99	.00					
2115	DYNA PARTS LLC	283304	16328	<u>STARTER ROPE FOR PARKS SMALL ENGINES, J. PEREZ, AUG. '23</u>	08/16/2023	2.75	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	8/23		
Total 283304:						2.75	.00					
2115	DYNA PARTS LLC	283317	16319	<u>REAR DIFFERENTIAL GASKET, SHOCK ABSORBERS, FRONT AXEL PINION SEAL AND GEAR OIL FOR PARKS RANGER, J. DURHAM, AUG. '23</u>	08/16/2023	252.51	.00	<u>01-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	1004	8/23		
Total 283317:						252.51	.00					
2115	DYNA PARTS LLC	283381	16341	<u>AIR CONDITIONING REFRIGERANT, S. HOWELL, AUG. '23</u>	08/17/2023	23.98	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	8/23		
Total 283381:						23.98	.00					
2115	DYNA PARTS LLC	283387	16341	<u>AIR FILTERS AND HOSE FOR PARKS SKID STEAR, S. HOWELL, AUG. '23</u>	08/17/2023	98.57	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	8/23		
Total 283387:						98.57	.00					

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2115	DYNA PARTS LLC	283544	16354	<u>BOX GREASE FOR FLEET, C. REGLI, AUG. 23- ADMIN</u>	08/21/2023	28.05	.00	<u>01-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	8/23		
2115	DYNA PARTS LLC	283544	16354	<u>BOX GREASE FOR FLEET, C. REGLI, AUG. 23- WATER</u>	08/21/2023	11.22	.00	<u>20-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	8/23		
2115	DYNA PARTS LLC	283544	16354	<u>BOX GREASE FOR FLEET, C. REGLI, AUG. 23- SEWER</u>	08/21/2023	11.22	.00	<u>21-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	8/23		
2115	DYNA PARTS LLC	283544	16354	<u>BOX GREASE FOR FLEET, C. REGLI, AUG. 23- P.I</u>	08/21/2023	5.61	.00	<u>25-6305 VEHICLE MAINTENANCE &amp; REPAIR</u>	0	8/23		
Total 283544:						56.10	.00					
2115	DYNA PARTS LLC	283576	16365	<u>AIR FILTERS, OIL FILTER AND WINDSHIELD WIPERS FOR 2007 WATER DUMP TRUCK, J. DURHAM, AUG.' 23- WATER</u>	08/21/2023	174.78	.00	<u>20-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	8/23		
2115	DYNA PARTS LLC	283576		<u>AIR FILTERS, OIL FILTER AND WINDSHIELD WIPERS FOR 2007 WATER DUMP TRUCK, J. DURHAM, AUG.' 23- P.I</u>	08/21/2023	43.70	.00	<u>25-6305 VEHICLE MAINTENANCE &amp; REPAIR</u>	0	8/23		
Total 283576:						218.48	.00					
2115	DYNA PARTS LLC	283625	16369	<u>ANTIFREEZE, TRANSMISSION FILTER AND MOTOR TREATMENT FOR WATER NEW DUMP TRUCK, J. DURHAM, AUG, '23- WATER</u>	08/22/2023	124.12	.00	<u>20-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	8/23		
2115	DYNA PARTS LLC	283625	16369	<u>ANTIFREEZE, TRANSMISSION FILTER AND MOTOR TREATMENT FOR WATER NEW DUMP TRUCK, J. DURHAM, AUG, '23- P.I</u>	08/22/2023	31.03	.00	<u>25-6305 VEHICLE MAINTENANCE &amp; REPAIR</u>	0	8/23		
Total 283625:						155.15	.00					

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2115	DYNA PARTS LLC	283660	16376	<u>GREASE FOR EQUIPMENT &amp; BATTERIES FOR WELDING HELMET FOR PARKS SHOP, S. HOWELL, AUG. '23</u>	08/22/2023	286.67	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	8/23		
Total 283660:						286.67	.00					
2115	DYNA PARTS LLC	283701	16380	<u>VACUUM PUMP AND FLOOR JACK FOR FLEET SHOP, J. DURHAM, AUG. '23- ADMIN</u>	08/23/2023	161.99	.00	<u>01-6175 SMALL TOOLS</u>	0	8/23		
2115	DYNA PARTS LLC	283701	16380	<u>VACUUM PUMP AND FLOOR JACK FOR FLEET SHOP, J. DURHAM, AUG. '23- WATER</u>	08/23/2023	64.80	.00	<u>20-6175 SMALL TOOLS</u>	0	8/23		
2115	DYNA PARTS LLC	283701	16380	<u>VACUUM PUMP AND FLOOR JACK FOR FLEET SHOP, J. DURHAM, AUG. '23- SEWER</u>	08/23/2023	64.80	.00	<u>21-6175 SMALL TOOLS</u>	0	8/23		
2115	DYNA PARTS LLC	283701	16380	<u>VACUUM PUMP AND FLOOR JACK FOR FLEET SHOP, J. DURHAM, AUG. '23- P.I</u>	08/23/2023	32.39	.00	<u>25-6175 SMALL TOOLS</u>	0	8/23		
Total 283701:						323.98	.00					
2115	DYNA PARTS LLC	283789	16389	<u>BRAKE FLUID FOR NEW WATER DUMP TRUCK, J. DURHAM, AUG. '23- WATER</u>	08/24/2023	8.78	.00	<u>20-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	8/23		
2115	DYNA PARTS LLC	283789	16389	<u>BRAKE FLUID FOR NEW WATER DUMP TRUCK, J. DURHAM, AUG. '23- P.I</u>	08/24/2023	2.20	.00	<u>25-6305 VEHICLE MAINTENANCE &amp; REPAIR</u>	0	8/23		
Total 283789:						10.98	.00					
2115	DYNA PARTS LLC	283865	16400	<u>EQUIPMENT DEF AND FLUID FOR FLEET SHOP SUPPLIES, J. DURHAM, AUG. '23- ADMIN</u>	08/25/2023	49.97	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	0	8/23		
2115	DYNA PARTS LLC	283865	16400	<u>EQUIPMENT DEF AND FLUID FOR FLEET SHOP SUPPLIES, J. DURHAM, AUG. '23- WATER</u>	08/25/2023	19.98	.00	<u>20-6142 MAINT. &amp; REPAIRS- EQUIPMENT</u>	0	8/23		

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2115	DYNA PARTS LLC	283865	16400	<u>EQUIPMENT DEF AND FLUID FOR FLEET SHOP SUPPLIES, J. DURHAM, AUG. '23- SEWER</u>	08/25/2023	19.98	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	8/23		
2115	DYNA PARTS LLC	283865	16400	<u>EQUIPMENT DEF AND FLUID FOR FLEET SHOP SUPPLIES, J. DURHAM, AUG. '23- P.I</u>	08/25/2023	9.99	.00	<u>25-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	8/23		
Total 283865:						99.92	.00					
2115	DYNA PARTS LLC	284003	16422	<u>SUPER GLUE AND WELDING MATERIALS FOR PARKS SHOP, J. DURHAM, AUG. '23</u>	08/28/2023	15.28	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	8/23		
Total 284003:						15.28	.00					
2115	DYNA PARTS LLC	284072	16425	<u>DIFFERENTIAL REPAIR FOR 2007 FORD RANGER,, J. DURHAM, AUG. '23</u>	08/29/2023	7.84	.00	<u>01-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	1004	8/23		
Total 284072:						7.84	.00					
Total DYNA PARTS LLC:						1,767.77	.00					
<b>ELAM &amp; BURKE</b>												
796	ELAM & BURKE	203647		<u>LEGAL SERVICES, GENERAL REPRESENTATION,07/06-07/31/2023-KUNA URBAN RENEWAL</u>	07/31/2023	941.00	.00	<u>52-6202 PROFESSIONAL SERVICES</u>	0	8/23		
Total 203647:						941.00	.00					
Total ELAM & BURKE:						941.00	.00					
<b>FERGUSON ENTERPRISES INC</b>												
219	FERGUSON ENTERPRISES INC	0862694	16191	<u>PIPE FOR MUD RUN AT KUNA DAYS, M. WEBB, AUG. '23</u>	08/01/2023	2,380.00	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	8/23		
Total 0862694:						2,380.00	.00					

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219	FERGUSON ENTERPRISES INC	0862858		<u>IRRIGATION PIPE FOR ZAMZOW PARK, M. WEBB, AUG. '23</u>	08/01/2023	560.90	.00	<u>50-6045 CONTINGENCY</u>	1335	8/23		
Total 0862858:						560.90	.00					
219	FERGUSON ENTERPRISES INC	0862991	16202	<u>PIPE &amp; CAPS FOR COOLING PI STATIONS MOTOR, M. DAVILLA, AUG. '23</u>	08/02/2023	493.70	.00	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	8/23		
Total 0862991:						493.70	.00					
219	FERGUSON ENTERPRISES INC	0863754	16246	<u>PVC REST CLAMP RINGS, M. WEBB, AUG. '23</u>	08/10/2023	107.34	.00	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	1004	8/23		
219	FERGUSON ENTERPRISES INC	0863754		<u>HDPE BLUE PIPE FOR ZAMZOWS PARK, M. WEBB, AUG. '23</u>	08/10/2023	212.78	.00	<u>50-6045 CONTINGENCY</u>	1335	8/23		
Total 0863754:						320.12	.00					
219	FERGUSON ENTERPRISES INC	0863765		<u>4 PVC REST CLAMP RINGS FOR ZAMZOW PARK, M. WEBB, AUG. '23</u>	08/09/2023	322.02	.00	<u>50-6045 CONTINGENCY</u>	1335	8/23		
Total 0863765:						322.02	.00					
219	FERGUSON ENTERPRISES INC	0864371	16309	<u>PI PARTS FOR SPRINKLER AT ZAMZOWS PARK, M. WEBB, AUG. '23</u>	08/15/2023	4,813.08	.00	<u>50-6045 CONTINGENCY</u>	1335	8/23		
Total 0864371:						4,813.08	.00					
219	FERGUSON ENTERPRISES INC	CM069917	16191	<u>RETURN PIPE FOR MUD RUN, B. WITHROW, AUG. '23</u>	08/02/2023	-980.00	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	8/23		
Total CM069917:						-980.00	.00					

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Total FERGUSON ENTERPRISES INC:						7,909.82	.00					
<b>FLUID CONNECTOR PRODUCTS, INC.</b>												
1083	FLUID CONNECTOR PRODUCTS, INC.	8826363	16284	<u>HOSE TO FILL WATER TRUCK FOR ZAMZOW PARK S. HOWELL, AUG. '23</u>	08/14/2023	129.35	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	8/23		
Total 8826363:						129.35	.00					
1083	FLUID CONNECTOR PRODUCTS, INC.	8828851	16313	<u>PARTS TO FIX PRESSURE WASHER, S. HOWELL, AUG. '23</u>	08/15/2023	20.54	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	8/23		
Total 8828851:						20.54	.00					
Total FLUID CONNECTOR PRODUCTS, INC.:						149.89	.00					
<b>FREUND PROPERTIES LLC</b>												
2014	FREUND PROPERTIES LLC	7163		<u>2 EA DELL DOCK COMPUTERS, 2 EA DELL MONITORS, 2 EA KEYBOARD &amp; MOUSE J.EDINGER, AUG. '23 -ADMIN</u>	08/16/2023	397.77	397.77	<u>01-6141 IT SMALL EQUIPMENT</u>	0	8/23	08/18/2023	
2014	FREUND PROPERTIES LLC	7163		<u>2 EA DELL DOCK COMPUTERS, 2 EA DELL MONITORS, 2 EA KEYBOARD &amp; MOUSE J.EDINGER, AUG. '23-WATER</u>	08/16/2023	272.16	272.16	<u>20-6141 IT SMALL EQUIPMENT</u>	0	8/23	08/18/2023	
2014	FREUND PROPERTIES LLC	7163		<u>2 EA DELL DOCK COMPUTERS, 2 EA DELL MONITORS, 2 EA KEYBOARD &amp; MOUSE J.EDINGER, AUG. '23-SEWER</u>	08/16/2023	272.16	272.16	<u>21-6141 IT SMALL EQUIPMENT</u>	0	8/23	08/18/2023	
2014	FREUND PROPERTIES LLC	7163		<u>2 EA DELL DOCK COMPUTERS, 2 EA DELL MONITORS, 2 EA KEYBOARD &amp; MOUSE J.EDINGER, AUG. '23-PI</u>	08/16/2023	104.67	104.67	<u>25-6141 IT SMALL EQUIPMENT</u>	0	8/23	08/18/2023	
Total 7163:						1,046.76	1,046.76					
Total FREUND PROPERTIES LLC:						1,046.76	1,046.76					

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<b>GEMAL KALAR</b>												
1278	GEMAL KALAR	2344	16386	<u>PARKS SHOP DRYWALL AND TEXTURE, J. ADAMS AUG. '23</u>	08/24/2023	5,200.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1323	8/23		
Total 2344:						5,200.00	.00					
1278	GEMAL KALAR	2345	16387	<u>DRYWALL AND TEXTURE AT PARKS OASIS, J. ADAMS, AUG. '23</u>	08/24/2023	1,500.00	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1004	8/23		
Total 2345:						1,500.00	.00					
Total GEMAL KALAR:						6,700.00	.00					
<b>GLENN WALKER</b>												
2161	GLENN WALKER	22160-06		<u>KUNA POLICE DEPARTMENT ARCHITECTURAL &amp; DESIGN SERVICES, PROJECT # 22160</u>	08/22/2023	4,650.00	.00	<u>01-6045 CONTINGENCY</u>	1322	8/23		
Total 22160-06:						4,650.00	.00					
Total GLENN WALKER:						4,650.00	.00					
<b>GRANITE EXCAVATION INC</b>												
1907	GRANITE EXCAVATION INC	25206	16343	<u>REMOVE AND REPLACE FIRE HYDRANT, D. CROSSLEY, AUG. '23</u>	08/14/2023	7,997.34	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	8/23		
Total 25206:						7,997.34	.00					
Total GRANITE EXCAVATION INC:						7,997.34	.00					
<b>H.D. FOWLER COMPANY</b>												
1552	H.D. FOWLER COMPANY	16484556	16214	<u>SPRINKLER SUPPLIES FOR ZAMZOW PARKS, M. WEBB, AUG. '23</u>	08/15/2023	2,612.49	.00	<u>50-6045 CONTINGENCY</u>	1335	8/23		
Total 16484556:						2,612.49	.00					

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1552	H.D. FOWLER COMPANY	16495285	16214	<u>SPRINKLER SUPPLIES FOR ZAMZOW PARKS. M. WEBB. AUG. '23</u>	08/25/2023	4,107.45	.00	50-6045 <u>CONTINGENCY</u>	1335	8/23		
Total 16495285:						4,107.45	.00					
Total H.D. FOWLER COMPANY:						6,719.94	.00					
<b>HD SUPPLY INC</b>												
265	HD SUPPLY INC	INV00091665	16189	<u>3 EACH HACH CHLORINE POWDER PILLOWS FOR MEASURING. D. CROSSLEY. AUG. '23</u>	08/01/2023	273.79	.00	20-6150 <u>M &amp; R - SYSTEM</u>	0	8/23		
Total INV00091665:						273.79	.00					
Total HD SUPPLY INC:						273.79	.00					
<b>HDR ENGINEERING INC</b>												
1646	HDR ENGINEERING INC	1200543984		<u>PROFESSIONAL SERVICES FROM 07/02-07/29/2023. WATER SYSTEM MASTER PLAN. AUG. '23</u>	08/03/2023	4,277.40	.00	20-6045 <u>CONTINGENCY</u>	1314	8/23		
Total 1200543984:						4,277.40	.00					
1646	HDR ENGINEERING INC	1200546519		<u>PROFESSIONAL SERVICES FROM BEGINNING OF PROJECT -07/29/2023. DEER FLAT/TEN MILE WATERLINE REPLACEMENT. D. CROSSLEY. AUG. '23</u>	08/10/2023	5,075.50	.00	20-6020 <u>CAPITAL IMPROVEMENTS</u>	1342	8/23		
Total 1200546519:						5,075.50	.00					
Total HDR ENGINEERING INC:						9,352.90	.00					
<b>IDAHO ECONOMIC DEVELOPMENT ASSOC INC</b>												
1910	IDAHO ECONOMIC DEVELOPMENT ASSOC INC	1555		<u>2023 IEDA MEMBERSHIP. M. TREASURE. AUG. '23</u>	02/27/2023	250.00	250.00	01-6075 <u>DUES &amp; MEMBERSHIPS</u>	4000	8/23	08/18/2023	

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Total 1555:						250.00	250.00					
Total IDAHO ECONOMIC DEVELOPMENT ASSOC INC:						250.00	250.00					
<b>IDAHO POWER CO</b>												
38	IDAHO POWER CO	08112023IP		<u>ELECTRIC SERVICE 06/14-07/26/2023-STREETS</u>	08/11/2023	5,294.04	5,294.04	01-6290 UTILITIES	1002	8/23	08/11/2023	
Total 08112023IP:						5,294.04	5,294.04					
38	IDAHO POWER CO	08182023IP		<u>ELECTRIC SERVICE 06/17-07/18/2023-FARM</u>	08/07/2023	6,193.63	6,193.63	21-6090 FARM EXPENDITURES	0	8/23	08/18/2023	
38	IDAHO POWER CO	08182023IP		<u>ELECTRIC SERVICE 06/17-07/18/2023-SEWER</u>	08/07/2023	8,461.74	8,461.74	21-6290 UTILITIES EXPENSE	0	8/23	08/18/2023	
Total 08182023IP:						14,655.37	14,655.37					
38	IDAHO POWER CO	08252023IP		<u>ELECTRIC SERVICE 07/01-07/31/2023-SEWER</u>	08/25/2023	18,760.80	18,760.80	21-6290 UTILITIES EXPENSE	0	8/23	08/25/2023	
38	IDAHO POWER CO	08252023IP		<u>ELECTRIC SERVICE 07/14-08/14/2023-STREETS</u>	08/25/2023	2,081.75	2,081.75	01-6290 UTILITIES	1002	8/23	08/25/2023	
Total 08252023IP:						20,842.55	20,842.55					
Total IDAHO POWER CO:						40,791.96	40,791.96					
<b>IDAHO PRESS TRIBUNE, LLC</b>												
1802	IDAHO PRESS TRIBUNE, LLC	37007	16235	<u>AD#408184. LEGAL PUBLIC NOTICE. ORDINANCE 2023-18. BODAHL FARMS LLC. N. STANLEY. AUG. '23</u>	08/09/2023	331.59	331.59	01-6125 LEGAL PUBLICATIONS	0	8/23	08/11/2023	
Total 37007:						331.59	331.59					
1802	IDAHO PRESS TRIBUNE, LLC	37176	16210	<u>AD# 407759. LEGAL PUBLIC NOTICE. CASE NO. 23-01-OA. D. HANSEN. AUG. '23</u>	08/16/2023	58.30	.00	01-6125 LEGAL PUBLICATIONS	1003	8/23		

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Total 37176:						58.30	.00					
1802	IDAHO PRESS TRIBUNE, LLC	37177	16031	<u>AD# 410021. LEGAL PUBLIC NOTICE. RISING SUN WEST. CASE NO. 22-15-AN, T. BEHUNIN, JULY '23</u>	08/16/2023	39.60	.00	01-6125 LEGAL PUBLICATIONS	1003	8/23		
Total 37177:						39.60	.00					
1802	IDAHO PRESS TRIBUNE, LLC	37389	16335	<u>AD#401450. LEGAL PUBLIC NOTICE. ORDINANCE NO. 2023-20. N. STANLEY, AUG. '23</u>	08/23/2023	251.07	.00	01-6125 LEGAL PUBLICATIONS	0	8/23		
Total 37389:						251.07	.00					
1802	IDAHO PRESS TRIBUNE, LLC	37390	16335	<u>AD#412455. LEGAL PUBLIC NOTICE. ORDINANCE 2023-19. N. STANLEY, AUG. '23</u>	08/23/2023	324.76	.00	01-6125 LEGAL PUBLICATIONS	0	8/23		
Total 37390:						324.76	.00					
Total IDAHO PRESS TRIBUNE, LLC:						1,005.32	331.59					
<b>INTEGRITY INSPECTION SOLUTIONS INC</b>												
1981	INTEGRITY INSPECTION SOLUTIONS INC	19740319		<u>EMERGENCY REPAIR-SEWER FLOWING OUT OF MANHOLE BY ARTIC CIRCLE, D. CROSSLEY, AUG. '23</u>	08/03/2023	1,050.00	1,050.00	21-6150 M & R - SYSTEM	0	8/23	08/11/2023	
Total 19740319:						1,050.00	1,050.00					
Total INTEGRITY INSPECTION SOLUTIONS INC:						1,050.00	1,050.00					
<b>INTERMOUNTAIN GAS CO</b>												
37	INTERMOUNTAIN GAS CO	48219500080		<u>NATURAL GAS CONSUMPTION AT NWWTP, 07/06-08/04/2023- WATER</u>	08/07/2023	7.04	7.04	20-6290 UTILITIES EXPENSE	0	8/23	08/11/2023	

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37	INTERMOUNTAIN GAS CO	482195000080		<u>NATURAL GAS CONSUMPTION AT NWWTP. 07/06-08/04/2023- SEWER</u>	08/07/2023	7.04	7.04	<u>21-6290 UTILITIES EXPENSE</u>	0	8/23	08/11/2023	
37	INTERMOUNTAIN GAS CO	482195000080		<u>NATURAL GAS CONSUMPTION AT NWWTP. 07/06-08/04/2023-PI</u>	08/07/2023	2.67	2.67	<u>25-6290 UTILITIES EXPENSE</u>	0	8/23	08/11/2023	
Total 48219500008072023:						16.75	16.75					
Total INTERMOUNTAIN GAS CO:						16.75	16.75					
<b>INTERSTATE ALL BATTERY CENTER</b>												
434	INTERSTATE ALL BATTERY CENTER	118387	16314	<u>BATTERIES FOR ALARM SENSORS AT CITY HALL, S. HOWELL, AUG. '23-ADMIN</u>	08/15/2023	22.35	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	0	8/23		
434	INTERSTATE ALL BATTERY CENTER	118387	16314	<u>BATTERIES FOR ALARM SENSORS AT CITY HALL, S. HOWELL, AUG. '23-WATER</u>	08/15/2023	15.29	.00	<u>20-6140 MAINT. &amp; REPAIR BUILDING</u>	0	8/23		
434	INTERSTATE ALL BATTERY CENTER	118387	16314	<u>BATTERIES FOR ALARM SENSORS AT CITY HALL, S. HOWELL, AUG. '23-SEWER</u>	08/15/2023	15.29	.00	<u>21-6140 MAINT &amp; REPAIR BUILDING</u>	0	8/23		
434	INTERSTATE ALL BATTERY CENTER	118387	16314	<u>BATTERIES FOR ALARM SENSORS AT CITY HALL, S. HOWELL, AUG. '23-PI</u>	08/15/2023	5.87	.00	<u>25-6140 MAINT &amp; REPAIR BUILDING</u>	0	8/23		
Total 118387:						58.80	.00					
Total INTERSTATE ALL BATTERY CENTER:						58.80	.00					
<b>IRMINGER CONSTRUCTION</b>												
188	IRMINGER CONSTRUCTION	4284		<u>BLOWER INSTALL FOR TRAIN #2. (TRANSFER FROM LAGOON #3) T. FLEMING, AUG. '23</u>	08/16/2023	58,855.00	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1341	8/23		
Total 4284:						58,855.00	.00					
Total IRMINGER CONSTRUCTION:						58,855.00	.00					

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<b>J &amp; M SANITATION, INC.</b>												
230	J & M SANITATION, INC.	08042023-081		<u>SANITATION RECEIPT TRANSFER, 8/4-10/2023</u>	08/11/2023	91,343.59	91,343.59	26-7000 SOLID WASTE SERVICE FEES	0	8/23	08/11/2023	
230	J & M SANITATION, INC.	08042023-081		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 8/4-10/2023</u>	08/11/2023	-9,024.75	-9,024.75	01-4170 FRANCHISE FEES	0	8/23	08/11/2023	
Total 08042023-08102023:						82,318.84	82,318.84					
230	J & M SANITATION, INC.	08112023-0817		<u>SANITATION RECEIPT TRANSFER, 08/11-08/17/2023</u>	08/18/2023	140,050.63	140,050.63	26-7000 SOLID WASTE SERVICE FEES	0	8/23	08/18/2023	
230	J & M SANITATION, INC.	08112023-0817		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 08/11-08/17/2023</u>	08/18/2023	-13,837.01	-13,837.01	01-4170 FRANCHISE FEES	0	8/23	08/18/2023	
Total 08112023-08172023:						126,213.62	126,213.62					
230	J & M SANITATION, INC.	081822023-08		<u>SANITATION RECEIPT TRANSFER, 08/18-08/24/2023</u>	08/25/2023	25,002.28	25,002.28	26-7000 SOLID WASTE SERVICE FEES	0	8/23	08/25/2023	
230	J & M SANITATION, INC.	081822023-08		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 08/18-08/24/2023</u>	08/25/2023	-2,470.23	-2,470.23	01-4170 FRANCHISE FEES	0	8/23	08/25/2023	
Total 081822023-08242023:						22,532.05	22,532.05					
Total J & M SANITATION, INC.:						231,064.51	231,064.51					
<b>JACK HENRY &amp; ASSOCIATES, INC.</b>												
1328	JACK HENRY & ASSOCIATES, INC.	4377048		<u>ACH PAYMENT PROCESS FEE-ADMIN</u>	08/01/2023	40.71	.00	01-6505 BANK FEES	0	8/23		
1328	JACK HENRY & ASSOCIATES, INC.	4377048		<u>ACH PAYMENT PROCESS FEE-WATER</u>	08/01/2023	27.85	.00	20-6505 BANK FEES	0	8/23		
1328	JACK HENRY & ASSOCIATES, INC.	4377048		<u>ACH PAYMENT PROCESS FEE-SEWER</u>	08/01/2023	27.85	.00	21-6505 BANK FEES	0	8/23		

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1328	JACK HENRY & ASSOCIATES, INC.	4377048		<u>ACH PAYMENT PROCESS FEE-PI</u>	08/01/2023	107.70	.00	<u>25-6505 BANK FEES</u>	0	8/23		
Total 4377048:						107.11	.00					
Total JACK HENRY & ASSOCIATES, INC.:						107.11	.00					
<b>JMAC MATERIALS BOISE LLC</b>												
2127	JMAC MATERIALS BOISE LLC	8489		<u>BASE GRAVEL FOR ZAMZOW PARK, B. WITHROW, AUG. '23</u>	08/09/2023	1,193.26	.00	<u>50-6045 CONTINGENCY</u>	1335	8/23		
Total 8489:						1,193.26	.00					
2127	JMAC MATERIALS BOISE LLC	8534		<u>3/4" ROAD BASE FOR ZAMZOW PARK, B. WITHROW, AUG. '23</u>	08/10/2023	3,275.78	.00	<u>50-6045 CONTINGENCY</u>	1335	8/23		
Total 8534:						3,275.78	.00					
2127	JMAC MATERIALS BOISE LLC	8542		<u>3/4" ROAD BASE FOR ZAMZOW PARK, B. WITHROW, AUG. '23</u>	08/10/2023	352.48	.00	<u>50-6045 CONTINGENCY</u>	1335	8/23		
Total 8542:						352.48	.00					
2127	JMAC MATERIALS BOISE LLC	8574		<u>3/4" ROAD BASE FOR ZAMZOW PARK, B. WITHROW, AUG. '23</u>	08/11/2023	3,224.34	.00	<u>50-6045 CONTINGENCY</u>	1335	8/23		
Total 8574:						3,224.34	.00					
2127	JMAC MATERIALS BOISE LLC	8614		<u>COARSE GRAINED SAND FOR ZAMZOW PARK, M. WEBB, AUG. '23</u>	08/14/2023	2,058.16	.00	<u>50-6045 CONTINGENCY</u>	1335	8/23		
Total 8614:						2,058.16	.00					
2127	JMAC MATERIALS BOISE LLC	8654		<u>3/4" ROAD BASE FOR ZAMZOW PARK, M. WEBB, AUG. '23</u>	08/15/2023	1,231.10	.00	<u>50-6045 CONTINGENCY</u>	1335	8/23		

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Total 8654:						1,231.10	.00					
2127	JMAC MATERIALS BOISE LLC	8727		<u>ROAD BASE FOR ZAMZOW PARK, B. WITHROW, AUG. '23</u>	08/17/2023	1,333.39	.00	<u>50-6045 CONTINGENCY</u>	1335	8/23		
Total 8727:						1,333.39	.00					
2127	JMAC MATERIALS BOISE LLC	8808		<u>ROAD BASE FOR ZAMZOW PARK, B. WITHROW, AUG. '23</u>	08/22/2023	2,952.13	.00	<u>50-6045 CONTINGENCY</u>	1335	8/23		
Total 8808:						2,952.13	.00					
2127	JMAC MATERIALS BOISE LLC	8817		<u>ROAD BASE FOR ZAMZOW PARK, B. WITHROW, AUG. '23</u>	08/22/2023	305.56	.00	<u>50-6045 CONTINGENCY</u>	1335	8/23		
Total 8817:						305.56	.00					
2127	JMAC MATERIALS BOISE LLC	8955		<u>ROAD BASE FOR ZAMZOW PARK, M. WEBB, AUG. '23</u>	08/25/2023	2,098.26	.00	<u>50-6045 CONTINGENCY</u>	1335	8/23		
Total 8955:						2,098.26	.00					
Total JMAC MATERIALS BOISE LLC:						18,024.46	.00					
<b>J-U-B ENGINEERS, INC.</b>												
1236	J-U-B ENGINEERS, INC.	0161742		<u>PROFESSIONAL SERVICES FROM 02/26-03/31/2023, KUNA; ARPA GRANT ADMIN, APRIL. '23</u>	04/18/2023	2,325.00	.00	<u>03-6369 CARES ACT/ARPA EXPENDITURE</u>	0	8/23		
Total 0161742:						2,325.00	.00					
1236	J-U-B ENGINEERS, INC.	0162273		<u>PROFESSIONAL SERVICES FROM 04/01-04/30/2023, KUNA; ARPA GRANT ADMIN, MAY. '23</u>	05/09/2023	1,300.00	.00	<u>03-6369 CARES ACT/ARPA EXPENDITURE</u>	0	8/23		
Total 0162273:						1,300.00	.00					

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1236	J-U-B ENGINEERS, INC.	0164763		<u>PROFESSIONAL SERVICES FROM 07/01-07/31/2023. KUNA: ARPA GRANT ADMIN. AUG. 23</u>	08/16/2023	2,600.00	.00	<u>03-6369 CARES ACT/ARPA EXPENDITURE</u>	0	8/23		
Total 0164763:						2,600.00	.00					
1236	J-U-B ENGINEERS, INC.	0165203		<u>PROFESSIONAL SERVICES FROM 07/01-07/29/2023. HELEN ZAMZOW PARK DESIGN BUILD ASSIST. JULY '23</u>	08/16/2023	14,392.28	.00	<u>50-6045 CONTINGENCY</u>	1335	8/23		
Total 0165203:						14,392.28	.00					
1236	J-U-B ENGINEERS, INC.	0165393		<u>PROFESSIONAL SERVICES FROM 05/01-07/29/2023. RAILROAD OVERPASS PLANNING STUDY</u>	08/21/2023	14,738.38	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1173	8/23		
Total 0165393:						14,738.38	.00					
Total J-U-B ENGINEERS, INC.:						35,355.66	.00					
<b>KELLER ASSOCIATES, INC.</b>												
429	KELLER ASSOCIATES, INC.	0232204		<u>PROFESSIONAL SERVICES FROM 07/02-07/29/2023-KUNA- FALCON CREST PIPELINE CAPACITY ANALYSIS</u>	07/29/2023	512.50	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	8/23		
Total 0232204:						512.50	.00					
429	KELLER ASSOCIATES, INC.	0232218		<u>PROFESSIONAL SERVICES FROM 07/02-07/29/2023-KUNA RV DUMP</u>	07/29/2023	11,800.00	.00	<u>03-6356 RV DUMP EXPENDITURES</u>	0	8/23		
Total 0232218:						11,800.00	.00					
429	KELLER ASSOCIATES, INC.	0232221		<u>PROFESSIONAL SERVICES FROM 07/02-07/29/2023-AVALON &amp; ORCHARD PEDESTRIAN PATHWAY</u>	07/29/2023	1,000.00	.00	<u>03-6355 TRANSPORTATION -ORCHARD CROSS</u>	0	8/23		

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 0232221:						1,000.00	.00					
429	KELLER ASSOCIATES, INC.	0232225		<u>PROFESSIONAL SERVICES FROM 07/02-07/29/2023, SWAN FALLS RRFB CROSSING</u>	07/29/2023	6,750.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1126	8/23		
Total 0232225:						6,750.00	.00					
429	KELLER ASSOCIATES, INC.	0232227		<u>PROFESSIONAL SERVICES FROM 07/02-07/29/2023-KUNA, AVALON &amp; KAY SIGNAL WARRANT STUDY</u>	07/29/2023	17,000.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1126	8/23		
Total 0232227:						17,000.00	.00					
429	KELLER ASSOCIATES, INC.	0232295		<u>PROFESSIONAL SERVICES FROM 07/02-07/29/2023, WASTEWATER SYSTEM MASTER PLAN UPDATE</u>	07/29/2023	31,585.00	.00	<u>21-6045 CONTINGENCY</u>	1314	8/23		
Total 0232295:						31,585.00	.00					
Total KELLER ASSOCIATES, INC.:						68,647.50	.00					
<b>KEVIN CARLOCK</b>												
2243	KEVIN CARLOCK	0000002		<u>SUBCONTRACTOR TO HELP WITH REMODEL, B. WITHROW, AUG. 23</u>	08/25/2023	2,010.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1323	8/23		
Total 0000002:						2,010.00	.00					
Total KEVIN CARLOCK:						2,010.00	.00					
<b>KM ENGINEERING LLP</b>												
2174	KM ENGINEERING LLP	22-219-07		<u>MASON CREEK SEWER PHASE 1-PROJECT: 22-219, INVOICE CUTOFF DATE 08/12/2023</u>	08/22/2023	2,520.00	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1299	8/23		

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Total 22-219-07:						2,520.00	.00					
2174	KM ENGINEERING LLP	23-009-01		<u>MASON CREEK REGIONAL LIFT STATION, PROJECT 23-009</u>	03/17/2023	3,105.19	3,105.19	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1299	8/23	08/11/2023	
Total 23-009-01:						3,105.19	3,105.19					
Total KM ENGINEERING LLP:						5,625.19	3,105.19					
<b>KUNA LUMBER</b>												
499	KUNA LUMBER	A137632	16217	<u>PLUG TO COVER VALVE BOX AT BMX TRACK, R. WARWICK, AUG. '23</u>	08/03/2023	4.13	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	8/23		
Total A137632:						4.13	.00					
499	KUNA LUMBER	A137635	16220	<u>HOSE FITTINGS FOR MUD RUN, R. WARWICK, AUG. '23</u>	08/03/2023	6.63	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	8/23		
Total A137635:						6.63	.00					
499	KUNA LUMBER	A137670	16233	<u>WATER HEATER INSTALL PARTS AT SENIOR CENTER, S. HOWELL, AUG. '23</u>	08/07/2023	67.29	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1001	8/23		
Total A137670:						67.29	.00					
499	KUNA LUMBER	A137672		<u>PLUMBING PARTS TO REPAIR SINK AT SENIOR CENTER, S. HOWELL, AUG. '23</u>	08/07/2023	6.02	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1001	8/23		
Total A137672:						6.02	.00					
499	KUNA LUMBER	A137678		<u>PLUMBING PARTS TO REPAIR SINK AT SENIOR CENTER, S. HOWELL, AUG. '23</u>	08/07/2023	15.46	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1001	8/23		

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Total A137678:						15.46	.00					
499	KUNA LUMBER	A137698	16242	<u>PLYWOOD FOR DUST ABATEMENT TANK, J.ADAMS, AUG.'23</u>	08/08/2023	41.98	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	8/23		
Total A137698:						41.98	.00					
499	KUNA LUMBER	A137713	16248	<u>SPRINKLER REPAIR AT SENIOR CENTER, R. WARWICK, AUG. '23</u>	08/08/2023	2.68	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1001	8/23		
Total A137713:						2.68	.00					
499	KUNA LUMBER	A137770	16275	<u>PLUG TO WORK ON IRRIGATION AT ZAMZOW PARK, R. WARWICK, AUG. '23</u>	08/10/2023	2.51	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	8/23		
Total A137770:						2.51	.00					
499	KUNA LUMBER	A137790	16283	<u>VALVE &amp; PIPE FITTING FOR PRESSURE TRANSDUCER AT ASHTON PARK, R. WARWICK, AUG. '23</u>	08/11/2023	15.91	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	8/23		
Total A137790:						15.91	.00					
499	KUNA LUMBER	A137809	16289	<u>GALVANIZED BUSHING &amp; NIPPLE FOR TANK 3 REPAIR, M. NADEAU, AUG. '23</u>	08/11/2023	8.98	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	8/23		
Total A137809:						8.98	.00					
499	KUNA LUMBER	A137835	16292	<u>PROPANE CYLINDER, NUT DRIVER, TORCH HEAD, DITCH SPADE, R. HENZE, AUG. '23</u>	08/14/2023	97.85	.00	<u>01-6175 SMALL TOOLS</u>	1004	8/23		

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Total A137835:						97.85	.00					
499	KUNA LUMBER	A137862	16318	<u>BATTERIES FOR ALARM SENSOR AT CITY HALL, S. HOWELL, AUG. '23-ADMIN</u>	08/16/2023	1.81	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	0	8/23		
499	KUNA LUMBER	A137862	16318	<u>BATTERIES FOR ALARM SENSOR AT CITY HALL, S. HOWELL, AUG. '23-WATER</u>	08/16/2023	1.24	.00	<u>20-6140 MAINT. &amp; REPAIR BUILDING</u>	0	8/23		
499	KUNA LUMBER	A137862	16318	<u>BATTERIES FOR ALARM SENSOR AT CITY HALL, S. HOWELL, AUG. '23-SEWER</u>	08/16/2023	1.24	.00	<u>21-6140 MAINT. &amp; REPAIR BUILDING</u>	0	8/23		
499	KUNA LUMBER	A137862	16318	<u>BATTERIES FOR ALARM SENSOR AT CITY HALL, S. HOWELL, AUG. '23-PI</u>	08/16/2023	.47	.00	<u>25-6140 MAINT. &amp; REPAIR BUILDING</u>	0	8/23		
Total A137862:						4.76	.00					
499	KUNA LUMBER	A137867	16325	<u>CARPET TAPE FOR SENIOR CENTER, S. HOWELL, AUG. '23</u>	08/16/2023	5.57	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1001	8/23		
Total A137867:						5.57	.00					
499	KUNA LUMBER	A137875	16332	<u>SPRINKLER MANIFOLD PARTS FOR ZAMZOWS PARK, R. HENZE, AUG. '23</u>	08/17/2023	97.47	.00	<u>50-6045 CONTINGENCY</u>	1335	8/23		
Total A137875:						97.47	.00					
499	KUNA LUMBER	A137894	16357	<u>5 PIECES OF TRIM FOR PARKS SHOP UPGRADE, J. ADAMS, AUG. '23</u>	08/21/2023	124.61	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1323	8/23		
Total A137894:						124.61	.00					
499	KUNA LUMBER	A137938	16363	<u>WHEEL TO GRIND CONCRETE AT PARKS SHOP, J. ADAMS, AUG. '23</u>	08/21/2023	70.19	.00	<u>01-6175 SMALL TOOLS</u>	1004	8/23		

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Total A137938:						70.19	.00					
499	KUNA LUMBER	A138047	16419	<u>SPARE KEY FOR DUMP TRUCK FOR WATER DEPARTMENT, J. DURHAM, AUG. '23</u>	08/28/2023	4.59	.00	<u>20-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	8/23		
Total A138047:						4.59	.00					
499	KUNA LUMBER	B173895	16203	<u>LUMBER FOR PARKS BATHROOM AT NEW SHOP, J. ADAMS, AUG. '23</u>	08/02/2023	211.33	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1323	8/23		
Total B173895:						211.33	.00					
499	KUNA LUMBER	B173922		<u>STUDS FOR PARKS SHOP BATHROOM UPGRADE, AUG. '23</u>	08/03/2023	76.88	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1323	8/23		
Total B173922:						76.88	.00					
499	KUNA LUMBER	B174085	16251	<u>SPRINKLER FLAGS FOR ZAMZOW PARK, J. PEREZ, AUG. '23</u>	08/09/2023	61.41	.00	<u>50-6045 CONTINGENCY</u>	1335	8/23		
Total B174085:						61.41	.00					
499	KUNA LUMBER	B174088	16252	<u>10 ROLLS OF DUCT TAPE, S.HOWELL, AUG.'23</u>	08/09/2023	110.61	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	8/23		
Total B174088:						110.61	.00					
499	KUNA LUMBER	B174102	16257	<u>NEW TRASH CANS FOR THE GREENBELT, AUG.'23, S. CAHILL</u>	08/09/2023	305.91	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	8/23		
Total B174102:						305.91	.00					

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499	KUNA LUMBER	B174153	16272	<u>GARBAGE CAN FOR PARKS SHOP, S.HOWELL, AUG.'23</u>	08/10/2023	23.39	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	8/23		
Total B174153:						23.39	.00					
499	KUNA LUMBER	B174247	16296	<u>PAINT SUPPLIES FOR PARKS SHOP UPGRADE, J. ADAMS, AUG. '23</u>	08/14/2023	29.82	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1004	8/23		
Total B174247:						29.82	.00					
499	KUNA LUMBER	B174248	16297	<u>BUSHING AND UTILITY KNIFE FOR ZAMZOW PARK, R. WARWICK, AUG.'23</u>	08/14/2023	34.24	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	8/23		
Total B174248:						34.24	.00					
499	KUNA LUMBER	B174274	16349	<u>SOCKET, NUTSET, DOZER HOLE SAW FOR FLEET SHOP, S. HOWELL, AUG. '23-FLEET</u>	08/18/2023	28.85	.00	<u>01-6175 SMALL TOOLS</u>	0	8/23		
499	KUNA LUMBER	B174274	16349	<u>SOCKET, NUTSET, DOZER HOLE SAW FOR FLEET SHOP, S. HOWELL, AUG. '23-WATER</u>	08/18/2023	11.54	.00	<u>20-6175 SMALL TOOLS</u>	0	8/23		
499	KUNA LUMBER	B174274	16349	<u>SOCKET, NUTSET, DOZER HOLE SAW FOR FLEET SHOP, S. HOWELL, AUG. '23-SEWER</u>	08/18/2023	11.54	.00	<u>21-6175 SMALL TOOLS</u>	0	8/23		
499	KUNA LUMBER	B174274	16349	<u>SOCKET, NUTSET, DOZER HOLE SAW FOR FLEET SHOP, S. HOWELL, AUG. '23-PI</u>	08/18/2023	5.77	.00	<u>25-6175 SMALL TOOLS</u>	0	8/23		
Total B174274:						57.70	.00					
499	KUNA LUMBER	B174276	16307	<u>SANDING RESPIRATOR AND PRIMER FOR PARKS NEW SHOP UPGRADE, J. ADAMS, AUG. '23</u>	08/15/2023	368.60	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1323	8/23		

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Total B174276:						368.60	.00					
499	KUNA LUMBER	B174286	16310	<u>FITTINGS FOR IRRIGATION AT ZAMZOW PARK, S. CAHILL, AUG. '23</u>	08/15/2023	10.76	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	8/23		
Total B174286:						10.76	.00					
499	KUNA LUMBER	B174290	16311	<u>IRRIGATION FITTINGS FOR ZAMZOWS PARK, S. CAHILL, AUG. '23</u>	08/15/2023	6.46	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	8/23		
Total B174290:						6.46	.00					
499	KUNA LUMBER	B174307	16317	<u>TRIM AND PAINT FOR PARKS NEW SHOP INTERIOR, J. ADAMS, AUG. '23</u>	08/16/2023	391.54	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1323	8/23		
Total B174307:						391.54	.00					
499	KUNA LUMBER	B174342	16331	<u>BURY HYDRANT FOR ZAMZOW PARK, M. WEBB, AUG' 23</u>	08/17/2023	169.98	.00	<u>50-6045 CONTINGENCY</u>	1335	8/23		
Total B174342:						169.98	.00					
499	KUNA LUMBER	B174344	16334	<u>PIPE GLUE, FITTINGS AND PROPANE TANK FOR PARKS, AUG. '23</u>	08/17/2023	68.50	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	8/23		
Total B174344:						68.50	.00					
499	KUNA LUMBER	B174351	16339	<u>PARTS TO REPAIR SINK AND TOILET AT SENIOR CENTER, S. HOWELL, AUG. 23</u>	08/17/2023	25.54	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1001	8/23		
Total B174351:						25.54	.00					

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499	KUNA LUMBER	B174355	16345	<u>16 WASHERS FOR BOLTING PLATES ON SCREENWASHER #1. M. NADEAU, AUG. '23</u>	08/17/2023	8.64	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	8/23		
Total B174355:						8.64	.00					
499	KUNA LUMBER	B174374	16351	<u>LANDSCAPE RAKES FOR THE PARKS DEPT. M. WEBB, AUG. '23</u>	08/18/2023	113.38	.00	<u>01-6175 SMALL TOOLS</u>	1004	8/23		
Total B174374:						113.38	.00					
499	KUNA LUMBER	B174431	16356	<u>WALL PAINT FOR PARKS OFFICE, J. ADAMS, AUG. '23</u>	08/21/2023	188.99	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1004	8/23		
Total B174431:						188.99	.00					
499	KUNA LUMBER	B174436	16362	<u>TRIM AND PRIMER FOR PARKS OFFICE, J. ADAMS, AUG. '23</u>	08/21/2023	1,027.91	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1004	8/23		
Total B174436:						1,027.91	.00					
499	KUNA LUMBER	B174455	16373	<u>CLEANER FOR CLEANING RUST ON EQUIPMENT, J. DURHAM, AUG. '23</u>	08/22/2023	6.56	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	8/23		
Total B174455:						6.56	.00					
499	KUNA LUMBER	B174621		<u>1/2 PINT PURPLE PRIMER, M. NADEAU, AUG. '23</u>	08/28/2023	7.91	.00	<u>21-6140 MAINT &amp; REPAIR BUILDING</u>	0	8/23		
Total B174621:						7.91	.00					
499	KUNA LUMBER	B174643	16424	<u>BOLTS FOR THE BRUSH HOG FARM, J. BOSTON, AUG. '23</u>	08/29/2023	16.41	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	8/23		

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Total B174643:						16.41	.00					
499	KUNA LUMBER	C4580	16270	<u>2 DOORS AND HARWARE FOR PARKS SHOP, J. ADAMS, AUG. '23</u>	08/10/2023	2,599.53	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1323	8/23		
Total C4580:						2,599.53	.00					
Total KUNA LUMBER:						6,498.63	.00					
<b>KUNA MACHINE LLC</b>												
1775	KUNA MACHINE LLC	2029	16026	<u>5 BENCHES FOR PARKS, R. HENZE, JULY '23</u>	07/10/2023	3,683.00	3,683.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	8/23	08/11/2023	
Total 2029:						3,683.00	3,683.00					
1775	KUNA MACHINE LLC	2124	16301	<u>DOOR TRIM FOR REMODELING AT PARKS SHOP, S. HOWELL, AUG. '23</u>	08/14/2023	33.83	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1004	8/23		
Total 2124:						33.83	.00					
Total KUNA MACHINE LLC:						3,716.83	3,683.00					
<b>LAYNE OF IDAHO, INC.</b>												
1322	LAYNE OF IDAHO, INC.	19033	16377	<u>ARDELL PUMP REBUILD, D. CROSSLEY, AUG. '23</u>	08/22/2023	1,693.17	.00	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	8/23		
Total 19033:						1,693.17	.00					
1322	LAYNE OF IDAHO, INC.	19034	16378	<u>CHAPAROSSA PI PUMP #2 REBUILD, D. CROSSLEY, AUG. '23</u>	08/22/2023	1,661.08	.00	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	8/23		
Total 19034:						1,661.08	.00					

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1322	LAYNE OF IDAHO, INC.	19052	16379	CHAPAROSSA PI PUMP #1 REBUILD. D. CROSSLEY, AUG. '23	08/22/2023	1,966.06	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	8/23		
Total 19052:						1,966.06	.00					
Total LAYNE OF IDAHO, INC.:						5,320.31	.00					
<b>LES SCHWAB TIRES</b>												
221	LES SCHWAB TIRES	12800634339	16330	TIRE AND TUBE FOR THE PIVOT FOR THE FARM, J. BOSTON, AUG. '23	08/16/2023	524.98	.00	21-6090 FARM EXPENDITURES	0	8/23		
Total 12800634339:						524.98	.00					
221	LES SCHWAB TIRES	12800636662	16426	TIRE FOR PIVOTS, U.RAMIREZ, AUG. '23	08/29/2023	455.98	.00	21-6090 FARM EXPENDITURES	0	8/23		
Total 12800636662:						455.98	.00					
Total LES SCHWAB TIRES:						980.96	.00					
<b>LOCAHAN LLC</b>												
1619	LOCAHAN LLC	AR1202736		CONTRACT OVERAGE CHARGE 07/01-07/31/2023, MODEL#IMC4500LT & SERIAL#3122R790389 & #3122R790356, AUG. '23-ADMIN	08/14/2023	29.81	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	8/23		
1619	LOCAHAN LLC	AR1202736		CONTRACT OVERAGE CHARGE 07/01-07/31/2023, MODEL#IMC4500LT & SERIAL#3122R790389 & #3122R790356, AUG. '23-WATER	08/14/2023	27.68	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	8/23		
1619	LOCAHAN LLC	AR1202736		CONTRACT OVERAGE CHARGE 07/01-07/31/2023, MODEL#IMC4500LT & SERIAL#3122R790389 & #3122R790356, AUG. '23- SEWER	08/14/2023	27.68	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	8/23		

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1619	LOCAHAN LLC	AR1202736		<u>CONTRACT OVERAGE CHARGE 07/01-07/31/2023, MODEL#IMC4500LT &amp; SERIAL#3122R790389 &amp; #3122R790356, AUG. '23-PI</u>	08/14/2023	10.64	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	8/23		
1619	LOCAHAN LLC	AR1202736		<u>CONTRACT OVERAGE CHARGE 07/01-07/31/2023, MODEL#IMC4500LT &amp; SERIAL#3122R790389 &amp; #3122R790356, AUG. '23-P&amp;Z</u>	08/14/2023	10.65	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	8/23		
1619	LOCAHAN LLC	AR1202736		<u>CONTRACT LEASE CHARGE, MODEL#IMC4500LT &amp; SERIAL#3122R790389 &amp; #3122R790356, AUG. '23</u>	08/14/2023	433.94	.00	01-6212 RENT- EQUIPMENT	0	8/23		
Total AR1202736:						540.40	.00					
1619	LOCAHAN LLC	AR1202737		<u>CONTRACT LEASE CHARGE MODEL# MPC307SPF &amp; SERIAL# C509P900318</u>	08/14/2023	47.49	.00	01-6212 RENT- EQUIPMENT	0	8/23		
1619	LOCAHAN LLC	AR1202737		<u>CONTRACT OVERAGE CHARGE 07/01-07/31/2023, MODEL# MPC307SPF &amp; SERIAL# C509P900318-ADMIN</u>	08/14/2023	30.48	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	8/23		
1619	LOCAHAN LLC	AR1202737		<u>CONTRACT OVERAGE CHARGE 07/01-07/31/2023, MODEL# MPC307SPF &amp; SERIAL# C509P900318-WATER</u>	08/14/2023	18.87	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	8/23		
1619	LOCAHAN LLC	AR1202737		<u>CONTRACT OVERAGE CHARGE 07/01-07/31/2023, MODEL# MPC307SPF &amp; SERIAL# C509P900318-SEWER</u>	08/14/2023	18.87	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	8/23		
1619	LOCAHAN LLC	AR1202737		<u>CONTRACT OVERAGE CHARGE 07/01-07/31/2023, MODEL# MPC307SPF &amp; SERIAL# C509P900318-PI</u>	08/14/2023	4.35	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	8/23		
Total AR1202737:						120.06	.00					



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				<u>CROSSLEY, AUG. '23</u>	08/14/2023	572.50	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1275	8/23		
Total 16018:						572.50	.00					
Total MASON & ASSOCIATES INC:						572.50	.00					
<b>MISCELLANEOUS #2</b>												
1849	MISCELLANEOUS #2	08112023JL		<u>PARKING FOR DOWNTOWN BOISE, DIGITAL IDAHO SUMMIT, AUG. '23</u>	08/11/2023	15.00	15.00	<u>01-6265 TRAINING &amp; SCHOOLING</u>	1004	8/23	08/11/2023	
Total 08112023JL:						15.00	15.00					
1849	MISCELLANEOUS #2	08182023B		<u>FENCING PERFORMANCE BOND RELEASE FOR FALCON CREST SUBDIVISION NO. 6, R39-2023, AUG. '23</u>	08/18/2023	87,411.25	87,411.25	<u>30-2080 DEVELOPER DEPOSITS</u>	0	8/23	08/18/2023	
Total 08182023B:						87,411.25	87,411.25					
1849	MISCELLANEOUS #2	08182023C		<u>STREETLIGHTING PERFORMANCE BOND RELEASE FOR FALCON CREST SUBDIVISION NO. 6, R40-2023, AUG. '23</u>	08/18/2023	63,500.90	63,500.90	<u>30-2080 DEVELOPER DEPOSITS</u>	0	8/23	08/18/2023	
Total 08182023C:						63,500.90	63,500.90					
1849	MISCELLANEOUS #2	08182023DB		<u>REFUND COST OF BOOTH SPACE, S. JONES, AUG. '23</u>	08/18/2023	25.00	25.00	<u>01-4195 RENTAL INCOME</u>	1004	8/23	08/18/2023	
Total 08182023DB:						25.00	25.00					
1849	MISCELLANEOUS #2	08182023FCA		<u>LANDSCAPE PERFORMANCE BOND RELEASE FOR FALCON CREST SUBDIVISION NO. 5, R03-2023, AUG. '23</u>	08/18/2023	95,975.00	95,975.00	<u>30-2080 DEVELOPER DEPOSITS</u>	0	8/23	08/18/2023	



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				<u>WITHROW, AUG. '23</u>	08/09/2023	2,370.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	8/23		
Total 1181:						2,370.00	.00					
Total NICK'S CUSTOM CURBS & DECORATIVE CONCRET:						26,885.50	24,515.50					
<b>PACIFIC STEEL</b>												
584	PACIFIC STEEL	8455047	16256	<u>MATERIALS TO MAKE THE BACKSTOP FRAME AT ZAMZOWS PARK, S.HOWELL, AUG.'23</u>	08/10/2023	227.78	.00	50-6045 CONTINGENCY	1335	8/23		
Total 8455047:						227.78	.00					
Total PACIFIC STEEL:						227.78	.00					
<b>PIPECO, INC</b>												
55	PIPECO, INC	S51741282.00	16298	<u>VALVE BOXES AND TIMERS FOR SPRINKLERS AT ZAMZOWS PARK, M. WEBB, AUG '23</u>	08/14/2023	2,456.11	.00	50-6045 CONTINGENCY	1335	8/23		
Total S51741282.001:						2,456.11	.00					
Total PIPECO, INC:						2,456.11	.00					
<b>PRUSIK CONSTRUCTION LLC</b>												
2214	PRUSIK CONSTRUCTION LLC	1566		<u>PAYMENT FOR POLICE STATION CLAIMANTS JOB#23- 001, SIXTH INSTALLMENT, AUG. '23</u>	08/30/2023	237,246.83	.00	01-6045 CONTINGENCY	1318	8/23		
Total 1566:						237,246.83	.00					
Total PRUSIK CONSTRUCTION LLC:						237,246.83	.00					
<b>RIDGEWOOD ENTERPRISES, INC</b>												

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1728	RIDGEWOOD ENTERPRISES, INC	2108709	16261	<u>WATER BLOWER REPAIR, J. DURHAM, AUG. '23</u>	08/23/2023	29.49	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	8/23		
Total 2108709:						29.49	.00					
Total RIDGEWOOD ENTERPRISES, INC:						29.49	.00					
<b>RIMI INC</b>												
1991	RIMI INC	07312023RIMI		<u>COMMERCIAL MECHANICAL PERMITS, JULY. '23</u>	07/31/2023	1,217.52	1,217.52	<u>01-6052 CONTRACT SERVICES</u>	1005	8/23	08/18/2023	
Total 07312023RIMI:						1,217.52	1,217.52					
Total RIMI INC:						1,217.52	1,217.52					
<b>ROTO-ROOTER</b>												
344	ROTO-ROOTER	76361	16294	<u>MODIFIED SEPTIC TANK FOR BATHROOM REMODEL AT PARKS SHOP, J. ADAMS, AUG. '23</u>	08/17/2023	1,270.00	1,270.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1323	8/23	08/25/2023	
Total 76361:						1,270.00	1,270.00					
Total ROTO-ROOTER:						1,270.00	1,270.00					
<b>SELECT CUT STAKES AND WOOD PRODUCTS</b>												
1725	SELECT CUT STAKES AND WOOD PRODUCTS	862	16276	<u>STAKES FOR LOCATING POINTS AT ZAMZOWS PARK, M. WEBB, AUG. '23</u>	08/10/2023	136.20	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	8/23		
Total 862:						136.20	.00					
Total SELECT CUT STAKES AND WOOD PRODUCTS:						136.20	.00					
<b>SILVER CREEK SUPPLY</b>												
1786	SILVER CREEK SUPPLY	0012256839-0		<u>SPRINKLER &amp; BUSHING FOR ZAMZOW PARK, B. WITHROW, AUG. '23</u>	08/15/2023	350.66	.00	<u>50-6045 CONTINGENCY</u>	1335	8/23		

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Total 0012256839-002:						350.66	.00					
1786	SILVER CREEK SUPPLY	0012256893-0		<u>IRRIGATION POLY FOR ZAMZOW PARK, B. WITHROW, AUG. '23</u>	08/15/2023	522.78	.00	<u>50-6045 CONTINGENCY</u>	1335	8/23		
Total 0012256893-001:						522.78	.00					
1786	SILVER CREEK SUPPLY	0012261324-0	16315	<u>SPRINKLER HEADS FOR ZAMZOW PARK, M WEBB, AUG. '23</u>	08/17/2023	1,257.93	.00	<u>50-6045 CONTINGENCY</u>	1335	8/23		
Total 0012261324-001:						1,257.93	.00					
Total SILVER CREEK SUPPLY:						2,131.37	.00					
<b>SMITH'S LAWNMOWER SALES</b>												
58	SMITH'S LAWNMOWER SALES	244060	16327	<u>BELTS FOR WALKER MOWER, J. DURHAM, AUG. '23</u>	08/16/2023	186.00	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	8/23		
Total 244060:						186.00	.00					
Total SMITH'S LAWNMOWER SALES:						186.00	.00					
<b>SOUTHWEST OFFICE SUPPLY INC</b>												
2213	SOUTHWEST OFFICE SUPPLY INC	OE-47507-1		<u>PAPERTOWELS FOR SENIOR CENTER, AUG. '23</u>	08/15/2023	79.55	.00	<u>01-6025 JANITORIAL</u>	1001	8/23		
Total OE-47507-1:						79.55	.00					
2213	SOUTHWEST OFFICE SUPPLY INC	OE-47802-1	16348	<u>PAPER TOWELS FOR CITY HALL, C. MERRITT, AUG. '23-ADMIN</u>	08/23/2023	21.74	.00	<u>01-6025 JANITORIAL</u>	0	8/23		
2213	SOUTHWEST OFFICE SUPPLY INC	OE-47802-1	16348	<u>PAPER TOWELS FOR CITY HALL, C. MERRITT, AUG. '23-WATER</u>	08/23/2023	14.87	.00	<u>20-6025 JANITORIAL</u>	0	8/23		

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2213	SOUTHWEST OFFICE SUPPLY INC	OE-47802-1	16348	PAPER TOWELS FOR CITY HALL, C. MERRITT, AUG. '23- SEWER	08/23/2023	14.87	.00	21-6025 JANITORIAL	0	8/23		
2213	SOUTHWEST OFFICE SUPPLY INC	OE-47802-1	16348	PAPER TOWELS FOR CITY HALL, C. MERRITT, AUG. '23- P.I	08/23/2023	5.73	.00	25-6025 JANITORIAL	0	8/23		
Total OE-47802-1:						57.21	.00					
2213	SOUTHWEST OFFICE SUPPLY INC	WO-134627-2		PENCIL LEAD REFILL FOR N. STAUFFER, JULY '23- ADMIN	07/03/2023	.79	.00	01-6165 OFFICE SUPPLIES	0	8/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-134627-2		PENCIL LEAD REFILL FOR N. STAUFFER, JULY '23- WATER	07/03/2023	1.04	.00	20-6165 OFFICE SUPPLIES	0	8/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-134627-2		PENCIL LEAD REFILL FOR N. STAUFFER, JULY '23- SEWER	07/03/2023	1.04	.00	21-6165 OFFICE SUPPLIES	0	8/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-134627-2		PENCIL LEAD REFILL FOR N. STAUFFER, JULY '23- P.I	07/03/2023	.28	.00	25-6165 OFFICE SUPPLIES	0	8/23		
Total WO-134627-2:						3.15	.00					
2213	SOUTHWEST OFFICE SUPPLY INC	WO-138467-1	16225	ADHESIVE NAME BADGE LABELS FOR HR DEPARTMENT, C. MERRITT, AUG. '23, -ADMIN	08/07/2023	19.62	19.62	01-6165 OFFICE SUPPLIES	0	8/23	08/11/2023	
2213	SOUTHWEST OFFICE SUPPLY INC	WO-138467-1	16225	ADHESIVE NAME BADGE LABELS FOR HR DEPARTMENT, C. MERRITT, AUG. '23-WATER	08/07/2023	25.90	25.90	20-6165 OFFICE SUPPLIES	0	8/23	08/11/2023	
2213	SOUTHWEST OFFICE SUPPLY INC	WO-138467-1	16225	ADHESIVE NAME BADGE LABELS FOR HR DEPARTMENT, C. MERRITT, AUG. '23-SEWER	08/07/2023	25.90	25.90	21-6165 OFFICE SUPPLIES	0	8/23	08/11/2023	
2213	SOUTHWEST OFFICE SUPPLY INC	WO-138467-1	16225	ADHESIVE NAME BADGE LABELS FOR HR DEPARTMENT, C. MERRITT, AUG. '23-PI	08/07/2023	7.06	7.06	25-6165 OFFICE SUPPLIES	0	8/23	08/11/2023	
2213	SOUTHWEST OFFICE SUPPLY INC	WO-138467-1	16225	MINTS, SUCKERS, WITE OUT, STENO PAD, WRITING PADS, COLOR TABS, C. MERRITT, AUG. '23-ADMIN	08/07/2023	50.53	50.53	01-6165 OFFICE SUPPLIES	0	8/23	08/11/2023	

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2213	SOUTHWEST OFFICE SUPPLY INC	WO-138467-1	16225	<u>MINTS, SUCKERS, WITE OUT, STENO PAD, WRITING PADS, COLOR TABS, C. MERRITT, AUG. '23-WATER</u>	08/07/2023	34.57	34.57	<u>20-6165 OFFICE SUPPLIES</u>	0	8/23	08/11/2023	
2213	SOUTHWEST OFFICE SUPPLY INC	WO-138467-1	16225	<u>MINTS, SUCKERS, WITE OUT, STENO PAD, WRITING PADS, COLOR TABS, C. MERRITT, AUG. '23-SEWER</u>	08/07/2023	34.57	34.57	<u>21-6165 OFFICE SUPPLIES</u>	0	8/23	08/11/2023	
2213	SOUTHWEST OFFICE SUPPLY INC	WO-138467-1	16225	<u>MINTS, SUCKERS, WITE OUT, STENO PAD, WRITING PADS, COLOR TABS, C. MERRITT, AUG. '23-PI</u>	08/07/2023	13.30	13.30	<u>25-6165 OFFICE SUPPLIES</u>	0	8/23	08/11/2023	
2213	SOUTHWEST OFFICE SUPPLY INC	WO-138467-1	16225	<u>CAN LINERS FOR WWTP, C. MERRITT, AUG. '23-WATER</u>	08/07/2023	28.90	28.90	<u>20-6025 JANITORIAL</u>	0	8/23	08/11/2023	
2213	SOUTHWEST OFFICE SUPPLY INC	WO-138467-1	16225	<u>CAN LINERS FOR WWTP, C. MERRITT, AUG. '23-SEWER</u>	08/07/2023	28.90	28.90	<u>21-6025 JANITORIAL</u>	0	8/23	08/11/2023	
2213	SOUTHWEST OFFICE SUPPLY INC	WO-138467-1		<u>CAN LINERS FOR WWTP, C. MERRITT, AUG. '23-PI</u>	08/07/2023	11.00	11.00	<u>25-6025 JANITORIAL</u>	0	8/23	08/11/2023	
Total WO-138467-1:						280.25	280.25					
2213	SOUTHWEST OFFICE SUPPLY INC	WO-138467-2	16225	<u>ADHESIVE NAME BADGE LABELS FOR HR DEPARTMENT, C. MERRITT, AUG. '23-ADMIN</u>	08/08/2023	3.27	3.27	<u>01-6165 OFFICE SUPPLIES</u>	0	8/23	08/11/2023	
2213	SOUTHWEST OFFICE SUPPLY INC	WO-138467-2	16225	<u>ADHESIVE NAME BADGE LABELS FOR HR DEPARTMENT, C. MERRITT, AUG. '23-WATER</u>	08/08/2023	4.32	4.32	<u>20-6165 OFFICE SUPPLIES</u>	0	8/23	08/11/2023	
2213	SOUTHWEST OFFICE SUPPLY INC	WO-138467-2	16225	<u>ADHESIVE NAME BADGE LABELS FOR HR DEPARTMENT, C. MERRITT, AUG. '23-SEWER</u>	08/08/2023	4.32	4.32	<u>21-6165 OFFICE SUPPLIES</u>	0	8/23	08/11/2023	
2213	SOUTHWEST OFFICE SUPPLY INC	WO-138467-2	16225	<u>ADHESIVE NAME BADGE LABELS FOR HR DEPARTMENT, C. MERRITT, AUG. '23-PI</u>	08/08/2023	1.17	1.17	<u>25-6165 OFFICE SUPPLIES</u>	0	8/23	08/11/2023	
Total WO-138467-2:						13.08	13.08					

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2213	SOUTHWEST OFFICE SUPPLY INC	WO-138467-3		<u>ADHESIVE NAME BADGE LABELS FOR HR DEPARTMENT, C. MERRITT, AUG. '23-ADMIN</u>	08/09/2023	9.81	9.81	<u>01-6165 OFFICE SUPPLIES</u>	0	8/23	08/11/2023	
2213	SOUTHWEST OFFICE SUPPLY INC	WO-138467-3		<u>ADHESIVE NAME BADGE LABELS FOR HR DEPARTMENT, C. MERRITT, AUG. '23-WATER</u>	08/09/2023	12.95	12.95	<u>20-6165 OFFICE SUPPLIES</u>	0	8/23	08/11/2023	
2213	SOUTHWEST OFFICE SUPPLY INC	WO-138467-3		<u>ADHESIVE NAME BADGE LABELS FOR HR DEPARTMENT, C. MERRITT, AUG. '23-SEWER</u>	08/09/2023	12.95	12.95	<u>21-6165 OFFICE SUPPLIES</u>	0	8/23	08/11/2023	
2213	SOUTHWEST OFFICE SUPPLY INC	WO-138467-3		<u>ADHESIVE NAME BADGE LABELS FOR HR DEPARTMENT, C. MERRITT, AUG. '23-PI</u>	08/09/2023	3.53	3.53	<u>25-6165 OFFICE SUPPLIES</u>	0	8/23	08/11/2023	
Total WO-138467-3:						39.24	39.24					
2213	SOUTHWEST OFFICE SUPPLY INC	WO-139299-1	16280	<u>PAPER TOWELS FOR FLEET SHOP, AUG.'23- ADMIN</u>	08/14/2023	39.78	.00	<u>01-6025 JANITORIAL</u>	0	8/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-139299-1		<u>CASE PAPER, MECHANICAL PENCILS, POST-IT NOTES, CITY HALL, AUG.'23- SEWER</u>	08/14/2023	16.70	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	8/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-139299-1	16280	<u>PAPER TOWELS FOR FLEET SHOP, AUG.'23- WATER</u>	08/14/2023	15.91	.00	<u>20-6025 JANITORIAL</u>	0	8/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-139299-1	16280	<u>PAPER TOWELS FOR FLEET SHOP, AUG.'23- SEWER</u>	08/14/2023	15.91	.00	<u>21-6025 JANITORIAL</u>	0	8/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-139299-1	16280	<u>PAPER TOWELS FOR FLEET SHOP, AUG.'23- P.I</u>	08/14/2023	7.95	.00	<u>25-6025 JANITORIAL</u>	0	8/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-139299-1		<u>CASE PAPER, MECHANICAL PENCILS, POST-IT NOTES, CITY HALL, AUG.'23- WATER</u>	08/14/2023	16.70	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	8/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-139299-1		<u>CASE PAPER, MECHANICAL PENCILS, POST- IT NOTES, CITY HALL, AUG.'23- ADMIN</u>	08/14/2023	24.42	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	8/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-139299-1		<u>CASE PAPER, MECHANICAL PENCILS, POST-IT NOTES, CITY HALL, AUG.'23- P.I</u>	08/14/2023	6.43	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	8/23		

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Total WO-139299-1:						143.80	.00					
2213	SOUTHWEST OFFICE SUPPLY INC	WO-140129-1	16348	ADDRESS LABELS-HR. C. MERRITT, AUG. '23- ADMIN	08/21/2023	11.23	.00	01-6165 OFFICE SUPPLIES	0	8/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-140129-1	16348	ADDRESS LABELS-HR. C. MERRITT, AUG. '23- WATER	08/21/2023	14.83	.00	20-6165 OFFICE SUPPLIES	0	8/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-140129-1	16348	ADDRESS LABELS-HR. C. MERRITT, AUG. '23- SEWER	08/21/2023	14.83	.00	21-6165 OFFICE SUPPLIES	0	8/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-140129-1	16348	ADDRESS LABELS-HR. C. MERRITT, AUG. '23- P.I	08/21/2023	4.04	.00	25-6165 OFFICE SUPPLIES	0	8/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-140129-1	16348	DESK TRAYS AND STANDS-BJACKSON, C. MERRITT, AUG. '23- ADMIN	08/21/2023	16.97	.00	01-6165 OFFICE SUPPLIES	0	8/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-140129-1	16348	DESK TRAYS AND STANDS-BJACKSON, C. MERRITT, AUG. '23- WATER	08/21/2023	22.40	.00	20-6165 OFFICE SUPPLIES	0	8/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-140129-1	16348	DESK TRAYS AND STANDS-BJACKSON, C. MERRITT, AUG. '23- SEWER	08/21/2023	22.40	.00	21-6165 OFFICE SUPPLIES	0	8/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-140129-1	16348	DESK TRAYS AND STANDS-BJACKSON, C. MERRITT, AUG. '23- P.I	08/21/2023	6.10	.00	25-6165 OFFICE SUPPLIES	0	8/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-140129-1	16348	POST IT NOTES FOR CITY HALL, C. MERRITT, AUG. '23- ADMIN	08/21/2023	11.91	.00	01-6165 OFFICE SUPPLIES	0	8/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-140129-1	16348	POST IT NOTES FOR CITY HALL, C. MERRITT, AUG. '23- WATER	08/21/2023	8.15	.00	20-6165 OFFICE SUPPLIES	0	8/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-140129-1	16348	POST IT NOTES FOR CITY HALL, C. MERRITT, AUG. '23- SEWER	08/21/2023	8.15	.00	21-6165 OFFICE SUPPLIES	0	8/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-140129-1	16348	POST IT NOTES FOR CITY HALL, C. MERRITT, AUG. '23- P.I	08/21/2023	3.12	.00	25-6165 OFFICE SUPPLIES	0	8/23		

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2213	SOUTHWEST OFFICE SUPPLY INC	WO-140129-1	16348	<u>PAPER TOWELS, TOILET TISSUE, SOAP, CITY HALL, C. MERRITT, AUG. '23- ADMIN</u>	08/21/2023	207.54	.00	<u>01-6025 JANITORIAL</u>	0	8/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-140129-1	16348	<u>PAPER TOWELS, TOILET TISSUE, SOAP, CITY HALL, C. MERRITT, AUG. '23- WATER</u>	08/21/2023	142.00	.00	<u>20-6025 JANITORIAL</u>	0	8/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-140129-1	16348	<u>PAPER TOWELS, TOILET TISSUE, SOAP, CITY HALL, C. MERRITT, AUG. '23- SEWER</u>	08/21/2023	142.00	.00	<u>21-6025 JANITORIAL</u>	0	8/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-140129-1	16348	<u>PAPER TOWELS, TOILET TISSUE, SOAP, CITY HALL, C. MERRITT, AUG. '23- P.I</u>	08/21/2023	54.63	.00	<u>25-6025 JANITORIAL</u>	0	8/23		
Total WO-140129-1:						690.30	.00					
2213	SOUTHWEST OFFICE SUPPLY INC	WO-140129-2	16348	<u>BLACK GARBAGE BAGS FOR CITY HALL, C. MERRITT, AUG. '23- ADMIN</u>	08/23/2023	22.92	.00	<u>01-6025 JANITORIAL</u>	0	8/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-140129-2		<u>BLACK GARBAGE BAGS FOR CITY HALL, C. MERRITT, AUG. '23- WATER</u>	08/23/2023	15.68	.00	<u>20-6025 JANITORIAL</u>	0	8/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-140129-2		<u>BLACK GARBAGE BAGS FOR CITY HALL, C. MERRITT, AUG. '23- SEWER</u>	08/23/2023	15.68	.00	<u>21-6025 JANITORIAL</u>	0	8/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-140129-2		<u>BLACK GARBAGE BAGS FOR CITY HALL, C. MERRITT, AUG. '23- P.I</u>	08/23/2023	6.04	.00	<u>25-6025 JANITORIAL</u>	0	8/23		
Total WO-140129-2:						60.32	.00					
Total SOUTHWEST OFFICE SUPPLY INC:						1,366.90	332.57					
<b>ST. LUKE'S HEALTH SYSTEM</b>												
1441	ST. LUKE'S HEALTH SYSTEM	2629821		<u>EMPLOYEE VACCINATION &amp; IMMUNIZATIONS, ACCT#474610027, FOR J. BOSTON, AUG. 23</u>	08/09/2023	167.47	167.47	<u>21-5950 TEAM BUILDING, ONBOARDING</u>	0	8/23	08/25/2023	

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Total 2629821:						167.47	167.47					
Total ST. LUKE'S HEALTH SYSTEM:						167.47	167.47					
<b>SWANK MOTION PICTURES INC</b>												
1877	SWANK MOTION PICTURES INC	DB 3435108	15454	<u>MOVIES IN THE PARK, APR'23, RAYA AND THE LAST DRAGON, 08/11/23-08/11/23</u>	08/09/2023	480.00	480.00	01-6135 PUBLIC ENTERTAINMENT	1004	8/23	08/18/2023	
Total DB 3435108:						480.00	480.00					
Total SWANK MOTION PICTURES INC:						480.00	480.00					
<b>TACOMA SCREW PRODUCTS, INC</b>												
1768	TACOMA SCREW PRODUCTS, INC	200099413-00	16229	<u>32 BOLTS FOR #1 SCREENWASHER AT HEADWORKS BUILDING, M. NADEAU, AUG. '23</u>	08/04/2023	157.34	.00	21-6150 M & R - SYSTEM	0	8/23		
Total 200099413-00:						157.34	.00					
1768	TACOMA SCREW PRODUCTS, INC	200101254-00	16361	<u>STAINLESS STEEL NIPPLE, ELBOW, SCREW EXTRACTOR FOR MEMBRANE FILTER, M. NADEAU, AUG. '23</u>	08/21/2023	43.68	.00	21-6150 M & R - SYSTEM	0	8/23		
Total 200101254-00:						43.68	.00					
Total TACOMA SCREW PRODUCTS, INC:						201.02	.00					
<b>TATES RENTS, INC.</b>												
59	TATES RENTS, INC.	1762853-12	16222	<u>PIPE PULLER RENTAL FOR ZAMZOWS SPRINKLERS, M WEBB, AUG. '23</u>	08/14/2023	1,028.16	.00	50-6045 CONTINGENCY	1335	8/23		
Total 1762853-12:						1,028.16	.00					
Total TATES RENTS, INC.:						1,028.16	.00					

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<b>TOTAL EQUIP &amp; RENTAL OF CANYON COUNTY</b>												
2112	TOTAL EQUIP & RENTAL OF CANYON COUNTY	P08151	16245	<u>PARTS FOR TOOLCAT FOR PARKS, J.DURHAM, AUG.'23</u>	08/09/2023	1,397.28	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	8/23		
Total P08151:						1,397.28	.00					
2112	TOTAL EQUIP & RENTAL OF CANYON COUNTY	P08164	16268	<u>HYDRAULIC FLUID AND LIGHT KIT FOR TOOLCAT, J.DURHAM, AUG.'23</u>	08/10/2023	170.22	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	8/23		
Total P08164:						170.22	.00					
2112	TOTAL EQUIP & RENTAL OF CANYON COUNTY	P08213	16308	<u>BEARING FOR PARKS TOOLCAT, J. DURHAM, AUG. 23</u>	08/15/2023	596.38	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	8/23		
Total P08213:						596.38	.00					
TOTAL EQUIP & RENTAL OF CANYON COUNTY:						2,163.88	.00					
<b>TREASURE VALLEY COFFEE</b>												
992	TREASURE VALLEY COFFEE	2160:09608376		<u>WATER COOLER RENTAL, CITY HALL, AUG. '23- ADMIN</u>	08/23/2023	7.60	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	8/23		
992	TREASURE VALLEY COFFEE	2160:09608376		<u>WATER COOLER RENTAL, CITY HALL, AUG. '23- WATER</u>	08/23/2023	5.20	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	8/23		
992	TREASURE VALLEY COFFEE	2160:09608376		<u>WATER COOLER RENTAL, CITY HALL, AUG. '23- SEWER</u>	08/23/2023	5.20	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	8/23		
992	TREASURE VALLEY COFFEE	2160:09608376		<u>WATER COOLER RENTAL, CITY HALL, AUG. '23- P.I</u>	08/23/2023	2.00	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	8/23		
Total 2160:09608376:						20.00	.00					
992	TREASURE VALLEY COFFEE	2160:09608382		<u>WATER COOLER RENTAL, PARKS ORCHARD OFFICE, AUG. '23</u>	08/23/2023	20.00	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	8/23		

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Total 2160:09608382:						20.00	.00					
992	TREASURE VALLEY COFFEE	2160:09620970	16288	<u>7 EACH 5 GALLON WATER BOTTLES AND ONE EACH COOLER RENTAL AT THE PARKS SHOP, AUG.'23</u>	08/11/2023	57.90	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	8/23		
Total 2160:09620970:						57.90	.00					
992	TREASURE VALLEY COFFEE	2160:09621004	16218	<u>SQWINCHER STICKS, 7 EACH 5 GALLON WATER BOTTLES, AND ONE COOLER RENTAL, D. CROSSLEY, AUG. '23- WATER</u>	08/11/2023	81.65	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	8/23		
992	TREASURE VALLEY COFFEE	2160:09621004	16218	<u>SQWINCHER STICKS, 7 EACH 5 GALLON WATER BOTTLES, AND ONE COOLER RENTAL, D. CROSSLEY, AUG. '23- SEWER</u>	08/11/2023	81.65	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	8/23		
992	TREASURE VALLEY COFFEE	2160:09621004	16218	<u>SQWINCHER STICKS, 7 EACH 5 GALLON WATER BOTTLES, AND ONE COOLER RENTAL, D. CROSSLEY, AUG. '23- P.I</u>	08/11/2023	31.10	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	8/23		
Total 2160:09621004:						194.40	.00					
992	TREASURE VALLEY COFFEE	2160:09621006	16410	<u>5 EACH 5 GALLON WATER BOTTLES FOR CITY HALL, C. MERRITT, AUG. '23- ADMIN</u>	08/25/2023	12.73	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	8/23		
992	TREASURE VALLEY COFFEE	2160:09621006	16410	<u>5 EACH 5 GALLON WATER BOTTLES FOR CITY HALL, C. MERRITT, AUG. '23- WATER</u>	08/25/2023	8.71	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	8/23		
992	TREASURE VALLEY COFFEE	2160:09621006	16410	<u>5 EACH 5 GALLON WATER BOTTLES FOR CITY HALL, C. MERRITT, AUG. '23- SEWER</u>	08/25/2023	8.71	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	8/23		
992	TREASURE VALLEY COFFEE	2160:09621006	16410	<u>5 EACH 5 GALLON WATER BOTTLES FOR CITY HALL, C. MERRITT, AUG. '23- P.I</u>	08/25/2023	3.35	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	8/23		



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				<u>CROSSLEY, AUG. '23-WATER</u>	08/25/2023	21.15	.00	20-6165 OFFICE SUPPLIES	0	8/23		
992	TREASURE VALLEY COFFEE	2160:09675556	16396	<u>7 EACH 5 GALLON WATER BOTTLES AND 4 12 OZ CANISTERS CREAMER, D. CROSSLEY, AUG. '23- SEWER</u>	08/25/2023	21.15	.00	21-6165 OFFICE SUPPLIES	0	8/23		
992	TREASURE VALLEY COFFEE	2160:09675556	16396	<u>7 EACH 5 GALLON WATER BOTTLES AND 4 12 OZ CANISTERS CREAMER, D. CROSSLEY, AUG. '23- P.I</u>	08/25/2023	8.05	.00	25-6165 OFFICE SUPPLIES	0	8/23		
Total 2160:09675556:						50.35	.00					
Total TREASURE VALLEY COFFEE:						576.30	.00					
<b>TURF EQUIPMENT &amp; IRRIGATION INC</b>												
1969	TURF EQUIPMENT & IRRIGATION INC	3016791-00		<u>CREDIT/RETURN ON INVOICE 3011649-00.</u>	07/25/2023	-100.95	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	8/23		
Total 3016791-00:						-100.95	.00					
1969	TURF EQUIPMENT & IRRIGATION INC	764696-00	16158	<u>O-RINGS, GASKETS, AND FITTINGS FOR PARKS SPRAY RIG, J. DURHAM, JULY '23</u>	08/10/2023	58.96	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	8/23		
Total 764696-00:						58.96	.00					
1969	TURF EQUIPMENT & IRRIGATION INC	764715-00		<u>O-RINGS AND FITTINGS FOR PARKS SPRAY RIG, AUG. '23</u>	08/14/2023	57.47	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	8/23		
Total 764715-00:						57.47	.00					
1969	TURF EQUIPMENT & IRRIGATION INC	764740-00		<u>FITTING ADAPTER FOR PARKS TORO SPRAYER, J. DURHAM, AUG. '23</u>	08/16/2023	69.30	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	8/23		

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Total 764740-00:						69.30	.00					
Total TURF EQUIPMENT & IRRIGATION INC:						84.78	.00					
<b>ULINE INC</b>												
2065	ULINE INC	167027484	16264	<u>2 EACH LOCKOUT/TAG OUT KITS, D.CROSSLEY, AUG.'23- WATER</u>	08/09/2023	336.66	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	8/23		
2065	ULINE INC	167027484	16264	<u>2 EACH LOCKOUT/TAG OUT KITS, D.CROSSLEY, AUG.'23- P.I</u>	08/09/2023	84.16	.00	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	8/23		
Total 167027484:						420.82	.00					
2065	ULINE INC	167675963	16404	<u>3 DRAWER WALNUT FILE CABINET, STORAGE CABINET, MOBILE DESKS, OFFICE PANEL, SHOP TOWELS, RAGS, J. LORENTZ, AUG. '23</u>	08/25/2023	5,536.57	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1323	8/23		
Total 167675963:						5,536.57	.00					
Total ULINE INC:						5,957.39	.00					
<b>ULTIMATE HEATING &amp; AIR, INC.</b>												
1538	ULTIMATE HEATING & AIR, INC.	23004373		<u>DIAGNOSTIC OF SYSTEM FAILURE AT WELL HOUSE #05, AUG. '23</u>	08/01/2023	99.00	99.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	8/23	08/25/2023	
Total 23004373:						99.00	99.00					
1538	ULTIMATE HEATING & AIR, INC.	23-12300302	16342	<u>REPLACE AC UNIT AT CRIMSON POINT LIFT STATION, T. FLEMING, AUG. '23</u>	07/14/2023	14,495.49	14,495.49	<u>21-6020 CAPITAL IMPROVEMENTS</u>	0	8/23	08/18/2023	
Total 23-12300302:						14,495.49	14,495.49					

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Total ULTIMATE HEATING & AIR, INC.:						14,594.49	14,594.49					
<b>UNITED SITE SERVICES OF NEVADA INC</b>												
2124	UNITED SITE SERVICES OF NEVADA INC	114-13675567		<u>ADA WHEELCHAIR AND STANDARD PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 08/22-09/18/23- ECON VILLAGE</u>	08/23/2023	272.00	272.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	0	8/23	08/25/2023	
Total 114-13675567:						272.00	272.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-01956671		<u>ADA PORTABLE RESTROOM RENTAL, WEEKLY SERVICE 07/17-08/13/23, WINCHESTER PARK/ SUTTERS MILL</u>	08/20/2023	197.40	197.40	<u>01-6212 RENT-EQUIPMENT</u>	1004	8/23	08/25/2023	
Total INV-01956671:						197.40	197.40					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-01956744		<u>ADA PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 07/17-08/13/23, SADIE CREEK PARK</u>	08/20/2023	197.40	197.40	<u>01-6212 RENT-EQUIPMENT</u>	1004	8/23	08/25/2023	
Total INV-01956744:						197.40	197.40					
Total UNITED SITE SERVICES OF NEVADA INC:						666.80	666.80					
<b>UNIVAR SOLUTIONS USA, INC.</b>												
1410	UNIVAR SOLUTIONS USA, INC.	51367428	16184	<u>4 PALLETS CHLORINE FOR FARM, M. NADEAU, JULY. 23</u>	08/04/2023	17,452.80	.00	<u>21-6151 M &amp; R - PROCESS CHEMICALS</u>	0	8/23		
Total 51367428:						17,452.80	.00					
1410	UNIVAR SOLUTIONS USA, INC.	51391675	16232	<u>46,520 LBS ALUM, M. NADEAU, AUG. '23</u>	08/14/2023	11,946.34	.00	<u>21-6151 M &amp; R - PROCESS CHEMICALS</u>	0	8/23		
Total 51391675:						11,946.34	.00					

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1410	UNIVAR SOLUTIONS USA, INC.	51396970	16293	<u>2 CONTAINERS HYPO CHLORIDE, M.NADEAU, AUG.'23</u>	08/16/2023	2,838.00	.00	<u>21-6151 M &amp; R - PROCESS CHEMICALS</u>	0	8/23		
1410	UNIVAR SOLUTIONS USA, INC.	51396970		<u>CONTAINER DEPOSIT (2), M MADEAU, AUG. '23</u>	08/16/2023	1,400.00	.00	<u>21-6097 DEPOSITS ON ACCOUNT</u>	0	8/23		
Total 51396970:						4,238.00	.00					
1410	UNIVAR SOLUTIONS USA, INC.	97779237		<u>REFUND/CREDIT CONTAINER DEPOSIT, AUG. '23</u>	08/17/2023	-700.00	.00	<u>21-6097 DEPOSITS ON ACCOUNT</u>	0	8/23		
Total 97779237:						-700.00	.00					
Total UNIVAR SOLUTIONS USA, INC.:						32,937.14	.00					
<b>UTILITY REFUND #16</b>												
2231	UTILITY REFUND #16	121840.03		<u>ERIC OLSON, 1649 W SEGO PRARIE ST. UTILITY REFUND</u>	08/15/2023	4.99	.00	<u>20-4500 METERED WATER SALES</u>	0	8/23		
2231	UTILITY REFUND #16	121840.03		<u>ERIC OLSON, 1649 W SEGO PRARIE ST. UTILITY REFUND</u>	08/15/2023	4.87	.00	<u>21-4600 SEWER USER FEES</u>	0	8/23		
2231	UTILITY REFUND #16	121840.03		<u>ERIC OLSON, 1649 W SEGO PRARIE ST. UTILITY REFUND</u>	08/15/2023	6.02	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/23		
Total 121840.03:						15.88	.00					
2231	UTILITY REFUND #16	142029.00		<u>HATHAWAY HOMES, 843 E ODYSSEY ST. UTILITY REFUND</u>	07/17/2023	65.83	.00	<u>20-4500 METERED WATER SALES</u>	0	8/23		
2231	UTILITY REFUND #16	142029.00		<u>HATHAWAY HOMES, 843 E ODYSSEY ST. UTILITY REFUND</u>	07/17/2023	61.76	.00	<u>21-4600 SEWER USER FEES</u>	0	8/23		
Total 142029.00:						127.59	.00					
2231	UTILITY REFUND #16	174208.02		<u>KARLYNE R MORAWE, 1500 W ATACAMA DR. UTILITY REFUND</u>	08/15/2023	122.85	.00	<u>20-4500 METERED WATER SALES</u>	0	8/23		

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2231	UTILITY REFUND #16	174208.02		<u>KARLYNE R MORAWE, 1500 W ATACAMA DR, UTILITY REFUND</u>	08/15/2023	44.61	.00	21-4600_SEWER USER FEES	0	8/23		
2231	UTILITY REFUND #16	174208.02		<u>KARLYNE R MORAWE, 1500 W ATACAMA DR, UTILITY REFUND</u>	08/15/2023	30.70	.00	26-4975_SOLID WASTE USER FEES	0	8/23		
Total 174208.02:						198.16	.00					
2231	UTILITY REFUND #16	182110.02		<u>JAMIE BRAUN, 1688 N KLEMMER AVE, UTILITY REFUND</u>	08/15/2023	40.03	.00	20-4500_METERED WATER SALES	0	8/23		
2231	UTILITY REFUND #16	182110.02		<u>JAMIE BRAUN, 1688 N KLEMMER AVE, UTILITY REFUND</u>	08/15/2023	47.39	.00	21-4600_SEWER USER FEES	0	8/23		
2231	UTILITY REFUND #16	182110.02		<u>JAMIE BRAUN, 1688 N KLEMMER AVE, UTILITY REFUND</u>	08/15/2023	31.37	.00	26-4975_SOLID WASTE USER FEES	0	8/23		
Total 182110.02:						118.79	.00					
2231	UTILITY REFUND #16	20780.02		<u>AARON POOT, 152 E MORRIS CT, UTILITY REFUND</u>	08/22/2023	-5.45	.00	20-4500_METERED WATER SALES	0	8/23		
2231	UTILITY REFUND #16	20780.02		<u>AARON POOT, 152 E MORRIS CT, UTILITY REFUND</u>	08/22/2023	12.57	.00	21-4600_SEWER USER FEES	0	8/23		
2231	UTILITY REFUND #16	20780.02		<u>AARON POOT, 152 E MORRIS CT, UTILITY REFUND</u>	08/22/2023	8.71	.00	26-4975_SOLID WASTE USER FEES	0	8/23		
Total 20780.02:						15.83	.00					
2231	UTILITY REFUND #16	230710.03		<u>MICHAEL BRUDERER, 432 S WILLOW TREE AVE, UTILITY REFUND</u>	08/22/2023	1.77	.00	20-4500_METERED WATER SALES	0	8/23		
2231	UTILITY REFUND #16	230710.03		<u>MICHAEL BRUDERER, 432 S WILLOW TREE AVE, UTILITY REFUND</u>	08/22/2023	2.45	.00	21-4600_SEWER USER FEES	0	8/23		

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2231	UTILITY REFUND #16	230710.03		<u>MICHAEL BRUDERER, 432 S WILLOW TREE AVE, UTILITY REFUND</u>	08/22/2023	1.48	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/23		
Total 230710.03:						5.70	.00					
2231	UTILITY REFUND #16	242043.00		<u>TRESIDIO HOMES, 205 S SUNNIVA AVE, UTILITY REFUND</u>	07/21/2023	47.24	.00	<u>20-4500 METERED WATER SALES</u>	0	8/23		
2231	UTILITY REFUND #16	242043.00		<u>TRESIDIO HOMES, 205 S SUNNIVA AVE, UTILITY REFUND</u>	07/21/2023	38.03	.00	<u>21-4600 SEWER USER FEES</u>	0	8/23		
Total 242043.00:						85.27	.00					
2231	UTILITY REFUND #16	242058.00		<u>STERLING HOMES, 1871 E MARISOL ST, UTILITY REFUND</u>	07/20/2023	81.76	.00	<u>20-4500 METERED WATER SALES</u>	0	8/23		
2231	UTILITY REFUND #16	242058.00		<u>STERLING HOMES, 1871 E MARISOL ST, UTILITY REFUND</u>	07/20/2023	72.49	.00	<u>21-4600 SEWER USER FEES</u>	0	8/23		
Total 242058.00:						154.25	.00					
2231	UTILITY REFUND #16	256008.01		<u>MELBA VALLEY PROPERTIES LLC, 845 W BACKPACK LN, UTILITY REFUND</u>	08/22/2023	84.89	.00	<u>20-4500 METERED WATER SALES</u>	0	8/23		
2231	UTILITY REFUND #16	256008.01		<u>MELBA VALLEY PROPERTIES LLC, 845 W BACKPACK LN, UTILITY REFUND</u>	08/22/2023	96.05	.00	<u>21-4600 SEWER USER FEES</u>	0	8/23		
Total 256008.01:						180.94	.00					
2231	UTILITY REFUND #16	256011.01		<u>MELBA VALLEY PROPERTIES LLC, 749 W BACKPACK LN, UTILITY REFUND</u>	08/22/2023	159.63	.00	<u>20-4500 METERED WATER SALES</u>	0	8/23		
2231	UTILITY REFUND #16	256011.01		<u>MELBA VALLEY PROPERTIES LLC, 749 W BACKPACK LN, UTILITY REFUND</u>	08/22/2023	201.07	.00	<u>21-4600 SEWER USER FEES</u>	0	8/23		

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Total 256011.01:						360.70	.00					
2231	UTILITY REFUND #16	268002.02		<u>KENNETH L JOHNSON, 1785 N THISTLE DR, UTILITY REFUND</u>	08/21/2023	27.39	.00	<u>20-4500 METERED WATER SALES</u>	0	8/23		
2231	UTILITY REFUND #16	268002.02		<u>KENNETH L JOHNSON, 1785 N THISTLE DR, UTILITY REFUND</u>	08/21/2023	29.73	.00	<u>21-4600 SEWER USER FEES</u>	0	8/23		
2231	UTILITY REFUND #16	268002.02		<u>KENNETH L JOHNSON, 1785 N THISTLE DR, UTILITY REFUND</u>	08/21/2023	21.78	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/23		
Total 268002.02:						78.90	.00					
2231	UTILITY REFUND #16	277738.00		<u>CBH, 741 W TANZANITE DR, UTILITY REFUND</u>	07/19/2023	48.88	.00	<u>20-4500 METERED WATER SALES</u>	0	8/23		
2231	UTILITY REFUND #16	277738.00		<u>CBH, 741 W TANZANITE DR, UTILITY REFUND</u>	07/19/2023	29.27	.00	<u>21-4600 SEWER USER FEES</u>	0	8/23		
Total 277738.00:						78.15	.00					
2231	UTILITY REFUND #16	281063.01		<u>KEVIN SANASSARIAN, 1310 W WINSETT ST, UTILITY REFUND</u>	08/15/2023	70.50	.00	<u>20-4500 METERED WATER SALES</u>	0	8/23		
2231	UTILITY REFUND #16	281063.01		<u>KEVIN SANASSARIAN, 1310 W WINSETT ST, UTILITY REFUND</u>	08/15/2023	83.85	.00	<u>21-4600 SEWER USER FEES</u>	0	8/23		
2231	UTILITY REFUND #16	281063.01		<u>KEVIN SANASSARIAN, 1310 W WINSETT ST, UTILITY REFUND</u>	08/15/2023	53.05	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/23		
Total 281063.01:						207.40	.00					
2231	UTILITY REFUND #16	281087.01		<u>BRENT J ALLEN, 2257 N KLEMMER AVE, UTILITY REFUND</u>	08/18/2023	38.04	.00	<u>20-4500 METERED WATER SALES</u>	0	8/23		
2231	UTILITY REFUND #16	281087.01		<u>BRENT J ALLEN, 2257 N KLEMMER AVE, UTILITY REFUND</u>	08/18/2023	42.12	.00	<u>21-4600 SEWER USER FEES</u>	0	8/23		





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				<u>REFUND</u>	08/21/2023	8.94	.00	<u>20-4500 METERED WATER SALES</u>	0	8/23		
2231	UTILITY REFUND #16	32100.01		<u>MARTIN JOHN PETERSON, 1047 W ASHWOOD CT. UTILITY REFUND</u>	08/21/2023	5.25	.00	<u>21-4600 SEWER USER FEES</u>	0	8/23		
2231	UTILITY REFUND #16	32100.01		<u>MARTIN JOHN PETERSON, 1047 W ASHWOOD CT. UTILITY REFUND</u>	08/21/2023	2.22	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/23		
Total 32100.01:						16.41	.00					
2231	UTILITY REFUND #16	341124.00		<u>CBH, 3540 W EARLY LIGHT DR, UTILITY REFUND</u>	07/19/2023	92.14	.00	<u>20-4500 METERED WATER SALES</u>	0	8/23		
2231	UTILITY REFUND #16	341124.00		<u>CBH, 3540 W EARLY LIGHT DR, UTILITY REFUND</u>	07/19/2023	34.81	.00	<u>21-4600 SEWER USER FEES</u>	0	8/23		
Total 341124.00:						126.95	.00					
2231	UTILITY REFUND #16	341126.00		<u>CBH, 3488 W EARLY LIGHT DR, UTILITY REFUND</u>	07/19/2023	58.59	.00	<u>20-4500 METERED WATER SALES</u>	0	8/23		
2231	UTILITY REFUND #16	341126.00		<u>CBH, 3488 W EARLY LIGHT DR, UTILITY REFUND</u>	07/19/2023	33.86	.00	<u>21-4600 SEWER USER FEES</u>	0	8/23		
Total 341126.00:						92.45	.00					
2231	UTILITY REFUND #16	360150.00		<u>SHEA HOMES, 11947 W ARTILLERY LN. UTILITY REFUND</u>	07/20/2023	19.68	.00	<u>20-4500 METERED WATER SALES</u>	0	8/23		
2231	UTILITY REFUND #16	360150.00		<u>SHEA HOMES, 11947 W ARTILLERY LN. UTILITY REFUND</u>	07/20/2023	40.81	.00	<u>21-4600 SEWER USER FEES</u>	0	8/23		
Total 360150.00:						60.49	.00					
2231	UTILITY REFUND #16	360152.00		<u>SHEA HOMES, 11915 W ARTILLERY LN. UTILITY REFUND</u>	07/19/2023	20.88	.00	<u>20-4500 METERED WATER SALES</u>	0	8/23		



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				<u>REFUND</u>	07/19/2023	16.68	.00	<u>20-4500_METERED WATER SALES</u>	0	8/23		
2231	UTILITY REFUND #16	361600.00		<u>TH CONSTRUCTION LLC, 11917 W ZAMALEK CT, UTILITY REFUND</u>	07/19/2023	34.61	.00	<u>21-4600_SEWER USER FEES</u>	0	8/23		
Total 361600.00:						51.29	.00					
2231	UTILITY REFUND #16	40340.03		<u>KASEY FRENCH, 711 N MARTEESON AVE, UTILITY REFUND</u>	08/15/2023	42.73	.00	<u>20-4500_METERED WATER SALES</u>	0	8/23		
2231	UTILITY REFUND #16	40340.03		<u>KASEY FRENCH, 711 N MARTEESON AVE, UTILITY REFUND</u>	08/15/2023	59.04	.00	<u>21-4600_SEWER USER FEES</u>	0	8/23		
2231	UTILITY REFUND #16	40340.03		<u>KASEY FRENCH, 711 N MARTEESON AVE, UTILITY REFUND</u>	08/15/2023	42.19	.00	<u>26-4975_SOLID WASTE USER FEES</u>	0	8/23		
Total 40340.03:						143.96	.00					
2231	UTILITY REFUND #16	92070.01		<u>MATTHEW BRIAN RAWLES, 1427 N ANTIMONY PL, UTILITY REFUND</u>	08/22/2023	32.79	.00	<u>20-4500_METERED WATER SALES</u>	0	8/23		
2231	UTILITY REFUND #16	92070.01		<u>MATTHEW BRIAN RAWLES, 1427 N ANTIMONY PL, UTILITY REFUND</u>	08/22/2023	35.88	.00	<u>21-4600_SEWER USER FEES</u>	0	8/23		
2231	UTILITY REFUND #16	92070.01		<u>MATTHEW BRIAN RAWLES, 1427 N ANTIMONY PL, UTILITY REFUND</u>	08/22/2023	30.58	.00	<u>26-4975_SOLID WASTE USER FEES</u>	0	8/23		
Total 92070.01:						99.25	.00					
Total UTILITY REFUND #16:						3,668.78	.00					
<b>VERIZON WIRELESS</b>												
1575	VERIZON WIRELESS	9940938355		<u>TABLET SERVICES FOR 07/02-08/01/23- ADMIN</u>	08/01/2023	48.86	48.86	<u>01-6255 TELEPHONE</u>	0	8/23	08/18/2023	

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1575	VERIZON WIRELESS	9940938355		<u>TABLET SERVICES FOR 07/02-08/01/23- P&amp;Z</u>	08/01/2023	156.34	156.34	<u>01-6255 TELEPHONE</u>	1003	8/23	08/18/2023	
1575	VERIZON WIRELESS	9940938355		<u>TABLET SERVICES FOR 07/02-08/01/23- PARKS</u>	08/01/2023	60.58	60.58	<u>01-6255 TELEPHONE</u>	1004	8/23	08/18/2023	
1575	VERIZON WIRELESS	9940938355		<u>TABLET SERVICES FOR 07/02-08/01/23- BUILDING INSPECTOR</u>	08/01/2023	121.17	121.17	<u>01-6255 TELEPHONE</u>	1005	8/23	08/18/2023	
1575	VERIZON WIRELESS	9940938355		<u>TABLET SERVICES FOR 07/02-08/01/23- WATER</u>	08/01/2023	196.21	196.21	<u>20-6255 TELEPHONE EXPENSE</u>	0	8/23	08/18/2023	
1575	VERIZON WIRELESS	9940938355		<u>TABLET SERVICES FOR 07/02-08/01/23- SEWER</u>	08/01/2023	258.75	258.75	<u>21-6255 TELEPHONE EXPENSE</u>	0	8/23	08/18/2023	
1575	VERIZON WIRELESS	9940938355		<u>TABLET SERVICES FOR 07/02-08/01/23- ECONOMIC DEVELOPMENT</u>	08/01/2023	39.09	39.09	<u>01-6255 TELEPHONE</u>	4000	8/23	08/18/2023	
1575	VERIZON WIRELESS	9940938355		<u>TABLET SERVICES FOR 07/02-08/01/23- P.I</u>	08/01/2023	57.06	57.06	<u>25-6255 TELEPHONE EXPENSE</u>	0	8/23	08/18/2023	
Total 9940938355:						938.06	938.06					
1575	VERIZON WIRELESS	9940938356		<u>CELL SERVICE FOR 07/02-08/01/23- ADMIN</u>	08/01/2023	31.78	31.78	<u>01-6255 TELEPHONE</u>	0	8/23	08/18/2023	
1575	VERIZON WIRELESS	9940938356		<u>CELL SERVICE FOR 07/02-08/01/23-P&amp;Z</u>	08/01/2023	5.48	5.48	<u>01-6255 TELEPHONE</u>	1003	8/23	08/18/2023	
1575	VERIZON WIRELESS	9940938356		<u>CELL SERVICE FOR 07/02-08/01/23- PARKS</u>	08/01/2023	210.44	210.44	<u>01-6255 TELEPHONE</u>	1004	8/23	08/18/2023	
1575	VERIZON WIRELESS	9940938356		<u>CELL SERVICE FOR 07/02-08/01/23- WATER</u>	08/01/2023	132.05	132.05	<u>20-6255 TELEPHONE EXPENSE</u>	0	8/23	08/18/2023	
1575	VERIZON WIRELESS	9940938356		<u>CELL SERVICE FOR 07/02-08/01/23- SEWER</u>	08/01/2023	175.89	175.89	<u>21-6255 TELEPHONE EXPENSE</u>	0	8/23	08/18/2023	

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1575	VERIZON WIRELESS	9940938356		<u>CELL SERVICE FOR 07/02-08/01/23- P.I</u>	08/01/2023	36.21	36.21	<u>25-6255 TELEPHONE EXPENSE</u>	0	8/23	08/18/2023	
1575	VERIZON WIRELESS	9940938356		<u>CELL SERVICE FOR 07/02-08/01/23- ECONOMIC DEVELOPMENT</u>	08/01/2023	21.92	21.92	<u>01-6255 TELEPHONE</u>	4000	8/23	08/18/2023	
Total 9940938356:						613.77	613.77					
1575	VERIZON WIRELESS	9940938357		<u>CELL SERVICE FOR 07/02-08/23 - ADMIN</u>	08/01/2023	33.52	33.52	<u>01-6255 TELEPHONE</u>	0	8/23	08/18/2023	
1575	VERIZON WIRELESS	9940938357		<u>CELL SERVICE FOR 07/02-08/23 - P&amp;Z</u>	08/01/2023	13.17	13.17	<u>01-6255 TELEPHONE</u>	1003	8/23	08/18/2023	
1575	VERIZON WIRELESS	9940938357		<u>CELL SERVICE FOR 07/02-08/23 - PARKS</u>	08/01/2023	96.59	96.59	<u>01-6255 TELEPHONE</u>	1004	8/23	08/18/2023	
1575	VERIZON WIRELESS	9940938357		<u>CELL SERVICE FOR 07/02-08/23 - BUILDING INSPECTOR</u>	08/01/2023	14.64	14.64	<u>01-6255 TELEPHONE</u>	1005	8/23	08/18/2023	
1575	VERIZON WIRELESS	9940938357		<u>CELL SERVICE FOR 07/02-08/23 - WATER</u>	08/01/2023	78.49	78.49	<u>20-6255 TELEPHONE EXPENSE</u>	0	8/23	08/18/2023	
1575	VERIZON WIRELESS	9940938357		<u>CELL SERVICE FOR 07/02-08/23 - SEWER</u>	08/01/2023	122.40	122.40	<u>21-6255 TELEPHONE EXPENSE</u>	0	8/23	08/18/2023	
1575	VERIZON WIRELESS	9940938357		<u>CELL SERVICE FOR 07/02-08/23 - P.I</u>	08/01/2023	21.71	21.71	<u>25-6255 TELEPHONE EXPENSE</u>	0	8/23	08/18/2023	
Total 9940938357:						380.52	380.52					
Total VERIZON WIRELESS:						1,932.35	1,932.35					
<b>VICTORY GREENS</b>												
364	VICTORY GREENS	730653	16200	<u>6 YARDS PLAYGROUND SAND FOR MUD RUN. J. PEREZ. AUG'23</u>	08/02/2023	125.70	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	8/23		

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 730653:						125.70	.00					
Total VICTORY GREENS:						125.70	.00					
<b>WESTERN STATES EQUIPMENT CO.</b>												
98	WESTERN STATES EQUIPMENT CO.	IN002477816		<u>BATTERY REPLACEMENT AT CRIMSON POINT LIFT STATION, JULY '23</u>	07/31/2023	428.57	428.57	<u>21-6150 M &amp; R - SYSTEM</u>	0	8/23	08/18/2023	
Total IN002477816:						428.57	428.57					
98	WESTERN STATES EQUIPMENT CO.	IN002489854	16250	<u>PARTS FOR FLEET CAT EQUIPMENT, J. DURHAM, AUG. '23- ADMIN</u>	08/09/2023	250.94	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	0	8/23		
98	WESTERN STATES EQUIPMENT CO.	IN002489854	16250	<u>PARTS FOR FLEET CAT EQUIPMENT, J. DURHAM, AUG. '23- WATER</u>	08/09/2023	100.38	.00	<u>20-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	8/23		
98	WESTERN STATES EQUIPMENT CO.	IN002489854	16250	<u>PARTS FOR FLEET CAT EQUIPMENT, J. DURHAM, AUG. '23- SEWER</u>	08/09/2023	100.38	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	8/23		
98	WESTERN STATES EQUIPMENT CO.	IN002489854	16250	<u>PARTS FOR FLEET CAT EQUIPMENT, J. DURHAM, AUG. '23- P.I</u>	08/09/2023	50.18	.00	<u>25-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	8/23		
Total IN002489854:						501.88	.00					
Total WESTERN STATES EQUIPMENT CO.:						930.45	428.57					
<b>WHITE, PETERSON, GIGRAY, &amp; NICHOLS P.A.</b>												
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	WPGN073120		<u>LEGAL SERVICES FOR JULY. '23 -SEWER</u>	07/31/2023	2,754.00	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1299	8/23		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	WPGN073120		<u>LEGAL SERVICES FOR JULY. '23 -ECONOMIC DEVELOPMENT</u>	07/31/2023	270.00	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	4000	8/23		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	WPGN073120		<u>LEGAL SERVICES FOR JULY. '23 -ADMIN</u>	07/31/2023	1,242.00	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	0	8/23		

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
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	WPGN073120		<u>LEGAL SERVICES FOR JULY. '23 -P&amp;Z</u>	07/31/2023	5,032.83	.00	01-6202 PROFESSIONAL SERVICES	1003	8/23		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	WPGN073120		<u>LEGAL SERVICES FOR JULY. '23 -ECONOMIC DEVELOPMENT</u>	07/31/2023	216.00	.00	01-6202 PROFESSIONAL SERVICES	4000	8/23		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	WPGN073120		<u>LEGAL SERVICES FOR JULY. '23 -ADMIN</u>	07/31/2023	4,315.50	.00	01-6202 PROFESSIONAL SERVICES	0	8/23		
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	WPGN073120		<u>LEGAL SERVICES FOR JULY. '23 -SEWER</u>	07/31/2023	342.00	.00	21-6202 PROFESSIONAL SERVICES	0	8/23		
Total WPGN07312023:						14,172.33	.00					
Total WHITE, PETERSON, GIGRAY, & NICHOLS P.A.:						14,172.33	.00					
<b>WITZY PAINTING &amp; DECORATION LLC</b>												
2245	WITZY PAINTING & DECORATION LLC	209013	16195	<u>PAINTING FOR CEDAR WELL, S. HOWELL, AUG. '23</u>	08/03/2023	2,800.00	.00	20-6150 M & R - SYSTEM	0	8/23		
Total 209013:						2,800.00	.00					
2245	WITZY PAINTING & DECORATION LLC	209014	16195	<u>PAINTING FOR DANSKIN WELL, S. HOWELL, AUG. '23</u>	08/03/2023	1,500.00	.00	20-6150 M & R - SYSTEM	0	8/23		
Total 209014:						1,500.00	.00					
Total WITZY PAINTING & DECORATION LLC:						4,300.00	.00					
<b>ZAMZOWS</b>												
66	ZAMZOWS	394162736		<u>FUEL FOR PLANT FORK LIFT, J. BOSTON,</u>	06/29/2023	54.44	.00	21-6300 FUEL	0	8/23		
Total 394162736:						54.44	.00					
Total ZAMZOWS:						54.44	.00					

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Grand Totals:						<u>4,909,499.59</u>	<u>783,184.18</u>					

Dated: \_\_\_\_\_

Mayor: \_\_\_\_\_

City Council: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

City Treasurer: \_\_\_\_\_

Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

**BEFORE THE COMMISSION  
OF THE CITY OF KUNA**

IN THE MATTER OF THE APPLICATIONS OF ) **Case No. 22-11-AN (Annexation) and**  
 ) **22-05-LS (Lot Split)**  
 )  
**GREG MCPHERSON** )  
 )  
 ) **FINDINGS OF FACT, CONCLUSIONS**  
*For 1597 S Forrey Road & 1920 W King* ) **OF LAW AND ORDER OF DECISION**  
*Road.* ) **FOR ANNEXATION AND LOT SPLITS**

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THESE MATTERS came before the Council for public hearing on August 15, 2023, for the receipt and consideration by the Council of these Findings of Fact, Conclusions of Law, and Order of Decision for the above referenced application. The Council does now hereby make and set forth the Record of Proceedings, and these Findings of Fact, Conclusions of Law, and Order of Decisions.

**I  
EXHIBIT LIST**

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

**1.1 Exhibits:**

<i><b>DESCRIPTION OF EVIDENCE</b></i>	Withdrawn	Refused	Admitted
<a href="#">1.1 STAFF MEMO.pdf</a>			X
<a href="#">1.2 PZ FCOs SIGNED.pdf</a>			X
<a href="#">1.3 SIGN UP SHEETS COMMISSION.pdf</a>			X
<a href="#">1.4 COMMISSION MINUTES 05.23.2023.pdf</a>			X
<a href="#">2.1 P&amp;Z APPLICATION COVERSHEET.pdf</a>			X
<a href="#">2.2 ANNEXATION APPLICATION.pdf</a>			X
<a href="#">2.3 LOT SPLIT APPLICATION.pdf</a>			X
<a href="#">2.4 NARRATIVE.pdf</a>			X
<a href="#">2.5 VICINTIY MAP.pdf</a>			X
<a href="#">2.6 LEGAL DESCRIPTION OVERALL.pdf</a>			X
<a href="#">2.7 LEGAL DESCRIPTION LOT SPLITS.pdf</a>			X
<a href="#">2.8 AFFIDAVITS OF LEGAL INTEREST.pdf</a>			X
<a href="#">2.9 DEED - SWANSON.pdf</a>			X
<a href="#">2.10 DEED - WEEKES.pdf</a>			X
<a href="#">2.11 NEIGHBORHOOD MEETING CERTIFICATION.pdf</a>			X
<a href="#">2.12 COMMITMENT TO PROPERTY POSTING.pdf</a>			X
<a href="#">2.13 PROPOSED LOT SPLITS.pdf</a>			X
<a href="#">2.14 AGENCY REQUEST FOR COMMENTS.pdf</a>			X
<a href="#">2.15 PUBLIC WORKS.pdf</a>			X

<a href="#">2.16 ADA COUNTY HIGHWAY DISTRICT.pdf</a>			X
<a href="#">2.17 BOISE PROJECT BOARD OF CONTROL.pdf</a>			X
<a href="#">2.18 CENTRAL DISTRICT HEALTH.pdf</a>			X
<a href="#">2.19 DEPARTMENT OF ENVIRONMENTAL QUALITY.pdf</a>			X
<a href="#">2.20 NAMPA MERIDIAN IRRIGATION DISTRICT.pdf</a>			X
<a href="#">2.21 P&amp;Z KMN PROOF OF PUBLISHING.pdf</a>			X
<a href="#">2.22 P&amp;Z 300 FOOT LEGAL MAILER NOTICE.pdf</a>			X
<a href="#">2.23 PROOF OF PROPERTY POSTING.pdf</a>			X
<a href="#">2.24 P&amp;Z WEBSITE NOTICE 4.25.23.pdf</a>			X
<a href="#">2.25 PROOF OF KMN PUBLISH.pdf</a>			X
<a href="#">2.26 PROOF OF LEGAL NOTICE MAILER.pdf</a>			X
<a href="#">2.27 PROOF OF POSTING.pdf</a>			X
<a href="#">2.28 WEBSITE PUBLISHING CC 7.26.23.pdf</a>			X

**1.2 Hearings:** The Council heard this on August 15, 2023. The FCO’s have been requested to go before the Council on September 5, 2023.

**1.3 Witness Testimony:** Those who testified at the Council’s August 15, 2023, hearing are as follows, to-wit:

- A.** City Staff:  
Troy Behunin, Senior Planner
- B.** Appearing for the Applicant:  
None
- C.** Appearing in Favor:  
None
- D.** Appearing Neutral:  
None
- E.** Appearing in Opposition:  
None

**II  
DECISION**

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

**III  
FINDINGS OF FACT**

**3.1 Findings Regarding Notice**

- A.** Notice has been given in accordance with Kuna City Code and Idaho Statutes.
- B.** Notice was published for the August 15, 2023, hearing on the request for Annexation in the Kuna Melba News, the official City of Kuna newspaper, which has general circulation within the

boundaries of the city, Ada and Canyon County, on July 19, 2023. Notice was also published on the City of Kuna website July 26, 2023.

- C. Notice for the August 15, 2023, hearing containing the legal description of the property proposed to be Annexed was mailed to all known and affected property owners within 300-ft of the boundaries of the area described in the application on July 19, 2023.
- D. Notice for the August 15, 2023, hearing was posted on a sign in accordance with [Kuna City Code \(KCC\) 5-1A-8](#) on August 3, 2023. A Proof of Property Posting Form was provided to staff on August 3, 2023.

**3.2 Findings Regarding Annexation and Lot Splits**

- A. The subject site is located in unincorporated Ada County and touches City limits on the east side and is currently zoned Rural Residential (RR) and Rural Urban Transition (RUT) and has historically been used for two separate single-family residences and small agriculture purposes
- B. The land proposed for Annexation is comprised of two (2) parcels totaling approximately 13.92 acres. The parcel are as follows:

Owner	Parcel No.	Size	Current Zone
Johnny & Valdeen Swanson	R7321000501	7.62 acres	RR (Rural Residential)
Steven & Margaret Weekes	R8372000050	6.30 acres	RUR (Rural Urban Transition)

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

<b>North</b>	RUT	Rural Urban Transition – Ada County
<b>South</b>	RR	Rural Residential – Ada County
<b>East</b>	A	Agriculture – Kuna City
	RUT	Rural Urban Transition – Ada County
	RR	Rural Residential – Ada County
<b>West</b>	RUT	Rural Urban Transition – Ada County

- D. Have the public notice requirements been met and the Neighborhood Meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances?
  - 1. The Applicant held a Neighborhood Meeting August 7, 2022 (0 Attendees) attended the meeting in accordance with I.C. and KCC. (+)
  - 2. Neighborhood Notices were mailed out to residents within 300-feet of the proposed project site on July 19, 2023, and a legal notice was published in the Kuna Melba Newspaper on July 19, 2023, in accordance with I.C. and KCC. (+)
  - 3. The Applicant posted a sign on the property on August 3, 2023. (+)
- E. Based on the evidence presented does the application generally comply with Kuna City Code (KCC)?
  - 1. The Applicant has submitted a complete application, and following staff review for compliance, the application appears to be in general compliance with the objectives and considerations listed in Kuna City Code Title 5 and Title 6, and is supported by the Public Works Department. (+)

- F.** Based on the evidence presented, does the application generally comply with the Comprehensive Plan?
1. The Comprehensive Plan designates the property as Low Density Residential, the proposed zoning district is R-2. (+)
  2. The proposal includes additional housing types and sizes and promotes large lot variety and desirable neighborhoods. (+)
- G.** Can the availability of existing and proposed public services accommodate the proposed development?
1. ACHD requires no mitigation improvements to serve the development. (+)
  2. ITD requires no mitigation improvements to serve the development. (+)
  3. Kuna School District requires no mitigation improvements to serve the development. (+)
  4. Kuna Rural Fire District requires no mitigation improvements to serve the development. (+)
- H.** Does the public have the financial capability to provide supporting services to the proposed development?
1. Through development of the project and beyond, connection fees, impact fees (Fire, Police, Park and Ada County Highway District), and property taxes will be collected. (+)
- I.** Does the proposed project consider the health and safety of the public and the surrounding area's environment?
1. Connection to City services, as well as other public improvements such as streetlights, fire hydrants, sidewalks, etc. will be implemented as a part of any future development. (+)
  2. No major wildlife habitats will be impacted by the proposed development. (+)
- J.** Does the site landscaping meet the intent of the landscape Ordinance?
1. As this proposal is not a subdivision request, there is no required landscaping. (+)
- K.** Does the proposed application constitute orderly development?
1. The proposed subject site is located adjacent to Kuna City Limits. (+)
  2. Subdivisions are under active construction to the northwest and northeast of the subject site. (+)
- L.** The Applicant and/or Owner of the property have the right to request a written regulatory taking analysis.

Pursuant to [Idaho Code 67-8003](#), the Owner of private property that is subject of such action may submit a written request for a regulatory taking analysis with the City Clerk, not more than twenty-eight (28) days

after the final decision concerning the matter at issue. The City shall prepare a written taking analysis concerning the action if requested.

**IV  
CONDITIONS**

Based upon the record contained in Case No. 22-11-AN and 22-05-LS, including the Comprehensive Plan, staff’s analysis, the exhibits and testimony during the public hearing the Council hereby approves the applications subject to the following Conditions:

**4.1 Staff Recommended Conditions**

None.

**4.2 Transportation**

- A. With future development buffers, curb, gutter and sidewalk (attached and detached) shall be installed in accordance with [KCC 5-17-14](#) and [6-4-2](#).
- B. With future development Developer/Owner/Applicant shall work with Ada County Highway District and the City of Kuna to complete all required traffic improvements to the surrounding roadways and intersections as detailed in the Ada County Highway District staff report.

**4.3 Site Layout, Dimensional Standards and Parking**

- A. Developer/Owner/Applicant shall measure all front building setbacks from back of sidewalk on all internal local roads.
- B. Applicant shall ensure the proper easement widths on all proposed future lots in accordance with [KCC 6-3-8](#).
- C. It is the responsibility of the Developer to ensure any anticipated buildings fit any given buildable lot in accordance with [KCC 5-3-3](#).

**4.4 Landscape, Open Space and Fencing**

- A. With any future further development, fencing within and around the site shall comply with [KCC 5-5-5](#) (unless specifically approved otherwise and permitted).
- B. With any future development all required landscaping shall be permanently maintained in a healthy growing condition. The property Owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting in public Rights-Of-Way shall be with approval from ACHD.
- C. With any future development, landscaping shall not be placed within ten (10) feet of any meter pits, pressurized irrigation valves and/or ACHD underground facilities and must honor all vision triangles.
- D. Future Landscape Plan(s) and Preliminary Plat(s) will be considered binding site plans as amended and/or approved.

- E. With any future development, all signage within/for the project shall comply with Kuna City Code, and shall be approved through the applicable sign approval process listed in [KCC 5-10](#).

#### 4.5 Public Works (*At time of future development*)

- A. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see [KCC 6-4-2](#).
- B. Compliance with [I.C. §31-3805](#) is required. Delivery of water shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
- C. When required, submit a petition to the City (as necessary, confirmed with the City Engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation System of the City (KMIS).
- D. Connection to City Services (Sewer, Water, Pressurized Irrigation) is required. The Applicant shall conform to all corresponding City of Kuna Master Plans.
- E. Future Equivalent Dwelling Units (EDU's) will be issued on a Phase-by-Phase basis (per Final Plat).

#### 4.6 General

- A. The Developer/Owner/Applicant shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
  1. The City Engineer shall approve all sewer connections (*with any future connections*).
  2. The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the Applicant has received an approved drainage plan.
  3. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties".
  4. The Kuna Rural Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by the Fire District are required.
  5. The Kuna Municipal Irrigation System and Boise Project Board of Control shall approve any modifications to the existing irrigation system.
  6. Approval from Ada County Highway District (ACHD) shall be obtained, and Impact Fees must be paid prior to issuance of any building permit(s).
  7. All public Rights-Of-Way shall be dedicated and constructed to standards of the City and

Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.

- B.** The Developer/Owner/Applicant, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through Public Hearing processes.
- C.** Developer/Owner/Applicant/Contractors are hereby notified of Kuna’s working hours. Construction of any kind shall only be conducted within the hours specified in [KCC 10-6-3](#). and other public nuisances/distractions outside of this time frame are subject to lawful penalties.
- D.** Developer/Owner/Applicant is hereby notified of Kuna’s weed control policies and requirements [KCC 8-1-3](#). Weeds, grasses, vines or other growth which endanger property or are over twelve (12) inches in height shall be continuously cut down, weeded out, sprayed, burned, removed or destroyed throughout all seasons.
- E.** Developer/Owner/Applicant and all successors shall comply with all Local, State and Federal Laws.

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

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

**VI**  
**CONCLUSIONS OF LAW**  
**RE: APPLICATION FOR ANNEXATION**

- 6.1** The City of Kuna has authority to Annex lands into its boundaries pursuant to [I.C. §50-222](#).
- 6.2** I.C. § 50-222(1) provides that:  
 [C]ities of the state should be able to annex lands which are reasonably necessary to assure the orderly development of Idaho’s cities in order to allow efficient and economically viable provision of tax-supported and fee-supported municipal services, *to enable the orderly development of private lands* which benefit from the cost-effective availability of municipal services in urbanizing areas and to equitably allocated the costs of public services in management of development on the urban fringe.  
 (emphasis added).
- 6.3** The proposed Annexation is a Category A Annexation as described in [I.C. §50-222\(3\)\(a\)](#), because the private landowners of the parcels at issue have consented to the proposed Annexation.

**6.4** Annexation decisions by a City Council are a legislative decision, not quasi-judicial decisions. *Black Labrador Investing, LLC. v. Kuna City Council*, 147 Idaho 92, 96 (2009), citing, *see Crane Creek Country Club v. City of Boise*, 121 Idaho 485, 487, 826 P.2d 446, 448 (1990)

**VII  
ORDER OF DECISION OF APPLICATION  
FOR ANNEXATION AND LOT SPLITS**

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

**7.1** The Annexation Application (Case No. 22-11-AN) is hereby *Approved*.

**7.2** The Lot Split application (Case No. 22-05-LS) is hereby *Approved*.

**BY ACTION OF THE COUNCIL** of the City of Kuna at its regular meeting held on the 5<sup>th</sup> of September 2023.

\_\_\_\_\_  
Mayor, Joe Stear

**RESOLUTION NO. R61-2023  
CITY OF KUNA, IDAHO**

**WATER SYSTEM FEES AND POLICIES**

**A RESOLUTION AMENDING PORTIONS OF RESOLUTION R61-2022 THAT: SETS FORTH THE AUTHORITY FOR ADOPTING WATER CONNECTION FEES AND MONTHLY WATER SERVICE RATES; ESTABLISHES FEES FOR CONNECTING TO THE WATER SYSTEM; ESTABLISHES WATER USE FEES THAT ARE NOW AMENDED WITH WATER RATE CHANGES FOR ALL CUSTOMERS; PROVIDES FOR MISCELLANEOUS WATER CUSTOMER SERVICE POLICIES; SETS FORTH MINIMUM LINE SIZES; REPEALS FEES ESTABLISHED BY EARLIER RESOLUTIONS; AND SETS AN EFFECTIVE DATE.**

**WHEREAS**, Section 7-5-5 of the Kuna City Code authorizes the City of Kuna, Idaho to set water connection fees by resolution of City Council; and

**WHEREAS**, Section 7-5-3 of the Kuna City Code authorizes the City of Kuna, Idaho to set monthly service rates for water use by resolution of City Council:

**I. WATER CONNECTION FEES**

**NOW THEREFORE BE IT RESOLVED**, that the charge(s) for connecting to the City Water System shall be determined as follows:

- A. Water Main Capacity Fee:** Each dwelling unit (single family residence, manufactured home, town home, condominium or apartment), or any other user based upon volume of demand compared to an equivalent dwelling unit (EDU), to be connected to the City potable water system, shall be assessed one thousand four hundred twenty-three dollars and zero cents (\$1,423.00) per EDU at or before the time of connection for the capital costs of providing oversized mains and trunk lines to convey potable water required by each connection.
- B. Water Supply Fee:** Each dwelling unit (single family residence, manufactured home, town home, condominium or apartment), or any other user based upon volume of demand compared to an (EDU), to be connected to the City potable water system requiring water for domestic use only shall be assessed one thousand and eighty-five dollars (\$1,085.00) per EDU at or before the time of connection for the capital costs of providing water supply required by each connection. In instances where a developer or property owner has prepaid this fee as a condition of developing, and the area to which the prepayment applies is specifically defined, then any further water supply fee for connection subsequent to passage of this act shall be waived.
- C. Industrial/Commercial Connection:** Each commercial or industrial facility to be connected to the publicly owned potable water works shall be assessed water main capacity fees and water supply fees, computed based on peak usage at full capacity and

prorated compared to an equivalent dwelling unit. The minimum fees charged any connection shall be one equivalent dwelling unit.

The peak usage shall be determined from the usage of the proposed facility at full capacity based on flows obtained from IDAPA 58.01.03.007.08 in the chart titled WASTEWATER FLOWS FROM VARIOUS ESTABLISHMENTS IN GALLONS PER DAY. For uses not specifically addressed in the aforementioned regulation, it shall be the responsibility of the City Engineer to equitably estimate peak usage at full capacity based on predictive equations, comparative usage, or historical usage as approved by the City Engineer. The minimum charge for non-irrigated property shall be the charge for one equivalent dwelling unit.

**D. Water Meter and Service Fees:** Each water connection shall be assessed charges for completing services and connections, when required, in accordance with the following schedule:

3/4"	Setter & Service	\$ 771.00/ea
1"	Setter & Service	\$1,143.00/ea
1-1/2"	Setter & Service	\$1,627.00/ea
2"	Setter & Service	\$2,033.00/ea
3" & larger	Meter & Service	Time & Material
3/4"	Meter Only	\$340.00/ea
1"	Meter Only	\$ 383.00./ea
1 1/2"	Meter Only	\$ 613.00/ea
2"	Meter Only	\$ 758.00/ea
1/2 Street Asphalt Patch		\$ 390.00
Full Street Asphalt Patch		\$ 612.00

**E. Previous Connections:** In instances where an improvement on a property has previously been connected to the water system and complied with the connection fee(s) in force at the time of connection, the above fees do not apply. If, however, the connection involves an increase in number of dwelling units or an increase in demand on the system, then the connection is subject to these fees for the amount of the increase only and prorated in comparison to the demand of an equivalent dwelling unit.

**II. WATER USE FEES**

**BE IT FURTHER RESOLVED** that fees for water usage and other charges shall be determined as follows:

**A. Customer Water Use Charges:**

**1. Standard Water Use Fee** - Metered water usage for City of Kuna residents and original Danskin Well customers shall be billed at a base rate of eighteen dollars and forty-seven cents (\$19.30) for the first five thousand (5,000) gallons of usage in a monthly billing cycle, an additional one dollar and fifty-six cents (\$1.56) per

thousand gallons up to seven thousand (7,000) gallons, an additional two dollars and thirty-five cents (\$2.35) per thousand gallons up to ten thousand (10,000) gallons, and an additional three dollars and fifty-three cents (\$3.53) per thousand gallons over ten thousand (10,000) gallons. Metered water usage for City residents, where the head of house is over sixty-five (65) years of age, resides at the residence and has completed an application with the City, shall be billed at a rate fourteen dollars and thirty-seven cents (\$15.01) for the first five thousand (5,000) gallons of usage in a monthly billing cycle, an additional one dollar and fifty-six cents (\$1.56) per thousand gallons up to seven thousand (7,000) gallons, an additional two dollars and thirty-five cents (\$2.35) per thousand gallons up to ten thousand (10,000) gallons, and an additional three dollars and fifty-three cents (\$3.53) per thousand gallons over ten thousand (10,000) gallons. Commercial metered water usage for users with ¾" service lines shall be billed at a base rate of eighteen dollars and forty-seven cents (\$19.30) for the first one thousand (1,000) gallons and an additional three dollars and fifty-three cents (\$3.53) per one thousand (1,000) gallons after. Commercial metered water usage for users with 2" service lines shall be billed at a base rate of one hundred thirty-one dollars and forty-six cents (\$137.35) for the first one thousand (1,000) gallons and an additional three dollars fifty-three cents (\$0.53) per one thousand (1,000) gallons after.

2. **Excess Water Use Fee** - As mentioned under the Standard Water Use Fee, metered water usage beyond ten thousand (10,000) gallons shall be billed at three dollars and fifty-three cents (\$3.53) per one thousand (1,000) gallons.
3. **Irrigation Water Use Fee** –
  - i. The irrigation season shall run from May 1 to October 31.
  - ii. For City residential property (a single-family residence located within the City Limits of Kuna) that has no access to pressure irrigation or gravity irrigation service because the service is not available in the area that the property is located, and where the usage is beyond five thousand (5,000) gallons, but less than forty-five thousand (45,000) gallons, said residential property shall be billed at one dollar (\$1.00) per thousand (1,000) gallons.
4. **Bulk Water Charges** - All bulk sales shall be approved by the Water Superintendent or his designated representative prior to delivery, and be obtained from designated sources only after receipt of deposit of \$200. The deposit shall be in the event of damage to the meter or delinquency in payment beyond 90 days. The rate for bulk sales shall be three dollars and fifty-three cents (\$3.53) per one thousand (1,000) gallons.

### III. **NEW CONSTRUCTION**

**BE IT FURTHER RESOLVED**, that in connection with new development, the assumed water main size is a minimum nominal diameter of eight (8) inches. When, in conformance with the

needs of the City Water System, a larger line is requested of the developer than this minimum nominal diameter, and the larger line is beyond the developer's flow needs, the developer may be reimbursed in conformance with adopted City reimbursement policies.

#### **IV. OTHER CHARGES**

- A. **Connection Fees (Outside City Limits)** - Any customer outside the corporate limits of the City requesting water service, who is legally able to annex to the City, must do so to connect to the City Water System, thereafter to pay connection fees as any other resident. Any customer outside City corporate limits requesting water service, who is not legally able to annex, cannot connect without explicit Council approval, which approval is solely at the option of City Council.
  
- B. **Damage Repair Costs** - Damages to Water Department facilities by other utilities, excavators or others will be repaired by or at the direction of Water Department personnel. All direct and indirect costs incurred in the repair will be billed to the party causing the damage.
  
- C. **Short Notice Line Location Charges** - The City of Kuna, as required by law, participates in the Dig Line system. Forty-eight (48) hours notification is required prior to excavation by any party. Exceptions will be allowed for line locations during times of individual hazard or public emergency.
  
- D. **Deposit** – Upon application for commercial and residential service, the city shall require all account owners to pay a refundable deposit to the city in the amount of one hundred dollars (\$100.00) for each opened utility account. The deposit shall be held for the term of the account, and it is non-transferable. Upon closing of an account, the deposit shall be used to pay any balance on the account and the remaining funds will be returned to the account holder. For water obtained via water meter rental, the city shall require all customers to provide a refundable deposit of three hundred dollars per account.

#### **IV. EFFECTIVE DATE**

**BE IT FURTHER RESOLVED** that water connection fees and all other charges, as presented in this resolution and as set forth in Exhibit “A” attached hereto and incorporated herein by reference, other than the Customer Water Use Fees, shall be in effect upon passage of this resolution, that Customer Water Use Fees shall be in effect beginning with the October 1, 2023 billing cycle, and that all fees that are in conflict with the new fees as established by earlier resolution(s) are hereby repealed.

**PASSED BY THE COUNCIL** of the City of Kuna, this 5<sup>th</sup> day of September, 2023.

**APPROVED BY THE MAYOR** of the City of Kuna, this 5<sup>th</sup> day of September, 2023.

\_\_\_\_\_  
Joe L. Stear, Mayor

ATTEST:

\_\_\_\_\_  
Chris Engels, City Clerk

**EXHIBIT A TO RESOLUTION R61-2023  
CITY OF KUNA  
WATER SYSTEM FEES  
EFFECTIVE October 01, 2023**

Residential	<ul style="list-style-type: none"> <li>○ Monthly Base Rate: \$19.30 (Usage up to 5,000 gallons)</li> <li>○ 1<sup>st</sup> Tier (5,001-7,000 gals): \$1.56 per 1,000 gals</li> <li>○ 2<sup>nd</sup> Tier (7,001-10,000 gals): \$2.35 per 1,000 gals</li> <li>○ 3<sup>rd</sup> Tier (&gt;10,000 gals): \$3.53 per 1,000 gals</li> </ul>
Senior Residential	<ul style="list-style-type: none"> <li>○ Monthly Base Rate: \$15.01 (Usage up to 5,000 gallons)</li> <li>○ 1<sup>st</sup> Tier (5,001-7,000 gals): \$1.56 per 1,000 gals</li> <li>○ 2<sup>nd</sup> Tier (7,001-10,000 gals): \$2.35 per 1,000 gals</li> <li>○ 3<sup>rd</sup> Tier (&gt;10,000 gals): \$3.53 per 1,000 gals</li> </ul>
¾" Commercial	<ul style="list-style-type: none"> <li>○ Monthly Base Rate: \$19.30 (Usage up to 1,000 gallons)</li> <li>○ 1<sup>st</sup> Tier (&gt;1,000 gals): \$3.53 per 1,000 gals</li> </ul>
2" Commercial	<ul style="list-style-type: none"> <li>○ Monthly Base Rate: \$137.35 (Usage up to 1,000 gallons)</li> <li>○ 1<sup>st</sup> Tier (&gt;1,000 gals): \$3.53 per 1,000 gals</li> </ul>

**RESOLUTION NO. R62-2023  
CITY OF KUNA, IDAHO**

**SEWER SYSTEM FEES AND POLICIES**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO SETTING FORTH FINDINGS; AND SUPERSEEDING, AMENDING, AND REFORMING CITY COUNCIL RESOLUTION R60-2022; AND ESTABLISHING FEES FOR CONNECTING TO SANITARY SEWER SYSTEM; AND ESTABLISHING MONTHLY SEWER USE FEES; AND ESTABLISHING MINIMUM SEWER LINE SIZES; AND ESTABLISHING OTHER CHARGES; AND ESTABLISHING AN EFFECTIVE DATE.**

**Section 1: Findings:** The City Council makes the following findings in regards to its authority and purposes for approval of this resolution:

1. Section 7-6-3A of the Kuna City Code authorizes the City of Kuna City Council to modify the City's sanitary sewer system connection fees by resolution of City Council; and
2. Section 7-6-4A of the Kuna City Code authorizes the City of Kuna City Council to modify the City's sanitary sewer system monthly user rates, based on the volume and strength of the effluent discharged by the users, and consistent with the benefit derived by the users, by resolution of City Council; and
3. It is necessary to amend and reform City Council Resolution No. R60-2022 in order to increase the base monthly sewer rate due to inflationary cost increases by 4.48%.

**Section 2: Actions:**

**NOW THEREFORE BE IT RESOLVED** that Resolution No. R60-2022 is hereby superseded, amended and reformed to read as follows:

**2.1 SEWER CONNECTION FEES**

**NOW THEREFORE BE IT RESOLVED** that the fee for connecting to the Wastewater Treatment Facilities shall be determined as follows:

- A. **Interceptor Capacity Fee:** Each dwelling unit (single family residence, manufactured home, town home, condominium or apartment), or any other user prorated based upon volume and strength when compared to an equivalent dwelling unit (EDU) as defined in Kuna City Code, to be connected to the Wastewater Treatment Facilities, shall be assessed one thousand three hundred twenty-nine dollars and no /100ths dollars (\$1,329.00) per EDU at the time of connection for the capital costs of providing oversized mains, and interceptor and trunk lines to convey the wastewater flow generated by each unit.
- B. **Treatment Capacity Fee:** Each dwelling unit (single family residence, manufactured home, town home, condominium or apartment), or any other user prorated based upon volume and strength when compared to an EDU as defined in Kuna City Code, to be connected to the Wastewater Treatment Facilities shall be assessed four thousand nine

hundred seventy one and zero cents (\$4,971.00) per EDU at the time of connection for the capital costs of providing treatment capacity to treat the biochemical oxygen demand and total suspended solids generated by each unit. In instances where a developer or property owner has prepaid this fee as a condition of development, and the treatment plant to which the proposed connection and prepayment applies is the same, then the prepaid fee shall suffice for full or partial credit for payment of the Treatment Capacity Fee defined herein and as provided in City Resolution R10-2010.

- C. Industrial/Commercial Connection:** Each commercial or industrial facility to be connected to the publicly owned treatment works shall be assessed interceptor capacity and treatment capacity fees based on user equivalents established by adopted policies, and in instances not addressed by established policies, computed as follows, based on peak usage at full capacity and prorated compared to a typical residence:

The peak usage shall be determined from the usage of the proposed facility at full capacity based on flows obtained from IDAPA 58.01.03.007.08 in the chart titled WASTEWATER FLOWS FROM VARIOUS ESTABLISHMENTS IN GALLONS PER DAY. Waste Strength shall be obtained from the chart in Section 2.2.B of this resolution by averaging the high and low extremes of the applicable Category. For uses not specifically addressed in the aforementioned charts, it shall be the responsibility of the City Engineer to equitably estimate peak usage at design capacity for the connecting facility.

- D. Previous Connections:** In instances where an improvement on a property has previously been connected to the sewer system and complied with the connection fee(s) in force at the time of connection, the above fees do not apply. If, however, the connection involves an increase in number of dwelling units or an increase in demand on the system, then the connection is subject to these fees for the increase only. For existing connections proposing to increase levels of discharge, a fee proportional to the increase of quantities, when compared to an EDU as defined in Kuna City Code, shall be assessed. For existing commercial and industrial users, the existing level of usage is generally the discharge defined by connection fees previously paid at the time they were paid. In the absence of a record of connection fees previously paid, the existing level of usage derived from the existing facility at full capacity, or the discharges defined in a "discharge permit" or "user agreement" existing at the promulgation of this act may be utilized.

## **2.2 SEWER USER CHARGES**

**BE IT FURTHER RESOLVED** the monthly use fee for sewer service provided by the Wastewater Treatment Facilities to each user connected to the system within the City Limits shall include a Monthly Use Fee based upon volume and strength of discharge as follows:

- A. Monthly Use Fee:** Sewer Use Fees shall be thirty-eight dollars and thirty cents (\$40.02) for the first four thousand (4,000) gallons, an additional three dollars and zero cents (\$3.00) up to six thousand (6,000) gallons, an additional four dollars and zero cents (\$4.00) up to eight thousand (8,000) gallons, and an additional five dollars and zero cents (\$5.00) per one thousand gallons (1,000) above eight thousand gallons user equivalent. Metered

water usage for City residents, where the head of house is over sixty-five (65) years of age, resides at the residence, and has completed an application with the City, shall be billed at a rate of twenty-nine dollars and eighteen cents (\$30.49) for the first four thousand (4,000) gallons, an additional three dollars and zero cents (\$3.00) up to six thousand (6,000) gallons, an additional four dollars and zero cents (\$4.00) up to eight thousand (8,000) gallons, and an additional five dollars and zero cents (\$5.00) per one thousand gallons (1,000) above eight thousand gallons. Commercial metered usage for users with ¾” service lines shall be billed a base amount of thirty-eight dollars and thirty cents (\$40.02) for the first one thousand (1,000) gallons and an additional five dollars and zero cents (\$5.00) per one thousand (1,000) gallons after. Commercial metered usage for users with 2” service lines shall be billed a base amount of two hundred seventy-two dollars and thirty-seven cents (\$284.57) for the first one thousand (1,000) gallons and an additional five dollars and zero cents (\$5.00) per one thousand (1,000) gallons after.

**B. Waste Strength:** The Kuna City Code defines user equivalent in terms of flow and waste strength as follows:

Flow	190 gallons/day
BOD	350 mg/liter
COD	750 mg/liter
TSS	285 mg/liter

The City has adopted by Resolution R55-2019A methodology of calculating EDUs, which shall be relied on in establishing user equivalents for each discharger as provided in Kuna City Code.

**1. Purpose:** The waste strength may be used at the discretion of the City Engineer to compute the user equivalent for each user for the purpose of assessing connection and monthly use fees.

**2.3 NEW CONSTRUCTION**

**BE IT FURTHER RESOLVED** that, in connection with new development, the minimum sewer main size is a nominal diameter of eight (8) inches. When, in conformance with the needs of the City Sewer System, a larger line is requested of the developer than this nominal diameter and the larger line is beyond the developer's flow needs, the developer may be reimbursed in conformance with adopted City reimbursement policies.

**2.4 OTHER CHARGES**

**A. Connection Fees (Outside City Limits):** Any customer outside the corporate limits of the City requesting sewer service, who is legally able to annex to the City, must do so as a condition to connect to the City sewer system except as approved by resolution of City Council. Any customer outside City corporate limits requesting sewer service, who is not legally able to annex, cannot connect without explicit Council approval, which approval is solely at the option of City Council.

**B. Damage Repair Costs:** Damages to Sewer Department facilities by other utilities,

excavators or others will be repaired using City approved contractors, procedures and specifications. All direct and indirect costs incurred by the City to perform, oversee, monitor and/or inspect the repair will be billed to the party causing the damage.

**C. Short Notice Line Location Charges:** The City of Kuna, as required by law, participates in the Dig Line system. Forty-eight (48) hours notification is required prior to excavation by any party. Exceptions will be allowed for line locations during times of individual hazard or public emergency.

**2.5 EFFECTIVE DATE**

**BE IT FURTHER RESOLVED** that sewer connection fees, as presented in this resolution and as set forth in **Exhibit “A”** attached hereto and incorporated herein by reference, shall be in effect upon passage of this resolution, that Sewer User Charges shall be in effect beginning with the October 1, 2023 billing cycle, and all fees that are in conflict with the new fees as established by earlier resolution(s) are hereby repealed.

**PASSED BY THE COUNCIL** of the City of Kuna, this 5<sup>th</sup> day of September, 2023.

**APPROVED BY THE MAYOR** of the City of Kuna, this 5<sup>th</sup> day of September, 2023.

\_\_\_\_\_  
Joe L. Stear, Mayor

ATTEST:

\_\_\_\_\_  
Chris Engels, City Clerk

**EXHIBIT A TO RESOLUTION R62-2023  
CITY OF KUNA  
SEWER SYSTEM FEES  
EFFECTIVE October 1, 2023**

Note: Sewer User Charges effective beginning with the October 1, 2023 billing cycle.

Residential	<ul style="list-style-type: none"> <li>○ Monthly Base Rate: \$40.02 (average winter water usage up to 4,000 gallons)</li> <li>○ 1<sup>st</sup> Tier (4,001-6,000 gals): \$3.00 per 1,000 gals</li> <li>○ 2<sup>nd</sup> Tier (6,001-8,000 gals): \$4.00 per 1,000 gals</li> <li>○ 3<sup>rd</sup> Tier (&gt;8,000 gals): \$5.00 per 1,000 gals</li> </ul>
Senior Residential	<ul style="list-style-type: none"> <li>○ Monthly Base Rate: \$30.49 (average winter water usage up to 4,000 gallons)</li> <li>○ 1<sup>st</sup> Tier (4,001-6,000 gals): \$3.00 per 1,000 gals</li> <li>○ 2<sup>nd</sup> Tier (6,001-8,000 gals): \$4.00 per 1,000 gals</li> <li>○ 3<sup>rd</sup> Tier (&gt;8,000 gals): \$5.00 per 1,000 gals</li> </ul>
¾" Commercial	<ul style="list-style-type: none"> <li>○ Monthly Base Rate: \$40.14 (Usage up to 1,000 gallons)</li> <li>○ 1st Tier (&gt;1,000 gals): \$5.00 per 1,000 gals</li> </ul>
2" Commercial	<ul style="list-style-type: none"> <li>○ Monthly Base Rate: \$284.57 (Usage up to 1,000 gallons)</li> <li>○ 1st Tier (&gt;1,000 gals): \$5.00 per 1,000 gals</li> </ul>

**RESOLUTION NO. R63-2023  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO CORRECTING RESOLUTION NUMBER R60-2023 TO THE CORRECT RESOLUTION NUMBER R63-2023 SETTING FORTH CERTAIN PURPOSES, APPROVING AND AUTHORIZING THE MAYOR AND CITY CLERK TO EXECUTE ON BEHALF OF THE CITY COUNCIL THAT CERTAIN AGREEMENT TITLED THE “*FIRST AMENDED AND REFORMED AGREEMENT FOR CITY ATTORNEY CIVIL LEGAL SERVICES*”, DIRECTING THE CITY CLERK, AND SETTING AN EFFECTIVE DATE.**

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

**Section 1: Findings**

It is hereby found by the City Council that:

- 1.1** The City Council of the City of Kuna on the 15<sup>th</sup> day of August, 2023 entered into that certain Agreement entitled “First Amended and Reformed Agreement for City Attorney Civil Legal Services” with White, Peterson, Gigray & Nichols, P.A.; and
- 1.2** Now, the City Council, upon recommendation finds that it is in the best interests of the City of Kuna to enter into that certain Agreement with White, Peterson, Gigray & Nichols, P.A. entitled “*First Amended and Reformed Agreement for City Attorney Civil Legal Services*”

**Section 2: Action authorization of Mayor and City Clerk to execute the “*First Amended and Reformed Agreement for City Attorney Civil Legal Services*”.**

- 2.1** The Mayor and City Clerk of this City, are hereby authorized, as the agents of this City, to execute the “*Agreement for City Attorney Civil Legal Services*”, a true and correct copy of which is attached hereto marked “**Exhibit A**,” and by this reference incorporated herein and thereby fully bind this City to its terms and conditions upon the same being approved and executed by White, Peterson, Gigray, & Nichols, P.A.

**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 provide a certified copy of this resolution to White, Peterson, Gigray, & Nichols, P.A.

**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 15th day of August, 2023.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 15th day of August, 2023.

\_\_\_\_\_  
Joe L. Stear, Mayor

ATTEST:

\_\_\_\_\_  
Chris Engels, City Clerk





**RESOLUTION NO. R65-2023**

**RESOLUTION AWARDING THE CONTRACT FOR THE KUNA WELL 12 PUMP HOUSE PROJECT TO IRMINGER CONSTRUCTION INC. IN THE AMOUNT OF \$1,345,598.00 FOR THE CONSTRUCTION OF THE KUNA WELL 12 PUMP HOUSE; DIRECTING EXPENDITURE OF FUNDS FROM THE WATER FUND FOR SAID PROJECT; AND AUTHORIZING THE MAYOR, CITY CLERK AND CITY ENGINEER TO EXECUTE CONTRACT DOCUMENTS WITH SAID CONTRACTOR.**

**WHEREAS**, City of Kuna, Idaho has received a contract document for the KUNA WELL 12 PUMP HOUSE Project; and

**WHEREAS**, the apparent low contract submitted for said Project is IRMINGER CONSTRUCTION INC.; and

**WHEREAS**, the contract submitted by IRMINGER CONSTRUCTION INC. is responsive to the bid schedule requirements.

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho that said City approves the award of the contract as follows:

1. KUNA WELL 12 PUMP HOUSE PROJECT to IRMINGER CONSTRUCTION INC. in the amount of one million three hundred forty-five thousand five hundred ninety-eight dollars and zero cents (\$1,345,598.00).

**BE IT FURTHER RESOLVED** that Mayor and Council direct the expenditure of available funds from the Water Fund for said project; and

**BE IT FURTHER RESOLVED** that the Mayor, Clerk and City Engineer of said City are hereby authorized to execute documents for securing the services of said contractor for the Project identified above upon receipt of proper evidence of public works licensure, bonds and acceptable insurance binders; and directs that a copy of the signed contract of submittal is attached hereto, and made a part hereof, as if set forth in full.

**PASSED BY THE COUNCIL** of Kuna this 5th day of September, 2023.

**APPROVED BY THE MAYOR** of Kuna this 5th day of September, 2023.

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Joe L. Stear, Mayor

ATTEST:

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Chris Engels, City Clerk

KUNA WELL 12 PUMP HOUSE						
August 14, 2023 at 1400						
Requirements	Contractor Name					
	Irmingier	Prusik	Lacy			
	Requirements as Fulfilled by Contractor (Y or N)					
Official Bid Amount	\$1,345,598	\$1,459,126	\$1,739,400			
Bid Security (in the form of a bid bond, certified check, cashiers check, or cash) for 5% of the amount of the bid proposal has been provided	✓	✓	✓			
Bid signed and accompanied by evidence of authority to sign	✓	✓	✓			
Prime contractor and all subcontractors hold a Idaho State Public Works Contractor's License. This license number, name(s) and address(es) are provided.	✓	✓	✓			
The Bid Form is included with the Bidding Documents	✓	✓	✓			
The Bid contains an acknowledgement of receipt for all Addendas (4 total)	✓	✓	✓			
The Bid shall contain evidence of Bidder's authority and qualification to do business in Idaho.	✓	✓	✓			
Bidders shall submit a Bid on a unit price basis for each item of Work listed in the Bid Schedule.	✓	✓	✓			
Bidders shall include the names and addresses of all subcontractors in certain specialties they plan to use or write "none."	✓	✓	✓			
Bid includes insurance information.	✓	✓	✓			

## NOTICE OF AWARD

Date of Issuance: September 5, 2023

Owner: City of Kuna, Idaho Owner's Project No.: N/A

Engineer: City of Kuna/HECO Engineers Engineer's Project No.: KU22-0402

Project: Well 12 Pump House

Contract Name: Well 12 Pump House

Bidder: Irminger Construction, Inc.

Bidder's Address: 21227 Van Slyke Rd. Wilder, ID 83676

You are notified that Owner has accepted your Bid dated August 14, 2023, for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

Well 12 Pump House Project

The Contract Price of the awarded Contract is **one million three hundred forty-five thousand five hundred ninety-eight dollars and zero cents (\$1,345,598.00)**. Contract Price is subject to adjustment based on the provisions of the Contract, including but not limited to those governing changes, Unit Price Work, and Work performed on a cost-plus-fee basis, as applicable.

~~Three (3)~~ unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

Drawings will be delivered separately from the other Contract Documents.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Owner three <sup>1</sup> ~~(3)~~ counterparts of the Agreement, signed by Bidder (as Contractor).
2. Deliver with the signed Agreement(s) the Contract security (such as required performance and payment bonds) and insurance documentation, as specified in the Instructions to Bidders and in the General Conditions, Articles 2 and 6.
3. ~~Other conditions precedent (if any):~~

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within 10 days after you comply with the above conditions, Owner will return to you one fully signed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

Owner: City of Kuna, Idaho

By (signature): 

Name (printed): PAUL A. STEVENS

Title: Mayor and/or City Engineer

Copy: Project Engineer

## BID FORM FOR CONSTRUCTION CONTRACT

The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

### ARTICLE 1—OWNER AND BIDDER

- 1.01 This Bid is submitted to: **City of Kuna North Wastewater Treatment Plant, 6950 S. Ten Mile Road, Meridian, Idaho 83642**
- 1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

### ARTICLE 2—ATTACHMENTS TO THIS BID

- 2.01 The following documents are required to be submitted with and made a condition of this Bid:
- A. Bid security (in the form of a bid bond, certified check, cashiers check, or cash) for 5% of the amount of the bid proposal;
  - B. Bid signed and accompanied by evidence of authority to sign;
  - C. A copy of the prime contractor and all subcontractors' Idaho State Public Works Contractor's License. The license number, name(s), and address(es) must be included;
  - D. The Bid Form;
  - E. Acknowledgement of receipt for all Addendas;
  - F. Evidence of Bidder's authority and qualification to do business in Idaho;
  - G. Names and addresses of all subcontractors in certain specialties they plan to use or write "none";
  - H. Insurance information.

### ARTICLE 3—BASIS OF BID—LUMP SUM BID AND UNIT PRICES

- 3.01 *Unit Price Bids*
- A. Bidder will perform the following Work as specified in the Bid Schedule.
  - B. Bidder acknowledges that:
    1. Each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and
    2. Estimated quantities are not guaranteed and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Work will be based on actual quantities, determined as provided in the Contract Documents.
- 3.02 *Total Bid Price (Lump Sum and Unit Prices)*
- A. NOT USED.

### 3.03 Bid Item Descriptions

All pay items shall be supplied and constructed in accordance with the plans and specifications and are not intended to modify the work. ALL CONSTRUCTION AND MATERIALS SHALL BE IN CONFORMANCE WITH THE LATEST EDITION OF THE IDAHO STANDARDS FOR PUBLIC WORKS CONSTRUCTION (ISPWC). Any conflicts with the ISPWC and these bid documents, the more stringent regulation take precedence.

Bidder further proposes to accept as full payment for the Lump Sum Work proposed herein the amounts computed under the provisions of the Bidding Documents and based on the following lump sum amounts, it being expressly understood that the lump sum prices are independent of the exact quantities involved. Bidder agrees that the lump sum prices represent a true measure of the labor, materials, and services required to furnish and install the item, including all allowances for overhead and profit for each type and unit of Work called for in these Bidding Documents.

The following bid item clarifications, when referencing standard bid items obtained from the Idaho Standards for Public Works Construction (ISPWC), shall add to and/or clarify the descriptions contained in the ISPWC. These bid item clarifications shall not replace the ISPWC descriptions unless they specifically state otherwise. The Contractor shall be responsible for reviewing and following the referenced ISPWC descriptions with the following modifications. If the bid item is not listed and clarified in this section, the applicable ISPWC descriptions shall apply as they appear in the ISPWC. Plans and details for this project take precedence over ISPWC standard drawings.

#### Bid Item 1 – Site Work

- A. Item includes all labor, materials and equipment required to prepare site for the successful construction and installation of all bid items. This work item includes all work described in the plans and specifications for a complete and operational site. Included in this is mobilization, clearing and grubbing, rough grading, fencing and gates, and any other work required to construct a complete and operational site.
- B. Pay unit is per LUMP SUM (LS).

#### Bid Item 2 – Pump House Building Construction

- A. Item includes all labor, materials and equipment required to construct the 816 sq. ft. building. This work item includes all work described in the plans and specifications for a complete and operational building. Included in this is mobilization, clearing and grubbing, excavation, concrete foundations, concrete entry way, concrete floor, HVAC, rain gutters, metal roof, soffits, roof hatches, pump pedestal, floor drain and gravel sump, painting, testing, surface restoration, and any other work required to construct a complete and operational pump house building.
- B. Pay unit is per LUMP SUM (LS).

#### Bid Item 3 – Field Piping & Miscellaneous Site Amenities

- A. Item includes all labor, materials and equipment required to install the field piping as described in the plans and specifications for a complete and operational well-to-system-connection and reservoir expansion. Included in this is mobilization, clearing and grubbing, excavation, pump to waste installation and connection, tank to booster connection, pressure relief line, tank inlet, fire and yard hydrant, backflow preventer assembly, natural gas piping, fiber optic, surface restoration, and any other work required to support a complete and operational well, reservoir, and system connection.

- B. Pay unit is per LUMP SUM (LS).

#### Bid Item 4 – Pump House Piping

- A. Item includes, but not limited to all labor, materials, and equipment required to install the well discharge piping and pumping systems as described in the plans and specifications. Work includes mobilization, installation of pump and piping systems, chemical feed systems, flow meter, pressure gauges, well level transducer, testing and any other work required to construct a complete and operational Pump House.
- B. Pay item is per LUMP SUM (LS).

#### Bid Item 5 – Electrical Installation

- A. Item includes all equipment, labor, and materials to construct the Electrical Systems and Controls for Well 12 Pump House Project. Work includes mobilization, electrical wiring and devices, pump controls, generator, automatic transfer switch, main panel, coordination of work with the City's SCADA system contractor, and all required work to complete the installation for a complete and operational electrical system.
- B. Pay unit is per LUMP SUM (LS)

#### Bid Item 6 – PLC and SCADA System Programming and Startup

- A. Item includes all equipment, labor, and materials associated with the City of Kuna electrical contractor, Custom Electric for the following services during design and review, programming, and start-up:
  1. Design assistance for instrumentation and controls to include instrument and equipment specification and submittal review.
  2. Programming of PLC, OIT, and Cradlepoint for fully functional well.
  3. Programming of existing City of Kuna SCADA system for addition of well. Includes addition of tags to existing Historical and Alarming database.
- B. Phone number for Custom Electric is 208-855-0228
- C. Pay unit is per LUMP SUM (LS) per Custom Electric Quote, \$17,200.

#### Bid Item 7 – Asphaltting

- A. Item includes all equipment, labor, and materials to construct asphalt pavement to the site for a fully operational asphalted site.
- B. Pay unit is per LUMP SUM (LS)

#### **ARTICLE 4—TIME OF COMPLETION**

- 4.01 Bidder agrees that the Work will be substantially complete and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before the dates or within the number of calendar days indicated in the Agreement.
- 4.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 5—BIDDER’S ACKNOWLEDGEMENTS: ACCEPTANCE PERIOD, INSTRUCTIONS, AND RECEIPT OF ADDENDA****5.01 Bid Acceptance Period**

- A. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**5.02 Instructions to Bidders**

- A. Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security.

**5.03 Receipt of Addenda**

- A. Bidder hereby acknowledges receipt of the following Addenda:

<b>Addendum Number</b>	<b>Addendum Date</b>
01	7-17-23
02	7-20-23
03	7-31-23
04	8-7-23

**ARTICLE 6—BIDDER’S REPRESENTATIONS AND CERTIFICATIONS****6.01 Bidder’s Representations**

- A. In submitting this Bid, Bidder represents the following:
1. Bidder has examined and carefully studied the Bidding Documents, including Addenda.
  2. Bidder has visited the Site, conducted a thorough visual examination of the Site and adjacent areas, and become familiar with the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  3. Bidder is familiar with all Laws and Regulations that may affect cost, progress, and performance of the Work.
  4. Bidder has carefully studied the reports of explorations and tests of subsurface conditions at or adjacent to the Site and the drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, with respect to the Technical Data in such reports and drawings.
  5. Bidder has carefully studied the reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, with respect to Technical Data in such reports and drawings.
  6. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and the Technical Data identified in the Supplementary Conditions or by definition, with respect to the effect of such information, observations, and Technical Data on (a) the cost, progress, and performance of the Work; (b) the means, methods, techniques, sequences, and procedures of construction to be employed by Bidder, if selected as Contractor; and (c) Bidder’s (Contractor’s) safety precautions and programs.
  7. Based on the information and observations referred to in the preceding paragraph, Bidder agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  8. Bidder is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Bidding Documents.
  9. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and of discrepancies between Site conditions and the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  10. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  11. The submission of this Bid constitutes an incontrovertible representation by Bidder that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

## 6.02 Bidder's Certifications

### A. The Bidder certifies the following:

1. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation.
2. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid.
3. Bidder has not solicited or induced any individual or entity to refrain from bidding.
4. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 8.02.A:
  - a. Corrupt practice means the offering, giving, receiving, or soliciting of anything of value likely to influence the action of a public official in the bidding process.
  - b. Fraudulent practice means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition.
  - c. Collusive practice means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish bid prices at artificial, non-competitive levels.
  - d. Coercive practice means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

## ARTICLE 7—SUBCONTRACTORS

7.01 Bidder acknowledges that general contractors must include in their bids the names and addresses of the subcontractors responsible for plumbing, heating and air conditioning, and electrical work under the contract. Subcontractors named by the general contractor must possess the appropriate licenses or certificates of competency issued by the state of Idaho covering the contractor work classification in which each respective subcontractor is named. Failure of a general contractor to name subcontractors renders any bid submitted by the contractor unresponsive and void.

### Naming of Subcontractors:

The subcontractors to whom subcontracts will be awarded if the bidder is awarded a contract are: (Insert "self" if properly licensed and so intended. Insert "Not required" if such specialty work is not required)

### Plumbing Contractor

Name:	<i>Irvinger Construction Inc</i>
Address:	<i>21227 Van Slyke Rd Wilder ID 83676</i>
Public Works License No.:	<i>026529-AA-1-3-4</i>

Heating and Air Conditioning Contractor

Name:	Drake Mechanical
Address:	5551 W Garden Rd Boise ID 83709
Public Works License No.:	12208-B-1-3-4

Electrical Contractor

Name:	Custom Electric
Address:	104 East Fairview Ave Box 102 Meridian ID 83642
Public Works License No.:	12614 - AAA - 4

- 7.02 Bidder acknowledges that the following firms or businesses may be awarded subcontracts for the following portions of the Work in the event that Bidder is awarded the contract:

<u>Work to be Performed</u>	<u>Public Works License No.</u>	<u>Dollar Amount of Sub-Contract</u>	<u>Subcontractor's Name &amp; Address</u>
Masonry	015600-B-4	56,445.00	Walker Fox Brick & Block PO Box 1273 Meridian ID 83680
Painting	10572-C-4	16,376.00	Jordan Painting 5814 Homedale Rd Caldwell ID 83607
Fence	16457-A-4	59,160.00	Boise River Fence 5200 Bethel Street Boise ID 83706
Sheetrock	14546-B-4	3,980.00	New Space Construction 411 E 46th St Garden City ID 83714

**ARTICLE 8—SALES AND USE TAXES**

- 8.01 Bidder agrees that sales and use taxes are included in the stated Bid prices for the work, unless provision is made herein for the Bidder to separately itemize the estimated amount of sales tax.
- 8.02 In accordance with Idaho Code, Title 63, Section 1503, the Bidder, in consideration of securing the business of erecting or constructing public works in this state, recognizing that the business in which they are engaged is of a transitory character, and that in the pursuit thereof, its property used therein may be without the state when taxes, excises, or license fees to which they are liable become payable, agrees:
- A. To pay promptly when due all taxes, (other than on real property), excises, and license fees due to the state, its subdivisions, and municipal and quasi-municipal corporations therein, accrued or accruing during the term of this contract, whether or not the same shall be payable at the end of such term;

- B. That if the said taxes, excises, and license fees are not payable at the end of said term, but liability for the payment thereof exists, even though the same constitute liens upon its property, to secure the same to the satisfaction of the respective officers charged with the collection thereof; and
- C. That, in the event of its default in the payment or securing of such taxes, excises, and license fees, to consent that the department, officer, board, or taxing unit entering into this contract may withhold from any payment due them hereunder the estimated amount of such accrued and accruing taxes, excises, and license fees for the benefit of all taxing units to which said contractor is liable.

**ARTICLE 9—PERFORMANCE AND PAYMENT BONDS**

- 9.01 Bidder acknowledges that Idaho law requires contractors selected for public works construction projects equal to or greater than \$50,000 to provide performance and payment bonds.
- 9.02 Each bond shall be executed by a surety company or companies duly authorized to do business in Idaho, or the contractor may deposit any of the type of government obligations listed in subsection (2)(h) of section 54-1901, Idaho Code, in lieu of furnishing a surety company performance or payment bond or bonds.
- 9.03 If Bidder is awarded a construction contract from this Bid, the surety who provides the Performance and Payment Bonds shall be:

Name: Swiss Re Corporate Solutions  
 Address: 1200 Main Street Ste 800  
Kansas City MO 64105

**BID SCHEDULE OF ITEMS AND PRICES  
KUNA WELL 12 PUMP HOUSE**

The Bidder proposes the following schedule of prices for the construction of an 816 sq. ft. pump house building with associated piping and electrical equipment with a planned reservoir expansion (not part of contract) for the City of Kuna in accordance with the project specifications. The quantities of work or materials stated as unit price items of the bid are supplied only to give an indication of the general scope of the work. Payment for materials and labor will be based on actual quantities furnished, installed, or constructed in accordance with the prices bid for unit price items. The Bidder is responsible for the inclusion of all overhead and profit costs within each item submitted. Discrepancies in the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.

Item	Description	Estimated Quantity	Unit	Unit Price	Total Amount
SP-1	SITE WORK	LS	1	52,957.00	\$ 52,957.00
SP-2	PUMP HOUSE BUILDING CONSTRUCTION	LS	1	324,318.00	\$ 324,318.00
SP-3	FIELD PIPING & MISCELLANEOUS SITE AMENITIES	LS	1	163,739.00	\$ 163,739.00
SP-4	PUMP HOUSE PIPING	LS	1	280,886.00	\$ 280,886.00
SP-5	ELECTRICAL INSTALLATION	LS	1	385,862.00	\$ 385,862.00
SP-6	PLC & SCADA SYSTEM PROGRAMMING AND STARTUP (PERFORMED BY CUSTOM ELECTRIC)	LS	1	\$ 17,200	\$ 17,200.00
SP-7	ASPHALT PAVING	LS	1	61,476.00	\$ 61,476.00
SP-8	SITE FENCING (ACCEPTANCE IS DEPENDENT ON GRANT FUNDING)	LS	1	59,160.00	\$ 59,160.00
	<b>TOTAL</b>				<b>\$ 1,345,598.00</b>

BIDDER hereby submits this Bid as set forth above:

Bidder:

Irvinger Construction Inc  
(typed or printed name of organization)

By:

[Signature]  
(individual's signature)

Name:

Travis Conser  
(typed or printed)

Title:

President  
(typed or printed)

Date:

8-4-23  
(typed or printed)

If Bidder is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.

Attest:

[Signature]  
(individual's signature)

Name:

Amber Sevy  
(typed or printed)

Title:

office manager  
(typed or printed)

Date:

8-4-23  
(typed or printed)

Address for giving notices:

21227 Van Slyke Rd  
Wilder ID 83676

Bidder's Contact:

Name:

Travis Conser  
(typed or printed)

Title:

President  
(typed or printed)

Phone:

208-800-9616

Email:

iccitravis@gmail.com

Address:

21227 Van Slyke Rd  
Wilder ID 83676

Bidder's Idaho Public Works  
Contractor License No.:

026529-AA-1-3-4



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0004998464



**STATE OF IDAHO**  
*Office of the secretary of state, Lawrence Denney*  
**ANNUAL REPORT**  
Idaho Secretary of State  
PO Box 83720  
Boise, ID 83720-0080  
(208) 334-2301  
Filing Fee: \$0.00

*For Office Use Only*  
**-FILED-**  
File #: 0004998464  
Date Filed: 11/21/2022 1:34:44 PM

*Authority to Sign*

Entity Name and Mailing Address:

Entity Name: IRMINGER CONSTRUCTION, INC.  
 The file number of this entity on the records of the Idaho Secretary of State is: 0000624775  
 Address: 21227 VAN SLYKE RD  
 WILDER, ID 83676-5247

Entity Details:

Entity Status: Active-Good Standing  
 This entity is organized under the laws of: IDAHO  
 If applicable, the old file number of this entity on the records of the Idaho Secretary of State was: C208181

The registered agent on record is:

Registered Agent: TRAVIS CONGER  
 Registered Agent  
 Physical Address: 21227 VAN SLYKE RD  
 WILDER, ID 83676  
 Mailing Address: 21227 VAN SLYKE RD  
 WILDER, ID 83676-5247

Corporate Officers and Directors:

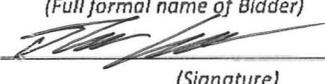
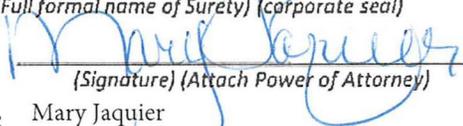
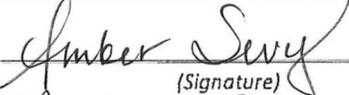
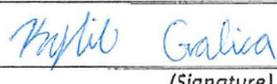
Name	Title	Business Address
Travis Conger	President	21227 VAN SLYKE RD WILDER, ID 83676

The annual report must be signed by an authorized signer of the entity.  
 Job Title: Bookkeeper

*Amber Sevy* \_\_\_\_\_ 11/21/2022  
 Sign Here \_\_\_\_\_ Date

R0756-3018 11/21/2022 1:34 PM Received by Office of the Idaho Secretary of State

### BID BOND (PENAL SUM FORM)

<p><b>Bidder</b>                  Name: Irminger Construction Inc.                  Address (principal place of business):                  21227 Van Slyke Rd.                  Wilder, ID 83676</p>	<p><b>Surety</b>                  Name: Swiss Re Corporate Solutions                  America Insurance Corporation                  Address (principal place of business):                  1200 Main Street, Ste. 800                  Kansas City, MO 64105</p>
<p><b>Owner</b>                  Name: <b>City of Kuna</b>                  Address (principal place of business):                  751 W 4<sup>th</sup> Street                  Kuna, ID 83634</p>	<p><b>Bid</b>                  Project (name and location):  <b>Well 12 Pump House Project</b>                  Located at: <b>2099 W Hubbard Rd, Kuna, ID 83634</b></p> <p style="text-align: right;">Bid Due Date: August 4, 2023</p>
<p><b>Bond</b>                  Penal Sum: *****5% of the total amount of the bid attached hereto *****                  Date of Bond: August 4, 2023</p>	
<p>Surety and Bidder, intending to be legally bound hereby, subject to the terms set forth in this Bid Bond, do each cause this Bid Bond to be duly executed by an authorized officer, agent, or representative.</p>	
<p><b>Bidder</b>                  Irminger Construction, Inc.  <small>(Full formal name of Bidder)</small></p>	<p><b>Surety</b>                  Swiss Re Corporate Solutions America Insurance Corporation  <small>(Full formal name of Surety) (corporate seal)</small></p>
<p>By: <u></u>  <small>(Signature)</small></p>	<p>By: <u></u>  <small>(Signature) (Attach Power of Attorney)</small></p>
<p>Name: <u>Travis Conger</u>  <small>(Printed or typed)</small></p>	<p>Name: <u>Mary Jaquier</u>  <small>(Printed or typed)</small></p>
<p>Title: <u>President</u></p>	<p>Title: <u>Attorney-In-Fact</u></p>
<p>Attest: <u></u>  <small>(Signature)</small></p>	<p>Attest: <u></u>  <small>(Signature)</small></p>
<p>Name: <u>Amber Sevy</u>  <small>(Printed or typed)</small></p>	<p>Name: <u>Kylie Gabica</u>  <small>(Printed or typed)</small></p>
<p>Title: <u>office manager</u></p>	<p>Title: <u>Surety Assistant</u></p>
<p><small>Notes: (1) Note: Addresses are to be used for giving any required notice. (2) Provide execution by any additional parties, such as joint venturers, if necessary.</small></p>	

1. Bidder and Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors, and assigns to pay to Owner upon default of Bidder the penal sum set forth on the face of this Bond. Payment of the penal sum is the extent of Bidder's and Surety's liability. Recovery of such penal sum under the terms of this Bond will be Owner's sole and exclusive remedy upon default of Bidder.
2. Default of Bidder occurs upon the failure of Bidder to deliver within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents.
3. This obligation will be null and void if:
  - 3.1. Owner accepts Bidder's Bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents, or
  - 3.2. All Bids are rejected by Owner, or
  - 3.3. Owner fails to issue a Notice of Award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by Paragraph 5 hereof).
4. Payment under this Bond will be due and payable upon default of Bidder and within 30 calendar days after receipt by Bidder and Surety of written notice of default from Owner, which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
5. Surety waives notice of any and all defenses based on or arising out of any time extension to issue Notice of Award agreed to in writing by Owner and Bidder, provided that the total time for issuing Notice of Award including extensions does not in the aggregate exceed 120 days from the Bid due date without Surety's written consent.
6. No suit or action will be commenced under this Bond prior to 30 calendar days after the notice of default required in Paragraph 4 above is received by Bidder and Surety, and in no case later than one year after the Bid due date.
7. Any suit or action under this Bond will be commenced only in a court of competent jurisdiction located in the state in which the Project is located.
8. Notices required hereunder must be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier, or by United States Postal Service registered or certified mail, return receipt requested, postage pre-paid, and will be deemed to be effective upon receipt by the party concerned.
9. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent, or representative who executed this Bond on behalf of Surety to execute, seal, and deliver such Bond and bind the Surety thereby.
10. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond will be deemed to be included herein as if set forth at length. If any provision of this Bond conflicts with any applicable statute, then the provision of said statute governs and the remainder of this Bond that is not in conflict therewith continues in full force and effect.
11. The term "Bid" as used herein includes a Bid, offer, or proposal as applicable.

SWISS RE CORPORATE SOLUTIONS

SWISS RE CORPORATE SOLUTIONS AMERICA INSURANCE CORPORATION ("SRCSAIC")
SWISS RE CORPORATE SOLUTIONS PREMIER INSURANCE CORPORATION ("SRCSPIC")
WESTPORT INSURANCE CORPORATION ("WIC")

GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT SRCSAIC, a corporation duly organized and existing under laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, and SRCSPIC, a corporation organized and existing under the laws of the State of Missouri and having its principal office in the City of Kansas City, Missouri, and WIC, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri, each does hereby make, constitute and appoint:

TERRY S. ROBB, WILLIAM F. POST, PATRICK CASABONNE, ANDREW ELAM AND MARY JAQUIER

JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

TWO HUNDRED MILLION (\$200,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both SRCSAIC and SRCSPIC at meetings duly called and held on the 18th of November 2021 and WIC by written consent of its Executive Committee dated July 18, 2011.

"RESOLVED, that any two of the President, any Managing Director, any Senior Vice President, any Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is, authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Corporation bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Corporation; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Corporation may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Corporation when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."



By Erik Janssens, Senior Vice President of SRCSAIC & Senior Vice President of SRCSPIC & Senior Vice President of WIC

By Gerald Jagrowski, Vice President of SRCSAIC & Vice President of SRCSPIC & Vice President of WIC

IN WITNESS WHEREOF, SRCSAIC, SRCSPIC, and WIC have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers

this 10 day of NOVEMBER, 20 22

State of Illinois
County of Cook

Swiss Re Corporate Solutions America Insurance Corporation
Swiss Re Corporate Solutions Premier Insurance Corporation
Westport Insurance Corporation

On this 10 day of NOVEMBER, 20 22, before me, a Notary Public personally appeared Erik Janssens, Senior Vice President of SRCSAIC and Senior Vice President of SRCSPIC and Senior Vice President of WIC and Gerald Jagrowski, Vice President of SRCSAIC and Vice President of SRCSPIC and Vice President of WIC, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.



Christina Manisco, Notary

I, Jeffrey Goldberg, the duly elected Senior Vice President and Assistant Secretary of SRCSAIC and SRCSPIC and WIC, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said SRCSAIC and SRCSPIC and WIC, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 4th day of August, 20 23.

Jeffrey Goldberg, Senior Vice President & Assistant Secretary of SRCSAIC and SRCSPIC and WIC

### AFFIDAVIT OF PAYMENT OR SECUREMENT OF ALL TAXES

STATE OF Idaho )  
 ) ss  
COUNTY OF Canyon )

Travis Conger, being first duly sworn, on oath deposes and says that he is in conformance with Idaho Code 63-1502; that he has paid or secured to the satisfaction of the respective taxing units all taxes for which he or his property is liable, now due or delinquent, including assessments, excises and license fees levied by the State of Idaho or any taxing unit within the State of Idaho.

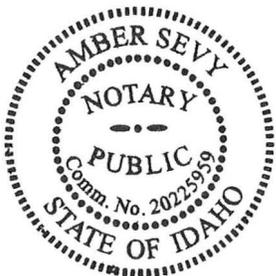
Signed: [Signature]

Title: President

Subscribed and sworn to before me this 14 day of August, 2023

My Commission expires: 01/05/2029

[Signature] Notary Public



(SEAL)

END OF SECTION

**RESOLUTION NO. R66-2023  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE ADA COUNTY PROSECUTING ATTORNEY TO PROVIDE PROSECUTORIAL SERVICES FOR CITY MISDEMEANORS FOR THE FISCAL YEAR 2023-2024.**

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute the contract with the Ada County Prosecuting Attorney to provide prosecutorial services in the city of Kuna for the fiscal year commencing October 1, 2023 and ending September 30, 2024 pursuant to the terms of said contract.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 5th day of September, 2023.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 5th day of September, 2023.

\_\_\_\_\_  
Joe L. Stear, Mayor

ATTEST:

\_\_\_\_\_  
Chris Engels, City Clerk



**ADA COUNTY PROSECUTING ATTORNEY  
JAN M. BENNETTS**

**Criminal Division**

200 W. Front Street, Rm 3191  
Boise, Idaho 83702

Phone (208) 287-7700  
Fax (208) 287-7709

**Civil Division**

200 W. Front Street, Rm 3191  
Boise, Idaho 83702

Phone (208) 287-7700  
Fax (208) 287-7719

**Juvenile Division**

6300 Denton Street  
Boise, Idaho 83704

Phone (208) 577-4900  
Fax (208) 577-4909

August 23, 2023

VIA UNITED STATES POSTAL SERVICE

Joe Stear, Mayor  
c/o Chris Engels  
City of Kuna  
751 W. 4<sup>th</sup> St.  
Kuna, ID 83634

Re: Joint Powers Agreement for Prosecution Services – FY 2024

Dear Mayor Stear:

Enclosed is a copy of the Joint Powers Agreement Between Ada County, the Ada County Prosecuting Attorney's Office, and the City of Kuna Relating to Prosecution Services for FY 2024. Once signed, this agreement will allow my office to prosecute city code or state code violations for FY 2024 as may be investigated and/or charged by the Ada County Sheriff's Office subject to my office's absolute discretion as set forth in the agreement. As you know, my office has prosecuted such violations for Kuna from October 1, 2022 to present based on Agreement No. 14797, but that agreement will expire on September 30, 2023.

I would like to take this opportunity to update you on case statistics from the last three years as they relate to your Joint Powers Agreement. Based on a three-year average (2020-2022), city prosecution services accounted for 35.8% of all misdemeanor cases prosecuted by my office, for an average of 1,479 cases per year. Of that 35.8%, Kuna accounted for 14.7% of all misdemeanor cases, with an average number of 217 cases per year over those three years.

The above numbers constitute all misdemeanors and infractions in which my office opened a file or appeared in court within that time period. This number does not reflect infraction or misdemeanor cases resolved without our involvement, cases that were submitted but prosecution was declined, probation violations, or contempt proceedings.

As we have discussed, our Office has seen an increase in costs related to the provision of city prosecution services, thus necessitating an increase in the charges for FY 2024. As we explained to your City Council during a budget presentation, the cost of prosecution to Kuna for FY 2024 has increased to \$65,212.66.

Joe Stear  
August 23, 2023  
Page 2 of 2

The enclosed agreement is substantively identical to the Agreement No. 14797, except for the cost. Please review the enclosed agreement to ensure it meets your expectations. If the agreement is acceptable, please sign two (2) original copies of the agreement and return the signed copies to:

Tracie Smith  
Ada County Prosecutor's Office  
200 W. Front Street  
Boise, ID 83702

Once a signed copy of the agreement has been returned to our office, it will be forwarded to Ms. Bennetts and the Board of Ada County Commissioners for their consideration and signature. Once the agreement is fully executed, we will return a fully executed copy of the agreement to the following address:

City of Kuna  
Attention: Chris Engels  
751 W. 4<sup>th</sup> St.  
Kuna, ID 83634

If you have any questions, please contact me at (208) 287-7700.

Sincerely,

**JAN M. BENNETTS**  
Ada County Prosecuting Attorney



Michael Guy  
Magistrate Division Supervisor

encls.

cc: Jan M. Bennetts, Ada County Prosecutor  
Shawna Dunn, Chief Deputy Prosecutor  
Scott Bandy, Chief Deputy Prosecutor  
Tracie Smith, Finance & Administration Division Manager

AGREEMENT NO. \_\_\_\_\_

**AGREEMENT BETWEEN ADA COUNTY,  
THE ADA COUNTY PROSECUTING ATTORNEY’S OFFICE,  
AND THE CITY OF KUNA RELATING TO PROSECUTION SERVICES FY 2024**

**THIS AGREEMENT** (“Agreement”) made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Ada County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho, the Ada County Prosecuting Attorney (“PA”), and the City of Kuna, Idaho, a municipal corporation of the State of Idaho (“City”).

**WITNESSETH**

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

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

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

1. Prosecution Services.

1.1 The PA agrees to prosecute such City code or state code violations as may be investigated and/or charged by Ada County Sheriff’s Office (“ACSO”) subject to the PA’s absolute discretion in such matters as set forth in Section 1.2.

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

shall afford the City all of the rights outlined in Idaho Code § 19-5306. Services rendered in accordance with this subsection are understood to include defending the constitutionality of City's ordinances in a criminal case when the PA has determined to charge pursuant to City code.

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

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

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

1.4 In consideration for duties, services, and functions heretofore described in Section 1, the City shall pay to the PA the sum of Sixty-Five Thousand Two Hundred Twelve and 66/100 Dollars (**\$65,212.66**) for the term of this Agreement. The sum shall be paid in one (1) installment of Five Thousand Four Hundred Thirty-Four and 48/100 Dollars (\$5,434.48) in October and eleven (11) monthly installments of Five Thousand Four Hundred Thirty-Four and 38/100 Dollars (\$5,434.38). Payments shall be due on the tenth of the month, commencing on October 10<sup>th</sup>.

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

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

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

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

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

1.6. Duration. This Agreement is effective upon authorization and signature by all parties, except that services and charges shall commence on October 1, 2023, and unless otherwise terminated, shall continue in effect until September 30, 2024. This Agreement may be renewed upon the mutual written consent of the parties.

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

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

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

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

1.8. Indemnification and Insurance.

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

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

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

damages are awarded against the City, the PA, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.

d. Insurance. Each party shall procure and maintain insurance as required by applicable federal and state law and as may be appropriate and reasonable to cover its staff, equipment, vehicles, and property, including but not limited to liability insurance, workers' compensation, automobile liability, and property damage. Each party has the right to self-insure all or part of the insurance requirements set forth in this paragraph.

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

1.10. Agreement Administration.

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

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

IN WITNESS WHEREOF, the parties have executed this Agreement.

**CITY OF KUNA**

By: \_\_\_\_\_  
Joe Stear, Mayor

ATTEST:

\_\_\_\_\_  
Chris Engels, Kuna City Clerk

**Board of Ada County Commissioners**

By: \_\_\_\_\_  
Rod Beck, Commissioner

By: \_\_\_\_\_  
Ryan Davidson, Commissioner

By: \_\_\_\_\_  
Thomas Dayley, Commissioner

ATTEST:

\_\_\_\_\_  
Trent Tripple, Ada County Clerk

**Ada County Prosecuting Attorney**

By: \_\_\_\_\_  
Jan M. Bennetts

**RESOLUTION NO. R67-2023  
CITY OF KUNA, IDAHO**

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

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

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

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

**PASSED BY THE COUNCIL** of Kuna, Idaho this 5<sup>th</sup> day of September, 2023.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 5<sup>th</sup> day of September, 2023.

\_\_\_\_\_  
Joe L. Stear, Mayor

ATTEST:

\_\_\_\_\_  
Chris Engels, City Clerk

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

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

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

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

**WHEREAS**, the Idaho Legislature during its 2023 legislative session passed an act, codified at Idaho Code § 67-2359, requiring public entities of the State of Idaho to include in certain contracts for services (including any renewals of such contracts) a written certification that the Vendor/Contractor is not currently owned or operated by the government of China and will not for the duration of the contract be owned or operated by the government of China.

**WHEREAS**, the Idaho Legislature during its 2021 legislative session passed an act, codified at Idaho Code § 67-2346, requiring public entities of the State of Idaho to include in certain contracts for services (including any renewals of such contracts) a written certification that the Vendor/Contractor is not currently engaged in and will not for the duration of the contract engage in a boycott of goods or services from Israel or territories under its control.

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

- A. Effective Date; Term.** The term of this Agreement is from October 1, 2023 (the “Effective Date”) through September 30, 2024 (the “Termination Date”) (the “Term”).
- B. Purpose; Grant of Authority.** IHS shall be the Public Agency’s animal welfare and enforcement contractor and shall be responsible for the enforcement of all applicable animal regulatory ordinances of that Public Agency’s codes and applicable provisions of Idaho Code, except as otherwise stated herein or as IHS and the Public Agency may otherwise subsequently agree in writing. Additionally, IHS is the “Animal Control Agency” for the Public Agency as that term is defined in Public Agency’s code. Nothing contained herein shall be interpreted to preclude the Public Agency from contracting separately with IHS for the provision of other services.
- C. Contract Price; Payment; Additional Compensation.**

**Contract Price.** The Parties agree that the overall annual contract fee for IHS’s performance of services as contemplated by this Agreement shall be one hundred fifty-three thousand, six hundred

thirty-six dollars (\$153,636), paid in twelve (12) equal monthly installments, each installment payable on or before the 15<sup>th</sup> of each month during the Term.

1. **Additional Compensation.** IHS shall sell animal licenses on behalf of the Public Agency and collect such fees. These fees shall be either retained or remitted to the Public Agency as set forth in detail in Schedule 2, attached hereto and incorporated into this Agreement by reference. IHS shall make a good faith effort to collect these animal licensing fees as set forth in Exhibit A. Nothing in this section shall be construed to limit the ability of the Public Agency to sell its own animal licenses or to permit other third-party entities to sell such Public Agency's animal licenses, and to collect the fees from such sales.
  2. **Annual Review of Operating Expenses.** IHS's operating expenses shall be reviewed annually by the Parties and contract adjustments made based on the budgeted amount in comparison to the actual amount spent on operating costs.
- D. Independent Contractor.** In all matters between the Parties pertaining to this Agreement, the relationship between the Public Agency and IHS is that of principal and independent contractor. Neither IHS nor any person performing work on behalf of IHS shall be deemed to be an employee of the Public Agency. The selection and supervision of IHS's personnel performing work pursuant to this Agreement shall be in the sole discretion of IHS. Neither IHS nor any person performing work on behalf of IHS shall be deemed to acquire any of the rights, privileges, powers, or advantages of an employee of the Public Agency, or vice versa; however, those persons performing work on behalf of IHS shall act as a limited agent on behalf of the Public Agency, which limited agency granted herein shall be strictly limited to performance under this Agreement expressly set forth herein and shall not extend to any other purpose.
- E. Audits and Inspection.** At any time during normal business hours and as often as the Public Agency may deem necessary, there shall be made available to the Public Agency for examination all IHS's records concerning all matters covered by this Agreement. IHS shall permit the Public Agency to audit, examine, and make excerpts or transcripts from such records, and to make audits of all contracts, invoices, materials, payrolls, and other data relating to all matters covered by this Agreement. At their own expense, the Public Agency may hire an independent auditor to conduct a fiscal year audit of all expenses and revenues and services provided hereunder. Any auditor engaged by the Public Agency must use the generally accepted auditing standards. IHS shall maintain books, records, reports, and accounts adequate to allow the auditor to evaluate fully, assess, and audit IHS's performance of the Scope of Service.
- F. Scope of Work.**
1. **Enforcement.** IHS shall act as a limited agent for the Public Agency to enforce applicable animal provisions of the Public Agency's codes and applicable animal provisions of Idaho Code, and shall be responsible for selecting and training qualified animal enforcement and administration officers and employees to carry out these services. These enforcement offers shall be "Animal Control Officer[s]" as that term is defined and used in the Public Agency's code. The expected service levels by which IHS shall provide the enforcement of applicable animal codes, train and manage animal enforcement and administration officers, and perform other related tasks as set forth with specificity in Exhibit A.
  2. **Animal Welfare Services.** IHS shall provide animal welfare services within the respective territorial limits of the Public Agency, including investigating complaints, responding to calls for service, patrolling (as time and personnel permit), issuing citations to suspected violators and

following through by appearing to testify in court as appropriate, apprehending and impounding stray and other animals, picking up dead or injured animals within the public right-of-way and respective territorial limits of the Public Agency, and other services as appropriate. The expected service levels by which IHS shall provide animal welfare services and perform other related tasks are set forth with specificity in Exhibit A.

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

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

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

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

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

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

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

- I. Non-Waiver of Agreement Provisions.** Failure by the representatives of any of the Parties to, at any time, enforce or require strict compliance with any terms or conditions of this Agreement shall not constitute a waiver of, or affect, or impair such terms or conditions in any way; nor shall such failure affect the rights of the Parties to avail themselves at any time of such remedies as they may have for any breach of such terms or conditions against another Party.
- J. Indemnification.** These indemnification provisions apply only between IHS and the Public Agency.
1. IHS shall indemnify, save, hold harmless, and defend the Public Agency from, for, and against any and all direct or third-party claims, actions, judgments, damages, injuries to persons or property, losses, liabilities, and expenses caused by, or arising out of an act or omission of IHS or IHS's officers, employees, agents, servants, and volunteers in connection with IHS's performance under this Agreement and not caused by or arising out of the tortious conduct of the Public Agency or its respective officers, officials, employees, agents, servants, and volunteers, or the Public Agency's code that is deemed unconstitutional or in conflict with state or federal law.
  2. Notwithstanding anything to the contrary in this Agreement, the liability of the Public Agency is at all times strictly limited and controlled by the provisions of the Idaho Tort Claims Act, Idaho Code Sections 6-901 through 6-929, inclusive, as or hereafter amended. Nothing herein shall be deemed a waiver of any privilege, immunity, protection, or defense afforded to the Public Agency as a political subdivision of the state of Idaho, under the Idaho Constitution, the Idaho Tort Claims Act, or any other applicable law, and shall not be construed to waive any such protections, which are hereby expressly retained.
- K. Certification Regarding Ownership and Operation.** Pursuant to Idaho Code § 67-2359, Provider certifies that it is not currently owned or operated by the government of China and will not, for the duration of this Contract, be owned or operated by the government of China.
- L. Certification Regarding Anti-Boycott of Israel.** Pursuant to Idaho Code § 67-2346, if this contract is one hundred thousand dollars (\$100,000) or more and/or vendor/contractor employs ten (10) or more persons, vendor/contractor certifies that it is not currently engaged in, and will not for the duration of the Project engage in, a boycott of goods or services from Israel or territories under its control.
- M. Insurance.**
1. **Insurer's A.M. Best Rating.** IHS shall, at its own expense, procure and maintain insurance coverage, written by an insurance company or companies with an A.M. Best rating of A VIII or better and authorized to do business in the state of Idaho, throughout the Term.
  2. **Standard Insurance Coverages and Limits of Liability Required:**
    - a. **Worker's Compensation Insurance.** Where required by law, IHS shall have and maintain during the Term of this Agreement, Worker's Compensation Insurance, including Employer's Liability, meeting the statutory requirements of the state of Idaho. Employer's Liability insurance in the following minimum amounts:

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

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

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

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

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

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

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

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

insurance coverage with any related costs of premiums to be repaid by IHS or offset against the Contract payment to IHS.

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

- a.** A certificate of liability insurance evidencing coverages, limits of liability, and other terms and conditions as specified herein. In the "Certificate Holder" field of the certification of insurance, the individual Public Agency's name shall be written in; and
- b.** An attached designated additional insureds endorsement or blanket additional insureds wording to the required insurance policies that names the Public Agency.

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

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

**N. Termination.**

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

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

- a.** IHS is dissolved; or
- b.** The Term expires.

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

- a.** The Public Agency or IHS gives the other Party written notice of termination, which termination shall be effective on the first day of the calendar month that is at least thirty (30) calendar days after delivery of such notice of termination. The Public Agency or IHS may terminate, in whole or in part, its interest in the Agreement for any reason or no reason.
- b.** The Public Agency fails to appropriate adequate funds for this Agreement in its budget for the fiscal year, in which case the Public Agency shall notify IHS of any non-appropriation of funds within thirty (30) business days of such non-appropriation.

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

4. Termination for any reason under this section shall be effected by delivery to IHS or the Public Agency, as applicable, of a termination notice at least thirty (30) calendar days prior to the termination effective date, specifying the extent to which performance of services is terminated, and the time when such termination becomes effective.

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

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

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

P. **Miscellaneous Terms.**

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

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

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

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

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

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

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

5. **Attorney's Fees.** In the event of any dispute or litigation arising from this Agreement or its subject matter, the prevailing party in such dispute or litigation may recover its costs and reasonable attorneys' fees as may be provided by applicable Idaho law.
6. **Assignment.** Neither IHS nor the Public Agency may assign any of their rights or obligations under this Agreement without first obtaining the written consent of all the Parties.
7. **Choice of Law.** This Agreement shall be governed by and construed and enforced in accordance with the laws of the state of Idaho. Venue for any action brought pursuant to this Agreement shall be in the Fourth Judicial District of the State of Idaho, in and for Ada County.
8. **Non-Discrimination in Employment.** In performing the services required herein, IHS or its sub-contractor shall not discriminate against any person on the basis of race, color, religion, sex, sexual orientation, gender identity/expression, national origin or ancestry, age, or disability. It is IHS's responsibility to ensure that its sub-contractor complies with this section.
9. **Severability.** Any section or provision of this Agreement that is held invalid by a court of competent jurisdiction shall be stricken, and the remainder of this Agreement shall continue in full effect.
10. **Counterparts.** The Parties may execute this Agreement in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed on and the same instrument.
11. **Authority.** By such person's signature below, the person executing this Agreement on behalf of a Party warrants that such person has authority to sign on behalf of that Party.
12. **Approval Required.** This Agreement shall not become effective or binding until approved and executed by the Parties.

**End of Agreement**

**[ Signatures appear on the following pages ]**

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

**Idaho Humane Society, Incorporated:**

By: \_\_\_\_\_  
Dr. Jeff Rosenthal, Chief Executive Officer

Date: \_\_\_\_\_

**City of Kuna:**

By: \_\_\_\_\_  
Joe Stear, Mayor

Date: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
Chris Engels, City Clerk

## EXHIBIT A

### Scope of Service

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

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

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

#### B. Public Agency Specific Scope of Service.

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

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

#### A. General Enforcement.

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

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

- a. IHS shall timely investigate all calls for animal enforcement service, and as contemporaneously as possible, draft clear and complete reports sufficient to support the prosecution of the offense.
- b. IHS shall collect available evidence at the time of investigation and shall include it with the corresponding reports as may be necessary.
- c. IHS shall timely file all citations, reports, and any required notices with the Court and/or the Public Agency as appropriate.
- d. Upon request by a Public Agency, IHS shall timely provide the Public Agency the citation, reports, notices, or evidence.
- e. IHS shall appear on time for all court hearings and trials and shall be fully prepared to testify, including, without limitation: having reviewed all relevant reports, audio recordings, video recordings, and other records and evidence in regard to which the subpoenaed IHS employee may be asked to testify.

- f. For any cases involving animal cruelty and nuisance violations (i.e., bites, barking, aggressive behavior, etc.) the investigating IHS Animal Control Officer shall search IHS's internal case management database for any prior incidents involving the same suspect animal-owner and/or animal. If prior incidents are discovered, a reference to such priors shall be included in the current investigation report.
- g. IHS officers and/or employees shall obey subpoenas and notify the relevant Public Agency at the earliest opportunity of any scheduling conflicts that may prevent the appearance of a subpoenaed IHS employee at a scheduled court date or meeting.
- h. The Public Agency shall notify IHS at the earliest opportunity of any changes, delays, or cancellations of any court hearings or meetings to which the IHS employee is subpoenaed or scheduled to attend.
- i. For cases involving designation of dogs as at-risk or dangerous, impoundment, or other civil enforcement decisions, IHS will prepare and serve any notices required by the Public Agency's code or Idaho State Code on the parties required to be served, and will process appeal of those enforcement decisions as set forth in the Public Agency's code.
- j. IHS shall provide to the Public Agency an accurate telephone contact list containing the names, titles and direct office telephone numbers of IHS CEO, CFO, and Director of Animal Control. IHS shall provide the Public Agency updated contact lists within thirty (30) days of any changes.
- k. All IHS staff, including, without limitation: Animal Control Officers, and animal welfare dispatch staff, shall return all telephone messages and emails within forty-eight (48) hours of receipt of the message or email.
- l. All Public Agency staff shall return all telephone messages and emails from IHS employees within forty-eight (48) hours of receiving the message or email.

## **B. Emergency Services.**

1. **Hours and Days of Emergency Services.** Emergency services shall operate twenty-four (24) hours per day, seven (7) days per week.
2. **Staffing.** IHS employee staffing levels shall be sufficient to provide on-going emergency services to the Public Agency. For purposes of this Agreement, "Emergency Services" shall include field calls for the following:
  - a. Injured stray dog or cat;
  - b. Dog bite or cat bite with animal still at-large;
  - c. Dog bite of such severity to require quarantine of the animal;
  - d. Dangerous, threatening, or at-risk dog with the dog still at-large, constituting a threat to persons or domesticated animals;
  - e. Animal, caught in a trap that is making a disturbance, or that is injuring itself;

- f. Dog, cat, or livestock causing traffic safety issue;
- g. Animal cruelty violations;
- h. Dangerous animal at-large;
- i. Exotic animals and wildlife;
- j. Multiple calls received on the same non-emergency animal-related problem (IHS officer to be on-call, and police dispatch will evaluate the circumstances to determine whether to respond); and
- k. Request from a law enforcement agency, received after the hours of regular enforcement services, for assistance with an animal.

### C. IHS Employee Training.

1. **New Hires.** All new IHS Animal Control Officers and Dispatchers shall be provided adequate training by IHS. Such professional training shall include, without limitation: citation writing, incident report writing, witness interviewing and investigation skills, evidence collection, case management, preparation for court appearances, and court testimony.
2. **On-Going Training.** IHS shall provide on-going training to its IHS Animal Control Officers and Dispatchers for any gaps in skill sets and to address issues raised by the Public Agency regarding the performance of humane services by IHS in their jurisdictions.

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

- A. General Animal Welfare Services.** IHS employee staffing levels shall be sufficient to provide the on-going general animal welfare services within the jurisdictions of the Public Agency as follows:
1. Impoundment of free-roaming animals to protect the public from animal attacks, bites, and accidents caused by such free-roaming animals.
  2. Protection of public health through animal disease surveillance in conjunction with the Idaho Department of Health and Welfare.
  3. Protection of public health by designating dogs as dangerous or at-risk where appropriate, and managing such dogs as set forth in the Public Agency's code.
  4. Quarantine of disease-suspect and bite case animals.
  5. Participation in local disaster planning to address animal-related issues.

6. Protection of animals by:
  - a. enforcement of cruelty to animals' statutes and codes;
  - b. transport of stray dogs to IHS's shelter; and
  - c. the transport of injured animals to IHS's veterinary hospital or other critical care facilities.
7. Removal and disposition of small dead domesticated and wild animals from public areas of the Public Agency's jurisdictions. Large wild animals will be referred to Fish and Game.
8. Referrals to appropriate governmental agencies, private entities, and volunteer service groups who respond to reports of injured wild animals and provide transportation of such animals to veterinary hospitals or local wild animal rehabilitation facilities. IHS to act as a liaison in these cases to create a great customer service experience and to ensure that animals are safe.
9. The provision of field services include, without limitation, responding to the following complaints and calls for service:
  - a. dog at large;
  - b. trapped dog;
  - c. livestock at large;
  - d. excessive dog barking;
  - e. unlicensed dog;
  - f. dog or cat without rabies vaccination;
  - g. dogs threatening a person or domestic animal;
  - h. dog or cat bite;
  - i. injured or sick stray dog, cat, or other domestic animals;
  - j. abandoned or mistreated animal;
  - k. negligently confined animal;
  - l. animal cruelty or neglect;
  - m. dead dog, cat, or other animals (including wild animals);
  - n. private kennel inspection;
  - o. prohibited or dangerous mammal or reptile investigation; and
  - p. unsanitary premises (*e.g.*, excessive animal waste inspection).

**B. Shelter Services.**

1. **Hours and Days of Shelter Services.** Shelter Services shall be open to the public seven (7) days per week from 10:00 a.m. to 6:00 p.m.
  2. IHS employee staffing levels shall be sufficient to provide the on-going shelter services for the Public Agency. For purposes of this Agreement, “Shelter Services” shall include:
    - a. Maintaining a lost and found program for animals.
    - b. Holding stray or lost animals in accordance with the applicable Public Agency’s ordinance.
    - c. Examining stray and lost animals for licenses or identification chips, and if a license or chip is found, to make a reasonable attempt to return such animal to its owner.
    - d. Coordinating with IHS’s veterinary clinic to ensure that all dogs and cats are spayed or neutered prior to adoption.
- C. Inspection of Breeding Operations.** IHS shall assist in the inspection of breeding operations, pet stores, and vendors of pets for compliance with any Public Agency’s applicable ordinances.

**IV. Promotion of Responsible Animal Ownership.**

- A. Promotion of Animal Code Compliance.** IHS shall provide services designed to support the goal of responsible animal ownership in the respective territorial limits of the Public Agency, including, without limitation, public information and education, making recommendations for needed changes in policies, fees, ordinances and legislation, and other community animal welfare matters. IHS shall strive to reduce animal-related violations and increase voluntary compliance with animal-related provisions. This goal may be achieved by vigorous and prompt animal code enforcement, public education, and positive reinforcement for responsible pet owners who abide by the law.
- B. Reduction in Surrender, Impoundment, and Euthanization of Animals.** The Parties shall seek to reduce the number of animals surrendered and impounded at the IHS shelter and subsequently euthanized. For purposes of this Scope of Service and the underlying Agreement, an “Impounded Animal” is any animal picked up by IHS, a Public Agency, or a private citizen and then delivered to IHS.
- C. Humane Education Classes.** IHS shall provide court-ordered humane animal education classes to individuals convicted of animal cruelty and neglect regularly (no less frequently than every sixty (60) days). IHS may charge a fee for such humane animal education classes, which is paid by the individuals who attend such classes.
- D. Promote Animal Adoptions; Spay and Neuter.** To maximize the live-release rate of animals, IHS will make reasonable efforts to promote animal adoptions. IHS shall continually educate the public (with special educational outreach provided by IHS to local youth) regarding the benefits of spaying or neutering pets.

- E. Promote Dog License Code Compliance.** IHS shall promote citizen compliance with the Public Agency's dog license ordinance provisions through participation in and cooperation with such Public Agency's licensing programs.
- F. IHS Recommendations to Public Agency.** IHS may provide the Public Agency with written recommendations for amendments to such Public Agency's animal-related ordinances in writing. Whether to accept and adopt such recommendations is in the sole discretion of the Public Agency.

**V. Recordkeeping; Reports and Documentation; Operating Procedures.**

- A. Recordkeeping.** IHS shall prepare and maintain complete and accurate records regarding the performance of Scope of Services, including, without limitation, detailed annual operating expenses records and the disposition of Impounded Animals. IHS shall account for services under this Agreement separately from other functions to the extent administratively feasible and shall provide a reasonable basis for allocated costs.
  - 1. Operating Expense Records.** IHS shall maintain accurate and complete records of its operating expenses in connection with the Scope of Services. The records shall be maintained in such a manner that IHS can provide information about its animal enforcement operating expenses separately from its other operations for the Public Agency.
  - 2. Fees Reconciliation Records.** IHS shall maintain accurate and complete records of the fees it collects on behalf of the Public Agency. Each year as part of its annual report to the Public Agency, IHS shall accurately reconcile all the fees on behalf of the Public Agency for the purpose of calculating the offset amount of the Public Agency's paid portion of IHS's annual operating expenses.
- B. Annual Report.** IHS shall provide a written annual report, no later than January 31st of each year to the Public Agency. The annual report shall be written in the format provided in Schedule 1, attached hereto and incorporated by reference, and share information regarding IHS's operational expenses, collection and reconciliation of fees, provided service levels, and education efforts provided to the Public Agency for the prior twelve (12) months. IHS shall maintain books, records, reports, and accounts adequate to allow the auditor to fully evaluate, assess and audit IHS's performance of the Scope of Service, as provided further in Section E of the Agreement.
  - 1. In-Person Presentation to Public Agency.** The Public Agency may request IHS to present the annual report or a subsequent report to its governing body (i.e., Mayor and City Council or Board of County Commissioners) at a public meeting. The in-person presentation shall occur within thirty (30) days of the request.
  - 2. Target Service Levels Documentation.** Part of the annual report to the Public Agency shall include documentation showing the current service levels in the Public Agency's jurisdiction in comparison to a three-year average baseline and provide projected target service levels for the next twelve (12) months. The documentation shall include statistical information with respect to the following services:
    - a.** number of field calls within the jurisdiction of the Public Agency, sorted by call category;

- b. IHS shall make available to the Public Agency the raw data of IHS Animal Control Officer response times to the calls for service upon request. Beginning from January 1, 2020, IHS shall calculate and provide the average response times to calls for service within the jurisdiction of the Public Agency;
- c. number of citations issued for animal code violations;
- d. number of Impounded Animals;
- e. number of days Impounded Animals were boarded;
- g. number of Impounded Animals returned to the owner;
- g. number of animals adopted;
- h. number of dog licenses sold by IHS;
- i. number of spay and neuter procedures performed;
- j. number of volunteer hours logged;
- k. number of animals fostered; and
- l. number of live-release rates for dogs and cats.

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

**D. Standard Operating Procedures.** IHS shall develop internal standard operating procedures and policies (“SOPs”) related to the services provided under this Agreement, to be completed no later than December 31, 2021. All applicable IHS employees are to be trained on these SOPs. Upon request, IHS shall produce a current and accurate written copy of these SOPs.

## SCHEDULE 1 FORM OF ANNUAL REPORT

### Idaho Humane Society Annual Statistics

	Ada County	Kuna	Boise	Meridian	Eagle	Combined Total
City/County Field Calls divided by category:						
Aggressive						
Attack						
Barking						
Bite						
Dead/Injured						
Dog at Large						
Large/Small Animal Cruelty/Neglect						
Miscellaneous						
Pickup - Cat						
Pickup - Dog						
Loose Livestock						
Wildlife Related Calls						
Extra Patrol						
Barrister/Sheriff's Office /City Hall, etc						
Total number of calls						
IHS average response times to Priority Calls for Service - Minutes						
Number of city licenses sold by IHS						
Number of citations issued for Animal Code Violations						
Number of Letters issued for Barking Dogs Notices - 2nd year						
Number of Letters issued for Dog at Large Notices - 1st year						
Number of Warnings issued for Animal Code Violations						
Number of times officers educated vs. citing						
Number of animals handled						
Number of animals impounded						
Average number of boarded days per impounded animal						
Number of animals returned to owner						
Live Release rate total						
Cats						
Dogs						
Number of spay/neuter procedures performed						
Number of animals fostered						
Number of animals adopted						
Number of volunteer hours logged						
Humane Education program youth reached						

## **DOG LICENSING FEES PER PUBLIC AGENCY**

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

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

**RESOLUTION NO. R68-2023  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO SIGN; AND AUTHORIZING THE MAYOR TO EXECUTE THE JOINT POWERS AGREEMENT BETWEEN THE ADA COUNTY SHERIFF’S OFFICE AND THE CITY OF KUNA RELATING TO LAW ENFORCEMENT SERVICES FOR FISCAL YEAR 2024 AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.**

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

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

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

**PASSED BY THE COUNCIL** of Kuna, Idaho this 5<sup>th</sup> day of September, 2023.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 5<sup>th</sup> day of September, 2023.

\_\_\_\_\_  
Joe L. Stear, Mayor

ATTEST:

\_\_\_\_\_  
Chris Engels, City Clerk

AGREEMENT NO. \_\_\_\_\_

**JOINT POWERS AGREEMENT BETWEEN THE ADA COUNTY SHERIFF’S OFFICE  
AND THE CITY OF KUNA RELATING TO LAW ENFORCEMENT SERVICES  
FY 2024**

**THIS JOINT POWERS AGREEMENT** (“Agreement”) is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between Ada County, a duly formed and existing county pursuant to the laws and Constitution of the State of Idaho (“County”), the Ada County Sheriff’s Office (“ACSO”) and the City of Kuna, Idaho, a municipal corporation of the State of Idaho (“City”).

**WITNESSETH**

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

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

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

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

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

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

- a. Reactive patrol to enforce state law and City-adopted municipal, criminal, and traffic codes and to respond to residents' and business' calls for service;
- b. Proactive patrol to prevent and deter criminal activity;
- c. Traffic patrol to enforce applicable traffic codes;
- d. Detectives to investigate local felony crimes and other incidents including misdemeanor crimes, as directed by the Chief of Police;
- e. Community crime prevention; and
- f. Communications services, including call receiving, and dispatch.

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

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

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

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

- a. Such positions shall be assigned to the City and shall be dedicated to work within the City limits, subject to responses to assist another jurisdiction or ACSO unit.
- b. The number of such positions assigned to the City will remain constant. The City recognizes that the deputies assigned to the City may be unavailable at times due to training, vacation, sick leave, or other leave. Notwithstanding a deputy's absence, calls for service in the City will be responded to by appropriate personnel at the discretion of the Police Services Supervisor. The transfer of personnel will be coordinated by the ACSO, in consultation with the City Chief Executive Officer or designee, to minimize the impact of potential vacancies.
- c. Support and administrative services shall be provided to the City at the level, degree and type as provided by the ACSO in unincorporated Ada County.
- d. Additional support services may be purchased by the City and assigned for the sole benefit of the City.

1.5 Compensation.

- a. Total Cost. Total cost is reflected in Exhibit A.
- b. Development of Service Costs. Service costs shall include, but not be limited to, salary, benefits and special pays, if any, for personnel providing

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

- c. Billing. In consideration for duties, services, and functions heretofore described in Section 1, the City shall pay to the ACSO the sum of **\$3,797,712.00** for the term of this Agreement. Said sum shall be paid in twelve (12) equal monthly installments of **\$316,476.00**, due no later than the tenth day of each month. Payments shall commence October 10<sup>th</sup>.
- d. Application. The City may request special services for citywide events and agrees to pay for actual overtime, salary, special pay, and benefit costs for these special events. ACSO agrees to work with the City to minimize the costs applicable to such requests.
- e. Discretionary Overtime. When agreed to in advance by the parties, the ACSO shall provide operational overtime when requested by the City for special city events or dignitary protection. Overtime, when requested in these categories, will be billable at the actual overtime rate of the deputy(s) working. Where the ACSO has sufficient advance notice, the ACSO agrees to work with the City prior to the event to minimize the costs applicable to such requests.

#### 1.6 Special Provisions.

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

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

- b. Computers. The ACSO Information Technology Unit will be responsible for the repair and maintenance of all equipment, software, and accessories that are used in conjunction with the mobile computing program.
- c. City Police Facility. The City may purchase or lease its own facility and provide for the operation and maintenance of said facility. The facility must meet or exceed all applicable City, state and federal codes and requirements. The facility must also adequately meet the space and security needs of permanently assigned ACSO personnel. The City will be responsible for all charges associated with the planning, design, construction, and/or renovation of the facility and property.
- d. Hiring of Additional Deputies. City understands and agrees that when additional deputies are requested by the City and added to this Agreement, ACSO will require a reasonable amount of time to hire and train the new deputies. ACSO will not reduce service or response based on the need to train officers. City will not be entitled to a credit towards the fees paid pursuant to this Agreement, due to any situation where it may take ACSO longer than expected to hire and train a deputy to fill the requested position.

1.7 Reporting.

- a. Reporting Districts. Reporting districts coterminous with the City boundaries will be maintained to enable accurate data collection on law enforcement services provided and criminal activity.
- b. Notification of Criminal Activity. The ACSO will notify the City in the event of a significant occurrence within the City.
- c. Monthly Reports. The ACSO will provide monthly reports on traffic incidents and criminal activity to the City, which can be provided electronically. On a quarterly basis, the ACSO will appear before the City Council and provide further information as requested.

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

- a. Control of Personnel. Control of personnel, standards of performance, discipline and all other aspects of performance shall be governed entirely by the ACSO. Allegations of misconduct shall be investigated in accordance with ACSO protocol.
- b. Status of Employees. All persons rendering service hereunder shall be for all purposes employees of the ACSO.
- c. Liabilities. All liabilities for salaries, wages, any other compensation, injury, or sickness arising from performance of the law enforcement services by the ACSO hereunder shall be that of the ACSO.
- d. Provision of Personnel. The ACSO shall furnish all personnel and such resources and material deemed by the ACSO as necessary to provide the

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

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

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

- a. Municipal Police Authority. The City promises to confer municipal police authority on such ACSO deputies as might be engaged hereunder in enforcing City ordinances within City boundaries, for the purposes of carrying out this Agreement.
- b. Special Supplies. The City promises to supply, at its own cost and expense, any special supplies, stationery, notices, forms, and the like where such must be issued in the name of the City.

1.10 Duration. This Agreement is effective upon authorization and signature by all parties, except that services and charges shall commence on October 1, 2023, and unless otherwise terminated, shall continue in effect until September 30, 2024. This Agreement may be renewed upon the mutual written consent of the parties.

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

- a. Notice of Termination. In the event either party hereto desires to terminate the Agreement prior to the expiration date, such party may do so by giving sixty (60) days written notice to other parties.
- b. Transition Plan. Within thirty (30) days of the receipt of such written termination notice, the parties shall commence work on and complete a mutually agreed-upon transition plan providing for an orderly transition of responsibilities from the ACSO to the City. The planning method should proceed along the lines of a project management approach to facilitate the joint planning process by the City and the ACSO. The overarching goal of the transition plan will be to ensure there is no disruption in service to the community. Each party shall bear its respective costs in developing the transition plan.
- c. Termination and/or Interest Charge. In the event the City fails to make a monthly payment within sixty (60) days of billing, the ACSO may charge an interest rate within two percentage points of the interest rate on the monthly ACSO investment earnings. In addition, in the event the City fails to make a monthly payment within one hundred twenty (120) days of billing, the ACSO may terminate this Agreement.

1.12 Indemnification.

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

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

- b. County to Hold City Harmless. The County hereby covenants to hold and save the City and all its officers, agents, and employees, harmless from all claims whatsoever that might arise against the City, its officers, agents, or employees by reason of any acts or failures to act on the part of the County, its officers, agents, or employees in the performance of the duties required by the terms of this Agreement.
- c. Liability Related to City Ordinances, Policies, Rules and Regulations. In executing this Agreement, the ACSO does not assume liability or responsibility for or in any way release the City from any liability or responsibility which arises in whole or in part from the existence or effect of City ordinances, policies, rules or regulations. If any cause, claim, suit, action or administrative proceeding is commenced in which the enforceability and/or validity of any such City ordinance, policy, rule or regulation is at issue, the City shall defend the same at its sole expense and, if judgment is entered or damages are awarded against the City, the ACSO, or both, the City shall satisfy the same, including all chargeable costs and reasonable attorney's fees.
- d. Insurance. Each party shall procure and maintain insurance as required by applicable federal and state law and as may be appropriate and reasonable

to cover its staff, equipment, vehicles, and property, including but not limited to liability insurance, workers' compensation, automobile liability, and property damage. Each party has the right to self-insure all or part of the insurance requirements set forth in this paragraph.

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

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

1.15 Agreement Administration.

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

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

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

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

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

**CITY OF KUNA**

By: \_\_\_\_\_  
Joe Stear, Mayor

ATTEST:

\_\_\_\_\_  
Kuna City Clerk

**ADA COUNTY SHERIFF’S OFFICE**

By: \_\_\_\_\_  
Matthew Clifford, Sheriff

**Board of Ada County Commissioners**

By: \_\_\_\_\_  
Rod Beck, Commissioner

By: \_\_\_\_\_  
Ryan Davidson, Commissioner

By: \_\_\_\_\_  
Thomas Dayley, Commissioner

ATTEST:

\_\_\_\_\_  
Trent Tripple, Ada County Clerk

**EXHIBIT A**

**BUDGET**

(1 page – attached)

<b>FY24 City of Kuna Contract - 5% COLA</b>			
<b>Consolidated Contract City Budget Summary</b>	<b>FY 23 Final</b>	<b>Base</b>	
<u>Personnel</u>	\$ 3,231,540	\$	3,629,435
<u>Special Event Overtime</u>	\$ 8,000		
<u>Equipment / Uniforms</u>	\$ 80,902	\$	105,674
<u>Operational</u>	\$ 51,988	\$	38,762
<u>Vehicles</u>	\$ 229,765	\$	267,576
<u>Support</u>	\$ 19,495	\$	23,835
<u>Property &amp; Evidence</u>	\$ -	\$	-
<u>Victim Services Unit</u>	\$ -	\$	-
<u>Extra Operational Items Requested</u>	\$ 34,578	\$	17,000
<b>Total Expenses before credit</b>	<b>\$ 3,656,268</b>	<b>\$</b>	<b>4,082,282</b>
Less Shared Services Credit	\$ (253,518)	\$	(284,570)
<b>New FY24 Contract Amount</b>	<b>\$ 3,402,749</b>	<b>\$</b>	<b>3,797,712</b>
Prior year contract amount		\$	3,402,749
<b>Net change to contract for FY24</b>		<b>\$</b>	<b>394,963</b>

**RESOLUTION NO. R69-2023  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE VACATION OF A PORTION OF AN EXSTING UTILITY EASMENT IN LOT 45, BLOCK 1 OF FALCON CREST SUBDIVISION NO. 1; BEING MORE PARTICULARLY DESCRIBED IN EXHIBIT “A” AND EXHIBIT “B”.**

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

Section 1. SHACQ 2020, LLC, (The “Owners) of Lot 45, Block 1 of Falcon Crest Subdivision No. 1 request the vacation of a portion of an existing utility easement in Lot 45, Block 1 of Falcon Crest Subdivision No. 1 [legally described in Exhibit A attached hereto].

Section 2. The Public Works Director approved the described partial easement vacation in accordance with Kuna City Code 1-14-3 and Idaho State Code 50-1306A(5).

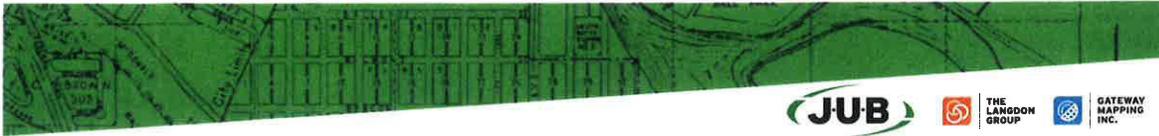
**PASSED BY THE COUNCIL** of Kuna, Idaho this 5<sup>th</sup> day of September 2023

**APPROVED BY THE MAYOR** of Kuna, Idaho this 5<sup>th</sup> day of September 2023

\_\_\_\_\_  
Joe L. Stear, Mayor

ATTEST:

\_\_\_\_\_  
Chris Engels, City Clerk



JUB ENGINEERS, INC.

JUB FAMILY OF COMPANIES

**Exhibit "A"**  
**Falcon Crest Subdivision No. 1 – Lot 45, Block 1**  
**Partial Easement Vacation Legal Description**  
*May 31, 2023*

A tract of land situate in the southwest quarter of Section 22 Township 2 North, Range 1 East, Boise Meridian, City of Kuna, County of Ada, State of Idaho, and being more particularly described as follows:

That portion of Lot 45 of Block 1 as shown on the Plat of Falcon Crest Subdivision No. 1, recorded in Book 122 of Plats, at Pages 19308 through 19316, Ada County Records, hereinafter referred to as "Falcon Crest Subdivision No. 1" described as follows:

Commencing at the west quarter corner of said Section 22; thence from said Point of Commencement, South 00°42'47" West, coincident with the west line of said Section 22 a distance of 2,650.93 feet to the southwest corner of said Section 22; thence leaving said west line, the following two (2) consecutive courses and distances:

1. South 89°57'42" East, coincident with the south line of said Section 22, a distance of 48.00 feet to a point on the easterly right-of-way line of S. Cloverdale Road as described in the Warranty Deed recorded as Instrument No. 108003131, Official Records of Ada County, and
2. leaving said south line, North 00°42'47" East, coincident with said right-of-way line, a distance of 1,241.81 feet to a 1-3/16-inch copper plug in concrete stamped "PLS 17665" marking the southwesterly corner of the Plat of Falcon Crest Subdivision No. 4, recorded in Book 124 of Plats, at Pages 19886 through 19893, Ada County Records, hereinafter referred to as "Falcon Crest Subdivision No. 4";

thence continuing North 00°42'47" East, coincident with the westerly line of said Falcon Crest Subdivision No. 4, a distance of 587.58 feet to a 1-3/16-inch copper plug in concrete stamped "PLS 17665" marking the northwesterly corner of said Falcon Crest Subdivision No. 4, said corner also being the southwesterly corner of said Falcon Crest Subdivision No. 1; thence leaving said westerly line, coincident with the boundary lines common to said Falcon Crest Subdivision No. 4 and said Falcon Crest Subdivision No. 1, the following four (4) consecutive courses and distances:

1. South 89°17'13" East, a distance of 131.37 feet to a 5/8-inch rebar with a plastic cap stamped "JUB PLS 16642",
2. along the arc of a non-tangent curve to the right, concave southerly, having a radius of 55.50 feet, through a central angle of 136°30'44", an arc length of 132.23 feet, and a chord bearing North 53°52'59" East, a distance of 103.10 feet to a 5/8-inch rebar with a plastic cap stamped "JUB PLS 16642",
3. South 89°17'13" East, a distance of 132.35 feet to a 5/8-inch rebar with a plastic cap stamped "JUB PLS 17665", and

May 31, 2023

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Page 1 of 2

2760 West Excursion Lane, Suite 400, Meridian, ID 83642-5752 | [www.jub.com](http://www.jub.com) | 208.376.7330

- 4. South 00°42'47" West, a distance of 320.00 feet to a 5/8-inch rebar with a plastic cap stamped "JUB PLS 17665", marking the southwesterly corner of the aforesaid Lot 45;

thence South 89°17'13" East, coincident with the southerly line of said Lot 45, a distance of 10.00 feet to a point on a line lying 10.00-feet easterly of and parallel with the westerly line of said Lot 45; thence North 00°42'47" East, coincident with said parallel line, a distance of 5.00 feet to the **Point of Beginning** of this description;

thence from said **Point of Beginning**, continuing North 00°42'47" East, coincident with said parallel line, a distance of 5.00 feet to the northwesterly corner of the Utility Easement as shown on said Lot 45; thence South 89°17'13" East, coincident with the northerly line of said Utility Easement, a distance of 98.75 feet to a point on a line lying 10.00-feet westerly of and parallel with the easterly line of said Lot 45; thence leaving said northerly line, South 00°42'47" West, coincident with said parallel line, a distance of 5.00 feet to a point on a line lying 5.00-feet northerly of and parallel with the southerly line of said Lot 45; thence North 89°17'13" West, coincident with said parallel line, a distance of 98.75 feet to the **Point of Beginning**.

Containing an area of 494 square feet of land, more or less.

The above-described tract of land is shown on Exhibit "B" attached hereto and made a part hereof.

End of Description.

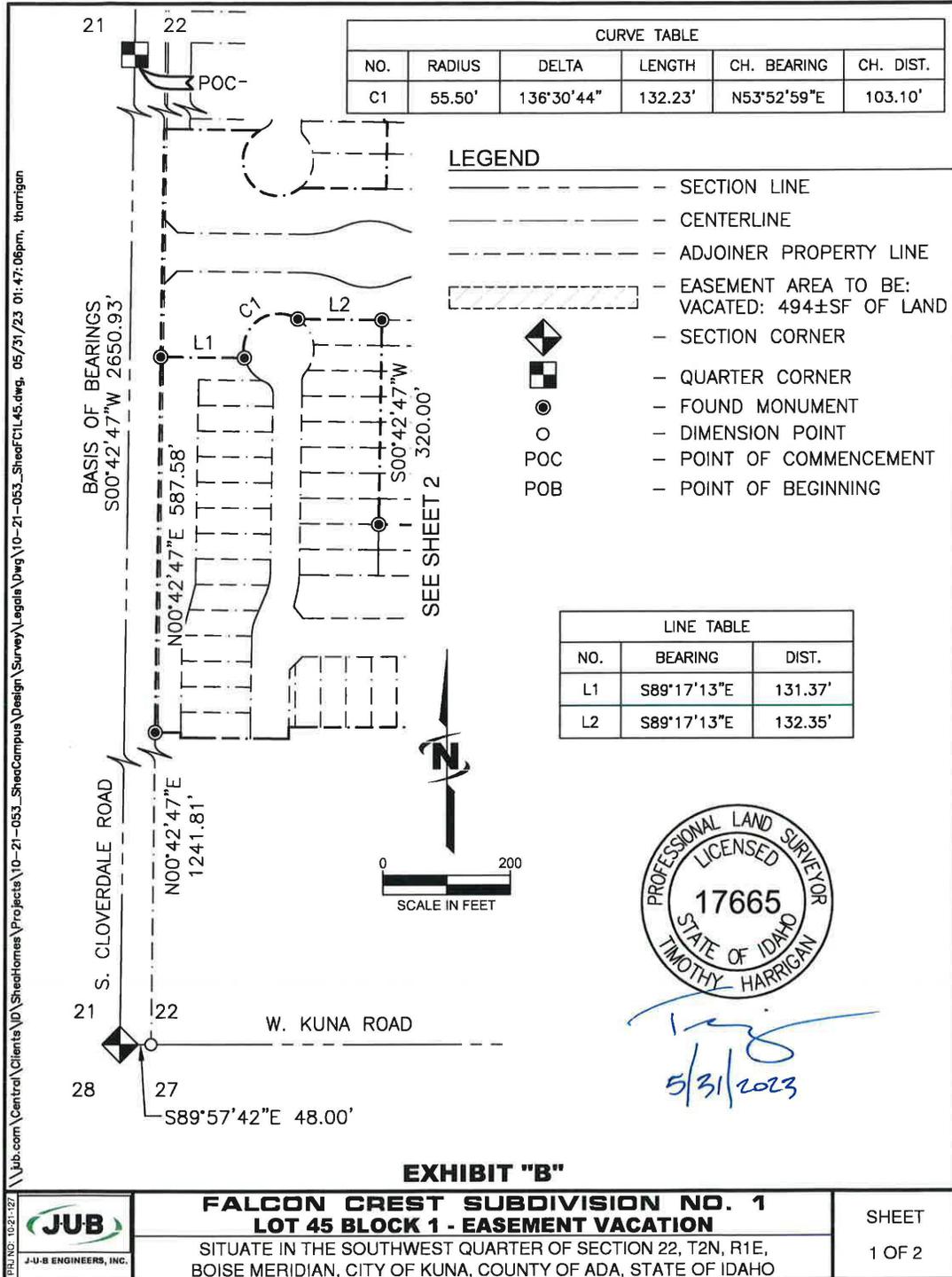
**J-U-B ENGINEERS, Inc.**

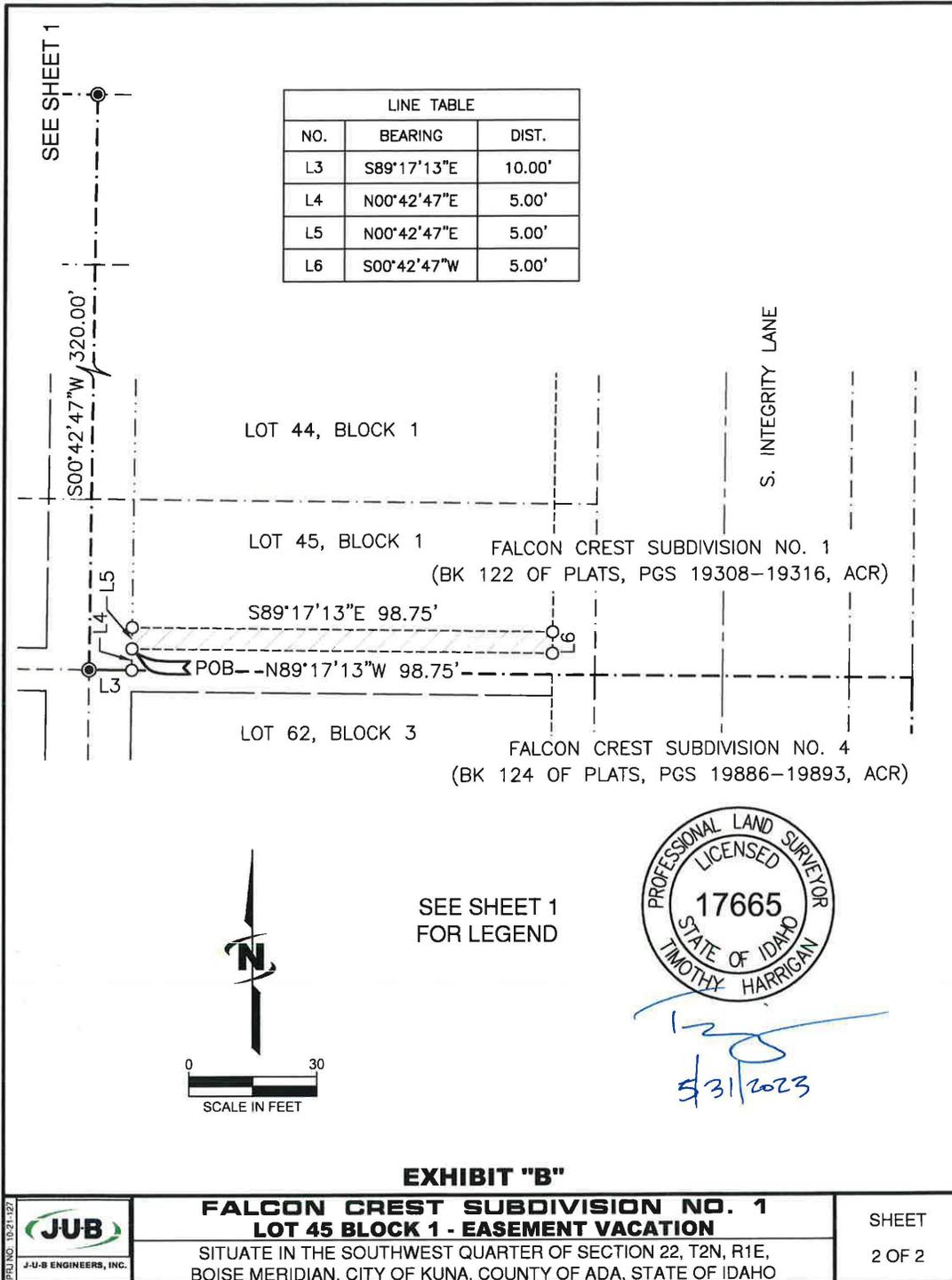
This description was prepared by me or under my supervision. If any portion of this description is modified or removed (including, but not limited to, the graphic portion shown on the attached Exhibit "B") without the written consent of Timothy Harrigan, PLS, all professional liability associated with this document is hereby declared null and void.

  
 Timothy Harrigan, PLS 17665

5/31/2023  
 Date







**RESOLUTION NO. R60-2023  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A NEW FEE SCHEDULE FOR TRASH COLLECTION SERVICES THAT REFLECTS UPDATED RATES INCLUDING NEW FEES FOR COLLECTION SERVICES RELATED TO THE CITY’S COLLECTION, HAULING AND REMOVAL OF SOLID WASTE WITH ITS CONTRACTOR J&M SANITATION, WITH AN EFFECTIVE DATE OF AUGUST 1, 2023.**

**WHEREAS**, Pursuant to Kuna Ordinance No. 2023-\_\_\_, the City has an exclusive franchise agreement with J&M Sanitation to provide for a system for the collection, hauling and removal of solid waste within the City and establishing fees on the collection thereof and the Franchise Agreement, as amended; and

**WHEREAS**, The Ordinance and Agreement provides for the ability to collect rates for all services offered; and

**WHEREAS**, J&M Sanitation has revised its Fee Schedule to reflect additional services offered and their associated new fees, to commence with the August 1, 2023 billing.

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

The Fee Schedule, reflecting the additional trash collection rates for trash collection services within the City of Kuna, Idaho is hereby approved with an effective date of August 1, 2023. The Fee Schedule is attached hereto as **EXHIBIT A**.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 5<sup>th</sup> day of September, 2023.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 5<sup>th</sup> day of September, 2023.

\_\_\_\_\_  
Joe L. Stear, Mayor

ATTEST:

\_\_\_\_\_  
Chris Engles, City Clerk

**EXHIBIT A: J&M SANITATION FEE SCHEDULE****Standard Collection Service*****Residential - Standard Collection Service (Once a Week)***

	<b>Current Rate/Month</b>
Regular 1 - 95 gal trash cart	\$24.16
Regular 2 - 95 gal trash carts	\$26.77
Regular 3 - 95 gal trash carts	\$29.36
Regular 4 - 95 gal trash carts	\$32.00
Regular 5 - 95 gal trash carts	\$34.04
Regular 6 - 95 gal trash carts	\$36.65
Senior Citizen 1 - 95 gal trash cart	\$18.36
Senior Citizen 2 - 95 gal trash carts	\$21.03
Senior Citizen 3 - 95 gal trash carts	\$23.56
Carry Out/Drive-In 1 - 95 gal trash cart	\$30.94
Carry Out/Drive-In 2 - 95 gal trash carts	\$33.57
Carry Out/Drive-In 3 - 95 gal trash carts	\$36.13

***Commercial - Standard Collection Service (Frequency Below)***

	<b>Current Rate/Month</b>
Commercial 1 - 95 gal trash cart (once a week)	\$31.28
Commercial 2 - 95 gal trash carts (once a week)	\$33.95
Commercial 3 - 95 gal trash carts (once a week)	\$36.47
Commercial 4 - 95 gal trash carts (once a week)	\$38.57
Dumpster (permanent) (once a week):	
3 Yard	\$120.82
4 Yard	\$161.10
6 Yard	\$189.19
8 Yard	\$260.95
Dumpster (permanent) (twice a week):	
3 Yard	\$189.19
4 Yard	\$252.26
6 Yard	\$378.13
8 Yard	\$450.13
Dumpster (permanent) (three times a week):	
3 Yard	\$260.95
4 Yard	\$347.96
6 Yard	\$521.91
8 Yard	\$593.16
Dumpster (permanent) (four times a week):	
3 Yard	\$312.00
4 Yard	\$416.00
6 Yard	\$624.00
8 Yard	\$832.00

Compactor (once a week):	
4 Yard	\$495.15
6 Yard	\$707.01
Compactor (twice a week):	
4 Yard	\$984.68
6 Yard	\$1,407.60
Other Commercial:	
Commercial 2 - 95 gal trash cart (twice a week)	\$66.89
KSD school dumpsters	\$8,784.23
Commercial 3 Yard (bi-weekly)	\$95.23
Commercial 4 Yard (bi-weekly)	\$127.00
Commercial Dump 2 ea. 3 Yard (three times a week) (9) Owners (White Barn)	\$57.98
Commercial 3 Yard split (once a week) (2) Owners	\$60.41
Commercial 3 Yard (twice a week) (2) Owners	\$94.60
Commercial 8 Yard (once a week) (6) Owners (Art Ct)	\$43.49
Commercial 6 Yard (twice a week) (2) Owners	\$189.07
Commercial 8 Yard (twice a week) (6) Owners (Art Ct)	\$75.02
Commercial 8 Yard (three times a week) (9) Owners	\$65.90

### Specialty On-Call Service

#### *On-Call Dumpsters*

	<b>Current Rate/Month</b>
On-Call 3 Yard Dumpster Delivery	\$47.11
On-Call 3 Yard Dumpster Rent	\$3.50/day
On-Call 3 Yard Dumpster Relocation	\$47.11
On-Call 3 Yard Dumpster Empty	\$50.00

#### *Roll Offs*

	<b>Current Rate/Month</b>
Roll Off Delivery	\$47.11
Roll Off Rent (no lid)	\$3.50/day
Roll Off Rent (lid)	\$5.00/day
Roll Off Relocation	\$47.11
15 Yard Empty (waste only)	\$315.00
15 Yard Empty (wood only)	\$240.00
15 Yard Empty (metal only)	\$200.00
20 Yard Empty (waste only)	\$420.00
20 Yard Empty (wood only)	\$320.00
20 Yard Empty (metal only)	\$260.00

25 Yard Empty (waste only)	\$500.00
25 Yard Empty (wood only)	\$390.00
25 Yard Empty (metal only)	\$300.00
30 Yard Empty (waste only)	\$575.00
30 Yard Empty (wood only)	\$450.00
30 Yard Empty (metal only)	\$350.00
40 Yard Empty (waste only)	\$750.00
40 Yard Empty (wood only)	\$600.00
40 Yard Empty (metal only)	\$465.00
25 Yard Compactor Empty	\$550.00
30 Yard Compactor Empty	\$600.00
40 Yard Compactor Empty	\$800.00

*Miscellaneous Specialty On-Call Service*

	<b>Current Rate/Month</b>
Excess Pickup (general household)	\$20.00/yard
Large/Bulky Non-Freon Item	\$13.09
Lid Lock Installation (one-time fee)	\$59.53

**ORDINANCE NO.  
2023-21 CITY OF  
KUNA**

**AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO:**

- **REPEALING ORDINANCE NO. 2020-30; AND**
- **REPEALING CHAPTER 4 OF TITLE 8 KUNA CITY CODE; AND**
- **AMENDING TITLE 8 KUNA CITY CODE BY THE ADDITION THERETO OF A NEW CHAPTER 4 PROVIDING A SHORT TITLE, STATING AUTHORITY, PROVIDING DEFINITIONS, STATING FINDINGS OF PURPOSE AND INTENT, ESTABLISHING A SOLID WASTE COLLECTION SYSTEM AND SERVICE, PROVIDING FOR CONTRACTOR FRANCHISE AGREEMENT AND CONDITIONS FOR SOLID WASTE COLLECTION SYSTEM AND SERVICES, PROVIDING FOR CONTRACTOR SERVICES SCHEDULE AND FEES, ESTABLISHING COMPULSORY SOLID WASTE COLLECTION SYSTEM AND SERVICE USE BY PREMISES OWNERS AND OCCUPIERS, ALLOWANCE OF PERSONAL HAULING OF SOLID RECYCLABLE WASTE, PROVIDING FOR SOLID WASTE SANITARY CONTAINER REGULATIONS, PROVIDING FOR VOLUNTARY SUBSCRIPTION FOR COLLECTION OF RECYCLABLE WASTE, PROHIBITING AND DECLARING UNLAWFUL IDENTIFIED TYPES OF SOLID WASTE FROM COLLECTION, DEFINING AND DECLARING THEFT OF COLLECTION SERVICES AS UNLAWFUL, PROVIDING THAT THIS ORDINANCE APPLIES TO ALL CITY ANNEXATIONS, DECLARING DESCRIBING CIRCUMSTANCES WHERE THE PLACEMENT OF SOLID WASTE AND RECYCLABLE WASTE IS PUBLIC NUISANCE, PROVIDING FOR NOTICE TO VIOLATORS AND DECLARING A CONTINUED VIOLATION AS A MISDEMEANOR, PROVIDING FOR A PENALTY FOR VIOLATIONS OF CHAPTER 4 OF TITLE 8; 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 City of Kuna Ordinance No. 2020-30 is hereby repealed.

**Section 2.** That Chapter 4 of Title 8, Kuna City Code, is hereby repealed.

**Section 3.** That Title 8, Kuna City Code, is hereby amended by the addition thereto of a new Chapter 4 to read as follows:

**CHAPTER 4 – SOLID AND RECYCLABLE WASTE COLLECTION SYSTEM AND SERVICE**

**8-4-1: Short Title:** This chapter shall be known as the "Solid and Recyclable Waste Collection System and Service Ordinance."

**8-4-2: Authority:** This chapter is made pursuant to the authority granted the City by Article XII, Section 2 of the Idaho Constitution, Idaho Code §§ 50-329 and 50-344.

**8-4-3: Definitions:** For all purposes of this chapter, capitalized terms in this Section have the definitions as herein provided unless the context of the term clearly requires otherwise and the word is not capitalized:

- A. **City:** means the City of Kuna, Idaho.
- B. **City Fee Schedule:** means the fee schedule as approved from time to time by resolution of the City Council for the fees for the services provided by the Contractor to the owners and/or occupiers of Premises pursuant to this chapter.
- C. **Collection Service or Service:** means collection by the Contractor of Contractor-provided Standard Collection Service and Specialty On-Call Collection Services (definitions provided below), in accordance with the City Fee Schedule.
- D. **Contractor:** means the Person who has entered into a Franchise Agreement for the collection, hauling, and removal of Solid Waste.
- E. **Franchise Agreement:** means and refers to a franchise agreement entered into by and between the City and the Contractor pursuant to the authority, terms, and conditions of this chapter.
- F. **Incidental Third-Party:** means a third-party Person, including, without limitation, a gardener, landscaper, tree-trimming service, construction and demolition, on-site clean-up contractor, roofing tear-off contractor, paper shredder/document destruction company, or any other similar Person whose services incidentally generate Solid Waste and Recyclable Solid Waste and the hauling away thereof would be considered an incidental part of its services.
- G. **Large Item:** means any Solid Waste which does not readily or properly fit within a Standard Container or Specialty Container (defined below). Large Item pickup shall only occur in accordance with Section 8-4-12, below, and on terms and conditions as may be identified by City and the Contractor from time to time and published on the City's website, provided that anything that is considered household hazardous waste shall not be an eligible Large Item. Large Items shall be commercially reasonable in size and weight. Items that are excessive in size or weight shall be subject to additional charges and/or may be rejected by Contractor in its sole discretion.
- H. **Person:** means any person, firm, partnership, association, institution, limited liability company, corporation, trust and/or any other legal entity whether for profit or nonprofit, public or private, and in the plural as well as the singular.
- I. **Premises:** means any parcel of real property within the City where Solid Waste is created, accumulated, stored, or otherwise exists.

- J. **Recyclable Solid Waste:** means and refers to those Solid Waste materials which the Contractor provides written notice to the City and Premises subscriber owners and occupiers describing the materials that such subscribers may place in the wheeled recycling cart for Contractor collection.
- K. **Solid Waste:** means all materials discarded for disposal, putrescible and non-putrescible, solid and semi-Solid Waste material including rubbish, demolition and construction waste, industrial waste, vegetable solid and semi-Solid Waste, reusable or recyclable material, and other discarded solid and semi-Solid Wastes.
- L. **Self-Haul:** See Section 8-4-9(C)(1).
- M. **Specialty On-Call Collection Services:** means the collection of Large Items and by means of Specialty Containers under Section 8-4-3(N), which service is provided on an on-call basis as scheduled by a Premises owner with Contractor and may require a deposit as a condition of initiating, conditioning, or restoring on-call service.
- N. **Standard Collection Services:** means the pickup of Standard Containers occurring on a standard, regular schedule in accordance with the City Fee Schedule.
- O. **Specialty Containers:** means any type of receptacles, including without limitation, dump trailers, bins, drop box containers, roll-off containers, temporary dumpsters, or any other non-Standard Containers. .
- P. **Standard Containers:** means Wheeled Carts, Wheeled Recycling Carts, and those receptacles offered by the Contractor and designated as “Standard Containers” with regularly scheduled pickup service under the City Fee Schedule. This definition does not include Specialty Containers.
- Q. **Third-Party Collection Service:** means a Person who collects solid waste of the kind controlled by the Franchise Agreement and is not the Contractor. This definition does not include a qualifying Incidental Third-Party.
- R. **Waste Processing Facility:** means any waste disposal site or any public work at which Solid Waste is compacted, incinerated, or otherwise treated prior to disposal.
- S. **Wheeled Cart:** means a wheeled receptacle, ninety-five (95) gallons in volume, designed for the collection of Solid Waste or Recycled Solid Waste by means of a vehicle equipped with an automated hydraulic lift.

**8-4-4: Findings of purpose and intent:** The City Council of the City hereby adopts this chapter pursuant to its constitutional and statutory authority set forth in section 8-4-2 of this chapter for the following purposes:

- A. for the benefit of the public health, safety, welfare and aesthetics of the City, its residence

- and Premises owners; and
- B. exercising the City's authority to establish and maintain a Solid Waste and Recyclable Solid Waste collection system by franchise providing for the maintenance and operation of that Solid and Recyclable Waste collection system by private persons for all parts of the City; and
  - C. of exercising the City's authority to require the use of standardized containers for the storage and collection of Solid Waste and Recyclable Solid Waste from all Premises and providing for the collection of recyclable materials on a voluntary basis; and
  - D. continuing and improving a safe and sanitary system for the storage, collection and disposal of Solid Waste and Recyclable Solid Waste; and
  - E. of the prevention of injury and illness to Contractor personnel.

**8-4-5: Collection Service:** Solid Waste and the Recyclable Solid Waste collection system and service shall be provided by the City by entering into a Franchise Agreement with a Contractor in order to facilitate owners and occupants of Premises compliance with the Solid Waste and Recyclable Solid Waste disposal requirements of this chapter in accordance with the following:

- A. Contractor Franchise Agreement. A Contractor is authorized by the City Council to provide Solid Waste and Recyclable Solid Waste Collection Services pursuant to a Franchise Agreement which contains the terms and conditions of this chapter.
- B. Consideration for Franchise. As a part of the consideration for entering into a Franchise Agreement, the Contractor shall, for so long as this chapter is in effect, provide without charge, the following additional Solid Waste and Recyclable Solid Waste Collection Services:
  1. garbage and refuse removal at the City's annual "Kuna Days" celebration and additional events as agreed upon by Contractor and City; and
  2. regular weekly Collection Services for any City owned or operated facilities; and
  3. a hazardous waste collection program consisting of the operation of a collection site a minimum of twice each year; and
  4. Payment of franchise fees in accordance with the Franchise Agreement; and
  5. Collection from time to time of Large Items without additional cost to Premises owners only in accordance with Section 8-4-12, below.
- C. Transfer of Franchise Agreement. A Franchise Agreement shall terminate in the event a controlling interest in the Contractor is transferred or conveyed, unless such transfer or conveyance is first approved by resolution of the City Council. For purposes of this chapter, the term "controlling interest" shall mean 50% or more of the outstanding stock of the Contractor.

- D. Indemnification. The Contractor shall defend, indemnify and hold the City harmless from and against any and all claims, costs, damages or expenses, including attorney fees, incurred which arise out of or are in any way related to the services performed by the Contractor pursuant to the Franchise Agreement.
- E. Insurance. The Contractor shall at all times during the term of a Franchise Agreement maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage Insurance and shall maintain at all times which is inclusive of the following types of insurance coverages with no less than the following minimum coverage limits:
1. Coverage Minimum Worker's Compensation Statutory Employer's Liability:  
\$2,000,000.00; Bodily Injury Liability \$1,000,000.00 each occurrence Except Automobile  
\$2,000,000.00 aggregate;
  2. Property Damage Liability: \$1,000,000.00 each occurrence Except Automobile  
\$2,000,000.00 aggregate;
  3. Automobile Bodily Injury: \$1,000,000.00 each occurrence Liability \$2,500,000.00 aggregate;
  4. Automobile Property Damage: \$1,000,000.00 each accident Liability; and
  5. Excess Umbrella Liability: \$1,000,000.00 each occurrence/aggregate.
  6. Each insurance policy shall show the City has an additional interest and certificates of insurance shall be deposited with the City Clerk. Contractor shall promptly notify the City in writing if any required insurance policy is cancelled.
- F. Failure to Render Acceptable Performance. During the term a Franchise Agreement is in effect, should the Contractor fail to perform any of the duties imposed upon it by the Franchise Agreement, unless such failure is caused by circumstances beyond the Contractor's control, the City may notify the Contractor in writing of such failure, detailing the nature thereof, and Contractor shall correct such failure within 30 days of the mailing or delivery of such notice. Upon expiration of the said 30-day notice period, the City Council may conduct a hearing to determine whether the Contractor has corrected such failure, provided that the Contractor shall be given reasonable notice of the date, time and place of such hearing and further provided that Contractor shall be provided a reasonable opportunity to be heard on the matter. If it is established at such hearing that the Contractor's failure to perform its duties is a material breach of the Contractor's obligations under the Franchise Agreement, and if it is further established that the Contractor has not taken reasonable steps in an attempt to correct such failure by the date of the hearing, the City Council may terminate the Franchise Agreement.
- G. Franchise Agreement Terms. A Franchise Agreement shall set forth the term for which the

Franchise Agreement is in force and effect.

**8-4-6: - Schedule:** Subject to the approval of the Kuna City Council, the Contractor shall have the right to set its own pick-up schedules for its Services as set forth herein.

**8-4-7: - Fees:** Fees for Solid Waste and for Recyclable Solid Waste Collection Services provided pursuant to this chapter shall be in accordance with the following:

- A. Fee Amounts. Fees for Solid Waste and for Recyclable Solid Waste Collection Services shall be set in the City Fee Schedule from time to time by resolution of the City Council.
- B. Collection. Solid Waste and Recyclable Solid Waste Collection Service fees shall be billed to the owner or occupant of the Premises by the City and shall be paid to the City in the same manner as fees for sewer and water service are billed and collected, and fees that become delinquent shall be treated in the same manner and shall be subject to the same penalties and procedures as are provided for delinquent water and sewer bills.
- C. Payment of Contractor. The proceeds from the collection of fees for Solid Waste and Recyclable Solid Waste Collection Services as herein provided shall be placed in a special fund to be known as the "Solid Waste Fund". The City's Contractor, shall be paid out of such fund, weekly or as mutually agreed upon, all the proceeds from the collection of fees for Solid Waste Collection Services, less:
  - 1. any collection costs incurred by the City (such as attorney fees and court costs) pro-rated and properly attributable to the collection of fees for Solid Waste Collection Services; and
  - 2. the City billing fee as shall be established from time to time by agreement with the Contractor and adopted by resolution of the City Council.

**8-4-8: Compulsory Use of Solid Waste Collection Services:** All persons who own or occupy Premises shall use and be provided Solid Waste Collection Services as provided by the City's Contractor in accordance with the provisions of this chapter.

**8-4-9: Collecting or Hauling Without Franchise Unlawful:**

- A. Removal by Authorized Contractor. Removal, transportation, and disposal of Solid Waste from all Premises within the City shall be completed only by an authorized Contractor to whom the Franchise Agreement to do so has been granted by the City.
  - 1. It is unlawful for any Person other than the authorized Contractor to engage in the business of collecting or hauling Solid Waste or Recyclable Solid Waste in a manner controlled by the Franchise Agreement within the City.
- B. Exemptions. The following types of material may be collected or hauled, or the following types of services may be provided, by Persons who are not the authorized Contractor:
  - 1. Self-Hauled Materials: This chapter does not prohibit any Person themselves (without

contracting with a Third-Party Collection Service) from hauling Solid Waste or Recyclable Solid Waste from Premises owned or occupied by such Person to a Waste Processing Facility (“Self-Haul”).

2. Incidental Services: Nothing in this Chapter prohibits the hauling away of Solid Waste or Recyclable Solid Waste from a Premises by an Incidental Third-Party. Where the Incidental Third-Party contracts with a Third-Party Collection Service for haul away of Specialty Containers, the foregoing exemption shall no longer apply. Incidental Third-Parties providing such services may only haul for their own construction, demolition, or similar projects and must own all roll-off containers and trucks and have them clearly identified with their name and phone number and may not allow use of their equipment by other contractors.
- C. Non-Waiver of Fees: No exemption herein shall relieve the responsible Person of the Premises from the obligation to pay the Solid Waste and Recyclable Solid Waste Collection Service fees as provided herein.

**8-4-10: Solid Waste Sanitary Containers Regulations:** The owner or occupier of Premises shall, at all times, keep or cause to be kept approved Solid Waste Standard Containers and, except as otherwise provided, to deposit or cause to be deposited all Solid Waste therein as herein provided:

- A. Standards for Standard Containers. The City’s Solid Waste Contractor shall provide each residential owner or occupant of Premises one (1) Wheeled Cart for the collection of Solid Waste for a fee as set forth in the City Fee Schedule. Extra Wheeled Carts or dumpsters scheduled for regular pickup (e.g., for commercial properties) may be obtained from the Contactor for an additional fee as set forth in the City Fee Schedule.
- B. Use of Standard Containers. All Solid Waste must be deposited in Contractor supplied Standard Containers for collection except for Special Collection Services or as otherwise approved by the Contractor, and except for Solid Waste removed from a Premises by an Incidental Third-Party or through Self-Haul. It shall be unlawful for any Person to (i) leave Solid Waste at the curb for collection in any receptacle other than a Contractor owned and supplied Standard Container or (ii) load a Standard Container beyond its maximum volume, or in a manner which is unstable or likely to cause damage, spill or impact public health or safety. Wheeled Cart lids shall be completely closed when left for collection and open freely when emptied. It shall be the duty of every owner or occupant of a Premises to maintain the supplied Standard Containers in a secure condition so as to avoid offensive odors, health hazards and the scattering or spilling of solid waste.
- C. Location. The owner or occupier of Premises shall place Standard Containers for collection of Solid Waste by the Contractor as follows:
  1. In a place accessible to the Contractor.
  2. In circumstances of isolated Premises or Premises where reasonable access cannot be had by the Contractor’s truck, the Standard Containers may be placed in such locations as may be agreed upon by the Premises owner or occupier and Contractor.

3. Wheeled Carts may be placed at the curb side where curbs exist or road side where curbs to not exist.
  4. In alleys adjacent to the Premises where the Premises is adjacent to an alley and access is approved by the Contractor, no later than seven o'clock (7:00) A.M. on the Contractor's regularly scheduled collection day, but no sooner than the evening prior to collection.
  5. Placement shall otherwise be accessible to Contractor Solid Waste collection personnel and free from obstructions including, but not limited to, trees, shrubbery, fences, vehicles, and walls. The Contractor is not required to pass through any doors or gates, cross flowerbeds or lawns, go through hedges, or place themselves in any situation which could jeopardize their health or safety.
  6. Owners and occupants of Premises having curbside service must retrieve empty Wheeled Carts within twenty-four (24) hours of being serviced.
  7. Standard Collection Service dumpsters shall be placed in a designated dumpster enclosure(s).
- D. Notice of Non-collection. When the Contractor encounters Solid Waste which has not been placed in a Contractor supplied Wheeled Cart or has otherwise been left for collection in violation of the requirements of this section, the Contractor shall collect the Solid Waste that has been left in compliance with the requirements of this section and leave any other Solid Waste with a written notice affixed to the uncollected Solid Waste stating a brief description of the reason for non-collection.

**8-4-11: - Collection of Recyclable Solid Waste:** Recyclable Solid Waste Collection Service is provided by the Contractor to those Premises for which the owner or occupant thereof has elected to receive such service, on a voluntary subscription basis in accordance with the following:

- A. Recycling Containers. The Contractor shall provide each such subscribing owner or occupant one (1) Contractor-owned container for deposit of co-mingled Recyclable Solid Waste (a "Wheeled Recycling Cart") for a fee as set forth in the City Fee Schedule. Extra wheeled recycling carts may be obtained from the Contractor for an additional fee as set forth in the City Fee Schedule.
- B. Use of Wheeled Recycling Carts. All Recyclable Solid Waste must be deposited in the Contractor supplied Wheeled Recycling Carts for collection except for Special Collection Services approved by the Contractor.
- C. It shall be unlawful for any Person to place Recyclable Solid Waste for collection:
  1. in any receptacle other than a Contractor owned and supplied Wheeled Recycling Cart.
  2. by overloading a Wheeled Recycling Cart beyond its maximum volume of 95 gallons or weight capacity of 330 pounds.
  3. in a manner which is unstable or likely to cause damage, spill or impact public

health or safety.

4. in a manner where the Wheeled Recycling Cart lid is not completely closed.
- D. Only Recyclable Solid Waste, that the Contractor has identified by written notice delivered from time to time to the owner or occupant of Premises who have elected to receive Recyclable Solid Waste Collection Service, shall be placed in the Wheeled Recycling Cart for collection.
  - E. It is the duty of every subscribing owner or occupant to maintain the supplied Wheeled Recycling Carts in a secure condition so as to avoid offensive odors, health hazards and the scattering or spilling of Recyclable Solid Waste.
  - F. Location. All Wheeled Recycling Carts shall be placed for collection and then retrieved after collection in accordance with the provisions of Section 8-4-10(C) of this Chapter.
  - G. Notice of Non-collection. When the Contractor encounters Recycle Solid Waste which has not been placed in a Contractor supplied Wheeled Cart or a Wheeled Recycling Cart or has otherwise been left for collection in violation of the requirements of this section, the Contractor shall collect the Recyclable Solid Waste that has been left in compliance with the requirements of this section and leave any other Recyclable Solid Waste with a written notice affixed to the uncollected Recyclable Solid Waste stating a brief description of the reason for non-collection.

**8-4-12: Specialty Collection Services:** The Contractor is authorized to approve and provide Special Collection Services for a fee as set forth in Section 8-4-7 herein:

- A. Specialty Container. Unless otherwise agreed to in writing by Contractor, it shall not be the responsibility or obligation, financial or otherwise, of Contractor to procure, acquire, replace, repair, or make available Specialty Containers. Specialty Containers shall only include those offered on the City Fee Schedule.
- B. Location and Collection Time. The location and time to collect Large Items and Specialty Containers shall be on a case-by-case basis as directed and approved by Contractor and arranged by the Premises owner.
- C. Large Item Collection. Collection of Large Items requires advance arrangements to be made by a Premises owner directly with Contractor, which pick-up shall require payment of a fee to be paid in accordance the City Fee Schedule. Such Large Items must be placed curb side in order for Contractor to collect such Large Items. In addition, the Contractor shall provide the following Large Item collection events at which collection of specified Large Items shall occur free of charge: (i) Christmas tree collection (annually in early January); (ii) Large Items set out in connection with the annual “Kuna Clean Up” event (limitations to be identified from time to time by Contractor); and (iii) fall leaf collection (annually in late October or early November). The specific timeframe and conditions for such free pickup events shall be provided to City by Contractor on an annual basis.

- D. **Notice of Non-Collection.** When the Contractor encounters Solid Waste or Recyclable Solid Waste that is not a qualifying Large Item or which has not been placed in a Contractor approved Specialty Container or has otherwise been left for collection in violation of the requirements of this section, the Contractor shall collect the Solid Waste, Recyclable Solid Waste, or qualifying Large Items that have been left in compliance with the requirements of this section and leave any other with a written notice affixed to the uncollected Solid Waste, Recyclable Solid Waste, or non-qualifying Large Items stating a brief description of the reason for non-collection.
- E. **Custom Specialty Collection Services.** In the event a Premises owner requires significant Specialty Collection Services (e.g., significant industrial operators or build sites), Contractor may contract for Specialty Collection Services on commercially reasonable terms, in which event the City shall be provided the standard franchise percentage as identified from time to time on the franchise schedule.
- F. **City Fee.** The City shall be paid a portion of all amounts received for Specialty Collection Service in the amounts set forth on the City Fee Schedule. In the event of custom Specialty Collection Services or Collection Services that occur in connection with a Premises for which the City has not previously set up utility billing, Contractor shall collect such charges and remit the City's portion of such payments on a monthly basis, with detailed records accompanying such remittances. The City has the right to audit Contractor records to ensure compliance with the foregoing.

**8-4-13: - Prohibited Solid Waste:** It is unlawful for any Person to deposit or relinquish for collection by the Contractor:

- A. Any Solid Waste that has the following general characteristics:
1. Extreme temperatures;
  2. Harmful vapors;
  3. The presence of corrosive, flammable, explosive or toxic chemicals;
  4. Any materials with physical or other properties which render collection operations hazardous; or
  5. Any materials which create a risk to the environment or public health and safety.
  6. Liquid waste, both bulk and contained;
  7. Tires;
  8. Any material regulated by the state of Idaho or by the United States Environmental Protection Agency as hazardous waste;

9. Any equipment or machines containing refrigerants;
10. Infectious waste generated from business sources such as hospitals, clinics, medical, surgical, dental, nursing homes, veterinarian offices, and laboratories unless such wastes are sterilized, packaged, or otherwise processed so that they may be collected without hazard to collection personnel and the general public; and
11. Dead animal remains.

**8-4-14: - Theft of Collection Services:** It is unlawful and a violation of this chapter:

- A. For any Person, except for the owner or occupant of the Premises, to place or deposit any materials in or around a Standard Container or Specialty Container provided for the use of the Premises.
- B. For any Person to place Solid Waste in or around a Standard Container or Specialty Container at a Premise that is not generated at such Premises.

**8-4-15: - City Annexations:**

Subsequent to the effective date of this chapter, should any land be annexed into the City of Kuna, or otherwise be added to or included with the City limits of the City, such additional land shall be governed by the provisions of this chapter.

**8-4-16: -Public Nuisance:**

- A. Improper Disposal Solid Waste or Recyclable Solid Waste Prohibited: It shall be unlawful for any owner or occupier of the Premises to place or accumulate, or to permit others to place or accumulate, Solid Waste, Recyclable Solid Waste, or Large Item(s) on the Premises, or on any public or private lot, yard, street, alley, sidewalk, or otherwise nearby or adjacent to the Premises, or upon the Premises of another person. This Section 8-4-16 applies regardless of whether or not the Solid Waste, Recyclable Solid Waste, or Large Item(s) is in a Standard Container (e.g., Wheeled Cart) or Specialty Container. The owner and occupier of the Premises shall be responsible for the disposal of all such Solid Waste and Recyclable Solid Waste.
- B. Violation, Notice: Any Person found to be violating any provision of this section shall be served by the City by written notice stating the nature of the violation and providing a specified maximum period of time not to exceed five (5) days for the satisfactory correction thereof. If the violation is not corrected within five (5) days of receiving this notice, the Person may be charged with a violation of this chapter.

**8-4-17: - Penalty:**

The violation of any of the provisions of this chapter or the rules and regulations adopted hereunder unless otherwise specifically provided in this chapter shall be punishable as provided in Title 1, Chapter 4 of Kuna City Code. The code enforcement division of the City and such other persons as may be appointed by the Mayor and City Council by resolution shall be responsible for the enforcement of the provisions of this chapter and other duties as the City

Council may prescribe. Prior to enforcement by the City against any Third-Party Collection Service operating in violation of this Chapter, the Contractor shall be required to contact such Third-Party Collection Service in writing, providing notice of the requirements of this Chapter. In the event such Third-Party Collection Service fails to adhere to the requirements of this Chapter, the matter shall be referred to the City for further action in accordance with Title 1, Chapter 4 of Kuna City Code.



**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 as Chapter 4 of Title 8.

**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 August, 2023.

**CITY OF KUNA**

\_\_\_\_\_  
Joe Stear, Mayor

ATTEST:

\_\_\_\_\_  
Chris Engels, City Clerk

**ORDINANCE NO. 2023-22  
CITY OF KUNA**

**AN ORDINANCE OF THE CITY COUNCIL OF KUNA, IDAHO:**

- **FINDINGS OF HISTORY , AUTHORITY, PURPOSE AND INTENT; AND**
- **GRANTING TO J & M SANITATION, INC. A FRANCHISE FOR SOLID WASTE AND RECYCLEABLE WASTE COLLECTION SERVICE AND AUTHORIZING THE *FOURTH AMENDED AND REFORMED FRANCHISE AGREEMENT*; 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. Findings.**

- 1.1** The City Council finds and state its history, authority, purpose and intentions for approval of this Ordinance as is set forth in Kuna City Ordinance No. 2023-\_\_, in Sections 8-4-2 and 8-4-4 Kuna City Code and as is set forth in Section 2 of the *Fourth Amended and Reformed Franchise Agreement* granted pursuant to this Ordinance.

**Section 2. Granting a franchise and authorizing the City to enter into the *Fourth Amended and Reformed Franchise Agreement* with J & M Sanitation, Inc.**

- 2.1** The City Council does hereby grant to J & M Sanitation, Inc. a franchise to provide Solid Waste and Recyclable Solid Waste collection services within the city limits of the City of Kuna pursuant to that certain *Fourth Amended and Reformed Franchise Agreement*, a true and correct copy of which is attached to this Ordinance marked "Exhibit A" (the "Agreement") and by this reference incorporated herein and the Mayor is hereby authorized to execute, as the authorized agent of the City, the Agreement and thereby bind the City to the terms and conditions stated therein.

**Section 3. Directing the City Clerk.**

The City Clerk is directed to file this Ordinance in the official records of the City and to certify a copy of the same to J & M Sanitation, Inc.

**Section 4. 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 5th day of September, 2023.

**CITY OF KUNA**

\_\_\_\_\_  
Joe Stear, Mayor

ATTEST:

\_\_\_\_\_  
Chris Engels, City Clerk

**EXHIBIT A**

*Fourth Amended and Reformed Franchise Agreement*

## FOURTH AMENDED AND REFORMED FRANCHISE AGREEMENT

THIS FOURTH AMENDED AND REFORMED FRANCHISE AGREEMENT is made and entered into between The City of Kuna, a political subdivision of the state of Idaho (hereinafter the “City”) and J & M Sanitation, Inc., an Idaho corporation (hereinafter the “Contractor”).

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, the parties do hereby agree as follows:

### SECTION 1 DEFINITIONS

For all purposes of this Agreement, the following words in **bold** print that appear in this Agreement have the definitions as herein provided in this Section unless the context of the term clearly requires otherwise and is not capitalized:

- 1.1. **City:** means the City of Kuna, Idaho, party to this Franchise Agreement.
- 1.2. **City Fee Schedule:** means the fee schedule as established by the City Council pursuant to the Solid Waste Collection System Ordinance.
- 1.3. **Collection Service or Service:** means collection by the Contractor of Contractor-provided Standard Collection Service and Specialty On-Call Collection Services (definitions provided below), in accordance with the City Fee Schedule.
- 1.4. **Contractor:** means J & M Sanitation, Inc., an Idaho corporation, party to this Franchise Agreement as Contractor as defined in the Solid Waste Collection System Ordinance.
- 1.4. **Franchise Agreement:** means and refers to this franchise agreement entered into by and between the City and the Contractor pursuant to the authority, terms and conditions of the Solid Waste Collection System Ordinance.
- 1.5. **Large Item:** means any Solid Waste which does not readily or properly fit within a Standard Container or Specialty Container (defined below). Large Item pickup shall only occur in accordance with Section 8-4-12, below, and on terms and conditions as may be identified by City and the Contractor from time to time and published on the City’s website, provided that anything that is considered household hazardous waste shall not be an eligible Large Item. Large Items shall be commercially reasonable in size and weight. Items that are excessive in size or weight shall be subject to additional charges and/or may be rejected by Contractor in its sole discretion.
- 1.6. **Ordinance:** means and refers to the City Ordinance granting this Franchise Agreement.

- 1.7 **Parties:** means and refers to the City and the Contractor as parties to this Franchise Agreement and the term may appear in the singular when relevant to either the City or the Contractor.
- 1.8 **Person:** means any person, firm, partnership, association, institution, limited liability company, corporation, trust and/or any other legal entity whether for profit or nonprofit, public or private, and in the plural as well as the singular.
- 1.9 **Premises:** means any parcel of real property within the City where Solid Waste is created, accumulated, stored otherwise exists.
- 1.10 **Recyclable Solid Waste:** means and refers to those Solid Waste materials which the Contractor provides written notice to the City and Premises subscriber owners and occupiers describing the materials that such subscribers may place in the wheeled recycling cart for Contractor collection.
- 1.11 **Solid Waste:** means all materials discarded for disposal, putrescible and non-putrescible, solid and semi-Solid Waste material including rubbish, demolition and construction waste, industrial waste, vegetable solid and semi-Solid Waste, reusable or recyclable material, and other discarded solid and semi-Solid Wastes.
- 1.12 **Solid Waste Collection System Ordinance:** means and refers to Chapter 4 Title 8 Kuna City Code as adopted in City Ordinance No. with the short title of *Solid and Recyclable Waste Collection System and Service Ordinance*.
- 1.13 **Specialty On-Call Collection Services:** means the collection of Large Items and by means of Specialty Containers under Section 8-4-3(N), which service is provided on an on-call basis as scheduled by a Premises owner with Contractor and may require a deposit as a condition of initiating, conditioning, or restoring on-call service.
- 1.14 **Standard Collection Services:** means the pickup of Standard Containers occurring on a standard, regular schedule in accordance with the City Fee Schedule.
- 1.15 **Specialty Containers:** means any type of receptacles, including without limitation, dump trailers, bins, drop box containers, roll-off containers, temporary dumpsters, or any other non-Standard Containers. .
- 1.16 **Standard Containers:** means Wheeled Carts, Wheeled Recycling Carts, and those receptacles offered by the Contractor and designated as “Standard Containers” with regularly scheduled pickup service under the City Fee Schedule. This definition does not include Specialty Containers.
- 1.16 **Wheeled Cart:** means a wheeled receptacle, ninety-five (95) gallons in volume, designed for the collection of Solid Waste or Recycled Solid Waste by means of

a vehicle equipped with an automated hydraulic lift.

## SECTION 2 RECITALS

The Parties recite and declare:

- 2.1 The City has the authority to grant an exclusive franchise for the collection, hauling and removal of Solid Waste and recyclable materials pursuant to Idaho Code §§ 50-329, 50-344 and pursuant to Chapter 4 of Title 8 Kuna City Code; and
- 2.2 The City and the Contractor entered into the original Franchise Agreement pursuant to City Ordinance No. 578 on or about August 13, 2001 (the “Original Franchise Agreement”), granting an exclusive franchise to the Contractor for the collection, hauling and removal of refuse, garbage and recyclable materials within the City; and
- 2.3 On April 20, 2004, the City adopted Kuna City Ordinance No. 679 establishing a mandatory system for the collection, hauling and removal of solid waste within the City and repealing portions of City Ordinance No. 578; and
- 2.4 The City and the Contractor entered into an amendment to the Original Franchise Agreement to provide, among other requirements, that Contractor is required to provide solid waste collection services for all premises in the City where solid waste is created or accumulated pursuant to City Ordinance No. 679 on or about March 18, 2014 (the “First Amendment”); and
- 2.5 The City and the Contractor entered into another amendment to the Original Franchise Agreement to provide that fees for solid waste collection would be set by resolution of the City Council and establishing a method for the collection thereof on or about November 18, 2014 (the “Second Amendment”); and
- 2.6 On November 4, 2020, the City adopted Kuna City Ordinance No. 2020-30 which repealed City Ordinances Nos. 578 and 679 and repealed Chapter 4 of Title 8 Kuna City Code and amended Title 8 Kuna City Code by the addition of a new Chapter 4 of Title 8 Kuna City Code which provides for the City’s establishment of a solid waste collection system and service by franchise agreement inclusive of the mandatory standards for solid waste containers, establishing standards for collection of recyclable materials; and
- 2.7 On \_\_\_\_\_, \_\_\_, 2023, the City adopted Kuna City Ordinance No. \_\_\_\_\_ which repealed City Ordinances Nos. \_\_\_ and \_\_\_ and repealed Chapter 4 of Title 8 Kuna City Code and amended Title 8 Kuna City Code by the addition of a new Chapter 4 of Title 8 Kuna City Code, the Solid Waste Collection Systems Ordinance, which provides for the City’s establishment of a solid waste collection system and service by franchise agreement inclusive of the mandatory standards for solid waste

containers, establishing standards for collection of recyclable materials and to make it consistent with the Solid Waste Collection System Ordinance.

- 2.8 The City and the Contractor believe it to be in their best interests to enter into this *Fourth Amended and Reformed Franchise Agreement* which includes, amends and supersedes the provisions of the Original Agreement as amended by the First Amendment and as amended by the Second Amendment in order to further amend to include provisions for standards for collection of recyclable materials and to make it consistent with the Solid Waste Collection System Ordinance.

### **SECTION 3** **GRANT OF FRANCHISE**

- 3.1 Grant of Franchise. Pursuant to the Solid Waste Collection System Ordinance, the City hereby grants an exclusive franchise to Contractor to regularly collect, haul, and remove Solid Waste and Recyclable Waste from all Persons who own or occupy Premises within the City.

### **SECTION 4** **SOLID WASTE COLLECTION EXCLUSIVE SERVICES AND SCHEDULE**

- 4.1 Mandatory Solid Waste Collection Services. Contractor shall provide Collection Services for all Persons who own or occupy Premises in the City in accordance with the Solid Waste Collection System Ordinance.
- 4.2 Collection Schedule. Subject to the approval of the Kuna City Council, Contractor shall have the right to set its own collection routes and pick up schedules for its Collection Services as set forth herein.
- 4.3 The Contractor shall provide each owner or occupant of Premises with one (1) Wheeled Cart for a fee as established by the City Fee Schedule. Contractor shall provide additional Wheeled Carts to such owners or occupants of Premises for an additional fee as established by the City Fee Schedule.
- 4.4 When the Contractor encounters Solid Waste which has not been placed in a Contractor supplied Wheeled Cart, or has been placed in an overloaded Wheeled Cart or has otherwise been left for collection in violation of the requirements of the Solid Waste Collection System Ordinance, the Contractor shall collect the Solid Waste that has been left in compliance with the requirements of the Solid Waste Collection System Ordinance and leave any other Solid Waste with a written notice affixed thereto stating a brief description of the reason for non-collection.

- 4.5 The Contractor shall provide Recyclable Solid Waste Collection Service to those Premises in the City for which the owner or occupant thereof has elected such service, on a voluntary subscription basis, for a fee as established by the City Fee Schedule.
- 4.5.1 The Contractor shall provide each such subscribing owner or occupant one (1) Wheeled Cart for Recyclable Solid Waste. Extra wheeled recycling carts may be obtained from the Contractor for an additional fee as established by the City Fee Schedule.
- 4.5.2 The Contractor shall, from time to time, deliver written notice to the subscribers of Recyclable Solid Waste Collection Services describing Recyclable Solid Waste that such subscribers may place in the wheeled recycling cart for collection.
- 4.5.3 When the Contractor encounters Recyclable Solid Waste which has not been placed in a Contractor supplied wheeled recycling cart, or had been placed in an overloaded wheeled recycling cart or has otherwise been left for collection in violation of the requirements of the City's ordinances, the Contractor shall collect the recyclable material that has been left in compliance with the requirements of the Solid Waste Collection System Ordinance and leave any other Recyclable Solid Waste with a written notice affixed thereto stating a brief description of the reason for non-collection.
- 4.6 The Contractor shall establish regular weekly Collection Services in accordance with the Solid Waste Collection System Ordinance which Collection Services shall be exclusively provided by the Contractor to all Persons who own or occupy Premises within the City.
- 4.7 Cart Placement. Contractor shall work with Premises owners and occupiers and the public in the determination of the proper location for the placement Wheeled Cart and Wheeled Recycling Cart and shall promptly address any concerns regarding their placement.

## **SECTION 5**

### **SOLID WASTE COLLECTION SERVICES FOR THE CITY**

- 5.1. City Solid Waste Collection. As consideration for this Franchise Agreement during its term, the Contractor shall, provide without charge, the following additional Collection Services:
- 5.1.1 Garbage and refuse removal at the City's annual "Kuna Days" celebration and additional events as agreed upon by the Contractor and City; and
- 5.1.2 Regular weekly Collection Services for any City owned or operated Premises; and

- 5.1.3 A hazardous waste collection program consisting of collection events a minimum of twice each year; and
- 5.1.4 Collection from time to time of Large Items without additional cost as provided and in accordance with the Solid Waste Collection System Ordinance .

## **SECTION 6**

### **CONTRACTOR INDEMNIFICATION AND INSURANCE COVERAGE**

- 6.1 **Indemnification.** Contractor shall defend, indemnify and hold the City harmless from and against any and all claims, costs, damages or expenses, including attorney fees, incurred which arise out of or are in any way related to the services performed by Contractor pursuant to this Franchise Agreement.
- 6.2 **Insurance Coverages.** For so long as this Franchise Agreement is in effect, Contractor shall maintain in effect a comprehensive public liability insurance policy with coverage of not less than \$500,000 combined single limit insuring against claims for bodily injury, death or property damage arising out of or relating to the Contractor's activities pursuant to this Franchise Agreement. All policies of insurance provide for herein shall be for the mutual and joint benefit and protection of the Contractor and the City and shall contain a provision that the Company issuing the insurance policy shall give the City twenty (20) days written notice in advance of any cancellation, lapse, or reduction in the amounts of insurance. Contractor shall, at the City's request, provide the City with a certificate evidencing the coverage required by this Section.
- 6.2.1 For so long as this Franchise Agreement is in effect, the Contractor shall maintain in full force and effect Employer's Liability, Worker's Compensation, Public Liability and Property Damage Insurance. Contractor shall maintain at all times the following types of insurance in at least the limits specified below:

Coverage	Minimum
Worker's Compensation	Statutory
Employer's Liability	\$2,000,000.00
Bodily Injury Liability Except Automobile	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
Property Damage Liability Except Automobile	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate

Automobile Bodily Injury Liability	\$1,000,000.00 each occurrence \$2,500,000.00 aggregate
Automobile Property Damage Liability	\$1,000,000.00 each accident
Excess Umbrella Liability	\$1,000,000.00 each occurrence/aggregate

Such policies shall show the City has an additional interest and certificates of insurance shall be deposited with the City Clerk. Contractor shall promptly notify the City in writing if any required insurance policy is cancelled.

## **SECTION 7** **FRANCHISE AGREEMENT TERM/TERMINATION**

- 7.1 Term. This Franchise Agreement shall be in force and effect until midnight of August 1, 2033. Thereafter, the term shall automatically renew for successive terms of ten (10) years each unless either party gives written notice to the other party of its intent not to renew this Franchise Agreement at least one hundred-eighty (180) days prior to the expiration of the then current term; provided, however, that nothing in this section shall prohibit this Franchise Agreement from being terminated pursuant to the provisions of this Section.
- 7.2 Termination for Failure to Render Acceptable Performance. During the time that the franchise granted by this Agreement is in effect, should Contractor fail to perform any of the duties imposed upon it hereby, unless such failure is caused by circumstances beyond its control, the City may notify Contractor in writing of such failure, detailing the nature thereof, and Contractor shall correct such failure within thirty (30) days of the mailing or delivery of such notice. Upon expiration of the said 30-day notice period, the City Council may conduct a hearing to determine whether the Contractor has corrected such failure, provided that Contractor shall be given reasonable notice to show cause of the date, time and place and purpose of such hearing. At the hearing, the Contractor shall be provided a reasonable opportunity to present evidence and show cause why the Contractor has not failed to perform and/or show cause of reasonable steps taken to correct such failure. If it is established at such hearing that the Contractor's failure to perform its duties is a material breach of Contractor's obligations under this Franchise Agreement, and if it is further established that the Contractor has not taken reasonable steps in an attempt to correct such failure by the date of the hearing, the City Council may terminate this Franchise Agreement.
- 7.3 Termination for change in Contractor Stock Ownership. This Franchise Agreement shall terminate in the event a controlling interest in the Contractor is transferred or conveyed, unless such transfer or conveyance is first approved by resolution of the

City Council. For purposes of this Agreement, the term “controlling interest” shall mean 50% or more of the outstanding stock of the Contractor.

## **SECTION 8**

### **COLLECTION SERVICE FEES/CONTRACTOR PAYMENT**

- 8.1. Fees. Fees for Collection Services shall be set from time to time by resolution of the City Council. Collection Service fees shall be billed by the City to the Premises owner or occupant, or owner’s legally authorized agent [subject to the owner having provided written proof to the City of said agency].
- 8.1.1 Fees Adjustment. The City and Contractor agree that Contractor or the City may request an annual adjustment to the City-billed Collection Service fees based upon the Consumer Price Index – Western Region Transportation, as published by the United States Department of Labor’s Bureau of Labor Statistics. The request shall be heard on or before the first City Council meeting in August in order for the City to have sufficient time to budget for the rate change and notify the customers.
- 8.2 Payments made to the City for any City-billed utility service or associated costs, shall be allocated to each Solid Waste collection and each Recyclable Solid Waste collection balance owed in the same or similar manner to that of the other city-billed utility services based upon aging (oldest to newest) on the actual percentage basis.
- 8.3 City-billed Collection Service fees that become delinquent shall be treated in the same manner and shall be subject to the same penalties and procedures as are provided for delinquent water, irrigation and sewer bills.
- 8.4 The receipts from the payment and collection of fees Collection Services as herein provided shall be placed by the City in a special fund to be known as the “Solid Waste Fund”.
- 8.5 The Contractor shall be paid by the City from the Solid Waste Fund which payment amount shall include all the receipts deposited to said Fund, less the following (the “Net Receipts”):
- 8.5.1 Any collection costs incurred by the City (such as attorney fees and court costs) prorated and properly attributable to the collection of fees for Collection Services ; and
- 8.5.2 Any account balance write-offs, reallocations, or payment adjustments<sup>1</sup>; and

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<sup>1</sup> Contractor shall have the right to review with the City Treasurer, any account write-offs, reallocations, or payment adjustments prior to the City making any account adjustment that affects the amount that Contractor would receive under this Agreement.

- 8.5.3 The City administrative billing fee as shall be established from time to time by agreement with the Contractor, and as adopted by resolution of the City Council.
- 8.6 The City shall pay the Contractor each Friday (or as mutually agreed upon), the Net Receipts from the Solid Waste Fund received by the City as of the prior Thursday (Wednesday if Thursday is a holiday) at close of business.

**SECTION 9**  
**NOTICE**

- 9.1 Notice. Notices required or contemplated under this Franchise Agreement shall be in writing and shall be deemed received when mailed by certified mail, postage prepaid, return receipt requested, to the respective parties at the following addresses:

**City:**

City of Kuna  
ATTN: City Clerk  
P.O. Box 13  
Kuna, Idaho 83634

**Contractor:**

J & M Sanitation, Inc.  
ATTN: Timothy W. Gordon  
P.O. Box 225  
Kuna, Idaho 83634

**SECTION 10**  
**MISCELLANEOUS**

- 10.1 Entire Agreement. This Franchise Agreement and all exhibits hereto embody the entire Agreement of the Parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement supersedes all previous and contemporaneous communications, representations, and agreements, either written or verbal, between the Parties.
- 10.2 Severability. If any of the provisions of this Franchise Agreement or the related Ordinance shall be held to be unenforceable, the remaining provisions shall nevertheless be enforceable and carried into effect, unless elimination of the unenforceable provisions shall materially frustrate the intent of the Parties.

- 10.3 Amendment. No amendment, alteration or modification of this Franchise Agreement shall be effective unless made in writing and duly executed by the Parties.
- 10.4 Successors and Assigns. This Franchise Agreement shall be binding upon the Parties hereto and their respective administrators, employees, successors and assigns.
- 10.5 Force Majeure. Neither Party hereto shall be liable for its failure to perform hereunder, in whole or in part, due to contingencies beyond its reasonable control, including but not limited to acts of God or the public enemy, fire, floods, epidemics, earthquakes, quarantine restrictions, and strikes not created by Contractor, whether now existing or hereafter created.
- 10.6 Waiver. The waiver by either party of any breach of any term, covenant, or condition contained in this Agreement shall not be deemed a waiver of such term, covenant, or condition or any subsequent breach of the same or any other term, covenant or condition contained in this Agreement.
- 10.7 Controlling Law. This Agreement shall be construed and interpreted in accordance with the laws of the state of Idaho and the ordinances of the City of Kuna. No term or omission of language in this Agreement shall be construed to amend or waive any provision of the regulations or the Solid Waste Collection System Ordinance. The venue for any claim, litigation or cause of action between the parties shall be Ada County, Idaho.
- 10.8 Attorney Fees. In the event any Party shall file suit or action at law or equity to interpret or enforce this Franchise 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.
- 10.9 Counterparts. This Agreement may be executed in counterparts, the combination of which shall be deemed an original.

*This space left intentionally blank.*

IN WITNESS WHEREOF, the parties have executed this Agreement and made it effective as of August 1, 2023.

**CITY OF KUNA**

By: \_\_\_\_\_  
Joe Stear, Mayor

ATTEST:

\_\_\_\_\_  
Chris Engels, City Clerk

**CONTRACTOR:**  
J & M Sanitation, Inc.

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_



# Rising Sun West

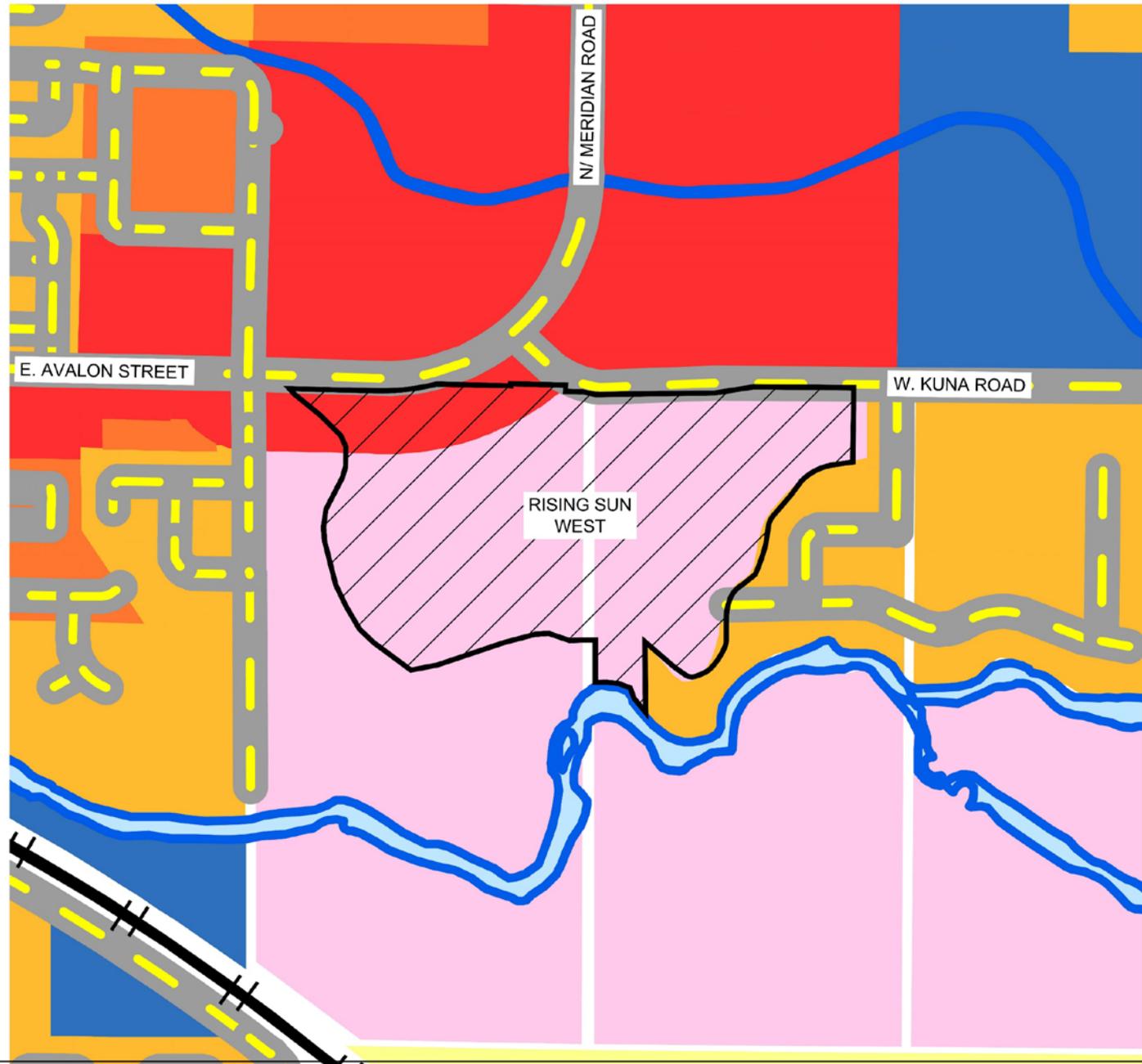
22-15-AN – Request for Annexation  
Kuna Planning and Zoning Commission

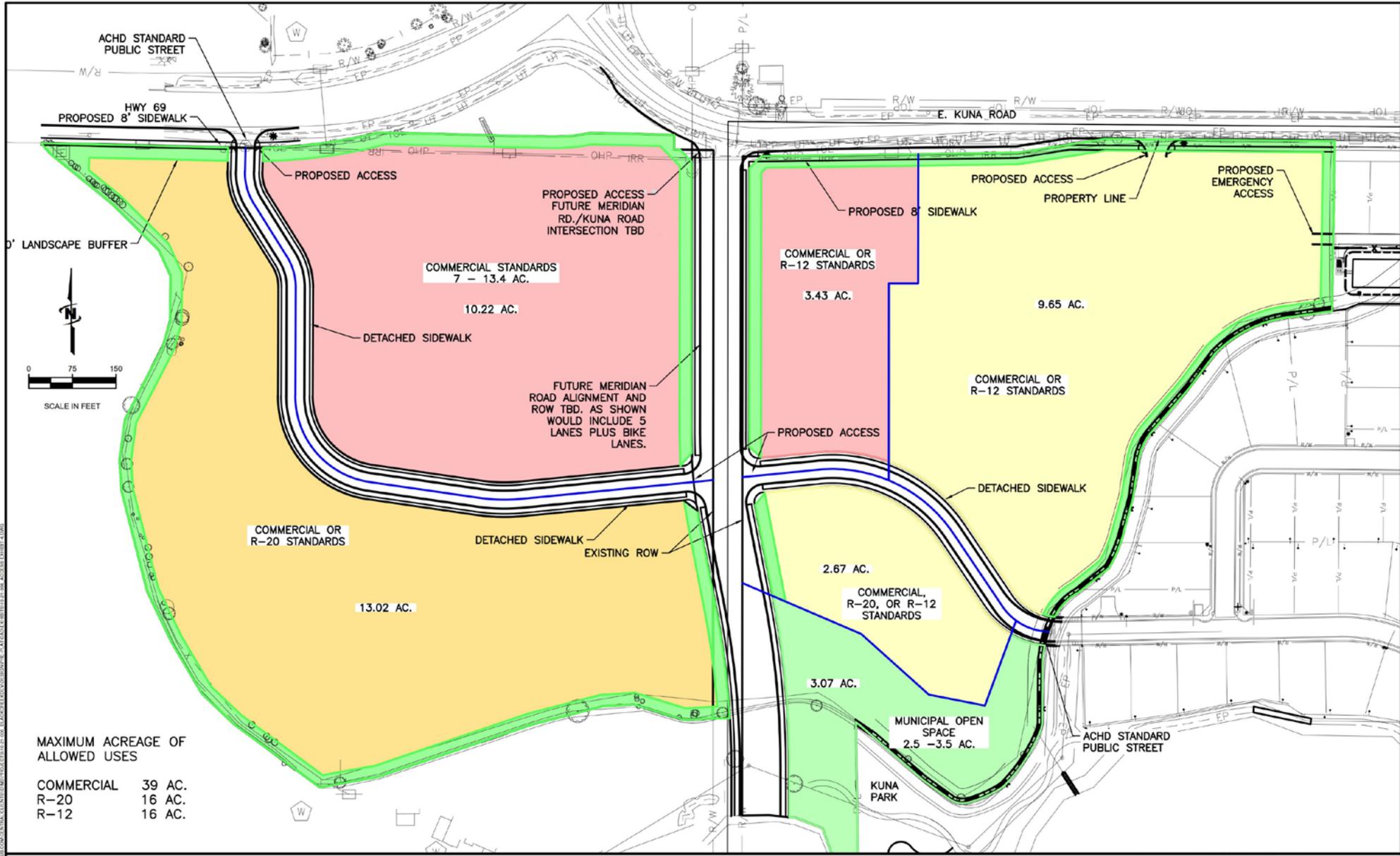


VICINITY MAP

### Future Land Use Adopted November 1, 2022

- Legend**
- Area of City Impact
  - Union Pacific Railroad
  - Roads
  - Waterbodies
  - Future Land Use Designations
    - Agriculture
    - Low Density Residential
    - Medium Density Residential
    - High Density Residential
    - Mixed-Use
    - Commercial
    - Industrial
    - Public





MAXIMUM ACREAGE OF ALLOWED USES

COMMERCIAL	39 AC.
R-20	16 AC.
R-12	16 AC.



CONCEPTUAL LAND USE PLAN - ALLOWED USES TO BE DEFINED IN THE DEVELOPMENT AGREEMENT

NOTE: STREET ALIGNMENTS ARE FOR ILLUSTRATIVE PURPOSES ON AND ARE SUBJECT TO CHANGE

RISING SUN WEST SUBDIVISION  
KUNA, IDAHO  
ACCESS LOCATIONS

PROJECT: 2024030001 11/14/24 AM 11:00:00 AM PROJECT: 2024030001 11/14/24 AM 11:00:00 AM  
 DRAWING: 2024030001 11/14/24 AM 11:00:00 AM DRAWING: 2024030001 11/14/24 AM 11:00:00 AM  
 USER: JUB ENGINEERS, INC. USER: JUB ENGINEERS, INC.



GREY | PICKETT  
landscape architecture | community design  
Copyright © 2007 by  
Grey | Pickett Professional Corp.  
DESIGN IS OUR CONCEPT AND BRAND ONLY.  
NOT TO BE USED FOR CONSTRUCTION.

# RISING SUN MASTERPLAN





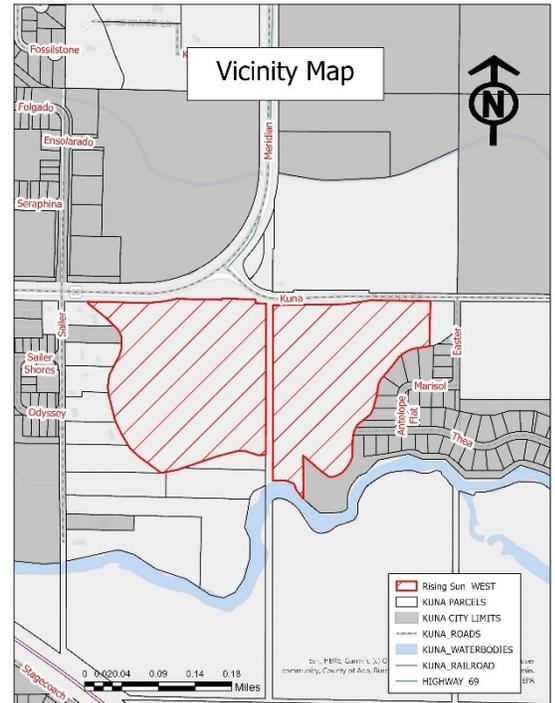
**BEFORE THE CITY COUNCIL  
OF THE CITY OF KUNA**

IN THE MATTER OF THE APPLICATION OF ) **Case Nos. 22-15-AN (Annexation).**  
 )  
**SUNDANCE INVESTMENTS, LLC** )  
 )  
*Near the southwest and southeast corner* ) **STAFF MEMO FOR RISING SUN**  
*of Meridian and Kuna Roads.* ) **WEST ANNEXATION.**

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1. Exhibit List
2. Project Summary
3. Applicants Request
4. Process and Noticing
5. General Project Facts
6. Staff Analysis
7. Proposed Findings of Fact and Conclusions of Law
8. Commission’s Recommendation
9. Proposed Council’s Order of Decision



**I  
EXHIBIT LIST**

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

**1.1 Exhibits:**

<i><b>DESCRIPTION OF EVIDENCE</b></i>	<b>Withdrawn</b>	<b>Refused</b>	<b>Admitted</b>
1.1 STAFF MEMO			<b>X</b>
<a href="#">1.2 PZ FCOs 4.25.23 SIGNED.pdf</a>			

<a href="#">1.3 COMMISSION MEETING MINUTES.pdf</a>			X
<a href="#">1.4 COMMISSION SIGN IN SHEET.pdf</a>			X
<a href="#">2.1 APPLICATION COVERSHEETUPDATED.pdf</a>			X
<a href="#">2.2 P&amp;Z ANNEXATION &amp; ZONING APPLICATION.pdf</a>			X
<a href="#">2.3a NARRATIVE.pdf</a>			X
<a href="#">2.3b NARRATIVE UPDATED.pdf</a>			X
<a href="#">2.4 VICINITY MAP.pdf</a>			X
<a href="#">2.5 LEGAL DESCRIPTION BOTH PARCELS.pdf</a>			X
<a href="#">2.6a AFFIDVAIT OF LEGAL INTEREST.pdf</a>			X
<a href="#">2.6b AFFIDAVIT OF LEGAL INTEREST UPDATED.pdf</a>			X
<a href="#">2.6a AFFIDVAIT OF LEGAL INTEREST.pdf</a>			X
<a href="#">2.7 COMMITMENT TO PROPERTY POSTING.pdf</a>			X
<a href="#">2.8a WARRANTY DEED.pdf</a>			X
<a href="#">2.8b SPECIAL WARRANTY DEED.pdf</a>			X
<a href="#">2.32 SPECIAL WARRANTY DEED EAST SIDE.pdf</a>			X
<a href="#">2.33 SPECIAL WARRANTY DEED WEST SIDE.pdf</a>			X
<a href="#">2.9 NEIGHBORHOOD MEETING CERTIFICATION.pdf</a>			X
<a href="#">2.10 AGENCY TRANSMITTAL 11.22.22.pdf</a>			X
<a href="#">2.11a PUBLIC WORKS MEMORANDUM.pdf</a>			X
<a href="#">2.11b PUBLIC WORKS MEMORANDUM UPDATED.pdf</a>			X
<a href="#">2.12 ADA COUNTY HIGHWAY DISTRICT.pdf</a>			X
<a href="#">2.13a ADA COUNTY DEVELOPMENT SERVICES.pdf</a>			X
<a href="#">2.13b ADA COUNTY DEVELOPMENT SERVICES UPDATED.pdf</a>			X
<a href="#">2.14 BOISE PROJECT BOARD OF CONTROL.pdf</a>			X
<a href="#">2.15a CENTRAL DISTRICT HEALTH DEPARTMENT.pdf</a>			X
<a href="#">2.15b CENTRAL DISTRICT HEALTH DEPARTMENT UPDATED.pdf</a>			X
<a href="#">2.16a NAMPA MERIDIAN IRRIGATION DISTRICT.pdf</a>			X
<a href="#">2.16b NAMPA MERIDIAN IRRIGATION DISTRICT UPDATED.pdf</a>			X
<a href="#">2.17a IDAHO TRANSPORTATION DEPARTMENT.pdf</a>			X
<a href="#">2.17b IDAHO TRANSPORTATION DEPARTMENT UPDATED.pdf</a>			X
<a href="#">2.18 BOISE KUNA IRRIGATION DISTRICT.pdf</a>			X
<a href="#">2.19 COMMUNITY PLANNING ASSOCIATION.pdf</a>			X
<a href="#">2.20 DEPARTMENT OF ENVIRONMETAL QUALITY.pdf</a>			X
<a href="#">2.21 KMN PROOF OF PUBLICATION P&amp;Z.pdf</a>			X
<a href="#">2.22a PROOF OF 300' LEGAL NOTICE MAILER.pdf</a>			X
<a href="#">2.22b PROOF OF 300' LEGAL NOTICE MAILER.pdf</a>			X
<a href="#">2.23 PROOF OF PROPERTY POSTING P&amp;Z.pdf</a>			X
<a href="#">2.24 PROOF OF WEBSITE NOTICNG P&amp;Z.pdf</a>			X
<a href="#">2.25 ZONING MAP EXHIBIT.pdf</a>			X
<a href="#">2.26 PROPOSED LAND USE TABLE KCC 5-3-2.pdf</a>			X
<a href="#">2.28 PROOF OF SITE POSTING CC.pdf</a>			X
<a href="#">2.29 PROOF OF KMN PUBLISHING.pdf</a>			X

<a href="#">2.30 PROOF OF LEGAL NOTICE MAILER.pdf</a>			X
<a href="#">2.31 PROOF OF WEBSITE PUBLISH.pdf</a>			X
<a href="#">2.27 APPLICANT PRESENTATION AT P&amp;Z.pdf</a>			X

## II PROJECT SUMMARY

### 2.1

Description	Details
Acreage	42.02
Existing Land Use(s)	R4, Residential (Ada County)
Future Land Use Designation	Mixed Uses
Proposed Land Use(s)	C-1, Neighborhood Commercial
Lots (No. and Type)	2 Commercial
Number of Residential Units	N/A
Number of Phases	N/A
Net Density (Dwelling Units per Acre)	N/A

### 2.2 Surrounding Land Uses

Direction	Current Zone	Future Land Use Map	Development	Current Jurisdiction
North	C-1 & RUT	Commercial	Commercial Subdivision and vacant lands	Ada County
South	R-4 & RUT	Mixed-Uses	Nothing directly adjacent	Kuna and Ada County
East	R-4.	MDR	Rising Sun Estates Subdivision	Kuna
West	R-4 & RUT	MDR	Large Lots Original Town Subdivision	City & Ada County

MDR = Medium Density Residential, RUT = Rural Urban Transition.

## III APPLICANTS REQUEST

- 3.1** Applicant, requests Annexation approval for Rising Sun West, on the East and West side of the Meridian Road alignment directly south of Kuna Road in Section 30, Township 2 North, Range 1 East, also in Section 25, Township 2 North, Range 1 West.

## IV PROCESS AND NOTICING

- 4.1** Kuna City Code (KCC), [1-14-3](#) states that Annexations are designated as Public Hearings with the Commission as a recommending body and Council as the decision-making body. These land use applications were given public notice following Idaho Code ([I.C.](#)) [§ 67-65](#).

- A. Neighborhood Meeting: July 6, 2022 (4 Attendees)
- B. Agency Comments Request: November 22, 2022
- C. 300 FT Legal Mailer Notice: August 21, 2023
- D. Kuna Melba News Newspaper: August 16, 2023

**E.** Site Posted: July 26, 2023

## **V GENERAL PROJECT FACTS**

### **5.1 Site Features**

- A.** The subject site (APN; R0615250567, and R0615251201) is located in Ada County, and is adjacent to City Limits and has historically been used as a farm fields and agricultural purposes.
- B.** The proposed project site currently has vegetation consistent with that of an agricultural field. The site has an estimated average slope between 0.0 and 2.9%. According to the USDA Soil Survey for Ada County, bedrock depth is estimated to be between 20 and 40 inches.
- C.** Staff is not aware of any environmental issues, except the land being within the Nitrate Priority boundary. Idaho Department of Environmental Quality (DEQ) provides recommendations for surface and groundwater protection practices and requirements for development of the site.

## **VI TRANSPORTATION AND CONNECTIVITY**

### **6.1 Ada County Highway District**

- A.** See the Ada County Highway District Report by [CLICKING HERE](#).
- B.** The City of Kuna is in process of a study of the new alignment of Meridian Road south of Kuna Road to determine the appropriate alignment of the road due to the topography and bridge crossing over Indian Creek. Due to the uncertainty of the future alignment of Meridian Road and its crossing over Indian Creek, ACHD will not accept construction plans or approve any final plats within the vicinity of the study area until the results of the Meridian Road study and ITD's conditions of approval have been submitted to ACHD.
- C.** Applicant shall follow all standards and requirements in accordance with [KCC 5-17-13](#) and [6-4-2-B.3](#). Sidewalks along arterials roadways shall be eight (8) foot wide detached.
- D.** Applicant shall follow all standards and requirements in accordance with [KCC 5-17-13](#) and [6-4-2-B.3](#). Sidewalks along Collector roadways shall be eight (8) foot wide detached with 4 - 8 foot wide irrigated planter strip, and concrete vertical curb and gutter.
- E.** All stub streets shall be installed in accordance with [KCC 6-3-3-C](#). Where adjoining areas are not subdivided, the arrangement of streets in new subdivisions shall be such that said streets extend to the boundary line of the tract to make provisions for the future extension of said streets into adjacent areas. The terminus of all stub streets shall have a sign that reads "Road to be extended in future".
- F.** Meridian Road is classified as a principal arterial roadway and Kuna Road is classified as a minor arterial roadway. Other than the access specifically approved as part of a future development application, direct lot access is prohibited to this roadway and should be noted on the final plat.

## 6.2 Idaho Transportation

- A. See the Idaho Transportation Department Reports by [CLICKING HERE](#) and [CLICKING HERE](#).
- B. ITD anticipates Meridian Road will be extended southerly in the future, not as you depict by teeing off Kuna Road, but with an extension that eliminates the SH-69 “Kuna Curve” that is located immediately adjacent to and north of the subject development. The resulting intersection is planned to be a traditional four-way orthogonal intersection with signal control. Although the Idaho Transportation Board has not yet ruled on the matter, the Meridian Road southerly extension is likely to be a candidate state highway, and ITD requests that the needed ROW for a highway to be preserved free of development through a combination of setbacks (for future acquisition) and dedication (based on your development’s needs).
- C. The future ROW width needed, should the reconfigured intersection and Meridian Road southerly extension become a state highway, is 160’ from edge to edge. This width would be uniform, both at the intersection(s) and away from them, and can accommodate the roadway, auxiliary turn lanes at intersections, roadway drainage, and pedestrian facilities. Any property along the described future Meridian Road alignment that is not already being dedicated for public road use, should see restrictive setbacks to total 160’ of width to preserve the opportunity for the candidate state highway status.

## 6.3 COMPASS

- A. See the COMPASS Report by [CLICKING HERE](#).

## 6.4 Pathways and Trails Master Plan

- A. The Pathways Master Plan Map indicates a future greenbelt, trail/pathway and bike path adjacent to, or through the site.

## 6.5 Site Layout and Dimensional Standards

- A. The Applicant is not proposing land development at this time.

## 6.6 Parking

- A. If approved, and at time of future development, commercial parking will be reviewed in accordance with [KCC 5-9-3](#) and [5-9-5](#) at time of future design review application(s).

## 6.7 Open Space

- A. At time of future development, landscaping must be placed at least ten (10) feet away from all meter pits, pressurized irrigation valves, or ACHD underground facilities in accordance with [KCC 6-4-2-B.11](#).

## 6.8 Fencing

- A. All fencing shall comply with comply with [KCC 5-5-5](#).

## 6.9 Public Works

- A. According to the Engineers Memo (exhibit 2.11b), Public Works can support approval of this Annexation contingent that future development applications shall not be submitted until adequate sewer capacity is available.
- B. At time of future development the Applicant shall be required to work with staff to install streetlights a maximum spacing of 250-feet.; the final location of streetlights will be approved at the time of construction document review. Staff notes that these streetlights must be designed and installed according to “Dark Sky” standards and are required to be LED lights. All street light installation shall comply with [KCC 6-4-2](#).

## 6.10 Comprehensive Plan Analysis

- A. Goal Area 1: Kuna will be economically diverse and vibrant.
- Goal 1.A.: Ensure Land Use in Kuna will support economic development.
  - Goal 1.C.: Attract and Encourage new and existing businesses.
  - Objective 1.C.2.: Create an environment that is friendly to business creation, expansion and relocation.
  - Policy 1.C.2.d: Ensure infrastructure and public facilities are in place and parcels identified for commercial or industrial are shovel-ready.
- B. Goal Area 3: Kuna’s land uses will support a desirable, distinctive and well-designed community.
- Goal 3.D.: Encourage development of housing options and strong neighborhoods.
    - Objective 3.D.1.: Encourage development of housing options for all citizens.
      - Policy 3.D.1.a: Encourage preservation and development of housing that meets demand for household sizes, lifestyles and settings.
    - Objective 3.D.2.: Create strong neighborhoods through preservation, new development, connectivity and programming.
      - Policy 3.D.2.d: Work to ensure all neighborhoods in Kuna benefit from good connectivity through sidewalk, pathway and trail, on-street and transit infrastructure.
  - Goal 3.G.: Respect and protect private property rights.
    - Objective 3.G.1.: Ensure land use policies, restrictions, and fees do not violate private property rights.
      - Policy 3.G.1.b: Encourage preservation and development of housing that meets demand for household sizes, lifestyles and settings.
      - Policy 3.G.1.c: Ensure land use actions, decisions and regulations do not prevent a private property Owner from taking advantage of a fundamental property right. Ensure city actions do not impose a substantial and significant limitation on the use of the property.

*Analysis: The development proposal includes large areas for possible future commercial development and additional housing types and sizes promotes needed housing variety, desirable and well-designed neighborhoods.*

- C. Goal Area 4: Kuna will be a connected community through strong transportation and infrastructure systems.
1. Goal 4.B.: Increase sidewalk coverage and connectivity and invest in pedestrian facilities to increase walkability.
    - o Objective 4.B.2.: Maintain/expand sidewalks/pedestrian facilities within the community.
      - Policy 4.B.2.b: Install detached sidewalks and/or protected pedestrian routes/facilities along high trafficked roads as development occurs.
      - Policy 4.B.2.c: Promote the installation of off-system pedestrian pathways to create neighborhood connections and reduce the length of non-motorized transportation routes.
      - Policy 4.B.2.g: Coordinate with developers to connect and/or enhance pedestrian facilities, including on and off-system pathways, footbridges (across canals, etc.), road bridges, sidewalks, pedestrian crossings and wayfinding signage.
  2. Goal 4.C.: Increase pathway, trail and on-street bicycle facilities.
    - o Objective 4.C.1.: Maintain/enhance existing pathways/trails/on-street bicycle facilities.
      - Policy 4.C.1.a: Expand the bicycle network as identified in the Kuna Pathways Master Plan and ACHD Roadways to Bikeways Plans through land use developments and capital improvement projects.
      - Policy 4.C.1.e: Coordinate with developers to connect to and/or enhance bicycle facility connections, including pathways, non-motorized canal crossings, road bridges and wayfinding signage.
    - o Objective 4.C.2.: Ensure expansion of pathways, trails and on-street bicycle routes.
      - Policy 4.C.2.b: Promote the installation of off-system bicycle pathways to create neighborhood connections and reduce non-motorized transportation route lengths.
  3. Goal 4.D.: Promote a connected street network that incorporates mid-mile collectors and crossing for improved neighborhood connectivity.
    - o Objective 4.D.2.: Ensure the continued expansion/development of a classified roads system throughout the community.
      - Policy 4.D.2.a: Extend and expand Mid-Mile Roads as growth occurs.
      - Policy 4.D.2.b: Preserve adequate Rights-Of-Way along all classified roads or other approved alternative locations to align roads.

*Analysis: This request is for annexation only, however, with future development, sidewalks and pathways will be provided for pedestrian/cyclist connectivity while connecting to an existing neighborhood with a road to reduce miles traveled.*

## 6.11 Conclusion:

Upon review, staff finds the request for Annexation to be in compliance with [KCC Title 5; \(I.C.\) § 67-65](#) and [§50-222](#); and the Kuna Comprehensive Plan; and if approved, staff recommends the Applicant be subject to the Conditions of Approval listed in Section “IX” (9) of this report.

## VII PROPOSED FINDINGS OF FACT

*If the Council wishes to approve, deny or modify specific parts of the Findings of Fact and Conclusions of Law as detailed below, those changes must be specified.*

- 7.1** Have the public notice requirements been met and the Neighborhood Meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances?
- A.** The Applicant held a Neighborhood Meeting July 6, 2022 (4 Attendees) attended the meeting in accordance with I.C. and KCC. (+)
- B.** Neighborhood Notices were mailed out to residents within 300 (PLUS) -feet of the proposed project site on August 21, 2023, and a legal notice was published in the Kuna Melba Newspaper on August 16, 2023, in accordance with I.C. and KCC. (+)
- C.** The Applicant posted a sign on the property on July 26, 2023. (+)
- 7.2** Based on the evidence presented does the application generally comply with Kuna City Code (KCC).
- A.** The Applicant has submitted a complete application, and following staff review for technical compliance, the application appears to be in general compliance with the objectives and considerations listed in Kuna City Code Title 5 and Title 6, and is supported by the Public Works Department. (+)
- 7.3** Based on the evidence presented, does the application generally comply with the Comprehensive Plan?
- A.** The Comp Plan designates the property as Commercial and Mixed-Use, the proposed zoning districts is C-1. (+)
- B.** The development includes additional Commercial and possible housing types and promotes desirable Commercial and well-designed neighborhoods. (+)
- 7.4** Can the availability of existing and proposed public services accommodate the proposed development?
- A.** ACHD requires the Meridian Road study to be completed with a review of ITD's conditions of approval in order to serve the development. (+)
- B.** ITD requires mitigation improvements to serve the development. (+)
- 7.5** Does the public have the financial capability to provide supporting services to the proposed development?
- A.** Through development of the project and beyond, connection fees, impact fees (Fire, Police, Park and Ada County Highway District), and property taxes will be collected. (+)
- 7.6** Does the proposed project consider health and safety of the public and the surrounding area's environment?

- A. Connection to City services, as well as other public improvements such as streetlights, fire hydrants, sidewalks, etc. will be implemented as a part of any future development. (+)
  - B. No major wildlife habitats will be impacted by the proposed development. (+)
- 7.7 Does the site landscaping meet the intent of the landscape Ordinance?
- A. As this proposal is not a subdivision request, there is no requirement for landscaping until future development. (+)
- 7.8 Does the proposed Annexation constitute orderly development?
- A. The proposed subject site is located adjacent to Kuna City Limits. (+)
  - B. Subdivisions are under active construction to the north, west and east of the subject site. (+)
- 7.9 The Applicant and/or Owner of the property have the right to request a written regulatory taking analysis.

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

## VIII COMMISSIONS' RECCOMENDED ORDER OF DECISION

The Commission voted 3-0-2 to recommend approval of Case No. 22-15-AN to Council, for the Annexation request Near the southwest and southeast corner of Meridian and Kuna Roads on April 25, 2023.

## IV PROPOSED COUNCIL'S ORDER OF DECISION

*Note: These motions are for the **Approval, Conditional Approval or Denial** of the Annexation application. However, if the Council wishes to Approve or Deny specific parts of these requests as detailed in the report, those changes must be specified.*

Based upon the record contained in Case No. 22-15-AN, including the Comprehensive Plan, Kuna City Code, Staff's analysis, including the exhibits, and the testimony during the Public Hearing the Council hereby (**Approves/Conditionally Approves/Denies**) the Annexation, subject to the following Conditions of Approval:

### 9.1 Staff Recommended Conditions:

- A. Developer/Owner/Applicant shall not submit future development applications until adequate sewer capacity is available for the 42.02-acre site.

## 9.2 Transportation

- A. Buffers, curb, gutter and sidewalk (attached and detached) shall be installed with future applications in accordance with [KCC 5-17-14](#) and [6-4-2](#).
- B. Developer/Owner/Applicant shall work with Ada County Highway District and the City of Kuna to complete all required traffic improvements to the surrounding roadways and intersections as detailed in the Ada County Highway District staff report.
- C. With future development the ROW shall accommodate the southerly extension of SH-69/Meridian Road 69 with a designed ROW width of 160' from edge to edge.

## 9.3 Public Works

- A. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see [KCC 6-4-2](#).
- B. Compliance with [I.C. §31-3805](#) is required. Delivery of water shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.
- C. With future development, Connection to City Services (Sewer, Water, Pressurized Irrigation) is required. The Applicant shall conform to all corresponding City of Kuna Master Plans.
- D. With future development, the Developer/Owner/Applicant shall work with staff in order to provide final locations of streetlights as required by Kuna City Code. Streetlights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Sky practices.

## 9.4 General

- A. With future development the Developer/Owner/Applicant shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
  1. The City Engineer shall approve all sewer connections.
  2. The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the Applicant has received approval of the drainage plan.
  3. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties".
  4. The Kuna Rural Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Rural Fire District are required.
  5. The Kuna Municipal Irrigation System and Boise Project Board of Control shall approve any modifications to the existing irrigation system.

6. Approval from Ada County Highway District (ACHD) shall be obtained and Impact Fees must be paid prior to issuance of any building permit(s).
  7. All public Rights-Of-Way shall be dedicated and constructed to standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.
- B.** The Developer/Owner/Applicant, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through Public Hearing processes.
- C.** Developer/Owner/Applicant/Contractors are hereby notified of Kuna's working hours. Construction of any kind shall only be conducted within the hours specified in [KCC 10-6-3](#). Noises and other public nuisances/distractions outside of this time frame are subject to lawful penalties.
- D.** Developer/Owner/Applicant is hereby notified of Kuna's weed control policies and requirements [KCC 8-1-3](#). Weeds, grasses, vines or other growth which endanger property or are over twelve (12) inches in height shall be continuously cut down, weeded out, sprayed, burned, removed or destroyed throughout all seasons.
- E.** Developer/Owner/Applicant and all successors shall comply with all Local, State and Federal Laws.

**DATED** this 5<sup>th</sup> day of September 2023.



<a href="#">2.5 EAST KUNA INDUSTRIAL OVERLAY DISTRICT.pdf</a>			X
<a href="#">2.6 DOWNTOWN OVERLAY DISTRICT.pdf</a>			X
<a href="#">2.7 CITY OF KUNA DOWNTOWN DESIGN STANDARDS.pdf</a>			X
<a href="#">2.12 COMMISSION PROPOSED CHANGES.pdf</a>			X
<a href="#">2.9 AGENCY TRANSMITTAL.pdf</a>			X
<a href="#">2.10 P&amp;Z COMISSION KUNA MELBA NEWS.pdf</a>			X
<a href="#">2.13 CC KUNA MELBA NEWS.pdf</a>			X
<a href="#">2.8 GARRETT MICHAELSON COMMENT.pdf</a>			X
<a href="#">2.11 CINDY GIESEN COMMENT.pdf</a>			X

**II  
APPLICANTS REQUEST**

**2.1** The City of Kuna requests consideration from the City Council for an Ordinance Amendment to combine Title 5, Zoning Regulations and Title 6, Subdivision Regulations into one Development Regulation Title.

**III  
PROCESS AND NOTICING**

**3.1** Kuna City Code (KCC), [Title 1, Chapter 14, Section 3](#), states Ordinance Amendments to are designated as a public hearing with the Planning and Zoning Commission as the recommending body and City Council as the decision-making body. This request was given proper public notice and followed the requirements set forth in Idaho Code, [Title 67, Chapter 65](#), Local Land Use Planning Act and Kuna City Code, [Title 5](#).

- A.** Agency Comments Request: May 12, 2023
- B.** Kuna Melba News Newspaper: August 9, 2023, and August 16, 2023
- C.** Agenda September 5, 2023

**IV  
AGENCY RESPONSES**

**4.1 Agency Responses**

Agency	Exhibit No.

**V  
STAFF ANALYSIS**

**5.1** The City of Kuna requests consideration from the Council for an Ordinance Amendment to combine Title 5, Zoning Regulations and Title 6, Subdivision Regulations into one Development Regulation Title.

An Open House was held on April 5, 2023, from 4:00 to 6:00 pm at Kuna City Hall. There were ten (10) attendees, the meeting notification, sign-in-sheet and comment cards are provided in [Exhibit 2.4](#).

Proposed changes include but are not limited to, definitions, the Decision-Making Authority Process Table, the public hearing process, the Official Schedule of District Land Use Regulations, the Official Height and Area Standards Table, newly proposed overlay districts, parking requirement minimums, the lot split and lot line adjustment application process, and landscaping requirements.

The Commission recommended approval of the ordinance amendment with the recommended changes in [Exhibit 2.12](#).

## VI PROPOSED FINDINGS OF FACT

Based upon the record contained in Case No. 23-01-OA, Kuna City Code, Idaho Code, the Comprehensive Plan, Staff's Memorandums, including the exhibits, and the testimony during the Public Hearing, the Council hereby (*Approves/Conditionally Approves/Denies*) the proposed Findings of Fact and Conclusions of Law.

*If the Council wishes to Approve, Deny or modify specific parts of the Findings of Fact and Conclusions of Law as detailed below, those changes must be specified.*

- 6.1** Have the public notice requirements been met within the guidelines of applicable Idaho Code and City Ordinances?
- A.** Legal notices were published in the Kuna Melba News on August 9, 2023, and August 16, 2023. (+)
- 6.2** In accordance with [KCC 5-1A-3](#) were applicable agencies notified and asked to provide comment?
- A.** Applicable agencies were notified and asked to provide comments on May 12, 2023. (+)

## VI COMMISSION'S RECCOMENDATION

Based upon the record contained in Case No. 23-01-OA, including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the Public Hearing, the Commission recommended approval of the application.

**VII**  
**COUNCILS'S PROPOSED ORDER OF DECISION**

*Note: These Motions are for the Approval, Conditional Approval or Denial of the Ordinance Amendment. However, if the Council wishes to Approve or Deny specific parts of these requests as detailed in the report, those changes must be specified.*

Based upon the record contained in Case No. 23-01-OA, including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and the testimony during the Public Hearings the Council hereby Approves/Conditionally Approves/Denies the application.

**DATED** this 5<sup>th</sup> day of August 2023.

# CITY OF KUNA

State of Idaho

## *Proclamation*

### *CONSTITUTION WEEK PROCLAMATION*

**WHEREAS:** September 17, 2023, marks the two hundred and thirty-fifth anniversary of the drafting of the Constitution of the United States of America by the Constitutional Convention; and

**WHEREAS:** It is fitting and proper to accord official recognition to this magnificent document and its memorable anniversary; and to the patriotic celebrations which will commemorate the occasion; and

**WHEREAS:** Public Law 915 guarantees the issuing of a proclamation each year by the President of the United States of America designating September 17 through 23 as Constitution Week,

**NOW, THEREFORE I,** Joe Stear, by virtue of the authority vested in me as Mayor of the City of Kuna do hereby proclaim the week of September 17 through 23 as **CONSTITUTION WEEK**

**AND** ask our citizens to reaffirm the ideals of the Framers of the constitution had in 1787 by vigilantly protecting the freedoms guaranteed to us through this guardian of our liberties, remembering that lost rights may never be regained.

**IN WITNESS WHEREOF,** I have hereunto set my hand and caused the Seal of the (State or City) to be affixed this 5<sup>th</sup> day of September of the year of our Lord two thousand and twenty-three.

**IN WITNESS WHEREOF,  
I set my hand on this the 5<sup>th</sup> day of September  
in the year of two thousand and twenty-three.**

---

**Joe L. Stear  
Mayor of Kuna, Idaho**

**RESOLUTION NO. R47-2023  
CITY OF KUNA, IDAHO**

**NOW, THEREFORE, BE IT A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA, ADA COUNTY, STATE OF IDAHO; MAKING CERTAIN FINDINGS AND PURPOSES; AUTHORIZING THE STAFF AND AGENTS OF THIS CITY TO EXERCISE THE CITY’S RIGHT OF EMINENT DOMAIN TO OBTAIN EASEMENTS FOR THE CONSTRUCTION AND MAINTENANCE OF A SEWER TRUNK LINE; AND AUTHORIZING ANY AND ALL NECESSARY ACTIONS RELATED THERETO AND PROVIDING AN EFFECTIVE DATE.**

**RESOLVED** by the Mayor and the City Council:

**Section 1 - Findings:**

- 1.1** The City of Kuna (“City”) adopted the 2017 Sewer Master Plan, which provides for the construction of sewer trunk lines to improve the efficiency of the City’s sewer system and reduce the system’s reliance on lift stations;
- 1.2** The Sewer Master Plan includes the construction of a sewer trunk line known as the Mason Creek sewer trunk line to convey wastewater to the City’s North Wastewater Treatment Plant;
- 1.3** The City retained the firm of KM Engineering to provide engineering design advice in the development of a design for the Mason Creek sewer trunk line;
- 1.4** The plans for the Mason Creek sewer trunk line Phase 1, call for the installation of a sewer trunk line 36 inches in diameter, beginning east of Linder Road near the intersection with Lake Hazel Road and continuing to a point north of Lake Hazel Road and east of Ten Mile Road. The Phase 1 plans are attached hereto as **Exhibit A**.
- 1.5** The installation of the Mason Creek sewer trunk line Phase 1 will require the City to acquire a permanent 30-foot easement and a 20-foot temporary construction easement through any lands crossed by the Mason Creek sewer trunk line.
- 1.6** The path of the Mason Creek sewer trunk line Phase 1 will cross two parcels of land located at 7950 South Ten Mile Road, Kuna, Idaho (“Subject Real Property”).
- 1.7** The City will require a permanent 30 foot wide utility easement in the Subject Real Property. The real property that will be subject to this easement is legally described as follows:

**PARCEL 1**  
**PERMANENT SEWER EASEMENT**  
**1.45 acres**

An easement situated in the west half of Section 2, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at the north quarter-section corner of Section 2, Township 2 North, Range 1 West, Boise Meridian;

Thence S 00°04'14" E, 2618.81 feet along the north-south mid-section line to the center quarter-section corner of Section 2, the POINT OF BEGINNING:

Thence S 00°03'33" W, 39.00 feet along the north-south mid-section line of Section 2;

Thence N 89°28'29" W, 30.00 feet;

Thence N 00°03'33" E 38.76 feet parallel with and 30.00 feet from the north-south mid-section line;

Thence N 00°04'14" W, 520.94 feet parallel with and 30.00 feet from the north-south mid-section line;

Thence N 66°16'26" W, 1520.75 feet to the boundary of Parcel B of Record of Survey 8409, Instrument Number 108100276, records of Ada County, Idaho;

Thence N 00°07'58" W, 32.80 feet along the boundary of Parcel B;

Thence S 66°16'26" E, 1553.58 feet to the north-south mid-section line of Section 2;

Thence S 00°04'14"E, 540.57 feet along the north-south mid-section line of Section 2 to the POINT OF BEGINNING.

- 1.8** The City will also require a 20 foot wide temporary construction easement in the Subject Real Property. The real property that will be subject to this easement is more particularly legally described as follows:

**PARCEL 2**  
**TEMPORARY CONSTRUCTION EASEMENT**  
**0.97 acres**

An easement situated in the west half of Section 2, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, and being more particularly described as follows:

Commencing at the north quarter-section corner of Section 2, Township 2 North, Range 1 West, Boise Meridian;

Thence S 00°04'14" E, 2618.81 feet along the north-south mid-section line to the center quarter-section corner of Section 2;

Thence S 00°03'33" W, 39.00 feet along the north-south mid-section line to the POINT OF BEGINNING;

Thence continuing S 00°03'33" W, 20.00 feet along the north-south mid-section line;

Thence N 89°28'29" W, 50.00 feet;

Thence N 00°03'33" E, 58.60 feet parallel with and 50.00 feet from the north-south mid-section line;

Thence N 00°04'14" W, 507.86 feet parallel with and 50.00 feet from the north-south mid-section line;

Thence N 66°16'26" W, 1498.87 feet to the boundary of Parcel B of Record of Survey 8409, Instrument Number 108100276, records of Ada County, Idaho;

Thence N 00°07'58" W, 21.87 feet along the boundary of Parcel B;

Thence S 66°16'26" E, 1520.75 feet;

Thence S 00°04'14" E, 520.94 feet parallel with and 30.00 feet from the north-south mid-section line;

Thence S 00°03'33" W, 38.76 feet parallel with and 30.00 feet from the north-south mid-section line;

Thence S 89°28'29" E, 30.00 feet to the POINT OF BEGINNING.

- 1.9** The record owner of the Subject Real Property is Durrant Home Place, LLC (“Owner”). No other party is listed on the records of Ada County, Idaho as having an interest in the Subject Real Property.
- 1.10** In November 2022 the City engaged a right-of-way negotiator, Negotiation Services, LLC, to enter into negotiations with the Owner for purchase of the necessary easements.
- 1.11** In March 2023, Scott Robinson, a licensed appraiser, completed an appraisal of the aforementioned easements. The appraisal determined that the fair market value of the easements was \$32,780.00.
- 1.12** The City through its agent began negotiations with the Owner for the acquisition of the easements with an “Advice of Rights Form” in compliance with the provisions of Idaho Code Section 7-711A.
- 1.13** The City, through its agent, has negotiated in good faith with the Owner, but said negotiations have not been successful.
- 1.14** The City cannot proceed with construction of the Mason Creek sewer trunk line, Phase 1 without acquiring the necessary easements for said construction.
- 1.15** The City has the authority to exercise the right of eminent domain pursuant to Idaho Code Section 7-701 which provides in its relevant parts:

*Subject to the provisions of this chapter, the right of eminent domain may exercised in behalf of the following public uses:*

- ...
- 7. Sewerage of any incorporated city.

**1.16** The City Council finds that it is necessary to proceed with an eminent domain action against all owners and claimants of the Subject Real Property.

**Section 2 - Authorization:**

**2.1** The City’s Public Works Director is hereby directed and authorized together with the City Attorney to file an eminent domain action on behalf of the City of Kuna as plaintiff against all owners and claimants of the Subject Real Property to condemn the permanent easement described above as Parcel No. 1 and the temporary construction easement described above as Parcel No. 2.

**2.2.** The Public Works Director and City Attorney are authorized and directed to obtain all necessary title company litigation guarantees and legal surveys and to perform any other actions necessary and required by law in order to proceed with the eminent domain action herein authorized against any person or entity who have ownership interest in the Subject Real Property.

**Section 3 - Directing the City Clerk:**

**3.1** The City Clerk is hereby directed to:

**3.1.1** Retain this Resolution in the official records of the City; and

**3.1.2** Provide a copy of this Resolution, to the Public Works Director, the City Attorney and to anyone else who requests the same as may be relevant to the prosecution or defense of the eminent domain action herein authorized.

**Section 4 - Date of Effect:**

**4.1** This Resolution shall be in full force and effect after its passage and approval.

**PASSED** by the City Council of the City of Kuna this \_\_\_\_ day of \_\_\_\_\_, 2023.

Signed: \_\_\_\_\_  
Joe Stear, Mayor

**ATTEST:**

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

*Ayes:* \_\_\_\_\_

*Noes:* \_\_\_\_\_

*Absent:* \_\_\_\_\_

By: \_\_\_\_\_  
Chris Engels, City Clerk

**BEFORE THE PLANNING AND ZONING COMMISSION  
OF THE CITY OF KUNA**

IN THE MATTER OF THE APPLICATION OF ) **Case No. 23-03-LLA**  
 )  
**CITY OF KUNA** )  
 )  
*For a Lot Line Adjustment of 751 W 4<sup>th</sup> Street.* ) **STAFF MEMO FOR LOT LINE**  
 ) **ADJUSTMENT APPLICATION.**

**TABLE OF CONTENTS**

1. Exhibit List
2. Project Summary
3. Applicants Request
4. Process and Noticing
5. General Project Facts
6. Transportation and Connectivity
7. Staff Analysis
8. 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><b>DESCRIPTION OF EVIDENCE</b></i>	Withdrawn	Refused	Admitted
1.1 STAFF MEMO			X
<a href="#">2.1 P&amp;Z APPLICATION COVERSHEET.pdf</a>			X
<a href="#">2.2 LLA APPLICATION.pdf</a>			X
<a href="#">2.3 NARRATIVE.pdf</a>			X
<a href="#">2.4 VICINITY MAP.pdf</a>			X
<a href="#">2.5 PROPOSED LOT LINE ADJUSTMENT.pdf</a>			X
<a href="#">2.6 RECORD OF SURVEY SCOPE.pdf</a>			X

**II  
PROJECT SUMMARY**

<b>Description</b>	<b>Details</b>
Acreage	1.63
Existing Land Use(s)	CBD (Central Business District)
Future Land Use Designation	Public
Proposed Land Use(s)	N/A
Lots (No. and Type)	N/A
Number of Residential Units	N/A
Number of Phases	N/A
Net Density (Dwelling Units per Acre)	N/A

### **III APPLICANTS REQUEST**

- 3.1** The City requests Lot line Adjustment (LLA) approval to remove the lot lines that bisect City Hall, reducing the number of parcels from four (4) to one (1). The subject site is located at 751 W 4<sup>th</sup> Street, Kuna, ID 83634 (APNs: R5070001627, R5070001623, R5070001615, R5070001610).

### **IV PROCESS AND NOTICING**

- 4.1** A Lot Line Adjustment (LLA) is designated in Kuna City Code (KCC) 1-14-3, as a public meeting, with the City Council as the decision-making body. As a public meeting, this application does not require public notice as set forth in Idaho Code §65; Idaho Local Land Use Planning Act. The guidelines for decision making by the City Council as outlined in Kuna City Code (KCC) 1-14-3 have been adhered to.

### **V GENERAL PROJECT FACTS**

#### **5.1 Site Features**

- A.** The property has been used as Kuna City Hall since 2016.
- B.** The proposed project sites are generally flat, with 0 to 2% slopes. According to the USDA Soil Survey for Ada County, bedrock depth is estimated to be between 20 inches to greater than 60 inches.
- C.** Staff are not aware of any environmental issues, health, or safety conflicts beyond being within the Nitrate Priority Area. Idaho Department of Environmental Quality (DEQ) provides recommendations for surface and groundwater protection practices and requirements for development of the site.

#### **5.2 Surrounding Land Uses**

<b>North</b>	R-6 C-1	Medium Density Residential Kuna City Neighborhood Commercial – Kuna City
<b>South</b>	P	Public – Kuna City
<b>East</b>	CBD	Central Business District – Kuna City
<b>West</b>	CBD	Central business District – Kuna City

## VI STAFF ANALYSIS

### 6.1 General

- A. A scope of work for services for completion of the Record of Survey, pending City Council approval has been included with this application as [Exhibit 2.6](#).

### 6.2 Transportation and Connectivity

- A. There are no right of way improvements proposed with this application.

### 6.3 Site Layout and Dimensional Standards

- A. There are no changes proposed to the overall site layout with this application.
- B. If the Lot Line adjustment is approved the parcel will conform to the dimensional standards established in [KCC 5-3-3](#).

### 6.4 Parking

- A. N/A

### 6.5 Open Space

- A. N/A

### 6.6 Fencing

- A. N/A

### 6.7 Conclusion:

Upon review, staff finds the requested Lot Line Adjustment to be in compliance with [KCC 5-16-2](#).

## VII COUNCIL'S PROPOSED ORDER OF DECISION

*Note: These motions are for the Approval, Conditional Approval or Denial of the Lot Line Adjustment application. However, if the Council wishes to Approve or Deny specific parts of these requests as detailed in the report, those changes must be specified.*

Based upon the record contained in Case No. 23-03-LLA, including the Comprehensive Plan, Kuna City Code, Staff's Memorandums, including the exhibits, and testimony the Council hereby (*Approves/Conditionally Approves/Denies*) the Lot Line Adjustment, subject to the following Conditions:

### 7.1 Staff Recommended Conditions:

None

### 7.2 General

- A. Developer/Owner/Applicant shall convey proper easements on the Record of Survey for all utilities in sufficient widths approved by the City Engineer and the Planning and Zoning Department. All easement line work shall be shown on the Record of Survey.
- B. Upon approval of the application by Council, and subject to the Conditions and City Ordinances, the Developer/Owner/Applicant shall have one (1) year to complete the following:
  - 1. Cause the property to be surveyed and provide a copy of the Record of Survey to the Planning and Zoning Department for review, prior to recordation with Ada County.
  - 2. Record the Record of Survey with Ada County.
  - 3. Execute and record the necessary deeds to accomplish the adjustment as approved.
  - 4. Obtain new tax parcel numbers from the Ada County Assessor's Office.
  - 5. Provide copies of the recorded Record of Survey, recorded deeds, and the new tax parcel numbers to the Planning and Zoning Department.
- C. Developer/Owner/Applicant shall follow staff, City Engineer's and other agency recommended requirements as applicable.
- D. Developer/Owner/Applicant shall adhere to all agency and staff requirements and recommendations.
- E. Developer/Owner/Applicant and all successors shall comply with all Local, State and Federal Laws.

**DATED** this 5<sup>th</sup> day of September 2023.

**RESOLUTION NO. R70-2023  
CITY OF KUNA, IDAHO**

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

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

Section 1. The “*Professional Services Agreement*” with Keller Associates, Inc. for the City Hall Record of Survey Project, in substantially the format as attached hereto as “**ATTACHMENT A**”, is hereby approved.

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

**PASSED BY THE COUNCIL** of Kuna, Idaho this 5<sup>th</sup> day of September, 2023.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 5<sup>th</sup> day of September, 2023.

\_\_\_\_\_  
Joe L. Stear, Mayor

ATTEST:

\_\_\_\_\_  
Chris Engels, City Clerk

### AGREEMENT FOR PROFESSIONAL SERVICES

This is an Agreement effective as of \_\_\_\_\_ (“Effective Date”) between the **City of Kuna** ("Owner") and **Keller Associates, Inc.** ("Consultant").

Owner's Project, of which Consultant's services under this Agreement are a part, is generally identified as follows: **City Hall Record of Survey** ("Project").

The Owner and the Consultant agree to the following Project scope, schedule, and compensation:

**SCOPE:** Consultant’s services under this Agreement are generally identified as follows: **Refer to Attachment A.**

**SCHEDULE:** The Agreement shall commence on the above written date. Consultant anticipates to complete its services within **as outlined in Attachment A.**

**COMPENSATION:**

*Basic Services.* As compensation for services to be performed by Consultant, the Owner will pay Consultant a lump sum amount of **\$12,500 (Twelve Thousand Five Hundred dollars)** as described in **Attachment A.**

*Additional Services.* Compensation for performing Additional Services will be pursuant to a mutually agreed upon amendment to this Agreement.

In Witness Whereof, the parties hereto have executed this Agreement as of the date first above written. Owner further acknowledges that it has reviewed and accepted the attached Standard Terms and Conditions.

**CITY OF KUNUNA**

**CONSULTANT: KELLER ASSOCIATES, INC.**

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: Donn Carnahan

Name: Donn Carnahan

Title: Principal

Address: 100 East Bower Street, Suite 110  
Meridian, ID 83642

Telephone: (208) 288-1992

Date: 8/10/2023

## STANDARD TERMS AND CONDITIONS

1. **CONTRACT** – This document constitutes the full and complete Agreement between the parties and supersedes all prior negotiations, representations or agreements, whether written or oral. The Agreement may be amended only if both parties specifically agree in writing to such amendment of the Agreement.
2. **INVOICES AND PAYMENT** – Owner will make payment within 15 calendar days of the invoice date. Consultant shall keep accurate records of expenses. If Owner contests an invoice, Owner shall advise the Consultant within 15 days of receipt of invoice of the specific basis for doing so, may withhold only that portion so contested, and shall pay the undisputed portion.
 

**Interest.** If payment is not received by the Consultant within 30 calendar days of the invoice date, Owner shall pay interest at a rate of 1½% per month (or the maximum allowable by law, whichever is lower) of the past due amount. Payments will be credited first to interest and then to principal.

**Suspension.** If the Owner fails to make payments when due, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Owner. Owner agrees to indemnify and hold Consultant harmless from any claim or liability resulting from such suspension.
3. **DOCUMENTS** – All documents prepared or furnished by Consultant are instruments of service, and Consultant retains ownership and property interest (including the copyright and the right of reuse) in such documents. Owner shall have a limited license to use the documents in and for the Project subject to full payment for all services relating to preparation of the documents. The Owner agrees to obtain prior written agreement for any reuse or modifications of the instruments of service, and understands that any unauthorized use of the instruments of service shall be at the Owner's sole risk and without liability to the Consultant.
4. **STANDARD OF CARE** – The standard of care for all professional engineering and related services performed or furnished by the Consultant under this Agreement will be the care and skill ordinarily used by members of the subject profession practicing under similar circumstances at the same time and in the same locality. The Consultant makes no warranties, expressed or implied, under this Agreement or otherwise, in connection with the Consultant's services. Consultant shall exercise usual and customary professional care in its efforts to comply with applicable codes, regulations, laws, rules, ordinances, and such other requirements in effect as of the date of execution of this Agreement.
5. **CHANGES OR DELAYS** – The proposed scope of services, compensation, schedule, and allocation of risks reflect Consultant's understanding of the Project at the date of this Agreement. Costs and schedule commitments shall be subject to renegotiation for changed conditions, unreasonable delays caused by the Owner's failure, independent government agencies, Force Majeure events (i.e. acts of God, riots, wars, sabotage, strikes, civil disturbances, pandemics, government declared emergencies, etc.), or causes beyond the reasonable control of Consultant. Where this occurs, changes in the Agreement shall be negotiated and an equitable adjustment in compensation and schedule shall be made.
6. **TERMINATION OR REDUCTION OF SERVICES** – The Owner and Consultant may terminate this Agreement in whole or in part at any time by giving 30 days written notice thereof. The Owner shall promptly pay Consultant for all services rendered to the effective date of suspension of services, plus suspension charges, which shall include the cost of assembling documents, personnel and equipment, rescheduling or reassignment, and commitments made to others on the Owner's behalf. If Owner elects to terminate, modify, or reduce any portion of Consultant's services under this Agreement, Owner shall indemnify Consultant from any damages related to the services or activities Consultant did not provide.
7. **SUSPENSION OF SERVICES** – If the Owner suspends services of the Consultant for any reason for more than thirty days, the Consultant shall be reimbursed for expenses incurred due to suspension of services, including costs associated with rescheduling or reassigning personnel, and commitments made to others on Owner's behalf.
8. **INDEMNITY AND LIMITATION OF LIABILITY** – Owner and Consultant each agree to indemnify and hold the other (including their respective officers, directors, employees, agents, owners, shareholders, members, partners, sub-consultants, subcontractors, and representatives) harmless from and against liability for all claims, losses, damages and expenses, to the extent such claims, losses, damages, or expenses are caused by the indemnifying party's negligent acts, errors or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Owner and Consultant, they shall be borne by each party in proportion to its negligence. Neither the Owner nor Consultant shall be liable for incidental, indirect or consequential damages. The Consultant's liability to the Owner and to all construction contractors and subcontractors on the Project, due to the Consultant's negligent acts, errors omissions, or breach of contractual obligations relating to or arising out of the Project shall not exceed the Consultant's total fee.

9. **OPINIONS OF COST** – Consultant’s opinions of probable cost represent Consultant’s judgment as an experienced and qualified design professional. Since Consultant has no control over the cost of labor, materials, equipment, or services furnished by others, or over the Owner’s and other contractor’s methods of determining prices, or over competitive bidding or market conditions, the Consultant cannot and does not guarantee that proposals, bids, or actual construction cost will not vary from opinions of probable cost prepared by the Consultant.
10. **CONSTRUCTION PHASE SERVICES** – If Consultant performs any services during the construction phase of the Project, Consultant shall not supervise, direct, or have control over Contractor’s work. Consultant shall not have authority over or responsibility for the construction means, methods, techniques, sequences or procedures or for safety precautions and programs in connection with the work of the Contractor. Consultant does not guarantee the performance of the construction contract by the Contractor and does not assume responsibility for the Contractor’s failure to furnish and perform its work in accordance with the Contract Documents.
11. **MISCELLANEOUS**

**Right of Entry:** Unless otherwise noted in the scope of work, the Owner shall provide for Consultant’s right to enter the property owned by the Owner and others in order to fulfill the services to be performed hereunder.

**Dispute Resolution:** Owner or its Contractor agree to notify Consultant of any claims against the Consultant within 10 days of discovery of any allegations, errors or omissions. Should a dispute arise, Owner and Consultant agree to negotiate disputes between them in good faith for a period of 30 calendar days from the date the dispute is raised in writing by either the Owner or Consultant. If the parties fail to resolve the dispute through negotiation, then the dispute shall be decided through non-binding mediation or other mutually agreed alternative dispute resolution technique. Fees and expenses for mediation shall be split equally between the parties. The Owner and Consultant agree non-binding mediation or other mutually acceptable dispute resolution technique shall precede litigation. This Agreement shall be governed by the laws of the State where the Project is located.

**Hazardous Environmental Conditions: The scope of Consultant’s services does not include any responsibility for detection, remediation, accidental release, or services relating to waste, oil, asbestos, lead or other hazardous materials, as defined by Federal, State, and local laws or regulations. Consultant is not required to become an arranger, operator, generator, or transporter of hazardous substances, and shall have no responsibility for the discovery, handling, removal, disposal or exposure of persons to hazardous substances of any form.**

**Subsurface Investigations:** In soils, foundation, groundwater, and other subsurface investigations, the actual characteristics may vary significantly between successive test points and sample intervals and at locations other than where observations, exploration, and investigations have been made. Because of the inherent uncertainties in subsurface evaluations, changed or unanticipated underground conditions may occur that could affect total project cost and/or execution. These conditions and cost/execution effects are not the responsibility of Consultant.

**Consultant Reliance:** Owner shall make available to Consultant all relevant information pertinent to the Project. Consultant shall be entitled to rely, without liability or the need for independent verification, on the accuracy and completeness of any and all information provided by Owner, Owner’s consultants and contractors, information from public records, and information ordinarily or customarily furnished by others, including, but not limited to specialty contractors, manufacturers, suppliers, and publishers of technical standards.

**Certifications:** Consultant shall not be required to sign any documents that result in Consultant having to certify, warrant, or guarantee the existence of conditions whose existence Consultant cannot ascertain within its services for the Project.

**Third Parties:** Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Consultant. Consultant’s services hereunder are being performed solely for the benefit of the Owner, and no other entity shall have any claim against Consultant because of this Agreement or Consultant’s performance of services hereunder.

**Severability & Waiver:** In the event any of these Contract Provisions are found to be illegal or otherwise unenforceable, the unenforceable Contract Provisions will be stricken, and those remaining Contract Provisions shall continue in full force and effect. The failure of either party of this Agreement to insist, in any one or more instances, upon the performance of any of the terms, covenants or conditions of this Agreement, shall not be construed as a waiver of such term, covenant or right.

**Joint Drafting:** The Parties expressly agree that this Agreement was jointly drafted, and that they both had opportunity to negotiate its terms and to obtain the assistance of counsel in reviewing its terms prior to execution. Therefore, this Agreement shall be construed neither against nor in favor of either Party, but shall be construed in a neutral manner.

**ATTACHMENT A**  
**SCOPE OF WORK**  
**City of Kuna**  
**City Hall Record of Survey**  
**Surveying Services**

**Project Description**

The City of Kuna's (Owner) existing City Hall is constructed upon property that is composed of several individual lots, bisecting the property. The Owner is seeking to vacate these property lines in preparation for a future project on the site. To perform property line vacation, a Record of Survey (ROS) will be required. Keller Associates (consultant) is the Prime Consultant for the survey work.



**Scope of Work**

**Record of Survey** – Perform a Record of Survey (ROS) to vacate bisecting property lines at the City Hall site.

- Obtain up to five (5) title reports pertaining to the existing property.
- Perform field work to identify and tie-in property lines to existing monuments.
- Perform office research and drafting to prepare the ROS.
- Review and stamp by a Professional Land Surveyor and record with Ada County.
- Perform Field work to set new monuments.

**Deliverable** – Record of Survey

**Schedule** – Delivered within 4 weeks of receiving the Notice to Proceed.

**Fee**

The above Survey scope will be completed for a lump sum fee of Twelve Thousand Five Hundred dollars.

<b>Task</b>	<b>Description</b>	<b>Fee</b>	<b>Fee Basis</b>
1.1	Obtain Title Reports	\$ 2,500.00	LS
1.2	Survey Field Work	\$ 4,800.00	LS
1.3	Survey Office Work	\$ 5,200.00	LS
<b>LUMP SUM FEE</b>		<b>\$ 12,500.00</b>	<b>LS</b>

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*(Space above reserved for recording)*

**ORDINANCE NO. 2023-16A  
CITY OF KUNA, IDAHO**

**ARTHUR SIDNEY & LAURA ANDERSON,  
MUNICIPAL ANNEXATION AND ZONING**

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

- **MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND**
- **ANNEXING CERTAIN REAL PROPERTIES, TO WIT: ADA COUNTY ASSESSOR’S PARCEL NOS. R0615250410 AND R0615250402 OWNED BY ARTHUR SIDNEY & LAURA ANDERSON WITHIN UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO; AND**
- **ESTABLISHING THE ZONING CLASSIFICATIONS OF SAID REAL PROPERTIES; AND**
- **DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

**THE CITY COUNCIL MAKES THE FOLLOWING FINDINGS AND DECLARATIONS OF ITS AUTHORITY, HISTORY AND PROCESS OF THIS IDAHO CODE SECTION 50-222 (3) (a) CATEGORY “A” ANNEXATION AND ZONING ORDINANCE AS FOLLOWS:**

**WHEREAS**, the City of Kuna, Idaho is a municipal corporation organized and existing under the laws of the state of Idaho (the “City”) and is authorized to annex into and incorporate within the boundaries of the City Contiguous real property in the manner provided by section 50-222, Idaho Code; and

**WHEREAS**, ARTHUR SIDNEY & LAURA ANDERSON, (The “Owners”) of parcels R0615250410 and R0615250402, the subject real property [legally described in Exhibit A-1 through A-6 attached hereto and by this reference herein incorporated] (the “Real Property”),

**WHEREAS**, The Real Property is situated in the unincorporated area of Ada County, and

**WHEREAS**, The owners have filed with the City the following written request and application:

- Annexation of the Real Property with an R-4 zoning district classification [legally described in Exhibit A-1], and
- Annexation of the Real Property with an R-2 zoning district classification [legally described in Exhibit A-2, A-3, A-4, A-5 and A-6], and

**WHEREAS**, the Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on July 12, 2022, as required by Section §67-6525, Idaho Code, made findings (approved by the Commission on July 26, 2022) where it was recommended to the Mayor and Council that the annexation for Parcel Nos. R0615250410 and R0615250402, legally described in Exhibit A-1, with R-4, and Exhibits A-2, A-3, A-4, A-5 and A-6, with R-2 Zoning Districts Classification requests, be approved;

**WHEREAS**, The Council, pursuant to public notice as required by law, held a public hearing on October 4, 2022 on the Owner’s application and request for the Real Properties annexation and zoning, as required by Section §67-6525, Idaho Code, and made findings (approved on October 18, 2022) wherein the City Council determined that the Owner’s written request and application for annexation of Parcel Nos. R0615250410 and R0615250402, legally described in Exhibit A-1, with R-4, and Exhibits A-2, A-3, A-4, A-5 and A-6, with R-2 Zoning Districts Classification requests, be approved;

**WHEREAS**, the zoning classification of R-4 is appropriate to meet the requirements of the Kuna City Code and should be granted.

**WHEREAS**, the zoning classification of R-2 is appropriate to meet the requirements of the Kuna City Code and should be granted.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, IDAHO**, as follows:

Section 1: The Kuna City Council hereby finds and declares that the Real Properties described below are contiguous to the City, that said properties can be reasonably assumed to be used for the orderly development of the City, and that the owner of said properties has requested, in writing, annexation thereof to the City.

Section 2: The Real Property, situated in Ada County, Idaho, adjacent to and contiguous to the City, and legally described in “Exhibits A-1 through A-6,” Legal Descriptions, and “Exhibit B” Location Map, attached hereto and incorporated herein by reference, is annexed to and incorporated in the incorporated territorial limits of the City of Kuna, Idaho.

Section 3: From and after the effective date of this Ordinance, all property and persons within the boundaries and territory described above shall be subject to all ordinances, resolutions, police regulations, taxation and other powers of the City of Kuna.

Section 4: The zoning land use classification of the land described in Section 2 above is hereby established as R-4, as legally described in Exhibit A-1, and as R-2, as legally described in Exhibits A-2, A-3, A-4, A-5 and A-6, as provided by the Zoning Ordinance of the City. The Zoning Map of the City is hereby amended to include the Real Property described in Section 2 above in the R-4 and R-2 zoning land use classifications.

Section 5: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Ada County, Idaho, and with the Idaho State Tax Commission, Boise, Idaho, as required by Section §50-223, Idaho Code, and to comply with the provisions of Section §63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

Section 6: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section §50-901A, Idaho Code, may be published.

DATED this 5th day of September 2023.

CITY OF KUNA

\_\_\_\_\_  
Joe Stear, Mayor

ATTEST:

\_\_\_\_\_  
Chris Engels, City Clerk

**EXHIBIT A-1**  
**LEGAL DESCRIPTION**  
**ARTHUR SIDNEY & LAURA ANDERSON**  
**MUNICIPAL ANNEXATION AND ZONING**

A parcel located in the SW 1/4 of the NE 1/4 of Section 30 Township 2 North, Range 1 East, Boise Meridian, and being a part of Lot 2 of Block 3 of the amended plat of *AVALON ORCHARD TRACTS* as shown in Book 6 of plats at Page 254 in the office of the Recorder, Ada County, Idaho, more particularly described as follows:

Commencing at an aluminum cap monument marking the northwesterly corner of the NE 1/4 of said Section 30, from which an aluminum cap monument marking the southwesterly corner of said SW 1/4 of the NE 1/4 bears S 0°38'54" W a distance of 2666.60 feet;

Thence S 0°38'54" W along the westerly boundary of said NE 1/4 a distance of 1367.28 feet to a point on the extension of the northerly boundary of said Lot 2;

Thence leaving said westerly boundary S 62°34'37" E along said extension a distance of 28.00 feet to a point marking the northwesterly corner of said Lot 2, said point being the POINT OF BEGINNING;

Thence leaving said extension and along the northerly boundary of said Lot 2 the following described courses:

Thence continuing S 62°34'37" E a distance of 144.19 feet to a point;

Thence S 81°49'04" E a distance of 61.58 feet to a point;

Thence leaving said northerly boundary S 0°38'54" W a distance of 211.90 feet to a point on the southerly boundary of said Lot 2;

Thence N 89°50'14" W along said southerly boundary a distance of 189.79 feet to a point marking the southwesterly corner of said Lot 2, said point being on the easterly right-of-way of S. Stroebel Road;

Thence N 0°38'54" E along said easterly right-of-way a distance of 286.54 feet to the POINT OF BEGINNING.

This parcel contains 45,835 square feet (1.05 acres) and is subject to any easements existing or in use.

**EXHIBIT A-2**

**LEGAL DESCRIPTION**  
**ARTHUR SIDNEY & LAURA ANDERSON**  
**MUNICIPAL ANNEXATION AND ZONING**

A parcel located in the SW 1/4 of the NE 1/4 of Section 30 Township 2 North, Range 1 East, Boise Meridian, and being a part of Lot 2 of Block 3 of the amended plat of *AVALON ORCHARD TRACTS* as shown in Book 6 of plats at Page 254 in the office of the Recorder, Ada County, Idaho, more particularly described as follows:

Commencing at an aluminum cap monument marking the northwesterly corner of the NE 1/4 of said Section 30, from which an aluminum cap monument marking the southwesterly corner of said NE 1/4 bears S 0°38'54" W a distance of 2666.60 feet;

Thence S 0°38'54" W along the westerly boundary of said NE 1/4 a distance of 1367.28 feet to a point on the extension of the northerly boundary of said Lot 2;

Thence leaving said westerly boundary S 62°34'37" E along said extension a distance of 28.00 feet to a point marking the northwesterly corner of said Lot 2;

Thence leaving said extension and along the northerly boundary of said Lot 2 the following described courses:

Thence continuing S 62°34'37" E a distance of 144.19 feet to a point;

Thence S 81°49'04" E a distance of 61.58 feet to the POINT OF BEGINNING;

Thence continuing S 81°49'04" E a distance of 106.59 feet to a point;

Thence N 75°01'55" E a distance of 97.96 feet to a point;

Thence leaving said northerly boundary S 0°38'54" W a distance of 222.60 feet to a point on the southerly boundary of said Lot 2;

Thence N 89°50'14" W along said southerly boundary a distance of 200.02 feet to a point;

Thence N 0°38'54" E a distance of 211.90 feet to the POINT OF BEGINNING.

This parcel contains 41,400 square feet (0.95 acres) and is subject to any easements existing or in use.

**EXHIBIT A-3**

**LEGAL DESCRIPTION**  
**ARTHUR SIDNEY & LAURA ANDERSON**  
**MUNICIPAL ANNEXATION AND ZONING**

A parcel located in the SW 1/4 of the NE 1/4 of Section 30 Township 2 North, Range 1 East, Boise Meridian, and being a part of Lot 2 of Block 3 of the amended plat of *AVALON ORCHARD TRACTS* as shown in Book 6 of plats at Page 254 in the office of the Recorder, Ada County, Idaho, more particularly described as follows:

Commencing at an aluminum cap monument marking the northwesterly corner of said NE 1/4 of said Section 30, from which an aluminum cap monument marking the southwesterly corner of said NE 1/4 bears S 0°38'54" W a distance of 2666.60 feet;

Thence S 0°38'54" W along the westerly boundary of said NE 1/4 a distance of 1367.28 feet to a point on the extension of the northerly boundary of said Lot 2;

Thence leaving said westerly boundary S 62°34'37" E along said extension a distance of 28.00 feet to a point marking the northwesterly corner of said Lot 2;

Thence leaving said extension and along the northerly boundary of said Lot 2 the following described courses:

Thence continuing S 62°34'37" E a distance of 144.19 feet to a point;

Thence S 81°49'04" E a distance of 168.18 feet to a point;

Thence N 75°01'55" E a distance of 97.96 feet to the POINT OF BEGINNING;

Thence continuing N 75°01'55" E a distance of 256.58 feet to a point marking the northeasterly corner of said Lot 2;

Thence S 0°41'42" W along the easterly boundary of said Lot 2 a distance of 289.58 feet to a 1/2 inch diameter iron pin marking the southeasterly corner of said Lot 2;

Thence N 89°50'14" W along the southerly boundary of said Lot 2 a distance of 246.88 feet to a point;

Thence leaving said southerly boundary N 0°38'54" E a distance of 222.60 feet to the POINT OF BEGINNING.

This parcel contains 63,247 square feet (1.45 acres) and is subject to any easements existing or in use.

**EXHIBIT A-4 LEGAL DESCRIPTION**

ARTHUR SIDNEY & LAURA ANDERSON  
MUNICIPAL ANNEXATION AND ZONING

A parcel located in the SW 1/4 of the NE 1/4 of Section 30 Township 2 North, Range 1 East, Boise Meridian, and being a part of Lot 1 of Block 3 of the amended plat of *AVALON ORCHARD TRACTS* as shown in Book 6 of plats at Page 254 in the office of the Recorder, Ada County, Idaho, more particularly described as follows:

Commencing at an aluminum cap monument marking the northwesterly corner of the NE 1/4 of said Section 30, from which an aluminum cap monument marking the southwest corner of said SW 1/4 of the NE 1/4 bears S 0°38'54" W a distance of 2666.60 feet;

Thence S 0°38'54" W along the westerly boundary of said NE 1/4 a distance of 1367.28 feet to a point on the extension of the northerly boundary of Lot 2 of Block 3 of said amended plat of *AVALON ORCHARD TRACTS*;

Thence leaving said westerly boundary S 62°34'37" E along said extension a distance of 28.00 feet to a point marking the northwesterly corner of said Lot 2;

Thence leaving said extension and along the northerly boundary of said Lot 2 the following described courses:

Thence continuing S 62°34'37" E a distance of 144.19 feet to a point;

Thence S 81°49'04" E a distance of 168.18 feet to a point;

Thence N 75°01'55" E a distance of 354.54 feet to a point marking the northeasterly corner of said Lot 2, said point being the northwesterly corner of said Lot 1 and being the POINT OF BEGINNING;

Thence continuing N 75°01'55" E along the northerly boundary of said Lot 1 a distance of 135.21 feet to a point;

Thence leaving said northerly boundary S 1°47'11" W a distance of 324.99 feet to a point on the southerly boundary of said Lot 1;

Thence N 89°50'14" W along said southerly boundary a distance of 124.00 feet to a 1/2 inch diameter iron pin marking the southwest corner of said Lot 1;

Thence N 0°41'42" E along the westerly boundary of said Lot 1 a distance of 289.58 feet to the POINT OF BEGINNING.

This parcel contains 38,990 square feet (0.90 acres) and is subject to any easements existing or in use.

**EXHIBIT A-5**

**LEGAL DESCRIPTION**  
**ARTHUR SIDNEY & LAURA ANDERSON**  
**MUNICIPAL ANNEXATION AND ZONING**

A parcel located in the W 1/2 of the NE 1/4 of Section 30 Township 2 North, Range 1 East, Boise Meridian, and being a part of Lot 1 of Block 3 of the amended plat of *AVALON ORCHARD TRACTS* as shown in Book 6 of plats at Page 254 in the office of the Recorder, Ada County, Idaho, more particularly described as follows:

Commencing at an aluminum cap monument marking the northwesterly corner of said W 1/2 of the NE 1/4, from which an aluminum cap monument marking the southwesterly corner of said W 1/2 of the NE 1/4 bears S 0°38'54" W a distance of 2666.60 feet;

Thence S 0°38'54" W along the westerly boundary of said W 1/2 of the NE 1/4 a distance of 1367.28 feet to a point on the extension of the northerly boundary of Lot 2 of Block 3 of said amended plat of *AVALON ORCHARD TRACTS*;

Thence leaving said westerly boundary S 62°34'37" E along said extension a distance of 28.00 feet to a point marking the northwesterly corner of said Lot 2;

Thence leaving said extension and along the northerly boundary of said Lot 2 the following described courses:

Thence continuing S 62°34'37" E a distance of 144.19 feet to a point;

Thence S 81°49'04" E a distance of 168.18 feet to a point;

Thence N 75°01'55" E a distance of 354.54 feet to a point marking the northeasterly corner of said Lot 2, said point being the northwesterly corner of said Lot 1;

Thence leaving said northerly boundary of said Lot 2 and along the northerly boundary of said Lot 1 the following described courses:

Thence continuing N 75°01'55" E a distance of 135.21 feet to the POINT OF BEGINNING;

Thence continuing N 75°01'55" E a distance of 116.31 feet to a point;

Thence leaving said northerly boundary S 0°24'11" W a distance of 355.22 feet to a point on the southerly boundary of said Lot 1;

Thence N 89°50'14" W along said southerly boundary a distance of 120.00 feet to a point;

Thence leaving said southerly boundary N 1°47'11" E a distance of 324.99 feet to the POINT OF BEGINNING.

This parcel contains 39,411 square feet (0.90 acres) and is subject to any easements existing or in use.

**EXHIBIT A-6**

**LEGAL DESCRIPTION**  
**ARTHUR SIDNEY & LAURA ANDERSON**  
**MUNICIPAL ANNEXATION AND ZONING**

A parcel located in the W 1/2 of the NE 1/4 of Section 30 Township 2 North, Range 1 East, Boise Meridian, and being a part of Lot 1 of Block 3 of the amended plat of *AVALON ORCHARD TRACTS* as shown in Book 6 of plats at Page 254 in the office of the Recorder, Ada County, Idaho, more particularly described as follows:

Commencing at an aluminum cap monument marking the northwesterly corner of said W 1/2 of the NE 1/4, from which an aluminum cap monument marking the southwest corner of said W 1/2 of the NE 1/4 bears S 0°38'54" W a distance of 2666.60 feet;

Thence S 0°38'54" W along the westerly boundary of said W 1/2 of the NE 1/4 a distance of 1367.28 feet to a point on the extension of the northerly boundary of Lot 2 of Block 3 of said amended plat of *AVALON ORCHARD TRACTS*;

Thence leaving said westerly boundary S 62°34'37" E along said extension a distance of 28.00 feet to a point marking the northwesterly corner of said Lot 2;

Thence leaving said extension and along the northerly boundary of said Lot 2 the following described courses:

Thence continuing S 62°34'37" E a distance of 144.19 feet to a point;

Thence S 81°49'04" E a distance of 168.18 feet to a point;

Thence N 75°01'55" E a distance of 354.54 feet to a point marking the northeasterly corner of said Lot 2, said point being the northwesterly corner of said Lot 1;

Thence leaving said northerly boundary of said Lot 2 and along the northerly boundary of said Lot 1 the following described courses:

Thence continuing N 75°01'55" E a distance of 251.52 feet to the POINT OF BEGINNING;

Thence continuing N 75°01'55" E a distance of 22.99 feet to a point;

Thence S 85°24'50" E a distance of 378.49 feet to a point marking the northeasterly corner of said Lot 1;

Thence S 0°44'30" W along the easterly boundary of said Lot 1 a distance of 332.04 feet to a point marking the southeasterly corner of said Lot 1;

Thence N 89°50'14" W along the southerly boundary of said Lot 1 a distance of 397.70 feet to a point;

Thence leaving said southerly boundary N 0°24'11" E a distance of 355.22 feet to the POINT OF BEGINNING.

This parcel contains 138,463 square feet (3.18 acres) and is subject to any easements existing or in use.

