

**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, May 06, 2025

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 April 15, 2025**
- B. Accounts Payable Dated May 01, 2025, in the amount of \$537,977.65**
- C. Decision and Reason Statement**
 - 1. Case No. 24-04-OA (Ordinance Amendment) – Certificate of Occupancy
 - 2. Case No. 24-01-ZC (Rezone) 24-01-CPM (Comprehensive Plan Map Amendment) – Gemstone Technology Park

D. Resolutions

- 1. Resolution R33-2025

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE REAL ESTATE LEASE AGREEMENT BETWEEN THE CITY OF KUNA, IDAHO AND VETERANS OF FOREIGN WARS.

- 2. Resolution R34-2025

NOTICE: Copies of all agenda materials are available for public review in the Office of the City Clerk. Persons who have questions concerning any agenda item may call the City Clerk's Office at (208) 387-7726. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 387-7726 at least forty-eight (48) hours prior to the meeting to allow the City to make reasonable arrangements to ensure accessibility to this meeting.

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING IDAHO POWER COMPANY EASEMENT AGREEMENT BETWEEN THE CITY OF KUNA (OWNER) AND IDAHO POWER COMPANY (COMPANY).

3. Resolution R35-2025

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY HUBBLE HOMES, LLC , FOR SABINO’S ROCKY RIDGE PHASE 1 FOR UNCOMPLETED WORK FOR FENCING PURSUANT TO THE TERMS OF THIS RESOLUTION.

4. Resolution R36-2025

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY HUBBLE HOMES, LLC FOR SABINO’S ROCKY RIDGE PHASE 1 FOR UNCOMPLETED WORK FOR STREETLIGHTING PURSUANTANT TO THE TERMS OF THIS RESOLUTION.

5. Resolution R37-2025

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY HUBBLE HOMES, LLC, FOR SABINO’S ROCKY RIDGE PHASE 1 UNCOMPLETED WORK FOR LANDSCAPING PURSUANTANT TO THE TERMS OF THIS RESOLUTION.

6. Resolution R38-2025

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO SIGN; AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE OF DEVELOPMENT AGREEMENT WITH JAPHETH, LLC, AN IDAHO LIMITED LIABILITY COMPANY (“THE OWNER”) AND MIRIAM, LLC, AN IDAHO LIMITED LIABILITY COMPANY (“THE OWNER”) AND THE CITY OF KUNA; AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE AND EXECUTION.

4. Public Comment

5. External Reports/Proclamations

A. Mental Health Month Proclamation.

6. Public Hearings:

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

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

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

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

7. Business Items:

8. Ordinances:

A. Consideration to approve Ordinance 2025-14 **ACTION ITEM**

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

- MAKING CERTAIN FINDINGS; AND
- AMENDING CHAPTER 8, PART 12 OF TITLE 5 KUNA CITY CODE CERTIFICATES OF OCCUPANCY; AND
- PROVIDING A SEVERABILITY CLAUSE; AND
- DIRECTING THE CITY CLERK; AND
- PROVIDING AN EFFECTIVE DATE.

Consideration to waive three readings

Consideration to approve Ordinance

9. Executive Session:

10. Mayor/Council Announcements:

11. 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, April 15, 2025

6:00 P.M. REGULAR CITY COUNCIL

For questions, please call the Kuna City Clerk’s Office at (208) 387-7726.

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

1. Call to Order and Roll Call

(Timestamp 00:00:15)

COUNCIL MEMBERS PRESENT:

- Mayor Joe Stear - Present
- Council President Chris Bruce - Present
- Council Member John Laraway - Absent
- 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, Planning & Zoning Director
- Bobby Withrow, Parks Director
- Morgan Treasure, Economic Development Director
- Nancy Stauffer, Human Resources Director
- Nathan Stanley, City Clerk

Mayor Stear All right. It'll be 6:00 here in about 15 seconds. So we'll go ahead and get started. Nathan, would you take the roll, please?

City Clerk Nathan Stanley Council Member McPherson.

Council Member McPherson Here.

City Clerk Nathan Stanley Council Member Biggs.

NOTICE: Copies of all agenda materials are available for public review in the Office of the City Clerk. Persons who have questions concerning any agenda item may call the City Clerk’s Office at (208) 387-7726. In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 387-7726 at least forty-eight (48) hours prior to the meeting to allow the City to make reasonable arrangements to ensure accessibility to this meeting.

Council Member Biggs Here.

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 00:00:30)

Mayor Stear And if you will join me for the Pledge of Allegiance.

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

Mayor Stear Thank you.

3. Consent Agenda: ACTION ITEMS

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

(Timestamp 00:00:55)

- A.** Regular City Council Meeting Minutes Dated April 01, 2025
- B.** Board of Correction Minutes Dated March 04, 2025
- C.** Accounts Payable Dated April 10, 2025, in the amount of \$1,517,411.54
- D.** Decision and Reason Statement
 - 1. Case No. 24-04-S (Pre Plat) Skylar Ranch No. 2
- E.** Final Plat
 - 1. Case No. 25-05-FP (Final Plat) Valor Golf Villages No. 4
- F.** Resolutions
 - 1. Resolution R31-2025

A RESOLUTION OF THE CITY COUNCIL FOR KUNA, IDAHO TO REAPPOINT A MEMBER TO THE PLANNING AND ZONING COMMISSION.

(Timestamp 00:00:55)

Mayor Stear All right, first item is the consent agenda. Any questions or comments?

Council Member McPherson I'm good.

Council President Bruce I move we approve the consent agenda as published.

Council Member McPherson Second.

Mayor Stear Motion is made and seconded for approval of the consent agenda. Is there any discussion on that motion? Seeing none, Nathan, would you poll the Council, please?

City Clerk Nathan Stanley Council Member McPherson.

Council Member McPherson Yes.

City Clerk Nathan Stanley Council Member Biggs.

Council Member Biggs Yes.

City Clerk Nathan Stanley Council President Bruce.

Council President Bruce Yes.

Mayor Stear And that motion carries.

(Timestamp 00:01:04)

Motion To: Approve The Consent Agenda

Motion By: Council Member Bruce

Seconded By: Council Member McPherson

Further Discussion: None

Members Voting Aye: Council Members Bruce, McPherson, Biggs

Members Voting Nay: None

Members Absent: Council Member Laraway

Approved Via: Roll Call Vote

3-0-1

4. Public Comment

(Timestamp 00:01:30)

Mayor Stear I didn't have anybody sign up for public comment. Is there anybody who wishes to address the Council tonight that didn't get a chance to sign in?

5. External Reports/Proclamations

(Timestamp 00:01:43)

A. Month of the Military Child

(Timestamp 00:01:43)

Mayor Stear All right, well, that takes us right to the month of the military child. This is a proclamation. Before I do this, I want to thank Greta Smith. She's been our liaison for all things to do with deployed military folks and families and kids for quite some time. And she works very tirelessly at that, and also inspires us all here at City Hall to be purple all month. So, thank you, Greta, for all you do on that. All right, month of the military child.

Whereas April is the month of the military child; and

Whereas the month of the military child is a special month to recognize and pay tribute to military families and their children for the daily sacrifices made for their commitment, courage, and unconditional support of our armed forces; and

Whereas there are more than 2,000,000 military children who face many challenges and unique experiences as a result of their parents service; and

Whereas Air Force Blue, Army Green, Marine Red, Navy Blue, and Coast Guard Blue are all thought to combine as a single color purple; and

Whereas a month long, salute will recognize that military children serve also and citizens of Kuna will be afforded the opportunity to honor these children by wearing The Color Purple.

Now, therefore, I Joe Stear, Mayor of the City of Kuna, Idaho do hereby proclaim April 2025 as month of the military child and invite all Kuna citizens to honor military children by wearing purple each Friday in April.

And we have a couple of folks here that I will present this to.

[Brief Silence as Proclamation is presented and pictures are taken]

[Applause]

Council President Bruce Thank you, you guys. Thank you, Ms. Greta.

6. Public Hearings:

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

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

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

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

(Timestamp 00:04:38)

- A.** Case No. 24-04-OA (Ordinance Amendment) Certificates of Occupancy – The City of Kuna Planning & Zoning Department requests a zoning text amendment application. Doug Hanson, Planning & Zoning Director. **ACTION ITEM**

Open Public Hearing

Receive evidence

Consideration to close evidence presentation and proceed to deliberation

(Timestamp 00:04:38)

Mayor Stear All right, next item is 6 a of public hearing on case number 24-04-OA, an ordinance amendment to certificates of occupancy, Doug Hanson.

Planning & Zoning Director Doug Hanson Good evening, Mayor and Council. For the record, Doug Hanson, Kuna Planning & Zoning Director, 751 W 4th St. The City of Kuna Planning & Zoning Department requests a zoning text amendment application to Title 5, Chapter 8, Part 12 of Kuna City Code, providing additional clarification with the addition of a definition for change in occupancy. And with that, I will stand by for any questions.

Mayor Stear Okay, questions for Doug? And this mainly pertains to changing occupancy and building modifications, tenant improvements, that kind of thing, right? So...

Council President Bruce yeah, I looked over it. I didn't have any questions, did you?

Council Member Biggs No, I looked up in AI, but the was the definition compared. But other than that.

[Laughter]

Mayor Stear All right, and this is a public hearing. I didn't have anybody to testify in this matter. Is there anybody who wishes to that didn't get a chance to sign in? All right, seeing none.

Council President Bruce I move we close evidence presentation and move to deliberation.

Council Member McPherson Second.

Mayor Stear Motion is made and seconded. Is there any discussion on the motion? All those in favor say 'aye.'

All Council Members Aye.

Mayor Stear Any opposed? That motion carries.

(Timestamp 00:05:55)

Motion To: Close Evidence Presentation And Proceed To Deliberation

Motion By: Council Member Bruce

Seconded By: Council Member McPherson

Further Discussion: None

Members Voting Aye: Council Members Bruce, McPherson, Biggs

Members Voting Nay: None

Members Absent: Council Member Laraway

Approved Via: Voice Vote

3-0-1

Council President Bruce I move we approve case #24-04-OA.

Council Member McPherson Second.

Mayor Stear Motion is made and seconded for approval. Is there any further discussion on that motion?

All those in favor say 'aye.'

All Council Members Aye.

Mayor Stear Any opposed? Motion carries. And I believe that's all we had on that one, right?

Council President Bruce Yes, Sir.

Mayor Stear Okay.

(Timestamp 00:06:09)

Motion To: Approve Case #24-04-OA

Motion By: Council Member Bruce

Seconded By: Council Member McPherson

Further Discussion: None

Members Voting Aye: Council Members Bruce, McPherson, Biggs

Members Voting Nay: None

Members Absent: Council Member Laraway

Approved Via: Voice Vote

3-0-1

7. Business Items:

(Timestamp 00:06:47)

- A. Consideration to approve Case No. 25-05-TE (Time Extension) Linrock Subdivision.
Marina Lundy, Planning and Zoning **ACTION ITEM**

(Timestamp 00:06:47)

Mayor Stear Item 7A, consideration to approve case #25-05-TE, time extension for Linrock Subdivision. Is this one that you want to take, Doug? Okay

Planning & Zoning Director Doug Hanson Good evening, Mayor and Council. For the record, Doug Hanson, Kuna Planning & Zoning Director, 751 W 4th St. Kuna. The applicant is requesting a preliminary plat time extension approval for the Linrock Subdivision, located near the northeast corner of S Linder Rd. and W Lake Hazel Rd. A majority of the underground improvements have been installed and paving for Phases 1 and 2 are planned for this spring. QLPE's have been issued by the Public Works Department for final plat Phases 1 and 2, with Civil Plan review of phase three nearly complete. Upon review, staff finds the application to be in compliance with Kuna city code and the comprehensive plan. Should the Council approve the time extension this evening, staff recommends the applicant be subject to the conditions as listed in staff's report, and with that I will stand by for any questions.

Mayor Stear Okay, questions for Doug?

Council President Bruce I did actually.

Mayor Stear Okay.

Council President Bruce Is... Doug, is this the first one or is this?

Planning & Zoning Director Doug Hanson For the record, Doug Hanson, Kuna Planning & Zoning. So yes, so this would be for the preliminary plat. They haven't had the opportunity to record Phase 1 yet.

Council President Bruce Okay, thank you. You guys have anything?

Council Member McPherson Nope, I'm good.

Council President Bruce I move we approve case #25-05-TE.

Council Member McPherson Second.

Mayor Stear Motion is made and seconded for approval. Is there any discussion on that motion? All those in favor say 'aye.'

All Council Members Aye.

Mayor Stear Any opposed? And that motion carries.

(Timestamp 00:06:09)

Motion To: Approve Case #25-05-TE

Motion By: Council Member Bruce

Seconded By: Council Member McPherson

Further Discussion: None

Members Voting Aye: Council Members Bruce, McPherson, Biggs

Members Voting Nay: None

Members Absent: Council Member Laraway

Approved Via: Voice Vote

3-0-1

B. Future Land Use Map Advisory Committee Recommendation. Doug Hanson, Planning and Zoning Director. DISCUSSION ITEM

(Timestamp 00:08:30)

Mayor Stear Future Land Use Map Advisory Committee recommendation, Doug Hanson.

Planning & Zoning Director Doug Hanson Good evening. For the record, Doug Hanson, Kuna Planning & Zoning. There's a memo available in your packet, but with the time dedicated for this discussion item, Cristin Sandu, who was the Chairman of the Advisory Committee, has prepared a presentation.

Mayor Stear Good. Thank you. You may have the floor, Sir. And Cristin, thank you for your work on this.

Cristin Sandu, Kuna Ad Hoc Future Land Use Map Advisory Committee Good Evening, Mayor and Council Members. Thank you for the time tonight. For the record, I'm Cristin Sandu. I've had the honor of serving as the chairman of the Future Land Use Map Advisory Committee. Over the past year, our committee has worked diligently to reimagine a future land use map that doesn't just reflect where we are, but where we're going; and tonight, I'm here to present the results of our work. A more intuitive and more usable map, supported by practical land use categories and strategic overlay districts all designed to guide the next update to Kuna's comprehensive plan. This committee was established by a resolution 23-2024 approved last March. Our charge with straightforward recommend the revised land use map based on Community needs, infrastructure realities and smart planning principles. We grounded our work and expert insight, including presentations from COMPASS, on regional planning and data modeling, ACHD on transportation and infrastructure capacity, Public Works on utilities and service delivery, Boise Valley Economic Partnership on workforce and economic opportunity, Developer presentations to understand how our code translates on the ground. From there, we held multiple working sessions, reviewed feedback, evaluated growth corridors, and ultimately approved the proposed map and the supporting materials on April 12, 2025.

We've reconstructed the maps land use designations to reduce confusion, and the more transparent zoning transitions. High density residential is now urban; medium density residential, suburban; low density residential, rural. The mixed-use designation has been removed and replaced with clearly defined commercial or residential categories, depending on the specific context and location. This new structure

keeps things straightforward. No more gray-zones, or were over generalized designations. It supports implementation and reduces interpretational delays.

The urban designation is where higher density developer development belongs, typically around transportation corridors and key commercial nodes. Housing types includes apartments, townhomes, condos and attached were detached single family on small lots Commercial uses are allowed, but context specific. In this case, community commercial. Urban, those are urban zones are intended to support compact, walkable, well service neighborhoods. This is where we encourage smart density, not sprawl, and where infrastructure investment can be most effectively leveraged.

The suburban category covered the majority of Kuna's Traditional residential neighborhoods includes single family homes, townhomes, and accessory dwelling units, allows limited neighborhood commercial like small retail or professional services. Density is moderate, supporting up to 3 units per cluster, where appropriate. This area is about preserving the neighborhood feel while still offering options for moderate infill and local service servicing amenities.

The rural designation maintains the low-density residential character, large lots, single family housing, accessory dwelling units. Infrastructure is minimal. Development is expected to be self-contained and aligned with agricultural uses. This category also acts as a transition buffer between urbanizing zones and natural or agricultural land.

To better align with infrastructure mobility and market opportunity, we introduced five overlay districts: Meridian Rd. corridor, this is a highly the high visibility growth corridor that will play a central role in Kuna future. Regional commercial hub allows high density residential up to 20 units per acre. Think big box retail mixed residential over commercial and the service offices. This overlay is about scale and access built around transportation and high volume potential; Ten Mile, a more neighborhood focused growth corridor, Ten Mile supports community commercial, vertical use residential up to 12 units per acre. This overlay is ideal for townhomes over shops, corner cafes, and flexible zoning that supports walkable mixed environments; Downtown Kuna, remain central to community and identity, and small business success designated for neighborhood commercial, allows vertical use, guided by downtown design standards to ensure character walkability and infill development. This overlay reinforces what's already working while setting a standard for continued revitalization; The railroad district is designed for commercial and light industrial flex space, ideal for trades, makers, and the small logistics, supports jobs without overloading city infrastructure design standards still apply to maintain compatibility with surrounding areas. This is about functionality and not just land consumption and expanding Kuna's local business footprint; The McDermott overlay anticipates future growth along Highway 16. It is reserved for future commercial. We made sure to align with Nampa's comprehensive plan and regional development models. This is about smart preservation, setting aside the land now so we don't scramble later when demand hits. This map isn't just a redrawing it's a refocus. It reflects the realities of where we're growing, the infrastructure that can support it, and the kind of community Kuna residents want to continue building.

We believe the proposed future land use map offers clarity for staff and Council. Predictability for developers and most importantly, confidence for residents, that growth is being handled with foresight, not just the reaction. On behalf of the entire committee, I thank you for the opportunity to serve and we welcome your feedback as this process moves forward. Thank you.

Mayor Stear Very good. Thank you. And I want to thank the entire committee for all their work on this. This was a pretty in-depth look, so I appreciate all that. I know how much time all those things take.

Council President Bruce Yeah, definitely. Thank you. I'd like to the end result here. Now I have a question.

Mayor Stear Yes.

Council President Bruce Will they continue to do that, or is that committee exhausted now? Or how does that work?

Mayor Stear Doug, help us out with that.

Planning & Zoning Director Doug Hanson For the record, Doug Hanson, Kuna Planning & Zoning Director. So that committee is now complete. What we will do is, we will take this map and the accompanying exhibits and that will inform our comprehensive plan update that will start next fiscal year.

Council President Bruce Thank you, Doug.

Mayor Stear Okay.

Council Member Biggs So Doug, so I just want to just made one note or a couple notes. Just jotting down the R-20, R-12, you know, along with the urban, suburban, et cetera on the McDermott one, it mentions, this is just minor, the cities eastern most entry corridor which is I think probably the western most, right?

Planning & Zoning Director Doug Hanson Correct, that's a typo.

Council Member Biggs Okay. Unless there was another McDermott, I didn't know about.

Mayor Stear Leave it to the Coast Guard guy to find the directions.

Council Member Biggs He's the Coast Guard guy. I'm the Navy guy. Working smarter.

Council President Bruce No, John. Yeah, John. Not me.

Council Member Biggs Yeah.

Mayor Stear Oh, Okay.

Council President Biggs John's the Coast Guard. He's out on the coast tight now.

Mayor Stear I'm sorry about that. He *is* on the coast right now.

Council President Bruce Mr. Mayor, do we need to accept that presentation or do we just?

Mayor Stear Yeah, I think...

Planning & Zoning Director Doug Hanson For the record, Doug Hanson, Kuna Planning & Zoning. It's just a discussion item.

Council President Bruce Okay, thank you.

Mayor Stear Okay good, all right, anybody have anything further on?

Council Member McPherson Nope. Great presentation.

Mayor Stear All right, good job.

C. Consideration to approve R32-2025 Design-Builder Construction Contract Agreement with Prusik Construction LLC for the New Chambers Build Project.
Nathan Stanley, City Clerk. **ACTION ITEM**

(Timestamp 00:17:43)

Mayor Stear All right consideration to move R32-2025, design build construction contract agreement with Prusik Construction, LLC, Nathan Stanley.

City Clerk Nathan Stanley Good evening, Mayor and Council. Nathan Stanley, City Clerk, 751 W 4th St. The contract in front of you is for the new chamber build, out here in the front lot there where the flag and tractor are. There's been a need for meeting space and as we could tell, the last council meeting, there's a need for a larger council chambers. So this will act as a council chambers and public meeting space for committees and residents to be able to have a public space for meetings when needed. And I'll stand for any questions.

Mayor Stear And this is something that we had budgeted for. We just finally got through finalization of the contract so that we can actually move forward with that. But yeah, that there's there is a lack of public meeting space in the city and so we envision that being something that this can be used for as well as Council Chambers, so...

Council President Bruce And so it'll be... Where will it be located?

Mayor Stear Right out front here in this front green lot. It wouldn't pick up the whole thing about a little over half of it.

[Inaudible]

Council Member Biggs How many bidders did we have on this?

Mayor Stear How many what?

Council Member Biggs Bidders.

Mayor Stear We went through the design build bid process...

City Clerk Nathan Stanley Correct. So it was design build. So we put out an RFQ. We had eight companies submit packets. We conducted interviews and Prusik was selected as the appropriate choice.

Council Member Biggs Excellent.

Council President Bruce Did I miss? What was the timeline on it?

City Clerk Nathan Stanley They have 365 days once this is approved.

Mayor Stear One year.

City Clerk Nathan Stanley Yeah.

Council Member Biggs And then there's one year for corrections. We have a like a warranty, I guess, for one year. Is that how I read that?

City Clerk Nathan Stanley Correct.

Council Member Biggs Okay, thank you.

Council President Bruce You have anything?

Council Member McPherson No, I'm good.

Council President Bruce Councilman Biggs? I move we approve R32-2025.

Council President McPherson Second.

Mayor Stear Motion is made and seconded for approval of R32-2025. Is there any further discussion on that motion? All those in favor say 'aye.'

All Council Members Aye.

Mayor Stear Any opposed.

Mayor Stear And that motion carries.

(Timestamp 00:20:18)

Motion To: Approve R32-2025

Motion By: Council Member Bruce

Seconded By: Council Member McPherson

Further Discussion: None

Members Voting Aye: Council Members Bruce, McPherson, Biggs

Members Voting Nay: None

Members Absent: Council Member Laraway

Approved Via: Voice Vote

3-0-1

8. Ordinances:

(Timestamp 00:20:46)

A. Consideration to approve Ordinance 2025-12 ACTION ITEM

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

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

Consideration to waive three readings

Consideration to approve Ordinance

(Timestamp 00:20:46)

Mayor Stear All right, consideration to approve Ordinance 2025-12. An ordinance of the City Council, the City of Kuna: making certain findings; and enlarging the boundaries of the Kuna municipal irrigation system by the inclusion of Ada County Assessors, DB Development LLC; and declaring water rights appurtenant thereto are approved for delivery purposes; directing the city clerk to record this ordinance, as provided by law; directing the city engineer to provide notice of this ordinance to the Nampa~Meridian irrigation District, the owners and update the irrigation system map; and providing an effective date.

Council President Bruce I move a wave 3 readings of Ordinance 2025-12.

Council President McPherson Second.

Mayor Stear Motion is made and seconded to waive the three readings of the ordinance. Is there any discussion on that motion? All those in favor say 'aye.'

All Council Members Aye.

Mayor Stear Any opposed? That motion carries.

(Timestamp 00:21:41)

Motion To: Waive 3 Readings Of Ordinance 2025-12

Motion By: Council Member Bruce

Seconded By: Council Member McPherson

Further Discussion: None

Members Voting Aye: Council Members Bruce, McPherson, Biggs

Members Voting Nay: None

Members Absent: Council Member Laraway

Approved Via: Voice Vote

3-0-1

Council President Bruce I'll move we approve Ordinance 2025-12.

Council President McPherson Second.

Mayor Stear Motion is made and seconded for approval of the ordinance. Is there any further discussion on that motion? Nathan, would you poll the Council, please?

City Clerk Nathan Stanley Council Member McPherson.

Council Member McPherson Yes.

City Clerk Nathan Stanley Council Member Biggs.

Council Member Biggs Yes.

City Clerk Nathan Stanley Council President Bruce.

Council President Bruce Yes.

Mayor Stear And that motion carries.

(Timestamp 00:21:59)

Motion To: Approve Ordinance 2025-12

Motion By: Council Member Bruce

Seconded By: Council Member McPherson

Further Discussion: None

Members Voting Aye: Council Members Bruce, McPherson, Biggs

Members Voting Nay: None

Members Absent: Council Member Laraway

Approved Via: Roll Call Vote

3-0-1

B. Consideration to approve Ordinance 2025-13. ACTION ITEM

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

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

Consideration to waive three readings

Consideration to approve Ordinance

(Timestamp 00:22:21)

Mayor Stear Consideration to approve ordinance 2025-13. An Ordinance of the City Council of the City of Kuna making certain findings; and enlarging the boundaries of the Kuna municipal irrigation system by the inclusion of Ada County Assessors, Nella Project, LLC; and declaring water rights appurtenant thereto are pooled for delivery purposes; and directing the city clerk to record this ordinance as provided by law; and directing the city engineer to provide notice of the ordinance to the Boise~Kuna Irrigation District, the owners and update the irrigation system map; and providing an effective date.

Council President Bruce I move, we waive 3 readings of 2025-13 ordinance.

Council Member McPherson Second.

Mayor Stear Motions made and seconded to waive the three readings. Any discussion on that motion? All those in favor say 'aye.'

All Council Members Aye.

Mayor Stear Any opposed? Motion carries.

(Timestamp 00:23:03)

Motion To: Waive 3 Readings Of Ordinance 2025-12

Motion By: Council Member Bruce

Seconded By: Council Member McPherson

Further Discussion: None

Members Voting Aye: Council Members Bruce, McPherson, Biggs

Members Voting Nay: None

Members Absent: Council Member Laraway

Approved Via: Voice Vote

3-0-1

Council President Bruce I move we approve ordinance 2025-13.

Council Member McPherson Second.

Mayor Stear Motion is made and seconded for approval. Any discussion on that motion? Nathan, would you poll the Council?

City Clerk Nathan Stanley Council Member McPherson.

Council Member McPherson Yes.

City Clerk Nathan Stanley Council Member Biggs.

Council Member Biggs Yes.

City Clerk Nathan Stanley Council President Bruce.

Council President Bruce Yes.

Mayor Stear And that motion carries.

(Timestamp 00:23:20)

Motion To: Approve Ordinance 2025-013

Motion By: Council Member Bruce

Seconded By: Council Member McPherson

Further Discussion: None

Members Voting Aye: Council Members Bruce, McPherson, Biggs

Members Voting Nay: None

Members Absent: Council Member Laraway

Approved Via: Roll Call Vote

3-0-1

9. Executive Session:

10. Mayor/Council Announcements:

(Timestamp 00:23:41)

Mayor Stear That takes us to the end of items on the agenda. Did anybody have anything they would like to mention? I think I would like to thank Representative Chris Bruce, who sits on our Council, for a lot of fine work this year. It's not often that a freshman legislator actually gets to get some pieces of legislation through and you worked hard on that. I know you did. So I appreciate all your efforts there. So thank you for representing this district well.

Council President Bruce Well, and thank you for always being available for my calls for questions.

Mayor Stear I appreciate the calls...

Council President Bruce But I'm glad it's it was 89 days. It was a mad dash. So and the ideas didn't get better as it went on So it was... It was an interesting time. So thank you.

11. Adjournment:

(Timestamp 00:24:44)

Mayor Stear Alright, anybody have anything else? All right. If not, this meeting is adjourned. Thank you.

Joe L. Stear, Mayor

ATTEST:

Nathan Stanley, City Clerk

Minutes prepared by Garrett Michaelson, Deputy City Clerk

Date Approved: CCM 05.06.2025



CITY OF KUNA
 751 W 4th Street • Kuna, ID 83634
 (208) 922-5546 • www.kunacity.id.gov



City Council Public Comment Sign-In Sheet
April 15, 2025

The City of Kuna welcomes Public Questions and/or Comments during the Public Comment Session, as noted in the agenda.

In accordance with Idaho State Code, Public Comments may NOT include specific land use issues or cases. All comments regarding specific land use issues or cases MUST be heard in their associated Public Hearing(s). Idaho State Code also requires all comments and/or complaints regarding City personnel to be heard in Executive Session.

In all instances The Mayor and City Council may determine if your comments are appropriate for the Open Comment Session, particularly if your comments are covered by Idaho Code §74-206(1), and may notify you accordingly. If you are recognized to speak you may "have the floor" for up to three (3) minutes unless a separate time duration is determined by The Mayor and/or City Council.

Name	Name	Name
Address	Address	Address
City, State, ZIP	City, State, ZIP	City, State, ZIP
Topic:	Topic:	Topic:
Name	Name	Name
Address	Address	Address
City, State, ZIP	City, State, ZIP	City, State, ZIP
Topic:	Topic:	Topic:
Name	Name	Name
Address	Address	Address
City, State, ZIP	City, State, ZIP	City, State, ZIP
Topic:	Topic:	Topic:
Name	Name	Name
Address	Address	Address
City, State, ZIP	City, State, ZIP	City, State, ZIP
Topic:	Topic:	Topic:



Name	Name	Name
Address	Address	Address
City, State, ZIP	City, State, ZIP	City, State, ZIP
Topic:	Topic:	Topic:
Name	Name	Name
Address	Address	Address
City, State, ZIP	City, State, ZIP	City, State, ZIP
Topic:	Topic:	Topic:
Name	Name	Name
Address	Address	Address
City, State, ZIP	City, State, ZIP	City, State, ZIP
Topic:	Topic:	Topic:
Name	Name	Name
Address	Address	Address
City, State, ZIP	City, State, ZIP	City, State, ZIP
Topic:	Topic:	Topic:
Name	Name	Name
Address	Address	Address
City, State, ZIP	City, State, ZIP	City, State, ZIP
Topic:	Topic:	Topic:
Name	Name	Name
Address	Address	Address
City, State, ZIP	City, State, ZIP	City, State, ZIP
Topic:	Topic:	Topic:



CITY OF KUNA
 751 W 4th Street • Kuna, ID 83634
 (208) 922-5546 • www.kunacity.id.gov

City Council Public Hearing Sign-In Sheet
 April 15, 2025

Case No.: 24-04-OA (Ordinance Amendment)

Case Name: Certificate of Occupancy

IN FAVOR	NEUTRAL	IN OPPOSITION
<input type="checkbox"/> Testify <input type="checkbox"/> NOT Testify	<input type="checkbox"/> Testify <input type="checkbox"/> NOT Testify	<input type="checkbox"/> Testify <input type="checkbox"/> NOT Testify
Name	Name	Name
Address	Address	Address
City, State, ZIP	City, State, ZIP	City, State, ZIP
<input type="checkbox"/> Testify <input type="checkbox"/> NOT Testify	<input type="checkbox"/> Testify <input type="checkbox"/> NOT Testify	<input type="checkbox"/> Testify <input type="checkbox"/> NOT Testify
Name	Name	Name
Address	Address	Address
City, State, ZIP	City, State, ZIP	City, State, ZIP
<input type="checkbox"/> Testify <input type="checkbox"/> NOT Testify	<input type="checkbox"/> Testify <input type="checkbox"/> NOT Testify	<input type="checkbox"/> Testify <input type="checkbox"/> NOT Testify
Name	Name	Name
Address	Address	Address
City, State, ZIP	City, State, ZIP	City, State, ZIP
<input type="checkbox"/> Testify <input type="checkbox"/> NOT Testify	<input type="checkbox"/> Testify <input type="checkbox"/> NOT Testify	<input type="checkbox"/> Testify <input type="checkbox"/> NOT Testify
Name	Name	Name
Address	Address	Address
City, State, ZIP	City, State, ZIP	City, State, ZIP

IN FAVOR	NEUTRAL	IN OPPOSITION
<input type="checkbox"/> Testify <input type="checkbox"/> NOT Testify	<input type="checkbox"/> Testify <input type="checkbox"/> NOT Testify	<input type="checkbox"/> Testify <input type="checkbox"/> NOT Testify
Name	Name	Name
Address	Address	Address
City, State, ZIP	City, State, ZIP	City, State, ZIP
<input type="checkbox"/> Testify <input type="checkbox"/> NOT Testify	<input type="checkbox"/> Testify <input type="checkbox"/> NOT Testify	<input type="checkbox"/> Testify <input type="checkbox"/> NOT Testify
Name	Name	Name
Address	Address	Address
City, State, ZIP	City, State, ZIP	City, State, ZIP
<input type="checkbox"/> Testify <input type="checkbox"/> NOT Testify	<input type="checkbox"/> Testify <input type="checkbox"/> NOT Testify	<input type="checkbox"/> Testify <input type="checkbox"/> NOT Testify
Name	Name	Name
Address	Address	Address
City, State, ZIP	City, State, ZIP	City, State, ZIP
<input type="checkbox"/> Testify <input type="checkbox"/> NOT Testify	<input type="checkbox"/> Testify <input type="checkbox"/> NOT Testify	<input type="checkbox"/> Testify <input type="checkbox"/> NOT Testify
Name	Name	Name
Address	Address	Address
City, State, ZIP	City, State, ZIP	City, State, ZIP
<input type="checkbox"/> Testify <input type="checkbox"/> NOT Testify	<input type="checkbox"/> Testify <input type="checkbox"/> NOT Testify	<input type="checkbox"/> Testify <input type="checkbox"/> NOT Testify
Name	Name	Name
Address	Address	Address
City, State, ZIP	City, State, ZIP	City, State, ZIP
<input type="checkbox"/> Testify <input type="checkbox"/> NOT Testify	<input type="checkbox"/> Testify <input type="checkbox"/> NOT Testify	<input type="checkbox"/> Testify <input type="checkbox"/> NOT Testify
Name	Name	Name
Address	Address	Address
City, State, ZIP	City, State, ZIP	City, State, ZIP

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
2M COMPANY, INC.												
1461	2M COMPANY, INC.	204040993-00	20602	<u>12" PRO SPRINKLER HEADS FOR PATAGONIA, D. ABBOTT, APR '25</u>	04/23/2025	293.16	.00	01-6150 M & R - SYSTEM	1004	4/25		
Total 204040993-00:						293.16	.00					
Total 2M COMPANY, INC.:						293.16	.00					
ADA COUNTY PROSECUTING ATTORNE												
176	ADA COUNTY PROSECUTING ATTORNE	04252025CPA		<u>PROSECUTORIAL SERVICES FOR MAY 2025</u>	04/25/2025	6,429.33	.00	01-6203 PROSECUTORIAL SERVICES	0	4/25		
Total 04252025CPA:						6,429.33	.00					
Total ADA COUNTY PROSECUTING ATTORNE:						6,429.33	.00					
ADVANCED SIGN LLC												
2194	ADVANCED SIGN LLC	6100014622	20507	<u>PUBLIC HEARING SIGNS FOR 2 CASES: 25-02-AN & 25-01-DAN, D. HANSON, APR '25</u>	04/24/2025	1,456.00	.00	01-6125 LEGAL PUBLICATIONS	1003	4/25		
Total 6100014622:						1,456.00	.00					
Total ADVANCED SIGN LLC:						1,456.00	.00					
ALLIANCE MEDICAL GROUP LLC												
2072	ALLIANCE MEDICAL GROUP LLC	8773-040925		<u>EMPLOYEE DRUG SCREEN, H. STOCKDILL, APR. 25- P.I</u>	04/11/2025	4.00	4.00	25-5950 TEAM BUILDING, ONBOARDING	0	4/25	04/18/2025	
2072	ALLIANCE MEDICAL GROUP LLC	8773-040925		<u>EMPLOYEE DRUG SCREEN, B. VILLANUEVA, APR. 25</u>	04/11/2025	25.00	25.00	01-5950 TEAM BUILDING, ONBOARDING	1004	4/25	04/18/2025	

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 4/11/2025-5/1/2025

Page: 2
May 01, 2025 08:26AM

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
2072	ALLIANCE MEDICAL GROUP LLC	8773-040925		<u>EMPLOYEE DRUG SCREEN, H. STOCKDILL, APR. 25- WATER</u>	04/11/2025	10.50	10.50	<u>20-5950 TEAM BUILDING, ONBOARDING</u>	0	4/25	04/18/2025	
2072	ALLIANCE MEDICAL GROUP LLC	8773-040925		<u>NEW EMPLOYEE DRUG SCREEN, K. PETERSON, APR. 25</u>	04/11/2025	25.00	25.00	<u>01-5950 TEAM BUILDING, ONBOARDING</u>	1004	4/25	04/18/2025	
2072	ALLIANCE MEDICAL GROUP LLC	8773-040925		<u>EMPLOYEE DRUG SCREEN, H. STOCKDILL, APR. 25- SEWER</u>	04/11/2025	10.50	10.50	<u>21-5950 TEAM BUILDING, ONBOARDING</u>	0	4/25	04/18/2025	
Total 8773-040925:						75.00	75.00					
Total ALLIANCE MEDICAL GROUP LLC:						75.00	75.00					
ALPHA HOME PEST CONTROL, LLC												
1804	ALPHA HOME PEST CONTROL, LLC	102388		<u>QUARTERLY PEST CONTROL FOR CITY HALL, APR '25 - P & Z</u>	04/10/2025	9.50	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	1003	4/25		
1804	ALPHA HOME PEST CONTROL, LLC	102388		<u>QUARTERLY PEST CONTROL FOR CITY HALL, APR '25 - WATER</u>	04/10/2025	24.70	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	4/25		
1804	ALPHA HOME PEST CONTROL, LLC	102388		<u>QUARTERLY PEST CONTROL FOR CITY HALL, APR '25 - P.I.</u>	04/10/2025	9.50	.00	<u>25-6140 MAINT. & REPAIR BUILDING</u>	0	4/25		
1804	ALPHA HOME PEST CONTROL, LLC	102388		<u>QUARTERLY PEST CONTROL FOR CITY HALL, APR '25 - SEWER</u>	04/10/2025	24.70	.00	<u>21-6140 MAINT. & REPAIR BUILDING</u>	0	4/25		
1804	ALPHA HOME PEST CONTROL, LLC	102388		<u>QUARTERLY PEST CONTROL FOR CITY HALL, APR '25 - ADMIN</u>	04/10/2025	26.60	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	0	4/25		
Total 102388:						95.00	.00					
Total ALPHA HOME PEST CONTROL, LLC:						95.00	.00					
AUMA ACTUATORS INC												
2021	AUMA ACTUATORS INC	6320090	20461	<u>SERVICE CALL FOR REPAIR OF ACTUATOR VALVE AT PLANT, M. NADEAU, APR '25</u>	04/10/2025	328.34	.00	<u>21-6150 M & R - SYSTEM</u>	0	4/25		

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 6320090:						328.34	.00					
Total AUMA ACTUATORS INC:						328.34	.00					
BIG SKY RENTALS LLC												
1846	BIG SKY RENTALS LLC	9222	20208	RENTAL OF TRACTORS FOR CRIMSON POINT COMMUNITY GARDEN, S. CAHILL, MAR '25	03/03/2025	283.00	283.00	01-6212 RENT - EQUIPMENT	1004	4/25	04/18/2025	
Total 9222:						283.00	283.00					
1846	BIG SKY RENTALS LLC	9392	20505	ROLLER RENTAL AT WINCHESTER, B. VILLANUEVA, APR '25	04/11/2025	501.00	501.00	01-6212 RENT - EQUIPMENT	1004	4/25	04/18/2025	
Total 9392:						501.00	501.00					
Total BIG SKY RENTALS LLC:						784.00	784.00					
BSN SPORTS, LLC												
1739	BSN SPORTS, LLC	929562326		CASE OF STRIPE PAINT, PITCHERS PLATE, SOFTBALLS, M. WEBB, APR '25	04/12/2025	698.26	.00	01-6135 PUBLIC ENTERTAINMENT	1004	4/25		
Total 929562326:						698.26	.00					
Total BSN SPORTS, LLC:						698.26	.00					
CENTURYLINK												
62	CENTURYLINK	333971613040		DEDICATED LANDLINE TO ELAVATOR AT CITY HALL, 04/07/2025-05/06/2025 - SEWER	04/07/2025	19.57	19.57	21-6255 TELEPHONE EXPENSE	0	4/25	04/25/2025	
62	CENTURYLINK	333971613040		DEDICATED LANDLINE TO ELAVATOR AT CITY HALL, 04/07/2025-05/06/2025 - P.I.	04/07/2025	7.52	7.52	25-6255 TELEPHONE EXPENSE	0	4/25	04/25/2025	
62	CENTURYLINK	333971613040		DEDICATED LANDLINE TO ELAVATOR AT CITY HALL, 04/07/2025-05/06/2025 - P & Z	04/07/2025	7.53	7.53	01-6255 TELEPHONE EXPENSE	1003	4/25	04/25/2025	

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 4/11/2025-5/1/2025

Page: 4
May 01, 2025 08:26AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
62	CENTURYLINK	333971613040		<u>DEDICATED LANDLINE TO ELAVATOR AT CITY HALL. 04/07/2025-05/06/2025 - ADMIN</u>	04/07/2025	21.07	21.07	<u>01-6255 TELEPHONE EXPENSE</u>	0	4/25	04/25/2025	
62	CENTURYLINK	333971613040		<u>DEDICATED LANDLINE TO ELAVATOR AT CITY HALL. 04/07/2025-05/06/2025 - WATER</u>	04/07/2025	19.57	19.57	<u>20-6255 TELEPHONE EXPENSE</u>	0	4/25	04/25/2025	
Total 33397161304072025:						75.26	75.26					
Total CENTURYLINK:						75.26	75.26					
CHRISTENSEN INC												
2186	CHRISTENSEN INC	0696278-IN		<u>UNLEADED FUEL FOR FUEL STATION, APR '25</u>	04/14/2025	1,504.84	.00	<u>21-6300 FUEL</u>	0	4/25		
2186	CHRISTENSEN INC	0696278-IN		<u>DIESEL FUEL FOR FUEL STATION, APR '25</u>	04/14/2025	2,137.93	.00	<u>21-6300 FUEL</u>	0	4/25		
Total 0696278-IN:						3,642.77	.00					
Total CHRISTENSEN INC:						3,642.77	.00					
COASTLINE EQUIPMENT COMPANY												
1788	COASTLINE EQUIPMENT COMPANY	1233327	20542	<u>BATTERY KIT FOR PARKS BACKHOE, J. DURHAM, APR '25</u>	04/17/2025	1,053.04	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	4/25		
Total 1233327:						1,053.04	.00					
Total COASTLINE EQUIPMENT COMPANY:						1,053.04	.00					
COMMERCIAL TIRE INC												
2204	COMMERCIAL TIRE INC	442279	20477	<u>REPAIR WORK AND ALIGNMENT DONE ON PARKS BIG RED DUMP TRUCK, J. DURHAM, APR '25</u>	04/09/2025	2,159.36	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	4/25		
Total 442279:						2,159.36	.00					

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 4/11/2025-5/1/2025

Page: 5
May 01, 2025 08:26AM

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
2204	COMMERCIAL TIRE INC	45-28360	20481	<u>TRUCK #73 TIRE REPAIR, S. HOWELL, APR '25</u>	04/14/2025	59.00	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	4/25		
Total 45-28360:						59.00	.00					
2204	COMMERCIAL TIRE INC	45-28596	20588	<u>SNOW TIRES REMOVED FROM TACOMA, J. DURHAM, APR '25</u>	04/24/2025	45.00	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	4/25		
Total 45-28596:						45.00	.00					
Total COMMERCIAL TIRE INC:						2,263.36	.00					
CORE & MAIN LP												
63	CORE & MAIN LP	W533958	20527	<u>FIRE HYDRANT METER PARTS FOR STOCK, J. OSBORN, APR '25</u>	04/16/2025	2,652.40	.00	20-6150 M & R - SYSTEM	0	4/25		
Total W533958:						2,652.40	.00					
63	CORE & MAIN LP	W558767	20527	<u>REGISTERS, J. OSBORN, APR '25</u>	04/16/2025	3,649.20	.00	20-6020 CAPITAL IMPROVEMENTS	0	4/25		
Total W558767:						3,649.20	.00					
63	CORE & MAIN LP	W777896	20527	<u>METERS, RINGS, LIDS & GASKETS, J. OSBORN, APR '25</u>	04/16/2025	43,836.16	.00	20-6020 CAPITAL IMPROVEMENTS	0	4/25		
Total W777896:						43,836.16	.00					
63	CORE & MAIN LP	W783773	20495	<u>IRRIGATION PARTS, R. JONES, APR '25</u>	04/14/2025	3,429.74	.00	25-6150 M & R - SYSTEM (PI)	0	4/25		
Total W783773:						3,429.74	.00					
Total CORE & MAIN LP:						53,567.50	.00					

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 4/11/2025-5/1/2025

Page: 6
May 01, 2025 08:26AM

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
CUSTOM ELECTRIC, INC.												
147	CUSTOM ELECTRIC, INC.	9473	20283	<u>PROGRAMMING FOR DOSING PUMPS AT NEW YORK BOOSTER STATION, R. JONES, MAR '25</u>	03/14/2025	560.00	560.00	20-6150 M & R - SYSTEM	0	4/25	04/18/2025	
Total 9473:						560.00	560.00					
147	CUSTOM ELECTRIC, INC.	9474	20284	<u>CHECKED VOLTAGE TO INSTRUMENT FOR MIKE AT NWWTP, MAR '25</u>	03/14/2025	140.00	140.00	21-6150 M & R - SYSTEM	0	4/25	04/18/2025	
Total 9474:						140.00	140.00					
147	CUSTOM ELECTRIC, INC.	9486	20557	<u>STARTING REUSE AND KEO2 AT META, T. FLEMING, APR '25</u>	04/18/2025	630.00	.00	28-6150 M & R - SYSTEM	0	4/25		
Total 9486:						630.00	.00					
147	CUSTOM ELECTRIC, INC.	9496	20601	<u>STARTING UP PI STATIONS AND VOLT PRESSURE TRANSUDCER, R. JONES, APR '25</u>	04/23/2025	2,060.00	.00	25-6150 M & R - SYSTEM (PI)	0	4/25		
Total 9496:						2,060.00	.00					
Total CUSTOM ELECTRIC, INC.:						3,390.00	700.00					
D & B SUPPLY												
75	D & B SUPPLY	1248	20549	<u>COUPLER FOR WEED BURNER TRAILER, S. CAHILL, APR '25</u>	04/18/2025	62.99	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/25		
Total 1248:						62.99	.00					
75	D & B SUPPLY	1875	20468	<u>PARTS FOR SPRAYER, B. REED, APR '25</u>	04/08/2025	28.98	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/25		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 7
 May 01, 2025 08:26AM

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 1875:						28.98	.00					
75	D & B SUPPLY	2063	20561	<u>QUICK RELEASE COUPLERS FOR WEED BURNER, B. VILLANUEVA, APR '25</u>	04/21/2025	55.58	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/25		
75	D & B SUPPLY	2063	20561	<u>PROPANE, B. VILLANUEVA, APR '25</u>	04/21/2025	329.00	.00	01-6150 M & R - SYSTEM	1004	4/25		
Total 2063:						384.58	.00					
75	D & B SUPPLY	2198	20574	<u>BOOTS FOR PHILLIP MORFIN, APRIL '25 - P.I.</u>	04/21/2025	44.00	.00	25-6285 UNIFORMS EXPENSE	0	4/25		
75	D & B SUPPLY	2198	20574	<u>BOOTS FOR PHILLIP MORFIN, APRIL '25 - WATER</u>	04/21/2025	175.99	.00	20-6285 UNIFORMS EXPENSE	0	4/25		
Total 2198:						219.99	.00					
75	D & B SUPPLY	2696	20595	<u>TUBING AND SPRINKLER FITTINGS FOR MAINTENANCE, J. PEREZ, APR '25</u>	04/23/2025	54.42	.00	01-6150 M & R - SYSTEM	1004	4/25		
Total 2696:						54.42	.00					
75	D & B SUPPLY	2780	20603	<u>WEED KILLER, BUNGEE CORDS, FITTINGS AND WATER JUG, B. REED, APR '25</u>	04/23/2025	63.54	.00	01-6150 M & R - SYSTEM	1004	4/25		
Total 2780:						63.54	.00					
75	D & B SUPPLY	2884	20607	<u>WAND AND PARTS FOR BLUE WATER TRAILER, C. REGLI, APR '25</u>	04/24/2025	95.85	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/25		
Total 2884:						95.85	.00					

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 8
 May 01, 2025 08:26AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
75	D & B SUPPLY	3252	20616	HITCH AND PINS TO TOW DAKOTA SPREADER, R. WARWICK, APR '25	04/25/2025	38.47	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/25		
Total 3252:						38.47	.00					
75	D & B SUPPLY	3295		EXCHANGE OF HITCH PIN ORIGINALLY PURCHASED ON PO #20616 FOR SMALL CREDIT, R. WARWICK, APR '25	04/25/2025	-50	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/25		
Total 3295:						-50	.00					
75	D & B SUPPLY	3380	20625	PRESSURE GAUGE FOR 4 WHEELER SPRAYER, J. BOSTON, APR '25	04/25/2025	10.49	.00	21-6142 MAINT. & REPAIR - EQUIPMENT	0	4/25		
Total 3380:						10.49	.00					
75	D & B SUPPLY	3386	20627	2 PAIRS MUCK BOOTS FOR M. NADEAU AND U. RAMIEREZ, AND RAIN GEAR PANTS FOR M. NADEAU, AND REPLACEMENT RAIN BIBS, APR '25	04/25/2025	331.97	.00	21-6230 SAFETY TRAINING & EQUIPMENT	0	4/25		
Total 3386:						331.97	.00					
75	D & B SUPPLY	350	20600	WEED BARRIER FOR WINCHESTER PARK, S. CAHILL, APR '25	04/23/2025	181.98	.00	01-6150 M & R - SYSTEM	1004	4/25		
Total 350:						181.98	.00					
75	D & B SUPPLY	4076	20555	PAINT FOR WEED BURNER, B. VILLANUEVA, APR '25	04/18/2025	19.47	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/25		
Total 4076:						19.47	.00					

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 9
 May 01, 2025 08:26AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
75	D & B SUPPLY	4410	20640	<u>BLADES FOR PARKS MOWER, J. PEREZ, APR '25</u>	04/28/2025	215.94	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	4/25		
Total 4410:						215.94	.00					
75	D & B SUPPLY	6015A		<u>WELDING RODS FOR THE FARM, T. FLEMING, APR '25</u>	04/28/2025	36.98	.00	<u>21-6090 FARM EXPENDITURES</u>	0	4/25		
Total 6015A:						36.98	.00					
75	D & B SUPPLY	6986	20478	<u>2 WEED EATER HEADS AND PRE-MIXED OIL, J. PEREZ, APR '25</u>	04/09/2025	145.92	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	4/25		
Total 6986:						145.92	.00					
75	D & B SUPPLY	7479A	20496	<u>ZIP TIES FOR PARKS TO HANG RESERVATION SIGNS, S. CAHILL, APR '25</u>	04/11/2025	9.44	.00	<u>01-6150 M & R - SYSTEM</u>	1004	4/25		
Total 7479A:						9.44	.00					
75	D & B SUPPLY	7482		<u>RETURN OF INCORRECT ITEM ADDED TO ORDER #7479 FOR CREDIT, APR '25</u>	04/11/2025	-45	.00	<u>01-6150 M & R - SYSTEM</u>	1004	4/25		
Total 7482:						-45	.00					
75	D & B SUPPLY	7897	20559	<u>PROPANE HOSE FOR WEED BURNER, B. VILLANUEVA, APR '25</u>	04/18/2025	46.99	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	4/25		
Total 7897:						46.99	.00					
75	D & B SUPPLY	8726	20524	<u>PROPANE REFILL FOR PARKS, S. HOWELL, APR '25</u>	04/16/2025	12.17	.00	<u>01-6150 M & R - SYSTEM</u>	1004	4/25		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 4/11/2025-5/1/2025

Page: 11
May 01, 2025 08:26AM

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>MAR '25</u>	03/26/2025	-188.51	-188.51	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	4/25	04/18/2025	
Total 32990:						-188.51	-188.51					
844	DENNIS DILLON RV LLC	34266	20540	<u>GATE CHAIN LUBRICANT FOR FACILITIES. J. DURHAM, APR '25</u>	04/17/2025	13.99	.00	<u>01-6150 M & R - SYSTEM</u>	1004	4/25		
Total 34266:						13.99	.00					
2064	DENNIS DILLON RV LLC	8002	20465	<u>REAR VIEW MIRROR FOR SEWER SIDE BY SIDE. J. DURHAM, APR '25</u>	04/08/2025	137.36	.00	<u>21-6305 VEHICLE MAINTENANCE & REPAIRS</u>	0	4/25		
Total 8002:						137.36	.00					
Total DENNIS DILLON RV LLC:						2,157.44	1,518.97					
DEX IMAGING LLC												
2291	DEX IMAGING LLC	AR13135053		<u>CONTRACT OVERAGE CHARGES, MODEL #MX2651, SERIAL #03012172, TREATMENT PLANT, APR '25 - WATER</u>	04/15/2025	41.10	.00	<u>20-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	4/25		
2291	DEX IMAGING LLC	AR13135053		<u>CONTRACT OVERAGE CHARGES, MODEL #MX2651, SERIAL #03012172, TREATMENT PLANT, APR '25 - P.I.</u>	04/15/2025	15.66	.00	<u>25-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	4/25		
2291	DEX IMAGING LLC	AR13135053		<u>CONTRACT OVERAGE CHARGES, MODEL #MX2651, SERIAL #03012172, TREATMENT PLANT, APR '25 - SEWER</u>	04/15/2025	41.10	.00	<u>21-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	4/25		
2291	DEX IMAGING LLC	AR13135053		<u>CONTRACT LEASE CHARGE, MODEL #MX2651, SERIAL #03012172, TREATMENT PLANT, APR '25</u>	04/15/2025	95.55	.00	<u>20-6212 RENT - EQUIPMENT</u>	0	4/25		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 13
 May 01, 2025 08:26AM

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
				#BPC535WR_SERIAL #43010858, CLERKS OFFICE, APR '25 - P.I.	04/15/2025	1.46	.00	25-6142 MAINT. & REPAIR - EQUIPMENT	0	4/25		
2291	DEX IMAGING LLC	AR13135055		CONTRACT OVERAGE CHARGES, MODEL #BPC535WR_SERIAL #43010858, CLERKS OFFICE, APR '25 - ADMIN	04/15/2025	139.42	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	4/25		
2291	DEX IMAGING LLC	AR13135055		CONTRACT LEASE CHARGE, MODEL #BPC535WR_SERIAL #43010858, CLERKS OFFICE, APR '25	04/15/2025	47.99	.00	01-6212 RENT - EQUIPMENT	0	4/25		
2291	DEX IMAGING LLC	AR13135055		CONTRACT OVERAGE CHARGES, MODEL #BPC535WR_SERIAL #43010858, CLERKS OFFICE, APR '25 - WATER	04/15/2025	2.94	.00	20-6142 MAINT. & REPAIR - EQUIPMENT	0	4/25		
Total AR13135055:						194.75	.00					
2291	DEX IMAGING LLC	AR13149812		CONTRACT OVERAGE CHARGES, MODEL#M406DN, SERIAL #JPBDC08926, B. JACKSON, APR '25 - TRASH	04/17/2025	.33	.00	25-6142 MAINT. & REPAIR - EQUIPMENT	0	4/25		
2291	DEX IMAGING LLC	AR13149812		CONTRACT OVERAGE CHARGES, MODEL#M406DN, SERIAL #JPBDC08926, B. JACKSON, APR '25 - SEWER	04/17/2025	1.21	.00	21-6142 MAINT. & REPAIR - EQUIPMENT	0	4/25		
2291	DEX IMAGING LLC	AR13149812		CONTRACT OVERAGE CHARGES, MODEL#M406DN, SERIAL #JPBDC08926, B. JACKSON, APR '25 - WATER	04/17/2025	1.21	.00	20-6142 MAINT. & REPAIR - EQUIPMENT	0	4/25		
2291	DEX IMAGING LLC	AR13149812		CONTRACT OVERAGE CHARGES, MODEL#M406DN, SERIAL #JPBDC08926, B. JACKSON, APR '25 - ADMIN	04/17/2025	.91	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	4/25		
Total AR13149812:						3.66	.00					

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 4/11/2025-5/1/2025

Page: 15
May 01, 2025 08:26AM

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>APR. 25</u>	04/26/2025	134.38	.00	01-6165 OFFICE SUPPLIES	1004	4/25		
Total 24336182 042625:						134.38	.00					
Total DS SERVICES OF AMERICA INC:						448.13	.00					
DUBOIS CHEMICALS INC												
512	DUBOIS CHEMICALS INC	IN-30422347	20508	1 TOTE CHLORINE, D. CROSSLEY, APR '25	04/17/2025	1,316.70	.00	20-6151 M & R - PROCESS CHEMICALS	0	4/25		
Total IN-30422347:						1,316.70	.00					
Total DUBOIS CHEMICALS INC:						1,316.70	.00					
DYNA PARTS LLC												
2115	DYNA PARTS LLC	315330	20475	CHAIN LINKS FOR FERTILIZER SPREADER, C. REGLI, APR. 25	04/09/2025	16.93	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/25		
Total 315330:						16.93	.00					
2115	DYNA PARTS LLC	315346	20479	ROLLERCHAIN BREAKER TOOL FOR SERVICE TRUCK AND CHAIN LINKS FOR FERTILIZER SPREADER, C. REGLI, APR. 25	04/09/2025	72.61	.00	01-6175 SMALL TOOLS	1004	4/25		
Total 315346:						72.61	.00					
2115	DYNA PARTS LLC	315449	20488	FILTERS KUBOTA TRACTOR, J. DURHAM, APR. 25	04/10/2025	101.74	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/25		
Total 315449:						101.74	.00					
2115	DYNA PARTS LLC	315479	20494	BELT AND HYDRAULIC OIL FOR KUBOTA TRACTOR, J. DURHAM, APR '25	04/11/2025	77.44	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/25		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 16
 May 01, 2025 08:26AM

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 315479:						77.44	.00					
2115	DYNA PARTS LLC	315642	20516	<u>SUPER GLUE FOR SHOP SUPPLIES, J. DURHAM, APR '25</u>	04/15/2025	8.99	.00	01-6150 M & R - SYSTEM	1004	4/25		
Total 315642:						8.99	.00					
2115	DYNA PARTS LLC	315664	20518	<u>TOGGLE SWITCH, S.CAHILL, APR.'25</u>	04/15/2025	5.46	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/25		
Total 315664:						5.46	.00					
2115	DYNA PARTS LLC	315761	20530	<u>DEF. J.BOSTON, APR.'25</u>	04/16/2025	25.98	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	4/25		
Total 315761:						25.98	.00					
2115	DYNA PARTS LLC	315894	20552	<u>BEARINGS FOR PARKS CONSTRUCTION TRAILER, J. DURHAM, APR '25</u>	04/18/2025	34.67	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	4/25		
Total 315894:						34.67	.00					
2115	DYNA PARTS LLC	316096	20580	<u>DEF FOR FLEET SUPPLY, S. HOWELL, APR '25- ADMIN</u>	04/22/2025	38.97	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	0	4/25		
2115	DYNA PARTS LLC	316096	20580	<u>DEF FOR FLEET SUPPLY, S. HOWELL, APR '25- P.I</u>	04/22/2025	7.79	.00	25-6305 VEHICLE MAINTENANCE & REPAIRS	0	4/25		
2115	DYNA PARTS LLC	316096	20580	<u>DEF FOR FLEET SUPPLY, S. HOWELL, APR '25- SEWER</u>	04/22/2025	15.59	.00	21-6305 VEHICLE MAINTENANCE & REPAIRS	0	4/25		
2115	DYNA PARTS LLC	316096	20580	<u>DEF FOR FLEET SUPPLY, S. HOWELL, APR '25- WATER</u>	04/22/2025	15.59	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	4/25		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 17
 May 01, 2025 08:26AM

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 316096:						77.94	.00					
2115	DYNA PARTS LLC	316103		<u>AIR FILTER FOR WATER TRUCK #27, APR. 25- WATER</u>	04/22/2025	40.25	.00	20-6305 VEHICLE MAINTENANCE & REPAIRS	0	4/25		
2115	DYNA PARTS LLC	316103		<u>AIR FILTER FOR WATER TRUCK #27, APR. 25- P.I</u>	04/22/2025	10.06	.00	25-6305 VEHICLE MAINTENANCE & REPAIRS	0	4/25		
Total 316103:						50.31	.00					
Total DYNA PARTS LLC:						472.07	.00					
ELAM & BURKE												
796	ELAM & BURKE	214061		<u>LEGAL SERVICES, GENERAL REPRESENTATION, 03/19-03/31/25 - KUNA URBAN RENEWAL - KUNA EAST META</u>	03/31/2025	80.00	80.00	53-6202 PROFESSIONAL SERVICES	0	4/25	04/18/2025	
796	ELAM & BURKE	214061		<u>LEGAL SERVICES, GENERAL REPRESENTATION, 03/19-03/31/25 - KUNA URBAN RENEWAL</u>	03/31/2025	320.00	320.00	52-6202 PROFESSIONAL SERVICES	0	4/25	04/18/2025	
Total 214061:						400.00	400.00					
Total ELAM & BURKE:						400.00	400.00					
ELEVEN 1 EQUIPMENT LLC												
2352	ELEVEN 1 EQUIPMENT LLC	04162025E1		<u>125 GALLON WEED BURNER WITH TRAILER, C. REGLI, APR '25</u>	04/16/2025	1,000.00	1,000.00	01-6175 SMALL TOOLS	1004	4/25	04/18/2025	
Total 04162025E1:						1,000.00	1,000.00					
Total ELEVEN 1 EQUIPMENT LLC:						1,000.00	1,000.00					

EMD MILLIPORE CORPORATION

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 18
 May 01, 2025 08:26AM

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
1421	EMD MILLIPORE CORPORATION	11704157	20065	<u>PREVENTATIVE MAINTENANCE, CHANGING FILTER AND CALIBRATION, M. NADEAU, APR '25</u>	04/11/2025	1,398.70	.00	21-6150 M & R - SYSTEM	0	4/25		
Total 11704157:						1,398.70	.00					
Total EMD MILLIPORE CORPORATION:						1,398.70	.00					
FAIRBANK EQUIPMENT INC												
2269	FAIRBANK EQUIPMENT INC	S2547860.001	20608	<u>PARTS FOR SPRAY RIG AT FARM, R. HENZE, APR '25</u>	01/23/2025	30.16	.00	21-6142 MAINT. & REPAIR - EQUIPMENT	0	4/25		
Total S2547860.001:						30.16	.00					
Total FAIRBANK EQUIPMENT INC:						30.16	.00					
FERGUSON ENTERPRISES INC												
219	FERGUSON ENTERPRISES INC	0919432	20470	<u>GATE VALVE FOR WATER DEPT. B. REED, APR '25</u>	04/08/2025	925.00	.00	20-6150 M & R - SYSTEM	0	4/25		
Total 0919432:						925.00	.00					
219	FERGUSON ENTERPRISES INC	0920033	20512	<u>REDUCERS FOR SEGO PRAIRIE P.I. STATION, J. COX, APR '25</u>	04/14/2025	54.88	.00	25-6150 M & R - SYSTEM (PI)	0	4/25		
Total 0920033:						54.88	.00					
219	FERGUSON ENTERPRISES INC	0920342	20536	<u>BRASS PARTS, J. MORFIN, APR '25</u>	04/16/2025	17.60	.00	20-6150 M & R - SYSTEM	0	4/25		
Total 0920342:						17.60	.00					
Total FERGUSON ENTERPRISES INC:						997.48	.00					

FLUID CONNECTOR PRODUCTS, INC.

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 19
 May 01, 2025 08:26AM

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
1083	FLUID CONNECTOR PRODUCTS, INC.	9441363	20498	<u>3 STAINLESS STEEL HOSE CLAMPS FOR PLANT, 9 LEFT ON BACKORDER. U. RAMIREZ, APR '25</u>	04/11/2025	13.89	.00	21-6150 M & R - SYSTEM	0	4/25		
Total 9441363:						13.89	.00					
1083	FLUID CONNECTOR PRODUCTS, INC.	9447049	20532	<u>FITTINGS FOR FARM BACKHOE FOR USE BY ALL DEPTS AT PLANT, J. DURHAM, APR '25 - SEWER</u>	04/17/2025	19.29	.00	21-6142 MAINT. & REPAIR - EQUIPMENT	0	4/25		
1083	FLUID CONNECTOR PRODUCTS, INC.	9447049	20532	<u>FITTINGS FOR FARM BACKHOE FOR USE BY ALL DEPTS AT PLANT, J. DURHAM, APR '25 - P.I.</u>	04/17/2025	7.36	.00	25-6142 MAINT. & REPAIR - EQUIPMENT	0	4/25		
1083	FLUID CONNECTOR PRODUCTS, INC.	9447049	20532	<u>FITTINGS FOR FARM BACKHOE FOR USE BY ALL DEPTS AT PLANT, J. DURHAM, APR '25 - WATER</u>	04/17/2025	19.29	.00	20-6142 MAINT. & REPAIR - EQUIPMENT	0	4/25		
Total 9447049:						45.94	.00					
1083	FLUID CONNECTOR PRODUCTS, INC.	9447453	20543	<u>PRESSURE GAUGES FOR META, R. WARWICK, APR '25</u>	04/17/2025	114.08	.00	28-6150 M & R - SYSTEM	0	4/25		
Total 9447453:						114.08	.00					
1083	FLUID CONNECTOR PRODUCTS, INC.	9450650	20498	<u>9 STAINLESS STEEL HOSE CLAMPS FOR PLANT, U. RAMIREZ, APR '25</u>	04/21/2025	46.16	.00	21-6150 M & R - SYSTEM	0	4/25		
Total 9450650:						46.16	.00					
Total FLUID CONNECTOR PRODUCTS, INC.:						220.07	.00					
FLYNN BEC LP												
2220	FLYNN BEC LP	134864		<u>RE-ROOF OF VFW, M. WEBB, APR '25</u>	04/11/2025	39,445.00	.00	40-6020 CAPITAL IMPROVEMENTS	0	4/25		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 20
 May 01, 2025 08:26AM

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 134864:						39,445.00	.00					
Total FLYNN BEC LP:						39,445.00	.00					
GRANITE EXCAVATION INC												
1907	GRANITE EXCAVATION INC	34887		<u>SEWER PIPE REPAIR ON LINDER ROAD, T. FLEMING, APR '25</u>	04/21/2025	4,818.41	.00	<u>21-6150 M & R - SYSTEM</u>	0	4/25		
Total 34887:						4,818.41	.00					
Total GRANITE EXCAVATION INC:						4,818.41	.00					
H.D. FOWLER COMPANY												
1552	H.D. FOWLER COMPANY	16969867	20469	<u>VALVES FOR SPRINKLERS, B. REED, APR '25</u>	04/08/2025	55.16	.00	<u>01-6150 M & R - SYSTEM</u>	1004	4/25		
Total 16969867:						55.16	.00					
1552	H.D. FOWLER COMPANY	16974363	20509	<u>VALVES AND NOZZLES FOR IRRIGATION, D. ABBOTT, APR '25</u>	04/14/2025	292.16	.00	<u>01-6150 M & R - SYSTEM</u>	1004	4/25		
Total 16974363:						292.16	.00					
1552	H.D. FOWLER COMPANY	16983154	20584	<u>2 FERNCOS FOR GRAVITY IRRIGATION, J. MORFIN, APR '25</u>	04/22/2025	79.06	.00	<u>25-6115 MAINT & REPAIR-SYSTEM- GRAVITY</u>	0	4/25		
Total 16983154:						79.06	.00					
1552	H.D. FOWLER COMPANY	16986813	20618	<u>TEST BALL FOR G.J., J. OSBORN, APR '25</u>	04/25/2025	107.91	.00	<u>25-6115 MAINT & REPAIR-SYSTEM- GRAVITY</u>	0	4/25		
Total 16986813:						107.91	.00					

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 21
 May 01, 2025 08:26AM

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 H.D. FOWLER COMPANY:						534.29	.00					
HACH COMPANY												
157	HACH COMPANY	14469611	20570	<u>DIGITAL PH SENSOR, M. NADEAU, APR '25</u>	04/23/2025	1,684.92	.00	21-6150 M & R - SYSTEM	0	4/25		
Total 14469611:						1,684.92	.00					
157	HACH COMPANY	14471430	20606	<u>5 PACK REAGENTS, M. NADEAU, APR '25</u>	04/24/2025	856.00	.00	21-6150 M & R - SYSTEM	0	4/25		
Total 14471430:						856.00	.00					
Total HACH COMPANY:						2,540.92	.00					
HD SUPPLY INC												
265	HD SUPPLY INC	INV00674363	20457	<u>TEST KITS, VILES, AND FILTERS FOR THE PLANT, U.TALAVERA, APR.'25</u>	04/07/2025	927.26	.00	21-6150 M & R - SYSTEM	0	4/25		
Total INV00674363:						927.26	.00					
265	HD SUPPLY INC	INV00675919	20473	<u>MCDONALD WATER SAMPLING TAPS, D. CROSSLEY, APR. 25</u>	04/08/2025	60.76	.00	20-6150 M & R - SYSTEM	0	4/25		
Total INV00675919:						60.76	.00					
265	HD SUPPLY INC	INV00678588	20489	<u>CHLORINE DISPENSERS FOR META, U. RAMIREZ, APR. 25</u>	04/10/2025	528.27	.00	28-6151 M & R - PROCESS CHEMICALS	0	4/25		
Total INV00678588:						528.27	.00					
265	HD SUPPLY INC	INV00678784	20486	<u>CHLORINE DISPENSERS AND CHLORINE PILLOWS, D. CROSSLEY, APR. 25</u>	04/10/2025	403.75	.00	20-6150 M & R - SYSTEM	0	4/25		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 22
 May 01, 2025 08:26AM

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 INV00678784:						403.75	.00					
Total HD SUPPLY INC:						1,920.04	.00					
HOLLADAY ENGINEERING CO												
1990	HOLLADAY ENGINEERING CO	51449		<u>PROFESSIONAL SERVICES THROUGH 03/31/25, LAGOON #8, KU23-0379</u>	04/08/2025	8,407.50	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	0	4/25		
Total 51449:						8,407.50	.00					
1990	HOLLADAY ENGINEERING CO	51450		<u>PROFESSIONAL SERVICES THROUGH 03/31/25, PEREGRINE PROJECT, KU22-0309</u>	04/08/2025	4,995.30	.00	<u>01-6052 CONTRACT SERVICES</u>	1005	4/25		
Total 51450:						4,995.30	.00					
Total HOLLADAY ENGINEERING CO:						13,402.80	.00					
HUBER TECHNOLOGY, INC.												
1611	HUBER TECHNOLOGY, INC.	CD10028607	20483	<u>8 SUPPORT ROLLERS FOR FINE SCREEN, M. NADEAU, APR '25</u>	04/15/2025	2,548.80	.00	<u>21-6150 M & R - SYSTEM</u>	0	4/25		
Total CD10028607:						2,548.80	.00					
Total HUBER TECHNOLOGY, INC.:						2,548.80	.00					
IDAHO HUMANE SOCIETY												
833	IDAHO HUMANE SOCIETY	05012025IHSK		<u>ANIMAL CONTROL CONTRACT SERVICES FOR MAY '25</u>	05/01/2025	13,656.42	.00	<u>01-6005 ANIMAL CONTROL SERVICES</u>	0	4/25		
Total 05012025IHSKUNA:						13,656.42	.00					
Total IDAHO HUMANE SOCIETY:						13,656.42	.00					

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 23
 May 01, 2025 08:26AM

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
IDAHO POWER CO												
38	IDAHO POWER CO	03282025IP		<u>ELECTRIC SERVICE, 02/13/25-03/24/25 - KUNA EAST - SEWER</u>	03/28/2025	565.25	565.25	28-6290 UTILITIES EXPENSE	0	4/25	04/18/2025	
38	IDAHO POWER CO	03282025IP		<u>ELECTRIC SERVICE, 02/13/25-03/24/25 - STREET LIGHTS</u>	03/28/2025	6,326.76	6,326.76	01-6290 UTILITIES EXPENSE	1002	4/25	04/18/2025	
38	IDAHO POWER CO	03282025IP		<u>ELECTRIC SERVICE, 02/13/25-03/24/25 - FARM/LAGOONS</u>	03/28/2025	2,310.14	2,310.14	21-6090 FARM EXPENDITURES	0	4/25	04/18/2025	
38	IDAHO POWER CO	03282025IP		<u>ELECTRIC SERVICE, 02/13/25-03/24/25 - SEWER</u>	03/28/2025	7,929.77	7,929.77	21-6290 UTILITIES EXPENSE	0	4/25	04/18/2025	
Total 03282025IP:						17,131.92	17,131.92					
38	IDAHO POWER CO	04162025IP		<u>ELECTRIC SERVICE, 03/14/25-04/16/25 - PARKS</u>	04/25/2025	85.18	85.18	01-6290 UTILITIES EXPENSE	1004	4/25	04/25/2025	
38	IDAHO POWER CO	04162025IP		<u>ELECTRIC SERVICE, 03/14/25-04/16/25 - STREET LIGHTS</u>	04/25/2025	2,137.76	2,137.76	01-6290 UTILITIES EXPENSE	1002	4/25	04/25/2025	
38	IDAHO POWER CO	04162025IP		<u>ELECTRIC SERVICE, 03/14/25-04/16/25 - ADMIN</u>	04/25/2025	1,102.24	1,102.24	01-6290 UTILITIES EXPENSE	0	4/25	04/25/2025	
38	IDAHO POWER CO	04162025IP		<u>ELECTRIC SERVICE, 03/14/25-04/16/25 - WATER</u>	04/25/2025	57.73	57.73	20-6290 UTILITIES EXPENSE	0	4/25	04/25/2025	
38	IDAHO POWER CO	04162025IP		<u>ELECTRIC SERVICE, 03/14/25-04/16/25 - SENIOR CENTER</u>	04/25/2025	341.16	341.16	01-6290 UTILITIES EXPENSE	1001	4/25	04/25/2025	
38	IDAHO POWER CO	04162025IP		<u>ELECTRIC SERVICE, 03/14/25-04/16/25 - P.I.</u>	04/25/2025	57.76	57.76	25-6290 UTILITIES EXPENSE	0	4/25	04/25/2025	
38	IDAHO POWER CO	04162025IP		<u>ELECTRIC SERVICE, 03/14/25-04/16/25 - SEWER</u>	04/25/2025	57.73	57.73	21-6290 UTILITIES EXPENSE	0	4/25	04/25/2025	
Total 04162025IP:						3,839.56	3,839.56					
Total IDAHO POWER CO:						20,971.48	20,971.48					
IDEXX DISTRIBUTION, INC.												
1620	IDEXX DISTRIBUTION, INC.	3173153848	20462	<u>3 BOXES OF COLILERT FOR ECOLI SAMPLES, M. NADEAU, APR '25</u>	04/08/2025	731.93	.00	21-6152 M & R - LABORATORY COSTS	0	4/25		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 4/11/2025-5/1/2025

Page: 24
May 01, 2025 08:26AM

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 3173153848:						731.93	.00					
Total IDEXX DISTRIBUTION, INC.:						731.93	.00					
INTEGRITY INSPECTION SOLUTIONS INC												
1981	INTEGRITY INSPECTION SOLUTIONS INC	29101169		HEAD WORKS WALL INFILTRATION REPAIR, T. FLEMING, APR '25	04/09/2025	2,350.00	.00	21-6150 M & R - SYSTEM	0	4/25		
Total 29101169:						2,350.00	.00					
Total INTEGRITY INSPECTION SOLUTIONS INC:						2,350.00	.00					
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	482195000040		NATURAL GAS CONSUMPTION AT NWWTP, 03/05/25-04/03/25 - P.I.	04/04/2025	274.33	274.33	25-6290 UTILITIES EXPENSE	0	4/25	04/18/2025	
37	INTERMOUNTAIN GAS CO	482195000040		NATURAL GAS CONSUMPTION AT NWWTP, 03/05/25-04/03/25 - WATER	04/04/2025	720.10	720.10	20-6290 UTILITIES EXPENSE	0	4/25	04/18/2025	
37	INTERMOUNTAIN GAS CO	482195000040		NATURAL GAS CONSUMPTION AT NWWTP, 03/05/25-04/03/25 - SEWER	04/04/2025	720.10	720.10	21-6290 UTILITIES EXPENSE	0	4/25	04/18/2025	
Total 48219500004042025:						1,714.53	1,714.53					
Total INTERMOUNTAIN GAS CO:						1,714.53	1,714.53					
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	04102025-041		SANITATION RECEIPT TRANSFER, 04/10/2025-04/17/2025	04/18/2025	190,539.28	190,539.28	26-7000 SOLID WASTE SERVICE FEES	0	4/25	04/18/2025	
230	J & M SANITATION, INC.	04102025-041		SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 04/10/2025-04/17/2025	04/18/2025	-18,825.28	-18,825.28	01-4170 FRANCHISE FEES	0	4/25	04/18/2025	

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 4/11/2025-5/1/2025

Page: 25
May 01, 2025 08:26AM

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 04102025-04172025:						171,714.00	171,714.00					
230	J & M SANITATION, INC.	04182025-042		<u>SANITATION RECEIPT TRANSFER, 04/18/2025-04/24/2025</u>	04/25/2025	25,577.69	25,577.69	26-7000 SOLID WASTE SERVICE FEES	0	4/25	04/25/2025	
230	J & M SANITATION, INC.	04182025-042		<u>SANITATION RECEIPT TRANSFER LESS FRANCHISE FEES, 04/18/2025-04/24/2025</u>	04/25/2025	-2,527.08	-2,527.08	01-4170 FRANCHISE FEES	0	4/25	04/25/2025	
Total 04182025-04242025:						23,050.61	23,050.61					
Total J & M SANITATION, INC.:						194,764.61	194,764.61					
J. P. COOKE CO.												
956	J. P. COOKE CO.	881662	20526	<u>DOG TAGS, CLERKS OFFICE, APR '25</u>	04/28/2025	197.95	.00	01-6165 OFFICE SUPPLIES	0	4/25		
Total 881662:						197.95	.00					
Total J. P. COOKE CO.:						197.95	.00					
JOHNSON CONTROLS US HOLDING INC												
2353	JOHNSON CONTROLS US HOLDING INC	24669966		<u>ANNUAL FIRE & SECURITY MONITORING SERVICE AT META, T. FLEMING, APR '25</u>	04/10/2025	845.00	.00	28-6150 M & R - SYSTEM	0	4/25		
Total 24669966:						845.00	.00					
Total JOHNSON CONTROLS US HOLDING INC:						845.00	.00					
J-U-B ENGINEERS, INC.												
1236	J-U-B ENGINEERS, INC.	0183344		<u>PROFESSIONAL SERVICES FROM 03/01/25-03/29/25. HELEN ZAMZOW PARK DESIGN BUILD ASSIST</u>	04/22/2025	2,019.90	.00	50-6020 CAPITAL IMPROVEMENTS	0	4/25		
Total 0183344:						2,019.90	.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 J-U-B ENGINEERS, INC.:						2,019.90	.00					
KELLER ASSOCIATES, INC.												
429	KELLER ASSOCIATES, INC.	0250738		<u>PROFESSIONAL SERVICES FROM 02/23-03/31/2025 - KUNA - PATAGONIA PARK, PHASE II</u>	04/15/2025	11,539.00	.00	<u>50-6045 CONTINGENCY</u>	0	4/25		
Total 0250738:						11,539.00	.00					
429	KELLER ASSOCIATES, INC.	0250740		<u>PROFESSIONAL SERVICES FROM 02/23-03/31/2025 - KUNA - AVALON & KAY TRAFFIC SIGNAL</u>	04/15/2025	975.00	.00	<u>03-6355 TRANSPORTATION EXPENDITURES</u>	0	4/25		
Total 0250740:						975.00	.00					
429	KELLER ASSOCIATES, INC.	0250834		<u>PROFESSIONAL SERVICES FROM 02/23-03/31/2025 - KUNA - DEVELOPMENT PLAN REVIEW SUPPORT - P.I.</u>	04/15/2025	1,342.00	.00	<u>25-6202 PROFESSIONAL SERVICES</u>	0	4/25		
429	KELLER ASSOCIATES, INC.	0250834		<u>PROFESSIONAL SERVICES FROM 02/23-03/31/2025 - KUNA - DEVELOPMENT PLAN REVIEW SUPPORT - WATER</u>	04/15/2025	3,522.75	.00	<u>20-6202 PROFESSIONAL SERVICES</u>	0	4/25		
429	KELLER ASSOCIATES, INC.	0250834		<u>PROFESSIONAL SERVICES FROM 02/23-03/31/2025 - KUNA - DEVELOPMENT PLAN REVIEW SUPPORT - SEWER</u>	04/15/2025	3,522.75	.00	<u>21-6202 PROFESSIONAL SERVICES</u>	0	4/25		
Total 0250834:						8,387.50	.00					
429	KELLER ASSOCIATES, INC.	0250847		<u>PROFESSIONAL SERVICES FROM 02/23-03/31/2025 - KUNA - MASON CREEK LIFT STATION</u>	04/15/2025	43,645.00	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	0	4/25		
Total 0250847:						43,645.00	.00					
Total KELLER ASSOCIATES, INC.:						64,546.50	.00					

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 27
 May 01, 2025 08:26AM

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
KM ENGINEERING LLP												
2174	KM ENGINEERING LLP	22-219-16		<u>MASON CREEK SEWER PHASE 1, PROJECT 22-219, INVOICE CUTOFF DATE 04/05/25</u>	04/14/2025	1,203.75	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	0	4/25		
Total 22-219-16:						1,203.75	.00					
Total KM ENGINEERING LLP:						1,203.75	.00					
KUNA CHAMBER OF COMMERCE												
314	KUNA CHAMBER OF COMMERCE	2736		<u>2025 GOLF TOURNAMENT - MEMBER N. STANLEY, APR '25</u>	04/24/2025	500.00	.00	<u>01-6155 MEETINGS/COMMITTEES</u>	0	4/25		
Total 2736:						500.00	.00					
Total KUNA CHAMBER OF COMMERCE:						500.00	.00					
KUNA LUMBER												
499	KUNA LUMBER	A148643	20466	<u>"SLOW MOVING VEHICLE" DECAL AND 4 X 4'S FOR SHED AT PARKS SHOP, C. REGLI, APR '25</u>	04/08/2025	65.18	.00	<u>01-6150 M & R - SYSTEM</u>	1004	4/25		
Total A148643:						65.18	.00					
499	KUNA LUMBER	A148676	20484	<u>9 VOLT BATTERIES, J. PEREZ, APR '25</u>	04/09/2025	23.84	.00	<u>01-6150 M & R - SYSTEM</u>	1004	4/25		
Total A148676:						23.84	.00					
499	KUNA LUMBER	A148776	20510	<u>PARTS FOR THE LAGOON SHED, J. ADAMS, APR '25</u>	04/14/2025	394.37	.00	<u>21-6090 FARM EXPENDITURES</u>	0	4/25		
Total A148776:						394.37	.00					
499	KUNA LUMBER	A148795	20515	<u>2X4S FOR LAGOON SHED, J. ADAMS, APR '25</u>	04/15/2025	11.78	.00	<u>21-6090 FARM EXPENDITURES</u>	0	4/25		

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 A148795:						11.78	.00					
499	KUNA LUMBER	A148888	20554	<u>2" AND 1-1/2" GALVANIZED CAPS. M. DAVILA, APR '25</u>	04/18/2025	14.83	.00	<u>25-6150 M & R - SYSTEM (PI)</u>	0	4/25		
Total A148888:						14.83	.00					
499	KUNA LUMBER	A148949	20577	<u>SCREWS FOR CRIMSON POINT FENCE REPAIR. B. VILLANUEVA, APR '25</u>	04/21/2025	5.84	.00	<u>25-6150 M & R - SYSTEM (PI)</u>	0	4/25		
Total A148949:						5.84	.00					
499	KUNA LUMBER	A148950	20578	<u>PAIN T FOR NEW DOORS AT CITY HALL, J. ADAMS, APR '25</u>	04/21/2025	51.99	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	0	4/25		
Total A148950:						51.99	.00					
499	KUNA LUMBER	A148982	20589	<u>SPRINKLER PARTS FOR THE FARM. R. HENZE, APR '25</u>	04/22/2025	76.80	.00	<u>21-6090 FARM EXPENDITURES</u>	0	4/25		
Total A148982:						76.80	.00					
499	KUNA LUMBER	A148998	20598	<u>LACQUER THINNER FOR CITY HALL DOORS. J. ADAMS, APR '25</u>	04/23/2025	24.64	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	0	4/25		
Total A148998:						24.64	.00					
499	KUNA LUMBER	A149072	20628	<u>SPRINKLER PARTS FOR THE FARM. R. HENZE, APR '25</u>	04/25/2025	8.60	.00	<u>21-6090 FARM EXPENDITURES</u>	0	4/25		
Total A149072:						8.60	.00					
499	KUNA LUMBER	A149113	20633	<u>CARRIAGE BOLTS FOR SPRINKLERS AT THE FARM. T. FLEMING, APR '25</u>	04/28/2025	9.40	.00	<u>21-6090 FARM EXPENDITURES</u>	0	4/25		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 29
 May 01, 2025 08:26AM

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 A149113:						9.40	.00					
499	KUNA LUMBER	A149152	20649	<u>PVC PIPE AND ELBOW FOR PUMP AT META, J. BOSTON, APR '25</u>	04/29/2025	54.69	.00	28-6150 M & R - SYSTEM	0	4/25		
Total A149152:						54.69	.00					
499	KUNA LUMBER	B65369	20451	<u>COMMAND STRIPS FOR THE SENIOR CENTER, J. LORENTZ, APR '25</u>	04/07/2025	4.76	.00	01-6140 MAINT. & REPAIR BUILDING	1001	4/25		
Total B65369:						4.76	.00					
499	KUNA LUMBER	B65395	20459	<u>TRIM SCREWS FOR POLICE STATION, J. ADAMS, APR '25</u>	04/08/2025	15.64	.00	01-6140 MAINT. & REPAIR BUILDING	0	4/25		
Total B65395:						15.64	.00					
499	KUNA LUMBER	B65399	20463	<u>PAINT ROLLERS FOR POLICE STATION, S. HOWELL, APR '25</u>	04/08/2025	13.49	.00	01-6140 MAINT. & REPAIR BUILDING	0	4/25		
Total B65399:						13.49	.00					
499	KUNA LUMBER	B65444	20482	<u>CLAMPS AND PLUGS, J. PEREZ, APR '25</u>	04/09/2025	10.73	.00	01-6150 M & R - SYSTEM	1004	4/25		
Total B65444:						10.73	.00					
499	KUNA LUMBER	B65515	20500	<u>SPRAY NOZZLE FOR WASHING THE BELT PRESS AT THE PLANT, U. RAMIREZ, APR '25</u>	04/11/2025	8.09	.00	21-6150 M & R - SYSTEM	0	4/25		
Total B65515:						8.09	.00					
499	KUNA LUMBER	B65637	20523	<u>PLUG FOR WINCHESTER PARK, J. WARDEN, APR '25</u>	04/16/2025	1.61	.00	01-6150 M & R - SYSTEM	1004	4/25		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 30
 May 01, 2025 08:26AM

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 B65637:						1.61	.00					
499	KUNA LUMBER	B65683	20538	<u>SPRINKLER VALVE BOX AND DUCT TAPE FOR PATAGONIA, C. REGLI, APR '25</u>	04/17/2025	33.10	.00	01-6150 M & R - SYSTEM	1004	4/25		
Total B65683:						33.10	.00					
499	KUNA LUMBER	B65695	20544	<u>SPRINKLER PARTS FOR THE FARM, R. HENZE, APR '25</u>	04/17/2025	28.35	.00	21-6090 FARM EXPENDITURES	0	4/25		
Total B65695:						28.35	.00					
499	KUNA LUMBER	B65739	20558	<u>SPRAY PAINT FOR WEED BURNER AT THE SHOP, B. VILLANUEVA, APR '25</u>	04/18/2025	37.75	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/25		
Total B65739:						37.75	.00					
499	KUNA LUMBER	B65795	20565	<u>FITTING FOR PROPANE WEED BURNER, C. REGLI, APR '25</u>	04/21/2025	8.54	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/25		
Total B65795:						8.54	.00					
499	KUNA LUMBER	B65798	20566	<u>SPRINKLER PARTS FOR THE FARM, R. HENZE, APR '25</u>	04/21/2025	99.49	.00	21-6090 FARM EXPENDITURES	0	4/25		
Total B65798:						99.49	.00					
499	KUNA LUMBER	B65799	20568	<u>FITTING FOR WEED BURNER, C. REGLI, APR '25</u>	04/21/2025	5.66	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/25		
Total B65799:						5.66	.00					

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 4/11/2025-5/1/2025

Page: 31
May 01, 2025 08:26AM

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
499	KUNA LUMBER	B65811	20576	<u>SIDING FOR FENCE REPAIR CRIMSON POINT PARK, C. REGLI, APR '25</u>	04/21/2025	133.16	.00	<u>25-6150 M & R - SYSTEM (PI)</u>	0	4/25		
Total B65811:						133.16	.00					
499	KUNA LUMBER	B65887	20604	<u>DEGREASER FOR THE SHOP WASHING EQUIPMENT, C. REGLI, APR '25</u>	04/23/2025	29.68	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	4/25		
Total B65887:						29.68	.00					
499	KUNA LUMBER	B65908	20609	<u>CLAMPS FOR WATER HOSE ON BLUE SPRAY TRAILER, B. VILLANUEVA, APR '25</u>	04/24/2025	12.91	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	4/25		
Total B65908:						12.91	.00					
Total KUNA LUMBER:						1,184.92	.00					
KUNA MACHINE LLC												
1775	KUNA MACHINE LLC	3593A	20504	<u>CUSTOM TRASH CANS FOR MAIN STREET, C. REGLI, APR '25</u>	04/11/2025	1,500.02	.00	<u>01-6150 M & R - SYSTEM</u>	1004	4/25		
Total 3593A:						1,500.02	.00					
Total KUNA MACHINE LLC:						1,500.02	.00					
LES SCHWAB TIRES												
221	LES SCHWAB TIRES	12800729962	20545	<u>TIRES FOR PARKS TRAILER, B. VILLANUEVA, APR '25</u>	04/17/2025	100.00	.00	<u>01-6305 VEHICLE MAINTENANCE & REPAIRS</u>	1004	4/25		
Total 12800729962:						100.00	.00					
Total LES SCHWAB TIRES:						100.00	.00					

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
MATHESON TRI-GAS INC												
1871	MATHESON TRI-GAS INC	0031388801		<u>HYDRAULIC GAS CYLINDER RENTAL, APR '25</u>	04/21/2025	127.32	.00	<u>21-6150 M & R - SYSTEM</u>	0	4/25		
Total 0031388801:						127.32	.00					
Total MATHESON TRI-GAS INC:						127.32	.00					
METROQUIP, INC.												
196	METROQUIP, INC.	P31857	20562	<u>HOSE LABOR REPAIR OF 2 INCH QUICK CONNECTS FOR PLANT MEMBRANE, M. NADEAU, APR '25</u>	04/21/2025	1,678.20	.00	<u>21-6150 M & R - SYSTEM</u>	0	4/25		
Total P31857:						1,678.20	.00					
Total METROQUIP, INC.:						1,678.20	.00					
MISCELLANEOUS #3												
2270	MISCELLANEOUS #3	04182025JH		<u>JESSICA HALL, REIMBURSEMENT FOR MEALS & INCIDENTALS AT MAIN STREET 2025 CONFERENCE IN PHILADELPHIA, PA 04/05-04/10/25</u>	04/18/2025	247.07	247.07	<u>01-6270 TRAVEL EXPENSES</u>	4000	4/25	04/25/2025	
Total 04182025JH:						247.07	247.07					
Total MISCELLANEOUS #3:						247.07	247.07					
NICOLE OWENS												
2185	NICOLE OWENS	7023		<u>KUNA VOLLEYBALL CHAMPIONS SHIRTS, APR. 25</u>	04/09/2025	240.00	240.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	4/25	04/18/2025	
Total 7023:						240.00	240.00					
2185	NICOLE OWENS	7024		<u>HOMETOWN FAIR BANNERS AND YARD STAKES, APR 25</u>	04/09/2025	356.00	356.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	4/25	04/18/2025	

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 33
 May 01, 2025 08:26AM

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 7024:						356.00	356.00					
2185	NICOLE OWENS	7025	20458	<u>BANNERS AND PRINTS FOR THE PAPI ANNUAL SPRING SHOW, L TORRES, APR.'25</u>	04/09/2025	188.00	188.00	01-6135 PUBLIC ENTERTAINMENT	0	4/25	04/18/2025	
Total 7025:						188.00	188.00					
Total NICOLE OWENS:						784.00	784.00					
NORCO, INC.												
222	NORCO, INC.	0043297303		<u>WELDING SUPPLIES FOR SHOP, APR '25</u>	04/08/2025	50.83	.00	01-6150 M & R - SYSTEM	1004	4/25		
Total 0043297303:						50.83	.00					
222	NORCO, INC.	0043297461		<u>WELDING SUPPLIES, APR 25</u>	04/08/2025	3.66	.00	01-6150 M & R - SYSTEM	1004	4/25		
Total 0043297461:						3.66	.00					
Total NORCO, INC.:						54.49	.00					
PRIDE ELECTRICAL CONTRACTORS INC												
2137	PRIDE ELECTRICAL CONTRACTORS INC	1980	20525	<u>INSTALLATION OF FLOODLIGHT IN BACK OF PARKS SHOP, S. HOWELL, APR '25</u>	04/24/2025	1,300.00	.00	01-6150 M & R - SYSTEM	1004	4/25		
Total 1980:						1,300.00	.00					
Total PRIDE ELECTRICAL CONTRACTORS INC:						1,300.00	.00					
RAPID FIRE PROTECTION INC												
2327	RAPID FIRE PROTECTION INC	92673		<u>ANNUAL SERVICE INSPECTION FOR CITY HALL, APR. 25- P.I</u>	04/22/2025	42.50	.00	25-6140 MAINT. & REPAIR BUILDING	0	4/25		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 4/11/2025-5/1/2025

Page: 34
May 01, 2025 08:26AM

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
2327	RAPID FIRE PROTECTION INC	92673		<u>ANNUAL SERVICE INSPECTION FOR CITY HALL, APR. 25-SEWER</u>	04/22/2025	110.50	.00	<u>21-6140 MAINT. & REPAIR BUILDING</u>	0	4/25		
2327	RAPID FIRE PROTECTION INC	92673		<u>ANNUAL SERVICE INSPECTION FOR CITY HALL, APR. 25-ADMIN</u>	04/22/2025	161.50	.00	<u>01-6140 MAINT. & REPAIR BUILDING</u>	0	4/25		
2327	RAPID FIRE PROTECTION INC	92673		<u>ANNUAL SERVICE INSPECTION FOR CITY HALL, APR. 25-WATER</u>	04/22/2025	110.50	.00	<u>20-6140 MAINT. & REPAIR BUILDING</u>	0	4/25		
Total 92673:						425.00	.00					
Total RAPID FIRE PROTECTION INC:						425.00	.00					
SALUTE VENTURES INC												
1880	SALUTE VENTURES INC	64435828		<u>EVENT POLOS AND EVERYDAY WORK SHIRTS FOR PARKS, APR. 25</u>	04/16/2025	1,598.55	.00	<u>01-6285 UNIFORMS EXPENSE</u>	1004	4/25		
Total 64435828:						1,598.55	.00					
Total SALUTE VENTURES INC:						1,598.55	.00					
SILVER CREEK SUPPLY												
1786	SILVER CREEK SUPPLY	0020310882-0	20553	<u>FUSE DECODERS, D. ABBOTT, APR. 25</u>	04/18/2025	1,066.39	.00	<u>01-6150 M & R - SYSTEM</u>	1004	4/25		
Total 0020310882-001:						1,066.39	.00					
Total SILVER CREEK SUPPLY:						1,066.39	.00					
SIMPLOT TURF & HORTICULTURE												
491	SIMPLOT TURF & HORTICULTURE	216078313		<u>FERTILIZER FOR PARKS, APR. 25</u>	04/08/2025	5,912.90	.00	<u>01-6150 M & R - SYSTEM</u>	1004	4/25		
Total 216078313:						5,912.90	.00					

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 35
 May 01, 2025 08:26AM

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
491	SIMPLOT TURF & HORTICULTURE	216078380		FERTILIZER FOR LAGOON GRASS, APR. 25	04/10/2025	600.00	.00	21-6090 FARM EXPENDITURES	0	4/25		
Total 216078380:						600.00	.00					
Total SIMPLOT TURF & HORTICULTURE:						6,512.90	.00					
SOUTHWEST OFFICE SUPPLY INC												
2213	SOUTHWEST OFFICE SUPPLY INC	WO-195394-2	20445	CLOROX WIPES FOR CITY HALL, J. MILLER, APR '25- ADMIN	04/09/2025	19.58	.00	01-6165 OFFICE SUPPLIES	0	4/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-195394-2	20445	CLOROX WIPES FOR CITY HALL, J. MILLER, APR '25- SEWER	04/09/2025	13.40	.00	21-6165 OFFICE SUPPLIES	0	4/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-195394-2	20445	CLOROX WIPES FOR CITY HALL, J. MILLER, APR '25- WATER	04/09/2025	13.40	.00	20-6165 OFFICE SUPPLIES	0	4/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-195394-2	20445	CLOROX WIPES FOR CITY HALL, J. MILLER, APR '25- P.I	04/09/2025	5.14	.00	25-6165 OFFICE SUPPLIES	0	4/25		
Total WO-195394-2:						51.52	.00					
2213	SOUTHWEST OFFICE SUPPLY INC	WO-196439-1	20551	TISSUE, PAPER & MAILING ENVELOPES FOR CITY HALL, J. MILLER, APR '25- SEWER	04/21/2025	28.46	.00	21-6165 OFFICE SUPPLIES	0	4/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-196439-1	20551	TISSUE, PAPER & MAILING ENVELOPES FOR CITY HALL, J. MILLER, APR '25- WATER	04/21/2025	28.46	.00	20-6165 OFFICE SUPPLIES	0	4/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-196439-1	20551	TISSUE, PAPER & MAILING ENVELOPES FOR CITY HALL, J. MILLER, APR '25- P.I	04/21/2025	10.94	.00	25-6165 OFFICE SUPPLIES	0	4/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-196439-1	20551	TISSUE, PAPER & MAILING ENVELOPES FOR CITY HALL, J. MILLER, APR '25- ADMIN	04/21/2025	41.60	.00	01-6165 OFFICE SUPPLIES	0	4/25		
Total WO-196439-1:						109.46	.00					

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 4/11/2025-5/1/2025

Page: 36
May 01, 2025 08:26AM

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
2213	SOUTHWEST OFFICE SUPPLY INC	WO-196466-1	20551	<u>TOILET PAPER FOR SENIOR CENTER, J. MILLER, APR '25</u>	04/21/2025	98.08	.00	<u>01-6025 JANITORIAL</u>	1001	4/25		
Total WO-196466-1:						98.08	.00					
2213	SOUTHWEST OFFICE SUPPLY INC	WO-196900-1	20617	<u>3 BOXES OF TOILET PAPER AND 2 BOXES OF PAPER TOWELS FOR TREATMENT PLANT, J. MILLER, APR '25- WATER</u>	04/28/2025	201.00	.00	<u>20-6025 JANITORIAL</u>	0	4/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-196900-1	20617	<u>3 BOXES OF TOILET PAPER AND 2 BOXES OF PAPER TOWELS FOR TREATMENT PLANT, J. MILLER, APR '25- P.I</u>	04/28/2025	76.58	.00	<u>25-6025 JANITORIAL</u>	0	4/25		
2213	SOUTHWEST OFFICE SUPPLY INC	WO-196900-1	20617	<u>3 BOXES OF TOILET PAPER AND 2 BOXES OF PAPER TOWELS FOR TREATMENT PLANT, J. MILLER, APR '25- SEWER</u>	04/28/2025	201.00	.00	<u>21-6025 JANITORIAL</u>	0	4/25		
Total WO-196900-1:						478.58	.00					
Total SOUTHWEST OFFICE SUPPLY INC:						737.64	.00					
SPECIALTY CONSTRUCTION SUPPLY												
780	SPECIALTY CONSTRUCTION SUPPLY	0252532-IN	20519	<u>FENCE FOR WINCHESTER PARK AND CONCRETE WASHOUT STATION, S.CAHILL, APR '25</u>	04/15/2025	339.21	.00	<u>01-6150 M & R - SYSTEM</u>	1004	4/25		
Total 0252532-IN:						339.21	.00					
Total SPECIALTY CONSTRUCTION SUPPLY:						339.21	.00					
SUNROC CORPORATION												
1826	SUNROC CORPORATION	41396346	20440	<u>3/4" ROAD MIX FOR WINCHESTER PLAYGROUND, S. CAHILL</u>	04/03/2025	401.71	.00	<u>01-6150 M & R - SYSTEM</u>	1004	4/25		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 37
 May 01, 2025 08:26AM

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 41396346:						401.71	.00					
1826	SUNROC CORPORATION	41396670	20443	<u>3/4 ROAD MIX FOR WINCHESTER PARK, S. CAHILL, APR '25</u>	04/04/2025	82.23	.00	01-6150 M & R - SYSTEM	1004	4/25		
Total 41396670:						82.23	.00					
1826	SUNROC CORPORATION	41397781	20476	<u>3/4 ROADMIX FOR WINCHESTER, S. CAHILL, APR '25</u>	04/09/2025	486.86	.00	01-6150 M & R - SYSTEM	1004	4/25		
Total 41397781:						486.86	.00					
1826	SUNROC CORPORATION	41398170	20492	<u>SAND FOR SADIE CREEK DOG PARK, C. REGLI, APR. 25</u>	04/10/2025	607.38	.00	01-6150 M & R - SYSTEM	1004	4/25		
Total 41398170:						607.38	.00					
1826	SUNROC CORPORATION	41398171	20485	<u>3/4 MIX FOR WINCHESTER PARK, S. CAHILL, APR. 25</u>	04/10/2025	291.21	.00	01-6150 M & R - SYSTEM	1004	4/25		
Total 41398171:						291.21	.00					
1826	SUNROC CORPORATION	41398556	20502	<u>3/4 ROAD MIX FOR PARKS, B. VILLANUEVA, APR. 25</u>	04/11/2025	206.12	.00	01-6150 M & R - SYSTEM	1004	4/25		
Total 41398556:						206.12	.00					
Total SUNROC CORPORATION:						2,075.51	.00					
SWAN FALLS SOD FARM												
2156	SWAN FALLS SOD FARM	8547		<u>2,400 SQ FT OF SOD FOR PATAGONIA PARK, MARCH 25</u>	03/28/2025	600.00	.00	01-6150 M & R - SYSTEM	1004	4/25		
Total 8547:						600.00	.00					

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 4/11/2025-5/1/2025

Page: 38
May 01, 2025 08:26AM

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 SWAN FALLS SOD FARM:						600.00	.00					
TAYLOR CORPORATION												
1435	TAYLOR CORPORATION	252365634	20503	<u>BUSINESS CARDS FOR TROY BEHUNIN, J. MILLER, APR '25-SEWER</u>	04/16/2025	1.21	.00	21-6165 OFFICE SUPPLIES	0	4/25		
1435	TAYLOR CORPORATION	252365634	20503	<u>BUSINESS CARDS FOR TROY BEHUNIN, J. MILLER, APR '25-P.I</u>	04/16/2025	.60	.00	25-6165 OFFICE SUPPLIES	0	4/25		
1435	TAYLOR CORPORATION	252365634	20503	<u>BUSINESS CARDS FOR TROY BEHUNIN, J. MILLER, APR '25-ADMIN</u>	04/16/2025	27.25	.00	01-6165 OFFICE SUPPLIES	0	4/25		
1435	TAYLOR CORPORATION	252365634	20503	<u>BUSINESS CARDS FOR TROY BEHUNIN, J. MILLER, APR '25-WATER</u>	04/16/2025	1.21	.00	20-6165 OFFICE SUPPLIES	0	4/25		
Total 252365634:						30.27	.00					
Total TAYLOR CORPORATION:						30.27	.00					
TECHNOLOGY SOLUTIONS LLC												
1823	TECHNOLOGY SOLUTIONS LLC	5134	20409	<u>CAMERAS AND ACCESS CONTROL FOR LAGOONS, M. WEBB, APR '25</u>	04/11/2025	8,548.98	8,548.98	21-6166 CAPITAL EQUIPMENT PURCHASES	0	4/25	04/18/2025	
Total 5134:						8,548.98	8,548.98					
Total TECHNOLOGY SOLUTIONS LLC:						8,548.98	8,548.98					
THE SHERWIN-WILLIAMS COMPANY												
554	THE SHERWIN-WILLIAMS COMPANY	1040-1	20569	<u>PAINT FOR THE FARM BUILDING REHAB, T.FLEMING, APR '25</u>	04/21/2025	263.77	.00	21-6020 CAPITAL IMPROVEMENTS	0	4/25		
Total 1040-1:						263.77	.00					
554	THE SHERWIN-WILLIAMS COMPANY	1059-1	20587	<u>PAINT FOR THE FARM BUILDING REHAB, R. HENZE, APR. 25</u>	04/22/2025	100.19	.00	21-6020 CAPITAL IMPROVEMENTS	0	4/25		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 39
 May 01, 2025 08:26AM

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 1059-1:						100.19	.00					
554	THE SHERWIN-WILLIAMS COMPANY	2135-9	20593	<u>PAINT FOR FARM BUILDING REHAB. T. FLEMING, APR. 25</u>	04/23/2025	447.27	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	0	4/25		
Total 2135-9:						447.27	.00					
554	THE SHERWIN-WILLIAMS COMPANY	2163-1	20610	<u>PAINT FOR THE FARM BUILDING REHAB. S. HARMON, APR. 25</u>	04/24/2025	332.97	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	0	4/25		
Total 2163-1:						332.97	.00					
Total THE SHERWIN-WILLIAMS COMPANY:						1,144.20	.00					
TODD EICHELBERGER												
2146	TODD EICHELBERGER	04082025EM		<u>LABOR AND MATERIALS FOR BARN IMPROVEMENTS AT PLANT SHOP, T. FLEMING, APR '25</u>	04/08/2025	1,470.00	.00	<u>21-6020 CAPITAL IMPROVEMENTS</u>	0	4/25		
Total 04082025EM:						1,470.00	.00					
Total TODD EICHELBERGER:						1,470.00	.00					
TOTAL EQUIP & RENTAL OF CANYON COUNTY												
2112	TOTAL EQUIP & RENTAL OF CANYON COUNTY	P15435	20597	<u>BROOM ATTACHMENT FOR PARKS BOBCAT, J. DURHAM, APR '25</u>	04/23/2025	1,109.62	.00	<u>01-6142 MAINT. & REPAIR - EQUIPMENT</u>	1004	4/25		
Total P15435:						1,109.62	.00					
TOTAL EQUIP & RENTAL OF CANYON COUNTY:						1,109.62	.00					
TOWNSQUARE MEDIA - BOISE												
2211	TOWNSQUARE MEDIA - BOISE	5714977		<u>RADIO ADVERTISING FOR KUNA HOMETOWN FAIR, 04/21-05/04/25, APR 25</u>	04/21/2025	4,612.00	4,612.00	<u>01-6135 PUBLIC ENTERTAINMENT</u>	1004	4/25	04/25/2025	

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 4/11/2025-5/1/2025

Page: 40
May 01, 2025 08:26AM

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 5714977:						4,612.00	4,612.00					
Total TOWNSQUARE MEDIA - BOISE:						4,612.00	4,612.00					
TURF EQUIPMENT & IRRIGATION INC												
1969	TURF EQUIPMENT & IRRIGATION INC	767469-00	20464	<u>FILTER AND OIL FOR PARKS STAND ON MOWER. J. DURHAM. APR. 25</u>	04/08/2025	176.20	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/25		
Total 767469-00:						176.20	.00					
1969	TURF EQUIPMENT & IRRIGATION INC	767482-00	20491	<u>GALLON OF OIL FOR FLEET SHOP MOWER. J. DURHAM. APR. 25- WATER</u>	04/10/2025	11.60	.00	20-6142 MAINT. & REPAIR - EQUIPMENT	0	4/25		
1969	TURF EQUIPMENT & IRRIGATION INC	767482-00	20491	<u>GALLON OF OIL FOR FLEET SHOP MOWER. J. DURHAM. APR. 25- SEWER</u>	04/10/2025	11.60	.00	21-6142 MAINT. & REPAIR - EQUIPMENT	0	4/25		
1969	TURF EQUIPMENT & IRRIGATION INC	767482-00	20491	<u>GALLON OF OIL FOR FLEET SHOP MOWER. J. DURHAM. APR. 25- ADMIN</u>	04/10/2025	29.00	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	4/25		
1969	TURF EQUIPMENT & IRRIGATION INC	767482-00	20491	<u>GALLON OF OIL FOR FLEET SHOP MOWER. J. DURHAM. APR. 25- P.I</u>	04/10/2025	5.79	.00	25-6142 MAINT. & REPAIR - EQUIPMENT	0	4/25		
Total 767482-00:						57.99	.00					
1969	TURF EQUIPMENT & IRRIGATION INC	767537-00	20596	<u>BLADES FOR PARKS MOWER. A. BILLINGS. APR 25</u>	04/23/2025	63.00	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	4/25		
Total 767537-00:						63.00	.00					
Total TURF EQUIPMENT & IRRIGATION INC:						297.19	.00					
UNITED SITE SERVICES OF NEVADA INC												
2124	UNITED SITE SERVICES OF NEVADA INC	INV-5268728		<u>ADA PORTABLE RESTROOM RENTAL. WEEKLY SERVICE. 03/24-04/20/25- THE FARM PARK</u>	04/20/2025	111.00	.00	01-6212 RENT - EQUIPMENT	1004	4/25		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 42
 May 01, 2025 08:26AM

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>SHORTLINE</u>	04/26/2025	103.13	.00	01-6212_RENT - EQUIPMENT	1004	4/25		
Total INV-5282689:						103.13	.00					
2124	UNITED SITE SERVICES OF NEVADA INC	INV-5282864		<u>ADA PORTABLE RESTROOM RENTAL, WEEKLY SERVICE 03/30-04/26/25 - SADIE CREEK PARK</u>	04/26/2025	111.00	.00	01-6212_RENT - EQUIPMENT	1004	4/25		
Total INV-5282864:						111.00	.00					
Total UNITED SITE SERVICES OF NEVADA INC:						838.13	.00					
UNIVAR SOLUTIONS USA, INC.												
1410	UNIVAR SOLUTIONS USA, INC.	52911764	20352	<u>CITRIC ACID TOTES, M.NADEAU, MAR.'25</u>	04/04/2025	14,686.64	.00	21-6151 M & R - PROCESS CHEMICALS	0	4/25		
Total 52911764:						14,686.64	.00					
1410	UNIVAR SOLUTIONS USA, INC.	52917599	20351	<u>ALUM TANKER, M.NADEAU, MAR.'25</u>	04/01/2025	12,739.66	.00	21-6151 M & R - PROCESS CHEMICALS	0	4/25		
Total 52917599:						12,739.66	.00					
1410	UNIVAR SOLUTIONS USA, INC.	97839511		<u>ONE EACH CONTAINER DEPOSIT, APR. 25</u>	04/03/2025	-700.00	.00	21-6097_DEPOSITS ON ACCOUNT	0	4/25		
Total 97839511:						-700.00	.00					
Total UNIVAR SOLUTIONS USA, INC.:						26,726.30	.00					
UTILITY REFUND #18												
2325	UTILITY REFUND #18	110498.02		<u>GABRIEL PEREZ, 695 N SHADY GROVE WAY UTILITY REFUND - TRASH</u>	04/29/2025	66.44	.00	26-4975 SOLID WASTE USER FEES	0	4/25		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 43
 May 01, 2025 08:26AM

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
2325	UTILITY REFUND #18	110498.02		<u>GABRIEL PEREZ, 695 N SHADY GROVE WAY UTILITY REFUND - WATER</u>	04/29/2025	27.86	.00	20-4500 METERED WATER SALES	0	4/25		
Total 110498.02:						94.30	.00					
2325	UTILITY REFUND #18	111835.04		<u>KAESI LYN NIELSON, 520 N MELDGOLD AVE UTILITY REFUND - TRASH</u>	04/22/2025	42.65	.00	26-4975 SOLID WASTE USER FEES	0	4/25		
2325	UTILITY REFUND #18	111835.04		<u>KAESI LYN NIELSON, 520 N MELDGOLD AVE UTILITY REFUND - SEWER</u>	04/22/2025	70.36	.00	21-4600 SEWER USER FEES	0	4/25		
2325	UTILITY REFUND #18	111835.04		<u>KAESI LYN NIELSON, 520 N MELDGOLD AVE UTILITY REFUND - WATER</u>	04/22/2025	34.85	.00	20-4500 METERED WATER SALES	0	4/25		
Total 111835.04:						147.86	.00					
2325	UTILITY REFUND #18	123009.00		<u>CBH, 1533 N GREEN EMERALD WAY UTILITY REFUND - SEWER</u>	04/02/2025	46.77	.00	21-4600 SEWER USER FEES	0	4/25		
2325	UTILITY REFUND #18	123009.00		<u>CBH, 1533 N GREEN EMERALD WAY UTILITY REFUND - WATER</u>	04/02/2025	107.56	.00	20-4500 METERED WATER SALES	0	4/25		
Total 123009.00:						154.33	.00					
2325	UTILITY REFUND #18	123013.00		<u>CBH, 2474 W OPALITE DR UTILITY REFUND - SEWER</u>	03/27/2025	100.04	.00	21-4600 SEWER USER FEES	0	4/25		
2325	UTILITY REFUND #18	123013.00		<u>CBH, 2474 W OPALITE DR UTILITY REFUND - WATER</u>	03/27/2025	70.04	.00	20-4500 METERED WATER SALES	0	4/25		
Total 123013.00:						170.08	.00					
2325	UTILITY REFUND #18	123020.00		<u>CBH, 2360 W OPALITE DR UTILITY REFUND - WATER</u>	04/17/2025	42.25	.00	20-4500 METERED WATER SALES	0	4/25		
2325	UTILITY REFUND #18	123020.00		<u>CBH, 2360 W OPALITE DR UTILITY REFUND - SEWER</u>	04/17/2025	46.36	.00	21-4600 SEWER USER FEES	0	4/25		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 44
 May 01, 2025 08:26AM

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 123020.00:						88.61	.00					
2325	UTILITY REFUND #18	150810.04		<u>BRAD WELLS, 550 W TERN DR</u> <u>UTILITY REFUND - TRASH</u>	04/22/2025	27.24	.00	<u>26-4975 SOLID</u> <u>WASTE USER</u> <u>FEES</u>	0	4/25		
2325	UTILITY REFUND #18	150810.04		<u>BRAD WELLS, 550 W TERN DR</u> <u>UTILITY REFUND - WATER</u>	04/22/2025	27.60	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	150810.04		<u>BRAD WELLS, 550 W TERN DR</u> <u>UTILITY REFUND - SEWER</u>	04/22/2025	61.47	.00	<u>21-4600 SEWER</u> <u>USER FEES</u>	0	4/25		
Total 150810.04:						116.31	.00					
2325	UTILITY REFUND #18	170910.06		<u>HANNAH RAYON, 684 S</u> <u>STIBNITE AVE UTILITY REFUND</u> <u>- SEWER</u>	04/17/2025	60.58	.00	<u>21-4600 SEWER</u> <u>USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	170910.06		<u>HANNAH RAYON, 684 S</u> <u>STIBNITE AVE UTILITY REFUND</u> <u>- TRASH</u>	04/17/2025	32.08	.00	<u>26-4975 SOLID</u> <u>WASTE USER</u> <u>FEES</u>	0	4/25		
2325	UTILITY REFUND #18	170910.06		<u>HANNAH RAYON, 684 S</u> <u>STIBNITE AVE UTILITY REFUND</u> <u>- WATER</u>	04/17/2025	34.69	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	4/25		
Total 170910.06:						127.35	.00					
2325	UTILITY REFUND #18	171204.00		<u>CBH, 2161 W CASCARA ST</u> <u>UTILITY REFUND - WATER</u>	04/04/2025	110.91	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	171204.00		<u>CBH, 2161 W CASCARA ST</u> <u>UTILITY REFUND - SEWER</u>	04/04/2025	49.26	.00	<u>21-4600 SEWER</u> <u>USER FEES</u>	0	4/25		
Total 171204.00:						160.17	.00					
2325	UTILITY REFUND #18	171205.00		<u>CBH, 2177 W CASCARA ST</u> <u>UTILITY REFUND - SEWER</u>	04/08/2025	51.60	.00	<u>21-4600 SEWER</u> <u>USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	171205.00		<u>CBH, 2177 W CASCARA ST</u> <u>UTILITY REFUND - WATER</u>	04/08/2025	112.51	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	4/25		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 45
 May 01, 2025 08:26AM

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 171205.00:						164.11	.00					
2325	UTILITY REFUND #18	201780.02		<u>MICHAEL & BONNIE KING LIVING TRUST, 322 E JAMESTOWNE CT UTILITY REFUND - WATER</u>	04/15/2025	27.96	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	201780.02		<u>MICHAEL & BONNIE KING LIVING TRUST, 322 E JAMESTOWNE CT UTILITY REFUND - SEWER</u>	04/15/2025	50.94	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	201780.02		<u>MICHAEL & BONNIE KING LIVING TRUST, 322 E JAMESTOWNE CT UTILITY REFUND - TRASH</u>	04/15/2025	17.00	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/25		
Total 201780.02:						95.90	.00					
2325	UTILITY REFUND #18	21020.02		<u>LC5 LLC, 355 S SWAN FALLS RD UTILITY REFUND - WATER</u>	04/29/2025	101.08	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	21020.02		<u>LC5 LLC, 355 S SWAN FALLS RD UTILITY REFUND - TRASH</u>	04/29/2025	187.40	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/25		
Total 21020.02:						288.48	.00					
2325	UTILITY REFUND #18	210500.03		<u>CHELSEA A DRESSELL-FULFER, 492 E BLACK HAWK CT UTILITY REFUND - SEWER</u>	04/22/2025	47.54	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	210500.03		<u>CHELSEA A DRESSELL-FULFER, 492 E BLACK HAWK CT UTILITY REFUND - WATER</u>	04/22/2025	25.31	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	210500.03		<u>CHELSEA A DRESSELL-FULFER, 492 E BLACK HAWK CT UTILITY REFUND - TRASH</u>	04/22/2025	30.31	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/25		
Total 210500.03:						103.16	.00					

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 46
 May 01, 2025 08:26AM

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
2325	UTILITY REFUND #18	221475.04		<u>DEJA ORYAN, 932 S RUMNEY AVE UTILITY REFUND - TRASH</u>	04/29/2025	36.52	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	221475.04		<u>DEJA ORYAN, 932 S RUMNEY AVE UTILITY REFUND - WATER</u>	04/29/2025	45.32	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	221475.04		<u>DEJA ORYAN, 932 S RUMNEY AVE UTILITY REFUND - SEWER</u>	04/29/2025	58.12	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
Total 221475.04:						139.96	.00					
2325	UTILITY REFUND #18	242516.00		<u>NINETY DEGREE CONSTRUCTION LLC, 2132 E WYTHE CREEK ST UTILITY REFUND - WATER</u>	03/27/2025	11.95	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	242516.00		<u>NINETY DEGREE CONSTRUCTION LLC, 2132 E WYTHE CREEK ST UTILITY REFUND - SEWER</u>	03/27/2025	9.91	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
Total 242516.00:						21.86	.00					
2325	UTILITY REFUND #18	242534.00		<u>TH CONSTRUCTION LLC, 136 S RYDE AVE UTILITY REFUND - WATER</u>	04/15/2025	42.61	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	242534.00		<u>TH CONSTRUCTION LLC, 136 S RYDE AVE UTILITY REFUND - SEWER</u>	04/15/2025	39.28	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
Total 242534.00:						81.89	.00					
2325	UTILITY REFUND #18	250690.04		<u>HUD-WESTERN OPERATION CENTER, 911 S JAKE AVE UTILITY REFUND - TRASH</u>	04/15/2025	12.66	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	250690.04		<u>HUD-WESTERN OPERATION CENTER, 911 S JAKE AVE UTILITY REFUND - WATER</u>	04/15/2025	1.06	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 4/11/2025-5/1/2025

Page: 47
May 01, 2025 08:26AM

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 250690.04:						13.72	.00					
2325	UTILITY REFUND #18	256245.00		<u>HUBBLE HOMES LLC, 233 W WILLOW DALE DR UTILITY REFUND - WATER</u>	04/18/2025	48.42	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	256245.00		<u>HUBBLE HOMES LLC, 233 W WILLOW DALE DR UTILITY REFUND - SEWER</u>	04/18/2025	39.96	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
Total 256245.00:						88.38	.00					
2325	UTILITY REFUND #18	268224.00		<u>CBH, 2674 N ARROYO VISTA WAY UTILITY REFUND - SEWER</u>	04/04/2025	1.95	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	268224.00		<u>CBH, 2674 N ARROYO VISTA WAY UTILITY REFUND - WATER</u>	04/04/2025	79.08	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
Total 268224.00:						81.03	.00					
2325	UTILITY REFUND #18	268225.00		<u>CBH, 2656 N ARROYO VISTA WAY UTILITY REFUND - SEWER</u>	03/27/2025	48.47	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	268225.00		<u>CBH, 2656 N ARROYO VISTA WAY UTILITY REFUND - WATER</u>	03/27/2025	44.42	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
Total 268225.00:						92.89	.00					
2325	UTILITY REFUND #18	268236.00		<u>CBH, 2458 N ARROYO VISTA WAY UTILITY REFUND - WATER</u>	04/04/2025	102.12	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	268236.00		<u>CBH, 2458 N ARROYO VISTA WAY UTILITY REFUND - SEWER</u>	04/04/2025	36.38	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
Total 268236.00:						138.50	.00					
2325	UTILITY REFUND #18	268254.00		<u>CBH, 2601 N ARROYO VISTA WAY UTILITY REFUND - SEWER</u>	04/17/2025	38.65	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 48
 May 01, 2025 08:26AM

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
2325	UTILITY REFUND #18	268254.00		<u>CBH, 2601 N ARROYO VISTA WAY UTILITY REFUND - WATER</u>	04/17/2025	33.91	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
Total 268254.00:						72.56	.00					
2325	UTILITY REFUND #18	268255.00		<u>CBH, 2631 N ARROYO VISTA WAY UTILITY REFUND - WATER</u>	04/15/2025	66.83	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	268255.00		<u>CBH, 2631 N ARROYO VISTA WAY UTILITY REFUND - SEWER</u>	04/15/2025	86.96	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
Total 268255.00:						153.79	.00					
2325	UTILITY REFUND #18	268408.01		<u>MALACHI MITCHELL TOLMAN, 1521 N THISTLE DR UTILITY REFUND - TRASH</u>	04/29/2025	39.03	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	268408.01		<u>MALACHI MITCHELL TOLMAN, 1521 N THISTLE DR UTILITY REFUND - WATER</u>	04/29/2025	50.00	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	268408.01		<u>MALACHI MITCHELL TOLMAN, 1521 N THISTLE DR UTILITY REFUND - SEWER</u>	04/29/2025	56.78	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
Total 268408.01:						145.81	.00					
2325	UTILITY REFUND #18	277608.01		<u>JOHNATHAN R WAKSMONSKI, 708 W WOLF WILLOW ST UTILITY REFUND - WATER</u>	04/29/2025	48.50	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	277608.01		<u>JOHNATHAN R WAKSMONSKI, 708 W WOLF WILLOW ST UTILITY REFUND - SEWER</u>	04/29/2025	62.38	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	277608.01		<u>JOHNATHAN R WAKSMONSKI, 708 W WOLF WILLOW ST UTILITY REFUND - TRASH</u>	04/29/2025	46.81	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/25		
Total 277608.01:						157.69	.00					

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 49
 May 01, 2025 08:26AM

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
2325	UTILITY REFUND #18	277737.01		<u>WILLIAM GAGNON, 759 W TANZANITE DR UTILITY REFUND - SEWER</u>	04/22/2025	47.36	.00	21-4600 SEWER USER FEES	0	4/25		
2325	UTILITY REFUND #18	277737.01		<u>WILLIAM GAGNON, 759 W TANZANITE DR UTILITY REFUND - WATER</u>	04/22/2025	32.55	.00	20-4500 METERED WATER SALES	0	4/25		
2325	UTILITY REFUND #18	277737.01		<u>WILLIAM GAGNON, 759 W TANZANITE DR UTILITY REFUND - TRASH</u>	04/22/2025	32.47	.00	26-4975 SOLID WASTE USER FEES	0	4/25		
Total 277737.01:						112.38	.00					
2325	UTILITY REFUND #18	277757.00		<u>CBH, 688 W SCREECH OWL DR UTILITY REFUND - WATER</u>	03/27/2025	38.32	.00	20-4500 METERED WATER SALES	0	4/25		
2325	UTILITY REFUND #18	277757.00		<u>CBH, 688 W SCREECH OWL DR UTILITY REFUND - SEWER</u>	03/27/2025	58.74	.00	21-4600 SEWER USER FEES	0	4/25		
Total 277757.00:						97.06	.00					
2325	UTILITY REFUND #18	277776.00		<u>CBH, 2195 N KENNETH AVE UTILITY REFUND - SEWER</u>	04/11/2025	5.54	.00	21-4600 SEWER USER FEES	0	4/25		
2325	UTILITY REFUND #18	277776.00		<u>CBH, 2195 N KENNETH AVE UTILITY REFUND - WATER</u>	04/11/2025	82.85	.00	20-4500 METERED WATER SALES	0	4/25		
Total 277776.00:						88.39	.00					
2325	UTILITY REFUND #18	280045.03		<u>BRADLEY JAMES BOHNING, 1876 N AZURITE DR UTILITY REFUND - SEWER</u>	04/18/2025	8.31	.00	21-4600 SEWER USER FEES	0	4/25		
2325	UTILITY REFUND #18	280045.03		<u>BRADLEY JAMES BOHNING, 1876 N AZURITE DR UTILITY REFUND - WATER</u>	04/18/2025	4.61	.00	20-4500 METERED WATER SALES	0	4/25		
2325	UTILITY REFUND #18	280045.03		<u>BRADLEY JAMES BOHNING, 1876 N AZURITE DR UTILITY REFUND - TRASH</u>	04/18/2025	6.58	.00	26-4975 SOLID WASTE USER FEES	0	4/25		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 50
 May 01, 2025 08:26AM

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 280045.03:						19.50	.00					
2325	UTILITY REFUND #18	280575.02		<u>DENNIS E PECK, 1199 W TANZANITE DR UTILITY REFUND - TRASH</u>	04/11/2025	37.22	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	280575.02		<u>DENNIS E PECK, 1199 W TANZANITE DR UTILITY REFUND - WATER</u>	04/11/2025	29.42	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	280575.02		<u>DENNIS E PECK, 1199 W TANZANITE DR UTILITY REFUND - SEWER</u>	04/11/2025	55.08	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
Total 280575.02:						121.72	.00					
2325	UTILITY REFUND #18	292023.01		<u>KAITLYN GAILENE KERKMAN, 8783 S BARATHEON AVE UTILITY REFUND - WATER</u>	04/11/2025	24.55	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	292023.01		<u>KAITLYN GAILENE KERKMAN, 8783 S BARATHEON AVE UTILITY REFUND - SEWER</u>	04/11/2025	54.65	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	292023.01		<u>KAITLYN GAILENE KERKMAN, 8783 S BARATHEON AVE UTILITY REFUND - TRASH</u>	04/11/2025	37.35	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/25		
Total 292023.01:						116.55	.00					
2325	UTILITY REFUND #18	292226.00		<u>CBH, 8511 S IDITAROD AVE UTILITY REFUND - WATER</u>	03/27/2025	41.08	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	292226.00		<u>CBH, 8511 S IDITAROD AVE UTILITY REFUND - SEWER</u>	03/27/2025	51.83	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
Total 292226.00:						92.91	.00					
2325	UTILITY REFUND #18	292232.00		<u>CBH, 2132 W GIANTSBBANE ST UTILITY REFUND - SEWER</u>	03/27/2025	51.01	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 51
 May 01, 2025 08:26AM

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
2325	UTILITY REFUND #18	292232.00		<u>CBH, 2132 W GIANTSBAKE ST</u> <u>UTILITY REFUND - WATER</u>	03/27/2025	41.90	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	4/25		
Total 292232.00:						92.91	.00					
2325	UTILITY REFUND #18	292235.00		<u>CBH, 2141 W DECLAN ST</u> <u>UTILITY REFUND - SEWER</u>	04/02/2025	40.21	.00	<u>21-4600 SEWER</u> <u>USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	292235.00		<u>CBH, 2141 W DECLAN ST</u> <u>UTILITY REFUND - WATER</u>	04/02/2025	108.14	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	4/25		
Total 292235.00:						148.35	.00					
2325	UTILITY REFUND #18	292239.00		<u>CBH, 2216 W HODOR ST</u> <u>UTILITY REFUND - WATER</u>	04/17/2025	38.02	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	292239.00		<u>CBH, 2216 W HODOR ST</u> <u>UTILITY REFUND - SEWER</u>	04/17/2025	44.25	.00	<u>21-4600 SEWER</u> <u>USER FEES</u>	0	4/25		
Total 292239.00:						82.27	.00					
2325	UTILITY REFUND #18	292253.00		<u>CBH, 2408 W MINERVA ST</u> <u>UTILITY REFUND - WATER</u>	04/07/2025	116.67	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	292253.00		<u>CBH, 2408 W MINERVA ST</u> <u>UTILITY REFUND - SEWER</u>	04/07/2025	43.42	.00	<u>21-4600 SEWER</u> <u>USER FEES</u>	0	4/25		
Total 292253.00:						160.09	.00					
2325	UTILITY REFUND #18	292258.00		<u>CBH, 8621 S TYRION WAY</u> <u>UTILITY REFUND - SEWER</u>	04/15/2025	93.06	.00	<u>21-4600 SEWER</u> <u>USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	292258.00		<u>CBH, 8621 S TYRION WAY</u> <u>UTILITY REFUND - WATER</u>	04/15/2025	80.01	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	4/25		
Total 292258.00:						173.07	.00					
2325	UTILITY REFUND #18	292259.00		<u>CBH, 8595 S TYRION WAY</u> <u>UTILITY REFUND - WATER</u>	04/15/2025	35.57	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	4/25		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 4/11/2025-5/1/2025

Page: 52

May 01, 2025 08:26AM

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
2325	UTILITY REFUND #18	292259.00		<u>CBH, 8595 S TYRION WAY UTILITY REFUND - SEWER</u>	04/15/2025	45.53	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
Total 292259.00:						81.10	.00					
2325	UTILITY REFUND #18	293066.01		<u>KC WHEELER, 6679 S ALLEGIANCE AVE UTILITY REFUND - WATER</u>	04/14/2025	52.41	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	293066.01		<u>KC WHEELER, 6679 S ALLEGIANCE AVE UTILITY REFUND - SEWER</u>	04/14/2025	98.80	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	293066.01		<u>KC WHEELER, 6679 S ALLEGIANCE AVE UTILITY REFUND - TRASH</u>	04/14/2025	67.75	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/25		
Total 293066.01:						218.96	.00					
2325	UTILITY REFUND #18	301026.04		<u>AH4R PROPERTIES TWO LLC, 1230 E WHITBECK DR UTILITY REFUND - SEWER</u>	04/15/2025	53.98	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	301026.04		<u>AH4R PROPERTIES TWO LLC, 1230 E WHITBECK DR UTILITY REFUND - WATER</u>	04/15/2025	37.41	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	301026.04		<u>AH4R PROPERTIES TWO LLC, 1230 E WHITBECK DR UTILITY REFUND - TRASH</u>	04/15/2025	35.45	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/25		
Total 301026.04:						126.84	.00					
2325	UTILITY REFUND #18	302135.02		<u>JERALD E WILSON, 1078 E ANDES DR UTILITY REFUND - TRASH</u>	04/18/2025	34.71	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	302135.02		<u>JERALD E WILSON, 1078 E ANDES DR UTILITY REFUND - SEWER</u>	04/18/2025	50.58	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	302135.02		<u>JERALD E WILSON, 1078 E ANDES DR UTILITY REFUND - WATER</u>	04/18/2025	27.01	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 53
 May 01, 2025 08:26AM

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 302135.02:						112.30	.00					
2325	UTILITY REFUND #18	303383.01		<u>CHARLES BONSON</u> <u>WUNDERLICH, 724 E CELTIC</u> <u>DR UTILITY REFUND - WATER</u>	04/10/2025	142.73	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	303383.01		<u>CHARLES BONSON</u> <u>WUNDERLICH, 724 E CELTIC</u> <u>DR UTILITY REFUND - SEWER</u>	04/10/2025	54.33	.00	<u>21-4600 SEWER</u> <u>USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	303383.01		<u>CHARLES BONSON</u> <u>WUNDERLICH, 724 E CELTIC</u> <u>DR UTILITY REFUND - TRASH</u>	04/10/2025	37.60	.00	<u>26-4975 SOLID</u> <u>WASTE USER</u> <u>FEES</u>	0	4/25		
Total 303383.01:						234.66	.00					
2325	UTILITY REFUND #18	30340.03		<u>ANDREW C OTTO, 171 N</u> <u>CEDAR AVE UTILITY REFUND -</u> <u>WATER</u>	04/11/2025	5.16	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	30340.03		<u>ANDREW C OTTO, 171 N</u> <u>CEDAR AVE UTILITY REFUND -</u> <u>TRASH</u>	04/11/2025	4.90	.00	<u>26-4975 SOLID</u> <u>WASTE USER</u> <u>FEES</u>	0	4/25		
2325	UTILITY REFUND #18	30340.03		<u>ANDREW C OTTO, 171 N</u> <u>CEDAR AVE UTILITY REFUND -</u> <u>SEWER</u>	04/11/2025	6.32	.00	<u>21-4600 SEWER</u> <u>USER FEES</u>	0	4/25		
Total 30340.03:						16.38	.00					
2325	UTILITY REFUND #18	303633.01		<u>ANTHONY GIANNELL, 697 E</u> <u>TAPER ST UTILITY REFUND -</u> <u>TRASH</u>	04/29/2025	41.27	.00	<u>26-4975 SOLID</u> <u>WASTE USER</u> <u>FEES</u>	0	4/25		
2325	UTILITY REFUND #18	303633.01		<u>ANTHONY GIANNELL, 697 E</u> <u>TAPER ST UTILITY REFUND -</u> <u>WATER</u>	04/29/2025	43.40	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	303633.01		<u>ANTHONY GIANNELL, 697 E</u> <u>TAPER ST UTILITY REFUND -</u> <u>SEWER</u>	04/29/2025	56.46	.00	<u>21-4600 SEWER</u> <u>USER FEES</u>	0	4/25		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 54
 May 01, 2025 08:26AM

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 303633.01:						141.13	.00					
2325	UTILITY REFUND #18	303691.01		<u>CHRISTOPH KETTERMANN, 669 E WARRIOR BASIN ST UTILITY REFUND - WATER</u>	04/22/2025	8.74	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	303691.01		<u>CHRISTOPH KETTERMANN, 669 E WARRIOR BASIN ST UTILITY REFUND - TRASH</u>	04/22/2025	10.34	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	303691.01		<u>CHRISTOPH KETTERMANN, 669 E WARRIOR BASIN ST UTILITY REFUND - SEWER</u>	04/22/2025	15.61	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
Total 303691.01:						34.69	.00					
2325	UTILITY REFUND #18	304549.01		<u>ABI N TIMSINA, 3107 N MOONSHADOW AVE UTILITY REFUND - WATER</u>	04/17/2025	29.78	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	304549.01		<u>ABI N TIMSINA, 3107 N MOONSHADOW AVE UTILITY REFUND - TRASH</u>	04/17/2025	46.10	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	304549.01		<u>ABI N TIMSINA, 3107 N MOONSHADOW AVE UTILITY REFUND - SEWER</u>	04/17/2025	61.53	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
Total 304549.01:						137.41	.00					
2325	UTILITY REFUND #18	304717.00		<u>CBH, 2715 E VALLEY WIND ST UTILITY REFUND - SEWER</u>	04/15/2025	88.69	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	304717.00		<u>CBH, 2715 E VALLEY WIND ST UTILITY REFUND - WATER</u>	04/15/2025	69.69	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
Total 304717.00:						158.38	.00					
2325	UTILITY REFUND #18	304718.00		<u>CBH, 2791 N EAGLE MEADOW AVE UTILITY REFUND - WATER</u>	04/03/2025	75.12	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 55
 May 01, 2025 08:26AM

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 304718.00:						75.12	.00					
2325	UTILITY REFUND #18	310111.02		<u>SARA A MORGAN, 1462 W SELDOVIA ST UTILITY REFUND - WATER</u>	04/29/2025	33.14	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	310111.02		<u>SARA A MORGAN, 1462 W SELDOVIA ST UTILITY REFUND - SEWER</u>	04/29/2025	64.08	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	310111.02		<u>SARA A MORGAN, 1462 W SELDOVIA ST UTILITY REFUND - TRASH</u>	04/29/2025	40.69	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/25		
Total 310111.02:						137.91	.00					
2325	UTILITY REFUND #18	310222.02		<u>DENIS BUKHANTSOV, 9497 S UPDALE AVE UTILITY REFUND - SEWER</u>	04/15/2025	69.55	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	310222.02		<u>DENIS BUKHANTSOV, 9497 S UPDALE AVE UTILITY REFUND - TRASH</u>	04/15/2025	43.75	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	310222.02		<u>DENIS BUKHANTSOV, 9497 S UPDALE AVE UTILITY REFUND - WATER</u>	04/15/2025	25.19	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
Total 310222.02:						138.49	.00					
2325	UTILITY REFUND #18	310510.00		<u>TOLL BROS INC, 1501 W SWITCHGRASS CT UTILITY REFUND - WATER</u>	04/15/2025	28.11	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	310510.00		<u>TOLL BROS INC, 1501 W SWITCHGRASS CT UTILITY REFUND - SEWER</u>	04/15/2025	40.39	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
Total 310510.00:						68.50	.00					
2325	UTILITY REFUND #18	310522.00		<u>TOLL BROS INC, 8763 S WATERCLOVER WAY UTILITY REFUND - SEWER</u>	04/15/2025	25.69	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 56
 May 01, 2025 08:26AM

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
2325	UTILITY REFUND #18	310522.00		<u>TOLL BROS INC, 8763 S WATERCLOVER WAY UTILITY REFUND - WATER</u>	04/15/2025	38.73	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
Total 310522.00:						64.42	.00					
2325	UTILITY REFUND #18	310535.00		<u>TOLL BROS INC, 8850 S WATERCLOVER WAY UTILITY REFUND - WATER</u>	04/02/2025	59.24	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
Total 310535.00:						59.24	.00					
2325	UTILITY REFUND #18	310544.00		<u>TOLL BROS INC, 8736 S WHITE CLAY WAY UTILITY REFUND - WATER</u>	04/07/2025	63.82	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	310544.00		<u>TOLL BROS INC, 8736 S WHITE CLAY WAY UTILITY REFUND - SEWER</u>	04/07/2025	5.26	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
Total 310544.00:						69.08	.00					
2325	UTILITY REFUND #18	310545.00		<u>TOLL BROS INC, 8714 S WHITE CLAY WAY UTILITY REFUND - SEWER</u>	04/08/2025	5.17	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	310545.00		<u>TOLL BROS INC, 8714 S WHITE CLAY WAY UTILITY REFUND - WATER</u>	04/08/2025	63.78	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
Total 310545.00:						68.95	.00					
2325	UTILITY REFUND #18	311033.00		<u>TOLL BROS INC, 8416 S UPDALE AVE UTILITY REFUND - WATER</u>	04/11/2025	62.52	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	311033.00		<u>TOLL BROS INC, 8416 S UPDALE AVE UTILITY REFUND - SEWER</u>	04/11/2025	2.49	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		

City of Kuna

Payment Approval Report - City Council Approval

Report dates: 4/11/2025-5/1/2025

Page: 57

May 01, 2025 08:26AM

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 311033.00:						65.01	.00					
2325	UTILITY REFUND #18	311068.00		<u>TOLL BROS INC. 8155 S COOPER FLATS AVE UTILITY REFUND - WATER</u>	04/15/2025	27.49	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	311068.00		<u>TOLL BROS INC. 8155 S COOPER FLATS AVE UTILITY REFUND - SEWER</u>	04/15/2025	39.11	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
Total 311068.00:						66.60	.00					
2325	UTILITY REFUND #18	311101.00		<u>TOLL BROS INC. 1363 W DOVEFIELD ST UTILITY REFUND - WATER</u>	04/08/2025	62.98	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	311101.00		<u>TOLL BROS INC. 1363 W DOVEFIELD ST UTILITY REFUND - SEWER</u>	04/08/2025	6.54	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
Total 311101.00:						69.52	.00					
2325	UTILITY REFUND #18	311103.00		<u>TOLL BROS INC. 1387 W DOVEFIELD ST UTILITY REFUND - WATER</u>	04/11/2025	64.91	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	311103.00		<u>TOLL BROS INC. 1387 W DOVEFIELD ST UTILITY REFUND - SEWER</u>	04/11/2025	6.72	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
Total 311103.00:						71.63	.00					
2325	UTILITY REFUND #18	311219.00		<u>TOLL BROS INC. 8636 S WINGSPREAD WAY UTILITY REFUND - SEWER</u>	04/15/2025	46.17	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	311219.00		<u>TOLL BROS INC. 8636 S WINGSPREAD WAY UTILITY REFUND - WATER</u>	04/15/2025	22.26	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 58
 May 01, 2025 08:26AM

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 311219.00:						68.43	.00					
2325	UTILITY REFUND #18	320405.00		<u>HAYDEN HOMES, 1112 N ROCKDALE WAY UTILITY REFUND - SEWER</u>	04/03/2025	35.19	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	320405.00		<u>HAYDEN HOMES, 1112 N ROCKDALE WAY UTILITY REFUND - WATER</u>	04/03/2025	113.25	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
Total 320405.00:						148.44	.00					
2325	UTILITY REFUND #18	320414.00		<u>HAYDEN HOMES, 1033 N ROCKDALE WAY UTILITY REFUND - WATER</u>	03/18/2025	43.65	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	320414.00		<u>HAYDEN HOMES, 1033 N ROCKDALE WAY UTILITY REFUND - SEWER</u>	03/18/2025	33.41	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
Total 320414.00:						77.06	.00					
2325	UTILITY REFUND #18	320417.00		<u>HAYDEN HOMES, 1083 N ROCKDALE WAY UTILITY REFUND - WATER</u>	04/10/2025	77.32	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	320417.00		<u>HAYDEN HOMES, 1083 N ROCKDALE WAY UTILITY REFUND - SEWER</u>	04/10/2025	56.16	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
Total 320417.00:						133.48	.00					
2325	UTILITY REFUND #18	320418.00		<u>HAYDEN HOMES, 1091 N ROCKDALE WAY UTILITY REFUND - WATER</u>	04/10/2025	77.32	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	320418.00		<u>HAYDEN HOMES, 1091 N ROCKDALE WAY UTILITY REFUND - SEWER</u>	04/10/2025	56.16	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		

City of Kuna

Payment Approval Report - City Council Approval

Page: 59

Report dates: 4/11/2025-5/1/2025

May 01, 2025 08:26AM

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 320418.00:						133.48	.00					
2325	UTILITY REFUND #18	320421.00		<u>HAYDEN HOMES, 1135 N ROCKDALE WAY UTILITY REFUND - SEWER</u>	03/17/2025	34.18	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	320421.00		<u>HAYDEN HOMES, 1135 N ROCKDALE WAY UTILITY REFUND - WATER</u>	03/17/2025	44.93	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
Total 320421.00:						79.11	.00					
2325	UTILITY REFUND #18	320422.00		<u>HAYDEN HOMES, 1151 N ROCKDALE WAY UTILITY REFUND - WATER</u>	03/27/2025	55.62	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	320422.00		<u>HAYDEN HOMES, 1151 N ROCKDALE WAY UTILITY REFUND - SEWER</u>	03/27/2025	39.33	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
Total 320422.00:						94.95	.00					
2325	UTILITY REFUND #18	323009.02		<u>CORD A STANLEY, 2255 E WHITETAIL ST UTILITY REFUND - SEWER</u>	04/22/2025	-1.12	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	323009.02		<u>CORD A STANLEY, 2255 E WHITETAIL ST UTILITY REFUND - WATER</u>	04/22/2025	-.92	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	323009.02		<u>CORD A STANLEY, 2255 E WHITETAIL ST UTILITY REFUND - TRASH</u>	04/22/2025	12.28	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/25		
Total 323009.02:						10.24	.00					
2325	UTILITY REFUND #18	323120.00		<u>TH CONSTRUCTION LLC, 2230 N PEAKHURT AVE UTILITY REFUND - WATER</u>	04/02/2025	105.88	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	323120.00		<u>TH CONSTRUCTION LLC, 2230 N PEAKHURT AVE UTILITY REFUND - SEWER</u>	04/02/2025	3.19	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 4/11/2025-5/1/2025

Page: 60
May 01, 2025 08:26AM

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 323120.00:						109.07	.00					
2325	UTILITY REFUND #18	323168.00		<u>TH CONSTRUCTION LLC, 2231 N PEAKHURT AVE UTILITY REFUND - WATER</u>	04/17/2025	50.10	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	323168.00		<u>TH CONSTRUCTION LLC, 2231 N PEAKHURT AVE UTILITY REFUND - SEWER</u>	04/17/2025	55.93	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
Total 323168.00:						106.03	.00					
2325	UTILITY REFUND #18	330440.01		<u>JAMES & DONNA PHILLIPS FAMILY LIV TRUST, 1258 E FORT ERIE ST UTILITY REFUND - TRASH</u>	04/18/2025	45.38	.00	<u>26-4975 SOLID WASTE USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	330440.01		<u>JAMES & DONNA PHILLIPS FAMILY LIV TRUST, 1258 E FORT ERIE ST UTILITY REFUND - WATER</u>	04/18/2025	39.74	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	330440.01		<u>JAMES & DONNA PHILLIPS FAMILY LIV TRUST, 1258 E FORT ERIE ST UTILITY REFUND - SEWER</u>	04/18/2025	69.15	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
Total 330440.01:						154.27	.00					
2325	UTILITY REFUND #18	340164.00		<u>CBH, 1201 W BASS RIVER DR UTILITY REFUND - WATER</u>	04/02/2025	103.79	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	340164.00		<u>CBH, 1201 W BASS RIVER DR UTILITY REFUND - SEWER</u>	04/02/2025	34.49	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
Total 340164.00:						138.28	.00					
2325	UTILITY REFUND #18	340176.00		<u>CBH, 1374 W BASS RIVER DR UTILITY REFUND - SEWER</u>	04/04/2025	45.27	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 61
 May 01, 2025 08:26AM

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
2325	UTILITY REFUND #18	340176.00		<u>CBH, 1374 W BASS RIVER DR</u> <u>UTILITY REFUND - WATER</u>	04/04/2025	113.55	.00	20-4500_METERED WATER SALES	0	4/25		
Total 340176.00:						158.82	.00					
2325	UTILITY REFUND #18	340184.00		<u>CBH, 1357 W BASS RIVER DR</u> <u>UTILITY REFUND - WATER</u>	03/27/2025	77.63	.00	20-4500_METERED WATER SALES	0	4/25		
2325	UTILITY REFUND #18	340184.00		<u>CBH, 1357 W BASS RIVER DR</u> <u>UTILITY REFUND - SEWER</u>	03/27/2025	92.43	.00	21-4600_SEWER USER FEES	0	4/25		
Total 340184.00:						170.06	.00					
2325	UTILITY REFUND #18	340185.00		<u>CBH, 1335 W BASS RIVER DR</u> <u>UTILITY REFUND - WATER</u>	04/08/2025	110.70	.00	20-4500_METERED WATER SALES	0	4/25		
2325	UTILITY REFUND #18	340185.00		<u>CBH, 1335 W BASS RIVER DR</u> <u>UTILITY REFUND - SEWER</u>	04/08/2025	47.50	.00	21-4600_SEWER USER FEES	0	4/25		
Total 340185.00:						158.20	.00					
2325	UTILITY REFUND #18	340187.00		<u>CBH, 1299 W BASS RIVER DR</u> <u>UTILITY REFUND - SEWER</u>	04/02/2025	41.04	.00	21-4600_SEWER USER FEES	0	4/25		
2325	UTILITY REFUND #18	340187.00		<u>CBH, 1299 W BASS RIVER DR</u> <u>UTILITY REFUND - WATER</u>	04/02/2025	109.28	.00	20-4500_METERED WATER SALES	0	4/25		
Total 340187.00:						150.32	.00					
2325	UTILITY REFUND #18	340193.00		<u>CBH, 1362 W CROOKED RIVER</u> <u>DR UTILITY REFUND - WATER</u>	04/18/2025	44.17	.00	20-4500_METERED WATER SALES	0	4/25		
2325	UTILITY REFUND #18	340193.00		<u>CBH, 1362 W CROOKED RIVER</u> <u>DR UTILITY REFUND - SEWER</u>	04/18/2025	53.68	.00	21-4600_SEWER USER FEES	0	4/25		
Total 340193.00:						97.85	.00					
2325	UTILITY REFUND #18	340195.00		<u>CBH, 1392 W CROOKED RIVER</u> <u>DR UTILITY REFUND - SEWER</u>	03/27/2025	96.42	.00	21-4600_SEWER USER FEES	0	4/25		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 62
 May 01, 2025 08:26AM

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
2325	UTILITY REFUND #18	340195.00		<u>CBH, 1392 W CROOKED RIVER DR UTILITY REFUND - WATER</u>	03/27/2025	73.66	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
Total 340195.00:						170.08	.00					
2325	UTILITY REFUND #18	340210.00		<u>CBH, 6884 S SUSHANA RIVER AVE UTILITY REFUND - WATER</u>	04/15/2025	66.66	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	340210.00		<u>CBH, 6884 S SUSHANA RIVER AVE UTILITY REFUND - SEWER</u>	04/15/2025	92.85	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
Total 340210.00:						159.51	.00					
2325	UTILITY REFUND #18	341082.00		<u>CBH, 5741 S MEMORY AVE UTILITY REFUND - SEWER</u>	03/27/2025	58.36	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	341082.00		<u>CBH, 5741 S MEMORY AVE UTILITY REFUND - WATER</u>	03/27/2025	54.47	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
Total 341082.00:						112.83	.00					
2325	UTILITY REFUND #18	341084.00		<u>CBH, 5705 S MEMORY AVE UTILITY REFUND - WATER</u>	03/27/2025	48.90	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	341084.00		<u>CBH, 5705 S MEMORY AVE UTILITY REFUND - SEWER</u>	03/27/2025	58.00	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
Total 341084.00:						106.90	.00					
2325	UTILITY REFUND #18	341088.00		<u>CBH, 5617 S MEMORY AVE UTILITY REFUND - WATER</u>	04/08/2025	114.54	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	341088.00		<u>CBH, 5617 S MEMORY AVE UTILITY REFUND - SEWER</u>	04/08/2025	47.46	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
Total 341088.00:						162.00	.00					
2325	UTILITY REFUND #18	341112.00		<u>CBH, 5670 S MEMORY AVE UTILITY REFUND - WATER</u>	04/15/2025	61.49	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 63
 May 01, 2025 08:26AM

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
2325	UTILITY REFUND #18	341112.00		<u>CBH, 5670 S MEMORY AVE</u> <u>UTILITY REFUND - SEWER</u>	04/15/2025	90.28	.00	21-4600 SEWER USER FEES	0	4/25		
Total 341112.00:						151.77	.00					
2325	UTILITY REFUND #18	341118.00		<u>CBH, 3538 W ZAREA DR</u> <u>UTILITY REFUND - WATER</u>	04/02/2025	78.16	.00	20-4500 METERED WATER SALES	0	4/25		
2325	UTILITY REFUND #18	341118.00		<u>CBH, 3538 W ZAREA DR</u> <u>UTILITY REFUND - SEWER</u>	04/02/2025	1.05	.00	21-4600 SEWER USER FEES	0	4/25		
Total 341118.00:						79.21	.00					
2325	UTILITY REFUND #18	341144.00		<u>CBH, 3487 W MORERE DR</u> <u>UTILITY REFUND - WATER</u>	04/17/2025	42.31	.00	20-4500 METERED WATER SALES	0	4/25		
2325	UTILITY REFUND #18	341144.00		<u>CBH, 3487 W MORERE DR</u> <u>UTILITY REFUND - SEWER</u>	04/17/2025	48.34	.00	21-4600 SEWER USER FEES	0	4/25		
Total 341144.00:						90.65	.00					
2325	UTILITY REFUND #18	341167.00		<u>CBH, 5455 S MEMORY PL</u> <u>UTILITY REFUND - SEWER</u>	04/18/2025	95.98	.00	21-4600 SEWER USER FEES	0	4/25		
2325	UTILITY REFUND #18	341167.00		<u>CBH, 5455 S MEMORY PL</u> <u>UTILITY REFUND - WATER</u>	04/18/2025	79.04	.00	20-4500 METERED WATER SALES	0	4/25		
Total 341167.00:						175.02	.00					
2325	UTILITY REFUND #18	341169.00		<u>CBH, 5491 S MEMORY PL</u> <u>UTILITY REFUND - SEWER</u>	04/08/2025	2.97	.00	21-4600 SEWER USER FEES	0	4/25		
2325	UTILITY REFUND #18	341169.00		<u>CBH, 5491 S MEMORY PL</u> <u>UTILITY REFUND - WATER</u>	04/08/2025	79.89	.00	20-4500 METERED WATER SALES	0	4/25		
Total 341169.00:						82.86	.00					
2325	UTILITY REFUND #18	341172.00		<u>CBH, 3534 W MORERE DR</u> <u>UTILITY REFUND - SEWER</u>	04/14/2025	45.11	.00	21-4600 SEWER USER FEES	0	4/25		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 64
 May 01, 2025 08:26AM

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
2325	UTILITY REFUND #18	341172.00		<u>CBH, 3534 W MORERE DR</u> <u>UTILITY REFUND - WATER</u>	04/14/2025	114.54	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	4/25		
Total 341172.00:						159.65	.00					
2325	UTILITY REFUND #18	360131.00		<u>SHEA HOMES, 11931 S GLORY</u> <u>LN UTILITY REFUND - WATER</u>	03/27/2025	20.56	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	360131.00		<u>SHEA HOMES, 11931 S GLORY</u> <u>LN UTILITY REFUND - SEWER</u>	03/27/2025	42.66	.00	<u>21-4600 SEWER</u> <u>USER FEES</u>	0	4/25		
Total 360131.00:						63.22	.00					
2325	UTILITY REFUND #18	360244.00		<u>SHALC GC INC, 11908 W</u> <u>ANTHOS LN UTILITY REFUND -</u> <u>WATER</u>	03/27/2025	39.83	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	360244.00		<u>SHALC GC INC, 11908 W</u> <u>ANTHOS LN UTILITY REFUND -</u> <u>SEWER</u>	03/27/2025	82.61	.00	<u>21-4600 SEWER</u> <u>USER FEES</u>	0	4/25		
Total 360244.00:						122.44	.00					
2325	UTILITY REFUND #18	360248.00		<u>SHALC GC INC, 11972 W</u> <u>ANTHOS LN UTILITY REFUND -</u> <u>SEWER</u>	03/27/2025	82.61	.00	<u>21-4600 SEWER</u> <u>USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	360248.00		<u>SHALC GC INC, 11972 W</u> <u>ANTHOS LN UTILITY REFUND -</u> <u>WATER</u>	03/27/2025	39.84	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	4/25		
Total 360248.00:						122.45	.00					
2325	UTILITY REFUND #18	361527.00		<u>BERKELEY BUILDING CO,</u> <u>11091 S YEOMAN PL UTILITY</u> <u>REFUND - WATER</u>	04/03/2025	63.28	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	361527.00		<u>BERKELEY BUILDING CO,</u> <u>11091 S YEOMAN PL UTILITY</u> <u>REFUND - SEWER</u>	04/03/2025	4.12	.00	<u>21-4600 SEWER</u> <u>USER FEES</u>	0	4/25		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 4/11/2025-5/1/2025

Page: 65
May 01, 2025 08:26AM

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 361527.00:						67.40	.00					
2325	UTILITY REFUND #18	361553.00		<u>TH CONSTRUCTION LLC, 11658 W BALLAD CT UTILITY REFUND - SEWER</u>	04/18/2025	45.96	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	361553.00		<u>TH CONSTRUCTION LLC, 11658 W BALLAD CT UTILITY REFUND - WATER</u>	04/18/2025	22.17	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
Total 361553.00:						68.13	.00					
2325	UTILITY REFUND #18	361596.00		<u>BERKELEY BUILDING CO, 11918 W ZAMALEK CT UTILITY REFUND - WATER</u>	04/17/2025	23.68	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	361596.00		<u>BERKELEY BUILDING CO, 11918 W ZAMALEK CT UTILITY REFUND - SEWER</u>	04/17/2025	49.12	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
Total 361596.00:						72.80	.00					
2325	UTILITY REFUND #18	361598.00		<u>TH CONSTRUCTION LLC, 11888 W ZAMALEK CT UTILITY REFUND - WATER</u>	04/02/2025	80.63	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	361598.00		<u>TH CONSTRUCTION LLC, 11888 W ZAMALEK CT UTILITY REFUND - SEWER</u>	04/02/2025	40.11	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
Total 361598.00:						120.74	.00					
2325	UTILITY REFUND #18	361905.00		<u>TH CONSTRUCTION LLC, 11365 W LAHINCH LN UTILITY REFUND - SEWER</u>	04/04/2025	45.33	.00	<u>21-4600 SEWER USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	361905.00		<u>TH CONSTRUCTION LLC, 11365 W LAHINCH LN UTILITY REFUND - WATER</u>	04/04/2025	83.15	.00	<u>20-4500 METERED WATER SALES</u>	0	4/25		

City of Kuna

Payment Approval Report - City Council Approval
 Report dates: 4/11/2025-5/1/2025

Page: 66
 May 01, 2025 08:26AM

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 361905.00:						128.48	.00					
2325	UTILITY REFUND #18	361912.00		<u>TH CONSTRUCTION LLC, 11483</u> <u>W LAHINCH LN UTILITY</u> <u>REFUND - WATER</u>	04/08/2025	42.40	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	361912.00		<u>TH CONSTRUCTION LLC, 11483</u> <u>W LAHINCH LN UTILITY</u> <u>REFUND - SEWER</u>	04/08/2025	87.91	.00	<u>21-4600 SEWER</u> <u>USER FEES</u>	0	4/25		
Total 361912.00:						130.31	.00					
2325	UTILITY REFUND #18	361931.00		<u>TH CONSTRUCTION LLC, 11383</u> <u>W PERTSHIRE LN UTILITY</u> <u>REFUND - SEWER</u>	04/08/2025	89.24	.00	<u>21-4600 SEWER</u> <u>USER FEES</u>	0	4/25		
2325	UTILITY REFUND #18	361931.00		<u>TH CONSTRUCTION LLC, 11383</u> <u>W PERTSHIRE LN UTILITY</u> <u>REFUND - WATER</u>	04/08/2025	43.04	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	4/25		
Total 361931.00:						132.28	.00					
2325	UTILITY REFUND #18	361939.00		<u>TH CONSTRUCTION LLC, 11326</u> <u>S CORBALLIS LN UTILITY</u> <u>REFUND - WATER</u>	04/03/2025	82.49	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	361939.00		<u>TH CONSTRUCTION LLC, 11326</u> <u>S CORBALLIS LN UTILITY</u> <u>REFUND - SEWER</u>	04/03/2025	43.95	.00	<u>21-4600 SEWER</u> <u>USER FEES</u>	0	4/25		
Total 361939.00:						126.44	.00					
2325	UTILITY REFUND #18	361948.00		<u>TH CONSTRUCTION LLC, 11234</u> <u>S CORBALLIS LN UTILITY</u> <u>REFUND - WATER</u>	04/03/2025	82.61	.00	<u>20-4500 METERED</u> <u>WATER SALES</u>	0	4/25		
2325	UTILITY REFUND #18	361948.00		<u>TH CONSTRUCTION LLC, 11234</u> <u>S CORBALLIS LN UTILITY</u> <u>REFUND - SEWER</u>	04/03/2025	44.19	.00	<u>21-4600 SEWER</u> <u>USER FEES</u>	0	4/25		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 4/11/2025-5/1/2025

Page: 67
May 01, 2025 08:26AM

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 361948.00:						126.80	.00					
Total UTILITY REFUND #18:						11,140.32	.00					
VICTORY GREENS												
364	VICTORY GREENS	791487	20594	<u>3/4 ROUND FOR WINCHESTER, B. VILLANUEVA, APR. 25</u>	04/23/2025	230.65	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	0	4/25		
Total 791487:						230.65	.00					
364	VICTORY GREENS	791495		<u>3/4 ROUND FOR WINCHESTER, B. VILLANUEVA, APR. 25</u>	04/23/2025	263.60	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	0	4/25		
Total 791495:						263.60	.00					
364	VICTORY GREENS	791575	20585	<u>DRAIN ROCK AND WEED FABRIC FOR WINCHESTER PARK PLAYGROUND, B. VILLANUEVA, APR. 25</u>	04/22/2025	623.20	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	0	4/25		
Total 791575:						623.20	.00					
364	VICTORY GREENS	791587	20585	<u>DRAIN ROCK AND WEED FABRIC FOR WINCHESTER PARK PLAYGROUND, B. VILLANUEVA, APR. 25</u>	04/22/2025	362.45	.00	<u>40-6020 CAPITAL IMPROVEMENTS</u>	0	4/25		
Total 791587:						362.45	.00					
Total VICTORY GREENS:						1,479.90	.00					
WESTERN STATES EQUIPMENT CO.												
98	WESTERN STATES EQUIPMENT CO.	IN003159270	20531	<u>COUPLINGS AND HOSE FOR PUBLIC WORKS BACKHOE, J.DURHAM, APR.'25- SEWER</u>	04/16/2025	24.55	.00	<u>21-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	4/25		
98	WESTERN STATES EQUIPMENT CO.	IN003159270	20531	<u>COUPLINGS AND HOSE FOR PUBLIC WORKS BACKHOE, J.DURHAM, APR.'25- WATER</u>	04/16/2025	24.55	.00	<u>20-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	4/25		

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 4/11/2025-5/1/2025

Page: 68
May 01, 2025 08:26AM

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
98	WESTERN STATES EQUIPMENT CO.	IN003159270	20531	<u>COUPLINGS AND HOSE FOR PUBLIC WORKS BACKHOE, J.DURHAM, APR.'25- P.I</u>	04/16/2025	9.34	.00	<u>25-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	4/25		
Total IN003159270:						58.44	.00					
98	WESTERN STATES EQUIPMENT CO.	IN003162409	20556	<u>HOSES AND COUPLINGS FOR PUBLIC WORKS FOR BACKHOE AT THE FARM, J. DURHAM, APR 25- P.I</u>	04/18/2025	20.82	.00	<u>25-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	4/25		
98	WESTERN STATES EQUIPMENT CO.	IN003162409	20556	<u>HOSES AND COUPLINGS FOR PUBLIC WORKS FOR BACKHOE AT THE FARM, J. DURHAM, APR 25- SEWER</u>	04/18/2025	54.67	.00	<u>21-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	4/25		
98	WESTERN STATES EQUIPMENT CO.	IN003162409	20556	<u>HOSES AND COUPLINGS FOR PUBLIC WORKS FOR BACKHOE AT THE FARM, J. DURHAM, APR 25- WATER</u>	04/18/2025	54.67	.00	<u>20-6142 MAINT. & REPAIR - EQUIPMENT</u>	0	4/25		
Total IN003162409:						130.16	.00					
Total WESTERN STATES EQUIPMENT CO.:						188.60	.00					
WHITE, PETERSON, GIGRAY, & NICHOLS P.A.												
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	167634		<u>LEGAL SERVICES - GENERAL, MAR '25 - ADMIN</u>	03/31/2025	3,690.75	3,690.75	<u>01-6202 PROFESSIONAL SERVICES</u>	0	4/25	04/18/2025	
Total 167634:						3,690.75	3,690.75					
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	167635		<u>LEGAL SERVICES FOR P & Z, MAR '25</u>	03/31/2025	723.33	723.33	<u>01-6202 PROFESSIONAL SERVICES</u>	1003	4/25	04/18/2025	
Total 167635:						723.33	723.33					
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	167636		<u>LEGAL SERVICES FOR SEWER FUND, MAR '25</u>	03/31/2025	19.57	19.57	<u>21-6202 PROFESSIONAL SERVICES</u>	0	4/25	04/18/2025	

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 167636:						19.57	19.57					
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	167637		<u>LEGAL SERVICES FOR PROJECT PEREGRINE, META, MAR '25</u>	03/31/2025	136.99	136.99	01-6202 PROFESSIONAL SERVICES	4000	4/25	04/18/2025	
Total 167637:						136.99	136.99					
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	167638		<u>LEGAL SERVICES FOR HOME PLACE LLC & LYDIA DURRANT - MASON CREEK EMINENT DOMAIN, MAR '25</u>	03/31/2025	273.98	273.98	21-6202 PROFESSIONAL SERVICES	0	4/25	04/18/2025	
Total 167638:						273.98	273.98					
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	167639		<u>LEGAL SERVICES FOR GEMSTONE TECHNOLOGY PARK LLC - DIODE DEVELOPMENT PROJECT, MAR '25</u>	03/31/2025	215.27	215.27	01-6202 PROFESSIONAL SERVICES	4000	4/25	04/18/2025	
Total 167639:						215.27	215.27					
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	167640		<u>LEGAL SERVICES FOR SNAKE RIVER WATERKEEPER INC - CLEAN WATER ACT VIOLATIONS, MAR '25</u>	03/31/2025	39.14	39.14	21-6202 PROFESSIONAL SERVICES	0	4/25	04/18/2025	
Total 167640:						39.14	39.14					
1958	WHITE, PETERSON, GIGRAY, & NICHOLS P.A.	167641		<u>LEGAL SERVICES FOR IMPACT FEES, MAR '25</u>	03/31/2025	253.00	253.00	01-6202 PROFESSIONAL SERVICES	0	4/25	04/18/2025	
Total 167641:						253.00	253.00					
Total WHITE, PETERSON, GIGRAY, & NICHOLS P.A.:						5,352.03	5,352.03					

City of Kuna

Payment Approval Report - City Council Approval
Report dates: 4/11/2025-5/1/2025

Page: 70
May 01, 2025 08:26AM

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
ZAMZOWS												
66	ZAMZOWS	394203784	20271	<u>THRIVE FOR TREES. J. PEREZ.</u> <u>MARCH 25</u>	03/13/2025	76.49	.00	01-6150 M & R - SYSTEM	1004	4/25		
Total 394203784:						76.49	.00					
Total ZAMZOWS:						76.49	.00					
Grand Totals:						<u>537,977.65</u>	<u>241,547.93</u>					

Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

Report Criteria:

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

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

IN THE MATTER OF THE APPLICATION OF) **Case No.:** 24-04-OA (Ordinance
) Amendment) Certificate of Occupancy
THE CITY OF KUNA)
)
Ordinance Amendment to Title 5,) **DECISION AND REASONED**
Development Regulations of Kuna City Code.) **STATEMENT.**

**SECTION 1
INTRODUCTION AND PROCEDURAL BACKGROUND**

THESE MATTERS came before the City Council of the City of Kuna (the “Council”) for Public Hearing on April 15, 2025, the Council entered a decision on one (1) application. Thereafter, this Decision and Reasoned Statement was prepared and presented to the Council on May 6, 2025, for formal adoption of the Council decision.

**SECTION 2
DECISION**

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

The Ordinance Amendment Application (Case No. 24-04-OA) is hereby *Approved*.

**SECTION 3
RECORD OF EXHIBITS AND WITNESSES**

I. List of Exhibits.

- DRAFT Certificate of Occupancy Ordinance REDLINES
- NARRATIVE
- PROPOSED CHANGES MATRIX
- IP PUBLICATION PZ 02.11.2025
- AGENCY TRANSMITTAL UPDATE
- AGENCY TRANSMITTAL
- PZ COMMISSION SIGN IN SHEET
- PZ COMMISSION DECISION AND REASONED STATEMENT
- PZ COMMISSION MINUTES 02.11.2025
- IP PUBLICATION CC 04.15.2025

II. Public Hearing Witnesses.

Witness Testimony: Those who testified at the Council April 15, 2025, hearing are as follows, to-wit:

- a. City Staff:
Doug Hanson, Planning & Zoning Director
- b. Appearing in Favor:
- c. Appearing Neutral:
- d. Appearing in Opposition:

**SECTION 4
REASONED STATEMENT**

I. Relevant Criteria and Standards Considered

- a. Relevant City Ordinance Provisions.
 - 1. Title 5 Kuna City Code, Development Regulations
- b. Relevant Statutory Provisions.
 - 1. Chapter 65 of Title 67, Idaho Code
 - i. I.C. § 67-6511 – Zoning Ordinance
- c. Pertinent Constitutional Provisions

II. Factual Findings

- a. Procedural Findings:

Agency Comments Request	November 14, 2024.
Idaho Press Newspaper Published Hearing Notice Commission	Published on January 24, 2025.
Commission Public Hearing	Held on February 11, 2025.
Commission Written Decision and Reasoned Statement Entered	Entered February 25, 2025.
Idaho Press Newspaper Published Hearing Notice Council	Published on March 28, 2025.
Council Public Hearing	Held on April 15, 2025.
Council Written Decision and Reasoned Statement Entered	Entered May 6, 2025.

b. Relevant Contested Facts.

- 1. No testimony was presented in opposition to the project, therefore no contested facts were entered into the record.

c. Council’s 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 Council that the Ordinance Amendment provides clarification for the review and inspection process of a change in occupancy.

**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 6th day of May 2025.

Joe Stear, Mayor

- VICINITY
- WARRANTY DEED
- AFFIDAVIT
- LEGAL DESCRIPTION
- NEIGHBORHOOD MEETING CERTIFICATION
- COMMITMENT TO PROPERTY POSTING
- APPLICATION PRESENTATION
- OSPREY RIDGE RECORDED DEVELOPMENT AGREEMENT
- REZONE APPLICATION
- REZONE BOUNDARY DESCRIPTION UPDATED
- SITE PLAN
- ACHD
- BOISE KUNA IRRIGATION DISTRICT
- ITD
- KRFD 01.23.2025
- KRFD 11.26.2024
- KUNA LIBRARY DISTRICT
- KUNA POLICE DEPARTMENT
- KUNA SCHOOL DISTRICT
- PUBLIC WORKS
- AGENCY TRANSMITTAL
- AFFIDAVIT OF PUBLICATION PZ 01.28.2025
- P&Z PROOF OF PROPERTY POSTING
- PROOF OF LEGAL MAILER PZ 01.28.2025
- CENTURION ENGINEERS ON BEHALF OF TIM GORDON
- CHAD WATERS- SUPPORT LETTER
- ENRIQUE CONTRERAS - SUPPORT LETTER
- JUDY TAMAMOTO - SUPPORT LETTER
- KRISTY YAMAMOTO - SUPPORT LETTER
- MARC BOYER - SUPPORT LETTER
- MICHAEL HUTER- SUPPORT LETTER
- MIKE & REBECCA LANE - SUPPORT LETTER
- TIM GORDON - SUPPORT LETTER
- STAFF REPORT PZ 01.28.2025
- PZ COMMISSION DECISION AND REASONED STATEMENT
- PZ COMMISSION SIGN IN SHEET
- PZ COMMISSION MINUTES 01.28.2025
- STAFF REPORT CC 04.01.2025
- CC PROOF OF PROPERTY POSTING
- IP PUBLICATION CC 04.01.2025
- PROOF OF LEGAL MAILER CC 04.01.2025

II. Public Hearing Witnesses.

Witness Testimony: Those who testified at the Council's April 1, 2025, hearing are as follows, to-wit:

- a. City Staff:
Doug Hanson, Planning & Zoning Director

- b. Appearing for the Applicant:
Hethe Clark - Clark Wardle, Representing Diode Ventures
John Handley - Diode Ventures

- c. Appearing in Favor:
David Crawford
Tim Gordon
Dana Hennis
Judy Yamamoto
Tricia Waters
Anthony Miller
Marc Boyer
Michael Hunter
Mike Lane
Gill Arouxtet, Regional Western States Council of Carpenters
Ray Nebeker
Ana M Paz
Tye Thomas
Ashley Miller

- d. Appearing Neutral:
John Gannon
Michael Van Veghten
T.J. Lawrence, Kuna Rural Fire District
Dustin Ferdinand
Jim Lowe
Linda Ostolesa
Sue Howard
Gene Born

- e. Appearing in Opposition:
Shaylee Murray
Omar Burna
Kelly Hardy
Michael Thorton
Brian Stewart
Michael Smith
Hillary Lowe, Kuna School District
Beverly Wolf
Dr. Elizabeth Swearingen
James Ed Hodges
Layne Thorton

Claudette Klinchuch
 Sid Anderson
 Laura Anderson
 Jason McGregor
 Douglas Croft
 Ted Vander Schaaf
 Susan Peterson
 Cindy Giesen
 Brigham Murray

SECTION 4 REASONED STATEMENT

I. Relevant Criteria and Standards Considered

a. Relevant City Ordinance Provisions:

- i. Title 5 Kuna City Code, Development Regulations, particularly including (but not limited to) the following Chapters and provisions:
 1. Chapter 6: Comprehensive Plan, Part 1: Updates and Amendments
 2. Chapter 8: Zoning Code.

b. Relevant Statutory Provisions:

- i. Chapter 65 of Title 67, Idaho Code
- ii. I.C. § 67-6509 – Recommendation and Adoption, Amendment, and Repeal of the Plan
- iii. I.C. § 67-6511 – Zoning Ordinance
- iv. I.C. § 67-6511A – Development Agreements

c. Envision Kuna: City of Kuna 2019 Comprehensive Plan (available here: <https://www.kunacity.id.gov/591/Plans-and-Studies>)

II. Factual Findings

a. General Uncontested Factual Findings.

1. The parcels under consideration in the applications are designated as Ada County Assessor Parcels S2105300000, S2105223075, S2108212405 (the “Subject Parcels”). The Subject Parcels comprise approximately 643.3 combined total acres with approximately 622.7 acres subject to the Comprehensive Plan Map Amendment and Rezone. The Subject Parcels were previously annexed into the Kuna City boundaries on June 17, 2008.

2. Applicant: The applicant in this matter was D. Yamamoto Development, LLC (the “Applicant”), who is the current Owner of the Subject Parcels. However, the Applicant was represented through these proceedings by Diode Ventures, LLC (the “Developer”), and their legal counsel, Hethe Clark of Clark Wardle, LLP. It is the understanding of the Council that Developer is the likely entity to own, and subsequently develop, the Subject Parcels following approval of these applications.
3. Summary table of relevant facts:

Current Future Land Use Map Designation:	Agriculture
Existing Land Use:	Agricultural
Current Zoning District:	Agricultural
Proposed FLUM Designation:	Industrial
Proposed Zoning:	M-1
Adjacent Zoning Districts:	North: RP (Rural Preservation, County); East: RP (Rural Preservation, County), A (Agriculture, City); South: RP (Rural Preservation, County); West: RP (Rural Preservation, County), A (Agriculture, City)
Adjacent Street(s) Existing & Proposed:	North: E Lava Lane (Existing); East: S Eagle Road (Existing); South: E Barker Road (Existing); West: S Locust Grove Road (Existing)
Internal Street(s) Existing & Proposed:	None
Adjacent Bike/Pedestrian Facilities:	None
Adjacent Parks:	None
Land Dedication Requirements:	None

4. Procedural Findings:

Neighborhood Meeting	Held on September 10, 2024. 24 Attendees were present.
Pre-Application Meeting	September 3, 2024.
Agency Comments Requested by City	August 21, 2024.
300 FT Legal Mailer Notice for P&Z Commission Hearing	Sent on November 19, 2024.
Idaho Press Newspaper Published Hearing Notice for P&Z Commission HEaring	Published on January 3, 2025.
Site Posting for P&Z Commission Hearing	Posted on January 9, 2025.
P&Z Commission Public Hearing	Held on January 28, 2025.
P&Z Commission Recommended Written Decision and Reasoned Statement Entered	Entered on February 11, 2025.
300 FT Legal Mailer Notice for Council Hearing	Sent on March 14, 2025

Idaho Press Newspaper Published Hearing Notice for Council Hearing	Published on March 14, 2025
Site Posting for Council Hearing	Posted on March 13, 2025
Council Public Hearing	Held on April 1, 2025
Council Written Decision and Reasoned Statement Entered	Entered on May 6, 2025

5. Osprey Ridge Development Agreement: The Subject Parcels are subject to the terms and conditions of a development agreement recorded as Ada County Instrument No. 108073049, which was recorded on July 8, 2008 (the “Osprey Ridge DA). Notably, through Exhibit C to the Osprey Ridge DA, the owner of the Subject Parcels is entitled to develop the parcels at a gross density of three (3) buildable lots/density units per acre. It also requires the property owner to work closely with government entities that would be impacted by development of the Subject Parcels to mitigate the impacts development would have on their ability to provide services. The Developer, and multiple political subdivisions testified that they had negotiated regarding mitigation and either reached agreements or memorandums of understanding that would provide for mitigation by the Developer.
 6. Intended Use of the Subject Parcels: The only applications presented by the Applicant in this matter were for Comprehensive Plan Map Amendment and Rezoning. However, it is the understanding of the Council, based upon testimony of both members of the public and the Applicant, that the Developer intends to pursue future applications with the City that will enable the Developer (if the future applications are approved) to develop the site as data center facilities. A basic Site Plan was included with the applications that shows silhouettes of potential future buildings the Council understood to represent data center facilities that would be pursued by the Developer through future applications.
- b. Relevant Contested Facts.
1. Traffic:
 - i. Multiple members of the public testified that this development would increase traffic in the area to unsafe levels, and that existing road infrastructure is inadequate for the potential increased demand.
 - ii. The Ada County Highway District (ACHD) reviewed the application and required two separate traffic impact studies (TIS). First, a permanent TIS that outlines site specific conditions of approval for day to day operations once onsite construction was finished, the permanent TIS has been accepted by ACHD. Second, a construction TIS that outlines site specific conditions of approval for the construction period, the construction TIS is currently under review by ACHD. Future land use applications will not be accepted for review by the City until the construction TIS is finalized and accepted by ACHD.

2. Locust Grove Road:

- i. Multiple members of the public testified that Locus Grove Road was not suitable to provide access to the site with existing road infrastructure. They testified to safety concerns surrounding increased traffic that was likely to occur during construction of a project on the Subject Parcels, and also the permanent traffic increases that would occur upon full build out of a project. Further, testimony was received that explained that during a neighborhood meeting held by the Applicant, the Applicant had represented that Locust Grove Road would not be used for access to the Subject Parcels once developed. Members of the public expressed an opinion and concern that it appears Locust Grove Road will now provide access to the Subject Parcels.
- ii. The Applicant testified and clarified that it was not intending to utilize Locust Grove as a primary access to the Subject Parcels once developed, and apologized for the misunderstanding that had developed since the neighborhood meeting. The Applicant further testified that it was their intent that Locust Grove Road would only be utilized only to provide secondary emergency access to the Subject Parcels upon development of a project, and that it was further agreeable to adding a condition of approval to the present applications that would ensure that it could only use south Locust Grove Road as secondary emergency access.

3. Water and Wastewater:

- i. Multiple Members of the public expressed concern over water and wastewater.
- ii. Water and Wastewater – All water permitting would be required to go through Idaho Department of Water Resources (IDWR). The wastewater permitting is required to go through Idaho Department of Environmental Quality (IDEQ) and Central District Health (CDH). The onsite water and wastewater facilities will be independent of city infrastructure and will not be operated or maintained by the city.

4. 20-acre Buffer Parcel.

- i. Multiple Members of the public testified that the northern 20-acre buffer parcel would become an issue if not maintained.
- ii. The Applicant initially testified that it was their intent to allow 20-acres north of their intended future data center project to return to native vegetative growth. The Applicant and Developer then offered as part of their rebuttal testimony to provide a landscaping plan in conjunction with future applications for site development, and agreed to include a condition of approval requiring such in this decision.

c. Council's Determination on Relevant Contested Facts.

1. Traffic: The current applications pending before the City are for Comprehensive Plan Map Amendment and Rezone, and approval of these applications will not result in substantial traffic increase to the Subject Parcels. Further, in the event future applications are approved for the development of the Subject Parcels as a data center, the Council will review the relevant traffic impact study(ies) accepted by ACHD in conjunction with those future applications.
2. Locust Grove Road: Locust Grove Road does not appear to be adequate to provide primary access to the Subject Parcels should they be developed in the future as data center facilities. However, the Applicant and Developer do not intend to use Locust Grove Road as primary access, and the belief of the public they intended to do so appears to be the product of misunderstanding between the Applicant and neighboring property owners. Further, the Applicant and Developer have agreed to include a special condition of approval being added to this decision that prevents Locust Grove Road from being used for primary access to a future development on the Subject Parcels.
3. Water and Wastewater: The present applications are for Comprehensive Plan Map Amendment and Rezone. No information was presented to the Council that indicates approval of either application will significantly impact water and wastewater needs at the Subject Parcels. It is the determination of the Council that this issue is relevant to a potential future development project application that is likely to be presented by the Developer, and issues related to water and wastewater consumption and usage must be addressed by the City and other appropriate governmental authorities in conjunction with the future development applications.
4. 20-Acre Buffer Parcel: The present applications are for Comprehensive Plan Map Amendment and Rezone, not for actual development of the Subject Parcels. The 20-acre buffer concept arose from the concept site plan presented by the Applicant for potential future data center development, as well as through the Applicant's testimony at public hearing. Concerns regarding the 20-acre buffer parcel returning to native vegetative growth can be more appropriately addressed at the time of future project development applications, and such issues don't significantly impact the decisions entered in this matter. Further, the Developer's agreement to include a condition in this decision that requires a landscaping plan to be presented in conjunction with future development applications adequately positions the City to ensure proper development of this buffer area in the future.

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

The City's rationale in this matter was driven by compliance with applicable state and City code provisions, consideration of the goals of the City's Comprehensive plan, and consideration of the terms and conditions of the Osprey Ridge DA.

a. Rationale for Comprehensive Plan Map Amendment

In regards to Case No. 24-01-CPM, the proposed Comprehensive Plan Map Amendment is consistent with stated goals and objectives of the City’s comprehensive plan, including the following specific goals and objections:

1. 3.A.1.b: Concentrate commercial and mixed-use areas along main entryway corridors, and reserve areas for low-density residential development, open space, industrial and agricultural uses at Kuna’s outer areas and along the rail line.
2. 3.E.1.c: Encourage the development of industrial land uses in areas that are not averse to neighboring areas.

The Subject Parcels are in the outer areas of the City’s existing boundaries, and are amongst other parcels currently in use as low-density residential development, open space or agricultural use. Goal 3.A.1.b contemplates that low-density residential, open space, industrial, and agricultural uses will all be placed in the “outer areas” of the City. Therefore, locating light industrial use amongst the low-density residential, agricultural, and open space is in line with this goal, and the rezoning of the Subject Parcels is not averse to the neighboring areas.

Additionally, the Comprehensive Plan Map Amendment is consistent with KCC 5-6-105 Amendment Standards.

1. The amendment is compatible with the other planning components of the comprehensive plan with the specific goals 3.A.1.b and 3.E.1.c. as outlined above.
2. Notice of the intent to amend the Comprehensive Plan Map sent to all political subdivisions providing services within the planning jurisdiction boundary of the City on November 19, 2024, to gather substantial and competent data from reliable sources. Comments, letters, and/or reports were received from:
 - i. Boise Kuna Irrigation District
 - ii. Idaho Transportation Department
 - iii. Kuna Rural Fire District
 - iv. Ada County Highway District
 - v. Kuna School District
 - vi. City of Kuna Public Works
 - vii. Kuna Library District
 - viii. Kuna Police Department
3. As required by the Osprey Ridge DA agreements are in place with multiple political subdivisions to mitigate the impacts that may arise because of the development.
4. Onsite water and wastewater facilities will be constructed by the Developer as part of a future project to serve the Subject Parcels. These facilities will be independent of City

infrastructure and will not be operated or maintained by the city, eliminating the burden on existing and planned public service capabilities.

Under the Osprey Ridge DA, the Subject Parcels, which total approximately 643 acres, could result in 1,929 new homes. (i.e. 643 acres x 3 buildable lots per gross acre = 1,929 possible future homes). Improvement standards required for a subdivision ordinarily include connection to the City's municipal pressurized irrigation system, sanitary sewer system and municipal water supply system. None of these services currently exist within multiple miles of the Subject Parcels for connection. Development of the Subject Parcels and the greater Osprey Ridge DA would require infrastructure master plans for irrigation, water and sewer. Therefore, development as planned by Developer avoids the requirement to develop City systems in this area.

b. Rationale for Rezone Decision

The rezoning of this Subject Parcels to M-1, light manufacturing/industrial district, is not inconsistent with the purpose of this zone which is "to serve as a transitional buffer between heavy type manufacturing and less intense commercial and industrial type uses." KCC 5-8-501(E). Additionally, rezoning is consistent with stated goals and objectives of the City's comprehensive plan, including the following specific goals and objections:

1. 3.A.1.b: Concentrate commercial and mixed-use areas along main entryway corridors, and reserve areas for low-density residential development, open space, industrial and agricultural uses at Kuna's outer areas and along the rail line.
2. 3.E.1.c: Encourage the development of industrial land uses in areas that are not averse to neighboring areas.

The Subject Parcels are in the outer areas of the City's existing boundaries, and are amongst other parcels currently in use as low-density residential development, open space or agricultural use. Goal 3.A.1.b contemplates that low-density residential, open space, industrial, and agricultural uses will all be placed in the "outer areas" of the City. Therefore, locating light industrial use amongst the low-density residential, agricultural, and open space is in line with this goal, and the rezoning of the Subject Parcels is not averse to the neighboring areas.

In addition to the code and Comprehensive Plan considerations above, Exhibit C to the Osprey Ridge DA includes the following significant language:

Kuna does not guarantee any particular zoning designation or density approval on any particular parcel, but does guarantee to Osprey Ridge a minimum blended density of three (3) buildable lots/density units per gross acre in the overall development on the Land.

The lands subject to the Osprey Ridge DA include a total of approximately 3,400 acres and are generally located along the outer rim of the City's southern boundaries (see map attached as

Exhibit D to Osprey Ridge DA). The guarantee of three (3) buildable lots/density units per gross acre on the Subject Parcels is at odds with the following goals from the City Comprehensive Plan:

1. 3.A.1.a: Concentrate a mix of medium-to-high density residential, commercial and mixed-use areas in Kuna's core.
2. 3.A.1.b: Concentrate commercial and mixed-use areas along main entryway corridors, and reserve areas for low-density residential development, open space, industrial and agricultural uses at Kuna's outer areas and along the rail line.

In sum, the Osprey Ridge DA appears to grant property owners the right to more dense development of the Subject Parcels and surrounding areas than what the City desires as set forth in the Comprehensive Plan. The Council desires to keep the commitments required of the City by the terms and conditions of the Osprey Ridge DA, and simultaneously adhere to the goals and objectives set forth in the Comprehensive Plan. Both of these objectives may not be attainable in all circumstances, and therefore the Council desires through this decision to balance these competing obligations and objectives as best it possibly can.

Additionally, the guarantee of three (3) buildable lots/density units per gross acre presents a concern to the Council due to the impact it could have on services provided by the Kuna School District ("KSD"). I.C. § 67-6511 and KCC § 5-8-103 require the Council to consider the adverse impacts a rezone could have on a political subdivision's ability to provide service, including school districts. These applications present a unique opportunity for the City to avoid potential adverse impacts the Osprey Ridge DA could have on the KSD by rezoning these lands in manner of far less density than what is not merely available to the Applicant, but guaranteed to the Applicant, through the Osprey Ridge DA.

Under the Osprey Ridge DA, the Subject Parcels, which total approximately 643 acres, could result in 1,929 new homes. (i.e. 643 acres x 3 buildable lots per gross acre = 1,929 possible future homes). By rezoning the Subject Parcels as light industrial, it removes them from the inventory of lands that could be developed at the guaranteed Osprey Ridge DA density. Simply stated, 1,929 new homes would have a far greater impact on KSD's services than a single large industrial user. This rezoning decision helps mitigate the impact the Osprey Ridge DA density guarantee can have on KSD's ability to provide services.

Finally, in addition to the above, the applicant, through voluntary memorandums of understanding ("MOU(s)") with the City and the Kuna Rural Fire District ("KRFD"), has assisted the City in accomplishing the following goal of the Comprehensive Plan:

1. 2.F.1.a: Plan for future growth and ensure funding and resources are available to increase emergency response staff and construct capital projects.

Notably, recent tax law changes by the Idaho legislature made it difficult for Idaho local governments to increase emergency response staffing needs. The Developer in this matter recognized this issue and has agreed through MOUs with the City and the KRFD to provide financial support that both entities ability to increase emergency response staffing. In addition to

MOUs with the City and KRFD, and as required by the Osprey Ridge DA, the Developer engaged in negotiations with KSD and the Kuna Library District and came to terms with these entities to mitigate the impact development of a project is likely to have on those district's ability to provide services.

For the foregoing reasons, the Council determined to approve Case Numbers 24-01-CPM (Comprehensive Plan Map Amendment) and 24-01-ZC (Rezone), subject to the conditions set forth in the following section.

IV. Conditions of Approval.

1. The Developer/Owner/Applicant shall obtain written approval on letterhead or may be written/stamped on the approved plans of the construction plans from the agencies noted below. All submittals are required to include the lighting, landscaping, drainage, and development plans. All site improvements are prohibited prior to approval of the following agencies:
 - a. The City Engineer shall approve the sewer connections.
 - b. The City Engineer shall approve all civil plans. No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
 - c. Central District Health Department recommends the plan be designed and constructed in conformance with standards contained in, "Catalog for Best Management Practices for Idaho Cities and Counties."
 - d. The Kuna Rural Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Rural Fire District are required.
 - e. The Kuna Municipal Irrigation System (KMIS) and Boise Project Board of Control shall approve any modifications to the existing irrigation system.
 - f. Approval from Ada County Highway District (ACHD) shall be obtained, and Impact Fees must be paid prior to issuance of any building permit(s).
 - g. All public rights-of-way shall be dedicated and constructed to the standards of the City and Ada County Highway District. No public street construction may commence without the approval and permit from Ada County Highway District.
2. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see KCC 5-9-4.
3. Compliance with Idaho Code, Section §31-3805 pertaining to irrigation waters is required.

Irrigation/drainage waters shall not be impeded by any construction on site. Compliance with the requirements of the Boise Project Board of Control is required.

4. When required, submit a petition to the City (as necessary, confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and request to annex the irrigation surface water rights appurtenant to the property over to the Kuna Municipal Pressure Irrigation System of the City (KMIS).
5. The Developer/Owner/Applicant, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the City Council, or seek amending them through public hearing processes.
7. For all future development, the Developer/Owner/Applicant and any future assigns having interests in any of the subject properties shall be subject to applicable processes required in Kuna City Code.
8. Developer/Owner/Applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
9. Developer/Owner/Applicant shall comply with all local, state and federal laws.
10. On any project development plans presented in the future, Locust Grove Road shall be utilized for secondary emergency access only. Primary access to the Subject Parcels must come through another access point.
11. The Applicant shall provide a landscape and maintenance plan for the 20-acre buffer parcel to the north of the subject site, with such plan subject to approval by the City.

SECTION 5 REQUIRED NOTICES TO APPLICANT AND AFFECTED PARTIES

Pursuant to I.C. § 67-6535(2)(b) and KCC 5-4-12, an applicant or affected person has fourteen (14) days after entry of the rezone decision set forth herein to seek reconsideration by submitting a written request to the City. Such written request must identify specific deficiencies in this decision for which reconsideration is sought. Upon reconsideration, the decision may be affirmed, reversed or modified after compliance with applicable procedural standards. The City shall provide a written decision shall to the applicant or affected person within sixty (60) days of receipt of the request for reconsideration. If no decision is issued by the City within sixty (60) days, the request for reconsideration is deemed denied.

Pursuant to I.C. § 67-6535(2)(b) & (3), after exhausting the request for reconsideration remedy described in the prior paragraph, an applicant or affected person may, within twenty-eight (28) days after the decision on reconsideration (or within twenty-eight (28) days after the period to enter decision regarding reconsideration expires), seek judicial review of this decision under Chapter 52 of Title 67, Idaho Code. The judicial review proceedings will not be limited to the issues raised in the request for reconsideration, but also includes review of this decision.

Pursuant to I.C. § 67-6535(3), an applicant has a right to request a regulatory taking analysis pursuant to I.C. § 67-8003.

BY ACTION OF THE CITY COUNCIL of the City of Kuna at its regular meeting held on the 6th day of May 2025.

Joe Stear, Mayor

**RESOLUTION NO. R33-2025
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE REAL ESTATE LEASE AGREEMENT BETWEEN THE CITY OF KUNA, IDAHO AND VETERANS OF FOREIGN WARS.

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 Real Estate Lease Agreement between the City of Kuna, Idaho and Veterans of Foreign Wars, pursuant to the terms of the agreement.

PASSED BY THE COUNCIL of Kuna, Idaho this 6th day of May 2025.

APPROVED BY THE MAYOR of Kuna, Idaho this 6th day of May 2025.

Joe L. Stear, Mayor

ATTEST:

Nathan Stanley, City Clerk

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Lease") is made by and between the City of Kuna, Idaho ("Lessor") and SGT Devin Daniels Post No. 7019 Veterans of Foreign Wars of the United States, Inc. ("Lessee"). Lessor and Lessee may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

A. Lessor is the owner of the real property and structures located at 329 W Main Street, Kuna, Idaho ("Premises").

B. Lessee desires to utilize the Premises as a Veterans of Foreign War Post ("VFW Post") to benefit United States Military Veterans residing in and around the City of Kuna, Idaho.

NOW THEREFORE, in light of the forgoing recitals, which are a material part of this Lease, and in light of the consideration to be received, the Parties agree as follows:

AGREEMENT

1. Term. The Lease has a term of twelve months, commencing on March 1, 2025, and terminating on February 28, 2026. Lessee may request renewal and/or extension of the term of this Lease by written notice at least sixty days before the expiration of this Lease. Any renewal or extension must be approved in writing, and will be at the discretion of Lessor.
2. Rent. Lessee will pay rent to Lessor in the amount of \$1.00 per year. Rent shall be paid within one week of the signing of this Lease. Lessee shall pay all utilities on site including water, sewer, trash, power, gas, and internet.
3. Premises Use. Lessee will use the premises solely for purposes of VFW member meetings, veteran services, and events. A schedule of anticipated regular usage will be provided to Lessor for review, comment, and approval by the City Parks & Recreation Director. Any additions to usage and any events must be requested at least ten days in advance by Lessee to Lessor for review, comment, and approval by the City Parks and Recreation Director. For purposes of facility management and preservation, Lessor reserves the right to deny additional uses or events.
4. Insurance and Indemnification.
 - a. Insurance Obligations. Lessee shall, at its sole cost and expense, obtain and maintain throughout the Term of this Lease a commercial general liability insurance policy, including coverage for bodily injury, property damage, personal injury, and contractual liability, with limits of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate, or such higher amounts as Lessor may reasonably require. The policy shall name Lessor and its agents as additional insureds.

7. Entry. Lessor shall have the right to enter the leased Premises at any reasonable time to examine the same, determine the maintenance and state of repair, and to maintain and/or make Lessor-determined repairs or improvements.
8. Fire or Other Loss. If any structure shall be damaged by fire, the elements or other causes, that are determined to be caused by the acts or negligence of Lessee or its employees, agents, or invitees, Lessee shall promptly restore and repair the Premises. Lessor retains the discretion. In the event of substantial or catastrophic loss, the Lessor will have full discretion to determine whether to pursue restoration, replacement, or repair, or to deem not to re-build and terminate this Lease.
9. Hazardous Waste. Lessee shall not store, generate, or otherwise use or bring upon the property any hazardous waste as defined by federal, state or local laws or regulations.
10. Default. If Lessee defaults in any of the terms of this Agreement for a period of ten (10) days after written notice of default has been sent by Lessor, then Lessor, at its option and in addition to all other legal and equitable remedies, may declare this lease forfeited and terminated and re-enter and repossess the Premises. Upon such forfeiture and termination, all rights of Lessee under this agreement shall immediately terminate. Provided, however, that nothing herein shall be considered an election of remedies or limitation of damages.
11. No Assignment or Sublease. Lessee shall not assign this lease nor sublet the whole or any part thereof without the written consent of Lessor.
12. Notice. Any notice may be served upon the Parties by certified mail at:

Lessor: City of Kuna
 PO Box 13
 Kuna, ID 83634

Lessee: SGT Devin Daniels Post No. 7019
 Veterans of Foreign Wars of the United States, Inc.
 PO Box 84
 Kuna, ID 83634

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

13. Entire Agreement. This is the entire agreement of the Parties and can only be modified or amended in writing by the Parties.
14. Applicable Law. This Lease shall be governed by the laws of the State of Idaho. Venue shall be in the Fourth Judicial District, Ada County, Idaho.

15. Attorney Fees and Costs. If action is brought to enforce the terms or provisions of this Agreement, or to enforce forfeiture for default, or to collect damages for breach, the prevailing party in such action shall be entitled to recover from the losing party reasonable attorney fees together with costs authorized by law.

DATED this _____ day of _____, 2025.

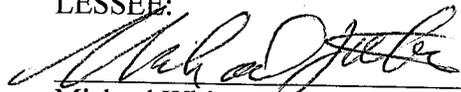
LESSOR:

Joe L. Stear, Mayor
City of Kuna

ATTEST:

Nathan Stanley, City Clerk

LESSEE:



Michael White, Commander
SGT Devin Daniels Post No. 7019
Veterans of Foreign Wars of the United
States, Inc

**RESOLUTION NO. R34-2025
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING IDAHO POWER COMPANY EASEMENT AGREEMENT BETWEEN THE CITY OF KUNA (OWNER) AND IDAHO POWER COMPANY (COMPANY).

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

Section 1. The *Easement Agreement* with Idaho Power Company, 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 6th day of May, 2025.

APPROVED BY THE MAYOR of Kuna, Idaho this 6th day of May, 2025.

Joe L. Stear, Mayor

ATTEST:

Nathan Stanley, City Clerk

EXHIBIT A



PLEASE RETURN TO:

Idaho Power Company
 Corporate Real Estate
 1221 W. Idaho St. (83702)
 P.O. Box 70
 Boise, ID 83707

Easement—Organization

City of Kuna

“Grantor(s)”, does hereby grant and convey to IDAHO POWER COMPANY, a Corporation, with its principal office located at 1221 W. Idaho Street, Boise, Idaho, 83702 (P.O. Box 70, Boise, ID 83707), its licensees, successors, and assigns, (collectively, “Grantee”), for One Dollar and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, a permanent and perpetual easement and right of way, at all times sufficient in width for the installation, erection, continued operation, maintenance, repair, alteration, inspection, and/or replacement of the following:

Combination Facilities:

- (i) Overhead electrical transmission, distribution and communication lines, including fiber optics, and circuits of Grantee, attached to poles or other supports, together with guys, cross-arms, supports, stabilizers, and
- (ii) underground electrical power line or lines generally including, but not limited to, buried power lines and wires, above-ground pad-mounted transformers, junction boxes, cables, conduits, communication lines, including fiber optics, other equipment, and all related appurtenances, any of which may extend above ground, in certain locations to be determined by Grantee at Grantee’s sole and absolute discretion, and
- (iii) any other attachments, appurtenances and incidental equipment relating to the items described in subclause (i) or (ii) above.

All of the foregoing items described in subclause (i), (ii) and (iii) are collectively referred to herein as the “Facilities”. Grantee shall also have the right to permit the attachment and/or use or placement of the wires, fixtures, cables and conduits of other companies or parties (all of the same being included within the definition of “Facilities”).

The easement and right of way granted herein shall be over, on, and across the premises belonging to Grantor(s) in Ada County, State of Idaho, in the location described below:

Grantee is hereby also granted the perpetual right of ingress and egress over Grantor’s other property necessary for the full and complete use, occupation, and enjoyment of the easement hereby granted, and together with all rights and privileges incident thereto, including, but not limited to, (i) the right, at Grantee’s expense, to cut, trim, and remove trees, brush, bushes, sod, flowers, shrubbery, overhanging branches and other obstructions and improvements which may injure or interfere with Grantee’s use, occupation, or enjoyment of this easement, (ii) the right, at Grantee’s expense, to excavate and refill ditches and trenches for the location of the Facilities, and (iii) the right, at Grantee’s expense, to install, construct, operate, inspect, alter, maintain, replace, improve and repair any and all aspects of Grantee’s Facilities on, over, under and across the lands subject to this easement.

The location of the easement and right of way granted herein is described as follows in Exhibit ‘A’ Legal Description and shown on Exhibit ‘B’ Survey Map attached hereto and made a part hereof upon property granted to Grantor under Grantor’s Deed Instrument No. 98116064

Grantor shall not alter the grade or elevation of the land within the right-of-way existing on the date hereof through excavations, grading, installation of berms, or other activities without the prior written approval of Grantee. Grantor shall not place or build any structure(s) within the easement area except fences and except as otherwise approved by Grantee in writing.

This Easement shall run with the land and be binding upon the parties’ successors and assigns.

(Signature page immediately follows)

Checked by: Josh Spurling
 Work Order #: 27656855

Executed and delivered this _____ day of _____, _____.

Signature(s) of Grantor(s) *(Include title where applicable)*:

Corporate Verification

STATE OF _____ }
COUNTY OF _____ } ss.

I, _____ *(Notary's Name)*, a notary public, do hereby certify that on this _____ day of _____, 20 _____, personally appeared before me _____

(Individual's Name Including Title) and _____ *(Individual's*

Name Including Title), who, being by me first duly sworn, declared that he/she/they are respectively the duly authorized person(s) of

_____ *(Organization Name)*, that he/she/they

signed the foregoing document, and acknowledged to me that he/she/they executed the same as the free act and deed on behalf of said organization.

(NOTARY SEAL)

Notary Public
My Commission Expires on _____



EXHIBIT A

LEGAL DESCRIPTION

An easement lying in a portion of Lot 7, Block 1 of the Farm Subdivision No. 1 (Recorded in Book 74 of Plats at Page 7623, Ada County Records) situated in the Northeast 1/4 of the Northeast 1/4 of Section 23, Township 2 North, Range 1 West, Boise Meridian, City of Kuna, Ada County, Idaho affecting the Grantor's parcel described in Deed of Gift Instrument No. 98116064; said easement being more particularly described as follows:

Commencing at a found brass cap marking the Northeast Corner of said Section 23, from which a found 5/8-inch rebar marking the Northwest Corner of said Northeast 1/4 of the Northeast 1/4 of Section 23 bears North 89°56'20" West a distance of 1,321.33 feet; thence following the North line of said Section 23, North 89°56'20" West a distance of 454.81 feet; Thence leaving said North line, South 00°03'40" West a distance of 48.00 feet to a 1/2-inch rebar on the Northerly boundary of said Grantor's parcel and POINT OF BEGINNING;

Thence following the boundary of said Grantor's parcel the following six (6) courses:

1. South 89°56'20" East a distance of 52.04 feet to a found 5/8-inch rebar;
2. South 00°03'40" West a distance of 5.00 feet to a found 5/8-inch rebar;
3. South 89°56'20" East a distance of 326.64 feet to a found 5/8-inch rebar;
4. South 50°29'40" East a distance of 40.32 feet;
5. South 00°03'12" West a distance of 308.03 feet to a found 1/2-inch rebar;
6. North 47°25'02" West a distance of 13.57 feet;

Thence leaving said boundary, North 00°03'12" East a distance of 294.14 feet;

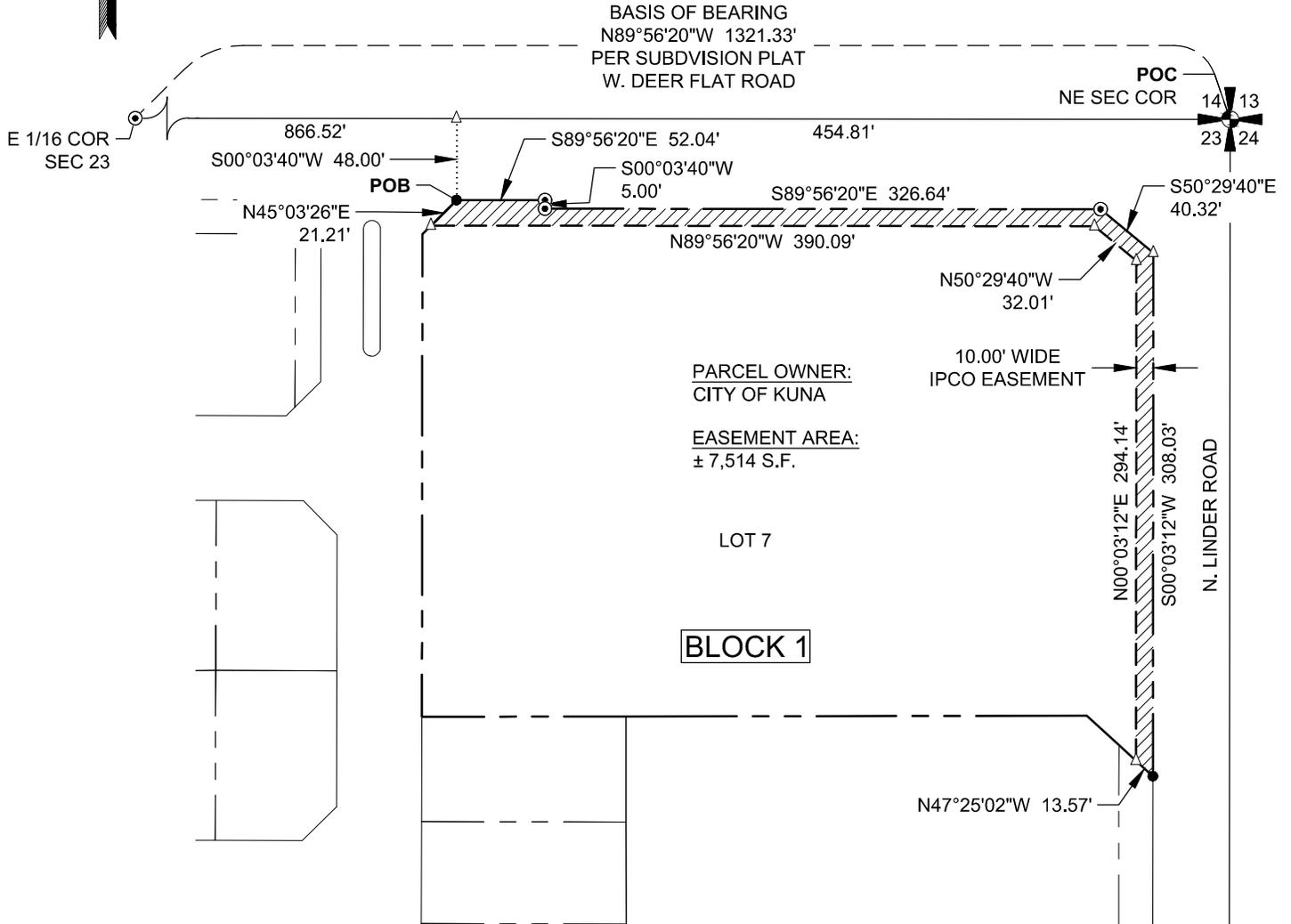
Thence North 50°29'40" West a distance of 32.01 feet;

Thence North 89°56'20" West a distance of 390.09 feet to the Northerly boundary of said Grantor's parcel;

Thence following said Northerly boundary, North 45°03'26" East a distance of 21.21 feet to POINT OF BEGINNING.

Said easement contains 7,514 square feet, more or less.

EXHIBIT B



PARCEL OWNER:
CITY OF KUNA

EASEMENT AREA:
± 7,514 S.F.

LOT 7

BLOCK 1

LEGEND

- △ CALCULATED POINT, NOT SET
- FOUND 1/2" REBAR
- ⊙ FOUND 5/8" REBAR
- ⊕ FOUND BRASS CAP



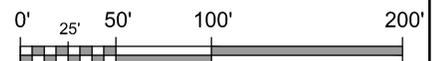
EASEMENT

— — — — — SUBJECT PROPERTY LINE

— — — — — ADJACENT PROPERTY

REFERENCES

DEED OF GIFT:
INSTRUMENT NO. 98116064
RECORD OF SURVEY:
INSTRUMENT NO. 2021-056876
SUBDIVISION PLAT:
THE FARM SUBDIVISION NO. 1
BOOK: 74 PAGE: 7623



DS: WL	SCALE: 1" = 100'	DATE: 03/14/2025
DR: JS	SHT: 1 / 1	WO. NO.: 27656855
SV: JS		

CITY OF KUNA
NE1/4, NE1/4, SEC. 23, T. 2N, R. 1W, B.M
CITY OF KUNA, ADA COUNTY, IDAHO



**RESOLUTION NO. R35-2025
FENCING IMPROVEMENT
CASH BOND
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY HUBBLE HOMES, LLC , FOR SABINO’S ROCKY RIDGE PHASE 1 FOR UNCOMPLETED WORK FOR FENCING PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS SABINO’S ROCKY RIDGE PHASE 1 exists as part of an approved preliminary plat; and

WHEREAS construction plans for **SABINO’S ROCKY RIDGE PHASE 1** were approved by the Kuna City Engineer on **JANUARY 14th, 2025**; and

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

WHEREAS the fencing has not been completed for **SABINO’S ROCKY RIDGE PHASE 1** according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the fencing completion has been estimated at **one hundred twenty-four thousand three hundred ninety dollars and eighty-seven cents (\$124,390.87)** adding 25% for a total of **one hundred fifty-five thousand four hundred and eighty-eight dollars and fifty-eight cents (\$155,488.58)**; and

WHEREAS developer desires to record the final plat for **SABINO’S ROCKY RIDGE PHASE 1** prior to completion of construction; and

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

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Kuna City Engineer is hereby authorized to accept a cash bond in lieu of Fencing construction for **SABINO’S ROCKY RIDGE PHASE 1** under the following terms and conditions:

1. All bid amounts submitted for unfinished construction are valid for the life of the Cash Bond;
2. The Cash Bond is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Cash Bond is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The amount of the check is at least one hundred fifty-five thousand four hundred and eighty-eight dollars and fifty-eight cents (\$155,488.58);

4. No more than fifty percent of available permits can be claimed during the life of the Cash Bond and if improvements are not completed within 120 days of issuance of the Cash Bond, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 6th day of May, 2025.

APPROVED BY THE MAYOR of Kuna, Idaho this 6th day of May, 2025.

Joe L. Stear, Mayor

ATTEST:

Nathan Stanley, City Clerk

CITY OF KUNA FENCING IMPROVEMENT AGREEMENT (CASH BOND)

THIS AGREEMENT is made by and between Hubble Homes, LLC. (hereinafter “Developer”); whose address is 701 S Allen St. Suite 104 Meridian, Idaho, 83642, and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter “City”); whose address is Post Office Box 13, Kuna, Idaho 83634.

WHEREAS, Developer desires to record its final plat for phase one of the development known as Sabino’s Rocky Ridge Subdivision, (“Development”) located in the City of Kuna; and

WHEREAS, City will not sign the final plat unless Developer promises to install and warrant certain Improvements as herein provided and security is provided for that promise as set forth herein.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following Approved Fence Plan for Sabino’s Rocky Ridge Phase 1 Subdivision and the associated Bid for fencing by Meridian Fence.

The bids for said Improvements are attached hereto as **Exhibit A**. The required Improvements are shown on the plans, drawings and specifications previously reviewed and approved by City in connection with the above described Development, and in accordance with the standards and specifications established by the City and adopted by the City Council.

2. Cash Deposit. Developer has executed and delivered to City cash, cashier’s check or wired funds (City to provide financial institution information upon execution of agreement) to the City’s trust account in the aggregate amount one hundred fifty-five thousand four hundred eighty-eight dollars and fifty-eight cents (**\$155,488.58**), for deposit with City in its accounts (the “Cash Deposit”), which includes:
 - a. The initial City Engineer or Public Works Director’s estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the sub-divider's contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;
 - b. To that total, the following additional sums may be added upon the following considerations:
 - i. Three (3) to ten (10) percent for inflation; ten (10) to fifteen (15) percent for

the City's bidding disadvantage; and twelve (12) percent to twenty (20) percent for city project management as determined by the City Engineer or Public Works Director.

3. The Developer and City stipulate the amount to be a reasonable estimate, pursuant to Kuna City Code.
4. If construction of all financially pledged improvements are not completed within one hundred twenty (120) days following the date of recordation of the final plat, no further building permits shall be issued by the City until final completion of all improvements has occurred and the City has inspected and approved them. However, if the remaining improvements are not completed within the one hundred twenty-day period, through no fault of the Developer, the City Engineer or Public Works Director may grant a one-time, one hundred twenty-day (120) time extension. The determination of what may be considered a "no fault circumstance" shall be determined by the City Engineer or Public Works Director.
5. Refund or Withdrawal. City may withdraw funds from Cash Deposit if (1) Improvements are not completed as required by this Agreement within the time period specified in Paragraph 6, or if (2) Improvements are not installed strictly in accordance with Paragraph 1 and written notice of the deficiency has been given to Developer, who has failed to remedy the deficiency within ten (10) days after the notice is sent. In said event, City may withdraw funds from Cash Deposit both (1) those amounts necessary to either complete Improvements as required herein or alter or repair Improvements to conform to the requirements hereof, and (2) City's cost of administration incurred in obtaining Cash Deposit, including attorney's fees and court costs, which shall be deducted from any Cash Deposit. If the amount of Cash Deposit is inadequate to pay the cost of the completion of Improvements according to City's standards or specifications for whatever reason, including previous reductions, Developer shall be responsible for the deficiency and no further building permits shall be issued in the subdivision or development until Improvements are completed or, with City Council approval, a new, satisfactory security has been executed and delivered to City or other satisfactory arrangements have been made to insure completion of the remaining improvements.
6. Preliminary Release. At the time herein provided, but no later than at the time of final inspection and acceptance of all Improvements by City, City will authorize release of all funds comprising Cash Deposit. The release provided for in this paragraph shall occur when City certifies that Improvements are complete, which shall be when Improvements have been installed as required and fully inspected and approved by City, and after as-built drawings have been supplied as required.
7. Non-Release of Developer's Obligations. It is understood and agreed between the parties that the establishment and availability to City of Cash Deposit as herein provided, and any withdrawals there from by City shall not constitute a waiver or estoppel against City and shall not release or relieve Developer from its obligation to install and fully pay for Improvements as required in Paragraph 1 above, and the right of City to withdraw from Cash Deposit shall not affect any rights and remedies of City against Developer for breach

of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from Cash Deposit shall be paid by Developer, including administrative, engineering, legal, labor and materials and other procurement fees and costs.

8. Upon satisfaction of this Agreement, Developer shall provide the City with its financial institution information including account wire transfer information.
9. Binding Effect and Assignment. This Agreement shall be binding upon, and inure to the benefit of, the heirs, officers, agents, legal representatives, successors and assigns of the parties hereto. No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld.
10. Notices. Any notice required or desired to be given hereunder as shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.
11. Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.
12. Governing Law. This Agreement and the performances hereunder shall be governed by the laws of the State of Idaho.
13. Counterparts. The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each counterpart shall be deemed an original.
14. Waiver. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.
15. Captions. The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.
16. Entire Agreement. This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.
17. Default. In the event either party hereto defaults in any of the covenants or agreements

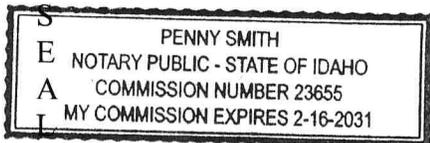
contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

- 18. Time of Essence. The parties agree that time is of the essence in the performance of all duties herein.
- 19. Exhibits. Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.
- 20. Amendment. Any amendment or modifications of this Agreement shall be made in writing, signed by the parties, and attached hereto.
- 21. Extension. The Bond Agreement and security for completion of Improvements described in Paragraph 1 may be extended by written modification of this Agreement only.
- 22. Change of Address. It is the obligation of Developer to provide an updated address should it change during the pendency of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this 17th day of April, 2025.

Austin Edwards
 Austin Edwards
 Authorized Agent
 Hubble Homes, LLC.

On this 17th day of April, 2025, before me Penny Smith, personally appeared Austin Edwards known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same as the Developer and on behalf of Hubble Homes, LLC.



Penny Smith
 Notary Public for Idaho
 My commission expires on 2-16-2031

City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

Attest:

Nathan Stanley, *City Clerk*

STATE OF IDAHO)
 : SS
County of Ada)



702 W Franklin Rd
 Meridian, ID 83642
 ID Lic #-RCE 40928
 OR Lic#-218732

Estimate

Date	Estimate #
3/4/2025	40620

Name / Address
Providence Holdings 851 N Hickory Ave, Suite 105 Meridian, ID 83642

Subdivision: Lot/Block	Terms	PO #	Rep
		Sabino's Rocky Ri...	NDS

Description	Qty	Rate	Total
***Project: Sabino's Rocky Ridge I			
Materials: 6' tall solid 5 X 5 X 96 TAN MM POST	393	30.52501	11,996.33
*ENDS=			
*CORNERS=			
*BLANKS=			
*LINES=			
5" TAN FLAT POST CAP	393	2.21	868.53
Premixed concrete delivered and poured by concrete truck.	393	8.00	3,144.00
7/8 X 57 TAN MM U-CHANNEL	380	2.8175	1,070.65
1-1/2 X 5-1/2 X 72 TAN MM POCKET RAIL	760	10.935	8,310.60
7/8 X 6 X 60-1/4 TAN T/G PICKET	4,370	5.55	24,253.50
Professional Install of Perimeter Fence	2,280	8.00	18,240.00
**Price Per foot \$29.77			
 **materials 6' tall with lattice top 5 X 5 X 96 TAN MM POST	256	30.525	7,814.40
*ENDS=			
*CORNERS=			
*BLANKS=			
*LINES=			
5" TAN FLAT POST CAP	256	2.21	565.76

Estimates are valid for 30 days Deposits must be received within one week of your install date. Changes to project after it has begun may result in a change order fee. Final payment for project is due according to agreed upon terms and any unpaid balance over 30 days from the due date will be subject to a 1.5% finance charge per month. A \$20 fee is also assessed on all returned checks. Please reference all applicable Estimate #'s on check to ensure proper application of deposit. Credit card payments are subject to a 3% processing fee. Refunds on cancelled orders may take up to 10 business days to process.

Meridian Fence offers sprinkler insurance. If not purchased, Meridian Fence is NOT responsible for any damages to sprinklers

Total

Signature



702 W Franklin Rd
Meridian, ID 83642

ID Lic #-RCE 40928
OR Lic #-218732

Estimate

Date	Estimate #
3/4/2025	40620

Name / Address
Providence Holdings 851 N Hickory Ave. Suite 105 Meridian, ID 83642

Subdivision: Lot/Block	Terms	PO #	Rep
		Sabino's Rocky Ri...	NDS

Description	Qty	Rate	Total
PREMIXED CONCRETE DELIVERED (includes all applicable taxes) AND POURED BY CONCRETE TRUCK	256	8.00	2,048.00
7/8 X 57 TAN MM U-CHANNEL	252	2.8175	710.01
1-1/2 X 5-1/2 X 72 TAN MM POCKET RAIL	504	10.935	5,511.24
7/8 X 6 X 60-1/4 TAN T/G PICKET	2,950	5.55	16,372.50
2 X 3-1/2 X 72 TAN MM GATE UPRIGHT	252	14.5425	3,664.71
8' TAN LATTICE U-CHANNEL	63	19.52	1,229.76
4' X 8' TAN LATTICE	84	59.32	4,982.88
Professional Install of 6' tall with lattice top Perimeter Fence	1,512	9.00	13,608.00
**Price per foot \$37.38		0.00	0.00

Estimates are valid for 30 days Deposits must be received within one week of your install date. Changes to project after it has begun may result in a change order fee. Final payment for project is due according to agreed upon terms and any unpaid balance over 30 days from the due date will be subject to a 1.5% finance charge per month. A \$20 fee is also assessed on all returned checks. Please reference all applicable Estimate #'s on check to ensure proper application of deposit. Credit card payments are subject to a 3% processing fee. Refunds on cancelled orders may take up to 10 business days to process.

Meridian Fence offers sprinkler insurance. If not purchased, Meridian Fence is NOT responsible for any damages to sprinklers

Total	\$124,390.87
Signature	_____

**RESOLUTION NO. R36-2025
STREETLIGHT IMPROVEMENT
CASH BOND
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY HUBBLE HOMES, LLC FOR SABINO'S ROCKY RIDGE PHASE 1 FOR UNCOMPLETED WORK FOR STREETLIGHTING PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS SABINO'S ROCKY RIDGE PHASE 1 exists as part of an approved preliminary plat; and

WHEREAS construction plans for **SABINO'S ROCKY RIDGE PHASE 1** were approved by the Kuna City Engineer on **JANUARY 14TH, 2025**; and

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

WHEREAS the streetlighting has not been completed for **SABINO'S ROCKY RIDGE PHASE 1** according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the streetlight completion has been estimated at **Two Hundred Thirty-Four Thousand, Five Hundred Eighty-Five Dollars And Zero Cents (\$234,585.00)** adding 25% for a total of **Two Hundred Ninety-Three Thousand, Two Hundred and Thirty-One Dollars And Twenty-Five Cents (\$293,231.25)**; and

WHEREAS developer desires to record the final plat for **SABINO'S ROCKY RIDGE PHASE 1** prior to completion of construction; and

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

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Kuna City Engineer is hereby authorized to accept a cash bond in lieu of Streetlight construction for **SABINO'S ROCKY RIDGE PHASE 1** under the following terms and conditions:

1. All bid amounts submitted for unfinished construction are valid for the life of the Cash Bond;
2. The Cash Bond is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Cash Bond is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
3. The amount of the check is at least **Two Hundred Ninety-Three Thousand, Two Hundred and Thirty-One Dollars And Twenty-Five Cents (\$293,231.25)**;

4. No more than fifty percent of available permits can be claimed during the life of the Cash Bond and if improvements are not completed within 120 days of issuance of the Cash Bond, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 6th day of May, 2025.

APPROVED BY THE MAYOR of Kuna, Idaho this 6th day of May, 2025.

Joe L. Stear, Mayor

ATTEST:

Nathan Stanley, City Clerk

CITY OF KUNA STREETLIGHT IMPROVEMENT AGREEMENT (CASH BOND)

THIS AGREEMENT is made by and between Hubble Homes, LLC. (hereinafter “Developer”); whose address is 701 S Allen St. Suite 104 Meridian, Idaho 83642, and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter “City”); whose address is Post Office Box 13, Kuna, Idaho 83634.

WHEREAS, Developer desires to record its final plat for phase one of the development known as Sabino’s Rocky Ridge Subdivision, (“Development”) located in the City of Kuna; and

WHEREAS, City will not sign the final plat unless Developer promises to install and warrant certain Improvements as herein provided and security is provided for that promise as set forth herein.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the Approved Street Light Plan for Sabino’s Rocky Ridge Phase One and the associated Bid for street lighting by Rocky Mountain Electric.

The bids for said Improvements are attached hereto as **Exhibit A**. The required Improvements are shown on the plans, drawings and specifications previously reviewed and approved by City in connection with the above described Development, and in accordance with the standards and specifications established by the City and adopted by the City Council.

2. Cash Deposit. Developer has executed and delivered to City cash, cashier’s check or wired funds (City to provide financial institution information upon execution of agreement) to the City’s trust account in the aggregate amount two hundred ninety-three thousand two hundred thirty-one dollars and twenty-five cents (**\$293,231.25**), for deposit with City in its accounts (the “Cash Deposit”), which includes:
 - a. The initial City Engineer or Public Works Director’s estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the sub-divider's contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;
 - b. To that total, the following additional sums may be added upon the following considerations:
 - i. Three (3) to ten (10) percent for inflation; ten (10) to fifteen (15) percent for

the City's bidding disadvantage; and twelve (12) percent to twenty (20) percent for city project management as determined by the City Engineer or Public Works Director.

3. The Developer and City stipulate the amount to be a reasonable estimate, pursuant to Kuna City Code.
4. If construction of all financially pledged improvements are not completed within one hundred twenty (120) days following the date of recordation of the final plat, no further building permits shall be issued by the City until final completion of all improvements has occurred and the City has inspected and approved them. However, if the remaining improvements are not completed within the one hundred twenty-day period, through no fault of the Developer, the City Engineer or Public Works Director may grant a one-time, one hundred twenty-day (120) time extension. The determination of what may be considered a "no fault circumstance" shall be determined by the City Engineer or Public Works Director.
5. Refund or Withdrawal. City may withdraw funds from Cash Deposit if (1) Improvements are not completed as required by this Agreement within the time period specified in Paragraph 6, or if (2) Improvements are not installed strictly in accordance with Paragraph 1 and written notice of the deficiency has been given to Developer, who has failed to remedy the deficiency within ten (10) days after the notice is sent. In said event, City may withdraw funds from Cash Deposit both (1) those amounts necessary to either complete Improvements as required herein or alter or repair Improvements to conform to the requirements hereof, and (2) City's cost of administration incurred in obtaining Cash Deposit, including attorney's fees and court costs, which shall be deducted from any Cash Deposit. If the amount of Cash Deposit is inadequate to pay the cost of the completion of Improvements according to City's standards or specifications for whatever reason, including previous reductions, Developer shall be responsible for the deficiency and no further building permits shall be issued in the subdivision or development until Improvements are completed or, with City Council approval, a new, satisfactory security has been executed and delivered to City or other satisfactory arrangements have been made to insure completion of the remaining improvements.
6. Preliminary Release. At the time herein provided, but no later than at the time of final inspection and acceptance of all Improvements by City, City will authorize release of all funds comprising Cash Deposit. The release provided for in this paragraph shall occur when City certifies that Improvements are complete, which shall be when Improvements have been installed as required and fully inspected and approved by City, and after as-built drawings have been supplied as required.
7. Non-Release of Developer's Obligations. It is understood and agreed between the parties that the establishment and availability to City of Cash Deposit as herein provided, and any withdrawals there from by City shall not constitute a waiver or estoppel against City and shall not release or relieve Developer from its obligation to install and fully pay for Improvements as required in Paragraph 1 above, and the right of City to withdraw from Cash Deposit shall not affect any rights and remedies of City against Developer for breach

of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from Cash Deposit shall be paid by Developer, including administrative, engineering, legal, labor and materials and other procurement fees and costs.

8. Upon satisfaction of this Agreement, Developer shall provide the City with its financial institution information including account wire transfer information.
9. Binding Effect and Assignment. This Agreement shall be binding upon, and inure to the benefit of, the heirs, officers, agents, legal representatives, successors and assigns of the parties hereto. No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld.
10. Notices. Any notice required or desired to be given hereunder as shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.
11. Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.
12. Governing Law. This Agreement and the performances hereunder shall be governed by the laws of the State of Idaho.
13. Counterparts. The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each counterpart shall be deemed an original.
14. Waiver. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.
15. Captions. The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.
16. Entire Agreement. This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.
17. Default. In the event either party hereto defaults in any of the covenants or agreements

contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

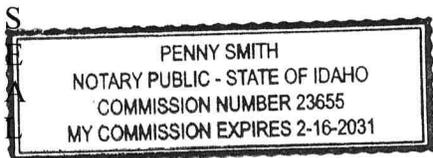
- 18. Time of Essence. The parties agree that time is of the essence in the performance of all duties herein.
- 19. Exhibits. Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.
- 20. Amendment. Any amendment or modifications of this Agreement shall be made in writing, signed by the parties, and attached hereto.
- 21. Extension. The Bond Agreement and security for completion of Improvements described in Paragraph 1 may be extended by written modification of this Agreement only.
- 22. Change of Address. It is the obligation of Developer to provide an updated address should it change during the pendency of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this 17th day of April, 2025.

Austin Edwards

Austin Edwards
Authorized Agent
Hubble Homes, LLC.

On this 17th day of April, 2025, before me Penny Smith, personally appeared Austin Edwards known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same as the Developer and on behalf of the Hubble Homes, LLC.



Penny Smith
Notary Public for Idaho
My commission expires on 2-16-2031

City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

Attest:

Nathan Stanley, *City Clerk*

STATE OF IDAHO)
 : SS
County of Ada)



Rocky Mountain Electric

COMMERCIAL • INDUSTRIAL • RESIDENTIAL

PROPOSAL SUBMITTED TO:

NAME	Hubble Homes, LLC	JOB NAME	Sabino's Rocky Ridge Sub #1 Street LTG	
STREET	701 South Allen Street #104	STREET	N. Ten Mile Rd. & W. Hubbard Rd.	
CITY	Meridian	CITY/STATE	Kuna, Idaho	
STATE	Idaho 83642	PHONE		
PHONE	(208) 433-8800	Attn:	Benton Wickersham	DATE : 12/31/2024

This bid is based on the 'Sabinos Rocky Ridge #1- Street Lights.pdf' document emailed to us on 12/19/24 and includes the following scope of work **only**:

All necessary labor, materials and equipment to complete the electrical portion of the work as described below is included with an electrical permit fee.

- Scope of Work:** (furnished & installed UNO)
- > (10) 'Interior' Street pole lights w/ associated circuitry
 - > (11) 'Frontage' Street pole lights w/ associated circuitry
 - > (2) Meter Pedestals
 - > (1) Circuitry/connection for irrigation timeclock

- Bid Clarifications:**
- > **Material/equipment leads times TBD at time of order**
 - > Includes: Concrete pole foundations, excavation/bedding/backfill/compaction (for our scope of work)
 - > Excludes: Utility-related scope/ fees (of any kind), Engineering/fees, cutting/patching/painting (of any surface types), surveying, rock excavation, water control, horizontal boring, concrete aprons/flatwork, traffic control, ROW permit(s)

SOV:

> 'Frontage' Trenching/Conduit/Wire	\$60,549
> 'Frontage' Poles/Fixtures/Bases	\$90,824
> 'Interior' Trenching/Conduit/Wire	\$32,877
> 'Interior' Poles/Fixtures/Bases	\$49,315
> Sprinkler Time Clock	\$1,020

We hereby propose to furnish labor and materials - complete in accordance with the above specifications, for the sum of:

TWO HUNDRED AND THIRTY FOUR THOUSAND FIVE HUNDRED AND EIGHTY FIVE
dollars(\$ **234,585**) with payment to made as follows

monthly draws paid by the 15th of the following month

All work to be completed in a workmanshiplike manner according to the standard practices. Any alteration or deviation from the above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents, or delays beyond our control. Owner to carry fire, tornado, and other necessary insurance. Our employees are fully covered by Workers' Compensation Insurance. If necessary to file court action for the collection of money, buyer agrees to pay all court costs and attorney's fees.

DAVID BONNER
Estimator

AUTHORIZED SIGNATURE: _____
NOTE: This proposal may be withdrawn if not accepted within 15 days

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Accepted: _____ Signature _____

Date: _____ Signature _____

On past due accounts, a service charge of 1.5% per month will be added to the account computed to the unpaid balance on billing date (APR 18%)

**RESOLUTION NO. R37-2025
LANDSCAPE IMPROVEMENT
CASH BOND
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO APPROVING A PERFORMANCE BOND BY HUBBLE HOMES, LLC, FOR SABINO'S ROCKY RIDGE PHASE 1 UNCOMPLETED WORK FOR LANDSCAPING PURSUANT TO THE TERMS OF THIS RESOLUTION.

WHEREAS SABINO'S ROCKY RIDGE PHASE 1 exists as part of an approved preliminary plat; and

WHEREAS construction plans for **SABINO'S ROCKY RIDGE PHASE 1** were approved by the Kuna City Engineer on **JANUARY 14th, 2025**; and

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

WHEREAS the landscaping has not been completed for **SABINO'S ROCKY RIDGE PHASE 1** according to the approved construction plans and developer seeks to bond for the unfinished work; and

WHEREAS the landscaping completion has been estimated at **THREE HUNDRED THIRTY-EIGHT THOUSAND, THREE HUNDRED EIGHTY DOLLARS AND FORTY CENTS (\$338,380.40)** adding 25% for a total of **FOUR HUNDRED TWENTY-TWO THOUSAND, NINE HUNDRED SEVENTY-FIVE DOLLARS AND FIFTY CENTS (\$422,975.50)**; and

WHEREAS developer desires to record the final plat for **SABINO'S ROCKY RIDGE PHASE 1** prior to completion of construction; and

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

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Kuna City Engineer is hereby authorized to accept a cash bond in lieu of Landscape construction for **SABINO'S ROCKY RIDGE PHASE 1** under the following terms and conditions:

1. All bid amounts submitted for unfinished construction are valid for the life of the Cash Bond;
2. The Cash Bond is irrevocable, is drawn upon an FDIC or FSLIC insured institution, is an institution with an office where presentment can be made within 50 miles of Kuna City Hall, the Cash Bond is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;

3. The amount of the check is at least **FOUR HUNDRED TWENTY-TWO THOUSAND, NINE HUNDRED SEVENTY-FIVE DOLLARS AND FIFTY CENTS (\$422,975.50)**;
4. No more than fifty percent of available permits can be claimed during the life of the Cash Bond and if improvements are not completed within 120 days of issuance of the Cash Bond, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 6th day of May, 2025.

APPROVED BY THE MAYOR of Kuna, Idaho this 6th day of May, 2025.

Joe L. Stear, Mayor

ATTEST:

Nathan Stanley, City Clerk

CITY OF KUNA LANDSCAPE IMPROVEMENT AGREEMENT (CASH BOND)

THIS AGREEMENT is made by and between Hubble Homes, LLC., (hereinafter "Developer"); whose address is 701 S Allen St. Suite 104 Meridian, Idaho 83642, and CITY OF KUNA, a municipal corporation of the State of Idaho, (hereinafter "City"); whose address is Post Office Box 13, Kuna, Idaho 83634.

WHEREAS, Developer desires to record its final plat for phase one of the development known as Sabino's Rocky Ridge Subdivision, ("Development") located in the City of Kuna; and

WHEREAS, City will not sign the final plat unless Developer promises to install and warrant certain Improvements as herein provided and security is provided for that promise as set forth herein.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Installation of Improvements. Developer agrees to complete and pay the total costs of all Improvements required by City and those specified in the following Approved Landscape Plan for Sabino's Rocky Ridge Phase 1 and the associated Bid for landscaping by Power Enterprises.

The bids for said Improvements are attached hereto as **Exhibit A**. The required Improvements are shown on the plans, drawings and specifications previously reviewed and approved by City in connection with the above described Development, and in accordance with the standards and specifications established by the City and adopted by the City Council.

2. Cash Deposit. Developer has executed and delivered to City cash, cashier's check or wired funds (City to provide financial institution information upon execution of agreement) to the City's trust account in the aggregate amount of four hundred twenty-two thousand nine hundred seventy-five dollars and fifty cents (**\$422,975.50**), for deposit with City in its accounts (the "Cash Deposit"), which includes:
 - a. The initial City Engineer or Public Works Director's estimated cost of the remaining work shall as determined, in part, from the detailed bids provided by the sub-divider's contractors in an amount, plus twenty-five (25) percent, for an amount of one hundred twenty-five (125) percent;
 - b. To that total, the following additional sums may be added upon the following considerations:
 - i. Three (3) to ten (10) percent for inflation; ten (10) to fifteen (15) percent for

the City's bidding disadvantage; and twelve (12) percent to twenty (20) percent for city project management as determined by the City Engineer or Public Works Director.

3. The Developer and City stipulate the amount to be a reasonable estimate, pursuant to Kuna City Code.
4. If construction of all financially pledged improvements are not completed within one hundred twenty (120) days following the date of recordation of the final plat, no further building permits shall be issued by the City until final completion of all improvements has occurred and the City has inspected and approved them. However, if the remaining improvements are not completed within the one hundred twenty-day period, through no fault of the Developer, the City Engineer or Public Works Director may grant a one-time, one hundred twenty-day (120) time extension. The determination of what may be considered a "no fault circumstance" shall be determined by the City Engineer or Public Works Director.
5. Refund or Withdrawal. City may withdraw funds from Cash Deposit if (1) Improvements are not completed as required by this Agreement within the time period specified in Paragraph 6, or if (2) Improvements are not installed strictly in accordance with Paragraph 1 and written notice of the deficiency has been given to Developer, who has failed to remedy the deficiency within ten (10) days after the notice is sent. In said event, City may withdraw funds from Cash Deposit both (1) those amounts necessary to either complete Improvements as required herein or alter or repair Improvements to conform to the requirements hereof, and (2) City's cost of administration incurred in obtaining Cash Deposit, including attorney's fees and court costs, which shall be deducted from any Cash Deposit. If the amount of Cash Deposit is inadequate to pay the cost of the completion of Improvements according to City's standards or specifications for whatever reason, including previous reductions, Developer shall be responsible for the deficiency and no further building permits shall be issued in the subdivision or development until Improvements are completed or, with City Council approval, a new, satisfactory security has been executed and delivered to City or other satisfactory arrangements have been made to insure completion of the remaining improvements.
6. Preliminary Release. At the time herein provided, but no later than at the time of final inspection and acceptance of all Improvements by City, City will authorize release of all funds comprising Cash Deposit. The release provided for in this paragraph shall occur when City certifies that Improvements are complete, which shall be when Improvements have been installed as required and fully inspected and approved by City, and after as-built drawings have been supplied as required.
7. Non-Release of Developer's Obligations. It is understood and agreed between the parties that the establishment and availability to City of Cash Deposit as herein provided, and any withdrawals there from by City shall not constitute a waiver or estoppel against City and shall not release or relieve Developer from its obligation to install and fully pay for Improvements as required in Paragraph 1 above, and the right of City to withdraw from Cash Deposit shall not affect any rights and remedies of City against Developer for breach

of any covenant herein, including the covenants of Paragraph 1 of this Agreement. Further, Developer agrees that if City withdraws from Cash Deposit and performs or causes to be performed the installation or warranty work required of Developer hereunder, then any and all costs incurred by City in so doing which are not collected by City by withdrawing from Cash Deposit shall be paid by Developer, including administrative, engineering, legal, labor and materials and other procurement fees and costs.

8. Upon satisfaction of this Agreement, Developer shall provide the City with its financial institution information including account wire transfer information.
9. Binding Effect and Assignment. This Agreement shall be binding upon, and inure to the benefit of, the heirs, officers, agents, legal representatives, successors and assigns of the parties hereto. No party shall assign or transfer any rights under this Agreement without the prior written consent of the other first obtained, which consent shall not be unreasonably withheld.
10. Notices. Any notice required or desired to be given hereunder as shall be deemed sufficient if sent by certified mail, postage prepaid, addressed to the respective parties at the addresses shown in the preamble.
11. Severability. Should any portion of this Agreement for any reason be declared invalid or unenforceable, the invalidity of such portion shall not affect the validity of any of the remaining portions and the same shall be deemed in full force and effect as if this Agreement had been executed with the invalid portions eliminated.
12. Governing Law. This Agreement and the performances hereunder shall be governed by the laws of the State of Idaho.
13. Counterparts. The fact that the parties hereto execute multiple but identical counterparts of this Agreement shall not affect the validity or efficacy of their execution, and such counterparts, taken together, shall constitute one and the same instrument, and each counterpart shall be deemed an original.
14. Waiver. No waiver of any of the provisions of this Agreement shall operate as a waiver of any other provision, regardless of any similarity that may exist between such provisions, nor shall a waiver in one instance operate as a waiver in any future event. No waiver shall be binding unless executed in writing by the waiving party.
15. Captions. The captions preceding the paragraphs of this Agreement are for convenience only and shall not affect the interpretation of any provision herein.
16. Entire Agreement. This Agreement, together with its exhibits and the approved plans and specifications referred to, contains the entire and integrated agreement of the parties with respect to the subject matter hereof, and no prior or contemporaneous promises, representations, warranties, inducements, or understandings between the parties pertaining to the subject matter hereof which are not contained herein shall be of any force or effect.
17. Default. In the event either party hereto defaults in any of the covenants or agreements

contained herein, the defaulting party shall pay all costs and expenses, including a reasonable attorney's fee, incurred by the other party in enforcing its rights hereunder whether incurred through litigation or otherwise.

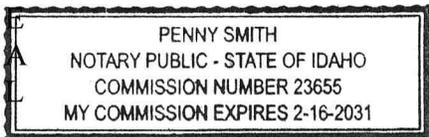
- 18. Time of Essence. The parties agree that time is of the essence in the performance of all duties herein.
- 19. Exhibits. Any exhibit(s) to this Agreement are incorporated herein by this reference, and failure to attach any such exhibit shall not affect the validity of this Agreement or of such exhibit. An unattached exhibit is available from the records of the parties.
- 20. Amendment. Any amendment or modifications of this Agreement shall be made in writing, signed by the parties, and attached hereto.
- 21. Extension. The Bond Agreement and security for completion of Improvements described in Paragraph 1 may be extended by written modification of this Agreement only.
- 22. Change of Address. It is the obligation of Developer to provide an updated address should it change during the pendency of this agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this 17th day of April, 2025.

Austin Edwards
 Austin Edwards
 Authorized Agent
 Hubble Homes, LLC.

On this 17th day of April, 2025, before me Penny Smith, personally appeared Austin Edwards known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he/she executed the same as the Developer and on behalf of the Hubble Homes, LLC.

S



Penny Smith
 Notary Public for Idaho
 My commission expires on 2-16-2031

City of Kuna, Idaho

(seal)

By Joe Stear
Mayor

Attest:

Nathan Stanley, *City Clerk*

STATE OF IDAHO)
 : SS
County of Ada)

Proposal POWER ENTERPRISES 16131 Franklin Road Nampa, ID 83687 Phone (208) 461-4670 Fax (208) 461-4354						
PROPOSAL SUBMITTED TO: Hubble Homes			PHONE: Benton Wickersham		DATE: 1/10/2025	
STREET:			JOB NAME/LOCATION: Sabinos Rocky Ridge 1			
CITY, STATE and ZIP CODE:			DATE OF PLANS: 11/9/2023 Last Revised 8/30/2024			
			ID Bureau of Occupational License #		RCE-616	
			State of ID Public Works License #		040689 - C - 4	
Item	Description	Quantity	Unit	Unit Cost	Sub-Total	
1	Sprinkler System	1	ls	\$90,562.00	\$90,562.00	
2	Sleeving	1	ls	\$3,265.00	\$3,265.00	
3	Machine/Crew Grading	1	ls	\$17,212.00	\$17,212.00	
4	Sod	125,980	sf	\$0.58	\$73,068.40	
5	Bed Area - 1" Mini Permacback over fabric	170	cy	\$135.00	\$22,950.00	
6	Trees: 2" Deciduous	108	ea	\$440.00	\$47,520.00	
7	Trees: 6-8' Conifer	109	ea	\$580.00	\$63,220.00	
8	Plants: 2 gallon	228	ea	\$34.00	\$7,752.00	
9	Plants: 1 gallon	431	ea	\$21.00	\$9,051.00	
10	1' Mow Strip (non-irrigated along grass fence lines)	28	cy	\$135.00	\$3,780.00	
11	Option: 1 year Maintenance = \$34,534 (Billed in 9 monthly installments of \$3,837.13 each.)					
12						
13						
14						
15	Exclusions: Soil amendments, topsoil import, root barrier, signage, concrete, pavers, pathways, fencing, site fixtures, structures, and drainage systems.					
16	Notes: 1. Topsoil from onsite stockpiles shall be placed and rough graded to 2/10 by site contractor. 2. 1 year maintenance option excludes Winter months. 3. Cost increases will be added to the contract if landscape is installed after 2025.					
17						
					Total	\$338,380.40
QUALIFICATIONS						
If additional off-site topsoil is required, cost will be \$65.00 / CY						
Rough Grade within 2/10						
Bond not included, but can be provided upon request at an additional cost to customer.						
Plant material warranted 1 year						
Developer/General Contractor/Owner is responsible to specifically mark all property lines prior to irrigation and landscape installation.						
No Signage						
Adequate pressure and volume of water to be supplied by Developer/General Contractor/Owner						
All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.				Morgan Jenkins 208-697-2618 Note: This proposal may be withdrawn by Power if not accepted within 30 days.		
Acceptance of Proposal --The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.				Signature _____		
Date of Acceptance: _____				Signature _____		

**RESOLUTION NO. R38-2025
CITY OF KUNA, IDAHO**

A RESOLUTION OF THE CITY COUNCIL OF KUNA, IDAHO AUTHORIZING THE MAYOR TO SIGN; AND AUTHORIZING THE MAYOR TO EXECUTE THE RELEASE OF DEVELOPMENT AGREEMENT WITH JAPHETH, LLC, AN IDAHO LIMITED LIABILITY COMPANY (“THE OWNER”) AND MIRIAM, LLC, AN IDAHO LIMITED LIABILITY COMPANY (“THE OWNER”) AND THE CITY OF KUNA; AND THE CITY CLERK TO ATTEST TO SAID SIGNATURE AND EXECUTION.

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

Section 1. The Mayor is hereby authorized to sign, attached hereto as “**EXHIBIT A**” the Release of Development agreement with Japheth, LLC an Idaho Limited Liability Company (“The Owner”) and Miriam, LLC an Idaho Limited Liability Company (“The Owner”) and the City Clerk is hereby authorized to attest to said signature.

Section 2. The Mayor of the City of Kuna, Idaho is hereby authorized to execute said Release of Development 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 6th day of May, 2025.

APPROVED BY THE MAYOR of Kuna, Idaho this 6th day of May, 2025.

Joe L. Stear, Mayor

ATTEST:

Nathan Stanley, City Clerk

Recording Requested By and
When Recorded Return to:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

Notice of Release of Development

IN ACKNOWLEDGEMENT of the action of the City Council for the City of Kuna, Idaho on May 6, 2025, and after notice and public hearing on January 21, 2025 (findings approved on February 4, 2025), the City Council for the City of Kuna, Idaho did release the Development Agreement recorded against the Real Property, as evidenced by EXHIBIT A, as attached hereto, and described in the Development Agreement and recorded at the Ada County, Idaho Recorder's Office on June 28, 2023, as Instrument No. 2023-037093.

IN WITNESS WHEREOF, the Parties hereto, having been duly authorized, have executed this Development Agreement Modification to be effective on the Effective Date.

CITY:
CITY OF KUNA, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho

OWNER:
Miriam, LLC, Idaho Limited Liability Company

By: _____
Joe Stear, Mayor

By: _____
_____, Member

OWNER:
Japheth, LLC, Idaho Limited Liability Company

By: _____
_____, Member

Attest:

By: _____
Nathan Stanley, City Clerk

CITY ATTORNEY APPROVAL AS TO
FORM AND AUTHORITY

The foregoing Agreement has been received by the undersigned attorney, who has opined that it is in proper form and within the power and authority granted under the laws of the state of Idaho to the City of Kuna.

Marc Bybee, City Attorney

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this ___ day of _____, 2025, before me, the undersigned, a Notary Public in and for said State, personally appeared **Joe Stear**, known or identified to me to be the Mayor of the City of Kuna, the municipal corporation that executed the instrument or the person who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

EXHIBIT A

07/11/2022

Recording Requested By and
When Recorded Return to:

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

ADA COUNTY RECORDER Trent Tripple
BOISE IDAHO Pgs=71 VICTORIA BAILEY
CITY OF KUNA, IDAHO

2023-037093
06/28/2023 11:36 AM
NO FEE

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

City of Kuna / Lamp District DEVELOPMENT AGREEMENT

[Idaho Code § 67-6511A and Chapter 14 of Title 5 Kuna City Code]

Parties to the Agreement:

City of Kuna	"City"	City Hall 751 W 4th Street Kuna, Idaho 83634
Miriam, LLC	"Owner"	Miriam, LLC 715 Blue Spruce Road Alpine, UT 84004
Japheth, LLC	"Owner"	Japheth, LLC 715 Blue Spruce Road Alpine, UT 84004
Riley Planning Services LLC	"Developer"	Riley Planning Services LLC Attn: Penelope Constantikes PO Box 405 Boise, ID 83701

07/11/2022

Recording Requested By and
When Recorded Return to:

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

SPACE ABOVE THIS LINE FOR RECORDER'S USE ONLY

**City of Kuna / Lamp District
DEVELOPMENT AGREEMENT**

[Idaho Code § 67-6511A and Chapter 14 of Title 5 Kuna City Code]

Parties to the Agreement:

City of Kuna

"City"

City Hall
751 W 4th Street
Kuna, Idaho 83634

Miriam, LLC

"Owner"

Miriam, LLC
715 Blue Spruce Road
Alpine, UT 84004

Japheth, LLC

"Owner"

Japheth, LLC
715 Blue Spruce Road
Alpine, UT 84004

Riley Planning Services LLC

"Developer"

Riley Planning Services LLC
Attn: Penelope Constantikes
PO Box 405
Boise, ID 83701

07/11/2022

TABLE OF CONTENTS

SECTION 1 Definitions..... 3

SECTION 2 Recitals 8

SECTION 3 Annexation..... 10

SECTION 4 Project Zoning and Land Use Approvals 10

SECTION 5 Process, Standards and Criteria for Project Changes in Existing Uses
and Improvements..... 11

SECTION 6 Infrastructure Systems Development Construction Standards 19

SECTION 7 Infrastructure Systems Construction Access and Operations 19

SECTION 8 Term 20

SECTION 9 Agreement Modifications and Project Approval Amendments..... 21

SECTION 10 Vested Rights..... 21

SECTION 11 Infrastructure Systems Ownership and Maintenance 22

SECTION 12 Default..... 23

SECTION 13 Mortgages 26

SECTION 14 Shared Legal Defense of This Agreement 27

SECTION 15 Notices and Filings..... 26

SECTION 16 Applicants Assignment of Agreement Rights 27

SECTION 17 Miscellaneous..... 28

LIST OF EXHIBITS

EXHIBIT A Subject Real Property Annexation Legal Description 34

EXHIBIT B Subject Real Property Zone Change Legal Description.....41

EXHIBIT C Concept Development Plan..... 46

EXHIBIT D House Bill 389..... 47

07/11/2022

CITY OF KUNA/LAMP DISTRICT DEVELOPMENT AGREEMENT

THIS DEVELOPMENT AGREEMENT (this "**Agreement**") is entered into by and between the CITY OF KUNA, a municipal corporation organized and existing under the laws of the state of Idaho, by and through its Mayor ("**City**") and Miriam, LLC, an Idaho limited liability company ("**Owner**"), Japheth, LLC, an Idaho limited liability company ("**Owner**") and Riley Planning Services LLC, and Idaho limited liability company ("**Developer**"), and their successors and/or assigns.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and agreed, and in consideration of the Recitals and Definitions, and in consideration of the premises and the mutual representations, covenants and agreements hereinafter contained, City, Developer and Owners represent, covenant and agree as follows:

SECTION 1 Definitions

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

- 1.1 **ACHD:** Means and refers to the Ada County Highway District, a countywide highway district organized and existing pursuant to Chapter 14 of Title 40, Idaho Code.
- 1.2 **Act:** Means and refers to the Local Land Use Planning Act as codified in Chapter 65 of Title 67, Idaho Code.
- 1.3 **Ada County:** Means and refers to Ada County, Idaho.
- 1.4 **Agreement:** Means and refers to this "**City of Kuna/Lamp District Annexation and Zoning Development Agreement,**" which may be referred to and cited as the "**Lamp District Development Agreement.**"
- 1.5 **Annexation Application:** Means and refers to Applicants' application to the City regarding the Subject Real Property requesting its annexation into the City.
- 1.6 **Annexation Statute:** Means and refers to Idaho Code Section 50-222.
- 1.7 **Applicants:** Means and refers to the Developer and the Owner. This term may appear in this Agreement in the singular or the plural.

07/11/2022

- 1.8 Applications:** Means and refers to all of the Applicants' applications to the City regarding the Subject Real Property including the Annexation and Zoning, and Combination Preliminary and Final Plat Applications.
- 1.9 City:** Means and refers to the City of Kuna, an Idaho Municipal Corporation and Party to this Agreement.
- 1.10 City Authority:** Means and refers to the following:
- The annexation authority of the City pursuant to the Annexation Statute to annex lands, which are adjacent to the existing City boundaries upon consent of the Owners, when the annexation of those lands is reasonably necessary to assure the orderly development of the City which is efficient and economically viable of both tax-supported and fee-supported City services and equitably allocates the costs of public services in the management and development of the urban fringe of the City; and
 - The authority of the City pursuant to the Act (I.C. § § 67-6503) to exercise the powers conferred by the Act; and to *ensure that adequate public facilities and services are provided to the people at reasonable cost*; (I.C. § § 67-6502 (b)).
- 1.11 City Council:** Means and refers to the City Council of the City.
- 1.12 City Fees:** Means and refers to the fees for services as established and charged by the City.
- 1.13 City Property Tax Supported Services:** Means and refers to the City services and operations which are not City Proprietary Fee Supported Services, and which are either partially funded or totally funded by property taxes.
- 1.14 City Proprietary Fee Supported Services:** Means and refers to the following services provided by the City which are funded by City proprietary fees including the sanitary sewer, domestic water, irrigation water and solid waste disposal services.
- 1.15 Combination Preliminary and Final Plat Application:** Means and refers to Applicants' application to the City regarding the Subject Real Property requesting three (3) lot preliminary and final plat approval.
- 1.16 Comprehensive Plan:** Means and refers to the City of Kuna Comprehensive Plan, as it exists on the Effective Date.
- 1.17 Concept Development Plan:** Means and refers to the conceptual replat plan of the Subject Real Property which is attached in **Exhibit C**, in which the property shall develop in substantial conformance.

07/11/2022

- 1.18 Developed:** Means and refers to the completion of development of a Project or phases of a Project by the Applicants in accordance with the provisions of this Agreement.
- 1.19 Developer:** Means and refers to Riley Planning Services LLC, an Idaho limited liability company authorized to do business in Idaho which is one of the Applicants and is a Party to this Agreement.
- 1.20 Drainage System:** Means and refers to a drainage and flood control system and facilities for collection, diversion, detention, retention, dispersal, use and discharge of drain water.
- 1.21 Effective Date:** Means and refers to the date upon which this Agreement takes effect, which is the same date that the City's Annexation Ordinance and Zone Changing Ordinance take effect.
- 1.22 Existing Improvements:** Means and refers to the existing improvements located upon the Subject Real Property on the Effective Date which are as follows: single family home, outbuildings, irrigation laterals and ditches.
- 1.23 Existing Uses:** Means and refers to the existing uses of the Subject Real Property on the Effective Date, which are as follows: two (2) residences and outbuildings.
- 1.24 Green Space:** Means and refers to open-space areas, whether public or private, reserved for parks or other "green spaces", which exclusively includes any of the following: plant life, water features, other kinds of natural environments and pathways, recreational facilities, and/or park appurtenances.
- 1.25 H.B. 389:** Means and refers to House Bill No. 389 approved by the Legislature of the state of Idaho at the First Regular Session of 2021 and signed into law by the Governor of the state of Idaho effective January 1, 2021, a true and correct copy of which is attached marked **Exhibit D** and by this reference incorporated herein this definition.
- 1.26 Impact Area:** Means and refers to the impact area of the City, as of the Effective Date, which lies outside of the City limits and within the unincorporated area of Ada County, as established with Ada County pursuant to the Act.
- 1.27 Infrastructure Master Plan:** Means and refers to all of the Infrastructure Systems which are part and parcel of a Master Plan.
- 1.28 Infrastructure Systems:** Means and refers to Public Streets, Travel Appurtenances, Applicants' Potable Water System Improvements, Pressure Irrigation System, Sewerage System Improvements, Drainage Systems, Green Space, as provided for in this Agreement.

07/11/2022

- 1.29 Master Plan:** Means and refers to a plan for a Developed Project including the Infrastructure Master Plan for improvements that require City permits and the intended uses of the Subject Real Property.
- 1.30 Offsite Potable Water:** Means and refers to any Project potable water supply network, located outside the boundary of the Subject Real Property, to connect the Project Potable Water System to the existing terminus of the City's Potable Water System.
- 1.31 Offsite Sewerage:** Means and refers to any Project sewer improvements, including, without limitation effluent application sites, gravity lines, pressure lines, lift station, borings, manholes, and engineering, to connect the Subject Real Property to the existing terminus of the City's sewer system, the alignment.
- 1.32 Ordinances:** Means and refers to an ordinance passed by the City Council in accordance with the provisions of this Agreement. This term may appear in this Agreement in the singular or the plural.
- 1.33 Owner:** Means and refers to Miriam, LLC, an Idaho limited liability company, and Japheth, LLC, an Idaho limited liability company, who is the Applicant and who owns the Parcels within the Subject Real Property on the Effective Date and who is the Party to this Agreement, and after the Effective Date of this Agreement, this term shall also refer to any subsequent owner or owners of the Subject Real Property. The use of this term in this Agreement may appear in the singular when referring to only one of the Owners.
- 1.34 Parcel:** Means and refers to tract or parcel of distinctly legally described real property located within the Subject Real Property. The use of this term in this Agreement may appear in the singular or the plural.
- 1.35 Party:** Means and refers to the City and/or the Owner and/or the Developer, as the Parties to this Agreement. This term may appear in this Agreement in the singular or the plural.
- 1.36 Planning & Zoning Commission:** Means and refers to the City's Planning & Zoning Commission.
- 1.37 Potable Water Provider:** Means and refers to the City providing potable water through the Potable Water System.
- 1.38 Potable Water System:** Means and refers to the City's domestic potable water system which includes, without limitation, all wells, storage tanks, distribution mains and pump stations necessary to provide Potable Water to users of the City's potable water system.

07/11/2022

- 1.39 Pressure Irrigation System:** Means and refers to the pressure irrigation system designed and built by the Applicants to provide irrigation water to a Project.
- 1.40 Project:** Means and refers to a change in Existing Uses and/or Existing Improvements by any development of the Subject Real Property.
- 1.41 Project Approval Application:** Means and refers to the Applications by the Applicant for a Project approval, as required by this Agreement, including the appropriate development application(s) as governed by City Ordinances.
- 1.42 Project Potable Water System:** Means and refers to the wells, storage tanks and distribution lines, offsite main lines and pumps planned, designed and constructed by the Applicant and/or the City to serve the Project with potable water.
- 1.43 Public Infrastructure:** Means and refers to the infrastructure facilities and services improvements, including, without limitation, underlying lands and improvements that are owned or to be conveyed to and owned by the City or a third-party Service Agencies.
- 1.44 Public Street:** Means and refers to any street to be developed as a part of a Project that will be dedicated to and intended for acceptance for perpetual maintenance by ACHD and/or Idaho Transportation Department. This term may appear in this Agreement in the singular or the plural.
- 1.45 Services Agencies:** Means and refers to any and all political subdivisions providing services within the City's planning area jurisdiction.
- 1.46 Sewer Provider:** Means and refers to City providing sewerage service through the Wastewater System.
- 1.47 Sewerage System:** Means and refers to any or all or any combination of the following depending upon the context of this term in the Agreement including, without limitation: wastewater treatment facilities, intercepting sewers, outfall sewers, force mains, collecting sewers, pumping stations, ejector stations, structures, buildings, machinery, equipment connections and all other appurtenances used for the collection, and transportation to the City's Wastewater System treatment facilities for the treatment and disposal of sewage.
- 1.48 Subject Real Property:** Means and refers to the 24.65 acres, more or less, located in Ada County, Idaho, legally described and depicted in **Exhibit A** consisting of the following Ada County Assessor's designated Parcel Nos: R8528532000, R8528531500, R8528531000, and R8528530500, and 10.182 acres, more or less, located in Ada County, Idaho, Kuna City Limits, legally described and depicted in **Exhibit B** and consisting of the following Ada County Assessor's designated Parcel Nos: S1418336401 and S1418336332; as well as the

07/11/2022

- 1.49 Subject Real Property Improvement:** Means and refers to any development, installation and/or any construction of a permanent structure or addition to any existing structure or fixture on the Subject Real Property.
- 1.50 Term:** Means and refers to the duration of this Agreement as set forth herein unless the word “term” is not capitalized.
- 1.51 Wastewater System:** Means and refers to the City’s Sewerage System including, without limitation, all collection lines, lift stations, treatment plants and all appurtenances thereto necessary to provide sewerage service to users of the City’s Sewerage System.
- 1.52 Zoning Administrator:** Means and refers to the Planning & Zoning Director of the City.
- 1.53 Zoning Application:** Means and refers to the Applicants’ application to the City regarding the rezoning of Subject Real Property in accordance with the Rezone Ordinance.
- 1.54 Zoning Ordinance:** Means and refers to the zoning regulations of the City codified in Title 5 Kuna City Code as it exists on the Effective Date.

SECTION 2 Recitals

The Parties recite and declare:

- 2.1 Municipal Corporation:** City is a municipal corporation established in accordance with Article XII of the Constitution of the State of Idaho and Title 50 Idaho Code; and
- 2.2 Authority:** City has City Authority; and
- 2.3 Development Agreement:** City has the power under the Act [I.C. § 67-6511A], by ordinance (Chapter 14 of Title 5 KCC), to require or permit the Applicants, as a condition of annexation/zoning of real property, to make a written commitment concerning the use or future development of the Subject Real Property; and
- 2.4 Ownership:** Owners are the owners of the Subject Real Property; and
- 2.5 Owners Applications:** The Applicants have filed the Applications, with an accompanying conceptual development plan, Application seeking to annex, into the City, the Subject Real Property with portions zoned Area Commercial (C-2) City zone and portions rezoned as Area Commercial (C-2) City zone; and

07/11/2022

2.6 Subject Real Property Location Within Impact Area: The Subject Real Property lies within the Impact Area; and

2.7 Comprehensive Plan: The Applications is in compliance with the Comprehensive Plan by:

- Ensuring community design directs growth and implements complementary and sustainable land use patterns;
- Encouraging development in priority areas which promote and concentrate mixed land uses to create and support strong commercial activity centers;
- Encouraging development of commercial areas with good connectivity and character, provide employment and services, and integrate neighborhood-serving mixed use centers both vertically and horizontally;
- Encouraging development of housing options for all citizens that meets demand for household sizes, lifestyles and settings; and
- Using Overlay Districts to create Mixed-Use entryway corridors with strong character and managed access.

2.8 Applicants' Intentions: The Applicants intend to develop commercial uses compatible with existing Mixed Use development to the south and with proposed Commercial development immediately west, as well as providing a variety of housing types beyond the traditional single family residence; a Development Concept Plan has been provided and Subject Real Property shall be developed in substantial conformance with the Concept Plan .

2.9 City Intentions: The City intends, in consideration of granting the Application, that any change in the Uses and Improvements shall be subject to this Agreement and the goals and authority of the City to assure that any changes of Uses and Improvements are in accordance with Comprehensive Plan goals and will:

- Contribute to the diversity and robustness of the City's economy;
- Support mix of residential uses;
- Contribute to the strategic location and development of residential areas in the City;
- Provide for a strong transportation and Infrastructure Systems which will be connected with those systems which serve the City;
- Not impose additional burdens upon the City's and the Service Agencies abilities to provide services which will result in a reduction of the level of those services;
- Result in the orderly development of the City in a manner that allows for the efficient and economically viable of both tax-supported and fee-supported City

07/11/2022

services and equitably allocates the costs of public services in the management and development of the urban fringe of the City; and

- Be in compliance with applicable City Ordinances, Federal and State Laws and regulations.

2.10 Existing Improvements and Existing Uses: The City requires, as a special consideration and condition of granting the Application, that the Applicants' use and possession of the Subject Real Property shall be limited to Existing Uses and maintenance or replacement of Existing Improvements. Any other change to either shall require the Applicants to file, with the City, a Project Approval Application in accordance with this Agreement.

2.11 Written Commitment: It is the intention and purpose of the Parties, by entering into this Agreement, as a condition of zoning the Subject Real Property, to establish the process, requirements and conditions for a Project approval and that the Applicants make this written commitment that any such Project approval will be in accordance with the terms and conditions of this Agreement.

2.12 Mutual Benefits: The Parties agree that the mutual benefits received pursuant to the terms of this Agreement and the rights granted by the City and secured to and required of the Applicants hereunder constitute sufficient consideration to support the covenants and agreements of the City and the Applicants.

SECTION 3 Annexation and Zoning

3.1 Annexation Application: Developer, with the Owners' consent, has filed an Annexation Application, which the City has processed.

3.2 Annexation Approval: City Council, subject to the Parties entering into this Agreement, has approved the Annexation Ordinance of the Subject Real Property.

3.3 Annexation Ordinance: The Annexation Ordinance, approved by the City Council, takes effect on the Effective Date.

SECTION 4 Land Use Approvals

4.1 Applications: The Applicants have filed the Application(s) for annexation, zoning and zone change which the City has processed together.

4.2 Zoning Approval: City Council approved the zoning and zone change application subject to the condition that the Developer and Owners enter into this Agreement.

07/11/2022

4.3 General Terms: The following terms and conditions apply to the use and development of the Subject Real Property:

4.3.1 Existing Uses: The Existing Uses are allowed and may continue in accordance with this Agreement.

4.3.2 Existing Improvements: The Existing Improvements may be maintained and replaced as reasonably necessary in accordance with this Agreement.

4.3.3 No Change to Existing Uses and no Additional Improvements: The Applicants shall not change any Existing Uses nor place or construct any additional Improvements upon the Subject Real Property unless the Applicants first files and obtains City approval of a Project Approval Application.

SECTION 5 Process, Standards and Criteria for Project Changes in Existing Uses and Improvements

5.1 Project Approval Application Process: When any of the Applicants seeks approval by the City of a Project within the Subject Real Property, the Applicants shall:

5.1.1 File, with the City Planning and Zoning Department, a Project Approval Application together with applicable applications required by City Code ("**Accompanying Applications**") depending upon the proposed change in Existing Uses and/or proposed additional Improvements.

5.1.2 Project Approval Application Applicant shall include the following:

5.1.2.1 Project Description Summary;

5.1.2.2 Project Legal Descriptions;

5.1.2.3 Project Master Plan;

5.1.2.4 Project Infrastructure Master Plans Components as are relevant to the proposed Project;

5.1.2.5 The intended use of the Developed Project;

5.1.2.6 An analysis of the fiscal impact upon City Property Tax Supported Services which will serve the approved Developed Project; and

07/11/2022

- 5.1.2.7 An analysis of the fiscal impact upon City Proprietary Fee Supported Services which will serve the approved Developed Project.

5.2 Project Infrastructure Master Plans Components Requirements: Project Infrastructure Master Plans, as are relevant to the proposed Project, shall comply with the following:

5.2.1 Public Streets and Private Roads Project Infrastructure Master Plan Component: Public Streets and Private Roads Project Infrastructure Master Plan Component shall:

- 5.2.1.1 Include a designation of the location of the Public Streets and Private Roads (if any) that will serve a Project, as it is fully Developed including considerations that Additional Property may, in the future, be added to a Project.
- 5.2.1.2 Identify the location of Public Streets and Private Roads depicted on this component may be conceptual and may be subject to change by the City and ACHD, as a Project is developed. The final designation of the Project's Public Streets and Private Roads will be determined in the Subdivision permitting process by the City and ACHD, as a Project is developed.
- 5.2.1.3 Include Public Streets and Private Roads which are designed and constructed to meet ACHD standards for acceptance and in accordance with the approved Public Streets and Private Roads Project Infrastructure Master Plan and as approved in the subdivision approval process.
- 5.2.1.4 Be subject to the subdivision approval process which shall include the following conditions:
 - 5.2.1.4.1 Constructed to City and ACHD applicable engineering standards. Private Roads may modify curb, drainage, widths, parking and other standards in accordance with any applicable PUD modifications and the City's Subdivision Ordinance; and
 - 5.2.1.4.2 Identification of how and who will maintain the Private Roads; and

07/11/2022

5.2.1.4.3 Remain owned by the Applicant until the Project is Developed and which may subsequently be conveyed to one or more owners' associations as designated in each Developed phase of a Project; and identified on the preliminary and final plats of the Subject Real Property; and

5.2.1.4.4 Be accessible to public service agency providers including, without limitation, police, fire, ambulance, garbage collection, electrical, cable and telephone line installation and repair, domestic and irrigation water or sewer line installation and repair, and other similar public purposes.

5.2.1.5 Include parking, pedestrian, bicycle, sidewalks and/or other facilities intended to be used for non-motorized vehicular traffic and/or for e-bicycles and scooters used for ingress and egress to and from or within a Project ("**Travel Appurtenances**"), not included in Public Streets or Private Roads, and Developed within a phase of a Project, shall include, as is relevant and as required by the City.

5.2.1.6 Include Public Street and Private Road lighting shall be served with underground electric service distribution; all Public Streets and Private Roads striping, traffic signals, signposts, name signs, stop signs, speed limit signs, and all other directional/warning/advisory traffic signage in accordance with the Manual on Uniform Traffic Control Devices.

5.2.2 Potable Water Infrastructure Project Master Plan Component: Potable Water Infrastructure Project Master Plan Component shall:

5.2.2.1 Include the Project development intention to be served by the City's Potable Water System or by another Potable Water Provider in accordance with the provisions of this Section; and

5.2.2.2 Designate whether the Project will be served by an Offsite Potable Water line or will be served by wells with a Project Potable Water System. In the event the City is unable to provide Potable Water to all or a portion of the Project, the Applicant may seek alternative potable water service; and

07/11/2022

- 5.2.2.3** Designate the locations of wells, the number of wells, water storage tanks (if necessary as required by the City in its discretion), and the general location of the water transmission and distribution system, including any that are offsite that will serve a Project as a Project is fully Developed including considerations that Additional Property may, in the future, be added to a Project as required by the City in order for potable water to be provided by the Potable Water Provider to a Project (which may be constructed on the same site) and meet redundancy requirements and provide for its interconnectivity to the Potable Water System; and
- 5.2.2.4** Provide, in the event the City does not secure the necessary water rights and well permits to serve a Project via new wells, prepare and submit to the City an Offsite Potable Water plan that would connect the Subject Real Property to the City's Potable Water System via the Offsite Potable Water line; and
- 5.2.2.5** Include the Applicant's agreement to convey, at no cost to the City, all potable well sites, as identified in a Project, the Potable Water Infrastructure Project Master Plan and grant access easements to such sites prior to the City commencing construction; and
- 5.2.2.6** Include the Applicant's agreement to be responsible to install all distribution lines, pressure reducing valves and booster stations and other aspects of a Potable Water Infrastructure Project Master Plan to serve uses within a Project, excluding the costs for any wells, storage tanks or Offsite Potable Water system to supply potable water to a Project that may be the responsibility of the City, at the Applicants' sole cost and expense (the "**Applicants' Potable Water System Improvements**").
- 5.2.2.7 City Responsibility:** City will:
- 5.2.2.7.1** Provide all Potable Water Rights as are available to serve a Project and reserve those rights to the extent allowable by law, in the event water is limited; and
- 5.2.2.7.2** Upon conveyance of Applicant's Potable Water System Improvements to the City, be the Potable Water Provider to a Developed Project and shall continue to own and maintain the Applicants' Potable Water System Improvements, and Wells as a part of the Applicants' Potable Water System; and

07/11/2022

5.2.2.7.3 Upon completion by the Applicant of each Developed phase within a Project, be the Potable Water Provider to that Developed phase of a Project.

5.2.3 Irrigation Water Infrastructure Project Master Plan Component:
Irrigation Water Infrastructure Project Master Plan Component shall:

5.2.3.1 Include the Project development intention to be served by the Pressure Irrigation System in accordance with the provisions of this Section; and

5.2.3.2 Designate the locations of the Pressure Irrigation System Improvements that will service a Project, as it is fully Developed; and

5.2.3.3 Include the Applicant's agreement to retain all irrigation water rights related to irrigation of the Subject Real Property and those water rights shall continue to be utilized for irrigation of the Subject Real Property; and

5.2.3.4 Subject to the City's payment of reasonable assessment rates, as set by Applicant's or owners' association, for irrigation water provided to any Public Park that is part of a Project conveyed to and accepted by the City.

5.2.4 Wastewater Treatment Infrastructure Project Master Plan Component:
Wastewater Treatment Infrastructure Project Master Plan Component shall:

5.2.4.1 Include a designation of the approximate location of the Sewerage System wastewater treatment facilities, main lines, including offsite sewer lines and lift stations, that will service a Project, as required by the City in order for the City to be the Sewer Provider to a Project as it is fully Developed (the "**Sewerage System Improvements**"); and

5.2.4.2 Include the Applicant's agreement to construct the City-approved wastewater treatment facilities, main lines, including offsite sewer lines and lift stations, that will service a Project; and

5.2.4.3 Include the design of Applicant's constructed Offsite Sewerage must ensure that, upon completion of the Offsite Sewerage, the Subject Real Property will be served by the Sewer Provider with a capacity to serve the maximum density of an approved Project.

5.2.4.4 City Responsibility: City will:

07/11/2022

5.2.4.4.1 Following the Applicant's construction and installation of the Applicants' Sewerage System Improvements in accordance with the Sewer Master Plan including easements and acceptance by the City, become the Sewer Provider for a Project as it is developed.

5.2.5 Drainage System Infrastructure Project Master Plan Component: Drainage System Infrastructure Project Master Plan Component shall:

5.2.5.1 Designate the location of the surface drainage systems to remove excess water from the surface of the land ("**Drainage System Improvements**") that will service the Project, as it is fully developed including considerations that Additional Property may, in the future, be added to the Project; and

5.2.5.2 Designate areas with private Drainage Systems to be conveyed to and accepted by and maintained by Applicant or a designated owners' association; and

5.2.5.3 Be constructed, as the Project phases are developed, to meet ACHD standards on Public Streets, City and any applicable State standards as is relevant to the intended ownership and maintenance of the constructed Drainage System Improvements.

5.2.6 Green Space Infrastructure Project Master Plan Component: Green Space Infrastructure Project Master Plan Component shall:

5.2.6.1 Contain Green Space, as required by City Ordinances and standards, in accordance with the following:

5.2.6.1.1 Pathways: Pathways and trails shall be depicted within Green Space and may be constructed in phases; and

5.2.6.1.2 Plat: Green Space shall be specifically designated upon submission of each preliminary and final plat; and

5.2.6.1.3 Ownership: The ownership of Green Space shall be owned and maintained as follows:

5.2.6.1.3.1 Public parks by the City;

07/11/2022

5.2.6.1.3.2 Other Green Spaces by Applicant or owners' association.

5.2.6.1.3.3 The Applicants shall identify, as phases of a Project are Developed, an owners' association or other entity that will own and maintain each Green Space and all improvements within the phase of the Project then being Developed.

5.2.6.1.4 **Isolated Trails:** In locations where pathways and trails are isolated and not connected to any other development trail or pathway or detached from development areas ("**Isolated Trails**"), such Isolated Trails shall be constructed by the Applicant and approved by the City as each Project phase is permitted and completed.

5.2.6.1.4.1 Isolated Trails shall be a minimum of 500 feet per each approved phase. In any circumstance where a pathway or trail is unable to be constructed due to safety, topography, or easement / ownership conflicts, then the Applicant shall either re-route such pathways or trails or replace them with additional pathways or trails elsewhere or reach a written agreement with the City to construct those pathways or trails in the reasonably foreseeable future when the circumstances are expected to be resolved.

5.2.6.1.4.2 Applicant may construct larger portions of the Isolated Trails at a rate faster than five hundred (500) feet per phase, in which case the cumulative total of the Isolated Trails would count toward the five hundred (500)-foot minimum requirement.

5.2.6.1.5 **Project Public Parks:** In the event a Green Space Infrastructure Project Master Plan calls for a public park, the same shall be a minimum of ten (10) acres in size and dedicated to the City; and

07/11/2022

5.2.6.1.5.1 The location of the public park(s) may be modified from the location shown on the Green Space Infrastructure Project Master Plan but shall be located adjacent to a main Public Street in a central location to maximize public access and be compatible with the intent of the Green Space Infrastructure Project Master Plan; and

5.2.6.1.5.2 The public park(s) shall include at least three (3) active amenities such as by way of example:

- Playing fields, playground, basketball court, volleyball court, tennis court, pickle ball courts, a picnic shelter, etc.; and

5.2.6.1.5.3 The Applicants and the City will work together on the final design of any public park(s).

5.2.6.1.6 Public Park Impact Fee Credits and Reimbursement: If the Applicant, at no cost or expense to the City, develops and conveys, to the City, a public park within the Project, upon approval from City Administrator of the public park improvement costs, including the current fair market value of the land ("**Approved Public Park Costs**"), the Developer or the Owners of any real property within the Subject Real Property shall be entitled to the issuance of a credit against the City's public park impact fee or reimbursement from Project impact fees or a combination thereof, as will be negotiated with the City Administrator in accordance with the provisions of Kuna City Code Section 12-1-6 including any other applicable provisions of Chapter 1 of Title 12 Kuna City Code.

5.2.7 City Property Tax Supported Services Project Master Plan Component: The City Property Tax Supported Services Project Master Plan Component shall:

07/11/2022

5.2.7.1 Include an analysis of City Property Tax Supported Services reasonably anticipated to be provided to the developing and Developed Project which are negatively impacted by H.B. 389 and which analysis shall be determined in accordance with the following criteria:

- The projected additional City Property Tax Supported Services costs needed to serve the Project during the process of development and as Developed Project; and
- The projected incremental amount of the property tax to be collected from the Project; and
- The project amount of the Project property tax loss imposed by H.B. 389 which would be used to fund the projected additional City Property Tax Supported Services costs.

SECTION 6 Infrastructure Systems Development Construction Standards

6.1 Infrastructure Systems Development Standards: Applicant will, in the course of development of each phase of a Project, construct and install all Infrastructure Systems, including any portion thereof that is Offsite, in accordance with the then current relevant engineering City, ACHD, Ada County, state of Idaho and Federal agency standards.

SECTION 7 Infrastructure Systems Construction Access and Operations

7.1 City Easements: Applicant shall have the right, upon application and issuance of a license or permit from the City (or other applicable governmental jurisdiction, subject to their approval), to enter and remain upon and cross over any City-held (or other applicable governmental jurisdiction, if they approve) easements or rights-of-way, to the extent reasonably necessary to facilitate Infrastructure Systems construction, or to perform necessary maintenance or repairs of such Infrastructure Systems subject to:

7.1.1 No Adverse Effect: Applicant's use of such license or permit in a manner that will not impede or adversely affect the City's (or other applicable governmental jurisdiction's) use and enjoyment thereof, and

7.1.2 Restoration: Applicant shall substantially restore such easements and rights-of-way to their condition prior to the Applicants' entry upon and completion of such Infrastructure Systems construction, repair or maintenance.

07/11/2022

7.2 City Cooperation: City, as is necessary for the Applicant to construct and install Infrastructure Systems, shall cooperate as is reasonably necessary and as the City is legally able, in compliance with the City's approval of the applicable Infrastructure Systems plan, as follows:

7.2.1 Unnecessary Easements: Abandon any unnecessary City public rights-of-way or easements currently located on the Project and not otherwise used or required by the City.

7.3 Operations During Construction: Applicant's mineral and/or royalty rights on minerals located on or under the Project are reserved and the Applicant may, as reasonably needed, conduct mining (for purposes of on-site material usage), blasting and batch plant operations on site during each developing phase of the Project in accordance with the procedures of Kuna City Code and this Agreement.

7.3.1 Review of Construction Operations: The location of construction operations shall be subject to reasonable review and approval by the appropriate governmental agencies that have jurisdiction over such operations.

SECTION 8 Term

8.1 Term: The Term of this Agreement shall commence on the Effective Date and shall partially terminate as provided in this section.

8.1.1 Partial Termination upon Dedication and Acceptance by Public Agency: Upon completion of Developed Phases of a Project, which include dedications and or conveyance to and acceptance by the City, ACHD or other applicable public agencies, the Applicant may then submit, to the City, an Application for Partial Termination of provisions of this Agreement ("**Application for Partial Termination**") as they apply to certain legally described real property within a Developed phases of the Project dedicated, conveyed and accepted by the City, ACHD or by any other public agency.

8.1.1.1 City Council shall grant an Application for Partial Termination of some of the relevant provisions of this Agreement, only when a phase of a Project has been completely developed and the Applicants shall specifically identify the provisions of the Agreement to be terminated in this regard and the real property to which it applies. Notwithstanding the foregoing, any such Partial Termination shall not have any effect on the obligations of the City or the Applicant with respect to any Reimbursement Agreements or obligations of the City to reimburse any fee or costs to the Applicants in accordance with this Agreement.

07/11/2022

- 8.1.1.2** A completed Applicants' Application for Partial Termination shall be reviewed by the Planning and Zoning Director, Public Works Director and/or the Parks and Recreation Director as is relevant for approval by the City Council.
- 8.1.1.3** A City Council approval of an Applicants' Application for Partial Termination shall be by an order which shall specify:
- The legal description of the portion of the Subject Real Property to which it applies; and
 - The provisions of the Agreement which are terminated.
- 8.1.1.4** City Clerk shall certify and acknowledge a copy of the order and provide the same to the Applicant for purposes of recording the same with the Ada County Recorder's Office.

SECTION 9 Agreement Modifications and Project Approval Amendments

- 9.1 Effect of New Laws:** In the event State or federal laws or regulations are enacted and/or there is a decision issued by a court of competent jurisdiction which prevents or precludes a Party's compliance with one or more provisions of this Agreement (individually or collectively, "**New Law**"), the provisions, in whole or in part, as applicable, of this Agreement shall be modified or suspended as may be necessary to comply with such New Law.
- 9.1.1 Reasonable Action:** During the time that the Parties are conferring on such modification or suspension of this Agreement or challenge to the New Law, the Parties may take reasonable action to comply with such New Law.
- 9.1.2 Declaration:** Should the Parties be unable to agree to a modification or suspension of this Agreement, either may petition a court of competent jurisdiction for an appropriate declaratory judgment for modification or suspension of this Agreement.
- 9.1.3 Ability to Challenge:** The Applicants and the City each or together shall have the right to challenge the New Law which prevents their compliance with the terms of this Agreement. In the event that such challenge is successful, this Agreement shall remain unmodified and in full force and effect.

07/11/2022

9.2 Project Approval Application Amendments: Project Approval Application shall be processed and approved by the City in accordance with the process and procedures required by the Accompanying Applications subject to the approval of the City Council and SECTION 5 of this Agreement. The conditions of the approvals shall be included as an appendix amendment to this Agreement.

SECTION 10 Vested Rights

10.1 Vested Rights: Upon the Effective Date, the Applicants shall have vested rights to develop and use the Subject Real Property consistent with this Agreement.

10.2 Consideration: The determinations of the City memorialized in this Agreement, together with the assurances provided to the Applicants in this Agreement, including this Section, are bargained for and is a consideration for the undertakings of the Applicants as set forth herein and contemplated by this Agreement, and are intended to be and have been relied upon by the Applicants.

SECTION 11 Infrastructure Systems Ownership and Maintenance

11.1 Ownership: The Infrastructure Systems, provided for in this Agreement, upon their approval, construction, installation, and acceptance shall be owned and maintained as follows:

11.1.1 By ACHD or by Idaho Transportation Department:

- Public Streets; and
- Drainage associated with Public Streets.

11.1.2 By City:

- Wells and Offsite Water Lines;
- Applicants' Water System Improvements;
- Applicants' Sewerage System Improvements;
- Applicants' Pressure Irrigation System Improvements;
- As designated in the Drainage Infrastructure Master Plan, Applicants' Drainage System Improvements accepted and approved by the City;
- Applicants' Public Streetlight Improvements; and
- Public Parks, pathways and trails.

07/11/2022

11.1.3 By Applicants/or Owner's Association:

- Private Roads; and
- Drainage associated with Private Roads; and
- Applicants' Private Street/Gated Road Streetlight Improvements; and
- Green Spaces; and
- Public Green Spaces.

11.2 Owners Associations: Applicants, in the process of each Developed phase of a Project, may create and register, with the Secretary of State of the state of Idaho, a legal entity under Idaho Law ("**Owners' Association**") and prepare and record with the Ada County Recorder's office appropriate CC&Rs which are consistent with the approved Master Plans.

11.2.1 Binding on Owners: The CC&Rs, for each Developed Phase of the Project, shall bind all present and future owners of real property within each Developed Phase of a Project in order to provide for the perpetual support and maintenance of each of the common improvements within the Developed Phase as provided in this Agreement.

11.2.2 Quality Control: Each Owners' Association shall establish and perform quality control, maintenance and operation throughout their Developed Phase of a Project during development and during maturing of the Developed Phase of a Project and continuing in perpetuity.

11.2.3 Applicants Discretion: Applicant shall have the sole and absolute discretion over the content, approval and enforcement rights of the Declarant or other governing agent or agency, formation and adoption of the CC&Rs so long as the same is consistent with the provisions of this Agreement.

11.2.4 Ownership Determination Standards: The standards for determining the ownership of Project Infrastructures Systems, not owned by ACHD or Idaho Transportation Department of the City, are as follows:

- Project Infrastructure Systems that are constructed, installed and contained within one parcel are suitable for Applicant or Owners' Association ownership and maintenance.
- Project Infrastructure Systems that are constructed and installed, within two or more parcels, are suitable for Owners' Association's and/or Community Infrastructure District's ownership and maintenance. Determinations as to which, of these two types of ownership to apply, shall be based upon the type, size and locations of the Project Infrastructure Systems; and upon the adverse effects, of a resulting failure to maintain the Project Infrastructure Systems will

07/11/2022

have, upon ACHD, Idaho Transportation Department and/or City infrastructure/s and upon public use and other properties. Community Infrastructure District ownership provides assurance of continued ownership and maintenance.

SECTION 12 Default

12.1 Enforcement of Terms and Conditions of the Agreement: The enforcement of the terms and conditions of this Agreement and any permits issued by the City pursuant to this Agreement are as follows:

12.1.1 Default: The failure of the Applicants or any Applicant or Owners' Association, or the failure of the City to comply or perform, in accordance with the terms and conditions of this Agreement or the terms and conditions of any permit issued by the City, pursuant to this Agreement, shall be a default of this Agreement and processed in accordance of the provisions of the sections.

12.1.2 City Default Claims: A claim of default by the City may be made against the Applicants or any Applicant or Owners' Association by the City's Director of Public Works, Planning and Zoning Director or Parks and Recreation Director ("**City Director**"), depending upon the default.

12.1.3 Applicants' or Owners' Association Default Claims: A claim of default may be made by the Applicants or any Applicant or, Owners' Association against the City, depending upon the default.

12.1.4 Claimant and Accused: For purposes of this Section of the Agreement, a claim of default is made by a ("**Claimant**") against an ("**Accused**").

12.1.5 Default Written Notice of Intent: The Claimant shall serve the Accused with a Default Written Notice of Intent ("**Notice of Intent**").

12.1.5.1 The written Notice of Intent shall include the matters and facts which form the basis for the notice and a stated reasonable time within which the Accused is to correct and remedy the default. Such reasonable time frame shall depend upon the exigencies surrounding the matters and facts set forth in said Notice.

12.1.5.2 The written Notice of Intent shall state the factual and legal reasons for the claim of default, the actions to be taken by the Accused to cure the claim of default and a demand that the Accused respond in writing, within a reasonable stated time, as to whether or not the Accused consents to comply with the Notice of Intent or denies the claim of default.

07/11/2022

12.1.5.3 The Accused shall have a minimum of thirty (30) days to remedy any default. If the default is such that more than thirty (30) days will reasonably be required to cure default, then the Accused shall have such additional time as may be necessary to perform or comply so long as the Accused commences performance within such thirty (30) day period and diligently proceeds to complete such performance and timely cures any exigent circumstance of the claim of default that affects public health and safety.

12.1.5.4 The Notice of Intent shall be served as follows upon:

- **Applicants:** by U.S. Mail to the address herein designated by Developer;
- **Owners' Association:** by U.S. Mail to the address of its registered agent;
- **Real Property Owners:** By U.S. Mail at their address as listed by the Ada County Assessor's office; and
- **City:** by U.S. Mail to the address herein designated by the City.

12.1.6 Notice to Show Cause: In the event the Accused fails to correct and remedy a default or noncompliance, within the reasonable time designated in the Notice of Intent, to the satisfaction of the Claimant, the Claimant shall then request the City Council [or the Planning & Zoning Commission only in the event the Commission has original jurisdiction by reason of a permit which is at issue in the matter] or otherwise request the City Council to proceed to set a hearing and provide written notice of the hearing to show cause to the Accused of the request to take action as identified in the Notice of Intent and to enforce the terms of this Agreement.

12.1.6.1 The written notice of the hearing to show cause shall be served upon the Claimant and the Accused at least twenty-eight (28) days in advance of the hearing.

12.1.6.2 At the hearing to show cause, the Accused may present evidence as to why it or they are not in default.

12.1.6.3 Following any presentation of evidence by the Accused and any rebuttal by the Claimant and any other interested persons, the Planning & Zoning Commission and/or the City Council, as the case may be, shall determine the matter and issue Findings of Fact, Conclusions of Law and an Order of Decision in accordance with the evidence presented at the Show Cause hearing.

07/11/2022

12.1.6.4 Any determination made by the Planning & Zoning Commission may be appealed to the City Council. A notice of appeal must be filed within fourteen (14) days of the final decision of the Planning & Zoning Commission.

12.1.6.5 The Findings of Fact, Conclusions of Law and Order of Decision issued by the City Council shall be the final administrative remedy of any claim of default under this Agreement and the Parties may thereafter seek legal action in a court of competent jurisdiction for any legal or equitable remedy, including, without limitation, declaratory relief and or specific performance of this Agreement as the case may be, but the Parties shall not be entitled to consequential damages in any such action.

12.1.7 Prevailing Party: In the event any Party shall file suit or action at law or equity to interpret or enforce this Agreement, the provisions of Idaho Code Section 12-117, or any subsequent amendment or recodification of the same, shall apply to the determination of the prevailing Party and the award of reasonable attorney's fees, witness fees and other reasonable expenses.

SECTION 13 Mortgages

13.1 Senior to Mortgage: This Agreement shall be superior and senior to any mortgage of the interests of any Applicant or property Owners of any real property within the Subject Real Property of record recorded subsequent to this Agreement.

13.1.1 No Impairment: No default of this Agreement by any Subject Real Property Owner shall invalidate or impair a mortgage made in good faith and for value; and

13.1.2 Subject to Agreement: Any acquisition or acceptance of title or any right or interest in or with respect to the Subject Real Property, or any portion thereof, by a mortgagee (herein defined to include a beneficiary under a deed of trust), whether under or pursuant to a mortgage foreclosure, trustee's sale or deed in lieu of foreclosure or trustee's sale, or otherwise, except that the same shall be subject to all of the terms and conditions contained in this Agreement.

13.2 No Mortgage Obligation: No mortgagee shall have an obligation or duty under this Agreement to perform the Applicants' obligations or other affirmative covenants of the Applicants hereunder, or to guarantee such performance; except that to the extent that any covenant to be performed by the Applicants is a condition to the performance of a covenant by the City, the performance thereof shall continue to be a condition precedent to the City's performance hereunder.

07/11/2022

SECTION 14 Shared Legal Defense of This Agreement

14.1 Shared Agreement Legal Defense Costs: In the event that any legal or equitable action or other proceeding is instituted by a third-party challenging the validity of any provision of this Agreement, the Parties will cooperate in defense of such action or proceeding. The City and the Applicants may agree to select mutually agreeable legal counsel to defend such action or proceeding with the Parties sharing equally in the cost of such joint legal counsel, or each Party may select its own legal counsel at each Party's expense. All other costs of such defense(s) shall be shared equally by the Parties. Each Party retains the right to pursue its own independent legal defense.

SECTION 15 Notices and Filings

15.1 Manner of Serving: All notices, filings, consents, approvals and other communications provided for herein or delivered in connection herewith shall be validly delivered, filed, made, or served if in writing and delivered personally or delivered by a nationally recognized overnight courier or sent by certified United States Mail, postage prepaid, return receipt requested, to the following:

City:

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

With a copy to:

City Attorney's Offices:
Attention: William F. Gigray, III
WHITE PETERSON
5700 E. Franklin Rd., Suite 200
Nampa, ID 83687

Developer:

Riley Planning Services LLC
Attn: Penelope Constantikes
PO Box 405
Boise, Idaho 83701

With a copy to:

Attn: William F. Gigray, III

Owner:

Miriam, LLC
715 Blue Spruce Road
Alpine, UT 84004

Owner:

Japheth, LLC
715 Blue Spruce Road
Alpine, UT 84004

07/11/2022

or to such other addresses as either Party hereto may from time to time designate in writing and delivery in a like manner.

15.2 Mailing Effective: Notices, filings, consents, approvals and communication given by mail shall be deemed delivered immediately if personally delivered, 24 hours following deposit with a nationally recognized courier, or 72 hours following deposit in the U.S. mail, postage prepaid and addressed as set forth above.

SECTION 16 Applicants Assignment of Agreement Rights

16.1 Applicants Assignment: The assignment of any of the Applicants' rights and obligations of this Agreement shall in accordance with the following:

16.1.1 Complete Assignment of an Applicant's rights: A total assignment of an Applicant's rights and obligations under this Agreement in connection with all undeveloped portions of the Subject Real Property shall be assigned upon written consent of the City Council which shall not be unreasonably withheld, conditioned or delayed subject only to the following conditions:

16.1.1.1 Prior written notice from the Applicant to the City Council together with the identification of the proposed assignee together with the proposed assignee's written affirmation of their intentions and ability to perform the conditions of this Agreement; and

16.1.1.2 The Applicant is not then in default of this Agreement or the Assignee tenders, to the City, a guarantee of the Assignee's performance of the Applicants' default upon assignment; and

16.1.1.3 The total assignment, by the Applicant, shall be a written instrument including the acceptance of the assignee to the terms and conditions of this Agreement, and the City Council's written consent and shall then be recorded in the official records of Ada County, Idaho, expressly assigning such rights and obligations.

16.1.1.4 In the event of such total assignment of the Applicant's rights and obligations hereunder, the Applicant's liability under this Agreement shall then terminate.

16.1.2 Successors and Assigns: Notwithstanding any other provisions of this Agreement, an Applicant may assign all or part of the Applicant's rights and duties under this Agreement as collateral to any financial institution from which the Applicant has borrowed funds for use in developing the Project. Such an assignment shall not relieve the Applicant from any obligations of this Agreement.

07/11/2022

SECTION 17 Miscellaneous

- 17.1 Agreement runs with the Subject Real Property:** The burdens of this Agreement are binding upon, and the benefits inure to, all successors in interest of the Parties to this Agreement and constitute covenants that run with the Subject Real Property. Each commitment and restriction of this Agreement on the Subject Real Property shall be a burden on the Subject Real Property and shall be appurtenant to and for the benefit of the Subject Real Property and shall run with the land.
- 17.1.1** This Agreement shall be binding on the Applicants, and their respective heirs, administrators, executors, agents, legal representatives, successors, and assigns; provided, however, that the purchasers, from any Applicant, of individual lots within Developed phases of the Project are not subject to the obligations arising under this Agreement except for any obligations of the Owners' Association to which they are a member.
- 17.2 Choice of Law and Venue:** This Agreement shall be construed in accordance with the laws of the state of Idaho in effect on the Effective Date. Any action brought in connection with this Agreement shall be brought in a court of competent jurisdiction located in Ada County, Idaho.
- 17.3 Construction:** All Parties hereto have either been represented by separate legal counsel or have had the opportunity to be so represented. Thus, in all cases, the language herein shall be constructed simply in accordance with its fair meaning and not strictly for or against a Party, regardless of whether such Party prepared or caused the preparation of this Agreement.
- 17.4 Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single document so that the signatures of all Parties may be physically attached to a single document.
- 17.5 Entire Agreement:** This Agreement constitutes the entire agreement between the Parties, except for any permits and or approvals issued pursuant to this Agreement, pertaining to the subject matter hereof. All prior and contemporaneous agreements, representations and understandings of the Parties, oral or written, are hereby superseded and merged herein. No modification or amendment to this Agreement of any kind whatsoever shall be made or claimed by the Applicants or the City unless the same shall be endorsed in writing and signed by the Party against which the enforcement of such modification or amendment is sought, and then only to the extent set forth in such instrument. Such approved amendment shall be recorded in the Official Records of Ada County, Idaho.

07/11/2022

- 17.6 Exhibits and Recitals:** Any Exhibit attached hereto shall be deemed to have been incorporated herein with the same force and effect as if fully set forth in the body hereof. The Recitals set forth at the beginning of this Agreement are hereby acknowledged and incorporated herein and the Parties hereby confirm the accuracy thereof. The Definitions set forth prior to the Recitals are hereby acknowledged and incorporated herein.
- 17.7 Further Acts:** Each of the Parties shall promptly execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.
- 17.8 Good Standing; Authority:** Each of the Parties represents to the other as follows:
- 17.8.1 Developer:** Riley Planning Services LLC represents that it is an Idaho limited liability company authorized to do business in Idaho and in good standing to do business in the state of Idaho.
- 17.8.2 City:** City represents that it is an Idaho municipal corporation in the state of Idaho.
- 17.8.3 Owner:** Miriam, LLC, represents that it is an Idaho limited liability company and in good standing to do business in the state of Idaho and Japheth, LLC, and represents that it is an Idaho limited liability company and in good standing to do business in the state of Idaho.
- 17.8.4 Authority:** Each Party represents to the other that the individual(s) executing this Agreement, on behalf of the Party, is authorized and empowered to bind the Party on whose behalf each such individual is signing.
- 17.9 Headings:** This Agreement shall be construed according to its fair meaning and as if prepared by both Parties hereto. Table of Contents, titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.
- 17.10 Names and Plans:** Applicants shall be the sole Owners of all names, titles, plans, drawings, specifications, ideas, programs, designs and work products of every nature at any time developed, formulated or prepared by or at the request of the Applicants in connection with the Property and the Project; provided, however, that in connection with any conveyance of portions of the Subject Real Property to the City, such rights pertaining to the portions of the Subject Real Property so conveyed shall be assigned to the City to the extent that such rights are assignable.

07/11/2022

- 17.11 No Applicants Preliminary Representations:** Nothing contained herein shall be deemed to initially obligate the Applicants to complete any part or all of the development of a Project within a specific timeline, phasing schedule or other schedules, or any other plan, and this Agreement shall not be deemed a representation unless required as a condition of any permit issued pursuant to this Agreement or required by any Master Plan approved by the City pursuant to this Agreement.
- 17.12 No Partnership; Third Parties:** It is hereby specifically understood, acknowledged, and agreed that neither the City nor the Applicants shall be deemed to be an agent of the other for any purpose whatsoever. It is not intended by this Agreement to, and nothing contained in this Agreement shall, create any partnership, joint venture or other arrangement between the Applicants and the City. No term or provision of this Agreement is intended to, or shall, be for the benefit of any third-party, person, firm, organization, or legal entity not a Party hereto, and no such other third-party, person, firm, organization, or legal entity shall have any right to cause of action hereunder.
- 17.13 Parties' Intent:** It is the Parties' express intention that the terms and conditions be construed and applied as provided herein, to the fullest extent possible. It is the Parties' further intention that, to the extent any such term or condition is found to constitute an impermissible restriction of the police power of the City, such term or condition shall be construed and applied in such lesser fashion as may be necessary to not restrict the police power of the City.
- 17.14 Recordation:** After its execution, this Agreement shall be recorded in the real property records of Ada County, Idaho by the City.
- 17.15 Severability:** If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect.
- 17.16 Time of Essence:** Time is of the essence in implementing the terms of this Agreement.
- 17.17 Waiver:** No delay in exercising any right or remedy shall constitute a waiver by either Party thereof, and no waiver by the City or the Applicants of the breach of any covenant or condition of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

07/11/2022

IN WITNESS WHEREOF, the Parties hereto, having been duly authorized, have executed this Development Agreement to be effective on the Effective Date.

CITY:

CITY OF KUNA, Idaho, a municipal corporation organized and existing under the laws of the State of Idaho

By: *Joe Stear*
Joe Stear, Mayor

OWNER:

Miriam, LLC, Idaho Limited Liability Company

By: *[Signature]*
Manalanda, Member
Douglas B Clegg

OWNER:

Japheth, LLC, Idaho Limited Liability Company

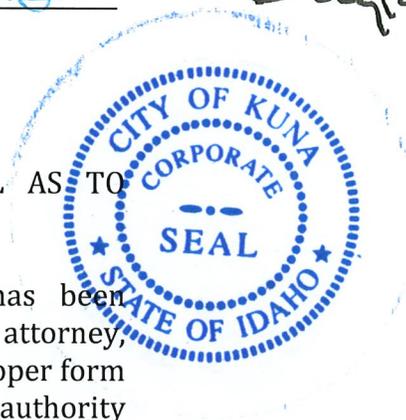
By: *[Signature]*
Manalanda, Member
Douglas B Clegg

Attest:

By: *Chris Engels*
Chris Engels, City Clerk

CITY ATTORNEY APPROVAL AS TO FORM AND AUTHORITY

The foregoing Agreement has been received by the undersigned attorney, who has opined that it is in proper form and within the power and authority granted under the laws of the state of Idaho to the City of Kuna.



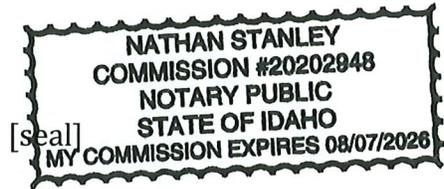
[Signature]
for Wm. F. Gigray, III, City Attorney
By: *Max Ryber*

07/11/2022

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this 20th day of MARCH, ~~2022~~, 2023, before me, the undersigned, a Notary Public in and for said State, personally appeared **Joe Stear**, known or identified to me to be the Mayor of the City of Kuna, the municipal corporation that executed the instrument or the person who executed the instrument on behalf of said municipal corporation, and acknowledged to me that such municipal corporation executed the same.

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



[Signature]
Notary Public for Idaho
My Commission expires: 08/07/2023

STATE OF Utah)
) ss.
COUNTY OF Utah)

On this 11th day of January, 202~~2~~³, before me, the undersigned, a Notary Public in and for said State, personally appeared Douglas Clegg, a member of Miriam, LLC, that executed the instrument, or the person who executed the instrument on behalf of said Miriam, LLC, and acknowledged to me that such Miriam, LLC, executed the same.

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



[Signature]
Notary Public for The UPS store Highland
My Commission expires: 08-24-2025

STATE OF Utah)
) ss.
COUNTY OF Utah)

07/11/2022

EXHIBIT A Subject Real Property Annexation Legal Description

Annexation Description for
Japeth LLC
October 10, 2021

A portion of Government Lot 4 of Section 18, Township 2 North, Range 1 East, Boise Meridian, Ada County, Idaho more particularly described as follows:

Commencing at the Section corner common to Sections 13 and 24, T.2N., R.1W., B.M. and 18 and 19, T.2N., R.1E., B.M. from which the 1/4 corner common to said Sections 13 and 18 bears, North 00°12'36" West, 2650.42 feet; thence on the south boundary line of said Section 18, North 90°00'00" East, 882.70 feet to the southerly extension of the westerly boundary line of Trinity View Estates Subdivision as filed in Book 64 of Plats at Pages 6467 and 6468, records of Ada County, Idaho and the **REAL POINT OF BEGINNING**;

thence on said westerly boundary line and the southerly and westerly extension thereof the following eight (8) courses bearings and distances:

North 02°07'13" West, 111.23 feet;

North 04°30'00" West, 128.26 feet;

North 10°44'23" West, 129.54 feet;

North 24°09'41" West, 105.17 feet;

North 60°27'08" West, 121.73 feet;

North 71°10'07" West, 144.20 feet;

North 67°46'25" West, 132.20 feet;

South 89°47'24" West, 438.84 feet to the west boundary line of said Section 18;

thence on said west boundary line, North 00°12'36" West, 707.98 feet to the westerly extension of the north boundary line of said Trinity View Estates Subdivision;



07/11/2022

thence South 89°57'01" East, 1,234.68 feet to the Northeast corner of said Trinity View Estates Subdivision;

thence on the east boundary line of said Trinity View Estates Subdivision and the southerly extension thereof, South 00°15'29" East, 1,324.14 feet to the south boundary line of said Section 18;

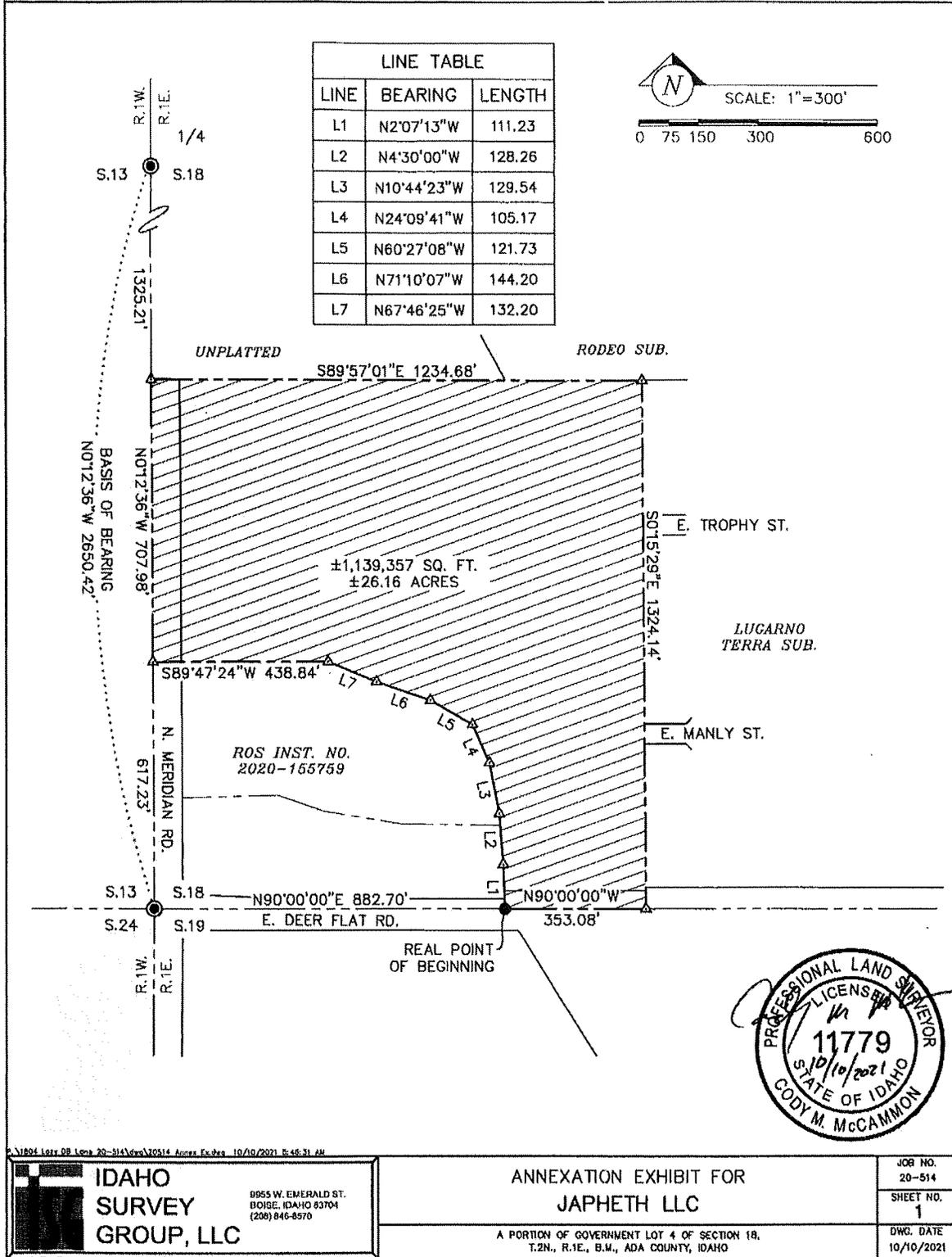
thence on said south boundary line, North 90°00'00" West, 353.08 feet to the **REAL POINT OF BEGINNING.**

Containing 1,139,357 square feet or 26.16 acres, more or less.

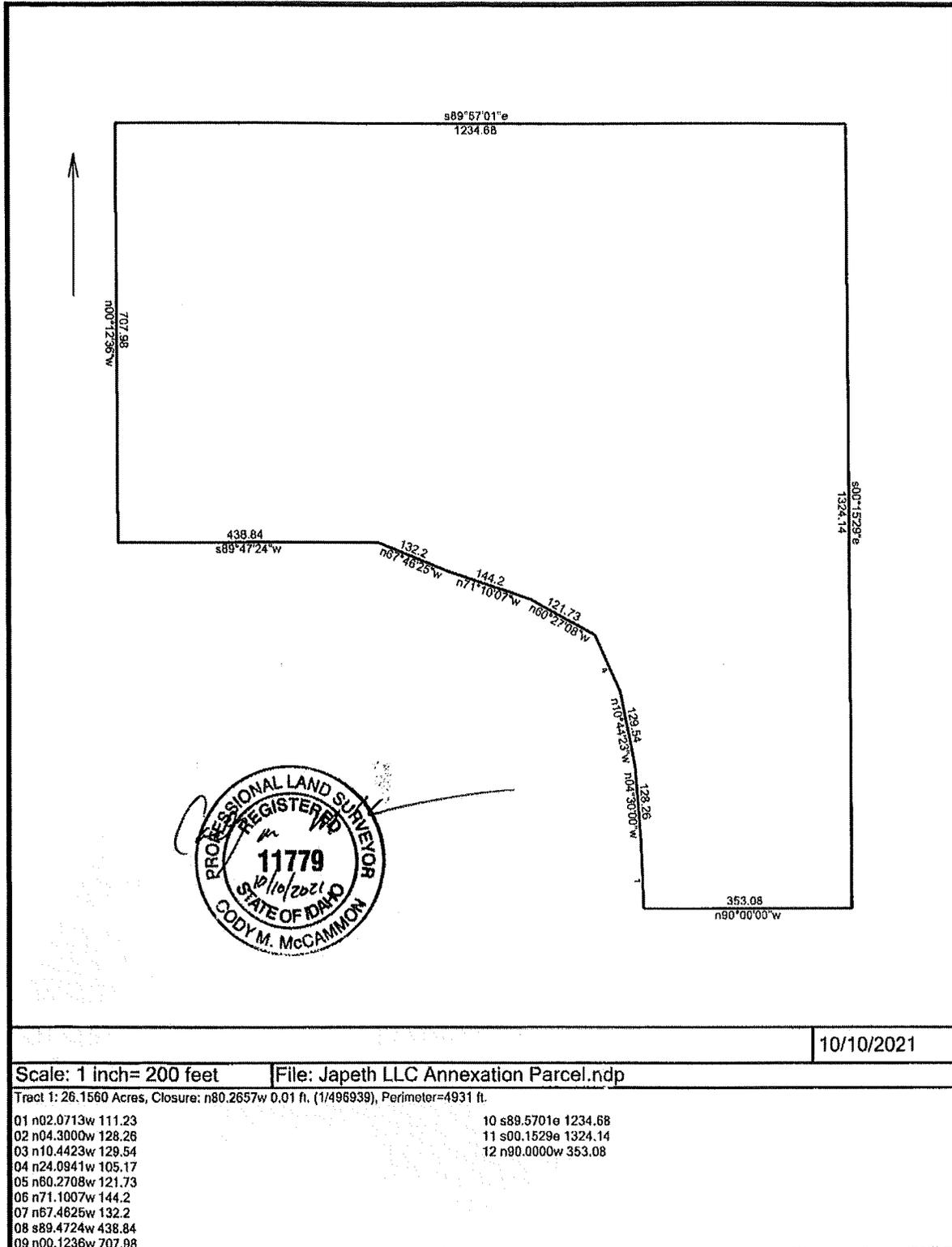
End of Description.



07/11/2022



07/11/2022



07/11/2022

EXHIBIT B Subject Real Property Zone Change Legal Description

Description for
C-2 Zone
November 12, 2021

A portion of Government Lot 4 of Section 18, Township 2 North, Range 1 East, Boise Meridian, City of Kuna, Ada County, Idaho more particularly described as follows:

BEGINNING at the Section corner common to Sections 13 and 24, T.2N., R.1W., B.M. and Sections 18 and 19, T.2N., R.1E., B.M. from which the 1/4 corner common to said Sections 13 and 18 bears, North 00°12'36" West, 2650.42 feet;

thence on the west boundary line of said Section 18, North 00°12'36" West, 617.23 feet to the westerly extension of the exterior boundary line of Trinity View Estates Subdivision as filed in Book 64 of Plats at Pages 6467 and 6468, records of Ada County, Idaho;

thence on said exterior boundary line and the westerly and southerly extension thereof the following eight (8) courses and distances:

North 89°47'24" East, 438.84 feet;

South 67°46'25" East, 132.20 feet;

South 71°10'07" East, 144.20 feet;

South 60°27'08" East, 121.73 feet;

South 24°09'41" East, 105.17 feet;

South 10°44'23" East, 129.54 feet;

South 04°30'00" East, 128.26 feet;

South 02°07'13" East, 111.23 feet to the south boundary line of said Section 18;

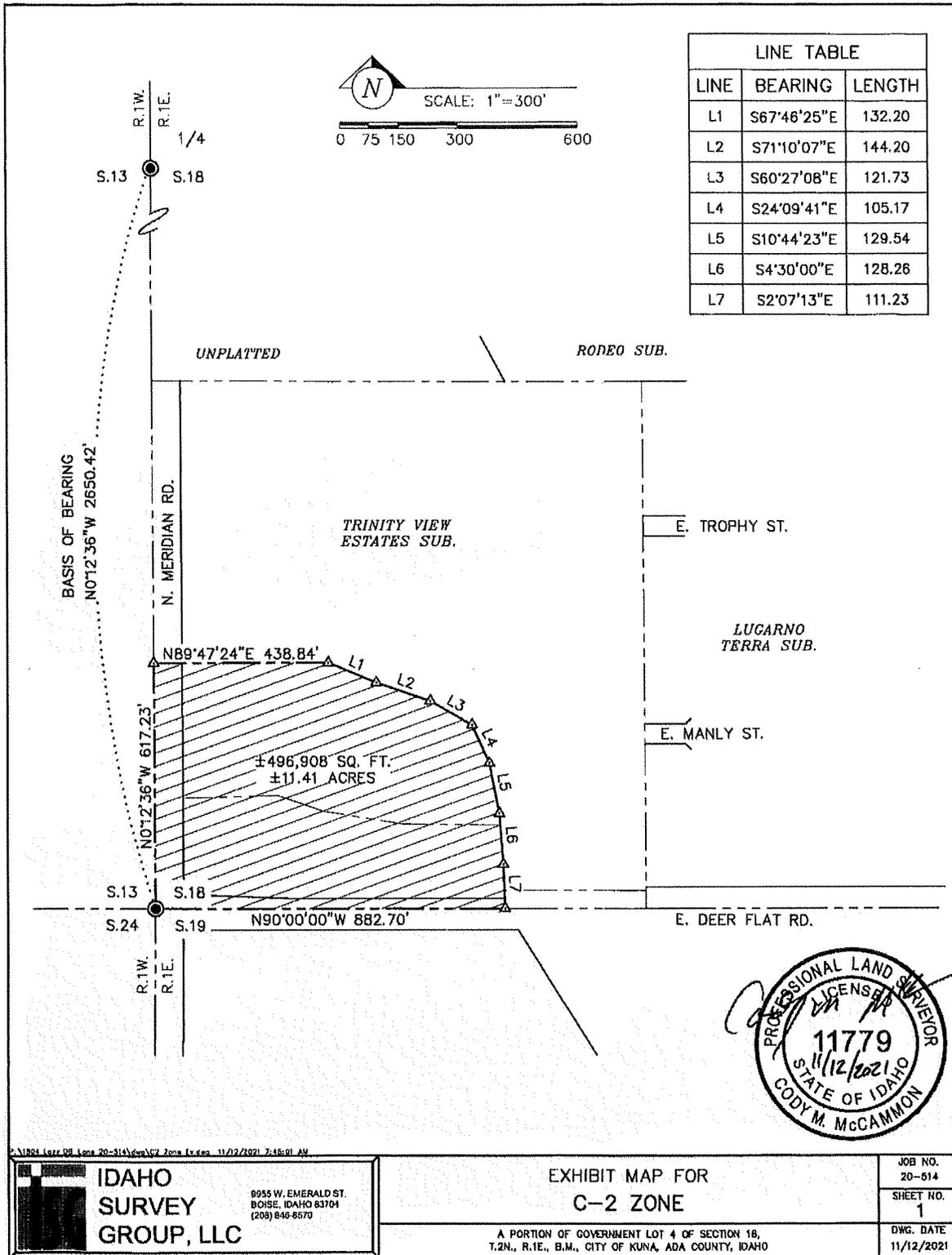
thence on said south boundary line, North 90°00'00" West, 882.70 feet to the **REAL POINT OF BEGINNING.**

Containing 496,908 square feet or 11.41 acres, more or less.

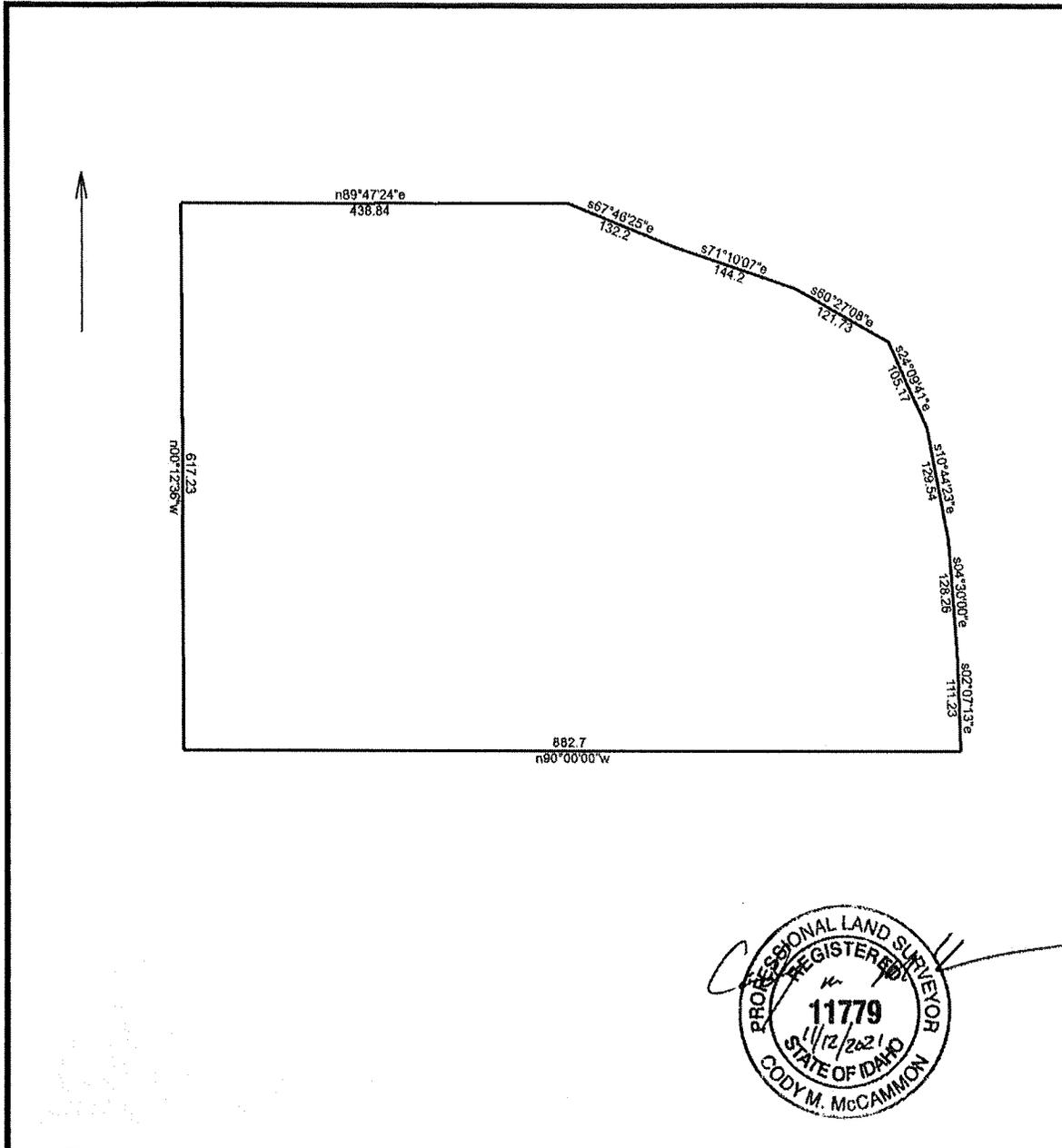
End of Description.



07/11/2022



07/11/2022



11/12/2021

Scale: 1 inch= 150 feet | File: C-2 Zone.ndp

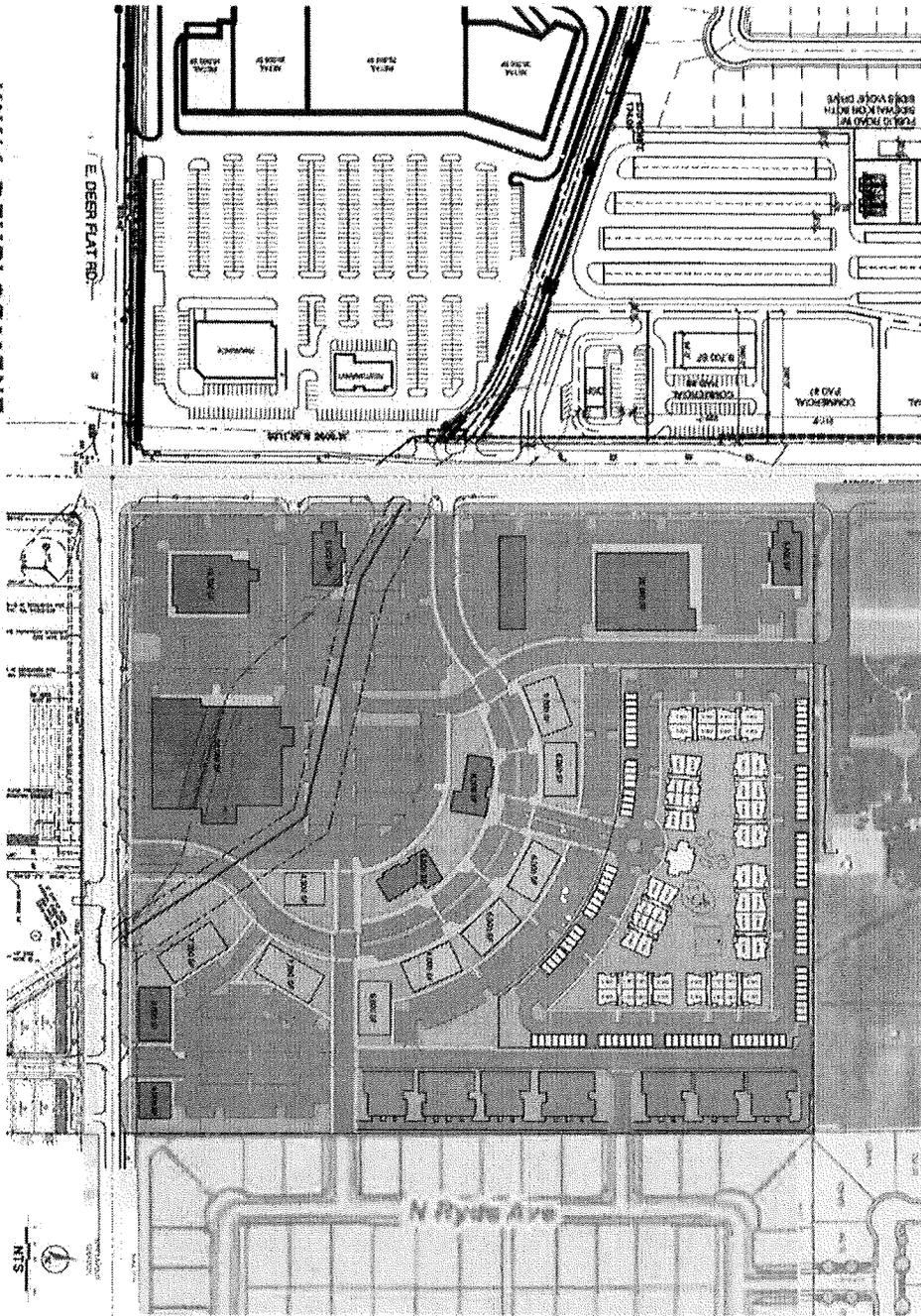
Tract 1: 11.4074 Acres, Closure: s37.2118e 0.01 ft. (1/475370), Perimeter=2811 ft.

- 01 e37.50 n129.69
- 02 n00.1236w 617.23
- 03 n89.4724e 438.84
- 04 s67.4825e 132.2
- 05 s71.1007e 144.2
- 06 s60.2708e 121.73
- 07 s24.0941e 105.17
- 08 s10.4423e 129.54
- 09 s04.3000e 128.26
- 10 s02.0713e 111.23
- 11 n90.0000w 882.7

07/11/2022

EXHIBIT C Concept Development Plan

KUNA DEVELOPMENT
PRELIMINARY CONCEPT MASTER PLAN | CONCEPT PLAN
MARCH 09, 2021

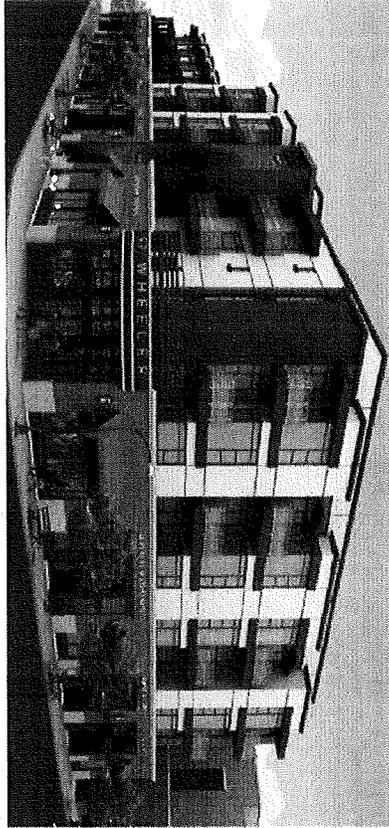


- PAIRED HOMES/
TOWNHOMES
- 3 STORY WALK-UP
APARTMENTS
- MIXED USE
- COMMERCIAL
- OPEN SPACE

FRK | LANDSCAPE & PLANNING

07/11/2022

MIXED USE HOUSING/RETAIL AND OFFICES

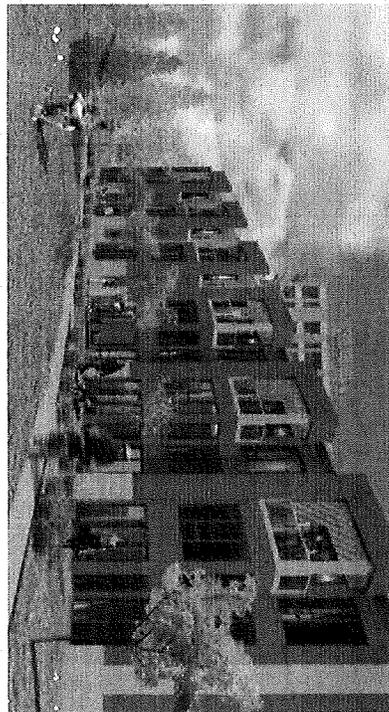


PAIRED HOMES/TOWNHOMES

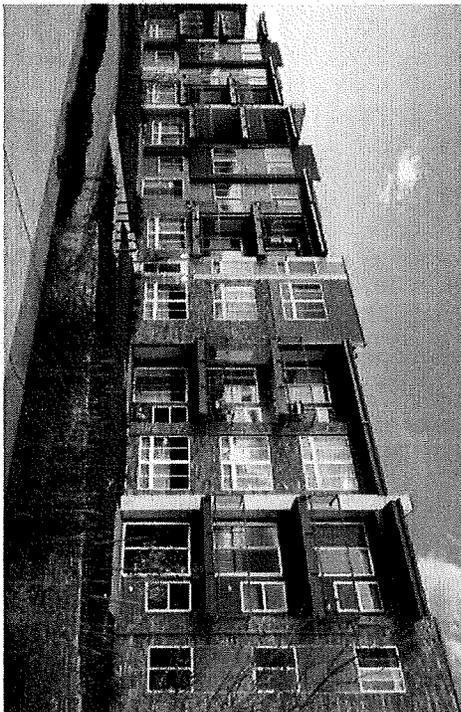


**KUNA DEVELOPMENT
PRECEDENT IMAGERY**
MARCH 09, 2021

3 STORY WALK-UP APARTMENTS



3 STORY WALK-UP APARTMENTS

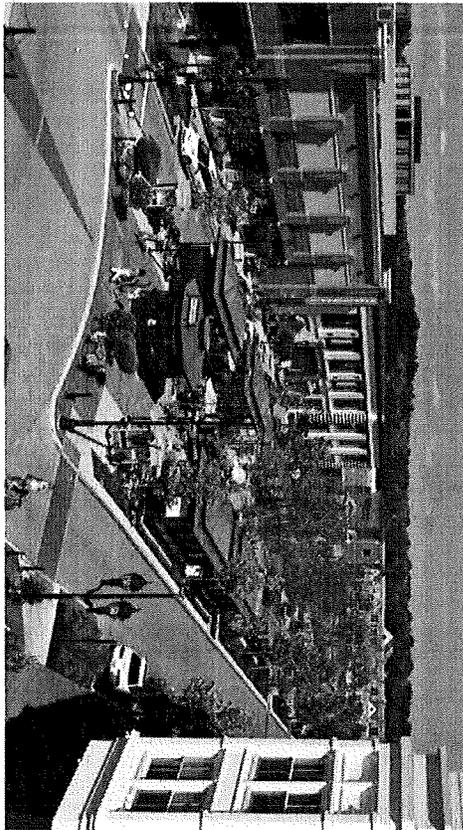


NOTE: IMAGES ARE TAKEN FROM GOOGLE AND ARE REPRESENTATIVE ONLY AND ARE ONLY INCLUDED TO CONVEY FORM AND SIZE.

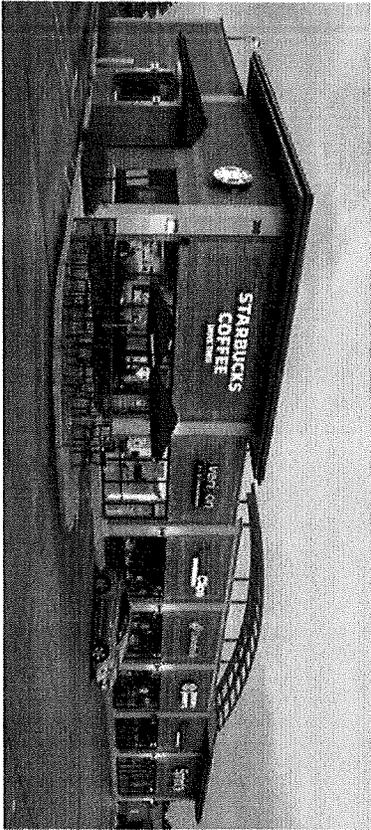
FRR | LANDSCAPE & PLANNING

07/11/2022

PUBLIC PLAZA

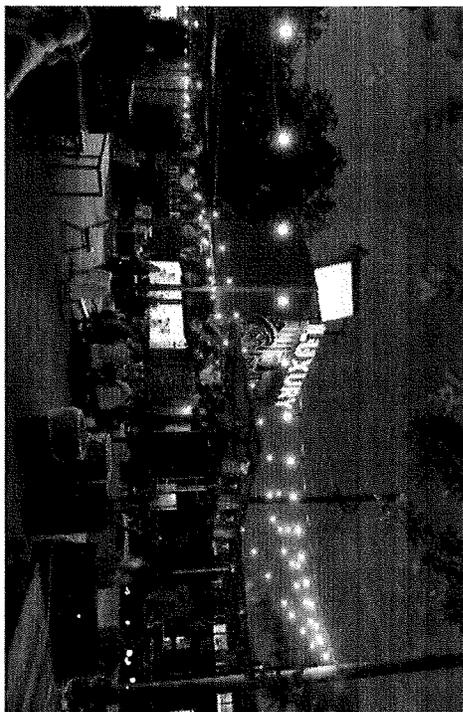


RETAIL AND DRIVE-THRU'S

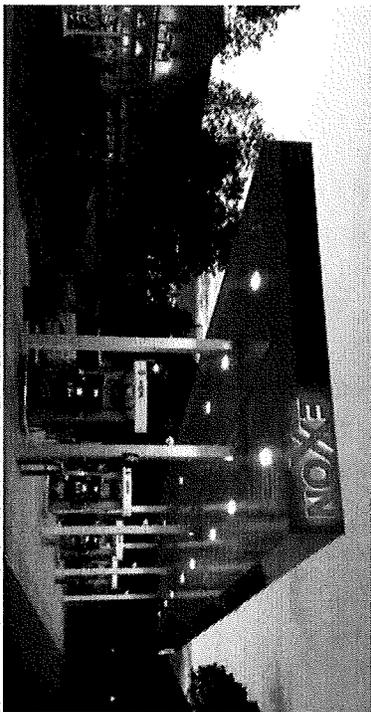


**KUNA DEVELOPMENT
PRECEDENT IMAGERY**
MARCH 09, 2021

OUTDOOR DINING



FUEL STATION

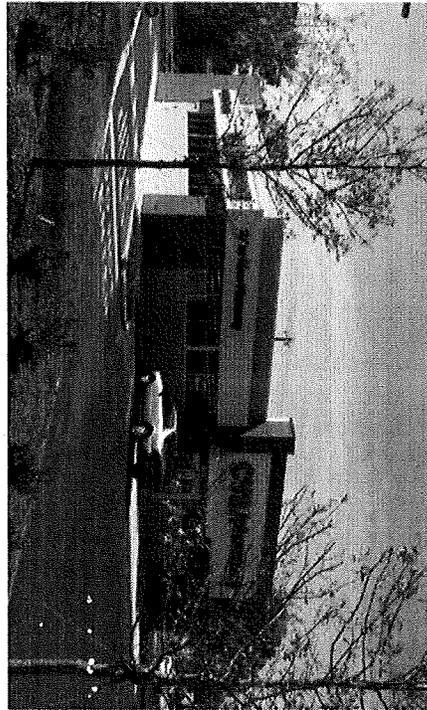


NOTE: IMAGES ARE TAKEN FROM GOOGLE AND ARE REPRESENTATIVE ONLY AND ARE ONLY INCLUDED TO CONVEY FORM AND SIZE.

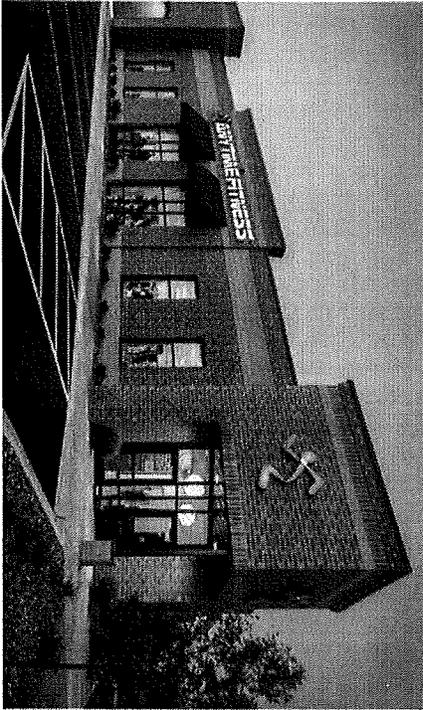
FFKR | LANDSCAPE & PLANNING

07/11/2022

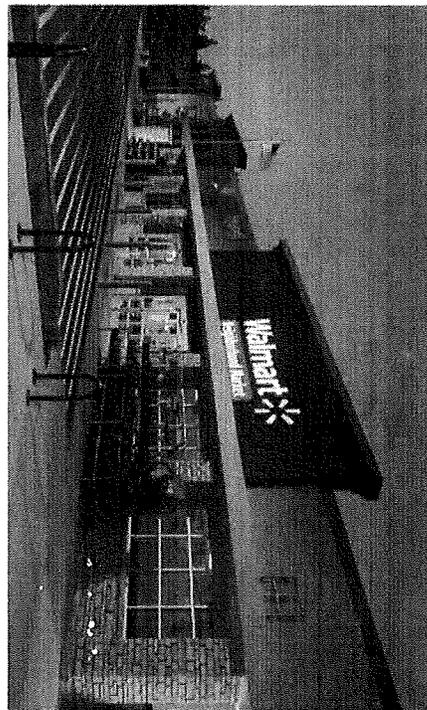
DRIVE-THRU PHARMACY



FITNESS



WALMART NEIGHBORHOOD MARKET



FAST FOOD



NOTE: IMAGES ARE TAKEN FROM GOOGLE AND ARE REPRESENTATIVE ONLY AND ARE ONLY INCLUDED TO CONVEY FORM AND SIZE.

**KUNA DEVELOPMENT
PRECEDENT IMAGERY**
MARCH 09, 2021

FFKR | LANDSCAPE & PLANNING

07/11/2022

EXHIBIT D House Bill 389

LEGISLATURE OF THE STATE OF IDAHO
Sixty-sixth Legislature First Regular Session - 2021

IN THE HOUSE OF REPRESENTATIVES

HOUSE BILL NO. 389

BY WAYS AND MEANS COMMITTEE

AN ACT

RELATING TO TAXATION; AMENDING SECTION 63-602G, IDAHO CODE, TO REVISE PROVISIONS REGARDING THE HOMEOWNER EXEMPTION; AMENDING SECTION 63-301A, IDAHO CODE, TO REVISE PROVISIONS REGARDING THE NEW CONSTRUCTION ROLL; AMENDING SECTION 63-602W, IDAHO CODE, TO REVISE PROVISIONS REGARDING CERTAIN BUSINESS PROPERTY TAX EXEMPTIONS; AMENDING SECTION 63-705, IDAHO CODE, TO REVISE PROVISIONS REGARDING PROPERTY TAX REDUCTION INCOME LIMITATIONS AND BENEFIT AMOUNTS AND TO ESTABLISH PROVISIONS FOR REFERRAL OF CERTAIN APPLICANTS TO THE PROPERTY TAX DEFERRAL PROGRAM; AMENDING SECTION 63-705A, IDAHO CODE, TO REVISE PROVISIONS REGARDING TAX REDUCTIONS FOR CERTAIN DISABLED VETERANS; AMENDING SECTION 63-715, IDAHO CODE, TO REVISE PROVISIONS REGARDING THE PROPERTY TAX DEFERRAL PROGRAM; AMENDING SECTION 63-802, IDAHO CODE, TO REVISE PROVISIONS REGARDING THE LIMITATION ON TAXING DISTRICT BUDGET REQUESTS; AMENDING SECTION 63-313, IDAHO CODE, TO REVISE PROVISIONS REGARDING THE TAXATION OF TRANSIENT PERSONAL PROPERTY; AMENDING SECTION 63-602KK, IDAHO CODE, TO REVISE PROVISIONS REGARDING THE TAXATION OF PERSONAL PROPERTY; AMENDING SECTION 63-803, IDAHO CODE, TO REVISE A DEFINITION AND TO MAKE TECHNICAL CORRECTIONS; AMENDING SECTION 63-3638, IDAHO CODE, TO REVISE PROVISIONS REGARDING PERSONAL PROPERTY TAX REPLACEMENT MONEYS; PROVIDING SEVERABILITY; AND DECLARING AN EMERGENCY, PROVIDING RETROACTIVE APPLICATION, AND PROVIDING EFFECTIVE DATES.

Be It Enacted by the Legislature of the State of Idaho:

SECTION 1. That Section 63-602G, Idaho Code, be, and the same is hereby amended to read as follows:

63-602G. PROPERTY EXEMPT FROM TAXATION -- HOMESTEAD. (1) For each tax year, the first one hundred twenty-five thousand dollars (~~\$100~~25,000) of the market value for assessment purposes of the homestead as that term is defined in section 63-701, Idaho Code, or fifty percent (50%) of the market value for assessment purposes of the homestead as that term is defined in section 63-701, Idaho Code, whichever is the lesser, shall be exempt from property taxation.

(2) The exemption allowed by this section may be granted only if:

(a) The homestead is owner-occupied and used as the primary dwelling place of the owner. The homestead may consist of part of a multidwelling or multipurpose building and shall include all of such dwelling or building except any portion used exclusively for anything other than the primary dwelling of the owner. The presence of an office in a homestead, which office is used for multiple purposes, including business and personal use, shall not prevent the owner from claiming the exemption provided in this section; and

07/11/2022

(b) The state tax commission has certified to the board of county commissioners that all properties in the county which are subject to appraisal by the county assessor have, in fact, been appraised uniformly so as to secure a just valuation for all property within the county; and

(c) The owner has certified to the county assessor that:

(i) He is making application for the exemption allowed by this section;

(ii) The homestead is his primary dwelling place; and

(iii) He has not made application in any other county for the exemption, and has not made application for the exemption on any other homestead in the county.

(d) For the purpose of this section, the definition of "owner" shall be the same definition set forth in section 63-701(7), Idaho Code.

When an "owner," pursuant to the provisions of section 63-701(7), Idaho Code, is any person who is the beneficiary of a revocable or irrevocable trust, or who is a partner of a limited partnership, a member of a limited liability company, or shareholder of a corporation, he or she may provide proof of the trust, limited partnership, limited liability company, or corporation in the manner set forth in section 63-703(4), Idaho Code.

(e) Any owner may request in writing the return of all copies of any documents submitted with the affidavit set forth in section 63-703(4), Idaho Code, that are held by a county assessor, and the copies shall be returned by the county assessor upon submission of the affidavit in proper form.

(f) For the purpose of this section, the definition of "primary dwelling place" shall be the same definition set forth in section 63-701(8), Idaho Code.

(g) For the purpose of this section, the definition of "occupied" shall be the same definition set forth in section 63-701(6), Idaho Code.

(3) An owner need only make application for the exemption described in subsection (1) of this section once, as long as all of the following conditions are met:

(a) The owner has received the exemption during the previous year as a result of his making a valid application as set forth in subsection (2) (c) of this section.

(b) The owner or beneficiary, partner, member or shareholder, as appropriate, still occupies the same homestead for which the owner made application.

(c) The homestead described in paragraph (b) of this subsection is owner-occupied or occupied by a beneficiary, partner, member or shareholder, as appropriate, and used as the primary dwelling place of the owner or beneficiary, partner, member or shareholder, as appropriate.

(4) The exemption allowed by this section shall be effective upon the date of the application and must be taken before the reduction in taxes provided by sections 63-701 through 63-710, Idaho Code, is applied.

(5) Recovery of property tax exemptions allowed by this section but improperly claimed or approved:

(a) Upon discovery of evidence, facts or circumstances indicating any exemption allowed by this section was improperly claimed or approved,

07/11/2022

the county assessor shall decide whether the exemption claimed should have been allowed and, if not, notify the taxpayer in writing, assess a recovery of property tax and notify the county treasurer of this assessment. If the county assessor determined that an exemption was improperly approved as a result of county error, the county assessor shall present the discovered evidence, facts or circumstances from the improperly approved exemption to the board of county commissioners, at which time the board may waive a recovery of the property tax and notify such taxpayer in writing.

(b) When information indicating that an improper claim for the exemption allowed by this section is discovered by the state tax commission, the state tax commission may disclose this information to the appropriate county assessor, board of county commissioners and county treasurer. Information disclosed to county officials by the state tax commission under this subsection may be used to decide the validity of any entitlement to the exemption provided in this section and is not otherwise subject to public disclosure pursuant to chapter 1, title 74, Idaho Code.

(c) The assessment and collection of the recovery of property tax must begin within the seven (7) year period beginning the date the assessment notice reflecting the improperly claimed or approved exemption was required to be mailed to the taxpayer.

(d) The taxpayer may appeal to the county board of equalization the decision by the county assessor to assess the recovery of property tax within thirty (30) days of the date the county assessor sent the notice to the taxpayer pursuant to this section. The board may waive the collection of all or part of any costs, late charges, and interest in order to facilitate the collection of the recovery of the property tax.

(e) For purposes of calculating the tax, the amount of the recovered property tax shall be for each year the exemption allowed by this section was improperly claimed or approved, up to a maximum of seven (7) years. The amount of the recovery of property tax shall be calculated using the product of the amount of exempted value for each year multiplied by the levy for that year plus costs, late charges and interest for each year at the rates equal to those provided for delinquent property taxes during that year.

(f) Any recovery of property tax shall be due and payable no later than the date provided for property taxes in section 63-903, Idaho Code, and if not timely paid, late charges and interest, beginning the first day of January in the year following the year the county assessor sent the notice to the taxpayer pursuant to this section, shall be calculated at the current rate provided for property taxes.

(g) Recovered property taxes shall be billed, collected and distributed in the same manner as property taxes, except each taxing district or unit shall be notified of the amount of any recovered property taxes included in any distribution.

(h) Thirty (30) days after the taxpayer is notified, as provided in paragraph (a) of this subsection, the assessor shall record a notice of intent to attach a lien. Upon the payment in full of such recovered property taxes prior to the attachment of the lien as provided in

07/11/2022

paragraph (i) of this subsection, or upon the successful appeal by the taxpayer, the county assessor shall record a rescission of the intent to attach a lien within seven (7) business days of receiving such payment or within seven (7) business days of the county board of equalization decision granting the appeal. If the real property is sold to a bona fide purchaser for value prior to the recording of the notice of the intent to attach a lien, the county assessor and treasurer shall cease the recovery of such unpaid recovered property tax.

(i) Any unpaid recovered property taxes shall become a lien upon the real property in the same manner as provided for property taxes in section 63-206, Idaho Code, except such lien shall attach as of the first day of January in the year following the year the county assessor sent the notice to the taxpayer pursuant to this section.

(j) For purposes of the limitation provided by section 63-802, Idaho Code, moneys received pursuant to this subsection as recovery of property tax shall be treated as property tax revenue.

(6) The legislature declares that this exemption is necessary and just.

(7) A homestead, having previously qualified for exemption under this section in the preceding year, shall not lose such qualification due to: the owner's, beneficiary's, partner's, member's or shareholder's absence in the current year by reason of active military service, or because the homestead has been leased because the owner, beneficiary, partner, member or shareholder is absent in the current year by reason of active military service. An owner subject to the provisions of this subsection must apply for the exemption with the county assessor every year on or before a deadline date as specified by the county assessor for the county in which the homestead is claimed. If an owner fails to apply on or before the established deadline, the county may, at its discretion, discontinue the exemption for that year.

(8) A homestead, having previously qualified for exemption under this section in the preceding year, shall not lose such qualification due to the owner's, beneficiary's, partner's, member's or shareholder's death during the year of the owner's, beneficiary's, partner's, member's or shareholder's death and the tax year immediately following such death provided that the homestead continues to be a part of the owner's, beneficiary's, partner's, member's or shareholder's estate. After such time, the new owner shall reapply to receive the exemption pursuant to this section and shall meet the qualification criteria contained in this section.

(9) The amount by which each exemption approved under this section exceeds one hundred thousand dollars (\$100,000) may, in the discretion of the governing board of a taxing district, be deducted from the new construction roll for the following year prepared by the county assessor in accordance with section 63-301A, Idaho Code, but only to the extent that the amount exceeds the same deduction made in the previous year.

SECTION 2. That Section 63-301A, Idaho Code, be, and the same is hereby amended to read as follows:

63-301A. NEW CONSTRUCTION ROLL. (1) The county assessor shall prepare a new construction roll, which shall be in addition to the property roll, which new construction roll shall show:

(a) The name of the taxpayer;

07/11/2022

- (b) The description of the new construction, suitably detailed to meet the requirements of the individual county;
- (c) A description of the land and its change in use, suitably detailed to meet the needs of the individual county;
- (d) The amount of taxable market value added to the property on the current year's property roll that is directly the result of new construction ~~or~~, including a change in use of the land or both associated with the new construction;
- (e) The amount of taxable market value added as provided in subsection (3) (g) of this section as a result of dissolution of any revenue allocation area;
- (f) The amount of taxable market value to be deducted to reflect the adjustments required in this paragraph ~~(f) (i), (f) (ii), (f) (iii) and (f) (iv) of this subsection:~~
 - (i) Any board of tax appeals or court-ordered value change, if property has a taxable value lower than that shown on any new construction roll in any one (1) of the immediate five (5) tax years preceding the current tax year;
 - (ii) Any reduction in value resulting from correction of value improperly included on any previous new construction roll as a result of double or otherwise erroneous assessment;
 - (iii) Any reduction in value, in any one (1) of the immediate five (5) tax years preceding the current tax year, resulting from a change of land use classification;
 - (iv) Any reduction in value resulting from the exemption provided in section 63-602W(4), Idaho Code, in any one (1) of the immediate five (5) tax years preceding the current tax year; and
 - (v) Any voluntary reduction in value reflecting a portion of certain homestead exemptions as provided in section 63-602G(9), Idaho Code.

(2) As soon as possible, but in any event by no later than the first Monday in June, the new construction roll shall be certified to the county auditor and a listing showing the amount of value on the new construction roll in each taxing district or unit be forwarded to the state tax commission on or before the fourth Monday in July. Provided however, the value shown in subsection (3) (f) of this section shall be reported to the appropriate county auditor by the state tax commission by the third Monday in July and the value sent by the county auditor to each taxing district. The value established pursuant to subsection (3) (f) of this section is subject to correction by the state tax commission until the first Monday in September and any such corrections shall be sent to the appropriate county auditor, who shall notify any affected taxing districts.

(3) Except as otherwise provided in this subsection, the value shown on the new construction roll shall include ninety percent (90%) of the taxable market value increase from:

- (a) Construction of any new structure that previously did not exist; or
- (b) Additions or alterations to existing nonresidential structures; or
- (c) Installation of new or used manufactured housing that did not previously exist within the county; or

07/11/2022

(d) Change of land use classification associated with the new structure; or

(e) Property newly taxable as a result of loss of the exemption provided by section 63-602W(3) or (4), Idaho Code; or

(f) The construction of any improvement or installation of any equipment used for or in conjunction with the generation of electricity and the addition of any improvement or equipment intended to be so used, except property that has a value allocated or apportioned pursuant to section 63-405, Idaho Code, or that is owned by a cooperative or municipality as those terms are defined in section 61-332A, Idaho Code, or that is owned by a public utility as that term is defined in section 61-332A, Idaho Code, owning any other property that is allocated or apportioned. No replacement equipment or improvements may be included; or

(g) Provided such increases do not include increases already reported on the new construction roll as permitted in paragraphs (j) and (k) of this subsection, increases in value over the base value of property on the base assessment roll within an urban renewal revenue allocation area that has been terminated pursuant to section 50-2909(4), Idaho Code, to the extent that this increment exceeds the incremental value as of December 31, 2006, or, for revenue allocation areas formed after December 31, 2006, the entire eighty percent (80%) of the increment value. Notwithstanding other provisions of this section, the new construction roll shall not include new construction located within an urban renewal district's revenue allocation area, except as provided in this paragraph; or

(h) New construction, in any one (1) of the immediate five (5) tax years preceding the current tax year, allowable but never included on a new construction roll, provided however, that, for such property, the value on the new construction roll shall reflect the taxable value that would have been included on the new construction roll for the first year in which the property should have been included.

(i) Formerly exempt improvements on state college or state university-owned land for student dining, housing, or other education-related purposes approved by the state board of education and board of regents of the university of Idaho as proper for the operation of such state college or university provided however, such improvements were never included on any previous new construction roll.

(j) Increases in base value when due to previously determined increment value added to the base value as required in sections 50-2903 and 50-2903A, Idaho Code, due to a modification of the urban renewal plan. In this case, the amount added to the new construction roll will equal eighty percent (80%) of the amount by which the increment value in the year immediately preceding the year in which the base value adjustment described in this subsection occurs exceeds the incremental value as of December 31, 2006, or, for revenue allocation areas formed after December 31, 2006, the entire increment value.

(k) Increases in base value when due to previously determined increment value added to the base value as a result of a de-annexation within a revenue allocation area as defined in section 50-2903, Idaho Code. In this case, the amount added to the new construction roll will equal

07/11/2022

eighty percent (80%) of the amount by which the increment value in the year immediately preceding the year in which the de-annexation described in this subsection occurs exceeds the incremental value as of December 31, 2006, or, for revenue allocation areas formed after December 31, 2006, the entire increment value within the area subject to the de-annexation.

(4) The amount of taxable market value of new construction shall be the change in net taxable market value that is attributable directly to the new construction ~~or~~, a change in use of the land upon completion of the new construction, or loss of the exemption provided by section 63-602W(3) or (4), Idaho Code. It shall not include any change in value of existing property that is due to external market forces such as general or localized inflation, except as provided in subsection (3) (g) of this section.

(5) The amount of taxable market value of new construction shall not include any new construction of property that has been granted a provisional property tax exemption, pursuant to section 63-1305C, Idaho Code. A property owner may apply to the board of county commissioners, if an application is required pursuant to section 63-602, Idaho Code, for an exemption from property tax at the time the initial building permits are applied for or at the time construction of the property has begun, whichever is earlier, or at any time thereafter.

(6) The amount of taxable market value of new construction shall not include any new construction of property for which an exemption from sales and use tax has been granted pursuant to section 63-3622VV, Idaho Code.

SECTION 3. That Section 63-602W, Idaho Code, be, and the same is hereby amended to read as follows:

63-602W. BUSINESS INVENTORY EXEMPT FROM TAXATION -- BUSINESS INVENTORY THAT IS A COMPONENT OF REAL PROPERTY THAT IS A SINGLE FAMILY DWELLING. The following property is exempt from property taxation: business inventory. For the purpose of this section, "business inventory" means all items of tangible personal property or other property, including site improvements, described as:

(1) All livestock, fur-bearing animals, fish, fowl and bees.

(2) All nursery stock, stock-in-trade, merchandise, products, finished or partly finished goods, raw materials, and all forest products subject to the provisions of chapter 17, title 63, Idaho Code, supplies, containers and other personal property that is held for sale or consumption in the ordinary course of the taxpayer's manufacturing, farming, wholesale jobbing, or merchandising business.

(3) Residential improvements never occupied. Once residential improvements are occupied as defined in section 63-317, Idaho Code, they shall be subject to the tax provided by section 63-317, Idaho Code. The provisions of section 63-602Y, Idaho Code, shall not apply to the exemption provided by this subsection. The exemption provided by this subsection applies only to improvements to real property, and only until first occupied. For purposes of this section, the term "residential improvements" means only:

- (a) Single family residences; or
- (b) Residential townhouses; or
- (c) Residential condominium units.

07/11/2022

The nonresidential portion of an improvement to real property that is used or is to be used for residential and nonresidential purposes does not qualify for the exemption provided by this section. If an improvement contains multiple residential units, each such unit shall lose the exemption provided in this section when it becomes occupied.

(4) Site improvements that are associated with land, such as roads and utilities, on real property held by the land developer, either as owner or vendee in possession under a land sale contract, for sale or consumption in the ordinary course of the land developer's business until other improvements, such as buildings or structural components of buildings, are ~~begun~~ completed or the real property is conveyed to a third party. For purposes of this subsection, a transfer of title to real property to a legal entity of which at least fifty percent (50%) is owned by the land developer, the land developer's original entity or the same principals who owned the land developer's original entity shall not be considered a conveyance to a third party. For purposes of this subsection, the amount of the exemption shall be the difference between the market value of the land with site improvements and the market value of the land without site improvements as shall be determined by a comparative market analysis of a similarly situated parcel or parcels of real property that have not been improved with such site improvements contemplated by this subsection. In the case the market value of land without site improvements cannot be reasonably assessed because of the absence of comparable sales, an exemption value of seventy-five percent (75%) of the market value of land with site improvements shall be granted to that parcel. An application is required for the exemption provided in this subsection in the first year the exemption is claimed; in subsequent consecutive years no new application is required. The application must be made to the board of county commissioners by April 15 and the taxpayer and county assessor must be notified of any decision and assessment of property by May 15. The decision or assessment of property, or both, of the board of county commissioners may be appealed to the county board of equalization no later than the fourth Monday in June. The applicant shall notify the board of county commissioners in writing of any change in eligibility for the parcel by April 15.

SECTION 4. That Section 63-705, Idaho Code, be, and the same is hereby amended to read as follows:

63-705. PUBLICATION OF CHANGES IN INCOME LIMITATIONS AND PROPERTY TAX OR OCCUPANCY TAX REDUCTION AMOUNTS.

(1) (a) The state tax commission shall publish adjustments to the income limitations, which shall be the greater of:

~~(a) an (i)~~ An individual's income as defined in section 63-701, Idaho Code, of not more than ~~twenty-eight~~ thirty-one thousand ~~nine~~ hundred dollars (~~\$28,031,900~~) per household for tax year ~~2006~~ 2021 and each tax year thereafter; or

~~(b) one (ii)~~ One hundred eighty-five percent (185%) of the federal poverty guidelines for a household of two (2) for tax year ~~2006~~ 2021 and each tax year thereafter.

(b) On and after January 1, 2022, if the current year's assessed value of the home owned by the individual, according to the current year's assessment notice, exceeds one hundred twenty-five percent (125%) of

07/11/2022

the median assessed valuation for all homes in the county receiving the homestead exemption pursuant to section 63-602G, Idaho Code, then the individual will instead be referred to the property tax deferral program set forth in sections 63-712 through 63-721, Idaho Code. Using the current year's assessed values, each county shall report the median assessed value of all properties receiving the homestead exemption in such county as of that date to the state tax commission no later than the first Monday in June. Provided, however, the provisions of this paragraph do not apply to a veteran with either a service-connected disability of one hundred percent (100%) or a disability rating based on individual unemployability rating that is compensated at the one hundred percent (100%) disability rate, as certified by the United States department of veterans affairs.

(c) The lowest income limitation shall allow a maximum reduction of one thousand ~~three hundred twenty five~~ five hundred dollars (\$1,~~320~~500) in tax year ~~2006~~ 2021 and thereafter, or actual property taxes or occupancy taxes, as applicable, whichever is less. Each income limitation and reduction amount shall be prorated based on the basic maximum reduction, in practicable increments so that the highest income limitation will provide for a reduction of ~~one~~ two hundred fifty dollars (\$~~1~~250), or actual property taxes, whichever is less.

(2) The tax commission shall publish the adjustments required by this section each and every year the secretary of health and human services announces cost-of-living modifications, pursuant to 42 U.S.C. 415(i). The adjustments shall be published no later than October 1 of each such year and shall be effective for claims filed in and for the following property tax year.

(3) The publication of adjustments under this section shall be exempt from the provisions of chapter 52, title 67, Idaho Code, but shall be provided to each county and to members of the public upon request and without charge.

SECTION 5. That Section 63-705A, Idaho Code, be, and the same is hereby amended to read as follows:

63-705A. SPECIAL PROPERTY TAX OR OCCUPANCY TAX REDUCTION FOR DISABLED VETERANS. (1) For tax year 2020~~1~~ and thereafter, regardless of any reduction received under section 63-705, Idaho Code, a veteran with a service-connected disability of one hundred percent (100%) or a disability rating based on individual unemployability rating that is compensated at the one hundred percent (100%) disability rate, as certified by the United States department of veterans affairs, shall receive a special reduction in property taxes or occupancy taxes levied on his homestead, as defined in section 63-701, Idaho Code. The special tax reduction shall be in the amount of one thousand ~~three~~ five hundred ~~twenty~~ dollars (\$1,~~320~~500) or for the amount of the veteran's actual property taxes or occupancy taxes, as applicable, whichever is less. If a veteran qualifies for tax reduction under both this section and section 63-705, Idaho Code, the combined tax reduction amount may not exceed the actual amount of the veteran's property taxes or occupancy taxes on his homestead.

07/11/2022

(2) An applicant for a special property tax or occupancy tax reduction under this section shall comply with all procedural requirements set forth in sections 63-701 through 63-710, Idaho Code, with the exception of any income documentation.

(3) In the event that a qualified veteran applies for the special tax reduction in this section but then dies, the veteran's surviving spouse is entitled to receive the special tax reduction in that year and subsequent years, until such time as the surviving spouse remarries, dies, or no longer has property tax levied on the homestead.

SECTION 6. That Section 63-715, Idaho Code, be, and the same is hereby amended to read as follows:

63-715. PROCEDURES -- APPEALS. Elections for deferral of payment of property tax shall be subject to the provisions of section 63-706, Idaho Code, and shall be included on the property tax reduction roll and processed and reviewed as provided in section 63-707, Idaho Code, for claims for property tax relief, except that an application for deferral must be submitted to the state tax commission by no later than the first Monday in September.

SECTION 7. That Section 63-802, Idaho Code, be, and the same is hereby amended to read as follows:

63-802. LIMITATION ON BUDGET REQUESTS -- LIMITATION ON TAX CHARGES -- EXCEPTIONS. (1) Except as otherwise provided in subsections (3) and (4) of this section, no taxing district shall certify a budget request for an amount of property tax revenues to finance an annual budget that exceeds the greater of paragraphs (a) through (k) of this subsection, inclusive maximum sum permitted under this section:

(a) (i) The highest dollar amount of property taxes certified for its annual budget for any one (1) of the three (3) tax years preceding the current tax year, whichever is greater, for the past tax year, which amount may be increased by a growth factor of not to exceed three percent (3%) plus the amount of revenue calculated as described in this subsection. Multiply the levy of the previous year, not including any levy described in subsection (4) of this section, or any school district levy reduction resulting from a distribution of state funds pursuant to section 63-3638(11) or (13), Idaho Code. The taxing district shall determine what portion of the three percent (3%) increase permitted under this subparagraph that it requires and then calculate a preliminary levy rate based on the percent chosen. In calculating the preliminary levy rate, the most current taxable market value shall be used, except that for taxable market values of centrally assessed operating property, the prior year's valuation may be used instead of the current year's taxable market values. The preliminary levy rate shall be multiplied by the value shown on the new construction roll compiled pursuant to section 63-301A, Idaho Code, and by ninety percent (90%) of the value of annexation during the previous calendar year, as certified by the state tax commission for taxable market values of operating property of public utilities and by the

07/11/2022

county assessor; except for a fire protection district annexing property prior to July 1, 2021, pursuant to section 31-1429, Idaho Code, the new levy rate shall be multiplied by one hundred percent (100%) of the value of any such property annexed prior to July 1, 2021.

(ii) The total budget increase calculated under this paragraph must not exceed eight percent (8%), except that any distribution of funds to a taxing district as a result of the termination of a revenue allocation area of an urban renewal district pursuant to section 50-2909(4), Idaho Code, shall not be subject to such limitation.

(iii) Following the first year in which a fire protection district has annexed city property pursuant to section 31-1429, Idaho Code, the city shall subtract an amount equal to the moneys spent on fire protection services during the last full year the city provided fire protection services to its residents from its budget limitation under this section.

(b) If the taxing district has not imposed a levy for three (3) or more years, the highest dollar amount of property taxes certified for its annual budget for the purpose of paragraph (a) (i) of this subsection shall be the dollar amount of property taxes certified for its annual budget during the last year in which a levy was made.

(c) The dollar amount of the actual budget request may be substituted for the amount in paragraph (a) of this subsection if the taxing district is newly created, except as may be provided in paragraph (i) of this subsection.

(d) ~~In the case of school districts, the restriction~~ This section does not apply to school district levies imposed in section 33-802, Idaho Code.

(e) (i) In the case of a nonschool district for which less than the maximum allowable increase in the dollar amount of property taxes is certified for annual budget purposes in any one (1) year, such a district may, in any following year, recover the forgone increase by certifying, in addition to any increase otherwise allowed, an amount not to exceed one hundred percent (100%) any or all of the increase originally forgone. Provided however, that prior to budgeting any forgone increase, the district must provide notice of its intent to do so, hold a public hearing, which may be in conjunction with its annual budget hearing, and certify by resolution the amount of forgone increase to be budgeted and the specific purpose for which the forgone increase is being budgeted. Upon adoption of the resolution, the clerk of the district shall file a copy of the resolution with the county clerk and the state tax commission. Said additional amount shall be included in future calculations for increases as allowed, except as provided in subparagraph (iii) of this paragraph.

(ii) If the forgone increase is budgeted for the purpose of maintenance and operations, the rate of recovering the reserved forgone moneys may increase the taxing district's budget by no more than one percent (1%) per year. Provided, however, this cap shall

07/11/2022

not apply to a taxing district that budgets its reserved forgone moneys for the purpose of maintenance and operations as long as it does not budget, or reserve as forgone, any portion of the three percent (3%) increase otherwise allowed and does not budget any new construction or annexation increases.

(iii) If the forgone increase is budgeted for a capital project or projects, the rate of recovering the reserved forgone moneys may not exceed three percent (3%) of the taxing district's budget for the year in which the forgone increase is budgeted. Forgone moneys budgeted for a capital project must be deducted from the taxing district's forgone balance in the year in which it is budgeted. Upon completion of such a capital project, the taxing district shall certify such completion to the state tax commission and county clerk. If, upon certification, the state tax commission finds that the taxing district included forgone moneys for a capital project in calculating the increase permitted under paragraph (a) of this subsection, the state tax commission shall direct the taxing district to reduce its property tax budget for any year in which the forgone moneys were used to calculate a budget increase, in an amount equal to the forgone moneys budgeted plus any increases attributed to the forgone moneys improperly included in the taxing district's property tax budget. For the purpose of this paragraph, a capital project includes:

1. The construction, expansion, renovation, or replacement of public facilities, including the acquisition of land and other site improvements;
2. The construction, expansion, or reconstruction of public works improvements, including roads, bridges, water systems, sewer systems, and broadband systems; and
3. The purchase of equipment with a useful life of ten (10) years or more.

(f) If a taxing district elects to budget less than the maximum allowable increase in the dollar amount of property taxes, the taxing district may reserve the right to recover all or any portion of that year's forgone increase in a subsequent year by adoption of a resolution specifying the dollar amount of property taxes being reserved. Otherwise, that year's forgone increase may not be recovered under paragraph (e) of this subsection. The district must provide notice of its intent to do so and hold a public hearing, which may be in conjunction with its annual budget hearing if applicable. The resolution to reserve the right to recover the forgone increase for that year shall be adopted at the annual budget hearing of the taxing district if the district has a budget hearing requirement.

(g) In the case of cities, if the immediately preceding year's levy subject to the limitation provided by this section is less than 0.004, the city may increase its budget by an amount not to exceed the difference between 0.004 and actual prior year's levy multiplied by the prior year's market value for assessment purposes. The additional amount must be approved by sixty percent (60%) of the voters voting on the question at an election called for that purpose and held on the date in May or

07/11/2022

November provided by law and may be included in the annual budget of the city for purposes of this section.

(h) A taxing district may submit to the electors within the district the question of whether the budget from property tax revenues may be increased beyond the amount authorized in this section, but not beyond the levy authorized by statute. The additional amount must be approved by sixty-six and two-thirds percent (66 2/3%) or more of the voters voting on the question at an election called for that purpose and held on the May or November dates provided by section 34-106, Idaho Code. If approved by the required minimum sixty-six and two-thirds percent (66 2/3%) of the voters voting at the election, the new budget amount shall be the base budget for the purposes of this section.

(i) When a nonschool district consolidates with another nonschool district or dissolves and a new district performing similar governmental functions as the dissolved district forms with the same boundaries within three (3) years, the maximum amount of a budget of the district from property tax revenues shall not be greater than the sum of the amounts that would have been authorized by this section for the district itself or for the districts that were consolidated or dissolved and incorporated into a new district.

(j) ~~In the instance or case of cooperative service agencies, the restrictions imposed in sections 33-315 through 33-318, Idaho Code.~~ This section does not apply to cooperative service agency levies imposed in sections 33-317 and 33-317A, Idaho Code.

(k) The amount of money received in the twelve (12) months immediately preceding June 30 of the current tax year as a result of distributions of the tax provided in section 63-3502B(2), Idaho Code.

(2) In the case of fire districts, during the year immediately following the election of a public utility or public utilities to consent to be provided fire protection pursuant to section 31-1425, Idaho Code, the maximum amount of property tax revenues permitted in subsection (1) of this section may be increased by an amount equal to the current year's taxable value of the consenting public utility or public utilities multiplied by that portion of the prior year's levy subject to the limitation provided by subsection (1) of this section.

(3) No board of county commissioners shall set a levy, nor shall the state tax commission approve a levy for annual budget purposes, which exceeds the limitation imposed in subsection (1) of this section unless authority to exceed such limitation has been approved by a majority of the taxing district's electors voting on the question at an election called for that purpose and held pursuant to section 34-106, Idaho Code, provided however, that such voter approval shall be for a period of not to exceed two (2) years.

(4) The amount of property tax revenues to finance an annual budget does not include revenues from nonproperty tax sources and does not include revenue from levies for the payment of judicially confirmed obligations pursuant to sections 63-1315 and 63-1316, Idaho Code, and revenue from levies that are voter-approved for bonds, override levies or supplemental levies, plant facilities reserve fund levies, school emergency fund levies or for levies applicable to newly annexed property or for levies applicable to new construction as evidenced by the value of property subject to the occupancy

07/11/2022

tax pursuant to section 63-317, Idaho Code, for the preceding tax year. The amount of property tax revenues to finance an annual budget does not include any property taxes that were collected and refunded on property that is exempt from taxation, pursuant to section 63-1305C, Idaho Code.

(5) The amount of property tax revenues to finance an annual budget shall include moneys received as recovery of property tax for a revoked provisional property tax exemption under section 63-1305C, Idaho Code.

SECTION 8. That Section 63-313, Idaho Code, be, and the same is hereby amended to read as follows:

63-313. SPECIAL PROVISIONS FOR TRANSIENT PERSONAL PROPERTY. (1) All transient personal property shall be listed by the owner and shall show the quantity, name, model, serial number, if any, year of manufacture, date of purchase, cost, whether new or used and other identifying information required by the county assessor. The list of transient personal property shall identify the owner of the property and shall be filed with the home county assessor on or before the first day of November of each year. The owner of transient personal property may elect to treat as his home county that county in which he maintains his residence or usual place of business or in which the transient personal property is usually kept. The report shall be made on forms prescribed by the state tax commission and shall identify periods of thirty (30) days or more during which the personal property is located in a county, specifying the location of the transient personal property for each month of the current calendar year with a projection of the location for the remaining months of November and December.

(2) The county assessor of the home county or the receiving county of the listing shall file within ten (10) days with the county assessor of all counties identified on the report a copy of the report. Each county so identified shall then place a prorated assessment on such personal property on the subsequent or missed property roll only for the length of time that the personal property was located in their county.

(3) In the event that any transient personal property has been or will be taxed for the current year in another state, the property shall be taxed for only that portion of the year that the transient personal property is kept and does remain in the state of Idaho.

(4) The provisions of this section shall not apply to transient personal property in transit through this state, or to transient personal property sold by the owner thereof in the home county upon which the taxes for the full year have been paid or secured, which said transient personal property is kept, moved, transported, shipped or hauled into and remaining in another county, and there kept or remaining either for the purpose of use or sale within the current year.

(5) For transient personal property valued at ~~over~~ more than one hundred thousand dollars (\$100,000), any exemption in section 63-602KK, Idaho Code, available to the taxpayer shall be allocated among counties based on the prorated value provided in subsection (2) of this section.

(6) Beginning January 1, 2022, all transient personal property is exempt from taxation. No replacement moneys shall be provided as a result of this subsection.

07/11/2022

SECTION 9. That Section 63-602KK, Idaho Code, be, and the same is hereby amended to read as follows:

63-602KK. PROPERTY EXEMPT FROM TAXATION -- CERTAIN PERSONAL PROPERTY.

(1) (a) An item of taxable personal property purchased on or after January 1, 2013, shall be exempt from property taxation if the item of taxable personal property has an acquisition price of three thousand dollars (\$3,000) or less.

(b) For purposes of this section, the term "acquisition cost" means all costs required to put an item of taxable personal property into service and includes:

- (i) The purchase price of a new or used item;
- (ii) The cost of freight and shipping;
- (iii) The cost of installation, engineering, erection or assembly; and
- (iv) Sales and use taxes.

(c) For purposes of this subsection, an "item of taxable personal property" means equipment, machinery, furniture or other personal property that is functioning at its highest and best use for the purpose it was designed and constructed and is generally capable of performing that function without being combined with other items of personal property. An item of taxable personal property is not an individual component part of a piece of equipment, machinery, furniture or other personal property as a whole. An item of taxable personal property does not include an improvement to real property, a part that will become an improvement, or anything defined as a fixture.

(2) (a) On and after January 1, 2015, except as provided in subsection (8) of this section, each person's personal property, located in the county, which is not otherwise exempt, shall be exempt to the extent of one hundred thousand dollars (\$100,000).

(b) On and after January 1, 2022, except as provided in subsection (8) of this section, each person's personal property, located in the county, which is not otherwise exempt, shall be exempt to the extent of an additional amount of one hundred fifty thousand dollars (\$150,000). The combined exemption under this paragraph and paragraph (a) of this subsection shall not exceed a total amount of two hundred fifty thousand dollars (\$250,000).

(c) For the purposes of this section, a person includes two (2) or more people using the property in a common enterprise who are within a relationship described in section 267 of the Internal Revenue Code, as defined in section 63-3004, Idaho Code.

(3) (a) No later than the third Monday of November 2013, the county clerk of each county shall certify to the state tax commission the amount of exemption from property taxes under subsection (2) (a) of this section, in that county for that year. No later than the third Monday of November 2022, the county clerk of each county shall certify to the state tax commission the amount of exemption from property taxes under subsection (2) (b) of this section in that county for that year. The certification shall identify the property receiving tax reductions, the value of the property, the property's location, the amount of the tax

07/11/2022

levy applicable to personal property in the location, and the tax before and after the exemption allowed in subsection (2) of this section. The certification shall be in the form prescribed by the state tax commission and shall include such additional information as the commission may require by rule as needed to implement the purpose of this section. The certification shall be reviewed and, if necessary, corrected by the state tax commission.

(b) Except as provided in subsection (7) of this section, ~~the year beginning January 1, 2014, and every year thereafter, a taxing district created prior to January 1, 2013, shall be eligible for reimbursement for the exemptions granted under subsection (2) (a) and (b) of this section. A taxing district created on and after January 1, 2013, and prior to January 1, 2022, shall be eligible for reimbursement of property taxes exempted only under subsection (2) (b) of this section. A taxing district created on or after January 1, 2022, shall not be eligible for reimbursement of any property taxes exempted under this section.~~ The amount of annual replacement of property tax on personal property exempted pursuant to subsection (2) of this section shall be the amount approved by the state tax commission pursuant to paragraph (a) of this subsection.

(4) (a) Subject to the limitations of this section, the state tax commission shall reimburse from the amount appropriated for personal property tax replacement in section 63-3638, Idaho Code, the county treasurer of each county for the reduction on the certifications provided in subsection (3) of this section. The county treasurer shall reimburse from the amount received to each taxing district within the county an amount in proportion to the amount of reduction shown on the certifications in subsection (3) of this section as corrected. The amount that would otherwise be attributable to tax revenues derived from tax levies on personal property exempted by this section within an existing revenue allocation area as defined in section 50-2903(15), Idaho Code, shall be paid directly by the county treasurer to such public body or agency entitled thereto, equal to the amounts that would have been distributed in accordance with the formula for such distribution set forth in section 50-2908, Idaho Code. ~~Taxing districts created on or after January 1, 2013, shall not be eligible for the reimbursement provided for in this paragraph.~~

(b) The state tax commission shall pay one-half (1/2) of the reimbursement provided in this section no later than December 20 of each year, and the second one-half (1/2) shall be paid by no later than June 20 of the following year. The money received by the county tax collector under the provisions of this section may be considered by counties and other taxing districts and budgeted against at the same time, and in the same manner, and in the same year as revenues from taxation. The total amount paid to the county treasurers shall not exceed the amount certified to the state tax commission under subsection (3) of this section.

(c) For purposes of the limitation provided by section 63-802, Idaho Code, moneys received from distributions pursuant to section 63-3638, Idaho Code, as property tax replacement for the taxable value of prop-

07/11/2022

erty exempt from taxation pursuant to this section shall be treated as property tax revenues.

(5) (a) Nothing contained in this section shall affect the taxation of forest lands or forest products pursuant to chapter 17, title 63, Idaho Code, or the taxation of the net profits of mines pursuant to chapter 28, title 63, Idaho Code.

(b) The exemption from personal property tax provided for in subsection (2) of this section shall not apply to motor vehicles, recreational vehicles, aircraft and boats that are not registered with the state of Idaho and for which required registration fees have not been paid.

(6) (a) The application for the exemption provided for in subsection (2) of this section shall be in the form prescribed by the state tax commission and shall include such information as the state tax commission may require by rule as needed to implement the purpose of this section including, but not limited to, a list of each item of personal property, the purchase date of each item of personal property, the unit cost of each item of personal property, if more than the exemption allowed in subsection (1) of this section, and the total cost of the items of personal property.

(b) The application for this exemption, if the county is capable of so providing, may be transmitted by the county assessor electronically, as that term is defined in section 63-115, Idaho Code, when requested by the taxpayer, or mailed by the county assessor to the taxpayer, or his agent or representative at the taxpayer's last known post office address, no later than March 1 of each year. The transmission or mailing of the application shall also include the taxpayer's application for the exemption allowed by this section for the last year in which the taxpayer filed an application.

(c) A taxpayer need only make application for the exemption in this section once as long as all of the following conditions are met:

(i) The taxpayer has received the exemption during the previous year as a result of him making a valid application as defined in this section.

(ii) The amount of the exemption allowed by this section is more than the taxable value of personal property owned by the taxpayer.

(iii) The taxpayer has not made purchases of personal property, excluding items of taxable personal property exempted pursuant to subsection (1) of this section, that would cause the taxable value of the personal property owned by the taxpayer to exceed the maximum amount allowed as an exemption by this section.

(d) Knowingly failing to report changes in the taxable value of personal property that exceed the amount of the exemption allowed pursuant to this section shall subject the taxpayer to a fine not in excess of ten thousand dollars (\$10,000) in addition to other penalties set forth in this chapter.

(7) Recovery of property tax exemptions allowed by this section but improperly claimed:

(a) Upon discovery of evidence, facts or circumstances indicating any exemption allowed by this section was improperly claimed, the county assessor shall decide whether the exemption claimed should have been

07/11/2022

allowed, and if not, notify the board of county commissioners, at which time the board may waive a recovery of the property tax and notify such taxpayer in writing.

(b) The assessment and collection of the recovery of property tax must begin within the seven (7) year period beginning on the date the assessment notice reflecting the improperly claimed exemption was required to be mailed to the taxpayer.

(c) The taxpayer may appeal to the board of tax appeals the decision by the board of county commissioners to assess the recovery of property tax within thirty (30) days of the date the county assessor sent the notice to the taxpayer pursuant to this section.

(d) For purposes of calculating the tax, the amount of the recovered property tax shall be for each year the exemption allowed by this section was improperly claimed or approved, up to a maximum of seven (7) years. The amount of the recovery of property tax shall be calculated using the product of the amount of exempted value for each year multiplied by the levy for that year plus costs, late charges and interest for each year at the rates equal to those provided for delinquent property taxes during that year. In cases of fraud, the fine set forth in subsection (6) (d) of this section shall be assessed for each tax year.

(e) Any recovery of property tax shall be due and payable no later than the date provided for property taxes in section 63-903, Idaho Code, and if not timely paid, late charges and interest, beginning the first day of January in the year following the year the county assessor sent the notice to the taxpayer pursuant to this section, shall be calculated at the current rate provided for property taxes.

(f) Recovered property taxes shall be billed, collected and distributed in the same manner as property taxes. If the recovery is for property tax for which the state provided replacement money, the amounts recovered shall be reported and remitted to the state tax commission, which shall reimburse the general fund. The state tax commission will then notify each affected taxing district or unit of its proportionate share of the recovered property tax, which amount shall be deducted from future payments to be made pursuant to subsection (3) of this section.

(g) Thirty (30) days after the taxpayer is notified, as provided in paragraph (a) of this subsection, the assessor shall record a notice of intent to attach a lien. Upon the payment in full of such recovered property taxes prior to the attachment of the lien as provided in paragraph (h) of this subsection, or upon the successful appeal by the taxpayer, the county assessor shall record a rescission of the intent to attach a lien within seven (7) business days of receiving such payment or within seven (7) business days of the county commissioners' decision granting the appeal.

(h) Any unpaid recovered property taxes shall become a lien upon the taxpayer's personal property in the same manner as provided for property taxes in section 63-206, Idaho Code, except such lien shall attach as of the first day of January in the year following the year the county treasurer sent the notice to the taxpayer pursuant to this section.

07/11/2022

(i) For purposes of the limitation provided by section 63-802, Idaho Code, moneys received pursuant to this subsection as recovery of property tax shall be treated as property tax revenue.

(8) For operating property with values apportioned to more than one (1) county, the personal property exemption shall be subtracted from the Idaho allocated value prior to apportionment and, for private railcar companies, prior to determining whether their values are to be apportioned. Notwithstanding amounts calculated as provided in subsection (1) of this section, the amount of the exemption otherwise provided in subsection (2) of this section shall be calculated as follows:

(a) Take the lesser amount of:

(i) The number of counties in which a company has operating property multiplied by ~~one~~ two hundred fifty thousand dollars (\$~~10~~250,000); or

(ii) The total statewide value of eligible personal property reported by the company.

(b) Reduce the amount calculated in paragraph (a) of this subsection by the value of any nonoperating personal property granted the exemption otherwise found in subsection (2) of this section, as reported by county assessors.

SECTION 10. That Section 63-803, Idaho Code, be, and the same is hereby amended to read as follows:

63-803. CERTIFICATION OF BUDGETS IN DOLLARS. (1) Whenever any taxing district is required by law to certify to any county treasurer, county auditor, county assessor, county commissioners, or ~~to any~~ other county officer, any property tax levy, ~~upon~~ on property located within said district, such certification shall, notwithstanding any other provision of the law applicable to any such district, be made at the time and in the manner hereinafter provided.

(2) The county auditor shall inform each of the taxing districts within his county of the taxable value of that district as soon as such value is known to the auditor, whether the value comes from the appraisal and assessment of real and personal property, ~~or~~ from allocation of the taxable value of operating property, or from other sources.

(3) Using the taxable value of the district, the council, trustees, board or other governing body of any taxing district shall certify the total amount required from a property tax upon property within the district to raise the amount of money fixed by ~~their~~ its budget as previously prepared or approved. The amount of money so determined shall be certified in dollars to the appropriate county commissioners. Any taxing unit, except regional airport authorities, located in more than one (1) county shall divide its dollar budget for certification to the separate counties by multiplying the amount of such budget by a fraction, the numerator of which shall be the total taxable value of all property in such taxing unit within the county to which such certification is to be made, and the denominator of which shall be the total taxable value of property in such taxing unit in all such counties. Budget certification to the participating counties of regional airport authorities shall be made in the manner prescribed in section 21-807(10), Idaho Code. Taxable value shall be certified by the county auditor of each

07/11/2022

affected county to such taxing unit and such certification shall be used in this formula. Except as provided in section 33-805, Idaho Code, relating to school emergency fund levies, the certification to the county commissioners required in this section shall be made not later than the Thursday prior to the second Monday in September, unless, upon application therefor, the county commissioners grant an extension of not more than seven (7) working days. After receipt of this certification, the county commissioners shall make a tax levy as a percent of taxable value of all property in the taxing district which, when applied to the tax rolls, will meet the budget requirements certified by such taxing districts.

(4) Except as provided in section 50-2908(1), Idaho Code, for the purpose of this section, "taxable value" shall mean the portion of the equalized assessed value, less any exemptions, not including the additional exemption provided for tax year 2022 in section 63-602KK(2)(b), Idaho Code, and the value that exceeds the value of the base assessment roll for the portion of any taxing district within a revenue allocation area of an urban renewal district, located within each taxing district ~~which~~ that certifies a budget to be raised from a property tax levy. When the county auditor is notified of revenues sufficient to cover expenses as provided in section 50-2903(5), Idaho Code, taxable value shall also include the value that exceeds the value of the base assessment roll for the portion of any taxing district within a revenue allocation area. For each taxing district, taxable value shall include the value from the property and operating property rolls for the current year and subsequent and missed property rolls for the prior year or the best estimate of the subsequent and missed property rolls for the current year.

SECTION 11. That Section 63-3638, Idaho Code, be, and the same is hereby amended to read as follows:

63-3638. SALES TAX -- DISTRIBUTION. All moneys collected under this chapter, except as may otherwise be required in sections 63-3203, 63-3620F, and 63-3709, Idaho Code, and except as provided in subsection (16) of this section, shall be distributed by the state tax commission as follows:

(1) An amount of money shall be distributed to the state refund account sufficient to pay current refund claims. All refunds authorized under this chapter by the state tax commission shall be paid through the state refund account, and those moneys are continuously appropriated.

(2) Five million dollars (\$5,000,000) per year is continuously appropriated and shall be distributed to the permanent building fund, provided by section 57-1108, Idaho Code.

(3) Four million eight hundred thousand dollars (\$4,800,000) per year is continuously appropriated and shall be distributed to the water pollution control fund established by section 39-3628, Idaho Code.

(4) An amount equal to the sum required to be certified by the chairman of the Idaho housing and finance association to the state tax commission pursuant to section 67-6211, Idaho Code, in each year is continuously appropriated and shall be paid to any capital reserve fund established by the Idaho housing and finance association pursuant to section 67-6211, Idaho Code. Such amounts, if any, as may be appropriated hereunder to the capital reserve fund of the Idaho housing and finance association shall be repaid for

07/11/2022

distribution under the provisions of this section, subject to the provisions of section 67-6215, Idaho Code, by the Idaho housing and finance association, as soon as possible, from any moneys available therefor and in excess of the amounts the association determines will keep it self-supporting.

(5) An amount equal to the sum required by the provisions of sections 63-709 and 63-717, Idaho Code, after allowance for the amount appropriated by section 63-718(3), Idaho Code, is continuously appropriated and shall be paid as provided by sections 63-709 and 63-717, Idaho Code.

(6) An amount required by the provisions of chapter 53, title 33, Idaho Code.

(7) An amount required by the provisions of chapter 87, title 67, Idaho Code.

(8) For fiscal year 2011 and each fiscal year thereafter, four million one hundred thousand dollars (\$4,100,000), of which two million two hundred thousand dollars (\$2,200,000) shall be distributed to each of the forty-four (44) counties in equal amounts and one million nine hundred thousand dollars (\$1,900,000) shall be distributed to the forty-four (44) counties in the proportion that the population of the county bears to the population of the state. For fiscal year 2012 and for each fiscal year thereafter, the amount distributed pursuant to this subsection shall be adjusted annually by the state tax commission in accordance with the consumer price index for all urban consumers (CPI-U) as published by the U.S. department of labor, bureau of labor statistics, but in no fiscal year shall the total amount allocated for counties under this subsection be less than four million one hundred thousand dollars (\$4,100,000). Any increase resulting from the adjustment required in this section shall be distributed to each county in the proportion that the population of the county bears to the population of the state. Each county shall establish a special election fund to which shall be deposited all revenues received from the distribution pursuant to this subsection. All such revenues shall be used exclusively to defray the costs associated with conducting elections as required of county clerks by the provisions of section 34-1401, Idaho Code.

(9) One dollar (\$1.00) on each application for certificate of title or initial application for registration of a motor vehicle, snowmobile, all-terrain vehicle or other vehicle processed by the county assessor or the Idaho transportation department, excepting those applications in which any sales or use taxes due have been previously collected by a retailer, shall be a fee for the services of the assessor of the county or the Idaho transportation department in collecting such taxes and shall be paid into the current expense fund of the county or state highway account established in section 40-702, Idaho Code.

(10) Eleven and five-tenths percent (11.5%) is continuously appropriated and shall be distributed to the revenue-sharing account, which is hereby created in the state treasury, and the moneys in the revenue-sharing account will be paid in installments each calendar quarter by the state tax commission on and after July 1, 2020, as follows:

(a) Forty-five and two-tenths percent (45.2%) shall be paid to the various cities as follows:

(i) The revenue-sharing amount calculated by the state tax commission for the various cities for each quarter of fiscal year 2020

07/11/2022

shall be the base amount for current quarterly revenue distribution amounts. The state tax commission shall calculate the per capita distribution for each city resulting from the previous fiscal year's distributions.

(ii) If there is no change in the amount of the revenue-sharing account from the same quarter of the previous fiscal year, then the various cities shall receive the same amount received for the same quarter of the previous fiscal year.

(iii) If the balance of the revenue-sharing account for the current quarter is greater than the balance of the revenue-sharing account for the same quarter of the previous fiscal year, then:

1. If the distributions made to the cities during the same quarter of the previous fiscal year were below the base amount established in fiscal year 2020, then the various cities shall first receive a proportional increase up to the base amount for each city and up to a one percent (1%) increase over such base amount. Any remaining moneys shall be distributed to cities with a below-average per capita distribution in the proportion that the population of that city bears to the population of all cities with below-average per capita distributions within the state.

2. If the distributions made to the cities during the same quarter of the previous fiscal year were at or above the base amount established in fiscal year 2020, then the cities shall receive the same distribution they received during the same quarter of the previous fiscal year plus a proportional increase up to one percent (1%). Any remaining moneys shall be distributed to the cities with a below-average per capita distribution in the proportion that the population of that city bears to the population of all cities with a below-average per capita distribution within the state.

(iv) If the balance of the revenue-sharing account for the current quarter is less than the balance of the revenue-sharing account for the same quarter of the previous fiscal year, then the cities shall first receive a proportional reduction down to the base amount established in fiscal year 2020. If further reductions are necessary, the cities shall receive reductions based on the proportion that each city's population bears to the population of all cities within the state.

(b) Forty-seven and one-tenth percent (47.1%) shall be paid to the various counties as follows:

(i) Fifty-nine and eight-tenths percent (59.8%) of the amount to be distributed under this paragraph (b) of this subsection shall be distributed as follows:

1. One million three hundred twenty thousand dollars (\$1,320,000) annually shall be distributed one forty-fourth (1/44) to each of the various counties; and

2. The balance of such amount shall be paid to the various counties, and each county shall be entitled to an amount in

07/11/2022

the proportion that the population of that county bears to the population of the state; and

(ii) Forty and two-tenths percent (40.2%) of the amount to be distributed under this paragraph (b) of this subsection shall be distributed as follows:

1. Each county that received a payment under the provisions of section 63-3638(e), Idaho Code, as that subsection existed immediately prior to July 1, 2000, during the fourth quarter of calendar year 1999, shall be entitled to a like amount during succeeding calendar quarters.

2. If the dollar amount of money available under this subsection (10) (b) (ii) in any quarter does not equal the amount paid in the fourth quarter of calendar year 1999, each county's payment shall be reduced proportionately.

3. If the dollar amount of money available under this subsection (10) (b) (ii) in any quarter exceeds the amount paid in the fourth quarter of calendar year 1999, each county shall be entitled to a proportionately increased payment, but such increase shall not exceed one hundred five percent (105%) of the total payment made in the fourth quarter of calendar year 1999.

4. If the dollar amount of money available under this subsection (10) (b) (ii) in any quarter exceeds one hundred five percent (105%) of the total payment made in the fourth quarter of calendar year 1999, any amount over and above such one hundred five percent (105%) shall be paid to the various counties in the proportion that the population of the county bears to the population of the state; and

(c) Seven and seven-tenths percent (7.7%) of the amount appropriated in this subsection shall be paid to the several counties for distribution to special purpose taxing districts as follows:

(i) Each such district that received a payment under the provisions of section 63-3638(e), Idaho Code, as such subsection existed immediately prior to July 1, 2000, during the fourth quarter of calendar year 1999, shall be entitled to a like amount during succeeding calendar quarters.

(ii) If the dollar amount of money available under this subsection (10) (c) in any quarter does not equal the amount paid in the fourth quarter of calendar year 1999, each special purpose taxing district's payment shall be reduced proportionately.

(iii) If the dollar amount of money available under this subsection (10) (c) in any quarter exceeds the amount distributed under paragraph (c) (i) of this subsection, each special purpose taxing district shall be entitled to a share of the excess based on the proportion each such district's current property tax budget bears to the sum of the current property tax budgets of all such districts in the state. The state tax commission shall calculate district current property tax budgets to include any unrecovered forgone amounts as determined under section 63-802(1) (e), Idaho Code. When a special purpose taxing district is situated in more

07/11/2022

than one (1) county, the state tax commission shall determine the portion attributable to the special purpose taxing district from each county in which it is situated.

(iv) If special purpose taxing districts are consolidated, the resulting district is entitled to a base amount equal to the sum of the base amounts received in the last calendar quarter by each district prior to the consolidation.

(v) If a special purpose taxing district is dissolved or disincorporated, the state tax commission shall continuously distribute to the board of county commissioners an amount equal to the last quarter's distribution prior to dissolution or disincorporation. The board of county commissioners shall determine any redistribution of moneys so received.

(vi) Taxing districts formed after January 1, 2001, are not entitled to a payment under the provisions of this paragraph (c) of this subsection.

(vii) For purposes of this paragraph (c) of this subsection, a special purpose taxing district is any taxing district that is not a city, a county, or a school district.

(11) Amounts calculated in accordance with section 2, chapter 356, laws of 2001, for annual distribution to counties and other taxing districts beginning in October 2001 for replacement of property tax on farm machinery and equipment exempted pursuant to section 63-602EE, Idaho Code. For nonschool districts, the state tax commission shall distribute one-fourth (1/4) of this amount certified quarterly to each county. For school districts, the state tax commission shall distribute one-fourth (1/4) of the amount certified quarterly to each school district. For nonschool districts, the county auditor shall distribute to each district within thirty (30) calendar days from receipt of moneys from the state tax commission. Moneys received by each taxing district for replacement shall be utilized in the same manner and in the same proportions as revenues from property taxation. The moneys remitted to the county treasurer for replacement of property exempt from taxation pursuant to section 63-602EE, Idaho Code, may be considered by the counties and other taxing districts and budgeted at the same time, in the same manner and in the same year as revenues from taxation on personal property which these moneys replace. If taxing districts are consolidated, the resulting district is entitled to an amount equal to the sum of the amounts received in the last calendar quarter by each district pursuant to this subsection prior to the consolidation. If a taxing district is dissolved or disincorporated, the state tax commission shall continuously distribute to the board of county commissioners an amount equal to the last quarter's distribution prior to dissolution or disincorporation. The board of county commissioners shall determine any redistribution of moneys so received. If a taxing district annexes territory, the distribution of moneys received pursuant to this subsection shall be unaffected. Taxing districts formed after January 1, 2001, are not entitled to a payment under the provisions of this subsection. School districts shall receive an amount determined by multiplying the sum of the year 2000 school district levy minus .004 times the market value on December 31, 2000, in the district of the property exempt from taxation pursuant to section 63-602EE, Idaho Code, provided that the

07/11/2022

result of these calculations shall not be less than zero (0). The result of these school district calculations shall be further increased by six percent (6%). For purposes of the limitation provided by section 63-802, Idaho Code, moneys received pursuant to this section as property tax replacement for property exempt from taxation pursuant to section 63-602EE, Idaho Code, shall be treated as property tax revenues.

(12) Amounts necessary to pay refunds as provided in section 63-3641, Idaho Code, to a developer of a retail complex shall be remitted to the demonstration pilot project fund created in section 63-3641, Idaho Code.

(13) Amounts calculated in accordance with ~~subsection (4)~~ of section 63-602KK(4), Idaho Code, for annual distribution to counties and other taxing districts for replacement of property tax on personal property tax exemptions pursuant to ~~subsection (2)~~ of section 63-602KK(2), Idaho Code, which amounts are continuously appropriated unless the legislature enacts a different appropriation for a particular fiscal year. For purposes of the limitation provided by section 63-802, Idaho Code, moneys received pursuant to this section as property tax replacement for property exempt from taxation pursuant to section 63-602KK, Idaho Code, shall be treated as property tax revenues. If taxing districts are consolidated, the resulting district is entitled to an amount equal to the sum of the amounts that were received in the last calendar year by each district pursuant to this subsection prior to the consolidation. If a taxing district or revenue allocation area annexes territory, the distribution of moneys received pursuant to this subsection shall be unaffected. Taxing districts and revenue allocation areas formed after January 1, ~~2013~~ 2022, are not entitled to a payment under the provisions of this subsection.

(14) Amounts collected from purchasers and paid to the state of Idaho by retailers that are not engaged in business in this state and which retailer would not have been required to collect the sales tax, less amounts otherwise distributed in subsections (1) and (10) of this section, shall be distributed to the tax relief fund created in section 57-811, Idaho Code. The state tax commission will determine the amounts to be distributed under this subsection.

(15) Any moneys remaining over and above those necessary to meet and reserve for payments under other subsections of this section shall be distributed to the general fund.

(16) One percent (1%), but not less than fifteen million dollars (\$15,000,000), is continuously appropriated and shall be distributed to the transportation expansion and congestion mitigation fund established in section 40-720, Idaho Code. The distribution provided for in this subsection must immediately follow the distribution provided for in subsection (10) of this section.

SECTION 12. SEVERABILITY. The provisions of this act are hereby declared to be severable and if any provision of this act or the application of such provision to any person or circumstance is declared invalid for any reason, such declaration shall not affect the validity of the remaining portions of this act.

SECTION 13. An emergency existing therefor, which emergency is hereby declared to exist, Sections 1, 2, 3, 4, 5, 6, 7, and 12 of this act shall be in

07/11/2022

full force and effect on and after passage and approval, and retroactively to January 1, 2021. Sections 8, 9, 10, and 11 of this act shall be in full force and effect on and after January 1, 2022.

W:\Work\K\Kuna, City of 25721\Development Agreements\Skylar Ranch\Skylar Ranch Development Agreement - CLEAN 5.04.2022 lh.docx

CITY OF KUNA

State of Idaho *Proclamation*

MENTAL HEALTH MONTH

WHEREAS, there is a proven connection between good mental health and overall personal health; and

WHEREAS, mental health issues affect almost every family in America; and

WHEREAS, people with mental health issues recover if given the necessary services and supports in their communities; and

WHEREAS, people with mental illnesses make important contributions to our families and our communities; and

WHEREAS, millions of adults and children are disabled by mental illnesses every year, and only one out of two people with a serious form of mental health illness seeks treatment; and

WHEREAS, stigma and fear of discrimination keep many who would benefit from mental health services from seeking help; and

WHEREAS, good mental health is critical to the well-being of our families, communities, schools, and businesses, and greater public awareness about mental health illnesses can change negative attitudes and behaviors toward people with mental illnesses.

NOW, THEREFORE, I, Joe L. Stear, Mayor of the City of Kuna, Idaho, do hereby proclaim May 2025 as:

Mental Health Month

And call upon all Kuna citizens, public and private institutions, businesses, and schools to recommit our community to increasing awareness and understanding of mental illnesses, reducing stigma and discrimination, and promoting appropriate and accessible services for all people with mental illnesses.

**IN WITNESS WHEREOF,
I set my hand on this the 6th day of May
in the year of two thousand and twenty-five.**

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





**ORDINANCE NO. 2025-14
CITY OF KUNA
ZONING ORDINANCE AMENDMENT**

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

- **MAKING CERTAIN FINDINGS; AND**
- **AMENDING CHAPTER 8, PART 12 OF TITLE 5 KUNA CITY CODE CERTIFICATES OF OCCUPANCY; AND**
- **PROVIDING A SEVERABILITY CLAUSE; AND**
- **DIRECTING THE CITY CLERK; AND**
- **PROVIDING AN EFFECTIVE DATE.**

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

Section 1: Findings.

- 1.1** The City of Kuna, Idaho is a municipal corporation organized and operating under the laws of the state of Idaho and is authorized under the provisions of Section 67-6511, Idaho Code, to establish within its jurisdiction one or more zones or zoning districts where appropriate which zoning districts and zoning ordinances are established and codified in Title 5 of the Kuna City Code and are known and cited as the Kuna Development Regulations Code.
- 1.2** The Planning and Zoning Commission of the City, pursuant to public notice as required by law, held a public hearing on February 11, 2025, as required by Sections 67-6511 and 67-6509, Idaho Code, considered the amendments made by this ordinance, and entered findings (approved by the Commission on February 25, 2025) where it was recommended to the Mayor and Council that this legislative proposal for amendments to the Kuna Development Regulations Code be approved.
- 1.3** The Kuna City Council, pursuant to public notice as required by law, held a public hearing on April 15, 2025, on the Legislative Proposal for Amendments to the Kuna Development Regulations Code, as required by Sections 67-6511 and 67-6509, Idaho Code, and in accordance with the provisions of Kuna City Code § 5-4-9 the City Council made findings (approved on May 6, 2025) and determined that the legislative proposal for amendments to the Kuna Development Regulations Code be approved.
- 1.4** It is necessary that the City Council adopt this Ordinance, as required by Section 67-6511(2) Idaho Code and Kuna City Code § 5-4-9(F), to complete the process of implementing the decision of the Kuna City Council to adopt and enact the legislative proposal for amendments to the Kuna Development Regulations Code.

Section 2: That Chapter 8, Part 12 of Title 5 Kuna City Code be and the same is hereby amended to read as follows:

5-8-1201: REQUIRED CERTIFICATES OF OCCUPANCY:

- A. *Required:* It shall be unlawful to use or occupy or permit the use or occupancy of any building or premises, or both, or part thereof hereafter created, erected, changed, converted, or wholly or partly altered or enlarged in its use or structure until a certificate of occupancy shall have been issued therefor by the Building Official in consultation with the Director, stating that the proposed use of the building or land conforms to the requirements of this title and with all conditional provisions that may have been imposed.
- B. *Temporary certificate of occupancy:* A temporary certificate of occupancy may be issued by the director for a period not exceeding six (6) months during alterations or partial occupancy of a building pending its completion.
- C. *Change in occupancy:* A change in the use of a building or a portion of the building that results in a change of occupancy classification, a change from one group to another group within an occupancy classification or any change in use within a group for which there is a change in application of the requirement of International Building Code. To make this change, an inspection is required to verify the structure, or space meets all life and safety requirements for the occupancy classification.

5-8-1202: RECORD OF ZONING PERMITS AND CERTIFICATES OF OCCUPANCY:

The director shall maintain a record of all zoning permits and certificates of occupancy and copies shall be furnished upon request to any person.

5-8-1203: FAILURE TO OBTAIN PERMIT OR CERTIFICATE:

Failure to obtain a zoning permit or certificate of occupancy shall be a violation of this title.

5-8-1204: COMPLIANCE WITH APPROVED PLANS, APPLICATIONS:

Zoning permits or certificates of occupancy issued on the basis of plans and applications approved by the director authorize only the use and arrangement, set forth in such approved plans and applications or amendments thereto, and no other use, arrangement or construction. Use, arrangement or construction contrary to that authorized shall be deemed a violation of this title.

Section 3: Severability Provision

This ordinance is hereby declared to be severable. Should any portion of this ordinance be declared invalid by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect and shall be read to carry out the purpose(s) of the ordinance before the declaration of partial invalidity.

Section 4: Directing the City Clerk

The City Clerk is directed to file, this Ordinance in the official records of the City and to provide a conformed copy to the, Planning and Zoning Director.

Section 5: Effective Date

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

ADOPTED this _____ day of _____, 2025.

CITY OF KUNA

Joe L. Stear, Mayor

ATTEST:

Nathan Stanley, City Clerk