

**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, October 01, 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 September 17, 2024**
- B. Accounts Payable Dated September 25, 2024, in the amount of \$500,344.22**
- C. Decision and Reasoned Statement**

- 1. Case No. 24-03-AN (Annexation) Star Acres Properties, LLC**

**D. Resolutions****1. Resolution R60-2024**

**A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE ADA COUNTY PROSECUTING ATTORNEY TO PROVIDE PROSECUTORIAL SERVICES FOR CITY MISDEMEANORS FOR THE FISCAL YEAR 2024-2025.**

**2. Resolution R61-2024**

**A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE "SERVICES AGREEMENT" WITH CRIME STOPPERS OF SOUTHWEST IDAHO, AN IDAHO NON-PROFIT CORPORATION. AUTHORIZING THE**

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MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

### 3. Resolution R62-2024

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE “*SITE LEASE AGREEMENT*” WITH ETHOS CONNECTED LLC, PURSUANT TO THE TERMS OF THE AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.

#### **E. Public Comment**

#### **F. External Reports**

#### **G. Public Hearings:**

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

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

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

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

#### **A. Consideration to approve the following Ordinances regarding Development Impact Fees. Nathan Stanley, City Clerk ACTION ITEM**

**A.1. (ORDINANCE NO. 2024-31) AN ORDINANCE, AMENDING SECTION 3 OF CHAPTER 2 OF TITLE 12 OF THE KUNA CITY CODE BY MAKING TECHNICAL CHANGES TO THE FIRE DISTRICT FEE SCHEDULE. ACTION ITEM**

**A.2. (ORDINANCE NO. 2024-32) AN ORDINANCE, AMENDING SECTION 3 OF CHAPTER 3 OF TITLE 12 OF THE KUNA CITY CODE BY MAKING TECHNICAL CHANGES TO THE KUNA POLICE DEPARTMENT IMPACT FEE SCHEDULE. ACTION ITEM**

**A.3. (ORDINANCE NO. 2024-33) AN ORDINANCE, AMENDING SECTION 4 OF CHAPTER 1 OF TITLE 12 OF THE KUNA CITY CODE BY MAKING TECHNICAL CHANGES TO THE KUNA PARK IMPACT FEE SCHEDULE. ACTION ITEM**

**A.4. (ORDINANCE NO. 2024-34) AN ORDINANCE, AMENDING TITLE 2 BY THE ADDITION OF A NEW CHAPTER 7 ADDING DEVELOPMENT IMPACT FEE ADVISORY COMMITTEES ESTABLISHED BY INTERGOVERNMENTAL AGREEMENT; AND AMENDING SECTION 2, CHAPTER 2 TITLE, 12 KUNA CITY CODE MAKING A RELATED TECHNICAL CORRECTION OF THE JOINT ADVISORY COMMITTEE DEFENITION; AND AMENDING SECTION 5 OF CHAPTER 2 OF TITLE 12**

KUNA CITY CODE PROVIDING THAT THE DISTRICT ADMINISTRATOR RATHER THAN THE CITY DETERMINES APPLICATIONS FOR DEVELOPMENT IMPACT FEE EXEMPTIONS; AND DIRECTING THE CITY CLERK; AND PROVIDING AN EFFECTIVE DATE AND PUBLICATION. **ACTION ITEM**

*Open Public Hearing*

*Receive evidence*

*Consideration to close evidence presentation and proceed to deliberation*

*Consideration to waive three readings (Motion needed for each Ordinance)*

*Consideration to approve Ordinances (Motion needed for each Ordinance)*

*Consideration to approve Summary Publications (Motion needed for each Ordinance)*

## **8. Business Items:**

- A. Consideration to approve Resolution R59-2024. Nathan Stanley, City Clerk **ACTION ITEM**

A RESOLUTION OF THE CITY COUNCIL OF CITY OF KUNA:

- Making Certain Findings; and
  - Approving and Authorizing the Mayor and City Clerk to execute on behalf of the City Council that certain Agreement with the “*City of Kuna and Kuna Rural Fire District First Amended and Reformed Intergovernmental and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements*”; and
  - Directing the City Clerk; and
  - Setting an Effective Date.
- B. Consideration to approve Resolution R58-2024 – Authorizing Mayor to Sign Agreements Accepting Ownership and Maintenance Obligations for Infrastructure Improvements (East Kuna Water and Wastewater Systems) Morgan Treasure, Economic Development Director. **ACTION ITEM**

<https://kunacity.id.gov/DocumentCenter/View/9210/R58-2024-Authorize-Mayor-to-Sign-Agreements-for-East-Kuna-WWIP-Acceptance-with-exhibitsPDF>

- C. Consideration to approve Contingency request from Park Impact Fee fund to finish Fits Roy Park. Bobby Withrow, Parks Director **ACTION ITEM**

## **9. Ordinances:**

- A. Consideration to approve Ordinance 2024-35 **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. R0615250430 OWNED BY BOYD W. ANDERSON WITHIN UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO; AND
- ESTABLISHING THE ZONING CLASSIFICATIONS OF SAID REAL PROPERTIES; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

*Consideration to waive three readings*

*Consideration to approve Ordinance*

**B. Consideration to approve Ordinance 2024-36 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. S2008233000 OWNED BY STAR ACRES PROPERTIES, 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 PROPERTIES; AND
- DIRECTING THE CITY ENGINEER AND THE CITY CLERK; 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 ramification 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, September 17, 2024**

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

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

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

*(Timestamp 00:00:19)*

#### **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 will go ahead and call this meeting to order. Nathan, would you take the roll, please?

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

**Council Member Biggs** Here.

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

**Council Member Laraway** Yes.

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**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 00:00:31)*

**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**

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*(Timestamp 00:01:07)*

- A.** Regular City Council Meeting Minutes Dated September 03, 2024
- B.** Accounts Payable Dated September 11, 2024, in the amount of \$1,418,724.13
- C.** Decision and Reasoned Statement
  - 1.** Case No. 24-03-S (Preliminary Plat) Valor West and Valor Classical Academy
- D.** Resolutions
  - 1.** Resolution R54-2024

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO SETTING FORTH FINDINGS; AND SUPERSEEDING, AMENDING, AND REFORMING CITY COUNCIL RESOLUTION R05-2024; AND ESTABLISHING FEES FOR CONNECTING TO SANITARY SEWER SYSTEM; AND ESTABLISHING MONTHLY SEWER USE FEES; AND ESTABLISHING MINIMUM SEWER LINE SIZES; AND ESTABLISHING OTHER CHARGES; AND ESTABLISHING AN EFFECTIVE DATE.

**2. Resolution R55-2024**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A NEW FEE SCHEDULE FOR TRASH COLLECTION SERVICES THAT REFLECTS A RATE INCREASE OF 3.33% FOR EACH SERVICE RELATED TO THE CITY’S COLLECTION, HAULING AND REMOVAL OF SOLID WASTE WITH ITS CONTRACTOR J&M SANITATION, WITH AN EFFECTIVE DATE OF OCTOBER 1, 2024.

**3. Resolution R56-2024**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE COST-OF-LIVING INCREASE OF THREE AND THIRTY-THREE ONE HUNDRETH PERCENT (3.33%) FOR ALL FULL-TIME CITY EMPLOYEES; ADOPTING THE FISCAL YEAR 2025 STEP AND GRADE CHART FOR ALL FULL-TIME EMPLOYEES AS ATTACHED HERETO AS EXHIBIT A; AND DECLARING THE EFFECTIVE DATE.

**4. Resolution R57-2024**

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

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

**Council Member Biggs** Second.

**Mayor Stear** We have a motion and a second. Is there any further discussion on that motion? Nathan, would you poll the council, please?

**City Clerk Nathan Stanley** Councilmember 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 00:01:07)

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

**Motion By:** Council Member Bruce

**Seconded By:** Council Member Biggs

**Further Discussion:** None

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

**Members Voting Nay:** None

**Members Absent:** Council Member McPherson

**Approved Via:** Roll Call Vote

**3-0-1**

## **E. Public Comment**

(Timestamp 00:01:31)

**Mayor Stear** Public comment. We had a few people sign up. Is there anybody didn't get to sign up who wants to?

**Unknown Speaker From Background** [*Inaudible*]

**Mayor Stear** Rich Girard.

**Rich Girard** Thank you, Mayor and Council, for the...

**City Clerk Nathan Stanley** Sir, just tap the red light there and it'll turn green for you.

**Rich Girard** Oh, thank you. Okay.

**Mayor Stear** Yeah.

**Rich Girard** Thank you, Mayor and Council for letting me talk. I'm Rich Gerard with Kuna Lutheran Church. We're at 128 E. Porter St. and I brought some of our congregation here. Actually, a good share of it. We're not very big.

*[Laughter]*

**Rich Girard** I'm here to see if I can list your help in resolving some issues we have in getting in to use our building. I brought a letter with our request and some of the outlines of some of our issues. This may not be the time that you have to want to discuss that. If we don't, maybe you could take some time at the end of the meeting to talk with us on this issue.

We've been... the building has been completed for several couple of months. We've been working on landscaping. Needless to say with the hot weather, we've been doing a lot of that ourselves. We've had some discussion with staff in regard to garbage enclosures. We're a small congregation. We don't have a kitchen, only thing we have is a coffee bar so a \$25,000 garbage enclosure is a lot of money for us, size of our congregation. But we are building it so. But my

request is that you allow us to use the building for four hours on Sunday for our worship service. If you don't mind. I would give you a letter. Would that be okay with you guys?

**Mayor Stear** Do you have a copy for everybody?

**Rich Girard** I do.

**Mayor Stear** Okay. Yeah, if you want to do that and then we'll need one for the Clerk for the record.

**Rich Girard** Yeah. Thank you, Matt.

**Council Member Biggs** Thank you, Sir.

**Rich Girard** Joe, thank you.

**Mayor Stear** Thanks, Sir.

**Rich Girard** John, thank you very much.

**Council Member Laraway** Thank you, Sir.

**Rich Girard** Chris.

**Council President Bruce** Yes, Sir. Thank you.

**Rich Girard** And one for you.

**City Clerk Nathan Stanley** Thank you, Sir.

**Rich Girard** And one for Morgan and Doug.

**City Clerk Nathan Stanley** You got it.

**Rich Girard** Thank you.

**Mayor Stear** Have you talked to anybody about a Temporary Certificate of Occupancy and some these things can get kind of?

**Rich Girard** I have. I have talked to Planning a couple of times.

**Mayor Stear** Okay.

**Rich Girard** The last time we talked about being able to have a temporary while the garbage enclosure was being built, the response was that they would talk with the garbage company. The next day I got an e-mail says the garbage enclosure has to be built before we could have an occupancy permit, even the temporary.

**Mayor Stear** Okay.

**Rich Girard** I've been over to the garbage company. We are signed up for service. We have a single cart that we're using currently.

**Mayor Stear** Okay.

**Rich Girard** We don't need a dumpster.

*[Laughter]*

**Mayor Stear** Okay. Alright. Okay. Yeah. I mean, we can take this up and get it figured out. I can talk to staff tomorrow.

**Rich Girard** Okay. Would you want to talk about it after your meeting or not?

**Mayor Stear** Um...

**Rich Girard** We have a bunch of people here and if not that's fine. They could either stay or go.

**Mayor Stear** Well, so we don't have anybody from building department that's here. We have Planning Zoning, but we don't have the building department here tonight.

**Rich Girard** That's who I've been talking to is Planning Zoning Department.

**Mayor Stear** Well, Building Department does the Certificate of Occupancy though so, I mean, they would be the ones that do the final check off, but...

**Rich Girard** Yes. No doubt, no doubt about it.

**Mayor Stear** I'll, talk.

**Rich Girard** You're correct.

**Mayor Stear** Yeah, I can get.

**Rich Girard** But we're being held up with Zoning and Planning.

**Mayor Stear** Okay.

**Rich Girard** Yeah.

**Mayor Stear** Alright, I can get with them in the morning and we can go over whatever the issue is and get it figured out. But if you don't need a dumpster, you're just using the tip cart, and I don't know what the problem would be so. We'll get it figured out.

**Rich Girard** It's kind of it's kind of a city standard type thing, everybody has to have one.

**Mayor Stear** Yeah.

**Council President Bruce** They have a way to get in touch with you?

**Rich Girard** Yes.

**Mayor Stear** Yeah, I think I still have your e-mail and everything.

**Rich Girard** Do you still have my e-mail? My phone number? I'm available, even though I live in Star, I'm out here as much as I'm in Star anymore.

*[Laughter]*

**Mayor Stear** Okay. Alright, We will get it figured out.

**Council President Bruce** It's a good-looking building.

**Rich Girard** Thank you very much. I appreciate you.

**Mayor Stear** You bet, no problem.

**Council Member Biggs** I saw the parking lot the other day.

**Council President Bruce** The building looks good.

**Council Member Biggs** And the parking lot, too.

**Mayor Stear** Yeah, looks really nice.

**Council Member Biggs** Saw it the other day.

**Mayor Stear** Greta Sinclair.

*[Short Pause]*

**Mayor Stear** Yeah. Greta Sinclair.

**Unknown Speaker From Background** She's just seconding what Rich said.

**Mayor Stear** Oh.

**Mayor Stear** Debbie Longenecker.

**Unknown Speaker From Background** So I'm kind of seconding what Rich said also, but we were talking about the grass.

**Mayor Stear** Okay.

**Unknown Speaker From Background** *[Inaudible]*

**Mayor Stear** All right. Yeah, I'll. I'll work with him.

**City Clerk Nathan Stanley** Ma'am, if you want to make comment, please go up to the podium.

**Debby Longenecker** I can do that. So, I know that Rich said something about not being able to have occupancy because we don't have our grass growing yet. And I think we were told that we can't have occupancy until we have the lawn growing and irrigation is going to be shut off on the

6th. We were thinking about hydroseeding and also somebody has said they might be able to help us with the cost for sod. So, I don't know if that's something that you guys would...

**Mayor Stear** Yeah, we can take care of it tomorrow, we'll get it figured out.

**Debby Longenecker** Yeah. Sounds good guys.

**Mayor Stear** Very good

**Council President Bruce.** Thank you.

**Mayor Stear** Michael Law.

**Michael Law** Michael Law, you all know me.

*[Laughter]*

**Michael Law** I'm here for a different reason and it's going to be following shortly thereafter and that's a happy Constitution Day. As constitutional representatives, you represent the people. But the thing with the Constitution Day that I have a little bit of trouble with every year is, do we really put any importance in it? Do we draw nearer to the Constitution with our mouths and with our lips? Honor the Constitution, but our hearts are far from the Constitution. I think we have to do more than just read because we talk about, you know, getting Congress and everybody else to read the Constitution. But I think we have to go further than just read the Constitution. We have to understand it and how it applies to us. Quick example, we the people give you authority and power and any authority or power that we as individuals do not have, we cannot give to our representatives. We have to understand that vital most important part of the Constitution, which is in the preamble, we the people, do ordain and establish this Constitution for the United States of America. And I think we fail miserably from top to bottom on that. And so, I think with this Constitution Day, I hope we will resolve more, not just to read it, but to understand the principles behind it and follow it because that is where our problem is, is we're not following it. And so, with that, I hope you will also push not just for reading it and making a Constitution Day or Constitution week, but entail learning about it and applying it. That's all I have to say.

**Mayor Stear** Well said, thank you, Sir.

**Michael Law** I appreciate that.

**Council President Bruce** Thank you.

**Mayor Stear** Beverly Wolf.

**Beverly Wolf** Good evening, Beverly Wolf, 3420 W Commemoration, Meridian. Thank you for always letting me speak and hearing me. I know I can't always make a big difference, but I have things to say because I am a taxpayer here. I've been here for a couple of years now and I see more fees are going to be voted in tonight and the full amendment on the sewer. So, question I have, which I know this is not Q&A, but maybe you can tell me who to talk to after, is I was

researching on the latecomers fund, and the fact that the sewer line gets put in at a larger size by the developers because you ask them to and that they get a kickback for later. It's kind of a sticking in my craw because most of the developing going on here is on farmland. So, who pays for the loss of farmland? It seems to me that the sewer lines they put in for their developers, and I've heard a lot of their arguments and oh, what woe is us? We have to pay for this. We have to pay for that. The bottom line is they wouldn't be here doing it if they weren't making money, and most of them make money and take it away, right? How many of them actually live here?

So, my question is, who can I talk to? And maybe somebody can tell me after the meeting about latecomer's fund to explain that to me because my sewer bills going up everybody's sewers bills going up everybody's water bills going up, everybody's taxes are going up and we're not all making the increase in percentage that you're taking from us. So, people are going to struggle. People are going to hurt. And even the developing that's happening so quickly here, why doesn't that keep up? Why aren't the addition of homes and families here paying the difference that's needed on utilities? I just have a lot of questions. I always appreciate that you hear me, and I thank you for your time.

**Mayor Stear** Of you are more than welcome to come in and visit with me anytime you would like. I'll be happy to do that.

**Beverly Wolf** Thank you.

**Mayor Stear** So, yeah. And that's all I had signed up. Was there anybody else who wanted to address the Council?

*[Brief Pause]*

**Mayor Stear** All right. Thank you very much.

## **F. External Reports**

*(Timestamp 00:13:35)*

### **A. Constitution Week Proclamation. Mayor Stear.**

**Mayor Stear** Next, we have Constitution Week proclamation. I enjoy this one. This is good.

Whereas the Constitution of the United States of America, the guardian of our liberties, embodies the principles of limited government in a Republic dedicated to rule by law. And whereas September 17th, 2024, marks the 237th anniversary of the drafting of the Constitution of the United States of America, by the Constitutional Convention, and whereas it is fitting and proper to accord official recognition of this magnificent document and its memorable anniversary and to the patriotic celebrations which will commemorate the occasion. And whereas public law 915 guarantees the issuing of a proclamation each year by the President of the United States of America, designating September 17th through September 23rd as Constitution Week. Now,

therefore, I Joe Stear, Mayor of the City of Kuna, Idaho do hereby proclaim September 17th through the 23rd, 2024, as Constitution Week in the City of Kuna, and urge all citizens to study the Constitution and reflect on the privilege of being an American. With all the rights and responsibilities which that privilege involves.

And we have Linda Tomlinson here from DAR. She's the one that brings us this proclamation each year. I'll go ahead and sign this and get you a copy of it right now.

**Council President Bruce** Thank you, miss Linda.

*[Presents Proclamation]*

**Mayor Stear** Thank you so much.

### **G. Public Hearings:**

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

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

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

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

*(Timestamp 00:16:19)*

- A.** Consideration to approve Resolution R53-2024 Water System Fees and Policies. Jared Empey, City Treasurer. **ACTION ITEM**

A RESOLUTION AMENDING PORTIONS OF RESOLUTION R04-2024 SETTING FORTH THE AUTHORITY FOR ADOPTING WATER CONNECTION FEES AND MONTHLY WATER SERVICE RATES; ESTABLISHING FEES FOR CONNECTING TO THE WATER SYSTEM; ESTABLISHING WATER USE FEES THAT ARE NOW AMENDED WITH WATER RATE CHANGES FOR ALL CUSTOMERS; PROVIDING FOR MISCELLANEOUS WATER CUSTOMER SERVICE POLICIES; SETING FORTH MINIMUM LINE SIZES; REPEALING FEES ESTABLISHED BY EARLIER RESOLUTIONS; AND SETING AN EFFECTIVE DATE.

*Open Public Hearing*

*Receive evidence*

*Consideration to close evidence presentation and proceed to deliberation*

**Mayor Stear** All right, that takes us to public hearings. Item GA consideration to approve Resolution R53-2024 water system fees and policies, Jared Empey.

**City Treasurer Jared Empey** Good evening, Mayor and City Council, Jared Empey City Treasurer. Before you tonight is Resolution 53-2024. This is similar to the resolution on sewer rates and trash rates in that the user rate, so the base rate is scheduled for a 3.33% COLA increase. This was calculated based on the CPI change for the month of, from the prior year. And

this is to pay for operations and maintenance only within the water system as it as it is existing, it's not to increase the system or to expand the system. With this, the only reason that this is coming before you as a public hearing is because one of the fees, the water meter fee, which is paid at the time of building permit by builders is increasing beyond the 5% number. The required 5% increase. It's because we hadn't updated it in quite a while and so I got the updated numbers from *core and main* and that is the reason for the public hearing. And so the only fee that's truly increasing beyond the 5% required number is, as I said, the water meters and the main one that people use is the three-quarter inch meter. Which is increasing from about \$290.00 to \$662.00 and that's a reflection on the fact that we haven't increased it in quite a few years. So that's the reason for the public hearing. So with this, a typical customer should expect the water bill to increase about \$0.64. If that customer uses 5,000 gallons or less per month, and if you're a senior residential that should be about \$0.50 per month. And so the cumulative effect of these three resolutions that come before you today, if you're a residential user it's uh, \$2.82 and senior residential is \$2.36. And so again, we want to make sure that we're staying ahead of inflation and making sure that we take increases slowly instead of making large increases to make up for not increasing as we go along and if you have any questions, I'd be happy to stand for those questions.

**Mayor Stear** Okay, questions for Jared?

**Council Member Laraway** I got one, yes, might be a silly one, but how do we identify senior?

**City Treasurer Jared Empey** I believe that 'senior' is anyone who is over the age of 65 and who is using that home as his as his primary residence. In other words, if you're renting or a landlord, then it doesn't count, but if you're using that as your primary residence, then it does count.

**Council Member Laraway** So I qualify?

*[Laughter]*

**City Treasurer Jared Empey** Well, I won't. I won't comment on your age, but...

**Council Member Laraway** I was just curious how we how we found out what 'the seniors' is.

**City Treasurer Jared Empey** So we did a study in 2020 with Keller Engineering, and we developed that rate and since then, we've taken a COLA rate each, a COLA rate increase per year.

**Human Resources Director Nancy Stauffer** Do you want to know how we identify who the senior is, you come to us and bring us your driver's license.

**Council Member Laraway** Okay.

**Human Resources Director Nancy Stauffer** We make a copy of that. It goes in the file and then we change the rate.

**Council Member Laraway** Is that information put out to the public?

**Human Resources Director Nancy Stauffer** We're going to tell everyone how old you are.

*[Laughter]*

**Council Member Laraway** Okay, I didn't hear you.

*[Laughter]*

**Council Member Biggs** Something like that, calling all 65 and older. Please come into the City and register.

**Mayor Stear** All right, any further questions.

*[Short Pause]*

**Council Member Biggs** Not at this time, Sir.

**Mayor Stear** Okay, this is...

**Council President Bruce** I have one.

**Mayor Stear** Oh, I'm sorry. Go ahead.

**Council President Bruce** I have one. What's the standard for all the other cities? Do they all do the COLA every year, is this? Because I know we've seen a lot of rate increases since I've been here. And I don't remember, is it just every year that we see them or have we raised it more than one time in a year, in the last few years?

**City Treasurer Jared Empey** So Council President, we have not increased more than one time per year. In fact, I believe on the water rates, we did skip one year. So, since we enacted the change in January of 2020.

**Council President Bruce** And this is the standard that most cities in the valley use is the COLA after the annual COLA, or?

**City Treasurer Jared Empey** So I couldn't speak to exactly how other cities do it, I can only speak to how we've done it so.

**Council President Bruce** No, nothing further at this time.

**Mayor Stear** Okay, this is a public hearing and I did have one person to sign up to testify. Was there anybody else who wishes to testify in this matter and that didn't get a chance to sign in?

**Mayor Stear** Okay, Beverly Wolf.

**Beverly Wolf** Thank you. Beverly Wolf, 3420 W Commemoration Ave. in Meridian. While I can appreciate that you're increasing the rate of small amount, any rate increases effects everybody who's on limited incomes and it seems to me with all the developing that's been going on and the

houses coming in, I still don't understand why things are happening so fast and so expensive when there's so many issues to address. I really wish you would slow down. And I'm in state this quote yet again, because I'm hoping that eventually you'll hit everybody's heart and not just your head. 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. Now I get that there's a lot you guys want to do. And you want to grow, and you want to build. I've been here for two years. I read documents; I see what's happening. I see the citizens who stand up here and talk about leaking in their foundations or please, this road is too busy. Don't do this. There's so many things that you have to balance and weigh. I also see stuff like using my tax dollars, I'm assuming. To file eminent domain lawsuits, right? Doesn't that come out of my tax dollars? I don't know what to tell you. I don't have an answer. I don't know everything. I just know what I hear. I know what I've been watching. I know what I've observed here. And I wish you would slow down and look back at what you've done. Have you done it because you fear lawsuit? Because the property owner gets to say what they do and don't want to do with their land. What happens to the people who are here first? And I'm not talking about me. I'm talking about other people who've been here, who are getting pushed off their land. You know a lady not too far from where I live. Who it appears, is getting pushed out because the developer doesn't like the way her land looks. I've even seen Animal Services called on her and all she does is look like because all she wants to just live and take care of her horses. I don't know, when do you look at the people, when do you consider the citizens over the developers? Thank you.

**Council President Bruce** Can I say...

**Mayor Stear** So just a couple of points. One, there was no eminent domain lawsuit filed. We had discussed it at one time, but we didn't follow through with that.

**Beverly Wolf** Okay.

**Mayor Stear** And if people were being pushed off their land, I would have a real problem with that. People generally sell their land. So, I don't know who's been pushed off their land, but I haven't seen it.

**Beverly Wolf** It's an outside observation, it what it looks like based on what I see. You know, it's just an observation.

**Mayor Stear** Okay.

**Beverly Wolf** [*Inaudible*] It's just an observation.

**Mayor Stear** Okay. Yeah. Chris, did you have something you wanted to say?

**Council President Bruce** No, no, it's Okay. I was just addressing the growth issue. We've denied more projects recently than ever before, so...

**Mayor Stear** Yeah.

**Beverly Wolf** And I appreciate that, too. I just...

**Mayor Stear** If you want to talk some more, you'll need to come up to the... All right. Was there anybody else who wishes to testify? Yes. I'll just change your name over to the next one.

**Michael Law** Michael Law and I'm at 892 Cranesbill Ave. here in Kuna. I'll just make it real quick again, Constitution Day we're talking about. So, the Declaration of Independence started this whole thing, and in there it talks about every man created equal and everybody should be equal. Here I am hearing that which I already knew, that seniors get a little bit of a discount compared to the rest of us. So that makes them more equal than the rest of us? I understand the situation, but we have to treat everybody equally and while I'm speaking of the Declaration, the Constitution is the consummation of that Declaration. And so treating somebody with more equal than others, like giving them a discount because either they're a senior or they're a veteran or disabled, it doesn't matter. Everybody should be treated equally. And when we start having government go, and we're going to give you a discount, we're going to give you a discount. We're going to charge you. We're not going to charge you, this person. We start doing things unequally and that's what leads to inequality, not only in how government is treating others legislatively, somebody a benefit that somebody else doesn't get, we start getting unequal and that is, I believe, in violation of the very constitution that we're that we're celebrating today. Thank you.

**Council President Bruce** Thank you.

**Mayor Stear** Thank you very much. Anyone else? All right. The question is rightfully before Council.

**Council President Bruce** Do we need to close evidence presentation? Mr. Mayor, do I need to?

**Mayor Stear** Yeah.

**Council President Bruce** Do you have it? Do you guys have anything else? Any other questions to ask before?

**Council President Bruce** I make a motion that we move close evidence presentation and move to deliberation.

**Council Member Biggs** Second.

**Mayor Stear** Motion is made and seconded any discussion on that motion?

**Mayor Stear** All those in favor say 'aye.'

**All Council Members** Aye.

**Mayor Stear** Any opposed? That motion carries.

(Timestamp 00:28:28)

**Motion To:** Close Evidence Presentation And Proceed To Deliberation

**Motion By:** Council Member Bruce

**Seconded By:** Council Member Biggs

**Further Discussion:** None

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

**Members Voting Nay:** None

**Members Absent:** Council Member McPherson

**Approved Via:** Voice Vote

**3-0-1**

**Mayor Stear** Well, I think in this case like the reason he said this one was coming up for the public hearing was meter fees that were way behind what we're actually. Want to make sure that developers pay and builders pay for their fair share of these so that people aren't supplementing those costs, so, that's why this one went that's this time.

**Council President Bruce** I've always been one to add that you know the increased costs we're adding to the system, so continuing to charge for the user, for the system has always been something I've had an issue with but, I understand what he's saying with the cost-of-living adjustment. Is there any way to break that out? Where we don't raise the cost of living on the residential user but can but keep the rest of the stuff. Or is it? Do we? Have to have it all.

**Council Member Biggs** Keep the development fee.

**Council President Bruce** Right. Because some of those fees haven't been raised in a while, right? The construction, new development. Is that a Marc question?

**City Attorney Marc Bybee** Are you asking if you can charge new system users a greater rate than existing system users?

**Council President Bruce** No, if we can just raise the fee like we're going to, except for the end user of the residential user and not take the coal adjustment on them.

**City Attorney Marc Bybee** And so only take it on commercial users and industrial users is that what you're getting at?

**Council President Bruce** The rest of what's here. Or is it all in one?

**City Attorney Marc Bybee** Let me look at what your what page are you looking at in the packet.

**Council President Bruce** Starts on 137. Because I know some. Like you said, some of the fees haven't been raised in years. So, I understand that to bring them in line with the other.

**City Attorney Marc Bybee** And so what fee are you not talking about because you say the residential one?

**Council President Bruce** The cost of living for the end user, for residential users.

**City Attorney Marc Bybee** That is, which part of the resolution that that specific line appears, that line item.

**Council President Bruce** Jared, do you know exactly where it's at?

**City Treasurer Jared Empey** Yeah, it's on.

**Council President Bruce** Page one thirty, bottom of 139 the top, or top of 139, bottom of 138.

**City Treasurer Jared Empey** Yeah, so it says standard water use fee.

**City Attorney Marc Bybee** And so, I'm just looking at this paragraph. I'm sorry, Councilman Bruce, I didn't review this paragraph before we got in here. So, if I'm understanding right, you're asking if we can parse out residential users and not increase it for them.

**Council President Bruce** Right, and not take the cost-of-living adjustment on that user, on the standard water user?

**City Attorney Marc Bybee** But this standard water use fee does, is not only for residential users. Correct, Jared?

**City Treasurer Jared Empey** So Marc, so we have a residential rate, we have a senior residential rate and then we have commercial rates.

**City Attorney Marc Bybee** Okay, and so the concern I have with doing this, like Mr. Law actually stated that all users are users of the system and if we're users of the system, the purpose of these fees is not to pay for growth of the system. It actually can't be for that. But to pay for the maintenance of the system, to ensure it actually keeps performing. And I can think of in other cities to pay for when you actually have to redesign your chip system because of changes in law, those kinds of things that just come up and have to happen. And the way fees are designed to be, you can't, you know, fund a system on the back of one user to the detriment of another user, if that makes sense. So if you're going to do a fee increase. I wouldn't parse out residential users different from others, and if you choose not to do a fee increase, that would be I'd say, that it would need to go to everyone, but there's not a fee increase and then that just becomes an issue of.

**Council President Bruce** Right.

**City Attorney Marc Bybee** What Jared was getting out of falling behind inflation and what I.

**Council President Bruce** I understand that too. My thought is that, you know, everyone to experiencing inflation right now, not just the city, right? You know, we just passed a budget with so much money in the bank and then we're still, I mean, I voted 'no' on the budget as it was so. Just continuing to raise the fees for people, it's just a, it's a struggle for me. But I understand what you're saying.

**Council Member Biggs** Okay. So, and I think Jared already geared, created this, I pulled up from 2023 rates just for your own edification, just and as a recap, because I know I heard Jared say it, but the monthly base rate for this is everything 5,000 up to 5,000 gallons, everything else stays exactly the same. So, anything above 5,000 gallons usage the same rates apply, but residential goes up by \$0.64 and then the senior residential goes about \$0.50 for up to 5,000 and then commercial goes from \$19.30 to \$19.94 which is the same rate as residential and commercial oversized goes. That's the big one that goes from \$137.35 up to \$141.92.

**Council President Bruce** It's just 3.3.

**Council Member Biggs** Yes.

**Council President Bruce** Yeah.

**Council Member Biggs** I think, is the commercial a little more? Commercial is 5.54, that's why that one is much bigger, right?

**City Treasurer Jared Empey** So, Councilman Biggs, so, all of them should have received an increase of 3.33%.

**Council Member Biggs** Okay. It's just bigger because it's a bigger number to start with.

**Mayor Stear** Yeah.

**Council President Bruce** That's all I had.

**Mayor Stear** Okay. Any further questions?

**Council President Bruce** You guys have a motion? John?

**Council Member Biggs** So, I guess, I don't have a motion yet. But the consequences of not taking the increase holes from what? I guess, we, the city continues to pay higher.

**Council President Bruce** It just uses the funds that we have in the bank.

**Council Member Biggs** Right. And I just wonder what that cost is over the year, if we, if that happened? I guess it's a question for Jared.

**Mayor Stear** I think the last time we did that.

**Council Member Biggs** Where we skipped a year?

**Mayor Stear** We, and part of that was my fault, because we, I kept postponing making those increases because of the way the economy was. I didn't want to raise everybody's fees. Let that go too long and then it created a substantial increase after a period of time. And so what Jared's been doing is following the trends so that we don't get behind and we don't have to have a substantial increase like the last time we did that. I think it's a bit more shocking to have to make up a deficit than it is to keep up in the first place so we can use funds that we already have to

make up for our costs that we're putting out, but eventually that starts going in a negative direction. And we end up with bigger increases.

**City Treasurer Jared Empey** Yeah, agreed. So, as was stated, you know the scheduled increase is \$0.64 per month. So what that entails is if you add up all of our users, I think I had it calculated out to where it was about 130 to 140,000 in revenue that we'd go without, without the increase.

**Council President Bruce** And I don't look at it as necessarily just the amount of increase. I look at it more as, you know, it just continues to grow every year, right. And we're adding users to it. So what in turn happens is the City's accounts continue to grow, which is government. That's why I didn't want to vote for the budget increase this year because I'd rather carry a lower balance in the account funds that we have, rather than continuing to grow it. That's why I voted no. So, it does not a dollar amount for me it was just a continued growth of fees in general. But I see what they're saying that way they're not breaking off more to someone else.

**City Attorney Marc Bybee** If I might, Mayor, so Councilman Bruce asked a question about whether this is common in other cities. And I do represent other cities. So, I get to see it, and I'd say fee increases on these user fees are very common in other cities on an annual basis. So that's something I see is it always the COLA, no, I've actually seen some cities have to take a larger than COLA because they did not increase in other years, right and so.

**Council President Bruce** The foregone.

**City Attorney Marc Bybee** I get where you're coming from as far as you know, to kind of get to that question you had, that's at least something I've experienced in other cities.

**Council President Bruce** Any other questions?

**Mayor Stear** Okay.

**Council President Bruce** I just think it's something we should look at further down the line, right? When we approve budgets from here on out, we should look at the balance that we have and maybe necessarily not continue to grow our budget every year. So. I'll make a motion that we approve resolution R53-2024.

**Council Member Laraway** Second.

**Mayor Stear** Motion is made and seconded for approval of resolution R53-2024. Is there any further discussion? All those in favor say aye. Anyone opposed?

**Mayor Stear** All those in favor say 'aye.'

**All Council Members** Aye.

**Mayor Stear** Any opposed? That motion carries.

(Timestamp 00:38:39)

**Motion To:** Approve Resolution R53-2024

**Motion By:** Council Member Bruce

**Seconded By:** Council Member Laraway

**Further Discussion:** None

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

**Members Voting Nay:** None

**Members Absent:** Council Member McPherson

**Approved Via:** Roll Call Vote

**3-0-1**

**8. Business Items:**

**9. Ordinances:**

**10. Executive Session:**

**11. Mayor/Council Announcements:**

(Timestamp 00:39:16)

**Mayor Stear** Just give you a little bit of an update we had. There's some funding. It wasn't really a grant funding, but it's funny money that's distributed to cities or health districts for education on avoiding opiate use and opioid use and we got together with the Police Department. The other, we've been using that funding here and there for things. But I think we're looking at putting together a program to work within the school district to get some resources going and do some educational series on that money, on that on that topic, using that money. It's money that they're giving out. It either goes, we can use it or it goes to health districts so with the help of Sergeant Keen and our police chief here. We're working on a program to kind of be a groundbreaker on. Putting that educational program into the school district, and I'm real pleased about that and it's not huge amounts of money, but it's enough that we can actually make a difference I think so. Real pleased with that, we're, we met this week and I think we're going to get that all started and going good so.

**Council President Bruce** Sorry, I turned it off. I remember we had D.A.R.E. when we were younger, do you remember D.A.R.E.?

**Mayor Stear** Yes.

**Council President Bruce** Yeah. Brain on drugs. The eggs.

**Mayor Stear** Yeah.

**Council Member Biggs** and M.A.D.D.

**Council President Bruce** So it's good to see, you know, the outreach to the community.

**Mayor Stear** I'm old enough, we just have blood on the highway. Just kidding. Yeah. Anyway, so that was all I had. Thanks.

**Council President Bruce** Thank you.

**12. Adjournment:**

*(Timestamp 00:41:23)*

**Mayor Stear** Anybody else have anything?

**Council President Bruce** No, Sir.

**Mayor Stear** Okay. Well, I appreciate it very much and have a great rest of your evening.

**Mayor Stear** Meeting adjourned.

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Joe L. Stear, Mayor

ATTEST:

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Nathan Stanley, City Clerk

*Minutes prepared by Cortnee Manning, Kuna City Clerk's Office & Garrett Michaelson, Deputy City Clerk  
Date Approved: CCM 09.24.2024*

City of Kuna

Payment Approval Report - City Council Approval  
 Report dates: 9/13/2024-9/26/2024

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 Sep 25, 2024 04:35PM

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>ABC STAMP, SIGNS &amp; AWARDS</b>												
277	ABC STAMP, SIGNS & AWARDS	0576269	18957	<u>NAME PLATE FOR S. BARKER, BUILDING INSPECTOR, J. MILLER, SEPT '24</u>	09/16/2024	17.84	.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	9/24		
Total 0576269:						17.84	.00					
Total ABC STAMP, SIGNS & AWARDS:						17.84	.00					
<b>ACTION GLASS &amp; WINDSHIELD REPAIR LLC</b>												
1649	ACTION GLASS & WINDSHIELD REPAIR LLC	3488	18978	<u>WINDSHIELD REPAIR TO SEWER TRUCK #04, J. DURHAM, SEPT '24</u>	09/13/2024	315.87	.00	<u>21-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	9/24		
Total 3488:						315.87	.00					
Total ACTION GLASS & WINDSHIELD REPAIR LLC:						315.87	.00					
<b>AGRI-LINES IRRIGATION, INC.</b>												
1066	AGRI-LINES IRRIGATION, INC.	INV125188	19011	<u>WHEEL LINE PUMP AT FARM, T. FLEMING, SEPT '24</u>	09/17/2024	216.40	216.40	<u>21-6090 FARM EXPENDITURES</u>	0	9/24	09/20/2024	
Total INV125188:						216.40	216.40					
Total AGRI-LINES IRRIGATION, INC.:						216.40	216.40					
<b>AIR FILTER SUPERSTORE WHOLESALE LLC</b>												
1876	AIR FILTER SUPERSTORE WHOLESALE LLC	INV122379	18940	<u>10 AIR FILTERS FOR KUNA POLICE STATION, S. HOWELL, SEPT '24</u>	09/09/2024	45.70	45.70	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	0	9/24	09/20/2024	
Total INV122379:						45.70	45.70					

City of Kuna

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total AIR FILTER SUPERSTORE WHOLESAL						45.70	45.70					
<b>ALPHA HOME PEST CONTROL, LLC</b>												
1804	ALPHA HOME PEST CONTROL, LLC	98237		<u>QUARTERLY PEST CONTROL FOR SENIOR CENTER, AUG '24</u>	08/05/2024	95.00	95.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1001	9/24	09/13/2024	
Total 98237:						95.00	95.00					
1804	ALPHA HOME PEST CONTROL, LLC	98994		<u>ALPHA ONE GUARD TREATMENT OF YELLOWJACKETS AT ARBOR RIDGE PARK, SEPT '24</u>	09/11/2024	200.00	200.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	9/24	09/13/2024	
Total 98994:						200.00	200.00					
Total ALPHA HOME PEST CONTROL, LLC:						295.00	295.00					
<b>AMERICAN AIR FILTER COMPANY INC</b>												
1842	AMERICAN AIR FILTER COMPANY INC	92074603	18899	<u>16 AMAIR C3 AIR FILTERS, M. NADEAU, SEPT '24</u>	09/12/2024	1,237.44	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	9/24		
Total 92074603:						1,237.44	.00					
Total AMERICAN AIR FILTER COMPANY INC:						1,237.44	.00					
<b>BOISE SOUND COMPANY LLC</b>												
2240	BOISE SOUND COMPANY LLC	09202024BSC		<u>ENTERTAINMENT FOR ART ATTACK FESTIVAL 2024, M. WEBB, SEPT '24</u>	09/16/2024	4,500.00	4,500.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	9/24	09/20/2024	
Total 09202024BSC:						4,500.00	4,500.00					
Total BOISE SOUND COMPANY LLC:						4,500.00	4,500.00					
<b>BUILDING KNOWLEDGE KEEPING BALANCE LLC</b>												
2321	BUILDING KNOWLEDGE KEEPING BALANCE LLC	09202024BKK		<u>YOUTH FENTANYL SUMMIT PRESENTERS FOR KUNA SCHOOL DISTRICT ON SEPT 24, 2024</u>	09/20/2024	5,500.00	5,500.00	<u>03-6354 GRANT EXPENDITURES</u>	0	9/24	09/20/2024	

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 09202024BKKB:						5,500.00	5,500.00					
Total BUILDING KNOWLEDGE KEEPING BALANCE LLC:						5,500.00	5,500.00					
<b>CENTURYLINK</b>												
62	CENTURYLINK	333971613090		<u>DEDICATED LANDLINE TO SCADA, 09/07-10/06/2024 - WATER</u>	09/07/2024	29.44	29.44	<u>20-6255 TELEPHONE EXPENSE</u>	0	9/24	09/20/2024	
62	CENTURYLINK	333971613090		<u>DEDICATED LANDLINE TO SCADA, 09/07-10/06/2024 - SEWER</u>	09/07/2024	29.44	29.44	<u>21-6255 TELEPHONE EXPENSE</u>	0	9/24	09/20/2024	
62	CENTURYLINK	333971613090		<u>DEDICATED LANDLINE TO SCADA, 09/07-10/06/2024 - P.I.</u>	09/07/2024	11.21	11.21	<u>25-6255 TELEPHONE EXPENSE</u>	0	9/24	09/20/2024	
Total 33397161309072024:						70.09	70.09					
Total CENTURYLINK:						70.09	70.09					
<b>CHRISTENSEN INC</b>												
2186	CHRISTENSEN INC	0614106-IN	18923	<u>55 GAL. DRUM OIL FOR FLEET SHOP, J. DURHAM, SEPT '24 - ADMIN</u>	09/06/2024	769.18	.00	<u>01-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	9/24		
2186	CHRISTENSEN INC	0614106-IN	18923	<u>55 GAL. DRUM OIL FOR FLEET SHOP, J. DURHAM, SEPT '24 - WATER</u>	09/06/2024	307.67	.00	<u>20-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	9/24		
2186	CHRISTENSEN INC	0614106-IN	18923	<u>55 GAL. DRUM OIL FOR FLEET SHOP, J. DURHAM, SEPT '24 - SEWER</u>	09/06/2024	307.67	.00	<u>21-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	9/24		
2186	CHRISTENSEN INC	0614106-IN	18923	<u>55 GAL. DRUM OIL FOR FLEET SHOP, J. DURHAM, SEPT '24 - P.I.</u>	09/06/2024	153.83	.00	<u>25-6305 VEHICLE MAINTENANCE &amp; REPAIR</u>	0	9/24		
Total 0614106-IN:						1,538.35	.00					
Total CHRISTENSEN INC:						1,538.35	.00					

City of Kuna

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
<b>COMPASS</b>												
4	COMPASS	0000171-IN		<u>2024 TREASURE VALLEY DIGITAL ORTHOPHOTOGRAPHY PROJECT, M. BORZICK, JULY '24 - WATER</u>	07/25/2024	705.60	705.60	<u>20-6202 PROFESSIONAL SERVICES</u>	0	9/24	09/20/2024	
4	COMPASS	0000171-IN		<u>2024 TREASURE VALLEY DIGITAL ORTHOPHOTOGRAPHY PROJECT, M. BORZICK, JULY '24 - SEWER</u>	07/25/2024	705.60	705.60	<u>21-6202 PROFESSIONAL SERVICES</u>	0	9/24	09/20/2024	
4	COMPASS	0000171-IN		<u>2024 TREASURE VALLEY DIGITAL ORTHOPHOTOGRAPHY PROJECT, M. BORZICK, JULY '24 - P.I.</u>	07/25/2024	268.80	268.80	<u>25-6202 PROFESSIONAL SERVICES</u>	0	9/24	09/20/2024	
Total 0000171-IN:						1,680.00	1,680.00					
Total COMPASS:						1,680.00	1,680.00					
<b>CORE &amp; MAIN LP</b>												
63	CORE & MAIN LP	V671301		<u>METERS, GASKETS AND RINGS, J. OSBORN, SEPT '24</u>	09/20/2024	43,068.76	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	9/24		
Total V671301:						43,068.76	.00					
63	CORE & MAIN LP	V671316		<u>3 EA HYDRANT COUPLING ASSEMBLY, R. JONES, SEPT '24</u>	09/20/2024	735.81	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	9/24		
Total V671316:						735.81	.00					
Total CORE & MAIN LP:						43,804.57	.00					
<b>CUSTOM ELECTRIC, INC.</b>												
147	CUSTOM ELECTRIC, INC.	9380	18976	<u>TROUBLESHOOT TEN MILE LIFT STATION PUMP, T. FLEMING, SEPT '24</u>	09/11/2024	15,645.15	.00	<u>21-6166 PP&amp;E PURCHASES - OPERATIONS</u>	0	9/24		

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Total 9380:						15,645.15	.00					
147	CUSTOM ELECTRIC, INC.	9381	18975	<u>REMOVAL AND INSTALLATION OF NEW VFD AT SUTTERS MILL PI STATION. C. DEYOUNG. SEPT '24</u>	09/12/2024	6,707.00	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	9/24		
Total 9381:						6,707.00	.00					
147	CUSTOM ELECTRIC, INC.	9382	18974	<u>INSTALL OF NEW FLOW METER READOUTS AND PROGRAMMING AT TREATMENT PLANT. T. FLEMING. SEPT '24</u>	09/12/2024	7,645.00	.00	21-6150 M & R - SYSTEM	0	9/24		
Total 9382:						7,645.00	.00					
147	CUSTOM ELECTRIC, INC.	9388	19061	<u>TROUBLE SHOOT CONVEYORS WITH M. NADEAU AT NWWTP. SEPT '24</u>	09/23/2024	280.00	.00	21-6150 M & R - SYSTEM	0	9/24		
Total 9388:						280.00	.00					
147	CUSTOM ELECTRIC, INC.	9389	19062	<u>PLC PROGRAMMING AT TEN MILE LIFT STATION &amp; STARTUP OF PUMP. D. CROSSLEY. SEPT '24</u>	09/23/2024	560.00	.00	21-6150 M & R - SYSTEM	0	9/24		
Total 9389:						560.00	.00					
147	CUSTOM ELECTRIC, INC.	9390	19063	<u>TROUBLE SHOOT MIXER AT CEDAR WELL HOUSE. D. CROSSLEY. SEPT '24</u>	09/23/2024	210.00	.00	20-6150 M & R - SYSTEM	0	9/24		
Total 9390:						210.00	.00					
Total CUSTOM ELECTRIC, INC.:						31,047.15	.00					

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<b>D &amp; B SUPPLY</b>												
75	D & B SUPPLY	1871	18989	<u>STORAGE ITEMS AND RAMPS FOR 4 WHEELER, J. PEREZ, SEPT '24</u>	09/13/2024	317.92	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	9/24		
Total 1871:						317.92	.00					
75	D & B SUPPLY	2983	19013	<u>2 CYCLE OIL AND PART FOR BLOWER, R. WARWICK, SEPT '24</u>	09/17/2024	62.95	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	9/24		
75	D & B SUPPLY	2983	19013	<u>SOD KNIVES, R. WARWICK, SEPT '24</u>	09/17/2024	35.94	.00	<u>01-6175 SMALL TOOLS</u>	1004	9/24		
Total 2983:						98.89	.00					
75	D & B SUPPLY	3377	19035	<u>LEAF BLOWER, CHAIN SAW, 2 CHAIN LOOPS, AND OIL FOR THE FARM, T. FLEMING, SEPT '24</u>	09/19/2024	555.94	.00	<u>21-6175 SMALL TOOLS</u>	0	9/24		
Total 3377:						555.94	.00					
75	D & B SUPPLY	3422	19037	<u>DRUM FAN AND EXTENSION CORD, C. DEYOUNG, SEPT '24 - WATER</u>	09/19/2024	391.18	.00	<u>20-6175 SMALL TOOLS</u>	0	9/24		
75	D & B SUPPLY	3422	19037	<u>DRUM FAN AND EXTENSION CORD, C. DEYOUNG, SEPT '24 - P.I.</u>	09/19/2024	97.80	.00	<u>25-6175 SMALL TOOLS</u>	0	9/24		
Total 3422:						488.98	.00					
75	D & B SUPPLY	8704	19047	<u>PAINT MIXER, SPRAYER HOSE, COUPLER AND CLAMPS FOR THE FARM, R. HENZE, SEPT. 24</u>	09/20/2024	94.17	.00	<u>21-6175 SMALL TOOLS</u>	0	9/24		
Total 8704:						94.17	.00					

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75	D & B SUPPLY	9447	19069	<u>SPRAY TIPS, B. REED, SEPT. 24</u>	09/24/2024	15.98	.00	<u>01-6142 MAINT. &amp; REPAIR - EQUIPMENT</u>	1004	9/24		
Total 9447:						15.98	.00					
Total D & B SUPPLY:						1,571.88	.00					
<b>DAWN JUKER</b>												
2320	DAWN JUKER	09202024DJ		<u>ENTERTAINMENT FOR ART ATTACK FESTIVAL 2024, M. WEBB, SEPT '24</u>	09/16/2024	700.00	700.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	9/24	09/20/2024	
Total 09202024DJ:						700.00	700.00					
Total DAWN JUKER:						700.00	700.00					
<b>DEVON WILSON</b>												
2307	DEVON WILSON	09202024DW		<u>ENTERTAINMENT FOR ART ATTACK FESTIVAL 2024, M. WEBB, SEPT '24</u>	09/16/2024	300.00	300.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	9/24	09/20/2024	
Total 09202024DW:						300.00	300.00					
Total DEVON WILSON:						300.00	300.00					
<b>DEX IMAGING LLC</b>												
2291	DEX IMAGING LLC	AR11992381		<u>CONTRACT LEASE CHARGE, MODEL #MX2651, SERIAL #03012172, TREATMENT PLANT, SEPT '24</u>	09/19/2024	95.55	.00	<u>20-6212 RENT - EQUIPMENT</u>	0	9/24		
2291	DEX IMAGING LLC	AR11992381		<u>CONTRACT OVERAGE CHARGES, MODEL #MX2651, SERIAL #03012172, TREATMENT PLANT, SEPT '24 - WATER</u>	09/19/2024	62.15	.00	<u>20-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	9/24		
2291	DEX IMAGING LLC	AR11992381		<u>CONTRACT OVERAGE CHARGES, MODEL #MX2651, SERIAL #03012172, TREATMENT PLANT, SEPT '24 - SEWER</u>	09/19/2024	62.15	.00	<u>21-6142 MAINT. &amp; REPAIRS - EQUIPMENT</u>	0	9/24		



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				#3122R790356, CITY HALL, SEPT '24 - ADMIN	09/19/2024	32.98	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	9/24		
2291	DEX IMAGING LLC	AR11992383		CONTRACT OVERAGE CHARGES, MODEL #IMC4500, SERIAL # 3122R790389 & #3122R790356, CITY HALL, SEPT '24 - P & Z	09/19/2024	11.78	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	9/24		
2291	DEX IMAGING LLC	AR11992383		CONTRACT OVERAGE CHARGES, MODEL #IMC4500, SERIAL # 3122R790389 & #3122R790356, CITY HALL, SEPT '24 - WATER	09/19/2024	30.62	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/24		
2291	DEX IMAGING LLC	AR11992383		CONTRACT OVERAGE CHARGES, MODEL #IMC4500, SERIAL # 3122R790389 & #3122R790356, CITY HALL, SEPT '24 - SEWER	09/19/2024	30.62	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/24		
2291	DEX IMAGING LLC	AR11992383		CONTRACT OVERAGE CHARGES, MODEL #IMC4500, SERIAL # 3122R790389 & #3122R790356, CITY HALL, SEPT '24 - P.I.	09/19/2024	11.77	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/24		
Total AR11992383:						551.71	.00					
2291	DEX IMAGING LLC	AR11992384		CONTRACT OVERAGE CHARGES, MODEL #M406DN, SERIAL #JPBDC08926, B, JACKSON, SEPT '24 - ADMIN	09/19/2024	1.37	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	9/24		
2291	DEX IMAGING LLC	AR11992384		CONTRACT OVERAGE CHARGES, MODEL #M406DN, SERIAL #JPBDC08926, B, JACKSON, SEPT '24 - WATER	09/19/2024	1.80	.00	20-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/24		
2291	DEX IMAGING LLC	AR11992384		CONTRACT OVERAGE CHARGES, MODEL #M406DN, SERIAL #JPBDC08926, B, JACKSON, SEPT '24 - SEWER	09/19/2024	1.80	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/24		
2291	DEX IMAGING LLC	AR11992384		CONTRACT OVERAGE CHARGES, MODEL #M406DN, SERIAL #JPBDC08926, B, JACKSON, SEPT '24 - P.I.	09/19/2024	.49	.00	25-6142 MAINT. & REPAIRS - EQUIPMENT	0	9/24		

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Total AR11992384:						5.46	.00					
Total DEX IMAGING LLC:						923.02	.00					
<b>DS SERVICES OF AMERICA INC</b>												
2311	DS SERVICES OF AMERICA INC	24328251 0914	18861	<u>9 EACH 5 GALLON WATER BOTTLES AND COOLER RENTAL FOR CITY HALL, J. MILLER, AUG '24- ADMIN</u>	09/14/2024	47.27	47.27	<u>01-6165 OFFICE SUPPLIES</u>	0	9/24	09/20/2024	
2311	DS SERVICES OF AMERICA INC	24328251 0914	18861	<u>9 EACH 5 GALLON WATER BOTTLES AND COOLER RENTAL FOR CITY HALL, J. MILLER, AUG '24- WATER</u>	09/14/2024	32.34	32.34	<u>20-6165 OFFICE SUPPLIES</u>	0	9/24	09/20/2024	
2311	DS SERVICES OF AMERICA INC	24328251 0914		<u>9 EACH 5 GALLON WATER BOTTLES AND COOLER RENTAL FOR CITY HALL, J. MILLER, AUG '24- SEWER</u>	09/14/2024	32.34	32.34	<u>21-6165 OFFICE SUPPLIES</u>	0	9/24	09/20/2024	
2311	DS SERVICES OF AMERICA INC	24328251 0914		<u>9 EACH 5 GALLON WATER BOTTLES AND COOLER RENTAL FOR CITY HALL, J. MILLER, AUG '24- P.I</u>	09/14/2024	12.45	12.45	<u>25-6165 OFFICE SUPPLIES</u>	0	9/24	09/20/2024	
Total 24328251 091424:						124.40	124.40					
2311	DS SERVICES OF AMERICA INC	24330369 0914	18905	<u>12 EACH 5 GALLON WATER BOTTLES FOR THE PLANT, SEPT.24- WATER</u>	09/14/2024	47.21	47.21	<u>20-6165 OFFICE SUPPLIES</u>	0	9/24	09/20/2024	
2311	DS SERVICES OF AMERICA INC	24330369 0914	18905	<u>12 EACH 5 GALLON WATER BOTTLES FOR THE PLANT, SEPT.24- SEWER</u>	09/14/2024	47.21	47.21	<u>21-6165 OFFICE SUPPLIES</u>	0	9/24	09/20/2024	
2311	DS SERVICES OF AMERICA INC	24330369 0914		<u>12 EACH 5 GALLON WATER BOTTLES FOR THE PLANT, SEPT.24- P.I</u>	09/14/2024	17.98	17.98	<u>25-6165 OFFICE SUPPLIES</u>	0	9/24	09/20/2024	
Total 24330369 091424:						112.40	112.40					

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2311	DS SERVICES OF AMERICA INC	24336182 0914		14 EACH 5 GALLON WATER BOTTLES AND ONE COOLER RENTAL FOR PARKS SHOP. AUG. 24	09/14/2024	118.80	118.80	01-6165 OFFICE SUPPLIES	1004	9/24	09/20/2024	
Total 24336182 091424:						118.80	118.80					
Total DS SERVICES OF AMERICA INC:						355.60	355.60					
<b>DUBOIS CHEMICALS INC</b>												
512	DUBOIS CHEMICALS INC	IN-30332970	18935	TOTE OF CHLORINE FOR DANSKIN WELL, D. CROSSLEY, SEPT '24	09/12/2024	1,316.70	.00	20-6151 M & R - PROCESS CHEMICALS	0	9/24		
Total IN-30332970:						1,316.70	.00					
Total DUBOIS CHEMICALS INC:						1,316.70	.00					
<b>DYNA PARTS LLC</b>												
2115	DYNA PARTS LLC	304457	18969	OIL FILTERS FOR FLEET INVENTORY, J. DURHAM, SEPT. 24- ADMIN	09/12/2024	65.13	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/24		
2115	DYNA PARTS LLC	304457	18969	OIL FILTERS FOR FLEET INVENTORY, J. DURHAM, SEPT. 24- WATER	09/12/2024	26.05	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/24		
2115	DYNA PARTS LLC	304457	18969	OIL FILTERS FOR FLEET INVENTORY, J. DURHAM, SEPT. 24- SEWER	09/12/2024	26.05	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/24		
2115	DYNA PARTS LLC	304457	18969	OIL FILTERS FOR FLEET INVENTORY, J. DURHAM, SEPT. 24- P.I	09/12/2024	13.03	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	9/24		
Total 304457:						130.26	.00					
2115	DYNA PARTS LLC	304639	18996	OIL FOR FLEET SUPPLIES, J. DURHAM, SEPT '24- ADMIN	09/16/2024	24.49	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/24		
2115	DYNA PARTS LLC	304639	18996	OIL FOR FLEET SUPPLIES, J. DURHAM, SEPT '24- WATER	09/16/2024	9.79	.00	20-6305 VEHICLE MAINTENANCE &				

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								REPAIRS	0	9/24		
2115	DYNA PARTS LLC	304639	18996	OIL FOR FLEET SUPPLIES, J. DURHAM, SEPT '24- SEWER	09/16/2024	9.79	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/24		
2115	DYNA PARTS LLC	304639		OIL FOR FLEET SUPPLIES, J. DURHAM, SEPT '24- P.I	09/16/2024	4.90	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	9/24		
2115	DYNA PARTS LLC	304639		RETURN/CREDIT OF 2 QT MOTOR OIL FOR FLEET ON INVOICE 304392, J DURHAM, SEPT. 24- ADMIN	09/16/2024	-6.79	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/24		
2115	DYNA PARTS LLC	304639		RETURN/CREDIT OF 2 QT MOTOR OIL FOR FLEET ON INVOICE 304392, J DURHAM, SEPT. 24- WATER	09/16/2024	-2.72	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/24		
2115	DYNA PARTS LLC	304639		RETURN/CREDIT OF 2 QT MOTOR OIL FOR FLEET ON INVOICE 304392, J DURHAM, SEPT. 24- SEWER	09/16/2024	-2.72	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/24		
2115	DYNA PARTS LLC	304639		RETURN/CREDIT OF 2 QT MOTOR OIL FOR FLEET ON INVOICE 304392, J DURHAM, SEPT. 24- P.I	09/16/2024	-1.35	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	9/24		
Total 304639:						35.39	.00					
2115	DYNA PARTS LLC	304721		OIL FILTERS FOR FLEET INVENTORY, J. DURHAM, SEPT. 24- ADMIN	09/17/2024	14.20	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/24		
2115	DYNA PARTS LLC	304721		OIL FILTERS FOR FLEET INVENTORY, J. DURHAM, SEPT. 24- WATER	09/17/2024	5.68	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/24		
2115	DYNA PARTS LLC	304721		OIL FILTERS FOR FLEET INVENTORY, J. DURHAM, SEPT. 24- SEWER	09/17/2024	5.68	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/24		
2115	DYNA PARTS LLC	304721		OIL FILTERS FOR FLEET INVENTORY, J. DURHAM, SEPT. 24- P.I	09/17/2024	2.84	.00	25-6305 VEHICLE MAINTENANCE & REPAIR	0	9/24		

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Total 304721:						28.40	.00					
2115	DYNA PARTS LLC	304805	19023	<u>CREDIT/RETURN BATTERIES ON INVOICES 235270 SEWER TRUCK 23 &amp; 233416 SEWER TRUCK 20, J. DURHAM, SEPT. 24</u>	09/18/2024	-240.64	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/24		
2115	DYNA PARTS LLC	304805	19023	<u>BATTERIES FOR SEWER TRUCK, J. DURHAM, SEPT. 24</u>	09/18/2024	545.48	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/24		
2115	DYNA PARTS LLC	304805		<u>CREDIT OF CORE DEPOSIT ON INVOICES 235270 &amp; 233416, SEWER TRUCKS, SEPT. 24</u>	09/18/2024	-36.00	.00	21-6097 DEPOSITS ON ACCOUNT	0	9/24		
2115	DYNA PARTS LLC	304805		<u>CORE DEPOSIT ON INVOICE 304805, SEPT. 24</u>	09/18/2024	43.19	.00	21-6097 DEPOSITS ON ACCOUNT	0	9/24		
Total 304805:						312.03	.00					
2115	DYNA PARTS LLC	305049	19057	<u>FILTERS FOR STOCK SUPPLY, J. DURHAM, SEPT '24</u>	09/23/2024	49.16	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	9/24		
Total 305049:						49.16	.00					
2115	DYNA PARTS LLC	305117	19073	<u>GASKET FOR PARKS COMPRESSOR, J.DURHAM, SEPT.'24</u>	09/24/2024	2.06	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	9/24		
Total 305117:						2.06	.00					
Total DYNA PARTS LLC:						557.30	.00					
<b>ELAM &amp; BURKE</b>												
796	ELAM & BURKE	210259		<u>LEGAL SERVICES, GENERAL REPRESENTATION, 08/02-08/31/24 - KUNA URBAN RENEWAL</u>	08/31/2024	875.00	875.00	52-6202 PROFESSIONAL SERVICES	0	9/24	09/20/2024	

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Total 210259:						875.00	875.00					
Total ELAM & BURKE:						875.00	875.00					
<b>FERGUSON ENTERPRISES INC</b>												
219	FERGUSON ENTERPRISES INC	0902261	18997	<u>VALVES FOR PATAGONIA, C. REGLI, SEPT '24</u>	09/16/2024	1,389.72	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1312	9/24		
Total 0902261:						1,389.72	.00					
219	FERGUSON ENTERPRISES INC	0902366	19004	<u>REPLACEMENT AIR VENT FOR BOOSTER PUMP AT BUTLER WELL, M. DAVILA, SEPT '24</u>	09/16/2024	518.04	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	9/24		
Total 0902366:						518.04	.00					
Total FERGUSON ENTERPRISES INC:						1,907.76	.00					
<b>FRED C PIERCE III</b>												
2309	FRED C PIERCE III	09202024FP		<u>ENTERTAINMENT FOR ART ATTACK FESTIVAL 2024. M. WEBB, SEPT '24</u>	09/16/2024	300.00	300.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	9/24	09/20/2024	
Total 09202024FP:						300.00	300.00					
Total FRED C PIERCE III:						300.00	300.00					
<b>FREUND PROPERTIES LLC</b>												
2014	FREUND PROPERTIES LLC	9491		<u>NEW DELL DESKTOP PC FOR MAYOR STEAR, SEPT '24 - ADMIN</u>	09/18/2024	945.32	945.32	<u>01-6141 IT SMALL EQUIPMENT</u>	0	9/24	09/20/2024	
2014	FREUND PROPERTIES LLC	9491		<u>NEW DELL DESKTOP PC FOR MAYOR STEAR, SEPT '24 - WATER</u>	09/18/2024	42.02	42.02	<u>20-6141 IT SMALL EQUIPMENT</u>	0	9/24	09/20/2024	
2014	FREUND PROPERTIES LLC	9491		<u>NEW DELL DESKTOP PC FOR MAYOR STEAR, SEPT '24 - SEWER</u>	09/18/2024	42.02	42.02	<u>21-6141 IT SMALL EQUIPMENT</u>	0	9/24	09/20/2024	

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2014	FREUND PROPERTIES LLC	9491		<u>NEW DELL DESKTOP PC FOR MAYOR STEAR, SEPT '24 - P.I.</u>	09/18/2024	21.00	21.00	<u>25-6141 IT SMALL EQUIPMENT</u>	0	9/24	09/20/2024	
Total 9491:						1,050.36	1,050.36					
Total FREUND PROPERTIES LLC:						1,050.36	1,050.36					
<b>GREGORY ALLWORTH</b>												
2310	GREGORY ALLWORTH	09202024GA		<u>ENTERTAINMENT FOR ART ATTACK FESTIVAL 2024. M. WEBB, SEPT '24</u>	09/16/2024	300.00	300.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	9/24	09/20/2024	
Total 09202024GA:						300.00	300.00					
Total GREGORY ALLWORTH:						300.00	300.00					
<b>GREGORY LYNN TEWALT</b>												
2308	GREGORY LYNN TEWALT	09202024GLT		<u>ENTERTAINMENT FOR ART ATTACK FESTIVAL 2024. M. WEBB, SEPT '24</u>	09/16/2024	300.00	300.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	9/24	09/20/2024	
Total 09202024GLT:						300.00	300.00					
Total GREGORY LYNN TEWALT:						300.00	300.00					
<b>H.S. CALHOUN LLC</b>												
2300	H.S. CALHOUN LLC	1295		<u>REVISED PARTIAL ACQUISITIONS ON 762 E WYTHE CT. KAY &amp; AVALON SIGNAL PROJECT, SEPT '24</u>	09/20/2024	1,250.00	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	0	9/24		
Total 1295:						1,250.00	.00					
Total H.S. CALHOUN LLC:						1,250.00	.00					
<b>HD SUPPLY INC</b>												
265	HD SUPPLY INC	INV00480128	19030	<u>2 PACKS OF PLANT PRO PRE-WEIGHED FILTERS, D. CROSSLEY, SEPT '24</u>	09/11/2024	338.60	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	9/24		

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Total INV00480128:						338.60	.00					
265	HD SUPPLY INC	INV00481139	18966	<u>CHLORINE DISPENSERS FOR LAGOONS, D. CROSSLEY, SEPT '24</u>	09/11/2024	373.98	.00	21-6150 M & R - SYSTEM	0	9/24		
Total INV00481139:						373.98	.00					
265	HD SUPPLY INC	INV00483488	18977	<u>CHLORINE METER, D. CROSSLEY, SEPT. 24</u>	09/13/2024	703.37	.00	21-6150 M & R - SYSTEM	0	9/24		
Total INV00483488:						703.37	.00					
265	HD SUPPLY INC	INV00483522	18901	<u>41 BOXES DISPOSABLE GLOVES, M. NADEAU, SEPT '24</u>	09/13/2024	958.00	.00	21-6150 M & R - SYSTEM	0	9/24		
Total INV00483522:						958.00	.00					
265	HD SUPPLY INC	INV00483628	18901	<u>10 BOXES DISPOSABLE GLOVES, M. NADEAU, SEPT '24</u>	09/13/2024	145.91	.00	21-6150 M & R - SYSTEM	0	9/24		
Total INV00483628:						145.91	.00					
265	HD SUPPLY INC	INV00483693	18901	<u>11 BOXES DISPOSABLE GLOVES, M. NADEAU, SEPT '24</u>	09/13/2024	150.15	.00	21-6150 M & R - SYSTEM	0	9/24		
Total INV00483693:						150.15	.00					
265	HD SUPPLY INC	INV00483716	18901	<u>21 BOXES DISPOSABLE GLOVES, M. NADEAU, SEPT '24</u>	09/13/2024	312.71	.00	21-6150 M & R - SYSTEM	0	9/24		
Total INV00483716:						312.71	.00					
Total HD SUPPLY INC:						2,982.72	.00					

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<b>HDR ENGINEERING INC</b>												
1646	HDR ENGINEERING INC	1200654697		<u>PROFESSIONAL SERVICES WATER SYSTEM MASTER PLAN FROM 06/28/24-08/24/24, D. CROSSLEY</u>	09/12/2024	3,398.10	.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	9/24		
1646	HDR ENGINEERING INC	1200654697		<u>PROFESSIONAL SERVICES WATER SYSTEM MASTER PLAN FROM 06/28/24-08/24/24, D. CROSSLEY</u>	09/12/2024	3,399.00	.00	<u>20-6021 GRANT EXPENDITURES</u>	0	9/24		
Total 1200654697:						6,797.10	.00					
Total HDR ENGINEERING INC:						6,797.10	.00					
<b>IDAHO POWER CO</b>												
38	IDAHO POWER CO	08302024IP		<u>ELECTRIC SERVICE 07/11/24-08/21/24 - STREET LIGHTS</u>	08/30/2024	5,589.79	5,589.79	<u>01-6290 UTILITIES</u>	1002	9/24	09/13/2024	
38	IDAHO POWER CO	08302024IP		<u>ELECTRIC SERVICE 07/11/24-08/21/24 - WATER</u>	08/30/2024	199.25	199.25	<u>20-6290 UTILITIES EXPENSE</u>	0	9/24	09/13/2024	
Total 08302024IP:						5,789.04	5,789.04					
Total IDAHO POWER CO:						5,789.04	5,789.04					
<b>IDAHO PRESS TRIBUNE, LLC</b>												
1802	IDAHO PRESS TRIBUNE, LLC	48357	18900	<u>AD #556191, LEGAL NOTICE, CASE NO 24-05-SUP SPECIAL USE PERMIT - J &amp; M SANITATION SOLAR PROJECT, T. IRISH, SEPT '24</u>	09/06/2024	37.38	37.38	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	9/24	09/13/2024	
Total 48357:						37.38	37.38					
1802	IDAHO PRESS TRIBUNE, LLC	48479	18893	<u>AD #555048, LEGAL NOTICE OF PUBLIC HEARING TO CONSIDER ADOPTING RESOLUTION NO R53-2024, WATER FEES UPDATE, N. STANLEY, SEPT '24</u>	09/13/2024	165.24	165.24	<u>01-6125 LEGAL PUBLICATIONS</u>	0	9/24	09/20/2024	

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Total 48479:						165.24	165.24					
1802	IDAHO PRESS TRIBUNE, LLC	48480	18953	<u>AD#557569, LEGAL NOTICE OF PUBLIC HEARINGS FOR IMPACT FEES PURSUANT TO IDAHO CODE 67-8206(3), 67-6509 (A), AND 63-1311A, N. STANLEY, SEPT '24</u>	09/13/2024	110.16	110.16	<u>01-6125 LEGAL PUBLICATIONS</u>	0	9/24	09/20/2024	
Total 48480:						110.16	110.16					
1802	IDAHO PRESS TRIBUNE, LLC	48582	18947	<u>AD #558413, LEGAL NOTICE, CASE NOS 24-05-AN AND 24-02-DA ANNEXATION OF 4 ACRES FOR KUNA MORA BUSINESS CENTER, T. IRISH, SEPT '24</u>	09/18/2024	43.30	43.30	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	9/24	09/20/2024	
Total 48582:						43.30	43.30					
1802	IDAHO PRESS TRIBUNE, LLC	48583	18948	<u>AD #558415, CASE NOS 24-01-CPF AND 22-02-DA MODIFICATION LAMP DISTRICT 6 LOTS INTO ONE, T. IRISH, SEPT '24</u>	09/18/2024	44.78	44.78	<u>01-6125 LEGAL PUBLICATIONS</u>	1003	9/24	09/20/2024	
Total 48583:						44.78	44.78					
Total IDAHO PRESS TRIBUNE, LLC:						400.86	400.86					
<b>IDAHO STATE POLICE</b>												
1509	IDAHO STATE POLICE	09092024IDSP		<u>BACKGROUND CHECKS, T. GIRAUD, S25004766, AUG '24 - SEWER</u>	09/09/2024	33.25	.00	<u>21-5950 TEAM BUILDING, ONBOARDING</u>	0	9/24		
Total 09092024IDSP:						33.25	.00					
Total IDAHO STATE POLICE:						33.25	.00					

**IDAHO STATE TREASURER'S OFFICE**

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1965	IDAHO STATE TREASURER'S OFFICE	09112024IST		<u>ESCHEAT PAYABLES TO THE STATE TREASURER'S OFFICE, SEPT '24</u>	09/11/2024	306.66	306.66	20-2201_ESCHEAT PAYABLE	0	9/24	09/13/2024	
Total 09112024IST:						306.66	306.66					
Total IDAHO STATE TREASURER'S OFFICE:						306.66	306.66					
<b>IDAHO TOOL &amp; EQUIPMENT, INC.</b>												
1667	IDAHO TOOL & EQUIPMENT, INC.	2409-078045	19027	<u>TOOLS FOR SEWER DEPT. J. BOSTON, SEPT '24</u>	09/18/2024	1,628.39	.00	21-6175_SMALL TOOLS	0	9/24		
Total 2409-078045:						1,628.39	.00					
1667	IDAHO TOOL & EQUIPMENT, INC.	2409-078220	19049	<u>SMALL TOOLS FOR SEWER DEPT. S. HARMON, SEPT '24</u>	09/20/2024	814.60	.00	21-6175_SMALL TOOLS	0	9/24		
Total 2409-078220:						814.60	.00					
Total IDAHO TOOL & EQUIPMENT, INC.:						2,442.99	.00					
<b>INTEGRITY PUMP SOLUTIONS INC</b>												
2032	INTEGRITY PUMP SOLUTIONS INC	Y24M8-715	18979	<u>REPAIR KIT FOR LAGOON BLOWER AT FARM. ADD'L CHARGES TO FOLLOW AFTER TECHS COMPLETE WORK. T. FLEMING, SEPT '24</u>	09/12/2024	35,207.00	.00	21-6166_PP&E PURCHASES - OPERATIONS	0	9/24		
Total Y24M8-715:						35,207.00	.00					
Total INTEGRITY PUMP SOLUTIONS INC:						35,207.00	.00					
<b>IRMINGER CONSTRUCTION</b>												
188	IRMINGER CONSTRUCTION	24023-01	19066	<u>40 MBR LATCHES, T. FLEMING, SEPT '24</u>	09/23/2024	5,080.00	.00	21-6142_MAINT. & REPAIRS - EQUIPMENT	0	9/24		
Total 24023-01:						5,080.00	.00					

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Total IRMINGER CONSTRUCTION:						5,080.00	.00					
<b>J &amp; M SANITATION, INC.</b>												
230	J & M SANITATION, INC.	09062024-091		<u>SANITATION RECEIPT TRANSFER, 9/6-12/2024</u>	09/13/2024	110,259.95	110,259.95	26-7000 SOLID WASTE SERVICE FEES	0	9/24	09/13/2024	
230	J & M SANITATION, INC.	09062024-091		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 9/6-12/2024</u>	09/13/2024	-10,893.68	-10,893.68	01-4170 FRANCHISE FEES	0	9/24	09/13/2024	
Total 09062024-09122024:						99,366.27	99,366.27					
230	J & M SANITATION, INC.	09132024-091		<u>SANITATION RECEIPT TRANSFER, 09/13-09/19/2024</u>	09/20/2024	141,949.97	141,949.97	26-7000 SOLID WASTE SERVICE FEES	0	9/24	09/20/2024	
230	J & M SANITATION, INC.	09132024-091		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 09/13-09/19/2024</u>	09/20/2024	-14,024.66	-14,024.66	01-4170 FRANCHISE FEES	0	9/24	09/20/2024	
Total 09132024-09192024:						127,925.31	127,925.31					
Total J & M SANITATION, INC.:						227,291.58	227,291.58					
<b>JACK HENRY &amp; ASSOCIATES, INC.</b>												
1328	JACK HENRY & ASSOCIATES, INC.	4743864		<u>MONTHLY ACH PMT PROCESS - AUG '24 - ADMIN</u>	09/01/2024	36.96	36.96	01-6505 BANK FEES	0	9/24	09/20/2024	
1328	JACK HENRY & ASSOCIATES, INC.	4743864		<u>MONTHLY ACH PMT PROCESS - AUG '24 - WATER</u>	09/01/2024	25.28	25.28	20-6505 BANK FEES	0	9/24	09/20/2024	
1328	JACK HENRY & ASSOCIATES, INC.	4743864		<u>MONTHLY ACH PMT PROCESS - AUG '24 - SEWER</u>	09/01/2024	25.28	25.28	21-6505 BANK FEES	0	9/24	09/20/2024	
1328	JACK HENRY & ASSOCIATES, INC.	4743864		<u>MONTHLY ACH PMT PROCESS - AUG '24 - P.I.</u>	09/01/2024	9.73	9.73	25-6505 BANK FEES	0	9/24	09/20/2024	
Total 4743864:						97.25	97.25					
Total JACK HENRY & ASSOCIATES, INC.:						97.25	97.25					

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<b>JASON LAROSE</b>												
2304	JASON LAROSE	09202024JL		<u>UMPIRE SERVICES FOR 4 SOFTBALL GAMES AT ZAMZOWS PARK FOR 09/09, 09/11, 09/16, 09/18, SEPT '24</u>	09/20/2024	200.00	200.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	9/24	09/20/2024	
Total 09202024JL:						200.00	200.00					
Total JASON LAROSE:						200.00	200.00					
<b>JENNIFER EVERHART</b>												
2262	JENNIFER EVERHART	1010		<u>34 SHIRTS WITH YOUTH COUNCIL LOGO, NOV '23</u>	11/19/2023	340.00	340.00	<u>01-6160 MISCELLANEOUS EXPENSES</u>	0	9/24	09/20/2024	
2262	JENNIFER EVERHART	1010		<u>6 TUMBLERS WITH PARKS ART, NOV '23</u>	11/19/2023	90.00	90.00	<u>01-6165 OFFICE SUPPLIES</u>	1004	9/24	09/20/2024	
Total 1010:						430.00	430.00					
Total JENNIFER EVERHART:						430.00	430.00					
<b>KELLER ASSOCIATES, INC.</b>												
429	KELLER ASSOCIATES, INC.	0242625		<u>PROFESSIONAL SERVICES FROM 07/28/24-08/24/24 - KUNA - CITY HALL RECORD OF SURVEY</u>	09/15/2024	600.00	.00	<u>01-6202 PROFESSIONAL SERVICES</u>	0	9/24		
Total 0242625:						600.00	.00					
429	KELLER ASSOCIATES, INC.	0242685		<u>PROFESSIONAL SERVICES FROM 07/28/24-08/24/24 - KUNA - WELL 12 O&amp;M MANUAL SUPPORT</u>	09/15/2024	537.50	.00	<u>20-6202 PROFESSIONAL SERVICES</u>	0	9/24		
Total 0242685:						537.50	.00					
429	KELLER ASSOCIATES, INC.	0242866		<u>PROFESSIONAL SERVICES FROM 07/28-08/24/24 - KUNA - DEVELOPMENT PLAN REVIEW SUPPORT - WATER</u>	09/15/2024	1,608.60	.00	<u>20-6202 PROFESSIONAL SERVICES</u>	0	9/24		

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429	KELLER ASSOCIATES, INC.	0242866		<u>PROFESSIONAL SERVICES FROM 07/28-08/24/24 - KUNA - DEVELOPMENT PLAN REVIEW SUPPORT - SEWER</u>	09/15/2024	1,608.60	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	9/24		
429	KELLER ASSOCIATES, INC.	0242866		<u>PROFESSIONAL SERVICES FROM 07/28-08/24/24 - KUNA - DEVELOPMENT PLAN REVIEW SUPPORT - P.I.</u>	09/15/2024	612.80	.00	<u>25-6202 PROFESSIONAL SERVICES</u>	0	9/24		
Total 0242866:						3,830.00	.00					
Total KELLER ASSOCIATES, INC.:						4,967.50	.00					
<b>KESLING ASPHALT LLC</b>												
1940	KESLING ASPHALT LLC	1484	18982	<u>PRESSURE WASH, RE-SEAL AND RE-STRIPE PARKING LOT AT THE FARM PARK ON LINDER AND DEERFLAT, M. WEBB, SEPT '24</u>	08/26/2024	4,105.00	4,105.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	9/24	09/20/2024	
Total 1484:						4,105.00	4,105.00					
1940	KESLING ASPHALT LLC	1485	18981	<u>PRESSURE WASH, RE-SEAL AND RE-STRIPE PARKING LOT AT ARBOR RIDGE, M. WEBB, SEPT '24</u>	08/26/2024	4,750.00	4,750.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	9/24	09/20/2024	
Total 1485:						4,750.00	4,750.00					
Total KESLING ASPHALT LLC:						8,855.00	8,855.00					
<b>KM ENGINEERING LLP</b>												
2174	KM ENGINEERING LLP	23-034-09		<u>MASON CREEK GRAVITY SEWER TRUNK PHASE 2, PROJECT 23-034, INVOICE CUTOFF DATE 09/14/24</u>	09/20/2024	935.00	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	0	9/24		
Total 23-034-09:						935.00	.00					

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Total KM ENGINEERING LLP:						935.00	.00					
<b>KUNA LUMBER</b>												
499	KUNA LUMBER	A145113	18960	SCREWDRIVER AND EYEGLOSS REPAIR KIT FOR BATTERY REPLACEMENT OF SECURITY DEVICES, S. HOWELL, SEPT '24	09/11/2024	5.84	.00	01-6175 SMALL TOOLS	1004	9/24		
Total A145113:						5.84	.00					
499	KUNA LUMBER	A145115	18964	BATTERIES FOR SPRINKLER TIMERS AND SPRAY PAINT, R. WARWICK, SEPT '24	09/11/2024	30.13	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	9/24		
Total A145115:						30.13	.00					
499	KUNA LUMBER	A145118	18965	SPRINKLER PARTS FOR ARBOR RIDGE, J. PEREZ, SEPT '24	09/11/2024	80.57	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	9/24		
Total A145118:						80.57	.00					
499	KUNA LUMBER	A145139	18970	SPRAY PAINT FOR COVERING GRAFFITI, C. PORCHERON, SEPT '24	09/12/2024	11.58	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	9/24		
Total A145139:						11.58	.00					
499	KUNA LUMBER	A145145	18972	WEDGE ANCHORS FOR SEWER PLANT, W. HANCOCK, SEPT '24	09/12/2024	11.25	.00	21-6150 M & R - SYSTEM	0	9/24		
Total A145145:						11.25	.00					
499	KUNA LUMBER	A145212	19006	SCREWS FOR TEN MILE LIFT STATION AUGER, S. HARMON, SEPT '24	09/16/2024	1.89	.00	21-6150 M & R - SYSTEM	0	9/24		

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Total A145212:						1.89	.00					
499	KUNA LUMBER	A145281	19032	<u>ASSORTMENT OF TOOLS FOR SEWER DEPT, J. BOSTON, SEPT '24</u>	09/19/2024	164.81	.00	<u>21-6175 SMALL TOOLS</u>	0	9/24		
Total A145281:						164.81	.00					
499	KUNA LUMBER	B60886	18909	<u>PAINT ITEMS AND CAULK GUN FOR MOVING D. STEPHENS' DESK, J. ADAMS, SEPT '24</u>	09/04/2024	58.47	.00	<u>01-6165 OFFICE SUPPLIES</u>	1005	9/24		
Total B60886:						58.47	.00					
499	KUNA LUMBER	B60940	18928	<u>WASP SPRAY, J. LISH, SEPT '24 - WATER</u>	09/06/2024	4.78	.00	<u>20-6230 SAFETY TRAINING &amp; EQUIPMENT</u>	0	9/24		
499	KUNA LUMBER	B60940	18928	<u>WASP SPRAY, J. LISH, SEPT '24 - P.I.</u>	09/06/2024	1.20	.00	<u>25-6230 SAFETY TRAINING &amp; EQUIPMENT</u>	0	9/24		
Total B60940:						5.98	.00					
499	KUNA LUMBER	B61105	18984	<u>2 RAKES AND REPLACEMENT HANDLES, R. HENZE, SEPT '24</u>	09/13/2024	49.47	.00	<u>21-6175 SMALL TOOLS</u>	0	9/24		
Total B61105:						49.47	.00					
499	KUNA LUMBER	B61113	18993	<u>PAINT SUPPLIES FOR ZAMZOWS PARK, C. PORCHERON, SEPT '24</u>	09/13/2024	132.68	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	9/24		
Total B61113:						132.68	.00					
499	KUNA LUMBER	B61170	18999	<u>2 EA 4 INCH PVC NIPPLES, M. NADEAU, SEPT '24</u>	09/16/2024	2.68	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	9/24		

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Total B61170:						2.68	.00					
499	KUNA LUMBER	C4808	18963	<u>DOOR, SHEET ROCK AND DOOR HANDLES FOR PARKS SHOP MAINTENANCE. J. ADAMS, SEPT '24</u>	09/11/2024	1,669.31	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1004	9/24		
Total C4808:						1,669.31	.00					
Total KUNA LUMBER:						2,224.66	.00					
<b>KUNA MACHINE LLC</b>												
1775	KUNA MACHINE LLC	3044	18102	<u>5 STEEL PARK BENCHES. M. WEBB, AUG '24</u>	08/15/2024	4,326.95	4,326.95	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	9/24	09/13/2024	
Total 3044:						4,326.95	4,326.95					
1775	KUNA MACHINE LLC	3045		<u>6 PARK BENCHES WITH POWDER COATING. M. WEBB, AUG '24</u>	08/15/2024	6,671.22	6,671.22	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1004	9/24	09/13/2024	
Total 3045:						6,671.22	6,671.22					
Total KUNA MACHINE LLC:						10,998.17	10,998.17					
<b>KWIK SILVER EMBROIDERY</b>												
1769	KWIK SILVER EMBROIDERY	29314		<u>UNIFORMS FOR PARKS DEPT. M WEBB, SEPT '24</u>	09/05/2024	596.61	.00	<u>01-6285 UNIFORMS</u>	1004	9/24		
1769	KWIK SILVER EMBROIDERY	29314		<u>UNIFORMS FOR A. WENGER, SEPT '24 - WATER</u>	09/05/2024	23.10	.00	<u>20-6285 UNIFORMS EXPENSE</u>	0	9/24		
1769	KWIK SILVER EMBROIDERY	29314		<u>UNIFORMS FOR A. WENGER, SEPT '24 - SEWER</u>	09/05/2024	23.10	.00	<u>21-6285 UNIFORMS EXPENSE</u>	0	9/24		
1769	KWIK SILVER EMBROIDERY	29314		<u>UNIFORMS FOR A. WENGER, SEPT '24 - P.I.</u>	09/05/2024	8.80	.00	<u>25-6285 UNIFORMS EXPENSE</u>	0	9/24		
1769	KWIK SILVER EMBROIDERY	29314		<u>UNIFORMS FOR HR DEPT. SEPT '24 - ADMIN</u>	09/05/2024	49.70	.00	<u>01-6285 UNIFORMS</u>	0	9/24		

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1769	KWIK SILVER EMBROIDERY	29314		<u>UNIFORMS FOR HR DEPT. SEPT '24 - WATER</u>	09/05/2024	65.60	.00	<u>20-6285 UNIFORMS EXPENSE</u>	0	9/24		
1769	KWIK SILVER EMBROIDERY	29314		<u>UNIFORMS FOR HR DEPT. SEPT '24 - SEWER</u>	09/05/2024	65.60	.00	<u>21-6285 UNIFORMS EXPENSE</u>	0	9/24		
1769	KWIK SILVER EMBROIDERY	29314		<u>UNIFORMS FOR HR DEPT. SEPT '24 - P.I.</u>	09/05/2024	17.88	.00	<u>25-6285 UNIFORMS EXPENSE</u>	0	9/24		
Total 29314:						850.39	.00					
Total KWIK SILVER EMBROIDERY:						850.39	.00					
<b>L &amp; L TREE SERVICE LLC</b>												
2013	L & L TREE SERVICE LLC	09132024LLTS		<u>TRANSPLANT 2 LARGE TREES FOR ARBOR RIDGE PARKING LOT EXPANSION. M. WEBB. SEPT '24</u>	09/09/2024	2,300.00	2,300.00	<u>20-6020 CAPITAL IMPROVEMENTS</u>	0	9/24	09/13/2024	
Total 09132024LLTS:						2,300.00	2,300.00					
Total L & L TREE SERVICE LLC:						2,300.00	2,300.00					
<b>LAYNE OF IDAHO, INC.</b>												
1322	LAYNE OF IDAHO, INC.	19359	19029	<u>PUMP PARTS AND SERVICE FOR TEN MILE LIFT STATION. T. FLEMING. SEPT '24</u>	09/19/2024	16,135.92	.00	<u>21-6166 PP&amp;E PURCHASES - OPERATIONS</u>	0	9/24		
Total 19359:						16,135.92	.00					
Total LAYNE OF IDAHO, INC.:						16,135.92	.00					
<b>LUKE THOMAS RUTLEDGE</b>												
2319	LUKE THOMAS RUTLEDGE	09202024LTR		<u>ENTERTAINMENT FOR ART ATTACK FESTIVAL 2024. M. WEBB. SEPT '24</u>	09/16/2024	300.00	300.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	9/24	09/20/2024	
Total 09202024LTR:						300.00	300.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
Total LUKE THOMAS RUTLEDGE:						300.00	300.00					
<b>MATHESON TRI-GAS INC</b>												
1871	MATHESON TRI-GAS INC	0030329864		<u>HYDRAULIC GAS CYLINDER RENTAL, SEPT '24</u>	09/21/2024	115.15	.00	21-6150 M & R - SYSTEM	0	9/24		
Total 0030329864:						115.15	.00					
Total MATHESON TRI-GAS INC:						115.15	.00					
<b>MIKE J. KAUFMAN</b>												
2302	MIKE J. KAUFMAN	09202024MK		<u>UMPIRE SERVICES FOR 4 SOFTBALL GAMES AT ZAMZOWS PARK FOR 09/09, 09/11, 09/16, 09/18, SEPT '24</u>	09/20/2024	200.00	200.00	01-6135 PUBLIC ENTERTAINMENT	1004	9/24	09/20/2024	
Total 09202024MK:						200.00	200.00					
Total MIKE J. KAUFMAN:						200.00	200.00					
<b>MISCELLANEOUS #2</b>												
1849	MISCELLANEOUS #2	091324MB		<u>MIKE BORZICK, AFLAC REFUND, SEPT. 24</u>	09/13/2024	85.86	85.86	20-2150 PAYROLL DEDUCTIONS PAYABLE	0	9/24	09/13/2024	
Total 091324MB:						85.86	85.86					
Total MISCELLANEOUS #2:						85.86	85.86					
<b>MISCELLANEOUS #3</b>												
2270	MISCELLANEOUS #3	09092024JD		<u>JORDAN DURHAM, REIMBURSEMENT FOR 12" CHAINSAW BAR, SEPT '24</u>	09/09/2024	35.99	35.99	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	9/24	09/13/2024	
Total 09092024JD:						35.99	35.99					
2270	MISCELLANEOUS #3	09112024ZM		<u>ZULEMA MONTENEGRO, REIMBURSEMENT FOR HOTEL LODGING AND MEALS FOR 3CM CONFERENCE, SEPT '24</u>	09/11/2024	584.49	584.49	01-6270 TRAVEL	0	9/24	09/13/2024	

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Total 09112024ZM:						584.49	584.49					
2270	MISCELLANEOUS #3	09132024ZM		<u>ZULEMA MONTENEGRO, REIMBURSEMENT FOR ITEMS FOR SCARECROW CONTEST, SEPT '24</u>	09/13/2024	20.13	20.13	<u>01-6135 PUBLIC ENTERTAINMENT</u>	0	9/24	09/20/2024	
Total 09132024ZM:						20.13	20.13					
Total MISCELLANEOUS #3:						640.61	640.61					
<b>NICOLE OWENS</b>												
2185	NICOLE OWENS	7083		<u>BANNERS FOR ART ATTACK, SEPT. 24</u>	09/16/2024	515.00	.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	9/24		
Total 7083:						515.00	.00					
Total NICOLE OWENS:						515.00	.00					
<b>OLIVIA FROST</b>												
2318	OLIVIA FROST	09202024OF		<u>ENTERTAINMENT FOR ART ATTACK FESTIVAL 2024, M. WEBB, SEPT '24</u>	09/16/2024	200.00	200.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	9/24	09/20/2024	
Total 09202024OF:						200.00	200.00					
Total OLIVIA FROST:						200.00	200.00					
<b>PARKLAND USA</b>												
2020	PARKLAND USA	IN-248920-24		<u>UNLEADED FUEL FOR FUEL STATION, SEPT '24</u>	09/11/2024	2,720.74	.00	<u>21-6300 FUEL</u>	0	9/24		
2020	PARKLAND USA	IN-248920-24		<u>DIESEL FUEL FOR FUEL STATION, SEPT '24</u>	09/11/2024	2,089.92	.00	<u>21-6300 FUEL</u>	0	9/24		
Total IN-248920-24:						4,810.66	.00					

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2020	PARKLAND USA	IN-259952-24		<u>UNLEADED FUEL FOR FUEL STATION, SEPT '24</u>	09/19/2024	1,173.28	.00	<u>21-6300 FUEL</u>	0	9/24		
2020	PARKLAND USA	IN-259952-24		<u>DIESEL FUEL FOR FUEL STATION, SEPT '24</u>	09/19/2024	647.25	.00	<u>21-6300 FUEL</u>	0	9/24		
Total IN-259952-24:						1,820.53	.00					
Total PARKLAND USA:						6,631.19	.00					
<b>PAUL SCOTT LEDUC</b>												
2306	PAUL SCOTT LEDUC	09202024PSL		<u>ENTERTAINMENT FOR ART ATTACK FESTIVAL 2024, M. WEBB, SEPT '24</u>	09/16/2024	300.00	300.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	9/24	09/20/2024	
Total 09202024PSL:						300.00	300.00					
Total PAUL SCOTT LEDUC:						300.00	300.00					
<b>PIPECO, INC</b>												
55	PIPECO, INC	S5650002.003	18992	<u>SPRINKERS AND PIPEFITTINGS FOR PATAGONIA, C. REGLI, SEPT. 24</u>	09/13/2024	458.68	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1312	9/24		
Total S5650002.003:						458.68	.00					
55	PIPECO, INC	S5663943.001	18992	<u>SPRINKERS AND PIPEFITTINGS FOR PATAGONIA, C. REGLI, SEPT. 24</u>	09/13/2024	27.27	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	1312	9/24		
Total S5663943.001:						27.27	.00					
Total PIPECO, INC:						485.95	.00					
<b>REXEL USA, INC.</b>												
1613	REXEL USA, INC.	5N97880	19034	<u>ELECTRICAL TOOLS FOR SEWER DEPT. S. HARMON, SEPT. 24</u>	09/20/2024	1,630.00	.00	<u>21-6175 SMALL TOOLS</u>	0	9/24		

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Total 5N97880:						1,630.00	.00					
1613	REXEL USA, INC.	5N97943	19048	<u>ELECTRICAL TOOLS &amp; SUPPLIES FOR SEWER DEPT. S. HARMON, SEPT '24</u>	09/19/2024	1,534.02	.00	<u>21-6175 SMALL TOOLS</u>	0	9/24		
Total 5N97943:						1,534.02	.00					
1613	REXEL USA, INC.	7Z67596	18994	<u>BOXES FOR STREELIGHT REPAIRS, S.HOWELL, SEPT.'24</u>	09/19/2024	241.16	.00	<u>01-6150 MAINTENANCE &amp; REPAIRS - SYSTEM</u>	1002	9/24		
Total 7Z67596:						241.16	.00					
1613	REXEL USA, INC.	7Z68309	19001	<u>REPLACEMENT EMERGENCY LIGHTS FOR PARKS BATHROOM, S. HOWELL, SEPT '24</u>	09/18/2024	69.88	.00	<u>01-6140 MAINT. &amp; REPAIR BUILDING</u>	1004	9/24		
Total 7Z68309:						69.88	.00					
Total REXEL USA, INC.:						3,475.06	.00					
<b>SAFEGUARD BUSINESS SYSTEMS, INC</b>												
32	SAFEGUARD BUSINESS SYSTEMS, INC	442051	18987	<u>CHECKS, B.JACKSON, SEPT.'24 -ADMIN</u>	09/20/2024	91.80	.00	<u>01-6165 OFFICE SUPPLIES</u>	0	9/24		
32	SAFEGUARD BUSINESS SYSTEMS, INC	442051	18987	<u>CHECKS, B.JACKSON, SEPT.'24 -P&amp;Z</u>	09/20/2024	32.78	.00	<u>01-6165 OFFICE SUPPLIES</u>	1003	9/24		
32	SAFEGUARD BUSINESS SYSTEMS, INC	442051	18987	<u>CHECKS, B.JACKSON, SEPT.'24 -WATER</u>	09/20/2024	85.24	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	9/24		
32	SAFEGUARD BUSINESS SYSTEMS, INC	442051	18987	<u>CHECKS, B.JACKSON, SEPT.'24 -SEWER</u>	09/20/2024	85.24	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	9/24		
32	SAFEGUARD BUSINESS SYSTEMS, INC	442051	18987	<u>CHECKS, B.JACKSON, SEPT.'24 -P.I</u>	09/20/2024	32.79	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	9/24		



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
				<u>CENTER, J. MILLER, SEPT '24</u>	09/17/2024	184.23	.00	01-6025 JANITORIAL	1001	9/24		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-180637-1	19007	<u>PAPER, SUCKERS AND MINTS FOR CITY HALL, J. MILLER, SEPT '24- ADMIN</u>	09/17/2024	38.48	.00	01-6165 OFFICE SUPPLIES	0	9/24		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-180637-1	19007	<u>PAPER, SUCKERS AND MINTS FOR CITY HALL, J. MILLER, SEPT '24- WATER</u>	09/17/2024	26.32	.00	20-6165 OFFICE SUPPLIES	0	9/24		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-180637-1	19007	<u>PAPER, SUCKERS AND MINTS FOR CITY HALL, J. MILLER, SEPT '24- SEWER</u>	09/17/2024	26.32	.00	21-6165 OFFICE SUPPLIES	0	9/24		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-180637-1	19007	<u>PAPER, SUCKERS AND MINTS FOR CITY HALL, J. MILLER, SEPT '24- P.I</u>	09/17/2024	10.13	.00	25-6165 OFFICE SUPPLIES	0	9/24		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-180637-1	19007	<u>BINDER CLIPS FOR CLERKS, J. MILLER, SEPT '24- ADMIN</u>	09/17/2024	38.23	.00	01-6165 OFFICE SUPPLIES	0	9/24		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-180637-1	19007	<u>BINDER CLIPS FOR CLERKS, J. MILLER, SEPT '24- WATER</u>	09/17/2024	1.70	.00	20-6165 OFFICE SUPPLIES	0	9/24		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-180637-1	19007	<u>BINDER CLIPS FOR CLERKS, J. MILLER, SEPT '24- SEWER</u>	09/17/2024	1.70	.00	21-6165 OFFICE SUPPLIES	0	9/24		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-180637-1	19007	<u>BINDER CLIPS FOR CLERKS, J. MILLER, SEPT '24- P.I</u>	09/17/2024	.85	.00	25-6165 OFFICE SUPPLIES	0	9/24		
Total WO-180637-1:						327.96	.00					
2213	SOUTHWEST OFFICE SUPPLY INC	WO-180989-1	19040	<u>SMALL AND MEDIUM BINDER CLIPS FOR CITY HALL, J. MILLER, SEPT '24- ADMIN</u>	09/23/2024	16.14	.00	01-6165 OFFICE SUPPLIES	0	9/24		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-180989-1	19040	<u>SMALL AND MEDIUM BINDER CLIPS FOR CITY HALL, J. MILLER, SEPT '24- WATER</u>	09/23/2024	11.04	.00	20-6165 OFFICE SUPPLIES	0	9/24		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-180989-1	19040	<u>SMALL AND MEDIUM BINDER CLIPS FOR CITY HALL, J. MILLER, SEPT '24- SEWER</u>	09/23/2024	11.04	.00	21-6165 OFFICE SUPPLIES	0	9/24		

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2213	SOUTHWEST OFFICE SUPPLY INC	WO-180989-1	19040	<u>SMALL AND MEDIUM BINDER CLIPS FOR CITY HALL, J. MILLER, SEPT '24- P.I</u>	09/23/2024	4.26	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	9/24		
Total WO-180989-1:						42.48	.00					
2213	SOUTHWEST OFFICE SUPPLY INC	WO-181016-1	19040	<u>11x17 PAPER FOR PLANT, J. MILLER, SEPT '24- WATER</u>	09/23/2024	29.82	.00	<u>20-6165 OFFICE SUPPLIES</u>	0	9/24		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-181016-1	19040	<u>11x17 PAPER FOR PLANT, J. MILLER, SEPT '24- SEWER</u>	09/23/2024	29.82	.00	<u>21-6165 OFFICE SUPPLIES</u>	0	9/24		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-181016-1	19040	<u>11x17 PAPER FOR PLANT, J. MILLER, SEPT '24- P.I</u>	09/23/2024	11.36	.00	<u>25-6165 OFFICE SUPPLIES</u>	0	9/24		
Total WO-181016-1:						71.00	.00					
Total SOUTHWEST OFFICE SUPPLY INC:						441.44	.00					
<b>ST. LUKE'S HEALTH SYSTEM</b>												
1441	ST. LUKE'S HEALTH SYSTEM	2639897		<u>EMPLOYEE VACCINATION &amp; IMMUNIZATIONS, ACCT #487603460 T. GIRAUD, SEPT. 24</u>	09/09/2024	167.47	.00	<u>21-5950 TEAM BUILDING, ONBOARDING</u>	0	9/24		
1441	ST. LUKE'S HEALTH SYSTEM	2639897		<u>EMPLOYEE VACCINATION &amp; IMMUNIZATIONS, ACCT #487856172, B. BAUER, SEPT. 24- WATER</u>	09/09/2024	70.34	.00	<u>20-5950 TEAM BUILDING, ONBOARDING</u>	0	9/24		
1441	ST. LUKE'S HEALTH SYSTEM	2639897		<u>EMPLOYEE VACCINATION &amp; IMMUNIZATIONS, ACCT #487856172, B. BAUER, SEPT. 24- SEWER</u>	09/09/2024	70.34	.00	<u>21-5950 TEAM BUILDING, ONBOARDING</u>	0	9/24		
1441	ST. LUKE'S HEALTH SYSTEM	2639897		<u>EMPLOYEE VACCINATION &amp; IMMUNIZATIONS, ACCT #487856172, B. BAUER, SEPT. 24- P.I</u>	09/09/2024	26.79	.00	<u>25-5950 TEAM BUILDING, ONBOARDING</u>	0	9/24		
Total 2639897:						334.94	.00					

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Total ST. LUKE'S HEALTH SYSTEM:						334.94	.00					
<b>TREASURE VALLEY COFFEE</b>												
992	TREASURE VALLEY COFFEE	2160:10700205	19026	<u>COFFEE FOR THE PLANT, C.PATON, SEPT.'24- WATER</u>	09/18/2024	66.10	.00	20-6165 OFFICE SUPPLIES	0	9/24		
992	TREASURE VALLEY COFFEE	2160:10700205	19026	<u>COFFEE FOR THE PLANT, C.PATON, SEPT.'24- SEWER</u>	09/18/2024	66.10	.00	21-6165 OFFICE SUPPLIES	0	9/24		
992	TREASURE VALLEY COFFEE	2160:10700205	19026	<u>COFFEE FOR THE PLANT, C.PATON, SEPT.'24- P.I</u>	09/18/2024	25.18	.00	25-6165 OFFICE SUPPLIES	0	9/24		
Total 2160:10700205:						157.38	.00					
Total TREASURE VALLEY COFFEE:						157.38	.00					
<b>ULINE INC</b>												
2065	ULINE INC	183105415	19003	<u>LOCKER AND STOOLS FOR SEWER PLANT, D. CROSSLEY, SEPT '24</u>	09/16/2024	1,752.45	.00	21-6150 M & R - SYSTEM	0	9/24		
Total 183105415:						1,752.45	.00					
Total ULINE INC:						1,752.45	.00					
<b>ULTIMATE HEATING &amp; AIR, INC.</b>												
1538	ULTIMATE HEATING & AIR, INC.	24009903		<u>HVAC DIAGNOSTIC IN P&amp;Z AREA, SEPT. 24- ADMIN</u>	09/13/2024	33.82	33.82	01-6140 MAINT. & REPAIR BUILDING	0	9/24	09/20/2024	
1538	ULTIMATE HEATING & AIR, INC.	24009903		<u>HVAC DIAGNOSTIC IN P&amp;Z AREA, SEPT. 24- WATER</u>	09/13/2024	23.14	23.14	20-6140 MAINT. & REPAIR BUILDING	0	9/24	09/20/2024	
1538	ULTIMATE HEATING & AIR, INC.	24009903		<u>HVAC DIAGNOSTIC IN P&amp;Z AREA, SEPT. 24- SEWER</u>	09/13/2024	23.14	23.14	21-6140 MAINT. & REPAIR BUILDING	0	9/24	09/20/2024	
1538	ULTIMATE HEATING & AIR, INC.	24009903		<u>HVAC DIAGNOSTIC IN P&amp;Z AREA, SEPT. 24- P.I</u>	09/13/2024	8.90	8.90	25-6140 MAINT. & REPAIR BUILDING	0	9/24	09/20/2024	
Total 24009903:						89.00	89.00					

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Total ULTIMATE HEATING & AIR, INC.:						89.00	89.00					
<b>UNITED SITE SERVICES OF NEVADA INC</b>												
2124	UNITED SITE SERVICES OF NEVADA INC	114-13932332		<u>ADA WHEELCHAIR ACCESSIBLE PORTABLE RESTROOM RENTAL. SERVICE FOR THE FARM PARK FLEA MARKET EVENT. SEPT. 24</u>	09/16/2024	50.00	50.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	9/24	09/20/2024	
Total 114-13932332:						50.00	50.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-4789510		<u>ADA PORTABLE RESTROOM RENTAL. WEEKLY SERVICE. 09/13-09/30/24. BUTLER PARK</u>	09/13/2024	71.36	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	9/24		
2124	UNITED SITE SERVICES OF NEVADA INC	INV-4789510		<u>ADA PORTABLE RESTROOM RENTAL. WEEKLY SERVICE. 10/01-10/01/24. BUTLER PARK</u>	09/13/2024	39.64	.00	<u>01-1500 PREPAID EXPENSES</u>	0	9/24		
Total INV-4789510:						111.00	.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-4789894		<u>ADA PORTABLE RESTROOM RENTAL. WEEKLY SERVICE. 08/18-09/14/24. WINCHESTER PARK/SUTTERS MILL</u>	09/14/2024	111.00	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	9/24		
Total INV-4789894:						111.00	.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-4790100		<u>ADA PORTABLE RESTROOM RENTAL. WEEKLY SERVICE. 08/18-09/14/24- SADIE CREEK</u>	09/14/2024	111.00	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	9/24		
Total INV-4790100:						111.00	.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-4802601		<u>STANDARD PORTABLE RESTROOM RENTAL. BI-WEEKLY SERVICE. 09/19-10/16/24- BOOSTER STATION 5750 E KUNA RD</u>	09/19/2024	61.00	.00	<u>20-6212 RENT - EQUIPMENT</u>	0	9/24		

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Total INV-4802601:						61.00	.00					
Total UNITED SITE SERVICES OF NEVADA INC:						444.00	50.00					
<b>UNIVAR SOLUTIONS USA, INC.</b>												
1410	UNIVAR SOLUTIONS USA, INC.	52397851	18904	<u>43,360 LBS ALUM. M. NADEAU, SEPT '24</u>	09/05/2024	11,134.85	.00	<u>21-6151 M &amp; R - PROCESS CHEMICALS</u>	0	9/24		
Total 52397851:						11,134.85	.00					
1410	UNIVAR SOLUTIONS USA, INC.	52410673	18959	<u>6 BAGS SODIUM. M. NADEAU, SEPT. 24</u>	09/12/2024	1,035.00	.00	<u>21-6151 M &amp; R - PROCESS CHEMICALS</u>	0	9/24		
Total 52410673:						1,035.00	.00					
Total UNIVAR SOLUTIONS USA, INC.:						12,169.85	.00					
<b>UTILITY REFUND #17</b>												
2286	UTILITY REFUND #17	142025.00		<u>HATHAWAY HOMES, 919 E ODYSSEY ST UTILITY REFUND - WATER</u>	09/10/2024	68.45	.00	<u>20-4500 METERED WATER SALES</u>	0	9/24		
2286	UTILITY REFUND #17	142025.00		<u>HATHAWAY HOMES, 919 E ODYSSEY ST UTILITY REFUND - SEWER</u>	09/10/2024	13.64	.00	<u>21-4600 SEWER USER FEES</u>	0	9/24		
Total 142025.00:						82.09	.00					
2286	UTILITY REFUND #17	142056.00		<u>HATHAWAY HOMES, 1004 E ODYSSEY ST UTILITY REFUND - WATER</u>	08/28/2024	134.50	.00	<u>20-4500 METERED WATER SALES</u>	0	9/24		
2286	UTILITY REFUND #17	142056.00		<u>HATHAWAY HOMES, 1004 E ODYSSEY ST UTILITY REFUND - SEWER</u>	08/28/2024	41.96	.00	<u>21-4600 SEWER USER FEES</u>	0	9/24		
Total 142056.00:						176.46	.00					



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				<u>SPRINGS PL UTILITY REFUND - WATER</u>	09/17/2024	25.73	.00	<u>20-4500 METERED WATER SALES</u>	0	9/24		
2286	UTILITY REFUND #17	230465.06		<u>PATRICIA DAWN JACKSON HODGES, 704 S WILLOW SPRINGS PL UTILITY REFUND - SEWER</u>	09/17/2024	32.95	.00	<u>21-4600 SEWER USER FEES</u>	0	9/24		
2286	UTILITY REFUND #17	230465.06		<u>PATRICIA DAWN JACKSON HODGES, 704 S WILLOW SPRINGS PL UTILITY REFUND - TRASH</u>	09/17/2024	22.96	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/24		
Total 230465.06:						81.64	.00					
2286	UTILITY REFUND #17	242503.00		<u>TH CONSTRUCTION LLC, 135 S RYDE AVE UTILITY REFUND - WATER</u>	08/30/2024	103.33	.00	<u>20-4500 METERED WATER SALES</u>	0	9/24		
2286	UTILITY REFUND #17	242503.00		<u>TH CONSTRUCTION LLC, 135 S RYDE AVE UTILITY REFUND - SEWER</u>	08/30/2024	44.22	.00	<u>21-4600 SEWER USER FEES</u>	0	9/24		
Total 242503.00:						147.55	.00					
2286	UTILITY REFUND #17	242510.00		<u>TH CONSTRUCTION LLC, 2026 E WYTHE CREEK ST UTILITY REFUND - WATER</u>	09/06/2024	64.81	.00	<u>20-4500 METERED WATER SALES</u>	0	9/24		
2286	UTILITY REFUND #17	242510.00		<u>TH CONSTRUCTION LLC, 2026 E WYTHE CREEK ST UTILITY REFUND - SEWER</u>	09/06/2024	6.02	.00	<u>21-4600 SEWER USER FEES</u>	0	9/24		
Total 242510.00:						70.83	.00					
2286	UTILITY REFUND #17	278054.02		<u>ANTHONY A BERNARD, 8863 S PINOVA AVE UTILITY REFUND - WATER</u>	09/17/2024	25.20	.00	<u>20-4500 METERED WATER SALES</u>	0	9/24		
2286	UTILITY REFUND #17	278054.02		<u>ANTHONY A BERNARD, 8863 S PINOVA AVE UTILITY REFUND - SEWER</u>	09/17/2024	47.72	.00	<u>21-4600 SEWER USER FEES</u>	0	9/24		

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2286	UTILITY REFUND #17	278054.02		<u>ANTHONY A BERNARD, 8863 S PINOVA AVE UTILITY REFUND - TRASH</u>	09/17/2024	30.08	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/24		
Total 278054.02:						103.00	.00					
2286	UTILITY REFUND #17	293257.00		<u>CBH, 3545 W DEVOTION DR UTILITY REFUND - WATER</u>	08/28/2024	54.94	.00	<u>20-4500 METERED WATER SALES</u>	0	9/24		
2286	UTILITY REFUND #17	293257.00		<u>CBH, 3545 W DEVOTION DR UTILITY REFUND - SEWER</u>	08/28/2024	16.13	.00	<u>21-4600 SEWER USER FEES</u>	0	9/24		
Total 293257.00:						71.07	.00					
2286	UTILITY REFUND #17	300325.05		<u>IAN BREWER, 2542 N GREENVILLE AVE UTILITY REFUND - WATER</u>	09/12/2024	25.04	.00	<u>20-4500 METERED WATER SALES</u>	0	9/24		
2286	UTILITY REFUND #17	300325.05		<u>IAN BREWER, 2542 N GREENVILLE AVE UTILITY REFUND - SEWER</u>	09/12/2024	43.07	.00	<u>21-4600 SEWER USER FEES</u>	0	9/24		
2286	UTILITY REFUND #17	300325.05		<u>IAN BREWER, 2542 N GREENVILLE AVE UTILITY REFUND - TRASH</u>	09/12/2024	29.66	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/24		
Total 300325.05:						97.77	.00					
2286	UTILITY REFUND #17	302039.03		<u>ALAN C THOMPSON, 554 E MERINO ST UTILITY REFUND - WATER</u>	09/17/2024	50.59	.00	<u>20-4500 METERED WATER SALES</u>	0	9/24		
2286	UTILITY REFUND #17	302039.03		<u>ALAN C THOMPSON, 554 E MERINO ST UTILITY REFUND - SEWER</u>	09/17/2024	87.66	.00	<u>21-4600 SEWER USER FEES</u>	0	9/24		
2286	UTILITY REFUND #17	302039.03		<u>ALAN C THOMPSON, 554 E MERINO ST UTILITY REFUND - TRASH</u>	09/17/2024	65.68	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	9/24		
Total 302039.03:						203.93	.00					

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2286	UTILITY REFUND #17	304650.00		<u>CBH, 2834 N MISTY VALLEY AVE UTILITY REFUND - WATER</u>	08/30/2024	92.82	.00	<u>20-4500_METERED WATER SALES</u>	0	9/24		
2286	UTILITY REFUND #17	304650.00		<u>CBH, 2834 N MISTY VALLEY AVE UTILITY REFUND - SEWER</u>	08/30/2024	43.29	.00	<u>21-4600_SEWER USER FEES</u>	0	9/24		
Total 304650.00:						136.11	.00					
2286	UTILITY REFUND #17	311032.00		<u>TOLL BROS INC, 8400 S UPDALE AVE UTILITY REFUND - WATER</u>	08/30/2024	85.94	.00	<u>20-4500_METERED WATER SALES</u>	0	9/24		
2286	UTILITY REFUND #17	311032.00		<u>TOLL BROS INC, 8400 S UPDALE AVE UTILITY REFUND - SEWER</u>	08/30/2024	46.33	.00	<u>21-4600_SEWER USER FEES</u>	0	9/24		
Total 311032.00:						132.27	.00					
2286	UTILITY REFUND #17	318321.02		<u>TROY EMMETT HORN, 1092 E SAILER SHORES ST UTILITY REFUND - WATER</u>	09/17/2024	26.15	.00	<u>20-4500_METERED WATER SALES</u>	0	9/24		
2286	UTILITY REFUND #17	318321.02		<u>TROY EMMETT HORN, 1092 E SAILER SHORES ST UTILITY REFUND - SEWER</u>	09/17/2024	52.75	.00	<u>21-4600_SEWER USER FEES</u>	0	9/24		
2286	UTILITY REFUND #17	318321.02		<u>TROY EMMETT HORN, 1092 E SAILER SHORES ST UTILITY REFUND - TRASH</u>	09/17/2024	24.67	.00	<u>26-4975_SOLID WASTE USER FEES</u>	0	9/24		
Total 318321.02:						103.57	.00					
2286	UTILITY REFUND #17	320096.01		<u>OWEN N NIELSEN, 1847 E MESA FALLS ST UTILITY REFUND - WATER</u>	09/17/2024	24.44	.00	<u>20-4500_METERED WATER SALES</u>	0	9/24		
2286	UTILITY REFUND #17	320096.01		<u>OWEN N NIELSEN, 1847 E MESA FALLS ST UTILITY REFUND - SEWER</u>	09/17/2024	42.95	.00	<u>21-4600_SEWER USER FEES</u>	0	9/24		
2286	UTILITY REFUND #17	320096.01		<u>OWEN N NIELSEN, 1847 E MESA FALLS ST UTILITY REFUND - TRASH</u>	09/17/2024	28.83	.00	<u>26-4975_SOLID WASTE USER FEES</u>	0	9/24		

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Total 320096.01:						96.22	.00					
2286	UTILITY REFUND #17	340064.02		SKYLAR BENSON, 1539 W CROOKED RIVER DR UTILITY REFUND - WATER	09/13/2024	3.36	.00	20-4500 METERED WATER SALES	0	9/24		
2286	UTILITY REFUND #17	340064.02		SKYLAR BENSON, 1539 W CROOKED RIVER DR UTILITY REFUND - SEWER	09/13/2024	5.99	.00	21-4600 SEWER USER FEES	0	9/24		
2286	UTILITY REFUND #17	340064.02		SKYLAR BENSON, 1539 W CROOKED RIVER DR UTILITY REFUND - TRASH	09/13/2024	3.81	.00	26-4975 SOLID WASTE USER FEES	0	9/24		
Total 340064.02:						13.16	.00					
2286	UTILITY REFUND #17	340155.00		CBH, 6864 S TASMAN LAKE AVE UTILITY REFUND - WATER	08/28/2024	53.06	.00	20-4500 METERED WATER SALES	0	9/24		
2286	UTILITY REFUND #17	340155.00		CBH, 6864 S TASMAN LAKE AVE UTILITY REFUND - SEWER	08/28/2024	15.93	.00	21-4600 SEWER USER FEES	0	9/24		
Total 340155.00:						68.99	.00					
2286	UTILITY REFUND #17	360112.00		SHEA HOMES, 12076 W KIND LN UTILITY REFUND - WATER	09/04/2024	79.93	.00	20-4500 METERED WATER SALES	0	9/24		
2286	UTILITY REFUND #17	360112.00		SHEA HOMES, 12076 W KIND LN UTILITY REFUND - SEWER	09/04/2024	42.72	.00	21-4600 SEWER USER FEES	0	9/24		
Total 360112.00:						122.65	.00					
2286	UTILITY REFUND #17	360203.00		SHALC GC INC, 12081 S GLORY LN UTILITY REFUND - WATER	09/04/2024	99.85	.00	20-4500 METERED WATER SALES	0	9/24		
2286	UTILITY REFUND #17	360203.00		SHALC GC INC, 12081 S GLORY LN UTILITY REFUND - SEWER	09/04/2024	84.03	.00	21-4600 SEWER USER FEES	0	9/24		
Total 360203.00:						183.88	.00					

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2286	UTILITY REFUND #17	360240.00		<u>SHALC GC INC, 11842 W ANTHOS LN UTILITY REFUND - WATER</u>	08/30/2024	96.18	.00	<u>20-4500_METERED WATER SALES</u>	0	9/24		
2286	UTILITY REFUND #17	360240.00		<u>SHALC GC INC, 11842 W ANTHOS LN UTILITY REFUND - SEWER</u>	08/30/2024	76.43	.00	<u>21-4600_SEWER USER FEES</u>	0	9/24		
Total 360240.00:						172.61	.00					
2286	UTILITY REFUND #17	361545.00		<u>TH CONSTRUCTION LLC, 11308 S YEOMAN PL UTILITY REFUND - WATER</u>	09/10/2024	63.64	.00	<u>20-4500_METERED WATER SALES</u>	0	9/24		
2286	UTILITY REFUND #17	361545.00		<u>TH CONSTRUCTION LLC, 11308 S YEOMAN PL UTILITY REFUND - SEWER</u>	09/10/2024	8.96	.00	<u>21-4600_SEWER USER FEES</u>	0	9/24		
Total 361545.00:						72.60	.00					
2286	UTILITY REFUND #17	361608.00		<u>TH CONSTRUCTION LLC, 11218 S SAYLIS WAY UTILITY REFUND - WATER</u>	09/10/2024	72.99	.00	<u>20-4500_METERED WATER SALES</u>	0	9/24		
2286	UTILITY REFUND #17	361608.00		<u>TH CONSTRUCTION LLC, 11218 S SAYLIS WAY UTILITY REFUND - SEWER</u>	09/10/2024	28.33	.00	<u>21-4600_SEWER USER FEES</u>	0	9/24		
Total 361608.00:						101.32	.00					
2286	UTILITY REFUND #17	361920.00		<u>TH CONSTRUCTION LLC, 11396 W LAHINCH LN UTILITY REFUND - WATER</u>	09/10/2024	63.66	.00	<u>20-4500_METERED WATER SALES</u>	0	9/24		
2286	UTILITY REFUND #17	361920.00		<u>TH CONSTRUCTION LLC, 11396 W LAHINCH LN UTILITY REFUND - SEWER</u>	09/10/2024	9.00	.00	<u>21-4600_SEWER USER FEES</u>	0	9/24		
Total 361920.00:						72.66	.00					
Total UTILITY REFUND #17:						2,541.54	.00					

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<b>VERIZON WIRELESS</b>												
1575	VERIZON WIRELESS	9972795384		<u>CELL SERVICE FOR 08/02-09/01/24- ADMIN</u>	09/01/2024	69.24	69.24	<u>01-6255 TELEPHONE</u>	0	9/24	09/13/2024	
1575	VERIZON WIRELESS	9972795384		<u>CELL SERVICE FOR 08/02-09/01/24- PARKS</u>	09/01/2024	455.02	455.02	<u>01-6255 TELEPHONE</u>	1004	9/24	09/13/2024	
1575	VERIZON WIRELESS	9972795384		<u>CELL SERVICE FOR 08/02-09/01/24- BUILDING INSPECTOR</u>	09/01/2024	39.57	39.57	<u>01-6255 TELEPHONE</u>	1005	9/24	09/13/2024	
1575	VERIZON WIRELESS	9972795384		<u>CELL SERVICE FOR 08/02-09/01/24- WATER</u>	09/01/2024	639.00	639.00	<u>20-6255 TELEPHONE EXPENSE</u>	0	9/24	09/13/2024	
1575	VERIZON WIRELESS	9972795384		<u>CELL SERVICE FOR 08/02-09/01/24- SEWER</u>	09/01/2024	995.10	995.10	<u>21-6255 TELEPHONE EXPENSE</u>	0	9/24	09/13/2024	
1575	VERIZON WIRELESS	9972795384		<u>CELL SERVICE FOR 08/02-09/01/24- ECONOMIC DEVELOPMENT</u>	09/01/2024	39.57	39.57	<u>01-6255 TELEPHONE</u>	4000	9/24	09/13/2024	
1575	VERIZON WIRELESS	9972795384		<u>CELL SERVICE FOR 08/02-09/01/24- P.I</u>	09/01/2024	176.07	176.07	<u>25-6255 TELEPHONE EXPENSE</u>	0	9/24	09/13/2024	
Total 9972795384:						2,413.57	2,413.57					
1575	VERIZON WIRELESS	9972795385		<u>TABLET AND CELL PHONE SERVICE 08/02-09/01/24- ADMIN</u>	09/01/2024	24.06	24.06	<u>01-6255 TELEPHONE</u>	0	9/24	09/13/2024	
1575	VERIZON WIRELESS	9972795385		<u>TABLET AND CELL PHONE SERVICE 08/02-09/01/24- PARKS</u>	09/01/2024	89.02	89.02	<u>01-6255 TELEPHONE</u>	1004	9/24	09/13/2024	
1575	VERIZON WIRELESS	9972795385		<u>TABLET AND CELL PHONE SERVICE 08/02-09/01/24- BUILDING INSPECTOR</u>	09/01/2024	17.64	17.64	<u>01-6255 TELEPHONE</u>	1005	9/24	09/13/2024	
1575	VERIZON WIRELESS	9972795385		<u>TABLET AND CELL PHONE SERVICE 08/02-09/01/24- WATER</u>	09/01/2024	100.25	100.25	<u>20-6255 TELEPHONE EXPENSE</u>	0	9/24	09/13/2024	
1575	VERIZON WIRELESS	9972795385		<u>TABLET AND CELL PHONE SERVICE 08/02-09/01/24- SEWER</u>	09/01/2024	97.04	97.04	<u>21-6255 TELEPHONE EXPENSE</u>	0	9/24	09/13/2024	

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1575	VERIZON WIRELESS	9972795385		<u>TABLET AND CELL PHONE SERVICE 08/02-09/01/24- P.I</u>	09/01/2024	72.98	72.98	<u>25-6255 TELEPHONE EXPENSE</u>	0	9/24	09/13/2024	
Total 9972795385:						400.99	400.99					
1575	VERIZON WIRELESS	9972795386		<u>CELL SERVICE FOR 08/02-09/01/24- ADMIN</u>	09/01/2024	121.03	121.03	<u>01-6255 TELEPHONE</u>	0	9/24	09/13/2024	
1575	VERIZON WIRELESS	9972795386		<u>CELL SERVICE FOR 08/02-09/01/24- P&amp;Z</u>	09/01/2024	27.71	27.71	<u>01-6255 TELEPHONE</u>	1003	9/24	09/13/2024	
1575	VERIZON WIRELESS	9972795386		<u>CELL SERVICE FOR 08/02-09/01/24- PARKS</u>	09/01/2024	227.86	227.86	<u>01-6255 TELEPHONE</u>	1004	9/24	09/13/2024	
1575	VERIZON WIRELESS	9972795386		<u>CELL SERVICE FOR 08/02-09/01/24- WATER</u>	09/01/2024	124.37	124.37	<u>20-6255 TELEPHONE EXPENSE</u>	0	9/24	09/13/2024	
1575	VERIZON WIRELESS	9972795386		<u>CELL SERVICE FOR 08/02-09/01/24- SEWER</u>	09/01/2024	198.27	198.27	<u>21-6255 TELEPHONE EXPENSE</u>	0	9/24	09/13/2024	
1575	VERIZON WIRELESS	9972795386		<u>CELL SERVICE FOR 08/02-09/01/24- P.I</u>	09/01/2024	39.78	39.78	<u>25-6255 TELEPHONE EXPENSE</u>	0	9/24	09/13/2024	
1575	VERIZON WIRELESS	9972795386		<u>CELL SERVICE FOR 08/02-09/01/24- ECONOMIC DEVELOPMENT</u>	09/01/2024	30.79	30.79	<u>01-6255 TELEPHONE</u>	4000	9/24	09/13/2024	
Total 9972795386:						769.81	769.81					
1575	VERIZON WIRELESS	9972795387		<u>MODEM SERVICES FOR PI STATIONS, 08/02-09/01/24</u>	09/01/2024	280.07	280.07	<u>25-6255 TELEPHONE EXPENSE</u>	0	9/24	09/13/2024	
Total 9972795387:						280.07	280.07					
Total VERIZON WIRELESS:						3,864.44	3,864.44					

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
<b>W.W. GRAINGER</b>												
162	W.W. GRAINGER	9239616932	18888	<u>REPLACEMENT FANS FOR TREATMENT PLANT, S. HOWELL, AUG '24 - WATER</u>	09/06/2024	113.13	.00	<u>20-6140 MAINT. &amp; REPAIR BUILDING</u>	0	9/24		
162	W.W. GRAINGER	9239616932	18888	<u>REPLACEMENT FANS FOR TREATMENT PLANT, S. HOWELL, AUG '24 - SEWER</u>	09/06/2024	113.13	.00	<u>21-6140 MAINT. &amp; REPAIR BUILDING</u>	0	9/24		
162	W.W. GRAINGER	9239616932	18888	<u>REPLACEMENT FANS FOR TREATMENT PLANT, S. HOWELL, AUG '24 - P.I.</u>	09/06/2024	43.10	.00	<u>25-6140 MAINT. &amp; REPAIR BUILDING</u>	0	9/24		
Total 9239616932:						269.36	.00					
162	W.W. GRAINGER	9248115181	18973	<u>GREASE FOR PUMPS AND MOTORS FOR SEWER DEPT. D. CROSSLEY, SEPT '24</u>	09/13/2024	230.10	.00	<u>21-6150 M &amp; R - SYSTEM</u>	0	9/24		
Total 9248115181:						230.10	.00					
Total W.W. GRAINGER:						499.46	.00					
<b>WESTERN STATES EQUIPMENT CO.</b>												
98	WESTERN STATES EQUIPMENT CO.	IN002932298		<u>GENERATOR REPAIRS AT CEDAR WELL AND FUEL SAMPLE INSPECTIONS, SEPT. 24</u>	09/20/2024	1,876.67	.00	<u>20-6150 M &amp; R - SYSTEM</u>	0	9/24		
Total IN002932298:						1,876.67	.00					
98	WESTERN STATES EQUIPMENT CO.	IN002934928		<u>RENTAL OF COMPACT TRACK LOADER, SEPT. 24</u>	09/23/2024	3,654.00	.00	<u>01-6212 RENT-EQUIPMENT</u>	1004	9/24		
Total IN002934928:						3,654.00	.00					
Total WESTERN STATES EQUIPMENT CO.:						5,530.67	.00					
<b>WEX FLEET UNIVERSAL</b>												
2160	WEX FLEET UNIVERSAL	99305986		<u>FUEL, AUG. 24- ADMIN</u>	08/31/2024	3.49	3.49	<u>01-6300 FUEL</u>	0	9/24	09/13/2024	

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
2160	WEX FLEET UNIVERSAL	99305986		<u>FUEL, AUG. 24- P&amp;Z</u>	08/31/2024	1.25	1.25	<u>01-6300 FUEL</u>	1003	9/24	09/13/2024	
2160	WEX FLEET UNIVERSAL	99305986		<u>FUEL, AUG. 24- WATER</u>	08/31/2024	50.16	50.16	<u>20-6300 FUEL</u>	0	9/24	09/13/2024	
2160	WEX FLEET UNIVERSAL	99305986		<u>FUEL, AUG. 24- SEWER</u>	08/31/2024	50.16	50.16	<u>21-6300 FUEL</u>	0	9/24	09/13/2024	
2160	WEX FLEET UNIVERSAL	99305986		<u>FUEL, AUG. 24- P.I</u>	08/31/2024	19.12	19.12	<u>25-6300 FUEL</u>	0	9/24	09/13/2024	
2160	WEX FLEET UNIVERSAL	99305986		<u>NON FUEL CAR WASH, CITY HALL CAR- ADMIN</u>	08/31/2024	7.60	7.60	<u>01-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	9/24	09/13/2024	
2160	WEX FLEET UNIVERSAL	99305986		<u>NON FUEL CAR WASH, CITY HALL CAR- WATER</u>	08/31/2024	5.20	5.20	<u>20-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	9/24	09/13/2024	
2160	WEX FLEET UNIVERSAL	99305986		<u>NON FUEL CAR WASH, CITY HALL CAR- SEWER</u>	08/31/2024	5.20	5.20	<u>21-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	9/24	09/13/2024	
2160	WEX FLEET UNIVERSAL	99305986		<u>NON FUEL CAR WASH, CITY HALL CAR- P.I</u>	08/31/2024	2.00	2.00	<u>25-6305 VEHICLE MAINTENANCE &amp; REPAIR</u>	0	9/24	09/13/2024	
2160	WEX FLEET UNIVERSAL	99305986		<u>NON FUEL CAR WASH, UTILITY LOCATE- WATER</u>	08/31/2024	6.30	6.30	<u>20-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	9/24	09/13/2024	
2160	WEX FLEET UNIVERSAL	99305986		<u>NON FUEL CAR WASH, UTILITY LOCATE- SEWER</u>	08/31/2024	6.30	6.30	<u>21-6305 VEHICLE MAINTENANCE &amp; REPAIRS</u>	0	9/24	09/13/2024	
2160	WEX FLEET UNIVERSAL	99305986		<u>NON FUEL CAR WASH, UTILITY LOCATE- P.I</u>	08/31/2024	2.40	2.40	<u>25-6305 VEHICLE MAINTENANCE &amp; REPAIR</u>	0	9/24	09/13/2024	
2160	WEX FLEET UNIVERSAL	99305986		<u>NON FUEL, REACTIVATION FEE - ADMIN</u>	08/31/2024	11.52	11.52	<u>01-6300 FUEL</u>	0	9/24	09/13/2024	
2160	WEX FLEET UNIVERSAL	99305986		<u>NON FUEL, REACTIVATION FEE - WATER</u>	08/31/2024	7.88	7.88	<u>20-6300 FUEL</u>	0	9/24	09/13/2024	
2160	WEX FLEET UNIVERSAL	99305986		<u>NON FUEL, REACTIVATION FEE - SEWER</u>	08/31/2024	7.88	7.88	<u>21-6300 FUEL</u>	0	9/24	09/13/2024	
2160	WEX FLEET UNIVERSAL	99305986		<u>NON FUEL, REACTIVATION FEE - P.I</u>	08/31/2024	3.04	3.04	<u>25-6300 FUEL</u>	0	9/24	09/13/2024	

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Total 99305986:						189.50	189.50					
Total WEX FLEET UNIVERSAL:						189.50	189.50					
<b>WHITE, PETERSON, GIGRAY, &amp; NICHOLS P.A.</b>												
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	164492		<u>LEGAL SERVICES - GENERAL, AUG '24</u>	08/31/2024	3,504.36	3,504.36	01-6202 PROFESSIONAL SERVICES	0	9/24	09/20/2024	
Total 164492:						3,504.36	3,504.36					
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	164493		<u>LEGAL SERVICES FOR P &amp; Z, AUG '24</u>	08/31/2024	846.00	846.00	01-6202 PROFESSIONAL SERVICES	1003	9/24	09/20/2024	
Total 164493:						846.00	846.00					
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	164494		<u>LEGAL SERVICES FOR THE SEWER FUND, AUG '24</u>	08/31/2024	199.50	199.50	21-6202 PROFESSIONAL SERVICES	0	9/24	09/20/2024	
Total 164494:						199.50	199.50					
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	164495		<u>LEGAL SERVICES FOR PROJECT PEREGRINE, AUG '24</u>	08/31/2024	2,745.50	2,745.50	01-6202 PROFESSIONAL SERVICES	4000	9/24	09/20/2024	
Total 164495:						2,745.50	2,745.50					
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	164496		<u>LEGAL SERVICES FOR GEMSTONE TECHNOLOGY PARK LLC - DIODE DEVELOPMENT PROJECT, AUG '24</u>	08/31/2024	570.00	570.00	01-6202 PROFESSIONAL SERVICES	4000	9/24	09/20/2024	
Total 164496:						570.00	570.00					

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	164497		<u>LEGAL SERVICES FOR SNAKE RIVER WATERKEEPER INC - CLEAN WATER ACT VIOLATIONS, AUG '24</u>	08/31/2024	3,655.00	3,655.00	21-6202 PROFESSIONAL SERVICES	0	9/24	09/20/2024	
Total 164497:						3,655.00	3,655.00					
Total WHITE, PETERSON, GIGRAY, & NICHOLS P.A.:						11,520.36	11,520.36					
<b>ZAYO GROUP LLC</b>												
2188	ZAYO GROUP LLC	20837263		<u>TELEPHONE, DATA &amp; NETWORKING SERVICE FOR 09/01-09/30/24- ADMIN</u>	09/01/2024	2,028.03	2,028.03	01-6255 TELEPHONE	0	9/24	09/13/2024	
2188	ZAYO GROUP LLC	20837263		<u>TELEPHONE, DATA &amp; NETWORKING SERVICE FOR 09/01-09/30/24- P&amp;Z</u>	09/01/2024	724.29	724.29	01-6255 TELEPHONE	1003	9/24	09/13/2024	
2188	ZAYO GROUP LLC	20837263		<u>TELEPHONE, DATA &amp; NETWORKING SERVICE FOR 09/01-09/30/24- WATER</u>	09/01/2024	1,883.17	1,883.17	20-6255 TELEPHONE EXPENSE	0	9/24	09/13/2024	
2188	ZAYO GROUP LLC	20837263		<u>TELEPHONE, DATA &amp; NETWORKING SERVICE FOR 09/01-09/30/24- SEWER</u>	09/01/2024	1,883.17	1,883.17	21-6255 TELEPHONE EXPENSE	0	9/24	09/13/2024	
2188	ZAYO GROUP LLC	20837263		<u>TELEPHONE, DATA &amp; NETWORKING SERVICE FOR 09/01-09/30/24- P.I</u>	09/01/2024	724.30	724.30	25-6255 TELEPHONE EXPENSE	0	9/24	09/13/2024	
Total 20837263:						7,242.96	7,242.96					
Total ZAYO GROUP LLC:						7,242.96	7,242.96					
Grand Totals:						500,344.22	298,839.44					

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Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
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Dated: \_\_\_\_\_

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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Report Criteria:

Detail report.

Invoices with totals above \$0.00 included.

Paid and unpaid invoices included.

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

IN THE MATTER OF THE APPLICATION OF ) **Case Nos. 24-03-AN**  
 )  
**BRIAN FROST** )  
 )  
*Related to the Annexation of real property near* ) **DECISION AND REASONED**  
*the intersection of S Curtis and W Barker Roads.* ) **STATEMENT.**

---

**SECTION 1  
INTRODUCTION AND PROCEDURAL BACKGROUND**

THESE MATTERS came before the Council for public hearing on September 3, 2024, where the Council voted to approve case Nos. 24-03-AN. Thereafter, this Decision and Reasoned Statement was prepared and presented to the Council on October 1, 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 (24-03-AN) is hereby *Approved*.

**SECTION 3  
RECORD OF EXHIBITS AND WITNESSES**

**I. List of Exhibits.**

	<i>Withdra wn</i>	<i>Refused</i>	<i>Admitted</i>
COMMISSION STAFF REPORT			X
P&Z APPLICATION COVERSHEET			X
ANNEXATION APPLICATION			X
NARRATIVE			X
VICINITY MAP			X
WARRANTY DEED			X

AFFIDAVIT OF LEGAL INTEREST			X
COMMITMENT TO PROPERTY POSTING			X
LEGAL DESCRIPTION – ANNEXION			X
NEIGHBORHOOD MEETING CERTIFICATION			X
NEIGHBORHOOD MEETING SIGN IN SHEET			X
AGENCY TRANSMITTAL			X
ADA COUNTY DEVELOPMENT SERVICES			X
BOISE KUNA IRRIGATION DISTRICT			X
BOISE PROJECT BOARD OF CONTROL			X
CENTRAL DISTRICT HEALTH DEPT.			X
DEPARTMENT OF ENVIRONMENTAL QUALITY			X
KUNA POLICE DEPT.			X
KUNA SCHOOL DISTRICT No. 3			X
PROOF OF PROPERTY POSTING COMMISSION 6.13.2024			X
PROOF OF PUBLICATION COMMISSION 6.21.2024			X
PROOF OF LEGAL NOTICE MAILER COMMISSION 6.21.2024			X
PROOF OF PROPERTY POSTING COUNCIL 8.16.2024			X
PROOF OF PUBLICATION COUNCIL 8.16.2024			X
PROOF OF LEGAL NOTICE MAILER COUNCIL 8.12.2024			X

**II. Public Hearing Witnesses.**

a. Those who testified at the Council hearing on September 3, 2024, hearing are as follows, to-wit:

1. City Staff:  
Troy Behunin, Senior Planner, Planning & Zoning Department
  
2. Appearing for the Applicant:  
Brian Frost - 10400 W Overland Rd., Ste. 316, Boise, ID 83709  
Billy Edwards – 10400 W Overland Rd., Ste. 316, Boise, ID 83709

- 3. Appearing in Favor:  
None
- 4. Appearing Neutral:  
None
- 5. Appearing in Opposition:  
Beverly Wolf – 3420 W Commemoration Ave., Meridian, ID 83642

**SECTION 4  
REASONED STATEMENT**

**I. Relevant Criteria and Standards Considered**

- a. Relevant City Ordinance Provisions.
  - 1. Kuna City Code (KCC) Title 5, Development Regulations
  - 2. East Kuna Industrial Overlay District
  - 3. Kuna Comprehensive Plan
- b. Relevant Statutory Provisions.
  - 1. I.C. § Title 50-222

**II. Factual Findings**

- a. General Factual Findings.
  - 1. The subject site is 10 acres in size and located property near the intersection of S Curtis and W Barker Roads and is known as Ada County Assessor’s Parcel Number S2008233000.
  - 2. The subject site touches Kuna City limits on the north, west and east sides and is currently zoned Rural Preservation by Ada County and has historically been used for agricultural purposes.
  - 3. The proposal is for annexation of 10.00 acres into the City Corporate limits applying the M-1 Industrial Zone.
  - 4. The proposal follows the Comprehensive Plan of the City of Kuna.

Neighborhood Meeting	Held on May 2, 2024. Two (2) Attendees were present.
Pre-Application Meeting	Held on April 2, 2024.

Agency Comments Request	May 28, 2024
300 FT Legal Mailer Notice	Sent August 12, 2024
Idaho Press Newspaper Published Hearing Notice	Published August 16, 2024
Site Posting	Posted August 16, 2024
City Council Public Hearing	Held September 3, 2024.

- b. Relevant Contested Facts.
  - 1. None
- c. Councils’ Factual Findings on Relevant Contested Fact.
  - 1. None

**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 Council chooses to approve the proposed annexation.

**IV. Conditions of Approval**

- 1. Developer/Owner/Applicant shall submit the appropriate applications preceding any future development.
- 2. Developer/Owner/Applicant shall follow the East Kuna Industrial Overlay District standards as applicable.
- 3. Developer/Owner/Applicant shall follow the Kuna Comprehensive Plan and FLUM.
- 4. Developer/Owner/Applicant shall follow Idaho Code §50-222, and Kuna City Code, Title 5.
- 5. 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 1st day of October 2024.

---

Joe Stear, Mayor

**RESOLUTION NO. R60-2024  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT WITH THE ADA COUNTY PROSECUTING ATTORNEY TO PROVIDE PROSECUTORIAL SERVICES FOR CITY MISDEMEANORS FOR THE FISCAL YEAR 2024-2025.**

**BE IT HEREBY RESOLVED** by the Mayor and Council of the City of Kuna, Idaho that the Mayor of the City is hereby authorized to execute the contract with the Ada County Prosecuting Attorney to provide prosecutorial services in the city of Kuna for the fiscal year commencing October 1, 2024 and ending September 30, 2025 pursuant to the terms of said contract.

**PASSED BY THE COUNCIL** of Kuna, Idaho this 1st day of October, 2024.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 1st day of October, 2024.

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

ATTEST:

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

AGREEMENT NO. 30145

**AGREEMENT BETWEEN ADA COUNTY,  
THE ADA COUNTY PROSECUTING ATTORNEY’S OFFICE,  
AND THE CITY OF KUNA RELATING TO PROSECUTION SERVICES FY 2025**

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

**WITNESSETH**

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

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

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

1. Prosecution Services.

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

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

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

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

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

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

1.4 In consideration for duties, services, and functions heretofore described in Section 1, the City shall pay to the PA the sum of Seventy-Seven Thousand One Hundred Fifty-One and 92/100 Dollars (**\$77,151.92**) for the term of this Agreement. The sum shall be paid in one (1) installment of Six Thousand Four Hundred Twenty-Nine and 29/100 Dollars (\$6,429.29) in October and eleven (11) monthly installments of Six Thousand Four Hundred Twenty-Nine and 33/100 Dollars (\$6,429.33). Payments shall be due on the tenth of the month, commencing on October 10<sup>th</sup>.

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

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

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

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

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

1.6. Duration. This Agreement is effective upon authorization and signature by all parties, except that services and charges shall commence on October 1, 2024, and unless otherwise terminated, shall continue in effect until September 30, 2025. This Agreement may be renewed upon the mutual written consent of the parties.

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

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

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

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

1.8. Indemnification and Insurance.

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

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

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

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

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

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

1.10. Agreement Administration.

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

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

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

**CITY OF KUNA**

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

ATTEST:

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

**Board of Ada County Commissioners**

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

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

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

ATTEST:

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

**Ada County Prosecuting Attorney**

By: \_\_\_\_\_  
Jan M. Bennetts, Prosecuting Attorney

**RESOLUTION NO. R61-2024  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO APPROVING THE “SERVICES AGREEMENT” WITH CRIME STOPPERS OF SOUTHWEST IDAHO, AN IDAHO NON-PROFIT CORPORATION. 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 “Services Agreement” with Crime Stoppers of Southwest Idaho, an Idaho non-profit corporation, in substantially the format as attached hereto as “**EXHIBIT 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 1st day of October, 2024.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 1st day of October, 2024.

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

ATTEST:

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

SERVICES AGREEMENT  
(CRIMESTOPPERS)

This Services Agreement ("Agreement") is made effective this day of \_\_\_\_\_, 2024 by and between City of Kuna, Idaho, an Idaho municipal corporation ("City"), and Crime Stoppers of Southwest Idaho, an Idaho non-profit corporation.

RECITALS

WHEREAS, Crime Stoppers programs were formed for the purpose of providing crime-solving assistance to law enforcement agencies.

WHEREAS, Crime Stoppers programs worldwide have solved over half a million crimes and recovered over three billion dollars' worth of stolen property and narcotics.

WHEREAS, Crime Stoppers of Southwest Idaho was founded in 1981 and administered by an all-volunteer board of directors.

WHEREAS, Crime Stoppers have assisted law enforcement agencies by providing information on crimes called in to the Crime Stoppers Tip line with information which leads to an arrest.

WHEREAS, City desires to hire Crime Stoppers to provide community services and continued assistance of the City of Kuna, Police and other law enforcement agencies.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and agreed, and in consideration of the mutual promises and covenants herein contained, the parties agree as follows:

1. Incorporation of recitals: The above Recitals are a material pan of this Agreement and are incorporated into the Services of this Agreement by reference as though they were fully set forth herein.
2. Effective Date Term: The term of this Agreement is from October 1, 2024 through September 30, 2025.
3. Services: The services to be performed by Crime Stoppers under this Agreement shall be those services identified in Exhibit A attached hereto and incorporated by reference herein.
4. Compensation and Payment: City shall pay to Crime Stoppers Three Thousand Four Hundred and Sixty-Five Dollars (\$3,465.00).
5. Independent Contractor: At all times during the term of this Agreement, Crime Stoppers shall be an independent contractor and shall not be an employee of the City. The City shall have the right to control Crime Stoppers only insofar as the results of Crime Stoppers' services rendered

pursuant to this Agreement. The City shall not have the right to control the means and methods by which Crime Stoppers accomplishes services rendered hereunder. Crime Stoppers shall indemnify the City against any liability arising out of an allegation or finding that Crime Stoppers is not an independent contractor. Crime Stoppers will be solely responsible for payment of all federal and state taxes, will not be an employee of the City for worker's compensation purposes or any other purposes, and will not have unemployment insurance benefits.

6. Recordkeeping: Crime Stoppers shall prepare and maintain complete and accurate records regarding the performance of services under this Agreement, including, but not limited to, a year year-end report summarizing the number of tips leading to an arrest and a report summarizing the community outreach programs conducted during the term of this Agreement.

7. Indemnification: Crime Stoppers shall agree to indemnify and save and hold harmless City from and for any and all losses, claims, actions, judgment for damages, or injury to persons or property and losses and expenses and other costs including litigation costs and attorney's fees, arising out of, resulting from, or in connection with Crime Stoppers' performance under this Agreement.

8. Equipment, Materials, Supplies: Crime Stoppers shall supply, at Crime Stoppers' sole expense, all equipment, tools, materials, and/or supplies to accomplish the services to be provided under this Agreement.

9. Notice: Communication between the Parties regarding day-to-day matters shall occur via e-mail or telephone. For Clarification on or direction regarding day-to-day matters, the point of contact for the City shall be the Kuna City Clerk's office. All other notices required to be given by either of the Parties shall be in writing and be deemed communicated when personally served, or mailed in the United States mail, addressed as follows:

City of Kuna	Crime Stoppers of Southwest Idaho
Email:	Email: <a href="mailto:info@343cops.com">info@343cops.com</a>
Phone:	Phone: 208-871-2550
Attn:	Attn: Brii Mason, President

10. Assignment: This Agreement may not be assigned or delegated by either party without prior written consent of the other party.

11. Amendments: This Agreement may be amended only in writing upon mutual agreement of both City and Crime Stoppers.

12. Attorney's Fees: The prevailing party in any claims or disputes arising out of this Agreement shall be entitled to recover reasonable attorney's fees in addition to other relief which a court of competent jurisdiction may award.

13. Governing Law: This Agreement will be construed in accordance with the laws of the State of Idaho. The Parties submit to the jurisdiction of Idaho courts and agree that proper venue for any suit concerning this Agreement shall be in the Fourth Judicial District of the State of Idaho, in and for Ada County.

14. Entire Agreement: This Agreement constitutes the entire agreement between the Parties relative to the subject matter hereof. Statements or representations of any kind not embodied herein shall be of no force or effect. This Agreement may only be modified in writing.

15. Severability: If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those as to which it is held invalid, shall not be affected thereby.

16. Approval: The City and Crime Stoppers each acknowledge that this Agreement, even though agreed upon by the City's representatives, is not binding upon the City until such time as the Kuna City Council approves this Agreement and authorizes the Mayor to execute this Agreement on behalf of the City.

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

CITY OF KUNA:

CRIME STOPPERS OF SOUTHWEST IDAHO:

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

\_\_\_\_\_  
By: Brii Mason, President

ATTEST:

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

## Exhibit A — Scope of Services

### Law Enforcement Assistance

- Crime Stoppers will staff and operate a twenty-four (24) hour Telephone Hotline line to take anonymous tips regarding Kuna's crimes.
- Crime Stoppers will provide a website and mobile application (also known as an "app") to take anonymous tips regarding Kuna's crimes.
- Crime Stoppers will provide at least one (1) Police Coordinator who will act as the communication facilitator between citizens, media and law enforcement. Anonymous tips received will be forwarded to the Kuna Police Department's preferred contact for further investigation.
- Crime Stoppers will use social media and their website to actively solicit information from the community only upon request and approval from the Kuna Police Department.
- Crime Stoppers will provide five (5) informational signs for the use of the City of Kuna to be hung in their preferred locations, if desired.

### Community Outreach

- Crime Stoppers will provide at least one (1) public outreach program to assist and educate Kuna's, citizens on crime prevention and reporting.

**RESOLUTION NO. R62-2024  
CITY OF KUNA, IDAHO**

**A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING THE “SITE LEASE AGREEMENT” WITH ETHOS CONNECTED LLC, PURSUANT TO THE TERMS OF THE AGREEMENT; AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE.**

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

**Section 1.** The “*Site Lease Agreement*” with Ethos Connected LLC, in substantially the form as attached hereto as “**EXHIBIT A**” is hereby approved.

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

**PASSED BY THE COUNCIL** of Kuna, Idaho this 1<sup>st</sup> day of October, 2024.

**APPROVED BY THE MAYOR** of Kuna, Idaho this 1<sup>st</sup> day of October, 2024.

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

ATTEST:

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

**SITE LEASE AGREEMENT**

THIS SITE LEASE AGREEMENT (“Lease”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 (the “Date of Execution”), by and between Ethos Connected LLC, a limited liability company organized and existing under the laws of the State of \_\_\_\_\_, with its principal office located at \_\_\_\_\_ (“Ethos” or “Lessee”), and the City of Kuna, a municipal corporation organized and existing under the laws of the State of Idaho, (“City” or “Lessor”). Ethos and the City may each be referred to individually as a “Party” and collectively as the “Parties.”

**RECITALS**

WHEREAS, Ethos is in the business of providing data transmission services and desires to lease a portion of the property owned by the City, specifically certain space on the water tower located at 43°29'25.16"N 116°24'55.26"W (the “Premises”), for the purpose of installing, maintaining, and operating certain equipment necessary for the provision of such services; and

WHEREAS, the City, as the Lessor, owns and manages the Premises and is willing to lease said space to Ethos under the terms and conditions set forth in this Lease; and

WHEREAS, the installation of Ethos’s equipment on the City’s water tower will facilitate improved data transmission capabilities, specifically benefiting Water District 63 and Ada County by enhancing the monitoring and management of water resources within the district; and

WHEREAS, the enhanced data transmission capabilities provided by Ethos's equipment will support Water District 63 (“WD63”) in its mission to manage and preserve water resources effectively and may also support future integration of the City of Kuna's systems into the LoRaWAN network; and

WHEREAS, the City acknowledges the importance of the enhanced data transmission, which will enable Ada County and WD63 to collect valuable information on the water table. This data will support future planning efforts to address potential water shortages and improve water resource management within Ada County, of which the City is a part; and

WHEREAS, the Parties wish to establish the terms and conditions under which Ethos will lease the Premises from the City, install and operate its equipment thereon;

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

**1. LEASE OF WATER TOWER SPACE**

- a. Lessor hereby leases to Ethos the non-exclusive use of certain space on the water tower located at 43°29'25.16"N 116°24'55.26"W (the “Premises”).
- b. Ethos shall compensate the City for the consumption of electricity via payment to the City

of an annual amount of \$240.00.

- c. The system utilized by WD63 provides significant public benefit by enabling continuous monitoring of the water table. This monitoring is essential for ensuring the longevity and sustainability of water resources within the valley. In recognition of this public benefit, the City of Kuna agrees to waive any rental fees for the lease of the Premises.

## 2. SCOPE OF INSTALLATION

- a. Ethos shall provide Lessor with drawings of the equipment to be installed on the water tower which show the actual location of all equipment. Such drawings shall be accompanied by a complete and detailed inventory of all equipment placed on the Tower. The actual location and orientation of space is more particularly described in **Exhibit A** attached hereto.
- b. Ethos Connected agrees to use the Premises for the purpose of installing, maintaining, and operating the Lessor-approved Equipment. "Equipment" as used herein, shall mean:  
(detailed listing of the equipment to be installed in **Exhibit B** attached hereto)
- c. The Equipment shall remain the exclusive property of Ethos.
- d. Ethos subcontractors shall install its Equipment according to the plans approved in advance by Lessor. Any damage done to the Premises or other Lessor property during installation or during operations attributable to Ethos shall be repaired at Ethos expense.
- e. The use of the Premises shall be non-exclusive to Ethos, and the Lessor reserves the right to make additions, deletions, or modifications to its own facilities on the Premises.
- f. Lessor may not relocate the Equipment owned by Ethos without the express written consent of Ethos, even if such relocation does not move the Equipment outside of the Premises. Ethos's consent will not be unreasonably withheld.
- g. Lessor reserves the right to allow other parties to use the Premises ("Additional User(s)").
- h. Ethos shall place no advertising on the site or any structure on the site.
- i. Ethos shall paint all antennae panels to match the water tower.

## 3. CONTINGENCIES

- a. Ethos's right to use the Premises is expressly made contingent upon it's obtaining all certificates, permits, zoning, and any other approvals that may be required by any federal, state, or local authority. This Lease Agreement is not a guarantee that the City will issue any necessary certificates or permits, and the City will process such applications as usual.
- b. In the event that any government permission necessary under section (3)(a) is rejected, withdrawn, or otherwise terminated so that Ethos, in its sole discretion, will be unable to use the Premises for its intended purpose, Ethos shall have the right to terminate this Lease immediately. Notice of Ethos's exercise of its right to terminate shall be given to Lessor in writing and shall be effective upon receipt of such notice by Ethos.
- d. This agreement is contingent on the County of Ada agreeing to share the data it collects

from the area with the City of Kuna. Should Ada County refuse to share this data, the City of Kuna may, in its sole and complete discretion, immediately terminate this Agreement.

#### **4. USE OF THE PREMISES**

- a. Ethos, (or its subcontractors) at all times during this Lease, shall have access to the Premises in order to install, operate, and maintain its Equipment. At all times during this Lease, Lessor hereby grants to Ethos a nonexclusive easement for ingress, egress, and access over the Property which gives Ethos access to the Equipment and to the base of the water tower at no additional charge to Ethos. All routine site maintenance will be by foot, with vehicle access only in emergency situations. Ethos will give no less than twenty-four (24) hours' notice in advance before entering the Premises. If it is necessary for Ethos to access the Premises outside of the normal working hours of Lessor, Ethos agrees to reimburse Lessor any expenses, including employee wages, that Lessor may incur in providing such access to Ethos.
- b. Ethos shall use the Premises only for installing, maintaining, and operating the Lessor-approved Equipment. Ethos shall, at its sole cost and expense, operate and maintain the Equipment in accordance with good engineering practices and with all applicable FCC rules and any other applicable laws or regulations.
- c. Ethos is permitted to make reasonable non-harmful alterations to the Premises as necessary for full enjoyment, with written permission from the Lessor.
- d. Ethos shall, at its own expense, maintain any Equipment on or attached to the Premises in a safe condition, in good repair, and in a manner suitable to Lessor so as not to conflict with other uses by Lessor. Ethos shall not unreasonably interfere with the operations of any Additional User.

#### **5. INSURANCE, LIABILITY & INDEMNIFICATION**

- a. Ethos shall, during the term of the lease, maintain property coverage on all personal property and fixtures owned by Ethos. Ethos acknowledges that Lessor is not responsible for insuring against the loss of Ethos's Equipment or improvements.
- b. Ethos shall maintain Commercial General Liability insurance with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate for bodily injury, personal injury, and property damage. Lessor shall be named as an additional insured on this policy.
- c. Ethos shall hold Lessor harmless from and indemnify Lessor against any and all liability, damage, loss and expense arising or resulting from the acts or omissions or caused by Ethos or Ethos's employees, servants, agents, guests, assigns, subtenants, visitors or licensees, in, upon or about the premises, the building or the adjacent areas, including all common areas or arising out of or related to the use and occupancy of the occupancy or the business or activity conducted with respect to the property, including but not limited to injuries to person or property.

#### **6. PRIORITY & INTERFERENCE**

- a. Lessor agrees not to conduct any unreasonable activities that will interfere with the normal operations of Ethos's Equipment.
- b. Lessor makes no guarantees and assumes no responsibility for any interference to Lessee's operations or equipment caused by any additional users of the Premises, including but not limited to new lessees, licensees, or any other parties granted access to or use of the Premises by Lessor. Lessee acknowledges that Lessor reserves the right to permit additional users on the Premises without obligation to prevent or mitigate any resulting interference with Lessee's equipment or operations. Lessee agrees that Lessor shall not be liable for any disruption, degradation, or other interference to Lessee's services caused by such additional users. Lessee waives any right to claim damages or seek injunctive relief against Lessor in the event of such interference.
- c. Ethos's installation, operation, and use of its transmission facilities under this Lease shall not damage or interfere in any way with Lessor's water tower operations or related repair and maintenance activities. Lessor, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter, or improve the leased premises and to temporarily interfere with Ethos's leasehold improvements as may be necessary in order to carry out any of such activities. Lessor agrees to give reasonable advance notice of such activities to Ethos and to reasonably cooperate with Ethos to carry out such activities with a minimum amount of interference with Ethos's transmission operations.

## **7. MAINTENANCE**

- a. Ethos shall only be responsible to Lessor for those costs incurred that are necessary to maintain the operations of Ethos's Equipment and shall not be responsible for cosmetic or other maintenance performed by Lessor for Lessor's own purposes.
- b. If the Premises are damaged or destroyed by fire, winds, flood or other natural or manmade causes, Lessor shall have the option to repair or replace the Premises at its sole expense, or to terminate this Lease effective on the date of such damage or destruction. In the event it elects to terminate the Lease, neither Ethos nor Lessor shall have any further obligations hereunder. If Lessor elects to repair or replace the premises, until such repair or replacement is completed so that Ethos can resume full operations, Ethos's rental hereunder shall abate until the premises are restored to a condition that Ethos can resume full operations at the premises.

## **8. TERM AND TERMINATION**

- a. The term of this Lease shall be for one (1) year, subject to the early termination provisions as described in section (8)(b). This Lease shall automatically renew for one-year terms following the expiration of this Lease until the parties agree to terminate the arrangement.
- b. Except as otherwise provided herein, this Lease may be terminated by either party upon ninety (90) days written notice for any or no reason. Exceptions include:
  - i. In the event of default by either party of any covenant or term herein, which default is not cured within thirty (30) days of written notice of default, this Agreement shall be terminable immediately following the thirty (30) day notice period.

- ii. In the event, pursuant to Section (3)(a), any necessary government permission is withheld, Ethos shall have the right to terminate this Agreement immediately.
- iii. In the event the Premises is or becomes unacceptable for technological reasons including shadowing or interference, Ethos shall have the right to terminate this Lease immediately.
- c. The parties shall give notice of termination in writing. Except where termination is due to default of this Lease by Ethos, any compensation for power usage already paid by Ethos shall be pro-rated back to the date of the event triggering termination and returned to Ethos less any reasonable costs associated with returning the Premises to its original state. In the event of default by Ethos, all amounts paid to Lessor shall be retained by Lessor.
- d. Upon the termination of this Lease, Ethos shall have ninety (90) days to remove its Equipment from the Premises, and repair and restore the Premises to its original state. In the event the Equipment is not removed to the reasonable satisfaction of the Lessor, such Equipment shall be deemed abandoned and will become the property of Lessor. Any interference in the cleanup by Lessor prior to the ninety (90) day deadline shall toll the deadline within which cleanup must conclude.

## 9. MISCELLANEOUS PROVISIONS

- a. Ethos, at its own cost, has the right to obtain a title commitment for a leasehold title policy from a title insurance company of its choice. If, in the opinion of Ethos, such title commitment shows any defects of title or any liens or encumbrances which may adversely affect Ethos's use of the Property, Ethos shall have the right to cancel this Lease immediately upon written notice to Lessor.
- b. Ethos may not assign or sublet this Lease without the prior written consent of Lessor except to any entity which controls, is controlled by, or is under the common control with Ethos, or to any entity resulting from any merger or consolidation with Ethos, or to any partner of Ethos, or to any partnership in which Ethos is a general partner, or to any person or entity which acquires all of the assets of Ethos as a going concern, or to any entity which obtains a security interest in a substantial portion of Ethos's assets, provided that Ethos continues to indemnify and hold Lessor harmless in accordance with Section (5)(b) above.
- c. Where required in this lease, written notice to either party may be affected by certified mail, return receipt requested or electronic mail with read receipt. Receipt shall be deemed to have occurred upon the sender receiving the confirmation of receipt.
- d. The provisions of this Lease shall bind and inure to the benefit of the parties hereto and their heirs, legal representatives, successors, and assigns.
- e. This Lease constitutes the entire agreement of the parties with respect to any matter mentioned herein and supersedes any prior oral or written statements. This Lease may only be modified by a writing signed by both parties.
- f. If a term or provision of this Lease is held to be invalid or unenforceable, it shall not be construed to affect any other provision of this Lease, and the remaining provisions shall be fully enforceable.

- g. This agreement is governed by and construed in accordance with the laws of the State of Idaho without reference to the choice of law provisions therein. By executing this Lease, both parties agree to submit to the jurisdiction of the state and federal courts located in Ada County, Idaho in the event of a dispute.
- h. In this Lease, where the singular number was used, it shall also include the plural; the masculine shall also include the feminine. Where “including” was used, it shall also be read to include “but not limited to,” and does not exclude except where explicitly noted in the provision.
- i. Any exercise or failure to exercise of any right by either party shall not act as a waiver of any other rights or subsequent exercise of the same right.
- j. Each individual signing this Lease Agreement on behalf of an entity represents and warrants that they are duly authorized and have full legal authority to execute this Agreement on behalf of the respective entity they represent, and to bind that entity to all the terms, conditions, and obligations set forth herein.
- k. Each party is responsible for their own attorney’s fees associated with the execution of this Agreement and for the costs of securing the necessary permits or permissions from relevant governmental authorities.
- l. This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts, each of which when so executed and delivered shall be an original but such counterparts together shall constitute one and the same instrument.

**IN WITNESS WHEREOF**, the Parties hereto have executed this Site Lease Agreement as of the date first written above.

**FOR THE CITY OF KUNA (LESSOR):**

\_\_\_\_\_

Name:  
 Title:  
 Date:

**FOR ETHOS CONNECTED LLC (LESSEE):**

\_\_\_\_\_

Name:  
 Title:  
 Date:

EXHIBIT A

## EXHIBIT B

1 – Kona Macro Gateway

1 – L-Comm Omni Antenna  
900 Mhz – 8 Dbi – Model HG908U-Pro

1 – Lightning Arrestor  
1 – CAT6 Cable from install point on tower to base of tower

1 – Inline PoE injector

\*Requires access to 110v power outlet at base of tower.

**ORDINANCE NO. 2024-31**

**CITY OF KUNA  
Ada County, Idaho**

**AN ORDINANCE, AMENDING SECTION 3 OF CHAPTER 2 OF TITLE 12 OF THE KUNA CITY CODE BY MAKING TECHNICAL CHANGES TO THE FIRE DISTRICT FEE SCHEDULE**

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

**Section 1: AMENDING TITLE 12 KUNA CITY CODE**

**1.1** That Section 3 of Chapter 2 of Title 12 of the Kuna City Code be and the same is hereby amended to read as follows:

**12-2-3: - IMPOSITION OF FIRE DISTRICT IMPACT FEE**

A. *Imposition of impact fee.* A fire district impact fee is hereby imposed on all new development in the City of Kuna, Idaho.

B. *Fee schedule:* ~~Fire district impact fees shall be calculated in accordance with the fee schedule set forth in the Capital Improvements Plan providing for standard fees based on the total number of dwelling units or square feet of nonresidential space in the development, unless (a) the fee payer requests an individual assessment pursuant to section 12-2-6 of this chapter; or (b) the city and the district find the development will have an extraordinary impact pursuant to section 12-2-9 of this chapter. The methodology for determining the costs per service unit provided for in the fee schedule is set forth in the Capital Improvements Plan.~~

1. Fire district impact fees shall be calculated in accordance with the fee schedule set forth in the Capital Improvements Plan providing for standard fees based on the total number of dwelling units or square feet of nonresidential space in the development, unless:

a. The fee payer requests an individual assessment pursuant to section 12-2-6 of this chapter; or

b. The city and the district find the development will have an extraordinary impact pursuant to section 12-2-9 of this chapter. The methodology for determining the costs per service unit provided for in the fee schedule is set forth in the Capital Improvements Plan.

2. Fire District Impact Fees:

<u>Residential (per Dwelling)</u>	<u>\$ 1792</u>
<u>Non-Residential (per 1000 retail square feet)</u>	<u>\$ 788</u>
<u>Non-Residential (per 1000 office square feet)</u>	<u>\$ 753</u>
<u>Non-Residential (per 1000 industrial square feet)</u>	<u>\$ 531</u>
<u>Non-Residential (per 1000 Institutional square feet)</u>	<u>\$ 753</u>

C. *Developer's election.* A developer shall have the right to elect to pay a project's proportionate share of system improvements costs by payment of fire district

impact fee according to the fee schedule as full and complete payment of the development project's proportionate share of system improvements costs, except as provided in IC § 67-8214(3), as amended.

D. *Procedures:*

1. *Building permit.* Upon submittal of complete building permit plans for the development to the city, the city shall calculate the fire district impact fee for the development within thirty (30) days of submittal unless the fee payer requests an individual assessment or the city determines that the development may have extraordinary impact.
2. *Exemption.* An exemption pursuant to section 12-2-5 of this chapter must be claimed by the fee payer upon application for a building permit or manufactured home installation permit. Any exemption not so claimed shall be deemed waived by the fee payer.

**Section 2: DIRECTING THE CITY CLERK**

**2.1** The City Clerk is directed to file, this Ordinance in the official records of the City and to provide the same to the City’s codifier for inclusion and publication in the Kuna City Code.

**Section 4: EFFECTIVE DATE**

**3.1** This Ordinance, as required by Idaho Code Section 67-8206 (6), shall be in full force and effect on the 30<sup>th</sup> day following its passage and approval; and shall be published in full or by summary as provided in Idaho Code sections 50-901 and 50-901A within one month of its passage and approval all according to law.

PASSED BY THE COUNCIL OF THE CITY OF KUNA, IDAHO, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

APPROVED BY THE MAYOR OF THE CITY OF KUNA, IDAHO, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

CITY OF KUNA

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

ATTEST:

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

**ORDINANCE No. 2024-32**

**CITY OF KUNA  
Ada County, Idaho**

**AN ORDINANCE, AMENDING SECTION 3 OF CHAPTER 3 OF TITLE 12 OF THE KUNA CITY CODE BY MAKING TECHNICAL CHANGES TO THE KUNA POLICE DEPARTMENT IMPACT FEE SCHEDULE**

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

**Section 1: AMENDING TITLE 12 KUNA CITY CODE**

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

**12-3-3: - IMPOSITION OF CITY OF KUNA POLICE DEPARTMENT IMPACT FEE:**

- A. *Imposition of impact fee:* A City of Kuna Police Department Impact Fee is hereby imposed on all new development in the City of Kuna, Idaho.
- B. *Fee schedule:* ~~City of Kuna Police Department Impact Fees shall be calculated in accordance with the fee schedule set forth in the Capital Improvements Plan providing for standard fees based on the total number of dwelling units or square feet of nonresidential space in the development, unless (a) the fee payer requests an individual assessment pursuant to section 12-3-6 of this chapter; or (b) the city finds the development will have an extraordinary impact pursuant to section 12-3-9 of this chapter. The methodology for determining the costs per service unit provided for in the fee schedule is set forth in the Capital Improvements Plan.~~
1. City of Kuna Police Department Impact Fees shall be calculated in accordance with the fee schedule set forth in the Capital Improvements Plan providing for standard fees based on the total number of dwelling units or square feet of nonresidential space in the development, unless;
    - a. The fee payer requests an individual assessment pursuant to section 12-3-6 of this chapter; or
    - b. The city finds the development will have an extraordinary impact pursuant to section 12-3-9 of this chapter. The methodology for determining the costs per service unit provided for in the fee schedule is set forth in the Capital Improvements Plan.
  2. Police Department Impact Fee:

Residential (dwelling units)	\$	271
Non-Residential (square feet)	\$	0.11
- C. *Developer's election:* A developer shall have the right to elect to pay a project's proportionate share of system improvements costs by payment of City of Kuna Police Department Impact Fee according to the fee schedule as full and complete payment of the

development project's proportionate share of system improvements costs, except as provided in IC § 67-8214(3), as amended.

D. *Procedures:*

1. *Building Permit:* Upon submittal of complete building permit plans for the development to the city, the city shall calculate the City of Kuna Police Department Impact Fee for the development within thirty (30) days of submittal unless the fee payer requests an individual assessment or the City determines that the development may have Extraordinary Impact.
2. *Exemption:* An exemption pursuant to section 12-3-5 of this chapter must be claimed by the fee payer upon application for a building permit or manufactured home installation permit. Any exemption not so claimed shall be deemed waived by the fee payer.

**Section 2: DIRECTING THE CITY CLERK**

**2.1** The City Clerk is directed to file, this Ordinance in the official records of the City and to provide the same to the City’s codifier for inclusion and publication in the Kuna City Code.

**Section 3: EFFECTIVE DATE**

**3.1** This Ordinance, as required by Idaho Code Section 67-8206 (6), shall be in full force and effect on the 30<sup>th</sup> day following its passage and approval; and shall be published in full or by summary as provided in Idaho Code sections 50-901 and 50-901A within one month of its passage and approval all according to law.

PASSED BY THE COUNCIL OF THE CITY OF KUNA, IDAHO, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

APPROVED BY THE MAYOR OF THE CITY OF KUNA, IDAHO, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

CITY OF KUNA

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

ATTEST:

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

**ORDINANCE No. 2024-33**

**CITY OF KUNA  
Ada County, Idaho**

**AN ORDINANCE, AMENDING SECTION 4 OF CHAPTER 1 OF TITLE 12 OF THE  
KUNA CITY CODE BY MAKING TECHNICAL CHANGES TO THE KUNA PARK  
IMPACT FEE SCHEDULE**

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

**Section 1: AMENDING TITLE 12 KUNA CITY CODE**

**1.1** That Section 4 of Chapter 1 of Title 12 of the Kuna City Code be and the same is hereby amended to read as follows:

**12-1-4: CALCULATION OF DEVELOPMENT IMPACT FEES:**

*A. General provisions.*

1. Accounting principles. The calculation of a development impact fee shall be in accordance with generally accepted accounting principles. A development impact fee shall not be deemed invalid because payment of the fee may result in an incidental benefit to owners or developers within the service area other than the person paying the fee.
2. Levels of service. A development impact fee shall be calculated on the basis of levels of service for public facilities adopted in this chapter that are applicable to existing development as well as new growth and development. The construction, improvement, expansion or enlargement of new or existing public facilities for which a development impact fee is imposed must be attributable to the capacity demands generated by the new development.

*B. Methodology; proportionate methodology.* A development impact fee shall not exceed a proportionate share of the cost of system improvements determined in accordance with IC § 67-8207, as amended. Development impact fees shall be based on actual system improvement costs or reasonable estimates of such costs. The amount of the development impact fee shall be calculated using the methodology contained in the Development Impact Fee Study

*C. Proportionate share determination.*

1. All development impact fees shall be based on a reasonable and fair formula or method under which the development impact fee imposed does not exceed a proportionate share of the costs incurred or to be incurred by the city in the provision of system improvements to serve the new development. The proportionate share is the costs attributable to the new development after the city considers the following:
  - a. Any appropriate credit, offset or contribution of money, dedication of land or construction of system improvements;

- b. Payments reasonably anticipated to be made by or as a result of a new development in the form of user fees and debt service payments;
  - c. That portion of general tax or other revenues allocated by the jurisdiction to system improvements; and
  - d. All other available sources of funding such system improvements.
2. In determining the proportionate share of the cost of system improvements to be paid by the developer, the following factors shall be considered by the city and accounted for in the calculation of the development impact fee:
- a. The costs of existing system improvements within the service area;
  - b. The means by which existing system improvements have been financed;
  - c. The extent to which the new development will contribute to the cost of system improvements through taxation, assessments, or developer or landowner contributions, or has previously contributed to the cost of system improvements through developer or landowner contributions;
  - d. The extent to which the new development is required to contribute to the cost of existing system improvements in the future
  - e. The extent to which the new development should be credited for providing system improvements, without charge to other properties within the service area;
  - f. Extraordinary costs, if any, incurred in serving the new development;
  - g. The time and price differential inherent in a fair comparison of fees paid at different times; and
  - h. The availability of other sources of funding system improvements including, but not limited to, user charges, general tax levies, intergovernmental transfers and special taxation.

D. *Developer's election.* A developer shall have the right to elect to pay a project's proportionate share of system improvement costs by payment of development impact fees according to the fee schedule in the Development Impact Fee Study as full and complete payment of the development project's proportionate share of system improvement costs, except as provided in IC § 67-8214(3), as amended.

E. *Fee Schedules.* ~~Development impact fees shall be calculated using the schedule in the Development Impact Fee Study, unless: (a) the fee payer requests an individual assessment pursuant to the chapter; or (b) the city finds an extraordinary impact for a proposed development in writing to the fee payer, in which case section shall apply.~~

1. Development impact fees shall be calculated using the schedule in the Development Impact Fee Study, unless:

- a. The fee payer requests an individual assessment pursuant to the chapter; or
- b. The city finds an extraordinary impact for a proposed development in writing to the fee payer, in which case section shall apply.

2. *Park Impact Fees:*

Residential (dwelling units)	\$	2,604
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F. *Procedures.*

1. *Building permit.* Upon submittal of complete building permit plans, the city shall calculate the development impact fees in accordance with this chapter within thirty (30) days of submittal.
2. *Exemption.* An exemption must be claimed by the fee payer upon application for a building permit. Any exemption not so claimed shall be deemed waived by the fee payer. Applications for exemption shall be submitted to and determined by the city within ninety (90) days.

G. *Using an individual assessment.*

1. In lieu of calculating the amount of development impact fees by reference to the schedule in the Development Impact Fee Study, a fee payer may request that the amount of the required development impact fee be determined through an individual assessment for the proposed development. The individual assessment process shall permit consideration of studies, data, and any other relevant information submitted by the fee payer to adjust the amount of the fee. If a fee payer requests the use of an individual assessment, the fee payer shall be responsible for retaining a qualified professional to prepare the individual assessment that complies with the requirements of this chapter, at the fee payer's expense. The fee payer shall, at the fee payer's expense, bear the burden of proving by clear and convincing evidence that the resulting individual assessment complies with the requirements of this chapter. The fee payer shall bear the burden of proving by clear and convincing evidence that the resulting individual assessment is a more accurate measure of its proportionate share of the cost of city capital improvements, based on the city's adopted levels of service, than the development impact fees that would otherwise be due pursuant to the schedule set forth in the Development Impact Fee Study.
2. Each individual assessment shall be based on the same level of service standards and unit costs for system improvements used in the Development Impact Fee Study, shall use an average cost (not a marginal cost) methodology, and shall document the relevant methodologies and assumptions used.
3. An application for an individual assessment may be submitted at any time that the number of dwelling units in the proposed development and the types and amounts of development in each non-residential category identified in the schedule in the Development Impact Fee Study are known. The city shall issue a decision within thirty (30) days following receipt of a completed application for individual assessment and supporting information from the applicant, so as not to unreasonably delay subsequent applications for or issuance of building permits.
4. Each individual assessment shall be submitted to the Development Impact Fee Administrator, and may be accepted, rejected, or accepted with modifications by the Development Impact Fee Administrator as the basis for calculating development impact fees. The criteria for acceptance, rejection or acceptance with modifications shall be whether the individual assessment is more accurate measure of demand for the city capital improvements element(s) created by the proposed development, or the costs of those facilities, than the applicable fee shown in the schedule in the Development Impact Fee Study.
5. The decision by the Development Impact Fee Administrator on an application for an individual assessment shall include an explanation of the calculation of the

development impact fee, shall specify the system improvement(s) for which the development impact fee is intended to be used, and shall include an explanation of those factors identified in IC § 67-8207.

- 6. If an individual assessment is accepted or accepted with modifications by the Development Impact Fee Administrator then the development impact fees due under this chapter for such development shall be calculated according to such individual assessment.

**Section 2: DIRECTING THE CITY CLERK**

- 2.1 The City Clerk is directed to file, this Ordinance in the official records of the City and to provide the same to the City’s codifier for inclusion and publication in the Kuna City Code.

**Section 3: EFFECTIVE DATE**

- 3.1 This Ordinance, as required by Idaho Code Section 67-8206 (6), shall be in full force and effect on the 30<sup>th</sup> day following its passage and approval; and shall be published in full or by summary as provided in Idaho Code sections 50-901 and 50-901A within one month of its passage and approval all according to law.

PASSED BY THE COUNCIL OF THE CITY OF KUNA, IDAHO, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

APPROVED BY THE MAYOR OF THE CITY OF KUNA, IDAHO, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

CITY OF KUNA

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

ATTEST:

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

**ORDINANCE NO. 2024-34**

**CITY OF KUNA  
Ada County, Idaho**

**AN ORDINANCE, AMENDING TITLE 2 BY THE ADDITION OF A NEW CHAPTER 7 ADDING DEVELOPMENT IMPACT FEE ADVISORY COMMITTEES ESTABLISHED BY INTERGOVERNMENTAL AGREEMENT; AND AMENDING SECTION 2, CHAPTER 2 TITLE, 12 KUNA CITY CODE MAKING A RELATED TECHNICAL CORRECTION OF THE JOINT ADVISORY COMMITTEE DEFENITION; AND AMENDING SECTION 5 OF CHAPTER 2 OF TITLE 12 KUNA CITY CODE PROVIDING THAT THE DISTRICT ADMINISTRATOR RATHER THAN THE CITY DETERMINES APPLICATIONS FOR DEVELOPMENT IMPACT FEE EXEMPTIONS; AND DIRECTING THE CITY CLERK; AND PROVIDING AN EFFECTIVE DATE AND PUBLICATION.**

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

**Section 1: AMENDING TITLE 2 KUNA CITY CODE**

**1.1** That Title 2 of the Kuna City Code be and the same is hereby amended by the addition of a new Chapter 7 to read as follows:

**2-7-1 DEVELOPMENT IMPACT FEE ADVISORY STANDING COMMITTEE ESTABLISHED BY INTERGOVERNMENTAL AGREEMENT**

Any City Development Impact Fee Advisory Committee, established by an intergovernmental agreement under I.C. § 67-8204A, is a permanent standing committee of the City. It operates in accordance with the terms of the intergovernmental agreement and any amendments made between the City and the other party to the Intergovernmental Agreement. .

**Section 2: AMENDING SECTION 2, CHAPTER 2 OF TITLE 12 KUNA CITY CODE**

**2.1** That Section 2 of Chapter 2 of Title 12 Kuna City Code be and the same is hereby amended to read as follows:

**12-2-2: - DEFINITIONS:**

As used in this chapter, the following words and terms shall have the following meanings, unless another meaning is plainly intended and words and terms appearing in the singular number includes the plural and the plural the singular:

*ACCOUNTS* shall mean any of one or more interest bearing accounts within the Fire District Development Impact Fee Capital Projects Trust Fund established in section 12-2-9 of this chapter.

*ACT* shall mean the Idaho Development Impact Fee Act as set forth in Chapter 82 of Title 67, Idaho Code.

*APPROPRIATE* shall mean to legally obligate by contract or otherwise commit to the expenditure of funds by appropriation or other official act of the board of commissioners.

*BOARD OF COMMISSIONERS* shall mean the board of commissioners of the Kuna Rural Fire District, which is its governing board.

*BUILDING PERMIT* shall mean the permit required for foundations, new construction and additions pursuant to KCC § 4-1-3.

*CAPITAL IMPROVEMENTS* shall mean improvements with a useful life of ten (10) years or more, by new construction or other action, which increases the service capacity of district capital facilities.

*CAPITAL IMPROVEMENTS ELEMENT* shall mean a component of the Capital Improvements Plan identified as adopted by the district and the city pursuant to Chapters 65 and 82 of Title 67, Idaho Code, and as amended, which component meets the requirements of the Capital Improvements Plan by the Act.

*CAPITAL IMPROVEMENTS PLAN* shall mean the Kuna Rural Fire District Impact Fee Study and Capital Improvement Plan Final Report dated November 30, 2021 recommended by the joint advisory committee and adopted by the district and the city pursuant to the act that identifies district capital facilities for which fire district impact fees may be used as a funding source.

*CITY* shall mean the City of Kuna.

*CITY COUNCIL* shall mean the city council of the City of Kuna.

*DEVELOPER* shall mean any person or legal entity undertaking development including a development that seeks an annexation into the city and/or undertakes the subdivision of property pursuant to IC §§ 50-1301 through 50-1334, as amended.

*DEVELOPMENT* shall mean any construction or installation of a building or structure, or any change in use of a building or structure, or any change in the use, character or appearance of land, which creates additional demand and need for public facilities or the annexation into the city and/or subdivision of property that would permit any change in the use, character or appearance of land.

*DEVELOPMENT APPROVAL* shall mean any written duly authorized document from the city which authorizes the commencement of a development.

*DEVELOPMENT REQUIREMENT* shall mean a requirement attached to a developmental approval or other city governmental action approving or authorizing a particular development project including, but not limited to, a rezoning, which requirement compels the payment, dedication or contribution of goods, services, land or money as condition of approval.

*DISTRICT* shall mean the Kuna Rural Fire District, a fire district organized and existing by virtue of the Fire Protection District Law, Chapter 14 of Title 31, Idaho Code.

*DISTRICT ADMINISTRATOR* shall mean the officer of administration of the district, or her, or his designee, who shall administer the Fire District Impact Fees.

*DISTRICT CAPITAL FACILITIES* shall mean district stations and equipment which is identified in the Capital Improvements Plan, and specifically including those related costs including system improvements costs, but not including maintenance, operations, or improvements that do not expand their capacity.

*EXTRAORDINARY COSTS* shall mean those costs incurred as result of an extraordinary impact.

*EXTRAORDINARY IMPACT* shall mean an impact which is reasonably determined by the district to: (i) result in the need for district system improvements, the cost of which will significantly exceed the sum of the development impact fees to be generated from the project or the sum agreed to be paid pursuant to a development agreement as allowed by IC § 67-8214(2), as amended; or (ii) result in the need for district system improvements which are not identified in the Capital Improvements Plan.

*FEE PAYER* shall mean the person who pays or is required to pay a fire district impact fee. A fee payer may include a developer.

*FIRE DISTRICT DEVELOPMENT IMPACT FEE CAPITAL PROJECTS TRUST FUND (the "TRUST FUND")* shall mean the fire district trust fund established by action of the board of commissioners of the district as set forth in board of commissioners Resolution No. 2018-07 codified as chapter 3 of title 27 Kuna Rural Fire District Policy Code and pursuant to § 12-2-9 of this chapter and pursuant to IC § 67-8210(1) into which all fire district impact fees shall be deposited and maintained by the fire district ~~and a copy of the provisions of chapter 3 of title 27 Kuna Rural Fire District Policy Code is attached to Ordinance No. 2018-14 as exhibit C.~~

*FIRE DISTRICT IMPACT FEE* shall mean a payment of money imposed as condition of development approval to pay for a proportionate share of the costs of system improvements needed to serve the development. The term does not include the following:

1. A charge or fee to pay the administrative plan review, or inspection cost associated with permits required for development;

2. Connection or hookup charges;
3. Availability charges for drainage, sewer, water or transportation charges for services provided directly to the development; or
4. Amounts collected from a developer in a transaction in which the district has incurred expenses in constructing capital improvements for the development if the owner or developer has agreed to be financially responsible for the construction or installation of those capital improvements, unless a written agreement is made, pursuant to IC § 67-8209(3) as amended, for credit or reimbursement.

*INTERGOVERNMENTAL AGREEMENT* shall mean the City of Kuna/Kuna Rural Fire District Intergovernmental Agreement to Collect and Expend Development Impact Fees For Fire District Systems Improvements entered into by and between the city and the district pursuant to IC § 67-8204A for the collection and expenditure of fire district impact fees established pursuant to this chapter ~~and attached to Ordinance No. 2018-14 as Exhibit B.~~

*JOINT ADVISORY COMMITTEE* shall mean the City of Kuna/Kuna Rural Fire District Joint Development Impact Fee Advisory Committee formed pursuant to Chapter ~~6~~ 7 of [Title 2](#) KCC.

*KCC* shall mean the Kuna City Code, the official Code of Ordinances of the city.

*LAND USE ASSUMPTIONS* shall mean a description of the service area and projections of land uses, densities, intensities and population in the service area over at least a ten-year period.

*LEVEL OF SERVICE* shall mean a measure of the relationship between service capacity and service demand for public facilities.

*MANUFACTURED/MOBILE HOME* shall mean a structure, constructed according to HUD/FHA mobile home construction and safety standards, transportable in one (1) or more sections, which, in the traveling mode, is eight (8) feet or more in width or is forty (40) body feet or more in length, or when erected on site, is three hundred twenty (320) or more square feet, and which is built on a permanent chassis and designed to be used as a dwelling with or without a permanent foundation when connected to required utilities, and includes the plumbing, heating, air conditioning and electrical systems contained in such structure, except that such term shall include any structure which meets all the requirements of this subsection except the size requirements and with respect to which the manufacturer voluntarily files a certification required by the secretary of housing and urban development and complies with the standards established under 42 U.S.C. §§ 5401 et seq.

*MODULAR BUILDING* shall mean any building or building component other than a manufactured/mobile home, which is constructed according to the International Building Code, as adopted or any amendments thereto, which is of closed construction and is either entirely or substantially prefabricated or assembled at a place other than the building site.

*OWNER OF RECORD* shall mean the person or legal entity on record with the county assessor's office as the current property owner.

*PRESENT VALUE* shall mean the total current monetary value of past, present or future payments, contributions or dedications of goods, services, materials, construction or money.

*PROJECT* shall mean a particular development on an identified parcel of land.

*PROJECT IMPROVEMENTS*, in contrast to system improvements, shall mean site improvements and facilities that are planned and designed to provide service for a particular development project and that are necessary for the use and convenience of the occupants or users of the project.

*PROPORTIONATE SHARE* shall mean that portion of system improvements costs determined pursuant to IC § 67-8207 which reasonably relates to the service demands and needs of the project.

*PUBLIC FACILITIES* shall mean land, buildings and equipment used for fire protection, emergency medical and rescue, and water supply production, storage and distribution facilities which have a useful life of ten (10) years or more.

*RECREATIONAL VEHICLE* shall mean a vehicular type unit primarily designed as temporary quarters for recreational, camping, or travel use, which either has its own motive power or is mounted on or drawn by another vehicle.

*SERVICE AREA* shall mean any defined geographic area within the city as identified by the district in which specific public facilities provide service to development within the areas defined, on the basis of sound planning or engineering principles or both. For purposes of this chapter, there shall be one service area encompassing all of the City of Kuna.

*SERVICE UNIT* shall mean a standardized measure of consumption, use, generation or discharge attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards for a particular category of capital improvements. As specifically used in this chapter, service units include dwelling units as defined in KCC § 5-1-6-2 and square feet of nonresidential development.

*SYSTEM IMPROVEMENTS*, in contrast to project improvements, shall mean capital improvements to public facilities which are designed to provide service to a service area. For the purpose of this chapter, system improvements are for district capital facilities.

*SYSTEM IMPROVEMENTS COSTS* shall mean costs incurred for construction or reconstruction of system improvements, including design, acquisition, engineering and other costs, and also including, without limitation, the type of costs described in IC § 50-1702(h), as amended, to provide additional public facilities needed to service new growth and development. For clarification, system improvements costs do not include:

1. Construction, acquisition or expansion of public facilities other than capital improvements identified in the Capital Improvements Plan;
2. Improvements, repair, operation or maintenance of existing or new capital;
3. Upgrading, updating, expanding or replacing existing capital improvements to serve existing development in order to meet stricter safety, efficiency, environmental or regulatory standards;
4. Upgrading, updating, expanding or replacing existing capital improvements to provide better service to existing development;
5. Administrative and operating costs of the district and/or the city unless such costs are attributable to development of the Capital Improvements Plan, as provided in IC § 67-8208, as amended; and
6. Principal payments and interest or other finance charges on bonds or other indebtedness except financial obligations issued by or on behalf of the district to finance capital improvements identified in the Capital Improvements Plan.

**Section 3: AMENDING SECTION 5(B) CHAPTER 2 TITLE 12 OF KUNA CITY CODE**

3.1 That Section 5 of Chapter 2 of Title 12 Kuna City Code be and the same is hereby amended to read as follows:

***12-2-5: - EXEMPTIONS:***

- A. *Exemptions. The provisions of this chapter shall not apply to the following:*
1. *Rebuilding the same amount of floor space of a structure which is destroyed by fire or other catastrophe, provided the structure is rebuilt and ready for occupancy within two (2) years of its destruction;*
  2. *Remodeling or repairing a structure which does not increase the number of service units;*
  3. *Replacing a residential unit, including a manufactured/mobile home, with another residential unit on the same lot; provided that, the number of service units does not increase;*
  4. *Placing a temporary construction trailer or office on a lot;*
  5. *Constructing an addition on a residential structure which does not increase the number of service units;*

- 6. *Adding uses that are typically accessory to residential uses, such as tennis court or a clubhouse, unless it can be clearly demonstrated that the use creates a significant impact on the capacity of system improvements; or*
- 7. *The installation of a modular building, manufactured/mobile home or recreational vehicle if the fee payer can demonstrate by documentation such as utility bills and tax records that either: (a) a modular building, manufactured/mobile home or recreational vehicle was legally in place on the lot or space prior to the effective date of this chapter; or (b) a fire district impact fee has been paid previously for the modular building, manufactured/mobile home or recreational vehicle on that same lot or space.*

*B. Exemption claim process: An exemption from a fire district impact fee must be claimed on the application by the developer (fee payer) upon submitting their application for a building permit or manufactured home installation permit. Any exemption not so claimed shall be deemed waived by the fee payer. Applications for exemption shall be determined by the ~~city~~ District Administrator within ninety (90) days of receipt of the claim for exemption.*

**Section 4: DIRECTING THE CITY CLERK**

**4.1** The City Clerk is directed to file, this Ordinance in the official records of the City and to provide the same to the City’s codifier for inclusion and publication in the Kuna City Code.

**Section 5: EFFECTIVE DATE**

**5.1** This Ordinance, as required by Idaho Code Section 67-8206 (6), shall be in full force and effect on the 30<sup>th</sup> day following its passage and approval; and shall be published in full or by summary as provided in Idaho Code sections 50-901 and 50-901A within one month of its passage and approval all according to law.

PASSED BY THE COUNCIL OF THE CITY OF KUNA, IDAHO, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

APPROVED BY THE MAYOR OF THE CITY OF KUNA, IDAHO, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2024.

CITY OF KUNA

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

ATTEST:

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

**RESOLUTION NO. R59-2024**

**CITY OF KUNA  
ADA AND CANYON COUNTIES, STATE OF IDAHO**

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

- **Making Certain Findings; and**
- **Approving and Authorizing the Mayor and City Clerk to execute on behalf of the City Council that certain Agreement with the “*City of Kuna and Kuna Rural Fire District First Amended and Reformed Intergovernmental and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements*”; and**
- **Directing the City Clerk; and**
- **Setting an Effective Date.**

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Kuna:

**Section 1: Findings**

It is hereby found by the City Council that:

- 1.1** Considerable growth within the City of Kuna has an impact upon the District’s ability to service that new growth with the same level of service in reliance upon existing District income sources; and
- 1.2** The District has negotiated with the City of Kuna to use the City’s ordinance authority to impose a development impact fee for this Fire District’s Systems Improvements that are within the City and also within the boundaries of this Fire District; and
- 1.3** As a necessary part of the process of establishing a Fire District development impact fee in addition to the approval of an Ordinance by the City, pursuant to Idaho Code § 67-8204A, the District has negotiated the following agreement with the City of Kuna: the *City of Kuna and Kuna Rural Fire District First Amended and Reformed Intergovernmental and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements*” (the “Intergovernmental Agreement”); and
- 1.4** Section 2 “Recitals” of the Intergovernmental Agreement sets forth the authority, intentions, purposes, consideration and reasons of the City of Kuna and this Fire District for entering into the Intergovernmental Agreement, and such Recitals are therefore by this reference incorporated herein as if set forth at length.

**Section 2: Action authorizing the Mayor and District Officer Administrator to execute the**

**Intergovernmental Agreement**

**2.1** That the Mayor of the City Council and the City Clerk are hereby authorized, as the agents of this City, to execute the Intergovernmental Agreement, a true and correct copy of which is attached hereto and marked **Exhibit A** and by this reference incorporated herein, and thereby fully bind this City to its terms and conditions upon the same being approved and executed by the Kuna Rural Fire District.

**Section 3: Direction to City Clerk**

**3.1** The City Clerk is hereby directed to retain this resolution in the official records of the City and to provide a certified copy of this resolution to the District Officer Administrator of the Kuna Rural Fire District, and provide a copy to the City attorney.

**Section 4: Effective Date**

**4.1** This Resolution shall be in full force and effect on \_\_\_\_\_, 2024.

**PASSED AND APPROVED BY THE MAYOR AND COUNCIL OF THE CITY OF KUNA, CANYON COUNTY, IDAHO, THIS \_\_ DAY OF \_\_\_\_\_ 2024.**

Approved:

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

Attest:

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

**EXHIBIT A**  
**CITY OF KUNA AND KUNA RURAL FIRE DISTRICT**

**FIRST AMENDED AND REFORMED INTERGOVERNMENTAL AND JOINT  
 POWERS AGREEMENT FOR THE COLLECTION AND EXPENDITURE OF  
 DEVELOPMENT IMPACT FEES FOR FIRE DISTRICT SYSTEM IMPROVEMENTS**

[Idaho Code §§ 67-8204A & 67-2328]

**Parties to Agreement:**

<b>City of Kuna</b>	<b>City</b>	<u><b>Physical Address:</b></u> <u><b>Mailing Address:</b></u> <u><b>City Hall:</b></u> 751 W. 4 <sup>th</sup> Street Kuna, Idaho 83634
<b>Kuna Rural Fire District</b>	<b>Fire District</b>	<u><b>Physical Address:</b></u> <u><b>Mailing Address:</b></u> P.O. Box 607 Kuna, Idaho 83634.

**THIS INTERGOVERNMENTAL AND JOINT POWERS AGREEMENT** (the “Agreement”) is entered into by and between City of Kuna (City) and Kuna Rural Fire District (“Fire District”) as an Intergovernmental Agreement as provided for in Idaho Code §67-8204A.)

**NOW, THEREFORE**, in consideration of the mutual covenants and promises herein set forth, and for other good and valuable consideration hereby acknowledged by the Parties to this Agreement as having been received, the Parties hereby mutually promise, covenant, and agree as follows:

## SECTION 1 DEFINITIONS

For all purposes of this Agreement, the following terms have the definitions as herein provided in this Section unless the context of the term clearly requires otherwise:

- 1.1 Act:** Means and refers to the Idaho Development Impact Fee Act, Chapter 82, Title 67, Idaho Code as it may be amended or restated from time to time.
- 1.2 Agreement:** Means and refers to this *City of Kuna and Kuna Rural Fire District First Amended and Reformed Intergovernmental and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements*.
- 1.3 Capital Improvements Plan:** Means and refers to the most recent *Impact Fee Study and Capital Improvements Plan*, adopted by the City and the Fire District pursuant to the Act which defines the Fire District's Service Area.
- 1.4 City:** Means and refers to *City of Kuna, Idaho*, Party to this Agreement.
- 1.5 Fire District:** Means and refers to *Kuna Rural Fire District*, Party to this Agreement.
- 1.6 Fire District Board:** Means and refers to the Board of Commissioners of the Fire District.
- 1.7 Joint Advisory Committee:** Means and refers to the *City of Kuna and Kuna Rural Fire District Joint Development Impact Fee Advisory Committee* formed and staffed by the City and the Fire District pursuant to Idaho Code § 67-8205 to prepare and recommend the Capital Improvements Plan and any amendments, revisions, or updates of the same.
- 1.8 Ordinance:** Means and refers to the City's *Kuna Rural Fire District Development Impact Fee Ordinance Fire District Intergovernmental Agreement Development Impact Fees Ordinance* codified at Chapter 2 of Title 12, Kuna City Code together with any amendments thereto approved subsequent to the date of this Agreement.
- 1.9 Original Intergovernmental Agreement:** Means and refers to the *City of Kuna/Kuna Rural Fire District Intergovernmental Agreement to Collect and Expend Development Impact Fees for Fire District Systems Improvements* by and between the Parties.
- 1.10 Party/Parties:** Means and refers to the City and/or the Fire District, as the Parties in this Agreement, depending upon the context of the term used in this Agreement.
- 1.11 Service Area:** Means and refers to a service area as defined in the Act at Idaho Code § 67-8203(26).
- 1.12 System Improvements:** Means and refers to capital improvements to public facilities designed to provide service to a service area as defined in the Act at Idaho Code §

67-8203(28).

- 1.13 Trust Fund:** Means and refers to the *Fire District Development Impact Fee Capital Projects Trust Fund* established by the Fire District pursuant to the Ordinance and pursuant to Idaho Code § 67-8210(1).

## SECTION 2 PURPOSES & AUTHORITY

- 2.1 Purpose.** The Purpose of this Agreement is to facilitate the intent and purpose of the Capital Improvement Plan and the Ordinance, to promote and accommodate orderly growth and development, protect the public health, safety, and general welfare of the residents within the City and within the boundaries of the Fire District which are not within a city, and to further the best interest of the Parties.
- 2.2.** Idaho Code § 67-2328 authorizes public agencies in Idaho to exercise jointly any power, privilege, or authority authorized by the Idaho Constitution, statute, or charter. The Parties, each being a public agency, hereby agree to exercise jointly their respective powers, privileges, and authorities to accomplish the collection and expenditure of development impact fees in accordance with Title 67, Chapter 82 Idaho Code.
- 2.3.** Idaho Code § 67-8204A provides that the City has the authority to enter into an intergovernmental agreement with the Fire District for the purpose of agreeing to collect and expend development impact fees for system improvements when they are jointly affected by development.
- 2.4.** The Fire District's duty and responsibility is to provide protection of property against fire and the preservation of life, and enforcement of any of the fire codes and other rules that are adopted by the state fire marshal.
- 2.5.** The City is experiencing considerable growth and development, and the City and Fire District are both affected by said development.
- 2.6** Pursuant to the Original Intergovernmental Agreement the City adopted the Ordinance, which is intended and does provide for the collection and expenditure of development impact fees for the Fire District, the Parties have established and appointed, pursuant to Idaho Code § 67-8205, the Advisory Committee consisting of at least five (5) members, two (2) shall be members of the local community active in development, banking, or real estate; and
- 2.7.** Fire District will provide the City with a Capital Improvements Plan prepared in accordance with the requirements of Idaho Code § 67-8208 in consultation with the Joint Advisory Committee appointed by Fire District as provided in Idaho Code §§ 67-8205 and 67-8206(2).

- 2.8.** Adoption of the Capital Improvements Plan by the City of Kuna City Council and the Fire District Board, subject to providing published notice and conducting a public hearing, will be in accordance with Idaho Code §§ 67-8206(3) and 67-8208(1) as applicable.
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- 2.10** That by reason above stated, the Parties have determined it is necessary and desirable to enter into this Agreement.

### SECTION 3 TRUST FUND

- 3.1 Trust Fund Name:** The Fire District shall establish and maintain the Trust Fund entitled *Fire District Development Impact Fee Capital Projects Trust Fund*; and
- 3.2 Deposits to the Trust Fund Accounts:** Fire District development impact fees collected by the City pursuant to the Ordinance and transferred to the Fire District shall be maintained by the Fire District and deposited to the accounts in the Trust Fund; and
- 3.3 Interest Bearing Trust Fund Accounts:** The Fire District shall establish Trust Fund accounts as interest-bearing Accounts; and
- 3.4 Trust Fund Accounts Accounting:** The Fire District shall account for the Trust Fund Accounts as follows:
- 3.4.1** Establish a separate accounting for each collected and transferred Impact Fee by the designation of the year, month, and date the Impact Fee was collected by the City, the name of the fee payer, and the identification of the real property which is the subject of the collection of the Impact Fee including the name of the subdivision, the lot #, and the block #, or the County Assessor parcel number (i.e. 24/11/1- Smith – \_\_\_\_\_ View Subdivision No. 1, Lot \_\_\_\_, Block \_\_\_\_ or County Assessor's Parcel No. \_\_\_\_\_); and
- 3.4.2** Each separate accounting shall be additionally designated; in the event it was paid under protest (i.e., UP) or is the subject of a claim for refund or reimbursement (i.e., CR); and
- 3.4.3** All Impact Fees in all Trust Fund Accounts shall be maintained in interest-bearing accounts. The interest earned on each account, pursuant to Idaho Code Section 67-8210(1) shall not be governed by Idaho Code Section 57-127 and as amended and shall be considered funds of each account and shall be subject to the same restrictions on uses of collected Impact Fees on which the interest is generated; and

- 3.4.4** *First-in/First-out.* All Impact Fees in each account shall be spent in the order collected, on a first-in/first-out basis; and
- 3.4.5** *Financial Records.* Accurate financial records shall be maintained and kept for each account that shall show the source and disbursement of all revenues, account for all Impact Fees monies received, ensure that the disbursement of funds from each account shall be used solely and exclusively for the provisions of projects specified in the Capital Improvements Plan, and provide an annual accounting of the Trust Fund account showing the source and amount of all Impact Fees collected and the projects that were funded.
- 3.5** **Trust Fund Accounts Audit:** The Fire District shall perform and prepare an audit as an annual report: (a) describing the amount of all Impact Fees received, appropriated or spent during the preceding year by category of Public Facility; and (b) describing the percentage of taxes and revenues from sources other than the Impact Fees collected, appropriated, or spent for System Improvements during the preceding fiscal year under the System Improvements category of public facility and the Service Area. A copy of this audit shall be provided to the City; and
- 3.6** **Trust Fund Accounts Expenditures:** Distribution from the Trust Fund, except for a Fee Payer Reimbursement or Fee Payer Refund made pursuant to the City Ordinance and this Agreement, shall be in accordance with Idaho Code § 67-8210.

#### SECTION 4 ADVISORY COMMITTEE ADMINISTRATION AND STAFFING

- 4.1** **City of Kuna/Kuna Rural Fire District Development Impact Fee Advisory Standing Committee; Name and Membership; Officers.** There is herein established the *City of Kuna/Kuna Rural Fire District Development Impact Fee Advisory Committee* as provided in this Section.
- 4.1.1** **Advisory Committee Name and Membership.** Members shall be appointed by the Kuna Rural Fire District Board of Commissioners with notice of appointment to the City of Kuna City Council for a term of one (1) year or until a successor is appointed in his/her place., and there shall not be fewer than five (5) members of which two (2) or more members shall be active in the business of development or real estate, and at least two (2) or more members shall not be employees or officials of the City or Fire District, and all members must reside within the boundaries of the service area.
- 4.1.2** **Charge.** The Advisory Committee shall serve as an advisory committee to the City of Kuna City Council and to the Fire District Board, and is charged with the following responsibilities:
- 4.1.2.1** Assist the City and Fire District in adopting land use assumptions, review the Capital Improvements Plan, and monitor and evaluate implementation of the Capital Improvements Plan;

**4.1.2.2** File with the Fire District Administrator and the City of Kuna City Council, at least annually, with respect to the Capital Improvements Plan a report of any perceived inequities in implementing the Capital Improvements Plan or imposing the Fire District Impact Fees;

**4.1.2.3** Advise the City of Kuna City Council and to the Fire District Board of the need to update or revise land use assumptions, Capital Improvements Plan and Fire District Development Impact Fees; and

**4.1.2.4** Fire District shall make available to the Joint Advisory Committee, upon request, all financial and accounting information, professional reports in relation to other development and implementation of land use assumptions, the Capital Improvements Plan, and periodic updates of the Capital Improvements Plan.

**4.1.3 Advisory Committee Organization.** The Fire District Administrator shall staff the Joint Advisory Committee in order to provide needed information for the Committee's review and to provide for its compliance with Idaho Open Meetings Law (Chapter 2, Title 74 Idaho Code).

**4.1.3.1** The Advisory Committee shall select officers, which include a Chairman, Vice Chairman, and a Secretary of the Committee.

**4.1.3.2** The Chairman shall conduct the meetings of the Committee. The duties of the Chairman shall be performed by the Vice Chairman in the absence of the Chairman or as delegated by the Chairman. The Chairman and the Vice Chairman shall be members of the Committee.

**4.1.3.3** The Fire District Administrator shall serve as the Secretary of the Committee and shall take minutes and post agenda notices required by the Open Meeting Law. The Secretary is not a member of the Committee.

**4.1.3.4** The Committee shall establish a regular meeting schedule.

**4.1.3.5** The agenda of each meeting shall include the approval of the minutes of the last meeting and the Secretary shall provide a copy of the approved minutes to the City of Kuna City Council and Fire District's Board of Commissioners.

**4.1.3.6** Fifty-one percent (51%) of the membership of the Committee shall constitute a quorum. Once a quorum is established for a meeting, the subsequent absence of a member present for creating the quorum shall not dismiss the quorum.

**4.1.3.7** A majority vote of those present at any meeting is sufficient to carry motions.

**4.1.4 Reporting.** The Advisory Committee reports directly to the City of Kuna City Council

and to the Fire District Board.

**4.1.5 City of Kuna City Council and Fire District Board of Commissioners Review of Committee's Reports and Recommendations.** The City Council and Fire District Board shall each consider the Committee's recommended revision(s) at least once every twelve (12) months. The Joint Advisory Committee's recommendations and the City of Kuna City Council's and Fire District Board actions are intended to ensure that the benefits to a Development paying Fire District Impact Fees are equitable, so that the Fire District Impact Fee charged to the Development shall not exceed a Proportionate Share of the System Improvement Costs, and that the procedures for administering Fire District Impact Fees remain efficient.

**4.1.6 Annual Report.** As part of its annual audit process Fire District shall prepare an annual report for the City of Kuna City Council and Fire District Board describing:

**4.1.6.1** The amount of all development impact fees collected, appropriated, and spent during the preceding year by category of public facility and service area; and

**4.1.6.2** The percentage of tax and revenues other than impact fees collected, appropriated, or spent for system improvements during the preceding year by category of public facility and service area.

**4.1.7 Staffing.**

**4.1.7.1** The administration and performance by the City of the Ordinance shall be under the direction of City of Kuna.

**4.1.7.2** The administration and performance by the Fire District of the Ordinance shall be under the direction of the Fire District Administrator.

## **SECTION 5 DELIVERY OF FIRE IMPACT FEES TO THE FIRE DISTRICT**

**5.1 Remittance of Fees to Fire District.** Fire District Impact Fees collected by the City shall be delivered to the Fire District on a monthly basis.

**5.2 Administrative Fee.** The Fire District agrees to pay the City an administrative fee as negotiated by the Parties per building permit for the calculation, collection, and remittance of Fire District Impact Fees performed by City staff. The Fire District agrees to pay the total monthly administrative fee owed the City within thirty (30) days after receipt of City's invoice.

**5.3 Manner of Financing.** All financing of the cooperative undertaking established pursuant to this Agreement shall be the responsibility of Fire District as provided in Section 7.4.

## **SECTION 6 SERVICE AREA**

- 6.1** Idaho Code § 67-8203(26) provides that the Parties can identify a geographic area by an intergovernmental agreement in which specific public facilities [public safety facilities, for fire and emergency medical and rescue facilities Idaho Code § 67-8203(24)(f)] provide service to development within that geographic area on the basis of sound planning or engineering principles or both.
- 6.2** The adopted Capital Improvements Plan defines the Fire District's Service Area which includes area within the City of Kuna located within the boundaries of the Fire District.

## **SECTION 7 COVENANTS OF PERFORMANCE SPECIFIC TO THE FIRE DISTRICT**

The Fire District shall at all times:

- 7.1** Abide by the terms and conditions required of the Fire District as set forth in the Ordinance and any amendments to the same; and
- 7.2** Maintain and staff the position of Fire District Administrator to manage and perform the duties and responsibilities of the Fire District Administrator as set forth in the Ordinance; and
- 7.3** Establish and maintain the Trust Fund which is in accordance with the terms and conditions of the Ordinance and the provisions of Idaho Code Section 67-8210 and any amendment or recodification of the same; and
- 7.4** Pay the following costs:
- 7.4.1** Proportional costs associated with the Advisory Committee's review of the Fire District Capital Improvement Plan; and
  - 7.4.2** Costs of drafting and publication of the Ordinance and any amendment or repeal of the same as may be requested by the Fire District; and
  - 7.4.3** Costs of drafting this Agreement and any amendment or termination of the same as may be requested by the Fire District; and
  - 7.4.4** Costs associated with the Fire District's performance of this Agreement; and
  - 7.4.5** Cost associated with an appeal of a claim of exemption; and
  - 7.4.6** Legal costs and fees of any action brought by a Fee Payer or Developer involving a determination of the Fire District under the provisions of the Ordinance.

- 7.5 Be solely responsible for the Fire District's performance of the terms and conditions required of it by the Ordinance and by this Agreement.

## **SECTION 8 COVENANTS OF PERFORMANCE SPECIFIC TO THE CITY**

The City shall:

- 8.1 Approve and enact the Ordinance and maintain the same in full force and effect until amended and/or repealed in accordance with the provisions of this Agreement; and
- 8.2 Maintain and staff the position of the City Clerk to manage and perform the duties and responsibilities of the City as set forth in the Ordinance; and
- 8.3 Abide by the terms and conditions required of the City as set forth in the Ordinance and any amendments to the same, including the calculation and collection of Fire District Impact Fees in accordance with the terms of the Ordinance; and
- 8.4 Remit all Fire District Impact Fees collected by the City to the Fire District for deposit in the Trust Fund in accordance with the terms and conditions of the Ordinance and the provisions of Idaho Code Section 67-8210; and
- 8.5 Be solely responsible for the City's performance of the terms and conditions required of it by the Ordinance and by this Agreement.

## **SECTION 9 ADMINISTRATIVE STAFFING**

- 9.1 The administration and performance by the City of the Ordinance shall be under the direction of the City Clerk; and
- 9.2 The administration and performance by the Fire District of the Ordinance shall be under the direction of the Fire District Administrator.

## **SECTION 10 INDEMNIFICATION**

- 10.1 To the extent permitted by law, Fire District shall defend, indemnify, and hold City, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgements, costs, expenses arising out of or in connection with any acts or omissions of the Fire District related to the Ordinance, this Agreement, the assessment, collection and/or expenditure of impact fees provided by the Ordinance, and/or any claim involving the administration of impact fees as provided by this Agreement. In the event of such claim, Fire District shall defend such allegations and Fire District shall bear all costs, fees, and expenses of such defense, including, but not limited to, all attorney fees and expenses, court

costs, and expert witness fees and expenses. Such indemnification and reimbursement for defense shall be limited to only those claims, and only to the extent that Fire District itself could be liable under state and federal statutes, regulations, common law, and other law.

- 10.2** To the extent permitted by law, City shall defend, indemnify, and hold Fire District, its officers, agents, subcontractors, and employees harmless for injuries to persons or property resulting from the wrongful acts of the City, its officers, agents, or employees in performing the duties described in this Agreement. Such indemnification and defense shall only be limited to those claims, and only to the extent that, City itself could be liable under state and federal statutes, regulations, common law, and other law. City's indemnification and defense of Fire District herein is further limited by all defenses, burdens of proof, immunities, and limitations on damages to which City would be entitled if the claims were asserted against City.

## **SECTION 11 TERM/TERMINATION/AMENDMENT**

- 11.1 Term.** This Agreement shall continue in force and effect perpetually from its execution date.
- 11.2 Party Termination.** This Agreement may be terminated by either Party upon ninety (90) day notice in writing to the other Party. Upon termination, City shall remit all collected Fire District Impact Fees as provided in the Ordinance.
- 11.2.1** Any notice of intent to terminate shall include a proposal regarding repeal of the Ordinance.
- 11.2.2** No termination of this Agreement or repeal of the Ordinance can be retroactive and the Agreement and Ordinance shall remain in effect regarding any active accounts in the Trust Fund.
- 11.3 Amendment.** This Agreement may be amended only by written agreement of the Parties.

## **SECTION 12 EFFECTIVE DATE**

- 12.1** This Agreement is effective simultaneously with the effective date of the Ordinance.

## **SECTION 13 NOTICE AND DELIVERY OF DOCUMENTS**

- 13.1** The contact information for purposes of notice to and/or the delivery of documents to the City is as follows:
- 13.1.1** By mail or hand delivery addressed to:

City of Kuna City Clerk  
 Kuna City Hall  
 751 W. 4<sup>th</sup> Street  
 Kuna, Idaho 83634

**13.1.2** By scanning, attaching and e-mailing to: [CityClerk@kunaid.gov](mailto:CityClerk@kunaid.gov)

**13.2** The contact information for purposes of notice to and/or the delivery of documents to the Fire District is as follows:

**13.2.1** By mail or hand delivery addressed to:

District Administrator/Officer of Administration  
 Station No. 1 – Kuna Rural Fire District  
 P.O. Box 607  
 Kuna, Idaho 83634.

**13.2.2** By scanning, attaching and e-mailing to: [khinkle@kunafire.com](mailto:khinkle@kunafire.com)

**13.3** In the event either party has a change in the address and/or contact information provided for in this Section, notice of the same [using the form attached to this Agreement as *Appendix I*] shall be provided to the other and upon acknowledgment of receipt of said notice, this section of the Agreement shall henceforth be amended.

## SECTION 14 GENERAL PROVISIONS

**14.1** In the event either party has a change in the address and/or contact information provided for in this Section, notice of the same [using the form attached to this Agreement as *Appendix I*] shall be provided to the other and upon acknowledgment of receipt of said notice, this section of the Agreement shall henceforth be amended.

**14.2 Third Party Beneficiaries.** Each Party to this Agreement intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or legal entity other than the Parties hereto and/or a Developer or Fee Payer affected by the Ordinance or the Agreement.

**14.3 Severability.** Should any term or provision of this Agreement or the application thereof to any person, parties, or circumstances, for any reason be declared illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

- 14.4 Counterparts.** This Agreement shall be executed by the Parties in two (2) counterparts, and each such counterpart shall be deemed an “original.”
- 14.5 Choice of Law.** This Agreement shall be governed and interpreted by the laws of the state of Idaho.
- 14.6 Assignment.** No Party may assign this Agreement or any interest therein.
- 14.7 Original Intergovernmental Agreement Superseded:** This Agreement supersedes, amends and reforms the Original Intergovernmental Agreement.

**IN WITNESS WHEREOF**, the undersigned Parties have by action and/or authority of their Governing Bodies caused this Agreement to be executed and made it effective as hereinabove provided, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**Signature lines not included for purposes of this exhibit.**

# APPENDIX 1

## *Notice of Contact Information Change*

FROM: \_\_\_\_\_

TO: \_\_\_\_\_

DATE: \_\_\_\_\_

NOTICE IS HEREBY GIVEN, pursuant to Section 8 of the *City of Kuna and Kuna Rural Fire District First Amended and Reformed Intergovernmental Agreement and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements [Idaho Code § 67-8204A]*, dated \_\_\_\_\_, of the following CHANGE IN CONTACT INFORMATION:

**New Contact Information is as follows:**

Name/Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
Signature (Authorized Agent)

Title: \_\_\_\_\_

### *Certificate of Service*

I, the undersigned, hereby certify that on the \_\_\_\_\_ day \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_, a true and correct copy of the above and foregoing NOTICE OF CONTACT INFORMATION CHANGE was served upon the following by the method indicated below:

City or Fire District

Address

City, State, ZIP

U.S. Mail

Hand Delivery

Facsimile

Email

\_\_\_\_\_  
for City or Fire District

Acknowledgement of Receipt by:

Name/Signature: \_\_\_\_\_ Date: \_\_\_\_\_



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

**CITY OF KUNA AND KUNA RURAL FIRE DISTRICT**

**FIRST AMENDED AND REFORMED INTERGOVERNMENTAL AND JOINT POWERS AGREEMENT FOR THE COLLECTION AND EXPENDITURE OF DEVELOPMENT IMPACT FEES FOR FIRE DISTRICT SYSTEM IMPROVEMENTS**

[Idaho Code §§ 67-8204A & 67-2328]

**Parties to Agreement:**

<p><b>City of Kuna</b></p>	<p><b>City</b></p>	<p><u><b>Physical Address:</b></u>  <u><b>Mailing Address:</b></u>  <b>City Hall:</b>                  751 W. 4<sup>th</sup> Street                  Kuna, Idaho 83634</p>
<p><b>Kuna Rural Fire District</b></p>	<p><b>Fire District</b></p>	<p><u><b>Physical Address:</b></u>  <u><b>Mailing Address:</b></u>                  P.O. Box 607                  Kuna, Idaho 83634.</p>

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- 2.10** That by reason above stated, the Parties have determined it is necessary and desirable to enter into this Agreement.

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- 3.3 Interest Bearing Trust Fund Accounts:** The Fire District shall establish Trust Fund accounts as interest-bearing Accounts; and
- 3.4 Trust Fund Accounts Accounting:** The Fire District shall account for the Trust Fund Accounts as follows:
- 3.4.1** Establish a separate accounting for each collected and transferred Impact Fee by the designation of the year, month, and date the Impact Fee was collected by the City, the name of the fee payer, and the identification of the real property which is the subject of the collection of the Impact Fee including the name of the subdivision, the lot #, and the block #, or the County Assessor parcel number (i.e. 24/11/1- Smith – \_\_\_\_\_ View Subdivision No. 1, Lot \_\_\_\_, Block \_\_\_\_ or County Assessor’s Parcel No. \_\_\_\_\_); and
- 3.4.2** Each separate accounting shall be additionally designated; in the event it was paid under protest (i.e., UP) or is the subject of a claim for refund or reimbursement (i.e., CR); and
- 3.4.3** All Impact Fees in all Trust Fund Accounts shall be maintained in interest-bearing accounts. The interest earned on each account, pursuant to Idaho Code Section 67-8210(1) shall not be governed by Idaho Code Section 57-127 and as amended and shall be considered funds of each account and shall be subject to the same restrictions on uses of collected Impact Fees on which the interest is generated; and

- 3.4.4** *First-in/First-out.* All Impact Fees in each account shall be spent in the order collected, on a first-in/first-out basis; and
- 3.4.5** *Financial Records.* Accurate financial records shall be maintained and kept for each account that shall show the source and disbursement of all revenues, account for all Impact Fees monies received, ensure that the disbursement of funds from each account shall be used solely and exclusively for the provisions of projects specified in the Capital Improvements Plan, and provide an annual accounting of the Trust Fund account showing the source and amount of all Impact Fees collected and the projects that were funded.
- 3.5** **Trust Fund Accounts Audit:** The Fire District shall perform and prepare an audit as an annual report: (a) describing the amount of all Impact Fees received, appropriated or spent during the preceding year by category of Public Facility; and (b) describing the percentage of taxes and revenues from sources other than the Impact Fees collected, appropriated, or spent for System Improvements during the preceding fiscal year under the System Improvements category of public facility and the Service Area. A copy of this audit shall be provided to the City; and
- 3.6** **Trust Fund Accounts Expenditures:** Distribution from the Trust Fund, except for a Fee Payer Reimbursement or Fee Payer Refund made pursuant to the City Ordinance and this Agreement, shall be in accordance with Idaho Code § 67-8210.

#### SECTION 4 ADVISORY COMMITTEE ADMINISTRATION AND STAFFING

- 4.1** **City of Kuna/Kuna Rural Fire District Development Impact Fee Advisory Standing Committee; Name and Membership; Officers.** There is herein established the *City of Kuna/Kuna Rural Fire District Development Impact Fee Advisory Committee* as provided in this Section.
- 4.1.1** **Advisory Committee Name and Membership.** Members shall be appointed by the Kuna Rural Fire District Board of Commissioners with notice of appointment to the City of Kuna City Council for a term of one (1) year or until a successor is appointed in his/her place., and there shall not be fewer than five (5) members of which two (2) or more members shall be active in the business of development or real estate, and at least two (2) or more members shall not be employees or officials of the City or Fire District, and all members must reside within the boundaries of the service area.
- 4.1.2** **Charge.** The Advisory Committee shall serve as an advisory committee to the City of Kuna City Council and to the Fire District Board, and is charged with the following responsibilities:
- 4.1.2.1** Assist the City and Fire District in adopting land use assumptions, review the Capital Improvements Plan, and monitor and evaluate implementation

of the Capital Improvements Plan;

**4.1.2.2** File with the Fire District Administrator and the City of Kuna City Council, at least annually, with respect to the Capital Improvements Plan a report of any perceived inequities in implementing the Capital Improvements Plan or imposing the Fire District Impact Fees;

**4.1.2.3** Advise the City of Kuna City Council and to the Fire District Board of the need to update or revise land use assumptions, Capital Improvements Plan and Fire District Development Impact Fees; and

**4.1.2.4** Fire District shall make available to the Joint Advisory Committee, upon request, all financial and accounting information, professional reports in relation to other development and implementation of land use assumptions, the Capital Improvements Plan, and periodic updates of the Capital Improvements Plan.

**4.1.3 Advisory Committee Organization.** The Fire District Administrator shall staff the Joint Advisory Committee in order to provide needed information for the Committee's review and to provide for its compliance with Idaho Open Meetings Law (Chapter 2, Title 74 Idaho Code).

**4.1.3.1** The Advisory Committee shall select officers, which include a Chairman, Vice Chairman, and a Secretary of the Committee.

**4.1.3.2** The Chairman shall conduct the meetings of the Committee. The duties of the Chairman shall be performed by the Vice Chairman in the absence of the Chairman or as delegated by the Chairman. The Chairman and the Vice Chairman shall be members of the Committee.

**4.1.3.3** The Fire District Administrator shall serve as the Secretary of the Committee and shall take minutes and post agenda notices required by the Open Meeting Law. The Secretary is not a member of the Committee.

**4.1.3.4** The Committee shall establish a regular meeting schedule.

**4.1.3.5** The agenda of each meeting shall include the approval of the minutes of the last meeting and the Secretary shall provide a copy of the approved minutes to the City of Kuna City Council and Fire District's Board of Commissioners.

**4.1.3.6** Fifty-one percent (51%) of the membership of the Committee shall constitute a quorum. Once a quorum is established for a meeting, the subsequent absence of a member present for creating the quorum shall not dismiss the quorum.

**4.1.3.7** A majority vote of those present at any meeting is sufficient to carry motions.

- 4.1.4 Reporting.** The Advisory Committee reports directly to the City of Kuna City Council and to the Fire District Board.
- 4.1.5 City of Kuna City Council and Fire District Board of Commissioners Review of Committee’s Reports and Recommendations.** The City Council and Fire District Board shall each consider the Committee’s recommended revision(s) at least once every twelve (12) months. The Joint Advisory Committee’s recommendations and the City of Kuna City Council’s and Fire District Board actions are intended to ensure that the benefits to a Development paying Fire District Impact Fees are equitable, so that the Fire District Impact Fee charged to the Development shall not exceed a Proportionate Share of the System Improvement Costs, and that the procedures for administering Fire District Impact Fees remain efficient.
- 4.1.6 Annual Report.** As part of its annual audit process Fire District shall prepare an annual report for the City of Kuna City Council and Fire District Board describing:
- 4.1.6.1** The amount of all development impact fees collected, appropriated, and spent during the preceding year by category of public facility and service area; and
- 4.1.6.2** The percentage of tax and revenues other than impact fees collected, appropriated, or spent for system improvements during the preceding year by category of public facility and service area.
- 4.1.7 Staffing.**
- 4.1.7.1** The administration and performance by the City of the Ordinance shall be under the direction of City of Kuna.
- 4.1.7.2** The administration and performance by the Fire District of the Ordinance shall be under the direction of the Fire District Administrator.

## **SECTION 5 DELIVERY OF FIRE IMPACT FEES TO THE FIRE DISTRICT**

- 5.1 Remittance of Fees to Fire District.** Fire District Impact Fees collected by the City shall be delivered to the Fire District on a monthly basis.
- 5.2 Administrative Fee.** The Fire District agrees to pay the City an administrative fee as negotiated by the Parties per building permit for the calculation, collection, and remittance of Fire District Impact Fees performed by City staff. The Fire District agrees to pay the total monthly administrative fee owed the City within thirty (30) days after receipt of City’s invoice.
- 5.3 Manner of Financing.** All financing of the cooperative undertaking established pursuant to this Agreement shall be the responsibility of Fire District as provided in Section 7.4.

## **SECTION 6 SERVICE AREA**

- 6.1** Idaho Code § 67-8203(26) provides that the Parties can identify a geographic area by an intergovernmental agreement in which specific public facilities [public safety facilities, for fire and emergency medical and rescue facilities Idaho Code § 67-8203(24)(f)] provide service to development within that geographic area on the basis of sound planning or engineering principles or both.
- 6.2** The adopted Capital Improvements Plan defines the Fire District's Service Area which includes area within the City of Kuna located within the boundaries of the Fire District.

## **SECTION 7 COVENANTS OF PERFORMANCE SPECIFIC TO THE FIRE DISTRICT**

The Fire District shall at all times:

- 7.1** Abide by the terms and conditions required of the Fire District as set forth in the Ordinance and any amendments to the same; and
- 7.2** Maintain and staff the position of Fire District Administrator to manage and perform the duties and responsibilities of the Fire District Administrator as set forth in the Ordinance; and
- 7.3** Establish and maintain the Trust Fund which is in accordance with the terms and conditions of the Ordinance and the provisions of Idaho Code Section 67-8210 and any amendment or recodification of the same; and
- 7.4** Pay the following costs:
- 7.4.1** Proportional costs associated with the Advisory Committee's review of the Fire District Capital Improvement Plan; and
  - 7.4.2** Costs of drafting and publication of the Ordinance and any amendment or repeal of the same as may be requested by the Fire District; and
  - 7.4.3** Costs of drafting this Agreement and any amendment or termination of the same as may be requested by the Fire District; and
  - 7.4.4** Costs associated with the Fire District's performance of this Agreement; and
  - 7.4.5** Cost associated with an appeal of a claim of exemption; and
  - 7.4.6** Legal costs and fees of any action brought by a Fee Payer or Developer involving a determination of the Fire District under the provisions of the Ordinance.

- 7.5** Be solely responsible for the Fire District’s performance of the terms and conditions required of it by the Ordinance and by this Agreement.

**SECTION 8  
COVENANTS OF PERFORMANCE SPECIFIC TO THE CITY**

The City shall:

- 8.1** Approve and enact the Ordinance and maintain the same in full force and effect until amended and/or repealed in accordance with the provisions of this Agreement; and
- 8.2** Maintain and staff the position of the City Clerk to manage and perform the duties and responsibilities of the City as set forth in the Ordinance; and
- 8.3** Abide by the terms and conditions required of the City as set forth in the Ordinance and any amendments to the same, including the calculation and collection of Fire District Impact Fees in accordance with the terms of the Ordinance; and
- 8.4** Remit all Fire District Impact Fees collected by the City to the Fire District for deposit in the Trust Fund in accordance with the terms and conditions of the Ordinance and the provisions of Idaho Code Section 67-8210; and
- 8.5** Be solely responsible for the City’s performance of the terms and conditions required of it by the Ordinance and by this Agreement.

**SECTION 9  
ADMINISTRATIVE STAFFING**

- 9.1** The administration and performance by the City of the Ordinance shall be under the direction of the City Clerk; and
- 9.2** The administration and performance by the Fire District of the Ordinance shall be under the direction of the Fire District Administrator.

**SECTION 10  
INDEMNIFICATION**

- 10.1** To the extent permitted by law, Fire District shall defend, indemnify, and hold City, its officers, agents, and employees harmless for all claims, losses, actions, damages, judgements, costs, expenses arising out of or in connection with any acts or omissions of the Fire District related to the Ordinance, this Agreement, the assessment, collection and/or expenditure of impact fees provided by the Ordinance, and/or any claim involving the administration of impact fees as provided by this Agreement. In the event of such claim, Fire District shall defend such allegations and Fire District shall bear all costs, fees, and

expenses of such defense, including, but not limited to, all attorney fees and expenses, court costs, and expert witness fees and expenses. Such indemnification and reimbursement for defense shall be limited to only those claims, and only to the extent that Fire District itself could be liable under state and federal statutes, regulations, common law, and other law.

- 10.2** To the extent permitted by law, City shall defend, indemnify, and hold Fire District, its officers, agents, subcontractors, and employees harmless for injuries to persons or property resulting from the wrongful acts of the City, its officers, agents, or employees in performing the duties described in this Agreement. Such indemnification and defense shall only be limited to those claims, and only to the extent that, City itself could be liable under state and federal statutes, regulations, common law, and other law. City's indemnification and defense of Fire District herein is further limited by all defenses, burdens of proof, immunities, and limitations on damages to which City would be entitled if the claims were asserted against City.

## **SECTION 11 TERM/TERMINATION/AMENDMENT**

- 11.1 Term.** This Agreement shall continue in force and effect perpetually from its execution date.
- 11.2 Party Termination.** This Agreement may be terminated by either Party upon ninety (90) day notice in writing to the other Party. Upon termination, City shall remit all collected Fire District Impact Fees as provided in the Ordinance.
- 11.2.1** Any notice of intent to terminate shall include a proposal regarding repeal of the Ordinance.
- 11.2.2** No termination of this Agreement or repeal of the Ordinance can be retroactive and the Agreement and Ordinance shall remain in effect regarding any active accounts in the Trust Fund.
- 11.3 Amendment.** This Agreement may be amended only by written agreement of the Parties.

## **SECTION 12 EFFECTIVE DATE**

- 12.1** This Agreement is effective simultaneously with the effective date of the Ordinance.

## **SECTION 13 NOTICE AND DELIVERY OF DOCUMENTS**

- 13.1** The contact information for purposes of notice to and/or the delivery of documents to the City is as follows:

**13.1.1** By mail or hand delivery addressed to:

City of Kuna City Clerk  
Kuna City Hall  
751 W. 4<sup>th</sup> Street  
Kuna, Idaho 83634

**13.1.2** By scanning, attaching and e-mailing to: [CityClerk@kunaid.gov](mailto:CityClerk@kunaid.gov)

**13.2** The contact information for purposes of notice to and/or the delivery of documents to the Fire District is as follows:

**13.2.1** By mail or hand delivery addressed to:

District Administrator/Officer of Administration  
Station No. 1 – Kuna Rural Fire District  
P.O. Box 607  
Kuna, Idaho 83634.

**13.2.2** By scanning, attaching and e-mailing to: [khinkle@kunafire.com](mailto:khinkle@kunafire.com)

**13.3** In the event either party has a change in the address and/or contact information provided for in this Section, notice of the same [using the form attached to this Agreement as *Appendix I*] shall be provided to the other and upon acknowledgment of receipt of said notice, this section of the Agreement shall henceforth be amended.

## SECTION 14 GENERAL PROVISIONS

**14.1** In the event either party has a change in the address and/or contact information provided for in this Section, notice of the same [using the form attached to this Agreement as *Appendix I*] shall be provided to the other and upon acknowledgment of receipt of said notice, this section of the Agreement shall henceforth be amended.

**14.2 Third Party Beneficiaries.** Each Party to this Agreement intends that this Agreement shall not benefit or create any right or cause of action in or on behalf of any person or legal entity other than the Parties hereto and/or a Developer or Fee Payer affected by the Ordinance or the Agreement.

**14.3 Severability.** Should any term or provision of this Agreement or the application thereof to any person, parties, or circumstances, for any reason be declared illegal or invalid, such illegality or invalidity shall not affect any other provision of this Agreement, and this Agreement shall be construed and enforced as if such illegal or invalid provision had not been contained herein.

**14.4 Counterparts.** This Agreement shall be executed by the Parties in two (2) counterparts, and each such counterpart shall be deemed an “original.”

**14.5 Choice of Law.** This Agreement shall be governed and interpreted by the laws of the state of Idaho.

**14.6 Assignment.** No Party may assign this Agreement or any interest therein.

**14.7 Original Intergovernmental Agreement Superseded:** This Agreement supersedes, amends and reforms the Original Intergovernmental Agreement.

**IN WITNESS WHEREOF**, the undersigned Parties have by action and/or authority of their Governing Bodies caused this Agreement to be executed and made it effective as hereinabove provided, this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**DATED AND SIGNED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**CITY OF KUNA**

By: \_\_\_\_\_  
**Joseph Stear, Mayor**

**ATTEST:**

By: \_\_\_\_\_  
Nathan Stanley, City Clerk  
By City Council Resolution No. \_\_\_\_\_

**DATED AND SIGNED** this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

**KUNA RURAL FIRE DISTRICT**

By: \_\_\_\_\_  
**Greg McPherson, Chairman**

**ATTEST:**

By: \_\_\_\_\_  
Krystal Hinkle, Secretary  
By Fire District Resolution No. 2024-\_\_

# APPENDIX 1

## *Notice of Contact Information Change*

FROM: \_\_\_\_\_

TO: \_\_\_\_\_

DATE: \_\_\_\_\_

NOTICE IS HEREBY GIVEN, pursuant to Section 8 of the *City of Kuna and Kuna Rural Fire District First Amended and Reformed Intergovernmental Agreement and Joint Powers Agreement for the Collection and Expenditure of Development Impact Fees for Fire District Systems Improvements [Idaho Code § 67-8204A]*, dated \_\_\_\_\_, of the following CHANGE IN CONTACT INFORMATION:

**New Contact Information is as follows:**

Name/Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_  
Signature (Authorized Agent)

Title: \_\_\_\_\_

### *Certificate of Service*

I, the undersigned, hereby certify that on the \_\_\_\_\_ day \_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_, a true and correct copy of the above and foregoing NOTICE OF CONTACT INFORMATION CHANGE was served upon the following by the method indicated below:

City or Fire District

Address

City, State, ZIP

U.S. Mail

Hand Delivery

Facsimile

Email

\_\_\_\_\_  
for City or Fire District

Acknowledgement of Receipt by:

Name/Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**ATTORNEY REPRESENTATION ADDENDUM**

It is here in this section disclosed that Wm. F. Gigray, III is the attorney for the City of Kuna and for the Kuna Rural Fire District. Each Party has been advised that they may consult independent counsel to review this Agreement. Given the nature of this Agreement to affect a working relationship of the Parties for the imposition and collection of development impact fees, it has been affirmed by Wm. F. Gigray, III the attorney that he believes that his respective representation in this matter will not adversely affect the relationship with the Parties to this Agreement and he discloses that Rule 1.7- Conflict of Interest: General Rule of the Idaho Rules of Professional Conduct provides:

*Rule 1.7 - Conflict of Interest: Current Clients*

- (a) *Except as provided in paragraph (b), a lawyer shall not represent a client if the representation involves a current conflict of interest. A current conflict of interest exists if:*
- (1) the Representation of one client will be directly adverse to another client; or*
  - (2) There is a significant risk that the representation of one or more clients will be materially limited by the lawyer's responsibilities to another client, a former client or a third person or by the personal interests of the lawyer, including family and domestic relations.*
- (b) *Notwithstanding the existence of a concurrent conflict of interest under paragraph (a) a lawyer may represent a client if:*
- (1) the lawyer reasonably believes That the lawyer will be able to provide competent and diligent representation to each affected client;*
  - (2) the Representation is not prohibited by law;*
  - (3) The representation does not involve the assertion of a claim by one client against another client represented by the lawyer in the same litigation or other preceding before a tribunal; and*
  - (4) Each affected client gives informed consent, confirmed in writing.*

Dated: \_




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By: Wm. F. Gigray, III

The City Council of the City of Kuna and the Board of Commissioners of the Kuna Rural Fire District have both been advised of these facts and acknowledge that they consent in writing to the continued representation by Wm. F. Gigray, III the Parties in the drafting and advice regarding this Agreement.

**DATED AND SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2024.**

**DATED AND SIGNED this \_\_\_\_ day of \_\_\_\_\_, 2024.**

**City of Kuna**

**Kuna Rural Fire District**

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

\_\_\_\_\_  
**Greg McPherson, Chairman**

**Attest:**

**Attest:**

\_\_\_\_\_  
**Nathon Stanley, City Clerk**

\_\_\_\_\_  
**Krystal Hinkle, Fire District Secretary**



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

## MEMO

**Date:** October 1, 2024  
**From:** Morgan Treasure, Economic Development Director  
**To:** Kuna City Council  
**RE:** East Kuna Water and Wastewater Infrastructure Acceptance

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City Council Members,

Per our agreement with Brisbie, LLC (R71-2023), the water and wastewater infrastructure serving the East Kuna Industrial Area has been designed, constructed, and permitted through the appropriate regulatory agencies. The resolution before you this evening authorizes the legal execution of 8 documents that allow for the transfer and dedication of the system and its components to the City.

Due to the amount of material to review, staff has set up a document portal at this link:

[East Kuna WWIP Handover](#)

Documents include:

- Resolution package:
  - UTILITY EASEMENT AGREEMENT (Flushing Pond)
  - UTILITY EASEMENT AGREEMENT (Pipeline Area)
  - UTILITY EASEMENT AGREEMENT (Water Operations Facility)
  - UTILITY EASEMENT AGREEMENT (Well Area)
  - AGREEMENT TO TERMINATE TEMPORARY CONSTRUCTION EASEMENT AGREEMENT, DEDICATE AND CONVEY IMPROVEMENTS, AND ASSIGN WARRANTIES
  - SPECIAL WARRANTY DEED FOR WATER RIGHTS
  - DEDICATION DEED (Flushing Pond)
  - DEDICATION DEED (Water Operations Facility)
- Formal Acceptance Letter – Kuna Public Works Director, Adam Wenger
- Project Closeout Memo – Carollo Engineers
- Project Presentation and Appendix Slides
- Project overview and Summary
- Supporting Materials
  - First Amended and Reformed Infrastructure Agreement with Brisbie, LLC
  - East Kuna Infrastructure Aerial Footage

Thank you,

A handwritten signature in black ink that reads "Morgan Treasure". The signature is written in a cursive, flowing style with a large initial 'M' and 'T'.

Morgan Treasure  
Economic Development Director



**BOBBY WITHROW**  
**PARKS DIRECTOR**  
Telephone (208) 639-5346  
Email: [BWithrow@kunaid.gov](mailto:BWithrow@kunaid.gov)

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## **MEMORANDUM**

To: Mayor and Council

From: Bobby Withrow

Subject: Fitz Roy Park Project

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Mayor and Council,

We have had some delays in the construction process that include playground installation being pushed back by the installer, plans for the restroom having to be amended, and contractor availability. Our intent was for this project to be completed in FY 23/24 but because of these delays, we will need to carry over into FY 24/25. I am requesting \$600,000.00 from the Park Impact Fee Contingency Fund; this isn't an additional request but simply the same budget that's delayed to the next fiscal year.

Thank you for your Consideration.

Bobby Withrow  
Parks Director  
Fleet/Facilities

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*(Space above reserved for recording)*

**ORDINANCE NO. 2024-35  
CITY OF KUNA, IDAHO**

**BOYD W. ANDERSON,  
MUNICIPAL ANNEXATION AND ZONING**

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

- **MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND**
- **ANNEXING CERTAIN REAL PROPERTIES, TO WIT: ADA COUNTY ASSESSOR'S PARCEL NO. R0615250430 OWNED BY BOYD W. ANDERSON WITHIN UNINCORPORATED AREA OF ADA COUNTY, IDAHO AND CONTIGUOUS TO THE CORPORATE LIMITS OF THE CITY OF KUNA, INTO THE CITY OF KUNA, IDAHO; AND**
- **ESTABLISHING THE ZONING CLASSIFICATIONS OF SAID REAL PROPERTIES; AND**
- **DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, BOYD W. ANDERSON, (The "Owner") of parcels R0615250430, 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:

- Annexation of the Real Property with an R-4 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 January 23, 2024, as required by Section §67-6525, Idaho Code, made findings (approved by the Commission on February 13, 2024) where it was recommended to the Mayor and Council that the annexation for Parcel No. R0615250430, legally described in Exhibit A-1, with R-4 Zoning District Classification request, be approved;

**WHEREAS**, The Council, pursuant to public notice as required by law, held a public hearing on March 19, 2024 on the Owner's application and request for the Real Property annexation and zoning, as required by Section §67-6525, Idaho Code, and made findings (approved on April 2, 2024) wherein the City Council determined that the Owner's written request and application for annexation of Parcel No.

R0615250430, legally described in Exhibit A-1, with a 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 Property described below is contiguous to the City, that said properties can be reasonably assumed to be used for the orderly development of the City, and that the owner of said properties has requested, in writing, annexation thereof to the City.

Section 2: The Real Property, situated in Ada County, Idaho, adjacent to and contiguous to the City, and legally described in “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-4, as legally described in Exhibit 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-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 1st day of October 2024.

CITY OF KUNA

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

ATTEST:

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

**EXHIBIT A-1**  
**LEGAL DESCRIPTION**  
 BOYD W. ANDERSON  
 MUNICIPAL ANNEXATION AND ZONING

A parcel located in the SW 1/4 of the NE 1/4 of Section 30, Township 2 North, Range 1 East, Boise Meridian, and being all of Lot 3 of Block 3 of the amended plat of *AVALON ORCHARD TRACTS* as shown in Book 6 of plats at Page 254 in the office of the Recorder, Ada County, Idaho, more particularly described as follows:

Commencing at an aluminum cap monument marking the northwesterly corner of said NE 1/4, from which an aluminum cap monument marking the southwesterly corner of said SW 1/4 of the NE 1/4 bears S 0°38'54" W a distance of 2666.60 feet;

Thence S 0°38'54" W along the westerly boundary of said NE 1/4 a distance of 1999.99 feet to a point on the extension of the southerly boundary of Lot 4 of Block 3 of said amended plat of *AVALON ORCHARD TRACTS*;

Thence leaving said westerly boundary S 89°53'41" E a distance of 25.00 feet to a 1/2 inch diameter iron pin marking the southwesterly corner of said Lot 4;

Thence continuing S 89°53'41" E along the southerly boundary of said Lot 4 a distance of 636.43 feet to a point marking the southeasterly corner of said Lot 4, said point being the southwesterly corner of said Lot 3 and the POINT OF BEGINNING;

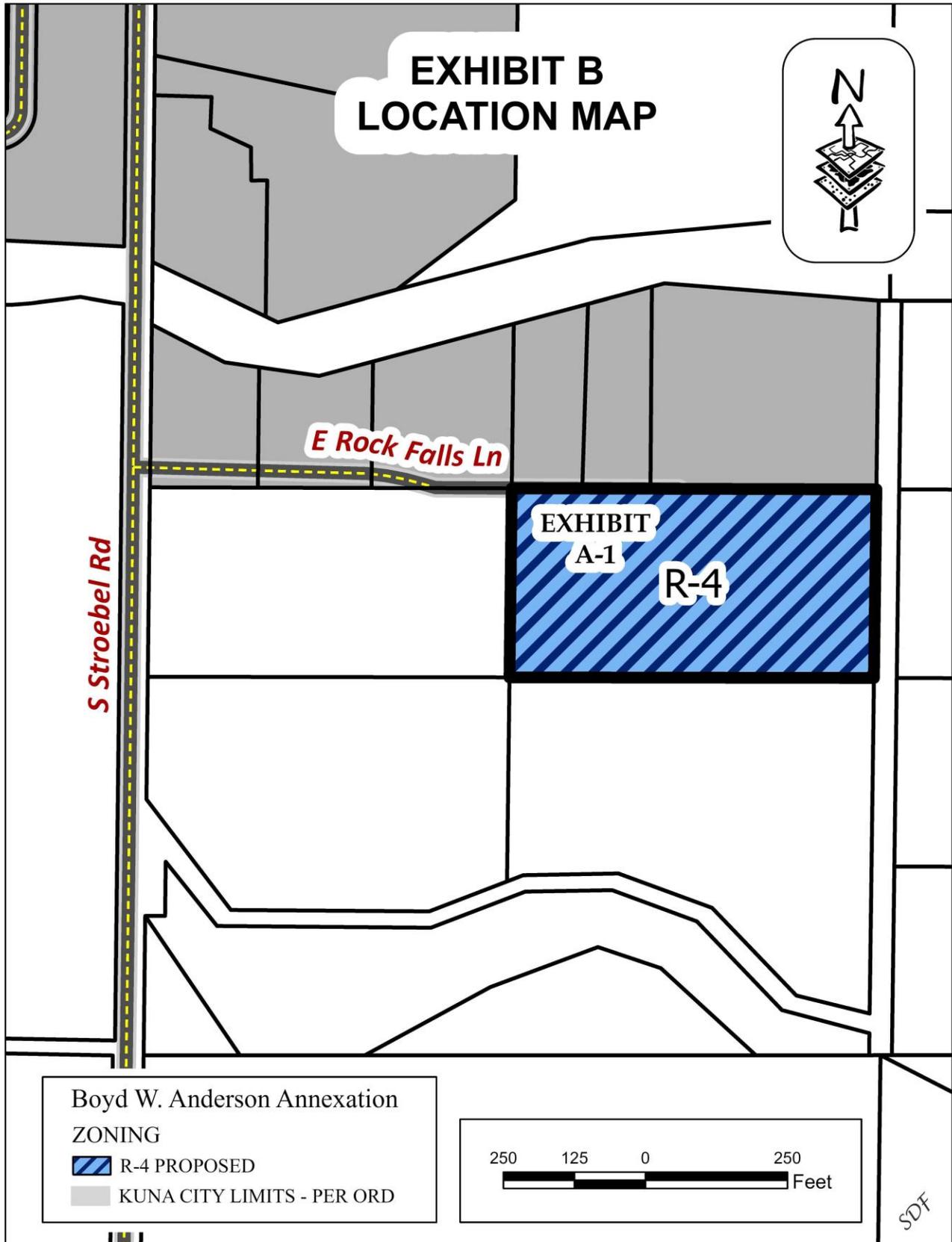
Thence continuing S 89°53'41" E along the southerly boundary of said Lot 3 a distance of 641.43 feet to a point marking the southeasterly corner of said Lot 3;

Thence N 0°44'30" E along the easterly boundary of said Lot 3 a distance of 332.04 feet to a point marking the northeasterly corner of said Lot 3;

Thence N 89°50'14" W along the northerly boundary of said Lot 3 a distance of 641.70 feet to a 1/2 inch diameter iron pin marking the northwesterly corner of said Lot 3;

Thence S 0°41'42" W along the westerly boundary of said Lot 3 a distance of 332.68 feet to the POINT OF BEGINNING.

This parcel contains 4.895 acres.



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*(Space above reserved for recording)*

**ORDINANCE NO. 2024-36  
CITY OF KUNA, IDAHO**

**STAR ACRES PROPERTIES, LLC,  
MUNICIPAL ANNEXATION AND ZONING**

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

- **MAKING CERTAIN FINDINGS AND DECLARATION OF AUTHORITY; AND**
- **ANNEXING CERTAIN REAL PROPERTIES, TO WIT: ADA COUNTY ASSESSOR’S PARCEL NO. S2008233000 OWNED BY STAR ACRES PROPERTIES, 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 PROPERTIES; AND**
- **DIRECTING THE CITY ENGINEER AND THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

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

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

**WHEREAS**, STAR ACRES PROPERTIES, LLC, (The “Owner”) of parcels S2008233000, 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:

- Annexation of the Real Property with an M-1 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 July 9, 2024, as required by Section §67-6525, Idaho Code, made findings (approved by the Commission on August 13, 2024) where it was recommended to the Mayor and Council that the annexation for Parcel No. S2008233000, legally described in Exhibit A-1, with M-1 Zoning District Classification request, be approved;

**WHEREAS**, The Council, pursuant to public notice as required by law, held a public hearing on September 3, 2024 on the Owner’s application and request for the Real Property annexation and zoning, as required by Section §67-6525, Idaho Code, and made findings (approved on October 1, 2024) wherein the City Council determined that the Owner’s written request and application for annexation of Parcel No.

S2008233000, legally described in Exhibit A-1, with a M-1 Zoning District Classification request, be approved;

**WHEREAS**, The zoning classification of M-1 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 Property described below is contiguous to the City, that said properties can be reasonably assumed to be used for the orderly development of the City, and that the owner of said properties has requested, in writing, annexation thereof to the City.

Section 2: The Real Property, situated in Ada County, Idaho, adjacent to and contiguous to the City, and legally described in “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 M-1, as legally described in Exhibit 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 M-1 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 1st day of October 2024.

CITY OF KUNA

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

ATTEST:

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

**EXHIBIT A-1**  
**LEGAL DESCRIPTION**  
**M-1 ZONE**  
STAR ACRES PROPERTIES, LLC  
MUNICIPAL ANNEXATION AND ZONING

Commencing at the northwest corner of Section 8, Township 1 North, Range 2 East, Boise Meridian, Ada County, Idaho, which is the centerline intersection of W Barker Road and S Curtis Road, thence S 00°19'45" E, 1,337.10 Feet, along the westerly boundary of the northwest quarter of Section 8 to the northwest quarter of the southwest quarter of the northwest quarter of Section, thence S 00°20'03" E, 668.46 feet, to the **Point of Beginning**:

Thence S 00°20'03" E, 668.94 feet;

Thence N 89°13'49" E, 656.94 feet;

Thence N 00°23'18" W, 655.50 feet;

Thence S 89°29'19" W, 656.29 feet to the **Point of Beginning**.

Comprising 10.00 acres, more or less.

