



CITY OF KUNA

**P. O. BOX 13
KUNA, ID 83634**

Telephone (208) 922-5546 Fax (208) 922-5989
www.kunacity.id.gov

April 15, 2014

7:00 P.M. REGULAR CITY COUNCIL MEETING

**KUNA CITY COUNCIL CHAMBER
763 W. AVALON ST.
KUNA, IDAHO**

CITY OFFICIALS

**W. Greg Nelson, Mayor
Richard Cardoza, Council President
Briana Buban-Vonder Haar, Council Member
Pat Jones, Council Member
Joe Stear, Council Member**

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 922-5546 to make inquiry concerning the nature of the item described on the agenda.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the City Clerk at 922-5546 at least forty-eight (48) hours prior to the meeting to allow the City to make reasonable arrangements to ensure accessibility to this meeting.

CITY OF KUNA
REGULAR CITY COUNCIL MEETING
AGENDA
TUESDAY, APRIL 15, 2014
Kuna City Hall Council Chamber, 763 W. Avalon Street, Kuna, Idaho

7:00 P.M. REGULAR CITY COUNCIL

Call to Order and Roll Call

Invocation: Karen Hernandez, United Methodist Church

Pledge of Allegiance: Mayor Nelson

1. Consent Agenda:

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 Old Business or as instructed by the City Council.

A. City Council Meeting Minutes:

1. Minutes of April 1, 2014

B. Accounts Payable Dated April 15, 2014 in the Amount of \$288,094.44

C. Alcohol Licenses:

1. Renewal of Fiesta Guadalajara, 780 E. Avalon Street, Liquor-by-the-Drink and On-Premise Beer
2. Renewal of S&D Kuna Inc., dba Idaho Pizza Co., 331 Avenue E, On-Premise Beer and On-Premise Wine
3. Renewal of Walgreens #13614, 869 E. Avalon Street, Off-Premise Beer and Off-Premise Wine
4. Renewal of Pizza Hut #2163, 251 Avenue D, On-Premise Beer
5. Renewal of 4Es Bar LLC, 379 Main Street, Liquor-by-the-Drink and On-Premise Beer

6. Renewal of Longhorn Lounge, 458 W. Main Street, Liquor-by-the-Drink and On-Premise Beer
7. Renewal of El Tesoro, 751 W 4th Street, Liquor-by-the-Drink and On-Premise Beer
8. Renewal of The Arlene , 459 W. Main Street, Liquor-by-the-Drink and On-Premise Beer

D. Resolutions:

E. Findings of Facts and Conclusions of Law:

1. 07-03-DA; Development Agreement Modification Request from Ridley's Family Markets and Curt Faus Corp.

2. Citizen's Reports or Requests:

- A. Annual Kuna Clean-up Project – Chad Gordon, J&M Sanitation

3. Old Business:

4. Public Hearings: (7:00 p.m. or as soon thereafter as matters may be heard.)

- A. Continuation of Development Agreement Modification Request: Waters Edge / (Laketown): 03-19-DA – Richard Roats, City Attorney

5. New Business:

- A. Ada County Highway District (ACHD) Informational Presentation on Commuteride
- B. Report on Ada County Prosecution Services Contract – Brian Naugle, Deputy Prosecutor
- C. 2013 Annual Review and Current Crime Update for Kuna – Justin Dusseau, Kuna City Police Chief
- D. Resolution No. R24-2014 Water's Edge Subdivision – Richard Roats, City Attorney

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO DEVELOPMENT AGREEMENT-AMENDING THE DEVELOPMENT AGREEMENT FOR THE PROPERTY KNOWN AS WATER'S EDGE SUBDIVISION AND NOW OWNED BY DBTV WATER'S EDGE FARM, LLC.

- E. Resolution No. R25-2014 – Farm 107 Development Agreement Release – Richard Roats, City Attorney

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE CITY CLERK TO EXECUTE THE RELEASE OF DEVELOPMENT AGREEMENT RELEASING THE DEVELOPMENT AGREEMENT FROM THE PROPERTY ONCE OWNED BY THE CITY OF KUNA, IDAHO CONSISTING OF APPROXIMATELY 107 ACRES AND NOW OWNED BY DBTV WATERS EDGE FARM, LLC.

- F. Resolution No. R26-2014 – Applewood Development Agreement Release – Richard Roats, City Attorney

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE CITY CLERK TO EXECUTE THE RELEASE OF DEVELOPMENT AGREEMENT RELEASING THE DEVELOPMENT AGREEMENT FROM THE PROPERTY ONCE KNOWN AS GREATER DANSKIN DEVELOPMENT AND ALSO APPLEWOOD SUBDIVISION AND NOW OWNED BY DBTV APPLEWOOD FARM, LLC, DB DEVELOPMENT LLC AND THE KUNA SCHOOL DISTRICT.

- G. Resolution No. R27-2014 Accepting Form of Financial Guarantee for Merrell Family Center Subdivision – Gordon Law, City Engineer

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE KUNA CITY ENGINEER TO ACCEPT AN IRREVOCABLE LETTER OF CREDIT IN LIEU OF CONSTRUCTION FOR THE MERRELL FAMILY CENTER SUBDIVISION UNDER CERTAIN TERMS AND CONDITIONS SO THE FINAL PLAT MAY BE RECORDED PRIOR TO COMPLETION OF CONSTRUCTION.

- H. Resolution No. R28-2014 Interagency Agreement for Bridge Project – Wendy Howell, P&Z Director

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE INTERAGENCY AGREEMENT FOR: ROADWAY CONSTRUCTION/DRAINAGE BASIN CONSTRUCTION AVALON SHORTLINE STREET/BRIDGE ACHD PROJECT NO. 814011.001.

- I. Resolution No. R29-2014 Temporary License Agreement for Bridge Project – Wendy Howell, P&Z Director

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE TEMPORARY LICENSE AGREEMENT WITH ACHD, GRANTING THE CITY A LICENSE TO INSTALL, MAINTAIN, REPAIR AND REPLACE THE LANDSCAPING AND IRRIGATION AS IDENTIFIED IN THE AGREEMENT, AND TO INSTALL, MAINTAIN, REPAIR AND REPLACE THE DECORATIVE PANELS ON THE INTERIOR WALLS OF THE INDIAN CREEK BRIDGE.

- J. Resolution No. R30-2014 Perpetual Easement for Stormwater Facility – Wendy Howell, P&Z Director

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE PERPETUAL EASEMENT WITH THE ADA COUNTY HIGHWAY DISTRICT (ACHD) GRANTING ACHD AN EASEMENT TO CONSTRUCT A STORM WATER DRAINAGE RETENTION FACILITY AND TO PROVIDE ACCESS TO THE PROPERTY FOR THE REPAIR AND MAINTENANCE OF THE STORM WATER DRAINAGE RETENTION FACILITY.

- K. Discussion on City of Kuna Step and Grade Implementation – Richard Roats, City Attorney
- L. Discussion on Tablets - Approval to Purchase Tablets from Apple Store in Boise and Air Watch for Tablet Management – Richard Roats, City Attorney
- M. Consideration for Approval Resolution No. R31-2014, 2014-2015 Transportation Priority Requests – Wendy Howell, P&Z Director

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR AND CITY CLERK TO FORWARD THAT CERTAIN PROJECT PRIORITY LIST ENTITLED “2014-2015 TRANSPORTATION PRIORITIZATION REQUESTS FOR THE CITY OF KUNA” AS THE OFFICIAL TRANSPORTATION PROJECT PRIORITY LIST FOR THE CITY OF KUNA TO ADA COUNTY HIGHWAY DISTRICT; WHICH SAID PROJECT PRIORITY LIST IS ATTACHED HERETO AND MADE A PART HEREOF; AND HEREBY REPEALING ALL PREVIOUS TRANSPORTATION PROJECT PRIORITY LISTS.

- N. Review Comprehensive Plan Amendment Section 9.0 Transportation – Wendy Howell, P&Z Director
- O. Fiscal Year End 2015 Annual Appropriation Public Hearing Date – John Marsh, City Treasurer

6. Ordinances:

- A. **First Reading of Ordinance No. 2014-05 Amending Alcohol Ordinance**
Consideration to dispense with full reading and three consecutive readings.
Consideration to approve ordinance.
Consideration to approve a summary publication of the ordinance.

AN ORDINANCE AMENDING SECTION 3-1-3(E) OF CHAPTER 1, TITLE 3, KUNA CITY CODE, STRIKING THE WORD “BEER” FROM THE SECTION “LIQUOR BY THE DRINK”; INCORPORATING ORDINANCE NO. 2006-25A INTO THE CHAPTER WHERE THE PHRASE “ONE HALF OR” WAS STRUCK FROM SECTION 3-1-18 OF THE CHAPTER; AND PROVIDING AN EFFECTIVE DATE.

7. Mayor/Council Discussion Items:

- A. Discussion on Recycling Electronic Equipment – Richard Roats, City Attorney

8. Announcements:

9. Executive Session:

10. Adjournment:

1
2
3 **CITY OF KUNA**
4 **REGULAR CITY COUNCIL MEETING**
5 **MINUTES**
6 **TUESDAY, APRIL 1, 2014**
7 **Kuna City Hall Council Chamber, 763 W. Avalon Street, Kuna, Idaho**

8
9 **7:00 P.M. REGULAR CITY COUNCIL**

10
11 **COUNCIL MEMBERS PRESENT:** Mayor W. Greg Nelson
12 Council President Richard Cardoza
13 Council Member Briana Buban-Vonder Haar
14 Council Member Pat Jones
15 Council Member Joe Stear

16
17 **CITY STAFF PRESENT:** Richard T. Roats, City Attorney
18 Gordon Law, City Engineer
19 John Marsh, City Treasurer
20 Wendy Howell, Planning & Zoning Director
21 Bob Bachman, Bldg. Maintenance/Bldg. Inspector
22 Brenda Bingham, City Clerk

23
24 **Call to Order and Roll Call**

25
26 Mayor Nelson welcomed everyone and called the meeting to order at 7:00 p.m. Roll call reflected
27 Council Members Cardoza, Jones, Buban-Vonder Haar and Stear present at the meeting.

28
29 **Invocation:** Marcus Omdahl, New Beginnings Christian Church

30
31 **Pledge of Allegiance:** Mayor Nelson

32
33 **1. Consent Agenda:**

34
35 *All items listed under the Consent Agenda are considered to be routine and are acted on with*
36 *one motion by the City Council. There will be no separate discussion on these items unless*
37 *the Mayor, Council Member, or City Staff requests an item to be removed from the Consent*
38 *Agenda for discussion. Items removed from the Consent Agenda will be placed on the*
39 *Regular Agenda under Old Business or as instructed by the City Council.*

40
41 **A. City Council Meeting Minutes: (Timestamp 00:01:56)**

- 42
43 1. Minutes of March 18, 2014 Board of Correction
44
45 2. Minutes of March 18, 2014 Regular Meeting
46

1 B. Accounts Payable Dated April 1, 2014 in the Amount of \$254,153.06

2
3 C. Alcohol Licenses:

- 4
5 1. Renewal of Kuna Super C Store, 331 Avenue D, Off-Premise Beer and Off-Premise
6 Wine
7
8 2. Renewal of PSL Inc. dba Cowgirls, 353 Avenue E, Liquor-by-the-Drink and On-
9 Premise Beer
10
11 3. Renewal of Big Smoke LLC #134, 1031 E. Kuna Road Suite 150, Off-Premise Beer
12 and Off-Premise Wine
13
14 4. Renewal of PacWest Bars LLC dba Red Eye Saloon, Liquor-by-the-Drink and On-
15 Premise Beer
16

17 D. Resolutions:

- 18
19 1. Resolution No. R19-2014 – School Property Lease

20
21 A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE
22 MAYOR TO EXECUTE THE SCHOOL PROPERTY LEASE AGREEMENT WITH
23 THE KUNA SCHOOL DISTRICT FOR THE USE OF A COMMUNITY GARDEN,
24 CITY TREE FARM, YOUTH HORTICULTURAL ACTIVITIES AND A
25 GREENHOUSE.
26

27 E. Findings of Facts and Conclusions of Law:

28
29 **Council Member Buban-Vonder Haar moved to remove Resolution No. R19-2014 from**
30 **the Consent Agenda and make it number 5C under New Business. Seconded by Council**
31 **Member Stear, all voting aye. Motion carried 4-0.**
32

33 **Council Member Stear moved to approve the Consent Agenda with the modification of**
34 **Resolution No. R19-2014. Seconded by Council Member Buban-Vonder Haar, all**
35 **voting aye. Motion carried 4-0.**
36

37 2. **Citizen's Reports or Requests:**

38
39 3. **Old Business:**

40
41 4. **Public Hearings:** (7:00 p.m. or as soon thereafter as matters may be heard.)
42

43 A. 07-03-DA Development Agreement Modification Request from Ridley's Family Markets
44 and Curt Faus Corp – Troy Behunin, Sr. Planner P&Z Department (*Timestamp 00:03:42*)
45

46 Applicant requests modification of the development agreement for the Profile Ridge
47 development at the south west corner of Deer Flat and State Highway 69. This application

1 specifically proposes a full-access into and out of the commercial project. Currently, the
2 approvals for site access are a right-in, right-out, onto and from East Profile Street.

3
4 Troy Behunin explained the request above stating this application has met the noticing
5 requirements for public hearings to modify the development agreement.

6
7 Mayor Nelson opened the public hearing reporting no one signed up to address the issue.
8 An invitation was extended to the audience to make public comment.

9
10 There being no testimony offered, Mayor Nelson closed the Public Hearing at 7:10 p.m.

11
12 Discussion took place on the full access at the intersection of East Profile Street and
13 Highway 69 (Meridian Road). Safety concerns in a 50 mph zone were pointed out but it
14 was noted there didn't seem to be enough traffic at this time for a problem. Curbing could
15 be installed in the future to eliminate the left-in, left-out access when traffic has
16 significantly increased in the area.

17
18 **Council Member Buban-Vonder Haar moved to approve 07-03-DA Development**
19 **Agreement Modification request from Ridley's Family Market. Seconded by**
20 **Council Member Stear.**

21 **Voting Yes: Council Members Jones, Buban-Vonder Haar and Stear**

22 **Voting No: Council President Cardoza**

23 **Motion carried 3-1.**

- 24
25 B. Development Agreement Modification Request: Applewood / Danskin (Silver Trail):
26 06-01-DA – Richard Roats, City Attorney (*Timestamp 00:16:28*)

27
28 Attorney Roats explained the request and made recommendation for the development
29 agreement to be released from the affected properties.

30
31 Mayor Nelson opened the public hearing at 7:26 p.m.

32
33 SUPPORT

34
35 None

36
37 NEUTRAL

38
39 **Brad Isner**, 9289 S. Cherry Apple Avenue, Kuna, reported there is not an agreement with
40 the Home Owners Association (HOA) but they have requested a written agreement
41 reflecting they would not be held responsible for the landscaping strip along Ten Mile.
42 He explained concerns regarding the landscaping issue that took place in 2006. Concern
43 was expressed that only a verbal confirmation for the landscaping work exists from the
44 developer. If the property sells again then the issue falls back on the HOA to remedy the
45 problem of getting the landscaping completed which could potentially cost them up to
46 \$45,000. The HOA annual budget is only approximately \$23,000. Mr. Isner asked for a

1 written document that states the HOA will not be responsible for the landscaping
2 improvements.

3
4 Richard Roats explained the landscaping issue is not part of the development agreement.

5
6 Mr. Roats reported he prepared a landscaping agreement between the City and Tim Eck
7 which has been signed and the property will be landscaped when it is developed.

8
9 **Dan Carter**, 2853 W. Stayman Way, Kuna, stated he confirmed everything Mr. Isner
10 reported on. He said copies of the agreement have been requested but so far neither the
11 developer nor the attorney has provided a copy so they don't know what is stated in the
12 agreement or what is involved. He expressed concern on a verbal agreement being made
13 with no one familiar with it in the future due to different people who may be serving on
14 the council at that time. He does not want the residents of the subdivision to end up being
15 responsible for the landscaping work and asked they be released from the responsibility.
16 The HOA fully intends to continue maintaining all property that belongs to their
17 subdivision.

18
19 **Lance Jenkins**, 9455 S. Cherry Apple Avenue, board member of the HOA, stated they
20 are requesting something in writing regarding the landscaping and asked for a copy of the
21 agreement so they will not be held liable.

22
23 Richard Roats explained he has communicated with the HOA attorney, Mr. Evans, in the
24 past and advised him of the landscaping agreement. Mr. Roats explained he does not
25 recall anyone asking him for the document nor has he denied giving it out but he will
26 transmit the agreement to the HOA attorney in the morning.

27
28 Attorney Roats stated the development agreement release being discussed on the agenda
29 has nothing to do with the landscaping issue. It is not a condition of the development
30 agreement. It is a separate issue that was part of the plat. Releasing the development
31 agreement today has no affect one way or another on the landscaping issue.

32
33 OPPOSE

34
35 None

36
37
38 Mayor Nelson closed the public hearing at 7:50 p.m.

39
40 **Council Member Buban-Vonder Haar moved to approve the release of the**
41 **Applewood Development Agreement as being satisfied and to approve Resolution**
42 **R22-2014. Seconded by Council Member Stear, all voting aye. Motion carried 4-0.**

- 43
44 C. Development Agreement Modification Request: Arroyo Indio Subdivision: 06-06-DA –
45 Richard Roats, City Attorney (*Timestamp 00:51:19*)

46

1 Attorney Roats explained the request is a recommendation to amend the Development
2 Agreement to keep the pathway condition along Indian Creek for continuity of the path
3 system going north out of the city into the subdivisions.
4

5 Mayor Nelson opened the public hearing at 7:55 p.m. reporting no one signed the list to
6 speak. An invitation was extended to the audience to make public comment. No public
7 testimony was offered. The public hearing was closed.
8

9 **Council Member Buban-Vonder Haar moved to approve Resolution No. R20-2014.**
10 **Seconded by Council Member Stear, all voting aye. Motion carried 4-0.**
11

- 12 D. Development Agreement Modification Request: 107 Acre, Former City Parcels:
13 09-02-DA – Richard Roats, City Attorney (*Timestamp 00:55:53*)
14

15 Attorney Roats explained the request to release the development agreement on the City
16 Farm 107 property located north of the treatment plant. This development agreement
17 contemplated the use of a park and land application for the wastewater treatment plant but
18 it has now been sold for development.
19

20 Mayor Nelson opened the public hearing at 8:57 p.m. reporting no one signed the list to
21 speak. An invitation was extended to the audience to make public comment. Hearing no
22 public testimony, the hearing was closed.
23

24 **Council Member Buban-Vonder Haar moved to approve Resolution R23-2014.**
25 **Seconded by Council Member Stear, all voting aye. Motion carried 4-0.**
26

- 27 E. Development Agreement Modification Request: Pawnee Creek: 07-13-DA – Richard
28 Roats, City Attorney (*Timestamp 00:58:10*)
29

30 Attorney Roats explained the request to amend the development agreement for Pawnee
31 Creek Subdivision on the west side of town. The property was sold and now owned by a
32 developer who intends to submit an amended plat with a significantly different layout.
33

34 Mayor Nelson opened the public hearing at 8:00 p.m. reporting no one signed the list to
35 speak. An invitation was extended to the audience to make public comment. Hearing no
36 public testimony, the hearing was closed.
37

38 **Council Member Buban-Vonder Haar moved to approve Resolution No. R21-2014.**
39 **Seconded by Council Member Stear, all voting aye. Motion carried 4-0.**
40

- 41 F. Development Agreement Modification Request: Waters Edge / (Laketown): 03-19-DA –
42 Richard Roats, City Attorney (*Timestamp 01:00:36*)
43

44 Attorney Roats made recommendation to table this item until the April 15, 2014 council
45 meeting.
46

1 **Council Member Stear moved to table the Development Agreement Modification**
2 **Request for Waters Edge, Resolution No. R24-2014 until the April 15th council**
3 **meeting. Seconded by Council Member Buban-Vonder Haar, all voting aye. Motion**
4 **carried 4-0.**

5
6 **5. New Business:**

- 7
8 A. Valley Regional Transit Annual Report and Transit Project Charter – Kelli Fairless,
9 Executive Director (*Timestamp 01:03:06*)

10
11 Kelli Fairless reported that Kuna has been included in all the plans for Valley Regional
12 Transit (VRT) and has a good vision for the transit services to be developed in Kuna.
13 They have been working with the Senior Center over the past few years and other
14 members of the community in an attempt to build more community based transportation
15 options. This has been used as a pilot program to expand to other areas of the region.

16
17 A Public Transportation Plan and Budget was presented for the purpose of completing a
18 strategic plan and budget for public transportation operations to serve Kuna. The plan
19 will consider a medium-term service plan with short-term emphasis on developing public
20 transportation options to meet short-term service needs.

21
22 Project objectives and outcomes were reviewed. A Project Team was proposed including
23 Kuna staff members with Rhonda Jalbert, VRT Development Director, serving as the
24 project manager. The project team will meet monthly beginning in April. Budget
25 development will begin in the fall 2014 for the Fiscal Year 2016 budget.

- 26
27 B. March Construction Report (No Action Required) – Gordon Law, City Engineer
28 (*Timestamp 01:20:10*)

29
30 The report was reviewed with no questions or concerns noted.

- 31
32 C. School Property Lease Agreement – Resolution R19-2014 (*Timestamp 01:21:04*)

33
34 Council Member Jones explained he is not opposed to the idea and appreciates the School
35 District offering the property for the proposed community garden/tree farm project but
36 expressed concern on the weight of equipment crossing over the bridge, costs of the
37 project and added work load to staff. He suggested moving it to a different location or
38 possibly incorporating it with the Boys and Girls Club.

39
40 It was noted that tree seedlings from Idaho Power and the Arbor Day Grant will be
41 planted at the site creating a supply of trees to later be planted at schools and city parks.

42
43 The Union Pacific Railroad offered \$5,000 to the project through a safety grant. Various
44 individuals and businesses in the community along with the schools are volunteering labor
45 and supplies for the project.

46
47 Concern was noted on possible theft and vandalism to the site.

1 Mayor Nelson explained the idea is to teach our youth horticulture and to keep them
2 active in beneficial projects. This will be part of the Year of the Kid to involve the
3 children.
4

5 **Council Member Buban-Vonder Haar moved to approve Resolution No. R19-2014.**
6 **Seconded by Council Member Stear, all voting aye. Motion carried 4-0.**
7

8 **6. Ordinances:**

9
10 **7. Mayor/Council Discussion Items: (Timestamp 01:39:19)**

11
12 **A. Council Chamber TV Discussion – Bob Bachman, Building Maintenance**

13
14 Bob Bachman explained the input from the computer to the TV went out which makes the
15 TV unusable. He suggested possible corrections for the problem noting they would only
16 be temporary. He also provided information for other solutions to replace the TV with
17 monitors for the council to view.
18

19 It was the consensus of the Council to have PowerPoints downloaded on the iPads that are
20 planned for use in the future. The short term solution is for the Council to view the
21 presentations via the wall projector.
22

23 **8. Announcements:**

24
25 Mark Barnes, Kuna Melba News Editor, announced the paper has allocated space to cover
26 city information on parks, recreation, activities, community classes, projects, construction and
27 other informative items to inform and educate the public.
28

29 **9. Executive Session:**

30
31 **10. Adjournment:**

32
33 Council Member Stear moved to adjourn the meeting at 8:55 p.m.
34
35
36

37
38 _____
39 W. Greg Nelson, Mayor

40
41 ATTEST:

42
43 _____
44 Brenda S. Bingham, City Clerk

45
46 *Minutes prepared by Brenda Bingham*

47 *Date Approved: CCM 4/15/14*

***An audio recording of this meeting is available at City Hall upon request or it can be
accessed at the City of Kuna website www.kunacity.id.gov***

Report Criteria:

Detail report.
Invoices with totals above \$0.00 included.
Only 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
A COMPANY, INC. - BOI												
1463	A COMPANY, INC. - BOI	B-204915		PORT-O-POTTY EVERY OTHER WEEK, APRIL '14 - FARM	04/06/2014	90.50	.00	21-6090_FARM EXPENDITURES	0	4/14		
	Total A COMPANY, INC. - BOI:					90.50	.00					
ABC STAMP, SIGNS & AWARDS												
277	ABC STAMP, SIGNS & AWARDS	0460796		2-LINE RUBBER STAMP, "NEED CLEARANCES", FEB '14 - BLDG INSP	02/24/2014	11.45	.00	01-6165_OFFICE SUPPLIES	1005	2/14		
277	ABC STAMP, SIGNS & AWARDS	0461907	1494	12 NAME BADGES, ADMIN, MAR '14. BRENDIA TO GIVE DETAILS LATER	03/24/2014	167.15	.00	01-6165_OFFICE SUPPLIES	0	3/14		
	Total ABC STAMP, SIGNS & AWARDS:					178.60	.00					
ACCEM												
839	ACCEM	60314		3RD QTR MEMBER DUES 2014 - ADMIN	03/27/2014	1,316.75	.00	01-6075_DUES & MEMBERSHIPS	0	3/14		
	Total ACCEM:					1,316.75	.00					
ADA COUNTY HIGHWAY DISTRICT (IMPACT)												
5	ADA COUNTY HIGHWAY DISTRICT (IMPACT)	032014		ACHD IMPACT FEE TRANSFER MAR '14	03/31/2014	26,388.00	.00	01-2510_ACHD IMPACT FEE TRANSFER	0	3/14		
	Total ADA COUNTY HIGHWAY DISTRICT (IMPACT):					26,388.00	.00					
ADA COUNTY PROSECUTING ATTORNE												
176	ADA COUNTY PROSECUTING ATTORNE	04/2014		PROSECUTORIAL SERVICES APR '14	04/02/2014	4,075.92	.00	01-6203 PROSECUTORIAL SERVICES	0	4/14		

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 ADA COUNTY PROSECUTING ATTORNEY:												
						4,075.92	.00					
ADA COUNTY SHERIFF'S OFFICE												
6	ADA COUNTY SHERIFF'S OFFICE	5242		APRIL 2014 SHERIFF SERVICES	04/01/2014	126,579.56	.00	01-6000 LAW ENFORCEMENT SERVICES	0	4/14		
Total ADA COUNTY SHERIFF'S OFFICE:												
						126,579.56	.00					
AMERICAN WATER WORKS ASSOC.												
1016	AMERICAN WATER WORKS ASSOC.	040814		MEMBER RENEW. APR '14 - R. FORD. WATER	04/08/2014	174.00	.00	20-6075 DUES & MEMBERSHIPS	0	4/14		
Total AMERICAN WATER WORKS ASSOC.:												
						174.00	.00					
ANALYTICAL LABORATORIES												
1	ANALYTICAL LABORATORIES	27428		BACTERIA TESTING POTABLE WATER SYSTEM - MAR '14	03/31/2014	765.00	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	3/14		
1	ANALYTICAL LABORATORIES	27429		LAB TESTING, MAR '14, SEWER	03/31/2014	2,646.90	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	3/14		
Total ANALYTICAL LABORATORIES:												
						3,411.90	.00					
BASALITE - BOISE												
453	BASALITE - BOISE	190238194	1532	75 EA RETAINING WALL BLOCKS FOR BASEBALL FIELDS, PARKS, MARCH '14 - B. WITHROW	03/21/2014	96.00	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	3/14		
453	BASALITE - BOISE	190251703	1532	75 EA RETAINING WALL BLOCKS FOR BASEBALL FIELDS, PARKS, MARCH '14 - B. WITHROW	03/28/2014	46.08	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	3/14		
Total BASALITE - BOISE:												
						142.08	.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
BHS SPECIALTY CHEMICALS												
512	BHS SPECIALTY CHEMICALS	44183		630 GALLONS (1 UNIT/BULK) SODIUM HYPOCHLORITE, APR. '14, WATER	03/28/2014	1,430.86	.00	20-6150_MAINT. & REPAIRS- SYSTEM	0	3/14		
Total BHS SPECIALTY CHEMICALS:							1,430.86	.00				
BONNEVILLE BLUEPRINT SUPPLY, INC.												
1378	BONNEVILLE BLUEPRINT SUPPLY, INC.	BL115610		1 BATTERY, TOTAL STATION REPAIR, MAR. '14, WATER	03/21/2014	98.28	.00	20-6142_MAINT. & REPAIRS- EQUIPMENT	0	3/14		
1378	BONNEVILLE BLUEPRINT SUPPLY, INC.	BL115610		1 BATTERY, TOTAL STATION REPAIR, MAR. '14, SEWER	03/21/2014	98.28	.00	21-6142_MAINT. & REPAIRS- EQUIPMENT	0	3/14		
1378	BONNEVILLE BLUEPRINT SUPPLY, INC.	BL115610		1 BATTERY, TOTAL STATION REPAIR, MAR. '14, P.I.	03/21/2014	37.44	.00	25-6142_MAINT. & REPAIRS- EQUIPMENT	0	3/14		
1378	BONNEVILLE BLUEPRINT SUPPLY, INC.	PS174898	1568	1 EA BATTERY FOR SURVEY EQUIPMENT, M.BORZICK, APR. '14, WATER	04/01/2014	27.32	.00	20-6165_OFFICE SUPPLIES	0	4/14		
1378	BONNEVILLE BLUEPRINT SUPPLY, INC.	PS174898	1568	1 EA BATTERY FOR SURVEY EQUIPMENT, M.BORZICK, APR. '14, SEWER	04/01/2014	27.32	.00	21-6165_OFFICE SUPPLIES	0	4/14		
1378	BONNEVILLE BLUEPRINT SUPPLY, INC.	PS174898	1568	1 EA BATTERY FOR SURVEY EQUIPMENT, M.BORZICK, APR. '14, P.I.	04/01/2014	10.40	.00	25-6165_OFFICE SUPPLIES	0	4/14		
Total BONNEVILLE BLUEPRINT SUPPLY, INC.:							299.04	.00				
BRADY INDUSTRIES OF IDAHO LLC												
1240	BRADY INDUSTRIES OF IDAHO LLC	4422366	1525	1 CASE TOILET PAPER, CITY CALL, MAR. '14	03/27/2014	58.90	.00	01-6025 JANITORIAL	0	3/14		
1240	BRADY INDUSTRIES OF IDAHO LLC	4422367	1525	1 CASE TOILET PAPER, CITY CALL, MAR. '14	03/27/2014	58.90	.00	01-6025 JANITORIAL	0	3/14		
Total BRADY INDUSTRIES OF IDAHO LLC:							117.80	.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
BUREAU OF OCCUPATIONAL LICENSE												
1091	BUREAU OF OCCUPATIONAL LICENSE	4032014		APPLICATION FOR REXAMINATION R.FORD. APR.14. WATER	04/03/2014	62.00	.00	20-6265 TRAINING & SCHOOLING EXPENSE	0	4/14		
Total BUREAU OF OCCUPATIONAL LICENSE:												
CANYON HONDA												
844	CANYON HONDA	1340647		OIL FILTER, TRANSMISSION SERVICE OF SEWER RTV, FEB '14 - B. WITHROW	02/12/2014	220.68	.00	21-6142 MAINT. & REPAIRS- EQUIPMENT	0	2/14		
Total CANYON HONDA:												
CASELLE INC												
1239	CASELLE INC	56702		MONTHLY SOFTWARE SUPPORT FOR MAY '14 - ADMIN	04/01/2014	287.41	.00	01-6052 CONTRACT SERVICES	0	4/14		
1239	CASELLE INC	56702		MONTHLY SOFTWARE SUPPORT FOR MAY '14 - P & Z	04/01/2014	95.84	.00	01-6052 CONTRACT SERVICES	1003	4/14		
1239	CASELLE INC	56702		MONTHLY SOFTWARE SUPPORT FOR MAY '14 - WATER	04/01/2014	235.14	.00	20-6052 CONTRACT SERVICES	0	4/14		
1239	CASELLE INC	56702		MONTHLY SOFTWARE SUPPORT FOR MAY '14 - SEWER	04/01/2014	306.99	.00	21-6052 CONTRACT SERVICES	0	4/14		
1239	CASELLE INC	56702		MONTHLY SOFTWARE SUPPORT FOR MAY '14 - P.I.	04/01/2014	99.62	.00	25-6052 CONTRACT SERVICES	0	4/14		
Total CASELLE INC:												
CBH HOMES												
479	CBH HOMES	040114		DANSKIN LIFT STATION REIMBURSEMENT AGREEMENT. 16 EDUs	04/01/2014	1,524.00	.00	05-6306 SEWER MAIN CAPACITY REIMBURSE	0	4/14		

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 CBH HOMES:												
						1,524.00	.00					
CENTURYLINK												
62	CENTURYLINK	03/14		DEDICATED LANDLINE, MARCH '14 - SR CTR	03/25/2014	49.32	.00	01-6255 TELEPHONE	1001	3/14		
62	CENTURYLINK	03/14		DEDICATED LANDLINE, MARCH '14 - WATER	03/25/2014	52.82	.00	20-6255 TELEPHONE EXPENSE	0	3/14		
62	CENTURYLINK	03/14		DEDICATED LANDLINE, MARCH '14 - SEWER	03/25/2014	68.96	.00	21-6255 TELEPHONE EXPENSE	0	3/14		
62	CENTURYLINK	03/14		DEDICATED LANDLINE, MARCH '14 - P.I.	03/25/2014	22.36	.00	25-6255 TELEPHONE EXPENSE	0	3/14		
Total CENTURYLINK: 193.46 .00												
CIVIL SURVEY CONSULTANTS INC												
23	CIVIL SURVEY CONSULTANTS INC	14005-03		SCHOOL P.I. & TITAN WATER LINE, APR. '14	04/02/2014	7,876.00	.00	20-6020 CAPITAL IMPROVEMENTS	0	4/14		
Total CIVIL SURVEY CONSULTANTS INC: 7,876.00 .00												
COMPASS												
4	COMPASS	214062		3RD QUARTER MEMBERSHIP DUES, MAYOR NELSON, APR. '14	04/01/2014	1,823.00	.00	01-6075 DUES & MEMBERSHIPS	0	4/14		
Total COMPASS: 1,823.00 .00												
CUSTOM ELECTRIC, INC.												
147	CUSTOM ELECTRIC, INC.	6947	1564	REPLACE POWER BOX, BREAKERS, ETC. @ FARM, APRIL '14 - T. FLEMING	03/31/2014	823.99	.00	21-6090 FARM EXPENDITURES	0	3/14		
Total CUSTOM ELECTRIC, INC.: 823.99 .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
E4 PARTNERSHIP, LLC												
1655	E4 PARTNERSHIP, LLC	040114		DANSKIN LIFT STATION REIMBURSEMENT AGREEMENT	04/01/2014	381.00	.00	05-6306 SEWER MAIN CAPACITY REIMBURSE	0	4/14		
Total E4 PARTNERSHIP, LLC:							381.00	.00				
ENERGY LABORATORIES, INC.												
1677	ENERGY LABORATORIES, INC.	340330522		LAB WORK, TEST WELL #3, MAR. '14, WATER	03/26/2014	1,054.00	.00	20-6020 CAPITAL IMPROVEMENTS	0	3/14		
1677	ENERGY LABORATORIES, INC.	340330646	1566	WELL #3 ANALYSIS, WATER, APRIL '14 - G. LAW	03/31/2014	258.00	.00	20-6020 CAPITAL IMPROVEMENTS	0	4/14		
1677	ENERGY LABORATORIES, INC.	340330647	1565	TEST WELL 33 ANALYSIS, WATER, APRIL '14 - G. LAW	03/31/2014	1,968.00	.00	20-6020 CAPITAL IMPROVEMENTS	0	4/14		
Total ENERGY LABORATORIES, INC.:							3,280.00	.00				
FASTENAL COMPANY												
1507	FASTENAL COMPANY	IDBOS174191	1003	18 BOLTS AND NUTS TO REPAIR 10-MILE FORCE MAIN, SEPT '13 - T. FLEMING	09/25/2013	126.52	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	9/13		
1507	FASTENAL COMPANY	IDBOS179857		WIRE WHEEL RETURNED FOR CREDIT, JAN. '14, SEWER	01/07/2014	-35.93	.00	21-6175 SMALL TOOLS	0	1/14		
Total FASTENAL COMPANY:							90.59	.00				
FERGUSON WATERWORKS #1701												
219	FERGUSON WATERWORKS #1701	0588797	1526	1-1/2" VALVE, CAPPING SADDLE, 100 FT POLY BALL VALVE, FOR 961 TEN LETTER COURT P.I. PROJECT, MARCH '14 - C. DEYOUNG	03/26/2014	786.59	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	3/14		
Total FERGUSON WATERWORKS #1701:							786.59	.00				
FILTRATION TECHNOLOGY												
108	FILTRATION TECHNOLOGY	S6604		6 EA BARRELS AQUA MAG, C DEYOUNG, MAR. '14, WATER	03/21/2014	1,890.00	.00	20-6150 MAINT. & REPAIRS -				

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 FILTRATION TECHNOLOGY:												
FISHER SCIENTIFIC												
218	FISHER SCIENTIFIC	4068382	1496	AUTOClave, TABLETOP, 8 CYCLES, 120V FOR LAB, SEWER, MARCH '14 - T. SHAFFER	03/18/2014	5,005.50	.00	21-6175 SMALL TOOLS	0	3/14		
Total FISHER SCIENTIFIC:												
FLUID CONNECTOR PRODUCTS, INC. dba												
1083	FLUID CONNECTOR PRODUCTS, INC. dba	5663325	1540	3/8" OD TUBING FOR CHORINE INJECTOR AT NWWTP, 100'-1/2" OD R FLEX TUBE TO REPLACE AT SAMPLERS AT NWWTP, 90' (M. NADEAU), MAR. '14	03/26/2014	75.87	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	3/14		
1083	FLUID CONNECTOR PRODUCTS, INC. dba	5663351	1541	BARB ADAPTER 2" FOR WEST WELL REPAIR AT SEWER FARM, 20' OF LAY FLAT HOSE FOR WEST WELL (M. NADEAU), MAR. '14, SEWER	03/26/2014	62.03	.00	21-6090 FARM EXPENDITURES	0	3/14		
Total FLUID CONNECTOR PRODUCTS, INC. dba:												
GALETON GLOVES												
1395	GALETON GLOVES	1175222-00	1520	12 PRS SAFETY GLASSES, GRAY, WATER, MARCH '14 - R. FORD	03/20/2014	21.92	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	3/14		
1395	GALETON GLOVES	1175222-00	1520	12 PRS SAFETY GLASSES, GRAY, P.I. MARCH '14 - R. FORD	03/20/2014	21.92	.00	25-6230 SAFETY TRAINING & EQUIPMENT	0	3/14		
Total GALETON GLOVES:												
GEM STATE ELECTRIC												
996	GEM STATE ELECTRIC	111116	1570	FLYTE PUMP FOR REBUILT BIO -TRAIN, N.WWTP, APRIL '14 - T. SHAFFER	03/27/2014	3,375.00	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	3/14		

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 GEM STATE ELECTRIC:												
						3,375.00	.00					
HACH COMPANY												
157	HACH COMPANY	8757925	1523	LAB TESTING SUPPLIES, N.WWTP, MARCH '14 - T. SHAFFER	03/26/2014	146.20	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	3/14		
157	HACH COMPANY	8760057	1523	LAB TESTING SUPPLIES, N.WWTP, MARCH '14 - T. SHAFFER	03/27/2014	48.75	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	3/14		
Total HACH COMPANY:												
						194.95	.00					
HD SUPPLY WATERWORKS LTD												
63	HD SUPPLY WATERWORKS LTD	C:198962	1553	IRRIGATION FIXINGS FOR CBH LOTS (SADIE, WALNUT, SCHOOL HOUSE, & RYANS MEADOWS), P.I. MARCH '14 - C. DEYOUNG	03/28/2014	1,325.24	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	3/14		
Total HD SUPPLY WATERWORKS LTD:												
						1,325.24	.00					
HUBER TECHNOLOGY, INC.												
1611	HUBER TECHNOLOGY, INC.	J1008262	1462	10 EA LONGPACK BAGS FOR HEADWORKS SCREENING PROCESS, PLUS SHIPPING, PER QUOTE #3344, SEWER, MARCH '14 - T. SHAFFER	03/17/2014	1,098.00	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	3/14		
Total HUBER TECHNOLOGY, INC.:												
						1,098.00	.00					
IDAHO DEPT OF ENVIRONMENTAL QU												
128	IDAHO DEPT OF ENVIRONMENTAL QU	00022872		WATER REUSE CONFERENCE REGISTRATION, GORDON LAW, CONFERENCE DATES 5/21-22/2014, WATER, APR. '14	04/02/2014	63.00	.00	20-6265 TRAINING & SCHOOLING EXPENSE	0	4/14		
128	IDAHO DEPT OF ENVIRONMENTAL QU	00022872		WATER REUSE CONFERENCE REGISTRATION, GORDON LAW, CONFERENCE DATES 5/21-22/2014, SEWER, APR. '14	04/02/2014	63.00	.00	21-6265 TRAINING & SCHOOLING EXPENSE	0	4/14		

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
128	IDAHO DEPT OF ENVIRONMENTAL QU	00022872		WATER REUSE CONFERENCE REGISTRATION, GORDON LAW, CONFERENCE DATES 5/21-22/2014, P.I. APR. '14	04/02/2014	24.00	.00	25-6265, TRAINING & SCHOOLING EXPENSE	0	4/14		
Total IDAHO DEPT OF ENVIRONMENTAL QU:												
						150.00	.00					
IDAHO STATE POLICE												
1509	IDAHO STATE POLICE	S0470448		FINGERPRINTING NEW PART-TIME EMPLOYEE IN CLERK DEPT. S. HOOVER, MARCH '14 - CLERK	03/14/2014	10.00	.00	01-6202 PROFESSIONAL SERVICES	0	3/14		
1509	IDAHO STATE POLICE	S0470526		FINGERPRINTING NEW EMPLOYEE, B PRENTICE, MARCH '14 - PARKS	03/17/2014	10.00	.00	01-6202 PROFESSIONAL SERVICES	1004	3/14		
Total IDAHO STATE POLICE:												
						20.00	.00					
INTEGRA TELECOM												
1411	INTEGRA TELECOM	11872808		MONTHLY TELEPHONE SERVICE, APRIL '14 - ADMIN	04/01/2014	365.48	.00	01-6255 TELEPHONE	0	4/14		
1411	INTEGRA TELECOM	11872808		MONTHLY TELEPHONE SERVICE, APRIL '14 - P & Z	04/01/2014	121.87	.00	01-6255 TELEPHONE	1003	4/14		
1411	INTEGRA TELECOM	11872808		MONTHLY TELEPHONE SERVICE, APRIL '14 - WATER	04/01/2014	299.00	.00	20-6255 TELEPHONE EXPENSE	0	4/14		
1411	INTEGRA TELECOM	11872808		MONTHLY TELEPHONE SERVICE, APRIL '14 - SEWER	04/01/2014	390.37	.00	21-6255 TELEPHONE EXPENSE	0	4/14		
1411	INTEGRA TELECOM	11872808		MONTHLY TELEPHONE SERVICE, APRIL '14 - P.I.	04/01/2014	126.69	.00	25-6255 TELEPHONE EXPENSE	0	4/14		
Total INTEGRA TELECOM:												
						1,303.41	.00					
INTEGRINET SOLUTIONS, INC.												
1595	INTEGRINET SOLUTIONS, INC.	67051		REMOETELY UPDATE/RESTART SERVER, PER P&Z REQUEST, MARCH '14 - P&Z	03/16/2014	43.00	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1003	3/14		

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
1595	INTEGRINET SOLUTIONS, INC.	67051		SERVER MAINTENANCE. MARCH '14 - ADMIN	03/16/2014	19.29	.00	01-6142 MAINT. & REPAIR- EQUIPMENT	0	3/14		
1595	INTEGRINET SOLUTIONS, INC.	67051		SERVER MAINTENANCE. MARCH '14 - P & Z	03/16/2014	6.43	.00	01-6142 MAINT. & REPAIR- EQUIPMENT	1003	3/14		
1595	INTEGRINET SOLUTIONS, INC.	67051		SERVER MAINTENANCE. MARCH '14 - WATER	03/16/2014	15.78	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	3/14		
1595	INTEGRINET SOLUTIONS, INC.	67051		SERVER MAINTENANCE. MARCH '14 - SEWER	03/16/2014	20.62	.00	21-6142 MAINT. & REPAIRS- EQUIPMENT	0	3/14		
1595	INTEGRINET SOLUTIONS, INC.	67051		SERVER MAINTENANCE. MARCH '14 - P.I.	03/16/2014	6.68	.00	25-6142 MAINT. & REPAIRS- EQUIPMENT	0	3/14		
1595	INTEGRINET SOLUTIONS, INC.	67164		SERVER MAINTENANCE. MARCH '14 - ADMIN	03/23/2014	43.41	.00	01-6142 MAINT. & REPAIR- EQUIPMENT	0	3/14		
1595	INTEGRINET SOLUTIONS, INC.	67164		SERVER MAINTENANCE. MARCH '14 - P & Z	03/23/2014	14.47	.00	01-6142 MAINT. & REPAIR- EQUIPMENT	1003	3/14		
1595	INTEGRINET SOLUTIONS, INC.	67164		SERVER MAINTENANCE. MARCH '14 - WATER	03/23/2014	35.51	.00	20-6142 MAINT. & REPAIRS- EQUIPMENT	0	3/14		
1595	INTEGRINET SOLUTIONS, INC.	67164		SERVER MAINTENANCE. MARCH '14 - SEWER	03/23/2014	46.36	.00	21-6142 MAINT. & REPAIRS- EQUIPMENT	0	3/14		
1595	INTEGRINET SOLUTIONS, INC.	67164		SERVER MAINTENANCE. MARCH '14 - P.I.	03/23/2014	15.05	.00	25-6142 MAINT. & REPAIRS- EQUIPMENT	0	3/14		
1595	INTEGRINET SOLUTIONS, INC.	67258		PURCHASE ADOBE ACROBAT XI PRO SOFTWARE W/LICENSE. MARCH '14 - ADMIN	03/28/2014	131.59	.00	01-6142 MAINT. & REPAIR- EQUIPMENT	0	3/14		
1595	INTEGRINET SOLUTIONS, INC.	67258		PURCHASE ADOBE ACROBAT XI PRO SOFTWARE W/LICENSE. MARCH '14 - P & Z	03/28/2014	43.88	.00	01-6142 MAINT. & REPAIR- EQUIPMENT	1003	3/14		

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
1595	INTEGRINET SOLUTIONS, INC.	67258		PURCHASE ADOBE ACROBAT XIPRO SOFTWARE W/LICENSE, MARCH '14 - WATER	03/28/2014	107.65	.00	20-6142_MAINT. & REPAIRS- EQUIPMENT	0	3/14		
1595	INTEGRINET SOLUTIONS, INC.	67258		PURCHASE ADOBE ACROBAT XIPRO SOFTWARE W/LICENSE, MARCH '14 - SEWER	03/28/2014	140.55	.00	21-6142_MAINT. & REPAIRS- EQUIPMENT	0	3/14		
1595	INTEGRINET SOLUTIONS, INC.	67258		PURCHASE ADOBE ACROBAT XIPRO SOFTWARE W/LICENSE, MARCH '14 - P.I.	03/28/2014	45.61	.00	25-6142_MAINT. & REPAIRS- EQUIPMENT	0	3/14		
Total INTEGRINET SOLUTIONS, INC.:							735.88	.00				
INTERMOUNTAIN GAS CO												
37	INTERMOUNTAIN GAS CO	040314		NATURAL GAS CONSUMPTION, 03/03/14-03/31/14-INWWTP	04/03/2014	983.15	.00	21-6290_UTILITIES EXPENSE	0	4/14		
Total INTERMOUNTAIN GAS CO:							983.15	.00				
J & M SANITATION, INC.												
230	J & M SANITATION, INC.	3.27.14.4.9.14		3.27.14.4.9.14.SANITATION RECEIPT TRANSFER	04/10/2014	41,042.85	.00	26-7000_SOLID WASTE SERVICE FEES	0	4/14		
230	J & M SANITATION, INC.	3.27.14.4.9.14		3.27.14.4.9.14.SANITATION RECEIPT TRANSFER-LESS ADMIN FEE	04/10/2014	-4,055.03	.00	01-4170 FRANCHISE FEES	0	4/14		
Total J & M SANITATION, INC.:							36,987.82	.00				
JACK HENRY & ASSOCIATES, INC.												
1328	JACK HENRY & ASSOCIATES, INC.	1665189		BANK FEES, FEBRUARY '14 - ADMIN	02/28/2014	67.95	.00	01-6505_BANK FEES	0	2/14		
1328	JACK HENRY & ASSOCIATES, INC.	1665189		BANK FEES, FEBRUARY '14 - P & Z	02/28/2014	1.67	.00	01-6505_BANK FEES	1003	2/14		
1328	JACK HENRY & ASSOCIATES, INC.	1665189		BANK FEES, FEBRUARY '14 - WATER	02/28/2014	84.88	.00	20-6505_BANK FEES	0	2/14		

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
1328	JACK HENRY & ASSOCIATES, INC.	1665189		BANK FEES, FEBRUARY '14 - SEWER	02/28/2014	140.07	.00	21-6505 BANK FEES	0	2/14		
1328	JACK HENRY & ASSOCIATES, INC.	1665189		BANK FEES, FEBRUARY '14 - P.I.	02/28/2014	33.53	.00	25-6505 BANK FEES	0	2/14		
Total JACK HENRY & ASSOCIATES, INC.:												
J-U-B ENGINEERS, INC.												
1236	J-U-B ENGINEERS, INC.	0086774		BOISE P.I., LINDER WELL DESIGN, MAR '14	03/18/2014	6,969.59	.00	20-6020 CAPITAL IMPROVEMENTS	0	3/14		
Total J-U-B ENGINEERS, INC.:												
KAMAN INDUSTRIAL TECHNOLOGIES												
396	KAMAN INDUSTRIAL TECHNOLOGIES	U457061	1510	2 DODGE TAPER LOCK BUSHINGS FOR BLOWER 820, SEWER, MARCH '14 - M. NADEAU	03/28/2014	97.00	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/14		
Total KAMAN INDUSTRIAL TECHNOLOGIES:												
KC TOOL SUPPLY												
240	KC TOOL SUPPLY	522245		1 EA BELT AND SUPPLIES FOR SANDER REPAIR, N.PURKEY, MAR '14, PARKS	03/27/2014	33.50	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	3/14		
Total KC TOOL SUPPLY:												
KUNA LOCK & KEY												
740	KUNA LOCK & KEY	078504		REPLACE DOOR SPRING, REBUILD LOCK, CHECK TENSION, BACK DOOR, MARCH '14 - SR CTR	03/19/2014	102.95	.00	01-6140 MAINT. & REPAIR BUILDING	1001	3/14		
Total KUNA LOCK & KEY:												
KUNA LUMBER												
Total KUNA LOCK & KEY:												

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	B52186	1517	1 BAG CONCRETE FOR BERNIE FISHER PARK, MARCH '14 - B. BACHMAN	03/20/2014	3.79	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	3/14		
Total KUNA LUMBER:												
						3.79	.00					
KUNA TRUE VALUE HARDWARE												
43	KUNA TRUE VALUE HARDWARE	120204	1512	PARTS FOR NEW HAND DRYER AND BROOM HANDLES FOR BATHROOMS, PARKS, MARCH '14 - B. BACHMAN	03/19/2014	18.49	.00	01-6140 MAINT. & REPAIR BUILDING	1004	3/14		
43	KUNA TRUE VALUE HARDWARE	120204	1512	1 EA. MEASURING TAPE, 1 EA. HAND SPREADER, PARKS, MARCH '14 - B. BACHMAN	03/19/2014	30.98	.00	01-6175 SMALL TOOLS	1004	3/14		
43	KUNA TRUE VALUE HARDWARE	120204	1512	BAR CHAIN OIL FOR CHAIN SAWS, PARKS, MARCH '14 - B. BACHMAN	03/19/2014	4.99	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	3/14		
43	KUNA TRUE VALUE HARDWARE	120204	1512	ATM FUSES FOR VEHICLES, PARKS, MARCH '14 - B. BACHMAN	03/19/2014	4.79	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	3/14		
43	KUNA TRUE VALUE HARDWARE	120204	1512	1 EA. SAFETY GLASSES, PARKS, MARCH '14 - B. BACHMAN	03/19/2014	10.99	.00	01-6230 SAFETY TRAINING & EQUIPMENT	1004	3/14		
43	KUNA TRUE VALUE HARDWARE	120460	1534	REPLACE DRILL BIT, AND STRINGLINE, PARKS, MARCH '14 - B. BACHMAN	03/25/2014	15.87	.00	01-6175 SMALL TOOLS	1004	3/14		
43	KUNA TRUE VALUE HARDWARE	120460	1534	9-VOLT BATTERIES, CONCRETE CONDUIT, MAIN PARK, REPOSITIONING OF LIGHT POLE, MARCH '14 - B. BACHMAN	03/25/2014	102.23	.00	01-6150 MAINTENANCE & REPAIRS - SYSTEM	1004	3/14		
43	KUNA TRUE VALUE HARDWARE	120460	1534	LIGHT FOR TRUCK #9, PARKS, MAR '14, B. BACHMAN	03/25/2014	2.99	.00	01-6305 VEHICLE MAINTENANCE & REPAIRS	1004	3/14		
43	KUNA TRUE VALUE HARDWARE	120545	1550	2 AIR CHECKS, WIRE STRIPPER, WATER, MARCH '14 - C. ARMSTRONG	03/27/2014	95.21	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	3/14		

Payment Approval Report - City Council Approval
Report dates: 4/3/2014-4/3/2014

City of Kuna

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
43	KUNA TRUE VALUE HARDWARE	120546	1551	1 PK ZIP TIES, GARDEN HOSE ADAPTER, HOSE WASHER, 2 TEFLON TAPES, FOR PRESSURE GAUGES, WATER MARCH '14 - C. ARMSTRONG	03/27/2014	16.55	.00	20-6150, MAINT. & REPAIRS - SYSTEM	0	3/14		
43	KUNA TRUE VALUE HARDWARE	120548	1552	HAMMER FOR VAC TRUCK, SEWER, MARCH '14 - C. KNIGHT	03/27/2014	16.99	.00	21-6175, SMALL TOOLS	0	3/14		
43	KUNA TRUE VALUE HARDWARE	120548	1552	REPLACEMENT CUTTING WHEEL, WIRE WHEEL, CLIPS, SPRING SNAPS (TRK#23), LOCATOR BATTERIES, SEWER, MARCH '14 - C. KNIGHT	03/27/2014	64.56	.00	21-6142, MAINT. & REPAIRS - EQUIPMENT	0	3/14		
43	KUNA TRUE VALUE HARDWARE	120746	1559	6 EA. TEFLON TAPE, 6 EA. ELEC TAPE, BUSHING, ELBOW, MARKING PAINT, 3 EA COUPLERS, FOR STOCK, MAR '14, C.DEYOUNG, P.J	03/31/2014	61.79	.00	25-6150, MAINT. & REPAIRS - SYSTEM (PI)	0	3/14		
43	KUNA TRUE VALUE HARDWARE	120747	1560	PARTS FOR WATER BREAK, TRINI ST., MAR '14, WATER	03/31/2014	15.77	.00	20-6150, MAINT. & REPAIRS - SYSTEM	0	3/14		
Total KUNA TRUE VALUE HARDWARE:							462.20	.00				
KUNA WELDING												
46	KUNA WELDING	1438	1569	FABRICATE SPRAYER FILL PLATE, VAC TRK #4, WEST WELL FARM, SEWER, APRIL '14	03/26/2014	79.62	.00	21-6090, FARM EXPENDITURES	0	3/14		
46	KUNA WELDING	1454	1579	BUILT RACKS TO HOLD TOOLS, TRK #25, FOR C. DEYOUNG, APRIL '14 - WATER	04/04/2014	144.38	.00	20-6305, VEHICLE MAINTENANCE & REPAIRS	0	4/14		
46	KUNA WELDING	1454	1579	BUILT RACKS TO HOLD TOOLS, TRK #25, FOR C. DEYOUNG, APRIL '14 - P.J	04/04/2014	36.09	.00	25-6305, VEHICLE MAINTENANCE & REPAIR	0	4/14		
Total KUNA WELDING:							260.09	.00				
LES SCHWAB TIRES												

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
221	LES SCHWAB TIRES	12800095843	1497	2 NEW FRONT TIRES FOR DUMP TRUCK. MARCH '14 - B. BACHMAN, SEWER	03/13/2014	815.84	.00	21-6090_FARM EXPENDITURES	1004	3/14		
Total LES SCHWAB TIRES:												
						815.84	.00					
MCLERAN WELL DRILLING, LLC												
1315	MCLERAN WELL DRILLING, LLC	137		CONTRACTOR - WELL 3 REHAB	03/17/2014	6,000.00	.00	20-6020_CAPITAL IMPROVEMENTS	0	3/14		
1315	MCLERAN WELL DRILLING, LLC	138		CONTRACTOR - WELL 6 REHAB	03/17/2014	9,750.00	.00	20-6020_CAPITAL IMPROVEMENTS	0	3/14		
Total MCLERAN WELL DRILLING, LLC:												
						15,750.00	.00					
NORCO, INC.												
222	NORCO, INC.	13238527	1555	GRINDING PADS AND GLOVES. PARKS & MAINT. B.BACHMAN, MAR.'14	03/28/2014	119.03	.00	01-6142_MAINT. & REPAIR - EQUIPMENT	1004	3/14		
222	NORCO, INC.	13238527	1555	GRINDING PADS AND GLOVES. PARKS & MAINT. B.BACHMAN, MAR.'14	03/28/2014	81.30	.00	01-6230_SAFETY TRAINING & EQUIPMENT	1004	3/14		
222	NORCO, INC.	13255621		OXYGEN AND ACETYLENE TANK RENTAL. MAR.'14. PARKS	03/31/2014	4.65	.00	01-6142_MAINT. & REPAIR - EQUIPMENT	1004	3/14		
222	NORCO, INC.	13255621		OXYGEN AND ACETYLENE TANK RENTAL. MAR.'14. WATER	03/31/2014	5.58	.00	20-6142_MAINT. & REPAIRS - EQUIPMENT	0	3/14		
222	NORCO, INC.	13255621		OXYGEN AND ACETYLENE TANK RENTAL. MAR.'14. SEWER	03/31/2014	5.58	.00	21-6142_MAINT. & REPAIRS - EQUIPMENT	0	3/14		
222	NORCO, INC.	13255621		OXYGEN AND ACETYLENE TANK RENTAL. MAR.'14. P.I	03/31/2014	2.79	.00	25-6142_MAINT. & REPAIRS - EQUIPMENT	0	3/14		
Total NORCO, INC.:												
						218.93	.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
OVERALL PLUMBING, INC. 1688 OVERALL PLUMBING, INC.	14913			REBUILD FLUSH VALVE SYSTEM MAIN PARK RESTROOM; REBUILD HOT/COLD FAUCET; GREENBELT RESTROOM; MARCH '14 - PARKS	03/13/2014	386.00	.00	01-6140 MAINT. & REPAIR BUILDING	1004	3/14		
Total OVERALL PLUMBING, INC.:						386.00	.00					
PAULS MARKET												
56 PAULS MARKET	005068551605	1529		2 BOXES PLASTIC BAGS FOR SAMPLES @ FARM; MARCH '14 - T. SHAFFER	03/24/2014	7.25	.00	21-6090 FARM EXPENDITURES	0	3/14		
56 PAULS MARKET	005068551605	1529		4 GALS DISTILLED WATER; 2 BOTTLES ISOPROPYL ALCOHOL FOR LAB USE; SEWER; MARCH '14 - T. SHAFFER	03/24/2014	9.10	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	3/14		
Total PAULS MARKET:						16.35	.00					
PLATT ELECTRIC SUPPLY, INC.												
1613 PLATT ELECTRIC SUPPLY, INC.	B950578	1515		MOTION SENSOR LIGHT FOR BERNIE FISHER PARK; 10 EA INLINE 20AMP FUSES FOR VS PARK LOCATIONS; MARCH '14 - B. BACHMAN	03/21/2014	255.29	.00	01-6140 MAINT. & REPAIR BUILDING	1002	3/14		
Total PLATT ELECTRIC SUPPLY, INC.:						255.29	.00					
RAIN FOR RENT												
144 RAIN FOR RENT	096535632	1467		3 EA 10" FRANKLIN ST. SLIDE GATES FOR IRRIGATION BOXES; P.I.; MARCH '14 - R. JONES	03/06/2014	285.00	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	3/14		
144 RAIN FOR RENT	096535638	1471		3 EA 10" SLIDE GATES (2 REPLACEMENTS @ FRANKLIN, 1 STOCK); P.I.; MARCH '14 - R. FORD	03/07/2014	285.00	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	3/14		

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 RAIN FOR RENT:												
						570.00	.00					
RENTAL CONNECTION												
893	RENTAL CONNECTION	34088		AUTOMATIC MONTHLY LEASE ON GAS CYLINDER FOR WELDER, APR '14 - PARKS	03/19/2014	7.75	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	1004	3/14		
Total RENTAL CONNECTION:												
						7.75	.00					
REPUBLIC SERVICES #884												
1610	REPUBLIC SERVICES #884	0884-0006230		ROLLOFF (20 YD) ON CALL SERVICE, SLUDGE, MAR '14, SEWER	03/31/2014	83.15	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	3/14		
Total REPUBLIC SERVICES #884:												
						83.15	.00					
RICOH USA, INC. (FINANCE)												
1448	RICOH USA, INC. (FINANCE)	92176273		RENT FOR 5/1/14-5/31/14 - WATER	04/04/2014	40.27	.00	20-6212 RENT - EQUIPMENT	0	4/14		
1448	RICOH USA, INC. (FINANCE)	92176273		RENT FOR 5/1/14-5/31/14 - SEWER	04/04/2014	47.92	.00	21-6212 RENT - EQUIPMENT	0	4/14		
1448	RICOH USA, INC. (FINANCE)	92176273		RENT FOR 5/1/14-5/31/14 - P.I.	04/04/2014	16.76	.00	25-6212 RENT - EQUIPMENT	0	4/14		
Total RICOH USA, INC. (FINANCE):												
						104.95	.00					
ROCK PLACING COMPANY												
1683	ROCK PLACING COMPANY	3001		ROCK WALL SEMINAR, J.COULTER, BUILDING INSP., MAR '14	03/18/2014	25.00	.00	01-6265 TRAINING & SCHOOLING	1005	3/14		
Total ROCK PLACING COMPANY:												
						25.00	.00					
SERVICE FILTRATION CORPORATION dba												
1678	SERVICE FILTRATION CORPORATION dba	221257	1502	RECIRC PUMP MOTOR ON ODOR SCRUBBER, SEWER, MARCH '14 - M. NADEAU	03/18/2014	992.68	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/14		

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 SERVICE FILTRATION CORPORATION dba:												
						992.68	.00					
STAPLES ADVANTAGE												
1292	STAPLES ADVANTAGE	8029310823	1538	1 PKG GEL PENS, 1 PKG BLUE BALL POINT PENS, 1 PKG RED BALL POINT PENS, 1 PKG FINE POINT PENS, 1 PKG BLACK PENS, NWWTP, MAR.'14	03/29/2014	67.91	.00	21-6165 OFFICE SUPPLIES	0	3/14		
1292	STAPLES ADVANTAGE	8029310823	1538	1 CASE COPY PAPER, MAR.'14, P & Z	03/29/2014	38.32	.00	01-6165 OFFICE SUPPLIES	1003	3/14		
1292	STAPLES ADVANTAGE	8029310823	1538	1 EA HP TONER CARTRIDGE, ELEC.SHARPENER, MAR.'14 - ADMIN	03/29/2014	145.75	.00	01-6142 MAINT. & REPAIR - EQUIPMENT	0	3/14		
1292	STAPLES ADVANTAGE	8029310823	1538	8 INK CARTRIDGES, MINADEAU, MAR.'14, SEWER	03/29/2014	109.92	.00	21-6142 MAINT. & REPAIRS - EQUIPMENT	0	3/14		
1292	STAPLES ADVANTAGE	8029310823	1538	1 PKG FILE FOLDERS, 1 EA EXPANDING DESK FILE, B.WITHROW, MAR.'14, PARKS	03/29/2014	33.21	.00	01-6165 OFFICE SUPPLIES	1004	3/14		
1292	STAPLES ADVANTAGE	8029310823	1538	1 PKG NAME BADGE LABELS, 1 PKG POSTITS, 1 PKG BLACK PENS, 1 PKG MECH PENCILS, K.RICE, MAR.'14, ADMIN	03/29/2014	70.93	.00	01-6165 OFFICE SUPPLIES	0	3/14		
Total STAPLES ADVANTAGE:						466.04	.00					
SUBURBAN PROPANE												
118	SUBURBAN PROPANE	37923		PROPANE FOR HEATING @ SHOP, PARKS, MAR.'14	03/26/2014	282.71	.00	01-6290 UTILITIES	1004	3/14		
118	SUBURBAN PROPANE	37923		PROPANE FOR HEATING @ SHOP, WATER, MAR.'14	03/26/2014	282.71	.00	20-6290 UTILITIES EXPENSE	0	3/14		
118	SUBURBAN PROPANE	37923		PROPANE FOR HEATING @ SHOP, P.I., MAR.'14	03/26/2014	141.36	.00	25-6290 UTILITIES EXPENSE	0	3/14		
118	SUBURBAN PROPANE	60308		TANK RENT, 2ND ST. PARKS, MAR.'14	03/14/2014	1.00	.00	01-6290 UTILITIES	1004	3/14		

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
118	SUBURBAN PROPANE	60309		BULK TANK RENT. SHORTLINE RD. PARKS. MAR.'14	03/14/2014	22.00	.00	01-6290 UTILITIES	1004	3/14		
118	SUBURBAN PROPANE	60309		BULK TANK RENT. SHORTLINE RD. WATER. MAR.'14	03/14/2014	22.00	.00	20-6290 UTILITIES EXPENSE	0	3/14		
118	SUBURBAN PROPANE	60309		BULK TANK RENT. SHORTLINE RD. P.I. MAR.'14	03/14/2014	11.00	.00	25-6290 UTILITIES EXPENSE	0	3/14		
	Total SUBURBAN PROPANE:					762.78	.00					
	TREASURE VALLEY COFFEE											
992	TREASURE VALLEY COFFEE	2160:03556407		CREAMER FOR CITY HALL ADMIN. MAR.'14	03/31/2014	1.80	.00	01-6165 OFFICE SUPPLIES	0	3/14		
	Total TREASURE VALLEY COFFEE:					1.80	.00					
	UNITED OIL											
316	UNITED OIL	364371	1521	1500 GALS UNLEADED @\$.3.406/GAL. 1300 GALS DISEL @\$3.866/GAL. N.WWTP. MARCH '14 - T. SHAFFER	03/24/2014	5,087.54	.00	21-6300 FUEL	0	3/14		
	Total UNITED OIL:					5,087.54	.00					
	UNIVAR USA, INC.											
1410	UNIVAR USA, INC.	NA363020		CREDIT FOR RETURNED CONTAINER. MARCH '14 - SEWER	03/20/2014	-700.00	.00	21-6097 DEPOSITS ON ACCOUNT	0	3/14		
1410	UNIVAR USA, INC.	NA553792	1504	72 BUCKETS CHLORINE TABS FOR LAGOONS. SEWER. MARCH '14 - T. SHAFFER	03/19/2014	7,588.94	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	3/14		
	Total UNIVAR USA, INC.:					6,888.94	.00					
	USA BLUE BOOK											
265	USA BLUE BOOK	298341	1519	6 SAFETY VESTS FOR WATER. MARCH '14 - R. FORD	03/20/2014	65.71	.00	20-6230 SAFETY TRAINING & EQUIPMENT	0	3/14		

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
265	USA BLUE BOOK	298341	1519	6 SAFETY VESTS FOR WATER, MARCH '14 - R. FORD	03/20/2014	65.70	.00	25-6230 SAFETY TRAINING & EQUIPMENT	0	3/14		
Total USA BLUE BOOK:							131.41	.00				
VALLI INFORMATION SYSTEMS, INC												
857	VALLI INFORMATION SYSTEMS, INC	24272		POSTAGE, ESTATEMENT, MARCH '14 - ADMIN	03/31/2014	830.39	.00	01-6190 POSTAGE & BILLING	0	3/14		
857	VALLI INFORMATION SYSTEMS, INC	24272		POSTAGE, ESTATEMENT, MARCH '14 - WATER	03/31/2014	1,157.44	.00	20-6190 POSTAGE & BILLING	0	3/14		
857	VALLI INFORMATION SYSTEMS, INC	24272		POSTAGE, ESTATEMENT, MARCH '14 - SEWER	03/31/2014	1,510.81	.00	21-6190 POSTAGE & BILLING	0	3/14		
857	VALLI INFORMATION SYSTEMS, INC	24272		POSTAGE, ESTATEMENT, MARCH '14 - P.I.	03/31/2014	489.78	.00	25-6190 POSTAGE & BILLING	0	3/14		
857	VALLI INFORMATION SYSTEMS, INC	24273		LOCKBOX, ESTATEMENT, MAR '14 - ADMIN	03/31/2014	78.32	.00	01-6190 POSTAGE & BILLING	0	3/14		
857	VALLI INFORMATION SYSTEMS, INC	24273		LOCKBOX, ESTATEMENT, MAR '14 - WATER	03/31/2014	109.17	.00	20-6190 POSTAGE & BILLING	0	3/14		
857	VALLI INFORMATION SYSTEMS, INC	24273		LOCKBOX, ESTATEMENT, MAR '14 - SEWER	03/31/2014	142.49	.00	21-6190 POSTAGE & BILLING	0	3/14		
857	VALLI INFORMATION SYSTEMS, INC	24273		LOCKBOX, ESTATEMENT, MAR '14 - P.I.	03/31/2014	46.19	.00	25-6190 POSTAGE & BILLING	0	3/14		
Total VALLI INFORMATION SYSTEMS, INC:							4,364.59	.00				
VERIZON WIRELESS												
1575	VERIZON WIRELESS	9722651299		MOBILE PHONE CHARGES, MARCH '14 - PARKS	03/28/2014	194.94	.00	01-6255 TELEPHONE	1004	3/14		
1575	VERIZON WIRELESS	9722651299		MOBILE PHONE CHARGES, MARCH '14 - BLDG INSP	03/28/2014	49.94	.00	01-6255 TELEPHONE	1005	3/14		
1575	VERIZON WIRELESS	9722651299		MOBILE PHONE CHARGES, MARCH '14 - WATER	03/28/2014	290.40	.00	20-6255 TELEPHONE EXPENSE	0	3/14		

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
1575	VERIZON WIRELESS	9722651299		MOBILE PHONE CHARGES. MARCH '14 - SEWER	03/28/2014	366.77	.00	21-6255 TELEPHONE EXPENSE	0	3/14		
1575	VERIZON WIRELESS	9722651299		MOBILE PHONE CHARGES. MARCH '14 - P.I.	03/28/2014	72.47	.00	25-6255 TELEPHONE EXPENSE	0	3/14		
	Total VERIZON WIRELESS:					974.52	.00					
	W.W. GRAINGER											
162	W.W. GRAINGER	9391244721	1503	2 EA SOLENOID DIALS FOR P.I. MARCH '14 - C. DEYOUING	03/17/2014	280.60	.00	25-6150_MAINT. & REPAIRS - SYSTEM (PI)	0	3/14		
162	W.W. GRAINGER	9391380798	1500	2 EA HAND DRYERS FOR BERNIE FISHER PARK, MARCH '14 - B. BACHIMAN	03/17/2014	450.50	.00	01-6140_MAINT. & REPAIR BUILDING	1004	3/14		
	Total W.W. GRAINGER:					731.10	.00					
	WATER DEPOSIT REFUNDS #1685											
1685	WATER DEPOSIT REFUNDS #1685	111020.03		JLC INVESTMENTS, #111020.03 -ACCT OVERPMT	04/07/2014	60.52	.00	99-1075_ Utility Cash Clearing	0	4/14		
1685	WATER DEPOSIT REFUNDS #1685	160050.01		Z.M. ZARIF, #160050.01 - ACCT OVERPMT	04/07/2014	6.17	.00	99-1075_ Utility Cash Clearing	0	4/14		
1685	WATER DEPOSIT REFUNDS #1685	160980.01		R.C. TOWNSEND, #160980.01 - ACCT OVERPMT	03/24/2014	75.33	.00	99-1075_ Utility Cash Clearing	0	4/14		
1685	WATER DEPOSIT REFUNDS #1685	173430.01		CBH HOMES, #173430.01 - ACCT OVERPMT	04/07/2014	12.97	.00	99-1075_ Utility Cash Clearing	0	4/14		
1685	WATER DEPOSIT REFUNDS #1685	181450.01		D. STEPHENS, #181450.01 - ACCT OVERPMT	04/02/2014	63.25	.00	99-1075_ Utility Cash Clearing	0	4/14		
1685	WATER DEPOSIT REFUNDS #1685	182930.01		W. HORN, #182930.01 - WATER DEP REF	04/02/2014	75.20	.00	20-2200_ WATER DEPOSITS HELD	0	4/14		
1685	WATER DEPOSIT REFUNDS #1685	190300.01		D.G. WILSON, #190300.01 - ACCT OVERPMT	04/02/2014	16.75	.00	99-1075_ Utility Cash Clearing	0	4/14		

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
1685	WATER DEPOSIT REFUNDS #1685	191025.00		J.WAREJKO%D.MGMT. #191025.00 - WATER DEP REF	04/07/2014	20.31	.00	20-2200 WATER DEPOSITS HELD	0	4/14		
1685	WATER DEPOSIT REFUNDS #1685	220340.01		J.B.KENDALL.#220340.01 - ACCT OVERPMT	03/24/2014	70.92	.00	99-1075 Utility Cash Clearing	0	4/14		
1685	WATER DEPOSIT REFUNDS #1685	220955.02B		A.BRANDON.#220955.02B - ACCT OVERPMT	04/01/2014	113.02	.00	99-1075 Utility Cash Clearing	0	4/14		
1685	WATER DEPOSIT REFUNDS #1685	221115.01		CBH.HOMES.#221115.01 - ACCT OVERPMT	03/24/2014	48.62	.00	99-1075 Utility Cash Clearing	0	4/14		
1685	WATER DEPOSIT REFUNDS #1685	221605.02		T.WATSON.#221605.02 - ACCT OVERPMT	03/25/2014	71.31	.00	99-1075 Utility Cash Clearing	0	4/14		
1685	WATER DEPOSIT REFUNDS #1685	221690.01		CBH.HOMES.#221690.01 - ACCT OVERPMT	03/24/2014	90.02	.00	99-1075 Utility Cash Clearing	0	4/14		
1685	WATER DEPOSIT REFUNDS #1685	230330.02		T.LYDELL.#230330.02 - WATER DEP REF	04/02/2014	89.39	.00	20-2200 WATER DEPOSITS HELD	0	4/14		
1685	WATER DEPOSIT REFUNDS #1685	230395.02		D.M.HART.#230395.02 - WATER DEP REF	04/02/2014	64.70	.00	20-2200 WATER DEPOSITS HELD	0	4/14		
1685	WATER DEPOSIT REFUNDS #1685	230635.01		CBH.HOMES.#230635.01 - ACCT OVERPMT	04/07/2014	33.38	.00	99-1075 Utility Cash Clearing	0	4/14		
1685	WATER DEPOSIT REFUNDS #1685	230710.01		CBH.HOMES.#230710.01 - ACCT OVERPMT	04/07/2014	34.16	.00	99-1075 Utility Cash Clearing	0	4/14		
1685	WATER DEPOSIT REFUNDS #1685	250030.01		P.V.RUSH.#250030.01 - WATER DEP REF	03/24/2014	73.54	.00	20-2200 WATER DEPOSITS HELD	0	4/14		
1685	WATER DEPOSIT REFUNDS #1685	250295.01		C.M.ADAMS.#250295.01 - ACCT OVERPMT	03/24/2014	75.30	.00	99-1075 Utility Cash Clearing	0	4/14		
1685	WATER DEPOSIT REFUNDS #1685	260840.04		S.PELTON.#260840.04 - ACCT OVERPMT	04/07/2014	151.17	.00	99-1075 Utility Cash Clearing	0	4/14		
1685	WATER DEPOSIT REFUNDS #1685	270075.01		D.R.GROSS.#270075.01 - WATER DEP REF	04/02/2014	24.80	.00	20-2200 WATER DEPOSITS HELD	0	4/14		
1685	WATER DEPOSIT REFUNDS #1685	274340.03		W.DAVIS.#274340.03 - ACCT OVERPMT	04/02/2014	59.68	.00	99-1075 Utility Cash Clearing	0	4/14		
1685	WATER DEPOSIT REFUNDS #1685	280165.01		HUBBLE.HOMES.#280165.01 - ACCT OVERPMT	04/02/2014	144.32	.00	99-1075 Utility Cash Clearing	0	4/14		

Payment Approval Report - City Council Approval
Report dates: 4/3/2014-4/3/2014

City of Kuna

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
1685	WATER DEPOSIT REFUNDS #1685	300555.02		B. FLETCHER. #300555.02 - ACCT OVERPMT	04/07/2014	44.50	.00	99-1075 Utility Cash Clearing	0	4/14		
1685	WATER DEPOSIT REFUNDS #1685	91830.01		GOLDWELL BANK% TOMLINSON. #91830.01 - ACCT OVERPMT	03/24/2014	57.40	.00	99-1075 Utility Cash Clearing	0	4/14		
1685	WATER DEPOSIT REFUNDS #1685	92400.01		D.A. GODFREY. #92400.01 - ACCT OVERPMT	03/24/2014	252.67	.00	99-1075 Utility Cash Clearing	0	4/14		
Total WATER DEPOSIT REFUNDS #1685:							1,829.40	.00				
WATER ENVIRONMENT FEDERATION												
1031	WATER ENVIRONMENT FEDERATION	040214		PROFESSIONAL WASTEWATER OPERATIONS (PWO) MEMBERSHIP PACKAGE T.FLEMING. APR. '14. SEWER	04/02/2014	94.00	.00	21-6075 DUES & MEMBERSHIPS	0	4/14		
Total WATER ENVIRONMENT FEDERATION:							94.00	.00				
WESTERN BUILDING MAINTENANCE, INC.												
1499	WESTERN BUILDING MAINTENANCE, INC.	0078749-IN		MONTHLY JANITORIAL SERVICES. SENIOR CENTER. MAR. '14	03/24/2014	330.33	.00	01-6025 JANITORIAL	1001	3/14		
1499	WESTERN BUILDING MAINTENANCE, INC.	0078750-IN		MONTHLY JANITORIAL SERVICES. CITY HALL. ADMIN. MAR. '14	03/24/2014	212.34	.00	01-6025 JANITORIAL	0	3/14		
1499	WESTERN BUILDING MAINTENANCE, INC.	0078751-IN		NWWTP JANITORIAL. WATER. MAR. '14	03/24/2014	24.00	.00	20-6025 JANITORIAL	0	3/14		
1499	WESTERN BUILDING MAINTENANCE, INC.	0078751-IN		NWWTP JANITORIAL. SEWER. MAR. '14	03/24/2014	24.00	.00	21-6025 JANITORIAL	0	3/14		
1499	WESTERN BUILDING MAINTENANCE, INC.	0078751-IN		NWWTP JANITORIAL. P.I. MAR. '14	03/24/2014	8.25	.00	25-6025 JANITORIAL	0	3/14		
1499	WESTERN BUILDING MAINTENANCE, INC.	0078751-IN		NWWTP JANITORIAL. PARKS. MAR. '14	03/24/2014	18.75	.00	01-6025 JANITORIAL	1004	3/14		
Total WESTERN BUILDING MAINTENANCE, INC.:							617.67	.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
274	WESTERN STATES CHEM	140362		1 CS HAND SANITIZER, SHIPPING, FEB '14 - PARKS	02/10/2014	168.63	.00	01-6025 JANITORIAL	1004	2/14		
274	WESTERN STATES CHEM	140362		2 EA DUST PAN W/HANDLE, DUST PAN BROOMS, CLIPS, SHIPPING, FEB '14 - PARKS	02/10/2014	116.53	.00	01-6140 MAINT. & REPAIR BUILDING	1004	2/14		
274	WESTERN STATES CHEM	140643	1543	CLEANING SUPPLIES RESTOCK, INWWTP, MARCH '14 - T. SHAFFER	03/25/2014	311.63	.00	21-6140 MAINT. & REPAIR BUILDING	0	3/14		
274	WESTERN STATES CHEM	140679	1545	72 CANS BLUE PAINT, 72 CANS PURPLE, 38 CANS GREEN MARKING PAINT FOR LOCATES, SUB-DIVISIONS, ELECTRICAL ETC., MARCH '14, SEWER	03/27/2014	491.38	.00	21-6150 MAINT. & REPAIRS - SYSTEM	0	3/14		
274	WESTERN STATES CHEM	140679	1545	72 CANS BLUE PAINT, 72 CANS PURPLE, 38 CANS GREEN MARKING PAINT FOR LOCATES, SUB-DIVISIONS, ELECTRICAL ETC., MARCH '14, WATER	03/27/2014	491.38	.00	20-6150 MAINT. & REPAIRS - SYSTEM	0	3/14		
274	WESTERN STATES CHEM	140679	1545	72 CANS BLUE PAINT, 72 CANS PURPLE, 38 CANS GREEN MARKING PAINT FOR LOCATES, SUB-DIVISIONS, ELECTRICAL ETC., MARCH '14, P.I.	03/27/2014	187.19	.00	25-6150 MAINT. & REPAIRS - SYSTEM (PI)	0	3/14		
Total WESTERN STATES CHEM:							1,766.74	.00				
WEX BANK												
1234	WEX BANK	36310278		FUEL, MARCH '14 - PARKS	03/31/2014	422.32	.00	01-6300 FUEL	1004	3/14		
1234	WEX BANK	36310278		FUEL, MARCH '14 - BLDG INSP	03/31/2014	75.68	.00	01-6300 FUEL	1005	3/14		
1234	WEX BANK	36310278		FUEL, MARCH '14 - STAFF CAR	03/31/2014	43.80	.00	01-6300 FUEL	0	3/14		
1234	WEX BANK	36310278		FUEL, MARCH '14 - WATER	03/31/2014	72.73	.00	20-6300 FUEL	0	3/14		
1234	WEX BANK	36310278		FUEL, MARCH '14 - SEWER	03/31/2014	574.44	.00	21-6300 FUEL	0	3/14		

Payment Approval Report - City Council Approval
Report dates: 4/3/2014-4/3/2014

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
1234	WEX BANK	36310278		LESS EXCISE TAX, MARCH '14 - SEWER	03/31/2014	-3.73	.00	21-6300 FUEL	0	3/14		
Total WEX BANK: 1,185.24 .00												
WILLIAM KARELS												
1467	WILLIAM KARELS	16750	1537	DOOR TAGS, T.FLEMING, MAR.'14, SEWER	03/26/2014	177.50	.00	21-6165 OFFICE SUPPLIES	0	3/14		
Total WILLIAM KARELS: 177.50 .00												
Grand Totals: 288,094.44 .00												

Dated: _____

Mayor: _____

City Council: _____

City Treasurer: _____

Vendor #	Vendor Name	Invoice Number	PO #	Description	Invoice Date	Net Invoice Amount	Amount Paid	GL Account and Title	GL Activity #	GL Period	Date Paid	Voided
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Report Criteria:
Detail report.
Invoices with totals above \$0.00 included.
Only unpaid invoices included.



CITY OF KUNA
ALCOHOL BEVERAGE LICENSE
APPLICATION

*** OFFICE USE ONLY ***

Date 4.1.14 City License No. 166

New ___ Renewal Modification ___ Transfer ___

LICENSE REVIEWED AND:

APPROVED ___ DENIED ___

MAYOR

ALL FEES ARE NON REFUNDABLE

LIQUOR-BY-THE-DRINK (includes On Premise Wine) \$ 562.50 X

OFF PREMISE BEER \$ 50.00 _____

OFF PREMISE WINE \$ 200.00 _____

ON PREMISE BEER \$ 200.00 X

ON PREMISE WINE \$ 200.00 _____

CHANGE IN LOCATION OF LICENSE (15% OF THE ANNUAL FEE) _____

CCM 4.15.14

TOTAL \$ 762.50 Pd 4.1.14
Receipt # 11.000252 ck# 16412

A copy of the IDAHO STATE LICENSE, INCLUDING STATE-APPROVED FOOTPRINT, AND the ADA COUNTY LICENSE IS REQUIRED to be submitted with ALL applications.

BUSINESS NAME FIESTA GUADAJALARA BUSINESS PHONE 541.889.3656

BUSINESS LOCATION 780 E AVALON KUNA 83634
Street City Zip

BUSINESS MAILING ADDRESS PO Box 70 ONTARIO, OR 97914
Street City Zip

APPLICANT NAME SAWADOR SANCHEZ PHONE 541.889.3656

RESIDENCE ADDRESS 1145 WIKY LANE ONTARIO, OREGON 97914
Street City Zip

IF APPLICANT IS A PARTNERSHIP OR CORPORATION, LIST NAMES AND ADDRESSES OF PARTNERS OR OFFICERS

NAME _____ ADDRESS _____

NAME _____ ADDRESS _____

NAME _____ ADDRESS _____

APPLICANT: Please be advised that bars, nightclubs, lounges, taverns and other permanent locations where alcoholic beverages are sold, not including restaurants where the principle business is serving food, are required to procure a Special Use Permit along with an application for a liquor license permit, provided the zone in which the use is located affords the sale of alcohol. The Special Use Application may be acquired from the City's Planning Department. If there is any doubt or uncertainty whether the principle business is food, that determination will be made by the Planning Department.

Cycle Tracking Number: 71105
ISLD ID: 5598

State of Idaho Idaho State Police

Premise Number: 1A-10497
Incorporated City

Retail Alcohol Beverage License

License Year: 2015
License Number: 10497

This is to certify, that
doing business as: Salvador Sanchez
Fiesta Guadalajara

is licensed to sell alcoholic beverages as stated below at: 780 E Avalon, Kuna, Ada County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.
County and city licenses are also required in order to operate.

Liquor	Yes	\$750.00
Beer	Yes	\$50.00
On-premise consumption	Yes	\$0.00
Kegs to go	No	
Restaurant	Yes	\$0.00
Wine by the bottle	Yes	\$0.00
Wine by the glass	Yes	\$0.00
Multipurpose arena	No	

TOTAL FEE: \$800.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

SALVADOR SANCHEZ
FIESTA GUADALAJARA
PO BOX 70
ONTARIO, OR 97914
Mailing Address

License Valid: 05/01/2014 - 04/30/2015
Expires: 04/30/2015



Pat Powell
Director of Idaho State Police

(This license must be conspicuously displayed)

**ADA COUNTY LICENSE
STATE OF IDAHO**

License Year: 2015

License #: 201500332

This is to certify that **SALVADOR SANCHEZ**
doing business as: **FIESTA GUADALAJARA**

is granted a / to conduct a / or for a **ALCOHOL BEVERAGE LICENSE**
(Type)

at 780 E AVALON in KUNA, State of Idaho
(Street Address) (City or Town)

and has complied with the laws of the State of Idaho and/or regulations and ordinances of Ada County.

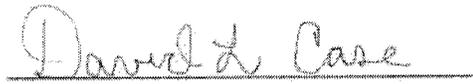
License Valid: - May 1, 2014 - April 30, 2015

BEER	
Draught/Bottled/Canned	100.00
LIQUOR	
By The Drink	125.00
TOTAL	<u>225.00</u>

Signature of Licensee or Officer of Corporation

Approved by the Board of County Commissioners
this 25th day of March, 2014.


Christopher D. Rich, Clerk/Auditor/Recorder


Chairman



CITY OF KUNA
ALCOHOL BEVERAGE LICENSE
APPLICATION

*** OFFICE USE ONLY ***
 Date 4.2.14 City License No. 167
 New ___ Renewal Modification ___ Transfer ___

 LICENSE REVIEWED AND:
 APPROVED ___ DENIED ___

 MAYOR

ALL FEES ARE NON REFUNDABLE

LIQUOR-BY-THE-DRINK (includes On Premise Wine)	\$ 562.50	_____
OFF PREMISE BEER	\$ 50.00	_____
OFF PREMISE WINE	\$ 200.00	_____
ON PREMISE BEER	\$ 200.00	<u>X</u>
ON PREMISE WINE	\$ 200.00	<u>X</u>
CHANGE IN LOCATION OF LICENSE (15% OF THE ANNUAL FEE)		_____

CCM 4.15.14

TOTAL \$ 400.00 PD 4.2.14
 Receipt # 11.000253 CK# 2675

A copy of the IDAHO STATE LICENSE, INCLUDING STATE-APPROVED FOOTPRINT, AND the ADA COUNTY LICENSE IS REQUIRED to be submitted with ALL applications.

BUSINESS NAME S & D KUNA INC DBA IDAHO PIZZA ID BUSINESS PHONE 922-5032
 BUSINESS LOCATION 331 Avenue E Kuna ID 83634
 Street City Zip
 BUSINESS MAILING ADDRESS 1263 W. CLARINDA St Meridian 83642
 Street City Zip
 APPLICANT NAME Shelly Rowell PHONE 8922248
 RESIDENCE ADDRESS Same as above
 Street City Zip

IF APPLICANT IS A PARTNERSHIP OR CORPORATION, LIST NAMES AND ADDRESSES OF PARTNERS OR OFFICERS

NAME Daniel L Rowell ADDRESS 1263 W. CLARINDA St Meridian
 NAME Shelly J Rowell ADDRESS 1263 W. CLARINDA St Meridian
 NAME Candy Dittin ADDRESS 3313 W. Cherry Lane #413 Meridian

APPLICANT: Please be advised that bars, nightclubs, lounges, taverns and other permanent locations where alcoholic beverages are sold, not including restaurants where the principle business is serving food, are required to procure a Special Use Permit along with an application for a liquor license permit, provided the zone in which the use is located affords the sale of alcohol. The Special Use Application may be acquired from the City's Planning Department. If there is any doubt or uncertainty whether the principle business is food, that determination will be made by the Planning Department.

6/9/2009 Shelly Rowell 3-28-14

State of Idaho

Idaho State Police

Premise Number: 1A-850

Retail Alcohol Beverage License

Cycle Tracking Number: 71838

License Year: 2015

License Number: 4808

This is to certify, that
doing business as: S&D Kuna Inc
Idaho Pizza Company

is licensed to sell alcoholic beverages as stated below at: 331 Avenue E, Kuna, Ada County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.


Signature of Licensee/Corporate Officer, LLC Member or Partner

Liquor	No	
Beer	Yes	\$50.00
On-premise consumption	Yes	\$0.00
Kegs to go	No	
Restaurant	Yes	\$0.00
Wine by the bottle	No	
Wine by the glass	Yes	\$100.00
Multipurpose arena	No	

TOTAL FEE: \$150.00

S&D KUNA INC
 IDAHO PIZZA COMPANY
 1263 W CLARINDA ST
 MERIDIAN, ID 83642
 Mailing Address

License Valid: 05/01/2014 - 04/30/2015

Expires: 04/30/2015




Director of Idaho State Police

(This license must be conspicuously displayed)

**ADA COUNTY LICENSE
STATE OF IDAHO**

License Year: 2015

License #: 201500348

This is to certify that **S & D KUNA INC**

doing business as: **IDAHO PIZZA COMPANY**

is granted a / to conduct a / or for a **ALCOHOL BEVERAGE LICENSE**
(Type)

at 331 AVENUE E in KUNA, State of Idaho
(Street Address) (City or Town)

and has complied with the laws of the State of Idaho and/or regulations and ordinances of Ada County.

License Valid: May 1, 2014 - April 30, 2015

BEER		
Draught/Bottled/Canned		100.00
WINE		
By The Drink		100.00
TOTAL		<u>200.00</u>

Signature of Licensee or Officer of Corporation

Approved by the Board of County Commissioners
this 25th day of March, 2014.

Christopher D. Rich
Christopher D. Rich, Clerk/Auditor/Recorder

David L. Case
Chairman



CITY OF KUNA
ALCOHOL BEVERAGE LICENSE
APPLICATION

*** OFFICE USE ONLY ***
Date 4.4.14 City License No. 168
New ___ Renewal Modification ___ Transfer ___

LICENSE REVIEWED AND:
APPROVED ___ DENIED ___

MAYOR

ALL FEES ARE NON REFUNDABLE

LIQUOR-BY-THE-DRINK (includes On Premise Wine) \$ 562.50 _____
OFF PREMISE BEER \$ 50.00 X _____
OFF PREMISE WINE \$ 200.00 X _____
ON PREMISE BEER \$ 200.00 _____
ON PREMISE WINE \$ 200.00 _____
CHANGE IN LOCATION OF LICENSE (15% OF THE ANNUAL FEE) _____

CCM 4.15.14

TOTAL \$ 250.00 pd 4.4.14
Receipt # 11000254 CK# 30-0011471100

A copy of the IDAHO STATE LICENSE, INCLUDING STATE-APPROVED FOOTPRINT, AND the ADA COUNTY LICENSE IS REQUIRED to be submitted with ALL applications.

BUSINESS NAME Walgreens #13614 BUSINESS PHONE 208-319-0205
BUSINESS LOCATION 869 E. Avalon Street Kuna 83634
Street City Zip
BUSINESS MAILING ADDRESS Liquor Renewals,300 Wilmot Rd, MS#3301, Deerfield, IL 60015
Street City Zip
APPLICANT NAME Walgreen Co. PHONE 847-527-4516
RESIDENCE ADDRESS Liquor Renewals,300 Wilmot Rd, MS#3301, Deerfield, IL 60015
Street City Zip

IF APPLICANT IS A PARTNERSHIP OR CORPORATION, LIST NAMES AND ADDRESSES OF PARTNERS OR OFFICERS

NAME Corporate Rider attached ADDRESS _____
NAME _____ ADDRESS _____
NAME _____ ADDRESS _____

APPLICANT: Please be advised that bars, nightclubs, lounges, taverns and other permanent locations where alcoholic beverages are sold, not including restaurants where the principle business is serving food, are required to procure a Special Use Permit along with an application for a liquor license permit, provided the zone in which the use is located affords the sale of alcohol. The Special Use Application may be acquired from the City's Planning Department. If there is any doubt or uncertainty whether the principle business is food, that determination will be made by the Planning Department.

6/9/2009 RECEIVED

APR 4 - 2014

KUNA CITY CLERK

APR 02 2014
11073109
TF

State of Idaho

Idaho State Police

Cycle Tracking Number: 71711

Premise Number: 1A-11264

Retail Alcohol Beverage License

License Year: 2015

License Number: 11264

This is to certify, that
doing business as: Walgreen Co.
Walgreens #13614

is licensed to sell alcoholic beverages as stated below at: 869 E. Avalon St., Kuna, Ada County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	No
Beer	Yes <u>\$50.00</u>
On-premise consumption	No
Kegs to go	No
Restaurant	No
Wine by the bottle	Yes <u>\$100.00</u>
Wine by the glass	No
Multipurpose arena	No

TOTAL FEE: \$150.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

WALGREEN CO.
WALGREENS #13614
P. O. BOX 901
DEERFIELD, IL 60015
Mailing Address

License Valid: 05/01/2014 - 04/30/2015

Expires: 04/30/2015



Director of Idaho State Police

(This license must be conspicuously displayed)

**ADA COUNTY LICENSE
STATE OF IDAHO**

License Year: 2015

License #: 201500472

This is to certify that **WALGREEN CO**
doing business as: **WALGREENS # 13614**

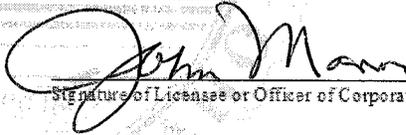
is granted a / to conduct a / or for a ALCOHOL BEVERAGE LICENSE
(Type)

at 869 E AVALON ST in KUNA, State of Idaho
(Street Address) (City or Town)

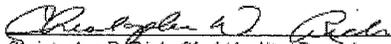
and has complied with the laws of the State of Idaho and/or regulations and ordinances of Ada County.

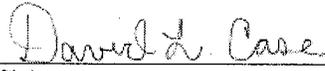
License Valid: May 1, 2014 - April 30, 2015

BEER	
Retail	25.00
WINE	
Retail	100.00
TOTAL	125.00


Signature of Licensee or Officer of Corporation

Approved by the Board of County Commissioners
this 1st day of April, 2014.


Christopher D. Rich, Clerk Auditor Recorder


Chairman



CITY OF KUNA
 ALCOHOL BEVERAGE LICENSE
 APPLICATION

ALL FEES ARE NON REFUNDABLE

LIQUOR-BY-THE-DRINK (includes On Premise Wine) \$ 562.50 _____
 OFF PREMISE BEER \$ 50.00 _____
 OFF PREMISE WINE \$ 200.00 _____
 ON PREMISE BEER \$ 200.00 _____
 ON PREMISE WINE \$ 200.00 _____
 CHANGE IN LOCATION OF LICENSE (15% OF THE ANNUAL FEE) _____

*** OFFICE USE ONLY ***
 Date 4.4.14 City License No. 169
 New ___ Renewal Modification ___ Transfer ___

 LICENSE REVIEWED AND:
 APPROVED ___ DENIED ___

 MAYOR

CCM 4.15.14

TOTAL \$ 200.00 Pd 4.4.14
 Receipt # 1.000255 CK# 2137692

A copy of the IDAHO STATE LICENSE, INCLUDING STATE-APPROVED FOOTPRINT, AND the ADA COUNTY LICENSE IS REQUIRED to be submitted with ALL applications.

BUSINESS NAME Pizza Hut #2163 BUSINESS PHONE 208.922.1686
 BUSINESS LOCATION 251 Avenue D. Kuna 83634
 Street City Zip
 BUSINESS MAILING ADDRESS 720 W. 20th St. Pittsburg, KS 66762
 Street City Zip
 APPLICANT NAME NPC International Inc PHONE 620.231.3390
 RESIDENCE ADDRESS 720 W. 20th St. Pittsburg, KS 66762
 Street city Zip

IF APPLICANT IS A PARTNERSHIP OR CORPORATION, LIST NAMES AND ADDRESSES OF PARTNERS OR OFFICERS

NAME James Schwartz Pres/CEO ADDRESS 720 W. 20th St
 NAME Troy Cook EVP/COO ADDRESS Pittsburg, KS 66762
 NAME _____ ADDRESS _____

APPLICANT: Please be advised that bars, nightclubs, lounges, taverns and other permanent locations where alcoholic beverages are sold, not including restaurants where the principle business is serving food, are required to procure a Special Use Permit along with an application for a liquor license permit, provided the zone in which the use is located affords the sale of alcohol. The Special Use Application may be acquired from the City's Planning Department. If there is any doubt or uncertainty whether the principle business is food, that determination will be made by the Planning Department.

6/9/2009

RECEIVED
 APR 4 - 2014
 KUNA CITY CLERK

State of Idaho Idaho State Police

Premise Number: 1A-269

Retail Alcohol Beverage License

License Year: 2015

License Number: 4658

This is to certify, that
doing business as: NPC International Inc
Pizza Hut #2163

is licensed to sell alcoholic beverages as stated below at: 271 N Avenue D, Kuna, Ada County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	No
Beer	Yes \$50.00
On-premise consumption	Yes \$0.00
Kegs to go	No
Restaurant	Yes \$0.00
Wine by the bottle	No
Wine by the glass	No
Multipurpose arena	No

TOTAL FEE: \$50.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

NPC INTERNATIONAL INC
PIZZA HUT #2163
LICENSING DEPT
720 W 20TH ST
PITTSBURG, KS 66762

Mailing Address

License Valid: 05/01/2014 - 04/30/2015

Expires: 04/30/2015



ABC FORM NO. ABC 03

(This license must be conspicuously displayed)

**ADA COUNTY LICENSE
STATE OF IDAHO**

License Year: 2015

License #: 201500380

This is to certify that **NPC INTERNATIONAL INC**
doing business as: **PIZZA HUT # 2163**

is granted a / to conduct a / or for a **ALCOHOL BEVERAGE LICENSE**
(Type)

at 271 N AVENUE D in KUNA, State of Idaho
(Street Address) (City or Town)

and has complied with the laws of the State of Idaho and/or regulations and ordinances of Ada County.

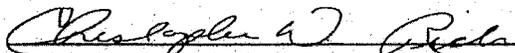
License Valid: May 1, 2014 - April 30, 2015

BEER	
Bottled/Canned	75.00
TOTAL	<u>75.00</u>

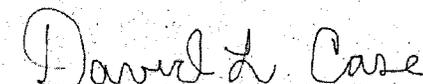


Signature of Licensee or Officer of Corporation

Approved by the Board of County Commissioners
this 25th day of March, 2014.



Christopher D. Rich, Clerk/Auditor/Recorder



Chairman



CITY OF KUNA ALCOHOL BEVERAGE LICENSE APPLICATION

PAID APR 8 - 2014

*** OFFICE USE ONLY *** City License No. 171

New ___ Renewal Modification ___ Transfer ___

LICENSE REVIEWED AND: APPROVED ___ DENIED ___

MAYOR

CCM 4.15.14

ALL FEES ARE NON REFUNDABLE

- LIQUOR-BY-THE-DRINK \$ 562.50
OFF PREMISE BEER \$ 50.00
OFF PREMISE WINE \$ 200.00
ON PREMISE BEER \$ 200.00
ON PREMISE WINE \$ 200.00
CHANGE IN LOCATION OF LICENSE (15% OF THE ANNUAL FEE)

TOTAL \$ 762.50 pd 4.8.14 Receipt # 11.000258 ck # 8152

A copy of the IDAHO STATE LICENSE, INCLUDING STATE-APPROVED FOOTPRINT, AND the ADA COUNTY LICENSE IS REQUIRED to be submitted with ALL applications.

BUSINESS NAME 4Es Bar LLC BUSINESS PHONE 922-1853
BUSINESS LOCATION 379 Main Kuna 83634
BUSINESS MAILING ADDRESS PO Box 831 Kuna 83634
APPLICANT NAME Jerry Forrey PHONE 830 2741
RESIDENCE ADDRESS 528 Boise St. Kuna 83634

IF APPLICANT IS A PARTNERSHIP OR CORPORATION, LIST NAMES AND ADDRESSES OF PARTNERS OR OFFICERS

NAME Jerry Forrey ADDRESS 528 Boise St. Kuna Id.
NAME ADDRESS
NAME ADDRESS

APPLICANT: Please be advised that bars, nightclubs, lounges, taverns and other where alcoholic beverages are sold, not including restaurants where the principal food, are required to procure a Special Use Permit along with an application for provided the zone in which the use is located affords the sale of alcohol. The Sp may be acquired from the City's Planning Department. If there is any doubt or u principle business is food, that determination will be made by the Planning Depa

He will bring in County on Monday. Please put on Agenda

State of Idaho

Idaho State Police

Premise Number: 1A-229
Incorporated City

Retail Alcohol Beverage License

Cycle Tracking Number: 72158
ISLD ID: 6394

License Year: 2015

License Number: 2469

This is to certify, that
doing business as: 4ES Bar LLC
4es Bar

is licensed to sell alcoholic beverages as stated below at: 379 W Main Street, Kuna, Ada County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor	Yes	\$750.00
Beer	Yes	\$50.00
On-premise consumption	Yes	\$0.00
Kegs to go	No	
Restaurant	No	
Wine by the bottle	Yes	\$0.00
Wine by the glass	Yes	\$0.00
Multipurpose arena	No	

TOTAL FEE: \$800.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

4ES BAR LLC
 4ES BAR
 PO BOX 831
 KUNA, ID 83634
 Mailing Address

License Valid: 05/01/2014 - 04/30/2015

Expires: 04/30/2015



Director of Idaho State Police



CITY OF KUNA
ALCOHOL BEVERAGE LICENSE
APPLICATION

*** OFFICE USE ONLY ***

Date 4.8.14 City License No. 170

New ___ Renewal Modification ___ Transfer ___

LICENSE REVIEWED AND:

APPROVED ___ DENIED ___

MAYOR

ALL FEES ARE NON REFUNDABLE

LIQUOR-BY-THE-DRINK (includes On Premise Wine)	\$ 562.50	<u>X</u>
OFF PREMISE BEER	\$ 50.00	_____
OFF PREMISE WINE	\$ 200.00	_____
ON PREMISE BEER	\$ 200.00	<u>X</u>
ON PREMISE WINE	\$ 200.00	_____
CHANGE IN LOCATION OF LICENSE (15% OF THE ANNUAL FEE)	_____	_____

CCM 4.15.14
 Paid 200.00 Beer Lic 4.9.14 CK# 2981
 Receipt# 11.000 260
 TOTAL \$ 562.50 Pd 4.8.14
 Receipt# 11.000 256 CK# 2979

A copy of the IDAHO STATE LICENSE, INCLUDING STATE-APPROVED FOOTPRINT, AND the ADA COUNTY LICENSE IS REQUIRED to be submitted with ALL applications.

BUSINESS NAME Longhorn Lounge BUSINESS PHONE 977-4163

BUSINESS LOCATION 458 W Main St. Kuna 83634
 Street City Zip

BUSINESS MAILING ADDRESS P.O. box 88 Kuna 83634
 Street City Zip

APPLICANT NAME Jon Ferry PHONE 989-8400

RESIDENCE ADDRESS 1540 N Buckler Wy Kuna 83634
 Street City Zip

IF APPLICANT IS A PARTNERSHIP OR CORPORATION, LIST NAMES AND ADDRESSES OF PARTNERS OR OFFICERS

NAME Jon Ferry ADDRESS 1540 N Buckler Wy Kuna Id

NAME _____ ADDRESS _____

NAME _____ ADDRESS _____

APPLICANT: Please be advised that bars, nightclubs, lounges, taverns and other permanent locations where alcoholic beverages are sold, not including restaurants where the principle business is serving food, are required to procure a Special Use Permit along with an application for a liquor license permit, provided the zone in which the use is located affords the sale of alcohol. The Special Use Application may be acquired from the City's Planning Department. If there is any doubt or uncertainty whether the principle business is food, that determination will be made by the Planning Department.

State of Idaho

Cycle Tracking Number: 72061
ISLD ID: 6662

Premise Number: 1A-361
Incorporated City

Idaho State Police Retail Alcohol Beverage License

License Year: 2015
License Number: 4163

This is to certify, that
doing business as: Jon's Longhorn LLC
Longhorn Lounge

is licensed to sell alcoholic beverages as stated below at: 458 W 3rd Street, Kuna, Ada County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.
County and city licenses are also required in order to operate.

Liquor	Yes	\$750.00
Beer	Yes	\$50.00
On-premise consumption	Yes	\$0.00
Kegs to go	No	
Restaurant	No	
Wine by the bottle	Yes	\$0.00
Wine by the glass	Yes	\$0.00
Multipurpose arena	No	

TOTAL FEE: \$800.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

JON'S LONGHORN LLC
LONGHORN LOUNGE
PO BOX 88

KUNA, ID 83634

Mailing Address

License Valid: 05/01/2014 - 04/30/2015

Expires: 04/30/2015



Steve Powell

Director of Idaho State Police

(This license must be conspicuously displayed)

ADA COUNTY LICENSE
STATE OF IDAHO

License #: 201500425

License Year: 2015
This is to certify that **JON'S LONGHORN LLC**
doing business as: **LONGHORN LOUNGE**

is granted a / to conduct a / or for a **ALCOHOL BEVERAGE LICENSE**
(Type)
at **458 W 3RD ST** in **KUNA**, State of Idaho
(Street Address) (City or Town)

and has complied with the laws of the State of Idaho and/or regulations and ordinances of Ada County.

License Valid: May 1, 2014 - April 30, 2015

BEER	
Draught/Bottled/Canned	100.00
LIQUOR	
By The Drink	125.00
TOTAL	<u>225.00</u>

Signature of Licensee or Officer of Corporation

Approved by the Board of County Commissioners
this 1st day of April, 2014.

Christopher D. Rich
Christopher D. Rich, Clerk/Auditor/Recorder

David H. Case
Chairman



CITY OF KUNA
ALCOHOL BEVERAGE LICENSE
APPLICATION

ALL FEES ARE NON REFUNDABLE

LIQUOR-BY-THE-DRINK (includes On Premise Wine) \$ 562.50 ✓
 OFF PREMISE BEER \$ 50.00 _____
 OFF PREMISE WINE \$ 200.00 _____
 ON PREMISE BEER \$ 200.00 ✓
 ON PREMISE WINE \$ 200.00 _____
 CHANGE IN LOCATION OF LICENSE (15% OF THE ANNUAL FEE) _____

*** OFFICE USE ONLY ***
 Date 4.10.14 City License No. 172
 New ___ Renewal Modification ___ Transfer ___

 LICENSE REVIEWED AND:
 APPROVED _____ DENIED _____

 MAYOR

CCM 4.15.14

TOTAL \$ 762.50 pd 4.10.14
 Receipt # 11.000262 ck # 1494

A copy of the IDAHO STATE LICENSE, INCLUDING STATE-APPROVED FOOTPRINT, AND the ADA COUNTY LICENSE IS REQUIRED to be submitted with ALL applications.

BUSINESS NAME El Tesoro BUSINESS PHONE 208-922-4421
 BUSINESS LOCATION 751 W 4th St Kuna, Id 83634
Street City Zip
 BUSINESS MAILING ADDRESS Same
Street City Zip
 APPLICANT NAME Gloria Marin PHONE 208-283-1569
 RESIDENCE ADDRESS 1902 E Green Meadows Meridian Id 83646
Street City Zip

IF APPLICANT IS A PARTNERSHIP OR CORPORATION, LIST NAMES AND ADDRESSES OF PARTNERS OR OFFICERS

NAME _____ ADDRESS _____
 NAME _____ ADDRESS _____
 NAME _____ ADDRESS _____

APPLICANT: Please be advised that bars, nightclubs, lounges, taverns and other permanent locations where alcoholic beverages are sold, not including restaurants where the principle business is serving food, are required to procure a Special Use Permit along with an application for a liquor license permit, provided the zone in which the use is located affords the sale of alcohol. The Special Use Application may be acquired from the City's Planning Department. If there is any doubt or uncertainty whether the principle business is food, that determination will be made by the Planning Department.

(This license must be conspicuously displayed)

ADA COUNTY LICENSE
STATE OF IDAHO

License #: 201500492

License Year: 2015

This is to certify that **GLORIA MARIN**
doing business as: **EL TESORO**

is granted a / to conduct a / or for a **ALCOHOL BEVERAGE LICENSE**
(Type) _____, State of Idaho
at **751 W 4TH ST** in **KUNA**, State of Idaho
(Street Address) (City or Town)

and has complied with the laws of the State of Idaho and/or regulations and ordinances of Ada County.

License Valid: May 1, 2014 - April 30, 2015

BEER	
Draught/Bottled/Canned	100.00
LIQUOR	
By The Drink	125.00
TOTAL	<u>225.00</u>

Gloria Marin
Signature of Licensee or Officer of Corporation

Approved by the Board of County Commissioners
this 8th day of April, 2014.

David L. Case
Chairman

Christopher D. Rich
Christopher D. Rich, Clerk/Auditor/Recorder

State of Idaho

Idaho State Police

Cycle Tracking Number: 72103
ISLD ID: 6790

Premise Number: 1A-865
Incorporated City

Retail Alcohol Beverage License

License Year: 2015
License Number: 4851

This is to certify, that
doing business as:

Gloria Marin
El Tesoro

is licensed to sell alcoholic beverages as stated below at: 751 W 4th St, Kuna, Ada County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.


Signature of Licensee, Corporate Officer, LLC Member or Partner

Liquor	Yes	\$750.00
Beer	Yes	\$50.00
On-premise consumption	Yes	\$0.00
Kegs to go	No	
Restaurant	Yes	\$0.00
Wine by the bottle	Yes	\$0.00
Wine by the glass	Yes	\$0.00
Multipurpose arena	No	

TOTAL FEE: \$800.00

GLORIA MARIN
EL TESORO
751 W 4TH ST

KUNA, ID 83634
Mailing Address

License Valid: 05/01/2014 - 04/30/2015

Expires: 04/30/2015







CITY OF KUNA
ALCOHOL BEVERAGE LICENSE
APPLICATION

ALL FEES ARE NON REFUNDABLE

LIQUOR-BY-THE-DRINK (includes On Premise Wine)	\$ 562.50	<u>562.50</u>
OFF PREMISE BEER	\$ 50.00	_____
OFF PREMISE WINE	\$ 200.00	_____
ON PREMISE BEER	\$ 200.00	<u>200.00</u>
ON PREMISE WINE	\$ 200.00	_____
CHANGE IN LOCATION OF LICENSE (15% OF THE ANNUAL FEE)		<u>75.00</u>

*** OFFICE USE ONLY ***

Date 4.10.14 City License No. 173

New ___ Renewal Modification ___ Transfer ___

LICENSE REVIEWED AND:

APPROVED _____ DENIED _____

MAYOR

CCM 4.15.14

TOTAL \$ 762.50 pd 4.10.14
Receipt# 11.000263 CK# 3141

A copy of the IDAHO STATE LICENSE, INCLUDING STATE-APPROVED FOOTPRINT, AND the ADA COUNTY LICENSE IS REQUIRED to be submitted with ALL applications.

BUSINESS NAME THEARLENE BUSINESS PHONE 922-2018

BUSINESS LOCATION 459 W. MAIN KUNA, ID. 83634
Street City Zip

BUSINESS MAILING ADDRESS P.O. Box 905 KUNA, ID. 83634
Street City Zip

APPLICANT NAME LARRY O'LEARY PHONE 870-5961

RESIDENCE ADDRESS 2610 W. IRENE ST. BOISE, ID. 83702
Street City Zip

IF APPLICANT IS A PARTNERSHIP OR CORPORATION, LIST NAMES AND ADDRESSES OF PARTNERS OR OFFICERS

NAME _____ ADDRESS _____

NAME _____ ADDRESS _____

NAME _____ ADDRESS _____

APPLICANT: Please be advised that bars, nightclubs, lounges, taverns and other permanent locations where alcoholic beverages are sold, not including restaurants where the principle business is serving food, are required to procure a Special Use Permit along with an application for a liquor license permit, provided the zone in which the use is located affords the sale of alcohol. The Special Use Application may be acquired from the City's Planning Department. If there is any doubt or uncertainty whether the principle business is food, that determination will be made by the Planning Department.

State of Idaho

Idaho State Police

Retail Alcohol Beverage License

Cycle Tracking Number: 71994
ISLD ID: 5438

Premise Number: 1A-8411
Incorporated City:
License Year: 2015
License Number: 8411

This is to certify, that
doing business as: Larry O'Leary
The Arlene

is licensed to sell alcoholic beverages as stated below at: 459 W Main St, Kuna, Ada County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.
County and city licenses are also required in order to operate.

Larry O'Leary
Signature of Licensee, Corporate Officer, LLC Member or Partner

Liquor	Yes	\$750.00
Beer	Yes	\$50.00
On-premise consumption	Yes	\$0.00
Kegs to go	No	
Restaurant	No	
Wine by the bottle	Yes	\$0.00
Wine by the glass	Yes	\$0.00
Multipurpose arena	No	

TOTAL FEE: \$800.00

LARRY O'LEARY
THE ARLENE
2610 IRENE ST
BOISE, ID 83702
Mailing Address

License Valid: 05/01/2014 - 04/30/2015
Expires: 04/30/2015



Pat Powell
Director of Idaho State Police

(This license must be conspicuously displayed)

ADA COUNTY LICENSE
STATE OF IDAHO

License #: 201500476

License Year: 2015

This is to certify that **LARRY O'LEARY**
doing business as: **ARLENE**

is granted a / to conduct a / or for a **ALCOHOL BEVERAGE LICENSE**
(Type)
at **459 W MAIN ST** in **KUNA**, State of Idaho
(Street Address) (City or Town)

and has complied with the laws of the State of Idaho and/or regulations and ordinances of Ada County.

License Valid: May 1, 2014 - April 30, 2015

BEER	
Draught/Bottled/Canned	100.00
LIQUOR	
By The Drink	125.00
TOTAL	<u>225.00</u>

Larry O'Leary
Signature of Licensee or Officer of Corporation

Approved by the Board of County Commissioners
this 8th day of April, 2014.

David L. Case
Chairman

Christopher D. Rich
Christopher D. Rich, Clerk/Auditor/Recorder



City of Kuna

Findings of Fact, Conclusions of Law

P.O. Box 13
 Phone: (208) 922-5274
 Fax: (208) 922-5989
Kunacity.id.gov

To: City Council

Case Number(s): 07-03-DA (Develop Agreement Modification) Profile Ridge Commercial Subdivision

Location: 1403 N. Meridian Road
Kuna, Idaho 83634

Planner: Troy Behunin, Senior Planner

Meeting Date: April 1, 2014
Findings of Fact: April 15, 2014

Owner: D. Mark Ridley
 621 Washington St. South
 Twin Falls, Idaho 83301
 (208) 320-2070
mark@shopsridleys.com

Applicant: Curt Faus - Rick Millsap
 5755 Willow Lane
 Lake Oswego, Or 97035
 503.699.1106
 Rick Millsap@cfauscop.com

Table of Contents:

- A. Course Proceedings
- B. Applicants Request
- C. Vicinity and Aerial Maps
- D. History
- E. General Project Facts
- F. Staff Analysis
- G. Applicable Standards
- H. Comprehensive Plan Analysis
- I. Findings of Fact
- J. Conclusions of Law
- K. Decision by the Council
- L. Order

A. Course of Proceedings

1. Kuna City Code (KCC), Title 5, Chapter 14, Section 7, addresses *Development Agreements regulations* and states; a *development agreement may be modified by the City Council only after complying with the notice and public hearing provisions of section 67-6509 of the Idaho Code*. Staff views this request to

be valid and eligible for such a request as this application has met the noticing requirements for public hearings to modify the development agreement.

a. Notifications

- | | |
|---------------------------|---------------------------------------|
| i. Neighborhood Meeting | December 19, 2013 (1 person attended) |
| ii. Agencies | January 20, 2014 |
| iii. 300' Property Owners | March 10, 2014 |
| iv. Kuna, Melba Newspaper | March 5, 2014 |
| v. Site Posted | March 21, 2014 |

B. Applicants Request:

1. Request:

Applicant requests modification of the development agreement with the City for the Profile Ridge development at the south west corner of Deer Flat and State Highway 69 (SH 69). This application specifically proposes a full-access into and out of the commercial project. Currently, the approvals for site access are a right-in, right-out, onto and from East Profile Street.

C. Vicinity and Aerial Maps:



D. History: The property was recently (Dec. 2013) improved with the Ridley's Family Market grocery and Ace Hardware stores, including five other semi-improved pads and a complete parking lot for all pads. The Final Plat was approved in November 2013, and has yet to be recorded with Ada County recorders office.

E. General Projects Facts:

1. **Comprehensive Plan Designation:** The Future Land Use Map (FLU) identifies this site as Mixed-Use Commercial. This application does not include a request for a change in the current land-use.

2. **Surrounding Land Uses:**

North	RUT	Rural Urban Transition – Ada County
South	R-6	Medium Density Residential - Kuna City
East	RUT	Rural Urban Transition – Ada County
West	RUT	Rural Urban Transition – Ada County

3. **Parcel Sizes, Current Zoning, Parcel Numbers:**

- 33.2 +/- total acres
- C-1, Neighborhood Commercial
- Parcels S1324110155 (3.82 ac.) and S1324110085 (29.3 ac.)

4. **Services:**

- Sanitary Sewer– City of Kuna
- Potable Water – City of Kuna
- Irrigation District – Boise-Kuna Irrigation District
- Pressurized Irrigation – City of Kuna (KMID)
- Fire Protection – Kuna Fire District
- Police Protection – Kuna City Police (Ada County Sheriff’s office)
- Sanitation Services – K&M Sanitation

5. **Existing Structures, Vegetation and Natural Features:** Currently there is a Ridley’s grocery store and Ace Hardware store open for business. The total building size is approx. 55,200 square feet. The site has 5 other semi-improved pads awaiting a structure. There is an improved parking lot to will serve the entire site and landscaping which covers the common spaces and buffers.

6. **Transportation / Connectivity:** The site has an existing access from Deer Flat Road (a cross-access agreement is in place for all Profile Ridge Lots) and a right-in/right-out in the south east corner of the site from East Profile Street. Applicant proposes a full access to and from SH 69/Meridian Road from East Profile Street.

7. **Environmental Issues:** Staff is not aware of any environmental issues, health or safety conflicts. This site’s topography is generally flat.

8. **Agency Responses:** The following agencies returned comments: City Engineer (Gordon Law, P.E.), Boise Project Board of Control, the Idaho Transportation Department (ITD), and Central District Health Department. The responding agency comments are included as exhibits with this case file. The following agencies did not send in comments; Ada County Highway District, Kuna Police Department, Kuna School District, Ada County Planning and Zoning, Idaho Power, J&M Sanitation, and the US Post Office.

F. Staff Analysis:

This site is near the south west corner (SWC) of SH 69/Meridian and Deer Flat Roads. The applicant’s current approvals allow for right-in/right-out of the site and the site is constructed to handle this type of access. Applicant is required to yet build a curb in SH 69 to prevent left-in and left-out of the site. This application however, proposes a full-access for ingress/egress purposes, and remove the requirement to provide a curb in SH 69 preventing left-in / left-out.

The Highway Overlay District corridor prohibits a full access except at the mid-mile or full mile intersections, with certain exceptions as provided in KCC 5-2A-6. This application proposes to initiate that exception. The mid-mile intersection has not been constructed, it is recommended the Council approve the modification request; otherwise the site will be limited to one full access point on Deer Flat Road.

Idaho Transportation Department (ITD) would support approving this request. However if at some point after its construction a need arises to remove the full access, then it would be removed at that time through the authority of ITD. Reasons for its removal would include but are not limited to, roadway capacity issues and/or public safety demands. It would be staffs position to follow ITD's lead on the issue of allowing a left-in, left-out at this location.

G. Applicable Standards:

1. Kuna City Code, Title 5, Zoning Ordinance No. 230, 546 and 570,
2. Kuna City Code, Title 5, Section 3, Zoning Regulations,
3. Kuna City Code, Title 5, Section 2, Overlay District Ordinance,
4. Kuna City Code, Comprehensive Plan and Future Land Use Map,
5. Idaho Code, Title 67, Chapter 65, Local Land Use Planning Act

H. Comprehensive Plan Analysis:

The Kuna City Council accepts the Comprehensive Plan components as described below.

1. The proposed application for the site is consistent with the following Comprehensive Plan components:

GOALS AND POLICY – Property Rights

Goal 1: *Ensure that the City of Kuna land use policies, restrictions, conditions and fees do not violate private property rights. Establish an orderly, consistent review process for the City of Kuna to evaluate whether proposed actions may result in private property “takings”.*

Policy 1: As part of a land use action review, the staff shall evaluate with guidance from the City's attorney; The Idaho Attorney General's six criterion established to determine the potential for property taking.

GOALS AND POLICY – Economic Development

Goal 1: *Promote and support a diverse and sustainable economy that will allow more Kuna residents to work in their community.*

Policy 1.3: The City will develop a policy to provide incentives and/or assistance in order to competitively attract firms.

GOALS AND POLICY – Land Use

Goal 2: *Encourage a balance of land uses to ensure that Kuna remains a desirable, stable, and self-sufficient community.*

Objective 2.1: Assist in retaining or expanding sales opportunities in entertainment, sit-down restaurants, and neighborhood/convenience shopping categories. Encourage neighborhood and community-scale retail.

Objective 2.2: Plan for areas designed to accommodate a diverse range of businesses and commercial activity – within both the community-scale and neighborhood-scale centers – to strengthen the local economy and to provide more opportunities for social interaction.

Policy 2.3: Retail and residential land uses should be appropriately mixed and balanced with professional offices and service facilities to provide residents with a broader mix of services within walking distance from their homes.

GOALS AND POLICY – Transportation

Policy 1.1.2: Pedestrian and bicycle activities should be separate from automobiles road system – where possible.

Policy 3.2.1: Encourage developers to create mixed use developments that will reduce travel demand through trip capture.

Policy 3.2.2: Increase Kuna's employment opportunities as a means of reducing commuter trips.

Policy 3.4.9: Assure that commercial ventures have a secondary means of roadway access.

Policy 3.4.10: Require shared driveway access where possible.

Policy 3.4.12: Promote ease of access to all portions of the City.

I. Findings of Fact:

1. As mentioned above, this modification request conflicts with the Highway 69 Overlay District as to limited access. However, due to the fact that if denied, the site would have only one (1) full access point. According to ITD letter dated February 3, 2014 this proposal is in compliance with ITD district 3, policy.
2. The modification appears to meet the general objectives of Kuna's Comprehensive Plan.
3. The modification uses are not likely to cause substantial environmental damage or avoidable injury to wildlife or their habitat.
4. Staff is not fully aware if this modification request is likely to cause adverse public safety problems.
5. The modification does not appear to cause detriment to the present and potential surrounding uses; to the health, safety, and general welfare of the public taking into account the physical features of the site, public facilities and existing adjacent uses.
6. The existing and proposed street and utility services in proximity to the site are suitable and adequate for commercial purposes.
7. Kuna City Council accepts the facts as outlined in the staff report, any public testimony and the supporting evidence list as presented.
8. Based on the evidence contained in Case No. 07-03-DA (DA Modification), this proposal appears to comply with the Comprehensive Plan and the Kuna Comprehensive Future Land Use Map (FLU).
9. The City Council has the authority to approve or deny this application.
10. The public notice requirements were met and the public hearing was conducted within the guidelines of applicable Idaho Code and City Ordinances.

J. Conclusions of Law:

1. Based on the evidence contained in Case No. 07-03-DA (DA Modification), the Kuna City Council finds Case No. 07-03-DA (DA Modification), appears to comply with Kuna City Code.
2. Based on the evidence contained in Case No. 07-03-DA (DA Modification), the Kuna City Council finds Case No. 07-03-DA (DA Modification), appears to be consistent with Kuna's Comprehensive Plan.
3. The public notice requirements have been met and the neighborhood meeting was conducted within the guidelines of applicable Idaho Code and City Ordinances.

K. Decision by the Council:

Note: This motion is for approval or denial of this request. However, if the Council wishes to approve or deny specific parts of the request as detailed in this report, they must be specified.

L. Order:

On April 1, 2014, the Council voted 3-1, **approving Case No. 07-03-DA**, based on the findings of facts outlined in staff's report and the public testimony at the public hearing, the City Council, hereby approves **Case No. 07-03-**

DA as requested, a development agreement modification request from Curt Faus, Corp. & Ridley's Family Markets with the following conditions of approval:

- Follow all conditions as outlined in the staff report.
 - A left in and left out will be allowed at the intersection of East Profile Street and State HW 69, unless ITD and/or Kuna City Council determines it must be removed due to traffic-capacity issues or public safety concerns in the future.
1. The applicant and/or owner 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 hook-ups.
 - b. The City Engineer shall approve the drainage and grading plans. 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". No construction, grading, filling, clearing or excavation of any kind shall be initiated until the applicant has received approval of the drainage plan.
 - c. The Kuna Fire District shall approve fire flow requirements and/or building plans. Installation of fire protection facilities as required by Kuna Fire District is required.
 - d. The Boise-Kuna Irrigation District shall approval any modifications to the existing irrigation system.
 - e. Approval from Ada County Highway District shall be obtained and Impact Fees must be paid prior to issuance of a building permit.
 2. All public rights-of-way shall be dedicated and constructed to standards of the City, Ada County Highway District and Idaho Transportation Department. No public street construction may be commenced without the approval and permit from Ada County Highway District and/or Idaho Transportation Department.
 3. Installation of service facilities shall comply with the requirements of the public utility or irrigation district providing the services. All utilities shall be installed underground, see **KCC 6-4-2-W**.
 4. 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.
 5. Lighting within the site shall comply with Kuna City Code as stated in KCC 5-9-5-B.
 6. Parking within the site shall comply with Kuna City Code. (Unless specifically approved otherwise).
 7. Fencing within and around the site shall comply with Kuna City Code (Unless specifically approved otherwise).
 8. Signage within the site shall comply with Kuna City Code (A sign permit is required prior to sign construction).
 9. All required landscaping shall be permanently maintained in a healthy growing condition. The property owner shall remove and replace unhealthy or dead plant material within 3 days or as the planting season permits as required to meet the standards of these requirements. Maintenance and planting within public rights-of-way shall be with approval from the public entities owning the property.
 10. Submit a petition to the City (if necessary and confirmed with the City engineer) consenting to the pooling of irrigation surface water rights for delivery purposes and requesting to annex the irrigation surface water rights appurtenant to the property to the Kuna Municipal Pressure Irrigation system of the City (KMID).
 11. The land owner/applicant/developer, and any future assigns having an interest in the subject property, shall fully comply with all conditions of development as approved by the Council, or seek amending them through public hearing processes.
 12. This development is subject to landscaping and building design reviews, among other land use applications as applicable, at time of development. All remaining pads on site will be subject to the same.
 13. Applicant shall follow staff, City engineers and other agency recommended requirements as applicable.
 14. Developer shall comply with all local, state and federal laws.

DATED: This 15th day of April, 2014.

W. Greg Nelson, Kuna Mayor

ATTEST:

Brenda Bingham
Kuna City Clerk

THE ANNUAL KUNA CLEAN-UP PROJECT



You are invited to participate in a community clean-up to benefit all of us, our community, and our state.

Saturday April 19th, 2014

Hubbard

Ten Mile Road

Kuna-Meridian Hwy.

There will be FREE CURBSIDE TRASH REMOVAL provided by J&M Sanitation, Inc. for businesses and residents (placed at curbside by **8:00 am** on April 19th) within these boundaries except for the following items:

No Tree limbs, Brush, or Large Wood Items will be taken on Clean-Up Day this year. These items can be placed on the curb for weekly regular pick-up through-out the year. Please make sure they are bundled and no longer than 4 ft in length. Televisions and Computer Monitors will be accepted. Thank you for your cooperation!

Dead washers, dryers, and refrigerators (refrigerators, will cost \$10.00), as well as hazardous wastes may be dropped off in the lot behind Kuna City Park on Saturday, April 19th, between the hours of 9 a.m. and 3 p.m. Tires may also be dropped off behind the park for a charge. (See the back of this page for more information regarding tires, non-hazardous, and hazardous waste disposal.)

King Road

A contest will be held and several prizes awarded for competing in community clean-up efforts:

Groups & Schools

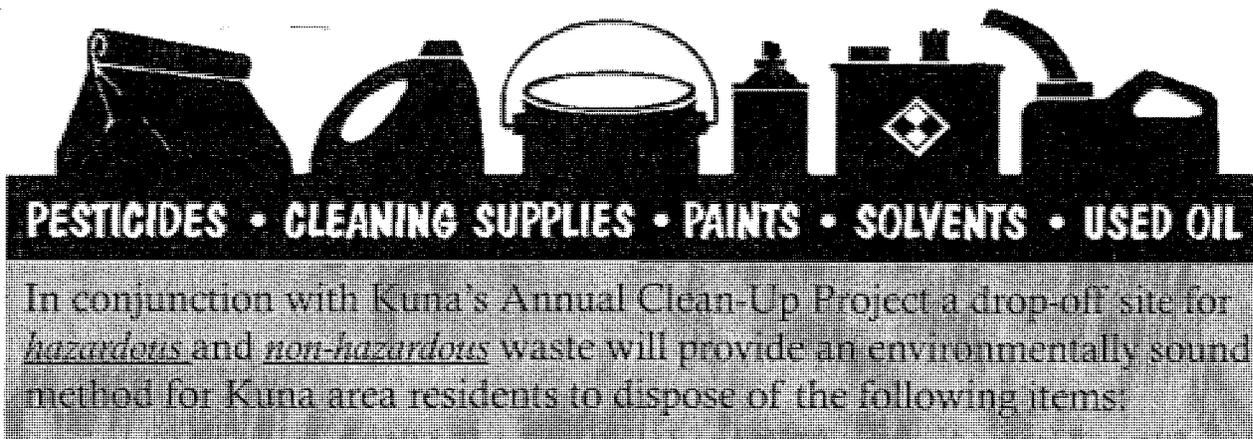
Groups--please sign up for competition and free trash bags at J&M Sanitation.

FOR MORE INFORMATION AND SIGN UP—CONTACT:

Kuna City Hall	922-5546
J&M Sanitation	922-3313
Chad Gordon	941-6371

Sponsored by
City of Kuna,





- ✓ Used Oil Filters
- ✓ Used Motor Oil--*Accepted only in containers, 5 gallon size or smaller.*
- ✓ Car and Household Batteries
- ✓ Cleaners (acid & lye)
- ✓ Solvents
- ✓ Latex Paint--*Accepted only in containers, 5 gallon size or smaller.*
- ✓ Oil Base Paint--*Limited to quantities of 5 gallons or less per household.*
- ✓ Anti-freeze
- ✓ Turpentine
- ✓ Pesticides, Herbicides, and Fertilizers
- ✓ Residential refrigerators and air conditions with compressor
 - ♦ 2 per household: \$10 each unit (No Dealers or Commercial Units)
- ✓ Tires--can be disposed of for a charge*
 - ♦ Passenger/Motorcycle/ATV Tires: \$2.00 each off rim / \$4.25 on rim
 - ♦ Light Truck Tires: \$2.50 off rim / \$4.25 on rim
 - ♦ Large Truck Tires: \$8.00 off rim / \$16.00 on rim
 - ♦ Farm Tires: Negotiated
 - ♦ Larger or Odd Tires: By bid or negotiated

* Items accepted ONLY on Saturday, April 19th-9:00 a.m. to 3:00 p.m.

**** Television Monitors & Computer Monitors will be accepted.**

The collection site will be in the lot behind Kuna City Park. Items may be dropped off **April 19th between the hours of 9:00 a.m. and 3:00 p.m.** Help protect your health and the health of our environment--take this opportunity to dispose of your hazardous, and non-hazardous wastes safely.

Sponsored by City of Kuna,



File name:

Water's Edge

Site location:

East of N. School Ave / South of W. Ardell Road Alignment / West of N. Linder Road

Legal Description:

See Attached **EXHIBIT A**.

Current property Owners/developers:

DBTV Waters Edge Farm, LLC

Hearing date:

April 1, 2014- continued to April 15, 2014

Factual background:

On December 3, 2003, the City of Kuna (City) and Crest Venture Corporation, Inc. (Developer) executed a Development Agreement for the above-described property. The property has not been developed and it remains vacant. The Development Agreement is attached hereto as **EXHIBIT B**.

Legal Requirements:

1. Idaho Code 67-6511A provides that each governing board, may, by ordinance adopted or amended in accordance with the notice and hearing provisions provided under section 67-6509, Idaho Code, require or permit as a condition of rezoning that an owner or developer make a written commitment concerning the use or development of the subject parcel. It further provides that the governing board shall adopt ordinance provisions governing the creation, form, recording, modification, enforcement and termination of conditional commitments.
2. The City of Kuna has adopted Title 5, Chapter 14 Development Agreements in compliance with Idaho Code 67-6511A.
 - 2.1. Kuna City Code, Section 5-14-7 provides that development agreements may be modified by the city council only after complying with the notice and public hearing provisions of section 67-6509 of the Idaho Code.

Recommendations and Conclusions:

1. It is appropriate to amend the Development Agreement, as the property has not been developed and the land sits vacant, the proposed project is inconsistent with the current requirements of the City and other governmental agencies, and if constructed, it does not meet the desires of the market. The current property owner has been in discussions with the City, and intends to present a new proposed project that will be consistent with the City and other governmental entities and market conditions. The amendment releases all conditions except the pathway along Indian Creek and it allows for the developer to have a reasonable time to commence construction.

2. Kuna City Code provides for the procedure to modify a development agreement to remove certain conditions from the development agreement.

Dated this ____ day of April 2014.

Richard T. Roats
City Attorney

FOX Land Surveys, Inc.

913 S. Latah, Suite D Δ Boise Idaho Δ 83705 Δ 208-342-7957 Δ 208-342-7437 FAX

**A PORTION OF LAND LOCATED IN THE NORTH ½ OF THE SOUTHEAST ¼, OF SECTION 14,
TOWNSHIP 2 NORTH, RANGE 1 WEST, BOISE MERIDIAN, KUNA, ADA COUNTY, IDAHO**

A Portion of land located in the North ½ of the Southeast ¼, of Section 14, Township 2 North, Range 1 West, Boise Meridian, Kuna, Ada County, Idaho, more particularly described as follows:

Beginning at the found 5/8 inch rebar with no cap at the East ¼ corner of said Section 14 from which a found 5/8 inch rebar with no cap at the Section corner common to Sections 13, 23, 24 and the said Section 14 bears South 00°00'00" West a distance of 2643.69 feet;

thence along the East-West Center Section line North 89°43'06" West a distance of 25.00 feet to the **TRUE POINT OF BEGINNING** at a point on the West Right-of-Way of Linder Road;

thence along said West Right-of-Way South 00°00'00" West a distance of 960.95 feet (formerly South 00°00'00" West a distance of 960.94 feet as called for in Quick Claim Deed Instrument Number 100031112) to a found ½ inch rebar with plastic cap stamped "PLS 4108" replaced with 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612";

thence leaving said Right-of-Way North 89°48'45" West a distance of 1394.96 feet (formerly North 89°48'51" West a distance of 1394.97 feet as called for in Quick Claim Deed Instrument Number 100031112) to a found ½ inch rebar with plastic cap stamped "PLS 4108" replaced with 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612" at a point on the East top of bank of the Hubbard Beal Drain;

thence along said East top of bank of said Hubbard Beal Drain the following courses and distances:

South 20°31'26" East a distance of 215.43 feet (formerly South 20°32'25" East a distance of 215.44 feet as called for in Quick Claim Deed Instrument Number 100031112) to a found ½ inch rebar with plastic cap stamped "PLS 4108" replaced with 5/8 inch rebar with plastic cap stamped "FLSI PLS 7612";

thence South 17°01'55" East a distance of 166.93 feet (formerly South 17°01'18" East a distance of 166.91 feet as called for in Quick Claim Deed Instrument Number 100031112) to a found ½ inch rebar with plastic cap stamped "PLS 4108" replaced with 5/8 inch rebar

Exhibit 'A'

with plastic cap stamped "FLSI PLS 7612" at a point on the South 1/16 line of said Section 14;

thence along said South 1/16 line North 89°48'48" West a distance of 1346.76 feet (formerly North 89°48'51" West a distance of 1346.78 feet as called for in Quick Claim Deed Instrument Number 100031112) all the South 1/16 line of said Section 14 to a found 5/8 inch rebar with plastic cap stamped "PLS 4108" at the Center-South 1/16 corner;

thence along the North-South Center Section line North 00°00'55" East a distance of 1326.23 feet (formerly North 00°00'45" East a distance of 1326.18 as called for in Quick Claim Deed Instrument Number 100031112) to a found Aluminum Cap Monument at the Center ¼ of said Section 14;

thence along the East-West Center Section line South 89°43'06" East a distance of 2616.97 feet (formerly South 89°43'12" East a distance of 2617.02 as called for in Quick Claim Deed Instrument Number 100031112) to the **TRUE POINT OF BEGINNING**;

Containing 2,985,253 square feet, 68.532 acres, more or less.

Subject to existing easements and rights-of-way as any may exist, of record or not of record.

The Basis of Bearings for this description is between the found 5/8 inch rebar with no cap at the East ¼ corner of said Section 14 and the found 5/8 inch rebar with no cap at the Section corner common to Sections 13, 23, 24 and said Section 14 and bears South 00°00'00" West a distance of 2643.69 feet as shown on Record of Survey No. 5982.

FOX Land Surveys, Inc.
Timothy J. Fox, President, PLS 7612

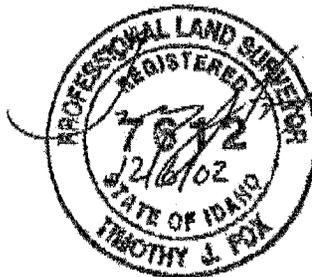


Exhibit 'A'

Recording Requested By and
When Recorded Return to:

City Clerk
City of Kuna
P.O. Box 13
Kuna, Idaho 83634

ADA COUNTY RECORDER J. DAVID NAVARRO
BOISE IDAHO 12/22/03 01:45 PM
DEPUTY Joanne Hooper
RECORDED - REQUEST OF
CITY OF KUNA
AMOUNT .00

8



For Recording Purposes Do
Not Write Above This Line

DEVELOPMENT AGREEMENT

This Development Agreement entered into by and between the City of Kuna, a municipal corporation in the State of Idaho, hereinafter referred to as "City", and Crest Venture Corporation, Inc., whose address is 6586 Battlecreek Road S.E., Salem, Oregon 97301, the owner of the real property described herein and applicant(s) for Laketown Subdivision (aka Water's Edge), hereafter referred to as "Developer".

WHEREAS, the Developer has applied to the City for a zone change to R-6 with Planned Unit Development of the property described as attached hereto and incorporated by reference herein on Exhibit 1 ("Property") to develop a Residential Subdivision. The Property is currently zoned RUT. The Developer has also applied for a subdivision plat for the same property. The Preliminary Plat as approved by the City Council is attached hereto as Exhibit 2.

WHEREAS, the City, pursuant to Section 67-6511A, Idaho Code, has the authority to conditionally rezone the property and to enter into a development agreement for the purpose of allowing, by agreement, a specific development to proceed in a specific area and for a specific purpose or use which is appropriate in the area, but for which all allowed uses for the requested zoning may not be appropriate pursuant to the Idaho Code and the Kuna City Code.

WHEREFORE, the City of Kuna and the Developer do enter into this Agreement and for and in consideration of the mutual covenants, duties and obligations herein set forth, it is agreed as follows:

**ARTICLE I
LEGAL AUTHORITY**

1.1 This Development Agreement is made pursuant to and in accordance with the provisions of Idaho Code Section 67-6511A and Kuna City Code, Title 5, Chapter 14.

ARTICLE II ZONING ORDINANCE AMENDMENT

2.1 The City will adopt an ordinance amending the Kuna Zoning Ordinance to rezone the property to R-6 with PUD. The Ordinance will become effective after its passage, approval, and publication and the execution and recordation of this Development Agreement.

ARTICLE III CONDITIONS ON DEVELOPMENT

3.1 The sole uses(s) allowed and restrictions pursuant to this conditional rezone as reflected in this Agreement are as follows:

3.1.1 Those conditions set forth in the "Conditions of Approval, Water's Edge" approved by the City Council on November 10, 2003, attached as Exhibit 3 and incorporated herein

3.2 No change in the use or restriction specified in this Agreement shall be allowed or changed without modification of this Agreement pursuant to the requirements of the Kuna City Code. In the event Developer changes or expands the use permitted by this Agreement or fails to comply with the restrictions without formal modification of this Agreement as allowed by the Kuna City Code, Developer shall be in default of this Agreement.

3.3 **Conditions, Bonding for Completion:** All of the conditions set forth herein shall be complied with or shall be bonded for completion by the Developer before a Final Plat Approval or Occupancy permit will be granted. Failure to comply or bond for completion of the conditions within the time frame established in the subdivision plat approval conditions, the Kuna City Code or the terms of this Agreement shall result in a default of this Agreement by the Developer. The Developer may be allowed to bond for certain conditions at one hundred and ten percent (110%) of the estimated cost of completion pursuant to Kuna City Code.

3.4 **Commencement of Construction:** The Developer shall commence construction of site infrastructure (e.g., grading of streets or installation of utilities) within 365 days of the effective date of this Agreement or within 365 days of the completion of the Hubbard lift station, whichever is later. In the event the Developer fails to commence construction within the time periods herein stated, the Developer shall be in default of this Agreement.

ARTICLE IV AFFIDAVIT OF PROPERTY OWNERS

4.1 An affidavit of all owners of the Property agreeing to submit the Property to this Development Agreement and to the provisions set forth in Idaho Code Section 67-6511A and Kuna City Code shall be provided and is incorporated herein by reference.

ARTICLE V DEFAULT

5.1 In the event the Developer, her/his heirs or assigns or subsequent owners of the property or any other person acquiring an interest in the property, fail to faithfully comply with all of the terms and conditions included in the Agreement, this Agreement may be modified or terminated by the Kuna City Council upon compliance with the requirements of Kuna City Code. In the event the City Council determines that this Agreement shall be modified, the terms of this Agreement shall be amended and the Developer shall comply with the amended terms. Failure to comply with the amended terms shall result in default. In the event the City Council, after compliance with the requirements of the Kuna City Code, determines that this Agreement shall be terminated, the zoning of the property shall revert to RUT Zoning. All uses of property, which are not consistent with RUT Zoning, shall cease. Nothing herein shall prevent the Developer from applying for any nature of use permit consistent with RUT zoning. A waiver by the City of Kuna for any default by the Developer of any one or more of the covenants or conditions hereof shall apply solely to the breach and breaches waived and shall not bar any other rights or remedies of the City or apply to any subsequent breach of any such or other covenants and conditions.

5.2 **Consent to Rezone:** The Developer, by entering into the Development Agreement, does hereby agree that in the event there shall be a default in the terms and conditions of this Agreement that this Agreement shall serve as consent to a reversion of the subject property to RUT zoning as provided in Idaho Code.

ARTICLE VI UNENFORCEABLE PROVISIONS

6.1 If any term, provision, commitment or restriction of this Development Agreement or the application thereof to any party or circumstances shall, to any extent be held invalid or unenforceable, the remainder of this instrument shall remain in full force and effect.

ARTICLE VII ASSIGNMENT AND TRANSFER

7.1 After its execution, the Development Agreement shall be recorded in the office of the County Recorder at the expense of the Applicant. Each commitment and

restriction on the development subject to this Agreement, shall be a burden on the Property, shall be appurtenant to and for the benefit of the Property, adjacent property and other residential property near the Property and shall run with the land. This Development Agreement shall be binding on the City and the Applicant and owners, and their respective heirs, administrators, executors, agents, legal representatives, successors and assigns; provided, however, that if all or any portion of the Property is divided and each owner of a legal lot shall only be responsible for duties and obligations associated with an owner's parcel and shall not be responsible for duties and obligations or defaults as to other parcels of lots within the Property. The new owner of the Property or any portion thereof (including, without limitation, any owner who acquires its interest by foreclosure, trustee's sale or otherwise) shall be liable for all commitments and other obligations arising under this Agreement with respect only to such owner's lot or parcel. Developer may assign this agreement to another entity for purposes of development without the approval of the City.

ARTICLE VII GENERAL MATTERS

8.1 Amendments. Any alteration or change to this Development Agreement shall be made only after complying with the notice and hearing provisions of Idaho Code Section 67-6509, as required by Kuna City Code, Title 5, Chapter 14.

8.2 Paragraph Headings. This Development Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. Titles and captions are for convenience only and shall not constitute a portion of this Development Agreement. As used in this Development 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.

8.3 Choice of Law. This Development Agreement shall be construed in accordance with the laws of the State of Idaho in effect at the time of the execution of this Development Agreement. Any action brought in connection with this Development Agreement shall be brought in a court of competent jurisdiction located in Ada County, Idaho.

8.4 Notices. Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below.

Kuna: City Clerk
City of Kuna
P.O Box 13
Kuna, Idaho 83634

Developer: Mr. Steven Ribeiro
Crest Venture Corporation, Inc.
6586 Battlecreek Road S.E.
Salem, OR 97301

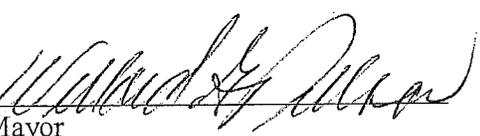
or such other address and to such other persons as the parties may hereafter designate in writing to the other parties. Any such notice shall be deemed given upon delivery if by personal delivery, upon deposit in the United States mail, if sent by mail pursuant to the foregoing.

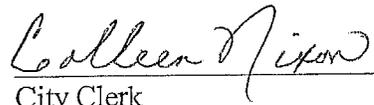
8.5 Effective Date. This Development Agreement shall be effective after delivery to each of the parties hereto of a fully executed copy of the Development Agreement.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed, on the day and year first above written.

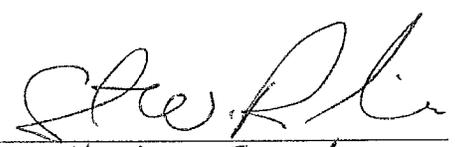
Dated this 3RD day of December, 2003.

CITY OF KUNA

By: 
Mayor

ATTEST:

City Clerk

CREST VENTURE CORPORATION, INC.

By: 
Its: Authorized Signatory

STATE OF IDAHO)
)ss.
County of Ada)

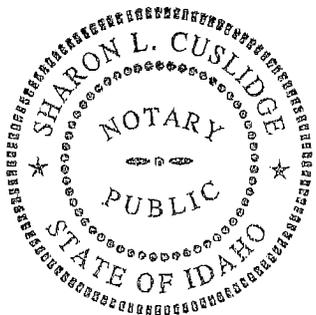
On this 3rd day of Dec., in the year 2003, before me, Colleen Nixon personally appeared Willard G. Nelson, known to me to be the Mayor of the City of Kuna that executed the said instrument, and acknowledged to me that he/she executed the same.



Colleen Nixon
Notary Public for Idaho
Residing at: Kuna, Idaho
My Commission expires: 7-22-04

STATE OF IDAHO)
)ss.
County of Ada)

On this 3rd day of December, in the year 2003, before me, Sharon Cuslidge personally appeared Steven Ribeiro, known to me to be the authorized signatory of the corporation (crest venture) that executed the said instrument, and acknowledged to me that he/she executed the same.



Sharon L. Cuslidge
Notary Public for Idaho
Residing at: Boise, Ada county
My Commission expires: 1/27/07

Recording Requested By and
When Recorded Return to:

Exhibit A

City Clerk
City of Kuna
P.O. Box 13
Kuna, Id 83634

For Recording Purposes Do
Not Write Above This Line

DEVELOPMENT AGREEMENT- AMENDMENT

This Amendment to Development Agreement amends *Section 3.1.1. and Section 3.4 of Article III* pertaining to Conditions of Development and Commencement of Construction; and *Section 8.4 of Article VIII* pertaining to Notice, that was recorded at the Ada County, Idaho Recorder's Office on December 22, 2003, as **Instrument No. 103209053** against the property known as the Water's Edge Subdivision, which legal description is attached hereto as EXHIBIT A; and is made and entered into by and between the City of Kuna, Idaho, a political subdivision of the State of Idaho (City) and the property owner, DBTV Water's Edge Farm LLC, (Developer).

WHEREAS, the Development Agreement provided that construction was to commence within 365 days of the effective date of Development Agreement or by December 3, 2004. No construction has commenced. The property remains undeveloped. The annexation of the Subdivision and the Development Agreement provided that the property would be zoned R-6. This zoning designation remains appropriate; and

WHEREAS, the original developer of the Water's Edge Subdivision, no longer owns the property; it has been sold and it is now owned by Developer; and

WHEREAS, market conditions have changed and Developer plans on submitting an amended Preliminary Plat to the City of Kuna, Idaho that will have a significantly different layout from the Water's Edge Preliminary Plat; and

WHEREAS, the City and the Developer do enter into this Agreement and for and in consideration of the mutual covenants, duties and obligations herein set forth, it is agreed as follows:

ARTICLE III CONDITIONS ON DEVELOPMENT

3.1 The development conditions pursuant to in this Agreement are as follows:

- 3.1.1 Developer shall cooperate with the City Engineer to locate and construct, to the City's specifications, an irrigation pond and 2,400 gal/minute pump station within the Water's Edge property. Upon completion, the Developer shall enter into a reimbursement agreement consistent with adopted City policy for the cost of construction of the irrigation pond and pump station. Developer shall not be entitled to reimbursement for the value of the land dedicated to the City for the irrigation pond and pump house.

3.4 Commencement of Construction: Developer shall commence construction within a timely manner based upon market conditions.

**ARTICLE VIII
GENERAL MATTERS**

8.4 **Notice.** Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same by registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below.

Kuna: City Clerk
City of Kuna
P.O. Box 13
Kuna, Idaho 83634

Developer: DBTV Water's Edge Farm LLC
6152 W. Half Moon Lane
Eagle, Id, 83616

or such other address and to such other persons as the parties may hereafter designate in writing to the other parties. Any such notice shall be deemed given upon delivery if by personal delivery, upon deposit in the United States mail, if sent by mail pursuant to the foregoing.

8.5 **Effective Date.** This Development Agreement- Amendment shall be effective after delivery to each of the parties hereto of a fully executed copy of the Development Agreement- Amendment.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed, on the day and year first above written.

Dated this _____ day of April 2014.

CITY OF KUNA

By: _____
W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

DBTV Arroyo Indio Farm, LLC

By: _____

Tim Eck
Its: Manager

STATE OF IDAHO)
)ss.
County of Ada)

On this ____ day of _____, 2014, before me, the undersigned, a notary Public in and for the State of Idaho, personally appeared Tim Eck, manager of DBTV Water's Edge Farm LLC, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that he executed the same.

Notary Public for Idaho
Residing at: _____
My Commission expires: _____

Kuna Crime Rate (Group A NIBRS Crimes)



Number of incidents and clearance rates for 2005-2013 is from our Records Management System. Crime rates are calculated with COMPASS population estimates.

Person Crimes:

Assault, Homicide, Kidnapping/Abduction, Forcible and Non-forcible Sex Offenses

Property Crimes:

Arson, Bribery, Burglary, Counterfeiting/ Forgery, Destruction/Damage/ Vandalism, Embezzlement, Extortion/ Blackmail, Fraud Offenses, Larceny/Theft Offenses, Motor Vehicle Theft, Robbery, Stolen Property Offenses

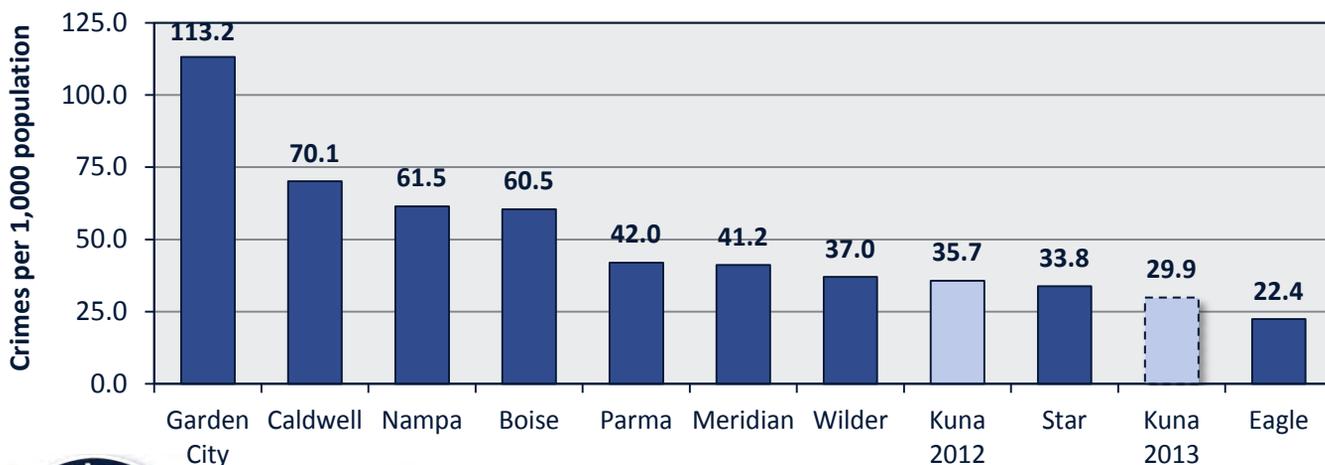
Society Crimes:

Drug/Narcotic Offenses, Gambling, Pornography/Obscene Material, Prostitution, Weapon Law Violations

	2005	2006	2007	2008	2009	2010	2011	2012	2013	Idaho 2012*
Group A Crimes	486	439	654	454	476	520	450	558	477	81,147
Person	134	140	203	132	184	190	169	185	181	17,523
Property	274	274	362	228	223	232	209	283	209	47,446
Society	78	78	89	94	69	98	72	90	87	16,178
Clearance Rates	54%	42%	48%	58%	54%	60%	62%	60%	50%	46%
Person	75%	60%	66%	78%	67%	73%	77%	78%	62%	72%
Property	31%	28%	28%	33%	31%	33%	38%	38%	22%	23%
Society	97%	95%	92%	90%	99%	97%	99%	93%	92%	87%

Clearance data for 2013 queried 04/03/14

2012 Treasure Valley Crime Rates*



*Crime in Idaho 2012, Uniform Crime Reporting Section, Idaho State Police available at <http://www.isp.idaho.gov/BCI/ucr/crimeinidaho2012.html>



Dispatch to On-Scene Response Time for Code 3 CFS



	2005	2006	2007	2008	2009	2010	2011	2012	2013
Calls for Service	2,334	2,552	2,828	2,759	2,882	2,933	3,051	3,382	3,188
Total response time	8:19	7:05	7:31	6:41	6:18	6:30	7:01	6:19	6:22
Code 3 calls	63	77	87	71	62	44	55	59	65
Proactive Policing	3,781	4,012	5,837	7,725	7,949	7,998	7,951	9,199	9,149
Traffic stops	1,951	1,820	2,412	3,033	3,119	3,027	2,681	2,765	2,396
Security checks	149	356	855	2,021	2,606	2,813	2,925	3,635	3,599
Arrests	420	246	693	474	485	468	447	433	338
DUI	62	26	81	91	96	114	76	63	38
Traffic Crashes	70	70	64	56	72	64	58	60	89
Fatal	0	0	1	0	1	0	0	1	0
Personal Injury	29	26	18	15	27	18	14	14	24
Property Damage	41	44	45	41	44	46	44	45	65

Citizen Calls for Service



Proactive Policing Contacts

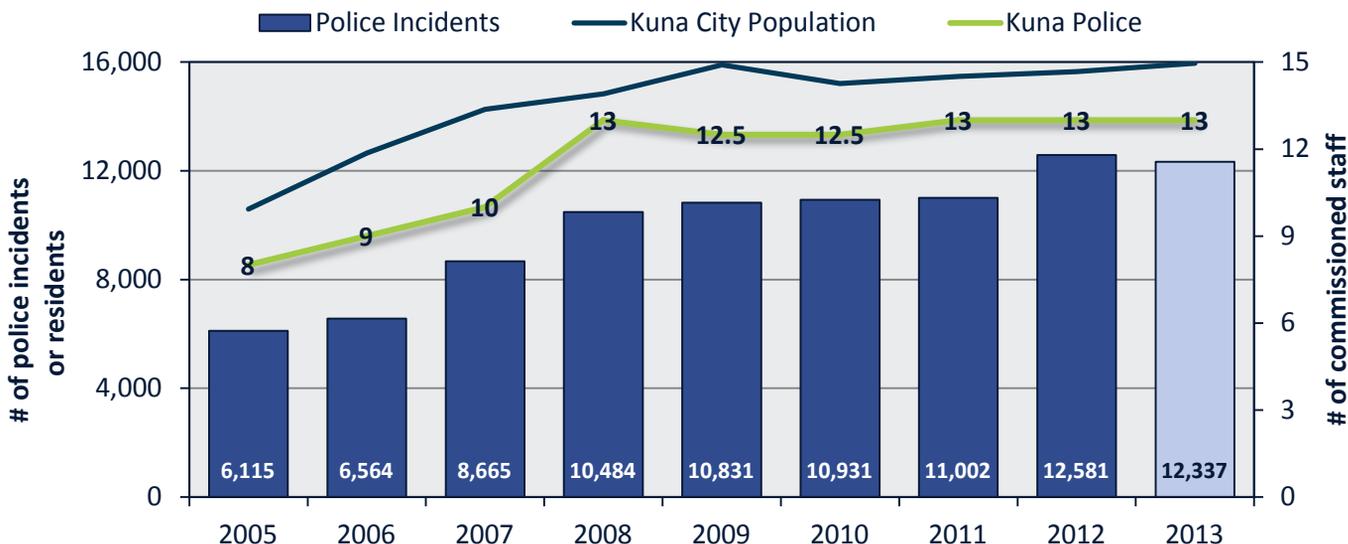


2013
CFS per officer
 Kuna City Police = 245
 City of Eagle Police = 329
 City of Star Police = 296
 Boise, Garden City & Meridian
 Police in 2012 = 200-230*

2013
Annual Police Cost
 Kuna City = \$89/resident
 Treasure Valley[§] average \$215
Officers per 1000
 Kuna City = 0.8 vs. Idaho = 1.7

	2005	2006	2007	2008	2009	2010	2011	2012	2013
Police Budget (FY)	\$595,000	\$733,488	\$889,825	\$1,283,231	\$1,279,304	\$1,239,986	\$1,248,552	\$1,278,332	\$1,421,309
Population [†]	10,587	12,647	14,261	14,830	15,900	15,210	15,470	15,650	15,960
Cost/resident/yr	\$56	\$58	\$62	\$87	\$80	\$82	\$81	\$82	\$89
# commissioned [‡]	8	9	10	13	12.5	12.5	13	13	13
Officers per 1000	0.8	0.7	0.7	0.9	0.8	0.8	0.8	0.8	0.8

Kuna City Population, Police Activity and Commissioned Staff



*Calculated using the number of sworn employees reported in *Crime in Idaho 2012* at <http://www.isp.idaho.gov/BCI/ucr/crimeinidaho2012.html>

[§] Includes Boise, Garden City, Nampa, Caldwell and Meridian

[†]COMPASS - http://www.compassidaho.org/documents/prodserv/demo/CityPop1990_2013.pdf

[‡]Based on April organizational chart



RESOLUTION NO. R24-2014

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE AMENDMENT TO DEVELOPMENT AGREEMENT- AMENDING THE DEVELOPMENT AGREEMENT FOR THE PROPERTY KNOWN AS WATER'S EDGE SUBDIVISION AND NOW OWNED BY DBTV WATER'S EDGE FARM, LLC.

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 Amendment to Development Agreement- amending the Development Agreement for the property known as Water's Edge Subdivision, as attached in Exhibit A.

PASSED BY THE COUNCIL of Kuna, Idaho this 15th day of April 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 15th day of April 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

Recording Requested By and
When Recorded Return to:

City Clerk
City of Kuna
P.O. Box 13
Kuna, Id 83634

For Recording Purposes Do
Not Write Above This Line

DEVELOPMENT AGREEMENT- AMENDMENT

This Amendment to Development Agreement amends *Section 3.1.1. and Section 3.4 of Article III* pertaining to Conditions of Development and Commencement of Construction; and *Section 8.4 of Article VIII* pertaining to Notice, that was recorded at the Ada County, Idaho Recorder's Office on December 22, 2003, as **Instrument No. 103209053** against the property known as the Water's Edge Subdivision, which legal description is attached hereto as EXHIBIT A; and is made and entered into by and between the City of Kuna, Idaho, a political subdivision of the State of Idaho (City) and the property owner, DBTV Water's Edge Farm LLC, (Developer).

WHEREAS, the Development Agreement provided that construction was to commence within 365 days of the effective date of Development Agreement or by December 3, 2004. No construction has commenced. The property remains undeveloped. The annexation of the Subdivision and the Development Agreement provided that the property would be zoned R-6. This zoning designation remains appropriate; and

WHEREAS, the original developer of the Water's Edge Subdivision, no longer owns the property; it has been sold and it is now owned by Developer; and

WHEREAS, market conditions have changed and Developer plans on submitting an amended Preliminary Plat to the City of Kuna, Idaho that will have a significantly different layout from the Water's Edge Preliminary Plat; and

WHEREAS, the City and the Developer do enter into this Agreement and for and in consideration of the mutual covenants, duties and obligations herein set forth, it is agreed as follows:

ARTICLE III CONDITIONS ON DEVELOPMENT

3.1 The development conditions pursuant to in this Agreement are as follows:

- 3.1.1 Developer shall cooperate with the City Engineer to locate and construct, to the City's specifications, an irrigation pond and 2,400 gal/minute pump station within the Water's Edge property. Upon completion, the Developer shall enter into a reimbursement agreement consistent with adopted City policy for the cost of construction of the irrigation pond and pump station. Developer shall not be entitled to reimbursement for the value of the land dedicated to the City for the irrigation pond and pump house.

3.4 Commencement of Construction: Developer shall commence construction within a timely manner based upon market conditions.

**ARTICLE VIII
GENERAL MATTERS**

8.4 **Notice.** Any notice which a party may desire to give to another party must be in writing and may be given by personal delivery, by mailing the same be registered or certified mail, return receipt requested postage prepaid, or by Federal Express or other reputable overnight delivery service, to the party to whom the notice is directed at the address of such party set forth below.

Kuna: City Clerk
City of Kuna
P.O. Box 13
Kuna, Idaho 83634

Developer: DBTV Water's Edge Farm LLC
6152 W. Half Moon Lane
Eagle, Id, 83616

or such other address and to such other persons as the parties may hereafter designate in writing to the other parties. Any such notice shall be deemed given upon delivery if by personal delivery, upon deposit in the United States mail, if sent by mail pursuant to the foregoing.

8.5 **Effective Date.** This Development Agreement- Amendment shall be effective after delivery to each of the parties hereto of a fully executed copy of the Development Agreement- Amendment.

IN WITNESS WHEREOF, the parties have hereunto caused this Agreement to be executed, on the day and year first above written.

Dated this _____ day of April 2014.

CITY OF KUNA

By: _____
W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

RESOLUTION NO. R25-2014

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE CITY CLERK TO EXECUTE THE RELEASE OF DEVELOPMENT AGREEMENT RELEASING THE DEVELOPMENT AGREEMENT FROM THE PROPERTY ONCE OWNED BY THE CITY OF KUNA, IDAHO CONSISTING OF APPROXIMATELY 107 ACRES AND NOW OWNED BY DBTV WATERS EDGE FARM, LLC.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the City Clerk is hereby authorized to execute the Release of Development releasing the Development Agreement from the property once owned by the city of Kuna, Idaho consisting of approximately 107 acres and now owned by DBTV Waters Edge Farm, LLC, as attached in Exhibit A.

PASSED BY THE COUNCIL of Kuna, Idaho this 15th day of April 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 15th day of April 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

Notice of Release of Development Agreement

IN ACKNOWLEDGEMENT of the action of the City Council for the City of Kuna, Idaho on April 1, 2014, and after notice and public hearing, 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 against the Real Property as Instrument Number 109131870.

Grantor: **Kuna City**

City of Kuna
By: City Clerk

Date

State of Idaho

County of Ada

On this ____ day of _____, 2014, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared, Brenda S. Bingham known to me to be the City Clerk of the City of Kuna, Idaho, as the person who executed the instrument on behalf of said entity, and acknowledged to me that such city executed the same.

Notary Public
Residing at: Ada County
My Commission Expires:

SEAL

RESOLUTION NO. R26-2014

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE CITY CLERK TO EXECUTE THE RELEASE OF DEVELOPMENT AGREEMENT RELEASING THE DEVELOPMENT AGREEMENT FROM THE PROPERTY ONCE KNOWN AS GREATER DANSKIN DEVELOPMENT AND ALSO APPLEWOOD SUBDIVISION AND NOW OWNED BY DBTV APPLEWOOD FARM, LLC, DB DEVELOPMENT LLC AND THE KUNA SCHOOL DISTRICT.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the City Clerk is hereby authorized to execute the Release of Development Agreement releasing the Development Agreement from the property once known as Greater Danskin Development and also Applewood Subdivision, and owned by DBTV Applewood Farm, LLC, DB Development, LLC and the Kuna School District, as attached in Exhibit A.

PASSED BY THE COUNCIL of Kuna, Idaho this 15th day of April 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 15th day of April 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

Notice of Release of Development Agreement

IN ACKNOWLEDGEMENT of the action of the City Council for the City of Kuna, Idaho on April 1, 2014, and after notice and public hearing, 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 against the Real Property as Instrument Number 106113969.

Grantor: **Kuna City**

City of Kuna
By: City Clerk

Date

State of Idaho

County of Ada

On this ____ day of _____, 2014, before me the undersigned, a Notary Public in and for the State of Idaho, personally appeared, Brenda S. Bingham known to me to be the City Clerk of the City of Kuna, Idaho, as the person who executed the instrument on behalf of said entity, and acknowledged to me that such city executed the same.

Notary Public
Residing at: Ada County
My Commission Expires:

SEAL



CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
www.cityofkuna.com

GORDON N. LAW
 CITY ENGINEER

Telephone (208) 287-1727; Fax (208) 287-1731
 Email: gordon@cityofkuna.com

MEMORANDUM

TO: Mayor Nelson and Members of City Council

FROM: Gordon N. Law
 Kuna City Engineer

RE: Profile Ridge / Merrell Family Center Subdivision (Ridleys)
 Letter of Credit Review

DATE: April 3, 2014

The developer of Merrell Family Center Subdivision has completed most construction except four items noted below. The developers have accordingly requested permission to provide a financial guarantee for the unfinished work – which is allowed in City Code providing certain conditions are met – so that the plat can be recorded. Following is a review of the status of compliance conditions:

1. Completion of items which are not permitted to be secured by financial guarantee:
 - a. Water Facilities – constructed, tested, disinfected and operational.
 - b. Sewer Facilities – constructed, tested, CCTV and operational.
 - c. Irrigation Facilities – constructed, tested and operational.
 - d. Annexation To KMID requested – Completed.
 - e. Fire Hydrants – Completed.
 - f. All-weather Street Surface – Completed.
 - g. Curb, Gutter and Sidewalk – **Completed but ITD has objected to the profile of the finished curb and gutter. Defer to ITD.**
 - h. Street Name Signage – **Defer to ACHD and ITD.**
 - i. Dedication of Water Rights – Not applicable.
 - j. Perimeter Fencing – Not applicable.

2. Items to be secured by financial guarantee:
 - a. Off-site Bicycle/Pedestrian Pathway – Bid provided April 3, 2014 by Curt Faus Corp amounting to \$133,964.65 (quote valid and no expiry noted).
 - b. Curb & Gutter on Hwy 69 – **Clearance needed from ITD.**
 - c. Street Name Signage - **Clearance needed from ITD and ACHD.**
 - d. Record Drawings – **The drawings must be provided or the cost of preparing them included in the financial guarantee.**

3. Exceptions to City Code

- a. None noted.

4. Financial Instrument Amount

- a. Off-site Pathway - $\$133,965 \times 1.10 = \underline{\$147,362}$. This amount assumes the submitted bid does not expire. A higher multiplier (1.55) is provided in City Code and recommended if the bid does not survive the security period.
- b. Curb & Gutter – Not a part.
- c. Street Name Signage – Not a part.
- d. Record Drawings – Presumed to be completed before platting.

The face amount of the security totals **\$147,362**.

5. Form of Financial Guarantee

It is the understanding of staff the developer proposes to provide a cash backed, irrevocable standby letter of credit. City Code specifies the letter of credit be drawn on a FDIC or FSLIC insured financial institution, be claimable up to 30 days prior to expiry and not exceed one year in length. Staff strongly suggests the institution has a local office (within 50 miles of Kuna) to allow convenient presentment.

No more than 50% of available permits can be claimed during the life of the letter of credit, and if the pledged improvements are not completed within 120 days of plat recordation, no further permits can be issued.

RECOMMENDATION

Attached is a resolution for consideration approving the amount and form of the financial guarantee.

RESOLUTION NO. R27-2014

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE KUNA CITY ENGINEER TO ACCEPT AN IRREVOCABLE LETTER OF CREDIT IN LIEU OF CONSTRUCTION FOR THE MERRELL FAMILY CENTER SUBDIVISION UNDER CERTAIN TERMS AND CONDITIONS SO THE FINAL PLAT MAY BE RECORDED PRIOR TO COMPLETION OF CONSTRUCTION.

Whereas Merrell Family Center Subdivision exists as part of an approved preliminary plat of the City of Kuna, Idaho; and

Whereas construction plans for Merrell Family Center Subdivision were approved by the Kuna City Engineer April 26, 2013; and

Whereas construction was commenced but not completed per approved plans prior to recording of the Final Plat; and

Whereas developer desires to record the final plat for Merrell Family Center Subdivision 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 before 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 an Irrevocable Letter of Credit in lieu of construction for Merrell Family Center Subdivision under the following terms and conditions:

1. Record drawings for completed public works construction are either provided to the City Engineer by the developer and approved before the Letter of Credit is accepted by the City Engineer or the cost of providing them included in the Letter of Credit;
2. Curb, gutter and seepage beds are either completed by the developer in conformance with approved plans and accepted by Idaho Transportation Department before the Letter of Credit is accepted by the City Engineer or the completion secured in a manner acceptable to Idaho Transportation Department;
3. Street name signage is either completed and installed by the developer in conformance with approved plans and accepted by Ada County Highway District before the Letter of Credit is accepted by the City Engineer or the completion secured in a manner acceptable to Ada County Highway District and Idaho Transportation Department;
4. The off-site bicycle and pedestrian pathway is either completed and installed by the developer in conformance with approved plans and accepted by the City of Kuna before the Letter of Credit is accepted by the City Engineer or included in the Letter of Credit;

5. All bids amounts submitted for unfinished construction are valid for the life of the Letter of Credit;
6. The Letter of Credit 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 Letter of Credit is claimable up to 30 days prior to expiry and expiry is not more than one year from the date of issuance;
7. The face amount of the Letter of Credit is at least one hundred forty-seven thousand three hundred sixty-two dollars (\$147,362.00);
8. No more than fifty percent of available permits can be claimed during the life of the Letter of Credit and if improvements are not completed within 120 days of issuance of the Letter of Credit, no further building permits can be issued;

PASSED BY THE COUNCIL of Kuna, Idaho this 15th day of April 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 15th day of April 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

RESOLUTION NO. R28-2014

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE INTERAGENCY AGREEMENT FOR: ROADWAY CONSTRUCTION/DRAINAGE BASIN CONSTRUCTION AVALON SHORTLINE STREET/BRIDGE ACHD PROJECT NO. 814011.001.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Mayor is hereby authorized to execute the Interagency Agreement for: Roadway Construction/Drainage Basin Construction Avalon, Shortline/Bridge ACHD Project 814011.001; which is attached hereto, and made a part hereof, as if set forth in full.

PASSED BY THE COUNCIL of Kuna, Idaho this 15th day of April 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 15th day of April 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

INTERAGENCY AGREEMENT FOR:
ROADWAY CONSTRUCTION/DRAINAGE BASIN CONSTRUCTION
AVALON, SHORTLINE/BRIDGE
ACHD PROJECT NO. 814011.001

THIS INTERAGENCY AGREEMENT FOR ROADWAY CONSTRUCTION/DRAINAGE BASIN CONSTRUCTION ("Agreement") is made and entered into this _____ day of _____, 2014, by and between the ADA COUNTY HIGHWAY DISTRICT, a highway district organized under the laws of the State of Idaho ("DISTRICT" or "ACHD"), and the CITY OF KUNA, a municipal corporation organized under the laws of the State of Idaho ("KUNA"), regarding ACHD Project Number 814011.001.

RECITALS

WHEREAS, ACHD is a single county-wide highway district, a public entity, organized and existing pursuant to Idaho Code Title 40, Chapter 14, as amended and supplemented, with the exclusive jurisdiction and authority to maintain, improve, regulate and operate public rights-of-way in Ada County;

WHEREAS, KUNA is a municipal corporation organized and operating pursuant to Idaho Code Title 50, as amended and supplemented with jurisdiction, authority and police power to regulate and control municipal activities within its boundaries;

WHEREAS, Idaho Code § 67-2332 provides that one or more public agencies may contract with any one or more other public agencies to perform any governmental service, activity or undertaking which each public agency entering into the contract is authorized by law to perform, provided that such contract is authorized by the governing body of each party and that such contract shall set forth fully the purposes, powers, rights, objectives and responsibilities of the contracting parties;

WHEREAS, DISTRICT and KUNA desire to undertake a joint effort to share the tasks and costs of improving Avalon Street between School Street and Indian Creek Bridge and improving Bridge Avenue from Indian Creek Bridge to Main Street ("Project Boundaries");

WHEREAS, within the Project Boundaries, DISTRICT desires to install extruded curb and an asphalt pathway on the north side of Avalon Street and on the west and east sides of Bridge Avenue, install a Rapid Rectangular Flashing Beacon at the greenbelt pathway pedestrian crossing north of Indian Creek Bridge, and install a stormwater drainage basin on a parcel south of Indian Creek that is owned by KUNA (collectively, "DISTRICT Improvements"), as detailed in Project Number 814011.001, constructed pursuant to a separately-executed agreement between DISTRICT and the selected contractor ("Contract"); and

WHEREAS, KUNA desires to install and maintain decorative panels on Indian Creek Bridge and maintain landscaping in DISTRICT's stormwater drainage basin and in the traffic island between Avalon Street and Bridge Avenue (collectively, "KUNA Improvements").

NOW, THEREFORE, in consideration of the foregoing premises, mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. DISTRICT SHALL:

- a. Be the party responsible for soliciting, receiving and opening of bids and for executing and administering the Contract for the DISTRICT Improvements referenced herein;
- b. Upon completion of the DISTRICT Improvements, issue a temporary license agreement authorizing the installation and maintenance of the KUNA Improvements in substantially the form of Exhibit 1 attached hereto and by reference incorporated herein.

2. KUNA SHALL:

- a. Upon execution of this Agreement, issue a perpetual easement in favor of ACHD in substantially the form of Exhibit 2 attached hereto and by reference incorporated herein;
- b. Be the party responsible for installing and maintaining the KUNA Improvements pursuant to the terms of this Agreement, the temporary license agreement issued by ACHD and the perpetual easement issued by KUNA in favor of ACHD.

3. THE PARTIES HERETO FURTHER AGREE THAT:

- a. In accordance with Idaho Code § 67-2332, the purposes, powers, rights and objectives of each of the parties are as set forth in the Recitals above. Each of the Recitals above is incorporated into the body of this Agreement.
- b. This Agreement may not be enlarged, modified, amended or altered except in writing signed by both of the parties hereto.
- c. All signatories to this Agreement represent and warrant that they have the power to execute this Agreement and to bind the agency they represent to the terms of this Agreement.
- d. Should either party to this Agreement be required to commence legal action against the other to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs incurred in said action.
- e. Any action at law, suit in equity, arbitration or judicial proceeding for the enforcement of this Agreement shall be instituted only in the courts of the State of Idaho, County of Ada.
- f. This Agreement shall be binding upon and inure to the benefit of the personal representatives, heirs and assigns of the respective parties hereto.

- g. Nothing in this Agreement shall be construed to be an indebtedness or liability in violation of Article VIII, Section 3 of the Idaho Constitution.
- h. The validity, meaning and effect of this Agreement shall be determined in accordance with the laws of the State of Idaho.
- i. This Agreement and the exhibits hereto constitute the full and entire understanding and agreement between the parties with regard to the transaction contemplated herein, and no party shall be liable or bound to the other in any manner by any representations, warranties, covenants or agreements except as specifically set forth herein.
- j. The promises, covenants, conditions and agreements herein contained shall be binding on each of the parties hereto and on all parties and all persons claiming under them or any of them; and the rights and obligations hereof shall inure to the benefit of each of the parties hereto and their respective successors and assigns.
- k. If any part of this Agreement is held to be illegal or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall be given effect to the fullest extent reasonably possible.
- l. The failure of a party to insist on the strict performance of any provision of this Agreement or to exercise any right or remedy upon a breach hereof shall not constitute a waiver of any provision of this Agreement or limit such party's right to enforce any provision or exercise any right. No acknowledgments required hereunder, and no modification or waiver of any provision of this Agreement or consent to departure therefrom, shall be effective unless in writing and signed by DISTRICT and KUNA.
- m. The headings used in this Agreement are used for convenience only and are not to be considered in construing or interpreting this Agreement.
- n. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but both of which together shall constitute one and the same.
- o. The parties hereto agree that nothing herein contained shall be construed to create a joint venture, partnership or other similar relationship which might subject any party to liability for the debts and/or obligations of the others, except as otherwise expressly agreed in this Agreement.
- p. This Agreement is not intended to create, nor shall it in any way be interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto.
- q. All parties have been represented by legal counsel, and no party shall be deemed to be the drafter of this Agreement for purposes of interpreting an ambiguity against the drafter.

- r. Time shall be of the essence for all events and obligations to be performed under this Agreement.

IN WITNESS HEREOF, the parties hereto have executed this Agreement on the day and year herein first written.

ADA COUNTY HIGHWAY DISTRICT	CITY OF KUNA
By:	By:
John S. Franden President, Board of Commissioners	W. Greg Nelson Mayor
ATTEST:	ATTEST:
By:	By:
Bruce S. Wong Director	Brenda S. Bingham City Clerk

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this _____ day of _____, 2014, before me, the undersigned, personally appeared JOHN S. FRANDEN and BRUCE S. WONG, President of the Board of Commissioners and Director respectively of the ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said body.

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

Notary Public for Idaho
Residing at _____, Idaho
My commission expires:

STATE OF IDAHO)
) ss.
COUNTY OF ADA)

On this _____ day of _____, 2014, before me, the undersigned, personally appeared W. GREG NELSON and BRENDA S. BINGHAM, Mayor and City Clerk respectively of the CITY OF KUNA, a municipal corporation, known to me to be the persons whose names are subscribed to the within instrument, and acknowledged to me that they executed the same for and on behalf of said corporation.

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

Notary Public for Idaho
Residing at _____, Idaho
My commission expires:

EXHIBITS

Exhibit 1 – Temporary License Agreement

Exhibit 2 – Perpetual Easement

RESOLUTION NO. R29-2014

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE TEMPORARY LICENSE AGREEMENT WITH ACHD, GRANTING THE CITY A LICENSE TO INSTALL, MAINTAIN, REPAIR AND REPLACE THE LANDSCAPING AND IRRIGATION AS IDENTIFIED IN THE AGREEMENT, AND TO INSTALL, MAINTAIN, REPAIR AND REPLACE THE DECORATIVE PANELS ON THE INTERIOR WALLS OF THE INDIAN CREEK BRIDGE.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Mayor is hereby authorized to execute the Temporary License Agreement with ACHD, granting the City a license to install, maintain, repair and replace the landscaping and irrigation system as identified in the agreement, and to install, maintain, repair, and replace the decorative panels on the interior walls of the Indian Creek bridge; which is attached hereto, and made a part hereof, as if set forth in full.

PASSED BY THE COUNCIL of Kuna, Idaho this 15th day of April 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 15th day of April 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

Property Management No. _____ - _____ - _____
 Street:
 T _____, R _____, S _____

TEMPORARY LICENSE AGREEMENT

THIS TEMPORARY LICENSE AGREEMENT (the "Agreement") is made and entered into this _____ day of _____, 2014 ("Effective Date"), by and between the ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the state of Idaho ("ACHD"), and the CITY OF KUNA, a municipal corporation of the state of Idaho ("KUNA").

WITNESSETH:

For good and valuable consideration, the receipt and sufficiency of which is acknowledged by the parties:

SECTION 1. RECITALS.

1.1 ACHD owns and has exclusive jurisdiction over the public right-of-way located in the City of Kuna, Idaho, more particularly described and/or depicted on Exhibit "A" attached hereto, as well as the public right-of-way located in the City of Kuna, Idaho commonly known as Indian Creek Bridge (collectively, the "Right-of-Way").

1.2 KUNA desires a license to use the Right-of-Way for the limited purposes hereinafter set forth, and, for the consideration and on the terms and conditions hereinafter set forth, ACHD is willing to extend such license to KUNA.

SECTION 2. LICENSE; LICENSE NOT EXCLUSIVE.

2.1 On the terms and conditions hereinafter set forth, ACHD hereby extends to KUNA a license on, over, across and under the Right-of-Way for the following uses and purposes ("Authorized Use") and no others:

- (1) ***Installation, maintenance, repair and replacement of landscaping and irrigation systems in the location identified on Exhibit "A" attached hereto.***
- (2) ***Installation, maintenance, repair and replacement of decorative panels on the interior walls of Indian Creek Bridge.***

2.2 This Agreement does not extend to KUNA the right to use the Right-of-Way to the exclusion of ACHD for any use within its jurisdiction, authority and discretion or of others to the extent authorized by law to use public right-of-way. If the Right-of-Way has been opened as a public Highway (as used in the Agreement, the term

“Highway” is as defined in *Idaho Code* § 40-109(5)), KUNA’s Authorized Use is subject to the rights of the public to use the Right-of-Way for Highway purposes. KUNA’s Authorized Use is also subject to the rights of holders of easements of record or obvious on inspection of the Right-of-Way and statutory rights of utilities to use the public right-of-way. This Agreement is not intended to, and shall not, preclude or impede the ability of ACHD to enter into other similar agreements in the future allowing third parties to also use its public rights-of-way, or the ability of ACHD to redesign, reconstruct, relocate, maintain and improve its public rights-of-way and Highways as authorized by law and as it determines, in its sole discretion, is appropriate.

SECTION 3. CONSTRUCTION, OR INSTALLATION OF IMPROVEMENTS. Any repairs or maintenance of the KUNA’s improvements currently located in the Right-of-Way or the installation or construction of improvements by KUNA in the Right-of-Way as permitted by the Authorized Use (the “Improvements”) shall be accomplished in accordance with designs, plans and specifications approved in advance and in writing by ACHD as required to satisfy applicable laws, its policies and good engineering practices. In approving such plans and specifications, ACHD assumes no responsibility for any deficiencies or inadequacies in the design or construction of the Improvements, and the responsibility therefor shall be and remain in KUNA.

SECTION 4. WAIVER AND ESTOPPEL STATEMENT BY KUNA. KUNA acknowledges and agrees that the license granted herein is temporary, non-transferable and merely a permissive use of the Right-of-Way pursuant to this Agreement. KUNA further acknowledges and agrees that it specifically assumes the risk that the license pursuant to this Agreement may be terminated before KUNA has realized the economic benefit of the cost of installing, constructing, repairing or maintaining the Improvements, and KUNA hereby waives and estops itself from asserting any claim that the license is in any way irrevocable because KUNA has expended funds on the Improvements and the Agreement has not been in effect for a period sufficient for KUNA to realize the economic benefit from such expenditures.

SECTION 5. TERM.

5.1 The term of this Agreement shall commence on the Effective Date, and shall continue until terminated by either party, with or without cause, which termination shall be effective following thirty (30) days’ advance written notice of termination given to the other party.

5.2 If KUNA defaults in the performance of any obligations incumbent upon it to perform hereunder, ACHD may terminate this Agreement and the rights extended to KUNA hereunder at any time, effective at the end of thirty (30) days following the date ACHD shall provide written notice of termination to KUNA, which notice shall specify such default(s). KUNA shall have such thirty (30) day period to correct and cure the specified defaults, and if so corrected and cured, to the satisfaction of ACHD, this Agreement shall not be terminated but shall continue in full force and effect.

SECTION 6. FEE. There is no fee for KUNA's Authorized Use of the Right-of-Way under this Agreement.

SECTION 7. MAINTENANCE; FAILURE TO MAINTAIN; RELOCATION OF UTILITIES.

7.1 At its sole cost and expense, KUNA shall maintain the Improvements in good condition and repair and as required to satisfy applicable laws, the policies of ACHD and sound engineering practices. KUNA shall have access over, across and under the Right-of-Way for the purposes of accomplishing such repair and maintenance.

7.2 If the Highway on and/or adjacent to the Right-of-Way is damaged as a result of:

- (i) the performance by KUNA of the maintenance required by section 7.1, or the failure or neglect to perform such maintenance; and/or
- (ii) KUNA's design, installation or use of the Improvements, regardless of cause;

at its sole cost and expense KUNA shall forthwith correct such deficiency and restore the Highway and the surface of the Right-of-Way to the same condition it was in prior thereto, and if KUNA shall fail or neglect to commence such correction and restoration within twenty-four (24) hours of notification thereof, ACHD may proceed to do so, in which event KUNA agrees to reimburse ACHD for the costs and expenses thereof, including, without limitation, reasonable compensation for the use of staff and equipment of ACHD.

7.3 Notwithstanding the provisions of section 7.2, should an emergency exist related to the KUNA's use of this license which threatens the stability or function of the Highway on or adjacent to the Right-of-Way or the safety of the public use thereof, ACHD shall have the right to immediately perform, on behalf of and at the cost of KUNA, necessary emergency repairs.

7.4 KUNA shall be responsible for the relocation of any existing utilities located on the Right-of-Way as may be required in connection with any construction or installation of Improvements by KUNA in the Right-of-Way.

SECTION 8. RELOCATION OF IMPROVEMENTS. If during the term of this Agreement ACHD requires, in its sole discretion, at any time, and from time to time, that the Highway on and/or adjacent to the Right-of-Way be widened and/or realigned, redesigned, improved and/or reconstructed, KUNA hereby accepts responsibility for all costs for relocating, modifying or otherwise adapting the Improvements to such realignment and/or relocation and/or reconstruction if required by ACHD, which shall be accomplished by KUNA according to designs, plans and specifications approved in advance by ACHD in writing; provided, KUNA may elect to terminate this Agreement in lieu of complying with this responsibility, and further provided ACHD gives KUNA

adequate written notice as necessary to allow KUNA to redesign, relocate, modify or adapt the Improvements to the realignment and/or relocation and/or reconstruction of the Highway and also licenses KUNA such additional area of its right-of-way, if any, as may be necessary for the proper operation of the Improvements.

SECTION 9. PERMIT. If the proposed construction and installation of the Improvements, or any reconstruction, relocation or maintenance thereof, requires KUNA to obtain a permit under ACHD policies, KUNA shall first obtain such permit from ACHD (Construction Services Division) before commencing such work, pay the required fees and otherwise comply with the conditions set forth therein.

SECTION 10. NO TITLE IN KUNA. KUNA shall have no right, title or interest in or to the Right-of-Way other than the right to temporarily use the same pursuant to the terms of this Agreement.

SECTION 11. NO COSTS TO ACHD. Any and all costs and expenses associated with KUNA's Authorized Use of the Right-of-Way, or any construction or installation of Improvements thereon, or the repair and maintenance thereof, or the relocation of Improvements or utilities thereon, or the restoration thereof at the termination of this Agreement, shall be at the sole cost and expense of KUNA.

SECTION 12. TAXES AND ASSESSMENTS. KUNA agrees to pay all special assessments and personal property taxes that may be levied and assessed on the Improvements during the term of this Agreement.

SECTION 13. RESTORATION ON TERMINATION. Upon termination of this Agreement, KUNA shall promptly remove all Improvements and restore the Right-of-Way to at least its present condition, less ordinary wear and tear. Should KUNA fail or neglect to promptly remove the Improvements and restore the Right-of-Way, ACHD may do so and assess KUNA for the costs thereof. Provided, ACHD and KUNA may agree in writing that some or all of such Improvements are to remain on the Right-of-Way following termination, and by entering into such an agreement KUNA thereby disclaims all right, title and interest in and to the same, and hereby grants such Improvements to ACHD, at no cost. Further provided, if the Authorized Use of the Right-of-Way under this Agreement is for landscaping in ACHD right-of-way and the irrigation and maintenance thereof, and the general purpose government with jurisdiction has adopted ordinances, rules and regulations governing the landscaping and maintenance of such right-of-way by owners of the adjacent property, to the extent such owners are obligated to maintain and irrigate the landscaping KUNA need not remove the same from the Right-of-Way.

SECTION 14. INDEMNIFICATION. KUNA hereby indemnifies and holds ACHD harmless from and against any and all claims or actions for loss, injury, death, damages, mechanics and other liens arising out of the failure or neglect of KUNA, KUNA's employees, contractors and agents to properly and reasonably make Authorized Use of the Right-of-Way or properly construct, install, plant, repair or maintain the Improvements thereon, or that otherwise result from the use and

occupation of the Right-of-Way by KUNA, including, without limitation, any attorneys' fees and costs that may be incurred by ACHD in defense of such claims or actions indemnified against by KUNA hereunder. For claims or actions arising out of failures or neglects occurring during the term of this Agreement, KUNA's obligations pursuant to this section shall survive the termination of this Agreement.

SECTION 15. COMPLIANCE WITH LAW; WASTE AND NUISANCES PROHIBITED.

In connection with KUNA's use of the Right-of-Way, throughout the term of this Agreement KUNA covenants and agrees to: (i) comply with and observe in all respects any and all federal, state and local statutes, ordinances, policies, rules and regulations, including, without limitation, those relating to traffic and pedestrian safety, the Clean Water Act and/or to the presence, use, generation, release, discharge, storage or disposal in, on or under the Right-of-Way of any Hazardous Materials (defined as any substance or material defined or designated as hazardous or toxic waste, material or substance, or other similar term, by any federal, state or local environmental statute, regulation or ordinance presently in effect or that may be promulgated in the future); (ii) obtain any and all permits and approvals required by ACHD or any other unit of government; and (iii) commit no waste nor allow any nuisance on the Right-of-Way. To the extent permitted by law, KUNA covenants and agrees to indemnify and hold ACHD harmless from and against any and all claims, demands, damages, liens, liabilities and expenses (including, without limitation, reasonable attorneys' fees), arising directly or indirectly from or in any way connected with the breach of the foregoing covenant. These covenants shall survive the termination of this Agreement.

SECTION 16. ASSIGNMENT. KUNA cannot sell, assign or otherwise transfer this Agreement, the license herein extended or any of its rights hereunder except with the prior written consent of ACHD, which consent shall not be granted unless the assignee assumes all obligations, warranties, covenants and agreements of KUNA herein contained.

SECTION 17. ATTORNEYS' FEES. In any suit, action or appeal therefrom to enforce or interpret this Agreement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorneys' fees.

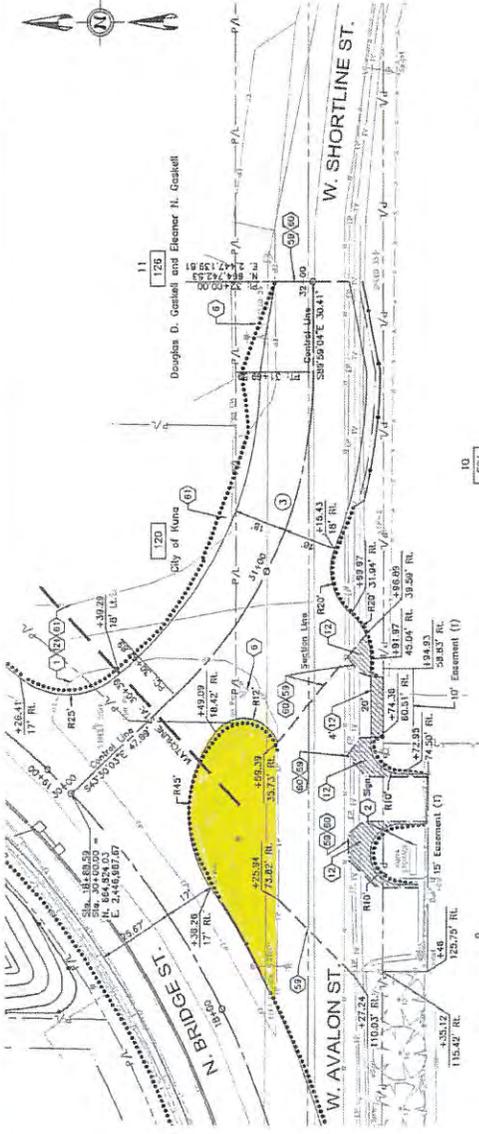
SECTION 18. NOTICE. Any notice under this Agreement shall be in writing and be delivered in person, or by United States Mails, postage prepaid, or by public or private 24-hour overnight courier service (so long as such service provides written confirmation of delivery), or by facsimile verified by electronic confirmation. All notices shall be addressed to the party at the address set forth below or at such other addresses as the parties may from time to time direct in writing by notice given the other. Any notice shall be deemed to have been given on (a) actual delivery or refusal, (b) three (3) days following the day of deposit in the United States Mails, (c) the day of delivery to the overnight courier or (d) the day facsimile delivery is electronically confirmed.

EXHIBITS

Exhibit A – Description and/or Depiction of Right-of-Way

The Ada County Highway District (ACHD) is committed to compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives. ACHD assures that no person shall on the grounds of race, color, national origin, gender, disability or age, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any ACHD service, program or activity.

EXHIBIT "A"



RESOLUTION NO. R30-2014

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR TO EXECUTE THE PERPETUAL EASEMENT WITH THE ADA COUNTY HIGHWAY DISTRICT (ACHD) GRANTING ACHD AN EASEMENT TO CONSTRUCT A STORM WATER DRAINAGE RETENTION FACILITY AND TO PROVIDE ACCESS TO THE PROPERTY FOR THE REPAIR AND MAINTENANCE OF THE STORM WATER DRAINAGE RETENTION FACILITY.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho, that the Mayor is hereby authorized to execute the Perpetual Easement with the Ada County Highway District (ACHD) granting ACHD an easement to construct a storm water drainage retention facility and to provide access to the property for the repair and maintenance of the storm water drainage retention facility; which is attached hereto, and made a part hereof, as if set forth in full.

PASSED BY THE COUNCIL of Kuna, Idaho this 15th day of April 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 15th day of April 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

PERPETUAL EASEMENT

THIS PERPETUAL EASEMENT (“Easement”) made and entered into this _____ day of _____, 2014, by and between the CITY OF KUNA, an Idaho municipal corporation (“KUNA”), and the ADA COUNTY HIGHWAY DISTRICT, a body politic and corporate of the state of Idaho (“ACHD”).

RECITALS

A. KUNA owns the property described and depicted on **Exhibit A** attached hereto and by this reference incorporated herein as if set forth in full (“Easement Property”).

B. ACHD desires to construct and install storm water drainage retention facilities on the Easement Property, as more particularly described and depicted on **Exhibit B** attached hereto and by this reference incorporated herein as if set forth in full (collectively, the “Storm Water Retention Facilities”).

C. On the terms and conditions hereinafter set forth herein, KUNA desires to grant to ACHD, and ACHD desires to accept, a perpetual nonexclusive easement for the purpose of (i) storm water discharge, (ii) storm water retention and infiltration and (iii) access to the Easement Property for the repair and maintenance of the Storm Water Retention Facilities.

AGREEMENT

1. Grant of Easement. On the terms and conditions set forth herein, KUNA hereby grants to ACHD a nonexclusive appurtenant easement upon, over, across, through and under the Easement Property for the purpose of (i) the passage and retention of storm water on the Easement Property, (ii) the discharge of storm water from roadways onto the Easement Property and (iii) access to the Easement Property for the repair and maintenance of the Storm Water Retention Facilities. Without limiting the foregoing, this easement shall include the perpetual right, power, privilege and easement to discharge storm water onto the Easement Property in perpetuity. It shall also include the right to enter onto the Easement Property for the purpose of repairing and maintaining any improvements, structures, drainage lines, pipes, apparatus or draining system on the Easement Property. The Storm Water Retention Facilities shall be and remain the property of ACHD.

2. Structures, Fences or Other Improvements. No structures, fences or other improvements are to be constructed, or landscaping planted, or use authorized on the Easement Property by KUNA or KUNA’s successors or assigns to the underlying title thereto unless (i) such improvements will not adversely affect or impair the Easement Property’s capacity to convey, discharge, infiltrate and retain storm water; and (ii) KUNA shall obtain any and all permits and approvals required by any other unit of government prior to making such improvements. In the event such improvements are made, then the following shall apply:

a. the KUNA making the improvements shall maintain and repair such improvements, including irrigation of landscaping;

b. if any improvements constructed or planted on the Easement Property must be removed in order for ACHD to repair and maintain its improvements, structures, drainage lines, pipes, apparatus, or draining system on ACHD's property, the costs of removal and replacement or restoration of the same shall be the sole obligation of the ACHD; and

c. if any improvements are made by KUNA or any other third party, then KUNA shall indemnify and hold ACHD harmless from and against any and all claims, demands, damages, liabilities and expenses (including, without limitation, reasonable attorneys' fees) arising directly or indirectly from or in any way connected with the improvements.

3. Use by KUNA. KUNA retains the right to use the Easement Property, including but not limited to use as public parkland, improved and maintained in turf grasses, with pathways, irrigation system and underground utilities, so long as such use does not interfere in any way with the rights granted in Section 1 or adversely affect or impair the capacity of the Easement Property's ability to discharge, infiltrate and retain storm water in compliance with federal, state and local law.

4. Compliance with Law. In connection with the use of the Easement Property, KUNA and ACHD covenant and agree to: (i) comply with the terms of any NPDES permit associated with storm water runoff on the Easement Property; (ii) obtain and comply with any and all permits and approvals required any other unit of government; and (iii) commit no waste or allow any nuisance on the Easement Property.

5. Term. The term of this Easement is perpetual.

6. Covenants Run with the Land. This Easement shall be a burden upon the Easement Property and shall run with the land.

7. Attorney Fees and Costs. In any suit, action or appeal therefrom to enforce or interpret this Easement, the prevailing party shall be entitled to recover its costs incurred therein, including reasonable attorney fees.

8. Successors and Assigns. This Easement and the covenants and agreements herein contained shall inure to the benefit of, and be binding upon, the parties hereto and their successors and assigns to the Easement Property, or any portion thereof.

9. Consideration. The parties agree and acknowledge that KUNA has received good and adequate consideration in granting this Easement to ACHD.

10. Exhibits. All exhibits attached hereto and the recitals contained herein are incorporated herein as if set forth in full.

11. Recording. This Easement shall be recorded in the real property records of Ada County, Idaho.

KUNA:

CITY OF KUNA

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

ACHD:

ADA COUNTY HIGHWAY DISTRICT

John S. Franden, President

ATTEST:

Bruce S. Wong, Director

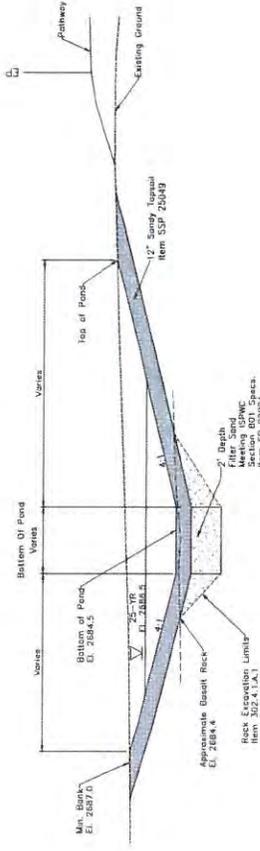
Exhibit A

S2 of Lot 1 of Block 24 of the Amended Plat of the Townsite of Kuna, filed in Book 4 of Plats at Page 187, official records of Ada County, Idaho.

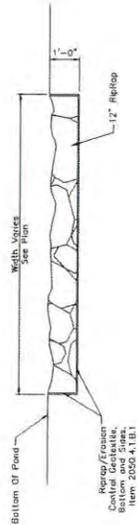
EXHIBIT A
Easement Property



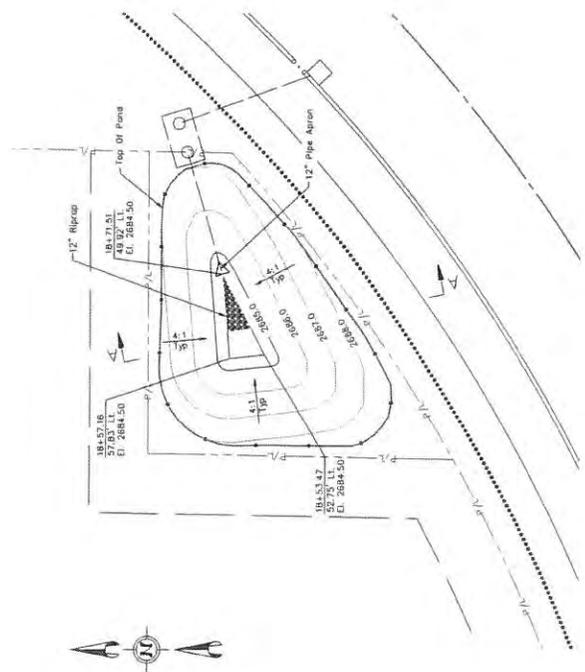
THIS MAP NOT INTENDED FOR NAVIGATIONAL USE



RETENTION POND SECTION A-A
N.T.S.



LOOSE RIPRAP DETAIL
Item R.12.1H.3



RETENTION POND PLAN
Scale: 1" = 20'

PRELIMINARY
75% REVIEW
 NOT FOR CONSTRUCTION

Sheet 9 of 19

• D E T A I L T I T L E •	
POND DETAIL	
WHPacific, Boise, Idaho	• S I G N A T U R E S •
Drawn By: DMV/MC/CWL	Date: 02/14
Design By: JMW/PCA	Project No. 814011.001
AVALON/SHORTLINE BRIDGE - KUNA SOUTHWEST GATEWAY	

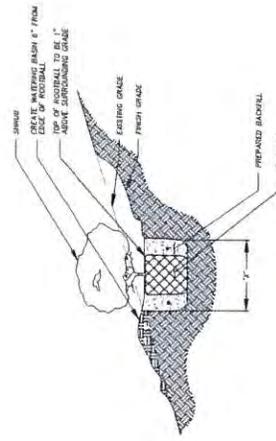
Revisions:
 Ada County Highway District • 3775 Adams Street, Green Cove, Idaho, 83714 • www.adaidaho.org

NOTES:

- SEE POND DETAIL FOR SANDY SOIL AND TOPSOIL PLACEMENT
- CONTRACTOR RESPONSIBLE FOR WATERING PLANTS DURING ESTABLISHMENT PERIOD. CONTRACTOR TO PROVIDE TEMPORARY IRRIGATION SYSTEM.

SYM.	ABV.	BOTANICAL NAME	COMMON NAME	QTY.	SPEC	SPACING
⊙	AGNE	AGASTACHE NEMORICANA	HUJAMINGBIRO MINT	15	1 GAL	AS SHOWN
⊙	ANGE	ANDROPOGON GERARDI	BIG BLUESTEM	14	1 GAL	AS SHOWN
⊙	SPMU	SPHALERACEA MURRODANNA	MURROD'S GLOBEMALLOW	38	5" POTS	AS SHOWN
⊙	FEID	FESTUCA IDAHOENSIS	IDAHO FESCUE	57	5" POTS	AS SHOWN

DRYLAND GRASS SEED MIX (SEE SPEC) SEED THROUGHOUT AREA AROUND POTTED PLANTS

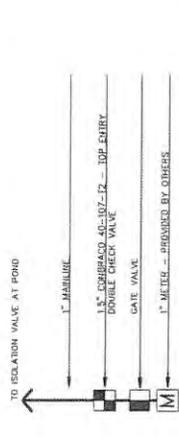


NOTES:

- INSTALL SPIGOT WITH TOP OF ISOLATION VALVE 1" ABOVE SURROUNDING GRADE
- CONNECTION SHALL BE 2 TIMES ISOLATION DIAMETER

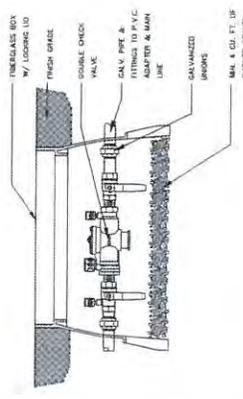
SHRUB PLANTING ON SLOPE DETAIL

NTS



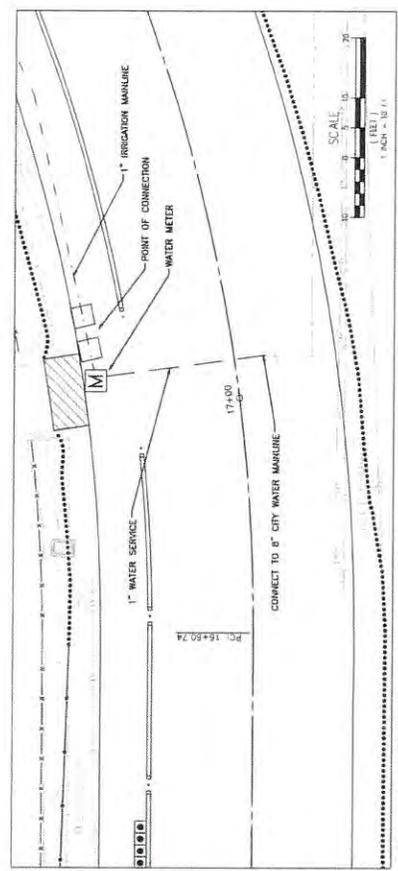
POINT OF CONNECTION SCHEMATIC

NTS

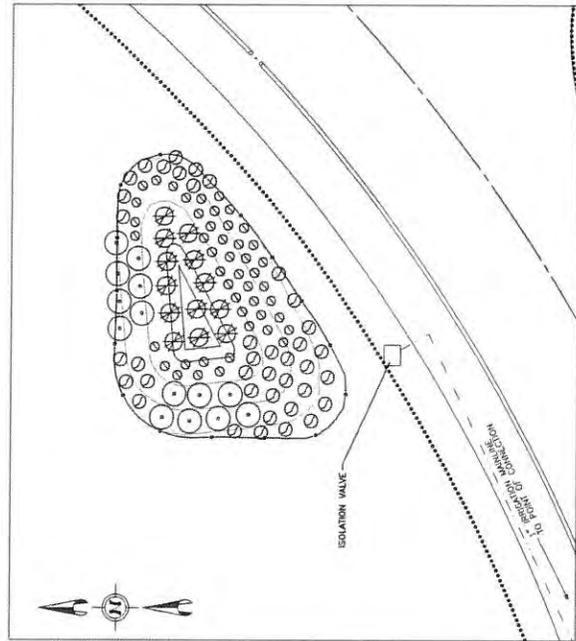


DOUBLE CHECK VALVE DETAIL

NTS



IRRIGATION POINT OF CONNECTION PLAN



PLANTING PLAN



PRELIMINARY
75% REVIEW
NOT FOR CONSTRUCTION

Sheet 10 of 19

• D E T A I L T I T L E •
POND PLANTING PLAN

WH-Pacific Boise, Idaho

Design By: RCA Date: 02/14

Stream By: AB

Project No. 814011.001

Design By: RCA Date: 02/14

Stream By: AB

Project No. 814011.001

Design By: RCA Date: 02/14

Stream By: AB

Project No. 814011.001

Design By: RCA Date: 02/14

Stream By: AB

• S I G N A T U R E S •
AVALON/SHORTLINE BRIDGE - KUNA, SOUTHWEST GATEWAY

Ada County Highway District • 3775 Adams Street, Green Bay, Idaho, 83714 • www.adacountyidaho.gov

Revisions:



CITY OF KUNA
P.O. BOX 13
KUNA, ID 83634
www.cityofkuna.com

GORDON N. LAW
 CITY ENGINEER

Telephone (208) 287-1727; Fax (208) 287-1731
 Email: gordon@cityofkuna.com

MEMORANDUM

TO: Mayor Nelson
 Richard Roats
 John Marsh

FROM: Gordon N. Law
 Kuna City Engineer

RE: Step & Grade
 Public Works

DATE: March 4, 2014

STEP AND GRADE IMPLEMENTATION

PURPOSE

The purpose of this memorandum is to present the City of Kuna Step and Grade Proposals for Consideration of the Mayor – Treasurer - Attorney.

POLICY

1.0 PURPOSE:

The purpose of this policy is to establish the procedures for consistent handling of employee advancements. Consideration is given to the following:

- a. Experience or longevity.
- b. Tests and Licenses or equivalent employee improvements.
- c. Promotions.
- d. Assignments of Responsible Charge.

Each of the above will be explained further below.

2.0 ORGANIZATIONS AFFECTED:

This policy applies to all Public Works Department employees (Water Fund, Irrigation Fund, Sewer Fund, Parks Fund, Mapping and Fleet & Equipment Management). It is possible other departments may implement the policy in similar fashion as deemed appropriate by the Governing Board.

3.0 COST OF LIVING ADJUSTMENTS (COLA)

The application of an inflationary adjustment to employee salaries does not address employee advancement but, if done equitably, simply maintains the purchasing power of existing salaries. The City of Kuna has historically addressed COLAs as a percentage adjustment to gross salaries, applied across the board, at budget time. This policy does not change this historical practice but proposes to definitively separate COLAs from advancement considerations. The Step and Grade Chart works well in applying approved COLAs.

4.0 EXPERIENCE OR LONGEVITY

The City of Kuna has not historically adjusted salary based on years of service. On occasion, however, COLAs have exceeded the inflation rate in a manner that some compensation for longevity has occurred. This policy proposes to isolate COLAs from longevity and to apply one step advancement for each two years of service. The premise for longevity compensation is that sustained work experience is of value to the City on the following criteria:

- a. An employee learns as he works.
- b. An employee who stays in City employment does not have to be trained-again.
- c. The City does not have to recruit to replace an employee who stays in employment.

It is also possible to evaluate the experience of a new hire, objectively assign steps to experience acquired at other employers and accordingly assign an appropriate Step & Grade at the beginning of employment.

5.0 TESTS AND LICENSES

Water and Sewer employees have an existing state sponsored system of licensing based on tests and experience. Parks, Fleet Management and Mapping do not have a government organized licensing system. Where a formal licensing structure is not available, an alternative advancement structure is provided below.

Water Department Employees

Water Distribution 1 is required within 1 year of beginning employment and is not a basis for advancement of either step or grade. For advancement Water Department employees have the following options available:

- a. Water 2 (Pass Distribution 2 or Lab 2 + Required Experience) Grade 5 and a salary increase of at least one step.
- b. Water 3 (Pass Distribution 3 or Lab 3 + Required Experience) Grade 6 and a salary increase of at least one step.
- c. Water 4 (Pass Distribution 4 or Lab 4 + Required Experience) Grade 7 and a salary increase of at least one step.
- d. Lead 1 or Alternate Responsible Charge (Licensed at Class of System) Grade 8 and a salary increase of at least one step.
- e. Lead 2 or Responsible Charge (Licensed at Class of System) Grade 9 and a salary increase of at least one step.
- f. Superintendent (Licensed at Class of System) Grade 11 and a salary increase of at least one step.
- g. Options a-f require current CDL

Sewer Department Employees

Sewer Treatment 1 or Sewer Collections 1 is required within 1 year of beginning employment and is not a basis for advancement of either step or grade. For advancement Sewer Department employees have the following options available:

- a. Sewer 2 (Pass Treatment 2 or Collection 2 or Lab 2 + Required Experience) Grade 5 and a salary increase of at least one step.
- b. Sewer 3 (Pass Treatment 3 or Collection 3 or Lab 3 + Required Experience) Grade 6 and a salary increase of at least one step.
- c. Sewer 4 (Pass Treatment 4 or Collection 4 or Lab 4 + Required Experience) Grade 7 and a salary increase of at least one step.
- d. Lead 1 or Alternate Responsible Charge (Licensed at Class of System) Grade 8 and a salary increase of at least one step.
- e. Lead 2 or Responsible Charge (Licensed at Class of System) Grade 9 and a salary increase of at least one step.
- f. Superintendent (Licensed at Class of System) Grade 11 and a salary increase of at least one step.
- g. Options a-f require current CDL

Parks Employees

An employee may be designated to pursue either the Parks or Arborist track. The employee in the arborist track must demonstrate by experience or training the ability to tend, care for and maintain the living vegetation in the system. The employee in the Parks track must demonstrate by experience or training the ability to tend, use, care for and maintain the equipment and facilities in the system.

- a. Parks 2 or Arborist 2 (4000 HRS Experience, Certified Pesticide Applicator, Supervisor recommendation) Grade 4 and a salary increase of at least one step.
- b. Parks 3 or Arborist 3 (8000 HRS Experience, Comply with Item h or I below, Supervisor recommendation) Grade 5 and a salary increase of at least one step.
- c. Parks 4 or Arborist 4 (12,000 HRS Experience, Comply with Item j or k below, Supervisor recommendation) Grade 6 and a salary increase of at least one step.
- d. Lead 1 or Alternate Responsible Charge (Parks or Arborist 3, Supervisor recommendation) Grade 7 and a salary increase of at least one step.
- e. Lead 2 or Responsible Charge (Parks or Arborist 4, Supervisor recommendation) Grade 8 and a salary increase of at least one step.
- f. Superintendent (Supervisor or Mayor recommendation) Grade 10 and a salary increase of at least one step.
- g. Options a-f require current CDL
- h. Certified Parks & Recreation Professional; Pass Test; 2 years non-concurrent experience; Must keep license current
- i. Heavy Equipment Operator 1; (Bobby to Develop protocol); Pass City Written Test; Pass City Field Test #1; Log of 100 in-the-cab hours (backhoe, loader, mini-excavator, skid steer, grader, dozer); 2 years non-concurrent experience; Subject to Random Drug Tests
- j. Certified Playground Safety Inspector; Pass Test; 2 years non-concurrent experience; Must keep license current
- k. Sprinkler System Designer; (Bobby to Develop protocol); 2 years non-concurrent experience

Fleet & Equipment Management

Fleet Mechanic 1 is required within 1 year of beginning employment to pass "Auto Maintenance and Light Repair" test but which is not a basis for advancement of either step or grade. For advancement Fleet Management Department employees have the following options available:

- a. Fleet Mechanic 2 (4000 HRS Experience, Comply with Item h, Supervisor recommendation) Grade 4 and a salary increase of at least one step.
- b. Fleet Mechanic 3 (8000 HRS Experience, Comply with Item i, Supervisor recommendation) Grade 5 and a salary increase of at least one step.

- c. Fleet Mechanic 4 (12,000 HRS Experience, Comply with Item j, k or l, Supervisor recommendation) Grade 6 and a salary increase of at least one step.
- d. Lead 1 or Alternate Responsible Charge (Fleet Mechanic 3, Supervisor recommendation) Grade 7 and a salary increase of at least one step.
- e. Lead 2 or Responsible Charge (Fleet Mechanic 4, Supervisor recommendation) Grade 8 and a salary increase of at least one step.
- f. Superintendent (Supervisor or Mayor recommendation) Grade 10 and a salary increase of at least one step.
- g. Options a-f require current CDL
- h. Auto & Light Truck Certification; Pass Test; 2 years non-concurrent experience; Must keep license current (one step)
- i. Truck Equipment Certification; Pass Test; 2 years non-concurrent experience; Must keep license current (one step)
- j. Electronic Diesel Engine Diagnosis; Pass Test; 2 years non-concurrent experience; Must keep license current (one step)
- k. Medium-Heavy Truck Certification; Pass Test; 2 years non-concurrent experience; Must keep license current (one step)
- l. Undercar Specialist Exhaust Systems; Pass Test; 2 years non-concurrent experience; Must keep license current (one step)

Mapping Employees

An employee may be designated to pursue either Mapping or Computer Drafting tracks. The employee in the Mapping track must demonstrate by training and/or experience the ability to create mapping products to support Administration, Public Works, Planning and Zoning, Legal and Treasurer functions of the City. The employee in the Computer Drafting track must demonstrate by training and experience the ability to create construction plan products to support the Engineering and Public Works functions of the City. Entry level is designated Map 1 or CAD 1 at Grade 6.

- a. Map 2 or CAD 2 (4000 HRS Experience and 2-year degree) Grade 7 and a salary increase of at least one step.
- b. Map 3 or CAD 3 (8000 HRS Experience and 2-year degree) Grade 8 and a salary increase of at least one step.

6.0 PROMOTIONS AND RESPONSIBLE CHARGE

The promotion to lead/foreman or superintendent shall have the grade as established in the approved KINDS AND LEVELS chart and at least the salary of Step A within Grade. No advancement should occur, however, without a salary adjustment up of at least one step and no advancement should result in a lower salary from the present for the employee.

The State of Idaho requires the City designate a Responsible Charge Operator for Water Distribution, Sewer Treatment and Sewer Collection. This policy proposes there also be a Responsible Charge Operator for Irrigation and Parks. Designation as Responsible Charge Operator should be accompanied by a salary adjustment of two steps. The State also requires appointment of a Back-up Responsible Charge Operator. Designation as Backup Responsible Charge Operator should be accompanied by a salary adjustment of one step.

7.0 APPLICATION OF STEPS

The application of multiple steps, over multiple grades, should be done in a consistent sequence as follows:

- a. Apply the number of steps earned within grade.
- b. Repeat the process on the subsequent grades until all steps the employee has earned are used up.

- c. If an employee is promoted to a grade, the employee is assigned to a step within grade which provides at least a full step salary increase from salary before promotion. Steps earned subsequent to the grade promotion will be applied to initial assigned step in the new grade.
- d. Salary adjustments for Steps and Grades are applied at the time they are earned

Attachments

STEP AND GRADE
SALARY SCHEDULE

STEPS GRADES	A	B	C	D	E	F	G	H	I	J	K	L
13	\$41.57	\$42.81	\$44.10	\$45.42	\$46.78	\$48.19	\$49.63	\$51.12	\$52.66	\$54.24	\$55.86	\$57.54
12	\$36.15	\$37.23	\$38.35	\$39.50	\$40.68	\$41.90	\$43.16	\$44.45	\$45.79	\$47.16	\$48.58	\$50.03
11	\$31.43	\$32.37	\$33.34	\$34.35	\$35.38	\$36.44	\$37.53	\$38.66	\$39.82	\$41.01	\$42.24	\$43.51
10	\$27.33	\$28.15	\$29.00	\$29.87	\$30.76	\$31.68	\$32.63	\$33.61	\$34.62	\$35.66	\$36.73	\$37.83
9	\$23.77	\$24.48	\$25.21	\$25.97	\$26.75	\$27.55	\$28.38	\$29.23	\$30.11	\$31.01	\$31.94	\$32.90
8	\$20.67	\$21.29	\$21.92	\$22.58	\$23.26	\$23.96	\$24.68	\$25.42	\$26.18	\$26.96	\$27.77	\$28.61
7	\$18.79	\$19.35	\$19.93	\$20.53	\$21.15	\$21.78	\$22.43	\$23.11	\$23.80	\$24.51	\$25.25	\$26.01
6	\$17.08	\$17.59	\$18.12	\$18.66	\$19.22	\$19.80	\$20.39	\$21.01	\$21.64	\$22.28	\$22.95	\$23.64
5	\$15.53	\$15.99	\$16.47	\$16.97	\$17.48	\$18.00	\$18.54	\$19.10	\$19.67	\$20.26	\$20.87	\$21.49
4	\$14.12	\$14.54	\$14.97	\$15.42	\$15.89	\$16.36	\$16.85	\$17.36	\$17.88	\$18.42	\$18.97	\$19.54
3	\$12.83	\$13.22	\$13.61	\$14.02	\$14.44	\$14.88	\$15.32	\$15.78	\$16.26	\$16.74	\$17.25	\$17.76
2	\$11.67	\$12.02	\$12.38	\$12.75	\$13.13	\$13.52	\$13.93	\$14.35	\$14.78	\$15.22	\$15.68	\$16.15
1	\$10.61	\$10.92	\$11.25	\$11.59	\$11.94	\$12.29	\$12.66	\$13.04	\$13.43	\$13.84	\$14.25	\$14.68

Key Corner \$10.50
Multiplier 1.010

Based on the approved FY2014 Budget

Maintenance Worker	Grade 4	License 1 required
Maintenance Lead	Grade 7	License 2 required for area of supervision
Responsible Charge	Grade 7	License 3 required for area of supervision
Back-up Charge	Grade 6	License 3 required for area of supervision
Superintendent	Grade 11	
License 2, 3, 4	1 Step ea	
Longevity - biannual	1 Step ea	
Promotion	Salary + 1 Step	
Superintendent	Salary + 2 Step	

PAY GRADE	WATER	SEWER	PARKS	MAPPING	BUILDING
13			City Engineer		
12			Public Works Director		
11	Superintendent	Superintendent		Mapping Supervisor	
10			Park Supervisor		
9	Lead 2 R Charge	Lead 2 R Charge		Lead 1	Building Official
8	Lead 1 Backup R Charge	Lead 1 Backup R Charge	Lead 2 R Charge	MAP 2 CAD 2	Building Inspector
7	Water 4	Sewer 4	Lead 1 Backup R Charge	MAP 1 CAD 1	
6	Water 3	Sewer 3	Parks 4 Arbor 4		
5	Water 2	Sewer 2	Parks 3 Arbor 3		
4	Water 1	Sewer 1	Parks 2 Arbor 2		
3			Parks 1 Arbor 1		
2					
1	Maint. Temp.	Maint. Temp.	Maint. Temp.	Maint. Temp.	



Apple Store, Boise Towne Square

Quote:

163369006 - 2201448319

Date:

Thursday, April 10, 2014

Valid until:

Saturday, May 10, 2014

Prepared for:

Richard Roats
 City of Kuna
 763 W Avalon
 Kuna, Idaho 83634
 2083877719
 rtr@roatslaw.com
 Customer ID: 231120430

Ship to:

Richard Roats
 City of Kuna
 763 W Avalon
 Kuna, Idaho 83634
 2083877719

Prepared by:

Zebulan Ernest
 Apple Store, Boise Towne Square
 1-208-377-6503
 boisetownesquarebusiness@apple.com

Product / Description	Qty	Price	Total
iPad with Retina display Wi-Fi 16GB - Black MD510LL/A	15	\$399.00	\$5,985.00
		Subtotal	\$5,985.00
		Estimated Tax	\$0.00
		Estimated Total (USD)	\$5,985.00

Terms and Conditions

This is a quote invoice, not a receipt of purchase. The applicable sales tax and any additional surcharges (such as recycling fees) are subject to verification and will be reflected on your final invoice.

The product availability and pricing are subject to change without notification. The configurations and pricing noted in this quote are valid for a period of 30 days, and are specifically intended for purchase by the afore cited organization.

Consideration for business pricing is made based on the type of product, the quantity and the availability of the products ordered. For further information regarding this quote, please call your local Apple Retail Store Business Team. Our full sales and refund terms and conditions can be found at http://www.apple.com/legal/sales_policies/retail_us.html.



Created Date 4/9/2014
 Quote Number 00098972
 Expiration Date 4/30/2014
 Payment Terms Net 30
 Price Book AirWatch

Customer	City of Kuna	Contact Name	Richard Roats
Bill To	Post Office Box 13	Phone	(208) 387-7719
	Kuna, ID 83638	Email	rtr@roatslaw.com
	United States		

Product Code	Product Description	Unit Price	Term	Quantity	Total Price
GMS-MF-DEV	AirWatch Green Management Suite Maintenance Fee	USD 10.00	1 Year	32.00	USD 320.00
GMS-PL-DEV	AirWatch Green Management Suite Perpetual Fee	USD 50.00	One Time Fee	32.00	USD 1,600.00
PS-GMS-CLD-SP	AirWatch Green Management Suite Cloud Deployment Offering	USD 1,000.00	One Time Fee	1.00	USD 1,000.00
MCV-MF-ANY-DEV	AirWatch Secure Content Locker View Maintenance Fee	USD 4.00	1 Year	32.00	USD 128.00
MCV-PL-ANY-DEV	AirWatch Secure Content Locker View Perpetual License Fee	USD 20.00	One Time Fee	32.00	USD 640.00
PS-MCV-SP	AirWatch Secure Content View Deployment Fee	USD 1,000.00	One Time Fee	1.00	USD 1,000.00
HS-SHR-PL	AirWatch Cloud - Shared Environment for Perpetual Licenses	USD 12.00	1 Year	32.00	USD 384.00

Total Price USD 5,072.00
 Grand Total USD 5,072.00

For questions about this quote or remittance of PO, please contact the AirWatch representative listed below:

AirWatch Contact Rob Mason
 Phone Number (470) 247-6401
 Email robmason@air-watch.com

Submit Tax Exempt certificate with PO if eligible. Sales Tax applicable in CA, GA, VA, and WA.
 Send Purchase Order, Payment by Wire or Payment by Credit Card referencing the Quote # above.

Initials _____



Payment Information

By Wire

Beneficiary Name: AirWatch LLC
Bank Name: Bank of America
Account number: 003266992553
Routing number: 026009593
SWIFT: BOFAUS3N
IBAN: N/A

By ACH

Beneficiary Name: AirWatch LLC
Bank Name: Bank of America
Account number: 003266992553
Routing number: 061000052

By Credit Card

<https://payments.air-watch.com/>
Please note the Quote # from above when paying by Credit Card.

By Check

AirWatch LLC
P.O Box 742332
Atlanta, GA 30374-2332

In Process

Terms & Conditions

1. If a Third Party Appliance is being provided, the fees listed above are exclusive of tax or freight, and insurance.
2. Pricing is quoted based on, and purchases are subject to AirWatch's and expressly conditioned upon the unequivocal application of all terms and conditions included in the End User License Agreement, which is available at http://www.air-watch.com/downloads/legal/20130815_AirWatch_EULA.pdf ("EULA") and incorporated by reference. The EULA supersedes the standard terms and conditions of any customer purchase orders or similar documents. The acceptance of this Quote as evidenced by your signature below represents your agreement to license the software described in this quote under such terms and conditions as are set forth in the EULA.
3. Payment terms are as set forth in the EULA.
4. Expenses are billed to the customer as incurred according to the AirWatch travel and expense policy and are the responsibility of the customer.
5. Applicable Sales Tax is not included in this Quote and is the responsibility of the purchaser. Sales tax may be required in various states including but not limited to licenses made in California, Georgia, Virginia, and Washington.
6. As provided in the EULA, in the case of a Perpetual License, annual Maintenance commences upon delivery of the Software and will be billed annually.
7. As provided in the EULA, in the case of Subscription Licenses, Maintenance Fees are included with the Subscription License Fees and there will be no separate billing for Maintenance with respect to Subscription Licenses.

Initials _____



8. Additional licenses may be purchased through another Order as set forth in the EULA.

9. This Sales Quotation and all pricing information stated herein and related hereto are confidential information of AirWatch.

Acceptance Information

Customer Signature

AirWatch Signature

By _____

By _____

Name _____

Name _____

Title _____

Title _____

Date _____

Date _____

In Process

Initials _____

RESOLUTION NO. R31-2014

A RESOLUTION OF THE CITY OF KUNA, IDAHO AUTHORIZING THE MAYOR AND CITY CLERK TO FORWARD THAT CERTAIN PROJECT PRIORITY LIST ENTITLED “2014-2015 TRANSPORTATION PRIORITIZATION REQUESTS FOR THE CITY OF KUNA” AS THE OFFICIAL TRANSPORTATION PROJECT PRIORITY LIST FOR THE CITY OF KUNA TO ADA COUNTY HIGHWAY DISTRICT; WHICH SAID PROJECT PRIORITY LIST IS ATTACHED HERETO AND MADE A PART HEREOF; AND HEREBY REPEALING ALL PREVIOUS TRANSPORTATION PROJECT PRIORITY LISTS.

BE IT HEREBY RESOLVED by the Mayor and Council of the City of Kuna, Idaho that the Mayor and City Clerk are hereby authorized to forward that certain project priority list entitled “2014-2015 Transportation Prioritization Requests for the City of Kuna” as the official transportation project priority list for Kuna to Ada County Highway District; which said project priority list is attached hereto, and made a part thereof; and hereby repealing all previous transportation project priority lists.

PASSED BY THE COUNCIL of Kuna, Idaho this 15th day of April 2014.

APPROVED BY THE MAYOR of Kuna, Idaho this 15th day of April 2014.

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk



City of Kuna
Planning & Zoning Department

City of Kuna
P.O. Box 13
Kuna, Idaho 83634

Phone: (208) 922-5274
Fax: (208) 922-5989
Web: www.kunacity.id.gov

April 15, 2014

**2014-2015 Transportation Priority
Requests for the City of Kuna**

Kuna City Council:

Every year the Kuna City Council is asked to prioritize Kuna's transportation priorities. In turn, this priority list is provided to ACHD (Ada County Highway District) to aid them in assessing their transportation improvements as well as to determine how to allocate transportation funding.

Last year's top two recommended priority continues that status. The majority of the projects listed on the 2014 priority list are a carryover of the 2013 priority list. Other priorities are a result of the Downtown Corridor Study that City Council approved on October 2, 2012. The precedence list in the Corridor Study was the result of public input.

Even though this is staff's recommended priorities, Council may chose to re-prioritize them, add, or subtract road projects as you see fit.

2014 – 2015, Transportation Priorities

Capital Projects

- 1) Deer Flat Rd and North Linder Rd - intersection improvement
- 2) North Linder Rd, Main St, and Third St - intersection improvement
- 3) Deer Flat Rd & Kay Ave - intersection improvement (turn pocket on Kay Ave)
- 4) Kay Ave - Widen and improve Kay Ave from Deer Flat Rd to Boise St
- 5) Ten Mile Rd and Deer Flat Rd - intersection improvement
- 6) Columbia Rd and Ten Mile Rd - intersection improvement
- 7) Park & Ride Lot - park and ride lot location to be determined
- 8) Swan Falls Rd - overpass placement
- 9) Ten Mile Rd and Hubbard Rd - intersection improvement
- 10) Avalon St/Kuna Rd and Kay Ave - installation of a signal

Community Projects

- 1) Linder Rd, from just south of Porter St to W Art Ct - pedestrian walkway and bike lane
- 2) Swan Falls Rd Bridge Enhancement – Add sidewalk, share road signage, and markings for bikes.
- 3) Linder Rd, from Main St to Boise St - pedestrian walkway and bike lane
- 4) Swan Falls Rd, from Shortline St to Sunbeam St - bike lane and sidewalk addition
- 5) Indian Creek Bridge on Swan Falls Rd - pedestrian walkway and bike lane
- 6) Deer Flat Road between N Linder Rd & Kay St – pedestrian walkway
- 7) Linder Ave to Ave D - Main St Streetscape Enhancements
- 8) Indian Creek Bridge on Swan Falls Rd – Enhanced pedestrian crossing
- 9) Indian Creek Greenbelt – extend greenbelt to west to Deer Flat Rd

- 10) Swan Falls Rd Bridge to Initial Pointe – add bike lane and pedestrian pathway
- 11) Indian Creek Greenbelt at Bridge Avenue - enhanced pedestrian crossing
- 12) Indian Creek Greenbelt – extend greenbelt to east to Stroebel Rd
- 13) 2nd Street/Ave C/Linder Ave – curb, gutter, sidewalk and bike lanes
- 14) Ave E, South Terminus/4th St – curb, gutter, sidewalk and bike lanes

Respectfully,



Wendy I. Howell, PCED
Planning and Zoning Director

cc: Gordon Law, PE, City Engineer

P.O. Box 13
763 W. Avalon
Kuna, ID 83634
Phone: (208) 922-5274
Fax: (208) 922-5989

City of Kuna

Memo

To: City Council
From: Wendy I. Howell, PCED
Date: April 15, 2014
Re: Amended Kuna Comprehensive Plan
Section 9.0 Transportation

The purpose of this amendment is to update the data to reflect the 2010 Census throughout the plan. In some cases more current information was utilized. Any context that was changed was due to incorrect or duplicated information elsewhere in the Plan.

If you have any questions, please feel free to contact me.

9.0 TRANSPORTATION

9.1 Background and Introduction

Kuna's transportation system is integral to both local and regional mobility and commerce. Accordingly, Kuna's transportation system ~~is~~ subject to the needs and planning interests of state, regional, and local agencies, each of ~~whom~~ ~~which~~ have transportation planning projects underway. The transportation planning environment is also directly related to the type, intensity, and location of Kuna's future growth. The factors will also determine the types of activity the transportation system must serve.

Kuna's residents have expressed the following opinions about the community's transportation future:

- Create a pleasant place for pedestrians to gather in the downtown area with adequate parking facilities.
- Improve Kuna's regional access by adding connections to Interstate 84, and improving connections to Kuna Mora Road.
- Improve transportation access by installation of overpasses and bridges across Union Pacific Railroad Lines and Indian Creek.
- Improve bicycle circulation throughout Kuna relying on pathways and bicycle lanes.
- Provide transit access for Kuna residents to other ~~urbanizing~~ areas.
- Increase pedestrian accommodation ~~relying on~~ ~~utilizing~~ sidewalks, ~~and~~ pathways, and improved intersection crossings.

Transportation Planning in Kuna

Several agencies work together to provide transportation accommodations in the Kuna area. The Ada County Highway District (~~ACHD~~) owns and controls all public roads (including alleyways) in Ada County, with the exception of State highways which are controlled by Idaho Transportation Department (~~ITD~~). Kuna has some control over its roadways through its subdivision and zoning ~~authorities~~ ~~ordinances~~ and certain Federal and State rules. The Community Planning Association of ~~Southwest Idaho~~ (~~COMPASS~~) also plays a transportation role through its regional transportation oversight.

Idaho Transportation Department (ITD)

ITD is the statewide transportation department that controls state roads in Idaho. ITD is responsible for one road through Kuna, that being Highway 69.



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Ada County Highway District (ACHD)

Ada County Highway District is governed by five commissioners and is responsible for maintenance and construction of Kuna's roadways. ACHD receives funding from several sources: gas taxes, vehicle registration fees, property taxes and impact fees. It should be noted that impact fees cannot be used for the City's collector roads, nor can they be used to build bicycle or pedestrian facilities. ~~At this writing, ACHD is has~~ developing-developed a Transportation and Land Use Integration Plan (TLIP) that integrates transportation features with the land uses adjacent to them. The transportation recommendations included in the Kuna Plan may be incorporated into TLIP, which includes street typologies for all ACHD roadways. Kuna is evaluating the TLIP concept for its merits but may elect not to participate in the program depending on costs and impact upon land use regulations and development opportunity. See the "Future Conditions" discussion of this Transportation section for more information on the street sections also known as street typologies.

City of Kuna

Kuna presently has no mechanism for funding road construction or maintenance. With the exception of arterial roads that are attended by ACHD, Kuna relies upon the development community to dedicate land for road network purpose and construct the roads to City and ACHD development standards. The determination of what type of roads to build is based on the City's adopted ~~2030~~2035 Functional Classification Roadmap. Once the roads are built to the appropriate standard, they are turned over to ACHD for maintenance and ownership.

Community Planning Association (COMPASS)

COMPASS is the Metropolitan Planning Organization (MPO) for Ada County and Canyon County. This agency prepares ~~these~~ counties long range transportation plans. Kuna's transportation improvements must be included in the Long Range Transportation Plan if they are to be funded. COMPASS is due to update ~~its~~sits Long Range Transportation Plan in ~~2009-2014~~ and will rely upon Kuna's adopted Plan for assessing the community's future travel demands.

9.2 Goals and Objectives

Goal 1: Promote and encourage bicycling and walking as transportation modes.

Objective 1.1: Work with ACHD, ITD, and surrounding highway districts, counties, and municipalities to implement a Cityregional-wide pathway system.

Policy: Update the ~~Recreation and Bike Path Map~~Recreation, and Pathways Map Plan.

Policy: Pedestrian and bicycle activities should be separate from automobiles road systems – where possible.

Policy: Expand 8-foot sidewalks on key roads throughout the City.



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Policy: Develop pathway links to activity centers (i.e., parks, schools, commercial areas, and other features).

Policy: Ensure that pathway designs accommodate a variety of pathway users, including those with impaired mobility.

Policy: Consider equestrian needs when designing trails and pathways.

Policy: Rely upon American Association of State Highway and Transportation Officials (AASHTO) and American Disabilities Act (ADA) design standards for construction of multi-use pathways.

Policy: Work with ACHD to develop a standardized street/pathway crossing protocol.

Policy: Assure that children are deterred from crossing the Union Pacific Railroad Line-line tracks at other than their standard at-grade crossings through close coordination with Union Pacific, the community, the Kuna School District and the Charter School.

Objective 1.2: Pursue transportation financial options to implement needed road improvements.

Policy: Explore the development of funding mechanisms that can be relied upon for initiating pedestrian projects.

Policy: The City should work with ACHD to explore avenues for reclaiming its road system to assure a more reliable, cost effective and responsive transportation system.

Policy: Coordinate Kuna's Long Range Capital Improvements Plan with ACHD's scheduled projects to maximize funding opportunity.

Goal 2: *Work with the transit providers to develop transit options.*

Objective 2.1: Develop a transit transportation strategy.

Policy: Coordinate transit development with COMPASS and Valley Regional Transit.

Policy: Identify potential future transit corridors and work to preserve the corridor right-of-way.

Policy: Preserve right-of-way corridors for future transit use.

Policy: Pursue locations for park-and-ride facilities.

Policy: Consider establishing a City-managed carpool-matching program as an interim transit strategy.



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Goal 3: Balance land use planning with transportation needs.

Objective 3.1: Strive to achieve local and regional land use and transportation compatibilities.

Policy: Coordinate with COMPASS and ACHD on regional transportation planning matters.

Policy: The City should improve upon its methods of determining its transportation priorities.

Policy: Work with private property owners to preserve right-of-way for future transportation needs.

Policy: The City should develop policies or practices that minimize the placement of individual driveways along collectors, arterials and highways through access management controls.

Objective 3.2: Develop strategies to reduce travel demand.

Policy: Encourage developers to create mixed-use developments that will reduce travel demand through trip capture.

Policy: Increase Kuna's employment opportunities as a means of reducing commuter trips.

Objective 3.3: Work with ACHD to enhance pedestrian movement in the downtown core.

Policy: Coordinate with ACHD to identify an alternative truck route for purpose of limited truck traffic on Main Street.

Policy: Work with ACHD to shorten pedestrian crossing distances on Main Street.

Policy: Employ traffic calming devices in the downtown core.

Objective 3.4: Develop strategies to enhance traffic movement through Kuna.

Policy: Work to improve transportation mobility on major traffic routes.

Policy: Rely on the City's [20302035 Functional-Classification RoadStreet Circulation Map](#) to define levels of access and mobility.

~~Policy: Require~~ Work with the development community to dedicate right-of-way according to the road's functionality as identified in the [transportation-circulation plan](#).

~~Policy: The processing of transportation plan development and road right-of-way dedication within the Area of City Impact according to Ada County's transportation policy.~~



- Policy: There should be designated routes established for trucks carrying hazardous material through the City
- Policy: Monitor Highway 69 speed-limits and modify them as needed to maintain transportation safety.
- Policy: Promote development of a bridge crossing across Indian Creek and the railroad on Highway 69 alignment.
- ~~Policy: Promote development of a bridge crossing at Ten Mile Road and Indian Creek.~~
- Policy: Promote development of a bridge crossing on at Hubbard Swan Falls Road and across Indian Creek and the railroad.
- Policy: Develop frontage or backage roads to reduce local access onto Highway 69, Kuna Mora Road, Ten Mile Road, Columbia Road, Cloverdale Road and McDermott Road.
- Policy: Assure that commercial ventures have a secondary means of roadway access.
- Policy: Require shared driveway access where possible.
- Policy: Design transportation systems to minimize congestion, encourage commerce and protect the safety and sense of community.
- ~~Policy: Promote ease of access to all portions of the City.~~
- Policy: Require developers to provide sufficient space for off-street parking for both commercial and private vehicles.
- Policy: Interconnect building entries, parking lots, parks, transit stops, schools, and similar facilities with pedestrian routes.
- Policy: Encourage weather protection of building entries for pedestrian traffic.

9.3 Vision Statement

Adequate transportation networks are crucial to city-life, because they ensure that residents can travel to work, school, parks, stores, and homes. Kuna should strike a balance between mobility and access. The City's traffic movement should flow smoothly through major corridors, without unreasonably limiting access to adjacent areas. Kuna should be a place where pedestrians and bicyclists may can feel comfortable while safely traveling the road-multi-modal transportation network. ~~Kuna's transportation networks should also be efficient.~~



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9.4 Existing Conditions

Traffic

Road Facilities

Kuna's road system is overseen by ACHD, the City and ITD. Several roads in the Kuna area serve regional transportation purposes. They are described below:

- Amity Road: Amity Road runs east and west between Kuna and Meridian. It has one travel lane in each direction with posted speed limits from 35 to 50 mph. Amity Road currently serves as an alternative road running parallel to Interstate 84 relied upon for congestion management. Current traffic volumes on Amity Road range between 5,000 and 10,000 vehicles per day.
- Avalon Street/Kuna Road runs east and west with one travel lane in each direction between Kuna and Canyon County. Approaching the City from the west, Kuna Road turns into Avalon at the Ten Mile Road intersection with 5,000 to 6,000 vehicles per day; proceeding east Avalon changes to Highway 69 at Kay Avenue with 7,000 to 12,500 vehicles per day.
- Black Cat Road: This road, with has one travel lane in each direction, is located on the west side of Kuna and extends northward into Meridian. Black Cat Road turns into Greenhurst Road at the at grade crossing for the railroad. Black Cat Road currently carries between 1, ~~9500~~ and ~~1,6003,000~~ vehicles per day, and ~~it~~ helps distribute traffic through Kuna City, ~~and~~ Canyon County, ~~and other areas of Ada County.~~ Black Cat Road does not connect to Interstate 84 but does have a grade separation across the Union Pacific Railroad Line that makes it important for emergency response purposes.
- Cloverdale Road: Cloverdale Road runs north and south connecting Boise to the area south of Interstate 84 that ~~has-is~~ within been annexed by Kuna's Impact Area. Cloverdale Road is currently a ~~two~~-lane road, but future development patterns may create demand for additional capacity. The COMPASS Long Range Plan recommends a corridor study for Cloverdale Road to determine specific improvements and consider the potential impacts on Cloverdale Road resultant from the Kuna Mora Road expansion.
- Columbia Road connects communities in Canyon County to Ada County. Through the Kuna area this road carries between 3,000 to 4,000 vehicles per day with one lane of travel in each direction.
- Highway 69: This highway provides Kuna resident's access to Interstate 84. Kuna traffic channels through the residential arterials in order to reach Highway 69 and the freeway. Highway 69 is owned and maintained by ITD, ~~to-includeing~~ the road approaches within 1,000 feet of it. Highway 69 has two ~~(2)~~ lanes each direction and a center turn lane through Kuna. Traffic counts for Highway 69 ranges from 2,611 to 21,392 according



Typical arterial road in Kuna



~~to Idaho Transportation Department. It is the City's intention to extend Highway 69 southward from its current terminus at Kuna Road and thereby connect it with Kuna Mora Road via a future bridge crossing installed over Indian Creek and an overpass over the Union Pacific Railroad Line.~~

- ~~Kuna Mora Road: Kuna Mora Road connects Kuna to Interstate 84 along its southern boundary. This future 5-lane expressway presently has one travel lane in each direction. Current traffic volumes on Kuna Mora Road vary between 1,000 and 2,000 vehicles per day. The Kuna Mora Corridor Study identifies the potential for this roadway to accommodate up to 50,000 vehicles per day in 2030. This considerable increase in daily traffic volumes can be attributed to projected residential growth along the corridor and its redevelopment as part of an interstate loop serving, in part as an Interstate 84 bypass. According to some estimates, between 30,000 and 40,000 new housing units are proposed for construction in proximity to this roadway.~~
- ~~Barker Road runs parallel to Kuna Mora Road a mile south of that future expressway; as the south part of Kuna develops, this will become an important east-west arterial that will help move local farm to market traffic.~~
- ~~Lake Hazel Road: This road connects communities in Canyon County to Ada County, and also provides an east-west alternative to Interstate 84. Lake Hazel Road is currently one travel lane in each direction and carries between 1,000 and 2,000 vehicles per day through Kuna.~~
- ~~Linder Road: This road, with has one travel lane in each direction, provides a north-south alternative to Ten Mile Road and Highway 69. Linder carries between 5,000 and 69,000 vehicles per day through central Kuna, connecting local traffic to the east-west aligning arterials and then to Interstate 84.~~
- ~~McDermott Road: This road is located west of Kuna and is the section line road that separates Ada County from Canyon County. This-The road will likely continue-extend Highway 16 from Emmett, Idaho to Interstate 84 and then-continuing-continue southward to connect of Interstate 84, connecting into Kuna Mora Road at some-a future date. Accordingly, it will become a significant north-south connection for trade and commerce purposes. The City intends to take actions to preserve this corridor with the installation of a corridor overlay zone.~~
- ~~Ten Mile Road: Ten Mile Road runs north and south between through Kuna and Meridian with and has one travel lane in each direction. Daily traffic volumes on Ten Mile Road through between Columbia Road and King Road Kuna range between 2,00090 and 4,000895. The COMPASS Long Range Plan anticipates significant growth in the Kuna Meridian area along Ten Mile Road. An interchange is-was being constructed-built to that will tie Ten Mile Road to Interstate 84. The interchange will be completed-was constructed in 2010 and will-has almost immediately double-or triple-increased the volumes of traffic on Ten Mile Road. This road improvement, in turn, will lessen reducing traffic flowing onto on Highway 69, and alter east-west travel along all of Kuna's arterials. Ten Mile Road will be widened from two to five (2-5) lanes along with this interchange~~



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~~connection. Ten Mile will be widened from two to five lanes from Deerflat Road to Victory Road in 2027-2031.~~

Most Kuna roads have experienced steady increases in traffic volumes over the past ~~ten to fifteen (10 to 15)~~ years. ACHD and COMPASS ~~ITD~~ gather traffic counts in Kuna ~~on a regular basis~~, which provides ~~them~~ information about travel demand. ~~Traffic counts indicate that most roads in Kuna have experienced high rates of growth since mid-1990.~~ For instance, Deer Flat and Columbia ~~r~~Roads have experienced increases between 60 and 65 percent in traffic volumes annually since the 1990's. Other roads such as ~~Ten Mile Road~~, Linder Road, and Avalon Road have seen average increases of between 10 and 15 percent in the same time period and will likely continue at that pace.

In general, the highest increases in traffic volume are seen in the east-west roads located north of ~~central~~ Kuna, connecting ~~the Nampa Canyon County area~~ on the west ~~to Ada County and Boise~~ on the east ~~via Interstate 84.~~

Transit

~~At present~~Presently, there ~~is are~~ no transit services to Kuna. The nearest transit-related facility is located near the junction of Highway 69 and Interstate 84, where transit riders can utilize a park-and-ride lot to access Treasure Valley bus routes. Area transit service is provided by Valley Regional Transit (VRT). This transit agency serves both Ada and Canyon counties by coordinating public transportation services and developing improvements to the existing system. VRT provides fixed-route bus services throughout the Treasure Valley, ~~25~~ weekday routes and ~~8~~ seven Saturday routes.

ACHD also operates a Commuter-ride vanpool service. Each van accommodates ~~eleven to fourteen (11 to 14)~~ commuters during the weekday AM and PM peak periods. ACHD does provide Kuna citizens park-and-ride carpooling services to compensate for the lack of van pool services.

Non-Motorized Transportation

Kuna's ~~newer~~ subdivisions have sidewalks installed along the streets, providing ~~places for people an area for pedestrians to walk.~~ All ~~told~~. ~~There are~~ Kuna has several bicycle lanes and pedestrian pathways throughout Kuna. ~~Presently, there is a greenbelt along Indian Creek and Bernie Fisher Park, including the following locations.~~

- ~~Deer Flat Road, between Ten Mile Road and Linder Road~~
- ~~Ten Mile Road, between Deer Flat Road and 4th Street~~
- ~~West 4th Street, between Ten Mile Road and School Avenue~~
- ~~Boise Street, between Ten Mile Road and Hubbard Elementary School~~

The City has established a policy to work with developers and ACHD to install 8-foot sidewalks on ~~major mobility~~arterial routes throughout the City. ~~road sections would be high priority projects for the community.~~



9.5 Future Conditions

Future Traffic Growth

The COMPASS travel demand model provides information on projected daily traffic volumes for the year 20302035 on Kuna's major roads. The travel demand model predicts that the busiest roads in the Kuna area will be:

- Highway 69 from Kuna/Avalon north to Interstate 84 (24,000 – 29,000 vehicles per day)
- Amity Road between Highway 69 and Black Cat Road (14,000 – 16,000 vehicles per day)
- Kuna Road, connecting Kuna residents to communities to the west (9,000 – 11,000 vehicles per day)
- Main Street/Avalon Street, in Kuna's downtown area (10,000 – 13,000 vehicles per day)

It should be noted that COMPASS travel demand model has been historically understated; —it is likely these aforementioned roads will/could experience much greater travel volumes by 20302035 than forecasted.

Kuna Mora Road will be a major transportation facility in the future if growth occurs as planned along that corridor. Kuna Mora Road will connect Interstate 84 with Bowmont Road through Canyon County and will serve as a major distributor of east and west traffic—east and west along the southern reaches of Kuna. The Kuna Mora Corridor Study identifies the potential for this roadway to accommodate up to 50,000 vehicles per day by 20302035. This considerable increase in daily traffic volumes can be attributed to projected residential growth along the corridor and its redevelopment as part of an interstate loop serving, in part as an Interstate 84 bypass. Canyon County Highway District adopted the the bypass along Bowmont Road to the Ada County line.

Proposed Roadway Improvements

Few street improvements of significance are planned in Kuna for the immediate future. The ACHD 5-Year Plan includes the following projects for Kuna:

- ~~Deer Flat Road: Widen to three (3) lanes between Ten Mile Road and Highway 69, 2009~~
- ~~Ten Mile Road: Indian Creek Bridge Rehabilitation, 2013~~
- ~~King Road: Indian Creek Bridge Rehabilitation, 2010~~
- ~~Bridge Avenue: Rebuild intersection, 2013~~
- ~~Signalization of the Highway 69/Columbia Road intersection, 2010~~
- Linder/3rd Street/Main Street: Intersection Improvements
- Downtown Improvements
- Columbia Road and Ten Mile Road: Intersection Improvements
- Kay Avenue and East Avalon Street: Intersection Improvements
- Indian Creek Greenbelt at Bridge Avenue: Enhanced Pedestrian Crossing



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The COMPASSACHD's Long-Range Capital Improvement Plan also includes several improvements for the Kuna area:

- Amity Road from Ten Mile to Highway 69 to be widened from two to five lanes in 2027-2031.
- Avalon Street from Linder Road to Orchard Avenue to be widen from two to three lanes in 2022-2026.
- Signals and widening are scheduled along Lake Hazel at Highway 69, Linder Road, and Ten-Mile Road in 2022-2026.
- Widen Linder Road to five (5) lanes from Kuna Mora Road to Ustick Road, including a railroad crossing in Kuna.
- Connect Highway 69 to Kuna Mora Road, which would require a bridge across Indian Creek and an overpass over the Union Pacific Railroad Line.
- Extend Kuna Mora Road westward to Highway 45.
- Preservation of McDermott Road as a 4-lane expressway, and extending it southward to connect to Kuna Mora Road.

~~These COMPASS improvements are identified as "illustrative", meaning that funding sources for these projects are unknown at this time.~~

Several other roadway issues have been identified needing a long-term resolution including:

- ~~Preserving Highway 69, Ten Mile Road and Kuna Mora Road as high capacity and high-speed roadways.~~
- Preservation of McDermott Road as a four-lane expressway, and extending it southward to connect to Kuna Mora Road.
- Preserving several half-mile section lines.
- ~~Installing an overpasses over the Union Pacific Railroad Line-tracks and bridges across Indian Creek to unite the north and south sides of town. ACHD conducted the Kuna Crossing Feasibility and Implementation Plan that was compiled in January 2014 by Kittleson and Associates, Inc. This document is a result of input from various agencies, public and the Project Management Team. On February 4, 2014 City Council adopted and recommended to ACHD the Shortline Street at-grade realignment with Stagecoach Way and an overpass on Swan Falls Road that crossed the railroad tracks and Indian Creek. ACHD approved Kuna City Council's recommendation on February 5, 2014. Two (2) connection options for rail/water bridges and overpasses are: Ten Mile Road and Highway 69.~~
- ~~Diverting regional truck Truck traffic is planned to be diverted away from Kuna's Main Street and by redirecting it onto Shortline Streeter King Roads, as part of Kuna's downtown revitalization efforts. The City will need to complement this action with enforcement strategies to discourage trucks traffic on Main Street.~~
- Widen Linder Road from two lanes to five lanes to Kuna Mora Road.
- Extend Kuna Mora Road westward to Highway 45.



Proposed Functionally Classified Road Street Circulation Map

The proposed 2030/2035 Functional Classification Roadmap Street Circulation Map shows-identifies the location and type of proposed roads in Kuna. The street types are based on ADHD's and COMPASS functional classifications for 2030/2035 as-and enhanced by Kuna. These classifications build on the existing street network and provide a system of collectors on a half-mile grid. As Kuna continues to grow, more pressure will be placed on its roadways reinforcing and thus the need to preserve its half-mile section corridors essential. The COMPASS map includes the following street classifications: interstate, expressway, principal arterial, minor arterial, major collector and minor collector. COMPASS applies this road classification system to all functional Ada County roads as well as those contemplated for future road functionality assignments. The COMPASS map attempts to identify area roads and their functionality based on traffic volumes, population growth, and development densities, and land use patterns.

The map reflects COMPASS' road functionality system and identifies areas where roads may be installed as the community grows within a draft planning boundary relying upon the COMPASS road classification system. This map identifies the roads within the Kuna area that possess certain characteristics that determine its functionality based on level of mobility, system access and level of accessibility. Each type of functional road is designed to carry a certain range of daily traffic volume at a certain level of service (LOS). These functional characteristics are grouped together into a street classification system that corresponds to these attributes. Each road type has a certain right-of-way width, number of lanes and other variables that distinguish them from one another based on their functionality. An important attribute of this map is the preservation of the section line road and half-mile section line road corridors for areas of Kuna that are developing. It is important to establish where roads will go before development occurs so that the transportation corridors can be preserved to accommodate future transportation needs. Preservation of the section line and half mile section (by their inclusion on a transportation map) protects the community's long-term transportation grid system.

Grid Expansion

Grid History and Background

The following discussion is provided to offer context and a historical perspective of how street networks and land use planning has evolved over time within the United States.

Use of a transportation grid system has been a common practice since medieval times and earlier in some cases. In the United States, the grid system was widely used in most major cities and their suburbs until the 1960s. However, during the 1920s, the rapid adoption of the automobile caused a concern among urban planners, who claimed the grid system caused cars to speed and had the prospect to harm pedestrians. Planners called for an inwardly focused "superblock" arrangement that minimized through neighborhood automobile traffic by discouraging it from traveling on anything other than arterial roads. Traffic generators, such as apartment complexes and shops, would be restricted to the



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edges of the superblock, along the arterial. This mindset prevailed in many communities across the nation between 1930 and 1960.

In the 1960s, traffic engineers and urban planners abandoned the grid system wholesale in favor of curvilinear streets designed to slow and discourage vehicular traffic. This action led to a thoroughly "asymmetric" street arrangement in which a residential subdivision, often surrounded by a noise wall or a security gate, is completely separated from the road network, except for one or two (2) connections to arterial roads. Virtually all traffic is funneled onto a few main roadways. This practice has resulted in many transportation and land use problems including: increased traffic congestion on arterial roadways, separation and isolation of neighborhoods and commercial centers, loss of "community", impacts to human health, slower emergency response times, higher expenditure of public resources to maintain roadways and infrastructure.

~~Essentially, this alternative has not lived up to its touted improvement value, thus a need to reexamine the benefits of the historic grid system.~~

Benefits of a gridded street network include:

- Increased ease of navigation as addressing can be easily tied to the grid.
- Faster emergency response times.
- Promotion of multiple modes of transportation including transit, walking, and driving.
- More intersections mean shorter walking distances to commercial districts and transit for pedestrians.
- Minimizes and reduces the potential for traffic congestion by dispersing traffic onto multiple roadways for daily travel, ~~as well as and assist~~ in the event of an accident or unexpected disasters.
- Promotes efficient use of infrastructure systems. Grid street patterns are generally considered to be less expensive than curvilinear, suburban street plans because fewer road miles are needed to serve the same population.
- Recent studies have found higher traffic fatality rates in outlying suburban areas than in central cities and inner suburbs possessing smaller blocks and more-connected street patterns.
- Decreased severity of accidents. The frequency of intersections encourages lower travel speeds, which produce less severe type traffic accidents.

Kuna Street Grid

The Plan promotes the preservation of a grid of streets throughout the City to ensure mobility and connectivity. At a minimum, the City requires preservation of future roadway corridors for both the section lines, and the half-mile between sections. In areas where development abuts an identified Mobility transportation Corridor corridor (currently Highway 69 and Kuna Mora Road, ~~and Ten Mile Road~~), a backage road will be required where feasible and practical. ~~at~~ The backage road will need to be a minimum distance separation of 660 feet from the Corridor's centerline for an ingress/egress.



Generally, the tighter the grid, the greater the transportation efficiency. Residents of Kuna have expressed that they like the City the way it is with respect to circulation patterns and connectivity, and do not want to see changes that would erode the existing transportation grid development patterns. The community has also expressed a desire for Kuna to be a more connected and walkable community.

While the City intends to preserve the half-mile grid, ~~a tighter overall grid network should be considered.~~ The City should consider requiring quarter-mile connections to adjacent subdivisions. Recent residential development has naturally fallen within a quarter-mile grid. Accordingly, it is recommended that the City revise its subdivision ordinance, to ensure that future development connects adjoining lands. The ability to connect developments together is critical to ensuring the capacity for walking, biking and driving in new neighborhoods.

Intersection and Bridge Improvements

Two ~~(2)~~ roundabouts are proposed downtown, to aid in its revitalization and to improve traffic safety. Roundabouts are proposed where Avalon Road aligns with Shortline Road at the convergence of Avalon, Bridge and Shortline roadways and also at the intersection of Avalon, Main and Linder. A roundabout is in design and scheduled for construction in 2017 at the intersection of Main, Linder and 3rd Street. These traffic devices have the potential to improve circulation at two ~~(2)~~ of the City's four ~~(4)~~ intersections that collectively account for 20 percent of Kuna's traffic accidents. Roundabouts are helpful for distributing traffic at complex intersections. Other intersections shown on the ~~20302035 Functional Classification RoadStreet Circulation mMap~~ may ~~need necessitate~~ signalization. Transportation criteria known as warrants must be met before road intersections are eligible for signalization. Important to the timing and placement of these signal lights is cost consideration: ~~it~~ generally costs between \$250,000 and \$500,000 dollars to install ~~four~~-way traffic signalization at an intersection.

Other high priority transportation improvements relate to the installation of bridge crossings over Indian Creek and overpasses constructed over the railroad lines. As a matter of policy, the Union Pacific Railroad Line does not allow for the construction of "at-grade" railroad crossings. This means Therefore, any more-additional road crossings across railroad lines in Ada County will have to be either through the closing and substituting of another at-grade railroad crossing or through the installation of an overpass or underpass. An overpassBoth options likely require significant multi-million dollar investmentcosts millions of dollars. Thus, the City's ~~20302035 Functional Classification RoadStreet Circulation mMap~~ shows a limited number of roads crossing the railroad tracks. Likewise, few additional bridges are contemplated across Indian Creek because of the associated costs.

Transportation Mobility Corridors

The City has identified ~~five (5) six~~ Mobility transportation Corridors. These roadways will serve as primary access routes to and from the City. The residents of Kuna expressed a strong desire to ensure that these roadways are preserved as fast-moving farm to market routes, unencumbered with multiple driveways and intersections. The identified Corridors are:

- Cloverdale Road
- Highway 69 (Meridian/Kuna Road)



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- Kuna Mora Road
- Ten Mile Road
- McDermott Road
- ~~Columbia Road~~
- ~~Barker Road~~

Each of these roadways, where practical and feasible, would be flanked by a backage road to service the abutting development. These backage roads will parallel the mobility transportation corridors ~~with at a distance~~ separation of ~~660-several~~ feet from the roadway centerlines.

The ~~C~~corridors will be accessed by full intersections every mile, corresponding to the section lines and possibly every half-mile corresponding to the half-mile section. They will be subject to stringent access management controls. The City is also looking at other roadways to serve the community as Mobility transportation ~~C~~corridors.

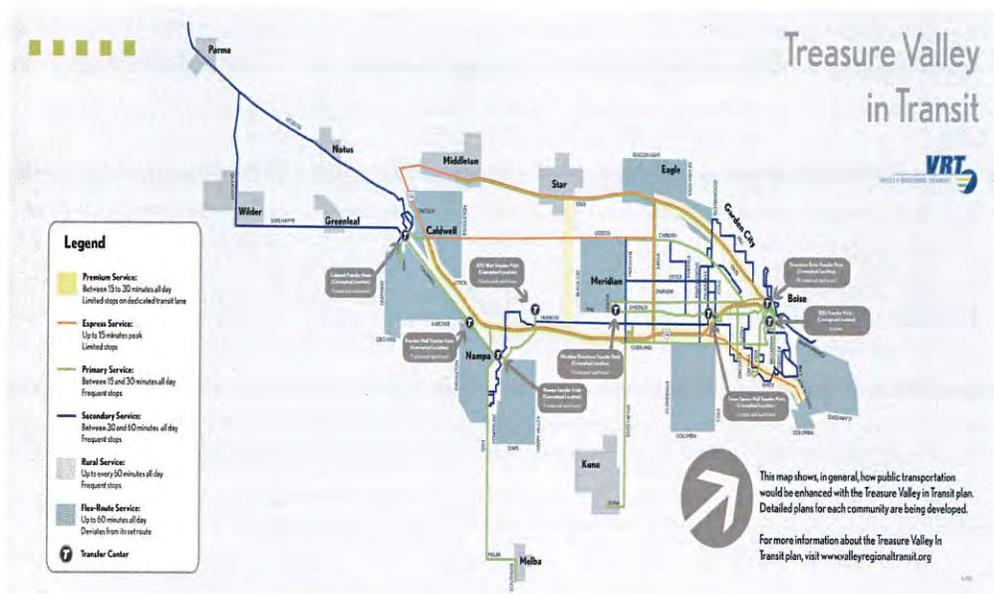
Future Transit

The COMPASS Long Range Plan identifies one transit improvement in Kuna: The adding of a bus service and thereby connecting Kuna to the greater Treasure Valley.

~~At this time, no funding is available for transit service expansion even though the concept has been studied in detail.~~ Participants in the public workshops expressed a desire to have transit service connecting Kuna to downtown Boise, medical centers, schools, and other facilities. However, the success of a transit system is directly related to the land uses surrounding it: ~~Transit~~ Transit thrives in areas of high density, where many potential transit users have walking distance access to the transit lines.

A park-and-ride lot is proposed in along Highway 69 and downtown Kuna. ~~These~~ these facilities can help Kuna reduce transportation trips, increase conservation of natural resources, lessen roadway congestion, ~~and~~ improve traffic safety and air quality. ~~At present~~ Presently, the citizens of Kuna have to travel several miles north of the City to access ~~a the closest~~ park-and-ride location that is ~~en-at Highway 69 and~~ Overland Road.





Future Non-motorized Facilities

Non-motorized facilities can be divided into bicycle and pedestrian. Both non-motorized methods have been addressed in ACHD’s street sections and should be supplemented by developer-installed pathways.

Financial revenues available for bicycle and pedestrian improvements include: **T**ransportation **E**nhancement revenues, **S**afe **R**outes to **S**chools funds, **e**conomic **d**evelopment **g**rants and **R**ecreational **T**rail program grants. State revenue sources include State Parks and Recreation, Rails to Trails, and Community Development Block Grants (**C****D****D****C****D****B****G**).

Proposed Bicycle Facilities

Bicycle facilities generally fall into three (3) types: **p**ath**w**ays/**g**reen**b**elt, lanes, and routes. Bicycle **p**ath**w**ays are typically paved, completely separated from roadways, and frequently accommodate both bicyclists and pedestrians. Bicycle **l**anes are striped on roadways, indicating a **4** **f**our to **5** **f**ive-foot wide space for bicyclists between **t**he **t**ransport lanes and the curb. **r**outes are bicycle routes on roadways where signage is provided intermittently along the road alerting motorists to the presence of cyclists, but where no specific lane or space on the roadway is allotted for cyclists. There are many types of cyclists, who may prefer a variety of bicycle facilities. For instance, families with small children may prefer bicycle paths that limit exposure to passing vehicles. In contrast, bicycle commuters may prefer bicycle lanes to avoid maneuvering around other pathway users and to maintain higher travel speeds.



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This Plan ~~has~~ proposed bike lanes on the half-mile streets ~~and~~ retrofitting existing roads to accommodate bike lanes. ~~will not~~ ~~This effort is not expected to~~ be accomplished overnight. However, Kuna is one of the fastest-growing cities in the Treasure Valley, and ~~may as a result could~~ receive greater transportation consideration over time ~~due to reflecting the City's projected growth that is projected to occur~~. Bicycle routes are generally utilized where heavy bicycle traffic is present but the roadway widths are inadequate to accommodate a bicycle lane.

A bicycle ~~pathway-lane~~ network should be designed to provide access to Kuna's major activity generators. This would include parks, schools, and commercial centers. These ~~pathways-lanes~~ should be paved to allow access to the greatest number of potential users. If bicycle and pedestrian space separation is desired on the pathway system, this may be indicated using pavement striping and signage.

Proposed Pedestrian Facilities

Kuna's ~~current roadway cross-sections do not always include pedestrian facilities such as sidewalks. The City should~~ ~~is working~~ with developers and ACHD to provide ~~eight-foot~~ sidewalks ~~on arterials and collectors~~ throughout the City, ~~on at least one side of the road, in key pedestrian priority areas~~. This will include areas around parks, schools, the City Center, and major mobility routes.

Kuna has the capacity through its land use authority to direct the distribution of pathways outside of ACHD's right-of-way, as described in the discussion on bicycle and pedestrian paths. If these pathways must cross roadways, then Kuna will coordinate their placement with ACHD to ensure safe crossings for pathway users. Kuna will work with property owners and developers to add landscaping along roadways.

9.6 Tools and Implementation Strategies

- Require new development to ~~build-construct~~ collector roads in order to implement the proposed ~~20302035 Functional Classification Road Street Circulation Plan~~ ~~Map~~, and according to the roads sections identified in the City's subdivision ordinance.
- Coordinate with ACHD, ITD, and COMPASS to integrate Kuna's land use plans with the ~~R~~regional ~~T~~ransportation ~~P~~lans.
- Coordinate with adjacent communities across jurisdictional boundaries for efficient regional transportation planning.





CITY OF KUNA

**PO BOX 13 KUNA, ID 83643 * 763 AVALON * PH. 208.922.5546 * FAX
208.922.5989 * JOHN@CITYOFKUNA.COM**

TO: Mayor Nelson and Members of City Council
FROM: John Marsh – Kuna City Treasurer
SUBJECT: TENTATIVE FYE 2015 BUDGET WORKSHOP CALENDAR
DATE: 4/11/2014

The public hearing date proposed for the FYE 2015 annual budget appropriation pursuant to Idaho Code 50-1002 is as follows:

- **Date:** Tuesday, September 2, 2014
- **Time:** 7:00 PM Mountain Daylight Time
- **Place:** Kuna City Council Chambers at 763 W. Avalon Street, Kuna, Idaho 83634

The date proposed above is strategically placed to allow for ample time to craft the City's annual budget and to meet the deadline for the City to certify its property tax levy to county commissioners. Per Idaho Code Sections 50-102 & 63-803, the last day for city budget hearings and council approval of the budget is Wednesday, September 3, 2014. The deadline for certification to the county commissioners is Thursday, September 4, 2014.

A proposed budget workshop calendar for the FYE 2015 budget cycle will be provided to you in early May. The budget workshops are anticipated to begin in early June and end with the public hearing on September 2. The entire budget setting process wraps up with the certification of the property tax levy to Ada County Commissioners on or before September 4.

If City Council would like to propose a different date for the public hearing, please open this item up for discussion. If no proposed changes, the aforementioned date will be relayed to Ada County for publication.

All necessary supporting documents will be provided to you prior to each budget workshop date.

Thank You!

ORDINANCE NO. 2014-05

AN ORDINANCE AMENDING SECTION 3-1-3(E) OF CHAPTER 1, TITLE 3, KUNA CITY CODE, STRIKING THE WORD “BEER” FROM THE SECTION “LIQUOR BY THE DRINK”; INCORPORATING ORDINANCE NO. 2006-25A INTO THE CHAPTER WHERE THE PHRASE “ONE HALF OR” WAS STRUCK FROM SECTION 3-1-18 OF THE CHAPTER; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KUNA, ADA COUNTY, IDAHO, as follows:

CHAPTER 1 ALCOHOLIC BEVERAGES

SECTION:

3-1-1: LICENSE REQUIRED:

3-1-2: ADOPTION OF STATE CODE AND DEFINITIONS:

3-1-3: TYPES OF LICENSES AND FEES:

3-1-4: REDUCED FEE FOR PORTIONS OF A YEAR:

3-1-5: APPLICATION FOR LICENSE:

3-1-6: CITY COUNCIL REVIEW OF ALL APPLICATIONS:

3-1-7: DECISION BY THE CITY COUNCIL:

3-1-8: LICENSE DOES NOT CREATE A PROPERTY RIGHT:

3-1-9: LICENSE NOT TRANSFERABLE:

3-1-10: CHANGE IN LOCATION OF THE LICENSED PREMISES:

3-1-11: LICENSES SHALL BE POSTED ON THE PREMISES:

3-1-12: TERM OF LICENSES AND EXPIRATION:

3-1-13: HOURS OF OPERATION:

3-1-14: SUSPENSION OR REVOCATION OF LICENSE:

3-1-15: LOCATION OF LICENSED PREMISES:

3-1-16: CONDUCT ON LICENSED PREMISES:

3-1-17: VIOLATIONS ARE MISDEMEANOR CRIMINAL OFFENSES:

3-1-18: LICENSES EXISTING AT ADOPTION HEREOF:

3-1-1: LICENSE REQUIRED:

No person, organization or entity shall sell beer, wine or liquor within the city of Kuna without first obtaining an appropriate license from the state of Idaho and an appropriate license from the city of Kuna and any licenses from the county of Ada which may be required by state law.

3-1-2: ADOPTION OF STATE CODE AND DEFINITIONS:

The laws of the state of Idaho codified in title 23, Idaho Code, as presently in effect and which may hereafter be amended are hereby adopted for the purpose of governing and regulating the licensing, sale and use of alcoholic beverages within the city of Kuna, except as modified or supplemented by this chapter. The definitions of title 23, Idaho Code, shall also be the definitions used for terms used in this chapter, unless the context clearly requires a different definition or a different definition is provided.

3-1-3: TYPES OF LICENSES AND FEES:

- A. Off premises beer: This license is for the retail sale of beer in bottles or cans to be taken away from the premises and not to be consumed or opened on the premises where sold.

- B. On premises beer: This license is for the retail sale of beer by draught, bottle or can for consumption only on the premises where sold.
- C. Off premises wine: This license, similar to a retail wine license under Idaho law, is for the retail sale of wine that is not to be consumed on the premises where sold.
- D. On premises wine: This license, similar to a wine by the drink license under Idaho law, is for the retail sale of wine for consumption only on the premises where sold.
- E. Liquor by the drink: This license is for the retail sale of liquor, ~~beer~~ and wine by the drink to be consumed only on the premises where sold. This license also includes the sale of wine for consumption off the premises where sold.
- F. Change of location: This is an application to change the physical location of the licensed premises. The application fee for this request shall be fifteen percent (15%) of the application fee associated with the applicable license(s).

The fees for the various licenses described in this section shall be set by resolution of the city council.

3-1-4: REDUCED FEE FOR PORTIONS OF A YEAR:

Applications submitted on or after August 1 but before November 1 shall carry a fee of seventy five percent (75%) of the annual fee adopted by the city council for the particular license sought. Applications submitted on or after November 1 shall carry a fee of fifty percent (50%) of the annual fee. As renewal licenses shall be granted for a one year period there shall be no reduction in fees for renewals. Nor shall there be a reduction in, or rebate of, fees for licenses which have been canceled, suspended, revoked, forfeited or abandoned.

3-1-5: APPLICATION FOR LICENSE:

Every retailer intending to sell beer, wine or liquor within the city of Kuna shall first make application to the city upon a form furnished by the city clerk. Such application shall contain such information as may be required by the mayor and city council. Each application shall also contain copies of the applicant's state license and application and, if required, copies of the applicant's county license and application. The application shall identify the type of license sought, the location of the premises to be licensed and payment in full of the license fee. Completed applications shall be submitted to the city clerk. The clerk shall not accept any applications which are not complete. An application shall be deemed submitted when it has been accepted by the city clerk. At the time an application is submitted, the city clerk shall inform the applicant of the date of the city council meeting wherein the application will be considered.

3-1-6: CITY COUNCIL REVIEW OF ALL APPLICATIONS:

Every application for a license submitted under this chapter shall be reviewed by the city council. This includes initial applications as well as applications for renewal. The city clerk shall place each submitted application on the agenda for the next regularly scheduled city council meeting provided the application is submitted before twelve o'clock (12:00) noon on Thursday of the week before the meeting. Applications not meeting this deadline shall be placed on the agenda for the meeting following the next regularly scheduled meeting.

Each applicant shall personally appear before the city council at the appointed time and place to answer any questions the council may have regarding the application. The city council, in its own discretion, may allow the applicant to have questions answered by a designee, who must also be personally present at the appointed council meeting. The applicant, or designee, is entitled to make a presentation to the city council in support of the application, including submitting additional documents not included in the application. The city council, in its own discretion, may also allow public comment on any application under this chapter, either in writing or presented orally at the council meeting. The applicant shall be allowed an opportunity to answer or rebut any material presented by the public.

3-1-7: DECISION BY THE CITY COUNCIL:

The city council may approve the license, deny the license, or delay decision on the application. In its denial of a license, the city council shall specify the reasons for such denial, including the laws or ordinances relied upon, and shall advise the applicant of steps, if any, that applicant could take to obtain a license. The city council may, for any reason, delay decision on an application and continue consideration of such application to a future council meeting. In no event, however, shall the council delay consideration of an application for more than thirty (30) days from the date such application first appears on the council agenda. If no decision is made within thirty (30) days that an application first appears on the council agenda, it shall be deemed denied for the purpose of seeking judicial review.

3-1-8: LICENSE DOES NOT CREATE A PROPERTY RIGHT:

A license granted under this chapter is a license only and does not create any rights in the licensee to assign, transfer, pledge or renew such license.

3-1-9: LICENSE NOT TRANSFERABLE:

No license issued under this chapter may be assigned, given, sold, pledged or otherwise transferred to another without the written consent and approval of the mayor and city council.

3-1-10: CHANGE IN LOCATION OF THE LICENSED PREMISES:

A licensee desiring to change the location of the premises described in the license shall make a written request particularly describing the proposed change and the reasons therefor to the city clerk and shall pay the full fee associated with such request. The clerk shall place the request on the agenda for the next regularly scheduled city council meeting in the same manner as an application under section 3-1-5 of this chapter. The same procedures for a hearing under sections 3-1-5 and 3-1-6 of this chapter shall apply to requests under this section.

3-1-11: LICENSES SHALL BE POSTED ON THE PREMISES:

All licenses issued under this chapter shall be conspicuously posted on the premises of the licensee for the full period of time the license is in effect.

3-1-12: TERM OF LICENSES AND EXPIRATION:

All licenses issued under this chapter shall be valid for a maximum of one year. Each license shall expire at two o'clock (2:00) A.M. on May 1 following the date the license is

issued. For example, a license issued on May 1, 2006, and a license issued January 3, 2007, would both expire on May 1, 2007, at two o'clock (2:00) A.M.

3-1-13: HOURS OF OPERATION:

Beer, wine or liquor may be offered for sale, given away or dispensed from premises licensed under this chapter at any time, with the following exceptions:

- A. No liquor may be sold, given away or otherwise dispensed between the hours of two o'clock (2:00) A.M. and ten o'clock (10:00) A.M. on any premises licensed under this chapter.
- B. No liquor may be sold, given away or otherwise dispensed between the hours of two o'clock (2:00) A.M. on Christmas Day and ten o'clock (10:00) A.M. the following day on any premises licensed under this chapter.
- C. No beer or wine may be sold, given away or otherwise dispensed between the hours of two o'clock (2:00) A.M. and seven o'clock (7:00) A.M. on any premises licensed under this chapter.

3-1-14: SUSPENSION OR REVOCATION OF LICENSE:

- A. All licenses issued under this chapter are conditioned upon strict compliance with the provisions of this chapter and the provisions of Idaho Code, title 23 which may apply to a licensee's corresponding state license. A violation of any of these provisions shall be sufficient cause for suspension or revocation of any license issued under this chapter.
- B. Suspension or revocation of a licensee's corresponding state license shall be sufficient cause for suspension or revocation of any license issued under this chapter.
- C. Intentional misrepresentation of any information in an application for a license under this chapter shall be cause for revocation of any license issued pursuant to such application.
- D. Incorrect information in an application for a license under this chapter shall be sufficient cause for suspension or revocation of any license issued pursuant to such application.
- E. Deviation from representations made to the Kuna planning and zoning commission, the city council or the city planning and zoning staff regarding applications for permits or zoning related to the licensed premises shall be sufficient cause for suspension or revocation of any license issued under this chapter.
- F. A hearing before the city council shall be required before any suspension or revocation of a license issued under this chapter.
- G. A written notice shall be prepared prior to a hearing to suspend or revoke a license under this chapter listing the reasons for such suspension or revocation in sufficient detail that the licensee can prepare evidence or information to address those reasons at the hearing. In addition to the listed reasons, a written notice under this section shall advise the licensee of the date, place and time of the hearing before the city council and shall be hand delivered

to the licensed premises at least five (5) calendar days prior to the hearing and left there with the licensee, a manager, or someone else in charge.

- H. At the suspension or revocation hearing, the city council shall receive all information or testimony the council may deem relevant. Witnesses may be compelled to attend such hearing and give testimony under the authority of Idaho Code section 50-216. The licensee shall be allowed to present all information in whatever form the licensee desires to rebut unfavorable information or which may mitigate any penalty imposed by the council. The formal rules of evidence applicable to court proceedings shall not apply at such a hearing, nor shall the licensee be allowed to ask questions of persons testifying before the council.
- I. The city council shall, in its sole discretion, evaluate all information presented at the hearing and determine whether sufficient cause exists for suspension or revocation of the license at issue. Should the council find such cause exists, it may revoke the license or impose a suspension of such license for a period of time not to exceed one year.
- J. A hearing under this section shall be recorded so that a verbatim transcript can be prepared, if necessary.
- K. A licensee may request, within ten (10) calendar days of the hearing, that the city council reconsider any decision made at the hearing by submitting to the city clerk a written document challenging one or more of the council's findings of fact or conclusions of law.
- L. In its sole discretion, the council may review its decision pursuant to the request for reconsideration. Such review shall be limited to a review of the verbatim transcript and any other information submitted for review at the hearing. The council may affirm its decision, modify its decision or overturn its decision, but it shall not reopen the hearing or take additional information or testimony.

3-1-15: LOCATION OF LICENSED PREMISES:

- A. Establishments licensed for consumption of alcohol on the premises under subsection 3-1-3B, D or E of this chapter are prohibited within three hundred feet (300') of a school, church or other place of worship. This three hundred foot (300') measurement shall be made from the primary entrance of the licensed premises to the nearest point on the property line of property belonging to a school district, charter school, any organization or entity engaged in the education of children at or below the twelfth grade, or any organization or entity designated as a church or place of worship.
- B. Establishments licensed for consumption of alcohol on the premises under subsection 3-1-3B, D or E of this chapter are prohibited within neighborhoods that are predominantly residential. Whether such neighborhood is predominantly residential depends on the use of neighboring properties, not the particular zoning classification.
- C. Establishments licensed for consumption of alcohol on the premises under subsection 3-1-3B, D or E of this chapter which violate the location restrictions under subsection A or B of this section at the time of adoption hereof shall be allowed to remain in operation as long as there is no change in the use of the premises, no increase in the size of the licensed premises, no proposed transfer of the license, and no change in the type of license sought

for such establishment. This permission to remain in operation creates no rights or entitlement to the licensee.

- D. The city council may, in its sole discretion, grant exceptions to the distance requirements contained in this section. An exception granted for any licensed premises under this section creates no rights or entitlement to the licensee and shall not be the basis for consideration of exceptions to any other proposed licensed premises.
- E. The location restrictions of subsection A of this section, shall not apply in situations where an establishment licensed for consumption of alcohol under subsection 3-1-3B, D or E of this chapter is in place before a school, church or other place of worship becomes located within the location restriction. The restrictions of subsection C of this section, will become applicable to such premises under such circumstances.

3-1-16: CONDUCT ON LICENSED PREMISES:

- A. No person shall open a closed container of beer, wine or liquor or consume any beer, wine or liquor upon the premises of an establishment licensed under subsection 3-1-3A or C of this chapter.
- B. No person shall remove an open container of beer, wine or liquor from the premises of an establishment licensed under section 3-1-3B, D or E of this chapter. No person shall remove an unopened container of beer, wine or liquor from such premises unless authorized under provisions of the Idaho Code.
- C. No person shall serve, sell, dispense or give away beer, wine or liquor upon premises licensed under this chapter in violation of the hours of operation as prescribed in section 3-1-13 of this chapter.
- D. No person shall consume or possess beer, wine or liquor upon premises licensed under this chapter in violation of the hours of operation as prescribed in section 3-1-13 of this chapter, provided that persons possessing open containers of beer, wine or liquor at two o'clock (2:00) A.M. upon premises licensed under subsection 3-1-3B, D or E of this chapter shall be granted a reasonable period of time not to exceed thirty (30) minutes to consume such beer, wine or liquor.
- E. Licensees, and employees or agents of licensees, shall take reasonable steps to ensure that persons upon the licensed premises do not violate the provisions of this chapter or any applicable provisions of title 23, Idaho Code.

3-1-17: VIOLATIONS ARE MISDEMEANOR CRIMINAL OFFENSES:

In addition to suspension or revocation of a license, violations of any of the provisions of this code, including any violations of title 23, Idaho Code, that may apply in any given circumstance are misdemeanor criminal offenses and may subject the violator to criminal prosecution and the potential penalties provided for in section 1-4-1 of this code.

3-1-18: LICENSES EXISTING AT ADOPTION HEREOF:

Licenses issued under this chapter and chapter 2 of this title as they existed prior to adoption hereof shall remain in effect until expiration, abandonment or forfeiture, but in no

event shall they remain in effect beyond two o'clock (2:00) A.M. on January 1, 2007. Such licenses allow the holder to sell beer, wine or liquor as limited by each license. Nothing in this chapter shall be construed to expand or contract the scope of such licenses. Such existing licenses shall be subject to sections 3-1-8, 3-1-9, 3-1-10, 3-1-11, 3-1-13, 3-1-14, 3-1-15, 3-1-16, and 3-1-17 of this chapter and the procedural requirements of sections 3-1-5 and 3-1-6 of this chapter. The fee for seeking to change location of such an existing license shall be ~~one half (1/2) of~~ fifteen percent (15%) of the fee charged for such license. An application seeking a change of location after adoption hereof shall meet all of the requirements of this chapter.

This ordinance shall become effective upon passage and publication as required by law.

ADOPTED this 15th day of April 2014.

CITY COUNCIL OF THE CITY OF KUNA
Ada County, Idaho

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk

ORDINANCE NO. 2014-05

AN ORDINANCE AMENDING SECTION 3-1-3(E) OF CHAPTER 1, TITLE 3, KUNA CITY CODE, STRIKING THE WORD “BEER” FROM THE SECTION “LIQUOR BY THE DRINK”; INCORPORATING ORDINANCE NO. 2006-25A INTO THE CHAPTER WHERE THE PHRASE “ONE HALF OR” WAS STRUCK FROM SECTION 3-1-18 OF THE CHAPTER; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF KUNA, ADA COUNTY, IDAHO, as follows:

CHAPTER 1 ALCOHOLIC BEVERAGES

SECTION:

3-1-1: LICENSE REQUIRED:

3-1-2: ADOPTION OF STATE CODE AND DEFINITIONS:

3-1-3: TYPES OF LICENSES AND FEES:

3-1-4: REDUCED FEE FOR PORTIONS OF A YEAR:

3-1-5: APPLICATION FOR LICENSE:

3-1-6: CITY COUNCIL REVIEW OF ALL APPLICATIONS:

3-1-7: DECISION BY THE CITY COUNCIL:

3-1-8: LICENSE DOES NOT CREATE A PROPERTY RIGHT:

3-1-9: LICENSE NOT TRANSFERABLE:

3-1-10: CHANGE IN LOCATION OF THE LICENSED PREMISES:

3-1-11: LICENSES SHALL BE POSTED ON THE PREMISES:

3-1-12: TERM OF LICENSES AND EXPIRATION:

3-1-13: HOURS OF OPERATION:

3-1-14: SUSPENSION OR REVOCATION OF LICENSE:

3-1-15: LOCATION OF LICENSED PREMISES:

3-1-16: CONDUCT ON LICENSED PREMISES:

3-1-17: VIOLATIONS ARE MISDEMEANOR CRIMINAL OFFENSES:

3-1-18: LICENSES EXISTING AT ADOPTION HEREOF:

3-1-1: LICENSE REQUIRED:

No person, organization or entity shall sell beer, wine or liquor within the city of Kuna without first obtaining an appropriate license from the state of Idaho and an appropriate license from the city of Kuna and any licenses from the county of Ada which may be required by state law.

3-1-2: ADOPTION OF STATE CODE AND DEFINITIONS:

The laws of the state of Idaho codified in title 23, Idaho Code, as presently in effect and which may hereafter be amended are hereby adopted for the purpose of governing and regulating the licensing, sale and use of alcoholic beverages within the city of Kuna, except as modified or supplemented by this chapter. The definitions of title 23, Idaho Code, shall also be the definitions used for terms used in this chapter, unless the context clearly requires a different definition or a different definition is provided.

3-1-3: TYPES OF LICENSES AND FEES:

- A. Off premises beer: This license is for the retail sale of beer in bottles or cans to be taken away from the premises and not to be consumed or opened on the premises where sold.

- B. On premises beer: This license is for the retail sale of beer by draught, bottle or can for consumption only on the premises where sold.
- C. Off premises wine: This license, similar to a retail wine license under Idaho law, is for the retail sale of wine that is not to be consumed on the premises where sold.
- D. On premises wine: This license, similar to a wine by the drink license under Idaho law, is for the retail sale of wine for consumption only on the premises where sold.
- E. Liquor by the drink: This license is for the retail sale of liquor and wine by the drink to be consumed only on the premises where sold. This license also includes the sale of wine for consumption off the premises where sold.
- F. Change of location: This is an application to change the physical location of the licensed premises. The application fee for this request shall be fifteen percent (15%) of the application fee associated with the applicable license(s).

The fees for the various licenses described in this section shall be set by resolution of the city council.

3-1-4: REDUCED FEE FOR PORTIONS OF A YEAR:

Applications submitted on or after August 1 but before November 1 shall carry a fee of seventy five percent (75%) of the annual fee adopted by the city council for the particular license sought. Applications submitted on or after November 1 shall carry a fee of fifty percent (50%) of the annual fee. As renewal licenses shall be granted for a one year period there shall be no reduction in fees for renewals. Nor shall there be a reduction in, or rebate of, fees for licenses which have been canceled, suspended, revoked, forfeited or abandoned.

3-1-5: APPLICATION FOR LICENSE:

Every retailer intending to sell beer, wine or liquor within the city of Kuna shall first make application to the city upon a form furnished by the city clerk. Such application shall contain such information as may be required by the mayor and city council. Each application shall also contain copies of the applicant's state license and application and, if required, copies of the applicant's county license and application. The application shall identify the type of license sought, the location of the premises to be licensed and payment in full of the license fee. Completed applications shall be submitted to the city clerk. The clerk shall not accept any applications which are not complete. An application shall be deemed submitted when it has been accepted by the city clerk. At the time an application is submitted, the city clerk shall inform the applicant of the date of the city council meeting wherein the application will be considered.

3-1-6: CITY COUNCIL REVIEW OF ALL APPLICATIONS:

Every application for a license submitted under this chapter shall be reviewed by the city council. This includes initial applications as well as applications for renewal. The city clerk shall place each submitted application on the agenda for the next regularly scheduled city council meeting provided the application is submitted before twelve o'clock (12:00) noon on Thursday of the week before the meeting. Applications not meeting this deadline shall be placed on the agenda for the meeting following the next regularly scheduled meeting.

Each applicant shall personally appear before the city council at the appointed time and place to answer any questions the council may have regarding the application. The city council, in its own discretion, may allow the applicant to have questions answered by a designee, who must also be personally present at the appointed council meeting. The applicant, or designee, is entitled to make a presentation to the city council in support of the application, including submitting additional documents not included in the application. The city council, in its own discretion, may also allow public comment on any application under this chapter, either in writing or presented orally at the council meeting. The applicant shall be allowed an opportunity to answer or rebut any material presented by the public.

3-1-7: DECISION BY THE CITY COUNCIL:

The city council may approve the license, deny the license, or delay decision on the application. In its denial of a license, the city council shall specify the reasons for such denial, including the laws or ordinances relied upon, and shall advise the applicant of steps, if any, that applicant could take to obtain a license. The city council may, for any reason, delay decision on an application and continue consideration of such application to a future council meeting. In no event, however, shall the council delay consideration of an application for more than thirty (30) days from the date such application first appears on the council agenda. If no decision is made within thirty (30) days that an application first appears on the council agenda, it shall be deemed denied for the purpose of seeking judicial review.

3-1-8: LICENSE DOES NOT CREATE A PROPERTY RIGHT:

A license granted under this chapter is a license only and does not create any rights in the licensee to assign, transfer, pledge or renew such license.

3-1-9: LICENSE NOT TRANSFERABLE:

No license issued under this chapter may be assigned, given, sold, pledged or otherwise transferred to another without the written consent and approval of the mayor and city council.

3-1-10: CHANGE IN LOCATION OF THE LICENSED PREMISES:

A licensee desiring to change the location of the premises described in the license shall make a written request particularly describing the proposed change and the reasons therefor to the city clerk and shall pay the full fee associated with such request. The clerk shall place the request on the agenda for the next regularly scheduled city council meeting in the same manner as an application under section 3-1-5 of this chapter. The same procedures for a hearing under sections 3-1-5 and 3-1-6 of this chapter shall apply to requests under this section.

3-1-11: LICENSES SHALL BE POSTED ON THE PREMISES:

All licenses issued under this chapter shall be conspicuously posted on the premises of the licensee for the full period of time the license is in effect.

3-1-12: TERM OF LICENSES AND EXPIRATION:

All licenses issued under this chapter shall be valid for a maximum of one year. Each license shall expire at two o'clock (2:00) A.M. on May 1 following the date the license is

issued. For example, a license issued on May 1, 2006, and a license issued January 3, 2007, would both expire on May 1, 2007, at two o'clock (2:00) A.M.

3-1-13: HOURS OF OPERATION:

Beer, wine or liquor may be offered for sale, given away or dispensed from premises licensed under this chapter at any time, with the following exceptions:

- A. No liquor may be sold, given away or otherwise dispensed between the hours of two o'clock (2:00) A.M. and ten o'clock (10:00) A.M. on any premises licensed under this chapter.
- B. No liquor may be sold, given away or otherwise dispensed between the hours of two o'clock (2:00) A.M. on Christmas Day and ten o'clock (10:00) A.M. the following day on any premises licensed under this chapter.
- C. No beer or wine may be sold, given away or otherwise dispensed between the hours of two o'clock (2:00) A.M. and seven o'clock (7:00) A.M. on any premises licensed under this chapter.

3-1-14: SUSPENSION OR REVOCATION OF LICENSE:

- A. All licenses issued under this chapter are conditioned upon strict compliance with the provisions of this chapter and the provisions of Idaho Code, title 23 which may apply to a licensee's corresponding state license. A violation of any of these provisions shall be sufficient cause for suspension or revocation of any license issued under this chapter.
- B. Suspension or revocation of a licensee's corresponding state license shall be sufficient cause for suspension or revocation of any license issued under this chapter.
- C. Intentional misrepresentation of any information in an application for a license under this chapter shall be cause for revocation of any license issued pursuant to such application.
- D. Incorrect information in an application for a license under this chapter shall be sufficient cause for suspension or revocation of any license issued pursuant to such application.
- E. Deviation from representations made to the Kuna planning and zoning commission, the city council or the city planning and zoning staff regarding applications for permits or zoning related to the licensed premises shall be sufficient cause for suspension or revocation of any license issued under this chapter.
- F. A hearing before the city council shall be required before any suspension or revocation of a license issued under this chapter.
- G. A written notice shall be prepared prior to a hearing to suspend or revoke a license under this chapter listing the reasons for such suspension or revocation in sufficient detail that the licensee can prepare evidence or information to address those reasons at the hearing. In addition to the listed reasons, a written notice under this section shall advise the licensee of the date, place and time of the hearing before the city council and shall be hand delivered

to the licensed premises at least five (5) calendar days prior to the hearing and left there with the licensee, a manager, or someone else in charge.

- H. At the suspension or revocation hearing, the city council shall receive all information or testimony the council may deem relevant. Witnesses may be compelled to attend such hearing and give testimony under the authority of Idaho Code section 50-216. The licensee shall be allowed to present all information in whatever form the licensee desires to rebut unfavorable information or which may mitigate any penalty imposed by the council. The formal rules of evidence applicable to court proceedings shall not apply at such a hearing, nor shall the licensee be allowed to ask questions of persons testifying before the council.
- I. The city council shall, in its sole discretion, evaluate all information presented at the hearing and determine whether sufficient cause exists for suspension or revocation of the license at issue. Should the council find such cause exists, it may revoke the license or impose a suspension of such license for a period of time not to exceed one year.
- J. A hearing under this section shall be recorded so that a verbatim transcript can be prepared, if necessary.
- K. A licensee may request, within ten (10) calendar days of the hearing, that the city council reconsider any decision made at the hearing by submitting to the city clerk a written document challenging one or more of the council's findings of fact or conclusions of law.
- L. In its sole discretion, the council may review its decision pursuant to the request for reconsideration. Such review shall be limited to a review of the verbatim transcript and any other information submitted for review at the hearing. The council may affirm its decision, modify its decision or overturn its decision, but it shall not reopen the hearing or take additional information or testimony.

3-1-15: LOCATION OF LICENSED PREMISES:

- A. Establishments licensed for consumption of alcohol on the premises under subsection 3-1-3B, D or E of this chapter are prohibited within three hundred feet (300') of a school, church or other place of worship. This three hundred foot (300') measurement shall be made from the primary entrance of the licensed premises to the nearest point on the property line of property belonging to a school district, charter school, any organization or entity engaged in the education of children at or below the twelfth grade, or any organization or entity designated as a church or place of worship.
- B. Establishments licensed for consumption of alcohol on the premises under subsection 3-1-3B, D or E of this chapter are prohibited within neighborhoods that are predominantly residential. Whether such neighborhood is predominantly residential depends on the use of neighboring properties, not the particular zoning classification.
- C. Establishments licensed for consumption of alcohol on the premises under subsection 3-1-3B, D or E of this chapter which violate the location restrictions under subsection A or B of this section at the time of adoption hereof shall be allowed to remain in operation as long as there is no change in the use of the premises, no increase in the size of the licensed premises, no proposed transfer of the license, and no change in the type of license sought

for such establishment. This permission to remain in operation creates no rights or entitlement to the licensee.

- D. The city council may, in its sole discretion, grant exceptions to the distance requirements contained in this section. An exception granted for any licensed premises under this section creates no rights or entitlement to the licensee and shall not be the basis for consideration of exceptions to any other proposed licensed premises.
- E. The location restrictions of subsection A of this section, shall not apply in situations where an establishment licensed for consumption of alcohol under subsection 3-1-3B, D or E of this chapter is in place before a school, church or other place of worship becomes located within the location restriction. The restrictions of subsection C of this section, will become applicable to such premises under such circumstances.

3-1-16: CONDUCT ON LICENSED PREMISES:

- A. No person shall open a closed container of beer, wine or liquor or consume any beer, wine or liquor upon the premises of an establishment licensed under subsection 3-1-3A or C of this chapter.
- B. No person shall remove an open container of beer, wine or liquor from the premises of an establishment licensed under section 3-1-3B, D or E of this chapter. No person shall remove an unopened container of beer, wine or liquor from such premises unless authorized under provisions of the Idaho Code.
- C. No person shall serve, sell, dispense or give away beer, wine or liquor upon premises licensed under this chapter in violation of the hours of operation as prescribed in section 3-1-13 of this chapter.
- D. No person shall consume or possess beer, wine or liquor upon premises licensed under this chapter in violation of the hours of operation as prescribed in section 3-1-13 of this chapter, provided that persons possessing open containers of beer, wine or liquor at two o'clock (2:00) A.M. upon premises licensed under subsection 3-1-3B, D or E of this chapter shall be granted a reasonable period of time not to exceed thirty (30) minutes to consume such beer, wine or liquor.
- E. Licensees, and employees or agents of licensees, shall take reasonable steps to ensure that persons upon the licensed premises do not violate the provisions of this chapter or any applicable provisions of title 23, Idaho Code.

3-1-17: VIOLATIONS ARE MISDEMEANOR CRIMINAL OFFENSES:

In addition to suspension or revocation of a license, violations of any of the provisions of this code, including any violations of title 23, Idaho Code, that may apply in any given circumstance are misdemeanor criminal offenses and may subject the violator to criminal prosecution and the potential penalties provided for in section 1-4-1 of this code.

3-1-18: LICENSES EXISTING AT ADOPTION HEREOF:

Licenses issued under this chapter and chapter 2 of this title as they existed prior to adoption hereof shall remain in effect until expiration, abandonment or forfeiture, but in no

event shall they remain in effect beyond two o'clock (2:00) A.M. on January 1, 2007. Such licenses allow the holder to sell beer, wine or liquor as limited by each license. Nothing in this chapter shall be construed to expand or contract the scope of such licenses. Such existing licenses shall be subject to sections 3-1-8, 3-1-9, 3-1-10, 3-1-11, 3-1-13, 3-1-14, 3-1-15, 3-1-16, and 3-1-17 of this chapter and the procedural requirements of sections 3-1-5 and 3-1-6 of this chapter. The fee for seeking to change location of such an existing license shall be fifteen percent (15%) of the fee charged for such license. An application seeking a change of location after adoption hereof shall meet all of the requirements of this chapter.

This ordinance shall become effective upon passage and publication as required by law.

ADOPTED this 15th day of April 2014.

CITY COUNCIL OF THE CITY OF KUNA
Ada County, Idaho

W. Greg Nelson, Mayor

ATTEST:

Brenda S. Bingham, City Clerk