

**OFFICIALS**

Joe Stear, Mayor  
 Chris Bruce, Council President  
 Greg McPherson, 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, August 20, 2024**

**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. Pledge of Allegiance: Mayor Stear**

**3. Consent Agenda: ACTION ITEMS**

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

- A. Regular City Council Meeting Minutes Dated August 06, 2024**
- B. Accounts Payable Dated August 15, 2024, in the amount of \$4,218,578.54**
- C. Decision and Reasoned Statement**

- 1. Case Nos. 23-04-AN & 23-04-S Aermotor Cove Subdivision

**D. Resolutions**

- 1. Resolution R49-2024

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE "PROFESSIONAL SERVICES AGREEMENT" WITH INSPECT, LLC. FOR PLUMBING INSPECTIONS AND QUALIFIED PLUMBING PLAN REVIEW SERVICES FOR THE CITY OF KUNA; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

- 2. Resolution R50-2024

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE

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TRANSMISSION FACILITIES EASEMENT AGREEMENT BETWEEN THE CITY OF KUNA (GRANTOR) AND KUNA BESS LLC (GRANTEE).

**4. Public Comment**

**5. External Reports**

**A. Crime Stoppers – Casey and Brii Mason**

[https://kunacity.id.gov/DocumentCenter/View/9107/Crime-Stoppers-Kuna-Deck---Final\\_81424-PDF](https://kunacity.id.gov/DocumentCenter/View/9107/Crime-Stoppers-Kuna-Deck---Final_81424-PDF)

**6. Public Hearings:**

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

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

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

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

**A. F.Y. 2025 Budget Hearing – Ordinance 2024-20, Jared Empey, City Treasurer **ACTION ITEM****

AN ORDINANCE ENTITLED THE ANNUAL APPROPRIATION ORDINANCE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025, PROVIDING FOR FINDINGS, PROVIDING FOR THE ADOPTION OF A BUDGET AND THE APPROPRIATION OF EXPENDITURE OF SUMS OF MONEY TO DEFRAY THE NECESSARY EXPENSES AND LIABILITIES OF THE CITY OF KUNA, IN ACCORDANCE WITH OBJECT AND PURPOSES AND IN THE CERTAIN AMOUNTS HEREIN SPECIFIED FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING ON SEPTEMBER 30, 2025; AUTHORIZING A LEVY OF A SUFFICIENT TAX UPON THE TAXABLE PROPERTY OF THE CITY OF KUNA AND PROVIDING FOR AN EFFECTIVE DATE AND THE FILING OF A CERTIFIED COPY OF THIS ORDINANCE WITH THE IDAHO SECRETARY OF STATE, THE ADA COUNTY CLERK, AND THE IDAHO STATE TAX COMMISSION.

<https://kunacity.id.gov/DocumentCenter/View/9106/2024-20-FY25-Appropriation-Ordinance-PDF>

*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.** Case No. 24-03-S (Preliminary Plat) Valor West Amendment & Valor Classical Academy: The applicant requests approval to amend an approved preliminary plat to modify 131 lots (111 residential lots, 14 common lots, 4 shared driveways, 1 park lot and 1 school lot). The site is located at the NWC of W Kuna Road and S Five Mile Road within Sec 23, T2N, R1E Boise, Meridian. Doug Hanson, Planning and Zoning Director **ACTION ITEM**

<https://kunacity.id.gov/DocumentCenter/View/9105/24-03-S-VALOR-WEST-AMENDMENT--VALOR-CLASSICAL-ACADEMY-PACKET-PDF>

*Open Public Hearing*

*Receive evidence*

*Consideration to close evidence presentation and proceed to deliberation*

**8. Business Items:**

- A.** Consideration to approve Ordinance 2024-26 Napa Vineyard Zoning Correction. Morgan Treasure, Economic Development Director **ACTION ITEM**

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

- MAKING CERTAIN FINDINGS; AND
- AMENDING PORTIONS OF ORDINANCE NOS. 2009-09 & 2009-09A TO CORRECT A CLEAR ZONING DESIGNATION ERROR CONTAINED THEREIN;
- DIRECTING THE CITY ENGINEER AND CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

*Consideration to waive three readings*

*Consideration to approve Ordinance*

- B.** Public Art Project – Initial Point Real Estate Mural Approval, Nathan Stanley, City Clerk **ACTION ITEM**

**9. Ordinances:**

- A.** Consideration to approve Ordinance 2024-21 **ACTION ITEM**

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

- MAKING CERTAIN FINDINGS; and
- ENLARGING THE BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM BY THE INCLUSION OF ADA COUNTY ASSESSOR’S PROVIDENCE PROPERTIES LLC.; AND
- DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; and
- DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE AS PROVIDED BY LAW; and
- DIRECTING THE CITY ENGINEER TO PROVIDE NOTICE OF THIS ORDINANCE

TO THE BOISE~KUNA IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; and

- PROVIDING AN EFFECTIVE DATE.

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

**B. Consideration to approve Ordinance 2024-22 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 NO. S1314142375, OWNED BY LINDER LAND, LLC, 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 PROPERTY; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

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

**C. Consideration to approve Ordinance 2024-23 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 PROPERTY, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NO. S1323212800, OWNED BY ASSOCIATED PACIFIC MOVERS, INC., 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 PROPERTY; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

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

**D. Consideration to approve Ordinance 2024-24 ACTION ITEM**

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

- MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND
- REZONING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NOS. S1418233670 and S1418234000, OWNED BY OPEN DOOR RENTALS, LLC, AND PARECL NO. S1418233660, OWNED BY COREY BARTON SITUATED WITHIN THE CORPORATE CITY LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO; AND
- AMENDING THE ZONING MAP; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

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

E. Consideration to approve Ordinance 2024-25 **ACTION ITEM**

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

- MAKING CERTAIN FINDINGS; AND
- REZONING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NO. S1314120891, OWNED BY IDAWY LLC, SITUATED WITHIN THE CORPORATE CITY LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO; AND
- AMENDING THE ZONING MAP; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

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

F. Consideration to approve Ordinance 2024-27 **ACTION ITEM**

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

- MAKING CERTAIN FINDINGS; and
- ENLARGING THE BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM BY THE INCLUSION OF ADA COUNTY ASSESSOR'S LETE FAMILY REVOCABLE TRUST; AND
- DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; and
- DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE AS PROVIDED BY LAW; and
- DIRECTING THE CITY ENGINEER TO PROVIDE NOTICE OF THIS ORDINANCE

TO THE BOISE~KUNA IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; and

- PROVIDING AN EFFECTIVE DATE.

*Consideration to waive three readings.*

*Consideration to approve Ordinance.*

**10. Executive Session:**

- A. Enter into executive session under 74-206(f) To communicate with legal counsel for the public agency to discuss the legal ramifications of the legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

**11. Mayor/Council Announcements:**

**12. Adjournment:**

**OFFICIALS**

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

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

**City Council Meeting**  
**MINUTES**  
**Tuesday, August 06, 2024**

**6:00 P.M. REGULAR CITY COUNCIL**

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**1. Call to Order and Roll Call**

*(Timestamp 00:00:10)*

**COUNCIL MEMBERS PRESENT:**

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

**CITY STAFF PRESENT:**

Marc Bybee, City Attorney  
 Jared Empey, City Treasurer  
 Mike Fratusco, Kuna Police Chief  
 Adam Wenger, Public Works Director  
 Doug Hanson, P & Z Director  
 Bobby Withrow, Parks Director  
 Morgan Treasure, Economic Development Director  
 Nancy Stauffer, Human Resource Director  
 Nathan Stanley, City Clerk

**Mayor Stear** All right, we'll go ahead and get this meeting to order. Nathan, would you take the roll, please?

**City Clerk Nathan Stanley** Council Member McPherson.

**Council Member McPherson** Here.

**City Clerk Nathan Stanley** Council Member Biggs.

**Council Member Biggs** Here.

**City Clerk Nathan Stanley** Council Member Laraway.

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**Council Member Laraway** Yes.

**City Clerk Nathan Stanley** Council President Bruce.

**Council President Bruce** Here.

**City Clerk Nathan Stanley** Mayor Stear.

**Mayor Stear** Here.

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

*(Timestamp 00:00:26)*

**Mayor Stear** And if you'll join me for the Pledge of Allegiance.

**Multiple Speakers** I pledge allegiance to the flag of the United States of America and to the Republic for which it stands, one nation under God, indivisible, with liberty and justice for all.

**Mayor Stear** Thank you.

**3. 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 00:00:49)*

**A.** Regular City Council Meeting Minutes Dated July 16, 2024

**B.** Accounts Payable Dated August 02, 2024, in the amount of \$1,371,879.01

**C.** Final Plats

1. Case No. 24-10-FP (Final Plat) Caspian Subdivision No. 2

**D.** Resolutions

1. Resolution R45-2024

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID VALOR GOLF VILLAS, LLC, FOR GOLF VILLAGES 2 FOR UNCOMPLETED WORK FOR LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

2. Resolution R46-2024

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING A PERFORMANCE BOND BY M3 ID VALOR GOLF VILLAS, LLC, FOR GOLF

VILLAGES 2 FOR UNCOMPLETED WORK FOR STREET LIGHTS PURSUANT TO THE TERMS OF THIS RESOLUTION.

**Mayor Stear** First item is a consent agenda.

**Council President Bruce** Anyone have anything?

**Council Member Biggs** No.

**Council Member Laraway** No.

**Council President Bruce** I make a motion that we approve the consent agenda, as published.

**Council Member McPherson** Second.

**Mayor Stear** Motion is made and seconded for approval of the consent agenda, is any further discussion? Nathan, would you poll the Council?

**City Clerk Nathan Stanley** Council Member McPherson.

**Council Member McPherson** Yes.

**City Clerk Nathan Stanley** Council Member Biggs.

**Council Member Biggs** Yes.

**City Clerk Nathan Stanley** Council Member Laraway.

**Council Member Laraway** Yes.

**City Clerk Nathan Stanley** Council President Bruce.

**Council President Bruce** Yes.

**Mayor Stear** And that motion carries.

*(Timestamp 00:00:56)*

**Motion To:** Approve The Consent Agenda As Published

**Motion By:** Council Member Bruce

**Seconded By:** Council Member McPherson

**Further Discussion:** None

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

**Members Voting Nay:** None

**Members Absent:** None

**Approved Via:** Roll Call Vote

**4-0-0**

**4. Public Comment**

*(Timestamp 00:01:18)*

**Mayor Stear** That takes us to public comment. I had one person sign in; is there anybody else who wishes to address the Council but didn't get a chance to sign in? Okay, Beverly Wolf.

**Beverly Wolf** Beverly Wolf, 3420 W Commemoration Ave. Meridian. Thank you for always hearing me. I bring dissent, sometimes. I'm not trying to be argumentative. I've only been in Kuna for a couple of years and when we first visited Idaho, about four years ago, it was really beautiful and I've seen a lot of change just in the two years I've lived here and I come here because of that, because what I hear, what I've seen, what I've learned in the last two years coming to these meetings. Part of tonight is about schools because I'm sure it's coming up again. The bonds or the levies or whatever the new flavor for financing is. And the reason I'm speaking on it tonight is because, twice now, in these chambers I'm not going to name names, I've heard a comment made about, "well, I guess parents just aren't feeling enough pain yet." And every time I hear it, I want to scream because why don't you, and I don't mean *you*, whoever said it, why don't you think parents have enough pain? Are they not paying enough taxes? Are they not paying enough insurance? Paying enough for groceries or their insurance?

It said, its proverb, people, poor people are the rich men slaves; borrow money and you're the lender's slave. Well, I'm still under the slave of the last bond that was put in, in 2017. That said, it was only going to go for 10 years. Well, that would make it, "I'm going to be out of it in 2027, right?" Well, until you read the fine print, all these things come across in marketing with the 10-year plan and then you never hear about the 20 years of interest that still have to be paid after that. So I'm just wondering as one of the little 'we the people' who would like to stay here and not be priced out of the market, because, you know, I'm not getting younger in the older category. But you know, when? When is wisdom part of the decision? When is it not fear of lawsuit? When is it not the developer first or who has the right to do something with their property? Which I've also learned is not always even a citizen of this State or even the country. So I always love to read this from the last page of your appendix on the Kuna Comprehensive Plan. "Nothing in the United States Constitution's Fifth Amendment requires a government entity to promote the maximum development of a site at the expense of the public purse or to the detriment of the public interest. Taxpayers need not subsidize unwise development."

Well, I've also learned attending these meetings and I'm pretty sure our taxes are going to go up on the next budget allocation. And oh, by the way, I've also learned that you're understaffed in your Police Department by at least 8 people, but they only asked for 2. That's a little scary. How fast and how far can you grow without catching up? When is it okay to stop? And the "M" word may not be so bad. It's just an opinion and I thank you for listening.

**Mayor Stear** Okay, thank you. You had that down just right on the button.

**5. External Reports**

*(Timestamp 00:04:55)*

**A. Outstanding Citizen Recognition – Mayor Stear**

**Mayor Stear** All right, next we have an 'Outstanding Citizen Recognition.' Today we are recognizing Veronica Vigilant for her exceptional courage and quick action that she displayed while assisting a fellow citizen on June 27th, 2024, during an incident where a jack collapsed on a man fixing his truck. Ms. Vigilant called 911 and performed first aid until the paramedics arrived. She demonstrated selflessness and unwavering commitment to the safety of others. She was nominated by Nicole Bouvier of Kuna Counseling Center. So, Veronica, if you want to come forward.

*[Applause]*

**Council President Bruce** That's great.

**Mayor Stear** Thank you so very much. Also on one side, it says, “Our Hometown” and thank you for being a part of our hometown.

**Council Member Laraway** Thank you.

*[Applause]*

**B. Kuna Food Bank Update – Marci Durrant**  
(Timestamp 00:06:48)

**Mayor Stear** Marci Durrant has a Kuna Food Bank update for us.

**Marci Durrant, Kuna Food Bank** Thanks for letting me come. I didn't time my presentation, so I'm worried that. So, I'm going to go off...

**Mayor Stear** Nobody will yell at you for food bank stuff.

**Marci Durrant, Kuna Food Bank** I'm grateful for this time to come. I wanted to share that this is a photo of some of our volunteers and we have about 45 volunteers that work regularly at the Kuna Food Bank and it's just become this hub of opportunity for service groups to come in. One of my favorite things is when somebody calls, who's called every nonprofit in the valley, trying to get community service hours coordinated, and it's really difficult to get that done, but we enjoy the challenge of being as flexible as we can to make that work for individuals. And it's always turned into just an awesome opportunity and a win-win for everybody involved and those individuals that are helped, they all often come back and serve even beyond their community service hours and it's been really positive. *Did I give you a picture of that van?*

**City Clerk Nathan Stanley** I don't know if that...

**Marci Durrant, Kuna Food Bank** Okay, yeah, I got to learn this tech stuff. I'm not very good at all, but we were recently gifted a retired vehicle from the Idaho Food Bank. That was, it's about 22 years old but covered with cracked vinyl of Idaho Food Bank logos. And one of our...a young man who needed community service hours just timed his call perfectly and with his auto detailing experience, he got that van polished up really good and creative wraps. Put a new...new logos on it. And so now we're promoting the Kuna Food Bank on that van. And anyways, he's super proud of it, and we're really grateful for his help.

The Idaho Food Bank also recently informed us that we're one of only 5 pantries in the State of Idaho that distribute food the way that we do. Yeah, it's a real eye-opener. The trend is for food pantries to gather their volunteers have all their donations on site and those donations are arbitrarily put into boxes and then open drive through times are scheduled for patrons to come through and boxes are handed through window. And it's understood and lots of those volunteers at each pantry will tell the recipients “We know this isn't very much, but you can go to the other pantry, down the street or that pantry.” You know, so the patrons are having to drive from place to place. It's a really difficult way to get help with food and the food bank, the Kuna Food Bank, does it completely different and has for years and years. And it's our goal to always maintain this practice of providing the equivalent of your grocery store trip, to where it actually makes a difference within a household budget where they can reallocate funds as they need to, that they they're able to call the food bank for a month, two months, three months and get their feet under them again and get that medical expense paid or whatever it might be. And then we don't hear

from them for a long time. The studies prove over and over again that this method of distributing food is the most successful way to do it. But it requires a lot of people and a lot of resources, and thankfully we live in a community that widely supports that cause and whenever we have a need, we can voice it to an agency or a group and it's supplied.

You may be aware that the Food Bank just relocated to a warehouse space that was offered by Mike Smith. We outgrew the basement in the Methodist Church, a couple of years ago, and it's so wonderful to be in this new space where we have a little bit of breathing room, no tight corners and it's working out a lot better, but of course that's not the solution. Before we go to the next thing, *oh, we can't even see it*. So let me just read the numbers and it's probably good because I have a major addition mistake in there or didn't even attempt the math at all on that 2024 year. But you can see if we look back, if we just look at the month of July in 2022, we did 81 food orders that month, serving 75 households. In 2023, that July we did 108 food orders serving 97... serving 97 households. And this past July, we did 307 food orders serving 178 individual households.

**Council President Bruce Wow.**

**Marci Durrant, Kuna Food Bank** So, just between so in 2022, the total individual served was 309 compared to this July, 676 individuals. The number I really am grateful for that we're here, is, especially with our seniors and the children. In 2022, we serve 27 Seniors that month of July and 106 children this past July was 90 seniors and 279 children. In the one month and people most people aren't aware too, that the food bank stocks and funds the Ross School Pantry, and Terry and I are able to meet monthly and between the two we only have about a 3% overlap, which I think is pretty, pretty incredible and we're pretty proud of that, that we're able to reach those different demographics without duplicating our efforts too much at all.

Another important number is that first time household served. If you take that number and put it up against the individual households served. We averaged 20 - 25% every single month of households calling a food bank for the very first time. And that's been pretty consistent since 2022. It's really sobering. So out of those 178 households that we served last month, 46 of them were contacting a food bank for the very first time. And the stories just range across the board and just makes me really grateful that this safety net is within our community, that when people fall on hard times, they can look to the Food bank for that little bit of assistance and we do it in such a way that they're not humiliated, that dignity is maintained.

We request of them to consider what they have and actually state their needs rather than us just going through a listing, well, we've got this, this, this and this, we actually encouraged them to hang up the phone, look at what they already have, consider what they like to cook and feed their family and prepare that list, and then call us with the definition of their needs. And it works out so good and we can almost always meet every single need stated because of the variety of donations that are received from our from our neighbors. 90% of what is stocked in the Kuna Food Bank and 90% of the funds that come from to the Kuna Food Bank are right from our next-door neighbors. I don't know. I know Food Bank tells me that you've never seen another pantry work the same way and so it's really something to be proud of.

This year marks the 30th anniversary of the Kuna Food Bank had started in 1994 and for 30 years its volunteers have assisted neighbors in need and since 2006 it has helped start and keep the school districts pantry stocked and funded. The food banks volunteers are committed to see that this vital work continues to move forward and provide essential services to anyone in Kuna and in our neighboring rural communities who need help during difficult times. As you're aware, we've been actively fundraising for an independent food bank building. As I met with one prospective donor a month ago, he did something miraculous. I was simply hoping he would be willing to put some of his own 'skin in the game' so that I

could go to others and say, “Hey, Tommy Alquist is putting in this much, would you be willing to match that?” Tommy has lived in Kuna now for just over 2 1/2 years, I believe and he owns Ball Ventures, Alquist and He replied with, “I will do better than that. Marci. Let me take this off your shoulders. Give me a week, or so, and we'll have all the funding required.” It really is a miracle. I remember being invited to sit down in early 2021 with Kathy Gayley with Lisa Holland, The Mayor was there I think Ted Weimer and a bunch of others to talk about this very thing of what are we going to have in place as a City to help make sure the needs of Kuna are met as the years continue to progress? Everybody in that room recognized the population was going to be surging, developments were going to be... continue to come forward. It's really amazing that in that short time that's less than four years. We now are going to be constructing this independent food bank building. We'd love to see it started before the end of the year. Our volunteers are anxious for that 30-year celebration. Have it be community wide and I can't think of a better, more effective way to bring the community together than to turn that into a groundbreaking ceremony.

Nobody in the food bank profits at all. It's completely 100% volunteer driven and now everybody who has decided to get involved in the construction of this building, they're not looking to make a profit. Everyone's being a contributor to the cause, for a bigger purpose, and no one's in it for themselves or recognition or anything. I know at that time, a few years ago, or maybe that conversation didn't happen a few years ago, but the City was really committed to helping and making sure costs were reduced, so that any possible roadblocks could be lifted. Not in any illegal kind of way, of course, but there are methods the city can take to ensure that those costs are decreased so that this can be something that can come to fruition. I was really sad when Bonnie Heinrich, who's managing the project for us, came back to me and told me how much these new costs were going to be. And I just want to invite the city that just as everyone else is putting their own skin in the game. That the city would do the same as well, that there's got to be a way to decrease those expenses. This isn't a building that's going to be occupied by a ton of people at one time. We're only open a couple hours a day and there may be a few evenings a week where there may be people there. Those costs, there is so much room for those costs to come down and just I want to invite I figure this is the best public forum.

Everyone involved in the processes are here and I appreciate the opportunity to extend that invitation to everyone to look at those numbers and see what can be tightened up to make sure that this building that provides such a vital service and adds so much to the health and well-being of the human community as can come to fruition sooner than later. Everything's going to be in place for us to start as soon as soon as we have those approvals and we're just finishing up with the last requirements for the design review. And anyway, we're really excited and I want to make sure that cities are a partner in that whole process and the we can make this a big Community celebration getting started this year and celebrating the 30th anniversary and continue forward for years and years to come, making sure our neighbors have the help when we're all going to have a turn and it's nice to know there's a food bank nearby supported by the community that we can call on when that when our turn comes around. Thank you, so much.

**Council Member Biggs** Thank you.

**Council President Bruce** Thank you.

**Mayor Stear** Thank you. Yeah, and I, I don't know, I haven't talked to anybody about this project yet, so I don't know what they've brought forth, but any cost that we control that we can do something with, we will certainly make sure we do.

**Marci Durrant, Kuna Food Bank** That would be great, thank you.

**6. Public Hearings:**

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

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

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

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

**8. Business Items:**

*(Timestamp 00:19:59)*

- A.** Consideration to approve a request from Patagonia Development, LLC, Patagonia Lakes Development, LLC and Westpark Company, INC. and Hayden Homes of Idaho, LLC, for a partial re-assignment of the Patagonia East, Ridge and Lakes Subdivision recorded Development Agreement. – Troy Behunin, Senior Planner **ACTION ITEM**

**Mayor Stear** All right, that takes us to Business Item, number A. Consideration to approve a request from Patagonia Development, LLC; Patagonia Lakes Development, LLC; and West Park Company incorporated; and hidden homes of Idaho, LLC for a partial reassignment of the Patagonia East Ridge and Lake Subdivision recorded development agreement, Troy.

**Senior Planner Troy Behunin** Good evening, Mr. Mayor, and Members of the Council. For the record, Troy Behunin, Senior Planner, Kuna Planning and Zoning Department. So the development agreement that was recorded for the Patagonia East Lakes and Ridge Subdivision back in October of last year; The original developer has someone who's interested in purchasing part of that overall subdivision, not the whole thing just some of it, and they would like a partial reassignment to take on some of those responsibilities themselves, and that's what this agreement is all about, Heath Clark with Clark Wardle is here tonight. If you have any specific questions. But I'm also here if you have any questions about the overall development, as well.

**Mayor Stear** And so can you maybe explain a little deeper into what that reassignment looks like? Is there any changes to the development agreement or is it just reassigning the same development agreement to a new owner?

**Senior Planner Troy Behunin** For the record, Troy Behunin, again. That's a great question, Mr. Mayor. There are no changes to the development agreement, just a reassignment of obligations on performance obligations.

**Mayor Stear** Okay. Yes, sir?

**Council President Bruce** Is this... is this something we normally do or have done in the past?

**Senior Planner Troy Behunin** Development Agreements are done frequently, but this is the first partial reassignment.

**Mayor Stear** Yes.

**Council Member Laraway** Question for you. Is there anything under the original Patagonia Development Agreement that has not been brought up to date as far as pumps, pipeline, anything that is going to be handed over to this next company?

**Senior Planner Troy Behunin** For the record, Troy Behunin. Good question, Council Member Laraway. Right now, they're... They have not started any kind of construction for the portion that will be reassigned these obligations, so... However, the original developer West Park, let's call it West Park Company, they are getting ready to record the first plat in Patagonia East. So yes, infrastructure has been extended to and through that site but the part of the development agreement affected by this partial reassignment has yet to even begin.

**Council Member Laraway** Okay, thank you.

**Mayor Stear** Further questions?

**City Attorney Marc Bybee** Mayor, if I might.

**Mayor Stear** Yes.

**City Attorney Marc Bybee** Marc Bybee, City Attorney. Just to answer, I think it's Council Member or Council President Bruce that asks if we've done this before. My recollection is actually last year at this same DA, there's a proposed partial reassignment that the Council did approve and then that transaction that... between the current developer and the buyer and developer fell through, so the assignment actually ended up not happening and so. We have... the Council approved one of these before it was actually on the same day a different buyer. The last time this one structured slightly different because the last one was a single purchase. This one there's two purchases and so it's going to be like a phased reassignment. So there's two agreements for each portion of the purchase, if that makes sense, but it's to the same. Each purchase is to the same new developer, it's just they're phasing it. I think Mr. Clark could speak more to why that's happening, but I just wanted to point out we have... The Council actually had seen this before with a different buyer.

**Mayor Stear** Thank you. Yes.

**Council President Bruce** Once this is done, Troy, will this... will they be able to change anything that's already been approved, like for the layout or? Or do they have that option to come back and change just that portion? So if they buy this and say, "Hey, we don't want to build it like we already agreed."

**Senior Planner Troy Behunin** For the record, Troy Behunin, and that's a great question, Council Member Bruce, Council President Bruce. There are no proposed changes to the development agreement, which means there's no proposed changes to the approved preliminary plat. So if in the event that they would like to change something material or by design, they would have to come back for Council's approval or and if it rises to that occasion, they would have to do another public hearing in order to make those changes. But this does not propose any changes at all to what's already been approved.

**Council Member Laraway** One more question.

**Mayor Stear** Yes.

**Council Member Laraway** How many, I don't know if you can answer this, but how many dwelling units are we talking about in this phase that we are transferring over?

*[Short Pause]*

**Senior Planner Troy Behunin** Council Member Laraway, for the record, Troy Behunin, I'm not sure but the... this portion of the project, so there's three different subdivisions all within the same application. There's Patagonia E, Patagonia Lakes, and Patagonia Ridge. This represents the 3rd and final subdivision which is roughly half of what was approved roughly. I don't know the number...

**Council Member Laraway** Ballpark figure. I won't hold you to it.

**Senior Planner Troy Behunin** 290.

**Council Member Laraway** Thank you.

**Council President Bruce** I have one more question.

**Mayor Stear** Yes.

**Council President Bruce** And if this project if we did do the reassignment. And there was a certain number of EDU's that were assigned to this project as a whole, who would get to pull them first? If he started building, they would be his and then...

**Senior Planner Troy Behunin** That's excellent question, Marc...For the record Troy Behunin, Marc Bybee and I've had that discussion and Marc and Heath have discussed that, as well.

**City Attorney Marc Bybee** Yeah, so that was a concern of mine too. So when I reviewed this, that was a concern that I spoke to Mr. Clark about because the EDU's for the this this preliminary plat. They were approved in... because this developer actually helped build some infrastructure and that is essentially the purchase agreement as we get that, we grant them EDU's in order to pay for that sewer infrastructure that they constructed. And so the developer that would be the seller here, they possess, so they belong to that developer. But we also put a caveat in that agreement related to, you know, granting those EDU's that they're unique to these parcels. They're not something that they can say, well, I have, you know, the 500, whatever EDU's I'm going to sell some of this and take them across town to another piece of land. They're unique to those. And so speaking with Mr. Clark, there is an agreement which we're not a party to as a city. It's not something we'll agree to, but they're going to be selling EDU's to this developer as well. And so they're and I have told them to look there's no way that person can come and use the EDU's without the proof, and so we're at some point going to have to be made aware of the city, because if the this buyer here were to show up and say, "Hey, I'm developing this" 'till they can actually show they have the EDU, they wouldn't get approval. So that's an assignment agreement that has to happen where they obtain the portion of these EDU's to be able to actually develop it. I hope that makes sense how I explained that I was a little all over the place.

**Council President Bruce** No, I get it, I guess I just wanted to make sure that we're not just because we're essentially creating, you know, two other developed 22 developments. I just didn't want to...

**City Attorney Marc Bybee** Not creating new EDU's and that was something that absolutely came up. That was that was probably my primary concern when I saw this is how it's this new developer going to have EDU's and that's something that there is another agreement that's going on for this, I guess the purchase and assignment of a portion of the EDU'S.

**Heath Clark, West Park Company** Mr. Mayor, I'm with Mr. Clark. I'd be happy to answer any questions about this and I might be able to add a few things to help.

**Mayor Stear** Do you want to hear from?

**Council President Bruce** It's your show. I'm just here.

**Mayor Stear** If you want, go ahead, and come on up and state your name and address for the record.

**Heath Clark, West Park Company** Mayor and Council, Heath Clark, 251 E front St. in Boise, representing the West Park Company and, I thought I'd just give a little bit of background. So this is something that we've asked for, not looking for any sort of special treatment or a favor or anything out of the ordinary. It's based largely on the language of the development agreement that speaks to Council needing to provide approval whenever there's a complete assignment of a development agreement.

So in this case, we're assigning the rights to that portion of the property, and so out of an abundance of caution, spoke with Marc, and we decided that it probably makes the most sense to bring this to you and just allow you to rubber stamp that so that the Council is very much aware of that, that property is transferring. To Troy's point, the development agreement runs with the land, right? So, the development agreement is going to be a binding obligation of any subsequent owner. This is sort of a dotting of the I and crossing of the T's that we're talking about here. Then, with regard to the EDU's, there are no new EDU's that are being created. West Park has the contractual right to a certain number of EDU's and there's 287 that are associated with this property. So Troy was pretty darn close and the arrangement is that we will provide an assignment document at closing that says you buyer have these EDU's and then they can march over to the city and say, "Okay, these of the ones that West Park has, we now have this portion of them." So hopefully that clarifies all of that not creating any new development rights, not changing anything, dotting I's, and crossing T's.

**Mayor Stear** Okay.

**Heath Clark, West Park Company** Thank you.

**Mayor Stear** Thank you, anything further?

**Council President Bruce** I don't have anything further, Greg?

**Council Member McPherson** No.

**Council President Bruce** Biggs?

**Council Member Biggs** I'm just wondering, is there anything that prohibits, I guess in this development agreement, to accelerate the development in any way compared to the other. Is it all going to be...applied for just like anything else? So I mean now we have two different owners on the same in the same section, I guess I'm asking.

**Senior Planner Troy Behunin** For the record, Troy Behunin, I think I understand your question. You just you just want to find out scheduling and timing of construction, correct? Okay, so I had a detailed conversation with Mike Borzick in public works about this. The agreement that the City has with West Park for the sewer expansion. A lot of those EDU's are already reserved because of their contribution to that system. So, certainly with two developers working on the same project. Yes, the timeline is going to be compressed and so we're going to get to the finish line sooner, but with our limit to 40 EDU's per phase and developers usually only do one phase, maybe a little bit more than one phase, per year. And there's like 18 phases here we've got several years before the end actually is reached, certainly sooner than just one developer, but they are welcome to... I mean, if approved, then they would be welcome to proceed in the same fashion, without restriction.

**Council Member Biggs** So okay, so if I'm following you then so the original... a phased approach. If they had 18 phases and these were numbers, were supposed to be 15, 16, 17, 18. Hypothetically, now those can go at whatever at basically when they want to, as long as they have EDU's.

**Senior Planner Troy Behunin** That would be correct.

**Council President Bruce** I have a question, Mr. Mayor.

**Mayor Stear** Okay.

**Council President Bruce** So the sewer will be built out by the original developer prior to the other developer having access to it, I think that's what you're asking, right? Is, if will the agreement be met prior to?

**Council Member Biggs** Basically, yeah.

*[Inaudible Background Conversation]*

**Planning and Zoning Director Doug Hanson** For the record, Doug Hanson, Kuna Planning and Zoning staff. So, the sewer infrastructure, irrigation, sewer, water, pressurized irrigation, that's all something that gets installed after preliminary plat is approved on a phase-by-phase basis. So not all that is installed at once. So for phase 1 before the city will sign a final plat to bring it to record the county so they can start getting CFO's and building, they need to install all of that infrastructure. So if it is hypothetically phases 15, 16, 17 like you asked, it's likely that the portion that the partial assignment is being transferred to, we'll still construct on a similar timeline because it won't pencil out for them to pull services further when the initial developer is building, those in a phased approach, they'll likely wait until it's ready to step directly into, because that won't be as much of a cost burden as well.

**Council President Bruce** Thanks. Marc, how do you want this worded the motion? Do you want this motion worded a certain way?

**City Attorney Marc Bybee** Did you have a resolution or no? So, It'd just be a motion to authorize or approve the partial assignment of the DA. You could say the name of the DA, but that's what it is.

**Council Member Laraway** Would it be partial 'reassignment'?

**Council President Bruce** Yeah, partial 'reassignment'?

**City Attorney Marc Bybee** Just 'assignment.'

**Council President Bruce** Assignment.

**Council Member Laraway** Assignment.

**Council President Bruce** I make a motion that we approve the partial assignment from Patagonia Development, LLC; between Patagonia, LLC Lakes Development, LLC; and West Park Company, Inc; and Hayden Homes of Idaho, LLC.

**Council Member McPherson** Second.

**Mayor Stear** Okay, we have a motion and a second for approval. Is there any further discussion? All those in favor say 'aye.'

**All Council Members** Aye.

**Mayor Stear** Is there any opposed? Motion carries.

*(Timestamp 00:35:30)*

**Motion To:** Approve The Assignment From Patagonia, LLC between Patagonia, LLC Lakes Development, LLC; and West Park Company, Inc; and Hayden Homes of Idaho, LLC.

**Motion By:** Council Member Bruce

**Seconded By:** Council Member McPherson

**Further Discussion:** None

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

**Members Voting Nay:** None

**Members Absent:** None

**Approved Via:** Voice Vote

**4-0-0**

- B.** Consideration to approve the Findings of Fact and Conclusions of Law: Case Nos. 23-06-AN & 23-05-S, Bristle Creek Subdivision. – Troy Behunin, Senior Planner **ACTION ITEM**

*(Timestamp 00:36:05)*

**Mayor Stear** Next, we have consideration to approve the findings and fact and conclusions of law for case #'s 23-06-AN and 23-05-S Bristol Creek subdivision, Troy.

**Senior Planner Troy Behunin** Thank you, Mr. Mayor. For the record, Troy Behunin. Council Members, thank you. The only reason why staff is prepared a memo for this particular item because normally findings of fact are or a written decision is not on this portion of the agenda. It's usually a consent agenda, but the change this time is because you'll notice that the format is very different than what Council has seen in the past. It's more streamlined and it is something that Marc Bybee and staff has been working on to follow a better format in the event that there's a challenge.

**Mayor Stear** Yes, Marc.

**City Attorney Marc Bybee** Marc Bybee, City Attorney, so to shed a little more light on that, there's been some recent Idaho Supreme Court Case Law related to land use decisions. A phrase that is oft repeated in those decisions that I've seen is 'reasoned statement' that we need to have a reasoned statement that comes from the requirements of LLUPA. And if you consider the decisions you've been signing for a number of years now, they're called 'findings of fact, conclusions of law and order.' We refer to them as FCO's a lot. And so this is a shift to recognize that Supreme Court case law and trying to make decisions that are more consistent. I can tell you the structure is a little bit different; the substance is different and it's a result of I've looked at case law and I've basically said "what is the Supreme Court telling us our decisions need to have?" And so the sections in here I'll tell you, I caused quite a bit of consternation for Troy on this to kind of get this put into the format to have the right substantive findings in there to be consistent with what I think the Supreme Court is telling us, our city decisions must be and so that's kind of the driving force behind this.

And in particular like the section about relevant criterion standards, factual findings, and then a very, in the factual findings, there's a subsection called 'relevant contested facts.' And that's the part that definitely was a shift in identifying what were contested facts, who was contesting them and ultimately, eventually this section that's Council's findings of fact on a relevant, contested facts. And so if you think about this

when there's a contested fact. I mean you could have one person come in saying the sky is blue or someone else is saying it's orange. Council hears it and they and when you make your determination, you say, "well, which one?" "What did we find?" We heard those two versions of testimony and people fighting about what the color of the sky is. Well, we find the sky to be blue, right? That's. And so it has provisions like that where you're actually identifying that there was a fact. Contest about something, whether as a member of the public or somebody else offering some contest, maybe contest. Maybe an engineering report or the opinion of the developer, and then the Council's conclusion on that. And so those happen those factual findings happen in Section 2, where it concludes with the subsection C in there, where there's this Council's factual findings on these relevant contested facts, where you're actually saying. "Here's two versions of facts we were presented that's in B and then in C This is what we found to actually be the facts." Does that kind of make sense on that? And it ends with a reasoned statement, which is a rationale for the city's decision based on the criteria that was in front of it and other decisions. If, like if this wasn't solely based on an annexation, there would be a lot more, or not a lot more, but there'd be more sections than what's in here since this is an annexation, we eliminated some sections. If this had LLUPA permits that were being decided, like rezone or a pre-plat. There would be more sections addressing some other parts that need to be in there for those. But nonetheless, this reasoned statement in subsection 3 I want I'm drawing this to the Council's attention because this is my attempt to capture what I think the Council was saying on this application, and I think this is a fairly strong position the Council is taking it, but adopts this paragraph in Section 3 and I want to make sure it actually matches what the Council believes. So I'm drawing your attention specifically to that, asking you to read it before voting, and if there's a reason to deliberate or directions to staff that actually you missed it, go back, and fix it, then let's get that in before this is signed.

**Mayor Stear** Yes, Council Member Bruce.

**Council President Bruce** I think it looks good. Yeah. No, no, I like it.

**Mayor Stear** Okay, good.

**Council member Biggs** I read it I thought it looks great.

**Council President Bruce** Yeah.

**Council Member Laraway** Makes it easier.

**Council President Bruce** Looks like you've done that before.

**Council Member Biggs** You've captured...

**City Attorney Marc Bybee** This is this is actually this is the first rendition of this decision for me or this format. So it was... Yeah, some close reading of case law and saying what are they actually saying We need to do and like these section headings are using language from case law actually, just as an FYI.

**Council President Bruce** Thank you.

**Mayor Stear** And Troy pulled most his hair out during that conversation, so.

*[Laughter]*

**Council Member Biggs** I just want to make sure that is this only going to be for denials, or is this for anything?

**City Attorney Marc Bybee** It's going to be for all of our decisions, they're going to follow this format. There needs to...there... We need to be having these reason statements and in all of them. We need to be resolving fact contests, so that goes to... You may remember there's a conversation, Me and Troy had with you probably two or three months ago where we were talking about, we're probably going to interject and say "Hey, We got some members of the public arguing this. We have the developer saying this. We have an engineer report saying this." What is the Council's decision on that? What? What's the facts? Like, what did you conclude is, for lack of a better term, reality here? What? What do you? Does that make sense? And so that's this to make this format work, there's going to be instances where going to say, "look we as staff are sitting here hearing two people saying different things about the same thing." We need you guys to decide what is the fact what is, what's reality. So I will tell you that makes that those types of decisions, if there's an appeal, they're going to zero in on those things. And so we got to be deliberate about doing that and those finding the fact must actually be supported by evidence in the record and not just conjecture or heartburn that you're having that day they need to be supported by things that were presented to the Council.

**Council Member Biggs** And I guess you would come back to us for feedback if you didn't quite capture the whether we just had heartburn or something like in this case this is a, this is a denial and there was a you know pretty obvious reason why. But if there wasn't then that's something would probably come back to us for more explanation during the decision-making process?

**City Attorney Marc Bybee** Yes.

**Council Member Biggs** Thank you.

**Council President Bruce** Capture the essence.

**Mayor Stear** Yeah, I think it's a really good clarification of what was discussed and how you came to that decision. I think I like it a lot better. It's a better format. Okay, anything further?

**Council Member Laraway** Yes, I've got a question, Troy. If possible, can I get a copy of this one section in the paper? Because once we once we're out of here, we get rid of it. It's going to be hard to go back and try to find this.

**Senior Planner Troy Behunin** I will have a copy of the written reason decision for you before I leave.

**Council Member Laraway** Okay.

**Mayor Stear** All right, we need a motion.

**Planning and Zoning Director Doug Hanson** Mr. Mayor, if I may, for the record, Doug Hanson, Kuna Planning and Zoning staff. In your if you choose to approve in your approval this evening, can you please make that approve the decision and reason statement for case numbers 23-06-AN and 23-05-S rather than the Findings of Fact and Conclusions of law?

**Council President Bruce** All right, say that again.

**Planning and Zoning Director Doug Hanson** Where it reads approve the findings of fact and conclusions of law. We need that to be 'approve the decision and reasoned statement.'

**Council President Bruce** And will it be changed for all of the future ones like this?

**Planning and Zoning Director Doug Hanson** That's correct.

**Council President Bruce** Anybody have anything else?

**Council Member McPherson** No.

**Council Member Biggs** No.

**Council President Bruce** I make a motion that we approve the decision and reasoned statement for case #23-06-AN and 23-05-S.

**Council Member Biggs** Second.

**Mayor Stear** Okay, we have a motion and a second, is there any further discussion on that? All those in favor say ‘aye.’

**All Council Members** Aye.

**Mayor Stear** Is there any opposed? And that motion carries.

**Council President Bruce** Thank you, Marc, and team.

**Council Member Laraway** Troy.

**Council President Bruce** And Troy.

*(Timestamp 00:45:14)*

**Motion To:** Approve The Decision And Reasoned Statement for Case#23-06-AN and 23-05-S

**Motion By:** Council Member Bruce

**Seconded By:** Council Member Biggs

**Further Discussion:** None

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

**Members Voting Nay:** None

**Members Absent:** None

**Approved Via:** Voice Vote

**4-0-0**

**9. Ordinances:**

*(Timestamp 00:45:46)*

**A. Consideration to approve Ordinance 2024-19 ACTION ITEM**

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

- MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND
- REZONING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY ASSESSOR’S PARCEL NO. S1301438810, OWNED BY TOLL SOUTHWEST, LLC, SITUATED WITHIN THE CORPORATE CITY LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO; AND
- AMENDING THE ZONING MAP; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

*Consideration to waive three readings.*

*Consideration to approve Ordinance.*

**Mayor Stear** Consideration to approve Ordinance 2024-19. A Municipal Rezone Ordinance of the City Council of the City of Kuna making certain findings and declarations of authority and rezoning certain real property. To wit, Ada County Assessor's parcel number S1301438810. Owned by Toll Southwest, LLC situated in the within the corporate limits of the city of Kuna, Ada County, Idaho, and amending the zoning map and directing the city engineer and city clerk and providing an effective date.

**Council President Bruce** I make a motion that we waive 3 readings of Ordinance #2024-19.

**Council Member Laraway** Second.

**Mayor Stear** Motion is made and seconded to waive the three readings. Is there any further discussion? All those in favor say 'aye.'

**All Council Members** Aye.

**Mayor Stear** Any opposed? Motion carries.

*(Timestamp 00:46:42)*

**Motion To:** Waive 3 Readings of Ordinance 2024-19

**Motion By:** Council Member Bruce

**Seconded By:** Council Member Laraway

**Further Discussion:** None

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

**Members Voting Nay:** None

**Members Absent:** None

**Approved Via:** Voice Vote

**4-0-0**

**Council President Bruce** I make a motion that we consider the approval of Ordinance 2024-19, as published.

**Council Member McPherson** Second.

**Mayor Stear** Motion is made and seconded for approval. Is there any further discussion? Nathan, would you poll the Council?

**City Clerk Nathan Stanley** Council Member McPherson.

**Council Member McPherson** Yes.

**City Clerk Nathan Stanley** Council Member Biggs.

**Council Member Biggs** Yes.

**City Clerk Nathan Stanley** Council Member Laraway.

**Council Member Laraway** Yes.

**City Clerk Nathan Stanley** Council President Bruce.

**Council President Bruce** Yes.

**Mayor Stear** And that motion carries.

*(Timestamp 00:47:00)*

**Motion To:** Approve Ordinance 2024-19 As Published

**Motion By:** Council Member Bruce

**Seconded By:** Council Member McPherson

**Further Discussion:** None

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

**Members Voting Nay:** None

**Members Absent:** None

**Approved Via:** Roll Call Vote

**4-0-0**

## **10. Executive Session:**

*(Timestamp 00:47:28)*

- A. Enter into executive session under 74-206(c) To acquire an interest in real property not owned by a public agency; (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated.

**Mayor Stear** The only other thing we have on the agenda tonight is an executive session. There's a couple things we need to talk about. There will be no decisions made at this executive session, you're welcome to stay until after we're finished with that. Basically, we're going to come out and say that information was received and no action was taken, so...

**Council President Bruce** I make a motion that...

**Mayor Stear** Have a good rest of your evening.

**Council President Bruce** You need a motion to?

**Mayor Stear** Yes, please.

**Council President Bruce** make a motion that we move to executive session under section 74-206 (C).

**Council Member McPherson** Second.

**Mayor Stear** Motion is made and seconded to enter executive session under 74-206 (C).

**Mayor Stear** Nathan, would you...

**City Clerk Nathan Stanley** Also, section F as well.

**Council President Bruce** Oh, and Section F.

**Mayor Stear** Section F.

**City Clerk Nathan Stanley** Council Member McPherson.

**Council Member McPherson** Yes.

**City Clerk Nathan Stanley** Council Member Biggs.

**Council Member Biggs** Yes.

**City Clerk Nathan Stanley** Council Member Laraway.

**Council Member Laraway** Yes.

**City Clerk Nathan Stanley** Council President Bruce.

**Council President Bruce** Yes.

**Mayor Stear** All right, that motion carries.

*(Timestamp 00:48:00)*

**Motion To:** Enter Executive Session Under Idaho Code 74-206 (C); and Idaho Code 74-206 (F)

**Motion By:** Council Member Bruce

**Seconded By:** Council Member McPherson

**Further Discussion:** None

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

**Members Voting Nay:** None

**Members Absent:** None

**Approved Via:** Roll Call Vote

**4-0-0**

*Pursuant to Idaho Code 74-205(2) The Executive Session Minutes May be Found Below:*

**Persons Present:**

*Mayor Stear*

*Council Member Bruce*

*Council Member Biggs*

*Council Member McPherson*

*Council Member Laraway*

*J. Empey*

*N. Stanley*

*M. Treasure*

*A. Wenger*

*City Attorney M. Bybee*

**Purpose and Topic(s) of Executive Session:**

*Idaho Code 74-206 (c) To acquire an interest in real property not owned by a public agency; ‘and’*

*Idaho Code 74-206 (f) To communicate with legal counsel for the public agency to discuss the legal ramifications of and legal options for pending litigation, or controversies not yet being litigated but imminently likely to be litigated. The mere presence of legal counsel at an executive session does not satisfy this requirement.*

*Pursuant to Idaho Code 74-206(3) No executive session may be held for the purpose of taking any final action or making any final decision.*

*Information Received; No Action Taken*

*Executive Session Adjourned at 7:56PM*

**11. Mayor/Council Announcements:**

**12. Adjournment:**

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Joe L. Stear, Mayor

ATTEST:

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Nathan Stanley, City Clerk

*Minutes prepared by Garrett Michaelson, Kuna City Clerk's Office*  
*Date Approved: CCM 08.20.2024*

City of Kuna

Payment Approval Report - City Council Approval  
 Report dates: 8/2/2024-8/15/2024

Page: 1  
 Aug 15, 2024 09:55AM

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.	204034370-00		<u>SPRINKLERS, B. WITHROW, AUG '24</u>	07/11/2024	1,201.74	1,201.74	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	8/24	08/09/2024	
Total 204034370-00:						1,201.74	1,201.74					
1461	2M COMPANY, INC.	204034964-00	18698	<u>IRRIGATION REPAIR ITEMS FOR GREEN BELT, R. WARWICK, JULY '24</u>	07/30/2024	95.78	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	8/24		
Total 204034964-00:						95.78	.00					
Total 2M COMPANY, INC.:						1,297.52	1,201.74					
<b>ABC STAMP, SIGNS &amp; AWARDS</b>												
277	ABC STAMP, SIGNS & AWARDS	0575673	18714	<u>NOTARY STAMP FOR J. REID, JULY '24</u>	08/06/2024	38.19	.00	01-6165 OFFICE SUPPLIES	4000	8/24		
Total 0575673:						38.19	.00					
Total ABC STAMP, SIGNS & AWARDS:						38.19	.00					
<b>ACTION GLASS &amp; WINDSHIELD REPAIR LLC</b>												
1649	ACTION GLASS & WINDSHIELD REPAIR LLC	3443	17308	<u>WINDOW REPLACEMENT AT HISTORY CENTER, J. ADAMS, JAN '24</u>	08/05/2024	200.00	.00	01-6140 MAINT. & REPAIR BUILDING	0	8/24		
Total 3443:						200.00	.00					
Total ACTION GLASS & WINDSHIELD REPAIR LLC:						200.00	.00					

**ADA COUNTY HIGHWAY DISTRICT (IMPACT)**

City of Kuna

Payment Approval Report - City Council Approval  
Report dates: 8/2/2024-8/15/2024

Page: 2  
Aug 15, 2024 09:55AM

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
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	07312024ACH		<u>ACHD IMPACT FEES, JULY 2024</u>	07/31/2024	270,523.00	270,523.00	<u>30-2081 ACHD IMPACT FEE</u>	0	8/24	08/09/2024	
Total 07312024ACHDI:						270,523.00	270,523.00					
Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):						270,523.00	270,523.00					
<b>ADA COUNTY HIGHWAY DISTRICT (RENT)</b>												
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	18628		<u>SHOP RENT FOR AUGUST '24 - ADMIN</u>	08/05/2024	148.50	148.50	<u>01-6211 RENT-BUILDINGS &amp; LAND</u>	1004	8/24	08/09/2024	
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	18628		<u>SHOP RENT FOR AUGUST '24 - WATER</u>	08/05/2024	126.00	126.00	<u>20-6211 RENT-BUILDINGS &amp; LAND</u>	0	8/24	08/09/2024	
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	18628		<u>SHOP RENT FOR AUGUST '24 - SEWER</u>	08/05/2024	121.50	121.50	<u>21-6211 RENT - BUILDINGS &amp; LAND</u>	0	8/24	08/09/2024	
1037	ADA COUNTY HIGHWAY DISTRICT (RENT)	18628		<u>SHOP RENT FOR AUGUST '24 - P.I.</u>	08/05/2024	54.00	54.00	<u>25-6211 RENT - BUILDINGS &amp; LAND</u>	0	8/24	08/09/2024	
Total 18628:						450.00	450.00					
Total ADA COUNTY HIGHWAY DISTRICT (RENT):						450.00	450.00					
<b>ADA COUNTY SHERIFF'S OFFICE</b>												
6	ADA COUNTY SHERIFF'S OFFICE	122283		<u>SHERIFF-POLICE SERVICES FOR AUGUST '24</u>	08/01/2024	316,476.00	.00	<u>01-6000 LAW ENFORCEMENT SERVICES</u>	0	8/24		
Total 122283:						316,476.00	.00					
Total ADA COUNTY SHERIFF'S OFFICE:						316,476.00	.00					
<b>AKK INVESTMENTS LLC</b>												
2074	AKK INVESTMENTS LLC	I320455045867	18697	<u>ROUGH PLUMBING TAGS FOR BUILDING DEPT., D. STEPHENS, JULY '24</u>	07/31/2024	80.25	80.25	<u>01-6165 OFFICE SUPPLIES</u>	1005	8/24	08/09/2024	
Total I320455045867:						80.25	80.25					

City of Kuna

Payment Approval Report - City Council Approval  
Report dates: 8/2/2024-8/15/2024

Page: 3  
Aug 15, 2024 09:55AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total AKK INVESTMENTS LLC:						80.25	80.25					
<b>ANALYTICAL LABORATORIES</b>												
1	ANALYTICAL LABORATORIES	2405313		<u>MONTHLY BACTERIA SAMPLES - JULY '24 - WATER</u>	07/31/2024	1,573.65	.00	20-6152 M & R - LABORATORY COSTS	0	8/24		
Total 2405313:						1,573.65	.00					
1	ANALYTICAL LABORATORIES	2405314		<u>MONTHLY BACTERIA SAMPLES - JULY '24 - SEWER</u>	07/31/2024	2,049.15	.00	21-6152 M & R - LABORATORY COSTS	0	8/24		
Total 2405314:						2,049.15	.00					
Total ANALYTICAL LABORATORIES:						3,622.80	.00					
<b>BIG SKY RENTALS LLC</b>												
1846	BIG SKY RENTALS LLC	13978	18642	<u>LIGHT RENTALS FOR FREEDOM FIESTA EVENT ON 07/29/24, JULY '24</u>	07/22/2024	1,000.00	.00	01-6135 PUBLIC ENTERTAINMENT	1004	8/24		
Total 13978:						1,000.00	.00					
Total BIG SKY RENTALS LLC:						1,000.00	.00					
<b>BUTTE FENCE INC</b>												
2177	BUTTE FENCE INC	0114612-IN		<u>REPAIRS TO PHOTO EYES ON GATE OPERATOR AT PARKS SHOP, J. ADAMS, AUG '24</u>	08/01/2024	375.00	375.00	01-6140 MAINT. & REPAIR BUILDING	1004	8/24	08/09/2024	
Total 0114612-IN:						375.00	375.00					
Total BUTTE FENCE INC:						375.00	375.00					
<b>CAMPBELL TRACTOR &amp; IMPLEMENT COMPANY</b>												
135	CAMPBELL TRACTOR & IMPLEMENT COMPANY	W09458	17663	<u>RENTAL OF TRACTOR FOR 8 MONTHS, M. WEBB, JULY '24</u>	07/11/2024	3,000.00	3,000.00	01-6212 RENT-EQUIPMENT	1004	8/24	08/09/2024	

City of Kuna

Payment Approval Report - City Council Approval  
Report dates: 8/2/2024-8/15/2024

Page: 4  
Aug 15, 2024 09:55AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total W09458:						3,000.00	3,000.00					
Total CAMPBELL TRACTOR & IMPLEMENT COMPANY:						3,000.00	3,000.00					
<b>CAPITAL PAVING CO</b>												
20	CAPITAL PAVING CO	15166		<u>ADDED VALVES, HYDRANTS &amp; OTHER ITEMS FOR WATER LINE EXTENSION AT LUKER AND STAGECOACH, D. CROSSLEY, JULY '24</u>	07/09/2024	33,050.00	33,050.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	8/24	08/09/2024	
Total 15166:						33,050.00	33,050.00					
Total CAPITAL PAVING CO:						33,050.00	33,050.00					
<b>CASELLE INC</b>												
1239	CASELLE INC	134762		<u>CONTRACT SUPPORT AND MAINTENANCE FOR 08/01-08/31/24 - ADMIN</u>	08/01/2024	816.24	816.24	<u>01-6052 CONTRACT SERVICES</u>	0	8/24	08/09/2024	
1239	CASELLE INC	134762		<u>CONTRACT SUPPORT AND MAINTENANCE FOR 08/01-08/31/24 - WATER</u>	08/01/2024	558.48	558.48	<u>20-6052 CONTRACT SERVICES</u>	0	8/24	08/09/2024	
1239	CASELLE INC	134762		<u>CONTRACT SUPPORT AND MAINTENANCE FOR 08/01-08/31/24 - SEWER</u>	08/01/2024	558.48	558.48	<u>21-6052 CONTRACT SERVICES</u>	0	8/24	08/09/2024	
1239	CASELLE INC	134762		<u>CONTRACT SUPPORT AND MAINTENANCE FOR 08/01-08/31/24 - P.I.</u>	08/01/2024	214.80	214.80	<u>25-6052 CONTRACT SERVICES</u>	0	8/24	08/09/2024	
Total 134762:						2,148.00	2,148.00					
Total CASELLE INC:						2,148.00	2,148.00					
<b>CENTER CREEK CONSTRUCTION LLC</b>												
2297	CENTER CREEK CONSTRUCTION LLC	287		<u>19 WATER VALVES FOR SWAN FALLS &amp; LUKER ACHD PROJECT, D. CROSSLEY, AUG '24</u>	08/12/2024	7,505.00	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	8/24		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 287:						7,505.00	.00					
Total CENTER CREEK CONSTRUCTION LLC:						7,505.00	.00					
<b>CENTURYLINK</b>												
62	CENTURYLINK	333719348072		<u>DEDICATED LANDLINE TO SCADA, 07/25/2024-08/24/2024 - WATER</u>	07/25/2024	31.29	31.29	20-6255 TELEPHONE EXPENSE	0	8/24	08/02/2024	
62	CENTURYLINK	333719348072		<u>DEDICATED LANDLINE TO SCADA, 07/25/2024-08/24/2024 - SEWER</u>	07/25/2024	31.29	31.29	21-6255 TELEPHONE EXPENSE	0	8/24	08/02/2024	
62	CENTURYLINK	333719348072		<u>DEDICATED LANDLINE TO SCADA, 07/25/2024-08/24/2024 - P.I.</u>	07/25/2024	11.91	11.91	25-6255 TELEPHONE EXPENSE	0	8/24	08/02/2024	
Total 33371934807252024:						74.49	74.49					
62	CENTURYLINK	333719768072		<u>INTERNET SERVICES FOR PARKS, 07/25/2024-08/24/2024</u>	07/25/2024	100.58	100.58	01-6255 TELEPHONE	1004	8/24	08/02/2024	
Total 33371976807252024:						100.58	100.58					
62	CENTURYLINK	333971613080		<u>DEDICATED LANDLINE TO SCADA, 08/07-09/06/2024 - WATER</u>	08/07/2024	29.44	.00	20-6255 TELEPHONE EXPENSE	0	8/24		
62	CENTURYLINK	333971613080		<u>DEDICATED LANDLINE TO SCADA, 08/07-09/06/2024 - SEWER</u>	08/07/2024	29.44	.00	21-6255 TELEPHONE EXPENSE	0	8/24		
62	CENTURYLINK	333971613080		<u>DEDICATED LANDLINE TO SCADA, 08/07-09/06/2024 - P.I.</u>	08/07/2024	11.21	.00	25-6255 TELEPHONE EXPENSE	0	8/24		
Total 33397161308072024:						70.09	.00					
Total CENTURYLINK:						245.16	175.07					

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>CIVIL SURVEY CONSULTANTS INC</b>												
23	CIVIL SURVEY CONSULTANTS INC	21030-09		PROFESSIONAL SERVICES FOR PERIOD 07/01-07/31/24 DESIGN SERVICES ON LINDER ROAD, MAIN ST TO DEER FLAT RD UTILITY ADJUSTEMENT PROJECT - WATER	08/01/2024	847.56	.00	20-6202 PROFESSIONAL SERVICES	0	8/24		
23	CIVIL SURVEY CONSULTANTS INC	21030-09		PROFESSIONAL SERVICES FOR PERIOD 07/01-07/31/24 DESIGN SERVICES ON LINDER ROAD, MAIN ST TO DEER FLAT RD UTILITY ADJUSTEMENT PROJECT - SEWER	08/01/2024	847.56	.00	21-6202 PROFESSIONAL SERVICES	0	8/24		
23	CIVIL SURVEY CONSULTANTS INC	21030-09		PROFESSIONAL SERVICES FOR PERIOD 07/01-07/31/24 DESIGN SERVICES ON LINDER ROAD, MAIN ST TO DEER FLAT RD UTILITY ADJUSTEMENT PROJECT - P.I.	08/01/2024	322.88	.00	25-6202 PROFESSIONAL SERVICES	0	8/24		
Total 21030-09:						2,018.00	.00					
23	CIVIL SURVEY CONSULTANTS INC	23043-07		PROFESSIONAL SERVICES FOR PERIOD 07/01-07/31/24 DESIGN SERVICES ON HUBBARD ROAD UTILITY PROJECT	08/01/2024	3,394.00	.00	20-6020 CAPITAL IMPROVEMENTS	0	8/24		
Total 23043-07:						3,394.00	.00					
Total CIVIL SURVEY CONSULTANTS INC:						5,412.00	.00					
<b>COASTLINE EQUIPMENT COMPANY</b>												
1788	COASTLINE EQUIPMENT COMPANY	1156910		RENTAL JOHN DEERE 544 G-TIER WHEEL LOADER FOR MOVING LANDSCAPE PRODUCT AT PARKS SHOP, B. WITHROW, AUG '24	08/08/2024	5,191.73	.00	01-6212 RENT-EQUIPMENT	1004	8/24		
Total 1156910:						5,191.73	.00					

City of Kuna

Payment Approval Report - City Council Approval  
Report dates: 8/2/2024-8/15/2024

Page: 7  
Aug 15, 2024 09:55AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total COASTLINE EQUIPMENT COMPANY:						5,191.73	.00					
<b>CORE &amp; MAIN LP</b>												
63	CORE & MAIN LP	V406610	18754	<u>5 1 INCH REGISTERS, J. OSBORN, AUG '24</u>	08/08/2024	1,824.60	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	8/24		
Total V406610:						1,824.60	.00					
Total CORE & MAIN LP:						1,824.60	.00					
<b>CUSTOM ELECTRIC, INC.</b>												
147	CUSTOM ELECTRIC, INC.	9353	18729	<u>SET UP NEW ANALYZERS AT TREATMENT PLANT, D. CROSSLEY, AUG '24</u>	08/02/2024	525.00	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	8/24		
Total 9353:						525.00	.00					
147	CUSTOM ELECTRIC, INC.	9354	18730	<u>REPLACED VFD AT SADIE CREEK P.I. STATION, D. CROSSLEY, AUG '24</u>	08/02/2024	1,193.76	.00	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	8/24		
Total 9354:						1,193.76	.00					
147	CUSTOM ELECTRIC, INC.	9357	18758	<u>SADIE CREEK PUMP REPAIRS, D.CROSSLEY, AUG '24</u>	08/07/2024	157.50	.00	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	8/24		
Total 9357:						157.50	.00					
Total CUSTOM ELECTRIC, INC.:						1,876.26	.00					
<b>D &amp; B SUPPLY</b>												
75	D & B SUPPLY	1670	18753	<u>2 TORCHES FOR PARKS DEPT, B. BAUER, AUG '24</u>	08/07/2024	111.98	.00	<u>01-6175 SMALL TOOLS</u>	1004	8/24		
Total 1670:						111.98	.00					

City of Kuna

Payment Approval Report - City Council Approval  
 Report dates: 8/2/2024-8/15/2024

Page: 8  
 Aug 15, 2024 09:55AM

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
75	D & B SUPPLY	1942	18769	<u>SHIRTS FOR PARKS NEW HIRE, M. PRICE, M. WEBB, AUG '24</u>	08/09/2024	112.70	.00	<u>01-6285 UNIFORMS</u>	1004	8/24		
Total 1942:						112.70	.00					
75	D & B SUPPLY	2055	18750	<u>WEED TRIMMER HEADS AND OIL, J. PEREZ, AUG '24</u>	08/07/2024	153.94	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	8/24		
Total 2055:						153.94	.00					
75	D & B SUPPLY	2635	18777	<u>6 CANS OF SPRAY PAINT FOR HYDRANTS, M. DAVILA, AUG '24</u>	08/12/2024	41.94	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	8/24		
Total 2635:						41.94	.00					
75	D & B SUPPLY	28		<u>RETURN OF MOWER BLADES FOR CREDIT, J. PEREZ, AUG '24</u>	08/01/2024	-74.97	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	8/24		
Total 28:						-74.97	.00					
75	D & B SUPPLY	345	18717	<u>CAMOUFLAGE NETTING FOR KUNA DAYS MUD RUN, J. PEREZ, AUG '24</u>	08/01/2024	69.99	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	8/24		
Total 345:						69.99	.00					
75	D & B SUPPLY	3553A	18775	<u>HYDRATION KIT AND SAFETY GLASSES, D. WESTERMAN, AUG '24 - WATER</u>	08/12/2024	26.45	.00	<u>20-6230 SAFETY TRAINING &amp; EQUIPMENT</u>	0	8/24		
75	D & B SUPPLY	3553A	18775	<u>HYDRATION KIT AND SAFETY GLASSES, D. WESTERMAN, AUG '24 - SEWER</u>	08/12/2024	26.45	.00	<u>21-6230 SAFETY TRAINING &amp; EQUIPMENT</u>	0	8/24		
75	D & B SUPPLY	3553A	18775	<u>HYDRATION KIT AND SAFETY GLASSES, D. WESTERMAN, AUG '24 - P.I.</u>	08/12/2024	10.08	.00	<u>25-6230 SAFETY TRAINING &amp; EQUIPMENT</u>	0	8/24		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 3553A:						62.98	.00					
75	D & B SUPPLY	3764	18788	<u>WD-40 FOR PARKS SHOP. S. CAHILL, AUG '24</u>	08/13/2024	8.09	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	8/24		
Total 3764:						8.09	.00					
75	D & B SUPPLY	391	18719	<u>HOSE FOR FLOWERS &amp; SPRAY PAINT FOR KUNA DAYS. A. GOODWIN, AUG '24</u>	08/01/2024	43.97	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	8/24		
Total 391:						43.97	.00					
75	D & B SUPPLY	5458	18716	<u>FITTINGS FOR KUNA DAYS MUD RUN. S. CAHILL, JULY '24</u>	07/31/2024	64.47	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	8/24		
Total 5458:						64.47	.00					
75	D & B SUPPLY	6127	18723	<u>CAMOUFLAGE NETTING FOR KUNA DAYS MUD RUN. S. CAHILL, AUG '24</u>	08/01/2024	74.19	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	8/24		
Total 6127:						74.19	.00					
75	D & B SUPPLY	9778	18707	<u>2 RAKES. M. WEBB, JULY '24</u>	07/31/2024	49.98	.00	<u>01-6175 SMALL TOOLS</u>	1004	8/24		
75	D & B SUPPLY	9778	18707	<u>BLADES FOR PARKS MOWER. M. WEBB, JULY '24</u>	07/31/2024	74.97	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	8/24		
Total 9778:						124.95	.00					
75	D & B SUPPLY	9822A	18711	<u>PIPE FITTINGS FOR KUNA DAYS MUD RUN. C. REGLI, JULY '24</u>	07/31/2024	58.43	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	8/24		

City of Kuna

Payment Approval Report - City Council Approval  
Report dates: 8/2/2024-8/15/2024

Page: 10  
Aug 15, 2024 09:55AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 9822A:						58.43	.00					
Total D & B SUPPLY:						852.66	.00					
<b>DATATEL LLC</b>												
1566	DATATEL LLC	IN-8001081211		<u>08/01-08/01/24 INTERNET SERVICES - PARKS</u>	08/02/2024	189.46	189.46	<u>01-6290 UTILITIES</u>	1004	8/24	08/09/2024	
Total IN-8001081211683:						189.46	189.46					
Total DATATEL LLC:						189.46	189.46					
<b>DIGLINE</b>												
25	DIGLINE	0074489-IN		<u>DIG FEES, JULY '24 - WATER</u>	07/31/2024	473.38	.00	<u>20-6065 DIG LINE EXPENSE</u>	0	8/24		
25	DIGLINE	0074489-IN		<u>DIG FEES, JULY '24 - SEWER</u>	07/31/2024	473.38	.00	<u>21-6065 DIG LINE EXPENSE</u>	0	8/24		
25	DIGLINE	0074489-IN		<u>DIG FEES, JULY '24 - P.I.</u>	07/31/2024	180.34	.00	<u>25-6065 DIG LINE EXPENSE</u>	0	8/24		
Total 0074489-IN:						1,127.10	.00					
Total DIGLINE:						1,127.10	.00					
<b>DMH ENTERPRISES LLC</b>												
1745	DMH ENTERPRISES LLC	07312024DMH		<u>PLUMBING PERMITS, JULY 2024</u>	07/31/2024	12,813.00	12,813.00	<u>01-6052 CONTRACT SERVICES</u>	1005	8/24	08/09/2024	
Total 07312024DMH:						12,813.00	12,813.00					
Total DMH ENTERPRISES LLC:						12,813.00	12,813.00					
<b>DONGALEN ENTERPRISES INC</b>												
2257	DONGALEN ENTERPRISES INC	7548784	18756	<u>PIECE OF PLASTIC FOR THE MEMBRANES AT TREATMENT PLANT, S.HARMON, AUG '24</u>	08/08/2024	158.17	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	8/24		

City of Kuna

Payment Approval Report - City Council Approval  
Report dates: 8/2/2024-8/15/2024

Page: 11  
Aug 15, 2024 09:55AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 7548784:						158.17	.00					
Total DONGALEN ENTERPRISES INC:						158.17	.00					
<b>DUBOIS CHEMICALS INC</b>												
512	DUBOIS CHEMICALS INC	IN-30314691	18692	<u>1 TOTE OF CHLORINE FOR CEDAR AND BUTLER WELL, D. CROSSLEY, JULY '24</u>	07/30/2024	1,389.12	.00	<u>20-6151 M &amp; R - PROCESS CHEMICALS</u>	0	8/24		
Total IN-30314691:						1,389.12	.00					
512	DUBOIS CHEMICALS INC	IN-30317745	18718	<u>TOTE OF CHLORINE FOR DANSKIN WELL, D. CROSSLEY, AUG '24</u>	08/07/2024	1,316.70	.00	<u>20-6151 M &amp; R - PROCESS CHEMICALS</u>	0	8/24		
Total IN-30317745:						1,316.70	.00					
Total DUBOIS CHEMICALS INC:						2,705.82	.00					
<b>DYKMAN ELECTRICAL, INC.</b>												
1706	DYKMAN ELECTRICAL, INC.	0695354-IN	18595	<u>GEAR BOX REPAIR, M. NADEAU, JULY '24</u>	07/31/2024	2,119.07	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	8/24		
Total 0695354-IN:						2,119.07	.00					
Total DYKMAN ELECTRICAL, INC.:						2,119.07	.00					
<b>DYNA PARTS LLC</b>												
2115	DYNA PARTS LLC	302310	18726	<u>12 VOLT POWER OUTLET FOR KABOTA, R. WARWICK, AUG. 24</u>	08/02/2024	11.39	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	8/24		
Total 302310:						11.39	.00					
2115	DYNA PARTS LLC	302460	18747	<u>FILTERS FOR FLEET STOCK, J. DURHAM, AUG '24- ADMIN</u>	08/06/2024	10.65	.00	<u>01-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	8/24		



City of Kuna

Payment Approval Report - City Council Approval  
Report dates: 8/2/2024-8/15/2024

Page: 13  
Aug 15, 2024 09:55AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				<u>WATER</u>	08/12/2024	10.78	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	8/24		
2115	DYNA PARTS LLC	302789	18776	<u>OIL FOR FLEET SHOP SUPPLIES, J. DURHAM AUG '24-SEWER</u>	08/12/2024	10.78	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	8/24		
2115	DYNA PARTS LLC	302789	18776	<u>OIL FOR FLEET SHOP SUPPLIES, J. DURHAM AUG '24-P.I</u>	08/12/2024	5.38	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	8/24		
2115	DYNA PARTS LLC	302789	18776	<u>BREAKAWAY CABLE FOR SEWER TRAILER, J. DURHAM AUG '24</u>	08/12/2024	13.48	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	8/24		
Total 302789:						67.36	.00					
Total DYNA PARTS LLC:						243.65	.00					
<b>ELECTRICAL CONTROLS &amp; INSTRUMENTATION</b>												
1744	ELECTRICAL CONTROLS & INSTRUMENTATION	07312024ECI		<u>ELECTRICAL PERMITS, JULY 2024</u>	07/31/2024	16,936.90	16,936.90	01-6052 CONTRACT SERVICES	1005	8/24	08/09/2024	
Total 07312024ECI:						16,936.90	16,936.90					
Total ELECTRICAL CONTROLS & INSTRUMENTATION:						16,936.90	16,936.90					
<b>FERGUSON ENTERPRISES INC</b>												
219	FERGUSON ENTERPRISES INC	0896838	18672	<u>HOSE CONNECTORS FOR KUNA DAYS, M. WEBB, JULY '24</u>	07/29/2024	371.60	371.60	01-6135 PUBLIC ENTERTAINMENT	1004	8/24	08/02/2024	
Total 0896838:						371.60	371.60					
219	FERGUSON ENTERPRISES INC	0897665	18731	<u>HOSE FITTINGS FOR KUNA DAYS MUD RUN, C. REGLI, AUG '24</u>	08/02/2024	37.47	.00	01-6135 PUBLIC ENTERTAINMENT	1004	8/24		
Total 0897665:						37.47	.00					

City of Kuna

Payment Approval Report - City Council Approval  
Report dates: 8/2/2024-8/15/2024

Page: 14  
Aug 15, 2024 09:55AM

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
219	FERGUSON ENTERPRISES INC	0897675	18735	<u>TIES AND BEARINGS FOR STOCK &amp; REPAIRS, J.COX, AUG '24</u>	08/02/2024	2,529.70	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	8/24		
Total 0897675:						2,529.70	.00					
Total FERGUSON ENTERPRISES INC:						2,938.77	371.60					
<b>FLUID CONNECTOR PRODUCTS, INC.</b>												
1083	FLUID CONNECTOR PRODUCTS, INC.	9211604	18783	<u>HOSES FOR PARKS TOOL CAT, S. CAHILL, AUG '24</u>	08/12/2024	343.45	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	8/24		
Total 9211604:						343.45	.00					
Total FLUID CONNECTOR PRODUCTS, INC.:						343.45	.00					
<b>FREUND PROPERTIES LLC</b>												
2014	FREUND PROPERTIES LLC	9159		<u>CONTRACT SERVICES/IT SUPPORT, AUG '24 - ADMIN</u>	08/01/2024	3,542.17	3,542.17	01-6142 MAINT. & REPAIR - EQUIPMENT	0	8/24	08/02/2024	
2014	FREUND PROPERTIES LLC	9159		<u>CONTRACT SERVICES/IT SUPPORT, AUG '24 - WATER</u>	08/01/2024	2,423.59	2,423.59	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	8/24	08/02/2024	
2014	FREUND PROPERTIES LLC	9159		<u>CONTRACT SERVICES/IT SUPPORT, AUG '24 - SEWER</u>	08/01/2024	2,423.59	2,423.59	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	8/24	08/02/2024	
2014	FREUND PROPERTIES LLC	9159		<u>CONTRACT SERVICES/IT SUPPORT, AUG '24 - P.I.</u>	08/01/2024	932.15	932.15	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	8/24	08/02/2024	
Total 9159:						9,321.50	9,321.50					
Total FREUND PROPERTIES LLC:						9,321.50	9,321.50					
<b>G &amp; G ELECTRIC &amp; PLUMBING DIST.</b>												
1497	G & G ELECTRIC & PLUMBING DIST.	BB62598	18521	<u>STAINLESS 1" NIPPLE, M. NADEAU, JULY '24</u>	07/03/2024	8.20	.00	21-6150 M & R - SYSTEM	0	8/24		

City of Kuna

Payment Approval Report - City Council Approval  
Report dates: 8/2/2024-8/15/2024

Page: 15  
Aug 15, 2024 09:55AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total BB62598:						8.20	.00					
Total G & G ELECTRIC & PLUMBING DIST.:						8.20	.00					
<b>GOBLE SAMPSON ASSOC., INC.</b>												
1558	GOBLE SAMPSON ASSOC., INC.	BINV0011638	18661	<u>LOBES, M.NADEAU, JULY '24</u>	07/30/2024	8,178.60	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	8/24		
Total BINV0011638:						8,178.60	.00					
Total GOBLE SAMPSON ASSOC., INC.:						8,178.60	.00					
<b>HD SUPPLY INC</b>												
265	HD SUPPLY INC	INV00437482	18699	<u>2 EACH LEVEL TRANSMITTERS 0-10 PSI, D. CROSSLEY, JULY 24</u>	07/30/2024	1,766.36	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	8/24		
Total INV00437482:						1,766.36	.00					
Total HD SUPPLY INC:						1,766.36	.00					
<b>HDR ENGINEERING INC</b>												
1646	HDR ENGINEERING INC	1200641885		<u>PROFESSIONAL SERVICES FROM 06/30-07/27/2024 FOR DEER FLAT/TEN MILE WATERLINE PLACEMENT</u>	08/02/2024	560.00	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	8/24		
Total 1200641885:						560.00	.00					
Total HDR ENGINEERING INC:						560.00	.00					
<b>HOLLADAY ENGINEERING CO</b>												
1990	HOLLADAY ENGINEERING CO	50517		<u>PROFESSIONAL SERVICES THROUGH 07/31/24, PEREGRINE PROJECT, KU22-0309</u>	08/06/2024	15,069.36	.00	<u>01-6052 CONTRACT SERVICES</u>	0	8/24		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 50517:						15,069.36	.00					
1990	HOLLADAY ENGINEERING CO	50518		PROFESSIONAL SERVICES THROUGH 07/31/24, LAGOON #8, KU23-0379	08/06/2024	21,506.25	.00	21-6020 CAPITAL IMPROVEMENTS	0	8/24		
Total 50518:						21,506.25	.00					
Total HOLLADAY ENGINEERING CO:						36,575.61	.00					
<b>IDAHO POWER CO</b>												
38	IDAHO POWER CO	07182024IP		ELECTRIC SERVICE 06/01/24-06/30/24 - ADMIN	07/18/2024	1,634.53	1,634.53	01-6290 UTILITIES	0	8/24	08/02/2024	
38	IDAHO POWER CO	07182024IP		ELECTRIC SERVICE 06/01/24-06/30/24 - SENIOR CENTER	07/18/2024	493.68	493.68	01-6290 UTILITIES	1001	8/24	08/02/2024	
38	IDAHO POWER CO	07182024IP		ELECTRIC SERVICE 06/01/24-06/30/24 - PARKS	07/18/2024	2,025.77	2,025.77	01-6290 UTILITIES	1004	8/24	08/02/2024	
38	IDAHO POWER CO	07182024IP		ELECTRIC SERVICE 06/01/24-06/30/24 - WATER	07/18/2024	15,250.15	15,250.15	20-6290 UTILITIES EXPENSE	0	8/24	08/02/2024	
38	IDAHO POWER CO	07182024IP		ELECTRIC SERVICE 06/01/24-06/30/24 - SEWER	07/18/2024	27,066.37	27,066.37	21-6290 UTILITIES EXPENSE	0	8/24	08/02/2024	
38	IDAHO POWER CO	07182024IP		ELECTRIC SERVICE 06/01/24-06/30/24 - FARM/LAGOONS	07/18/2024	17,458.08	17,458.08	21-6090 FARM EXPENDITURES	0	8/24	08/02/2024	
38	IDAHO POWER CO	07182024IP		ELECTRIC SERVICE 06/01/24-06/30/24 - P.I.	07/18/2024	35,832.24	35,832.24	25-6290 UTILITIES EXPENSE	0	8/24	08/02/2024	
Total 07182024IP:						99,760.82	99,760.82					
38	IDAHO POWER CO	07302024IP		ELECTRIC SERVICE 07/20-07/29/24 - PARKS	07/30/2024	5.69	5.69	01-6290 UTILITIES	1004	8/24	08/09/2024	
Total 07302024IP:						5.69	5.69					
Total IDAHO POWER CO:						99,766.51	99,766.51					

City of Kuna

Payment Approval Report - City Council Approval  
Report dates: 8/2/2024-8/15/2024

Page: 17  
Aug 15, 2024 09:55AM

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>IDAHO PRESS TRIBUNE, LLC</b>												
1802	IDAHO PRESS TRIBUNE, LLC	46901	18628	<u>AD #539039. LEGAL NOTICE, CASE NO 24-02-AN POWDERHORN SUBDIVISION ANNEXATION WITH R6 ZONING, T. IRISH, JULY '24</u>	07/24/2024	40.34	40.34	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	8/24	08/02/2024	
Total 46901:						40.34	40.34					
1802	IDAHO PRESS TRIBUNE, LLC	46956	18649	<u>AD #539870. LEGAL NOTICE, CASE NO 24-03-S (PRE-PLAT) VALOR WEST AMENDMENT, T. IRISH, JULY '24</u>	07/31/2024	39.60	39.60	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	8/24	08/02/2024	
Total 46956:						39.60	39.60					
Total IDAHO PRESS TRIBUNE, LLC:						79.94	79.94					
<b>INTEGRITY PUMP SOLUTIONS INC</b>												
2032	INTEGRITY PUMP SOLUTIONS INC	Y24M8-718	18481	<u>REPLACEMENT OF CHEM TANKS (DEQ REQUIRED), T. FLEMING, JUNE '24</u>	08/09/2024	14,200.00	.00	<u>21-6166 PP&amp;E PURCHASES - OPERATIONS</u>	0	8/24		
Total Y24M8-718:						14,200.00	.00					
Total INTEGRITY PUMP SOLUTIONS INC:						14,200.00	.00					
<b>INTERMOUNTAIN GAS CO</b>												
37	INTERMOUNTAIN GAS CO	482128729073		<u>NATURAL GAS CONSUMPTION AT WELL #12, 06/29/24-07/29/24</u>	07/31/2024	33.70	33.70	<u>20-6290 UTILITIES EXPENSE</u>	0	8/24	08/09/2024	
Total 48212872907312024:						33.70	33.70					
37	INTERMOUNTAIN GAS CO	482135196073		<u>NATURAL GAS CONSUMPTION AT SENIOR CENTER, 06/27/24-07/29/24</u>	07/30/2024	53.96	53.96	<u>01-6290 UTILITIES</u>	1001	8/24	08/09/2024	
Total 48213519607302024:						53.96	53.96					

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
37	INTERMOUNTAIN GAS CO	482195000080		<u>NATURAL GAS CONSUMPTION AT NWWTP, 07/04-08/05/24 - WATER</u>	08/06/2024	7.68	.00	<u>20-6290 UTILITIES EXPENSE</u>	0	8/24		
37	INTERMOUNTAIN GAS CO	482195000080		<u>NATURAL GAS CONSUMPTION AT NWWTP, 07/04-08/05/24 - SEWER</u>	08/06/2024	7.68	.00	<u>21-6290 UTILITIES EXPENSE</u>	0	8/24		
37	INTERMOUNTAIN GAS CO	482195000080		<u>NATURAL GAS CONSUMPTION AT NWWTP, 07/04-08/05/24 - P.I.</u>	08/06/2024	2.92	.00	<u>25-6290 UTILITIES EXPENSE</u>	0	8/24		
Total 48219500008062024:						18.28	.00					
37	INTERMOUNTAIN GAS CO	482327707073		<u>NATURAL GAS CONSUMPTION AT PARKS DEPARTMENT, 06/27/24-07/29/24</u>	07/30/2024	8.24	8.24	<u>01-6290 UTILITIES</u>	1004	8/24	08/09/2024	
Total 48232770707302024:						8.24	8.24					
37	INTERMOUNTAIN GAS CO	482634665073		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 06/27/24-07/29/24 - ADMIN</u>	07/30/2024	7.67	7.67	<u>01-6290 UTILITIES</u>	0	8/24	08/09/2024	
37	INTERMOUNTAIN GAS CO	482634665073		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 06/27/24-07/29/24 - WATER</u>	07/30/2024	5.25	5.25	<u>20-6290 UTILITIES EXPENSE</u>	0	8/24	08/09/2024	
37	INTERMOUNTAIN GAS CO	482634665073		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 06/27/24-07/29/24 - SEWER</u>	07/30/2024	5.25	5.25	<u>21-6290 UTILITIES EXPENSE</u>	0	8/24	08/09/2024	
37	INTERMOUNTAIN GAS CO	482634665073		<u>NATURAL GAS CONSUMPTION AT CITY HALL, 06/27/24-07/29/24 - P.I.</u>	07/30/2024	2.01	2.01	<u>25-6290 UTILITIES EXPENSE</u>	0	8/24	08/09/2024	
Total 48263466507302024:						20.18	20.18					
37	INTERMOUNTAIN GAS CO	482746266073		<u>NATURAL GAS CONSUMPTION AT KUNA POLICE STATION, 06/27/24-07/29/24</u>	07/30/2024	12.28	12.28	<u>01-6290 UTILITIES</u>	0	8/24	08/09/2024	



Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				<u>JULY '24</u>	07/31/2024	711.24	711.24	<u>21-6212 RENT-EQUIPMENT</u>	0	8/24	08/02/2024	
Total 07312024JM:						14,329.04	14,329.04					
230	J & M SANITATION, INC.	08022024-080		<u>SANITATION RECEIPT TRANSFER_08/02-08/08/2024</u>	08/09/2024	80,897.35	80,897.35	<u>26-7000 SOLID WASTE SERVICE FEES</u>	0	8/24	08/09/2024	
230	J & M SANITATION, INC.	08022024-080		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES_08/02-08/08/2024</u>	08/09/2024	-7,992.66	-7,992.66	<u>01-4170 FRANCHISE FEES</u>	0	8/24	08/09/2024	
Total 08022024-08082024:						72,904.69	72,904.69					
Total J & M SANITATION, INC.:						117,735.22	117,735.22					
<b>JACK HENRY &amp; ASSOCIATES, INC.</b>												
1328	JACK HENRY & ASSOCIATES, INC.	4706045		<u>MONTHLY ACH PMT PROCESS - JULY '24 - ADMIN</u>	08/01/2024	38.95	.00	<u>01-6505 BANK FEES</u>	0	8/24		
1328	JACK HENRY & ASSOCIATES, INC.	4706045		<u>MONTHLY ACH PMT PROCESS - JULY '24 - WATER</u>	08/01/2024	26.65	.00	<u>20-6505 BANK FEES</u>	0	8/24		
1328	JACK HENRY & ASSOCIATES, INC.	4706045		<u>MONTHLY ACH PMT PROCESS - JULY '24 - SEWER</u>	08/01/2024	26.65	.00	<u>21-6505 BANK FEES</u>	0	8/24		
1328	JACK HENRY & ASSOCIATES, INC.	4706045		<u>MONTHLY ACH PMT PROCESS - JULY '24 - P.I.</u>	08/01/2024	10.26	.00	<u>25-6505 BANK FEES</u>	0	8/24		
Total 4706045:						102.51	.00					
Total JACK HENRY & ASSOCIATES, INC.:						102.51	.00					
<b>JASON LAROSE</b>												
2304	JASON LAROSE	08022024JL		<u>UMPIRE SERVICES FOR 4 SOFTBALL GAMES AT ZAMZOWS PARK FOR 07/22 AND 07/29. JULY '24</u>	08/02/2024	200.00	200.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	8/24	08/02/2024	

City of Kuna

Payment Approval Report - City Council Approval  
Report dates: 8/2/2024-8/15/2024

Page: 21  
Aug 15, 2024 09:55AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 08022024JL:						200.00	200.00					
Total JASON LAROSE:						200.00	200.00					
<b>JONATHAN STRICKLAND</b>												
1976	JONATHAN STRICKLAND	1749		<u>JANITORIAL SERVICES FOR AUGUST, CITY HALL- ADMIN</u>	08/01/2024	276.64	276.64	<u>01-6025 JANITORIAL</u>	0	8/24	08/02/2024	
1976	JONATHAN STRICKLAND	1749		<u>JANITORIAL SERVICES FOR AUGUST, CITY HALL- WATER</u>	08/01/2024	189.28	189.28	<u>20-6025 JANITORIAL</u>	0	8/24	08/02/2024	
1976	JONATHAN STRICKLAND	1749		<u>JANITORIAL SERVICES FOR AUGUST, CITY HALL- SEWER</u>	08/01/2024	189.28	189.28	<u>21-6025 JANITORIAL</u>	0	8/24	08/02/2024	
1976	JONATHAN STRICKLAND	1749		<u>JANITORIAL SERVICES FOR AUGUST, CITY HALL- P.I</u>	08/01/2024	72.80	72.80	<u>25-6025 JANITORIAL</u>	0	8/24	08/02/2024	
Total 1749:						728.00	728.00					
1976	JONATHAN STRICKLAND	1750		<u>JANITORIAL SERVICE FOR AUGUST, SENIOR CENTER</u>	08/01/2024	446.00	446.00	<u>01-6025 JANITORIAL</u>	1001	8/24	08/02/2024	
Total 1750:						446.00	446.00					
1976	JONATHAN STRICKLAND	1751		<u>JANITORIAL SERVICES FOR AUGUST, TREATMENT PLANT- WATER</u>	08/01/2024	193.20	193.20	<u>20-6025 JANITORIAL</u>	0	8/24	08/02/2024	
1976	JONATHAN STRICKLAND	1751		<u>JANITORIAL SERVICES FOR AUGUST, TREATMENT PLANT- SEWER</u>	08/01/2024	193.20	193.20	<u>21-6025 JANITORIAL</u>	0	8/24	08/02/2024	
1976	JONATHAN STRICKLAND	1751		<u>JANITORIAL SERVICES FOR AUGUST, TREATMENT PLANT- P.I</u>	08/01/2024	73.60	73.60	<u>25-6025 JANITORIAL</u>	0	8/24	08/02/2024	
Total 1751:						460.00	460.00					
1976	JONATHAN STRICKLAND	1752		<u>MONTHLY JANITORIAL SERVICES FOR AUGUST, PARKS SHOP</u>	08/01/2024	225.00	225.00	<u>01-6025 JANITORIAL</u>	1004	8/24	08/02/2024	

City of Kuna

Payment Approval Report - City Council Approval  
Report dates: 8/2/2024-8/15/2024

Page: 22  
Aug 15, 2024 09:55AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 1752:						225.00	225.00					
Total JONATHAN STRICKLAND:						1,859.00	1,859.00					
<b>KUNA JT. SCHOOL DISTRICT NO. 3</b>												
199	KUNA JT. SCHOOL DISTRICT NO. 3	812024		<u>FIBER OPTIC LEASE FOR JULY '24 - ADMIN</u>	08/01/2024	114.00	.00	01-6255 TELEPHONE	0	8/24		
199	KUNA JT. SCHOOL DISTRICT NO. 3	812024		<u>FIBER OPTIC LEASE FOR JULY '24 - WATER</u>	08/01/2024	78.00	.00	20-6255 TELEPHONE EXPENSE	0	8/24		
199	KUNA JT. SCHOOL DISTRICT NO. 3	812024		<u>FIBER OPTIC LEASE FOR JULY '24 - SEWER</u>	08/01/2024	78.00	.00	21-6255 TELEPHONE EXPENSE	0	8/24		
199	KUNA JT. SCHOOL DISTRICT NO. 3	812024		<u>FIBER OPTIC LEASE FOR JULY '24 - P.I.</u>	08/01/2024	30.00	.00	25-6255 TELEPHONE EXPENSE	0	8/24		
Total 812024:						300.00	.00					
Total KUNA JT. SCHOOL DISTRICT NO. 3:						300.00	.00					
<b>KUNA LUMBER</b>												
499	KUNA LUMBER	A144191	18668	<u>2 HOSE FITTINGS, J. WEBB, JULY '24</u>	07/25/2024	10.51	10.51	20-6150 M & R - SYSTEM	0	8/24	08/09/2024	
Total A144191:						10.51	10.51					
499	KUNA LUMBER	A144218	18686	<u>DRAIN CLEANER FOR SENIOR CENTER, S. HOWELL, JULY '24</u>	07/26/2024	12.59	12.59	01-6140 MAINT. & REPAIR BUILDING	1001	8/24	08/02/2024	
Total A144218:						12.59	12.59					
499	KUNA LUMBER	A144333	18720	<u>COUPLER FOR MUD RUN, S. CAHILL, AUG '24</u>	08/01/2024	9.44	.00	01-6135 PUBLIC ENTERTAINMENT	1004	8/24		

City of Kuna

 Payment Approval Report - City Council Approval  
 Report dates: 8/2/2024-8/15/2024

 Page: 23  
 Aug 15, 2024 09:55AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total A144333:						9.44	.00					
499	KUNA LUMBER	A144413	18745	<u>9 VOLT BATTERIES FOR SPRINKLER TIMERS, R. WARWICK, AUG '24</u>	08/06/2024	23.84	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	8/24		
Total A144413:						23.84	.00					
499	KUNA LUMBER	A144425	18751	<u>ANTI-SEIZE LUBRICANT FOR MIKE NADEAU AT PLANT, J.BOSTON, AUG '24</u>	08/07/2024	10.34	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	8/24		
Total A144425:						10.34	.00					
499	KUNA LUMBER	B59485	18514	<u>SAWZALL BLADES, J. WEBB, JULY '24 - WATER</u>	07/02/2024	23.75	23.75	<u>20-6175 SMALL TOOLS</u>	0	8/24	08/09/2024	
499	KUNA LUMBER	B59485	18514	<u>SAWZALL BLADES, J. WEBB, JULY '24 - P.I.</u>	07/02/2024	5.94	5.94	<u>25-6175 SMALL TOOLS</u>	0	8/24	08/09/2024	
Total B59485:						29.69	29.69					
499	KUNA LUMBER	B59619	18559	<u>ANT SPRAY, J. OSBORN, JULY '24</u>	07/10/2024	5.39	5.39	<u>20-6150 M &amp; R - SYSTEM</u>	0	8/24	08/09/2024	
Total B59619:						5.39	5.39					
499	KUNA LUMBER	B59807	18700	<u>COUPLINGS, WASP SPRAY AND CONCRETE, J. PEREZ, JULY '24</u>	07/30/2024	87.83	87.83	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	8/24	08/02/2024	
Total B59807:						87.83	87.83					
499	KUNA LUMBER	B60041	18688	<u>DRAIN OPENER TOOL FOR SENIOR CENTER, S. HOWELL, JULY '24</u>	07/29/2024	15.29	15.29	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1001	8/24	08/02/2024	

City of Kuna

Payment Approval Report - City Council Approval  
Report dates: 8/2/2024-8/15/2024

Page: 24  
Aug 15, 2024 09:55AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total B60041:						15.29	15.29					
499	KUNA LUMBER	B60098	18706	<u>GFI OUTLETS FOR BERNIE FISHER PARK, S. HOWELL, JULY '24</u>	07/31/2024	125.96	125.96	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	8/24	08/02/2024	
Total B60098:						125.96	125.96					
499	KUNA LUMBER	B60108	18710	<u>HOSE FITTINGS FOR KUNA DAYS MUD RUN, C. REGLI, JULY '24</u>	07/31/2024	96.17	96.17	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	8/24	08/09/2024	
Total B60108:						96.17	96.17					
499	KUNA LUMBER	B60115	18712	<u>CLAMPS FOR KUNA DAYS MUD RUN, S. CAHILL, JULY '24</u>	07/31/2024	35.90	35.90	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	8/24	08/02/2024	
Total B60115:						35.90	35.90					
499	KUNA LUMBER	B60218	18739	<u>PVC PARTS FOR REPAIR OF P.I. BREAK AT AT FARM, T. GIRAUD, AUG '24</u>	08/05/2024	4.48	.00	<u>21-6090 FARM EXPENDITURES</u>	0	8/24		
Total B60218:						4.48	.00					
499	KUNA LUMBER	B60220	18741	<u>WOODEN DOWELS TO REPAIR FENCE AT ZAMZOWS PARK, C. REGLI, AUG '24</u>	08/05/2024	12.04	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	8/24		
Total B60220:						12.04	.00					
499	KUNA LUMBER	B60250	18748	<u>PAD LOCKS FOR PARKS SHOP GATE, A. BILLINGS, AUG '24</u>	08/06/2024	16.55	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1004	8/24		
Total B60250:						16.55	.00					

City of Kuna

Payment Approval Report - City Council Approval  
Report dates: 8/2/2024-8/15/2024

Page: 25  
Aug 15, 2024 09:55AM

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
499	KUNA LUMBER	B60280	18762	<u>HOSE TIPS, SCREW TAPS &amp; BOTTLE OF PURPLE PRIMER, M. NADEAU, AUG '24</u>	08/08/2024	37.27	.00	21-6150_M & R - SYSTEM	0	8/24		
Total B60280:						37.27	.00					
Total KUNA LUMBER:						533.29	419.33					
<b>KUNA RURAL FIRE DISTRICT (IMPACT)</b>												
1944	KUNA RURAL FIRE DISTRICT (IMPACT)	07312024KRF		<u>FRFD IMPACT FEES, JULY 2024</u>	07/31/2024	146,432.10	146,432.10	30-2082_KRFD IMPACT FEE	0	8/24	08/09/2024	
Total 07312024KRFDI:						146,432.10	146,432.10					
Total KUNA RURAL FIRE DISTRICT (IMPACT):						146,432.10	146,432.10					
<b>KUNA URBAN RENEWAL AGENCY</b>												
828	KUNA URBAN RENEWAL AGENCY	08092024KUR		<u>KUNA URBAN RENEWAL CASH</u>	08/09/2024	125,000.00	125,000.00	99-1002_CASH - FIB_URBAN RENEWAL DIST	0	8/24	08/09/2024	
Total 08092024KURA:						125,000.00	125,000.00					
Total KUNA URBAN RENEWAL AGENCY:						125,000.00	125,000.00					
<b>LARIVIERE INC</b>												
2259	LARIVIERE INC	08122024LR		<u>PROFESSIONAL SERVICES FOR ORCHARD AVALON PEDESTRIAN PATHWAY, AUG '24</u>	08/12/2024	23,316.65	.00	40-6020_CAPITAL IMPROVEMENTS	0	8/24		
Total 08122024LR:						23,316.65	.00					
Total LARIVIERE INC:						23,316.65	.00					
<b>LES SCHWAB TIRES</b>												
221	LES SCHWAB TIRES	12800693545	18791	<u>PIVOT TIRE FOR THE FARM, J.BOSTON, AUG '24</u>	08/13/2024	455.98	.00	21-6090_FARM EXPENDITURES	0	8/24		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 12800693545:						455.98	.00					
Total LES SCHWAB TIRES:						455.98	.00					
<b>MASTER ROOTER SERVICES INC.</b>												
834	MASTER ROOTER SERVICES INC.	153397321	18703	CLEAN OUT DRINKING FOUNTAIN DRAIN AT SENIOR CENTER, S. HOWELL, JULY '24	07/30/2024	203.00	.00	01-6140 MAINT. & REPAIR BUILDING	1001	8/24		
Total 153397321:						203.00	.00					
Total MASTER ROOTER SERVICES INC.:						203.00	.00					
<b>MAV EVENT SERVICES LLC</b>												
2086	MAV EVENT SERVICES LLC	7161		SECURITY FOR FREEDOM FIESTA, S. JONES, AUG '24	08/04/2024	907.50	907.50	01-6135 PUBLIC ENTERTAINMENT	1004	8/24	08/09/2024	
Total 7161:						907.50	907.50					
Total MAV EVENT SERVICES LLC:						907.50	907.50					
<b>METROQUIP, INC.</b>												
196	METROQUIP, INC.	W04256	18736	PARTS & LABOR FOR VAC TRUCK REPAIR, J. WEBB, AUG '24 - WATER	08/02/2024	985.56	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	8/24		
196	METROQUIP, INC.	W04256	18736	PARTS & LABOR FOR VAC TRUCK REPAIR, J. WEBB, AUG '24 - SEWER	08/02/2024	985.56	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	8/24		
196	METROQUIP, INC.	W04256	18736	PARTS & LABOR FOR VAC TRUCK REPAIR, J. WEBB, AUG '24 - P.I.	08/02/2024	375.46	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	8/24		
Total W04256:						2,346.58	.00					
196	METROQUIP, INC.	W04297	18764	PARTS & LABOR FOR VAC TRUCK REPAIR, J. WEBB, AUG '24 - WATER	08/08/2024	482.08	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	8/24		



City of Kuna

Payment Approval Report - City Council Approval  
Report dates: 8/2/2024-8/15/2024

Page: 28  
Aug 15, 2024 09:55AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				<u>R49-2023, AUG. 24</u>	08/07/2024	255,664.01	.00	05-6305 WATER MAIN CAPACITY REIMBURSE	0	8/24		
1849	MISCELLANEOUS #2	08072024FC		<u>M3 ID FALCON CREST, OFFSITE IMPROVEMENTS, R56 -2023, AUG.24</u>	08/07/2024	397,106.08	.00	05-6305 WATER MAIN CAPACITY REIMBURSE	0	8/24		
Total 08072024FC:						2,022,756.03	.00					
Total MISCELLANEOUS #2:						2,022,756.03	.00					
<b>NORTH AMER CENTRAL SCH BUS HLDING CO LLC</b>												
2200	NORTH AMER CENTRAL SCH BUS HLDING CO LLC	579-04842	17739	<u>BUSSING FOR RANGER FIELD TRIP TO CELEBRATION PARK, A.BILLINGS, JULY '24</u>	07/31/2024	294.80	.00	01-6135 PUBLIC ENTERTAINMENT	1004	8/24		
Total 579-04842:						294.80	.00					
Total NORTH AMER CENTRAL SCH BUS HLDING CO LLC:						294.80	.00					
<b>O'REILLY AUTO ENTERPRISES LLC</b>												
2121	O'REILLY AUTO ENTERPRISES LLC	5841-362809	18737	<u>SHOP TOWELS X3, M. NADEAU, JULY 24</u>	08/02/2024	56.97	.00	21-6150 M & R - SYSTEM	0	8/24		
Total 5841-362809:						56.97	.00					
Total O'REILLY AUTO ENTERPRISES LLC:						56.97	.00					
<b>PEAK ALARM COMPANY, INC</b>												
1021	PEAK ALARM COMPANY, INC	1407673		<u>ALARM MONITORING, (SNOWHAWK, CEDAR, DANSKIN, BEST BATH, EL CAJON, BUTLER, AND SEGO PRAIRIE WELLS), 8/1-31/2024- WATER</u>	08/01/2024	221.41	.00	20-6150 M & R - SYSTEM	0	8/24		
1021	PEAK ALARM COMPANY, INC	1407673		<u>ALARM MONITORING, (SNOWHAWK, CEDAR, DANSKIN, BEST BATH, EL CAJON, BUTLER, AND SEGO PRAIRIE WELLS), 8/1-31/2024- P.I</u>	08/01/2024	55.35	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	8/24		

City of Kuna

Payment Approval Report - City Council Approval  
Report dates: 8/2/2024-8/15/2024

Page: 29  
Aug 15, 2024 09:55AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 1407673:						276.76	.00					
Total PEAK ALARM COMPANY, INC:						276.76	.00					
<b>PIPECO, INC</b>												
55	PIPECO, INC	S5561804.001	18565	<u>FITTING FOR ASHTON ESTATES PARK, S. CAHILL JUNE 24</u>	07/10/2024	155.27	155.27	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1326	8/24	08/02/2024	
Total S5561804.001:						155.27	155.27					
55	PIPECO, INC	S5606269.001		<u>CREDIT/RETURN OF WIRE FOR SPRINKLERS AT ASHTON ESTATES PARK, AUG. 24</u>	08/05/2024	-492.77	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1326	8/24		
Total S5606269.001:						-492.77	.00					
55	PIPECO, INC	S5606282.001	18740	<u>SPRINKLER PARTS FOR ASHTON ESTATES, S. CAHILL, AUG '24</u>	08/05/2024	168.62	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1326	8/24		
Total S5606282.001:						168.62	.00					
55	PIPECO, INC	S5608421.001	18746	<u>FITTINGS FOR SPRINKLERS AT ASHTON PARK, S.CAHILL, AUG.'24</u>	08/06/2024	514.46	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1326	8/24		
Total S5608421.001:						514.46	.00					
Total PIPECO, INC:						345.58	155.27					
<b>QUADIENT FINANCE USA INC</b>												
1770	QUADIENT FINANCE USA INC	073124QF		<u>POSTAGE METER REFILL- JULY 24- ADMIN</u>	07/31/2024	140.00	140.00	<u>01-6190 POSTAGE &amp; BILLING</u>	0	8/24	08/09/2024	
1770	QUADIENT FINANCE USA INC	073124QF		<u>POSTAGE METER REFILL- JULY 24- P&amp;Z</u>	07/31/2024	50.00	50.00	<u>01-6190 POSTAGE &amp; BILLING</u>	1003	8/24	08/09/2024	

City of Kuna

Payment Approval Report - City Council Approval  
Report dates: 8/2/2024-8/15/2024

Page: 30  
Aug 15, 2024 09:55AM

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
1770	QUADIENT FINANCE USA INC	073124QF		<u>POSTAGE METER REFILL- JULY 24- WATER</u>	07/31/2024	130.00	130.00	<u>20-6190 POSTAGE &amp; BILLING</u>	0	8/24	08/09/2024	
1770	QUADIENT FINANCE USA INC	073124QF		<u>POSTAGE METER REFILL- JULY 24- SEWER</u>	07/31/2024	130.00	130.00	<u>21-6190 POSTAGE &amp; BILLING</u>	0	8/24	08/09/2024	
1770	QUADIENT FINANCE USA INC	073124QF		<u>POSTAGE METER REFILL- JULY 24- P.I</u>	07/31/2024	50.00	50.00	<u>25-6190 POSTAGE &amp; BILLING</u>	0	8/24	08/09/2024	
Total 073124QF:						500.00	500.00					
Total QUADIENT FINANCE USA INC:						500.00	500.00					
<b>QUADIENT LEASING USA, INC</b>												
615	QUADIENT LEASING USA, INC	Q1443080		<u>MAIL METER LEASE PAYMENT 06/01-08/31/24- ADMIN</u>	07/30/2024	164.26	.00	<u>01-6190 POSTAGE &amp; BILLING</u>	0	8/24		
615	QUADIENT LEASING USA, INC	Q1443080		<u>MAIL METER LEASE PAYMENT 06/01-08/31/24- P&amp;Z</u>	07/30/2024	58.66	.00	<u>01-6190 POSTAGE &amp; BILLING</u>	1003	8/24		
615	QUADIENT LEASING USA, INC	Q1443080		<u>MAIL METER LEASE PAYMENT 06/01-08/31/24- WATER</u>	07/30/2024	152.52	.00	<u>20-6190 POSTAGE &amp; BILLING</u>	0	8/24		
615	QUADIENT LEASING USA, INC	Q1443080		<u>MAIL METER LEASE PAYMENT 06/01-08/31/24- SEWER</u>	07/30/2024	152.52	.00	<u>21-6190 POSTAGE &amp; BILLING</u>	0	8/24		
615	QUADIENT LEASING USA, INC	Q1443080		<u>MAIL METER LEASE PAYMENT 06/01-08/31/24- P.I</u>	07/30/2024	58.66	.00	<u>25-6190 POSTAGE &amp; BILLING</u>	0	8/24		
Total Q1443080:						586.62	.00					
Total QUADIENT LEASING USA, INC:						586.62	.00					
<b>REXEL USA, INC.</b>												
1613	REXEL USA, INC.	5J32466	18641	<u>ELECTRIC SUPPLIES TO RESTOCK SEWER TRUCK, J. BOSTON, JULY '24</u>	07/22/2024	1,142.26	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	8/24		
Total 5J32466:						1,142.26	.00					
Total REXEL USA, INC.:						1,142.26	.00					

City of Kuna

Payment Approval Report - City Council Approval  
Report dates: 8/2/2024-8/15/2024

Page: 31  
Aug 15, 2024 09:55AM

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>RICOH USA, INC. (MAINTENANCE)</b>												
1422	RICOH USA, INC. (MAINTENANCE)	5069875929		<u>COPIER CHARGES, MODEL #IMC2000, SERIAL #C86262110, PARKS OFFICE 07/01-07/31/20</u>	08/01/2024	11.19	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	8/24		
Total 5069875929:						11.19	.00					
Total RICOH USA, INC. (MAINTENANCE):						11.19	.00					
<b>RUSSELL GEORGE</b>												
2316	RUSSELL GEORGE	08062024RG		<u>UMPIRE SERVICES FOR 2 SOFTBALL GAMES ON 08/05 AT ZAMZOWS PARK, AUG '24</u>	08/06/2024	100.00	100.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	8/24	08/09/2024	
Total 08062024RG:						100.00	100.00					
Total RUSSELL GEORGE:						100.00	100.00					
<b>SAFEBUILT LLC</b>												
2173	SAFEBUILT LLC	538980		<u>META COMMERCIAL INSPECTIONS, 07/01-07/31/24</u>	07/31/2024	2,660.00	.00	<u>01-6052 CONTRACT SERVICES</u>	1005	8/24		
2173	SAFEBUILT LLC	538980		<u>RESIDENTIAL/COMMERCIAL BUILDING, MECHANICAL &amp; ENERGY CODE INSPECTIONS 07/01-07/31/24</u>	07/31/2024	10,307.50	.00	<u>01-6052 CONTRACT SERVICES</u>	1005	8/24		
Total 538980:						12,967.50	.00					
2173	SAFEBUILT LLC	542888		<u>COMMERCIAL PERMITS, 41665 &amp; 41777, JULY 24</u>	07/31/2024	350.00	.00	<u>01-6052 CONTRACT SERVICES</u>	1005	8/24		
Total 542888:						350.00	.00					
Total SAFEBUILT LLC:						13,317.50	.00					
<b>SHAW EXCAVATION SERVICES LLC</b>												

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
2292	SHAW EXCAVATION SERVICES LLC	1		<u>WATER SERVICE LINE REPAIR AT 378 CLEVELAND ST. JULY 24</u>	07/26/2024	3,290.00	3,290.00	20-6150 M & R - SYSTEM	0	8/24	08/02/2024	
Total 1:						3,290.00	3,290.00					
Total SHAW EXCAVATION SERVICES LLC:						3,290.00	3,290.00					
<b>SILVER CREEK SUPPLY</b>												
1786	SILVER CREEK SUPPLY	0016874855-0	18670	<u>SPRINKLER TIMERS FOR PARKS INVENTORY, R. WARWICK, JULY 24</u>	07/25/2024	429.69	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	8/24		
Total 0016874855-001:						429.69	.00					
1786	SILVER CREEK SUPPLY	0016878924-0	18713	<u>CHECK VALVES FOR SPRINKLERS AND REPAIR COUPLERS FOR IRRIGATION, J. PEREZ, JULY 24</u>	07/31/2024	186.10	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	8/24		
Total 0016878924-001:						186.10	.00					
Total SILVER CREEK SUPPLY:						615.79	.00					
<b>SOUTHWEST OFFICE SUPPLY INC</b>												
2213	SOUTHWEST OFFICE SUPPLY INC	WO-177202-1	18728	<u>EXPANSION FOLDERS, PAPER &amp; NOTEPADS FOR CITY HALL, J. MILLER, AUG '24- ADMIN</u>	08/05/2024	94.74	.00	01-6165 OFFICE SUPPLIES	0	8/24		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-177202-1	18728	<u>EXPANSION FOLDERS, PAPER &amp; NOTEPADS FOR CITY HALL, J. MILLER, AUG '24- WATER</u>	08/05/2024	64.82	.00	20-6165 OFFICE SUPPLIES	0	8/24		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-177202-1	18728	<u>EXPANSION FOLDERS, PAPER &amp; NOTEPADS FOR CITY HALL, J. MILLER, AUG '24- SEWER</u>	08/05/2024	64.82	.00	21-6165 OFFICE SUPPLIES	0	8/24		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-177202-1	18728	<u>EXPANSION FOLDERS, PAPER &amp; NOTEPADS FOR CITY HALL, J. MILLER, AUG '24- P.I</u>	08/05/2024	24.93	.00	25-6165 OFFICE SUPPLIES	0	8/24		

City of Kuna

Payment Approval Report - City Council Approval  
Report dates: 8/2/2024-8/15/2024

Page: 33  
Aug 15, 2024 09:55AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total WO-177202-1:						249.31	.00					
Total SOUTHWEST OFFICE SUPPLY INC:						249.31	.00					
<b>STEVEN PERRY</b>												
2315	STEVEN PERRY	1013		<u>LIMB REMOVAL FROM INDIAN CREEK, JULY 24</u>	07/31/2024	1,800.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	8/24		
Total 1013:						1,800.00	.00					
Total STEVEN PERRY:						1,800.00	.00					
<b>SWANK MOTION PICTURES INC</b>												
1877	SWANK MOTION PICTURES INC	DB 3700009		<u>MOVIES IN THE PARK, THE INDIAN IN THE CUPBOARD, 08/09/24</u>	08/07/2024	465.00	.00	01-6135 PUBLIC ENTERTAINMENT	1004	8/24		
Total DB 3700009:						465.00	.00					
Total SWANK MOTION PICTURES INC:						465.00	.00					
<b>TECHNOLOGY SOLUTIONS LLC</b>												
1823	TECHNOLOGY SOLUTIONS LLC	4933	18694	<u>CAMERA UP FOR DANSKIN LIFT STATION, M. WEBB, JULY 24</u>	08/07/2024	4,042.87	4,042.87	21-6166 PP&E PURCHASES - OPERATIONS	0	8/24	08/09/2024	
Total 4933:						4,042.87	4,042.87					
1823	TECHNOLOGY SOLUTIONS LLC	4934	18694	<u>CAMERA UPGRADE FOR ORCHARD LIFT STATION, M. WEBB, JULY 24</u>	08/07/2024	4,042.87	4,042.87	21-6166 PP&E PURCHASES - OPERATIONS	0	8/24	08/09/2024	
Total 4934:						4,042.87	4,042.87					
1823	TECHNOLOGY SOLUTIONS LLC	4935	18694	<u>CAMERA UPGRADE FOR CRIMSON POINT LIFT STATION, M. WEBB, JULY 24</u>	08/07/2024	4,042.87	4,042.87	21-6166 PP&E PURCHASES - OPERATIONS	0	8/24	08/09/2024	

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 4935:						4,042.87	4,042.87					
1823	TECHNOLOGY SOLUTIONS LLC	4936	18693	<u>CAMERA UPGRADE FOR CHAPPAROSA WELL HOUSE, M. WEBB, JULY 24</u>	08/08/2024	4,042.87	4,042.87	20-6166 PP&E PURCHASES OPERATIONS	0	8/24	08/09/2024	
Total 4936:						4,042.87	4,042.87					
1823	TECHNOLOGY SOLUTIONS LLC	4937	18693	<u>CAMERA UPGRADE FOR DANSKIN WELL HOUSE, M. WEBB, JULY 24</u>	08/08/2024	4,042.87	4,042.87	20-6166 PP&E PURCHASES OPERATIONS	0	8/24	08/09/2024	
Total 4937:						4,042.87	4,042.87					
1823	TECHNOLOGY SOLUTIONS LLC	4938	18693	<u>CAMERA UPGRADE FOR INDUSTRIAL WELL HOUSE, M. WEBB, JULY 24</u>	08/08/2024	4,042.87	4,042.87	20-6166 PP&E PURCHASES OPERATIONS	0	8/24	08/09/2024	
Total 4938:						4,042.87	4,042.87					
1823	TECHNOLOGY SOLUTIONS LLC	4939	18693	<u>CAMERA UPGRADE FOR DISCOVERY WELL HOUSE, M. WEBB, JULY 24</u>	08/08/2024	4,042.87	4,042.87	20-6166 PP&E PURCHASES OPERATIONS	0	8/24	08/09/2024	
Total 4939:						4,042.87	4,042.87					
Total TECHNOLOGY SOLUTIONS LLC:						28,300.09	28,300.09					
<b>THE WESTPARK COMPANY, INC.</b>												
1710	THE WESTPARK COMPANY, INC.	08072024WC		<u>DANSKIN FORCE MAIN TEN MILE RD REIMBURSEMENT, R58-2023, AUG. 24</u>	08/07/2021	614,641.19	.00	05-6306 SEWER MAIN CAPACITY REIMBURSE	0	8/24		
Total 08072024WC:						614,641.19	.00					
Total THE WESTPARK COMPANY, INC.:						614,641.19	.00					

City of Kuna

Payment Approval Report - City Council Approval  
Report dates: 8/2/2024-8/15/2024

Page: 35  
Aug 15, 2024 09:55AM

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>TOTAL EQUIP &amp; RENTAL OF CANYON COUNTY</b>												
2112	TOTAL EQUIP & RENTAL OF CANYON COUNTY	P12570	18780	<u>HYDRAULIC FLUID FOR PARKS TOOL CAT. J. DURHAM. AUG '24</u>	08/12/2024	199.18	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	8/24		
Total P12570:						199.18	.00					
TOTAL EQUIP & RENTAL OF CANYON COUNTY:						199.18	.00					
<b>TURF EQUIPMENT &amp; IRRIGATION INC</b>												
1969	TURF EQUIPMENT & IRRIGATION INC	766472-00	18760	<u>EDGER FOR PARKS. J. DURHAM. AUG. 24</u>	08/08/2024	750.00	.00	<u>01-6175 SMALL TOOLS</u>	1004	8/24		
Total 766472-00:						750.00	.00					
Total TURF EQUIPMENT & IRRIGATION INC:						750.00	.00					
<b>U.S. BANK (VISA)</b>												
1444	U.S. BANK (VISA)	019641770107	18454	<u>J.P. COOKE. 4 BOXES DOG TAGS. C.MANNING. JUN.'24</u>	06/25/2024	160.55	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	8/24		
Total 01964177010798457067:						160.55	.00					
1444	U.S. BANK (VISA)	019741850186	18502	<u>IDAHO PIZZA. LUNCHEON FOR DIRECTORS. N. STAUFFER. JULY 24</u>	07/02/2024	99.85	.00	<u>01-6155 MEETINGS/COMMITEES</u>	0	8/24		
Total 01974185018636587236:						99.85	.00					
1444	U.S. BANK (VISA)	113441900000	18513	<u>AMAZON. GUEST BOOK &amp; OFFICE DECOR FOR HISTORY CENTER. L.TORRES. JUL.'24</u>	07/08/2024	149.93	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	8/24		
Total 11344190000029682990:						149.93	.00					
1444	U.S. BANK (VISA)	113441930000		<u>AMAZON. DRINKING FOUNTAIN/ WATER BOTTLE FILLING STATION FOR SENIOR CENTER. JULY 24</u>	07/11/2024	1,300.09	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1001	8/24		





City of Kuna

Payment Approval Report - City Council Approval  
Report dates: 8/2/2024-8/15/2024

Page: 38  
Aug 15, 2024 09:55AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				<u>EDINGER, JUNE '24- ADMIN</u>	06/25/2024	114.24	.00	<u>01-6270 TRAVEL</u>	0	8/24		
1444	U.S. BANK (VISA)	170541788717	18462	<u>DELTA, FLIGHTS FOR CASELLE CONFERECE IN OCT FOR J. EDINGER, JUNE '24- WATER</u>	06/25/2024	150.79	.00	<u>20-6270 TRAVEL EXPENSES</u>	0	8/24		
1444	U.S. BANK (VISA)	170541788717	18462	<u>DELTA, FLIGHTS FOR CASELLE CONFERECE IN OCT FOR J. EDINGER, JUNE '24- SEWER</u>	06/25/2024	150.79	.00	<u>21-6270 TRAVEL EXPENSES</u>	0	8/24		
1444	U.S. BANK (VISA)	170541788717	18462	<u>DELTA, FLIGHTS FOR CASELLE CONFERECE IN OCT FOR J. EDINGER, JUNE '24- P.I</u>	06/25/2024	41.13	.00	<u>25-6270 TRAVEL EXPENSES</u>	0	8/24		
Total 17054178871781395876:						456.95	.00					
1444	U.S. BANK (VISA)	170541942919	18586	<u>HSI, CPR INSTRUCTOR REAUTHORIZATION, J. LORENTZ, JULY 24</u>	07/12/2024	15.00	.00	<u>01-6265 TRAINING &amp; SCHOOLING</u>	1004	8/24		
Total 17054194291948033370:						15.00	.00					
1444	U.S. BANK (VISA)	216419410283	18583	<u>AMAZON, REMOTE CONTROL GARAGE DOOR OPENERS FOR PLANT, D. CROSSLEY, JULY '24- WATER</u>	07/12/2024	25.70	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	8/24		
1444	U.S. BANK (VISA)	216419410283	18583	<u>AMAZON, REMOTE CONTROL GARAGE DOOR OPENERS FOR PLANT, D. CROSSLEY, JULY '24- SEWER</u>	07/12/2024	25.70	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	8/24		
1444	U.S. BANK (VISA)	216419410283	18583	<u>AMAZON, REMOTE CONTROL GARAGE DOOR OPENERS FOR PLANT, D. CROSSLEY, JULY '24- P.I</u>	07/12/2024	9.80	.00	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	8/24		
Total 2164194102830635501:						61.20	.00					
1444	U.S. BANK (VISA)	216419610138	18530	<u>AMAZON, SQWINCHER STICKS AND COMPUTER MOUSE, C. PATTON, JULY 24- WATER</u>	07/14/2024	22.11	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	8/24		

City of Kuna

Payment Approval Report - City Council Approval  
Report dates: 8/2/2024-8/15/2024

Page: 39  
Aug 15, 2024 09:55AM

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
1444	U.S. BANK (VISA)	216419610138	18530	<u>AMAZON, SQWINCHER STICKS AND COMPUTER MOUSE, C. PATTON, JULY 24- SEWER</u>	07/14/2024	22.11	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	8/24		
1444	U.S. BANK (VISA)	216419610138	18530	<u>AMAZON, SQWINCHER STICKS AND COMPUTER MOUSE, C. PATTON, JULY 24- P.I</u>	07/14/2024	8.42	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	8/24		
Total 2164196101382440607:						52.64	.00					
1444	U.S. BANK (VISA)	216419710201		<u>AMAZON, LEGAL PADS, LENS WIPES, D. CROSSLEY, JULY 24- WATER</u>	07/15/2024	16.21	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	8/24		
1444	U.S. BANK (VISA)	216419710201		<u>AMAZON, LEGAL PADS, LENS WIPES, D. CROSSLEY, JULY 24- SEWER</u>	07/15/2024	16.21	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	8/24		
1444	U.S. BANK (VISA)	216419710201		<u>AMAZON, LEGAL PADS, LENS WIPES, D. CROSSLEY, JULY 24- P.I</u>	07/15/2024	6.17	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	8/24		
Total 2164197102015351178:						38.59	.00					
1444	U.S. BANK (VISA)	309419400437	18571	<u>IDAHO GOV, WATER CERTIFICATION APPLICATION FOR A. WENGER, JULY '24- WATER</u>	07/11/2024	23.10	.00	<u>20-6265 TRAINING &amp; SCH00LING EXPENSE</u>	0	8/24		
1444	U.S. BANK (VISA)	309419400437	18571	<u>IDAHO GOV, WATER CERTIFICATION APPLICATION FOR A. WENGER, JULY '24- SEWER</u>	07/11/2024	23.10	.00	<u>21-6265 TRAINING &amp; SCH00LING EXPENSE</u>	0	8/24		
1444	U.S. BANK (VISA)	309419400437	18571	<u>IDAHO GOV, WATER CERTIFICATION APPLICATION FOR A. WENGER, JULY '24- P.I</u>	07/11/2024	8.80	.00	<u>25-6265 TRAINING &amp; SCH00LING EXPENSE</u>	0	8/24		
Total 309419400437015022:						55.00	.00					
1444	U.S. BANK (VISA)	316842040365	18647	<u>CHEF'S STORE, HOT DOG PAPERS FOR ZAMZOWS RIBBON CUTTING, A. BILLINGS, JULY '24</u>	07/22/2024	11.79	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	8/24		

City of Kuna

Payment Approval Report - City Council Approval  
Report dates: 8/2/2024-8/15/2024

Page: 40  
Aug 15, 2024 09:55AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 31684204036582362521:						11.79	.00					
1444	U.S. BANK (VISA)	330942050062	18650	<u>IDAHO GOV. DRINKING WATER TREATMENT LICENSE RENEWAL FOR J. WEBB, JULY '24- WATER</u>	07/22/2024	24.00	.00	<u>20-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	8/24		
1444	U.S. BANK (VISA)	330942050062	18650	<u>IDAHO GOV. DRINKING WATER TREATMENT LICENSE RENEWAL FOR J. WEBB, JULY '24- P.I</u>	07/22/2024	6.00	.00	<u>25-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	8/24		
1444	U.S. BANK (VISA)	330942050062	18650	<u>IDAHO GOV. DRINKING WATER DISTRIBUTION LICENSE RENEWAL FOR J. WEBB, JULY '24- WATER</u>	07/22/2024	24.00	.00	<u>20-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	8/24		
1444	U.S. BANK (VISA)	330942050062	18650	<u>IDAHO GOV. DRINKING WATER DISTRIBUTION LICENSE RENEWAL FOR J. WEBB, JULY '24- P.I</u>	07/22/2024	6.00	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	8/24		
Total 33094205006282032496:						60.00	.00					
1444	U.S. BANK (VISA)	359642000207	18375	<u>UNITED AIRLINES, 1 WAY FLIGHT FROM BOISE TO DALLAS FOR THE 3CM CONFERENCE FOR Z. MONTENEGRO, JUNE '24</u>	07/18/2024	252.48	.00	<u>01-6270 TRAVEL</u>	0	8/24		
Total 35964200020746225285:						252.48	.00					
1444	U.S. BANK (VISA)	406841809000	18490	<u>DURABUILT, STARTER REPAIR ON PARKS MOWER, J. DURHAM, JUNE 24</u>	06/28/2024	318.39	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	8/24		
Total 40684180900012400046:						318.39	.00					
1444	U.S. BANK (VISA)	430141880101	18524	<u>HOME DEPOT, LIGHT FOR GREENBELT MEN'S BATHROOM, S. HOWELL, JULY '24</u>	07/05/2024	56.47	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1004	8/24		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 43014188010194272179:						56.47	.00					
1444	U.S. BANK (VISA)	430142010101	18630	<u>HOME DEPOT. 2 PUMPS AND BATTERIES. M. WBB. JULY 24</u>	07/18/2024	835.00	.00	<u>01-6175 SMALL TOOLS</u>	1004	8/24		
Total 43014201010195261026:						835.00	.00					
1444	U.S. BANK (VISA)	450041940009	18579	<u>FAMILY DOLLAR. CANDY FOR RAFFLE. GIFT BASKET FOR CANYON COUNTY PARAMEDICS. Z. MONTENEGRO. JULY '24</u>	07/11/2024	13.25	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	0	8/24		
Total 45004194000968534003:						13.25	.00					
1444	U.S. BANK (VISA)	450041940009	18578	<u>FAMILY DOLLAR. ART SUPPLIES FOR BOYS &amp; GIRLS CLUB GIFT BASKET. Z. MONTENEGRO. JULY '24</u>	07/11/2024	20.94	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	0	8/24		
Total 45004194000968534116:						20.94	.00					
1444	U.S. BANK (VISA)	450042050009	18648	<u>DOLLAR TREE. BALLOONS FOR ZAMZOWS RIBBON CUTTING. A. BILLINGS. JULY '24</u>	07/22/2024	9.54	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	8/24		
Total 45004205000924395872:						9.54	.00					
1444	U.S. BANK (VISA)	552341800136	18486	<u>BECKER. CE FOR J. EMPEY. JUNE '24- ADMIN</u>	06/28/2024	20.21	.00	<u>01-6265 TRAINING &amp; SCHOOLING</u>	0	8/24		
1444	U.S. BANK (VISA)	552341800136	18486	<u>BECKER. CE FOR J. EMPEY. JUNE '24- WATER</u>	06/28/2024	26.68	.00	<u>20-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	8/24		
1444	U.S. BANK (VISA)	552341800136	18486	<u>BECKER. CE FOR J. EMPEY. JUNE '24- SEWER</u>	06/28/2024	26.68	.00	<u>21-6265 TRAINING &amp; SCHOOLING EXPENSE</u>	0	8/24		
1444	U.S. BANK (VISA)	552341800136	18486	<u>BECKER. CE FOR J. EMPEY. JUNE '24- P.I</u>	06/28/2024	7.28	.00	<u>25-6265 TRAINING &amp; SCHOOLING</u>				

City of Kuna

Payment Approval Report - City Council Approval  
Report dates: 8/2/2024-8/15/2024

Page: 42  
Aug 15, 2024 09:55AM

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
								EXPENSE	0	8/24		
Total 55234180013640352930:						80.85	.00					
1444	U.S. BANK (VISA)	593042059000	18656	ICCTFOA, REGISTRATION FOR CONFERENCE, G.MICHAELSON & N.STANLEY, JUL.'24-ADMIN	07/23/2024	405.00	.00	01-6265 TRAINING & SCH00LING	0	8/24		
1444	U.S. BANK (VISA)	593042059000	18656	ICCTFOA, REGISTRATION FOR CONFERENCE, G.MICHAELSON & N.STANLEY, JUL.'24- WATER	07/23/2024	18.00	.00	20-6265 TRAINING & SCH00LING EXPENSE	0	8/24		
1444	U.S. BANK (VISA)	593042059000	18656	ICCTFOA, REGISTRATION FOR CONFERENCE, G.MICHAELSON & N.STANLEY, JUL.'24- SEWER	07/23/2024	18.00	.00	21-6265 TRAINING & SCH00LING EXPENSE	0	8/24		
1444	U.S. BANK (VISA)	593042059000	18656	ICCTFOA, REGISTRATION FOR CONFERENCE, G.MICHAELSON & N.STANLEY, JUL.'24- P.I 256265	07/23/2024	9.00	.00	25-6265 TRAINING & SCH00LING EXPENSE	0	8/24		
Total 59304205900016020559:						450.00	.00					
1444	U.S. BANK (VISA)	921541780034		ADOBE, RECURRING MONTHLY DUES FOR TREATMENT PLANT, JUNE 24- WATER	06/26/2024	20.15	.00	20-6075 DUES & MEMBERSHIPS	0	8/24		
1444	U.S. BANK (VISA)	921541780034		ADOBE, RECURRING MONTHLY DUES FOR TREATMENT PLANT, JUNE 24- SEWER	06/26/2024	20.15	.00	21-6075 DUES & MEMBERSHIPS	0	8/24		
1444	U.S. BANK (VISA)	921541780034		ADOBE, RECURRING MONTHLY DUES FOR TREATMENT PLANT, JUNE 24- P.I	06/26/2024	7.68	.00	25-6075 DUES & MEMBERSHIPS EXPENSE	0	8/24		
Total 92154178003483054631:						47.98	.00					
1444	U.S. BANK (VISA)	921641771081	18440	AMAZON.COM, DOG WASTE BAGS, J.LORENTZ, JUN.'24	06/25/2024	351.50	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	8/24		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 92164177108143811722:						351.50	.00					
1444	U.S. BANK (VISA)	921641781092	18418	<u>AMAZON, DRINKING FOUNTAIN/WATER BOTTLE FILLER FOR SENIOR CENTER, J. LORENTZ, JUNE 24</u>	06/26/2024	1,267.37	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1001	8/24		
Total 92164178109251482404:						1,267.37	.00					
1444	U.S. BANK (VISA)	921641791099	18483	<u>AMAZON, RECEIPT ROLLS FOR UB RECEIPT PRINTERS, A. PETERSON, JUNE 24- ADMIN</u>	06/27/2024	15.00	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	8/24		
1444	U.S. BANK (VISA)	921641791099	18483	<u>AMAZON, RECEIPT ROLLS FOR UB RECEIPT PRINTERS, A. PETERSON, JUNE 24- WATER</u>	06/27/2024	19.80	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	8/24		
1444	U.S. BANK (VISA)	921641791099	18483	<u>AMAZON, RECEIPT ROLLS FOR UB RECEIPT PRINTERS, A. PETERSON, JUNE 24- SEWER</u>	06/27/2024	19.80	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	8/24		
1444	U.S. BANK (VISA)	921641791099	18483	<u>AMAZON, RECEIPT ROLLS FOR UB RECEIPT PRINTERS, A. PETERSON, JUNE 24- P.I</u>	06/27/2024	5.39	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	8/24		
Total 92164179109970178431:						59.99	.00					
1444	U.S. BANK (VISA)	921641811014	18459	<u>AMAZON, SQWINCHER STIKS, LENS WIPES, A. BILLINGS, JUNE '24</u>	06/29/2024	49.07	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	8/24		
Total 92164181101413357421:						49.07	.00					
1444	U.S. BANK (VISA)	921641841042	18503	<u>AMAZON, SHIRTS FOR THE GIS STAFF, C.PATON, JUL.'24</u>	07/02/2024	62.97	.00	<u>20-6285 UNIFORMS EXPENSE</u>	0	8/24		
1444	U.S. BANK (VISA)	921641841042	18503	<u>AMAZON, SHIRTS FOR THE GIS STAFF, C.PATON, JUL.'24</u>	07/02/2024	62.97	.00	<u>21-6285 UNIFORMS EXPENSE</u>	0	8/24		
1444	U.S. BANK (VISA)	921641841042	18503	<u>AMAZON, SHIRTS FOR THE GIS STAFF, C.PATON, JUL.'24</u>	07/02/2024	23.99	.00	<u>25-6285 UNIFORMS EXPENSE</u>	0	8/24		

City of Kuna

 Payment Approval Report - City Council Approval  
 Report dates: 8/2/2024-8/15/2024

 Page: 44  
 Aug 15, 2024 09:55AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 92164184104257489851:						149.93	.00					
1444	U.S. BANK (VISA)	921641841043	18507	<u>AMAZON, BAGS FOR ICE, A. BILLINGS, JULY '24</u>	07/02/2024	47.00	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	8/24		
Total 92164184104360164375:						47.00	.00					
1444	U.S. BANK (VISA)	921641841046	18450	<u>R.S. HUGHES, DUFFEL BAGS FOR MUCK BOOTS FOR SEWER CREW, C. PATON, JUNE '24</u>	07/02/2024	84.95	.00	<u>21-6230 SAFETY TRAINING &amp; EQUIPMENT</u>	0	8/24		
Total 92164184104688845374:						84.95	.00					
1444	U.S. BANK (VISA)	921641851052	18513	<u>AMAZON, HEAVY DUTY PICTURE RAIL FOR HISTORY CENTER, L.TORRES, JUL.'24</u>	07/03/2024	629.89	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	8/24		
Total 92164185105290855239:						629.89	.00					
1444	U.S. BANK (VISA)	921641871067	18516	<u>AMAZON, SHOP SWEEPER, M. WEBB, JULY 24</u>	07/05/2024	473.02	.00	<u>01-6175 SMALL TOOLS</u>	1004	8/24		
Total 92164187106706770564:						473.02	.00					
1444	U.S. BANK (VISA)	921641871067	18516	<u>AMAZON, MAGNIFYING GLASS, RULERS, M. WEBB, JULY 24</u>	07/05/2024	35.42	.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	8/24		
1444	U.S. BANK (VISA)	921641871067	18516	<u>AMAZON, MOWER BLADE BALANCERS, M. WEBB, JULY 24</u>	07/05/2024	18.40	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	8/24		
Total 92164187106745842820:						53.82	.00					
1444	U.S. BANK (VISA)	921641891086	18488	<u>AMAZON, FAN FOR SEWER LIFT STATION AT PATAGONIA, S. HOWELL, JULY '24</u>	07/07/2024	55.88	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	8/24		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 92164189108636339021:						55.88	.00					
1444	U.S. BANK (VISA)	921641891086	18523	AMAZON, FACE SHIELDS FOR SEWER CREW, C. PATON, JULY '24	07/07/2024	97.53	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	8/24		
1444	U.S. BANK (VISA)	921641891086	18523	AMAZON, BATTERIES FOR TREATMENT PLANT, C. PATON, JULY '24- WATER	07/07/2024	15.64	.00	20-6165 OFFICE SUPPLIES	0	8/24		
1444	U.S. BANK (VISA)	921641891086	18523	AMAZON, BATTERIES FOR TREATMENT PLANT, C. PATON, JULY '24- SEWER	07/07/2024	15.64	.00	21-6165 OFFICE SUPPLIES	0	8/24		
1444	U.S. BANK (VISA)	921641891086	18523	AMAZON, BATTERIES FOR TREATMENT PLANT, C. PATON, JULY '24- P.]	07/07/2024	5.95	.00	25-6165 OFFICE SUPPLIES	0	8/24		
Total 92164189108665914066:						134.76	.00					
1444	U.S. BANK (VISA)	921641901094	18538	LOWES, MANIFOLD FOR SPRINKLERS, M.WEBB, JUL.'24	07/08/2024	86.03	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	8/24		
Total 92164190109478353549:						86.03	.00					
1444	U.S. BANK (VISA)	921641911000	18530	AMAZON, SQWINCHER STICKS, C. PATON, JULY 24- WATER	07/09/2024	10.50	.00	20-6165 OFFICE SUPPLIES	0	8/24		
1444	U.S. BANK (VISA)	921641911000	18530	AMAZON, SQWINCHER STICKS, C. PATON, JULY 24- SEWER	07/09/2024	10.50	.00	21-6165 OFFICE SUPPLIES	0	8/24		
1444	U.S. BANK (VISA)	921641911000	18530	AMAZON, SQWINCHER STICKS, C. PATON, JULY 24- P.]	07/09/2024	4.00	.00	25-6165 OFFICE SUPPLIES	0	8/24		
Total 92164191100030632917:						25.00	.00					
1444	U.S. BANK (VISA)	921641911000	18543	AMAZON, BINDER DIVIDERS FOR M. NADEAU, D. CROSSLEY, JULY 24	07/09/2024	75.08	.00	21-6165 OFFICE SUPPLIES	0	8/24		

City of Kuna

Payment Approval Report - City Council Approval  
Report dates: 8/2/2024-8/15/2024

Page: 46  
Aug 15, 2024 09:55AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 92164191100053464933:						75.08	.00					
1444	U.S. BANK (VISA)	921641921010		<u>AMAZON, CREDIT/RETURN, DRINKING FOUNTAIN FOR SENIOR CENTER, JULY 24</u>	07/10/2024	-1,267.37	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1001	8/24		
Total 92164192101001990379:						-1,267.37	.00					
1444	U.S. BANK (VISA)	921641931013	18543	<u>AMAZON, DOUBLE SIDED STICKY TAPE FOR WATER DEPT. D. CROSSLEY, JULY 24</u>	07/11/2024	16.88	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	8/24		
Total 92164193101312812514:						16.88	.00					
1444	U.S. BANK (VISA)	921641971016	18590	<u>AMAZON, DESK FOR J. HALL, JULY 24</u>	07/15/2024	179.99	.00	<u>01-6165 OFFICE SUPPLIES</u>	4000	8/24		
Total 92164197101664228968:						179.99	.00					
1444	U.S. BANK (VISA)	921641971023	18566	<u>MERIDIAN TROPHY, MAYOR AWARD TO B. WITHROW, M. WEBB, JULY '24</u>	07/15/2024	129.95	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	8/24		
Total 92164197102300272675:						129.95	.00					
1444	U.S. BANK (VISA)	921642001051	18542	<u>AMAZON, FILTERS FOR IRRIGATION PUMP STATIONS, J.MORFIN, JUL '24</u>	07/18/2024	154.00	.00	<u>25-6150 MAINT. &amp; REPAIRS - SYSTEM (PI)</u>	0	8/24		
Total 92164200105103833994:						154.00	.00					
1444	U.S. BANK (VISA)	921642011054	18618	<u>AMAZON, QUICK DRY SHIRTS FOR PARKS DEPT., A. BILLINGS, JULY 24</u>	07/19/2024	254.96	.00	<u>01-6285 UNIFORMS</u>	1004	8/24		
Total 92164201105467858057:						254.96	.00					

City of Kuna

Payment Approval Report - City Council Approval  
 Report dates: 8/2/2024-8/15/2024

Page: 47  
 Aug 15, 2024 09:55AM

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
1444	U.S. BANK (VISA)	921642021070	18629	<u>AMAZON, YELLOW PAPER FOR P&amp;Z, T. IRISH, JULY '24</u>	07/20/2024	40.57	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	8/24		
Total 92164202107050526892:						40.57	.00					
1444	U.S. BANK (VISA)	921642051095	18652	<u>IEDA, REGISTRATION FOR FALL WORK SHOP FOR M. TREASURE, JULY 24</u>	07/23/2024	250.00	.00	<u>01-6265 TRAINING &amp; SCHOOLING</u>	4000	8/24		
Total 92164205109593221558:						250.00	.00					
1444	U.S. BANK (VISA)	921642061004	18662	<u>AMAZON, SAFETY GLASSES FOR SEWER CREW, D. CROSSELY JULY 24</u>	07/24/2024	47.40	.00	<u>21-6230 SAFETY TRAINING &amp; EQUIPMENT</u>	0	8/24		
Total 92164206100422846391:						47.40	.00					
1444	U.S. BANK (VISA)	988042064293	18652	<u>IEDA, REGISTRATION FOR FALL WORK SHOP FOR J. HALL, JULY 24</u>	07/23/2024	299.00	.00	<u>01-6265 TRAINING &amp; SCHOOLING</u>	4000	8/24		
Total 98804206429397195108:						299.00	.00					
Total U.S. BANK (VISA):						10,667.02	.00					
<b>UNITED SITE SERVICES OF NEVADA INC</b>												
2124	UNITED SITE SERVICES OF NEVADA INC	INV-4678517		<u>STANDARD PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 07/01-07/31/24, SHORTLINE</u>	07/31/2024	143.22	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	8/24		
Total INV-4678517:						143.22	.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-4679198		<u>ADA AND STANDARD PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 07/31-07/31/24, GREENBELT</u>	07/31/2024	222.00	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	8/24		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total INV-4679198:						222.00	.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-4680177		<u>ADA AND STANDARD PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 07/01-07/31/24- W 4TH STREET</u>	07/31/2024	222.00	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	8/24		
Total INV-4680177:						222.00	.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-4683204		<u>STANDARD PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 07/01-07/31/24, STROEBEL PARK</u>	07/31/2024	111.00	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	8/24		
Total INV-4683204:						111.00	.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-4684336		<u>STANDARD PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 07/01-07/31/24, ASHTON ESTATES PARK</u>	07/31/2024	111.00	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	8/24		
Total INV-4684336:						111.00	.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-4684650		<u>STANDARD PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 07/01-07/31/24, ZAMZOWS PARK</u>	07/31/2024	222.00	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	8/24		
Total INV-4684650:						222.00	.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-4707997		<u>STANDARD PORTABLE RESTROOM RENTAL, BI-WEEKLY SERVICE 07/15-08/11/24- CITY FARM</u>	08/11/2024	61.00	.00	<u>21-6090 FARM EXPENDITURES</u>	0	8/24		
Total INV-4707997:						61.00	.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-4708100		<u>ADA PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 07/15-08/11/24- THE FARM PARK</u>	08/11/2024	111.00	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	8/24		

City of Kuna

Payment Approval Report - City Council Approval  
Report dates: 8/2/2024-8/15/2024

Page: 49  
Aug 15, 2024 09:55AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total INV-4708100:						111.00	.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-4708162		<u>ADA PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 07/15-08/11/24, ARBOR RIDGE</u>	08/11/2024	111.00	.00	01-6212 RENT-EQUIPMENT	1004	8/24		
Total INV-4708162:						111.00	.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-4708406		<u>ADA PORTABLE RESTROOM RENTAL, WEEKLY SERVICE, 07/15-08/11/24- SEGO PRAIRIE</u>	08/11/2024	111.00	.00	01-6212 RENT-EQUIPMENT	1004	8/24		
Total INV-4708406:						111.00	.00					
Total UNITED SITE SERVICES OF NEVADA INC:						1,425.22	.00					
<b>UNIVAR SOLUTIONS USA, INC.</b>												
1410	UNIVAR SOLUTIONS USA, INC.	52296785	18687	<u>CHLORINE FOR THE FARM, T.FLEMING, JUL.'24</u>	07/31/2024	13,089.60	.00	21-6151 M & R - PROCESS CHEMICALS	0	8/24		
Total 52296785:						13,089.60	.00					
Total UNIVAR SOLUTIONS USA, INC.:						13,089.60	.00					
<b>UTILITY REFUND #17</b>												
2286	UTILITY REFUND #17	10450.01		<u>MICHAEL MARTIN, 174 E 4TH ST UTILITY REFUND - WATER</u>	08/12/2024	2.40	.00	20-4500 METERED WATER SALES	0	8/24		
2286	UTILITY REFUND #17	10450.01		<u>MICHAEL MARTIN, 174 E 4TH ST UTILITY REFUND - SEWER</u>	08/12/2024	4.76	.00	21-4600 SEWER USER FEES	0	8/24		
2286	UTILITY REFUND #17	10450.01		<u>MICHAEL MARTIN, 174 E 4TH ST UTILITY REFUND - TRASH</u>	08/12/2024	3.39	.00	26-4975 SOLID WASTE USER FEES	0	8/24		
Total 10450.01:						10.55	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2286	UTILITY REFUND #17	121280.02		<u>RICHARD H MAZZA, 1784 W MULHULAND CT UTILITY REFUND - WATER</u>	08/13/2024	26.82	.00	<u>20-4500 METERED WATER SALES</u>	0	8/24		
2286	UTILITY REFUND #17	121280.02		<u>RICHARD H MAZZA, 1784 W MULHULAND CT UTILITY REFUND - SEWER</u>	08/13/2024	44.10	.00	<u>21-4600 SEWER USER FEES</u>	0	8/24		
2286	UTILITY REFUND #17	121280.02		<u>RICHARD H MAZZA, 1784 W MULHULAND CT UTILITY REFUND - TRASH</u>	08/13/2024	30.42	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/24		
Total 121280.02:						101.34	.00					
2286	UTILITY REFUND #17	132125.03		<u>JOHN K WADE, 1097 W INGRID ST UTILITY REFUND - WATER</u>	08/13/2024	4.52	.00	<u>20-4500 METERED WATER SALES</u>	0	8/24		
2286	UTILITY REFUND #17	132125.03		<u>JOHN K WADE, 1097 W INGRID ST UTILITY REFUND - SEWER</u>	08/13/2024	6.39	.00	<u>21-4600 SEWER USER FEES</u>	0	8/24		
2286	UTILITY REFUND #17	132125.03		<u>JOHN K WADE, 1097 W INGRID ST UTILITY REFUND - TRASH</u>	08/13/2024	4.38	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/24		
Total 132125.03:						15.29	.00					
2286	UTILITY REFUND #17	140340.02		<u>LAYNE THORNTON, 859 E JACKPOT ST UTILITY REFUND - WATER</u>	08/05/2024	1.66	.00	<u>20-4500 METERED WATER SALES</u>	0	8/24		
2286	UTILITY REFUND #17	140340.02		<u>LAYNE THORNTON, 859 E JACKPOT ST UTILITY REFUND - SEWER</u>	08/05/2024	2.97	.00	<u>21-4600 SEWER USER FEES</u>	0	8/24		
2286	UTILITY REFUND #17	140340.02		<u>LAYNE THORNTON, 859 E JACKPOT ST UTILITY REFUND - TRASH</u>	08/05/2024	1.62	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/24		
Total 140340.02:						6.25	.00					
2286	UTILITY REFUND #17	160310.03		<u>KAREN KAY HAZLETT, 264 W WHITE WAY UTILITY REFUND - WATER</u>	08/05/2024	137.31	.00	<u>20-4500 METERED WATER SALES</u>	0	8/24		

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
2286	UTILITY REFUND #17	160310.03		<u>KAREN KAY HAZLETT, 264 W WHITE WAY UTILITY REFUND - SEWER</u>	08/05/2024	5.96	.00	<u>21-4600 SEWER USER FEES</u>	0	8/24		
2286	UTILITY REFUND #17	160310.03		<u>KAREN KAY HAZLETT, 264 W WHITE WAY UTILITY REFUND - TRASH</u>	08/05/2024	3.30	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/24		
Total 160310.03:						146.57	.00					
2286	UTILITY REFUND #17	160690.04		<u>VIRGINIA L CLAY, 308 W FARMALL WAY UTILITY REFUND - WATER</u>	08/05/2024	7.06	.00	<u>20-4500 METERED WATER SALES</u>	0	8/24		
2286	UTILITY REFUND #17	160690.04		<u>VIRGINIA L CLAY, 308 W FARMALL WAY UTILITY REFUND - SEWER</u>	08/05/2024	9.33	.00	<u>21-4600 SEWER USER FEES</u>	0	8/24		
2286	UTILITY REFUND #17	160690.04		<u>VIRGINIA L CLAY, 308 W FARMALL WAY UTILITY REFUND - TRASH</u>	08/05/2024	7.01	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/24		
Total 160690.04:						23.40	.00					
2286	UTILITY REFUND #17	160850.05		<u>ZF SPV LLC, 234 W CASE ST UTILITY REFUND - WATER</u>	08/06/2024	5.10	.00	<u>20-4500 METERED WATER SALES</u>	0	8/24		
2286	UTILITY REFUND #17	160850.05		<u>ZF SPV LLC, 234 W CASE ST UTILITY REFUND - SEWER</u>	08/06/2024	7.20	.00	<u>21-4600 SEWER USER FEES</u>	0	8/24		
2286	UTILITY REFUND #17	160850.05		<u>ZF SPV LLC, 234 W CASE ST UTILITY REFUND - TRASH</u>	08/06/2024	4.54	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/24		
Total 160850.05:						16.84	.00					
2286	UTILITY REFUND #17	171194.00		<u>CBH, 123 N MADRONE AVE UTILITY REFUND - WATER</u>	07/17/2024	32.63	.00	<u>20-4500 METERED WATER SALES</u>	0	8/24		
2286	UTILITY REFUND #17	171194.00		<u>CBH, 123 N MADRONE AVE UTILITY REFUND - SEWER</u>	07/17/2024	33.83	.00	<u>21-4600 SEWER USER FEES</u>	0	8/24		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 171194.00:						66.46	.00					
2286	UTILITY REFUND #17	174012.02		<u>ALYSSA R PYFER, 994 S KALAHARI AVE UTILITY REFUND - WATER</u>	08/02/2024	2.02	.00	<u>20-4500 METERED WATER SALES</u>	0	8/24		
2286	UTILITY REFUND #17	174012.02		<u>ALYSSA R PYFER, 994 S KALAHARI AVE UTILITY REFUND - SEWER</u>	08/02/2024	3.57	.00	<u>21-4600 SEWER USER FEES</u>	0	8/24		
2286	UTILITY REFUND #17	174012.02		<u>ALYSSA R PYFER, 994 S KALAHARI AVE UTILITY REFUND - TRASH</u>	08/02/2024	2.24	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/24		
Total 174012.02:						7.83	.00					
2286	UTILITY REFUND #17	174116.03		<u>DYLAN KENT, 870 S STIBNITE PL UTILITY REFUND - WATER</u>	08/12/2024	29.23	.00	<u>20-4500 METERED WATER SALES</u>	0	8/24		
2286	UTILITY REFUND #17	174116.03		<u>DYLAN KENT, 870 S STIBNITE PL UTILITY REFUND - SEWER</u>	08/12/2024	54.42	.00	<u>21-4600 SEWER USER FEES</u>	0	8/24		
2286	UTILITY REFUND #17	174116.03		<u>DYLAN KENT, 870 S STIBNITE PL UTILITY REFUND - TRASH</u>	08/12/2024	34.34	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/24		
Total 174116.03:						117.99	.00					
2286	UTILITY REFUND #17	174208.03		<u>JAMES L COSTELLO, 1500 W ATACAMA DR UTILITY REFUND - WATER</u>	08/05/2024	34.84	.00	<u>20-4500 METERED WATER SALES</u>	0	8/24		
2286	UTILITY REFUND #17	174208.03		<u>JAMES L COSTELLO, 1500 W ATACAMA DR UTILITY REFUND - SEWER</u>	08/05/2024	45.44	.00	<u>21-4600 SEWER USER FEES</u>	0	8/24		
2286	UTILITY REFUND #17	174208.03		<u>JAMES L COSTELLO, 1500 W ATACAMA DR UTILITY REFUND - TRASH</u>	08/05/2024	30.06	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/24		
Total 174208.03:						110.34	.00					



Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
				<u>REFUND - SEWER</u>	08/05/2024	47.98	.00	<u>21-4600 SEWER USER FEES</u>	0	8/24		
2286	UTILITY REFUND #17	260575.02		<u>KIMBERLY DAWN COREY, 1670 N FIREBRICK DR UTILITY REFUND - TRASH</u>	08/05/2024	32.92	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/24		
		Total 260575.02:				108.83	.00					
2286	UTILITY REFUND #17	260795.04		<u>LINDEMANN FAMILY TRUST, 2245 W CALIRET ST UTILITY REFUND - WATER</u>	08/02/2024	20.63	.00	<u>20-4500 METERED WATER SALES</u>	0	8/24		
2286	UTILITY REFUND #17	260795.04		<u>LINDEMANN FAMILY TRUST, 2245 W CALIRET ST UTILITY REFUND - SEWER</u>	08/02/2024	34.04	.00	<u>21-4600 SEWER USER FEES</u>	0	8/24		
2286	UTILITY REFUND #17	260795.04		<u>LINDEMANN FAMILY TRUST, 2245 W CALIRET ST UTILITY REFUND - TRASH</u>	08/02/2024	27.34	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/24		
		Total 260795.04:				82.01	.00					
2286	UTILITY REFUND #17	276010.02		<u>DAVID M CHAIDEZ, 509 W ALLSPICE CT UTILITY REFUND - WATER</u>	08/05/2024	24.76	.00	<u>20-4500 METERED WATER SALES</u>	0	8/24		
2286	UTILITY REFUND #17	276010.02		<u>DAVID M CHAIDEZ, 509 W ALLSPICE CT UTILITY REFUND - SEWER</u>	08/05/2024	46.48	.00	<u>21-4600 SEWER USER FEES</u>	0	8/24		
2286	UTILITY REFUND #17	276010.02		<u>DAVID M CHAIDEZ, 509 W ALLSPICE CT UTILITY REFUND - TRASH</u>	08/05/2024	25.88	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/24		
		Total 276010.02:				97.12	.00					
2286	UTILITY REFUND #17	281149.00		<u>HARDING HOMES, 1356 W MORGANITE ST UTILITY REFUND - WATER</u>	07/02/2024	33.92	.00	<u>20-4500 METERED WATER SALES</u>	0	8/24		
2286	UTILITY REFUND #17	281149.00		<u>HARDING HOMES, 1356 W MORGANITE ST UTILITY REFUND - SEWER</u>	07/02/2024	26.63	.00	<u>21-4600 SEWER USER FEES</u>	0	8/24		

City of Kuna

Payment Approval Report - City Council Approval  
 Report dates: 8/2/2024-8/15/2024

Page: 55  
 Aug 15, 2024 09:55AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 281149.00:						60.55	.00					
2286	UTILITY REFUND #17	282085.00		<u>CBH, 2916 N STAR GARNET WAY UTILITY REFUND - WATER</u>	07/23/2024	73.11	.00	<u>20-4500 METERED WATER SALES</u>	0	8/24		
2286	UTILITY REFUND #17	282085.00		<u>CBH, 2916 N STAR GARNET WAY UTILITY REFUND - SEWER</u>	07/23/2024	82.56	.00	<u>21-4600 SEWER USER FEES</u>	0	8/24		
Total 282085.00:						155.67	.00					
2286	UTILITY REFUND #17	291038.03		<u>TIMOTHY AMMANN, 6836 S DONAWAY AVE UTILITY REFUND - WATER</u>	08/02/2024	21.46	.00	<u>20-4500 METERED WATER SALES</u>	0	8/24		
2286	UTILITY REFUND #17	291038.03		<u>TIMOTHY AMMANN, 6836 S DONAWAY AVE UTILITY REFUND - SEWER</u>	08/02/2024	37.94	.00	<u>21-4600 SEWER USER FEES</u>	0	8/24		
2286	UTILITY REFUND #17	291038.03		<u>TIMOTHY AMMANN, 6836 S DONAWAY AVE UTILITY REFUND - TRASH</u>	08/02/2024	24.20	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/24		
Total 291038.03:						83.60	.00					
2286	UTILITY REFUND #17	292200.00		<u>CBH, 2193 W ARYA ST UTILITY REFUND - WATER</u>	07/29/2024	34.32	.00	<u>20-4500 METERED WATER SALES</u>	0	8/24		
2286	UTILITY REFUND #17	292200.00		<u>CBH, 2193 W ARYA ST UTILITY REFUND - SEWER</u>	07/29/2024	43.60	.00	<u>21-4600 SEWER USER FEES</u>	0	8/24		
Total 292200.00:						77.92	.00					
2286	UTILITY REFUND #17	293286.00		<u>CBH, 6658 S DEDICATION WAY UTILITY REFUND - WATER</u>	07/29/2024	60.75	.00	<u>20-4500 METERED WATER SALES</u>	0	8/24		
2286	UTILITY REFUND #17	293286.00		<u>CBH, 6658 S DEDICATION WAY UTILITY REFUND - SEWER</u>	07/29/2024	28.59	.00	<u>21-4600 SEWER USER FEES</u>	0	8/24		
Total 293286.00:						89.34	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2286	UTILITY REFUND #17	293294.00		<u>CBH, 6543 S MEMORY WAY</u> <u>UTILITY REFUND - WATER</u>	07/23/2024	43.10	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	8/24		
2286	UTILITY REFUND #17	293294.00		<u>CBH, 6543 S MEMORY WAY</u> <u>UTILITY REFUND - SEWER</u>	07/23/2024	42.48	.00	<u>21-4600 SEWER</u> <u>USER FEES</u>	0	8/24		
Total 293294.00:						85.58	.00					
2286	UTILITY REFUND #17	301030.03		<u>CLINT J RUSSELL, 1210 E</u> <u>WHITBECK DR UTILITY</u> <u>REFUND - WATER</u>	08/13/2024	3.13	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	8/24		
2286	UTILITY REFUND #17	301030.03		<u>CLINT J RUSSELL, 1210 E</u> <u>WHITBECK DR UTILITY</u> <u>REFUND - SEWER</u>	08/13/2024	5.54	.00	<u>21-4600 SEWER</u> <u>USER FEES</u>	0	8/24		
2286	UTILITY REFUND #17	301030.03		<u>CLINT J RUSSELL, 1210 E</u> <u>WHITBECK DR UTILITY</u> <u>REFUND - TRASH</u>	08/13/2024	3.64	.00	<u>26-4975 SOLID</u> <u>WASTE USER</u> <u>FEES</u>	0	8/24		
Total 301030.03:						12.31	.00					
2286	UTILITY REFUND #17	303679.01		<u>SERGEY STEPANCHUCK, 686 E</u> <u>WARRIOR BASIN ST UTILITY</u> <u>REFUND - WATER</u>	08/06/2024	42.49	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	8/24		
2286	UTILITY REFUND #17	303679.01		<u>SERGEY STEPANCHUCK, 686 E</u> <u>WARRIOR BASIN ST UTILITY</u> <u>REFUND - SEWER</u>	08/06/2024	48.56	.00	<u>21-4600 SEWER</u> <u>USER FEES</u>	0	8/24		
2286	UTILITY REFUND #17	303679.01		<u>SERGEY STEPANCHUCK, 686 E</u> <u>WARRIOR BASIN ST UTILITY</u> <u>REFUND - TRASH</u>	08/06/2024	33.19	.00	<u>26-4975 SOLID</u> <u>WASTE USER</u> <u>FEES</u>	0	8/24		
Total 303679.01:						124.24	.00					
2286	UTILITY REFUND #17	304016.01		<u>JACOB VARRIALE, 714 E</u> <u>BOUQUET CT UTILITY REFUND</u> <u>- WATER</u>	08/06/2024	24.80	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	8/24		
2286	UTILITY REFUND #17	304016.01		<u>JACOB VARRIALE, 714 E</u> <u>BOUQUET CT UTILITY REFUND</u> <u>- SEWER</u>	08/06/2024	43.35	.00	<u>21-4600 SEWER</u> <u>USER FEES</u>	0	8/24		

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
2286	UTILITY REFUND #17	304016.01		JACOB VARRIALE, 714 E BOUQUET CT UTILITY REFUND - TRASH	08/06/2024	28.40	.00	26-4975 SOLID WASTE USER FEES	0	8/24		
Total 304016.01:						96.55	.00					
2286	UTILITY REFUND #17	304606.00		CBH, 2708 E BUCKAROO DR UTILITY REFUND - WATER	07/16/2024	40.20	.00	20-4500 METERED WATER SALES	0	8/24		
2286	UTILITY REFUND #17	304606.00		CBH, 2708 E BUCKAROO DR UTILITY REFUND - SEWER	07/16/2024	30.13	.00	21-4600 SEWER USER FEES	0	8/24		
Total 304606.00:						70.33	.00					
2286	UTILITY REFUND #17	310045.02		JEREMY K MILLS, 1151 W SAGWON DR UTILITY REFUND - WATER	08/12/2024	24.71	.00	20-4500 METERED WATER SALES	0	8/24		
2286	UTILITY REFUND #17	310045.02		JEREMY K MILLS, 1151 W SAGWON DR UTILITY REFUND - SEWER	08/12/2024	46.33	.00	21-4600 SEWER USER FEES	0	8/24		
2286	UTILITY REFUND #17	310045.02		JEREMY K MILLS, 1151 W SAGWON DR UTILITY REFUND - TRASH	08/12/2024	30.20	.00	26-4975 SOLID WASTE USER FEES	0	8/24		
Total 310045.02:						101.24	.00					
2286	UTILITY REFUND #17	310515.00		TOLL BROS INC, 8649 S WHITE CLAY WAY UTILITY REFUND - WATER	07/29/2024	37.14	.00	20-4500 METERED WATER SALES	0	8/24		
2286	UTILITY REFUND #17	310515.00		TOLL BROS INC, 8649 S WHITE CLAY WAY UTILITY REFUND - SEWER	07/29/2024	44.06	.00	21-4600 SEWER USER FEES	0	8/24		
Total 310515.00:						81.20	.00					
2286	UTILITY REFUND #17	310520.00		TOLL BROS INC, 8723 S WATERCLOVER WAY UTILITY REFUND - WATER	07/05/2024	109.78	.00	20-4500 METERED WATER SALES	0	8/24		

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
2286	UTILITY REFUND #17	310520.00		<u>TOLL BROS INC. 8723 S WATERCLOVER WAY UTILITY REFUND - SEWER</u>	07/05/2024	37.02	.00	<u>21-4600 SEWER USER FEES</u>	0	8/24		
Total 310520.00:						146.80	.00					
2286	UTILITY REFUND #17	311063.00		<u>TOLL BROS INC. 8215 S COOPER FLATS AVE UTILITY REFUND - WATER</u>	07/16/2024	83.15	.00	<u>20-4500 METERED WATER SALES</u>	0	8/24		
2286	UTILITY REFUND #17	311063.00		<u>TOLL BROS INC. 8215 S COOPER FLATS AVE UTILITY REFUND - SEWER</u>	07/16/2024	.55	.00	<u>21-4600 SEWER USER FEES</u>	0	8/24		
Total 311063.00:						83.70	.00					
2286	UTILITY REFUND #17	311090.00		<u>TOLL BROS INC. 1443 W REGENCY RIDGE DR UTILITY REFUND - WATER</u>	07/29/2024	67.40	.00	<u>20-4500 METERED WATER SALES</u>	0	8/24		
2286	UTILITY REFUND #17	311090.00		<u>TOLL BROS INC. 1443 W REGENCY RIDGE DR UTILITY REFUND - SEWER</u>	07/29/2024	23.86	.00	<u>21-4600 SEWER USER FEES</u>	0	8/24		
Total 311090.00:						91.26	.00					
2286	UTILITY REFUND #17	330051.01		<u>VILLAVERDE FAMILY TRUST, 1200 E TROPHY ST UTILITY REFUND - WATER</u>	08/12/2024	11.96	.00	<u>20-4500 METERED WATER SALES</u>	0	8/24		
2286	UTILITY REFUND #17	330051.01		<u>VILLAVERDE FAMILY TRUST, 1200 E TROPHY ST UTILITY REFUND - SEWER</u>	08/12/2024	21.24	.00	<u>21-4600 SEWER USER FEES</u>	0	8/24		
2286	UTILITY REFUND #17	330051.01		<u>VILLAVERDE FAMILY TRUST, 1200 E TROPHY ST UTILITY REFUND - TRASH</u>	08/12/2024	14.89	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/24		
Total 330051.01:						48.09	.00					
2286	UTILITY REFUND #17	330501.01		<u>CHRISTOPHER M EDEN, 1005 E WHIG DR UTILITY REFUND - WATER</u>	08/02/2024	9.47	.00	<u>20-4500 METERED WATER SALES</u>	0	8/24		

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
2286	UTILITY REFUND #17	330501.01		<u>CHRISTOPHER M EDEN, 1005 E WHIG DR UTILITY REFUND - SEWER</u>	08/02/2024	17.11	.00	<u>21-4600 SEWER USER FEES</u>	0	8/24		
2286	UTILITY REFUND #17	330501.01		<u>CHRISTOPHER M EDEN, 1005 E WHIG DR UTILITY REFUND - TRASH</u>	08/02/2024	11.46	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/24		
Total 330501.01:						38.04	.00					
2286	UTILITY REFUND #17	340105.01		<u>NICOLE STOCK, 1498 W CUB RIVER DR UTILITY REFUND - WATER</u>	08/05/2024	27.95	.00	<u>20-4500 METERED WATER SALES</u>	0	8/24		
2286	UTILITY REFUND #17	340105.01		<u>NICOLE STOCK, 1498 W CUB RIVER DR UTILITY REFUND - SEWER</u>	08/05/2024	41.08	.00	<u>21-4600 SEWER USER FEES</u>	0	8/24		
2286	UTILITY REFUND #17	340105.01		<u>NICOLE STOCK, 1498 W CUB RIVER DR UTILITY REFUND - TRASH</u>	08/05/2024	28.09	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	8/24		
Total 340105.01:						97.12	.00					
2286	UTILITY REFUND #17	340154.00		<u>CBH, 6882 S TASMAN LAKE AVE UTILITY REFUND - WATER</u>	07/23/2024	48.30	.00	<u>20-4500 METERED WATER SALES</u>	0	8/24		
2286	UTILITY REFUND #17	340154.00		<u>CBH, 6882 S TASMAN LAKE AVE UTILITY REFUND - SEWER</u>	07/23/2024	31.55	.00	<u>21-4600 SEWER USER FEES</u>	0	8/24		
Total 340154.00:						79.85	.00					
2286	UTILITY REFUND #17	341095.00		<u>CBH, 3753 W LA BREA DR UTILITY REFUND - WATER</u>	07/16/2024	72.39	.00	<u>20-4500 METERED WATER SALES</u>	0	8/24		
2286	UTILITY REFUND #17	341095.00		<u>CBH, 3753 W LA BREA DR UTILITY REFUND - SEWER</u>	07/16/2024	81.40	.00	<u>21-4600 SEWER USER FEES</u>	0	8/24		
Total 341095.00:						153.79	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2286	UTILITY REFUND #17	342030.00		<u>HARDING HOMES INC, 6110 S BINKY AVE UTILITY REFUND - WATER</u>	07/09/2024	124.56	.00	<u>20-4500_METERED WATER SALES</u>	0	8/24		
2286	UTILITY REFUND #17	342030.00		<u>HARDING HOMES INC, 6110 S BINKY AVE UTILITY REFUND - SEWER</u>	07/09/2024	34.97	.00	<u>21-4600_SEWER USER FEES</u>	0	8/24		
Total 342030.00:						159.53	.00					
2286	UTILITY REFUND #17	360035.01		<u>SANDRA KAY WEBSTER, 12073 S INTEGRITY LN UTILITY REFUND - WATER</u>	08/06/2024	32.39	.00	<u>20-4500_METERED WATER SALES</u>	0	8/24		
2286	UTILITY REFUND #17	360035.01		<u>SANDRA KAY WEBSTER, 12073 S INTEGRITY LN UTILITY REFUND - SEWER</u>	08/06/2024	67.14	.00	<u>21-4600_SEWER USER FEES</u>	0	8/24		
2286	UTILITY REFUND #17	360035.01		<u>SANDRA KAY WEBSTER, 12073 S INTEGRITY LN UTILITY REFUND - TRASH</u>	08/06/2024	42.38	.00	<u>26-4975_SOLID WASTE USER FEES</u>	0	8/24		
Total 360035.01:						141.91	.00					
2286	UTILITY REFUND #17	360083.00		<u>SHALC GC INC, 11845 S MOVEMENT LN UTILITY REFUND - WATER</u>	07/08/2024	82.44	.00	<u>20-4500_METERED WATER SALES</u>	0	8/24		
2286	UTILITY REFUND #17	360083.00		<u>SHALC GC INC, 11845 S MOVEMENT LN UTILITY REFUND - SEWER</u>	07/08/2024	47.96	.00	<u>21-4600_SEWER USER FEES</u>	0	8/24		
Total 360083.00:						130.40	.00					
2286	UTILITY REFUND #17	361559.00		<u>TH CONSTRUCTION LLC, 11627 W BALLAD CT UTILITY REFUND - WATER</u>	07/29/2024	24.97	.00	<u>20-4500_METERED WATER SALES</u>	0	8/24		
2286	UTILITY REFUND #17	361559.00		<u>TH CONSTRUCTION LLC, 11627 W BALLAD CT UTILITY REFUND - SEWER</u>	07/29/2024	51.78	.00	<u>21-4600_SEWER USER FEES</u>	0	8/24		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total 361559.00:						76.75	.00					
2286	UTILITY REFUND #17	50320.02		<u>LISA MARIE HONEY, 601 N LINDER AVE UTILITY REFUND - WATER</u>	08/13/2024	7.31	.00	20-4500 METERED WATER SALES	0	8/24		
2286	UTILITY REFUND #17	50320.02		<u>LISA MARIE HONEY, 601 N LINDER AVE UTILITY REFUND - SEWER</u>	08/13/2024	4.29	.00	21-4600 SEWER USER FEES	0	8/24		
2286	UTILITY REFUND #17	50320.02		<u>LISA MARIE HONEY, 601 N LINDER AVE UTILITY REFUND - TRASH</u>	08/13/2024	3.56	.00	26-4975 SOLID WASTE USER FEES	0	8/24		
Total 50320.02:						15.16	.00					
Total UTILITY REFUND #17:						3,404.61	.00					
<b>VALLI INFORMATION SYSTEMS, INC</b>												
857	VALLI INFORMATION SYSTEMS, INC	95987		<u>STATEMENT PRINTING AND POSTAGE, JULY 24- ADMIN</u>	07/31/2024	2,485.11	2,485.11	01-6190 POSTAGE & BILLING	0	8/24	08/09/2024	
857	VALLI INFORMATION SYSTEMS, INC	95987		<u>STATEMENT PRINTING AND POSTAGE, JULY 24- WATER</u>	07/31/2024	1,700.34	1,700.34	20-6190 POSTAGE & BILLING	0	8/24	08/09/2024	
857	VALLI INFORMATION SYSTEMS, INC	95987		<u>STATEMENT PRINTING AND POSTAGE, JULY 24- SEWER</u>	07/31/2024	1,700.34	1,700.34	21-6190 POSTAGE & BILLING	0	8/24	08/09/2024	
857	VALLI INFORMATION SYSTEMS, INC	95987		<u>STATEMENT PRINTING AND POSTAGE, JULY 24- P.I</u>	07/31/2024	653.97	653.97	25-6190 POSTAGE & BILLING	0	8/24	08/09/2024	
Total 95987:						6,539.76	6,539.76					
857	VALLI INFORMATION SYSTEMS, INC	95988		<u>LOCKBOX TRANSACTIONS, JULY ' 24- ADMIN</u>	07/31/2024	50.00	50.00	01-6505 BANK FEES	0	8/24	08/09/2024	
857	VALLI INFORMATION SYSTEMS, INC	95988		<u>LOCKBOX TRANSACTIONS, JULY ' 24- WATER</u>	07/31/2024	34.21	34.21	20-6505 BANK FEES	0	8/24	08/09/2024	
857	VALLI INFORMATION SYSTEMS, INC	95988		<u>LOCKBOX TRANSACTIONS, JULY ' 24- SEWER</u>	07/31/2024	34.21	34.21	21-6505 BANK FEES	0	8/24	08/09/2024	

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
857	VALLI INFORMATION SYSTEMS, INC	95988		<u>LOCKBOX TRANSACTIONS, JULY '24- P.I</u>	07/31/2024	13.15	13.15	<u>25-6505 BANK FEES</u>	0	8/24	08/09/2024	
Total 95988:						131.57	131.57					
Total VALLI INFORMATION SYSTEMS, INC:						6,671.33	6,671.33					
<b>VERIZON WIRELESS</b>												
1575	VERIZON WIRELESS	9970398407		<u>CELL SERVICE FOR 07/02-08/01 -24- ADMIN</u>	08/01/2024	69.21	69.21	<u>01-6255 TELEPHONE</u>	0	8/24	08/09/2024	
1575	VERIZON WIRELESS	9970398407		<u>CELL SERVICE FOR 07/02-08/01 -24- PARKS</u>	08/01/2024	454.81	454.81	<u>01-6255 TELEPHONE</u>	1004	8/24	08/09/2024	
1575	VERIZON WIRELESS	9970398407		<u>CELL SERVICE FOR 07/02-08/01 -24- BUILDING INSPECTOR</u>	08/01/2024	39.55	39.55	<u>01-6255 TELEPHONE</u>	1005	8/24	08/09/2024	
1575	VERIZON WIRELESS	9970398407		<u>CELL SERVICE FOR 07/02-08/01 -24- WATER</u>	08/01/2024	638.72	638.72	<u>20-6255 TELEPHONE EXPENSE</u>	0	8/24	08/09/2024	
1575	VERIZON WIRELESS	9970398407		<u>CELL SERVICE FOR 07/02-08/01 -24- SEWER</u>	08/01/2024	994.66	994.66	<u>21-6255 TELEPHONE EXPENSE</u>	0	8/24	08/09/2024	
1575	VERIZON WIRELESS	9970398407		<u>CELL SERVICE FOR 07/02-08/01 -24- ECONOMIC DEVELOPMENT</u>	08/01/2024	39.55	39.55	<u>01-6255 TELEPHONE</u>	4000	8/24	08/09/2024	
1575	VERIZON WIRELESS	9970398407		<u>CELL SERVICE FOR 07/02-08/01 -24- P.I</u>	08/01/2024	175.99	175.99	<u>25-6255 TELEPHONE EXPENSE</u>	0	8/24	08/09/2024	
Total 9970398407:						2,412.49	2,412.49					
1575	VERIZON WIRELESS	9970398408		<u>TABLET AND CELL PHONE SERVICE FOR 07/02-08/01/24- ADMIN</u>	08/01/2024	24.06	24.06	<u>01-6255 TELEPHONE</u>	0	8/24	08/09/2024	
1575	VERIZON WIRELESS	9970398408		<u>TABLET AND CELL PHONE SERVICE FOR 07/02-08/01/24- PARKS</u>	08/01/2024	89.02	89.02	<u>01-6255 TELEPHONE</u>	1004	8/24	08/09/2024	

City of Kuna

Payment Approval Report - City Council Approval  
 Report dates: 8/2/2024-8/15/2024

Page: 63  
 Aug 15, 2024 09:55AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1575	VERIZON WIRELESS	9970398408		<u>TABLET AND CELL PHONE SERVICE FOR 07/02-08/01/24- BUILDING INSPECTOR</u>	08/01/2024	17.64	17.64	01-6255 TELEPHONE	1005	8/24	08/09/2024	
1575	VERIZON WIRELESS	9970398408		<u>TABLET AND CELL PHONE SERVICE FOR 07/02-08/01/24- WATER</u>	08/01/2024	100.25	100.25	20-6255 TELEPHONE EXPENSE	0	8/24	08/09/2024	
1575	VERIZON WIRELESS	9970398408		<u>TABLET AND CELL PHONE SERVICE FOR 07/02-08/01/24- SEWER</u>	08/01/2024	97.04	97.04	21-6255 TELEPHONE EXPENSE	0	8/24	08/09/2024	
1575	VERIZON WIRELESS	9970398408		<u>TABLET AND CELL PHONE SERVICE FOR 07/02-08/01/24- P.I</u>	08/01/2024	72.98	72.98	25-6255 TELEPHONE EXPENSE	0	8/24	08/09/2024	
Total 9970398408:						400.99	400.99					
1575	VERIZON WIRELESS	9970398409		<u>CELL SERVICE FOR 07/02-08/01/24- ADMIN</u>	08/01/2024	120.92	120.92	01-6255 TELEPHONE	0	8/24	08/09/2024	
1575	VERIZON WIRELESS	9970398409		<u>CELL SERVICE FOR 07/02-08/01/24- P&amp;Z</u>	08/01/2024	27.69	27.69	01-6255 TELEPHONE	1003	8/24	08/09/2024	
1575	VERIZON WIRELESS	9970398409		<u>CELL SERVICE FOR 07/02-08/01/24- PARKS</u>	08/01/2024	227.68	227.68	01-6255 TELEPHONE	1004	8/24	08/09/2024	
1575	VERIZON WIRELESS	9970398409		<u>CELL SERVICE FOR 07/02-08/01/24- WATER</u>	08/01/2024	124.27	124.27	20-6255 TELEPHONE EXPENSE	0	8/24	08/09/2024	
1575	VERIZON WIRELESS	9970398409		<u>CELL SERVICE FOR 07/02-08/01/24- SEWER</u>	08/01/2024	198.12	198.12	21-6255 TELEPHONE EXPENSE	0	8/24	08/09/2024	
1575	VERIZON WIRELESS	9970398409		<u>CELL SERVICE FOR 07/02-08/01/24- P.I</u>	08/01/2024	39.75	39.75	25-6255 TELEPHONE EXPENSE	0	8/24	08/09/2024	
1575	VERIZON WIRELESS	9970398409		<u>CELL SERVICE FOR 07/02-08/01/24- ECONOMIC DEVELOPMENT</u>	08/01/2024	30.77	30.77	01-6255 TELEPHONE	4000	8/24	08/09/2024	
Total 9970398409:						769.20	769.20					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1575	VERIZON WIRELESS	9970398410		<u>MODEM SERVICE FOR PI STATIONS, 07/02-08/01/24</u>	08/01/2024	280.07	280.07	25-6255 TELEPHONE EXPENSE	0	8/24	08/09/2024	
Total 9970398410:						280.07	280.07					
Total VERIZON WIRELESS:						3,862.75	3,862.75					
<b>VICTORY GREENS</b>												
364	VICTORY GREENS	773417	18705	<u>TREE FOR DOWNTOWN, J. ADAMS, JULY '24</u>	07/30/2024	266.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	8/24		
Total 773417:						266.00	.00					
Total VICTORY GREENS:						266.00	.00					
<b>WESTERN RECORDS DESTRUCTION, INC.</b>												
1633	WESTERN RECORDS DESTRUCTION, INC.	0710509		<u>RECORDS DESTRUCTION FOR 07/01-07/31/2024- ADMIN</u>	08/01/2024	12.54	.00	01-6052 CONTRACT SERVICES	0	8/24		
1633	WESTERN RECORDS DESTRUCTION, INC.	0710509		<u>RECORDS DESTRUCTION FOR 07/01-07/31/2024- WATER</u>	08/01/2024	8.58	.00	20-6052 CONTRACT SERVICES	0	8/24		
1633	WESTERN RECORDS DESTRUCTION, INC.	0710509		<u>RECORDS DESTRUCTION FOR 07/01-07/31/2024- SEWER</u>	08/01/2024	8.58	.00	21-6052 CONTRACT SERVICES	0	8/24		
1633	WESTERN RECORDS DESTRUCTION, INC.	0710509		<u>RECORDS DESTRUCTION FOR 07/01-07/31/2024- P.I</u>	08/01/2024	3.30	.00	25-6052 CONTRACT SERVICES	0	8/24		
Total 0710509:						33.00	.00					
Total WESTERN RECORDS DESTRUCTION, INC.:						33.00	.00					
<b>WESTERN STATES EQUIPMENT CO.</b>												
98	WESTERN STATES EQUIPMENT CO.	IN002887584	18773	<u>HOSES FOR PARKS JAKE MOWER, J DURHAM, AUG. 24</u>	08/12/2024	207.56	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	8/24		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total IN002887584:						207.56	.00					
Total WESTERN STATES EQUIPMENT CO.:						207.56	.00					
<b>WEX FLEET UNIVERSAL</b>												
2160	WEX FLEET UNIVERSAL	98858115		<u>FUEL, JULY' 24- ADMIN</u>	07/31/2024	17.50	17.50	<u>01-6300 FUEL</u>	0	8/24	08/02/2024	
2160	WEX FLEET UNIVERSAL	98858115		<u>FUEL, JULY' 24- P&amp;Z</u>	07/31/2024	6.25	6.25	<u>01-6300 FUEL</u>	1003	8/24	08/02/2024	
2160	WEX FLEET UNIVERSAL	98858115		<u>FUEL, JULY' 24- BUILDING INSPECTOR</u>	07/31/2024	19.01	19.01	<u>01-6300 FUEL</u>	1005	8/24	08/02/2024	
2160	WEX FLEET UNIVERSAL	98858115		<u>FUEL, JULY' 24- WATER</u>	07/31/2024	86.28	86.28	<u>20-6300 FUEL</u>	0	8/24	08/02/2024	
2160	WEX FLEET UNIVERSAL	98858115		<u>FUEL, JULY' 24- SEWER</u>	07/31/2024	48.12	48.12	<u>21-6300 FUEL</u>	0	8/24	08/02/2024	
2160	WEX FLEET UNIVERSAL	98858115		<u>FUEL, JULY' 24- P.I</u>	07/31/2024	27.93	27.93	<u>25-6300 FUEL</u>	0	8/24	08/02/2024	
2160	WEX FLEET UNIVERSAL	98858115		<u>NON FUEL CAR WASH, UTILITY LOCATE AND TREATMENT PLANT- WATER</u>	07/31/2024	10.08	10.08	<u>20-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	8/24	08/02/2024	
2160	WEX FLEET UNIVERSAL	98858115		<u>NON FUEL CAR WASH, UTILITY LOCATE AND TREATMENT PLANT- SEWER</u>	07/31/2024	10.08	10.08	<u>21-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	8/24	08/02/2024	
2160	WEX FLEET UNIVERSAL	98858115		<u>NON FUEL CAR WASH, UTILITY LOCATE AND TREATMENT PLANT- P.I</u>	07/31/2024	3.84	3.84	<u>25-6305 VEHICLE MAINTENANCE &amp; REPAIR</u>	0	8/24	08/02/2024	
2160	WEX FLEET UNIVERSAL	98858115		<u>NON FUEL CAR WASH, BUILDING INSPECTOR</u>	07/31/2024	12.00	12.00	<u>01-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	1005	8/24	08/02/2024	
2160	WEX FLEET UNIVERSAL	98858115		<u>FINANCE CHARGE, JULY 24- ADMIN</u>	07/31/2024	27.55	27.55	<u>01-6505 BANK FEES</u>	0	8/24	08/02/2024	
2160	WEX FLEET UNIVERSAL	98858115		<u>FINANCE CHARGE, JULY 24- P&amp;Z</u>	07/31/2024	9.85	9.85	<u>01-6505 BANK FEES</u>	1003	8/24	08/02/2024	
2160	WEX FLEET UNIVERSAL	98858115		<u>FINANCE CHARGE, JULY 24- WATER</u>	07/31/2024	25.58	25.58	<u>20-6505 BANK FEES</u>	0	8/24	08/02/2024	

City of Kuna

Payment Approval Report - City Council Approval  
Report dates: 8/2/2024-8/15/2024

Page: 66  
Aug 15, 2024 09:55AM

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
2160	WEX FLEET UNIVERSAL	98858115		<u>FINANCE CHARGE, JULY 24- SEWER</u>	07/31/2024	25.58	25.58	<u>21-6505 BANK FEES</u>	0	8/24	08/02/2024	
2160	WEX FLEET UNIVERSAL	98858115		<u>FINANCE CHARGE, JULY 24- P.I</u>	07/31/2024	9.86	9.86	<u>25-6505 BANK FEES</u>	0	8/24	08/02/2024	
Total 98858115:						<u>339.51</u>	<u>339.51</u>					
Total WEX FLEET UNIVERSAL:						<u>339.51</u>	<u>339.51</u>					
Grand Totals:						<u>4,218,578.54</u>	<u>1,013,849.6</u>					

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

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Report Criteria:

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

**BEFORE THE CITY COUNCIL  
CITY OF KUNA, ADA COUNTY IDAHO**

IN THE MATTER OF THE APPLICATION OF ) **Case Nos. 23-04-AN & 23-04-S**  
 )  
**RICHARD MORINO** )  
 )  
 )  
 )  
*Related to the development of real property* ) **DECISION AND REASONED**  
*located at 855 W Hubbard Rd., Kuna, ID 83643.* ) **STATEMENT.**

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**SECTION 1  
INTRODUCTION AND PROCEDURAL BACKGROUND**

THESE MATTERS came before the City Council for public hearing on June 18, 2024 where the Council voted to approve case Nos. 23-04-AN and 23-04-S. Thereafter, this Decision and Reasoned Statement was prepared and presented to the Council on August 20, 2024, for formal adoption of the Council’s decision.

**SECTION 2  
DECISION**

The Council, having considered the record and listened to the arguments and presentations at the hearing, DOES HEREBY ORDER AND DECIDE:

The Annexation Application (23-04-AN) is hereby *Approved*.

The Preliminary Plat Application (23-04-S) is hereby *Approved*.

**SECTION 3  
RECORD OF EXHIBITS AND WITNESSES**

**I. List of Exhibits.**

	<i>Withdra wn</i>	<i>Refused</i>	<i>Admitted</i>
COUNCIL STAFF MEMO 6.18.2024			X
P&Z APPLICATION COVERSHEET			X
ANNEXATION APPLICATION			X
PRELIMINARY PLAT APPLICATION			X
NARRATIVE			X

VICINITY MAP			X
LANDSCAPE PLAN			X
GEOTECH INVESTIGATION REPORT			X
COMMITMENT TO PROPERTY POSTING			X
NEIGHBORHOOD MEETING CERTIFICATION			X
NEIGHBORHOOD MEETING SIGN IN SHEET			X
SUBDIVISION NAME RESERVATION			X
LEGAL DESCRIPTION – ANNEXTION			X
LEGAL DESRIPTION – PRELIMINARY PLAT			X
QUIT CLAIM DEED			X
ANNEXATION AND PRE-PLAT BOUNDARY EXHIBIT			X
AGENCY TRANSMITTAL			X
ADA COUNTY DEVELOPMENT SERVICES			X
ADA COUNTY HIGHWAY DISCTRIC			X
BOISE PROJECT BOARD OF CONTROL			X
CENTRAL DISTRICT HEALTH DEPT.			X
CITY ENGINEER			X
KUNA RURAL FIRE DISTRICT			X
KUNA SCHOOL DISTRICT No. 3			X
PROOF OF PROPERTY POSTING COMMISSION 3.1.2024			X
PROOF OF PUBLICATION COMMISSION 3.1.2024			X
PROOF OF LEGAL NOTICE MAILER COMMISSION 2.21.2024			X
PROOF OF PROPERTY POSTING COUNCIL 5.02.2024			X
PROOF OF PUBLICATION COUNCIL 5.3.2024			X
PROOF OF LEGAL NOTICE MAILER COUNCIL 4.22.24			X

## **II. Public Hearing Witnesses.**

- a. Those who testified at the Council hearing on June 18, 2024, hearing are as follows, to-wit:
  1. City Staff:  
Doug Hanson, Planning & Zoning Director
  2. Appearing for the Applicant:  
Andrew Newell – 4355 W Emerald St., Boise, ID 83714
  3. Appearing for the Favor:  
Rick Morino – 855 W Hubbard Rd., Kuna, ID 8634
  4. Appearing Neutral:  
Beverly Wolf – 3420 W Commemoration Ave., Meridian, ID 83642
  5. Appearing in Opposition:  
Kuna School District; Danielle Horras – 711 E Porter St., Kuna, ID 83634

## **SECTION 4 REASONED STATEMENT**

### **I. Relevant Criteria and Standards Considered**

- a. Relevant City Ordinance Provisions.
  1. Kuna City Code (KCC) Title 5, Development Regulations and Title 6, Subdivisions
  2. Kuna Comprehensive Plan
- b. Relevant Statutory Provisions.
  1. I.C. § Title 67-65,
  2. I.C. § Title 50-222
  3. I.C. § Title 50-13

### **II. Factual Findings**

- a. General Factual Findings.
  1. The subject site is 4.83 acres in size and located near the southeast corner of Hubbard and Kay Avenue and is known as Ada County Assessor's Parcel Number S1313212400.

2. The subject site touches Kuna City limits on the south, west and east sides and is currently zoned Rural Residential by Ada County and has historically been used for Residential purposes.
3. The proposal was for 73 total Residential Units, comprised of 21 single family lots, 12 common lots and 1 lot for multi-family dwellings.
4. The proposal is for zoning 4.83 acres as R-6 (Medium Density Residential) zoning with a density of 4.15 Dwelling Units/Acre (DUA) for up to 9 buildable lots.
5. Gross Density is the number of dwelling units per acre of total land to be developed including rights-of-way; while Net Density is the number of dwelling units per acre of land devoted to residential uses, excluding rights-of-way. The proposed gross density for the project is 3.36 Dwelling Units an Acre (DUA).

Neighborhood Meeting	Held on June 22, 2023. Nine (9) Attendees were present.
Pre-Application Meeting	Held on August 10, 2023.
Agency Comments Request	January 18, 2024
300 FT Legal Mailer Notice	Sent on April 22, 2024
Idaho Press Newspaper Published Hearing Notice	Published on May 3, 2024
Site Posting	Posted on May 2, 2024
Planning & Zoning Commission Public Hearing	Held on March 26, 2024.

b. Relevant Contested Facts.

1. Members of the Public testified;
  - a. Concern for closed roads during construction and adding more traffic to corridors that are congested and adding to current traffic flows.
  - b. The development would increase these issues.
2. Members of the Public testified;
  - a. This development would increase current issues with full School classrooms.
  - b. The School District testified about the needs of the District for classroom and sporting facilities and the need for City infrastructure, police and Fire Stations to serve a growing population.
3. Testimony from the Owner was that as residents they have paid taxes for 27 years thus assisting the Kuna School District. He testified he didn't get a response to a verbal offer of time or monetary.

- c. Councils Factual Findings on Relevant Contested Fact.
  - 1. The Council determines the impact of the development is not significant to either the traffic and affected corridors.
  - 2. The Council determined the proposed density of the project is not a significant impact to the School District.

### **III. Rationale for the Decision Based Upon Facts and Relevant Criteria and Standards Considered.**

It is the rationale of the City Council that annexation and development of the subject real property as proposed in the applications will constitute orderly development. As such, the City chooses to approve the proposed annexation and accompanying Preliminary Plat.

### **IV. Conditions of Approval**

1. Buffers, curb, gutter and sidewalk (attached and detached) shall be installed in accordance with KCC 5-17-14 and 6-4-2.
2. Developer/Owner/Applicant shall work with Ada County Highway District and the City of Kuna to complete all required traffic improvements to the surrounding roadways and intersections as detailed in the Ada County Highway District staff report.
3. Developer/Owner/Applicant shall install a sign at the terminus of the proposed stub street stating; “this road will continue in the future”. Developer/Owner/Applicant shall obtain proper language from Ada County Highway District.
4. Developer/Owner/Applicant shall measure all front building setbacks from back of sidewalk on all internal local roads.
5. Applicant shall ensure the proper easement widths on all lots in accordance with KCC 6-3-8.
6. It is the responsibility of the Developer to ensure any anticipated buildings fit any given buildable lot in accordance with KCC 5-3-3.
7. Fencing within and around the site shall comply with KCC 5-5-5 (unless specifically approved otherwise and permitted).
8. All required landscaping shall be permanently maintained in a healthy growing condition. The property Owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting in public Rights-of-Way shall be with approval from ACHD.
9. Landscaping shall not be placed within ten (10) feet of any meter pits, pressurized irrigation valves and/or ACHD underground facilities and must honor all vision triangles.

10. The Landscape Plan and Preliminary Plat [ (LSP) dated November 2023 and (PP) 7.6.23] will be considered binding site plans as amended and/or approved.
11. 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.
12. If any revisions are made, the Applicant shall provide the Planning and Zoning Staff with a revised copy of the Preliminary Plat. Any revisions of the Plat are subject to Administrative Determination to rule if the revision is substantial.
13. Develop/Owner/Applicant is hereby notified that this project is subject to Design Review inspection fees. Required inspections (post construction), are to verify building and landscaping compliance prior to requesting signature on the final plat.
14. 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.
15. 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.
16. 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).
17. Connection to City Services (Sewer, Water, Pressurized Irrigation) is required. The Applicant shall conform to all corresponding City of Kuna Master Plans.
18. 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 a Water Booster Station as necessary.
19. The Developer/Owner/Applicant shall not submit an application for Final Plat until the City's Public Works Director issues a Will-Serve Letter stating the City's appurtenance has capacity to service the proposed development with domestic water, and accept the wastewater discharged from the proposed development.
20. In the event a Will-Serve Letter is not issued within the time the Applicant is required to record a Final Plat, the Applicant shall have good cause and be eligible to receive, pursuant to KCC 6-2-3-J., a Time Extension to file a Final Plat up to and until a Will-Serve Letter has been issued.

21. Developer/Owner/Applicant shall work with staff in order to provide final locations of streetlights as required by Kuna City Code. Streetlights for the site shall be LED lighting and must comply with Kuna City Code and established Dark Sky practices.
22. In accordance with R90-2022, once the Danskin Sewer Force Main is completed, 40 Equivalent Dwelling Units (EDU's) may be issued on a Phase-by-Phase basis.
23. 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:
  - A. The City Engineer shall approve all sewer connections.
  - B. The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the Applicant has received an approved drainage plan.
  - C. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties".
  - D. The Kuna Rural Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by the Fire District are required.
  - E. The Kuna Municipal Irrigation System and Boise Project Board of Control shall approve any modifications to the existing irrigation system.
  - F. Approval from Ada County Highway District (ACHD) shall be obtained, and Impact Fees must be paid prior to issuance of any building permit(s). Please consult staff if there are questions about the process.
  - G. All public rights-of-way shall be dedicated and constructed to the standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.
24. 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.
25. Developer/Owner/Applicant/Contractors are hereby notified of Kuna's working hours. Construction of any kind shall only be conducted within hours specified in KCC 10-6-3. Noises and other public nuisances/distractions outside of this time frame are subject to lawful penalties
26. 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.

- 27. Applicant is conditioned to work with the City Engineer for proper easement widths for the project as a whole.
- 28. Developer/Owner/Applicant and all successors shall comply with all Local, State and Federal Laws.

**SECTION 5  
REQUIRED NOTICES TO APPLICANT AND AFFECTED PARTIES**

I.C. 6735(2)(b) Any applicant or affected person seeking judicial review of compliance with the provisions of this section must first seek reconsideration of the final decision within fourteen (14) days. Such written request must identify specific deficiencies in the decision for which reconsideration is sought. Upon reconsideration, the decision may be affirmed, reversed or modified after compliance with applicable procedural standards. A written decision shall be provided to the applicant or affected person within sixty (60) days of receipt of the request for reconsideration or the request is deemed denied. A decision shall not be deemed final for purposes of judicial review unless the process required in this subsection has been followed. The twenty-eight (28) day time frame for seeking judicial review is tolled until the date of the written decision regarding reconsideration or the expiration of the sixty (60) day reconsideration period, whichever occurs first.

**BY ACTION OF THE CITY COUNCIL** of the City of Kuna at its regular meeting held on the 20<sup>th</sup> day of August 2024.

---

Mayor, Joe Stear

RESOLUTION NO. R49-2024

CITY OF KUNA, IDAHO

**A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE "PROFESSIONAL SERVICES AGREEMENT' WITH INSPECT, LLC. FOR PLUMBING INSPECTIONS AND QUALIFIED PLUMBING PLAN REVIEW SERVICES FOR THE CITY OF KUNA; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.**

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

Section 1. The "Professional Services Agreement" with Inspect, LLC. for the Plumbing Inspection Services and Plumbing Plan Review Services, in substantially the format as attached hereto as "ATTACHMENT A", is hereby approved.

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

**PASSED BY THE COUNCIL** of Kuna, Idaho this 20th day of August, 2024.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 20th day of August, 2024.

---

Joe L. Stear, Mayor

ATTEST:

---

Nathan Stanley, City Clerk

**"ATTACHMENT A"**

**DMH Enterprises**

1116 N.Dawn Dr. - Boise, Idaho 83713

208.870.6192

July 1st, 2024

This letter is to give the City of Kuna a 90 day's notification that Dennis Holte is going to retire on October 1st, 2024.

We have enjoyed working with Kuna over the years and look forward to assisting in this transition.

\*We are asking the city to allow John Stocke to take over the existing Plumbing Inspector Contract for the City of Kuna.

John has worked with us for 15 years and is a Licensed Plumbing Inspector, Licensed Plumbing Plans Reviewer, and a Licensed Medical Gas Inspector.

Thank you Dennis &  
Mitzi Holte

## AGREEMENT for Inspection

Services Between

John Stocke- Inspect,

LLC City of Kuna, Idaho

This Agreement is made and entered into between the City of Kuna ("City") and John Stocke ("Contractor") this day of October 1st, 2024.

In consideration of the mutual promises herein contains, the CITY and CONTRACTOR agree as follows:

1. **SCOPE OF SERVICES** During the terms of this agreement, CONTRACTOR shall furnish to CITY, **Plumbing Inspections and Plumbing Plan Review** Services. Such Services shall be performed by individuals as employees or independent CONTRACTORS of CONTRACTOR and not as employees of CITY.
2. **TERM** The Agreement shall commence on October 1st, 2024, and shall continue until terminated. CONTRACTOR will perform services with due and reasonable diligence consistent with sound professional practices. This agreement may be terminated by either party with thirty (30) days advanced written notice. In the event of a breach of this Agreement, the non-breaching party may terminate this Agreement without notice and pursue other legal remedies.
3. **COSTS**
  - 3.1 Basic Services, as compensation for Basic Services to be performed by CONTRACTOR, CITY will pay CONTRACTOR for services as follows:  
  
**Inspect, LLC shall receive 60% of all plumbing permit fees collected annually.**
  - 3.2 Additional Services. THE CONTRACT shall not take any action hereunder which could cause the amount for which CITY would be obligated to CONTRACTOR to exceed the costs defined herein. However, that this sum maybe increased or decreased from time to time by CITY if Additional Services are required or the scope of work if adjusted for any reason, through an Addendum to this Agreement.
  - 3.3 Reimbursable Expenses. CITY shall pay for items specifically agreed upon as Reimbursable Expenses.

- 3.4 Monthly Report and Payment. CITY will make payment by the 10th of the month following receipt of the monthly report.
- 3.5 Suspension of Services. If CITY fails to make payment when due without a good faith reason, the CONTRACTOR may suspend performance of services until payment is received. The CONTRACTOR shall have no liability to the CITY for any costs or damages as a result of such suspension.
- 4. **MODIFICATIONS** CITY may request to modify this Agreement at any time and CITY and CONTRACTOR shall agree to an equitable adjustment in cost and schedule.
- 5. **DISPUTE AND RESOLUTION** Should a dispute arise, CITY and CONTRACTOR agree to negotiate all disputes between them in good faith for a period of thirty (30) calendar days from the date the dispute is raised in writing by either CITY or CONTRACTOR. If the parties fail to resolve the dispute through negotiation, then prior to litigation the dispute shall be decided through non-binding mediation or other mutually agreed alternative dispute resolution technique, the fees and expenses of which shall be split equally. This agreement shall be governed by the laws of the State of Idaho.
- 6. **SUSPENSION OF SERVICES** If CITY suspends services of the CONTRACTOR for any reason for more than thirty (30) days, CITY and the CONTRACTOR shall agree to an equitable adjustment in cost and schedule.
- 7. **INSURANCE** CONTRACTOR shall procure and maintain insurance as set forth below. CONTRACTOR shall cause CITY to be listed as an additional insured on any applicable general liability insurance policy carried by CONTRACTOR.

Workers' Compensation	Statutory
General Liability	
Each Occurrence (Bodily Injury and Property Damage)	\$1,000,000
General Aggregate	\$2,000,000
Automobile Liability	
Combined Single Limit (Bodily	Injury and Property Damage)
	Each Accid

ent

Professional Liability Insurance

\$1,000,000

\$1,000,000

Each Claim Made	\$1,000,000
Annual Aggregate	\$1,000,000
Errors and	\$1,000,000

- 8. CITY FURNISHED SERVICES** CITY shall provide access to CITY'S records, data, mapping and other information needed by the CONTRACTOR to perform CITY'S requested services.
- 9. INDEMNITY.** CONTRACTOR shall defend, save, hold harmless, and indemnify CITY., its officers, employees, agents and members, from all claims, suits actions or costs including attorney fees and costs of defense resulting from or arising out of the work performed under this contract and arising from the sole or joint negligence of the CONTRACTOR. Likewise, subject to the limits of the Idaho Torts Claims Act, CITY shall save, hold harmless and indemnify CONTRACTOR from all claims, suits, actions or costs, including attorney fees and costs of defense resulting of arising out of this contract and arising from the sole negligence of CITY
- 10. NONDISCRIMINATION** CONTRACTOR agrees that it shall not discriminate against any person in the performance of this contract, on the grounds of race, color, creed, national origin, sex, marital status, disability or age.
- 11. ATTORNEY FEES** In the event an action, suit or proceeding, including appeal there from, is brought for failure to observe any of the terms of this contract, the non-prevailing party shall be responsible for the prevailing party's attorney fees., expenses, costs, and disbursements for said action, suit, proceeding or appeal.
- 12. GOVERNING LAW; JURISDICTION; VENUE** This contract shall be governed and constructed in accordance with the laws of the State of Idaho without resort to any jurisdiction's conflict of laws, rules or doctrines. Any claim, action, suit or proceeding between CITY and CONTRACTOR that arises from or relates to this contract shall be brought and conducted solely and exclusively in Ada County. Idaho.
- 13. AMENDMENTS** The terms of this Contract may be amended upon the mutual consent of the parties. CONTRACTOR expressly agrees to amendments which may be necessary from time to time to incorporate changes or provisions required by law or the Division.
- 14. SEVERABILITY** The Terms of this Contract are severable and a determination by an appropriate body having jurisdiction over the subject matter of this Contract that results in the invalidity of any part, shall not affect the remainder of this Contract.

IN WITNESS WHEREOF, the parties here to have executed this Agreement as of the date first above written.

CITY OF KUNA

CONTRACTOR: John Stocke- Inspect

LLC By:\_\_\_\_\_

By:\_\_\_\_\_

Address: 751 W 4th St  
Kuna, ID  
83634

Address: 82 S Baltic Ste 104  
Meridian, ID 83642



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/22/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Northeast Agencies INC/PHS 01210619 The Hartford Business Service Center 3600 Wiseman Blvd, San Antonio, TX 78251	<b>CONTACT NAME:</b> r. N n i v t t r Q t s t s i . d R 7 - A 7 : : V I E-MAIL ADDRESS: INSURER(S) AFFORDING COVERAGE INSURER A : Hartford Underwriters Insurance ComDanv NAIC# 30104
<b>INSURED</b> Inspect LLC 82 S Baltic PI Meridian ID 83642	<b>INSURERS:</b> <b>INSURERC:</b> <b>INSURERD:</b> <b>INSURERE:</b> <b>INSURERF:</b>

## COVERAGES      CERTIFICATE NUMBER      REVISION NUMBER

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR	POLICY NUMBER	/ h18 1	POLICY EXP	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> CLAIMS-MADE [8] OCCUR	[x]	01 SBU AR7ZX4	05/01/2024	05/01/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS-COMP/OPAGG \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: POLICY <input checked="" type="checkbox"/> PER <input type="checkbox"/> LOC					
	<b>AUTOMOBILE LIABILITY</b> ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED AUTOS HIRED AUTOS	C-I				COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>EXCESS LIAB</b>					
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY POLICY EXCLUDED? OFFICER MEMBER EXCLUDED? (Mandatory in NH) UMBRELLA OCCUR r OED ltr	N/A				EACH ACCIDENT \$ E.I. DISEASE -EA EMPLOYEE \$ E.I. DISEASE -POLICY LIMIT \$

DESCRIPTION OF OPERATIONS/ LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 Those usual to the Insured's Operations.

CERTIFICATE HOLDER

CANCELLATION

City of Kuna 751	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE AUTHORIZED REPRESENTATIVE
------------------------	--

**ACORD 25  
(2010/05)**

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## CERTIFICATE HOLDER

## CANCELLATION

CITY OF KUNA 751 W	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE AUTHORIZED REPRESENTATIVE <i>(? 4!).J</i>
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AGENCY CUSTOMER ID: \_\_\_\_\_

LOC#: \_\_\_\_\_



**ADDITIONAL REMARKS SCHEDULE  
OF \_2\_**

**PAGE \_2\_**

<b>AGENCY</b>	<b>NAMED INSURED</b>
<b>POLICY NUMBER</b>	INSPECT LLC
<b>CARRIER CODE</b>	82 S BALTIC PL STE 106
<b>INAIC</b>	<b>EFFECTIVE DATE:</b>
WESTERN COMMUNITY INSURANCE COMPANY	

**ADDITIONAL REMARKS**

THIS ADDITIONAL REMARKS FORM IS A

LISTED AS AN ADDITIONAL INSURED PER  
CA 04 44, CA 20 48, CA 04 43 AND CA 04 49

**INSURED ADDRESS INFORMATION:**  
INSPECT LLC  
82 S BALTIC PL STE 106  
MERIDIAN, ID 83642-5935

**CITY OF KUNA MAIL PER ADDRESS**  
751 W 4TH ST  
KUNA, ID 83634-1941

**ADDITIONAL NAMED INSURED(S)**





# CERTIFICATE OF LIABILITY INSURANCE

DATE (MMDDYYYY)

07/29/2024

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> BIBERK P.O. Box 113247 Stamford, CT 06911	<b>CONTACT NAME:</b> r_t1gNJ>To Ext: 844-472-0967 <b>E-MAIL ADDRESS:</b> customerservice@biBERK.com <b>FAX CAUC No:</b> 203-654-3613
<b>INSURER(S) AFFORDING COVERAGE</b>	
INSURER A: National Liability & Fire Insurance Company	
NAIC# 20052	
<b>INSURED</b>	
Inspect LLC	
2039 Lariat Way Emmett, ID 83617	
<b>INSURER B:</b>	
<b>INSURER C:</b>	
<b>INSURER D:</b>	
<b>INSURER E:</b>	
<b>INSURER F:</b>	

COVERAGES	CERTIFICATE NUMBER	REVISION NUMBER
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**THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.**

INSR LTR	TYPE OF INSURANCE	ADDL SUBR	POLICY EFF	POLICY EXP	LIMITS
	<b>D</b> COMMERCIAL GENERAL LIABILITY CLAIMS-MADE D OCCUR				EACH OCCURRENCE \$ 0 DAMAGE TO RENTED PREMISES !Ea occurren -- \$ ----- 0
	<b>R</b> GEN'L AGGREGATE LIMIT APPLIES PER.				<b>MED EXP (ANY PERSON)</b> GENERAL AGGREGATE \$ 0
	<b>P</b> AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY   SCHEDULED AUTOS HIRED AUTOS ONLY   NON-OWNED AUTOS ONLY				<b>PRODUCTS</b> COMBINED SINGLE LIMIT (Ea accident) \$ 0 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<b>U</b> UMBRELLA LIAB HOCCUR EXCESS LIAB CLAIMS-MADE DED RETENTIONS				EACH OCCURRENCE \$ - AGGREGATE \$
<b>A</b>	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<b>YIN C/J</b> NIA	N9WC483902	05/01/2024 05/01/2025	<b>X</b> FUTURE I OTH ER EL EACH ACCIDENT \$100,000 E.I. DISEASE - EA EMPLOYEE \$100,000 E.I. DISEASE - POLICY LIMIT \$500,000
	Professional Liability (Errors & Omissions): Claims-Made				Per Occurrence/ Aggregate

DESCRIPTION OF OPERATIONS/ LOCATIONS/VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

**Exclusions:** John Stocke; Melissa Stocke;

## CERTIFICATE HOLDER

## CANCELLATION

City of Kuna PO Box 13	<b>THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE</b> II
---------------------------	--

Kuna. ID 83634

AUTHORIZED  
REPRESENTATIV

&Jpb---

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ACORD 25  
(2016/03)

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**RESOLUTION NO. R50-2024  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE TRANSMISSION FACILITIES EASEMENT AGREEMENT BETWEEN THE CITY OF KUNA (GRANTOR) AND KUNA BESS LLC (GRANTEE).**

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho that the Transmission Facilities Easement Agreement, attached hereto as EXHIBIT A is hereby authorized by the City of Kuna, Idaho.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 20th day of August, 2024.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 20th day of August, 2024.

---

Joe L. Stear, Mayor

ATTEST:

---

Nathan Stanley, City Clerk

**EASEMENT ESTOPPEL CERTIFICATE**

**Grantor:** City of Kuna (“**Grantor**”)

**Grantee:** Kuna BESS LLC, a Delaware limited liability company (“**Grantee**”)

**Easement:** Transmission Facilities Easement Agreement between Grantor and Grantee dated as of October 25, 2023, and recorded in the real property records of Ada County, Idaho on October 30, 2023, as Instrument No. 2023-061459, as amended by that certain First Amendment to Transmission Facilities Easement Agreement dated April 17, 2024, and recorded in the real property records of Ada County Idaho on April 19, 2024 as Instrument No. 2024-020613 (together the “**Easement Agreement**”), pursuant to which Grantor has given a transmission facilities easement to Grantee over certain premises owned by Grantor, which is more particularly described in the Easement Agreement (the “**Easement Area**”). The Easement Area is a portion of a larger parcel of real property owned by Grantor (the “**Grantor Property**”).

As background for this Estoppel Certificate, Deutsche Bank Trust Company Americas, as administrative agent (the “**Agent**”) and the lenders party thereto will enter into a financing transaction and provide certain credit facilities to Grantee (the “**Financing Transaction**”) in connection with Grantee’s development of a battery energy storage system (the “**Project**”) on property adjacent to the Easement Area. In connection with the Financing Transaction, Agent has required that Grantee obtain the confirmation and agreement of Grantor as to certain matters related to the Easement Agreement, the Easement Area and the Project.

Grantor certifies, confirms, and agrees, to and for the benefit of Grantee and Agent, as well as Grantee’s successors and assigns and Agent’s successors and assigns (collectively, the “**Reliance Parties**”), Grantor recognizing that such parties will rely on this Estoppel Certificate, as follows:

1. Capitalized terms used and not otherwise defined in this Estoppel Certificate shall have the meaning ascribed to such terms in the Easement Agreement.

2. Grantor is the sole owner of the Easement Area and holds marketable title thereto, and Grantor holds the entire interest of “**Owner**” under the Easement Agreement; Grantor has not assigned, conveyed, or sold any of its interest in the Easement Area. Grantor has the unrestricted right and authority to enter into and to perform Grantor’s obligations under the Easement Agreement and to execute and deliver this Estoppel Certificate.

3. A full copy of the Easement Agreement, including any amendments, is attached as Exhibit A hereto. The Easement Agreement, is in full force and effect and has not been modified, restated, cancelled, supplemented, surrendered, terminated, or amended in any way except as shown in Exhibit A. Grantor hereby ratifies the Easement Agreement in its entirety. The Easement Agreement constitutes the entire agreement between Grantor and Grantee relating to the matters set forth therein. Grantor has not transferred, mortgaged, encumbered, or assigned any interest in

the Easement Agreement. Grantor has received no notice from Grantee of any prior assignment or transfer of the Grantee's interest in the Easement Agreement.

4. The term of the Easement Agreement commenced on October 25, 2023 and may be terminated as provided therein.

5. The Easement Agreement constitutes the legal, valid, and binding obligation of the Grantor, enforceable against the Grantor in accordance with its terms.

6. Grantee is not in default of any of its obligations under the Easement Agreement, Grantee's current use of and operations on the Easement Area complies with all covenants contained in the Easement Agreement, and there are no disputes between Grantor and Grantee. All payments or other amounts currently due and payable pursuant to the Easement Agreement, if any, have been paid through the date hereof. All covenants, conditions, and obligations required to be performed by Grantee under the Easement Agreement on or before the date hereof have been performed in a manner satisfactory to Grantor. Grantor (a) does not currently have any claim, counterclaim, offset, or defense against Grantee under the Easement Agreement or the right to terminate or to cancel the Easement Agreement, and (b) acknowledges and agrees that there is no act or omission by Grantee under the Easement Agreement or other facts or circumstances that, with the giving of notice or the passage of time, or both, could constitute breach or default by Grantee under the Easement Agreement or give rise to the right of Grantor to terminate or to cancel the Easement Agreement.

7. Grantor has not received any written notice of default from Grantee, and, to the knowledge of Grantor, Grantor is not aware of any default of any of its obligations under the Easement Agreement.

8. There are no actions pending against Grantor under the United States Bankruptcy Code or any similar laws of the United States or the state whether the Grantor Property is located. There are no proceedings pending or, to the knowledge of Grantor, threatened against or affecting Grantor in any court of competent jurisdiction or any governmental authority, or arbitration board or tribunal which would reasonably be expected to have a material adverse effect on the ability of Grantor to perform its obligations under the Easement Agreement.

9. Grantor has not received any notice from any governmental authority with respect to a condemnation or threat of condemnation with respect to all or any portion of the Easement Area. Grantor has not received any written notice from third parties or any governmental agency of environmental contamination or similar condition in or under the Easement Area or any written notice of violation of any law or regulation in connection with the Easement Area and Grantor has no reason to believe there are any grounds for any claim of any such violation.

10. All representations made by Grantor in the Easement Agreement are true and correct in all material respects as of the date hereof.

11. Effective as of the date of this Estoppel Certificate, and until such time as Agent shall give Grantor notice to the contrary, Agent shall be entitled to all rights of a Agent (as defined in the Easement Agreement) under the Easement Agreement and shall be entitled to all notices to be provided to Grantee or a Agent under the Easement Agreement, at the address below:

Agent Notice Address:

Deutsche Bank Trust Company Americas, as  
Administrative Agent  
Trust and Agency Services  
1 Columbus Circle, 17th Floor  
Mail-Stop: NYC01-1710  
New York, New York 10019  
Attention: Project Finance Agency Services  
Kuna BESS Project (AA6566)  
Phone: 646-961-3317

12. There are (a) except for routine maintenance, no unpaid bills incurred by Grantor or other claims for work performed on, or materials delivered to, Grantor Property for the construction or improvement of the Easement Area during the past ninety (90) days, (b) except as set forth in a title commitment provided to Agent prior to the date hereof, or as otherwise disclosed to Agent prior to the date hereof, no unrecorded tenancies, easement agreements, or other occupancies or rights of possession or ownership affecting Grantor's interest in the Easement Area, (c) except as set forth in a title commitment provided to Agent prior to the date hereof, or as otherwise disclosed to Agent prior to the date hereof, no disputes, discrepancies, or encroachments affecting a setback or boundary line on the Easement Area and no contracts, options, or rights to purchase the Easement Area, (d) except as set forth in a title commitment provided to Agent prior to the date hereof, or as otherwise disclosed to Agent prior to the date hereof, no unrecorded judgments, liens, mortgages, or other claims against Grantor's interest in the Easement Area, and (e) except as set forth in a title commitment provided to Agent prior to the date hereof, or as otherwise disclosed to Agent prior to the date hereof, no options to purchase the Easement Area or rights of first refusal to purchase the Easement Area.

13. For the avoidance of doubt, and without any implication that consent is necessary, Grantor consents and agrees to the transactions referenced above.

Grantor agrees promptly to notify Grantee and Agent in writing if any of the forgoing statements shall become untrue in any material respect within twelve months after the date hereof. This certificate shall have the effect of estopping Grantor and its successors and assigns from making any assertions contrary to the contents hereof and shall serve as a waiver of any claim by Grantor to the extent such claim is based on any assertions contrary to the contents hereof. This certificate may be executed in any number of counterparts, each of which when so executed and delivered shall be an original, but all of which together shall constitute one document.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned has caused this Estoppel Certificate to be duly executed and delivered as of the date set forth below.

Dated as of \_\_\_\_\_, 2024.

GRANTOR:

City of Kuna

By: \_\_\_\_\_

Name: \_\_\_\_\_

Its: \_\_\_\_\_

Exhibit A

The Easement Agreement

*[See attached]*

ADA COUNTY RECORDER Trent Tripple BOISE IDAHO Pgs=20 VICTORIA BAILEY AYPa POWER LLC	<b>2023-061459</b> 10/30/2023 01:40 PM \$67.00
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**Recording Requested by  
And When Recorded Return to:**

Kuna BESS LLC  
c/o Aypa Power Development LLC  
11801 Domain Blvd., Suite 450  
Austin, TX 78758  
Attn: Nate Crain

(SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE)

APN(s): S1326110055

**TRANSMISSION FACILITIES EASEMENT AGREEMENT**

**THIS TRANSMISSION FACILITIES EASEMENT AGREEMENT ("Agreement")** is made and entered into as of [ October 25, 2023 ] ("Effective Date") by and between City of Kuna ("Owner") and Kuna BESS LLC ("Company").

**RECITALS**

- A. Owner owns certain real property located in Ada, County, State of Idaho, which real property is more particularly described on Exhibit A attached hereto and incorporated herein by this reference ("Property").
- B. Owner agrees to grant, and Company agrees to accept, the Easement (as defined below) with respect to the Property subject to the terms and conditions of this Agreement.

**AGREEMENT**

- 1. **GRANT OF EASEMENT.** Owner grants, transfers and conveys to Company and its assignees, subtenants, licensees, agents, invitees, successors and assigns exclusive easements on, over, under and across the Property (collectively, the "**Easement**") as set forth in this Agreement. The Easement is an easement "in gross" which means it is an interest personal to Company and its successors and assignees and is not tied to any particular use or ownership by Company or its successors and assignees of any adjacent or other land.
- 2. **USE OF EASEMENT.** The Easement allows Company to use the Property:
  - (a) to develop, install, erect, construct, reconstruct, replace, relocate, repair, improve, alter the voltage of, remove, operate, maintain and use from time to time above-ground and below-ground transmission facilities on, over and under the Easement Area (as defined below) for the transmission of electric energy, data and communications (collectively, "**Transmission Facilities**"). Transmission Facilities may include a line or lines of poles, towers, cross arms and/or other supporting structures, foundations, anchors, conductors, wires and cables for the transmission,

distribution and/or collection of electrical energy, communications and or data, and any other improvements, facilities, appliances, machinery and equipment in any way related to or associated with the transmission or distribution of electric energy, data and communications (the Easement rights in this clause (a), collectively, the “**Transmission Easement**”). It shall be the responsibility of the Company to ensure that any development, installation, erection, construction, reconstruction, replacement, repairment, improvement, alteration of voltage, removal, operation, maintenance and usage of the Transmission Facilities, and the Transmission Facilities as a whole, are in compliance with any and all federal, state or local law, ordinance or regulation, as may be applicable;

(b) for vehicular (including cranes, trucks and other heavy construction equipment) and pedestrian ingress, egress and access by means of now existing or newly constructed roads of any kind, access routes, and entranceways within the Property (the Easement rights in this clause (b), collectively, the “**Access Easement**”) or by such route(s) and/or roads and trails as Company may construct, reconstruct, improve and maintain on the New Access Easement Area (as defined below) from time to time (collectively, “**Road Improvements**”, and together with the Transmission Facilities, collectively, the “**Improvements**”);

(c) the right, permission, and authority to trim, cut, clear or remove, from time to time and by any reasonable means (and, for the avoidance of doubt, in each case at the Company’s cost), from and adjacent to the Easement Area trees, brush, debris, and any and all obstructions of whatsoever kind or character which, in the Company’s reasonable judgment, may endanger the safety of, or otherwise interfere with Company’s exercise of the rights in this Agreement, except that Company agrees to notify Owner, in writing, before conducting any major trimming, cutting, clearing, removing, or otherwise under this Section, and Company agrees to take reasonable steps to ensure any action taken under this Section will not unreasonably impact the City, unless there is no less impactful alternative available to the Company; and

(d) for the purpose of staging, storage, preparation, assembly, deployment and transportation of machinery, equipment, improvements, vehicles, equipment and other property (including, but not limited to, transmission line poles, wires, cables, cranes, heavy construction and/or transport vehicles and related equipment and property), except that Company agrees to notify and obtain permission from Owner, in writing, before conducting any major and/or long-term staging, storing, preparing, assembling, deploying, transporting, or otherwise under this Section, such that the City may object if the City will be unreasonably impacted by the use.

**3. EASEMENT AREA.** The location of the Easement (the “**Easement Area**”) is set forth in **Exhibit B** attached hereto and incorporated herein by this reference. From time to time while this Agreement is in effect, Company shall have the right to modify and/or relocate the then-current location of the Easement Area, subject to review and approval by Owner, in writing, by recording (and, if requested by Company, Owner shall execute and acknowledge) a memorandum of amendment to this Agreement that amends **Exhibit B** hereto. In addition, the Transmission Easement shall include the right (a) for transmission lines and cables connected to towers located within the Easement Area to sway outside of the Easement Area during high wind events, and (b) to temporarily place, operate and use equipment, machinery and other property outside of (but within reasonable proximity to) the Easement Area during the construction and maintenance of the Improvements.

4. **TERM.** The term of this Agreement and the Easement commences on the Effective Date and shall continue in perpetuity unless terminated in accordance with the provisions of this Agreement (the “**Term**”). Notwithstanding the foregoing, the Easement shall automatically terminate if the Company has not commenced construction of Transmission Facilities on the Property within six (6) years of the Effective Date.

5. **PAYMENTS TO OWNER.** In consideration of the Easement granted in this Agreement, Company shall make the payments to Owner at the time and in the amount set forth in on attached **Exhibit C** attached hereto and incorporated herein by this reference Agreement. **Exhibit C** shall not be recorded as part of this Agreement.

6. **OWNER’S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Owner hereby represents, warrants and covenants to Company during the term of this Agreement and the Easement granted herein:

6.1 **Owner’s Authority.** Owner owns the Property in fee simple, subject to no liens or encumbrances except as disclosed in writing to Company in a title report or other document delivered to Company prior to execution of this Agreement. Owner and each person signing this Agreement on behalf of Owner has the full and unrestricted right and authority to execute this Agreement and to grant to Company the Easement and other rights granted hereunder. Each person signing this Agreement on behalf of Owner is authorized to do so, and all persons having any ownership or possessory interest in the Property (including spouses) are signing this Agreement as Owner. When signed by Owner, this Agreement constitutes a valid and binding agreement enforceable against Owner in accordance with its terms.

6.2 **No Interference.** Owner’s activities and any grant of rights Owner makes to any person or entity, whether located on the Property or elsewhere, shall not (and could not reasonably be expected to), currently or in the future, impede or unreasonably interfere with: (i) the siting, permitting, construction, installation, maintenance, operation, replacement, or removal of Improvements, whether located on the Property or elsewhere,; or (ii) exercise of Company’s rights pursuant to this Agreement. By way of example and not limitation, a non-exhaustive list of examples of activities that might violate the previous sentence are: (a) constructing improvements in the Easement Area or otherwise too close to Improvements; (b) constructing improvements that generate electromagnetic energy that might interfere with the operation of Transmission Facilities; and (c) construction of gates and fences impeding access to the Easement Area. Subject to the foregoing, Owner reserves the right to use the Easement Area and to grant additional easements and other rights and interests in, over, across and under the Easement Area for any use or purpose that does not unreasonably interfere with Grantee’s use of the Easement Area or Grantee’s rights under this Agreement.

6.3 **Requirements of Government Agencies.** Owner shall assist and fully cooperate with Company as it may request from time to time in complying with or obtaining any land use entitlements, permits or other approvals, tax-incentive or tax-abatement program approvals, building permits, environmental impact review or any other permits, licenses, certificates or other approvals required or deemed desirable by Company in connection with the development, construction, installation, replacement, relocation, maintenance, operation, removal or financing of any Improvements including, without limitation, execution of applications for such approvals,

orders or conditions or approval, and delivery of information and documentation related thereto. Company shall reimburse Owner for all reasonable, actual out-of-pocket costs incurred by Owner in connection with such cooperation.

6.4 Title Review and Cooperation. Owner shall cooperate with Company to obtain non-disturbance, subordination and other title curative agreements from any person with a lien, encumbrance, mortgage, lease or other exception to Owner's fee title to the Property to the extent necessary to eliminate any actual or potential interference by any such person with any rights granted to Company under this Agreement.

6.5 Allocation of Risk. Owner shall be responsible for any damage to the property of Company or any injury to persons on the Property to the extent caused by the negligent or intentional acts or omissions of the Owner and its agents, employees, or contractors. If any such claim is not covered by Owner's insurance coverage, Owner shall pay the costs to the extent funds are legally available therefor. Notwithstanding the foregoing, nothing in this Agreement shall extend the tort responsibility or liability of Owner beyond that required by Idaho law or waive any provisions of the Idaho Tort Claims Act, Idaho Code §6-901 *et seq.*

6.6 Hazardous Materials. Owner and Owner's agents and contractors shall not violate any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under any current or future federal, state or local laws, ordinances or regulations, on or under the Property.

6.7 Quiet Enjoyment; Ownership of Improvements. Subject to the terms and conditions of this Agreement, Company shall peacefully hold and enjoy all of the rights granted by this Agreement for its entire Term without hindrance or interruption by Owner or any person lawfully or equitably claiming by, through or under Owner. The Improvements shall be the sole and exclusive personal property of Company, and Owner waives any and all lien rights and other rights it may have in the Improvements. Within ten (10) days of Company request from time to time, Owner agrees to execute such reasonable instruments that evidence that Owner has no such interest in the Improvements (including, but not limited to, quitclaim deeds and subordination agreements). Company shall have the right to remove any of the Improvements from the Property at any time.

7. **COMPANY'S REPRESENTATIONS, WARRANTIES AND COVENANTS.** Company hereby represents, warrants and covenants to Owner that:

7.1 Insurance. No later than commencement of construction of the Improvements on the Property, Company shall, at its expense, maintain a commercial general liability insurance policy insuring Company against loss or liability caused by Company's occupation and use of the Property under this Agreement, in an amount not less than Two Million Dollars (\$2,000,000) of combined single limit liability coverage per occurrence, accident or incident, which has a commercially reasonable deductible. Owner shall be named as an additional insured. Certificates of such insurance evidencing the coverage required by this Agreement shall be provided to Owner upon Owner's request not more frequently than on an annual basis. Owner acknowledges that Company shall have the right to use a program of self-insurance to meet these insurance requirements.

7.2 Indemnity. Company will indemnify Owner against liability for physical damage to property and for physical injuries or death to Owner, Owner's property or the public, to the extent caused by Company's construction, operation or removal of Improvements on the Property, except to the extent such damages, injuries or death are caused or contributed to by the act, negligence, omissions or willful misconduct of Owner or Owner's tenants, invitees or permittees. The reference to property damage in the preceding sentence does not include any damages to crops or any losses of rent, business opportunities, profits and the like that may result from Owner's loss of use of any portions of the Property occupied by, or otherwise attributable to the installation of, Improvements pursuant to this Agreement.

7.3 Construction Liens. Company shall keep the Property free and clear of all liens and claims of liens for labor and services performed on, and materials, supplies or equipment furnished to, the Property in connection with Company's use of the Property pursuant to this Agreement; provided, however, that if Company wishes to contest any such lien, it shall notify the Owner of its intentions and Company shall, within sixty (60) days after it receives notice of the filing of such lien, remove or bond around such lien pursuant to applicable law.

7.4 Hazardous Materials. Company shall not knowingly violate, and shall indemnify Owner against, any violation by Company or Company's agents or contractors of any federal, state or local law, ordinance or regulation relating to the generation, manufacture, production, use, storage, release or threatened release, discharge, disposal, transportation or presence of any substance, material or waste which is now or hereafter classified as hazardous or toxic, or which is regulated under current or future federal, state or local laws or regulations, on or under the Property.

8. ASSIGNMENT. Company shall at all times have the right to sell, assign, encumber, or transfer any or all of its rights and interests under this Agreement (including, without implied limitation, a partial assignment, subgrant, or partial conveyance of the Easement) without Owner's consent. The burdens of the Easement and rights contained in this Agreement shall run with and against the Property and shall be a charge and burden thereon for the Term and shall be binding upon and against Owner and its successors, assigns, permittees, licensees, lessees, employees, and agents. The Easement shall inure to the benefit of Company and its successors, assigns, permittees, licensees, tenants, subtenants, employees, and agents and all persons claiming by or through them. Company agrees to provide Owner with written notice promptly following any transfer of its rights and interests under this Agreement (which notice shall have the full name and notice information for the assignee).

## 9. ENCUMBRANCE OF EASEMENTS.

9.1 Right to Encumber. Company, Assignee (as defined below), and each of their successors and assigns may at any time and from time to time, without the consent or joinder of Owner, mortgage, hypothecate, collaterally assign, encumber, pledge or grant (and permit a secured party to realize upon) security interests in its interest in this Agreement, or all or part of its interest in any Assignment (as defined below), the Easement and/or the Improvements or enter into funding transactions involving the Improvements (e.g., sale-lease transactions) with respect to the foregoing (any interest in this Agreement, any Assignment, the Easements and the Improvements, collectively, the "**Transmission Assets**"), which security interests in all or a part of the Transmission Assets are collectively referred to in this Agreement as "**Mortgages**" and the holders

of the Mortgages, their designees and assigns are collectively referred to in this Agreement as “**Lender**” (Lender, collectively with any Assignee (as defined below), and each of their successors and assigns shall be collectively referred to in this Agreement as “**Interest Holders**”, and each constituent party therein, an “**Interest Holder**”). For avoidance of doubt, “Lender” and “Mortgages” shall include related counterparties to an Assignee and its related security interest. Company and its successors will provide contact information for Interest Holder at the time of mortgage. Under no circumstances shall any Interest Holder or any Assignee (as defined below) have any greater rights derivative of this Agreement or the Easement than the rights granted to Company in this Agreement and in no circumstances will Owner’s obligations hereunder be increased. As used in this Agreement, the term “**Assignee**” means each party that has any right, title, or interest in, or to, the Transmission Assets in accordance with this Agreement and the term “**Assignment**” means the grant or assignment of such rights from Company or an Assignee that was completed in accordance with this Agreement. Each Assignee agrees to provide Owner with written notice promptly following its grant of any Assignment (which notice shall have the full name and notice information for the assignee). The Improvements and the easement estate created hereby shall at all times remain separate and apart from the title to the Easement and Easement Area for all purposes relating to the interests of any mortgagees of Owner and Company. Any Mortgage or other security interest granted by Company pursuant to this Section shall not encumber or be a lien on Owner’s fee interest in the Property.

9.2 Covenants for Interest Holder’s Benefit. Should Company or any Assignee, or each of their successors and assigns mortgage or encumber any of its Transmission Assets as provided in Section 9.1 above, any Interest Holder, upon delivery to Owner of notice of its name and address, and for so long as the lien of its Mortgage or Assignment (as applicable) is in existence, shall be entitled to the following protections, which shall be in addition to those granted elsewhere in this Agreement or an Assignment, as the case may be, then Company and Owner expressly agree between themselves and for the benefit of any Interest Holder as follows:

9.2.1 Modification. They will not modify, surrender, or cancel this Agreement without the prior written consent of the Interest Holder (except where such modification would not have any material adverse effect on the interests of such Interest Holders), which consent shall not be unreasonably withheld or delayed.

9.2.2 Right to Cure. To prevent termination of this Agreement and the Easement or any Assignment, each Interest Holder shall have the right, but not the obligation, at any time prior to termination of this Agreement, the Easements or any Assignment, to do any act or thing required to be performed by Company or its successors and assigns under this Agreement, and any such act or thing performed by an Interest Holder shall be as effective to prevent a Default (as defined below) under this Agreement and/or a forfeiture of Company’s rights under this Agreement as if done by Company itself.

9.2.3 Notice of Defaults. No Default shall be effective unless a like notice is given to all Interest Holders for whom Owner has been provided with a notice address in writing by Company, which notice shall specify in detail the alleged Default and the required remedy. If Owner shall become entitled to terminate this Agreement due to an uncured default by Company, then Owner will not terminate this Agreement, the Easements, or any Assignment unless it has first given notice of such uncured default and its intent to terminate to each Interest Holder and has given

each Interest Holder the same period after receipt of a written notice of default to cure the Default as is given to Company plus at least thirty (30) additional days to cure the default to prevent such termination of this Agreement. Furthermore, if within such thirty (30) day period an Interest Holder notifies Owner that it must foreclose on Company's interest or otherwise take possession of Company's interest under Transmission Assets to cure the default (including possession by a receiver), institute foreclosure proceedings or otherwise perfect its right to effect such cure as provided in Section 9.2.4 below, Owner shall not have any right to terminate this Agreement or any Assignment and shall permit such Interest Holder a sufficient period of time as may be necessary for such Interest Holder to foreclose or acquire Company's or any Assignee's Transmission Assets and to perform or cause to be performed all of the covenants and agreements to be performed and observed by Company or an Assignee, and the Interest Holder shall not be required to cure those Defaults which are not reasonably susceptible of being cured or performed by Interest Holder ("**Non-Curable Defaults**"). The Interest Holder shall have the absolute right to substitute itself (or any of its affiliates) for Company or any Assignee, as applicable, and perform the duties of Company or such Assignee for purposes of curing such Default. Owner shall have the option to expressly consent to such substitution, and shall have the option to agree to accept such performance, and authorize the Interest Holder, its affiliates (or either of their employees, agents, representatives or contractors) to enter upon the Easement Area to complete such performance with all of the rights and privileges of Company or such Assignee hereunder. Owner shall not terminate this Agreement or any Assignment prior to expiration of the cure periods available to an Interest Holder as set forth above. Further, (i) neither the bankruptcy nor the insolvency of Company or any Assignee shall be grounds for terminating this Agreement as long as the amounts payable by Company or any Assignee are paid to Owner in accordance with the terms thereof and (ii) Non-Curable Defaults shall be deemed waived by Owner upon completion of foreclosure proceedings or other acquisition of Company's or any Assignee's easement estate or subeasement hold estate of such Assignment (as applicable). Upon the sale or other transfer of any Transmission Assets and rights granted hereunder by any Interest Holder, such Interest Holder shall have no further duties or obligations hereunder.

9.2.4 Extended Cure Period. If any Default under this Agreement cannot be cured without the Interest Holder obtaining possession of all or part of the Transmission Assets, then Owner shall not terminate this Agreement so long as (i) Interest Holder cures all defaults in the payment of money within the cure period set forth in Sections 9.2.2 and 9.2.3 above and thereafter pays all amounts required to be paid by Company or an Assignee under this Agreement as and when the same becomes due and payable and (ii) within the cure period granted to Interest Holder in Sections 9.2.2 and 9.2.3, Interest Holder shall have acquired possession of such portions of the Transmission Assets as may be necessary to effect the cure, or shall have commenced appropriate judicial or nonjudicial proceedings to obtain the same, and thereafter diligently and in good faith continuously prosecutes such proceedings to completion, and (iii) after gaining possession of such portions of the Transmission Assets as may be necessary to effect the cure of non-monetary defaults, the Interest Holder continues to pay all amounts required to be paid by Company or an Assignee under this Agreement as and when the same becomes due and payable and performs all other non-monetary obligations in accordance with the terms of this Agreement or the Assignment, as applicable. If an Interest Holder is prohibited by any process or injunction issued by any court or by reason of any action by any court having jurisdiction over any bankruptcy or insolvency proceeding involving Company or any Assignee, as the case may be, from commencing or

prosecuting the proceedings described above, the period specified above for commencing the proceedings shall be extended for the period of the prohibition.

9.2.5 Acquisition of Title. Following acquisition of all or a portion of the Transmission Assets by the Interest Holder, or its assignee or designee, as a result of either foreclosure or acceptance of an assignment in lieu of foreclosure, or by a purchaser at a foreclosure sale, this Agreement and any Assignment, as the case may be, shall continue in full force and effect, and the party acquiring title to the Transmission Assets shall, as promptly as reasonably possible commence the cure of all other non-monetary Defaults under this Agreement and thereafter diligently prosecute the cure to completion, whereupon Owner's right to terminate this Agreement based upon the Defaults shall be deemed waived, provided that the party acquiring title to the Transmission Assets shall (i) have no liability for monetary obligations of Company or an Assignee under this Agreement that are due and owing to Owner as of the assumption date unless those monetary obligations of Company or an Assignee were the subject of a timely notice of Default delivered to Company and all Interest Holders (but this provision shall not be interpreted to limit Owner's rights to proceed against Company) and (ii) shall not be required to cure those Non-Curable Defaults that are not reasonably susceptible of being cured or performed by the party acquiring title. Non-Curable Defaults shall be deemed waived by Owner upon completion of foreclosure proceedings or acquisition of Company's interest in this Agreement. Any Interest Holder or other party who acquires Company's or an Assignee's Transmission Assets, pursuant to foreclosure or assignment in lieu of foreclosure shall not be liable to perform the obligations imposed on Company or such Assignee by this Agreement or an Assignment incurred or accruing after such party no longer has ownership of the Agreement, an Assignment possession of the Easement Area.

9.2.6 Interest Holder's Right to Possession, Right to Acquire and Right to Assign. An Interest Holder shall have the absolute right (i) to assign its Mortgage or Assignment, (ii) to enforce its lien and acquire title to all or any portion of the Transmission Assets in which it has an interest by any lawful means, (iii) to take possession of and operate all or any portion of the Transmission Assets in which it has an interest and to perform all obligations to be performed by Company or Assignees under this Agreement, or to cause a receiver to be appointed to do so, and (iv) to acquire all or any portion of the Transmission Assets in which it has an interest by foreclosure or by an assignment in lieu of foreclosure and thereafter, after notifying Owner in writing but without Owner's consent, to assign or transfer all or any portion of the Transmission Assets in which it has an interest to a third party as a result of any of the foregoing. Owner's consent shall not be required for any of the foregoing, and, upon acquisition of the interests of all or any portion of the Transmission Assets in which it has an interest by an Interest Holder or any other third party who acquires the interests from or on behalf of the Lender, Owner shall recognize the Interest Holder or such other party (as the case may be) as the Company's or Assignee's proper successor, and this Agreement, and the Easement shall remain in full force and effect.

9.2.7 Liability. Any Interest Holder that does not directly hold an interest in the Transmission Assets, or whose interest is held solely for security purposes, shall have no obligation or liability under this Agreement prior to the time the Interest Holder directly holds an interest in the Transmission Assets, or succeeds to title to Company's or an Assignee's interest therein. An Interest Holder shall be liable to perform Company's or an Assignee's obligations under this Agreement only for and during the period it directly holds title to the applicable Transmission

Assets. Furthermore, if an Interest Holder elects to (i) perform Company's or an Assignee's obligations under this Agreement, (ii) continue operations on the Easement Area, (iii) acquire any portion of Company's or a Assignee's right, title or interest in all or any of the Transmission Assets or (iv) enter into a new Agreement as provided in Section 9.2.9, then the Interest Holder shall not have any personal liability to Owner, and Owner's sole recourse against Interest Holder shall be to execute against the Interest Holder's interest in the Transmission Assets. Moreover, any Interest Holder or other party who acquires an interest in the Transmission Assets by foreclosure or an assignment in lieu of foreclosure shall not be liable to perform any obligations under this Agreement to the extent the obligations are incurred or accrue after the Interest Holder or other party no longer has ownership of an interest in the Transmission Assets.

9.2.8 Termination. Neither the bankruptcy or the insolvency of Company or any Assignee shall be grounds for terminating this Agreement, or the Easements so long as all monetary charges required to be paid by Company or the Assignee under this Agreement are paid by the Interest Holder in accordance with the terms of this Agreement.

9.2.9 New Agreement. In case of any termination of this Agreement or an Assignment as a result of any uncured default by Company or an Assignee, or because it is rejected or disaffirmed under bankruptcy law or any other law affecting creditors' rights, Owner shall give prompt notice to all Interest Holders. Owner shall, upon the written request of any Interest Holder, made within sixty (60) days after such notice to Interest Holder, enter into a new easement agreement with such Interest Holder, or its designee, within twenty (20) days after the receipt of such request. Such new easement agreement shall be effective as of the date of the termination of this Agreement or an Assignment by reason of default of Company or any Assignee or the rejection, or disaffirmance and continuing for the remaining term before giving effect to the termination, rejection, or disaffirmance, and shall be upon the same terms, covenants, conditions and agreements contained in this Agreement or such Assignment (except for any requirements that have been fulfilled by Company or an Assignee prior to the termination, rejection, or disaffirmance), except that the term of the new easement agreement shall be adjusted so that it expires at the same time that this Agreement or the Assignment would have expired had it not been terminated, rejected, or disaffirmed. Such new easement shall contain an easement agreement on, over, under, upon along and across the Property or such portion thereof as to which the Interest Holder held a lien on the date of the termination, rejection, or disaffirmance and enjoy the same priority as this Agreement or such Assignment has over any lien, encumbrance or other interest created by Owner. Upon the execution of any such new easement agreement, the Interest Holder shall pay Owner any amounts which are or would be due to Owner from Company or the applicable Assignee through the effective date of the new easement agreement had this Agreement or the Assignment not been terminated, rejected, or disaffirmed, to the extent not previously paid. If more than one Interest Holder makes a written request for a new Agreement or Assignment under this Section 9.2.9, then the new Agreement or Assignment shall be delivered to the Interest Holder whose lien is senior in priority on the condition that such Interest Holder be obligated to give the other Interest Holder similar rights under the new Agreement or Assignment as provided for Company (and, where applicable, Assignees) under this Agreement or Assignment. This Section 9.2.9 shall survive the termination before expiration of this Agreement.

9.2.10 Insurance and Condemnation Proceeds. The disposition of any casualty insurance and condemnation proceeds to which Company is entitled shall be governed by the terms of any first lien Mortgage of Company encumbering its interest in the Transmission Assets affected.

9.3 No Merger. There shall be no merger of this Agreement, or the easement estate created by this Agreement with the fee estate in the Property by reason of the fact that this Agreement, an Assignment, and any interest in the easement estate, sub-easement estate or any interest in the foregoing granted hereunder may be held, directly or indirectly, by or for the account of any party who shall own the fee estate or any interest therein, and no such merger shall occur unless and until the persons holding such interests in the Property, and all persons (including each Interest Holder) having an interest in the Improvements and the easement estate, sub-easement estate or any interest in any of the foregoing shall join in a written instrument effecting such merger and shall duly record the instrument.

9.4 Owner Mortgages. In the event Owner now or hereafter enters into any mortgage or deed of trust encumbering the Property, Owner shall cooperate with Company or any Assignee in obtaining a non-disturbance or recognition agreement from Owner's lender(s) in customary form which shall provide that such lender(s) shall not terminate this Agreement or Company's or an Assignee's use, possession or enjoyment of the Property nor shall such lender(s) disturb Company's or any Assignee's possession or rights under this Agreement or an Assignment or terminate Company's or any Assignee's interest except as may be permitted expressly by this Agreement.

## **10. DEFAULT AND TERMINATION.**

10.1 Default by Company. Except as qualified by Section 9.2, Owner shall have the right to terminate this Agreement if (a) a material default in the performance of Company's obligations under this Agreement has occurred and remains uncured, (b) Owner simultaneously notifies Company and all Lenders in writing of the default, which notice sets forth in reasonable detail the facts pertaining to the default and specifies the method of cure, and (c) the default has not been remedied within ninety (90) days after Company, or within one hundred and twenty (120) days in the case of all Lenders, receive the written notice, or, if cure will take longer than 90 days for Company, or 120 days for any Lender, Company or a Lender on Company's behalf, has not begun diligently to undertake the cure within the relevant time period and thereafter prosecutes the cure to completion.

10.2 Company's Right to Terminate. Company shall have the right to terminate this Agreement, and assignees and subtenants of Company shall have the right to terminate their respective interests in or under, as to all or any part of the Property at any time, effective upon thirty (30) days' written notice to Owner. If such termination is as to only part of the Property, this Agreement shall remain in effect as to the remainder of the Property.

10.3 Effect of Termination. Upon termination of this Agreement, whether as to the entire Property or only as to part, Company shall: (a) upon written request by Owner, execute and record a quitclaim deed to Owner of all of Company's right, title and interest in and to the Property, or to that part thereof as to which the Agreement has been terminated, and (b) as soon as practicable thereafter, remove all above-grade Transmission Facilities installed by Company on the Property

from the Property or portion as to which the Agreement was terminated and restore the soil surface on areas of the Property damaged by Company to a condition reasonably similar to its original condition.

**11. CONDEMNATION.** Should title or possession of any portion of the area of the Property affected by the Easements be taken by right of eminent domain (a “**Taking**”), rendering any remaining portion of either unsuitable for Company’s use, then the location of the Easements shall be relocated to the extent practicable in light of Owner’s then current interests in the Property, provided that the effect on then-existing uses of the Property by Owner shall be minimized or mitigated to the extent practical.

**12. MISCELLANEOUS.**

12.1 Notices. All written notices and demands of any kind which either party may be required or may desire to serve upon the other party in connection with this Agreement may be served by (a) personal service, (b) registered or certified mail (postage pre-paid), (c) email or (d) next day overnight delivery service. Any such notice or demand shall be addressed to the parties as listed in this Section 12. Service of any such notice or demand shall be deemed complete (i) upon receipt in the event of personal service, (ii) on the third business day after deposit in the U.S. mail if sent via registered or certified mail, (iii) upon transmission in the event sent via email and (iv) on the next business day if sent via an overnight delivery service, if sent to each party at the address set forth below with the required proper postage:

If to Owner:

City of Kuna

If to Company:

Kuna BESS LLC  
 c/o Aypa Power Development LLC  
 Attn: Nate Crain  
 ncrain@aypa.com  
 11801 Domain Blvd, Suite 450  
 Austin, TX 78758

With a copy to:

legal@aypa.com

Any party may change its address for purposes of this paragraph by giving written notice of such change to the other parties in the manner provided in this paragraph.

12.2 Entire Agreement; Amendments. This Agreement constitutes the entire agreement between Owner and Company respecting its subject matter. Any agreement, understanding or representation respecting the Property, this Agreement, or any other matter referenced herein not expressly set forth in this Agreement or a subsequent writing signed by both parties is null and void. This Agreement shall not be modified or amended except in a writing signed by both parties. No purported modifications or amendments, including, without limitation, any oral agreement (even if supported by new consideration), course of conduct or absence of a response to a unilateral communication, shall be binding on either party.

12.3 Successors and Assigns. This Agreement and the easements granted to Company hereunder shall burden the Property and shall run with the Property. This Agreement and the easements granted to Company hereunder shall inure to the benefit of and be binding upon Owner and Company and any assignee, and their respective heirs, transferees, successors and assigns, and all persons claiming under them.

12.4 Legal Matters. This Agreement shall be governed by and interpreted in accordance with the laws of the State Idaho. **NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY SHALL BE ENTITLED TO, AND EACH OF OWNER AND COMPANY HEREBY WAIVES ANY AND ALL RIGHTS TO RECOVER, CONSEQUENTIAL, INCIDENTAL, AND PUNITIVE OR EXEMPLARY DAMAGES, HOWEVER ARISING, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, UNDER OR WITH RESPECT TO ANY ACTION TAKEN IN CONNECTION WITH THIS AGREEMENT.**

12.5 Partial Invalidity. Should any provision of this Agreement be held, in a final and unappealable decision by a court of competent jurisdiction, to be either invalid, void or unenforceable, the remaining provisions hereof shall remain in full force and effect, unimpaired by the holding. Notwithstanding any other provision of this Agreement, the parties agree that in no event shall the term of this Agreement be longer than, respectively, the longest period permitted by applicable law.

12.6 No Partnership. Nothing contained in this Agreement shall be construed to create an association, joint venture, trust or partnership covenant, obligation or liability on or with regard to any one or more of the parties to this Agreement.

12.7 Ownership of Transmission Facilities. Owner shall have no ownership or other interest in any Improvements installed on the Property, and Company may remove any or all of the Transmission Facilities at any time.

12.8 Successors and Assigns. This Agreement shall bind and inure to the benefit of the parties and their respective successors, and assigns.

12.9 Governing Law. This Agreement is governed by Idaho law.

12.10 Further Assurances. Upon the request of Company, its tenants, successors and assigns and any Lender, Owner shall do any other acts and execute, acknowledge, and deliver any requested commercially reasonable documents in order to carry out the intent and purpose of this Agreement, including, without implied limitation, further conveyances, assignments, confirmations, instruments of further assurance, approvals, consents, and any further instruments or documents that are necessary, expedient, or proper to carry out the intent and purpose of this Agreement.

12.11 Counterparts. This Agreement may be executed with counterpart signature pages and in duplicate originals, each of which shall be deemed an original, and all of which together shall constitute a single instrument.

*[Signatures on Following Page]*

IN WITNESS WHEREOF, the parties have executed this Agreement as of the Effective Date.

**OWNER:**

City of Kuna,  
[a \_\_\_\_\_]

By: Joe Stearn

Name: Joe Stearn

Title: Mayor

Date: 10-18-2023

**COMPANY:**

Kuna BESS LLC,  
a Delaware Limited Liability Company

By: \_\_\_\_\_

Name: Sam Littlefield

Title: Executive Vice President, Development

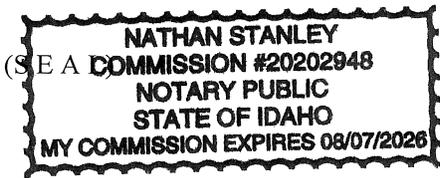
Date: \_\_\_\_\_

ACKNOWLEDGMENT

FOR ENTITY:

STATE OF IDAHO )  
 ) SS.  
COUNTY OF ADA )

This record was acknowledged before me this 18<sup>TH</sup> day of OCTOBER, 2023 by JOE STEAR  
the Mayor of KUNA



NATHAN STANLEY  
Notary Public State of IDAHO  
My Commission Expires: 08/07/2026

FOR ENTITY:

STATE OF \_\_\_\_\_ )  
 ) SS.  
COUNTY OF \_\_\_\_\_ )

This record was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_, by \_\_\_\_\_.

(S E A L)

\_\_\_\_\_  
Notary Public State of \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

**EXHIBIT A**  
**Description of the Property**

Real property situated in the County of Ada, State of Idaho, hereby described as follows:

A parcel of land located in the Northeast Quarter of the Northeast Quarter of Section 26, Township 2 North, Range 1 West, Boise Meridian, Kuna, Ada County, Idaho, more particularly described as follows:

Commencing at the North Sixteenth corner of said Section 26, said Sixteenth corner bearing South 0°03'29" East a distance of 1,325.26 feet from the Northeast Section corner of said Section 26; thence North 0°03'29" West a distance of 142.44 feet along the East Section line of Section 26, Township 2 North, Range 1 West, Boise Meridian, to a point; thence South 89°56'31" West 25.00 feet to a 5/8" rebar on the West right-of-way of Swan Falls Road; thence North 86°32'58" West 368.09 feet to a 5/8" rebar; thence North 65°40'16" West 438.35 feet to the Point of Beginning; thence North 65°40'16" West 576.26 feet to a 5/8" rebar on the West line of the Northeast Quarter of the Northeast Quarter of Section 26; thence North 0°01'08" East 72.92 feet to the Southwest corner of the ACHD/KUNA Maintenance Parcel No. 1 per amended Record of Survey No. 604, filed under Instrument No. 8422455 and recorded in Book F of Records of Survey at Page No. 616, said corner bearing South 89°41'28" West 2.11 feet from a 5/8" rebar witness corner; thence along the South line of said ACHD/KUNA Maintenance Parcel No. 1, North 89°41'28" East 238.65 feet (Record as North 89°41'12" East 238.71 feet) to a found 1/2" rebar, the Southeast corner of said ACHD/KUNA Maintenance Parcel No. 1; thence along the East line of said Parcel 1 North 0°03'39" East a distance of 355.53 feet (Record of 355.75 feet) to a found 1/2" rebar, the Northeast corner of said ACHD/KUNA Maintenance Parcel No. 1 and on the Southwest right-of-way line for Short Line Street; thence along the Southwest right-of-way line of Short Line Street South 65°37'44" East (Record of South 65°35'36" East) a distance of 197.52 feet to a 1/2" rebar; thence South 0°03'39" West 387.40 feet to a 1/2" rebar; thence South 65°40'16" East 117.09 feet to a 1/2" rebar; thence South 0°03'39" West 150.00 feet to a 1/2" rebar, the Real Point of Beginning.

**EXHIBIT B****Description and Depiction of Easement Area**

Real property situated in the County of Ada, State of Idaho, hereby described as follows:

**DESCRIPTION OF LAND FOR ELECTRIC POWER TRANSMISSION LINE EASEMENT PURPOSES**

A 48.15-foot wide parcel of land, located in a portion of the NE1/4 of the NE1/4 of Section 26, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, entirely within that certain parcel of land described in Warranty Deed Instrument No. 2022-027462, official records of Ada County, Idaho, more particularly described as follows:

**COMMENCING** at the North One-Sixteenth corner of said Section 26 from which the Section corner common to Sections 23, 24, 25, and 26 of said Township and Range, bears N.00°01'32"E., 1325.38 feet; thence, along the east line of the NE1/4 of the NE1/4 of said Section 26,

- A) N.00°01'32"E., 495.96 feet; thence,
- B) N.89°58'28"W., 791.33 feet to the **POINT OF BEGINNING**, being the northeasterly corner of that certain parcel of land described in Warranty Deed, Instrument No. 2022-027462; thence, leaving said parcel boundary,
  - 1) S.40°01'48"W., 142.03 feet to the north line of that certain parcel of land described in Warranty Deed Instrument No. 2020-165956; thence, along the north line of said parcel, common with the south line of that certain parcel described in said Warranty Deed Instrument No. 2022-027462,
  - 2) N.65°35'29"W., 50.00 feet; thence,
  - 3) N.40°01'48"E., 142.03 feet to the north line of that certain parcel described in Warranty Deed Instrument No. 2022-027462; thence, along the north line of said parcel, common with the south line of that certain parcel described in Warranty Deed Instrument No. 99099542,
  - 4) S.65°35'15"E., 50.00 feet to the **POINT OF BEGINNING**.

**CONTAINING:** 0.157 total acres.

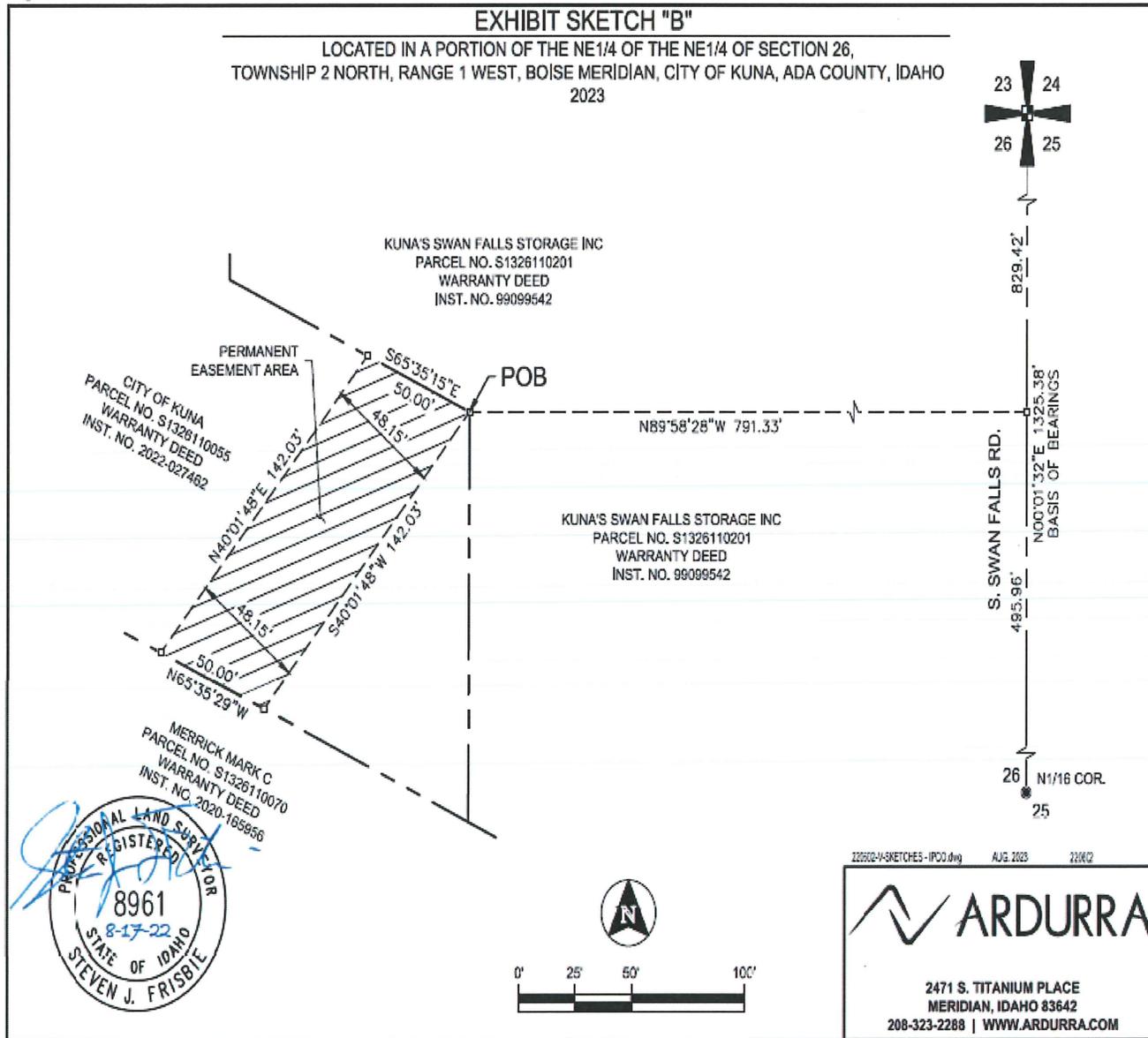
**SUBJECT TO:** all Record Documents.

**EXHIBIT B:** attached and made a part hereof.

**NOTE:** This description is based on record documents. As of August 17, 2023, no field survey had been performed.



**EXHIBIT B**  
Description and Depiction of Easement Area



**EXHIBIT C****Payment Terms**

**[To be removed prior to recording]**

As full consideration for the Agreement and agreements of Owner therein, Company shall make annual payments to Owner in the amount of Five Thousand and No/100 Dollars (\$5,000.00) (“**Annual Payment**”) during the time from the Effective Date until Owner commences construction of permanent improvements on the Property pursuant to rights granted to it by the Agreement (“**Commencement of Construction**”). The initial Annual Payment shall be due within fifteen (15) business days of the full execution and notarization of the Agreement, and all following Annual Payments shall be due on each anniversary of the Effective Date until the Commencement of Construction.

In addition, if and when Company begins the Commencement of Construction, then by the date that is fifteen (15) business days after such Commencement of Construction, Company shall make a one-time payment to Owner in the amount of One Hundred Thousand and No/100 Dollars (\$100,000.00) (“**Construction Payment**”).

Prior to the disbursement of any payments pursuant to this Payment Letter, Owner shall provide a completed Request for Taxpayer Identification Number and Certification (Form W-9) to Company. Any Annual Payments due for a partial year shall be prorated on a *per diem* basis, and any overpayments of the Annual Payment shall be credited toward the Construction Payment.

# Valor West

## Preliminary Plat Modification & Special Use Permit

Valor: A Master-Planned Community  
Kuna, ID

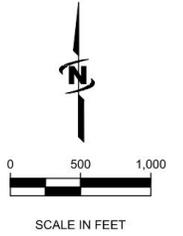
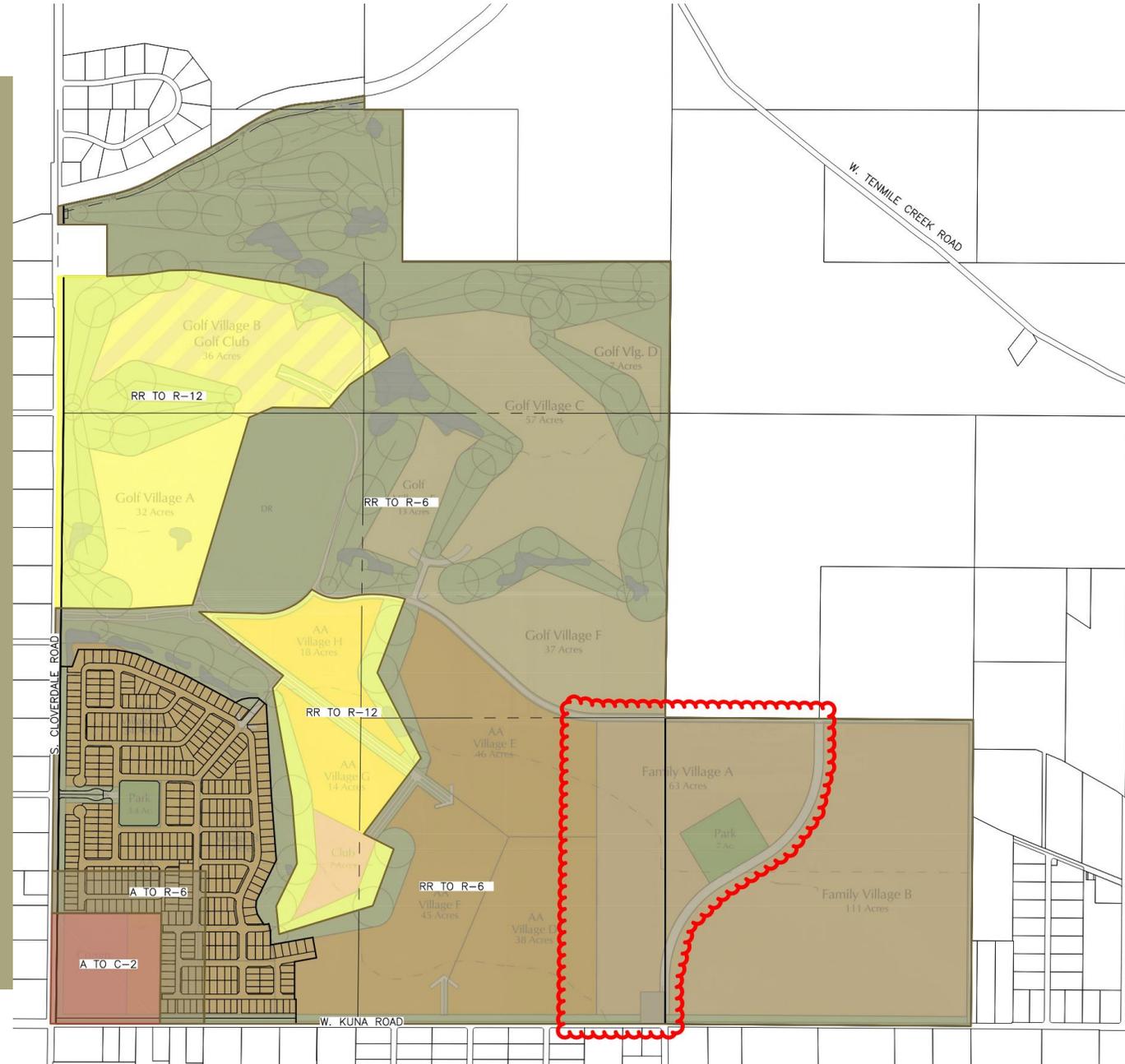
Kuna City P&Z

June 11, 2024



# Falcon Crest Entitlement Summary

- Master Plan is annexed
- Zoned – combination of R-6, R-12, and C-2
- Development Agreement / PUD
- 4 Approved Preliminary Plats
- Schools are allowed with a special use permit



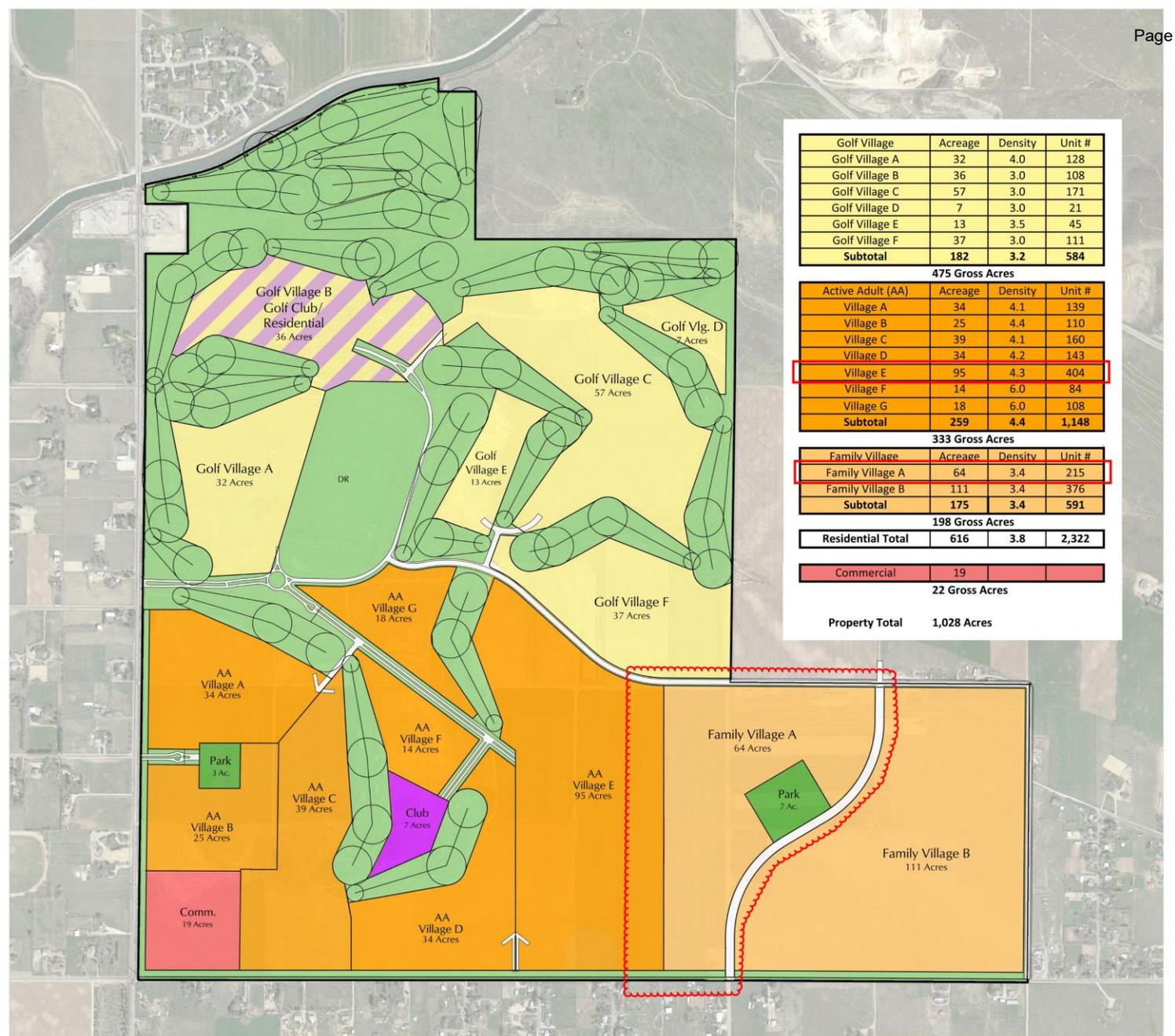
TOTAL ZONING BOUNDARY AREA	1033.47 Ac.
ZONE RR TO R-6	804.91 Ac.
ZONE A TO R-6	19.58 Ac.
ZONE RR TO R-12	188.09 Ac.
ZONE A TO C-2	20.89 Ac.
AREA TO BE ANNEXED	991.66 Ac.

# Falcon Crest Entitlement Summary

Approved Master Plan & Density, allowed to reduce & re-allocate residential units

Family Village A (plus a portion of Active Adult)

Includes City Park addressed in the Development Agreement



# Original Valor West Landscape & Site Plan



- Kuna City Park**
- Ball Fields
  - Pickleball Courts
  - Playground
  - Open Turf Areas
  - Parking

- Neighborhood Pool Amenity**
- Swimming Pool
  - Seating Areas
  - Restrooms

West Kuna Rd.

# Modified Preliminary Plat Area

- Additional of school site
- Relocation of city park (keeping same programming)
- Reduction in residential units from 386 to 360, net reduction of 26 units





**VALOR**  
Master Plan

Valor Site  
Including the K-12  
School Site



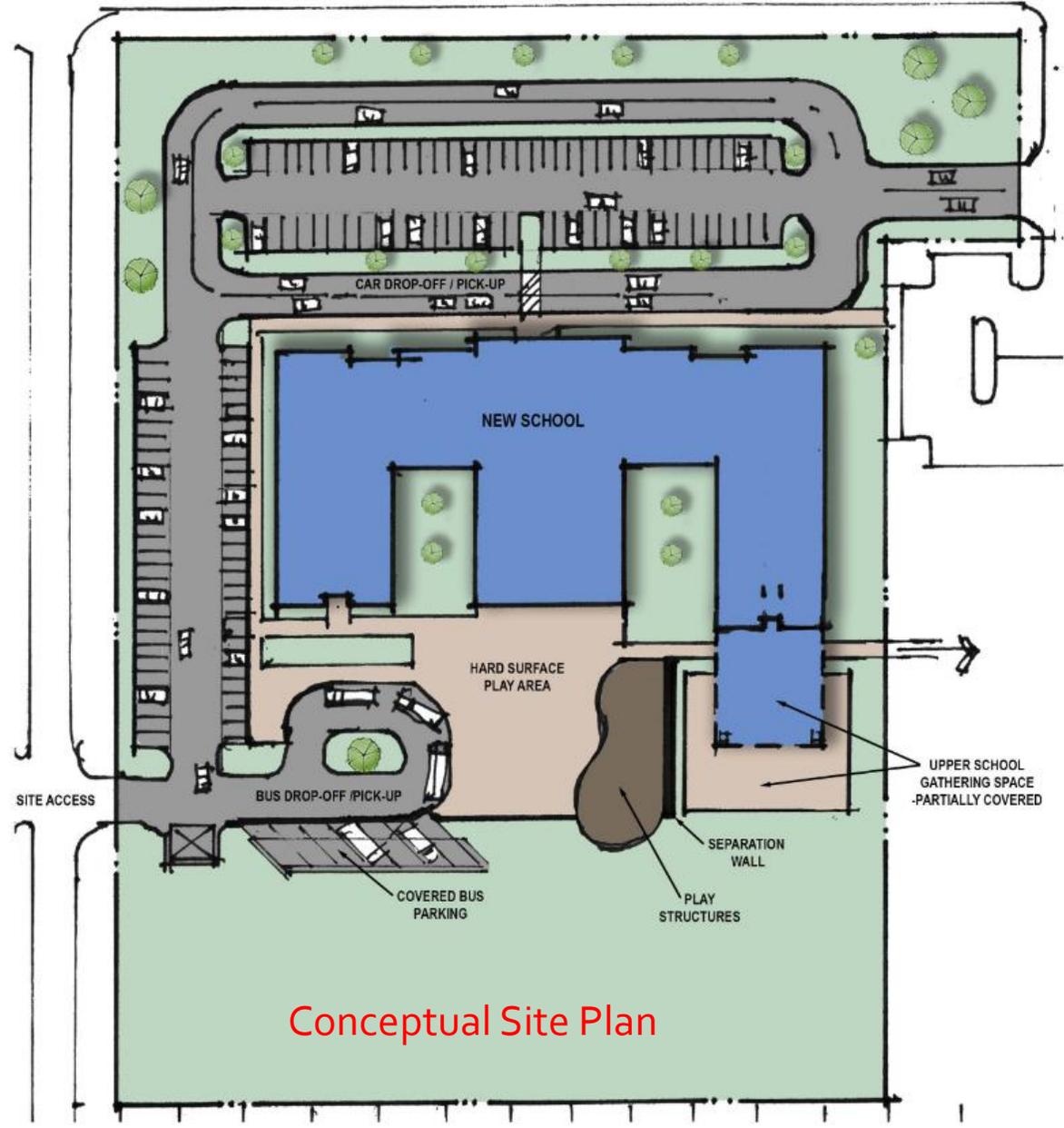


**VALOR**  
CLASSICAL ACADEMY  
VIRTUS • SCIENTIA • FELICITAS

# Valor Academy: Public K-12 Charter School

Timing:

- Site grading fall 2024
- Site prep spring 2025
- Construction fall 2025
- School Open fall 2026



Conceptual Site Plan

# American Classical Schools of Idaho and Valor Academy



Tuition-free, public education for all students

Proven success nationally and locally

With national and Idaho partnerships

In Partnership with



## Our Vision

To form future citizens who uphold the ideals of our country's founding and promote the continuation of our American experiment — through a classical, great-books curriculum designed to engage the student in the highest matters and the deepest questions of truth, justice, virtue, and beauty.

## Our Mission

To train the minds and improve the hearts of students — through a classical, content-rich curriculum that emphasizes virtuous living, traditional learning, and civic responsibility.

# Treasure Valley Classical Academy



**TREASURE VALLEY CLASSICAL ACADEMY**

**August 2019**  
Opened with Grades K-6

**AY 23-24**  
**596** K-10 Students  
**233** Students Waitlisted



**TREASURE VALLEY CLASSICAL ACADEMY**



## Fast Facts

<b>97%</b> Student retention rate	<b>95%</b> Faculty retention rate	<b>85%</b> Upper School faculty have a Masters or PhD
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**TREASURE VALLEY CLASSICAL ACADEMY**




## Fast Facts

TVCA's 3rd Grade (first through cohort) outperformed the state ISAT average by 25% in math and by 13% in ELA in AY22-23	TVCA students outperformed the state by an average of 9% at every grade level on the ISAT in mathematics in AY22-23	TVCA students demonstrated <u>high</u> proficiency on the NWEA MAP Reading and Math national percentile rankings in AY21-22
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**TREASURE VALLEY CLASSICAL ACADEMY**

## Fast Facts



TVCA's leading class (9th grade) outperformed the national average on the challenging Classic Learning Test (CLT-10) college prep exam for AY22-23.

TVCA 8th grade students outperformed the state average by 8% in mathematics and by 20% in ELA on the ISAT in AY21-22.

# Thank You





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

## MEMO

**Date:** August 20 2024  
**From:** Morgan Treasure, Economic Development Director  
**To:** Kuna City Council  
**RE:** Ordinance Number 2024-26 – Napa Vineyards Zoning Correction

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City Council Members,

City Staff has been working with the owners of the Napa Vineyards project, which was approved for annexation with a development agreement at the City Council meeting on January 6, 2009. The existing development agreement requires modification based on recent City Code updates and other reviewing jurisdiction requirements.

The approved annexation application and development agreement detailed multiple zones with legal descriptions for each. During the research and preparation for the anticipated development agreement modification, it was discovered that the original annexation ordinance contained a recording error, identifying the entire annexed area PUD (Planned Unit Development), instead of the specific zones identified by legal description as outlined in the approved application and development agreement.

In order to prevent further confusion on this application moving forward, staff has prepared Ordinance Number 2024-26, before you this evening, containing the specific zones and legal descriptions as approved in the 2009 application. Any further actions on the application will be brought before the Planning and Zoning Commission and City Council as required by City Code.

Thank you,

A handwritten signature in cursive script that reads 'Morgan Treasure'.

Morgan Treasure  
Economic Development Director

---

*(Space above reserved for recording)*

**ORDINANCE NO. 2024-26  
CITY OF KUNA, IDAHO**

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

- **MAKING CERTAIN FINDINGS; AND**
- **AMENDING PORTIONS OF ORDINANCE NOS. 2009-09 & 2009-09A TO CORRECT A CLEAR ZONING DESIGNATION ERROR CONTAINED THEREIN;**
- **DIRECTING THE CITY ENGINEER AND CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

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

**Section 1: Findings.**

- 1.1** The City of Kuna, Idaho is a municipal corporation organized and existing under the laws of the state of Idaho (the “City”) and is authorized to annex into and incorporate within the boundaries of the City Contiguous real property in the manner provided by section 50-222, Idaho Code.
- 1.2** Pursuant to I.C. § 67-6511, the City possesses authority to adopt a zoning ordinance and pursuant to such ordinance create zoning classifications and zone real property within its boundaries accordingly.
- 1.3** Open Door Rentals, LLC, (The “Open Door”) is the owner of Parcel S1312417410, which is legally described in Exhibits A-1, A-2 and A-3 attached hereto and by this reference herein incorporated.
- 1.4** NE Kuna Farm, LLC, (The “NE Kuna Farm”) is the owner of Parcel Nos. R7135690180 and S1312212400, which are legally described in Exhibits A-4 and A-5 attached hereto and by this reference herein incorporated.
- 1.5** Parcel Nos. S1312417410, R7135690180, and S1312212400 will be collectively referred to herein as the “Real Property.”
- 1.6** Open Door and NE Kuna Farm will be collectively referred to herein as the “Owners.”
- 1.7** In 2008 the Owners filed applications with the City whereby they requested (amongst other things) that the City annex the Real Property and assign various portions of the Real Property the distinct zoning classifications.

- 1.8** The Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on December 9, 2008, as required by I.C. § 67-6525, Idaho Code, made findings (approved by the Commission on December 23, 2008) where it was recommended to the Mayor and Council that the Owners’ application be approved and that the Real Property be annexed and zoned as requested by the Owners.
- 1.9** The Council, pursuant to public notice as required by law, held a public hearing on January 6, 2009 on the Owners’ applications as required by I.C. § 67-6525, Idaho Code, and made findings (approved on January 20, 2009) wherein the City Council determined that the Owners’ written request and application regarding the Real Property be approved.
- 1.10** On February 3<sup>rd</sup>, 2009, the City adopted Ordinance No. 2009-09, which annexed Ada County Assessor Parcel Nos. the Real Property into the City and assigned the Real Property a PUD, Planned Unit Development, zoning classification.
- 1.11** Ordinance No. 2009-09 was subsequently recorded with the Ada County Recorder’s office as Instrument No. 109012708.
- 1.12** On March 17<sup>th</sup> 2009, the City adopted Ordinance No. 2009-09A, which amended Ordinance No. 2009-09 by attaching a site map to the ordinance as “Exhibit B,” and also repeated that the Real Property was zoned as PUD, Planned Unit Development, zoning classification.
- 1.13** Ordinance No. 2009-09A was subsequently recorded with the Ada County Recorder’s office as Instrument No., 109040272.
- 1.14** “PUD, Planned Unit Development,” is not a zoning classification within the City, nor was it a classification at the time Ordinance Nos. 2009-09 and 2009-09A were approved; therefore, a clear error was made when such non-existent zoning classification was assigned to the Real Property. Further, PUD, Planned Unit Development, was not the zoning classification requested by the Owners or approved by the City Council.
- 1.15** The Council finds it necessary and appropriate to amend Ordinance Nos. 2009-09 and 2009-09A to correct the zoning classification error contained therein, and to properly zone the Real Property as both requested by the Owners and previously approved by the City Council as follows:
- The portion of the Real Property legally described in Exhibit A-1 be zoned as R-20;
  - The portion of the Real Property legally described in Exhibit A-2 be zoned as C-3;
  - The portion of the Real Property legally described in Exhibit A-3 be zoned as R-6;
  - The portion of the Real Property legally described in Exhibit A-4 be zoned as R-6;
  - The portion of the Real Property legally described in Exhibit A-5 be zoned as C-1.

**Section 2:** Amending Ordinance Nos. 2009-09 and 2009-09A.

- 2.1** Multiple portions of Ordinance Nos. 2009-09 and 2009-09A are identical in language, and include the same erroneous language that classifies the entire Real Property as a “PUD, Planned Unit Development” zoning classification, which is not a zoning classification of the City. The purpose of this section is to correct this error wherever it may be repeated in Ordinance Nos. 2009-09 and 2009-09A, and to properly designate the various portions of the Real Property as requested by the Owners and approved by the City Council in 2009.
- 2.2** To accomplish the intent stated in Section 2.2 above, ordinances Nos. 2009-09 and 2009-09A are hereby amended, and the Real Property is assigned City zoning classifications as follows:
- The portion of the Real Property legally described in Exhibit A-1 shall be and is zoned as R-20 zoning classification;
  - The portion of the Real Property legally described in Exhibit A-2 shall be and is zoned as C-3 zoning classification;
  - The portion of the Real Property legally described in Exhibit A-3 shall be and is zoned as R-6 zoning classification;
  - The portion of the Real Property legally described in Exhibit A-4 shall be and is zoned as R-6 zoning classification;
  - The portion of the Real Property legally described in Exhibit A-5 shall be and is zoned as C-1 zoning classification.
- 2.3** Ordinance Nos. 2009-09 and 2009-09A are otherwise unamended and unaffected by this ordinance. Therefore, the annexation effectuated by those ordinances is still valid and effective, and is therefore not restated or repeated herein.

**Section 3: Directing the City Clerk and City Engineer**

- 3.1** The City Clerk is directed to file, this Ordinance in the official records of the City and to provide a conformed copy to the, Planning and Zoning Director and City Engineer. The City Clerk is further directed to record this Ordinance in the real property records of Ada County by recording the same with the Ada County Recorder.
- 3.2** The City Engineer is directed to update the City Zoning map to reflect the correct zoning classifications for the Real Property as set forth herein.

**Section 4: Effective**

- 4.1** This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. 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. Provided the zoning classifications specified herein should be considered effective, and treated as effective, as of the effective date of Ordinance No. 2009-09 because such classifications should have been contained therein.

DATED this 6th day of August 2024.

CITY OF KUNA

---

Joe Stear, Mayor

ATTEST:

---

Nathan Stanley, City Clerk

**EXHIBIT A-1  
LEGAL DESCRIPTION; R-20**

**OPEN DOOR RENTALS LLC  
MUNICIPAL ANNEXATION AND ZONING**

A parcel located in the SE ¼ of the SE ¼ of Section 7, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

**BEGINNING** at an Aluminum Cap monument marking the southeast corner of said Section 7, from which a 5/8 inch diameter iron pin marking the southeast corner of the SW ¼ of Section 8 of said Township 2 North, Range 1 East bears S 89°47'24" E a distance of 2639.68 feet;

Thence N 89°25'45" W along the southerly boundary of the SE ¼ of said Section 7 a distance of 1325.73 feet to the southwest corner of the SE ¼ of the SE ¼ of said Section 7;

Thence along the westerly boundary of said SE ¼ of the SE ¼ N 0°28'57" E a distance of 966.80 feet to a point;

Thence leaving said boundary S 89°19'13" E a distance of 1326.03 feet to a point on the easterly boundary of said SE ¼ of the SE ¼;

Thence along said easterly boundary S 0°30'01" W a distance of 964.27 feet to the **POINT OF BEGINNING**.

**EXCLUDING THEREFROM** the following described parcel:

A parcel located in the SE ¼ of the SE ¼ of Section 7, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at an Aluminum Cap monument marking the southeast corner of said Section 7, from which a 5/8 inch diameter iron pin marking the southeast corner of the SW ¼ of Section 8 of said Township 2 North, Range 1 East bears S 89°47'24" E a distance of 2639.68 feet;

Thence N 42°57'57" W a distance of 731.41 feet to the **POINT OF BEGINNING**;

Thence N 89°19'13" W a distance of 397.91 feet to a point of curvature;

Thence a distance of 78.37 feet along the arc of a 50.00 foot radius curve right, said curve having a central angle of 89°48'10" and a long chord bearing N 44°25'08" W a distance of 70.59 feet to a point of tangency;

Thence N 0°28'57" E a distance of 240.17 feet to a point;

Thence S 89°19'13" E a distance of 497.98 feet to a point;

Thence S 0°30'01" W a distance of 239.84 feet to a point of curvature;

Thence a distance of 78.70 feet along the arc of a 50.00 foot radius curve right, said curve having a central angle of 90°10'46" and a long chord bearing S 45°35'24" W a distance of 70.82 feet to the **POINT OF BEGINNING**.

**EXHIBIT A-2**  
**LEGAL DESCRIPTION; C-3**  
 OPEN DOOR RENTALS LLC  
 MUNICIPAL ANNEXATION AND ZONING

A parcel of land lying in the SE 1/4 of Section 12, T.2N., R.1W., B.M., Ada County, Idaho, more particularly described as follows: Commencing at an aluminum cap monument marking the East 1/4 corner of said Section 12, from which the Southeast corner of said Section bears South 00°22'43" West, 2658.79 feet; Thence along the East line of said Section South 00°22'43" West, 1915.87 feet to the **REAL POINT OF BEGINNING**.

Thence continuing South 00°22'43" West, 519.54 feet;

Thence departing said line North 89°37'15" West, 238.36 feet;

Thence South 01°05'05" West, 188.69 feet to a point on the North right-of-way of Hubbard Road;

Thence along said right-of-way South 87°50'26" west, 119.10 feet;

Thence South 01°05'05" West, 25.00 feet to a point on the South line of said Section 12;

Thence along said line North 88°54'55" West, 17.28 feet;

Thence North 01°05'05" East, 208.71 feet;

Thence North 88°54'55" West, 208.71 feet;

Thence South 01°05'05" West, 208.71 feet to a point on the South line of said Section 12;

Thence North 88°54'55" West, 651.84 feet;

Thence North 00°34'32" East, 727.67 feet;

Thence South 89°37'17" East, 1235.23 feet to the Point of Beginning. Containing 18.57 acres, more or less.

**EXHIBIT A-3**  
**LEGAL DESCRIPTION; R-6**  
 OPEN DOOR RENTALS LLC

**Combined with**

**EXHIBIT A-4**  
**LEGAL DESCRIPTION; R-6**  
 NE KUNA FARM LLC  
 MUNICIPAL ANNEXATION AND ZONING

A portion of the NW 1/4, NE 1/4, and SE 1/4 of Section 12, and a portion of Lot 13, Block 2 of Poppy Field Subdivision, as same is recorded in Book 70 of Plats at Page 7195, Ada County records, all in T.2N., R.1W., B.M., Ada County, Idaho, more particularly described as follows: **BEGINNING** at an aluminum cap monument marking the South 1/4 corner of said Section 12 from which the Southeast corner of said section bears South 88°54'55" East, 2644.74 feet;

Thence North 00°29'28" East, 2635.28 feet to the center of said Section 12;

Thence continuing along the North-South mid-section line North 00°26'46" East, 1119.79 feet to a point which bears South 00°26'46" West, 230.07 feet from the C-N 1/16 corner of said Section 12;

Thence North 89°01'39" West, 157.43 feet to a point in the center of the Painter Lateral;

Thence along the center of said lateral North 75°49'02" West, 345.63 feet;

Thence 109.27 feet along the arc of a curve to the right, having a radius of 122.00 feet, a central angle of 51°19'00", and a long chord bearing North 50°09'32" West, 105.65 feet;

Thence North 24°30'02" West, 274.53 feet;

Thence North 25°10'02" West, 494.78 feet;

Thence North 25°20'02" West, 299.24 feet;

Thence North 24°20'02" West, 187.48 feet;

Thence 69.71 feet along the arc of a curve to the left, having a radius of 150.00 feet, a central angle of 26°37'35", and a long chord bearing North 37°38'50" West, 69.08 feet;

Thence North  $50^{\circ}57'37''$  West, 385.49 feet to a point on the North boundary of said Section 12;

Thence along said North boundary South  $89^{\circ}32'42''$  East, 1457.14 feet to the North 1/4 corner of said Section 12;

Thence South  $00^{\circ}26'46''$  West, 411.36 feet;

Thence South  $89^{\circ}33'14''$  East, 702.69 feet to a point on the Easterly boundary of Lot 13, Block 2 of Poppy Field Subdivision;

Thence along said Easterly boundary 78.39 feet along the arc of a non-tangent curve to the right, having a radius of 544.10 feet, a central angle of  $08^{\circ}15'16''$ , and a long chord bearing South  $12^{\circ}26'57''$  East, 78.32 feet;

Thence South  $08^{\circ}19'17''$  East, 715.90 feet;

Thence South  $05^{\circ}11'27''$  East, 100.01 feet;

Thence 351.91 feet along the arc of a curve to the left, having a radius of 868.00 feet, a central angle of  $23^{\circ}13'45''$ , and a long chord bearing South  $16^{\circ}48'19''$  East, 349.50 feet;

Thence South  $28^{\circ}25'12''$  East, 236.82 feet;

Thence South  $24^{\circ}20'40''$  East, 112.32 feet;

Thence 167.43 feet along the arc of a curve to the left, having a radius of 113.00 feet, a central angle of  $84^{\circ}53'37''$ , and a long chord bearing South  $66^{\circ}47'29''$  East, 152.53 feet;

Thence North  $70^{\circ}45'43''$  East, 78.54 feet;

Thence South  $00^{\circ}27'12''$  West, 732.22 feet to the Southeast corner of said Lot 13;

Thence along the mid-section line South  $89^{\circ}25'28''$  East, 92.03 feet;

Thence departing said line South  $00^{\circ}34'32''$  West, 747.80 feet;

Thence 255.22 feet along the arc of a curve to the left, having a radius of 300.00 feet, a central angle of  $48^{\circ}44'34''$ , and a long chord bearing South  $23^{\circ}47'45''$  East, 247.59 feet to a point of reverse curve;

Thence 797.98 feet along the arc of a curve to the right, having a radius of 469.00 feet, a central angle of  $97^{\circ}29'09''$ , and a long chord bearing South  $00^{\circ}34'32''$  West, 705.15 feet to a point of reverse curve;

Thence 255.22 feet along the arc of a curve to the left, having a radius of 300.00 feet, a central angle of  $48^{\circ}44'34''$ , and a long chord bearing South  $24^{\circ}56'49''$  West, 247.59 feet;

Thence South  $00^{\circ}34'32''$  West, 743.77 feet to a point lying on the South line of said Section 12;

Thence along said line North  $88^{\circ}54'55''$  West, 1406.92 feet to the Point of Beginning. Containing 173.88 acres, more or less.

**EXHIBIT A-5**  
**LEGAL DESCRIPTION; C-1**  
 NE KUNA FARM LLC  
 MUNICIPAL ANNEXATION AND ZONING

A portion of Lot 13, Block 2 of Poppy Field Subdivision in the NW 1/4 of the NE 1/4 of Section 12, T.2N., R.1W., B.M., Ada County, Idaho, as same is recorded in Book 70 of Plats at Page 7195, records of Ada County, Idaho, more particularly described as follows: Commencing at the North 1/4 corner of said Section 12, from which the Northeast corner of said section bears South 88°31'57" East, 2636.76 feet; Thence South 00°26'47" West, 40.01 feet to the Northwest corner of said Lot 13 and the **REAL POINT OF BEGINNING**.

Thence along the North line of said lot South 88°31'57" East, 215.71 feet to a point in the center of the Mason Creek Feeder Canal;

Thence 112.73 feet along the center of said canal and along the arc of a non-tangent curve to the left, having a radius of 237.00 feet, a central angle of 27°15'10", and a long chord bearing South 68°51'18" East, 111.67 feet;

Thence South 82°28'54" East, 54.00 feet;

Thence 141.21 feet along the arc of a curve to the right, having a radius of 190.00 feet, a central angle of 42°34'55", and a long chord bearing South 61°11'28" East, 137.98 feet;

Thence South 39°54'02" East, 114.00 feet;

Thence 104.67 feet along the arc of a curve to the right, having a radius of 507.00 feet, a central angle of 11°49'43", and a long chord bearing South 33°59'12" East, 104.48 feet;

Thence departing said centerline South 89°35'04" East, 41.67 feet to the Southwest corner of Lot 12, Block 2 of said Poppy Field Subdivision;

Thence along the easterly boundary of said Lot 13, a distance of 89.23 feet along the arc of a non-tangent curve to the right, having a radius of 544.10 feet, a central angle of 9°23'46", and a long chord bearing South 21°16'28" East, 89.13 feet;

Thence departing said easterly boundary North 89°33'14" West, 702.69 feet to a point on the West boundary of said Lot 13;

Thence North 00°26'46" East, 371.35 feet to the Point of Beginning. Containing 4.53 acres, more or less.



Public Art Project – Initial Point Real Estate Murals

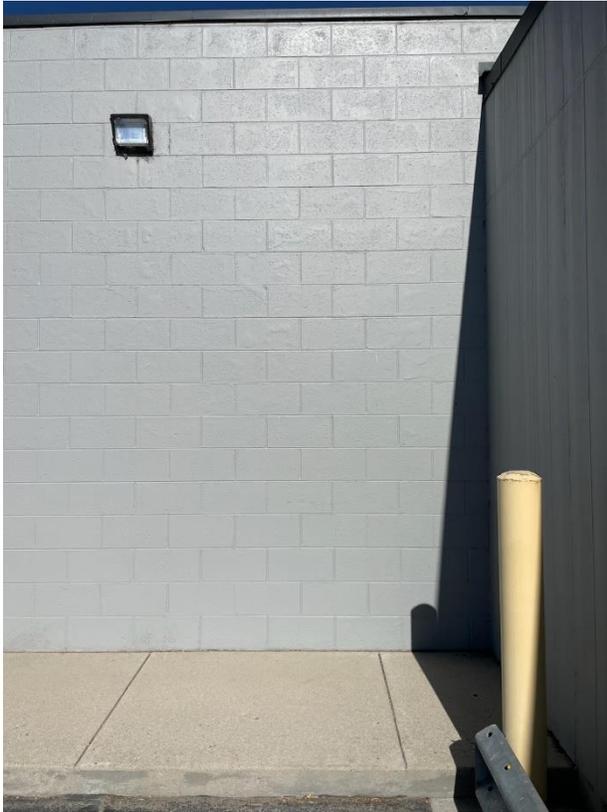
Placement #1:



Mural Draft #1:



Placement #2:



Mural Draft #2:





(Space above reserved for recording)

**ORDINANCE 2024-21**

CITY OF KUNA, IDAHO

ORDINANCE AMENDING THE EXTERIOR BOUNDARIES  
OF THE KUNA MUNICIPAL IRRIGATION SYSTEM  
[PROVIDENCE PROPERTIES LLC. real property]

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

- **MAKING CERTAIN FINDINGS; and**
- **ENLARGING THE BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM BY THE INCLUSION OF ADA COUNTY ASSESSOR’S PROVIDENCE PROPERTIES LLC.; AND**
- **DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; and**
- **DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE AS PROVIDED BY LAW; and**
- **DIRECTING THE CITY ENGINEER TO PROVIDE NOTICE OF THIS ORDINANCE TO THE BOISE~KUNA IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; and**
- **PROVIDING AN EFFECTIVE DATE.**

**The City Council findings:** The City Council makes the following findings of its authority, purpose and the history of the enactment of this ordinance:

- 1.1 The City of Kuna has established and operates, as authorized by Title 50, Chapter 18, Idaho Code, a municipal irrigation system, known and referred to as *Kuna Municipal Irrigation System* (the “KMIS”); and

- 1.2 Commencing with the establishment of the KMIS and with every additional real property enlarging KMIS, the City Council has passed and enacted an ordinance pursuant to Idaho Code Section 50-1832 describing and enlarging the exterior boundaries of KMIS; and
- 1.3 It is the intention of the City Council to include that certain real property identified by the Ada County Assessor’s office as PROVIDENCE PROPERTIES LLC. [legally described in **Exhibit A** attached to this Ordinance and by this reference incorporated herein] (the “SUBJECT REAL PROPERTIES”) within the boundaries of KMIS and which SUBJECT REAL PROPERTIES are depicted on the attached **Exhibit B** Location Map; and
- 1.4 It is therefore necessary as required by Idaho Code Section 50-1832 to approve and enact this Ordinance in order to include the Subject Real Properties within the boundaries of KMIS.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, Ada County, Idaho, as follows:**

Section 1: The boundaries of the Kuna Municipal Irrigation System are enlarged by the inclusion of the SUBJECT REAL PROPERTIES and the boundaries thereof are adjusted accordingly, said SUBJECT REAL PROPERTY being described as follows in **Exhibit A** attached hereto this Ordinance.

Section 2: Declaring the water rights appurtenant thereto are hereby pooled for delivery purposes.

Section 3: The City Clerk is hereby directed to record, in the office of the recorder for Ada County, a certified copy of this ordinance as required by Section 50-1832, Idaho Code.

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to Boise~Kuna Irrigation District, the owner of the SUBJECT REAL PROPERTIES and to update the official City map of the exterior boundaries of KMIS.

Section 5: Effective Date: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

DATED this 20<sup>th</sup> day of August 2022.

ATTEST:

CITY OF KUNA, Ada County, Idaho

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

\_\_\_\_\_  
Nathan Stanley, City Clerk

**EXHIBIT A****LEGAL DESCRIPTION FOR WATER RIGHTS ON  
PROVIDENCE PROPERTIES LLC  
SERA SOLE SUBDIVISION**

A tract of land within the SE ¼ of the NE ¼ of Section 26, T. 2 N., R. 1 W., B.M., Kuna, Ada County Idaho, described as follows:

Commencing at a found aluminum cap monumenting the NE corner of said Section 26 on the center line of South Swan Falls Road, thence southerly along said center line and the easterly line of said Section S 00°01'37" W a distance of 1819.88 feet to the POINT OF BEGINNING from which a found steel pin monumenting the East ¼ corner of said Section bears S 00°01'37" W a distance of 836.99 feet;

Thence leaving said lines N 89°57'43" W a distance of 278.45 feet (formerly N 89°57'46" W a distance of 278.62 feet) to a found steel pin;

Thence S 00°03'06" W a distance of 156.34 feet (formerly S 00°02'09" W a distance of 156.36 feet) to a found steel pin;

Thence S 89°57'01" E a distance of 278.52 feet (formerly S 89°57'46" E a distance of 278.62 feet) to a point of said center line and Section line;

Thence southerly along said lines, S 00°01'37" W a distance of 314.18 feet (formerly S 00°02'09" W a distance of 314.40 feet) to a point;

Thence leaving said lines, N 55°58'52" W a distance of 623.86 feet (formerly N 55°58'00" W a distance of 624.02 feet) to a found steel pin on the northerly boundary of Ryan Meadows Subdivision (a recorded Plat on file in Book 87 at Page 10012, records of Ada County, Idaho);

Thence continuing along said northerly boundary S 73°09'31" W a distance of 838.03 feet (formerly 838.14 feet) to a found steel pin monumenting the northwest corner of said subdivision and the southeast corner of Willow Glenn Subdivision Number 2 (a recorded Plat on file in Book 96 at Page 11820, records of Ada County, Idaho) on the westerly line of said SE ¼ of the NE ¼;

Thence northerly along said westerly line and subdivision boundary N 00°08'20" E a distance of 858.19 feet (formerly N 00°07'50" E a distance of 859.87 feet) to the NE 1/16<sup>th</sup> corner;

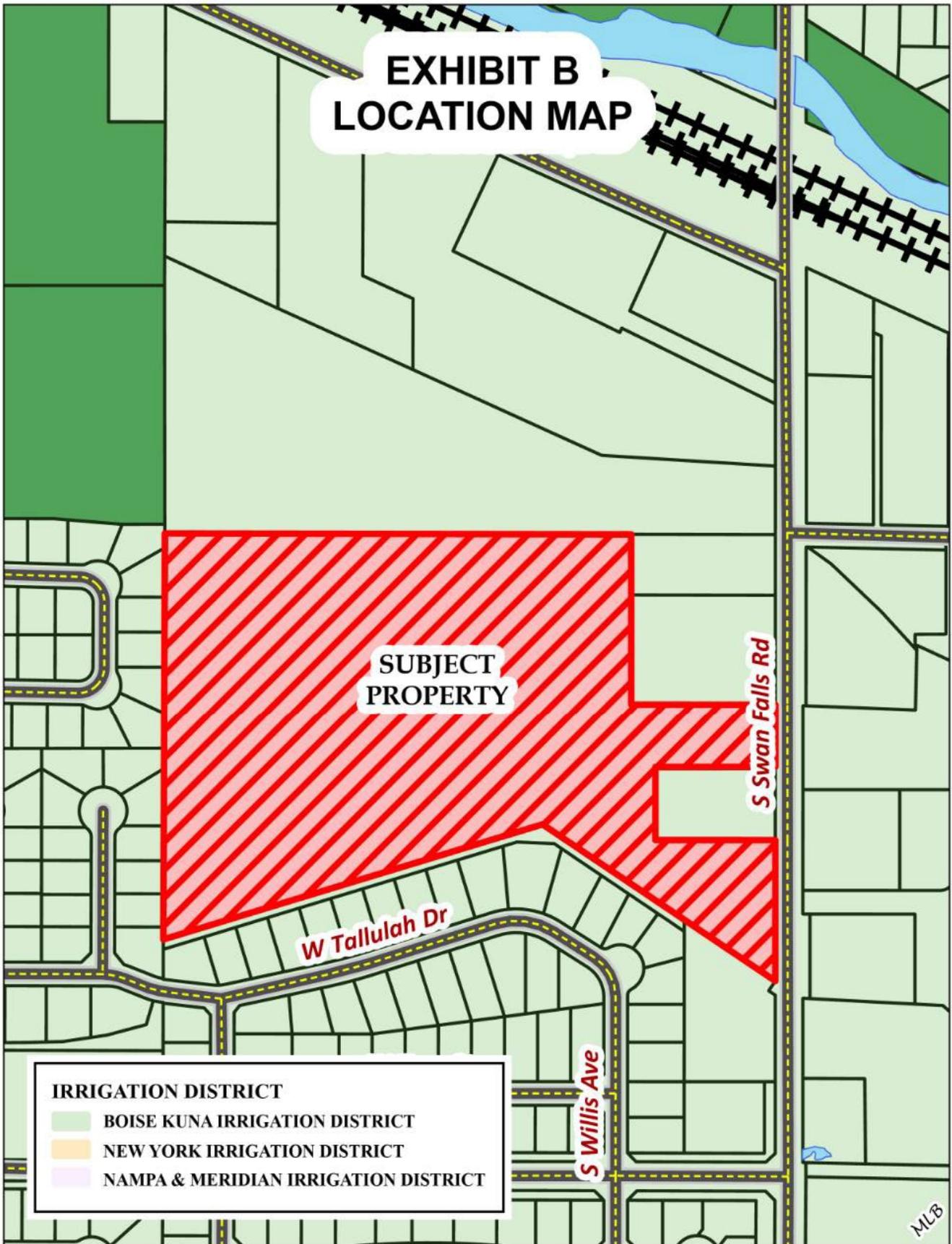
Thence leaving said lines S 89°57'11" E a distance of 987.65 feet (formerly S 89°57'54" E) to a found steel pin;

Thence S 00°04'32" E a distance of 127.71 feet (formerly S 00°00'16" E 127.89 feet) to a found steel pin;

Thence S 00°02'55" W a distance of 231.77 feet (formerly S 00°03'06" E) to a found steel pin;

Thence S 89°57'43" E a distance of 329.76 feet to a point on said center line and Section line;

Thence along said lines S 00°01'37" W a distance of 134.95 feet to the POINT OF BEGINNING.



*(Space above reserved for recording)*

**ORDINANCE NO. 2024-22  
CITY OF KUNA, IDAHO**

**LINDER LAND, LLC,  
MUNICIPAL ANNEXATION AND ZONING**

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

- **MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND**
- **ANNEXING CERTAIN REAL PROPERTIES, TO WIT: ADA COUNTY ASSESSOR’S PARCEL NO. S1314142375, OWNED BY LINDER LAND, LLC, 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 PROPERTY; AND**
- **DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

**THE CITY COUNCIL MAKES THE FOLLOWING FINDINGS AND DECLARATIONS OF ITS AUTHORITY, HISTORY AND PROCESS OF THIS IDAHO CODE SECTION 50-222 (3) (a) CATEGORY “A” ANNEXATION AND ZONING ORDINANCE AS FOLLOWS:**

**WHEREAS**, the City of Kuna, Idaho is a municipal corporation organized and existing under the laws of the state of Idaho (the “City”) and is authorized to annex into and incorporate within the boundaries of the City Contiguous real property in the manner provided by section 50-222, Idaho Code; and

**WHEREAS** Linder Land, LLC, (The “Owner”) of parcel S1314142375, the subject real property [legally described in Exhibit A-1, attached hereto and by this reference herein incorporated] (the “Real Property”),

**WHEREAS**, The Real Property is situated in the unincorporated area of Ada County, and

**WHEREAS**, The Owner has filed with the City the following written request and application:

- Annexion of this Real Property with the R-6 zoning district classification [legally described in Exhibit A-1], and

**WHEREAS**, the Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on June 27, 2023, as required by Section §67-6525, Idaho Code, made findings (approved by the Commission on July 11, 2023) where it was recommended to the Mayor and Council that the annexation for Parcel No. S1314142375, legally described in Exhibit A-1, with R-6 Zoning District Classification request, be approved;

**WHEREAS**, The Council, pursuant to public notice as required by law, held a public hearing on November 21, 2023, on the Owner’s application and request for the Real Properties annexation and zoning, as required by Section §67-6525, Idaho Code, and made findings (approved on December 5, 2023) wherein the City Council determined that the Owner’s written request and application for the annexation of Parcel

No. S1314142375 legally described in Exhibit A-1, with R-6 Zoning District Classification request, be approved;

**WHEREAS**, the zoning classification of R-6 is appropriate to meet the requirements of the Kuna City Code and should be granted.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, IDAHO**, as follows:

Section 1: The Kuna City Council hereby finds and declares that the Real Properties described below are contiguous to the City, that said properties can be reasonably assumed to be used for the orderly development of the City, and that the owner of said properties has requested, in writing, annexation thereof to the City.

Section 2: The Real Properties, situated in Ada County, Idaho, adjacent to and contiguous to the City, and legally described in “Exhibit A-1,” Legal Description, and “Exhibit B” Location Map, attached hereto and incorporated herein by reference, is annexed to and incorporated in the incorporated territorial limits of the City of Kuna, Idaho.

Section 3: From and after the effective date of this Ordinance, all property and persons within the boundaries and territory described above shall be subject to all ordinances, resolutions, police regulations, taxation and other powers of the City of Kuna.

Section 4: The zoning land use classification of the land described in Section 2 above is hereby established as R-6, as legally described in Exhibits A-1, as provided by the Zoning Ordinance of the City. The Zoning Map of the City is hereby amended to include the Real Property described in Section 2 above in the R-6, zoning land use classifications.

Section 5: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Ada County, Idaho, and with the Idaho State Tax Commission, Boise, Idaho, as required by Section §50-223, Idaho Code, and to comply with the provisions of Section §63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

Section 6: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section §50-901A, Idaho Code, may be published.

DATED this 20th day of August 2024.

CITY OF KUNA

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

ATTEST:

\_\_\_\_\_  
Nathan Stanley, City Clerk

**EXHIBIT A-1  
LEGAL DESCRIPTION; R-6**

LINDER LAND, LLC,  
MUNICIPAL ANNEXATION AND ZONING

A parcel of land being a portion of the SE1/4 NE1/4 of Section 14, Township 2 North, Range 1 West, Boise Meridian, Kuna, Ada County Idaho, more particularly described as follows:

**BEGINNING** at the southeast corner of the SE1/4 NE1/4;

Thence N 89° 40' 20" W., 1015.17 feet along the south boundary of the NE1/4 to a found 5/8" pin;

Thence N 10° 26' 25" W., 232.79 feet to a found 1/2" pin;

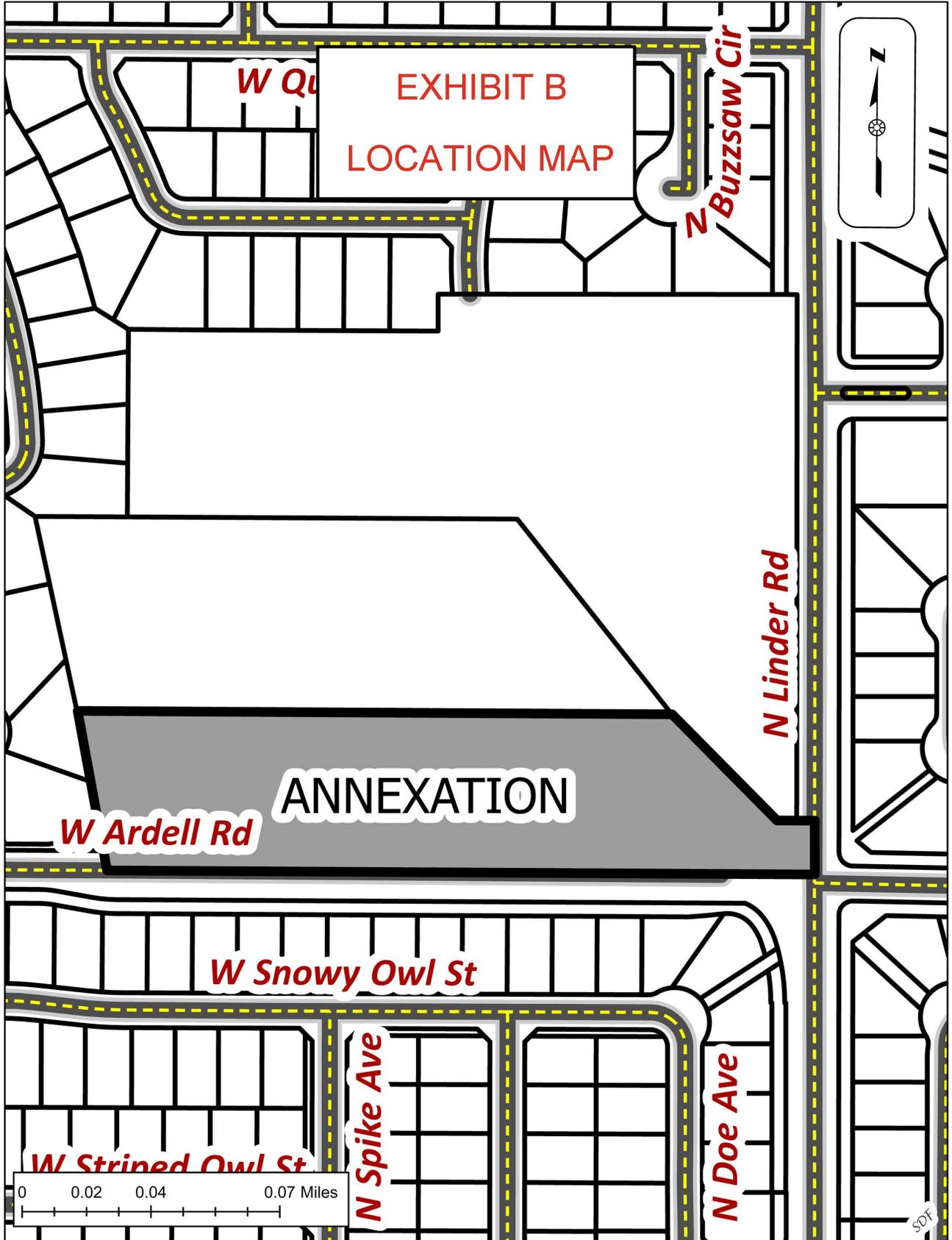
Thence S 89° 40' 20" E., 852.70 feet parallel with the south boundary of the NE1/4 to a found 1/2" pin;

Thence S 44° 39' 23" E., 214.30 feet to a found 1/2" pin;

Thence S 89° 57' 23" E., 54.10 feet to a point on the east boundary of the SE1/4 NE1/4;

Thence S 00° 03' 15" W., 77.38 feet along the east boundary of the SE1/4 NE1/4 to the **POINT OF BEGINNING**.

This annexation parcel contains 4.99 acres more or less.



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*(Space above reserved for recording)*

**ORDINANCE NO. 2024-23  
CITY OF KUNA, IDAHO**

**ASSOCIATED PACIFIC MOVERS, INC.,  
MUNICIPAL ANNEXATION AND ZONING**

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

- **MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND**
- **ANNEXING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NO. S1323212800, OWNED BY ASSOCIATED PACIFIC MOVERS, INC., 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 PROPERTY; AND**
- **DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

**THE CITY COUNCIL MAKES THE FOLLOWING FINDINGS AND DECLARATIONS OF ITS AUTHORITY, HISTORY AND PROCESS OF THIS IDAHO CODE SECTION 50-222 (3) (a) CATEGORY "A" ANNEXATION AND ZONING ORDINANCE AS FOLLOWS:**

**WHEREAS**, the City of Kuna, Idaho is a municipal corporation organized and existing under the laws of the state of Idaho (the "City") and is authorized to annex into and incorporate within the boundaries of the City Contiguous real property in the manner provided by section 50-222, Idaho Code; and

**WHEREAS**, Associated Pacific Movers, Inc., (The "Owner") of the subject real property [legally described in Exhibit A, attached hereto and by this reference herein incorporated] (the "Real Property"),

**WHEREAS**, The Real Property is situated in the unincorporated area of Ada County, and

**WHEREAS**, The Owners have filed with the City the following written request and application:

- Annexation of these Real Properties with a R-4 zoning district classification [legally described in Exhibit A], and

**WHEREAS**, the Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on January 24, 2023, as required by Section §67-6525, Idaho Code, made findings (approved by the Commission on February 14, 2023) where it was recommended to the Mayor and Council that the annexation for Parcel No. S1323212800, legally described in Exhibit A, with an R-4 Zoning District Classification request, be approved;

**WHEREAS**, The Council, pursuant to public notice as required by law, held a public hearing on April 18, 2023, on the Owner's application and request for the Real Properties annexation and zoning, as required by Section §67-6525, Idaho Code, and made findings (approved on May 2, 2023) wherein the City Council determined that the Owner's written request and application the annexation of Parcel No. S1323212800, legally described in Exhibit A, with an R-4 Zoning District Classification request, be approved;

**WHEREAS**, the zoning classification of R-4 is appropriate to meet the requirements of the Kuna City Code and should be granted.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, IDAHO**, as follows:

Section 1: The Kuna City Council hereby finds and declares that the Real Properties described below are contiguous to the City, that said properties can be reasonably assumed to be used for the orderly development of the City, and that the owner of said properties has requested, in writing, annexation thereof to the City.

Section 2: The Real Properties, situated in Ada County, Idaho, adjacent to and contiguous to the City, and legally described in “Exhibit A,” Legal Description, and “Exhibit B” Location Map, attached hereto and incorporated herein by reference, is annexed to and incorporated in the incorporated territorial limits of the City of Kuna, Idaho.

Section 3: From and after the effective date of this Ordinance, all property and persons within the boundaries and territory described above shall be subject to all ordinances, resolutions, police regulations, taxation and other powers of the City of Kuna.

Section 4: The zoning land use classifications of the land described in Section 2 above is hereby established as R-4, as legally described in Exhibit A, as provided by the Zoning Ordinance of the City. The Zoning Map of the City is hereby amended to include the Real Property described in Section 2 above in the R-4 zoning land use classification.

Section 5: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Ada County, Idaho, and with the Idaho State Tax Commission, Boise, Idaho, as required by Section §50-223, Idaho Code, and to comply with the provisions of Section §63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property annexed by this Ordinance.

Section 6: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section §50-901A, Idaho Code, may be published.

DATED this 20th day of August 2024.

CITY OF KUNA

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

ATTEST:

\_\_\_\_\_  
Nathan Stanley, City Clerk

**EXHIBIT A  
LEGAL DESCRIPTION; R-4**

**ASSOCIATED PACIFIC MOVERS, INC.  
MUNICIPAL ANNEXATION AND ZONING**

**BASIS OF BEARING:**

*The East line of the Northwest 1/4 of Section 23, Township 2 North, Range 1 West, Boise Meridian, derived from found monuments and taken as South 00°05'45" West with the distance between monuments found to be 2636.05 feet.*

**BEGINNING** at a point from which the Center 1/4 Corner of said Section 23, Township 2 North, Range 1 West, Boise Meridian bears South 06°08'17" East a distance of 1547.17 feet;

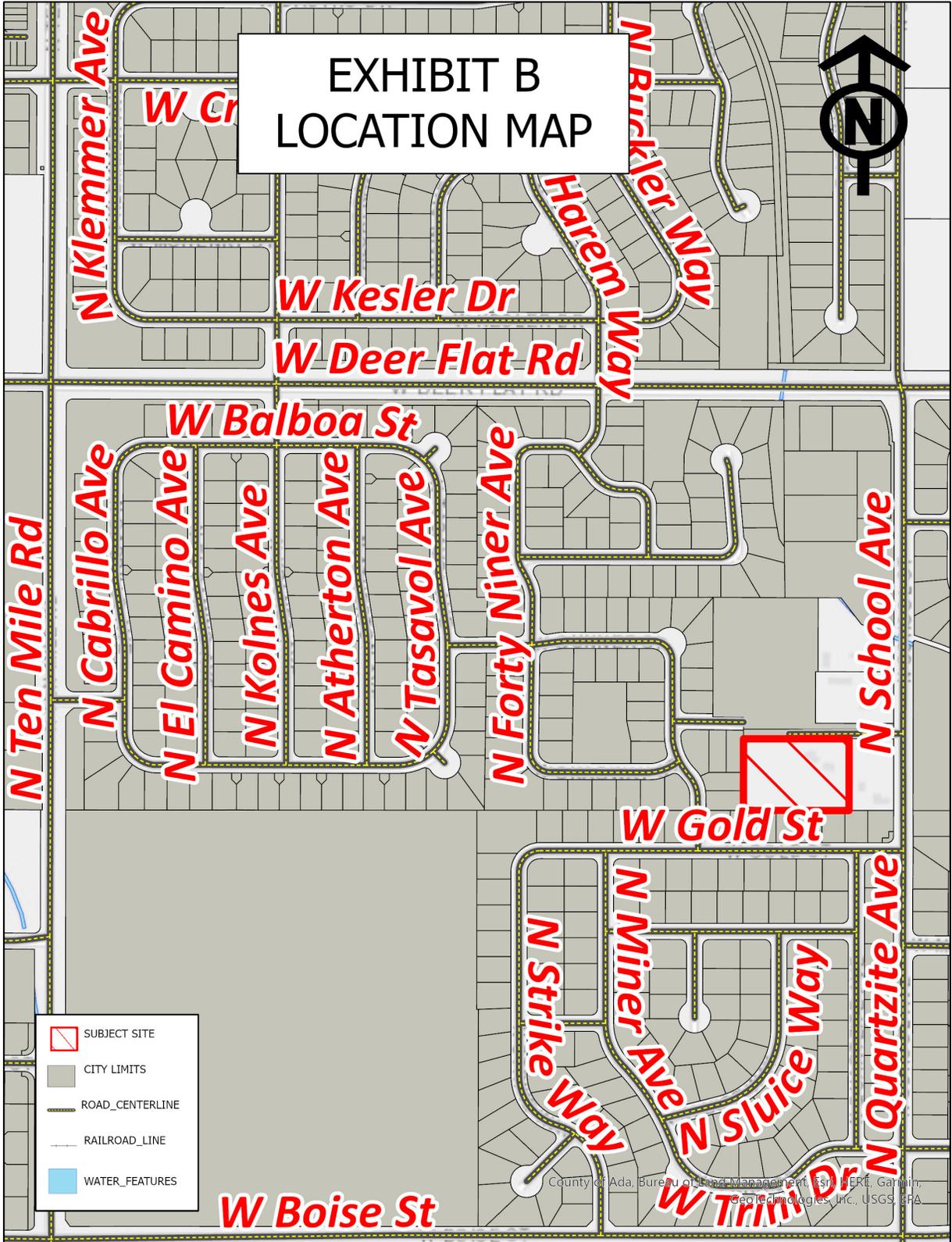
Thence South 00°03'41" West, to a point on the North boundary line of the Prospector Subdivision No. 5, Recorded in Book 70 at Page 7181, Ada County Records, a distance of 220.00 feet;

Thence along said North boundary line, North 89°57'50" West, to a point on the East boundary line of the Goldcreek Subdivision, Record in Book 83 at page 9174, Ada County Records, a distance of 326.93 feet;

Thence along said East boundary line, North 00°06'10" East, a distance of 220.23 feet;

Thence leaving said East boundary line, South 89°55'25" East a distance of 326.77 feet to the **POINT OF BEGINNING**.

Said Parcel containing 71,944 square feet or 1.65 acres, more or less and is subject to all existing easements and rights-of-ways of record or implied.



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*(Space above reserved for recording)*

**ORDINANCE NO. 2024-24  
CITY OF KUNA, IDAHO**

**OPEN DOOR RENTALS, LLC, AND COREY BARTON  
MUNICIPAL REZONE**

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

- **MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND**
- **REZONING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NOS. S1418233670 and S1418234000, OWNED BY OPEN DOOR RENTALS, LLC, AND PARECL NO. S1418233660, OWNED BY COREY BARTON SITUATED WITHIN THE CORPORATE CITY LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO; AND**
- **AMENDING THE ZONING MAP; AND**
- **DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

**THE CITY COUNCIL MAKES THE FOLLOWING FINDINGS AND DECLARATIONS OF ITS AUTHORITY, HISTORY AND PROCESS OF THIS IDAHO CODE SECTION §67-6511 AND REZONE ORDINANCE AS FOLLOWS:**

**WHEREAS**, the City of Kuna, Idaho is a municipal corporation organized and existing under the laws of the state of Idaho (the "City") and is authorized to under the provisions of Idaho Code §67-6511, to establish within its jurisdiction one or more zones or zoning districts where appropriate which zoning districts are established in Kuna City Code §5-2-2; and

**WHEREAS**, Open Door Rentals, LLC, (The "Owner") of the subject property [legally described in "Exhibit A-1" Legal Description and "Exhibit B" Location Map, attached hereto and by this reference herein incorporated] (The "Real Property") and has requested that the Real Property be Rezoned from the City's C-1, Neighborhood Commercial Zoning to C-3, Service Commercial, and to R-12 High Density Residential and R-6, Medium Density Residential Zoning (The "Rezone"); and

**WHEREAS**, Corey Barton, (The "Owner") of the subject property [legally described in "Exhibit A-2" Legal Description and "Exhibit B" Location Map, attached hereto and by this reference herein incorporated] (The "Real Property") and has requested that the Real Property be Rezoned from the City's C-1, Neighborhood Commercial Zoning to R-6, Medium Density Residential Zoning (The "Rezone"); and

**WHEREAS**, The Planning and Zoning Commission, pursuant to public notice as required by law, held a public hearing on August 8, 2023, as required by Section §67-6525, Idaho Code, made findings (approved by the Commission on August 22, 2023) where it was recommended to the Mayor and Council that the Rezoning for the lands described in Exhibit A-1, from C-1 Zoning to C-3, Service Commercial, and in Exhibit A-2, from C-1 to R-12, High Density Residential, in Exhibit A-3, from C-1 and to R-6, Medium Density Residential Zoning be approved; and

**WHEREAS**, The Council, pursuant to public notice as required by law, held a public hearing on January 16, 2024, on the Owner's application and request for the Real Property Rezoning, as required by Section §67-6525, Idaho Code, and in accordance with the provisions of Kuna City Code §5-1A-7, made findings (approved on February 6, 2024) wherein the City Council determined that the Owner's written

request and application for Rezone of Parcel Nos. S1418233670, S1418234000, and S1418233660 with the C-3, R-12 and R-6 Zoning District Classifications [legally described in Exhibits A-1, A-2 and A-3];; and

**WHEREAS**, It is necessary that the City Council adopt this Ordinance, as required by Section §67-6511 (2) Idaho Code, and Kuna City Code §5-1A-7 (G), to complete the process of implementing the decision of the Kuna City Council to Rezone the Subject Real Property.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, IDAHO**, as follows:

Section 1: The Kuna City Council hereby finds and declares that the Real Property described below is Rezoned from C-1, Neighborhood Commercial to C-3, Service Commercial as described in Exhibit A-1 (The “Rezone”) and shown in “Exhibit B” – Vicinity Map.

Section 2: The Kuna City Council hereby also finds and declares that the Real Property described below is Rezoned from C-1, Neighborhood Commercial to R-12, High Density Residential as described in Exhibit A-2 (The “Rezone”) and shown in “Exhibit B” – Vicinity Map.

Section 3: The Kuna City Council hereby also finds and declares that the Real Property described below is Rezoned from C-1, Neighborhood Commercial to R-6, Medium Density Residential as described in Exhibit A-2 (The “Rezone”) and shown in “Exhibit B” – Vicinity Map.

Section 4: The Zoning Map of the City of Kuna is hereby amended to comply with this Rezone.

Section 5: The City Engineer is directed to change the zoning district depictions of the Subject Real Property on the Zoning Map of the City in accordance with this Rezone Ordinance; and

Section 6: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Ada County, Idaho, and with the Idaho State Tax Commission, Boise, Idaho, as required by Section §50-223, Idaho Code, and to comply with the provisions of Section §63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property Rezoned by this Ordinance.

Section 7: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section §50-901A, Idaho Code, may be published.

DATED this 20<sup>th</sup> day of August 2024.

CITY OF KUNA

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

ATTEST:

\_\_\_\_\_  
Nathan Stanley, City Clerk

**EXHIBIT A-1  
LEGAL DESCRIPTION FOR C-3**

OPEN DOOR RENTALS, LLC  
A MUNICIPAL REZONE

A parcel of land located in the S1/2 of the NW 1/4 of Section 18, Township 2 North, Range 1 East, City of Kuna, Boise Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at the W1/4 corner of said Section 18 from which the NW corner of said Section 18 bears North 00°28'49" East, 2,649.50 feet;

thence along the East-West centerline of said Section 18 South 89°28'47" East, 60.00 feet to a point on the East right-of-way line of N. Meridian Rd., point also being the **REAL POINT OF BEGINNING**;

thence along said East right-of-way line North 00°28'49" East, 1,324.75 feet to a point on the North boundary line of the S1/2 of the NW 1/4 of said Section 18;

thence along said North boundary line South 89°28'35" East, 288.01 feet;

thence leaving said North boundary line South 00°23'35" West, 759.55 feet;

thence 133.71 feet along the arc of curve to the left, said curve having a radius of 180.00 feet, a central angle of 42°33'39" and a long chord which bears South 20°53'14" East, 130.66 feet;

thence South 42°10'04" East, 101.36 feet;

thence 134.11 feet along the arc of curve to the right, said curve having a radius of 180.00 feet, a central angle of 42°41'17" and a long chord which bears South 20°49'25" East, 131.03 feet;

thence South 00°31'13" West, 247.00 feet to a point on the East-West centerline of said Section 18;

thence along said East-West centerline North 89°28'47" West, 452.87 feet to the **REAL POINT OF BEGINNING**. Containing 10.31 acres, more or less.

## EXHIBIT A-2 LEGAL DESCRIPTION FOR R-12

### OPEN DOOR RENTALS, LLC A MUNICIPAL REZONE

A parcel of land located in the S1/2 of the NW 1/4 of Section 18, Township 2 North, Range 1 East, City of Kuna, Boise Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at the W1/4 corner of said Section 18 from which the NW corner of said Section 18 bears North 00°28'49" East, 2,649.50 feet;

thence along the East-West centerline of said Section 18 South 89°28'44" East, 512.87 feet to the **REAL POINT OF BEGINNING**;

thence leaving said South boundary line North 00°31'13" East, 247.00 feet;

thence 134.11 feet along the arc of curve to the left, said curve having a radius of 180.00 feet, a central angle of 42°41'17" and a long chord which bears North 20°49'25" West, 131.03 feet;

thence North 42°10'04" West, 101.36 feet;

thence 133.71 feet along the arc of curve to the right, said curve having a radius of 180.00 feet, a central angle of 42°33'39" and a long chord which bears North 20°53'14" West, 130.66 feet;

thence North 00°23'35" East, 759.55 feet to a point on the North boundary line of said S1/2 of the NW 1/4 of said Section 18;

thence along said North boundary line South 89°28'35" East, 688.50 feet;

thence leaving said North boundary line South 00°23'35" West, 135.00 feet;

thence South 89°28'35" East, 210.11 feet;

thence 78.43 feet along the arc of curve to the right, said curve having a radius of 50.00 feet, a central angle of 89°52'10" and a long chord which bears South 44°32'30" East, 70.63 feet;

thence South 00°23'35" West, 602.68 feet;

thence 78.65 feet along the arc of curve to the right, said curve having a radius of 50.00 feet, a central angle of 90°07'38" and a long chord which bears South 45°27'24" West, 70.79 feet;

thence North 89°28'47" West, 79.94 feet;

thence South 00°31'13" West, 230.00 feet;

thence 39.27 feet along the arc of curve to the right, said curve having a radius of 50.00 feet, a central angle of 45°00'00" and a long chord which bears South 23°01'13" West, 38.27 feet;

thence South 45°28'48" East, 318.98 feet to a point on the East-West centerline of said Section 18;

thence along said East-West centerline North 89°30'20" West, 146.11 feet to the C-E1/16 of said Section 18;

thence continuing along said East-West centerline North 89°28'47" West, 723.22 feet to the **REAL POINT OF BEGINNING**. Containing 25.54 acres, more or less.

**EXHIBIT A-3**  
**LEGAL DESCRIPTION FOR R-6**

OPEN DOOR RENTALS, LLC AND COREY BARTON  
A MUNICIPAL REZONE

A parcel of land located in the S1/2 of the NW 1/4 of Section 18, Township 2 North, Range 1 East, City of Kuna, Boise Meridian, Ada County, Idaho being more particularly described as follows:

Commencing at the W1/4 corner of said Section 18 from which the NW corner of said Section 18 bears North 00°28'49" East, 2,649.50 feet;

thence along the East-West centerline of said Section 18 South 89°28'47" East, 1,236.09 feet to the C-E1/16 corner of said Section 18;

thence continuing along said East-West centerline South 89°30'20" East, 146.11 feet to the **REAL POINT OF BEGINNING**;

thence leaving said East-West centerline North 45°28'48" West, 318.98 feet;

thence 39.27 feet along the arc of a non-tangent curve to the left, said curve having a radius of 50.00 feet, a central angle of 45°00'00" and a long chord which bears North 23°01'13" East, 38.27 feet;

thence North 00°31'13" East, 230.00 feet;

thence South 89°28'47" East, 79.94 feet;

thence 78.65 feet along the arc of curve to the left, said curve having a radius of 50.00 feet, a central angle of 90°07'38" and a long chord which bears North 45°27'24" East, 70.79 feet;

thence North 00°23'35" East, 602.68 feet;

thence 78.43 feet along the arc of curve to the left, said curve having a radius of 50.00 feet, a central angle of 89°52'10" and a long chord which bears North 44°32'30" West, 70.63 feet;

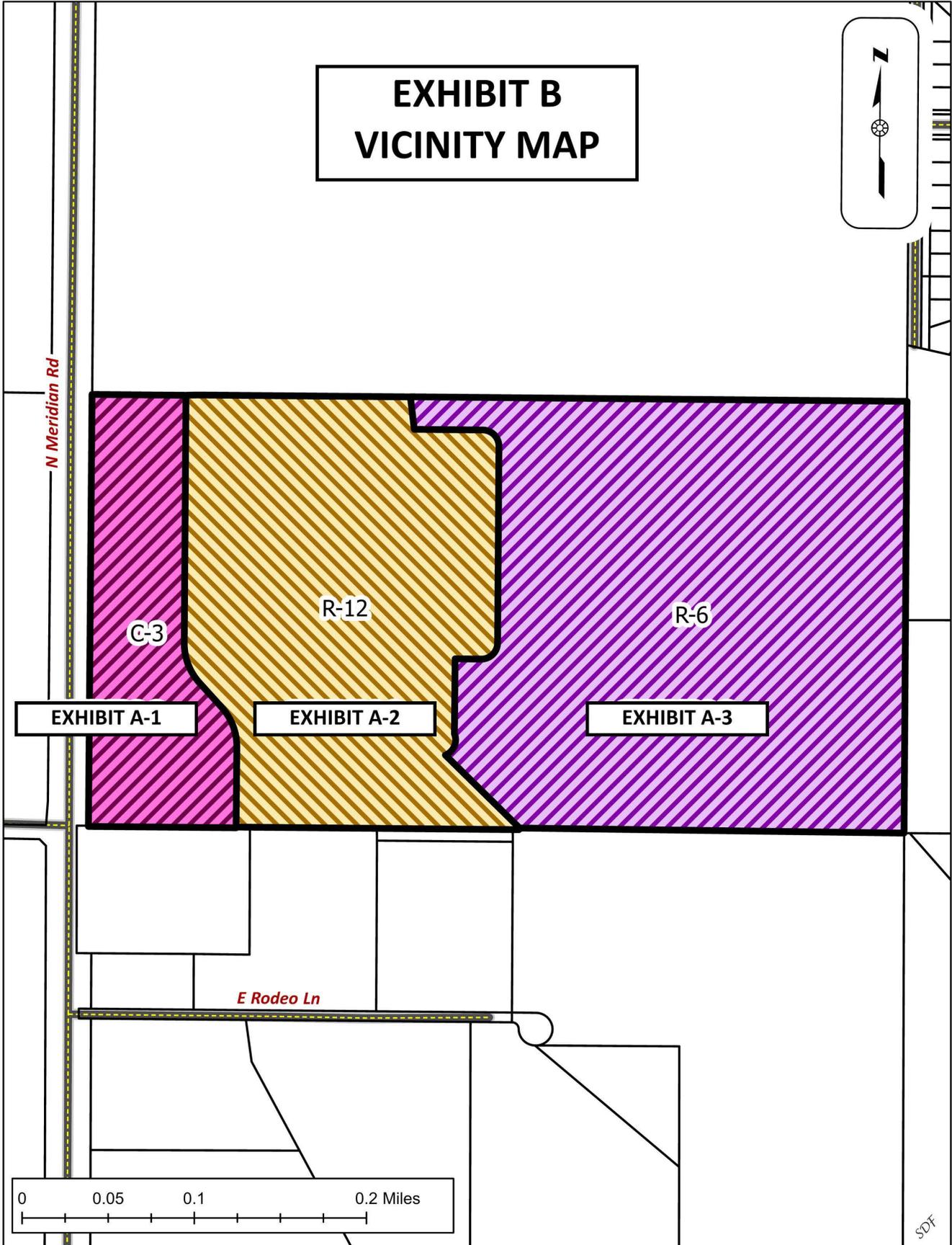
thence North 89°28'35" West, 210.11 feet;

thence North 00°23'35" East, 135.00 feet to a point on the North boundary line of said South 1/2 of the Northwest 1/4 of Section 18;

thence along said North boundary line South 89°28'35" East, 1,523.00 feet to the C-N 1/16 corner of said Section 18;

thence along the North-South centerline of said Section 18 South 00°23'35" West, 1,324.01 feet to the C1/4 of said Section 18;

thence along the East-West centerline of said Section 18 North 89°30'20" West, 1,179.33 feet to the **REAL POINT OF BEGINNING**. Containing 40.18 acres, more or less.



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*(Space above reserved for recording)*

**ORDINANCE NO. 2024-25  
CITY OF KUNA, IDAHO**

**IDAWY LLC  
MUNICIPAL REZONE**

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

- **MAKING CERTAIN FINDINGS; AND**
- **REZONING CERTAIN REAL PROPERTY, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NO. S1314120891, OWNED BY IDAWY LLC, SITUATED WITHIN THE CORPORATE CITY LIMITS OF THE CITY OF KUNA, ADA COUNTY, IDAHO; AND**
- **AMENDING THE ZONING MAP; AND**
- **DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

**THE CITY COUNCIL MAKES THE FOLLOWING FINDINGS AND DECLARATIONS OF ITS AUTHORITY, HISTORY AND PROCESS OF THIS IDAHO CODE SECTION §67-6511 AND REZONE ORDINANCE AS FOLLOWS:**

**WHEREAS**, the City of Kuna, Idaho is a municipal corporation organized and existing under the laws of the state of Idaho (the "City") and is authorized to under the provisions of Idaho Code §67-6511, to establish within its jurisdiction one or more zones or zoning districts where appropriate which zoning districts are established in Kuna City Code §5-2-2; and

**WHEREAS**, IDAWY LLC, (The "Owner") of the subject property [legally described in "Exhibit A" Legal Description and "Exhibit B" Location Map, attached hereto and by this reference herein incorporated] (The "Real Property") and has requested that the Real Property be Rezoned from the City's R-6, Medium Density Residential Zoning, to the C-1, Neighborhood Commercial Zoning, (The "Rezone"); and

**WHEREAS**, The Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on September 12, 2023, as required by Section §67-6525, Idaho Code, made findings (approved by the Commission on October 10, 2023) where it was recommended to the Mayor and Council that the Rezoning for the lands described in Exhibit A, from R-6, Medium Density Residential to C-1, Neighborhood Commercial be approved; and

**WHEREAS**, The Council, pursuant to public notice as required by law, held a public hearing on December 5, 2023, on the Owner's application and request for the Real Property Rezoning, as required by Section §67-6525, Idaho Code, and in accordance with the provisions of Kuna City Code §5-1A-7, made findings (approved on December 19, 2023) wherein the City Council determined that the Owner's written request and application for Rezoning of Parcel No. S1314120891 should be granted with a C-1 zoning district classification as legally described in Exhibit A; and

**WHEREAS**, It is necessary that the City Council adopt this Ordinance, as required by Section §67-6511 (2) Idaho Code, and Kuna City Code §5-1A-7 (G), to complete the process of implementing the decision of the Kuna City Council to Rezone the Subject Real Property.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, IDAHO**, as follows:

Section 1: The Kuna City Council hereby finds and declares that the Real Property described below is Rezoned from the R-6, Medium Density Residential Zoning, to the C-1, Neighborhood Commercial Zoning as described in Exhibit A (The “Rezone”) and shown in “Exhibit B” – Vicinity Map.

Section 2: The Zoning Map of the City of Kuna is hereby amended to comply with this Rezone.

Section 3: The City Engineer is directed to change the zoning district depictions of the Subject Real Property on the Zoning Map of the City in accordance with this Rezone Ordinance; and

Section 4: The City Clerk is hereby directed to file, within ten (10) days of passage and approval of this Ordinance, a certified copy of this Ordinance with the offices of the Auditor, Treasurer, and Assessor of Ada County, Idaho, and with the Idaho State Tax Commission, Boise, Idaho, as required by Section §50-223, Idaho Code, and to comply with the provisions of Section §63-215, Idaho Code, with regard to the preparation and filing of a map and legal description of the real property Rezoned by this Ordinance.

Section 5: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law. In lieu of publication of the entire ordinance, a summary thereof in compliance with Section §50-901A, Idaho Code, may be published.

DATED this 20<sup>th</sup> day of August 2024.

CITY OF KUNA

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

ATTEST:

\_\_\_\_\_  
Nathan Stanley, City Clerk

**EXHIBIT A**  
**LEGAL DESCRIPTION FOR C-1**

IDAWY LLC  
MUNICIPAL REZONE

A parcel of land located in the Northwest quarter of the Northeast quarter (NW1/4NE1/4) of Section 14, Township 2 North, Range 1 West, Boise Meridian, Ada County, Idaho, and more particularly described as follows:

Commencing at the North Quarter corner of said Section 14, from which the Northeast corner of said Section 14 bears South 89° 55' 16" East 2634.32 feet;

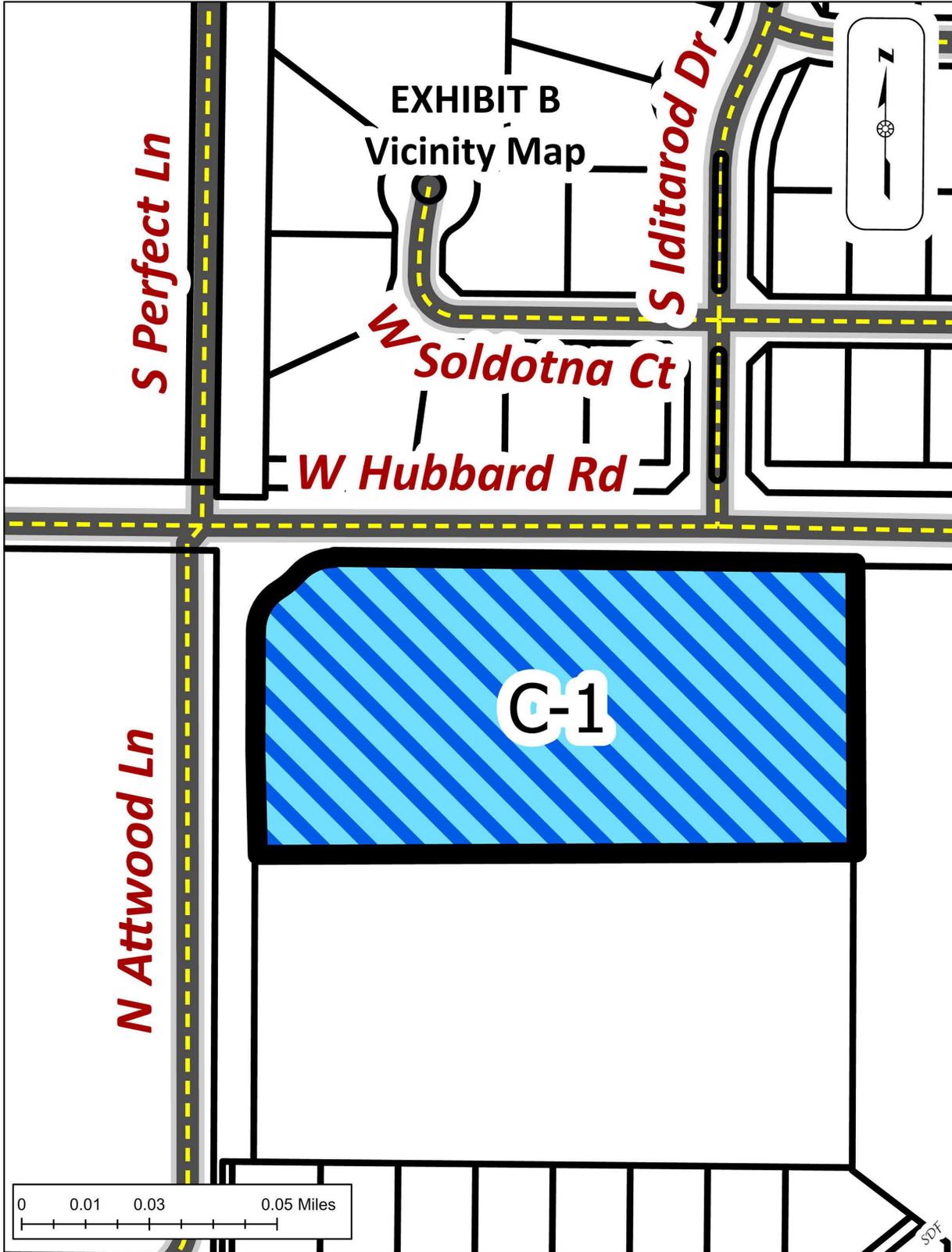
Thence South 00° 14' 38" East 37.00 feet along the meridional centerline of said Section 14;  
Thence South 89° 55' 16" East 121.31 feet to the True Point of Beginning;  
Thence continuing South 89° 55' 16" East 538.69 feet along the South right of way line of Hubbard Road, which right of way is described in Instrument # 2018-087408 in the official records of Ada County;

Thence South 00° 14' 37" East 299.18 feet along the West line of the Arbor Ridge Subdivision, the final plat for which is recorded as Instrument # 106177191 in the official records of Ada County;  
Thence South 89° 45' 23" West 618.99 feet to a point on the East right of way line of School Avenue;  
Thence along the said East right of way line of School Avenue the following 4 courses:  
Thence North 00° 14' 38" West 226.68 feet to the beginning of a 50.00 feet radius tangent curve concave to the Southeast;

Thence Northeasterly along the said curve through a central angle of 58° 14' 35" a distance of 50.83 feet (chord = North 28° 52' 40" East 48.67 feet) to a point of reverse curvature with an 83.00 feet radius curve concave to the Northwest;

Thence Northeasterly along the said curve through a central angle of 17° 03' 59" a distance of 24.72 feet (chord = North 49° 27' 58" East 24.63 feet) to a point of reverse curvature with a 50.00 feet radius curve concave to the Southeast;

Thence Northeasterly along the said curve through a central angle of 49° 02' 54" a distance of 42.80 feet (chord = North 65° 27' 25" East 41.51 feet) to the True Point of Beginning  
Containing 4.2 acres of land.



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(Space above reserved for recording)

**ORDINANCE 2024-27**

**CITY OF KUNA, IDAHO**

**ORDINANCE AMENDING THE EXTERIOR BOUNDARIES  
OF THE KUNA MUNICIPAL IRRIGATION SYSTEM  
[LETE FAMILY REVOCABLE TRUST real properties]**

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

- **MAKING CERTAIN FINDINGS; and**
- **ENLARGING THE BOUNDARIES OF THE KUNA MUNICIPAL IRRIGATION SYSTEM BY THE INCLUSION OF ADA COUNTY ASSESSOR’S LETE FAMILY REVOCABLE TRUST; AND**
- **DECLARING WATER RIGHTS APPURTENANT THERETO ARE POOLED FOR DELIVERY PURPOSES; and**
- **DIRECTING THE CITY CLERK TO RECORD THIS ORDINANCE AS PROVIDED BY LAW; and**
- **DIRECTING THE CITY ENGINEER TO PROVIDE NOTICE OF THIS ORDINANCE TO THE BOISE~KUNA IRRIGATION DISTRICT, THE OWNERS AND UPDATE THE IRRIGATION SYSTEM MAP; and**
- **PROVIDING AN EFFECTIVE DATE.**

**The City Council findings:** The City Council makes the following findings of its authority, purpose and the history of the enactment of this ordinance:

- 1.1 The City of Kuna has established and operates, as authorized by Title 50, Chapter 18, Idaho Code, a municipal irrigation system, known and referred to as *Kuna Municipal Irrigation System* (the “KMIS”); and

- 1.2 Commencing with the establishment of the KMIS and with every additional real property enlarging KMIS, the City Council has passed and enacted an ordinance pursuant to Idaho Code Section 50-1832 describing and enlarging the exterior boundaries of KMIS; and
- 1.3 It is the intention of the City Council to include that certain real properties identified by the Ada County Assessor’s office as LETE FAMILY REVOCABLE TRUST. [legally described in **Exhibit A** attached to this Ordinance and by this reference incorporated herein] (the “SUBJECT REAL PROPERTIES”) within the boundaries of KMIS and which SUBJECT REAL PROPERTIES are depicted on the attached **Exhibit B** Location Map; and
- 1.4 It is therefore necessary as required by Idaho Code Section 50-1832 to approve and enact this Ordinance in order to include the Subject Real Properties within the boundaries of KMIS.

**NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, Ada County, Idaho, as follows:**

Section 1: The boundaries of the Kuna Municipal Irrigation System are enlarged by the inclusion of the SUBJECT REAL PROPERTIES and the boundaries thereof are adjusted accordingly, said SUBJECT REAL PROPERTIES being described as follows in **Exhibit A-1** and **Exhibit A-2** attached hereto this Ordinance.

Section 2: Declaring the water rights appurtenant thereto are hereby pooled for delivery purposes.

Section 3: The City Clerk is hereby directed to record, in the office of the recorder for Ada County, a certified copy of this ordinance as required by Section 50-1832, Idaho Code.

Section 4: The City Engineer is hereby directed to give notice of this action by forwarding a certified copy of this Ordinance to Boise~Kuna Irrigation District, the owner of the SUBJECT REAL PROPERTIES and to update the official City map of the exterior boundaries of KMIS.

Section 5: Effective Date: This Ordinance shall take effect and be in force from and after its passage, approval, and publication as required by law.

DATED this 20<sup>th</sup> day of August 2024.

ATTEST:

CITY OF KUNA, Ada County, Idaho

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

\_\_\_\_\_  
Nathan Stanley, City Clerk

**EXHIBIT A-1****LEGAL DESCRIPTION FOR WATER RIGHTS ON  
LETE FAMILY REVOCABLE TRUST  
MONARCH LANDING SUBDIVISION 1**

A PARCEL OF LAND BEING A PORTION OF LOT 1 BLOCK 1 OF TUKILA MEADOW SUBDIVISION IN BOOK 62 AT PAGES 6188 & 6189 ON FILE IN THE ADA COUNTY RECORDER'S OFFICE LAYING IN THE NE1/4 NE1/4 OF SECTION 14, TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, ADA COUNTY IDAHO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE NE1/4 NE1/4;

THENCE N 89 27' 03" W A DISTANCE OF 1317.18 FEET ALONG THE NORTH BOUNDARY OF THE NE1/4 NE1/4 TO THE NORTHWEST CORNER OF THE NE1/4 NE1/4;

THENCE S 00 06' 07" W A DISTANCE OF 244.90 FEET ALONG THE WEST BOUNDARY OF THE NE1/4 NE1/4 TO THE POINT OF BEGINNING;

*Thence S 89 27' 03" E a distance of 327.45 feet parallel with the north boundary of Lot 1;*

*Thence N 00 06' 07" E a distance of 30.00 feet parallel with the west boundary of Lot 1;*

*Thence S 89 27' 03" E a distance of 319.58 feet parallel with the north boundary of Lot 1;*

*Thence S 00 03' 31" W a distance of 125.10 feet parallel with the east boundary of Lot 1;*

*Thence N 89 27' 03" W a distance of 118.20 feet parallel with the north boundary of Lot 1;*

*Thence S 00 03' 31" W a distance of 276.89 feet parallel with the east boundary of Lot 1 to a point on the south boundary of Lot 1;*

*Thence N 89 33' 26" W a distance of 529.12 feet along the south boundary of Lot 1 to the southwest corner of Lot 1;*

*Thence N 00 06' 07" E a distance of 372.98 feet along the west boundary of Lot 1 to the POINT OF BEGINNING*

MONARCH LANDING SUBDIVISION PHASE 1 CONTAINS 5.00 ACRES MORE OR LESS.

**EXHIBIT A-2****LEGAL DESCRIPTION FOR WATER RIGHTS ON  
LETE FAMILY REVOCABLE TRUST  
MONARCH LANDING SUBDIVISION 2**

A parcel of land being a portion of Lot 1 Block 1 of Tukila Meadow Subdivision in Book 62 at Pages 6188 & 6189 on file in the Ada County Recorder's Office laying in the NE1/4 NE1/4 of Section 14, Township 2 North, Range 1 West, Boise Meridian, Ada County Idaho, more particularly described as follows:

Commencing at the northeast corner of the NE1/4 NE1/4;

Thence N 89° 27' 03" W a distance of 1317.18 feet along the north boundary of the NE1/4 NE1/4 to the northwest corner of the NE1/4 NE1/4;

Thence S 00° 06' 07" W a distance of 30.00 feet along the west boundary of the NE1/4 NE1/4 to the northwest corner of Lot 1 Block 1 of Tukila Meadow Subdivision;

Thence S 89° 27' 03" E a distance of 327.45 feet along the north boundary of Lot 1 to the **POINT OF BEGINNING**;

Thence S 89° 27' 03" E a distance of 944.76 feet along the north boundary of Lot 1;

Thence S 44° 41' 46" E a distance of 21.30 feet along the north boundary of Lot 1 to a point on the east boundary of Lot 1;

Thence S 00° 03' 31" W a distance of 570.48 feet along the east boundary of Lot 1 to the southeast corner of Lot 1;

Thence N 89° 33' 26" W a distance of 758.51 feet along the south boundary of Lot 1;

Thence N 00° 03' 31" E a distance of 276.89 feet parallel with the east boundary of Lot 1;

Thence S 89° 27' 03" E a distance of 118.20 feet parallel with the north boundary of Lot 1;

Thence N 00° 03' 31" E a distance of 125.10 feet parallel with the east boundary of Lot 1;

Thence N 89° 27' 03" W a distance of 319.58 feet parallel with the north boundary of Lot 1;

Thence N 00° 06' 07" E a distance of 184.89 feet parallel with the west boundary of Lot 1 to the **POINT OF BEGINNING**.

This parcel contains 10.719 acres more or less.

This parcel is subject to all easements and rights-of-way of record or implied.

