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DEPT. OF WATER RESOURCES

Attorneys for Mountain Home Irr. Dist.

**IN THE DISTRICT COURT OF THE FIFTH JUDICIAL DISTRICT FOR THE
STATE OF IDAHO, IN AND FOR THE COUNTY OF TWIN FALLS**

In Re SRBA

Case No. 39576

Subcase Nos. 61-248 and 61-10419

**MOUNTAIN HOME IRRIGATION
DISTRICT MEMORANDUM IN
RESPONSE TO WEITZ
MEMORANDUM IN SUPPORT OF
MOTION FOR SUMMARY
JUDGMENT**

COMES NOW the Mountain Home Irrigation District (“MHID”) by and through its counsel of record, McHugh Bromley, PLLC, and files this *Memorandum in Response to Weitz Memorandum in Support Motion for Summary Judgment* (“Response”), supported by the records of this Court and previously filed pleadings in this matter. A *Motion to Strike* and *Memorandum in Support of MHID’s Motion to Strike Portions of the Affidavits of Timothy M. Healy, Daniel P. Weitz, and Exhibit 1 to Memorandum in Support of Weitz’s Motion for Summary Judgment* are filed concurrently herewith.

I. INTRODUCTION

Weitz & Company, Inc. (“Weitz”) moved for summary judgment on Count 1 and Counterclaim 2, that MHID “cannot show, as a matter of law, Weitz’s beneficial interest in Water Right No. 61-248 was invalidated as a result of the Snake River Basin Adjudication (‘SRBA’). Therefore, the portions of this matter relating to Weitz’s perpetual right to beneficial use should be summarily resolved by this Court.” *Memorandum in Support of Weitz’s Motion for Summary Judgment* at 1 (“Weitz Memo”).

As will be explained, Weitz admits 61-248 is not a valid water right; thus, the argument that 61-248 does not exist has been admitted. As to the assertion of perpetual use, Weitz, as a shareholder of 70 shares, is entitled to put water under the partial decree for 61-10419 to beneficial use on lands Weitz owns within MHID, nothing more. To argue something greater requires reading ambiguity into the partial decree for 61-10419, an ambiguity that is neither alleged nor proven. To allow ambiguity to be read into the 21-one-year-old partial decree for 61-10419 will undermine the finality of the SRBA and cannot be allowed. Accordingly, Weitz’s *Motion for Summary Judgment* should be denied.

II. ARGUMENT

A. Weitz Admits 61-248 Is No Longer A Water Right

As pled by MHID in Count 1 of its October 5, 2020, *Verified Petition for Declaratory Ruling* (“MHID Petition”): “By operation of the *Final Unified Decree*, 61-248 was decreed disallowed and is no longer a valid water right.” *MHID Petition* at 13 (emphasis added). On February 16, 2021, MHID moved for summary judgment on Count 1, filing a *Memorandum in Support of Motion for Summary Judgment*.

In its opening Memorandum in support of its own Motion for Summary Judgment, Weitz affirmatively recognizes: “MHID is technically correct – 61-248 is no longer a right of use independently recognized by the State.” *Memorandum* at 4 (emphasis added). Weitz also acknowledges 61-248 appears nowhere in the records of the Court: “61-248 is found neither in the list of Disallowed Water Rights Claims nor the list of Unclaimed Water Rights Decreed Disallowed attached to the *Final Unified Decree.*” *Weitz Memo* at 6. The existence of 61-248 is the only matter at issue in the instant motions for summary judgment. Weitz’s admissions now conclusively establish there are no material issues of fact precluding summary judgment. All parties to this case agree, 61-248 does not exist. A judicial admission is a statement made by a party or attorney, in the course of judicial proceedings, for the purpose, or with the effect, of dispensing with the need for proof by the opposing party of some fact. *Strouse v. K-Tek, Inc.*, 129 Idaho 616, 618-19, 930 P.2d 1361, 1363 (Ct. App. 1997) (citing *McLean v. City of Spirit Lake*, 91 Idaho 779, 783, 430 P.2d 670, 674 (1967); 29A AM. JUR.2d Evidence § 770 (1994); BLACK’S LAW DICTIONARY 48 (6th ed. 1990)); *Sun Valley Potato Growers, Inc. v. Tex. Refinery Corp.*, 139 Idaho 761, 765, 86 P.3d 475, 479 (2004). “To be a judicial admission a statement must be a deliberate, clear, and unequivocal statement of a party about a concrete fact within that party’s knowledge.” *Strouse* at 619, 930 P.2d at 1364. “The party making a judicial admission is bound by the statement and may not controvert the statement on trial or appeal.” *Id.*

Due to the lack of a record, and as argued previously by MHID on page 7 of its *Memorandum in Support of Motion for Summary Judgment*, the catch-all language in the *Final Unified Decree* applies: “All other water rights with a priority before November 19, 1987, not expressly set forth in this Final Unified Decree are hereby decreed as disallowed.” [footnote

omitted referencing subcases that were pending resolution, none of which included 61-248].”

Final Unified Decree at 10, ¶ 1 (emphasis added).

Weitz’s admissions, together with the undisputed fact and argument that 61-248 was not partially decreed by this Court, is consistent with MHID’s Count 1 that 61-248 ceased to exist and is not a valid water right. The Court should therefore find that 61-248 is not a valid water right.

B. The Plain Language Of 61-10419 Does Not Incorporate The “Quantifiable Elements” Or “Measurable Components” Of 61-248 Nor Has An Ambiguity To 61-10419 Been Alleged Or Proven

Recognizing that 61-248 itself is not a valid water right, Weitz presses this Court to find that the “quantifiable elements” or “measurable components” of 61-248 were instead incorporated into 61-10419. *Weitz Memorandum* at 5. This argument fails both as a matter of fact and as a matter of law.

As a matter of fact, 61-248 and 61-10419 bear no resemblance to one another, other than sharing the same source:

	61-248	61-10419
Source	Canyon Creek	Canyon Creek
Priority	4/8/1885	5/1/1886
Diversion Rate	160 inches	18.10 cfs
Storage Volume	None decreed	8688 acre-feet
Point of Diversion	None decreed	T.02S, R.06E, S.36, NENW
Place of Use	T.03S, R.06E, S.26, NW quarter	Within the Boundaries of the Mountain Home Irrigation District

MHID Petition at 4 and Exhibit 1 thereto (describing *Canyon Creek Decree*); *MHID Petition* at 8 and Exhibit 9 thereto (describing *Partial Decree Pursuant to I.R.C.P. 54(b) for Water Right 61-10419*).

Therefore, by Weitz's own measure and as a matter of fact, 61-10419 and 61-248 – a right Weitz admits no longer exists – bear different “measurable” and/or “quantifiable elements.”¹

As a matter of law, Weitz's argument also fails. It is well settled law when reviewing an SRBA partial decree: “this Court utilizes the same rules of interpretation applicable to contracts. If a decree's terms are unambiguous, this Court will determine the meaning and legal effect of the decree from the plain and ordinary meaning of its words.” *City of Blackfoot v. Spackman*, 162 Idaho 302, 306, 396 P.3d 1184, 1188 (2017) (internal citations omitted).

Here, Weitz neither cites the standard of review for an SRBA partial decree nor alleges any ambiguity with the terms of 61-10419. The closest Weitz gets to an allegation of ambiguity is the following statement: “The Idaho Department of Water Resources (‘IDWR’) includes the following notation in the Conditions of Approval for 61-10419: ‘This right is a combination of old right nos. 61-00248, 61-00249, 61-00259, 61-00265, 61-00267 & 61-00268.’ This suggests that IDWR believes such ‘is necessary for definition of the right, for clarification of a right, or for administration of the right. Idaho Code 42-1411(2)(j).” *Weitz Memo* at 5 (emphasis in original).² Weitz cites no document in the record for this claimed statement of fact, and MHID

¹ Weitz also asserts a “500 acre feet annual volume” is associated with 61-248. *Weitz Memorandum* at 5. Nowhere in the Canyon Creek Decree is there any reference to any storage volume associated with 61-248. If Weitz is attempting to point the Court to the 500 acre-feet that is discussed in the 1925 Agreement and 1935 Memorandum Decision, the Court granted Weitz's motion to dismiss or in the alternative change venue as to questions surrounding those documents. *Order on Motion to Dismiss or in the Alternative Motion to Change Venue*. Having succeeded in removing these questions from this Court's consideration, Weitz cannot now claim a basis exists for a “measurable” and/or “quantifiable” volume that was not expressly stated in the Canyon Creek Decree. Had Weitz's predecessors believed there was a volume element that went along with 61-248, they should have filed a beneficial use claim with IDWR. I.C. § 42-1409.

² Weitz attached *Adjudication Memorandum # 26* (“AJ Memo”) to its Memorandum to explain how IDWR views a “split or combined” water right. *Weitz Memo* at 6. The AJ Memo is dated “April 13, 2009.” Given the date of the AJ Memo, it was certainly not in use at the time when: (1) the claim for 61-10419 was filed by MHID in 1989 or 1990; (2) the Director's Report and Recommendation was issued to the Court in 1999; or (3) the Partial Decree was issued by the Court in 2000. The AJ Memo is therefore irrelevant for purposes of what IDWR may or may not have

can find no record in the pleadings filed in this case containing the purported IDWR “Condition of Approval.” Therefore, Weitz’s assertion fails to meet the standards for summary judgment and should be disregarded. I.R.C.P. 56(c) (summary judgment is only proper when “the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.”).

The SRBA documents, which MHID put into the record, go against the factually unsupported point Weitz is trying to make. Sometime in late 1989 or early 1990,³ MHID a *Notice of Claim to a Water Right Acquired Under State Law* numbered 61-10419 (“Claim”). *MHID Petition*, Ex. 6. Line 14, Remarks, states: “This is a combination of water right numbers A61-00249, A61-00248, A61-00267, A61-00268, A61-00259 and A61-00265.”

On February 16, 1999, the *Director’s Report for Basin 61, Irrigation & Other Rights* (“Director’s Report”) was received by the Court from IDWR. See 2/16/1999 entry in *IWTRS Case No. 39576*. The Director’s Report is filed with the Court pursuant to I.C. § 42-1411. This is the same statute cited to by Weitz in the preceding paragraph in relation to the purported “Condition of Approval.” The Director’s Report “shall constitute prima facie evidence of the nature and extent of the water rights acquired under state law.” I.C. § 42-1411(4). Included in the Director’s Report was a recommendation for 61-10419 (“Recommendation”). *MHID*

believed prior to April 13, 2009 and should be stricken from the record, as moved for by MHID in its contemporaneously filed *Motion to Strike*.

³ Page 1 of the Claim shows the date as “12/07/1989.” Page 7 of the Claim shows the date as “01/22/90.” For purposes of this controversy, whether the claim was filed in late 1989 or early 1990 is immaterial. That MHID is forced to debate the contents or merits of a claim filed some 30 years ago undermines the finality of the SRBA. “Finality is for good reason, especially in water law; otherwise, the approximate \$94 million the State expended in judicial and administrative costs during the SRBA would be jeopardized as mere wasteful expenditures. See Ann Y. Vonde et al., *Understanding the Snake River Basin Adjudication*, 52 Idaho L.Rev. 53, 56 (2016).” *Black Canyon Irrigation District v. State*, 163 Idaho 144, 155, 408 P.3d 899, 910 (2018).

Petition, Ex. 7. Nowhere in the Recommendation, which is the actual IDWR document filed with the Court, is the “Condition of Approval” language cited to by Weitz in the preceding paragraph. Thus, Weitz’s assertion that “IDWR believes such [reference to 61-248, 61-00249, 61-00259, 61-00265, 61-00267 & 61-00268] ‘is necessary for definition of the right’” is patently false, and completely contradicted by the fact that Claim Line 14, Remarks was not carried forward into the Recommendation, demonstrating IDWR did not believe the reference was necessary.

On October 26, 2000, and after reviewing the Recommendation, the Court issued its *Partial Decree Pursuant to I.R.C.P. 54(b) for Water Right 61-10419* (“Partial Decree”). The Partial Decree effectively mirrors the Recommendation, with some unrelated language in “Other Provisions Necessary for Definition or Administration of this Water Right” dealing with administration of water diverted by MHID in Basin 63.

Again, Weitz has alleged no ambiguity with the Partial Decree that was issued 21 years ago, nor can any ambiguity be found within the four corners of 61-10419 on any point asserted. “The decree entered in a general adjudication shall be conclusive as to the nature and extent of all water rights in the adjudicated water system” I.C. § 42-1420 (emphasis added). Allowing language to be read into the 21-year-old Partial Decree amounts to “nothing more than an impermissible collateral attack on the partial decree.” *City of Blackfoot* at 307, 396 P.3d at 1189 (emphasis added). To allow Weitz to interpret 61-10419 differently than its plain language impacts the certainty and finality of the SRBA and cannot be allowed: “Finality in water rights is essential.” *State v. Nelson*, 131 Idaho 12, 16, 951 P.2d 943, 947 (1998).

Not too many years ago, Rangen, Inc. (“Rangen”) made an argument to this Court similar to the one Weitz is making today. Rangen argued that its source, “Martin-Curren Tunnel,” was

ambiguous and should be recognized to include all the springs and Billingsley Creek based on the fact that Rangen historically used all the water, that there was a notation to this effect in its prior license, and because IDWR had accepted its measurements to include all of the springs. *See Rangen, Inc. 's Opening Brief*, pages 8-9, CV-2014-1338 (4th Jud. Dist., July 11, 2014).⁴ This Court rejected Rangen's argument in its October 24, 2014 *Memorandum Decision and Order on Petitions for Judicial Review*, with the Supreme Court affirming on appeal: "Any interpretation of Rangen's partial decrees that is inconsistent with their plain language would necessarily impact the certainty and finality of SRBA judgments." *Rangen Inc. v. Idaho Dept. of Water Res.*, 159 Idaho 798, 806, 367 P.3d 193, 201 (2016) (emphasis added). Even had Weitz argued ambiguity like Rangen before it, Weitz would find itself in the same position as Rangen, bound by the language of the SRBA water rights.

C. The Elements Of 61-10419 Are Appurtenant To All Of MHID For Use By Its Shareholders Not Specifically To Weitz

Citing *United States v. Pioneer Irr. Dist.*, 144 Idaho 106, 157 P.3d 600 (2007), Weitz asks the Court to conflate water MHID is bound to deliver its shareholders under MHID-owned water rights, with a private right, 61-248, that Weitz's predecessors failed to adjudicate in the SRBA, and now admits no longer exists. *See Weitz Memo* at 7 ("MHID insists, however indirectly, that by virtue of the *Final Unified Decree* it now holds full ownership of the right of use established under 61-248, and is thereby released from any obligation to deliver water to Weitz through its system."). As will be explained, Weitz is entitled, as a member in good standing, to receive water diverted by MHID as a shareholder of the district, yet Weitz has no

⁴ The pleadings and the Court's decisions on judicial review are located here: www.srba.state.id.us/appealindex.htm in Case No. CV-2014-1338.

entitlement to demand delivery of 61-248 or the 3.2 cfs that was, at one time, represented by that right.

As to shareholder water, all rights that bear the “Name and Address” of MHID are owned by MHID, including 61-10419. *First Security Corp. v. Belle Ranch, LLC.*, 165 Idaho 733, 742-43, 451 P.3d 446, 455-56 (2019). While MHID is not the United States Bureau of Reclamation (“BOR”), perhaps MHID shareholders are similar to the patrons of the irrigation districts in the Boise Project described in *Pioneer*.⁵ Here, MHID diverts water rights it owns through its system in Basin 61 and Basin 63. *Declaration of David Ascuena*. Water diverted by MHID is eventually put to beneficial use by its shareholders on their properties. Weitz is an MHID shareholder, entitled to receive 70 shares of water that is diverted by MHID water rights. *MHID Petition* at 7 and Exs. 4 & 5. Each MHID share represents a right to receive 3 acre-feet of water, but in times of drought, the amount of water is proportionally reduced. *Id.* at 7. As an irrigation district, MHID and its shareholders are bound by the rights and responsibilities described in Title 43, Idaho Code, including the trust relationship described in I.C. § 43-316.

As to water once represented by 61-248, the question is fundamentally different than what is described in *Pioneer*. In *Pioneer*, Boise River water was appropriated by BOR in the Boise Project, with the irrigation entities contracting for water that was developed by the federal government pursuant to the 1902 Reclamation Act. *Pioneer* at 108, 157 P.3d at 602. Here, just the opposite happened. The water Weitz claims an entitlement to is 3.2 cfs of natural flow appropriated by his predecessor, Richard Bennett, from Canyon Creek for irrigation of his property in Elmore County, not water that was appropriated by MHID. Flora Bennett then later

⁵ However, MHID is not conceding this issue, as its relationship with its shareholders may differ under its individual shareholder contracts.

contracted with MHID for delivery of “her said appropriation” through MHID’s system. *MHID Petition* at 5.

In the SRBA, and just as happened in *Pioneer*, the burden was on Weitz and his predecessors to file a claim for water they diverted, put to beneficial use, and believed they were entitled to. I.C. § 42-1411(5); *State v. United States*, 128 Idaho 246, 265, 912 P.2d 614, 633 (1995). Had that happened, it would have been IDWR’s role to then review each claim and make a recommendation to the Court. *Id.* Once the report of the director for each basin was issued, and just as happened in *Pioneer*, it was incumbent on persons within the SRBA, like Weitz and his predecessors,⁶ to review the report’s contents and file an objection to the extent there was disagreement. *Id.* With proper claims and objections, and as happened in *Pioneer*, issues of beneficial use and ownership were resolved by the SRBA’s special master, district judge, and the Idaho Supreme Court. No objections were filed by Weitz or his predecessors to IDWR’s recommendations for MHID’s claims, with the Court issuing the Partial Decree for 61-10419 on October 26, 2000, owned by MHID and “limited to the irrigation of a combined total of 7556.0 acres in a single irrigation season within the boundaries of the Mountain Home Irrigation District.” Thus, the water under 61-10419 is appurtenant to the entire service area for use by shareholders, and cannot be more particularly appurtenant to some number of acres owned by Weitz for irrigation with a certain diversion rate:⁷

⁶ Weitz acquired the property in 2006, *Affidavit of Daniel P. Weitz* at 1, ¶ 3, some 8 years before the SRBA issued the *Final Unified Decree*, effectively bringing an end to the adjudication. Had Weitz done any due diligence, it would have been discovered there was no record of 61-248 in the records of the SRBA, and the matter could have been raised. To the extent “David F. Van Berkem, successor trustee of the Van Berkem Trust,” *Id.*, warranted that the property Weitz acquired came with 61-248, Weitz should take the issue up with the Van Berkems.

⁷ In MHID’s contemporaneously filed *Motion to Strike* and *Memorandum in Support of Motion to Strike*, the assertion made by in paragraph 5 to the *Affidavit of Daniel P. Weitz* regarding water “appurtenant” to land owned by Weitz & Company, Inc. within the boundaries of MHID should be stricken a legal conclusion being given by a fact witness against I.R.E. 701, and lacking personal knowledge of MHID’s internal operations in violation of I.R.E. 602.

While typical water rights are decreed as appurtenant to specific tracts of land, a water-delivery organization's water right is decreed with a "generally described place of use." I.C. § 42-219(7). This results in a sort of legal fiction – the "general" appurtenancy. As we acknowledge in *A&B Irrigation District v. Idaho Department of Water Resources*, the legal effect of a water right which was "limited to the irrigation of 62,604.3 acres within the A&B Irrigation District boundary" was that the "water diverted from any one of the points of diversion is *appurtenant to* and therefore can be used *on any and all of the 62,604.3 acres within the defined place of use.*" 153 Idaho 500, 514, 284 P.3d 225, 239 (2012) (emphasis added).

Eagle Creek Irr. Co. v. A.C. & C.E. Investments, Inc., 165 Idaho 467, 466, 447 P.3d 915, 924 (2019).

Only now, 21 years after 61-10419 was issued, is Weitz asserting an ownership and beneficial use claim to a particularized 3.2 cfs once represented by 61-248 – a right that no longer exists – for irrigation of some number of acres owned by Weitz. To the extent Weitz has an entitlement to water that is separate from that as a shareholder, there is simply no water right that was partially decreed in the SRBA to support the conclusion. Indeed, as recently stated by the Supreme Court: "Landowners served by irrigation districts do not hold individual water rights in connection with their service." *Id.* at 475, 447 P.3d at 923 (emphasis added).

Consequently, Weitz has no separate water right within the boundaries of MHID, and the only duty MHID owes to Weitz is as a shareholder who is entitled to receive 70 shares when water is available.

D. Weitz Fails to Support All Statements of Fact with Citation to the Record

As a final matter, Weitz fails to state in either its Motion or Memorandum that the pleadings are supported by anything, let alone the *Affidavit of Daniel P. Weitz* or the *Affidavit of Timothy M. Healy*. The Motion and Memorandum were mailed for service with the Court on February 12, 2021, while the affidavits were signed and notarized on February 15, 2021, then faxed on February 16, 2021. With the affidavits filed after the pleadings, and with the *Weitz Memo* never citing the affidavits for any purpose, nor the record that existed or anticipated to

exist at the time of hearing, it leaves MHID, and more importantly, this Court, in the position of having to guess how the affidavits apply, if at all.

Compounding the matter is not every Statement of Fact in the Memorandum cites to a document in the record. Summary judgment is proper only when “the pleadings, depositions, and admissions on file, together with the affidavits, if any, show that there is no genuine issue as to any material fact and that the moving party is entitled to judgment as a matter of law.”

I.R.C.P. 56(c). The party moving for summary judgment has the burden of demonstrating the absence of a genuine issue of material fact. *First Security* at 740, 451 P.3d at 453. The party moving for summary judgment may satisfy his or her initial burden by establishing, either by an affirmative showing with the moving party’s own evidence or by reviewing the nonmoving party’s evidence, that the nonmoving party will be unable to prove an element of a claim or defense at trial. *McCorkle v. Northwestern Mutual Life Ins. Co.*, 141 Idaho 550, 554, 112 P.3d 838, 842 (2005).

Statement of Fact paragraphs 1, 4, 5, 9, and 12 are made in the Weitz Memo with no citation to any document in the record:

1. Weitz is an Idaho corporation in good standing with the Secretary of State, whose registered agent’s address is 1900 W Main Street, Boise, Idaho 83702.

....

4. MHID and its predecessors in interest, the Mountain Home Co-Operative Irrigation Company (“Co-Op”), delivered irrigation water to the lands described under 61-248 through MHID infrastructure and infrastructure belonging to Weitz and its predecessors.

5. Weitz and its predecessors in interest have continued to beneficially use the water for irrigation as decreed by the Elmore County District Court in 1914.

....

9. Neither Weitz nor its predecessors in interest authorized MHID to combine or take legal title to Water Right No. 61-248 by way of an SRBA claim.

...

12. The source, rate, annual volume, beneficial use, and place of use adjudicated in the Canyon Creek Decree under 61-248 were recognized, incorporated into 61-10419, and superseded by the SRBA *Final Unified Decree*.

Weitz Memo at 2-3.

With Weitz failing to cite any portion of the record to support Statement of Fact paragraphs 1, 4, 5, 9, and 12, those purported “facts” cannot be considered in determining if Weitz is entitled to summary judgment. To the extent Weitz is attempting to do so by implication, MHID has filed a *Motion to Strike* to be heard prior to the hearing on the parties’ motions for summary judgment.

III. CONCLUSION

Based on the foregoing, Weitz’s Motion for Summary Judgment should be denied. As admitted by Weitz and argued by MHID, 61-248 is not a valid water right, due to it not being partially decreed. The plain language of 61-10419 shows it is owned by MHID and appurtenant to the district’s boundaries for beneficial use by its shareholders within MHID’s boundaries. To argue otherwise requires reading an ambiguity into 61-10419, an ambiguity that does not exist, which would result in undermining the finality of the SRBA. As an MHID shareholder who enjoys certain legal rights and responsibilities, Weitz is entitled to put 61-10419 to beneficial use consistent with the number of shares owned, nothing more. Accordingly, Weitz’s *Motion for Summary Judgment* should be denied, and MHID’s *Motion for Summary Judgment* should be granted due to Weitz’s admission that 61-248 does not exist.

///

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DATED this 25th day of February, 2021.

A handwritten signature in black ink, appearing to read "C. Bromley", written over a horizontal line.

CHRIS M. BROMLEY

Attorneys for Mountain Home Irr. Dist.

CERTIFICATE OF SERVICE

I certify that on this 25th day of February, 2021, I caused to be served a true and correct copy of the foregoing was served as follows:

United States Mail:

Clerk of the District Court
Snake River Basin Adjudication
253 Third Avenue North
PO Box 2707
Twin Falls, ID 83303-2707

IDWR Document Depository
PO Box 83720
Boise, ID 83720-0098
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