

**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 19, 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 September 5, 2023****B. Accounts Payable Dated September 14, 2023, in the amount of \$1,655,877.17****C. Final Plats**

1. Case No. 23-07-FP Ashton Estates (East) No. 5

**D. Findings of Fact and Conclusions of Law**

1. Case No. 22-15-AN (Annexation) – Rising Sun WEST

**E. Resolutions**

1. Resolution R72-2023

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO:**

- **PROVIDING RECITALS AND FINDINGS; AND**
- **APPOINTING A NEW COMMISSIONER TO SEAT NO. 3; AND**
- **DIRECTING THE CITY CLERK; AND**

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.

- PROVIDING AN EFFECTIVE DATE.

## **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** - Tabled from September 5, 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.

*Open Public Hearing*

*Receive evidence*

*Consideration to close evidence presentation and proceed to deliberation*

- A.2.** Consideration to approve Ordinance 2023-21 Repealing and replacing KCC Title 8 Chapter 4. **ACTION ITEM** - Tabled from September 5, 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.

*Open Public Hearing*

*Receive evidence*

*Consideration to close evidence presentation and proceed to deliberation*

*Consideration to waive three readings*

*Consideration to approve Ordinance*

*Consideration to approve Summary Publication*

**A.3.** Consideration to approve Ordinance 2023-22 Granting Solid Waste Franchise Agreement with J&M Sanitation Inc **ACTION ITEM** -*Tabled from September 5, 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.

*Open Public Hearing*

*Receive evidence*

*Consideration to close evidence presentation and proceed to deliberation*

*Consideration to waive three readings*

*Consideration to approve Ordinance*

*Consideration to approve Summary Publication*

**B.** Consideration to approve Case Nos. 22-12-ZC (Rezone) and 22-05-CPF (Combination Preliminary and Final Plat) – Applicant requests a Rezone and Combo Preliminary and Final Plat approval for 1200 N Black Cat Road for the Vasilij Subdivision. – 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** – 2<sup>nd</sup> Hearing.

*Open Public Hearing*

*Receive evidence*

*Consideration to close evidence presentation and proceed to deliberation*

#### **6. Business Items:**

- A. Domestic Violence Awareness Month Proclamation.
- B. Consideration to approve Resolution R71-2023. Morgan Treasure, Economic Development Director **ACTION ITEM**
- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA:
- SETTING FORTH CERTAIN PURPOSES;
  - AUTHORIZING THE MAYOR TO EXECUTE THE INFRASTRUCTURE AGREEMENT BETWEEN THE CITY OF KUNA AND BRISBIE, LLC
  - DIRECTING THE CITY CLERK; AND SETTING AN EFFECTIVE
- C. Consideration to approve Resolution R73-2023. Morgan Treasure, Economic Development Director **ACTION ITEM**
- A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA:
- SETTING FORTH CERTAIN PURPOSES;
  - AUTHORIZING THE MAYOR TO EXECUTE THE INFRASTRUCTURE AGREEMENT BETWEEN THE CITY OF KUNA AND BRISBIE, LLC
  - DIRECTING THE CITY CLERK; AND SETTING AN EFFECTIVE

#### **7. Ordinances:**

#### **8. Executive Session:**

- A. Request to adjourn into executive session pursuant to Idaho Code 74-206 (c) (c) to acquire an interest in real property not owned by public agency.

#### **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, 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**

*(Timestamp 00:00:07)*

#### **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**

### **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 00:00:30)*

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- 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.

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 WELFARE 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".

**Motion To:** Approve the Consent Agenda

**Motion By:** Council President McPherson and recusing from 4C-1

**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

**Recused:** McPherson from 4C1

**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 00:02:27)*

- 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.

**Motion To:** Table 5A1, 5A2 and 5A3 to a date certain of September 19, 2023

**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

- 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  
(Timestamp 00:03:25)

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

Mark Tate, M3 companies, reviewed the application and stood for questions.

Council Member Biggs asked about commercial development timeline.

Mark Tate responded.

Rebecca Simmons, Kuna Resident, testified neutral and expressed some concerns.

Eric Kulm, Kuna Resident, testified in favor of the application but expressed concerns about the project.

Mark Tate Rebuttal

Rebecca Simmons responded to Mark Tate.

Mark Tate responded to Rebecca.

Council Member Biggs asked about timeline on development.

Troy Behunin responded and explained multiple factors determine when that will happen.

Morgan Treasure comments on the importance of user types and impacts on traffic.

Council Member Biggs asked about the future land use map for Kuna.

Doug Hanson, P&Z Director responded.

*Open Public Hearing*

*Receive evidence*

*Consideration to close evidence presentation and proceed to deliberation*

**Motion To:** Close Evidence presentation and to close the public hearing and proceed to deliberation

**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:** Deny Case No. 22-15-AN

**Motion By:** Council Member Biggs

**Motion Seconded:** Council Member Laraway

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

**Voting No:** McPherson

**Absent:** None

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

- 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** – 1<sup>st</sup> Hearing.

*(Timestamp 00:39:49)*

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

Council Members and Marc Bybee, City Attorney discuss the proposed changes.

Council Member Laraway asked about second notices and time delays if this were to pass.

Doug Hanson responded and clarified the purpose of the proposed changes.

Stephanie Wolf, resident of Kuna, expressed concerns of the proposed changes and testified in opposition.

Council discussed conditions they would like to see during the first hearing.

Doug Hanson, P&Z Director stated that the second notice of this hearing is on September 19, 2023 and a second hearing will take place on September 19, 2023 and no decision would need to be made.

*Open Public Hearing*

*Receive evidence*

*Consideration to close evidence presentation and proceed to deliberation*

## **6. Business Items:**

*(Timestamp 01:07:54)*

**A. Constitution Week Proclamation.**

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

*(Timestamp 001:10:05)*

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

The Durrant Family went over past issues with working with the City of Kuna and current concerns they have about the negotiations of this easement.

City Council, The Mayor, and the Durrants agreed to communicate directly and not through legal counsel.

**Motion To:** Table to October 17, 2023 Resolution R47-2023

**Motion By:** Council President McPherson

**Motion Seconded:** Council Member Bruce

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

**Voting No:** None

**Absent:** None

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

**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

(Timestamp 01:51:47)

Doug Hanson, P&Z Director, reviewed the lot line adjustment and stood for questions.

**Motion To:** Approve Case No. 23-03-LLA  
**Motion By:** Council President McPherson  
**Motion Seconded:** Council Member Biggs  
**Voting Aye:** Bruce, Biggs, Laraway, McPherson  
**Voting No:** None  
**Absent:** None  
**Motion Passed:** 4-0-0

C.2. Consideration to approve Resolution R70-2023. Doug Hanson, P&Z Director **ACTION ITEM**

(Timestamp 01:53:14)

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.

**Motion To:** Approve Resolution R70-2023  
**Motion By:** Council President McPherson  
**Motion Seconded:** Council Member Bruce  
**Voting Aye:** Bruce, Biggs, Laraway, McPherson  
**Voting No:** None  
**Absent:** None  
**Motion Passed:** 4-0-0

## 7. Ordinances:

(Timestamp 01:53:52)

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*

**Motion To:** Waive three readings of Ordinance 2023-16A  
**Motion By:** Council President McPherson  
**Motion Seconded:** Council Member Biggs  
**Further Discussion:** None  
**Recused:** None  
**Absent:** None  
**Motion Passed:** 4-0-0

**Motion To:** Approve Ordinance 2023-16A  
**Motion By:** Council President McPherson  
**Motion Seconded:** Council Member Biggs  
**Approved by the Following Roll Call Vote:**  
**Voting Aye:** Council Members McPherson, Biggs, Laraway  
**Voting No:** None  
**Absent:** None  
**Motion Passed:** 4-0-0

**8. Executive Session:**

**9. Mayor/Council Announcements:**

Oct 4 Ada County Commissioners Town Hall

**10. Adjournment: 8:01**

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.	204025862-00		<u>RETURNED IRRIGATION PARTS , AUG.'23</u>	08/04/2023	-572.00	-572.00	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	9/23	09/08/2023	
Total 204025862-00:						-572.00	-572.00					
1461	2M COMPANY, INC.	204026280-00		<u>SPRINKLER PARTS FOR THE ZAMZOWS PARK, AUG.'23</u>	08/18/2023	815.41	815.41	<u>50-6045 CONTINGENCY</u>	1335	9/23	09/08/2023	
Total 204026280-00:						815.41	815.41					
Total 2M COMPANY, INC.:						243.41	243.41					
<b>ADA COUNTY HIGHWAY DISTRICT (IMPACT)</b>												
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	08312023ACH		<u>ACHD IMPACT FEE, AUG.'23</u>	08/31/2023	205,047.00	205,047.00	<u>30-2081 ACHD IMPACT FEE</u>	0	9/23	09/08/2023	
Total 08312023ACHDI:						205,047.00	205,047.00					
Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):						205,047.00	205,047.00					
<b>ADA COUNTY PROSECUTING ATTORNE</b>												
176	ADA COUNTY PROSECUTING ATTORNE	08242023CPA		<u>PROSECUTORIAL SERVICES FOR SEPTEMBER.'23</u>	08/24/2023	4,500.00	4,500.00	<u>01-6203 PROSECUTORIAL SERVICES</u>	0	9/23	09/01/2023	
Total 08242023CPA:						4,500.00	4,500.00					
Total ADA COUNTY PROSECUTING ATTORNE:						4,500.00	4,500.00					
<b>ADA COUNTY SHERIFF'S OFFICE</b>												
6	ADA COUNTY SHERIFF'S OFFICE	120411		<u>SHERIFF-POLICE SERVICES FOR SEPT.'23</u>	09/04/2023	283,562.00	.00	<u>01-6000 LAW ENFORCEMENT</u>				

City of Kuna

Payment Approval Report - City Council Approval  
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								<u>SERVICES</u>	0	9/23		
	Total 120411:					283,562.00	.00					
	Total ADA COUNTY SHERIFF'S OFFICE:					283,562.00	.00					
<b>ADVANCED COMMUNICATIONS, INC.</b>												
1566	ADVANCED COMMUNICATIONS, INC.	IN-8001081276		<u>INTERNET SERVICES. 9/- 9/30/2023 - PARKS</u>	09/02/2023	189.46	189.46	<u>01-6290 UTILITIES</u>	1004	9/23	09/08/2023	
	Total IN-800108127669:					189.46	189.46					
	Total ADVANCED COMMUNICATIONS, INC.:					189.46	189.46					
<b>AGRI-LINES IRRIGATION, INC.</b>												
1066	AGRI-LINES IRRIGATION, INC.	INV104347		<u>TIRE RIM FOR PIVOT AT THE FARM, D. CROSSLEY, AUG. '23</u>	08/23/2023	306.00	.00	<u>21-6090 FARM EXPENDITURES</u>	0	9/23		
	Total INV104347:					306.00	.00					
1066	AGRI-LINES IRRIGATION, INC.	INV104926		<u>ELECTRICAL LABOR ON MOTOR, REPLACED MOTOR DROP AND CONTACTOR, D. CROSSLEY, AUG. '23</u>	08/31/2023	471.75	.00	<u>21-6090 FARM EXPENDITURES</u>	0	9/23		
	Total INV104926:					471.75	.00					
1066	AGRI-LINES IRRIGATION, INC.	INV104932		<u>LABOR TO REPAIR POWER TO PANEL AT FARM, D. CROSSLEY, AUG.23</u>	08/31/2023	140.05	.00	<u>21-6090 FARM EXPENDITURES</u>	0	9/23		
	Total INV104932:					140.05	.00					
	Total AGRI-LINES IRRIGATION, INC.:					917.80	.00					
<b>ALPHA HOME PEST CONTROL, LLC</b>												
1804	ALPHA HOME PEST CONTROL, LLC	90115		<u>QUARTERLY PEST CONTROL FOR CITY HALL, JUNE. '23- ADMIN</u>	06/08/2023	26.60	26.60	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	0	9/23	09/01/2023	

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1804	ALPHA HOME PEST CONTROL, LLC	90115		<u>QUARTERLY PEST CONTROL FOR CITY HALL, JUNE. '23-WATER</u>	06/08/2023	24.70	24.70	20-6140 MAINT. & REPAIR BUILDING	0	9/23	09/01/2023	
1804	ALPHA HOME PEST CONTROL, LLC	90115		<u>QUARTERLY PEST CONTROL FOR CITY HALL, JUNE. '23-SEWER</u>	06/08/2023	24.70	24.70	21-6140 MAINT. & REPAIR BUILDING	0	9/23	09/01/2023	
1804	ALPHA HOME PEST CONTROL, LLC	90115		<u>QUARTERLY PEST CONTROL FOR CITY HALL, JUNE. '23-PI</u>	06/08/2023	9.50	9.50	25-6140 MAINT. & REPAIR BUILDING	0	9/23	09/01/2023	
1804	ALPHA HOME PEST CONTROL, LLC	90115		<u>QUARTERLY PEST CONTROL FOR CITY HALL, JUNE. '23-P&amp;Z</u>	06/08/2023	9.50	9.50	01-6140 MAINT. & REPAIR BUILDING	1003	9/23	09/01/2023	
Total 90115:						95.00	95.00					
1804	ALPHA HOME PEST CONTROL, LLC	92083		<u>QUARTERLY PEST CONTROL - FLEET</u>	08/29/2023	47.50	.00	01-6140 MAINT. & REPAIR BUILDING	0	9/23		
1804	ALPHA HOME PEST CONTROL, LLC	92083		<u>QUARTERLY PEST CONTROL-WATER</u>	08/29/2023	19.00	.00	20-6140 MAINT. & REPAIR BUILDING	0	9/23		
1804	ALPHA HOME PEST CONTROL, LLC	92083		<u>QUARTERLY PEST CONTROL-SEWER</u>	08/29/2023	19.00	.00	21-6140 MAINT. & REPAIR BUILDING	0	9/23		
1804	ALPHA HOME PEST CONTROL, LLC	92083		<u>QUARTERLY PEST CONTROL-PI</u>	08/29/2023	9.50	.00	25-6140 MAINT. & REPAIR BUILDING	0	9/23		
Total 92083:						95.00	.00					
1804	ALPHA HOME PEST CONTROL, LLC	92086		<u>QUARTERLY PEST CONTROL-CITY HALL-ADMIN</u>	08/29/2023	26.60	.00	01-6140 MAINT. & REPAIR BUILDING	0	9/23		
1804	ALPHA HOME PEST CONTROL, LLC	92086		<u>QUARTERLY PEST CONTROL-CITY HALL-WATER</u>	08/29/2023	24.70	.00	20-6140 MAINT. & REPAIR BUILDING	0	9/23		
1804	ALPHA HOME PEST CONTROL, LLC	92086		<u>QUARTERLY PEST CONTROL-CITY HALL-SEWER</u>	08/29/2023	24.70	.00	21-6140 MAINT. & REPAIR BUILDING	0	9/23		
1804	ALPHA HOME PEST CONTROL, LLC	92086		<u>QUARTERLY PEST CONTROL-CITY HALL-PI</u>	08/29/2023	9.50	.00	25-6140 MAINT. & REPAIR BUILDING	0	9/23		

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1804	ALPHA HOME PEST CONTROL, LLC	92086		<u>QUARTERLY PEST CONTROL-CITY HALL-P&amp;Z</u>	08/29/2023	9.50	.00	01-6140 MAINT. & REPAIR BUILDING	1003	9/23		
Total 92086:						95.00	.00					
Total ALPHA HOME PEST CONTROL, LLC:						285.00	95.00					
<b>AMBROSE TECHNICAL SALES</b>												
1584	AMBROSE TECHNICAL SALES	106806	16126	<u>MACHINED REDUCER NUT FOR ACUATOR ON TRAIN 2. M. NADEAU, JULY '23</u>	07/25/2023	450.00	450.00	21-6150 M & R - SYSTEM	0	9/23	09/08/2023	
Total 106806:						450.00	450.00					
Total AMBROSE TECHNICAL SALES:						450.00	450.00					
<b>ANALYTICAL LABORATORIES</b>												
1	ANALYTICAL LABORATORIES	2306415		<u>MONTHLY BACTERIA SAMPLES -AUG. '23-WATER</u>	08/31/2023	581.40	.00	20-6152 M & R - LABORATORY COSTS	0	9/23		
Total 2306415:						581.40	.00					
1	ANALYTICAL LABORATORIES	2306416		<u>MONTHLY BACTERIA SAMPLES, AUG. '23-SEWER</u>	08/31/2023	2,187.85	.00	21-6152 M & R - LABORATORY COSTS	0	9/23		
Total 2306416:						2,187.85	.00					
Total ANALYTICAL LABORATORIES:						2,769.25	.00					
<b>BOISE METRO CHAMBER OF COMMERCE</b>												
71	BOISE METRO CHAMBER OF COMMERCE	5821620		<u>BOISE METRO CHAMBER MEMBERSHIP DUES 10/01-09/30/2024-ECONOMIC DEVELOPMENT, SEPT. 23</u>	08/23/2023	481.00	.00	01-1500 PREPAID EXPENSES	0	9/23		
Total 5821620:						481.00	.00					

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Total BOISE METRO CHAMBER OF COMMERCE:						481.00	.00					
<b>BUREAU OF RECLAMATION</b>												
1504	BUREAU OF RECLAMATION	09082023BOR		ZAMZOWS PARK BOR SUBMITTAL, M. WEBB, SEPT. '23	09/08/2023	100.00	100.00	50-6045 CONTINGENCY	1335	9/23	09/08/2023	
Total 09082023BOR:						100.00	100.00					
Total BUREAU OF RECLAMATION:						100.00	100.00					
<b>CASELLE INC</b>												
1239	CASELLE INC	127273		CONTRACT SUPPORT AND MAINTENANCE FOR 10/01-10/31/2023-ADMIN	09/01/2023	700.72	.00	01-1500 PREPAID EXPENSES	0	9/23		
1239	CASELLE INC	127273		CONTRACT SUPPORT AND MAINTENANCE FOR 10/01-10/31/2023-WATER	09/01/2023	479.44	.00	20-1500 PREPAID EXPENSES	0	9/23		
1239	CASELLE INC	127273		CONTRACT SUPPORT AND MAINTENANCE FOR 10/01-10/31/2023-SEWER	09/01/2023	479.44	.00	21-1500 PREPAID EXPENSES	0	9/23		
1239	CASELLE INC	127273		CONTRACT SUPPORT AND MAINTENANCE FOR 10/01-10/31/2023-PI	09/01/2023	184.40	.00	25-1500 PREPAID EXPENSES	0	9/23		
Total 127273:						1,844.00	.00					
Total CASELLE INC:						1,844.00	.00					
<b>CENTURYLINK</b>												
62	CENTURYLINK	208922113658		DEDICATED LANDLINE TO SCADA, 08/25-09/24/2023 - WATER	08/25/2023	27.33	27.33	20-6255 TELEPHONE EXPENSE	0	9/23	09/08/2023	
62	CENTURYLINK	208922113658		DEDICATED LANDLINE TO SCADA, 08/25-09/24/2023 - SEWER	08/25/2023	27.33	27.33	21-6255 TELEPHONE EXPENSE	0	9/23	09/08/2023	
62	CENTURYLINK	208922113658		DEDICATED LANDLINE TO SCADA, 08/25-09/24/2023 - P.I	08/25/2023	10.41	10.41	25-6255 TELEPHONE EXPENSE	0	9/23	09/08/2023	

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Total 2089221136586B08252023:						65.07	65.07					
62	CENTURYLINK	208922932280		<u>INTERNET SERVICES, 8/25-9/24/2023 - PARKS</u>	08/25/2023	100.58	100.58	01-6255 TELEPHONE	1004	9/23	09/08/2023	
Total 2089229322801B08252023:						100.58	100.58					
Total CENTURYLINK:						165.65	165.65					
<b>CORE &amp; MAIN LP</b>												
63	CORE & MAIN LP	S609505	16420	<u>PROCODER, J. OSBORN, AUG. '23</u>	08/29/2023	132.27	.00	20-6150 M & R - SYSTEM	0	9/23		
Total S609505:						132.27	.00					
63	CORE & MAIN LP	S693464	16420	<u>SETTER FOR WATER METER, J. OSBORN, AUG. '23</u>	08/29/2023	2,077.49	.00	20-6150 M & R - SYSTEM	0	9/23		
Total S693464:						2,077.49	.00					
63	CORE & MAIN LP	T406618	16420	<u>10 EA LIDS FOR UNIVERSAL HOLES, J. OSBORN, AUG. '23</u>	08/28/2023	328.40	.00	20-6020 CAPITAL IMPROVEMENTS	1089	9/23		
Total T406618:						328.40	.00					
63	CORE & MAIN LP	T482794	16420	<u>20 REGISTERS, J. OSBORN, AUG. '23</u>	08/29/2023	5,759.20	.00	20-6020 CAPITAL IMPROVEMENTS	1089	9/23		
Total T482794:						5,759.20	.00					
Total CORE & MAIN LP:						8,297.36	.00					
<b>CTA INC</b>												
2224	CTA INC	179369		<u>PROFESSIONAL SERVICES FROM 08/01-08/31/2023, 329 MAIN STREET ASSESSMENT, B. WITHROW, AUG. '23</u>	08/31/2023	2,773.31	.00	01-6052 CONTRACT SERVICES	1004	9/23		

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Total 179369:						2,773.31	.00					
Total CTA INC:						2,773.31	.00					
<b>CUSTOM ELECTRIC, INC.</b>												
147	CUSTOM ELECTRIC, INC.	9187	16500	<u>TROUBLESHOOTING AT SPRING HILL PI STATION, D. CROSSLEY, SEPT. '23</u>	09/11/2023	210.00	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	9/23		
Total 9187:						210.00	.00					
Total CUSTOM ELECTRIC, INC.:						210.00	.00					
<b>D &amp; B SUPPLY</b>												
75	D & B SUPPLY	0118	16485	<u>WORK GLOVES, S. CAHILL, SEPT '23</u>	09/11/2023	55.96	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	9/23		
Total 0118:						55.96	.00					
75	D & B SUPPLY	0277	16509	<u>GARDEN HOSE FOR NEW YORK BOOSTER STATION, J. WEBB, SEPT. '23</u>	09/12/2023	38.27	.00	20-6150 M & R - SYSTEM	0	9/23		
Total 0277:						38.27	.00					
75	D & B SUPPLY	16450	16457	<u>LANDSCAPE, BLADE HARVEST &amp; SNAP KNIVES, J. PEREZ, SEPT. '23</u>	09/06/2023	17.86	.00	01-6165 OFFICE SUPPLIES	1004	9/23		
75	D & B SUPPLY	16450	16457	<u>TRAEGER GRILL AND PELLETS, J. PEREZ, SEPT. '23</u>	09/06/2023	1,019.98	.00	01-5950 TEAM BUILDING, ONBOARDING	0	9/23		
Total 16450:						1,037.84	.00					
75	D & B SUPPLY	16765	16478	<u>NINE VOLT BATTERIES FOR IRRIGATION, D. ABBOTT, SEPT. '23</u>	09/08/2023	18.98	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	9/23		

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Total 16765:						18.98	.00					
75	D & B SUPPLY	3049	16430	<u>PIPE FITTING FOR THE IRRIGATION AT ZAMZOW, R. WARWICK, AUG. '23</u>	08/30/2023	8.99	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	9/23		
Total 3049:						8.99	.00					
75	D & B SUPPLY	380	16501	<u>AIR COMPRESSOR FOR POLICE STATION, J. DURHAM, SEPT. '23</u>	09/12/2023	867.97	.00	<u>01-6045 CONTINGENCY</u>	1322	9/23		
Total 380:						867.97	.00					
75	D & B SUPPLY	388	16506	<u>2 EACH STORAGE HOOKS FOR PARKS SHOP, J. PEREZ, SEPT. '23</u>	09/12/2023	17.58	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1004	9/23		
75	D & B SUPPLY	388	16506	<u>4 EA- 2 INCH PVC UNIONS FOR ZAMZOWS PARK, J. PEREZ, SEPT. '23</u>	09/12/2023	35.96	.00	<u>50-6045 CONTINGENCY</u>	1335	9/23		
Total 388:						53.54	.00					
75	D & B SUPPLY	6796	16437	<u>IRRIGATION RAIN BOOTS FOR M. ALFORD, AUG. '23</u>	08/30/2023	39.99	.00	<u>21-6285 UNIFORMS EXPENSE</u>	0	9/23		
Total 6796:						39.99	.00					
Total D & B SUPPLY:						2,121.54	.00					
<b>DIGLINE</b>												
25	DIGLINE	0072034-IN		<u>DIG FEES, AUG. '23-WATER</u>	08/31/2023	248.19	.00	<u>20-6065 DIG LINE EXPENSE</u>	0	9/23		
25	DIGLINE	0072034-IN		<u>DIG FEES, AUG. '23-SEWER</u>	08/31/2023	248.19	.00	<u>21-6065 DIG LINE EXPENSE</u>	0	9/23		

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25	DIGLINE	0072034-IN		<u>DIG FEES, AUG. '23-PI'</u>	08/31/2023	94.54	.00	25-6065 <u>DIG LINE EXPENSE</u>	0	9/23		
Total 0072034-IN:						590.92	.00					
Total DIGLINE:						590.92	.00					
<b>DMH ENTERPRISES LLC</b>												
1745	DMH ENTERPRISES LLC	08312023DMH		<u>PLUMBING PERMITS AUG'23</u>	08/31/2023	11,165.48	11,165.48	01-6052 <u>CONTRACT SERVICES</u>	1005	9/23	09/08/2023	
Total 08312023DMH:						11,165.48	11,165.48					
Total DMH ENTERPRISES LLC:						11,165.48	11,165.48					
<b>DUBOIS CHEMICALS INC</b>												
512	DUBOIS CHEMICALS INC	IN-30177856	16428	<u>4 BARRELS OF CHEMFLOC, M. NADEAU, AUG. '23</u>	08/31/2023	3,680.00	.00	21-6151 <u>M &amp; R - PROCESS CHEMICALS</u>	0	9/23		
Total IN-30177856:						3,680.00	.00					
512	DUBOIS CHEMICALS INC	IN-30180699	16459	<u>1 TOTE OF CHLORINE, D.CROSSLEY, SEPT. '23</u>	09/11/2023	863.38	.00	20-6151 <u>M &amp; R - PROCESS CHEMICALS</u>	0	9/23		
Total IN-30180699:						863.38	.00					
Total DUBOIS CHEMICALS INC:						4,543.38	.00					
<b>DYNA PARTS LLC</b>												
2115	DYNA PARTS LLC	24741	16505	<u>FITTINGS FOR AIR COMPRESSOR AT POLICE STATION, J. DURHAM, SEPT. '23</u>	09/12/2023	20.69	.00	01-6045 <u>CONTINGENCY</u>	1322	9/23		
Total 24741:						20.69	.00					

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2115	DYNA PARTS LLC	283895	16414	<u>KEY STOC FOR FLEET SHOP, J. DURHAM, AUG. '23- ADMIN</u>	08/25/2023	2.50	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	9/23		
2115	DYNA PARTS LLC	283895	16414	<u>KEY STOC FOR FLEET SHOP, J. DURHAM, AUG. '23- WATER</u>	08/25/2023	1.00	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	9/23		
2115	DYNA PARTS LLC	283895	16414	<u>KEY STOC FOR FLEET SHOP, J. DURHAM, AUG. '23- SEWER</u>	08/25/2023	1.00	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/23		
2115	DYNA PARTS LLC	283895	16414	<u>KEY STOC FOR FLEET SHOP, J. DURHAM, AUG. '23- P.I</u>	08/25/2023	.49	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/23		
Total 283895:						4.99	.00					
2115	DYNA PARTS LLC	284162	16439	<u>WIPER BLADES FOR PARKS FORD RANGER, J. DURHAM, AUG. '23</u>	08/31/2023	23.38	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	9/23		
Total 284162:						23.38	.00					
2115	DYNA PARTS LLC	284166	16440	<u>BOLTS FOR FARM BRUSH HOG, J. BOSTON, AUG. '23</u>	08/31/2023	10.40	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/23		
2115	DYNA PARTS LLC	284166	16440	<u>4 EACH 2.5 GALLON DEF FOR SEWER VEHICLES, J. BOSTON, AUG. '23</u>	08/31/2023	59.96	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/23		
Total 284166:						70.36	.00					
2115	DYNA PARTS LLC	284178	16444	<u>FILTERS FOR THE AIR COMPRESSOR FOR PARKS, J. DURHAM, AUG. '23</u>	08/31/2023	90.46	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	9/23		
Total 284178:						90.46	.00					
2115	DYNA PARTS LLC	284378	16451	<u>AIR FILTER FOR WATER TRUCK #27, J. DURHAM, SEPT '23- WATER</u>	09/05/2023	56.89	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/23		

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2115	DYNA PARTS LLC	284378	16451	<u>AIR FILTER FOR WATER TRUCK #27, J. DURHAM, SEPT '23- P.I</u>	09/05/2023	14.22	.00	<u>25-6305 VEHICLE MAINTENANCE &amp; REPAIR</u>	0	9/23		
Total 284378:						71.11	.00					
2115	DYNA PARTS LLC	284424	16462	<u>2 BOTTLE DEF FLUID FOR THE WATER TRUCK, F350, J. COX, SEPT. '23- WATER</u>	09/06/2023	23.98	.00	<u>20-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	9/23		
2115	DYNA PARTS LLC	284424	16462	<u>2 BOTTLE DEF FLUID FOR THE WATER TRUCK, F350, J. COX, SEPT. '23- P.I</u>	09/06/2023	6.00	.00	<u>25-6305 VEHICLE MAINTENANCE &amp; REPAIR</u>	0	9/23		
Total 284424:						29.98	.00					
2115	DYNA PARTS LLC	284475		<u>HEAT/AIR DOOR ACTUATOR MOTOR FOR WATER TRUCK #39- WATER</u>	09/07/2023	21.59	.00	<u>20-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	9/23		
2115	DYNA PARTS LLC	284475		<u>HEAT/AIR DOOR ACTUATOR MOTOR FOR WATER TRUCK #39- P.I</u>	09/07/2023	5.40	.00	<u>25-6305 VEHICLE MAINTENANCE &amp; REPAIR</u>	0	9/23		
Total 284475:						26.99	.00					
2115	DYNA PARTS LLC	284562	16476	<u>BRAKE FLUID FOR BUILDING INSPECTOR TRUCK, J. DURHAM, SEPT. '23</u>	09/08/2023	10.99	.00	<u>01-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	1005	9/23		
Total 284562:						10.99	.00					
2115	DYNA PARTS LLC	284790	16511	<u>ZIP TIES FOR SEWER SERVICE TRUCK, J.BOSTON, SEPT.'23</u>	09/12/2023	56.99	.00	<u>21-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	9/23		
Total 284790:						56.99	.00					

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Total DYNA PARTS LLC:						405.94	.00					
<b>ELECTRICAL CONTROLS &amp; INSTRUMENTATION</b>												
1744	ELECTRICAL CONTROLS & INSTRUMENTATION	08312023ECI		<u>ELECTRICAL CONTROLS &amp; INSTRUMENTATION, AUG.'23</u>	08/31/2023	13,779.95	13,779.95	01-6052 <u>CONTRACT SERVICES</u>	1005	9/23	09/08/2023	
Total 08312023ECI:						13,779.95	13,779.95					
Total ELECTRICAL CONTROLS & INSTRUMENTATION:						13,779.95	13,779.95					
<b>FERGUSON ENTERPRISES INC</b>												
219	FERGUSON ENTERPRISES INC	0865191		<u>IRRIGATION SUPPLIES FOR ZAMZOW PARK, M. WEBB, AUG.'23</u>	08/23/2023	1,035.45	.00	50-6045 <u>CONTINGENCY</u>	1335	9/23		
Total 0865191:						1,035.45	.00					
Total FERGUSON ENTERPRISES INC:						1,035.45	.00					
<b>FREUND PROPERTIES LLC</b>												
2014	FREUND PROPERTIES LLC	7265		<u>CONTRACT SERVICES/IT SUPPORT, SEPT.'23 - ADMIN</u>	09/05/2023	2,793.37	2,793.37	01-6142 MAINT. & REPAIR - EQUIPMENT	0	9/23	09/08/2023	
2014	FREUND PROPERTIES LLC	7265		<u>CONTRACT SERVICES/IT SUPPORT, SEPT.'23 - WATER</u>	09/05/2023	1,913.99	1,913.99	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	9/23	09/08/2023	
2014	FREUND PROPERTIES LLC	7265		<u>CONTRACT SERVICES/IT SUPPORT, SEPT.'23 - SEWER</u>	09/05/2023	1,913.99	1,913.99	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/23	09/08/2023	
2014	FREUND PROPERTIES LLC	7265		<u>CONTRACT SERVICES/IT SUPPORT, SEPT.'23 - P.I</u>	09/05/2023	740.15	740.15	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/23	09/08/2023	
Total 7265:						7,361.50	7,361.50					
Total FREUND PROPERTIES LLC:						7,361.50	7,361.50					

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<b>HD SUPPLY INC</b>												
265	HD SUPPLY INC	INV00112280		<u>2 EACH SUBMERSIBLE LEVEL TRANSMITTERS FOR SEWER, AUG. '23</u>	08/22/2023	1,770.20	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	9/23		
Total INV00112280:						1,770.20	.00					
265	HD SUPPLY INC	INV00114431	16384	<u>PH TESTING FOR SEWER, D. CROSSLEY, AUG. '23</u>	08/24/2023	414.36	.00	<u>21-6152 M &amp; R - LABORATORY COSTS</u>	0	9/23		
Total INV00114431:						414.36	.00					
Total HD SUPPLY INC:						2,184.56	.00					
<b>HOLLADAY ENGINEERING CO</b>												
1990	HOLLADAY ENGINEERING CO	49313		<u>PROFESSIONAL SERVICES THRU 08/31/2023, PEREGRINE PROJECT, KU22-0309</u>	09/12/2023	7,711.25	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	9/23		
Total 49313:						7,711.25	.00					
1990	HOLLADAY ENGINEERING CO	49314		<u>KUNA WELL #12 ELECTRICAL, KU22-0402, SERVICES THROUGH 08/31/2023</u>	09/12/2023	642.50	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1275	9/23		
Total 49314:						642.50	.00					
1990	HOLLADAY ENGINEERING CO	49315		<u>WELL #6 CONSTRUCTION PHASE, KU22-0416, SERVICES THROUGH 08/31/2023</u>	09/12/2023	9,601.25	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1277	9/23		
Total 49315:						9,601.25	.00					
Total HOLLADAY ENGINEERING CO:						17,955.00	.00					
<b>IDAHO HUMANE SOCIETY</b>												
833	IDAHO HUMANE SOCIETY	09/2023		<u>ANIMAL CONTROL CONTRACT SERVICES FOR SEPT. 23</u>	09/01/2023	11,965.58	.00	<u>01-6005 ANIMAL CONTROL SERVICES</u>	0	9/23		

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Total 09/2023:						11,965.58	.00					
Total IDAHO HUMANE SOCIETY:						11,965.58	.00					
<b>IDAHO POWER CO</b>												
38	IDAHO POWER CO	09012023IP		<u>ELECTRIC SERVICE 07/08-08/18/2023-ADMIN</u>	09/01/2023	578.99	578.99	<u>01-6290 UTILITIES</u>	0	9/23	09/01/2023	
38	IDAHO POWER CO	09012023IP		<u>ELECTRIC SERVICE 07/08-08/18/2023-SENIOR CENTER</u>	09/01/2023	447.15	447.15	<u>01-6290 UTILITIES</u>	1001	9/23	09/01/2023	
38	IDAHO POWER CO	09012023IP		<u>ELECTRIC SERVICE 07/08-08/18/2023-PARKS</u>	09/01/2023	2,098.15	2,098.15	<u>01-6290 UTILITIES</u>	1004	9/23	09/01/2023	
38	IDAHO POWER CO	09012023IP		<u>ELECTRIC SERVICE 07/08-08/18/2023-WATER</u>	09/01/2023	12,187.62	12,187.62	<u>20-6290 UTILITIES EXPENSE</u>	0	9/23	09/01/2023	
38	IDAHO POWER CO	09012023IP		<u>ELECTRIC SERVICE 07/08-08/18/2023-SEWER</u>	09/01/2023	280.70	280.70	<u>21-6290 UTILITIES EXPENSE</u>	0	9/23	09/01/2023	
38	IDAHO POWER CO	09012023IP		<u>ELECTRIC SERVICE 07/08-08/18/2023-LAGOONS</u>	09/01/2023	13,281.10	13,281.10	<u>21-6090 FARM EXPENDITURES</u>	0	9/23	09/01/2023	
38	IDAHO POWER CO	09012023IP		<u>ELECTRIC SERVICE 07/08-08/18/2023-IRRIGATION</u>	09/01/2023	47,360.59	47,360.59	<u>25-6290 UTILITIES EXPENSE</u>	0	9/23	09/01/2023	
Total 09012023IP:						76,234.30	76,234.30					
38	IDAHO POWER CO	09082023I		<u>ELECTRIC SERVICE, 7/19-8/17/2023 - SEWER</u>	09/08/2023	8,404.98	8,404.98	<u>21-6290 UTILITIES EXPENSE</u>	0	9/23	09/08/2023	
38	IDAHO POWER CO	09082023I		<u>ELECTRIC SERVICE, 7/19-8/17/2023 - FARM</u>	09/08/2023	6,099.07	6,099.07	<u>21-6090 FARM EXPENDITURES</u>	0	9/23	09/08/2023	
Total 09082023I:						14,504.05	14,504.05					
Total IDAHO POWER CO:						90,738.35	90,738.35					

**IDAHO PRESS TRIBUNE, LLC**

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1802	IDAHO PRESS TRIBUNE, LLC	37391	16359	<u>AD# 413306. CASE NO. 23-02-CPF &amp; 23-04-ZC SERVING SUBDIVISION. J. REID. AUG. '23</u>	08/23/2023	40.34	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	9/23		
Total 37391:						40.34	.00					
1802	IDAHO PRESS TRIBUNE, LLC	37392	16358	<u>AD# 413310. CASE NO. 23-01-CPMA. 23-01-ZC. 23-02-S. ARROW POINTE PLAZA. T. BEHUNIN. AUG. '23</u>	08/23/2023	44.04	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	9/23		
Total 37392:						44.04	.00					
1802	IDAHO PRESS TRIBUNE, LLC	37901	16401	<u>AD# 415738. NOTICE OF CANDIDATE FILING DEADLINE. LEGAL PUBLIC NOTICE. N. STANLEY. AUG. '23</u>	09/06/2023	98.32	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	9/23		
Total 37901:						98.32	.00					
1802	IDAHO PRESS TRIBUNE, LLC	38058	16432	<u>AD#417789. LEGAL PUBLIC NOTICE. PATAGONIA PARK PHASE II. N. STANLEY. AUG. '23</u>	09/13/2023	237.23	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1004	9/23		
Total 38058:						237.23	.00					
1802	IDAHO PRESS TRIBUNE, LLC	38059	16477	<u>AD# 421194. LEGAL PUBLIC NOTICE. CASE NO. 21-13-AN &amp; 21-09-S. LEE COUNTRY SUBDIVISION. T. BEHUNIN. SEPT. '23</u>	09/13/2023	41.82	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	9/23		
Total 38059:						41.82	.00					
1802	IDAHO PRESS TRIBUNE, LLC	38060		<u>AD# 421197. LEGAL PUBLIC NOTICE. CASE NO. 23-01-CPF &amp; 23-03-ZC. HAGLER SUBDIVISION</u>	09/13/2023	38.12	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	9/23		

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Total 38060:						38.12	.00					
Total IDAHO PRESS TRIBUNE, LLC:						499.87	.00					
<b>INTEGRITY PUMP SOLUTIONS INC</b>												
2032	INTEGRITY PUMP SOLUTIONS INC	Y23M7-487		<u>NWWTP BLOWERS II, P. STEVENS, JULY. '23</u>	07/31/2023	506,360.01	506,360.01	<u>21-6020 CAPITAL IMPROVEMENTS</u>	0	9/23	09/01/2023	
Total Y23M7-487:						506,360.01	506,360.01					
Total INTEGRITY PUMP SOLUTIONS INC:						506,360.01	506,360.01					
<b>INTERMOUNTAIN GAS CO</b>												
37	INTERMOUNTAIN GAS CO	482135196082		<u>NATURAL GAS CONSUMPTION AT SENIOR CENTER, 07/29-08/25/2023</u>	08/28/2023	60.48	60.48	<u>01-6290 UTILITIES</u>	1001	9/23	09/01/2023	
Total 48213519608282023:						60.48	60.48					
37	INTERMOUNTAIN GAS CO	482327707082		<u>NATURAL GAS CONSUMPTION AT PARKS DEPARTMENT, 07/29-08/25/2023</u>	08/28/2023	8.14	8.14	<u>01-6290 UTILITIES</u>	1004	9/23	09/01/2023	
Total 48232770708282023:						8.14	8.14					
37	INTERMOUNTAIN GAS CO	482634665082		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 07/29-0825/2023-ADMIN</u>	08/28/2023	17.86	17.86	<u>01-6290 UTILITIES</u>	0	9/23	09/01/2023	
37	INTERMOUNTAIN GAS CO	482634665082		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 07/29-0825/2023-WATER</u>	08/28/2023	12.22	12.22	<u>20-6290 UTILITIES EXPENSE</u>	0	9/23	09/01/2023	
37	INTERMOUNTAIN GAS CO	482634665082		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 07/29-0825/2023-SEWER</u>	08/28/2023	12.22	12.22	<u>21-6290 UTILITIES EXPENSE</u>	0	9/23	09/01/2023	
37	INTERMOUNTAIN GAS CO	482634665082		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 07/29-0825/2023-PI</u>	08/28/2023	4.68	4.68	<u>25-6290 UTILITIES EXPENSE</u>	0	9/23	09/01/2023	

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Total 48263466508282023:						46.98	46.98					
Total INTERMOUNTAIN GAS CO:						115.60	115.60					
<b>IRMINGER CONSTRUCTION</b>												
188	IRMINGER CONSTRUCTION	07242023IC		<u>KUNA WELL #6 CONSTRUCTION, 07/01-07/31/2023. D. CROSSLEY, SEPT. '23</u>	07/24/2023	157,007.55	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	1277	9/23		
Total 07242023IC:						157,007.55	.00					
Total IRMINGER CONSTRUCTION:						157,007.55	.00					
<b>iWorQ SYSTEMS</b>												
1661	iWorQ SYSTEMS	201312		<u>COMMUNITY DEVELOPMENT, INTERNET APPLICATIONS &amp; SUPPORT, PAYMENT PROCESSING, INTERNET SOFTWARE MANAGEMENT &amp; SUPPORT, OCT. 2023-SEPT. 2024</u>	09/01/2023	5,420.00	.00	<u>01-1500 PREPAID EXPENSES</u>	0	9/23		
Total 201312:						5,420.00	.00					
Total iWorQ SYSTEMS:						5,420.00	.00					
<b>J &amp; M SANITATION, INC.</b>												
230	J & M SANITATION, INC.	08252023-083		<u>SANITATION RECEIPT TRANSFER, 08/25-08/31/2023</u>	09/01/2023	19,112.32	19,112.32	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	9/23	09/01/2023	
230	J & M SANITATION, INC.	08252023-083		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 08/25-08/31/2023</u>	09/01/2023	-1,888.30	-1,888.30	<u>01-4170 FRANCHISE FEES</u>	0	9/23	09/01/2023	
Total 08252023-08312023:						17,224.02	17,224.02					
230	J & M SANITATION, INC.	08312023JM		<u>ACCT# 560, SLUDGE REMOVAL FOR AUG. '23</u>	08/31/2023	10,643.73	.00	<u>21-6153 M &amp; R - SLUDGE DISPOSAL</u>	0	9/23		

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230	J & M SANITATION, INC.	08312023JM		<u>ACCT# 560. 270 S ORCHARD PARK. DAILY BOX RENT. AUG. '23</u>	08/31/2023	102.30	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	9/23		
230	J & M SANITATION, INC.	08312023JM		<u>ACCT# 560. 3999 S SWAN FALLS. MONTHLY BOX RENT. AUG. '23</u>	08/31/2023	2.83	.00	<u>21-6212 RENT-EQUIPMENT</u>	0	9/23		
Total 08312023JM:						10,748.86	.00					
230	J & M SANITATION, INC.	09012023-090		<u>SANITATION RECEIPT TRANSFER. 09/01-09/07/2023</u>	09/08/2023	70,694.26	70,694.26	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	9/23	09/08/2023	
230	J & M SANITATION, INC.	09012023-090		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES. 09/01-09/07/2023</u>	09/08/2023	-6,984.59	-6,984.59	<u>01-4170 FRANCHISE FEES</u>	0	9/23	09/08/2023	
Total 09012023-09072023:						63,709.67	63,709.67					
Total J & M SANITATION, INC.:						91,682.55	80,933.69					
<b>JMAC MATERIALS BOISE LLC</b>												
2127	JMAC MATERIALS BOISE LLC	9141		<u>3/4 IN ROAD BASE FOR ZAMZOW PARK. B. WITHROW. SEPT. '23</u>	09/05/2023	353.06	.00	<u>50-6045 CONTINGENCY</u>	1335	9/23		
Total 9141:						353.06	.00					
2127	JMAC MATERIALS BOISE LLC	9282		<u>3/4" ROAD BASE FOR ZAMZOW PARK. M. WEBB. SEPT. '23</u>	09/07/2023	2,248.92	.00	<u>50-6045 CONTINGENCY</u>	1335	9/23		
Total 9282:						2,248.92	.00					
2127	JMAC MATERIALS BOISE LLC	9293		<u>3/4" ROAD BASE FOR ZAMZOW PARK. M. WEBB. SEPT. '23</u>	09/08/2023	1,866.65	.00	<u>50-6045 CONTINGENCY</u>	1335	9/23		
Total 9293:						1,866.65	.00					

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Total JMAC MATERIALS BOISE LLC:						4,468.63	.00					
<b>JONATHAN STRICKLAND</b>												
1976	JONATHAN STRICKLAND	1200		MONTHLY JANITORIAL SERVICES, CITY HALL, SEPT. '23- ADMIN	09/01/2023	276.64	.00	01-6025 JANITORIAL	0	9/23		
1976	JONATHAN STRICKLAND	1200		MONTHLY JANITORIAL SERVICES, CITY HALL, SEPT. '23- WATER	09/01/2023	189.28	.00	20-6025 JANITORIAL	0	9/23		
1976	JONATHAN STRICKLAND	1200		MONTHLY JANITORIAL SERVICES, CITY HALL, SEPT. '23- SEWER	09/01/2023	189.28	.00	21-6025 JANITORIAL	0	9/23		
1976	JONATHAN STRICKLAND	1200		MONTHLY JANITORIAL SERVICES, CITY HALL, SEPT. '23- P.I	09/01/2023	72.80	.00	25-6025 JANITORIAL	0	9/23		
Total 1200:						728.00	.00					
1976	JONATHAN STRICKLAND	1201		MONTHLY JANITORIAL SERVICE, SENIOR CENTER, SEPT. '23	09/01/2023	446.00	.00	01-6025 JANITORIAL	1001	9/23		
Total 1201:						446.00	.00					
1976	JONATHAN STRICKLAND	1202		MONTHLY JANITORIAL SERVICE, TREATMENT PLANT, SEPT. '23- WATER	09/01/2023	193.20	.00	20-6025 JANITORIAL	0	9/23		
1976	JONATHAN STRICKLAND	1202		MONTHLY JANITORIAL SERVICE, TREATMENT PLANT, SEPT. '23- SEWER	09/01/2023	193.20	.00	21-6025 JANITORIAL	0	9/23		
1976	JONATHAN STRICKLAND	1202		MONTHLY JANITORIAL SERVICE, TREATMENT PLANT, SEPT. '23- P.I	09/01/2023	73.60	.00	25-6025 JANITORIAL	0	9/23		
Total 1202:						460.00	.00					
Total JONATHAN STRICKLAND:						1,634.00	.00					

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<b>K &amp; S WELDING &amp; FABRICATION</b>												
2165	K & S WELDING & FABRICATION	1874	16340	<u>2 BOLTS WELDED ONTO SCREENWASHER #1. M. NADEAU, AUG. 23</u>	09/01/2023	487.50	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	9/23		
Total 1874:						487.50	.00					
2165	K & S WELDING & FABRICATION	1888	16436	<u>WRENCHES AND MANHOLE PICKS, T. FLEMING, AUG. '23- WATER</u>	09/01/2023	748.92	.00	<u>20-6175 SMALL TOOLS</u>	0	9/23		
2165	K & S WELDING & FABRICATION	1888	16436	<u>WRENCHES AND MANHOLE PICKS, T. FLEMING, AUG. '23- SEWER</u>	09/01/2023	748.92	.00	<u>21-6175 SMALL TOOLS</u>	0	9/23		
2165	K & S WELDING & FABRICATION	1888	16436	<u>WRENCHES AND MANHOLE PICKS, T. FLEMING, AUG. '23-PI</u>	09/01/2023	285.29	.00	<u>25-6175 SMALL TOOLS</u>	0	9/23		
Total 1888:						1,783.13	.00					
Total K & S WELDING & FABRICATION:						2,270.63	.00					
<b>KEVIN CARLOCK</b>												
2243	KEVIN CARLOCK	0000004		<u>SUBCONTRACTOR TO HELP WITH REMODEL OF BUILDING. B. WITHROW, SEPT. '23</u>	09/09/2023	1,080.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1323	9/23		
Total 0000004:						1,080.00	.00					
Total KEVIN CARLOCK:						1,080.00	.00					
<b>KUNA JT. SCHOOL DISTRICT NO. 3</b>												
199	KUNA JT. SCHOOL DISTRICT NO. 3	9123		<u>FIBER OPTIC LEASE FOR AUGUST. '23-ADMIN</u>	09/01/2023	114.00	.00	<u>01-6255 TELEPHONE</u>	0	9/23		
199	KUNA JT. SCHOOL DISTRICT NO. 3	9123		<u>FIBER OPTIC LEASE FOR AUGUST. '23-WATER</u>	09/01/2023	78.00	.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	9/23		
199	KUNA JT. SCHOOL DISTRICT NO. 3	9123		<u>FIBER OPTIC LEASE FOR AUGUST. '23-SEWER</u>	09/01/2023	78.00	.00	<u>21-6255 TELEPHONE EXPENSE</u>	0	9/23		

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199	KUNA JT. SCHOOL DISTRICT NO. 3	9123		<u>FIBER OPTIC LEASE FOR AUGUST. '23-PI</u>	09/01/2023	30.00	.00	25-6255 <u>TELEPHONE EXPENSE</u>	0	9/23		
Total 9123:						300.00	.00					
Total KUNA JT. SCHOOL DISTRICT NO. 3:						300.00	.00					
<b>KUNA LUMBER</b>												
499	KUNA LUMBER	A137643	16226	<u>2 HOSE SHUT OFF ADAPTERS AND RAZOR BLADES FOR MUDRUN. J. PEREZ. AUG. '23</u>	08/04/2023	20.67	.00	01-6135 PUBLIC <u>ENTERTAINMENT</u>	1004	9/23		
Total A137643:						20.67	.00					
499	KUNA LUMBER	A137933	16355	<u>4 EACH 2 INCH ELBOW FOR SPRINKLERS AT ZAMZOWS PARK. AUG. '23</u>	08/21/2023	25.16	.00	50-6045 <u>CONTINGENCY</u>	1335	9/23		
Total A137933:						25.16	.00					
499	KUNA LUMBER	A138009	16397	<u>AIRHOSE FOR J. ADAMS TRAILER. AUG. '23-ADMIN</u>	08/25/2023	20.86	.00	01-6175 SMALL <u>TOOLS</u>	0	9/23		
499	KUNA LUMBER	A138009	16397	<u>AIRHOSE FOR J. ADAMS TRAILER. AUG. '23-WATER</u>	08/25/2023	14.28	.00	20-6175 SMALL <u>TOOLS</u>	0	9/23		
499	KUNA LUMBER	A138009	16397	<u>AIRHOSE FOR J. ADAMS TRAILER. AUG. '23-SEWER</u>	08/25/2023	14.28	.00	21-6175 SMALL <u>TOOLS</u>	0	9/23		
499	KUNA LUMBER	A138009	16397	<u>AIRHOSE FOR J. ADAMS TRAILER. AUG. '23-PI</u>	08/25/2023	5.47	.00	25-6175 SMALL <u>TOOLS</u>	0	9/23		
499	KUNA LUMBER	A138009	16397	<u>SLICER COUPLER FOR PARKS SHOP. J. ADAMS. AUG. '23</u>	08/25/2023	13.47	.00	01-6140 MAINT. & <u>REPAIR BUILDING</u>	1004	9/23		
Total A138009:						68.36	.00					
499	KUNA LUMBER	A138014	16407	<u>LEVELS AND PAINT BRUSHES. M. WEBB. AUG. '23</u>	08/25/2023	37.20	.00	01-6175 SMALL <u>TOOLS</u>	1004	9/23		

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Total A138014:						37.20	.00					
499	KUNA LUMBER	A138015	16408	<u>2 EA FUSES FOR STREET LIGHTS, S. HOWELL, AUG. '23</u>	08/25/2023	6.10	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1002	9/23		
Total A138015:						6.10	.00					
499	KUNA LUMBER	A138096	16433	<u>PIPE FITTING FOR ZAMZOWS PARKS IRRIGATION, R. WARWICK, AUG. 23</u>	08/30/2023	5.92	.00	<u>50-6045 CONTINGENCY</u>	1335	9/23		
Total A138096:						5.92	.00					
499	KUNA LUMBER	A138105	16438	<u>DRYWALL, CAULK AND PLUMBING DEVICES FOR THE NEW PARKS BATHROOM, J. ADAMS, AUG. 23</u>	08/30/2023	395.76	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1323	9/23		
Total A138105:						395.76	.00					
499	KUNA LUMBER	A138154	16449	<u>SPRINKLER PARTS FOR PARKS, J. WEBB, AUG. '23</u>	09/01/2023	65.43	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	9/23		
Total A138154:						65.43	.00					
499	KUNA LUMBER	A138157	16449	<u>MANIFOLD PARTS FOR SPRINKLERS, M. WEBB, SEPT. '23</u>	09/01/2023	8.88	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	9/23		
Total A138157:						8.88	.00					
499	KUNA LUMBER	A138205	16464	<u>CONDUIT TO FIX STREET LIGHT WIRING, S. HOWELL, SEPT. '23</u>	09/06/2023	19.34	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1002	9/23		
499	KUNA LUMBER	A138205	16464	<u>COUPLING &amp; PVC ELBOW TO FIX STREET LIGHT WIRING, S. HOWELL, SEPT. '23</u>	09/06/2023	3.76	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1002	9/23		



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				'23	09/11/2023	17.50	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	9/23		
Total A138307:						17.50	.00					
499	KUNA LUMBER	A138317	16492	ADAPTER AND BLACK BUSHING TO BLOWOFF BALLFIELD, M.DAVILA, SEPT.'23	09/11/2023	8.89	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	9/23		
Total A138317:						8.89	.00					
499	KUNA LUMBER	B173753	16175	LIGHT BULBS FOR DANSKIN WELL HOUSE, S. HOWELL, JULY '23	07/28/2023	26.99	.00	20-6150 M & R - SYSTEM	0	9/23		
Total B173753:						26.99	.00					
499	KUNA LUMBER	B173890	16197	ZIPTIES FOR FENCING FOR KUNA DAYS, C. STRAKER, AUG. '23	08/02/2023	46.59	46.59	01-6135 PUBLIC ENTERTAINMENT	1004	9/23	09/01/2023	
Total B173890:						46.59	46.59					
499	KUNA LUMBER	B173897	16204	8 STAINLESS STEEL SCREWS, J. WEBB, AUG. '23	08/02/2023	4.18	.00	20-6150 M & R - SYSTEM	0	9/23		
Total B173897:						4.18	.00					
499	KUNA LUMBER	B174254		BUSHINGS FOR ZAMZOWS, R. WARWICK, SEPT. '23	08/14/2023	16.88	.00	50-6045 CONTINGENCY	1335	9/23		
Total B174254:						16.88	.00					
499	KUNA LUMBER	B174255		ZAMZOWS PARK PVC BUSHING RETURN, AUG. '23	08/14/2023	-17.60	.00	50-6045 CONTINGENCY	1335	9/23		

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Total B174255:						-17.60	.00					
499	KUNA LUMBER	B174349	16337	<u>BRASS FITTINGS FOR HYDRANT AT ZAMZOW PARK, M. WEBB, AUG. '23</u>	08/17/2023	12.94	.00	50-6045 <u>CONTINGENCY</u>	1335	9/23		
Total B174349:						12.94	.00					
499	KUNA LUMBER	B174453	16372	<u>2 GALLONS PAINT FOR OASIS, J. ADAMS, AUG. '23</u>	08/22/2023	80.98	80.98	01-6140 <u>MAINT. &amp; REPAIR BUILDING</u>	1004	9/23	09/01/2023	
Total B174453:						80.98	80.98					
499	KUNA LUMBER	B174514	16392	<u>FORMS, SIDING BOARDS, J. PEREZ, AUG. '23</u>	08/24/2023	25.00	25.00	01-6150 <u>MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	9/23	09/01/2023	
Total B174514:						25.00	25.00					
499	KUNA LUMBER	B174517	16393	<u>FELT FOR EXTERIOR OF PARKS SHOP REMODEL, J. ADAMS, AUG. '23</u>	08/24/2023	32.99	.00	01-6140 <u>MAINT. &amp; REPAIR BUILDING</u>	1004	9/23		
Total B174517:						32.99	.00					
499	KUNA LUMBER	B174535	16395	<u>3 SIDING PANELS FOR ZAMZOWS PARK, J. PEREZ, AUG. '23</u>	08/24/2023	15.00	15.00	01-6150 <u>MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	9/23	09/01/2023	
Total B174535:						15.00	15.00					
499	KUNA LUMBER	B174641	16423	<u>CLAMPS AND SIDING PLATE FOR ZAMZOW PARK, S CAHILL, AUG '23</u>	08/29/2023	97.54	.00	01-6150 <u>MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	9/23		
Total B174641:						97.54	.00					

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499	KUNA LUMBER	B174669	16429	<u>3 RAKES FOR PARKS, M WEBB, AUG. '23</u>	08/30/2023	62.52	.00	<u>01-6175 SMALL TOOLS</u>	1004	9/23		
Total B174669:						62.52	.00					
499	KUNA LUMBER	B174680	16434	<u>SMALL TOOLBOX FOR VAN, J. OSBORN, AUG. '23</u>	08/30/2023	12.59	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	9/23		
Total B174680:						12.59	.00					
499	KUNA LUMBER	B174716	16442	<u>ADAPTERS &amp; COUPLINGS FOR PI, J. OSBORN, AUG. '23</u>	08/31/2023	4.64	.00	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	9/23		
Total B174716:						4.64	.00					
499	KUNA LUMBER	B174741	16446	<u>9 VOLT BATTERIES FOR TIMERS AND BUG SPRAY, J. PEREZ, AUG. '23</u>	09/01/2023	41.82	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	9/23		
Total B174741:						41.82	.00					
499	KUNA LUMBER	B174805	16460	<u>MUD, CORNER BEAD, TAPE, SANDING BLOCK FOR BATHROOM AT KUNA SHOP, J. ADAMS, SEPT. '23</u>	09/06/2023	64.59	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1004	9/23		
Total B174805:						64.59	.00					
499	KUNA LUMBER	B174836	16470	<u>EXTENSION CORDS FOR FLEET TRAILER, J. ADAMS, SEPT. '23-FLEET</u>	09/07/2023	68.83	.00	<u>01-6175 SMALL TOOLS</u>	0	9/23		
499	KUNA LUMBER	B174836	16470	<u>EXTENSION CORDS FOR FLEET TRAILER, J. ADAMS, SEPT. '23-WATER</u>	09/07/2023	27.54	.00	<u>20-6175 SMALL TOOLS</u>	0	9/23		
499	KUNA LUMBER	B174836	16470	<u>EXTENSION CORDS FOR FLEET TRAILER, J. ADAMS, SEPT. '23-SEWER</u>	09/07/2023	27.54	.00	<u>21-6175 SMALL TOOLS</u>	0	9/23		

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499	KUNA LUMBER	B174836	16470	<u>EXTENSION CORDS FOR FLEET TRAILER, J. ADAMS, SEPT. '23-PI</u>	09/07/2023	13.77	.00	<u>25-6175 SMALL TOOLS</u>	0	9/23		
Total B174836:						137.68	.00					
499	KUNA LUMBER	C4606	16441	<u>LUMBER, TAPE AND TAPE ROLLERS FOR OASIS, J. ADAMS, AUG. '23</u>	08/31/2023	44.74	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1004	9/23		
Total C4606:						44.74	.00					
Total KUNA LUMBER:						1,439.87	167.57					
<b>KUNA RURAL FIRE DISTRICT (IMPACT)</b>												
1944	KUNA RURAL FIRE DISTRICT (IMPACT)	08312023KRF		<u>KRFD IMPACT FEES, AUG. '23</u>	08/31/2023	100,352.00	100,352.00	<u>30-2082 KRFD IMPACT FEE</u>	0	9/23	09/08/2023	
Total 08312023KRFDI:						100,352.00	100,352.00					
Total KUNA RURAL FIRE DISTRICT (IMPACT):						100,352.00	100,352.00					
<b>MATHESON TRI-GAS INC</b>												
1871	MATHESON TRI-GAS INC	0028350766		<u>HYDRAULIC GAS CYLINDER RENTAL, AUG. '23</u>	08/31/2023	80.64	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	9/23		
Total 0028350766:						80.64	.00					
Total MATHESON TRI-GAS INC:						80.64	.00					
<b>MISCELLANEOUS #2</b>												
1849	MISCELLANEOUS #2	08242023PS		<u>REIMBURSEMENT FOR LUNCH, P. STEVENS, AUG. '23-WATER</u>	08/24/2023	22.36	22.36	<u>20-5950 TEAM BUILDING, ONBOARDING</u>	0	9/23	09/01/2023	
1849	MISCELLANEOUS #2	08242023PS		<u>REIMBURSEMENT FOR LUNCH, P. STEVENS, AUG. '23-SEWER</u>	08/24/2023	22.36	22.36	<u>21-5950 TEAM BUILDING, ONBOARDING</u>	0	9/23	09/01/2023	

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1849	MISCELLANEOUS #2	08242023PS		<u>REIMBURSEMENT FOR LUNCH, P. STEVENS, AUG. '23-PI</u>	08/24/2023	8.50	8.50	<u>25-5950 TEAM BUILDING, ONBOARDING</u>	0	9/23	09/01/2023	
Total 08242023PS:						53.22	53.22					
1849	MISCELLANEOUS #2	09062023DW		<u>REIMBURSEMENT FOR WINTER &amp; SUMMER BOOT PURCHASE, D.WESTERMAN, SEPT.'23</u>	09/06/2023	105.06	105.06	<u>20-6285 UNIFORMS EXPENSE</u>	0	9/23	09/08/2023	
1849	MISCELLANEOUS #2	09062023DW		<u>REIMBURSEMENT FOR WINTER &amp; SUMMER BOOT PURCHASE, D.WESTERMAN, SEPT.'23</u>	09/06/2023	105.06	105.06	<u>21-6285 UNIFORMS EXPENSE</u>	0	9/23	09/08/2023	
1849	MISCELLANEOUS #2	09062023DW		<u>REIMBURSEMENT FOR WINTER &amp; SUMMER BOOT PURCHASE, D.WESTERMAN, SEPT.'23</u>	09/06/2023	40.03	40.03	<u>25-6285 UNIFORMS EXPENSE</u>	0	9/23	09/08/2023	
Total 09062023DW:						250.15	250.15					
1849	MISCELLANEOUS #2	09142023WP		<u>INTEREST EARNED THROUGH ARPA FUNDS, TEN MILE FORCE MAIN, R58-2023, SEPT. 23</u>	09/14/2023	15,140.58	.00	<u>03-6369 CARES ACT/ARPA EXPENDITURE</u>	0	9/23		
Total 09142023WP:						15,140.58	.00					
Total MISCELLANEOUS #2:						15,443.95	303.37					
<b>NORCO, INC.</b>												
222	NORCO, INC.	38459666	16312	<u>GALVANIZED SAFTEY MASK FOR WELDING AT PARKS SHOP, S. HOWELL, AUG. '23</u>	08/15/2023	42.90	.00	<u>01-6230 SAFETY TRAINING &amp; EQUIPMENT</u>	1004	9/23		
Total 38459666:						42.90	.00					
222	NORCO, INC.	38512004	16375	<u>WELDING SUPPLIES FOR PARKS SHOP, S. HOWELL, AUG. '23</u>	08/22/2023	52.40	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	9/23		



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				<u>PRAIRIE) 09/01-09/30/23- WATER</u>	09/01/2023	221.41	221.41	<u>20-6150 M &amp; R - SYSTEM</u>	0	9/23	09/08/2023	
1021	PEAK ALARM COMPANY, INC	1320332		<u>ALARM MONITOR FOR WELLS (SNOWHAWK, CEDAR, DANSKIN, BEST BATH, EL CAJON, BUTLER, &amp; SEGO PRAIRIE) 09/01-09/30/23- P.I</u>	09/01/2023	55.35	55.35	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	9/23	09/08/2023	
Total 1320332:						276.76	276.76					
1021	PEAK ALARM COMPANY, INC	1320335		<u>FIRE ALARM FOR TREATMENT PLANT, 09/11-11/30/23- WATER</u>	09/01/2023	40.04	40.04	<u>20-6150 M &amp; R - SYSTEM</u>	0	9/23	09/08/2023	
1021	PEAK ALARM COMPANY, INC	1320335		<u>FIRE ALARM FOR TREATMENT PLANT, 09/11-11/30/23- SEWER</u>	09/01/2023	40.04	40.04	<u>21-6150 M &amp; R - SYSTEM</u>	0	9/23	09/08/2023	
1021	PEAK ALARM COMPANY, INC	1320335		<u>FIRE ALARM FOR TREATMENT PLANT, 09/11-11/30/23- P.I</u>	09/01/2023	15.26	15.26	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	9/23	09/08/2023	
Total 1320335:						95.34	95.34					
Total PEAK ALARM COMPANY, INC:						372.10	372.10					
<b>PIPECO, INC</b>												
55	PIPECO, INC	S5212374.001		<u>4 EACH NODE 400 IRRIGATION CONTROLERS FOR ZAMZOWS PARK, AUG. '23</u>	09/08/2023	805.71	.00	<u>50-6045 CONTINGENCY</u>	1335	9/23		
55	PIPECO, INC	S5212374.001		<u>1 EACH NODE 200 IRRIGATION CONTROLLER FOR ZAMZOWS PARK CREDIT/RETURN ON INVOICE S5174182.001, SEPT. '23</u>	09/08/2023	-164.76	.00	<u>50-6045 CONTINGENCY</u>	1335	9/23		
55	PIPECO, INC	S5212374.001		<u>1 EACH NODE 100 IRRIGATION CONTROLLER FOR ZAMZOWS PARK CREDIT/RETURN ON INVOICE S5174182.001, SEPT. '23</u>	09/08/2023	-115.03	.00	<u>50-6045 CONTINGENCY</u>	1335	9/23		
Total S5212374.001:						525.92	.00					

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55	PIPECO, INC	S5215241.001		<u>CREDIT/RETURN FOR 2 EACH NODE 100 IRRIGATION CONTROLLERS FOR ZAMZOWS PARK FROM INVOICE S5174182.001, SEPT. '23</u>	09/11/2023	-230.06	.00	50-6045 <u>CONTINGENCY</u>	1335	9/23		
Total S5215241.001:						-230.06	.00					
Total PIPECO, INC:						295.86	.00					
<b>QUADIENT FINANCE USA INC</b>												
1770	QUADIENT FINANCE USA INC	08312023QF		<u>REFILLING POSTAGE METER, CITY HALL, AUG. '23- ADMIN</u>	08/31/2023	140.00	.00	01-6190 <u>POSTAGE &amp; BILLING</u>	0	9/23		
1770	QUADIENT FINANCE USA INC	08312023QF		<u>REFILLING POSTAGE METER, CITY HALL, AUG. '23- P&amp;Z</u>	08/31/2023	50.00	.00	01-6190 <u>POSTAGE &amp; BILLING</u>	1003	9/23		
1770	QUADIENT FINANCE USA INC	08312023QF		<u>REFILLING POSTAGE METER, CITY HALL, AUG. '23- WATER</u>	08/31/2023	130.00	.00	20-6190 <u>POSTAGE &amp; BILLING</u>	0	9/23		
1770	QUADIENT FINANCE USA INC	08312023QF		<u>REFILLING POSTAGE METER, CITY HALL, AUG. '23- SEWER</u>	08/31/2023	130.00	.00	21-6190 <u>POSTAGE &amp; BILLING</u>	0	9/23		
1770	QUADIENT FINANCE USA INC	08312023QF		<u>REFILLING POSTAGE METER, CITY HALL, AUG. '23- P.I</u>	08/31/2023	50.00	.00	25-6190 <u>POSTAGE &amp; BILLING</u>	0	9/23		
Total 08312023QF:						500.00	.00					
Total QUADIENT FINANCE USA INC:						500.00	.00					
<b>RICOH USA, INC. (MAINTENANCE)</b>												
1422	RICOH USA, INC. (MAINTENANCE)	5068049711		<u>COPIER CHARGES, MODEL #IMC2000, SERIAL #C86262110, PARKS OFFICE, 8/1-08/31/23</u>	09/01/2023	24.23	.00	01-6142 <u>MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	9/23		
Total 5068049711:						24.23	.00					
Total RICOH USA, INC. (MAINTENANCE):						24.23	.00					

**RIMI INC**

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1991	RIMI INC	08312023RIMI		<u>COMMERCIAL MECHANICAL PERMITS, AUG.'23</u>	08/31/2023	3,722.91	3,722.91	01-6052 <u>CONTRACT SERVICES</u>	1005	9/23	09/08/2023	
Total 08312023RIMI:						3,722.91	3,722.91					
Total RIMI INC:						3,722.91	3,722.91					
<b>SAFEBUILT LLC</b>												
2173	SAFEBUILT LLC	0104024-IN		<u>META BUILDING, MECHANICAL &amp; ENERGY CODE INSPECTIONS 8/14-08/30/23, AUG. '23</u>	08/31/2023	433.00	.00	01-6052 <u>CONTRACT SERVICES</u>	1005	9/23		
2173	SAFEBUILT LLC	0104024-IN		<u>BUILDING, MECHANICAL, &amp; ENERGY CODE INSPECTIONS 08/01-08/23/23, AUG. '23</u>	08/31/2023	760.00	.00	01-6052 <u>CONTRACT SERVICES</u>	1005	9/23		
Total 0104024-IN:						1,193.00	.00					
2173	SAFEBUILT LLC	0104037-IN		<u>META PERMITS 38021, 38062, 38063, AUG. '23</u>	08/31/2023	4,875.00	.00	01-6052 <u>CONTRACT SERVICES</u>	1005	9/23		
2173	SAFEBUILT LLC	0104037-IN		<u>COMMERCIAL AND RESIDENTIAL PERMITS 37695, 37744, 38180, 38255, AUG. '23</u>	08/31/2023	1,275.00	.00	01-6052 <u>CONTRACT SERVICES</u>	1005	9/23		
Total 0104037-IN:						6,150.00	.00					
Total SAFEBUILT LLC:						7,343.00	.00					
<b>SELECT CUT STAKES AND WOOD PRODUCTS</b>												
1725	SELECT CUT STAKES AND WOOD PRODUCTS	868	16475	<u>SURVEY STAKES FOR MARKING AT ZAMZOWS PARK, M. WEBB, SEPT. 23</u>	09/08/2023	168.70	.00	50-6045 <u>CONTINGENCY</u>	1335	9/23		
Total 868:						168.70	.00					
Total SELECT CUT STAKES AND WOOD PRODUCTS:						168.70	.00					

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<b>SENTRY SECURITY SYSTEMS LLC</b>												
1859	SENTRY SECURITY SYSTEMS LLC	18626		COMMERCIAL FIRE CENTRAL STATION MONITORING AND COMMERCIALCELLULAR CONNUNICATOR SERIVCE AT CITY HALL, SEPT. '23- ADMIN	09/01/2023	117.42	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	0	9/23		
1859	SENTRY SECURITY SYSTEMS LLC	18626		COMMERCIAL FIRE CENTRAL STATION MONITORING AND COMMERCIALCELLULAR CONNUNICATOR SERIVCE AT CITY HALL, SEPT. '23- WATER	09/01/2023	80.34	.00	20-6150 M & R - SYSTEM	0	9/23		
1859	SENTRY SECURITY SYSTEMS LLC	18626		COMMERCIAL FIRE CENTRAL STATION MONITORING AND COMMERCIALCELLULAR CONNUNICATOR SERIVCE AT CITY HALL, SEPT. '23- SEWER	09/01/2023	80.34	.00	21-6150 M & R - SYSTEM	0	9/23		
1859	SENTRY SECURITY SYSTEMS LLC	18626		COMMERCIAL FIRE CENTRAL STATION MONITORING AND COMMERCIALCELLULAR CONNUNICATOR SERIVCE AT CITY HALL, SEPT. '23- P.I	09/01/2023	30.90	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	9/23		
Total 18626:						309.00	.00					
Total SENTRY SECURITY SYSTEMS LLC:						309.00	.00					
<b>SOUTHWEST OFFICE SUPPLY INC</b>												
2213	SOUTHWEST OFFICE SUPPLY INC	WO-142070-1	16456	KLEENEX, TAPE, TAPE DISPENSER, STAPLES, PAPER, CMERRITT, CITY HALL- ADMIN	09/07/2023	36.88	.00	01-6165 OFFICE SUPPLIES	0	9/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-142070-1	16456	KLEENEX, TAPE, TAPE DISPENSER, STAPLES, PAPER, CMERRITT, CITY HALL- WATER	09/07/2023	25.24	.00	20-6165 OFFICE SUPPLIES	0	9/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-142070-1	16456	KLEENEX, TAPE, TAPE DISPENSER, STAPLES, PAPER, CMERRITT, CITY HALL- SEWER	09/07/2023	25.24	.00	21-6165 OFFICE SUPPLIES	0	9/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-142070-1	16456	KLEENEX, TAPE, TAPE DISPENSER, STAPLES, PAPER, CMERRITT, CITY HALL- P.I	09/07/2023	9.70	.00	25-6165 OFFICE SUPPLIES	0	9/23		

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Total WO-142070-1:						97.06	.00					
2213	SOUTHWEST OFFICE SUPPLY INC	WO-142070-2	16456	STAPLER AND BINDER CLIPS FOR CITY HALL, CMERRITT, CITY HALL- ADMIN	09/08/2023	8.91	.00	01-6165 OFFICE SUPPLIES	0	9/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-142070-2	16456	STAPLER AND BINDER CLIPS FOR CITY HALL, CMERRITT, CITY HALL- WATER	09/08/2023	6.09	.00	20-6165 OFFICE SUPPLIES	0	9/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-142070-2	16456	STAPLER AND BINDER CLIPS FOR CITY HALL, CMERRITT, CITY HALL- SEWER	09/08/2023	6.09	.00	21-6165 OFFICE SUPPLIES	0	9/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-142070-2		STAPLER AND BINDER CLIPS FOR CITY HALL, CMERRITT, CITY HALL- P.I	09/08/2023	2.35	.00	25-6165 OFFICE SUPPLIES	0	9/23		
Total WO-142070-2:						23.44	.00					
2213	SOUTHWEST OFFICE SUPPLY INC	WO-142070-3	16456	PAPERTOWELS FOR CITY HALL, CMERRITT SEPT. '23- ADMIN	09/08/2023	168.11	.00	01-6025 JANITORIAL	0	9/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-142070-3	16456	PAPERTOWELS FOR CITY HALL, CMERRITT SEPT. '23- WATER	09/08/2023	115.02	.00	20-6025 JANITORIAL	0	9/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-142070-3	16456	PAPERTOWELS FOR CITY HALL, CMERRITT SEPT. '23- SEWER	09/08/2023	115.02	.00	21-6025 JANITORIAL	0	9/23		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-142070-3	16456	PAPERTOWELS FOR CITY HALL, CMERRITT SEPT. '23- P.I	09/08/2023	44.25	.00	25-6025 JANITORIAL	0	9/23		
Total WO-142070-3:						442.40	.00					
Total SOUTHWEST OFFICE SUPPLY INC:						562.90	.00					
<b>STATE OF IDAHO-DEPT OF ENVIR QUALITY</b>												
128	STATE OF IDAHO-DEPT OF ENVIR QUALITY	23POT0017AN		2023 ANNUAL ASSESSMENT FOR IPDES PERMIT, 10/01/2022-09/30/2023	06/30/2023	11,932.92	.00	21-6160 MISCELLANEOUS EXPENSES	0	9/23		

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Total 23POT0017AN:						11,932.92	.00					
Total STATE OF IDAHO-DEPT OF ENVIR QUALITY:						11,932.92	.00					
<b>TABLE ROCK TECHNOLOGIES LLC</b>												
2227	TABLE ROCK TECHNOLOGIES LLC	14336	16290	<u>10 EA POWDER COATING FOR PARKS RESERVATION SIGNS, HOWELL, AUG '23</u>	08/14/2023	1,000.00	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	9/23		
Total 14336:						1,000.00	.00					
Total TABLE ROCK TECHNOLOGIES LLC:						1,000.00	.00					
<b>TREASURE VALLEY COFFEE</b>												
992	TREASURE VALLEY COFFEE	2160:09737859	16481	<u>5 EACH 5 GALLON WATER BOTTLES FOR MAINT SHOP AND ONE COOLER RENTAL, J.DURHAM, SEPT.'23</u>	09/08/2023	44.50	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	9/23		
Total 2160:09737859:						44.50	.00					
992	TREASURE VALLEY COFFEE	2160:09737893	16466	<u>8 EACH 5 GALLON WATER BOTTLES AND 2 COOLER RENTALS FOR TREATMENT PLANT, C. PATON, SEPT. '23- WATER</u>	09/08/2023	18.31	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	9/23		
992	TREASURE VALLEY COFFEE	2160:09737893	16466	<u>8 EACH 5 GALLON WATER BOTTLES AND 2 COOLER RENTALS FOR TREATMENT PLANT, C. PATON, SEPT. '23- SEWER</u>	09/08/2023	18.31	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	9/23		
992	TREASURE VALLEY COFFEE	2160:09737893	16466	<u>8 EACH 5 GALLON WATER BOTTLES AND 2 COOLER RENTALS FOR TREATMENT PLANT, C. PATON, SEPT. '23- P.I</u>	09/08/2023	6.98	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	9/23		
Total 2160:09737893:						43.60	.00					

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992	TREASURE VALLEY COFFEE	2160:09737895	16479	5 EACH 5 GALLON WATER BOTTLES AND ONE COOLER RENTAL FOR CITY HALL, SEPT. '23- ADMIN	09/08/2023	22.61	.00	01-6165 OFFICE SUPPLIES	0	9/23		
992	TREASURE VALLEY COFFEE	2160:09737895	16479	5 EACH 5 GALLON WATER BOTTLES AND ONE COOLER RENTAL FOR CITY HALL, SEPT. '23- WATER	09/08/2023	15.47	.00	20-6165 OFFICE SUPPLIES	0	9/23		
992	TREASURE VALLEY COFFEE	2160:09737895	16479	5 EACH 5 GALLON WATER BOTTLES AND ONE COOLER RENTAL FOR CITY HALL, SEPT. '23- SEWER	09/08/2023	15.47	.00	21-6165 OFFICE SUPPLIES	0	9/23		
992	TREASURE VALLEY COFFEE	2160:09737895	16479	5 EACH 5 GALLON WATER BOTTLES AND ONE COOLER RENTAL FOR CITY HALL, SEPT. '23- P.I	09/08/2023	5.95	.00	25-6165 OFFICE SUPPLIES	0	9/23		
Total 2160:09737895:						59.50	.00					
Total TREASURE VALLEY COFFEE:						147.60	.00					
<b>U.S. BANK (VISA)</b>												
1444	U.S. BANK (VISA)	105322262719	16265	IRWA, GIS MAPPING BEGINNER CLASS FOR M. ALFORD, AUG. '23- WATER	08/10/2023	50.40	.00	20-6265 TRAINING & SCHOOLING EXPENSE	0	9/23		
1444	U.S. BANK (VISA)	105322262719		IRWA, GIS MAPPING BEGINNER CLASS FOR M. ALFORD, AUG. '23- SEWER	08/10/2023	50.40	.00	21-6265 TRAINING & SCHOOLING EXPENSE	0	9/23		
1444	U.S. BANK (VISA)	105322262719		IRWA, GIS MAPPING BEGINNER CLASS FOR M. ALFORD, AUG. '23- P.I	08/10/2023	19.20	.00	25-6265 TRAINING & SCHOOLING EXPENSE	0	9/23		
Total 1053222627190750310:						120.00	.00					
1444	U.S. BANK (VISA)	106320808374	16150	AMAZON, 2 MONITORS FOR HR, JULY. '23- ADMIN	07/27/2023	80.00	.00	01-6141 IT SMALL EQUIPMENT	0	9/23		
1444	U.S. BANK (VISA)	106320808374	16150	AMAZON, 2 MONITORS FOR HR, JULY. '23- WATER	07/27/2023	105.59	.00	20-6141 IT SMALL EQUIPMENT	0	9/23		

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1444	U.S. BANK (VISA)	106320808374	16150	<u>AMAZON, 2 MONITORS FOR HR, JULY, '23- SEWER</u>	07/27/2023	105.59	.00	<u>21-6141 IT SMALL EQUIPMENT</u>	0	9/23		
1444	U.S. BANK (VISA)	106320808374	16150	<u>AMAZON, 2 MONITORS FOR HR, JULY, '23- P.I</u>	07/27/2023	28.80	.00	<u>25-6141 IT SMALL EQUIPMENT</u>	0	9/23		
Total 1063208083741069739:						319.98	.00					
1444	U.S. BANK (VISA)	106321808374	16228	<u>AMAZON, FRAMES FOR OLD DOCUMENTS, J. EDINGER, AUG. '23</u>	08/06/2023	61.99	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	9/23		
Total 1063218083747359710:						61.99	.00					
1444	U.S. BANK (VISA)	106323608334	16333	<u>AMAZON, DOUBLE AND TRIPLE A BATTERIES, D. CROSSLEY, AUG.' 23- WATER</u>	08/24/2023	14.04	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	9/23		
1444	U.S. BANK (VISA)	106323608334	16333	<u>AMAZON, DOUBLE AND TRIPLE A BATTERIES, D. CROSSLEY, AUG.' 23- SEWER</u>	08/24/2023	14.04	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	9/23		
1444	U.S. BANK (VISA)	106323608334	16333	<u>AMAZON, DOUBLE AND TRIPLE A BATTERIES, D. CROSSLEY, AUG.' 23- P.I</u>	08/24/2023	5.36	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	9/23		
Total 1063236083341739182:						33.44	.00					
1444	U.S. BANK (VISA)	134322200005	16274	<u>CASELLE, CONFERENCE REGISTRATION, N.STAUFFER, AUG.'23- ADMIN</u>	08/10/2023	123.75	.00	<u>01-6265 TRAINING &amp; SCHOOLING</u>	0	9/23		
1444	U.S. BANK (VISA)	134322200005	16274	<u>CASELLE, CONFERENCE REGISTRATION, N.STAUFFER, AUG.'23- WATER</u>	08/10/2023	163.35	.00	<u>20-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	9/23		
1444	U.S. BANK (VISA)	134322200005	16274	<u>CASELLE, CONFERENCE REGISTRATION, N.STAUFFER, AUG.'23-SEWER</u>	08/10/2023	163.35	.00	<u>21-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	9/23		
1444	U.S. BANK (VISA)	134322200005	16274	<u>CASELLE, CONFERENCE REGISTRATION, N.STAUFFER, AUG.'23- P.I</u>	08/10/2023	44.55	.00	<u>25-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	9/23		

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Total 1343222000054345775:						495.00	.00					
1444	U.S. BANK (VISA)	134322800003	16321	<u>BSPSI. CONTINUING EDUCATION FOR S. BARKER, AUG. '23</u>	08/16/2023	350.00	.00	<u>01-6265 TRAINING &amp; SCHOOLING</u>	1005	9/23		
Total 1343228000037823082:						350.00	.00					
1444	U.S. BANK (VISA)	168322283700		<u>ALBERTSONS. FY'24 BUDGET, AUG. '23</u>	08/09/2023	2.12	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	9/23		
Total 1683222837001206284:						2.12	.00					
1444	U.S. BANK (VISA)	168323083700	16346	<u>ALBERTSONS. BEVERAGES AND SUPPLIES FOR SCHOOL DISTRICT MEETING. N. STANLEY, AUG. '23</u>	08/17/2023	47.11	.00	<u>01-6155 MEETINGS/COMMITTEES</u>	0	9/23		
Total 1683230837001452011:						47.11	.00					
1444	U.S. BANK (VISA)	197323020628	16336	<u>IDAHO PIZZA. MEETINGS BETWEEN SCHOOL DIST AND COUNCIL, N. STANLEY, AUG. '23 - ADMIN</u>	08/18/2023	160.18	.00	<u>01-6155 MEETINGS/COMMITTEES</u>	0	9/23		
1444	U.S. BANK (VISA)	197323020628	16336	<u>IDAHO PIZZA. MEETINGS BETWEEN SCHOOL DIST AND COUNCIL, N. STANLEY, AUG. '23 - WATER</u>	08/18/2023	7.12	.00	<u>20-6155 MEETINGS/COMMITTEES</u>	0	9/23		
1444	U.S. BANK (VISA)	197323020628	16336	<u>IDAHO PIZZA. MEETINGS BETWEEN SCHOOL DIST AND COUNCIL, N. STANLEY, AUG. '23 - SEWER</u>	08/18/2023	7.12	.00	<u>21-6155 MEETINGS/COMMITTEES</u>	0	9/23		
1444	U.S. BANK (VISA)	197323020628	16336	<u>IDAHO PIZZA. MEETINGS BETWEEN SCHOOL DIST AND COUNCIL, N. STANLEY, AUG. '23 - P.I</u>	08/18/2023	3.56	.00	<u>25-6155 MEETING/COMMITTEES</u>	0	9/23		

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Total 1973230206288100021:						177.98	.00					
1444	U.S. BANK (VISA)	197323387260	16360	<u>SUNCOAST, J. LISH CLASS FOR SMALL WATER SYSTEMS, D CROSSLEY, AUG. '23- WATER</u>	08/21/2023	120.00	.00	<u>20-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	9/23		
1444	U.S. BANK (VISA)	197323387260	16360	<u>SUNCOAST, J. LISH CLASS FOR SMALL WATER SYSTEMS, D CROSSLEY, AUG. '23- P.I</u>	08/21/2023	30.00	.00	<u>25-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	9/23		
Total 1973233872600434195:						150.00	.00					
1444	U.S. BANK (VISA)	215320771377		<u>ADOBE INC. RECURRING MONTHLY DUES FOR TREATMENT PLANT- WATER</u>	07/26/2023	20.15	.00	<u>20-6075 DUES &amp; MEMBERSHIPS</u>	0	9/23		
1444	U.S. BANK (VISA)	215320771377		<u>ADOBE INC. RECURRING MONTHLY DUES FOR TREATMENT PLANT- SEWER</u>	07/26/2023	20.15	.00	<u>21-6075 DUES &amp; MEMBERSHIPS</u>	0	9/23		
1444	U.S. BANK (VISA)	215320771377		<u>ADOBE INC. RECURRING MONTHLY DUES FOR TREATMENT PLANT- P.I</u>	07/26/2023	7.68	.00	<u>25-6075 DUES &amp; MEMBERSHIPS EXPENSE</u>	0	9/23		
Total 2153207713771879500:						47.98	.00					
1444	U.S. BANK (VISA)	215322971727		<u>PSI, WATER DISTRIBUTION CLASS II EXAM, J. OSBORN, D. CROSSLEY, AUG. '23- WATER</u>	08/17/2023	83.20	.00	<u>20-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	9/23		
1444	U.S. BANK (VISA)	215322971727		<u>PSI, WATER DISTRIBUTION CLASS II EXAM, J. OSBORN, D. CROSSLEY, AUG. '23- P.I</u>	08/17/2023	20.80	.00	<u>25-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	9/23		
Total 2153229717272014164:						104.00	.00					
1444	U.S. BANK (VISA)	216320610975	16121	<u>AMAZON, PLASTIC BIBS AND WET TOILETTES FOR POLICE OPEN HOUSE BBQ, J. EDINGER, JULY '23- ADMIN</u>	07/25/2023	24.70	.00	<u>01-6155 MEETINGS/COMMITTEES</u>	0	9/23		

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1444	U.S. BANK (VISA)	216320610975		<u>AMAZON, PLASTIC BIBS AND WET TOILETTES FOR POLICE OPEN HOUSE BBQ, J. EDINGER, JULY '23- WATER</u>	07/25/2023	1.10	.00	<u>20-6155 MEETINGS/COMMI TTEES</u>	0	9/23		
1444	U.S. BANK (VISA)	216320610975		<u>AMAZON, PLASTIC BIBS AND WET TOILETTES FOR POLICE OPEN HOUSE BBQ, J. EDINGER, JULY '23- SEWER</u>	07/25/2023	1.10	.00	<u>21-6155 MEETINGS/COMMI TTEES</u>	0	9/23		
1444	U.S. BANK (VISA)	216320610975		<u>AMAZON, PLASTIC BIBS AND WET TOILETTES FOR POLICE OPEN HOUSE BBQ, J. EDINGER, JULY '23- P.I</u>	07/25/2023	.54	.00	<u>25-6155 MEETING/COMMIT TEES</u>	0	9/23		
Total 2163206109750229387:						27.44	.00					
1444	U.S. BANK (VISA)	216320810151	16156	<u>AMAZON, TAPE, PENS AND POSTER FRAME FOR P&amp;Z, J. REID, JULY '23</u>	07/27/2023	95.22	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	9/23		
Total 2163208101516821324:						95.22	.00					
1444	U.S. BANK (VISA)	216320810156	16166	<u>AMAZON, COFFEE SUPPLIES, J. REID, JULY '23</u>	07/27/2023	45.53	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	9/23		
Total 2163208101560099595:						45.53	.00					
1444	U.S. BANK (VISA)	216320910228	16157	<u>AMAZON, DINNER PLATES AND NAPKINS FOR KPD OPEN HOUSE, J. EDINGER, JULY '23- ADMIN</u>	07/28/2023	110.87	.00	<u>01-6155 MEETINGS/COMMI TTEES</u>	0	9/23		
Total 2163209102288932454:						110.87	.00					
1444	U.S. BANK (VISA)	216321010305	16177	<u>AMAZON, 4 SETS OF CORNHOLE BAGS FOR KUNA DAYS TOURNAMENT, J. LORENTZ, JULY '23</u>	07/29/2023	253.46	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	9/23		

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Total 216321010305654252:						253.46	.00					
1444	U.S. BANK (VISA)	216321110418	16142	<u>AMAZON, ID BADGE HOLDERS AND CLIPS, J. EDINGER, JULY '23</u>	07/30/2023	29.57	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	9/23		
Total 2163211104189059060:						29.57	.00					
1444	U.S. BANK (VISA)	216321210449	16177	<u>AMAZON, 13 SETS OF CORNHOLE BAGS, J. LORENTZ, JULY, '23</u>	07/31/2023	747.89	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	9/23		
Total 2163212104494588471:						747.89	.00					
1444	U.S. BANK (VISA)	216321210449	16177	<u>AMAZON, 7 SETS OF CORNHOLE BAGS, J. LORENTZ, JULY, '23</u>	07/31/2023	351.35	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	9/23		
Total 2163212104494633343:						351.35	.00					
1444	U.S. BANK (VISA)	216321310564		<u>DROPBOX, REFUND/CREDIT ON CANCELLED DROP BOX MEMBERSHIP, AUG. '23</u>	08/01/2023	-119.88	.00	<u>01-6075 DUES &amp; MEMBERSHIPS</u>	1003	9/23		
Total 2163213105642891836:						-119.88	.00					
1444	U.S. BANK (VISA)	216321510718	16207	<u>AMAZON, 2 ADJUSTABLE STANDING DESKS, FOR TREATMENT PLANT, D. CROSSLEY, AUG. '23- WATER</u>	08/03/2023	167.99	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	9/23		
1444	U.S. BANK (VISA)	216321510718	16207	<u>AMAZON, 2 ADJUSTABLE STANDING DESKS, FOR TREATMENT PLANT, D. CROSSLEY, AUG. '23- SEWER</u>	08/03/2023	167.99	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	9/23		
1444	U.S. BANK (VISA)	216321510718	16207	<u>AMAZON, 2 ADJUSTABLE STANDING DESKS, FOR TREATMENT PLANT, D. CROSSLEY, AUG. '23- P.I</u>	08/03/2023	64.00	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	9/23		

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Total 2163215107180731971:						399.98	.00					
1444	U.S. BANK (VISA)	216321710920	16205	AMAZON, 4 BOXES RETRACTABLE PEN ERASERS, D. CROSSELY, AUG. '23- WATER	08/05/2023	6.98	.00	20-6165 OFFICE SUPPLIES	0	9/23		
1444	U.S. BANK (VISA)	216321710920	16205	AMAZON, 4 BOXES RETRACTABLE PEN ERASERS, D. CROSSELY, AUG. '23- SEWER	08/05/2023	6.98	.00	21-6165 OFFICE SUPPLIES	0	9/23		
1444	U.S. BANK (VISA)	216321710920	16205	AMAZON, 4 BOXES RETRACTABLE PEN ERASERS, D. CROSSELY, AUG. '23- P.I	08/05/2023	2.67	.00	25-6165 OFFICE SUPPLIES	0	9/23		
Total 2163217109206729276:						16.63	.00					
1444	U.S. BANK (VISA)	216321910027	16196	AMAZON, 6 PACK CLIP BOARDS FOR TREATMENT PLANT, D. CROSSLEY, AUG. '23- WATER	08/07/2023	10.03	.00	20-6165 OFFICE SUPPLIES	0	9/23		
1444	U.S. BANK (VISA)	216321910027	16196	AMAZON, 6 PACK CLIP BOARDS FOR TREATMENT PLANT, D. CROSSLEY, AUG. '23- SEWER	08/07/2023	10.03	.00	21-6165 OFFICE SUPPLIES	0	9/23		
1444	U.S. BANK (VISA)	216321910027	16196	AMAZON, 6 PACK CLIP BOARDS FOR TREATMENT PLANT, D. CROSSLEY, AUG. '23- P.I	08/07/2023	3.81	.00	25-6165 OFFICE SUPPLIES	0	9/23		
Total 2163219100275226441:						23.87	.00					
1444	U.S. BANK (VISA)	216321910031	16166	AMAZON, COFFEE SUPPLIES, J. REID, JULY '23	08/07/2023	58.87	.00	01-6165 OFFICE SUPPLIES	1003	9/23		
Total 2163219100319205005:						58.87	.00					
1444	U.S. BANK (VISA)	216321910068	16228	AMAZON, FRAMES FOR OLD DOCUMENTS, J. EDINGER, AUG. '23	08/07/2023	119.94	.00	01-6165 OFFICE SUPPLIES	0	9/23		

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Total 2163219100685929162:						119.94	.00					
1444	U.S. BANK (VISA)	216322010161	16241	<u>AMAZON, EYE GLASS CLEANER, ERASERS AND ANESTHETIC SWABS, D.CROSSLEY, AUG.'23- WATER</u>	08/08/2023	14.54	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	9/23		
1444	U.S. BANK (VISA)	216322010161	16241	<u>AMAZON, EYE GLASS CLEANER, ERASERS AND ANESTHETIC SWABS, D.CROSSLEY, AUG.'23- SEWER</u>	08/08/2023	14.54	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	9/23		
1444	U.S. BANK (VISA)	216322010161		<u>AMAZON, EYE GLASS CLEANER, ERASERS AND ANESTHETIC SWABS, D.CROSSLEY, AUG.'23- P.I</u>	08/08/2023	5.55	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	9/23		
Total 2163220101614939105:						34.63	.00					
1444	U.S. BANK (VISA)	216322310362	16262	<u>AMAZON, CIGARETTE DISPOSAL, AND 5 CLIP BOARDS, J.LORENTZ, AUG.'23</u>	08/11/2023	120.44	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	9/23		
Total 2163223103623290204:						120.44	.00					
1444	U.S. BANK (VISA)	216322310392	16266	<u>AMAZON, PENS, SHARPIES, POST IT NOTES, AND CORRECTION TAPE FOR P&amp;Z, J. REID, AUG. '23</u>	08/11/2023	51.58	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	9/23		
Total 2163223103923183422:						51.58	.00					
1444	U.S. BANK (VISA)	216322410487	16286	<u>AMAZON, STREETLIGHT PHOTOCELL SENSORS, AUG.'23</u>	08/12/2023	39.59	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1002	9/23		
Total 2163224104873988918:						39.59	.00					
1444	U.S. BANK (VISA)	216322410488	16279	<u>AMAZON, TABLET CASE FOR UTILITY LOCATE, AUG.'23- WATER</u>	08/12/2023	11.25	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	9/23		

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1444	U.S. BANK (VISA)	216322410488	16279	<u>AMAZON, TABLET CASE FOR UTILITY LOCATE, AUG.'23- SEWER</u>	08/12/2023	11.25	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	9/23		
1444	U.S. BANK (VISA)	216322410488	16279	<u>AMAZON, TABLET CASE FOR UTILITY LOCATE, AUG.'23- P.I</u>	08/12/2023	4.29	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	9/23		
Total 2163224104888231460:						26.79	.00					
1444	U.S. BANK (VISA)	216322610606	16282	<u>AMAZON, DESK TOP ORGANIZER, WALL MOUNT STORAGE FOLDERS FOR P&amp;Z, A.WELKER, AUG.'23</u>	08/14/2023	51.56	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	9/23		
Total 2163226106062264272:						51.56	.00					
1444	U.S. BANK (VISA)	216322610631	16300	<u>LOWES, 2 INCH SPRINKLER PARTS TO BUILD MANIFOLDS AT ZAMZOWS PARK, B, WITHROW, AUG. '23</u>	08/14/2023	238.93	.00	<u>50-6045 CONTINGENCY</u>	1335	9/23		
Total 2163226106317054957:						238.93	.00					
1444	U.S. BANK (VISA)	216322710726	16295	<u>AMAZON, SCREEN PROTECTOR FOR WATER, D. CROSSLEY, AUG. '23- WATER</u>	08/15/2023	21.43	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	9/23		
1444	U.S. BANK (VISA)	216322710726	16295	<u>AMAZON, SCREEN PROTECTOR FOR WATER, D. CROSSLEY, AUG. '23- P.I</u>	08/15/2023	5.36	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	9/23		
1444	U.S. BANK (VISA)	216322710726	16295	<u>AMAZON, LOCK OUT TAG OUT LOCKS D. CROSSLEY, AUG. '23 - WATER</u>	08/15/2023	20.02	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	9/23		
1444	U.S. BANK (VISA)	216322710726	16295	<u>AMAZON, LOCK OUT TAG OUT LOCKS D. CROSSLEY, AUG. '23 - SEWER</u>	08/15/2023	20.02	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	9/23		
1444	U.S. BANK (VISA)	216322710726	16295	<u>AMAZON, LOCK OUT TAG OUT LOCKS D. CROSSLEY, AUG. '23 - P.I</u>	08/15/2023	7.62	.00	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	9/23		

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Total 2163227107263227107263088295:						74.45	.00					
1444	U.S. BANK (VISA)	216322810752	16303	<u>AMAZON-1 CASE OF WASP AND HORNET SPRAY, D. CROSSLEY, AUG. '23- WATER</u>	08/16/2023	30.40	.00	<u>20-6230 SAFETY TRAINING &amp; EQUIPMENT</u>	0	9/23		
1444	U.S. BANK (VISA)	216322810752	16303	<u>AMAZON-1 CASE OF WASP AND HORNET SPRAY, D. CROSSLEY, AUG. '23- SEWER</u>	08/16/2023	30.40	.00	<u>21-6230 SAFETY TRAINING &amp; EQUIPMENT</u>	0	9/23		
1444	U.S. BANK (VISA)	216322810752	16303	<u>AMAZON-1 CASE OF WASP AND HORNET SPRAY, D. CROSSLEY, AUG. '23- P.I</u>	08/16/2023	11.59	.00	<u>25-6230 SAFETY TRAINING &amp; EQUIPMENT</u>	0	9/23		
Total 2163228107526935984:						72.39	.00					
1444	U.S. BANK (VISA)	216323610418	16350	<u>AMAZON, FILING CABINET FOR N.STAUFFER, AUG. '23- ADMIN</u>	08/24/2023	217.48	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	9/23		
1444	U.S. BANK (VISA)	216323610418	16350	<u>AMAZON, FILING CABINET FOR N.STAUFFER, AUG. '23- WATER</u>	08/24/2023	287.07	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	9/23		
1444	U.S. BANK (VISA)	216323610418	16350	<u>AMAZON, FILING CABINET FOR N.STAUFFER, AUG. '23- SEWER</u>	08/24/2023	287.07	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	9/23		
1444	U.S. BANK (VISA)	216323610418	16350	<u>AMAZON, FILING CABINET FOR N.STAUFFER, AUG. '23- P.I</u>	08/24/2023	78.29	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	9/23		
Total 2163236104187712257:						869.91	.00					
1444	U.S. BANK (VISA)	216323610422	16385	<u>HOMES DEPOT, WASH BASIN AND FAUCET AND TOILET FOR PARKS SHOP REMODEL, M. WEBB, AUG. '23</u>	08/23/2023	657.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1323	9/23		
Total 21632361042227656944:						657.00	.00					
1444	U.S. BANK (VISA)	300321406035	16192	<u>BI-MART, WATER &amp; POPSICLES FOR KUNA DAYS MUD RUN, S. JONES, AUG. '23</u>	08/02/2023	41.85	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	9/23		



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				<u>AUG. '23.</u>	08/07/2023	30.00	.00	<u>21-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	9/23		
Total 3093220400544021152:						30.00	.00					
1444	U.S. BANK (VISA)	309322740054	16304	<u>IDAHO.GOV. DRINKING WATER LICENSE RENEWAL J. WEBB, D. CROSSLEY, AUG. '23- WATER</u>	08/14/2023	24.00	.00	<u>20-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	9/23		
1444	U.S. BANK (VISA)	309322740054	16304	<u>IDAHO.GOV. DRINKING WATER LICENSE RENEWAL J. WEBB, D. CROSSLEY, AUG. '23- P.I</u>	08/14/2023	6.00	.00	<u>25-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	9/23		
Total 3093227400541028682:						30.00	.00					
1444	U.S. BANK (VISA)	309322740054	16304	<u>IDAHO.GOV. DRINKING WATER CLASS 3 LICENSE RENEWAL J. WEBB, D. CROSSLEY, AUG. '23- WATER</u>	08/14/2023	24.00	.00	<u>20-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	9/23		
1444	U.S. BANK (VISA)	309322740054	16304	<u>IDAHO.GOV. DRINKING WATER CLASS 3 LICENSE RENEWAL J. WEBB, D. CROSSLEY, AUG. '23- P.I</u>	08/14/2023	6.00	.00	<u>25-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	9/23		
Total 3093227400541028765:						30.00	.00					
1444	U.S. BANK (VISA)	309322740054	16304	<u>IDAHO.GOV. BACKFLOW ASSEMBLY TESTER LICENSE RENEWAL J. WEBB, D. CROSSLEY, AUG. '23- WATER</u>	08/14/2023	24.00	.00	<u>20-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	9/23		
1444	U.S. BANK (VISA)	309322740054	16304	<u>IDAHO.GOV. BACKFLOW ASSEMBLY TESTER LICENSE RENEWAL J. WEBB, D. CROSSLEY, AUG. '23- P.I</u>	08/14/2023	6.00	.00	<u>25-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	9/23		
Total 3093227400541028864:						30.00	.00					
1444	U.S. BANK (VISA)	309322909156	16302	<u>ITD. LICENSE PLATES FOR PUBLIC WORKS 2007 DUMP TRUCK, AUG. '23- WATER</u>	08/16/2023	9.95	.00	<u>20-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	9/23		

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1444	U.S. BANK (VISA)	309322909156	16302	<u>ITD. LICENSE PLATES FOR PUBLIC WORKS 2007 DUMP TRUCK, AUG. '23- SEWER</u>	08/16/2023	9.95	.00	<u>21-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	9/23		
1444	U.S. BANK (VISA)	309322909156	16302	<u>ITD. LICENSE PLATES FOR PUBLIC WORKS 2007 DUMP TRUCK, AUG. '23- P.I</u>	08/16/2023	3.79	.00	<u>25-6305 VEHICLE MAINTENANCE &amp; REPAIR</u>	0	9/23		
Total 3093229091567025732:						23.69	.00					
1444	U.S. BANK (VISA)	339321500027		<u>SMOKY MOUNTAIN PIZZERIA, HR LUNCH WITH N. STAUFFER AND P. STEVENS, AUG. '23- ADMIN</u>	08/02/2023	9.21	.00	<u>01-5950 TEAM BUILDING, ONBOARDING</u>	0	9/23		
1444	U.S. BANK (VISA)	339321500027		<u>SMOKY MOUNTAIN PIZZERIA, HR LUNCH WITH N. STAUFFER AND P. STEVENS, AUG. '23- WATER</u>	08/02/2023	12.15	.00	<u>20-5950 TEAM BUILDING, ONBOARDING</u>	0	9/23		
1444	U.S. BANK (VISA)	339321500027		<u>SMOKY MOUNTAIN PIZZERIA, HR LUNCH WITH N. STAUFFER AND P. STEVENS, AUG. '23- SEWER</u>	08/02/2023	12.15	.00	<u>21-5950 TEAM BUILDING, ONBOARDING</u>	0	9/23		
1444	U.S. BANK (VISA)	339321500027		<u>SMOKY MOUNTAIN PIZZERIA, HR LUNCH WITH N. STAUFFER AND P. STEVENS, AUG. '23- P.I</u>	08/02/2023	3.31	.00	<u>25-5950 TEAM BUILDING, ONBOARDING</u>	0	9/23		
Total 3393215000273750989:						36.82	.00					
1444	U.S. BANK (VISA)	339323500252		<u>SMOKY MOUNTAIN PIZZERIA, NEW EMPLOYEE LUNCH INTERVIEW, AUG. '23- WATER</u>	08/22/2023	31.07	.00	<u>20-5950 TEAM BUILDING, ONBOARDING</u>	0	9/23		
1444	U.S. BANK (VISA)	339323500252		<u>SMOKY MOUNTAIN PIZZERIA, NEW EMPLOYEE LUNCH INTERVIEW, AUG. '23- SEWER</u>	08/22/2023	31.07	.00	<u>21-5950 TEAM BUILDING, ONBOARDING</u>	0	9/23		
1444	U.S. BANK (VISA)	339323500252		<u>SMOKY MOUNTAIN PIZZERIA, NEW EMPLOYEE LUNCH INTERVIEW, AUG. '23- P.I</u>	08/22/2023	11.84	.00	<u>25-5950 TEAM BUILDING, ONBOARDING</u>	0	9/23		

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Total 3393235002525693021:						73.98	.00					
1444	U.S. BANK (VISA)	500321340019	16187	<u>WALMART, RANGER SUPPLIES, AND TOTES, A. BILLINGS, JULY, '23</u>	07/31/2023	128.78	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1086	9/23		
Total 5003213400196038246:						128.78	.00					
1444	U.S. BANK (VISA)	500321400089	16192	<u>DOLLAR TREE, DISH SOAP FOR KUNA DAYS MUD RUN, S. JONES, AUG. '23</u>	08/01/2023	68.85	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	9/23		
Total 5003214000895801206:						68.85	.00					
1444	U.S. BANK (VISA)	539321990001	16224	<u>POSTY CARDS, EMPLOYEE BIRTHDAY CARDS, Z. MONTENEGRO, AUG. '23</u>	08/07/2023	162.40	.00	<u>01-5950 TEAM BUILDING, ONBOARDING</u>	0	9/23		
Total 5393219900017715363:						162.40	.00					
1444	U.S. BANK (VISA)	605321554813		<u>SHELL, KUNA MELBA NEWS FY'24 BUDGET, AUG. '23</u>	08/02/2023	2.12	.00	<u>01-6125 LEGAL PUBLICATIONS</u>	0	9/23		
Total 6053215548137779234:						2.12	.00					
1444	U.S. BANK (VISA)	746321600144	16209	<u>USPS, LUCKY DOG POSTAGE PAID FOR A PACKAGE FOR B. WITHROW, C. MERRITT, AUG '23</u>	08/03/2023	2.76	.00	<u>01-6190 POSTAGE &amp; BILLING</u>	1004	9/23		
Total 7463216001443859529:						2.76	.00					
1444	U.S. BANK (VISA)	746321600144	16223	<u>IAMC, FALL 2023 FORUM IN BOISE FOR M. TREASURE, Z. MONTENEGRO, JULY. '23</u>	08/03/2023	67.50	.00	<u>01-6265 TRAINING &amp; SCHOOLING</u>	4000	9/23		
Total 7463216001443859602:						67.50	.00					

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1444	U.S. BANK (VISA)	829320809220		<u>CREDIT/REFUND FROM STREAMING MOVIE, JULY '23</u>	07/26/2023	-2.11	.00	<u>01-6160 MISCELLANEOUS EXPENSES</u>	0	9/23		
Total 8293208092204144040:						-2.11	.00					
1444	U.S. BANK (VISA)	921532287451		<u>ALLIANZ TRAVEL, TRAVEL INSURANCE FOR J. LORENTZ NRPA CONFERENCE, AUG. '23</u>	08/16/2023	44.61	.00	<u>01-6270 TRAVEL</u>	1004	9/23		
Total 92153228745107035014:						44.61	.00					
1444	U.S. BANK (VISA)	964322420793	16287	<u>NRPA, MEMBERSHIP DUES FOR J. LORENTZ, AUG. '23</u>	08/11/2023	180.00	.00	<u>01-6075 DUES &amp; MEMBERSHIPS</u>	1004	9/23		
Total 9643224207930300580:						180.00	.00					
1444	U.S. BANK (VISA)	964322920793	16323	<u>NRPA, CONFERENCE REGISTRATION FOR J. LORENTZ, AUG. '23</u>	08/16/2023	645.00	.00	<u>01-6265 TRAINING &amp; SCHOOLING</u>	1004	9/23		
Total 9643229207930800113:						645.00	.00					
Total U.S. BANK (VISA):						8,811.95	.00					
<b>UNITED SITE SERVICES OF NEVADA INC</b>												
2124	UNITED SITE SERVICES OF NEVADA INC	114-13677532		<u>ADA WHEEL CHAIR ACCESSIBLE AND STANDARD PORTABLE RESTROOM RENTAL WEEKLY SERVICE, 08/24-09/20/23- GREEN BELT</u>	08/25/2023	279.50	279.50	<u>01-6212 RENT-EQUIPMENT</u>	1004	9/23	09/08/2023	
Total 114-13677532:						279.50	279.50					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-01967680		<u>STANDARD PORTABLE RESTROOM RENTAL, BI-WEEKLY 08/24-09/20/2023, BOOSTER STATION, EAST KUNA RD</u>	08/24/2023	95.00	95.00	<u>20-6212 RENT - EQUIPMENT</u>	0	9/23	09/01/2023	

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Total INV-01967680:						95.00	95.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-01982981		<u>2 EACH STANDARD PORTABLE RESTROOM RENTAL WEEKLY SERVICE. 08/01-08/31/23- SHORTLINE</u>	08/31/2023	311.00	311.00	01-6212 RENT-EQUIPMENT	1004	9/23	09/08/2023	
Total INV-01982981:						311.00	311.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-01982999		<u>ADA PORTABLE RESTROOM RENTAL WEEKLY SERVICE. 07/17-08/13/23- ARBOR RIDGE PARK</u>	08/31/2023	207.00	207.00	01-6212 RENT-EQUIPMENT	1004	9/23	09/08/2023	
Total INV-01982999:						207.00	207.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-01983002		<u>ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM RENTAL. WEEKLY SERVICE. 08/18-09/14/23- BUTLER PARK</u>	08/31/2023	212.75	212.75	01-6212 RENT-EQUIPMENT	1004	9/23	09/08/2023	
Total INV-01983002:						212.75	212.75					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-01983003		<u>ADA PORTABLE RESTROOM RENTAL WEEKLY SERVICE. 07/17-08/13/23- SEGO PRAIRIE POND/ NICHOLSON PARK</u>	08/31/2023	211.50	211.50	01-6212 RENT-EQUIPMENT	0	9/23	09/08/2023	
Total INV-01983003:						211.50	211.50					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-01987160		<u>STANDARD PORTABLE RESTROOM RENTAL BI-WEEKLY SERVICE. 07/17-08/13/23- CITY FARM</u>	08/31/2023	100.00	100.00	21-6090 FARM EXPENDITURES	0	9/23	09/08/2023	
Total INV-01987160:						100.00	100.00					

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2124	UNITED SITE SERVICES OF NEVADA INC	INV-01987973		<u>ADA PORTABLE RESTROOM RENTAL WEEKLY SERVICE, 07/17-08/13/23- THE FARM PARK</u>	08/31/2023	207.00	207.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	9/23	09/08/2023	
Total INV-01987973:						207.00	207.00					
Total UNITED SITE SERVICES OF NEVADA INC:						1,623.75	1,623.75					
<b>UNIVAR SOLUTIONS USA, INC.</b>												
1410	UNIVAR SOLUTIONS USA, INC.	51421544	16394	<u>44,760 LBS ALUM. M. NADEAU, AUG. '23</u>	08/25/2023	11,494.37	.00	<u>21-6151 M &amp; R - PROCESS CHEMICALS</u>	0	9/23		
Total 51421544:						11,494.37	.00					
Total UNIVAR SOLUTIONS USA, INC.:						11,494.37	.00					
<b>UTILITY REFUND #16</b>												
2231	UTILITY REFUND #16	130540.04		<u>KENDRA YATES, 1387 W WHEAT ST. UTILITY REFUND</u>	09/06/2023	33.09	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		
2231	UTILITY REFUND #16	130540.04		<u>KENDRA YATES, 1387 W WHEAT ST. UTILITY REFUND</u>	09/06/2023	39.35	.00	<u>21-4600 SEWER USER FEES</u>	0	9/23		
2231	UTILITY REFUND #16	130540.04		<u>KENDRA YATES, 1387 W WHEAT ST. UTILITY REFUND</u>	09/06/2023	24.85	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/23		
Total 130540.04:						97.29	.00					
2231	UTILITY REFUND #16	130860.01		<u>MARGIE M COOPER, 1586 W TOPANGA CT. UTILITY REFUND</u>	09/06/2023	27.37	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		
2231	UTILITY REFUND #16	130860.01		<u>MARGIE M COOPER, 1586 W TOPANGA CT. UTILITY REFUND</u>	09/06/2023	-10.65	.00	<u>21-4600 SEWER USER FEES</u>	0	9/23		
2231	UTILITY REFUND #16	130860.01		<u>MARGIE M COOPER, 1586 W TOPANGA CT. UTILITY REFUND</u>	09/06/2023	-6.70	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/23		

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Total 130860.01:						10.02	.00					
2231	UTILITY REFUND #16	160120.04		<u>ALEX SAVAGE, 426 W HESSTON ST, UTILITY REFUND</u>	09/08/2023	122.66	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		
Total 160120.04:						122.66	.00					
2231	UTILITY REFUND #16	171119.00		<u>CBH, 158 N CRANESBILL AVE, UTILITY REFUND</u>	08/03/2023	103.54	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		
2231	UTILITY REFUND #16	171119.00		<u>CBH, 158 N CRANESBILL AVE, UTILITY REFUND</u>	08/03/2023	29.33	.00	<u>21-4600 SEWER USER FEES</u>	0	9/23		
Total 171119.00:						132.87	.00					
2231	UTILITY REFUND #16	171120.00		<u>CBH, 174 N CRANESBILL AVE, UTILITY REFUND</u>	08/10/2023	83.08	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		
2231	UTILITY REFUND #16	171120.00		<u>CBH, 174 N CRANESBILL AVE, UTILITY REFUND</u>	08/10/2023	13.58	.00	<u>21-4600 SEWER USER FEES</u>	0	9/23		
Total 171120.00:						96.66	.00					
2231	UTILITY REFUND #16	171126.00		<u>CBH, 157 N CRANESBILL AVE, UTILITY REFUND</u>	08/29/2023	51.90	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		
2231	UTILITY REFUND #16	171126.00		<u>CBH, 157 N CRANESBILL AVE, UTILITY REFUND</u>	08/29/2023	15.95	.00	<u>21-4600 SEWER USER FEES</u>	0	9/23		
Total 171126.00:						67.85	.00					
2231	UTILITY REFUND #16	173620.04		<u>CHRISTOPHER WATKINS, 1999 W SAHARA DR, UTILITY REFUND</u>	08/29/2023	21.54	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		
2231	UTILITY REFUND #16	173620.04		<u>CHRISTOPHER WATKINS, 1999 W SAHARA DR, UTILITY REFUND</u>	08/29/2023	42.28	.00	<u>21-4600 SEWER USER FEES</u>	0	9/23		

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2231	UTILITY REFUND #16	173620.04		<u>CHRISTOPHER WATKINS, 1999 W SAHARA DR, UTILITY REFUND</u>	08/29/2023	26.67	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/23		
Total 173620.04:						90.49	.00					
2231	UTILITY REFUND #16	180580.02A		<u>GREGORY TUTTLE, 1382 N CABRILLO AVE, UTILITY REFUND</u>	08/28/2023	80.00	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		
Total 180580.02A:						80.00	.00					
2231	UTILITY REFUND #16	210005.02		<u>AUGUST A IACONO, 2381 N HAWAIIAN HAWK PL, UTILITY REFUND</u>	09/06/2023	24.23	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		
2231	UTILITY REFUND #16	210005.02		<u>AUGUST A IACONO, 2381 N HAWAIIAN HAWK PL, UTILITY REFUND</u>	09/06/2023	28.75	.00	<u>21-4600 SEWER USER FEES</u>	0	9/23		
2231	UTILITY REFUND #16	210005.02		<u>AUGUST A IACONO, 2381 N HAWAIIAN HAWK PL, UTILITY REFUND</u>	09/06/2023	18.94	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/23		
Total 210005.02:						71.92	.00					
2231	UTILITY REFUND #16	264570.02		<u>LEE DARRELL &amp; BETTY JEAN PERRY, 2085 N MAUVE AVE, UTILITY REFUND</u>	09/06/2023	78.73	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		
2231	UTILITY REFUND #16	264570.02		<u>LEE DARRELL &amp; BETTY JEAN PERRY, 2085 N MAUVE AVE, UTILITY REFUND</u>	09/06/2023	4.75	.00	<u>21-4600 SEWER USER FEES</u>	0	9/23		
2231	UTILITY REFUND #16	264570.02		<u>LEE DARRELL &amp; BETTY JEAN PERRY, 2085 N MAUVE AVE, UTILITY REFUND</u>	09/06/2023	3.11	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/23		
Total 264570.02:						86.59	.00					
2231	UTILITY REFUND #16	277730.00		<u>CBH, 706 W TANZANITE DR, UTILITY REFUND</u>	08/03/2023	104.92	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		

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2231	UTILITY REFUND #16	277730.00		<u>CBH, 706 W TANZANITE DR, UTILITY REFUND</u>	08/03/2023	41.95	.00	<u>21-4600 SEWER USER FEES</u>	0	9/23		
Total 277730.00:						146.87	.00					
2231	UTILITY REFUND #16	277739.00		<u>CBH, 723 W TANZANITE DR, UTILITY REFUND</u>	08/03/2023	109.58	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		
2231	UTILITY REFUND #16	277739.00		<u>CBH, 723 W TANZANITE DR, UTILITY REFUND</u>	08/03/2023	42.99	.00	<u>21-4600 SEWER USER FEES</u>	0	9/23		
Total 277739.00:						152.57	.00					
2231	UTILITY REFUND #16	277740.00A		<u>CBH, 705 W TANZANITE DR, UTILITY REFUND</u>	08/28/2023	56.77	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		
Total 277740.00A:						56.77	.00					
2231	UTILITY REFUND #16	277741.00		<u>CBH, 687 W TANZANITE DR, UTILITY REFUND</u>	08/03/2023	108.45	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		
2231	UTILITY REFUND #16	277741.00		<u>CBH, 687 W TANZANITE DR, UTILITY REFUND</u>	08/03/2023	42.06	.00	<u>21-4600 SEWER USER FEES</u>	0	9/23		
Total 277741.00:						150.51	.00					
2231	UTILITY REFUND #16	277742.00		<u>CBH, 669 W TANZANITE DR, UTILITY REFUND</u>	08/03/2023	102.03	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		
2231	UTILITY REFUND #16	277742.00		<u>CBH, 669 W TANZANITE DR, UTILITY REFUND</u>	08/03/2023	39.38	.00	<u>21-4600 SEWER USER FEES</u>	0	9/23		
Total 277742.00:						141.41	.00					
2231	UTILITY REFUND #16	277743.00		<u>CBH, 651 W TANZANITE DR, UTILITY REFUND</u>	08/29/2023	11.39	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		
2231	UTILITY REFUND #16	277743.00		<u>CBH, 651 W TANZANITE DR, UTILITY REFUND</u>	08/29/2023	14.19	.00	<u>21-4600 SEWER USER FEES</u>	0	9/23		

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Total 277743.00:						25.58	.00					
2231	UTILITY REFUND #16	281528.01		<u>JAMES PATTERSON, 1378 W FLUORITE ST, UTILITY REFUND</u>	09/06/2023	36.45	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		
2231	UTILITY REFUND #16	281528.01		<u>JAMES PATTERSON, 1378 W FLUORITE ST, UTILITY REFUND</u>	09/06/2023	45.98	.00	<u>21-4600 SEWER USER FEES</u>	0	9/23		
2231	UTILITY REFUND #16	281528.01		<u>JAMES PATTERSON, 1378 W FLUORITE ST, UTILITY REFUND</u>	09/06/2023	28.35	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/23		
Total 281528.01:						110.78	.00					
2231	UTILITY REFUND #16	281565.00		<u>VENTA HOMES INC, 2152 N SUNSET FARM PL, UTILITY REFUND</u>	08/29/2023	91.63	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		
2231	UTILITY REFUND #16	281565.00		<u>VENTA HOMES INC, 2152 N SUNSET FARM PL, UTILITY REFUND</u>	08/29/2023	-23.87	.00	<u>21-4600 SEWER USER FEES</u>	0	9/23		
Total 281565.00:						67.76	.00					
2231	UTILITY REFUND #16	282006.01		<u>MIDLAND BOULEVARD LLC, 1520 W PENDULUM COVE DR, UTILITY REFUND</u>	09/06/2023	114.91	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		
2231	UTILITY REFUND #16	282006.01		<u>MIDLAND BOULEVARD LLC, 1520 W PENDULUM COVE DR, UTILITY REFUND</u>	09/06/2023	41.21	.00	<u>21-4600 SEWER USER FEES</u>	0	9/23		
2231	UTILITY REFUND #16	282006.01		<u>MIDLAND BOULEVARD LLC, 1520 W PENDULUM COVE DR, UTILITY REFUND</u>	09/06/2023	25.94	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/23		
Total 282006.01:						182.06	.00					
2231	UTILITY REFUND #16	290180.02		<u>GABRIEL M HAWS, 8127 S BUFFALO CREEK LN, UTILITY REFUND</u>	09/06/2023	4.51	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		

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2231	UTILITY REFUND #16	290180.02		<u>GABRIEL M HAWS, 8127 S BUFFALO CREEK LN, UTILITY REFUND</u>	09/06/2023	8.67	.00	<u>21-4600 SEWER USER FEES</u>	0	9/23		
2231	UTILITY REFUND #16	290180.02		<u>GABRIEL M HAWS, 8127 S BUFFALO CREEK LN, UTILITY REFUND</u>	09/06/2023	3.85	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/23		
Total 290180.02:						17.03	.00					
2231	UTILITY REFUND #16	292122.01		<u>JAMES SCOTT ADKINS, 8713 S HOBAN AVE, UTILITY REFUND</u>	09/06/2023	33.58	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		
2231	UTILITY REFUND #16	292122.01		<u>JAMES SCOTT ADKINS, 8713 S HOBAN AVE, UTILITY REFUND</u>	09/06/2023	42.00	.00	<u>21-4600 SEWER USER FEES</u>	0	9/23		
2231	UTILITY REFUND #16	292122.01		<u>JAMES SCOTT ADKINS, 8713 S HOBAN AVE, UTILITY REFUND</u>	09/06/2023	26.53	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/23		
Total 292122.01:						102.11	.00					
2231	UTILITY REFUND #16	292195.00		<u>CBH, 2266 W MINERVA ST, UTILITY REFUND</u>	08/03/2023	101.06	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		
2231	UTILITY REFUND #16	292195.00		<u>CBH, 2266 W MINVERVA ST, UTILITY REFUND</u>	08/03/2023	38.53	.00	<u>21-4600 SEWER USER FEES</u>	0	9/23		
Total 292195.00:						139.59	.00					
2231	UTILITY REFUND #16	293004.02		<u>ERIC GIOVANNUCCI, 3437 W CHARLENE ST, UTILITY REFUND</u>	09/06/2023	4.29	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		
2231	UTILITY REFUND #16	293004.02		<u>ERIC GIOVANNUCCI, 3437 W CHARLENE ST, UTILITY REFUND</u>	09/06/2023	5.52	.00	<u>21-4600 SEWER USER FEES</u>	0	9/23		
2231	UTILITY REFUND #16	293004.02		<u>ERIC GIOVANNUCCI, 3437 W CHARLENE ST, UTILITY REFUND</u>	09/06/2023	3.86	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/23		



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				<u>REFUND</u>	09/06/2023	3.49	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		
2231	UTILITY REFUND #16	303363.01		<u>BRIANNA G RAMOS, 2644 N RIDGECREEK AVE, UTILITY REFUND</u>	09/06/2023	3.80	.00	<u>21-4600 SEWER USER FEES</u>	0	9/23		
2231	UTILITY REFUND #16	303363.01		<u>BRIANNA G RAMOS, 2644 N RIDGECREEK AVE, UTILITY REFUND</u>	09/06/2023	2.34	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/23		
Total 303363.01:						9.63	.00					
2231	UTILITY REFUND #16	304006.00		<u>GALLERY HOMES BY VARRIALE, 793 E MERINO ST, UTILITY REFUND</u>	07/27/2023	62.05	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		
2231	UTILITY REFUND #16	304006.00		<u>GALLERY HOMES BY VARRIALE, 793 E MERINO ST, UTILITY REFUND</u>	07/27/2023	49.03	.00	<u>21-4600 SEWER USER FEES</u>	0	9/23		
Total 304006.00:						111.08	.00					
2231	UTILITY REFUND #16	342012.00		<u>HALLMARK HOMES IDAHO, 2978 W FIREFOOT DR, UTILITY REFUND</u>	08/03/2023	105.40	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		
2231	UTILITY REFUND #16	342012.00		<u>HALLMARK HOMES IDAHO, 2978 W FIREFOOT DR, UTILITY REFUND</u>	08/03/2023	36.01	.00	<u>21-4600 SEWER USER FEES</u>	0	9/23		
Total 342012.00:						141.41	.00					
2231	UTILITY REFUND #16	360019.00		<u>SHALC GC INC, 12075 S COURAGE LN, UTILITY REFUND</u>	08/03/2023	74.01	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		
2231	UTILITY REFUND #16	360019.00		<u>SHALC GC INC, 12075 S COURAGE LN, UTILITY REFUND</u>	08/03/2023	35.76	.00	<u>21-4600 SEWER USER FEES</u>	0	9/23		

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Total 360019.00:						109.77	.00					
2231	UTILITY REFUND #16	360038.00		<u>SHEA HOMES, 12031 S INTEGRITY LN, UTILITY REFUND</u>	08/03/2023	78.37	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		
2231	UTILITY REFUND #16	360038.00		<u>SHEA HOMES, 12031 S INTEGRITY LN, UTILITY REFUND</u>	08/03/2023	44.79	.00	<u>21-4600 SEWER USER FEES</u>	0	9/23		
Total 360038.00:						123.16	.00					
2231	UTILITY REFUND #16	360101.00		<u>SHEA HOMES, 11902 W KIND LN, UTILITY REFUND</u>	08/29/2023	22.05	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		
2231	UTILITY REFUND #16	360101.00		<u>SHEA HOMES, 11902 W KIND LN, UTILITY REFUND</u>	08/29/2023	45.73	.00	<u>21-4600 SEWER USER FEES</u>	0	9/23		
Total 360101.00:						67.78	.00					
2231	UTILITY REFUND #16	360134.00		<u>SHEA HOMES, 11930 S GLORY LN, UTILITY REFUND</u>	07/27/2023	15.48	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		
2231	UTILITY REFUND #16	360134.00		<u>SHEA HOMES, 11930 S GLORY LN, UTILITY REFUND</u>	07/27/2023	-8.20	.00	<u>21-4600 SEWER USER FEES</u>	0	9/23		
Total 360134.00:						7.28	.00					
2231	UTILITY REFUND #16	360157.00		<u>SHEA HOMES, 11949 W KIND LN, UTILITY REFUND</u>	08/29/2023	22.08	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		
2231	UTILITY REFUND #16	360157.00		<u>SHEA HOMES, 11949 W KIND LN, UTILITY REFUND</u>	08/29/2023	45.77	.00	<u>21-4600 SEWER USER FEES</u>	0	9/23		
Total 360157.00:						67.85	.00					
2231	UTILITY REFUND #16	360162.00		<u>SHEA HOMES, 12010 W ARTILLERY LN, UTILITY REFUND</u>	07/27/2023	26.14	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		

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2231	UTILITY REFUND #16	360162.00		<u>SHEA HOMES, 12010 W ARTILLERY LN, UTILITY REFUND</u>	07/27/2023	54.21	.00	<u>21-4600 SEWER USER FEES</u>	0	9/23		
Total 360162.00:						80.35	.00					
2231	UTILITY REFUND #16	361506.00		<u>TRESIDIO HOMES, 11468 S SAYLIS PL, UTILITY REFUND</u>	07/27/2023	16.70	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		
2231	UTILITY REFUND #16	361506.00		<u>TRESIDIO HOMES, 11468 S SAYLIS PL, UTILITY REFUND</u>	07/27/2023	34.61	.00	<u>21-4600 SEWER USER FEES</u>	0	9/23		
Total 361506.00:						51.31	.00					
2231	UTILITY REFUND #16	361525.00		<u>TRESIDIO HOMES, 11123 S YEOMAN PL, UTILITY REFUND</u>	07/27/2023	20.84	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		
2231	UTILITY REFUND #16	361525.00		<u>TRESIDIO HOMES, 11123 S YEOMAN PL, UTILITY REFUND</u>	07/27/2023	43.22	.00	<u>21-4600 SEWER USER FEES</u>	0	9/23		
Total 361525.00:						64.06	.00					
2231	UTILITY REFUND #16	361586.00		<u>TRESIDIO HOMES, 12058 W ZAMALEK CT, UTILITY REFUND</u>	08/02/2023	62.10	.00	<u>20-4500 METERED WATER SALES</u>	0	9/23		
Total 361586.00:						62.10	.00					
Total UTILITY REFUND #16:						3,442.96	.00					
<b>VALLI INFORMATION SYSTEMS, INC</b>												
857	VALLI INFORMATION SYSTEMS, INC	90181		<u>LOCKBOX TRANSACTIONS, STATEMENT PRINTING &amp; POSTAGE, AUG. '23- ADMIN</u>	08/31/2023	2,325.89	2,325.89	<u>01-6190 POSTAGE &amp; BILLING</u>	0	9/23	09/08/2023	
857	VALLI INFORMATION SYSTEMS, INC	90181		<u>LOCKBOX TRANSACTIONS, STATEMENT PRINTING &amp; POSTAGE, AUG. '23- WATER</u>	08/31/2023	1,591.40	1,591.40	<u>20-6190 POSTAGE &amp; BILLING</u>	0	9/23	09/08/2023	
857	VALLI INFORMATION SYSTEMS, INC	90181		<u>LOCKBOX TRANSACTIONS, STATEMENT PRINTING &amp; POSTAGE, AUG. '23- SEWER</u>	08/31/2023	1,591.40	1,591.40	<u>21-6190 POSTAGE &amp; BILLING</u>	0	9/23	09/08/2023	

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857	VALLI INFORMATION SYSTEMS, INC	90181		<u>LOCKBOX TRANSACTIONS, STATEMENT PRINTING &amp; POSTAGE, AUG. '23- P.I</u>	08/31/2023	612.07	612.07	<u>25-6190_POSTAGE &amp; BILLING</u>	0	9/23	09/08/2023	
Total 90181:						6,120.76	6,120.76					
Total VALLI INFORMATION SYSTEMS, INC:						6,120.76	6,120.76					
<b>VERIZON WIRELESS</b>												
1575	VERIZON WIRELESS	9943148841		<u>MODEM/ROUTER SERVICE, 07/29-08/28/23- PARKS</u>	08/28/2023	166.83	166.83	<u>01-6255 TELEPHONE</u>	1004	9/23	09/08/2023	
1575	VERIZON WIRELESS	9943148841		<u>MODEM/ROUTER SERVICE, 07/29-08/28/23- WATER</u>	08/28/2023	427.93	427.93	<u>20-6255 TELEPHONE EXPENSE</u>	0	9/23	09/08/2023	
1575	VERIZON WIRELESS	9943148841		<u>MODEM/ROUTER SERVICE, 07/29-08/28/23- SEWER</u>	08/28/2023	603.11	603.11	<u>21-6255 TELEPHONE EXPENSE</u>	0	9/23	09/08/2023	
1575	VERIZON WIRELESS	9943148841		<u>MODEM/ROUTER SERVICE, 07/29-08/28/23- P.I</u>	08/28/2023	220.22	220.22	<u>25-6255 TELEPHONE EXPENSE</u>	0	9/23	09/08/2023	
Total 9943148841:						1,418.09	1,418.09					
Total VERIZON WIRELESS:						1,418.09	1,418.09					
<b>WESTERN RECORDS DESTRUCTION, INC.</b>												
1633	WESTERN RECORDS DESTRUCTION, INC.	0656677		<u>RECORDS DESTRUCTION CITY HALL 8/1-31/23- ADMIN</u>	09/01/2023	12.54	.00	<u>01-6052 CONTRACT SERVICES</u>	0	9/23		
1633	WESTERN RECORDS DESTRUCTION, INC.	0656677		<u>RECORDS DESTRUCTION CITY HALL 8/1-31/23- WATER</u>	09/01/2023	8.58	.00	<u>20-6052 CONTRACT SERVICES</u>	0	9/23		
1633	WESTERN RECORDS DESTRUCTION, INC.	0656677		<u>RECORDS DESTRUCTION CITY HALL 8/1-31/23- SEWER</u>	09/01/2023	8.58	.00	<u>21-6052 CONTRACT SERVICES</u>	0	9/23		
1633	WESTERN RECORDS DESTRUCTION, INC.	0656677		<u>RECORDS DESTRUCTION CITY HALL 8/1-31/23- P.I</u>	09/01/2023	3.30	.00	<u>25-6052 CONTRACT SERVICES</u>	0	9/23		

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1633	WESTERN RECORDS DESTRUCTION, INC.	0656677		<u>RECORDS DESTRUCTION TREATMENT PLANT 8/1-31/23- WATER</u>	09/01/2023	69.72	.00	20-6052 <u>CONTRACT SERVICES</u>	0	9/23		
1633	WESTERN RECORDS DESTRUCTION, INC.	0656677		<u>RECORDS DESTRUCTION TREATMENT PLANT 8/1-31/23- SEWER</u>	09/01/2023	69.72	.00	21-6052 <u>CONTRACT SERVICES</u>	0	9/23		
1633	WESTERN RECORDS DESTRUCTION, INC.	0656677		<u>RECORDS DESTRUCTION TREATMENT PLANT 8/1-31/23- P.I</u>	09/01/2023	26.56	.00	25-6052 <u>CONTRACT SERVICES</u>	0	9/23		
Total 0656677:						199.00	.00					
Total WESTERN RECORDS DESTRUCTION, INC.:						199.00	.00					
<b>WESTERN STATES EQUIPMENT CO.</b>												
98	WESTERN STATES EQUIPMENT CO.	IN002508575	16406	<u>PARTS FOR NEW 420 CAT BACKHOE, J. DURHAM, AUG. '23</u>	08/25/2023	57.91	.00	01-6142 <u>MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	9/23		
98	WESTERN STATES EQUIPMENT CO.	IN002508575	16406	<u>PARTS FOR NEW 420 CAT BACKHOE, J. DURHAM, AUG. '23- WATER</u>	08/25/2023	24.32	.00	20-6142 <u>MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	9/23		
98	WESTERN STATES EQUIPMENT CO.	IN002508575	16406	<u>PARTS FOR NEW 420 CAT BACKHOE, J. DURHAM, AUG. '23- SEWER</u>	08/25/2023	24.32	.00	21-6142 <u>MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	9/23		
98	WESTERN STATES EQUIPMENT CO.	IN002508575	16406	<u>PARTS FOR NEW 420 CAT BACKHOE, J. DURHAM, AUG. '23- P.I</u>	08/25/2023	9.27	.00	25-6142 <u>MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	9/23		
Total IN002508575:						115.82	.00					
98	WESTERN STATES EQUIPMENT CO.	IN002511026		<u>REPAIR ON CAT AT NEW YORK LIFT, AUG. '23</u>	08/29/2023	394.60	.00	21-6150 <u>M &amp; R - SYSTEM</u>	0	9/23		
Total IN002511026:						394.60	.00					
Total WESTERN STATES EQUIPMENT CO.:						510.42	.00					

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<b>WEX FLEET UNIVERSAL</b>												
2160	WEX FLEET UNIVERSAL	91463536		<u>FUEL, AUG. '23- ADMIN</u>	08/31/2023	232.45	.00	<u>01-6300 FUEL</u>	0	9/23		
2160	WEX FLEET UNIVERSAL	91463536		<u>FUEL, AUG. '23- PARKS</u>	08/31/2023	1,414.80	.00	<u>01-6300 FUEL</u>	1004	9/23		
2160	WEX FLEET UNIVERSAL	91463536		<u>FUEL, AUG. '23- BUILDING INSPECTION</u>	08/31/2023	337.47	.00	<u>01-6300 FUEL</u>	1005	9/23		
2160	WEX FLEET UNIVERSAL	91463536		<u>FUEL, AUG. '23- WATER</u>	08/31/2023	350.28	.00	<u>20-6300 FUEL</u>	0	9/23		
2160	WEX FLEET UNIVERSAL	91463536		<u>FUEL, AUG. '23- SEWER</u>	08/31/2023	713.56	.00	<u>21-6300 FUEL</u>	0	9/23		
2160	WEX FLEET UNIVERSAL	91463536		<u>FUEL, AUG. '23- P.I</u>	08/31/2023	110.81	.00	<u>25-6300 FUEL</u>	0	9/23		
Total 91463536:						3,159.37	.00					
Total WEX FLEET UNIVERSAL:						3,159.37	.00					
<b>XYLEM WATER SOLUTIONS U.S.A., INC.</b>												
1623	XYLEM WATER SOLUTIONS U.S.A., INC.	3556C87157	15797	<u>TRAIN 2. NEW MIXERS. M. NADEU. MAY '23</u>	08/21/2023	27,148.00	27,148.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	1341	9/23	09/01/2023	
Total 3556C87157:						27,148.00	27,148.00					
Total XYLEM WATER SOLUTIONS U.S.A., INC.:						27,148.00	27,148.00					
Grand Totals:						1,655,877.17	1,062,473.6					

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

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

IN THE MATTER OF THE APPLICATION OF ) **Case No. 23-07-FP**  
 )  
**HAYDEN HOMES IDAHO, LLC** )  
 ) **STAFF MEMO FOR FINAL PLAT**  
*For Ashton Estates (East) Subdivision No. 5.* ) **APPLICATION.**

**TABLE OF CONTENTS**

1. Exhibit List
2. Project Summary
3. Staff Analysis
4. Conditions of Approval



**I  
EXHIBIT LIST**

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

**1.1 Exhibits:**

<i>DESCRIPTION OF EVIDENCE</i>	Withdrawn	Refused	Admitted
1.1 STAFF MEMO			X
<a href="#">2.1 P&amp;Z APPLICATION COVERSHEET.pdf</a>			X
<a href="#">2.2 FINAL PLAT APPLICATION.pdf</a>			X
<a href="#">2.3 STATEMENT OF CONFORMANCE.pdf</a>			X
<a href="#">2.4 ORIGINAL FCO'S - APPROVED 11.04.2020.pdf</a>			X
<a href="#">2.5 FINAL PLAT.pdf</a>			X
<a href="#">2.6 CONSTRUCTION PLANS.pdf</a>			X
<a href="#">2.7 COMMON AREA MAINTENANCE AGREEMENT.pdf</a>			X
<a href="#">2.9 APPROVED LANDSCAPE PLAN.pdf</a>			X
<a href="#">2.8 AGENCY TRANSMITTAL.pdf</a>			X
<a href="#">2.10 CENTRAL DISTRICT HEALTH DEPARTMENT.pdf</a>			X
<a href="#">2.11 ADA COUNTY SURVEYOR FINAL PLAT REDLINES.pdf</a>			X

<a href="#">2.12 CENTRAL DISTRICT HEALTH DEPARTMENT.pdf</a>			X
<a href="#">2.13 CITY ENGINEERS MEMO.pdf</a>			X

**II  
PROJECT SUMMARY**

**2.1 Subject Site & General Project Details**

Description	Details
Acreage	6.84
Existing Land Use(s)	R-8 (High Density Residential)
Future Land Use Designation	High Density Residential
Proposed Land Use(s)	R-8 (High Density Residential)
Lots (No. and Type)	44 (38 single-family, 5 common, 1 shared driveway)
Number of Residential Units	38
Number of Phases	1

**2.2 Surrounding Land Uses**

Direction	Current Zone	Future Land Use Map	Development	Current Jurisdiction
North	RR (Rural Residential)	Medium Density Residential	Single-family residences with Agriculture use	Ada County
South	A (Agriculture)	Medium Density Residential; Public	Agriculture fields	Kuna
East	RR (Rural Residential)	Medium Density Residential	Single-family residence with Agriculture use	Ada County
West	R-6 (Medium Density Residential)	Medium Density Residential	Ashton Estates Subdivision	Kuna
	A (Agriculture)	Commercial	Agriculture field	Kuna

**III  
APPLICANTS REQUEST**

**3.1** Applicant requests Final Plat approval for Ashton Estates Subdivision No. 5, located at 2320 E Meadow View Road (APN: S1419244200); Section 19, Township 2 North, Range 1 East.

**IV  
GENERAL PROJECT FACTS**

**4.1 Application History**

- A.** Ashton Estates Subdivision (Case Nos. 17-04-S, 17-04-ZC) was approved by Council September 5, 2017, and the FCO’s were signed September 19, 2017.
- B.** In 2019, the Developer wished to expand on the project and applied for Ashton Estates East (Case Nos. 19-11-AN, 19-08-S) which was approved by Council October 20, 2020, with the FCO’s being signed November 4, 2020.
- C.** Due to sewer serviceability (connections) issues, the City Engineer was unable to issue a Will-Serve Letter for Ashton Estates East and the Developer was unable to submit a Phase No. 1 Final Plat in the required timeframe; therefore, the Developer applied for a Time Extension (Case No. 22-06-TE) which was approved by Council December 6, 2022.

- D.** As the Ten Mile Force Main Upgrade has recently been completed, connections are now available within the Danskin Lift Station and the project was released to proceed.

#### **4.2 Site Features**

- A.** The subject site is located within Kuna City Limits with an R-8 (High Density Residential) zone and had historically served as an empty field.
- B.** The proposed project site has been cleared of vegetation in preparation of construction and is generally flat. According to the USDA Soil Survey for Ada County, bedrock depth is estimated between 20 – 40 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 general recommendations for surface and groundwater protection practices and requirements for development of the site.

### **V**

#### **STAFF ANALYSIS**

##### **5.1 Site Layout and Dimensional Standards**

- A.** Per Kuna City Code ([KCC](#) 5-3-3), the minimum lot size for the R-8 zone is 3,300 SF; upon review, staff has determined all lots meet this requirement.
- B.** Upon review, this Final Plat request is in substantial conformance with the Preliminary Plat as approved by Council October 20, 2020 (Case Nos. 19-11-AN, 19-08-S), with the FCO's being signed November 4, 2020.

##### **5.2 Landscape, Open Space, and Fencing**

- A.** The landscape plan was approved June 15, 2021.

##### **5.3 Transportation: None**

##### **5.4 Public Works**

- A.** The City Engineer supports approval of this Final Plat request as it has previously reserved capacity within the Danskin Lift Station and is agreement City of Kuna Master Plans.

##### **5.5 Boise Project Board of Control (BPBC): None**

- 5.6 Conclusion:** Upon review, staff has determined the Final Plat for Ashton Estates (East) Subdivision No. 5 is within substantial conformance with the approved Preliminary Plat, [KCC 6-2-4](#), Comprehensive Plan Future Land Use Map (FLUM) and [Idaho Code §50-13](#).

### **VI**

#### **CONDITIONS OF APPROVAL**

##### **6.1 Staff Recommended Conditions: None**

##### **6.2 Transportation: None**

### **6.3 Site Layout & Dimensional Standards**

- A.** Developer/Owner/Applicant shall measure all front building setback from back of sidewalk on all internal local roads.
- B.** It is the responsibility of the Developer/Owner/Applicant to ensure all structures fit any given buildable lot.
- C.** Developer/Owner/Applicant shall ensure proper easements widths on all lots in accordance with [KCC 6-3-8](#), unless otherwise approved by Public Works.

### **6.4 Landscape, Open Space and Fencing**

- A.** Fencing within and around the site shall comply with [KCC 5-5-5](#) (unless specifically approved otherwise and permitted).
- B.** Developer/Owner/Applicant shall adhere to the approved Landscape Plan.
- C.** All required landscaping shall be permanently maintained in 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.
- D.** Landscaping shall not be placed within ten (10) feet of all meter pits, pressurized irrigation valves and/or ACHD underground facilities and must honor all vision triangles.
- E.** 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](#).

### **6.5 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.** 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.** The Developer/Owner/Applicant shall be required to participate, as determined by the City Engineer, in the development of additional Lift Station capacity and/or any other improvements as determined.
- F.** Verification that existing and proposed elevations match at property boundaries such that a slope burden is not imposed on adjacent properties, shall be made within the final inspection process. Final inspection shall verify that slopes are not steeper than 3:1 on lot interiors and not steeper than 4:1 on the exterior lots.

- G.** Runoff from public right-of-way is regulated by the Ada County Highway District; satisfaction of this requirement shall be verified before final project acceptance.

## **6.6 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.
  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 the standards of the city and ACHD. No public or private street construction may commence without the approval and permit from ACHD.
- 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 3<sup>rd</sup> day of October 2023.



<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

**1.2 Hearings:** The Council heard this on September 5, 2023. The FCO’s have been requested to go before the Council on September 19, 2023.

**1.3 Witness Testimony:** Those who testified at the Council’s September 5, 2023, hearing are as follows, to-wit:

- A. City Staff:**  
Troy Behunin, Senior Planner
- B. Appearing for the Applicant:**  
Mark Tate, M3 Companies, LLC, 1673 Shoreline Dr. Ste. 200 Boise, ID 83702 – Testified
- C. Appearing in Favor:**  
None
- D. Appearing Neutral:**  
None
- E. Appearing in Opposition:**  
Rebecca Simmons, 2035 E Thea Dr., Kuna, ID 83643 – Testified  
Eric Kulm, 1900 E Thea Dr., Kuna, ID 83643 – Testified

**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 Required:** Notice has been given in accordance with Kuna City Code and Idaho Statutes.
- B. Notice was published for the September 5, 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 August 16, 2023. Notice was also published on the City of Kuna website August 22, 2023.
- C. Notice for the September 5, 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 August 21, 2023.
- D. Notice for the September 5, 2023, hearing was posted on a sign in accordance with [Kuna City Code \(KCC\) 5-1A-8](#) on July 26, 2023. A Proof of Property Posting Form was provided to staff on July 27, 2023.

**3.2 Findings Regarding Annexation**

- A. The subject site is located within unincorporated Ada County and has historically been used as farm fields and agricultural purposes.
- B. The land proposed for Annexation is comprised of two (2) parcels totaling approximately 42.20 acres. The parcels are as follows:

Owner	Parcel No.	Size	Current Zone
#858 Pioner Exchange Accommodation Titleholder	R0615250567	18.82 acres	RUT (Rural Urban Transition)
Sundance Investments, LLLP	R0615251201	23.20 acres	RUT (Rural Urban Transition)

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

<b>North</b>	C-1	Neighborhood Commercial – Kuna City
	RUT	Rural Urban Transition – Ada County
<b>South</b>	RUT	Rural Urban Transition – Ada County
	RR	Rural Residential – Ada County
<b>East</b>	R-6	Medium Density Residential – Kuna City
	R-4	Medium Density Residential – Kuna City
<b>West</b>	R-4	Medium Density Residential – Kuna City
	RUT	Rural Urban Transition – Ada County

- D. If the annexation were approved, the applicant requested the following City zoning designations be assigned:

Description	Details
Acreage	42.02 Ac.
Existing Land Use(s)	A – Agriculture
Future Land Use Designation	Mixed – Use and Commercial
Proposed Land Use(s)	C-1, Neighborhood Commercial

**E.**

1. The Applicant held a Neighborhood Meeting July 6, 2022 (4 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 August 21, 2023, and a legal notice was published in the Kuna Melba Newspaper on August 16, 2023.
3. The Applicant posted a sign on the property on July 26, 2023.

**F.** 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, it was City staff’s opinion the application appeared to be in general compliance with annexation requirements.

**G.** Based on the evidence presented, does the application generally comply with the Comprehensive Plan?

1. The Comp Plan designates the property as prospective Commercial and Mixed-Use, the proposed zoning districts is C-1.
2. It was staff’s opinion that possible future development of the C-1 zone includes additional commercial and other types of development that promotes desirable and well-designed neighborhoods.
3. The City Council raised concerns with possible future applications that may bring R-20 zoning uses and its compatibility with existing neighboring uses without seeing a proposed site plan.

**H.** Can the availability of existing and proposed public services accommodate the proposed development?

1. ACHD can support future development with all Site-Specific Conditions, policies being met at that time listed in their report, which requires the Meridian Road study to be completed with a review of ITD’s conditions of approval in order to serve the development.
2. ITD can support future development with all Site-Specific Conditions being met including required mitigation improvements to serve the development.
3. Kuna School District cannot support the proposed development.

**I.** Does the proposed project consider health and safety of the public and the surrounding area’s environment?

1. With future development, connection to City services, as well as streetlights, fire hydrants, sidewalks, etc. would have been implemented as a part of any future development.
  2. No major wildlife habitats would be impacted by the proposed development.
- J.** Does the proposed Annexation constitute orderly development?
1. The subject site is located adjacent to Kuna City Limits on three sides.
  2. Subdivisions are under active construction north and southeast of the subject site.
  3. The Applicant did not submit development application (e.g. plat, PUD, etc.) with the annexation request. Therefore, it is uncertain how some of the lands would be developed in the future if the annexation application were approved.
- L.** The Applicant and/or Owner of the property have the right to request a written regulatory taking analysis.

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

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

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

- 5.1 The City of Kuna has authority to Annex lands into its boundaries pursuant to [Idaho Code §50-222](#).
- 5.2 [Idaho Code §50-222\(1\)](#) provides that:
 

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

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

**5.4** 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)

**VI  
ORDER OF DECISION  
ON APPLICATION FOR ANNEXATION**

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:

**6.1** The Annexation application (Case No. 22-15-AN) is hereby *Denied*.

**BY ACTION OF THE CITY COUNCIL** of the City of Kuna at its regular meeting held on the 19<sup>th</sup> of September 2023.

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

**RESOLUTION NO. R72-2023  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO:**

- **PROVIDING RECITALS AND FINDINGS; AND**
- **APPOINTING A NEW COMMISSIONER TO SEAT NO. 3; AND**
- **DIRECTING THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

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

**Section 1: Findings**

The Mayor and City Council of the City of Kuna recite, declare, and find that:

- 1.1 The City Council approved Resolution No. R21-2011 on the 3<sup>rd</sup> day of April, 2011 (the “Resolution”); and
- 1.2 The Resolution established the Kuna Urban Renewal Agency and provided in Section 6 *“pursuant to Idaho Code § 50-2006 (b), the Mayor is authorized and directed to appoint, with the advice and consent of the City Council, a number of commissioners of the urban renewal agency as allowed by the Law.”*; and
- 1.3 The Mayor designated five (5) seats for the Kuna Urban Renewal Agency as the number of commissioners to be appointed; and
- 1.4 The Mayor appointed and Council advised and consented with the approval of Resolution No. R09-2022, the following named persons as commissioners of the Kuna Urban Renewal Agency:
  - Commissioner Seat No. 1: Dave Case
  - Commissioner Seat No. 2: Rocco D’Orazio
  - Commissioner Seat No. 3: Winston Inouye
  - Commissioner Sear No. 4: Greg McPherson
  - Commissioner Seat No. 5: Tayler Tibbitts
- 1.5 Commissioner Seat No. 3 has become vacant due to the current commissioner moving outside of Ada County, making him ineligible for service pursuant Idaho Code § 50-2006 (3).
- 1.6 The Mayor appoints, subject to the advice and consent of the City Council as herein provided, he following named person as commissioner of the Kuna Urban Renewal Agency for the term herein set forth:

Amber Bothwell to Commissioner Seat No. 3 whose term shall commence upon written acceptance of the appointment filed with the City Clerk and which term shall expire at the commencement of new business item at the first regular meeting of the City Council in January 2026.

**Section 2: Advice and Consent of the City Council to the appointment of a new Commissioner:**

Amber Bothwell is appointed to Commissioner Seat No. 1 whose term shall commence upon written acceptance of the appointment filed with the City Clerk and which term shall expire at the commencement of new business item at the first regular meeting of the City Council in January 2026.

**Section 3: Directing the City Clerk**

**3.1** The City Clerk is directed to issue a certificate of appointment of the above-named commissioner and is directed to file this Resolution and the certificate of appointment forthwith in the official records of the City of Kuna and provide a copy thereof to the Commission member herein appointed.

**Section 4: Effective Date**

**4.1** This Resolution shall become effective upon its passage and approval.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 19<sup>th</sup> day of September, 2023.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 19<sup>th</sup> day of September, 2023.

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

ATTEST:

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

**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: EffectiveDate**

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.

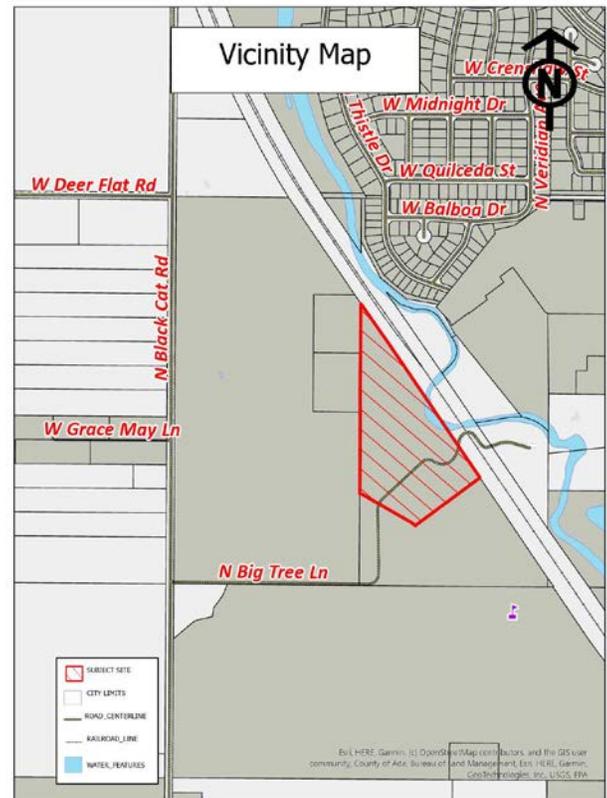
By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Its: \_\_\_\_\_

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

IN THE MATTER OF THE APPLICATIONS OF ) **Case Nos. 22-12-ZC (Rezone) and**  
 ) **22-05-CPF (Combination Preliminary**  
**VASILIIY OLEJNIK** ) **and Final Plat).**  
 )  
 ) **VASILIIY SUBDIVISION STAFF**  
 ) **MEMO.**  
*1200 N Black Cat Road, Kuna, ID*

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1. Exhibit List
2. Project Summary
3. Applicants Request
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6. Staff Analysis
7. Proposed Findings of Fact and Conclusions of Law
8. Commissions' Recommendation
9. 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="#">1.2 P&amp;Z SIGN UP SHEETS.pdf</a>			X

<a href="#">1.3 P&amp;Z MEETING MINUTES.pdf</a>			X
<a href="#">1.4 PZ FCOs SIGNED.pdf</a>			X
<a href="#">2.1 P&amp;Z APPLICATION COVERSHEET.pdf</a>			X
<a href="#">2.2 REZONE APPLICATION.pdf</a>			X
<a href="#">2.3 COMBINATION PRELIMINARY &amp; FINAL PLAT APPLICATION.pdf</a>			X
<a href="#">2.4 NARRATIVE.pdf</a>			X
<a href="#">2.5 VICINITY MAP.pdf</a>			X
<a href="#">2.6 WARRANTY DEED.PDF</a>			X
<a href="#">2.7 AFFIDAVIT OF LEGAL INTEREST.pdf</a>			X
<a href="#">2.8 LEGAL DESCRIPTION.pdf</a>			X
<a href="#">2.9 NEIGHBORHOOD MEETING CERTIFICATION.pdf</a>			X
<a href="#">2.10 COMMITMENT TO PROPERTY POSTING.pdf</a>			X
<a href="#">2.11 SUBDIVISION NAME RESERVATION.pdf</a>			X
<a href="#">2.12 PRELIMINARY PLAT.pdf</a>			X
<a href="#">2.13 FINAL PLAT.pdf</a>			X
<a href="#">2.14 EMAIL REQUESTING AGENCY COMMENTS 2.16.23.pdf</a>			X
<a href="#">2.15 PUBLIC WORKS.pdf</a>			X
<a href="#">2.30 PARKS AND REC DEPARTMENT.pdf</a>			X
<a href="#">2.16 ADA COUNTY HIGHWAY DISTRICT.pdf</a>			X
<a href="#">2.17 ADA COUNTY DEVELOPMENT SERVICES.pdf</a>			X
<a href="#">2.18 BOISE PROJECT BOARD OF CONTROL.pdf</a>			X
<a href="#">2.19 CENTRAL DISTRICT HEALTH.pdf</a>			X
<a href="#">2.20 NAMPA MERIDIAN IRRIGATION DISTRICT.pdf</a>			X
<a href="#">2.21 IDAHO TRANSPORTATION DEPARTMENT.pdf</a>			X
<a href="#">2.22 KMN PROOF OF PUBLICATION P&amp;Z.pdf</a>			X
<a href="#">2.23 LEGAL NOTICE MAILER P&amp;Z.pdf</a>			X
<a href="#">2.24 P&amp;Z PROOF OF WEBSITE PUBLISH.pdf</a>			X
<a href="#">2.25 PROOF OF PROPERTY POSTING.pdf</a>			X
<a href="#">2.26 PROOF OF KMN PUBLISH.pdf</a>			X
<a href="#">2.27 PROOF OF LEGAL NOTICE MAILER.pdf</a>			X
<a href="#">2.28 PROOF OF PROPERTY POSTING CC.pdf</a>			X
<a href="#">2.29 WEBSITE PUBLISH CC.pdf</a>			

## II PROJECT SUMMARY

Description	Details
Acreage	15.56
Existing Land Use(s)	Agriculture
Future Land Use Designation	Medium Density Residential
Proposed Land Use(s)	Low Density Residential
Lots (No. and Type)	3 Residential Lots
Number of Residential Units	3
Number of Phases	1
Net Density (Dwelling Units per Acre)	0.19

**III  
APPLICANTS REQUEST**

- 3.1** Applicant requests Rezone and Combo Plat approval for 1200 N Black Cat Road, in Section 22, Township 2 North, Range 1 West (APN: S1322244220).

**IV  
PROCESS AND NOTICING**

- 4.1** Kuna City Code (KCC), [1-14-3](#) states that Rezones, and Combination Plats 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: November 29, 2022 (0 Attendees)
  - B.** Agency Comments Request: February 16, 2023
  - C.** 300 FT Legal Mailer Notice: September 1, 2023
  - D.** Kuna Melba News Newspaper: September 1, 2023
  - E.** Site Posted: July 18, 2023

**V  
GENERAL PROJECT FACTS**

**5.1 Site Features**

- A.** The subject site (APN; S1322244220) is in City Limits and zoned Agriculture and has historically been used as a single residence and small Agricultural purposes.
- B.** The proposed project site currently has vegetation consistent with that of a residential and small agriculture lot. The site has an estimated average slope of 2.00 – 2.90%. 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, health or safety conflicts beyond being in the Nitrate Priority Area. Idaho Department of Environmental Quality (DEQ) has provided recommendations for surface and groundwater protection practices and requirements for development of the site.

**5.2 Surrounding Land Uses**

<b>North</b>	R-6 RR	Medium Density Residential – Kuna City Rural Residential – Ada County
<b>South</b>	A	Agricultural – Kuna City
<b>East</b>	RR	Rural Residential – Ada County
<b>West</b>	A	Agricultural – Kuna City

**VI  
STAFF ANALYSIS**

**6.1 Ada County Highway District**

- A.** See the Ada County Highway District Reports by [CLICKING HERE](#).

## 6.2 Idaho Transportation

- A. The Idaho Transportation Department (ITD) has no comments on the project.

## 6.3 COMPASS

- A. No comments.

## 6.4 Pathways and Trails Master Plan

- A. The Pathways Master Plan Map indicates a future trail or, pathway on the east side of the site.
- B. Following Kuna City's Pathway Master Plan, Staff recommends an easement, or a reservation at least be placed on the plat for a possible future pedestrian pathway on the east/northeast boundary line for the 1,400 plus feet of Indian Creek frontage through this subdivision.
- C. Staff recommends the applicant not be conditioned to improve the 20' easement/preservation, only to keep all buildings and future structures away from, or otherwise obstruction free for the first 20 feet from the east boundary line in order to preserve the ability to have a pedestrian pathway placed at some point at the City's Park and Recreation Departments expense.
- D. This property is essential to the Pathway Mater Plan by connecting other segments being proposed for this area.

## 6.5 Site Layout and Dimensional Standards

- A. The applicant proposes to subdivide this parcel into three (3) separate new lots.
- B. Private driveways shall be designed in accordance with [KCC 6-4-2-B.8](#).
- C. All dimensional standards are in compliance with [KCC 5-3-3](#).

## 6.6 Parking

- A. The Applicant shall provide at least two (2) off street parking spots for each single-family residential unit in accordance with [KCC 5-9-3](#).

## 6.7 Open Space

- A. This project is exempt from providing usable open space according to [KCC 5-17-12-D](#).

## 6.8 Fencing

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

## 6.9 Public Works

- A. According to Exhibit 2.15, Public Works staff conditionally supports the Vasiliy Subdivision and states this project does not have access to City utilities and plans to use individual wells and septic systems until City utilities are available.

- B.** The P&Z Staff agrees with the City Engineers decision to support this request for individual well and on-site septic systems until City utilities are available.

### **6.10 Comprehensive Plan Analysis**

- A.** 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 of larger additional Residential lots in the city follows the City Goals of diverse and adequate Residential options for the residents.*

### **6.11 Conclusion:**

Upon review, staff finds the request for Rezone and Combo Plat to be in compliance with [KCC Title 5](#) and [Title 6](#); [\(I.C.\) § 67-65](#) and [§50-13](#); and the Kuna Comprehensive Plan; and should the Council approve Case Nos. 22-12-ZC and 22-05-CPF, the Applicant shall be subject to the Conditions of Approval listed in Section “X” (10) 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 November 29, 2022 (0 Attendees) attended the meeting in accordance with I.C. and KCC. (+)

- B.** Legal Mailer Notices were mailed out to residents within 300-feet of the proposed project site on September 1, 2023, and a legal notice was published in the Kuna Melba Newspaper on September 1, 2023, in accordance with I.C. and KCC. (+)
- C.** The Applicant posted a sign on the property on July 18, 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 design requirements and with public improvement requirements, objectives and considerations listed in Kuna City Code Title 5 and Title 6, if the sewer infrastructure improvements recommended by the Public Works Department are completed. (+)
- 7.3** Based on the evidence presented, does the application generally comply with the Comprehensive Plan?
- A.** The Comp Plan designates the property as Medium Density Residential, the proposed zoning district is R-6. (+)
- B.** The proposed development includes additional housing types and sizes promotes large lots and desirable and well-designed neighborhoods. (+)
- 7.4** Can the availability of existing and proposed public services accommodate the proposed development?
- A.** ACHD can support the development with Site-Specific Conditions of approval being satisfied. (+)
- B.** ITD requires no mitigation improvements to serve the development. (+)
- C.** Each lot will rely upon individual on-site septic systems. (+)
- D.** Each lot will rely upon individual on-site well-water. (+)
- 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 not be implemented with this project. (+)
- B.** No major wildlife habitats will be impacted by the proposed development. (+)

- 7.7 Does the proposed application constitute orderly development?
- A. The proposed subject site is located within Kuna City Limits and tis currently zoned “A”. (+)
- B. Subdivisions are under active construction east and southeast of the subject site. (+)
- 7.8 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 4-0-0 to recommend approval of Case Nos. 22-12-ZC and 22-05-CPF to Council, for the Rezone and Combination Preliminary & Final Plat request at 1200 N Black Cat Road, May 9, 2023.

## IX PROPOSED COUNCIL’S ORDER OF DECISION

*Note: These motions are for the **Approval, Conditional Approval or Denial** of the Rezone and Combination Preliminary and Final Plat applications. 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 Nos. 22-12-ZC and 22-05-CPF, 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 Rezone and Combination Preliminary and Final Plat applications subject to the following Conditions of Approval:

### 9.1 Staff Recommended Conditions

- A. Future home(s) shall double-plumb in preparation for sewer and potable water as it becomes available in the future, as Staff is aware of other Subdivision applications in the near vicinity.
- B. Applicant shall place a 20 foot easement on the plat for a possible future pedestrian pathway on the east/northeast boundary line for the 1,400 plus feet of Indian Creek frontage through this subdivision.

### 9.2 Transportation

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

### 9.3 Rezone

- A. The Applicant requests a Rezone of the subject property from Agriculture to the R-6 zone district.

### 9.4 Site Layout, Dimensional Standards and Parking

- A. The Applicant requests Combo Plat approval to divide the subject parcel in order to create two additional residential building lots for a total of three new lots. Private driveways shall be designed in accordance with [KCC 6-4-2-B.8](#).
- B. The applicant proposes to subdivide this parcel into three (3) separate new lots.
- C. All dimensional standards appear to be in compliance with [KCC 5-3-3](#).

### 9.5 Landscape, Open Space and Fencing

- A. This project is exempt from providing usable open space according to [KCC 5-17-12-D](#).

### 9.6 Public Works

- A. 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. The Applicant shall be subject to [KCC 5-16-4](#).

### 9.7 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.
  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 the 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 19<sup>th</sup> day of September 2023.

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

IN THE MATTER OF THE APPLICATION OF ) **Case No. 23-01-OA**  
 )  
**THE CITY OF KUNA** )  
 )  
 )  
 )  
*For an Ordinance Amendment to combine* ) **STAFF MEMO FOR ORDINANCE**  
*Title 5 and Title 6 of Kuna City Code.* ) **AMENDMENT APPLICATION.**

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1. Exhibit List
2. Process and Noticing
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4. Staff Analysis
5. Proposed Findings of Fact and Conclusions of Law
6. Commission’s Recommendation

**I  
EXHIBIT LIST**

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

**1.1 Exhibits:**

<i>DESCRIPTION OF EVIDENCE</i>	<i>Withdrawn</i>	<i>Refused</i>	<i>Admitted</i>
1.6 STAFF MEMO			X
<a href="#">1.2 P&amp;Z COMISSION SIGN IN SHEETS.pdf</a>			X
<a href="#">1.3 P&amp;Z COMMISSION FCO'S.pdf</a>			X
<a href="#">1.4 P&amp;Z COMMISSION MINUTES.pdf</a>			X
<a href="#">2.1 P&amp;Z APPLICATION COVERSHEET.pdf</a>			X
<a href="#">2.2 ORDINANCE AMENDMENT APPLICATION.pdf</a>			X
<a href="#">2.3A KCC TITLE 5 &amp; 6 REWRITE DRAFT REDLINES.pdf</a>			X
<a href="#">2.3B KCC TITLE 5 &amp; 6 REWRITE DRAFT.pdf</a>			X
<a href="#">2.4 OPEN HOUSE MATERIALS AND COMMENTS.pdf</a>			X

<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="#">2.14 COUNCIL 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 and 19, 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 19<sup>th</sup> day of September 2023.

# CITY OF KUNA

State of Idaho

## *Proclamation*

### *DOMESTIC VIOLENCE AWARENESS MONTH PROCLAMATION*

WHEREAS, Domestic violence is defined as abusive behavior in a personal relationship that gives one member control and power over another through physical, emotional, sexual, economic or psychological actions or threats; and

WHEREAS, An estimated one in four women and one in seven men will face domestic abuse in their lifetime, and in 2022 there were 5,104 calls for service related to domestic violence and sexual assault in Ada County; and

WHEREAS, A range of services and programs exist throughout the Treasure Valley providing safety, healing and freedom from domestic abuse and sexual assault including forensic exams and medical care, secure shelters, court advocacy, counseling, childcare, as well as case management; and,

WHEREAS, The City of Kuna is an important partner with the Women's and Children's Alliance and Faces of Hope to provide a safety net of crisis services and create a community where individuals thrive in safe, healthy relationships.

NOW, ***THEREFORE, BE IT RESOLVED*** that I, Joe L. Stear, Mayor of the City of Kuna, Idaho, do hereby join national and local officials in proclaiming October as

## DOMESTIC VIOLENCE AWARENESS MONTH

IN WITNESS WHEREOF,  
I set my hand on this the 19<sup>th</sup> day of September  
in the year of two thousand and twenty-three.

---

Joe L. Stear  
Mayor of Kuna, Idaho



**CITY OF KUNA**  
**P.O. BOX 13**  
**KUNA, ID 83634**  
[www.kunacity.id.gov](http://www.kunacity.id.gov)

## MEMO

**Date:** September 19, 2023  
**From:** Morgan Treasure, Economic Development Director  
**To:** Kuna City Council  
**RE:** First Amended and Reformed Infrastructure Agreement ( Brisbie LLC)

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City Council Members,

Staff has been working closely with representatives from Brisbie LLC to update the original infrastructure agreements, approved in December of 2021, between the City and Brisbie, LLC to reflect the reduced water and wastewater capacities needed to operate the new data center design. The proposed amendments keep the ordinal agreement terms with minor changes and updated plans to reflect these reduced capacities.

### **Key terms:**

Per Section 2.1, Brisbie, at the company's sole cost, is responsible for the design, construction and dedication to the City of certain water and wastewater infrastructure with capacities sufficient to serve the data center project's water and wastewater service demands. The updated infrastructure plans are shown in Exhibit B, including an additional 8.4-acre area reserved to Brisbie for future infrastructure needs. The City retains and may use the remaining land.

The property acquired by Brisbie for the wastewater infrastructure has already been conveyed to the City at no charge, as approved in Resolution No 37-2023. In Section 2.2, the City agrees to provide Brisbie temporary construction access to the property to construct the infrastructure per the easement agreement in Exhibit C.

Section 2.3 describes the process for Brisbie to provide, and for the City to review and accept, the plans and the dedication of the constructed water and wastewater infrastructure. Per Section 2.4, after acceptance of the infrastructure, as water is brought into use within the project, Brisbie will dedicate water rights associated with that use to the City.

Per Section 3.2, if Brisbie terminates the Agreement before dedicating the infrastructure to the City, then Brisbie must promptly remediate any hazardous or unsafe conditions, and the City may demand Brisbie remove any undedicated infrastructure improvements from the City property.

**RESOLUTION NO. R71-2023**

**CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA:**

- **SETTING FORTH CERTAIN PURPOSES;**
- **AUTHORIZING THE MAYOR TO EXECUTE THE INFRASTRUCTURE AGREEMENT BETWEEN THE CITY OF KUNA AND BRISBIE, LLC**
- **DIRECTING THE CITY CLERK; AND**
- **SETTING AN EFFECTIVE**

**DATE. Section 1. Findings**

The City Council of the City of Kuna finds that it is in the best interest of the City of Kuna to enter into that certain Agreement entitled "First Reformed Infrastructure Agreement" for the reasons stated therein.

- 1.1** The City Council approved Resolution No. R66-2021 on the 22nd day of December, 2021 (the "Resolution"); and
- 1.2** Due to a redesign in the data center project, the agreements have been amended to reflect reduced water and wastewater needs

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

**Section 2. Authority**

The Mayor is hereby authorized to execute the "First Amended and Reformed Infrastructure Agreement", by and between the City of Kuna and Brisbie LLC, a copy of the agreement is attached hereto marked "**EXHIBIT A**", subject to the terms and conditions stated therein, and to execute all ancillary documents, if any are required, in order to facilitate the City's performance of its obligations under the Infrastructure Agreement."

**Section 3. Directing the City Clerk**

The Clerk is hereby directed to file this Resolution forthwith in the official records of this City; and to certify this resolution to Brisbie LLC.

**Section 4. Effective Date**

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

**PASSED BY THE COUNCIL** of Kuna Idaho this 19th day of September, 2023.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 19th day of September, 2023.

Joe L. Stear, Mayor

ATTEST:

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Chris Engels, City Clerk

INB2821210



## FIRST AMENDED AND REFORMED INFRASTRUCTURE AGREEMENT

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

### RECITALS

- A. The Company owns the Subject Real Property.
- B. The Company is in the process of establishing and constructing the Project on the Subject Real Property.
- C. The Parties entered into the original Infrastructure Agreement on the 22<sup>nd</sup> day of December, 2021 to provide for the planning, design and construction of certain infrastructure improvements intended to provide water and wastewater services to the Project and to other surrounding property.
- D. Since the date of the original Infrastructure Agreement the Company has made changes to the Project's original planning, design and construction, which changes affect the terms and conditions of the original Infrastructure Agreement; and
- E. The Parties have negotiated the needed amendments to the original Infrastructure Agreement, which amendments are set forth in this Agreement; and
- F. The City finds that developments such as the Project and the planning, design, construction and dedication to the City of water and wastewater infrastructure improvements to be in the public interest of its citizens and thus desires to encourage and cooperate with the Project development and infrastructure improvements.

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



## SECTION 1 DEFINITIONS

- 1.1 **“City”** Means and refers to the City of Kuna, an Idaho Municipal Corporation and Party to this Agreement.
- 1.2 **“City Engineer”** Means and refers to the City Engineer and the City Engineer’s designee.
- 1.3 **“Company”** Means and refers to Brisbie LLC, a Delaware limited liability company (together with its affiliates and their respective successors and assigns) and Party to this Agreement.
- 1.4 **“Company’s Engineer”** Means and refers to the professional engineer who meets the requirements of Idaho Code Section 54-1218 designated by the Company to perform the professional engineering services required of the Company pursuant to this Agreement.
- 1.5 **“Director”** Means and refers to the City Public Works Director and the City Public Works Director’s designee.
- 1.6 **“Effective Date”** Means and refers, upon full execution of this Agreement, to the date this Agreement takes effect, delineated by the date entered by the Parties in the preamble of this Agreement.
- 1.7 **“First Amended and Reformed Water and Wastewater Service Agreement”** means and refers to that certain First Amended and Reformed Water and Wastewater Service Agreement by and between the Company and the City for the provision by the City of water and wastewater services to the Project.
- 1.8 **“Force Majeure Event”** Means and refers to a matter beyond the reasonable control of the Party to perform (excluding unfavorable economic conditions), including: acts of God, including earthquakes, fire, floods, tornadoes, hurricanes and extreme weather conditions; acts of terrorism; financial and/or banking crises that limit normal extensions of credit; civil disturbances; discovery of hazardous materials; and acts of the United States of America or the State of Idaho.
- 1.9 **“Project”** Means and refers to, the design, construction and use of a large-scale project improvements and facilities upon the Subject Real Property, that may include multiple phases of design and construction, extending over a period of years to house, be used, operated, maintained and replaced from time to time for: one or more data centers and/or other facilities used to; house, computer systems and associated components, such as telecommunications and storage systems, cooling systems, power supplies and systems for managing property performance (including generators), and equipment used for the transformation, transmission, distribution and management of electricity (including substations), internet-related equipment, data communications connections, environmental controls and security devices, structures and site features; and as well as certain accessory uses or buildings located on the Subject Real Property; and other related or associated uses, buildings or structures such as utility buildings, structures, improvements and



appurtenances located on, adjacent or near the Subject Real Property that are reasonably related to the data center(s).

- 1.10 **“Subject Real Property”** Means and refers to that certain real property located in Ada County, Idaho, legally described and graphically depicted in *Exhibit A*.

## SECTION 2 INFRASTRUCTURE IMPROVEMENTS

- 2.1 **Infrastructure Improvements.** The Company, at the Company’s sole cost and expense, and with the City’s cooperation, shall complete planning, design, construction and dedication to the City of certain Water Infrastructure (as hereinafter defined) and Wastewater Infrastructure (as hereinafter defined), which will have capacities to serve the Company’s projected Water and Wastewater Project demands, as will be required pursuant to the First Amended and Reformed Water and Wastewater Service Agreement, and which will be designed and constructed in a manner that enables the City to extend and enlarge the system in order to provide connections and services to other real properties (the “Infrastructure Improvements”) pursuant to the following terms:
- 2.1.1 Water Infrastructure. The Company shall, subject to the City’s legal right, pursuant to a valid operating permit or other authority or approval issued to the City by the Idaho Department of Water Resources, in accordance with the provisions of this Agreement, plan, design and construct, at the Company’s sole cost and expense, a potable water system that consists of wells, one or more water storage tanks, and water conveyance system (“Water Infrastructure”) that shall be dedicated to the City upon completion. Proposed utility installations are shown generally in *Exhibit B* and more specifically in *Exhibit B-1* attached hereto. Upon completion, the Company shall prepare, and submit to the City, Water Infrastructure construction drawings and specifications that designate the number and location of wells and water storage tanks and the general location of the water transmission and distribution system that will service the Project.
- 2.1.2 Wastewater Infrastructure. The Company shall, in accordance with the provisions of this Agreement, plan, design and construct, at the Company’s sole cost and expense, a wastewater treatment system that consists of domestic storage ponds and lagoons for treatment of domestic sewage and industrial discharge, land-application facilities, and sewer conveyance system (“Wastewater Infrastructure”) that shall be dedicated to the City upon completion. Proposed utility installations are shown generally in *Exhibit B* and more specifically in *Exhibit B-2* attached hereto, which remain subject to change based on the permitting process with the City and the Idaho Department of Environmental Quality.
- 2.1.2.1 Upon completion, the Company shall prepare and submit to the City Wastewater Infrastructure construction drawings and specifications that designate the location of the treatment facilities and sewer conveyance piping that will service the Project.



2.1.2.2 The City shall reserve for the Company's future use as potential additional wastewater treatment facilities the 8.4 acres of land marked as the "Reserved Area" on *Exhibit B-2*. At such time as the Company decides to proceed with development of additional wastewater treatment facilities on the Reserved Area, the Company shall provide written notice to the City; thereafter, development of any new facilities on the Reserved Area shall proceed substantially in accordance with the same terms as described in the Infrastructure Agreement as amended, and the City shall grant to the Company any necessary construction easement.

**2.2 Access to City Property.** Some or all of the Infrastructure Improvements may be constructed on land owned by the City. To accommodate such construction, the City agrees to grant to the Company access to the City property for the purposes stated herein. The Parties have entered into a Temporary Construction Easement Agreement, dated effective December 21, 2021 and recorded in the records of Ada County as Instrument No. 2021-1278909, which has been extended and may be extended further pursuant to its terms.

**2.3 Design, Construction, and Dedication Acceptance.** The Company shall design, construct and dedicate, and the City shall accept dedication of, the Infrastructure Improvements as follows:

2.3.1 The Company shall not commence construction and installation of the Infrastructure Improvements until the Director, upon advice of the City Engineer, has approved the Infrastructure Improvements construction drawings and specifications.

2.3.2 The Infrastructure Improvements shall be designed by the Company's Engineer at the Company's expense and shall include design specifications that will provide for service capacities sufficient to satisfy the Company's needs for the Project.

2.3.3 The Company shall obtain City approval of the Infrastructure Improvements plans in accordance with the following process:

2.3.3.1 The Company's Engineer shall provide the construction drawings and specifications to the City Engineer for review and the Director's approval with sufficient information about the nature and volume of the Company's projected Project water service needs and projected Project wastewater discharge that will allow the City to provide adequate Project water service and provide for the City's receipt of the Project's discharges into the Wastewater Infrastructure improvements.

2.3.3.2 The City Engineer and the Director shall timely complete review of the construction drawings and specifications and reply to the Company's Engineer no later than fourteen (14) Business Days after submittal. Replies shall either:

- request additional time and/or information; or





- 2.3.5.2 The Director shall timely complete inspection and provide notice to the Company, no later than five (5) Business Days after the Company's completion notice, providing the Director's approval or, for any item not approved, specific comments on necessary corrections to comply with the approved construction drawings and specifications.
- 2.3.5.3 Upon the Company's Engineer's notice to the Director that any necessary corrections have been completed, the City Engineer shall then timely complete inspection and provide notice to the Company's Engineer, no later than five (5) Business Days after the City Engineer's inspection of the City Engineer's approval or disapproval together with specific comments on necessary corrections to comply with the approved construction drawings and specifications.
- 2.3.5.4 So long as the Infrastructure Improvements are, subject to the City Engineer's verification, constructed in accordance with the approved construction drawings and specifications and applicable City or Idaho Standards for Public Works Construction, the Director shall approve the construction. The Company's Engineer shall provide notice to the City Engineer of any items that were not approved but were not specifically disapproved by the Director, per the process and timeframe described in this Section 2.3.5. The Director shall then have five (5) Business Days to approve, or disapprove any item together with specific comments on necessary corrections to comply with approved construction drawings and specifications. Any items not disapproved shall be deemed approved.
- 2.3.5.5 Upon approval of the Infrastructure Improvements completed construction, the Director (or if the Director fails to act then the Company) shall promptly report such approval to City Council for the City Council's action to accept the Company's dedication of the completed Infrastructure Improvements.
- 2.3.6 Upon the City's acceptance of the Infrastructure Improvements, the City shall perpetually own, operate, and maintain the system at the City's sole cost and expense.
- 2.3.7 The Company will require that its contractor for construction of the Infrastructure Improvements will use personnel and subcontractors who are appropriately licensed to do the work and will warrant to the Company that all work will (a) be free from any material defect that is not inherent in the work required or permitted; (b) be free from any charge, encumbrance, lien or other security interest by, from our through the contractor to the fullest extent permitted by applicable laws; and (c) comply with the then current applicable laws, industry standards and manufacturers' requirements, recommendations and guidelines. The Company



shall assign to the City any warranties received from the contractor and from any manufacturers, contractors or suppliers in connection with the Infrastructure Improvements.

- 2.3.8 The Company shall provide the City with “as built” drawings of the constructed Infrastructure Improvements. The Company shall not provide any warranty regarding the condition of the Infrastructure Improvements and, upon acceptance of the Infrastructure Improvements, by the City the Company shall have no further obligations regarding the condition or maintenance of the Infrastructure Improvements, other than its obligation to pay the City’s water and wastewater utility service fees for service to the Project.
- 2.3.9 The Director shall notify the Company in the event the Director has any knowledge of any fact, circumstance or pending law, regulation, order or directive that would or might cause a reduction in the permitted discharge of the Wastewater Infrastructure’s approved design discharge capacity.
- 2.4 **Water Rights.** Following the City’s acceptance of the Infrastructure Improvements, as water is brought into use within the Project, the Company shall convey to the City, at no cost to the City, the water rights associated with such water use. The City shall assist the Company in securing any necessary water right transfers, changes in water right ownership, or other processes with the Idaho Department of Water Resources.
- 2.5 **New or Amended Permits.** The Company and the City recognize and acknowledge that the construction, operation, or ownership of the Infrastructure Improvements may require (i) issuance of one or more permits or other authorization from one or more state or federal agencies, including without limitation those identified in *Exhibit D* attached hereto (collectively, “Permits”); (ii) amendment or revision of one or more existing Permits held by the City; (iii) written notice to one or more state or federal agencies pursuant to an existing Permit held by the City; or (iv) some other action related to a Permit. If Permits are required to be amended or new Permits issued before the Infrastructure Improvements are dedicated to the City—for example and without limitation, review and approval of engineering construction drawings and specifications—the City shall cooperate with the Company in timely obtaining such Permits prior to dedication. Upon dedication, the City shall be solely and fully responsible for (x) amending, obtaining, holding and maintaining any existing Permits as necessary to allow the lawful construction, ownership, and operation of the Infrastructure Improvements; (y) providing any notices required under any existing City Permit; and (z) taking any other action, the City is authorized by law to take and which is required by any Permit to allow the lawful construction, operation, and ownership of the Infrastructure Improvements.
- 2.6 **Easements.** Notwithstanding any current or future City requirements, the Company, at its sole cost and expense, shall only be required to grant easements to the City that the Parties agree, in the infrastructure approval process provided in Section 2.3.2, Section 2.3.3 and Section 2.3.5 of this Agreement, are reasonably necessary for the City’s acceptance of the Infrastructure Improvements. These easements shall be recorded by the City and shall be shown on the construction drawings.



### SECTION 3 TERM OF AGREEMENT

- 3.1 **Term.** The term of this Agreement (the “Term”) shall commence on the Effective Date and terminate on the earlier of (i) the date that the Company delivers to the City notice of a termination, or (ii) the date that the Infrastructure Improvements are accepted by the City Council, provided that Section 2.1.2.2 shall survive until any additional wastewater treatment facilities on the Reserved Area are accepted by the City Council.
- 3.2 **Remediation.** If the Company terminates the Agreement prior to City acceptance of the Infrastructure Improvements, then the Company must promptly remediate any hazardous or unsafe conditions as required by the Idaho Department of Environmental Quality and by any other public agency with jurisdiction standards or requirement that may be present as a result of the Company’s partial construction of the Infrastructure Improvements and the City shall have no obligation to accept any of the Infrastructure Improvements and may demand the Company to remove any undedicated Infrastructure Improvements placed within City real property or easements.

### SECTION 4 DEFAULT AND REMEDIES

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

### SECTION 5 MISCELLANEOUS

- 5.1 **Recitals.** The recitals of this Agreement are material terms hereof and shall be binding upon the Parties.
- 5.2 **Notice.** Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight

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delivery service by a reliable company, such as Federal Express or United States Parcel Service. Until further notification by written notice in the manner required by this Section 5.2, notices to the Parties shall be delivered as follows:

City: City of Kuna  
 ATTN: Public Works & Economic Development Directors  
 751 W. 4th Street  
 Kuna, Idaho 83634

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

With a copy to:

Brisbie, LLC  
 Attn: Data Center Portfolio Manager  
 1 Hacker Way  
 Menlo Park, CA 94025

And with a copy to:

Brisbie, LLC  
 Attn: Data Center Counsel  
 1 Hacker Way  
 Menlo Park, CA 94025

With respect to any notice given in the manner described above, the Party giving such notice shall also send the notice by email to the email address(es) of the recipient Party set forth above; however, simply sending an email(s) shall not be deemed sufficient service of a notice in accordance with this Agreement. If notice is given by U.S. Certified Mail, then the notice shall be deemed to have been given on the second (2nd) Business Day after the date the envelope containing the notice is deposited in the U.S. Mail, properly addressed to the Party to whom it is directed, postage prepaid. Notice made by personal delivery or overnight delivery shall be deemed given when received. The Parties, by written notice given to the other, may designate any further or different names or addresses to which all notices or other communications shall be sent without said further or different names or addresses being considered amendments to this Agreement.

- 5.3 Assignment.** The Company may assign its rights and obligations under this Agreement to any (i) affiliate controlling, controlled by or under common control with the Company (and upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations hereunder) or (ii) subsequent owner of all or any portion of the Property. If the Company sells the Property in its entirety and assigns its rights and obligations hereunder to its successor in title to the Property, then the Company shall be relieved of all of its covenants, commitments and obligations thereafter to be performed as required by this Agreement. The City shall not have the right to assign its rights and obligations under



this Agreement. The Company shall provide written notice to the City of any assignment (including a conformed written copy of the assignment).

- 5.4 **Entire Agreement.** This Agreement, including all Exhibits attached hereto, contains the entire agreement between the Parties regarding the subject matter hereof, and all prior or contemporaneous communications or agreements between the Parties or their respective representatives with respect to the subject matter herein, whether oral or written, are merged into this Agreement and extinguished. No agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. If any term or provision of this Agreement or any application thereof shall be unenforceable, the remainder of this Agreement and any other application of any such term or provision shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Law. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party. It is the Parties' collective intention to encourage, promote and aid the Project so that the opportunities and positive community impacts of the Project are fully realized by the City, its citizens and the Company.
- 5.5 **Waivers.** Neither Party may waive any condition or breach of any representation, term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other representation, term, condition or covenant or of any subsequent breach of the same or of any other representation, term, condition or covenant of this Agreement.
- 5.6 **Governing Law.** This Agreement is governed by and shall be construed in accordance with the laws of the State of Idaho. Any action brought in connection with this Agreement shall be brought exclusively in the federal court of Idaho, except in the limited instance where said federal court does not have jurisdiction over the applicable dispute, in which case venue shall instead lie in the Fourth District Court of the State of Idaho.
- 5.7 **Interpretation.** The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable section of this Agreement or Exhibit attached hereto; and all Exhibits attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words "including", "such as" or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific terms, statements or matters, unless language of limitation, such as "and limited



to” or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such term, statement or matter.

- 5.8 **Counterparts.** This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.
- 5.9 **Business Days.** As used herein, the term “Business Day” shall mean a day that is not a Saturday, Sunday or legal holiday in the State of Idaho.
- 5.10 **Effect on Other Vested Rights.** This Agreement does not abrogate any rights established or preserved by any applicable Law, or by any other agreement or contract executed by the City and the Company in connection with the Project, or that have vested or may vest pursuant to common law or otherwise.
- 5.11 **Confidential Information.** The Company may designate any trade secrets or confidential business information included in any report or other writing delivered to the City pursuant to or in connection with this Agreement by any method intended to clearly set apart the specific material that the Company claims to be either its trade secrets or confidential business information that, if released, would give an advantage to competitors or result in unfair competitive injury to the Company (such information, collectively, “Confidential Business Information”). For the avoidance of doubt, data and information related to the Company’s actual or projected consumption or usage of all or any portion of the Reservations shall be deemed Confidential Business Information. The City shall redact or delete any Confidential Business Information from any records it makes available for inspection or of which it provides copies. Within two (2) Business Days following the City’s receipt of any request to inspect or obtain copies of public records relating to this Agreement or the Project, the City shall provide written notice of the same to the Company a copy of the request, which notice shall include a copy of such request. The City shall not allow inspection or provide copies of any such records until the Company shall have had not less than ten (10) Business Days (following and excluding the day on which the Company receives such notice) to determine whether to contest the right of any party to inspect or receive copies of such records. Any such action to enjoin the release of Confidential Business Information may be brought in the name of the Company or the City. The costs, damages, if any, and attorneys’ fees in any proceeding commenced by the Company or at its request by the City to prevent or enjoin the release of Confidential Business Information in any public records relating to this Agreement or the Project shall be borne by the Company.
- 5.12 **Attorneys’ Fees.** In the event any Party shall file suit or action at law or equity to interpret or enforce this Agreement, the provisions of Idaho Code Section 12-117, or any subsequent amendment or recodification of the same, shall apply to the determination of the prevailing Party and the award of reasonable attorney’s fees, witness fees and other reasonable expenses. The provisions of this Section 5.12 shall survive the termination of this



Agreement and the entry of any judgment and shall not merge or be deemed to have merged into any judgment.

- 5.13 Further Assurances.** Upon the request of the other Party, each Party agrees to (i) furnish to the other Party such requested information, (ii) execute and deliver to the other Party such requested documents and (iii) do such other acts and things reasonably required for the purpose of carrying out the intent of this Agreement.
- 5.14 Compliance with Laws.** In connection with the negotiation and performance of this Agreement, the City, on behalf of itself and the City's contractors, represents and warrants that they have complied and covenants that they shall comply with all applicable laws, rules, and regulations including anti-corruption legislation and that they have used and shall use only legitimate and ethical business practices. The goods/funds/services the Company will be providing do not require the Company to submit a bid or otherwise participate in any government's standard procurement process or to undertake any other obligations of the procurement rules and regulations governing the City.
- 5.15 No Third Party Beneficiaries.** The only parties to this Agreement are the City and the Company. There are no third party beneficiaries under this Agreement, and except for assignees and successors-in-interests to either Party, this Agreement shall not be construed to benefit or be enforceable by any other party whatsoever.
- 5.16 Waiver of Jury Trial.** EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS EVIDENCE OF SUCH WAIVER.
- 5.17 Force Majeure.** If due to the occurrence of a Force Majeure Event a Party is unable to meet any obligation hereunder, then the deadline for performing such obligation shall be automatically extended for the period of time the Force Majeure Event continues; provided that such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances of such Force Majeure Event affecting its performance or to complete performance in as timely a manner as is reasonably possible.
- 5.18 Original Infrastructure Agreement Superseded:** This Agreement supersedes, amends and reforms the original Infrastructure Agreement.

[Signatures appear on following page]

INB2821210



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

**CITY:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Mayor

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Clerk

**COMPANY:**

Brisbie LLC,  
a Delaware limited liability company

By: Paul Clements  
Paul Clements (Aug 29, 2023 13:47 PDT)  
Name: Paul Clements  
Title: Authorized Representative

INB2821210



## EXHIBIT A

### Legal Description of Subject Real Property

Nicholson Parcel :

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

and

Brisbie/Idaho Power Lot Line Adjustment, Parcel A:

A parcel of land situated in a portion of Section 31, Township 2 North, Range 2 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows: **BEGINNING** at the Southwest Corner of said Section 31, thence following the westerly line of said Section 31, North 0°27'47" East a distance of 2,656.49 feet to the West One Quarter Corner of said Section 31; Thence following the westerly line of said Section 31, North 0°27'07" East a distance of 652.98 feet; Thence leaving said westerly line, South 89°00'34" East a distance of 671.03 feet; Thence North 0°27'07" East a distance of 668.27 feet to a point on the northerly line of Government Lot 2 of said Section 31; Thence following said northerly line, South 89°06'35" East a distance of 726.72 feet to the Northeast Corner of said Government Lot 2; Thence leaving said northerly line and following the easterly line of said Government Lot 2, South 0°35'28" West a distance of 1,323.68 feet to the Southeast Corner of said Government Lot 2; Thence leaving said easterly line and following the northerly line of the Southwest One Quarter of said Section 31, South 88°57'43" East a distance of 1,307.04 feet to the Center One Quarter Corner of said Section 31; Thence leaving said northerly line and following the easterly line of said Southwest One Quarter of Section 31, South 0°24'46" West a distance of 1,325.87 feet to the Northwest Corner of the Southwest One Quarter of the Southeast One Quarter of said Section 31; Thence leaving said easterly line and following the northerly line of said Southwest One Quarter of the Southeast One Quarter of Section 31, South 88°47'54" East a distance of 1,318.72 feet to the Northeast Corner of said Southwest One Quarter of the Southeast One Quarter of Section 31; Thence leaving said northerly line and following the easterly line of said Southwest One Quarter of the Southeast One Quarter of Section 31, South 0°07'25" West a distance of 1,329.94 feet to the Southeast Corner of said Southwest One Quarter of the Southeast One Quarter of Section 31; Thence leaving said easterly line and following the southerly line of said Section 31, North 88°38'41" West a distance of 1,325.47 feet to the South One Quarter Corner of said Section 31; Thence following the southerly line of said Section 31, North 89°03'14" West a distance of 2,703.89 feet to the **POINT OF BEGINNING**.

and

INB2821210

Collias Parcels:

## PARCEL I:

Lot 4 (NW¼NW¼) of Section 6, Township 1 North, Range 2 East, Boise Meridian, Ada County, Idaho. LESS AND EXCEPTING that portion deeded to Ada County Highway District in Warranty Deed recorded May 3, 1972, as Instrument No. 804792, Ada County, Idaho.

## PARCEL II:

Lot 5 (SW¼NW¼) of Section 6, Township 1 North, Range 2 East, Boise Meridian, Ada County, Idaho. LESS AND EXCEPTING that portion deeded to Ada County Highway District in Warranty Deed recorded May 3, 1972, as Instrument No. 804792, Ada County, Idaho.

and

Brisbie Parcel:

## PARCEL 3:

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

PARCEL B RECORD OF SURVEY 10795 RECORDED JANUARY 30, 2017, AS INSTRUMENT NO. 2017009059, BEING A PORTION OF GOVERNMENT LOT 1, GOVERNMENT LOT 2 AND 3, SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS; COMMENCING AT AN ALUMINUM CAP MARKING THE NORTHEAST CORNER OF SECTION 6; THENCE

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

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

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

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

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

INB2821210



SOUTH 89°25'26" EAST, COINCIDENT WITH THE NORTH LINE OF SAID GOVERNMENT LOT 3, A DISTANCE OF 1324.71 FEET TO A 1/2" REBAR MARKING THE NORTH QUARTER CORNER OF SAID SECTION 6; THENCE SOUTH 89°00'46" EAST, COINCIDENT WITH THE NORTH LINE OF GOVERNMENT LOT 2 AND 1, A DISTANCE OF 2250.75 FEET TO A 5/8" REBAR; THENCE SOUTH 0°05'21" WEST PARALLEL WITH THE SAID EAST LINE OF SECTION 6, A DISTANCE OF 545.00 FEET TO A 5/8" REBAR; THENCE SOUTH 89°00'46" EAST, PARALLEL WITH SAID NORTH LINE OF GOVERNMENT LOT 1, A DISTANCE OF 400.00 FEET TO THE POINT OF BEGINNING.

LESS AND EXCEPTING:

PARCEL B OF ROS 11735, RECORDED AS INSTRUMENT NO. 2019015763, BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 6 FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 6 BEARS SOUTH 89°00'46" EAST, 2,650.75 FEET; THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 6 SOUTH 89°00'46" EAST, 1,348.00 FEET TO THE REAL POINT OF BEGINNING. THENCE CONTINUING ALONG SAID NORTH BOUNDARY LINE SOUTH 89°00'46" EAST, 902.76 FEET; THENCE LEAVING SAID NORTH BOUNDARY LINE SOUTH 00°05'21" WEST, 545.00 FEET; THENCE SOUTH 89°00'46" EAST, 400.00 FEET TO A POINT ON THE EAST BOUNDARY LINE OF SAID SECTION 6; THENCE ALONG SAID EAST BOUNDARY LINE SOUTH 00°05'21" WEST, 2,107.72 FEET TO THE EAST QUARTER CORNER OF SAID SECTION 6; THENCE THE EASTWEST CENTERLINE OF SAID SECTION 6 NORTH 89°17'57" WEST, 1,302.66 FEET; THENCE LEAVING SAID EASTWEST CENTERLINE NORTH 00°05'21" EAST, 2,659.23 FEET TO THE REAL POINT OF BEGINNING.

and

PVA Parcel:

PARCEL B of ROS 11735, recorded as Instrument No. 2019015763, being a portion of the Northeast quarter of Section 6, Township 1 North, Range 2 East, of the Boise Meridian, Ada County, Idaho being more particularly described as follows: Commencing at the North 1/4 corner of said Section 6 from which the Northeast corner of said Section 6 bears South 89°00'46" East, 2,650.75 feet; thence along the North boundary line of said Section 6 South 89°00'46" East, 1,348.00 feet to the REAL POINT OF BEGINNING. thence continuing along said North boundary line South 89°00'46" East, 902.76 feet; thence leaving said North boundary line South 00°05'21" West, 545.00 feet;

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thence South 89°00'46" East, 400.00 feet to a point on the East boundary line of said Section 6;  
 thence along said East boundary line South 00°05'21" West, 2,107.72 feet to the East 1/4 corner of said Section 6;  
 thence along the East-West centerline of said Section 6 North 89°17'57" West, 1,302.66 feet;  
 thence leaving said East-West centerline North 00°05'21" East, 2,659.23 feet to the REAL POINT OF BEGINNING.

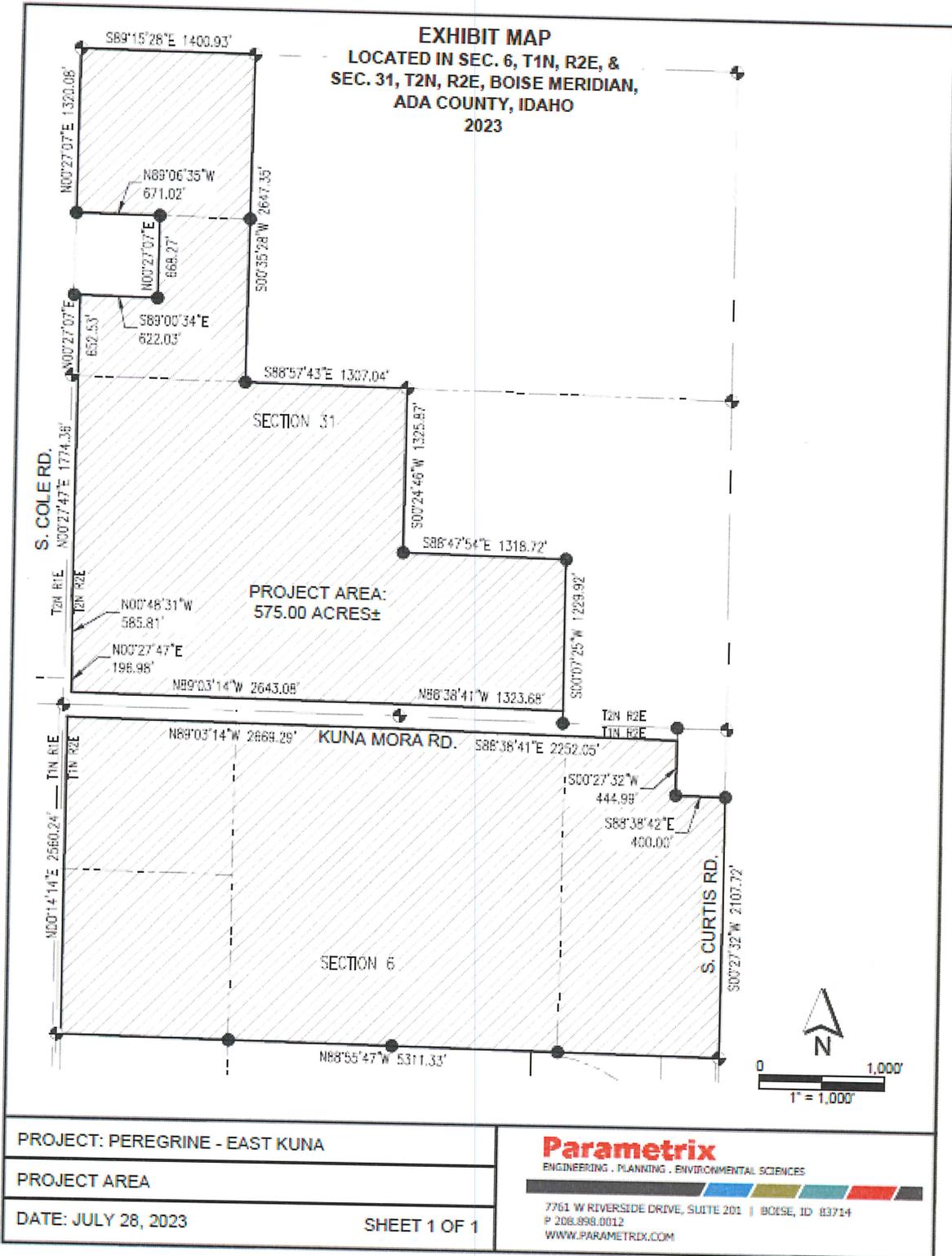
**Excepting Therefrom:**

ACHD Roadway dedication for Cole & Kuna Mora Roads:

A parcel of land situated in a portion of Section 31, Township 2 North, Range 2 East, and a portion of Section 6, Township 1 North, Range 2 East, Boise Meridian, City of Kuna, Ada County, Idaho, being more particularly described as follows:

**BEGINNING** at the Southwest Corner of said Section 31, thence following the westerly line of said Section 31, North 0°27'47" East a distance of 2,656.49 feet to the West One Quarter Corner of said Section 31;  
 Thence following the westerly line of said Section 31, North 0°27'07" East a distance of 652.98 feet;  
 Thence leaving said westerly line, South 89°00'34" East a distance of 49.00 feet;  
 Thence South 0°27'07" West a distance of 652.53 feet;  
 Thence South 0°27'47" West a distance of 1,774.36 feet;  
 Thence South 0°48'31" East a distance of 585.81 feet;  
 Thence South 0°27'47" West a distance of 196.98 feet;  
 Thence South 89°03'14" East a distance of 2,643.08 feet;  
 Thence South 88°38'41" East a distance of 1,323.68 feet to a point on the easterly line of the Southwest One Quarter of the Southeast One Quarter of said Section 31;  
 Thence following said easterly line, South 0°07'25" West a distance of 100.02 feet to the Southeast Corner of said Southwest One Quarter of the Southeast One Quarter;  
 Thence leaving said easterly line and following the southerly line of said Section 31, South 88°38'41" East a distance of 925.37 feet;  
 Thence leaving said southerly line, South 0°27'32" West a distance of 100.01 feet;  
 Thence North 88°38'41" West a distance of 2,252.05 feet;  
 Thence North 89°03'14" West a distance of 2,669.29 feet to a point on the easterly right-of-way line of South Cole Road;  
 Thence following said easterly right-of-way line, North 0°14'14" East a distance of 100.01 feet to a point on the said southerly line of Section 31;  
 Thence following said easterly right-of-way line and said southerly line, North 89°03'14" West a distance of 33.00 feet to the **POINT OF BEGINNING**.

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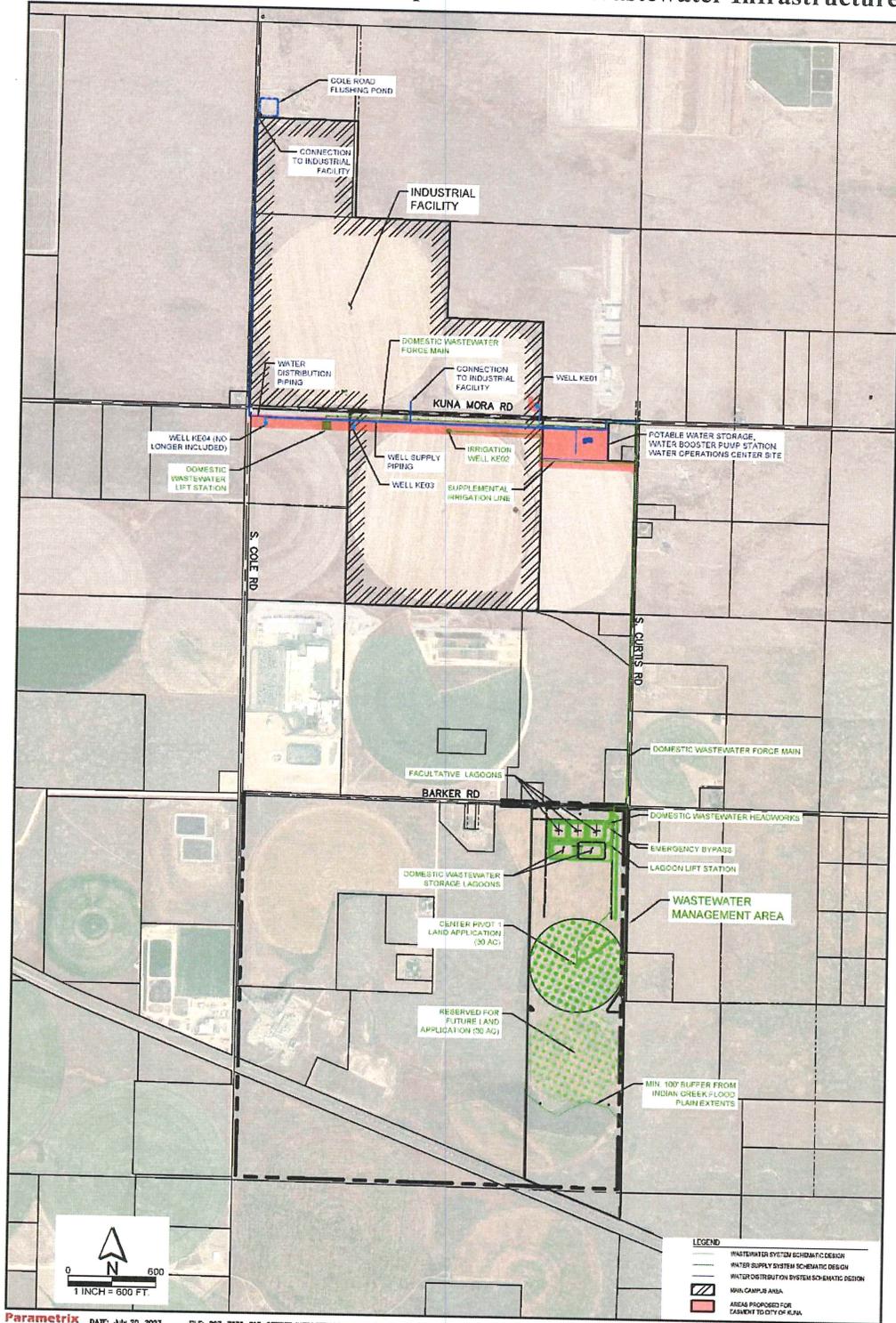
PROJECT: PEREGRINE - EAST KUNA	SHEET 1 OF 1
PROJECT AREA	
DATE: JULY 28, 2023	

**Parametrix**  
 ENGINEERING . PLANNING . ENVIRONMENTAL SCIENCES

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



# EXHIBIT B Proposed Utility Installation Map – Water and Wastewater Infrastructure



Parametrix DATE: July 20, 2023 FILED: 287-7878-013-OFFSITE INFRASTRUCTURE MAP (V2023-07-18)

## KUNA EAST - OFFSITE INFRASTRUCTURE MAP



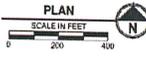
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### EXHIBIT B-2 Proposed Utility Installation Map – Wastewater Infrastructure



Parametrix DATE: July 20, 2023 11:40 AM, 5:10 PM



### WASTEWATER MANAGEMENT AREA AND LAND APPLICATION KUNA EAST INFRASTRUCTURE

C-1



**EXHIBIT C**  
**Permits**

- 1) Idaho Department of Water Resources (IDWR)
  - a) Water rights
    - To be amended to reflect ownership, authorized use, authorized place of use, and other information as needed
  - b) Drilling Permit(s)
    - As needed to drill new wells
- 2) Idaho Department of Environmental Quality (IDEQ)
  - a) Public Drinking Water System authorization
    - IDEQ to review and approve plans for construction or material alteration of public drinking water system
    - IDEQ to issue public water system number and authorization to serve
  - b) Wastewater reuse permit
    - Wastewater reuse permit required for land-application of effluent. City's existing permit could be amended to include new land-application facilities.
  - c) Wastewater system approvals
    - IDEQ to review and approve plans for construction of wastewater treatment system
  - d) NPDES/IPDES permit
    - The City's IPDES permit requires written notice of planned physical alterations or additions to a permitted facility if, among other things, the alteration or addition results in a significant change to sludge use or disposal practices
  - e) Stormwater permits
    - Coverage under Construction General Permit required for construction activities that disturb more than 1 acre
- 3) City of Kuna
  - a) Building permit(s)
  - b) Structural
  - c) Mechanical
  - d) Electrical
  - e) Water and wastewater conveyance approvals
  - f) Plumbing
- 4) Ada County Highway District (ACHD)
  - a) Driveway Approach Permit



**CITY OF KUNA**  
**P.O. BOX 13**  
**KUNA, ID 83634**  
[www.kunacity.id.gov](http://www.kunacity.id.gov)

## MEMO

**Date:** September 19, 2023  
**From:** Morgan Treasure, Economic Development Director  
**To:** Kuna City Council  
**RE:** First Amended and Reformed Water and Wastewater Agreement ( Brisbie LLC)

---

City Council Members,

Staff has been working closely with representatives from Brisbie LLC to update the original water and wastewater agreements, approved in December of 2021, between the City and Brisbie, LLC to reflect the reduced water and wastewater capacities needed to operate the new data center design. This agreement describes how the City will provide water and wastewater services to Brisbie, LLC once the infrastructure has been constructed and dedicated to the City. The proposed amendments keep the original agreement terms with minor changes and updated plans to reflect these reduced capacities.

### Key terms:

Per Sections 2 and 3, following Brisbie's construction and City's acceptance of the water infrastructure and wastewater infrastructure, the City will provide water and wastewater service to the data center project in the capacities described in Exhibit B. If the project requires any water or wastewater service that exceeds the capacity of the constructed water and wastewater infrastructure, then Brisbie is responsible for obtaining any required additional water rights and for the design, construction and dedication to the City of any additional infrastructure.

Sections 4 and 5 describe the importance of a continuous water supply and describes measures the parties will take to ensure a consistent supply of water, minimize supply interruptions, and provide notice of any downtime for emergencies or repairs.

Per Section 6, the City will commence a rate study and adopt service rates that are reflective of actual cost of service for appropriate classes of uses. A preliminary rate study was performed by Keller & Associates, as required by the Department of Environmental Quality, as part of the permitting process for the water and wastewater systems. The City is currently working with the project engineering staff to update that study to reflect the redesign so that the rates can be established and approved at the time of the system dedication.

Section 7 describes the process by which Brisbie may include additional properties that are adjacent to the project area into the scope of the Agreement if those properties are annexed and added to the project development agreement to serve the project. Per Section 9, if Brisbie adds any additional phases to the

data center project, then the City agrees to provide additional water and wastewater service to the Project with the understanding that the City may require Brisbie to (i) acquire and transfer to the City additional water rights as needed to serve the additional phases and (ii) pay to the City the proportionate share of costs to expand the water or wastewater system as needed to serve the additional phases.

**RESOLUTION NO. R73-2023****CITY OF KUNA, IDAHO****A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KUNA:**

- **SETTING FORTH CERTAIN PURPOSES;**
- **AUTHORIZING THE MAYOR TO EXECUTE THE INFRASTRUCTURE AGREEMENT BETWEEN THE CITY OF KUNA AND BRISBIE, LLC**
- **DIRECTING THE CITY CLERK; AND**
- **SETTING AN EFFECTIVE**

**DATE. Section 1. Findings**

The City Council of the City of Kuna finds that it is in the best interest of the City of Kuna to enter into that certain Agreement entitled "First Reformed Water and Wastewater Agreement" for the reasons stated therein.

- 1.1** The City Council approved Resolution No. R67-2021 on the 22nd day of December, 2021 (the "Resolution"); and
- 1.2** Due to a redesign in the data center project, the agreements have been amended to reflect reduced water and wastewater needs

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

**Section 2. Authority**

The Mayor is hereby authorized to execute the "First Amended and Reformed Infrastructure Agreement", by and between the City of Kuna and Brisbie LLC, a copy of the agreement is attached hereto marked "**EXHIBIT A**", subject to the terms and conditions stated therein, and to execute all ancillary documents, if any are required, in order to facilitate the City's performance of its obligations under the Infrastructure Agreement."

**Section 3. Directing the City Clerk**

The Clerk is hereby directed to file this Resolution forthwith in the official records of this City; and to certify this resolution to Brisbie LLC.

**Section 4. Effective Date**

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

**PASSED BY THE COUNCIL** of Kuna Idaho this 7th day of December, 2021.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 7th day of December, 2021.

---

Joe L. Stear, Mayor

ATTEST:

---

Chris Engels, City Clerk



## FIRST AMENDED AND REFORMED WATER AND WASTEWATER SERVICE AGREEMENT

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

### RECITALS

- A. The City has City Authority.
- B. The Company owns the Subject Real Property and is in the process of establishing and constructing the Project on the Subject Real Property.
- C. The Parties entered into the original Water and Wastewater Service Agreement on the 22<sup>nd</sup> day of December, 2021 to provide for water and wastewater services to the Project and to other surrounding property.
- D. Since the date the original Water and Wastewater Service Agreement was entered into, the Company has made changes to the Project’s original planning, design and construction, which changes affect the terms and conditions of the original Water and Wastewater Service Agreement; and
- E. The Parties have negotiated the needed amendments to the original Water and Wastewater Service Agreement, which amendments are set forth in this Agreement; and
- F. City finds developments such as the Project to be in the public interest of its citizens and thus desires to encourage and aid the Project in order to recruit the Project to the City.
- G. Development of the Project will require a substantial, long-term commitment of capital and resources of the Company, as well as the careful integration of public capital facilities, construction schedules and the phasing of the development of the Project, in order for the Project to be successful, both for the Company and the City. The Company is unwilling to risk such capital and resources without sufficient assurances from the City that adequate, reliable Water and Wastewater services are provided at reasonable rates and will be available to the Project in accordance with the terms and conditions of this Agreement.
- H. Upon the Effective Date, the City owns and operates within its municipal limits a potable Water system and a municipal sanitary and Wastewater system. The City does not currently have Water or Wastewater infrastructure to provide Water or receive and dispose of Wastewater to serve the Project.



- I. The Parties have provided for the construction and dedication of certain Water Infrastructure and Wastewater Infrastructure pursuant to the Infrastructure Agreement that will enable the City to provide Water and Wastewater services to the Project.
- J. Following City's acceptance of the Water Infrastructure and Wastewater Infrastructure, City will perpetually own, operate, and maintain (i) the City's existing Water system; together with the Water Infrastructure; and together with any repairs, improvements and additions thereto and updates and replacements thereof (collectively, the "Water System"); and (ii) the City's existing Wastewater treatment system; together with the Wastewater Infrastructure; and together with any repairs, improvements and additions thereto and updates and replacements thereof (collectively, the "Wastewater System", and together with the Water System, the "Systems").
- K. The City desires to provide, and the Company desires to obtain, Water and Wastewater service to the Project through the Systems, on the terms and conditions set forth herein. In addition, the Parties desire to confirm the availability of, and to reserve for the Company, Water and Wastewater service for the Project, as the same may be expanded or modified, of a quantity and quality that will support continuous, uninterrupted operation of the Project, as more particularly described herein, so as to induce the Company to develop the Project on the Subject Real Property, and to construct and dedicate to the City the Water Infrastructure and Wastewater Infrastructure, in reliance on such availability and reservation.

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

## SECTION 1 DEFINITIONS

- 1.1 "City" Means and refers to the City of Kuna, an Idaho Municipal Corporation and Party to this Agreement.
- 1.2 "City Authority" Means and refers to the following:
- 1.2.1 The City has authority, pursuant to I.C. §§ 50-323 and 50-1030, to establish, create, develop, maintain and operate domestic water systems; and to acquire, by purchase or otherwise, waterworks plants and water supply; and to construct, enlarge, extend, repair, alter and improve a City sanitary sewerage and domestic water systems, and to acquire by gift or purchase lands or rights in lands or water rights in connection therewith, including easements, rights-of-way, contract rights, and to provide methods of collections and penalties, including denial of service for nonpayment of City rates, fees, tolls or charges for the services provided by those systems; and



- 1.2.2 The City has exercised its authority to and has created, developed, maintains and operates domestic water and sanitary sewerage systems which the City administers, maintains and regulates pursuant to Title 8, Kuna City Code, and by its adopted policies.
- 1.3 **“Company”** Means and refers to Brisbie LLC, a Delaware limited liability company (together with its affiliates and their respective successors and assigns), and Party to this Agreement.
- 1.4 **“Effective Date”** Means and refers, upon full execution of this Agreement, to the date this Agreement takes effect, delineated by the date entered by the Parties in the preamble of this Agreement.
- 1.5 **“Enforcement Notice”** Means and refers to any notice of violation, directive or order issued to the City in connection with the City’s operation or management of the Water Infrastructure and/or the Wastewater Infrastructure and the services these systems provide to the Project.
- 1.6 **“First Amended and Reformed Infrastructure Agreement”** Means and refers to that certain agreement by and between the City and the Company, titled First Amended and Reformed Infrastructure Agreement and dated as of the Effective Date.
- 1.7 **“First Amended and Reformed Project Development Agreement”** Means and refers to that certain agreement by and between the City and the Company, titled First Amended and Reformed Project Development Agreement and dated March 7, 2023.
- 1.8 **“Force Majeure Event”** Means and refers to a matter beyond the reasonable control of the Party to perform (excluding unfavorable economic conditions), including: acts of God, including earthquakes, fire, floods, tornadoes, hurricanes and extreme weather conditions; acts of terrorism; financial and/or banking crises that limit normal extensions of credit; civil disturbances; discovery of hazardous materials; and acts of the United States of America or the State of Idaho.
- 1.9 **“M-1 Development Agreement”** Means and refers to that certain agreement by and between the City, GC Kuna Land, L.C. and KC Gardner Company, L.C., which governs the development of the Subject Real Property.
- 1.10 **“Party’s Notice Designee”** Means and refers to a Party’s agent designated to receive notice, as identified in *Exhibit C*, which the Parties will complete and provide to the other Party prior to City’s acceptance of the Water Infrastructure and Wastewater Infrastructure, pursuant to Section 11.3 of this Agreement.
- 1.11 **“Project”** Means and refers to, the design, construction and use of a large-scale project improvements and facilities upon the Subject Real Property, that may include multiple phases of design and construction, extending over a period of years to house, be used, operated, maintained and replaced from time to time for: one or more data centers and/or other facilities used to; house, computer systems and associated components, such as telecommunications and storage systems, cooling systems, power supplies and systems for



managing property performance (including generators), and equipment used for the transformation, transmission, distribution and management of electricity (including substations), internet-related equipment, data communications connections, environmental controls and security devices, structures and site features; and as well as certain accessory uses or buildings located on the Subject Real Property; and other related or associated uses, buildings or structures such as utility buildings, structures, improvements and appurtenances located on, adjacent or near the Subject Real Property that are reasonably related to the data center(s).

- 1.12 **“Service Interruption”** Means and refers to (i) with respect to the Water System, a failure of the Water System to supply to the Project the volume of Water reserved under the Reservations for any period of time, or (ii) with respect to the Wastewater System, a failure of the Wastewater System to maintain the capacity reserved under the Reservations for any period of time.
- 1.13 **“Service Notice”** means and refers to any notice from the City to the Company’s Service Designee.
- 1.14 **“Subject Real Property”** Means and refers to that certain real property located in Ada County, Idaho, legally described and depicted in *Exhibit A*.
- 1.15 **“Water”** Means and refers to potable water.
- 1.16 **“Water Infrastructure”** Means and refers to the Water system that consists of wells, one or more water storage tanks, and water conveyance system, as described in the Infrastructure Agreement.
- 1.17 **“Wastewater”** Means and refers to water-carried wastes including treatable wastes.
- 1.18 **“Wastewater Infrastructure”** Means and refers to the Wastewater treatment system that consists of a wastewater treatment plant headworks for treatment of domestic sewage, a lagoon system for treatment of industrial discharge and secondary treatment of domestic sewage, any necessary land-application facilities, and sewer conveyance system, as described in the Infrastructure Agreement.

## SECTION 2

### AVAILABLE WATER AND WASTEWATER CAPACITY

- 2.1 **Availability.** Following the Company’s construction and City’s acceptance of the Water Infrastructure and Wastewater Infrastructure, Water and Wastewater service will be available to the Subject Real Property. The existing Water and Wastewater service shall remain available to the Subject Real Property during the of construction and operation of the Project. The Company shall not be obligated to use any portion of the Water Infrastructure or Wastewater Infrastructure service or Reservations or required to commence or complete construction of any portion of the Project.
- 2.1.1 In the event the Company requires any Water and/or Wastewater service beyond the capacity of the Company’s constructed Water Infrastructure and Wastewater



Infrastructure, it shall be responsible for obtaining any required additional water rights and for the planning, design, construction and dedication to the City of any Water Infrastructure and/or Wastewater Infrastructure required to provide any increase of Water and/or Wastewater service.

- 2.2 **Quality.** Following the Company's construction and City's acceptance of the Water Infrastructure and Wastewater Infrastructure, the City will have the ability to provide Water and Wastewater services through the Systems to the Subject Real Property of a quality (i) not less than that provided to other residential and industrial customers and (ii) at least as is required by (a) all applicable local, state and federal laws and regulations (collectively, "Laws") and (b) all permits or other approvals issued to the City to provide Water and Wastewater service (such quality, the "Required Quality").
- 2.3 **Water System.** Following the Company's construction and City's acceptance of the Water Infrastructure, the City's Water System:
- 2.3.1 The City will have capacity to serve the Company's projected Water demand, as outlined in *Exhibit B*; and
- 2.3.2 The City will have the legal right, pursuant to a valid operating permit or other authority or approval issued to the City by the Idaho Department of Water Resources and subject to drinking water standards of the Idaho Department of Environmental Quality to take in up to the volume of gallons equal to the capacity of the Water Infrastructure (the "Permitted Intake") for treatment as potable water (the "Permitted Water Use"); and
- 2.3.3 Except for any applicable limitations of the water permit issued by the Idaho Department of Water Resources and any drinking water standards of the Idaho Department of Environmental Quality, the City has no knowledge of any fact, circumstance or pending law, rule, regulation, order or directive that would or might cause a reduction in the Permitted Intake or limit the Permitted Water Use; and
- 2.3.4 The City will not cap the amount of Water usage for its customers under normal operating conditions.
- 2.4 **Wastewater System.** Following the Company's construction and City's acceptance of the Wastewater Infrastructure, the City's Wastewater System will have capacity to serve the Company's projected Wastewater demand as outlined in *Exhibit B*.
- 2.4.1 The City will have the legal right, pursuant to a valid Idaho Discharge Elimination System Permit and valid reuse wastewater permit issued to the City by the Idaho Department of Environmental Quality to accommodate the Project's Wastewater discharge equal to the capacity of the Wastewater Infrastructure (the "Permitted Discharge").
- 2.4.2 The Wastewater System, with the Wastewater Infrastructure, shall have the design capacity and capability to receive industrial discharges of the type generated by the Project.



- 2.4.3 The City has reviewed sufficient information provided by the Company, pursuant to the Infrastructure Agreement, about the Company's proposed Project Water and Wastewater use, the nature and volume of the Company's proposed discharge to the Wastewater System, and the Company's capacity design specifications for the Wastewater Infrastructure, and has made the determination that the Company is not a "Significant Industrial User" and will not be required to engage in any pretreatment for the City to accept the Project's Wastewater discharge. The City agrees that no pretreatment (including as of the Effective Date any pretreatment required by the Clean Water Act, the U.S. Environmental Protection Agency or the Idaho Department of Environmental Quality) of such types of discharges shall be required, and any requirements of the Kuna City Code (the "Code") approved by the City subsequent to the Effective Date to the contrary are hereby waived. For the avoidance of doubt, all references herein to Wastewater service shall include the discharge and treatment of Wastewater. As used herein, "Significant Industrial User" shall have that meaning set forth in 40 CFR 403.3(v) and "pretreatment" shall have that meaning set forth in IDAPA 58.01.25.010.
- 2.4.4 The City has no knowledge of any fact, circumstance or pending law, regulation, order or directive that would or might cause a reduction in the Permitted Discharge.
- 2.4.5 If pretreatment of Wastewater is required because the Company changes its operations at the Project such that there is a material change to the quality of any discharged Wastewater from the Project, or as a result of a material change in Laws, other than Laws promulgated by the City, governing pretreatment of Wastewater discharges from the Project, then the Company and the City shall meet and confer to reasonably determine if modifications to this Agreement are required. If the Parties cannot reach an agreement on whether modifications are needed to this Agreement, the Parties shall (within ten (10) Business days after such meet and confer) appoint a mutually agreeable independent third party with the requisite technical expertise to determine whether the Company is, in fact, subject to any pretreatment obligation. The Parties shall meet with such third party within 10 Business days after his/her selection.
- 2.5 **Fire Capacity.** Following the Company's construction and City's acceptance of the Water Infrastructure, the Water System will have, and shall have at all times during the Term (as defined below), the capacity to deliver a minimum of 2500 gallons of water per minute for duration of no less than two (2) hours (or 300,000 gallons) whichever comes first to the Project to supply water to load the Project's sprinkler system and to supply water to the Project in the event of a fire and shall meet all applicable fire codes.

### SECTION 3 CAPACITY RESERVATIONS

- 3.1 **Systems Capacity Reservations.** Following the Company's construction and City's acceptance of the Water Infrastructure and Wastewater Infrastructure, the Systems will have sufficient capacity to provide Water and Wastewater service to, and receive Wastewater from, the Project as the Project develops, thus ensuring that the Company may



operate and expand the Project as it sees fit from time to time. The City shall guarantee and reserve for the Company's continuous use at all times during the Term the Water Capacity Reservation and the Wastewater Capacity Reservation, as defined in *Exhibit B* (collectively, the "Reservations"). Upon acceptance of the Water Infrastructure and Wastewater Infrastructure, the City shall allocate the Reservations for the Company's exclusive use and shall subtract the Reservations from its calculations of available capacity. The Reservations and the Water and Wastewater services provided hereunder shall at all times meet or exceed the Required Quality. The Reservations shall be continuously available to the Company at all times from and after the City's acceptance of the Water Infrastructure and Wastewater Infrastructure. Upon written request of either Party, the Parties shall review the Reservations every year during the Term to determine whether a reduction or increase in the Reservations is appropriate and to plan services for the Project; provided, however, that no reduction in the Reservations shall be made without the prior written consent of the Company.

- 3.2 **Water Pressure.** At all times, except during usage for fire suppression, the Water Capacity Reservation shall be available to serve the Project at the property line for the Subject Real Property, or other location agreed upon by the Parties, at a pressure between 60 and 80 pounds per square inch.

#### SECTION 4 REDUNDANT SYSTEMS; CONTINGENCY PLANS

- 4.1 **Redundant Systems.** The City acknowledges and agrees that the Company requires an uninterrupted supply of Water and Wastewater service, as set forth in *Exhibit B*, to the Project. Subject to the terms and conditions of this Agreement, the Company may establish redundant and/or back up Water and Wastewater resources to serve the Project in accordance with applicable Laws, and the City hereby consents to the same. If the Company elects to establish redundant and/or backup Water sources by (i) drilling wells on the Subject Real Property or in connection with the Project or (ii) collecting rainwater on the Subject Real Property or in connection with the Project, the City shall not object to such establishment, including the installation, construction or maintenance of infrastructure and equipment in connection therewith, subject to the Company's compliance with applicable Laws, provided that if the Company's use of such redundant or alternative Water source will negatively impact the City's ability to maintain and operate the Water Infrastructure serving the Project, such as by reducing service fees below operating costs, then the City and the Company will work together to mitigate such impacts. If the redundant system requires connection to any City System, then the City has the right to review and approve any such connection pursuant to City ordinances.
- 4.2 **Water Resiliency and Efficiency Initiatives.** If the Company elects to establish independent, redundant and/or back up Water and Wastewater treatment resources and/or reuse of discharge water, or other advanced water efficiency measures, the City shall not object to such establishment, including the installation, construction and maintenance of infrastructure and equipment in connection therewith, subject to the Company's compliance with applicable Law, provided that if the Company's use of such redundant or alternative treatment will negatively impact the City's ability to maintain and operate the



Wastewater Infrastructure serving the Project, such as by reducing service fees below operating costs, then the City and the Company will work together to mitigate such impacts. If the redundant system requires connection to any City System, then the City would have the right to review and approve pursuant to City ordinances.

## SECTION 5 WATER SUPPLY AND SEWER SERVICE PRIORITY

- 5.1 Nature of Operation of Project.** The City acknowledges and agrees that the nature of the operation of the Project requires continuous and uninterrupted Water and Wastewater services. In the event of a Water shortage, the City agrees to meet and consult with the Company to discuss the impact of such Water shortage on the Project and to determine options for providing continuous and uninterrupted use by the Project of the Reservations. No consumption measures or limitations arising from such shortages shall apply to the Project, unless required by clear and critical public health conditions and applicable Law. If any Water shortage or Wastewater curtailment is declared, the City will prioritize Water supply to services affecting public health, welfare and safety, including hospitals and booster stations. Thereafter, given that the Company constructed and dedicated the Water Infrastructure and Wastewater Infrastructure, and given the seniority of the water rights the Company acquired and dedicated to the City to serve the Project, all at the Company's sole expense, the City shall prioritize Water supply and Wastewater service to the Company above all other customers whose service is from the same portions of the Systems serving the Subject Real Property.
- 5.2 Water Supply.** The City represents and warrants to the Company that the Company's intended use of Water in connection with the Project will not violate any requirements of the Code. The City covenants that (i) the monthly allocation of Water to the Company shall not be lowered except as set forth below, (ii) the City shall not limit or otherwise reduce or discontinue the flow of Water to the Project unless necessary to provide sufficient potable drinking water for the imminent protection of the health and safety of the citizens served by the Systems, and then only upon reasonable notice to the Company, and (iii) if the City enacts or amends any Water shortage or Wastewater curtailment ordinances and such ordinances create classifications of Water and Wastewater customers, the Project shall receive the classification with no lower priority for Water usage than any other customer of the Water System (other than services affecting public health, welfare and safety, including hospitals, booster stations and well priority dates), it being understood that the Project would not be located in the municipal limits of the City without the agreements set forth in this Agreement and that the Company currently intends to lawfully expend substantial funds in reliance on the Reservations and the Company has acquired a continuous right in the Reservations. The Company and the City will work together through regular coordination and communication to mitigate any Water shortage.
- 5.3 Repairs; Maintenance.** Due to the critical, 24 hours per day, 7 days per week operation of the Project, the City shall, at its sole cost and expense (other than the charges for actual services used by the Project), keep and maintain the portions of the Systems that serve the Project and related supporting infrastructure in good working condition and repair. Notwithstanding anything to the contrary set forth herein, the City shall, within 24 hours



following the commencement of any Service Interruption affecting the Water System, identify the cause of such Service Interruption and commence appropriate repair, restoration and maintenance measures to restore full Systems operations and service to the Project. Notwithstanding anything to the contrary set forth herein, the City shall within two hours following the commencement of any Service Interruption (as defined below) affecting the Wastewater System identify the cause of such Service Interruption and commence appropriate repair, restoration and maintenance measures to restore full Systems operations and service to the Project. The City shall diligently pursue such repair, restoration and maintenance measures until the Service Interruption is remedied and full Systems operations to the Project are restored. Subject to product shortages, the City shall at all times have access to an inventory of spare components, parts, facilities, infrastructure and related appurtenances reasonably anticipated and necessary for the City to fulfill its obligations hereunder. The City shall cause suitably trained employees or third-party maintenance contractors to be available and on call to provide critical repair, restoration and maintenance services 24 hours per day, 7 days per week. To the extent that full repair, restoration or maintenance of a Service Interruption shall not be completed within 24 hours following the commencement of such Service Interruption, the City shall promptly, but in any event not more than 48 hours following the commencement of the Service Interruption, coordinate with the Company to establish temporary alternative systems to restore Water and Wastewater service to the Project, which alternative systems shall remain fully operational until such time as a full repair, restoration or maintenance of the Systems is effectuated. The City shall maintain maintenance and repair records for the Systems, and upon the Company's reasonable public records request therefor, make such records promptly available for review by the Company or its employees, agents or representatives.

**5.4 Service Capacity Limitation Notices.** The City shall provide to the Company's Service Designee notice of any facts or circumstances (including damage to any infrastructure serving the Project) that could result in a reduction in the Permitted Intake or the Permitted Discharge, or that could result in Water or Wastewater that does not meet the Required Quality, within 48 hours following learning of such facts or circumstances or that a reduction in Water or Wastewater service might result therefrom.

5.4.1 Any notice, required under this section of the Agreement, shall be in writing and delivered via email to the Company's Service Designee. The Company may change the Company's Service Designee by providing notice to the City pursuant to Section 11.3 of this Agreement.

**5.5 New or Renewed Permits.** The City shall within thirty (30) days following issuance of any new or renewed permits relating to the Systems deliver to the Party's Notice Designee of the Company copies of such permits. The City shall make available copies of its then-current permits relating to the Systems promptly upon the Company's request therefor.

**5.6 Enforcement Notices.** The City shall operate the Systems in compliance with all applicable Laws and permits and shall use appropriate best management practices for Systems operations. The City shall promptly provide to the Company's Service Designee any Enforcement Notice no later than five (5) days following receipt thereof by the City. The City shall inform the Company's Service Designee within five (5) days following the



City's learning of any enforcement actions taken by the State of Idaho or any agency thereof or the United States Government or any federal agency against the City in connection with the City's operation or management of the Systems. If the City receives an Enforcement Notice that contains a demand, requirement or deadline that could result in a Service Interruption for the Project, then the City shall promptly, but in no event later than five (5) days following its receipt of such Enforcement Notice, coordinate with the Company's Service Designee to establish temporary, alternative mechanisms to provide Water and Wastewater services until the applicable Service Interruption, if any, is repaired or restored. In the case of such a Service Interruption, the City shall use reasonable efforts under the circumstances to restore Water and Wastewater services at the levels required under the Reservations. The City shall comply with all applicable federal and state public notification requirements regarding any Enforcement Notice.

## SECTION 6 FEES AND RATES FOR CONNECTIONS AND SERVICES

- 6.1 Rate Study.** The City does not have a current rate system for Water and Wastewater service. The City shall timely commence a rate study and, based on the study, adopt reasonable service rates that are reflective of actual cost of service for appropriate classes of uses.
- 6.1.1 Reasonable Fees and Rates.** The City's rate study shall comply with the requirements of applicable Laws in connection with setting the Rates, and the Rates shall be reasonable. The Water Rate shall be based only upon the City's actual operating, maintenance and capital outlay expenses for the Water System. The Wastewater Rate shall be based only upon the City's actual operating, maintenance and capital outlay expenses for the Wastewater System. The Company acknowledges that a public hearing must be held prior to any Rate increase of five percent (5%) or more. The City shall not charge the Company any additional fees or rates solely applicable to the Project, the Subject Real Property or the data center industry or with the express or inferred intent to specifically or inequitably target the Project, the Subject Real Property or the data center industry.
- 6.2 Effect of Non-Payment for Service.** The City reserves the right to disconnect Water or Wastewater service for non-payment of undisputed amounts to the extent set forth in the Code; provided, however, that prior to any disconnection, the City shall provide the Company a minimum of sixty (60) days, after the date on which the unpaid invoice was due, to pay such invoice and shall provide the Company with notification of termination at the Subject Real Property at least seven (7) days before any service is disconnected.
- 6.3 No Additional Fees.** Without limiting the generality of the foregoing, given that the Company constructed and dedicated to the City the Water Infrastructure and Wastewater Infrastructure at the Company's sole expense, the City agrees that the Company shall not be charged any application fees related to water and wastewater, connection fees or



Systems development fees in connection with receiving service from the Water System and the Wastewater System.

- 6.4 **Measurement of Wastewater Discharge.** The City and the Company acknowledge that a significant amount of Water entering the Project from the City's water meter will be consumed and evaporated and the resulting discharge amount of Wastewater will be lower than the amount of Water entering the Project. It is agreed that a separate meter (or meters) for Wastewater discharges will be purchased and installed by the City for the Project to measure the actual discharge amount from the Project and that the Company will only be charged for the number of gallons discharged into the Wastewater System. The Company will reimburse the City for costs of such meters.
- 6.5 **No Discrimination.** The City shall not discriminate against the Company in connection with the setting of the Water service rate for the Project ("Water Rate") or the Wastewater service rate for the Project ("Wastewater Rate") (together, "Rates"). The City shall set the Rates in accordance with the City Council's approved rate study conducted pursuant to Section 6.1 of this Agreement. The Company shall not be charged for use of, or otherwise obligated to pay amounts in connection with, the Systems other than (i) charges (at the Water Rate) attributable to the portion of the Reservations for Water actually used by the Project and (ii) charges (at the Wastewater Rate) attributable to the number of gallons actually discharged into the Wastewater System by the Project, as determined by a separate discharge meter.

## SECTION 7 ADDITIONAL PROPERTY

- 7.1 **Additional Property.** The Company may from time to time acquire additional real property (whether in one or more parcels, "Additional Property"), and subject to the following process and qualifications, this Agreement shall apply to such Additional Property and the definition of "Subject Real Property" shall include such Additional Property regardless of whether the legal description of such Additional Property is actually attached hereto:
- 7.1.1 The Company must provide notice to the City Planning and Zoning Department to amend this Agreement to include qualifying Additional Property within five (5) years after the Effective Date, subject to the extension provision in Section 7.1.1.1.
- 7.1.1.1 Extension: The Company may file with the City written requests for one-year extensions of the date set forth in Section 7.1.1. Under no circumstances, will the City Council be obligated to grant the extension requests.
- 7.1.2 The Additional Property must have been an existing parcel contiguous to the Subject Real Property upon the Effective Date as depicted on ***Exhibit D***.
- 7.1.3 The Additional Property must be owned by the Company.

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- 7.1.4 The application for annexation and zoning of the Additional Property must request a light industrial (M-1) zoning classification.
- 7.1.5 The Additional Property shall be subject to a development agreement with the following conditions:
- 7.1.5.1. The terms and conditions of the M-1 Development Agreement and the Project Development Agreement; and
  - 7.1.5.2. Any use of the Additional Property shall be by the Company as an adjunct to the Project; and
  - 7.1.5.3. The terms and conditions of the Infrastructure Agreement shall apply to any additional water and/or wastewater infrastructure, needed to serve the development of the Additional Property, and
  - 7.1.5.4. The additional real property, when fully developed, will not increase the Company's rights to receive water and/or wastewater services, pursuant to this Agreement; and
  - 7.1.5.5. This Agreement is to be amended accordingly upon the annexation of any additional real property.
- 7.1.6 The provisions in this Section 7 do not relieve the Company from obtaining any necessary approvals to use the Additional Property such as annexation, zoning, design review, and building permits.

## SECTION 8 TERM

- 8.1 **Term.** The term of this Agreement (the "Term") shall commence on the Effective Date and continue until terminated in accordance herewith.
- 8.2 **Termination.** Prior to commencing Project operations, the Company may at any time and for any reason terminate this Agreement automatically upon written notice to the City. Following commencement of Project operations, the Company may terminate this Agreement following at least thirty (30) days' notice to the City. Upon termination, City shall not be obligated to serve the Project and this Agreement shall be null and void.

## SECTION 9 ADDITIONAL PHASES

- 9.1 **Additional Phases.** The Company anticipates that it may develop the Subject Real Property in a manner that would require additional phases of Water and Wastewater capacity in addition to, and similar in size and scope to the capacities described in Exhibit B; each such additional phase is referred to as "Additional Phase". The City agrees to provide additional Water and Wastewater service to the Project sufficient to accommodate the Additional Phases in the same amounts as the Reservations (the "Additional



Reservations”), with the understanding that if the City’s water rights or the Water Infrastructure or Wastewater Infrastructure are insufficient to provide the Additional Reservations, the City may require the Company to (i) acquire and transfer to the City the additional water rights necessary to serve such Additional Phases and (ii) pay to the City the proportionate share of the reasonable costs of any construction necessary to expand the Water System and/or the Wastewater System that is attributable to such Additional Phases.

## SECTION 10 DEFAULT AND REMEDIES

- 10.1 Generally.** In the event of a default of this Agreement, the non-defaulting Party shall provide written notice of the default to the defaulting Party and shall specify a period of not less than fifteen (15) days during which the defaulting Party shall have the right to cure such default; provided, however, that such cure period may be extended if (i) the default cannot reasonably be cured within the cure period provided in such notice, (ii) the curing Party notifies the non-defaulting Party of such fact by no later than the end of the cure period provided in the notice, (iii) the curing Party has theretofore been diligent in pursuing the cure and (iv) the curing Party in such extension notice covenants to (and thereafter actually does) diligently pursue the cure to completion. If the defaulting Party fails to cure the default, the non-defaulting Party may either (x) terminate this Agreement and seek damages from the defaulting Party or (y) enforce this Agreement by the remedy of damages or specific performance or both.
- 10.2 Service Interruptions.** Notwithstanding the foregoing but subject to Section 5.3, if the City breaches its obligations to provide continuous Water and Wastewater services under this Agreement, it shall be liable to the Company for damages to the extent arising from such breach. Further, in the event of a Service Interruption, the notice and response requirements of Section 5.4 shall be controlling in lieu of the notice and response periods provided pursuant to Section 11.3.
- 10.3 Mutual Waiver of Consequential Damages.** Except in the case of gross negligence, bad faith or willful misconduct, for which claims for consequential damages are expressly reserved by the Parties, each Party hereby waives all claims against the other Party for any consequential or indirect damages that may arise out of or relate to this Agreement.

## SECTION 11 MISCELLANEOUS

- 11.1 Force Majeure.** If due to the occurrence of a Force Majeure Event a Party is unable to meet any obligation hereunder, then the deadline for performing such obligation shall be automatically extended for the period of time the Force Majeure Event continues; provided that such Party shall diligently and in good faith act to the extent within its power to remedy the circumstances of such Force Majeure Event affecting its performance or to complete performance in as timely a manner as is reasonably possible.
- 11.2 Recitals.** The recitals of this Agreement are material terms hereof and shall be binding upon the Parties.

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- 11.3 Notice.** Whenever any notice is required or permitted under this Agreement, it shall be in writing and shall be delivered personally, with acknowledgment of receipt being obtained by the delivering Party, or by U.S. Certified Mail, return receipt requested, or by overnight delivery service by a reliable company, such as Federal Express or United States Parcel Service. Until further notification by written notice in the manner required by this Section 11.3, notices to the Parties shall be delivered as follows:

City: City of Kuna  
 ATTN: Public Works and Economic Development  
 Directors  
 751 W. 4th Street  
 Kuna, Idaho 83634

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

*With a copy to:*  
 Brisbie, LLC  
 Attn: Data Center Portfolio Manager  
 1 Hacker Way  
 Menlo Park, CA 94025

*And with a copy to:*  
 Brisbie, LLC  
 Attn: Data Center Counsel  
 1 Hacker Way  
 Menlo Park, CA 94025

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

- 11.4 Assignment.** The Company may assign its rights and obligations under this Agreement to any (i) affiliate controlling, controlled by or under common control with the Company (and upon such assignment the assigning entity shall be relieved of its covenants, commitments and obligations hereunder) or (ii) subsequent owner of all or any portion of the Subject Real Property. If the Company sells the Subject Real Property in its entirety and assigns its rights and obligations hereunder to its successor in title to the Subject Real Property, then the Company shall be relieved of all of its covenants, commitments and obligations hereunder. The Company shall provide written notice to the City of any assignment (including a conformed written copy of the assignment).



- 11.5 Run with the Land.** This Agreement shall run with the Subject Real Property and any portion thereof as it may be subdivided or recombined. The Company may record in the Official Records of Ada County a memorandum of this Agreement setting forth the existence of this Agreement.
- 11.6 Entire Agreement.** This Agreement, between the Parties (including all Exhibits attached hereto), contains all of the terms and conditions regarding the subject matter herein, and all prior or contemporaneous communications or agreements between the Parties or their respective representatives (except, as is relevant, the provisions of the Infrastructure Agreement) with respect to the subject matter herein, whether oral or written, are merged into this Agreement and extinguished. Except for the Company's right to modify the description of the Subject Real Property from time to time as set forth in Section 7.1, no agreement, representation or inducement shall be effective to change, modify or terminate this Agreement, in whole or in part, unless in writing and signed by the Party or Parties to be bound by such change, modification or termination. If any term or provision of this Agreement or any application thereof shall be unenforceable, the remainder of this Agreement and any other application of any such term or provision shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by Law. The Parties acknowledge and agree that this Agreement represents a negotiated agreement, having been drafted, negotiated and agreed upon by the Parties and their respective legal counsel. Therefore, the Parties agree that the fact that one Party or the other Party may have been primarily responsible for drafting or editing this Agreement shall not, in any dispute over the terms of this Agreement, cause this Agreement to be interpreted against such Party. It is the Parties' collective intention to encourage, promote and aid the Project so that the opportunities and positive community impacts of the Project are fully realized by the City, its citizens and the Company.
- 11.7 Waivers.** Neither Party may waive any condition or breach of any representation, term, covenant or condition of this Agreement, except in a writing signed by the waiving Party and specifically describing the condition or breach waived. The waiver by either Party of any condition or breach of any representation, term, condition or covenant contained in this Agreement shall not be deemed to be a waiver of any other representation, term, condition or covenant or of any subsequent breach of the same or of any other representation, term, condition or covenant of this Agreement.
- 11.8 Governing Law.** This Agreement is governed by and shall be construed in accordance with the laws of the State of Idaho. Any action brought in connection with this Agreement shall be brought exclusively in the federal court of Idaho, except in the limited instance where said federal court does not have jurisdiction over the applicable dispute, in which case venue shall instead lie in the Fourth District Court of the State of Idaho.
- 11.9 Interpretation.** The section headings of this Agreement are for convenience of reference only and shall not be deemed to modify, explain, restrict, alter or affect the meaning or interpretation of any provision hereof. Whenever the singular number is used, and when required by the context, the same includes the plural, and the masculine gender includes the feminine and neuter genders. All references herein to "Section" or "Exhibit" reference the applicable section of this Agreement or Exhibit attached hereto; and all Exhibits



attached hereto are incorporated herein and made a part hereof to the same extent as if they were included in the body of this Agreement. The use in this Agreement of the words “including”, “such as” or words of similar import when used with reference to any general term, statement or matter shall not be construed to limit such term, statement or matter to the specific terms, statements or matters, unless language of limitation, such as “and limited to” or words of similar import are used with reference thereto. Rather, such terms shall be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of such term, statement or matter.

- 11.10 Counterparts.** This Agreement may be executed in as many counterparts as may be deemed necessary and convenient, and by the Parties in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. A scanned or photocopy signature on this Agreement, any amendment hereto or any notice delivered hereunder shall have the same legal effect as an original signature.
- 11.11 Business Days.** As used herein, the term “Business Day” shall mean a day that is not a Saturday, Sunday or legal holiday in the State of Idaho. All other references to “days” hereunder shall mean calendar days. If the date for the performance of any covenant or obligation under this Agreement shall fall on a Saturday, Sunday or legal holiday in the State of Idaho, then the date for performance thereof shall be extended to the next Business Day.
- 11.12 Effect on Other Vested Rights.** This Agreement does not abrogate any rights established or preserved by any applicable Law, or by any other agreement or contract executed by the City and the Company in connection with the Project, or that have vested or may vest pursuant to common law or otherwise.
- 11.13 Confidential Information.** The Company may designate any trade secrets or confidential business information included in any report or other writing delivered to the City pursuant to or in connection with this Agreement by any method intended to clearly set apart the specific material that the Company claims to be either its trade secrets or confidential business information that, if released, would give an advantage to competitors or result in unfair competitive injury to the Company (such information, collectively, “Confidential Business Information”). For the avoidance of doubt, data and information related to the Company’s actual or projected consumption or usage of all or any portion of the Reservations shall be deemed Confidential Business Information. The City shall redact or delete any Confidential Business Information from any records it makes available for inspection or of which it provides copies. Within 2 Business Days following the City’s receipt of any request to inspect or obtain copies of public records relating to this Agreement or the Project, the City shall provide written notice of the same to the Company a copy of the request, which notice shall include a copy of such request. The City shall not allow inspection or provide copies of any such records until the Company shall have had not less than ten (10) Business Days (following and excluding the day on which the Company receives such notice) to determine whether to contest the right of any party to inspect or receive copies of such records. Any such action to enjoin the release of Confidential Business Information may be brought in the name of the Company or the City.



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

- 11.14 Attorneys' Fees.** In the event any Party shall file suit or action at law or equity to interpret or enforce this Agreement, the provisions of Idaho Code Section 12-117, or any subsequent amendment or recodification of the same, shall apply to the determination of the prevailing Party and the award of reasonable attorney's fees, witness fees and other reasonable expenses. The provisions of this Section 11.13 shall survive the termination of this Agreement and the entry of any judgment and shall not merge, or be deemed to have merged, into any judgment.
- 11.15 Further Assurances.** Upon the request of the other Party, each Party agrees to (i) furnish to the other Party such requested information, (ii) execute and deliver to the other Party such requested documents and (iii) do such other acts and things reasonably required for the purpose of carrying out the intent of this Agreement.
- 11.16 Waiver of Jury Trial.** EACH PARTY HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (I) ARISING UNDER THIS AGREEMENT OR (II) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THIS AGREEMENT OR ANY OF THE TRANSACTIONS RELATED HERETO. EACH PARTY HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY A COURT TRIAL WITHOUT A JURY AND THAT EITHER PARTY MAY FILE A COPY OF THIS AGREEMENT WITH ANY COURT AS EVIDENCE OF SUCH WAIVER.
- 11.17 Ethical Business Practices; No Procurement Process.** In connection with the negotiation and performance of this Agreement, the City represents and warrants that it has complied and covenants that it shall comply with all Laws, including without limitation anti-corruption legislation, and that it has used and shall use only legitimate and ethical business practices. The performance any obligations under this Agreement does not require the Company to submit any bid or otherwise participate in any procurement process of the City or to undertake any other obligations required by procurement laws and regulations of the City.
- 11.18 Original Water and Wastewater Service Agreement Superseded.** This Agreement supersedes, amends and reforms the original Water and Wastewater Service Agreement.

[Signatures appear on following page]

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

**CITY:**

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

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Mayor \_\_\_\_\_

**ATTEST:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Clerk

**COMPANY:**

Brisbie LLC,  
a Delaware limited liability company

By: Paul Clements  
Paul Clements (Aug 29, 2023 13:48 PDT)  
Name: Paul Clements  
Title: Authorized Representative

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## EXHIBIT A

### Legal Description and Depiction of Subject Real Property

#### Nicholson Parcel :

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

and

#### Brisbie/Idaho Power Lot Line Adjustment, Parcel A:

A parcel of land situated in a portion of Section 31, Township 2 North, Range 2 East, Boise Meridian, Ada County, Idaho, being more particularly described as follows:

**BEGINNING** at the Southwest Corner of said Section 31, thence following the westerly line of said Section 31, North 0°27'47" East a distance of 2,656.49 feet to the West One Quarter Corner of said Section 31;

Thence following the westerly line of said Section 31, North 0°27'07" East a distance of 652.98 feet;

Thence leaving said westerly line, South 89°00'34" East a distance of 671.03 feet;

Thence North 0°27'07" East a distance of 668.27 feet to a point on the northerly line of Government Lot 2 of said Section 31;

Thence following said northerly line, South 89°06'35" East a distance of 726.72 feet to the Northeast Corner of said Government Lot 2;

Thence leaving said northerly line and following the easterly line of said Government Lot 2, South 0°35'28" West a distance of 1,323.68 feet to the Southeast Corner of said Government Lot 2;

Thence leaving said easterly line and following the northerly line of the Southwest One Quarter of said Section 31, South 88°57'43" East a distance of 1,307.04 feet to the Center One Quarter Corner of said Section 31;

Thence leaving said northerly line and following the easterly line of said Southwest One Quarter of Section 31, South 0°24'46" West a distance of 1,325.87 feet to the Northwest Corner of the Southwest One Quarter of the Southeast One Quarter of said Section 31;

Thence leaving said easterly line and following the northerly line of said Southwest One Quarter of the Southeast One Quarter of Section 31, South 88°47'54" East a distance of 1,318.72 feet to the Northeast Corner of said Southwest One Quarter of the Southeast One Quarter of Section 31;

Thence leaving said northerly line and following the easterly line of said Southwest One Quarter of the Southeast One Quarter of Section 31, South 0°07'25" West a distance of 1,329.94 feet to the Southeast Corner of said Southwest One Quarter of the Southeast One Quarter of Section 31;

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Thence leaving said easterly line and following the southerly line of said Section 31, North 88°38'41" West a distance of 1,325.47 feet to the South One Quarter Corner of said Section 31;

Thence following the southerly line of said Section 31, North 89°03'14" West a distance of 2,703.89 feet to the **POINT OF BEGINNING**.

and

Collias Parcels:

PARCEL I:

Lot 4 (NW¼NW¼) of Section 6, Township 1 North, Range 2 East, Boise Meridian, Ada County, Idaho. LESS AND EXCEPTING that portion deeded to Ada County Highway District in Warranty Deed recorded May 3, 1972, as Instrument No. 804792, Ada County, Idaho.

PARCEL II:

Lot 5 (SW¼NW¼) of Section 6, Township 1 North, Range 2 East, Boise Meridian, Ada County, Idaho. LESS AND EXCEPTING that portion deeded to Ada County Highway District in Warranty Deed recorded May 3, 1972, as Instrument No. 804792, Ada County, Idaho.

and

Brisbie Parcel:

PARCEL 3:

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

PARCEL B RECORD OF SURVEY 10795 RECORDED JANUARY 30, 2017, AS INSTRUMENT NO. 2017009059, BEING A PORTION OF GOVERNMENT LOT 1, GOVERNMENT LOT 2 AND 3, SOUTHWEST QUARTER OF THE NORTHWEST QUARTER, SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

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

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

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

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

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

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

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

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

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

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

LESS AND EXCEPTING:

PARCEL B OF ROS 11735, RECORDED AS INSTRUMENT NO. 2019015763, BEING A PORTION OF THE NORTHEAST QUARTER OF SECTION 6, TOWNSHIP 1 NORTH, RANGE 2 EAST, BOISE MERIDIAN, ADA COUNTY, IDAHO BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 6 FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 6 BEARS SOUTH 89°00'46" EAST, 2,650.75 FEET;

THENCE ALONG THE NORTH BOUNDARY LINE OF SAID SECTION 6

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

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

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

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

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

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

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

and

PVA Parcel:

PARCEL B of ROS 11735, recorded as Instrument No. 2019015763, being a portion of the Northeast quarter of Section 6, Township 1 North, Range 2 East, of the Boise Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at the North 1/4 corner of said Section 6 from which the Northeast corner of said Section 6 bears South 89°00'46" East, 2,650.75 feet;

thence along the North boundary line of said Section 6 South 89°00'46" East, 1,348.00 feet to the REAL POINT OF BEGINNING.

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

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

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

thence along said East boundary line South 00°05'21" West, 2,107.72 feet to the East 1/4 corner of said Section 6;

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

thence leaving said East-West centerline North 00°05'21" East, 2,659.23 feet to the REAL POINT OF BEGINNING.

**Excepting Therefrom:**

ACHD Roadway dedication for Cole & Kuna Mora Roads:

A parcel of land situated in a portion of Section 31, Township 2 North, Range 2 East, and a portion of Section 6, Township 1 North, Range 2 East, Boise Meridian, City of Kuna, Ada County, Idaho, being more particularly described as follows:

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**BEGINNING** at the Southwest Corner of said Section 31, thence following the westerly line of said Section 31, North 0°27'47" East a distance of 2,656.49 feet to the West One Quarter Corner of said Section 31;

Thence following the westerly line of said Section 31, North 0°27'07" East a distance of 652.98 feet;

Thence leaving said westerly line, South 89°00'34" East a distance of 49.00 feet;

Thence South 0°27'07" West a distance of 652.53 feet;

Thence South 0°27'47" West a distance of 1,774.36 feet;

Thence South 0°48'31" East a distance of 585.81 feet;

Thence South 0°27'47" West a distance of 196.98 feet;

Thence South 89°03'14" East a distance of 2,643.08 feet;

Thence South 88°38'41" East a distance of 1,323.68 feet to a point on the easterly line of the Southwest One Quarter of the Southeast One Quarter of said Section 31;

Thence following said easterly line, South 0°07'25" West a distance of 100.02 feet to the Southeast Corner of said Southwest One Quarter of the Southeast One Quarter;

Thence leaving said easterly line and following the southerly line of said Section 31, South 88°38'41" East a distance of 925.37 feet;

Thence leaving said southerly line, South 0°27'32" West a distance of 100.01 feet;

Thence North 88°38'41" West a distance of 2,252.05 feet;

Thence North 89°03'14" West a distance of 2,669.29 feet to a point on the easterly right-of-way line of South Cole Road;

Thence following said easterly right-of-way line, North 0°14'14" East a distance of 100.01 feet to a point on the said southerly line of Section 31;

Thence following said easterly right-of-way line and said southerly line, North 89°03'14" West a distance of 33.00 feet to the **POINT OF BEGINNING**.





## EXHIBIT B

### RESERVATIONS

1. Water Capacity Reservation. The Water capacity reservation for the Project is 350,000 gallons per day, with a maximum flow rate as defined in the table below, and within the range of 60-80 pounds per square inch (the "Water Capacity Reservation").

Pressure (PSI)	Peak Flowrate (GPM)	Peak Daily Volume (Gallons/Day)
60-80	2500	350,000

2. Wastewater Capacity Reservation. The Wastewater capacity reservation for the Project is 25,000 gallons per day, with a maximum flow rate as defined in the table below (the "Wastewater Capacity Reservation").

Peak Flowrate (GPM)	Peak Daily Volume (Gallons/Day)	Peak Monthly Volume (gallons/month)
150	25,000	550,000

3. Fire Capacity. The City represents and warrants to the Company that the Water System has, and agrees that at all times during the Term of this Agreement the Water System will have the capacity to deliver a minimum of 2500 gallons of water per minute to the Subject Real Property for the duration of no less than two (2) hours to supply water to load the Project's sprinkler system and to supply water to the Subject Real Property in the event of a fire.

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**EXHIBIT C**

**PARTY NOTICE DESIGNEES**

**Company's Service Designee**

Company Position

Name

E-mail Address

**Party's Notice Designees:**

**Company:**

Position Held:

Name :

Office Address:

Mailing Address:

E-mail Address:

**City:**

Position Held:

Name:

Office Address:

Mailing Address:

E-mail Address:



**EXHIBIT D**  
**ADDITIONAL PROPERTY**

